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State of Ohio
v
Levin Hurley

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State of Ohio } Be it remembered that at a Court of Common Pleas began and held
vs } in the Town of Marysville within and for the County of Union and
Levin Hurley } 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 Adams and John Porter and James Hill his associates. Judges of the Court
aforesaid. by the oaths of James W. Steele Reuben Clark Samuel P. Moreton John Price
Wm Inskip James M Irwin John Carter Joseph Coberly James R. Smith John W. Robinson
Simon Rickard Seymore Wilkins John Robinson James Reed and John Irwin. good and
lawful men. Jurors of the Grand Jury of the State of Ohio then and there duly empannelled and
sworn to enquire within and for the body of the County of Union in the name and by
the authority of the State of Ohio on their respective oaths do present and find that Levin
Hurley late of said County of Union and State of Ohio being a person of ill name fame and
dishonest conversation on the thirtieth day of September in the year one thousand Eight hun
dred and thirty six with force and arms at the County aforesaid and within the Jurisdic
tion of this Court did unlawfully play with cards at a certain game commonly called
seven up with and against one William Gladhill William Campbell and James Irwin then and
there being for the sum of twenty five cents in money, contrary to the form of the Statute
in such case made and provided and against the peace and dignity of the State of Ohio.
And the Jurors aforesaid at the term aforesaid within and for the County aforesaid on their
oaths aforesaid do further present and find that the said Levin Hurley on the thirtieth day of Sept
ember in the year one thousand Eight hundred and thirty six aforesaid with force and arms
at the County aforesaid and within the Jurisdiction of this Court did unlawfully make a bet
or wager of a certain sum of money to wit the sum of twenty five cents with William
Gladhill William Campbell and James Irwin then and there being on the event of a game at
cards called ace Hedge which said game was then and there and thereupon played by
the said Levin Hurley with the persons aforesaid to determine the bet or wager so made as
aforesaid contrary to the form of the Statute in such case made and provided and against
the peace and dignity of the State of Ohio. William G. Lawrence Pros. Atty. And afterwards to
wit on the Sixteenth day of January in the year of our Lord one thousand eight hundred
and thirty seven one writ of Capias issued for the said Levin Hurley which said writ
reads in the words and figures following to wit State of Ohio Union County ss
To the Sheriff of said County Greeting We command you to take Levin Hurley
if he be found in your Bailiwick or further Jurisdiction and him safely
keep so that you have his body before the Honorable the Judges of the Court
of Common Pleas of the County of Union at the Court House in Marysville on the
first day of next term, to answer unto an Indictment presented in said Court
against him for gaming. Witness the Honorable J.R. Swan Esq. President Judge of
our said Court at the Court House this 16th day of January A.D. 1837 Silas G. Strong Clk
And afterwards to wit on the [illegible] twenty ninth day of March in the year 1837
came the Sheriff and filed here in the said Capias with his return which said
return Reads in the words and figures following to wit Served by taking the
body of Defe and taking Bond for appearance R Clark Sheriff.
And afterwards to wit on the day and year first aforesaid. Came W.G. Lawrence Prosecu
ting attorney for the State and the Defendant Levin Hurley being arraigned
Pleaded Guilty to said indictment and thereupon this cause is submitted to
the Court and the Court being fully advised do Sentence the Defendant Levin
Hurley to pay a fine of Seven Dollars and fifty cents and the costs of this
prosecution taxed to [illegible] Dollars and [illegible] cents

Attest James H. Gries Clerk

J.R. Swan

State of Ohio } Be it remembered That at a Court of Common Pleas began and
v } held at the Court House in the Town of Marysville within and for
William Gladhill } the County of Union and State of Ohio Before his Honor
I K Swan President and Robert Nelson John Carter and James Hill his
Associates Judges of the Court aforesaid. by the oaths of James M. Steele Ransom Clark
Samuel P. Marsden John Price William Lindsey James H Irwin and John Carter
Joseph Cobeley James R. Smith John M. Robinson Simon Rickard Seymore Wilkins
John Robinson James Reed and John Irwin good and lawful men Jurors of the
Grand Jury of the State of Ohio then and there duly empannelled and Sworn to en
quire within and for the body of the County of Union in the name and by the
authority of the State of Ohio on their respective oaths do present and find that
Wm Gladhill late of said County of Union and State of Ohio being a person of
ill name fame and dishonest conversation on the thirtieth day of September in
the year one thousand Eight hundred and thirty six with force and arms at the
County aforesaid and within the Jurisdiction of this Court did unlawfully play with
Cards at a certain game commonly called Seven up with and against one James
Irwin William Campbell and Levin Hurley then and there being for the sum of
twenty five cents in money contrary to the form of the Statute in such case made
and provided and against the peace and dignity of the State of Ohio.
And the Jurors aforesaid at the Term aforesaid within and for the County aforesaid
on their oaths aforesaid do further present and find that the said William
Gladhill on the thirtieth day of September in the year one thousand Eight hun
dred and thirty six aforesaid with force and arms at the County aforesaid and
within the Jurisdiction of this Court did unlawfully make a bet or wager of a certain
sum of money to wit for the sum of twenty five cents with and against Wm
Campbell James Irwin and Levin Hurley then and there being on the event of a game
of Cards called old Sledge which said game was then and there and there upon played
by the said William Gladhill 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 Lawrence pro
And afterwards to wit on the Sixteenth day of January in the year of our Lord
one thousand eight hundred and thirty Seven one writ of capias issued for
the said William Gladhill which said writ reads as follows to wit
State of Ohio Union County ss To the Sheriff of said County Greeting
We command you to take William Gladhill if he be found in your
Bailiwick or further Jurisdiction and him safely keep So that you have
his body before the Honorable the Judges of the Court of Common Pleas of the
County of Union at the Court House in said County on the first day
of the next term to answer unto an indictment presented against
him for gaming and have you then there this writ Witness I K Swan
President of our said Court at the Court House this 16th day of January 1837
Silas G Strong Clerk. and Afterwards to wit on the twenty ninth day of March
in the year 1837 came the Sheriff and filed herein the said writ of capias with
his return which said return reads as follows to wit. Served by arresting Defendant
and taking Bond for appearance R. Clark Sheriff. and afterwards now
on this day to wit on the day and year first aforesaid came M.C. Lawrence
Prosecuting attorney and the Defendant William Gladhill being arraigned Plead
Guilty to said indictment and the Court being fully advised in the premises
do Sentence the Defendant Wm Gladhill to pay a fine of Ten Dollars and
Costs of Prosecution taxed to Dollars and cents
Attest James H Gill Clerk

I K Swan

State of Ohio
vs
John McTyler

Be it remembered that at a Court of Common began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio in the year of our Lord one thousand eight hundred and thirty seven on the twenty ninth day of March of the year aforesaid. before his Honor I.K.Inman President and Robert Nelson John Porter and James Hill his associates Judges of the Court of Common Pleas aforesaid. by the oaths of William Toby Joseph Miller Elisha White Henry Sager Archibald G. Brooks Wm. Edgar Charles Bennet Joshua Ruly Ransom Clements Harvey Burnham Wm B. Irwin John Dysert Aaron Skinner Wm Porter and Samuel B. Johnson good and lawful men Jurors of the Grand Jury of the State of Ohio then and there duly returned tried empannelled Sworn and charged to enquire in and for the body of the said County of Union at the term aforesaid of the Court aforesaid on their respective oaths aforesaid in the name and by the authority of the State of Ohio do present and find that one John McTyler late of said County on the Eighteenth day of January in the year of our Lord one thousand eight hundred and thirty Seven in the said County of Union and within the Jurisdiction of this Court with force and arms did unlawfully make an assault in and upon one William R. Webb and then and there him the said William R. Webb did unlawfully beat, bruise and wound and other wrongs to the said Wm R Webb then and there did to the great damage of the said William R. Webb to the evil Example of all others in the like case offending, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio William C. Lawrence Prosecuting Atty. and afterwards now on this day to wit on the day and year first aforesaid. Came the prosecuting attorney and the Defendant John McTyler being arraigned Plead to said indictment ~~not~~ Guilty and thereupon this cause was submitted to the Court and the Court being fully advised do Sentence the Defendant to be imprisioned in the dungeon of the Jail of this County for the Term of Two Hours and Pay a fine of Nine Dollars and Costs of Prosecution taxed to Dollars and cents Attest James H. Gill Clerk

I.K.Inman

State of Ohio
vs
James McTyler

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 29th day of March in the year of our Lord one thousand Eight hundred and thirty Seven before his Honor I.K.Inman President and Robert Nelson John Porter and James Hill his Associates Judges of the Court of Common Pleas aforesaid. by the oaths of William Toby Joseph Miller Elisha White Henry Sager Archibald G. Brooks William Edgar Charles Bennet Joshua Ruly Ransom Clements Harvey Burnham William B. Irwin John Dysert Aaron Skinner William Porter and Samuel B. Johnson good and lawful men. Jurors of the Grand Jury of the State of Ohio then and there duly returned tried empannelled Sworn and charged to enquire in and for the body of the County of Union at the term aforesaid in the name and by the authority of the State of Ohio do present and find that one James McTyler late of said County on the Eighteenth day of January in the year of our Lord one thousand Eight hundred and thirty Seven in the said County of Union and within the Jurisdiction of the Court with force and arms did unlawfully make an assault in and upon one William R. Webb and then and there him the said William R. Webb did unlawfully beat bruise wound and other wrongs to the said Wm R. Webb then and there did to the great damage of the said William R. Webb to the evil example of all others in like case offending contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of the State of Ohio W. C. Lawrence Pros. Attorney and afterwards now on this day to wit on the day and year first aforesaid Came the prosecuting attorney

4

and the Defendant James McTyler being arraigned Pleaa Guilty to his indictmente and thereupon this cause was Submitted to the Court and the Court being fully advised in the Premises do Sentence that the Defendant Be imprisoned in the Cell of the Jaie for two Hours and pay a Fine of Five Dollars and the Costs of this Prosecution taxed to Blank Dollars and cents to

Attest James H. Gill Clerk

State of Ohio
vs
Frederick A Bader

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 Porter and James Hill his Associates Judges of the Court of Common Pleas aforesaid by the oaths of William Toby Joseph Miller Elisha White Henry Sager Archibald G Brooks William Edgar Charles Bennet Joshua Judy Ransom Clemens Harvey Burnham William B. Irwin John Dysert Aaron Skinner William Brain and Samuel B. Johnson good and lawful men Jurors of the Grand Jury of the State of Ohio then and there duly empannelled and Sworn to enquire within and for the body of the County of Union in the name and by the authority of the State of Ohio upon their said oath present and find that Frederick A. Bader late of said County of Union on the sixth day of January in the year one thousand eight hundred and thirty Seven at the County aforesaid with force and arms one Dirk Knife of the value of One Dollar of the personal property of Silas G. Strong then and there being found feloniously did steal take and carry away contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio & William C Lawrence Pros. Atty

And afterwards to wit on the day and year first aforesaid the Jurors of the Grand Jury aforesaid then and there duly empannelled and Sworn to enquire within and for the body of the County of Union in the name and by the authority of the State of Ohio upon their said oath find that one Frederick A. Bader late of said County of Union on the twenty first day of January in the year one thousand Eight hundred and thirty Seven at the County aforesaid with force and arms one axe of the value of three Dollars one pair of mittings of the value of fifty cents of the personal property of Joseph Stiner then and there being found did feloniously steal take and carry away contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio. And afterwards to wit on the day and year first aforesaid came the Prosecuting Attorney and the Defendant Frederick A Bader plead not Guilty to his indictment and thereupon came a Jury to wit James H Irwin Thomas Milligan Samuel Lafferty Elias Johnson John Cassil John Mitchell John D. Sabin Mason Dillington John Armine Samuel Ellsworth Asher Phares and Benjamin Hopkins who being Elected tried and Sworn well and truly to try the above cause in issue Joined and a true verdict according to evidence and the Jurors aforesaid upon their oaths aforesaid do say that the Defendant is Guilty it is therefore ordered by the Court that the Defendant be imprisoned in the Cell of the Jail of this County and fed on bread and water for the Term of Five days and pay the Costs of this Prosecution taxed to Dollars and cents

Attest James H. Gill Clerk protem

J R Swan

The President & Directors
of the Urbana Banking Company
v
Lord Lathrop
Ransom Clark &
Warren Lathrop

Pleas before the Courts of Common Pleas
within and for the County of Union
and State of Ohio began and held at
the Court House in the Town of Marysville
on the twenty ninth day of March in
the year of our Lord one thousand eight
hundred and thirty Seven. before his Honor
J K Swan President & Robert Nelson John Porter & James Hall Judges of the Court of Common Pleas aforesaid

Be it remembered that heretofore to wit on the twenty Seventh day of June
in the year of our Lord one thousand Eight hundred and thirty Six
the President and Directors of the Urbana Banking Company issued out of the Clerks
office of the Court aforesaid the following writ of Summons against the said Lord
Lathrop Ransom Clark and Warren Lathrop to wit. (Seal) State of Ohio Union County
ss To the Sheriff of said County Greeting. We command you to Summon Lord
Lathrop Ransom Clark and Warren Lathrop to appear before the Honorable the
Judges of the Court of Common Pleas at the Court House in Marysville forthwith
to answer unto the President and Directors of the Urbana Banking Company
in a plea in Case Damages two hundred Dollars and have you then there
this writ. Witness J K Swan President of our said Court this twenty Seventh
day of June in the year 1836. Silas G Strong Clerk upon which writ was the following
endorsment to wit The Suit is on a note of Defts for $150,00 at ninety days from
12th of March 1836. John H James Pltfs, and afterwards to wit on the twentieth day
of December in the year of our Lord one thousand Eight hundred and thirty Six
the said President and Directors of the Urbana Banking Company filed in
the Clerks office aforesaid the following declaration to wit
In Union Common Pleas June Term 1836. Union County ss The President and
Directors of the Urbana Banking Company complain of Lord Lathrop Ransom Clark
& Lathrop Warren Lathrop in a plea of the Case &c for that the said defts on the twelfth day
of March in the year Eighteen hundred and thirty six at Urbana to wit at the County
of Union aforesaid made their certain promissory note in writing and delivered the same
to the said Pltfs and thereby promised to pay to the said Pltfs or order one hundred
and fifty Dollars in ninety days after the date thereof which period has now elapsed
and the said defts then and there in consideration of the Premises promised to pay
the same of the said note to the said Pltfs according to the tenor and effect
thereof Yet the said Defts have disregarded their said promises and have not paid
the said Sum of money or any part thereof to the damage of the Pltfs $200,00
& therefore they bring Suit &c And afterwards to wit on the day and year first
aforesaid. to wit on the twenty ninth day of March in the year of our Lord one thousand
Eight hundred and thirty Seven came the Plaintiffs by their attorney and the several defts
being three times called came not but made default Whereupon it is considered that the
said Plaintiffs ought to recover their damages by reason of the premises and neither
of the parties requiring a Jury and the Court being fully advised in the premises
do assess the damages of the said complainants to One hundred and fifty Seven Dollars
and fifty cents; therefore it is considered that the said Plaintiffs recover of the
said Defendants the said Sum of One hundred and fifty Seven Dollars and fifty cents
his damages aforesaid in form aforesaid assessed and also his costs in this behalf
expended taxed to Dollars and cents

Attest James H Gee Clerk

J K Swan

The President & Directors of
The Urbana Banking Company
v
McAdow Hugh
Andrew McAdow &
Silas G. Strong

Pleas Before his Honor I.R. Swan President
and Robert Nelson John Porter and James Hill
Associated, Judges, at a Court of Common Pleas
began and held at the Court House in the Town
of Marysville within and for the County of
Union and State of Ohio on the twenty ninth
day of March in the year of our Lord one thou
sand Eight hundred and thirty seven.

Be it remembered that heretofore to wit on the twenty Seventh day of June in the year of our Lord one thousand Eight hundred and thirty six. The said President and Directors of the Urbana Banking Company by John H James their attorney filed herein their Precipe. which precipe reads in the words and figures following to wit. "The President and Directors of the Urbana Banking Company v Hugh McAdow Andrew McAdow and Silas G. Strong Case 200 Dls. Issue a Summons returnable to this term The Suit on note of Defts for $160 Dollars at 90 day from 21 Jany 1836 due 23 d April 1836 John H. James Atty 27 June 1836 To the Clerk of Common Pleas of Union County Ohio and thereupon one writ of Summons issue which said writ reads as follows to wit. State of Ohio Union County ss To the Sheriff of said County Greeting. We command you to Summon Hugh McAdow Andrew McAdow and Silas G Strong to appear before the Honorable Judges of the Court of Common Pleas at the Court House in Marysville forthwith to answer unto the President and Directors of the Urbana Banking Company in a Plea of Case Damages 200 Dollars and have you then there this writ Witness I.R. Swan President Judge of our said Court this 27th day of June A.D. 1837 S.G. Strong Clerk and afterwards to wit on the twenty-sixth day December. on which writ the endorsement and Sheriffs return read as follows This Suit and a note of Defts for $160 at 90 days from 21 Jany 1836 due 20/23 April 1836 John H. James Atty Served on Hugh McAdow Silas G Strong and Andrew McAdow by copies of writ G. Winger Sheriff. and thereupon this cause was continued until next term And afterwards to wit on the 20th day of December in the year of our Lord one thousand Eight hundred and thirty six came John H. James Atty for Plaintiffs and filed herein their Declaration which said declaration reads in the words and figures following to wit. In Common Pleas Union County June Term 1836 Union County ss The President and Directors of the Urbana Banking Co complain of Hugh McAdow A. McAdow and S. G. Strong in a plea of the case and for that the said Defts on the twenty first day of January in the year one thousand Eight hundred and thirty six at Urbana to wit at the County of Union aforesaid made their certain promissory note in writing and delivered the same to Defts and thereby promised to pay Defts or order one hundred and Sixty Dollars in ninety days after the date thereof which period has now elapsed and said Defts then and there in consideration of the premises promised to pay the amount of said note to Plffs according to the tenor and effect thereof Yet said Defts have not paid the amt of said note according its tenor and effect nor have they or either of them paid any part thereof to damage of Plffs $200 Dollars and thereupon they sue &c John H James Atty

copy of note

$ 160.00 Urbana June 26 th 1836.

Ninety days after date we or either of us promise to pay the President and Directors of the Urbana Banking Co or order at their Banking House in Urbana one hundred and Sixty Dollars without defalcation Value need Signed

for Hugh McAdow 90 days

Hugh McAdow
A McAdow
S. G. Strong

...ard afterwards to wit on the twenty ninth day of March in the year of our Lord one thousand Eight hundred and thirty seven being three days after the Court where upon the said Plaintiffs by leave of the Court here for that purpose first had and obtained filed their Declaration in this behalf against the said Defendants in a plea of trespass on the case for damages by reason of the non performance of the promises and undertakings of the said Defendants in their certain promissory note in writing and by the said Defendants made and delivered to the said Plaintiffs whereby the said Defendants promised to pay to the said Plaintiffs the sum of one hundred and sixty Dollars ninety days after the date thereof which period has now elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of said note to the said Plaintiffs according to the tenor and effect thereof Yet the said Defendants have not paid the amount of said note according its tenor and effect nor have they or either of them paid any part thereof to the damage of the said Plaintiffs of two hundred Dollars and thereupon they sue &c

The President
of the Clinton
v
Saml Swan

Be it remembered that heretofore to wit on the twenty seventh day of June in the year of our Lord one thousand Eight hundred and thirty six came N. H. [illegible] the Court of Common Pleas [illegible] lowed to write [illegible] Term A.D. [illegible] of Columbus [illegible] Umflinger and [illegible] defendants are [illegible] aforesaid made [illegible] to pay to the [illegible] after the date [illegible] ered said note [illegible] according to [illegible] defendants on [illegible] said was in[illegible] price and val[illegible] the defendants [illegible] price and val[illegible] the defendants [illegible] and value of [illegible] by the plaintiffs [illegible] dollars for [illegible] their request [illegible] for the use of [illegible] for money the [illegible] Plaintiffs; and [illegible] the defendants [illegible] them; and the [illegible] aforesaid in [illegible] the said last [illegible] yet Yet the [illegible] not paid the [illegible] or either of the

and afterwards to wit now on this day to wit on the twenty ninth day of March in the year of our Lord one thousand Eight hundred and thirty seven being three times solemnly called came not but made default Whereupon it is considered that the said Plaintiffs ought to recover damages by reason of the premises and neither party demanding a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said Urbana Banking Company to one hundred and Sixty Eight Dollars Therefore it is considered by the Court that the said Plaintiffs recover of the said Defendants the said Sum of one hundred and Sixty Eight Dollars their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed to Dollars and cents

Attest James A. Gill Clerk

J K Swan

The President Directors &Co. of the Clinton B.Co. Columbus

v

Saml Sway et al

Pleas before his Honor J K Swan President and Roberts Nelson John Porter and Ja Gill his associates Judges of the Court of Common Pleas, began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 20th day of March in the year of our Lord one thousand Eight hundred and thirty Seven

Be it remembered that heretofore to wit on the day and year first aforesaid Came N. H. Swayne attorney for Plaintiffs and filed in the Clerks office of the Court of Common Pleas his declaration which said declaration reads as follows to wit State of Ohio Union County ss Court of Common Pleas March Term A.D. 1837 The President Directors and Company of the Clinton B.Co. of Columbus Plffs Complain of Samuel Sway Isaac Morid John Long David Onglinger and John Sway Defts in a plea of assumpsit for that whereas the defendants on the thirteenth day of September A.D. 1837 at Union County aforesaid made their bill of exchange in writing and thereby promised to pay to the Plaintiffs four hundred and seventeen 78/100 Dollars four months after the date thereof which period has now elapsed and then and there delivered said note to the Plaintiffs and promised the plaintiffs to pay the same according to the tenor and effect thereof and also for that whereas the said defendants on the first day of January A.D. 1836 at Union County aforesaid was indebted to the said plaintiffs the Sum of one thousand Dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request and in the Sum of one thousand Dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request and in five hundred Dollars for 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 five hundred Dollars for money then and there lent by the plaintiffs to the defendants at their request and in five hundred Dollars then and there paid by the plaintiffs for the use of the defendants at their request; and in five hundred Dollars for money then and there received by the defendants for the use of the Plaintiffs; and in five hundred Dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them; and the said defendants afterwards to wit on the day and year last aforesaid in consideration of the premises then and there promised to pay the said last mentioned several Sums of money to the plaintiffs on request Yet the said defendants have disregarded their promises and have not paid the said several Sums of money in this declaration mentioned or either of them or any part thereof to the damage of said plffs and thousand

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Dallas and thereupon they bring suit N. H. Swayne Atty for Plts; And afterwards to wit on the day and year last aforesaid came the said Swayne and filed herein the said defendants note and confession which said note and confession read in the words and following to wit $417.78 Columbus September 13th 1836.
Four months after date pay to the president and Directors of the Clinton Bank of Columbus or order at the Phenix Bank New York Four Hundred and Seventeen 78/100 Dollars for value received
To R. J. Wharton New York
Frederick Hullmayer
Test

Signed
Samuel Sway
Isaac Morris
John Long
Daniel his mark Duflinger
John his mark Sway

Know all men by these presents that we Samuel Sway Isaac Morris John Long Daniel Duflinger and John Sway of the County of Madison in the State of Ohio and each of us do hereby dispense with protest and notice to us and each of us in case of the non acceptence or non payment of the above bills of exchange and do hereby nominate and appoint N. H. Swayne attorney at law or any other attorney at law of any of the Courts of record of the State of Ohio to appear for us and each of us in any Court of record of the State of Ohio and appear to a declaration or declarations against us and each of us in favor of the President Directors and Company of the Clinton Bank of Columbus and to confess Judgment against us and each of us in favor of said President Directors and Company of the Clinton Bank of Columbus at any time after the thirteenth day of January next for the Sum of Four hundred and Seventeen and 78/100 Dollars with interest thereon from after the said last mentioned date and also the damages thereon allowed by law on protested bills of exchange drawn on any person or persons or body corporate within the Jurisdiction of the State of Ohio United States and without the Jurisdiction of the State of Ohio and also for costs of Suits. And we said Attorney or any other attorney of the Courts of record aforesaid is hereby authorized and empowered by for us and each of us to release all errors and all right and benefit of appeal in the Judgment or Judgments aforesaid to be by him confessed and for doing all these things and whatever may be necessary and proper for confessing Judgments as aforesaid, releasing errors and right and benefit of appeal, this shall be a full warrant to our said attorney or any other attorney as aforesaid witness our hands and seals this 13 thirteenth day of September 1836
Samuel Sway (Seal) Isaac Morris (Seal) John Long (Seal) Daniel x Duflinger (Seal)
John x Sway (Seal), and afterwards to wit on the day and year last aforesaid came in to Court the President Directors and Company of the Clinton Bank of Columbus by N. H. Swayne their attorney and filed their declaration against Samuel Sway Isaac Morris John Long Daniel Duflinger and John Sway and thereupon Lyne Starling one of the attorneys of this Court appeared in open Court in behalf of the said Samuel Sway Isaac Morris John Long Daniel Duflinger and John Sway and by virtue of a warrant of attorney for that purpose executed by the said Samuel Sway Isaac Morris John Long Daniel Duflinger and John Sway and now here produced in open Court waived the issue and service of process and acknowledged that the said Samuel Sway Isaac Morris John Long Daniel Duflinger and John Sway did promise and assume in manner and form as the said President Directors and Company of the Clinton Bank of Columbus have in their said declaration alledged against them and confessed that the said President Directors and Company of the Clinton Bank of Columbus have sustained Damages by reason thereof to the sum of $448,18 It is therefore considered by the Court that the said President Directors and Company recover of the said Samuel Sway Isaac Morris John Long Daniel Duflinger and John Sway

the Sum of Four Hundred and Forty Eight Dollars and Eighteen cents Damages as confessed as aforesaid together with his costs aforesaid and by virtue of the same Warrant of Attorney all Errors and releases and all benefit of appeal waived by the said Samuel Tway Isaac Morris John Long Daniel Darlinger and John Tway

J R Swan

The President & Directors of the Urbana Banking Co.

vs.

Js. J. Sumner E. Ward and Ransom Clark

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

President and Directors of the Urbana Banking Company by note for Four hundred Dollars dated December 20th 1836 and payable ninety days after date to said Company or order at their Banking House in Urbana Now we do hereby authorize Moses B. Corwin or any other Attorney at law in the State of Ohio to appear for each of us in any Court of record in said State at any regular Term thereof after said note shall be due and un paid and either waive the issuing of process or acknowledge Service thereof accept a declaration against us either in Joint or in Several action on said note and confess Judgment against us in favor of the President and Directors of the Urbana Banking Co or any other bona fide holder of said note for the amount of said note with the Interest that shall then be due thereon and all proper Damages protests and charges with costs of Suit; and thereupon to release all error in such proceedings and waive all benefit of appeal in our behalf for which this shall be his Special Warrant Witness our hands and Seals this 20th day of December A.D. 1836

Test
R. R. McNemar

Signed
I & I. Sumner
Enos Ward
Ransom Clark

And afterwards to wit on the day and year last aforesaid Came into Court the President and Directors of the Urbana Banking Company by Moses B. Corwin their attorney and having filed their declaration against the said I & I. Sumner Enos Ward and Ransom Clark. William C. Lawrence one of the Attorneys of this Court appears in open Court in behalf of I & I Sumner Enos Ward and Ransom Clark and by virtue of a warrant of attorney for that purpose executed by the said I. & I. Sumner Enos Ward and Ransom Clark and now produced in open Court waives the issuing and Service of process and acknowledged that the said I & I. Sumner Enos Ward and Ransom Clark did assume and promise in manner and form as the said President and Directors of the Urbana Banking Company have in their said declaration alledged against them and confessed that the said Urbana Banking Company have sustained Damages by reason thereof to the Sum of Four hundred and thirty two Dollars therefore it is considered by the Court that the said President and Directors of the Urbana Banking Company recover of the said I & I. Sumner Enos Ward and Ransom Clark the said Sum of Four hundred and thirty two Dollars their damages so confessed as aforesaid and also their Costs in this behalf expended to be taxed and by virtue of said Warrant of Attorney all error is released and all Benefit of appeal waived by the said I & I. Sumner Enos Ward and Ransom Clark

Attest Ja. H. Bell Clerk

J. M. Dawson

Lyne Starling Jr for &c
v
William Sharp and
Amaziah Sharp late
firm of Wm Sharp &co

Plead before his Honor J. M. Dawson President and Robert Nelson John Parker and James Hill his Associates Judges. at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty Seven. Be it remembered that here to fore to wit on the day and year last aforesaid

Seven

came Lyne Starling Jr. and did file herein his precipe which said precipe reads in the words and figures following to wit. Lyne Starling Jr for use &c vs Wm. Sharp & Amariah Sharp late firm of Wm Sharp &co. In Assumpsit Damages $1800 Issue a Summons against the Defendants returnable forthwith Endorse Suit for use a note of hand given by Defendants to Ellmaker Dunn &co for the Sum of Seven hundred thirteen Dollars and fifty nine cents payable to the said Ellmaker Dunn &co or order six months after date at the Franklinton Columbus Ohio and dated July 1st 1836 and by the said Ellmaker Dunn &co Endorsed to Lyne Starling Jr the Plaintiff. To the Clerk of Union Com Pleas March 29 1837
Starling & Gibson attys

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Lyne Starlin
vs
Thos. McL
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declaration

And at the same time said Lyne Starling filed here in the his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas March Term A.D. 1837. Lyne Stailing Jr complains of Wm Tharp and Amaziah D. Tharp for that whereas on the first day of July Eighteen hundred and thirty six at Philadelphia to wit at the County of Union aforesaid were partners in trade under the name of Wm Tharp and to and so being partners the said Wm Tharp and Amaziah D. Tharp on the first day of July Eighteen hundred and thirty six aforesaid (made a certain promisory note in writing and delivered the same to Ellmaker Dun Geo) at Philadelphia to wit at the County of Union aforesaid made a certain promisory note in writing and delivered the same to Ellmaker Dun Geo and thereby promised to pay the said Ellmaker Dun Geo or order Seven hundred ~~thirteen~~ Dollars and fifty nine cents in six months after the date thereof which period has now elapsed and the said Ellmaker Dun Geo then and there endorsed the same to the said Lyne Starling Jr whereof the said defendants then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Lyne Starling Jr according to the tenor and effect thereof Yet the said Defendants have disregarded their promises and have not paid the said sum of money or any part there of to the damages of the said Plaintiff fifteen hundred Dollars and thereupon he brings Suit &c By Starling and Gilbert attys for Plffs. And afterwards to wit on the same day and year last aforesaid came to hall Sweetser atty for Defendants and entered the following confession to wit I Charles Sweetser Attorney for William and Amaziah D. Tharp hereby the issuing process waive enter the appearance of the said Tharps and confess a Judgment against them in favor of the above named Plaintiffs in the above cause in the sum of $782,29 cents and by express agreement between the plaintiff and the said Sweetser attorney aforesaid execution is stayed until the next term of this Court all error and right of appeal is waived March 30 1837 Charles Sweetser atty for Defts

And afterwards to wit on the day and year last aforesaid came the parties by their attorneys and thereupon the said Wm Tharp and Amaziah D Tharp the defendants by Charles Sweetser their attorney waived the issuing and service of process relinquished their plea and say they cannot deny the action of the said Plaintiff nor but that they did assume and promise in manner and form as the said Plaintiff hath complained against them and confess that the said Plaintiff had sustained damages by reason of the premises to seven hundred and twenty seven Dollars and twenty nine cents therefore by consent of parties it is considered that the said Lyne Starling Jr for &c recover of the said defendants the sum of Seven hundred and twenty seven Dollars and twenty nine cents his damages as aforesaid confessed and also his costs in this behalf expended taxed to Dollars and cents and the said defendants release all manner of Error and waive all right and Benefit of appeal and by consent this execution is stayed until the next term of this Court

Attest Jas H. Gill Clerk protem

J R Swan

Lyne Starling
v
Thos McClung

Pleas before his Honor J R Swan President and Robert Nelson John Porter and James Hill his Associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twenty ninth day of March in the year of our Lord one thousand Eight hundred and thirty Seven

Be it remembered that heretofore to wit on the day and last aforesaid came Lyne Starling Jr Attorney for Plaintiff and filed here in his declaration which said declaration reads in the words and figures following to wit

State of Ohio Union County ss Court of Common Pleas of the Term of March A.D. 1837 Union County ss: Be it remembered that heretofore to wit on the 4th day of March A.D. 1837 Lyne Starling by Starling and Gilbert his Attornies complains of Thomas McClung in a plea that he render to the said Plaintiff the sum of Six hundred and Sixty five Dollars and Six cents which he owes unto and unjustly detains from the said Plaintiff For this to wit that whereas the said McClung heretofore to wit on the fourth day of March in the year of our Lord one thousand eight hundred and thirty Seven at the said County by his certain writing obligatory sealed with his seal now here in Court produced the date whereof is on the same day and year aforesaid acknowledged himself to be bound and indebted unto the said plaintiff in the sum of Six hundred and Sixty five Dollars and Six cents above demanded to be paid to the said plaintiff when he should thereto afterwards requested Yet the said McClung although often requested so to do to wit afterwards on said 4th day of March 1837 aforesaid at Union County aforesaid has not yet paid the sum of Six Hundred (Dollars) and Sixty five Dollars and Six cents above demanded or any part thereof to the said plaintiff. but to pay the same or any part thereof to the said plaintiff the said McClung has hitherto wholly refused and yet refuses to the damage of the said plaintiff of one thousand Dollars Wherefore he brings his suit &c by Starling & Gilbert Attys And afterwards to wit on the day and year last aforesaid the said Lyne Starling filed herein his warrant of attorney which said warrant of attorney reads in the words and figures following to wit. To Lyne Starling Jr Esq and to any attorney of record in the State of Ohio or elsewhere I hereby authorize I hereby authorize and empower you in my name to appear before any Court of the State of Ohio or elsewhere of competent Jurisdiction whether such Court be of record or not and in my stead to enter an amicable action in debt at the suit of Lyne Starling and therein to receive a declaration upon a certain bond or writing obligatory bearing date on the fourth day of March A.D. 1837 by me sealed and delivered to the said Starling for the sum of Six Hundred and Sixty five Dollars and Six cents and to suffer Judgment to be rendered against me by default cognovit nil dicit non sum informatus or otherwise for the sum of Six Hundred and Sixty five Dollars and Six cents debt and for such damages as from said bond may appear due at the time of the rendition of such Judgment and to release all errors of such Judgment and waive all benefit of appeal. witness my hand and Seal this 4th day of March A.D. 1837 Signed Thomas McClung (Seal)

And at the same time said Starling filed herein the following bond to wit

Know all men by these presents that I Thomas McClung of Union County Ohio am bound and indebted unto Lyne Starling in the sum of Six Hundred and Sixty five Dollars and Six cents well and truly to pay which to the said Starling his Executors Administrators or assigns I hereby bind myself my heirs executors and Administrators firmly by these presents Witness my hand and Seal this 4th day of March A.D. 1837 Signed Thomas McClung Seal

And afterwards to on the same day and year last aforesaid came Lyne Starling by Lyne Starling Jr his attorney and having filed his declaration aforesaid against the said Thomas McClung, James L. Bates Esq one of the attornies of this Court appeared in open Court in behalf of the said Thomas McClung and by virtue of the aforesaid warrant of attorney for that purpose executed by the said Thomas McClung and now here produced in open Court waived the issuing and service of process and acknowledged that the said Thomas McClung aforesaid is indebted to the said Lyne Starling as the said Lyne Starling has in his declaration alledged against him and that the said Lyne has sustained damages by reason of the non payment thereof to wit that the said Thomas McClung is indebted to the said Lyne Starling in the sum of $665.06 and that the said Lyne has sustained damage by reason thereof to the sum of $2.66 100 It is therefore considered by the court that the said Lyne Starling recover of the said Thomas McClung the sum of $ 665.06 debt

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Jesse D

John Doe Ex
vs
Richard Roe
Wm Cheney

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and $2,66 Damages together with his costs herein Expended taxed to Dollars and cents and by the same warrant of Attorney waived all errors and all right and all benefit of appeal and by consent Execution is Stayed till after the next term of the Court

Test Ja^s H. Gill Clerk protem. J. K. Shan

John Doe Ex Dem } Pleas before his Honor J. K. Shan President and Robert Nelson John
A. G. Mowry } Porter and James Hill his associates Judges, at a Court of Common
v } Pleas began and held at the Court House in the Town of Mars-
Richard Roe } ville on the twenty ninth day of March in the year of our Lord
Wm Cheney Tenant } one thousand Eight hundred and thirty Seven

Be it remembered that heretofore to wit on the Eighteenth day of March in the year of our Lord one thousand Eight hundred and thirty Seven the Plaintiff filed herein his declaration in Ejectment which together with the notice and return of the Sheiff reads in the words and figures following to wit. State of Ohio Union County ss. Court of Common Pleas October term 1836.

John Doe complains of Richard Roe for that Silas G. Mowry on the first day of September in the year of our Lord 1836 at the County of Union aforesaid had demised to the said John the following lands and tenements to wit being part of Virginia Military entry No 6211 Beginning at a hickory Beach and Sugartree in the South Line of said Survey and in the line of Survey No 5586 thence North 20° West 221 poles to a Stake thence South 13° West 223 poles to two Beaches thence South 26° East 67 poles to two hickories the South West corner of said Survey thence South 83° East 250 poles to the beginning containing 199 acres and also twelve messuages twelve cabbins ten Barns ten Stables ten orchards ten ant 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 two hundred acres of land covered with water and two hundred acres of other land with the appurtenances Situate in said County of Union to have and to hold the same to the said John from the first day of September 1836 aforesaid during the term of ten years then next ensuing by virtue of which said demise said John entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid and the said John being so thereof possessed the said Richard afterwards to wit on the 26th day of September in the year 1836 with force and arms entered the said tenements with the appurtenances and Ejected the said John therefrom and other wrongs to the said John then and there did to his damages five Dollars and therefore he sues &c Wolf Lawrence Atty

Mr Wm Cheney Sir I am Informed that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and I being Sued in this action as casual Ejector and having no title to the said premises do advise you to appear at the next term of the Court of Common Pleas within and for the County of Union and State of Ohio and make yourself defendant in my stead otherwise Judgment will then be entered against me for default and you will be turned out of possession Your loving friend Richard Roe. dated this 15th day of March 1837

And afterwards to wit on the . day of month A.D. 1837. came Ranson Clark Sheriff of said County and after being duly sworn says that he did on the eighteenth day of March 1837 Serve a true and accurate copy of the foregoing declaration and notice at the dwelling House of Wm Cheney the Tenant in possession of the within mentioned premises and afterwards to wit on the 29th day of March 1837 came the said John Doe by his Attorney and the Defendant Richard Roe being three times came not but made Default and the said William Cheney being three times called came not but made default It is therefore considered that the said John Doe recover against the said Richard Roe his term yet to come in the tenements aforesaid with the appurtenances to wit the premises in said plaintiffs

mentioned together with costs in this behalf Expended taxed to Dollars
and that a writ of possession Issue
Attest Jas H. Gill Clerk protem

J. R. Swan

John Evans
v
David Winchester et als
} In Chancery

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his Associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty ninth day of March in the year of our Lord one thousand Eight hundred and thirty seven Be it remembered that heretofore to wit on the twenty second day of October in the year of our Lord one thousand Eight hundred and thirty five came the plaintiff by Lyne Starling his attorney and filed herein his Bill in Chancery which said Bill reads in the words and figures following to wit. To the Honorable the Court of Common Pleas in and for the County of Union and State of Ohio in Chancery Sitting. Your Orator John Evans of the County of Ross and State of Ohio aforesaid humbly Represents to your Honors that many years ago Lieutenant George Winchester died leaving his five brothers David Winchester William Winchester James Winchester Stephen Winchester and Richard Winchester and his four Sisters Elizabeth Winchester Lydia Winchester Catharine Hodgkiss formerly Catharine Winchester and Mary Roberts formerly Mary Winchester his Heirs and legal Representatives. that Since his decease Several of his brothers and Sisters have departed this life leaving numerous families viz.

William Winchester } leaving children William Winchester Jr George Winchester living in Baltimore city Davis Winchester living in Pensylvania Lycurgus Winchester living in Paris Tennessee and Mary Ann formerly Mary Winchester living in Paris Tennessee and grand children Samuel Winchester living in Louisiana Son of James Winchester Jr Ann Willis wife of Jesse Willis living in West Florida Samuel Campbell and Mary Campbell living in Baltimore City James Welling living in Baltimore City William Welling Henry Welling Rebecca Welling Sarah Welling and Elizabeth Young living in Anne Arundel County in the State of Maryland.

Genl James Winchester } leaving Marcus Brutus Winchester living in Memphis Tennessee Valerius Publicola Winchester living in Washita Tennessee Lucilius Winchester in Paris Tennessee George Winchester and James Winchester Jr in Sumner County Tennessee and Mariah Rea late formerly Mariah Winchester living in Paris Tennessee his children and grand children Two children of Solomon Roberson and two others children of Caroline C. Shelby formerly Caroline C. Hodgkiss Winchester all living in Sumner County Tennessee

Stephen Winchester } leaving children Palmer Winchester living in the State of Illinois Eliza Peck formerly Eliza Winchester Supposed to be living Some where in the State of Ohio. Alexander Winchester Mary Ann Shelby formerly Mary Ann Winchester. Isabella Green formerly Isabella Winchester Lydia Darnell formerly Lydia Winchester Ann Winchester and Polly Winchester all living in the State of Tennessee

Richard Winchester } leaving children Sons Benjamin Winchester and William Winchester living in the State of Louisiana Daughters Lavinia Winchester Drowden Olma Beech Amanda Hall Polly Bowls and Louisa Locke all of whom are married and place of residence unknown to your Orator.

Catharine Hodgkiss formerly Catharine Winchester } leaving Sons William Hodgkiss Since dead leaving two children whose names and residence are unknown Samuel Hodgkiss died leaving two daughters both of whom are married and neither names nor residence are known and Daughters Martha Long residence unknown

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Matilda now married living in Detroit Michigan Jer name of her husband unknown
Lydia Bozzkip now single and living in Frederick County Maryland Sarah Hodgkiss
married Roberts and died leaving three children viz William Roberts. Elizabeth who
married a man named Randle both living in Frederick County Maryland and
Thomas Roberts supposed to be living in Sumner County Tennessee

Mary Roberts formerly Mary Winchester

2 leaving sons George and Stephen living the State of Illinois and
3 William and John living in Sumner County Tennessee also daughters
1 viz Anna Catharine Sarah Amelia Lydia and Mary all of whom are
3 believed to be married but neither the names of their husbands nor
their place of residence known Your Orator is informed and believes
that there are other Heirs of the said George Winchester descendants of his brothers and
Sisters than those above named but avers that after using great diligence he has
been unable to ascertain the fact with any degree of certainty. All of whom above
named heirs together with all other descendants and legal representatives of the said
deceased brothers and Sisters of the said George Winchester who are not named of
any such other heirs there be and also Dana Winchester and Elizabeth Winchester and
Lydia Winchester the Surviving brothers and Sisters of the said George Winchester and
who are now living near Westminster in the County of Frederick and State of Maryland
Your Orator prays may be made parties Defendants to this his bill of complaint

Your Orator further represents that the heirs of the said George Winchester his brothers
and Sisters and their legal representatives were entitled to two thousand six hundred
Sixty Six and Two thirds acres of bounty land from the State of Virginia for the services
of the said Lieutenant George Winchester during the revolutionary war in
the Virginia line upon Continental establishment That Gen James Winchester
one of the before mentioned brothers of the said George for himself and the other heirs
of the said George (he the said James being agent for the other heirs) on the 21st day
of September 1821 made and entered into an agreement with your Orator
for obtaining the warrant for said lands and having them located Surveyed and
patented to the representatives of the said George Winchester a copy of which is herewith
filed marked A. and made part of this bill. The terms of which agreement were
in substance that your Orator should at his own proper costs charges and expenses
obtain the warrants and have the lands located Surveyed and patented In consideration
of which the said James for himself and the other heirs covenanted to allow and yield
to your orator one third part of the lands in quantity and quality
Your Orator further represents that he forthwith proceeded to obtain the warrants for
the said lands and have the same entered and surveyed and on the 6th of October
1824 procured a patent for the same in one one tract No of entry 10971 containing 266623 acres lying in the County of Union and State of Ohio aforesaid to be issued
to the representatives of the said George Winchester as by the original patent which will
be exhibited in evidence at the trial of this cause will more fully appear
Your orator further represents that after he had thus fully compleat with his part of the
agreement and obtained the patent aforesaid at his own expense he corresponded with
the said Gen James Winchester the agent as aforesaid for the heirs. That the said agent
expressed himself as fully satisfied with your orators performance and declared
the most perfect Willingness to preform his part also of the agreement but alledged
that he had not obtained then powers of attorney from all the heirs to convey to your
Orator his one third part for locating &c that he would still continue his exertions
to obtain powers from all the heirs until the fall of 1826 and then he would send
an agent at all events to lay off to your orator his third all which will more fully
appear by the said correspondence which will be produced at the trial of this cause
That shortly after writing his last letter to your orator which was dated May 16th 1826
the said James Winchester departed this life. That after his death your orator addressed a
communication to his heirs and received an answer from his son Lucilius Winchester
acknowledging a full knowledge of the contract aforesaid and avowing a readiness
to consumate the same as will appear by said letter which will also be produced at the

And your orator avers that notwithstanding the said James Winchester was not sufficiently authorized by a power of attorney from all the other heirs to convey to your orator his location part yet that he was the authorized agent of the heirs and representatives of the said George Winchester to contract for locating Surveying and having the said lands patented That all the heirs had full knowledge of that the said James had entered into the agreement aforesaid with your orator and the terms of the same and approved it That they all also had notice of your orators full performance of the said agreement on his part and that they were bound to convey to him his proportion and were willing to do so but were prevented by their dispersed situations That since receiving the letter last mentioned from Lucilius Winchester son of the said James your orator has heard nothing more from any of the said heirs in relation to this business But now so it is may it please your honors although the said Defendants admit the performance by your orator of his part of the said agreement they the said Defendants have notwithstanding neglected and refused hitherto and still refuse and neglect to perform their part of the same or any particular all which is against Equity and good conscience and tends manifestly to the wrong and injury of your orator. In tender consideration whereof and inasmuch as your orator is remediless in the premises by the strict rules of the common Law and is only relievable in Equity. Your orator therefore prays that the writ of Subpoena may issue against the defendants and that they may be compelled to answer all and singular the premises and that notice may be given the defendants of the pendency of this Suit by publication or in such other manner as the Court may deem proper. And your orator further prays that upon the final hearing of this cause the said Defendants may be Specifically decreed to perform their said agreement by conveying to your orator one third part of the said Survey No 10971 of 26664/3 acres his proportion to which he is entitled by said agreement for locating Surveying and obtaining a patent for the said 26664/3 acres and that your orator may have such other and further relief in the premises as Equity and good conscience may require. Harding & Gilbert Sols for Complt

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

Signed Sealed and Acknowledged
in presence of James W. Breedlove

J. Winchester for himself & (Seal)
other heirs of George Winchester
John Evans (Seal)

And at the same time the said John Evans by Lyne Starling his attorney filed herein his affidavit which said affidavit reads in the words and figures following to wit
State of Ohio Franklin County ss July 3rd 1835. Personally came John Evans the complainant named in the foregoing bill and made solemn oath that there are as he is informed and believes other heirs of George Winchester than those named in the foregoing bill of complaint but this affiriant avers that he is ignorant of the names and residence of said heirs. Signed John Evans } In Testimony of which I have hereunto set my hand and my official Seal this 14th day of July A D 1835 M. Gilbert Not Public Franklin County (Seal)
And afterwards to wit on the twenty second day of October in the year Eighteen hundred and thirty five an order of Court was taken which order reads in the words and figures following. to wit
This day came the Plaintiff by their Counsel and filed herein fileed their Bill of complaint against the Defendants and thereupon on motion of complainants counsel it is ordered by the Court that notice of the pendency of this suit cause be given to the defendants or the Defendants By publication of the object and prayer of the Bill in the Ohio State Journal and Columbus Gazette for the Space of four weeks successively And afterwards to wit on the third day of March in the year Eighteen hundred and thirty Six came the complainants by their counsel and made proof of publication and thereupon this cause is continued. which Notice and accompanying affidavit read in the words and figures following to wit. John Evans v The Heirs and Representatives of George Winchester In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio at their October Term 1837 David Winchester Elizabeth Winchester Lydia Winchester. William Winchester (son of Wm Winchester) George Winchester David Winchester Mary Ismer formerly Mary Winchester Lycurgus Winchester Samuel Winchester Ann Wells formerly Ann Winchester Samuel Campbell Mary Campbell James Welling Wm Welling Henry Welling Rebeca Welling Sarah Welling Elizabeth Young. Marcus Brutus Winchester Valerius Publicola Winchester George Winchester James Winchester Mariah Breeze formerly Mariah Winchester the unknown heirs of Solomon Roberson Caroline Elizabeth Shelby formerly Winchester Palamon Winchester Alexander Winchester Eliza Peck formerly Winchester Mary Ann Shelby formerly Mary Ann Winchester Isabella Quen formerly Winchester Lydia Donnell formerly Winchester Ann Winchester Polly Stone Winchester Benjamin Winchester William Winchester Son of Wm Richard Winchester, deceased Lavinia Snowden formerly Winchester Olivia Beech formerly Winchester Amanda Hall (formerly Winchester Polly Bowles formerly Winchester Louisa Locke formerly Winchester Martha Long formerly Martha Hoskiss Matilda —— name unknown formerly Matilda Hoskiss Thomas Hoskiss Lydia Hoskiss Wm Roberts Thomas Roberts Elizabeth Randal formerly Elizabeth Roberts the unknown heirs of Samuel Hoskiss George Roberts Stephen Roberts William Roberts John Roberts Lydia Roberts Sidna Roberts Catharine Roberts Sarah Roberts Amelia Roberts Lydia Roberts and Mary Roberts and others unknown heirs of George Winchester deceased, are hereby notified that on the 22d day of October A D 1835 John Evans of the County of Ross and State of Ohio aforesaid filed in said Court a bill in Chancery against the said defendants the object and prayer of which said bill is to recover one undivided third part of a tract of land containing 2666⅔ acres lying in said County of Union entered and surveyed in the name of the representatives of George Winchester deceased known and described on the books of the principal surveyor of the Virginia military District as Survey No 10971 which the said Evans claims for his services as locator &c And the said defendants are further notified that unless they appear and plead answer or demur to the said Bill within sixty days after the next Term of said Court the said John Evans at the next Term after the expiration of sixty days will apply to said Court to take the matters of the bill as confessed and to decree thereon accordingly. Starling & Gilbert Sols. for compt. State of Ohio Franklin County ss Personally came before me Charles Scott of Franklin County Ohio of lawful age who being duly sworn deposed and said that the annexed notice was published for four successive weeks in the Ohio State Journal and Columbus Gazette a paper published at Columbus in said Franklin County and of general circulation in Union County Ohio commencing on the 6th of Nov 1835 and

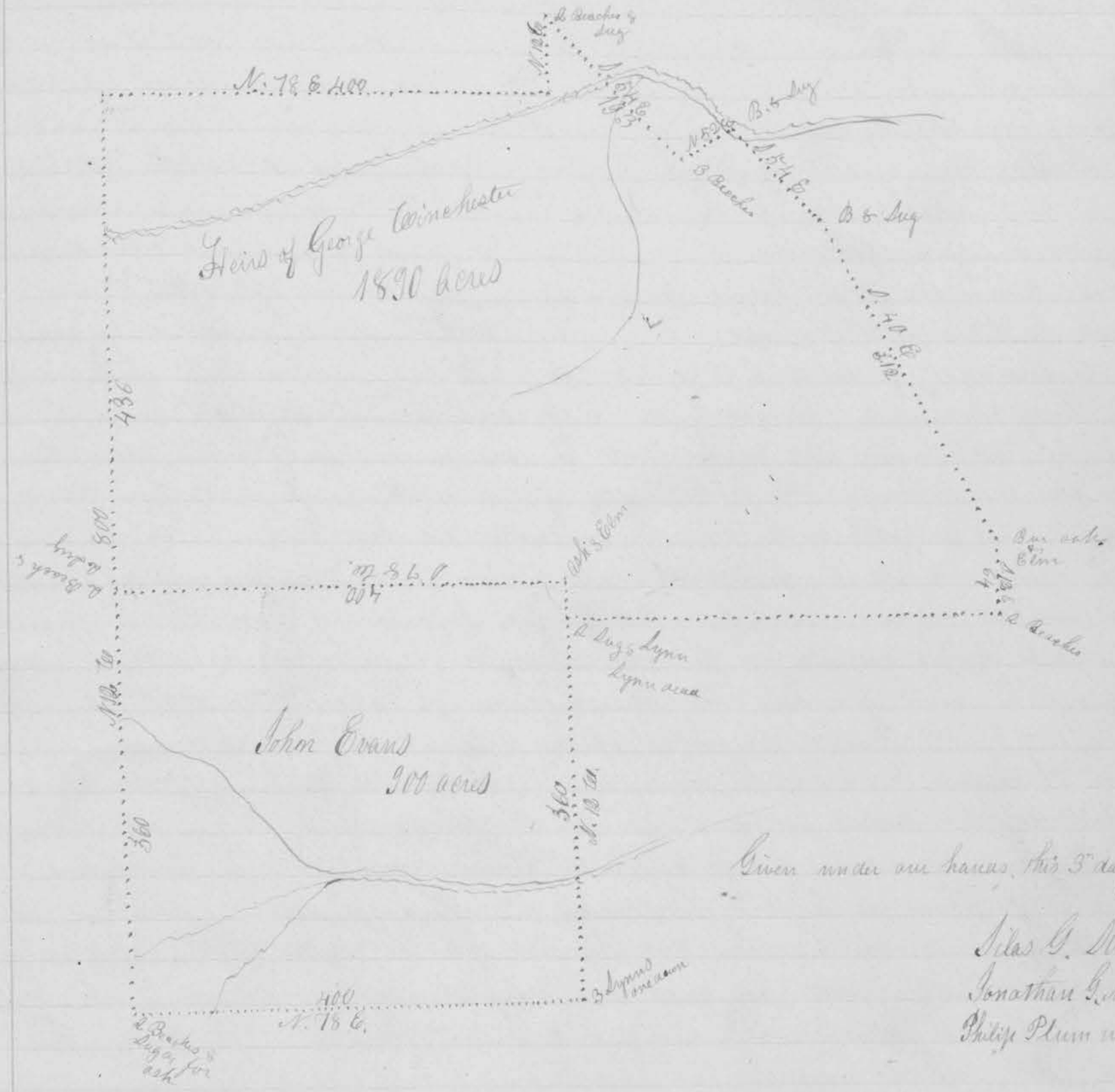
from the Sixth of November Signed Charles Scott. Subscribed and Sworn this 13th day of Feby 1835 before me Warren Jenkins Justice of the Peace Franklin County Ohio

And afterwards to wit on the twenty sixth day of June in the year of our Lord one thousand eight hundred and thirty Six on motion it was ordered by the Court that G. Swan Esqr be appointed Guardian ad Litem to the infants Defendants in this cause and thereupon came the infant Defendants by their said Guardian ad Litem and filed herein their Joint answer to the complainants Bill; which said answer reads in the words and figures following to wit The joint answer of the infant Defendants to the bill of John Evans complainant by G. Swan their guardian ad litem

And the said infant Defendants by their guardian ad litem now come and for answer to said bill of the said John Evans say that they know nothing of the matters and things set forth and contained in the complainants said bill and with full confidence that right and justice will be done in the premises they place themselves and their rights under the protection of the honorable Court by G. Swan their guardian ad litem; And afterwards to wit on the day and year last aforesaid. this cause came on to be heard upon the bill answer and exhibits on consideration of which the Court are of opinion that the complainant John Evans is entitled to one equal third part of the premises in the bill mentioned viz Survey No 10371 of 266⅔ acres entered in the name of the Representatives of George Winchester Whereupon it is ordered by the Court that by the oaths of Jonathan Miller Silas G. Strong and Phillip Plummer partition be made of said lands in the following proportions to wit to the said John Evans one equal third part and to the said representatives of George Winchester deceased two equal third parts and it is further ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause partition to be made accordingly and his proceedings in the premises to certify distinctly under his hand to the next term of this Court until which time this cause is continued. And afterwards to wit on the twenty ninth day of March the day and year first aforesaid came the Sheriff and filed herein his writ of partition and his return thereon together with the commissioners report which said writ return and report reading the words and figures following to wit. State of Ohio Union County ss To the Sheriff of said County Greeting We command you that by the oaths of Silas G. Strong Phillip Plummer and Jonathan G. Miller three fair holders of your County you cause partition to be made in a certain Survey of land agreeably to the prayer of the petition to wit of Survey No 10371 Entered and Surveyed in the name of the Heirs and legal Representatives of George Winchester containing acres and three they set off and apart to said petitioner John Evans one Equal third part of said Survey and to the said Davies Winchester and other Heirs of George Winchester two equal third parts of said tract and that you make return of this writ and your doings Together with their report at the next term of this Court Witness I R Dunn President at the Court House this 25th day of Jany 1837 Silas G. Strong Clk

In pursuance of the command of the foregoing writ I did summons Silas G. Strong Phillip Plummer and Jonathan G. Miller and they by me being duly sworn on the 31st day of January A D. 1837 proceeded to make said partition and made to me their report on the 14th day of February 1837 which said Report is hereto attached and made part of my return. R. Clark Sheriff.

We the undersigned in pursuance of the order of the Court of Common Pleas within and for the County of Union contained in the writ of partition have proceeded to view Survey No 10371 Entered and surveyed in the name of the Heirs and legal Representatives of George Winchester by actual Survey & view we have set off and appointed said Survey as follows 900 acres to John Evans and 1690 acres to the Heirs of said George Winchester all of which will more fully appear and at Large appear by a reference to the following Diagram


N. 78 & 100
Heirs of George Winchester
1890 acres
John Evans
300 acres
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360
400
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Oak & Elm
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Lynn & ash
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Beech & Sug
Sug & Beech
Sug & Beech
Sug & Beech

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To the Court of Common Pleas in and for the County of Union and State of Ohio in Chancery Sitting. Your orator John Pace of the County of Hamilton and State of Ohio represents unto your Honors that Samuel Fisher late of the County of Hamilton aforesaid and State aforesaid being or pretending to be seized in fee simple of a certain tract of land situate in the County of Union Ohio and described as follows containing one hundred and Twenty acres being the North east corner of the tract of land sold to Samuel Fisher by Christopher Anthony By deed bearing date the first of December one thousand eight hundred and seventeen and recorded in the County of Delaware said tract being part of lot No 4071 and the said Samuel Fisher being in want of two hundred and Forty Dollars he the said Fisher did on the twenty fifth day of November one thousand eight hundred and twenty four apply to your orator to lend him the said sum of Two hundred and Forty Dollars to be secured by a mortgage on said premises that your orator did lend him the said Samuel the said sum of Two hundred and forty Dollars and thereupon the said Samuel Fisher together with Elizabeth his wife to secure the repayment of the same with lawful interest by his deed duly executed and dated on the 25 day of November 1824 conveyed the same premises to your orator in fee simple But subject nevertheless to a condition Defeasance on the payment of the said sum of Two hundred and Forty Dollars with lawful interest on the 24 th day of November A.D. 1826 as in and by said mortgage deed herewith filed and made a part of this bill will more fully appear reference being thereto had, Your orator further represents that the said Samuel Fisher has died leaving Elizabeth Fisher his widow and relict also Lucinda Fisher Ellwood Fisher Hannah Fisher Malvina Fisher Celina Fisher also Sarah Houser formerly Sarah Fisher who has since deceased leaving Mary Elizabeth Houser an Infant under the age of eighteen years all of whom the legal representatives of Samuel aforesaid your orator prays may be made Defendants to this bill Your orator further represents that the said Samuel Fisher died intestate and that Michael P. Critelly has been appointed by and received Letters of Administration from the Court of Hamilton County on the Estate of the said Samuel which said Administrator your orator prays may be also made defendant to this his Bill. Your orator further represents that neither the said sum of Two hundred and Forty Dollars nor any part thereof was paid to your orator at the time limited on that behalf whereby the legal estate in said premises became vested in your orator redeemable nevertheless in Equity on payment of the principal and interest due and to become due thereon that the said sum of two hundred and Forty Dollars principal and a large arrear of interest thereon being due he applied to the said Samuel in his lifetime and requested him as well as his heirs and legal representatives since his decease to pay the same to your orator which he and they have wholly neglected and refused to do Your orator therefore prays that your writ of subpoena may issue Directed to the Hamilton County in which the defendants severally reside, against the said several Defendants. and your orator prays a Guardian ad litem may be appointed by this Court for the infant Mary Elizabeth that they may be compelled to answer all and singular the premises. that an account may be taken of how much is due your orator for his principal and interest upon said mortgage that said premises mortgaged as aforesaid may be sold and the proceeds thereof applied to the satisfaction of said principal and interest and that your orator may have such other and further relief in the premises as Equity and good conscience may require and your orator as in duty bound will ever pray W.C. Lawrence Sol for Petitioner. The mortgage to which reference in said bill is made reads in the words and figures following to wit. This Indenture made this twenty fifth day of november in the year of our Lord one thousand Eight hundred and twenty four between Samuel Fisher of the City of Cincinnati County of Hamilton and State of Ohio of the first part and John Pace of the Township of Millcreek County and State aforesaid of the second part witnesseth that the said Samuel Fisher for and in consideration of the sum of two hundred and Forty Dollars Lawful money of the United States to him in hand well and truly paid by the said John Pace the receipt whereof is hereby acknowledged hath granted granted sold bargained sold aliened released conveyed and confirmed and by these

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presents doth grant bargain Sell alien release Convey and confirm unto the Said John Pace his heirs and assigns forever all that certain tract of land containing one hundred and twenty acres being the Northeast corner of the tract of Sold the said Samuel Fisher by Christopher Anthony by Deed bearing date the 12th day of December one thousand Eight hundred and Seventeen and recorded in the County of Delaware Said tract being part of Lot No 4071 and all the Estate right title interest claim and demand of him the said Samuel Fisher of in and to the said premises and every part thereof together with all and singular the privileges and appurtenances to the same belonging or in any wise appertaining and the rents issues and profits thereof To Have and To Hold the premises hereby bargained and Sold or meant or intended to be with the appurtenances to the only proper use and behoof of the said John Pace his heirs and assigns forever and the Said Samuel Fisher for himself his heirs executors and administrators doth covenant and agree to and with the said John Pace his heirs executors administrators and assigns that he is the true and Lawful owner of the premises hereby granted and hath good right full power and Lawful authority to Sell and convey the Same in manner and form aforesaid. and further that he the said Samuel Fisher his heirs executors and administrators will warrant and forever defend the aforesaid Premises with their appurtenances and every part and parcel thereof unto the said John Pace his heirs and assigns against all persons claiming or to claim by from or under him them or any of them or by from or under any other Person or Persons whomsoever. Provided nevertheless and it is hereby expressly Declared to be the true intent and meaning of these presents that if the said Samuel Fisher his heirs executors or administrators Shall well and truly pay or cause to be paid unto the said John Pace or his certain attorney heirs executors administrators or assigns the Sum of Two hundred and Forty Dollars Lawful money of the United States at any time within two years from the date of this indenture with interest until said money be paid. if it is paid then and in that case the foregoing indenture and every part thereof to be void and of no effect otherwise to be and remain in full force and Virtue In Witness whereof the said Samuel Fisher and Elizabeth his wife who hereby relinquishes her right of Dower in the Premises hath hereunto set their hand and seal the day and year first above written Signed Sealed and Delivered in Presence of Elwood Fisher James Foster.

Signed Samuel Fisher {Seal} Elizabeth Fisher {Seal}

The State of Ohio Hamilton County ss

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

James Foster Justice of the Peace {L.S.}

And afterwards to wit on the twenty fourth day of october in the year one thousand eight hundred and thirty five there issued from this office one writ of Subpoena for Michael P. Casselly which said writ reads in the words and figures following to wit. State of Ohio Union County ss To the Sheriff of Hamilton County Greeting. We command you to summon Michael P. Casselly to be and appear before the Honorable the Judges of the Court of Common Pleas at the Court House in Marysville on the first day of the next Term of said Court to be holden within and for said County to answer a petition in Chancery filed against him and others in said Court by John Pate and this he shall in no wise omit under the penalty of one thousand Dollars. Witness the Honorable Joseph R. Swan President of our said Court at the Court House in Marysville this 24th day of october 1835 Silas G. Strong. and afterwards to wit on the Sixth day of november one thousand eight hundred and thirty five came said Sheriff and filed said writ of Subpoena together with his return which said return reads as follows to wit Served personally by copies Feby 10th 1835 S. Fosdick Sheriff and afterwards to wit on the heretofore 19 nineteenth day of May in the year of our Lord one thousand eight hundred and thirty six came the said Michael P. Casselly by W. C. Lawrence his attorney and filed herein his separate answer to the foregoing Bill which said answer reads in the words and figures following to wit. The Separate answer of Michael P. Casselly one of the Defendants to a bill of complaint exhibited against himself and Defendants by John Pate complainant to foreclose mortgage This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors uncertainties imperfections and Insufficiencies in the said complainants said Bill of complaint contained for answer thereto or so much thereof as he this Defendant is advised is material for him this Defendant to make answer unto. he this Defendant answering saith that he this defendant knows nothing other or contrary to the allegations contained in said Bill of complaint and that he this defendant admits it to be true that the said Samuel Fisher deceased did at or about the time in the said Bill of complaint in that behalf mentioned borrow of complainant the Sum of money as in complainants said Bill is stated and that thereupon such bargain and sale and such Deed as in the said bill of complaint are set forth were duly made and executed by and between said Samuel deceased and said complainant and were of such date and of such import and effect as in said bill of complaint in that behalf is stated. and this defendant says it may be true for any thing he this defendant knows to the contrary that the said Sum of money so borrowed and secured by mortgage was not paid by the said Samuel in his lifetime nor any part thereof nor the interest arising thereon to the said complainant nor has the same nor any part thereof been paid to said complainant since the decease of the said Samuel and this defendant knows of no

way by which the same could be paid to said complainant by him this defendant other than by a sale of the said mortgaged premises as prayed for by said complainant and this defendant further answering saith that he this defendant is now willing that the prayer of said complainant in his said Bill of complaint contained be granted and that the said mortgaged premises may be sold in accordance with the Statute as he this defendant is wholly unable to redeem the same on behalf of the Heirs and legal representatives of the said Samuel Fisher deceased and having thus fully answered he this defendant prays he may be discharged with his costs in this behalf expended and as in duty bound he will ever pray. Mc R. Cassilly & C. Lawrence Sol for Defts

State of Ohio. Hamilton County ss. Personally appeared before me Michael R Cassilly who being duly sworn saith that the matters and things contained in the foregoing answer are true so far as stated of his own knowledge and so far as stated on information he believes to be true. John A Wiseman Justice of the Peace in and for Hamilton County Ohio. and afterwards to wit on the twenty seventh day of June in the year Eighteen hundred and thirty six came Mary Elizabeth Houser by Silas G Strong her Guardian ad litem and filed herein her Separate answer to the foregoing Bill which said answer reads in the words and figures following to wit. The Separate answer of Mary Elizabeth Houser by Silas G. Strong her Guardian ad litem to the Bill of complaint exhibited against herself and others by John Stace

This Defendant now comes and for answer to the Bill of said complainant says that she admits the execution of said mortgage Deed by Samuel Fisher Deceased but she knows nothing generally as to the matters and things further charged in complainants said Bill and having thus answered she prays to be dismissed with her costs &c Mary Elizabeth Houser by Silas G. Strong her Guardian ad litem C. C. & Lawrence Sol for Defts. 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 complainant by his counsel and the respondent Michael R. Cassilly and others Having filed their answers this cause is submitted to the Court upon the Bill answers and exhibits and the Court being fully advised and having Inspected the mortgage mentioned in complainant said Bill do find that there remains now due and unpaid to said complainant and secured by said mortgage the Sum of $405.60. It is therefore ordered adjudged and decreed that Silas G. Strong Special Master commissioner in Chancery for this Court herein appointed for this purpose do proceed to sell the mortgaged Premises in said Bill and mortgage mentioned and described at Publick Sale having first caused the same to be appraised according to the provisions of the Statute regulating Judgments and executions and that he make return of his doing at the next Term of this Court. and afterwards to wit on the twenty third day of November in the year of our Lord one thousand eight hundred and thirty six the following appraisers return was filed herein which said return reads as follows to wit State of Ohio Union County ss We the undersigned Freeholders in the County of Union and duly Sworn by Silas G. Strong Master commissioner in Chancery for the County of Union to view and appraise one hundred and twenty acres of land part of Survey No 4071 Bounded as follows Beginning at a Sugar tree and Iron wood the North east corner of said Survey thence S 9.° W E 125 poles to an ash and Pich ory thence S. Eighty degrees west 152 poles to an ash thence N. 10 W 125 poles to an Ironwood & Elm thence N. 80 E 152 poles to the Beginning Certify that after actual view we this 19 th day of Nov 1836 do appraise said 120 acres of Land to be worth in case $ 375 00 Dollars Given under our hands this day of view to wit Nov 19th 1836 Signed Ransom Clark Joseph Gibson John S. Fulton and afterwards to wit on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven came Silas G. Strong and filed herein his report which said report reads in the words and figures following to wit In obedience to the command of the order of Court in said cause said mortgaged Premises to be appraised by Ransom Clark Joseph Gibson and John S. Fulton

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three disinterested Free holders of the County who after being duly Sworn and actual view appraise said Land to the Sum of $375,00 Dollars and having advertised the time and place of Sale in the Ohio State Journal and also by written notice set up in six places in the County of which two were in the Township where the Lands Situate and one of which was on the Door of the Court House in Marysville and all for a period of time exceeding thirty days Prior to the 29 th day of November 1836 proceed to sell at publick Vendue said land and at the Door of the Court House in Marysville and did then and there between 10 o'clock A. M. and 4 o'clock P.M. Struck off and sold the same to John Pace for the Sum of $225,00 he being the highest and best bidder therefor and Having bid two Thirds the appraised value thereof Signed Silas G. Strong Master commissioner in Chancery And afterwards to wit on the thirty first day of March in the year first aforesaid On Motion to the Court by W.C. Lawrence Counsel for the Plaintiff and upon producing and reading the report made in this cause by Silas G. Strong Master commissioner of this Court bearing date first day of Nov A.D. 1837 It is Ordered that said report and all the matters and things therein contained do Stand ratified and confirmed and it is further ordered that the said Master commissioner convey the said Lands and tenements so sold as aforesaid to the said John Pace in fee Simple Attest James H. Gee Clerk pro tem

J R Swan

George A. Ives
vs
William Wilson

Pleas before his Honor J.R. Swan President and Robert Nelson John Porter and James Hill his associates Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven Be it remembered that heretofore to wit on the twelfth day of January in the year of our Lord one thousand eight hundred and thirty six the Plaintiff sued out of the Clerks office of the Court aforesaid the following writ of Summons against the Defendant to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summons William Wilson to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of the next Term to answer unto George A. Ives in a plea of Trespass Damages $500. Witness J.R. Swan Chief Judge of our Court of Common Pleas at the Court House in said County this 12 th Day of January A.D. 1836 Silas G. Strong Clerk And afterwards to wit on the twenty eighth day of June in the year of our Lord one thousand eight hundred and thirty six came the Plaintiff by his attorney and it appearing that the said Defendant is a minor under the age of twenty one years On motion the Court appoint William C. Lawrence Guardian ad litem for said Defendant Whereupon came the said William C. Lawrence and having accepted said appointment Entered his appearance as such and thereupon this cause is continued. And afterwards came the Plaintiff by Powell and Fuller his attornies and files herein his declaration, which said declaration reads in the words and figures following to wit Court of Common Pleas June Term 1836 Union County ss George A. Ives complains of William Wilson of a plea of Trespass with force and arms for that the said Wilson heretofore to wit on the first day of October A.D. 1836 at the County of Laporte in the State of Indiana to wit at Union County aforesaid did kill and destroy one horse of the value of Seventy five Dollars one horse colt of value of Sixty dollars one mare of the value of Seventy dollars one mare colt of the value Sixty dollars of the goods and chattels of the said Ives then and there being found and then and there took and converted the same to his own use to the damage of the Plaintiff $300 and therefore he sues Powell and Fuller

attys for Plffs

And afterwards came the Defendant by William C. Lawrence his Guardian ad litem and filed herein his answer to the foregoing declaration which said answer reads in the words and figures following to wit. And the said William Wilson by William C. Lawrence his guardian ad litem comes and defends the force & &c and says that he is not guilty in manner and form as the Plaintiff hath charged against him and of this he puts himself upon the Country and the Plaintiff doth the like. W C Lawrence guard ad litem and atty for Defe and afterwards to wit on the tenth day of October in the year of our Lord one thousand eight hundred and thirty six on motion this cause was continued over former order. And afterward to wit on the thirty first day of March in the year of our Lord one thousand eight hundred and thirty seven came the Parties and waive a trial by a Jury of the issue joined between the parties and submit the same to be tried by the Court and thereupon the Court upon hearing the proofs and allegations of the parties and on mature deliberation hereon have do find that the said William Wilson is guilty in manner and form as the said George A. Ives hath in his declaration charged and do assess the plaintiffs dam ages by reason thereof to Seventy five Dollars It is therefore considered by the Court that the said George A. Ives do recover against the said William Wilson the aforesaid sum of Seventy five Dollars his damages aforesaid and it is ordered by the Court that each party pay their costs by them severally incurred and expended in this cause and in default thereof that execution thereof Attest James H. Gill Clerk protem

J R Swan

Solomon Norton } Plea before his Honor J R Swan President and Robert Nelson
v } John Reed and James Gill his Associates Judges of a Court
Russell Bigelow } of Common Pleas began and held at the Court House in the
Town of Marysville within and for the County of Union &
State of Ohio on the twenty ninth day of March in the year of our Lord one
thousand eight hundred and thirty seven — Be it remembered that heretofore
to wit on the third day of March in the year of our Lord one thousand eight
hundred and thirty six came Solomon Norton and filed herein a transcript
from the Docket of David Burnham a Justice of the Peace within and for the
said County of Union in which it is alledged that the said Burnham ren
dered Judgment against the said Norton in favor of the said Bigelow from
which Judgment the said Norton took an appeal and afterwards to wit on the twen
ty third day of March in the year of our Lord one thousand eight hundred and
thirty six came the Plaintiff by William C. Lawrence his attorney and filed
herein his declaration which said declaration reads in the words and figures
following to wit Union Court of Common Pleas March Term 1836 Union County ss
This cause comes into Court on an appeal from the Docket of David Burnham
a Justice of the Peace of Union Township and County aforesaid and thereupon
the said Solomon Norton by William C Lawrence his attorney complains of the
said Russell Bigelow for that whereas the said Russell Bigelow heretofore to wit
on the first day of november in the year 1835 at the County of Union aforesaid
was indebted to the said Solomon in the sum of $56,15 Lawful money for divers goods
wares merchandize and chattels by the said Solomon Norton before that time sold and de
livered to the said Russell Bigelow and at his special instance and request and
being so indebted he the said Russell Bigelow in consideration thereof aforesaid to wit
on the day and year aforesaid at the County aforesaid undertook and then and there
faithfully promised the said Solomon Norton to pay him the said last sum of money
when he the said Russell Bigelow should be thereunto aforesaid requested
And whereas also aforesaid to wit on the day and year last aforesaid at the Coun
ty aforesaid in consideration that the said Solomon Norton at the like special
instance and request of the said Russell Bigelow had before that time
sold and delivered divers other goods wares and merchandize to the said

Rufsell Bigelow he the said Rufsell Bigelow undertook and then and there faithfully promised the said Solomon Norton to pay him so much money as the said last mentioned goods wares and merchandise at the time of the said sale and delivery thereof were reasonably worth when he the said Rufsell Bigelow should be thereunto afterwards requested and the said Norton avers that the said last mentioned goods wares and merchandise at the time of the sale and delivery thereof were reasonably worth the further sum of fifty six dollars and fifteen cents lawful money. to wit at the County aforesaid whereof the said Rufsell Bigelow afterwards to wit on the day and year aforesaid had notice and for that whereas also the said Rufsell Bigelow was indebted to the said Solomon Norton in the further sum of five dollars for money then and there to wit on the day and year aforesaid paid by the said Solomon Norton for the use of the said Rufsell Bigelow at his request and being so indebted he the said Russell in consideration thereof the County aforesaid and on the day and year aforesaid then and there undertook and faithfully promised said Solomon to pay him the said last mentioned sum of money when he the said Rufsell should be thereunto requested. Nevertheless the said Russell Bigelow not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Solomon Norton in this behalf hath not as yet paid the said several sums of money or any or either of them or any part thereof to the said Solomon Norton although often requested so to do But the said Rufsell Bigelow to pay him the same hath hitherto wholly refused neglected and refused and still doth neglect and refuse to the damage of the said Solomon $56.15 and therefore he brings his suit &c Lawrence atty for Plff And afterwards to wit on the tenth day of October in the year of our Lord one thousand eight hundred and thirty six. It is agreed by the parties and their attornies the pleadings in this case be so amended that John Norton be inserted in the declaration as a joint plaintiff with the said Solomon And thereupon by consent of every body this cause and all controversies of every kind between the said Solomon and John Norton and said Bigelow are referred to William Richy David Mitchell and James Buck who are to meet at the House of Otway Curry in said County of Union some time between this and next Court after giving the other a few days notice of the time of meeting verbally or in writing. The said referees may examine all the parties upon their oaths and take such other testimony as they or a majority of them may think fit The referees or a majority of them must make up the award or reference in writing and return the same to next Court in this County and neither party shall take any exception to said award either in form or substance but the award so made and returned in writing shall be also final between the parties and there shall be without objection a Judgment entered up thereon as returned and the cause is continued for report And afterwards to wit on the day and year first aforesaid came the parties by their attornies and thereupon a certain award between the parties was produced in the words and figures following to wit the defendant Rufsell Bigelow aforesaid shall pay unto the Plaintiffs Solomon Norton and John Norton aforesaid the sum of Ninety Eight Dollars and Eighty seven cents and an half which sum when paid shall be consideration in full as a termination of all claims accounts demands and controversies betwixt the aforesaid parties prior to this date and we do further agree determine and award that the said Defendant Rufsel Bigelow shall pay the sum of Fifteen Dollars and fifty three and an half cents costs made on the Docket of Otway Curry at the time of this investigation and arbitrament on the 23d and 24th days of November 1836 to gether with all costs heretofore made in all legal proceedings heretofore had that may hereafter be had in relation to said controversy Given under our hands this 24 day of november. Wm Richy David Mitchell James Buck

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Wilson

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The Writ
of Silas Ken

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It is therefore considered by the Court that the Plaintiffs Recover of the Defendants the Sum of Ninety Eight Dollars Eighty seven cents the Sum so awarded to them also the further Sum of $ 15.53 the costs accruing by reason of said Arbitration Together with all costs heretofore and now here expended and execution to Dollars and cents James H. Gillett Pltfs Atty

J R Swan

Wesley Kent

vs

The Heirs & Devisees of Silas Kent Deceased.

Pleas before his Honor J R Swan President and Robert Nelson John Porter and James Hill his Associates at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty ninth day of March in the year of our Lord one thousand Eight hundred and thirty seven

Be it remembered that heretofore to wit on the twenty third day of May in the year of our Lord one thousand Eight hundred and thirty six. came Wesley Kent by Moses B. Corwin his attorney - and filed herein his petition which said petition reads in the words and figures following to wit.

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Your orator Wesley Kent of the County of Union respectfully represents unto your Honors that he is one of the Heirs and Legal representatives of Silas Kent late of Union County who died Intestate and your petitioner further Represents unto your Honors that the said Silas Kent died seized in Fee Simple to the following Tracts of Land lying in Union County to wit all the remainder of a tract of three hundred and four acres of land Deeded to said Silas Kent in his life time by Walter Dun and wife except one hundred and fifteen acres thereof taken from the South side of said Tract and sold and conveyed by the said Silas Kent in his life time to Moses Fullington which said three hundred and four acres of land so deeded by Walter Dun to said Silas Kent in his life time is bounded and described as follows to wit Beginning at a Stake at the Northwest Corner of a Tract of land conveyed by said Dun and wife to John T. Sabin on the 24th day of January 1830 thence with said line S. 8° E four hundred and fifteen Poles to a Stake at his Northwesterly corner thence N 39 E. 155 poles to Six Buck eyes Two from one root and four from another Root an original Corner of Survey No 1474 thence No 8° W. 55 poles to a Stake at the Southeast Corner of a Tract of land that said Dun and wife conveyed to Moses Patrick on the 5th day of January 1833 thence with his line N. 8° E. two hundred and Eighty two Poles to a Stake at his northeast corner in the line of Obediah Smiths Survey No 4807 thence with Smiths said line N. 67° E 138 poles to the Beginning containing three hundred and four acres which after deducting the one hundred and fifteen acres so sold by the said Silas Kent in his life time to the said Moses Fullington from the South side of said Tract above described leaves a balance of one hundred and Eighty nine acres owned by the said Silas Kent at the time of his Death. Also Eighty acres of land adjoining the Tract above described bounded and described as follows to wit. Beginning at a Hickory in Survey No 4807 on the waters of little Darby creek thence S. 84° E. 64 poles to two white Elms and a Black ash thence S 8° E 310 poles to a Stake in the South lines of said Survey and corner to John T Sabin thence N 67 E. 65¼ poles to a Stake in the line of Walter Duns Survey thence N 8° W 190 poles to the Beginning containing Eighty acres be the same more or less being part of Survey No 4807 Surveyed for Obediah Smith and Patented to William Rutch June 29th 1813 which said two Tracts or parcels of land above described contain two hundred and sixty nine acres owned by the Silas Kent at the time of his Death. And your Petitioner further represents that the said Silas Kent left the following Heirs and legal representatives to wit Olive Kent his Widow Thomas Holyrod and Rachel his wife

late Rachel Kent Charlotte Kent John Kent Hiram Kent Sarah Kent Meshback Kent Mary Kent Daniel Kent Emerilas Kent Elijah Kent Levice Kent & Silas Kent his legal Heirs and representatives all of whom your petitioner prays may be made Defendants to this petition and your petitioner further represents that he is a joint Tenant with the above named Defendants to the Said two hundred and sixty nine acres of land above described and that no partition of the same has yet been made wherefore your petitioner prays your Honors to grant unto him your writ of partition directed to the Sheriff of Union County commanding him to make partition of the premises above described according to the provisions of the Statute in such case made and provided and your petitioner will &c Moses B. Corwin atty for Plaintiff. And afterwards to wit on the twenty third day of May in the year of our Lord one thousand Eight hundred and thirty Six the writ Signed of Subpoena to the Defendants which said writ of subpoena reads in the words and figures following to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Olive Kent widow and Relict of Silas Kent late of deceased Thomas Holycrop and Rachel his wife Charlotte Kent John Kent Hiram Kent Sarah Kent Meshach Kent Mary Kent Daniel Kent Emanilas Kent Elijah Kent Levice Kent and Silas Kent to appear before our the Judges of the Court of Common Pleas of Union County on the first day of their next Term to answer unto a petition in Chancery filed in our said Court against them and this they shall in no wise omit under the penalty of one hundred dollars and have then there this writ Witness S. K. Bolan President of our said Court this 23d day of May A.D. 1836

Silas G. Strong Clk

And afterwards to wit on the twenty Eighth day of June in the year of our Lord one thousand Eight hundred and thirty Six this cause was continued for answer and afterwards to wit on the Eleventh day of October in the year of our Lord one thousand Eight hundred and thirty Six This cause came on to be heard and the Court being Satisfied that due notice of the pendency of this petition has been given to the Defendants named in said petition and no Sufficient reason why partition of the premises described in said petition should not be made according to the prayer of said petition the Court therefore do order that a writ of Partition issue in this case directed to the Sheriff of this County commanding him that by the oaths of David Mitchell Wilson Smith and James Miller three Judicious and Disinterested Free holders of the vicinity he cause to be set off and divided to Olive Kent the widow of said Silas Kent her dower in the lands and premises in Sd petition and after her Dower is Set off he cause to be Set off and divided to Westley Kent the one equal thirteenth part of said premises to Thomas Holycrop and Rachel his wife late Rachel Kent the one equal thirteenth part of said premises to John Kent one equal thirteenth part of said premises to Hiram Kent the one equal thirteenth part of said premises to Sarah Kent the one equal thirteenth part of said premises to Meshback Kent the one equal thirteenth part of said premises to Mary Kent the one equal thirteenth part of said premises to Daniel Kent the one equal thirteenth part of said premises to Emanilas Kent the one equal thirteenth part of said premises to Elijah Kent the one equal thirteenth part of said premises to Levice Kent the one equal thirteenth part of said premises and to Silas Kent the one equal thirteenth part of said premises and the said Sheriff make return of his proceedings under said writ to the present Term of this Court and this Cause Stands continued and afterwards to wit upon the ~~xxxxx~~ thirteenth day of October in the year of our Lord one thousand Eight hundred and Thirty Six (came the Sheriff) there issued from the Clerks office a writ of partition directed

to the Sheriff which said writ reads in the words and figures following to wit
State of Ohio Union County ss To the Sheriff of said County Greeting We com
mand you that by virtue of the foregoing order you proceed to set off and par
tition the premises mentioned in said Bill to wit all the remainder of a tract
of three hundred and four acres of Land Deed to said Silas Kent in his lifetime by
Walter Dunn and wife except one hundred and fifteen acres thereof taken from
the South side of said Tract and sold and conveyed by the said Silas Kent
in his lifetime to Moses Fullington which said three hundred and four acres of
Land so deeded by Walter Dunn to said Silas Kent in his lifetime is Bound
ed and described as follows to wit Beginning at a Stake at the South west cor
ner of a tract of Land conveyed by said Dunn and wife To John F. Sabin on
the 24th day of January 1830 thence with his line S. 8° W. four hundred and
fifteen poles to a Stake at his most westerly corner thence N 32 W 159 poles to
Six Burr oaks two from one Root and four from one Root an original corner
of Survey No 7474 thence N 80 W 55 poles to a Stake at the Southeast corner
corner of a Tract of Land that said Dunn and wife conveyed to Moses Pollock
on the Sixth day of January 1829 thence with his line N. 8° E. two hundred &
Eighty two poles to a Stake at his north east corner in the line of Obadiah
Smiths Survey No 4807 thence with Smiths line N. 67° W. 138 poles to the Be
ginning containing three hundred and four acres which after deducting the
one hundred and fifteen acres so sold by the said Silas Kent in his lifetime
to said Moses Fullington from the South side of said Tract above described leaves
a balance of one hundred and Eighty nine acres owned by the said Silas Kent
at the time of his Death. also Eighty acres of Land adjoining the tract above
described Bounded and described as follows to wit Beginning at a Hickory in
Survey No 4807 on the waters of little Darby creek thence South Eighty four &
64 poles to two white Elms and a Black Ash thence N. 8° W. 210 poles to a
Stake in the South line of said Survey and corner to John F. Sabin thence
N 67 W. 66 ½ poles to a Stake in the line of Walter Dunn Survey thence N. 6
190 poles to the beginning containing Eighty acres be the same more or less being
part of Survey No 4807 Surveyed for Obadiah Smith and patented to William
Hutson June 29th 1813 which said tracts or parcels of Land above described con
taining two hundred and forty nine acres of Land owned by the said Silas
Kent at the time of his Death and that you do by the oaths of the said David
Mitchell Orson Smith and James Miller make report of your doings at the next
Term of this Court. Witness the Honorable Joseph Reinhart President of our said
Court at the Court House this 8th day of October A. D. 1836 Silas C. 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 said
writ of partition together with his return and the report of the commissioners
which said return and report read in the words and figures following to wit
In pursuance of the above order I proceeded on the Eighteenth day of November
to Summon Orson Smith David Mitchell and James Miller named in the above
writ to appear on the land mentioned on the 26 day of November and on the
said 26th after being duly sworn by me they made to me their report that is here
anex R. Clark Sheriff. We David Mitchell Orson Smith and James Miller being
sworn by Ransom Clark Sheriff of Union County to partition the real estate
of Silas Kent late of said County agreeable to an order from the Court of Com
mon Pleas directed to said Sheriff have this day viewed said lands and are of opinion
that the premises cannot be distributed without materially effecting the value Ther
fore have set the widow Olive Kent her dower in said premises in the manner
following to wit one equal third part of each tract named and described in
said deed Bounded and laying the full length of the East line of said several
Tracts of land and extending west with parallel lines a distance sufficient
to make one equal third part of each tract We do appraise the two tracts

described in said view at Eleven dollars per Acre and we further consider that the encumbrance of the Widows Dower reduces the value of the land on which it is placed three Dollars per acre Given under our hands and Seals this 26th day of Nov 1836. Signed Davis Mitchell Gideon Smith James L Miller Commissioners And afterwards now here to wit on the day and year first aforesaid On motion of Moses B. Corwin Counsel for the petitioner and upon producing the the proceedings of the Sheriff and the report of the proceedings of the Commissioners herein before appointed and the same being examined it is ordered that the said proceedings and report be and the same are hereby confirmed and thereby the said Westley Kent Electing to take said estate at the said valuation of said Commissioners and having paid to the residue of the said heirs of said Silas Kent deceased their respective proportions of the appraised value thereof. the said estate is hereby adjudged to the said Westley Kent and the said Sheriff is ordered to execute a deed in fee simple for the same to the said Westley Kent according to the Statute in such case made and provided and it is further ordered the costs and expenses of this suit taxed to Dollars and Cents be paid by the parties in proportions to their Several Shares in said Estate and Moses B. Corwin allowed $25,00 for his Services as attorney for petitioner to be taxed in said Bill of costs

Attest James H. Gill Clerk C.P. pro tem

J R Lyman

State of Ohio } Be it remembered that at a Court of Common Pleas begun and
vs } held at the Court House in the Town of Marysville within and
Henry H. Gandy } for the County of Union and State of Ohio before His Honor
Joseph R. Swan President and Robert Nelson John Porter and
James Hill his Associates Judges of said Court on the twenty
ninth day of March in the year of our Lord one thousand Eight hundred and
thirty seven. William Toby Joseph Miller Elisha White Henry Sager Archibald
G Brooks William Eagin Charles Bennet Joshua Inday Grayson Clements
Carey Burnham William B. Irwin John Dysert Aaron Skinner William Bates
and Samuel B. Johnson, good and Lawful men Jurors of the Grand Jury of
the State of Ohio then and there duly empannelled and sworn to enquire within
and for the body of the County of Union in the name and by the authority of
the State of Ohio do present and find that heretofore to wit at the October
Term in the year of our Lord one thousand Eight hundred and thirty five
of the Court of Common Pleas in and for said County of Union said Court
then and there sitting in Marysville in the said County of Union and in the
State aforesaid among the Pleas of said Term a certain bill of Indictment was
pending in said Court before the Judges of said Court wherein the said State
of Ohio was plaintiff and one Oliver Simpson Defendant in a certain prosecution
for an assault and battery in and upon one Henry H. Gandy which said
prosecution had before then been commenced between the said parties by
Indictment at a former Term of said Court of Common Pleas at Marys-
ville aforesaid in the said County of Union aforesaid at the October Term
aforesaid and on the twenty second day of October aforesaid in the year
one thousand Eight hundred and thirty five aforesaid and before the Judges
of the said Court came on to be tried and the said Oliver Simpson be-
ing arraigned at the Bar of said Court in due form of Law Pleaded
Guilty to said prosecution by Indictment and Submitted his cause to the
Court and then and there and thereupon it became proper matter
and important for the Court aforesaid at the Term aforesaid in passing
Sentence on the said Simpson to be advised and informed of the nature
extent and amount of violence used by the said Simpson in having
plead Guilty as aforesaid in the commission of the said assault and battery

in and upon the said Henry H. Gandy as also was of importance and material for the Court aforesaid to be advised of the Conduct and demeanor of the said Henry H. Gandy towards the said Oliver Simpson tending to provoke and excite the said Simpson to the commission of the said assault and battery whereof he stood Indicted and to which he had so pleaded Guilty as aforesaid and upon the body of the said Henry H. Gandy and that then and there on an examination to advise and inform the said Court of the nature cause and amount of violence used by the said Oliver Simpson in the commission of said assault and battery whereof he stood Indicted as also to inform and advise the said Court of the conduct and demeanor of the said Henry H. Gandy tending to provoke and excite the said Oliver Simpson to the commission of said assault and battery aforesaid and of which said Oliver Simpson had pleaded Guilty the said Henry H. Gandy late of Union County did then and there to wit at the October Term aforesaid did appear and was produced for and on behalf of the said State of Ohio Plaintiff and that the said Henry H. Gandy did then and there before the said Court take his corporal oath and was then and there duly Sworn according to law that the evidence which he the said Henry H. Gandy should give to the Court touching the matters in question should be the truth the whole truth and nothing but the truth and Court then and there having competent power and authority to administer said oath to the said Henry H. Gandy in that behalf and then and there to advise and inform the Court aforesaid touching the assault and battery aforesaid of which the said Oliver Simpson stood Indicted and pleaded Guilty to as aforesaid it became a material question whether the said Henry H. Gandy had made or aided in making certain pamphlets which were set up in the vicinity of the residence of the said Oliver Simpson some few days before the commission of the said assault and battery aforesaid for which the said Oliver Simpson was then about to receive his sentence whether he the said Henry H. Gandy had written or aided in printing a certain piece of written composition which was placed upon said certain pamphlets and that thereupon the said Henry H. Gandy being so produced and sworn as aforesaid devising and wickedly intending to cause and procure an unjust sentence to pass against the said Oliver Simpson for the State of Ohio Plaintiff as aforesaid on the examination aforesaid to advise and inform the Court as aforesaid not having the fear of God before his eyes but being moved and seduced by the Devil did then and there to wit on the twenty second day of October aforesaid in the year of Thousand Eight hundred and sixty five at the County aforesaid and before said Court falsely maliciously wickedly wilfully and corruptly and by his own proper act and consent depose Sworn declare and give in evidence amongst other things to the Court aforesaid so sworn to give evidence as aforesaid in substance as follows that he the said Henry H. Gandy did not make nor aid in making said certain pamphlets meaning the said pamphlets in the first question above referred to, that he the said Henry H. Gandy had not written or aided in printing said certain piece of written composition which was placed upon said certain pamphlets whereas in truth and in fact the said Henry H. Gandy had made or aided in making said certain pamphlets, and whereas in truth and in fact the said Henry H. Gandy had written or aided in printing said certain piece of written composition which was placed upon said certain pamphlets and so the said aforesaid on their oaths aforesaid do say that the said Henry H. Gandy on the examination aforesaid so to inform the Court aforesaid on the twenty second day of October aforesaid in the year one thousand Eight hundred and sixty five aforesaid at the County aforesaid before the said Court aforesaid so as aforesaid having sufficient and competent power and authority to administer said oath to the said Henry H. Gandy in that behalf by his own proper act and consent and of his own most wicked and corrupt

mind in manner and form aforesaid did falsely wickedly maliciously wilfully
by and corruptly upon his oath aforesaid commit wilfull and corrupt perjury
to the great displeasure of God Almighty to the manifest perversion of Jus
tice to the evil example of others in like cases offending contrary to the
form of the Statute in such case made and provided and against the
peace and dignity of the State of Ohio. And the Jurors aforesaid upon their
oath aforesaid do further present that heretofore to wit at the October term
in the year one thousand Eight hundred and thirty five at the County of
Common Pleas aforesaid of the County of Union and State of Ohio aforesaid a
certain Indictment then before in due manner found against one Oliver
Simpson late of said County of Union and State of Ohio aforesaid was
depending in the said Court of Common Pleas and that in and by the said
Indictment it was charged that the said Oliver Simpson late of Leesburg
Township in said County on the fourteenth day of April in the year of our
Lord one thousand Eight hundred and thirty five at the Township afore
said 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 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 and the
Jurors aforesaid on their oath aforesaid do further present that at the October Term
of the Court aforesaid in the year one thousand Eight hundred and thirty five
aforesaid Oliver Simpson was arraigned at Bar of said Court on said Indictment
in due form of law and being so arraigned pleaded Guilty of the premises
in said Indictment specified and charged upon him in manner and form
as in and by the said Indictment it was alledged against him. And then
and there came thereupon at the Court aforesaid in person the said
said Oliver Simpson so inducted and so having pleaded Guilty as before
said to be advised and informed whether the said Henry H. Gandy had
by his conduct had procured and provoked said Oliver Simpson to
commit said assault and battery in and upon the said Henry H. Gan
dy. that thereupon it became a material question whether the said
Henry H. Gandy had set up or aided in setting up certain puddles
in the vicinity of the dwelling of the said Oliver Simpson a short time
before the commission of said assault and Battery whether he the said
Henry H. Gandy had written or aided in writing a certain piece of written
composition placed upon said certain puddles and the Jurors aforesaid on
their oath aforesaid do further present that the said Henry H. Gandy late
of said County with force and arms unlawfully and unjustly contriving
and intending contrary to truth and Justice to abuse and cause the said
Court of the County aforesaid to ordain and procure the punishment
of him the said Oliver Simpson for his offence aforesaid and to defeat the
ends of Justice afterwards to wit on the twenty second day of October in
the year one thousand Eight hundred and thirty five at the County afore
said in his own proper person appeared before the said Court and that
the said Henry H. Gandy was sworn and took his corporal oath that
the testimony by the said Henry H. Gandy should give to the Court touch
ing the matters in question should be the truth the whole truth and nothing
but the truth said Court then and there having full power and
competent authority to administer said oath to the said Henry H. Gan
dy in that behalf and that the said Henry H. Gandy being so sworn
and not fearing God but seduced by the devil and unlawfully and

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H. Gandy on
Eight hundred
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Ohio. And the
heretofore to wit
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and State of Ohio
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Simpson so
informed whether
Oliver Simpson
Henry H. Gan
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Henry H. Gan
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said Henry
Law and
by H. Gandy

and unjustly conniving and intending as aforesaid on the twenty third day of octo
ber aforesaid before the Court aforesaid upon his oath aforesaid this falsely wick
edly willfully maliciously and corruptly say depose swear and give in evidence
to the Court aforesaid whereas he the said Oliver Simpson was brought in to
said Court to receive and hear the Judgment of the said Court for his offence
aforesaid amongst other things in substance as follows that is to say. That he
the said Henry H. Gandy did not set up or aid in selling the said certain
goodies that he the said Henry H. Gandy had not wrote or caused to
writing said certain piece of written composition which was placed upon
said certain goodies whereas in truth and in fact he the said Henry H. Gan
dy had set up or aided in selling the said goodies and whereas in truth and
in fact he the said Henry H. Gandy had written or caused to writing said
Piece of written composition which was placed upon said certain goodies
and so the Jurors aforesaid on their oath aforesaid do say that the said Henry
H. Gandy on the said twenty third day of october in the year one thousand
Eight hundred and thirty five at the County aforesaid upon his oath aforesaid
before the Court aforesaid said Court then and there having competent power
and authority to administer said oath to the said Henry H. Gandy in that
behalf as aforesaid did falsely maliciously wilfully wickedly and corruptly
commit wilful and corrupt perjury to the great displeasure of God Almigh
ty to the great perversion of Justice contrary to the form of the Statute in
such case made and provided and against the peace and dignity of the State of
Ohio. And the Jurors aforesaid upon their oath aforesaid do further present that
heretofore to wit at the october Term in the year one thousand Eight hundred and
thirty five of the said Court of Common Pleas aforesaid of the County of Union
and State of Ohio aforesaid a certain Indictment was then before in due manner found
against one Oliver Simpson late of the said County of Union and State aforesaid
was depending in said Court of Common Pleas and the Jurors aforesaid on their
oath aforesaid do further present that at the october Term aforesaid in the year
aforesaid before the Court aforesaid said Oliver Simpson was arraigned on said in
dictment at the Bar of said Court in due form of Law and being so arraigned
pleaded Guilty to the premises in the said Indictment charged against him and
then and there and thereupon at the Court aforesaid it became material and
important for the Court aforesaid in passing Judgment on the said Oliver
Simpson so Indicted and so having pleaded Guilty as aforesaid to be advised and
informed whether the said Henry H. Gandy had by his conduct procured said
Oliver Simpson to commit said assault and Battery in and upon the said
Henry H. Gandy and the Jurors aforesaid do further present that it became
a material question with the Court aforesaid in passing Judgment as to
the said Oliver Simpson for his offence aforesaid to which he had pleaded
Guilty as aforesaid whether he the said Henry H. Gandy had written or caused
to be in writing a piece of written composition proved to him the said Gandy
in Court whether he the said Henry H. Gandy had set up or aided
in setting up certain goodies about the time of the marriage of Bran
don Wood and the Jurors aforesaid do further present that the said
Henry H. Gandy late of said County with force and arms unlawfully and
unjustly conniving contrary to law and Justice to induce and cause
said Court at the County aforesaid to enhance and increase the punish
ment of him the said Oliver Simpson for his offence aforesaid and to defeat
the ends of Justice aforesaid to put on the twenty second day of October in
the year one thousand Eight hundred and thirty five at the County afore
said in his own proper person appeared before said Court and the
said Henry H. Gandy was then and there duly sworn according to
law and took his corporal oath that the testimony he the said Hen
ry H. Gandy should give to the Court and Jury in the case of the State

against Oliver Simpson should be the truth the whole truth and nothing but
the truth touching matters in question said Court then and there having
full power and competent authority to administer said oath to the said
Henry H. Gandy in that behalf and that the said Henry H. Gandy being so
sworn unlawfully and unjustly contriving and unjustly intending as aforesaid
on the twenty third day of October aforesaid before the Court aforesaid upon his
oath aforesaid did falsely wickedly maliciously willfully and corruptly say
swear and give in evidence and to the question aforesaid when he the said
Oliver Simpson was brought into Court to hear and receive the Judgment
of said Court for his offence aforesaid amongst other things to wit in sub
stance as follows that he the said Henry H. Gandy had not written or aided
in writing said certain piece of written composition the said writing shown
to him in Court that he the said Henry H Gandy had not set upon
aided in setting up said certain parables meaning said parables set up
about the time of the marriage of the said Bradford Wood) whereas in truth
and in fact the said Henry H. Gandy had written or aided in writing
said piece of written composition then shown to him the said Henry H. Gan
dy and whereas in truth and in fact the said Henry H. Gandy had
set up or aided in setting up said certain parables about the time
of the marriage of the said Bradford Wood and so the Jurors aforesaid
upon their oath aforesaid do say that the said Henry H. Gandy on the said
twenty third day of October in the year of our Lord one thousand eight
hundred and thirty five at the County aforesaid said Court then and
there having full power and authority to administer said oath to the
said Henry H. Gandy in that behalf as aforesaid did falsely maliciously
wickedly wilfully and corruptly commit wilful and corrupt perjury
to the great displeasure of Almighty God to the manifest perversion of
Justice contrary to the form of the Statute in such case made and pro
vided and against the peace and dignity of the State of Ohio Lawrence
Prosecuting Atty And afterwards to wit on the thirtieth day of March in the
year of our Lord one thousand Eight hundred and thirty Seven there issued
a writ of capias against the said Henry H. Gandy which said writ
reads in the words and figures following to wit State of Ohio Lawrence
County ss To the Sheriff of said County Greeting We command
you that you take the body of Henry H. Gandy and forthwith bring
him before the Honorable Court of Common Pleas at the Court House
in said County to answer unto an Indictment found against him
for Perjury and have you then there this writ. Witness I K Egan
President of said Court this 30 th day of March A.D. 1837 S. G. Strong Clk
And afterwards to wit on the day and year last aforesaid came the Prosecut
ing attorney for the State and the Defendant Henry H Gandy being arai
gned pleaded to said indictment not Guilty and thereupon came a Ju
ry to wit Joseph N. Richy Thomas McKeegan Ralph Cherry Elias Johnson
John Cassill John Mitchell John F. Sabin Moses Pullington John Armine
Samuel Fitzwatth Benjamin Hopkins and Benjamin Rogers who being
empannelled and Sworn the truth to speak upon the Issue between
tween the parties upon their oath do say that the defendant is
Guilty And afterwards to wit on the day and year last aforesaid came
the Prosecuting attorney and the said Henry H Gandy being three times
called came not but hath departed the Court without leave and
upon Henry Gandy Henry Goodrich and James I. Wells were severe
ally three times called to bring in the body of the said Henry H. Gandy
as they were bound to do by their recognizances on the same bonds
be forfeited came not but made their default it is therefore con
sidered by the Court that the said recognizance is forfeited

$3,37½

James H. Gee Clk pro tem

State of Ohio
vs
Samuel Fann

Before his Hon
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diverse felonies
Joly Joseph M
Edgar Charles
William B. G
B Johnson Jun
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Lawrence in the
oath present
case in the
cause was pr
of the peace o
Ship of Lawrence
was Plaintiff
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complaint of
Sections of the
day of March
entitled an
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by said Joh
stating that
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State of Ohio
vs
Samuel Famum

Be it remembered that at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day 1st day of June in the year of our Lord one thousand Eight hundred and thirty seven Before the Hon Isaac R Swan President and John Porter and James Hill his Associates Judges assigned to keep the peace and also to hear and determine diverse felonies and misdemeanors in said County committed. William Joby Joseph Miller Elisha White Henry Sager Archibald G Brooks William Edgar Charles Bennet Joshua Judy Rhesa Clements Harvey Burnham William B. Irwin John Dysert Aaron Skinner William Potts and Samuel B Johnson Jurors of the Grand Jury of the State of Ohio heretofore duly duly empannelled and sworn to enquire within and for the body of the County of Union in the name and by the authority of the State of Ohio upon their oaths at the present and find that heretofore to wit on the thirty first day of December last in the year one thousand eight hundred and thirty six a certain cause was pending and then undetermined before Orrin Carey a Justice of the peace in and for the County of Union Jerome and in the Township of Jerome wherein the State of Ohio on the complaint of Job Morison was Plaintiff and Peter Sharp was Defendant the said cause being a prosecution in the name and by the authority of the State of Ohio upon the complaint of the said Job Morison under the ninth tenth and Eleventh sections of the act of the Legislature of the State of Ohio passed the Eleventh day of March in the year one thousand Eight hundred and forty one entitled an act defining the powers and duties of Justices of the peace and constables in criminal causes and which complaint was made by said Job Morison on his oath before the said Justice of the peace stating that he had just cause to fear and did fear that Peter Sharp late of said County would beat wound or kill him or his wife or his children or would commit some act of personal violence upon him his wife or his children and that afterwards to wit on the same day and year last aforesaid at the office of the said Orrin Carey Justice as aforesaid in the Township of Jerome in the said County the said cause came on to be tried heard and examined by and before the said Justice of peace and thereupon then and there one Samuel Famum late of said County appeared and proceeded on behalf of State of Ohio as a witness and did then and there before the said Orrin Carey as such Justice of the peace as aforesaid on the said thirty first day of August aforesaid at the said office in the said Township aforesaid and on the said trial and hearing aforesaid of the said cause and complaint aforesaid take his corporal oath and was duly sworn in due form of Law that the testimony he the said Samuel Famum should give to the said Justice of the peace aforesaid in the cause then pending and to be heard before the said Justice of the peace in manner and form as aforesaid should be the truth the whole truth and nothing but the truth the said Justice then and there having competent power and authority to administer said oath to the said Samuel Famum in that behalf for the purpose of advising and informing the said Justice of the peace thereand there upon the trial and examination aforesaid of the facts and circumstances going to show whether the said Job Morison had a just cause to fear any injury from the said Peter Sharp who was then and there upon his trial as aforesaid and it then and there was and it became a material question whether the said Peter Sharp had been compelled forced constrained or assisted by the said Samuel Famum to put down a certain clock which the said Peter Sharp had then lately while in the company and presence of the said Morison to wit on the thirtieth day

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of August aforesaid at the said County of Union held in his hands among which the said Bob Manison had Malice he had cause of fear that he the said Peter would injure him the said Manison therewith and was then and there upon the said trial in question, and whether he the said Samuel Fannum had took holed of the said club or compelled him the said Peter Sharp to put away the said club which he the said Peter had lately held in his hands as aforesaid so that the said Peter should not injure the said Manison therewith and that thereupon the said Samuel Fannum being so produced and Sworn as aforesaid devising and wickedly to oppress and injure the said Peter Sharp and unjustly cause and procure the said Peter Sharp to give bonds for his good behaviour and to preserve the peace according to the form of the Statute in such case made and provided did then and there on the trial aforesaid to wit on the said thirtieth & first day of August aforesaid at the said office in the said Township & County aforesaid before the said Justice of the Peace aforesaid wickedly maliciously wilfully knowingly and corruptly depose and declare and by his own proper act and consent give in evidence as a matter of fact he the said Samuel Fannum well knowing the same to be false amongst other things to the said Justice of the peace so hearing the said cause aforesaid in substance as follows that he the said Samuel Fannum had took hold of the club meaning the club aforesaid so held as aforesaid in the hands of the said Peter Sharp, and held his hand on the club meaning the club as aforesaid until he made him the said Peter Sharp put it away into that room meaning the room to which the said Fannum then pointed whereas in truth and in fact the matters so by the said Samuel Fannum as aforesaid declared and deposed to be a fact he the said Samuel Fannum did well know the same to be false and whereas in truth and in fact the said Samuel Fannum had not taken hold of the said club in the hands of the said Peter Sharp or made or compelled or constrained the said Peter Sharp to put away the said club at the time and manner aforesaid, and whereas in truth and in fact the said Samuel Fannum had not taken hold of the said club so in the hands of the said Peter Sharp as aforesaid, And so the Jurors aforesaid upon their oath aforesaid do say that he the said Samuel Fannum on the trial and examination aforesaid on the said thirty first day of August aforesaid in the year aforesaid at the County aforesaid before Otway Curry Justice of the peace aforesaid so as aforesaid having competent power and authority to administer said oath as aforesaid to the said Samuel Fannum in that behalf by his own proper act and consent and of his own most wicked and corrupt mind in manner and form aforesaid did feloniously wickedly maliciously wilfully corruptly and knowingly upon his said oath aforesaid commit wilful and corrupt Perjury to the great displeasure of Almighty God to the manifest perversion of Justice, contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio &c. C. Lawrence Pros atty

And afterward to wit on the 31 thirty first day of March in the year of our Lord one thousand Eight hundred and thirty seven there issued from this office a capias against the said Samuel Fannum which said writ reads in the words and figures following to wit State of Ohio Union County ss. To the Sheriff of said County Greeting We command you that you take the Body of Samuel Fannum and him safely keep so that you have him before this Honorable Court of Common Pleas at the Court House to answer unto an Indictment filed against him for Perjury and have then there this writ

Witness J K Swan President of said Court this 31st day of March 1837
And afterwards to wit on the day and year last aforesaid came the Sheriff and
filed herein said writ together with his return which said return reads
in the words and figures following to wit Served by bringing the body
into Court R Clark Sheriff. And afterwards to wit on the second day of June in
the year of our Lord one thousand Eight hundred and thirty seven came Tom C
Lawrence prosecuting attorney for the State and the defendant Samuel Farnum
being arraigned pleaded to his indictment not Guilty and thereupon came
a Jury to wit William Hays Joseph Comron Simon Yates Joseph Hawk Eli
Lundy William Sipler Peter Lenphier Isaac White Jason Chapman Andrew
Keyes Jeremiah Dee and George Reed who being empannelled and Sworn the
truth to Speak upon the issue Joined between the parties upon their oaths do say
returned to consult upon their verdict and the said Jury having returned into
Court the Defendant was thrice times solemly called to come into Court came not
but made default and thereupon Henry Farnum and Chester Farnum were also
three times called to come into Court and bring with them the body of the said
Samuel Farnum came not but made default It is therefore considered by
the Court that the recognizance of the said Samuel Henry and Chester be
and the same is forfeited and thereupon afterwards came the said Samuel
and Surrendered himself unto the custody of the Sheriff and thereupon the said
Jury upon their oaths do say that the said Samuel is not Guilty in man
ner and form as charged, and afterwards to wit on the third day of the month
last aforesaid the following order of Court was entered upon the Journal
to wit The recognizance in the above case having been forfeited on yesterday
and the said Samuel Farnum having since Surrendered himself in open Court
and the verdict of the Jury having been received it is agreed that the forfeiture
of the recognizance be set aside on the payment by the defendant of all costs
attending the prosecution of the said Samuel Farnum on the Indictment on
which the Jury have returned the verdict of not Guilty as above mentioned
Attest James H. Gill Clerk protem

J K Swan

State of Ohio
v
James Ward

Be it remembered that at a Court of Common Pleas
began and held in the Town of Marysville County of Union
and State of Ohio at the Court House in said County
on the first day of June in the year of our Lord one
thousand Eight hundred and thirty seven before his Honor
J K Swan President and John Porter and James Hall
his associates Judges assigned to keep the Peace and also to hear and de
termine diverse felonies and other misdemeanors in said County com
mitted Caleb Orahood Ransom Clements Absalom Carney John Shirk Isaac
Anderson William M. Robinson Eli Lundy Ephraim Burnham Gregory Thomas
Samuel McCullough John Staymates David Burnham James Rea Richard
L Lundy and Thomas Snodgrass good and lawful men Jurors of the Grand Jury
of the State of Ohio heretofore duly empannelled and sworn and charged to enquire in
and for the body of said County of Union on their respective oaths aforesaid in the
name and by the authority of the State of Ohio do present and find that James
Ward late of Marysville in the said County on the first day of April 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 liquor commonly called whiskey
by a quantity less than one quart to wit of the quantity of one pint for the sum
of ten cents which was then and there paid by the said Merrill Price without
the said James Ward being duly authorized and without then and there having
therefor first obtained a license or authority from the Court of Common Pleas
for the said County of Union according to the directions of the Statute in such

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cases made and provided to the Evil example 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 afterwards to wit on the nineteenth day of September in the year of our Lord one thousand Eight hundred and thirty Six a writ of Capias issued against the said James Irwin which said writ reads in the words and figures following to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to take James Irwin if he may be found in your Bailiwick and him safely keep so that you have his body before the Honorable Judges of the Court of Common Pleas on the 1st day of their next term to answer unto an Indictment therein filed against him for retailing and have you then there this writ. Witness I K Boman Presidant Judge of our said Court this 19th day of September 1836 And afterwards to wit on the twenty ninth day of March 1837 came the Sheriff and filed herein the said writ together with return which said return reads in the words following to wit I have the body in Court C. Bonger Sheriff. And afterwards to wit on the day and year last aforesaid came the Prosecuting attorney and the Defendant being arraigned pleaded to his Indictment not Guilty and thereupon came a Jury to wit Joseph H. Richy Thomas Milligan Elias Johnson John Casper John Milliken John F Shoin Moses Fullington Samuel Fitzwarth Benjamin Hopkins Benjamin Rogers William M Page and Rolph Cherry who being empannelled and sworn the truth to Speak upon the issue Joined between the parties upon their oaths do say that they find the defendant Guilty And on motion for a new trial this cause is continued and afterwards to wit on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven The motion for a new trial in this cause is over ruled and the Court Sentence the Defendant to pay a fine of five Dollars and also the costs of this prosecution

Attest James H. Gill Clerk pro tem

I K Boman

State of Ohio
o
James Irwin Jr.

Be it remembered that at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven before his honor I K Boman President and John Porter and James Hill his associates Judges assigned to keep the peace and also to hear and determine divers felonies and other misdemeanors in said County committed. and the Judges aforesaid by the oaths of William Ady Joseph Allen Elisha White Henry Sager Archibald R Brooks William Edgar Charles Bennet Joshua Judy Ralson Clements Harvey Burnham William B Irwin John Snyder Aaron Skinner William Porter and Samuel B. Johnson good and lawful men Jurors of the Grand Jury of the State of Ohio heretofore duly empannelled and Sworn to enquire within and for the body of the County of Union in the name and by the authority of the State of Ohio do present and find that one James Irwin late of said County aforesaid and State of Ohio on the day of August in the year one thousand Eight hundred and thirty Six both [illegible] and unto at the County aforesaid did unlawfully play with cards at a certain game commonly called Seven up with and against one certain person name unknown then and there being for one pair of Suspenders of the value of twelve and a half cents in money contrary to the form of the Statute in such case made and provided and against the peace and dignity of the State of Ohio and the Jurors aforesaid upon their oaths do further present

that the Said James Irwin Senr on the day of August in the year one thousand eight hundred and Thirty Six aforesaid with force and arms at the County aforesaid did unlawfully make a wager or bet for a certain Sum of money to wit for the Sum of twelve and a half cents with one against the said three and three being on the event of a game called matching which said game was then and there and there up played by the said James Irwin Senr with the said peddler name unknown to determine the wager or Bet 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 &c &c. Lawrence Proscuting atty And afterwards to wit on the fifteenth day of April in the year of our Lord one thousand Eight hundred and Thirty Seven there issued one writ of Capias against the said James Irwin Senr which said writ reads in the words and figures following to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to take James Irwin Senr and him safely keep so that you have his body before our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of their next Term to answer unto the State of Ohio the charge contained in an Indictment found against him at our last term for Gaming and have you then there this writ Witness J R Dean President of our said Court this 15th day of April A D 1837 James H. Gill Clerk protem and afterwards to wit on the thirty first day of May in the year last aforesaid came the Sheriff and filed herein his said writ together with his return which said return reads in the words and figures following to wit Served by arresting Defendant and taking bond to appear R. Clark Sheriff And afterwards to wit on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven and the Defendant being now here arraigned and the Indictment aforesaid being plainly and distinctly read to him and being asked how of the premises he will acquit himself says that he is not guilty but that he is guilty in manner & form as he stands above stand charged thereof it is considered by the Court that the said Defendant make his fine unto the State of Ohio by the payment of one Dollar together with the costs of this Prosecution taxed to Dollars and cents Attest James H. Gill. Clerk protem

J W Shrum

John Doe ex dem of Lyne Starling v Richard Roe ~~John Doe~~ C. F. Shroer } State of Ohio Union County ss Court of Common Pleas before his Honor J R Dean President and John Porter and James Gill his associates &c a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of Sale in the year of our Lord one thousand Eight hundred and thirty Seven Be it remembered that heretofore to wit on the twenty Eighth day of March in the year last aforesaid came Lyne Starling by Lyne Starling his attorney and filed herein his declaration which said declaration which said declaration reads in the words and figures following to wit, State of Ohio Union County ss Court of Common Pleas October Term 1836 John Doe complains of Richard Roe for that Lyne Starling on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven at Union County aforesaid had demised to the said John the following lands and tenements to wit Rot of Survey No two thousand nine hundred and ninety one in the Virginia Military District so called bounded as follows to wit Beginning at two beeches a Buck Eye Elm and Sugar tree south east corner to the original Survey thence N 320 W. 174 poles to two Ashes and

an Elm Thence S 10° E 176 poles to a beach dog wood and iron wood thence N 80° E 174 poles to two Sugars and a beech in the East line of the original thence N 10° E to the said last line to the Beginning containing one hundred and Eighty Six acres of land and also ten messuages ten Cabins ten Barns ten Stables ten orchards ten out houses ten yards ten gardens two hundred acres of arable land two hundred acres of meadow land two hundred acres of pasture land two hundred acres of wood land two hundred acres of land covered with water and two hundred acres of other land with the appurtenances situate in said County of Union. To have and to hold the same to the said John from the first day of January in the year aforesaid for and during the Term of Five years thence next ensuing And also for that said Syne Starling on the first day of January in the year of our Lord one thousand Eight hundred and thirty Seven at the County of Union aforesaid had demised to the said John ten other messuages ten Cabins ten Barns ten Stables ten orchards ten out houses ten yards ten gardens two hundred acres of arable land two hundred acres of meadow land two hundred acres of pasture land two hundred acres of wood land two hundred acres of land covered with water and two hundred acres of other land with the appurtenances situate in said County to have and to hold the same to the said John from the first day of January in the year aforesaid for and during the Term of five years thence next ensuing By virtue of which several demises the said John entered into the said several tenements first and secondly above mentioned with the appertenances 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 of our Lord one thousand Eight hundred and thirty Seven 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 damage one thousand Dollars. And therefore he sues &c By Starling & Gilbert His attys And on the same day and year last aforesaid the following notice & Defendant and return were filed which was as follows to wit Mr Valentine F. Shower Sir I am informed that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in this action as casual Ejector and having no title to the premises do advise you to appear at the next term of the Court of Common Pleas within and for the County of Union and State of Ohio and make your self defendant in my stead otherwise Judgment will be entered against me and you will be turned out of possession dated 28th day of February A D 1837 Richard Roe Josiah A. Wallace of Franklin County Ohio makes oath and says that he did on the 28th day of February 1837 personally serve Valentine F Shower Tenant in possession of the premises in the within declaration mentioned or of a part thereof with a true copy of the within declaration and notice and at the same time made the said Shower acquainted with the intent and meaning of the said declaration and notice Josiah A. Wallace Subscribed and Sworn March 6th 1837 Before me Thomas Wood Justice of the Peace Franklin County Ohio And afterwards to wit on the thirty 4th day of March in the year of our Lord one thousand Eight hundred and thirty Seven on motion to the Court it is ordered that Valentine F. Shower be made Defendant in place of the now Defendant Richard Roe

And afterwards to wit [illegible] John Doe one of the attorneys and Tenants [illegible] that the said John in manner and form as they are [illegible] his said Term ays do as aforesaid [illegible] John Doe [illegible] of Syne Starling [illegible] Richard Roe [illegible] Jason Rice [illegible] and thirty Seven [illegible] March in the Seven came [illegible] filed herein by [illegible] the return of [illegible] State of Ohio [illegible] John Doe comes [illegible] in the year of our [illegible] County aforesaid [illegible] Jurors for [illegible] Military Dist [illegible] taining one [illegible] ten Barns [illegible] one thousand [illegible] one thousand [illegible] one thousand [illegible] of other lands [illegible] To have and [illegible] ay in the year [illegible] next ensuing [illegible] January in the [illegible] thirty Seven [illegible] said John [illegible] ten orchards [illegible] acres of arable [illegible] thousand acres [illegible] one thousand [illegible] acres of other [illegible] and to hold [illegible] in the year [illegible] next ensuing

And afterwards to wit on the ~~twenty~~ sixth day of June in the year of our Lord one thousand Eight hundred and thirty Seven came the Plaintiff by his Attorney and the Defendant though Solemly called came not but made default and further party requiring a Jury It is therefore considered by the Court that the Defendant is Guilty of the trespass and Ejectment in his charge in manner and form as the said John Doe hath complained against him and they assess the damages by reason thereof to one cent Therefore it is considered that the said John Doe recover against the said Valentine I Shower his said Term yet to come of and in the Tenements aforesaid and his damages so as aforesaid assessed Together with his costs herein expended taken to Dollars and costs Attest James H. Gee Clerk pro tem

J R Swan

John Doe ex dem
of Lyne Starling
p
Richard Roe
Jason Rice Int.

Pleas before his Honor J R Swan President and John Porter and James Hoge his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven Be it remembered that on the twenty eighth day of March in the year of our Lord one thousand Eight hundred and thirty Seven came Lyne Starling by Lyne Starling his attorney and filed herein his declaration together with his notice to the Defendant and the return of Service which read in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas October Term 1836 John Doe complains of Richard Roe for that Lyne Starling on the first day of January in the year of our Lord one thousand Eight hundred and thirty Seven at Franklin County aforesaid hath demised to the said John the following lands and tenements Survey No two thousand nine hundred and Eighty five in the Virginia Military District to wit ten messuages ten Cabins ten Barns ten Stables ten orchards ten acres of land and also ten messuages ten Cabins ten Barns ten Stables ten orchards ten acre houses ten yards ten gardens one thousand acres of arable land one thousand acres of meadow land one thousand acres of pasture land one thousand acres of 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 to the said John from the first day of January in the year aforesaid for and during the term of five years thence next ensuing And also for that the said Starling on the first day of January in the year of our Lord one thousand Eight hundred and thirty Seven at the County of Union aforesaid had demised to the said John ten other messuages ten Cabins ten Barns ten Stables ten orchards ten acre houses ten yards ten gardens one thousand acres of arable land one thousand acres of meadow land one thousand acres of pasture land one thousand acres of wood land one thousand acres of land covered with water and one thousand acres of other land ~~covered~~ situate in said County of Franklin to have and to hold the same to the said John from the first day of January in the year aforesaid for and during the Term of five years thence next ensuing By virtue of which said several demises the said

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John entered into the said several tenements first and secondly above mentioned with the appurtenances and was thereof possessed for the said several Terms aforesaid and the said John being so thereof possessed the said Richard afterwards to wit on the second day of January in the year of our Lord one thousand Eight hundred and thirty Seven with force and arms entered into the said tenements with the appurtenances and Ejected the said John thereform and other wrongs to the said John then and there did to his damage one thousand Dollars And therefore sues By Starling and Gilbert His attys And said notice to Defendant reads as follows to wit Mr Jason Rice Sir I am informed that you are in possession or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in this action as a casual Ejector and having no title to said premises do advise you to appear at the next term of the Court of Common Pleas within and for the County of Union and State of Ohio and make yourself Defendant in my stead otherwise Judgment will be entered against me by default and you will be turned out of possession dated this 28th day of February A.D. 1837 Richard Roe Josiah A Wallace of Franklin County Ohio makes oath and says that he did on the 2nd day of March 1837 personally serve Jason Rice tenant in possession of the premises in the within Declaration mentioned or of a part thereof with a true copy of the within declaration and notice and at the same time acquainted the said Rice with the intent and meaning of the said declaration and notice Signed Josiah A Wallace Subscribed and Sworn March 6 1837 before me Thomas Wood Justice of the Peace Franklin County Ohio And afterwards to wit on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty Seven On motion to the Court it is ordered that Jason Rice be made Defendant herein in place of the now Defendant Richard Roe whereupon consent rule was filed which said rule reads in the words and figures following to wit and the said Jason Rice comes and confesses the lease entry and ouster in the said declaration mentioned and admits himself to be in possession of the premises in said declaration mentioned and for plea says that he is not Guilty of the trespass and Ejectment in the said declaration alledged against him and of this he puts himself upon the Country and the said John Doe doth the like By W.C. Lawrence his atty And afterwards to wit on the first day of June in the year of our Lord one thousand Eight hundred and thirty seven came the parties by their attorneys and Submit this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do find that the Defendant Jason Rice is Guilty of the trespass and Ejectment late to his charge in manner and form as the said John Doe hath complained against him and they assess the damages of the said John Doe by reason thereof to one cent Therefore it is considered that the said John Doe recover against the said Jason Rice his term yet to come of and in the tenements aforesaid with the appurtenances and also his said damages so as aforesaid assessed together his costs herein expended taxed to Dollars and cents

Attest James H. Rice Clerk protem

J.K. Swan

John Doe ex dem
Lyne Starling
vs
Richard Roe
Samuel Martin Tenant

Pleas before his Honor J.K. Swan President and John Porter and James Hill his Associates 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

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fifse day of June in the year of our Lord one thousand Eight hundred and thirty Seven. Be it remembered that heretofore to wit on the twenty eighth day of March in the year of our Lord 1837 came Lyne Starling by Lyne Starling his Attorney and filed herein his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas October Term A.D. 1836 John Doe complains of Richard Roe for that Lyne Starling on the fifse day of January in the year of our Lord one thousand Eight hundred and thirty Seven at Union County aforesaid Demised to the said John the following lands and tenements to wit Part of Survey No Two thousand Six Thundred and Seventy five in the Virginia Military District So called Bounded as follows. Beginning at a Sugar tree and an Elm northeast corner to William Wingates land thence N 85° W 306 along the South line of the originae Survey 170 poles to a Stake in said line thence N 37° E. 120 poles to two Sugar trees corner to Woods land thence N 52° W with said Woods line 170 poles to Said Wingates north west corner thence S 37° E with Wingates East line 120 poles to the beginning containing one hundred and twenty Seven acres of land and also ten messuages ten cabins ten barns ten Stables ten orchards ten out houses ten yards ten gardens two hundred acres of arable land two hundred acres of meadow land two hundred acres of pasture land two hundred acres of wood land two hundred acres of land covered with water and two hundred acres of other land with the appurtenances Situate in said County of Union To have and to hold the same to the said John from the fifse day of January in the year aforesaid for and during the term of five years thence next ensuing. And also for that the said Starling on the fifse day of January in the year of our Lord one thousand Eight hundred and thirty Seven at the County of Union aforesaid had demised to the said John ten other messuages ten cabins ten barns ten Stables ten orchards ten out houses ten yards ten gardens two hundred acres of arable land two hundred acres of meadow land two hundred acres of pasture land two hundred acres of wood land two hundred of land covered with water and two hundred acres of other land with the appurtenances situate in said County of Union to have and to hold the same to the said John from the first day of January of the year aforesaid for and during the term of five years thence next ensuing. By virtue of which said Several demises the said John entered into the said Several tenements first 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 of our Lord one thousand Eight hundred and thirty Seven with force and arms entered into the said tenements with the appurtenances and Ejected the said John therefrom and other wrongs to the said John then and there did to his damage one thousand Dollars and therefore he Sues &c By Starling & Gilbert his attys And on the Same day and year last aforesaid said Starling by Lyne Starling his attorney filed herein the following notice and return to wit Mr Samuel Martin Sir I am informed that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and 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 will be entered against me by default and you will

be turned out of posesion. dated this 28th day of February A.D. 1837 Richard Roe
Josiah H Wallace of Franklin and State of Ohio makes oath and Says that
he did on the 3d day of March 1837 personally serve Samuel Martin
tenant in posesion of the premises in the within declaration or a part
thereof with a true copy of the within declaration and notice and at the
same time acquainted the Said Martin with the intent and meaning
of the Said declaration and notice. Signed Josiah H. Wallace Subscribed
Sworn to March 6th 1837 Before me Thos Wood J. P. Franklin Co. Ohio
And afterwards to wit on the twenty ninth day of March in the year of our
Lord one thousand Eight hundred and thirty Seven on motion to the
Court it is ordered that Samuel Martin be made defendant herein
in place of the now defendant Richard Roe. consent Rule filed which
reads in the words and figures following to wit and the Said Samuel Martin
comes and confesses the lease entry and ouster in the Said declaration men
tioned and admits himself to be in posesion of the premises in the
Said declaration mentioned and for Plea Says that he is not Guilty of
the Said trespass and Ejectment in the Said Declaration mentioned and
Leased against him and of this he puts himself upon the Country and the
Said John doth the like By W C Howard his atty And afterwards to wit
now here to wit on the day and year first aforesaid came the parties by
their attornies and Submit this Cause to the Court upon the issue joined
between the parties and the Court being fully advised in the premises do find
that the Defendant Samuel Martin is Guilty of the trespass and Ejectment
laid to his charge in manner and form as the Said John Doe hath complain
ed against him and they assess the damages of the Said John Doe by rea
son thereof to one cent Therefore it is considered that the Said John
Doe recover of the Said Samuel Martin his Said term yet to come of and
in the Said tenements aforesaid with the appurtenances and also his Said
damages Sc as aforesaid assessed together with his costs herein expended
taxed to Dollars and cents

Attest James H. Gill Clerk protem

John Doe Ex dem
of Lyne Starling
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Richard Roe
John Dawson Tent

Pleas before his Honor J. R. Swan President and
John Potter and James Gill his Associates at a
Court of Common Pleas began and held at the Court
House in the Town of Marysville within and for
the County of Union and State of Ohio on the
first day of June in the year of our Lord one thou
Sand Eight hundred and thirty Seven. Be it remem
bered that heretofore to wit on the twenty eighth day of March in the
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Lyne Starling by Lyne Starling Jr his attorney and filed herein his
declaration together with the notice to the Tenant and the return of service
which Said declaration notice and return read in the words and fig
ures following to wit. State of Ohio Union County ss Court of Common
Pleas October Term A.D. 1836. John Doe complains of Richard Roe for that Lyne
Starling on the first day of January in the year of our Lord one thousand
Eight hundred and thirty Seven at Union County aforesaid had demised
to the Said John the following lands and tenements to wit Survey No
Two thousand nine hundred and Eighty one in the Virginia military
District So called entered in the name of Andrew Jorborn and contain
ing one thousand acres of land also ten messuages ten cabins ten barns
ten Stables ten orchards ten and houses ten yards ten gardens one thou
Sand acres of arable land one thousand acres of meadow land one
thousand acres of pasture land one thousand acres of wood land and thou

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sand acres of land covered with water and one thousand acres of other land with the appurtenances situate in said County of Union To have and to hold the same to the said John from the first day of January in the year aforesaid for and during the term of five years thence next ensuing By virtue of which said several demises the said John entered in to the said several tenements first and secondly above mentioned with the appurtenances and was thereof possessed for the said several terms aforesaid and the said John being so thereof possessed the said Richard afterwards to wit on the second day of January in the year of our Lord one thousand Eight hundred and thirty seven with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage one thousand Dollars and therefore he sues By Starling & Gilbert his Attorneys. Mr John Dawson Sir I am informed that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in this action as casual ejector and having no title to said premises do advise you to appear at the next term of the Court of common Pleas within and for the County of Union and State of Ohio and make yourself defendant in my stead otherwise Judgment will be entered against me by default and you will be turned out of possession Dated this 28th day of February A.D. 1837 Richard Roe. Josiah A Wallace of Franklin County Ohio makes oath and says that he did on the 2nd day of March A.D. 1837 personally serve John Dawson Tenant in possession of the premises in the within declaration mentioned or of a part thereof with a true copy of the within declaration and notice and at the same time acquainted the said Dawson with the intent and meaning of the said declaration and notice Signed Josiah A. Wallace Subscribed and Sworn March 6th 1837 Before me Thos Wood J.P. Franklin County Ohio. And afterwards to wit on the 29th day of March A.D. 1837 on motion to the Court it is ordered that John Dawson be made defendant herein in place of the now defendant Richard Roe Consent rule filed and this cause was continued which said rule reads as follows to wit and the said John Dawson comes and defends the lease entry and ouster in the said Declaration mentioned and admits himself to be in possession of the premises in the first count of said Declaration mentioned and for plea says that he is not Guilty of the Trespass and Ejectment in the said Declaration alledged against him and of this he puts himself upon the Country and the said John doth the like By W.B. Lawrence his Attorney And afterwards to wit now here to wit on the day and year first aforesaid came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties and the Court being fully

advised in the premises do find that the Defendant John Dawson is Guilty of the Trespass and Ejectment laid to his charge in manner and forms the said John Doe hath complained against him and they assess the damages of the said John Doe by reason thereof to one cent therefore it is considered that the said John Doe recover against the said John Dawson his term yet to come of and in the tenements aforesaid with the appurtenances and also his said damages so as aforesaid assessed together with his costs herein expended laid to

Dollars and Cents

Attest James H. Gill Clerk protem

J K Brown

Clinton Bank of Columbus
v
Ranson Clark
Alexander Pollock &
Otway Curry

Pleas before his Honor J. K. Brown President and John Porter and James Hoge his associates at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven Be it remembered that on the day and year last aforesaid the Plaintiff by Swayne and Bates their atty issued out of the Court of Common Pleas of Union County Ohio the following writ of summons to wit State of Ohio Union County ss To the Coroner of said County Greeting We command you to summons Ranson Clark A. Pollock and Otway Curry to appear before our Court of Common Pleas of the County aforesaid at the County Court House in said County forthwith to answer unto the President Directors and Company of the Clinton Bank of Columbus in a plea of Trespass on the case to their damage $3000 and have you then there this writ Witness J. K. Brown President of our said Court this 29th day of March 1837 Silas C. Strong Clerk on which writ there was the following Endorsement to wit Suit Brought on a promissory note given by Defendants to Plffs for four hundred Dollars dated Nov 15 1836 and payable sixty days after date to Plffs at their Bank also for money lent and received Swayne and Bates Attys for Plffs And afterwards to wit on the 30 day of March 1837 said Plaintiffs by their Attorneys filed herein their declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas March Term A.D. 1837 The President Directors and Company of the Clinton Bank of Columbus complain of Ranson Clark Alexander Pollock and Otway Curry in a plea of Trespass on the case for that whereas the Defendants on the fifteenth day of November A D 1836 at Columbus to wit at Union County aforesaid made their promissory note in writing and thereby promised to pay to the Plaintiffs four hundred Dollars Sixty days after the date thereof which period has now elapsed and then and there delivered said note to the Plaintiffs and promised the Plaintiff to pay the same according to the tenor and effect thereof And also for that whereas the said defendants on the fourth day of October A D 1836 at Columbus to wit at Union County aforesaid was indebted to the Plaintiffs in the sum of five hundred dollars for the price and value of goods then and there bargained and sold by the Plaintiffs to the Defendants at their request and in the sum of Five hundred Dollars for the price and value of goods Then and there sold and delivered by the Plaintiffs to the defendants at their request And in five hundred Dollars for the price and value of work then and there done and materials for the same provided by the Plaintiffs for Defendants at their request

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and in five hundred Dollars for money then and there lent by the Plaintiffs to the defendants at their request and in five hundred Dollars for money then and there paid by the plaintiffs for the use of the Defendants at their request and in five hundred Dollars for money then and there received by the Defendants for the use of the Plaintiffs and in five hundred Dollars for money found to be due from the Defendants to the Plaintiffs on an account then and there stated between them and the said Defendants afterwards to wit on the day and year last aforesaid in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the Plaintiffs on request yet the said Defendants have disregarded their promises and have not paid the said several sums of money in this declaration mentioned or either of them or any part thereof to the damage of the said Plaintiffs five thousand Dollars thereupon they Bring Suit By Swayne & Bates attys and afterwards to wit on the [illegible] day and year first aforesaid came the Plaintiffs by their attorney and the said Ransom Clark Alex Pollock and Otway Curry though solemnly called came not but made default whereupon it is considered that the said Clinton Bank of Columbus ought to recover damages by reason of the premises and neither party requesting a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said Clinton Bank to three hundred and nine ty two Dollars and Eighty nine Cents therefore it is considered that the said Clinton Bank recover of the said Ransom Clark Alexander Pollock and Otway Curry the said sum of three hundred and ninety two Dollars and Eighty nine Cents the damages aforesaid in form aforesaid and also their costs in this behalf expended and to

Dollars and Cents

Attest James H. Gill Clerk pro tem

J K Swan

Urbana Banking Co

v

Ambrose Meeker et al

Pleas before his Honor J K Swan President and John Porter and James Hill his associates at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand Eight hundred and thirty seven Be it remembered that heretofore to wit on the twentieth day of December in the year of our Lord one thousand Eight hundred and thirty six the Plaintiffs by Moses B Corwin their attorney sued out of the Clerks office aforesaid the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you that you Summons Ambrose Meeker Luther M. Davis Silas G Strong and Mans Mason to be and appear before our Court of Common Pleas at the Court House on the first day of their next Term to answer unto the President and Directors of the Urbana Banking Company in a plea of the case Damages $ 1000 and have then there this writ Witness J K Swan President of our Court aforesaid this 20th day of Dec A D 1836 Silas G Strong Clerk on which writ was the following endorsement to wit Suit bro on a note of Defts for $ 100 at ninety days from Feby 4 1836 due 4 May 1836. And afterwards came the Sheriff and filed herein said writ of Summons together with his return which said return reads as follows to wit Rec'd this writ Dec 20 1836 and served by reading to the within named A Meeker S. G. Strong and M Mason and delivering to each a copy Dwns not found

R. Black Sheriff And afterwards to wit on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty seven came the plaintiffs by Moses B. Corwin their attorney and filed herein their declaration which reads as follows to wit The State of Ohio Union County Court of Common Pleas of the Term of March in the year of our Lord Eighteen hundred and thirty seven Ambrose Meeker Luther M. Davis Silas G Strong and Mains Wason were Summoned to answer unto the President and Directors of the Urbana Banking Company in a plea of trespass on the case and thereupon the said President and Directors of the Urbana Banking Company by Moses B Corwin their attorney complain that whereas the said Ambrose Meeker Luther M. Davis Silas G. Strong and Mains Wason on the fourth day of February in the year of our Lord one thousand Eight hundred and thirty six at Urbana to wit at the County of Union aforesaid made their certain note in writing commonly called a promisory note their own proper hand writing being thereto Signed bearing date the same day and year aforesaid and thereby ninety days after the date thereof promised to pay to the said President and Directors of the Urbana Banking Company or order at their Banking House nine hundred Dollars without defalcation for value received by them the said A. Meeker Luther M Davis Silas G. Strong and Mains Wason and then and there delivered the said note to the said President and Directors of the Urbana Banking Company whereby & by reason whereof and by force of the Statute in such case made and provided the said Ambrose Meeker Luther M. Davis Silas G Strong and Mains Wason became liable to pay the said President and Directors of the Urbana Banking Company the said Sum of money mentioned in the said note according to the Tenor and effect of the said note and being so liable they the said Ambrose Meeker Luther M. Davis Silas G. Strong and Mains Wason in consideration thereof afterwards To wit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said President and Directors of the Urbana Banking Company to pay them the said Sum of money mentioned in the said note according to the Tenor and effect of the said note when they should be thereto afterwards requested. Nevertheless the said Ambrose Meeker Luther M Davis Silas G. Strong and Mains Wason the said Sum of nine hundred Dollars to them the said President and Directors of the Urbana Banking Co have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said President and Directors of the Urbana Banking Company. they the said Ambrose Meeker Luther M. Davis Silas G. Strong and Mains Wason have hitherto wholly wholly refused and still do refuse to the damage of the said President and Directors of the Urbana Company the Sum of one thousand Dollars and therefore they bring Suit Moses B Corwin Atty And afterwards to wit now here to wit on the day and year first aforesaid came the Plaintiffs by Moses B Corwin their attorney and the said Ambrose Meeker Luther M. Davis Silas G. Strong and Mains Wason though Solemnly called came not but made default Wherefore it is considered that the said President and Directors of the Urbana Banking Company ought to recover their damages by reason of the premises and neither of the parties demanding a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said President and Directors of the Urbana Banking Company to nine hundred and fifty Eight Dollars and fifty Cents Therefore

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it is considered that the said President and Directors of the Urbana Banking Company recover of the said Ambrose Meeker Luther M. Davis Silas G Strong and Mains Wason the said Sum of nine hundred and fifty Eight Dollars and fifty cents their damages aforesaid in form aforesaid assessed together with their costs in this behalf expended taxed to nine Dollars and 27½ cents

Attest James H. Sill Clerk pro tem

J K Swan

Urbana Banking Co
v
Silas G. Strong et als

Pleas before his Honor J K Swan President and John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first Day of June in the year of our Lord one thousand Eight hundred and thirty Seven. Be it remembered that heretofore to wit on the twentieth day of December in the year of our Lord one thousand Eight hundred and thirty Six the Plaintiffs sued out of the Clerks office of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summons Silas G. Strong Cyprian Lee and Stephen M Cain to be and appear before the Court of Common Pleas Union County at the Court House in Marysville on the first day of their next term to answer unto the President and Directors of the Urbana Banking Company in a plea of the case Damages $2000 and have then there this writ Witness J K Swan President of our said Court aforesaid this 20th day of December 1836 Silas G. Strong and afterwards came the Sheriff and filed herein said writ on which was the following Endorsement to wit This suit is Biot on note of Defts to Plffs for $1500 at Sixty days from May 5. 1836 due 4/7 of July R B McKeman Atty and afterwards to wit on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty Seven came the Plaintiffs by Moses B. Corwin their attorney and filed herein the following declaration to wit The State of Ohio Union County Court of Common Pleas of the Term of March in the year of our Lord Eighteen hundred and thirty Seven Union County ss Silas G. Strong Cyprian Lee and Stephen M Cain late of the County of Union were summoned to answer unto the President and Directors of the Urbana a Banking Company in a Plea of Trespass on the case and thereupon the said President and Directors of the Urbana Banking Company by Moses B Corwin their attorney complain that whereas the said Silas G. Strong Cyprian Lee and Stephen M Cain on the fifth day of May in the year of our Lord Eighteen hundred and thirty one at Urbana to wit at the County of Union aforesaid made their certain note in writing commonly called a promisory note their own proper hand writing being thereto Signed bearing date the same day and year aforesaid and thereby sixty days after date thereof promised to pay the President and Directors of the Urbana Banking Company or order at their Banking house fifteen hundred dollars without defalcation for value Received by them the said Silas G. Strong Cyprian Lee and Stephen M Cain and then and there delivered the said note to the said President and Directors of the Urbana Banking Company whereby and by reason whereof and by force of the Statute in such case made and provided the said Silas G. Strong Cyprian Lee and Stephen M Cain became liable to pay to the said President and Directors of the Urbana Banking Company the said Sum of money mentioned in the said note according to

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the effect of the said note and being so liable they the said Silas G. Strong Cyprian Lee and Stephen M'Lain in consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said President and Directors of the Urbana Banking Company to pay them the said sum of money mentioned in said note according to the tenor and effect of the said note when they should be thereto afterwards requested Nevertheless the said Silas G. Strong Cyprian Lee and Stephen M'Lain altho often requested the said sum of fifteen hundred Dollars to them the said President and Directors of the Urbana Banking Company have not yet rendered or paid or any part thereof but the same to pay or any part thereof to them the said President and Directors of the Urbana Banking Company they the said Silas G Strong Cyprian Lee and Stephen M'Lain have hitherto wholely refused and still refuse to the damage of the said President and Directors of the Urbana Banking Company in the sum of Two thousand Dollars and therefore they bring Suit By Moses B. Corwin Attorney for Plaintiffs And afterwards to wit now here to wit on the day and year first aforesaid came the Plaintiffs by Moses B Corwin their Attorney and the said Silas G. Strong Cyprian Lee and Stephen M'Lain though solemnly called came not but made default Whereupon it is considered by the Court that the Plaintiffs ought to recover their damages by reason of the premises and neither of the parties demanding a writ of enquiry and the Court being fully advised in the premises do assess the damages of the Plaintiffs to fifteen hundred ~~Dollars~~ and Eighty two Dollars and fifty cents Therefore it is considered that the said Plaintiffs recover of the said Silas G. Strong Cyprian Lee and Stephen M'Lain the said sum of fifteen hundred and Eighty two Dollars and fifty cents their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed to

Dollars and Cents

Attest J.H. Gill Clerk pro tem

J K Swan

Franklin Bank Co

vs

Charles Rathbone et als

~~Silas G. Strong~~

~~Cyprian Lee~~

~~Stephen M'Lain~~

Pleas before his Honor J.K. Swan President and John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven. Be it remembered that heretofore to wit on the twenty ninth day of March in the year of our Lord one thousand Eight hundred and thirty seven the Plaintiffs by G. Swan their attorney Sued out of the Clerks office of the Court aforesaid the following writ of Summons against the Defendants to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Charles Rathbone John Rathbone and James Hill to appear forthwith before the Honorable the Judges of our Court of Common Pleas within and for the County of Union and State of Ohio at the Court House in Marysville to answer to the President Directors and Company of the Franklin Bank of Columbus in a plea of Assumpsit Damages $600 and have you then there this writ Witness J.K. Swan President of our said Court at the Court House in Marysville this 29th day of March AD 1837 Silas G. Strong Clerk on which writ was the following endorsement to wit Suit Brot on a note dated March 17th 1836 for $300 at six months & usury And afterwards to wit on 31 day of March 1837 came the Sheriff and filed herein said writ together with his which is of following to wit Served by copy and by reading to Charles Rathbone and James Hill John Rathbone not found in this County B. Clark Sheriff

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Attest J.H. Gill

Urbana Ban

vs

Hezekiah Bal
Silas G Strong
Seth Chuckle

And afterwards to wit on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty Seven came the Plaintiffs by G. Swan their attorney and filed herein their declaration which reads as follows to wit. State of Ohio Union County ss Court of Commons Pleas March Term 1837 The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Charles Rathbone and James Rice the Sheriffs having returned not found as to John Rathbone Defendants in this suit of a plea of assumpsit. For that whereas the said Charles and James with the said John Rathbone Defendants on the 17th day of March in the year of our Lord one thousand Eight hundred and thirty Six at the County aforesaid made their promissory note in writing and then and there delivered the same to the said Plaintiffs and thereby then and there promised to pay to the said Plaintiffs the sum of three hundred Dollars in six months after the date thereof which period has now elapsed at the Schuylkill Bank of Philadelphia and the said defendants in consideration of the premises promised to pay the amount of the said note to the said Plaintiffs according to the tenor and effect thereof. And whereas also the said defendants to wit on the first day of March in the year of our Lord one thousand Eight hundred and thirty Six in the County aforesaid were indebted to the plaintiffs in the further sum of Six hundred Dollars for the price and value of goods then and there sold and delivered by the Plaintiffs to the defendants at their request also in the further sum of Six hundred Dollars for work and labor then and there done and materials for the same provided by the Plaintiffs for the defendants at their request also in the further sum of Six hundred Dollars for so much money then and there by the Plaintiffs lent and advanced to and paid said said and expended for the defendants at their request also in the further sum of Six hundred Dollars for so much money then and there had and received by the defendants for the use of the plaintiffs and also in the further sum of Six hundred Dollars found to be due from the defendants to the plaintiffs on an account then and there stated between them and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay the aforesaid sums of money whenever afterwards requested so to do yet the said defendants although often afterwards requested have not paid the said several sums of money or any part thereof to the plaintiffs but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the plaintiffs Six hundred Dollars and therefore they bring suit &c By G. Swan their atty

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

Attest J. McGee Clerk pro tem

J. R. Swan

Urbana Bank
v
Hezekiah Bates
Silas G Strong &
Leon Chuckill

Pleas before his Honor J. R. Swan President and John Potter and James Rice his associates Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven

52 Be it remembered that heretofore to wit on the twenty ninth day of March in the year of our Lord one thousand Eight hundred thirty seven the Plaintiffs sued out of the Clerks office of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summons Hezekiah Bates Silas G. Strong and Levi Churchill Jr to appear before our Court of Common Pleas of the County aforesaid forthwith to answer unto the President and Directors of the Urbana Banking Company in a plea of the case damages $300 Witness J. R. Dean President of our said Court aforesaid this 29th day of March 1837 J. G. Strong Clk on which writ was the following endorsement to wit This suit is Brot to recover the principal and interest due on a promissary Given by Defts to Plaintiffs for $300 bearing date 10th Nov 1836 payable ninety days after date and afterwards to wit on the 30th March 1837 came the Sheriff and filed herein said writ with his return which return reads as follows to wit Served by reading to each of the defendants and by copy to each R. Clark Sheriff. And afterwards to wit on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty seven came the Plaintiffs by Moses B. Corwin and filed herein their declaration which reads as follows to wit. The State of Ohio Union County Court of Common Pleas of the term of March in the year of our Lord one thousand Eight hundred and thirty seven Hezekiah Bates Silas G. Strong and Levi Churchill Jr of the County of Union were Summoned to answer unto the President and Directors of the Urbana Banking Company in a plea of trespass on the case and thereupon the said President and Directors of the Urbana Banking company by Moses B. Corwin their attorney complain that whereas the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr on the tenth day of November in the year of our Lord Eighteen hundred and thirty six at Urbana to wit at the County of Union aforesaid made their certain promisory note so called commonly their own proper hand writing being thereto Signed bearing date the same day and year aforesaid and thereby ninety days after date thereof promised to pay the President and Directors of the Urbana Banking Company or order Two hundred Dollars in Eastern Funds without defalcation for value received by them the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr and then and there delivered the said note to the said President and Directors of the Urbana Banking Company whereby and by reason whereof and also by force of the Statute in such case made and provided the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr became liable to pay the said President and Directors of the Urbana Banking Company the said sum of money mentioned in said note according to the Tenor and effect thereof and being so liable they the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr in consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said President and Directors of the Urbana Banking Company to pay them the said sum of money mentioned in the said note according to the Tenor and effect of the said note when they should be thereto afterwards requested Nevertheless the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr although often requested the said sum of two hundred Dollars to them the said President and Directors of the Urbana Banking Company have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said President and Directors of the Urbana Banking Company the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr have hitherto wholly refused and still refuse to the damage of the said President and Directors of the Urbana Banking Company the Sum of three hundred Dollars therefore they sue By Moses B. Corwin Atty

And afterwards to wit came the Plaintiffs Hezekiah Bates called came not said President and to recover their dam ties demanding a the premises do of the Urbana B for it is considered ing Company Levi Churchill Damages aforesaid Behalf expended Attest James H.

Urbana Ban
v
Ransom Clar
Alexander Talbot
Silas G. Strong
Levi Phelps

and thirty Seven day of December and thirty Six aforesaid the Pla County ss To you to Summon Levi Phelps to b County aforesaid to answer unto Company in a there this writ said this 30 th on which writ a note of hand Sa And afterwards to filed herein Sa reads in the w by leaving copie And afterwards Lord one thous by Moses B. Co which reads in Union County the year of our by ss Ransom Clark Sheriff Summoned Urbana Banki thereupon the P by Moses B. Co Tom Clark A. day of April Six at Urbana

And afterwards to wit now here to wit on the day and year last aforesaid came the Plaintiffs by Moses B. Corwin their attorney and the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr though solemnly called came not but made default Whereupon it is considered that the said President and Directors of the Urbana Banking Company ought to recover their damages by reason of the premises and neither of the parties demanding a writ of enquiry and the Court being fully advised of the premises do assess the damages of the said President and Directors of the Urbana Banking Company to two hundred and six Dollars Thereupon it is considered that the said President and Directors of the Urbana Banking Company recover of the said Hezekiah Bates Silas G. Strong and Levi Churchill Jr the said sum of Two hundred and six Dollars their Damages aforesaid in form aforesaid assessed and also their costs in this Behalf expended taxed to Dollars and cents

Attest James H. Coe Clerk pro tem

J K Swan

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

Pleas before his Honor J. K. Swan President and John Poe and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand Eight hundred and thirty Seven. Be it remembered that heretofore to wit on the twentieth day of December in the year of our Lord one thousand Eight hundred and thirty Six the Plaintiffs sued out of the Clerks office of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss To the Coroner of said County Greeting We command you to Summon Ransom Clark Alexander Pollock Silas G. Strong and Levi Phelps to be and appear before our Court of Common Pleas of the County aforesaid at the Court House on the first day of their next term to answer unto the President and Directors of the Urbana Banking Company in a plea of the Trespass Damages $ 700, and have you then there this writ Witness J K Swan President Judge of our Court at said this 20th day of December A.D. 1836 Silas G Strong Clerk on which writ was the following endorsement to wit This suit is on a note of hand Defts for $ 600 at 90 days from April 9 1836 B B McKeman And afterwards to wit on the 22nd day of March 1837 came the Sheriff and filed herein said writ of Summons together with his return which reads in the words and figures following to wit. Served on the within by leaving copies at their respective dwellings March 22 1837 J. McMahon And afterwards to wit on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty Seven came the Plaintiffs by Moses B. Corwin their attorney and filed herein their declaration which reads in the words and figures following to wit The State of Ohio Union County Court of Common Pleas of the Term of March in the year of our Lord Eighteen hundred and thirty Seven Union County ss Ransom Clark A. Pollock Silas G. Strong and Levi Phelps late Sheriff of said County were summoned to answer unto the President and Directors of the Urbana Banking Company in a plea of Trespass on the Case and thereupon the said President and Directors of the Urbana Banking Co by Moses B. Corwin their attorney complain that whereas the said Ransom Clark A. Pollock Silas G Strong and Levi Phelps on the seventh day of April in the year of our Lord Eighteen hundred and thirty Six at Urbana to wit at the County of Union aforesaid made their

54 certain note in writing commonly called a promissory note their own prop
er hand writing being thereto Signed bearing date the same day and year
aforesaid and thereby ninety days after the date thereof promised to pay
to the said President and Directors of the Urbana Banking Company or
order at their Banking House Five hundred Dollars for Value Received
by them the said Ransom Clark A. Pollock Silas G. Strong and Levi
Phelps and then and there delivered said note to the said President
and Directors of the Urbana Banking Company whereby and by reason
whereof and by force of the Statute in such case made and provided
the said Ransom Clark A. Pollock Silas G Strong and Levi Phelps
became liable to pay to the said President and Directors of the Urbana
a Banking Company the said sum of money mentioned in the said note
according to the Tenor and effect of the said note and being so liable they
the said Ransom Clark A. Pollock Silas G. Strong and Levi Phelps in
consideration thereof afterwards to wit on the same day and year aforesaid
at the County aforesaid undertook and faithfully promised the said
President and Directors of the Urbana Banking Company to pay them
the said Sum of money mentioned in the said note according to the
tenor and effect of the said note when they should be thereto afterwards re
quested Nevertheless the said Ransom Clark A. Pollock Silas G. Strong
and Levi Phelps altho often requested the said sum of five hundred Dollars
mentioned in said note have not yet paid to the said President and
Directors of the Urbana Banking Company or any part thereof but the
same to pay or any part thereof to them the said President and Direc
tors of the Urbana Banking Company they the said Ransom Clark
A. Pollock Silas G Strong and Levi Phelps have hitherto wholly ref
used and still do refuse to do to the Damages of the said President
and Directors of the Urbana Banking Company in the sum of Seven
hundred Dollars and therefore they bring suit By Moses B. Corwin atty &c.
And afterwards to wit now here to wit on the day and year first aforesaid came
the Plaintiffs by Moses B. Corwin their attorney and the said Ransom Clark
A Pollock Silas G Strong and Levi Phelps though solemnly called came not
but made default Whereupon it is considered that the said President
and Directors of the Urbana Banking Company ought to recover
their damages by reason of the premises and neither of the parties requiring
the intervention of a Jury and the Court being fully advised in the prem
ises do assess the Damages of the said President and Directors of the
Urbana Banking Company to five hundred and twenty seven Dollars
and fifty cents It is therefore considered by the Court that the said
President and Directors of the Urbana Banking Company recover
of the said Ransom Clark A Pollock Silas G. Strong and Levi
Phelps the said Sum of five hundred and twenty seven Dollars and fifty
cents their damages aforesaid in form aforesaid assessed By the Court
together with their costs in this behalf expended taxed to
Dollars and 6 cents

Attest James H. Gill Clerk protem

J K Swan

Joseph Otis
to
Silas G Strong

Pleas before his honor J K Swan President and
John Potter and James Hill his associates Judges
at a Court of Common Pleas began and held
at the Court House in the Town of Marysville
within and for the County of Union and State
of Ohio on the first day of June in the year of
of our Lord one thousand Eight hundred and thirty seven Be it
remembered that heretofore to wit on the 29th day of March 1837

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the Plaintiff sued out of the Clerks office of the Court aforesaid the following writ of of Summons against the Defendant to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Silas G. Strong to appear forthwith before the Honorable the Judges of the Court of Common Pleas to answer unto Joseph Pits in a plea of Debt to the damage of Six Hundred Dollars and have you then there this writ Witness J. R. Shaw President of our Court at the Court House in Marysville the 27th day of March 1837 Silas G. Strong Clerk on which writ was the following acknowledgment March 27th 1837 I acknowledge service of the within writ Silas G. Strong And afterwards to wit on the day and year last aforesaid came the Plaintiff by G. Shaw his attorney and filed herein his declaration which reads in the words and figures following to wit State of Ohio Union County ss Union County Court of Common Pleas March Term 1837 Joseph Pits complaining of Silas G. Strong in a plea of Debt for that whereas the said Silas G. Strong on the 15th day of November A. D. 1833 at Marysville in the County aforesaid made his certain writing obligatory of that date sealed with his seal and now to the Court here shown the date whereof is known to the said Joseph Pits and thereby then and there bound himself to pay to the said Joseph Pits or to his order the sum of three hundred and fifty one Dollars with interest from date at the Banking House of the Clark Co. Bank of Columbus in three years after the date thereof which period is now elapsed yet the said Silas G. Strong hath not paid the said sum of money nor any part thereof to the damage of the said Joseph Pits three hundred Dollars and therefore he brings suit &c G. Shaw his attorney and afterwards to wit now here to wit on the day and year last aforesaid came the Plaintiff by G. Shaw his attorney and the Defendant being three times called to come into Court and answer unto the Plaintiffs action came not but made default and neither party requesting a Jury the Court now find that the Defendant is indebted unto the Plaintiff in the sum of three hundred and fifty-one Dollars the debt in the declaration mentioned and they assess the Plaintiffs damages by reason of the detention thereof to Seventy five Dollars and forty six cents It is therefore considered by the Court that the Plaintiff recover of the Defendant the sum of three hundred and fifty-one Dollars the debt in the declaration mentioned also the sum of Seventy five Dollars and forty six cents the damages aforesaid in form aforesaid assessed for the detention thereof together with his costs in this behalf deposed and

Dollars cents

Attest S. H. Hill Clerk pro tem

J. R. Shaw

Jehabod Shafer }
to
David Smith }

Plea before his Honor J. R. Shaw President and John Parker and James Hill his associate Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of June in the year of our Lord one thousand eight hundred and thirty seven. Be it remembered that heretofore to wit on the twenty fifth day of April in the year aforesaid came the Plaintiff by A. Hall his attorney and filed herein his declaration against the Defendant which said declaration reads as follows to wit State of Ohio Union County ss In Union Common Pleas March Term 1837 This cause came into Court by way of appeal from the decision of a Justice of the peace wherein Jehabod Shafer complains of David Smith in a plea of trover for that whereas the said Jehabod on the 30th day of January A D 1837 was lawfully possessed as of his own property of a certain lot of Sugar Troughs to wit

five hundred Sugar Troughs and being so possessed he afterwards to wit on the day and year last aforesaid lost the same and the same afterwards to wit on the day and year last aforesaid came into possession of the said David by finding. Yet the said David though he well knew the same to belong to the said Johaba yet intending & injure and defraud the said Johaba hath hitherto refused to deliver the same to the said Johaba though thereunto greatly but afterwards to wit on the day and year last aforesaid converted the same to the use of the said David to the damage of the said Johaba ninety nine Dollars and ninety nine cents therefore he sues By Hall his attorney: And afterwards to wit on the twelfth day of May in the year aforesaid came the said David Smith by P. Cole his attorney - and files herein his plea which said plea to the foregoing declaration reads as follows to wit Union Common Pleas March Term 1837 And the said David Smith comes and defends &c and says that he is not Guilty of the said supposed grievances laid to his charge in manner and form as the said Johaba hath complained against him and of this he puts himself upon the Country and the said Johaba doth the like. By P. B. Cole attorney for Deft

And afterwards to wit now here to wit on the day and year first aforesaid came the Parties by their attorneys and thereupon came a Jury to wit William M'Campbell William Hays Joseph Cannon Simon Gates Enoch Hoak William Chadwick William Sipples Pierce Tompkins Isaac White Jason Chapman Alvan Randal and William Phillips who being empannelled and Sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said David Smith is not Guilty in manner and form as the said Johaba Thorpe hath complained against him Therefore it is considered that the said Defendant go hence without day and recover of the said Plaintiff his costs in this behalf expended taxed to Dollars and Costs

Test James H. Dill Clerk [illegible]

Daniel Call
v
Robert M. Kee

Pleas before his Honor A. W. Thomas President and the rest of the 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 on the first day of June in the year of our Lord one thousand Eight hundred and thirty seven. Be it remembered that heretofore to wit on the third day of March in the year of our Lord one thousand Eight hundred and thirty six came the Plaintiff by W. Thomas his attorney and files herein his petition for partition which said petition reads in the words and figures following to wit To the Court of Common Pleas within and for the County of Union and State of Ohio. Your Petitioner Daniel Call of the City of Richmond and State of Virginia Represents that he has a legal right to and is seized in fee simple of an undivided portion of the following real estate situate lying and being in the County aforesaid described as follows Entries No 5775 5041, 5806, 5 6495 Surveyed for Robert Means. and patented to your orator by execution of the said Robert Means deceased containing Eighteen hundred and twenty Eight and ½ acres of land bounded as follows Beginning at three large Beeches Northeasterly of John Holmes Survey No 4265 and corner to said Means entry No 5629 running with said line N. 80° E. 177 poles to a hickory Ash and sugar tree Southwesterly corner to Thomas Brayers Survey No 629 thence

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with his westerly line N. 7° E. 100 poles. crossing a Branch at 10 and one at 300 poles to two Beeches and a Sugar tree Northwest corner to said Boggs Survey. thence N. 83° W. 371 poles crossing several Branches to two hickories Northwesterly corner to Saml Scott's Survey No 3089 thence with his westerly line S. 7° W. 200 poles crossing several Branches to an ash and two hickories in the northerly line of Solon Scarborough's Survey No 3461 thence with said line S. 86. 2/10 poles to three Beeches northeasterly corner to Scarborough's Survey. thence with another of his lines and course South 1° W. 437 poles crossing a Branch at 18 and one at 38 poles to a maple and two Beeches in the line of Benjamin Grimes Survey No 4464 thence with said line and the line of Holmes Survey S. 88° E. 478 poles crossing several Branches to the Beginning And your petitioner further represents that of the said tracts of land he is seized as aforesaid of twelve hundred and seventy acres and that Robert M. Kerr of the City of Richmond aforesaid is seized in fee simple subject to the rights of Elizabeth Kerr his mother of five hundred and fifty Eight and 2/3 acres Your petitioner therefore prays that partition of said land may be made between your petitioner and Robert M. Kerr and their proper proportions assigned to them according to their rights respectively and such other proceedings may be had in the premises as the Law requires. By Today Thomas Solicitor and afterwards to wit on the fourth day of the same Month and year last aforesaid came the petitioner and it appearing to the satisfaction of the Court that the Defendants are not residents of this State It is therefore ordered that notice of the pendency of this petition with the object and prayer thereof be published in the Ohio State Journal and Columbus Gazette for six consecutive weeks and that a copy of this notice be sent to the said Robert M. Kerr and Elizabeth Kerr in Henrico County Virginia 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 petitioner by his Counsel and proved to the satisfaction of the Court that due notice has been given by publication of the pendency of this suit which said notice together with the accompanying proof are as follows to wit Robert M. Kerr and Elizabeth Kerr will take notice that a petition was filed against them on the 8th day of March 1836 in the Court of Common Pleas in and for the County of Union by Daniel Earle and is now pending wherein the said Daniel Earle demands partition of the following real estate to wit Survey Nos. 5778., 6641., 6806., and 6405 of 1826 2/3 lying in said County of Union and patented to the said Earle as executor and Devisee in trust of Robert Kerr deceased and that at the next term of said Court application will be made by the said Daniel Earle for an order that partition may be made of said premises Kirby & Thomas Sols for Pl. The State of Ohio Franklin County Chas Scott being duly sworn deposeth and saith that the notice of which a true copy is hereunto annexed was published in the Ohio State Journal a paper of general circulation in the County of Union six consecutive weeks from and after the 7th day of February 1837 Chas Scott Sworn to and subscribed before me this 27 day of March 1837 Thomas Acres Justice of the Peace in and for said County. And thereupon the Court having examined the petition exhibits and testimony and being fully advised do order that the Sheriff of Union County shall by the oaths of William B Irwin Joshua Lindy and Hanson Clement three judicious disinterested free holders of the County aforesaid cause partitions to be made of the premises in the Bill mention ed and described as follows to wit to Robert Kerr subject to the right of his mother Elizabeth Kerr 555 2/3 acres and to Daniel

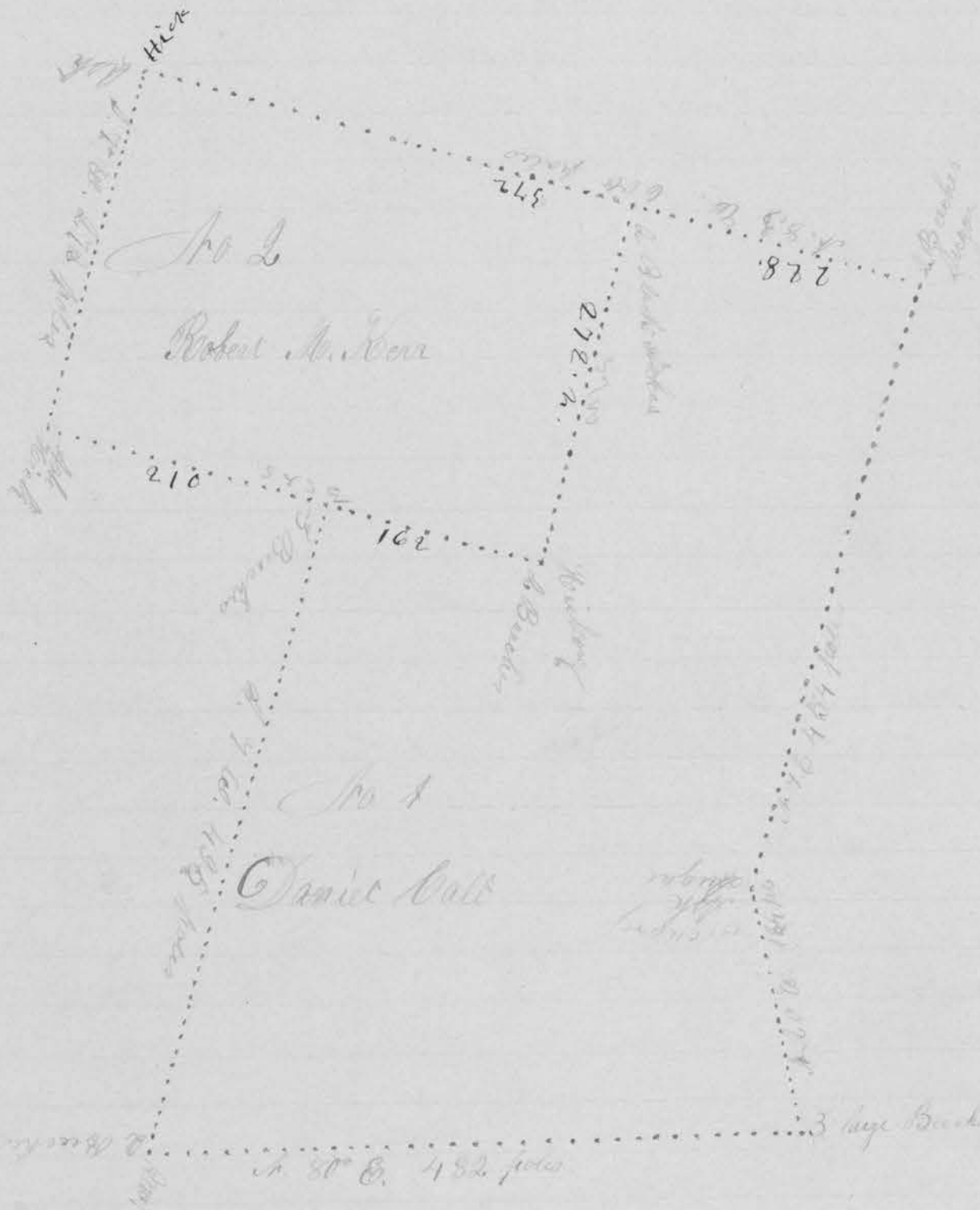
Call 1270 acres and if there should be any surplus in the Survey that partition of such surplus be made between the parties in the same proportion, and due return of their proceedings make to the next term of this Court to which time this cause is continued and afterwards to wit on the tenth day of April in the year of our Lord one thousand Eight hundred and thirty Seven there issued from the Clerks office the following writ of partition to wit State of Ohio Union Com. ty ss. The Sheriff of said County Greeting We command you that without delay by the oaths of Wm B. Irwin Joshua Judy and Ransom Clements you cause partition to be made of the following real Estate lying and being in Union County aforesaid to wit No 5778 5641. 5806 and 6495 Surveyed for Robert Means Esq. and Patented to Daniel Call bounded as follows Beginning at three large Beeches North easterly corner to John Holmes Survey No 4265 and corner to said Means entry No 5263 running with said line N. 20° E. 177 poles to a hickory and Ash and Sugar Tree Southwest corner to Thomas Bowyers Survey No 829 thence with his westerly line N. 7° E 400 poles crossing a Branch at 110 poles and one at 300 poles to two Beeches and a Sugar tree N. E. corner to said Bowyers Survey thence N. 88° E. 577 poles crossing several Branches to two hickories Northeasterly corner to Jacob Wooltons Survey No. 3689 thence with his westerly line N. 7° E. 200 poles crossing several Branches to an Ash and two hickories in the Northerly line of John Scarboroughs Survey No. 3461 thence with said line N. 83° E 206 poles to three Beeches Northeasterly corner to Scarboroughs Survey thence with another of his lines and corner thereof N. 7° E. 437 poles to a maple and two Beeches in the line of Benjamin Grimes Survey No 4404 thence with the said line and the line of Holmes Survey N 80° E 498 poles crossing several Branches to the Beginning among the following persons and in the following proportions to wit to Robert M. Kerr subject to the right of his mother Elizabeth Kerr 558 2/3 acres and to Daniel Call 1270 acres and if there should be a surplus in the Survey that partition be made of such surplus between the parties in the same proportion and that your proceedings in the premises you distinctly certify unto your said to our Court of Common Pleas within and for the said County of Union together with this writ Witness the Honorable I. K. Boals President Judge of our said Court of Common Pleas this 10th day of April A. D. 183[illegible] I. H. Lee Clerk and afterwards to wit on the second day of June in the year of our Lord one thousand Eight hundred and thirty Seven came the Sheriff and filed herein said together with his return and the report of the Commissioners in partition which said return and report read as follows to wit. I have executed this writ by the oaths of the within named Commissioners whose report is herewith return ed. R. Clark Sheriff of Union County. We William B. Irwin. Joshua Judy and Ransom Clements Commissioners appointed to make partition of Surveys No 5778. 5641. 5806. and 6495 of 1828 3/5 acres between the parties in the above cause being duly sworn upon actual view of the premises do set off and assign to Daniel Call in severalty for his share the following described piece or parcel of land No 1. Beginning at three Beeches corner to Scarboroughs Survey No 3461 thence S. 7° W. 415 poles to two Beeches and a Maple thence S. 86° E. 482 poles to three large Beeches thence N. 20° E. 184 poles to a hickory Ash and Sugar tree thence N. 7° E 454 poles to two Beeches and a Sugar tree thence N. 83° E. 228 poles to two Black ashes. thence N. 7° E. 272 poles to two Beeches and a hickory thence N. 83° E. 162 poles to the Beginning containing fourteen hundred and thirty six acres

being the entire portion of the [illegible] subject to the [illegible] piece of land [illegible] hickory corner [illegible] white ash thence [illegible] 272 poles to two [illegible] ing Scarboroughs [illegible] hundred and [illegible] and 2/3 acres accord[illegible] more fully [illegible] under our hands [illegible] and Ransom C[illegible]

aforesaid do [illegible] upon proceedings of the Court it Ordered that approved and [illegible] off and assigned ordered that the be given within that Daniel Call that Wm Robert that Mr Thomas collected with

Attest James K[illegible]

being the twelve hundred and seventy acres coming to him and his portion of the surplus—We also set off and assign to Robert M. Kerr Subject to the right of his mother Elizabeth Kerr the following parcel of land described as follows. No 2 Beginning at a dead hickory corner to Taylors Survey No 3869 thence N 76 E 278 poles to a white ash thence N 83 E 372 poles to two Black Gums thence N 7 E 272 poles to two Beeches and a Hickory thence N 35 W 372 poles passing Scarboroughs corner at 162 poles to the Beginning containing Six hundred and Eighty two acres being the five hundred and fifty eight and ½ acres decreed to him and his proportion of the Surplus all which will more fully appear By reference to the plat annexed below Given under our hands this 12 day of April 1837 Signed W. B Lewis Joshua Terry and Ranson Clements Commissioners


No 2
Robert M. Kerr
No 1
Daniel Cole
N 76° E. 278 poles
N 7° E. 272 poles
N 83° E. 372 poles
N 35° W. 372 poles
210
162
3 Large Beech
Hickory
Dead Hickory
Large Beech
Large Beech
Large Beech

Catharine A. Barry
vs
Thomson M'Carty
Isaac M'Carty &
Stephens T. Mason

Pleas before his Honor I K Boan Presi-
dent and John Parker and James Hall his
Associates Judges at a Court of Common
Pleas began and held at the Court House in
the Town of Marysville within and for the
County of Union and State of Ohio on the
first day of June in the year of our Lord
one thousand Eight hundred and thirty seven. Be it remembered
that heretofore to wit on the fifth day of November in the year of our
Lord one thousand Eight hundred and thirty six came the Complain-
ant by G. Swan her attorney and filed here in her petition in these
very words and figures following
to wit To the Judges of the Court of Common Pleas of the County of Union
and State of Ohio. The petition of Catharine A Barry demandant
respectfully sheweth unto your Honors that Stephens Thompson Mason
your demandants father departed this life many years ago and left a
will by which he devised to his children his real estate charged with
the payments of Debts & legacies and which have since been paid and is
charged the said estator left children legatees to wit Mary A. wife of
Benjamin Durand, Emily B. Mason, John Thompson Mason, Stephens T.
Mason, Armistead T. Mason and your Demandant. For the purpose of
making distribution among his children the said Stephens Thompson
Mason vested all his real estate in Mary Mason Mother of your peti-
tioner and John Thompson Mason your Demandants Brother giving them
powers to make division and reinvestments all which will more fully appear
by the will of the said Stephens Thompson Mason admitted to probate in
London County in the State of Virginia July 11 1808. Your demand-
ant further represents that said trustees in pursuance of the directions
in said will by their deed duly executed bearing in your demandant
on the 26 day of May 1812 one undivided third part of all the lands and tene-
ments of which said Stephens Thompson Mason died seizen or
possessed or to which he was in any wise entitled in law or Equity. Situate
lying and being within the limits of the State of Ohio all which among
other things will more fully appear by said deed recorded vol 2 pages
309 & 10 in Union County. This demandant claims under said will
of her father and the deed to her of said trustees one undivided third part
of the following lands situate in the Virginia Military District in the State
of Ohio to wit No 3354 containing 136 1/2 acres No 3356 containing 375 acres
No 3360 containing 256 acres No 3353 containing 165 acres No 3352
containing 300 acres and No 3355 containing 127 acres all situate
in the County of Union aforesaid No 1193 containing 177 acres ly-
ing in the County of Delaware in said State also No 664 containing
1600 acres situate in Pickaway County in said State also No 1260
containing 166 2/3 acres situate in Fayette County in said State
These several Surveys were patented to said testator in his lifetime or
to his said trustees since his death. And the demandant further states that
the sons of said testator to wit John T. Mason Stephens T. Mason and
Armistead T. Mason have their several parts and proportions set off
to them of said estate and deeded to them of lands and property by said
trustees Mary A Durand wife of Benjamin Durand has also a one
some said trustees for an undivided third of said lands and Em-
ily B M'Carty wife of William M'Carty in the manner to entitle
of said lands. Your demandant further sheweth that Benjamin Dur-
and and Mary A Durand his wife departed this life testate and

without issue
vested equally
equal share of the
became vested in
departed this life
father) share
T. Mason the
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still living and
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whether or not
ties the two
M'Carty are
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By G. Swan
ninth day of
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demandant
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office from
M'Carty and
M'Carty
that Catharine
the Court
of which is
District to
No 3360 of
of 137 acres
Survey No
664 containing
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acres are
said attorney
for an order
that said
G. Swan
Franklin
that the
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the County

without issue many years ago by which the undivided three fifths of said lands descended equally to her surviving brothers and sisters that Stephen T. Mason also departed this life many years ago intestate and without issue and his share of the estate of his sister the said Mary A. Howard in said lands became vested in his surviving brothers and sister Armistead T. Mason departed this life leaving an only heir Stephens T. Mason entitled to his undivided share of said land subject however to the said Mary A. Howard and Stephens T. Mason the claim which said Stephens T. Mason the younger is asserting minor. The said Emily R. McCarty departed this life leaving her husband still living and two infant sons her only children since dead to wit Thornton and James McCarty. The said John T. Mason who was entitled to one twelfth of said lands by descent from his said sister executed a deed to your petitioner for his share & your petitioner further states that by virtue of the premises she has legal title to one half of said lands that Thornton and James McCarty are entitled to five twelfths thereof one to each and that Stephens T. Mason is entitled to the other one twelfth the said Thornton and James McCarty reside in Fairfax County in the State of Virginia and the said Stephens T. Mason resides in London County and State of Kentucky & your petitioner prays that the moiety of said lands may be assigned to her in severalty and that such proceedings may be had in the premises as the Statute in such cases authorizes

By G. Swan attorney for petitioner and afterwards to wit on the twenty ninth day of March in the year of our Lord one thousand Eight hundred and thirty Seven this cause came on to be heard upon the petition of the demandant on consideration whereof it is ordered by the Court that by the oaths of Silas C. Strong Stephen McClain and Levi Phelps duly full equal half of the lands in said petition described be set apart to the said Catharine A. Barry the Petitioner. That five twelfths thereof be set apart to Thornton McCarty and James McCarty and one twelfth thereof be set apart to Stephens T. Mason and that a writ of partition issue to the Sheriff of Union County commanding him to cause said partition to be made accordingly. The following notice and accompanying proof were filed viz March 29th 1837 to wit State of Ohio Union County ss Court of Common Pleas & Clerks office Nov 7th 1836 Catharine A. Barry vs Thornton McCarty James McCarty and Stephens T. Mason. Petition for partition. The said Thornton McCarty James McCarty and Stephens T. Mason are hereby notified that Catharine A. Barry by Gustavus Swan her attorney has filed in this Court her petition for partition against them the object and prayer of which is to obtain partition of certain lands in the Virginia Military District to wit Survey No 3364 of 136½ acres No 2666 of 375 acres No 3360 of 1250 No 3353 of 866 acres No 3352 of 909 acres and No 3355 of 437 acres all situate in said County of Union and State of Ohio. Also Survey No 1193 of 1177 acres in the County of Delaware. Also Survey No 664 containing 1000 acres in the County of Pickaway Also No 1260 containing 1069⅝ acres in the County of Fayette in the State of Ohio the Defendants will further take notice that the said Catharine A. Barry by her said attorney at the next term of said Court will make application for an order of partition of said premises agreeably to said petition and that said petitioner claims title to six twelfths of said premises G. Swan atty for pet Attest Silas C Strong Clerk. State of Ohio Franklin County ss Charles Scott being duly sworn deposeth and saith that the notice of which a true copy is hereunto annexed was published in the Ohio State Journal a newspaper in general circulation in the County of Union four consecutive weeks from the 9th of Feby 1837 to

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Sworn to and Subscribed before me this 27 day of March 1837 Tho Cooper
And afterwards to wit on the twenty Seventh day of April in the year of our
Lord one thousand Eight hundred and thirty Seven the following writ of par-
tition issued to the Sheriff of Union County to wit The State of Ohio Union
County ss To the Sheriff of said County Greeting We command you that
without delay by the oaths of Silas G Strong Stephen McLain and Levi
Phelps you cause Catharine A. Barry to be endowed of one full equal
half of the following real estate Situate in the County and State aforesaid
to wit Survey No 3354 containing 1363 acres No 2256 of 1375 acres No 3350
of 1350 acres No 3353 of 865 acres No 3352 of 300 acres and No 3355 of 437
acres. Also Situate in the County of Delaware and State aforesaid to wit
Survey No 1193 of 177 acres also Situate in the County of Pickaway
and State aforesaid Survey No 654 of 1000 acres also Situate in the
County of Fayette and State aforesaid Survey No 1280 of 166 2/3
acres all of the Virginia Military District. And also that in like man-
ner and by the like oaths of the same Silas G Strong Stephen McLain
and Levi Phelps you cause partition to be made of the same lands
among the following persons and in the following proportions to wit
To Thomas McCarty and James McCarty five twelfths thereof and to
Stephen T. Mason one twelfth thereof and that your proceedings in
the premises you distinctly certify under your hand to our Court of Com-
mon Pleas at their next for said County of Union on the first day of
their next Term together with this writ Witness J N Boyd
President Judge of our said Court of Common Pleas this 17
day of April A.D. 1837 James K. Hill Clerk Instant And afterwards
to wit on the day and year first aforesaid came the Sheriff and filed
herein said writ together with his return and Commissioners report
which said return and report read as follows to wit I have proceeded
to execute the above command and attach the commissioners report and
request said report be made part of this return June 20 1837 R. Clark Shff
We the undersigned Freeholders in pursuance of the command of a writ of
Partition in the case wherein Catharine A. Barry is Demandant and Thomas
McCarty and James McCarty and Stephen T. Mason are Defendants
Have proceeded being first duly Sworn to view each Tract of land
mentioned in said writ and Have made partition thereof as follows
to wit We Have set off and appointed to Catharine A. Barry
the Demandant the whole of Survey numbered 2256 containing 1350
acres also the whole of Survey numbered 3354 containing 1363 acres
also 556 acres being part of Survey numbered 3350 and said 556
acres are bounded as follows Beginning at 2 Sugars and Iron wood in
the East line thence S 12 E 260 poles to 2 ashes and Hickory thence 180
336 poles to a Stake thence N 10° 45 W 290 poles to 2 Hickories and Elm
thence N 84° 20 E 331 poles to the Beginning all in the County of Union
also the whole of Survey numbered 1193 or 1/2 93 containing 177 acres and
is Situate in the County of Delaware the whole amounting to 4451 2
acres all of which is represented on a Diagram hereunto annexed and is
considered by us to amount to Six twelfths of the whole value Also we
have set off and appointed To Stephen T. Mason one of the Defendants
one twelfth of the whole as follows acres being the whole of Sur-
vey numbered 654 containing 1050 acres and is Situate in the County of
Pickaway also the whole of Survey number 1280 containing 167 acres and is
Situate in the County of Fayette also 283 6 acres being a part of Survey num-
bered 3350 and is bounded as follows Beginning at 2 ashes and an Elm thence
W. 8 rods thence N 10 45 W. 290 poles to a Stake thence N 84° 20 E. 111 poles to
2 Hickories and Elm thence W. 10 E 290 poles to a Stake thence S 80 15. W

poles to the Begin
ten and twelfth o
Thomas McCarty
Eight hundred a
containing 929 a
acres all in the C
3350 and is bou
E. 187 poles to a
wood thence N
20 W. 442 poles
Equal in value
tee upon the De

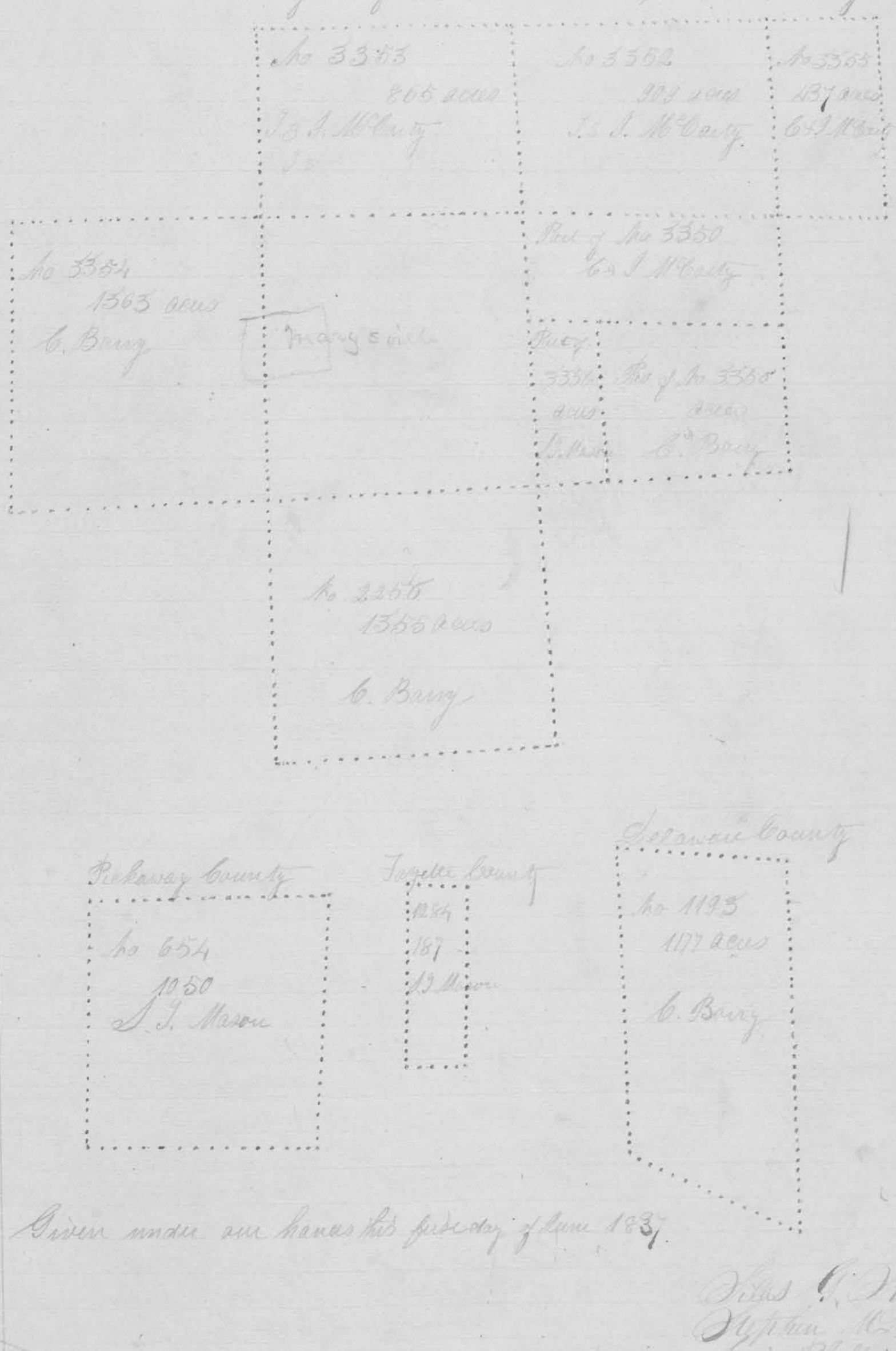
No 3354
1363 acres
C. Barry

Pickaway C
No 654
1050
T. T. M

Given under

poles to the Beginning and is Situate in Marion County making as is estimated one twelfth of the whole value Also there have been Entered and patented to the said Wm Thornton McCarty and Samuel B McCarty the whole of Survey No 3353 containing Eight hundred and Sixty five acres Also the whole of Survey numbered 3352 containing 903 acres Also the whole of Survey numbered 3355 containing 487 acres all in the County of Marion Also 500 acres being part of Survey numbered 3350 and is bounded as follows Beginning at a Pinckney and a Lynn thence N 10 E 187 poles to a Stake thence N 84° E 360 & 4/10 poles to a Sugar tree and Gum pond thence N 12. E 187 poles to two Sugars and an Ash thence S. 84° W 360 & 4/10 poles to the Beginning being 671 acres in all and being considered Equal in value to five twelfths of the whole all of which are duly referred to upon the Diagram hereunto annexed

Diagram of Lands Situate in Marion County



Pickaway County

Fayette County

Delaware County

Given under our hands this first day of June 1837

Silas Stone
Alpheus McLish } Commissioners
Levi Phelps

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And afterwards to wit on the day and year first aforesaid on motion of the Court by petitioner and upon hearing the proceedings of the Commissioners and their report and the return of the writ of partition issued in this cause by the name of Court at last Term and the same being examined by the Court It is ordered that said proceedings report and return of the Sheriff be and the same are hereby confirmed and approved of and that the said parties hold in severalty the Shares set off and assigned to each respectively by said Commissioners and it is further ordered that G. Dean be paid one hundred Dollars his fee and that the costs and expenses including said fee one hundred and ten Dollars and twenty six cents be paid within thirty days be paid by the parties in the following proportions by Thornton McCarty one third McCarty five twelfths thereof and by the petitioner one half thereof and by Stephen T. Mason one twelfth part and default thereof that execution issue thereon. Test Thomas C. Gill Clerk pro tem

G R Dean

William C Lawrence
Assignee in trust for the use
of Creditors of L. M. Davis
vs
Ambrose Meeker

Pleas before his Honor J R Dean President and John Porter and James Hall his Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the first day of March in the year of our Lord one thousand Eight hundred and thirty Seven. Be it remembered that heretofore to wit on the tenth day of October in the year of our Lord one thousand Eight hundred and thirty Six came the Plaintiff and filed herein his Bill in Chancery which reads as follows to wit To the Honorable the Judges of the Court of Common Pleas of Union County Ohio Sitting as a Court of Chancery Humbly complaining your orator W. C. Lawrence of the County of Union and State aforesaid assignee in trust for the use of the Creditors of Luther M. Davis formerly of this County would respectfully represent unto your Honors that some time in last February said L. M. Davis having become much involved and encumbered with many debts due divers individuals in this vicinity absconded that after he had left and gone beyond the reach of legal process a writ of attachment was issued at the instance of Cyprian Lee and Madison Watson then trading under the Style of Watson and Lee that said writ was served and returned to the Justice who issued the same after having been served upon all the goods chattels rights credits monies and effects of the said Davis that among other things the Constable served upon the title papers to certain equitable interests in divers lots of Land lying in this County then in said Davis that said Davis was summoned and being overtaken returned with his prisoner to this place the attachment then pending before said Justice of the Peace At this time it it was discovered that said Davis was indebted to more than five thousand Dollars that his whole property real and personal and mixed would not amount to more than about half that sum and that in consequence of his interest in lands that the whole must come into this court for settlement It was believed by said Davis and his Creditors that in this way a large amount of the property of the said Davis would be consumed in costs of Court It was therefore agreed by said Davis and his creditors here that the whole to save costs should be assigned to your orator in trust for the benefit of said Davis generally which agreement was made and entered into on the day of in the year 1836 the personal property to be sold on a credit of six and nine months at the sale the interest of the said Davis in said Lands was to be sold at private sale to such person or persons as would pay the most for the same

in pursuance of
to your orator and
agreement no one
creditor and myself
costs then made
orator would further
which evidence
of said sales
in Court that
the agreement
when one hundred
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his ability to pay
orator for the use
sale said lands.
ion of your orator
ably intending
this behalf to inq
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Davis to wit
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and Dated this

in pursuance of said assignment and agreement the whole was delivered over to your orator and the purchase property sold agreably to said assignment. by said agreement no one creditor was required to establish his claim by law if said creditor and myself could agree on the sum due him from said Davis the sums then made were to be paid first from the avails of said property your orator would further represent that the title Bonds and articles of agreement which evidenced the title of said Davis to with the possession and use control of said Lands were delivered by said Davis to your orator as such assignment in trust that your orator was proceeding to sell said Lands agreeably to the agreement by which they were held for the use of said creditors generally when one Ambrose Meeker with whom said Davis lodged after his return as aforestated well knowing said Davis to be indolvent in a large amount beyond his ability to pay well knowing that said property was transferred to your orator for the use aforesaid well knowing that your orator was proceeding to sell said Lands. and well knowing that the title papers were in the possession of your orator for the use aforesaid fraudulently combining and wickedly intending your orator and the creditors of the said A. M. Davis in this behalf to injure and defraud some time after the assignment and agreement aforesaid pretended to purchase three several tracts of land of said Davis to wit one lying on the London Road Bounded and described as will fully appear reference being had to the Bond herewith marked A. on this purchase there has been paid two hundred Dollars by said Davis a second Lot known and described by the title Bond marked B. on this there has been paid by said Davis one hundred and five Dollars the third by the title Bond marked C on this there has been paid one hundred and twelve Dollars it was believed by said Davis at the time of said assignment this land could easily be sold so as to pay Back for the creditors of the said Davis at least so much as has been paid on said land by said land by said Davis your orator further represents that in the presence and hearing of the said Meeker your orator was offered for the said land by one Nathan Hartwell the full amount paid on said which offer on the part of said Hartwell was to stand as a bid for the land but your orator might obtain for more if he could. Your orator further charges that in consequence of the claim of said Meeker your orator has been prevented from selling the interest in said land so as to enable your orator to perform the trust reposed in him. your orator therefor prays that said Ambrose Meeker may be made Defendant to this bill and that as your orator is wholly remediless by principals and practice of Common Law and can only be relieved in this Court where frauds are detected and relieved against and that he may be compelled on his corporal oath to answer each and every allegation in this bill contained as fully and particularly as though but thereunto particularly interrogated and that on the final hearing of this cause your Honor would order adjudge and decree that said Meeker release to your orator all right or claim which he may seem to claim back to said premises or that he account with your orator for so much money as had been paid by said Davis on said premises and that your Honors would grant unto your orator other and further relief as shall be meet and proper and according to Equity and Justice and your orator will ever pray &c. W. McLaurelle attorney for Complainant The Bond marked A. to which reference is made above reads as follows to wit Know all men by these presents that I John B. Baird of Cincinnati Ohio am held and firmly bound unto Daniel L. Rupple of the County of Union in the full sum of one thousand and sixty six Dollars To the payment of which well and truly to be made I bind myself & Heirs firmly by these presents Sealed with my seal and Dated this 28th day of Dec A.D. 1833

The condition of the above Bond is such that whereas the above bound John B. Baird has this day sold unto Daniel L. Rupell a certain piece or parcel of Land situate lying and being in Union County and being. Bounded as follows Beginning at a Stake Witness by a White oak and Iron wood in the North line of Said Survey No 4069 thence S 25 E. 2.61 poles to a Dogwood and Iron wood thence S 80 E. 152. poles to a Stake in the London Road thence N 17 E 190 poles to a Stake in the north line of Said Survey thence S 79 W. 96 poles to the Beginning containing 133¼ acres be the same more or less for which the Said Daniel L Rupell agrees to pay Said Baird the full Sum of Five hundred and thirty three Dollars in manner following to wit one fourth part in hand and the residue in three Equal annual payments for which Said payments he has executed his three several notes Bearing even date herewith and bearing interest from this Date Said Russell agrees to pay the taxes and on the final payment of the purchase money If Said John B. Baird does convey Said land to Said Rupell by a good and Sufficient general Warranty Deed then this Bond is to be void & of no effect otherwise in full force and virtue in law John B. Baird (Seal) By Silas G Strong his attorney in fact and tested by R. F. Mann on which Bond was the following endorsement to wit Received on the within $133 35/100 Dec 5th A.D. 1835 John B. Baird by Silas G. Strong and afterwards the following assignment was entered upon said Bond to wit I hereby assign all my right title interest and claim to the within Bond unto Luther M. Davis his heirs and assigns and hereby request the within bound Baird or his agent to convey as therein described to the said Davis on its being complied with by him so far as remains uncounted by me April 30th A.D. 1836 Daniel L Rupell Also the Bond marked B. to which reference is made in the above Bill reads as follows to wit

Know all men by these presents that we John B Baird and Maria Baird of Marysville in the State of Ohio are held and firmly bound unto Luther M Davis in the full Sum of Nine hundred and twenty Dollars Current money of the United States to the payment of which well and truly to be made we bind ourselves our Executors and Administrators Jointly and Severally firmly by these presents Sealed with our Seals and dated this 5th day of December A.D. 1835

The condition of the above bond is such that whereas the above bound John Baird Maria Baird by Silas G. Strong their attorney in fact of Marysville Union County Ohio has this day sold unto the said Luther M Davis a certain piece or tract of land situate in the County of Union bounded and described as follows To wit Beginning at a Sugar tree and Beech corner of E Lot thence S. 10 E 114 poles to Dog wood and Iron wood thence N 78 E 147 poles to a Stake in the London Road thence with said Road N 11 E 138 poles to a Stake thence 79 W. 190 poles to the beginning containing one hundred and twenty acres for which the said L M Davis has executed three Several notes as follows One for $ payable to the said Baird on the fifth day of Dec A.D. 1836 one for $ 106 payable to the said Baird on the 5th day of Dec A.D 1837 One for $ 106 payable on the 5th day of Dec 1838 And upon the final payment of the said Several sums of money at the times Specified in said notes by said Davis to said Baird if said Baird does well and truly convey said land by executing unto said Davis a good General Warranty Deed for the same in fee Simple then this Bond is to be void and of no effect else in full force and virtue John B. Baird (Seal) By Silas G Strong their attorney in fact Maria Baird (Seal)

Said L M. Davis is to pay taxes after this year on which Bond was the following endorsement Recd on the within $ 105 prompt pay Dec 5th 1835 S. G Strong for J. B. Baird The Bond marked C to which reference is made in the above Bill reads in the words and figures following to wit Know all men by these presents that I Robson L. Broom am held and firmly bound unto Daniel of Marysville in the Sum of Sixty Dollars which payment well and truly to be made I bind myself my Heirs jointly and Severally firmly by

by these presents Seal
The condition of this
the said William
of Lot No 2 May
3551 and Bounded
No 2 thence East
forty fifteen rods
to a written obligat
does pay the above
Broom does give
or as soon that time
then this obligation
in witness of which
of September in
Robson L. Broom
Recd in Lumber $3
one Saw $ 250
I assign all my
M Davis for the
due on the Bond
ceed out of the
Attest Thos J. L
17th Mar 1835
Attest Thos J. Lo
Then I gave the
to act Sheriff
We command
before the Honora
to be Lawrence
filed by said Lau
the penalty of
I K Brace
this 11th day of
to wit on the
Eight hundred
afterwards on
and having fai
taken as confes
do order adjud
forty days from
as in this bill
mentioned and
thereof that the
pay the costs
Sixty days and
Attest Jacob Dan

Jacob Daing

Samuel Sha

by these presents Sealed with my Seal and dated this 7th day of September AD 1835
The condition of this obligation is such that whereas the said Broom has this day sold to
the said Williams a piece of land lying in Union County and State of Ohio being part
of Lot No 2 Margaret Bailys Subdivision of the two thirds of Military Survey No
3551 and Bounded as follows Beginning one rod east of South west corner of said lot
No 2 thence East five rods thence North fifteen rods thence West five rods thence
South fifteen rods to the Beginning for the Sum of thirty Dollars to be paid according
to a written obligation Signed by said Williams Now therefore if the said Williams
does pay the above named Sum at the time the same does become due and the said
Broom does give to Williams at that time a good and Sufficient general Warranty
deed so soon that time as he the said Broom does receive a deed of a like description
then this obligation is to be null and void otherwise to remain in full force and virtue
in testimony of which I have set my hand and Seal to this obligation this Seventh day
of September in the year of our Lord one thousand Eight hundred and thirty four
Robson L. Broom (Seal) On which Bond was the following endorsement to wit Sept 7th 1835
Rec'd in Lumber $3, &c, Rec'd an order on Luther M Davis $11,88. Rec'd also
on the Saw $2,50 and then on said Bond was the following assignment to wit
I assign all my right title and interest to the within Bond to Luther
M Davis for the Sum of one hundred and twenty five Dollars the balance
due on the Bond to Mr Broom is to be paid by the said Davis and deducted
out of the one hundred and Twenty5 Dollars Maysville March 9, 1835 Sam'l X Williams
Attest Thos J. Lewis. Then the following endorsement to wit Rec'd Maysville mark
17th Mar 1835 on the within bond Seventy four Dollars Samil X Williams
Attest Thos J. Lewis And afterwards to wit on the Seventh day of October 1836 mark
there issued the following writ of Subpoena against the said Ambrose Mocker
to wit State of Ohio Union County ss To the Sheriff of said County Greeting
We command you to Summons Ambrose Mocker to be and appear forthwith
before the Honorable Court at the Court House in Maysville to answer unto
and be Sawrence the matters and things charged in a certain Bill in Chancery
filed by said Lawrence against him and this he shall in no wise omit under
the penalty of one thousand Dollars and have then there this writ Witness
J K Swan President of our said Court at the Court House in Maysville
this 11th day of October AD 1836. Silas L. 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 this cause was called and continued, and
afterwards on the first day following. Came the complainant and the Defendant
and having failed to appear and answer plead or demur to the Bill the same is
taken as confessed and therefore the Court being fully advised in the premises
do order adjudge and decree that the said Mocker release and convey within
forty days from the rising of this Court to the complainant as by his
Bill mentioned all his right title and estate in the premises
mentioned and described in the mortgage referred to in the Bill and on default
thereof that this decree operate as a conveyance and that the Defendant
pay the costs herein taxed at Dollars and costs within
Sixty days and in default thereof that execution issue therefor &c At Law
Attest James D. Gill Clerk pro tem

J K Swan

Jacob Fairfield } Pleas before his Honor J K Swan President and John Por-
vs Attachment } ter and James Hall his Associates Judges at a County
Samuel Sheetz } 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 first day of June
in the year of our Lord one thousand Eight hundred
and thirty Seven Be it remembered that heretofore
to wit on the Sixth day of September in the year of

and Love and thousand Eight hundred and thirty Six came the Plaintiff and filed herein the following precipe and affidavit to wit Issue a writ of attachment returnable at next term Endorse Suit Brought one a promison note dated August 30th 1836 for three hundred Dollars and one day of date given by Defendant to the Plaintiff also for goods sold and delivered, work done and performed money had and received paid laid out and expended to and for the said Defendant and at his special instance and request W & Lawrence atty for Plaintiff. Reuben R Mann agent of the above named Jacob Fairfield makes oath and says that the above named Samuel Smeadly is the Debtor of the above named Jacob Fairfield and hath absconded to the Injury of his creditors as he verily believes Sworn to and Subscribed before me this 6 th day of September AD 1836 R Pillam agt Samuel B Johnson Justice of the peace and in obedience to said precept there issued from the Clerks office the following writ of attachment to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to attach the lands tenements goods chattels rights credits moneys and effects of Samuel Smeadly wheresoever they may be found and the same to keep so as to provide that the same or the value thereof may be forthcoming to answer the Judgments of our Court of Common Pleas within and for said County of Union in a certain action wherein prosecuted by Jacob Fairfield against the said Samuel Smeadly for $ 200,00 Dollars Damages and in what manner you shall execute this writ make to our said Court of Common Pleas on the first day of their next term and have you then there this writ Witness S K Mann Esqr President of our said Court of Common Pleas this 7th Day of September AD 1836 Silas E Mann Clerk and afterwards to wit on the 8th day of October in the year aforesaid came the Plaintiff and filed herein Sheriffs return together with the return which read as follows to wit agreeably to the command of the within writ I proceeded on the 7th day of September AD 1836 in presence of two disinterested freeholders residents of the County of Union to seize and attach the goods and chattels &c of the within named Samuel Smeadly and have attached the following property of said Samuel Smeadly mentioned in said writ to wit

Lot No 18 in the Town of Milford with the improvements thereon at				$600,00
And Lot No 40 in said Town with the improvements thereon at				70,00
And Lot No 17 with the improvements thereon being in said Town				145,00
	$	ct		
78 Shoe lasts	10	00	1 two quart Pitcher	37½c
12 do "	1	25	1 Sugar Bowl	38
1 Boot Jack	2	50	1 Tea Canister	12½c
1 Shoe makers Bench Box and tools	5	00	1 Dish	37½c
1 Shot Gun Powder horn and Shot Bag	5	00	1 Tea Pot	50
7 Blacking Bottles		25	3 Tumblers & one wineglass	50
2 Shoemakers Aprons		25	4 Vials	12½c
1 meal Bag		37½c	1 Soap Dish	37½c
1 pair Boot Cramps		25	1 Salt & pepper Box	25
1 hand Saw		25	1 Soup and 1 butter plate	25
1 Pitchfork	1	00	3 Table and 2 Tea Spoons	25
1 Pair Steelyards		62½c	1 Butcher Knife	12½c
1 pair Hay Chains	1	25	1 Glass Lantern	75
1 Table		75	1 Tin Basin	12½
1 Breakfast Table	1	50	3 Tin Cups and one Dipper	18¾
2 Smoothing Irons	5	00	1 pint Bottle and camphor	12½c
10 Cups and Saucers	1	25	1 Coffee Mill	75
14 Plates		62½c	1 Bread Bowl	6¼
4 Bowls	1	50	1 Soup Dish	25
		75	1 Two quart Jug	25

1/2 Doz Candle mou
1 Tin Grater
1 Wooden Water Buc
1 Tin Bucket
1 Set Fire dogs
2 Cleavers
1 half gallon Jug
1 Basket
1 Stove
1 Axe
1 Band Basket
1 Chest
1 Half Bushell
1 meal Bag
1 Pair over Shoes
1 Side Saddle
1 Saddle Blanket
2 Bed Sacks
2 feather Beds
4 Pillows & 1 Bol
2 under Bed Tic
2 Quilts
2 Sheets
1 Blanket
1 Comforter
1 Blanket
1 Bed Spread
1 Candle Stand
1 Server
3 Fire Shovels &
1 Mantle Clock
1 Bureau
1 Doz Chairs
1 Breakfast Ta
1 Picture Fram
1 Pair Brass F
1 Looking Glas
3 Pair wom
1 Cushion for S
1 Sun
1 Parasol
1 Table Cloth
1 Do
1 Bed Quilt
1 Do
1 Comforter
1 Comforter
1 Floor Brush
1 Furniture B
1 Pair Candle S
4 Pillow Cases
3 Do
1 Table Cloth
6 Shirts at 75
1 Shirt

1/2 Doz Candle moulds		37½				2	00
1 Tin Grater		25	1	Towel			25
1 Wooden Water Bucket		75	16	Plates		2	25
1 Tin Bucket		62½	1	Turkey Dish		1	00
1 Set Fire dogs	1	25	1	Set Cups and Saucers			75
2 Cleavers	1	25	1	Bowl			25
1 half gallon Jug		12½	1	Sugar Bowl			50
1 Basket		50	1	Cream Cup			37½
1 Stove		50	3	Glass Tumblers			37½
1 Axe	1	50	1	Salt Cellar			12½
1 Band Basket		12½	1	Teapot		1	00
1 Chest	1	50	1	Tin Pan			12½
1 Half Bushell		18¾	1	Robins Journal			25
1 meal Bag		37½	1	Cobbets Letters			12½
1 Pair over Shoes		50	1	Key To the New Testament			12½
1 Side Saddle	12	00	1	New Orleans Directory			25
1 Saddle Blanket		50	1	Salt Cellar			12½
2 Bed Steds	11	00	1	Blacking Brush			25
2 feather Beds	20	00	1	Lantern			37½
4 Pillows & 1 Bolster	5	00	22	Lasts		1	00
2 Under Bed Ticks	4	00	1	Piece of Leather		1	50
2 Quilts	4	00	1	Do	"	2	00
2 Shirts	1	25	1	Side Do		1	75
1 Blanket	4	00	1	Lot pieces		2	00
1 Comforter	1	00	10	old house Shoes			75
1 Blanket	4	00	1	Axe			50
1 Bed Spread	2	00	1	Lot Nails			18¾
1 Candle Stand	2	00	1	Tea Kettle		1	00
1 Server	1	50	1	Spider			50
3 Fire Shovels & 1 Pair Tongs	2	50	1	Dinner Pot		1	00
1 Mantle Clock	18	00	1	Do		1	25
1 Bureau	14	00	1	Dish Kettle			50
1 Doz Chairs	12	00	1	Tin Bucket			25
1 Breckfast Table	5	00	5	Earthen Crocks			37½
9 Picture Frames and Pictures	4	00	1	Large Jar			75
1 Pair Brass Fire Dogs	5	00	1	Pitcher			6¼
1 Looking Glass	1	25	1	Pot Hooks			37½
3 Pair window Curtains	3	00	2	Crocks			12½
1 Cushion for Dandy waggon	1	25	1	Over Coat		20	00
1 Summer Coat	4	00	1	Pair Pantaloons		7	00
1 Parasol	3	00	3	Wash Tubs		1	00
1 Table Cloth	1	50	1	Churn		1	25
1 Do	1	50	1	Barrel with Cider			75
1 Bed Quilt	2	00	1	Meat Barrel with about 60 lbs pork		5	00
1 Do	2	00	2	Cider Bbls ola			50
1 Comforter	1	00	1	Bl Salt		4	25
1 Comforter	1	00	¾	Do		3	50
1 Floor Brush	1	50	1	Keg & 2 Gals Molasses		1	50
1 Furniture Brush		25	8	Crocks			50
1 Pair Candle Snuffers		37½	¾	Bl Soap and Bl		3	00
4 Pillow Cases	1	50	1	Three gallon Crock filled with Lard		1	75
3 Do	1	00	6½	lbs Candles with Box			75
1 Table Cloth		75	½	bbl Tub half full of Cucumbers			75
5 Shirts at 75 cts	4	50	1	Lot pieces Sole Leather in Cellar		2	00
1 Shirt		75	1	Waggon Stay chains & Box ha		42	00

$600.00
70.00
145.00
37½
38
12½
37½
50
50
12½
37½
25
25
25
12½
75
12½
18¾
12½
75
6¼
25
25

					$	cts	
2			Plow Tongues & Double Tree	1	00	1	Brass Kettle
1			Sleigh	3	50	1	Rain Barrel
1			Dung Fork		75	6	Shoats
2			Pitch forks		75	8	Pieces of Scantling
1			Set of 2 Horse Geers	22	00	1	half bl Tub with Iron Hoops
1			Check Rope	1	00	1	Cow Bell & collar
2			Leather Halters	1	25	3	Account Books No. 1. 2. & 3
1			Rope Halter		25	2	Colts
5			Horse Shoes		25	1	yearling Colt
1			Hay Rake		37½	1	Gray Mare
1			Rea Wooden Bucket		75	1	Dun Mare
1			Set of Leather in the Shop	7	12½	1	Bay Horse Charley
1			Pair Shoes	1	50	3	Milk Heifers at 12,00 each
1			Coat	3	50	2	Cows at 13,50 each
1			Pair Pantaloons	1	50	4	Calves at 3,50 each
1			Do "	4	00	13	two yearld Heifers at 11,25 each
1			Vest	1	00	21	head of Steers part 2 & part 3 years at 14,00
1			Do	1	00	3	Yearling Heifers at 7.00 each
1			pair Suspenders		25	1	Calf
1			Hat	1	50	1	half of 4 Ricks of Hay supposed 13 Tons
75			feet Ceiling		50		three fifths of 13 Ricks of Hay supposed
1			Spider	1	00		to be 42 tons all in Walks meadow
1			Cast Iron		75	17	Sheets at 62½
1			Tin Basin		25	4	Hogs
1			Coffee Pot		25	1	Barrow
1			Tin Baker	1	50	1	Sow
1			Waffle Iron	1	00	9	Sheets at 62½ each
1			Rake		25		Sum Total
1			Skimmer		25		
1			Hoe		37½		Certificate as follows to wit

$	cts	
1	50	
	25	
5	00	
	50	
	25	
1	50	
23	00	
22	00	
60	00	
50	00	
50	00	
36	00	
27	00	
14	00	
146	25	
294	00	
21	00	
3	00	
23	62½	
69	60	
10	62½	
10	00	
2	50	
2	50	
5	62½	
$ 995	75¾	

We the undersigned Freeholders and residents of the County of Union having been Summoned and Sworn by C. Winget Sheriff of Union County in the State of Ohio impartially to appraise the above and foregoing property attached as aforesaid do hereby declare the same to be a true inventory of the property attached in our presence together with the true value thereof Sept 6th 1836 Signed Andrew Keyes (Seal) Wilson Beard (Seal) C. Winget Sheriff. The personal property hereby attached was left in the hands of Mrs Smedley and Jacob Fairfield by their giving Bond in Double the appraised value condition for the faithful delivery thereof to the order of the Court

C. Winget Sheriff

And afterwards to wit on the tenth day of October in the year of our Lord one thousand Eight hundred and thirty Six an order of Court was taken of which the following is a true copy to wit. Union County Court of Common Pleas October Term AD 1836. Jacob Fairfield Plff vs Samuel Smedley Defr in Case Attachment. This day came the Plaintiff by W. B. Lawrence his attorney and on motion it is ordered by the Court that the personal property attached in this cause be offered to Sale and Sold by the Sheriff upon such Notice as is required by the Statute in such cases made and provided within Six weeks from this date Attested as follows to wit In testimony whereof I have hereunto set my hand and official Seal this 13th day of October AD. 1836 Silas P. Strong Clerk. And afterwards to wit on the 29th day of March AD. 1837 came the Sheriff and filed herein the aforesaid certified copy of the Journal entry together with his return which said return reads in the words and figures following to wit

agreeably to the co
expose at Public
in the case of J. F
Bill herewith file

R.P. Mann 1 Pair
James Evans 1 Han
R.P. Mann 1 Breakfas
Martin Ballow 1
Jacob Porthmore 1
Wm Morse & Capt
Davis N. Ballow Set
M Gooding do
Joseph Watkins do
John Monroe & Bro
Robert S. Kimber &
do do 1 Blu
R.P. Mann 1 set
M Gooding 1 Blue
R.P. Mann 1 set
Do " 1 do
John Monroe 1 Soap
R.P. Mann 1 Lamp
M Gooding 1 tumbler 5
R. Cherry 1 Salt
Simeon Chapman
Andrew Keyes 1
Chapman
R. Cherry 1 Sausage
Do " 1 Cleaver
Martin Ballow 1
R.P. Mann 1 Coffee
John R. McDowell
R Cherry
Benj Tibbey Backe
James Evans 1 Ch
Ray Morse 1
Samuel Gibson
Wm Snuffin 1
Do " 1
Jacob Seaman 1
Do " " 1
Do " " 1
Wm Snuffin 1
R.P. Mann 1 Qu
Jacob Seaman
Do " P
John Monroe
John R. Mill
M Gooding pr
R Cherry Wagg
Do " Over
R.D. Kimber Sh
Wm Lawrence
R Cherry

Agreeably to the commana of the within writ I did on the 24th day of October 1836 expose at Public Sale the property held by me by virtue of a writ of Attachment in the case of I. Fairfield vs Samuel Bradley and Sold the same as the Sale Bill herewith filed will more fully Show C. Winget Sheriff

	$	cts
R.P. Mann 1 Pair Steelyards		75
James Evans 1 Handsaw		75
R.P. Mann 1 Breakfast Table	3	00
Martin Ballow 1 Pr Sad Irons		93¾
Jacob Porthemore 1 Set Cups & Saucers do		50
Wm Morse 4 Cups & Saucers		18¾
David N. Ballow Set Blue Plates		87½
M Gooding do pair do.		50
Joseph Watkins do Blk do		75
John Morrow 4 Bowles		62½
Robert S. Kimber 6 Plates variety		40
do do 1 Blue Sugar Bowl		15
R.P. Mann 1 do Do "		44
M Gooding 1 Blue Dish		6¼
R.P. Mann 1 do Tea Pot		56
Do " 1 do cream Jug		18¾
John Morrow 1 Soap Dish		25
R.P. Mann 1 Lamp	1	00
M Gooding 1 tumbler 5 vials & wineglass		12½
R. Cherry 1 Salt Cellar		06¼
Simeon Chapman 1 grater		06¼
Andrew Keyes 1 wood Bucket		12½
1 Sap pail 1 tin Bucket		25
R. Cherry 1 Sausage filler		31¼
Do " 1 Cleaver		43¾
Martin Ballow 1 Cleaver		56
R.P. Mann 1 Coffee Mill		50
John R. McDowell 1 wire Sieve		40
R Cherry		31¼
Benj Tibby Basket & 1 Bushel		31¼
James Evans 1 Churn	1	25
Ray Morse 1 Sieve	1	00
Samuel Gibson 1 gal Jug		10
Wm Smuffin 1 Gen Harrison		75
Do " 1 Camp Russia		69
Jacob Seaman 1 Josephine		87½
Do " " 1 Josephine		87½
Do " " 1 Bonaparte & Son		69
Wm Smuffin 1 Young Hickory		95
R.P. Mann 1 Judge Grimke		50
Jacob Seaman 1 Sausage Stuffer	1	12½
Do " pr Do		12½
John Morrow Basket		56
John R. Miller 1 Candle Stand		75
M Gooding pr over Shoes		68¾
R Cherry 1 Waggon Cushion	1	00
Do " over Coat	18	00
R.D. Kimber Shovel Brass knob		37½
Wm Lawrence do " Iron		25
R Cherry Coat		31¼

	$	cts
Eas Moore 6 assorted frame	1	02
Wm Gerton Do do	2	37½
Edwa Moore 1 Sauce do 2 drawers	1	06¼
Wm Geer 1 Stripper Vest		60
Edwa Moore 1 Sauce do		75
do do 1 Blue Coat	1	50
Jacob Seamans 1 Sugar Chest	1	68¾
Jacob Parks 1 Bdg		50
Garret Hann's Side Saddle	11	00
Ralph Cherry 1 Axe	1	75
Wm Snuffin Saddle Blanket		78
Jacob Porthemore Table linen cheap 1		76
John Mitchell do do white figure		43
Jacob Seaman do do diaper	1	06¼
Truman Kimble 1 Towel linen		18¾
Warren Rose Brass and nails	1	00
Ann Keyes Parasol & Silk Sack		62½
Chris Cranston 1 pr Snuffers		25
Edwa Moore 1 Robins Journal		25
D. Parks notes on New Orleans		18¾
Robert Kimber 1 Key to the new testament		12½
R.P. Mann Bible of Buttedeau		124
Elba Burnham old axe		37½
Andrew Keyes 1 Counter Brush		25
John Jolly 1 Clothes Brush		20
Harvey Burnham 1 floor Brush		31¼
Chris Cranson 4 Horse Shoes		50
Jacob Gibson 6 Do "		25
John R Miller 1 Tin lantern		40
Benj Tibby lot chains & old iron		21
Elba Burnham Shingle nails		16
R.P. Mann 1 Shot gun & Shot bag	4	25
Joseph Watkins Suspenders		18¾
R.P. Mann Breakfast Table	3	00
Robt S Kimber lot axe irons	1	50
Do " " 1 tin Reflecter	1	65
Do " " Small Brass kettle	1	87½
John Morrow large pot	1	34
Robert Nelson Small do		62½
James Evans Griddle		75
R.P. Mann Pot Hooks		25
Andrew Keyes Spider & lid		37
Martin Ballow large Jar		25
Robert Kimber Waffle Irons		69
R.P. Mann Rake		06¼
John F. Fabin waggon Stretcher Box	43	56
R.P. Mann Sleigh	2	00
James Cochran 5 horse shoes		12½
Martin Ballow Dung Fork		47
Jesse Porter Pitchfork		19

	$	cts
		50
	1	00
		25
	5	00
		50
		25
	1	50
	23	00
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	60	00
	50	00
	50	00
	36	00
	27	00
	14	00
	146	25
ac 14,00	224	00
	21	00
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3¼ Cents	23	62½
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ceau-	69	60
	10	62½
	10	00
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R. P. Mann	1 Set	Harness
Do	Do	" " good
Do	Do	" neck Yoke
Do	Do	check lines
John Anderson	1 Set	Martingae
Andrew Keyes		hand Rake
R. P. Mann		Horse Bucket
Do	"	Heigh Tongue
Ralph Cherry	Do	"
Martin Ballow	10 pcs	Seantling
Jamas Evans	Bay Horse	Charley
Davia W. Ballow	part	Side of leather
Samuel Hebbard		Boot leather calf skin
Peter Snider	do	do thick
Jacob Parthemore	bt	Sole leather
Beny Sibley	part	Side upper leather
Jacob Parthemore	do	do do
Joren Keyes	do	do do
Jacob Parthemore	bt	Shoe lasts
Chris Wilber	do	do do 9
do	do	do do do 10
do	do	do do do 7
Peter Snider	do	do do 10
John R Miller	"	" " 12
John B Vansdown	"	" " 35
Chris Wilber		double tree
Do	Do	Boot cramps
R. P. Mann		bot board
Garret Harris		Shoe brush & boots
John B Vansdown		do do "
Chris Wilber	½ doz	black bottles 1 pt glue
James Cochran	1 Set	
R. P. Mann		Mar
Do	Do	Munor
John Beaver		Cow fat
Beny Davenport		quill
John Beaver		Compass
Martin Ballow		Bed Spread
Andrew Keyes		quill
Martin Ballow		do
John Beaver		pr Sheets
Beny Davenport	3	do
John Beaver	3	pillow cases
Do	" 2	2 do do
River Kenady		gray mare
John Harbert		Dun do
Richard Gabriel		Sucking Colt
Do	do	1 year old colt
Thomas McDonald	1	bridle
Andrew Keyes		Rope Halter
John Morrow		do do
John Reed		Leather halter
R. P. Mann		do do
Isaac McClung		Bell Cow

$	cts		$	cts
4	50	Amos A. Williams line bk heifer	17	00
10	00	James Evans line bk black do	15	00
	63	R. P. Mann Black Cow	20	00
1	75	Thos Sprague Red heifer	13	25
1	26	Benj Hopkins 2 Calves	15	75
	12½	R. P. Mann 2 Steers 3 years old	39	00
	62½	John R McDowell 1 heifer & calf	15	62½
1	00	R. P. Mann 1 Red Steer	21	25
	12½	Martin Ballow 16 Steers as chosen	227	00
	37½	Davia Witter 1 dark red Steer	16	87½
48	25	R. P. Mann line back do	18	25
2	3¼	Davia W. Ballow 4 heifers at 13,31	53	25
1	12½	Davia Witter 4 do 2 chosen 12.13	48	52
1	18¾	Do do Spotted heifer yearling	9	06
	87½	John R McDowell 2 yearlings A & J	13	50
1	06¼	do " 3. 2 year old heifers	27	25
	76	R. P. Mann Bed Steed & Bedding		25
1	31	do do Cupboard furniture		25
1	00	do do lot in Cellar		35
	31	do a Bl Salt	5	00
	27	John Monroe pt Bl Salt	2	62½
	14	James Evans 1 Cider Bl		62½
	20	John R. Miller 1 do do		70
	25	John Monroe Bolster		25
7	00	R. P. Mann do & Cider vinegar		93
1	75	R. Cherry Wash Tub		37½
	37½	M Gooding Wash tub		12½
	12½	Andrew Keyes 1 Bl Salt		31
4	00	Robt S Kimber 3 chairs window	1	40
	25	R. Cherry 3 do do do	1	37½
	22	M Gooding 3 do do do	2	68¾
	75	John McKeheb 3 do do do	2	68¾
1	00	Jacob Parthemore bt leather &c	2	87
1	00	do do bt lasts		25
1	00	Davia Back Bed bolster & pillows	19	00
1	50	do do linen tick	1	40
	91	do do Bed Steed	5	50
	56	Robert S Kimber mantle clock	14	00
	25	Andrew Keyes 1 Bureau	11	87½
1	75	R. P. Mann 3 Set window curtains & Rods on 2 Beds	1	50
1	28	Abner Riddle 2 Rogs 1 Set chairs	8	00
1	65	do do do 2 do do	2	06
	41	do do 10 Sheets 1 Set do	6	60
	25	do do 4 do 2 do do	17	50
48	25	do do 20 more or less at 100	4	81
34	50	Andrew Keyes one Gelt Sow	20	00
16	50	Davia Witter 1 Stock Gelder	5	12½
16	87	R. P. Mann 3/5 of 2 do No 2 do	6	75
	76	do do 1/2 of 1 do No 3 do	6	00
	25	Edward Morris 3/5 of 2 do No 4 do	6	31
	12½	R. P. Mann 1/2 of 2 do No 5 do	7	00
	62½	Davia Witter 3/5 of 1 do No 6 do	10	81
	81¼	Harvey Burnham 3/5 of 1 do No 7 do	1	81
16	43¾	John Morrow 3/5 of 2 do No 8 do	10	75
			8	00

Edwa Morris 3/5 of
Davia Witter 3/5 of
Martin Ballow 2
Sum Total

plates 2 Bowls 1
Tumblers 1 Salt
3 tins & 1 tin
a knife 1 tin
1 Spider 1 Dish
Pitcher Set of
part Bl Soap
And afterwards on
Eight hundred
one piece herein
Term 1836 Jacob
Notice is hereby
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the Sheriff of
Amos Silas G.
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Edwa Moren	3/5 of 2 do	No 9 do	6,56
David Miller	3/5 of 2 do	No 10 do	8,183
Martin Ballow	2 Horses	11,06	22,00
Sum Total			$1190 203

R P. Mann Bed Steed and Bedding viz 1 Bed Steed 1 under Bed 1 Feather Bed 4 Sheets 4 Pillow cases 2 Pillows 2 Blankets 1 Comforter 1 Small Cupboard Furniture viz 1 Kitchen Table 1 Set Com Teas 1 Set Com plates 2 Bowls 1 p Cake Pitcher 1 Sugar Bowl 1 Tea Canister 1 Tea pot 3 Glass Tumblers 1 Salt Cellar 1 Pep Box 1 Soup and butter Plate 3 table & 2 Tea Spoons 3 tins & 1 tin dipper 1 tin Basin 1 Bacon Bowl Pair Set knives and forks 1 Butcher knife 1 tin Bucket 1 Pair fire Dogs 1 do Shovel & tongs 1 Iron tea Kettle 1 Spider 1 Dish Kettle 1 meat Bag 1 Candle Stick 1 pair Snuffers 1 Small Pitcher Set of Articles in Cellar Wash Tub Crock & Cake Box with Candles part Bl Soap Pork Bl & Pork Keg of Molasses 1 half Barrel Cucumbers

And afterwards on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty Seven the following Notices and accompanying proofs were filed herein to wit Union County Court of Common Pleas October Term 1836 Jacob Fairfield Plff vs Samuel Smedley Deft in attachment.

Notice is hereby given, that a writ of attachment issued in the above cause on the Seventh of September 1836 against the goods Chattels lands tenements rights and credits of the said Samuel Smedley in which the Plaintiff claims $1700 and that said writ was returned on the 10th of October by the Sheriff of this County with a report of his doings thereon

Attest Silas G. Strong Clk W. G Lawrence atty. State of Ohio Champaign County ss Personally appeared before me A R. Caldwell Mayor of the Town of Urbana in the County aforesaid J. B. Raymond Printer of the Indiana Gazette a newspaper printed in said County and made oath that the notice hereto attached was taken from said paper and was published in the Gazette for the term of Six weeks Successively previous to this date J B Raymond

Sworn to and Subscribed this 29th day of March 1837 In testimony whereof I have hereunto Set my hand and Seal of the Corporation A R. Caldwell Mayor of the Town of Urbana. Additional Notice Union County Court of Common Pleas October Term 1836 Jacob Fairfield Plaintiff vs Samuel Smedley Deft in attachment. Notice is hereby given that a writ of attachment issued in the above cause on the 7th day of September 1836 against the goods chattels lands tenements rights and credits of the said Samuel Smedley in which the Plaintiff claims $ 1700, and that said writ was returned on the 10th of October by the Sheriff of this County with a report of his doings thereon Attest Silas G. Strong Clerk. W. G Lawrence atty. Proof Personally appeared before me John Fellings a Justice of the Peace in the Township of Zane County of Logan and State of Ohio Arthur Griffith Publisher of the peoples palladium a paper formerly printed in the Town of Middleburg and County aforesaid who being duly Sworn Says that the appended notice taken from a copy of the said paper was published for the term of four weeks Successively in the said paper of which notice the appended is one and that the publication of the aforesaid paper was altogether discontinued after the term of the four weeks as above Stated Sworn to and Subscribed before me this 29th day of March 1837 John Fellings Justice of the Peace on the day and year last aforesaid Said proof being filed and Second default entered and the cause continued And afterwards to wit on the first day of May in the year of our Lord one thousand Eight hundred and thirty Seven came the Plaintiff by W. G Lawrence his attorney and filed herein his Declaration which reads as follows to wit State of Ohio Union County ss March Term 1837 Union Common Pleas Samuel Smedley was attached in his lands tenements goods chattels rights credits moneys and effects to answer unto Jacob Fairfield in a plea of assumpsit and thereupon the said Jacob Fairfield complains of the said

74 Samuel Smeeley for that whereas the said Samuel Smeeley on the 30th day
of August in the year 1836 at the County of Union aforesaid made his
promisory note in writing and delivered the same to the said Jacob Fairfield
and thereby promised to pay the said Jacob Fairfield or bearer three hundred
Dollars one day after the date thereof which time has now elapsed and the said
Samuel Smeeley then and there in consideration of the premises promised to
pay the amount of the said note to the said Jacob Fairfield according to the
tenor and effect thereof Also for that whereas the said Samuel Smeeley on
the 5th day of April 1836 at the County of Union made his certain other
promisory note in writing and delivered the same to the said Jacob Fairfield
and thereby promised to pay to the said Jacob Fairfield or bearer one hun
dred and Six Dollars in Six months after date which period has now E lap
sed and the said Samuel Smeeley then and there in consideration of the
premises to pay the amount of the said last mentioned note to the said
Jacob Fairfield according to the Tenor and effect thereof Also for that where
as the said Samuel Smeeley on the 15th day of August 1836 made his promi
sory note in writing and delivered the same to Joseph Dunlap and thereby
promised to pay the said Joseph Dunlap or order Seven Dollars and fifty cents
in one day after date which time has now elapsed and the said Joseph Dun
lap then and there endorsed the same to the said Jacob Fairfield. whereof the
said Samuel Smeeley then and there had notice and then and there in con
sideration of the premises promised to pay the amount of the said note to the
said Jacob Fairfield according to the tenor and effect thereof. Also for that
whereas the said Samuel Smeeley on the 1st day of September in the
year 1836 at the County aforesaid was indebted to the said Jacob Fairfield
in the further sum of three hundred Dollars for the price of goods then and
there Bargained and sold by the Plaintiff to Defendant at his request and
in the sum of fifty Dollars for work then and there done and materials for the
same provided by the said Jacob for the said Samuel at his request. And
whereas the said Samuel Smeeley afterwards to wit on the day of
September in the year 1836 in consideration of the premises then and there
promised to pay the said last mentioned several sums of money to the said
Jacob Fairfield on request yet he hath disregarded his promise and hath
not paid the said several sums of money nor either of them nor any part
thereof to the Damage of the said Jacob Fairfield Seventeen hundred Dollars
and therefore he brings Suit &c By T & C Lawrence Atty for Plff.
And hereafter to wit on the twenty ninth day of March in the year of our Lord
one thousand Eight hundred and thirty seven came Daniel Smeeley and ap
plying creditor under this attachment by G. Swan his attorney and filed
herein his declaration which said declaration reads in the words and figures fol
lowing to wit The State of Ohio Union County ss Union Common Pleas
March Term 1837. Daniel Smeeley complains of Samuel Smeeley in a
plea of Debt for that whereas the said Samuel Smeeley on the 30th day of
September ~~A~~ 1827 at the County aforesaid made his certain writing obligatory
of that date Sealed with his Seal and now to the Court here shown and then
and there delivered the same to the said Daniel Smeeley and thereby then
and there bound himself to pay to the said Daniel or order fifteen Dollars
in gold or Silver for value received one day after the date thereof which period
has long since elapsed yet the said Samuel Smeeley hath not paid the
said Sum of money or any part thereof to the damage of the said Daniel
Smeeley one hundred Dollars and therefore he brings Suit &c By G Swan atty
And afterwards to wit on the twenty seventh day of May in the year of our
Lord one thousand Eight hundred and thirty Seven came Warren Rose com
plaintiff applying creditor under this attachment by T & C. Lawrence his attorney
and filed herein the following declaration which reads to wit

State of Ohio Union
Warren Rose compl
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Eight dollars and
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Plaintiff fifty
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State of Ohio
Thomas Jacobs
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State of Ohio Union County ss Union Common Pleas March Term A D 1837
Warren Rose complains of Samuel Smedley in a plea of Trespass for that
whereas the said Samuel on the 15th day of January in the year 1836 at the County
aforesaid made his promisory note in writing and delivered the same to the
said Warren and thereby promised to pay to the said Warren or Bearer twenty
Eight dollars and thirty five cents in one day after date which time has
now elapsed and the said Samuel then and there in consideration of the prem-
ises to pay the amount of the said note to the said Warren according to
the Tenor and effect thereof And also for that whereas the said Samuel
on the day and year aforesaid at the County aforesaid was indebted to
the said Warren in the further sum of two Dollars for the price and
value of goods then and there Bargained and Sold by the said Warren to
the said Samuel at his request and whereas the said Samuel afterwards
on the first day of August in the year aforesaid in the consideration
of the premises then and there promised to pay the said last mention-
ed sums of money when requested by Plaintiff Yet he hath disre-
garded his promises and hath not paid the said several sums of mon-
ey nor either of them nor any part thereof to the damage of the
Plaintiff fifty Dollars and thereupon he brings Suit &c Lawrence atty
And afterwards to wit on the day and year last aforesaid came Thomas
Jacobs another applying creditor under this attachment by W.C. Law-
rence his attorney and filed herein the following declaration to wit
State of Ohio Union County ss Union Common Pleas March Term 1837
Thomas Jacobs complains of Samuel Smedley in a plea of assump-
sit for that whereas the said Samuel Smedley on the Sixth day of
April in the year 1833 at the County aforesaid made his certain
promisory note in writing and delivered the same to the said Plaintiff
and thereby promised to pay the said Plaintiff or order the sum of nine-
five Dollars and five cents in ten days after the date thereof which Period
has now elapsed and the said Samuel then and there in consideration of
the premises promised to pay the amount of the said note to the said Thomas
according to the Tenor and effect thereof Also for that whereas the said
Defendant on the day and year aforesaid at the County aforesaid made
his certain other promisory notes in writing and delivered the same to the
said Plaintiff and thereby promised to pay the Plaintiff or order the further
sum of Two hundred Dollars and forty five cents in Sixty days after the
date thereof which period has now elapsed and the said Samuel
Smedley then and there in consideration of the premises promised to
pay to the said Plaintiff the amount of the said note according to the
Tenor and effect thereof Yet the said Defendant hath disregarded his
said promises and hath not paid the said sums of money or any part
thereof to the damage of Plaintiff three hundred Dollars and therefore he sues
W.C. Lawrence Atty for Plff. and afterwards to wit on the day and
year last aforesaid came Levi Lyon another applying creditor under this
attachment by W.C. Lawrence his attorney and filed herein his declaration
against the said Samuel Smedley which said declaration reads in the words
and figures following to wit State of Ohio Union County ss Union Com.
Pleas March Term 1837. Levi Lyon complains of Samuel Smedley in a
Plea of assumpsit for that whereas the said Samuel on the first day of March in
the year 1836 at the County aforesaid was indebted to the said Levi in the
sum of twenty five dollars for the use of certain pasture lands of the said
Levi and the valage of the grass thereon growing by him the said Levi before
that time let to the said Samuel Smedley and at his special instance
and request and by said Samuel according to such letting has and used
in and for the depasturing of cattle for a long time before then & elapsed

and being so indebted he the said Samuel in consideration thereof afterwards to wit on the day and year last aforesaid in the County aforesaid undertook and then and there faithfully promised the said Levi to pay him the said sum of money when he the said Samuel should be thereunto afterwards required Yet the defendant although afterwards required has not paid said sum of money to the plaintiff nor any part thereof but he to do so has wholly neglected and refused and still does neglect and refuse to the damage of the said Plaintiff one hundred Dollars and therefore he sues &c By W. C. Lawrence atty for Pf

And afterwards to wit on the same day and year last aforesaid came Mathew Gooding and Reuben P. Mann applying Creditors under this attachment by W. C. Lawrence their Attorney and filed their declaration against the said Smedley which said declaration reads in the words and figures following to wit State of Ohio Union County ss. Union Com. Pleas March Term 1837 Mathew Gooding and Reuben P. Mann complain of Samuel Smedley in a plea of Assumpsit for that whereas the said Defendant on the first day of October in the year 1836 at the County aforesaid was Indebted to the Plaintiffs in the Sum of one thousand Dollars for money then and there paid by Plaintiffs for the use of Defendant at his request and whereas the Defendant afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said sum of money to the Plaintiffs on request Yet he hath disregarded his promises and hath not paid the said sum of money nor any part thereof to the damage of Plaintiffs one thousand Dollars and therefore they bring suit &c By W. C. Lawrence their attorney.

And afterwards to wit on the same day and year last aforesaid came Martin Ballow another applying Creditor under this attachment by W. C. Lawrence his attorney and filed herein his declaration against said Smedley which said declaration reads in the words and figures following to wit. State of Ohio Union County ss Union Common Pleas March Term 1837 Martin Ballow complains of Samuel Smedley in a plea of Assumpsit for that whereas heretofore to wit on the first day of August 1836 at the County aforesaid. Said Defendant was indebted to the Plaintiff in the Sum of one hundred Dollars for money before that time lent and advanced by Plaintiffs to and for the use of Defendant at his request and whereas the Defendant afterwards to wit on the day and year aforesaid at the County aforesaid in consideration of the premises promised to pay the said Sum of money to Plaintiffs on request Yet the said Defendant hath disregarded his promises and hath not paid the said Sum of money nor any part thereof to the damage of Plaintiffs Fifty Dollars and thereupon he Brings Suit &c By W. C. Lawrence his atty

And afterwards to wit on the same day and year last aforesaid came Josiah Gabriel another applying Creditor under this attachment by W. C. Lawrence his attorney and filed herein against the said Samuel Smedley the following declaration to wit State of Ohio Union County ss Union Com Pleas March Term 1837 Josiah Gabriel complains of Samuel Smedley in a plea of Assumpsit for that whereas the said Samuel on the twenty ninth day of August 1836 at the County aforesaid became Indebted to the Plaintiff in the Sum of Twenty Dollars for money then and there lent and advanced by the Plaintiff to the Defendant at his request. And whereas afterwards on the same day and year aforesaid in consideration of the premises the said Defendant then and there promised to pay the said sum of money to the Plaintiff on request Yet he hath disregarded his promise and hath not paid the said Sum of money nor any part thereof to the damage of the

Plaintiff twenty five Dollars and thereupon he brings suit &c By W.C.Lawrence atty.

And afterwards to wit on the Same day and year last aforesaid came Benjamin Hopkins another applying creditor under this attachment by W.C.Lawrence his attorney and files herein his declaration against said Smeadley which reads as follows to wit State of Ohio Union County ss Union County Court of Common Pleas March Term 1837. Benjamin Hopkins complains of Samuel Smeadley in a Plea of Debt for that whereas the said Samuel Smeadley on the 11th day of November in the year one thousand Eight hundred and thirty four at the County aforesaid made his writing obligatory of that date Sealed with his Seal and now to the Court here Shown and then and there delivered the same to the said Benjamin Hopkins and thereby bound himself to pay to the said Benjamin Hopkins or Bearer Fifty two Dollars by the first day of April next meaning the first thereafter the date thereof which time has now elapsed. And in the Sum of fifty two Dollars for the price and value of work then and there done and materials for the same provided by the Plaintiff for the Defendant at his requests Yet the Defendant hath not paid the said several Sums of money or either of them nor any part thereof to the damage of Plaintiff fifty two Dollars and therefore he brings Suit &c W.C.Lawrence his attorney

And afterwards to wit on the Same day and year last aforesaid came Davis Burnham John Reed and James Riddle applying Creditors under this attachment by W.C.Lawrence their attorney and filed against the said Smeadley the following declaration to wit State of Ohio Union County ss March Common Pleas March Term 1837 Davis Burnham John Reed and James Riddle under the name and firm of D Burnham & Co complain of Samuel Smeadley in a plea of Assumpsit for that whereas the said Defendant on the 1st day of August in the year 1836 at the County aforesaid was Indebted to the Plaintiff in the Sum of one hundred Dollars for the price and value of goods wares and merchandize before that sold and delivered to said Defendant at his request and whereas the Defendant on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay said Sum of money to the Plaintiff on request Yet he hath disregarded his promises and hath not paid said Sum of money nor any part thereof to the damage of Plaintiffs one hundred Dollars and thereupon they Bring Suit By W.C.Lawrence their attorney

And afterwards to wit on the Same day and year last aforesaid came Edward Moran another applying creditor under this attachment by W.C.Lawrence his attorney and files against the said Smeadley his declaration which reads as follows to wit State of Ohio Union County ss Union Com Pleas March Term 1837 Edward Moran complains of Samuel Smeadley in a plea of Assumpsit for that whereas the said Samuel on the first day of August in the year 1836 at the County aforesaid was Indebted to the said Edward in the Sum of one hundred Dollars for goods wares and merchandize before that time Sold and delivered by Plaintiff to Defendant at his request and being So indebted he the said Samuel on the day and year aforesaid at the said County in consideration of the premises promised to pay the Plaintiff the said Sum of money on request Yet the said Samuel hath disregarded his said promise. but to pay him the said Sum of money of money hath hitherto wholly neglected and refused and Still doth refuse though often requested to the damage of Plaintiff one hundred Dollars and therefore he Brings Suit &c By W.C.Lawrence Attorney for Plaintiff

And afterwards to wit on the Same day and year last aforesaid came James S. Gregory another applying creditor under this attachment by W.C.Lawrence his attorney and filed against the said Smeadley his declaration as follows to wit State of Ohio Union County ss

Union Common Pleas March Term 1837 James D. Gregory complains of Samuel Smeadly in a plea of Apumpsit for that whereas the said Samuel on the 12th day of July in the year 1836 at the County aforesaid was indebted to said Plaintiff in the Sum of fifty 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 the said Sum of money to the Plaintiff on request yet he hath disregarded his promises and hath not paid the said Sum of money nor any part thereof to the Plaintiff to the damage of Plaintiff fifty Dollars and thereupon he brings suit By W.C. Lawrence his attorney

And afterwards to wit on the same day and year last aforesaid came Nicholas Hathaway an other applying creditor under this attachment by W.C. Lawrence his attorney and filed against the said Smeadley the following declaration to wit State of Ohio Union County ss Union Com. Pleas March Term 1837 Nicholas Hathaway complains of Samuel Smeadley in a plea of Apumpsit for that whereas the said Samuel Smeadley on the Twentieth day of March in the year 1835 at the County aforesaid made his promisory note in writing and delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hathoway or order the sum of forty Dollars and Interest and the said Samuel Smeadley then and there in consideration of the premises promised to pay the amount of the said note to the said Nicholas according to the tenor and effect thereof. Also for that whereas the said Samuel Smeadley on the thirtieth day of April in the year 1835 at the County aforesaid made his certain other promisory note in writing and ~~thereby~~ delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hathoway or order the sum of forty five Dollars and Interest and the said Samuel Smeadley in consideration of the premises then and there promised to pay the amount of the said note to the said Nicholas according to the tenor and effect thereof And also for that whereas the said Samuel Smeadley on the 14th day of January in the year one thousand eight hundred and thirty five at the County aforesaid made his certain other promisory note in writing and delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hathoway or order the sum of Eight Dollars and Eighty nine cents with use and the said Samuel Smeadley in consideration of the premises then and there promised to pay the amount of the said note to the said Nicholas according to the tenor and effect thereof. Also for that whereas the said Samuel Smeadley on the 2nd day of January in the year 1835 at the County aforesaid made his promisory note in writing and delivered the same to the said Nicholas and thereby promised to pay the said Nicholas Hathaway or order the Sum of thirty five Dollars and interest and the said Samuel Smeadley then and there in consideration of the premises promised to pay the amount of the said note to the said Nicholas according to the tenor and effect thereof. Yet the said Samuel Smeadley has disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the Plaintiff two hundred Dollars and thereupon he brings suit &c By W.C. Lawrence his attorney

And afterwards to wit on the same day and year last aforesaid came James Riddle another applying creditor under this attachment by W.C. Lawrence his attorney and filed against the said Smeadley the following declaration to wit State of Ohio Union County ss Court of Common Pleas March Term in the year 1837

James Riddle complains of Samuel Smedley in a plea of Assumpsit for that whereas the said Defendant on the third day of March in the year of our Lord one thousand Eight hundred and forty Six at the County aforesaid was indebted to the Plaintiff in the sum of Ten Dollars per month then and there due by the Plaintiff to the Defendant as his agent in the further sum of ten dollars for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them. And so being indebted he the Defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid then and there undertook and promised the Plaintiff to pay him the said several sums of money when thereunto afterwards he should be requested to do so Yet the Defendant although often afterwards requested has not paid said several sums of money to the Plaintiff nor either of them nor any part thereof to the Damage of the Plaintiff Twenty Dollars and therefore he brings Suit &c / By W C Lawrence his Attorney

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

And afterwards to wit on the same day and year last aforesaid came Harvey Burnham another applying creditor under this attachment by W C Lawrence his attorney and filed against the said Smedley the following Declaration to wit State of Ohio Union County ss Union Com Pleas March Term 1837. Harvey Burnham applying creditor in attachment complains of Samuel Smedley in a plea of Assumpsit for that whereas the said Defendant to wit on the 1st day of June in the year 1836 at the County aforesaid was indebted to the Plaintiff in the sum of Fifty Dollars for so much money before that time by the Plaintiff lent and advanced to said said and expended for the defendant at his request Also for that whereas the Defendant on the first day of June in the year 1836 at the County aforesaid was indebted to the said Plaintiff in the sum of fifty Dollars for the price and value of goods then and there Bargained and sold by Plaintiff to Defendant at his request and in the sum of fifty Dollars for money found to be due from Defendant to Plaintiff on an account then and there stated between them and whereas the Defendant afterwards to wit on the day and year aforesaid

at the County aforesaid in consideration of the premises promised to pay the said several Sums of money to plaintiff on request Yet he hath disregarded his promises and hath not paid the said several Sums of money nor either of them nor any part thereof to the Damage of the Plaintiff fifty Dollars and thereupon he Brings Suit &c By W C Lawrence his Attorney

And afterwards to wit on the same day and year last aforesaid came Hezekiah M. Kenady another applying creditor under this attachment by W C Lawrence his attorney and filed against the said Smeadley the following Declaration to wit State of Ohio Union County ss Union Common Pleas March Term 1837 Hezekiah M. Kenady complains of Samuel Smeadley in a plea of assumpsit for that whereas the said Samuel on the first day of August in the year 1836 at the County aforesaid was indebted to the said Plaintiff in the Sum of Fifty Dollars for work and labor care and diligence of the said Plaintiff before that time done performed and bestowed in and about the business of the said Samuel and at his Special instance and request and also in the further Sum of fifty Dollars for divers goods wares and merchandize by the said Plaintiff before that time sold and delivered to the said Samuel and at his Special instance and request and being so indebted he the said Samuel in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid promised to pay the said Plaintiff the said several Sums of money in this Count mentioned when he the said Samuel should thereto afterwards requested Yet the said Samuel not regarding his said several promises hath not as yet paid the said several Sums of money nor either of them nor any part thereof to the said Plaintiff altho afterwards requested so to do but the said Samuel to pay him the same hath hitherto wholly neglected and refused to do and still doth neglect and refuse to the damage of the Plaintiff fifty Dollars and thereupon he brings his suit &c By W C Lawrence his attorney

And afterwards to wit on the same day and year last aforesaid came Jesse Lawton another applying creditor under this attachment by W C Lawrence his attorney and filed against the said Smeadley the following Declaration to wit Jesse Lawton complains of Samuel Smeadley in a plea of assumpsit for that whereas the said Defendant on the tenth day of March 1836 at the County aforesaid was indebted to the Plaintiff in the Sum of Six Dollars and 25 cents for the price of divers goods chattels wares and merchandize then and there sold by the Plaintiff to the Defendant at his request And so being indebted the Defendant in consideration of the premises afterwards to wit on the day and year last aforesaid at the County aforesaid then and there undertook and promised the Plaintiff to pay him the said Sum of money when afterwards thereunto he should be requested to do so Yet the Defendant although afterwards requested has not paid the said Sum of money nor any part thereof to the Plaintiff to the damage of Plaintiff 7,00 dollars thereupon he brings Suit &c By W C Lawrence his attorney

And afterwards to wit on the day and year last aforesaid came Matthew Gooding & J. B. Swearingen applying creditors under this attachment by W C Lawrence their attorney and filed against the said Samuel Smeadley the following Declaration to wit State of Ohio Union County ss Union Common Pleas March Term 1837 Matthew Gooding and J. B. Swearingen trading under the firm of M. Gooding & Co complain of Samuel Smeadley in a plea of debt for that whereas the Defendant on the 23d of May 1836 at the County of Union made his promisory note in writing and delivered the same to the Plaintiff and thereby promised the Plff

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on Bond Seventy two Dollars one day after the date thereof which period has now elapsed And for that whereas also on the 30th day of August 1836 at the County aforesaid the Defendant was Indebted to the Plaintiff in the sum of one hundred and fifty Dollars for the price and value of diverse goods wares and merchandize then and there Sold and delivered by the Plaintiffs to the Defendant at his request. And also for that whereas the Defendant on the day and year last aforesaid at the County aforesaid was indebted to the Plaintiffs in the further Sum of two hundred and Sixty Dollars for money then and there lent by Plaintiffs to Defendant at his request And so being indebted the Defendant in consideration of the premises then and there promised to pay the said Several Sums of money when thereunto afterwards as he should be requested Yet he though often afterwards requested has wholly neglected and refused and Still neglects and refuses to pay the said Several Sums of money or either of them or any part thereof to the Damage of the Plaintiffs Two hundred and Sixty Dollars and thereupon they bring Suit &c By W C Lawrence Plaintiffs attorney And afterwards to wit on the Same day and year last aforesaid came Matthew Gooding another applying creditor under this attachment by W C Lawrence his attorney and filed his declaration against the said Smeadley which reads as follows to wit State of Ohio Union County ss Union Common Pleas March Term 1837 Matthew Gooding complains of Samuel Smeadley in a plea of Agreement for that whereas the said Samuel Smeadley on the 11th day of July 1836 at the County aforesaid made his promissory note in writing and then and there delivered the same to Ralph Cherry and thereby promised to pay the said Ralph Cherry or bearer the Sum of twenty five Dollars in one day after date thereof which period has now elapsed and the said Ralph Cherry then and there endorsed the same to the same to the said Matthew Gooding whereof the said Samuel Smeadley then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Matthew Gooding according to the tenor and effect thereof and also for that whereas the said Samuel Smeadley on the 10th day of January in the year 1835 at the County aforesaid made his certain other promissory note in writing and then and there delivered the same to Urbane Robinson and thereby promised to pay the said Urbane Robinson or order the Sum of twenty Dollars with interest and the said Urbane Robinson then and there delivered the same to the said Matthew Gooding whereof the said Samuel Smeadley then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Matthew according to the tenor and effect thereof and also for that whereas the said Samuel Smeadley on the 20th day of March in the year 1835 at the County aforesaid made his certain other promissory note in writing and then and there delivered the same to the said Urbane Robinson and thereby promised to pay the said Urbane Robinson the Sum of twenty Seven Dollars with interest in six months from date which time has now elapsed and the said Urbane Robinson then and there endorsed the same to the said Matthew Gooding whereof the said Samuel Smeadley then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Matthew Gooding according to the tenor and effect thereof and also for that whereas the said Samuel Smeadley on the 25th day of November in the year 1836 at the County aforesaid was indebted to the said Matthew Gooding in the further Sum of one hundred and fifty Dollars for money then and there paid by Plaintiff for the use of Defendant at his request and whereas the Defendant on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said last mentioned Sum of money to the plaintiff on request Yet he hath likewise gainsaid his promises and hath not paid the said Several Sums of money nor either of them nor any

part thereof to the damage of Plaintiff Two hundred and seventy five Dollars and therupon he Brings Suit &c By W. C. Lawrence his attorney

And afterwards to wit on the same day and year last aforesaid came Lincoln Goodale and Cyrus Fay applying creditors under this attachment by W.C. Lawrence their atty and filed against the said Smedley their Declaration which reads as follows to wit State of Ohio Union County ss Union Common Pleas March Term 1837. Lincoln Goodale and Cyrus Fay trading under the firm of L Goodale & Co complain of Samuel Smedley in a plea of Assumpsit for that whereas the said Defendant on the thirty first day of August in the year of our Lord one thousand Eight hundred and thirty six at Franklin County to wit at the County aforesaid was Indebted to the Plaintiffs in the Sum of Forty Dollars for the price and value of diverse goods wares and merchandize then and there sold and delivered by the Plaintiffs to the Defendant at his request and being so indebted the Defendant in consideration of the premises then and there undertook and faithfully promised the plaintiffs to pay them the said Sum of money when thereto afterwards he should be requested so to do Yet the Defendant although often requested afterwards, has not paid the said sum of money to the plaintiffs nor any part thereof. but he to do so hath altogether refused and neglected and still refuses and neglects to the damage of the Plaintiffs Forty Dollars and therefore they bring Suit &c By W.C. Lawrence their atty

And afterwards to wit on the third day of June in the year aforesaid came Wm Gabriel another applying creditor under this attachment by W.C. Lawrence his atty and filed against the said Smedley his declaration which reads as follows to wit State of Ohio Union County ss Union Common Pleas March Term 1837 William Gabriel Jr complains of Samuel Smedley in a plea of Assumpsit for that whereas the said Defendant on the 28 th day of August 1836 at the County aforesaid was indebted to the Plaintiff in the Sum of Ten Dollars for the price and value of diverse goods wares and merchandize then and there sold and delivered by Plaintiff to Defendant at his request. Being so indebted the Defendant in consideration of the premises then and there undertook and faithfully promised to pay the said Sum of money when afterwards thereto he should be requested Yet though often afterwards requested he hath not paid the said Sum of money. to the Plaintiff nor any part thereof to the damage of Plaintiff Ten Dollars and thereupon he brings Suit &c W.C. Lawrence his attorney

Judgment and afterwards to wit now here to wit on the day and year first herein after said the Defendant being again three times called made default and the Court being fully advised, and neither requiring a Jury, do find that the Plaintiff hath sustained damages to the amount of four hundred and ninety six Dollars 96/100

It is therefore considered by the Court that said Plaintiff recover of said Defendant the said Sum of four hundred and ninety six 96/100 Dollars and it is ordered that a writ in the nature of a venditioni exponas issue for the sale of the property attached and remaining unsold

And afterwards to wit on the same day and year last aforesaid came Daniel Smedley by L. Bean his attorney and the defendant being three times called to come into Court and answer to the plaintiffs action came not but made default and neither party requiring a Jury the Court fixes the Defendant indebted to the plaintiff in the Sum of Thirteen Dollars and do assess the damages of the Plaintiff by reason of the detention thereof to Seven Dollars and fifty four cents. It is therefore considered by the Court that the Plaintiff recover of the Defendant the said debt of Thirteen Dollars and the sum of ~~fifty four dollars~~ Seven Dollars and fifty four cents the damages assessed as aforesaid to gether with his costs in this behalf expended

And afterwards to wit on the day and year last aforesaid. The Court having examined the claims of the aforesaid applicants and being fully advised do find that the aforesaid creditors are severally entitled to damages and

assessed the same to
creditors respectfully
Thomas Jacobs
69/100 Dollars. That
Matthew Gooding, a
three 36/100 Dollars
the Sum of Twenty
David Burnham
twenty seven 55/100
James S. Gregory
the Sum of one hu
of Eleven Dollars
Burnham the Sum
Sum of fifteen
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Dollars. Matthew
L Goodale & Co
Sum of four 50/100

And James

State of Ohio
v
Peter Sharp

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President and
Judges of said
year of our Lord
Ransom Clement
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John Hagerman
Smedley Sam
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came William
Peter Sharp
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assessed the same to amount of the Judgments hereinafter entered in favor of said Creditors respectively - It is therefore considered by the Court that said Thomas Jacobs recover of said Samuel the Sum of one hundred and ninety three 6/100 Dollars. That Levi Lyon recover the Sum of twenty five Dollars. That Matthew Gooding and Reuben P. Mann the Sum of Six hundred and thirty three 36/100 Dollars - Martin Ballou the Sum of five 45/100 Dollars - Josiah Gabriel the Sum of Twenty 06/100 Dollars - Benjamin Hopkins the Sum of fourteen 14/00 Dollars David Burnham the Sum of fourteen 10/00 Dollars - Warren Rose the Sum of twenty seven 55/100 Dollars: Edward Moran the Sum of Eight 6/00 Dollars: James S. Gregory the Sum of forty one 18/00 Dollars: Nicholas Hathaway the Sum of one hundred and forty five 10/00 Dollars: James Riddle the Sum of Eleven Dollars: John Morrow the Sum of twelve 34/00 Dollars: Harvey Burnham the Sum of nineteen 14/00 Dollars. Hezekiah M. Kenady the Sum of fifteen 9/00 Dollars: Silas Lawton the Sum of Six 25/00 Dollars: Matthew and T.B. Swearingen the Sum of three hundred twenty six 57/00 Dollars: Matthew Gooding the Sum of one hundred and eighty five Dollars S. Goodale & Co the Sum of thirty four 56/00 Dollars: Wm Gabriel In the Sum of four 50/00 Dollars -

Attest James H Gee Clerk protem

J.R. Swan

State of Ohio } Be it remembered that at a Court of Common Pleas
v } began and held at the Court House in the Town of Marysville
Peter Sharp } 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 the Honorable J.R. Swan
President and Robert Nelson John Porter and James Hill his associates
Judges of said Court. Whereas on the twenty second day of June in the
year of our Lord one thousand Eight hundred and thirty six Caleb Eastwood
Ransom Clements Absolem Carney John Shirk Isaac Anderson Wm McKobon
son & Lundy Elisphas Burnham Gregory Storms Samuel McCollough
John Haymates David Burnham James Rea R.L. Sharp and Thos
Snodgrass Jurors of the Grand Jury then and there duly 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 oath present
that one Peter Sharp late of said County of Union on the 12th day of
April in the year 1836 at the County aforesaid with force and arms
one hog of the value of ten Dollars of the personal property of David Boo
man then and there being found feloniously did steal take and carry
away contrary to the form of the Statute in such case made and provi
ded and against the peace and dignity of the State of Ohio To which Jurors sworn
And afterwards to wit on the 10th day of October in the year of our Lord one
thousand Eight hundred and thirty Six. came William C Lawrence Pros
ecuting Attorney for the State and the Defendant also came in pursuance
of his recognizance and thereupon came a Jury to wit. David Gallowe
Joseph Gibson John Rees Isa Eastwood George W. Bear Samuel B. John
son Adam Wolfort Thomas Rees Edward Tyler George W Foisal Robe
rt Innis and Alvan Randal who being elected tried and sworn well and
truly to try the above cause in issue Joined and a true verdict give
according to evidence. and the Jurors aforesaid do say that they disagree
It is therefore ordered that said Jurors be discharged and that this
cause Stand continued until next Term.
And afterwards to wit now here to wit on the day and year first herein aforesaid
came William C. Lawrence Prosecuting Attorney for the State Also came
Peter Sharp agreeably to his recognizance. And thereupon came a Jury
to wit. Richard L. Judy James H. Irwin Thomas Milligan Samuel Lafferty

84 Elias Johnson John Cupit John Mitchell John F. Sabin Moses Fuller
lington Solm Amuse and Martin Ballow who being elected tried and
Sworn well and truly to try the above cause in issue Joined and a true
verdict give according to evidence and the Juros aforesaid upon their
oaths aforesaid do say that they find the Defendant Guilty and the
Court being fully advised in the premises do sentence the Defendant to
five days imprisonment in the Dungeon of the Jail of this County to
be fed on bread and water and make his fine unto the State of Ohio
by the payment of Twenty five Dollars and costs of prosecution
taxed to. Dollars and cents

James H. Gill Clerk pro tem

J R Swan

Jacob Fairfield

v

Samuel Smedley

Plea before his Honor J R Swan President and Robt Nelson John Porter and James Hall his Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the third day of Oct in the year of our Lord one thousand Eight hundred and thirty Seven. be it remembered that heretofore to wit on the twenty ninth day of March in the year last aforesaid came John Rouse by L Swan his attorney and filed an applying creditor under a suit in attachment brought by Jacob Fairfield against Samuel Smedley by L. Swan his attorney filed his declaration against the said Smedley which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas March term A.D. 1837 John Rouse complains of Samuel Smedley in a plea of Assumpsit for that whereas the said defendant to wit on the first day of March in the year of our Lord one thousand eight hundred and thirty six at the County aforesaid was indebted unto the plaintiff in the sum of one hundred Dollars for the price of so much money before that time by the plaintiff lent and advanced to and paid out and expended for the Defendant at his request Also in the further Sum of One hundred Dollars for so much money before that time there and then had and received by the defendant for the use of the plaintiff also in the further sum of one hundred Dollars for the price and value of goods then and there by the plaintiff sold and delivered to the defendant at his request and so being indebted and so being in debted he the defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid there and then undertook and promised the plaintiff to pay him the said several sums of money when thereunto afterwards he should be requested so to do. Yet the defendant although often afterwards requested has not paid said several sums of money to plaintiff or any part thereof but he to do so has altogether refused and still does neglect and refuse to the damage of the plaintiff One hundred Dollars and therefore he brings Suit &c By G Swan his attorney

And afterwards to wit on the twenty seventh day of May in the year of our Lord one thousand Eight hundred and thirty seven came Davis Burnham and Reuben P. Mann applying creditors under an attachment brought by Jacob Fairfield against Samuel Smedley. by W. Lawrence their attorney and filed their declaration against the said Defendant which said declaration reads in the words and figures following to wit State of Ohio Union County ss Union Com Pleas March Term 1837

Davis Burnham and Reuben P. Mann complain of Samuel Smedley in a plea of Assumpsit for that whereas Samuel Smedley on the first day of November in the year 1836 was indebted to the plaintiffs in the sum of one hundred and fifty Dollars for money then and there lent by plaintiffs to Defendant at his request and in the further sum of one hundred and fifty Dollars for money then and there paid by the plaintiffs for the use of Defendant at his request and whereas the Defendant afterwards to wit on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiffs on their request yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs

one hundred and fifty Dollars
And afterwards to wit on the
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his declaration against the
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William Wallace complains
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in the sum of fifty Dollars
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Pleas March Term 183
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one hundred and fifty Dollars and thereupon they Sue &c By C & Lawrence their attorney
And afterwards to wit on the twenty Seventh day of May in the year of our Lord one thousand eight hundred and thirty Seven William Walk another applying Creditor came by C & Lawrence his attorney and filed his declaration against the said Samuel Smeely which said declaration reads in the words and figures following (to wit) State of Ohio Union County ss Union Common Pleas June Term 1837
William Walk complains of Samuel Smeely in a plea of agreement for that the said Samuel Smeely on the first day of September A.D. 1836 at the County aforesaid was indebted to the plaintiff in the sum of fifty Dollars for the price and value of goods diverse goods wares chattles & merchandize then and there sold and delivered by the plaintiff to the Defendant at his request And being so indebted the Defendant on the day and year last aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the plaintiff the sum of fifty Dollars when thereunto afterwards he should be requested The Defendant though often afterwards requested hath not paid the said Sum of money nor any part thereof to the damage of the plaintiff fifty Dollars and therefore he brings suit &c By C & Lawrence Atty
And afterwards to wit on the twenty eighth day of May in the year of our Lord one thousand eight hundred and thirty Seven came Joseph Meacham another applying creditor by C & Lawrence his attorney and filed his declaration against the said Smeely which said Declaration reads in the words and figures following (to wit) State of Ohio Union County ss Union Common Pleas March Term 1837. Joseph Meacham complains of Samuel Smeeley in a plea of agreement for that whereas the said Defendant on the 16th day of September in the year 1835 at the County aforesaid made his certain promisory note in writing and then and there delivered the same to the said Joseph and thereby promised to the said Joseph Meacham or order the Sum of five Dollars and fifty Seven cents in one day after date which time has now Elapsed and the said Samuel Smeeley then and there in consideration of the premises promised to pay the amount of the said note to the said Joseph according to the tenor and effect thereof and also in the further Sum of fifty five Dollars for money paid by plaintiff for the use of Defendant and at his request and also for that whereas the defendant on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further Sum of one hundred Dollars for money then and there paid by plaintiff for the use of Defendant at his request yet the said Samuel not regarding his said promises but not paid the said several Sums to the plaintiff or either nor any part thereof to the damage of plaintiff one hundred Dollars and therefore he brings Suit &c By C & Lawrence his attorney
And afterwards to wit on the third day of June in the year of our Lord one thousand eight hundred and thirty Seven came William Snodgrass another applying creditor by C & Lawrence his attorney and files his declaration against the said Samuel Smeeley
which said Declaration reads in the words and figures following (to wit)
State of Ohio Union County ss Union Common Pleas March Term 1837
William Snodgrass complains of Samuel Smeeley in a plea of agreement for that whereas the said Defendant on the first day of April 1836 at the County aforesaid was indebted to the plaintiff in the sum of twenty eight Dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request and also for that whereas the Defendant on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further Sum of twenty eight Dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, And so being indebted the defendant afterwards to wit on the day and year last aforesaid at the County aforesaid in consideration of the premises then and there undertook and promised the plaintiff to pay him the said Sum of money when thereunto afterwards he should be requested so to do Yet though often afterwards requested the Defendant has not paid said Sum of money nor any part thereof to the damage of the plaintiff Twenty eight Dollars and therefore he brings suit &c By C & Lawrence his Atty
And afterwards to wit on the fourth day of October in the year of our Lord one thousand eight hundred and thirty Seven came Norman Chapman another applying creditor by C & Lawrence his attorney and files his declaration against the said Samuel Smeely which said Declaration reads in the words and figures following to wit
State of Ohio Union County ss Union Common Pleas June term A.D. 1837

Norman Chipman Oliver C. Kenady and Aaron Mitchell trading under the firm of N Chipman
&c complain of Samuel Smeadey in a plea of agreement for that whereas the said Samuel
on the first day of Sept AD. 1836 was indebted to the plaintiffs in the sum of Twenty Dollars
at the County of Union for the price and value of diverse goods wares chattles and Merchandize
then and there sold and delivered by the plaintiffs to the Defendant at his request And
being so indebted the defendant in consideration of the premises then and there promised
to pay the plaintiffs the said sum of money when thereunto afterwards he should be requested
Though often afterwards requested the defendant has not paid the said sum of money nor any
part thereof to the damage of the plaintiffs Twenty Dollars and thereupon they sue &c
By D C Lawrence their atty

Afterwards to wit on the fifth day of Oct in the year of our Lord one thousand
hundred and thirty seven came Joseph Meacham another applying creditor by D.C. Law-
rence and filed his declaration against the said Samuel Smeadey which said Declaration
reads in the words and figures following to wit State of Ohio Union County ss
Union Common Pleas June Term 1837
Joseph Meacham complains of Samuel Smeadey in a plea of agreempsit for that
whereas the said Samuel Smeadey on the Sixth day of April in the year one thousand
eight hundred and thirty six made his promisory note in writing and delivered the
said promisory note to one John R Miller with the said plaintiff Security
for the sum of fifty and then and there and thereby promised to pay the said John
R on or before the twentieth day of September next meaning the next thereafter
which period has long since elapsed yet the said Samuel Smeadey disregarding his said
promises hath not paid the said sum nor any part thereof but hitherto he has wholly
refused and the plaintiff thereby became liable to pay the same and has so paid the said
note wherefore he says he is injured and has suffered ~~loss~~ damage to the amount of
fifty three Dollars and therefore he sues By D C Lawrence his atty
And afterwards to wit on the fifth day of October in the year of our Lord one thousand
eight hundred and thirty seven came Chandler Hale by D C Lawrence his attorney
and filed his declaration against the said Samuel Smeadey which said declaration reads
in the words and figures following to wit State of Ohio Union County ss Union
Common Pleas June Term 1837. Chandler Hale complains of Samuel Smeadey in
a plea of agumpsit for that whereas the said Samuel Smeadey on the first day of August
in the year one thousand eight hundred and thirty six at the County aforesaid was indebted to the
plaintiff in the sum of twelve Dollars for money then and there lent by the plaintiff to the
Defendant at his request And being so indebted the Defendant then and there in consid-
eration of the premises promised to pay the said sum of money to the plaintiff when there-
unto afterwards he should be requested Though often afterwards requested the defendant
has not paid the said sum of money nor any part thereof to the damage of the plaintiff
Twelve Dollars and thereupon he sues &c By D C Lawrence his atty
The above named creditors of Samuel Smeadey filed their declarations and claims in the suit
in attachment brought by Jacob Fairfield v Samuel Smeadey and neither party requiring
a jury and the Court being fully advised in the premises do find that the said creditors are en-
titled severally to damages and assess the same to amount of Judgement hereinafter entered in favor
of said creditors It is therefore considered by the Court that the said John House recover of
the said Samuel Smeadey the sum of thirty eight Dollars and forty five cents That Joseph Meacham
recover the sum of Six Dollars and fifteen cents William Snodgrass the sum of Eight Dollars and
fifty seven cents. David Burnham and Reuben P. Mann the sum of one hundred and twelve
Dollars and Sixty one cents. N. Chipman the sum of fifteen Dollars and fourteen & half cts
William Walker the sum of thirty eight Dollars and 9 Cts Chandler Hale Twelve Dollars
Joseph Meacham the sum of fifty three Dollars And that said creditors recover
of said Smeadey the costs by them respectively expended

Attest James A. McLain Clk

James Sutton

v

John D. Pollock

Richy a Justice of the Peace
ceedings had before him in
lowing came the plaintiff
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County Court of Comm
of the Peace in and for
of Champaign. For that
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James A. McLain Clk
Exrs of Estate of
John R. McLain dec

v

Samuel Coffelty.

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Defendant which said
County ss Union Co

James Sutton

v

John D. Pollock

Pleas before his honor J.R. Swan President and Robert Nelson John Porter and James Reese his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of Oct in the year of our Lord one thousand eight hundred and thirty Seven. Be it remembered that at a Court of Common Pleas here before to wit on the twentieth day of March in the year last aforesaid came Williams Richy a Justice of the peace for said County of Union and filed a Transcript from his docket of the proceedings had before him in the above case. And afterwards to wit on the thirty first day of March in the year last aforesaid came the plaintiff by G. Swan his attorney and filed herein his Declaration against the Defendant which said declaration reads in the words and figures following to wit The State of Ohio Union County ss Union County Court of Common Pleas March Term 1837. This cause was appealed from the decision of a Justice of the peace in and for said County and thereupon James Sutton complains of John D. Pollock of a plea of trespass. For that the said John D Pollock on the first day of November A.D. 1836 at Union County aforesaid with force and arms then and there by dogs and with clubs beat worried and wounded a certain heifer of the said plaintiffs of great value to wit of the value of twenty Dollars of which said biting worrying and wounding the said heifer died to wit at the County of Union aforesaid And for that the said John D. Pollock with force and arms on the said first day of November 1836 at Union County aforesaid there and then beat worried and killed a certain other heifer of the said plaintiff of great value to wit of the value of Twenty Dollars. to the Damage of the plaintiff ninety Dollars and thereupon he brings suit By G Swan his atty. And afterwards to wit on the twelfth day of April in the year last aforesaid came the Defendant by A. Wall his attorney and filed his plea in answer to said declaration which said plea reads in the words and figures following, to wit. State of Ohio Union County ss In Union Common Pleas March term A.D. 1837 John D. Pollock adv. James Sutton And the said John D. comes and defends and says that he is not guilty in manner and form as the said James hath complained against him and of this he puts himself upon the country and the plaintiff doth the like &c By Wall and Lawrence attys for Defts And afterwards to wit now here to wit on the day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit William Porter Samuel B. Johnson William Phillips John L. Irwin James Reed 1st Samuel Reed Eliajah Wolfard Jacob Garthemore John Reed Robert D Reed James Stillings and James Weber who being empannelled and sworn the truth to speak upon the Issue joined between the parties upon their oaths do say that the Defendant is guilty as the plaintiff in his declaration hath alledged against him and do assess the damages of the said plaintiff by reason thereof to Twenty five Dollars It is therefore considered by the Court that the plaintiff recover of the Defendant the said Sum of twenty five Dollars his damages so assessed as aforesaid together with his costs in this behalf expended Taxed 76 Dollars and 6 cents Attest James A Rice Clerk

James A. McLain &
Silas G. Strong
Exrs of Estate of
John R. McLain dec'd

v

Samuel Lafferty.

Pleas before his Honor Joseph R. Swan President and Robert Nelson John Porter and James Reese his associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand Eight hundred and thirty Seven. Be it remembered that on the Sixteenth day of April in the year of our Lord one thousand eight hundred and thirty seven the plaintiffs sued out of the Clerks office of the Court of Common Pleas for said County the following writ of Summons to wit [seal] State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Samuel Lafferty to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of their next term to answer unto James A. McLain and Silas G. Strong Executors of John R. McLain dec'd in a plea of debt Damages $150 Damages $25. and have you then there this Writ Witness J.R. Swan President Judge of our Court of Common Pleas this 16th day of April 1837 James R. Rice Clerk Upon which said writ was the following endorsment Suit brought to recover $100.00 debt and $25.00 damages agreeable to the tenor and effect of a Single bill executed by the Defendant in the lifetime and made payable to John R. McLain on the first day of April 1836 and yet unpaid Endorsed Served by reading and delivering certified copy to Deft May 7th 1837 R. Clark Sheriff And afterwards to wit on the third day of July in the year of our Lord one thousand eight hundred and thirty Seven came the plaintiffs by [illegible] their attorney and filed their declaration against the Defendant which said Declaration reads in the words and figures following to wit State of Ohio Union County ss Union Common Pleas June Term 1837

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Silas G. Strong and James A. McLain as executors to John R. McLain dec'd complain of Samuel Laffirty in a plea of debt for that whereas the said Samuel Laffirty on the thirteenth day of June 1835 at Union County Ohio made his certain writing obligatory commonly called a Single Bill of that date sealed with his seal and now to the Court here shown and there and there delivered the same to the said John R. McLain then in full life and thereby acknowledged himself to be bound to the said John R. McLain in the sum of one hundred Dollars to be paid to the said John R. McLain on or before the first day of April next. meaning the next thereafter As the said Samuel Laffirty though often requested hath never paid the same or any part thereof to the said John R. McLain in his lifetime nor to the said Silas G. Strong and James A. McLain as his executors to the damage of the said Silas G. Strong and James A. McLain, executors as aforesaid one hundred and twenty five Dollars and thereupon they sue &c and the said Silas G. Strong and James A. McLain bring into Court here their Letters Testamentary duly granted P. B. Wade atty for Plffs

And afterwards to wit nowhere to wit on the day and year first herein aforesaid came the Plaintiffs by their attorney and the said Defendant though solemnly called came not but made default whereupon It is considered that the said Plaintiffs ought to recover the Debt in the Declaration mentioned and their damages by reason of the detention thereof and neither party requiring a jury and the Court being fully advised in the premises do assess the damages of the said Plaintiffs at nine dollars It is therefore considered that the Plaintiffs recover of the Defendant their said Debt of one hundred dollars and nine dollars their damages by reason of the detention thereof together with their costs herein expended taxed at Dollars and Cents

Attest James R. Gill Clerk

Calvin W. Mow & Co. vs. Lee Baldwin & Co.

Pleas before his Honor J. R. Swan President and John Porter Robert Nelson and James Gill Associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand Eight hundred and thirty Seven. 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 seven the said Plaintiffs sued out of the Clerks office of the Court of Common Pleas within and for the County of Union and State of Ohio the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting. We command you to summon Cyprian Lee Mains Mason and Heman Baldwin Partners trading under the name and firm of Lee Baldwin and Co to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Calvin W. Mow and Fisher Mow partners trading under the name and firm of Calvin W. Mow & Co in a plea of trespass on the case upon promises to the damage of the said plaintiffs of Five hundred dollars as is said and have you then there this writ. Witness the Honorable Joseph R. Swan President Judge of our Court of Common Pleas aforesaid this first day of June 1837 James R. Gill Clerk. And afterwards to wit on the first day of June in the year of our Lord one thousand eight hundred and thirty Seven came the plaintiffs by S. Brush attorney for said Plaintiffs and filed their declaration against the said Defts which said declaration reads in the words and figures following to wit.

State of Ohio Union County ss Court of Common Pleas of the term of June one thousand Eight hundred and thirty Seven Union County ss Cyprian Lee Heman Baldwin and Mains Mason partners trading under the name and firm of Lee Balawin and Co. Defendants in this suit were summoned to answer unto Calvin W. Mow and Fisher Mow partners trading under the name and firm of Calvin W. Mow & Co Plaintiffs in this suit of a plea of trespass on the case upon promises &c and thereupon the said Plaintiffs by S. Brush their attorney complain For that whereas the said Defendants by and under the name Stile and firm of Lee Baldwin & Co heretofore to wit on the twenty first day of May one thousand eight hundred and thirty six at New York to wit at Marysville

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in the County of Union and State of Ohio and within the Jurisdiction of this Court made their certain promisory note in writing bearing date the day and year aforesaid and thereby then and there six months after date they the subscribers of Marysville County of Union State of Ohio promised to pay to the order of the said Plaintiffs by the name stile and firm of Calvin W. Howe & Co at New York to wit at Marysville in the County of Union aforesaid in the State of Ohio aforesaid three hundred and eighty four Dollars fifty four cents value received and then and there delivered the said promisory note to the said Plaintiffs trading under the name and firm of Calvin W. Howe & Co by means whereof and by force of the Statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiffs the said sum of money in the said promisory note specified according to the tenor and effect of the said promisory note specified according to the tenor and effect of the said promisory note and being so liable they the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at New York to wit at Marysville aforesaid in the County of Union aforesaid in the State of Ohio aforesaid undertook and then and there faithfully promised the said Plaintiffs to pay them the said sum of money in the said promisory note specified according to the tenor and effect thereof Yet the said defendants although often requested so to do have not nor hath either or any of them paid the said sum of money in the said promisory note specified or any part thereof to the said Plaintiffs or to either of them, but the said defendants to pay them the same have hitherto wholly neglected and refused to do and still neglect and refuse so to do to the damage of the said Plaintiffs of five hundred Dollars and therefore they bring their suit By S Brush atty for Plaintiffs

And afterwards to wit on the twenty fourth day of June in the year of our Lord one thousand eight hundred and thirty seven came the ~~Plaintiffs~~ Defts by W. B. Lawrence their attorney and filed their plea which said plea reads in the words and figures following to wit Union Common Pleas June term 1837 Union Com. Pleas And the said defendants come and defend &c and say that the said Plaintiffs ought not to have their aforesaid action against them because they say that they after the making the said several promises and before the commencement of this suit to wit on the first day of January in the year 1837 at the County aforesaid gave and delivered to the plaintiffs one thousand yards of flax linen in full discharge and satisfaction of the said several promises aforesaid and of the damages sustained by the Plaintiffs by the non performance thereof and which the said plaintiffs then and there received and accepted in full discharge and satisfaction of the said several promises and of the damages sustained by the plaintiffs by reason of the non performance thereof and this they are ready to verify wherefore they pray Judgment and that the plaintiffs may be barred of their action aforesaid W B Lawrence atty for Defts And afterwards to wit on the third day of October in the year of our Lord one thousand eight hundred and thirty seven came the plaintiffs by S Brush their attorney and filed their Replication which said replication reads in the words and figures following to wit State of Ohio Union County Court of Common Pleas of the term of June one thousand eight hundred and thirty seven. Calvin W. Howe and Fisher Howe partners trading under the name and firm of Calvin W. Howe and Co. vs. Cyprian Lee Herman Baldwin and Mans Wason partners trading under the name and firm of Lee Baldwin and Co And the said plaintiffs as to the plea of the said Defendants by them above pleaded say that they the said plaintiffs by reason of any thing by the said Defendants in the said plea alleaged ought not to be barred from having and maintaining their aforesaid action thereof against them the said Defendants because they say that the Defendants did not give and deliver to the said Plaintiffs the said one thousand yards of Flax linen in full discharge and satisfaction of the said several promises and undertakings in the said declaration mentioned in manner and form as the said Defendants have above in their said plea in that behalf alledged and this the said plaintiffs pray may be enquired of by the Country &c And the said Defts do the like &c By S. Brush Atty for Plaintiffs

and afterwards to wit now here to wit on the day and first herein aforesaid came the parties by their attornies and neither party requiring a Jury this cause is submitted to the Court upon the declaration plea and replication thereto and the Court having heard the evidence and being fully advised in the premises do find that the Defendants did not give and deliver to the said plaintiffs the said one thousand yards of Flaxlinen in the said plea alledged in full discharge and satisfaction of the said several promises and undertakings in the said Declaration alledged or of the damages sustained by reason of the nonperformance of the said several promises in said declaration mentioned and do assess the damages of the said plaintiffs by reason of the nonperformance of the said several premises above mentioned at four hundred and seven Dollars ninety seven cents. It is therefore considered by the Court that the said plaintiffs recover of the said Defendants the said sum of four hundred and seven Dollars ninety seven cents above assessed by the Court and also their costs in this behalf expended taxed at Dollars and cents

Test James H. Gile Clerk

Wyde, Hickok & Greenman
v
Lee Baldwin and Co

Pleas before his honor S. R. Swan President, and Robert Nelson John Porter and James Hill associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio at a session held on the third day of October in the year of our Lord one thousand eight hundred and thirty seven. 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 seven the Plaintiffs sued out of the Clerks office of the Court of Common Pleas within and for the County the following writ of summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Lyman Lee Maine Watson and Heman Baldwin late of Lee Baldwin & Co to appear before our Court of Common Pleas of the County aforesaid at the Court house in said County forthwith to answer unto Simeon P. Wyde, Edgar Hickok and John H. Greenman in a plea of agreement Damages $ 300.00 and have you then there this writ. Witness S. R. Swan President Judge of said Court this 2nd day of June 1837 James H. Gile Clerk on which writ of summons was the following endorsement to wit Suit brot on promisory note from defendants to plaintiffs for 234 100 Dollars dated may 23d 1836 due in six months from date Pettibone & Finch attys for Plfs. Issued as follows to wit. By reading and delivering to each defendant a certified copy R Mauk Sheriff and afterwards to wit on the 5th day of June in the year of our Lord one thousand eight hundred and thirty seven came the plaintiffs by Pettybone & Finch their attornies and filed their declaration against the said Defendants which said declaration reads in the words and figures following to wit State of Ohio Union County ss of the term of June A D 1837 Lyman Lee Heman Baldwin and Maine Watson were summoned to answer unto answer unto Simeon P. Hyde Edgar Hickok & John H. Greenman in a plea of agreement and thereupon the said Hyde Hickok and Greenman complain of Lee Baldwin and Watson defendants for that whereas the said Defendants heretofore to wit on the 23d day of May A D. 1836 by the name and description of Lee Baldwin & Co. at Newyork to wit at said Union County made their certain promisory note in writing bearing date the day and year aforesaid and thereby then and there promised to pay six months after the date thereof to the Plaintiffs by the name and style of Hyde Hickok and Greenman two hundred and thirty & 12/100 Dollars value received and then and there delivered the said promisory note to the said Plaintiffs by means whereof the said defendants became liable to pay to the said plaintiffs the said sum of money in said promisory note specified according to the tenor and effect of said note and being so liable said defendants in consideration thereof afterwards to wit on said 23d day of May A D. 1836 at Newyork to wit at said Union County Ohio undertook and then and there faithfully promised the said Plaintiffs to pay

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them the said sum of money in the said promissory note specified according to the tenor and effect thereof Nevertheless the said defendants not regarding their said promise and undertaking have not paid said sum of money nor any part thereof to said Plaintiffs although often requested so to do but have hitherto neglected and refused so do and still do neglect and refuse to the damage of the Plaintiffs of $300. Dollars Pettibone & Finch Attys and afterwards on the twenty fourth day of June in the year of our Lord one thousand eight hundred and thirty seven came the Defendants and by C. C. Lawrence their attorney filed their plea which said plea reads in the words and following to wit Union Common Pleas June term 1837 in assumpsit. and the said Defendants come and defend &c and say that the said plaintiffs ought not to have their aforesaid action against them because they say that they after the execution of the said writing obligatory and making of the said several promises in said Declaration mentioned and before the commencement of this action to wit on the first day of March in the year 1837 at the County aforesaid gave and delivered to the said plaintiffs Seven Horses in full satisfaction and discharge of the said writing and several promises aforesaid and of the damages sustained by the plaintiffs by reason of the non performance thereof and which the said plaintiffs then and there received and accepted in full discharge and satisfaction of the said several promises and of the damages sustained by the said plaintiffs by reason of the non performance thereof and this they are ready to verify Wherefore the Defendants pray Judgment and that the said plaintiffs may be Barred of their action aforesaid. C. C Lawrence atty Defts and afterwards to wit on the third day of October in the year of our Lord one thousand eight hundred and thirty seven came the plaintiffs by their aforesaid attys and filed their replication to the said plea which said replication reads in the words and figures following to wit Union Common June term 1837 and the said Simeon P. Hyde Edgar Hickok and Seth N Greenman say that they by reason of any thing by the said Egbert Lee Marvin Watson and Herman Baldwin in their plea alledged ought not to be barred from having their aforesaid action against the said Lee Baldwin and Watson because they say that they did not accept and receive the said seven Horses in full satisfaction and discharge of the said several promises or any or either of them or of the damages sustained by reason of the non performance thereof in manner and form as the said Lee Baldwin and Watson and this they pray may be enquired of by the country and the defendants do the like Pettibone & Finch attys and afterwards to wit now here to wit on the day and year first herein aforesaid came the parties by their Attorneys and submit this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do find that the said plaintiffs did not receive and accept the said seven Horses in full discharge and satisfaction of the said several promises and of the damages sustained by the said plaintiffs by reason of the non performance thereof in manner and form as the said Defendants have alledged. The Court also find the damages of the said plaintiffs by reason thereof to two hundred and forty eight Dollars and twenty three cents. Therefore it is considered by the Court that the said plaintiffs recover of the said defendants the said sum of two hundred and forty eight Dollars and twenty three cents their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended Taxed at Dollars and cents

James H. Rice Clerk

92 Brown and Hone
v
Lee Baldwin & Co

Pleas before his honor Joseph R Swan President and Robert Nelson John Porter and James Hite his associates Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of Oct in the year of our Lord one thousand eight hundred and thirty seven. Be it remembered that heretofore to wit on the second day of June in the year last aforesaid the plaintiffs sued out of the Clerks office of the Court of Common Pleas for the county aforesaid the following writ of summons which said writ of summons reads in the words and figures following to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Egyptian Lee Mains Wason and Heman Baldwin under the name and firm of Lee Baldwin & Co to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County forthwith to answer unto Richard B. Brown and John P. Hone in a plea of Assumpsit Damages $300,00 and have you then there this writ Witness R. R Swan President Judge of said Court this second day of June A.D. 1837 James H. Gee Clerk On which said writ of summons was the following endorsement and Sheriffs return to wit, Suit brought on a promisory note from Defts to Plffs for $187.71 dated May 21st 1836 due in six months from date Served by reading and delivering to each defendant a certified copy R Clark Shff and afterwards to wit on the fifth day of June in the year last aforesaid came the plaintiffs by Pettibone & Finch their attornies and filed their declaration against the said Defendants which said declaration reads in the words and figures following to wit State of Ohio Union County ss of the Term of June A.D. 1837 Egyptian Lee Heman Baldwin are summoned to answer unto Richard B. Brown and John P. Hone plaintiffs in a plea of Assumpsit and thereupon the said Brown and Hone complain of the said Lee Baldwin & Wason defendants for that whereas the said defendants heretofore to wit on the 21st day of May A.D. 1836 by the name and description of Lee Baldwin & Co at Newyork to wit at said Union County made their certain promisory note in writing bearing date the day and year aforesaid and thereby then and there promised to pay six months after date thereof to the plaintiffs by the name and discription of Messrs Brown and Hone one hundred and Eighty four ~~Dollars~~ 71/100 Dollars for value received and then and there delivered the said promisory note to the said plaintiffs by means whereof the said defendants became liable to pay to the said plaintiffs the said sum of money in said promisory note specified according to the tenor and effect of said note and being so liable said defendants in consideration thereof afterwards to wit on said 21st day of May A.D. 1836 at Newyork to wit at Union County undertook and then and there faithfully promised the said plaintiffs to pay them the said sum of money in said note specified according to the tenor and effect of said note. Nevertheless said defendants not regarding their said promises and undertakings have not paid said sum of money nor any part thereof to said plaintiffs although often requested so to do but have hitherto neglected and refused & still neglect and refuse to pay to the damage of Plaintiffs of 300. Dollars and thereupon they sue &c Pettibone & Finch attys and afterwards to wit on the twenty fourth day of June in the year of our Lord one thousand eight hundred and thirty seven came the said Defendants and by W & Lawrence their attorny filed their plea which said plea reads in the words and figures following to wit Union Common Pleas June Term 1837 and the said defendants come and defend &c and say that the said plaintiffs ought not to have their aforesaid action against them because they say that they after the making of the said several promises in the said declaration mentioned and before the commencement of this suit to wit on the first day of May in the year 1837 at the County aforesaid gave and delivered to the said plaintiffs two thousand pounds of butter in full discharge and satisfaction of the said several promises aforesaid

and of the damages which the said pla satisfaction of the by reason of the non pray Judgment William B. Da third day of Oct Replication co term 1837 And by reason of any Baldwin in the action against th they did not acce satisfaction and on of the damage in manner and they pray may and Wason do And afterwards aforesaid came upon the issue the premises do p P. Hone did of Butter in pa and of the damag and thereof in o Heman Balda the damages o five Dollars and that the said hundred and aforesaid in pon pence taken a

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and for the Coun year of our Lor that heretofore to sued out of the defendants to wi ing We comma Eli Lundy at the Court H & M. Gregory wood Gregory & them this writ June 1837 day of June their attorny declaration rea State of this Union Edward B. G

ana of the damages sustained by the plaintiffs by reason of the nonperformance thereof and which the said plaintiffs then and there received and accepted in full discharge and satisfaction of the said several promises and of the damages sustained by the plaintiffs by reason of the nonperformance thereof and this they are ready to verify Wherefore they pray Judgment and that the plaintiffs may be barred of their action aforesaid Wm. C. Lawrence Attorney for defendants. And afterwards to wit on the third day of October 1837 came the plaintiffs by their attornies and filed their Replication which reads as follows to wit. And Common Pleas June term 1837 And the said Richard B. Brown and John P. Hone say that they by reason of any thing by the said Cyprian Lee Mains Wason and Homan Baldwin in their plea alledged ought not to be barred from having their aforesaid action against the said Lee Baldwin and Wason because they say that they did not accept and receive the said two thousand pounds of butter in full satisfaction and discharge of the said several promises or any or either of them or of the damages sustained by them by reason of the non performance thereof in manner and form as the said Lee Baldwin and Wason have alledged and they pray may be enquired of by the Country and the said Lee Baldwin and Wason do the like Pettibone & Finch attys for Plffs

And afterwards to wit now here to wit on the day and year first herein aforesaid came the parties by their attornies and submit this cause to the Court upon the issue Joined between the parties and the Court being fully advised in the premises do find that the said plaintiffs Richard B Brown and John P. Hone did not receive and accept the the said two thousand pounds of butter in full discharge and satisfaction of the said several promises and of the damages sustained by the plaintiffs by reason of the nonperformance thereof in manner and form as the said defendants Cyprian Lee Homan Baldwin and Mains Wason have alledged and the Court also find the damages of the Plaintiffs by reason thereof to One hundred and ninety five Dollars and Eighty four Cents Therefore It is considered by the Court that the said Plaintiffs recover of the said Defendants the said sum of One hundred and ninety five Dollars and Eighty four Cents their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended

Dollars and Cents

Attest James H. Gill Clerk

Steward & Gregory & Co

vs

John Turner et al

Pleas before his Honor R. H. Dean President and Robert Nelson John Potter and Hanes Hale associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand Eight hundred and thirty seven. Be it remembered that heretofore to wit on the first day of June in the year last aforesaid the plaintiffs sued out of the Clerks office of said Court the following writ of Summons against the defendants to wit. State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon John Turner Foster B. Smith and Eli Lundy to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Steward & Gregory & Charles Gregory trading under the Style and firm of Steward Gregory & Co in a plea of Trespass on the case Damages $400.00 and have you then there this writ Witness R. H. Dean President of said Court this 1st day of June 1837 James H. Gill Clerk and ~~afterwards~~ to wit on the twenty third day of June in the year last aforesaid came the plaintiffs by W. C. Lawrence their attorney and filed their declaration against the said Defts which said declaration reads in the words and figures following to wit

State of Ohio Union County ss Union Common Pleas June term 1837. Steward & Gregory & Co and C. B. Gregory and Charles Gregory partners in trade under the name of

Sherwood Gregory & Co complain of John Turner Peyton B. Smith and Ed Lundy in a plea of apum pair for that whereas the said Defendants on the 21st day of January in the year 1837 at the County aforesaid made their promisory note in writing and delivered the same to the Plaintiffs and thereby promised to pay to the order of the said Plaintiffs by the name of their firm of Sherwood Gregory & Co two hundred and thirty five Dollars and 36/100 in ninety days after date thereof which period has now elapsed and the said John Peyton B. Smith & Ed Lundy then and there in consideration of the premises promised to pay the amount of the said note to the said Ormel Sherwood Edward N. Gregory and Charles Gregory by the said name of their firm of Sherwood Gregory & Co according to the tenor and effect thereof Yet the Defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the damage of the said Plaintiffs four hundred Dollars and thereupon they bring Suit &c By W. & Lawrence Atty for Plff and afterwards to wit now here to wit on the day and year first herein aforesaid came the Plaintiffs by their attorney and the said Defendants though solemnly called came not but made default Whereupon it is considered that the said Plaintiffs ought to recover their damages by reason of the premises and neither party requiring a Jury and the Court being fully advised in the premises do assess the damages of the said Plaintiffs to two hundred and forty one dollars and twenty four cents Whereupon it is considered that the said Plaintiffs recover of the said Defendants the said sum of $241.24/100 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at

Test James H. Lee Clerk

Franklin Bank
of Columbus
vs
Calvin Winget
Haynes D. Steele
John L. Norris

Pleas before his honor S. R. Swan President and Robert Nelson John Poter and James Hoge associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand eight hundred and thirty seven

Be it remembered that on the third day of October to wit the day and year last aforesaid came the Plaintiffs by G. Swan their attorney and filed their declaration against the said Defendants which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas October term 1837. The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Calvin Winget James D. Steele and John L. Norris of a plea of Capias pair For that whereas the said defendants to wit on the 2nd day of June in the year of our Lord one thousand eight hundred and thirty seven in the County aforesaid were indebted unto the Plaintiffs in the sum of Eight hundred Dollars for the price and value of goods then and there sold and delivered by the Plaintiffs to the Defendants at their request Also in the further sum of Eight hundred Dollars for work and labor then and there done and materials for the same provided by the Plaintiffs for the Defendants at their request Also in the further sum of eight hundred Dollars for so much money then and there by the Plaintiffs lent and advanced to and paid laid out and expended for the Defendants at their request Also in the further sum of Eight hundred Dollars for so much money then and there had and received by the Defendants for the use of the Plaintiffs And also in the further sum of eight hundred Dollars found to be due from the Defendants to the Plaintiffs on an account then and there stated between them And so being indebted the said Defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised

the Plaintiffs to pay the aforesaid sums of money when thereunto afterwards requested so to do Yet the said Defendants altho often afterwards requested have not paid the said several sums of money or any part thereof to the Plaintiffs but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the Plaintiffs Eight hundred Dollars and therefore they bring suit &c By G. Swan their attorney. And afterwards to wit on the day and year last aforesaid James L. Bates one of the attorneys of this Court appeared in open Court in behalf of the said Calvin Pringle James &c. Stull and John L Swain Defendants and by virtue of a warrant of attorney for that purpose waived the issuing and service of process and acknowledged that the said Defendants did assume and promise in manner and forms the said President Directors and Co of the Franklin Bank of Columbus Plaintiffs above thereby declare against them and confess that the said Plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to three hundred and thirty one dollars and forty three cents and he doth by releases all errors and right of appeal on behalf of said defendants James L. Bates Attorney for defendants and afterwards to wit on the day and year first herein aforesaid came into Court the plaintiff by G. Swan their attorney Whereupon It is considered by the Court that the Plaintiff recover of the defendants the said sum of three hundred and thirty one dollars and forty three cents their damages so confessed as aforesaid also their costs in this behalf expended taxed to Dollars and cents and all error is released and all right and benefit of appeal waived by said defendants

Test James H. Dee Clerk

Franklin Bank
of Columbus
v
Stephen M Lain
Calvin Pringle &
Silas L Strong

Pleas before his Honor S. H Swan President and Robert Nelson John Porter and James Hoge Associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand eight hundred and thirty seven

Be it remembered that on the day and year last aforesaid came the Plaintiffs by G. Swan their attorney and filed their declaration against the said defendants which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas October Term 1837
The President Directors and Co of the Franklin Bank of Columbus Plaintiffs in this suit complain of Stephen M Lain Calvin Pringle and + Silas L. Strong defendants in this suit of a plea of assumpsit &c For that whereas the said Defendants to wit on the 3d day of June in the year of our Lord one thousand eight hundred and thirty seven in the County aforesaid were indebted unto the plaintiffs in the sum of Seven hundred Dollars for the price and value of goods then and there sold and delivered by the Plaintiffs to the Defendants at their request also in the further sum of Seven hundred Dollars for work and labor then and there done and materials for the same provided by the plaintiffs for the Defendants at their request also in the further sum of Seven hundred Dollars for so much money then and there by Plaintiffs lent and advanced to and paid said at and expended for the Defendants at their request Also in the further sum of Seven hundred Dollars for so much money then and there had and received by the Defendants for the use of the Plaintiffs and also in the further sum of Seven hundred Dollars found to be due from the ~~plaintiffs~~ Defendants to the Plaintiffs on an account then and there stated between them and so being indebted the said Defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised to pay the plaintiffs the aforesaid sums of money

when thereunto afterwards thereunto requested so to do Yet the said defendants although afterwards requested so to do have not paid the said several sums of money or any part thereof to the Plaintiffs but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the Plaintiffs Seven hundred Dollars and therefore they Bring suit &c By G. Swan their atty And afterwards to wit on the same day and year last aforesaid James L. Bates one of the attorneys of this Court appeared in open Court in behalf of Stephen McLain Calvin Conget and Silas G Strong Defendants and by virtue of a warrant of attorney for that purpose waived the issuing and service of process and acknowledged that the said Defendants did assume and promise in manner and form as the said The President Directors and Co of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them and confessed that the said Plaintiffs have sustained damage by reason of the non performance of the said promises and assumptions aforesaid to three hundred and seventy eight Dollars and he thereby released all errors and right and benefit of appeal on behalf of said Defendants James L Bates Attorney for Defendants And afterwards to wit another day and year first herein aforesaid came the Plaintiffs by G. Swan their attorney. and it is considered by the Court that the said Plaintiffs recover of the Defendants the said sum of $378,00 their damages so as aforesaid confessed and also their costs in this behalf expended taxed at Dollars and cents and all error is released and all right and benefit of appeal waived by said defendants Attest James H. Gill Clerk

Franklin Bank of Columbus
v
Ambrose Meeker Sam Clark & Alex Pollock

Be it remembered that on the 3d Monday of October in the year of our Lord one thousand eight hundred and thirty seven This day before his Honor D. R. Swan President and Robert Shelton John Porter and James Hill associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of October in the year of our Lord One thousand eight hundred and thirty seven

aforesaid came the Plaintiffs by G. Swan their attorney and filed their declaration against the Defendants which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas October Term 1837 The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Ambrose Meeker Sam Clark and Alexander Pollock defendants in this of a plea of Assumpsit For that whereas the said defendants to wit on the 3d day of June in the year of our Lord one thousand eight hundred and thirty seven in the County aforesaid were indebted unto the Plaintiffs in the sum of Six hundred Dollars for the price and value of goods wares and merchandizes by the Plaintiffs to the defendants at their request also in the further sum of Six hundred Dollars for work and labor then and there done and materials for the same provided by the Plaintiffs for the Defendants at their request also in the further sum of Six hundred Dollars for so much money then and there by the Plaintiffs lent and advanced to and paid said and expended for the Defendants at their request also in the further sum of Six hundred Dollars for so much money then and there had and received by the Defendants for the use of the Plaintiffs and also in the further sum of six hundred Dollars found to be due from the Defendants to the Plaintiffs on an account then and there stated between them and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the Plaintiffs to pay the aforesaid sums of money when thereunto afterwards

requested so to do But the said defendants although often afterwards requested have not paid the said several sums of money or any part thereof to Plaintiffs but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the Plaintiffs Six thousand Dollars and therefore they Bring suit By G Swan their attorney and afterwards to wit on the same day and year first herein aforesaid came in to court the Plaintiffs by G. Swan their attorney and filed their declaration against the said Defendants. and thereupon James L. Bates one of the attorneys of this court appeared in open court in behalf of the said Defendants and waived the issuing and service of Process and acknowledged that the said Defendants did assume and promise in manner and form as the said Plaintiffs have in their declaration alleged against them and confessed that the said Plaintiffs have sustained damage by reason thereof To three hundred and twenty one Dollars Therefore it is considered that the Plaintiffs recover of the Defendants the said sum of $ 321.00 their damages by confession aforesaid and also their costs in this behalf expended taxed to Seven Dollars and 11¢ cents and all error is released and all right and benefit of appeal waived by the said Defendants. Attest James H. Gill Clerk

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

Pleas before his Honor S. R. Sawyer President and Robert Nelson Sylvester Porter and James Hill associates Judges of the Court of Common Pleas within and for the County of Ashtabula and State of Ohio on the third day of October in the year of our Lord one thousand eight hundred and thirty Seven, Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiffs by G. Swan their Attorney and filed their declaration against the defendants which said declaration reads in the words and figures following to wit The State of Ohio Ashtabula County ss. Court of Common Pleas October term 1837 The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Hezekiah Bates Peyton B. Smith and Alexander Pollock Defendants in this suit of a Plea of trespass on the case &c For that whereas the said defendants to wit on the 30 day of June in the year of our Lord one thousand eight hundred and thirty Seven in the County aforesaid were indebted unto the Plaintiffs in the sum of Two thousand Dollars for the price and value of goods then and there sold and delivered by Plaintiffs to the Defendants at their request also in the further sum of two hundred Dollars for work and labor then and there done and materials for the same provided by the Plaintiffs for the Defendants at their request also in the further sum of Two hundred Dollars for so much money then and there by the Plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request also in the further sum of two hundred Dollars for so much money then and there received by the defendants for the use of the Plaintiffs and also in the further sum of two hundred Dollars found to be due from the defendants to the Plaintiffs on an account then and there stated between them. and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the Plaintiffs to pay the aforesaid sums of money when thereunto afterwards requested so to do Yet the said defendants although often afterwards requested have not paid the said several sums of money or any part thereof to the Plaintiffs but have hitherto wholly neglected and refused so to do

and stand do neglect and refuse to the damage of the Plaintiffs Two hundred Dollars and therefore they bring suit By G Swan their attorney and afterwards to wit on the day and year last aforesaid came James L. Bates one of the attorneys of this court and in open court in behalf of the said Hezekiah Bates Royston B. Smith and Allen Pollock defendants by virtue of a warrant of attorney for that purpose waived the issuing and service of process and acknowledged that the said defendants did assume and promise in manner and form as the said The President Directors and Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them and confessed that the said Plaintiffs have sustained damages by reason of the non performance of the promises and assumptions aforesaid to one hundred & five Dollars and eighty five cents and do hereby release all errors and right and benefit of appeal on behalf of said Defendants. James Bates attorney for Defendants, and afterwards to wit on the day and year first herein aforesaid came the Plaintiffs by G. Swan their attorney and filed their declaration against the said defendants and thereupon James L. Bates one of the attorneys of this court appeared in open court in behalf of said defendants and having waived the issuing and service of process and having acknowledged and confessed as aforesaid &c It is therefore considered that the said Plaintiffs recover of the said defendants the said sum of $ 105,85 their damages so confessed as aforesaid and also their costs in this behalf expended taxed to Dollars and cents and all error is released and all right and benefit of appeal waived by said Defendants

attest James L. Bates Clerk

J. J. Swan

Clinton Bank of Columbus
v
Silas G Strong
Mains Wason
Cyprian Lee &
Stephen McLain

Pleas before his Honor L. R. Swan President and Robert Nelson John Potter and James Vice Associate Judges of the Court of Common Pleas within the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand eight hundred and thirty seven Be it remembered that on the day and year last aforesaid came the Plaintiffs by Swayne and Bates their attorneys and filed their declaration against the defendants which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas October term A.D. 1837 The President Directors & Co of the Clinton Bank of Columbus complain of Silas G. Strong Mains Wason Cyprian Lee and Stephen McLain in a plea of assumpsit for that whereas the said Defendants on the thirtieth day of March A.D. 1837 at the County aforesaid made their bill of Exchange in writing and ancient to the same & R. D. Wharton New York and thereby required the said R. D. Wharton to pay to the order of the Plaintiffs at the Phenix Bank of New York twelve hundred dollars ninety days after the date thereof which period has now elapsed and then and there delivered the same to the said Plaintiffs and the said R. D. Wharton did not pay said bill although the same was presented at the said Phenix Bank of New York for payment when it became due of all which the said defendants then and there had due notice and also for that the defendants on the first day of January A.D. 1837 at the County aforesaid was indebted to the plaintiffs in five thousand Dollars for money then and there lent by the Plaintiffs to the Defendants at their request and in five thousand Dollars for money then and there paid by the Plaintiffs for the use of the Defendants at their request and in five thousand Dollars for money then and there received by the Defendants for the use of the Plaintiffs and in five thousand Dollars for money found to be due from the Defendants to the Plaintiffs on an account then and there stated between them

and the Defendants County aforesaid in sundry sums of money &c they have disregarded or any part thereof. Dollars and therefore the and afterwards to wit said attorneys and filed the Silas G. Strong in the State of Ohio and in case of the nonappearance and appearance of record of the State of Ohio and appear to the said Directors and Company and each of us in favor Columbus at any time with interest thereon after protested bills of exchange tion of the United States and our said attorney and empowered for us in the Judgments and whatsoever may errors and right and any other attorney as 183[illegible] Signed Sealed &c And aforesaid to wit the Plaintiffs by James and thereupon Sanford of said Defendants and ants did assume and pay ed against them and reason thereof to the said plaintiffs recover and also their costs and And all error is

The President &c of the Clinton B

v

Silas G. Strong and Ransom

hundred and thirty came the President their attorney and declaration reads in Court of Common Clinton Bank of Col a plea of assumpsit at the County aforesaid I Wharton New York the Plaintiffs at

and the Defendants aforesaid to wit on the day and year last aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said several sums of money in this Count mentioned to the Plaintiffs on request Yet they have disregarded their said promises and have not paid any of said moneys or any part thereof. all which is to the damage of the said Plaintiffs ten thousand Dollars and therefore they sue &c Swayne & Bates attorneys for Plaintiff

Ans afterwards to wit on the same day and year last aforesaid the said Plaintiffs by their said attorneys and filed the following Warrant of attorney to wit Be now all men by these presents that we Silas G. Strong Mains Mason Cyprian Lee and Stephen McLain of the County of Union in the State of Ohio and each of us do hereby dispense with Protest and notice to us and each of us in case of the nonacceptance or nonpayment of the above Bill of exchange and do hereby nominate and appoint James L. Bates attorney at law or any other attorney at law of any of the Courts of record of the State of Ohio to appear for us and each of us in any court of record of the State of Ohio and appear to a declaration or declarations against us and each of us in favor of the President Directors and Company of the Clinton Bank of Columbus and each of us in favor of the said President Directors and Company of the Clinton Bank of Columbus at any time after the thirteenth day of June next for the sum of Twelve hundred Dollars with interest thereon after said last mentioned date and also the damages thereon allowed by law on protested bills of exchange drawn on any persons or persons or body corporate within the jurisdiction of the United States and without the Jurisdiction of the State of Ohio and also for costs of suit and our said attorney or any other attorny of the Courts of record aforesaid is hereby authorized and empowered for us and each of us to release all errors and all right and benefit of appeal in the Judgments or Judgment aforesaid to be by him confessed And for doing all these things and whatsoever may be necessary and proper for confessing Judgments as aforesaid releasing errors and right and Benefit of appeal this shall be a sufficient warrant to our said attorney or any other attorney as aforesaid Witness our hands and seals this thirteenth day of June 1837 Signed Sealed & Delivered Silas G. Strong Mains Mason Cyprian Lee and Stephen McLain

And afterwards to wit now here to wit on the day and year first herein aforesaid came into Court the Plaintiffs by James L. Bates their Counsel and filed their declaration against the said Defendants and thereupon Samuel Brush one of the attorneys of this Court appeared in open Court in behalf of said Defendants and waived the issuing and service of process and acknowledged that the Defendants did assume and promise in manner and form as the said Plaintiffs have in their declaration alleged against them and confessed that the said Plaintiffs have sustained damages by reason thereof to twelve hundred and Eighteen & 50/ per Dollars. It is therefore considered that the said plaintiffs recover of the said defendants the said sum of $ 1218.50 their damages by confession aforesaid and also their costs in this behalf expended taxed to Dollars and cents

And all error is released and all right and Benefit of Appeal is waived by the said Defendants

Attest James A. Gee Clerk

The President Directors & Company of the Clinton Bank of Columbus

v

Silas G. Strong Stephen McLain and Ransom Clark

Pleas before his Honor R. R. Swan President and Robert Nelson John Porter and James Rice Associate Judges of the Court of Common Pleas within and for the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand eight hundred and thirty seven Be it remembered that on the day and year last aforesaid came the President Directors & Company of Clinton Bank of Columbus by J. L. Bates their attorny and filed their declaration against the said Defendants in this suit which said declaration reads in the words and figures following to wit. State of Ohio Union County ss Court of Common Pleas October term A.D. 1837 The President Directors and Company of the Clinton Bank of Columbus complain of Silas G. Strong Stephen McLain and Ransom Clark in a plea of assumpsit for that whereas the said Defendants on the thirtieth day of March A.D 1837 at the County aforesaid made their Bill of exchange in writing and directed the same to R. J. Wheaton New York and thereby required the said R. J. Wheaton to pay to the order of the Plaintiffs at the Phenix Bank New York One thousand Dollars ninety days

after the date thereof which period has now elapsed and then and there deliverea the same to the Plaintiffs And the said R. J. Atherton Newyork did not pay said bill Although was presented at the said Phenix Bank New York for payment on the day when it became due of all which the defendants then and there had due notice And also for that the defendants on the first day of January A.D. 1837 at the County aforesaid were indebted to the Plaintiffs in five thousand dollars for money then and there lent by the Plaintiffs to the defendants at their request and in five thousand Dollars for money then and there paid by the Plaintiffs for the use of the defendants at their request and in five thousand dollars for money then and there received by the Defendants for the use of the Plaintiffs And in five thousand Dollars for money found to be due from Defendants to the Plaintiffs on an account then and there stated between them And the Defendants afterwards to wit On the day and year last aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said several sums of money in this count mentioned to the Plaintiffs on request Yet they have disregarded their said promises and have not paid any of said moneys or any part thereof all which is to the damage of the said plaintiffs Two thousand Dollars and therefore they sue Swayne & Bates Attys for Plffs

And on the same day and year last aforesaid the said plaintiffs by their said Attorneys filed herein the following warrant of Attorney which reads to wit Know all men by these presents that we Silas G Strong Ransom Clark and Stephen McLain of the County of Union and State of Ohio and each of us do hereby dispense with process and notice to us and each of us in case of the non acceptance or non payment of the above bill of exchange and do hereby nominate and appoint James L. Bates Attorney at Law or any other Attorney at Law of any of the Courts of Record of the State of Ohio to appear for us and each of us in any Court of Record of the State of Ohio and appear to a declaration or declarations against us and each of us in favor of the President Directors and Company of the Clinton Bank of Columbus and to confess Judgment against us and each of us in favor of the said President Directors and Company of the Clinton Bank of Columbus at any time after the thirtieth day of June next for the sum of one thousand Dollars with interest thereon after the date last mentioned date and also the damages thereon allowed by law on protested Bills of exchange drawn on any person or persons or body corporate within the Jurisdiction of the United States and without the Jurisdiction of the State of Ohio and also for costs of suit And one said Attorney or any other Attorney of the Courts of record aforesaid is hereby authorized and empowered for us and each of us to release all error and all right and benefit of appeal in the Judgment or Judgments aforesaid to be by him confessed And for doing all these things And whatsoever may be necessary and proper for confessing Judgments as aforesaid releasing errors and right and benefit of appeal this shall be a sufficient warrant to one said Attorney or any other attorney as aforesaid Witness our hands and seals this thirtieth day of March 1837 Signed Silas G Strong (seal) Stephen McLain (seal) Ransom Clark (seal) And afterwards to wit on the day and year first herein aforesaid came into Court the President Directors & Company of the Clinton Bank of Columbus by James L. Bates their attorney and filed their Declaration against the said Silas G Strong Stephen McLain and Ransom Clark and thereupon Samuel Bausk one of the Attorneys of this Court appears in open Court in behalf of the said Silas G. Strong Stephen McLain and Ransom Clark by virtue of a warrant of attorney for that purpose executed by the said Silas G. Strong Stephen McLain & Ransom Clark & now produced in open Court and duly proved and which the Spring & service of process and acknowledge that the said Silas G Strong Stephen McLain & Ransom Clark did agree and promise in manner and form and as the said President Directors & Company of the Clinton Bank of Columbus have in their said declaration alleged against them And confess that the said President Directors and Company of the Clinton Bank of Columbus have sustained damages by reason thereof to the sum of one thousand and fifteen Dollars and thirty cents Therefore it is considered that the said President Directors and Company of the Clinton Bank of Columbus recover of the said Silas G. Strong Stephen McLain and Ransom Clark the said sum of one thousand and fifteen Dollars and thirty cents their damages so confessed as aforesaid and also their costs in this behalf expended taxed to Dollars and Cents And by virtue of said warrant of attorney all error is released and all right and benefit of appeal waived by said Defts

attest James L. Bates Clerk

The President Directors & Company
of the Clinton Bank of Columbus

v

Stephen McLain Silas G. Strong
and Alexander Pollock

Pleas before the Honorable R. Swan President and Robert
Nelson John Porter and James Hill Associate Judges of
the Court of Common Pleas within and for the County
of Union and State of Ohio in the third day of October in
the year of our Lord one thousand eight hundred and
thirty seven. Be it remembered that on the day
and year last aforesaid came the Plaintiffs by
James L. Bates their attorney and filed their declaration against the said defendants which
said declaration reads in the words and figures following to wit State of Ohio Union
County ss Court of Common Pleas October Term A.D. 1837 The President Directors &
Company of the Clinton Bank of Columbus complain of Stephen McLain Silas G. Strong and
Alexander Pollock in a plea of Assumpsit for that whereas the said defendants on the twenty
ninth day of March A.D. 1837 at the County aforesaid made their bill of exchange in writing and
directed the same to R.J. Wharton Newyork and thereby required the said R.J. Wharton
to pay to the order of J. Delafield Jr Cashr at the Phenix Bank newyork eight hundred
dollars ninety days after the date thereof (which period has now elapsed) and and there
delivered the same to the said J. Delafield Jr Cashr and the said J. Delafield Jr Cashr
then and there endorsed the same to the plaintiffs and the said R J Wharton
did not pay said bill although the same was presented at the said Phenix Bank of Newyork
for payment when it became due of-the which the said defendants then and had due
notice and also for that whereas the defendants on the first day of January A.D. 1837
at the County aforesaid were indebted to the plaintiffs in five thousands Dollars
for money then and there lent by the plaintiffs to the Defendants at their request
and in five thousand Dollars for money then and there paid by the plaintiffs for
the use of the defendants at their request and in five thousand Dollars for money
then and there received by the Defendants for the use of the Plaintiffs and in
five thousand Dollars for money found to be due from the Defendants to the Plain
tiffs on an account then and there stated between them and the Defendants there
and then afterwards to wit on the day and year last aforesaid at the County
aforesaid in consideration of the premises promised to pay the said several sums
of money in this count mentioned to the plaintiffs on request yet they have
disregarded their promises and have not paid any of said moneys or any part
thereof all which is to the damages of the said plaintiffs two thousand Dollars
and therefore they sue &c Swayne & Bates attorneys for Plaintiffs And afterwards to wit on the same day and year last aforesaid the said James L. Bates filed
his warrant of Attorney which said warrant of attorney reads in the words
and figures following to wit Know all men by these presents that we Stephen
McLain and Silas G. Strong and Alexander Pollock of the County of Union and State of
Ohio and each of us do hereby dispense with process and notice to us and each of us in
case of the non acceptance or non payment of the above Bill of exchange and do hereby nom-
inate & appoint James L. Bates attorney at law or any other attorney at law of any of
the Courts of record of the State of Ohio to appear for us and each of us in any Court of
record of the State of Ohio and appear to a declaration or declarations against us and
each of us in favor of the President Directors & Company of the Clinton Bank
of Columbus at any time after the twenty ninth day of June next for the sum of
eight hundred Dollars with interest thereon and also the damages thereon allowed by law
on protested Bills of exchange drawn on any person or persons or body corporate within
the Jurisdiction of the United States and without the Jurisdiction of the State of Ohio
and also for costs of suit and one our said Attorney or any other attorney of the Courts
of record aforesaid is hereby authorized and empowered for us and each of us to release
all errors and all right and benefit of appeal in the Judgment or Judgments aforesaid
to be by him confessed and for doing all these things and whatsoever may be nec-
essary and proper for confessing Judgments as aforesaid releasing all errors and right and Ben-
efit of appeal this shall be a full warrant to our said attorney or any other attorney as aforesaid
Witness our hands and seals this 29 twenty ninth day of March A.D. 1837 Signed

Stephen McLain [Seal] vs Silas G. Strong & [Seal] A. Pollock [Seal]

And afterwards to wit now here to wit on the day and year first herein aforesaid came into Court the Plaintiffs by James H. Bates their counsel and filed their declaration against the said Defendants And Samuel Brush one of the Attorneys of this Court appearing in open Court in behalf of said Defendants and by virtue of a warrant of attorney for that purpose executed by the Defendants and now produced in open Court and duly proved waived the issuing and service of process And acknowledged the said Defendants did assume and promise in manner and form as the said Plaintiffs in their said declaration have alledged against them and confessed that the said Plaintiffs have sustained damages by reason thereof to Seven hundred and One Dollars and Seventy cents Therefore it is considered that the said Plaintiffs recover of the said Defendants the said sum of Seven hundred and One Dollars & Seventy cents their damages so confessed as aforesaid and also their costs in this behalf expended taxed Dollars and Cents and by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived by said Defendants

Attest James H. Gill Clerk

The President Directors & Company of the Clinton Bank of Columbus

v

George T. Trees Joseph Choffee & Guy Stephens

Pleas before his Honor M. Swan President and Isaac Robert Nelson John Poter and James Rice Associate Judges of the Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio began and held on the third day of October in the year of our Lord one thousand eight hundred and thirty seven. Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiffs by Swayne and Bates their attys and filed their declaration against the said Defendants which said Declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas October term AD 1837. The President Directors and Company of the Clinton Bank of Columbus complain of George T. Trees Joseph Choffee & Guy Stevens in a plea of assumpsit for that whereas the said defendants on the first day of April AD. 1837 at the County aforesaid made their Bill of exchange in writing and directed the same to J. Delafield Esqr New York and thereby required the said J. Delafield New York to pay to the order of J. Delafield Jr Cashr of the Phenix Bank Newyork fifteen hundred Dollars ninety days after date thereof which period has now elapsed and then and there delivered the same to the said J. Delafield Jr Cashr and the said J. Delafield Jr Cashr then and there endorsed the same to the plaintiffs and the said J. Delafield Esqr did not pay said bill although the same was presented at the said Phenix Bank Newyork for payment on the day when it became due Of all which the said Defendants then and there had due notice And also for that the Defendants on the first day of January AD. 1837 at the County aforesaid was indebted to the Plaintiff in five thousand Dollars for money then and there lent by the Plaintiff to the Defendants at their request and in five thousand Dollars for money then and there paid by the plaintiffs for the use of the Defendants at their request And in five thousand Dollars for money then and there received by Defendants for the use of the plaintiffs And in five thousand Dollars for money then and there found to be due from the Defendants to the plaintiffs on an account then and there stated between them and the Defendants afterwards to wit on the day and year last aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said several sums of money in this count mentioned to the plaintiffs on request yet they have disregarded their said promises and have not paid any of said moneys or any part thereof all which is to the damage of said Plaintiffs two thousand Dollars and therefore they sue &c Swayne & Bates Atty for Plffs And afterwards to wit on the day and year last aforesaid the said Plaintiffs by their said attorneys filed their warrant of attorney which reads as follows to wit

Know all men by these presents that we George T. Trees and Joseph Choffee of

Crawford County a
of us do hereby dis
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and appoint M. S.
the Courts of record
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of us in favor of the
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Signed George T.
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Joseph Choffee
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their attorneys and
declaration reads
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and Company
Daniel Smith
whereas the said
aforesaid made the
Esqr New York and
unto J. J. Delafield
days after the date
the same to J. D
endorsed the same

Crawford County and Guy Stevens of the County of Seneca in the state of Ohio and each of us do hereby dispense with protest and notice to us and each of us in case of the nonacceptance or nonpayment of the above bill of exchange and do hereby nominate and appoint A. H. Swayne attorney at law or any other attorney at law of any of the Courts of record of the State of Ohio to appear for us and each of us in any Court of record of the state of Ohio and appear to a declaration or declarations against us and each of us in favor of the President Directors and Company of the Clinton Bank of Columbus and to confess Judgment against us and each of us in favor of the said President Directors and Company of the Clinton Bank of Columbus at any time after the first day of July next for the sum of fifteen hundred Dollars with interest thereon after Date last mentioned date and also the damages thereon allowed by Law on protested bills of exchange drawn on any person or persons or body corporate within the Jurisdiction of the United States and without the Jurisdiction of the State of Ohio and also for costs of suit. And our said Attorney or any other attorney of the Courts of record aforesaid is hereby authorized and empowered for us and each of us to release all errors and all right and benefit of appeal in the Judgment or Judgments aforesaid to be by him confessed and for doing all these things and whatsoever may be necessary and proper for confessing Judgments as aforesaid releasing errors and right and benefit of appeal this shall be a full warrant to our said Attorney or any other attorney as aforesaid Witness our hands and seals this first day of April 1837

Signed George T. Innes [Seal] Joseph Chaffe [Seal] Guy Stevens [Seal]

Be it remembered that heretofore to wit on the day and year first herein aforesaid came into Court the Plaintiffs by James L. Bates their counsel and filed their declaration against the said Defendants and thereupon Samuel Brush one of the Attorneys of this Court appeared in open Court in behalf of said Defendants and waived the issuing and service of process and acknowledged that the said Defendants did assume and promise in manner and form as the said Plaintiffs have in their declaration alleged against them and confessed that the said Plaintiffs have sustained damages by reason thereof to Sixteen hundred and five Dollars and seventy five cents. Therefore it is considered that the said Plaintiffs recover of the said Defendants the said sum of $1605.75/100 their damages so confessed as aforesaid and also their costs in this behalf expended and the said Defendants in mercy &c

Dollars and Cents and all error is released and all right and benefit of appeal waived by said Defendants

Attest James A. Gee Clerk

The President Directors and Company of the Clinton Bank of Columbus vs Joseph Chaffe Daniel Smith William Ritchey and Ira Aikin

Pleas before his Honor J. R. Swan President and Robert Nelson John Bates and James Noble Associate Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the third day of October in the year of our Lord one thousand eight hundred and thirty seven. Be it remembered that heretofore to wit on the day and year last aforesaid came the plaintiffs by Swayne & Bates their attorneys and filed their declaration against the said Defendants which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas Oct Term A.D. 1837 The President Directors and Company of the Clinton Bank of Columbus complain of Joseph Chaffe Daniel Smith William Ritchey and Ira Aikin in a plea of assumpsit for that whereas the said Defendants on the ninth day of April A.D. 1837 at the County aforesaid made their bill of exchange in writing and directed the same to J. Delafield Esqr New York and thereby required the said J. Delafield Esqr New York to pay to the order of J. Delafield Jr Cash at the Phenix Bank of New York fifteen hundred Dollars ninety days after the date thereof (which period has now elapsed) and then and there delivered the same to J. Delafield Jr cashr and the said J. Delafield Jr cashr then and there endorsed the same to the plaintiffs and the said J. Delafield Esqr did not pay said

Bill although the same was presented at the said Phenix Bank New york for payment on the day when it became due of all which the said Defendants thereafter had due notice And also for that the Defendants on the first day of January A.D. 1837 at the County aforesaid were indebted to the plaintiffs in five thousand Dollars for money then and there lent by the plaintiffs to the Defendants at their request and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request, and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs and in five thousand dollars for money found to be due from to the plaintiffs on an account then and there stated between them and the defendants afterwards to wit on the day and year last aforesaid in consideration of the premises then and there promised to pay the said several sums of money in this count mentioned to the plaintiffs on request yet they have disregarded their said promises and have not paid any of said moneys or any part thereof all which is to the damage of the said plaintiffs two thousand dollars and therefor they sue &c Swayne & Bates atty's for Pltffs

Know all men by these presents that afterwards to wit on the day and year last aforesaid the said plaintiffs by their said attorneys filed their warrant of attorney which said warrant of attorney reads in the words and figures following to wit Know all men by these presents that we Joseph Cheffe Ira Akin William Ritchey and Daniel Smith of Crawford County in the State of Ohio and each of us do hereby dispense with notice and notice to us and each of us in case of the non acceptance or non payment of the above bill of exchange and do hereby nominate and appoint N. K. Swayne attorney at law or any other attorney at law of any of the Courts of record of the State of Ohio to appear for us and each of us in any Court of record of the State of Ohio and appear for us and each of us to a declaration or declarations against us and each of us in favor of the President Directors and Company of the Clinton Bank of Columbus and to confess Judgment against us and each of us in favor of the said President Directors and Company of the Clinton Bank of Columbus at any time after the ninth day of July next for the sum of fifteen hundred dollars with interest thereon after said last mentioned date and also the damages thereon allowed by law on protested bills of exchange drawn on any person or persons or body corporate within the Jurisdiction of the United States and out of the Jurisdiction of the State of Ohio and also for costs of suit And our said attorney or any other attorney of the courts of record aforesaid is hereby authorized and empowered for us and each of us to release all errors and all right and benefit of appeal in the Judgment or Judgments aforesaid to be by him confessed And for doing all these things and whatsoever may be necessary and proper to confessing Judgments as aforesaid releasing errors and right and benefit of appeal this shall be a full warrant to our said attorney or any other attorney as aforesaid Witness our hands and seals this ninth day of April 1837

Joseph Cheffe {Seal}
Daniel Smith {Seal}
Wm Ritchey {Seal}
Ira Akin {Seal}

And afterwards to wit now here to wit on the day and year first herein aforesaid come into Court the Plaintiffs by James L. Bates their counsel and filed their declaration against the said Defendants and thereupon Samuel Brush one of the attorneys of this court appeared in open court in behalf of said defendants and waived the issuing and service of process and acknowledged that the said defendants did assume and promise in manner and form as the said plaintiffs in their declaration have alleged against them and confessed that the said Plaintiffs have sustained damage by reason thereof to sixteen hundred and eleven dollars and fifty cents Therefore it is considered that the Plaintiffs recover of the Defendants the said sum of $1611.50/100

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benefit of appeal

The President and
Ambarse Bates
v
John and James

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particular description
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State of Ohio And
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This defendant
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their damages to confisse as aforesaid and also their costs in this behalf expended taxed to Dollars and Cents and all error is released and all rights and benefit of appeal waived by said Defendants

Test James H. Bice Clerk

The President and Directors of the
Urbana Banking Company
v
John and James Turner

Thus before his Honor J.R. Swan President and Robert Wilson John Porter and James Hall Associate Judges of the Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union on the first Monday in October in the year of our Lord one thousand eight hundred and thirty seven — Be it remembered that heretofore to wit on the second day of April in the year last aforesaid came the Plaintiffs by John H. James their Attorney and filed their Bill in Chancery which said Bill made in the words and figures following to wit To the Court of Common Pleas of Union County Ohio The petition of the President and Directors of the Urbana Banking Company shows that they have recovered Judgment on the (case) side of this court as of March term 1837 for the sum of four hundred and thirty nine dollars 15/100 against John Turner and James Turner since on execution of which there has been returned nulla bona as to part of the debt and the petitioners charge that the Defendants have no property liable to execution by which their debt can be satisfied but that they have a mortgage on certain lots in the Town of Marysville known by their numbers as No 584 No 57 to secure a debt of four hundred Dollars due them by Thomas Sears and for a more particular description of the mortgaged premises your petitioners refer to a copy of the mortgage filed herewith The said debt is due by the mortgage in six months from the 17th day of April 1837 the said Defendants have also some equitable interest in a lease of lots No 57 in said Town and in a house thereon situate which is in some way vested in them your petitioners being without remedy at law pray that the said John Turner & James Turner and the said Thomas Sears may be made defendants here to and that they may file the original mortgage in this court and in their answer set forth the amount due thereon and that the said John and James Turner may set forth the nature and extent of their interest in the lease and house on said lot No 57 and on hearing of the cause your honors will decree the said mortgage money to be paid to the complainants to satisfy the Judgment aforesaid or that the property may be sold and that the said lease hold may be also brought to sale to satisfy the debt aforesaid if necessary John H. James Sol and afterwards to wit on the same day and year last aforesaid the following writ of summons issued against the said Defts to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summons John Turner James Turner and Thomas Sears to appear before our Court of Common Pleas of the County of Union at the Court House in said County on the first day of June next to answer a petition in chancery exhibited against them by the President and Directors of the Urbana Banking Co and this they shall omit under the penalty of one thousand Dollars and have you then there this writ Witness J.R. Swan President Judge of our Court of Common Pleas aforesaid this 17th day of April A.D. 1837 James H. Bice Clerk

And afterwards to wit on the first day of July in the year last aforesaid came the Defendant Thomas Sears by Cable his attorney and filed his answer separate to the foregoing Bill which said answer reads in the words and figures following to wit State of Ohio Union County ss Union Common Pleas June term 1837

The separate answer of Thomas Sears one of the Defendants to a bill in chancery exhibited against himself and others by the Urbana Banking company complainants This defendant now comes and for answer to the complainants said bill says the mortgage in the complainants said Bill mentioned is not at this time in existence this Defn having before the same the said mortgage having at first only been executed by this defendant for the purpose of securing the Premises

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covered by said mortgage to the mortgagees John and James Turner and one Andrew McCadow and not for the purpose of securing a debt owing from the defendant to the said mortgagees for he was not at all indebted to them this Defendant merely held the said property as a trustee for the said mortgagees and gave them the said mortgage for the purpose of securing said property to them and when he lifted said mortgage he this defendant surrendered up all his claim to and interest in said premises to the said mortgagees and at this time he this defendant claims no interest whatever in the said property and having this fully answered he prays to be dismissed with his costs &c P.B. Cole Solpo Dept

The State of Ohio Union County ss. I Thomas Sears being duly sworn deposeth and say that all the matters and things which are stated in the foregoing answer I believe to be true

Thos Sears

Sworn to and subscribed before me this 12 day of July 1837 Ira Wood J.P.

and afterwards to wit on the day and year first herein aforesaid This cause coming on to be heard on the bill and answer of the defendant Thomas Sears and the defendants John and James Turner having failed to plead answer or demur to the bill of complaint of the complainants The Court do proceed judge and decree that the Defendant Thomas Sears do convey to the said John and James Turner by deed of general release such claim all his interest to Lot No fifty eight and fifty nine in the town of Marysville described in complainants bill and that the complainants pay to the Defendant Thomas Sears his costs in this behalf expended and the Court do further order adjudge and decree that the equitable interest held by the defendants John and James Turner to No fifty seven in the town of Marysville together with the buildings thereon with Lots No fifty eight and fifty nine be sold on execution to be issued on the Judgment at law mentioned in the complainants Bill and that the Defendants John and James Turner pay to the complainants their costs and charges in this behalf expended within thirty days or that in default thereof that execution issue therefor as in Judgments at law

Attest James H. Gill Clerk

Gustavus Swan
William M. Kapson
&
William Gabriel Sen
et als

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 thirty seven before his Honor S.R. Swan Resident and Robert Nelson John Foster and James Hill Associate Judges of said Court the foregoing cause was heard and determined upon the Bill answers and exhibits. Whereupon to wit on the ninth day of March in the year of our Lord one thousand eight hundred and thirty six came the Plaintiffs by Starling and Gilbert their attorneys and filed their Bill in Chancery against the Defendants which said bill reads in the words and figures following to wit

State of Ohio Union County ss Court of Common Pleas March term A.D. 1836

To the Honorable the Judges of the said Court sitting as a Court of Chancery Humbly complaining showeth unto your Honors your orator Gustavus Swan of the County of Franklin and State of Ohio. and your orator William M. Kapson also of the County of Franklin and State of Ohio. That some time since to wit at the August Term of this Court A.D. 1834. your orator Gustavus Swan in a suit at law brought in his name recovered a Judgment against one William Gabriel for the sum of eight hundred and sixty eight Dollars — cents damages and ten Dollars thirty one cents costs of suit and that your orator William M. Kapson heretofore to wit at the November Term of this Court A.D. 1834 also recovered a judgment at law against said William Gabriel for the sum of ten hundred and forty nine Dollars and forty three cents

and forty three cents Damages and Ten Dollars 68 cents costs of suit and your orators
aver that said Judgments were obtained upon notes of hand executed by one Elias
Gabriel and by said William Gabriel Jr jointly. the consideration of which said notes
was the indebtedness of said Elias to your orators, and that said William Gabriel
signed as security for said Elias. That prior to the opening of process in the actions
aforesaid in which your orators aforesaid obtained the Judgments aforesaid the said
Elias Gabriel whom your orators now to have been the son of said William died
and your orators further show unto your Honors that prior to the death of said
Elias he the said Elias assigned and conveyed to his said father William
Gabriel a large amount of property of some description or other but what
property or to what amount your orators cannot with precision state, but your
orators aver that the property so conveyed as aforesaid by said Elias to said William
Gabriel was in trust that the said William should out of said property pay the debts
due and owing by the said Elias and among which were the debts due your orators and
your orators further show unto your Honors that the said Elias Gabriel before
his death also conveyed unto his brother John Gabriel and William Gabriel Jr a
large amount of property but of what precise kind and to what amount your orators
are not informed which said last property so conveyed as aforesaid by the said Elias
in his life time to said John and William Jr your orators aver was in trust for
pay the debts of said Elias among which were the debts of your orators. and your
orators further aver that their said Judgments are as yet wholly unpaid except
the Judgment of said Watson upon which there was paid ~~of two~~ the sum of two
hundred and fifty two Dollars on the 23d day of October 1835 under a decree
of this Honorable Court in a cause in Chancery in which said Watson was com
plainant and said John & William Gabriel and William Gabriel Jr were
respondents. and your orators further represent that they have caused to be
issued out upon their Judgments aforesaid writs of fieri et levari facias
upon which the Sheriff of Union county has returned that he could find no
goods or chattles of said William and that he had levied upon the follow
ing tract of land. to wit. all that tract or parcell of land situate in the County
of Union and State of Ohio in which said Wm Gabriel now resides (viz) Commen
cing at George Rheas Southeasterly corner thence running westerly with said Rheas
line to big Darby creek a few poles above the Milford Bridge thence down said Darby creek eighty
two poles to a corner. thence easterly running a parallel line with said first line so far as
to contain two hundred acres of land. being all the land in said County to which said
William has title and your orators further represent that they have been informed
and believe that one Joel Butler and Matthew Matthews of said County of Frank
lin hold a mortgage of the afore described tract of land to secure to them the pay
ment of the sum of two thousand and ninety one Dollars & sixteen cents with
interest from the 2 day of May 1835 and your orators aver that the said William
Gabriel William Gabriel Jr Joel Butler and Matthew Matthews combining and
fraudulently intending to cheat and defraud your orators in the premises and
to prevent your orators from enforcing their said Judgments against the land
aforesaid agree among themselves that the said William Jr should pay said But
ler and Matthews the amount due upon said mortgage and take an assign
ment of said mortgage to him the said William Jr and your orators
aver that these large sums of money have been paid by said William Jr to
said Butler and Matthews, but what amount and at what time or times
your orators can not state. and your orators further state that said
William Gabriel is apparently insolvent he having no property real personal or
mixed that could be reached by execution at law. but your orators aver that
he is often the said William had property of diverse descriptions to a considerable
amount, but your orators aver that subsequently to signing the notes upon which
your orators obtained their said Judgments. the said William conveyed all or
a greater part of his own property together with all or a greater part of the property

so appointed aforesaid by said Elias Gabriel to his sons the said John and William Gabriel Jr with intent to defraud the creditors of him the said William, and your orators further represent that the said John and William Jr, prior to the receipt of property as aforesaid from their said father were of small means but that since said conveyance said John and William are ostensibly the owners of a large amount of property and are trading farming and doing divers sorts of Business extensively. and your orators further show that the said William John and William Jr are contriving to cover up and keep from just creditors the property of said William. and that therefore they pretend that the said William Jr has contracted to purchase said mortgage of said Buttles and Matthews. when in truth and in fact the agreement and arrangement was and is that said mortgage shall be bought by said William Jr with money furnished or to be furnished by said William or with money or property or proceeds of property drawn directly or indirectly from said William by said William Jr subsequently to the signing of the notes aforesaid upon which are founded the aforesaid Judgments of your orators all which acts and doings are contrary to equity and good conscience and serve to hinder and defraud your orators in the collection of their just debts. Your orators further pray your most Gracious writ of Subpoena or some other proper or direction by which the said William Gabriel William Gabriel Jr John Gabriel Joel Buttles and Matthew Matthews may be brought before this Honorable Court and that when so before this Court they may be held severally to answer the several allegations of this bill as particularly as though thereunto individually specifically interrogated and especially that the said William Gabriel William Gabriel Jr and John Gabriel may upon their corporal oaths answer what property if any they received of said Elias Gabriel dece, of what it consisted of what value and what disposition they have made of the same, that the said Buttles and Matthews may upon their corporal oaths answer whether they hold a mortgage upon the land herein before described and if so for what amount said mortgage was originally given. and whether any thing, and if anything how much has been paid upon said debt to secure as above stated whether they ever made an agreement with said William Gabriel Jr to assign to him said mortgage upon being paid by said William Jr the amount due upon said mortgage and if so at what time said agreement was made how much said William Jr has paid in pursuance of said agreement and at what time or times said payment or payments if any were made and whether they have assigned said mortgage to said William Jr or to any other person and that the said William Gabriel Jr may further answer and say from what source he derived the funds to pay said Buttles and Matthews and whether he did not agree to take an assignment of the mortgage aforesaid from said Buttles and Matthews and hold the same in trust for his said father. and your orators pray that an account may be taken of the moneys due upon said mortgage to said Buttles and Matthews and of the amount received by either or all said Defendants from said Elias Gabriel deceased and that said land so mortgaged as aforesaid may be sold and the proceeds after first paying the balance if any should be found due to said Buttles and Matthews be applied in discharge of the aforesaid Judgments of your orators. and that your Honors will upon final hearing order adjudge and decree that the said William Gabriel William Gabriel Jr and John Gabriel for account to this Court for the moneys property or effects so assigned as aforesaid by said Elias Gabriel dece and that the same may also be applied in discharge of your orators Judgments aforesaid and that you will grant such other and further relief as equity and good conscience may warrant and the nature of the substantial and impartial Justice require and your orators as in duty bound will ever pray

Swan & Starling & Gilbert Sols for Compt

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Gabriel Esq Gab
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nothing when sai
his father except
lot of Hogs. This
him and said Bill
or Judgment

and afterwards to wit on the third day of March in the year of our Lord one thousand eight hundred and thirty six a writ of Subpoena issued against the said Gabriels which said Subpoena reads in the words and figures following to wit [Seal] State of Ohio Union County ss To the Sheriff of said County Greetings. We command you to summon Wm Gabriel Wm Gabriel Jr and John Gabriel to appear forthwith Before the Honorable the Judges of the Court of Common Pleas to answer unto Gustavus Swan and Wm M. Stapon the matters and things set forth in a Bill in Chancery filed against them and Joel Buttles and Matthew Matthews 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 S. R. Swan Esq President of our said Court at the Court house this 3d day of March A.D. 1836 Silas G. Strong Clk. On which said writ was the following endorsement to wit Served the within by Leaving an attested copy at their place of Residence C. Winget Sheriff. And afterwards to wit on the same day and year last herein aforesaid a writ of Subpoena issued against Joel Buttles and Matthew Matthews which said writ reads in the words and figures following to wit [Seal] State of Ohio Union County ss To the Sheriff of Franklin County Greeting We command you to summons Joel Buttles and Matthew Matthews to appear forthwith Before the Honorable the Judges of the Court of Common Pleas of the said County of Union to answer unto Gustavus Swan and Wm M. Stapon the matters and things set forth in a bill in Chancery filed against them and William Gabriel Wm Gabriel Jr & John Gabriel and this they shall in no wise omit under the penalty of one thousand Dollars. and have you then there this writ. Witness S. R. Swan First Judge of said Court at the Court House in said County this 3d day of march A.D. 1836 Silas G. Strong Clk Upon which was the following indorsement to wit We acknowledge due service of this Subpoena March 9. 1836

M. Matthews
Joel Buttles

And afterwards to wit on the first day of May in the year of our Lord one thousand eight hundred and thirty six came the said Buttles and Matthews by Wilcox their Attorney and filed their answer which said answer reads in the words and figures following to wit. The answer of Buttles and Matthews by M. Matthews to the Bill filed against them and others by G. Swan and others in Union Com Pleas. This respondent for answer to said Bill or so much thereof as he is advised is material for him to answer unto says that he is one of the firm of Buttles and Matthews named in said Bill and that he took upon himself the principal management of their said claim against the Defendant Gabriel. that their claim consists of a mortgage bearing date the 2nd day of May A.D. 1833 and a Judgment for the same debt for the sum of twenty two hundred twenty seven Dollars and 71 cents with costs of suit which Judgment was rendered on the 2nd day of June A.D. 1834 or thereabouts that some time after the rendition of said Judgment execution issued thereupon and this respondent was about proceeding to make sale of the mortgaged premises when the said William Gabriel Jr made application to this Defendant and wished to know if the sale could not be delayed if he the said William could make arrangements to make some payments on said Judgment, the said William giving as reason that he did not wish his aged father turned off the place This respondent considering the property hardly sufficient to secure the debt accepted the proposal of said William Jr and accordingly the said William made two payments to this respondent, one for the sum of 684 Dollars 22 cents on the 8th day of December 1834 and the other for three hundred Dollars on the 27 day of April 1835 and no other payments have been made This respondent knows nothing when said William obtained the said money whether it was his own or his fathers except the $684.22 which was received of B. Comstock Esq of Columbus for lot of Hogs. This respondent in further answering says that there was no agreement between him and said William Jr in regard to any assignment or transfer of said mortgage or Judgment The said William Jr promised to pay some money

and this respondent agrees that the sale should be postponed which was the same and substance of the agreement between them This respondent further says that he believes no other arrangement was made by his partner said Buttles and that this respondent manages as he believes the whole concern This respondent is willing that a sale of said premises should be made, and insists that out of the proceeds that said Judgment is to be first satisfied He denies all fraud and all combination and prays to be hence dismissed with his costs &c. Wilson Sol for Defts Buttles and Matthews

The State of Ohio Franklin County ss Personally came before me the subscriber Matthew Matthews and made solemn oath that all the matters and things stated in the above answer as from the information of others he believes to be true and all the other matters and things in the same contained are true in fact

Matthew Matthews

Sworn to and subscribed this
26th day of April 1836 before me
Warren Jenkins Justice
of the Peace in and for said City

Filed afterwards to wit on the twenty seventh day of June in the year one thousand eight hundred and thirty six same the Defendants Gabriels by Wm L Lawrence their attorney and filed their separate answers which read in the words and figures following to wit The Separate answer of William Gabriel one of the defendants to a bill exhibited against himself and others by Wm M. Topson and G. Swan complainants This Defendant now comes and for answer thereto says that he admits the existence of the Judgments as set forth in complainants bill. that the notes on which said Judgments were obtained were signed as security by this Defendant. that he admits the death of said Elias as charged this Defendant received by assignment from the said Elias in his lifetime and on or about the 27th of April in the year 1833 property to the amount of $ 3.360.75 as near as this Defendant has been able to ascertain. this amt consisted of the following described property. Two lots in the town of Middleburg Logan County with their privileges and appurtenances Five head of horses Two cows one of which was shortly after in the winter was wholly lost. the merchandize on hand and owned by said Elias consisting of such things as had not been sold in the preceding winter also the notes and Book accounts of the said Elias were received by this Defendant the Lots were sold at Sale private Sale. the personal property was with few exceptions sold at public auction by the auctioneer of the County of Union and any which was not sold at auction was disposed of to the best advantage by private sale. the money arising from the sales have been collected and accounted for to this Defendant and this Court in a former case. This property was received by this Defendant to enable this Defendant to pay the debts of the said Elias for which he was security without selling the private property of him this Defendant for that purpose But this Defendant denies that he understood that the note of Bona & Walbridge the Basis of G. Swan complainants complaint was one that he this Defendant signed on account of the indebtedness of the said Elias. So this Defendant says that subsequently to the signing of said notes, he assigned to the said John and William no property whatever of any description except the property received of said Elias. That in this assignment they or principally John principally Acted as an agent in attending to the sale of the property received of said Elias. that he accounted with this Defendant for the moneys arising therefrom. with the exception of the percent allowed to him for so attending to the business and his own and Williams Debts which has been heretofore accounted for

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to this Court make a decree in favor of said Dan M. Rafoor Complainant, that this Defendant was the owner of but a very small amount of property for years before the signing of said note except his household goods and the Lands specified in Complainants said Bill this Defendant denies all participation in the contract charged in Complainants said Bill between this Defendant Wm the younger and Buttes & Matthews and says that he has no knowledge of any intention on the part of William the younger to purchase the assignment of said mortgage as charged nor has this Defendant at any time agreed to furnish money to the said William for that or any other purpose as charged in Complainants said Bill or for any other purpose whatever. This Defendant further charges that the note given to Bond and Walbridge on which Complainant G. Swan sues and now complains was fraudulently obtained by Bond and Walbridge and further that said Bond presented said note as at first stood Informing this Defendant that the proceeds of the same when discounted at Bank was to go in advancement of the share of said Bond and said Elias. that the son so advanced was going into partnership with said Elias the son of this Defendant in merchandizing that said Elias was doing a good business and was perfectly safe and that this Defendant might at least give his name to and for the use of said partnership about to take place This Defendant says further that said note was obtained after being so signed by this Defendant because as was alleged said note was not sufficient & formal. that this Defendant meant the same intention and none other. that is of making the guarantee when commencing in Company as had been represented to this Defendant by said Bond signed the note in the form it now stands This Defendant further charges that the purposes for which note was signed by this Defendant and the false representations of the said Bond to this Defendant to procure his signature to said note were well known unto said G. Swan Complainant as this Defendant believes and is informed before he took an assignment of said note. that this Defendant took Counsel of said Complainant he being an attorney and counsellor at Law before the assignment to him of said note by Bond and Walbridge or other person as this Defendant believes and among other things with reference to this note. that is. whether it could be collected or not of this Defendant. that this Defendant understood him to say that he Swan that we could fight them out of it if said note was not assigned to a third person for which bonus and advice this Defendant says that he paid said Complainant two Dollars. This Defendant States that of the moneys arising from the property received of Elias if this Defendant has paid a part to creditors of said Elias. and that this Defendant does not believe that in equity and good conscience any part of that remains ought to be paid on the Judgment arising from this note. and this Defendant denies all fraud or combination with any or all of like defendants as charged in complainants said Bill and prays hence forth to be dismissed with his costs in this behalf expended &

William Gabriel
Dft Solr for Dft

S. William Gabriel being duly sworn deposes and say that the matters and things which are stated in the foregoing answer as from the information of others I believe to be true and that all the several other matters and things therein set forth are true in substance and fact

Sworn to and subscribed before me this 27th day June A.D. 1836 Danl Burnham J.P.

William Gabriel

This Defendant having this fully answered the allegations in complainants said Bill contained prays the aid of this Court out of subpoena to compel an answer on the corporal oath of J. G. Swan one of the complainants in the said Bill to the following interrogatories that is. was said complainant or was he not informed by this Defendant of the manner his this

Defendant Signature was obtained to said note on which he complains before he took an assignment of the same. & said Complainant the owner of said Judgment beneficially as well as nominally. ? If said complainant is not the owner who is & did or did not said complainant act as the agent of the pusent owner in Interest of said Judgment in receiving said assignment from Bona and Walbridge. Was said complainant consulted as an attorney at Law and Solicitor in Chancery with reference to this note whether it was recovable from this Defendant, was he paid for said advice, did said complainant not counsel said Bona and Walbridge afterwards to ensure the collection of said note to assign the same to a third person, did said complainant not counsel the beneficial owners of said Judgment to take the said note by assignment to ensure its collection from this Defendant

William Gabriel Sen By Wm C Lawrence his Solicitor &c.

The separate answer of John Fabrick one of the Defendants to a Bill filed against himself and others by Wm M. Rapon and S. Swan complainants. This Defendant now comes and for answer to said Bill says that he admits so far as is charged in complainant said bill in reference to notes the signing of William the Elder as security. the Judgments entered thereon and the death of said Elias. that said Elias in his life time assigned to Wm the Elder an amount of property. That property consisted of two Lots in the town of Middleburg in Logan County Ohio Five head of young Horses one cow the remains of a Stock of goods, notes of hand and Book accounts. that William the Elder on or about the tenth day succeeding the assignment of the same to him assigned the same so far as they remained unsold. to him this Defendant and William the younger that the same was put to sale principally at auction excepting the Lots which were sold at private sale. that each of the said parties incurred in disposing of the same he this Defendant and William for receiving nothing in pay for their most strict attention and ablest exertions said property amounted to $ 3.360.75 that Wm the younger aided this Defendant for a short time probably three months in attending to this business that he then left the whole to be closed by this Defendant. that this Defendant paid over from time to time all he ever received from the avails of this property to William the Elder except a per cent of six on the Dollar and a small debt due himself from said Elias that these have since been paid in obedience to a decree this Court to Wm M. Rapon former complainant. that since this Defendant has nothing further to do in this matter. this Defendant admits that said property was given to Wm the Elder to enable him to pay his liabilities on said Elias account without selling his own private property. This Defendant denies that he and William the younger have received any other property on assignment from Elias at any time or from Wm the Elder since the signing of said notes as charged in complainants said bill but says that they have received none other than the property first assigned to Wm sen by Elias and then by Wm sen to this Defendant and Wm the younger as above stated. this Defendant has nothing to do with the mortgage matter charged in complainants said bill. This Defendant denies any sudden change in the apparent means of William the younger and this Defendant and says that they then at the time of the assignment were partners professionally and practically and they still pursue the same business and none other. This Defendant denies aiding and conniving with Wm and Wm the younger to keep and soon keep and keep from just creditors the property of the Wm the Elder but say that he

intends nothing about younger as this D of property was to be or all for said forme and believes that the was entered into b and expectation ou younger should and from all cu This Defendant charged in Compl he prays to be S. John Gabri and things which a ation of others as and things wh Sworn to and s this 27th day The separate answ and S. Swan This Defendant mits the existence the same and is taining on notes received by assign to the amount of $ and belief of this this defendant was not sold by ment to Wm the while in company this defendant and said one property of said this defendant fro a decree of this after having acc Agent of Wm by the said John except from info of said Elias was his liabilities on sa property and that this defendant de property either fro so assigned to is infamous and never received whatever nor in any other purcha the Elder has above. These co con having agree of Battle and but says that

knows nothing about the contract between Buttle and Matthews & William the younger as this Defendant has never understood that property or the proceeds of property was to be furnished by William the Elder to the younger to pay in part or all for said notes but on the contrary this Defendant has always understood and believes that the contract between Matthews and William the younger was entered into by William the younger without any assistance or promised assistance on the part of William the Elder and that when the younger should be pay said Land at the sale would the same free of and from all encumbrances or trusts in favor of William the Elder This Defendant denies all fraud and combination whereof he stands charged in Complainants said Bill and having thus fully answered he prays to be henceforth dismissed with his Costs & John Gabriel S. John Gabriel being duly sworn depose and say that the matters and things which are stated in the foregoing answers as from the information of others I believe to be true and that all the several other matters and things therein set forth are true in substance and fact

Sworn to and subscribed before me John Gabriel
this 27th day of June A.D. 1836 David Burnham J. P.

The separate answer of William Gabriel a defendant to a bill of Wm M. Kepson and P. Swan Complainants exhibited against himself and others

This Defendant now comes and for answer to the said bill says that he admits the existence of the Judgments of Complainants as well as the amount of the same and is informed and believes that the said Judgments were obtained on notes of hand signed by Wm Lee as security. that Wm Lee received by assignment from Elias Gabriel property real and personal to the amount of $3.360.75 on sale to the best of the knowledge remembrance and belief of him this Defendant that this property was assigned to him this defendant and John a like defendant or so much thereof as was not sold by private sale before the 10th of June following the assignment to Wm the Elder in the year A.D. 1833. that this defendant acted awhile in company with John Gabriel in selling and disposing of said property this defendant then accounted with John and his father Wm the Elder and paid over all monies which had come to his hands arising from said property of said Elias in any way except the small debt before that due this defendant from said Elias which said sum has since been paid man a decree of this Court in favor of Wm M. Kepson. This defendant then after having aided John who as well him this defendant acted as the Agent of Wm the Elder for a short time left the matter to be closed by the said John. Since which he this defendant knows nothing of the business except from information. This defendant knew by information that the property of said Elias was assigned by said Wm the Elder to enable him to discharge his liabilities on said Elias account without sale of his own Wm the Elders property and that it was the intentions of this defendant to make it do so

This defendant denies that he and John a like defendant received any other property either from Elias or from Wm the Elder except the property so assigned to Wm the Elder. which he had received as this defendant is informed and believes of the said Elias. and that as for this Defendant he never received any property from the said Elias in trust for any purpose whatever nor in any other manner than this defendant could by purchase from any other purchaser, nor subsequently to the signing of said notes by Wm the Elder has this defendant received any property whatever except as above. These charges in Complainants said Bill this defendant denies ever having agreed to take an assignment of the said mortgage in favor of Buttle and Matthews as charged in Complainants said Bill but says that he agreed to deposit money with the said Buttle & Matthews

on this understanding above and no other. that if when they had said Land sold this defendant should buy said Land at the sale. that the money so deposited was to go in part payment of said mortgage. that if this defendant should not so buy said Land at the sale that the money so deposited was to be returned to him this defendant. that this contract or understanding was entered into by this defendant with no intention on his part to injure the orators of Tom the Elder. but that it might be sold and bring what the Land was worth for their use that this defendant refused to take an assignment of said mortgage. this defendant denies that in this contract Tom the Elder had any part whatever. nor was he to furnish this defendant with money to pay for said Land so to be sold in part nor all nor was this defendant directly or indirectly to hold the same (should he purchase it) in trust for the said William the Elder under this understanding this defendant deposited with said Butler and Mathews the sum of $ 684.22 cents on the eighth day of December 1834 and $ 300.00 on the 29th day of April 1835 the first payment was made from the proceeds of Hogs in the hearing purchasing or fatting of which. the property of the said Elias or Rose the Elder. nor the proceeds of either were in any manner directly or indirectly concerned. and the last payment I Borrowed in Bank in Columbus and still owe for the same this defendant denies all fraud and combination where of he stands charged in complainants said Bill endeavoring to cover up and keep the proceeds of said property from Just creditors but states that he has nothing to do with this matter. as to the apparent poverty of him this defendant and John a like Defendant before the spignment of Tom the Elder and Elias and their now apparent large means. this defendant states that before said spignment for about 5 years they farmed in company that they still farm in company. that since they have not increased their farming Lands to the amt of but a few acres. that what they could by their business as farmers they have made

Tom Gabriel

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

Tom Gabriel

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

David Burnham D. F.

And afterwards to wit at the June term of said Court A.D. 1836 this cause was continued. and afterwards to wit on the tenth day of October in the year of our Lord one thousand eight hundred and thirty six came the parties by their counsel and by consent. the Complainants have leave to amend their bill Amendment filed and rule on the Defendants to answer in Sixty days Continued. which said Amendment reads in the words and figures following to wit. To the Honorable the Court of Common Pleas within and for the County of Union & State of Ohio in Chancery sitting. Your orators Gustavus Swan and William M. Harper of the County of Franklin and said State of Ohio represent that on the third day of March 1836 your orators filed their original Bill of Complaint in this Court against Tom Gabriel sen Tom Gabriel Jr John Gabriel and Butler and Mathews thereby praying that certain lands in the original bill described should be sold and the proceeds applied for liquidation of certain Judgments they had before that time obtained against the said Tom Gabriel sen. and also that certain moneys which

And that receiver [illegible] to pay the claims of by the said Tom Ga Your orators furth their answers to answers now re And your orator your Honorable Will that William now deceased a c amongst others h his hands rec said William G say whether there Said a large amo making his ass him and the w William Gabri him by Butler as set out in B set the same a answer and say w made them pay the answer of Ga whether the pay

And afterwards to o one thousand eight sen and by consen ce Bill which said Tom Gabriel d a The further an plainant exhibited thus this depen of said E. Gabri Defendant from said and then hund said sum of the ors $ 257.00 in collecting said & including the for by said D favor of Tom Ga $ 1.873.75 one th remain unapprop answered this D

Tom Gabriel d set forth in the knowledge and to be true

Sworn to and

And afterwards by [illegible] & Lawrence

And was received by said William Gabriel Senr from Elias Gabriel in trust to pay the claims of these complts among others should be paid into Court by the said Wm Gabriel Senr Trustee as aforesaid and for your relt

Your orators further represent that the said Defts all appear and file their answers to the said original bill as by the said original bill & answers now remaining in this Court will more fully appear

And your orators would further represent that at the October term of your Honorable Court leave was given to said complts to file an amended bill that William Gabriel Senr has received of Elias Gabriel who is now deceased a very large amount of money in trust to pay their claims amongst others that at least $1700) Seventeen hundred Dollars of this is in his hands unaccounted for. Your orators therefore pray that the said William Gabriel Senr may upon his corporal oath answer and say whether there is not in his hands of the money received from Elias as aforesaid a large amount of money for which he has not accounted and in making this answer shall set forth the whole amount received by him and the whole amount paid and to whom. And that William Gabriel Jr may answer and say what writing was given him by Butler and Matthews & when he made payments & there as set out in the original bill and his answer thereto and that he set the same out in writing & that Butler and Matthews further answer and say what writing they gave Wm Gabriel Jr if any when he made them payments of money as set forth in the original bill and the answer of said Matthews thereto and set the same out in writing or whether the payees were endorsed upon the mortgage &c. Swan and

Slocting & Gilbert Sols for Complts

And afterwards to wit on the fourteenth day of February in the year of our Lord one thousand eight hundred and thirty seven came the defendant Wm Gabriel Senr and by Wm B. Lawrence his atty and files his further answer to said amended bill which said answer reads in the words and figures following to wit

Wm Gabriel Sr vs E. Swan and Wm M. Kapson. Union Com. Pleas

The further answer of Wm Gabriel Senr to the amended Bill of Complainant exhibited by E. Swan and Wm Kapson against himself and others this defendant further answering saith that he received no money of said E. Gabriel but that the property of any received by this Defendant from said E.D. Gabriel amounted to $3.360.75. Three thousand three hundred and sixty Dollars and 75/100. That there has been paid out of the aforesaid sum $939.00 to the Franklin Bank of Columbus $250.00 to Joseph Comb of Logan County $45.00 counsel fees in collecting said Debts $252.00 the same of five said Sum & Wm & Wm Gabriel Jr including their debts which said last Item has been accounted for by said Wm Gabriel and Wm Jr in obedience to a decree in favor of Wm M. Kapson at a former term of this Court $1.873.75 one thousand eight hundred and seventy three Dollars and 75/100 remain unappropriated in the payments of debts and having thus fully answered this Defendant prays to be dismissed with his costs

Wm B Lawrence Sol for Defts

Wm Gabriel Senr being duly sworn saith that the matters and things set forth in the foregoing answer are true so far as is stated of his own knowledge and so far as stated on the information of others he believes to be true

William Gabriel Senr

Sworn to and subscribed before me this 11th day of February 1837

David Burnham J.P.

And afterwards to wit on the 22nd day of Feb. 1837 came Wm Gabriel Jr by Wm B Lawrence his atty and files his further answer to said amended bill

which said answer reads in the words and figures following to wit
Wm Gabriel Jr vs Swan & Kapsen et Chancy

The further answer of the said Wm Gabriel Jr to the amended bill of complainants. This Defendant answering says that at the time he made the said payments or deposites with the said Buttles and Matthews like defendants he took two receipts and no other writing whatever. the said receipts as to their tenor and operation will show for themselves and will nothing preventing be shown to the Court when in Sitting

Wm Gabriel Jr

D. C. Lawrence Sol Defts

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

Sworn to and Subscribed before me this 21 day of February 1837

and afterwards to wit on the 15th March A.D. 1837 came Buttles & Matthews by D. C. Lawrence their attorney and filed their further answer to said amended bill which said answer reads in the words and figures following to wit

Buttles & Matthews vs S. Swan & Wm M. Kapsen Union Common Pleas

The further answer of Buttles and Matthews to the amended bill of S. Swan and Wm M. Kapsen filed against themselves and others These Defendants in further answering say that they gave said Wm Gabriel Jr a receipt in writing for so much money at each time as was by him deposited with these defendants. that said receipts acknowledged the receipt of so much money on which these defendants were to pay interest if the same was returned to Wm Gabriel Jr which they were to do if they received from the sale of the mortgaged premises the full amount of their claim and int. These defendants retained no copy of said receipts but from the best of their knowledge remembrance and belief the above descriptions of said writings be correct. The said money was not endorsed on said mortgage nither to the best of the recollection of these Defendants was said money or any part thereof to go in discharge or payment of said mortgage unless said William Jr purchased said mortgage premises then the same should be sold by order of the Court which purchase said Wm Jr agreed verbally to make by these defendants giving him time for the payments provided said premises on sale did not amount to more than the lien of these defendants on said premises And having thus fully answered these Defendants pray as hence to be dismissed with their costs &c

The State of Ohio Franklin County ss. Matthews Matthews one of the above Defendants being duly sworn saith that the matters and things contained in the foregoing answer are true as this Defendant verily believes

Matthews Matthews

Subscribed and sworn to before me this 21st day of Feby A. D. 1837

Thomas Wood Dus Pleas in and for the County aforesaid

D. C. Lawrence Sol for Defts

And afterwards to wit on the day and year first herein aforesaid came the parties by their counsel and this cause having carefully examined the bills answers and exhibits and heard the arguments of counsel and being fully advised in the premises do find that there is in the hands of the said Defendant William Gabriel Sen as trustee of money & plate in his hands to be applied in satisfaction of certain claims against him amounting to three Dollars and seventy five cents which has not been applied. that there is due on the claim of

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Ransom Clark
vs
Hezekiah Bundy

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by D. C. Lawrence
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Union Common

William McKasson which ought to be paid out of the said trust fund the sum of nine hundred and twenty nine Dollars. It is therefore ordered adjudged and decreed that the said William Gabriel doe pay into this Court on or before the first day of the next term of the same the said sum of nine hundred twenty nine Dollars the amount due the said McKasson out of the said trust fund in his hands, and in default thereof that he the said Wm Gabriel Senior show cause if any he has ever before the second day of the said next term of this Court why an attachment should not issue against his body for a contempt of the authority of this Court which time this cause is continued

Ransom Clark
vs
Hezekiah Bundick

Pleas before his Honor Joseph B. Shaw President and Robert Nelson John Porter and James Hall Associate Judges of the Court of Common Pleas held in and for the County of Union and State of Ohio on the 20th day of April in the year of our Lord one thousand eight hundred and thirty eight

Be it remembered that heretofore a writ on the twenty ninth day of March in the year of our Lord one thousand eight hundred and thirty seven came Samuel Parmer a Justice of the peace in and for the County of Union and filed in the Clerks office of said County a Transcript of the proceedings before him had in the above cause

And afterwards to wit on the 22d day of April in the year of our Lord one thousand eight hundred and thirty seven came the Plaintiff by P.B.Cole his counsel and filed his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss Union Common Pleas March Term 1837 Ransom Clark vs Hezekiah Bundick in a plea of assumpsit Damages forty Six Dollars forty three cents. This cause comes into Court on an appeal from the Docket of a Justice of the peace. and thereupon the said Ransom by P.B.Cole his attorney complains of the said Hezekiah in a plea of assumpsit for that whereas the said Hezekiah on the 28th day of August 1834 at the County aforesaid became indebted to the said Ransom in the sum of $46.43 cents for the price and value of divers goods ~~and chattels~~ wares merchandize and chattles then and there bargained sold and delivered by the Plaintiff to the Defendant at his request. And whereas also afterwards on the day and year last aforesaid at the County aforesaid the Defendant was indebted to the plaintiff in the sum of $46.43 for money then and there received by the Defendant for the use of the Plaintiff. And whereas afterwards on the day and year last mentioned at the County aforesaid the Defendant was indebted in the further sum of $46.43 for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them. And whereas the Defendant afterwards on the 1st day of Dec 1834 in consideration of the premises then and there promised to pay said several sums of money to the plff on request Yet he hath disregarded his promises and hath not paid the said several sums of money. nor either of them nor any part thereof to the Damage of the Plaintiff $46.43 & thereupon he brings suit &c

P.B.Cole atty for Plaintiff

And afterwards to wit on the twenty fifth day of May AD 1837 came the Defendant by M.C.Laurence his attorney and filed his plea which said plea reads in the words and figures following to wit Hezekiah Bundick and Ransom Clark Union Common Pleas March Term AD. 1837

And the said Hezekiah comes and defends &c and says that he did not assume and promise and promise in manner and form as the said Ransom hath declared against him and of this he puts himself upon the country and the said Ransom doth the like W. Lawrence atty for Dft

And afterwards to wit on the first day of June in the year of our Lord one thousand eight hundred and thirty seven on motion of the Plaintiff this cause is continued at the costs of the Plaintiff. And afterwards to wit on the third day of October in the year of our Lord one thousand eight hundred and thirty seven. On motion it was ordered that the Defendant file a new appeal Bond with security & the acceptance of the Clerk within ten days from the rising of this Court. And thereupon this cause is continued, and afterwards to wit on the eleventh day of October A.D 1837 The following recognizance of Special Bail was entered into to wit "In the action of Ransom Clark against Hezekiah Burdick. I. Ralph Graham acknowledge myself bail for the appellant in the sum of Seventy five Dollars to be levied of my goods and chattles lands and tenements in case the Defendant should be condemned in said action and shall fail to pay the condemnation money and the costs that have accrued or may accrue in the Court of Court of Common Pleas Taken and acknowledged before me Oct 11 1837 A. H. Gilchrist" Ralph Graham

And afterwards to wit now here to wit on the day and year first herein aforesaid came the parties by their attornies and thereupon came a Jury to wit. William Porter Amos A. Williams John N. Robinson James C. Miller Anthony M. Huff Richard Gabriel Ora Patrick Thos McDonald William Hays Daniel Carr Eli Lundy & Ralph Cherry who being elected tried and sworn well & truly to try the issue joined between the parties in this cause, and thereupon the Plaintiff being three times called to come into Court and prosecute his action, came not but made default. Therefor it is considered by the Court that the Defendant go hence without day and recover of the ~~Defendant~~ Plaintiff his costs in this behalf expended & taxed to Thirty Dollars and 49/100 Cents

James H. Gilchrist.

John Alsop
v
Thos F. Lane

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges of said Court held at the Court House in the County of Union and State of Ohio on the twentieth day of April A.D. 1838

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 Seven came Samuel B. Johnson a Justice of the peace in and for said County and filed in the Clerks office of said County a Transcript of the proceedings before him had in the above cause together with the recognizance of bail which said recognizance reads in the words and figures following to wit On the action of John Alsop against Thomas F. Lane we Ransom Clark and William Thorp do acknowledge ourselves Bail for Thomas F. Lane appellant in the sum of Seventy Dollars to be levied of our 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 that may accrue in the Court of Common Pleas Ransom Clark
William Thorp

And afterwards to wit on the eighteenth day of August in the year of our Lord one thousand eight hundred and thirty Seven came the Plaintiff by William C. Lawrence his attorney and filed his Declaration which said Dec reads in the words and figures following to wit Union Com. Pleas June Term 1837 State of Ohio Union County ss John Alsop vs Thomas F. Lane This cause comes into Court on an appeal from the Docket of a Justice of the peace in and for said County of Union and thereupon the said John Alsop complains of the said Thomas F. Lane in a plea of agreement for

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Damages aforesaid
behalf expended &

That whereas the said Defendant on the first day of April in the year 1837 at the County aforesaid was indebted to the said John in the sum of thirty Dollars for the price and value of work then and there done by the said John for the said Defendant at his request and also for that whereas the said Defendant on the day and year last aforesaid at the County aforesaid was indebted to the said John in the further sum of twenty Dollars for money then and there paid by the Plaintiff to the Defendant at his request and in the sum of thirty Dollars for money found to be due from Defendant to Plaintiff on an account then and there stated between them and whereas the Defendant afterwards on the tenth day of April in the year 1837 in consideration of the premises then and there promised to pay the said sums of money to the Plaintiff on request Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the Damage of the Plaintiff forty Dollars and thereupon he brings Suit &c Williams & Lawrence atty for Plff

And afterwards to wit on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty seven came the Defendant by A. Hall his attorney and filed their plea which said plea reads in the words and figures following to wit Thomas F. Lane adm Peter Alsop On motion Comes Wm Sharp and files Lane A.D. 1837 And the said Thomas F. Lane now comes and defends &c and prays Judgment of the writ and declaration aforesaid because he says that the several promises in said declaration mentioned if any such were made by one Bradford B. Stephens and the said Thomas F. who was at the time of the making the said supposed promises in Plaintiffs declaration mentioned partner with the name of Stephens Lane & Stephens, Jointly and not by the said Thomas F. alone; and which the said Bradford B. is still living to wit at Fortwayne in the State of Indiana and this he is ready to verify wherefore because the said Bradford B. is not named in said writ and declaration the said Thomas F. prays Judgment of the said writ and declaration and that the same may be quashed. By A. Hall his atty

William Sharp agent for the above Thomas F. Lane makes oath that the above plea by the said Thomas F. pleaded is true in substance and in fact as he verily believes from his own knowledge. Sworn & subscribed this day Oct 1837 before me Asa Wood J.P. William Sharp

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

James H. Hill Clerk

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Henry Warner

vs

Heman Baldwin
P.B. Smith et als

Pleas before his Honor C. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twentieth day of April in the year of our Lord one thousand eight hundred and thirty Eight

Be it remembered that on the day and year last aforesaid came the Plaintiff by A. Hall his attorney and filed his declaration which said Declaration reads in the words and figures following to wit State of Ohio Union County ss In Union Common Pleas April Term A.D. 1838

Henry Warner complains of Heman Baldwin William Thorp P.B. Smith and Samuel Bradford in a Plea of Debt for that whereas on the 19th day of ~~May~~ September A.D. 1837 the said Defendants made their promisory note in writing sealed with their seals and now to the Court here shown the date whereof is the day and year last herein aforesaid and delivered the same to the said Plff whereby they promised to pay to the said Plff or Bearer the sum of Two hundred and forty seven Dollars 93/100 one day after the date thereof which period has now elapsed. Yet the said Defendants have not paid the said sum nor any part thereof to the damage of said Plff Three hundred Dollars and therefore he brings suit &c

A. Hall Plffs atty

And afterwards to wit on the same day and year last herein aforesaid the said Plaintiff by his said attorney and filed the following power of attorney to wit,

To J. B. Cole Esq or any other attorney of Record in the State of Ohio

These are to authorize you or any of you to appear in any Court of Record in the State of Ohio. and waive the issuing and service of process and confess a Judgment against us or either of us in favor of Henry Warner for the sum of Two hundred and forty seven 93/100 Dollars with interest after the same becomes due if the said sum is not & these presents cancelled on or before the first day of the Spring Term of the Court of Common Pleas in & for the County of Union & State aforesaid. and thereupon to release all error and waive all right and benefit of appeal in my behalf Dated this 19th Sept 1837

Heman Baldwin Seal
William Thorp Seal
P.B. Smith Seal
Saml Bradford Seal

And afterwards to wit on the day and year first herein aforesaid came the parties by their attorneys and thereupon the said Defendants relinquishing their plea. Say that they cannot deny the action of the said Plaintiff nor but that they the said Defendants do owe unto the said Plaintiff the sum of Two hundred and forty seven Dollars and ninety three cents and confess that the said Plaintiff has sustained damages by reason of the detention thereof to Eight Dollars and eight cents

Therefore It is considered that the said Plaintiff recover of the said Defendants the said sum of $247.93 his debt aforesaid. and the said sum of $8.80 his Damages aforesaid and also his costs in this behalf expended taxed to Dollars and cents

James H. Lee Clerk

J. R. Swan

Peyton B. Smith &
Eli Lundy
vs
John Warner

Twentieth day of April
thirty eight

Be it remem
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Peyton B. Smith &
Eli Lundy
v
John Turner

Pleas before his Honor C. B. Swan President and Robert Nelson
John Porter James Kile his associates Judges of the Court
of Common Pleas within and for the County of Union &
State of Ohio, at a Court began and held at the Court House
in the Town of Marysville within and for said County on the
Twentieth day of April, in the year of our Lord one thousand eight hundred and
thirty eight.

Be it remembered that heretofore to wit on the Twentieth day of April
in the year of our Lord one thousand eight hundred and thirty eight came the Plaintiffs by A Hall their attorney and filed the following warrant of Attorney and
Note of hand, to wit, For value Rec'd I promise to to pay P. B. Smith
and Eli Lundy or Bearer the sum of Two hundred and fifty eight Dollars
and Seven cents on demand Apl 19th 1838 Signed John Turner
and the said warrant of attorney reads in the words and figures following, to wit
I do hereby empower J. F. Kinney or any other 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 and confess a Judgment against me for the amount
of said note and interest that should then be due and to waive all error
and benefit of appeal Given under my hand and seal this 19th Apl 1838
John Turner Seal
And afterwards to wit on the day and year last aforesaid came the Plaintiffs by
by the said Hall their attorney and filed their Declaration against the Defendant which
said Declaration reads in the words and figures following to wit. State of Ohio Union
to wit In Union Common Pleas April Term A.D. 1838. P. B. Smith & Eli Lundy
complain of John Turner in a plea of Assumpsit for that whereas on the 19th day
of April A.D. 1838 said Defendant made his promissory note in writing and delivered
the same to the Plffs whereby he promised to pay the said Plffs Two hundred and fifty
eight Dollars 7/100 on demand, Yet the said Defendant altho often requested
hath not paid said sum of money or any part thereof but hath wholly dis
regarded his promise & Plffs Damage five hundred Dollars Therefore he
sues &c
A. Hall atty for Plffs
And afterwards to wit: now here to wit. on the day and year first herein after
came into Court the Plaintiffs by A. Hall their Counsel and having filed
their Declaration against the said Defendant Thereupon John F. Kinney one
of the attorneys of this Court appeared in open Court in Behalf of said Defend
ant waived the issuing and service of process and acknowledged that the
Defendant did assume and promise in manner and form as the said
Plaintiffs have in their Declaration alledged against him. and Confessed that
the said Plaintiffs have sustained Damages by reason thereof to Two hundred
and fifty eight Dollars & Seven cents Therefore it is considered. that
the Pl Plffs recover of the said Defendant the said sum of $258.07.0
their Damages so confessed as aforesaid and also their costs in this behalf
expended taxed to $7.05½. Attest James H. Gee Clerk

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V

William Sharp &
Amariah S Sharp
vs
Andrew Young

Pleas before his honor D. R. Swan President and Robert Nelson John Porter and James Hill his associates, Judges of the Court of Common Pleas within and for the County of Union and State of Ohio. Said Court began and held at the Court House in the Town of Marysville within and for said County on the twentieth day of April in the year of our Lord one thousand eight hundred and thirty Eight

Be it remembered that heretofore to wit on the twenty eighth day of July in the year of our Lord one thousand eight hundred and thirty seven came the said William Sharp and Amariah S Sharp by A. Hall their attorney and filed in the Clerks office of said Court a Transcript from the Docket of Ira Wood, a Justice of the peace in and for said County of Union, which said Transcript reads in the words and figures following to wit. State of Ohio Union County. Paris Township

Dr Docket Entry
Andrew Young Plaintiff
vs
William Sharp and
Amariah S Sharp trading
under the firm of William
Sharp and Company Defts

Debt $ 50.42
Justices Costs Summons .12½
Satisfaction .10
Judgment .25
Execution .25
Transcript .31¼
Con costs .25

Suit Brot on note July 18th 1837
On application of Plff Summons issued to Abel Marks Constable returnable on the 22nd inst at 5 oclock P. M. on said day which was returned in due time by said Constable endorsed served by reading to William Sharp and Amariah S. Sharp Service .20 mile 5. .25 July 22nd 1837
The parties present and ready for Trial, after Investigation It is considered by me that the Plaintiff recover of Defendants the Sum of Fifty Dollars forty two cents and costs of suit July 24. 1837
Execution Fi Fa. issued to Abel Marks Constable. State of Ohio Union County Paris Township ss I do hereby certify that the above is a full and True copy from my Docket of the proceedings had by and before me in the above cause
Ira Wood J.P. of above Township

On the back of said Transcript was the following error assigned to wit
And the said William Sharp and Amariah Sharp now come & say that there is error in the proceedings contained in the within Transcript to wit. First the record does not show a partnership between the said Defendants nor does the record show any joint liability by which the said Defendants were jointly bound to pay said obligation 2nd There is a variance between the note and the writ in this the note was given to Andrew Young. and writ indorsed Suit brot in the name of Andrew Young. 3d The note in Evidence shows a debt of fifty Dollars only whereas the Judgment is Debt $ 50.42. 4th The Judgment was in favor of Plff whereas it should have been in favor of Defendants Hall & Lawrence attys for Defts And on which said Transcript was the following indorsement to wit Allow a writ of certiorari to issue in the within case upon the Defendants giving security according to law. July 28. 1837 Robt Nelson Associate Judge
And afterwards to wit on the twenty ninth day of July in the year of our Lord one thousand eight hundred and thirty Seven a writ of Certiorari issued which said writ reads in the words and figures following to wit State of Ohio Union County ss
To Ira Wood Esqr a Justice of the peace within and for the Township of Paris and County aforesaid Greeting. We command you that a certified Transcript of the record and proceedings of a certain suit lately pending before you wherein Andrew Young was Plaintiff and William Sharp and Amariah S. Sharp were defendants and wherein you on the 22nd day of the present month rendered a judgment for the sum of Fifty Dollars forty two cents and costs of suit in favor of the said

Andrew Young) and with all things touch
Seals and endorsed
for the said County
5 Dec 3 Witness
29th day

And afterwards to wit thousand eight hun
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this cause. Upon
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Dated Yo
James H. Ge

William Sharp &
Amariah S. Sharp
vs
Andrew Young

within and for
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And afterwards
continued

Andrew Young and against the said William Sharp and Amarah S. Sharp with all things touching the same as fully as the same are now before you you send said and enclosed with this writ to our Court of Common Pleas aforesaid for the said County of Union on the first day of their next Term

Witness H. R. Swan President of our said Court of Common Pleas this 29th day of July 1837 James H. Gill Clerk

And afterwards to wit on the 8th day of August in the year of our Lord one thousand eight hundred and thirty seven came the said Ira Wood Justice of the peace as aforesaid and filed the said writ together with the required Transcript which said Transcript reads as above recorded. and afterwards to wit on the third day of October in the year of our Lord one thousand eight hundred and thirty seven This cause was continued. and afterwards to wit now here to wit on the day and year first herein aforesaid. This cause came on to be heard upon the motion of the Defendants counsel to quash the writ of certiorari issued in this cause. Upon consideration whereof It is ordered that said writ of certiorari be quashed and that the Plaintiffs pay the costs herein expended

Taxed Fo Dollars and cents

James H. Gill Clk

William Sharp & Amarah S. Sharp vs Andrew Young

Pleas before his Honor H. R. Swan President and Robert Nelson John Porter and James Hill Associates Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Fourtieth day of April in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit on the twenty eighth day of July in the year of our Lord one thousand eight hundred and thirty seven came the Plaintiffs by A. Hall their attorney and filed a Transcript from the Docket of Ira Wood a Justice of the peace in and for the County of Union, on which said Transcript was the following endorsement to wit, I allow a writ of certiorari to issue on the within case upon the Defts giving security according to law to the Clerk July 26th 1837. Robert Nelson Associate Judge and afterwards to wit on the twenty ninth day of July in the year of our Lord one thousand eight hundred and thirty seven a writ of certiorari issued to the said Ira Wood J. P. which said writ reads in the words and figures following to wit State of Ohio Union County ss. To Ira Wood Esq a Justice of the peace within and for the Township of Paris and County aforesaid Greeting We command you that a certified Transcript of the record and proceedings of a certain suit lately pending before you wherein Andrew Young was Plaintiff and William Sharp and Amarah S. Sharp were Defendants and wherein you on the 22nd day of the present month rendered a Judgment for the sum of twenty five Dollars and seventy four cents and the costs of prosecution in favor of the said Andrew Young and against the said Sharps with all things touching the same as fully as the same are now before you you send sealed and enclosed with this writ to our Court of Common Pleas within and for the County of Union aforesaid on the first day of their next Term Witness H. R. Swan President of said Court this 29th day of July 1837 James H. Gill Clk

and afterwards to wit on the eighth day of August in the year of our Lord one thousand eight hundred and thirty seven came the said Ira Wood J. P. as aforesaid and filed said writ and the required Transcript

And afterwards to wit on the 3d day of Oct 1837 this cause was continued

And afterwards to wit now here to wit on the day and year first herein aforesaid
This cause came on to be heard on the motion of Defendants Counsel to quash the
writ of certiorari issued in this cause upon consideration whereof It is ordered
that said writ of Certiorari be quashed and that the Plaintiffs pay the costs
in this behalf Expended
James H. Gill Clerk

James Millard
vs
Benjamin Lyon

Pleas before this Honor Joseph R. Swan President and Robert
Nelson John Porter and James Hill associates Judges at
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 twentieth
day of April in the year of our Lord one thousand Eight hundred and thirty Eight
Be it remembered that heretofore to wit on the day and year last aforesaid
came the Plaintiff by A. Hall his attorney and filed herein an award upon a
Submission which said award reads in the words and figures following to wit
Whereas Differences have arisen between James Millard and Benjamin Lyon and
they on the 21st day of Sept. 1837 by arbitration bonds them executed by them
subscribed to the undersigned to determine and award upon all differences, damages
claims and demands whatsoever both in law and equity then existing between
them. In pursuance of said Submission the undersigned arbitrators met
at the office of Davis Burnham Esq in the Township of Union and County of
Union and State of Ohio the parties being present and having then and there
taken upon ourselves the burden of said Submission heard the proofs and
allegations of the said parties. And now at the time and place above men
tioned. the undersigned do make and publish the following as their final
award in the said premises We do order adjudge and award First
That the said Benjamin Lyon pay the said James Millard the sum of
Eighty Dollars on or before the first day of January 1838 with Interest
and also three Dollars and thirteen cts costs made before John P. Sabin Esq
and Eleven Dollars Eighty seven cts costs made on this arbitration
Second, that the said James Millard upon receiving the above amount of Eighty Dollars
shall execute to the said Benjamin Lyon a release of certain privileges on two lots
of land which the said James Millard now holds and all other claims and demands
whatsoever prior to this date in witness whereof we have hereunto
set our hands this second day of October 1837 William B. Irwin
John P. Sabin Arbitrators
Andrew Keyes

And afterwards to wit on the day and year first herein aforesaid
On this cause it appearing to the Court that James Millard by his attorney had
filed with the Clerk of said Court a Submission and award, and that said Defendant
was presented with a true copy of said award more than ten days previous to
this court and with legal notice that a rule of Court would be taken upon
said award at this Term of said Court. no legal exceptions having been taken to
said award and the Court being fully advised in the premises do order and ad
judge that the Plaintiff recover of the Defendant the sum of $ 80.00 together with
$ 2.45 Interest thereon and do further order and adjudge that Defendant pay three
Dollars and ninetten cents costs made before J. P. Sabin. $ 11.87 costs of the arbitration
and in default be made in the payment of the two last mentioned Items attachment
issue James H. Gill Clerk

J. K. Swan

James Millard
vs
Luther M. Davis
and others

Union and State
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Ambrose Marker
vs
Luther M. Davis
and others

Pleas before his Honor Joseph R. Swan President and Robert Nelson John Porter and James Hill his associates. Judges, at a Court of Common Pleas beg an 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 April in the year of our Lord one thousand eight hundred and thirty eight

Be it remembered that heretofore to wit on the Eleventh day of October in the year of our Lord one thousand eight hundred and thirty six came the Plaintiff by Pettibone and Finch his attorneys and filed ~~them~~ to wit the Clerks office of said County his Bill in Chancery which said bill reads in the words and figures following to wit. To the Court of Common Pleas in and for the County of Union Ohio. Ambrose Marker of said County respectfully represents unto your Honors that on or about the first day of Feby A.D. 1836 one Luther M. Davis late of said County & whom your orator prays may be made Defendant to this bill applied to your orator to assist him the said Davis to borrow money of the Urbana Bank to the amount of nine hundred Dollars and the said Davis then and there faithfully promised your orator that he would completely indemnify and secure your orator against all loss and damage thereby. & your orator then consented and did with his name assist sd Davis in borrowing sd sum of said Bank for sd Davis, one which was also paid to said Davis or to his order, and the said Davis also on or about the first day of December 1835 applied to your orator to assist him with his name to borrow money of the Franklin Bank of Columbus to wit five hundred Dollars which your orator accordingly did and by means of your orators name the money was borrowed of the last named Bank, and paid to sd Davis and your orator further represents that said Davis by fraudulent pretences persuaded your orator to have his name written first on said notes and so appear as principal, though he was in fact acting or intending to act only as security. & the sd Davis receiving the money and appropriating it to his own use as principal as he was in fact. and your orator further represents to your Honors that on the first day of April 1836 your orator applied to said Davis to secure him by mortgage against loss or damage from said liabilities to sd Banks for said Davis and the said Davis then and there executed and delivered to your orator a mortgage deed of the following described real estate to wit

Nine acres of land lying and being in the County of Union and State of Ohio, near the Town of Marysville in said County commonly known as the Sloane mill Lot, and which is more particularly described in sd mortgage which is hereto attached and made a part of this bill and also another Tract of land adjoining the said mill lot on the east supposed to contain half an acre and which is more particularly described in said mortgage, to which for more particular description reference is here made, and also a third tract of land of one hundred and thirty three and one fourth acres (133¼) also more particularly described in the attached mortgage which forms a part of this bill, also 120 acres of land described in said mortgage to indemnify your orator from all loss and damage which he (your orator) might sustain from his said liabilities for sd Davis And your orator further represents to your Honors that the said notes have arrived at maturity that they have been sued, and your orator has been obliged and has actually paid off the same, the sum paid sd. Franklin Bank of Columbus is $529.58 and the sum paid to the Urbana Bank is nine hundred and fifty Dollars, and your orator avers that the condition of said mortgage has been forfeited. and your orator further represents that said Davis had previously to the execution of said mortgage purchased said mill property of one Silas G. Strong of sd County by agreement without and and that said Strong had put said Davis in possession of the same and sd Davis had made large and valuable improvements thereon and your orator is informed that said Davis has not fully paid sd Strong for sd land & prays that said Strong may on his corporal oath answer all the allegations of this bill and particularly whether he did not sell or agree to sell said mill property to said Davis

dia he not put him into possession? How much is now due said Strong from said Davis of the original purchase money? and your orator further represents that said Davis also purchased the Tract of land secondly above described of one Daniel Williams previous to the execution of the mortgage and your orator is informed said lot is not entirely paid for. Your orator therefore prays that said Williams be made Defendant to this bill & that he may fully answer under oath & say how much is now due him on said bond if any, and what interest he said Williams, has in said land, and how he obtained, and fully set forth in his said answer so far as his knowledge extends, the condition, and chain of Title to said land. And your orator further represents that said Davis had also previously bought said last mentioned Tract of 133¼ acres that he had paid for said land large sums of money but that he has not yet received a deed from his vendor & so has but an equitable Title therein

Your orator therefore prays that said Mill lot first above described be sold as this Court shall direct and that the proceeds of said sale be applied first to paying said Strong the balance of purchase money due him for said lot and that the remainder of the money arising from said Sale be applied towards paying your orator said damages so sustained by your orator from said liabilities for said Davis. and that the lot secondly above described be also sold and if there be a common law lien thereon for any part of the purchase money that that be first paid and the balance paid to your orator and that the said last described Tract of land of 133¼ acres or the equitable of the said Davis therein be sold as this Court may direct and avails of said sale be applied towards paying the damages so sustained as aforesaid by your orator for said Davis. and that your orator may have such other and further relief as to your Honors may seem just and right

Pettibone & Finch Sols for Petitioner

And afterwards to wit on the same day and year last aforesaid the said Plaintiff by his said atty filed in the Clerks office a precipe which reads in the words and figures following to wit Ambrose Mecker v Luther M. Davis Silas G. Strong & Daniel Williams In Chancery to october Term 1836. The Clerk will issue. Subpoenas for S.G. Strong and Daniel Williams returnable forthwith Pettibone & Finch Sols Mr Strong may file his answer without subpoena if he prefer it P.P.F.

and afterwards to wit on the first day of June in the year of our Lord one thousand eight hundred and thirty seven Silas G. Strong by M. McLaurene his solr filed in the Clerks office his answer which said answer reads in the words and figures following to wit. The separate answer of Silas G. Strong one of the Defts to a bill in chancery exhibited against himself and others by Ambrose Mecker complainant. This Defendant now comes and for answer to said bill of complainant or so much thereof as he this Defendant is advised is material and important for him this Defendant to answer unto says that in the Spring of the year 1835 said Luther M. Davis applied to him this Deft for the Lot called the Steam Mill Lot. & then informed him said Luther that he could have said Lot by paying me what I had been offered for said Lot ($100.00 dollars had been offered before that time tho. the amount was not then repeated) nothing more was then said between said Luther and this Defendant about the Lot until the month of June or July of the same year; In the mean time said Luther had gone into possession of said Lot and was then erecting on the same a Steam saw mill which now gives said Lot its name. In June or July as aforesaid I called on said Luther for a settlement generally this Defendant then informed said Davis that on settlement if he said Davis could not pay this Defendant the amount then found due (this said Davis then owed this Defendant about the sum of Six hundred dollars) this Defendant would give said Davis a Title Bond for said Lot by which he this Defendant would be bound to make a deed to said Davis for said Lot on his said Davis paying all that was then due him this Defendant from said L.M. To this proposition of this Defendant said L.M. fully assented. by this arrangement with said Davis he this Defendant was to have a lien on all the improvements put upon said Lot by said Davis for the sums found due this Defendant from said L.M.

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between said L.M.
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This Bond to said L.M. was not executed nor was the lien of this Defendant then taken in writing on said improvements as security. In this condition matters stood between said L.M. and this Defendant until about the month of November in the same year when said L.M. spoke to this Deft to obtain this name to his said L.M.s note to be discounted in Bank. This Defendant objected in as much as said L.M. was too much in arrears with him this Defendant. Said L.M. then replied that at the end of ninety days he would reduce the indebtedness of him said L.M. to this Defendant and proposed further that as the title to said Lot was still in him this Deft. this Defendant should hold the improvements on said Lot in security for all the debts and liabilities due to and incurred by this Defendant from and on behalf of said L.M. To this proposition this Defendant assented and signed the note of said L.M. on this condition and none other. In a few days after said L.M. presented another note of similar character. this note was also signed by this Defendant for the use of said L.M. and on the aforesaid contract that is that all balances due this Defendant from said L.M. and all liabilities incurred by this Deft from said Davis was to be paid before this Defendant was to make a deed for said Lot or release his lien on said improvements said L.M. said these were the terms he had already agreed to, and that they should remain until this Defendt was paid and wholly released. at this conversation this Deft mentioned a note on which he was security for said L.M. to Hezekiah Bates. said L.M replied that that note was nearly paid off. and that note he would pay. Some time in February 1836 this Deft signed an other note and still on the same terms and for the use of said Davis. In this month said L.M. left this country and his personal property was attached. on his departure this Defendant pursuant to said agreement went into possession of said mill and continued it in operation unmolested until said L.M. was pursued and voluntarily or involuntarily returned to this county about the 22nd of March. on the 2nd or 3d day after his return in the presence of Lee Mason and others. he said L.M. agreed I had a right to the mill on the aforesaid contract and that he laid no claim thereto. This Defendant then agreed to pay forty five Dollars on a debt due Ransom Clark and due to pay as a completion of the full payment to said Davis for the value of his improvements. This was also accepted neither did the said L.M. at any time after his return ever dispute or call in question the right of Deft to said mill property under the contract. This Deft would state further that said Davis after his return being greatly involved and totally insolvent did not so far as come to the knowledge of this Deft pretend to own any property other than wearing apparrel for any other purpose than to aid in transfering to a Trustee for the use of his creditors generally this Deft states further that on a settlement had about the time last mentioned with said Davis there was found due this Deft for debts and liabilities to the amount of between 27 and 28 hundred Dollars exclusive of the amount for which this defendant had sold said Lot this Defendant then gave said L.M. his notes and assumed individually the payments of the notes of the said Davis which had been signed by the above contract. which said notes constituting the indebtedness of the said L.M. to him this Deft. he this Deft has not seen since. at the time of closing this business with the said L.M. this Deft offered to let said L.M. or any of his friends have said Lot and mill property by paying this Defendant within three hundred Dollars of the amount so found due him from said L.M. This proposition was not accepted the said L.M. Replying that the circumstances of this Defendant made the mill of more value to him this Deft than any one else. the aforesaid proposition was also made to said complt repeatedly before the execution of his supposed mortgage. and this Deft here charges that said complt had full knowledge of this Defts claim to and possession of said mill before the execution of his said mortgage and knew when he took his said mortgage that this Deft had possession of

said mill under agreement of and with the full consent and approval of said Davis. This Defendant positively denies all knowledge & Claim of said Complainant until after said L.M. left this country say about the middle of May following. This Defendant here charges that he this defendant was a security in the note described in Complainants said Bill, discounted in the Urbana Bank. that Complainant was principal in said note. this Defendant signed for said Complainants Benefit and was informed then and after the discounting of said note by said L.M. that said note was for the alone benefit of Complt excepting say 75$ which went to another security. and this Defendant then and still believes that so it was. This defendant in conclusion would further state as appears to him. and he verily believes that said Complt combined with said L.M. to defraud his other creditors. and in this belief he is aided by the fact that the creditors of L.M. were satisfied to a good degree by said L.M. surrendering his his property entirely for the benefit of his creditors generally. and they with one exception let the person of said L.M. go without arrest. which this defendant believes would not have been so if the said Complainant had when executed put his said mortgage on record and having thus fully answered this Defendant prays to be dismissed with his costs in case most wrongfully taxed against him &c

W.G. Lawrence Solr for Deft

Personally appeared before me Silas G. Strong who being duly sworn says that the matters and things set forth in the foregoing answer as from the information of others he believes to be true and those matters of his own knowledge are true in substance and in fact as he verily believes

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

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

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

J.R. Swan

Jason B. Ta
Polly his wife
v
Samuel B.
and others

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Jason B. Taylor &
Polly his wife
v
Samuel B. Comer
and others

Pleas before his Honor L. R. Dunn President and Robert Nelson John Porter and James Hill Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twentieth day of April in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit on the twenty ninth day of August in the year of our Lord one thousand eight hundred and thirty seven came the Plffs by Moses B. Corwin their attorney and filed their petition in the Clerks office of said Court which said petition reads in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas when sitting within and for the County of Union. Your petitioners Jason B. Taylor and Polly his wife late Polly Comer represent unto your Honors that they are joint tenants with one Samuel B. Comer to the following described tracts or parcels of Land lying and situate in the County of Union to wit one Tract of Two hundred acres lying on Treadscreek it being Military Survey Number 7406 Patented to Davia Comer in his life time also forty seven acres of Land adjoining the said Two hundred acres above mentioned on the East side part of Military Survey Number 9798 and deeded to Davia Comer in his life time by Davia Kelber. and your petitioners further represent that they derive title to the two tracts of Land above described by virtue of the last will and testament of Davia Comer late of Union County Deceased which said last will and testament has been duly proven and recorded in this Honorable Court to which will your petitioners pay a reference and your petitioners further represent that the said Davia Comer left Sarah Comer his widow who has since the death of the said Davia Comer intermarried with one Ralph Cherry who are entitled to dower in said tracts of Land above described and who together with the said Samuel B. Comer your petitioners pray may be made Defendants to this petition and your petitioners further represent that no partition has yet been of the two tracts of Land above mentioned that they are entitled to one half of said Tracts of land after the dower of the said Sarah Cherry late Sarah Comer is set off to her according to the provisions of the Statute in such case made and provided. Wherefore Your petitioners pray your Honors to grant an order of partition of the said Two tracts of Land above described and that they may have their interest in the same set off to them by metes and bounds and hold the same in severalty & your petitioners as in duty bound will ever pray &c Moses B. Corwin Sol for petitioners

And afterwards to wit on the day and year last aforesaid came the said Jason B. Taylor and filed the following Notice to wit Samuel B. Comer Sir you are hereby notified that me have this day filed in the Clerks Office of the Court of Common Pleas for Union County a petition for partition of the Real Estate Devised to us by the will of Davia Comer deceased late of Union County ~~deceased~~ to wit Two hundred acres of Land lying on Treades Creek it being Military Survey Number 7406 patented to Davia Comer in his life time also forty seven acres of Land adjoining the said Two hundred acres above described on the east side part of Military Survey number 9798 and deeded to Davia Comer in his lifetime by Davia Colver. and that at the next Court of Common Pleas to be holden in and for said County of Union we will apply to said Court for an order of partition of the said Two tracts of Land above mentioned Jason B. Taylor and Polly his wife

29th of August 1837

on which notice was the following endorsement to wit. on the 29th day of August A.D. 1837 I served the within named Samuel B. Comer with a correct copy of the within notice

Jason B. Taylor

And at the same time the said Jason B. Taylor filed the following notice to wit Ralph Cherry & Sarah his wife you are hereby notified

that we have this day filed in the Clerks office of the Court of Common Pleas for Union County a petition for partition of the Real estate devised to us by the will of Davis Comer deceased late of Union County to wit Two hundred acres of land lying on Treacles Creek it being Military Survey number 7406 patented to Davis Comer in his life time also forty seven acres of land adjoining the said Two hundred acres above described the East side part of Military Survey number 9798 deeded to Davis Comer in his lifetime by Davis Colver and that at the next Court of Common Pleas to be holden in and for said County of Union we will apply to said Court for an order of partition of the said two tracts of land above mentioned 29th August 1837 Jason B. Saylor + Polly his wife

on which notice was the following endorsment to wit Polly his wife on this 29th day of August A.D. 1837 I served the within named Ralph Cherry and Sarah his wife with a correct copy of the within notice

Jason B. Saylor

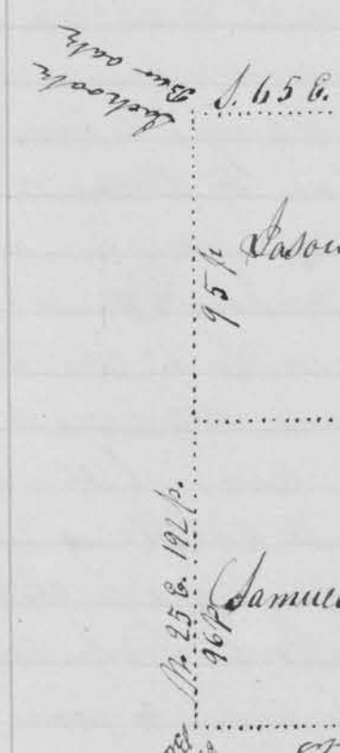
And afterwards to wit on the third day of October in the year of our Lord one thousand eight hundred and thirty seven this cause coming on to be heard and the Defts having appeared and consented that partition be had of the land and premises described in the petition It is ordered that by the oaths of Benjamin Hopkins William B. Irwin and James Miller one full and equal third part of the lands in the said petition described be assigned and Set Off to the said Ralph Cherry and Sarah his wife as the dower of the said Sarah Cherry and that partition be made of said lands subject to said Dower estate in the following proportions to wit to the said Jason B. Saylor and Polly his wife one equal half. and to the said Samuel B. Comer one equal half of the said lands and premises described in said petition. It is further ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause said dower to be assigned and the said partition to be made accordingly and that this cause stand continued. and afterwards to wit on the Seventh day of October in the year 1837 a 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 We command you that without delay by the oaths of Benjamin Hopkins William B. Irwin and James Miller you cause Ralph Cherry and Sarah his wife late widow of Davis Comer late of said County deed to be endowed of one full equal third part of the following real Estate situate in said County of Union to wit Two hundred acres lying on Treacles Creek the same being Military Survey number 7406 likewise forty seven acres of land adjoining the said Two hundred acres above mentioned on the east side part of Survey number 9798 deeded to Davis Comer in his life time by Davis Colver as the Dower of the said Sarah Cherry. and by the like oaths of the said Benjamin Hopkins William B Irwin and Jas. Miller partition be made of said lands subject to said Dower estate in the following proportions to wit To Jason B Saylor and Polly his wife one equal half, and to Samuel B. Comer one equal half of said lands and premises above described and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the County of Union together with this writ [Seal] Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 7th day of October 1837

Ja^s H. Gill

And afterwards to wit on the 19th day of April in the year of our Lord one thousand eight hundred and thirty eight came the Sheriff and made the following return of said writ to wit Executed this writ agreeably to the command thereof. the proceeding had in the matter are hereunto attached Oct 1837

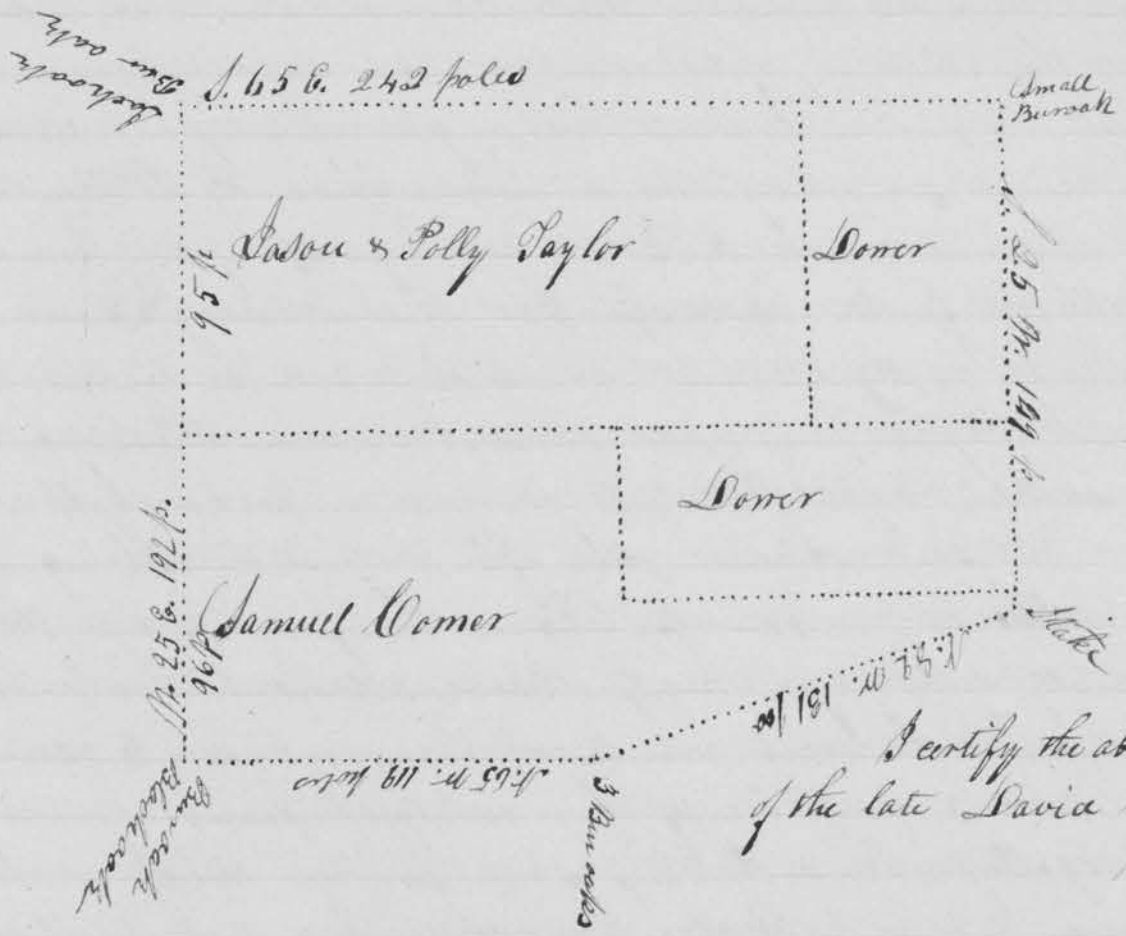
R. Clark Sheriff.

Said proceedings read in the words and figures following to wit



In obedience to a commande of a writ from the Court of Common Pleas of the County of Union and State of Ohio at their October Term in 1837 for a partition of the form of the late Davis Comer Deed in which we the undersignes were apporntee Commissioners We woulde respectfully report that after making a carefull Survey of the same lande named in said writ we found it to contain Two hundred and Seventy Six acres and have divided it as follows We have set off unto the Sd Jason Taylor and Polly his wife the North end of the Survey Bound ed as follows Beginning at a Jack oak and Bur oak N. W. Corner to Survey No. 7406 thence with original West. South 25 degrees west 95 poles to a Stake thence for a partition line S. 65. E. 242 poles to a stake in the east line of Lot No 9798 thence with said line N. 25 W. 94 poles to a small Bur oak the original N. E. corner thence with the original North line N. 65 W. 242 poles to the Beginning containing one hundred and forty three acres. And we have set off unto the Sd Samuel Comer named in the writ the South end of the Survey as follows Beginning at 3 Bur oaks the beginning Corner in the patent to Survey No 7406 from thence running N. 65 W. 119 poles to a Bur oak and Black oak thence N. 25 E. 96 poles to a Stake corner to the division line of Jason and Polly Taylors part thence with said line S. 65 E. 242 poles to a stake in the East line another corner to Sd Taylors lot thence with the East line S. 25 W. 54 poles to the line of Galloways Survey thence with his line N. 82 W. 131 poles to the Beginning containing one hundred and thirty three acres. and we have set off unto the Sd Sarah Cherry as her dower as follows beginning at a stake in the portition line N. 65 W. 116 poles from the east line thence S. 25 W. 49 poles thence S. 66 E. 116 poles to the east line thence with the east line N. 25 E. 144 poles to a Small Bur oak N. E. Corner to Jason & Polly Taylors lot thence with the north line of the Survey N. 65 W. 59 poles to a Stake thence S. 25 W. 95 poles to a Stake in the portion line thence with said line N. 65 W 57 poles to the Biginning containing ninety acres all which will appear in the annexed plat all of which is respectfully submitted Oct 1837

William B Irwin
James C. Miller
Benjamin Hopkins
} Comrs



I certify the above to be a correct plat of the same of the late David Comer decd with the divisions thereof
William B. Irwin Surveyor

And afterwards to wit now here to wit on the day and year first herein aforesaid On motion to the Court by Moses B. Cornin Counsel for the petitioners and upon procuring the proceedings of the Sheriff and also the proceedings of the Commissioners herein before appointed and the same being examined. It is ordered that the said proceedings be and the same are hereby approved and confirmed and that the said parties hold in severalty the Shares Set off and assigned to each Respectively & it is further ordered that the costs and expenses of this suit taxed to $ 38.33 be paid within 30 days by Jason B. Taylor and Samuel B Comer each one half. that Moses B. Cornin receive $ 20.00 in allowance execution issue &c

James H Gill Clerk

Cadwallader Wallace
v
William Annidd
and others

Pleas before his Hono J. R. Oman President and Robert Nelson John Porter and a James Hill Associates Esuages 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 twentieth day of April in the year of our Lord one thousand eight Hundred and thirty eight

Be it remembered that heretofore to wit on the 10th day of March in the year of our Lord one thousand eight hundred and thirty five came the complainant by J. Oman his counsel and filed his petition in the Clerks office of the Court of Common Pleas of the county aforesaid which said petition reads in the words and figures following to wit To the Court of Common Pleas of Union county in the State of Ohio In Chancery Sitting Your petitioner of the County of Pike in said State represents that on the Seventh day of May in the year 1825 one William Annis then holding by patent from the United States the lands hereafter described covenanted to convey within six months thereafter with a good and sufficient deed to one Daniel McCarty Payne a Resident of the County of Fayette in the State of Kentucky (who is made party Defendant to this bill) the following lands to wit the undivided half of Two hundred acres on the waters of the West fork of Scioto being Survey N 3244 in the Virginia Military District in said Union County Beginning at two hickories and a Sugar Tree North west Corner to Robert Whites Survey No 5234 on the line of Peter Talbots Survey No 3005 running with Whites line S. 80 W. 320 poles to an Elm Box Elder and hawthorn N. W. Corner White Survey thence N. 10 W. 100 poles to an ash Elm and dogwood thence N. 80 E. 320 poles to two hickories and an ash in Talbots line thence with said line S. 10 E. 100 poles to the Beginning Your petitioner further Represents that said Daniel McCarty Payne on the 8th day of December A.D. 1832 Sold Transferred and assigned unto one Thomas S. Payne a Resident of St Louis in the State of Missouri all his right title and interest in said premises unto said covenants &c and the said Thomas S. Payne on the 12th day of December 1832 Sold assigned and transferred to your petitioner for value received all his right title and interest in said premises all which will more fully and at large appear by the contract and assignments copies of which marked A. B. &c are herewith filed and made part of this bill Your petitioner further represents that said William Annis is a resident of Grant County in the State of Kentucky and he together with said Daniel and Thomas Payne are made parties Defendants to this bill Your petitioner hath a complete equitable title to said undivided half of said two hundred acres of land but said Annis altho often requested hath refused to convey the same to your petitioner Your petitioner therefore prays that said Defendants may severally answer the matters above set forth as particularly as if interrogated upon each and that the Court will decree a conveyance to your petitioner of said premises and a partition of his interest therein So that he may hold the same in severalty and such other and further relief as may be just and equitable and your petitioner prays an order of publication &c

J Oman Sol for pltf

Know all men by these presents that I. William Annis of Grant County (Ky) have this day bargained and sold to Daniel Mc. Payne his heirs and assigns one half of the land patented to William Annis assignee of Robert C. Appleby heir at Law of Samuel Appleby a certain tract of Land containing two hundred acres situate between the little Miami 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 two hickories and a sugar tree North west corner to Robert White Survey No 5234 in the line of Peter Talbots Survey No 3005 running with Whites line South 80 W. 320 poles to an elm box elder and hawthorn North west Corner to said Whites Survey thence North 10 west

100 poles to an ash Elm and dog wood thence North 80 E. three hundred and twenty poles to two hickories and an ash in Talbots line. thence with said line South 10 East one hundred poles to the beg. patent bearing date the 6th Nov 1824 the tract is supposed to contain two hundred acres more or less I do hereby bind myself my heirs &c to convey with a good and sufficient deed one half of said tract of land to the said Daniel Mc Payne his heirs or assigns in six months from this date under the penalty of five hundred Dollars Witness my hand and seal this 17th of May 1825

Witness Henry Vase
W. Frazer

Mark Annis his

Assignment by Daniel Mc Payne to Thomas J. Payne

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

Test D. McCraig
M.M. Murphy

Assignment of Thomas J. Payne to Cadwallader Wallace

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

Test James Miller
Matthew Bonner

Thomas J. Payne {Seal}

And afterwards to wit on the seventh day of June in the year of our Lord one thousand eight hundred and thirty six this cause was continued. And afterwards to wit on the 10th day of Oct 1836 this cause was continued under former order. And afterwards to wit on the 29th day of March in the year of our Lord one thousand eight hundred and thirty seven. This day came the Complt by A. Swan his Counsel and produced proof of publication and thereupon this cause stands continued And afterwards to wit on the first day of June AD. 1837 This day came the Complainant by his attorney and the Defendants still failing to appear and to answer or demur or plead to the Complainants bill. It is ordered adjudged and decreed that the Complainants bill and the matters therein contained as to all said Defendants be taken as confessed And thereupon it is further ordered ajudged and decreed that the Sheriff of this County by the oaths of Silas G Strong Cyprian Lee and Levi Phelps good and lawful freeholders of this County he cause partition to be made of the following land the same in the pleadings mentioned to wit Survey No 3244 Beginning at two hickories and a Sugar tree North east Corner to Robert Whites Survey No. 5234 in the line of Robert Talbots Survey No 3005 Running with Whites line S. 80 W. 320 poles to an Elm hop elder and horn beam North west Corner to said Whites Survey thence N. 10 W. 100 poles to an ash elm and dog wood thence N. 80 E. 320 poles to two hickories and an ash in Talbots line thence with said line S. 10 E. 100 poles to the beginning setting apart one moiety thereof to the Complainant and the other moiety thereof to the said William Annis if the same can be done without manifest injury of the value thereof & if not the said Strong Lee and Phelps shall make a just valuation thereof and return the same to this Court at our next Term to which this cause is continued. And afterwards to wit on the third day of October in the year of our Lord one thousand eight hundred and thirty seven this day came the Complainant and the Defendants still failing to appear answer or demur to the petition of the Complainant It is ordered adjudged and decreed that the bill and the matters therein be taken as confessed by said Defendants and the Court being fully advised of the premises do order adjudge and decree that an undivided moiety of the following tract of land to wit two hundred acres on the waters of the west fork of Deiota being Survey No. 3244 in the Virginia district being Virginia Military so called beginning at Two hickories and a Sugar tree N.W Corner to Robert Whites Survey No 3005 running with whites line S. 80 W. 320 poles to an Elm hop elder and horn beam N.W. Corner to Whites Survey thence N. 10 W. 100 poles to an ash elm and a dog wood thence N. 80 E. 320 poles to two hickories and an ash in Talbots line thence with said Line S. 10 E. 100 poles to the beginning Set Off and assigned to Cadwallader Wallace and that proceed

in nature of a writ of partition issue to the Sheriff of this County commanding him that by the oaths of Silas G. Strong Stephen McLain and Levi Phelps he cause Partition to be made of said lands setting off and assigning one moiety thereof to the Complainant and the other moiety thereof to the said William Annis if the same can be done without material injury to the whole but if not then that said Strong McLain and Phelps return a just and true valuation of said land to this Court at our next Term to which this cause stands continued

And afterwards to wit on the 6th day of December in the year of our Lord one thousand eight hundred and thirty seven the following writ of partition issued to wit

Seal State of Ohio Union County ss To the Sheriff of said County Greeting

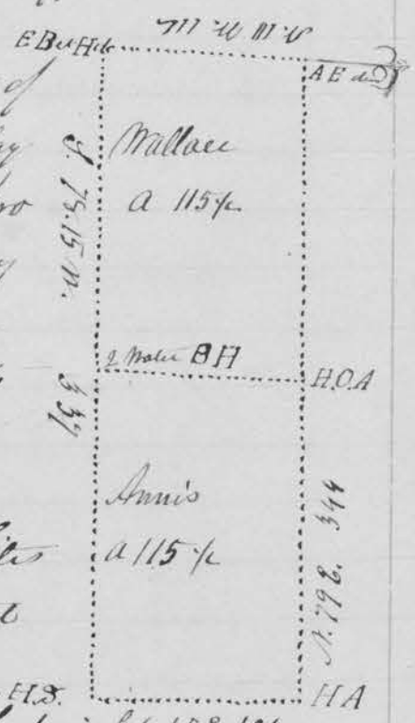
We command you that without delay by the oaths of Silas G. Strong Stephen McLain and Levi Phelps you cause one equal undivided moiety of the following tract of Land to wit Two hundred acres on the waters of the west fork of Scioto being Survey No 3244 in the Virginia District being Virginia Military so called beginning at two Hickories and a Sugar tree N.W. Corner to Robert Whites Survey No 3005 running with Whites line S. 80 W. 320 poles to an elm Box elder and ham tree N. W. Corner to Whites Survey thence N. 10 W. 100 poles to an ash elm and a Dog wood thence N. 80 E. 320 poles to two hickories and an ash in Talbots line thence with said line S. 10 E. 100 poles to the beginning to be set off to Wallace Wallace and the other undivided moiety thereof to be set off to William Annis if the same can be done without material injury to the whole but if not then that said Strong McLain and Phelps return a just and true valuation of said land to this court at our next Term and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for said County of Union at this next Term together with this writ. Witness James H Gill Clerk of the Court of Common Pleas within and for said County this 6th day of Dec. 1837

James H Gill Clk

And afterwards to wit on the 20th day of April A.D 1838 the Sheriff made return of said writ as follows. Served this writ agreeable to the command thereof the proceedings are herewith attached

R. Clark Sheriff

In pursuance of an order of the Court of Common Pleas for the County of Union to us directed we proceeded on the sixteenth day of April 1838 to lay off one equal undivided moiety of the following tract of land to wit Two hundred acres on the waters of the west fork of Scioto River being Survey No 3244 in the Virginia district being Virginia Military so called Beginning at two hickories and a Sugar tree North east corner to Robert Whites Survey No 3005 running with Whites line S. 80 W. (correct) course is S. 78. 15 W. 320 poles actual distance 337 poles to an elm Box elder and Ham thorn North west Corner to Whites said Survey thence N. 10 W. (correct course) N. 6. 45 W. 100 poles actual distance 106 poles to an ash Elm and Dogwood thence N. 80 E. correct course. N. 79. E. 320 poles actual distance 344 poles to two hickories N. 6. 45 E. 106 and an ash in Talbots line thence with said line S. 10 E. 100 poles actual distance 112 poles to the Beginning. We proceeded to lay off the said moiety Beginning in the South line of said Survey at two Water Beaches thence with said line S. 78. 15 W. 168½ poles to an elm Box elder and Haw thorn South west original Corner of said Survey and North west Corner of Whites Survey No 3005 thence N. 6. 45 W. 106 poles to an ash Elm and dog wood north west original corner of said Survey thence with another of the lines thereof N. 79 E. 172 poles to a hickory oak and ash thence S. 8. E. 108 poles to the Beginning.



Levi Phelps Com.r & Surveyor
Silas G. Strong "
Stephen M Lain " Commissioners

And afterwards to wit now here to wit on the day and year first herein aforesaid the Commissioners appointed in this case having made their Report making partition between the parties and the Court having inspected the same do approve thereof and confirm the same

It is therefore considered adjudged and decreed by the Court here that said Examinant Wallace have and hold in Severalty in fee the following moiety of the tract of land in the Bill mentioned Beginning in the South line of said Survey at two water Beeches to wit part of Survey No 3244 thence with said line S. 78. W. 168 ½ poles to an elm Box elder and a Hawthorn South west original Corner of said Survey. and Northwest Corner of Whites Survey No 3005 thence North 45 W. 106 poles to an Ash elm and dogwood North west original Corner of said Survey. thence with one other of said lines N. 7 E. 172 poles to a Hickory oak and ash thence S. 8. E. 108 poles to the Beginning agreeable to the plat hereunto returned Marked Wallace a 115 ½ And it is further adjudged and decreed that the said William Annis shall within thirty days make execute and deliver to said Complainant a good and sufficient deed for said moiety aforesaid. and in default thereof that said Complainant have and hold the same in as pure a manner as if said deed had been executed by said Defendant Annis to the Complainant and the same shall be as fully available in all Courts of Law & Equity to the Complainant as if this decree had been fully executed by Defendant Annis. It is ordered that Counsel fee here should be $20.00 and that all costs be equally paid by Complt and Defendant Annis within thirty days or in default thereof that execution issue as in Judgments at Law

James H. Gillelth

Cornelius Mershon
v
Edward Bailey

Pleas before his Honor S. R. Swan President and John Porter Robert Adson and James Hill Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twentieth day of April in the year of our Lord one thousand eight hundred and thirty eight

Be it remembered that heretofore to wit on the 2nd day of Nov. A D. 1836 came the Complainant by Moses B. Cormin his attorney and filed his bill in Chancery in the Clerks office of said Court which said bill reads in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas within and for the County of Union when in Chancery sitting Humbly complaining sheweth unto Your Honors your orator Cornelius Mershon of the County of Union that on the twenty seventh day of February in the year of our Lord eighteen hundred and thirty four your orator entered into a certain contract with one Edward Bailey for the purchase of one hundred acres of land being lot number eight as surveyed by Levi Phelps Esquire in Survey No 9943 in the Virginia Military Reservation in Union County aforesaid bounded and described by said Survey so made by the said Levi Phelps as aforesaid to which your orator Prays reference for greater certainty, by which said written agreement your orator agreed to pay to the said Edward Bailey the following sums of money as the consideration for said lot of land to wit Fifteen Dollars to be paid on the 15th day of May 1834 the sum of Thirty five Dollars & Forty five cents to be paid on the 30th day of September 1834 & the sum of three hundred and fifty Dollars with interest to be paid on the first day of March A D. 1836 as by said written contract reference being thereto had and which your orator prays may be taken as a part of this bill, will more fully appear. and your orator further represents unto your ~~orator~~ Honors that under said contract he went into peaceable and quiet possession of said lot of land and yet remain in possession of the same. and on which he has made lasting and very valuable improvements of great value to wit of the value of five hundred Dollars and your orator further represents unto your honors that at the special instance and request of the said Edward Bailey he paid to him a part of the purchase of said land before the same became due by the terms

of said contract the said Edward Bailey at the same time sparing your orator that if he would pay to him about fifty five Dollars of last payment of the purchase money on said land as above mentioned he would indulge your orator for the payment of the residue until the Fall of the year 1836 the remainder until the Spring of 1837 and your orator further represents that in pursuance of said last mentioned agreement he did tender to the said Edward Bailey about the sum of one hundred Dollars part and parcel of said payment of three hundred and fifty Dollars due on the first day of March 1836 as above mentioned which said sum of money the said Bailey absolutely refused to receive from your orator stating at the same time that it was much as your orator did not at that time tender to him the full amount of said sum of three hundred & fifty Dollars with interest on the same from the 27th day of February 1834 he had forfeited his contract with him respecting the purchase of said lot of land & that he never would convey said Lot of land to your orator but that the same belonged to him again by the Terms of the written contract above mentioned and your orator further represents unto your Honors that the said Edward Bailey has at all times since refused to receive the balance of the purchase money due from your orator to him on said Lot of land above mentioned always insisting that your orator had forfeited all claim and title to said Land and that he the said Edward Bailey was not bound by the Terms of the said written contract to convey said land to your orator nor would he at any time thereafter convey said lot of Land to your orator. And your orator further represents unto your Honors that the said Edward Bailey further contriving and intending to cheat defraud Harrold and oppress your orator has commenced an action of Ejectment against your orator in the Court of Common Pleas for Union County for the recovery of said one hundred acres of land mentioned and described in said written contract above mentioned and has recovered a Judgment against your orator in said action of Ejectment and is about to issue a writ of Haberi Facias Possessionem, and by said writ turn your orator out of the possession of said one hundred acres of land so sold by said Edward Bailey to your orator as aforesaid, all of which actings and doings of the said Edward Bailey are contrary to equity and good conscience and tend to the manifest wrong and injury of your orator. In tender consideration whereof & in as much as your orator is remediless in the premises at common Law and can only be remedied by the aid and interposition of the Equity Jurisdiction of this Honorable Court your orator prays that the said Edward Bailey may be made Defendant to this bill and that he be compelled on his corporal oath just true and perfect answers to make to each and every of the allegations therein contained as fully and particularly as if he were here again interrogated to every part and parcel thereof. And that your Honors would grant unto him your writ of Injunction restraining the said Edward Bailey from further proceeding on said Judgment in ejectment above mentioned and that on the final hearing of this cause your Honors would order adjudge and decree that on your orators bringing into this Honorable Court the balance of the purchase money due on said land with the interest due thereon according to the Terms of the written contract above mentioned that said Edward Bailey be compelled to convey to your orator said lot of land by deed of general warranty. and that your Honors would grant unto your orator such other and further relief in the premises as shall be agreeable to Equity and good conscience and as to your Honors shall seem meet & your orator as in duty bound will ever pray &c

Moses B. Corwin Solr for Compt

May it Please your Honors to grant unto your orator your process of subpoena

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State of Ohio Union County ss I Cornelius Mershon being duly sworn
deposeand say that all the several matters and things set forth in the foregoing
answer as from the Information of others I believe to be true and that all
the several other matters and things which are stated in the foregoing answer
are true in substance and in fact Cornelius Mershon
Sworn to and subscribed before me this 17th day of October in the year
1836 Samuel B. Johnson Justice of the Peace
And afterwards to wit on the same day and year last herein aforesaid the
following endorsement of allowance was entered upon said Bill to wit
I allow a writ of Injunction in this cause to be continued until the
further order of the Court on Defendant giving Security ~~to Defendant~~
in the sum of four hundred Dollars to be approved of by the Clerk of the Court
Robert Nelson Jas Judge
And afterwards to wit on the same day and year last aforesaid the said
Cornelius Mershon filed in the Clerks office his Injunction Bond which
said Bond reads in the words and figures following to wit
Know all men by these presents that we Cornelius Mershon Joseph Ingraham and John
Mershon all of the County of Union and State of Ohio are held and firmly
bound unto Canada Bailey in the sum of Four hundred to the payment
of which we Jointly and Severally bind ourselves our Heirs executors and
administrators firmly by these presents Sealed with our seals and dated
this 2nd day November 1836. The condition of the above obligation is such
that whereas the above named Cornelius Mershon has obtained an allow-
ance of an Injunction in the Court of Common Pleas of the County
of Union and State of Ohio to stay all further proceedings upon a Judg-
ment Obtained in the same Court of Common Pleas by the said Canada
Bailey against the said Cornelius Mershon at the October Term thereof
A.D. 1836 for his Dower yet to come in a certain action in Ejectment
and costs until the matter thereof can be heard in Equity. Now if the
said Cornelius Mershon shall pay all moneys and costs due or to become
due from him the said Cornelius in and by virtue of said Judgment
at law and all moneys and costs which shall be decreed against
the said cornelius Mershon in case said Injunction shall be Dissolved
then this obligation shall be void otherwise in full force and virtue
Cornelius Mershon (Seal)
Joseph Ingraham (Seal)
John Mershon (Seal)
Approved this 3d day of
Nov 1836
Silas D. Story Clk
And afterwards to wit on the twenty second day of May in the year of our Lord one
thousand eight hundred and thirty seven came the Defendant by Isaac Hamilton
his Attorney and filed his answer to Complainants said bill which said answer
reads in the words and figures following to wit the Answer of Canada Bailey
to the bill of Complainant filed in Union Court of Common Pleas ag[ainst]
this Defendant This Defendant for answer to said Bill or so much thereof
as he is advised is necessary to answer says that he did make a contract of sale to Com-
plainant of a tract of land in Union County which was made about the
time mentioned in the bill the precise time Deft cannot tell because he
has not the written contract that having been deposited with Esqr John
Scott of Union County a copy of which contract when obtained this Deft
prays to have made part of his answer. The description of the land Deft believes
is rightly given in the bill the price to be paid by Complainant was four hun-
dred Dollars at the times and in the sums Stated in his bill and with
interest as Stated Complainant did take possession and is yet in possession
Complt has made some improvement on the land which might be worth
$300. not more

Complainant has paid some small part of the purchase money at different times amounting in all to about eighty Dollars but not to the sum of eighty five all which payment with the time they were made are endorsed on the contract and nothing more has been paid than will appear on the contract, at the time of completing the second payment Complt let Defts have a gun which at the price agreed exceed that payment a small sum of Dollars and this balance was agreed to be credited on the last payment not then due. which was the payment made before and Defts has no recollection or belief that he ever agreed to give Complainant further time to make payment than the time mentioned in the contract. He did once tell Complt that if he would let him have fifty Dollars to pay for land Defts had but he would give him credit for sixty Dollars and would indulge him in further time to pay the balance. So that was Defts pressed for money that Complt refused to comply with the offer and Defendant positively denies that Complt ever tendered him any part of the said sum of the three hundred and fifty Dollars. About the first day of April 1836 Complt did offer to pay Defts about fifty or sixty Dollars this was after the last payment was due and about six months after Defts had so urgently requested him to pay fifty Dollars which sum Defts did refuse to accept. because he had determined from the bad conduct of Complt not to depend longer but to have all the money due him or to rescind the contract and then informed Complainant accordingly. And from that time Complt never offered to pay the balance of the purchase money. At one time or more Complt did say he would get and pay some small part of Defts would receive it all at one time since Judgment in ejectment he said he could get and pay $200. if Defts would accept it which often Defts has refused to accept for the reasons above. But Defts never refused to accept the whole sum due because it was never offered nor did he ever consent to give further time than the time mentioned in the contract except on the condition as above stated which was not accepted or complied with by Complt Defts has at all times since the purchase money became due insisted on his right to rescind the contract Immediately on the last payment becoming due Defts sent to Complt and tendered him a deed for the land and demanded payment of the purchase money according to the terms of the contract. Complt replied that he had not the money and could not get it. Defts then about five or six weeks after tendering the deed and demanding the money as aforesaid tendered to complainant the full amount of all the money he had received of Complt for the land with interest from the time the payments were respectively made which sum and interest amounted at that time to eighty five Dollars which Complt refused to accept. all which acts were done by Defts with a view to rescind the contract and he so informed Complainant and at some time Defendant requested Complt to surrender the possession of the land to him and on his refusal to do so and Defts not being able to obtain the purchase money nor the land on request and believing he had done every thing on his part to entitle him to the possession of the land did bring an action of Ejectment and did obtain Judgt for the possession. Defts has done every thing required of him by the contract and Complt has failed in every thing required of him except paying the small sum of money above stated. Defts has suffered injury in several ways by the failure of Complt to comply with his contract. The land was considerably improved and affording Defts an income for the support of his family. He sold for the purpose of buying more land at 4 pr pr acre and he did buy another tract depending on the price of the land sold Complt to pay for it and by reason of Complts failure to comply with his contract Defts was unable to pay for the land

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he purchased and was obliged to lose the land and the improvements he put on it
Defe positively denies any other offers or terms of payment by Complt than as above
stated in this answer. And having answered every thing in the bill required to be
answered prays to be dismissed with his costs Israel Hamilton atty
State of Ohio Union County ss personally came before the Subscriber Hannah
Bailey and made oath in the form of Law that the above answer by him
made so far as same is stated to be from information he believes to be true
and so far as stated to be within his knowledge is true Hannah Bailey
Sworn to and Subscribed before me this 22nd day of May AD 1837 Ira Hoge J.P.
And afterwards to wit on the first day of June AD 1837 this cause was called
and having been continued at the June of March 1837 was continued under
former order. and afterwards to wit on the third day of October 1837 this
was again called and by consent continued
And afterwards to wit on the 20th day of April 1838
This cause came on for hearing on the bill answer Replication and proofs and exhibits and was submitted to the Court for decision and the Court having become duly
advised in the premises do order adjudge and decree that Complainant do within
thirty days deposite with the Clerk of this Court for the Defendant the amount
due the Defendant on the land mentioned in the bill and answer to wit the
Sum of Four hundred and three Dollars and eighty six cents $403.86 including
interest to the 21st of April 1838 together with interest on that sum from the
date of this decree till paid. And it is further ordered that the said sum of
$403.66 and the interest that may be due thereon shall be paid in Gold or Silver
Lawful Money. and it is further ordered that on failure of Complainant to comply
with the above conditions as above set forth the Injunction herein first be dissolved
and this Bill be dismissed at the Complainants costs. And it is further ordered that
on Complainats complying with the conditions above that Defe shall execute
and deliver to the Clerk of this Court for the Complainant a good and sufficient
deed in fee simple for the land so sold to Complt as aforesaid which shall be delivered
to the Clerk as aforesaid before Defe shall receive the money so to be deposited for
him as aforesaid and it is further ordered that on failure of Complainant
to comply with each and every of the above orders and conditions within the time
above limited the Injunction allowed in this case be dissolved and a writ
of possession issue. and if Comple shall comply in all respects with this de
cree then the Injunction to be made perpetual. It is further ordered
that Complainant pay the costs herein taxed at
and the costs in the action of Ejectment in the Bill mentioned within sixty
days or in default thereof that an execution issue therefor as upon Judgments
at Law. and this Cause is continued

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Clarah Davis widow
of Joseph Davis dec'a
v
Benjamin Davis adm'r
of the said J. Davis dec'd

Pleas before his Honor J. R. Swan President and
Robert Nelson, John Foster and James Hill
associate Judges at a court of Comm on 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 2d Tuesday of April 1838
Be it remembered that heretofore to wit on the 11th day of April 1838
the Complainant by W. C. Lawrence her counsel filed her bill in Chan
cery which said bill reads in the words and figures following to wit
Union Common Pleas April Term 1838 To the Judges thereof.
Clarah Davis of said County of Union respectfully Sheweth unto your Honors
that Joseph Davis the Husband of your petitioner Dies early in the fall of
the year 1837 leaving your petitioner his widow and relict that Letters of admin
istration on the estate the said Joseph dec'd as aforesaid at a called court
were granted to one Benjamin Davis Father to the said Joseph in the
winter Your petitioner further shews that she has one child a son of the
said Joseph and only child of his marriage with your petitioner near
four years of age to maintain. that it became the duty of the appraisers
under the said administrator to set off of the estate for allowance for the
support of your petitioner and his said child an amount equal to one years
maintenance Your petitioner believes and here charges that the amount
set off for such maintenance did not exceed in value Ten cents Your
petitioner also charges that the property going to the administration amount
ed to near Two hundred Dollars but exactly how much your petitioner
cannot say. Your petitioner thinks the doings of the administrator in
this matter severe too severe to be just and equitable, and prays
that said allowance may be increased by this court and that such and
further relief may be afforded in the premises Sarah Davis by
W. C. Lawrence her atty
and afterwards to wit on the 12th day of April A.D. 1838 the following writ issued
to wit State of Ohio Union County ss To the Sheriff of said County Greeting
We command you to summon Benjamin Davis to appear before our Court of
Common Pleas of the County of Union at the Court House in said County on the 20th
day of this inst to answer a petition in Chancery exhibited against him by Sarah
Davis and this he shall in no wise omit under the penalty of one thou
sand Dollars and have you then there this writ
(Seal) Witness James H Gill Clerk of the Court of Com. Pleas
in and for said County this 12th day of April 1838
James H Gill Clk
and afterwards to wit on the day and year first herein aforesaid
The petition coming on to be heard and the Court being satisfied that the
allowance of petitioner as the widow of Joseph Davis by the appraisers
is insufficient the Court do therefore allow said petitioner the fur
ther sum of Seventy five Dollars (75 ℔ in addition the sum allowed
by the appraisers which the Deft as Administrator is ordered to pay out
of the first money Rec'd by him as administrator and cost of this appli
cation taxed at $
James H Gill Clk

J. R. Swan

John Wood
v
Michael P. Capelly
Adm't of
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John Wood
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Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty eight

Be it remembered that heretofore to wit on the twenty third day of October in the year of our Lord one thousand eight hundred and thirty five. The Complainant by Powell & Fuller Counsel for Complt filed his Bill in Chancery which said Bill reads in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas for Union County in Chancery sitting

Humbly complaining sheweth unto your Honors your orator John Wood of Cincinnati in the State of Ohio that Samuel Fisher now deceased late of Hamilton County Ohio in his life time on or about the 15th day of November A.D. 1834 being seized in fee of a Tract of Land now situate in the said County of Union hereinafter particularly described. made and duly executed a mortgage deed of the same to the said John Wood and Charles Bryant since deceased by which mortgage deed the said Samuel Fisher then and there for and in consideration of the sum of fifteen hundred dollars acknowledged to have been paid by your orator John Wood and Charles Bryant to the said Samuel Fisher he the said Samuel Fisher granted. bargained. sold and conveyed unto your orator John Wood and the said Charles Bryant their heirs and assigns forever all that certain Tract or parcel of Land lying and being then in the County of Delaware but now in the County of Union on the waters of Darbys Creek. it being part of lot numbered 4071 and containing 500 acres being part of the same tract of Land conveyed to Samuel Fisher by Christopher Anthony and Anna his wife by deed bearing date December 1st 1817 and all the estate right title interest or demand of him the said Samuel Fisher of in and to the said premises and every part thereof. To have and to hold the premises hereby bargained and sold or ment or intended so to be. with the appurtenances to the only proper use & behoof of the said John Wood & Charles Bryant their heirs and assigns forever. provided nevertheless and the said mortgage deed was. upon this condition. to wit. for that as much as the said Samuel Fisher is now (meaning at the execution of the said mortgage) confined in the Jail of Hamilton County at the suit of Charles Battier and in as much as the said John Wood & Charles Bryant have become bail for his due observance of the prison bounds of the said Jail. It was the expressed condition of the said mortgage that if the said John Wood and Charles Bryant should not become liable for the payment of the respective sums in which they were bound as bail then the said mortgage deed to be void and of no effect otherwise to be in full force &c. And your orator further shews unto your Honors that your orator and the said Bryant being bound to the said Charles Battier as bail for the said Samuel Fisher. for his the said Fishers remaining within the said prison bounds of the said Jail of the said County of Hamilton. the said Fisher escaped from the said prison bounds and thereby your orator and the said Bryant became liable as bail as aforesaid to pay the said Charles Battier the amount of their bonds as such bail And thereupon the said Charles Battier prosecuted his action at Law against the said Samuel Fisher your orator and the said Bryant to recover the amount of the said bonds in the Court of Common Pleas of the said County of Hamilton in which action the said Battier recovered Judgment at June 1826 for the sum of $ 263.43 with interest from the 10th day of February 1827. And your orator further sheweth unto your Honors that your orator long since has been compelled by the said Battier to pay the amount of the said last mentioned Judgment interest and costs amounting to a large sum to wit about $ 500. and the said Fisher during his life time and his legal representatives since

his death have wholly neglected and refused to reimburse your orator the amount so paid for him to the said Butler or any part thereof. The said Samuel Fisher a number of years since (about the year 1829) departed this life leaving Lucinda Elwood Hannah Matilda and Celina Fisher his Children and Mary Elizabeth Homer daughter of Sarah Homer dcd late Sarah Fisher and grand daughter of the said Samuel Fisher dcd and who are the heirs at Law of the said Samuel Fisher dcd and Michael P. Capilly is Administrator of the estate of said Samuel dcd all of whom the said Heirs and Administrator of the said Samuel dcd. reside in the County of Hamilton and who are made Defendants to this bill And your orator further represents that the said Charles Bryant long since departed this life about the year 1830 and Joel Rice and Henry Martin of the said County of Hamilton are administrators on his estate and who are made defendants hereto. And your orator avers that neither the said Charles Bryant dcd in his life time nor his said Admrs. since his death have not paid or contributed towards the payment of any part of the said Judgment so recovered by the said Charles Butler against your orator, the said Samuel Fisher. and Charles Bryant dcd as aforesaid And your orator further shews unto your Honors that the following named persons who are also made defendants to this Bill are in possession of some part of the said land so mortgaged as aforesaid but what part thereof they claim or under or by what title they claim your orator is not advised. to wit William Porter John Hanley Gregory Hanley. Joseph Gibson Joseph Morse Thomas Robinson. James Riddle. And your orator further shews that one John Pate of Cincinnati in Hamilton County claims to have a mortgage executed by the said Samuel Fisher dcd in his life time on a part of the aforesaid mortgaged premises. which the said Pates claims to have a lien prior to your orators mortgage. the contrary of which your ~~orator~~ claims to be the fact. the said Pates has filed his bill in this Court to foreclose his said mortgage. your orator charges that the said mortgage so as aforesaid executed to your orator. was executed long before the said mortgage to the said Pate. and the said Pates well knew of the execution and existance of the said mortgage to your orator. Your orator makes the said John Pate defendant to this bill and prays as to him that his said mortgage may be postponed until your orators mortgage may be satisfied or in case the said Pate has foreclosed his mortgage and may have the same which is covered by his mortgage. Sola. that then the money arising therefrom may be applied (or so much thereof as in equity ought) to the satisfaction of the amount due to your orator Your orator further charges represents unto your Honors. that your orator having become liable to pay the sum of money which he and the said Bryant became liable as bail for the said Fisher dcd. and the said amount of money paid by your to satisfy the said Judgment to the said Charles Butler as aforesaid not having been paid or refunded to your orator by means whereof the legal estate in the said mortgaged premises has become absolutely vested in your orator according to the conditions of the said mortgage. Subject to be redeemed nevertheless in equity on the payment to your orator of the amount of money (principal Interest and costs advanced by your orator upon his aforesaid liability) together with the interest which has and may become due thereon and your orator has often applied to the said Defendants to pay and satisfy to your orator the amount so due to your orator. which they have hitherto wholly neglected and refused so to do Your orator therefore prays your Honors that a writ of Subpoena may issue against the said Defendants that they may be compelled to answer all and singular the premises and particularly that the said Defendants in possession of the said mortgaged premises may particularly designate and set forth what part of the same

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they claim and by what title they claim the same. That an account may be taken of what is due your orator for principal and interest upon the said mortgage. That the said Defendants may pay the same, or that the said mortgaged premises may be sold and the proceeds thereof applied to the satisfaction of the amount found to be due your orator, and that your orator may have such other and further relief in the premises as equity and good conscience may require And your orator will ever pray &c Ponder Fuller Sols for complt

Said mortgage deed referred to in the bill read in the words and figures following to wit

This Indenture made this the fifteenth day of November in the year of our Lord one thousand Eight hundred and twenty four. Between Samuel Fisher of the City of Cincinnati and State of Ohio of the first part, and John Wood and Charles Bryant of the same place of the second part witnesseth that the said Samuel Fisher for & in consideration of the sum of Fifteen hundred Dollars lawful money of the United States, to him in hand well and truly paid by the said John Wood & Charles Bryant, the receipt whereof is hereby acknowledged, Hath granted, bargained, sold, aliened ~~and~~ released conveyed and confirmed, and by these Presents Doth grant, bargain sell, alien, releas, convey and confirm unto the said John Wood & Charles Bryant their Heirs and assigns, all that certain Tract or parcel of Land lying and being in the County of Delaware and State of Ohio on the waters of Darby Creek. It being part of Lot numbered 4071 and containing Five hundred acres, being part of the same tract of land conveyed to Samuel Fisher by Christopher, Anthony and Anna his wife by deed bearing date the first day of December in the year one thousand eight hundred and Seventeen, and all the state, right, title, interest claim and demand which the said Samuel Fisher of, in and to the said premises and every part thereof, together with all and singular the privileges and appurtenances to the same belonging or in any wise appertaining, and the rents issues and profits thereof. To have and to hold the premises hereby bargained & sold, or meant or intended so to be with the appurtenances, to the only proper use and behoof of the said John Wood & Charles Bryant their Heirs and assigns forever. And the said Samuel Fisher for himself, his heirs executors and administrators doth promise covenant and agree to and with the said John Wood, Charles Bryant their heirs executors and administrators and assigns, that he is the true and lawful owner of the premises hereby granted, and has good right, full power and lawful authority to sell and convey the same in manner and form aforesaid, and further that he the said Samuel Fisher, his heirs executors and administrators will Warrant, and forever defend the aforesaid premises with their appurtenances and every part and parcel thereof, unto the said John Wood and Charles Bryant their heirs and assigns against all persons, claiming, or to claim by, from, or under any other person or persons whomsoever

Provided nevertheless, and for that as much as the said Samuel Fisher is now confined in the Jail of Hamilton County, at the suit of Charles Cattier, and in as much as the said John Wood & Charles Bryant have become bail for his due observance of the prison bounds of said Jail, It is the express condition of the foregoing Indenture, that if the said John Wood and Charles Bryant should not become liable for the payment of the respective sums in which they are bound as bail, then to be void and of no effect, otherwise to be in full force and virtue. In witness whereof the said Samuel Fisher has hereunto set his hand and seal the day and year first above written

Sealed and delivered in the presence of us — Samuel Fisher — Seal

The words to Samuel Fisher being first inserted

Thomas Clark

C. Foster

State of Ohio Hamilton County ss

Before me the undersigned a Justice of the peace in and for said County Personally appeared Samuel Fisher the grantor of the within Indenture and acknowledged the Signing and Sealing. to be his Voluntary act and deed for the uses and purposes therein mentioned

In Testimony whereof I have hereunto set my hand and Seal this Seventeenth day of November A.D. 1834 Eighteen hundred and Twenty four James Foster Jus. Peace (Seal)

On which mortgage is the following endorsement to wit

Recorders office Delaware County Ohio. This deed of mortgage was filed for record August 4th 1836 and Recorded the same day in Book No 8 pages 184 & 185 Thomas Reynolds Recorder

and afterwards to wit on the 24th day of October in the year of our Lord one thousand eight hundred and thirty five there was issued out of the Court of Common Pleas of Union County to wit. State of Ohio Union County ss

To the Sheriff of said County Hamilton County Greeting

We command you to summon Michael P. Cassilly admr of Saml Fisher Lucinda Fisher Elwood Fisher Hannah Fisher Matilda Fisher Celine Fisher Mary E. Fisher Heirs at Law of the said Samuel Fisher. Joel Rice and Henry Martin administrators of Charles Bryant decd and John Pate to be and appear before the Hon the Judges of our Court of Common Pleas at the Court House in Marysville on the first day of the next Term of said Court to be holden within and for the said County of Union to answer a petition in Chancery filed in our said Court against them By John Wood Complainant. and this they shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ

(Seal) Witness the Honorable Joseph R. Swan Esq. President of our said Court of Common Pleas at the Court House in Marysville this 24th day of October A.D. 1835 Silas G. Strong Clerk

and afterwards said writ was returned served as follows to wit

Served M.P. Cassilly Admr &c by copy left at usual abode Noem 6. 1835 Lucinda Elwood Matilda & Celine Fisher served personally by copies. Henry Martin Adr by copy left at usual abode & John Pate personally by copy Nov 9. 1835 the other Defendants not found S. Fosdick Sheriff Hamilton Co

and on the same day on which the foregoing writ issued the following writ writ was issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting— We command you to summon Michael P. Cassilly admr of Samuel Fisher Lucinda Fisher Elwood Fisher Hannah Fisher Matilda Fisher Celine Fisher Mary E. Hauser Heirs at Law of the said Saml Fisher Deceased Joel Rice and Henry Martin Administrators of Charles Bryant Deceased. John Pate William Porter John Harley Gregory Harley Joseph Gibson Joseph Morse. Thomas Robinson and James Riddle to be and appear before the Honorable the Judges of our Court of Common Pleas at the Court house in the Town of Marysville in the County of Union on the 1st day of the next Term to answer a Bill in Chancery filed in our said Court against them by John Wood and here of fail not. under the penalty of One thousand Dollars Witness the Honorable Joseph R. Swan President of our said Court at the Court House in Marysville this 24 day of October 1835 Silas G. Strong Clerk

which said writ was returned as follows to wit

Served on the within William Porter John Harley Gregory Harley Joseph Gibson Joseph Morse Thomas Robinson and James Riddle by sending to each one a copy of this writ Michael P. Cassilly Samuel Fisher Lucinda Fisher Elwood Fisher Hannah Fisher Matilda Fisher Celine Fisher Mary E. Hauser Joel Rice Henry Martin Charles Bry John Pate Not found Feb 1836

C. Minger Sheriff

and afterwards to wit on the 6th day of August A.D. 1836 another writ of subpoena issued which reads in the words and figures following to wit

State of Ohio Union County ss To the Sheriff of Hamilton County Greeting We command you to Summon Lucinda Fisher Elwood Fisher Hannah Fisher Matilda Fisher Celine Fisher and Mary Elizabeth Houser Daughters of Sarah Houser decd late Sarah Fisher Michael P. Cassilly Administrator of the Estate of Samuel Fisher deceased & Joel Rice & Henry Martin administrators of Charles Bryant decd John Pate Williams Porter Gregory Harley John Harley Joseph Gibson Joseph Mace and Thomas Riddle son to be and appear before the Honorable the Judges of the Court of Common Pleas at the Court House in the Town of Marysville in said County of Union on the 1st day of our next Term to answer unto John Wood the charges and allegations in a certain Bill in chancery filed against them and this they shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ. Seal Witness J. R. Swan President of our said Court aforesaid this 6th day of August A.D. 1836. Silas G. Strong Clk

And afterwards to wit on the 19th day of October A.D. 1836 said writ was returned endorsed as follows (to wit) Served Lucinda Fisher Mary Eliz Houser & Henry Martin Admr personally by Copies. Elwood Fisher Matilda Fisher Celine Fisher M.P. Cassilly Admr and John Pate by copies left at their usual places of abode October 8. 1836. the other Defendants not found Samuel Foy de Sheriff

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

Michael P. Cassilly Admr of Samuel Fisher decd & the Heirs of said Fisher adrs John Wood

Union Common Pleas In Chancery to foreclose

The answer of Elwood Fisher one of the Heirs of Samuel Fisher decd

This Respondent saving and reserving all the Benefit of Exception to any errors and defects of the Bill of complaint filed against himself and his father family in this cause by John Wood Respectfully Sheweth That he admits that his father Samuel Fisher executed a mortgage to secure said wood and one Charles Bryant against loss for becoming his security for the payment of a sum of money amounting as well as your Respondent remembers to or about two hundred and fifty or three hundred Dollars. which they subsequently as he understood paid but he insists that the same was without about fifteen afterwards paid to the said Charles Bryant the or mortgagee. by delivering him among other property three horses. and that one of these horses shortly afterwards dying. the value of him being about one hundred Dollars. was paid to the said Bryant in cash by the said Samuel Fisher as he is informed verily believes and expects to prove Your Respondent further supposes that this property and payment were made & delivered to the said Bryant with the knowledge and consent of the said Wood and for the payment expressly of the monies paid as security aforesaid. Although the said Samuel Fisher not being a man of business habits probably did not take or preserve any receipts to that effect as your Respondent is ignorant of the existence of any Respondent therefore denies the equity of said bill of complaint and charges that it is prosecuted under a forgetfulness or misapprehension of the facts He admits that the mortgagor Samuel Fisher departed this life in the fall of 1827 and that he and the other Defendants except M.P. Cassilly the Same are the Heirs at Law of said deceased, and prays that the Court will dispose of the Complainants Bill according to the facts herein stated

Elwood Fisher

State of Ohio Hamilton County S.S. Before me C. Harrison a Justice of the peace within and for the County aforesaid personally came William Porter who being affirmed to speak the truth deposes and says that the foregoing answer to the bill of Complaint of John Wood exhibited against him and others in the Union C. Comm. Pleas so far as he knows the facts thereof is true & so far as they are derived from the information of others. he strictly believes them true. In testimony whereof I have hereunto set my hand and seal this seventh day of May 1836
Sworn to and subscribed before me Ebenezer Hanson Justice of the peace (Seal)
And afterwards to wit on the 14th day of September A.D. 1836 came William Porter another of the Defendants to Complainants said Bill and filed his answer which said answer reads in the words and figures following to wit
The Separate answer of Wm Porter one of the Defendants to a bill exhibited against himself and others by John Wood Complainant. This Defendant now comes and for answer to said Bill of Complaint says that until the commencement of this suit in this Court by said Wood Complainant. he this Defendant remained wholly Ignorant of the claim of said Complainant founded on said mortgage. That this Defendant Knowing nothing of said claim. purchased of said Samuel Fisher thirty five and one half acres of the Land covered by said mortgage on the 23d day of September in the year 1826. That afterwards and after the decease of the said Samuel Fisher. This Defendant at the February Term 1832 of this Court commenced his action by Bill in Chancery against the Heirs at Law and legal Representatives of the said Fisher and at the June Term of this 1833. obtained a Decree for title to the parcel of said Land bounded as follows
Beginning at a Sugar Tree and Buckeye thence N. 80 E. 116 poles to a Stake in the Road from Milford. thence with said Road S. 89 W. 152 poles to a Stake in the West line of said Survey. thence with said line N. 10 W. 98 poles to the Beginning. This Defendant after the rendition of said Decree had the same Recorded. This Defendant further charges that he purchased for a valuable consideration and Innocently Knowing nothing in relation to complainants said claim but Denies that the land then lay in Delaware County. but States that it then and still lays in Union County. and having thus fully answered he prays to be dismissed with his costs &c
William Porter
N. C. Lawrence Sol for Deft

State of Ohio Union County ss
I Wm Porter being duly sworn depose and say that the matters and things set forth in the foregoing answer as from Information of others I believe to be true. that all the several other matters and things therein set forth are true in substance and in fact Wm Porter
Sworn to and subscribed this 24th day of September 1836 before me David Burnham J.P.
And afterwards to wit on the same day and year last aforesaid came Gregory Hanley another of the Defendants in said Bill mentioned and filed his answer which said answer reads in the words and figures following to wit
The Separate answer of Gregory Hanley one of the Defendants to a bill exhibited against himself and others by John Wood. This Defendant now comes and for answer to said Bill States that he holds by and from Thomas Robinson who holds under said Samuel Fisher the following described piece of said Land described in Complainants said Bill all of which this Defendant purchased without the least knowledge of said Complainants said Claim as founded on said mortgage to wit
Beginning at a black ash in the line of John Hanleys land South west corner to 120 acres Surveyed for John Pate on said Survey No 4071 thence with the said Hanleys line S. 80 W. 52 poles to a Buckeye and Sugar tree thence with another of said Hanleys S. 60 poles to a White ash corner of said Hanleys land also a corner of Joseph Gibsons land thence with said Gibsons line crossing Buck Run thence N. 20 W. 92. poles to said

Gibsons N.W. Corner being a Stake in the margin of the old Delaware Road. thence with another of said Gibsons lines and with the line of said Road S. 17 W. 19 poles to a Stake S. W. Corner of Josephs Moores land. thence with said Moses line N. 17 W. 61 poles to a Sug ar tree Hickory and oak. thence N. 80 E. 103 poles to a Sug ar tree and ash in the line of said John Yales land 120 acres thence with said Yales line S. 9. 10 E. 81 poles to the Beginning all of which may be seen by reference to Book 3a page 369 & 70 in the Recorders office of said County of Union. This Defendant denies that said lands lay in Delaware County at the time of the date of said Mortgage. but charges that then and for years prior it had lain in the said County of Union. This Defendant further says that he purchased innocently being ignorant of Complainants said Claim and for a valuable consideration paid by this Defendant to said Robinson. and having thus fully answered he prays to be dismissed with his costs &c

Gregory Hawley

W.C. Lawrence Sol for Defe

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

Sworn to and subscribed before me this day of June 1836

John S. Irwin J.P.

And afterwards to wit on the same day and year last herein aforesaid came Joseph Gibson another of the Defendants to Complainant said Bill and filed his answer thereto which answer reads in the words and figures following to wit

The Separate answer of Joseph Gibson one of the Defendants to a bill exhibited against himself and others by John Wood Complainant

This Defendant now comes and for answer thereto states that of his own right he this Defendant has no claim on the Lands described in Complainants said Bill. but says that he is in possession of fifty acres of the same bounded as follows. beginning at a Stake Southeasterly Corner to Lands sold by Samuel Fisher to Josiah Davis. thence S. 20 E. 92 poles to a white ash Corner to Land sold by said Fisher to John Porter. thence S. 83. W. 172 poles to a Stake in the old Delaware Road, thence with said Road North 47 E. 15 poles thence North 63. E. 68 poles thence north 42 E. 34 poles to the Beginning. that this Defendant holds in possession in right of his wife Mary. to whom whilst sole the same was deeded by said Samuel Fisher and wife on the 26th day of Sept 1826. the Deed is of Record in among the Records of this County Book 2na page 152 & 3. this Defendant denies all knowledge of the said mortgage prior to the commencement of this suit. and charges that said Land on the execution of said mortgage lay in this County and not in Delaware as charged in Complainants said Bill. this Defendant having thus fully answered prays to be hence dismissed with his costs &c

Joseph Gibson

W.C. Lawrence Sol for Deft

State of Ohio Union County ss

I Joseph Gibson being duly Sworn depose and say that the matters and things set forth in the foregoing answer as from the Information of others I believe to be true and that all the several other matters and things therein set forth are true in substance and in fact Joseph Gibson

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

And afterwards to wit on the Eighth day of October in the year of our Lord one thousand Eight hundred and thirty Six came John Hawley another of the Defendants to said Bill of Complainant and filed his answer which said answer reads in the words and figures following to wit. The Separate answer of John Hawley one of the Defendants to a bill of complaint filed against himself and others by John Wood. The said John Hawley now comes and for answer to the said Bill of the said John Wood says, that he knows nothing of the execution

of the mortgage deed by Fisher in his life time to said Complainant and Charles Bryant. That until this cause was pending in this Court. this Defendant was never informed by any one of the existence of said mortgage. That this Defendant purchased of one John D. Porter and wife in the year 1836 and in the same year and on the 10th day of December received a deed for the following described parcel in the County of Union Ohio being a part of Survey No 4071 and bounded by a line as follows viz. Beginging at Stake where Sullivants line crosses said Porters Survey at the west line thence North 85 poles to a hickory and water beach thence N. 8 E. 211 poles to two Ironwoods thence S. 10 E. 136 poles to 2 Sugartrees Iron wood and dogwood thence S. 53 W. 13 poles to Sullivants line where it crosses Sd Porters Southward line thence said Sullivants line north 85 W. 171 poles to the Beginning containing one hundred and seventy seven acres more or less all of which will more fully appear by reference to records of said County of Union Vol 2nd page 145 & 46 where on the 28th of January 1837 said Porter deed to this Defendant is of record. Said Porter held under said Samuel Fisher deceased by deed of date of and also of record in this County This Defendant denies that said lands lay in Delaware County in the year 1824 but charges that said Land then and for four years preceeding was and still is in said County of Union. This Defendant says that he purchased said Tate Innocently and without having any or the least Information of the Claim of said Complainant and having thus fully answered prays to be dismissed with his costs &c

John Hawley

W C. Lawrence Sol for Deft

I John Hawley being duly Sworn depose and say that the several matters and things set forth in the foregoing answer are true and those stated on information he believes to be true as he verily believes John Hawley

Sworn to and subscribed before me this 8th day of October 1836

Silas G. Strong Clerk

And afterwards to wit on the 29th day of March 1837 came Thomas Robinson and then of the Defendants to said Bill of Complainant and filed his answer which said answer reads in the words and figures following to wit

The Separate answer of Thomas Robinson one of the Defendants to a Bill exhibited against himself and others by John Wood Complainant

This Defendant now comes * for answer to said bill says that he holds by deed from Samuel Fisher the following described parcel of said Land described in Complainants said bill all of which this Defendant purchased without the least knowledge of said Complainants said claim as founded on said mortgage bounded as follows. Beginning 30 L. 83 W. from a corner of John Porters Survey at an Ironwood and Buckeye thence S. 3 W. 79 poles to the westerly line of said Fiskers Survey thence N. 85. 50 W. 145 poles to two white ashes thence N. 10 W. 38 poles thence N. 83 E. 142 poles to the Beginning. all of which may be seen by reference to Book 2. page 127 in the Recorders office of said County of Union. This Defendant denies that said Lands lay in Delaware County at the time of the date of said mortgage. but ~~as complainant~~ charges that it then and for years prior had lain in the said County of Union. This Defendant further says that he purchased innocently being Ignorant of Complainants said Claim and for a valuable consideration paid by this Defendant to said Fisher. and having thus fully answered he prays to be dismissed with his costs &c P. B. Cole Sol for Deft

I Thomas Robinson being duly Sworn depose and say that all the several matters and things set forth in the foregoing answer as from the Information of others I believe to true & that all the several other matters and things therein stated are true in substance and in fact Thomas Robinson

and afterwards to wit on the thirty first day of March in the year of our Lord one thousand Eight hundred and thirty seven came the complainants and the Defendants who have answered. and it is ordered by the Court

that the said Bill of complainants be taken as confessed as to the Defendants who have not answered. By the consent of the parties here in Court It is ordered that this cause be referred to the master commissioner of this Court to take further Testimony to Survey and ascertain how much of the Land claimed in the Bill remains not covered by the claims of the Tenants in possession who are Defendants & who have answered and to ascertain the sum of money now due the Complainant on account of the mortgage mentioned in the Bill and report thereon to this Court at the next Term. And afterwards to wit on the third day of October A.D. 1837 came Silas F. Strong Master Commissioner and files his Report as follows to wit. Pursuant to the order of the Court of Common Pleas I have proceeded and ascertained by actual personal Survey That the mortgage executed by Samuel Fisher as set forth in the Bill of John Wood is upon the same Lands set forth in the several answers filed in said Court in part That I find a certain piece of said mortgaged premises not included in any of the said answers which said piece of land is Bounded as follows. Beginning at a Red oak in the line of R. F. Manns Land and a corner to Joseph Gibsons. thence with Gibsons line N. 3 W. 22 poles to a Buckeye & Iron wood thence N. 83 E. 29 poles to a Stone thence S. 10 E. 50 poles along John Hanleys line to a Hickory in the line of R. F. Manns land thence with his line N. 85 West 42 poles to the Beginning containing Eight and one half acres of Land - Also one other piece of Land not claimed by any of said Defendants in their said answers to wit Thirty one and one half acres Bounded as follows Beginning at a Sugartree Hickory and Red oak Northwest corner to Thomas Robinsons lot and in the line of Joseph Morse thence with said Morses line N. 14 W. 50 poles to an Iron wood thence N. 80 E. 105 poles to an Elm and Iron wood Northwest corner to Land mortgaged to John Pate thence N. 9 E. 48 poles to an Oak and Sugartree South east corner to said Robinsons thence with his line N. 80 W. 103 poles to the Beginning containing 31½ acres but that this last mentioned Tract is covered by a Tax title Deed the Redemption of which can be accomplished with the sum of $13.82.6 all of which is submitted. Silas F. Strong Master Com. in Chancery

And afterwards to wit on the fourth day of October in the year of our Lord one thousand eight hundred and thirty Seven came the complainant by his Counsel and the Bill being ordered by the Court to be taken as confessed as to the Defendants who have not answered and the Court having heard the cause upon the Bill. the answers of some of the defendants the proofs exhibits and masters report and the Court having had mature consideration thereon do find that there is due the complainant upon the said mortgage from the estate of the said Samuel Fisher decd the Sum of $263.43 with Interest from January 1st 1827 and that the Land in the said Bill and mortgage described is subject to the payment of the said Sum of money except as to the rights of the Defendants Tenants in possession who have purchased parts to the said land without notice of the mortgage. and it appearing to the Court by the masters report that there are two lots or Tracts of land parts of the said mortgaged premises to wit one lot containing 8½ acres and the other lot containing 31½ acres not protected by the Claim and title of the said Tenants in possession It is therefor ordered adjudged and decreed that the said administrator of the said Samuel Fisher deceased pay to the said Complainant John Wood out of the Assets in his hands unadministered the Sum of $263.43 with Interest from the first day of January 1827 in thirty days and that in default thereof that the right of redemption of the heirs of other legal representatives of the said Fisher decd defendants hereto be forever foreclosed as to the said two lots or tracts of land parts of the said mortgaged premises 8½ and 31½ acres and that thereupon the said master Commissioner of this Court proceed to sell the last mentioned tracts or lots of land as upon executions at Law for the

purpose of making the aforesaid sum of money and Interest aforesaid and that he make return of his proceedings to this Court at the next Term thereof and this cause is continued and afterwards to wit on the day and year first herein aforesaid came the Complainant by his attorney and the Court having examined the report and proceedings of the Master commissioner in the sale of the Lands in question in pursuance of the order and decree of this Court at the last Term and the Court having examined the proceedings on the sale of the said Land by the said master do find the same in all things in conformity to the Statute regulating the sale of Lands under executions at Law do confirm the same and do order said Master to execute proper deed or deeds of conveyance to the purchaser or purchasers in pursuance of the said sale. And it appearing to the Court that the amount of money made on the said sales is $ 177.02 from which deduct the sum of $ 51.53 the amount of costs in this cause expendid will leave the sum of $ 125.49 which is ordered to be paid over to Complainant or his Attorney

Attest Jas. H. Gill Clerk

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William Warrington
vs.
Isaac McLung

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hall his associates Judges, at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight. Be it remembered that heretofore to wit on the 29th day of March A.D. 1837 came Alexander McWilliams a Justice of the peace for the County of Union and filed a Transcript from his docket in the above cause which said Transcript reads in the words and figures following to wit as to the Judgment, appeal and recognizance to wit. The Court's Judgment is rendered against the defendant Isaac McLung for twelve dollars and costs of suit taxed at Four Dollars and seventy six cents December 31. 1836 On request of Defendant an appeal was given January 1. 1837 Whereupon the appellant enters the following recognizance of special Bail to wit. In the action of William Warrington against Isaac McLung I Thomas McLung acknowledge myself bail for the appellant in the sum of twenty Eight Dollars 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 January 9th 1837

Thomas McLung (Seal)

Taken signed and acknowledged in this day of January in the year 1837 Before me

Alex McWilliams Justice of the peace

and afterwards to wit on the first day of June in the year of our Lord one thousand Eight hundred and thirty seven On motion it was ordered that the appellant enter security by filing a new appeal bond here within thirty days from the rising of this Court with security approved by the Clerk of this Court and this cause is continued

and afterwards to wit on the third day of october in the year of our Lord one thousand Eight hundred and thirty seven On motion it is ordered that the Deft file a new Bond with security & the acceptance of the Clerk in the Sum of $50.00 within Ten days from the rising of this Court Whereupon this cause is continued and afterwards to wit on the 11th oct 1837 came the appellant by P. B. Cole his attorney and filed his Bail bond which said bond reads in the words and figures following to wit. In the action of William Warrington against Isaac McLung I Hugh Thompson acknowledge bail for the appellant in the sum of Fifty Dollars 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. Taken signed and acknowledged on this twelfth day of october in the year A.D. 1837 before me

Hugh Thompson

Jas H. Gill Clerk

And afterwards to wit on the 20th day of April A.D. 1838 this cause was called and came

And afterwards to wit on the ninth day of April in the year of our Lord one thousand Eight hundred and thirty Eight came the Plaintiff by William C. Jamison his attorney and filed his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss. Court of Com Pleas Union County to wit April 1838 William Warrington complains of Isaac McLung in a plea of assumpsit for that whereas the said Isaac on the first day of Nov in the year 1836 at the County aforesaid was indebted to the William in the sum of twelve Dollars for the price and value of goods then and there Bargained and sold by the said William to the said Isaac at his request and and in the sum of twelve Dollars for the price and value of work then and there

done by the Plaintiff for Defendant at his request and in the sum of twenty Dollars for money then and there received by the Defendant for the use of the Plaintiff. Also for that whereas the said Isaac on the first day of Nov in the year last aforesaid. in consideration that the said William at the request of the said Isaac had permitted him to hold and occupy a certain House building and lands with the appertenances situate in Allen Township at the County of Union aforesaid. and which the said Isaac had accordingly seen occupied and injoyed for a long space of time then elapsed. he the said Isaac promised the said William to pay him on demand so much money as he reasonably deserved to have therefor. and the said William avers that he reasonably deserved to have therefor the sum of thirty Dollars. And whereas the Defendant afterwards to wit on the day and year last aforesaid in consideration of the premises then and there promised to pay the said several sums of money on request to the Plaintiff. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the Plaintiff thirty Dollars and thereupon he brings suit &c

M. L. Lawrence Atty for Plff

And afterwards to wit on the day and year first herein aforesaid came the Plaintiff by M. L. Lawrence his attorney. and the Defendant though solemnly called came not but made default. Whereupon it is considered that the said Plaintiff ought to recover his damages by reason of the premises. and neither of the parties requesting a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said Plaintiff to Ten Dollars

It is therefore considered by the Court that the said Plaintiff recover of the said Defendant the said sum of $ 12.00 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to Dollars and cents

James H. Gill Clerk

J. R. Swan

Urbana Bank
vs
Christian Goul

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight. Be it remembered that heretofore to wit on the thirtieth day of March in the year of our Lord one thousand Eight hundred and thirty Eight the Plaintiff sued out of the Clerks office of said Court a writ of summons which Summons reads in the words and figures following to wit. State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to Summon Christian Goul Stephen McLain and Cyprian Lee to appear before our Court of Common Pleas of the County aforesaid at the Court House in the said County on the first day of next Terme to answer unto the President & Directors of the Urbana Banking Co in a plea of the case Damages $100.00 and have you then there this writ. [Seal] Witness James H. Gill Clerk which said writ was endorsed as follows to wit Suit on note of $ 80. Dollars due Plffs 26. June 1837 John M. James atty and afterwards to wit on the 18th day of April A.D. 1838 the Sheriff made return of said writ as follows to wit Served by delivering a certified copy April 1st 1838 R. Clark Sheriff. and afterwards to wit on the Sixteenth day of June in the year of our Lord one thousand Eight hundred and thirty Eight came the Plffs by John M. James their attorney and filed their declaration which said declaration reads in the words and figures following to wit

State of Ohio Union County ss In the Common Pleas of April Term 1838

The President & Directors of the Urbana Banking Company by their

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Attorney John
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attorney John H. James complain of Christian Gout Stephen M Lain & Cyprian Lee in an action of assumpsit for that whereas the said Defendants on the first day of January 1838 at the County aforesaid were Indebted to the Plaintiffs in the sum of one hundred Dollars for so much money had and received and being so Indebted they then and there in debta~~d~~ ~~and~~ in~~debitatus~~ promised the Plaintiffs to pay them the said sum of money when thereto requested and altho the same has been often demanded it is yet unpaid to damage of Plaintiffs one hundred Dollars for which they sue &c John H James atty

And afterwards to wit on the day and year first herein aforesaid came the Plaintiffs by their attorney and the Defendants though solemnly called came not but made default. Whereupon It is considered that the Plaintiffs ought to recover their damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the said Plaintiffs to Eighty five Dollars and twenty cents Therefore it is considered by the Court that the Plaintiffs recover of the Defendants the said sum of $85.20 their damages aforesaid in form aforesaid aforesaid

Attst James H Gill Clerk

John D. Pollock
vs.
William Sharp

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges. at a Court of Common Pleas 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 thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight Be it remembered that heretofore to wit on the first day of January in the year of our Lord one thousand Eight hundred and thirty Eight the Plaintiff sued out of the Clerks office of said Court the following writ of replevin to wit. State of Ohio Union County ss To the Sheriff of said County Greeting. Seal We command you that without delay you cause to be replevied unto John D. Pollock the following goods and chattles to wit. one carriage commonly called a gig which William Sharp wrongfully detains from the said John D. Pollock as it is said and also that you summon the said William Sharp to appear at the next Term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said John D. Pollock for the unlawful detention of the said goods and chattles. Damages Thirty Dollars and have then there this writ Witness James H. Gill Clerk of the Court of Common Pleas within and for said County of Union this 1st day of January A. D. 1838 James H. Gill Clerk and afterwards to wit on the same day and year last aforesaid the Sheriff returned said writ as follows to wit Rece'd Jany 1st 1838 and served on the same day by Replevying a certain two wheeled carriage commonly called a gig found in the possession of William Sharp and delivering the same to John D. Pollock after appraising the same by the oaths of David Sprague Hezekiah Bates and Joseph Mullin at nine Dollars and also taking Bond of the said John D. Pollock and delivering a certified copy to William Sharp R. Clark Sff and afterwards to wit on the 7th day of May in the year of our Lord one thousand Eight hundred and thirty Eight ~~this cause was called and continued~~ and after came the Plaintiff by T. B. Cole his attorney and filed his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas April Term A. D. 1838 John D. Pollock complains of William Sharp in a plea of Replevin for that the said William on the first day of January A. D. 1838 at the County aforesaid was possessed of certain goods and chattles of the said John D. Pollock to wit one carriage commonly called a

gig to be delivered to the said John D. Pollock when he the said William Sharp should be thereto afterwards requested Yet the said William Sharp requested so to do has not delivered the said goods and chattles nor any part thereof to the said John D. Pollock and so the said William Sharp wrongfully detains the same from the said John D. Pollock to his Damage Thirty Dollars and therupon he sues &c By P.B.Cole his attorney

And afterwards to wit on the same day and year last aforesaid came the Defendant by M.Carrouse and filed his plea which said plea reads in the words and figures following to wit William Sharp ads John D. Pollock Union Common Pleas April Term 1838 in Replevin. And the said William Sharp comes and defends &c and says that he does not wrongfully detain the goods and chattles mentioned in the Declaration or any part thereof in manner and form as therein alledged and of this he puts himself upon the Country and the said Plaintiff doth the like

M.Carrouse atty for Defe-

On this cause on trial Plaintiff will take notice that Defendant will prove and give in evidence that the said gig if held by Defendant was held in pledge as the property of one Burton Blizzard whose in fact it is in security for the payment of a debt due Deft from said Blizzard and in consequence of the failure to redeem the same is come of Defts And afterwards to wit on the day and year first herein aforesaid came the parties by their attornies and thereupon came a Jury to wit David Chapman Joseph Richy Samuel H. Dodd Eli Lundy James Stillings Peter Snider Henry Goodrich Ralph Cherry Joseph Brannon William Blue James Davis and Henry Aumine. who being empannelled and Sworn the truth to speak upon the issue Joined between the parties upon their oaths do say that the said Defendant doth not wrongfully detain said goods and chattles as is is alleged against him and the said Jury further say that the right of property in and to the said goods and chattles in the said Declaration Specified was at the commencement of this suit in the said Defendant. and they assess the damages of the said Defendant by reason of the premises to Eight Dollars Therefore it is considered that the said Defendant recover of the said Plaintiff the said sum of Eight Dollars his damages aforesaid in form aforesaid assessed and also his costs herein expended taxed to Dollars and cents.— Attest James H. Gill Clk

J. R. Swan

Cornelius Mershon vs Solomon Postles

Pleas before his Honor J. R. Swan President and and Robert Nelson John Porter and James Hill his associate Judges at a Court of Common Pleas Began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight— Be it remembered that heretofore to wit on the twenty Eighth day of August in the year of our Lord one thousand Eight hundred and thirty seven the Plaintiff sued out of the Clerks office of the Court of Common Pleas aforesaid the following writ to wit

State of Ohio Union County ss To the Sheriff of said County Greeting

(Seal) We command you that without delay you cause to be replevied unto Cornelius Mershon one dark Iron Gray Mare which Solomon Postles wrongfully detains from the said Cornelius Mershon as is said and also that you Summon the said Solomon Postles to appear at the next Term of our Court of Common Pleas to be held

within and for the said County of Union to answer unto the said Cornelius Mershon for the unlawfull detention of said property Damages $ 75.00 and have you then there this writ. Witness A. R. Shaw President of said Court this 28th day of August A.D. 1837 James H. Gill Clerk

And afterwards to wit on the twenty Eighth day of September in the year of our Lord one thousand Eight hundred and thirty seven the Sheriff returned said writ as follows to wit. Served by Replevying the mare and delivering a copy to Defendant and appraising the same by the oaths of S. Gilbert A. Skinner and C. Farnum to $ 40. Dollars and delivered the same and took Bond for $150. Dollars of C. Mershon August 28. 1837 R Clark Shff

And afterwards to wit on the third day of October in the year of our Lord one thousand Eight hundred and thirty seven this cause was called and continued

And afterwards to wit on the twentieth day of April A.D. 1838 this cause was called and continued, and afterwards to wit on the 7th day of April in the year of our Lord one thousand Eight hundred and thirty Eight came the Plaintiff by Lawrence and Cole his attorneys and filed his declaration which said Declaration reads in the words and figures following to wit Union County ss Court of Common Pleas at term 1837 Cornelius Mershon complains of Solomon Postell in a plea of Replevin for that the said Solomon Postell on the first day of August in the year 1837 at the County of Union was possessed of certain goods and chattles of the said Cornelius to wit one dark Iron Gray mare to be delivered to the said Cornelius when he the said Solomon should be there to afterwards requested Yet the said Solomon though often requested so to do hath not delivered the said goods and chattles nor part thereof to the said Cornelius and so the said Solomon wrongfully detains the same from the said Cornelius to his damage Seventy five Dollars and thereupon he sues &c Lawrence & Cole attys for Plff

And afterwards to wit on the same day and year last herein aforesaid came the Defdt by Moses B. Cornin his attorney and filed his plea which said plea reads in the words and figures following to wit Solomon Postell ads Cornelius Mershon and the said Solomon Postell by Moses B. Cornin his attorney comes and defends the wrong & injury when &c and says that he did not take the said dark Iron gray mare in the said Declaration mentioned in manner and form as the said Cornelius Mershon hath thereof complained against him and of this he puts himself upon the country &c

Moses B. Cornin Defts atty

The Plaintiff or his attorney will take notice that the Defendant on the trial of this cause will offer evidence to prove that the said dark Iron Gray mare in the Plaintiffs Declaration mentioned before and at the commencement of this suit belonged to and was the proper goods and chattles of one James Postles and that the Defendant had said mare in his possession by permission of the said James Postell &c

And afterwards to wit on the day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit David Chapman Joseph Richy Samuel H. Dodd Eli Lundy James Stillings Peter Snider Henry Goodrich Ralph Cherry Joseph Brannon William Blue Rowland Lee and James Davis who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said Solomon Postles doth detain the goods and chattles of the said Cornelius Mershon in manner and form as the said Cornelius Mershon hath complained against him and they assess the damages of the said Cornelius Mershon to one cent. It is therefore considered that the said Plaintiff recover of the said Defendant the said sum of one cent his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to Dollars and cents

Attest James H. Gill Clerk

J. R. Shaw

James Postles
vs
Cornelius Mershon

Pleas before his Honor D. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight. Be it remembered that here before to wit on the fourth day of October in the year of our Lord one thousand Eight hundred and thirty seven came the Plaintiff by Moses B. Corwin his attorney and filed the following precipe and affedavit to wit Union Common Pleas 1837 James Postles vs Cornelius Mershon Replevin for one Iron Gray mare of the value of $60.00 Damages $ 80.00 Issue a writ of Replevin for the Gray mare above described returnable to next Term Moses B. Corwin atty for Plff

State of Ohio Union County ss Personally appeared before the subscriber a Justice of the peace for the County aforesaid the above named plaintiff James Postles and made oath that he has good right to the possession of the Iron Gray mare described in the above precipe and that the said Iron Gray mare is now wrongfully detained by the Defendant Cornelius Mershon and that the said mare was not taken in Execution on any Judgment against the said Plaintiff nor for the payment of any Tax fine or amerecement assessed against him the said Plaintiff nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said Plaintiff

Sworn to and subscribed before me this 4th day of October 1837 James Postles his x mark James Turner Justice of the peace

And afterwards to wit on the same day and year last aforesaid the following writ issued out of the Clerks office of said Court to wit

State of Ohio Union County ss The State of Ohio To the Sheriff of said County Greeting We command you that without delay you cause to be replevied unto James Postles one dark Iron Gray mare which Cornelius Mershon wrongfully detains from the said James Postles as it is said and also that you summon the said Cornelius Mershon to appear at the next Term of this Court to be held within and for the County of Union to answer unto the said James Postles for the unlawful detention of said property Damages $ 80.00 and have then there this writ Witness James H. Gillelen Clerk of the Court of Common Pleas in and for the said County this fourth day of October A.D. 1837

James H. Gillelen

And afterwards to wit on the same day and year last aforesaid the sheriff returned said writ as follows to wit Served by reading and delivering to Defendant a certified copy and by taking and appraising and delivering said Mare to Plaintiff and taking Bond in the case Oct 4th 1837 P. Clark Sheriff

And afterwards to wit on the twentieth day of April in the year of our Lord our Lord one thousand Eight hundred and thirty Eight came the Plaintiff by Moses B. Corwin his attorney and filed his declaration which said Declaration reads in the words and figures following to wit The State of Ohio Union County Court of Common Pleas of the Term of April in the year of our Lord one thousand Eight hundred and thirty Eight. Union County ss James Postles complains of Cornelius Mershon in a Plea of Replevin for that the said James Postles on the first day of October in the year of our Lord Eighteen hundred and thirty seven at Union County aforesaid was possessed of certain goods and chattles James Postles to wit one Iron Gray mare to be delivered to the said James Postles when he the said Cornelius Mershon should be thereto afterwards requested Yet the said Cornelius Mershon though requested so to do has not delivered the said goods and chattles nor any part thereof to the said James Postles and so the said Cornelius Mershon wrongfully detains the same from the said James Postles to his Damages Eight Dollars

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Lee Bald
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and thereupon he sues &c Mass B. Comin Plffs atty. And afterwards to wit on the Eleventh day of May in the year of our Lord one thousand Eight hundred and thirty Eight came the Defendant by M. C. Lawrence his attorney and filed his Plea which said Plea reads in the words and figures following to wit Cornelius Mershon vs James Postles April Term 1838 Union Com. Pleas And the said Cornelius Mershon comes and defends &c and says that he does not wrongfully detain the goods and chattles Specified in the declaration or any part thereof in manner and form as thereon alleged and of this he puts him self upon the Country and Plff doth the like M. C. Lawrence for Deft And afterwards to wit on the day and year first herein aforesaid came the parties by their attornies, and thereupon the said Plaintiff discontinued his suit. Whereupon the said Defendant demanding a Jury, a Jury being called came to wit David Chapman Samuel H. Dodd James Stillings Peter Snider Ralph Cherry Wm Blue James Davis Samuel B. Johnson John S. Fulton Jacob Parthemore Stephen Runyon and David Sprague, who being empannelled and Sworn to enquire into the right of property and the right of possession of the said Defendant in and to the goods and chattles in the said declaration Specified upon their oaths do say that at the commencement of this suit the right of property and the right of possession in and to said goods and chattles were in the said Defendant and they assess the damages of the said Defendant by reason of the premises to Seventy seven $\frac{50}{100}$ Dollars. Therefore it is considered that the said Defendant recover of the Plaintiff the said sum of $77.50 the damages aforesaid in form aforesaid assessed and also his costs herein expended taxed to Dollars and Cents

Attest James H. Gill Clerk

J. R. Swan

See Baldwin & Co. vs Henry Swarts & Co.

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hall his Associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight

Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord one thousand Eight hundred and thirty Eight came the Plffs by M. C. Lawrence their attorney and sued out of the Clerks office of said Court the following writ of summons to wit State of Ohio Union County ss To the sheriff of said County Greeting We command you to Summon Henry Swarts and John P. Brookins trading under the Stile of Henry Swarts & Co to appear forthwith before our Court of Common Pleas at the Court House in said County to answer unto Cyprian See Heman Balamii & Marius Mason trading under the Stile of See Balamii & Co in a plea of Assumpsit Damages Two hundred Dollars and have you then there this writ Seal Witness James H. Gill Clerk of said Court this 21st day of April A.D. 1838

J. H. Gill Clerk

which said writ was endorsed as follows to wit. Suit Brot on note of hand given by Defts to Plffs on the 11th day of January 1837 for one hundred and forty six Dollars nine cents dated as aforesaid and due six months after date also for goods sold and delivered &c M. C. Lawrence atty for Plffs

and afterwards to wit on the same day and year last aforesaid the sheriff returned said writ as follows to wit Served by delivering an office copies to each defendant

R. Clark Sheriff

And afterwards to wit on the 26th day of April A.D. 1838 came the Plffs by their said attorney and filed their Declaration which said Declaration reads in the words and figures following to wit

Union County ss. Union Common Pleas April Term 1838

Cyprian Lee Hiram Balamin and Mains Mason partners in trade under the name of Lee Balamin & Co complain of Henry Smarts and John P. Brookins in a plea of assumpsit for that whereas on the Eleventh day of January in 1837 at the County aforesaid the said Henry Smarts and John P. Brookins were partners in trade under the name of Henry Smarts & Co and so being partners the said Henry Smarts and John P. Brookins on the Eleventh day of January in the year one thousand Eight hundred and thirty seven at the County aforesaid made a certain promisory note in writing and delivered the same to the said Plaintiffs and thereby under the name of the said firm of Henry Smart & Co promised to pay the said Plaintiffs by the name of their said firm of Lee Balamin & Co one hundred and forty six Dollars and nine cents six months after date thereof which period has now elapsed and the said Henry Smarts and John P. Brookins under the name of the said firm of Henry Smarts & Co then and there in consideration of the premises promised to pay the amount of the said note to the said Plaintiffs by the name of their said firm of Lee Balamin & Co according to the tenor and effect thereof— Also for that whereas the said Defendants partners as aforesaid under the name of Henry Smarts & Co on the day and year aforesaid at the County aforesaid were indebted to the Plaintiffs aforesaid under the name of Lee Balamin & Co in the sum of one hundred and fifty Dollars for the price and value of goods then and there sold and delivered by the Plaintiffs under the name of said firm aforesaid to the Defendants under the name of said firm aforesaid at his request. And whereas said Defendants afterwards to wit on the day and year aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the Plaintiffs under the name of Lee Balamin & Co on request yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the Plaintiff two hundred Dollars and therefore they Bring suit &c McLaurens Atty

And afterwards to wit on the day and year first herein aforesaid came the Plffs by McLaurence their attorney and the Defendants though solemnly called came not but made default Whereupon It is considered that the Plaintiffs ought to recover their damages by reason of the premises, and neither of the parties requesting a writ of Inquiry and the Court being fully advised in the premises do assess the damages of the said Plaintiffs by reason thereof to one hundred and thirty five Dollars and twenty five cents therefore it is considered by the Court that the said Plaintiffs recover of the Defendants the said sum of $135.25 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed to Dollars and cts

Attest James H. Gill Clerk

J. R. Swan

Franklin Bank

vs

David Sinebaugh
Jacob Sinbaugh
Philip Sinebaugh
John Jacobs
Thomas Beach

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas begun and holden at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight. Be it remembered that heretofore to wit on the day and year first herein aforesaid came the Plaintiffs by G. Swan their attorney and filed their declaration which said declaration reads in the words and figures following to wit

The State of Ohio Union County ss Common Pleas of the term of July 1838
The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of David Firebaugh Jacob Firebaugh Philip Firebaugh John Zuck and Thomas Beach Defendants in this suit of a plea of assumpsit &c For that whereas the said Defendants on the first day of July A.D. 1838 at the County aforesaid were indebted unto the Plaintiffs in the sum of Seven four hundred Dollars for so much money before that time by the Plaintiffs lent and advanced to, and paid laid out and expended for the Defendants at their request and so being indebted the said Defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the Plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said Defendants have never paid said sum of money or any part thereof to the Plaintiffs but have hitherto wholly refused so to do and still do refuse, to the Damage of the Plaintiffs Seventy four hundred Dollars and therefore they bring suit &c
By G. Swan their attorney

And afterwards to wit on the day and year last aforesaid came the Defendants by Samuel Brush and filed the following acknowledgment to wit
State of Ohio Union County ss July term 1838. And now Samuel Brush one of the attorneys of this Court appears in Open Court in behalf of the said Davis Firebaugh Jacob Firebaugh Philip Firebaugh John Zuck and Thomas Black Defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said Defendants did assume and promise in manner and form as the said President Directors and Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them, and confesses that the said Plaintiffs have sustained damages by reason of the promise and assumption aforesaid to the value hundred Dollars and he hereby releases all errors and right and benefit of appeal on behalf of said Defendants
Samuel Brush Attorney for Defendants

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

Henry Stout & Isaac Ingoldsby partners under the name of Stout & Ingoldsby
vs
Stephen McLain with whom is joined Stephen L. Miller

State of Ohio, on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiffs by G. Swan their attorney and filed their declaration which said dec.

Pleas before his Honor J. C. Swan President and Robert Wilson John Porter and James Hill his associate Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and

reads in the words ana figures following to wit State of Ohio Union County ss
Court of Common Pleas July term 1838 Henry Stout ana Isaac Ingolsby late
Partners in trade under the name of Stout Ingolsby &co Plaintiffs in this suit
complain of Stephen L. Miller ana Stephen McLain late partners Defendants in this
suit of a plea of Assumpsit &c For that whereas the said Defendants on the 27th day
of May in the year of our Lord one thousand Eight hundred ana thirty seven at
Newyork to wit at Union County aforesaid made their promisory note in
writing ana then ana there delivered the same to the Plaintiffs. and thereby
then ana there promised to pay to the said Plaintiffs the sum of One hundred
ana seventy seven Dollars ana five cents on the 15th day of July then next after
date thereof which period has now elapsed ana the said Defendants in consid
eration of the Premises promised to pay the amount of the said note to said
Plaintiffs according to the tenor ana effect thereof. Ana whereas the said
Defendants afterwards to wit on the 15 day of July in the year of our
Lord one thousand Eight hundred ana thirty Eight in the County aforesaid
~~made~~ new indebted unto the Plaintiffs in the further sum of three
hundred Dollars for the price ana value of goods then ana there sold
ana delivered by the Plaintiffs to the Defendants at their request. Also in the
further sum of three hundred Dollars for work ana labor, then ana there done
ana materials for the same provided for the same by the Plaintiffs for the
Defendants at their request—also in the further sum of three hundred
Dollars for so much money then ana there by the Plaintiffs lent and ad
vanced to. ana paid laid out ana expended for the Defendants at their
request. Also in the further sum of three hundred Dollars for so much
money then ana there had ana received by the Defendants for the use
of the Plaintiffs. ana also in the further sum of three hundred Dollars
found to be due from the Defendants to the Plaintiffs on account
then ana there stated between them ana so being indebted the
said Defendants in consideration thereof afterwards to wit on the day ana
year last aforesaid at the County aforesaid, undertook ana then ana there
promised the plaintiffs to pay the aforesaid sums of money when thereunto
afterwards requested so to do. Yet the said Defendants although
often afterwards requested have not paid the said several sums
of money or any part thereof to the Plaintiffs. But have hitherto
wholly neglected ana refused so to do. ana still do neglect ana refuse
to the damage of the Plaintiff Three hundred Dollars ana therefore
they Bring suit &c By S. Swan their attorney.

Ana afterwards to wit on the same day ana year last aforesaid came the Defend
ants by Samuel Brush their attorney ana filed their acknowledgement
which reads as follows to wit State of Ohio Union County ss July term
1838 Ana now Samuel Brush one of the attorneys of this Court
appears in open Court in behalf of said Stephen McLain Defendant ana
by virtue of a warrant of attorney for that purpose waives the issuing
ana service of process ana acknowledges that the said Defendant did assume
ana promise in manner ana form as the said Henry Stout ana Isaac Ingolsby
Plaintiffs have above thereof declared against them, ana confesses that the
said Plaintiffs have sustained Damages by reason of the non performance
of the promise ana assumption aforesaid to Two hundred & Eleven dollars
ana Eighty three cents ana he hereby releases all errors ana right ana benefit
of appeal in behalf of said Defendant S. Brush attorney for Defendant
Ana afterwards to wit on the day ana year first herein aforesaid came the
Plaintiffs by their attorney ana filed their Declaration ana thereupon came into
Court Samuel Brush attorney ana by virtue of a warrant of attorney
ana on behalf of said Defendant ana acknowledges that the Defendant
Stephen McLain did assume ana promise in manner ana form as the

Plaintiffs have
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M. J. Gilbert
vs
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Plaintiffs have declared and acknowledges that the Plaintiffs have sustained damages to Two hundred and Eleven Dollars and Eighty three cents It is therefore considered by the Court that the Plaintiffs recover of the said defendant Stephen McLain the sum of Two hundred & ~~Eighty~~ Eleven Dollars and Eighty three cents the damages aforesaid so as aforesaid confessed and also their costs in this behalf expended and by virtue of the same warrant of attorney all errors are released and all right and benefit of appeal waived &c

Attest James H. Gill Clk

J P Shaw

M. J. Gilbert for &c
vs
Stephen McLain

Plea before his Honor J. P. Shaw President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union & State of Ohio on the thirteenth day of ~~October~~ July in the year of our Lord one thousand Eight hundred and thirty Eight —

Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiff and filed his declaration which said declaration reads in the words and figures following to wit

State of Ohio Union County ss Court of Common Pleas July term 1838

Matthew J. Gilbert for the use of Dower & Everett complains of Stephen McLain in a plea of debt. For that whereas the said Defendants on the 20th day of April A. D. 1838 at said County made his certain writing obligatory of that date sealed with his seal and now to the Court here shown, and then and there delivered the same to the said Plaintiff & and thereby acknowledged himself to be bound to the said Plaintiff in the sum of one hundred forty six dollars and twenty five cents to be paid to the said Plaintiff on demand — Yet the said defendant has not paid the said sum of money nor any part thereof. to the damage of the said Plaintiff three hundred dollars and thereupon he brings suit &c

By M J. Gilbert atty

and afterwards to wit on the same day and year last aforesaid came the Plaintiff in his own proper person, and the defendant by Sherman Finch Esq his attorney and thereupon the said Stephen McLain relinquishing his plea says that he cannot the action of the said Plaintiff. Nor but that he the said Stephen McLain doth owe to the said Matthew J Gilbert for &c the sum of one hundred and forty six Dollars and twenty five cents, and confesses that the Plaintiff has sustained damages by reason of the detention thereof to two dollars and fifty seven cents Therefore it is considered by the Court that the said Matthew J. Gilbert for &c recover of the said Stephen McLain the said sum of one hundred and forty six dollars and twenty five cents his debt aforesaid, and the said sum of two dollars and fifty seven cents his damages aforesaid. and also his costs in this behalf expended taxed at dollars and cents and by virtue of said power of attorney all errors are released and all right and benefit of appeal waived

Attest James H. Gill Clerk

J P Shaw

165 -

Henry Starr
vs
Merill Royce
John Turner &
James Turner

Pleas before his Honor J. R. Swan President Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas began and hild at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight — Be it remembered that heretofore to wit on the first day of December in the year of our Lord one thousand Eight hundred and thirty seven the Plaintiff by A. Hall his attorney sued out of the Clerks office of said Court the following writ of summons to wit State of Ohio Union County ss Seal ss to the Sheriff of said County Greeting We command you to summon Merrill Royce John Turner and James Turner to appear before our Court of Common Pleas within and for the County of Union on the first day of their next term to answer unto Henry Starr in a plea of absumpsit damages $200.00 and have you then there this writ. Witness James H. Gill Clerk of the Court of Common Pleas within and for said County this 1st day of Dec 1837. Jas H. Gill which said writ was indorsed as follows to wit. Suit Brot on a note of hand given by defts to Plff for $151.00 due nine months after date dated Oct 31st 1836 A. Hall Plffs atty which said writ was returned afterwards to wit on the 18th day of April 1838 served as follows to wit. Served by reading and by delivering a certified Copy to defendants Dec 14th 1837 R Clark Sheriff

And afterwards to wit on the 20th day of April A.D. 1838 this cause was called and continued — and afterwards to wit on the same day and year last aforesaid came the Plaintiff by A. Hall his attorney and filed his declaration which said declaration reads in the words and figures following to wit. Henry Starr vs Merrill Royce John Turner and James Turner In Union Common Pleas April term A.D. 1838

Henry Starr complains of Merrill Royce John Turner and James Turner in a plea of absumpsit for that for that whereas the said defendants on the 31st day of October A.D. 1836 at Marysville made their promisory note in writing and delivered the same to the said Henry Starr whereby they promised jointly and severally to pay the said Henry Starr or Bearer the sum of one hundred and fifty one dollars nine months after date which period has now elapsed. and the said defendants then and there in consideration of the premises promised to pay the amount of the said note to the said Henry Starr according to the true intent and meaning thereof. Yet the said defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the damage of the said Henry Starr two hundred dollars therefore he brings his suit A. Hall atty for Plff

And afterwards to wit on the day and year first herein aforesaid came the said Henry Starr in his own proper person, and the said defendants though solemnly called came not but made default. Whereupon it is considered that the said Plaintiff ought to recover his damages by reason of the premises. and neither of the parties requesting a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said Plaintiff to one hundred and fifty nine Dollars and seventy one cents. It is therefore considered by the Court that the said Plaintiff recover of the said defendants the said sum of $159.71 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to Dollars and cents

Attest James H. Gill Clerk

J R Swan

The President Directors and Company
of the Franklin Bank of Columbus
vs
William Breeden David Shever
and Thomas Holmes

Pleas before his Honor J. R. Swan
President and Robt Nelson John
Porter and James Hill his Associates
Judges. at a Court of Common Pleas
begun and held at the Court House in
the town of Marysville within and for
the County of Union and State of Ohio
on the thirteenth day of July in the year of our Lord one thousand Eight
hundred and thirty Eight— Be it remembered that heretofore to wit
on the day and year last aforesaid came the Plaintiffs by G. Swan their
Attorney and filed their declaration which said declaration reads in the words
and figures following to wit The State of Ohio Union County ss. Common
Pleas of the term of July 1838.
The President Directors and Company of
the Franklin Bank of Columbus Plaintiffs in this suit complain of
William Breeden David Shever and Thomas Holmes defendants in this
Suit of a plea of Assumpsit &c For that whereas the said defendants on the 1st
day of July A.D. 1838 at the County aforesaid were indebted unto the Plaintiffs
in the sum of Three hundred dollars for so much money before that time by the
Plaintiffs lent and advanced to, and paid laid out and expended for the defend
ants at their request, and so being indebted the said defendants in considera
tion thereof afterwards to wit, on the day and year aforesaid, at the County
aforesaid undertook and then and there promised the Plaintiffs to pay them said
sum of money when thereunto afterwards requested yet the said defendants have
never paid said sum of money or any part thereof to the Plaintiffs, but have
wholly refused so to do and still do refuse to the damage of the Plaintiffs three
hundred dollars and therefore they bring suit &c By G. Swan their atty
And afterwards to wit on the same day and year last aforesaid came the
defendants by Samuel Brush Esqr their attorney and filed the following
Cog to wit The State of Ohio Union County ss July term 1838
and now Samuel Brush one of the attorneys of this Court appears in open
Court in behalf of the said William Breeden David Shever and Thomas Holmes
defendants and by virtue of a warrant of attorney for that purpose waives the issuing
and service of process and acknowledges that the said defendants did assume and
promise in manner and form &c the said The President Directors and Company of
the Franklin Bank of Columbus Plaintiffs have above thereof declared against
them and confesses that the said Plaintiffs have sustained damages by reason
of the non performance of the promise and assumption aforesaid to one hun
dred and Eighty three dollars and seventy ~~three~~ two cents and he hereby releases
all errors and right and benefit of appeal on behalf of said Defendants
Sam. Brush Atty for Defendants
And afterwards to wit on the same day and year first herein aforesaid came the
Plaintiffs by their attorney and filed their declaration, and thereupon came the def
endants by Samuel Brush their Counsel who waived the issuing and service of
process on the part of said defendants and by virtue of a power of attorney for that
purpose acknowledged that the defendants did assume and promise in manner and
form as the Plaintiffs in their declaration have alleged, and that the Plaintiffs have
sustained damages to the amount of one hundred and Eighty three dollars and seventy
two cents. It is therefore considered by the Court that the Plaintiffs recover of the defend
ants the sum of one hundred and Eighty three dollars and seventy two cents, the
damages so as aforesaid confessed together with their costs in this behalf expended and
by virtue of the same power all error is released and right and benefit of appeal waived &c
Attest James H. Gill Clk

J. R. Swan

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

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas begun and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight— Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiffs by G. Swan Esqr their attorney and filed their declaration which said declaration reads in the words and figures following to wit. The State of Ohio Union County ss Common Pleas of the term of July 1838. The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Joseph Newel Samuel Newel and Joshua Baldwin defendants in this suit of a plea of Spumpsit for For that whereas the said Defendants on the 1st day of July A.D. 1838 at the County aforesaid were indebted unto the Plaintiffs in the sum of Three thousand dollars for sundry money before that time by the Plaintiffs lent and advanced to paid said out and expended for the defendants at their request. and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid. undertook and then and there promised the plaintiffs to pay them said sum of money when thereto afterwards requested. yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs. but have wholly refused so to do and still do refuse to the damage of Plaintiffs Three thousand dollars and therefore they bring suit &c By G. Swan their attorney And afterwards to wit on the same day and year last aforesaid came the defts by their attorney and filed their plea which reads in the words and figures following to wit The State of Ohio Union County ss July term 1838 And now Samuel Brush one of the attornies of this Court appears in open Court in behalf of the said Joseph Newel Samuel Newel and Joshua Baldwin defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Forty Eight dollars and nineteen cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

S Brush Attorney for Defendants

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their counsel and filed their declaration. and thereupon Samuel Brush appeared in open Court on behalf of said defendants and by a warrant of attorney. waives the issuing and service of process and acknowledged that the defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and that the plaintiffs have sustained damages to Forty Eight dollars and nineteen cents. It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of Forty Eight dollars and nineteen cents the damages aforesaid ~~in error~~ so as aforesaid confessed. also their costs in this behalf expended And by virtue of said warrant ~~[illegible]~~ all errors are released and all right and benefit of appeal on behalf of said defendants

Attest James H. Gillelk

A Swan

The President Directors and Company
of the Franklin Bank of Columbus
vs
James McMann Solomon Beaver
John Kenady and George Mann

Pleas before his Honor J. R. Swan President and Robert Nelson John Foster and James Gill 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 thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight— Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiffs by S. Swan Esqr their attorney and filed their declaration which said declaration reads in the words and figures following to wit

The State of Ohio Union County ss— Common Pleas of the Term of July 1838 The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of James McMann Solomon Beaver John Kenady and George Mann defendants in this suit of a plea of spumpsit &c. For that whereas the said defendants on the 1st day of July A.D. 1835 at the County aforesaid were indebted unto the Plaintiffs in the sum of Four hundred dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested— Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse to the damage of the plaintiffs four hundred dollars and therefore they Bring suit &c By S. Swan atty

And afterwards to wit on the same day and year last aforesaid came the defendants by Samuel Brush Esq their attorney and filed the following confession to wit The State of Ohio Union County ss July Term 1838. And now Samuel Brush one of the attorneys of this Court appears in open court in behalf of the said James McMann Solomon Beaver John Kenady & George Mann defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Two hundred fourteen dollars and two cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

Brush attorney for Defendants

And afterwards to wit on the same day and year last aforesaid came the plaintiffs by their attorney and filed their declaration and thereupon came the said defendants by Samuel Brush their attorney and by virtue of a power of attorney waived the issuing and service of process and acknowledged that the defendants did assume and promise in manner and form as the plaintiffs have declared and acknowledged that the plaintiffs have sustained damages to the sum of Two hundred and fourteen dollars and two cents It is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of Two hundred and fourteen dollars and two cents the damages so as aforesaid confessed together with their costs in this behalf expended and by virtue of the same warrant all errors are released and all right and benefit of appeal waived &c

Attest James H. Gill clk

J R Swan

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John Gear
vs
David Witter &
Joshua Witter

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Gill 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 thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight. Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord one thousand Eight hundred and thirty Eight came the plaintiff, and filed a transcript from the docket of James Turner a Justice of the peace in and for said County, and afterwards to wit on the 26th day of April in the year last aforesaid came the plaintiff by W. C. Lawrence his attorney and filed his declaration which said declaration reads in the words and figures following to wit. Union County ss Union Com. Pleas April term 1838. John Gear vs David Witter and Joshua Witter on appeal from the docket of a Justice of the peace. and thereupon John Gear complains of Joshua Witter and David Witter in a plea of Trespass for that the said defendants on the twenty first day of January in the year 1838 and on divers other days and times between that day and the day of the commencement of this suit at the County of Union aforesaid with force and arms cut down and destroy the trees of the plaintiff to wit two Black Walnut trees one White oak tree three ashes one hickory and one Elm of the said John Gear of great value to wit of the value of fifty Dollars. then being and growing in and upon certain lands situate and lotte and carried away the same and converted and disposed thereof to their own use. and other injuries then and there did to the damage of the plaintiff fifty dollars also for that the said defendants on the day and year aforesaid at the County aforesaid with force and arms took and carried away the goods and chattles to wit six Black Walnut Sawlogs six White oak sawlogs of the plaintiff then and there found being of great value to wit of the value of fifty dollars and converted the same to the use of defendants against the peace and to the damage of the plaintiff fifty dollars and thereupon he brings suit &c W. C. Lawrence atty for pltff

And afterwards to wit on the twenty ninth day of June in the year of our Lord one thousand Eight hundred and thirty Eight came the defendants by P. B. Cole his attorney and filed his plea which said plea reads in the words and figures following to wit Joshua Witter & David Witter ads John Gear Union Com. Pleas April term 1838 In trespass and the said Defts come & defend. and say that they are not Guilty of any of the charges in the declaration of the said John Gear in manner and forme as he hath complained against them and of this they put themselves upon the Country and the said John Gear doth the like &c

By P. B. Cole atty for Defts

And afterward to wit on the day and year first herein aforesaid It is agreed by the parties that a Judgment be rendered for the plaintiff for the sum of five dollars. It is therefor considered by the Court that the Plaintiff recover of the defendants the said sum of Five dollars and also their costs in this behalf expended taxed to $21.27¼ Dollars and twenty seven cents

Attest James H. Gill Clerk

J. R. Swan

William E
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Common Pleas
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William Epps
vs
Mark Crowder

Pleas before his Honor J. B. Swan President and Robert Nelson John Porter and James Hill his Associates Judges at a Court of Common Pleas Began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirteenth day of June in the year of our Lord one thousand Eight hundred and thirty Eight

Be it remembered that heretofore to wit on the seventeenth day of April in the year of our Lord one thousand Eight hundred and thirty Eight came the plaintiff by W. C. Lawrence his attorney and filed the following precipe to wit William Epps vs Mark Crowder in Replevin damages $50.00. Issue a writ of replevin for the following goods and chattles to wit one sorrel Mare three years old this Spring with white legs to about the knees and white face. Returnable next Term

W. C. Lawrence atty Plff

Clerk Com Pleas Union Co April 17. 1838. and on the same day and year last aforesaid the said Plaintiff by his agent filed the following affidavit to wit John Epps agent of the above named plaintiff Wm Epps makes oath and says that the plaintiff has good right to the possession of the goods and chattles described in the above precipe and that the same is wrongfully detained from him the said William Epps by the said Mark Crowder and that said goods and chattles were not taken on Execution on any Judgment against the said plaintiff nor for the payment of any fine Tax or amercement assessed against the said Plaintiff. Nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said plaintiff and further says not

John Epps

Sworn to and subscribed before me this 17th day of April 1838 James Turner J.P.

And afterward to wit on the twenty third day of April in the year of our Lord one thousand Eight hundred and thirty Eight the following writ issued to wit

State of Ohio Union County ss To the Sheriff of said County Greeting. {Seal} We command you that without delay you cause to be replevied unto William Epps the goods and following to wit one sorrel mare three years old this Spring with white legs to about the knees and white face which Mark Crowder wrongfully detains from the said William Epps as it is said. and also that you summon the said Mark Crowder to appear at the next term of our Court of Common Pleas to be held within and for said County of Union to answer unto the said William Epps for the unlawful detention of the goods and chattles aforesaid damages fifty dollars and have you there this writ Witness James H. Hill Clerk of the Court of Common Pleas within and for the said County this 23d day of April A.D. 1838 Jas H. Hill Clerk

And afterwards to wit on the tenth day of July in the year last aforesaid the Sheriff made return of said writ as follows to wit. Served the within writ by delivering a certified copy to defendant and taking into custody the within described Mare found in the possession of Mark Crowder and appraising the same by the oaths of Isaac McClung Samuel Coulter and William Moore to twenty four dollars and taking Bond of Wm Epps in the sum of one hundred and fifty dollars and delivering said Mare to said Epps April 23d 1838 R. Clark Sheff

And afterwards to wit on the thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight came the Plaintiff by W. C. Lawrence his attorney and filed his declaration which said declaration reads in the words and figures following to wit State of Ohio Union County ss Union Common Pleas July term 1838 William Epps complains of Mark Crowder in Replevin for that the said Mark Crowder on the tenth day of April in the year one thousand Eight hundred and thirty Eight at the County aforesaid was possessed of certain goods and chattles of the said William Epps to wit one sorrel mare three years old this Spring (to wit Spring of 1838) with white legs to about the knees and white face to be delivered to the said

William Epps when he the said Mark Crowder should be thereunto afterwards
requested Yet the said Mark Crowder though requested so to do has not
delivered the said goods and chattles nor any part thereof to the plaintiff and
so the said Mark Crowder wrongfully detains the same from the said Wm
Epps to his damage fifty dollars and thereupon he sues &c McClannon atty
And afterwards to wit on the same day and year last aforesaid came the Defend
ant by A. F. Kinney his attorney and filed his plea which reads in
the words and figures following to wit Union Com. Pleas State of Ohio
Mark Crowder, Pls William Epps An Replevin. and the said William
Epps comes and defends &c and says that he does not wrongfully detain the
goods and chattles specified in the declaration or any part thereof in manner and
form as therein alledged and of this he puts himself upon the Country &c
and the said William Epps doth the like A. F. Kinney atty for Defd
To which plea was appended the following notice to wit William C. Clarkson
atty for the plaintiff in the above entitled cause will take notice that
the said defd will prove and insist in bar of the plaintiffs action that
the goods and chattles in question were the goods and chattles of the said
defd at the time. And afterwards to wit on the day day and year
first herein aforesaid came the parties by their attornies and there
upon came a Jury to wit David Chapman Samuel H. Dodd.
James Stittings Peter Snider Ralph Curry William Blue. James
Davis Samuel B. Johnson John L. Fulton Jacob Farthemore
Stephen Runyan and David Sprague who being empannelled and
sworn to truth to speak upon the issue Joined between the parties
upon their oaths do say that the said Defendant doth wrongfully detain
the goods and chattles of the said plaintiff in manner and form as
the said plaintiff hath complained against him and they assess the
damages of the said plaintiff by reason of the premises to one cent
Therefore it is considered that the plaintiff recover of the defendant
the said sum of one cent his damages aforesaid in form aforesaid
assessed and also his costs in this behalf expended taxed to Forty seven
Dollars and ninety three Cents
Attest James H. Gill Clk

Joseph Gary Admt
of Gray Gary dec'd
vs
Norman Chipman

Pleas before his Honor J. R. Swan President and
Robert Nelson John Porter and James Hill his asso
ciates 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
on the thirteenth day of July in the year of our Lord one thousand Eight hundred
and thirty seven. 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 thirty Eight the Plaintiff
sued out of the Clerks office of said Court a writ of Summons which said writ reads in
the words and figures following to wit. State of Ohio Union County ss {Seal} To the
Sheriff of said County Greeting We command you to Summon Norman Chipman to
appear before our Court of Common Pleas at the Court House in Marysville forthwith
to answer unto Joseph Gary administrator of Gray Gary in a plea of the case Damages
Three hundred dollars and have you then there this writ Witness J. H. Gill Clerk of said
Court this 21 April 1838 J. H. Gill Clk on which said writ was endorsed the follow
ing to wit Suit Brot to Recover Amt of Defs note to pltff intended for $198.18 dated
July 9th 1836 due on demand on which appears to be due principal & Int
Hamilton & Young Attys
And afterwards to wit on the same day and year last aforesaid came the Defts by W. C.
Clarkson and entered his appearance on said writ as follows to wit

& attorney & for defendant & waive service of precep and enter his appearance to the suit

M Clan Renee Defts atty

And afterwards to wit on the same day and year last aforesaid came the plaintiff by his attorney and filed his declaration which said declaration reads in the words and figures following to wit The State of Ohio Union County ss Common Pleas

Norman Chipman was summoned to answer Joseph Gary Administrator of Gray Gary dec. in a plea of the Case &c And thereupon the Plaintiff by Hamilton & Young his attorneys complains for that whereas the Defendant on the 9th day of July A.D. 1836 at Perrisburg to wit at the County aforesaid made his promisory note in writing and delivered the same to the said Gray Gary and thereby promised to pay to said Gray Gary or bearer one hundred and ninety Eight dollars and Eighteen cents $198.18 on demand, and defendant then and there in consideration of the premises promised to pay the amt. of said note to the said Gray Gary according to the tenor and effect thereof. And since the death of Gray Gary dept promised to pay said money to plff as administrator as aforesaid. And whereas also dept on the 1st day of April A.D. 1838 at the County aforesaid indebted to the said plff in the sum of $ 300.00 for money then and there received by Dept for the use of the plff as administrator as aforesaid. Yet the said Dept has disregarded his promises and has not paid said sum of money to the said Gray Gary nor to the plff as his administrator or any part thereof to plffs Damages $ 300 and thereupon sues &c

And afterwards to wit on the day and year first herein aforesaid came the Plaintiff by his attorney and ~~thereupon~~ ~~came~~ the defendant though solemnly called came not but made default Wherefore it is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requesting a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said plaintiff to two hundred and thirty two dollars and twenty one cents. Therefore It is considered that the said plaintiff recover of the said defendant the said sum of $ 232.31 his damages aforesaid, in form aforesaid & costs and also his costs in this behalf expended taxed to Dollars and cents and by consent of parties Execution is stayed until the 1st day of next term

Attest James H. Gill Clk

J R Swan

John Humphreys
vs
Stephen M Laine &
John Parks

Pleas before his Honor J. R. Swan President and Robert Nelson & John Porter and James Hill his associates at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirtieth day of July in the year of our Lord one thousand Eight hundred and thirty Eight. Be it remembered that heretofore to wit on the twenty first day of April in the year of our Lord one thousand Eight hundred and thirty Eight the plaintiff by Moses B. Cornin his attorney sued out of the Clerks office of said Court the following writ of Summons to wit State of Ohio Union County ss (Seal) To the Sheriff of said County Greeting. We command you to summon Stephen M Laine and John Parks to appear before our Court of Common Pleas within and for the County aforesd at the Court House in said County forthwith to answer unto John Humphreys in a plea of Debt one hundred & two dollars & sixty seven cents & Eighty dollars damages and have you then there this writ Witness J. H. Gill Clk of said Court this 21 day of April A.D. 1838

J. H. Gill Clk

on which said writ was the following endorsement to wit This suit is brot to recover the principal and interest due on a note under seal given by the Defendants to the plff for $ 102.67 bearing date 15th Mar 1837 due 1 April 1838 Moses B Cornin

Plffs attorney

And afterwards to wit on the day and year last aforesaid Sheriff made return of said writ as follows to wit. Served by delivering certified copy to each R Clarke Sheriff

And afterwards to wit on the fourth day of June in the year of our Lord one thousand Eight hundred and thirty Eight came the Plaintiff by Moses B Cornin his atty and filed 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 April in the year of our Lord aforesaid Eighteen hundred and thirty Eight Union County ss Stephen M'Lain and John Park late of the County of Union & State of Ohio were summoned to answer unto John Humphreys in a plea that they render unto the said plaintiff the sum of one hundred and two dollars and sixty seven cents which they owe to and wrongfully detain from him &c and thereupon the said plaintiff by Moses B. Cornin his attorney saith that whereas the said defendants on the fifteenth day of November in the year of our Lord Eighteen hundred and thirty seven at Union County aforesaid made their certain writing obligatory sealed with their seals and to the Court now here shown the date of which is on the same day and year aforesaid and thereby promised to pay John Humphreys or order one hundred and two dollars and sixty seven cents to be paid on or before the first day of April then next ensuing. the date of the said writing obligatory for value received when they the said defendants should be thereto afterwards requested As by the said defendants also often requested the said sum of one hundred and two dollars and sixty seven cents to him the said plaintiff have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to him the said plaintiff they the said Defendants have hitherto wholly refused & still do refuse to the damage of said plaintiff in the sum of Fifty dollars and therefore he brings suit &c Moses B. Cornin Plffs attorney

And afterwards to wit on the day and year first herein aforesaid came the said Plaintiff by Moses B. Cornin his attorney and the said defendants though solemnly called came not but made default Whereupon it is considered that the said Plaintiff ought to recover his debt against the said Defendants and his damages by reason of the detention thereof. and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said defendants do owe to the said Plaintiff the sum of one hundred and two dollars and sixty seven cents, and do assess his damages by reason of the detention thereof to one dollar and fifty four cents. It is therefore considered that the Plaintiff recover of the defendants the said sum of $102.67 his debt aforesaid and the said sum of $1.54 his damages aforesaid and also his costs in this behalf expended taxed to James H. Gill Clerk

J R Swan

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

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirtieth day of July in the year of our Lord one thousand Eight hundred and thirty Eight

Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiffs by Moses B. Cornin their attorney and filed their declaration which said declaration reads in the words and figures following to wit The State of Ohio Union County Court of Common Pleas of the term of July in the year of our Lord Eighteen hundred & thirty Eight Union County ss Evans Glenn & Colon McDonald partners trading under the firm of Glenn & McDonald complain of Stephen McLain and James A. McLain in a plea of debt. For that whereas the said Stephen McLain and James A. McLain on the seventh day of April in the year

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Pomeroy Wilson
vs
Lee Baldwin

County of Union
one thousand
to wit on the
of the State for
State of Ohio
County Green

of our Lord Eighteen hundred and thirty Eight at Urbana to wit at Annual County aforesaid made their certain writing obligatory of that date sealed with their seals & now to the Court here shown & then & there delivered the same to the said Glenn & McDonald & thereby bound themselves to pay to the said Glenn & McDonald or order the sum of Fifteen hundred and two dollars & ninety seven cents & be paid three months after the date of the said writing obligatory which period has now elapsed Yet the said Stephen McLain and James A. McLain have not paid the said sum of money nor any part thereof to the damage of the said Glenn & McDonald in the sum of Two thousand dollars and therefore they bring Suit &c Moses B. Cornin P.Ffs atty and afterwards to wit on the same day and year last aforesaid came the Defendants by S. Brush their atty and filed their appearance as follows to wit and the said Stephen McLain and James A. McLain by S. Brush their attorney come and defend the wrong and injury when &c and say that they cannot gainsay the action of the said Plaintiffs Glenn & McDonald & here in Open Court by virtue of the warrant of attorney filed in this cause confess that the defendants do owe to the Plaintiffs the said sum of fifteen hundred and two dollars & ninety seven cents the debt in the declaration mentioned and that the plaintiffs have sustained damages by reason of the detention of said debt to the sum of Thirty Eight dollars and fifty nine cents S. Brush atty for Defts.

And afterwards to wit on the same day and year first herein aforesaid came into Court Evans Glenn & Colon. McDonald partners trading under the firm of Glenn & McDonald by Moses B. Cornin their attorney and filed their declaration against the said Stephen McLain and James A. McLain and thereupon Samuel Brush one of the attorneys of this Court appeared in Open Court in behalf of the said Stephen McLain and James A. McLain and by virtue of a warrant of attorney for that purpose executed by the said Stephen McLain and James A. McLain and now produced in Open Court unto the issuing and service of process and acknowledged that the said Stephen McLain and James A McLain do owe to the plaintiffs the sum of Fifteen hundred and two dollars and seventy seven cents the debt in the declaration mentioned and that the plaintiffs have sustained damages by reason of the detention of said debt to the sum of thirty seven dollars and fifty nine cents Therefore it is considered that the said plaintiffs recover of the said Stephen McLain and James A. McLain the said sum of Fifteen hundred and two dollars and ninety seven cents the debt aforesaid and also the sum of Thirty seven dollars and fifty nine cents the damages aforesaid confessed for the detention of said debt also their costs in this behalf expended and the plaintiffs here in Open Court remit the sum of seven hundred and fifty one dollars and ninety seven cents parcel of the debt aforesaid in form aforesaid confessed and by virtue of said warrant of attorney all error is released and all right and benefit of appeal waived by the said Stephen McLain and James A McLain

Attest James H. Gill Clk

J. R. Swan

V

Pomeroy Wilson & Butler
vs
Lee Baldwin & Company

County of Union and State of Ohio to wit on the 9th day of July A.D. 1838

State of Ohio Union County ss. To the Court of Common Pleas in and for said County Greeting. We command you that you cause George Pomeroy Lewis C. Wilson

Pleas before his Honor J. R. Swan President and Robert Nelson James Hill and John Porter 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 thirteenth day of July in the year of our Lord one thousand Eight hundred and thirty Eight Be it remembered that heretofore the following mandate from the Supreme Court of the State for the County of Union was filed in the Clerks office to wit

Elias Butler and William Baldwin under the name and firme of Pomeroy Wilson and Butler do have Execution of a certain Judgment rendered in their favor against Cyprian Lee Heman Baldwin and Mains Wilson under the name and firme of Lee Baldwin & Co. By our Supreme Court within and for the said County of Union on the 30th day of June A.D. 1838 for the sum of $643.73 damages and the further sum of $32.18/100 dollars penalty amounting to $675.91/100 Dollars and his costs taxed to $8.15/

[Seal] Witness James H. Gill Clerk of said Supreme Court this 9th day of July A.D. 1838 James H. Gill Clerk

And afterwards to wit on the same day and year first herein aforesaid. The Plaintiff files in this Court a mandate from the Supreme Court to carry into Execution a Judgment rendered by the Supreme Court in this cause on the thirtieth day of June 1838 in which the Plaintiffs recovered against the defendants the sum of six hundred and seventy five dollars ninety one cents $675.91 their damages and their costs taxed at $16.89/100 Dollars On motion it is therefore ordered by the Court here that Execution ipsue on the said Judgment according to the said mandate

Attest James H. Gill Clerk

Stephen L. Miller
vs
Stephen McLain

Pleas before his Honor A. B. Swan President and and Robert Nelson John Porter and James Gill his associates Judges at a Court of Common Pleas began and held at the Court House in Unionville within and for the County of Union and State of Ohio on the Fifteenth day of July in the year of our Lord one Thousand Eight hundred and thirty Eight. Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord one thousand Eight hundred and thirty Eight the plaintiff by Moses B. Cormin his attorney sued out of the Clerks office of said Court the following writ of Summons to wit

State of Ohio Union County ss To the Sheriff of said County Greeting

[Seal] We command you to summon Stephen McLain to appear forthwith before our Court of Common Pleas within and for the County aforesaid at the Court House in said County to answer unto Stephen L. Miller in a plea of the Case damages $1500.00 and have you there this writ Witness James H. Gill Clerk of said Court this 21st day of April 1838 James H. Gill Clk

on which said writ of Summons was the following endorsement to wit

This suit is brot to recover the principal and interest due on two promissory notes given by the defendant to the plaintiff one for $292.61 cts bearing date 2nd Sept 1837 payable 7th Decr 1837 also for one note for $165.36 bearing date 17th Nov 1837 due ten days after date also to recover the sum of $550.00 for money paid by the Plaintiff to Messrs Dorsum Leydam & Neave to and for the use of the defendant & for money paid for defts use &c &c Moses B. Cormin Pltffs atty

and afterwards to wit on the same day and year last aforesaid the Sheriff returned said writ as follows to wit Served by delivering to the Deft a certified copy R. Clark Sheriff

And afterwards to wit on the fourth day of June in the year of our Lord one thousand Eight hundred thirty Eight came the Plaintiff by M. B. Cormin Esqr his attorney and filed his declaration which said declaration reads in the words and figures following to wit. The State of Ohio Union County Court of Common Pleas of the term of April in the year of our Lord one thousand Eight hundred and thirty Eight Union County ss

Stephen McLain late of the County of Union and State of Ohio was summoned to answer unto Stephen L. Miller in a plea of Trespass on the case &c and thereupon the said plaintiff by Moses B. Cormin his attorney complains that whereas the said defendant on the twenty first day of September in the year of our Lord

Eighteen hundred and thirty seven at Urbana to wit at Union County aforesaid made his certain note in writing commonly called a promisory note his own proper hand writing being thereto signed and thereby promised to pay to the order of Stephen L. Miller Two hundred and ninety two dollars and Sixty one cents to be paid on or before the seventh day of ~~Sept~~ December next ensuing the date of the said promisory note at the office of discount and deposit of the Urbana Banking company at Urbana for value received by him the said Stephen M'Lain and then and there delivered the said note to the said plaintiff whereby and by reason whereof and by force of the Statute in such case made and provided the said Defendant became liable to pay to the said plaintiff the said sum of money mentioned in the said note according to the tenor and effect of the said note, and being so liable he the said defendant in consideration thereof afterwards to wit on the same day and year aforesaid at the place aforesaid undertook and faithfully promised the said plaintiff to pay him the said sum of money mentioned in the said note according to the tenor and effect of the said note. And whereas the said defendant afterwards to wit on the seventeenth day of December in the year of our Lord Eighteen hundred and thirty seven at Union County aforesaid made his other certain note in writing commonly called a promisory note his own proper hand writing being thereto signed and thereby ten days after date thereof promised to pay Stephen L Miller one hundred and sixty five dollars and thirty six cents for value received by him the said defendant, and then and there delivered the said note to the said plaintiff whereby and by reason whereof and by force of the Statute in such case made and provided the said defendant became liable to pay to the said plaintiff the said sum of money mentioned in the said note according to the tenor and effect of the said note and being so liable he the said defendant in consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said plaintiff to pay him the said sum of money mentioned in the said note according to the tenor and effect of the said note, and whereas also the said defendant afterwards to wit on the same day and year aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of ~~five~~ three hundred and five dollars and sixty one cents for so much money by the plaintiff before that time paid to the firme of Kilgore Taylor & Company Merchants of the City of Cincinnati to and for the use of said Defendant and at his special instance and request, and so being indebted he the said defendant in consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said plaintiff to pay him said last mentioned sum of money when he should be thereto afterwards requested, and whereas also the said defendant afterwards to wit on the same day and year aforesaid at the County aforesaid was indebted to the said plaintiff in the further sum of Three hundred dollars for so much money by the said plaintiff before that time paid to D. & J. M. Gozzen Merchants of the town of Urbana to and for the use of the said defendant and at his special instance and request, and being so indebted he the said defendant in consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said plaintiff to pay him said last mentioned sum of money when he should be thereto afterwards requested, and whereas also the said defendant afterwards to wit on the same day and year aforesaid at the County aforesaid was indebted to the said plaintiff in another sum of one thousand dollars for so much money by the said Plaintiff before that time paid to the President & Directors of the Urbana Banking Company to and for the use of the said defendant at his like special instance and request and being so indebted he the said defendant in consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and then and there promised the said plaintiff to pay him said last mentioned sum of money when he should be thereto afterwards requested, and whereas also the said defendant afterwards to wit on the same day and year aforesaid at the County aforesaid was indebted to the said plaintiff in another sum of fifteen hundred dollars for so much money before that time by the said Plain-

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

And afterwards to wit on the 13 day A.D. 1838 came the Defendant by John F Kinney his attorney and filed his plea which said plea reads in the words and figures following to wit Union Com Pleas. April Term A.D. 1838 Stephen McLain adv Stephen L. Miller and the said defendant comes and defends &c and says that he did not assume and promise to pay in manner and form as the said plaintiff hath declared against him and of this he puts himself upon the Country and the said Plaintiff doth the like A. F. Kinney Defs Atty

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and submit this cause to the Court upon the issue joined and the Court being fully advised in the premises do find that the said Stephen McLain did assume in manner and form as the said Stephen L Miller hath complained against him. and they assess the damages of the said Stephen L. Miller by reason of the premises to four hundred and seventy five dollars and Eighty two cents. Therefore it is considered that the said Stephen L Miller recover of the said Stephen McLain the said sum of four hundred and seventy five dollars and Eighty two cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to

dollars and cents

James H Gill Clerk

J R Swan

Ebenezer P Kinney
vs
Unknown Proprietors

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in within and for the County of Union and the town of Marysville State of Ohio on the thirtieth day of July in the year of our Lord 1838

Be it remembered that heretofore to wit on the twenty day of July in the year of our Lord one thousand Eight hundred and thirty Eleven came the Petitioner by A. Hall his attorney and filed his petition which said petition reads in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio Your petitioner Ebenezer F. Penny of the County of Oneida and State of New York respectfully represents that he has a legal right to and is seized in fee simple of an undivided 411⅓ acres of Land on Survey No 4405 said Survey containing 1333⅓ acres entered in the name of Benjamin Grimes That your Petitioner has deed of said 411⅓ acres of land. That said deed was duly recorded on the Eighth day of October in the year one thousand Eight hundred and thirty four in Book 4th pages 566 and 7 in Union County and State of Ohio That said land is situated on the Virginia Military tract in Liberty Township Union County and State last aforesaid And your petitioner further represents that he is tenant in Common in the said premises with certain other persons whose names and place of Residence are to your petitioner unknown. Your petitioner therefor prays that partition of said lands may be made or if the same cannot be done without manifest injury that then such other proceedings may be had as are authorized by Law and as your petitioner in duty bound will ever pray

A. Hall his atty

And afterward to wit on the third day of October A.D. 1837 this was called and continued - and afterwards to wit on the twentieth day of April in the year of our Lord one thousand Eight hundred thirty Eight This cause came on to be heard upon the petition of the demandant on consideration whereof It is ordered that by the oaths of William B. Irwin Samuel Wheeler and Simon Cooder an undivided 411⅓ acres of the land in said bill described be set apart to the said Ebenezer F. Penny. and that a writ of partition issue to the Sheriff of Union County commanding him to cause said partition to be made accordingly and therefore this cause stand continued. And afterwards to wit on the fourth day of May in the year of our Lord one thousand Eight hundred and thirty Eight a writ of partition issued to the Sheriff of said County which said writ reads in the words and figures following to wit State of Ohio Union County ss {Seal} To the Sheriff of said County Greeting We command you that without delay by the oaths of William B. Irwin Samuel Wheeler and Simon Cooder you cause an undivided Four hundred Eleven and an half acres of land part of Survey No 4405 said Survey containing 1333⅓ acres entered in the name of Benjamin Grimes, to be set apart to Ebenezer F. Penny and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for said County on the first day of their next term together with this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for the County of Union this 4th day of May 1838 James H. Gill Clerk

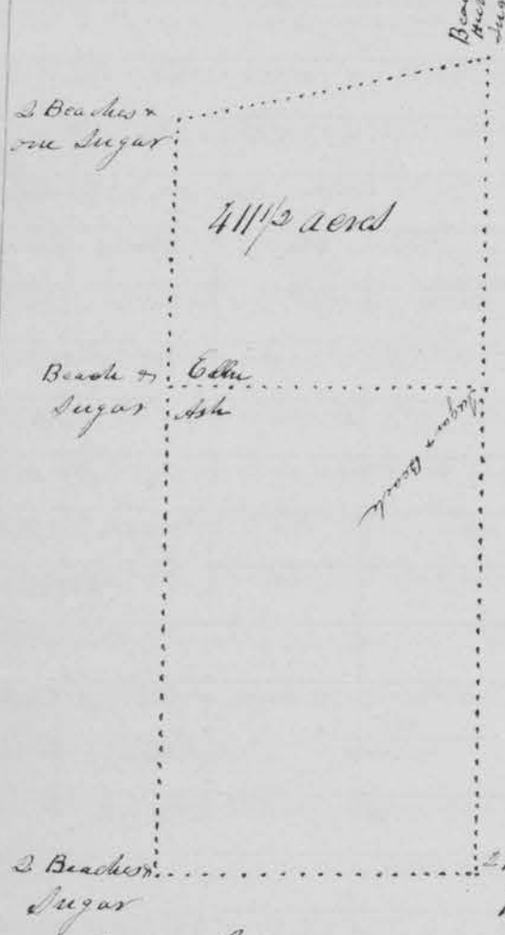
And afterward to wit on the 10th day of July A.D. 1838 the Sheriff made return of said writ in the words and figures following to wit. In obedience to the above command I proceeded by the oaths of Simon Cooder Samuel Wheeler and William B. Irwin to make partition in Survey No 4405 in manner as set forth in the report of said Commissioners herewith attached

R. Clark Sheriff

Which said report reads in the words and figures following to wit

In compliance with a writ issued upon us the undersigned by R. Clark Sheriff of Union County in which Simon Cooder Samuel Wheeler and William B. Irwin were appointed commissioners and William B. Irwin was appointed Surveyor would respectfully report that we proceeded

on the 15th day of May 1838 to survey the same and make partition of the same as ordered in said writ and have set off to said Ebenezer P. Finney four hundred Eleven and a half acres from off the west end of the Survey. Bounded as follows beginning at a Sugar tree and two Beaches one of them down from thence running N. 80 E. on the South line 206 poles to a Beech Sugar Ash and Elm thence N. 10 W. 288 poles to a Sugar and Beech in the N. line of the Survey thence with the said line S. 80 W. 254 p. to a Beech Sugar and Hickory the N. W. corner thence S. 20 E. 294 p. to the beginning all of which will appear by the annexed plat



William B. Irvin
Samuel Wheeler } Commissioners
Simon Coder

William B Irvin Surveyor

And afterwards to wit on the day and year first herein aforesaid came the petitioner by his attorney and the commissioners herein having made report of a partition on motion of Petitioner said Report is approved and confirmed and it is ordered and adjudged by the Court that the Petitioner have and hold in severalty the premises set off and assigned to him for his portion in the lands described in the petition and that he pay the costs herein taxed at Thirty two Dollars and seventy four and a half cents within sixty days and in default thereof that Execution issue as upon Judgment at Law

Attest Samuel H. Gill Clerk

J R Sloan

Henry Starr admt of John B. Baird deceased

vs

Sarah C. H. Baird & John F. Baird

Pleas before his Honor J. R. Sloan President and Robert Nelson John Porter and Daniel Hill his associates Judges at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the thirteenth day of July in the year of our Lord one Thousand Eight hundred and thirty Eight. Be it remembered that heretofore to wit on the twentieth day of May in the year of our Lord one thousand Eight hundred and thirty seven came the petitioner filed in this Court his petition which reads in the words and figures following to wit State of Ohio Union County ss To the Court of Common Pleas Henry Starr of the City of Cincinnati & State of Ohio and administrator of John B Baird deceased State to the Court by way of petition that on the 25th day of February 1833 the said Baird executed his penal Bond to one Thomas Lee conditioned to make him a deed for a certain tract of land situated in Union County containing one hundred acres and part of Survey No 5506 beginning at two ash and Sugar trees the corner of a lot sold to Dana & M. Brooks and conveyed to Daniel Dynes. thence North 80° E 160 poles to two Hickories and ash trees Thence South 10° East 100 poles to two ashes and Hickory trees thence South 80° West 160 poles to a Beech and Hickory trees thence North 10° West 100 poles to the beginning for this tract of land the said Lee was to pay the said

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Baird two hundred dollars and for the purchase money not paid he made his three notes for fifty dollars each payable at different times & which are now due and unpaid. I further State that on the 11th day of September 1833. the said Baird executed his penal bond to one James Knowlton conditioned to make him a deed for 61 acres of land being part of said Survey No 5506 beginning at two sugars and a beach trees thence North 80° East 166 poles to a Hickory Iron wood and ash trees thence South 10 East 61 poles to two Beaches and a Sugar trees thence North 80° West 166 poles to three Beaches in the South line of said original Survey - thence North 10° west 61 poles to the beginning. For this tract of land the said Knowlton was to pay the said Baird $ 122.67 and to secure the payment of the purchase money he on the same day made his four notes to the said Baird for $ 30.66⅔ each payable at different times and which have not yet been paid — I further State that on the 26th day of August 1835 the said Baird executed his penal bond to one William Cook conditioned for the sale and conveyance to him of 35 acres of land part of said Survey No 5506 beginning at two Ashes and a Hickory thence 80° east 57 poles to two Sugars and a beech trees thence South 5° 15 east 100 poles to a Hickory Sugar and ash trees thence South 80° west 56 poles to two beaches and Iron wood trees thence North 10° west 100 poles to the beginning.

On the same day the said Cook to secure the payment of the purchase money for said 35 acres of land made his three notes to the said Baird for $ 23.00 each payable in 1. 2 & 3 years and which are not yet paid.

I further State to the Court that on the 14th day of August 1835 the said Baird made his penal bond to one Horace Phelps conditioned to make him a deed of conveyance for 21 acres of land being part of said Survey No 5506 beginning at 2 beaches and an Iron Wood, thence North 80° East 56 poles to a Hickory Sugar & Ash trees. thence South 3° 15 west 56 poles to an ash, Sugar and an iron wood trees. thence South 80° west 55 poles to two beeches and a Sugar trees thence north 10° west 62 poles to the beginning. On the same day the said Phelps made his three notes to the said Baird for $ 14.71 each payable in 1. 2 & 3 years for the purchase money which is yet due —

I further State to the Court that on the 13th day of July 1834 the said Baird made his penal Bond to one Isaac Mallot conditioned to make him a deed for 121 acres of land being part of Survey No 2982 beginning at 2 Sugar trees and an Ash the original Southwest Corner to said Survey and corner to the Peter Manifold Survey, the north 7° east 138 poles to two Beeches and a lynn trees. thence South ~~8° west~~ 83° east 138 poles to 2 beeches and a Sugar trees. thence South 7° west 138 poles to two Beeches and a lynn trees. thence north 83 west 138 poles to the Beginning On the same day the said Isaac Mallot made his two notes to the said Baird payable in one and two years one for 55¼ - and the other for $ 113.43¾ those notes were for the balance of the purchase money not then paid and are yet unpaid —

I further State to the Court that on the 28th day of December 1834 the said Baird made his penal bond to Daniel L. Ruddel conditioned to convey to him 133 acres of land being part of Survey No 4069 beginning at a white oak and Iron wood in the north line of said Survey thence South 38° west 220 poles to a dogwood and Iron wood trees, thence north 79° east 152 poles to a Stake in the centre of the London Road thence with said road north 11° east 175 poles to a Stake. thence South 79° west 96 poles to the beginning

On the same 28th day of December 1834 the said Ruddel made his three notes to the said Baird for $ 133.25 each payable in 1. 2 & 3 years to secure the purchase money for said tract of Land which had not then been paid and which notes are still due I further State to the Court that on the 10th day of May 1835 the said Baird executed his bond to John S. Fulton conditioned to convey to him 188 acres of ~~land~~ said Survey No 4069. beginning at a black ash

and Elm trees in the north line of said Survey thence north 79° east 226 poles to a white oak and Iron wood corner to a lot sold to Daniel L. Rusdel. thence South 28° west 221 poles to a dogwood and Iron wood thence South 79° west 155 poles to a Stake thence north 39° East 62 poles to a Stake thence North 10° west 90 poles to the beginning. I further State to the Court that of the purchase money for this tract of Land sold to the said Fulton there is due $405 as evidenced by three notes given by him to the said Baird on the said 10th May and payable in 1. 2. & 3 years with Interest from date I further State to the Court that the said Baird on the 5th Dec 1835 made his bond to convey to Luther M. Davis 128 acres of Survey No 4067 beginning at a Sugar tree and burr oak corner to land sold to E. Mathers by D. C Copeland. thence South 10° east 114 poles to a dogwood and Iron wood in said Mathers land thence north 79° east 147 poles to a Stake in said London Road thence with said Road north 11° east 118 poles to a Stake the South east corner to Daniel L. Rupels Lot. thence South 79° west 190 poles to the beginning I further State that to secure to the said Baird the payment of the purchase money for said tract of land not then nor since paid - the said Davis made to him on said 5th Dec 1835 his three notes for $105 each payable in 1. 2 & three years with Interest from date and which are still due I further State that on the 4th Dec 1835 the said Baird made his bond to one Davis Witter conditioned to convey to him 99 acres of land part of Survey No 4067 beginning at a bur oak and Elm in the north line of said Survey and corner to the lot sold to John S. Fulton. thence South 79° W 100 poles to a Hickory Sugar tree and Iron wood thence S. 10° E. 168 poles to a Hickory and Red oak thence north 79° E. 40 poles to a Stake in the road corner to a lot sold to John S. Fulton. thence north 39° East 62 poles to a Stake another corner to J. S. Fultons lot thence north 10° west 92 poles to the beginning - I further State that the said Witter was to pay the said Baird $ 396 a part of which has been paid and the balance was on the same 4th Dec secured to be paid by the execution of three notes to the said Baird for $99 each and payable in 1. 2 & 3 years with Interest from date and which are not yet paid). I further State to the Court that on the 29th day of June 1835 the said Baird made his penal bond to one James Pinney conditioned to make him a deed for 79¼ acres of land being part of Survey No 4069 beginning at a beech and Hickory trees in the east line of said Survey. thence South 10° east 102 poles to a Hickory and white Elm thence South 79° west 149 to a Stake in said London Road thence with said Road north 11° east 54 poles to a Stake thence with same road north 11° east 59 poles to a Stake the corner to a lot sold by said Baird to Silas G. Strong. thence with said Strongs line north 79° east 102 poles to the beginning I further State to the Court that on the same 29th day of June 1835 the said Pinney made his note payable to the said Baird for $69.18 payable three years after date with interest being for the balance of the consideration money not yet paid and which note not having become due is not yet paid — I further State that on the 23d June 1835 the said Baird sold to William M. Page 96 acres of land and executed to him his penal Bond conditioned to make him a deed for the same. being part of Survey No 4069 Beginning at a Hickory white Elm and Dog wood trees in the East line of said Survey thence South 10° East 100 poles to a Hickory and buck thence South 79° west 163 poles to a Stake in the London Road thence with said Road north 7° west 56 poles thence with same Road north 35 poles thence with same Road north 17° East 11 poles to a Stake at the corner of a lot sold to James Pinney thence with Pinneys line north 79° East 149 poles to

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the beginning. For this tract of land the said Page paid part of the consideration money, and for the balance of the consideration money made his three notes on the said 23d June 1835 to the said Baird. one for $ 52.26 payable one year from date with interest. and the other two notes for $ 82.68 each payable two and three years after date with interest. These three notes which were given for said tract of land are unpaid

I further State to the Court that on the 8th of Sept. 1835 the said Baird Executed his Bond to Bradford Stephens with the condition that he would convey to him 108¼ acres of land being part of Survey No 4069 beginning at a red oak and Hickory the original South east corner of said Survey thence South 79° west 164 poles to a Stake in the South line of said Survey thence North 11° east along the London Road 100 poles to a Stake the corner to a lot sold to Wm M. Page, thence with said Pages line north 79° east 163 poles to a Hickory and beach thence South 10° east 100 poles to the beginning

For the payment of so much of the purchase money as is unpaid, the said Stephens on the same day made his two notes to the said Baird. the one for thirty five Dollars and 07½ cents and payable on the 8th Sept 1837 and the other for 94 dollars and 93¾ cents and payable on the 8th Sept 1838

I further State that on the 28th Dec 1834 the said Baird made his bond to Silas G. Strong with the condition that he would convey him 71 acres of land being part of Survey No 4069. beginning at a large white oak and Sugar tree the original north east corner of said Survey No 4069 thence South 10° east 160 poles to a bur oak and Hickory thence South 79° west thence 102 poles to a Stake in the London Road thence north 10° east 171 poles to a Stake in the north line of said Survey. thence north 79° east 40 poles to the beginning

I further State to the Court that for this last mentioned tract of 71 acres the said Strong was to pay $284 and for the payment of $ 213 of the same he made his three notes to the said Baird on the said 28th Decr 1834 for $ 71 each and payable in one two and three years from date with interest. These notes being for part of the consideration money are not yet paid

And I the said Henry Stam further allege that the above mentioned tracts of land are all situate in the County of Amoe and within the Jurisdiction of this Court I further State that at the time of making the before mentioned contracts the Several purchasers made their notes to the said John B Baird to secure the payment of the purchase money therefor and that most of said notes are still due and unpaid and that the purchasers took possession of the lands severally purchased by them and that they now hold the same or their assigns

I further State that the said John B. Baird departed this life in the month of May last leaving two Infant Children to wit Sarah C. M. Baird now about the age of five years and John T. Baird now about the age of three years and they are made defendants to this petition. I further State that they are not in the State of Ohio as I believe but residing with their mother in the State of Virginia I further State that the said John B. Baird departed this life without having made any deeds of conveyance to the purchasers of the several tracts of land so sold by him as aforesaid. I further State that the several purchasers are ready to pay for the lands purchased by them as aforesaid, and thereby entitle themselves to a conveyance for the same. I further State to the Court that as the administrator of the said John B. Baird I am desirous of completing the contracts for and on behalf of his infant heirs and of vesting their title in the aforesaid purchasers or their assigns and I pray the Court upon a hearing of the matters herein mentioned to make an order authorizing and empowering me as the administrator of said Baird to complete said contracts by conveying the lands aforesaid to the several purchasers or to such persons as are entitled to receive deeds of conveyance. — I pray the Court that notice of the pendency of this petition may be published in some newspaper circulating

in the County of Union as required by law, and that there may be such further action of the Court and procedure in the premises as the nature of the case requires— Ll further State to the Court that I was appointed the administrator of John B. Baird on the 10th day of June last by the Court of Common Pleas of Hamilton County Ohio. and I annex a copy of the letters of administration to this petition as a part thereof— Henry Starr Admr of John B. Baird dec'd

Cincinnati 10 May 1837

State of Ohio } ss
Hamilton County }

To all who shall read these presents. Whereas John B. Baird late of the County of Hamilton and State of Ohio died intestate whereby it becomes expedient that the Court of Common Pleas within and for the County aforsaid should appoint some suitable and trusty person or persons to collect and administer all and singular the goods chattles and credits of the said John B. Baird deceased, whereof he died possessed. Know ye therefor that the said Court of Common Pleas have nominated and appointed and by these presents do nominate and appoint Henry Starr administrator of all and singular the goods chattles and credits of the said deceased hereby granting to said administrator all and singular the power necessary and by law required to enable him to take an Inventory of, collect. Sue for and recover all and singular the goods chattles and credits of the said deceased and out of the same or such part thereof as shall come to his hands. the debts of the said deceased to pay and discharge according to law and of the rest and residue of said goods goods chattels and credits to make a just and lawful distribution and the same fully to administer in all things as by law is required and the Court do appoint William Barnes Charles Hales and Isaac P. Lippincott to appraise on their oath or affirmation all and singular the goods chattels and credits of the said deceased In testimony whereof I have hereunto set my hand and affixed the seal of our said Court of Common Pleas at Cincinnati this 10th day of June in the year of our Lord one thousand Eight hundred and thirty six—

Seal

Wm H. Harrison Clerk Hamilton County

I certify the above to be a copy of the original Letters of administration granted to me on the state of John B Baird deceased 20th May 1837

Henry Starr

And afterwards to wit on the same day and year last aforesaid the following writ of Summons issued from the Clerks office of Union County to wit

State of Ohio Union County ss Seal To the Sheriff of said County Greeting We command you to Summon Sarah C. M. Baird and John F. Baird Children and heirs at law of John B. Baird dec'd if they may be found in your Bailiwick to appear before our Court of Common Pleas of the County aforesaid at the Court house in said County on the first day of next term to answer a petition filed against them by Henry Starr the administrator of the said John B. Baird dec'd praying the Court to authorize him to complete certain contracts made by the said Baird in his lifetime for the sale of certain real estate and to make deeds vesting the title of said Heirs in the purchasers of said real estate as set forth in said petition and this they shall in no wise omit under the penalty of the law Witness D. R. Iman president Judge of our said Court of Common Pleas this 20th day of May 1837 James C. Lee Clk

And afterwards to wit on the 31st day of May 1837 the Sheriff made return of said writ in words and figures following to wit

defendants not found May 30. 1837 R. Cloath Sheriff

And afterwards to wit on the first day of June 1837 the Sheriff having

returnable to the Summons issued in this cause that the defendants are not found and it appearing to the satisfaction of this Court that they are not residents of the State of Ohio. On motion it is ordered that notice of the pendency and prayer of this petition be published for three successive weeks in the Ohio State Journal a newspaper published at Columbus and circulating in the County of Union. and Continued

And afterward to wit on the 20th April 1838 came the complainant and filed proof of publication and thereupon this cause is continued.

Which said publications together with the proof thereof readeth in the words and following to wit. State of Ohio Union Common Pleas June Term 1837 Henry Starr administrator of John B. Baird & Sarah C.C. Baird and John S. Baird. Petition to complete contracts for the sale of real Estate

The petition filed in this cause on the 20th day of May 1837 sets forth that the said John B. Baird while living made several penal bonds to different persons whose names are Specified conditioned to make to them deeds of conveyance for the several tracts of land which he had sold them situate in Union County and which are particularly described in said petition that he died without having made deeds according to the condition of said bonds. that a part of the purchase money was paid in some cases and in others is wholly due. the object and prayer of the petition are to authorize the administrator of the said Baird to complete the contracts for and on behalf of his heirs and Execute deeds to the purchasers — and it appearing to the satisfaction of the Court that said heirs are not residents of the State of Ohio it is ordered by the Court that notice of the pendency and prayer of the petition be published for three successive weeks in the Ohio State Journal that said heirs be and appear on the first day of the next October term of said Court and shew cause if any they have why the prayer of said petition should not be granted

James H. Gill Clerk C.P.

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

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

Thos Wood A.P.

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

Attest Jas. H. Gill Clerk

Jacob Lennet
vs
Andrew J. Alden

Pleas before his Honor J.R. Swan Esqr President and Robert Nelson Elihu Porter and James Hill his associates Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight

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 eight came A.J. Alden and filed herein a Transcript from the Docket of Andrew Keyes Esqr which reads in the words and figures following to wit. Jacob Lennet vs Andrew J. Alden Suit brought on an account for 92.62½ for work and labor and Sundry articles as per bill of particulars filed March 16th 1838 on application of Plaintiff Summons issued and directed to Elias Hartley Const. for the appearance of the defendant on the 22d day of March 1838 at One oclock P.M. Subpoena issued for Elihu Cassil Elihu McDowell Almond D. Brooks and David King to appear on the 22d day of March 1838— March 22d 1838 Summons and Subpoenas returned duly served by reading fees on the Summons .30 cts fees on Subpoena 1.20. The parties appeared and Elihu Cassil Elihu McDowell and Almond D. Brooks were sworn and examined as witnesses for the Plaintiff and trial had and I do find the Plaintiffs claim in the premises to be $239.02½
and the defendants claim to be 165.63
leaving a balance due the Plaintiff of the sum of Seventy three dollars and thirty nine cents $73.39½
It is therefore considered by me that the Plaintiff recover of the defendant the sum of seventy three dollars and thirty nine cents and his costs of suit taxed at four dollars and twenty eight cents. State of Ohio Union County Union Township ss
I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me in the above cause Andrew Keyes Justice of the peace of the above Township with which Transcript was returned the following Recognizance of Bail to wit Be the action of Jacob Lennet against Andrew J. Alden I William Gabriel Ir acknowledge myself bail for the appellant in the sum of one hundred dollars thirty five to be levied of my goods chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas. Taken signed and acknowledged on this 28th day of March in the year 1838 before me Andrew Keyes J.P.
and afterwards to wit on the 26th day of April in the year of our Lord one thousand eight hundred and thirty eight came the Plaintiff by W.C. Lawrence his attorney and filed his declaration in the words and figures following to wit
State of Ohio Union County ss Union Common Pleas April Term 1838
Jacob Lennet vs. Andrew J. Alden } This cause comes into Court on an appeal from the Docket of a Justice of the peace of said County. and thereupon the said Jacob Lennet complains of the said Andrew J. Alden in a plea of Assumpsit for that whereas the said Andrew J. Alden on the first day of March in the year one thousand eight hundred and thirty eight at the County of Union aforesaid was indebted unto the said Plaintiff in the sum of ninety dollars 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 ninety dollars then and there sold and delivered by the Plaintiff to the defendant at his request. and in the sum of ninety dollars for the price and value of work then and there done and performed and materials for the same provided by the plaintiff with his servants horses plows and carts for the defendant at his request. and in ninety dollars for the price and value of Board then and there furnished by Plaintiff for defendant at his request and in ninety dollars for the price and value of one colt and sixteen hogs sold and delivered by plaintiff to defendant at his request and in the sum of ninety dollars for board lodging meat and drink furnished to defendants servants by plaintiff for defendant at his request

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And in the sum of ninety dollars for money found to be due from the defendant to plaintiff on an account then and there Stated between them. and whereas the defendant afterwards to wit on the day and year aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request yet he hath not paid the said several sums of money nor either of them nor any part thereof to damage of the plaintiff. ninety nine and 62/100 and therefore he brings suit &c W.C. Lawrence atty for plff And afterwards to wit on the thirtieth day of May in the year of our Lord one thousand eight hundred and thirty eight came the defendant by Moses B. Cormin Esqr and filed his plea in the words and figures following to wit Union County Common pleas 1838 Andrew S. Alden adm Jacob Sennit } Plea } And the said Andrew S. Alden by Moses B. Cormin his attorney comes and defends the wrong & injury when &c and says that he did not promise assume and undertake in manner and form as the plaintiff hath above thereof in his declaration complained against him and of this he puts himself upon the Country &c } Notice } The plaintiff in the above cause or William C. Lawrence Esqr his Attorney will take notice that the defendant on the trial of the above cause will offer Evidence to prove & insist that before the commencement of this suit the Plaintiff was indebted to the defendant in the sum of one hundred dollars for money had and received of the defendant at the special instance and request of the plaintiff and in the further sum of one hundred dollars for so much money before that time paid laid out and expended by the defendant to and for the use of the plaintiff at his like request and also in the further sum of one hundred dollars for money lent and advanced by the Defendant to the plaintiff and at his like request and also in another sum of one hundred dollars for goods wares and merchandize by the defendant before that time sold and delivered to the plaintiff and at his like special instance & request and also in the further sum of one hundred dollars for rents of Houses & lands by the defendant to the plaintiff at his like request and also in the further sum of one hundred dollars for work and labor done and materials found by the defendant in and about the business of the plaintiff and at his like request and also in the further sum of one hundred dollars for money found to be due from the plaintiff to the defendant on an account Stated between them. and that the defendant will insist on a verdict in his favor for the amount that may be found to be due to him from the plaintiff Moses B. Cormin defts atty And afterwards to wit on the thirteenth day of July in the year of our Lord one thousand eight hundred and thirty eight the following order and entry was made and entered upon the Journals of said Court to wit This cause is continued at the defendants costs. It is therefore considered by the Court that the said defendant pay the costs of this Term within thirty days and in default thereof that Execution issue therefor. And afterwards to wit on the day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit John McCune Abijah Gandy Asa Batcher Stephen McCain James F. Codiage John Smith John Dooley A.R. Bowen William Hays Samuel B. Thurson William Bishop John Robinson who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said defendant did assume and promise in manner and form as the plaintiff hath complained against him and they assess the damages of the said plaintiff by reason thereof to ninety eight dollars and sixty two cents— It is therefor considered by the Court that the said plaintiff recover of the said defendant the said sum of $98.62/100 dollars and also his costs in this behalf expended taxed to $5.99/c. Defts costs $22.83= $28.82/c

Wm. O. Lee Clerk

Christopher Wilber }
vs } Pleas before his Honor N. H. Swan President and Robert Nelson
William B. Morse } John Porter and James Hill his Associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight—

Be it remembered that heretofore to wit on the twentieth day of April in the year of our Lord one thousand eight hundred and thirty eight came the Defendant and filed in the Court aforesaid a Transcript of the proceedings had in said case before Andrew Keyes one of the Justices of the Peace in and for said County which said Transcript reads in the words and figures following to wit Christopher Milber vs Wm B. Morse Jany 6th 1837 Action of debt on a promissory note of which the following is a copy. Ten months after date I promise to pay James M. Evans or bearer the sum of Twenty Dollars it being for value Received February 16th 1837 W.B. Morse assigned on the back by J. M. Evans. The parties appeared without process and agreed to submit the case for decision. Joseph Morse appeared as agent for Wm B. Morse and offered a plea of the infancy of said Wm B. Morse. but there not being considered by me sufficient evidence to prove him a minor It is considered by me that Judgment be rendered against said defendant Wm B. Morse for the sum of Twenty dollars and eight cents and the costs of suit Notice given by the defendant that he will appeal the said suit to the Court of Common Pleas and offered for his bail who was accepted and entered into bonds for the sum of fifty dollars January 6th 1838. which said bond reads as follows to wit Now the action of Christian Milber against William B. Morse I Oliver Kenady do acknowledge myself for the appellant in the sum of fifty dollars to be levied on my goods chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas Oliver Kenady Taken signed and acknowledged on this 6 the day of January A.D. 1838 before me Andrew Keyes J.P. I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause Andrew Keyes J.P. of the Township of Union in Union County State of Ohio and afterwards to wit on the thirteenth day of July in the year last aforesaid this cause was called and continued and afterwards to wit on the day and year first herein aforesaid came the said William B. Morse by his attorney and the said Christopher Milber having failed to declare against the said William B. Morse according to the rules of Court Therefore it is considered that the said William B. Morse go hence without day and recover of the said Christopher Milber his costs in this behalf expended taxed to Dollars and cents

Test J. H. Gill Clerk

Harvey Mann vs Sidney Gilbert } Pleas before his honor A. R. Sman President and Robert Nelson John Porter and James Gill his associates Judges of a Court of Common Pleas began and holden at the Town of Marysville on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty Eight

Be it remembered that heretofore to wit on the fourteenth day of July in the year last aforesaid the Plaintiff by his attorney sued out of the Clerks office of said Court the following writ of Summons to wit

State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Sidney Gilbert to appear before our Court of Common Pleas at Court House in Marysville forthwith to answer unto Harvey Mann in a plea of debt for $166.66 Damages $50.00 and have you then there this writ Witness J. H. Gill Clerk of the Court of Common Pleas this 14th day of July A.D. 1838 Test Jas H. Gill Clk which said writ was indorsed as follows to wit. Suit Brot on defts single executed and delivered by deft to Plaintiff given on the first day of April 1838 with interest for the sum of and payable on or against the first day of April 1838 with interest for the sum of $166.66 by M. Clarence his attorney

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Jas H. Gill

Peter Lyon ?
vs
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David Miller
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which said writ was returned by the Sheriff endorsed as follows to wit. Served by endorsing copy left at Defts House July 14th 1838 R. Clark Sheriff

and afterwards to wit on the 7th day of August in the year last aforesaid came the Plaintiff by his attorney and filed his declaration which said declaration reads in the words and figures following to wit Union County ss. July Term of the Court of Common Pleas 1838 Harvey Ward complains of Sidney Gilbert in a plea of debt for that whereas the said Sidney in the first day of April in the year 1836 at the County aforesaid made his certain writing obligatory of that date sealed with his seal and now to the Court here shown, and there and there delivered the same to the said Harvey and thereby bound himself to pay to the said Harvey Ward or bearer one hundred and sixty six dollars and sixty six cents on or against the first day of April 1838 with interest which period has now elapsed Yet the said Sidney has not paid the said sum nor any part thereof to the damage of the said Harvey $216.66. dollars and therefore he brings suit &c By

W. Lawrence his atty

and afterwards to wit on the day and year first herein aforesaid came the Plaintiff by William G. Lawrence his attorney and the said defendant though solemnly called came not but made default. Whereupon it is considered that the said Plaintiff ought to recover his debt against the said defendant and his damages by reason by reason of the detention thereof. and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said defendant doth owe unto the said plaintiff the sum of One hundred and sixty six dollars and sixty six cents and do assess his damages by reason of the detention thereof to $26.62/100 dollars Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $166.66 his debt aforesaid and the said sum of $26.62/100 dollars his damages aforesaid and also his costs in this behalf expended taxed to

dollars and cents

Jas H. Gill Clerk $1.50/100

Peter Igow vs David Miller

Pleas before his honor N. R. Swan President and Robert Nelson John Porter and Hamer Hill his associate Judges, at a Court of Common Pleas began and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty Eight Be it remembered that heretofore to wit on the 13th day of July in the year last aforesaid the plaintiff by his attorney sued out of the Clerks office said Court a writ of summons in the words and figures following to wit

State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon David Miller to appear before our Court of Common Pleas forthwith at the Court house in Marysville to answer unto Peter Igow in a plea of debt for $400.00 damages $100.00 and have you then there this writ Witness J. H. Gill Clerk of the Court of Common pleas in and for said County this 13th day of July A.D. 1838

J. H. Gill Clerk

on which said writ was the following indorsement to wit Suit Brot on promisory note under seal given by deft. to the plaintiff for $400.00 due 25 April 1838 in which is due whole amount of principal and interest July 13th 1838 Hamilton and Young attys for Plff which said writ was returned same day Served as follows to wit Served by delivering certified copy to defendant R. Clark Sh'ff.

and afterwards to wit on the 14th day of July in the year last aforesaid the Plaintiff by his said attys. filed his declaration against the said deft in the words and figures following to wit State of Ohio Union County Court of Common Pleas of the Term of July 1838 Union County ss Peter Igow complains of David Miller being &c of a plea that he render to the said Peter Igow the sum of $400.00 lawful money & which he owes to and unjustly detains from the said Peter Igow. for that whereas the said David Miller on the fifth day of February in the year 1838 at the County of Union made his certain writing obligatory of that date sealed with his seal (and now to this Court here shown) and there and there delivered the same to the said

Peter Dyon and thereby bound himself to pay to the said Peter Dyon or bearer four hundred dollars on or before the 25th day of April then next ensuing after the date with interest from date, which period has now elapsed & he the said David Miller has not paid the said sum of money, nor any part thereof to the damage of the said Peter Dyon $400.00 and thereupon he brings suit &c Hamilton and Young attys for plff and afterwards to wit on the 24th day of October in the year last aforesaid came the defendant by M.C. Lawrence his attorney and filed his plea which said plea reads in the words and figures following to wit David Miller vrs Peter Dyon In debt Union Com. Plea July term 1838 and the said David now comes and defends &c and says that the said writing obligatory is not his deed and of this he puts himself upon the Country and the plaintiff doth the like M.C. Lawrence atty for Dft.

The plaintiff or his counsel will take notice that the deft in this suit will on the trial of the same and in bar of the plaintiffs action plead that the deed whereon this suit was Brot and mentioned in plaintiffs declaration, was executed and delivered to the plff by the deft for the consideration and no other, that deft had Brot of Plaintiff 237 fat hogs for the price of a fraction over five cents per pound and said hogs were insured to Deft by the Plaintiff to weigh on average each two hundred and six pounds that the price and value of said hogs amounted to about $3.000.00 and that at said estimates and insurance deft did pay and discharge the whole price of the said hogs except the amount mentioned in the said deed mentioned in plffs Declaration, and that said hogs on average did not weigh 206 but did weigh and weigh no more than 156 pounds each and that said deed was given to secure the payment of the balance of the price of said hogs and for no other or different consideration, and that Deft at the insurd weight of said hogs lost in consideration of thin losing in weight more than eight hundred dollars whereby and for which the consideration of said deed wholly failed M.C. Lawrence atty for Dft and afterwards to wit on the day and year first herein aforesaid came the parties by their attorney and submit this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the defendant doth owe unto the plaintiff the sum of four hundred dollars and thirty dollars his damages by reason of the detention thereof to seventeen dollars and thirty three cents Therefore It is considered that the said Plaintiff recover of the said Defendant the said sum of $400. his debt aforesaid and the sum of $17.33 his damages aforesaid and also his costs in this behalf expended taxed to dollars and cents notice of appeal by defendant

Jas H. Gill Clerk

J.R. Swan

Hugh Thompson vs John Milligan

Pleas before his Honor A.R. Swan President and Robert Nelson John Porter and James Hill his associates Judges, of a Court of Common Pleas began and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the Twenty Sixth day of October in the year of our Lord one thousand eight hundred and thirty Eight. Be it remembered that heretofore to wit on the 29th day of June in the year of our Lord last aforesaid the Plaintiff by A. Hall Esqr his atty sued out of the Clerks office of said Court the following writ of Summons to wit

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

We command you to summon John Milligan to appear before our Court of Common Pleas in and for said County of Union at the Court house in said County on the first day of next Term to answer unto Hugh Thompson in a plea of assumpsit Damages $150.00 and have you then there this writ Witness Jas H. Gill Clerk of the Court of Common Pleas in and for said County this 29. day of June A.D. 1838 James H. Gill Clerk on which said writ was

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the following indorsement to wit. Suit Biet on a promisory note executed and delivered by defendant to Plaintiff on the 22nd Nov. 1837 calling for one hundred dollars payable on the first day of April 1838 with interest A. Hall Plffs atty

which said writ was returned July 10th 1838 Served as follows to wit Served by delivering to deft a certified copy June 30th 1838 R. Clark Sheriff

And afterwards to wit on the 18th day of July in the year last aforesaid came the plaintiff by his said attorney and filed his declaration in the words and figures following to wit Hugh Thompson vs John Milligan in Union Common Pleas June Term A.D. 1838 Hugh Thompson complains of John Milligan in a plea of assumpsit for that whereas the said John on the 22nd day of November ~~on the~~ A.D. 1837 at Union County aforesaid to wit at Marysville made his certain writing obligatory commonly called a promisory note and delivered the same to the said Hugh and thereby promised to pay to the said Hugh Thompson the sum of one hundred dollars on the first day of April 1838 with interest which period has now elapsed and the said John then and there in consideration of the premises promised to pay the amount of the said note to the said Hugh according to the effect thereof Yet the said John hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Hugh Thompson One hundred and fifty dollars Therefore he brings suit &c A. Hall Plffs atty

And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by A. Hall his attorney and the defendant though solemnly called came not but made default. Where upon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damage of the said plaintiff to one hundred and five dollars and fifty five cents. Therefore it is considered that the plaintiff recover of the defendant the said sum of $105.55/100 dollars his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to dollars and cents — Execution by consent of parties stayed 20 days Notice of appeal by defendant

Jas H. Gee Clerk

J. M. Goran

James J. Gray
vs
H. Smarts & Co.

Pleas before his Honor J. R. Swan President and Robt Nelson Esqr Porter and James Hedges 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 twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit on the 13th day of July in the year last aforesaid the plaintiff sued out of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Henry Smarts and John F Burchins late partners trading as H. Smarts & Co to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto James J. Gray in a plea of assumpsit damages $800.00 and have you then there this writ Witness James H. Gee Clerk of the Court of Common Pleas in and for said County this 13th day of July A.D. 1838

(Seal)

Jas H. Gee Clerk

on which said writ was the following indorsement to wit Suit Biet upon a promisory note executed by defendants ~~and~~ to James J. Gray & Co and by them indorsed to Plaintiff for $434/100 dated May 1st 1837 and payable six months after date

July 13th 1838 Brush & Gilbert attys for Plaintiff

which said writ was returned forthwith Served as follows to wit Served by delivering to defendants each a certified copy R. Clark Sheriff. And afterwards to wit on the 14th day of July 1838 came the plaintiff by his attys and filed his declaration in the words and figures following to wit. State of Ohio Union County, Court of Common Pleas of the Term of July one thousand

eight hundred and thirty Eight Union County ss James J. Gray Plaintiff in this Suit by Brush & Gilbert his attorneys complains of Henry Smart and John P. Brothin partners late trading as H. Smart & Co defendants in this Suit of a plea of Trespass on the case upon promises &c for that whereas the said defendants heretofore to wit on the first day of May one thousand eight hundred and thirty seven at Pittsburgh to wit at Marysville in the County of Union and State of Ohio and within the Jurisdiction of this Court made their certain promissory note in writing bearing date the day and year aforesaid, and thereby, three and three six months after date promised to pay to the order of James J. Gray & Co. Four hundred and thirty four 71/100 dollars without defalcation for value received, and then and there delivered the said promissory note to the said James J. Gray & Co. and the said James J. Gray & Co. then and there endorsed and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statute in such cases made and provided the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said promisory note, and being so liable they the said defendants in consideration thereof afterwards to-wit: on the day and year aforesaid at Pittsburgh to wit at Marysville aforesaid in the County and State aforesaid undertook and then and there faithfully promised the said plaintiff to pay the said sum of money in the said promisory note specified according to the tenor and effect thereof. Yet the said defendants (although often requested so to do) have not nor either of them as yet paid the said sum of money in the said promisory note specified or any part thereof to the said plaintiff, but the said defendants to pay the same have hitherto wholly neglected and refused and still neglect and refuse so to do to the damage of the said plaintiff of Eight hundred dollars and therefore he brings Suit R. Brush & Gilbert attys for Pltf

and afterwards to wit on the day and year first herein aforesaid came the said James J. Gray by his attorneys and the said defendants Henry Smart and John P. Brothin though solemnly called came not but made default Whereupon it is considered by the Court that the said Plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to Four hundred and Sixty dollars and forty three cents. Therefore it is considered by the Court that the said plaintiff recover of the said defendants the said sum of Four hundred and Sixty dollars and forty three cents his damages aforesaid assessed and also his costs in this behalf expended and that &c

James H. Gill Clerk

J. R. Swan

The President Directors and Company of the Franklin Bank of Columbus

vs

William S. Rawlings Jonas Hedges and Joseph Ford

On the twenty Sixth day of October eight hundred and thirty Eight— the day and year last aforesaid and filed their declaration which said declaration recites in the words and figures following to wit— State of Ohio Union County ss Common Pleas of the Term of October 1838 The President directors and Company of the Franklin Bank of Columbus plaintiffs in this Suit complain of William S. Rawlings Jonas Hedges and Joseph Ford defendants in this Suit of a plea of Assumpsit &c For that whereas the said defendants on the first day

Pleas before his Honor R. R. Swan Esqr President and Robert Nelson John Porter and James Hill his associates Judges, at a Court of Common Pleas began and held at the Court House in in the town of Marysville within and for the county of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight— Be it remembered that heretofore to wit on the day and year last aforesaid came the said Plaintiffs by J. Swan their attorney and filed their declaration which said declaration recites in the words and figures following to wit— State of Ohio Union County ss Common Pleas of the Term of October 1838 The President directors and Company of the Franklin Bank of Columbus plaintiffs in this Suit complain of William S. Rawlings Jonas Hedges and Joseph Ford defendants in this Suit of a plea of Assumpsit &c For that whereas the said defendants on the first day

of October A.D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of Fifteen hundred dollars for so much money before that time by the plaintiffs lent and advanced to, and paid laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse to the damage of the plaintiffs Fifteen hundred dollars and therefore they bring suit &c By J Swan their attorney

And afterwards to wit on the same day and year last aforesaid came the Defendants aforesaid by Samuel Brush Esqr their attorney and files their plea in the words and figures following to wit The State of Ohio Union County ss Oct Term 1838

And now one of the Attorneys of the Court appears in open Court in behalf of the said William S. Ranking Elenas Hedges and Joseph Ford defendants and by virtue of a warrant of Attorney waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President Directors and Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to seven hundred ninety nine dollars and fifty cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants S. Brush atty for Defts

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their Counsel and files their declaration and thereupon S. Brush one of the Attorneys of this Court appeared in open Court on behalf of said defendants and by virtue of a power of Attorney for that purpose waives the issuing and service of process and appeared to said declaration and confesses that the said defendants did assume and promise in manner and form as the plaintiffs in their declaration have complained against them. and that the plaintiffs by reason of the non performance of the promise and assumption of said defendants have sustained damages to seven hundred and ninety nine dollars and fifty cents. It is therefore considered by the Court that the Plaintiffs recover of the defendants the sum of seven hundred and ninety nine dollars and fifty cents the damages aforesaid so as aforesaid confessed and also the costs in this behalf expended. and by virtue of the same warrant. the same defendants releas all errors and waive all right and benefit of appeal and give up the same &

Test Harvey H. Gee Clerk

J R Swan

The President Directors & Company of the Franklin Bank of Columbus

vs

Henderson Crabb William W. Crabb J. M. Crabb John C. Work and William A. McCoy

Pleas before his honor A. R. Swan Esq President and Robert Nelson John Porter and James Hill his associate Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand Eight hundred and sixty Eight

Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiffs by their Attorny and files their declaration which reads as follows to wit The State of Ohio Union County ss Common Pleas of the term of October 1838 The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit complains of Henderson Crabb William W. Crabb J. M. Crabb John C. Work & William A. McCoy Defendants in this suit of a plea of assumpsit &c For that whereas the said defendants on the 1st day of October A.D. 1838 at the County aforesaid were indebted unto the Plaintiffs

in the Sum of Twelve hundred dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request and so being indebted. the said defendants in consideration thereof afterwards, to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said Sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money nor any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. to the damage of the plaintiffs twelve hundred dollars and therefore they bring suit &c by G. Swan their attorney. and afterwards to wit on the same day and year first herein aforesaid came the Defendants by S. Brush their attorney and filed their plea in the words and figures following to wit. The State of Ohio Union County ss Oct Term 1838 and now Samuel Brush one of the Attorneys of this Court appears in Court in behalf of the said Henderson Crabb William M Crabb T. M. Crabb Ichabod Nash and William F. McCoy defendants and by virtue of a warrant of attorney for that purpose waives the issuing and Service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors & Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them and confesses that the said Plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Six hundred and thirty eight dollars and twenty cents and he hereby releases all error and right and benefit of appeal on behalf of said defendants S. Brush Attorney for Defendants and afterwards to wit on the day and year first herein aforesaid came the plaintiffs by their attorney and filed their declaration and thereupon came the Defendants by S. Brush one of the attorneys of this Court and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and appears to said declaration and confesses that they did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confesses the plaintiffs have sustained damages by reason of the non performance of their promise and undertaking to said plaintiffs to Six hundred and thirty eight dollars and twenty cents. It is therefore considered by the Court that the plaintiffs recover of the defendants the Sum of Six hundred and thirty eight dollars and twenty cents the damages aforesaid so as aforesaid confessed together with their costs in this behalf expended and by virtue of the same warrant all error is released and right and benefit of appeal saved and given &c

Attest Ja's H. Gice Clerk

J. R Swan

The President Directors and Company of the Franklin Bank of Columbus

vs

George Weaver Solomon Weaver and James McMann

Pleas before his honor S. R. Swan Esqr President and Robert Nelson John Parker and James Hice his associates Judges at a Court of Common Pleas began and held at the Town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight Be it remembered that heretofore to wit on the day and year aforesaid came the Plaintiffs by G. Swan their atty and filed their declaration in the words and figures following to wit The State of Ohio Union County ss Common Pleas of the Term of October 1838 The President Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of George Weaver Solomon Weaver and James McMann defendants in this suit of a plea of plaint &c

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For that whereas ... County aforesaid ... dollars for so ... ced) to and paid ... so being indebted ... on the day and ... promised the pla... quested Yet ... thereof to the pl... the damage of the ... By G. Swan ... year aforesaid ... of this Court a... County ss Oc... of this Court app... and James M... that purpose a... the said defendan... President Direct... tiffs have above ... have sustained ... assumption ap... five cents. and ... behalf of said ... and afterwards ... tiffs by their Attor... Came into Court ... of this Court ... declaration on ... promise in ma... thereof and that ... and assumptio... Eight Hundred ... by the Court tha... and fifteen dollars ... fessed and also ... warrant all er... Given &c on the ...

Attest Ja's H. ...

The President Dire... of the Franklin B...

William Housm... and Isaac ...

Union and Sta... Our Lord one ... ed that heretofo... their attorney. ... The State of Oh... The President ... in this Suit ... B. Fisher Esq...

for that whereas the said defendants on the 1st day of October A.D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of Sixteen hundred dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request. and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Sixteen hundred dollars And therefore they Bring Suit &c By G. Swan their Attorney — And afterwards to wit on the same day and year aforesaid came the Defendants by S. Bush Esqr. one of the Attorneys of this Court and files their plea as follows to wit. The State of Ohio Union County ss October Term 1838 And now Samuel Bush one of the Attorneys of this Court appears in open Court on behalf of said George Beaver Solomon Meader and James McMann defendants and by virtue of a warrant of attorney for that purpose waives the suing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors and Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Eight hundred and fifteen dollars and twenty five cents. and he hereby releases all errors and right and benefit of appeal on behalf of said defendants— S. Bush Attorney for Defendants And afterwards to wit on the day and year first herein aforesaid came the plaintiffs by their Attorney and files their declaration against said defendants. and thereupon came into Court on behalf of said defendants S. Bush one of the Attorneys of this Court and by warrant of attorney for that purpose appears to said declaration on behalf of said defendants and confesses that said did assume and promise in manner and form as the plaintiffs have above thereof declared against them and that said plaintiffs by reason of the non performance of the promise and assumption of said defendants. have sustained damages to the sum of Eight hundred and fifteen dollars and twenty five cents It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of Eight hundred and fifteen dollars and twenty five cents the damages aforesaid so as aforesaid confessed and also their costs in this behalf expended. and by virtue of the same warrant all error is released and right and benefit of appeal waived and Given up on the part of said defendants

Attest Danl H. Gile Clerk

J. J. Swan

The President Directors and Company of the Franklin Bank of Columbus

vs

William Housman Isaac T. Housman and Isaac B. Fisher

Be it remembered that heretofore to wit before his Honor J. J. Swan Esqr. President and Robert Nelson John Porter and James Hoge his associates Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight. Be it remembered that heretofore to wit on the day and year aforesaid came the plaintiffs by their attorney and filed their declaration in the words and figures following to wit The State of Ohio Union County ss Common Pleas of the Term of October 1838 The President Directors & Company of the Franklin Bank of Columbus plaintiffs in this suit complain of William Housman Isaac T. Housman and Isaac B. Fisher defendants in this suit of a plea of assumpsit &c

For that whereas the said defendants on the first day of October A. D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of eight hundred dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when there unto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Eight hundred dollars and therefore they bring suit &c By G. Swan their Attorney

And afterwards to wit on the day and year last aforesaid came the defendants by S. Bush Esquire their attorney and filed their plea as follows to wit. The State of Ohio Union County ss. October Term 1838 And now Samuel Bush one of the attorneys of this Court appears in open Court in behalf of said William Hausman Isaac F. Hausman and Isaac B. Fisher defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President Directors and Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to three hundred and seventy five dollars and eleven cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants S. Bush Att'y for Def'ts

And afterwards to wit on the day and year first herein aforesaid came the plaintiffs by their Attorney and filed their declaration and thereupon came the defendants by Samuel Bush their counsel by virtue of a warrant of attorney for that purpose appears to said declaration on the part of said defendants and confesses that said defendants did assume and promise in manner and form as the plaintiffs have declared against them and that the plaintiffs have sustained damages by reason thereof to three hundred and seventy five dollars and eleven cents— It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of three hundred and seventy five dollars and eleven cents the damages aforesaid so as aforesaid confessed together with their costs in this behalf expended. and by virtue of the same warrant all error is released & right & benefit of appeal waived and given up—

Attest Dan'l. H. Gee Clerk

J. R. Swan

The President Directors and Company of the Franklin Bank of Columbus

vs

Jacob Holderman Peter Casner John Holderman John Carpenter Abraham Holderman and William B. Swearingen

Pleas before his Honor J. R. Swan President and Robert Nelson John Foster and James Hice his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord One thousand eight hundred and thirty Eight. Be it remembered that heretofore to wit on the day and year aforesaid came the Plaintiffs by their counsil and filed their declaration in the words and figures following to wit— The State of Ohio Union County ss. Common Pleas of the term of 1838 The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Jacob Holderman Peter Casner John Holderman John Carpenter Abraham Holderman & William B. Swearingen Defendants in this suit of a plea of assumpsit &c For that whereas the said

defendants on the first day of October A.D. 1838 at the County aforesaid were in debted unto the plaintiffs in the sum of four thousand dollars for so much before that time by the plaintiffs lent and advanced to, and paid laid out and expended for the defendants at their request. and so being indebted. the said defendants in consideration thereof afterwards to wit: on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs four thousand dollars and thereof bring suit &c

By G. Swan their Attorney and afterwards to wit on the same day and year aforesaid came the defendants by their attorney and filed their plea in the words and figures following to wit The State of Ohio Union County ss October Term 1838 And now Samuel Bush one of the attorneys of this Court appears in open Court in behalf of the said Jacob Holderman Peter Cosner John Holderman John Carpenter William B. Smeaton and Abraham Holderman defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Two thousand One hundred and thirty four dollars and thirty three cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

S. Bush Attorney for defendants

and afterwards to wit on the day and year first herein aforesaid to wit on the 26th day of October in the year 1838 came the plaintiffs by their counsel and filed their declaration and thereupon came the defendants by S. Bush one of the attorneys of this Court and by virtue of a power of attorney for that purpose enter the issuing and service of process and appears to said declaration and confesses that said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confesses that the plaintiffs have sustained damages Two Two thousand one hundred and thirty four dollars and thirty three cents It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of Two thousand one hundred and thirty four dollars and thirty three cents their damages aforesaid so as aforesaid so by them said confessed together with their costs in this behalf expended. and by virtue of the same warrant of attorney all errors are released and all right and benefit of appeal waived and given up &c

Attest Sam'l H. Gill Clerk

G. Swan

The President Directors and Company of the Franklin Bank of Columbus

vs

Jebediah Nagley Ansel Bates Asa Bates and John Nagley

Pleas before his Honor A. R. Swan Esqr. President and Robert Nelson John Porter and James Hill his associates Judges, at a Court of Common Pleas in and for the County of Union and State of Ohio on the 26th day of October in the year of our Lord One thousand eight hundred and thirty eight. Be it remembered that here before to wit on the day and year aforesaid came the Plaintiffs by G. Swan their attorney and files their declaration in the words and figures following to wit The State of Ohio Union County ss Common Pleas of the Term of October 1838 The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this complaint of Jebediah Nagley Ansel Bates Asa Bates & John Nagley

defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of October A.D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of Two hundred dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit. on the day and year aforesaid at the County aforesaid. undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs. but have wholly refused so to do and still do refuse. to the damage of the plaintiffs Two hundred dollars and therefore they bring suit &c by G. Swan their attorney and afterwards to wit on the day and year aforesaid came the Defendants by their attorney and filed their plea in the words and figures following to wit

The State of Ohio Union County ß October Term 1838. And now Samuel Bush one of the attorneys of this Court appears in open Court in behalf of the said Zebedee Nagley Ansel Bates Asa Bates and John Nagley defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them. and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to ninety dollars and ninety six cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants S. Bush Attorney for defendants

and afterwards to wit on the day and year first herein aforesaid to wit on the twenty sixth day of October in the year 1838 came the plaintiffs and filed their declaration and thereupon came the defendants by S. Bush Esqr their attorney and by virtue warrant of attorney for that purpose waives and say that they cannot gainsay the plaintiffs action in manner and form as the plaintiffs have alledged against them. and confess that they did assume and promise in manner aforesaid and confess that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to ninety dollars and ninety six cents— It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of ninety dollars and ninety six cents. the damages aforesaid so as aforesaid confessed and also their costs in this behalf expended and by virtue of the same warrant all error is released and right and benefit of appeal waives —

Attest Jas H. Gill Clerk

J Swan

The President Directors Company of the Franklin Bank of Columbus

vs

Solomon Weaver John Weaver Jacob Weaver Fletcher W. Pratt Robston Williams John Kenady and James McMann

Pleas before his Honor S. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand Eight hundred and thirty Eight— Be it remembered that heretofore to wit on the same day and year aforesaid came the Plaintiffs by G. Swan Esqr their attorney and filed their declaration which said declaration reads in the words and figures following to wit— The State of Ohio Union County ß Common Pleas of the term of October 1838 The President Directors Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Solomon Weaver John Weaver Jacob Weaver Fletcher W. Pratt Robston Williams John Kenady & James McMann

defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 21st day of October A.D. 1838 at the County aforesaid were indebted unto the plaintiffs in the Sum of Four thousand dollars for so much money before that time by the plaintiffs lent and advanced to and paid said said suit and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said Sum of money when thereunto afterwards requested - Yet the said defendants have never paid said Sum of money nor any part thereof to the plaintiffs but have wholly refused so to do, and still do refuse. To the damage of the plaintiffs Four thousand dollars and therefore they bring Suit &c — By J. Swan their Attorney —

And afterwards to wit on the same day and year aforesaid came the said defendants by S. Bush Esquire their attorney and filed their plea in the words and figures following to wit - The State of Ohio Union County ss October Term 1838
And now Samuel Bush one of the attorneys of this Court appears in open Court in behalf of the said Solomon Weaver John Weaver Jacob Weaver Fletcher M Pratt Robston Williams John Kenady and James McClaine defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the nonperformance of the promise and assumption aforesaid to Two thousand two hundred and twenty Eight dollars and ten cents and he henby releases all errors and right and benefit of appeal on behalf of said defendants S. Bush Attorney for defendants
And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their Counsel and filed their declaration and thereupon came the defendants by S. Bush one of the Attorneys of this Court by warrant of attorney for that purpose waives the issuing and service of process and appear to said declaration and confess that the defendants did assume and promise in manner and form as the plaintiff have above thereof declared against them and confess that the said plaintiffs have sustained damages by reason of the nonperformance of the promise and assumption aforesaid to Two thousand two hundred and twenty Eight dollars and ten cents — Its is therefore considered by the Court that the plaintiffs recover of the defendants the Sum of Two thousand two hundred and twenty eight dollars and ten cents the damages aforesaid so as aforesaid confessed together with their costs in this behalf expended & by virtue of the same warrant all error is waived and right and benefit of appeal is waived and given &c &c
Jas H. Gill Clerk

J. Swan

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

On the twenty sixth day of October eight Hundred and thirty eight — Be it remembered that heretofore to wit on the day and year last aforesaid came the plaintiffs by their Counsel and filed their Declaration in the words and figures following to wit —
The State of Ohio Union County ss Common Pleas of the Term of October 1838
The President Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Allen Kelly Marvin Tracy & Peres Sprague

Pleas before his Honor J. R. Swan President and Robert Nelson John Porter and James Hill his associates Judges, at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio in the year of our Lord one thousand

defendants in this suit of a plea of Assumpsit &c. For that whereas the said defendants on the first day of October A.D. 1838 at the County aforesaid were indebted unto the plaintiffs in the sum of Five thousand dollars for so much money before that time by the plaintiffs lent and advanced to and paid, laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Five thousand dollars and therefore they Bring Suit &c

By S. Linn their Attorney

And afterwards to wit on the day and year last aforesaid came the defendants by their attorney and filed their plea which said plea reads in the words and figures following to wit The State of Ohio Union County ss Oct Term. 1838

And now Samuel Brush one of the Attorneys of this Court appears in open Court and in behalf of the said Allen Kelly Marvin Tracy and Peres Sprage defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said the President Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumpsitions aforesaids to Two thousand three hundred and eighty nine dollars and Seventy two cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

S. Brush attorney for defendants

And afterwards to wit on the same day and year aforesaids came the plaintiffs by their attorney and filed their declaration and thereupon came S. Brush one of the attorneys of this Court and by warrant of attorney for the purpose waives the service of process and on behalf of said defendants to appear to the declaration and confesses that the said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confess that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption of the defendants to Two thousand three hundred and eighty nine dollars and Seventy two cents the damages aforesaid so as aforesaid confessed and also their costs in this behalf expended and by virtue of the same warrant all error is released and right and benefit of appeal waived and given up &c—

Attest Alex H. Gill Clerk

J. R. Swan

Syne Starling
vs
Michael Rudolph, Representatives

Pleas before his Honor J. R. Swan Esqr President and Robert Nelson John Porter and James Hill his associates, Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Ninety sixth day of October in the year of our Lord One thousand eight hundred and thirty eight. Be it remembered that heretofore to wit on the twenty third day of November in the year of our Lord One thousand eight hundred and thirty seven, came the petitioner by Syne Starling & his counsel and filed in the Clerks office of said Court his petition which said petition reads in the words and figures following to wit— To the Court of Common Pleas of Union

County in the State of Ohio
of one undivided
Marion and
Logan County
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that
Rudolph if living
with your petitioner
of the said lands
Your petitioner
and Aurelia
Georgia or South
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June 6. 1838

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County in the State of Ohio. Your petitioner Lyne Starling of the County of Franklin State of Ohio represents that he has a legal right to & is seized in fee simple of one undivided fourth part of the following real estate situate in the Counties of Logan Marion and Union To wit Surveys Nos 9983 in Marion County 9902 in Logan County and 9960 and 10042 in Union County. all which said Surveys were entered & Surveyed in the name of Michael Rudolph's Representatives and contain by estimation One thousand acres each. And your petitioner further Represents that ~~he is informed that said~~ Michael Rudolph Eliza Rudolph and Aurelia Rudolph if living and if dead then their representatives are tenants in common with your petitioner in the said premises being each entitled to one fourth part of the said lands as the heirs of the said Michael Rudolph deceased—

Your petitioner further represents that he is informed the said Michael, Eliza and Aurelia Rudolph or their Representatives reside somewhere in the State of Georgia or South Carolina but in which or in what part of either is to your petitioner unknown. Your petitioner therefore prays that Notice by publication may be given of the pendency of this petition. that his proportion of the lands aforesaid may be set off and partitioned to him and that such other and further proceedings may be had in the premises as are authorized by law—

By Lyne Starling Jr. his Attorney

And afterward to wit on the twenty Sixth day of October in the year of our Lord One thousand eight hundred and thirty eight came the petitioner by his attorney and produced ~~& exhibited~~ the notice of the pendency of the petition together with the proof thereof which said notice reads in the words and figures following to wit. State of Ohio Union Co. p Lyne Starling vs. Michael Rudolph's heirs and others

Notice is hereby given to the defendants and all persons interested that a petition has been filed in the Court of Common Pleas of said County of Union by Lyne Starling and is now pending wherein the said Lyne Starling demands partition of the following real estate to wit: entry and Survey numbered nine thousand nine hundred and eighty three (9983) in Marion County of one thousand acres entries and Survey numbers nine thousand nine hundred and Sixty (9960) and ten thousand and forty-two (10042) in Union County of two thousand acres— and entry and Survey number nine thousand nine hundred and two (9902) in Logan County of One thousand acres of the Virginia military lands and that at the next term of the said Court application will be made by the said Lyne Starling for an order that partition may be made of said premises — Brush & Gilbert — Attys for Petitioner dated June 6. 1838

affidavit of proof made in the words and figures following to wit

State of Ohio Marion County ss Personally appeared before me the Subscriber a Justice of the peace in and for said County George Spence one of the printers and publishers of the Marion Gazette a newspaper printed and in general circulation in said County of Marion, Who being duly sworn says that the advertisement here attached (re Lyne Starling vs Michael Rudolph's heirs and others) was inserted in said paper for seven weeks successively to wit from the 6th day of June A.D. 1838 to the 15th day of July A.D. 1838

G. Spence

Sworn to and subscribed before me this 25th day of September A.D. 1838

John Partmun J.P.

And afterwards to wit on the same day and year last aforesaid ~~came~~ on motion of the Petitioner and it appearing to the satisfaction of the Court that due notice of the prayer and pendency of said petition has been given by publication in the Marion Gazette a newspaper printed in the County of Marion and in general circulation in said Counties of Marion Union and Logan and no sufficient reason appearing why partition should not be made of the lands and tenements in the petition mentioned and described. it is therefore ordered and adjudged by the Court. that partition of said lands and tenements be made in favor of said demandant. and one fourth part in value of said lands and tenements be assigned to him in severalty. and that a writ of partition issue to the Sheriff of this County. commanding him that by the oaths

of Levi Phelps Stephen McCain and Amos A. Williams three judicious disinterested free holders of the vicinity. to cause to be set off and divided to said petitioner Lyne Starling one fourth part in value of said lands and tenements and in case said lands and tenements cannot be divided without manifest injury thereof or spoiling the whole. that then and in that case said free holders return to this Court a just valuation of said lands and tenements and that the said Sheriff return his proceedings to the present term of this Court. all which is ordered accordingly

And afterwards to wit on the same day and year last aforesaid the following writ of partition issued to the Sheriff of Union County, to wit. State of Ohio Union County ss To the Sheriff of said County Greeting: We command you that without delay by the oaths of Levi Phelps Stephen McCain and Amos A. Williams Freeholders of said County you cause partition to be made of the following real Estate situate in the Counties of Logan, Marion & Union to wit Surveys Nos 9983 in Marion County and 9902 in Logan County and 9960 & 10042 in Union County all which said Surveys were entered and surveyed in the name of Michael Rudolphs Representatives and contain by estimation one thousand acres each and that you cause to be set off to Lyne Starling one equal fourth part of the above mentioned lands and tenements, or if said lands cannot be this divided without manifest injury of the value thereof, that then and in that case you cause said Freeholders to make out and return to this Court a just valuation of said lands and tenements and that your proceedings in the premises you distinctly certify under your hands to our Court of Common Pleas within and for said County of Union at this present term. Together with this writ (Seal) witness Ja.s H. Lee Clerk of the Court of Common Pleas within and for said County this 26th day of October 1838 Ja.s H. Lee Clerk

And afterwards to wit on the same day and year last aforesaid came the Sheriff of said County of Union and made return of said writ in the words and figures following to wit. Executed the above writ by the oaths of A. A. Williams S. McCain & L. Phelps whose report is hereto attached which I ask the Court to receive as part of my return October 26th 1838 R. Clark Sheriff — which said Commissioners Report reads in the words and figures following to wit Lyne Starling vs M. Rudolph & others We Levi Phelps Amos A. Williams and Stephen McCain Commissioners appointed in the above cause to make partition of the following Real Estate situate in the Counties of Marion Logan and Union. to wit Surveys No 9983 in Marion County and 9902 in Logan County and 9960 & 10042 in Union County all of which Surveys were entered and Surveyed in the name of Michael Rudolphs Representatives and contain by estimation 1000 acres each and to set off to Lyne Starling one Equal fourth part of said lands having been first duly sworn upon actual view of the premises do set off and assign to Lyne said Lyne Starling in severalty for his one equal fourth part of said lands Survey No 9983 in Marion County Bounded and described as follows. Beginning at four Sycamores and an Ash Wpper corner on the River to Alexander Parkins his Entry No 9984 thence with their line S. 12 E. 406 poles crossing a Branch at 187 poles to two Elms and a Lynn in said line, thence S. 78. W. 400 poles crossing a branch at 392 poles to an Elm Lynn and Sugar tree. thence N. 12 W. 360 poles crossing a branch and passing the lower back corner of Elizabeth Febiger & others Survey No 9986 at 34 poles to two Beeches and a Sugar tree lower corner on the River to said Survey, thence down the River binding thereon N. 78 E. 42 S. 14 E. 24 N. 78 E. 36 N. 12 W. 23. N. 24 E. 57 west 24 S. 25 W. 41 N. 88 W. 18 N. 25 E. 61. N. 88 E. 139. S. 40 E. 30 N. 62 E. 22. N. 12 W. 92 N. 78 E. 46 S. 17 E. 78 N. 58 E. 42 N. 85 E. 60 poles to the Beginning containing 1000 acres — All of which is respectfully submitted October 26th 1838 Levi Phelps, Amos A. Williams, Stephen McCain } Comrs

And afterwards to wit now here to wit on the day and year first herein aforesaid the Commissioners appointed by the Court in this case having returned into Court their proceedings in this case and the Sheriff having returned the writ of partition Executed according to the Commands thereof

and the Court had approve and confir that said Petitio to him in Seven Eighty three (missioners Resp fourth of the cos fourths of Sai and tenements to Bush & Jas H. Lee

William Sra Elizabeth Jam Heirs of John by their next prine vs James Irwin Galloway. An Galloway v. Matilda

second day of Jun came the compl Chancery which To the Honorable County of Uni Honors your or legal representat this suit by the year Eighteen hu your orators dep DeShane & Josep Samuel Galloway nine acres of Lan as follows to wi forkes white oak west 94 poles to to a Stake in a po said tract or parc by deed in fee Sim records of Union Galloway their 1833 Purchased of said tract of which was plaid at the same time orators a title to said lands to you that their Father on D. 1835 in Au lands so sold to your orators for Intermarried deceased hus Estate belong Debts owing

and the Court having seen and inspected said proceedings and the Sheriffs return do approve and confirm the same. It is therefore ordered and adjudged by the Court that said Petitioner do hold said lands and tenements to set off and assigned to him in Severalty (being Survey Number nine thousand nine hundred and Eighty three (9983) in Marion County particularly described in said Commissioners Report) and it is further ordered that said Petitioner pay one fourth of the costs of this suit and the defendants pay the remaining three fourths of said costs according to their respective interests in said lands and tenements. which costs are to include a counsel fee of thirty dollars to Brush & Gilbert and in default thereof that Execution Issue therefor

Test J. C. Lee Clerk

J. M. Porter

Hiram Ira Galloway &
Elizabeth Jane Galloway
Heirs of John Galloway decd
by their next friend James Cox
vs
James Irvin James
Galloway Amanda
Galloway & Matilda Wilson

Pleas before his honor Joseph H. Swazy President and Robert Nelson John Porter and James Hall his associates Judges. at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight —

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 seven came the complainants by Moses B. Corwin their attorney and filed their Bill in Chancery which said bill reads in the words and figures following to wit

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union when in Chancery sitting. Humbly complaining sheweth unto your Honors your orators Hiram Ira Galloway & Elizabeth Jane Galloway Heirs and legal representatives of John Galloway late of Union County deceased who prosecute this suit by their next friend and Grandfather James Cox that same time in the year Eighteen hundred and twenty one, one Samuel Galloway also the Grand father of your orators departed this life leaving Amanda John Samuel James Lebon Elizabeth DeShea & Joseph Galloway his Heirs and legal representatives. That the said Samuel Galloway at the time of his death was seized of one hundred and twenty nine acres of land lying in Union County aforesaid and bounded and described as follows to wit being part of Survey No 7492 Beginning at three Hickories and a forked white oak in the line of Robert Means Survey No 5301 thence running north 45° west 94 poles to two Hickories and a barr oak thence North 43° 30" East 187 poles to a Stake in a praire thence South 52° west 192 poles to the place of beginning. which said Tract or parcel of land was conveyed to the Heirs of the said Samuel Galloway deceased by deed in fee Simple bearing date the 3d day of February A.D. 1821 and recorded in the records of Union County. and your orators further represent that the said John Galloway their father in his life time to wit about the third day of December A.D. 1833 purchased from Amanda Galloway his Sister her equal undivided Eighth part of said Tract of 129 acres of land above described for the sum of Twenty five dollars which was paid in hand by the said John Galloway to his Sister Amanda & who at the same time gave to her Brother the said John Galloway and father of your orators a title Bond binding herself to convey her said undivided Eighth part of said lands to your orators father on demand. and your orators further represent that their Father the said John Galloway departed this life on the 12th day of December A.D. 1835 in Union County aforesaid without having received said conveyance for the lands so sold to him by his sister Amanda Galloway as above mentioned. and your orators further shew that their mother Matilda Galloway who has since intermarried with Robert Wilson has administered on the Estate of her deceased husband - and your orators further represent that the personal Estate belonging to their deceased Father was amply sufficient to pay all the Debts owing by said Estate and a considerable sum yet remaining in the hands

of the said administratrix without the sale of any part of the Real Estate belonging to the
your orators deceased Father. And your orators further charge that sometime in the month
of February A.D. 1837 one James Irwin and James Galloway of Union County afore
said combining and confederating themselves with the said Matilda Galloway and con
triving and intending to cheat your orators they the said James Irwin & James Galloway
entered into a private agreement with the said Matilda Galloway for the purchase of
the land so sold to your orators Father in his life time by the said Amanda Gal-
loway as aforesaid and promised to pay the said Matilda Galloway the sum of thirty dollars
for said parcel of land. and received from the said Matilda Galloway the said title bond
so given to your orators Father in his life time by the said Amanda Galloway as afore
said. and now assert their right to the said land by virtue of their contract with said
Matilda Galloway the Mother of your orators as aforesaid. And your orators further
represent by their next Friend James Cox as aforesaid that they have frequently called
on the said James Irwin & James Galloway in a peacible manner and requested
them to give up to your orators the said title bond for said land above mentioned
which they absolutely refuse to do. all which actings and doings of the said James
Irwin and James Galloway and Matilda Galloway are contrary to equity and good
conscience & tend to the manifest wrong and injury of your orators In tender con
sideration whereof and in as much as your orators are remediless in the premises at
common Law and can only be relieved in the premises by the aid and interposition of
a Court of Equity. Your orators pray that the said Amanda Galloway Matilda
Galloway now Matilda Wilson James Galloway and James Irwin be made defendants
to this Bill & they & each of them be compelled to answer each and every of the allegations
contained in the foregoing bill & on their several corporal oaths as fully and particularly
as if they and each of them were here again interrogated to every part and parcel
thereof and that on the final hearing of this cause your Honors would order adjudge
and decree that the said James Irwin & James Galloway be compelled to bring into this
Court the Title bond so sold and transferred to them by the said Matilda Galloway as above
mentioned and that the said Amanda Galloway be compelled to convey to your orators
the one equal undivided Eighth part of the said one hundred and twenty nine acres of
land above described in pursuance of the agreement contained in the title bond so given by
her to the said John Galloway in his life time as above mentioned and that your Honors
would grant unto your orators such other and further relief in the premises as shall be a
greeable to Equity and good conscience & as to your Honors shall seem meet and your orators
as in duty bound will ever pray &c

Moses B. Cornin Solr for Complt

And afterwards to wit on the same day and year last aforesaid there issued from the Clerks
office of said the following writ of subpoena to wit State of Ohio Union County ss
Seal To the Sheriff of Warren County Greeting. We commands you that you summons
Amanda Galloway to appear before our Court of Common Pleas of said County
of Union at the Court House in said County on the third day of October next to an-
swer a petition in chancery exhibited against her by Hiram Lea Galloway & Elizabeth
Jane Galloway legal Heirs and representatives of John Galloway late of Union County
dec'd and this she shall in no wise omit under the penalty of one thousand dollars
and have you then there this writ Witness D. R. Swan President Judge of our
said Court of Common Pleas at the Court House this 2nd day of June A.D. 1837

James H Gill Clerk C.P.

And afterwards to wit on the 16th day of August in the year of our Lord 1837
the Sheriff Warren County. made return of said writ in the words and figures following
to wit I have served this writ by leaving a copy at Samuel Galloways house the residence
of the defendant when at home and was informed that she was on a visit to
Union County W. Ripsel Shff W.C.C. And afterwards to wit on the 15th
day of June in the year last aforesaid there issued from the Clerks office of the
said Court of Common Pleas the following writ of subpoena to wit
State of Ohio Union County ss To the Sheriff of said County Greeting
Seal We commands you to summon James Galloway James Irwin and

Matilda Galloway
at the Court House
in Chancery ex
Galloway Heirs
and this they shall
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Matilda Galloway to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County on the 3d day of October next to answer a petition in Chancery exhibited against them by Hiram Ira Galloway and Elizabeth Jane Galloway Heirs and legal Representatives of John Galloway late of Union County dec'd and this they shall in no wise omit under the penalty of one thousand dollars and have you there this writ Witness D. R. Imes President Judge of our said Court of Common Pleas this 15th day of June 1837 James H. Lee Clk
And afterwards to wit on the 28th day of September in the year of our Lord one thousand eight hundred and thirty seven the Sheriff made return of said writ in the words and figures following to wit Served by reading and by delivering a copy to James Imes and James Galloway Matilda Galloway not found June 26th 1837 R Clark Sheriff
And afterwards to wit on the third day of October A.D. 1837 this cause was called and continued. and afterwards to wit on the 6th day of October in the year last aforesaid came the Amanda Galloway by M.C. Lawrence her counsel and files her separate answer to the bill of Complainants in the words and figures following to wit The separate answer of Amanda Galloway one of the defendants to a bill of complaint exhibited against herself and others by Hiram Ira and Elizabeth Galloway infants by their next friend by James Cox. This defendant now comes and answering says that she admits that some time in the month of December in the year 1833 this defendant agreed to sell by quit claim deed to the said John Galloway the lands specified in the bill of complainant, but insists that the contract was at the time of its execution intended only to sell to the said John to enable him to enjoy the same as his own until this defendant should quit her connexion with the Shakers a religious sect to whom this defendant had been connected in her infancy by her mother and with whom this defendant there lived. that said contract was to be perfectly null and void and of no effect on this Defendant quitting her connection with the Shakers. and that in consequence the consideration (25) dollars mentioned in said agreement was put in when said lands so far as belong to this defendant was considered worth more than three times that amount. that the sum of twenty five dollars was paid to this Defendant by said John not as the full value of lands but as being the least sum for which said Shakers would permit this Defendant to sell for. This Defendant so charges that the contract was so understood by the said John in his life time and so repeatedly said in speaking on this subject This defendant on quitting the Shakers was to return the 25$ with the interest to said John which this Defendant has charges She has done by her agent James Galloway and as this Defendant is informed and believes with full consent of said Complainants next friend. that said Cox was present when the contract was ~~made~~ given up by the mother of said infant complainants to this Defendants agent aforesaid and seemed to understand said contract advised the said mother and fully assented to the rescinding of the said contract. This Defendant here charges as was known by Complainants ~~last~~ friend this Defendant had shortly before the giving up of said contract, quit her connexion entirely with the Shakers and was therefore no longer bound by said contract to convey but entitled to an entire surrender of said contract. That said contract was surrendered for the sole benefit of this Defendant and not as charged in said bill by sale to both or either of this Defendants to Defendant. This defendant here charges that said contract was never intended nor so understood by this Defendant and her deceased brother as a contract of sale other than as before stated in as much as the money received by this Defendant would not go the individual use of this Defendant but into the common stock of said Shakers and was made to give possession to said John and preserve said lands for this Defendant. if at any time this Defendant should (as she has done) quit the Shakers and having thus fully answered this Defendant prays to be discharged with her reasonable costs in this behalf expended and as in duty bound &c Amanda Galloway

M. C. Lawrence Sol for Deft

Personally appeared Amanda Galloway who being duly Sworn says that the matters and things stated in the foregoing answer of her own knowledge are true and so far as is from Information She believes to be true in Substance and in fact Sworn to and Subscribed this 6th day of Oct 1837 Ira Woods J.P.

And afterwards to wit on the same day and year last aforesaid came James Galloway another of the Defendants to the bill aforesaid by M.C. Lawrence his Attorney and files his answer in the words and figures following to wit. The Separate answer of James Galloway one of the defendants to the bill of Hiram Ira and Elizabeth Jane Galloway by their next Friend In answering this defendant says that he never purchased part nor whole of said land as Specified in complainants said bill as charged but says that said land without the Knowledge of this defendant was contracted to this Defts deceased Brother nominally to enable him said John to enjoy the same whilst Amanda Galloway alike Defe should continue with the shakers but that the full value was not as was considered between said John & Amanda paid for said lands to prevent it from going to the Shakers. That the land was considered between them of more value than 25 $ That this Defe also Knows that by said parties said contract on Amanda quitting the Shakers was to be entirely surrendered on the return of the 25 $ and its interest That this Defe as the Agent of said Amanda paid the said Sum and interest and for said Amanda received said Bond or agreement to the Administrator on the Estate of this Defe deceased Brother That complainants next Friend was present and advised the contract in writing to be given up as was done. alledging it would be right to do so. This Defe never in his own right claimed any interest in the Lands belonging to said Amanda by purchase from any one whatever and having thus fully answered he prays to be dismissed with his costs &c James Galloway

M.C. Lawrence Sol for Defe

Personally appeared James Galloway and being duly Sworn Says that the matters and things set forth in the foregoing answer are true in Substance and in fact. Sworn to and subscribed the 6th day of Oct 1837 Ira Woods J.P.

And afterwards to wit on the first day of Dec A.D. 1837 came James H. Irvin by M.C. Lawrence his attorney and files his Separate answer in the words and figures following to wit Union Common Pleas Oct Term 1837 The Separate answer of James Irvin of the Defendants to a Bill of complaint exhibited against himself and others by James Cox next Friend of Hiram and Elizabeth Galloway infant Heirs of John Galloway deceased - This Defendant answers and says he this defendant never Jointly with any other person nor Severally purchased an interest in the lands described in complainants said Bill of Complaint neither from the said Matilda Galloway a like defendant nor from any one and here entirely disclaims ever having claimed or pretended to purchase any part of or any interest in said lands. this Defendant here further positively denies all combination in said bill alledged with the said James Galloway or any other person, but says he neither has nor ever has any interest in the matter of complaint in said Bill nor was he present at any time when the said part of lands Specified in complainants said bill of complaint was sold to the said James Galloway a like defendant - This defendant would here state that about the time Specified in complainants said bill as the time of the alleged purchase this defendant was present and saw the bond or agreement by which the said complainants by their next claims title to said premises given up by said Matilda to said James for the interest of Amanda Galloway on the payment to the said Matilda of the said twenty five dollars with its interest the consideration of said agreement by the said James Galloway as the agent of the said Amanda. this was done as this defendant was then informed by said Matilda in accordance with said contract by which said Lands was held in this, that the said agreement was to be void on the repayment of said 25 $ with its interest Should the said Amanda at any time leave the Shakers

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This defendant further says that this was done in the presence of and with the consent and advice of said complainants next friend expressly in the presence of him this Defendant. This defendant further says that he this Deft some time after the alleged contract heard said John Galloway deceased say that the contract he had made for said Land with the said Amanda was on condition said Amanda remained with the Shakers that if said Amanda at any time left the Shakers She was to have the land again by returning said 25$ with its Interest or She was to be paid not only the said sum but the balance of the value of the land as the said Amanda might choose. this as the contract of purchase this Defend and frequently heard repeated by said John in his life time. This Deft would say in his opinion said interest in said land is worth from one hundred and forty to fifty dollars and this Deft having this fully answered and wholly disclaimed any interest in matters contained in complainants said bill prays to be dismissed with his reasonable costs in this behalf expended and as in duty bound &c

James H. Irwin

W. C. Jarvene Sol for Deft

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

James H. Irwin

Sworn to and subscribed this 1st day of Dec 1837 Silas D. Thorp Master Commr

And afterwards to wit on the 20th day of April A.D. 1838 This cause was called and continued. And afterwards to wit now here to wit on the day and year first herein aforesaid came the complainants by their Counsel and the defendants by their Counsel. and the Court being fully advised of the premises do order adjudge and decree that the complainants bill be dismissed and that the complainants pay to the defendants full cost within thirty days and in default thereof that execution issue therefor as on Judgments at Law

Attest Dan'l H. Gill Clerk

J. R. Swan

Josiah Westlake
vs
The Commissioners
of Union County

On the twenty sixth day of April in the year of our Lord one thousand eight hundred and thirty Eight came the Plaintiff and filed a Transcript from the records in the [illegible] office of the County Auditor of Union County of proceedings in said office in the above cause which said Transcript reads in the words and figures following to wit

Pleas before his Honor J. R. Swan Esqr President and Robert Nelson John Porter and James Hill his Associates Judges. at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio of October in the year of our Lord one thousand Eight

Be it remembered that heretofore to wit on the 20th

Auditors office March 6th 1837 This day came Samuel Westlake and presented a petition for an alteration in the Kenton State Road in the following manner to wit. Alteration to commence where the County Road commences on the Marion State Road to Andrews Mills. thence with the line of said County Road to the line of Ambrose Meekers Land thence with said Meekers line & the line of Evans Dorses Survey same course to continue with James C. Dynes Line until it intersects the Kenton road line Whereupon Simon Yates Levi Phelps and John Gamble were appointed viewers to meet in the Town of Marysville at the House of Levi Phelps on the 1st Tuesday in April next. Upon which view the said viewers made on the 6th day of June 1837 an unfavorable report and thereupon Josiah Westlake made application for damages sustained by him by reason of the location of the said Kenton State Road. Whereupon James January James C. Dynes & Ambrose Meeker were appointed appraisers. And afterwards the said appraisers to wit

on the 4th December made report in the words following to wit. We the undersigned being called upon to view and appraise the damages sustained by Josiah Nesttake in consequence of the Kenton State Road having been located through the premises of the said Nesttake proceeded to examine the premises and upon our oaths do report that the advantages derived from said State road will more than counterbalance the damages sustained and we the location of said Road will enhance the value of said Nesttakes premises Decr 4th 1837

James January
Ambrose Meeker

And thereupon it is ordered that the application be dismissed and that said Nesttake pay the costs of this application and view whereupon the said Josiah Nesttake gave notice of appeal and entered into Bond for costs- I. Silas G. Strong Auditor for Union County certify the foregoing a true Transcript of all the proceedings in the above named case which appear of Record in the office Attest Silas G. Strong Auditor U.C.

And afterwards to wit on the 14th day of July A.D. 1838 In this case it was ordered that Silas G. Strong Levi Phelps and Andrew Amrine go upon the premises of Josiah Nesttake, view & appraise the damages sustained by the said Nesttake in consequence of the Kenton State Road having been located through the premises of the said Josiah Nesttake and report to this Court at their next Term and this cause is continued. and afterwards to wit on the 10th day of August A.D. 1838 a certified copy of the above order was issued to the above named commissioners as follows to wit Josiah Nesttake vs Comm of Rs. &c. In this case it is ordered that Silas G. Strong Levi Phelps and Andrew Amrine go upon the premises of Josiah Nesttake and view and appraise the damages sustained by said Nesttake in consequence of the Kenton State Road having been located through the premises of the said Josiah Nesttake and report to this Court at their next Term

State of Ohio Union County ss. I. James H. Gill Clerk of the Court of Common Pleas in and for said County do hereby certify that the above is taken and correctly copied from the Records of said Court at their July Term 1838
August 10th 1838

James H. Gill Clerk

And afterwards to wit on the 25th day of October in the year of our Lord one thousand Eight hundred and thirty eight the Commissioners appointed in the above order made the following report to wit In Obedience to an Order of the Court of Common Pleas in and for the County of Union hereunto annexed, We the Subscriber after being duly qualified proceeded to the premises of Josiah Nesttake & there carefully examined in what manner the State Road leading from Marysville in Union County to Kenton in Hardin County was located through said Nesttakes premises and after due deliberation we would respectfully report that we believe the damages sustained by said Nesttake to one hundred and twenty five dollars October 25th 1838

Levi Phelps } Viewers
Silas G. Strong }

And afterwards on the same day and year first herein aforesaid. The Commissioners appointed herein at last Term having made their report and the Court having this day examined the proceedings of said Commissioners and their report do approve and confirm the same. It is therefore considered that the said Josiah Nesttake recover of the Commissioners of Union County the sum of one hundred and twenty five dollars the damages assessed by said Commissioners in their report and also his costs in this behalf expended taxed
Attest Jas. H. Gill Clerk

John L. H...
vs
Edward P. Elw...

Marysville ... twenty fifth day ... and thirty nine ... the thirteenth ... dress and thirty ... and for the Com... ceeding had in ... the words and ...
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Justice fee $2.03
Constable fee $3.07
Witness fee $ 6.50
Appeal Bond .25
Transcript .31

Hannah C... Justice Allenda... June A.D. ... Subpoena issu... Skinner. ... Re. Elgin ... Re. Elgin and ... ment issued ... centre by ... of subpoenas ... for trial ... tiff never ... & seventeen ... action of ... man do acknow... to be levied ... in the condition ... in the action ... have accrued ...
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John L. Kelly
vs
Edward P. Johnston

Plea before his Honr Joseph R. Swan President and Robt Nelson Nicholas Hathaway and John Castle his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine — Be it remembered that heretofore to wit on the thirteenth day of July in the year of our Lord one thousand eight hundred and thirty eight came Christian Myers a Justice of the Peace in and for the County aforesaid and filed a Transcript from his Docket of proceedings had in the above cause before him which said Transcript reads in the words and figures following to wit John L. Kelly vs Edward P. Johnston

Debt $9.17 } Suit brought on account of $11.18¾ also due bill of 72½ cents
Justice fee $2.03 } May 14th 1838 Summons issued directed to D. Bailey Const- ap-
Constable fee $3.07 } pearance the 22nd inst at 1 o'clock P.M. and made returned
Witness fee $ 6.50 } on the 16th of May 1838 Served by reading fees .25 at the request
Appeal Bond .25 } of defendant Subpoena issued for Joseph Lapsman and H.R. Elgin.
Transcript .31 } also for William Hays and Sarah Kent at the request of Plaintiff
Subpoena issued for William Kelly James Kelly & Christian Hannah Const made return Served on by reading May 22nd A.D. 1838 the parties attending and both agreeing to adjourn until Saturday the 2nd day of June A.D. 1838 at 1 o'clock P.M. May the 28th at the request of Plaintiff Subpoena issued for Wm Kelley James Kelly Myle Skinner & Duane Skinner. at the request of Defendant Subpoena issued for William Hays H. R. Elgin Joseph Lapsman and Sarah Kent — minutes all attended but H. R. Elgin and Sarah Kent failed to attend at the request of Defendant Attachment issued for Sarah Kent and Constable made return of attachment executed by bringing in Court forthwith Service 25 Milage 12 cents made return of Subpoenas Served on all by reading — June 2nd A.D. 1838 parties being ready for trial after the proofs and allegations of the parties it is adjudged that the plaintiff recover a Judgment against the defendant for the sum of nine dollars & seventeen cents and costs of Suit taxed at $11.60 June 2nd 1838 In the action of John L. Kelly against Edward P. Johnston I Joseph Lapsman do acknowledge myself bail for the appellant in the sum of Fifty Dollars to be levied of my goods and chattels lands and tenements if default be made in the condition following which is in case the appellant shall be condemned in the action and shall fail to pay the condemnation money & costs that have accrued and may accrue in the Court of Common Pleas taken and signed

Joseph Lapsman

Taken Signed and acknowledged before me this 9th day of June A.D. 1838

Christian Myers Justice of the peace

State of Ohio Union County ss I hereby certify the foregoing to be a correct Transcript of the proceedings before me in the action aforesaid between John L. Kelly Plaintiff and Edward P. Johnston Defendant

Given under my hand and seal June 9th 1838 Christian Myers J.P.

Instanter the same Monday Sept

And afterwards to wit on the seventh day of August in the year last aforesaid came the Plaintiff by W.C. Lawrence Esq his attorney and filed his declaration in the words and figures following to wit Union County ss Union County Com Pleas July Term 1838. John L. Kelly complains of Edward P. Johnston in a Plea of Debt for that whereas the said Edward on the 18th day of December in the year one thousand eight hundred and thirty seven at the County aforesaid made his certain writing obligatory of that date sealed with his seal and now to the Court here shown and then and there delivered the same to the said Plff and thereby bound

himself to pay to the said John J. Kelly seventy five and one half cents on the first day of April 1838 which period has now elapsed, and also for that whereas the said Edward P. Johnston on the first day of April in the year 1838 at the County aforesaid was indebted to John J. Kelly in the further sum of Ten dollars for the price and value of goods then and there bargained and sold by the said John to the said Edward at his request—
And in the sum of Ten dollars for the price and value of goods then and there sold and delivered by the said John to the said Edward at his request And in the sum of Ten dollars of the price and value of work then and there done and materials for the same provided by the plaintiff for Defendant at his request And in the Sum of Ten dollars for money then and there paid by the Plaintiff for the use of Defendant and at his request and in the sum of Ten dollars for money found to be due from Defendant to Plaintiff on an account then and there stated between them— yet the said Edward has not paid the said several sums of money or either of them nor any part thereof to the damage of the said John fifty dollars and therefore he brings suit &c

By M. Lawrence his atty

And afterwards to wit on the 27th day of October in the year of our Lord one thousand eight hundred and thirty eight came the Defendant by J. M. Powell Esq his attorney and filed his plea in the words and figures following to wit Com. Pleas October Term 1838 Union County ss And the said Edward P. Johnston by Powell his attorney comes &c and says that he does not owe the said John J. Kelly in manner and form as he the said Kelly has above declared against him and of this he puts himself upon the country &c. And the said Plaintiff may take notice that the said defendant will give in evidence on the Trial of this cause in bar of the Plaintiffs right of recovery that the said Plaintiff at & before the commencement of this suit. that the said Plaintiff was indebted to the defendant in the sum of one hundred dollars as well for goods & chattels by the Defendant before that time sold & delivered to the Plaintiff at his request as for work and labor by the Defendant before that time done and performed to and for the Plaintiff at his request as for money before that time by the defendant lent. advanced & paid out to and for the Plaintiff at his request as for other money by the Plaintiff before that time had and received to and for the Defendants use & as for other money before that time found due & owing from the Plaintiff to the Defendant upon a Statement and settlement of Accounts between them And being so indebted he the defendant afterwards & before the commencement of this suit promised to pay the said sums of money to the Defendant when thereto requested Yet though often requested so to do, the Plaintiff has not as yet paid the said sum of money or any part thereof which the deft. will set off against any demand of the Plaintiff to be proved on the trial & prays Judgment for the balance &c

J. M. Powell Defts atty

And afterwards to wit on the twenty sixth day of October in the year last aforesaid This cause was continued at the costs of the defendant and it is ordered by the Court that the said defendant pay the costs of this Term within 60 days and in default thereof that Execution issue therefor
And afterwards to wit on the day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit James Reed Andrew Hays John J. Sabin Darius Galland James M. Evans Nathaniel Beaches Isaac Porter Robert Snodgrass Benjamin Rogers Elisha White Levin Gibson and Jesse Bowers who being and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said Edward P. Johnston doth owe to the said John J. Kelly the Sum of Seven dollars and four cents

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Levin Gibson
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in manner and form as the said John S. Kelly hath complained against him It is therefore considered that the said John S. Kelly recover of the said Edward P. Johnston the said sum of seven dollars and four cents his Debt aforesaid and also his costs in this behalf expended Taxed to Dollars and cents

Attest James H. Gee Clerk J. Kyle

Levin Gibson vs William Ringuny } Pleas before his Honor Joseph R. Brand President and Robert Nelson Nicholas Hathway and John Caple his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine

Be it remembered that heretofore to wit on the twenty sixth day of October in the year of our Lord one thousand eight hundred and thirty eight came the defendant by J. W. Powell Esqr his attorney and filed a Transcript of proceedings before Daniel Turner a Justice of the Peace had in this cause together with the following recognizance of bail to wit I Rowland Lee do acknowledge myself bail for the appellant in the sum of fifty dollars to be levied on my goods and chattels lands and tenements in case the said William Ringuny shall fail to pay the Debt and costs and costs that may accrue in the Court of Common Pleas

Taken signed and acknowledged Rowland Lee
this 5th Day of Sept 1838 Daniel Turner J. P.

And afterwards to wit on the Eighth day of April in the year of our Lord one thousand Eight hundred and forty nine came the Plaintiff by W. G. Lawrence Esqr his attorney and filed his Declaration in the words and figures following to wit State of Ohio Union County ss Union Com Pleas Oct term 1838 Levin Gibson William Ringeny in a plea of trespass &c for that whereas the said William Ringuny on the first day of August in the year 1838 at the County of Union was indebted to the plaintiff in the sum of Sixteen Dollars 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 Sixteen Dollars for the price and value of goods then and there sold and delivered by Plaintiff to defendant at his request And in the Sum of Sixteen Dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the Defendant at his request And in the sum of Sixteen 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 on the day and year last aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff Sixteen dollars and thereupon he brings Suit &c

W. G. Lawrence atty for Plff

And afterwards to wit on the same day and year last aforesaid came the defendant by J. W. Powell Esqr his attorney and filed his plea in the words and figures following to wit And the said William Ringuny by Powell his attorney comes &c and says that he did not undertake and promise in manner & form as the said Levin Gibson has above thereof complained against him &c. and of this the deft puts himself upon the Country &c and the plaintiff doth the like &c

Afsa the said Plaintiff will take notice that the said defendant on the trial of this cause will give in evidence in bar of the plaintiffs right of action that at and before the commencement of this suit the said Plaintiff was indebted to the defendant in the sum of twenty dollars & 50 cts for one two year old Steer and other goods and chattels by the deft before that time sold and delivered to the plaintiff at his request & for the use and hire of the Horses of the deft. by the deft before that time let & hired to the Plaintiff at his request & for work and labor by the deft before that time done and performed to & for the plaintiff at his request and & for money by the deft paid & advanced by the deft to and for the use of plff at his request which sum of money the plff in consideration thereof promised to pay the deft and which the defendant will set off against any claim of the plff to be proved on the trial and prays Judgment for the balance J. H. Powell Defts atty

Afsa afterwards to wit on the day and year first herein aforesaid Came the parties by their attorneys and thereupon came a Jury to wit Abner Chapman William Hess Mordecai Bonham Josiah Brannon Senr Jacob Fairfield William M. Robinson Saml Martin Adam Richy Hugh McAdow Joshua Antrim John McCampbell and Amariah S. Sharp who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said defendant did assume and promise in manner and form as the said Plaintiff hath complained against him and they assess the damages of the said Plaintiff to one dollar and sixty two and a half cents. Therefore it is considered that the said Plaintiff recover of the said defendant the said sum of $1.62½ his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to

Dollars and cents

Attest James H. Gill Clerk

J. H. Swan

Milo Skinner
vs
Edward P. Johnston

Pleas before his Honor Joseph R. Swan Esqr President and Robert Wilson Nicholas Hathaway and John Castle his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand Eight hundred and thirty nine Be it remembered that heretofore to wit on the tenth day of May in the year of our Lord one thousand eight hundred and thirty eight came the Plaintiff by William C. Lawrence Esqr his attorney and filed in the Clerks office of this Court a Transcript of proceedings in this cause had before Christian Myers a Justice of the peace in and for said County together with the following recognizance of Bail to wit In the action of Milo Skinner against Edward P. Johnston I Elijah Skinner acknowledge bail for the appellant in the sum of fifty Dollars to be levied of my goods and chattels lands and tenements in case the appellant shall be condemned in the action aforesaid and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas of Union County Ohio Elijah Skinner

Taken signed and acknowledged before me this 21st day of April A.D. 1838 Christian Myers Justice of the peace

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And afterward to wit on the twenty third day of October in the year last afore said came the Plaintiff by W.C. Lawrence Esqr his attorney and filed his declaration in the words and figures following to wit State of Ohio Union County Union Com. Pleas July Term 1838 Milo Skinner complains of Edward P. Johnston in a plea of assumpsit for that whereas the said Edward on the first day of August in the year one thousand eight hundred and thirty seven at the County of Union aforesaid was indebted to the said Milo in the sum of Fifty Dollars for the price and value of goods then and there bargained and sold by the plaintiff to defendant at his request and in the sum of eighty dollars for the price and work then and there done and materials for the same provided by the plaintiff for the defendant at his request and in the further sum of fifty dollars for the price and value of board and washing done furnished and provided by plaintiff for defendant and servant at his request And in the sum of Eighty 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 first day of April in the year one thousand eight hundred and thirty Eight at the County aforesaid in consideration of the premises promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money or either of them nor any part thereof to the damage of the plaintiff ninety dollars 53/100 and therefore he brings suit &c W.C. Lawrence atty for Plff

And afterwards to wit on the twenty seventh day of October in the year last aforesaid came the defendant by J.M. Powell Esqr his attorney and filed his plea in the words and figures following (to wit) Union County Pleas October Term 1838 and the said Edward P. Johnston by Powell his attorney comes &c and says that he did not undertake & promise in manner and form as the said Milo Skinner has above thereof complain and of this he puts himself upon the Country &c

And the plaintiff will take notice that on the trial of this cause the defendant will give in evidence in bar of the plaintiffs right of action that at and before the commencement of this suit the plaintiff was indebted to the deft in the sum of one hundred dollars as well for goods and chattels by the deft before that time sold and delivered by the Deft to the Plaintiff at his request as for work & labor by the deft before that time done & performed to and for the plaintiff at his request as for the pasturage of cattle by Deft for the Plff before that time at his request, as for money by the deft before that time paid out lent and advanced to and for the plaintiff at his request as for other money by the plaintiff before that time had and used, to and for the use of the deft and for other money before that time found due & owing from the plaintiff to deft upon the Statement & settlement of account between them, which the plaintiff thought & then & there promised so to do, has not yet paid or any part thereof, which the Deft will set off against any claim of the plaintiff to be proved on the trial and prays Judgment for the residue J.M. Powell Defts atty

And afterwards to wit on the twenty sixth day of October in the year last aforesaid This cause was called and continued, And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit Eli Lundy James Clay-gage Nathaniel Beecher James Reed Robson L. Broome William Wilson Reed Michael Cramer Jas M. Evans Robert Graham Smiley Brown & Sidney Johnson who being empannelled and sworn the truth to speak upon the issue joined between the parties. The said plaintiff thereupon fails further to prosecute his suit against the said Defendant. It is therefore considered that the plaintiff become nonsuit

and the Jury are discharged from the further consideration of the premises
Whereupon it is considered that the defendant go hence without day and recover
of the said plaintiff his costs in this behalf expended taxed to
Dollars and cents
Attest James H. Gill Clerk

Ransom Clark
vs
Peter Sharp & Seth Sharp

Pleas before his Honor Joseph R. Swan President and Robert Wilson Nicholas Hathaway and Asher Cahill Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine — Be it remembered that heretofore to wit on the Sixteenth day of July in the year of our Lord one thousand eight hundred and thirty eight the Plaintiff by M. C. Lawrence Esqr his attorney sued out of the Clerks office of said Court the following writ of summons to wit State of Ohio Union County ss To the Coroner of said County Greeting We commaund you to Summon Peter Sharp and Seth Sharp to appear forthwith before our Court of Common Pleas to answer unto Ransom Clark in a plea of Debt $300.00 Damages Fifty Dollars and have you then there this writ Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 16th day of July 1838
James H Gill Clerk

On which said writ was the following indorsement to wit Suit Bond on Single bone under seal given by defendants to plaintiff for three hundred dollars dated 6th day of March 1838 M.C. Lawrence atty for plff which said writ was returned July 16th 1838 ~~returned~~ served as follows to wit Served by delivering a certified copy to each defendant July 16th 1838 J. M. Slate Coroner And afterwards to wit on the 24th day of October in the year last aforesaid came the plaintiff by M.C. Lawrence his attorney and filed his declaration in the words and figures following to wit State of Ohio Union County ss Union Com Pleas July Term 1838 Ransom Clark Sheriff of said County complains of Peter Sharp and Seth Sharp in a plea of Debt for that whereas the said Defendants on the Sixth day of March in the year 1838 at the County aforesaid made his certain writing obligatory of that date sealed with their Seals and now here to the Court shown and then and there delivered the same to the same to the said Ransom Clark Sheriff of said County as aforesaid whereby the said Peter Sharp and Seth Sharp bound themselves their Heirs and Administrators jointly and severally to the payment of three hundred Dollars to the said Clark as aforesaid in default and subject to the following condition contained in and under said writing obligatory whereby it is provided that the above Sheriff Clark has levied with an Execution against the said Peter Sharp in favor of the State of Ohio on 2 gray mares 5 colts 1 two year old colt 1 milch cow 5 calves a quantity of hay and corn 1 two horse waggon 1 harness 2 oat stacks 2 sows and pigs 3 fat hogs 1 Bureau 1 wheat fan 1 two horse plow 1 shovel plow a quantity of potatoes in the ground 12 acres of wheat in the ground 3 sows 15 Shoats 1 cradle and scythes 1 Bay mare 1 Harrow and 1 pair Harness Now if the said Sharps deliver to the said Sheriff the above described property at the time and place that shall be designated by the officer holding an Execution on said Judgment in the good order that it is now in this obligation shall be void otherwise to remain in full force in Law. And the said Ransom Clark avers that the said Peter Sharp and Seth Sharp

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nor either of them did not though often requested deliver nor have they or either of them since delivered to said Clark Sheriff as aforesaid the said property or any part thereof he the said Clark still holding said Execution on said Judgment against said Peter Sharp and though said Clark had designated a convenient place and suitable time to said Sharps for the delivery of the same Wherefor the said Ransom Clark says that he has sustained damages to the amount of Three hundred Dollars and thereupon he brings suit &c By W.G. Lawrence his Atty

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

Hall and Kinney Attys for Defts

And afterwards to wit on the day and year first herein aforesaid to wit on the twenty fifth day of April A.D. 1839 came the parties by their attorneys and submit the cause to the Court upon the issue joined and the Court being fully advised in the premises do find that the said Peter Sharp and Seth Sharp do owe to the said Ransom Clark the sum of two hundred dollars Therefore it is considered that the said Ransom Clark recover of the said Peter Sharp and Seth Sharp the said sum of $200.00 his debt aforesaid and also his cost in this behalf expended taxed to

dollars and cents

Attest James H. Lee clerk

Joseph Petit
Czar. Dunning and
Myron S. Goodman
vs
Stephen M. Sain

Pleas before his Honor Joseph R. Swan & Chs President and Robert Nelson Nicholas Hathaway and Chs Cashle associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of May in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiffs by Messrs Brush & Gilbert their attorneys and filed the following Bond to wit To S. Brush Esquire and to any atty of Record of the State of Ohio or elsewhere I hereby authorize you in my name to appear before any Court of the State of Ohio or elsewhere of competent Jurisdiction whether said Court be of record or not and in my stead to enter an amicable action in debt at the suit of Joseph Petit Czar Dunning and Myron S. Goodman trading as Petit Dunning & Co and thereon to receive a declaration upon a certain sealed bill or writing Obligatory bearing date on the twenty fifth day of October A.D. 1838 by me sealed and delivered to the said Petit Dunning & Co for the sum of one hundred and ninety six dollars and nine cents to Suffer Judgment to be rendered against me by default confession nil dicit

non Sum informatus or otherwise for the Sum of one hundred and ninety
Six dollars and nine cents debt and for such damages as from said bond
may appear due at the time of the rendition of said Judgment together
with all costs and to release all errors of such judgment and waive all
benefit of appeal witness my hand and seal this 25th day of October
A.D. 1838 Stephen M'Cain L.S.

For value received I promise to pay Joseph Petit Czar Dunning and
Myron S. Goodman Trading as Petit Dunning & Co the Sum of one hundred
and ninety Six dollars and nine cents one day after date as witness my hand
and seal this 25th day of October A.D. 1838 Stephen M'Cain L.S.

And afterwards to wit on the 25th day of April in the year 1839 came
the plaintiff by Messrs Brush & Gilbert Esquires their attorneys and filed their
declaration as follows to wit State of Ohio Union County Court of Common
Pleas of the Term of April One thousand eight hundred and thirty nine
Union County ss Joseph Petit Czar Dunning and Myron S. Goodman
trading as Petit Dunning & Co. Plaintiffs by Brush and Gilbert their attorneys
complain of Stephen M'Cain Defendant of a plea that he render to the said
Plaintiffs the Sum of one hundred and ninety six dollars and nine cents
of lawful money of the United States which he owes and unjustly detains
from them For that whereas the said Defendant heretofore to wit on the 25th day of
October one thousand eight hundred and thirty eight at Marysville in the
County of Union and State of Ohio and within the jurisdiction of this Court by
his certain writing obligatory sealed with his seal and now here shown to the
Court the date whereof is the day and year aforesaid for value received
promised to pay said plaintiffs the sum of one hundred and ninety six dollars
and nine cents one day after date yet the said defendant (although often re-
quested so to do) has not as yet paid the said Sum of one hundred and ninety six
dollars and nine cents above demanded or any part thereof to the said plaintiffs
or either of them but has hitherto wholly neglected and refused and still neg-
lect and refuse so to do. to the damage of the said Plaintiff to the damage of
the said plaintiff of two hundred dollars therefore they bring suit &c Brush & Gilbert Attor
neys for Plaintiffs. And afterward to wit on the same day and year last afore
said came the Deft by J. L. Miner Esq his attorney and filed his plea &c
as follows to wit and the said Defendant by John L. Miner Esqr his
attorney comes and says that he cannot gainsay the action of the said plaintiff
but confesses that he does owe to the said Plaintiffs the sum of one hundred
and ninety six dollars and nine cents and that the Plffs have sustained
damages by reason of the detention thereof to the sum of Five dollars and
eighty eight cents and by virtue of a warrant of attorney for that purpose executed
by Deft Judgment is confessed for the sum of $ 196.09 debt and $ 5.88 damages
and by virtue of the same warrant of attorney all error is released and all right
and benefit of appeal waived J. L. Miner for Deft

And afterwards to wit on the same day and year first herein aforesaid Court
on the 25th day of April A.D. 1839 came into Court the said Plaintiffs
by Brush and Gilbert their attorneys and filed their declaration against
the said defendant and thereupon John L. Miner Esqr one of the Attorneys
of this Court appeared in open Court in behalf of the said defendant and by
virtue of a warrant of attorney for that purpose executed by the said defend
ant and now produced in open Court and duly proved and the Mak
ing and service of process and confesses that the said Defendant doth
owe to the said Plaintiffs the sum of one hundred and ninety Six
dollars and nine cents and that the said Plaintiffs have sustained dam-
ages by reason of the detention thereof to Five dollars and eighty eight
cents. Therefore It is considered by the Court that the said Plaintiffs
recover of the defendant the said Sum of one hundred and ninety Six

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Attest Jas

Clark Munson
vs
William Gab
John Gabri

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dollars nine cents his debt aforesaid and the said Sum of Five dollars and Eighty eight cents his damages aforesaid and also his costs in this behalf expended and the
And by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived
Attest James H. Lee Clerk.

Clark Runion vs William Gabriel & John Gabriel

Pleas before his Honor Joseph H. Shaw Esqr President and Robert Nelson Nicholas Hathaway and John Cassil associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine
Be it remembered that heretofore to wit on the day and year last aforesaid came the Plaintiff by S. Shaw Esqr his attorney and filed a Declaration in the words and figures following to wit The State of Ohio Union County ss Common Pleas of the Term of April 1839
Clark Runyon Plaintiff in this suit complains of John Gabriel and William Gabriel Jr defendants in this suit of a plea of Assumpsit &c For that whereas the said defendant on the 1st day of October A.D. 1838 at the County aforesaid was indebted unto the plaintiff in the Sum of Ten hundred dollars for so much money before that time by the plaintiff lent and advanced to, and paid laid out and expended for the defendants at their request and so being indebted the said defendants in Consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiff to pay him said Sum of money when thereunto afterwards requested - Yet the said defendants have never paid said sum of money or any part thereof to the plaintiff but has wholly refused so to do and still do refuse To the damage of the plaintiff one thousand dollars and therefore he brings suit &c By S. Shaw his attorney
And afterwards to wit on the same day and year last aforesaid came the defendants by Moses B. Cornin their attorney and filed their plea in the words and figures following to wit - The State of Ohio Union County ss April Term 1839 John now Moses B Cornin one of the attorneys of this Court appears in open Court in behalf of the said William Gabriel & John Gabriel defendants and by virtue of a warrant of attorney for that purpose makes the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said Clark Runyon plaintiff has above thereof declared against them and confesses that the said Plaintiff has sustained damages by reason of the nonperformance of the promise and assumption aforesaid to Two hundred and fifty one dollars and fifteen cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants Moses B. Cornin Attorney for Defts
And afterwards to wit on the same day and year first herein aforesaid to wit on the 26th day of April in the year of our Lord one thousand eight hundred and thirty nine Came the Plaintiff and filed his declaration and thereupon came Moses B. Cornin one of the attorneys of this Court and by virtue of a power of attorney for that purpose appears to said declaration makes process and confesses that said William Gabriel Jun and John Gabriel did assume and promise in manner and form as the plaintiff has in his declaration alleged and that said plaintiff hath sustained damages by reason of the nonperformance of said promise and undertaking to Two hundred and fifty one

dollars and fourteen cents It is therefore considered by the Court that the plaintiff recover of the defendant the Sum of Two hundred and fifty one dollars and fourteen cents the damages aforesaid so as aforesaid confessed Together with his costs in this behalf expended And by virtue of said power all error is released and right and benefit of appeal given &c

Attest James H. Gill Clerk

J K Green

Sherman Finch vs Stephen McSain

Pleas before his Honor Joseph R. Brown Esqr President and Robert Nelson Nicholas Hathaway and John Cassil his associates Judges. at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Fourth fifth day of April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the 27th day of July October in the year 1838 The Plaintiff Issued out of the Clerks office of said Court the following writ of Summons to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Stephen McSain to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Sherman Finch in a plea of assumpsit damages three hundred dollars and have you then there this writ Witness Jas H. Gill Clerk of the Court of Common Pleas aforesaid this 27th day of Oct 1838 Jas H Gill Clerk on which said writ was the following endorsement to wit "Suit brot on note given by defendant to Phoenix &Co and assigned to Plaintiff dated July 13th 1837 at 4 mos payable at Clinton Bank of Columbus Ohio for $203.42 S. Finch for himself" And afterwards to wit on the fifteenth day of Nov. in the year 1838 came the Plaintiff and filed his declaration in the words and figures following to wit Union County ss Court of Common Pleas October Term 1838

Sherman Finch complains of Stephen McSain in a plea of assumpsit for that whereas the said Stephen McSain on the 13th of July AD 1837 at New York to wit at Union County Ohio made his promissory note in writing and there and there delivered the same to Phoenix &Co and thereby promised to pay the said Phoenix &Co or order two hundred and three dollars and forty six cents in four months after the date thereof at the Clinton Bank Columbus Ohio which period has now elapsed and the said Phoenix &Co then and there endorsed the same to the said Sherman Finch whereof the said Stephen McSain then and there had notice & then there in consideration of the premises promised to pay the amount of the said note to the said Sherman Finch according to the Tenor and effect thereof Yet the said Stephen McSain has disregarded his promises and hath not paid the said Sum of money or any part thereof to the damage of the said Sherman Finch Five hundred dollars & therefore he brings Suit in proper person

Sherman Finch

And afterwards to wit on the day and year first herein aforesaid to wit on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine came the said Sherman Finch in his own proper person and the said Stephen McSain though solemnly called came not but made default Whereupon It is considered that the said Sherman Finch ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the Plaintiff to Two hundred and twenty four Dollars and seven cents

Therefore It is considered that the said Plaintiff recover of the said Defendant the said Sum of $224.07 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended Taxed to Eight Dollars and Twenty three cents
Attest James H. Gill Clerk

J. R. Smith

√

Sylvester Dunlap Survivor &c
vs
William Ireland

} Pleas before his Honor Joseph R. Smith Esqr President and Robert Nelson Nicholas Hathaway and Lohn Castle 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 and State of Ohio on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine — Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiff by Moses B. Cornin Esqr his attorney and filed his declaration against the said defendant in the words and figures following to wit — The State of Ohio Union County Court of Common Pleas of the term of April in the year of our Lord one thousand eight hundred and thirty nine — Union County ss William Ireland was Summoned to answer unto Sylvester Dunlap Surviving partner of William Rock late partners trading under the firm of Rock & Dunlap in a plea that he render unto him the said plaintiff Survivor as aforesaid the sum of Two hundred and ten Dollars which he owes to and unjustly detains from him &c And thereupon the said Plaintiff by Moses B. Cornin his attorney saith that the said defendant on the thirteenth day of May in the year Eighteen hundred and thirty eight at Urbana to wit — at Union County aforesaid made his certain writing obligatory sealed with his seal and to the Court now here shown and thereby bound himself to pay to Rock and Dunlap and their assigns the sum of Two hundred and forty dollars lawful money of the United States which might be discharged on the payment of Two hundred and Ten dollars one month from the date of the said writing obligatory when he should be thereto afterwards requested & thereunto the said defendant altho of the requested the said Sum of money in the said writing obligatory mentioned hath not paid to the said Rock and Dunlap in the lifetime of the said Rock nor hath said defendant since the death of the said William Rock paid the same or any part thereof to the Plaintiff to the damage of the said Plaintiff in the Sum of one hundred dollars and therefore he brings Suit &c Moses B. Cornin Plffs atty. And afterwards to wit on the same day and year last aforesaid the plaintiff by Moses B. Cornin his attorney filed the following warrant of attorney to wit $240.00 Urbana May 30th 1838 Know ye that I am hereby bound to pay Rock & Dunlap and their assigns the sum of Two hundred and forty dollars lawful money money of the United States on this Condition that if I pay the said Rock and Dunlap or order the Sum of Two hundred and Ten dollars in one month from this date the above obligation to be void otherwise in force. And I do hereby authorize any attorney at Law in the State of Ohio to appear for me in any Court of record in said State at any regular term of such Court after the above bond shall be due and unpaid to waive process or acknowledge Service thereof. accept a declaration against me in any action on said bond and confess Judgment thereon in favor of Rock and Dunlap or their assignees for the penalty of said bond and for the award of Execution for the amount then due with Interest and all Costs, and charges by Attorneys for Collection and cost of Suit and thereupon to release all errors and waive all right of appeal

on my behalf - Witness our hands and Seals the day and year above mitn.
William Ireland (L.S.)

Exd and afterwards to wit on the same day and year last aforesaid
the Defendant by R.R. McNemar Esqr his attorney filed the following
plea to wit Union Common Pleas 1839 William Ireland ads Lephthah
Dunlap Survivor &c Plea &c And the said William Ireland by
R.R. McNemay his attorney comes and defends the wrong and injury when &c
and says that he cannot gainsay the action of the Plaintiff but he confesses
that the defendant is indebted to the Plaintiff in the Sum of Two hundred
and Ten dollars as is above in the Plaintiffs declaration alledged against
him and that the plaintiff hath Sustained damages by reason of the
detention aforesaid debt to the amount of Twenty one dollars and fifty two
cents
R.R. McNeman attz for Ireland)

And afterwards to wit on the same day and year first hereto aforesaid came
Lephthah Dunlap into Court by Moses B. Cowin his attorney and filed his de-
laration against the said William Ireland. and thereupon R. R. McNeman
one of the attorneys of this Court appeared in the Court in behalf
of the said William Ireland and by virtue of a warrant of attorny
for that purpose mentioned by the said William Ireland and now
produced in open Court waives the issuing and service of process
and acknowledges that the said William Ireland is indebted to the
said Lephthah Dunlap Survivor as aforesaid the Sum of Two hundred and
Ten dollars as in the Plaintiffs Declaration mentioned and that the
said Plaintiff hath Sustained damages by reason of the detention
of said debt to the value of Twenty one dollars and fifty two cents
Therefore it is considered that the said Lephthah Dunlap Survivor as
aforesaid recover against the said William Ireland The said Sum
of Two hundred and Ten dollars for his debt aforesaid and also the
Sum of Twenty one dollars and fifty two cents for his damages Sustained
by reason of the detention of said debt so confessed as aforesaid and
also his costs in this behalf expended Same to Seven dollars and
Sixty two and a half cents And by virtue of the same warrant of
attorny all error is released and all right and benefit of appeal
waived by the said defendant
Attest James H. Gill Clerk

Matthew J. Gilbert } Pleas before the Hon. Joseph R. Swan Esqr President
for &c } and Robert Nelson Nicholas Hathaway and Silas
vs } Caple his associates Judges, at a Court of
William Sharp } Common Pleas began and held at the Court House
Amariah S. Sharp } in the town of Marysville within and for the County
Peyton B. Smith } of Union and State of Ohio on the twenty fifth day
impleaded with } of April in the year of our Lord one thousand eight
John Sharp } hundred and thirty nine - Be it remembered that
heretofore to wit - on the twenty fifth day of October in
the year of our Lord 1838 the Plaintiff sued out of the Clerks office of
this Court the following writ of Summons to wit The State of Ohio Union
County ss To the Sheriff of said County Greeting - We command you to
Summon William Sharp Amariah S. Sharp John Sharp and Peyton B.
Smith to appear forthwith before the Judges of our Court of Common
Pleas in and for the County aforesaid at the Court House in said
County to answer unto Matthew J. Gilbert - &c in a plea of assump
sit - Damages $400.00 and have then there this writ Witness
James H. Gill Clerk of the Court of Com. Pleas at said

County at Marysville this 26th day of Oct. A.D. 1838 James H. Gilc Clerk
on which said writ was the following endorsement to wit Suit brot on
a promissory note made by defendants to plaintiff for $254.50 dated Oct
20th 1837 and payable one year after date with Interest Oct 26. 1838 Bush & Gilbert
Attys for Plaintiff and afterwards to wit on the same day and year aforesaid
the Sheriff returned said writ served as follows to wit. Served by delivering
a copy to William Sharp & A. Sharp & B. Smith & John Sharp not
found Oct 26th 1838 R. Clark Sheriff and afterwards to wit
on the same day and year last aforesaid came the Plaintiff by Bush
and Gilbert his attorneys and filed his declaration as follows to wit
State of Ohio Union County Court of Common Pleas of the Term of October in
the year eight hundred and thirty eight Union County ss. Matthew
L. Gilbert for the use of Elmaker Dunn his Plaintiff by Bush and
Gilbert his attorneys complains of William Sharp Amariah A. Sharp Peyton
B. Smith & John Sharp as to whom the writ was returned not
found Defendants in this suit of a plea of Trespass on the case upon
promises &c For that whereas the said Defendants & the said John Sharp
heretofore to wit on the 20th day of October one thousand eight hundred
and thirty seven at Columbus to wit at Marysville in the County of
Union and State of Ohio and within the Jurisdiction of this Court made
their certain promissory note in writing bearing date the day and year aforesaid
said and thereby then and there one year after date for value received they
or either of them promised to pay to the said Plaintiff Two hundred and fifty
dollars fifty cents with interest and then and there delivered the said promissory
note to the said Plaintiff by means whereof and by force of the Statute in such
cases made and provided the said defendants then and there became liable
to pay the said Plaintiff the said sum of money in the said promissory note spe-
cified according to the tenor and effect of the said promissory note — and
being so liable they the said defendants and the said John Sharp in consider-
ation thereof afterwards to wit on the day and year aforesaid at Columbus to wit
at Marysville aforesaid in the County and State aforesaid undertook and
then and there faithfully promised the said plaintiff to pay the said sum
of money in the said promissory note specified according to the tenor and
effect thereof — Yet the said defendants although often requested so to do have not
nor has the said John Sharp paid the said sum of money in the said promis-
sory note specified or any part thereof to the said plaintiff But the said
defendants to pay the same have hitherto wholly neglected and refused
and still neglect and refuse so to do to the damage of the said Plain
tiff of Four hundred dollars and therefore he brings suit &c

Bush & Gilbert attorneys for Plaintiff

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

Writing appeal by defendants

Attest James H. Gilc Clerk

W R Swan

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

Pleas before his Honor Joseph R. Swan
Esqr President and Robert Nelson Nicholas
Hathaway and John Espie his Associates
Judges &c 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 fifth day of
April in the year of our Lord one thousand eight hundred and thirty
nine— Be it remembered that heretofore to wit on the thirteenth
day of July in the year of our Lord one thousand eight hundred and
thirty eight the Plaintiff by John F. Kinney Esqr his attorney sued
out of the Clerks office of this Court the following writ of Summons
to wit State of Ohio Union County ss To the Sheriff of said County Greeting
We command you to Summon Holton Chipman Norman Chipman and
Levi Phelps to appear before our Court of Common Pleas at the Court
House in Marysville forthwith to answer unto Samuel B. Johnson Com-
missioner of Insolvents for the County of Union and State of Ohio
for the use of the creditors in a plea of Covenant Damages one hundred
Dollars and have you then there this writ Witness P. H. Gill
Clerk of the Court of Common Pleas of the County of Union this 13th day
July A.D. 1838 P. H. Gill Clerk on which writ was the follow-
ing indorsement to wit Suit Brot on a Bond given by defendants to
S. B. Johnson Commissioner of insolvents &c Plaintiff in the above
entitled Suit for one hundred dollars dated 3d day of Dec A.D. 1835
John F. Kinney att. for Plff
And afterwards to wit on the 16th day of July last aforesaid the
Sheriff made return of said as follows to wit Served by delivering
a certified copy to Norman Chipman & Levi Phelps Holton Chipman
not found in this County July 14th 1838 R. Clark Sheriff—
And afterwards to wit on the 26th day of October in the year 1838
the Plaintiff by his said attorney filed his declaration in the words
and figures following to wit— State of Ohio Union County ss Union
Com. Pleas July Term 1838 S. B. Johnson Commissioner of in-
solvents for the County of Union and State of Ohio complains of
Holton Chipman Norman Chipman and Levi Phelps in a plea
of Debt for that whereas the said defendants on the third day of Decem-
ber A.D. 1836 at the County aforesaid made their certain writing
obligatory of that date sealed with their seal and now here to the
Court shown and there and then delivered the same to the said
S. B. Johnson Commissioner of said County as aforesaid whereby the said
Holton Chipman Norman Chipman and Levi Phelps bound them-
selves their Heirs and administrators jointly and severally to the
payment of one hundred dollars to the said S. B. Johnson as afore
said (in default and subject to the following conditions contained in said
writing obligatory (to wit) whereas the said Holton Chipman
has applied for the Benefit of the act of Insolvent Debtors & has given to said
Commissioner an Inventory of his property and a Schedule of his debts Now
if the said Holton Chipman shall be and appear before the Court of Common
Pleas of the County of Union at the next Term and then and there file
his petition & submit to further examination and pay the costs of his
application and in all respects comply with the requisitions of the act
for the relief of insolvent Debtors. Then this obligation to be void
otherwise to remain in full force and virtue in Law— And the said
S. B. Johnson Commissioner of Insolvents as aforesaid avers that the
said Holton Chipman did not appear at the next Term of the Court

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Attest

Isaac Bee
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Heirs at Law

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of Common Pleas held in and for the County of Union. and did not file his petition and submit to a further Examination and did not in any wise comply with the requisitions of the Act for the relief of Insolvent Debtors and although requested so to do. Wherefore the said S. B. Johnson complains missioner as aforesaid Says that he has sustained damages to the amount of one hundred Dollars and therefore he brings suit &c By L. F. Kinney his attorney And afterwards to wit on the 26th day of Oct 1838 this cause was called and continued and afterwards to wit on the same day and year first herein aforesaid to wit on the twenty fifth day of April in the year of our Lord one thousand Eight hundred and thirty nine came the said Saml. B. Johnson Com. as aforesaid by John F. Kinney his attorney and the said defendants though solemnly called came not but made default whereupon It is considered that the said Plff ought to recover his debt against the said defendants and his damages by reason of the detention thereof and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said defendants do owe to the said Plaintiff the sum of one hundred dollars and do assess his damages by reason of the detention thereof to Dollars and cents Therefore it is considered that the said Plaintiff recover of the said Defendants the said sum of one hundred dollars his debt aforesaid Together with his costs in this behalf expended taxed to Dollars and cents Notice of appeal by Levi Phelps one of the Defts

Attest James H. Gill Clerk

J R Innis

Jacob Beck Admt. of Daniel Miller decd vs Joseph Miller et als Heirs at Law of said decedt

Proceedings in Chancery before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Cahill his Associate Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine

Be it remembered that heretofore to wit on the twenty fourth day of February in the year of our Lord one thousand eight hundred and thirty six came the Petitioner by H. H. Hunter Esqr his attorney and filed herein his petition in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas in and for the County of Union in the State of Ohio The Petition of Jacob Beck Jr as administrator of the Estate of Daniel Miller late deceased who died intestate thereto that said intestate on or about the 26th day of August A.D. 1830 being seizen in fee simple of In Lots No Eight and sixteen in Marysville in said County for the consideration of one hundred dollars secured to be paid to him by Ransom Clark of said County by his certain Bond in writing duly executed bound himself and covenanted to convey unto the said Ransom Clark the two Lots aforesaid on payment being made that said Clark in the life time of said intestate paid part of said purchase money leaving a residue with Interest to the 21st day of Feb 1835 of Eight seven dollars and forty three cents unpaid which the said Clark on the day last aforesaid paid to petitioner in full Your petitioner also shews to your Honors that said intestate left the following Children & heirs at Law to wit, Daniel, Joseph, Sarah, Adam, Lucy and Anna Miller whom your petitioner makes parties Defendants to this petition, and they being minors your petitioner prays that suitable Guardians ad litem be appointed for them in this behalf. In consideration of the premises your-

petitioner prays that said defendants may be notified of the pendency of this petition and that being done according to the requisitions of the Statute Your petitioner prays your Honors to direct and authorize him as administrator as aforesaid to complete said Intestates said Contract and for and on behalf of said Heirs of said deceased to make and Execute a deed of conveyance for said lots to said Ransom Clark &c and your Petitioner will ever pray &c

H. H. Hunter atty for Defendants

And afterwards to wit on the twenty seventh day of September in the year 1836 The following writ of Subpoena issued to wit

State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summons Elizabeth Miller widow of David Miller. Sarah Miller Adam Miller Laura Miller and Anna Miller Infant Heirs of David Miller decd to be and appear before the Honorable Judges of the Court of Common Pleas at the Court House in Marysville on the first day of their next Term to answer unto Jas Beck in a certain Bill in Chancery filed against them wherein he prays for authority to complete contract made by Defendants ancestor and hereof fail not, under the penalty of one thousand dollars and have you then there this writ Seal. Witness J. R. Swan Esqr President of our said Court this 27th day of Sept 1836

Silas F. Shoup Clk

and afterwards to wit on the 8th day of Oct in the year last aforesaid the sheriff returned said writ served as follows to wit Served by leaving copy at their place of residence Sept 27th 1836

C. Winget Sheriff

and afterwards to wit on the 27th day of March in the year 1837 This cause was called and continued. and afterwards to wit on the first day of June in the year 1837 This cause was called and continued. and afterwards to wit on the third day of October in the year last aforesaid This cause was called and on motion was continued and April Term 1838 Regular Term and October Term 1838 This cause was called and continued and afterwards to wit on the Twenty eighth day of April in the year of our Lord one thousand Eight hundred and Forty eight On motion to the Court by the Plaintiffs Counsel for the Plaintiff and afterwards to wit on the twelfth day of June in the year of our Lord one thousand Eight hundred and forty eight The following writ Issued to wit State of Ohio Union County ss To the Sheriff of Fairfield County Greeting We are hereby commanded to summon David Miller and Joseph Miller to appear before our Court of common Pleas in and for the County aforesaid at the Court House in Marysville on the thirteenth day of July 1838 to answer the matters and things contained in a petition in Chancery exhibited against them by Sarah, Adam Lucy and Anna Miller Heirs at Law of Daniel Miller deceased by Jacob Beck administrator of said Daniel Miller and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ &c. Witness James H. Gill Clerk of the Court of Common Pleas for the County of Union this 12th day of June A.D. 1838

James H Gill Clerk

and afterwards to wit on the tenth day of August in the year 1838 said sheriff made return of said writ served as follows to wit Served by reading this 18th June Served by me Lewis Warner Dep Sheriff Fairfield Co

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It is ordered
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and at the July Term 1838 and October Term 1838 the cause was called and on motion continued and afterwards to wit on the 25th day of April in the year Lord one thousand eight hundred and thirty nine On motion to the Court by Mr Lawrence Counsel for the Plaintiff It is ordered that P. B. Cole be appointed Guardian ad litem to the Infant Heirs of Daniel Millen deceased who are defendants and thereupon the said P. B. Cole appears in open Court and accepts said appointment And afterwards to wit on the same day and year last aforesaid the said Defendants by P. B. Cole Esq their Guardian as aforesaid filed their answer in the words and figures following to wit The joint answer of David, Joseph, Sarah Adam, Lucy and Anna Millen Minor Heirs of Daniel Millen dec'd to the petition of Jacob Beck Ex'r &c by P. B. Cole Guardian ad litem These respondents by their Guardian aforesaid answering say that they know nothing of the matters alleged in said petition further than that they have heard and believe said Lots were sold by their said ancestor to the said Ransom Clark and that said Clark is entitled to a deed of conveyance upon payment of the purchase money has been made Being of tender years these Respondents pray the Court to protect their rights in the premises and that they be hence dismissed P. B. Cole Guardian ad litem And afterwards to wit on the day and year first herein aforesaid to wit on the Twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine - It appearing to the Court that said Defendants the Children and Heirs at Law of said intestate in the petition named have been duly notified of the pendency of this petition and the prayer thereof and said Defendants having answered the petition by P. B. Cole their Guardian ad litem appointed by the Court in this behalf and the Court being fully satisfied that said intestate did obligate and bind himself by bond duly executed to convey said Lots No 8, 16 in Maysville to said Ransom Clark and that full payment hath been made by said Clark of the purchase money It is therefore ordered adjudged and decreed by the Court that the said Jacob Beck Ex administrator as aforesaid by deed in fee simple to be executed by him for and in behalf of the Heirs at Law aforesaid of said intestate convey to said Ransom Clark the Lots aforesaid and that said deed when so made shall be binding on said Heirs and all the persons interested in the same manner as the same had been made by said intestate in his lifetime. It is also ordered that said petitioner out of any funds in his hands as admr as aforesaid pay the costs of this petition taxed according to the provisions of the act to provide for the Execution of real contracts in certain cases &c

Test James H. Lee Clerk

J. M. Swan

Benjamin Davis vs Sarah Davis } Proceedings in Chancery before his Honor Joseph R. Swan Esqr President and Robert Nelson & Nicholas Hathaway and John Caple his associates Judges 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 fifth day of April in the year of our Lord one thousand Eight hundred and Thirty nine - Be it remembered that heretofore to wit on the Fourteenth day of July in the year of our Lord one thousand seven eight hundred and thirty eight came the complainant by

Bush and Gilbert his attorneys and files his bill in chancery in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas of the County of Union and State of Ohio in Chancery sitting Humbly complaining Showeth unto your Honors your Orator Benj. Davis that on the 11th day of April A.D. 1838 One Sarah Davis (whom your orator prays may be made defendant hereto) files in this Honorable Court her certain petition setting forth that early in the fall of the year 1837 One Joseph Davis died leaving said Sarah his widow and relict That Letters of Administration on the Estate of the said Joseph were issued in the next Succeeding winter granted to your orator that She had one child of the said marriage near four years old to maintain that it became the duty of the appraisers under the said Administrator to set off of said Estate an allowance for the support of said petitioner and her child equal to one years maintenance said petition further charged that the amount set off did not exceed the value Ten cents and that the property going to the Administrator amounted to near $200 - Said petition prayed that said allowance be increased by this Court and for general relief - Your orator further represents that at the April Term. 1838 about Ten days after filing said petition and without your orator having a day in Court at the appearance Term of said petition an order was made by this Court directing your orator to pay to said petitioner the Sum of Seventy five dollars in addition to the Sum set off to her by the appraisers. And your orator would now represent to this Court and charges that the facts set forth in said petition are false and untrue That the amount set off by the appraisers to said Sarah exceeded fifty Dollars in value that during the last Sickness of said Joseph the said Joseph and family were supported and maintained by your orator and that the whole amount of assets which have come to the hands of your orator to be administered amounts to only from one hundred to one hundred and thirty dollars That if said allowance so made at the last Term of this Court to said Sarah be permitted to stand there will not be sufficient assets remaining in the hands of your orator to pay the funeral expenses. the expenses of the last Sickness and the costs of administration on said Estate but that nearly the whole of said Estate will be swallowed up by said allowance of said appraisers and said extra allowance of this Court. that your petitioner has not had an opportunity by the law of the land and the rules of this Court to make a defence to said petition of said Sarah Your orator prays the premises considered that he may have a rehearing and a review of the proceedings on said petition and order of this Court and that said order be reversed and rescinded by this Court and said allowance be set aside and disallowed and such other and further relief as the nature of the case may require and to your Honors may seem meet Your orator prays the writ of subpoena &c and will ever pray &c Bush and Gilbert Solicts for Compt

And afterwards to wit on the same day and year last aforesaid the following writ of Subpoena issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Sarah Davis to appear before our Court of Common Pleas in and for the County of Union

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at the Court House in said County forthwith to answer unto Benjamin Davis the matters and things set forth in a bill exhibited against her Chancery in said Court and this she shall in no wise omit under the penalty of one thousand dollars and have you then there this writ Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 15th day of July 1838

James H. Gill Clerk

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

And afterwards to wit on the 20th day of August in the year of our Lord 1838 came the respondent by W.A. Laurence her attorney and filed her Answer in the words and figures following to wit The answer of Sarah Davis to the Bill of Complaint for review exhibited against her by Benj Davis This defendant now comes and for answer to said bill or so much thereof as she is advised is material to be answered in answering says that as the death of the said Joseph Davis the granting of Letters of administration to Complainant and this defendant being left the widow of the said Joseph with a child of the said Joseph about 4 years old to maintain This defendant says that each of the foregoing propositions contained in defendants former bill against the said Benjamin is true and not false as charged in Compts said bill. That the appraisers under the said administrator believed (as this Defts is informed and believes) that it was their duty to set off an amt of property equal to one years maintenance. that under the direction (as to defts believes) under the control of Compt an amount was set off for such maintenance not greater than was charged in Defts said Bill for an increase of which complainant complains That the amount set off by said appraisers is on file in this Court and this Defts here makes reference thereto by which it will appear that Defts was there charged with articles which by law were defts and not to be included in said years allowance that others equally belonging to this defendant were taken by the administrator and kept from the Defts and that after a fair Settlement between compts and this Defendant on the face of said allowance for said yearly allowance this defendant verily believes that nothing was received by this Defts The amount of the property as this defts estimates the same from the sale bill and inventory of the appraisers and allowance together with Ten dollars not therein charged to the administrator also a note of hand on Samuel Southmayd for five dollars 25/100 which this defendant knows and here charges to have come to the hands of said administrator to $ 180.00.0 The Ten dollars above were given by said Joseph deceased to said Compt a few days before his death with instructions to procure wool for the use of the family of the said Joseph for the then coming year with a part or all of said money The was done in the presence of this defendant This defendant here charges that the same was not expended by said Compt in the purchase of wool as aforesaid nor otherwise for the Benefit of the family of the said Joseph This Defts further states that it was believed by this Defendant that the personal appearance of said administrator in Court was not necessary on an application by a widow for an increase of her yearly allowance and that a Subpoena was had issued to advise and inform said administrator of the course pursued by this Defts then Compt and not to give the Court Jurisdiction

this Defendant here Charges that the matters and things charged in Complts said Bill in reference to the Support of him the said Joseph and family are utterly false and untrue So far is that on the contrary Said Complainant was maintained in Lodging washing Board and provisions of every Kind usual by said Compt for said time Specified in said Bill. by said Joseph deceased with the exception of a few pounds of beef say $4.00 and a vial of Liniament procured by said compt for said Joseph and a few articles which were paid for to said compt by said Joseph by delivery of Two young cow Beasts That said Joseph lived and died at home and was carefully and tenderly nursed and comforted by this dept and a Sister of Dept during his Sickness and that no other assistance was had by hiring to expence said to a young woman for one weeks time The expenses of the last sickness and funeral this dept would here State as She knows. She owes $100 more than was paid for out of the note on Abound before administration. Digging the grave nothing Funeral clothes about three dollars To Dr Elbert five dollars To Dr Welch $4.37½ These are all the expenses to doctors that said compt has repeatedly informed this Dept was to be paid This defendant further states that as to the expense of administering She knows not but the same can be well Judged of by this Court. and that Compt as this Defendant is informed and verily believes on the day after the death of the said Joseph declared that dept as the widow of said Joseph should have nothing and She fears from the course chosen by said administrator the said Estate will be needlessly expended at Law This Dept having thus fully answered the bill of complainant prays that if said order or decree is opened by this Court that the Same may be increased and to be dismissed with her costs in this case very unjustly expended and as in duty bound &c M.G. Lawrence Solr Dpt.

Union County ss Personally before me Sarah Davis who being duly Sworn according to Law Says that the matters and things in the foregoing answer So far as stated from her own knowledge are true in Substance and in fact and So far as Stated on the Authority of others She believes to be true Sarah Davis Sworn To and Subscribed before me this 20th day of August in the year 1838 Andrew Harris J.P.

and afterwards to wit on the 24th day of October in the year 1838 by agreement of the parties this cause is continued until next Term. And afterwards to wit on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine came the Parties and filed the following bond and award of arbitrators to wit Article of agreement made and entered into this twenty third day of October in the year of our Lord one thousand eight hundred and thirty eight by and between Benjamin Davis administrator of Joseph Davis deceased and Sarah Davis the widow of the same they do severally agree to draw the Suit pending in the Court of Chancery in Common Pleas and do agree to refferee the same to Philip Plummer and John Seed and if they cannot agree to make choice of the third person and we do severally bind ourselves in a penalty of Five hundred dollars to abide by their verdict In Testimony whereof they have hereunto interchangeably set their hands and Seals the day and year first within written

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thereas Differances have arisen between Sarah Davis and Benjamin Davis and they on the 23a day of Octber A.D. 1838 by Arbitration Bonds then executed by them Submitted to the undersigned to determine and award upon the action commenced in the Court of Common Pleas of Union County by the above Sarah Davis relating to the Estate of Joseph Davis decesd Husband of the said Sarah Davis In pursuance of said Submission the undersigned arbitrators met at Richwood in the County of Union on the 29th day of October A.D. 1838 and having then and there taken upon ourselves the burden of said Submission and examined the Testimony adduced by the parties and now at the time and place mentioned the undersigned do hereby make and publish the following as their award in the said premises and we do order adjudge and award that the said Sarah Davis was allowed sufficient by the appraisers of the said Joseph Davis deceased sufficient for her years maintainance and that the allegations set forth in her bill filed was without foundation and we further adjudge that the said Sarah Davis shall pay the costs therof accruing or that may have accrued in witness whereof we have hereunto set our hands this 29th Oct A.D. 1838

John Scott
Philip Plummer

And afterwards to wit on the day and year first herein aforesaid to wit on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine This cause coming on to be heard upon the Bill and Answer, testimony and exhibits, the Bond of said Parties submitting this cause to the arbitrament of Philip Plummer and John Scott and the award of said arbitrators and the Court having seen and inspected said bill and answer testimony exhibits Bond and award and having maturely considered the premises are of opinion that the law and equity of the case are with the Complainant It is therefore ordered adjudged and decreed by the Court that the order of this Court made at the April Term A.D. 1838 directing the Complainant to pay the Defendant Sarah Davis the sum of seventy five dollars in addition to the sum set off to her by the appraisers for her years maintainance be reversed set aside and declared null and void and the said Complainant be discharged from the payment of the said sum of seventy five dollars to said Sarah Davis and it is further ordered that said Defendant Sarah Davis do within thirty days after the rising of this Court pay the costs of this suit and in default thereof that Execution issue therefor as upon Judgments at Law

Test James H. Gile Clerk

J. Rogers

Application of the Heirs of Benj. Grimes to redeem Land sold for Taxes

Proceedings before His Honor Joseph R. Swan Esqr President and Robert Nelson Pritchard Hathaway and John Caple his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore to wit on the fourth day of August in the year of our Lord one thousand eight hundred and thirty eight came the applicants by W.C. Lawrence Esqr their attorney and files their application in the words and figures following to wit

To the Honorable the Judges of Union Comn Pleas The undersigned Heirs of Capt. Benjamin Grymes late of the State of Virginia respectfully represents that there was patented to the Heirs and legal representatives of said Grymes 1333⅓ acres of Land lying on the waters of Millcreek in this County on the first day of February 1813 the Heirs were thereby name William F. Grymes Benjamin Grymes George St Grymes and Martha C. Grymes Children of said Benjamin Grymes deceased and Abraham B. Hoge William F. Hoge Grand children of the said Capt. Benjamin Grymes deceased by his Daughter Lucy F. Hoge then deceased original No. of Entry 4405 that the Same Stood Charged in the name of the State of this for Taxation in the year 1828 and was Sold on the Second monday of December in the year 1828 aforesaid for the Taxes and Stood charged as follows. Liberty Township Tax.

State	Orginal Quantity	No.	Water	Original Proprietor	Present quantity	Amt.
Same	2666⅔	4405 4404	Millcreek	Benj Grymes	1527	$58.96.1

That 411½ of the Same was Sold to Silas G. Strong for the Sum of Seventeen dollars They further represent that William F. Grymes aforesaid departed this life on or about 10th of January 1828 leaving Jane C. Grymes his Widow and Virginia Washington his oldest daughter Richard M. Grymes William F. Grymes Benjamin F. Grymes and Thomas L. Grymes all minors except the said Miss Washington the last three of whom are Still minors. The said Benjamin Grymes one of the patentees died in the year 1829 leaving Luisa Grymes Since married to Edgar Snowden. Washington L. C. Grymes Jane B. Grymes and Eleanor the three last are minors and wards of Col. John Stewart. George St. Grymes lives State also of the patentees William F. Hoge died Some years Since Martha C. Grymes married one John Swart in the 1820 and Still lives She was of the patentees the object and Prayer of this application is that an order of redemption of the Said 411½ acres may be made by this Court and to this end an Amount of money is herewith deposited with the Clerk of this Court equal to the purchase money Taxes. interest costs and percent as required by law Jane C. Grymes Virginia Washington Richard M. Grymes and Benj F. Thomas L. and William F. Grymes by their Guardian Mrs L.C. Grymes Louisa Snowden and Washington L.C. Grymes Jane B. and Eleanor A. Grymes by their Guardian Col. John Stewart George St. Grymes and Abraham B. Hoge and Mrs Martha C. and John Swart her Husband By Mc. Lawrence their Atty And afterwards to wit on the 26th day of October in the year of our Lord one thousand eight hundred and thirty eight This cause was called and continued for proof of Publication And afterwards to wit on the 26th day of April in the year of our Lord one thousand eight hundred and thirty nine came the Applicants by their said attorney and filed the following notice together with the proof of publication. to wit Redemption of Tax land Notice is hereby given to all concerned that on the Second day of December in the year 1828 there was Sold for Taxes in the County of Union and State of Ohio 411½ acres of land which on the Tax duplicate was entered described and Charged in the name of the State orginal quantity 2666⅔ acres No of entry 4404-4405 on the waters of Millcreek original proprietor Benj Grymes Present quantity then charged 1527 the amount of Tax due thereon $58.95.1 and the Same was Sold to Silas G. Strong and No. 4405

Now Know ye that application will be made to the Court of Common Pleas at their Session next in said County for an order of redemption and that the necessary deposit of purchase money Taxes penalties and costs has been made with the Clerk of said Court — Wm. C. Lawrence atty for the Heirs of the said Benjamin Symes late of Virginia deceased August 20th 1838 Union County Court of Common Pleas of April Term 1839 the heirs of Benjamin Symes deceased application to redeem land sold for Taxes. This day came Robert McBratney in open Court who being first duly sworn deposes and says that the foregoing notice has been published in a newspaper called the Free dom of Union County advertiser a paper printed in said County for six consecutive weeks prior and after the 1st day of January A.D. 1839

Robert McBratney Sworn to and subscribed in open Court

Jas H. Gill Clerk

And on the day and year last aforesaid to wit at the April Term of the Court of Common Pleas in and for the County of Union in the year of our Lord one thousand eight hundred and thirty nine.

The heirs and legal representatives of Captain Benjamin Symes deceased by W. C. Lawrence their Counsel made application to redeem the following real estate sold for taxes on the second monday of December in the year A.D. 1828 to Silas G. Strong (to wit) Four hundred Eleven and a half acres of Survey No 4405 on Mill creek original quantity 266 2/3 acres Present quantity 527 acres of which Capt. Benjamin Symes was the original proprietor and which said Survey stood charged in the name of the State of Ohio for taxation for the Sum of. and the Court being Satisfied that due notice of this application has been given and that the deposit required by Law has been made with the Clerk of this Court and having examined the testimony of the said heirs and representatives of Benjamin Symes relative to their title & right of redemption and being satisfied and being satisfied that the said Heirs are entitled to redeem said real estate. It is order that the said real estate be and the same is hereby redeemed and restored to the said heirs of the Capt Benjamin Symes deceased, and restitution of the same is hereby awarded to them. and it is further ordered that the said heirs and legal representatives of the Benjamin Symes pay the costs of this application within thirty days and the money deposited with the Clerk as aforesaid be paid by him on demand to the adverse party.

Attest James H. Gill Clerk

J. M. Spear

Application of John H. Baird To redeem Land Sold for Taxes

Proceedings before his Honor Joseph R. Swan Esqr and Robert Olson Nicholas Hathaway and John Cassil his associates Judges at a Court of Common Pleas began and holden 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 April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the twenty ninth day of January in the year last aforesaid the applicant by W. C. Lawrence Esqr his Counsel filed the following application to wit To the Honorable Court of Common Pleas in session —

John H. Baird asks an order of redemption for 400 acres of Land Sold in 1831 for the Taxes in this County and part of Survey No. 7074 in Jerome Township and alleges as a ground of right that he was then and continued to be a minor and under the age of majority until the Spring of the year 1838

John Baird by his att'y M.C. Laurence

and afterwards to wit on the 27th day of April in the year of our Lord one thousand eight hundred and thirty nine came the applicant by his said attorney and filed herein the following notice and proof of publication to wit

Redemption of Tax land To all whom it may concern

Notice is hereby given that at the next Term of the Court of Common Pleas in and for the County of Union I shall move said Court for an order of redemption for four hundred acres of Land Sold for Taxes in said County in the year 1831 To one H. W. Perkins which then stood charged as follows. charged in the name of John Crawford Original Quantity 800 acres No of Entry 7074 Water course Scioto original proprietor J. Crawford Present quantity 400 acres amount of Tax due $ 10.75 6

The necessary deposite has been made and certificate thereof from the Clerk of said Court John H. Baird by M.C. Laurence his att'y

State of Ohio Union County ss Personally appeared in open Court Robert McBeathery one of the publishers of the Fredonia and Union County Advertiser" a newspaper published in Union County Ohio and of General circulation therein who being duly sworn according to Law says that the annexed notice was published for six consecutive weeks prior to the opening of this Court in which said notice is the

Robert McBeathery

Sworn to and subscribed in open Court 27th day of April A.D. 1839 Jas H. Lee Clerk of the Court of Com Pleas

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

Attest James H. Lee Clerk

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Stout and Ingoldby
as
Stephen L. Miller

Plead before his Honor Joseph R. Ivins President and Robert Nelson Nicholas Halthaway and John Cassic his associates Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Tenth day of April in the year of our Lord one thousand eight hundred and thirty nine

Be it remembered that heretofore to wit on the fifteenth day of November in the year of our Lord one thousand eight hundred and Thirty Eight the Plaintiffs by J. Swan Esqr their atty filed out of the Clerks office of said Court the following Scire Facias to wit State of Ohio Union County ss To the Sheriff of said County Greeting whereas Henry Stout and Isaac Ingoldby on the 15th day of July A.D. 1838 came into Court by their attorney and filed their declaration against Stephen L. Miller & Stephen M Sain in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas July Term 1838 Henry Stout & Isaac Ingoldby late partners in trade under the name of Stout Ingoldby & Co Plaintiffs in this suit Complain of Stephen L. Miller and Stephen M Sain late partners defendants in this suit of a plea of assumpsit &c For that whereas the said defendants on the 27th day of May in the year of our Lord one thousand eight hundred and thirty seven at New York to wit at Union County aforesaid made their promissory note in writing and then and there delivered the same to the said plaintiffs and thereby then and there promised to pay the said plaintiffs the sum of one hundred and seventy seven dollars and five cents on the 15th day of July then next after 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 1st day of July in the year of our Lord one thousand eight hundred and thirty eight in the County aforesaid were indebted unto the plaintiffs in the further sum of three hundred dollars for the price and value of goods then and then sold and delivered by plaintiffs to the defendants at their request also in the further sum of three hundred dollars for work and labor then and there done and materials for the same provided by plaintiffs for the defendants at their request also in the further sum of three hundred dollars for so much money then and there by the plaintiffs lent and advanced to, and paid laid out and expended for the defendants at their request also in the further sum of three hundred dollars for so much money then and there had and received by the defendants for the use of the plaintiffs and also in the further sum of three hundred dollars found to be due from the defendants to the plaintiffs on an account then and there stated between them and being indebted the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay the aforesaid sums of money when thereunto afterwards requested so to do Yet the said defendants although often requested have not paid the said several sums of money or any part thereof to the plaintiffs but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the plaintiffs three hundred dollars and therefore they bring suit &c By J. Swan their attorney

And thereupon came into Court Samuel Bush one of the attorneys of this Court and by virtue of a warrant of attorney for that purpose executed by the said Stephen M Cain waives the issuing and service of process and acknowledges that the said Stephen M Cain did assume and promise in manner and form as the plaintiffs have declared against him and thereupon on the said 14th day of July A.D. 1838 the said Henry Stout and Isaac Ingoldsby recovered a Judgment against the said Stephen M Cain in our said Court of Common Pleas for the sum of two hundred and Eleven dollars and eighty three cents Damages and $7.50/ costs as appears of Record which said Judgment Still remains unsatisfied You are therefore commanded that you make known to the said Stephen L. Miller that he appear before our said Court of Common Pleas on the first day of this next Term to Show Cause if any there be why he Should not be made party defendant to the Judgment aforesaid and why execution Should not issue against him for the amount thereof agreeably to the Statute in Such case made and provided and further to do and receive what our said Court Shall then and there consider of him in this behalf and have you then there this writ Witness James H. Gill Clerk of the Court of Common Pleas in and for said County at the Court House in Marysville this 15th day of November A.D. 1838

James H. Gill Clerk

And afterwards to wit on the 5th day of December in the year last aforesaid came the Sheriff and made return of said writ in the words & figures following to wit Served by delivering a certified copy to Stephen L. Miller Dec 2nd 1838 R. Clark Shff

And afterwards to wit on the day and year first herein aforesaid the defendant was called to appear to morrow morning at 9 o'clock or Judgment by default this day came into Court the said Stephen L. Miller in his own proper person and also Moses B. Corwin Esq his attorney and waives the benefit of said rule and now appears to said Scire Facias and thereupon the said defendant consents to a Judgment by default thereupon It is ordered by the Court that the said Henry Stout and Isaac Ingoldsby have their Execution against the said Stephen L. Miller who is hereby made party to said Judgment of the damages dollars and cents the costs aforesaid and also costs of the plaintiffs in this behalf expended

Attest James H. Gill Clerk

The President Directors Company of the Franklin Bank of Columbus

vs

Moses H. Kirby Jesse Guy Pleasant Kirby Wm B Swennerton & Elisha Hardy

attorney Robert Nelson his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Tuesday 4th day of July in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that on the same day and year last aforesaid came the Plaintiffs by E Swan Esq their attorney

Pleas before his Honor O Bowen Esq President Judge of the 2nd Judicial circuit who presides at the special request of Joseph R. Swan Esq President Judge of this circuit who on account of absence was unable to Nicholas Matthews and John Cook

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& Elisha Hardy
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and filed their declaration against the said defendants in the words and figures following to wit The State of Ohio Union County ss Common Pleas of the Term of July A.D. 1839 The President Directors Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Moses H. Kirby Lyte Guy Pleasant Kirby William B. Swennerton & Elisha Hardy defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of July A.D. 1839 at the County aforesaid were indebted unto the plaintiffs in the sum of hundred dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards to wit: on the day and year aforesaid at the County aforesaid undertook, and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested, yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the Plaintiffs three thousand dollars and therefore they bring suit &c, By D. Swan their attorney and afterwards to wit on the same day and year last aforesaid came the defendants by Moses B. Corwin their attorney and make the following confession to wit The State of Ohio Union County ss July Term 1839. and now Moses B. Corwin one of the attorneys of this Court appears in open Court in behalf of the said Moses H. Kirby Lyte Guy Pleasant Kirby William B. Swennerton & Elisha Hardy defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants ought to assume and promise in manner and form as the said The President Directors Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against them and confesses that the said Plaintiffs have sustained damages by reason of the non performance of the promises and assumption aforesaid to one thousand five hundred and ninety six dollars and he hereby releases all errors and right and benefit of appeal on behalf of said defendants Moses B. Corwin Atty for Defts And afterwards to wit on the same day and year first herein aforesaid came the Plaintiffs by D. Swan their attorney and thereupon came Moses B Corwin one of the Attorneys of this Court and by virtue of a power of attorney for that purpose waives the issuing and service of process and appears to said declaration on the part of said defendants and says he cannot gainsay the action of the plaintiffs in manner and form as the plaintiffs have above thereof declared against them, and confesses that the defendants did assume and promise in manner and form as aforesaid and that the Plaintiffs have sustained damages to one thousand five hundred and ninety Six dollars. And thereupon It is considered that the Plaintiffs recover of the defendants the Sum of one thousand five hundred and ninety Six dollars the damages aforesaid so as aforesaid confessed together with their costs in this behalf expended and by virtue of the same power all error is waived & right and benefit as well as errors release

Attest James H. Gill Clerk

The President Directors Company of the Franklin Bank of Columbus
vs
William Bedford Reuben Rowe William James & James Kirk Patrick

Read before his Honor A. Bowen Esq President Judge of the 2nd Judicial district who presided at the Special request of Joseph R. Swan Esq President of this Circuit who on account of absence was unable

to attend Robert Nelson Jrohdas Hathaway and John Caplick
Associate Judges at a Court of Common Pleas begun and held
at the Court House in the Town of Marysville on the twelfth day
of July in the year of our Lord one thousand eight hundred and
thirty nine Be it remembered that on the same day and
year last aforesaid came the Plaintiffs by G. Swan Esq their attorney
and filed their declaration in the words and figures following to wit
The State of Ohio Union County ss Common Pleas of the Term
of July A.D. 1839 The President Directors & Company of the Frank
lin Bank of Columbus Plaintiffs in this suit complain of William
Belford Reuben Rowe William James & James Kirkpatrick surviv
ors of James B Webster deceased defendants in this suit of
a plea of assumpsit &c For that whereas the said defendants on
the 1st day of July A.D. 1839 at the County aforesaid were indebted unto the
Plaintiffs in the sums of Sixteen hundred dollars for so much money before
that time by the plaintiffs lent and advanced to, and paid laid out and
expended for the defendants at their request and so being indebted the
said defendants in consideration thereof afterwards to wit: on the day and
year aforesaid at the County aforesaid undertook and then and there
promised the plaintiffs to pay them said sum of money when thereunto
afterwards requested Yet the said defendants have never paid said
sum of money or any part thereof to the Plaintiffs but have wholly
refused so to do and still do refuse To the damage of the plaintiffs
Sixteen hundred dollars and therefore they bring suit &c By
G. Swan their attorney

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

The President Director Company of the Franklin Bank of Columbus
vs
Isaac Hayden Joshua Foster
Elisha Bidwell & Clark Higgins

Plea before his Honor A Bowen Esq President Judge of the 2nd Judicial District who pursuant at the special request of Joseph R. Swan Esq President Judge of this Circuit who on account of absence was unable to attend and John Cozad associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that on the same day and year last aforesaid came the Plaintiffs by J. Swan Esq their attorney and filed their declaration in the words and figures following to wit The State of Ohio Union County ss Common Pleas of the term of July 1839 The President Directors Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Isaac Hayden Joshua Foster Elisha Bidwell Clark Higgins Defendants in this suit of a plea of assumpsit &c For that whereas the said defendants on the 20 day of July A.D. 1839 at the County aforesaid were indebted unto the Plaintiffs in the sum of Three hundred dollars for so much money before that time by the Plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request, and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested But the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the Plaintiffs Three hundred dollars and therefore they bring suit &c By J. Swan their atty And afterwards to wit on the same day and year aforesaid came the defendants by Moses B Corwin their attorney and filed the following confession to wit The State of Ohio Union County ss July Term 1839 And now Moses B. Corwin one of the attorneys of this court appears in open court in behalf of the said Isaac Hayden Joshua Foster & Elisha Bidwell & Clark Higgins defendants and by virtue of a warrant attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors Company of the Franklin Bank of Columbus Plaintiffs have above thereof declared against and confesses that the said Plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid aforesaid to one hundred and forty nine dollars and eighty three cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

Moses B Corwin Attorney for Defendants

And afterwards to wit on the same day and year first herein aforesaid to wit on the 12th day of July A.D. 1839 came the Plaintiffs by J. Swan their attorney and filed their declaration and thereupon came the defendants by Moses B Corwin their attorney and by power of attorney for that purpose appears to the same and confesses that the defendants did assume and promise as the plaintiffs have above thereof declared against them and that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to one hundred and forty nine dollars eighty three cents

It is therefore considered by the Court that the plaintiffs recover of the defendants the said Sum of one hundred and forty nine dollars and eight three cents the damages so as aforesaid confessed together with their costs in this behalf expended and by virtue of the Sd power all errors & right & benefit of appeal waived & released by said defendants

Attest James H. Lee Clerk

J R Swan

The President Directors & Company of the Franklin Bank of Columbus

vs

M. W. Welch George H. Busby Elliot & Davidson & Sanford S Bennett

Pleas before his Honor O. Bowen Esqr President Judge of the 2nd Judicial circuit who presided at the Special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend Robt Nelson Nicholas Hathaway and John Cozic Associate Judges. at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that on the same day and year last aforesaid came the plaintiffs by G. Swan Esqr their Attorney and filed their declaration as follows to wit The State of Ohio Union County ss Common Pleas of the June of July 1839 The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of M. W. Welch George H. Busby Elliot & Davidson and Sanford S. Bennet defendants in this Suit of a plea of assumpsit &c For that whereas the said defendants on the 1st day of July A.D. 1839 at the County aforesaid were indebted unto the plaintiffs in the Sum of Four thousand dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said Sum of money when thereunto afterwards requested yet the said defendants have never paid said Sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse to the damage of the plaintiffs Four thousand dollars, and therefore they bring Suit By G. Swan their Attorney, And afterwards to wit on the same day and year last aforesaid came the defendants by Moses B Cowin their attorney and filed their confession as follows to wit The State of Ohio Union County ss July June 1839 And now Moses B Cowin one of the attorneys of this Court appears in open Court in behalf of the said M. W. Welch Sanford S. Bennett Elliot & Davidson & George H. Busby defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors and Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the nonperformance of the promise and assumption aforesaid to Two thousand Six hundred and ninety dollars and he hereby releases all errors and right and benefit of appeal on behalf of said defendants. Moses B Cowin

Attorney for defendants

And afterwards to wit on the same day and year first herein aforesaid to wit on the 12th day of July A.D. 1839 came the Plaintiffs by G Swan their attorney and thereupon came the defendants into Court Moses B. Cowin one of the attorneys of this Court and by virtue of a warrant of attorney appears to the declaration of the plaintiffs on behalf of the said Defendants and says he cannot gainsay

the plaintiffs action as above thereof declared against the said defendants and confesses that said defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against said Defendants and that said plaintiffs have sustained damages by reason of the non performance of the promise and to two Six hundred and ninety dollars and costs It is therefor considered by the Court that the plaintiffs recover of the Defendants the said sum of Two thousand Six hundred and ninety Dollars the damages aforesaid so as aforesaid confessed together with the costs in this behalf expended and by virtue of the same power all error and right and benefit of appeal are waived and released by said Defendants

Attest James H. Gill Clerk

J R Swan

The President Directors & Company of the Franklin Bank of Columbus vs George Snodgrass Daniel Fox and Rudolph Fox

Pleas before his Honor O. Bowen Esqr President Judge of the 2nd Judicial Circuit who presides at the special request of Joseph R. Swan Esqr who Presiding Judge of this Circuit who on account of absence was unable to attend Robert Nelson Nicholas Hatteway and John Caskie 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 Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiffs by J. Swan Esqr their attorney and filed their declaration in the words and figures following to wit

The State of Ohio Union County ss Common Pleas of the Term of July 1839 The President & Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complaining of George Snodgrass & Daniel Fox and Rudolph Fox defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of July A.D. 1839 at the County aforesaid were indebted unto the plaintiffs in the sum of Six hundred dollars for so much money before that time by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs Six hundred dollars and therefore they bring suit &c by J. Swan their attorney and afterwards to wit on the same day and year last aforesaid came the defendants by Moses B Cowan their attorney and filed their confession in the words and figures following to wit The State of Ohio Union County ss July Term 1839 And now Moses B. Cowan one of the attorneys of this Court appears in open Court in behalf of the said George Snodgrass Daniel Fox and Rudolph Fox defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President & Directors Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them

and confesses that the Said plaintiffs have Sustained damages by reason of the non-performance of the promise and assumption aforesaid to Three hundred and nineteen dollars and he hereby releases all errors and right and benefit of appeal on behalf of Said defendants

Mases B. Corwin attorney for Defts

And afterwards to wit on the Same day and year first herein aforesaid came the Plaintiffs by J. Swan their attorney and filed their declaration ~~against~~ and thereupon came Mases B. Corwin one of the attorneys of this Court and by virtue of a warrant of attorney for that purpose appears to Said declaration on behalf of Said defendants and confesses that Said defendants did assume and promise in manner and form as the Said plaintiffs have above thereof declared against them. and that Said plaintiffs have Sustained damages by reason of the non-performance of the promise and assumption of Said defendants to three hundred and nineteen dollars It is therefore considered by the Court that the plaintiffs recover of the defendants the Said Sum of Three hundred and nineteen dollars the damages so as aforesaid ascertained together with their costs in this behalf expended and by virtue of the Same warrant of attorney all errors and right and benefit of appeal are waived and released by Said defendants

Attest James H. Gill Clerk

J R Swan

Henry Starr
vs
Silas G. Strong

Pleas before his Hona O. Bowen Esqr President Judge of the 2nd Judicial circuit who presided at the Special request of Joseph R. Swan Esqr president Judge of this Circuit who on account of absence was unable to attend Robert Nelson Nicholas Hathaway and John Caple Associates, Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine

Be it remembered that heretofore to wit on the Same day and year last aforesaid came the Plaintiff in his own proper person and filed his declaration against the Said defendant in the words and figures following to wit Union County and Court of Com. Pleas of the Term of 1839 Henry Starr complains of Silas G. Strong in a plea of assumpsit for that whereas the Said Strong on the 13th day of July 1838 made his note in writing Signed with his hand by which he promised to pay the Said Starr or order the Sum of Four hundred and Seventy Six dollars and thirty three cents for value received nine months after the date of Said note and whereas the Said Strong on the Same 13th day of July 1838 made his other note in writing Signed with his own hand by which he promised to pay the Said Starr or order the further Sum of Four hundred and eight three dollars and Seventeen cents one year after the date of Said note for value received. and whereas on the fifth day of February 1838 at Marysville in Said County of Union one Nathaniel Bucher made his note in writing Signed with his hand by which he promised to pay the Said Silas G. Strong or order on the first day of April then next ensuing the date of Said note the Sum Seven hundred and twenty Seven dollars and thirty Seven and one half cents with Interest for value received and the Said Starr in fact Says that afterwards on the thirteenth day of July in the year 1838 and after Said note had become due and payable the Same being then unpaid the Said Strong by an indorsement in writing on the back of Said note and

under his hand a[illegible] transferred and set over unto him the said Starr the said note and then and there undertook and then and there promised the said Starr to pay him the sum of money mentioned in said note on the first day of December then next ensuing the endorsement of said note to wit on the first day of December 1838 And whereas also the said Nathaniel Bucher on the fifth day of February 1838 at Marysville in said County of Union made his other note in writing signed with his hand & and then and there delivered said note to the said Strong by which he promised to pay to the said Strong order the further sum of seven hundred and twenty seven dollars and thirty seven and one half cents on the first day of December next after the date of said note for value received And the said Starr in fact says that afterwards to wit on the same 13th day of July 1838 the said Strong by an endorsement in writing on the back of said note and under his hand & signed and transferred said note to him the said Starr and then and there undertook and promised in writing on the back of said note that he would pay the sum of money mentioned in said note to him by the said first day of December to wit on the first day of December 1838 and that no demand of payment of said note should be necessary to be made on him the said Bucher Nevertheless the said Strong has not paid to the said Starr the sums of money mentioned in the notes set forth and described in the different counts of this declaration nor has the said Bucher paid the two last mentioned notes or any part thereof but all the sums of money mentioned in said notes the said Strong neglects to pay which is to the damage of the said Starr four thousand five hundred dollars and therefore he sues &c Henry Starr

in his own proper person

And afterwards to wit on the same day and year aforesaid the said Silas G. Strong in his own proper person comes and for answer says he cannot deny the action aforesaid of the said Starr but that the said Starr has sustained damages by reason of the non performance of the promises & undertakings in the declaration mentioned to $2536.39 for which he confesses Judgment

Silas G. Strong

And afterwards to wit on the same day and year first herein aforesaid came into Court Henry Starr in his own proper person and filed his declaration against the said Silas G. Strong and thereupon the said Silas G. Strong came into Court in his own proper person and for answer says he cannot deny the action aforesaid of the said Starr but that the said Starr has sustained damages by reason of the non performance of the promises and undertakings in the declaration mentioned to $2536.39 for which he confesses Judgment

It is therefore considered that the said Plaintiff recover of the said defendant the said sum of $2536.39 his damages aforesaid so as aforesaid confessed and also his costs in this behalf expended Taxed

to Dollars Cents

Atest James H. Gie Clerk

pr Praw

Charles Swaltzer vs Stephen McLain

Pleas before his Honor O. Boren Esqr President Judge of the 2nd Judicial Circuit who presiden at the Special request of Joseph R. Swan Esqr President Judge of this Circuit who on account of absence was unable to attend Robert Nelson Nicholas Hathaway and John Cozil associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of this

on the Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore on the same day and year last aforesaid came the Plaintiff in his own proper person and filed his declaration in the words and figures following to wit The State of Ohio Union County ss Court of Common Pleas July Term 1839 In a suit amicably entered Charles Sweitzer complains of Stephen M'Cain in a plea of Debt for that whereas the said Stephen M'Cain heretofore to wit on the 26th day of October 1838 at Marysville in the County of Union Ohio made his certain writing Obligatory of that date sealed with his seal (and now here to the Court shown) and then and there delivered the same to the said Charles Sweitzer and thereby then and there bound himself to pay to the said Charles Sweitzer for the use of Lewis L. Benton the sum of five hundred forty one dollars and twenty five cents on or before the first day of March 1839 for value Rec'd which has now elapsed Yet the said Stephen M'Cain hath not paid the said sum of money or any part thereof to the damage of the said Charles Sweitzer for the use of Lewis L. Benton $541.25 Debt Damages $6.24 and therefore he brings Suit &c

C. Sweitzer per Jones

And afterwards to wit on the same day and year last aforesaid came the defendant by J. M'Andrews his attorney and filed his plea as follows to wit The State of Ohio Delaware County ss In the Court of Common Pleas Union County July Term 1839 and now the said Stephen M'Cain by J. M'Andrews his atty comes and defends the wrong and injury when &c and says that he cannot deny but that the said writing obligatory in plaintiffs declaration set forth is his deed nor but that the said defendant is indebted to the said plaintiff in the sum of $541.25 as the said plaintiff hath alledged nor but that the said plaintiff hath sustained damages by reason of the detention thereof in the sum of $6.24 as therein above complained against him J. M'Andrews Defts. Atty. and afterwards to wit on the same day and year first herein aforesaid to wit on the 12th day of July in the year of our Lord one thousand eight hundred and thirty nine came into Court Charles Sweitzer in his own proper person and filed his declaration against the said Stephen M'Cain and thereupon J. M'Andrews one of the Attorneys of this Court appears in open Court in behalf of said Stephen M'Cain and by virtue of a warrant of Attorney for that purpose executed by the said Stephen M'Cain and now produced in open Court waives the issuing and service of process and acknowledges that the said Stephen M'Cain doth owe to the said plaintiff the sum of five hundred and forty one dollars and twenty five cents the debt in the plaintiffs declaration mentioned and that the plaintiff hath sustained damages by reason of the detention of said debt to Six dollars and twenty four cents It is therefore considered that the said plaintiff recover of the said defendant the said sum of $541.25 his debt aforesaid and also the sum of $6.24 his damages by reason of the detention of said debt and also his costs herein taxed at dollars & cents and by virtue of the same warrant of atty all error & releases and all right and benefit of appeal waived & given up &c

Attest James H. Gill Clk

J. M'Andrews

James Spears & Alexander McLellin Partners trading under the name & firm of Spears & McLellin

vs

Olive Kent Westley Kent & Daniel Kent

Pleas before his Honor O Bowen Esqr President Judge of the 2nd Judicial circuit who presided at the Special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend Robert Nelson & Nicholas Hathaway and John Caskie 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 twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the 26th day of october in the year of our Lord one thousand eight hundred and thirty eight the Plaintiffs by Kerr & Freeman their attorneys sued out of the Clerks office of said Court the following writ of Summons to wit-

State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Olive Kent Westley Kent and Daniel Kent to appear before our Court of Common Pleas in and for the County of Union at the Court House in said County forthwith to answer unto James Spears & Alexander McLellin partners trading under the name and firm of Spears & McLellin in a plea of Assumpsit Damages five hundred dollars and have then there this writ Test James H. Gill Clerk of said Court at the Court House this 26th day of October A.D. 1838 Jas H. Gill Clk on which said writ was the following endorsement to wit Suit Brought on a note of hand given by Defendants to one William Long and by him endorsed to plaintiffs for Two hundred and fifteen Dollars dated April 1st A.D. 1836 also for goods Sold and delivered money lent money paid money had and received Kerr & Freeman attys for plaintiffs and afterwards to wit on the 27th day of October in the year 1838 the Sheriff made return of said writ as follows to wit Served by delivering a certified copy to Olive Kent & Daniel Kent Westley Kent not found R. Clark Sheriff And afterwards to wit on the seventeenth day of May in the year 1839 came the Plaintiffs by Kerr & Freeman their attorneys and filed their declaration in the words and figures following to wit The State of Ohio Union County Court of Common Pleas of the Term of October in the year one thousand eight hundred and thirty eight Union County ss James Spears and Alexander McLellin partners trading under the name of Spears and McLellin complains of Olive Kent and Daniel Kent (the Sheriff of said County having returned not found as to Westley Kent against whom process in this cause was also issued) in a plea of Assumpsit for that whereas the said Olive Kent Daniel Kent and Westley Kent on the first day of April in the year eighteen hundred and thirty six at the said County of Union made their promissory note in writing and then and there delivered the same to William Long and thereby promised to pay the said William Long or bearer Two hundred and fifteen dollars in twelve months after the date thereof which period has now elapsed and the said William Long afterwards to wit on the twenty third day of June in the year eighteen hundred and thirty eight at said County of Union then and there endorsed the same to the said James Spears and Alexander McLellin partners as aforesaid whereof the said Olive Kent Daniel Kent and Westley Kent had notice then and there and then and there in consideration

of the premises promised to pay the amount of the said note to the said James Spears and Alexander McLellin by the said name of their firm of Spears and McLellin according to the tenor and effect thereof And also for that whereas the said Olive Kent Daniel Kent and Westley Kent on the first day of October eighteen hundred and thirty eight at the said County of Union were indebted to the said Plaintiffs as partners as aforesaid in five hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request and in five hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request And in five hundred dollars for money then and there lent by the plaintiffs to the defendants at their request. And in five hundred dollars for money then and there paid by the plaintiffs for the use of the defendants at their request. And in five hundred dollars for money then and there Received by the defendants for the use of the plaintiffs. And in five hundred dollars for money found due from the defendants to the plaintiffs on an account then and there Stated between them And whereas the defendants afterwards to wit on the fifth day of October in the year one thousand eight hundred and thirty eight at said County of Union in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiffs by the name of their said firm of Spears and McLellin on request Yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs five hundred dollars and thereupon they bring Suit &c By Kerr & Freeman their attorneys

And afterwards to wit on the same day and year first herein aforesaid to wit on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine came the plaintiffs by Messrs Kerr and Freeman their attorneys, and the defendants though Solemnly called came not but made default whereupon It is considered that the said plaintiffs ought to recover their damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised of the premises do assess the damages of the said plaintiffs at two hundred and forty five dollars and ten cents Therefore It is considered that the said Plaintiffs recover of the said defendants the said Sums of $245.10 their damages aforesaid so as aforesaid assessed and also their costs in this behalf expended taxed at dollars and cents

Attest James H. Lee Clerk

James Spears & Alexander McLellin
vs
Olive Kent & Daniel Kent
impleaded with Westley Kent

Pleas before his Honor O. Bowen Esqr President Judge of the 2nd Judicial district who presided at the Special request of Joseph R. Swan Esqr President Judge of this district who on account of absence of was unable to attend Robert Nelson Nicholas Hathaway and John Cozad associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine — Be it remembered that heretofore to wit on the 26th day of October in the year of our Lord one thousand eight hundred and thirty eight the plaintiffs sued out of the Clerks office of the

Court aforsaid the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting
We command you to Summon Olive Kent Westley Kent and Daniel Kent to appear before our Court of Common Pleas for the County aforsaid at the Court House in Said County forthwith to answer unto James Spears and Alexander McSellin partners trading under the name and firm of Spears and McSellin in a plea of agreed to Damages five hundred dollars and have you then there this writ Test Wm Sharp James H. Gill Clerk of said Court at the Court House this 26th Oct. 1838 James H. Gill Clerk

on which said writ was the following endorsement to wit Suit Brot on a note of hand given by the defendants to one William Long and by him endorsed to the plaintiffs for two hundred and fifty dollars dated April 1st 1836 also for goods Sold and delivered money paid money lent money had and received Kerr & Freeman attys for pltffs Which said writ was afterwards to wit on the 27th day of Apl A.D. 1838 returned by the Sheriff Served as follows to wit Served by delivering a certified copy to Olive Kent & Daniel Kent. Westley Kent not found in E. Clark Sheriff

and afterwards to wit On the Seventeenth day of May in the year of our Lord one thousand eight hundred and thirty nine came the said plaintiffs by their said attys and filed the following declaration to wit The State of Ohio Union County Court of Common Pleas of October Term in the year of our Lord one thousand eight hundred and thirty eight Union County ss James Spears and Alexander McSellin partners trading under the name of Spears and McSellin complains of Olive Kent and Daniel Kent & the Sheriff of said County having returned not found as to Westley Kent against whom process in this cause was also issued in a plea of agreement for that whereas the said Olive Kent Daniel Kent and Westley Kent on the first day of April in the year of our Lord one thousand eight hundred and thirty six at the said County of Union made their promissory note in writing and then and there delivered the same to William Long and thereby promised to pay the said William Long or bearer Two hundred and fifty dollars in two years after the date thereof which period has now elapsed and the said William Long afterwards to wit on the Twenty third day of June in the year one thousand eight hundred and thirty eight to wit said County of Union there and there Indorsed the same to the said James Spears and Alexander McSellin partners as aforesaid whereof the said Olive Kent Daniel Kent and Westley Kent then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said James Spears and Alexander McSellin by the said name of their firm of Spears and McSellin according to the tenor and effect thereof and also for that whereas the said Olive Kent Daniel Kent and Westley Kent on the first day of October eighteen hundred and thirty eight at the said County of Union were indebted to the said Spears and McSellin as partners as aforesaid in five hundred dollars for the price and value of goods then and there bargained and Sold by the plaintiffs to the defendants at their request, and in five hundred dollars for the price and value of goods then and there Sold and delivered by the plaintiffs to the defendants at their request, And in five hundred dollars for money then and there paid lent by the plaintiffs to the defendants at their request, And in five hundred dollars

for money then and there paid by the plaintiffs for the use of the defendants at their request And in five hundred dollars for money then and there received by the defendants for the use of the plaintiffs. and in five hundred dollars for money found to be due from the defendants to the Plaintiffs on an account then and there Stated between them. And whereas the defendants on the fifth day of October in the year one thousand eight hundred and thirty eight at Said County of Union in consideration of the premises then and there promised to pay the said last mentioned Several Sums of money to the said Plaintiffs as partners as aforesaid by the name of their said firm of Spears & McClellan on request; Yet they have disregarded their promises and have not paid the said Several Sums of money nor either of them nor any part thereof to the damage of said plaintiffs five hundred dollars and therefore they bring Suit &c Kerr & Freeman attys for plffs And afterwards to wit on the day and year first herein aforesaid came the plaintiffs by Messrs Kerr and Freeman their attorneys and the said defendants though Solemnly called came not but made default wherefore it is considered that the plaintiffs ought to recover their damages by reason of the premises. and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiffs to two hundred and seventy dollars and forty five cents

Therefore it is considered that the said Plaintiffs recover of the said defendants the said Sum of $270.45 their damages aforesaid So as aforesaid assessed and also their costs in this behalf expended Taxed at

dollars and cents

Test James H. Gill Clk

J.R. Swan

Cyprian Lee & Maine Watson under the name of C. Lee & Co. vs Levi Churchill Jr.

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

Be it remembered that heretofore to wit on the twenty fifth day of April in the year last aforesaid the Plaintiffs by W.C. Laurence Esqr their attorney came out of the Clerks office of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County — Greeting — We command you to Summon Levi Churchill Jr to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County — to answer unto Cyprian Lee and Maine Watson under the name of C. Lee & Co. in a plea of assumpsit damages four hundred dollars and have you then there this writ Seal Witness James H Gill Clerk of said Court at the Court House aforesaid this 25th day of April A.D. 1839

James H. Gill Clerk

on which said writ was the following endorsement to wit: — Suit Bost on defendants promissory note Executed on the 4th of December 1838 for three hundred and thirty nine dollars and forty

two cents and payable one day after date. also for goods Sold and delivered money had and received &c M.C. Lawrence atty for Plffs. which Said writ was afterwards to wit on the same day and year last afore Said, returned by Said Sheriff Served as follows to wit Served by delivering a certified copy to defendant. R. Clark. Sheriff
And afterwards to wit on the Seventh day of May in the year of our Lord one thousand eight hundred and thirty nine came Said defendants by their Said attorney and filed their declaration which reads in the words and figures following to wit State of Ohio Union County Ss. Union Com. Pleas April Term 1839 Maine Mason and Cyprian Lee late partners in trade under the name of C. Lee & Co. complain of Levi Churchill Jr. in a plea of assumpsit for that whereas the Said Levi Churchill Jr. on the fourth day of December in the year eighteen hundred and thirty eight at the County of Union aforesaid made his promissory note in writing and delivered the same to the Said Maine Mason and Cyprian Lee and thereby promised to pay the Said Maine Mason and Cyprian Lee by the name of their firm of C. Lee & Co. three hundred and thirty nine dollars and forty two cents in one day after the date thereof which period has now elapsed and the Said Levi Churchill then and there in consideration of the premises promised to pay the amount of Said note to the Said Maine Mason and Cyprian Lee by the name of their firm of C. Lee & Co. according to the tenor and effect thereof Yet the Said Levi hath disregarded his promises and hath not paid the Said Sum of money nor any part thereof to the damage of the Said Maine Mason and Cyprian Lee ~~and~~ to $400.00 and thereupon they bring Suit &c
By M.C. Lawrence atty for Plffs
And afterwards to wit on the day and year first herein aforesaid to wit on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine came the plaintiffs by their attorney and the defendants though Solemnly called came not but made default. Whereupon it is considered that the plaintiffs ought to recover their damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the Said plaintiffs to three hundred and fifty one dollars and Sixty three cents. Therefor it is considered that the Said plaintiffs recover of the Said defendants the Said Sum of $351.63 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at dollars and cents
Issued Jany 10 1840 Jas H. Gee Clerk J.R. Swan

Stephen McCain for the use of Bostwick & Mellz
vs
Levi Antrim

Pleas before his Honor O. Bowen Esqr President Judge of the 2nd Judicial circuit who presides at the Special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend, Robert Wilson & Reuben Hathaway and John Cassil associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine
Be it remembered that heretofore to wit on the twenty Seventh day of October in the year of our Lord one thousand eight hundred and thirty eight the Plaintiff by Hamilton & Young his attorneys filed

out of the Clerks office of said Court the following writ of Summons to wit
State of Ohio Union County ss. To the Sheriff of said County Greeting
We command you to Summon Levi Autrim to appear before our
Court of Common Pleas in and for the County of Union at the Court
House in said County forthwith to answer unto Stephen M'Cain for
the use of Bostwick and Wells in a plea of assumpsit damages
fourthousand dollars and have you then there this writ
(Seal) Witness Jas H. Gill Clerk of said Court at the Court
House this 27th day of Oct A.D. 1838 James H. Gill Clk
On which said writ was the following endorsement to wit. Suit Bos
on note of hand given by dft to Stephen M'Cain and by him assigned
to Bostwick and Wells for $176.00 due 11th of February 1837 Also on
note given by dft to Stephen M'Cain and by him assigned to Bostwick
and Wells for $100.00 due 11th Feb. 1838 in both which notes is due
the whole amt of principal and Interest Hamilton & Lowry attys for Plff
which said writ was returned forthwith Seiven as follows to wit
Served by delivering a certified copy to defendant R. Clark Shff
And afterwards to wit on the twenty fifth day of April in the year 1839
the Plaintiff by Hamilton and Lowry his attorneys filed his declara
tion in the words and figures following to wit State of Ohio Union
County Court of Common Pleas of the Term October in the year 1838
Union County ss Levi Autrim was Summoned to answer unto
Stephen M'Cain who sues for the use of Bostwick and Wells in a plea
of the case &c And thereupon the said Plff by his atty complains of
dft for that whereas dft on the 11th day of February in the year 1836
at the County aforesaid by his promissory note of that date duly executed
and delivered promised Plff to pay him or bearer the Sum of one hun
dred and seventy six dollars one year after the date thereof which period
has now elapsed And whereas also afterwards on the said 11th day of
February A.D. 1836 at the County aforesaid, the dft by his certain other
promissory note of that date duly executed and delivered promised Plff
to pay him the further Sum of one hundred dollars two years after the
date thereof which period has elapsed Yet dft tho often requested
has not paid said Sums of money or either of them but tho often requested
has neglected & refused so to do to Plffs damage $ 400.00 Hamilton & Lowry Attys
And afterwards to wit on the same day and year first herein aforesaid
to wit on the twelfth day of July in the year of our Lord one thou
sand eight hundred and thirty nine came the Plaintiff by Messrs
Hamilton & Lowry his attorneys and the defendant though
Solemnly called came not but made default. Whereupon it is con-
sidered that the said plaintiff ought to recover his damages by reason
of the premises and neither of the parties requesting a Jury and the
Court being fully advised in the premises do assess the damages
of the said plaintiff to three hundred and eight dollars and eight
seven cents — Therefore it is considered that the said Plaintiff
recover of the said defendant the said Sum of $ 308.87 his
damages aforesaid so as aforesaid assessed and also his costs in this
behalf expended taxed at dollars and cents
Attest James H. Gill Clerk

JKP/pens

Hosea Williams & Charles C. Chamberlin
partners under firm of Williams & Chamberlin
as
Cyprian Lee

Pleas before his Honor
O. Bowen Edge President
Judge of the 2nd Judi-
cial Circuit who

presided at the Special request of — Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend Robert Nelson Nicholas Hathaway and Thos Cahill Associate Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine — Be it remembered that heretofore to wit on the twenty fifth day of April in the year last aforesaid the Plaintiffs by S. Finch Esqr their attorney sued out of the Clerks office of said Court the following writ of Summons to wit, State of Ohio Union County ss To the Sheriff of said County Greeting. We command you to Summon Cyprian Lee to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Hosea Williams and Charles C. Chamberlin partners trading under the name and firm of Williams and Chamberlin in a plea of assumpsit damages $150.00 and have you then there this writ Witness James H. Gill Clerk of said Court at the Court House aforesaid this 25 day of April A.D. 1839 James H. Gill Clerk

On the back of which said writ was the following endorsement to wit Suit Brot on note of hand given by deft to Hosea Williams or order for $115.57 dated Delaware 25 of June 1835 at 12 mos assignees to Plffs S. Finch atty for Plffs

Which said writ was returned forthwith Served as follows to wit Served by delivering a certified copy to defendant R. Clark Sheriff And afterwards to wit on the same day and year last aforesaid the Plffs by their said attorney filed their declaration in the words and figures following to wit Union County ss Court of Com Pleas April Term 1839 Hosea Williams and Charles C. Chamberlin partners trading under the name and firm of Williams & Chamberlin. complain of Cyprian Lee in a plea of assumpsit for that whereas the said Cyprian Lee on the 25th day of June A.D. 1835 at Delaware to wit at Union County Ohio made his promissory note in writing and delivered the same to Hosea Williams and thereby promised to pay the said Hosea Williams or order Eleven hundred and fifty one dollars and fifty Seven cents & Interest at Seven per cent per annum in one year after the date thereof which period has now elapsed and the said Hosea Williams then and there endorsed the same to the said Plaintiffs whereof the said defendant then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof. And also for that whereas the said Cyprian Lee on the 1st day of July 1836 at Delaware to wit at Union County Ohio was indebted to the said plaintiffs in fifteen hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendant at his request and in fifteen hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant at his request. And in fifteen hundred dollars for money by them and there lent by the plaintiffs to the defendant at his request And in fifteen hundred dollars for money then and there paid by the plaintiffs for the use of the defendant at his request And in fifteen hundred dollars for money then and there received by the defendant for the use of the plaintiffs. And in fifteen hundred 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 2nd day of July 1836 in consideration of the premises then and there promised to pay the said several sums of money to the plaintiffs on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs fifteen hundred dollars and thereupon they bring suit &c by S. Finch their atty

And afterwards to wit on the same day and year first herein aforesaid to wit on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine came the plaintiffs by Mr. Finch their attorney and the said Cyprian Lee though solemnly called came not but made default. whereupon it is considered that the plaintiffs ought to recover damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiffs to thirteen hundred and twenty two dollars and forty seven cents Therefore it is considered that the said Plaintiffs recover of the said defendant the said sum of $1322.47 their damages aforesaid so as aforesaid assessed and also their costs in this behalf expended Taxed at dollars and cents

Attest James H. Gill Clk

J. Pierce

Stephen A. Spain
vs
Hugh Thompson

Pleas before his Honor O. Bowen Esqr President Judge of the 2nd Judicial circuit who presided at the Special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend Robt Nelson Nicholas Hathaway and John Lapic associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine - Be it remembered that heretofore to wit on the 25th day of April A.D. 1839 came Amos A. Williams a Justice of the peace in and for said County of Union and filed the following transcript from his docket to wit -

Stephen Abner Spain
vs
Hugh Thompson

debt $96.
Bill of particulars filed Jan. 31st 1839 Summons issued directed to any constable of the Township of Allen returnable on the 9th of Feb next at eleven oclock A.M. - Feb. 8th Summons returned Served by reading Feb. 5th 1839 fees 4 m. 20 Levies 10 Levi Hosbrook Feb 9th 1839 11 oclock A.M. parties appeared and had - John Espes E. W. Gray & William Halyerp Sworn and examined for Plaintiff and William Burroughs was Sworn and examined for defendant And I do find that the defendant owes the Plaintiff $10. that the defendant is entitled to an allowance of 4 leaving a balance due the plaintiff of 6 It is therefore considered by me that the plaintiff recover of the defendant the sum of Six dollars with his costs herein taxed at two dollars and thirty nine cents Feb. 9th execution issued

February the 18th the defendant appeared and entered bail for an appeal as follows In the action of Stephen A. Spain against Hugh Thompson I Elijah Burrough acknowledge my self for the appellant in the Sum of fifty dollars to be levied of my goods and chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

Elijah Burrough

Signed and acknowledged before me this 18th of Feb A.D. 1839

The State of Ohio Union County ss I do hereby certify that the above & a above is a full and true copy from my docket of the proceedings had by and before me in the above A.A. Williams J.P. the ofsa Cause And aforesaid to wit on the thirteenth day of May in the year last aforesaid the Plaintiff by P.B. Cole Esqr his attorney filed his declaration in the words and figures following to wit State of Ohio Union County ss Union Common Pleas April Term A.D. 1839. Stephen A Spain complains of Hugh Thompson in a plea of assumpsit for that whereas the said Hugh on the 1st day of January in the year one thousand eight hundred and thirty nine at the County of Union was indebted to the plaintiff in the plaintiff in the Sum of ninety six dollars thirty three cents. that is to say dollars of said Sum being for the price and value of one mare and two calves Sold by Plaintiff to defts and fifty eight dollars 33/100 for Seven months work done by Plaintiff for deft at the agreed price of eight dollars and 33/100 per month And also for that whereas the said Hugh Thompson on the 1st day of Jan A.D. 1839 at the County aforesaid was indebted to the plaintiff in the further Sum of ninety Six dollars and 33/100 for other lots of goods and chattels then and there bargained and Sold by plaintiff to defendant at his request And for that whereas the deft on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further Sum of ninety Six dollars 33/100 for the price and value of work and labor done by the plaintiff for the dift at his request. And whereas the defendant on the 1st day of Feb 1839 in consideration of the premises then and there promised to pay the said Several Sums of money to the plaintiff on request But he hath disregarded his promises and hath not paid the said Several Sums of money nor either of them nor any part thereof to the damage of the plaintiff one hundred dollars & thereupon he Sues &

By P.B. Cole his atty

And afterwards to wit on the twenty third day of May in the year last aforesaid came the defendant by Mr. Laurence his attorney and filed his plea in the words and figures following to wit

Union Com Pleas April Term 1839 in assumpsit and the said Hugh comes and defends &c and says that he did not assume and promise in manner and form as the said Albert hath declared against him and of this he puts himself upon the Country and the plaintiff doth the Same By Mr Laurence his atty

The plaintiff will take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of this Suit was and Still is indebted to him in the Sum of one hundred dollars for the price and value of divers Articles of goods wares Horses cattle and Sheep before that time bargained and Sold by dept to plaintiff at his request and also in the Sum of one hundred dollars for work before that time done and materials for the same provided by the dept for the dift

for the plaintiff at his request and also in the further sum of 200$ for money found to be due from the to the dept. on an account then and there stated between them and that the dept will set off on said trial of said several sums as shall equal the demand of the plaintiff in dependant and ask and take a Judgment against the plaintiff for the balance of said several sums not so discharged as aforesaid Mc Cammon atty for Dfts And afterwards to wit on the same day and year first herein afor said to wit now here on the twenty Day of July in the year of our Lord one thousand eight hundred and thirty nine came the parties by their attorneys and thereupon came a Jury to wit Elias Johnson Mordicai Vaughan John Crowder Michael S. Wood Adam Wolford Jesse Porter Jabez Bell Laurence Whitaker Aquilla Turner Nathan Riley Joseph Gibson and David Gallant who being empannelled and Sworn the truth to Speak upon the issue Joined between the parties upon their oaths do Say that the defendant did assume and promise in manner and form as the plaintiff hath in his declaration alleged against him and they assess the damages by reason thereof to eight dollars It is therefore considered that the plaintiff recover of the defendant the said Sum of $8.00 his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed at dollars and cents

Attest James H. Gill Clerk

John Ballard
vs
Samuel McCampbell

Pleas before O. Bowen Esqr President Judge of the 2nd Judicial circuit who presided at the special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend Robert Nelson Nicholas Hatcher and John Lapsley associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twelfth day of July in the year of our Lord one thousand eight hundred and and thirty nine.

Be it remembered that heretofore to wit on the 9th day of February in the year of our Lord one thousand eight hundred and thirty eight came the Plaintiff by A. Hall his attorney and filed the following assignment of errors and allowance of certiorari to wit John Ballard vs Wm McCampbell. In this case plff now comes & says that there is error in the Record and proceedings aforesaid in this to wit. first the Court erred in granting a nonsuit upon the testimony because a holder of a title Bond only is not a Freeholder in the eye of the law and the possession of a building occupied as a cooper Shop is not a Resident Householder & the decision is contrary to reason law and equity plaintiff therefore prays the allowance of a writ of certiorari A. Hall Pffs atty The State of Ohio Union County ss To the Clerk of Union Common Pleas Let a writ of certiorari issue in the within case upon giving security according to Law Feb. 7th A.D. 1838 James Hill a Judge of the 6th Circuit And afterwards to wit on the ninth day of Feb. in the year last aforesaid the following writ was issued in obedience to said command. to wit State of Ohio Union County ss To John S. Smith Esqr a Justice of the Peace within and for the Township and County aforesaid Greeting We command you that a certified

Transcript of the record and proceedings of a certain Suit lately pending before you wherein John Bates was plaintiff and Samuel McCampbell was defendant and wherein on the 3d day of Feb. last upon a nonsuit you rendered a Judgment for the Sum of Seven dollars and 75/100 as costs against the said John Bates and in favor of the said Samuel McCampbell with all things touching the Same as fully as the Same are now before you, you Send Sealed and enclosed with this writ to our Court of Common Pleas within and for the Said County of Union on or before the first day of the next Term (Seal)
Witness Samuel H. Gill Clerk of the Court of Common Pleas within and for the Said County this 9th day of Feb. 1838 Samuel H. Gill Clerk
And afterwards to wit on the twentieth day of April in the year of our Lord one thousand eight hundred and thirty eight came John S. Irwin Esq. and filed said writ together with a Transcript from his Docket of proceedings had in said case before him which said Transcript reads in the words and figures following to wit —

John Bates
vs
Samuel McCampbell

January 17th 1838. Suit Brought on an account for forty five dollars. The defendant not being a Freeholder capias issued and Subpoena for John Bartholomew Edwin Andrews and William D. Holselaw witnesses January 18th Defendant appeared by M.G. Lawrence Counsel and pled not ready and for good cause shown the case stands adjourned till the 3d of February next at 12 oclock and thereupon gave Security for his appearance on said day with William Winget Security as follows

State of Ohio Union Co. ss Whereas Samuel McCampbell has been arrested at the suit of John Bates in an action of debt Now therefore be it remembered that on the eighteenth day of January 1838 Personally came before me John S. Irwin a Justice of the peace in Darby Township in County aforesaid William Winget and acknowledged himself to owe unto the said John Bates the sum of one hundred dollars to be levied on his goods and chattels lands and tenements if default be made in the condition following

that the said Samuel McCampbell shall be and appear before me at my office in the Township aforesaid on the 3d day of February 1838 at 12 oclock P.M. to answer unto the action aforesaid and not depart without leave taken Signed and acknowledged on the day aforesaid before me J. S. Irwin J.P. Capias returned Served accepted by M.G. Lawrence Subpoena returned Served on the 18 mileage 9 miles 5 .45 Service 30 total .75 James D. Robinson Const. At the demand of deft Subpoena issued David Mitchell & John Carson witnesses Feb 3d 1838 Subpoena returned issued by William M. Robinson Esq. for John Carson 10 miles 50 Service 10 Total 60 also for Margaret Mitchell & Ann Boal 9 ms. 45 Service 20 Total .65 Signed James D. Robinson Const. Witnesses in attendance John Carson John Bartholomew Wm D. Holselaw David Mitchell The parties present Myers Hall and Kinney Counsel for the plaintiff and M. Lawrence for the defts an demand if the defts Subpoena issued for John Bartholomew. D. Burnham A. Keys and Wm Irwin assistance proceeded to trial. The deft produced Testimony and moved a nonsuit on the ground that he held a title bond for land lying in Union County and he McCampbell was in possession of a house which he occupies as a Cookshop and having his

residence with his Father the Court considered him not a legal subject of a Capias Therefore rendered a Judgment of a nonsuit and against the plaintiff for Seven dollars and eight three cents costs upon which plaintiff objected and filed his Bill of exceptions as follows Be it this case the plaintiff now comes and says there is error in the award as first the Court erred in admitting a nonsuit on the testimony received. holding a title bond alone is not a Freeholder in the eye of the law 2 his the position of a building occupied as a Cooper Shop is not a legal household 3d the decision is contrary to reason law & equity the plaintiff therefore prays a writ of certiorari and put in bail for costs thereupon Stephenson Curry entered into bond as follows Be it the action of John Battles against Samuel McCampbell I Stephenson Curry acknowledge myself bail for the appellant in the Sum of fifty dollars to be levied on my goods and chattels lands and tenements in case the appellant be condemned in the action and shall fail to pay the condemnation money and costs that have accrued and may accrue in the Court of Common Pleas Stephenson Curry I certify the above to be a true copy of the proceedings had before me Given under my hand this 23d day of March A.D. 1838 John S. Irwin J.P.

And afterwards to wit on the 24th day of April in the year aforesaid the plaintiff filed per A. Hall his attorney the following list of errors to wit And the said John Battles now comes and says that there is error in the Record and proceedings aforesaid in this to wit. The Court erred in granting a nonsuit because defendant held title Bond to land lying in Union County - His holding title Bond did not constitute him a Freeholder or privilege him from arrest as the Court supposed 2. The Court erred in granting a nonsuit because dft was residing with his father & in possession of a Cooper Shop. Such possession would not constitute him a Householder or privilege him from arrest 3d The Court erred because Judgment was given for dft where as it should have been for Plaintiff 4th The Court erred in divers other things as appears of Record A. Hall Atty for Plff

And afterwards to wit on the thirteenth day of July in the year A.D. 1838 This cause came on to be heard upon the Transcript and of the Record and proceedings before John S. Irwin a Justice of the peace in and for the Township of Darby and County of Union and was argued by counsel On Consideration whereof it is ordered and adjudged by this Court that the Judgment of the said John S. Irwin be and the same is hereby reversed with costs and it is further ordered that execution issue herein against the said Samuel McCampbell as well for his costs aforesaid as for his costs before John S. Irwin amounting in all to dollars and cents and it is further ordered that this cause be continued for trial and final Judgment And afterwards to wit on the 30th day of October in the year A.D. 1838 the Plaintiff by Mr Hall his attorney filed his declaration in the words and figures following to wit John Battles vs Samuel McCampbell. In Assumpsit Common Pleas April Term A.D. 1838 This cause comes into Court by way of certiorari and removal of the Judgment of a Justices Court. And thereupon John Battles complains of Samuel

McCampbell in a plea of assumpsit for that whereas the said defendant on the first day of January 1838 at Union County aforesaid was indebted to the plaintiff in the sum of $50.00 for the price and value of goods then and there bargained & sold by the plff to the defendant at his request. And also in the sum of fifty dollars for the price and value of work then and there done and materials for the same provided by the plff for the defendant at his request And also in the sum of $50.00 for the price and value of work & labor then and there done by the plff for the defendant at his request. And whereas the defendant afterwards to wit on the 1st January 1838 in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff $99.00 therefore he brings suit &c J. Hase atty for plff

And afterwards to wit on the eighth day of April in the year of our Lord 1839 the defts by Mr Lawrence his counsel filed his plea in the words and figures following to wit - And the said Samuel McCampbell comes and defends &c and says that he did not assume and promise in manner and form as the said John in the several counts of his declaration hath declared against him and of this he puts himself upon the Country By McLawrence his atty

The plaintiff will also take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of this suit, was and still is indebted to the defendant in the sum of 80$ for money before that time lent by the defendant to the plaintiff at his request. And in the sum of 50$ for money received by the Plaintiff to and for the use of the defendant, and in the further sum of forty dollars for money found to be due from the plaintiff to the defendant on an account upon that time Stated between them. And that the defendant will set off on said trial so much of the said several sums of money to be due and owing from the said plaintiff to the defendant against any demand of the said plaintiff to be proved on the said trial as will be sufficient to satisfy and discharge said demand and will also then and there demand a Judgment against the plaintiff for the balance of said several sums of money due to the said defendant according to the Statute in such case made and provided, McLawrence

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit James Reed John Wood Dixon Mitchell Joseph Gibson Cyprian Lee Alvey Curry Elisha Burnham Jesse Butcher Lewis Harriot Stephen McClain Aaron Skinner and Samuel B. Pelson who being empannelled and sworn the truth to speak upon the issue Joined between the parties upon their oaths do say that the said Samuel McCampbell did assume and promise in manner and form as the John Bates hath complained against him and they assess the damages of the said John Bates by reason thereof to twenty three dollars. Therefore It is considered by the Court that the said John Bates recover of the said Samuel McCampbell the said Sum of $23.00 dollars & cents as aforesaid and also his costs in this behalf expended taxed to

Attest James H. Gill Clerk

Augustus Hall
John F. Kinney
Stephen McCain
vs
James January

Pleas before his Honor O. Bowen Esqr President Judge of the 2nd Judiciac circuit who presided at the Special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend Robert Nelson Nicholas Hathaway and John Caple a Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore to wit on the 26th day of December in the year of our Lord one thousand eight hundred and thirty eight the Plaintiffs on an allowance of Robert Nelson Esqr one of the Associates of the Court aforesaid Issued out of the Clerks office of said Court the following writ of certiorari to wit

State of Ohio Union County ss To James Turner Esqr a Justice of the Peace in and for the Township of Paris in the County aforesaid Greeting We command you that a certified Transcript of the Records and proceedings of a certain Suit lately pending before you wherein James January was Plaintiff and Augustus Hall John F. Kinney and Stephen McCain were defendants and wherein you on the 15th day of December last rendered a Judgment for the Sum of ninety nine dollars and ninety eight cents damages and $0.78 cents costs in favor of the said James January and against the said Augustus Hall John F. Kinney and Stephen McCain with all things touching the same as fully as the same are now before you you send Sealed and enclosed together with this writ to our Court of Common Pleas within and for the said County of Union on the first day of their next Term Witness James O'Neil Clerk of the Court of Common Pleas for the County aforesaid this 26th day of Dec A.D. 1838 Jas O'Neil Clerk and on the same day and year last aforesaid A. Hall filed the following bond to wit. Know all men by these presents that we Augustus Hall and N.N. Woods of the County of Union and State of Ohio are held and firmly bound unto James January in the penal Sum of Two hundred and twenty five dollars to the payment of which well and truly to be made we do hereby Jointly and Severally bind ourselves our heirs executors and administrators Sealed with our Seals and dated this 25th day of December 1838

The condition of the above Obligation is such that whereas the said Augustus Hall hath this day obtained the allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union a certain Judgment for the Sum of ninety nine dollars and ninety eight cents damages and $0.78 costs lately rendered against the said Augustus Hall John F. Kinney and Stephen McCain by James Turner a Justice of the peace in and for the said County of Union in a certain Plea pending before him wherein the said James January was plaintiff and and the said Hall, Kinney and McCain defendants Now if the said Augustus Hall shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said writ of certiorari together with the amount of any Judgment that may be rendered against the said A. Hall J. F. Kinney and S. McCain on the further trial of said cause, after the said Judgment of the said Justice of the peace shall have been set aside or reversed then this Obligation shall be void otherwise in full

force and virtue in Law

A. Hall Sett
Wm Woods Dep

And afterwards to wit on the 22nd day of April in the year 1839 Jas Turner Esqr returned said writ aforesaid together with the following Transcript to wit State of Ohio Union County Paris Township Justices Docket &c

James Gannay
vs
Augustus Hall
John F. Kinney
Stephen M Cain
Debt $99.98

Suit Brought on note - Dec 11th 1838 Summons issued to A. Marks constable returnable on the fifteenth inst at 1 oclock P.M. on said day which was returned in due time by said constable endorsed duly reading to defendants Service & mileage .35
Dec 11. 1838 A. Marks con -
Dec 15th 1838 This day came defts Hall and confessed Judgment Defts Kinney and M Cain did not appear Therefore Judgment is rendered against defts for the sum of ninety nine dollars and ninety eight cents and costs of Suit. It is therefore considered by me that the plaintiff recover of the defendants the sum of ninety nine dollars and ninety eight cents and costs of Suit Transcript delivered to Deft Hall Dec 25. 1838
I certify the above to be a correct copy of the proceedings had before me on the above Suit April 22nd 1839 James Cannon J.P.
And afterwards to wit on the 25th day of April in the year 1839 this cause was continued and afterwards to wit on the day and year last herein aforesaid to wit on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine this cause by consent of the parties Judgment is entered against the Plaintiffs in Error for the Sum of one hundred and four dollars and sixty six cents and the costs of Suit It is therefore considered by the Court that the said James Gannay recover of the said Augustus Hall John F. Kinney and Stephen M Cain the said Sum of $102.66 for his damages, and also his costs in and about this Suit expended taxed at dollars and cents and by virtue of said agreement all error is released
Attest James H. Gill Clerk

J.C.P. aw

James Riddle
vs
James W. Evans &
Absolem Jennings

Pleas before Robert Nelson Nicholas Hathaway and John Lapsley associate Judges of the Court of Common Pleas, at a Court began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine Be it remembered that heretofore to wit on the 22nd day of April in the year of our Lord last aforesaid came Ira Moore Esqr a Justice of the peace and filed the following Transcript of proceedings had before him in the above cause to wit
State of Ohio Union County Paris Township February 21st 1839
James Riddle Plff
vs
Evans & Jennings Defts
Suit Brot on note Parties appeared without process Subpoenas were issued for Nelson Hazen Samuel Hawley Mortimer Beatty & Cornelius Starr and served by Deft Subpoena issued for Norman Chipman and Served by Abel Marks constable which was returned

Justices costs $1.34½
Constables costs .35
witness fees 2.00

by said constable endorsed Served by reading Service 10 mileage 25 .35
February 21st 1839 Trial had Samuel Hawley Nelson Hazen
Martinson Bentley and Cornelius Starr Sworn and examined
on the part of the defendant. It is considered by me that
the plaintiff has no cause of action and that the defendant
recover of the plaintiff the costs of Suit taxed at three
dollars and sixty eight cents $3.38 cts In the action of
James Riddle against Evans & Jennings & Levi Phelps
do acknowledge myself bail for the appellant in the Sum of
fifty dollars to be levied on my goods and chattels lands and
tenements if the appellant shall be condemned in the action
and shall fail to pay the condemnation money and costs
that have accrued or that may accrue in the Court of Com
mon Pleas Taken Signed Levi Phelps
Taken Signed and acknowledged before me this 21st day
of February 1839 Ira Nooll J.P.
I certify the within to be a true transcript from my docket
as given under my hand and seal this 25th day of April
1839 Ira Nooll J.P. Seal
And afterwards to wit on the Thirty first day of May in the year of our
Lord one thousand eight hundred and thirty nine came the plain
tiff by P.B. Cole his attorney and filed his declaration in the words
and figures following to wit State of Ohio Union County ss Union Com
Pleas April Term 1839 James Riddle complains of James M. Evans
and Absolem C. Jennings in a plea of a pun pset for that whereas on
the 25th day of Oct 1838 at the County of Union the said James M. Evans and
Absolem C. Jennings were partners in business under the name and
firm of Evans and Jennings and so being partners the said defend
ants on the 26th day of Oct. 1838 at the County of Union made a certain
due bill in writing and delivered the same to the said James Riddle
and thereby under the name of the said firm of Evans & Jennings then &
there acknowledged to be due from them to the said James Riddle
the Sum of Sixteen dollars in Saddlery at cash prices to be paid at
their shop, and the said James M. Evans and Absolem C. Jennings
under the said firm of Evans & Jennings afterwards on the day and
year last aforesaid, in consideration of the premises promised to
pay the amount of the said due bill to the plaintiff according
to the Tenor and effect thereof though often since requested and
demanded at their shop so to do the defendants have not paid the
said due bill nor any part thereof to the plff and also for that
whereas the said James M. Evans and Absolem C. Jennings under the
name and firm of Evans & Jennings on the day and year last afore
said at the County aforesaid were indebted to the said James Riddle
in the further Sum of Sixteen dollars for the price and value of Sundry
notes of hand then and there bargained Sold and delivered by
the plaintiff to the defendants at their request. And also for
that whereas the said defendants on the day and year last aforesaid
at the County aforesaid were indebted to the plaintiff (as aforesaid)
in the further Sum of Sixteen dollars for money found to be due
from the defendants to the plaintiff on an then and there
Stated between them and also for that whereas the said defend
ants on the day and year last aforesaid at the County aforesaid
were indebted to the plaintiff in the further Sum of Sixteen
dollars for the price and value of divers goods and chattels then
and there Sold and delivered by the plaintiff to the defendants

at their request And whereas the defendants afterwards on the 12th
day of Novr 1838 at the County aforesaid in consideration of the pre-
mises then and there promised to pay the said Saddlery and said
Several Sums of money to the plaintiffs on request Yet they have
disregarded their promises and have not paid said Saddlery
nor any part thereof though often since requested so to do nor
said Several Sums of money nor either of them nor any part
thereof to the damage of the plaintiff Thirty dollars and there
upon he sues &c By P. Block his attorney
And afterwards to wit on 27th day of June in the year 1839 came
the defendants by M.C. Lawrence their attorney and filed their plea
in the words and figures following to wit
Evans & Jennings } vs James Riddle. } Union Com Plea April 1839
And the said defendants come and defend &c and say that they
did not assume and promise as the plaintiff hath above
thereof complained against him and of this he puts himself
upon the Country and the plaintiff doth the like
The plaintiff will also take notice that defendants will insist
and prove that the said due bill in the said declaration
mentioned was obtained from defendants by fraud, covin
and deceit and without any consideration or if there
were any consideration the same has wholly failed
By M.C. Lawrence their atty
And afterwards to wit on the same day and year first herein aforesaid
to wit on the 2nd of the day of July in the year A.D. 1839 came the parties
by their attorneys and thereupon came a Jury to wit Elias Johnson
Jesse Forbes David Galland Mordecai Baughan Joseph Gibson
Nathan Kelsey Michael D. Wood Adam Wolford Jesse Butcher Eli
Lundy Jacob Cain and Otway Curry who being empannelled and
Sworn the truth to Speak upon the Issue Joined between the parties
upon their oaths do Say that the defendants did not assume and
promise in manner and form as the said plaintiff hath declared
against them. It is therefore considered that the said
defendants go hence without day and recover of the plaintiff their
costs herein expended taxed at Dollars and Cents
Attest James H. Gill Clerk
JR Swan

Copy of Margaret Cook Heirs
vs
Richard Roe Philo Gillet et al
Levants

Pleas before his Honor A. Bowen
Esqr President Judge of the 2nd
Judicial circuit who presided
at the Special request of Joseph
R. Swan Esqr President Judge of
this circuit who on account of absence was unable to attend
Robert Nelson Nicholas Hathaway and John Cozad aforesaid
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 Second day of July in the
year of our Lord one thousand eight hundred and thirty nine
Be it remembered that heretofore to wit on the nineteenth day
of April in the year of our Lord one thousand eight hundred
and thirty eight came the plaintiff by Starling and Gilbert
his attorneys and filed the following declaration to wit
State of Ohio } In Court of Common Pleas Action D. 1837
Union County } John Doe complains of Richard Roe for that

Williams H. Cox Edward Cox and Margaret Cox the only heirs and legal representatives of Margaret Cox deceased, on the Sixteenth day of May in the year eighteen hundred and thirty seven in Union County aforesaid had devised to the said John the following lands and tenements to wit Survey No. 5870 of one thousand acres patented to Margaret Cox formerly Margaret Bunting the only heir and legal representative of William B. Bunting deceased bounded and described as follows. Beginning at two Sugartrees north west corner to Robert Means and the representatives of Selly Owens Survey No 5505 running with their line N 82° E. four hundred poles crossing a branch at 104 poles to an Ash Beech and Ironwood N. W. corner to said Survey thence N. 10 W. four hundred poles to an ash and two hickories thence S. 80° W. four hundred poles crossing a branch to two hickories and a Sugartree thence S. 10° E. four hundred poles crossing a branch to the beginning. and also the messuages two cabins ten barns ten stables ten orchards ten out houses ten yards ten gardens one thousand acres of arable land one thousand acres of meadow land, one thousand acres of pasture land, one thousand acres of woodland, one thousand acres of land covered with water, and one thousand acres of other lands with the appurtenances Situate in said county of Union to have and to hold the same to the said John from the fifteenth day of May in the year aforesaid for and during the term of ten years thence next ensuing by virtue of which demise the said John entered into the said tenements with the appertenances and was possessed thereof for the term aforesaid And the said John being so thereof possessed. the said Richard afterwards to wit on the thirteenth day of May in the year last aforesaid with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage one hundred dollars and therefore he sues &c By Starling & Gibson their attys

To Mr Philo Gillett Sir I am informed that you are in possession of or claim title to the premises in the declaration mentioned or to some part thereof and I being sued in this action as a casual ejector and having no title to the said premises, do advise you to appear at the next Term of the Court of Common pleas within and for the County of Union and State of Ohio and make yourself defendant in my Stead, otherwise then will be entered against me Judgment by default and you will be turned out of possession

October 4th 1837 Richard Roe

On which said declaration was endorsed the following return of Service to wit R. Clark Sheriff of Union County makes oath and says that he before the first day of February 1838 did personally Serve Philo Gillett and Lyman Lynds in possession of the premises in the within declaration mentioned or some part thereof with a true copy of the within declaration endorsed and at the same time acquainted the said Gillett and Lyman with the intent and meaning of the said declaration and notice

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

R. Clark Sheriff

William B. Lewis J. P.

And afterwards to wit at the July Term of said Court A.D. 1838 also at the October Term 1838 & at the April Term 1839 This cause was called and continued - and afterwards to wit now here to wit on the twelfth day of July A.D. 1839 on motion of Mr Brush atty for Plaintiff ordered that this cause

be discontinued at the plaintiffs costs and it is further ordered that the plaintiffs pay the costs herein taxed at dollars and cents within thirty days and in default thereof that execution issue therefor

Attest James H. Gill Clerk J R Swan

William L. Casey vs Samuel M. Cannon } Plea before his Honor A. Bowen Esqr President Judge of the 2nd Judicial circuit who presides at the Special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend Robert Nelson Nicholas Hathaway and John Cassil, Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine —

Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord one thousand eight hundred and thirty eight came the Plaintiff by John W. Andrews Esqr his Attorney and sued out of the Clerks office of said Court the following writ of Summons to wit State of Ohio Union County ss The Seal of said County To the Sheriff of said County Greeting We command you to Summon Samuel M. Cannon to appear before our Court of Common Pleas forthwith to answer unto William L. Casey in a plea of agreement damages $300. and have you then there this writ Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 21st day of April 1838 Said H. Gill Clerk on which said writ was the following endorsement to wit. Suit Bott on note of hand given by defts. to Plaintiff for one hundred dollars with Interest dated Jany. 13th 1836 and payable one year from the 13th day of April 1836 also for goods sold and delivered, money lent money had & received money paid &c. W. Andrews Attys which said writ was forthwith returned Served as follows to wit Served by copy delivered R. Clark Shff — and afterwards to wit at the July Term of said Court A.D. 1838 also at the October Term 1838 and at the April Term A.D. 1839 this cause was called and continued, and afterwards to wit on the day and year first herein aforesaid to wit on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine In this cause the plaintiff having failed to declare according to the rules of this Court it is ordered by the Court that he become nonsuit and that he pay the costs herein expended taxed at dollars and cents within 60 days

Attest James H. Gill Clerk J R Swan

William L. Casey vs John Dakin } Plea before his Honor A Bowen Esqr President Judge of the 2nd Judicial circuit who presides at the Special request of Joseph R Swan Esqr Pusidant Judge of this circuit who on account of absence was unable to attend Robert Nelson Nicholas Hathaway and John Cassil, Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville

on the Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine - Be it remembered that heretofore to wit on the 21st day of April in the year of our Lord one thousand eight hundred and thirty eight the Plaintiff by John W. Andrews his Attorney came and of the Clerks office of said Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summons John Dakin to appear before our Court of Common Pleas at the Court House in Marysville forthwith to answer unto William L. Casey in a plea of Assumpsit Damages Three hundred dollars and have you then there this writ Seal Witness J. H. Gill Clerk of said Court this 21st day of April 1838

J. H. Gill Clk

On which said writ was the following endorsement to wit. Suit Brot on a note of hand given by defendant to plaintiff for one hundred and thirty dollars with Interest dated Oct 1st 1836 and payable one year after date thereof. also for goods sold and delivered money had and Recd money paid, Int acct. Stated &c

J. W. Andrews Atty for Plff

which said writ was forthwith returned Served as follows to wit Served by certificate R Clark Shff - and afterwards to wit at the July Term of said Court A.D. 1838 said cause was called and continued also at the October Term 1838 and at the April Term 1839 said cause was called and continued. and afterwards to wit on the day and year first herein aforesaid to wit on the Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine - In this cause the plaintiff having failed to declare according to the rules of this Court It is ordered that he become nonsuit and that he pay the costs herein expended taxed at dollars and cents within 60 days

Attest James H. Gill Clerk

J. W. Swan

E. F. Gregory & S. Burr & Nehemiah Gregory under name of Gregory Burr & Gregory

vs

James McDonald

Pleas before his Honor O. Bowen Esqr President Judge of the 2nd Judicial Circuit who presides at the Special request of Joseph R. Swan Esqr President Judge of this Circuit who on account of absence was unable to attend. Robert Nelson & Nicholas Hathaway and John Cassil associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine - Be it remembered that heretofore to wit on the twenty second day of February in the year 1839 the plaintiffs by W. Lawrence Esqr their attorney came and of the Clerks office of said Court the following writ of Attachment to wit

State of Ohio Union County ss To the Sheriff of said County Greeting You are hereby commanded to attach the lands Tenements goods chattels rights credits moneys and effects of James McDonald wheresoever they may be found and the same to keep or so to provide that the same or the value thereof may be forthcoming to answer the Judgment of our Court of Common Pleas within and for the County of Union in a certain action on the case therein

presents by Ptehemiah Gregory Admr. of Edward N. Gregory decsd
Levi L. Burr. and Ptehemiah Gregory late firm of Gregory Burr
and Gregory against the said James McDonald for two hundred
dollars damages. and in what manner you shall execute this writ
make appear to our said Court of Common Pleas on the first day of
their next Term and have you then there this writ Seal Witness
James H. Gill Clerk of the Court of Common Pleas aforesaid in
and for the County aforesaid this 22nd day of February A.D. 1839
James H. Gill Clerk

On which said writ was the following endorsement to wit, Suit
Brot to recover payment of the note of Dept. given to E. N. Gregory
S. L. Burr and Ptehemiah Gregory under the Style and name of
Gregory Burr and Gregory on the 28th of June 1836 for the Sum
of $178.31 and payable Sixty days after date also for goods sold and
delivered money had and received &c John Lawrence atty for Plff
On which said writ was the following endorsement to wit
good for costs Ambrose Meeker. and afterwards to wit on
the 27th day of April in the year of our Lord one thousand eight
hundred and thirty nine The Sheriff made return of said
writ in the words and figures following to wit. Proceeds
without delay on the 25th day of February in the year 1839
to attach in the hands of David Burnham goods and chattels
appraised to fifty five dollars and ten cents also on same day
moneys credits and effects in the hands of Samuel McDonald credits
to the probable amount of $376.12¾ Subject to said Sam'l McDonalds lien
also on the 26th of February attached in the hands of Jacob Seaman to
the amount of $35.40 and took Bonds of each below of property for deli-
very of the same. no more property money credits or effects
of James McDonald found R. Clark Sheriff
And afterwards to wit on the 25th day of April in the year of our Lord
one thousand eight hundred and thirty nine came the plaintiffs by
W. C. Lawrence their Counsel and the defts though three times called
came not but made default and this cause is continued.
And afterwards to wit on the day and year first herein aforesaid to wit at
the July Term of said Court A.D. 1839 the following minute was entered
upon the Journal of said Court to wit This cause is settled by the
parties and discontinued at the costs of the plaintiffs It is therefore
ordered by the Court that said plaintiffs pay the costs within
thirty days and in default thereof that execution issue therefor
Test James H. Gill Clk

P Reynolds

Bray Thomas
vs
Margaret Case

Pleas before his Honor A Brown Esqr President
Judge of the 2nd Judicial Circuit who presided
at the special request of Joseph R Swan Esqr
President Judge of this Circuit who on account
of absence was unable to attend Robert Nelson Nicholas Hathaway
and John Lapsley. 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
Twelfth day of July in the year of our Lord one thousand eight hun-
dred and thirty nine. 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 four the Plaintiff by Starling
and Gilbert his attorney filed the following Petition to wit

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To the Honorable the Court of Common Pleas in and for the County of Union and State of Ohio in Chancery Sitting. Your petitioner Wray Thomas of the County of Franklin and said State represents that he has a legal right to and is seized in fee simple of two undivided third parts of the following real Estate Situate in said County of Union aforesaid described as follows Survey No 5670 of one thousand acres of land in favor of the Representatives of William B. Bunting entered in the name of the said William B. Bunting on the waters of Blues Creek Beginning at two Sugar trees North West corner to Robert Means and the Representatives of Selby Owins Survey No 5505 running with their line N. 80° E. 400 poles crossing a branch at 104 poles to an ash Beech and Ironwood N. E. corner to said Survey thence N. 10° W. 400 poles to an Ash and two Hickories Thence S. 80° W. 400 poles crossing a branch two Hickories and a Sugar trees, thence S. 10° E. 400 poles crossing a branch to the beginning And your petitioner further Represents that Margaret Coe late of the County aforesaid & State of Virginia is Tenant in Common with your Petitioner in said Premises and is entitled to the remaining third part, and that there is no person entitled to any right of Dower in the same. Your petitioner therefore prays that partition of the said lands may be made or if the same cannot be done without manifest injury that then such other proceedings may be had in the premises as are authorized by law—

By Starling and Gilbert his Solrs

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 petitioner and the Court being satisfied that the defendants are not Residents of this State do order that notice of the pendency of this petition be given in the Ohio State Journal and Columbus Gazette for six consecutive weeks prior to the next Term of this Court and thereupon this cause is continued— And afterwards to wit on the Twenty Seventh day of June in the year of our Lord one thousand eight hundred and thirty six came the petitioner and filed the following Proof of Publication Notice, Union County Court of Common Pleas Wray Thomas vs Margaret Coe et al in Partition. The above defendant one of the heirs of Margaret Coe deceased will take notice that a petition has been filed against her in the Court of Common Pleas in and for the County of Union and State of Ohio by said Wray Thomas wherein he demands partition of certain real Estate lying in said County of Union bounded and described as follows Survey No 5670 entered in the name of William B. Bunting and patented to the said Margaret Coe deceased beginning at two Sugar trees N. W. corner to Robert Means and the Representatives of Selby Owins Survey No 5505 running with their line N. 80° E. 400 poles crossing a branch at 104 poles to an ash beech and Ironwood N. E. corner to said Survey thence N. 10 degrees W. 400 poles to an ash and two Hickories thence S. 80 degrees W. 400 poles crossing a branch to two Hickories and a Sugar tree thence S. 10 degrees E. 400 poles crossing a branch to the beginning containing one thousand acres. The said defendant will further take notice that at the next term of said Court application will be made by the said Wray Thomas for an order that partition be made of said premises according to the prayer of his said petition Starling & Gilbert Sols for Compl'tt May 13. 1836

The State of Ohio Franklin County ss

Charles Scott being duly sworn deposeth and saith that a notice of which the annexed is a true copy was published in the Ohio State Journal and Columbus Gazette a newspaper published in Franklin County and in General circulation in Union County for six consecutive weeks from and after the 13th day of May 1836— Sworn to and subscribed before me this 13th day of June

1836 as witness my hand and seal of office, Warren Jenkins Mayor of the city of Columbus and afterwards to wit on the same day and year last aforesaid, on motion of Plaintiffs Counsil it is ordered that by the oaths of Benj White Shuyler Perkins and Michael Myers partition be made of the lands in the petitioners bill mentioned in the following proportions to wit. to Margaret Core one equal third part, and to the said Wray Thomas two equal third parts, and it is further ordered that a writ of partition issue to the Sheriff of said County commanding him to cause said partition to be made in conformity with the prayer of the bill, and to certify the proceedings in the premises to the next Term of this Court to which time this cause is continued— And afterwards to wit on the tenth day of Oct 1836. this cause was continued under former order, and afterwards to wit at the March Term June Term and October Term of said Court for the year 1837 and April Term July Term and October Term 1838 and at the April Term thereof 1839 this cause was called and continued

The following writ of partition issued on the 15th day of March in the year of our Lord one thousand eight hundred and thirty seven to wit

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

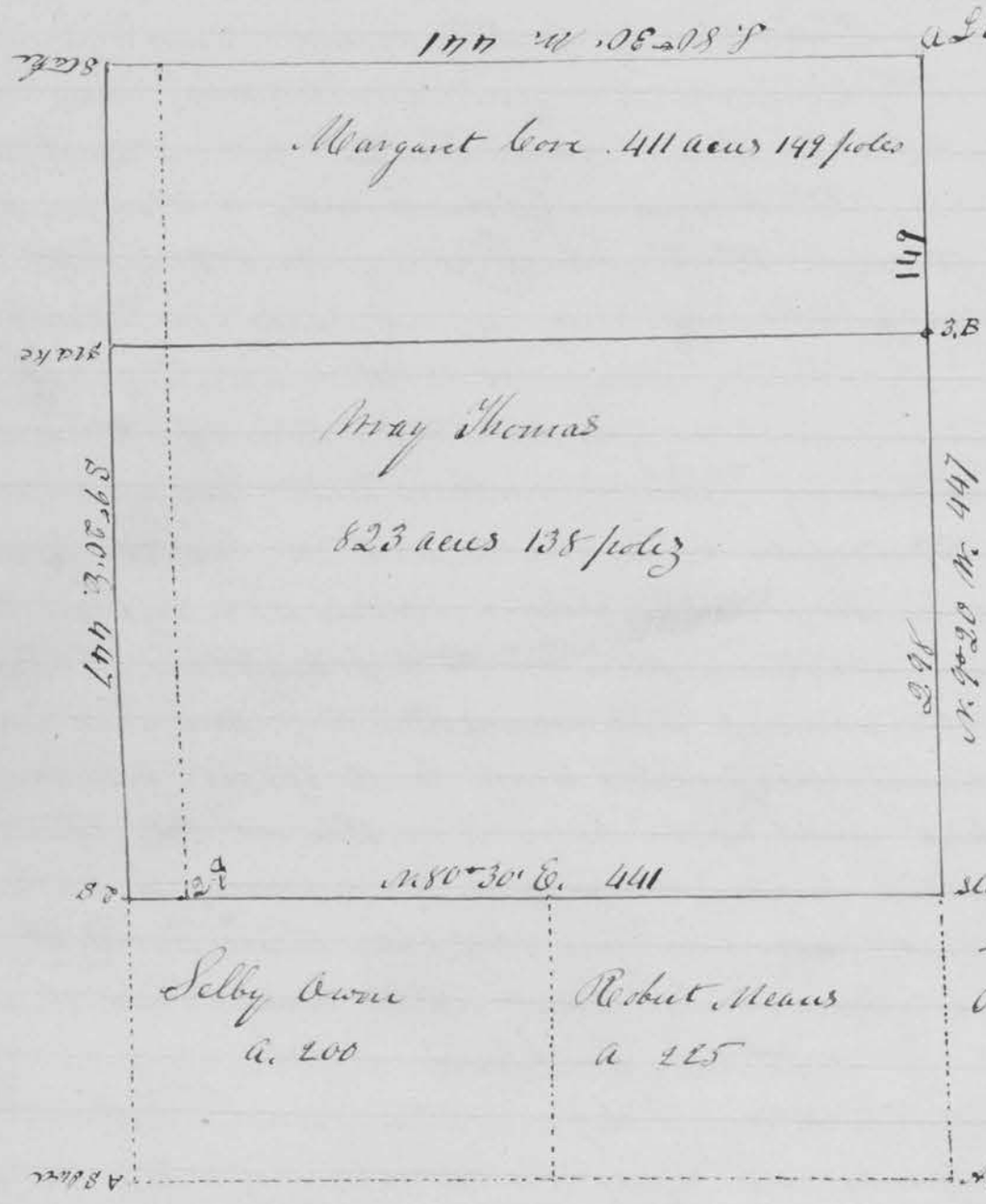
By virtue of an order of the Court of Common Pleas and the Statute of this you are hereby commanded that by the oaths Benj White Shuyler Perkins and and Michael Myers good and Reputable Freeholders of the County you cause partition to be made in the lands & real Estate following to wit Survey No 5870 Situate in Union County and bounded as follows beginning at two Sugartrees Northwest Corner to Robert Means and Selby Owens Survey No 5505 running with their line N. 80 E. 400 poles crossing a branch at 104 poles to an ash Beech and Sour wood North west Corner to said Survey, Thence north 10 west 400 to an ash and two Hickories thence S. 80 W. 400 poles crossing a branch to two Hickories and a Sugar tree thence S. 10 E. 400 poles crossing a branch to the beginning containing 1000 acres of land and entered in favor of the Representatives of William B. Bunting and entered in the name of William B. Bunting. and that said partition be made in the following proportions to wit to Margaret Core the respondent one equal third part and to the said Wray Thomas two equal third parts & that you make return of your doings and the report of said Freeholders at the next Term of this Court and have you then there this writ Witness D. R. Swan President of our said Court at the Court House this 15th day of March 1837 Silas G. Strong Clerk (Seal)

And afterwards to wit on the thirteenth day of July in the year of our Lord one thousand eight hundred and thirty nine the Sheriff made return of said writ in the words and figures following to wit. Recd. the within writ and executed the same by the oaths of Benjamin White Michael Myers and Schuyler Perkins and by the assistance of Levi Phelps as Surveyor, the Returns of said Commissioners and Surveyor are hereto attached July 13th 1839 B. Clark Sheriff

By order of the Court of Common Pleas of Union County to me directed by the Sheriff of said County I proceeded under the direction of Benjamin White Michael Myers and Schuyler Perkins (Commissioners) to lay off by metes and bounds a Survey of land purporting to be one thousand acres the number of Entry being (5870) five thousand eight hundred and seventy, in pursuance of said order and under the direction of said Commissioners aforesaid I proceeded to lay off two thirds of said Survey to Wray Thomas. Beginning at two Sugartrees Northwest Corner of Robert Means and Selby Owens Survey No 5505 thence running with their line crossing the course thereof N. 80° 30 E. 441 poles to a Stake the original Corner supposed to have fallen and decayed and consequently could not be found, thence running with an old line supposed to be the original line of said Survey No 5870 crossing the course thereof N. 9° 00 W. 298 poles and marked three Beeches, thence running S. 80° 30' W 441 poles and set a Stake in an old line supposed the west original line of said Survey No 5870

thence with said line S. 4° E. 298 poles to the beginning containing 823 acres and 138 poles. Also Surveyed under the direction of the persons aforesaid the remaining one third of said Survey No 5870 to Margaret Cores Share. Beginning at three Buches North east corner to the part set off to the share of Wray Thomas. thence running with an old line supposed to be the original line course thereof N. 9° 20' W. 149 poles to an ash Lynn and Red oak supposed to be the northeast original corner as no other corner could be found answering the description. thence running with an other old marked line supposed to be the original line of said Survey No 5870 course thereof S. 80° 30' W. 441 poles & set a Stake in an old line supposed to be the North west corner of said Survey No 5870 thence running with an other old line supposed to be the west original line of said Survey No 5870 course thereof S. 9° 20' E. 149 poles to a Stake set as the north west corner of Wray Thomas part of said Survey No 5870 thence with his line N. 80° 30' E. 441 poles to the beginning containing four hundred eleven acres and one hundred and forty nine poles all of which is exhibited in the plat hereto annexed

Levi Phelps Surveyor



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

Benjamin White (Seal)
Schuyler Perkins (Seal)
Michael his + Myers mark (Seal)

Attest
R. Clark Sheriff

And afterwards to wit on the same day and year first herein aforesaid to wit on the twenty-fifth day of July in the year of our Lord one thousand eight hundred thirty nine, On motion to the Court by the petitioner and upon producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners herein before appointed and the same being examined. It is ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said parties hold in severalty the Shares set off and assigned to each respectively by the said Commissioners and it is further Ordered that the costs of this suit taxed at dollars and cents be paid within Sixty days by the parties in the following proportions to wit, two thirds thereof to be paid by the demandant and the remaining third by the defendants and in default thereof that execution issue therefor

Attest James H Gee Clerk

Samuel M. Reed & Cephas Reed
as
Jane Reed Samuel Tyler Polly
Tyler William Reed Sarah Reed
Elizabeth Reed Phila Reed Emily
Reed Mariah Reed Rosannah Reed
and Cynthia Reed

Pleas before his Hono O Bowen Esqr President Judge of the 2nd Judicial circuit who presided at the Special request of Joseph R. Swan Esqr President Judge of the circuit who on account of absence was unable to attend Robert Nelson Nicholas Hathaway and John Cassil Associates Judges at a Court of common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the twenty seventh day of October in the year of our Lord one thousand eight hundred and thirty eight came the complainants by Mr. Lawrence Esqr their Counsel and filed their Bill in Chancery in the words and figures following to wit. To the Hon the Judges of the Court of Com. Pleas within in Chancery Sitting com plaining shewith unto your Honors your orators Samuel M Reed and Cephas Reed Residents of said County that David the father of your orators departed this life in the fall of the year 1824. That he then was seized in fee of the following described land lying in this County (to wit) 178 acres on the west side of Big Darby Beginning at a walnut and Hickory Sapling thence down the creek with the meanders to an Elm and Dogwood thence S. 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 which was deeded to said David Reed by L. Sullivant & wife June 29. 1805 of Record in Franklin County this State. and also your orators further shew that the said David in his life time entered into a contract with said Sullivant for the purchase of an other and further piece of land lying in said County of Union and contiguous to said land & specifically about. Beginning at an Elm and Ash upper corner on the creek thence down the Creek with the meandus S. 52. E. 16 poles S. 75 E. 16 poles S. 60. E 14 poles S. 40 E. 20 poles N. 75 E. 38 poles S. 81 E. 52 poles to a small walnut thence leaving the creek S. 38 E. 145 poles to 2 Bur oaks thence S. 53. W. 104 to a Stake N. 38 W. 122 poles to three Bur oaks thence N. 7 E. 186 poles to the Beginning. being part of a Survey in the name of Robert Hyde and Lucas Sullivant and bounding on the upper line of the first described piece. Your orators state that the said David died testate and by will devised said Lands to your orators subject to the debts of said deceased. That Stephen M Cain Admr with the will annexed on said Estate was sued by Lyne Starling Admr of said Lucas Sullivant and on the 20th day of Sept 1830 in the Supreme Court of this State in and for this County Judgment was rendered against said M Cain administrator of said Reed as aforesaid in the sum of 9375 33/100 and costs That a decree of the Court of Common Pleas of this County was had on the 17th day of Nov. in the year 1834 ordering and decreeing said lands to be sold for the payment of said Judgment. Subject to the dower of the widow of said Reed deceased that said Estate was unable to pay said Judgment without the sale of said land. and your orators being young inexperienced and without the necessary credit to borrow the money to pay said Judgment and save the land from sale, set about to procure some one to buy said land for your orators. That your orators spoke to one Samuel Reed then living but since deceased of Champaign County to procure him to act as Trustee for your orators in making said purchase for the above benefit of your orators. This he refused

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saying he could not procure the necessary funds Your orators then obtained a promise from Nicholas Hathaway that he would loan for that purpose 800$ to said Reed for the term of five years to receive legal interest annually. that said Reed agreed to take said loan and charge us with it and the additional sums necessary to make the purchase and the interest was to be paid by your orators to said Reed annually - That thus said Reed entered into the arrangement to purchase said land for your orators and hold the same in his name but as the property of your orators without claiming or pretending to claim any interest in the same unless your orators should fail to paying the interest annually faithfully or in paying the principal at any time within five years that the same was to be the property of said Reed and your orators to have no benefit from the sale whatever. Your orators further show that some time prior to the Court of Common pleas June Term 1835 said lands were sold in the presence of your orators to said Reed by the Sheriff of said County as Special master commissioner appointed for that purpose and said sale was confirmed by this Court at the said June Term aforesaid - Your orators further show that there was no paper nor writing between said Reed and your orators on the matter the whole being of trust and confidence - That said Samuel Reed made an entry in his book at his house on this subject of which the following is a copy. "1834 Nov. 8th on account of Samuel R. Reed and Cephas Nov 8th paid in Marysville one thousand and five dollars to the Sheriff of Union County" another entry is found in same book of this kind "1835 Samuel R. Reed and Cephas Br. January 5th five dollars cash." The last entry on this subject is the following "November 8. 1837 The above account is settled except the one thousand dollars paid in Marysville on which the interest is paid up to November 8. one thousand eight hundred and thirty seven. Said Book is now in the hands of the administrators of said Samuel Reed deceased - Your orators here charge that said thousand dollars there charges were the same paid by said Reed for your orators in the purchase of said Lands and that said entrys are correct and all that now show how this matter stands. That your orators have since been in the uncontrolled possession of said land and still remain in the possession of the same and have always paid all the taxes on said premises without the least care or attention of the said S. Reeder Your orators further charge that said five years have not expired by about one year, and that they make this application to this Court for the purpose of obtaining the title to said lands - Your orators further show that said Samuel Reed Justice as aforesaid departed this life suddenly and unexpectedly to your orators about the first of September 1838 that he left a widow Sam Reed and nine children his heirs and legal representatives - To wit Polly Tyler formerly Polly Reed but now the wife of Samuel Tyler and the following who are minors Williams, Sarah, Elizabeth, Phila, Emily Mariah, Rosannah and Cynthia said Sam Beatty and Samuel Tyler are administrators on said Estate all of whom your orators pray may be made defendants to this Bill. and your orators bring herewith into Court the said sum of $ 1000.00 with its interest and pray a decree of this Court for title to the said premises in as much as your orators are without remedy at Law and matters of this kind can only be relieved and remedied in Courts of Record - Your orators therefore pray that on hearing said defts may be made to convey and that said defts take said

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money out of Court and your orators pray that and further relief in the premises as in equity may seem meet and as in duty bound &c
By W. C. Laurence their Sol-

And afterwards to wit on the twelfth day of April in the year of our Lord one thousand eight hundred and thirty nine the following writ of Subpoena issued to wit State of Ohio Union County ss To the Sheriff of Champaign County Greeting We command you to summon Lane Reed widow of Samuel Reed and deceased Samuel Tyler and Polly his wife William Reed Sarah Reed Elizabeth Reed Phila Reed Emily Reed Mariah Reed Rosannah Reed and Cynthia heirs of the said Samuel Reed deceased to appear before our Court of Common Pleas within and for the County of Union aforesaid at the Court House in said County on the 25th day of April Inst. then and there to answer the matters and things contained in a Petition in Chancery exhibited against them by Samuel K. Reed and Ezekias Reed and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ Witness James H. Gill Clerk of the Court aforesaid at Marysville this 12th day of April A.D. 1839 James H. Gill Clerk

which said writ was returned and filed April 24th 1839 Served as follows to wit Reed 19th April 1839 and served on the Twentieth same month on each of the defendants by copy of the within writ
H. Barnett sheriff of Champaign County

And afterwards to wit on the 12th day of July in the year last aforesaid came the said Lane Reed Samuel Tyler and and Polly Tyler by John Laurence their atty and filed their joint answer in the words and figures following to wit The joint answer of Lane Reed widow Samuel Tyler and Mary Tyler and Mary Tyler his wife to the Bill of complaint exhibited against them and others by Samuel K. Reed and Ezekias Reed in the Union Com. Pleas The said defendants come and for answer to said bill or so much thereof as they are advised is material for them to answer, answering say that they cannot gainsay but must admit the truth of the several important charges in said bill contained to wit that said premises were held in trust by said Samuel Reed deceased for the use of said complainants if the said one thousand dollars with its interest was paid within the time limited. that the entry on the Books of the deceased is as charged in complainants said Bill and these defendants admit that said Book entry is a correct statement of the account between said deceased and complainants- And further that they are willing the title to said premises may now be decreed to complainants on the full payment of said $1000.00 with its Interest to defendants or in Court and that such other order may be entered as may be agreeable to equity and good conscience. And having thus fully answered they pray to be discharged with their costs in this behalf expended By John Laurence their Sol-

Lane Reed
Samuel Tyler
Mary Tyler

State of Ohio Union County ss
Personally appeared before me Lane Reed who being duly sworn says that the matters and things set forth in the foregoing answers are true as she verily believes- Sworn to and Subscribed before me this day of July 1839 Wm Reichy J. P.
And afterwards to wit on the 12th day of July in the year last aforesaid The minor heirs by P. B. Cole their Guardian ad Litum

filed their Joint answer in the words and figures following to wit
Samuel K. Reed & Ephias Reed vs Jane Reed et al. Union Com
Plead in Chancery William. Sarah Elizabeth Phila Emily
Mariah Rosannah and Cynthia Reed Infant defendants by
P.B.Cole their Guardian ad Litem answer Jointly that they can
not gainsay the charges in Complainants said bill but admit
them true and consent that the prayer thereof may be granted
P.B.Cole G. ad. Litem

And afterwards to wit on same day and year first herein after
said to wit on the twelfth day of July in the year of our Lord one
thousand eight hundred and forty nine this cause came
on to be heard upon the Bill and answers of defendants of majo-
ity and of the minor defendants by P.B. Cole their Guardian
ad litem In consideration whereof the Court do find that all
and singular the material allegations in the said bill contain
ed stand confessed by the said answers of defts and that the
equity of the case is with Complainants Whereupon It is ordered
and decreed that the defendants within Sixty days Jointly or Se-
verally in such manner as shall be sufficient convey the premises in
the said bill mentioned to the said complainants in fee Simple
said premises being known and described as follows to wit
lying in the County of Union and State of Ohio and on the west side
of Darbys creek beginning at a walnut and Hickory Sapling thence
down the Creek with the meanders thereof to an Elm and Dogwood
thence South fifty three degrees west 100 poles to a white oak thence
North 37 west 74 poles to two white oaks thence North 39 west 160 poles
to the beginning containing 178 acres - And also this other and fur-
ther parcel lying adjacent And beginning at an Elm and Ash sapling
corner on the creek thence down the creek with the meanders thereof
150 poles to a Small walnut thence leaving the creek S. 38 East
145½ poles to two Bur oaks thence S. 53 west 104 poles to a Stake thence
north 70 East 186 poles to the beginning being part of Survey No.
in the name of Robert Keyes and Lucas Sullivant. and
it is further ordered and decreed by the Court that in case they
said defendants fail neglect or omit to convey as aforesaid that
this decree shall operate and have the same effect in Law and
equity as such conveyance had the same been executed agreeably
to this decree - And the Court do further order that said one
thousand Dollars with its Interest one hundred & 66/100 Dollars
now in the hands of this Court be paid over by said Clerk to the
Administrators of said Estate and that said complainants
pay the costs of this case within one hundred and fifty days. and
in default thereof that execution issue therefor.
Attest James H. Gill Clerk

J.R.Swan

Sidney Gilbert } Pleas before his Honor A.Bowen Esqr President
pls } Judge of the 2nd Judicial circuit who presi-
Elisha Adamson } ded at the special request of Joseph R. Swan
Esqr Pusident Judge of this circuit who on
account of absence was unable to attend Robert Nelson Nicho-
las Hathaway and John Cassil Associates Judges at a Court
of Common Pleas began and held at the Court House in the
Town of Marysville within and for the County of Union and State of Ohio on
the twelfth day of July in the year of our Lord one thousand

eight hundred and thirty nine— Be it remembered that heretofore to wit on the Eleventh day of July in the year of our Lord one thousand eight hundred and thirty eight came the Complainant by M. Lawrence Esqr his attorney and filed his bill in Chancery which said Bill reads in the words and figures following to wit. Union County Court of Common Pleas July Term 1838 To the Judges of the said Court Your Petitioner Sidney Gilbert of said County represents that some time in the month of March in the year 1835 So well as your Petitioner can now remember. One Elisha Adamson then of this County but now of the State of Indiana (the County not known) pretending to be in want of money called upon your petitioner at his residence and requested your orator to give him the said Adamson the use of the name of your petitioner as security to the Urbana Banking Company to enable him the said Adamson to draw from said Bank the sum of four hundred dollars that your petitioner at first did not wish to do so but on being urged and told by said Adamson that it would be to him a particular accommodation and that one Lemas Turner and one Aquilla Turner would also go in on said note and on the assertion of said Adamson that he in the mean time (four months) would be able to collect his debts and would certainly pay the same without permitting your petitioner to ever be called on for said sum Your petitioner consented and signed a blank note marked $421.00 the 21$ being for the sum said Adamson alleged would be retained by the Bank for the Interest in advance on the four hundred dollars. that when your petitioner signed said note the names of Elisha Adamson and James Turner were entered above your petitioners and as your petitioner was afterwards informed said Aquilla also signed under your petitioners name that your petitioner signed said note at the request of said Adamson as security for said Adamson and not otherwise. That here the matter rested and the said Adamson shortly after was absent from this place about the month of August or September 1835 that said Adamson then called on business at the Shop of your petitioner That your petitioner then asked said Adamson if he had lifted said note and was informed by said Adamson that the said note had never been discounted at Bank and that he said Adamson had destroyed it and there was no more of it here the matter rested again your petitioner much confiding in the assertion of said Adamson aforesaid— Your petitioner further States that with Surprise he afterwards had said note presented to him in the hands of Counsel for collection So filled up as to be made payable to the order of said Adamson at the Bank aforesaid with the names of James Turner Sidney Gilbert and Aquilla Turner as makers and upon said note said suit has been commenced by said Elisha Adamson accordingly against your petitioner and persons aforesaid which said suit is now pending in the Law Side of this Court— Your petitioner here charges that the doings of said Adamson are iniquitous and unjust in regard to your petitioner to the end therefore that Your petitioner may not be injured in this matter and being as he is without proff of such kind as is admissible at law and wholly remediless by the forms thereof Your petitioner therefore prays that said Adamson may be made defendant to this Bill That your petitioner may be benefited by a discovery of the facts in relation to the signing of said note

as are now in the remembrance and recollection of said Adamson And that he may be compelled to answer fully and particularly all and singular the allegations in this bill contained as fully as though the same was here again put by way of direct interrogatory - and especially that he may speak of the conversation aforesaid as said in the bill of your petitioner - and Your petitioner further prays that the said Adamson may be restrained from proceeding in his case at law aforesaid for the collection of said note until this matter is adjusted - and your petitioner prays other and further relief in the premises - and as in duty bound he will ever pray &c. By M.G. Lawrence his atty

Union County ss Personally appeared Sidney Gilbert who being duly Sworn says that the matters and things Stated in the above bill are true in Substance and in fact to the best of recollection remembrance and belief and further Saith not Sidney Gilbert

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

and afterwards to wit on the 10th day of August in the year of our Lord one thousand eight hundred and forty eight came the said Elisha Adamson by Anthony and Rogers his attys and filed his answer to said bill in the words and figures following to wit

Answer of Elisha Adamson to the bill of discovery of Sidney Gilbert filed in the Court of Common Pleas of Union County Ohio July 11. 1838

The Said Adamson for answer to so much thereof as he is advised is material for him to answer says that the note referred to in said bill was taken by said Respondent in exchange for and satisfaction of another note of about the same amount given to Adamson & Robinson by James and John Turner for a lot of goods bought by them of Adamson and Robinson which last note had become due and they were not able to pay it This Respondent proposed to James Turner to take his note with security payable in the Urbana Bank so that he might procure the money for it and James Turner offered Sidney Gilbert as security - He went as he said to see Gilbert and returned with his answer that he would sign the note along with said James Turner and Aquilla Turner and that when the note was ready he was to let the said Gilbert know who would then come and sign it The note was then written whether by this Respondent or by James Turner he does not remember and therefore cannot State Gilbert then came and signed the note at the Store of James Turner The note was read aloud to said Gilbert by James Turner at the time of his signing it (but whether immediately before or after signing this Respondent does not remember) The said Gilbert before signing said note inquired in the presence of James Turner and Respondent whether there would be any difficulty about the note. James Turner made some answer which Respondent does not remember. and respondent told him if it were discounted and Turners could not lift it he (Respondent) would help them and the note should not be protested James Turner and Respondent afterwards procured the Signature of Aquilla Turner to the note. It was then given to William McDonald one of the Board of Directors of the Urbana Bank to procure its discount by said Bank which discount was then refused. and although it was afterwards agreed to discount it was never done. Some payment was made on the note by James Turner as will appear by reference to it And when I saw him in the Spring of 1836 he asked time and said he would pay it during the ensuing Summer. I thought he was doing well and left the matter so. Sidney Gilbert in the same Spring (1836) enquired of Respondent about the note, and whether

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it was paid. Respondent informed him it was not, that he yet held the note and that it had not been discounted in the Urbana Bank. Some conversation took place in regard to the probable success of James Sumner in business and the probability of his being able to pay the debt in the course of the ensuing summer. This is a full and fair history of said note and of all the transactions thereto relative so far as this Respondent had any hand in them or the said Gilbert any interest in the same. This Respondent especially denies that he ever requested said Gilbert to become Security for him on said note or any other but he admits as he has already stated that after James Sumner had proposed him as security for himself he desired and requested him to become security on said note for the said Sumner and also promised if said note was discounted to help James Sumner if necessary to meet it and that it should not be protested. He further expressly denies that said note was in blank at the time it was signed by the said Gilbert. but was filled up and has never since been altered by this Respondent nor by any other person to his knowledge This Respondent further denies that he ever at any time informed said Gilbert that said note had been destroyed by him and then was no more of it. but on the contrary as already stated informed him that Respondent still held it and it was unpaid in the Spring of 1838 This Respondent denies all fraud whereof he stands charged

Anthony & Rogers Solicitors for Respondent

Elisha Adamson

State of Indiana Parke County ss.

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

Sworn to and Subscribed before me this 27th day of July 1838

Jonathan P. Gibbs J.P. Seal

To which said answer was affixed the following certificate and seal

State of Indiana County of Parke S.S. I John G. Davis Clerk of the circuit Court of said County do hereby certify that Jonathan P. Gibbs Esqr before whom the foregoing deposition of Elisha Adamson was taken was on the day of the date thereof an acting Justice of the peace in & for said County duly elected Commissioned and qualified and acting under the Authority of said State and that full faith and credit are due to his official acts Seal In Testimony whereof I have hereunto set my hand and seal of said Court at Rockville this 27th day of July 1838

John G. Davis Clerk

The above answer was filed the Respondent having, previously to wit on the 13th day of July A.D. 1838 by C. Anthony Esqr his attorney entered his appearance and the cause having been continued And afterwards to wit on the 26th day of Oct 1838 This cause was called and continued and afterwards to wit on the 25th day of April in the year 1839 This cause was continued And afterwards to wit on the day and year first herein aforesaid. to wit on the twelfth day of July A.D. 1839. On motion ordered that this cause be discontinued at the costs of Complainant

Attest James H. Gill Clerk

W.R. Dunn

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

Robert Nelson Nicholas Hathaway
Judges at a Court of Common Pleas
Union and State of Ohio on the twelfth day of July in the year
of our Lord one thousand eight hundred and thirty nine
Be it remembered that heretofore to wit on the sixteenth day of April
in the year of our Lord one thousand eight hundred and thirty
eight came the complainants by M.C. Laurence Esqr their
attorney and filed their petition in Chancery in the words and
figures following to wit Union Court of Com Pleas April Term 1838
David Ripley and Phebe his wife formerly Phebe Coolidge of the County
of Clarke and State of Ohio would respectfully represent unto said
Court That Augustus Coolidge father of said Phebe was in his life
time seized in fee of certain lands lying in Union County That said
Augustus died leaving said lands undisposed of either by will deed
or otherwise that the said land is bounded as follows to wit on the
on the north by Darbys Creek on the west and upon part of
said land by the lands of Cephas and Samuel Recce on the South
and plains side by the land of William Walk and on the South
and Southeast by lands deeded in his life time to John Coolidge
who is now in possession of the same Said land being part of Sur-
vey No. 4277 Virginia Military lands containing 65 acres. That said
Augustus Coolidge left Mary Coolidge his widow John Coolidge James F.
Coolidge Washington Coolidge Mary Coolidge now Mary Gorton and wife of
Benjamin Gorton all residents of said County of Union his heirs at
law who together with your petitioners have held the same in common
since. Your petitioners therefore pray that by the order of the
Court partition may be had in said premises and that the lot
or part of said Phebe as heir to said Augustus may be set off in such
manner as to enable your petitioners to hold and enjoy the same in
severalty or if the same is not susceptible of division then that the
same may be sold and proceeds divided that Justice may be done
Your petitioners pray your writ of Subpoena against the said defts
except said Mary and Benjamin Gorton who enter their appearance
and join in this application Your petitioners State further that
said John Coolidge refuses to do any thing in this matter and their
defts neglect and petitioners ask further relief - M.C. Laurence Sol for Pets
And the said Benjamin Gorton and Mary his wife joint tenants
in common as above Stated pray the petition aforesaid may be enter-
tained and heard and partition for the equal advantage and con-
venience of themselves
M.C. Laurence then Sol
And afterwards to wit on the fifteenth day of April in the year of
our Lord one thousand eight hundred and thirty eight the
following writ of Subpoena issued to wit State of Ohio Union
County ss. Seal To the Sheriff of said County Greeting We com-
mand you to Summon John Coolidge James F. Coolidge &
Washington Coolidge to appear before our Court of Common Pleas
within and for the County of Union at the Court House in said

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County on the 20th Inst. to answer a petition in Chancery exhibited against-
them and Benjamin Gotee and wife by David Reply and Rebe his
wife per pardon and this they shall in no wise omit under the
penalty of one thousand dollars and have you then there this writ
Witness Danl H. Gill Clerk of the Court of Com. Pleas within and
for Said County this Sixteenth day of April A.D. 1838 Danl H. Gill Clerk
which Said writ was afterwards to wit on the 21st day of April last afore
said returned as follows to wit "Served by delivering a certified copy to each
defendant R Clark Sheriff
And afterwards to wit on the Same day and year last aforesaid came the
Said John Coolidge by G. Swan Esqr his attorney and filed his orig-
inal bill which reads in the words and figures following to wit-
To the Honorable the Judges of the Court of Common Pleas of Union County
in the State of Ohio Humbly complaining Sheweth unto your honors
your orator John Coolidge of Said County. That in or about the
year 1818 in the month of January. This orator entered into an agree-
ment with your orators father a copy of which is hereto attached
marked A. by which Said agreement your orator amongst other things
covenanted with Augustus Coolidge his father that in consideration
the Said Augustus his father had given to your orator a farm in Ohio
he would support his said father his life time with the comforts and
necessaries of life and provide a home for the minor Children of
his said Father, Your orator charges that he did execute exactly Said a-
greement and covenants on his part agreeably to the stipulation in Said
Article of agreement and entirely to the satisfaction of your orators
father. Your orator further charges that at the Same time your orator executed
Said Article his said father executed to your orator a deed for the following des-
cribed tract of Land Situate in Said Union County to wit being the Same referred
to in Said Article. beginning at two Elms and a Hickory on the South Side of Big
Darby thence S.55° W. 54 poles to an Elm and Hone thence North 38° W. 46
poles to two burr oaks. thence South 5° W. 91 poles to two hickories thence South
38° E. 42 poles to two burr oaks thence N. 52° E. 44 poles to a burr oak thence
S. 38° E. 74 poles to a burr oak thence N. 52° E. 38 poles to a Stake thence
S. 9° W. 28 poles to Elms on the bank of the Creek and thence down Said
branch with the meanders to its mouth in Darby creek. thence up Darby
creek with its meanders to the beginning containing by estimation nine-
ty Six acres more or less but Said deed was not acknowledged. It was
the understanding that Said deed which was Sealed and delivered in New-
York Should be acknowledged and recorded in Ohio where your orator and
his father were then about removing Your orator and his father about Seven
months afterwards removed to Ohio and there was a Said deed was good
for nothing as it Should have been recorded in Six months The deed was then
given to your orators father for the purpose of having another drawn
out in the mean time it was ascertained that neither David Reed from
whom your orators father purchased nor Lucas Sullivant from whom Reed
purchased was the legal owner of Said land except a few acres Say about
thirty coming through Galloway to Reed for which the defendant obtained
a deed afterwards being about Sixty Six acres for which there was no legal
title either in Said Reed Sullivant or your orators father - Things remain-
ed in this Situation until about the year 1821 when your orators father
died never having returned to your orator Said deed, and never for the
reasons aforesaid having made any other, The deed which your orator
Supposes to be invalid as a conveyance for want of acknowledgment
and which bore date the Same day of Said Article, has been mislaid
lost or destroyed by accident Some time in or about the year 1823 or 1824

The said Jno Sullivant departed this life never having carried his interest in said land so intended to be conveyed by your orators further into grant afterwards a patent was procured by the Heirs of said Sullivant for said land to wit for said 66 acres or thereabouts

Your orator charges that said Augustus Coolidge departed this life intestate leaving your orator James F. Coolidge Phebe D. Coolidge Mary Ann Coolidge and George M. Coolidge his only heirs at law and Mary Coolidge his widow These persons except George M well knowing your orators claim to said land and all the facts relative thereto on the 16th day of August 1824 all of them under their hands and seals executed a deed of release to your orator for said 96 acres of land which will be exhibited on the hearing But owing to the fact that said George M. was then under age your orators Stepmother and his said brother and sisters did not acknowledge said deed. nor did George M. then sign and seal the same but did so after he came of age - Things remained thus until your orators sister Mary Ann married Benjamin Gorton, both of whom your orator prays may be made defendants. and your orators sister Phebe D. married David Ripley both of whom your orator prays may be made defendants to this bill of complainant and your orators Step mother went to reside with Mary Coolidge went to reside with said Benjamin Gorton and whom your orator also prays may be made defendant while said Gorton & wife Ripley & wife and the said Mary said Mary set up a title to part of said land as heir at law and widow entitled to dower of said Augustus your orators father and the said Mary has filed her petition for dower - and the said David Ripley & wife their application for partition of said 66 acres of land Your orator further represents that his two brothers James F. and George M. have relinquished all their right to said lands to your orator, having a proper sense of right and justice but the other defendants his Step mother and his sisters and their husbands both utterly refuse to give your orator any deed of quit claim or other deed for said 66 acres of land so as aforesaid purchased by your orator of his said Father and so relinquished by the said widow and your orators sisters which sale by said defective deed of conveyance and said defendants utterly refuse to acknowledge said deed dated August 16th 1824 all which actings and doings are contrary to equity and good conscience and tend greatly to the wrong and injury of your orator in tender consideration whereof and for as much as your orator is without plain adequate & complete remedy at Law and can only be relieved in this Honorable Court Forth and therefore that the said defendants may severally upon their several corporal oaths true and full answers make to all the matters set forth in this bill and more particularly that said May, Phebe D & Mary Ann May set forth and state on oath and say whether they do not and did not well know of the contract made by this orator with their father above set out and whether for the consideration expressed therein this orator was not to support his father during life and furnish him with the comforts and necessarys of life also a home for his minor children and whether he did not so? whether the said Augustus was not to convey said land & pay to this orator in consideration of said agreement? That said Phebe D. and Mary Ann may say whether their father did not make a deed to your orator before he came to this County for said land - And your orator prays for a writ of subpoena for said defendants May Coolidge David Ripley & wife now residing in Clarke County in this State, and Benjamin Gorton & wife residing in Union County - and on final hearing that your honors would decree

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that said defendants may relinquish by deed all their right title and interest & state and claim to said tract of land and grant your orator such other and further relief in the premises as the nature of his claim requires &c
G Swan atty for complt
And afterwards to wit on the eleventh day of May in the year of our Lord one thousand eight hundred and thirty eight the following writ of Subpoena issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon May Coolidge widow of Augustus Coolidge decsd. Benjamin Gorton and Mary Ann his wife to appear before our Court of Common Pleas of the County of Union at the Court House on the 13th day of July next to answer the matters and things set forth in a Bill in Chancery exhibited in said Court against them by John Coolidge and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ Seal witness James H. Gill Clerk of said Court at the Court House in Marysville this 11th day of May A.D. 1838
James H. Gill Clerk
And afterwards to wit on the 10th day of July in the year of our Lord one thousand eight hundred and thirty eight the Sheriff returned said writ as follows to wit Served by delivering a certified copy to each defendant May 31st 1838
R. Clark Sheriff
And afterwards to wit on the 11th day of May A.D. 1838 writ of subpoena issued directed by mail to the Sheriff of Clark County and never returned
And afterwards to wit on the 26th day of October A.D. 1838 This cause was called and continued - And afterwards to wit on the 17th day of December A.D. 1838 an alias subpoena issued to the defendants in Clark County directed by mail to the Sheriff of said County and never returned. And afterwards to wit on the 25th day of April A.D. 1839 came McLaurence Esqr and entered an appearance for the defts and thereupon this cause was continued -
And afterwards to wit on the same day and year first herein aforesaid to wit on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine - This day came the complainant by G Swan his atty and defendants by Mason and Lawrence their attorneys, and this Cause came on for hearing and was heard and by consent of parties in open Court it is ordered adjudged and decreed that the defendants Darius Ripley and Phebe D. his wife and Benjamin Gorton and Mary Ann his wife shall within ten days from this day give in a quit claim deed to be by them signed Sealed duly acknowledged and delivered to the complainant for the following described tract of land in the bill mentioned to wit Situate in said County of Union Beginning at two Elms near Hickory on the South side of Big Darby thence South 53° W. 54 poles to an Elm and Honey Locust thence N. 38° W. 42 poles to two Burr oaks thence South 52° W. 91 poles to two hickories thence South 38° E. 42 poles to two Burr oaks thence North 52° E. 24 poles to a Burr oak, thence South 38° E. 74 poles to a Burr oak, thence North 52° E. 38 poles to a stake. thence S. 9° W. 28 poles to Elms on the Bank of a Branch, thence down said branch with its meanders to its mouth in Daby creek, thence up Daby creek with its meanders to the beginning containing by estimate ninety six acres of land more or less and in case said defendants do not comply with this decree by the time aforesaid then the same shall be taken and considered in all Courts of law and Equity to have the same operation and effect and be as available as if said deed of conveyance had been executed conformably to this decree. It is further ordered that the complainant

pay the Clerks and Sheriffs costs in this case in 60 days, and the case so far as it regards the claim of Dower of Mary Coolidge is continued
Attest James H. Gill Clerk

William Stewart
vs
Eleanor Stewart
Mariah Gabriel
Jane Stewart
John Stewart
Adaline McDonald
Eleanor Gibson
Joseph Randall

Pleas before his Honor O. Bowen Esq President Judge of the 2nd Judicial circuit who presided at the special request of Joseph R. Swan Esq President Judge of this circuit who on account of absence was unable to attend, Robert Nelson Nicholas Hathaway and John Cassil associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the Seventh day of July in the year of our Lord one thousand eight hundred and thirty eight, the Complainant William Stewart by M. C. Laurence Esq his attorney files the following petition for partition to wit. The Honorable the Court of Common Pleas July Term 1838. Your petitioner William Stewart of said County of Union and State of Ohio would respectfully represent that Joseph Stewart father of your petitioner, died about about the year 1820 at this County seized in fee of the following described lands lying in this County to wit part of Survey No. Virginia Military lands lying on Buck Run in said County beginning at a Sugar tree and Buckeye Southerly corner of James Watkins Survey No 3457 thence with his line N. 38 W. 316 poles to a Sugar tree and Dogwood corner to James Stewarts land thence with his line S. 52 W. 146 poles to three thorns from one Root Southerly corner to said Stewarts land. thence S. 38 E. 316 poles to a large whitoak Elm and Hickory thence north 52 E. 146 poles to the beginning containing 288 acres more or less and being part of James Galloway Jr Survey That the said Joseph died intestate leaving Eleanor Stewart Stewart his widow entitled to dower in said premises and Mariah Stewart now Mariah Gabriel Jane Stewart Polly Stewart afterwards by marriage Polly Randall Eleanor Stewart since married to Jacob Gibson Adaline Stewart since married to James McDonald and John Stewart his legal heirs and Representatives. That Polly Randall died leaving Joseph S. Randall her only heir and now a minor That your petitioner purchased of said Adaline McDonald and James McDonald their estate in the above premises and is entitled to two Seventh of the same Your petitioner further Shows that whilst the same remains in common Your petitioner is not encouraged in improving the same Your petitioner therefore prays that partition may be made in said premises and that so much as belongs to your orator may be set off in severalty to your petitioner. and to that end that Mariah Gabriel Jane Stewart John Stewart Eleanor Gibson and Jacob Gibson together with the said Joseph Randall aforesaid may be made defendants to this petition and that they may answer the allegations of this petition and that on hearing the said premises may be divided according to Law in such manner as that your petitioner may retain his land distinct from the old improvement on said Farm on the north west end of said premises and as in duty bound &c
By M. C. Laurence his Sol.

and afterwards to wit on the 16th day of July A.D. 1838 the following writ of Subpoena issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting - We command you to Summon Stewart and Joseph Randall to appear forthwith before our Court of Common Pleas in and for said County at the Court House in said County to answer a petition in Chancery Exhibited against themselves and others in partition and this they shall in no wise omit under the penalty of one thousand dollars and have then there this writ Seal Witness James H. Gill Clerk of the Court of Common Pleas in and for said County this 16th day of July 1838 James H. Gill Clerk

which said writ was returned forthwith Served as follows to wit Service by delivering to each defendant a certified Copy R. Clark Sheriff And afterwards to wit on the same day and year last aforesaid, on motion to the Court ordered that P. B. Cole Esqr be appointed Guardian ad litem for Joseph Randall a minor and heir of Polly Randall deceased whereupon the said Cole appeared in open Court and accepted said appointment - And afterwards to wit on the 16th day of October A.D. 1838 this cause was called and continued - And afterwards to wit on the 20th day of April A.D. 1839 this cause was called and continued And afterwards to wit on the same day and year first herein aforesaid came the defendants by P.B. Cole Esqr and filed their answer in the words and figures following to wit James Stewart vs Eleanor Stewart et al The said defendants Eleanor Stewart Mariah Gabriel Lane Stewart Jacob Gibson & Eleanor Gibson his wife and John Stewart jointly answer that they cannot gainsay the allegations in Complainants said petition but consent that partition may take place in said premises as complainant prays and in accordance with the plat and Survey made by Wm B. Swain on the 11th of August 1838

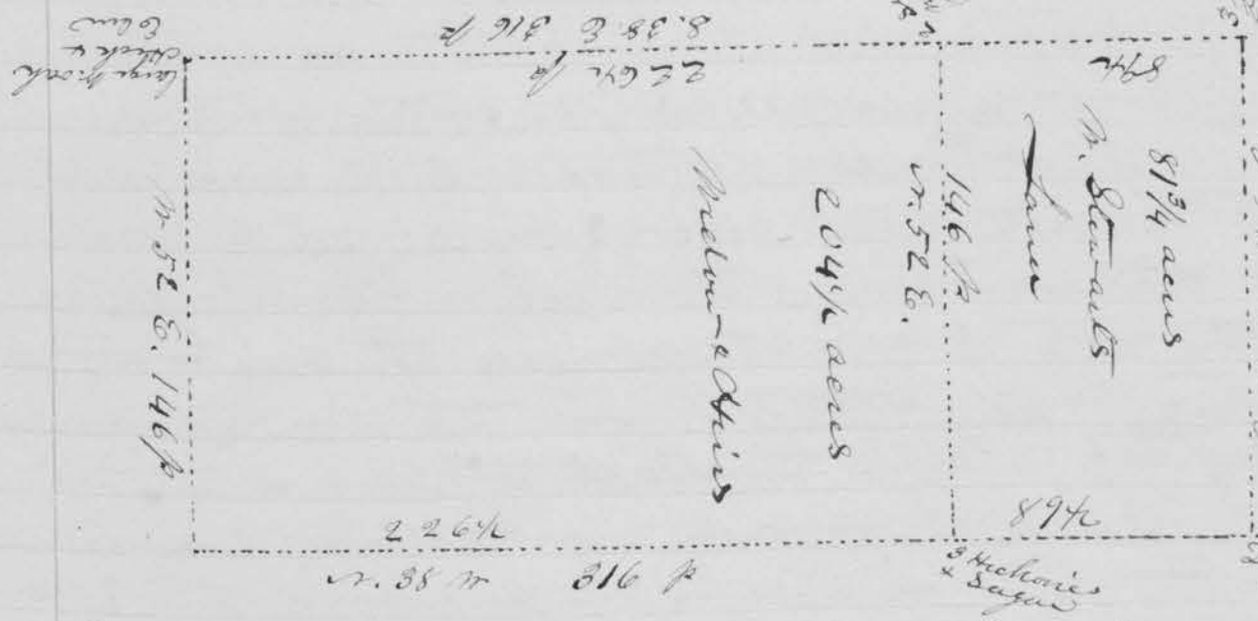
P. B. Cole Sol for defts

And for petition. Joseph Randall one of the defendants a minor by P. B. Cole his Guardian ad litem answers and says he cannot gainsay the prayer of the petition but consents to the same in all things as is defined by the plat filed in this case

P. B. Cole G. ad litem

And afterwards to wit on the same day and year first herein aforesaid came William B. Swain Esqr and filed a plat said lands with notes and bounds as follows to wit

William Stewart
vs
Eleanor Stewart et al



I Hereby certify that I have this day set off unto William Stewart Eighty one & 3/4 acres of land from off the Northwest end of the Survey owned by the heirs of Joseph Stewart decd. Commencing at 2 Sugartrees and a Dogwood the N. E. corner to said Survey, thence with the line of James Stewart S. 52 W. 146 poles to three white thorns from one Root the N. W. corner to the said Survey thence with the west line S. 38. W. 8 7/4 poles to 2 Sugartrees a maple and Buckeye thence N. 52 E. 146 poles to three hickories and Sugartree in the original east line being two Sevenths of the whole Survey all of which is represented by the above plat

August 11th 1838

William B Swain Surveyor

And afterwards to wit on the same day and year first herein aforesaid This cause comes on to be heard on the petitions answers and exhibits upon examination whereof the Court do find that the said William Stewart by the agreement and confession of defendants is entitled to two Seventhes of said premises in said petition described and that the same has been divided by and with the consent of the parties thereto Specifically as is evidenced by the plat and Survey herewith filed It is therefore ordered and decreed that the said William Stewart take receive and hold in Severalty the said eighty one and three fourth acres in the said plat Specified to the exclusion of the other defendants and further that the remaining five Seventhes be held and possessed by defendants to entire exclusion of said William Stewart and it is further ordered that petitioner pay the costs of this application

Attest James H. Gill Clerk

J. W. Swan

Heirs of John Swan decd
vs
Manly S. Butler

Pleas before his Honor C. Bowen Esqr President Judge of the 2nd Judicial circuit who presided at the special request of Joseph R. Swan Esqr President Judge of this circuit who on account of absence was unable to attend, Robert Nelson & Nicholas Hathaway and John Cassil associates Judges. at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twelfth day of July in the year of our Lord one thousand eight hundred and thirty nine — Be it remembered that heretofore to wit on the same day and year last aforesaid came the complainants by M. J. Gilbert Esq their atty and filed his petition in the words and figures following to wit To the Court of Common Pleas of Union County Ohio James Swan et thers the heirs and legal representatives of John Swan respectfully represent that on the 26th day of December 1836 there was Sold by the proper officer of said County for non payment of Taxes the following lands belonging to your petitioners to one Manly S. Butler to wit Survey no 9920 of 1000 acres
" " 9941 " 266⅔ acres
" " 9898 " 200 acres
" " 9899 " 166⅔ acres
" " 9894 " 315 acres

That on the 26th day of October 1838 your petitioners deposited with the Clerk of the Court of Common Pleas of this County the Sum of $159.18 the legal amount necessary to redeem said lands as by the Receipt of said Clerk herewith filed will appear. Your petitioners also represent that they have given the legal notice by publication to said Butler as by a copy thereof and affidavit attached will more fully appear. They therefore pray an order of redemption of said Lands

By M. J. Gilbert their Attorney

which said Notice and affidavit read in the words and figures following to wit State of Ohio Union County ss Manly S Butler will take notice that on the 26th day of October 1838 the heirs and legal representatives of John Swan deposited with the Clerk of the Court of Common Pleas of Union County the legal amount necessary to redeem the following lands bought by said Butler for taxes on the 26th day of December 1836 to wit 1000 acres Survey No. 9920. 266⅔ acres Survey no 9941. 200 acres Survey no 9898. 166⅔ acres Survey no 9899-

315 acres Survey 9894 all in said Union County and that the said heirs and legal representatives will apply to the next Court of Common Pleas of said County for an order of redemption as provided by Law. May 1st 1839 M.J. Gilbert atty this &c

State of Ohio Union County ss Personally appeared in open Court Stephen McCain one of the publishers of the Freedom and Union County advertiser a newspaper published in Union County Ohio and of General circulation therein who being duly Sworn according to Law Says that the annexed notice has been published therein for Six consecutive weeks prior to the present Term of this Court, of which, said notice is one. Stephen McCain

Sworn to and Subscribed in open Court this 12th day of July 1839

James H. Gill Clerk

The said Receipt referred to in the above application reads in the words and figures following to wit Received Oct. 26th 1838 of the Heirs and legal representatives of John Swan deced the Sum of one hundred and fifty nine Dollars and eighteen cents in Specie by the hand of M.J. Gilbert deposited with me for the Redemption of the following lands Sold by the Treasurer of Union County Ohio on the 26th day of December 1836. for Taxes it being the amount of Taxes for which they were sold. Interest and penalty thereon Taxes Subsequently paid & Sold to Manly S Butler and in the name of John Swan No 9920 of 1000 acres No 9941 of 266⅔ acres No 9898 of 200 acres No 9899 of 166⅔ acres and No 9894 of 315 acres In Jackson Township except the last which is in York Township Union County Jas. H. Gill Clerk U.C.P.

And afterwards to wit on the same day and year last aforesaid the Heirs and legal representatives of John Swan deceased this day appeared in open Court and made application to redeem the following real estate Sold for Taxes on the 26th day of December A.D. 1836 to Manly S. Butler to wit Survey No 9920 of one thousand acres

ditto " 9941 of Two hundred and Sixty Six & two thirds acres

ditto " 9989 of Two hundred acres

ditto " 9899 of one hundred Sixty Six & two thirds acres

ditto " 9894 of Three hundred and fifteen acres

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

Attest James H. Gill Clerk

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George Cowgill
vs
Jacob Dilsaver

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hatsaing and John Castle his associates Judges of a Court of Common Pleas began and holden at the Court House in the Town of Thompsonville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine— Be it remembered that heretofore to wit on the twenty fifth day of April in the year last aforesaid came the Plaintiff by J. W. Powell Esqr his Attorney and filed the following Transcript from the Docket of John P. Brookins Esqr to wit—

George Cowgill
vs
Jacob Dilsaver

Action of Trespass on the case, damages sustained by non performance of written contract
Amt claimed by plaintiff $15.00
February 22nd 1839 Rec'd filed by the plaintiff and Summons issued and delivered to Alexander Const. for appearance of the defendant on the 28th day of February in the year 1839 at 12 o'clock M. which was returned in due time endorsed Served Feb 22nd by reading in the hearing of the within named Jacob Dilsaver Fees Serv. 10cts mileage 15cts A. Douglas const— Feby 27th on application of the Defendant Subpoenas delivered to the Sheff. for the appearance of Robert Cottrill, Samuel Cottrill and James Low on the 28th day of February A.D. 1839 at 12 o'clock M. also issued subpoena delivered to Alex Douglas const for appearance of Eleazar Rose on the 28th day of Feb. 1839 at 12 o'clock M.

Sum. 12½
Sub for 1 wit. 12½
" " 3 wit 20½
" Affat. 16½
Seven writs .24
Consts fees .45
6 writs 3.00
Judgt .25
Bail .25
Transcpt .31¼
$5.12

Feb 27th 1839 Subpoena returned endorsed Served Feb 27th by reading in the hearing of Eleazar Rose fees Serv. 10cts Milage 10cts A. Douglas const
Subpoena returned by deft. in due time endorsed Served by reading to the within named Robert Cottrill Samuel Cottrill & James Low on the 27th day of Feb 1839
Jacob Delsaver deft

February 28th 1839 on application of the deft Subpoena issued and delivered to Sheff for appearance forthwith of Alexander Cowgill & Jacob Swain which was returned in due time endorsed Served by reading to the named on the 28th day of Feb. 1839
George Cowgill Sh'ff

February 28th 1839 12 o'clock M.
Parties present Trial had Alexander Cowgill and Jacob Swain were severally sworn and examined as witnesses for the Plaintiff Robert Cottrill Samuel Cottrill James Low and Eleazar Rose were severally sworn and examined as witnesses for the defendant— It is therefore considered by me that the Plaintiff hath no cause of action nor claim in the premises against the defendant and that the Defendant recover of the Plaintiff his costs herein laged at four dollars and fifty six cents March the 7th 1839 Execution issued and delivered to Alexander Douglas const. State of Ohio George Cowgill appears as follows In the action of George Cowgill against Jacob Delsaver I Alexander Cowgill acknowledge myself bail for the appellant in the sum of Fifty dollars to be levied of my goods chattels lands & tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas Alexander Cowgill

Taken sign
year 1839
March 9
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And on
J. W. Powe
Philip. Plun
Union C
George
vs
Jacob D

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

March 9th 1839 Execution recalled — The State of Ohio Union County Claibourne Township S.S. I do hereby certify that the above is a full and True Copy from my Docket of the proceedings had by and before me in the above cause John P. Brookins J.P. of the aforesaid Township And on the same 25th day of April A.D. 1839 the complainant by J.W. Powell his attorney filed his Transcript from the Docket of Philip Plummer Esqr which reads as follows to wit State of Ohio Union County ss

George Cowgill vs Jacob Dilsaver — Feb 1st 1839 Suit brot on Debt & damages bill of particulars filed as July A.D. 1837 To one Cow at $24.00 and damages claimed by not performing a certain Deb of Clearing Ten dollars $10.00 Summons issued and delivered to Thomas Signor Constable for the defendant to appear on the 1st of Feb. 1839 at 10 oclock P.M. Also Subpoena for John Shisler for defdt— Summons returned personally served Feb. 2nd 1839 by reading to the defendant Thos Signor const Feb 4th issued Subpoena for the defendant for the following witnesses Robert Kennady Robert Cotrill Samuel Cotrill Samuel Cotrill Eleazar Rose and Isaac Gearhart and delivered same to Jacob Dilsaver defdt— Feb 5th 1839 Subpoena returned served personally by reading to the witnesses Jacob Dilsaver defendant Feb 15th 1839 the parties appeared at the time appointed and the defendant plead the general issue and gave the Plaintiff notice of the misjoinder of actions, to wit consolodating two distinct and separate actions in one suit to wit Debt & damage whereupon that part of the bill was agreed to be Stricken out which created the misjoinder namely the Item for ten dollars damage, then proceeded to trial for the debt of Twenty four dollars for the Cow Alex Cowgill Sworn and examined for the Plaintiff. the Defendant then plead the general issue and gave the Plaintiff notice of the following Items of account— claimed as an offsett January 1837 to 1 days work 50 December to one Cow of Hay 5.00 To cash by A. Cowgill 1.50 To clearing 3 acres of land 18.00 Oct 1838 To 1040 pounds of hay 3.50=$28.50 January 6th 1839 Jacob Dilsaver. and Interest of claimed by the Plaintiff Witnesses Sworn and Examined for the defendant as follows John Shisler Robert Cotrill Samuel Cotrill Eleazer Rose and Isaac Gearhart Trial then had whereupon it was considered by me that the defendant pay to the plaintiff was indebted to the defendant in the Sum two dollars and twenty five cents for which I hereby render Judgment and that the defendant recover of the Plaintiff his costs Taxed at Two dollars and eight nine cents The plaintiff gave notice of appeal Feb 11th Alexander Cowgill entered in bond for the appellant of fifty dollars

Sum.		.12½
Sub for writ.		12½
Swear 2 writs		.08
Cond fee		.45
2 writs		1.00
Transcpt		.31
Bail		.25
	$	2.34
Defts costs		
Sub for 5 writs		.28
Swear 4 "		.16
Judg		.25
4 writs		2.00
	$	2.69

State of Ohio Union County Claibourne Township — I do hereby certify that the above is a full and True copy from my Docket of the proceedings had by and before me in the above case

Philip Plumer J.P.
of Claibourne Township

And afterwards to wit on the 26th day of April in the year 1839 the Plaintiff by J. W. Powell Esqr filed his declaration in the words & figures following to wit Union County ss Com. Pleas April Term 1839 George Cowgill by J. W. Powell complains of Jacob Dilsaver in a plea of assumpsit for that whereas the said Jacob Dilsaver on the 31st day of July 1837 at the said County of Union for and in consideration that the said George Cowgill had then and there bargained sold and delivered to him the said Jacob a cow undertook and promised the said George that he the said Jacob would pay the said George for the said cow Six dollars in cash and clear three acres of ground. all the timber to be cut down and the ground made fit for rolling by the 25th of December then next, said Jacob to cut all the timber in rail lengths that will make rails and board himself while doing the work: and although the said Jacob in pursuance of his said promise & undertakings did then and there enter upon the land & ground of the said George and commenced to clear the said three acres of ground as aforesaid, Yet the said Jacob although often requested so to do and although the said 25th of December has long since elapsed has not as yet paid for the said cow nor has he paid the said sum of six dollars nor any part thereof, nor has he cleared the said ground according to his said promises and undertakings but on the contrary thereof has wholly neglected & refused so to do, by means thereof the said George has lost the rent use & profits he would have received from the use and occupancy of the said ground had the same been cleared as aforesaid amounting to a large sum, to wit, fifteen dollars. And also for that whereas the said Jacob Dilsaver on the day and year last aforesaid at Union County aforesaid was indebted to the said George in the sum of Sixty dollars for a cow and other goods & chattels then and there by the said George sold and delivered to the said Jacob at his request and the said Jacob being so indebted in consideration thereof afterwards to wit on the same day and year aforesaid at Union County aforesaid undertook & promised to pay the said George the said sum of money last aforesaid when he should be thereto afterwards requested Yet the said Jacob though often requested so to do has not yet paid the said sum of money or any part thereof but has wholly neglected & refused so to do to the damage of the plaintiff fifty dollars and therefore he sues &c J. W. Powell Plffs atty

And afterwards to wit on the 31st day of October in the year 1839 the Defendant by James W. Crawford his attorney filed his plea which reads in the words and figures following to wit Union County ss Union Court of Common Pleas July Term 1839 George Cowgill vs Jacob Dilsaver Assumpsit, and the said Jacob Dilsaver by his attorney J. W. Crawford comes and defends &c and says that he did not assume and promise in manner and form as the said George Cowgill hath declared against him and of this he puts himself upon the country and the said George Cowgill doth the like By his Atty J. W. Crawford

The Plaintiff will also take notice that the defendant on the trial of this cause will give in evidence and insist that the Plaintiff at the commencement of this suit was and still is indebted to the defendant in the sum of ninety nine dollars for the work and labor of the defendant done and performed in and about the business of the plaintiff at his request. also in the further sum of ninety nine dollars for so much goods and merchandize by the defendant sold and delivered to the Plaintiff at his request

also in the further Sum of Thirty dollars lent and advanced by the plaintiff defendant to the plaintiff his request. also in the Sum of Thirty dollars for money before that time received by the plaintiff for the use of the defendant and also in the Sum of Thirty dollars for money found to be due from the plaintiff to the defendant on an account Stated between them and that the defendant will set off on said Trial so much of the Several Sums of money so due and owing from the plaintiff to the Said defendant against any demand of the said plaintiff to be proved on the Said Trial as will be sufficient to Satisfy and discharge such demand. and will also then and there demand a Judgment against the Said plaintiff for the Balance of Said Several Sums of money due to the Said defendant according to the Statute in such case made and provided

S. W. Crawford Atty for Defts

and afterwards to wit on the first day of Nov. 1839 the Plaintiff filed his bail Bond as follows to wit

George Cowgill vs Jacob Dilsaver } appeal from the Judgment of Philip Plummer a Justice of the peace

In the action of George Cowgill against Jacob Dilsaver I acknowledge myself bail for the appellant in the Sum of fifty dollars to be levied on my goods and chattels lands and Tenements in case the appellant Shall be condemned in this action and Shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

Signed & acknowledged in open Court Nov 1st 1839 George Clark

James H. Gill Clk

and afterwards to wit on the Same day and year first herein aforesaid to wit on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine came the parties by their Attorneys and thereupon came a Jury to wit Mordecai Bonyhan Daniel Longbrake Sidney Johnson Robert Graham Silas A. McDowell Joseph Gibson Samuel H. Dodd A. A Woodworth William Porter Adam Richey. James Reed Sr and Samuel N. Reed who being empannelled and Sworn the truth to Speak upon the Issue joined between the parties upon their oaths do say that the defendant did not assume and promise in manner and form as the plaintiff in his declaration hath complained against him and the Jury aforesaid do find due from the plaintiff to the defendant the Sum of one dollar and twenty five cents. It is therefore considered that the said defendant recover of the said Plaintiff the said Sum of $1.25 the balance found by the Jury aforesaid due to him and also his costs in this behalf expended taxed at dollars and cents

Attest James H. Gill Clk

J. R. Swan

Solomon Thrasher vs Henry Kezartee } Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Caple his associate Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the eighteenth day of April in the year 1839 the Plaintiff by John F. Kinney his attorney issued out of the Clerks

office of said Court the following writ of Summons to wit The State of
Ohio Union County ss To the Sheriff of said County Greeting
We command you to Summon Henry Negatee to appear before our
Court of Common Pleas of the County aforesaid at the Court House
in said County on the First day of next Term to answer unto Solomon
Thashee in a plea of Trespass Damages Five hundred dollars and have you
then there this writ Test James H. Gill Clerk of said Court
at the Court House aforesaid this 18th day of April A.D. 1839
James H. Gill Clerk
endorsement as follows to wit, Suit Writ to recover damages for an
assault and Battery committed by Henry Negatee on the body of
Solomon Thashee on or about the 16th last April 18th 1839 L. F. Kinney atty for Plff
And afterwards to wit on the 22nd day of April A.D. 1839 the Sheriff made
return of said writ in the words and figures following to wit Served
by delivering a certified copy to defendant April 18th 1839 R. Clark Shff
And afterwards to wit on the 25th day of April A.D. 1839 the plaintiff
by L. F. Kinney his attorney filed his declaration in the words and
figures following to wit Court of Common Pleas Union County
April Term 1839 Solomon Thashee complains of Henry Negatee
in a plea of Trespass for that whereas the said Negatee on the 16th
day of April A.D. 1839 at the County aforesaid with force and arms
in and upon the said Solomon Thashee made an assault and
him then and there beat Bruised wounded and ill treated and
other enormities to the said Solomon Thashee the said Henry Negatee
then and there did against the peace and to the damage of the
damage of the said Solomon Five hundred dollars
and whereas also on the day and year last aforesaid the said Henry
Negatee at the County aforesaid being instigated by the devil and with
out the fear of God before his eyes with force and arms did make
an other assault upon the body of him the said Solomon Thashee
and pulled him the said Solomon upon the ground and violently
beat bruised, pickled, wounded, whipped and ill treated him the
said Solomon by which the said Solomon was for a long space of time
confined to his room unable to perform his common and necessary labor
and obliged to pay large and heavy doctor bills for attending upon him
the said Solomon to the damage of him the said Solomon of Five
hundred dollars and therefore he brings his suit Hall & Kinney attys for Plff
And afterwards to wit on the 12th day of July in the year 1839 the defend
ant by W. C. Lawrence his attorney filed his plea in the words and figures
following to wit Henry Negatee ads Solomon Thashee Union Com Pleas
April Term 1839 Tr Trespass And the said Henry comes and de-
fends the wrong & injury when &c and says that he is not Guilty in
manner and form as the said Solomon hath thereof complained
against him, and of this he puts himself upon the country and
the plaintiff doth the like By W. C. Lawrence his attorney
And afterwards to wit on the day and year last within aforesaid to wit
now here on the 31st day of October in the year 1839 came the parties
by their attorneys and thereupon came a Jury to wit William McCamp
bell A. A. Williams James Riddle William B. Swain Hall
Winchester Isaac Anderson Elephus Burnham John F. Sabin Joseph
H. Richey William Herd James Cluggage & Samuel Graham
who being empannelled and sworn the truth to speak upon the issue
joined between the parties upon their oaths do say that the said
Henry Negatee is Guilty in manner and form as the said Solomon
Thashee hath in his declaration alledged against him, and they

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Daniel
vs
William H

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assess the damages by reason thereof to three dollars and fifty cents. It is therefor considered that the said Solomon Thrasher recover of the said Henry Reynolds the said sum of three dollars and fifty cents his damages aforesaid in form aforesaid assessed
Attest James H. Gill Clerk

Daniel Swartz
vs
William Hamilton

Pleas before his Honor Joseph H. Larwell Esqr President and Robert Nelson Nicholas Hatch away and John Cassil his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 31st day of October in the year A.D. 1839. Be it remembered that heretofore to wit on the 25th day of April in the year A.D. 1839 came the plaintiff by W. Powell Esqr his attorney and filed the following Transcript from the docket of John F. Brookins Esqr a Justice of the peace in said County of Union to wit—

Daniel Swartz vs William Hamilton — Suit Brought on contract Bill filed by plaintiff Amt Claimed by plaintiff $23.00 November 27th 1838 Summons issued for the appearance of defendant November 30th 1838 at 10 o'clock A.M. and delivered to Thomas Tigner Constable Nov. 27th on application of the plaintiff Subpoenas issued for the appearance of Isaac Gearhart & Joseph Wilson on the 30th Nov. at 10 o'clock A.M. and delivered to Thomas Tigner constable Judy for Deft $ 18.40 Nov 27th on application of the defendant Subpoenas issued for the appearance of Lorenzo D. Bebe Lazarus Hartley Samuel Love Samuel Graham and William Sipples on the 30th Nov at 10 o'clock A.M. and delivered to Thomas Tigner constable. Nov. 28th 1838 on application of the plaintiff Subpoenas issued for the appearance of Charles Mose on the 30th Nov. at 10 o'clock A.M. and delivered to plaintiff. Nov 28th on application of defts Subpoena issued and delivered for William Sipples and Samuel Graham to wit work. Nov 30th 1838 Summons returned endorsed Served by leaving a copy at the dwelling house of the defendant on the 28th Nov. 1838 (fees 1.17½ cts) Thomas Tigner constable Plffs first Subpoena returned in due time endorsed Served by reading personally on the 28th Nov. 1838 to each individual therein named Const fees 25cts Tho Tigner const. defendant Subpoena returned in due time Endorsed Served by reading personally on the 28th Nov. 1838 to each person therein named Const fees $1.05 Tho Tigner const. Deft 2nd Subpoena returned Endorsed Served by reading on the 28th Nov. & 30th Wm Hamilton deft Plffs 2nd Subpoena returned 30th Nov. endorsed Served by reading the within personally on the 29th day of Nov. 1838 Daniel Swartz plaintiff November 30th 1838 10 o'clock A.M. Parties appeared defendant files his offset Trial had Isaac Gearhart Joseph Wilson & Charles Mose were severally qualified and examined as witnesses for the plaintiff and Lorenzo D. Bebe Lazarus Hartley Samuel Love Samuel Graham and William Sipples were severally Sworn and examined for the defendant and the case was adjourned for further consideration until Saturday the 1st day of December 1838 at 2 o'clock P.M. December 1st 1838 2 o'clock P.M. from the proofs & allegations in the above case it is considered by me that the defendant recover of the Plaintiff the sum of Eighteen dollars and forty cents debt and costs of suit taxed at Six dollars seventy two and a half cents

Jus fees	1.27
Const	1.47½
Witness	4.00
Taking Bail	.25
Transcript	.31¼

Daniel Swartz appeared and appealed this cause In the action of Danie Swartz against William Hamilton & Henry Swartz acknowledge myself Bail for the appellant in the sum of fifty one dollars to the levies of my goods and chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas Henry Swartz
Taken signed and acknowledged this seventh day of December A.D. 1838 before me John P. Brookins J.P.
The State of Ohio Union County Claibourne Township S.S.
I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause
John P. Brookins J.P. of the aforesaid Township
And afterwards to wit on the 26th day of April in the year A.D. 1839 the Plaintiff by T. W. Powell Esq his attorney filed his declaration as follows to wit Union County ss Com. Pleas April Term 1839
Daniel Swarts by Powell his attorney complains of William Hamilton for that whereas the said Williams on the first day of September 1838 at Union County aforesaid was indebted to the said Daniel in the sum of ninety dollars for materials and work and labor by the said Daniel before that time furnished, procured, done and performed to and for the said William at his request and being so indebted he the said William afterwards to wit on the same day and year last aforesaid, at Union County aforesaid in consideration thereof undertook and promised to pay the said Daniel the said sum of money when he should be thereto afterwards requested, Yet the said William though often requested so to do has not as yet paid the said sum of money or any part thereof but has wholly neglected and refused so to do to the damage of the said Daniel ninety dollars and therefore he sues &c T. W. Powell Plffs attorney
And afterwards to wit on the 18th day of June in the year 1839 the defft by W. C. Lawrence his attorney filed his plea in the words and figures following to wit William Hamilton ads Daniel Swarts Union Com Pleas April 1839 And the said William comes and defends &c and says that he did not assume and promise in manner and form as the said Daniel hath declared against him, and of this he puts himself upon the country and the said Daniel doth the like
the plaintiff will also take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the time of the commencement of this suit was and still is indebted to the defendant in the sum of one hundred dollars for the price & value of goods before that time sold and delivered by defendant to plaintiff at his request and also in the sum of $100.00 for the price and value of work before that time done and materials for the same provided by defendant for the plaintiff at his request, and also in the sum of 100.$ for money lent by defendant to plaintiff at his request and also in the sum of $100. for money received before that time by plaintiff for the use of defft. and also in the sum of 50.$ for money found to be due defendant from plaintiff on an account before that time stated between them and the defendant on trial will set off so much of the said several sums of money so due and owing from plaintiff to defendant against any demand the plaintiff may prove due from defft and demand a Judgment for the balance of the said several sums of money so found to be due defendant from the plaintiff according to the Statutes By W. C. Lawrence his attorney

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John Robinson
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James A.
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and afterwards to wit on the day and year first-herein aforesaid to wit on the 31st day of October in the year of our Lord one thousand eight-hundred and thirty nine, came the parties by their attorneys and thereupon came a Jury to wit James Rea & George Westlake Levi Churchill Richard W. Atkinson John Robinson George Kensell James Turner Thomas Ash Silas Porter Sam'l D. Evans Asahel A. Woodworth and James Hood who being empannelled and sworn the truth to speak upon the issue Joined between the parties upon their oaths do say that the said dft did assume and promise in manner and form as the plaintiff hath complained against-him and they assess the damages by reason thereof to Eight-dollars & It is therefore considered that the plaintiff recover of the defendant the said sum of 8$ his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at

Attest James A. Lee Clerk

J. R. Swan

James A. McCain
vs
William Campbell

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Caple 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 thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the 24th day of April in the year of our Lord one thousand eight hundred and thirty nine the dft by A. Hall Esqr his attorney filed herein the following Transcript from the docket of Ira Wood a Justice of the peace in and for Union County aforesaid, to wit,

State of Ohio Union County ss
James A. McCain Plff
vs
Wm Campbill dft
Debt $68.22½ cts
Fees costs Judgt .12½
Satis .10
Contin .10
Trial .25
Bail .25
Transcript .31¼

Paris Township

Suit Brought on note endorsed by defendant Nov. 5th 1838 a Summons issued to Abel Marks constable returnable on the 10th day of Nov at 1 oclock P.M. 1838 which was returned in due time endorsed Served by reading Service $-10 Milage $-5 = $-15 cts

Nov 10th The parties appeared on application of Defendant a continuance was granted until the 16th Nov. 16th The parties present and ready for trial After hearing the proofs and allegations of the parties It is confidered by me that the plaintiff recover of the defendant the sum of Sixty eight Dollars twenty two ½ cents and costs of suit. In the action of James A. McCain against Wm Campbell I James M. Evans do acknowledge myself Bail for the appellant in the sum of one hundred and thirty eight and nine cents to be levied on my goods & chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

I certify the above to be a true Transcript from my docket Given under my hand and seal this 24th day of April 1839

Ira Wood J. P. [seal]

And afterwards to wit on the 16th day of May in the year 1839 the plaintiff by Mr Lawrence his counsel filed his declaration as follows to wit State of Ohio Union County ss Union County Court of Com Pleas of the Term of April in the year 1839

James H. McCain complains of William Campbell in a plea of
a pun pair for that Merrill Royce John Turner and Constant Bacon
heretofore to wit on the 17th day of August in the year 1836 at the County aforesaid
made their promissory note in writing bearing date the day and year aforesaid
and then and there thereby promised to pay Sixty days after the date thereof
to the said defendant or order the sum of Sixty dollars for value Received
and then and there delivered the said promissory note to the said defendant
and the said defendant to whom or to whose order the payment of the said
sum of money in the said promissory note specified was to be made
after the making of the said promissory note before the payment of the
said sum therein specified became due to wit on the 22nd day of August
in the year aforesaid at the County aforesaid endorsed the said promissory
note by which said endorsement he the said defendant then and there
ordered and appointed the said sum of money in the said promissory
specified to be paid to said plaintiff and then and there delivered the
said promissory note to the plaintiff so endorsed as aforesaid, and
the said plaintiff avers that afterwards when the said note became
due according to the tenor and effect thereof, to wit, on the twentieth day
of October in the year 1836 at the County aforesaid, the said promissory
note was duly presented and shown to the said makers for payment
thereof and payment thereof was duly demanded and required
according to the tenor and effect of the said promissory note.
But that neither the said Merrill Royce John Turner and
Constant Bacon nor either of them nor any other person
on their behalf did or would at the said time when the said promi
ssory note was presented shown and demanded as aforesaid or
at any time before or afterwards pay the said sum of money therein
specified or any part thereof but wholly neglected and refused so to do, of
all which said several premises the said defendant afterwards to wit on the
day and year last aforesaid at the County aforesaid had notice by means
whereof the said defendant became liable to pay to the said plaintiff the said
sum of money in the said promissory note specified when he the said defend
ant should be there afterwards requested, and being so liable he the said
defendant in consideration thereof afterwards to wit on the day and year
last aforesaid at the County aforesaid undertook and then and there faith
fully promised the said plaintiff to pay him the said sum of money in
the said promissory note specified when he the said defendant should
be there afterwards requested - And for that whereas the said defend
on the first day of November in the year 1836 at the County aforesaid
was indebted to the plaintiff in the further sum of Seventy dollars for
the price and value of divers Horses, mares, cows and mules by
the said plaintiff before that time, sold and delivered to the said
defendant and at his special instance and request, and in
the further sum of Seventy dollars for money found to be due from
the defendant to the plaintiff on an account then and there stated
between them and for that whereas Merrill Royce John Turner and Con
stant Bacon heretofore to wit on the 17th day of August in the year 1836 at
the County aforesaid made their certain promissory note in writing bear-
ing date the day and year aforesaid and thereby then and there prom
ised to pay Sixty days after the date thereof to the said defendant or
order the sum of Sixty dollars for value Received, and then and
there delivered the said promissory note to the said defendant
and the said defendant - to whom or to whose order the payment
of the said sum of money in the said promissory note specified
was to be made after the making of the said promissory note

before the payment of the said Sum therein Specified became due to wit on the 22nd of August in the year 1836 endorsed the said promissory note, by which said endorsement he the said defendant then and there ordered and appointed the said Sum of money in the said promissory note Specified to be paid to one Sarah McCain and then and there delivered the said promissory note to the said Sarah so endorsed as aforesaid who then and there endorsed and delivered the said promissory note to the said plaintiff so endorsed as aforesaid and the said plaintiff avers that afterwards when the said note became due according to the tenor and effect thereof, to wit, on the twentieth day of October in the year 1836 at the County aforesaid, the said promissory note was duly presented and shown to the said makers for payment thereof and payment thereof was duly demanded and required according to the tenor and effect of the said promisory note But that the said Merrill Royce John Turner and Constant Bacon nor either or any of them or any other person in their behalf did or would at the time the said promissory note was presented shown and demanded as aforesaid or at any time before or afterwards pay the said Sum of money therein Specified or any part thereof But wholly neglected so to do of all which said several premises the said defendant afterwards, to wit, on the 25th day of October 1836 at the County aforesaid had notice by means whereof the said defendant became liable to pay the same then to the said plaintiff the said Sum of money in the said promisory note Specified when he the said defendant should be thereto afterwards requested And being so liable he the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook then and there and then and there faithfully promised the said plaintiff to pay him the said Sum of money in the said note Specified when he the said defendant should be thereto afterwards requested And for that whereas Merrill Royce John Turner and Constant Bacon on the 17th day of August in the year 1836 at the County of Union aforesaid made their promisory note in writing, and thereby promised to pay to William Campbell or order Sixty dollars in Sixty days from date thereof which time has now elapsed and then and there delivered the said note to the said William Campbell and the said William Campbell on the 22nd of the month & year last aforesaid endorsed the same to Sarah McCain and the said Sarah endorsed the same to the said J. A. McCain, and the said plaintiff avers that said Royce Turner and Bacon did not pay the amount thereof altho the same was then presented to and demanded of them on the day when it became due of all which the said defendant then and there had notice and whereas the said defendant afterwards to wit on the first day of November in the year 1836 in consideration of the premises then and there promised to pay the amount of the said note to the said plaintiff on request Yet he hath disregarded his promises and hath not paid the said several Sums of money nor any part thereof nor either of them to the damage of the plaintiff Seventy five dollars and therefore he brings suit &c

By W. G. Lawrence his atty

And afterwards to wit on the 23 day of May A.D. 1839 the defts by M. Hall his atty filed the following plea to wit Wm Campbell adm Sam A. McCain Assumpsit In Union Common Pleas April Term 1839

And the said defendant comes and defends and says that he did not assume and promise in manner and form as the plaintiff hath complained against and of this he puts himself upon the Country

M. Hall atty for deft

and afterwards to wit on the 12th day of July in the year 1839
came the parties by their attornies and thereupon came a Jury
to wit Elias Johnson Jesse Porter David Ballard Mordecai Bingham
Joseph Gibson Nathan Kelsey Michael Shook Adam Wolfarth
Jesse Batchelor James H. Evans James Riddle and Norman
Chipman who being empannelled and sworn the truth to speak upon
the issue joined between the parties upon their oaths do say that
the defendant did assume and promise in manner and form as
the said plaintiff hath complained against him. and they assess
the damages of the said plaintiff by reason thereof, to Sixty Nine
dollars and eighty eight cents / and thereupon the defendant
moved the Court for a new trial for reasons on file and the motion
is continued Said reasons for a new Trial are as follows to wit

James A. McClain } In Assumpsit The defendant moves the Court
vs } for a new trial for the following reasons
William Campbell } 1st That no demand of the makers of the note in
question of which the defendant was the indorser was made by the
plaintiff and It was proven that the legal title and property in
said note was in one Sarah McClain and not in Plff 3 It
was not proven that the plaintiff used due dilligence or had made
a demand of the makers or given notice within a reasonable
time after the note became due 4 It was proven that no
demand had been made of one of the makers of said note
and the declaration charges no reason why demand could not
be made 5th Verdict was against Law Equity & Common
Sense A. Hall for Defts

And afterwards to wit on the day and year first herein aforesaid
The following entry was made upon the journals of said Court to wit

James A McClain } Verdict of Jury at last Term
vs } The motion made herein at last Term
William Campbell } for a new Trial in this cause is this
day overruled by the Court Therefore It is considered by
the Court that the plaintiff recover of the defendant the
sum of Sixty nine dollars and eighty eight cents the
damages assessed by the Jury together with his costs in
this behalf expended Taxed at dollars cents
Attest James H. Gill Clerk J. R. Swan

Joseph B. Mendenhall for the
use of Robert Goldsberry
David H. Troy } Pleas before his Honor Joseph R. Swan Esqr Pres-
vs } ident and Robert Nelson Nicholas Hathaway
David H. Troy } and John Caple his associate Judges of the
Court of Common Pleas began and held at the
Court House in the Town of Marysville within
and for the County of Union and State of Ohio on the thirty first day of
October in the year of our Lord one thousand eight hundred and thirty
nine. Be it remembered that heretofore to wit on the 12th day of July
in the year of our Lord 1839 the plaintiff by Brush & Gilbert his attys
sued out the following writ of Summons to wit State of Ohio
Union County ss To the Sheriff of said County Greeting We
command you to summon David H. Troy to appear forthwith
before the Judges of our Court of Common Pleas in and for the
County aforesaid at the Court House in said County to answer unto
Joseph B. Mendenhall for use in a plea of Debt for $225.00 damages Five

hundred dollars and have you then there this writ with Seal Witness James H. Gill Clerk of said Court at the Court House aforesaid this 11th day of July A.D. 1839 James H. Gill Clerk

endorsement as follows, to wit: This action is brought upon a Judgment in the Court of Common Pleas of Franklin County Ohio, in which Joseph B. Merely at the August Term A.D. 1829 recovered of the said David H. Croy the Sum of one hundred and ninety six dollars and four cents for his damages together with twenty nine dollars and seven and one half cents for his costs in that behalf expended making in all the sum of dollars and cents to the damage of the plaintiff of five hundred dollars

Bush & Gilbert atty for Pff

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

And afterwards to wit on the 13th day of July last aforesaid the plaintiff by his said attys filed his declaration as follows to wit, State of Ohio Union County Court of Common Pleas of the Term of July one thousand eight hundred and thirty nine Union County ss— David H. Croy defendant in this suit was summoned to answer unto Joseph B. Merely who sues for the use of Robert Golliday plaintiff in this suit, of a plea that he render to the said plaintiff the sum of two hundred and twenty five dollars and eleven and one half cents of lawfull money of the United States which he owes to and unjustly detains from him and therefore the said plaintiff by Bush and Gilbert his attorneys complains of the said defendant for that whereas the said plaintiff heretofore to wit at the Term of August one thousand eight hundred and twenty nine of the Court of Common Pleas of the County of Franklin and State of Ohio began and held before the Honorable Jeremiah Grimke and his associate Judges of said Court at Columbus Ohio to wit at Marysville in the County of Union and State of Ohio aforesaid by the consideration and Judgment of said Court recovered of the said defendant the sum of one hundred & ninety six dollars and four cents his damages together with the sum of Twenty nine dollars seven and one half cents for his costs and charges in and about his said suit Expended making in all the sum of Two hundred and Twenty five dollars eleven and one half cents above demanded which in law by the said Court were then and there adjudged to the said Plaintiff for his damages which he had sustained as well by reason of the non performance by the said defendant of certain covenants and agreements then lately made by the said defendant to and with the said Plaintiff as for his costs and charge by him about his suit in that behalf expended whereof the said defendant was convicted as by a certified copy of the Record and proceedings thereof under the hand of the Clerk of said Court and under the Seal of said Court and now here to the Court shown remaining in the office of the Clerk of said Court of Common Pleas of the County of Franklin and State of Ohio aforesaid more fully appears which said Judgment still remains in full force and effect not reversed satisfied or otherwise vacated and the said Plaintiff hath not obtained any Execution or Satisfaction of or upon said Judgment so recovered as aforesaid whereby an action hath accrued to the said plaintiff to demand and have of the said defendant the said sum of two hundred and twenty five dollars eleven and one half cents above demanded, Yet the said defendant although often requested so to do hath not as yet paid the said sum of

above demanded nor any part thereof to the said Plaintiff but he, to do this hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Plaintiff of five hundred dollars and therefore he brings his Suit &c

Brush & Gilbert—attys for Pff

Said Record reads in the words and figures following to wit

Joseph B. Menely
vs
Davis Covy

August Term 1829

Be it remembered that heretofore to wit on the 13th day of October A.D. 1828 came the plaintiff by Wilcox his atty and sued out of the Clerks office of said Court the following writ of Capias ad respondendum against the said defendant to wit "The State of Ohio Franklin County ss To the Sheriff of said County Greeting We command you to take Davis Covy if he be found in your Bailiwick and him safely keep so that you have his body before the Honorable the Judges of the Court of Common Pleas of our said County at the Court House in Columbus on the first day of our next Term to answer Joseph B. Menely of a plea of Covenant broken damages five hundred dollars and have you then there this writ Witness the Honorable Gustavus Swan President of our said Court at the Court House aforesaid this 13th day of October A.D. 1828 Attest A. P. McDowell Clk" Indorsed Suit brought on contract under seal for the payment of the rent of Saw mill in Franklin Township Franklin County and leased by said Menely to said Covy and Cooper Wilcox atty Bail in $500.00 And afterwards to wit at the time to which said writ was made returnable came the Sheriff aforesaid by whom said writ was directed and returned the same into Court with the following return thereon endorsed "I have taken the defendant Davis Covy Jacob Reardon his security for his appearance at Court &c John McElvain Shff" and afterwards to wit Nov. Term 1828 Hiram Barret and Jacob Reardon were entered as Special Bail for Deft and this cause continued And afterwards to wit on the twenty ninth day of December in the year of our Lord last aforesaid came the plaintiff by Wilcox his attorney and filed herein his declaration against the said Defendant which is in these words to wit The State of Ohio Franklin County ss Franklin Common Pleas Nov Term 1828 Joseph B. Menely complains of David H. Covy in custody &c of a plea of breach of covenant &c for that whereas heretofore to wit on the seventh day of February A.D. 1827 at the County of Franklin aforesaid by a certain indenture then and there made between the said Joseph B. Menely of the one part and the said David and one Edward H. Cooper in his lifetime now deceased and whom the said David hath survived jointly of the other part sealed, which said indenture with the seals of the said David & Edward the said Joseph brings now into Court the date whereof is the same day and year last aforesaid. the said Joseph did demise and lease unto the said David & Edward a certain Sawmill situate in said Franklin County except as in said Indenture is excepted unto the said David and Edward from the first day of January then last past

until the last day of December then next following yielding and paying therefor to the said Joseph the sum of three hundred dollars to be paid in lumber. the said Joseph presenting to the said Edward and David bills for the same from time to time as the said Rent should fall due and the said David and Edward in and by the said indenture did jointly covenant and agree to and with the said Joseph in manner following that is to say that they the said Edward and David would well and truly pay to the said Joseph the said sum of three hundred dollars to be paid in lumber the bills therefor being presented from time to time by the said Joseph as the said rent should become due as by said Indenture will more fully and at large appear, And the said Joseph saith in fact, that after making the said indenture as aforesaid, and during the time aforesaid and from time to time as the said rent fell due he the said Joseph did present and deliver to the said David and Edward reasonable and proper bills for lumber according to the true intent and meaning of the said Indenture And although the said Joseph hath always from the time of making said Indenture hitherto well and truly performed fulfilled and kept all things in the said Indenture contained on his part to be performed fulfilled and kept according to the tenor and effect true intent and meaning of the said Indenture to wit at the County aforesaid Yet the said David and Edward nor either of them during the said term or since, did nor would pay to the said Joseph the said sum of three hundred dollars nor any part thereof in lumber or otherwise. but so to do the said David & Edward in the life time of the said Edward and each of them during the time aforesaid and from thence hitherto to the death of the said Edward have wholly neglected and refused, and said David since the death of the said Edward still neglects and refuses to do so, and so the said Joseph saith in fact that the said David and Edward although often requested so to do have not kept the said covenant so by them made as aforesaid but have broken the same and to keep the same they have hitherto wholly neglected and refused. and whereas also afterwards to wit on the said seventh day of February AD 1827 at the County aforesaid by a certain other Indenture then and there made between the said Joseph of the one part and the said David and the said Edward in his life time now deceased and whom the said David hath survived jointly of the other part which said Indenture sealed with their seals the said Joseph brings now here into Court, the date whereof is the same day and year last aforesaid. The said Joseph did demise and to farm let unto the said David and Edward a certain other Sawmill situate in said County except as in said Indenture is excepted to have and to hold the said Sawmill except as before excepted to them the said David and Edward from the first day of January then last past until the last day of December then next following Yielding and paying therefor to the said Joseph the sum of three hundred dollars to be paid in lumber the said Joseph presenting to the said David an Edward bills for the same from time to time as the said rent should fall due, and the said David and Edward in and by said Indenture did jointly covenant and agree to and with the said Joseph in manner and form following That is to say that they the said Edward and David would well and truly pay to the said Joseph the said sum of three hundred dollars to be paid in lumber the bills there-

Therefor being prsented to them from time to time by the said Joseph as the said rents should fall due as by said Indenture will more fully and at large appear by virtue of which said Indenture the said David and Edward became and was possessed of the said Tenements, and the said David and Edward so continued possessed until about the first day of May next ensuing the date of said Indenture when the said David abandoned the said Tenements and left the said County of Franklin and went to parts unknown to said Joseph and during the whole residue of said Term said David entirely abandoned said tenements and the same were occupied by said Edward alone after said abandonment of said David during the residue of said time, and the said Joseph in fact saith that after the making of the said indenture and until the said abandonment of the said David as aforesaid and from time to time as the said rent fell due he the said Joseph did present and deliver to the said David and Edward reasonable and proper bills for lumber according to the true intent and meaning of said Indenture, and that after the said abandonment of the said David and during the residue of the said Term from time to time as the said rent fell due he the said Joseph did present and deliver to the said David reasonable and proper bills for lumber according to the true intent and meaning of said indenture, and although the said Joseph from the time of making said Indenture hitherto have well and truly kept fulfilled and performed all things in the said Indenture contained on his part to be kept fulfilled and performed Yet the said David nor Edward nor either of them during the said term nor since have paid to the said Joseph the said Sum of three hundred dollars nor any part thereof in lumber or otherwise but so to do they and each of them have hitherto wholly neglected and refused, and still neglect and refuse and so the said Joseph saith that the said David & Edward have not kept their said covenant so made as aforesaid with the said Joseph or either of them but have broken the same to the damage of said Joseph $500. and therefore he sues by writ &c by his attorney And afterwards to wit at the April Term of the Court aforesaid in the year of our Lord one thousand eight hundred and twenty nine this cause was continued. And afterwards on the 19th day of day of August in the year of our Lord last aforesaid came the defendant by Parish and Cook his attorneys and filed herein the following pleas to wit: and the said David by Parish and Cook his attorneys comes and defends the wrong & injury when &c and says that the said Indenture is not his and of this he puts himself upon the Country &c Parish & Cook atty's for Deft. And for further plea in this behalf the said David by leave of the Court here for this purpose first had and obtained according to the Statute &c says that the said Joseph ought not to have or maintain his aforesaid action against because he says that he the said David together with the said Edward during his life did from time to time as the said rent became due to wit in August of our Lord 1827 at Franklin County aforesaid pay to the said Joseph in lumber according to said bills for the same presented to him by the said Joseph the said three hundred dollars the sum in said indenture mentioned according to the tenor and effect true intent and meaning of the said Indenture and of the said covenant to wit at Franklin County. And of this the said David puts himself upon the Country &c Parish & Cook atty's for Deft. And for further plea in this behalf the said David by leave of Court &c according to the Statute &c says that the said Joseph ought not to have or

maintain his aforsaid action against him because he says that the
said Davice and the said Edward in his lifetime before the commence
ment of this Suit to wit on the 21st day of January A.D. 1828 at
Franklin County aforsaid paid to the said Joseph the sum of Three hundred
dollars in full satisfaction & discharge of the said sum of Three hundred
dollars in Lumber mentioned in said Indenture the non payment of which
is alleged as a breach thereof and also of all the damages by the said
Joseph sustained by reason of the non payment thereof which said sum
of Three hundred dollars the said Joseph then and there accepted
and received in full satisfaction of the said £300. in lumber in said
breach of covenant mentioned and of the damages of the said
Joseph by him sustained by reason of the said breach and this
he is ready to verify Wherefore he pray Judgment if the said Joseph
ought to have or maintain his aforsaid action against him &c
Parish & Cooke attorney for Defendant and afterwards to wit at the
August Term of the Court aforsaid to wit on the twenty fifth day of
August in the year of our Lord last aforsaid on motion of plain-
tiff the third plea in this cause Ordered to be Struck from the Record at the cost
of the defendant And now at this day to wit the day and year first
herein aforsaid came the parties by their attorneys and thereupon came
a Jury to wit Jacob Neff Samuel Ross Robt. Armstrong Eas.
Hunter Henry Brown George B. Harvey Charles Thompson Har-
min Dilding Alexander Cameron Ozias Brown Jacob Sandy and
Woolfy Conrad who being elected tried and Sworn well and truly
to try the issue joined between the parties upon their oaths do say
that the deed mentioned in the Declaration is the deed of the
defendant and also do further say that the said Davice
& Edward nor either of them did pay to the said Joseph
the said Sum of Three hundred dollars in manner and form
as the said Defendant in his said second plea has alleged
and do assess the plaintiffs damages by reason of the premises
to the Sum of one hundred and ninety six dollars and four
cents Wherefore it is considered by the Court that the plaintiff
recover of the defendant the said Sum of one hundred and
ninety six dollars and four cents the damages aforsaid
assessed by the Jury aforesaid to gether with his costs herein
Said to Twenty nine dollars and seven & one half cents
Motion for new trial by Defendants
The State of Ohio Franklin County ss
I Lyne Starling Jr Clerk of the Court of Common Pleas within
and for said County do hereby certify that the foregoing is truly copied
and taken from the Records of said Court of Common Pleas
Seal In Testimony whereof I have hereunto subscribed my name
and affixed the Seal of said Court of Common Pleas
at Columbus this 11th day of July A.D. 1839 Att Lyne Starling Jr Clerk
And afterwards to wit now here to wit on the thirty first day of
October in the year of our Lord one thousand eight hundred and
thirty nine came the said Plaintiff by his said attorneys and
the said defendant though solemnly called came not but made
default whereupon it is considered that the said plaintiff ought
to recover his Debt against the said defendant and his dam-
ages by reason of the detention and thereupon neither of
the parties requesting a Jury and the Court being fully advised
of the premises do find that the said defendant doth owe
and is indebted to the said Plaintiff in the sum of two

hundred and twenty five Dollars and eleven and a half cents and do assess his damages by reason of the detention thereof at the sum of one hundred and thirty seven dollars and thirty eight cents Therefore it is considered that the said plaintiff recover of the said defendants the said Sum of Two hundred and twenty five dollars & eleven and a half cents his debt aforesaid, and the said Sum of one hundred and thirty seven dollars and thirty eight cents his damages aforesaid and also his costs in this behalf expended taxed at

J R Swan

2 25 11
1 37 38
3 62 49

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

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Caple his associates Judges at a Court of common Pleas began and hold at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine— Be it remembered that heretofore to wit on the 25th day of June in the year A.D. 1839 the plaintiff in his own proper person came out of the Clerks office of said Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting. We command you to summon William Gabriel Jr and John Gabriel partners in business to appear before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Horace S. Gillet for we in a plea of assumpsit— damages Two hundred dollars and have you then there this writ Test Witness James H. Gill Clerk of said Court at the Court House aforesaid this 25 day of June A.D. 1839

James H. Gill Clerk

Said was endorsed as follows to wit Suit brot on note of hand given by defendants to plaintiff for one hundred and forty five dollars dated April 12 th 1838 also for goods sold and delivered work done money paid lent & advanced and on an account Stated H. S. Gillet in pltfs fav.

which said writ was returned by the Sheriff as follows to wit Served by delivering a certified copy to each defendant July 8. 1839 R. Clark Sheriff

And afterwards to wit on the 13th day of July in the year last aforesaid the plaintiff filed herein his declaration against the said defendants to wit as follows to wit Franklin County ss In Court of Common Pleas July Term A.D. 1839 Horace S. Gillet for the use of the assignee of Charles Cowles complains of William Gabriel Junr. and John Gabriel for that whereas on the 12th day of April 1838 at the County aforesaid the defendants were partners in trade under the name of William Gabriel Junr. and John Gabriel and being so partners the said defendants on the day and year last aforesaid at Columbus to wit at the County aforesaid made a certain promissory note in writing and delivered the same to the said plaintiff and thereby under the partnership name aforesaid promised to pay to the said plaintiff for the use aforesaid one hundred and forty five dollars on or before the first day December 1838 which period has now elapsed and the said defendants under the partnership name aforesaid promised to pay then and there in consideration of the premises, the amount of the said note to the said plaintiff for the use aforesaid according to the tenor and effect thereof. And also for that whereas the said defendants on the 20th day of June 1839 at the County aforesaid under their partnership name was indebted

to the plaintiff then and there at their request goods then and at their request then and there the defendants found to be worth then and there words to wit of the premises said last mentioned Yet he hath not sums of money the plaintiff

And afterwards wit on the his attorney make default ought to recover of the parties of the premises one hundred Therefore the said the said two dollars in form aforesaid expended Attest Ja

Henry
Peyton

within and first day hundred dollars on the 28th the Clerks of State of Ohio We command day of next and for the unto Henry dollars Gill Clerk day of Ju Endorsement executed Oct 1836 13th of Ju

to the plaintiff in two hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request and in two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request. and in two hundred dollars for the price and value of work then and there done and material for the same provided by the plaintiff for the defendants at their request. and in two hundred dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them. And whereas the defendants afterwards to wit on the day and year last aforesaid in consideration of the premises by their said partnership name then and there promised to pay the said last mentioned several sums of money to the plaintiff on request Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof, to the damage of the plaintiff two hundred dollars and thereupon he brings suit &c

H. S. Gillet in pro. per.

And afterwards to wit on the same day and year first herein aforesaid to wit on the 31st day of October A.D. 1839 came the said plaintiff by his attorney and the said defendants though solemnly came not, but make default wherupon it is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requesting a Jury and the Court being fully advised of the premises do assess the damages of the said plaintiff to one hundred and fifty two dollars ninety seven cents—

Therefore it is considered that the said plaintiff recover of the said defendant the said sum of one hundred and fifty two dollars ninety seven cents his damages aforesaid in form aforesaid assessed and also his cost in this behalf expended taxed to

Attest James H. Gill Clerk

J R Swan

Henry Ammine
vs
Peyton B. Smith

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Cassil his associates Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the 28th day of June in the year 1839 the plaintiff Issued out of the Clerks office of said Court the following writ of summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting Be commanded you to Summon Peyton B. Smith to appear on the first day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Henry Ammine in a plea of assumpsit damages Six hundred dollars and have you then there this writ Seal Witness James H. Gill Clerk of said Court at the Court House aforesaid this 28th day of June A.D. 1839 James H. Gill Clerk—

Endorsement as follows to wit. Suit brot on two notes of hand executed by defendant and delivered to plaintiff on the 13th of Oct 1836 each for two hundred and fifty dollars the first due on the 13th of June 1838 the second on the 13th 1839 with interest from date

By W. C. Lawrence his atty

which said writ was afterwards to wit on the 8th day of July 1839 returned by the Sheriff of said County levied as follows to wit levied by delivering a certified copy R. Clark Sheriff and afterwards to wit on the 20th day of July A.D. 1839 the plaintiff by W.C. Lawrence his attorney filed his declaration against the said defendant in the words and figures following to wit State of Ohio Union County ss Union Com. Pleas July Term 1839 Henry Amrine complains of Peyton B. Smith in a plea of assumpsit for that whereas the said Peyton on the 18th day of October A.D. 1836 at the County aforesaid made his promissory note in writing and delivered the same to the said Henry and thereby promised to pay the said Henry Amrine or order Two hundred and fifty dollars on or before the 13th day of June A.D. 1838 which period has now elapsed and the said Peyton then and there in consideration of the premises promised to pay the amount of the said note to the said Henry according to the tenor and effect thereof — and also for that whereas the said Peyton on the day and year aforesaid at the County aforesaid, made his certain other promissory note in writing and delivered the same to the said Henry and thereby promised to pay the said Henry Amrine or order the sum of two hundred and fifty dollars with use on or before the 13th day of June 1837 which period has now elapsed and the said Peyton then and there in consideration of the premises promised to pay the amount of the said last mentioned note to the said Henry according to the tenor and effect thereof — Yet the said Peyton hath disregarded his said promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the said Henry $600.00 and therefore he sues &c

By W.C. Lawrence his atty

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

Attest James H. Gill Clerk

O'Brien

Silas D. Strong for the use of the Urbana Banking Co.

vs

John Peyton

In Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and Silas Cupil his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine —

Be it remembered that heretofore to wit on the 12th day of July A.D. 1839 the plaintiff by R.R

V

McKinzie [illegible]
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Mc Kennan their Attorney sued out of said Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon John Saylor to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Silas G. Strong for the use of the Urbana Banking Company in a plea of Debt Damages one hundred dollars Seal Witness James H. Gill Clerk of said Court at the Court House aforesaid this 12th day of July A.D. 1839 James H. Gill Clerk Endorsement as follows to wit, Suit Brot on three several Scalea bills executed by defendant to Plff each for Sixty dollars all dated Nov. 13. 1834 one payable two years after date, another three years after date and the third four years after date with Interest from date. R. R. McKennan Atty Which said writ was returned Served as follows to wit Served by delivering a certified copy to deft R. Clark Sheriff returned therewith And afterwards to wit on the fifteenth day of July 1839 the plaintiff by his said Attorney filed herein his declaration against the said deft in the words following to wit. State of Ohio Court of Common Pleas July Term 1839. Union County ss Silas G. Strong for the use of the President & Directors of the Urbana Banking company complains of John Saylor in a plea of Debt for that whereas the said John Saylor on the 13th day of Nov. 1834 made his three several writings obligatory of that date Sealed with his Seal (and now to the Court here shown) and then and there delivered the said several writings obligatory to the said Silas G. Strong who sues for the use of the said Company aforesaid, and the said John Saylor by one of said writings obligatory promised to pay to the order of the said Silas G. Strong sixty dollars two years after the said date thereof with interest from said date. And the said John Saylor by another of said writings obligatory promised to pay to the order of the said Silas G. Strong sixty dollars three years after the said date thereof with interest from said date, and the said John Saylor by the other of said writings obligatory promised to pay to said Silas G. Strong Sixty dollars four years after the said date thereof with interest from said date, which said several periods have now elapsed. Yet the said John Saylor hath not paid the said several sums of money, nor any part thereof. To the damage of plff Silas G. Strong who sues for the use of said company as aforesaid, one hundred dollars and therefore this suit is brought

R. R. McKennan Attorney

And afterwards to wit no here to wit on the same day and year first herein aforesaid. came the plaintiff by Mr McKennan his Attorney and the defendant though solemnly called came not but made default Whereupon it is considered that the said plaintiff ought to recover his debt against the said defendant and his damages by reason of the detention, and thereupon neither of the parties requesting a Jury, and the Court being fully advised in the premises do find that the said defendant doth owe to the said plaintiff the sum of one hundred and sixty five dollars, and do assess his damages by reason of the detention thereof to nineteen dollars and 23/100 Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $165 his debt aforesaid and the said sum of $19.23 his damages aforesaid and also his costs in this behalf expended taxed to Dollars and cents

Attest James H. Gill Clerk

J. K. Swan

The President Directors Company of
The Franklin Bank of Columbus
vs
David Mitchell James Guy
& James Ewing & Moses Fullington

Pleas before his Honor Joseph R. Swan Esqr President and Robertson Nicholas Hathaway and John Cupid his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that at the Term aforesaid of the Court aforesaid came the plaintiffs by J. Swan Esqr their attorney and filed their declaration against the said defendants in the words and figures following to wit: State of Ohio Union County ss In the Common Pleas of the Term of October 1839 The President Directors and Company of the Franklin Bank of Columbus plaintiffs in this suit complain of David Mitchell James Guy James Ewing & Moses Fullington defendants in this suit of a plea of a promissit &c For that whereas the defendant on the 31st day of October A.D. 1839 were indebted to the plaintiff in the sum of Twenty thousand dollars for money lent by plaintiff to the defendants at their request. And the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said sum of money to plaintiffs on request, Yet the defendants have not paid said sum of money to the plaintiff or any part thereof, to the damage of the plaintiff Twenty thousand dollars and therefore they bring suit

By J. Swan their Attorney

And afterwards to wit on the same day and year last aforesaid the Defts by J. W. Andrews their attorney filed their plea in the words and figures following to wit The State of Ohio Union County ss October Term 1839 and now the subscriber one of the attorneys of this Court appears in open Court in behalf of the said David Mitchell James Guy James Ewing & Moses Fullington defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors Company of the Franklin Bank plaintiffs have above thereof declared against them and confesses that the said plaintiff have sustained damages by reason of the non performance of the promise and assumption aforesaid to Ten thousand six hundred & twenty three dollars and thirty three cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

J. W. Andrews Atty for Defts

And afterwards to wit on the same day and year last aforesaid came the plaintiffs by J. Swan their attorney and filed their declaration, and thereupon John W. Andrews one of the attorneys of this Court came into open Court and by virtue of a warrant of attorney for that purpose executed by the said defendants waives the issuing and service of process, and appears to said declaration on behalf of said defendants and confesses that the said defendants did assume and promise in form as the said plaintiffs have above thereof declared against them, and confesses that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption of said defendants to Ten thousand six hundred and twenty three dollars and thirty three cents. Therefore it is considered that the said Plaintiffs recover of the said defendants the sum of $10623.33 their damages aforesaid in form aforesaid confessed, and also their costs in this behalf expended taxed at and by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived and given up by said defendants

Attest James H. Gill Clerk

J. R. Swan

The President Directors & Company of the Franklin Bank of Columbus vs Isaac Bidwell James Guy & Joshua Foster

Pleas before his Honor Joseph R. Swan Esqr President and Robert McCune Nicholas Hathaway and John Caspil 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 thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that at the Term aforesaid of the Court aforesaid the plaintiffs by G. Swan Esqr their attorney and filed their declaration in the words and figures following to wit. The State of Ohio Union County ss In the Common Pleas of the Term of October 1839. The President Directors Company of the Franklin Bank of Columbus plaintiffs in this suit come plain of Isaac Bidwell James Guy and Joshua Foster defendants in this suit of a plea of assumpsit &c For that whereas the defendants on the 31st day of October A.D. 1839 were indebted unto the plaintiff in the sum of three hundred Dollars for money lent by the plaintiffs to the defendants at their request And the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said sum of money to plaintiffs on request, Yet the defendants have not paid said sum of money to the plaintiff or any part thereof to the damage of the plaintiff three hundred dollars: and therefore they bring suit

By G. Swan their Attorney

And afterwards to wit on the same day and year last aforesaid the defendants by J. R. Andrews their attorney, filed their as follows to wit The State of Ohio Union County ss October Term 1839 And now the Subscriber one of the Attorneys of this Court appears in open Court in behalf of the said Isaac Bidwell James Guy & Joshua Foster defendants, and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them, and confesses that the plaintiffs have sustained damages by reason of the non performance of the promise and assumptions aforesaid to one one hundred and thirty four dollars and thirty eight cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants

John R. Andrews Attorney for Defendants

And afterwards to wit on same day and year first herein aforesaid came the plaintiffs by G. Swan their attorney and filed their declaration and thereupon John R. Andrews one of the attorneys of this Court appears in open Court and by virtue of a warrant of attorney for that purpose executed by the defendants waives the issuing and service of process and appears to said declaration on behalf said defendants and confesses that the said defendants did assume and promise in manner and form as the said plaintiffs have above thereof declared against them, and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption of the said defendants to one hundred and thirty four dollars and thirty eight cents. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $134.38 their damages aforesaid in form aforesaid confessed and also their costs in this behalf expended taxed to—and by virtue of the same warrant of attorney all errors released and right and benefit of appeal waived & given up on behalf of said defendants

Attest James H. Gill Clerk

G. Swan

The President Directors & Company of
the Franklin Bank of Columbus

vs

William Houseman Isaac F. Houseman
Thomas Reves Isaac B. Fisher
John B. Houseman & John Britton

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hall & others his associates Judges of a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine—

Be it remembered that to the Term aforesaid of the Court aforesaid came the Plaintiffs by E. Swan Esqr their attorney and filed their declaration against the said defendants, in the words and figures following, to wit— The State of Ohio Union County ss. In the Common Pleas of the Term of October 1839 The President Directors Company of the Franklin Bank of Columbus Plaintiffs in this suit— Complain of William Houseman Isaac F. Houseman Thomas Reves Isaac B. Fisher John B. Houseman & John Britton defendants in this suit— of a plea of agreement &c— For that Whereas the defendants on the 31st day of October A.D. 1839 were indebted to the plaintiffs in the sum of Four thousand dollars for money lent to the defendants by the Plaintiffs at their request and the defendants afterwards on the day and year aforesaid at the County aforesaid, in consideration of the premises then and there promised to pay the said sum of money to plaintiffs on request, Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof, to the damage of the plaintiffs Four thousand dollars; and therefore they bring suit

By E. Swan their Attorney

And afterwards to wit on the same day and year last aforesaid came the defendants by L. V. Andrews their attorney and filed their plea in the words and figures following to wit— The State of Ohio Union County ss October Term 1839. And now the Subscriber one of the attorneys of this Court— appears in open Court in behalf of said William Houseman Isaac F. Houseman Thomas Reves Isaac B. Fisher John B. Houseman & John Britton defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said President Directors Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confess that said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Two thousand nine hundred and seventy two dollars and ninety five cents and he hereby released all errors and right and benefit of appeal on behalf of said defendants L. V. Andrews Attorney for Defendants

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by E. Swan their attorney and filed their declaration, and thereupon came John M. Andrews one of the attorneys of this Court into open Court and by virtue of a warrant of attorney for that purpose executed by the defendants waives the issuing and service of process and appears to said Declaration, and acknowledges that the said

defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them, and confesses that the plaintiffs have sustained damages by reason of the non-performance of the promise and assumption of said defendants to Two thousand nine hundred and seventy two dollars and ninety five cents— Therefore it is considered that the plaintiffs recover of the defendants the said sum of $2972.95 their damages aforesaid so as aforesaid confessed and also their costs in this behalf expended taxed at dollars and cents and by virtue of the same warrant of attorney all error is released and right and benefit of appeal waived and given up by said defendants

Attest James H. Gill Clk

J. R. Swan

✓ William Wiley vs Reuben P. Mann & Azro L. Mann — Endorsed ss

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Caple his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine— Be it remembered that here to fore to wit on the 12th day of July in the year last aforesaid the plaintiff by Moses B. Corwin his attorney sued out of said Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Reuben P. Mann and Azro L. Mann to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto William Wiley in a plea of Case Damages Eight hundred dollars and have you then there this writ &c Witness James H. Gill Clerk of said Court at the Court House aforesaid this 12th day of July A.D. 1839 Jas. H. Gill Clerk

Endorsement as follows to wit, This suit is brot to recover the principal and Interest due on a promissory given by the defendants to Samuel Lockwood and by him assigned to Nathaniel S Lockwood and then assigned to plaintiff by order Notes said note bearing date 30th June 1838 payable one year after date

Moses B. Corwin Plffs atty.

Said writ was further returned as follows to wit, Served by delivering a certified copy to R. P. Mann, A. L. Mann not found R. Clark Sheriff— And afterwards to wit on the 10th day of August A.D. 1839 the plaintiff by his said attorney files his declaration against the said defendants in the words and figures following to wit— The State of Ohio Union County ss Court of Common Pleas of the Term of July in the year of our Lord eighteen hundred and thirty nine Union County ss William Wiley complains of Reuben P. Mann (the Sheriff of Union County to whom process in this case was directed, having returned not found as to Azro L. Mann) in a plea of agreement for that whereas the said Reuben P. Mann and Azro L. Mann & to whom the Sheriff has returned as aforesaid on the thirtieth day of June in the year of our Lord eighteen hundred and thirty eight at Union County aforesaid made their certain note in writing and then and there delivered the same to one Samuel Lockwood and thereby promised to pay to the said Samuel Lockwood or on

five hundred and fifty dollars to be paid one year after the date of the said note in writing for value Received which period has now elapsed, and the said Samuel Lockwood to whom or to whose order the said Sum of money in the said note in writing mentioned was by said note in writing to be made after the making thereof and before the payment of said Sum of money or any part thereof to wit on the sixth day of September in the year of our Lord Eighteen hundred and thirty eight at Union County aforesaid endorsed the said note his own proper hand being thereto subscribed by which endorsement the said Samuel Lockwood ordered and appointed the said Sum of money Specified in said note in writing to be paid to one Nathaniel L. Lockwood and then and there delivered the said note in writing so endorsed to the said Nathaniel L. Lockwood, and the said Nathaniel L. Lockwood afterwards to wit on the same day and year aforesaid at the County aforesaid and before the payment of the said Sum of money in the said note in writing Specified or any part thereof, Endorsed the said note in writing his own proper hand being thereto subscribed by which endorsement the said Nathaniel L. Lockwood ordered and appointed the said Sum of money mentioned in said note in writing to be made to one Asa Kirkley and then and there delivered said note so endorsed to the said Asa Kirkley, and the said Asa Kirkley to whom or to whose order the said Sum of money in the said note in writing Specified was by the endorsement last aforesaid to be made & before the payment of the same or any part thereof to wit on the fourth day of December in the year Eighteen hundred and thirty eight at Union County aforesaid endorsed the said note his own proper hand being thereon written and subscribed, by which said endorsement the said Asa Kirkley ordered and appointed the said Sum of money Specified in the said note to be paid to the said William Wiley and then and there delivered the said note so endorsed to the said William Wiley of which said several endorsements the said Reuben P. Mann afterwards to wit on the said day and year last aforesaid mentioned at the County aforesaid had notice by means whereof and by force of the Statute in such case made and provided the said Reuben P. Mann became liable to pay to the said William Wiley the said Sum of money mentioned in the said note according to the Tenor and effect of the said note and of the said several endorsements so made thereon as aforesaid, and being so liable the said Reuben P. Mann in consideration thereof afterwards to wit on the same day and year last aforesaid at the County aforesaid, undertook and then and there faithfully promised the said William Wiley to pay him the said Sum of money mentioned in the said note according to the Tenor and effect of the said note and of the said several endorsements so made thereon as aforesaid, and whereas also the said Reuben P. Mann, afterwards to wit on the same day and year last aforesaid, at the County aforesaid was indebted to the said William Wiley in another Sum of Eight hundred dollars for so much money by the said William Wiley before that time lent and advanced to the said Reuben P. Mann at his special instance and request, and being so in debted, he the said Reuben P. Mann in consideration thereof afterwards to wit on the same day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said William Wiley to pay him said last mentioned Sum of money when he should be thereto afterwards requested

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nevertheless the said Reuben P. Mann altho often requested the said several sums of money to him the said William Wiley hath not yet rendered or paid any part thereof, but the same to pay or any part thereof to him the said William Wiley, he the said Reuben P. Mann hath wholly hitherto refused and still doth refuse to the damage of the said William Wiley in the sum of Eight hundred dollars And therefore he brings Suit &c Moses B. Corwin pltffs atty

And afterward to wit on the 17th day of October in the year 1839 the defendant by Mr Lawrence his counsel filed his plea in the words and figures following to wit Union Com. Pleas July Term 1839. And the said R. P. Mann comes and defends when &c. and says that he did not assume and promise in manner as the said plaintiff hath above thereof declared against him and of this he puts himself upon the country &c

The plaintiff will take notice that on the trial of this cause defendant will prove in Bar of this action that the said note was never signed by this defendant nor by any one thereunto authorized by him, but that the same was signed by the said Azro Mann and given to the said Samuel Lockwood on condition that if this defendant approved the said signing and note the same was to be good, otherwise to be void (abinitio) and further that this defendant did not approve, but wholly disapproved of the making of said note and that these facts were well known to the plaintiff and all the former holders of said note before they became possessed of the said note. And that in consequence it was assigned to all intermediate holders of the note for appearance sake and for fraudulent purposes and without consideration

W. G. Lawrence

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and submit this cause to the court upon the issue joined between the parties and the court being fully advised in the premises do find that the said Reuben P. Mann did assume and promise in manner and form as the said William Wiley hath complained against him, and they assess the damages of the said William Wiley by reason thereof to five hundred and Sixty three dollars and seventy five cents. Therefore it is considered that the said William Wiley recover of the said Reuben P. Mann the said sum of Five hundred and sixty three dollars and seventy five cents his damages aforesaid, in form aforesaid assessed and also his costs in this behalf expended Taxed at Dollars and cents, Notice of appeal by Deft

Attest James H. Gill Clerk

J. R. Lane

The Urbana & Champaign Mutual Insurance Company
vs
Alexander F. Vance Horace Muzzy & John Critchfield

Pleas before his Honor Joseph H. Larwill Esqr President and Robert Nelson Nicholas Hathaway and John Caple his associates, Judges at a court of common Pleas began and at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that at the June afore said of the Court aforesaid the plaintiffs by R. R. McBeman their attorney filed their declaration against the said defendants in the words and figures following, to wit, Union Com. Pleas Oct Term 1839

Union County ss The Urbana and Champaign Mutual Insurance Company complain of Alexander F. Vance Horace Muzzy and John Critchfield defts. in a plea of debt, for that the said defts on the Sixth day of February A.D. 1839 at Urbana, to wit at the County of Union

aforesaid made their certain joint & several promissory note under seal now hen to the Court shown) and delivered the same to Plffs & then & there promised to pay the Plffs the sum of Six hundred and fifty dollars Eight months after the date thereof, which period has elapsed, and the said defendants in consideration of the premises promised to pay the said sum of money according to the tenor and effect of the said note, Yet they have not paid the same nor any part thereof to the damage of Plffs fifty dollars & therefore they sue &c R. R. McNeman atty.

And afterwards to wit on the same day and year last aforesaid came the defts by Moses B. Cowin their atty and filed their plea in the words following to wit State of Ohio Union County ss And now Moses B. Cowin Esqr one of the attorneys of this Court appears in open Court on behalf of the said Alexander F. Vance Horace Muzzy and John Critchfield defts and by virtue of a warrant of attorney for that purpose waives the issuing and service of process, and acknowledges that the said defendants do owe to the Urbana & Champaign Mutual Insurance Company the said sum of Six hundred and fifty Dollars in the said declaration mentioned, and confesses that Plffs have sustained damages by reason of the detention of said debt to the sum of thirty five dollars and forty six cents, and confesses a Judgment in favor of said Plffs against said defendants for the said sum of Six hundred and fifty dollars Dollars Debt and the further sum of thirty five dollars and forty six cents damages and the costs of this suit to be taxed and by virtue of the same warrant of attorney all error in these proceedings is hereby released, and all right and benefit of appeal waived on behalf of said Defts Moses B. Cowin atty for Plffs

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by R. R. McNeman their attorney and filed their declaration in this case and thereupon Moses B. Cowin one of the attorneys of this Court appeared in open Court on behalf of the said Alexander F. Vance Horace Muzzy and John Critchfield and by virtue of a warrant for that purpose executed by the said defendants, waived the issuing and service of process and accepts a declaration and acknowledges that the said do owe and stand indebted to the said Urbana & Champaign mutual Insurance Company in the sum of Six hundred and fifty dollars, and that said plaintiffs have sustained damages by reason of the detention of said debt to the sum of thirty five dollars and forty six cents. It is therefore considered by the Court the plaintiffs aforesaid recover of the defendants aforesaid the said sum of Six hundred and fifty dollars for their debt aforesaid and also the sum of thirty five dollars and forty six cents for their damages aforesaid, together with the costs in this behalf expended taxed at $ and by virtue of the same warrant of attorney all error is released herein & all right and benefit of appeal waived on behalf of said defendants

Attest James H. Gill Clerk

J. R. Swan

The Urbana & Champaign Mutual Insurance Company vs Adam Rader James B Lippincutt & Joshua Baffington

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hollaway & John Capil 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 thirty first day of october in the year of our Lord one thousand eight hundred and thirty nine — Be it remembered that at the Term aforesaid of the Court aforesaid the Plffs by R. R. McNeman their attorney filed their declaration against the defendants in the words and figures following to wit. Union Com. Pleas Oct T. 1839 Union County ss The Urbana and Champaign mutual Insurance Company complain of Adam Rader James B. Lippincutt and

George Wa... vs Daniel ... Joseph ... and Sta... Lord one ... becca ... by Bro... the Said ... State of ... one thousa...

Joshua Buffington in a action of debt for that the said defendants on the 14th day of October A.D. 1839 at Urbana to wit at Union County aforesaid made their certain joint & several promissory note under seal (now to the Court here shown) and then and there delivered the same for a valuable consideration to plaintiffs and thereby promised to pay plffs or order the sum of three hundred dollars twelve months after the date thereof which period has elapsed and the said sum of money is not paid nor any part thereof to the damage of plffs fifty Dollars therefore they sue &c. R.R. McNeman atty for plffs

And afterwards to wit on the same day and year last aforesaid, the Defendants by Moses B. Corwin their atty filed their plea in the words and figures following, to wit. State of Ohio Union County, and now Moses B. Corwin Esqr one of the attorneys of this Court appears in Open Court on behalf of the said Adams Rader James B. Sippincutt and Joshua Buffington and by virtue of a warrant of attorney for that purpose waive the issuing and service of process and acknowledges that the said defts do owe to the Urbana & Champaign mutual Insurance Company the said sum of three hundred dollars as they have alleged in the said declaration and confesses that plffs have sustained damages by reason of the detention of said debt to the sum of fifteen dollars and thirty six cents and confesses a Judgment in favor of said plffs against said defts for said sum of three hundred dollars debt, and also for the further sum of fifteen dollars and thirty six cents damages, and also for the costs of this suit to be taxed: and by virtue of the same warrant of attorney, all error in this proceeding is hereby released and all right and benefit of appeal waived on behalf of said Adam Rader James B. Sippincutt & Joshua Buffington

Moses B. Corwin atty for Defts

And afterwards to wit on the same day and year first herein aforesaid came the said plaintiffs by R.R. McNeman their attorney and filed their declaration, and thereupon Moses B. Corwin Esqr. one of the attorneys of this Court, appeared in open Court on behalf of said defendants and by virtue of a warrant of attorney for that purpose executed by the said defendants waives the issuing and service of process and accepts the said declaration and acknowledges that the said defendants do owe and stand indebted to the said plaintiffs in the sum of three hundred dollars the debt in the declaration mentioned, and confesses that the plaintiffs have sustained damages by reason of the detention of said debt to the sum of fifteen dollars and thirty six cents— It is therefore considered by the Court that the plaintiffs aforesaid recover of the defendants aforesaid the said sum of three hundred dollars for their debt aforesaid & also the said sum of fifteen dollars and thirty six cents for their damages aforesaid together with the costs of this suit Taxed at $

And by virtue of the same warrant of attorney all error is herein released and all right and benefit of appeal waived on behalf of said defendants

Attest: James H. Gill Clerk

George Washington
vs
Daniel Smith &
Joseph Franty

Pleas before this House Joseph R. Shaw Esqr. President and Robert Nelson Nicholas Hathaway and their 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 thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine— Be it remembered that at the Term aforesaid of the Court aforesaid the plaintiff by Brush & Gilbert his attorneys filed his declaration against the said defendants in the words and figures following to wit

State of Ohio Union County Court of Common Pleas of the Term of October one thousand eight hundred and thirty nine Union County ss

George Washington plaintiff by Brush and Gilbert his attorneys complains of Daniel Smith & Joseph Prauty Defendants of a plea that they render to the said plaintiff the sum of Fourteen hundred and fifty four dollars and ninety one cents of lawful money of the United States which they owe and unjustly detain from him for that whereas the said defendants heretofore to wit on the 25th day of May one thousand eight hundred and thirty nine at Marysville in the County of Union and State of Ohio and within the jurisdiction of this Court by their certain writing sealed with their seals and now here to the Court shown the date whereof is the day and year aforesaid for value Received jointly and severally promised to pay the said plaintiff or order the sum of Fourteen hundred and fifty four dollars and ninety one cents one day after date Yet the said defendants (although often requested so to do) have not nor has either of them paid the said sum of Fourteen hundred and fifty four dollars and ninety one cents above demanded or any part thereof to the said plaintiff, but have hitherto wholly neglected and refused and still neglect and refuse so to do to the damage of the said plaintiff of Two hundred dollars and therefore he brings suit &c Brush & Gilbert Attorneys for plff and afterwards to wit on the same day and year last aforesaid the Defendants by P. B. Cole their attorney filed their plea in the words and figures following to wit Daniel Smith & Joseph Prauty, adm. George Washington Union Common Pleas October Term A.D. 1839 and the defendants come and say that they cannot gainsay the action of the said plaintiff but confess that they do owe and are indebted into the said plaintiff in the sum of Fourteen hundred & fifty four Dollars and ninety one cents and that the plaintiff has sustained damages by reason of the detention thereof at thirty seven dollars and fifty eight cents and by virtue of a power of attorney for that purpose executed by Defendants judgment is confessed for the said sum of Fourteen hundred and fifty four Dollars and ninety one cents debt and the said sum of thirty seven Dollars and fifty eight cents damages and all error is released and all right & appeal waived P. B. Cole Attorney for Defendant

And afterwards to wit on the same day and year last aforesaid came the plaintiff by Brush & Gilbert his attorneys and filed his declaration and thereupon P. B. Cole one of the attorneys of this Court appeared in open Court and by virtue of a warrant of attorney for that purpose executed by defendants & waived the issuing and service of process and acknowledged that the said defendants do owe and are indebted to the plaintiff in the sum of $1454.91 and that the said plaintiff hath sustained damages by reason of the detention thereof to $37.58 It is therefore considered by the Court that the said plaintiff recover of the said defendants the said sum of Fourteen hundred and fifty four dollars ninety one cents, his debt aforesaid and also the sum of thirty seven dollars and fifty eight cents his damages aforesaid together with his costs in this behalf expended, and by virtue of said warrant of attorney all error is released and right and benefit of appeal waived and given up

Attest James H. Gill Clerk

J. R. Swan

Samuel H. McLain
as
Samuel H. Dodd
& Wm N. Woods

Of Union and State of Ohio
one thousand Eight hundred and thirty nine

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway & John Cassil his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County on the thirty first day of October in the year of our Lord

Be it remembered that heretofore at the Term aforesaid of the Court aforesaid came the plaintiff by W.C. Lawrence his attorney and filed his declaration against the said defendants in the words and figures following to wit.
State of Ohio Union County Court of Common Pleas Oct Term A.D. 1839
Union County ss. James A. McCain complains of Samuel H. Dodd and Wm W. Woods in a plea of debt for that whereas the said Samuel H. Dodd and William W. Woods on the 31st day of Oct A.D. 1839 at Marysville made their certain writing obligatory of that date sealed with his seal (and now here to the Court shown) and then and there delivered the same to the said James A. McCain and thereby bound themselves to pay to the said James A. McCain or order the sum of one hundred and forty five dollars and 22/100 due one day after date thereof which period has now got the said Samuel H. Dodd & Wm W. Woods hath not paid the said sum of money nor any part thereof to the damage of the said James A. McCain $150.00 and therefore he brings suit &c W.C. Lawrence his atty
And afterwards to wit on the same day and year last aforesaid the defendants by John Lawrence their attorney filed their plea in the words and figures following to wit Union Com Pleas Nov. Term 1839 and the said defendants come and defend when &c and say that they cannot deny but confess the truth of the allegations contained in plaintiffs declaration above and hereby confess judgment in favor of the said plaintiff in the sum of one hundred and forty five dollars and twenty two cents debt and one cent damages and costs, and also hereby waive the use and service of process and release all errors in this case and the right or benefit of appeal in our behalf By John Lawrence their atty
And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by W.C. Lawrence his attorney and files his declaration agreed and thereupon John Lawrence one of the attorneys of the Court appears in open Court and by virtue of a warrant of attorney for that purpose executed by the said defendants waives the issuing and service of process and appears to said declaration on behalf of said defendants and says he cannot gainsay the plaintiffs action, but acknowledges that the said defendants do owe and stand indebted unto the plaintiff in the sum of one hundred and forty five dollars and twenty two cents Therefore it is considered that the said plaintiff recover of the said defendants the said sum of one hundred and forty five dollars and 22/100 his debt aforesaid so as aforesaid confessed and also his costs in this behalf expended Taxed at dollars and cents and by virtue of the same warrant of attorney all errors is releases and right and benefit of appeal waived and given up by said defendants
Attest James H. Gill Clerk

J. K. Swan

John Dye Ex. &c. of Alexander Macdonalds Executors
vs
Richard Roe. Isaac Riggs Tenant

Pleas before his honor Joseph H. Swan Esqr President and Robert Moore Nicholas Hathaway and John Caples his associates Judges of a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Thirty first day of October in the year of our Lord one thousand Eight Hundred and thirty nine
Be it remembered that heretofore to wit on the twenty sixth day of June in the year of our Lord 1839 the plaintiffs by William C Lawrence his attorney files his declaration against the said defendant in the words and figures following to wit

344

State of Ohio Union County ss. Union County Court of Common Pleas
for the July Term 1839 John Doe complains of Richard Roe for
that James Cox Robert Lemmon and Thomas E. McCulloch Executors
of the last will and Testament of Alexander Macdonald late of
Maryland deceased on the first day of March in the year 1837
at the County aforesaid had demised the following lands and
tenements to wit lying on Mill creek at the County of Union
aforesaid and No of Survey and Entry (4265) four thousand two
hundred and sixty five of the original Military lands patented in the
name of John Holmes for twelve hundred and thirty three acres and
one third of land and also ten messuages 10 cabins 10 Barns 10 gardens
Eighty acres of arable land fifty acres of plough land fifty acres of
pasture one thousand acres of wood land fifty acres of land covered
with water and one hundred acres of land with the appurtenances
situate in said County of Union to have and to hold the same to
the said John from the said first day of March 1837 aforesaid
for and during the Term of Ten years thence next ensuing
By virtue of which said demise the said John entered into said
Tenements and appurtenances and was possessed thereof for the Term afore
said. and the said John being so possessed the said Richard afte-
wards to wit on the 10th day of March in the year 1837 with force and
arms entered into the said Tenements with the appurtenances and
ejected the said John therefrom and other wrongs to the said John
then and there did to his damage five cents and therefore he sues &c
By A. C. Lawrence his atty

Mr Isaac Rigar Sir I am informed that you and the rest of
I am claim title to the premises in this declaration mentioned
or to some part thereof and I being sued in this action as a
casual ejector and having no title to said premises do advise
you to appear at the next Term of the Court of Common Pleas to be
holden on the 12th day of July next in and for the County of Union
and State of Ohio and make yourself Defendant in my stead
otherwise Judgment will there be entered against me by default
and you will be turned out of possession June 10. 1839
Your Loving friend Richard Roe

And afterwards to wit on the 12th day of July in the year 1839 on motion
to the Court it is ordered that Isaac Rigar be made defendant instead
in the place of the now defendant Richard Roe
And afterwards to wit on the 13th day of July in the year last
aforesaid came the now defendant Isaac Rigar by A. Hall his
attorney and filed the following plea to wit, and the said Isaac
Rigar comes and confesses the lease entry and ouster in said
declaration mentioned and admits himself to be in possession of the
premises in said declaration mentioned and for plea says that
he is not Guilty of the Trespass and Ejectment in the said
declaration alledged against him and of this he puts himself upon
the Country &c
By A. Hall his attorney

And afterwards to wit on the same day and year first hereinafter
said, On motion it was ordered that this cause be discontinued at the
costs of the plaintiffs It is therefore considered that the defendant recover
of the plaintiffs his costs in this behalf expended taxed at dollars
and cents
Attest James H. Gill Clerk

J. R. Swan

Robert M. Dawson
vs
Mary W. McFaddon
Jane A. McFaddon

Proceeding in Chancery before his Honor Joseph H. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Leafie his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand Eight hundred and thirty nine —

Be it remembered that heretofore to wit on the Ninth day of September in the year 1839 the complainant by John W. Andrews Esqr his attorney filed his Bill in Chancery in the words and figures following to wit

To the Court of Common Pleas within and for the County of Union and State of Ohio

Your Petitioner Robert M. Dawson of the County of Tuscarawas and State of Ohio is seized in fee Simple of the undivided half of the following real Estate to wit, two tracts or parcels of land lying on Fulton creek in said County of Union and described as follows one tract containing four hundred acres of land being a Survey on part of a military warrant number 5482 (Five thousand four hundred and eighty two) reference being had for a more particular description of said premises to a patent made to George Wallace as afsignee of John Gibson and bearing date the first day of October A.D. 1813 and duly recorded in the recorders office of said Union County The other tract also containing four hundred acres, and being a Survey or part of Military warrant number 5482 (Five thousand four hundred and eighty two) reference being had for a more particular description of said premises to another patent made to George Wallace as afsignee of John Gibson and bearing date the first day of October A.D. 1813 and duly recorded in the recorders office of said Union County and both of which said patents are signed by James Madison President of the United States And Your petitioner further represents that Mary W. McFadden and Jane A. McFadden infants of the city of Pittsburg in the State of Pennsylvania are each seized in fee Simple of one undivided fourth part of the aforedescribed premises as Tenants in common with the said Robert M. Dawson. Your petitioner therefore prays that partition of said lands may be made or if the same cannot be done without manifest injury that such other proceedings may be had as are authorized by law

By John W. Andrews his atty

And afterwards to wit at the October Term to wit at the Term aforesaid of the Court aforesaid the Complainant by his said attorney produced to the Court the following notice of publication together with the proof thereof to wit Notice Mary W. McFadden and Jane A. McFadden will take notice that a petition was filed against them on the 7th day of September A.D. 1839 in the Court of Common Pleas of the County of Union and State of Ohio by Robert M. Dawson and is now pending wherein the said Dawson demands partition of the following real estate to wit: Two tracts of land each containing four hundred acres and each lying on Fulton Creek in said Union County both being Surveys on parts of Military Warrant No. 5482 (Five thousand four hundred and eighty two) reference being had for a more particular description of said premises to two patents each made to George Wallace as afsignee of John Gibson, each bearing date on the 1st day of October A.D. 1813 and each signed by James Madison President of the United States and both being duly recorded in the Recorders office of said Union County and that at the next Term of said Court application will be made by the said Robert M. Dawson for an order that partition may be made of said premises

Datum Sept 7th A.D. 1839

John W. Andrews Solr for Plt

The proff reads in the words and figures following to wit Robert McDrahney being duly Sworn deposes and says that a copy of the notice hereto attached was Published on the 12th day of September A.D. 1839 in a newspaper called the Marion Star and that Said newspaper was then and ever since has been in general circulation in Said County of Union and that Said notice has been published in Said newspaper weekly from the time of Said ~~first~~ publication unto the present time, Sworn to and Subscribed the 31st day of Oct A.D. 1839 Jas H. Gill Clerk

And afterwards to wit on the Same day and year last aforesaid on motion S. Brush Esqr is appointed Guardian ad litem for the infant defendants in this cause and Said S. Brush forthwith appeared in Open Court and accepted Said appointment and filed the answer of Said Infant defendants which Said answer reads in the words and figures following to wit The joint answer of Mary M. McFadden and Jane A. McFadden Infant defendants to the petition for partition of Robert M. Dawson petitioner by S. Brush Esqr their Guardian ad litem Come the Said defendants now come by the Said S. Brush their Said Guardian ad litem and say that they know nothing of the matters and things set forth in Said petition, and ask the Court to do what to them may seem just in the premises Oct 31st 1839 Mary M. McFadden

Jane A. McFadden

By S. Brush their Guardian ad litem

And afterwards to wit on the Same day and year last aforesaid this cause came on to be heard on the petition answer &c In consideration whereof, It is ordered that by the oaths of Jas. R. Smith Joseph R. Cahill and Thomas R. Price partition be made of Said lands in Said petition discribed in the following proportion to wit to the Said Robert M. Dawson one equal half part and to the Said Mary M. McFadden and Jane A. McFadden jointly one equal half part and it is further ordered that a writ of partition issue to the Sheriff of Said County commanding him to cause Said partition to be made accordingly And afterwards to wit on the Same day and year last aforesaid a writ of partition issued in the words and figures following to wit The State of Ohio Union County ss To the Sheriff of Union County Greeting We command you that by the oaths of James R. Smith Joseph R. Cahill and Thomas R. Price without delay you cause partition to be made of the following real Estate Situate in Said County of Union to wit two parcels or tracts of land lying on Fulton creek in Said County & discribed as follows, one tract containing four hundred acres being in Survey on a part of military Warrant number 5482 (five thousand four hundred and eighty two) reference being had for a more particular discription of Said premises to a patent made to George Wallace as assignee of John Gibson and bearing date the 1st day of October A.D. 1813 & duly recorded in the recorders office of Said Union County the other tract also containing four hundred acres and being a Survey on part of Military Warrant number 5482 (five thousand four hundred and Eighty two) reference being had for a more particular discription of Said premises to an other patent made to George Wallace as assignee of John Gibson and bearing date the 1st day of October A.D. 1813 & duly recorded in the recorders Office of Said Union County both of which patents are Signed by James Madison President of the United States and that Such partition be made to the following individuals in the following proportions to wit to Robert M. Dawson one equal full half part, and to the Said Mary M. McFadden and Jane A. McFadden jointly one full equal half part and that your proceedings in the premises you distinctly certify under your hand to our Court of Common

Pleas within and for said County of Union together with this writ
Seal Witness James H. Gill Clerk of our said Court of Common Pleas
this 31st day of October A.D. 1839 Attest Jas. H. Gill Clerk
And afterwards to wit on the same day and year last aforesaid the Sheriff
made return of said writ in the words and figures following to wit
I have executed the within writ by the oaths of the within named commissioners whose report is herewith returned. Marysville Oct 31st 1839 R. Clark Sheriff
Which said Commissioners Report reads as follows to wit

Robert M. Dawson
vs
Mary W. McFadden
Jane A. McFadden

Partition Common Pleas Union County

We the commissioners appointed in this cause to make partition of the following real Estate to wit two parcels or tracts of land lying on Fallons Creek in said County and described as follows one tract containing four hundred acres being a Survey on a part of military warrant Number 5482 (five thousand four hundred and Eighty two) reference being had for a more particular description of said premises to a patent made to George Wallace as aSignee of John Gibson and bearing date the 1st day of October A.D. 1813 and duly recorded in the recorders office in said Union County. The other tract also containing four hundred acres and being a Survey on part of military warrant number 5482 (five thousand four hundred and Eighty two reference being had for a more particular discription of said premises to another patent made to George Wallace as aSignee of John Gibson and bearing date the 1st day of October A.D. 1813 and duly recorded in the recorders office of said Union County, which partition we are directed to make between Robert M. Dawson and Mary W. McFadden and Jane A. McFadden having been duly sworn upon a true view of the premises do set off and aSign to the said Robert M. Dawson in severalty for his share of said lands. the whole of the most northern of the above mentioned Surveys, and so much of the most southern of the said above mentioned Surveys as lies north of a line drawn from the north east corner of said Southern Survey parallel to the South line of said Southern Survey and extending to the west line of said Southern Survey, and the residue of said Southern Survey we do set off and aSign to the said Mary W. McFadden and Jane A. McFadden, defendants in said cause Given under our hands this 31st day of October A.D. 1839 James R. Smith Joseph R. Cahill Thomas R. Price

And afterwards to wit on the same day and year first herein aforesaid on motion to the Court by Mr J. M. Andrews Counsel for the petitioner, and upon producing the proceedings of the Sheriff and also the report and proceedings of the commissioners herein before appointed, and the same being examined

It is ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said parties hold in severalty by the shares set off and aSigned to each respectively by the said commissioners. and it is further ordered that the costs and expenses of this suit taxed to dollars be paid within thirty days by the said Robert M. Dawson and that J. M. Andrews the attorney in this case receive twenty five dollars as counsel fee and in default thereof that Execution issue therefor

Attest James H. Gill Clerk

J. M. Gibson

John Graham
vs
Thomas S. Hinde
Martha Beard
Thos. Bradley
Bradley
wife of the said
Thos Bradley
Martha Ann Beard
Lowry Beard &
Perry Beard

Proceedings in Chancery before his Honor Joseph R. Swan Esq. President and Robert Nelson Nicholas Hathaway and John Caple his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine, Be it remembered that heretofore to wit on the 25th day of April in the year 1839 the complainant by J. B. Andrews his counsel files herein his Bill in Chancery in the words & figures following to wit To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting. John Graham of the County of Franklin and State of Ohio respectfully represents that on or about the first day of April A.D. 1834 Henry H. Beard of the State of Kentucky and Thomas S. Hinde of the State of Illinois were owners as Tenants in Common of the following tract of land lying in said County of Union and bounded and described as follows, a tract of land lying in Millcreek Township in said Union County being Survey No. 3349 (Three thousand and forty nine) Surveyed for James Jenkins being twelve hundred acres and bounded as follows. Beginning at a Sugar tree ash and two beeches South east corner of said Jenkins Survey No. 3348 thence South 10 degrees East 480 poles crosses a branch at 116 poles and 214 poles to two elms and a maple thence South 80 degrees west 400 poles to two Sugartrees and a hickory thence north 10 degrees west 480 poles to an ash Elm and Sugar tree South west corner to said Jenkins Survey, thence with said line north 80 degrees East 400 poles to the place of beginning, and your orator further says that by a letter dated the first day of April A.D. 1834 and written by the said Henry H. Beard to the said Thomas S. Hinde, the said Beard authorizes and requested the said Hinde to sell his the said Beards interest in said tract of land a copy of which said letter is herewith filed marked (A.) and made part of this bill. And your orator further says that the said Thomas S. Hinde in pursuance of the authority so delegated to him by said Beard and being anxious to dispose of his own interest in the lands aforesaid by a letter dated January 30th A.D. 1835 authorized and requested one Daniel Wright of said Franklin County to sell said tract of land at the rate of one dollar per acre and the payment of all taxes due upon said land which said letter is herewith filed and made part of this Bill marked (B.) and your orator further says that by a title bond bearing date the 19th of January A.D. 1837 the said Daniel Wright in pursuance of the authority granted to him as aforesaid sold to the said John Graham the said tract of land your orator agreeing to pay therefor at the rate of one dollar per acre and all the back taxes so soon as a deed should be made to him by said Hinde and Beard of said premises, fifty dollars of which purchase money was paid by your orator in hand, and the receipt of the same acknowledged in said title Bond which said title bond is herewith filed and made a part of this bill marked (C.) and your orator further avers that the said Thomas S. Hinde was forthwith informed by the said Daniel Wright of the terms of said sale and by a letter dated the 3d of November A.D. 1837 and written before the death of the said Henry H. Beard as hereinafter set forth approved of and confirmed said sale and by divers letters written since the death of said Beard has expressed his readiness to comply with the terms of sale a copy of which said letter of the 3d of November

A.D. 1837 is herewith filed and made part of this Bill marked (D)
Your orator avers further that he has in pursuance of his agreement as
expressed in said title Bond paid up all the taxes due upon said
land, that he has always since said Sale been ready and anxious and
still is ready and anxious to comply fully and Strictly with the Terms of
said contract and has repeatedly expressed to the said Daniel Wright
and to the said Heinde his wish so to do and has in every respect
fulfilled all that was encumbent upon him by the terms of said contract
to do and perform, Your orator further represents that before sufficient time
had elapsed after said Sale to enable said Heinde to procure for your orator
from said Beard a deed of his interest in said premises in pursuance
of said Sale made by said Wright and Heinde as aforesaid and on or
about the first day of May A.D. 1837 The said Henry H. Beard died leaving
Martha Beard his widow and Thomas Bradley and Bradley wife
of the said Thomas Bradley Martha Ann Beard Lowry Beard and
Perry Beard (the three last mentioned being minors) his heirs at law and
legal representatives that the said Thomas Bradley has since been appointed
duly administrator of the Estate of the said Henry H. Beard, and that
the said widow and heirs of the said Henry H. Beard and his said
Administrator are all non residents of the State of Ohio and as your orator
believes residents of the State of Kentucky and that the said Thomas S.
Heinde is a non resident of the State of Ohio and a resident
of the State of Illinois, Your orator therefore prays that an order of pub-
lication may be made in this cause and that the said Martha Beard,
and Thomas Bradley both in his capacity of administrator and
heir as aforesaid Bradley wife of the said Thomas Bradley
Martha Ann Beard Lowry Beard Perry Beard and Thomas S.
Heinde may be made defendants to this Bill and may answer all
and singular the premises, that on the final hearing of this cause the
said Thomas S. Heinde may be decreed on payment into Court by
your orator of the amount justly due said Heinde for said lands, to
make to your orator a good and sufficient deed with covenant with
general warranty for an undivided half of said premises and that
on payment aforesaid of the amount justly due to the Heirs of the Henry
H. Beard by your orator under said contract the said Heirs or the said
administrator of the said Henry H. Beard in behalf of said Heirs
may be decreed to convey in like manner an undivided half of said
premises, and that such further or such other and further relief may
be had in the premises as equity and good conscience may require
By J. M. Andrews his Solicitor

Exhibit marked (D) reads in the words and figures following to wit
City of Lexington April 1st 1834 Dear Friend I received yours of the
9th of February almost literally worn out, I had taken a trip to Shelby
and was there prepared with a writ to serve as a witness in a case of Negroes
between my brothers Father in law and his son in law Mr Ewing at
Lawrenceburg Indiana Co. My this detained me some weeks on my return before your
multiplied letters
Business: I am glad that the business is settled with S. Starling, I
showed your letter to Stubblefield and he approved of it the tax arrange-
ment is all right, The transaction in the Yellow Bird tract is all
well, The Maysville land it is well to sell at a fair price,
I have nothing new to write to you as I suppose you are well apprized
of the distress in the money line, My family has been sore afflicted by the
influenza Mr Scott is now in the hands of the Doctors and I came very
near losing two of my black men I have been down myself but
Dam thank God rapidly on the mend, I have some vexatious law suits

an hand Soonas I have got clear of & will if Space Start for Urbana about the 8 or 9th Inst Yours as usual H. Beard
Directed to Thomas S. Hinde Esq Urbana Ohio
The above is a true transcript of the original letter written by H. Beard to T. S. Hinde and now in my possession T.S. Hinde
Exhibit A marked (B) reads in the words and figures following to wit
Mt. Carmel January 26th 1835 Mr. Daniel Wright Yours of the 3d Inst came to hand on yesterday I cannot say precisely what the amt ought to be say 1.25$ all in hand — $1 rather than miss & clear off the taxes and as Col Beard is interested in part of the land take charge of all of it & pay taxes or keep it from being sold for taxes, and we will allow you the customary price and whatever is reasonable for your services, as to this matter you & I can settle when we settle My best respects to your good lady & to Mother Yours sincerely Thos S. Hinde
P.S. If you can get more than the above so much the better for you and us (Beard & myself) Exhibit marked (C) reads as follows to wit
Received Dublin January the 17th 1837 of John Graham Fifty dollars in part payment of a purchase of a tract of land lying in Union County Millcreek Township and State of Ohio being Survey No. 3349 Surveyed for James Jenkins Twelve hundred acres of Canton nine Military warrants 2178. 2272. 2457. 2770. 2771. 2773. 2774. 2775. 2776. and bounded as follows beginning at a Sugartree Ash and two Buckeyes South east corner of said Jenkins Survey No. 3348 thence South 10 degrees East 480 poles crosses a branch at a 116 poles and 210 poles to two Elms and a maple thence South 80 West 400 poles to two Sugar trees and a hickory thence north 10 west 480 poles to an ash Elm and Sugartree South west corner to said Jenkins Survey thence with said line North 80 East 400 poles to the place of beginning. bought of Thomas S. Hynds and Col. Beard of which I am agent to sell, The above land is Sold to the said Graham at one dollar per acre and all back taxes to be paid as soon as the deed can be made to said Graham from Hynds and Beard The deed is to be a good and sufficient warrantee Deed Wright
Exhibit marked (D) reads as follows to wit Mount Carmel Nov 5th 1837
Daniel Wright Esq Dear Sir Your favor of the 16th ult was received this day having returned last night from exploring the County in Indiana on the St Louis Mt. Carmel and Louisville rail road route for Stone for building a dam at the grand rapids hunting also Iron and Stone coal banks I wrote you some time ago and suppose my letter has miscarried to confirm the bargain with Mr. Graham So far as to Stand until the deed is prepared To prepare the deed please send me from Columbus from the Auditors office a copy of the Survey, and I will make out the deed and send it to Beard So his wifes relinquishment can be taken and then forward the deed to you, Beard and myself will go up this winter perhaps next month. or if I send. the original Survey or copy from the office I will include the whole with the original lines in the deed I am glad to find that land still keeps up in Ohio In this part of Illinois but in the north of Illinois & Indiana there has been great rage of Speculation Lands have fallen. please present my best respects to your good lady, old mother Christy & the friends generally Yours friend Thos S. Hinde
And afterwards to wit on the 25th day of April in the year 1839
On motion to the Court It is ordered that notice of the pendency of this suit and of the substance and prayer of said Bill be published for Six consecutive weeks in the Freedom and Union County Advertiser previous to the next Term of this Court and this

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cause is continued, And afterwards to wit on the thirty first day of Oct A.D. 1839 on motion it is ordered that S. Brush Esqr be appointed Guardian ad litem in this cause for the infant defendants Martha Ann Beard Lowry Beard & Perry Beard and thereupon the said S. Brush appeared in open Court and accepted said appointment and filed the answer of said Infant defendants. The said plaintiff having by his said attorney filed herein a notice of publication together with the proof thereof as follows to wit- Notice In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio at their April Term A.D. 1839 Martha Beard Thomas Bradley and Bradley wife of the said Thomas Bradley Martha Ann Beard Lowry Beard Perry Beard and Thomas S. Hinde are hereby notified that on the 15th day of April A.D. 1839 John Graham of the County of Franklin and State of Ohio filed in said Court a Bill in Chancery the object and prayer of which bill is that the said Thomas S. Hinde may be decreed to convey to the said John Graham an undivided half of the land hereinafter described and that the heirs of Henry H. Beard or his administrator in behalf of said Heirs may be decreed to convey to the said John Graham an undivided half of the lands herein after described and that the Heirs of Henry H Beard said premises in pursuance of a title bond given to said Graham by one Daniel Wright for said premises & ratified by the said Thomas S. Hinde for himself and as the authorized agent of the said Henry H. Beard on the said John Graham paying into Court the amount justly due to the said Hinde and the said Heirs of the said Henry H. Beard by the terms of said title Bond the said land being bounded and described as follows a Tract of land lying in Union County Millcreek Township and State of Ohio being Survey No. 3349 Surveyed for James Jenkins being twelve hundred acres of land and bounded as follows beginning at a Sugar tree ash and two Beeches South east Corner of said Jenkins Survey No 3348 thence South 10 degrees east 480 poles crossing a branch at 116 poles and 214 poles to two Elms and a maple thence South 80 degrees west 400 poles to two Sugartrees and a hickory thence north 10 degrees west 480 poles to an ash Elm and Sugartree South east corner to said Jenkins Survey thence with said line north 80 degrees east 400 poles to the place of beginning. And the said Thomas S. Hinde and Martha Beard Thomas Bradley and Bradley wife of said Thomas Bradley Martha Ann Beard Lowry Beard and Perry Beard are further notified that unless they appear and plead answer or demur to the said Bill within sixty days after the next Term of said Court the said John Graham at the next Term after the expiration of said sixty days will apply to said Court to take the matters of said Bill as confessed and to decree thereon accordingly J. W. Andrews Sol for Compt

State of Ohio Union County ss Personally appeared in open Court Stephen M'Cain one of the publishers of our Freedom and Union County advertiser a newspaper published in Union County Ohio and of general circulation therein who being duly sworn according to law says that the annexed notice has been published therein for six consecutive weeks prior to the opening of this Court

Stephen M'Cain

Sworn to and subscribed in open Court the 12th day of July 1839

Jamd H. Gee clerk

The answer of said Infant defendants above referred to reads in the words and figures following to wit The joint answer of

& Martha Ann Beard Lowry Beard and Perry Beard &c
Infant defendants to the Bill of John Graham Complainant
and the said Infant defendants by their Guardian ad litem S. Brush
now comes and for answer to said Bill of said complainant say that
they know nothing of the matters & things in said bill set forth and
ask the Court to do what to them may seem just and right in the
premises. Martha Ann Beard Lowry Beard By Perry Beard
By S. Brush Guardian ad litem

And afterwards to wit on the same day and year first herein
aforesaid This cause came on to be heard upon the Bill exhibits and
answers of Infants defendants and the remaining defendants
to wit to wit Martha Beard Thomas Bradley & Bradley
wife of the said Thomas Bradley & Thomas S. Hinde Still failing
to appear and plead answer or demur to said Bill the Court being
fully advised and in consideration of the premises do order and de-
cree that the said Bill be taken, pro confesso, by the said Thomas
S. Hinde Martha Beard Thos. Bradley Bradley wife
of the said Thomas Bradly, and that the equity of said case is
with said complainant and thereupon in consideration of the
premises It is ordered that the said Thomas S. Hinde Execute
and deliver to the said John Graham a good and sufficient deed
in fee simple with covenants of general warranty for one full
equal and undivided half of said premises in said Bill des-
cribed and for all his right-title interest in said premises
within sixty days from the rising of this Court, and in de-
fault thereof and on said John Graham fully complying
with this decree, this decree shall stand as such conveyance
by said Hinde of said undivided half of said premises and
of all the right-title & interest of said Hinde in said premises
And it is further ordered that the said Thomas Bradley & Bradley
wife of the said Thos Bradley and the said Martha Beard shall within
sixty days from the rising of this Court execute and deliver to the said
John Graham a good and sufficient deed in fee simple & good and suf-
ficient deeds in fee simple with covenants of Special warranty for one full
equal undivided half part of said premises in said Bill described and for
all their right title and interest of every kind in said premises derived by
through or under the said Henry H. Beard deceased and in default of such
deed or deeds this decree on the said John Graham fully complying with
the same shall stand as such conveyance, And it is further ordered
that this decree on the said John Graham fully complying with the same
shall stand as a conveyance to the said John Graham of all the interest
of the said Martha Ann Beard Lowry Beard & Perry Beard in said
premises in said Bill described which they may have derived by through
or under their deceased father the said Henry H. Beard and of all
the interest of every kind and description whatsoever which was in
the said Henry H. Beard at the time of his death And it is further
ordered that on the delivery of said deed by the said Thomas S. Hinde to the
said John Graham within sixty days as aforesaid the said John Graham shall
pay to the said Hinde or his attorney or agent so much of the sum of five
hundred and fifty dollars as shall remain after deducting one half of the
costs of this suit and in default of said delivery of said deed by
said Hinde said money shall within twenty days after the expiration
of said sixty days be deposited with the Clerk of this Court to be paid
over to the said Hinde his agent or attorney, and it is further or-
dered that on delivery by the said Martha Beard Thos. Bradley

Bradley wife of the said Thad Bradley of the deed or deeds conveying all their respective interests as herein before ordered to the said John Graham within sixty days from the rising of this Court that the said John Graham shall pay to the said Thomas Bradley as administrator of the said Henry Henry H. Beard as much of the sum of said Six hundred dollars as shall remain after deducting therefrom one half of the costs of this suit and in default of the delivery of said deed or deeds conveying said interest as last aforesaid said money shall within twenty days after the expiration of said sixty days be deposited with the Clerk of this Court to be paid over to the said Thomas Bradley as administrator of the said Henry H. Beard his agent or attorney and it is further ordered that the said John Graham with the money to be deducted as aforesaid from the amounts due to said defendants as aforesaid shall pay the costs of this suit, and it is further ordered that the infant defendants in this cause respectively shall have till months after arriving at full age to contest this decree the above decree so far as the said Thomas S. Hinde is concerned with the consent of the said Hinde by Messrs Brush & Elliott his attorneys

Attest James H. Dill Clerk

J R Swan

Joseph Wilson
Miles Winchester
Susan Winchester
wife of the said
Miles Winchester
William Wilson
Charles Wilson
Daniel Wilson
Fanny Wilson
George Wilson
Luther Wilson
Ralph R. Wilson &
Dolly Wilson
vs
Aaron B. Nott &
Celinda his wife

Proceedings in Chancery before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Caple 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 thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine—

Be it remembered that heretofore to wit on the 22nd day of April in the year AD 1839 the plaintiffs by W.G. Lawrence their Attorney filed herein their petition in Chancery in the words and figures following to wit

To the Honble the Judges of the Court of Common Pleas in and for the County of Union. Joseph Wilson Miles Winchester and Susan his wife formerly Susan Wilson and William, Charles, Daniel, Fanny, George, Luther Ralph R. and Dolly Wilson minors and all heirs and legal Representatives of Emery Wilson late of this County deceased would (the said Joseph, Miles, and Susan for themselves and the minor heirs aforesaid. by their next friend Joseph Wilson) respectfully represent that said Emery died intestate, and said estate was not encumbered by debts, and Administration on the same has been omitted. That said Emery died leaving Celinda Wilson his widow and mother of your petitioners, that she subsequently married one Aaron B. Nott now of this County. That the father of your petitioners died seized in fee of the following real estate lying in this County containing one hundred acres lying on Blues creek and Beginning at two Buckeyes Ironwood and Sugartree S. East corner to lands owned by John Gamble thence N. 80 E. 160 poles to three Beeches thence S. 10 E. 100 poles to 3 Elms. thence S. 80 W. 160 poles to 2 Beeches and an Ironwood thence N. 10 W. 100 poles to the beginning, That said Nott is intemperate to a degree beyond any thing you know and has control of the whole Farm which is improved and valuable Your petitioners therefore pray that said Celinda and Aaron B. Nott may be made defendants and that such proceedings may be had that dower may be assigned by metes and bounds

in said premises to said Scotts and that your petitioner may enjoy the balance clear of encumbrance as they should and they ought and as in duty bound they will ever pray and &c Jerome Sol. for petitioner
And afterwards to wit On the same day and year last aforesaid, a writ of Subpoena in Chancery was issued against the said defendants in the words and figures following to wit The State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Aaron B. Scott and Celinda Scott his wife to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next term to wit on the 25th Inst to answer the matters and things contained in a petition in chancery exhibited against them by Joseph Wilson and Silas Hoeg & Emery Wilson deceased and this they shall in no wise omit under the penalty of One thousand dollars and have you then there this writ Teste Wilson James H. Gill Clerk of the Court aforesaid at the Court House in Marysville this 22nd day of April A.D. 1839 James H. Gill Clerk
And afterwards to wit on the 23d day of April A.D. 1839 the Sheriff made return of said writ as follows to wit Served by delivering a certified copy to A.B. Scott. C. Scott not found R. Clark Sheriff and afterwards to wit on the 12th day of July in the year 1839 came the said Celinda Scott by P.B. Cole her attorney and filed her answer as follows to wit Joseph Wilson vs Celinda and Aaron B. Scott Union Common Pleas July Term 1839 Petition for assignment of dower. The Separate answer of Celinda Scott to a petition Exhibited against herself & Aaron B. Scott by Joseph Wilson et al in Union Com Pleas. The said Celinda Scott for answer says that she cannot gainsay the allegations in complainants said petition, but consents that the prayer of the same may be granted By P. B Cole her atty
And afterwards to wit at the July Term 1839 of the Court aforesaid This cause came on to be heard upon the application of complainants and the answer of Celinda Scott assenting to the prayer of said petitioner, and the said Aaron B. Scott failing to plead answer or demur to the said application it is considered by the Court that the petition as to this defendant be taken for confessed, It is therefore ordered that said defendants be endowed of one equal third part of the lands in the said petition described, and it is further ordered that a writ issue to the Sheriff of the County of Union commanding him that by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of said parties, he cause such dower to be assigned and set off to said defendants agreeably to the Statute in such case made and provided and it is further ordered that complainants pay two thirds of the costs of this application and that defendant Aaron B. Scott pay the remaining one third part of said costs And afterwards to wit on the 23d day of July A.D. 1839 the following certified copy of said Journal Entry was issued to the Sheriff of said County to wit

Union County Court of Common Pleas of the Term of July A.D. 1839

Joseph Wilson Silas Hinchsite & Susanna his wife and others
vs
Aaron B. Scott and Celinda his wife

For Assignment of Dower

This cause comes on to be heard upon the application of Complainants and the answer of Celinda Scott assenting to the prayer of said petitioners and the said Aaron B. Scott failing to plead answer or demur to the said application It is considered by the Court that the petition as to this defd be taken for confessed It is therefore ordered that said defendants be endowed

of one equal third part of the lands in the said petition described and it is further ordered that a writ issue to the Sheriff of this County of Union commanding him that by the oaths of three disinterested judicious men of the vicinity who are not of kin to either of said parties he cause such dower to be assigned and set off to said defendants agreeably to the Statute in such case made and provided and it is further ordered that complainants pay two thirds of the costs of this application and that defendant Aaron B. Nott pay the remaining one third part of said costs

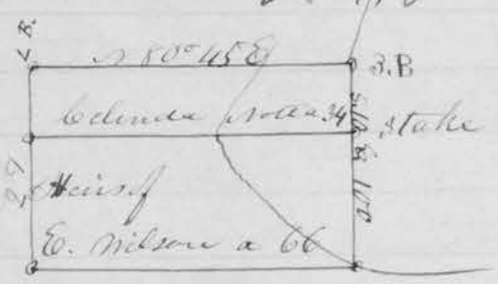
State of Ohio I certify that the above is taken and correctly copied from the Records of Union County Court of Common Pleas at the time above written Given under my hand and seal of office at Marysville this 23d day of July A.D. 1839 James H. Gill Clerk

And afterwards to wit on the 29th day of Oct A.D. 1839 the Sheriff made his return of said writ in the words following to wit executed this writ by the oaths of Levi Phelps Jas Cluggage and E McAllister as commissioners and Levi Phelps Surveyor R. Clark and S. Gamble chain carriers and J. Butcher marker, the Report of said Comrs. is hereto annexed which I ask to be taken as part of my return

R. Clark Sheriff

Said Commissioners Report reads as follows to wit, At the instance of Ransom Clark Sheriff of the County of Union we the subscribers proceeded on the 23d day of July 1839 to lay off by metes and Bounds the dower of Elvira Nott being the equal one third part of the real Estate of Emery Wilson Dec'd being in all one hundred acres of land after being duly sworn we proceeded to set off said dower in the following manner to wit beginning at three Buckeyes North east corner of the premises aforesaid, thence with the line connecting the same thence S. 80° 45 W. 160 poles to a Stake near a Buckeye marked as a corner the only original corner tree now standing South East corner to lands owned by John Gamble, thence with the original west line S. 10 E. 34 poles to a Stake thence N. 80° 45 E. 160 poles to a Stake in the east original line of the said Emery Wilson dec'd land, thence with his line N. 10 W. 34 poles to the beginning containing thirty four acres

Levi Phelps
James Cluggage
E McAllister
Commissioners



And afterwards to wit on the same day and year first herein aforesaid, on motion to the Court by Mr Sawyer counsel for the petitioner, and upon producing the proceedings of the Sheriff and also the Report and proceedings of the commissioners and the same being examined It is ordered that said proceedings and Report be and the same are hereby approved and confirmed, and that the said parties holding severally the shares set off and assigned to each respectively by said commissioners and it is further ordered that the parties within thirty days pay the costs of this suit in proportion to their several interests as specified in the order of this Court at last term and in default of payment that issue therefor as upon Judgments at Law

Attest James H. Gill Clerk

John A. Bryan
&c
Elias F. Drake
John L. Doran
Marvin McNulty &
John M. Chapman

Proceedings in Chancery before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Cupid 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 thirty first day of March in the year of our Lord one thousand eight hundred and thirty nine

Be it remembered that heretofore to wit on the 25th day of April in the year of our Lord 1839 the petitioner by Messrs Busk and Gilbert Esqrs his counsel filed herein his petition in the words and figures following to wit To the Honorable the President and associates Judges of the Court of Common Pleas of the County of Union in Chancery Sitting Your petitioner John A Bryan Sheweth unto your Honors that he is seized in fee Simple of one undivided third part of the following described tract of land situate in Union County and State of Ohio to wit Survey of twelve hundred acres of land as part of Military warrant No. 5757 in favor of James Gilmore on the waters of Bokes creek beginning at a beech hickory and Elm South easterly corner to Robert Means Survey No. 5387 running with his line and with the line of Bayly and Merrymans Survey No. 3238 N 7° degrees east 530 poles cropping several Branches to two Elms two hickories two Buckeyes and two Buckeyes Southwesterly corner to Duncan McArthurs Survey No 6507 thence with his line N. 87° E. 426 poles cropping a large branch at 82 poles a small branch at 100 poles, a large branch at 336 poles and a small branch at 350 poles to a large white oak Ash and hickory South east corner to said McArthurs and South westerly corner to the Representatives of William Frazies Survey No. 3690 thence South 7° W. 178 poles to a buck thence N. 83° W. 530 poles to the beginning being the same patented to Samuel McKee on the 30th of April A.D. 1812 all which will more fully appear reference being had to a certain deed of conveyance from John L Doran to your petitioner for said one third part of said land dated the 18th of April 1838 and herewith filed and made a part of this petition Marked as voucher "A." Your petitioner further represents that Elias F. Drake residing in Xenia Green County Ohio and John L. Doran whose residence is unknown to your petitioner but not a resident of the State of Ohio, are each entitled to one undivided third part third part of said tract of land in fee Simple but your petitioner is informed and believes that the said John L. Doran has mortgaged his interest in said land to McNulty and Chapman of the city of newyork to secure the payment of two thousand dollars due by the said Doran to the said McNulty and Chapman. Your Petitioner prays the premises considered that the said Elias F. Drake John L. Doran and the said McNulty and Chapman be made parties defendants hereto and be compelled to answer this petition and the matters herein contained and that your petitioner may have partition of said tract of land and his part thereof set off to him in severalty and such other and further relief as the nature of the case may require & to your Honors seem meet Your petitioner prays the writ of Subpoena &c Busk & Gilbert Solcts for Petitioner

Said voucher marked A. reads in the words and figures following to wit Know all men that I John L. Doran of Franklin in the State of Ohio for and in consideration of the sum of one dollar to me in hand paid by John A. Bryan of the County of Franklin and State aforesaid the receipt whereof is hereby acknowledged have granted bargained sold remised and quit claimed and by these presents do grant bargain sell remise and quit claim unto the said John A. Bryan and to his heirs and assigns forever an undivided third part of the following described tract of land situate in Union County and State of Ohio to wit Survey of twelve hundred acres of land on part of a military warrant No. 5157 in favor of James Gilmore on the waters of Yokes Creek Beginning at a buck hickory and Elm Southeasterly corner to Robert Means Survey No 5387 running with his line and with the line of Baxley and Merrymans Survey No. 3238 N. 7° East 530 poles crossing small branch to two Elms two hickories two Buckeyes and two beeches Southwesterly to Duncan McArthurs Survey No 6507 thence with his line South 51° E. 626 poles crossing a large branch at 82 poles a small branch at 100 poles a large branch at 336 poles and a small branch at 350 poles to a large white oak Ash and hickory Southeast corner to said McArthurs Survey and Southwesterly corner to the Representatives of Williams Frazers Survey No 3690 thence S. 7° W. 198 poles to a beech thence N. 83 W. 530 poles to the Beginning being the same patented to Samuel McKee on the 30th day of April A.D. 1812 Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversions remainders, rents issues and profits thereof and all the Estate right title interest claim or demand whatsoever of me the said John L. Doran either in Law or equity of in and to the above bargained premises, To have and to hold the same to the said John A. Bryan and to his heirs and assigns forever. In witness whereof I the said John L. Doran have hereunto set my hand and seal the 19th day of April in the year of our Lord one thousand eight hundred and thirty eight.

John L. Doran [Seal]

Signed Sealed and acknowledged
in presence of us W. T. Martin
B. F. Martin

The State of Ohio Franklin County ss

Be it known that on the Eighteenth day of April 1838 personally appeared before me W. T. Martin a Justice of the peace in and for said County John L. Doran signer and sealer of the above conveyance and acknowledged it to be his voluntary and free for the purposes therein expressed

W. T. Martin J. P.

And afterwards to wit on the 12th day of July in the year 1839 the Petitioner by his said attorneys produce the following notice and proof of its publication to wit State of Ohio Union County ss

John A Bryan
vs
Elias F. Drake
John L. Doran
Marvin McNulty
John M Chapman

For Partition

The said defendants will take notice that a petition was filed against them on the 25th day of April A.D. 1839 by the said John A Bryan and is now pending wherein the said John A Bryan demands Partition of the following real Estate Situate in Union County and State of Ohio to wit. Survey of twelve hundred acres of land

an part of Military warrant No 5157 in favor of James Gilmore on the waters of Bokes Creek; Beginning at a Buck hickory and Elm Southeasterly corner to Robert Means Survey No. 5387 running with his line and with the line of Barley and Merrymans Survey No. 3238 N. 7 degrees E. 350 poles crossing several Branches to two Elms two hickories two Buckeyes and two Beeches Southwesterly corner to Duncan McArthurs Survey No 6507 thence with his line S. 51 degrees E. 686 poles crossing branch at 82 poles a small branch at 160 poles a large branch at 336 poles and a small branch at 350 poles to a large white oak Ash and hickory Southeast corner to Said McArthurs Survey and Southwesterly corner to the Representatives of Williams Frazers Survey No 3690 thence S. 7 degrees W. 178 poles to a beech thence N. 83 degrees W. 530 poles to the beginning being the same patented to James McKee on the 30th day of April A.D. 1812 and that at the next July Term A.D. 1839 of this Court of Common Pleas of said County of Union application will be made by the said John A. Bryan for an order that partition may be made of said premises

Bush & Gilbert attys for Petitioner

State of Ohio Union County ss

Personally appeared in open Court Stephen McCain who being duly sworn deposes and says that the annexed notice was published in "Our Freedom and Union-County Advertiser" a newspaper published and in general circulation in Union County Ohio for more than forty days successively previous to the present Term of this Court

Stephen McCain

Sworn to and subscribed in open Court this 12th day of July 1839

James McKee Clk

And afterwards to wit on the 12th day of July A.D. 1839.

On motion and it appearing to the Satisfaction of the Court in this case that due notice has been given by the Petitioner according to Law and no sufficient reason appearing why partition should not be made of the lands and tenements in the petition named, it is therefore ordered adjudged and decreed by the Court that partition be made in favor of the demandant — and the other parties in interest — and that the Sheriff of this County by the oaths of Levi Phelps Stephen McCain and Cyprian Lee three judicious disinterested Freeholders of the vicinity do cause to be set off and divided to the demandant John A. Bryan one equal third part to the said Elias F. Drake one equal third part — And to the said John L. Dugan or those claiming under him one equal third part of the said lands and tenements in the petition named and that he return his proceedings to the next Term of this Court — to which time this cause is continued

And afterwards to wit on the twelfth day of July 1839 the following copy of said Journal Entry was given to the Sheriff Said County to wit

John A. Bryan vs Partition Elias F. Drake & others

On motion and it appearing to the Satisfaction of the Court in this case that due notice has been given by the Petitioner according to Law and no sufficient reason appearing why partition should not be made of the lands and tenements in the petition named it is therefore ordered adjudged and decreed by the Court that partition be made in favor

of the Demandant and the other parties in Interest and that the Sheriff of this County lay the axiss of Levi Phelps Stephen McLain and Cyprian Lee three Judicious disinterested Freeholders of the vicinity do cause to be set off and dividee to the said Demandant John A Bryan one equal third part, To the said Elias F. Drake one equal third part and to the said John L. Doran or those claiming under him one equal third part of said lands and tenements in the petition named and that he returne his proceedings to the next term of this Court to which time this cause is continued. I hereby certify the above and foregoing to be a true copy of the Journal Entry made in this cause at the July Term A.D. 1839 of the Court of Common Pleas of Union County, Ohio.

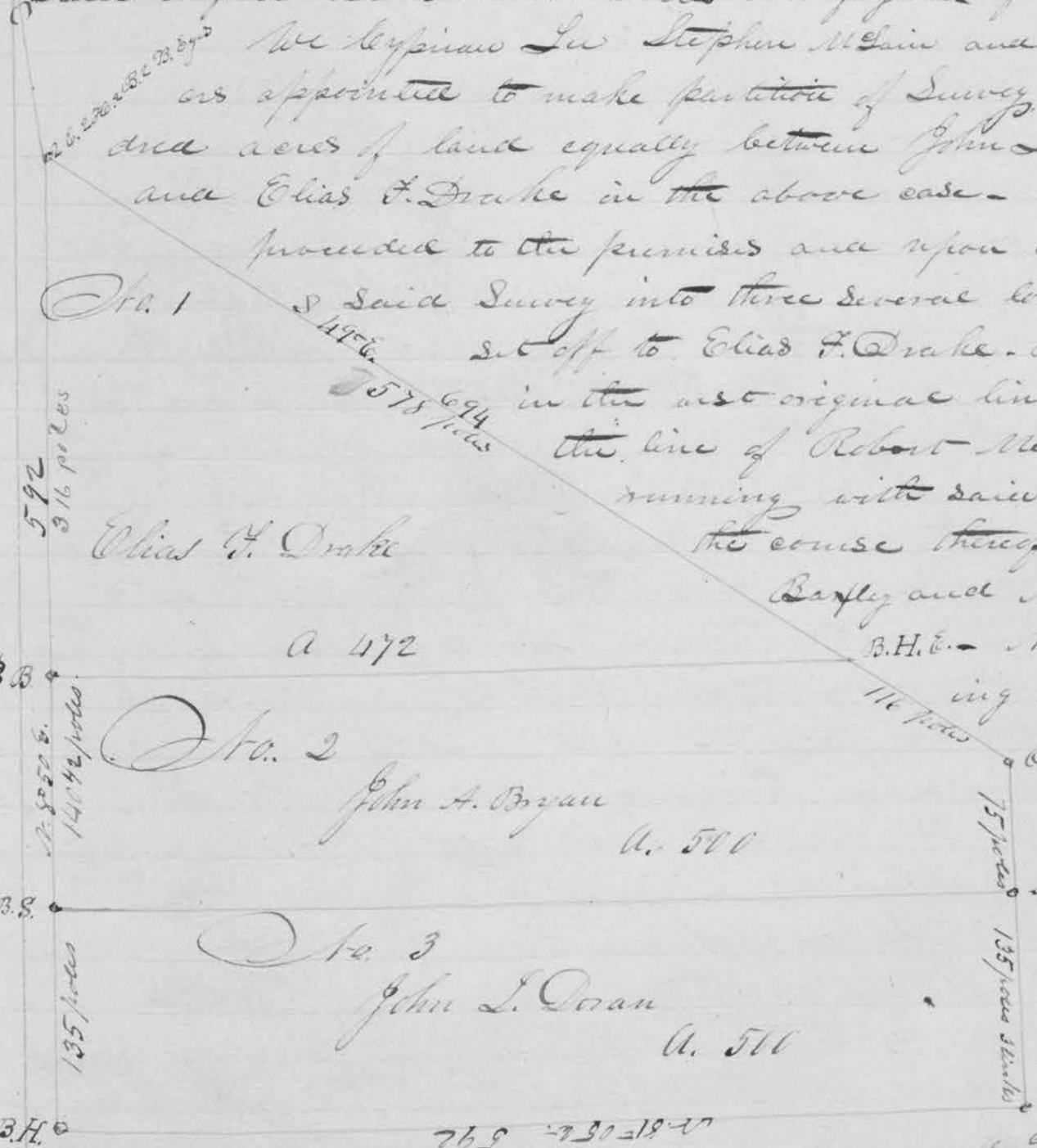
Attest James H. Lee Clerk

And afterwards to wit on the 31st day of October A.D. 1839 the Sheriff made return of said writ in the words and figures following to wit Executed the above command by calling Cyprian Lee Stephen McLain and Levi Phelps who after having been duly sworn by Lea Wood a Justice of the peace returnee to me the written Report which I ask to be received as a part of my return

July 28th 1839 R. Clark Sheriff

Said Report reads in the words and figures following to wit

We Cyprian Lee Stephen McLain and Levi Phelps Commissioners appointed to make partition of Survey No. 3635 of twelve hundred acres of land equally between John L. Doran John A. Bryan and Elias F. Drake in the above case. Being duly sworn we proceeded to the premises and upon actual view & partition of said Survey into three several lots to wit Lot No 1 we set off to Elias F. Drake. Beginning at three Beeches in the east original line of said Survey in the line of Robert Means Survey No 5387 thence running with said Means line correcting the course thereof and with the line of Bayley and Merrymans Survey No 3238 B.H.E. North 8° 50 E. 316 poles crossing several branches to two Elms two Buckeyes & two Buckeyes South west to a Stake corner to Duncan McArthurs Survey No 6507 thence with his line correcting the course thereof S. 47 E. 578 poles to a Beech Hickory & Elm a Beech Hickory & Elm in said McArthurs line thence N. 81° 05 W. 482 poles to the beginning containing four hundred and seventy two acres. Also laid off Lot No 2 to John A Bryan. Beginning at three beeches in the west line of the original Survey in the line of R. Means Survey No 5387 & Southwest corner to Lot No 1 thence with the line of said Lot No 1 S 81 05 E 482 poles to a Beech Hickory and Elm in the line of Duncan McArthurs Survey No. 6507 thence with his line correcting the course thereof S. 47 E. 116 poles to a large white oak Hickory and ash the ash down the oak dead and partly burned South west corner to Purliance Rogers Survey No 3690 & Southeastly corner to said McArthurs Survey No 6507 thence S. 7 West 75 poles to a Stake in a fence supposed to be in the



East line of the original Survey thence N. 81° 05' W. 59 1/2 poles to two Beeches and a Sugar tree in the west original line and in the line of Robert Means Survey No 5387 thence with the line of said Means correcting the course thereof N. 8° 50' E. 140 1/2 poles to the Beginning containing five hundred acres - Also lands off Lot No 3 to John L. Doran beginning at two beeches and Sugar tree in the west original line of said Survey in the line of Robert Means Survey No 5387 & South westerly corner to Lot No 2 thence with the line of said Lot No 2 S. 81° 05 E. 59 1/2 poles to a Stake in the east original line of said Survey thence with said line S. 7 W. 135 poles & three links to a Stake in the South east corner of said Survey (supposed to be) (no living corner found) thence with the South original line correcting the course thereof N. 81° 05 W. 592 poles to a Beech and Hickory supposed to be the South west original corner of said Survey thence with the line correcting the course thereof N. 8° 50 E. 135 poles & three links to the beginning containing five hundred acres July 27. 1839

Cyprian Lee Seal
Stephen M Cain Seal
Levi Phelps Seal

And afterwards to wit on the day and year first herein aforesaid to wit on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine. On motion to the Court by Brush & Gilbert counsel for Petitioner and upon producing the proceedings of the Sheriff and also the Report and proceedings of the commissioners herein before appointed and the same being examined it is ordered that said proceedings and Report be and the same are hereby approved and confirmed and that the said parties hold in severalty the Shares set off & assigned to each respectively by the said Commissioners And it is further ordered that the costs and Expenses of this Suit Taxed at $ including a counsel fee of Fifty dollars to Brush & Gilbert be paid within twenty days by the parties in the following proportions to wit one third thereof by the said John A. Bryan one third thereof by the said Elias F. Drake and the remaining third by the said John L. Doran and in default thereof that Execution issue therefor

Attest James Hagerty Clerk

J. R. Doran

Joel Hall vs Manly S. Butler

Pleas before his Honor Joseph Ridgway Esqr President and Robert Skelton Nicholas Heathcoat and John Caple 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 thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine.

Be it remembered that heretofore to wit on the sixth day of January in the year 1839 the complainant by Mr. C. Lawrence his counsel filed his application in the words and figures following to wit

To the Honble the Court of Common Pleas of Union County Ohio in Session. Your Petitioner prays an order of redemption for 206 acres of land sold in this County in 1836 and lying in the same and purchased by one Manly S. Butler for $7.60 4 Joel Hall by Mr. Lawrence atty And afterwards to wit on the thirty first day of Oct. 1839 the complainant files the following notice together with the proof of its publication to wit Redemption of Land Notice is hereby given that I

Shall move the Court at the next Term of the Common Pleas in and for the County of Union for an order of Redemption for the following 206 acres of Land sold for taxes in the year 1836 at the County aforesaid to Manly Butler, which Stood charged in the name of Thomas Lacy original quantity 186⅔ Nos. of Entry 6493& 5529 Water course Bluescreek original proprietor Robt Means, Present quantity 206: Value $255 whole Tax $7.60.4 The necessary deposit has has been made and a certificate therefor obtained

Joel Hall by W.G. Lawrence atty

State of Ohio Union County ss. Stephen McLain one of the publishers of Our Freedom a Newspaper published in Union County in said State being duly Sworn says that the notice hereunto attached was published in said paper seven consecutive weeks previous to this Term of the Court

Stephen McLain

Subscribed and Sworn before me this 31st of Oct AD. 1839

James H. Lee Clerk

Said Receipt for the money deposited reads as follows to wit

Marysville January 18th 1839 Received of Joel Hall twelve dollars thirty one cents and eight mills in deposit for the Redemption of 206 acres of land Surveys No. 6493& 5629 Sold for taxes in Union County Dec 1836

James H. Lee Clerk U. Co.

And afterwards to wit on the Same day and year first herein aforesaid to wit on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine. Joel Hall this day appeared in open Court by Mr Hall his Counsel and made application to Redeem the following 206 acres of land Sold for taxes on the day of December in the year of our Lord one thousand eight hundred and thirty six to wit original quantity 186⅔ acres No. Entry 6493& 5629 water course Blues Creek original proprietor Robert Means Present quantity 206 acres and the Court being satisfied that due notice of this Application had been given also that the deposit required by law had made with the Clerk of this Court, and having examined the testimony of the said Joel Hall relative to his right of Redemption, And being satisfied that the said Joel Hall is entitled to redeem said Real Estate, do order that the said real Estate be and the same is hereby redeemed and restored to the said Joel Hall and Restitution of the same is hereby awarded to him. and it is further ordered that Joel Hall pay the costs of this application within ten days and that the money deposited with the Clerk as aforesaid be paid by him on demand to the said Manly D. Butler or his assigns

Attest James H. Lee Clerk

J. Hogan

The President & Directors of the Auburn Banking Company vs John James Samuel James & Enos Ward

Proceedings in Chancery before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hathaway and John Caskie 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 thirty first day of October the year of our Lord one thousand eight hundred and thirty nine

Be it remembered that heretofore to wit on the 9th day of March in the year of our Lord one thousand eight hundred and thirty eight the complt by W.G. Lawrence their counsel filed their bill in Chancery

herein in the words and figures following to wit To the Court of Common Pleas of Union County Ohio Your Petitioners the President and Directors of the Urbana Banking Company respectfully shows unto your Honors that at the March Term of this Court in the year 1837 Your petitioners on the Law Side of this Court recovered a Judgment Ante against John Turner and James Turner for the Sum of four hundred and thirty nine dollars and 15/100 including costs and an execution upon said Judgment has been returned Nulla Bona as to part of the debt and your petitioners charge that said defendants have no property liable to Execution upon which to satisfy said Judgment but that they or one of them have an equitable interest in certain lots in the Town of Marysville in this County known by their number as lots Nos. 47 & 38 & No. 57 lying on North and South Side of East and West Main Street and immediately east of the lots of said town lying on the publick Square that they or one of the defendants hold the west half of lot No 47 and a part of lot No 38 lying on the north side of said Main Street by title bond by purchase from one Enos Hand of this County that they have paid said Hand for said lots the purchase money in full and are entitled by said agreement to a deed of conveyance for the same but that the said defendants combining with said Hand to prevent and delay the payment of your petitioners Judgment aforesaid neglect and refuse to pass the legal title to said lots to said defendants said Hand whom with the said Turners your petitioners make defendants to this bill. alleges that said Turners have no interest in said lots No. 47 & 38 lying as aforesaid Your petitioners therefore pray that in as much as they are without remedy at Law the Turners may be compelled to answer the allegations of this bill and that they may be compelled to discover what title interest or claim they may have to the lots of land aforesaid and particularly if the same has been paid for, and that said Hand may answer and say if he sold both or either of said lots to said Turners or either of them. if the purchase money has been paid, if the legal title is still in him, if not in whom it is if he know, and that on final hearing Your Honors would decree the legal title to said lots or either of them be conveyed by the said Hand to the said Turners according to the contract between them and that the same may be done for the satisfaction of your petitioners Judgment aforesaid and that your petitioners may have other and further relief in the premises

N.C. Lawrence Sol. for Petitioners

And afterwards to wit on the 9th day of March A.D. 1838 the following writ of Subpoena issued against the said defendants to wit State of Ohio Union County ss. To the Sheriff of said County Greeting We command you that you Summons John Turner James Turner & Enos Hand to appear before our Court of Common Pleas of the County of Union at the Court House on the 20th day of April next to answer the allegations of a bill in Chancery exhibited against them by the President & directors of the Urbana Banking Company and this they shall in no wise omit under the penalty of one thousand Dollars and have you there this writ Witness James H. Gill Clerk of the Court of common Pleas within and for said County this 9th day of March A.D. 1838

James H. Gill Clerk

And afterwards to wit on the 18th day of April A.D. 1838 the Sheriff returned said writ as follows to wit Served by reading and by delivering to each defendant a certified copy R. Clark Sheriff

And afterwards to wit on the 27th day of April A.D. 1838 the defendants by A. Hall their attorney filed their plea in the words and figures following, to wit The President & Directors of the Urbana Banking Co vs John Turner James Turner & Enos Hand In Union Common Pleas April Term A.D. 1838

In Chancery. The separate plea of John Turner and James Turner in the above cause The said defendants by protestation to all and singular the discoveries and relief sought and prayed for by Complts Bill They the said John and James do plead and for plea say that there is not any record of the said supposed Recovery in the said Bill mentioned remaining in the said Court of Common Pleas in manner and form as the said complainants have in their said Bill complained against them, and this the said defendants are to be true and are ready to verify, and do plead the same to the whole of said bill, and Humbly demand the Judgment of this Honorable Court whether they ought to be compelled to answer make any answer to the said bill of complainants and pray to be hence dismissed with their costs &c A. Stace atty for defts

And afterwards to wit on the 26th day of Oct 1838 The following entry was made upon the Journal of said Court to wit "Complainants have leave to amend, amended and continued"

Said bill as amended reads as follows to wit, To the Court of Common Pleas of Union County Ohio Your Petitioners the President & Directors of the Urbana Banking Company respectfully Shows unto your Honors that at the march Term of this Court in the year 1837 Your petitioners on the law side of this Court recovered a Judgment against John Turner James Turner and Enos Ware and Hanson Clark for the sum of four hundred and thirty nine dollars and 15/100 including costs Said James being principal in said note on which Suit was brot, and an execution issued thereon against said principals has been returned Nulla Bona as to part of the debt and the [illegible] Your petitioners charge that said defendants have no property liable to execution from which to satisfy said Judgment but that they or one of them have an equitable interest in certain lots in the town of Marysville in this County known by their number as lots No. 47 & 38 and No 54 lying on north and South side of east and west Main Street and immediately east of the lots of said Town lying on the publick Square, that they or one of these defendants hold the west half of lot No 47 and a part of lot No 38 lying on the north side of said main Street by title Bond by purchase from one Enos Ward of this County. that they have paid said Ward for said lots the purchase money in full and are entitled by said agreement to a deed of conveyance for the same, but that the said defendants combining with said Ward to prevent and delay the payment of your petitioners Judgment aforesaid neglect and refuse to pass the legal title to said lots to said defendants, said Ward whom with the said Turners your petitioners make defendant to this Bill alleges that said Turners have no interest in said lots No 47 & 38 lying as aforesaid. Your petitioners therefor pray that in as much as they are without remedy at law. the Turners may be compelled to answer the allegations of this bill and that they may be compelled to discover what title interest or claim they may have to the lots of land aforesaid and particularly if the same has been paid for, and that said Ward may answer and say if he sold either or both of said lots to said Turners or either of them, if the purchase money has been paid, if the legal title is still in him, if not, to whom it is if he know and that on final hearing Your Honors would decree the legal title to said lots or either of them to be conveyed by the said Ward to the said Turners according to the contract between them and that the same may be sold for the satisfaction of your petitioners Judgment aforesaid and that your petitioner may have this and further relief in the premises W. C. Lawrence Sol for Petitioners

And afterwards to wit on the 26th day of April A.D. 1839 the defendants by A. Stace their attorney filed their answer in the words and figures following to wit

The Separate answer of John Sumner and James Sumner to a bill filed by the President and Directors of the Urbana Banking Company against John Sumner James Sumner Enos Trance & Ransom Clark, and the said John Sumner and James Sumner for answer to so much of said Bill as they are advised is material for them to answer, answer and say that they admit that complainants recovered judgment against respondents, Ransom Clark and Enos Trance as is set forth in Complts Bill, But Respondents deny that any execution has ever issued upon said judgment, or that there is any Record of any judgment in which said Sumners were principals & said Clark & Trance Securities But Respondents expressly charge and believe that the judgment debtors in said bill mentioned had at the time of the commencement of this suit, abundance of property liable to execution by which said judgment might be satisfied, Respondent admits that the purchase made by Respondents of Enos Trance of a part of lot No 47 as stated in complts Bill, but Respondents deny all fraud or combination to prevent the collection of said claims. but on the contrary believe that if execution had been issued upon said judgment the money would have been made or the same secured by levy upon abundance of property. Respondents having fully answered pray to be hence dismissed with their costs Hall & Kinney Sols for Respondents

State of Ohio Union County ss John Sumner being duly sworn says that the matters and things contained in the above answer as stated from his own knowledge are true and the residue he believes to be true.

Sworn to and Subscribed in open Court July 13th 1839 James H Lee Clerk

John Sumner

and afterwards to wit on the 13th day of July 1839 the complts by their said counsel filed the following Replication to wit

Pres. & Directors of the Urbana Banking company as John Sumner et. als. } In Union Com. Pleas. In Chancery

And the said Complainants come and say that the matters and things set forth in their said bill are true in substance and in matter of fact And that the matters and things set forth in the answer of defts contrary thereto are untrue and this they are ready to make appear as the Court shall direct

By W. G. Lawrence their Sol.

And heretofore to wit on the 2nd day of July A.D. 1838 Peyton B. Smith and Eli Lundy by A. Hall their counsel filed herein their Bill in Chancery against the said defendants John Sumner James Sumner and Enos Trance which reads in the words and figures following (to wit)

To the Honble the Court of Common Pleas in and for the County of Union O. in Chancery sitting Your orators P. B. Smith & Eli Lundy Show unto your honors that at the April Term of said Court upon the law side thereof, Your orators recovered Judgment against John Sumner for the sum of $25.07 & $7.05 cts costs That execution (Fi. fa.) has been issued thereon and no goods or chattels whereon to levy and for want of goods and chattels levy has been made upon the equitable interest of said John Sumner in Lot No 47 & part of Lot No 38 in the Town of Marysville Union Co. O.

Your orator respectfully charge that said John has no property liable to execution except his equitable interest and pre-emption right in the lots aforesaid and by the sale of them under said execution no legal title would pass to the purchaser, Your orators respectfully charge that said John has an equitable interest in said real estate to wit. said John and one James Sumner (who is also made defendant to this bill) purchased said lots as tenants in common by title Bond of one Enos Trance whom your orators pray may also be made defendants to this bill, (to wit) Lot No. 47 and

that part of Lot No 38 bounded as follows beginning at a Stake at S. W. corner to said lot (No 38) thence east 52 feet on a line between said lot and lot No 47 thence N. 20 feet to a Stake thence east 52 feet to a Stake on the alley thence South 20 to the beginning lying in the town of Marysville Union Co. Ohio Your orators further charge that said John and James paid said Ward the purchase money in full and that John is entitled by the contract between them to the legal title to the undivided half of said real estate, Yet the said defendant combining and confederating together to prevent your orator from obtaining payment of said Judgment said Ward sometimes pretends that said John never had any interest in said lands, and at other times says if he ever had any interest in said lots the same is now extinguished and wholly neglects to have the legal title to said Turner. Your orators having then only remedy in this Court therefore pray that the writ of Subpoena may issue that said defendants be compelled to answer all and singular the matters & things contained in this bill and discover what interest the said John and James have in said lots and particularly that the said John and James answer whether they did not purchase the above real estate of said Ward and how much thereof they did purchase and how the same was purchased whether they have paid the purchase money in full or how much they paid and that said Ward answer whether did not sell said John and James the above described lots or how much he did sell them & whether they have not paid him the purchase money in full, and if not how much they have paid, whether the legal title is still in him and if not who it is in. And your orators further pray that on final hearing of this cause Your Honors would decree that the legal title to so much real estate as said John is entitled to by his contract with said Ward be conveyed to said John by said Ward according to the agreement between them and that the same may be sold to satisfy your orators said Judgment and that Your orators may have such other and further relief as equity may require

H. Hale Sol for compls

And afterwards to wit on the 30th day of October A.D. 1838 the following writ of Subpoena issued against said defendants to wit State of Ohio Union County ss To the Sheriff of said County Greeting, We command you to summon John Turner James Turner and Enos Evans to appear before our Court of Common Pleas within and for the County of Union at the Court House in said County on the first day of next Term to answer the matters and things contained in a bill in Chancery exhibited against them by P. B. Smith and E. C. Lundy and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ Witness James H. Lee Clerk of the Court of Common Pleas in and for the County aforesaid this 30th day of Oct. A.D. 1838

James H. Lee Clerk

Which said writ was afterwards to wit on the 22nd day of April 1839 returned in the words and figures following to wit Served by delivering a certified copy to each defendant Nov. 26th 1838 R. Lee Clerk Tariff

And afterwards to wit on the 13th day of July A.D. 1839 this cause came on to be heard upon the bill exhibits and testimony and the defendants Stile failing to appear and plead answer or demur to said bill, the Court on consideration of the premises do order and decree that said bill be taken for confessed, and it is further ordered that Silas G. Strong Special Master proceed to sell as upon Execution at Law the one equal half of Lot No 47 and that part of No 38 as follows beginning at a Stake S.W. corner to said lot thence E. 52 feet on a line between said lot & No 47 thence N. 20 feet thence W. 52 feet, thence S. 20 feet to the beginning, the premises in said bill described the same being the equitable interest of the said John Turner of in and to the premises aforesaid and that the moneys arising from such Sale or so much thereof as may be

necessary be applied to the payment of the Judgment at law in favor of the said Peyton B. Smith & Eli Lundy as Specified in Complainants said bill first paying the costs of this suit and of said suit at law and that said Master make report of his proceedings herein at the next Term of this Court to which Time this cause is continued

And afterwards to wit on the same day and year last aforesaid the following Entry was made upon the Journal of said Court to wit

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

On Chancery This cause coming on to be heard on the bill answer replication and testimony the plea filed in this cause having been found for the plaintiff and the demurrer overruled at a former Term of this Court) in examination whereof the Court do find that Complainants have a Judgment Subsisting against defts at law without the means of satisfying the same for want of legal title in the said Turners or either of them to the premises described in Complainants said bill, that the said Turners have the entire equity in the west half of lot No 47 in said bill specified as well as the entire equity to a certain portion in the South west of Lot No 38 as also an uncertain interest in lot No 50. It is therefore ordered and decreed by the Court that the equities of the said defendants in the lots aforesaid be sold by Silas G. Strong Special Master commissioner and that on the sale thereof he proceed in all things as upon Executions at law and that the moneys arising therefrom be applied first to the payment of the costs in this case and the balance applied to the payment of said Judgment and this cause is continued

And afterwards to wit on the 31st day of October A.D. 1839 said Master commissioner made his Report in the words and figures following to wit

State of Ohio Union County ss Pursuant to the command of the within Decree and one other similar decree in favor of P. B. Smith & Eli Lundy I proceeded and summoned Alex. Pollock & Lee and Adam Wolford three disinterested freeholders within the County of Union who after being duly sworn appraised the within named premises at the sum of $ 350. and after advertising the time and place of sale as the law requires, did on this 31st day of Oct 1839 sell the same at public vendue to Robert McGoun and Edgar Hannah for the sum of $ 234.00 they having bid that sum it being more than two thirds the appraised value and being the highest and best bidder, and I have here the money in Court Oct 31st 1839 Silas G. Strong Special master com. in Chancery

And afterwards to wit on the first day and year first herein aforesaid on motion to Court by Mr Lawrence counsel for the plaintiff and upon producing a report made in this cause by Silas G. Strong Special Master Commissioner bearing date October 31st 1839 It is ordered by the Court that said Report and all the matters and things contained therein do stand ratified and confirmed, and it is further ordered that the said Master commissioner convey the said lands and tenements so sold as aforesaid to the said Robert McGoun and Edgar Hannah in fee simple. And it is further ordered by the Court that said Master commissioner pay over the moneys arising from the sale of said premises to the complainants in this cause and to P. B. Smith and Eli Lundy complainants against the said defendants in a cause in equity in this Court instituted for the recovery of a part of the same premises and that he pay said money to said parties in proportion to the amount of the Judgments at law in favor of said complainants as specified in their bills and in proportion to the amount of the premises

Included in the decrees of the different parties complaining
James H. Lee Clerk

J. R. Swan

Lyne Starling
vs
James Berwick or
his heirs & legal
Representatives

Pleas before his Honor Joseph R. Swan Esqr. President and John Cassil Nicholas Hathaway & Silas D. Strong his associated Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville in the County of Union and State of Ohio on the Nineteenth day of May in the year of our Lord one thousand Eight hundred and forty, Be it remembered that heretofore to wit on the 25th day of April in the year 1839 came the complainant by Brush and Gilbert his attorneys and filed herein his Bill in Chancery in the words and figures following to wit. To the Court of Common Pleas of the County of Union and State of Ohio in Chancery sitting. Humbly complaining showeth unto your Honors your orator Lyne Starling of Franklin County Ohio. That on the 15th day of December 1785 in pursuance of a resolution of the Legislature of Virginia passed December 9. 1785. there was issued by the Register of the land office of the State of Virginia a warrant directed to the Surveyor of the lands set apart for the officers and Soldiers of Virginia directing said Surveyor to lay off for James Berwick in one or more Surveys the quantity of Two thousand Six hundred and Sixty Six and two thirds acres of land. which said warrant is numbered 4036 all which on reference to a copy of said warrant herewith filed marked A. and prayed to be taken as part of this bill. and by the original warrant which will be produced at the trial will more fully and at large appear. That afterwards and during the year 1785 but at what precise period your orator cannot say as the written evidence of the precise date is destroyed by the mutilation of the receipt hereinafter referred to, the said James Berwick sold the said warrant to one David Bradford who then resided in Washington Pennsylvania, since deceased and at the period of said sale gave to said Bradford a receipt which is now by time and accident mutilated but which as it remains reads as follows.
(torn off) — "1785 Recd. of David Bradford (torn off) Half joe in part pay for a military warrant for 2666 2/3 acres No. 4036 the balance remaining due will be two half joes more J Berwick" As by said Receipt the original of which will be produced at the hearing of this case will more fully appear. Your orator also represents that at the time of executing said Receipt or about that time the said Berwick delivered to said Bradford the said warrant assigned in blank by writing his name thereon without witness as at that day was common in the sale of warrants as by an inspection of said warrant a copy of which is herewith before filed and made part of this bill and by the original which will be produced at the trial will more fully appear.

Your orator is impressed with the belief that the said Berwick in addition to the above Receipt also executed an assignment in addition to that on the said warrant to said Bradford, but which assignment if ever so executed is now lost. Your orator is also impressed with the belief that the said Bradford during his lifetime paid the said Berwick in full for said warrant as by a letter of said Bradford to William McElmurry dated Nov. 3. 1800 a copy of which is herewith filed marked B. and prayed to be taken as part of this bill and by the original which will be produced and filed at the trial will more fully appear. Your orator further represents that from and after the year 1785 up to this date the said warrant has ever remained in the hands of said David Bradford, his heirs or their agents until assigned as hereinafter alleged to complainant. That by virtue of said warrant the said Bradford in his lifetime

and his heirs and legal representatives since his death have made and withdrawn entries at pleasure no one disputing his or their right to the said warrant or to the lands entered by virtue thereof, but that said Entries were made in the name of said Berrick because the assignment of said Berrick to said Bradford if the warrant aforesaid was in blank and not attested by two witnesses as is required by law to enable an assignee of a Virginia Military Warrant to enter lands in his own name Your orator further represents unto your Honors that the said David Bradford died on or about the 8th day of January A.D. 1805 leaving as his heirs Jane Bradford who thereafter intermarried with Henry D. Speer Abelard Bradford Edward C. Bradford Sophia Bradford since intermarried with James M. Bradford David Bradford Eliza Bradford since intermarried with James Challen Matilda Bradford since intermarried with Clark Woodroff Octavia A. Bradford since intermarried with Isaac A. Smith and James Bradford his children and Elizabeth Bradford his widow. That the above named Jane Abelard and Edward have since died intestate and without issue, that the said Matilda has since died leaving Octavia Woodroff her only child and heir at law of whom Clark Woodroff her Father is Tutor or Guardian the parties residing in Louisiana, all which by reference to the affidavit of said James Bradford a copy of which herewith filed marked C. is prayed to be taken as part of this Bill and by the original affidavit which will be produced at the hearing of this case will more fully and at large appear, Your orator further represents that after numerous entries and withdrawals of said warrant by the said Bradford or his agents in his lifetime the heirs of said Bradford or his son David Bradford Jr. on the 8th and 10th of July 1819 caused said warrant to be located as follows in the name of said Berrick 666 2/3 acres in Survey No. 9918 in the Virginia Military District in Ohio now in the County of Union, 1000 acres in Survey No. 9936 in the same District and State now in the County of Logan and 1000 acres in Survey No 10020 in the same District and State now in the County of Hardin as by duly certified copies of said Entries herewith filed marked D. and made part of this bill and by the letter of Duncan McArthur to the Honorable George Graham then Commissioner of the General land office under date of January 8th 1825 a copy of which is herewith filed marked E. and made part of this bill and by the original of said Letter which will be produced at the hearing of this case will more fully appear. Your orator further represents that on or about the 16th day of February 1826 the agent of the said heirs of David Bradford caused the said entries to be Surveyed as by duly certified copies of the Surveys then made copies of herewith filed marked F. G. and H. and made part of this bill and by the originals of said copies which will be produced at the hearing will more fully and at large appear

Your orator further represents unto your honors that some time in the year 1827 the said James M. Bradford and Sophia his wife David Bradford the younger James Challen and Eliza his wife Isaac A. Smith and Octavia A. his wife Clark Woodroff Tutor or Guardian by the civil law of the said Octavia Woodroff, and Elizabeth Bradford sold and conveyed all their right of succession from said David Bradford Sen. to the said James Bradford as by their several conveyances copies of which herewith filed marked I. J. K. L. M. N. and made part of this bill and by the originals of said conveyances which or duly certified copies of which will be produced at the hearing will more fully appear, and your orator further represents unto your honors that afterwards to wit on or about the 5th day of March A.D. 1839 the said James Bradford sold and assigned the said Warrant and Surveys to your orator as by the assignment of said Bradford a copy which herewith filed marked O and made part of this bill and copies

of his assignments of said Surveys contained in exhibits E. G. and H. herein before referred to and by the original assignments which will be produced at the hearing in this case will more fully appear. Your orator further represents that the laws in relation to lands in the Virginia Military District prevent your orator from obtaining the a patent for said lands because the assignment of said Berwick to said Bradford is not attested by two witnesses. Your orator also represents that he does not know whether the said Berwick is living or dead but from the facts of the case your orator presumes the said Berwick is dead

Your orator avers his belief that if the said Berwick is living he is not an inhabitant of the United States and that if the said Berwick is dead so far as your orator is informed and believes he knows of no heirs or legal representatives of the said James Berwick residing in the United States or elsewhere

Your orator therefore being at Law remediless prays that the said James Berwick if living or his unknown heirs and legal representatives if dead may be made party defendant or defendants to this bill and that your honors will grant your most gracious writ of Subpoena or some other process or direction by which the said Berwick if living or his heirs and legal representatives if dead may be brought before this Court and that when so before this Court he or they may upon his or their corporal oath or oaths answer the allegations of this Bill as specifically as if thereunto particularly interrogated, and that your Honors upon final hearing in this case will order adjudge and decree that the said Berwick if living or his heirs and legal representatives if dead shall assign and transfer to your orator the before mentioned warrant No. 4036 and that in default of their so doing that the decree to be rendered in this case shall operate as such conveyance and that your Honors will grant such other and further relief as equity will warrant and the nature of his case may require and your orator as in duty bound will ever pray

Lyne Starling
as
James Berwick
or his unknown
heirs and legal Rep
resentatives if dead

} In Union Com Pleas
In Chancery

The above named Lyne Starling being duly sworn deposes and says that the above named James Berwick as this affidavit is informed and believes left the United States for France in or shortly after the year 1785 and has never returned Affiant does not know of his death but from the dates presumes it probable that in the ordinary course of nature said Berwick is not now living. Affiant knows of no heirs or legal Representatives of said Berwick in the United States or Elsewhere nor upon inquiry has he been able to hear of any such heirs or legal Representatives

Lyne Starling

Subscribed and sworn to before me as witness my hand & official Seal this third day of April A.D. 1839

Seal

M. J. Gilbert Notary publick Franklin County Ohio

Voucher marked A. Reads in the words and figures following

to wit. Land Office Military warrant No. 4036

To the Principal Surveyor of lands set apart for the officers and Soldiers of the Commonwealth of Virginia Seal This shall be your warrant to Survey and lay off in one or more Surveys for James Berwick his heirs or assigns the quantity of two thousand two hundred and sixty six and two thirds acres of lands due to the said James Berwick in consideration of his services as first Lieutenant in the virginia continental line agreeable to a resolution of Assembly passed the 9th day of December 1785 agreeable to a certificate of the Governor & Council Recorded into the Land Office. Given under my hand and the seal of said office this fifteenth day of December in the year one thousand eight hundred and eighty five John Harvie Rt. L. Off.

Endorsed as follows Department of War January 16th 1827

under the Existing laws Seeisida the within named Lieut. James Berwick
Entitled to Twenty six hundred and Sixty Six and two thirds acres of land
2.266 2/3 Acres James Barbour Secretary of War"
Endorsed also in blank "J. Berwick"
Voucher B. reads in the words and figures following to wit Washt Nov. 3. 1800
Dr Sir On looking over my Scioto memorandum I find that the Warrt. Issued
to James Berwick was not assignee on the back I have his assignment on
on a distinct piece of paper with his Receipt for the money paid for it
The Survey can be made in his name and this voucher shewn at the Ga Office
when patents issue will authorize the patents to issue in my name I thought
proper to mention this circumstance having the opp[or]t[unit]y Col. Anderson will soon
the Warrant was lodged by me or for my use and the money p[ai]d & rec[eive]d.
Write me occasionally as you may have opportunity. Yours truly and respect Danl Bradford
Directed "Mr William McClung at Chillicothe or Falls of Ohio"
Voucher C. reads in the words and figures following to wit
State of Ohio Franklin County ss. James Bradford of Louisiana depo
ses and says this deponent is son of David Bradford late of Washington
Penn[a] Said David died on the 8th of January A.D. 1808 leaving as his heirs
Isaac Bradford since intermarried with Henry B. Speer Abelard Bradford
Edward Bradford Sophia Bradford since intermarried with James
M. Bradford David Bradford Eliza Bradford Since intermarried
with James Challen Matilda Bradford since intermarried
with Clark Woodroff Octavia M. Bradford Since intermar
ried with Isaac Smith and deponent his Children and
Elizabeth Bradford his widow. That the three first named have
Subsequently died without issue and that they died intestate, that
the above named Matilda has since died leaving Octavia Woodroff
her only heir and that her Father Clark Woodroff is her Tutor or
Guardian by the civil law the parties residing in Louisiana
Subscribed and Sworn to Signed Jas Bradford of La
Before me as witness my hand and official seal
Seal March 7th 1839 M. J. Gilbert Notary Publick for Co. C.
Voucher marked D. reads in the words and figures following to wit

1819
July 8th
No. 9918
333 1/3 acres
withdrawn

James Berwick and Abraham J. Williams enter
1000 acres of land on part of two Military warrants. Berwick
666 2/3 acres on No. 4036 and Williams 333 1/3 acres
No. 5749 on Rush Creek beginning at the South East
Corner of Rowland Mallisons Entry No. 9917 thence
thence N. 78° E. 400 poles thence and from the beginning
S. 12° W. equal distance for quantity

July 8th
No 9936

James Berwick enters 1000 acres of land on part of a
Military warrant No 4036 on Rush Creek beginning at
the South east corner of Walter Dun's entry No 9936 thence
N. 78° E. 400 poles thence and from the beginning N. 12 W.
equal distance for quantity

July 10th
No 10020

James Berwick enters 1000 acres of land on part of a
Military warrant No 4036 on the waters of Scioto beginning
at the Southeast corner of Robert Means entry No 10019
thence N. 78° E. 400 poles thence and from the beginning
N 12 W. equal distance for quantity

Auditor's State office Columbus March 9th 1839
I John A Bryan Auditor for the State of Ohio do here

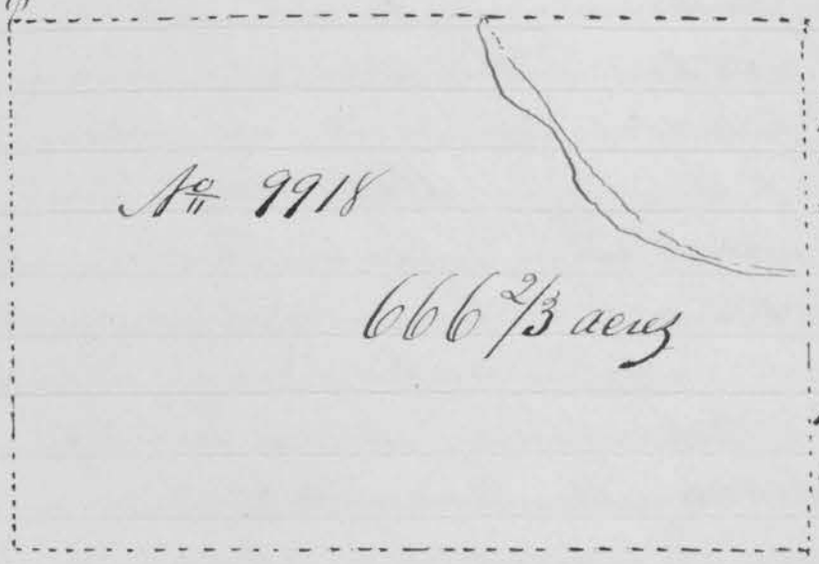
I certify the foregoing to be true abstracts of Entries numbered 9918 9936 and 10020 taken from the Records in this Office In witness Whereof I have hereunto set my hand and affixed the seal of Office this 9th day of March A.D. 1839 Seal John A. Bryan Audr of State

Voucher marked E. reads in the words and figures following to wit

Paris 8th 1825 In answer to your note of this morning I can only state that I located land warrant 4036 in the name James Berwick under an agreement with the agent of David Bradford that Bradford could never procure an assignment from Berwick consequently no Survey was ever made on said warrant and as it was found to be a resolution warrant, the entries made thereon were not respected but the ground was I believe located by others very respectfully your ob. servt. Duncan McArthur

Hon.ble George Graham Comr. Genl. Land Office

Voucher E. reads in the words and figures following



Surveyed for James Berwick 666⅔ acres of land on part of military warrant No 4036 on Rush Creek beginning at a Stake S. 12° E. 133 poles from three Beeches Northeast corner of the Representations of Rowland Maddisons No 9917 thence S. 12° E. 270 poles to a Stake Northeast corner of Survey No 9897 thence N. 78° E. 400 poles to an Elm and Beech Southwest corner to Thomas Millers Survey No 9919 thence with the line thereof N. 12° W. 270 poles crossing Rush Creek at 155 poles to a Stake thence S. 78° W. 400 poles crossing a Road and Rush Creek to the beginning Thomas J. McArthur D. S. February 14. 1826

Samuel Zane
Joseph Collins } C. C. Examined and recorded Feb. 23. 1826
William Blassinger M. K. R. Richard C. Anderson S.

I certify that the warrant on which the above Survey was made was never before located that the above Survey lies north of the Indian Boundary line established by the Treaty of Greenville and east of the line run by Charles Roberts in 1812 established by an act of Congress the 11th April 1818 as the westerly boundary of that part of the Virginia Military District lying north of the said Indian boundary and that the Entry on which said Survey is founded was made since the 4th day of July 1819

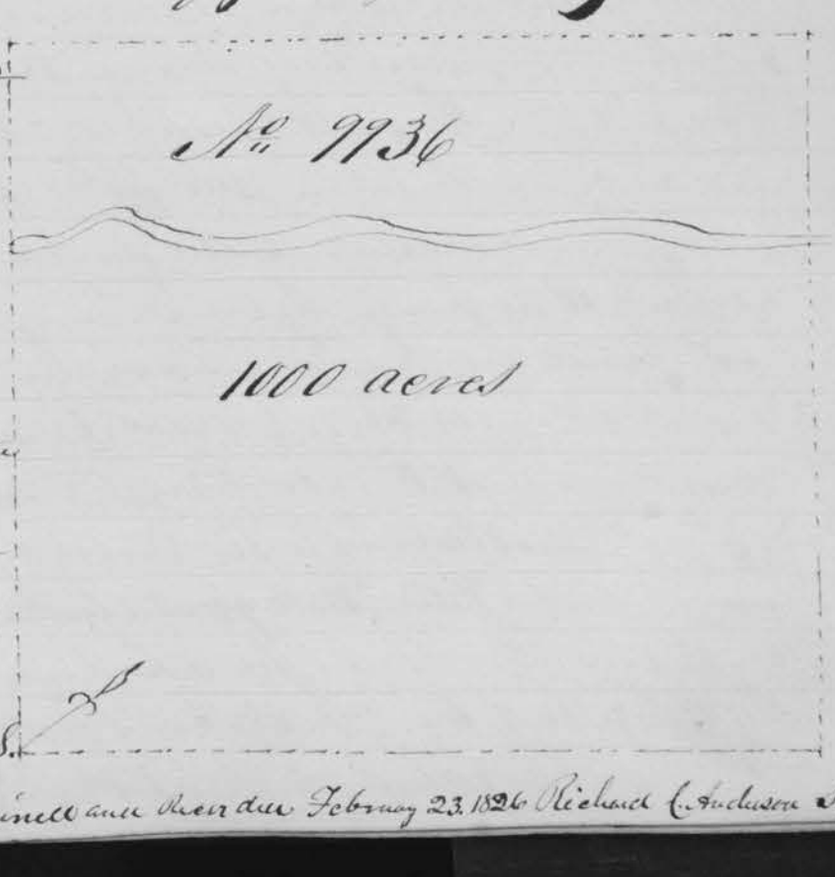
Given under my hand and seal of office this 23d February 1826 Richard C. Anderson Surr

Endorsed For value Received I assign my right title and Interest to the within to Lyne Starling March 5th 1839 James Bradford Jr.

In presence of A. Maddox M. J. Gilbert

Voucher marked G. reads in the words and figures following to wit

Surveyed for James Berwick 1000 acres of land on a part of a Military Warrant No 4036 on Rush Creek beginning at three Beeches at the north east corner of Entry No 9910 for 1000 acres in the name of James Gilmore and John Moore thence N. 12° W. 400 poles crossing the Creek at 270 poles to three Beeches thence N. 78° E. 400 poles to two ashes and an Elm thence S. 12° E. 400 poles crossing the Creek at 125 poles to three Beeches thence S. 78° W. 400 poles to the beginning



Samuel Zane
Jos. McCollins } C. C.
William Blassinger M. K. R.

Thomas J. McArthur D. S.

February 14. 1826 Examined and recorded February 23. 1826 Richard C. Anderson S.

I certify that the warrant on which the above Survey was made was never before satisfied that the above Survey lies north of the Indian boundary line established by the treaty of Greenville and east of the line run by Charles Roberts in 1812 established by an act of Congress the 11th 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 this 23d day of February 1826
Richard C. Anderson Seal

For value Received I assign my right title and Interest to the within to Lyne Starling March 5th 1839 in presence of A. Maddox M.P. Gilbert Jas Bradford & Co
Voucher marked II. reads in the words and figures following to wit
Surveyed for James Berwick 1000 acres of land or part of a military warrant No 4036 on the waters of the Scioto beginning at two beeches north west corner to Jacks Mabins Survey No 1005 thence N. 12° W. 400 poles to three lynns from one root and a cherry tree thence N. 78° E. 400 poles to a beech and sugar tree, thence S. 12° E. 400 poles to two beeches and a sugar tree thence S. 78° W. 400 poles to the beginning
Samuel Lane J.C.C. Thos J. McArthur D.S.
Joseph Collins
William Blassinger M. K. T. February 14. 1826
Examined and recorded February 23d 1826
Richard C. Anderson C.

No 1020

1000 acres

I certify that the warrant on which the above Survey is made was never before satisfied that the said Survey lies north of the Indian Boundary line established by the treaty of Greenville and east of the line run by Charles Roberts in 1812 established by an act of Congress the 11th 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 said Survey is founded was made since the 4th day of July 1819 Given under my hand and seal of office this 23d day of February 1826
Richard C. Anderson Seal

For value Received I assign my right title and Interest to the within to Lyne Starling March 5th 1839
Jas Bradford & Co
In presence of A. Maddox M.P. Gilbert
Voucher marked II reads in the words and figures following to wit
State of Louisiana Parish of West Feliciana
Be it remembered that on the day and date hereof before me John B. Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio Notary publick therein at my office in St Francisville came and appeared Sophia Bradford wife of James Bradford assisted by the said husband of the one part and James Bradford of the other part all of the Parish and State before said and the said Sophia Bradford declared and acknowledged that for and in consideration of the sum of Two thousand nine hundred and twenty five dollars to be paid by the said James Bradford to her said Sophia in the following manner and at the times following viz one thousand eight hundred and twenty eight dollars and fifty seven cents to be paid in three years from the date hereof and the remainder say one thousand and ninety six dollars and forty three cents to be paid at the time of the decease of Elizabeth Bradford the mother of the said Sophia Bradford & James Bradford for which several sums the said James Bradford has executed to the said Sophia Bradford his promissory notes of ascending dates herewith payable at the times above specified the receipt of which

notes is hereby acknowledged and the lands hereinafter mentioned entirely released of all mortgages on account of the same, She said Sophia hath given granted bargained Sold and ~~conveyed~~ aliened and conveyed and doth by these presents give grant bargain sell alien and convey to the said James Bradford all the estate or estates real whether in possession or in expectancy which may exist in the States of Kentucky, Ohio or Virginia and which was acquired by the said Sophia by right of succession or inheritance from the Estate of her father David Bradford deceased whereof he died seized at law or equity to have and to hold the said Real Estate or estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever and the before named Sophia Bradford further declares that the before recited real estate or Estates with all the appurtenances rights issues rents and profits & rights thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from her to the real estate or estates aforementioned and it is agreed by and between the parties aforesaid that no other or further warranty than the above expressed is hereby given and it is further agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the real estate or estates and their situation he purchases the same at his own risk and price, and that no abatement in any event is to be made in the price or any restitution of the purchase money to be made unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above special warranty In testimony whereof the parties have hereunto set their hands and affixed their seals this seventeenth day of May in the year of our Lord one thousand eight hundred and twenty seven in presence of me the said Judge and Ex officio Notary public and in the view of Robert H. Wedderstrandt and Clark Woodroff assisting witnesses

Witnesses
R H. Wedderstrandt
C. Woodroff

Sophia Bradford Seal
James M. Bradford Seal
Dav. Bradford Seal

Seal

Jno. B. Dawson
Parish Judge

Vouches I. readd in the words and figures following to wit
State of Louisiana Parish of West Feliciana, be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of Feliciana (State of Louisiana) and Ex officio Notary public therein at my office in St. Francisville came and appeared David Bradford of the Parish of St. Helena in said State of the one part and James Bradford of the Parish and State first aforesaid of the other part, and the said David Bradford declared and acknowledged, that for and in consideration of the sum of Eighteen Hundred and twenty Eight dollars and fifty seven cents to be paid by the said James Bradford three years from and after the date hereof, and the further sum of one thousand and ninety six dollars and forty three cents to be paid at the time of the decease of Elizabeth Bradford the mother of said David and James for which several sums the said James Bradford has passed to the said David Bradford his ~~according~~ date promissory notes of according date herewith payable at the times above specified the receipt of which notes is hereby acknowledged and the lands hereinafter mentioned entirely released from all mortgages or incumbrances on account of the same He hath given bargained granted sold aliened and conveyed and

doth by these presents give, grant, bargain, Sell alien and confirm convey to the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the States of Kentucky Ohio and Virginia and which were acquired by the said David Bradford by right of Succession or inheritance from the Estate of David Bradford deceased whereof he died seized at Law or in Equity to have and to hold the said real estate or estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever. And the said David Bradford further declared that the before recited real estate or estates with all the appurtenances rights ways, rents and profits of right thereunto belonging unto the said ~~him~~ James Bradford his heirs and assigns will warrant and defend forever against all claims or claims proceeding from him said David Bradford to the real estate or estates aforesaid. And it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the said estates. He purchases the same at his own peril and risk and that no abatement in any Event is to be made in the price or restitution of the purchase money unless the said James Bradford should be dispossessed of his rights therein conveyed by some claim expressed in the above claims of Special warranty in testimony whereof the parties have hereunto set their hands and affixed their Seals this twelfth day of May in the year of our Lord one thousand eight hundred and twenty Seven in presence of me the said Judge and ex officio Notary Public and that of Isaac A. Smith and James Challen assisting witnesses

The word forty" erased and void before signing and also eleventh erased and twelfth interlined

Witnesses Isaac A Smith
James Challen

David Bradford Seal
Jas. Bradford Seal

Seal

John B. Dawson Pris. Judge

Voucher marked K. reads in the words and figures following to wit. State of Louisiana Parish of West Feliciana

Be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of Feliciana (State of Louisiana) and ex officio Notary Public therein at my office in F. Francisville came and appeared James Challen of Cincinnati Hamilton County Ohio and his wife Eliza Challen of the Parish and State first aforesaid daughter of David Bradford deceased of the one part and James Bradford of the Parish and State first aforesaid of the other part, and the said James Challen and Eliza his wife declared and acknowledged that for and in consideration of the sum of Eighteen hundred and twenty eight dollars and ~~fifty~~ eight Seven cents to be paid by the said James Bradford three years from and after the date hereof and the further sum of one thousand and ninety six dollars and forty three cents to be paid at the time of the decease of Elizabeth Bradford the mother of said Eliza and James Bradford for which several sums the said James Bradford has passed to the said James Challen and his wife Eliza his promissory notes of according to the date herewith payable at the times above specified the receipt of which notes is hereby acknowledged and the lands hereinafter mentioned entirely released from all mortgages or encumbrances on account of the same, they have given granted bargained Sold aliened and conveyed, and do by these presents give grant bargain Sell alien and convey to the said James Bradford all the Estate or Estates real whether in possession or expectancy which may exist in the States of Kentucky, Ohio or Virginia and which estates were acquired by the said Eliza wife of the said James Challen by right of Succession or inheritance from the Estate of David Bradford whereof the said David Bradford died seized at law

or in equity to have and to hold the said real Estate or estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever and the said James Challer and Eliza his wife further declared that the above recited real estate or estates or all the appurtenances rights issues rents and profits of right thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from from the said James Challer and Eliza his wife to the real estate or estates aforesaid. and it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the said estates he purchases the same at his own peril and risk and that no abatement in any event is to be made in the price or restitution of the purchase money unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of special warranty. In testimony whereof the parties have hereunto set their hands and affixed their seals this twelfth day of May in the year of our Lord Eighteen hundred and twenty seven in presence of me said Judge and ex officio Notary Public and in that of Isaac A. Smith and David Bradford assisting witnesses. James Challer Seal
Eliza Challer Seal
James Bradford Seal

Witnesses Isaac A Smith
David Bradford

Seal

Jno. B. Dawson
Parish Judge

Exhibit marked B. reads in the words and figures following Viz

State of Louisiana Parish of West Feliciana

Be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio Notary Public therein at my office in St Francisville came and appeared Octavia M. Smith wife of Isaac A. Smith assisted by her said Husband of the one part and James Bradford and James Bradford of the other part all of the Parish and State aforesaid and the said Octavia M. Smith declared and acknowledged for and in consideration of the sum of Two thousand nine hundred and twenty five dollars to be paid by the said James Bradford to her in the following manner and at the times following to wit. One thousand eight hundred and twenty eight dollars and fifty seven cents to be paid in three years from the date hereof and the remainder say one thousand and ninety six dollars and forty three cents to be paid at the time of the decease of his mother Elizabeth Bradford for which several sums the said James Bradford has passed to the said Octavia M. Smith his promissory notes of according date herewith payable at the times above specified the receipt of which notes is hereby acknowledged and the lands hereinafter mentioned Entirely released all mortgages on account of the same. She hath given granted bargained sold, aliened and conveyed and doth by these presents give grant bargain sell alien and convey to the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the State of Kentucky Ohio or Virginia and which were acquired by the said Octavia by right of succession or inheritance from the Estate of her father David Bradford deceased whereof he died seized at law or in equity To have and to hold the said real estate or estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever And the before named Octavia M. Smith further declared that the before recited real estate or estates with all the appurtenances rights issues rents and profits & rights thereunto belonging unto the said James Bradford his heirs and assigns will

warrant and forever defend against all claim or claims proceeding from her & the Estate aforementioned. And it is agreed by and between the parties aforesaid. that no other or further warranty than that above expressed is hereby given, and it is further agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of said Estates he purchases the same at his own peril and risk, and that no abatement is to be made in the price or any restitution of the purchase money to be made unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of Special warranty. In testimony whereof the parties have hereunto set their hands and affixed their seals this fourteenth day of May in the year of our Lord one thousand eight hundred and twenty seven in presence of me the said Judge and ex officio notary public and in the presence of George Douglass and Joseph L. Finley assisting witnesses

Witnesses
E. Seal
G. Douglass
J. L. Finley

I concur

Octavia A. Smith Seal
Isaac A. Smith Seal
Jas Bradford Seal

Seal

Jno B. Dawson
Parish Judge

Exhibit marked AA. reads in the words and figures following to wit State of Louisiana Parish of West Feliciana Be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio notary Public therein at my office in St. Francisville came and appeared Clark Woodroff natural Tutor of his infant daughter Mary Octavia of the one part and James Bradford of the other part and the said Clark Woodroff declared and acknowledged that exercising the powers in him vested by a law of the State of Louisiana approved March 25th 1826 for and in consideration of Two thousand one Hundred and twenty five dollars to be paid by the said James Bradford in the following manner and at the times following to wit. One Thousand and twenty eight dollars and fifty seven cents to be paid in three years from the date hereof, and the balance say one thousand and ninety six dollars and forty three cents to be paid at the time of the decease of his mother Elizabeth Bradford for which several sums the said James Bradford has passed to the said Clark Woodroff Tutor as aforesaid his promissory notes of according date herewith payable at the times above specified. The Receipt of which notes is hereby acknowledged and the lands hereinafter mentioned entirely released of all mortgage on account of the same he hath given granted bargained sold aliened and conveyed and doth by these presents give grant bargain sell alien and confirm unto the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the States of Kentucky, Ohio or Virginia and which were acquired by the said Mary Octavia by right of succession or inheritance from the Estate of Mavin Bradford deceased whether he died seized at law or in equity. To Have and to hold the said real estate or estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever, and the before named Clark Woodroff further declared that the before related real estate or estates with all the appurtenances rights issues rents and profits of rights thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from him or his aforesaid aforesaid daughter Mary Octavia & the estate aforesaid. And it

is agreed by and between the parties aforesaid that no other or further warranty than that above expressed is hereby given and it is further agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of said estates he purchases the same at his own peril and risk and that no abatement in any event event is to be made in the price or restitution of the purchase money unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of Special warranty In testimony whereof the parties have hereunto set their hands and affixed their seals this ninth day of May in the year of our Lord one thousand eight Hundred and twenty Seven in presence of me the said Judge and ex officio notary Public and the two of Fielding Bradford and R. C. Mc Dowstrandt assisting witnesses

Witnesses F. Bradford — Clark Woodroff Seal
R. C. Mc Dowstrandt — Jas Bradford Seal
Seal — John B. Dawson
Parish Judge

State of Louisiana Parish of West Feliciana

I certify that the foregoing transfer was duly recorded in Notarial Record A. page 292. 293 now in my office. Given under my hand and Seal of office officially May 9. 1827 Jno. B. Dawson Parish Judge
Seal

Exhibit marked N. reads in the words and figures following to wit
State of Louisiana Parish of West Feliciana Be it remembered that on the day of the date hereof before me Jno B. Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio notary Public therein at my office in St Francisville came and appeared Elizabeth Bradford Widow and relict of David Bradford deceased of said Parish of West Feliciana of the one part and James Bradford also of said Parish of the other part and the said Elizabeth Bradford declared and acknowledged that for and in consideration of the interest of on the sum of Seven thousand Six hundred and Seventy five Dollars at the rate of Six per cent per annum to be paid annually by the said James Bradford during the natural life of the said Elizabeth Bradford for the faithful performance of which the said James Bradford has passed to the said Elizabeth Bradford his written obligation of according date herewith the Receipt of which written obligation is hereby acknowledged and the lands hereinafter mentioned entirely released from all mortgages or incumbrances on account of the same She hath given granted bargained sold aliened and conveyed and by these presents doth give grant bargain sell alien and convey to the said James Bradford all the right of dower of her the said Elizabeth Bradford in and to any lands or real estate whether in possession or expectancy and which may exist in the States of Kentucky Ohio and Virginia belonging to the Estate of her said deceased Husband David Bradford whereof he died seized at law or in equity So have and to hold the said right of dower to or in said lands or real estate to the only proper use and benefit of him the said James Bradford his heirs and assigns during the natural life of her the said Elizabeth Bradford, And it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the lands and real estate belonging to the estate of said David Bradford deceased he purchases the right of dower of the said Elizabeth Bradford in and to the same at his own peril and risk and that no abatement is in any event to be made of the annual Interest aforesaid In testimony whereof the parties have hereunto set their hands and affixed their seals this twelfth day of

Eighteen hundred and twenty seven in presence of me the said

said Judge and exofficio notary Public and in true of Isaac A. Smith and James Challen assisting witnesses
Witness Isaac A. Smith
James Challen
Elizabeth Bradford Seal
Jas Bradford Seal
Seal
Jno. B. Dawson
Pauls Judge

Exhibit marked O. reads in the words and figures following to wit
For value rec'd I assign to Lyne Starling all my right title and interest in and to Virginia Military Land Warrant No 4036 issued to James Berwick. Sold to my father owning the same by conveyance from the other heirs of my father in presence
of A. Waddle
M.J. Gilbert
March 5th 1839 James Bradford
J. P.

And afterwards to wit on the 25th day of April and the year 1839 on motion of the Complainant and it appearing to the satisfaction of the Court that the residence and names of the said defendants heirs of said James Berwick are unknown
It is ordered that the pendency notice of the pendency of this suit and the substance of the Bill and prayer thereof be published in "our Freedom and Union County Advertiser" a newspaper published and in general circulation in the County of Union Six consecutive weeks prior to the next Term of this Court and this cause is continued

And afterwards to wit on the 12th day of July A.D. 1839 came the Complainant and proves publication of notice and thereupon on his motion this cause is continued, which said notice together with the proof of publication reads in the words and figures following to wit

State of Ohio Union Common Pleas April Term 1839

Lyne Starling
vs
James Berwicks heirs, and others
} In Chancery — On motion of the Complainant and it appearing to the Court that the residence and names of the said defendants heirs of the said James Berwick are unknown it is ordered that notice of the pending of this suit and substance of the Bill and prayer thereof be published in "our Freedom and Union County Advertiser" a newspaper published and of general circulation in the County of Union six consecutive weeks prior to the next Term of this Court and this cause is continued, The Bill aforesaid sets forth that James Berwick in 1785 being the owner of Virginia Military Land Warrant No 4036 of 2066⅔ acres sold the same to one David Bradford but made an informal and insufficient assignment thereof, that said Bradford is dead and that his heirs have caused the said Warrant to be entered on certain lands in the name of said Berwick and sold the same together with their interest in said Warrant to Complainant and prays a decree for the assignment of said Warrant &c to Complainant and for general relief

Jas. H. Gill Clerk
M. J. Gilbert Sol. for Compl.

State of Ohio Union County ss Personally appeared in open Court Stephen McCain who being duly sworn deposes and says that the annexed notice was published in "Our Freedom and Union County Advertiser" a newspaper published and in general circulation in said County of Union for six consecutive weeks prior to the present Term of this Court Stephen McCain
Sworn to and subscribed in open Court the 12th day of July 1839
Jas. H. Gill Clerk

And afterwards to wit on the 31st day of October A.D. 1839 on motion, the complainant has leave to amend his bill and this cause is continued and afterwards to wit on the same day and year last aforesaid. On motion P. B. Cole Esqr is appointed Guardian ad litem for the infant defendants

in this cause and said P.B. Cole appeared in open Court and accepted said appointment. And afterwards to wit on the 19th day of May A.D. 1840 the same day and year first herein aforesaid. came the Complainant by his Counsel and the said defendants still failing to appear and plead answer or demur though regularly called so to do, it is ordered that the bill herein filed and the matters thereof be taken as confessed against said defendants and thereupon this cause came on to be heard upon the Bill Exhibits and testimony and was argued by counsel in consideration whereof it is the opinion of the Court that the Equity of the case is with the Complainant. It is therefore ordered adjudged and decreed that the said James Berwick if living and his heirs and legal representatives if dead within 60 days of the rising of this Court assign to the said Lyne Starling Complainant Six Seventh parts of the Surveys in the Bill mentioned to wit. No 9918 of 666 2/3 acres No 9936 of 1000 acres No 10020 of 1000 acres in the Virginia Military district entered in the name of James Berwick being the interest of the heirs and legal representatives of David Bradford except one seventh part belonging to Octavia daughter of the late Matilda Woodroff late Matilda Bradford. It is further ordered that each of said defendants as may at this time be minors shall have six months after they arrive at full age to impeach this decree It is further ordered that Complainant pay the costs of this Bill in sixty days or that execution issue therefor &c.

Law

Attest James H. Gill Clerk

J R Swan

William L. Sullivant
Michael L. Sullivant &
Joseph Sullivant &
vs
David Duncan &
Heirs and others

Pleas before his Honor Joseph R. Swan Esqr. President and John Castle Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 19th day of May in the year of our Lord one thousand eight hundred and forty 1 Be it remembered that heretofore to wit on the 29th day of August in in the year of our Lord 1838 came the Complainants by Brush and Gilbert their attorneys and filed in the Clerks office of this Court the following Bill in Chancery to wit. To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union and State of Ohio, in Chancery Sitting. Humbly complaining Showeth unto your Honors your orators William L. Sullivant Joseph Sullivant and Michael L. Sullivant heirs of Lucas Sullivant dec'd that on the 1st day of April 1783 there was issued from the land office of the State of Virginia a land office military warrant No. 214 to one David Holmes for his services as Surgeon of the Virginia Continental line for three thousand acres of land, to be located upon lands set apart for officers and Soldiers of the commonwealth of virginia a true copy of which said warrant is herewith filed and made part of this Bill marked as voucher "A." Your orators further represent and charge that on the 29th day of March A.D. 1784 the said David Holmes by his outlaw deed under his hand and seal for a valuable consideration granted bargained and sold unto David Duncan now deceased, and to his heirs and assigns forever the said Land warrant No. 214 and all the benefits and profits arising from the same and the patent to issue out in the name of the said David Duncan. all which will more fully and at large appear reference being had to said deed a true copy of which is herewith filed and made a part of this Bill and marked as voucher "B." Your orators further represent and charge that the said David Duncan on the 30th day of

December A.D. 1791 made and executed his last will and Testament. whereby he willed that all his real Estate and personal property (except that devised and bequeathed to his wife lying and being in the State of Pennsylvania) should be sold by his Executors and the moneys arising therefrom be divided equally amongst his sons Samuel and David, and his daughters Hannah, Mary and Margaret Equally except that Samuel was to have only half as much as any of the other children all which will more fully appear reference being had to said will, a certified copy of which is herewith filed and made part of this Bill marked as voucher "C." Your orators further represent and charge that the executors appointed by said will have long since deceased without ever attempting to control or dispose of said military land warrant or the lands subsequently located by virtue thereof Your orators further represent and charge that at a County Court holden at the County of Fleming and State of Kentucky at their November Term A.D. 1828 it was proven by the oath of Major John Findly (who had married Hannah one of the children heirs and devisees of the said David Duncan deceased) that the said David Duncan purchased the said land warrant for three thousand acres of land of the said David Holmes, that the said David Duncan had had said land warrant located on 3000 acres of land as follows to wit 1000 acres on the waters of Darby Creek in Logan County, Ohio, one thousand acres on the waters of Millcreek and 1000 acres on the waters of Bokes Creek in Union County, Ohio, that said warrant was located on said lands by Lucas Sullivant now deceased that the heirs of said David Duncan were then Hannah Finley wife of the said Major John Finley and Margaret Hedley children of the said David Duncan decd. and Margaret Chitsey wife of Rutherford Chitsey and Abram Clark children of Mary Clark formerly Mary Duncan decd. who was the daughter of said David Duncan decd. all which will more fully appear reference being had to the Records of said Court a certified copy of which said entry upon said Records is herewith filed and made a part of this Bill mark as voucher D. Your orators further represent and charge that on the 19th day of April A.D. 1798 an article of agreement was made and executed by and between the said Major John Finley and the said Lucas Sullivant under their hands and seals whereby the said Sullivant agreed to locate said land warrant of 3000 acres and have the same surveyed and the plats and certificates ready to return to the office of the principal Surveyor, and the said Finley agreed to assign or cause to be assigned to the said Sullivant one equal third part in quantity and quality of the land obtained on said warrant each party to pay his proportion of the legal and contingent expenses all which will more fully appear reference being had to said article of agreement which is herewith filed and made a part of this bill marked as voucher "E." Your orators further represent and charge that in the month of September 1799 the said Lucas Sullivant now deceased did locate said land warrant of 3000 acres as follows Survey No. 479 of 1000 acres on Darby's Creek in Logan County Survey No. 3444 of 1000 acres on Millcreek and Survey No. 3443 of 1000 acres on Bokes Creek in Union County Ohio and caused the same to be recorded in the office of Richard C. Anderson then principal Surveyor of the Virginia Military District in the State of Ohio all which will more fully appear reference being had to said Surveys true copies of which are herewith filed and made a part of this bill marked as vouchers "F." "G." and "H." that on the back of said Surveys the said Major John Finley by virtue of a warrant of Attorney, hereafter mentioned from the said Hannah Finley Margaret Hedley Abram Clark and Margaret Chitsey on the 30th day of April A.D. 1828 assigned unto the heirs of the said Lucas Sullivant decd. (who died in the year 1823) one equal third part of the land covered by the said warrants Surveys - Your orators further represent and charge that on the 12th day of April A.D. 1828 the said Hannah Finley Margaret Hedley Abram Clark and Margaret Chitsey duly made and executed a power of attorney to the said Major John

Finley thereby fully authorizing him to convey by deed or otherwise one thousand acres of Plaine land to locate as herein before mentioned to the heirs and executors or administrators of the said Lucas Sullivant Decd. for his locating and Surveying said 3000 acres of land, all will more fully appear and at large appear reference being had to said power of attorney duly executed and acknowledged which herewith filed and made a part of this bill marked as voucher "H." Your orators further represent and charge that the said Margaret Finley by deed duly executed and acknowledged on the 10th day of January A.D. 1838 did bargain sell remise and quitclaim unto your orator three hundred acres part of Survey No. 3443 on Bokes Creek of 1000 acres and part of Survey No. 3444 on Mill Creek of 1000 acres the said 300 acres being part of the undivided interest of the said Margaret in said lands as heir of the said David Duncan Decd. all which will more fully and at large appear reference being had to said deed herewith filed and made a part of this bill marked as voucher "I." Your orators further represent and charge that on the 4th day of November A.D. 1836 Your orator William L. Sullivant and Michael L. Sullivant executed an article of agreement with Samuel B. Finley Son and heir of said Major John Finley (who had departed this life) under their hands and seals whereby after reciting the making of said Article of agreement of the 19th of April A.D. 1798 between the said Lucas Sullivant and the said Major John Finley and in fulfillment of said article of agreement on the part of the said Major John Finley the said Samuel B. Finley agreed to assign or procure to be assigned to the said William L. and Michael L. in addition to what had already been assigned to them by the heirs of said David Duncan Decd. three hundred acres or so much as would give them title to one equal third in quantity and quality of the lands covered by said warrant No. 214 for three thousand acres all which will more fully and at large appear reference being had to said last mentioned article of agreement herewith filed and made a part of this Bill marked as voucher "K." Your orators further represent and charge that your orators have procured the plats and certificates and Surveys which the assignments of the date of April 30th 1838 were made as herein before mentioned from the office of the Surveyor of the virginia military district and forwarded the same to the Commissioners of the General Land office and that patents have been issued dated May 1st A.D. 1838 for said land covered by said Surveys Nos. 479. 3443. & 3444. of three thousands acres to the heirs and legal representatives or devisees of the said David Duncan decd. all which will more fully and at large appear reference being had to Patents, which are herewith filed and made a part of this bill marked as vouchers "L." "M." & "N." Your orators further represent & charge that the said Samuel Duncan and David Duncan, children heirs and devisees of the said David Duncan decd. are not residents of the State of Ohio nor of the State of Kentucky in which last mentioned States the other heir and devisees reside, and that neither the said Samuel nor David have been heard of for a number of years and the presumption is that they are dead without heirs, and that your orators are not aware of any other heirs or devisees of the said David Duncan decd. who are now living except those before mentioned who have ratified the contract between Lucas Sullivant decd. and the said Major John Finley decd. of the 19th of April A.D. 1798 and if there are any others they are unknown to your orators. Your orators would further represent unto your honors and charge, that the usual and customary price for selecting locating and surveying land warrants from the time of the opening of the Surveyors office for that purpose has always been from one third to one half in quantity and quality of the lands located and that without any special bargain your orators would be entitled to at least one third of the lands located by said land warrant No. 214 for the services of the said Father Lucas Sullivant decd. Your orators pray the premises consideration that the said Samuel Duncan David Duncan

Samuel B. Finley Margaret Hedley Rutherford Chitsey and Margaret his wife Abram Clark and all the unknown heirs of the said David Duncan decd. be made parties defendants to this your orators bill of complaint and that the said defendants be compelled to answer this bill and all the matters therein set forth and alledged under oath as fully and particularly as if the same were here again repeated and they thereunto particularly interrogated And that the said defendants be compelled by a decree of this Honorable Court to forever quit claim release and remise to your orators all their interest claim title and demand to one third in quantity and quality of Surveys Nos 479. 3443 & 3444 of three thousand acres of land and that your orators may have partition of the same and that one third in quantity and quality of said lands may be set off in severalty to your orator And such other and further relief in the premises as the nature of the case may require and to your Honors seem meet Your orators pray the writ of Subpoena and an order of publication and as in duty bound will ever pray &c

Brush & Gilbert Sols. for Compts

Voucher A. reads in the words and figures following to wit

Land office Military warrant No. 214 To the principal Surveyor of the Lands set apart for the officers and Soldiers of the Commonwealth of Virginia. [L.S.] This shall be your warrant to survey and lay off in one or more Surveys for Daniel Holmes his heirs or assigns the quantity of three thousand acres of land in part due unto the said Daniel Holmes in consideration of his services for three years as a Surgeon of the Virginia Continental line agreable to a certificate from the Governor & Council received into the land office. Given under my hand and the Seal of the said office this first day of April in the year one thousand seven hundred and eighty three (Signed) John Harvie Regr. L.O.

A True Copy M.J. Gilbert notary public Fr. Co. Ohio

Voucher marked "B." reads in the words and figures following to wit

Know all men by these presents that I Daniel Holmes of Pittsburg late Surgeon to the Seventh virginia Regiment of the State of Virginia in the Continental Service for a valuable consideration to me in hand paid by Daniel Duncan of the same place, have granted bargained and sold unto the said David Duncan and to his heirs and assigns forever a certain land warrant issued from the land office of the State aforesaid No. 214 for three thousand acres of land and all Benefit and profits arising from the same and the patent for the same to issue out in the name of the said David Duncan Witness my hand and seal March the twenty ninth. one thousand seven hundred and eight four Sealed and Delivered in presence of us N.B. the words " and the patent for the same to issue out in the name of said David Duncan" (Signed) David Holmes [Seal]

(Signed) Benj Bigger
(Signed) Mich Huffnagle } A True Copy M.J. Gilbert Notary public Fr. Co. O.

Voucher marked "C." reads in the words and figures following to wit

In the name of God Amen I David Duncan of the Town of Pittsburgh and County of Allegheny considering the uncertainty of this mortal life and being of sound memory do make and publish this my last will and testament in manner and form following First I give and bequeath unto my wife Margaret out of my Personal Estate one Feather Bed and bedding complete Also her choice of any four of the cows and six Sheep that I have and the negro woman called Catharin and she the said Margaret my wife is to have her choice to occupy the plantation on the Hill or the House wherein I now live in the Town of Pittsburgh and is to have the profits of which of them she may so to possess during her widowhood and in case she should take the plantation she is to have her choice of any two

of the best Horses I have and have one third part of all the money arising from the sale of the remainder of the Personal Estate. Secondly It is my will that all my real and personal Estate shall be sold and disposed of in manner following by my Executors hereinafter mentioned except such parts as already bequeathed unto my wife Margaret Thirdly it is my will that my sons Samuel, David and my daughters Hannah & Mary and & Margaret shall have equal shares of the money arising from the sale of my Estate (except my son Samuel heirs to have only one half as much as any of the other Children, Fourthly and it is my further will that after the marriage or death of my wife Margaret that the House or plantation which She may have possessed by virtue of this will shall be sold by my Executors and the money equally divided among my surviving heirs or their children and & Hereby appoint my wife Margaret George Wallace Edward Cook and Abraham Kirkpatrick Executors of this my last will and testament and further do allow that any two of them shall have full power and authority to transact any business respecting my estate as fully and amply as they were all present Hereby revoking all former wills by me made. In witness whereof I have hereunto set my hand and seal & this thirtieth day of December 1791 Signed, sealed published and declared by David Duncan to be his last will and Testament in the presence of us who have hereunto subscribed our names as witnesses in the presence of the Testator David Duncan Seal

Jno Scull
James Morrison } Recorded April 18. 1792

Be it remembered that on the 18th day of April 1792 Margaret Duncan George Wallace and & Abraham Kirkpatrick Executors named in the last will and Testament of David Duncan deceased had Letters testamentary granted them on the Estate of the said deceased they being duly qualified to well and truly to administer the goods and chattles rights and credits of the said deceased and exhibit a true inventory thereof into the Registers office at Pittsburgh on or before the 18th day of September next and also to render a true and just account calculation and reckoning on or before the 18th day of April next or when thereunto legally required

Samuel Jones Regt.

Allegheny County } ss
State of Pennsylvania }

L Seal J

I D. Gilleland Esqr. Register for the Probate of wills and for granting Letters of Administration in and for said County do hereby certify that the annexed is a true copy of the last will and testament of David Duncan late of said County deceased as the same remains on Record in the Registers office of said County in Will Book A. pages 57 &c In testimony whereof I have hereunto set my hand and affixed the seal of the said office this 12th day of December A.D. 1837 D. Gilleland Register

Allegheny County } ss
State of Pennsylvania }

I Thomas B. Dallas President judge of the Court of Common Pleas of the 5th Judicial District of the Commonwealth of Pennsylvania Composed of the County of Allegheny do hereby certify that D. Gilleland by whom the foregoing certificate was given and who has thereunto in his own proper hand writing subscribed his name was at the time of giving such certificate and now is Register for the probate of wills and for granting Letters of Administration in and for said County duly commissioned and sworn to all those acts as such due faith and credit are and of right ought to be given throughout the United States and elsewhere and that said certificate is in due form of law. In testimony whereof I have hereunto set my hand and seal this 12th day of December

Anno Domini 1837 J. B. Dallas

Allegheny County ss.
State of Pennsylvania } I James Logan Prothonotary of the Court of Common Pleas of the County aforesaid do certify that J. B. Dallas Esquire by whom the above certificate in his own proper hand writing is subscribed was at the time of subscribing and still is Presiding Judge of our Court of Common Pleas of the fifth Judicial District of the Commonwealth of Pennsylvania duly elected of the County of Allegheny duly commissioned and sworn to all whose acts as such full faith and credit are due and ought to be given throughout the United States and elsewhere. Given under my hand and the Seal of said Court at Pittsburgh this twelfth day of December A.D. 1837

James Logan Prothonotary

(Seal)

Voucher marked D. read in the words and figures

State of Kentucky Fleming County ss. November Term 1828

This day Major John Finley of Fleming County Ky. appeared in open Court and being duly sworn deposeth that he was well acquainted with David Duncan who died in the City of Pittsburgh State of Pennsylvania in the year 1792 that he also knows that said David Duncan purchased a land warrant for 3000 acres of land from David Holmes that said Duncan had said warrant laid on 3000 acres part 1000 acres on the waters of Darby Creek 1000 acres on the waters of Millcreek and the remaining 1000 acres on the waters of Pecks Creek all in the State of Ohio. Said warrant was laid on said land by Lucas Sullivant. That the heirs and legal Representatives of said David Duncan are Hannah Finly Margaret Kelsey Margaret Chitsey and Abram Clarke, the two first are children of David Duncan. the two last are grand children being children of Mary Clarke late Mary Duncan daughter of said David Duncan the said Hannah Finly is now the wife of John Finly and Margaret Chitsey is now the wife of Rutherford Chitsey all resides in the State of Kentucky and are the heirs of said David Duncan which is ordered to be certified

Kentucky Fleming County ss.

I Joshua Stockton Clerk of the Court for the County aforesaid certify that the foregoing order is truly copied from the Records of the Fleming County Court. In testimony whereof I have hereunto set my hand and affixed the seal of said County this 3d. day of November 1828

Joshua Stockton

(Seal)

Fleming County ss.

I Samuel Filson presiding Justice of the peace in and for the Court and County aforesaid certify that the foregoing attestation of Joshua Stockton who is Clerk of the said County Court is in due form of law Given under my hand & seal this 3d. of Novr. 1828

Samuel Filson (Seal)

Voucher marked "E." reads in the words and figures following to wit

Article of agreement Stipulation and entered into this nineteenth day of April in the year of our Lord one thousand seven hundred and ninety eight between Major John Finly of the County of Fleming of the one part and Lucas Sullivant of the county of Mason of the other part each party of the State of Kentucky Now these articles witnesseth that whereas the said Finly representeth unto the said Sullivant that him the said Finly hath the direction of a certain military warrant Number which warrant is in the name of David Holmes for three thousand acres and assignee to David Duncan which warrant is now deposited in Col. Richard C. Andersons office, Now it is to be understood that the said Finly doth agree hereby and contract with the said Sullivant for him

the said Sullivant to act upon said warrant in locating and surveying said warrant North west of the Ohio as him the said Sullivant shall deem advantageous and for him the said Sullivant to prosecuting said business and having the plats and certificates ready to return to the principal Surveyors office that the said Finly will assign or cause to be assigned by the proper person or persons the one equal third part of the land so obtained on said warrant in quantity and quality to him the said Sullivant his heirs or assigns each of the contracting party to pay their proportion of the legal and contingent expenses in the same proportion as their interest in said land In witness whereof each of the contracting parties have hereunto set their hands and seals this the day and year above written

J. Finly (Seal)
Lucas Sullivant (Seal)

Signed and acknowledged in presence of
Stephen Slade
Robt. McConnell

Voucher marked "F" reads in the words and figures following to wit
Surveyed for David Duncan apd. 1000 acres of Land on part of a military warrant No. 214 on the waters of Darbys Creek beginning at a hickory and Sugar tree in the Line of Lucas Sullivant's Survey No. 3681 and South west corner to Richard Stephensons Survey No. 3163 running with Stephensons line N. 37 W. 398 poles crossing several draines to two Sugar trees north west corner to said Stephensons Survey thence S. 53 W. 402 poles to two beaches thence S. 37 E. 398 poles to two beaches and a Sugar tree thence N. 53 E. 402 poles to the beginning

Lucas Sullivant D.S.
September 14th 1799

Peter Manifee
William Boyd } C.C.
John Buttle M.K.

Examined and recorded September 27th 1799
Richard C. Anderson S.

I do certify that the warrant on which the above Survey was made was never before satisfied Given under my hand and seal of Office this 8th day of October 1799

Richard C. Anderson (Seal)

On the back of which is the following. April 30th 1828 By virtue of a power of attorney duly executed I do for and in behalf of Hannah Finly Margaret Holcey Abram Clark and Margaret Chitsey heirs and legal Representatives of David Duncan deceased assign unto the heirs and legal Representatives of Lucas Sullivant the one third part of the within Survey No. 479 Value Recd.

Test
C. Browning
Jarvis Pike

Hannah Finly
Margaret Holcey
Abram Clark
Margaret Chitsey by
Jno Finly Attorney

Voucher marked "G" reads in the words and figures following to wit
Surveyed for David Duncan apl. 1000 acres of land on part of a military warrant No. 214 on Millcreek a Branch of Scioto beginning at a Lynn Hickory and Sugar tree South east corner to said Duncans Survey No. 3443 running with his line N. 83. W. 400 poles crossing a branch to a lynn and two beaches South west corner to said Duncans Survey and South east corner to Peter Manifields Survey No. 2832 thence S. 7 W. 400 poles crossing several branches and Millcreek at 390 poles to a beech and two Elms thence S. 83 E. 400 poles to three Sugar trees thence N. 7. E. 400 poles crossing the Creek to the beginning

Lucas Sullivant D.S.
September 16th 1799

Robert Silvey
Phillip Mathersbaugh } C.C.
Abraham Ruddle M.K.

Examined and recorded September 27. 1799
Richard C. Anderson S.

I do certify that the warrant on which the above Survey was made was never before Satisfied Given under my hand and Seal of Office this 8th day of October 1799 Richard C. Anderson Seal

On the back of which is the following April 30th 1828 By virtue of a Power of Atty to me duly executed I do for and in the name of Hannah Finley Margaret Holley Abram Clark and Margaret Chelsey heirs and legal representatives of David Duncan do assign unto the heirs and legal Representatives of Lucas Sullivant dec the one third part of the within Survey No 3464 value Received

Hannah Finley
Margaret Holvey
Abram Clark
Margaret Chelsey by
Jno Finley attorney

Test
E. Browning
Jarvis Pike

Voucher marked "H." reads in the words and figures following to wit Surveyed for David Duncan a/c 1000 acres of land on part of a military warrant No 214 on the waters of Bokes Creek a branch of Scioto beginning at an ash red oak and an Elm South west corner to Bayly and Merymans Survey No 3339 and South east corner to Johns M. Gregorys Survey No 2984 running with Gregorys line N 83 west 400 poles crossing three branches to a Sugar tree and hickory South west corner to said Gregorys Survey South east corner to Andrew Sorbones Survey No 2982 and North east corner to Peter Manfields Survey No 2832 thence with Manfields line S. 7 W 400 poles crossing a branch at 340 and one at 360 poles to a Lynn and two beeches South east corner to said Manfields Survey thence S. 83. E. 400 poles crossing two branches to the beginning

Robert Silby
Philip Mathias bounds } H.C.C.
Abraham Ruble M.K.

I do certify that the warrant on which the above entry was made was never before satisfied Given under my hand and Seal of Office this 8th day of October 1799 Richard C. Anderson Seal

On the back of which is the following

April 30th 1828 By virtue of a Power of atty duly executed I do for and in the name of Hannah Finley Margaret Holvey Abram Clark and Margaret Chelsey heirs and legal Representatives of David Duncan deceased assign unto the Heirs and legal Representatives of Lucas Sullivant dec the one third part of the within Survey No 3443 value Recd

Lucas Sullivant D.S.
September 16th 1799
Examined and recorded September 27th 1799
Richard C. Anderson S.

Test
E. Browning
Jarvis Pike

Hannah Finley
Margaret Holvey
Abram Clark
Margaret Chelsey by
Jno Finley attorney

Voucher marked "I." reads in the words and figures following to wit

Know all men by these presents that we Hannah Finley Margaret Holvey Abraham Clark and Margaret Chelsey heirs at law of David Duncan of Pittsburgh Pennsylvania, decd have constituted and appointed and do hereby constitute and appoint John Finley of the County of Fleming and Commonwealth of Kentucky our true and lawful attorney for us and in our name to ask, demand (and if need be to sue for) a land warrant plattes and certificates of three thousand acres of land of the executors of Lucas Sullivant deceased which said Sullivant located and Surveyed for said David Duncan and to convey by deed or otherwise one thousand acres of said land to the heirs, Executors or administrators of said Sullivant for his

Power of Atty

locating and Surveying said three thousand acres of Land, and we do further em-
power our attorney to Sell and convey the remaining two thousand acres of land
Surveyed by Sullivant (if it has not been Sold to pay the Tax) to the best advan-
tage for us and any part that has been Sold for Tax to redeem and Sell, hereby
ratifying and confirming all and every thing or things which this our attorney
may lawfully do in and about the premises giving and granting him full
power to act as circumstances may demand In witness whereof we have
Set our hands and Seals this twelfth day of April in the year of our Lord one thou-
sand eight hundred and twenty eight

Signed in presence of us
D. D. Finley
J. D. Finley

Hannah Finley (Seal)
Margaret Holley (Seal)
Abraham his X mark Clark (Seal)
Margant R. Chitsey mark (Seal)

Kentucky Fleming County Sct

I William P. Fleming & Dorsey N. Stockton two of the Justices of the peace in and for the County aforesaid certify that Hannah Finley Margaret Holley Abraham Clarke and Margaret Chitsey this day came before us and acknowledged the foregoing power of attorney to John Finley to be their act and deed hand and seals for the purposes therein mentioned Given under our hands and seals this 19th day of April 1828 William P. Fleming (Seal)
D. N. Stockton (Seal)

Kentucky Flemyn County Sct

I Joshua Stockton Clerk of the Court for the County aforesaid certify that William P. Fleming and Dorsey N. Stockton Esquires whose names appear to the foregoing certificate were at the time of signing the same & still are acting Justices of the peace in and for said County duly commissioned and qualified as such & entitled to credit

In Testimony thereof I have hereunto set my name and affixed (Seal) the Seal of said County at Flemingsburg this 19th day of April 1828 Joshua Stockton Clk

Fleming County Sct

I Samuel Wilson Presiding Justice of the peace in and for said County certify that the foregoing attestation of Joshua Stockton who is Clerk of the Fleming County Court is in due form of law Given under my hand and seal this 19th day of April 1828 Saml Wilson (Seal)

Which said Power was endorsed as follows to wit "Received for Record Nov. 24th 1837 and Recorded Nov 29th 1837 in Book J. page 390 and 391 of the Records of Logan County O H. B. Strother Recorder

Boucher Marked "J." reads in the words and figures following to wit

Know all men by these presents that I Margant Holley of Nicholas County Kentucky one of the heirs of David Duncan deceased for and in consideration of three hundred dollars to me in hand paid have and by these presents do bargain Sell remise and quitclaim to William S. Sullivant Michael L. Sullivant and Joseph Sullivant the heirs and legal Representatives of Lucas Sullivant deceased three hundred acres of land part of No. 3443 of 1000 acres entered in the name of David Duncan on Bokes Creek a branch of the Scioto River of No. 3444 containing 1000 acres lying on the waters of Millcreek and part also of No. 479 on the waters of Darby Creek both in the name of the said David Duncan the said three hundred acres being part of the undivided interest of the said Margant in said lands to which she is entitled as one of the heirs of the said David Duncan deceased as aforesaid. To have and to hold said premises with their appurtenances to the said part of the second part their heirs and assigns forever In testimony of which the said Margant Holley has hereunto set her hand and seal this

day of A. D. Eighteen hundred and thirty

Executed in presence of

Margant Holley (Seal)

State of Kentucky
County Sp 3 Personally came before me the Subscriber an acting Justice of the peace in and for said County Margaret Holmes the above grantor and acknowledged that she freely and voluntarily Signed Sealed and acknowledged the foregoing instrument to be her free act and deed for the purposes therein mentioned. Given under my hand and seal officially this 10th day of Janry A.D 1838 James Stuart Jus Peace (Seal)

Commonwealth of Kentucky Fleming County Sct

I George W. Stockton Clerk of the Court of Fleming County certify that Jas. Stuart who has signed the foregoing certificate and before whom the foregoing indenture was acknowledged was at the time of said signing and acknowledgement and acting Justice of the peace in and for the County of Fleming duly in commission and qualified according to law

In Testimony whereof I hereunto set my hand and the Seal of the Fleming County Court this 15th day of February 1838 & in the 45th year of the Commonwealth George W. Stockton Clk.

(Seal)

Commonwealth of Kentucky
Fleming County Sct

I Henry J. Powers Clerk in commision and Presiding Justice of the peace for the County aforesaid hereby certify that G. W. Stockton whose name appears to the above certificate is the Clerk of the Fleming County Court and his said certificate is in due form Given under my hand and seal this 15th day of February 1838 Henry J. Powers (Seal)
Presiding Justice of Fleming County

Voucher marked "K." reads in the words and figures following to wit

This article witnesseth the following agreement between William Sullivant and Michael L. Sullivant of the one part and Samuel B. Finley of the other part Whereas there was an article of agreement entered into the 19th of April 1798 between Lucas Sullivant of the one part and Maj. John Finley of the other part whereby it was stipulated on the part of the said Maj. John Finley that he would assign or procure to be assigned to the said Lucas Sullivant one equal third in quantity and quality of all the lands that might be covered and appropriated by a certain Military land warrant No. 214 for three thousand acres issued originally to David Holmes in consideration of which the said Lucas Sullivant was to locate & survey the said warrant and procure the plats and certificate all which has long since been performed on the part of the said Sullivant Now in fulfillment of the requisitions of said article of agreement on the part of Majr. Finley Samuel B. Finley agrees to assign or procure to be assigned to the said M.L. Sullivant and Wm. Sullivant in addition to what has already been assigned to them by the Heirs of D. Duncan three hundred acres or so much as shall give them title to one equal third in quantity and quality of the lands covered by said warrant No. 214 for three thousand acres – Furthermore Should said Saml B. Finley have those assignments made complete for the one equal third as above mentioned within one year from this date parties agree bind themselves to abide by a division of the lands made this fall by Saml. Finley and Israel Ludlow as the agents of said Sullivants Surveyed by I. Meachan – In this article of agreement the rights of neither party is invalidated or abridged to a certain piece of land that is considered in dispute between one of the Surveys in the name of D. Duncan & R Stephenson on the waters of Dairy that matter being left open for future investigation and decision The said Sullivants in the above article are of the County of Franklin State of Ohio and the said Finley is of the County Fleming State of Kentucky Signed and sealed this 4th day of November Eighteen hundred and thirty Sixty

Signed sealed and delivered in the presence of
Wm. Thomas Lyne Starling jr
a Coffey

Wm. Sullivant (Seal)
M.L. Sullivant (Seal)
S.B. Finley (Seal)

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Voucher marked "I" reads in the words and figures following viz't

No. 479
1000 acres

Martin Vanburen President of the United States of America, To all to whom these presents shall come Greeting

Know Ye That in consideration of Military Service performed by David Holmes a Surgeon for three years to the United States in the Virginia Line on Continental Establishment and in pursuance of an act of the Congress of the United States, passed on the 10th day of August in the year 1790 intitled "an act to enable the officers and Soldiers of the Virginia line on Continental Establishment to obtain titles to certain lands lying north West of the River Ohio between the Little Miami and Scioto" and other acts of the said Congress amendatory of the said act There is granted by the United States unto the Heirs and legal Representatives or devisees of David Duncan decd the assignee of said David Holmes a certain tract of land containing one thousand acres situate between the Little Miami and Scioto Rivers north west of the River Ohio as by Survey bearing date the fourteenth day of September 1799 and bounded and described as follows, viz. Survey No. 479 of one thousand acres land in part of a Military warrant No 214 (the whole thereof being for 3000 acres) issued in favor of the said David Holmes on the waters of Darby's Creek, beginning at a hickory and Sugar tree in the line of Lucas Sullivants Survey No. 3681 and South west corner to Richard Stephensons Survey No 3163 running with Stephensons line north thirty seven degrees West three hundred and ninety eight poles crossing several drains to two Sugar trees North west corner to said Stephensons Survey, thence South fifty three degrees West four hundred and two poles to two beeches thence South thirty seven degrees East three hundred and ninety eight poles to two beeches and a Sugar tree thence North fifty three Degrees East four hundred and two poles to the beginning with the appurtenances To have and to Hold the said tract of Land with the appurtenances unto the said Heirs and legal Representatives or Devisees of David Duncan deceased and to their heirs and assigns forever as tenants in common and not as joint Tenants

In Witness whereof the said Martin Vanburen President of the United States of America hath caused the Seal of the General land office to be hereunto affixed and signed the same with his hand at the City of Washington the first day of May in the year of our Lord 1838 and of the Independence of the United States of America the Sixty Second

Seal

Martin Vanburen

By the President,

By A Vom Buren Secy

A. M. Garland Recorder of the General land office

Voucher marked "M" reads in the words and figures following to wit

No. 3444
1000 acres

Martin Van Buren President of the United States of America To all to whom these presents shall come Greeting

Know Ye that in consideration of Military Service performed by David Holmes a Surgeon for three years to the United States in the Virginia Line on Continental establishment and in pursuance of an act of the Congress of the United States passed on the 10th day of August in the year 1790 Entitled "An act to enable the officers and Soldiers of the Virginia line on Continental Establishment to obtain titles to certain lands lying north West of the River Ohio between the Little Miami and Scioto" and other acts of the said Congress amendatory of the said act There is granted by the United States unto the Heirs and legal Representatives or devisees of David Duncan decd the assignee of David Holmes a certain tract of land containing one thousand acres situate

between the Little Miami and Scioto Rivers North west of the River Ohio as by Survey bearing date the Sixteenth day of September 1799 and bounded and described as follows, viz. Survey No. 3444 of one thousand acres of land on part of a military warrant No. 214 (the whole thereof being for 3000 acres) issued in favor of the said David Holmes on Millcreek a branch of Scioto beginning at a Lynn Hickory and Sugartree South east corner to said Duncans Survey No. 3443 running with his line North Eighty three degrees west four hundred poles crossing a branch to a Lynn and two Beeches South west corner to said Duncans Survey and South east corner to Peter Manifields Survey No. 2832 thence South seven degrees West four hundred poles crossing several branches and Millcreek at three hundred and ninety poles to a beech and two Elms thence South Eighty three degrees east four hundred poles to three Sugar trees, thence North Seven degrees east four hundred poles crossing the Creek to the beginning with the appurtenances to have and to hold the said Tract of land with the appurtenances unto the said heirs and legal Representatives or Devisees of David Duncan dec^{d}, and to their heirs and assigns forever as Tenants in common and not as joint Tenants.

In Witness Whereof the said Martin Van Buren President of the United States of America hath caused the Seal of the General Land Office to be hereunto affixed and Signed the same with his hand at the City of Washington the first day of May in the year of our Lord 1838 and of the Independence of the United States of America the Sixty second

Seal

Martin Van Buren

By the President — By Van Buren Sec^{y}

A. M. Garland Recorder of the General Land Office

Voucher marked "F" reads in the words and figures following to wit

No. 3443
1000 Acres

Martin Van Buren President of the United States of America, To all to whom these presents shall come Greeting Know Ye, that in consideration of Military Service performed by David Holmes a Surgeon for three years to the United States in the Virginia line on Continental Establishment and in pursuance of an act of the Congress of the United States passed on the 10th day of August in the year 1790 entitled "An act to enable the officers and Soldiers of the virginia line on Continental Establishment to obtain titles to certain lands lying north west of the River Ohio" between the Little Miami and Scioto and other acts of the said Congress amendatory of the said act, There is granted by the United States unto the Heirs and legal Representatives or Devisees of David Duncan dec^{d} the assignee of said David Holmes a certain tract of land containing One thousand acres situate between the Little Miami and Scioto Rivers North West of the River Ohio as by Survey bearing date the Sixteenth day of September 1799 and bounded and described as follows viz. Survey No. 3443 of one thousand acres of land on part of a Military Warrant No. 214 (the whole thereof being 3000 acres) issued in favor of said David Holmes on the waters of Bikes Creek a Branch of Scioto Beginning at an Ash and Red oak and an Elm South west corner to Barly and Merrymans Survey No. 3339 and South east corner to John M. Gregorys Survey No. 2984 running with Gregorys line North Eighty three degrees west four hundred poles croping three branches to a Sugar tree and Hickory South west corner to said Gregorys Survey South east corner to Andrew Sorbons Survey No. 2982 and north East corner to Peter Manifields Survey No. 2832 thence with Manifields line South seven degrees west four hundred poles croping a branch at three hundred and forty and one at three hundred and sixty poles to a Lynn and two Beeches South east corner to said Manifields Survey, thence South

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Eighty three degrees East four hundred poles crossing a branch to Lynn buckeye
and Sugar tree thence north seven degrees East four hundred poles crossing two
branches to the beginning with the appurtenances. To Have and to Hold the said
Tract of Land with the appurtenances unto the said Heirs and legal Representatives
or Devisees of David Duncan decd and to their heirs and assigns forever as tenants
in common and not as joint tenants

In Witness Whereof the said Martin Van Buren President of the United
States of America hath caused the Seal of the General Land office to
be hereunto affixed and Signed the same with his hand at the City
of Washington the first day of May in the year of our Lord 1838 and
of the Independence of the United States of America the Sixty second

Seal

Martin Van Buren

By the President By A Van Buren Secy.
A. McFarland Recorder of the General Land office

And afterward to wit on the 26th day of October A.D. 1838 on motion of the Complainant
and it appearing to the Satisfaction of the Court that the said defendants are not residents
of the State of Ohio, it is ordered that notice of the pendency of this Suit and of the Sub-
stance of the bill and prayer thereof be published in the State Journal and
Register a newspaper in general circulation in said County of Union Six consec-
utive weeks prior to the next Term of this Court

And afterward to wit on the 25th day of April A.D. 1839 on motion leave is given to
the Complainants to file a Supplemental Bill in this case, and afterwards to wit on
same day and year last aforesaid the complainants by Messrs Brush and Gilbert their
Counsel filed their Supplemental Bill as follows to wit

To the Honorable the President and Associate Judges of the Court of Common
Pleas of the County of Union and State of Ohio in Chancery Sitting Humbly com-
plaining Show unto your Honors your orators William S. Sullivant Joseph Sul-
livant and Michael L. Sullivant that on the day of A.D. 1838
your orators filed in the Clerks Office of your honorable Court their certain original
Bill in Chancery against the known and unknown heirs of David Duncan deceas-
ed all which will more fully appear reference being had to said original Bill -
Your orators further represent unto your Honors that since the filing of said
original Bill, they have been more fully informed as to who are at present the legal
heirs of said David Duncan decd as follows to wit David Duncan Son of
David Duncan decd Margaret Holey daughter of said David Duncan decd
Samuel B. Finly and David D. Finly sons of Major John Finly and Hannah
his wife daughter of said David Duncan decd Elizabeth Ann Vair and
Hannah Sarah Finly daughters of said Major John & Hannah Finly
David McCabe and Maria Jane his wife late Maria Jane Finly daughter
of said Major John and Hannah Finly. Fielding Bell husband of Margaret
Bell decd daughter of said Major John and Hannah Finly - John F. Bell;
Margaret Bell Joseph Bell and William Bell, the three last minors children
of said Fielding and Margaret Bell - Benjamin Prater and Jane his wife late
Jane Bell Edmond Dunlap and Matilda his wife late Matilda Bell daughter
of said Fielding and Margaret Bell decd Abram Clark son of Mary Clark
decd formerly Mary Duncan daughter of said David Duncan deceased, Ruthanna
Christy and Margaret his wife late Margaret Clark daughter of said Mary Clark
decd Solomon Ream and Hannah his wife late Hannah Clark daughter
of said Mary Clark deceased, George Campbell and May his wife late May
Clark daughter of said Mary Clark decd Mary Clark a minor daughter
of David Clark decd son of said Mary Clark decd David Duncan
Samuel Duncan and Robert Duncan, children of Samuel Duncan decd
son of said David Duncan decd Samuel Duncan and Mary Duncan
both minors children of William Duncan decd son of said Samuel
Duncan decd son of said David Duncan deceased

William Smith a minor Son of William Smith decd. and his wife Matilda formerly Matilda Duncan daughter of said Samuel Duncan decd. Son of said David Duncan decd. Your orators pray the premises considered that all said Heirs and the other unknown heirs if any there be, be made defendants to this supplemental bill and your orators original bill and that an order of publication be entered to bring said defendants in Court who are all now residents of this State and your orators pray as they have already in their original bill prayed

Brush & Gilbert Solrs for Compts

And afterwards to wit on the 25th day of April A.D. 1839 on motion of the complainants Israel Hamilton Esqr is appointed Guardian ad litem for the infant defendants in this case who thereupon accepts said appointment and files his answer which said answer reads in the words and figures following to wit, The joint and several answers of Margaret Bell and Joseph Bell William Bell Mary Clark Samuel Duncan Mary Duncan and William Smith infant defendants to the bill of complaint filed against them and others by William A Sullivant and others by Israel Hamilton their Guardian ad litem. The said defendants saving to themselves and each of them all and all manner of advantage & exception to the many untruths errors &c in the said bill of complaint contained for answer thereunto or so much thereof as these defendants are advised is material for them to make answer unto, they answering by their said Guardian severally say that they are strangers to all and singular the matters and things in the said bill of complaint contained otherwise than that these defendants have heard that David Duncan their ancestor in the bill named was seized & entitled to several lands and tenements, and these defendants being infants & tender years submit themselves to the judgment of this honorable Court and humbly hope, that what right and title they or either of them have to the real Estate of their said ancestor shall be protected and saved to them respectively without that &c Margaret Bell Joseph Bell William Bell Mary Clark Samuel Duncan Mary Duncan and William Smith By Israel Hamilton their Guardian ad litem

And afterwards to wit on the same day to wit April 25th 1839 on motion of the complainants and it appearing to the satisfaction of the Court that the said defendants are not residents of the State of Ohio It is ordered that notice of the pendency of this suit and of the substance of the bill and prayer thereof be published in "Our Freedom and Union County advertiser" a newspaper published in the County of Union and in general circulation in the Counties of Union and Logan Six consecutive weeks prior to the next Term of this Court and this cause is continued. And afterwards to wit on the same day to wit the 25th day of April A.D. 1839 came the defendants by John A. Corwin their Counsel and filed the following answer to wit To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union in the State of Ohio in Chancery sitting The defendants Margaret Holby Samuel B. Finly Ruthinford Chidsey and Margaret his wife and Abram Clark named in the original bill in this suit and also the following named representatives of David Duncan deceased to wit David Finly Elizabeth and Sarah widow of Joseph B. Sarah deceased Maria Jane McCabe wife of David McCabe formerly Maria Jane Finly and Hannah Sarah Finly Children and heirs of Major John Finly and Hannah Finly deceased said Major John Finly and Hannah Finly being the same named in said Bill and John T. Bell and Jane Prater formerly Jane Bell wife of Benjamin Prater who are children and heirs of Margaret Bell deceased formerly Margaret Finly daughter and heir of said Major John Finly and Hannah Finly decd. and also said David McCabe and Benjamin Prater for answer to said Bill say. That the facts therein set forth

in relation to the claim and right of the complainants as well as the other facts in said bill set forth in relation to the lands therein mentioned and the vouchers therein mentioned and referred to are by said defendants admitted to be true and said Respondents consent and desire that partition of the lands in said Bill mentioned be made in such manner as equity and the rights of the parties herein shall dictate and without delay. These Respondents admit all the facts in said bill set forth except that in relation to the death of Samuel Duncan "without heirs" It is true the said Samuel Duncan devisee and heir of said David Duncan deceased long since departed this life But he had six children whose names are as follows. William, David, Samuel, James and Robert and Matilda, Said William Duncan is dead, he left two children named Mary Duncan and Samuel Duncan who are under the age of twenty one, their place of Residence not known. Said Matilda intermarried with William Smith. She and her said husband are both dead. They left one child whose name is William Smith his age and place of Residence are not known to these respondents. The said Samuel David and James and Robert Duncan are still living and reside in the State of Pennsylvania, said David Samuel and Robert in Butler County and said James in Venango County Martha daughter of said Major John Finley married John Peoples and now reside in Grans County in the State of Kentucky. Besides these and your respondents before named there are the following representatives of said David Duncan deceased (to wit) Matilda Dunlap (formerly Matilda Bell) wife of Edward Dunlap Margant Bell Joseph Bell & William Bell children of Margant Bell deceased aforenamed said Margant Joseph and William Bell are under the age of twenty one years and reside in Fleming County in the State of Kentucky with their father Fielding Bell the husband of said Margant Bell deceased, and said Dunlap & wife both over the age of twenty one years reside in Knox County in the State of Illinois, Mary Clark formerly Mary Duncan and she is named in said Bill besides her children in said bill named had three other children namely one son named David a daughter named Hannah who is intermarried with Solomon Reams and a daughter named Mary who intermarried with George Campbell, said David now deceased was married and had one child named Mary she is under the age of twenty one years, and resides in Alegheny County in the State of Pennsylvania, The wife of said David is Said Hannah and her Husband Solomon Reams and said Mary and her husband George Campbell are still living and reside in Alegheny County in the State of Pennsylvania Your Respondents being advised they have fully answered Submit the whole matter to said Honorable Court (Signed) L. D. Finley Margant Holey Betsey Ann Faris David McCabe Mariah L. McCabe S. B. Finley Abraham Clark Lucy Clark Benjamin Prather Jane L. Prather John T. Bell Margant Chitsey Ruthenfore Chitsey —

John A. Cocan Counselor for Defs

State of Kentucky Fleming County Set. Be it remembered that on this the 27th day of February 1839 the foregoing and above named defendants Margant Holey Samuel B. Finley David Finley Betsey Ann Faris David McCabe Margant L. McCabe S. B. Finley Abraham Clark Benjamin Prater Jane L. Prater Lucy Clark John T. Bell Ruthenfore Chitsey and Margant Chitsey made oath before me the undersigned one of the Justices of the peace of said State in and for said County that the facts set forth in the foregoing answer are true

Fielding Bell J. P. F. C.

The Commonwealth of Kentucky
Fleming County Set

I Geo. M. Stockton Clerk of the Court for the County aforesaid certify that Fielding Bell is a Magistrate as above and that the foregoing signature of his is genuine

{Seal} In Testimony Whereof I have hereunto set my name and affixed the Seal of said County this 9th of March 1839
Geo. M. Stockton

And afterwards to wit on the 12th day of July A.D. 1839 This day came the complainants and proved publication of notice, and thereupon on their motion this cause is continued. Which said notice together with the proof thereof reads in the words and figures following (to wit)

State of Ohio Union County Common Pleas.

William S. Sullivant and others
vs
David Duncan, Margaret Holey, Samuel B. Finly, David S. Finly, Elizabeth Ann Sains, Hannah Sarah Finly, David McCabe and Mary Jane his wife, Fielding Bell, John S. Bell, Margaret Bell, Joseph Bell and William Bell, Benjamin Prater and Jane his wife, Edmund Dunlap and Matilda his wife, Abraham Clark, Ruthuford Chitsey and Margaret his wife, Solomon Ream and Hannah his wife, George Campbell and Mary his wife, Mary Clark, David Duncan, Samuel Duncan and Robert Duncan, Samuel Duncan and Mary Duncan; and William Smith heirs and legal Representatives of David Duncan decd. } In Chancery

The Bill in this case charges that on the 1st of April 1783 there was issued a military warrant No. 314 from the Land Office of Virginia to David Holmes for 3000 acres; that on the 29th of March 1784 the said David Holmes by Deed sold said warrant to David Duncan now decd, his heirs and assigns forever that by agreement with said Duncan in his lifetime and with some of his heirs since his death Lucas Sullivant caused said land warrant to be located on the 19th of April 1798 as follows Survey No. 479 of 1000 acres on Darbys Creek in Logan County Survey No. 3441 of 1000 acres on Mill Creek and Survey No. 3443 of 1000 acres on Bokescreek Union County Ohio and caused the same to be Recorded. That said Lucas Sullivant was to receive for his services in locating said land &c one third thereof in quantity and quality each party paying his proportion of the legal and contingent expenses, That said contract has been repeatedly recognized by some of the heirs of said David Duncan decd by deeds and otherwise. That the complainants have procured patents to be issued to the heirs devisees and legal representatives of said David Duncan deceased for said 3000 acres of land. The bill prays that said defendants may be compelled to release and quitclaim to the complainants one third in Quality & Quantity of said 3000 acres of land and one third thereof be set off to the complainants in severalty and for general relief. And on motion of the complainants and it appearing to the satisfaction of this Court that the said defendants are not residents of the State of Ohio It is ordered that notice of the pendency of this suit and of the substance of the bill and prayer thereof be published in our Freedom and Union County Advertiser a newspaper published in the County of Union, and in general circulation in the Counties of Union and Logan six consecutive weeks prior to the next Term of this Court, at which time unless said defendants appear and plead answer or demur to said bill the same will be taken as confessed and the matters therein decreed accordingly

A true copy Attest James H. Gill Clerk
Brush and Gilbert Solicits for Compts

State of Ohio Union County ss. Personally appeared in Open Court Stephen McLain one of the publishers of Our Freedom and Union County Advertiser a newspaper published in Union County Ohio and of general circulation in the Counties of Union and Logan, who being duly sworn according to law says that the annexed notice has been published therein for six consecutive weeks prior to the present Term of this Court, Sworn to and subscribed in

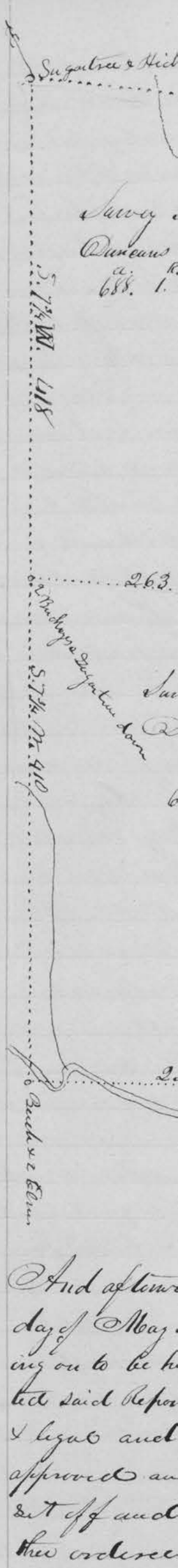
open Court the 12th " day of July 1839 Jas H. Gee Clk
and afterwards to wit on the 31st day of October A.D. 1839. This cause coming on to be heard & be
heard upon the original and supplemental bills and answers & exhibits and the Court
having seen and inspected the bills answers testimony and exhibits and maturely consid-
ered the premises are of opinion that the law and equity of the case are with the complain-
ants It is therefore ordered adjudged and decreed by the Court that the said
defendants do within ten days from the rising of this Court convey by deed of Special
warranty to the complainants one third in quantity and quality of the lands and
tenements in the bill mentioned and described and in default thereof it is further
ordered adjudged and decreed by the Court that this decree Stand for such conveyance
and no Sufficient reason reason appearing why partition should not be made it
is further ordered adjudged and decreed by the Court that the Sheriff of this County
do by the oaths Levi Phelps Stephen M Cain and Cyprian Lee three judicious
disinterested freeholders of the vicinity cause to be set off and divided to the
complainants one third in quantity and quality of the lands and tenements
in the bill mentioned and described and that he return his proceedings
to the next term of this Court to which time this cause is continued
and afterwards to wit on the 7th day of November A.D. 1840 the following certified
copy of the Journal Entry was issued to wit

William Sullivant et al. vs David Duncan et al. } This cause coming on upon the originial and supple-
mental Bill and answers and exhibits and the
Court having seen and inspected the bills answers
testimony and Exhibits and maturely considered
the premises are of opinion that the law and equity of the case are with the complainants
It is therefore ordered adjudged and decreed by the Court that the said defend-
ants do within ten days from the rising of this Court convey by deed of Special war-
ranty to the complainants one third in quantity and quality of the lands and ten-
ements in the bill mentioned and described and in default thereof it is further
ordered adjudged and decreed by the Court, that this decree Stand for such con-
veyance and no Sufficient reason appearing why partition should not be
made it is further ordered adjudged and decreed by the Court, that the
Sheriff of this County do by the oaths of Levi Phelps Stephen M Cain and Cyp-
rian Lee three judicious disinterested Freeholders of the vicinity cause to be set off
and divided to the complainants one third in quantity and quality of the lands &
tenements in the bill mentioned & described and that he return his proceedings
to the next Term of this Court to which time this cause is continued.

{Seal} I Hereby certify the above to be a correct copy of the journal Entry
made in this case at the October Term of Union Com Pleas A.D. 1839
James H. Gee Clerk

And afterwards to wit on the 6th day of May A.D. 1840 the Sheriff made return of
his proceedings in the premises as follows to wit. caused the command of the
within to be executed, See Commissioners report hereto attached R. Clark Sheff
Which said report reads in the words and figures following to wit. We the under
signed Freeholders in pursuance of the command of a writ of partition in the case
wherein William Sullivant & others are demandants and the heirs of David
Duncan are defendants have proceeded (being duly sworn) to divide each tract of
land mentioned in said writ and have made partition thereof as follows
to wit: We have set off and allotted to Michael G. Sullivant William L
Sullivant & Joseph Sullivant the demandants part of Survey No. 3443
to wit beginning at two ashes and a hickory in the north original line of the
Survey thence with said line crossing the course S. 17¼ E. 153 poles to an
Ash Redoak and Elm Orig. north east corner of said Survey, thence with
an other of the originals lines of said Survey crossing the course S. 73¼ W.
414 poles to a hickory Sugartree and Lynn north east corner to David
Duncans Survey No. 3444 thence with the line of said Duncans Survey

correcting the course N. 78½ W. 153 poles to two beeches and an Elm, thence N. 7¾ E. 415 poles to the beginning containing three hundred ninety six acres one Rood and eighteen poles, We also set off and apated to Michael L Sullivant & William S. Sullivant part of Survey No 3444 beginning at two Beeches and an Elm in the line of Survey No 3443 thence with the line of said Survey No 3443 correcting the course S. 78½ E. 153 poles to a hickory Sugartree and Lynn South east corner to said Survey No 3443 thence with the original line of Survey No 3444 correcting the course S. 7¾ W. 385 poles to three Sugartrees one down South east orig¹ corner of said Duncans Survey No 3444 thence with another of the lines of said Duncans Survey correcting the course N. 82 W. 153 poles to a Sugar tree and Ironwood thence N. 7¾ E. 394 poles to the beginning containing three hundred Sixty two acres three Roods and twenty three poles We also set off and apated to Michael L. Sullivant and William L. Sullivant part of Survey No 479 Beginning at two Beeches westerly corner of the Survey thence with the orgn¹ line correcting the course thereof N. 56½ E. 101½ poles to two Sugartrees and a Beech in the original line of the Survey thence with said line correcting the course S. 57½ W. 101½ poles to two Beeches and a Sugartree original corner of said Survey, thence with the line of said Survey N. 37 W. 405 poles to the beginning containing two hundred and fifty seven acres and thirty eight poles the last mentioned Survey to wit No 479 is situated in the County of Logan, the two former to wit Surveys No 3443 & 3444 are situate in the County of Union We also set off and apated to the heirs of David Duncan a part of Survey No 3443 in the County of Union to wit Beginning at a Sugartree and Hickory northeast original corner of said Survey thence with the line of said Survey correcting the course thereof S. 7¾ E. 265½ poles to two Ashes and a Hickory corner to the part set off to Michael L. & William L. Sullivant thence with their line S. 7¾ W. 415 poles to two beeches and an Elm in the line of David Duncans Survey No 3444 thence with said line correcting the course N. 78½ W. 263 poles to two beeches and Sugar (down) corner to Survey No 3444 in the name of Duncan thence with the original line correcting the course N. 7¾ E. 418 poles to the beginning containing Six hundred and Eighty eight acres one rood and nineteen poles Also set off and apated to the heirs of David Duncan part of Survey No 3444 in the County of Union Beginning at two beeches and an Elm in the South line of Survey No 3443 and corner to lands apated to Michael L. & William L Sullivant thence with their line S. 7¾ W. 394 poles to a Sugartree and Iron wood in the South original line of said Survey No 3444 thence with said line correcting the course N. 82 W. 259 poles to a beech and 2 Elms South west original corner of said Survey No 3444 thence with the line correcting the course thereof N. 7¾ E. 410 poles to two beeches and Sugartree (down) original corner thence with another of the original lines correcting the course thereof S. 78½ E. 263 poles to the beginning containing 665 acres two Roods and twenty two poles, also set off and apated to the heirs of David Duncan part of Survey No 479 in the County of Logan Beginning at a Buckeye Ironwood and pawpaw in the north original line of said Survey thence with the said line correcting the course N. 56½ E. 204 poles to a Stake corner to an interference with said Duncans Survey claimed as the line and corner of Survey No 3163 in the name of Richard Stephenson thence with said line S. 37 E. 409½ poles to a beech and Buckeye claimed as the South west corner of said Stephensons Survey thence with the South line of said Duncans Survey correcting the course S. 57½ W. 204 poles to two Sugartrees and a beech thence N. 37 W. 406½ poles to the beginning containing five hundred and fourteen acres all of which will be fully Represented on the diagram hereunto annexed



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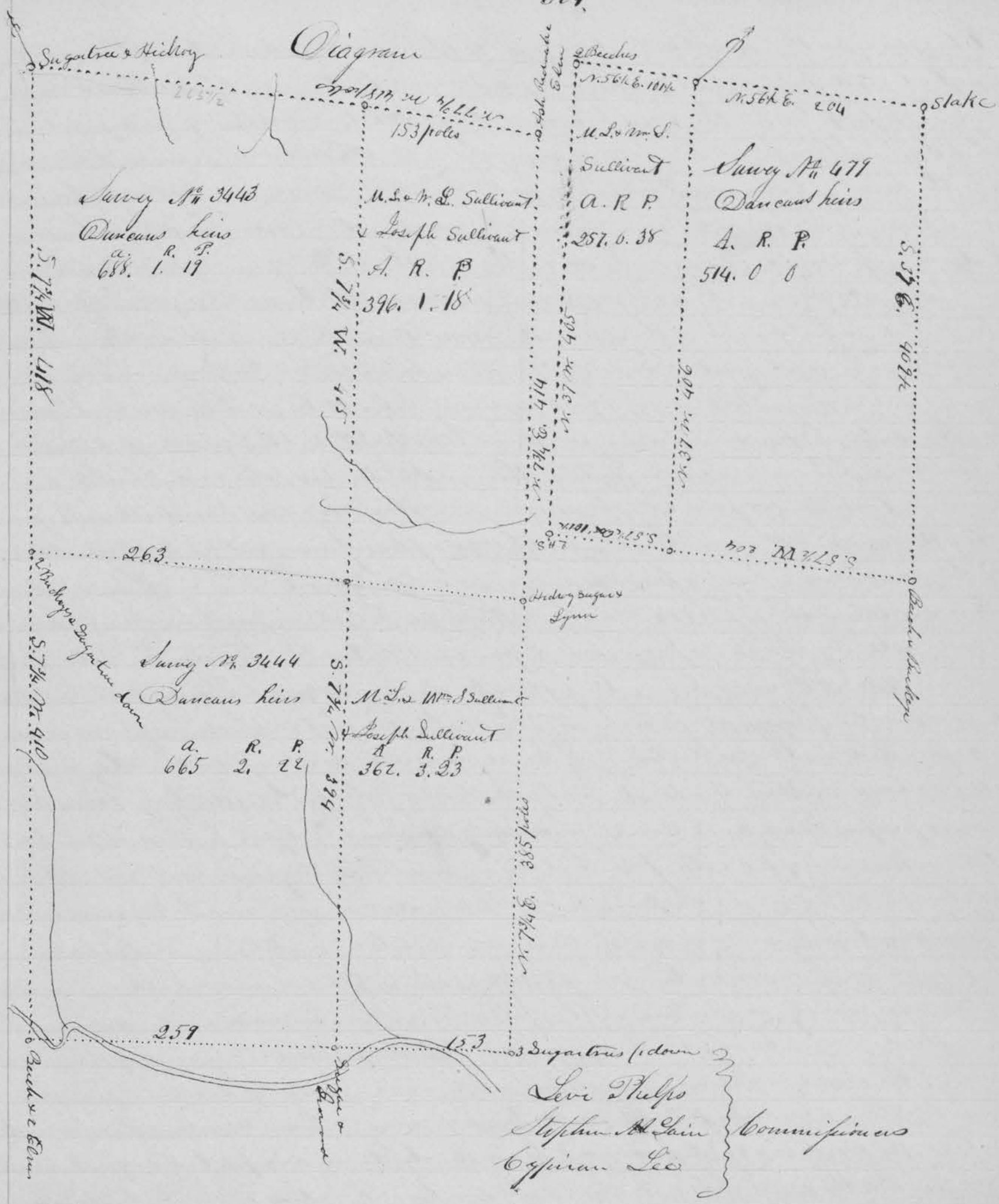

And afterwards to wit on the same day and year first herein aforesaid to wit on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty this cause coming on to be heard upon the Report of the Commissioners and the Court having seen and inspected said Report and proceedings of the Sheriff do finde the same in all respects correct & legal and do order 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 Commissioners and it is further ordered that the costs and expenses of this suit taxed at

including a Counsel fee of twenty five Dollars to Brush and Gilbert be paid within twenty days by the parties in the following proportions to wit one third thereof by the said complainants and two thirds thereof by the defendants except the Counsel fee one half of which is to be paid by the complainants, and one half by the defendants and in default thereof that execution issue therefor

Attest James H. Gill Clk

J. R. Swan

James Chuggage
vs
Ebenezer Abbott Admr
of Baily Hathaway decd
and others

Pleas before his Honor Joseph R. Swan President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and

State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty – Be it remembered that heretofore to wit on the 30th day of May A.D. 1839 came the complainant by A. Hall his attorney and filed in the Clerks Office of this Court his bill in chancery in the words and figures following to wit To the Court of Common Pleas in and for the County of Union and State of Ohio in chancery Sitting Your petitioner James Huggage of the said County of Union respectfully represents unto your honors that on the 18th day of November A.D. 1834 one Baly Hathaway of Cuyahaga County in said State was seizen or pretended to be seized in fee simple of the following described land lying in Jerusalem Township Union County and part of Survey No. 5506 bounded as follows Beginning at two Beeches and a Sugar tree North East corner of Lot No 6 as divided and numbered by Alexander Robinson Surveyor thence North 80° E. 171 poles and 4 Links to a Beeches and Brow wood & sugar tree thence S. 80° W. 175 poles and 2 links to 3 Beeches thence S. 7° 45' W. 100 poles to the beginning containing one hundred and five acres more or less and the said Hathaway being in want of money did on the day and year last aforesaid borrow of one Silas G. Strong of said County of Union the sum of $163.84 for which the said Hathaway executed his certain promissory note by which he promised to pay said Silas G. Strong or order the said sum of $163.84 on or before the fifteenth day of August 1835 with interest To secure the payment of which together with the costs which might necessarily be expended in the collection of said loaned money, on the day and year first above written the said Baly Hathaway by his deed duly executed under his own proper hand and seal and duly acknowledged (said deed was executed in presence of two witnesses but from mistake they did not attest the same as witnesses) conveyed the premises above described in fee simple to said Silas G. Strong his heirs and assigns forever Subject however to a condition of defeasance on the payment of said note for $163.84 with interest and costs thereof and costs necessarily expended in the collection of said loaned money then said deed was to be void, a copy of which deed is herewith filed and made part of this bill which being referred will more fully appear — Your petitioner further represents that the said sums of money mentioned in said note and in the condition of defeasance to said deed or any part thereof had not been paid to the said Silas G. Strong at the time limited in said deed for the payment thereof whereby the title in said premises became vested in said Strong redeemable nevertheless in equity on payment of said sums of money. Your petitioner further Represents that said money being so due and owing as aforesaid to said Strong from said Hathaway Strong applied to said Hathaway and requested him to pay the same which he wholly neglected and refused to do Thereupon the said Silas G. Strong, on the 29th day of January 1837 to wit at Union County for a valuable consideration duly assigned said deed to one Jesse Butcher together with note to secure the payment of which the said deed was executed a copy of which assignment is herewith filed by reference to which will more fully appear. Your petitioner further represents that said sums of money so due and owing and to secure which said deed was executed were never paid to said Jesse Butcher or any part thereof. And afterwards on the 31 day of March 1838 the said Jesse Butcher for a valuable consideration duly assigned said note & deed to your petitioner both of which last assignments are herewith filed & made a part of this bill Reference thereto being had will more fully appear Your petitioner further represents that said sums of money mentioned in the condition of defeasance in said deed and to secure the payment of which said deed was executed have never been paid either to the said Silas G. Strong Jesse Butcher or your petitioner but the whole thereof remains due and unpaid to your petitioner — Your petitioner further represents that said Baly Hathaway has since the execution of said deed deceased and one Ebenezer Abbott of Cuyahoga County has been duly appointed administrator of his Estate

Your Petitioner therefor made application to said Administrator & requested the payment of the said sums of money so due as aforesaid, yet said admr. wholly neglected & pay the same or any part thereof but informed your petitioner that said Estate was insolvent and said premises never would be redeemed. Said Hathaway deceased leaving Dianthea Hathaway an infant daughter his only heir at law Your petitioner therefor prays that said Ebenezer Abbott as admr aforesaid Estate of Baily Hathaway decd. and said Dianthea Hathaway may be made defendants to this bill. Your petitioner further represents that your petitioner and the mortgagee have been in possession of said premises and have made large and valuable improvements thereon that the wife of said Hathaway is still living & claims right of Dower in said premises. Your Petitioner therefor prays that the mistake made or neglect in obtaining the signature of witnesses to said deed may be corrected by the decree of this Court. That account may be taken of the amount due your petitioner upon said Note and by the condition of defeasance in said deed and for the taxes paid by the mortgagee upon said premises since the execution of said deed, and that said premises may be sold and the amount due your petitioner as aforesaid satisfied from the proceeds thereof. Your petitioner further prays that by order of this Court the appraisers who may be directed to appraise said premises before sale thereof may be directed to appraise the same subject to the widows dower and the value thereof without the improvements made thereon by your petitioner or those acting under him and such other and further relief as equity and good conscience may require

A. Hall Sol for Compt

Said Deed reads in the words and figures following to wit

Know all men by these presents that I Baily Hathaway of the County of Cuyahoga and State of Ohio for and in consideration of the sum of one hundred and sixty three dollars and eighty five cents to me in hand paid by Silas G. Strong the Receipt whereof is hereby acknowledged I have granted bargained sold released conveyed and confirmed and by these presents do grant bargain sell release convey and confirm unto him the said Silas G. Strong and unto his heirs and assigns forever all that piece or parcel of land lying and being situate in said County of Lucas Being part of Survey No. 5506 and being that part of said Survey contained in the following Boundaries to wit Beginning two Beeches and a Sugar tree the North east corner of Lot No. 6 as divided and numbered by Alexander Robinson Surveyor. Thence N. 80° E. 171 poles and four links to two Beeches and an Iron wood & Sugar tree thence S. 10° E. 100 poles to an Ironwood and two beeches thence South eighty west 175 poles and two links to three beeches thence N. 7° 45' W. 100 poles to the Beginning containing containing one hundred and five acres be the same more or less together with all and singular the privileges and appurtenances thereunto belonging or in any wise appertaining To have and to hold the same unto him the said Silas G. Strong and unto his heirs and assigns forever, and the said Baily Hathaway hereby covenants that he has good right and lawful authority to sell and convey the same in manner and form aforesaid and that unto him the said Silas G. Strong and his heirs the premises aforesaid he the said Baily Hathaway hereby covenants that he will warrant and forever defend against all manner of persons whomsoever. It is upon this express condition any thing hereinto the contrary notwithstanding, That is to say if the said Baily does well & truly pay to the said Silas G. Strong the full amount of the principal and interest specified in and by a certain note of even date herewith executed by the said Baily Hathaway to said Silas G. Strong for the sum of one hundred and sixty three Dollars and eighty four cents with interest and made payable on or before the fifteenth day of August next after the date thereof together with the costs hereof and such costs as may necessarily be made in the collection of the same- Then this indenture is to be held for naught and to be and remain of none effect. But if default be made in the payment as above specified then it may

be Lawful for said Silas G. Strong to foreclose this mortgage agreeably to the forms of the Statute in such case made and provided or the usages of our Court of Justice

Ecteste of the hand and seal of the said Baly Hathaway hereunto set
this 18th day of November A.D. 1834 Baly Hathaway Seal
State of Ohio Union County ss

Before me William B. Irwin one of the acting Justices of the peace in and for said County personally came Baly Hathaway and acknowledged the signing and sealing of the foregoing indenture for the special purposes therein expressed Given under my hand and seal the 18th day of November A.D. 1834

William B Irwin J.P.
Justice of the peace Seal

upon which was the following calculation and assignment to wit

June 21st 1837 Principal	$ 163.84
Mortgage, acknowledgement & Record	1 62.5
Int. on $165.46 2 years 7 months & 11 days	25. 94.9
Taxes for 1834. 35 & 36 Inclusive	6 09. 6
	$ 197. 50.0

I certify that the above tax for the years 1834. 35 & 36 was paid by S. G. Story - A. Talbot 12

For and in consideration of the sum of one hundred and ninety seven dollars and fifty cents I do hereby assign all my right and title of in and to the mortgage and the land & Interest mentioned upon this sheet to Jesse Bouches as I also have this day assigned the note mentioned to said Bouches Marysville June 29. 1837

Attest Silas G. Strong
A. Hall

Said note reads in the words and figures following to wit

Should be 18 Nov.
$ 164.84/100 Marysville Nov. 1834

On or before the Fifteenth day of August Eighteen hundred and thirty five I promise to pay Silas G. Strong or order for value Received one hundred and sixty three dollars and eighty four cents with interest for value received Baly Hathaway Seal

William B. Irwin. Said assignment reads as follows to wit

For value Recvd I hereby assign the within to Jesse Bouches. as I also assign the mortgage securing the payment thereof June 29th 1837 S. G. Strong

The assignment of the said Jesse Bouches to said complainant reads in the words and figures following to wit. "For and in consideration of the sum of Two hundred and eight dollars thirty two cents and five mills I do hereby assign all my right title of in and to the mortgage and the land and interest which may accrue thereupon to James Cluggage as I have this day assigned the note mentioned therein to the Cluggage March the 31st 1838 Jesse Butcher

Which said apignment of said note reads in the words and figures following to wit For value recvd I assign all the within note to James Cluggage as I have assigned the mortgage to secure the payment thereof March 31. 1838 Jesse Butcher

On the above deed were the following notices of Record by the Recorder to wit Received and Recorded this Mortgage January 12nd 1839 in Vol. 7 page 1845 at 12 o'clock M. P.B Smith Recorder U.C. Filed and recorded the assignment June 29. 1837 in vol. 6 page 61 P.B. Smith Recorder U.C.

And afterwards to wit on the 30th day of May A.D. 1839 the following writ of Subpoena issued to wit The State of Ohio Union County ss To the Sheriff of Cuyahoga County Greeting We command you to summon Ebenezer Abbott Admr. of the Estate of Baly Hathaway decd to appear before our Court of Common Pleas in and for the County of Union aforesaid on the 12th day of July next to answer the matter and charges contained in a Bill in Chancery Exhibited against him in said Court by James Cluggage and this he shall in no wise omit under the penalty of one thousand dollars and have you then there this writ

Seal Witness James H. Gill Clerk of the Court of Common Pleas in and for the County of Union aforesaid at Marysville this 30. day of May A.D. 1839
James H. Gill Clerk

And afterwards to wit on the 18th day of June 1839 Said writ was returned as follows

to wit The State of Ohio Cuyahoga County ss. Mayfield June 12th 1839. I then and there served the writ on the within named Ebenezer Abbott by delivering him a true copy thereof S. S. Handerson Sheriff H Burke Deputy

And afterwards to wit on the 12th day of July A.D. 1839 on motion of the Court by Mr Hall counsel for the plaintiff It is ordered that P. B. Cole be appointed Guardian ad litem to Diantha Hathaway the Infant defendant and thereupon the said P. B. Cole appeared in open Court and accepted said appointment and filed his answer in the words and figures following to wit

James Cluggage
vs
Ebenezer Abbott Admt of the Estate of Baby Hathaway decd and Diantha Hathaway infant Heir of Baby Hathaway

In Lorain Common Pleas In Chancery
P. B. Cole Esqr Guardian ad litem of Diantha Hathaway comes and confesses the matter and things contained in Complainants Bill, that he cannot gainsay the right of complainant to a decree of this Court according to the prayer of said Bill P. B. Cole Guardian ad litem

And afterwards to wit on the 31st day of October A.D. 1839 This cause comes on to be heard upon the Bill exhibits and testimony together with the answer of P. B. Cole Guardian ad litem for Diantha Hathaway the infant defendant to this bill and the defendant Ebenezer Abbott administrator of said Baby Hathaway deceased as aforesaid failing to plead answer or defend It is considered by the Court that the bill of complainant be taken for confessed and the Court upon examination do find that there is due said complainant on said mortgaged premises from defendant the sum of two hundred and twenty seven dollars and 90/100 as his principal and interest upon the same, It is therefore ordered that the defendant pay into the hands of the Clerk of this Court within ten days the said principal and interest and costs of this suit and in default thereof that the defendant be barred and foreclosed of all equity of redemption in said premises and that Ransom Clark Sheriff cause a valuation of said premises to be made subject to the widows dower and that he proceed to sell said lands and tenements in the bill described subject to the widows said right of dower and that said Sheriff in the valuation and sale of said premises be governed by the act regulating Sales of Real Estate on Executions at Law, and that he report his proceedings in the premises to this Court at its next Term and this cause is continued

And afterwards to wit on the 14th day of May the day and year first herein aforesaid came the said Clark Sheriff made return in this case and produced the writing relative to the sale of said premises together with the proof of publication

And afterwards to wit on the 9th day of November A.D. 1839 the following certified copy of the Journal was issued to Ransom Clark master in this case as aforesaid to wit

James Cluggage
vs
Ebenezer Abbott Admt of B. Hathaway decd & P. B. Cole Guardian ad litem for Diantha Hathaway

In Chancery to foreclose Mortgage
This cause comes on to be heard upon the bill Exhibits and testimony together with the answer of P. B. Cole Guardian ad litem for Diantha Hathaway the Infant defendant to this bill, and defendant Ebenezer Abbott Administrator of said Baby Hathaway deceased as aforesaid failing to plead answer or defend

It is considered by the Court that the bill of complainant be taken for confessed and the Court upon examination do find that there is due said complainant on said mortgaged premises from defendant the sum of Two hundred and twenty seven dollars and 90/100 as his principal and interest upon the same It is therefore considered that the defendant pay into the hands of the Clerk of this Court within 10 days the said principal and interest and costs of this suit and in default thereof that the defendant be barred and foreclosed of all equity of Redemption in said premises and that Ransom Clark Sheriff cause a valuation of said premises to be made subject to the widows dower and that he proceed to sell said lands and tenements in the bill discribed subject to the widows said right of dower and that said

Sheriff in the valuation and Sale of said premises be governed by the act regulating the Sales of Real Estate on Executions at law and that he report his proceedings in the premises to this Court at its next Term

State } I James H. Gill Clerk of Union Com Pleas do hereby certify
that the above is taken and correctly copied from the Records of said
of said Court at the Oct Term thereof 1839 Given under my hand and seal
of Office at Marysville this 9th day of Nov. 1839 James H. Gill Clerk
And afterwards to wit on the 4th day of May AD. 1840 Ransom Clark Special
master in this case made report of his proceedings in the premises in
the words and figures following to wit pursuded to by on 105 acres of
land ordered by the within and appraised the same by the oaths of Levi Phelps
James C. Lines and Lisse Butcher for $450 Subject to widows dower and
advertised to sell on the third day of February 1840 offered land agreeable to
advertisement and sold the same to James Cluggage for three hundred dollars
it being two thirds of the appraisment and the highest and best bid
R. Clark Sheriff
And afterwards to wit on the 19th day of May AD. 1840 R. Clark Sheriff
filed the notice and publication of Sale and proof thereof to wit
By virtue of an order to me directed from the Court of Common Pleas of
Union County I will offer at public Sale on the third day of Febmary
next at the door of the Court House in Marysville the following real Estate
to wit one hundred and five acres of land being part of Military Survey No 5506
being the part contained in the following bounds to wit beginning at two beeches
and a Sugartree the northeast corner of lot No 6 as described and numbered
by Alexander Robinson Surveyor thence north 80 degrees east 171 poles and four
links to two beeches and Ironwood and Sugartree thence South 10 degrees east
100 poles to an Ironwood and two beeches thence South eight degrees west 175
poles and two links to three Beeches thence N. 7 degrees 45 minutes W. 100 poles to the
beginning To be sold to satisfy a decree against Baly Hathaway in
favor of James Cluggage
R. Clark Sheriff
State of Ohio Union County ss. Robert McBeatney one of the publishers
of the "Union Star" a paper published in Union County Ohio who being duly
sworn according to law deposeth and sayeth that a copy of the notice hereto
attached was published in said paper regularly for more than ninety days
previous to the third day of February last R. McBeatney Sworn and
Subscribed this 20th day of May 1840 Silas G. Strong a Pse Judge
And afterwards to wit on the Same day and year first herein aforesaid Court
on the 19th day of May AD. 1840 On Motion to the Court by Mr Hall Coun-
sel for the plaintiff and upon producing a Report made in this cause by Ran-
som Clark Master Commissioner of this Court bearing date Feb. 3d 1840
it is ordered that said Report and all the matters and things therein contained
do stand ratified and confirmed, the said Sale being in all respects fairly
and legally made and it is further ordered that said master Com-
missioner convey the said lands and tenements so sold as aforesaid
to the said James Cluggage in fee Simple
Attest James H. Gill Clerk

J R Swan

Richard F. Ledwith
vs
Stephen McLain

Pleas before his Honor Joseph R Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the same day and year last aforesaid the Plaintiff by A. Hall his attorney filed his declaration against the said defendant in the words and figures following to wit Richard F Ledwith vs Stephen McLain In Union Common Pleas 2d May Term A.D. 1840. Richard F. Ledwith complains of Stephen McLain in a plea of assumpsit. For that whereas the said Stephen McLain on the 2nd day of November 1839 at Marysville made his certain writing obligatory commonly called a due bill and delivered the same to the said Richard by which he acknowledged to be due the said Richard the sum of one hundred and fifty nine dollars and 39/100 and the said Stephen then and there in consideration of the premises promised to pay the amount of said due bill to the said Richard according to the effect and tenor thereof, yet the said Stephen hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Richard Two hundred dollars therefore he sues &c A Hall atty for Plff

Nar.

And afterwards to wit on the same day and year last aforesaid the said defendant by P.B Cole his attorney filed the following plea to said declaration to wit Stephen McLain ads Richard F. Ledwith In Union Common Pleas May Term A.D. 1840. And the said defendant by P.B. Cole his attorney now comes and says that cannot deny but that they did assume and promise in manner and form as the plaintiff hath above thereof complained against him and by virtue of a warrant of attorney here to the Court shown confesses a Judgment and acknowledges that the plaintiff hath sustained damages by reason of the premises in one hundred and sixty four dollars and fifty seven cents and costs in this behalf expended and hereby waives all error by reason of the want of issue of service of process and waives all right and benefit of appeal P.B Cole atty for deft

Plea

Said Warrant of attorney reads in the words and figures following to wit I do hereby authorize and empower P.B. Cole Esqr. or any other attorney Attorney at Law in the State of Ohio to appear in any Court of Record in said State and waive the issue and service of process and confess a Judgment against me and favor of Richard F. Ledwith for the sum of one hundred and fifty nine dollars and thirty nine cents with interest from the date hereof and costs of suit and thereupon to Release all error and waive all benefit & right of appeal in my behalf Given under my hand and seal this 2nd day of Nov. A.D. 1839

Stephen McLain Seal

And afterwards to wit on the same day and year first herein aforesaid Court on the 19th day of May A.D. 1840 Come the parties by their attorneys and thereupon the said Stephen McLain relinquishing his plea that he cannot deny the action of the said Richard F. Ledwith nor but that he did assume and promise in manner and form as the said Richard F. Ledwith hath complained against him and confesses that the said Richard F Ledwith hath sustained damages by reason of the premises to one hundred and sixty four dollars and fifty seven cents. Therefore by consent of parties it is considered that the said Richard F Ledwith recover of the said Stephen McLain the said sum of one hundred sixty four dollars and fifty seven cents his damages as aforesaid confessed & also his costs in this behalf expended taxed to dollars

and cents and the said Stephen McClain releases all error and waives all right and benefit of appeal
Attest Sam. H. Gill Clerk

Henry Starr
vs
John S. Fulton & Silas G. Strong

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on ninteenth day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiff by A Hall his attorney and filed this declaration against the said defendants in the words and figures following to wit Henry Starr vs John S. Fulton & Silas G. Strong In Union Common Pleas To may Term 1840 Henry Starr complains of John S. Fulton and Silas G. Strong in a plea of assumpsit for that whereas the said defendants on the first day of November 1838 at Marysville executed their promissory note in writing and delivered the same to plaintiff by which they promised to pay to plaintiff or order the sum of one hundred and seventy one dollars ten days after the date thereof which period has now elapsed and the said defendant in consideration of the premises then and there promised to pay the amount of the said note to the plaintiff according to the effect and tenor thereof, yet the said defendants have disregarded their promise and have not paid the said sum of money or any part thereof to the damage of the said Henry Two hundred dollars Therefore he sues &c
A Hall atty for Plaintiff

And afterwards to wit on the same day and year last aforesaid came the defts by P. B. Cole their atty and filed their plea in the words and figures following to wit Henry Starr vs John S. Fulton and Silas G. Strong In Union Court of Common Pleas To may Term. And the said defendants by P. B Cole their Attorney now come and say that they did assume and promise in manner and form as plaintiff hath above thereof complained against them and by virtue of a warrant of attorney here to the Court shown confess Judgment and acknowledges that the plaintiff hath sustained the hundred & eighty six dollars ~~fifty three~~ 53/100 damages and they hereby release all error and waive all right and benefit of appeal in their behalf P B Cole atty for defendants, said warrant of attorney reads in the words and figures following to wit We do hereby authorize and empower P. B Cole or any Attorney at Law in the State of Ohio to appear in any Court of Record in said State at any regular term thereof and waive the issuing and service of process and confess a Judgment against us and in favor of Henry Starr for the sum of One hundred and seventy one dollars with interest from the 10th day of Nov. A.D. 1838 and costs and thereupon release all error and right and benefit of appeal in our behalf provided that said sum is not paid within ninety days from this date Given under our hands and seals this this 31st of October A.D. 1839 John S. Fulton (Seal)
Silas G. Strong (Seal)

And afterwards to wit on the same day and year first herein aforesaid to wit on the 19th day of May A.D. 1840 came the parties by their attorneys and thereupon the said Silas G. Strong and John S. Fulton relinquishing their plea says they cannot deny the action of the said Henry Starr nor but that he did assume and promise in manner and form as the said Henry Starr hath complained against him and confess that the said Henry Starr hath sustained damages by reason of the premises to $186.50 Therefore by consent of parties

it is considered that the said Henry Starr recover of the said Silas G Strong and John S. Fulton the said sum of one hundred eighty six dollars and fifty cents his damages aforesaid confessed and also his costs in this behalf expended taxed to dollars cents and the said Silas G Strong and John S. Fulton releases all error and waives all right and benefit of appeal

Attest Jas. H. Gill Clerk

J R Swan

James Smith vs Levi Churchill Jr & Levi Churchill

Pleas before his honor Joseph R. Swan Esqr President and John Cassil Nicholas Haltaway and Silas G. Strong his associates Judges at a Court of Common Pleas in and for the County of Union and State of Ohio began and held at the Court House in the Town of Marysville on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiff by Edward H Cumming his attorney and filed his declaration which reads in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas Oct Term 1839

James Smith vs Levi Churchill Jr & Levi Churchill

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Haltaway and Silas G. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May A.D. 1840 Be it remembered that heretofore to wit on the 31st day of October 1839 the Plaintiff by Edward H. Cumming his attorney came out of the Clerks office of this Court the following writ of summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting. We command you to summon Levi Churchill Jr and Levi Churchill to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto James Smith in a plea of assumpsit damages three hundred dollars and have you then there this writ Seal Witness James H. Gill Clerk of said Court at the Court House aforesaid this 31st day of Oct A.D. 1839 Jas H. Gill Clerk on which said writ was the following endorsement to wit "Suit Brot on a promissory note made by defendants to plaintiff and payable one day after date for one hundred and twelve dollars and Eighty two cents and dated Sept first 1838 Edward H Cumming Attys for Pltff" And afterwards to wit on the 1st day of Nov. 1839 the Sheriff made return of said writ in the words and figures following to wit Served by delivering a certified copy to each defendant R. Clark Sheff And afterwards to wit on the 1st day of Nov. 1839 the Plaintiff by his said attorney filed the following declaration to wit State of Ohio Union County ss. Court of Common Pleas October Term 1839. James Smith complains of Levi Churchill Jr and Levi Churchill in a plea of assumpsit that whereas on the first day of September in the year 1838 at the County aforesaid the said defendants made their certain promissory note in writing and delivered the same to the said Plaintiff and thereby then and there promised to pay one day after date to said plaintiff or order one hundred and twelve dollars and Eighty two cents, which period has now elapsed and the said defendants then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof

yet the said defendants have disregaided their promises and have not paid the said sum of money or any part thereof to the damage of said plaintiff Three hundred dollars and thereupon he brings suit by Edward H. Cummins his attz And afterwards to wit on the same day and year first herein aforesaid to wit on the 19th day of May A.D. 1840 came the said James Smith by his attorney and the said defts though solemnly called came not but made default Whereupon it is considered that the said James Smith ought to recover his damages by reason of the premises and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said James Smith to $117.70 Therefore it is considered that the said James Smith recover of the said Levi Churchill Jr and Levi Churchill the said sum of one hundred and seventeen dollars and seventy cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf Expended Taxed to dollars and cents

Attest James H. Gillelan

The President Directors & Co of the Franklin Bank of Columbus

vs

Reuben P. Mann David Burnham & Norman Chipman

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand Eight hundred and forty—

Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiffs by G. Swan Esqr their attorney and filed their declaration which reads in these words and figures following to wit The State of Ohio Franklin County ss Common Pleas of the Term of May 1840. The President Directors & Co of the Franklin Bank of Columbus Plaintiffs in this suit complain of Reuben P. Mann David Burnham & Norman Chipman Defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 1st day of May A.D. 1840 at the County aforesaid were indebted unto the plaintiffs in the sum of one thousand dollars for so much money before that time by the plaintiffs lent and advanced to, and paid laid out and Expended for the defendants at their request and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay them said sum of money when thereunto afterwards requested. Yet the said defendants have never paid said sum of money or any part thereof to the plaintiffs but have wholly refused so to do and still do refuse. To the damage of the plaintiffs one thousand dollars & therefore they bring suit By G. Swan their Atty And afterwards to wit on the same day and year last aforesaid the said defts by Moses B. Corwin Esqr their attorney filed their plea in these words and figures following to wit The State of Ohio Union County ss May Term 1840 And now comes into Court Moses B. Corwin one of the attorneys of this Court and on behalf of Reuben P. Mann David Burnham & Norman Chipman the above defendants, appears here to the declaration and waives all process and confesses that the defendants did assume & promise as declared against by the said the President Directors & Co of the Franklin Bank of Columbus and that the plaintiffs have sustained damages to five hundred and forty three dollars and seventy five cents. For which said sum of Five hundred and forty three dollars 75 cents & for costs of this suit Judgment is here by confessed to the plaintiffs and all error releases and right and benefit of appeal waived all done by virtue of a warrant of attorney in writing by said defendants Moses B. Corwin Atty for Defts

and afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their attorney and filed their declaration against the defendants Reuben B. Mann David Burnham and Norman Chapman and thereupon came into open Court on behalf of said defendants Moses B. Corwin Esqr one of the attorneys of this Court and on behalf of said defendants by virtue of a warrant of attorney waives the issuing and return of process and enters the appearance of said defendants and confesses that they did assume and promise in manner and form as the plaintiffs have declared and that the plaintiffs have sustained damages by reason thereof to five hundred and forty three dollars and seventy five cents for which said sum and costs of this suit Judgment is hereby confessed. It is therefore considered by the Court that the plaintiffs recover of the defendants the sum of five hundred and forty three dollars and seventy cents & the costs herein expended, and by virtue of the same warrant all errors releases and right and benefit of appeal on behalf of said defendants &c

Attest James H. Gill Clerk

J. R. Swan

The President Directors &co of the Franklin Bank of Columbus

vs

Abner Chapman and Elazar C. Smith and Samuel Robinson

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges of a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty three. Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiffs by J. Swan Esqr their attorney and filed their declaration in the words and figures following to wit. The State of Ohio Union County ss In the Common Pleas of the Term of May 1840 The President Directors and Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Abner Chapman Elazar C. Smith & Samuel Robinson defendants in this suit of a plea of assumpsit &c. For that whereas the defendants on the 1st day of May A.D. 1840 were indebted to the plaintiffs in the sum of two hundred dollars for money lent by the plaintiffs to the defendants at their request, and the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof to the damage of the plaintiffs two hundred dollars and therefore they bring suit By J. Swan their attorney. And afterwards to wit on the same day and year last aforesaid came the defendants by Moses B. Corwin Esqr their attorney and filed their plea in the words and figures following to wit The State of Ohio Union County ss. May Term 1840 And now comes M.B. Corwin one of the attorneys of this Court on behalf of the defendants Abner Chapman Elazar C. Smith & Samuel Robinson and says he cannot gainsay the plaintiffs action and confesses the defendants did assume and promise in manner and form as the plaintiffs have above thereof declared against them and confesses that the plaintiffs have sustained damages to the amount of Sixty dollars seventy three cents and for that amount and for costs of this suit said attorney confesses Judgment to the said The President Directors &co of the Franklin Bank of Columbus and hereby releases all error and right and benefit of appeal Moses B. Corwin their atty And afterwards to wit on the same day and year first herein aforesaid to wit on the nineteenth day of May A.D. 1840 came the plaintiffs by their attorney and filed their declaration against said defendants Abner Chapman Ebenezer C. Smith and Samuel Robinson and thereupon came into Court Moses B. Corwin one of the attorneys of this Court and on behalf of said defendants enters their appearance by virtue of a power of attorney & waives the service and return of process and on behalf of said defendants

confesses that they did assume and promise as the plaintiffs have declared against them and that the plaintiffs have sustained damages by reason of the non performance of the promises and undertakings of the defendants to Sixty dollars and Seventy three cents for which said sum Judgment is hereby ~~rendered~~ confessed and for Costs It is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of Sixty dollars and seventy three cents the damages aforesaid so as aforesaid confessed together with their costs in this behalf expended &c and by virtue of the same warrant of Attorney all errors releases and right and benefit of appeal on behalf of said defendants &c

Attest James H. Gill Clerk

J. R. Swan

The President Directors & Co of the Franklin Bank of Columbus
vs
Silas D. Strong & Stephen M'Cain

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Matthews and Silas D. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the day and year last aforesaid came the plaintiffs by J. Swan Esqr their attorney and filed their declaration in the words and figures following to wit

The State of Ohio Union County ss.

In common Pleas of the Term of May 1840. The President Directors &c of the Franklin Bank of Columbus Plaintiffs in this suit complain of Silas D. Strong and Stephen M'Cain Defendants in this suit of a plea of assumpsit For that whereas the defendants on the 1st day of May A.D. 1840 were indebted to the Plaintiffs in the sum of Two thousand dollars for money lent by the plaintiffs to the defendants at their request. and the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said sum of money to plaintiffs on request yet the defendants have not paid said sum of money to the plaintiffs or any part thereof to the damage of the plaintiffs (Two thousand) dollars and therefore they bring suit By

J. Swan their attorney

And afterwards to wit on the same day and year last aforesaid came the defendants by Moses B. Corwin Esq. their attorney and filed their plea in the words and figures following to wit The State of Ohio Union County ss. May Term 1840. and now Moses B. Corwin one of the attorneys of this Court appears in open Court in behalf of the said Silas D. Strong and Stephen M'Cain defendants and by virtue of a warrant of attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors &Co of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Eight hundred and fifty Eight dollars and Eighty six cents and he has by releases all errors and right and benefit of appeal on behalf of said defendants

Moses B Corwin Attorney for Defts

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs and filed their declaration against Silas D. Strong and Stephen M'Cain defendants and thereupon came into open Court on behalf of said defendants Moses B Corwin Esqr one of the attorneys of this Court and by virtue of a warrant of attorney for that purpose waives the issuing and return of process and entered the appearance of said defendants and on their behalf confesses that the said defendants did assume and promise as the plaintiffs have above thereof declared against them, and that the plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Eight hundred and fifty Eight dollars and Eighty six cents for which said last

mentioned sum and costs Judgment is therein confessed It is therefore considered by the Court that the Plaintiffs recover of the defendants the said sum of Eight hundred and fifty Eight Dollars and Eighty Six cent the damages aforesaid so as aforesaid confessed and also the costs in this behalf expended and by reason of the same warrant aforesaid hereby release and right and benefit of appeal waived on the part of said defendants &c

Attest James H Geechuh

J R Swan

The Pres Dirs & Co of the Franklin Bank of Columbus

vs

John S Irwin & William Irwin Survivors of Calvin Wright dec'd

Pleas before his Honor Joseph R Swan Esqr President and John Castle Nicholas Matthews and Silas G Young his associates Judges &c 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 nineteenth day of May in the year of our Lord one thousand Eight hundred and forty

Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiff by G Swan Esqr their attorney and filed their declaration in the words and figures following to wit The State of Ohio Union County ss Court of Common Pleas May Term 1840 The President Directors & Company of the Franklin Bank of Columbus Plaintiff in this Suit complain of John S Irwin and William Irwin surviving promisors of Calvin Wright deced Defendants in this suit of a plea of assumpsit &c. For that whereas the said John S Irwin & Wm Irwin defendants together with said Calvin deced on the 20th day of September in the year of our Lord one thousand Eight hundred and thirty nine at Columbus to wit at Union County aforesaid made their promissory note in writing and then and there delivered the same to the said plaintiffs and thereby then and there promised to pay to the said plaintiffs the sum of Three hundred and Seventy dollars in four months 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 with said Calvin deced. afterwards to wit on the 1st day of May in the year of our Lord one thousand Eight hundred and forty in the County aforesaid were indebted unto the plaintiffs in the further sum of one thousand dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request: Also in the further sum of 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 in the further sum of one thousand dollars for so much money then and there by the plaintiffs lent and advanced to and paid laid out and expended for the defendants at their request: Also in the further sum of one thousand dollars for so much money then and there had and received by the defendants for the use of the plaintiffs: And also in the further sum of one thousand dollars found to be due from the defendants to the plaintiffs on an account then and there stated between them. and so being indebted the said defendants in consideration thereof afterwards to wit. on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiffs to pay the aforesaid sums of money when thereunto afterwards requested so to do: Yet the said defendants although after afterwards requested have not paid the said several sums of money or any part thereof to the plaintiffs but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the plaintiffs one thousand dollars and therefore they bring suit &c By G. Swan their Attorney

And afterwards to wit on the same day and year last aforesaid came the defts by Moses B. Comin Esqr their attorney and filed their plea in the words and figures following to wit The State of Ohio Union County ss.

May Term 1840 And now M. B. Corwin one of the attorneys of this Court appears in open Court in behalf of the said John S. Irwin & Wm Irwin defendants and by virtue of a warrant of attorny for that purpose waives the issuing and service of Proces and acknowledges that the said defendants did assume and promise in manner and form as the said the President Directors &c of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non performance of the promise and assumption aforesaid to Three hundred [illegible] and ninety three dollars and fifty two cents and he hereby releases all errors and right and benefit of appeal on behalf of said defendants Moses B. Corwin Attorny for defendants And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their attorney and filed their declaration And thereupon came the said John S. Irwin and William Irwin the defendants by Moses B. Corwin Esqr one of the attorneys of this Court and by a warrant of attorny waives the issuing & return of proces and entering appearance of said defendants to said declaration confesses that the defendants did assume and promise as declared against them the plaintiffs by reason that the defendants have not complied with their promises and undertaking in said declaration set forth have sustained damages to the Amount of Three hundred and ninety nine dollars and fifty two cents for which said sum and costs Judgment is duely confessed It is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of Three hundred and ninety nine dollars and fifty two cents the damages aforesaid so as aforesaid confessed together with their costs in this behalf Expended And by the Warrant aforesaid said attorny of the defendants waives all right and benefit of appeal and releases all errors &c

Attest Samuel H. Gill Clerk

JR Newman

Domas Adams
vs
Silas G. Strong

Pleas before his Honor Joseph R. Swan Esqr President & John Caple Nicholas Hathaway and Silas G. Strong his Associates Judges at a Court of Common Pleas begun and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty- Be it remembered that heretofore to wit on the same day and year last aforesaid came the plaintiff by John W. Andrews Esqr his attorny and filed his declaration in the words and figures following to wit State of Ohio Union County Court of Common Pleas of the Term of May one thousand eight hundred and forty Union County ss. Domas Adams Plaintiff in this suit complains of Silas G. Strong defendant in this suit of a plea of assumpsit. For that whereas the said defendant heretofore to wit on the 1st day of May one thousand eight hundred and forty at the County of Union and State of Ohio was indebted unto the plaintiff in the sum of three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request Also in the further sum of three hundred dollars for work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request. Also in the further sum of three hundred dollars for so much money then and there by the Plaintiff lent and advanced to and paid said defendant for the defendant at his request: Also in the further sum of three hundred Dollars for so much money then and there had and received by the defendant for the use of the plaintiff and also in the further sum of three hundred dollars found to be due from the defendant to the plaintiff on an account then and there and then stated between them And so being indebted the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the

said defendant although often afterwards requested hath not paid the said several sums of money or any part thereof to the plaintiff but hath hitherto wholly neglected and refused so to do and still doth neglect and refuse to the damage of the plaintiff three hundred dollars & therefore he brings Suit &c By John W Andrews his atty And afterwards to wit on the same day and year last aforesaid came into Court Demas Adams by John W. Andrews his attorney and filed his declaration against the said Silas G. Strong and thereupon S. Brush one of the attorneys of this Court appears in open Court on behalf of the said Silas G. Strong and by virtue of a power of attorney for that purpose executed by the said Silas G. Strong and now produced in open Court and duly proved doth waive the issue and Service of process and acknowledges that the said Silas G. Strong did assume and promise in manner and form as the said Demas Adams hath in his said declaration alledged against and confesses that the said Demas Adams hath sustained damages by reason thereof to one hundred and Eighty two dollars and Seventeen cents. Therefore it is considered that the said Demas Adams recover of the said Silas G. Strong the sum of one hundred and Eighty two Dollars and Seventeen cents his damages so confessed as aforesaid and also his costs in this behalf Expended taxed to dollars and by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived by the said Silas G. Strong

Attest James H. Gill Clerk

J R Swan

N. Ridgeway & Co. vs. Silas G. Strong } Pleas before his Honor Joseph R. Swan Esq President & John Castle Nicholas Hathaway and Silas G. Strong Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the ninteenth day of May in the year of our Lord one thousand Eight hundred and forty Be it remembered that on ten to wit on the same day and year last aforesaid came the plaintiffs by G. Swan Esq their attorney and filed their declaration in the words and figures following to wit The State of Ohio Union County ss. In the Common Pleas of the Term of May 1840 Joseph Ridgway and Joseph Ridgway Jun. late partners under the name of N. Ridgway & Co plaintiffs in this suit complain of Silas G. Strong defendant in this suit of a plea of agreement &c. For that whereas the defendant on the 1st day of May A.D. 1840 was indebted to the plaintiffs in the Sum of Four hundred Dollars for money lent by the plaintiffs to the defendant at his request. and the defendant afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said Sum of money to plaintiff on request. Yet the defendant has not paid said Sum of money to the plaintiffs or any part thereof. to the damage of the plaintiffs Four hundred dollars and therefore they bring suit By G. Swan their Attorney

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and thereupon the said Silas G. Strong relinquishing his plea says he cannot deny the action of the said plaintiffs. nor but that he did assume and promise in manner and form as the said plaintiffs have complained against him and confesses that the plaintiffs have sustained damages by reason of the premises to $222.32. Therefore by consent of parties it is considered that the said Joseph Ridgway and Joseph Ridgway Jun recover of the said Silas G. Strong the said Sum of two hundred and twenty two dollars & thirty two cents his damages as aforesaid confessed and also his costs in this behalf expended taxed to dollars & the said Silas G. Strong releases all error and waives all right & benefit of appeal

Attest James H. Gill Clerk

J R Swan

Clark Runyon
vs
John Gabriel &
William Gabriel Jr.

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand Eight hundred forty

Be it remembered that heretofore to wit on the day and Year last aforesaid came the Plaintiff by J. D. Mann Esqr his attorney and filed his declaration in the words and figures following to wit The State of Ohio Union County ss. In Common Pleas of the Term of May 1840 Clark Runyon Plaintiff in this suit complaining of John Gabriel and William Gabriel defendants in this suit of a plea of assumpsit &c. For that Whereas the defendants on the 1st day of May A.D. 1840 at Union County were indebted to the plaintiff in the sum of Four hundred dollars for money lent by the plaintiff to the defendants at their request And the defendants afterwards on the day and year aforesaid in consideration of the premises then and there promised to pay the said sum of money to plaintiff on request. Yet the defendants have not paid said sum of money to the plaintiff or any part thereof to the damage of the plaintiff Five hundred dollars & therefore they bring suit by J. D. Mann his atty And afterwards to wit on the same day and year last aforesaid came the defendants by Moses B. Corwin Esqr Attorney and filed their plea in the words and figures following to wit The State of Ohio Union County ss May Term 1840

And now comes into Court Moses B. Corwin one of the attorneys of this Court And on behalf of the defendants John Gabriel and William Gabriel Jr and appears to said declaration of Clark Runyon the plaintiff and waives the issuing and service of process and on behalf of the defendants confesses that the defendants did assume and promise as the plaintiff hath complained against them and that the plaintiff has sustained damages by reason of the non performance of the promise as aforesaid to Five hundred and seventy Eight dollars and Eighty seven cents for which said sum and for costs of this suit judgment is hereby confessed in favor of said Clark Runyon and against said defendants And by virtue of the same warrant all errors are hereby released & right and benefit of appeal on behalf of said defendants Moses B. Corwin Atty for Defts

And afterwards to wit on the same day and year first herein aforesaid to wit on the 19th day of May A.D. 1840 came the plaintiff by his Attorney and filed his declaration against said John Gabriel and William Gabriel Jr and thereupon came into Open Court on behalf of said defendants Moses B. Corwin Esqr one of the attorneys of this Court and by virtue of a warrant of attorney waives the issuing and return of process and enters their appearance to said declaration and confesses that said defendants did assume and promise as the plaintiff hath above thereof declared against them said defendants and that plaintiff has sustained damages by reason that the defendants have failed to comply with their promise and undertaking aforesaid to Five hundred and seventy Eight dollars and Eighty seven cents for which said sum and for costs Judgment is hereby confessed It is therefore considered by the Court that the plaintiff recover of the defendants the said sum of Five hundred and seventy Eight dollars and Eighty seven cents the damages aforesaid so as aforesaid confessed together with his costs in the behalf by him about his suit in this behalf expended &c And by virtue of the same warrant all errors are hereby released and right and benefit of appeal on behalf of said defendants

Attest James H. Gill Clk

J. R. Swan

Silas G. Strong
vs
Saml. P. G. Swan

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth

day of May in the year of our Lord one thousand Eight hundred and forty
Be it remembered that heretofore to wit on the first day of Nov. A.D. 1839 the plaintiff
by Bushr Gilbert his attorney sued out of the Clerk Office of said Court the following
writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting
We command you to summon Samuel P. G. Brown to appear forthwith before the
Judges of our Court of Common Pleas in and for the County aforesaid at the
Court House in said County to answer unto Silas G. Strong in a plea of assumpsit
damages Two hundred dollars and have you then there this writ
Seal Witness James H. Gill Clerk of said Court at the Court House aforesaid
this 1st day of Nov. A.D. 1839 James H Gill Clk
on which said writ was the following endorsement to wit Suit Brought upon two
promissory notes Executed by Defendant to plaintiff for $67.50 each dated
31st of Oct 1835 one payable on the 31st Oct 1838 the other the 31st Oct 1839
Also for goods sold and delivered work and labor done money lent and advanced
paid laid out and expended & upon account Bushr Gilbert attyfor Plff
And afterwards to wit on the same day and year last aforesaid said writ was
returned as follows to wit. Served by delivering a certified copy to defdt
Oct 31. 1839 R. Clark Shff
And afterwards to wit on the 2nd day of Nov. 1839 the plaintiff by his said attorney
filed his declaration in the words and following to wit
The State of Ohio Franklin County ss Court of Common Pleas Oct Term A.D. 1839
Silas G. Strong plaintiff in this suit complains of Samuel P. G. Brown defend
ant in this suit of a plea of assumpsit &c For that whereas the said defendant on
the 31st day of October one thousand Eight hundred and thirty six at Marysville
Union County Ohio made his promissory note in writing and then and there delivered
the same to the plaintiff and thereby then and there for and in part consideration
of 107 acres of land in Survey No 5506 promised to pay the said plaintiff Sixty
Seven dollars and fifty cents with interest from date on or before the 31st day
of October 1838 which period has now elapsed and the said defendant in
consideration of the premises promised to pay the amount of the said note to the
said plaintiff according to the tenor and effect thereof. And whereas also the said
defendant on the 31st day of October one thousand Eight hundred and
thirty six at Marysville Union County Ohio made his certain other writing
promissory in writing and then and there delivered the same to the said
plaintiff and thereby then and there for and in part consideration of 107 acres of
land in Survey No 5506 promised to pay the said plaintiff Sixty Seven dollars and fifty
cents with interest from date on or before the 31st day of October 1839 Which period has
now elapsed. And the said defendant in consideration of the premises promised
to pay the amount of the said note to the said plaintiff according to the tenor
and effect thereof. And whereas also the said defendant afterwards to wit on the 21st
day of October in the year of our Lord one thousand Eight hundred and thirty nine
in the County aforesaid was indebted unto the plaintiff in the further sum of Two
hundred dollars for the price and value of goods then and there sold and delivered
by the plaintiff to the defendant at his request. Also in the further sum of Two hundred
dollars for work and labor then and there done and materials for the same provided
by the plaintiff for the defendant at his request. And also in the further sum of Two
hundred dollars for so much money then and there by the plaintiff lent and
advanced to, and paid laid out and expended for the defendant at his request.
Also in the further sum of Two hundred dollars for so much money then and there had
and received by the defendant for the use of the Plaintiff. And also in the further sum
of Two hundred dollars for an account then and there stated between them; And so being indebted the said defendant
in consideration thereof afterwards to wit on the day and year last aforesaid at the
County aforesaid undertook and then and there promised the plaintiff to pay the
aforesaid sums of money when thereunto afterwards requested so to do. Yet the said

defendant although often afterwards requested has not paid the said several sums of
money or any part thereof to the plaintiff, but has hitherto wholly neglected and re-
fused so to do and still does neglect and refuse to the damage of the plaintiff
Two hundred dollars and therefore he brings suit &c Bush & Gilbert attys &c.
And afterwards to wit on the same day and year first herein aforesaid to wit on the 19th
day of May A.D. 1840 came the said Silas G. Strong by his attorney and the said Samuel
P.G. Strong Brown though solemnly called came not but made default Whereupon
it is considered that the said Silas G. Strong ought to recover his damages by reason
of the premises and neither of the parties asking requiring a jury and the Court being
fully advised in the premises do assess the damages of the said Silas G. Strong to one
hundred and thirteen dollars and thirty four cents. Therefore it is considered that the
said Silas G. Strong Strong recover of the said Samuel P.G. Brown the said
sum of one hundred and thirteen dollars and thirty four cents his damages aforesaid
so as aforesaid assessed and also his costs in this behalf Expended taxed to
Attst James H. Gill Clerk

Silas G. Strong } Pleas before his Honor Joseph R. Swan Esqr President and John Cassil
vs Nicholas Hathaway and Silas G. Strong his associates Judges of a Court
Adam Shirk } of Common Pleas began and holden at the Court House in the Town of
Marysville within and for the County of Union and State of Ohio
on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty
Be it remembered that heretofore to wit on the first day of Nov. A.D. 1839 the plaintiff
by Bush & Gilbert his Attorney sued out of the Clerks office of said Court the follow-
ing writ of Summons to wit State of Ohio Union County ss To the Sheriff of said
County Greeting We command you to summon Adam Shirk to appear forthwith
before the Judges of our Court of Common Pleas in and for the County aforesaid at
the Court House in said County to answer unto Silas G. Strong in a plea of assault
&c Damages Three hundred dollars and have you then there this writ
Seal Witness James H Gill Clerk of said Court at the Court House
aforesaid this 1st day of Nov. A.D. 1839 Jas H. Gill Clk
On which said writ is the following endorsement to wit Suit Brot upon a promissory
note Executed by defendant to plaintiff for $162.50 dated August 6. 1836 and
payable in three years with interest also for goods sold and delivered work and labor
done money lent and advanced paid laid out and expended upon an account
Stated
Bush & Gilbert attys for Plff
which said writ was afterwards to wit on the same day and year last aforesaid
returned as follows to wit Served by delivering a certified copy to deft R Clark Sheff
And afterwards to wit on the 2nd day of Nov. 1839 the plaintiff by his said attorney
filed his declaration in the words and figures following to wit. The State of Ohio
Union County ss. Court of Common Pleas Oct Term 1839
Silas G. Strong plaintiff in this suit complains of Adam Shirk defendant
in this suit in a plea of Assumpsit &c For that whereas the said defendant
on the sixth day of August in the year of our Lord one thousand eight hundred &
thirty six at Marysville Union County Ohio made his promissory note in
writing and that and there delivered the same to the said Plaintiff and thereby then
and there promised to pay to the said plaintiff or order the sum
of one hundred and sixty two dollars and fifty cents which period has now elapsed and
the said defendant in consideration of the premises promised to pay the amount of the
said note to the said plaintiff according to the tenor and effect thereof
And whereas also the said defendant afterwards to wit on the first day of September in
the year of our Lord one thousand eight hundred and thirty nine in the County afore
said was indebted unto the plaintiff in the further sum of three hundred dollars
for the price and value of goods then and there sold and delivered by the
plaintiff to the defendant at his request. Also in the further sum of three
hundred dollars for work and labor then and there done and materials

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for the same provided by the plaintiff for the defendant at his request. Also in the further sum of three hundred dollars for so much money then and there by the plaintiff lent and advanced to paid laid out and expended for the defendant at his request. Also in the further sum of three hundred dollars for so much money then and there had and received by the defendant for the use of the plaintiff And also in the further sum of three hundred dollars found to be due from the defendant to the plaintiff on an account then & there stated between them And being in debted the said defendant in consideration of the premises afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do; Yet the said defendant although often afterwards requested, has not paid the said several sums of money or any part thereof to the plaintiff, but has hitherto wholly neglected and refused so to do and still does neglect and refuse. To the damage of the plaintiff three hundred dollars and therefore he brings suit &c Bush & Gilbert his attys And afterwards to wit on the same day and year first herein aforesaid to wit on the 19th day of May in the year 1840 came the said Silas G. Strong by his attorney and the said Adam Shirk though solemnly called came not but made default Whereupon it is considered that the said Silas G. Strong ought to recover damages by reason of the premises and neither party requiring a jury and the Court being fully advised in the premises do assess the damages of the said Silas G. Strong to $199.33 Whereupon it is considered that the said Silas G. Strong recover of the said Adam Shirk the said sum of one hundred and ninety nine dollars and thirty three cents his damages aforesaid in form aforesaid assessed And also his costs in this behalf Expended taxed to dollars and cents

Attest James H. Gill Clerk

J R Lyman

John Britton } Pleas before his Honor Joseph R Swan Esqr president and John Cassie
vs } Nicholas Matthaway and Silas G. Strong his associate Judges
Joshua Judy } 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 nineteenth day of May in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the 31st day of October A.D. 1839 came the plaintiff by Hamilton & Young his attorneys and filed his declaration in the words and figures following to wit Union Com Pleas Oct T. 1839 John Britton complains of Joshua Judy in a plea of the case &c For that whereas the said Joshua Judy heretofore to wit on the 23d day of August in the year 1838 at the County of Union aforesaid by his promissory note of that date duly executed and delivered promised the said John Britton plaintiff to pay him the sum of One hundred and fifty six dollars for value Received on the 23d day of August A.D. 1839 which period is now Elapsed Yet the defendant though often requested has not paid said sum or any part thereof to plaintiffs damage two hundred dollars therefore plaintiff sues &c Hamilton & Young Attys
And the following Entry was made upon the back of said declaration on the same day and year last aforesaid to wit I waive process & enter my appearance to this suit & accept this declaration & the cause is continued
Oct 31. 1839 (signed) Joshua Judy
And afterwards to wit on the same day and year last the following Entry was made upon the Court Journal to wit In this cause the Defendant waives process and enters his appearance to plaintiffs declaration and this cause is continued. And afterwards to wit on the same day and year first herein aforesaid to wit on the 19th day of May A.D. 1840 came the said John Britton by his attorney and the said Joshua Judy though solemnly called came not but made

defendant thereupon it is considered that the said Elkanah Button ought to recover his damages by reason of the premises and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said Elkanah Button to $163.02 Therefore it is considered that the said Elkanah Button recover of the said Amaniah S. Sharp & Peyton B. Smith & William Sharp & John Sharp the said sum of one hundred and sixty three dollars and two cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to dollars and cents

Attest James H Gill Clerk

J R Lyman

Matthew J. Gilbert &c vs Amaniah S. Sharp and Peyton B. Smith impleaded with William Sharp & John Sharp

Pleas before his Honor Joseph R. Swan Esqr and President and Johnston Nicholas Heatherly and Silas G. Strong his Associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand Eight hundred and forty. But remembered that heretofore Court on the 31st day of October in the year of our Lord A.D. 1839 the plaintiff by himself filed and issued out of the Clerk's office of this Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting. We command you to summon William Sharp Amaniah S. Sharp John Sharp and Peyton B. Smith to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Matthew J. Gilbert for the use of Elkanah Dunn & Co. in a plea of assumpsit & Damages five hundred Dollars and have you then there this writ

Seal Witness James H Gill Clerk of said Court at the Court House aforesaid this 31st day of Oct A.D. 1839 James H Gill Clerk

An endorsement on said writ as follows to wit Debt Bill on a note of hand dated Oct 25. 1837 payable in two years with interest also for goods sold and delivered work and labor money paid lent and advanced and on a account stated

M. J. Gilbert Att'y for Plaintiff

Which said writ was afterwards to wit on the 1st day of Nov. A.D. 1839 returned by said sheriff as follows to wit Served by delivering a certified copy to B.B. Smith & A.S. Sharp Wm Sharp and John Sharp not found R. Clark Sh'ff And afterwards to wit on the 2nd day of Nov. A.D. 1839 the plaintiff by Brush & Gilbert his Attorneys filed his declaration in the words and figures following to wit The State of Ohio Union County ss. Court of Common Pleas Oct. Term 1839. Matthew J. Gilbert who sues for the use of Elkanah Dunn & Co plaintiff in this suit complains of Amaniah S. Sharp & Peyton B. Smith late of said County together with William Sharp & John Sharp as to whom the writ was returned not found defendants in this suit in a plea of assumpsit &c For that whereas the said defendants & the said William & John Sharp on the 20th day of October in the year of our Lord one thousand eight hundred and thirty seven at Columbus to wit at the County of Union aforesaid made their promissory note in writing and then and there delivered the same to the plaintiff and thereby then and there promised to pay the said plaintiff by the name of Two hundred and fifty dollars and fifty cents in two years after the date thereof with interest from date which period has now elapsed and the said defendants in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof and whereas also the said defendant afterwards to wit on the 25th day of October in the year of our Lord one thousand Eight hundred and thirty nine in the County aforesaid were indebted unto the plaintiff in the further sum of Five hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request. also in the further sum of five hundred dollars for work and labor then and there done and materials for the same provided by the

plaintiff for the defendants at their request. also in the further sum of Five hundred dollars for so much money then and there by the plaintiff lent and advanced to and paid laid out and expended for the defendants at their request Also in the further sum of Five hundred dollars for so much money then and there had and received by the defendants for the use of the plaintiff and also in the further sum of Five hundred dollars found to be due from the defendant to the plaintiff on an account then and there stated between them. and so being indebted the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do: Yet the said defendants although often afterwards requested have not paid the said several sums of money or any part thereof to the plaintiff but have hitherto wholly neglected and refused so to do and still do refuse & neglect to the damage of the plaintiff Five hundred dollars & therefore he brings suit &c By Probst & Gilbert his attorneys

And afterwards to wit on the same day and year first herein aforesaid came the said Matthew J. Gilbert Jr by his attorney and the said defendants though solemnly called came not but made default Whereupon it is considered the said Matthew J. Gilbert Jr ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said Matthew J. Gilbert at $227.24

Therefore it is considered that the said Matthew J. Gilbert recover of the said Amariah S. Thorp Peyton B Smith impleaded with William Thorp and Nelson Thorp the sum of Two hundred and seventy seven dollars and twenty four cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to dollars and cents

Attest James H. Gee Clerk

J R Swan

Charles Sweetzer
vs
James M. Wilkinson

} Pleas before his Hona Joseph R. Swan Esqr President and John Caffee Nicholas Hathaway and Silas B. Strong his Associates Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand Eight hundred and forty. Be it remembered that heretofore to wit on the 1st day of Nov. 1839 the plaintiff in pro per person filed his ~~Declaration~~ Precipe against the defdt in the words and figures following to wit Charles Sweetzer as James M. Wilkinson Union Com. Pleas in Assumpsit Damages $250.00 Clk will issue a Summons returnable forthwith Endorse Suit Brot to recover the amount of the principal and interest of Defendants note of hand given to Stephen McCain and payable to him or order for $172.05 dated August 14. 1838 and due one day after date and by said McCain assigned to plaintiff By C. Sweetzer in person

And afterwards to wit on the same day and year last aforesaid Summons issued in the words and figures following to wit State of Ohio Union County ss To the Sheriff of said County Greting

We command you to Summon James M. Wilkinson to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Charles Sweetzer in a plea of assumpsit Damages two hundred and fifty dollars and have you then there this writ Etcas Witness Dan. H Gee Clerk of said Court at the Court House aforesaid this 1st day of Nov. A.D. 1839 Dan H. Gee Clerk

endorsed as follows to wit Suit Brought to recover the amount of the principal and interest of Defendants note of hand given to Stephen McCain and payable to him or order for $172.05 dated August 14. 1838 and due one day after date and by said McCain assigned to plaintiff C. Sweetzer in person

returned as follows Served by delivering a certified copy to Left Nov. 1839 R Clark Shff.

and afterwards to wit on the 13. day of Nov. 1839 the plaintiff in proper person filed the following declaration to wit State of Ohio Union ss Court of Common Pleas October Term 1839 Charles Switzer complains of James M. Wilkinson in a plea of assumpsit for that whereas the said James M. Wilkinson on the 14th day of August 1838 at the County of Union made his promissory note in writing and then and there delivered the same to Stephen McLain and thereby promised to pay the said Stephen McLain or order one hundred and seventy two dollars and five cents $172.05 in one day after the date thereof which period has now elapsed and the said Stephen McLain then and there endorsed the same to the said Charles Switzer whereof the said James M. Wilkinson then and there had due notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Charles Sweetzer according to the tenor and effect thereof yet the said James M. Wilkinson hath disregarded his promises and hath not paid said sum of money or any part thereof to the damage of the said Charles Switzer $250.00 and thereupon he brings suit &c Charles Sweetzer for himself and afterwards to wit on the same day and year first herein aforesaid came the said Charles Sweetzer and the said James M. Wilkinson though solemnly called came not but made default Whereupon it is considered that the said Charles Sweetzer ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said Charles Sweetzer to one hundred and ninety dollars and twelve and one half cents. Therefore it is considered that the said Charles Sweetzer recover of the said James M. Wilkinson the sum of one hundred and ninety dollars and twelve and one half cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf Expended taxed to dollars and

Attest James H. Lee Clk

Named January
vs
A. Hall John F. Kinney &
Stephen McLain

Pleas before his Honor Joseph R. Swan Esqr President and John Castle Nicholas Walker and Silas L. Strong his associates Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty Be it remembered that heretofore to wit on the 21st day of September AD. 1839 the plaintiff by Wm C. Lawrence Esqr issued out of the Clerks office of said Court the following writ of Summons to wit

State of Ohio Union County ss To the sheriff of said County Greeting
We command you to Summon Augustus Hall John F. Kinney and Stephen McLain to appear on the first day of our next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto James January in a plea of assumpsit damages two hundred dollars and have you then there this writ {Seal} Witness James H. Lee Clerk of said Court at the Court House aforesaid this 21st day of September AD. 1839 Jas H. Lee Clk

Endorsement as follows to wit Suit Bond on note of hand given by defendants to plaintiff for one hundred dollars dated on the 18th day of September 1837 and due two years from date also for goods sold and delivered &c W. C. Lawrence atty for pltff
Returned Oct 28. 1839 as follows to wit Served by delivering a certified copy to each defendant.
R. Clark Sheriff

And afterwards to wit on the 18. day of Nov. 1839 the plaintiff by his said atty filed his declaration in the words and figures following to wit State of Ohio Union County ss Union Com Pleas Oct Term 1839 James January complains of Augustus Hall. John F. Kinney and Stephen McLain in a plea of assumpsit for that whereas the said defendants on the day of September in the year 1837

at the County of Union made their promissory note in writing and delivered the same to the said plaintiff and thereby jointly promised to pay the said plaintiff one hundred dollars in two years from the date thereof which period has now elapsed and the said defendants then and there in consideration of the premises promised to pay the amount of said note to the said James January according to the tenor and thereof Yet the said defendants have disregarded their promises and have not paid the said sum of money nor any part thereof to the damage of the said James January $200. and therefore he brings Suit by W. C. Lawrence his Atty

And afterward to wit on the same day and year first herein aforesaid came the said James January by his attorney and the said Augustus Hall et al. though solemnly called came not but made default Whereupon it is considered that the said James January ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said James January to $103.50 Therefore it is considered that the said James January recover of the said Augustus Hall John S. Kinney and Stephen McClain the sum of one hundred and three dollars and fifty cents their damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to

dollars and cents

Attest James H. Lee Clerk

J. K. Lyman

George Hensell
vs
Aloan Randall

Pleas before his Honor Joseph R. Swan Esqr President and John Castle Nicholas Matthews and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand Eight hundred and forty Be it remembered that heretofore to wit on the 25th day of April in the year of our Lord aforesaid 1839 the plaintiff filed herein the following Transcript from the docket of C. Myers Edge to wit

George Hensell
vs
Abram Randall

Assumpsit damages $50.00 April 1838
This suit is brought to recover for moneys rendered by the plaintiff to and for the defendant at his request in the sale of the defendants land and for work and labor rendered by the plaintiff to and for the defendant at his request $50.00 Copy of plaintiffs bill of particulars

Justice fee $2.03
Const. do 3.10
Witness 1.00
appearance .25
Transcript 31½
Serving 70. cents.

April 2. 1839 Summons issued to D. Devoe const returned served by reading milage 10 Service 10. at the request of plaintiff Subpoenas issued for John McCampbell Joseph Layman Milo Skinner John Pinsell David Hill Wm C. Moores & Sarah Moores. const. made return of plaintiffs Subs. served on all by reading milage 50 cts at the request of Defendant Subpoenas issued for Wm Shelpman Hannah Shelpman Elijah Skinner Emily Skinner Samuel Hamott Abram Demer John Nash Ebenezer Hamott & Olive Hunt. also for Plaintiff Aaron Gillet & Stull Matthews. Constable returned defendants Subpoenas on all by reading milage $1.10 Serving .60 cents April 9. 1839 the parties attended and being ready for trial. after hearing the proofs and allegations of the parties it is adjudged that the plaintiff become nonsuited, Therefore it is adjudged that the plaintiff pay the costs of this suit except three witnesses called by defendant and examined costs of suit taxed at $12.13 In the action of George Hensell against Aloan Randall I Daniel Duvall acknowledge myself bail for the appellant in the sum of fifty Dollars to be levied of my goods and Chattels lands and tenements in case the appellant shall be condemned in the action aforesaid and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas Taken Signed and acknowledged before me on the 16. day of April 1839 Daniel Duval

Christian Myers Justice of the peace

State of Ohio Union County ss. I Christian Myers a Justice of the peace in and for the Township of Millcreek in the County and State aforesaid do hereby certify that the

within is a correct Transcript in substance of the proceedings & Judgment in the cause before me Given under my hand and seal this 16th day of April AD 1839

Christian Myers Seal

And afterwards to wit on the 26th day of April AD 1839 the plaintiff by J W Powell Esqr his attorney filed his declaration in the words and figures following to wit. Union County ss Com Pleas April Term 1839

George Housall by Powell his attorney complains of Abram Randall of a plea of assumpsit for that whereas the said Randall on the first day of February 1839 at Union County aforesaid was indebted to the said Housell in the sum of fifty dollars for the work and labor, care and diligence of the said Housell before that time done and performed by the said Housell to and for the said Randall at his request and being so indebted he the said Randall in consideration thereof afterwards to wit on the same day and year last aforesaid at Union County aforesaid undertook and promised to pay the said sum of fifty dollars to the said Housell when he should be thereto afterwards requested Yet the said Randall though often requested so to do has not as yet paid the sum of fifty dollars or any part thereof but has wholly neglected & refused so to do to the damage of the said Housell Sixty dollars therefore he sues &c J W Powell atty for Plff

And afterwards to wit on the 1st day of June AD 1839 the defendant by P B Cole Esqr his atty filed his plea in the words and figures following to wit Abram Randall adv George Housell Union Com Pleas April Term AD 1839 In assumpsit

And the said Abram Randall comes and defends and says that he did not assume and promise in manner and form as the said George hath declared against him and of this he puts himself upon the Country and the said George doth the like and afterwards to wit on the 12th day of July AD 1839 P B Cole atty for deft

This cause was called and continued. and afterwards to wit on the day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit Isaac Stewart Davied Chapman Wm McCampbell Wm Porter Reuben Huffman John McCampbell Samuel McCullough Moses Fullington Joseph Wells James Finnie James Ryan & Allen Reed 3d who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said defendant did assume and promise in manner and form as the plaintiff hath complained against him and they assess the damages by reason thereof at Fifty dollars. It is therefore considered that the plaintiff recover of the defendant the said sum of Fifty dollars his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at dollars and cents to

Attest James H Gill Clk

J R Brown

Benjamin Tucker Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas E. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty — Be it remembered that heretofore to wit on the 27th day of Oct 1838 the Complainant by W Lawrence Esqr his atty filed the following Bill in Chancery to wit

vs

Sylvia Toby
Nathan Toby
Alzanna Toby
Herman Toby
children and
Heirs of David
Toby deceased

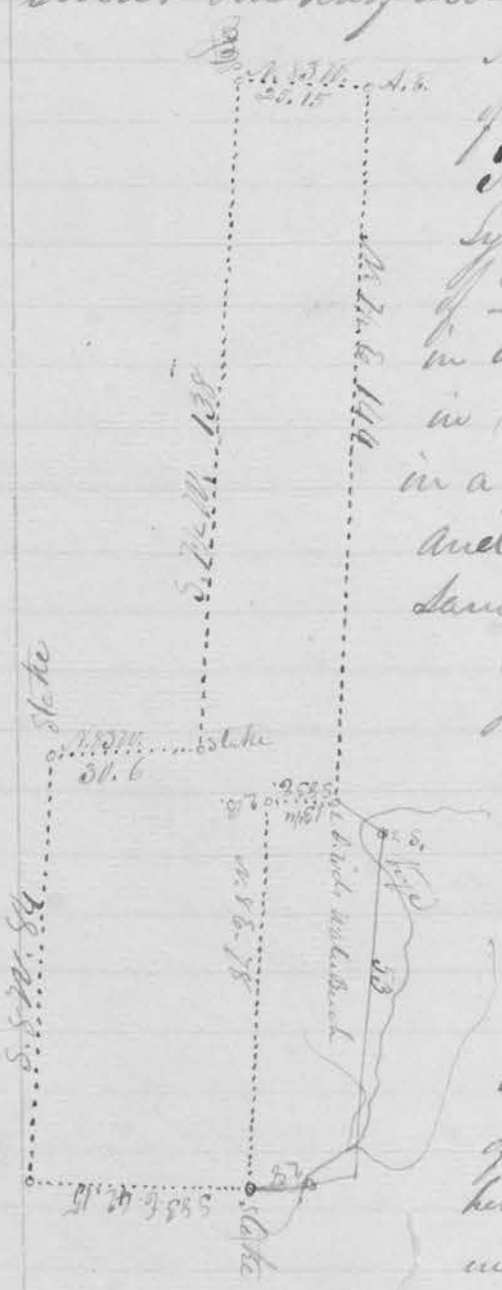
In the Court of Common Pleas within and for the County of Union and State of Ohio. Your petitioner Benjamin Tucker of the County aforesaid that he has a legal right to and is seized in fee simple of three undivided fourth parts of the following real estate situate in Union County Ohio described as follows. Part of Survey No 3462 Beginning at an Elm three wood and haw bush on the S. line of said Survey thence N. 7. E 67 poles to a beech thence down the creek with the meanders N. 35 E. 31 poles thence N. E. W. 20 poles thence N. 20 W. 12 poles thence N. 19 poles thence N. 47 E. 11 poles thence N. 71 E. 8 poles thence

thence across the Creek N. 3 W. 3 poles to three Lynns from one Root thence N. 83 W. 95 poles to a Stake in the line of Israel Lockwoods Survey. thence with his line S. 7 W. 170 poles to a Iron Wood and two beeches thence S. 83 E. 82 poles to the beginning containing 92 acres. Also 12 acres two Roods & 30 poles part of the same Survey beginning at a Stake in the E. line of the land above described thence S. 7 W. 77 poles to two beeches and an Iron-wood thence N. 83 W. 13½ poles to three Ironwoods and a Water beech Thence N. 36 W. 22 poles to two Sugar Trees thence N. 15 E. 7 poles to a Buckeye tree thence N. 7 E. 53 poles to a Stake thence S. 82 E. 28 poles to the beginning. And also the same undivided part of 85 acres and 32 poles part of survey No. 12472 bounded as follows beginning at two Iron Woods and a water Beech N.E. corner of land Sold to Israel Lockwood on said Survey thence with his line S. 7 W. 142 poles to a black ash and Elm in the S line of Lot No. 15 as Surveyed by Alexander Robinson thence with the line of said Lot No 15 S. 83 E. 96 poles passing the corner of said Lot No. 15 to three Beeches thence N. 7 E. 142 poles to a Stake with three a Small hickory & Lynn in the N. line of Lot No. 15 as Surveyed by said Robinson thence N. 83 W. 96 poles to the beginning. And your petitioner further represents that Sylvia Toby Alzama Nathan Toby & Hannah Toby heirs of the late David Toby decd the three last mentioned being minors are tenants in common with your petitioner in said premises Your petitioner therefor prays that partition of said lands may be made and your petitioner further charges that in the lifetime of said David partition was agreed upon by your petitioner and said. given said David the land Specified in the plat herewith filed marked Exhibit "A" and made part of this application and your petitioner prays other and further relief in the premises

W. Lawrence Sol for Pets

Annexed marked "A" reads in the words and figures following to wit Surveyed November 9th 1837 a tract of land part of Survey No 3462 & No 12672 Beginning at a Black Ash and Elm South east corner to Israel Lockwoods land thence with his line N. 7. 3/4 E. 142 poles to a Water Beech and two Iron wood thence N. 36 W. 22 poles to two Sugar Trees thence N. 15. E. 7 poles to a Buckeye thence N. 7 E. 53 poles thence S. 83 E. 71 poles and 15 links thence S. 8 W. 84 poles to a Stake on the margin of the Road thence with said Road N. 83 W. 30 poles and 6 links to a Stake thence S. 7 W. 138 poles to a Stake Witness a Beech & thence N. 83 W. 25 poles & 15 links to the beginning containing fifty seven & one half acres

Leon Phelps Surveyor



And afterwards to wit on the 27 day of Oct 1838 the following writ of Subpoena issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Sylvia Toby Nathan Toby Alzanna Toby and Hannah Toby Children of David Toby deceased to appear before our Court of Common Pleas in and for the County of Union and State of Ohio at the Court House in Marysville forthwith to answer the matters and things contained in a petition in Chancery exhibited against them by Benjamin Tucker and this they shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ

Teste Witness James H. Lee Clerk of said Court at the Court House in Marysville this 27. day of Oct. 1838 Jas H. Lee Clk

And afterwards to wit on the same day and year last aforesaid said writ returned as follows to wit Served by delivering to each defendant a certified copy Oct. 27th 1838 R. Clark Sheriff

And afterwards to wit on the 2nd day of Nov. 1838 Sylvia Toby one of Defendants by John Laurence her Attorney filed her answer in the words and figures following to wit. The Separate answer of Sylvia Toby one of Defts to the Bill of Complaint Exhibited against herself and others by Benjamin Tucker. The defendant comes and in answer says that She cannot gainsay or controdict any of the allegations in said Bill contained but must admit the same to be true and freely agrees to a Separation of the ~~same~~ said Lands

in accordance with the plat filed with and made part of compt: Said Bill and marked "A." and having Heard fully Answered the prays to be dismissed with his costs &c

John Lawrence

Union County S.S. Personally appeared before me Sylvia Eoby who being duly sworne Says that the matter and things Stated in the forgoing Answer are true as She verily believes and further Saith not

Sylvia Eoby

Sworn to and Subscribed before me this 2nd day of Nov. 1838

Ira Wood J.P.

And afterwards to wit on the 25th day of April A.D. 1839 on motion to the Court by Mr Lawrence Counsel for the plaintiff It is ordered that P.B. Cole be appointed Guardian ad litem to the infant defendants Alzanna Eoby Nathan Eoby and Herman Eoby and thereupon the said P.B. Cole appeared in open Court and accepted said appointment and this cause is continued

And afterwards to wit on the 13th day of July A.D. 1839 said infant defendant by P.B. Cole Esqr their Guardian filed their answer in the words and figures following to wit

Sylvia Eoby Alzanna Eoby etal ads Benjamin Tucker In Partition

The said Alzanna Eoby Nathan Eoby & Herman Eoby jointly answer by P.B. Cole their Guardian ad litem and say that they cannot gainsay but admit the allegations in the said bill contained and they are now willing that willing that partition of said premises be made as per plat on file in this case P.B. Cole Guardian ad litem

And afterwards to wit on the 31. day of Oct. 1839 the complainant by W.C. Lawrence Esqr his attorney filed his replication in the words and figures following to wit

Benjamin Tucker
vs
Sylvia Eoby etals } In Partition. And the said Benjamin Tucker comes and says that the matters and things set forth in his said bill are true in substance and in fact as well as the matters and things in the several answers contained and he now consents to the same being confirmed by the Court

W.C. Lawrence his Solt

And afterwards to wit on the same day and year first herein aforesaid came this cause on to be heard upon the bill. answers of defendants Replication & Exhibit. On consideration whereof it is ordered and decreed that the defendants Sylvia Eoby Alzana Eoby Herman Eoby & Nathan Eoby the legal heirs of David Eoby decd. hold enjoy and possess the following part and portion of said lands (to wit) Beginning at a Black Ash and Elm S.E. corner to Israel Lockwoods land thence with his line N. 7° 30" E. 144 poles to a water Beech and 2 Iron woods thence N. 36 W. 22 poles to 2 Sugartrees thence N. 15 E. 7 poles to a Buckeye thence N. 9 E. 53 poles thence S. 83 E. 70 poles & 15 links thence S. 8 W. 84 poles to a stake in the margin of the Road. thence with said Road N. 83. W. 30 poles & 6 links to a stake thence S. 7° W. 138 poles to a stake Witness a Beech thence N. 83 W. 25 poles & 15 links to the Beginning in their own to the entire Exclusion of the said Benjamin Tucker his heirs or assigns And it is further ordered the said Benjamin Tucker use hold occupy and possess the residue of the lands described in his said petition in severalty to the entire Exclusion of the said defendants their heirs or assigns and it is further ordered that Complainant release to defendants by deed of Quit claim so much of said lands as included within the aforesaid bounds. and that defendants in like manner release by the like conveyance the residue of said lands so set apart to complainants as aforesaid within sixty days from the rising of this Court. And in default thereof that this decree operate as such conveyance, and it is further ordered that Complainant pay two thirds the costs and expenses of this cause. Taxed at Eight Dollars and that defendants pay the remaining one third and that in default of such payments Execution issue as at Law

Attest James H. Lee Clerk

J.R. Swan

Mary Coolidge } Pleas before his Honor Joseph R. Swan Esqr President and Nathan
vs } Cassil Nicholas Hathaway and Silas G. Strong his associates
John Coolidge et al } 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 nineteenth day of May in the year of our
Lord one thousand eight hundred and forty - Be it remembered that heretofore
to wit on the 16th day of April A.D. 1838 the complt. by W. C. Lawrence his counsel
filed her petition in the words and figures following to wit Union Common Pleas
April Term 1838. May Coolidge of said County widow of Augustus Coolidge
late of said County deceased States to the Court that relief may be extended. That
said Augustus died in the year one thousand eight hundred and twenty so near as
petitioner can recollect leaving your petitioner his widow and John James F.
Washington. Mary now Mary Gorton by marriage and Rhoda now Rhoda Ripley
his children and heirs at law, that they are all sons of age. That said Augustus
in his life time was seized in fee of and held by title bond certain lands in this
State of which your petitioner as his said widow is entitled to Dower, to wit two
hundred acres part of Surveys Nos. 4277 & 4818 V.M. in fee lying on Darby
Creek on the west so near as may be by the land of Lephas & Samuel Reed, on
the South by the land of Walk and on lower side or east by the land of Warren
Rose. Also two hundred acres held by title bond lying near the Lake Erie
and in this State (ref for a full description of said land) Your petitioner calls
upon the said John Coolidge who was appointed Administrator of said
Estate and to whom the bounds condition and location of said lake farm
(as it was called) is fully known. Your petitioner further states that said
John Coolidge has been in possession of, used and enjoyed said farm on
Darby of which the improvement consisted of about one hundred and fifty acres
and hitherto refuses to pay over to your petitioner the rents and profits of her said
Dower alledging that he bought the same from your petitioners deceased husband
in his life time. but if not then that said John would account for said Dower in-
est in full when established to said farm by petitioner. Your petitioner
charges that the rents and profits of said Dower in land which has been rec-
eived by said John were annually worth seventy five dollars, that said
John owes the same to your petitioner. Therefore prays that Dower may be
assigned by metes and bounds to your petitioner and if possible
that the same may be assigned in full of the farm in this County as the Dower
in the Lake farm would be useless to your petitioner and equally injurious to the
Heirs at Law. Your petitioner prays that said John Administrator as
aforesaid may be held to account to your petitioner for the Rents already received
by him Your petitioner prays that Discovery may be made of said heirs and that
especially said John answer by suitable words what and in what County said
Lake farm is what its improved value was at the time of the decease of
said Augustus? Who is now in possession of the same? and such other
discription as may be necessary for the purposes of petitioner May Coolidge by W. C. Lawrence Solr.
And afterwards to wit on the same day and year last aforesaid the following writ of subpoena
was issued (to wit) State of Ohio Union County ss To the Sheriff of said County Greeting
We command you to summon John Coolidge James F. Coolidge and Washington
Coolidge to appear before our Court of Common Pleas within and for the County of
Union at the Court House in said County on the 20th day of this inst to answer
unto a petition exhibited in said Court against them by May Coolidge for
Dower and this they shall in no wise omit under the penalty of one thou-
sand dollars and have you then there this writ {Seal} Witness James H. Gill
Clerk of the Court of Common Pleas in and for said County this 16th day
of April 1838
James H. Gill Clk
And afterwards to wit on the 21. day of April 1838 this Writ returned Served as
follows to wit Served by delivering to each def a certified copy April 17. 1838 R. Clark Shff

And afterwards to wit on the 21st day of April A.D. 1838 the def't John Coolidge by J. Swan his attorney filed his answer in the words and figures following to wit
The answer of John Coolidge to the petition for dower exhibited against him by in the Common Pleas of Union County by Mary Coolidge Complainant
The answer of John Coolidge to the bill of complaint of said Complainant. the defendant for answer saith that at the time of Augustus Coolidges death the defendant knows of no land he held by title bond or otherwise except about ninety six acres of which this defendant will more specifically speak hereafter, at the time of his the said Augustus Coolidges death. As early as the year 1818 said Augustus then having a contract with one David Reed for the land about 96 acres obtained a deed from said Reed for said land and in consideration that this defendant covenanted to provide a home support and necessaries for his said father during life his said father made on the 1st day of January 1818 a deed for said 96 acres but did not get the same recorded. nor was the deed acknowledged, but these things were to be done when this defendant and his father removed to Ohio when they then contemplated going. When they arrived in Ohio in the Summer of 1818 this defendant was informed said deed was good for nothing because it should have been recorded in six months. The deed was then given to said Augustus his father from which to draw another but before this was done it was discovered that neither Reed from whom said Augustus purchased or Sullivant from whom Reed purchased had any title at Law for said land, and sometime say within 2 or 3 years said Augustus once before any legal title was obtained for said land and in a year or 2 afterwards said Sullivant died. Afterwards said Lucas Sullivants heirs got a title for about 66 acres of said land and promised a title to be made from one James Galloway for about thirty acres of said land. On the 16th day of August 1826 the said Mary petitioner with a full knowledge of your orators claim under her deed released to your orator all right title interest estate and claim in and to said ninety six (96) acres of land. This was after the death of this defendants father this defendant denies that he holds directly or indirectly any other land to which complainant is entitled to dower And having fully answered this defendant prays to be hence dismissed with his reasonable costs in this behalf most wrongfully &c Sworn & Subs'd By J. Swan Sol'r for Compl't
The State of Ohio Union County ss Personally came John Coolidge and maketh oath that the matters and things in the above answer set forth as far as relates to be within his own knowledge are true and so far as relates to be information drawn from others he believes to be true
John Coolidge
Subscribed & sworn to this 20. April 1838 before: James H. Lee Clerk
Said deed from Mary Coolidge reads in the words and figures following to wit
Know all men by these presents that I Mary Coolidge and James F. Coolidge and Phebe D. Coolidge and Mary Ann Coolidge and George W. Coolidge all of Union Township and County and State of Ohio for and in consideration of the Sum of Twelve hundred and fifty dollars and twenty two cents to us in hand paid by John Coolidge of Union Township in the County of Union and State of Ohio the Receipt whereof we do hereby acknowledge have remised released and forever quit claimed and by these presents do forever remise release and forever quit claim unto the said John Coolidge his heirs and assigns forever a certain tract of land & farm in the County of Union and State of Ohio with the buildings thereon containing by estimation ninety Six acres be the same more or less and is bounded as follows to Beginning at two Elms and Hickory on the South side of big Darby thence South fifty three west fifty four poles to an Elm and honey Locust thence north thirty eight west forty two poles to two burr oaks. thence South fifty two west ninety one poles unto two hickories. thence South thirty eight east forty two poles unto two Burr oaks thence South thirty Eight east Seventy four poles to a burr oak thence North fifty two east thirty eight poles unto Elms on the bank of the branch and thence

down said Branch with its meander North eighty one east forty poles thence North fifty five east twenty½ poles thence North forty eight east forty two poles to the mouth of Dark Creek thence up said Creek with its meander North sixty five west fifty six poles thence North thirty three west twelve poles thence down east eighteen poles thence North twenty five west twenty poles thence North forty west thirty two poles unto the beginning corner. to have and to hold the above bargained and granted premises with the privileges thereunto belonging to him the said John Coolidge his heirs and assigns to their own use. and behalf forever in witness whereof We have hereunto set our hands & seals this 16. day of August 1824

Signed sealed and delivered in presence of us

D. Ripley
Hez. A. Ripley
Edw Hedges

Mary Coolidge Seal
James F. Coolidge Seal
Phebe D. Coolidge Seal
Mary Ann Coolidge Seal
George W. Coolidge Seal

And afterwards to wit on the 13 July 1838 this cause was called and continued, and afterwards to wit on the 26. Oct 1838 this cause was called and continued and afterwards to wit on the 20 April 1839 this cause was called and continued and afterwards to wit on the 12th July 1839 this cause was called and continued and afterwards to wit on the 31. day of Oct 1839 this cause was called and continued. And afterwards to wit on the same day and year first herein aforesaid Came the parties and this cause is submitted to the Court upon the petition answer exhibits and testimony on consideration whereof the Court order adjudge and decree that the petition be dismissed and that the petitioner pay the costs to be taxed within Sixty days or in default that execution issue as on Judgments at Law &

Attest James H. Fitch Clk

J R Lyman

John D. Pollock
vs
Levi Lyon

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil & Nicholas Heathaway and Levi L. Skeen his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Fourth day of July in the year of our Lord one thousand eight hundred and forty

Be it Remembered that heretofore to wit on the 25th day of April in the year of our Lord one thousand eight hundred and thirty nine the defendant by his attorney P. B. Cole Esqr filed the following Transcript to wit

John D. Pollock
vs
Levi Lyon

Action of Debt for ninety dollars nine dollars on the sale of a horse as per bill of particulars filed, Dec 27. 1838 summons issued and delivered to James Riddle Constable for the appearance of the defendant on the 5th day of January 1839 at 11. Oclock A.M. at the instance of the plaintiff a subpoena issued for the appearance of Ingham Wood and Joseph Murphy as witnesses. Dec 29 at the instance of Defendant a subpoena issued for Roger J. Bunham Frederick Parthemore. Defendant returned his subpoenas duly served by himself fees 16. cts January 5. Constable James Riddle returned summons duly served by reading on the 27th of Jany fees 15 cents Jas. Riddle Const Jany 6. 11. Oclock A.M. The parties attended and Daniel Coolidge Thomas Dawson Stephen Dysart Ingham Wood & Joseph Murphy were sworn & Examined as witnesses on the part of the plaintiff and Frederick Parthemore Benjamin Lyon Stephen Buchanan Philo Bunnham and Asahel A. Woodworth and Elias Topliff were sworn and Examined as witnesses on the part of the defendant And Trial was had and Judgment was postponed till Saturday the 12. of Jany at 9. oclock A. M. 1839. Jany 12. at 9 oclock A.M. having had the above cause under consideration since day

Judgt	66.
Summons issued	.12½
Subs fee cents	.16
Swearing 5 wits	.20
fees of 5 wits	2.50
Constables	.15
Docket Entry	.25
Plffs costs	3.38½
Defts Subpoena cents	.16
Sworn 6 wits	.24
fees of 7 wits	3.50
Recog	.25
Transcript	.31¼

5th it is Considered by me that Judgment a gainst Said defendant Levi Lyon for the Sum of Sixty Dollars and the plaintiff for Costs of Suit herein taxed at three Dollars Sixty eight cents. Janry. 18th the defendant came gave notice that he would take an appeal to the Court of Common Pleas and entered into recognizance accordingly. In the action of John D. Pollock against Levi Lyon I Oliver C. Kennady acknowledge my Self bail for Levi Lyon in the Sum of one hundred and twenty dollars to be levied of my goods and chattels lands and tenements in case the said Levi Lyon shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

Levi Lyon

Taken and acknowledged this 18 day of Jan 1839. A Keys J.P. } Oliver C. Kennady

State of Ohio Union County ss. I Andrew Keys a Justice of the peace within and for said County and for the Township of Union do hereby certify that the within is a true copy from my docket of the proceeding and Judgment in the within case Given under my hand and Seal this 26. day of April 1839

Andrew Keys Justice of the peace (Seal)

And afterwards to wit on the 15th day of May A.D. 1839 the plaintiff by W.C. Lawrence Esqr his attorney filed his declaration in the words and figures following to wit Union County ss. Union Com. Pleas April Term. 1839

John D. Pollock complains of Levi Lyon in a plea of assumpsit for that whereas the Levi on the 26. day of December in the year 1838 at the County aforesaid was indebted to the said John in the Sum of fifty dollars for one mare money for a horse by the said John before that time bargained and sold to the said Levi and at his special instance and request and being so indebted he the said Levi in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised to pay him the said John the said sum of money when he the said Levi should be thereunto afterwards requested and whereas also the said Levi on the day and year aforesaid at the County aforesaid was indebted to the said John in the further Sum of fifty dollars for horse meat Stabling care and attendance by the said John before that time found provided and bestowed for in and about the feeding and keeping divers horses mares & Geldings of and for the said Levi and at his special instance and request and being so indebted he the said Levi in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned Sum of money when he the said Levi should be thereunto afterwards requested Nevertheless the said Levi Lyon not regarding his said several promises and undertakings but contriving and fraudulently intending to deceive and defraud the said John has not as yet paid the said several Sums of money or any or either of them or any part thereof to the said John Although often requested so to do. But the said Levi to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said John Seventy five dollars and therefore he brings Suit &c by W.C. Lawrence his attorney

And afterwards to wit on the 23d day of May 1839 the deft by his attorney P.B. Cole Esq files his plea in the words and figures following to wit

Levi Lyon } Union County Court of Common Pleas April Term 1839
vs
John D. Pollock } Assumpsit. and the said Levi Lyon comes and defends &c and says that he did not assume and promise in manner and form as the said John D. Pollock hath declared against him and of this he puts himself upon the County and the said John D. Pollock doth the like } And afterwards to wit on the 12th day of July A.D. 1839 came the parties by their attorneys and thereupon came a Jury to wit Elias Johnston Mordecai Bonham John Crowder Michael S Wood

P. B. Cole atty for deft.

Adam Wolford Peter Porter James Bell Lawrence Whittaker Aquilla Turner Nathan Kelsey Joseph Gibson and David Galland who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did not assume and promise in manner and form as the plaintiff hath declared against him, and thereupon the plaintiff moves the Court for a new trial and this cause is continued and afterwards to wit on the 31st day of Oct 1839 this cause was called and continued and afterwards to wit on the 4th day of Dec A.D. 1839 this motion coming to be heard and afterwards to wit on the 15th day of July 1839 the plaintiff attorney filed the following motion to wit

John D. Pollock } vs Levi Lyon } Union Com Pleas on verdict for defts. Plaintiff moves the Court for a new trial first because the Court erred in admitting evidence from the Jury which was improper to the issue between the parties and because the Court erred in charging the Jury upon the law of the case in this that plaintiff could not prove the sale of a horse to defendant and delivery thereof when the horse was subsequently taken back by plaintiff to try if said horse was well or should become well to be returned to defendant on the first contract under the common counts 3d because the Court ruled that under the common Count the expenses of keeping a horse could not be recovered after a time and plaintiff specified for delivery and tender and refusal 4th because the verdict was contrary to law & evidence 5 because the case was not permitted to go to the Jury as it should and ought

M. C. Lawrence atty for Plff

And afterwards to wit on the 31st day of Oct 1839 this cause was called and continued And afterwards to wit on the 10th day of May A.D. 1841 this motion came on to be heard on the exceptions and was argued by counsel on consideration whereof the Court do order and allow a new trial in this case and further that the costs incurred shall abide the event of the said trial and this case is continued. And afterwards to wit on the same day and year first therein aforesaid to wit on the 7th day of July 1841 came the parties by their attorneys and thereupon came a Jury to wit Wm Clarkson Wm M. Robinson Chester Fox William Hamilton Benj. A. Fay Charles Cathcart William Huff Martin Ballow John Nicholson Horace Andrews A. C. Jennings & James Pile who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said defendant did assume and promise in manner and form as the plaintiff hath complained against him and they assess the damages of the said plaintiff by reason thereof to fifty four dollars and fifty four cents. It is therefore considered that the Plaintiff recover of the defendant the said sum of fifty four dollars and fifty four cents his damages aforesaid in form aforesaid assessed together with his costs and this he has expended taxed at

Dollars and Cents

Atty [illegible]

William Porter Admr of John Porter decd

vs

Hannah Porter widow & the Heirs of said John Porter deceased

} Pleas before his Honor Joseph R. Swan Esqr President and the Associate Judges of the Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the second Monday and 29th day of July in the year of our Lord one thousand Eight hundred and forty. Be it remembered that heretofore to wit on the Eighth day of A.D. 1839 came the complainant by P. B. Cole his attorney and filed his Bill in Chancery in the words and figures following to wit. To the Court of Common Pleas within and for the County of Union and State of Ohio

William Porter administrator of John Porter late of Said County deceased
in Estate represents that the personal property of Said intestate is insufficient
to discharge the debts of the Estate (as will more fully appear by a reference to a
Statement of the debts and credits of Said Estate herewith filed) That the Said in-
testate died Seized in fee Simple of the following real Estate Situate in the County
of Union. part of Survey No 5038 lying on the lower Side of Dalys Creek beginning
at two honey locusts down corner on Said Survey No. 5038 and upper corner to
Lucas Sullivants Survey No 3311 thence with Sullivants line thereof S. 53 W. 80
poles to a bur oak thence N. 53. E 50 poles to two white oaks on the bank of Dalys
Creek. thence down the Same with the meanders thereof S. 5 E. 18 poles S. 83. E
41 poles S. 40 E. 22 poles to the beginning containing thirty acres, and also an
other tract of land of twelve acres Situate in Said County of Union part of Survey
of Survey No 5038 lying on the W Side of Dalys Creek. Beginning at the lower
corner on the bank of the Creek it being the upper corner on the Creek of the
thirty acres above described & Said corner is 2 white oaks and both cut down
thence running S. 40. W. 50. poles to two bur oaks thence 30 W. 38½ poles to two
Jack oaks N. 40 E. 56 poles to a Yellow Locust & walnut on the bank of the Creek
thence down the Creek with the meanders thereof to the place of beginning
Your petitioner further represents that Said intestate died leaving Hannah
Porter his widow & John Porter Jesse Porter John McDowell & Mary McDowell
Robt McCampbell & Elizabeth McCampbell Maria Porter Lucinda Porter
Susan Porter & Martha Porter his heirs and legal Representatives.
Your petitioner therefore prays that the Said Hannah Porter and the above
mentioned heirs may be made defendants to this petition and that
the writ of Subpoena may accordingly issue against them that they may
be compelled to answer all and Singular the premises. that the dower
Estate of the Said Hannah Porter in Said premises may be assigned
And that your petitioner may be authorized to Sell and convey So much
of said Real Estate as will discharge the debts of Said intestate with
incidental charges under Such regulations as are provided by Law
By P. B. Cole his attorney

Exhibit - referred to in Said bill reads in the words and figures following
to wit Amt of Sale bill of the personal Estate of John Porter decd $298.14
Debts due Said Estate 68.50
$366.64

Debts & accounts against the Estate	$648.50
Debts paid by the administrator	23.00
	$671.50
	366.64
	$304.86 Balance due Jesse Porter

There is nothing in the hands of the administrator to pay Wm Porter Admr
And afterwards to wit on the 16th day of April A.D. 1839 By P. B. Cole his atty
the following writ of Subpoena issued in the words and figures following to wit
The State of Ohio Union County ss To the Sheriff of said County Greeting.
We command you to Summon Hannah Porter Widow of John Porter decd and
Jesse Porter John McDowell and Mary his wife Robert McCampbell and Elizabeth
his wife Maria Porter Lucinda Porter Susan Porter and Martha Porter heirs
and legal representatives of John Porter decd to appear before our Court of Com-
mon Pleas in and for the County of Union aforesaid at the Court House in
Said County on the 25th day of this instant. to answer the matters and things
Contained in a petition in Chancery Exhibited against them by William Porter
Administrator of the Estate of John Porter decd and this they Shall
in no wise omit under the penalty of one thousand dollars and have
you then there this writ (Seal) Witness Chas H. Lee Clerk of the Court of Common Pleas and
for the County aforesaid at Marysville this 16 day of April A.D. 1839 Charles H. Lee Clerk

And afterwards to wit on the 25th day of April 1839 the same writ was returned as follows to wit Served by leaving copies with the defendants April 23. 1839 William Porter And afterwards to wit on the 12th day of July 1839 this cause was called and continued And afterwards on the 15th day of July 1839. On motion and it appearing to the satisfaction of the Court that one of the defendants is not within this State. It is ordered that notice of the pendency of this suit together with the substance and prayer of the Bill be published in "the Freedom and Union County advertiser" a newspaper printed and in general circulation in said County of Union Six consecutive weeks prior to the next Term of this Court to which time this cause is continued. And afterwards to wit on the 31st day of October 1839 The complainant by P.B Cole his attorney moves publication of notice and this cause is continued. And afterwards to wit on the 17th day of May 1840 Mr. Hall appeared was appointed Guardian ad litem to the Infants defendants, accepts the appointment and files answer. On motion to the Court by William Porter It is ordered that Hannah Porter be endowed of one full equal third part of the following real Estate in the petition mentioned to wit part of Survey No. 5038 lying on the South side of Daily Creek beginning at a Honey Locusts Lower corner on the said Survey No 5038 and upper corner to Lucas Sullivant Survey No 3311 thence with Sullivants line thereof S. 53 W. 80 poles to a Bur oak thence N. 53 E. 50 poles to 2 white oaks on the bank of Daily Creek thence down the same with the meanders thereof S. 50 E. 18 poles S. 83 E. 41 poles S. 40 E. 22 poles to the beginning containing thirty Acres. And also another tract of Land of 12 acres situate in said County of Union part of Survey No 5038 lying on the West side of Daily Creek beginning at the lower corner on the bank of the Creek N being the upper corner on the Creek of the 30 acres above described and said corner is two white oaks both cut down thence running S. 40 W. 50 poles to two Bur oaks thence 30 W. 38½ poles to 2 Jack oaks. N. 40 E. 56 poles to a Yellow Locust and walnut on the bank of the Creek. thence down the Creek with the meanders thereof to the place of beginning, And it is further ordered that Wm Babcock Wm Gabriel and Norman Chapman being first duly Sworn do upon actual view of the premises Set off and assign said dower to the said Hannah Porter and make return of such assignment together with a just valuation of said real Estate subject to said dower. Forthwith

Said answers of said Infant defendants by their said Guardian ad litem reads in the words and figures following to wit

Wm Porter Admt of John Porter decd
vs
Hannah Porter et al.
Court of Common Pleas May Term 1840 in the year 1840
Petition to sell land. The separate answer of Susan Porter Infant defendant to said petition and the said Susan Porter infant defd by A. Hall her guardian ad litem now comes and for answer to said petition says that she cannot gainsay the facts & allegations in said petition but consents to the prayer of the same
A Hall Guardian ad litem

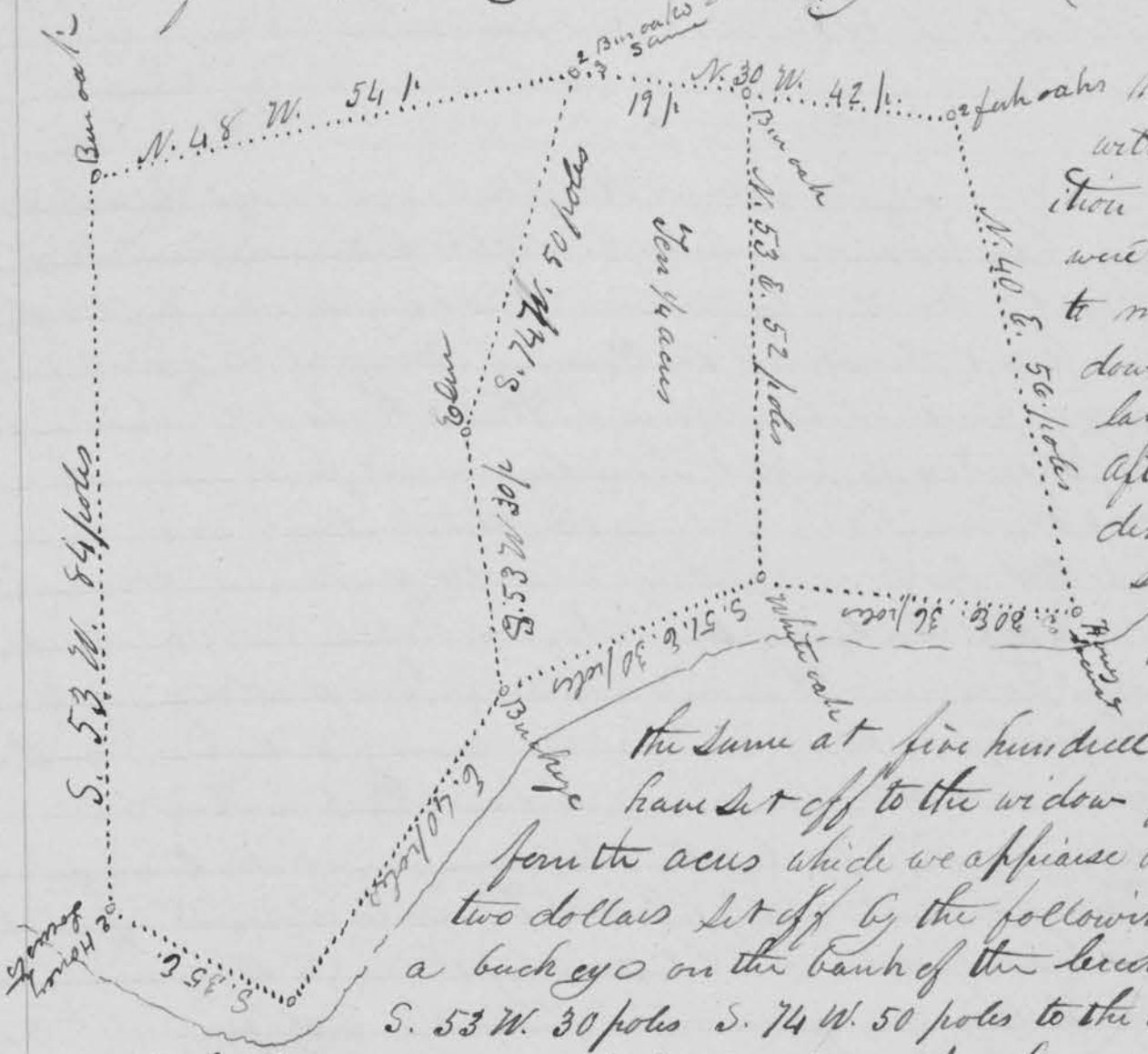
Wm Porter Admt of John Porter deceased
vs
Hannah Porter et al.
Court of Com Pleas May Term 1840. petition to sell land
The separate answer of Martha Porter infant defendant to said. And the said Martha Porter now comes by A Hall her guardian ad litem, and for answer to said petition says that she cannot gainsay the facts and allegations charged in said petition but that she consents the prayer of the same
A Hall Guardian ad litem

The aforesaid publication of notice together with the proof thereof reads in the words and figures following (to wit) In the pursuance of an order of the Court of Common Pleas of Union County to me directed and State of Ohio at their July Term A.D. 1839 John Porter Jr is hereby notified that on the 8th day of April A.D. 1839 William Porter admt of the Estate of John Porter decd filed a petition

in said Court making said John Porter Junr and others defendants. The object and prayer of which petition is that the following real Estate (or as much thereof as shall be necessary) may be sold to pay the debts against the Estate of said John Porter deceased). Said real Estate consists of two tracts bounded and described as follows Viz part of Survey No 5038 lying in Union County on the lower side of Daby Creek beginning at two Honey Locusts lower corner on the said Survey No 6038 and upper corner to Lucas Sullivants Survey No 3311 thence with said Sullivants line S. 53. E. 50 poles to two white oaks on the bank of Daby Creek thence down the same with the meandus thereof S. 50. E 18 poles S. 83 E 41 poles S. 40 E. 22 poles to the beginning containing thirty acres. And also twelve acres situate in said County part of Survey No. 5038 lying on the west side of Daby Creek beginning at the lower corner on the bank of said Creek it being the upper corner on the Creek of the thirty acres above described and said corner to two white oaks both cut down thence running S. 40 degrees W. 50 poles to two Burr oaks, thence 30 degrees W 38½ poles two Jacks oaks thence N. 40 degrees E. 56 poles to a forked Locust and Walnut on the bank of the Creek thence down the Creek with the meandus thereof to the beginning, and said John Porter Junr is further notified that unless he appear and plead answer or demur to said petition within Sixty days after the next Term of said Court Wm Porter administrator at the next Term after the expiration of said Sixty days will apply to said Court to take the matter of said petition as confessed and decree thereon accordingly By P. B. Cole his Atty Stephen M Lain one of the publishers of the Union Star a newspaper printed & in general circulation in the County of Union makes oath and says the notice hereto attached was published for six consecutive weeks previous to the Sitting of this Oct Term of this Court in said paper Sworn to in Open Court Nov. 5 1839 D. H Lee Clk Stephen M Lain

And afterwards to wit on the 17th day of May 1840 the following writ of partition issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command You that by the oaths of Wm B. Irwin Wm Babcock and Norman Chapman you cause the Lands and premises which were of John Porter late of said County decd to wit 42 acres bounded and described as follows to wit in the County of Union part of Survey No 5038 lying on the lower side of Daby Creek Beginning at two honey Locusts lower corner on the said Survey No 5038 and upper corner to Lucas Sullivant Survey No 3311 thence with Sullivants line thereof S. 53 W. 80 poles to a burr oak thence N. 53 E. 50 poles to two white oaks on the bank of Daby Creek thence down the same with the meandus thereof S. 50 E. 18 poles S. 83 E. 41 poles S. 40 E. 22 poles to the beginning containing 30 acres and also another tract of land of 12 acres situate in said County of Union part of Survey No 5038 lying on the west side of Daby Creek beginning on the lower corner on the Bank of the Creek it being the upper Corner on the Creek of the 30 acres above described and said corner is 2 White oaks both cut down thence running South 40 west 50 poles to two burr oaks thence 30 west 38½ poles to Jack oaks N. 40 E. 56 poles to a forked Locust and Walnut on the bank of the Creek. thence down said Creek with the meandus thereof to the place of beginning Have in actual view of the premises and the dower right of Hannah Porter Widow and relict of John Porter decsd, to apart and set off to her, and forthwith to make report of your proceedings to this Court Seal Witness James H Lee Clerk of the Court of Common Pleas at the Court House in Marysville this 17th day of May A.D. 1840 James H Lee Clk which said writ was endorsed as follows to wit I hereby certify that Norman Chapman William Babcock & Wm B. Irwin were sworn on the

above writ as the law directs this 20th day of May A.D. 1840 David Burnham A.B.
And afterwards to wit on the same day and year last aforesaid the said Commissioners made
return of their proceedings in the following manner (to wit)



May 20. 1840 In compliance with an order of a writ of partition in which we the undersigned were appointed commissioners to make partition and set off dower in the name of John Porter late of Union County Ohio after being duly sworn as the law directs after making actual Survey of the same and finding the amount to be forty three acres, appraise the same at five hundred and sixteen dollars and have set off to the widow for her dower ten and one fourth acres which we appraise at one hundred and seventy two dollars set off by the following bounds beginning at a buckeye on the bank of the brook, thence up a small run S. 53 W. 30 poles S. 74 W. 50 poles to the back line of the lot thence with said line N. 30 W. 19 poles to a bur oak thence N. 53 E. 52 poles to a white oak on the bank of the brook thence down the brook to the beginning as will appear from the annexed plat which dower occupying we appraise at thirty five dollars Wm B. Irwin Wm Gabriel Dr. Norman Chipman
And afterwards to wit on the 19th day of May 1840 On motion of the Court by Mr. Cole Counsel for the petitioner and upon producing the assignment of Dower and appraisement herein made by Wm Gabriel Wm B. Irwin and Norman Chipman under a former order of this Court It is ordered that the said Wm Porter proceed according to Law to sell the Real Estate in said petition described Subject to the said dower Estate and of the said Hannah Porter and upon the following terms To wit one third Cash in hand) one third in six months and the residue in one year with interest from the day of sale to be secured by mortgage on the premises And it is further ordered that the said Wm Porter Admr &c, make return of his proceedings in the premises to the next term of this Court to which time this cause is continued. And afterwards to wit on the 7th day of July 1840 the said Wm Porter made return of his proceedings upon said order in the words and figures following to wit In pursuance of an order made in this cause at the May Term of the Court of Common Pleas of Union County I sold to Jacob Fairfield at public auction on the 6th day of July inst between the hours of 10 o clock A.M. and 4 o clock P.M. on the premises the real Estate in said petition described Subject to the said dower Estate of the said Hannah Porter as herein before assigned for the sum of four hundred and seventy dollars one third in hand one third in six months and the residue in one year from this date having Given notice of said time and place of sale by advertising the same for four weeks successively prior to said day of sale in the Union Star a newspaper printed in said County of Union July 7. 1840 William Porter Admr of the Estate of John Porter decd
And afterwards to wit on the same day and year first herein aforesaid to wit on the 7th day of July 1840 On motion to the Court by Mr Cole Counsel for the petitioner and upon producing the return of the proceedings and sale made by the said petitioner as herein before ordered and the Court having examined

the same. and being satisfied that said sale has in all respects been legally made. It is ordered that the same be and hereby is approved and confirmed and that the said petitioner execute and deliver to said Purchaser a deed in fee simple for the real Estate so by him sold as aforesaid

Attest Nat. H. Gee Clk

Milo Skinner
vs
Edward P. Johnston

Pleas before his Honr Joseph R. Swan Esqr President and John Cassil & Nicholas Heathaway his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 6th day of July in the year of our Lord one thousand eight hundred and forty

Be it remembered that heretofore viz on the tenth day of May 1838 the complainant by W. C. Lawrence his atty filed the following bill in Chancery herein (to wit) To the Judges of the Union Com. Pleas July Term 1835

To the Judges of said Court in Chancery sitting. Your petitioner Milo Skinner of said County on the 18th day of December in the year one thousand eight hundred and thirty seven one Edward P. Johnston of said County of Union being seized or pretending to be seized of certain pieces or parcels of land lying in said County by his title Bond sold the same to your orator and bound himself his heirs &c to convey the same to your orator by good and sufficient deed of conveyance acknowledging the payment of the greater part of the purchase money in said agreement and the small balance not therein receipted your orator here charges that to have been fully paid to said Johnston by your orator long since. Your orator shows further that said pieces of land are known and described as parts of Survey No 3006 Virginia Military land and a part of lot 12 No 11 & lot No 1 by Subdivision containing 50 acres and 27 Rods, all which will more fully appear reference being had to said bond hereunto filed and made part of this bill, the courses courses and distances and bounds being fully set forth in said bond. Your orator further shows that in pursuance of said agreement your orator took possession of said parcels of land and has lasting & valuably improved the same by building a dwelling House outhouses barns clearing land and building fences thereon to the Amount in value of five hundred dollars by expending labor and money on said premises. Your orator further shows that he has repeatedly in a peaceable manner requested said Johnston to convey the same to your by good and sufficient deed of conveyance as by his said bond he is bound to do Yet the said Johnson neglects to convey the same to your orator and renders your orator no excuse for such neglect Your orator therefore prays that the said E. P. Johnston may be made defendant to this bill and that he may be compelled by mete and proper words to answer each and every of the allegations of this bill fully and perfectly and that on final hearing of this case Your Honors would order adjudge and decree said Johnston to convey the same to your orator and in default of said conveyance that said decree may operate in favor of your orator as such deed. And your orator prays other and further relief in the premises as may be equitable and agreeable to good conscience and your orator as in duty bound will ever pray &c

W. C. Lawrence Sol. for Comp't.

Said title bond above referred to reads in the words and figures following to wit Know all men by these presents that I Edward P. Johnston of the County of Union and State of Ohio am held and firmly bound unto Milo Skinner of said County and State in the just and full sum of four hundred dollars current money of the State of Ohio for the true payment of which I bind myself my heirs &c firmly by these presents

Witness my Hand & Seal this 18th day of December 1837. Whereas the said Edward P. Johnston heretofore to wit on the second day of November in the year 1834. did bargain and sell to John Shaver of the County & State aforesaid a tract or parcel of land in Mill Creek Township County and State aforesaid being part of a lot No 12 of Survey 3006. of the Virginia Military District Containing forty eight Acres and seventeen poles being one half of the aforesaid lot No 12, - Beginning at a beech & Ironwood, the NE. Corner of the aforesaid Lot No 12, and running S. 80° W 85 poles to a Stake, thence S 18 E. 91 poles to a Stake, thence E 80° N 85¼ poles to a Sugar and beech, being a Corner of Survey 3006. thence N 18 W 91 poles to the beginning, For and in Consideration of the said John Shaver Clearing and preparing for Tillage 23 acres 8½ poles of Land for the said Johnson the whole of which to be enclosed with a Rail fence seven rails in height with logs at the Bottom, Therefore and whereas the said Shaver heretofore viz on the 23d March 1835. did assign all his right title & Interest in & to the aforesaid bargained tract or parcel of land. of 48. acres 17 poles, bargained & sold by the said Johnson to the said Shaver unto Daniel Summers of the County and State aforesaid and whereas the said Summers heretofore to wit on the 10th day of July 1835 did assign all his right title & Interest in and to the Aforesaid tract or parcel of land of 48 acres 17 poles unto Milo Skinner of the County and State aforesaid and whereas the said Milo Skinner has Cleared prepared for Tillage & enclosed 23 acres 8½ poles of land in Conformity to the above mentioned agreement for the said Johnson, And whereas the said Johnson has this day bargained and sold to the said Skinner, a lot or parcel of land being a part of Lot No 1. of survey 3006. of the Virginia Military District aforesaid Beginning at a beech and Ironwood it being a corner of the aforesaid Lot No 12. & running S 18 E. 12 poles to a stake in the Middle of the State road. thence with said road N 34 degrees E. 8 poles to a Stake in the Aforesaid road. thence N 60 W. 8 poles & 36 links to the beginning, Containing, and now laid out, for one fourth of an Acre also one other lot or parcel of land being a part of Lot No 11. of the aforesaid survey & district Beginning at the aforesaid beech & Ironwood, & running N 82 W. 40 poles & 15 links to a Stake on the east line of Elijah Skinners lot thence S 31. E. 17. poles. to a Stake being the SE. corner of the said Elijah Skinners Lot, thence N 80 E. 32 poles to the beginning containing and now laid for One Acre & 130 poles, Now the Condition of the above Obligation is such that if the above bound Edward P Johnson his heirs &c. shall and do, well and truly make and deliver to the said Milo Skinner his heirs &c a good & sufficient Deed of Conveyance of all the above mentioned tract, parcels & lots of Land then the above obligation to be null and void otherwise to remain in full force and virtue in law and Equity

Edward P Johnston Seal

Test

T R Elgin,

And afterwards to wit on the 10th day of May 1838 The following writ of Subpoena issued against the said Defendant Johnson, State of Ohio Union County. SS. To the Sheriff of said County Greeting We command you to summons Edward P Johnson to appear before our Court of Common Pleas within and for the County of Union on the 18th day of July next to answer the matters and things set forth in a Bill in Chancery exhibited against him by Milo Skinner and this he shall in no wise omit under the penalty of One thousand dollars and have you then there this writ Witness James A Gill Clerk of said Court at the Court house this 10th day of May 1838.

James A Gill Clerk

And afterwards to wit on the 14th day of May 1838 The Sheriff made return of said writ of subpoena in the following words & figures, — "Served by delivering a Certified Copy to Defendant R Clark Sheriff May 14th 1838. And afterwards came the said Edward P Johnston and filed his Answer on the 10th day of Sept 1838. which Answer reads in the words & figures following to wit, "The Answer of Edward P Johnson to the bill of Milo Skinner filed in Union Com pleas & now pending therein Edward P Johnson now comes & for answer to said Bill Says that true it is in 1835 this respondent entered into an Agreement in writing under seal with Compt: by which Compt: was to Clear twenty three acres of land & eight rods & a half of the lands of respondent & to prepare it completely for the Plough, by cutting down & clearing off all timber eighteen inches in diameter & also all underbrush, old timber, &c. &c, & to deaden by belting or burning the living timber & to fence the whole with a good rail fence seven rails in height underlaid with logs within eighteen months from date of said written Obligation and on the Completion of Completed within the time, this respondent agreed to convey to Compt: forty six acres & 16 poles of land as set out in said Bill, & but in said bond about three or four acres more than the same to be Conveyed for Clearing, was agreed to be conveyed & for this the Dd Compt: gave this respondent a note payable on demand for about Eleven dollars another Note for about $125 but this respondent says and avers that the said Compt: has not done the said Clearing & fencing according to the Agreement embodied in said written obligation nor has he finished it all, as to this day, nor has he paid the amounts of said notes or tendered the same & so he has forfeited his said Agreement & all benefits to be derived from the same, this respondent therefore prays to be hereof dismissed with his Costs Edward: P Johnson
J. N. Powel. Sol for resp:
Edward P Johnson being duly sworn says that the matters stated in the above Answer of his ~~Certain~~ are true in Substance & fact according to the best of his Knowledge & belief sworn and subscribed before me July 1st 1838. John McCampbell J. P. ——
And afterwards towit on the 23d day of Oct 1838. Milo Skinner by W. D Lawrence his attorney filed herein his Replication, in the words & figures following towit, "Milo Skinner vs Edward P Johnson Union Com pleas in Chancery. And the said Milo comes & says that the matters & things set forth in his bill of Complaint are true in Substance & in matter of fact, and that the matters & things set forth in the answer of the said Defendant Contrary thereto are untrue and that he is ready to make appear, as by this Court shall be directed by W. D Lawrece his Solicitor ——
And afterwards on the 16th day of October A D 1838 this Cause was Called in Open Court, & thereupon ~~Cause~~ Continued,
And afterwards to wit on the 26th day of April A D 1839. This cause came on to be heard upon the bill Answer and Exhibits and thereupon the Court do find that the said Johnston is seized in fee simple of the premises described in the petition and his Estate therein is encumbered by the dower which the wife of said Johnston may have in said premises upon his decease And the Court do further find, that there is due said Johnston on said land which was to be paid upon a deed being Executed therefor the sum of one dollar and twenty five cents it is further found, that said Skinner is entitled to a deed for said premises free from incumberance of said ——

Johnston wife it is therefore ordered that this cause be
refered to Silas G Strong the master Commissioner to ascertain
the value of said encumberance and make his return of
proceedings herein to the next term of this Court unless a deed
duly executed and Acknowledged by said Johnston and
wife to said Skinner for said premises be deposited with the
Clerk of this Court within sixty days from this time and this
Cause is Continued for Report, And afterwards towit on the
12th day of July 1839. Silas G Strong ~~Special~~ Master Commis-
sioner in Chancery filed herein his Report in the words & figures
following: "Milo Skinner vs Edward P Johnston In Com Pleas
In Chancery In Pursuance with the decree of this Court at
the April Term 1839. I Silas G Strong Special Master Commissioner
in Chancery to whom reference was made Report that upon
Examination of the Exhibits filed in this Case it appears by
reason of default of Edward P Johnston in procuring the Sig
nature of his wife to the deed of Conveyance for the premises
mentioned, That said premises, are less in value to said Milo
Skinner to the sum of Forty Eight dollars all of which is Respect
fully Submitted Maysville July 12 1839. Silas G Strong Master
Commissioner in Chancery. And thereupon Edward P
Johnston. by J. N. Powel his Solicitor made Exceptions to the
foregoing Report in Manner following. "And now Comes the
said Johnston by Powel his Solicitor and takes exceptions
to the above report of the master Towit I That there was not
Sufficient evidence to justify the report II. That the Master has
allowed too much as Compensation for the said right of
Dower III That the report is Contrary to law and Equity
J. N. Powel Defts Sol: And afterwards towit on the 12th day of July
1839. This Cause was Continued at the Costs of Defendant
And it is ordered that Defendant pay the costs of this Term
within thirty days & in default that Execution issue therefor
And afterwards towit on the 21st day of May 1840. in this cause it
was ordered that the same be refered to Ransom Clark Special
Master Commissioner who at the request of either party on & Sub
sequent of the 5 day of July next is to proceed to take Testimony
and ascertain what damages the Complainant has sustained by reason
of the Claim of Dower which may be set up by the wife of the defend
ant (if any) to the land Claimed by the Compl: in his Bill, and make
report thereof to the next term of this Court & this cause is Continued.
And afterwards to wit, now on this day, to wit the day & year first
here in before written, This Cause Came on to be heard on the Bill,
Answer, Replication, Testimony, exhibits &c, & the Masters Reports &
Exceptions thereto, and was agreed by Counsel and the Court, on Consid
eration thereof, do sustain the exceptions to the Masters report and
thereupon do order, adjudge, and decree that the said Edward P
Johnson within thirty days, execute and deliver to Milo Skinner
a proper deed of Conveyance, with the usual Covenants of Warranty
and Seizin, Conveying land &c in the Bill and Contract des-
cribed to the said Skinner his heirs and assigns and in default
thereof that this decree operate as such Conveyance and the
Court finding that there is due from Complainant to Defen
dant the sum of One dollar and twenty five Cents part of the
Consideration Money due the said Defendant for the said
land It is therefore further ordered and decreed that the

said Skinner do within thirty days pay the last mentioned Summ of money to the said Johnston or his attorney and also the costs herein Expended taxed at $ and in default of the payment of either, that Execution issue therefor as upon Judgements at Law.

Attest James H. Gill Clerk

J R Lyman

Ira Reynolds.
vs
Alex. Pollock et al

Pleas before his Honor. Joseph R Lyman Esq President, John Cassil, Nicholas Hathaway & Silas B. Strong his associates Judges of the 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 15th day of October A.D. 1840.

Be it Remembered that heretofore towit on the fifteenth day of May A.D. 1840, Ira Reynolds by W. McLaurence his atty. filed herein his declaration in a plea of Complaint, in the words & figures following towit. State of Ohio Union County ss Union Com Pleas May Term 1840 Ira Reynolds Complains of Alexr Pollock impleaded with Thomas J Lewis & Wm Thorp & of Alexander Pollock but a - Be it remembered that heretofore towit on the fifteenth day of May in the year of our Lord one thousand Eight hundred and Forty — the Plaintiff by W. McLaurence his attorney sued out of the Clerks office of said Court the following writ of Summons towit State of Ohio Union County ss. To the sheriff of said County Greeting. We Command you to summons Thomas J Lewis Wm Thorp & Alexander Pollock to appear on the first day of Our next Term before the Judges of our Court of Common Pleas, in and for the County aforesaid at the Court House in said County to answer unto Ira Reynolds, in a plea of Complaint Damages $600.00 dollars and have you then there this writ Witness James H Gill Clerk of said Court House aforesaid this 15th day of May A.D. 1840 James H Gill Clerk suit Bro't on Defendants two several notes of hand each dated on the 26th September 1838. the one for $200. due thirty days after date the other for 240$ due Sixty days after date also for Goods sold and delivered on account stated &c W. McLaurence his attorney The sheriff thereupon the Sheriff made the following return upon said writ towit "served by delivering a certified Copy to Alexander Pollock Thomas J Lewis & Wm Thorpe not found R Clark Sheriff. And afterwards towit on the fifteenth day of June A.D. 1840 the Plaintiff by W. McLaurence his Attorney filed herein his Declaration in the following words and figures towit State of Ohio Union County ss Union Com Pleas May Term 1840. Ira Reynolds Complains of Alexr Pollock (impleaded with Thos J Lewis & Wm Thorp but as to whom the Sheriff has returned not found) in a plea of Assumpsit for that whereas the said Defendants on the 26th day of September A.D. 1838. at the County of Union made their Joint and promisory Note in writing and delivered the same to the said Plaintiff and thereby promised to pay to the said Ira Reynolds or order in thirty days after date which period has now elapsed two hundred dollars and the said Defendants then and there in Consideration of the premises promised to pay to the tenor and effect thereof. And also for that whereas the said Defendants on the 26 day of September 1838 at the County aforesaid were indebted to the Plaintiff in the further sum of five hundred dollars for the price and value of Goods then and there sold and delivered by Plaintiff to Defendants at their request and whereas the Defendants afterwards on the 27. day of September 1838 at the County aforesaid in Consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request yet

they have disregarded their promises and have not the said Several sums of money nor either of them or any part thereof to the damages of Plaintiff Five hundred dollars and therefore he brings Suit &c by W C Lawrence his attorney. And afterwards to wit on the 7th day of July A D 1840 this Cause was called in open Court and thereupon Continued And afterwards to wit, now on this day to wit the day and year first here inbefore written, towit the Sixth day of October 1840, Came the said Ira Reynolds by his attorney and the said Defendant through Solemly Called Came not but made default. Whereupon it is Considered, that the said Ira Reynolds ought to recover his damages by reason of the premises and neither party requesting a Jury and the Court being fully advised in the premises do assess the damages of the said Ira Reynolds to four hundred and Ninety dollars & thirteen Cents. It is therefore Considered that the said Ira Reynolds recover of the said Alexander Pollock (impleaded with Thos J Lewis & Wm Sharp the said sum of $490 13/100 his damages aforesaid in form aforesaid assessed together with his Costs in this behalf expended taxed to dollars and Cents.

James H Gill Clerk

R Lucas

Jeremiah Moore vs **Joseph C Phifer**

Be it Remembered that heretofore to wit on the fifteenth day of May 1840 Jeremiah Moore by W C Lawrence his attorney sued out of the Clerks office of said County, the following writ of Summons viz: "State of Ohio Union County ss. To the Sheriff of said County Greeting: — We command you to summons Joseph C Phifer, to appear on the first day of our next Term before the Judges of our Court of Common pleas in and for the County aforesaid at the Court House in said County to answer unto Jeremiah Moore in a plea of Debt $1300 damages $50. dollars and have you then there this writ. Witness James H Gill Clerk of said Court at the Court House aforesaid this 15th day of May A D 1840 James H Gill Clerk Endorsed "Suit brot on Defendants writing obligatory sealed with his seal and dated and delivered to plaintiff on the 29th day of August 1838 for $124.5 $900 of which was to be paid, on or before the 15th day of October next after the date thereof and $345 due on the first day of September 1839. also on defendants note of Hand dated on the 5th day of October 1839. and due on the 25th day of December 1839. for $41 65/100. also for goods sold and delivered an account stated &c W C Lawrence attorney for Plaintiff" and thereupon the Sheriff made the following return of said writ, viz. "Served by delivering a Certified Copy to Defendant R Blank Sheriff And afterwards to wit on the 15th day of June 1840 came the plaintiff by W C Lawrence his attorney and filed herein his Declaration in a plea of debt in the following words and figures viz. "Jeremiah Moore vs Joseph C Phifer Union Com pleas May Term 1840 State of Ohio Union County ss Jeremiah Moore complains of Joseph C Phifer in a plea of Debt for that whereas the Defendant on the 29th day of August A D 1838. at the County of Union made his Certain writing obligatory of that date sealed with his seal and now here to the Court shown and then and there delivered the same to the said plaintiff

Before his Honor Joseph R Lucas Esqr President John Cupid, Nicholas Hathaway and Silas Strong his associate Judges, of the Court of Common pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the Sixth day of October in the year of our Lord One thousand Eight hundred and Forty. — — — — — — — — — — — — — — — — — —

and thereby bound himself to pay to the said Plaintiff twelve hunred and forty five dollars & nine hundred dollars to be paid on or before the 15th of October next (meaning the next after the date thereof) three hundred and forty five dollars to be paid the first day of September 1839. which periods have now elapsed yet the said Defendant hath not paid the said Sums of Money or any part thereof. And also for that whereas the said Defendant on the 5 day of October 1839. at the County aforesaid made his certain promisory note in writing then and there delivered the same to the plaintiff and thereby bound himself to pay to the said Jeremiah Moore forty one dollars and 65/100 on or before the 25th day of December next meaning the next after the date thereof which period has now elapsed and the said Joseph then and there in Consideration of the premises promised to pay the amount of the said note to the said Plaintiff according to the tenor and effect thereof and also for that whereas the said Defendant on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of twelve hundred dollars for money found to be due from the defendant to plaintiff on an account then and there Stated between them yet the Defendant hath not paid the said several Sums of money or any part thereof nor either of them to the damage of the plaintiff $50. and therefore he brings Suit by William L Lawrence his attorney. And afterwards to wit on the Seventh day of July 1840. This Cause was Called in Open Court and thereupon Continued. And afterwards towit on this day, towit, the Sixth day of October in the year of Our Lord Eighteen hundred & forty, Came the Plaintiff by his Attorney and the defendant though solemly Called Came not but made default. Whereupon it is Considered that the Plaintiff ought to receive his debt against the said Defendant and his damages by reason of the detention thereof and thereupon, neither party requiring a jury and the Court being fully advised in the premises do find that the said Joseph C Phifer doth owe to the said Jeremiah Moore the sum of two hundred and forty three dollars and Eleven Cents and his damages by reason of the detention thereof to twenty four dollars and sixty four Cents therefore it is Considered that the said Plaintiff recover of the said defendant the said Sum of $243.11 his debt aforesaid and also the sum of $24.64 his damages aforesaid and also his Costs in this behalf expended taxed to dollars cents

James H. Lee Clerk

J R Swan

Levi Antrim
vs
Wm D. Smith,

Pleas before his honor Joseph R Swan Esqr President John Cassil, Nicholas Hathaway and Silas G Strong his associates. Judges. at a Court of Common pleas began and held at the Court House in the Town of Marysville County of Union and State of Ohio on the Sixth day of October in the year of our lord Eighteen hundred and Forty. — — — — — — — — — — — — — —

Be it remembered that heretofore to wit on the 15th day of May A.D. 1840. the plaintiff filed herein his transcript from the docket of James Turner Esqr a Justice of the peace, within and for said County which transcript reads in the words and figures following viz:

State of Ohio Union County ss Justice Docket entry

Levi Antrim vs Wm D Smith } Writ Brot on Account as bill filed amount $50.00 March 6 1840. Summons issued to Abel Marks Constable returnable on the 10th at 3 O Clock P.M which was returned endorsed Served by reading

Justice cost Summons	12½	
Satisfaction	10	
Swearing 4 Witnesses	16	
Judgement	25	

Bail — 25 } fee 15 March 10th 1840 parties appeared, Defendant
Transcript 31¼ } filed his bill as offset, Trial had R L Broome, Stephen
Total $1.19 } McLain Wm Rofs & W McLaurence sworn and examined
after hearing the testimony the Defts offset was allowed to the amount of
$44.57. It is therefore considered by me that the plaintiff recover of Defend
ant a judgement for the same of five dollars forty three cents and costs
of Suit Defts attorney gave notice of appeal. In the Suit of Levi Antrim
vs W D Smith I W McLaurence do acknowledge myself bail for Deft for
an appeal in the sum of fifty dollars to be levied on my goods and Chat
tles Lands and tenements if in the case of said William D Smith fail
to pay the above Judgements and costs and costs that may accrue in
the Court of Common pleas. Signed Wm McLaurence, taken signed
and Acknowledged before me this 10th day of March AD 1840 —
James Turner J. P. I Certify the above to be a correct copy of the proce
dings had before me in the above case given under my hand and
Seal this 15th day of May AD 1840. James Turner J P. Seal, And after
=wards towit, on the Seventh day of July 1840. filed herein his declaration
which reads in the words and figures following towit, Court of Common
pleas May Term 1840. Union County ss Levi Antrim by Powel his Attorney
Complains of Wm D Smith in a plea of Assumpsit for that whereas. here
tofore towit on the first day of January 1840. at Union County the
said Smith was indebted to the plaintiff in the sum of fifty dol
=lars for the use and occupancy of a lot of land & house and other
tenements thereon situated in the said County which he the said
defendant by the consent and permission of the said plaintiff
before that time obtained at the request of the said defendant and
being so indebted he the said defendant in consideration thereof
afterwards to wit on the said day and year last aforesaid at Union
County aforesaid undertook & there & there promised to pay the plaintiff
the said sum of money when he should be thereto afterwards requested,
yet the said defendant though often requested so to do has not as yet
paid the sum of fifty dollars or any part thereof to the damage of the
plaintiff 75 dollars and therefore he brings suit &c W Powel Attf's Atty
And thereupon came the defendant by W McLaurence his attorney
and made Answer to plaintiffs said Declaration, in the words and
figures following viz. W D Smith vs Levi Antrim May Term Court of
Common pleas. in Union County 1840. And the said W D Smith comes
and defends &c and says that he did not assume and promise —
in manner and form as the plaintiff hath declared against him and of
this he puts himself upon the Country and the Plaintiff doth the like
by W McLaurence his Attorney. The Plaintiff will take notice that on
the trial of the above cause Deft will give in Evidence and in
sist that the plaintiff after the Commencement of this suit
was and still is indebted to the Defendant in the sum of 50 $ for the price
and value of work before that time done and materials for the same
provided by the Defendant for the Plaintiff and at his request, and
also in the sum of fifty dollars for money found to be due
from the plaintiff on an account stated between them and
in the further sum of ten dollars due the defendant from the
plaintiff on plaintiffs note of hand given to James Showers on the
29 day of January 1839 for Eight dollars and 75 to due one day af
=ter date and payable to J Showers or bearer and which note for
a fair consideration had come into the hands of Defendant
and that on trial Defendant will set off so much as may appear to be
due plaintiff and take judgement on the ballance W McLaurence atty for Deft

Afterwards towit on the 7th day of July AD 1840 this cause was Called in open Court & thereupon Continued And afterwards towit now on this day towit the 8th day of October AD 1840 Came the parties by their attornies and Submitted this Cause to the Court upon the issue Joined between the parties and the Court being fully advised in the premises do find that the said W D Smith did affirm and promise in manner and form as the said Levi Antrim has Complained against him and they assess the damages of the said Plaintiff by reason thereof to thirty Eight dollars and the Court do further say that the said Levi Antrim is indebted to the said W D Smith in the sum of thirty Eight dollars parcel of the sum of money demanded by the said Defendant in his notice of setoff and thereupon the Court do find that there is a ballance due from the said Levi Antrim to the said W D Smith of Six dollars and Eighty five Cents after allowing and accrediting to the said Levi Antrim the said sum of thirty Eight dollars his damages in form aforesaid assessed wherefore it is Considered that the said W D Smith recover of the said Levi Antrim the said sum of Six dollars and Eighty five Cents the ballance aforesaid, by the Court found due to him and also his costs in this behalf expended taxed to dollars Cents and thereupon on motion of Defts Counsel $6.85 is remitted of the above Judgement.

James H. Lee Clerk

Samuel Kirk vs Joseph C. Phifer & David M Hathaway

Pleas before his honor Joseph R Swan Esqr. President John Cassil Nicholas Hathaway & Silas G Strong his associate 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 Sixth day of October in the year of our Lord One thousand Eight hundred and Forty. " " " " " " " " " " " " " "

Be it remembered that heretofore towit on the 19th day of May AD 1840 Saml Kirk took out of the Clerks office of said Union County the following writ of Summons viz. State of Ohio Union County ss. To the said Sheriff of said County Greeting. We Command you to summon Joseph C. Phifer and David M Hathaway to appear forthwith before the Judges of our Court of Common pleas in and for the County aforesaid at the Court House in said County to Answer unto Samuel Kirk in a plea of assumpsit Damages $600.00 dollars and have you then there this writ Witness James A Gill Clerk of said Court at the Court House aforesaid this 19th day of May AD 1840 James A Gill Clerk, endorsed sum to be indorsed upon a promissory Note for $353.80 dated March 9th 1840 and payable on demand with interest to Hiram Beal or bearer and by him delivered to plaintiff also for goods sold and delivered work and labor done money lent and advanced paid and laid out and expended had and received and upon an account stated Buck and Gilbert atty for Plaintiffs, and thereupon the Sheriff made return of said Writ. in the following words towit served by delivering a Certified Copy to each Defendant R Leland Sheriff And afterwards towit on the twentieth day of May AD 1840 the said plaintiff by Buck and Gilbert his attornies filed herein his Declaration which doth Read in the words and figures following to wit. State of Ohio Union County Court of Common pleas of the Term of May One thousand Eight hundred and forty Union County ss Samuel Kirk plaintiff in this suit by Buck and Gilbert his attornies Complains of Joseph C Phifer and David M Hathaway Defendants this suit of a plea of Trespass

on the Case upon promises &c for that whereas the said Phipps and the said Hathaway by the name & style of D M Hathaway heretofore to wit on the 9th day of March One thousand Eight hundred and forty at Marysville in the County of Union and State of Ohio and within the jurisdiction of this Court made their Certain promisory Note in writing bearing date the day and year aforesaid and thereby then and there for value received they or either of them promised to pay William Beal or bearer the just sum of three hundred & fifty ~~dollars~~ three dollars and eighty Cents on demand with interest till paid, and then and there delivered their promissory Notes to the said William Beal and the said William Beal then and there delivered the said promisory Note to the said plaintiff by means whereof and by force of the Statute in such Cases made and provided the said Defendants then and there became liable to pay to the said plaintiff the said sum of Money in the said promisory note specified according to the tenor and effect of the said promisory Note, and being so liable they the said Defendants in Consideration thereof afterwards to wit on the day and year aforesaid at Marysville aforesaid in the County and State aforesaid undertook and then and there promised the said plaintiff to pay said sum of money in the said promisory note specified according to the tenor and effect thereof, and yet the said Defendants although often requested so to do have not or has either of them paid the said sum of money in the said promisory note specified or any part thereof to the said William Beal or to the said plaintiff but the said Defendants to pay the same, have hitherto wholly neglected and refused and still neglect and refuse so to do, And whereas also, the said Defendants, to wit, on the first day of April in the year of our Lord one thousand Eight hundred & forty in the County aforesaid were indebted unto the plaintiff in the further sum of Six hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the Defendants at their request also in the further sum of Six hundred dollars for work and labor then and there done and materials for the same provided by the plaintiff for the Defendants at their request Also in the further sum of Six hundred dollars for so much money then and there by the plaintiff lent and advanced to and paid laid out and expended for the Defendants at their request also in the further sum of Six hundred dollars for so much money then and there had and received by the Defendants for the use of the plaintiff, and also in the further sum of Six hundred dollars found to be due from the Defendants to the plaintiff on an Account then and there stated between them and so being indebted the said Defendants in Consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then & there promised the plaintiff to pay the aforesaid sums of Money when thereunto afterwards requested so to do yet the said Defendants have not nor has either of them although often afterwards requested, paid the said several sums of Money or any part thereof to the plaintiff but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the plaintiff of Six hundred dollars and therefore he brings Suit &c Bonsall and Gilbert attorneys for Plaintiff — — — — — — — — — — — —

And afterwards to wit on the 7th day of July A.D. 1840 this Cause was called in open Court and thereupon Continued.

And Afterwards to wit now on this day to wit the 5th day of October in the year of our Lord One thousand Eight hundred and Forty Came the plaintiff by his attorney and the Defendant though Solemnly Called Came not but made default

Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the promises and neither of the parties requesting a jury and the Court being fully advised in the promises doth assess the plaintiffs damages to three hundred and sixty four dollars and twenty four cents therefore it is considered that the the said plaintiff recover of the said Defendant said sum of $364.24 his damages aforesaid in form aforesaid assessed together with his Costs in this behalf expended taxed at dollars and cents

James H. Lucklin

J Rynn

Samuel B Coomer
vs
David Burnham

Plea before his Hon Joseph R Swan Esqr President, John Cassil Nicholas Hathaway & Silas St drong his associates Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville on the Sixth day of October in the year of our Lord Eighteen hundred and Forty

Be it remembered that heretofore to wit on the twentieth day of May AD 1840. Samuel B Coomer by Moses B Corwin his Attorney sued out of the Clerks office of said Court a writ of Summons in the following words and figures towit. State of Ohio Union County ss To the Sheriff of said County Greeting We Command you to Summon David Burnham to appear forthwith before the Judges of the Court of Common Pleas in and for the County aforesaid at the Court House, in said County to answer unto Saml B Comer in a plea of the Case damages $300.00 dollars and have you then there this writ Witness James A Gill Clerk of said Court at the Court House aforesaid this 20th day of May AD 1840. James A Gill Clerk. endorsed This writ is brought to recover the Amount due the plaintiff as heir and devisee of John Bear deceased which Amount of Money is now in the hands of the Defendant as Executor of the last will and Testament of John Bear deceased M B & J A Corwin for Plaintiff Thereupon The Sheriff made return of the said Writ with the following Service, viz Served by delivering a Certified Copy to Defendant R Clark Sheriff And afterwards towit on the 21st day of May AD 1840 the said Plaintiff by his attornies filed herein his Declaration on the Case which Declaration reads in the words and figures following, viz. The State of Ohio Union County court of Common pleas of the Term of May in the year of our Lord Eighteen hundred and forty Union County ss David Burnham was summoned to answer unto Samuel B Coomer in a plea of trespass on the Case and thereupon the said plaintiff by M B & J A Corwin his attornies complains for that whereas the said Defendant on the first day of August in the year of our Lord Eighteen hundred and thirty nine at Union County Aforesaid was indebted unto the said plaintiff in the sum of three hundred dollars for so much money before that time had and received by the Defendant to and for the use of the plaintiff and being so indebted to the said Defendant afterwards towit on the same day and year aforesaid at the County aforesaid undertook then and there faithfully promised said plaintiff to pay him said sum of Money when he shall be thereto afterwards requested, nevertheless the said Defendant altho often requested the said sum of three hundred dollars to him the said plaintiff hath not yet rendered

L.S.

~~deserved~~ or paid nor any part thereof but the same is or any part thereof to him the said Plaintiff he the said Defendant hath hitherto wholly refused & still doth refuse to the damage of the said Plaintiff in the sum of three hundred dollars and therefore he brings Suit W R & J A Corwin Atty for Pltffs And afterwards to wit on the 23d day of September A D 1840. Came the Plaintiff by W to Lawrence his Attorney and filed herein his answer in the words and figures following to wit. David V Burnham vs Samuel V Comer Union Com Pleas May Term 1840. And the said David V Burham Comes and defends &c and says that he did not upon promise in manner and form as the said Samuel hath declared against him and of this he puts himself upon the Country and the Pltff doth the like by W to Lawrence his attorney And afterwards to wit on the morrow on this day to wit the 7th day of July A D 1840. Came the parties by their attornies and submit this Cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do find that the said David V Burnham did apromise and promise in manner and form as the said Samuel V Comer hath complained against him and they assess the damages of the said S V Comer by reason thereof to One hundred and thirty four dollars and seventy five Cents Therefore it is considered that the said Samuel V Comer recover of the said David V Burnham the said sum of $134.25 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at dollar ~~Cents~~ Cents

James H. Gill Clerk J R Swan

Christian Goul vs Stephen McLain } Pleas before his honor Joseph R Swan Esqr President, John Carrel Nicholas Hathaway and Silas D Strong his associates, Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville County of Union and State of Ohio, on the Sixth day of October in the year of our Lord one thousand Eight hundred & forty " " " " " " " " " " " "

Be it remembered that heretofore to wit on the 7th day of July A D 1840 Christian Goul by W to Lawrence his attorney sued out of the Clerks office of said County his writ of Summons in the following words and figures to wit "State of Ohio Union County ss To the Sheriff of said County Greeting We Command you to Summon Stephen McLain to appear forthwith before the Judges of our Court of Common Pleas in and for the County of Union aforesaid at the Court House in the said County to answer unto Christian Goul in a plea of Assumpsit Damages $300.00 dollars and have you there this writ. Witness James H Gill Clerk of said Court at the Court House aforesaid this 7th day of July A D 1840 James H Gill Clerk Endorsed "Suit brot on defendants note of hand given to plaintiff on the 9th day of January 1838 and due One day after date for two hundred dollars also for goods sold and delivered &c W to Lawrence Atty for Pltff. on which said Summons the Sheriff made the following return. viz. Served by Delivering a Certified Copy to Defendant. R Lolach Sheriff And afterwards to wit on the 27th day of July A D 1840 the plaintiff by W to Lawrence his attorney filed herein his Declaration, which reads as follows to wit State of Ohio Union County ss. Court of Common Pleas July Term 1840. Christian Goul Complains of Stephen McLain in a plea of Assumpsit for that whereas the said Stephen McLain on the 9th day of January 1838 at the County of Union aforesaid

L.S.

made his promisory note in writing and delivered the same to Christian Gowl and thereby promised to pay to the said Christian Gowl two hundred dollars in one day after date thereof which period has now elapsed and the said Stephen McLain there and there in Consideration of the premises promised to pay the amount of the said note to the said Ch Gowl according to the tenor and effect thereof yet the said Stephen McLain has disregarded his promises and has not the said sum of money nor any part thereof to the damage of the plaintiff 300$ and therefore he brings suit &c by M=Lo Lawrence his attorney. And afterwards towit now on this day towit the Seventh day of October in the year A D Eighteen hundred and=Forty Came the plaintiff by his attorney and the Defendant being Solemnly called Came not but made default whereupon it is Considered by the plaintiff ought to recover by ~~asses~~ of his damages. by reason of the premises; and neither of the parties requesting a jury and the Court being fully advised in the premises - do as to the plaintiffs damages to two hundred and=thirty three dollars, therefore it is Considered that the plaintiff recover of the Defendant the said sum of $233..00 his damages so assessed & also his Costs in this behalf expended taxed to dollars Cents— And by order of the plaintiffs Attorney twelve dollars are remitted on the above judgement.

James H Lee Clerk

Harrington & Davis
vs
Charles Miller.

Pleas before his honor Joseph R Swan Esqr President John Cahil Nicholas Hathaway & Silas L Strong his associates Judges. at a Court of Common pleas. began and held at the Court House in the Town of Marysville County of Union and State of Ohio. on the 5th day of October in the year of our Lord one thousand eight hundred and Forty

Be it remembered that heretofore to wit on the tenth day of February A D 1840 filed herein his transcript from the docket of James Aert a justice of the Peace in & for said County which transcript reads in the words and figures following towit Harrington & Davis vs Charles Miller August 9. 1839. Suit for

Debt	$31.31	on an account for merchandize at sundry times as in bill filed for $31.31. the Defendant appeared without process and Confessed a judgement on the aforesaid account It is therefore Considered by me. that the plaintiff recover of the Defendant a judgement for thirty One dollars thirty One Cents debt and twelve & one half Cents Costs August 9. 1839. fifa issued to Const Baughman for Debt & Costs fifa returned endorsed no property found whereon to levy this 9th day of Sept 1839. fees
Plaintiffs Costs		
Judgement	12½	
Defendants Costs		
Satisfaction	10	
fifa	25	
Com fee	15	
Transcript	32	
	32.24 3/3	
	9 3/4	15 Cents J Baughman Const— It has been suggested

to me by the plaintiff that the Defendant is possessed of lands and tenements Decr 9th 1839. I Aord J.P. State of Ohio Union County Liberty Township do hereby Certify that the above is a full and true Copy from my Docket of the proceedings had by and before me in the above Cause James Aord J P of the Township aforesaid ——

And afterwards towit on the 10th day of February 1840 the said Harrington and Davis sued out of the Clerks office of said County the following writ of Scira Facias towit: The State of Ohio Union County ss To the Sheriff of said County Greeting whereas Harrington & Davis on the 9th day of August 1839. recovered a judgement before James Aert one of the Justices of the Peace within & for the said County of Union for the sum of thirty One dollars and thirty One Cents damages and 12½ cents Costs

against Charles Miller upon which said Judgement an Execution was issued by the said James Herd and returned no goods found wherein to levy and it having been suggested to the said James Herd that the said Charles Miller is possessed of lands and tenements as appears by a transcript of said Judgements and proceedings filed in our Court of Common Pleas within and for the said County of Union We therefore Command you that you make known to the said Charles Miller to appear before our said Court of Common Pleas on the first day of their next Term to show Cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgement and further to do and receive what soever our said Court shall in that behalf consider and have you then there this writ. Witness James A Gill Clerk of said Court at the Court S.S. House aforesaid this 10th day of February AD1840 James A Gill Clerk And thereupon the said Sheriff made return of said writ with the following service endorsed thereon Court served by delivering a Certified Copy to Defendant R Clark Sheriff. And afterwards to wit on the 19th day of May AD1840 this Cause was Called in open Court & thereupon Continued And afterwards ~~to wit~~ on the 9th day of July AD1840 this Cause was called in Open Court and Continued

And afterwards to wit Now on this day to wit the Sixth day of October AD1840. Came the Plaintiff and the Defendant in this Case is ruled to Show Cause by tomorrow morning 9 Oclock why Plaintiffs should not have their Execution against his Lands and tenements And afterwards to wit on the Seventh day of October in the year of our Lord Eighteen hundred & Forty Came the said Plaintiffs by their atty and the said Defendant still failing to appear and plead although heretofore ruled so to do Wherefore it is considered, that Plaintiff ought to have his execution against the lands and tenements of the said Defendants and neither of the parties requesting a jury writ of Inquiry and the Court being fully advised in the premises do find that the said defendant doth owe to the said plaintiffs the sum of thirty ~~four~~ two dollars and twenty five Cents and they assess the damages by reason of the detention of said debt to three dollars and twenty five Cents and costs hereof taxed at dollars Cents

Attest Jas W. Gill Clerk

JRSpwm

Harrington vs Davis
assignee of Isaac Sharp
vs
Charles Miller

Pleas before his honor Joseph R Swan Esqr President John Cassil, Nicholas Hathaway, & Silas B Strong his associates, Judges, at a Court of Common pleas began and held at the Court House in the Town of Marysville County of Union and State of Ohio, on the Sixth day of October in the year of our Lord One thousand Eight hundred and forty. — — — —

Be it remembered that heretofore to wit on the tenth day of February in the year AD Eight hundred & forty, Davis & Harrington & Davis filed herein their transcript from the Docket of James Herd a justice of the peace in and for said County, which transcript, reads in words & words following, towit. Harrington & Davis assignee of Isaac Sharp vs Charles Miller, Mar 26.1839. Suit brot on a note of $4.50 due one day after date dated March 26. 1839. and signed Charles Miller Mar 26. 1839. Summons issued to Wm. Vaughan for appearance on the 4th day of Dec at 1 Oclock

Debt — —	$4.68	
Plaintiff Costs		
Summons	.12½	

Judgement	12½	P M Decr 4th 1839. Summons in due time endorsed
Cons. fees	27½	Served Novr 30 by Copy. this 3d day of Decr 1839—
Defts Const		fees 27½ cts J Bongham Const. Defendant ap-
Satisfaction	10	peared but made no defence. It is therefore
fifa	25	Considered by me that the plaintiffs recover
Cons fee	15	of the Defendant a judgement for four dollars
Transcript	31¼	Sixty Eight cents and his Costs herein taxed
	1.33¾	at fifty two & a half cents Decr 6th 1839. fifa
	6.01	issued to Cons. Bargham for debt & Costs.

Fifa returned, endorsed no property found whereon to levy this 6th day of January 1840. fees 15 cents the plaintiff has land subject to execution J. Bongham Const. State of Ohio Union County Liberty Township ss. I do hereby certify that the above is a full and true Copy from my Docket of the proceedings had by and before me in the above Cause James Herd J P of the Township aforesaid — — —

And afterwards towit on the tenth day of February AD 1840. the said Harrington & Davis sued out of the Clerks office of Union County the following writ of scira facias. towit, The State of Ohio Union County ss. To the Sheriff of said County Greeting. Whereas. Harrington & Davis assignees of Isaac Sharp on the fourth day of December 1839. recovered a judgement before James Herd one of the Justices of the peace within and for the said County of Union for the sum of Four dollars and Sixty Eight Cents as his debt and fifty two & half Cents Costs against Charles Miller on which said judgement an execution was issued by the said James Herd and returned no property found whereon to levy and it having been suggested to the said James Herd that the said James Herd, Charles Miller is possessed of lands and tenements as appears by a transcript of the said judgement & proceedings filed in our Court of Common pleas within and for the said County of Union. we therefore command you that you make Known to the said Charles Miller to appear, before our said Court of Common pleas on the first day of their next Term to show Cause if any there be why execution should not issue against his lands and tenements to satisfy said Judgements and further to do and receive whatsoever our said Court shall in this behalf Consider, and have you then there this writ Witness James A Gill Clerk of said Court at the Court House aforesaid at Marysville, this 10th day of February AD 1840 James A Gill Clerk

And thereupon the Sheriff made return of said writ with the following Service endorsed thereon: "Served by delivering to defendant a Certified Copy R Clark Sheriff" — — — — — — — — — — — —

And afterwards towit on the 19th day of May AD 1840. this Cause was Called in Court & Continued, And afterwards to wit on the Seventh day of July AD 1840 this Cause was Called in Open Court and thereupon Continued

And afterwards towit ~~now on this day towit the Sixth~~ on the 5th day of October AD 1840. Came the plaintiff & the Defendant in this case is ruled to show Cause by to morrow morning 9 OClock Why the Pltffs should not have their execution against his lands and tenements to —

And afterwards to wit now on this day towit the Seventh day of October in the year of Our Lord Eighteen hundred and Forty Came the said Plaintiffs by their attorney and the said defendant having failed to appear and plead although ruled so to do Whereupon it is Considered that the said plaintiffs ought to have their execution against the lands and tenements of the said Defendant and neither of the parties requesting a writ of inquiry and the Court being fully advised in the premises do find that the said defendant doth owe unto the said plaintiff the sum of Six dollars and One cent and they

apefs the damages of the said folaintiffs by reason of the detention of said debt to thirty Cents and Costs hereof taxed to
dollars Cents
Attest James H. Gill Clerk

Ada Taylor & Eliza his Wife
David Burnham

Pleas before his honor A R Swan Esqr. President. John Cassil Nicholas Harkaway & Silas G Strong. his asso ciates Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville County of Union and State of Ohio on the fourth day of October in the year of our Lord One thousand Eight hundred and Forty — — — — — — — — — — — —

Be it remembered that heretofore to wit on the 20th day of May A D 1840. Ada Taylor by M B & J A Corwin his attorney sued out of the Clerks office of this County the following writ of Summons viz State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summons David Burnham to appear forthwith before our Court of Common Pleas. in and for the County aforesaid at the Court House in said County to an swer unto Ada Taylor & Eliza Taylor his wife in a plea of the Case Damages $300.00 dollars and have you then there this writ Witness James A Gill Clerk of said Court at the Court House aforesaid this 20th day of
S.S. May A D 1840. James A Gill Clerk, endorsed. This suit is brought to re cover the Amount due the plaintiffs or heirs & demises of John Baerdes which amount of money is now due in the hands of the defendant as Executor of the last will and testament of said John Baer deceased M B & J A Corwin attorneys for plaintiffs And thereupon the sheriff made return of said writ with the following service endorsed thereon, viz. Served by delivering a Certified Copy to Defendant R Clark Sheriff And afterwards to wit on the 21st day of May A D 1840 Came the Plaintiff by M B & J A Corwin his attorney's and filed herein his Declaration in the words and figures following. viz. State of Ohio Union County Court of Common Pleas of the Term of May in the year of our Lord Eighteen hundred & forty Union County ss David Burnham was summoned to An swer unto Ada Taylor & Elizabeth his wife in a plea of Trespass in the Case and thereupon the said plaintiff by M B & J A Corwin their Attorneys Complain for that whereas the said defendant on the first day of Aug ust in the year of our Lord Eighteen hundred and thirty nine at Union County aforesaid was indebted to the said plaintiff in the sum of three hundred dollars for so much money by the said Defen = dant before that time had and received to and for the use and benefit of the plaintiffs & being so indebted he the said defend ant in Consideration thereof afterwards to wit on the same day & year aforesaid at the County aforesaid undertook and then and there faithfully promised the said plaintiffs to pay them said sum of Money when he should be thereto afterwards requested never the less the said Defendant although requested the said sum of three hundred dollars to them the said plaintiffs hath not yet rend ered or paid nor any part thereof but the same to pay or any part thereof to them the said plaintiff he the said Defendant hath hither to wholly refused and still doth refuse to the Damage of the said Plain tiffs in the sum of three hundred dollars & therefore they bring Suit &c. M B & J. A Corwin attys And afterwards to wit on the 4th day of July A D 1840. this Cause was called in Open Court and there upon Continued. And afterwards to wit on the twenty third day of September A D 1840 David Burnham by Wm Sawmen his atty

filed herein his Answer in the words and figures following to wit David Bunham vs Asa Taylor & Elizabeth his wife Union Com plea's May Term 1841. And the said David Comes and defends &c and says that he did not asume and promise in manner and form as the plaintiffs have declared against him and of this he puts himself upon the Country and the plff doth the like by Mr. Laurence his attorney. And afterwards to wit now on this day towit the Seventh day of October in the year of our Lord Eighteen hundred and Forty came the parties by their attornies and submit this cause upon the issue Joined between the parties and the Court being fully advised in the premises do find that the said David Bunham did asume and promise in manner and form as the said Asa Taylor and wife have complained against him and they assess the damages of the said Asa Taylor & wife by reason thereof to one hundred and twenty five dollars to be discharged on the pay ment of ninety one dollars and thirty seven cents and that sum being due in equity therefore it is Considered that the said Asa Taylor & wife recover of the said David Bunham the said sum of Ninety one dollars and thirty seven cents their damages aforesaid in form aforesaid assessed and also their Costs in this behalf expended taxed at dollars cents

Attest James M. Gill Clerk

Jason D. Taylor & Wife vs David Burnham } Pleas before his Honor Joseph R Swan Esqr President. John Cassil Nicholas Hathaway and Silas L Strong his associates, Judges, at a Court of Common pleas began and held at the Court House in the Town of Marysville County of Union & State of Ohio, on the 7th day of October in the year of our Lord Eighteen hundred & Forty. Be it remembered that heretofore to wit on the 20th day of May AD 1840 Jason D & Polly Taylor by M B & J A Corwin their attornies sued out of the Clerks office of said County their following writ of Summons viz. "State of Ohio Union County ss To the Sheriff of said County Greeting, we Command you to summon David Bunham to appear forthwith, before the judges of our Court of Common pleas in and for the County aforesaid at the Court House in said County to Answer unto John D Taylor & Polly his wife in a plea of the Case damages $300,00 dollars and have you then there this writ Witness James A Gill Clerk of said Court at the Court House afore said this 20th day of May AD 1840. James A Gill Clerk Endorsed This suit is brought to recover the Amount due the plaintiffs as heirs and Devisees of John Bear deceased which Amount of money is now in the hands of the defendant as Executor of the last will and testament of said John Baer deceased M & J A Corwin Attorneys for Plaintiffs and thereupon the Sheriff made the following return of said writ viz Served by Defendant delivering a certified Copy to Defendant R Clark Sheriff And afterwards to wit on the 21st day of May AD 1840 the plaintiffs by their attorneys filed herein their Declaration in the following words and figures towit The state of Ohio Union County Court of Common pleas of the Term of May in the year of our Lord Eighteen hundred and Forty Union County ss David Bunham was summoned to answer unto Jason D Taylor & Polly his wife in a plea of Trespass on the Case &c and there fore the said plaintiffs by M B & J A Corwin their attornies Com plain

for that whereas the said defendant on the 1st day of August in the year of our Lord Eighteen hundred & thirty Nine at Union County afore said was indebted to the said plaintiffs in the sum of three hundred dollars for like sum of money before that time had and received by the defendant to and for the use and benefit of the plaintiffs and being so indebted he the said defendant in Consideration thereof afterwards towit on the same day and year aforesaid at the County aforesaid undertook and them & there faithfully promised the said plaintiffs to pay them the said sum of three hundred dollars when he should be thereto afterwards requested nevertheless the said defendant all the often requested the said sum of three hundred dollars to them the said plaintiffs but not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said plaintiffs he the said defendants hath hitherto wholly refused and still doth refuse to the damage of the said plaintiff in the sum of three hundred dollars and therefore they bring Suit &c
Wm Bf & A Cowin Attornies And afterwards to wit on the Eighth day of July A.D. 1840 this Cause was Called in open Court & Continued and afterwards towit on the twenty third day of September A.D. 1840 Came the Defendant by Wm Lawrence his attorney & filed herein his answer in the words & fignes following towit David Burnham vs Jason Saylor & Polly his wife Union Com pleas May Term 1840 And the said David Burnham Comes & defends &c & Says that he did not assume and promise in Manner & form as the plaintiffs have declared against him and of this he puts himself upon the County and the said plaintiffs do the like by Wm Lawrence his Atty And afterwards towit, now on this day towit the Eighth day of October A.D. 1840 Came the parties by their attorneis and submit this Cause upon the issue joined between the parties and the Court being fully advised in the premises do find that the said David Burnham did assume and promise in manner and form as the said Jason Saylor & wife have complained against him and they assess the damages of the said plaintiffs by reason thereof to one hundred and thirty four dollars and twenty five Cents Therefore it is Considered that the said Jason Saylor and wife recover of the said David Burnham the said sum of one hundred and thirty four dollars & twenty five Cents their damages aforesaid in form aforesaid assessed together with their Costs in this behalf expended taxed at

dollars Cents

James M. Gill Clerk

John Gibson
vs
Stephen V. Miller &
Stephen McCain

Pleas before his honor Joseph R Swan Esqr. President and John Cupid Nicholas Hathaway and Silas G Strong his associates Judges at a Court of Common pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 19th day of May in the year of our Lord One thousand eight hundred and thirty Nine. Be it remembered that heretofore to wit on the 23d day of April A.D. 1839. the plaintiff filed his Transcript from the docket of James Turner Esqr a Justice of the peace for said County which reads in the words and figures following towit. The State of Ohio Union County, Paris Township Docket entry.

John Gibson
vs
Stephen V Miller &
Stephen McCain

Suit Brought on order Nov 28. 1838
Summons issued to Marks Constable returnable on the 4th day of Dec 1838 at 2 OClock PM on said day which was returned in due time

Debt $ 32.50
Justices Costs
Summons 12½
Subpoena 41
Satisfaction 10
Swearing Witness 24
Trial 25
Transcript 31
1.43¾

by said Constable endorsed served by reading to Stephen McLain Stephen S Miller not found Constables Costs 10 cents Subpoena issued to A Marks Constable by order of Plaintiff for Peter Wilmoth Josiah Gabriel Robert Gibson Levin Gibson which was returned by said Cons endorsed served by reading to Peter Wilmoth Robt Gibson Levin Gibson Josiah Gabriel not found Mileage vf. 45 A Marks Const by order of defendant McLain Subpoena issued to A Marks Const for John Sandsdown Lord Dathrop, which was returned by said Constable endorsed served by reading to witness Service & Mileage $0.55 A Marks Const Decr 4 1838. parties & witness appeared Trial had Robt Gibson Peter Wilmoth Levin Gibson John Sandsdown John T Kinney P Blake sworn & examined after hearing testimony Judgement is rendered against Deft McLain for the sum of thirty two dollars & fifty cents & costs of Suit. It is therefore Considered by me that the plaintiff recover of the Defendant the sum of thirty two dollars and fifty Cents & costs of Suit deft gave notice for an appeal In the suit of John Gibson vs Stephen McLain & Thomas Snodgrap do acknowledge myself ~~to owe~~ bail for the defendant in the sum of seventy five dollars to be levied on my goods & Chattles lands and tenements in case the said defendant shall fail to pay the debt and costs & costs that may accrue in the Court of Common Pleas Thomas Snodgrap taken signed and Acknowledged this 14th day of Decr 1838. James Turner J. P. I certify the above to be a correct Copy from my docket given under my hand this 22nd day of April A D 1839. James Turner J. P. And afterwards Court on the 19th day of July A D 1839. the plaintiff on leave to amend by his attorney filed the following declaration Court The State of Ohio Union Comty ss. Union Comty Court of Common Pleas April Term A D 1839. John Gibson complains of Stephen S Miller & Stephen McLain the former of whom Stephen S Miller not being served with process in the Court below in a plea of Assumpsit for that whereas on the seventeenth day of October A D 1836. At the County of Union the said defendants being partners the said defendants in trade under the name of Miller & McLain and so being partners the said defendants by their name of their said firm of Miller & McLain on the day and year aforesaid at the County aforesaid made their bill of exchange in writing and directed the same to Warren Dathrop and thereby required the said Warren Dathrop to pay to the said John Gibson thirty two dollars and fifty Cents on presentment thereof and then and there delivered the same to the said John Gibson and the same way then and there presented to the said Warren Dathrop for acceptance and the said Warren Dathrop then and there refused to accept the same, of all which the said defendants had then & there due notice, and whereas the said defendants afterwards, on the 20th day of October A D 1836. in Consideration of the premises then & there promised to pay the said John Gibson the ~~said~~ Amount of said bill on request, And also for that whereas the said defendants being partners in trade under the name of Miller & McLain and so being partners the said defendants by the name of their said firm of Miller & McLain on the 19th day of October A D 1836. at the County of Union for and in Consideration that they the said Miller & McLain were then and there indebted unto the said Gibson in the sum of thirty two dollars & fifty Cents for the rent ~~and price~~ of the price & value of a Horse then and there sold and delivered by the said Gibson to the said Miller & McLain at their request made their order in writing and directed the same to Warren Dathrop and thereby required the said Warren Dathrop to pay to the said Gibson the said Sum

of thirty two dollars & fifty Cents on presentment thereof and then and there delivered the same to the said Gibson and the same was then and there presented to the said Warren Lathrop for acceptance and the said Warren Lathrop then and there refused to accept the same of all which the said defendants then & there had due notice and whereas the said defendants afterwards on the 20th day of October A.D. 1836 in Consideration of the premises then & there promised to pay the amount of the said order to the said Gibson on request yet they have disregarded their promises and have not paid the amount of said bill & order nor any part thereof to the said Gibson and also for that whereas the said Miller & McClain on the 20th day of October 1836 was indebted to the said John Gibson in the sum of Sixty Nine dollars for the price and value of a horse then & there bargained and sold by the said John Gibson to the said Miller & McClain at their request and in Seventy five dollars for money then & there lent by the said John Gibson to the said Miller & McClain at their request and whereas the said Miller & McClain afterwards to wit on the 25th day of October 1836. in Consideration of the premises then and there promised to pay the said Several last mentioned sums of money to the said John Gibson on request yet they have disregarded their promises & have not paid their said Several sums of money nor either of them nor any part thereof to the damage of the said John Gibson Seventy five dollars and therefore he brings Suit by John Lawrence his atty; And afterwards to wit on the 28 day of June A.D. 1839.

filed the following plea to wit D S Miller & McClain vs John Gibson Union Com Plea And the said defendants Comes and defend &c and say that they did not assume and promise in manner and form as the said John Gibson hath Complained against them and of this they put themselves upon the Country and the said John Gibson doth the like the plaintiff will take notice that the defendants on the trial of this Cause will require full proof of notice of failure of the said Lathrop to accept and pay the said Bill at Maturity And further that the same was paid and discharged by said Lathrop who have received the benefit thereof on settlements with defendants by W L Sawrece their atty And afterwards to wit on the 18th day of May A.D. 1840. This day came the parties by their attornies and thereupon Came a jury to wit Isaac D Stewart David Chapman Wm McCampbell Adam Richey Roden Huffman John McCampbell Samuel McCullough Jesse Bucher Joseph Wells Isaac Allen James Ryan & Heman Doby who being empanelled and sworn the truth to Speak upon the issue joined the parties upon their oaths do say that the said Stephen McClain & Stephen S Miller did not assume and promise in manner and form as the said John Gibson hath Complained against them, Thereupon it is Considered that the said Stephen McClain and Stephen S Miller go hence without day and recover of the said John Gibson their Costs in this behalf expended taxed to dollars cents And thereupon the plaintiff filed a bill of exceptions which was signed and sealed by the Court & placed on file and reads in the words and figures following to wit Union County Com Pleas May Term 1840. John Gibson vs Miller & McClain Assumpsit, at this term this Cause came on to be tried upon the issue joined between the parties before the Court and jury aforesaid and the plaintiff further in support of evidence under the said issue, introduced an order given the said defendants to the plaintiff of which the following is a Copy to wit

Mr Warren Sathrop will pay John Gibson thirty two dollars and fifty Cents which he will Credit to the account of yourself and Lord Sathrop Mansville Oct 27. 1836. signed Millar & McLain" and thereupon the Court Charged the jury. that if they found from the evidence that it was understood between the parties that the said order was to be Credited by the said Sathrops on their accounts to the plaintiff instead of being paid in money then in that Case the plaintiff could not recover against the defendants upon the non Acceptance of the order by Warren Sathrop in Case the said Sathrop was willing to so far accept it as to Credit the Amount thereof to the plaintiff though the said Warren Sathrop did not say that he would thus Accept when he refused to accept it. And the Court further Charged the jury that if they found from the evidence that such was the understanding and agreement between the parties as aforesaid then it was no evidence of the non acceptance of the order that Warren Sathrop afterwards upon the presentation of the order to him refused to accept the order so as to Charge him with its payment in Cash to all which the plaintiff Excepted & prayed that his acception might be sealed which is done J R Swan Seal John Cassil Seal Nicholas Hathaway Seal Silas G Strong Seal.

Jas. H. Ewing Clerk

J R Swan

Alexander Gibson
vs
Stephen Dysert

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand Eight hundred and forty- Be it remembered that heretofore to wit on the 28th day of April A.D. 1840 came the Dfdt by his Atty and filed the following Transcript and assignment of Errors to wit State of Ohio Union County ss.

Stephen Dysert vs Alexander Gibson } Proceedings under the act to regulate the action of forcible entry and detainer had before us Jas. James & Wm H. Frank Two Justices of the peace for the Township of Paris in the County aforesaid

Jas James J.P.
Wm Frank J.P.

April 14. 1840 the said Stephen Dysert made complaint in writing to us the aforesaid Justices and which complaint is in substance as follows. To James Turner Wm H. Frank Two Justices of the peace in and for the County of Union and State of Ohio The State of Ohio undersigned Represents that Alexander Gibson with force and arms holds possession of the farm in said County on Mill creek about three miles below Marysville commonly called the Thornton Farm. the possession of which justly belongs to your orator. the prayer is that proceedings under the law may be had. and restoration made of this right to your orator of said premises April 14. 1840 Stephen Dysert

April the 14th we the said Justices of the peace issued a summons to the Defendant on said complaint duly filed with us. for appearance and trial at the Office of James Turner in Paris Township in said County on the 24th Day of April 1840 at 10 oclock A.M. At the same time and place we issued a warrant for Any to appear at said time and place of trial. both writs delivered to the Sheriff of this County Subpoenas issued by order of Deft for Joseph Stiner Edward Bowen Mary Ann Gibson Robert Gibson Elisabeth Stiner John D. Pollock & Eliza Ann Stiner and delivered to the Sheriff of said County which was returned endorsed served by reading to Joseph Stiner Mary Ann Gibson Robert Gibson Elizabeth Stiner and Eliza Ann Stiner and by copy to E. Bowen fee $2.57½

Subpoenas issued by order of Plaintiff for Edward Bowen Daniel Hufman

and S. Parthemore was returned by said Sheriff endorsed served by reading to Mrs S. Parthemore & by copy to E. Bowen & D. Huffman fee $1.12½
April 24. 1840 10 oclock A.M. at the time and place above mentioned for trial We the said Justices met and parties appeard Summons returned by sheriff. Served by delivering a copy to Alexander Gibson fee $0.75. Warrant also returned by sheriff served by summoning R. L. Broom Wm Rose A. W. Evans Wm Campbell Alexander Pollock Wm M. Page freeholders of the County fee $3.00
All the said Sumons appeard Wm Campbell an excuse the said Sumons and Wm Snodgrass in the place of Wm Campbell were duly empannelled and sworn and the parties proceeded to trial. Edward Bowen & John Gibson were sworn and examined on the part of plaintiff Robert Gibson John L. Pollock E. Bowen Joseph Stiner Mary Ann Gibson Elizabeth Stiner and Eliza Ann Stiner were sworn and examined on the part of the defendant. The complaint was laid before the Jury and after hearing the evidence of the Jury returned their verdict to us as follows We the Jury do find the defendant Guilty of detaining the Thornton farm Excepting so much thereof as is now occupied in wheat and rye. Signed Wm Rose A. W. Evans R. L. Broom Wm Snodgrass Wm M. Page A. Pollock
It is therefore considered by us the said Justices that the said plaintiff have restitution of the premises mentioned and described in his said Complaint Excepting so much thereof as is now occupied in wheat and rye and recover of said defendant the costs herein as follows $17.81 Justices costs $2.50½ sheriff costs $8.05½ witness fees $4.25 Jury fees $3.00
We certify the above to be a correct copy of the proceedings had before us Given under our hands this 24th day of April 1840 Jas. Timm
Wm H. Franks Justices Peace

On which said Transcript was the following assignment of errors to wit
And the said A. Gibson Defft now comes comes and says in the record and proceedings within there is error to wit. 1st That the complaint of the said Stephen Dysert plaintiff and the matters therein contained are not sufficient in law to maintain the said action because the description of the premises therein is too vague and indefinite to enable the officer to find them or give restitution. II That the verdict of the Jury is defective. Because the description of the premises mentioned said verdict is not particular enough to enable the office to give possession
III The verdict is erroneous Because they find part of the Defendant true. Whereas they should have found it all true, or else described the part found by numbers and by metes and bounds. 4th That Judgment was given in favor of said Stephen Dysert when by laws of the land it ought to have been given in favor of the said Alexander Gibson Wherefore the said A. Gibson prays that a writ of certiorari be allowed to issue to bring said proceedings before the Court of Common Pleas that the same may be reversed
To the Honorable S. J. Strong Associate Judge P. B. Cole atty for Defft
Court Com Pleas Union Co. Ohio
Let a writ of certiorari issue in the within case upon the applicant giving bond & security according to law Silas J. Strong Asst Judge
To the Clerk of Union Com. Pleas April 27. 1840
And afterwards to wit on the 2nd day of May AD 1840 the applicant filed his bond in the words and figures following to wit Know all men by these presents that we Alexander Gibson & Stiner Joseph Stiner & Cornelius Mershon of the County of Union and State of Ohio are held and firmly bound unto Stephen Dysart of the County and State aforesaid in the Penal sum of Five hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators Sealed with our Seals and dated this 2nd day of may AD 1840 The condition of the above obligation is such that whereas the said Alexander Gibson hath obtained the allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union a certain Judgment for the restitution

of the Thornton farm commonly so called in said County and seventeen dollars 81 cents costs lately rendered against the said Alex. Gibson by James Sumner and Wm H. Frank Two Justices of the peace within and for the said County of Union in a certain action then pending before them under the act regulating the action of forcible entry and detainer wherein the said Stephen Dysert was plaintiff and the said Alex Gibson was Deft Now if the said Alexander Gibson shall faithfully prosecute said suit and in case of failure pay all costs and charges and rents which have accrued or which may be assessed to the defendant in certiorari in the prosecution of said suit then this obligation shall be void otherwise in full force and virtue in law

Alex. his + Gibson Seal
Joseph Stemen Seal
Christian Stemen Seal
Cornelius Murshon Seal

Whereupon the following writ of certiorari issued May 2nd 1840 Viz

The State of Ohio Union County ss To James Sumner and Wm H. Frank two of the Justices of the peace within and for the Township of Paris and County aforesaid Greeting We command you that a certified Transcript of the Record and proceedings of a certain suit under the act regulating the action of forcible Entry and detainer lately pending before you wherein Stephen Dysert was plaintiff and Alex. Gibson was deft and wherein you on the 26th day of April 1840 rendered Judgment for the restitution of the Thornton farm (Excepting so much thereof as is in wheat and rye) and seventeen dollars and Eighty one cents costs in favor of the said Stephen Dysert against the said Alex Gibson with all things touching the same as fully as the same are now before you, you send under your seals enclosed with this writ to our Court of Common Pleas within and for the said County of Union on the first day of the next Term Seal Witness James H. Frick clerk of our said Court of Com. Pleas at the Court House aforesaid this 2nd day of May 1840

Jas H. Frick clerk for
Wm B. Walker

And afterwards to wit on the 15th day of May 1840 The said Justices filed herein said writ together with the following transcript to wit

State of Ohio Union County

Stephen Dysert vs Alexander Gibson } Proceedings under the act to regulate the action of Forcible Entry and detainer, had before us Jas Sumner and Wm H. Frank two Justices of the peace for the Township of Paris in the County aforesaid

Jas Sumner J.P.
Wm H. Frank J.P.

April 14 1840 the said Stephen Dysert made complaint in writing to us the aforesaid Justices and which complaint is in substance as follows. To James Sumner & Wm H. Frank Two Justices of the peace in and for the County of Union and State of Ohio, the undersigned represents that Alexander Gibson with force and arms holds possession of the farm in said County on Millcreek about three miles below Marysville commonly called the Thornton farm, the possession of which justly belongs to your orator. The prayer is, that proceedings under the law may be had, and restoration made of this writ to your orator of said premises April 14th 1840 (Signed) Stephen Dysert

April 14. we the said Justices issued a summons to the defendant on said complaint, duly filed with us, for appearance and trial at the Office of James Sumner in Paris Township in said County on the 26. day of April 1840 at 10 o'clock A.M. at the same time and place we issued a warrant for a Jury to appear at said time and place of trial Both writs delivered to the Sheriff of this County Subpoenas issued by order of defendant for Joseph Stemen Edward Bowen Milligan Gibson Robert Gibson Elizabeth Stemen John D. Pollock & Eliza Ann Stemen and delivered to the Sheriff of said

County. which was returned endorsed) Served by reading to Joseph Stiner Margaret Gibson Robert Gibson Elizabeth Stiner and Eliza Ann Stiner and by copy to E. Bowen fee $2.50 Subpoena issued by order of Plff for Edward Bowen Daniel Huffman S. Parthemore was returned by said Sheriff endorsed "Service by reading to Mrs. S. Parthemore & by copy to E. Bowen & D. Huffman fee $1.12½

April 24th 1840 10 o'clock A.M. at the time and place above designated for trial the said Justices met and parties appeared summons was returned by Sheriff served by delivering a copy to Alex. Gibson fee $0.75 warrant also returned by the Sheriff. Served by summoning R. L. Broom Wm Rose D. W. Evans Wm Campbell Alexander Pollock Wm M. Page free holders of the County. all the said Jurors appeared Wm Campbell excused the said Jurors and Wm Snodgrass in the place of Wm Campbell were duly empannelled and sworn and the parties proceeded to trial Edward Bowen and John Gibson were sworn and examined on the part of plaintiff Robert Gibson John D. Pollock Joseph Stiner Mary Ann Gibson Elizabeth Stiner & Eliza Ann Stiner were sworn and examined on the part of Deft. The complaint was laid before the Jury and after hearing the evidence the Jury returned their verdict to us as follows we the Jury do find the defendant guilty of detaining the Thornton farm excepting so much thereof as is now occupied in wheat and rye signed Wm Rose D. W. Evans R L Broom Wm Snodgrass Wm M. Page A. Pollock It is therefore considered by us the said Justices that the plaintiff have restitution of the premises mentioned and described in his said complaint excepting so much thereof as is now occupied in wheat and rye and recover of said defendant the costs herein laced expenditures $17.51 Justices costs $2.50 Sheriff fee $0.75 Witness fee $4.25 Clerks fee $3.00 Transcript $0.31¼. We certify the above to contain a correct copy of the proceedings had before us Given under our hands and seals this 13th day of May 1840 James Lemme

W H Frank
Justices of the peace

And afterwards to wit on the 19. day of May 1840 the Plaintiff by his atty P. B. Cole filed his assignment of errors as follows to wit

State of Ohio Union County ss.

Alexander Gibson vs Stephen Dysert } Court of Common Pleas May Term 1840: On certiorari from a Judgment in forcible detainer rendered by S. Timmons and Wm H. Frank Justices of the peace. And the said Alexander Gibson now comes and says in the Record and proceedings in the above case there is error in this (to wit) I That the complaint of the said Stephen Dysert in the Court below and the matters therein contained are not sufficient in law to maintain the said action Because the description of the premises in said complaint are not definite enough to enable the said Gibson to know what is demanded of him or to enable the officer to find them as the law requires. II That the verdict of the Jury is defective Because the description of the premises therein is not particular enough to enable the officer to give possession or as the law requires. III That the verdict is erroneous Because it finds only part of the plaintiffs complaint true whereas it should have found the whole true or set out the part found true by metes & bounds 4th that the Judgment was given in favor of the said Stephen Dysert. when by the laws of the land it should have been given in favor of the said Alexander Gibson. He therefore considering thereof the said Gibson prays that said Judgment may be reversed and that he may recover his costs in this behalf expended By P. B Cole his Atty

And afterwards to wit on the same day and year first herein aforesaid. This cause came on to be heard upon the Transcript of the Justices of the peace and was argued by counsel on consideration whereof this Court is of opinion that there is no error in said proceedings of said Justices and Jury. Therefore it is ordered and adjudged that the proceedings of the said Justices and the verdict of the said Jury be affirmed and the defendant in error the plaintiff below dispensing with the inducement of a Jury to assess the damages since

the service of the notice for the detention of the said Jams on motion of the counsel for the plaintiff below it is further ordered that a writ of restitution in this case issue to the sheriff of this County that the possession may be restored to plaintiff Below and it is further ordered that defendant below pay the costs in this case taxed at dollars and cents within ten days and in default thereof that execution issue therefor

Attest James H Geer Clk

The President Directors & Co of the Clinton Bank of Columbus
vs
David Chapman James Guy and Abijah Cary

Plea before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and holden at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the 6th day of October in the year of our Lord one thousand Eight hundred and forty-

Be it remembered that heretofore to wit on the 17th day of March 1840 the following writ issued (to wit) The State of Ohio Union County ss. To the Sheriff of said County Greeting. We command you to summon David Chapman James Guy and Abijah Cary to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto the President Directors & Co of the Clinton Bank of Columbus in a plea of assumpsit damages Sixteen hundred dollars and have you then there this writ Witness James H Geer Clerk of said Court at the Court House in Marysville this 17th day of March A.D. 1840

James H Geer Clk

Endorsed as follows to wit Suit Brought on a draft drawn by defendants in favor of Plaintiffs on D B Mitchell Philadelphia for eight hundred and fifty dollars dated May 9. 1839 payable in five months after date at the Mechanics Bank of Philadelphia also for money had and received & money paid laid out and expended Suit and advanced money due and on an account Stated Bush & Gilbert att's for Said writ returned May 6. 1840 Served by delivering a certified copy to D. Chapman J. Guy and A. Cary not found R. Clark Sheff

And on the same day and year to wit March 17. 1840 Same writ with Same indorsement issued to Sheriff of Madison. and returned May 17. 1840 Served as follows to wit" March 25. 1840 Served the within named Jas. Guy and Abijah Cary personally by copy as to David Chapman he is not found) in the County Wm. F. Dunbar Dep for Wm Warner Sheff Mr C.

And afterwards to wit on the 6. day of May 1840 the plaintiff by their attys filed their Declaration in the words and figures following (to wit) State of Ohio Union County ss Court of Common Pleas May Term 1840 The President Directors Company of the Clinton Bank of Columbus complains of David Chapman James Guy and Abijah Cary in a plea of assumpsit for that whereas the said Defendants on the ninth day of February A.D. 1839 at Columbus in the County aforesaid made their Bill of Exchange in writing and directed the same to D B Mitchell Esqr Philadelphia and thereby required the said Mitchell to pay to the plaintiff or order ~~four days~~ at the Mechanics Bank of Philadelphia Eight hundred and fifty dollars five months after the date thereof (which period has now elapsed) and then and there delivered the same to the said plaintiffs and the said Mitchell did not pay said bill although the same was presented at the said Mechanics Bank Philadelphia for payment on the day when it became due. but the said bill on the day last aforesaid at Philadelphia aforesaid was duly protested for nonpayment of all which the said Defendants then and there had due notice, and whereas the said Defendants afterwards to wit on the 12th day of June A.D. 1839 at the County aforesaid in consideration of the premises then and there promised to pay

the amount of said bill to the said plaintiffs on request yet they have disregarded their promises and have not paid the amount of the said bill or any part thereof and also for that whereas the said defendants on the 9th day of January A.D. 1839 at the County aforesaid made their other bill of exchange in writing and directed the same to the said Mitchell Philadelphia and thereby required the said Mitchell to pay to the said plaintiffs or order at the Mechanics Bank Philadelphia Eight hundred and fifty dollars five months after the date thereof (which period has now elapsed) and then and there delivered the same to the said plaintiffs. and the said Mitchell did not pay the said bill although the same was presented at the said Mechanics Bank Philadelphia for payment on the day when it became due and the plaintiffs were then at the time of making said bill of exchange and from thence until and at the time when said bill was so presented for payment as aforesaid the said Mitchell had not in his hands any effects of the defendants nor had he received any consideration for the acceptance or payment by the said Mitchell of the said bill of Exchange nor have the defendants sustained any damage by reason of his not having notice of the non payment by the said Mitchell of the said bill of Exchange. of all which the said defendants on the 12th day of June A.D. 1839 had notice. And whereas the said defendants afterwards to wit on the 12th day of June A.D. 1839 at the County aforesaid in consideration of the premises promised to pay the amount of the said bill to the plaintiffs on request yet they have disregarded their promises and have not paid the amount of said bill or any part thereof. And also for that the defendants on the first day of July A.D. 1839 at the County aforesaid were indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request, and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request, and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs and in five thousand dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them, and the defendants afterwards to wit on the day and year last aforesaid at the County aforesaid in consideration of the premises then and there promised to pay the said several sums of money in this count mentioned to the plaintiffs. Yet they have disregarded their said promises and have not paid any of said moneys or any part thereof all which is to the damage of the said plaintiffs fifteen hundred dollars and therefore

Brush & Gilbert their attys

they sue &c By

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their attorneys and the defendants though solemnly called came not but made default Whereupon it is considered that the plaintiffs ought to recover damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised of the premises do assess the plaintiffs damages at nine hundred and sixty nine dollars and ninety cents. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of $969.90 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at

dollars and cents

Attest James H Gilchrist

Stephen McClain
vs
Henry Reynolds

Pleas before his Honor Joseph R. Swan Esqr President and John Caple Nicholas Hatheway and Silas L. Strong his associates Judges at a Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the 6th day of October in the year of our Lord one thousand eight hundred and forty— Be it remembered that heretofore to wit on the 17th day of May A.D. 1840 the following writ issued to wit State of Ohio Union County ss. To the Sheriff of said County

Greeting We command you to Summon Henry Negarlee to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Stephen McClain in a plea of Assumpsit damages $100.00 Dollars, and have you then there this writ Witness Hamer H Gill Clerk of said Court at the Court House aforesaid this 19th day of May A.D. 1840

Hamer H Gill Clerk

Which said writ was endorsed as follows to wit "Suit Brought on a note of hand given by defendant to plaintiff for one hundred and ten dollars thirty six cents dated August 16th 1838 due one day after date also for goods sold and delivered. Also on an account stated &c" P.B. Cole atty for Plff

And afterwards to wit on the 19th day of May 1840 said writ was returned as follows to wit, Served by delivering a certified copy to Defendant H. Clark Sh'ff And afterwards to wit on the 15th day of June 1840 the plaintiff by P.B. Cole Esqr his attorney filed his declaration in the words and figures following to wit, State of Ohio Union County ss

Stephen McClain } Union Common Pleas May Term 1840
Henry Negarlee } Stephen McClain complains of Henry Negarlee in a plea of assumpsit for that whereas the said Henry on the 16th day of August in the year one thousand eight hundred and thirty eight at the County of Union made his promissory note in writing and delivered the same to the said Stephen McClain since thereby promised to pay the said Stephen McClain or order one hundred and ten 36/100 Dollars one day after date. which period has now elapsed and the said Henry Negarlee then and there in consideration of the premises promised to pay the amount of the said note according to the tenor and effect thereof and also for that whereas the said Henry Negarlee on the 16th day of August 1838 at the County aforesaid was indebted to the plaintiff in the sum of one hundred and ten 36/100 dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request. And also for that the said Henry Negarlee on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of one hundred and ten 36/100 dollars for money found to be due from deft to plaintiff on the account then and there stated between them. And whereas the aftwards on the first day of Sept. A.D. 1838 in consideration of the premises deft promised to pay the said several sums of money to the plaintiff on request But he hath disregarded his promises and hath not though often requested paid the said several sums of money nor either of them nor any part thereof to the damage of the plff one hundred and fifty dollars Thereupon he sues by P.B. Cole his atty And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought ought to recover damages by reason of the premises and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the plaintiffs damages to one hundred and twenty one dollars and seven cents It is therefore considered that the said plaintiff recover of the said Defendant the said sum of $121.07 his damages aforesaid together with his costs in this behalf expended taxed at Dollars and cents

Attest Hamer H Gill Clerk

J P Sprague

Hamer H Gill } Pleas before his Honor Joseph R Swan Esqr President and
vs } John Cupp Nicholas Huntaway and Silas G. Strong his
H H Wood } 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 Sixth day of October
in the year of our Lord one thousand eight hundred and forty
Be it remembered that heretofore to wit on the 22. day of October 1839

the plaintiff by W.C. Lawrence his attorney filed the following Transcript to wit-
The State of Ohio Union County ss

James W. Evans } Pair Township Justices docket Entry. Suit brought on an in-
vs } strument of writing in the following words to wit Sixty days after
W W Woods } date I promise to pay A. Hall or bearer thirty four dollars twenty five
Justices costs } cents on as soon as 100$ is paid on a certain note given by Samuel
Trial 0..25 } H. Dodd to Wm Harp or bearer calling for 137$ one day after
Transcript .31¼ } date dated October 20. 1838 March 13 1839 signed W W Woods
.56¼ } Sept 9. 1839 This day came the parties without process and agreed
to submit the cause for immediate hearing and after hearing the pleadings it is
considered that the plaintiff have no cause of action and that the defendant have a
Judgment for costs plaintiff gave notice for an appeal. On the suit of James
W Evans against W.W. Woods I Mortimer Bently do acknowledge myself bail for
plaintiff in the sum of Seventy five dollars to be levied on my goods and chattels
lands and tenements if default be made in condition following which is the said
James W. Evans shall pay the above debt and costs and costs that may accrue
in the Court of Common Pleas M. Bently
Signed and acknowledged before me this 16th day of Sept 1839 James Turner J.P.
I certify the above to be a correct copy of the proceedings had before me given under
my hand Oct 29. 1839 James Turner J.P.
And afterwards to wit on the 15th day of June A.D. 1840 the plaintiff by his atty filed
his declaration in the words and figures following to wit
State of Ohio Union County ss Union Common Pleas Oct Term 1839
James Evans } on appeal from the docket of a Justice of the peace. And thereupon
vs } James Evans complains of William W Woods in a plea of a plea of
William W Woods } for that whereas the said William W. on the 13th of March 1839 at the
County aforesaid made his certain promissory note in writing and
delivered the same to one A. Hall and thereby promised to pay the said A. Hall
or bearer thirty four dollars and 25/100 sixty days after date thereof which period has
now elapsed and the said A. Hall then and there for value Received of the said James
Evans whereof the said W W Woods then and there had notice and then and there in
consideration of the premises promised to pay the amount of the same note to the
said James Evans according to the tenor and effect thereof
And also for that whereas the said defendant on the 13. day of March A.D. 1839 at the County
aforesaid made his certain other promissory note in writing and delivered the same
to one A. Hall and thereby promised to pay the said A. Hall thirty four dol-
lars and 25/100 sixty days after date or so soon as 100$ was paid on a certain note given
by said H. Dodd to Wm Harp a bearer calling for 137$ one day after date dated
Oct 20th 1838 which period has now elapsed and the said A. Hall then and there
for value received delivered the same to the said James Evans whereof the said W W
Woods then and there had due notice and then and there in consideration of the premises
promised to pay the amount of the said note to the said James Evans according
to the tenor and effect thereof. And also for that whereas the said William Woods
on the day and year aforesaid at the County aforesaid was indebted to the
plaintiff in the sum of forty dollars for the price and value of goods before
that time sold and delivered by plaintiff to defendant at his
request and in the further sum of forty dollars for money
found to be due from the defendant to plaintiff on an ac-
ount then and there stated between them. And whereas the
defendant afterwards on the first day of June 1839 in
consideration of the premises then and there promised to
pay the said several sums of money to the plaintiff on
request yet he hath disregarded his promises and hath not
paid the said several sums of money, nor either of them
nor any part thereof to the damage of the plaintiff

fifty dollars and thereupon he brings suit &c. By W. C Lawrence his atty.

And afterwards to wit. on the 8th day of Oct. AD. 1840 Came the defendant by P.B. Cole his Atty. and filed the following plea to wit. State of Ohio Union County

W.W. Woods } And the said W.W. Woods now comes and defends
J. & P. Evans } and says that he did not assume and promise in manner and form as the said James W Evans hath declared against him & of this he puts himself upon the Country. and the said James W Evans doth the like P B Cole Atty for deft.

And afterwards to wit on the said day and year first herein aforsaid came the parties by their attornies and thereupon came a Jury to wit Stephen Dysert William Winget R.P. Mann John Andrews Jesse Porter Cyprian See Samuel Patch George Reed Henry Herarta and Joseph R. Ricky who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did assume and promise in manner and form as the plaintiff hath declared against him and they assess the damages of the said plaintiff to thirty seven dollars and thirteen cents Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $37.13 his damages aforsaid in form aforsaid assessed and also his costs in this behalf expended taxed at

J R Lyon

Henry Vanmeter } Pleas before his Honor Joseph R Swan Esqr. President
vs } and John Capel Nicholas Hathaway and Silas G
Charles Smith } Strong his associates Judges at a Court of
Common Pleas began and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the sixth day of October in the year of our Lord one thousand eight hundred and forty

and afterwards to wit on the 17th day of May 1840 the plaintiff by W. C Lawrence his atty and files the following Standard (1 of 1)

Henry Vanmeter } In Suit Dec 28. 1839 Suit Debt on account of Eight Dollars
vs } as Bill of particulars filed In Suit Dec. 28th 1839
Charles Smith } suit brought on account of Eighty Dollars as
Damages $80.00 } Bill of particulars filed Summons Issued to
Summons .12½ } Const Baughan Dec. the 23d day 1839 Returnable
Subpoena .16½ } the 28th at two o'clock P.M. Subpoenas Issued
cons for on Sum .25 } by order of plaintiff for James Herd & Matthew
do do in sub. .35 } Johnston to appear as Witnesses Summons returned
Swearing writs .16 } by Const Baughan endorsed personally served
writ Sup for 2.00 } on the 24th of this Inst. by Reading this 26th day
Judgt .25 } of December 1839 fees 25 cts. Int Baughan Const
Bail Bond .25 } Subpoenas returned returned by Court endorsed
Transcript .31¼ } personally served on the 24th and 25th of this
Inst. by reading this 26th day of December 1839 In Baughan Const
December the 28th day 1839 the parties met and went into
trial James Herd Matthew Janston Mr McClury and Mr. Vanmeter
were Sworn according to Law, And examined and after mature
deliberation it is Considered that the defendant obtain a
Judgement for Cost of suit taxed at three dollars and
thirty five Cents. This 28th day of December 1839 A true
Copy of the above named Cost from my Docket Joshua Judy

In the action of Henry Vanmeter against Charles Smith I. A. & Jennings do acknowledge myself bail for Henry Vanmeter the Appelant in the Sum of one hundred and Seventy dollars to be levied upon my goods Chattels lands and tenement in case the appelant shall be condemned in the action and shall fail to pay the condemnation Money and Costs that have accrued or may accrue in the Court of Common pleas signed and acknowledged on the 5th day of January A.D 1840 before me Joshua Judy J.P.

(S.S.) State of Ohio Union County (S.S.) I Joshua Judy a justice of the peace in and for the Township of Liberty in Union County Ohio do hereby certify that the foregoing is a true Copy from my docket of the proceedings and Judgment in the afore said Case Given under my hand and seal this 18th day of May A.D. 1840 Joshua Judy J.P. (Seal) And afterwards to wit on the 24 day of June 1840 the plaintiff by W.C. Lawrence his atty. filed the following declaration to wit State of Ohio. S.S. Union Common Pleas May term 1840. Henry Vanmeter complains of Charles Smith in a plea of Trover for that whereas said Henry Vanmeter on the first day of May 1839 at Mechanicsburg, to wit at the County of Union aforesaid was lawfully possessed as of his own property of two Sorel horses, Two sorrel mares and two sorrel geldings of great value (to wit) of the value of eighty dollars And being so possessed the said Henry Vanmeter afterwards on the same day lost the the same and the same afterwards on the same day at the County of Union came into possession of the said Charles Smith by finding Yet the said Charles Smith though he well knew the same to belong to the said Henry Vanmeter yet intending to injure and defraud the said Henry Vanmeter thereof refused to deliver the same to the said Henry Vanmeter though requested so to do but afterwards on the same day converted the same to the use of said Charles Smith to the damage of the said Henry Vanmeter $80. and therefore he sues &c By W.C. Lawrence his atty. And afterwards to wit on the 7th day of July 1840 the defts. by M.B. Corwin his atty filed the following plea to wit.

Charles Smith
vs
Henry Vanmeter

Union Common Pleas 1840 And the said Charles Smith by M.B. & J.A. Corwin his attorney comes & defends the wrong and injury when &c. And says that he is not guilty of the said supposed grievances to this charge in manner and form as the said Henry Vanmeter hath above thereof complained against him & of this he puts himself upon the Country & the said Henry Vanmeter doth the same M.B. & J. Corwin atty for defts. And afterwards to wit on the same day and year first hereinaforesaid came the parties by their attorneys and thereupon came a Jury to wit. Hez. A Baldwin Levi Churchill James Cluggage Jun. Richy Joseph Gibson James Reed John Robinson & James W. Evans Robson G. Broom Elias Daly Joseph W Richy and Robert Graham who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said defendant is not guilty in manner and form as the said plaintiff hath complained against him It is therefore considered that the said Plaintiff defendant

go hence without day and recover of said Plaintiff his Costs
for his behalf expended taxed at Dollars Cents

Attest Dan W Seig Clerk

M. J. Gilbert
Joshua Judy } Union Common Pleas Oct Term 1840 before his Honor S. R. Gaylord President & Isaac N. Halley & S. S. Jr.
his Assists.

Be it remembered that heretofore to wit on the 4th day of Feb. 1840 the following writ of summons issued out of the Clerks office of said Court The State of Ohio Union County ss. To the Sheriff of said County Greeting we Command you to Summons Joshua Judy to appear before the Judges of our Court of Common Pleas within and for the County aforsaid at the Court House in said County on the first day of next term to answer unto Mathew J Gilbert in a plea of Assumpsit Damages Two hundred dollars and have you then there this writ. Seal Witness James H Gill Clerk of the Court of Common Pleas in and for said County at the Court House in Marysville this 4th day of Feb 1840. James H. Gill Clerk Which said writ was endorsed as follows to wit Suit brought upon a promissory note executed by dft. to Plff. for $100 dated Dec. 15th 1837 and due one year after date: Also for goods sold and delivered, work and labor done money lent and advanced paid laid out and expended, had & Received & upon an account stated Bush & Gilbert attys for Plff. And afterwards to wit on the 4th day of May 1840 the Sheriff returned said writ as follows Served by delivering a certified Copy &c to Deft. March 1st 1840 R. Clark SHeriff And afterwards to wit on the 19th day of may 1840 the plaintiff by their Attys filed their declaration in the words and figures following (to wit) State of Ohio Union County Court of Common Pleas of the term of May one thousand Eight hundred and forty. Union County ss. Mathew Gilbert Plaintiff in this suit by Bush and Gilbert his Attorneys complains of Joshua Judy Defendant in this suit of a plea of trespass on the case upon promises. &c. For that whereas the said defendant heretofore to wit on the fifteenth day of December One Thousand Eight hundred and thirty seven at Marysville in the County of Union and State of Ohio and within the jurisdiction of this Court, made his certain promissory note in writing bearing date and the day and year aforesaid and thereby then and there one year after date, for value received promised to pay the said Plaintiff or order one hundred Dollars and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statute in such Cases made and provided the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note. And being so liable he the said Defendant in consideration thereof afterwards to wit on the day and year aforesaid at Marysville aforesaid in the County and State aforsaid undertook and then and there faithfully promised the said Plaintiff to pay the said sum of money in the said promissory note specified according to the tenor and effect thereof yet the said Defendant although often requested so to do has not as yet paid the sum of money in the said promissory note specified or any part thereof to the said Plaintiff but the said Defendant to pay the same has hitherto wholly neglected and refused and still neglects and refuses so to do. And whereas also the said defendant afterwards to wit on the first day of January in the year of our Lord One thousand Eight hundred and eight in the County aforsaid was indebted unto Plaintiff in the further sum of Two hundred Dollars for (so much money) price and value of goods then and there sold and delivered by the Plaintiff to the Defendant

at his request also in the further sum of two hundred dollars for work and labor then and there done and materials for the same provided by the Plaintiff for the Defendant at his request also in further sum of Two hundred Dollars for so much money then and there by the Plaintiff lent and advanced to and paid laid out and expended for the Defendant at his request also in the further sum of two hundred Dollars for so much money then and there had and received by the Defendant for the use of the Plaintiff and also in the further sum of Two hundred Dollars found to be due from the Defendant to the Plaintiff on an account then and there stated between them. and so being indebted the said Defendant in Consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the Plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do: yet the said Defendant although often afterwards requested has not paid the said several sums of money or any part thereof, to the Plaintiff but has hitherto wholly neglected and refused so to do, and still does neglect and refuse to the damage of Plaintiff Two hundred Dollars and therefore he brings Suit &c. Brush and Gilbert Attys for Plff. And afterwards to wit on the same day and year first herein aforesaid to wit on the 6th day of Oct. 1840 came the Plaintiff by his attorney and the defendant though solemnly called came not but made default Therefore it is Considered that the said Plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the Plaintiffs damages to one hundred and ten Dollars and eighty four Cents It is therefor considered that the said Plaintiff recover of the said Defendant the said Sum of $110.84 his damages aforesaid in form aforesaid assessed and also his Costs in this behalf expended to be taxed at dollars and Cents

Attest James H. Gill Clerk

J. M. Swan

Lyne Starling Pltf } Pleas before his honor Joseph H. Swan Esqr
vs } President and Allen Caple Nicholas Hathaway
Hiram Beal } and Silas G. Strong his associate Judges at
a Court of Common Pleas begun and held at the
Court House in the Town of Marysville within and for the County of
Union and State of Ohio on the 6th day of October A.D. 1840. Be it remembered
that heretofore to wit on the 4th day of Feb. A.D. 1840 the following writ of Summons issued to wit "The State of Ohio Union County ss. To the Sheriff of said
County greeting we Command you to summons Hiram Beal to appear
before the Judges of our Court of Common Pleas on and for said
County on the first day of next term to answer unto Lyne Starling
Jr. for the use of Michael L. Sullivant Wray Thomas and Mathew
L. Gilbert in a plea of assumpsit Damages Three hundred Dollars
And have you then and there this writ. Test. Witness James H. Gill
Clerk of the Court of Common Pleas aforesaid at the Court
House in Marysville this fourth day of February A.D. 1840
James H. Gill Clerk. Which said writ was endorsed as follows
to wit. Suit brought upon two promissory notes executed by
Defts. to Plff. dated June 1st 1837 for $111. Cash and due one year

and the other two years after date also for goods sold and delivered work and labor done money lent and advanced paid laid out and expended had and received and upon an account stated Brush & Gilbert Attys for Plff. and afterwards to wit on the 4th day of May 1840 the Sheriff returned said writ as follows, Served by delivering a certified Copy &c to Defdt. on March 1st 1840 A. Clark Sheriff—And afterwards to wit on the 19th day of May 1840 the Plff. by their attys filed their following declaration in the words and figures following to wit State of Ohio Union County Court of Common Pleas of the term of May One Thousand Eight hundred and forty Union County ss. Lyne Starling Junr. for the use of Michael L Sullivant vs Thomas L Mathews J Gilbert—Plaintiff in this suit by Brush and Gilbert his attorneys complains of Heiram Beal Defendant in this suit of a plea of trespass on the case upon promises &c. For that whereas the said defendant heretofore to wit on the first day of June One Thousand Eight Hundred and thirty seven at Marysville in the County of Union and State of Ohio and within the jurisdiction of this Court made his certain promissory note in writing bearing date the day and year aforesaid and thereby then and there one year after date promised to pay the said Plaintiff or order one Hundred and eleven Dollars with interest from date for value received and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the statute in such case made and provided the said Defendant then became liable to pay to the said plaintiff the sum of money in the said promissory note specified according to the tenor and effect of the said promissory note and being so liable he the said defendant in consideration thereof afterwards to wit: on the day and year aforesaid, in the County and State aforesaid undertook and then and there faithfully promised the said Plaintiff to pay the said sum of money in the said promissory note specified according to the tenor and effect thereof. Yet the said defendant although often requested so to do has not as yet paid the said sum of money in the said promissory note mad and specified or any part thereof to the said Plaintiff but the said Defendant to pay the same has hitherto wolly neglected and refused and still neglects and refuses so to do And whereas also the said defendant heretofore to wit: on the first day of June One Thousand Eight Hundred and forty seven at Marysville in the County of Union and State of Ohio and within the jurisdiction of this Court made his certain other promissory note in writing bearing date the day and year aforesaid: and thereby then and there two years after date promised to pay the said Plaintiff or order one Hundred and eleven dollars with interest from date for value received and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the statute in such case made and provided the said Defendant then and there became liable to pay to the said plaintiff the sum of money in the said promissory note specified according to the tenor and effect of the said promissory note and being so liable he the said Defendant in consideration thereof afterwards to wit: on the day and year aforesaid at Marysville aforesaid in the County and State aforesaid undertook and then and

thare faithfully promised the said Plaintiff to pay the said sum of money in the said prommissory note specified according to the tenor and effect thereof yet the said Defendant although often requested so to do has not as yet paid the said sum of money in the said prommissory note specified or any part thereof to the said Plaintiff but the said Defendant to pay the same has hitherto wholly neglected and refused so and still neglects and refuses so to do and whereas also the said defendant afterwards to wit: on the first day of January in the year of our Lord One Thousand Eight Hundred and Thirty nine in the County aforesaid was indebted unto the Plaintiff in the further sum of Three Hundred dollars for (so much money lent) then and there sold and delivered by the Plaintiff to the Defendant at his request: also in the further Sum of Three Hundred dollars for so much money then and there by the Plaintiff lent and advanced to and paid, laid out and expended for the defendant at his riquest also in the farther sum of Three hundred dollars for work and labor then and there done and materials for the same provided by the Plaintiff for the defendant at his request: also in the further sum of Three hundred dollars for so much money then and there had and received by the defendant for the use of the Plaintiff and also in the further sum of Three hundred dollars found to be due from Defendant to the Plaintiff on an account then and there stated between them and so being indebted the said defendant in Consideration thereof afterwards to wit: On the day and year last aforesaid at the County aforesaid undertook and then and there promised the Plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do yet the said defendant although often afterward requested has not paid the said sums of money or any part thereof to the Plaintiff but has hitherto wholly neglected so to do and still does eglect and refuse to the damage of the Plaintiff of Three hundred dollars and therefore he brings suit &c
Brush and Gilbert Attys. for Plff And afterwards to wit on the same day and year first herein aforesaid to wit on the 6th day of Oct. 1840 came the plaintiff by his attorneys and the defendant thought solemnly called came not but made default Whereupon it is considered that the Plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the plaintiffs damages to one hundred and forty three dollars and thirty two cents. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $143.32 his damages aforesaid in form aforesaid assessed together with his costs in this behalf expended and thereupon by order of Plaintiffs atty ninety dollars are remitted of the above judgment

James M. Gilchrist

Samuel McDonald and Wife
vs.
David Burnham

} Pleas before his Honor Joseph R Swan Esq President and John Caple, Nicholas Matheny and Silas G Strong his associate Judges of Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union

and State of Ohio on the 6th day of Oct. 1840 be it remembered that heretofore to wit on the 21st day of May 1840 the following writ of Summons was issued to wit State of Ohio Union County ss. To the Sheriff of said County greeting we command you to Summons David Burnham to appear forthwith, before the Judges of our Court of Common pleas in and for the County aforesaid at the Court House in said County to answer unto Samuel McDonald and Rachel his wife in a plea of the case damages Three hundred dollars and have you then and there this writ. Witness James H. Gill Clerk of said Court at the Court house aforesaid this 20. day of May A.D. 1840 James H. Gill Clerk which said writ was endorsed as follows to wit This suit is brought upon to recover the amount due the Plffs as heirs & Demisees of John Bear deceased which amount of money is now in the hands of the defts. as Executor of the last will and Testament of said John Bear deceased M.B. & A. Corwin attys. for Plff and afterwards to wit on the 21. day of May 1840 the Sheriff returned said writ as follows. Served by delivering a certified Copy to defts. R. Clark Sheriff and afterward to wit on the 21st day of May 1840 the Plff. by their attys. filed their declaration in the words and figures following to wit State of Ohio Union County Court of Common Pleas of the term of May in the year of our Lord Eighteen hundred and forty Union County ss. David Burnham was Summoned to answer unto Samuel McDonald & Rachel his wife in a plea of trespass on the case and thereupon the said plaintiff by M.B. & A. Corwin their attys. for that whereas the said Defendant on the first day of August in the year of our Lord Eighteen hundred and Thirty nine at Union County aforesaid was indebted to the said Plaintiff in the sum of three hundred dollars for so much money lent by the said Defendant before that time had and received to and for the use and benefit of the said Plaintiff and being so indebted he the said Defendant in Consideration thereof afterwards to wit on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Plaintiff to pay them said sum of three hundred dollars when he should be thereto afterwards requested nevertheless the said Defendant although often requested the said sum of Three hundred dollars to them the said Plaintiff hath not yet rendered or paid nor any parte thereof but the same to pay or any parte thereof to them the said Plaintiff he the said Defendant hath hitherto wholy refused and doth still refuse to the damage of the said Plaintiff in the sum of Three hundred dollars and therefore they bring Suit &c. M.B. & A.A. Corwin Attys. for Plff. And afterwards to wit on the same day and year first herein aforesaid to wit to wit: on the 21st day of May 1840 came the parties by their attorneys and submit the case to the Court upon the issue joined between the parties and the Court being fully advised of the premises do find that the said David Burnham did assume and promise in manner and form as the said Saml. McDonald and wife have complained against him and they assess the damages of the said Saml. McDonald and wife to one hundred and twenty five dollars to be discharged on the payment of Eighty dollars and sixty two Cents that sum being due in equity Therefore it is Considered that the said Saml. McDonald and wife recover of the said David Burnham the said sum of $80.62 their damages aforesaid in form aforesaid assessed and also their Costs in this behalf expended taxed at dollars and Cents

Attest Jas. H. Gill Clerk

J.R. Swan

Hugh Thompson vs Mathias Hoskins } Pleas before his honor Joseph R. Swan Esqr. President and the Associate Nicholas Heatheway and Silas G. Strong his associate Judges at a Court of Common Pleas begun and held at the House in Marysville within and for the County of Union and State of Ohio on the Sixth Day of October A.D. 1840 Be it remembered that heretofore to wit on the 8th day of May A.D. 1840 the plaintiff sued out of the Clerks office

of said Court the following writ of summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Alpheus Haskins to appear on the first day of our next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Hugh Thompson in a plea of debt $1077.43 Damages Twelve hundred Dollars and have you then there this writ {seal} Witness Hamer H. Lee Clerk of said Court at the Court House aforesaid this 8th day of May A.D. 1840 Test H. Lee Clerk Said writ was endorsed as follows to wit Suit but on single bill under seal given by defendant to plaintiff for one thousand and seventy seven and 43/100 Dollars dated on the first day of May A.D. 1839 due on the 25. day of January 1840 with interest from date also on an account stated for money lent for work and labor" P. Block atty for plaintiff And afterwards to wit on the 11. day of May 1840 the Sheriff of said County returned said writ as follows Served by delivering to defendant a certified copy A. Clark Sheriff And afterwards to wit on the 17. day of June 1840 the plaintiff by his attorney filed the following declaration to wit State of Ohio Union County ss Court of Common Pleas May Term 1840 Hugh Thompson complains of Alpheus Haskins in a plea of Debt for that whereas the said Alpheus Haskins on the first day of May in the year 1839 at the County aforesaid made his certain writing obligatory (commonly called a single bill) of that date sealed with his seal (and now to the Court here shown) and then and there delivered the same to the said Hugh Thompson and thereby bound himself to pay to the said Hugh Thompson or order one thousand and seventy seven dollars and forty three cents on or before the 25th day of January A.D. 1840 which time has now elapsed yet the said Alpheus Haskins hath not paid the said sum of money nor any part thereof to the damage of the plaintiff twelve hundred dollars and therefore brings suit &c P. Block his atty And afterwards to wit on the same day and year last aforesaid the defendant by W.C. Lawrence his atty filed his plea in the words and figures following to wit

Alpheus Haskins
ads
Hugh Thompson
or any part thereof

Union Common Pleas May Term 1840 in Debt

And the said Alpheus comes and defends &c and says that he does not owe the said sum above demanded or any part thereof in manner and form as the said plaintiff hath complained against him and of this he puts himself upon the County and the plaintiff doth the like By W.C. Lawrence

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys (and thereupon the plaintiff having deceased since the commencement of this suit It is ordered that Polly Thompson administratrix of said decedents estate be made party plaintiff) whereupon this cause is submitted to the Court upon the issue joined between the parties and the Court do find that the ~~plaintiff doth owe~~ defendant doth owe to the plaintiff the sum of nine hundred and twenty seven and 43/100 Dollars and assess his damages by reason of the detention of said debt to Eighty four dollars and 25/100. Therefore It is considered that the said plaintiff recover of the said defendant the said sum of $1077.43 his debt aforesaid and the said sum of $84.25 his damages aforesaid in form aforesaid assessed) and also his costs in this behalf expended taxed at Dollars and cents

Allen Test H. Lee Clk

J.R. Swan

Pomeroy. Wilson & Butler
vs
Augustus Hall &
David Witter

Now before his Honor Joseph R. Swan Esqr President and John Capel Nicholas Haltenday and Silas G. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 6th day of October A.D. 1840

Be it remembered that heretofore to wit on the 7th day of July 1840 the plaintiffs by Dellano & Dore their attys filed their declaration in these words & figures following to wit

Union County ss Court of Common Pleas July Term 1840

George Comery Lewis C. Wilson & Elias Butler partners under the name and Style of Comery Wilson & Butler complains of Augustus Hall and David Witter in a plea of Debt for that whereas the said Defendants on the 8th day of July A.D. 1839 at the County of Union in the State of Ohio made their certain writing obligatory of that date sealed with their seals (and now to the Court here shown) and them and there delivered the same to the said Plffs and thereby bound themselves to pay to the said Plffs or order four hundred dollars in ninety days after the date thereof which period has now elapsed and also for that whereas the said Defts on the 8th of July 1839 was indebted to the said Plffs in the sum of four hundred dollars for the price and value of goods then and there bargained and sold by the Plffs to the Defendants at their request and in four hundred dollars for goods then and there sold and delivered by the Plffs to the Defts at their request & in four hundred dollars for the price and value of work then and there done and for materials for the same provided by the Plffs for the Defts at their request and in four hundred dollars for money then and there lent by the Plffs to the Defts at their request. & in four hundred dollars for money then and there paid by the Plffs to the Defts at their request. & in four hundred dollars for money then and there received by the Defts for the use of the Plffs & in four hundred dollars for money found to be due from the Defts to the Plffs on an account then and there stated between them Yet the said Defendants have not paid the said several sums of money or either of them nor any part thereof to the damage of the said Plffs of two hundred dollars and thereupon they bring Suit &

Columbus Delano atty for Plff

And afterwards on the same day and year last aforesaid the Defts by their atty entered their appearance as follows to wit. In this cause the Defts waive process and enter their appearance to Plaintiffs Declaration

A. Hall atty for Defts

And afterwards to wit on the same day and year last aforesaid. In this cause the Defendants waive process and enter their appearance to plaintiffs Declaration and this cause is continued. And afterwards to wit on the same day and year last therein aforesaid. came the plaintiffs by their attorney and the defendants though solemnly called came not but made default. Whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised of the premises do find that the said Defendants do owe unto the said plaintiffs the Sum of Four hundred Dollars Debt and the Sum of Forty three Dollars and 87/100 for their damages by reason of the detention of said Debt Therefore it is considered the said plaintiffs recover of the said Defendants the said Sum of $400.00 their debt aforesaid and the said sum of $23.87 their aforesaid so as aforesaid assessed to gether with their costs in this behalf expended taxed to

Dollars and cents

Attest Silas H. Gee Clerk

J. R. Brown

Chester Tamum vs Stephen Dysert } Pleas before his Honor Joseph R. Swan Esqr President and John Capel Nicholas Hathaway and Silas J. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the 6th day of October 1840. Be it remembered that heretofore to wit on the 15. day of May 1840 the Deft by his attorney filed the following Bill to wit State of Ohio Union County ss Justices docket entry

Chester Tamum vs Stephen Dysert

Costs of Suit

Sum.	.12½
Subpoenas	5¾
Satisfaction	10
Amount (00)	.40

Suit Brought for damages as bill filed Dec. 3. 1839 Summons issued to Wm Wells constable returnable on the 7 Dec at 2 oclock P.M. which was returned in due time endorsed served by reading to Defts fee $0.25. Subs issued to Wm Wells court by order of Plff for Hezekiah Baker Wm Campbell and Daniel Williams which was returned endorsed served by reading to them fee 35 cts Dec. 5. 1839 Subs issued by order of Deft to Wm Wells court

Trial
Bail Bond
Mis Transcripts

Costs cost roll
" - Marks

Plffs wits H. Bates
Wm Campbell
Danl Williams
M. Mason
Ralph Bates
Defts wits Geo. Marks
W. C. Jamison
P. B. Cole
Saml Cates
D. Huffman
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	Trial	.25
	Bail Bond	.25
	This Transcript	.31½
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	Const cost Wells	.81
	" " Marks	.30
Pffs Wits	H. Bates	.51
	Wm Campbell	.50
	Danl Williams	.50
	M. Mason	.25
	Ralph Bates	.25
Defts Wits	Geo. Marks	.50
	W. C. Tamman	.50
	P. B. Cole	.50
	Jacob Cates	.50
	D. Huffman	.25
	Jos. Stiner	.50

which was returned endorsed Served by reading fee 25 cts Dec 7. 1839 Parties appearance Subpoenas issued & Marks const by order of Defts for George Marks which was returned endorsed Served by reading to George Marks fee .15 cents Subpoenas issued Wm C Tamman P. B. Cole Jacob Cates was returned by A Marks const Served ~~endorsed~~ by reading fee 30 cents. Trial had Hezekiah Bates Daniel Williams Wm Campbell Mains Mason Ralph Bates Sworn and examined on the part of Pffs George Marks Daniel Huffman Joseph Stiner P. B. Cole & Jacob Cates Sworn and examined on the part of Defts. After hearing the testimony it is therefore considered by me that the Plaintiff Recover of the defendant a Judgment for the Sum of fifty Dollars and costs of Suit Defts gave notice of an appeal In the Suit of Chesley Tamman against Stephen Dysart I Stephen McClain do acknowledge myself bail for the appellant in the Sum of one hundred and twenty dollars to be levied on my goods and chattels lands and tenements if default be made in condition following which is that if in case the said Stephen Dysart fail to pay the debt and costs and costs that may accrue in the Court of Common Pleas (Signed) Stephen McClain Taken Signed and acknowledged before me this 13. day of Dec A.D. 1839 Thomas Tamman J.P.

I certify the above to contain a correct copy of the proceedings had before me, Given under my hand this 8th day of May A.D. 1840 Thomas Tamman J. P.

Now afterwards to wit on the 3. day of June A.D. 1840 the Pff by his atty A. Hall filed his declaration in the words and figures following to wit

Chesley Tamman } In Union Common Pleas 8th May Term A.D. 1840
vs
Stephen Dysart }

This cause comes into Court by way of appeal from the Judgment of a Justice of the peace and thereupon ~~Stephen~~ Chesley Tamman complains of Stephen Dysart in a plea of Trespass on the case for that whereas the said Deft on 5th April 1839 at Union County in consideration that the said Plaintiff at the request of the Defendant would buy of him a certain horse for the sum of one hundred dollars he the said Defendant then and there promised the Plaintiff that the said horse was then and there sound and the said Plaintiff avers that confiding in the said promise of the said Defendant did afterwards on the day and year last aforesaid at Union County aforesaid buy the said horse of the said Defendant and then and there paid him for the same the said sum of one hundred dollars. Yet the said Defendant disregarding his said promise thereby deceived and defrauded the said Plaintiff in this, that the said horse at the time of making the said promises of the said Defendant was not sound but on the contrary was then and there unsound whereby the said horse became and was of no use or value to the said Plaintiff and he the said Plaintiff hath been put to great charges and expense of his time and money in and about the feeding keeping and taking care of the said horse in the whole amounting to a large sum of money to wit $55.00 And also for that whereas the said Defendant on the day and year aforesaid at Union County aforesaid in consideration that the said Plaintiff had then and there at the request of the said Defendant bought a certain other horse of the said Defendant for the sum of one hundred dollars then and there paid to the said Defendant, he the said Defendant then and there sold the said horse to the said Plaintiff as a sound horse well knowing at that time that the same horse was unsound & diseased and that the said Plaintiff could not and did not discover said unsoundness, and the said Defendant then and there fraudulently intending to deceive and defraud the said Plaintiff fraudulently and deceitfully concealed said unsoundness in said horse from said Plaintiff and sold the same to said Plaintiff as a sound and healthy horse,

And the plaintiff avers that though he then and there received said ~~horse~~ on the terms aforesaid in faith of the honesty of said defendant, that said horse proved to be unsound and diseased and of no value of all which the said Defendant had notice long previous to the sale thereof to the said plaintiff to the damage of the said Plff $100.00 And also for that whereas on the day & year aforesaid at Union County aforesaid in consideration that the said plaintiff at the request of the said defendant then and there would buy of him a certain other horse for the sum of one hundred dollars the said defendant falsely represented that said horse was sound with the exception of a wound in the foot effected by gravel which said defendant represented would cause a temporary lameness and the said plaintiff confiding in the honesty and uprightness of the said defendant then and there purchased said horse of the said defendant and paid him the sum of one hundred dollars for the said plaintiff avers that the said defendant well knew that said horse was not injured by the gravel which would cause but a temporary lameness but on the contrary well knew that said horse was then and there diseased with the foot evil, and the said defendant wickedly contriving to cheat and defraud said plaintiff falsely represented that said horse was effected with the gravel only well knowing that the said plaintiff could not in the then condition of the said horse discover the true cause of his lameness. And the said plaintiff avers that although he then and there received said horse on the terms aforesaid in faith of the honesty & representations of said defendant that said horse was unsound and diseased with the foot evil & of no value of all of which the said defendant had full and early notice previous to the sale of said horse to plaintiff to the damage of the said plaintiff ninety nine dollars and ninety nine cents whereupon suit &c Hall Atty for Plff And afterwards to wit on the 7th day of July 1840 this cause was called and continued and afterwards to wit on the said day and year first herein aforesaid came the parties by their attorneys and thereupon came a jury to wit Alex R. Bowen Levi Church Thomas Chaggage Wm Richey Joseph Gibson James Rees John Robinson James N. Evans Robert L. Broom Elias Colby Robert Graham & Ralph Cheny who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant is guilty in manner and form as the plaintiff hath complained against him and they assess his damages by reason of the premises to Six dollars. Therefore it is considered that the said ~~defendant~~ plaintiff recover of said defendant the the said sum of Six dollars his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at

Dollars and cents

Attest Jas. H. Gill Clk

J. R. Swan

Samuel McDonald & Wife
vs
David Burnham

Pleas before his Honor Joseph R. Swan Esq President and John Capil Nicholas Hathaway and Silas G. Strong his associates Judges &c Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 6th day of October 1840. Be it remembered that heretofore to wit State of Ohio ss. to the Sheriff of said County Greeting We Command you to Summons David Burnham to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Samuel McDonald and Rachel his wife in a plea of the case Damages three hundred dollars and have you then and there this writ with Witness James H. Gill Clerk of the said Court at the Court House aforesaid this 20th day of May A.D. 1840 James H. Gill Clerk which said writ was indorsed as follows to wit This suit is brought to recover the amount due to the Plffs on Note and

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Samuel McDonald & Wife
vs
David Burnham

Plea before his Honor Joseph R. Swan Esq President and John Capil Nicholas Hathaway and Silas G. Strong his associates Judges &c Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union and State of Ohio on the 6th day of October 1840. Be it remembered that heretofore to wit State of Ohio ss. to the Sheriff of said County Greeting We Command you to Summons David Burnham to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Samuel McDonald and Rachel his wife in a plea of the case Damages three hundred dollars and have you then and there this writ with Witness James H. Gill Clerk of the said Court at the Court House aforesaid this 20th day of May A.D. 1840 James H. Gill Clerk which said writ was indorsed as follows to wit This suit is brought to recover the amount due to the Plffs on Note and

Demised of John Brar deceased which amount of money is now in the hands of the dft as Executor of the last will and Testament of said John Brar deceased MB & SA Corwin Attys. for Plff, and afterwards to wit on the 21 day of May 1840 the Sheriff returned said writ as follows served by delivering a certified copy to Dft. R Clark Sheriff and afterwards to wit on the 21 day of May 1840 the Plff by their attys filed their declaration in the words and figures following to wit: The State of Ohio Union County Court of Common Pleas of the term of May in the year of our Lord Eighteen Hundred & forty Union County ss. David Burnham was summoned to answer to Samuel McDonald & Rachel his wife in a plea of trespass on the case and thereupon the said plaintiff by MB & SA Corwin their attorneys complain for that whereas the said defendant on the first day of August in the year of our Lord Eighteen Hundred and thirty nine at Union County aforesaid was indebted to the said Plaintiff in the sum of Three Hundred Dollars for so much money by the said defendant before that time had and received to and for the use and benefit of the said Plaintiff and being so indebted he the said Defendant in consideration thereof afterwards to wit on the said day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said ~~defendant~~ Plaintiff to pay them said sum of Three Hundred dollars when he shall be thereto afterwards requested nevertheless the said defendant although often requested the said sum of Three hundred dollars due to them the said Plaintiffs hath not yet yet rendered paid nor any part thereof but the same to pay or any part thereof to them the said Plaintiffs he the said Defendant hath hitherto wholly refused and still doth refuse to the damage of the said Plaintiff in the sum of Three Hundred dollars and therefore they bring suit &c. MB & SA Corwin attys for Plff And afterwards to wit: on the 23d of Sept. 1840 the dft. by WC. Lawrence his atty filed the following plea to wit

David Burnham
ads
Samuel McDonald
Rachel his wife
} Union Common Pleas May Term 1840

And the said David comes and defends &c & says that he did not assume and promise in manner and form as the plaintiffs have declared against him and the said plaintiff doth the like

By WC Lawrence his atty

And afterward to wit on the same day and year first herein aforesaid came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties and the Court being fully advised of the premises do find that the said David Burnham did assume and promise in manner and form as the said Samuel McDonald and wife have complained against him and they assess the damages of the said Samuel McDonald and wife to one hundred and twenty four dollars to be discharged on the payment of Eighty dollars and Sixty two cents that sum being due in equity Therefore it is considered that the said Samuel McDonald and wife recover of the said David Burnham the said sum of $80.62 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at dollars and cent

Attest Jas. H. Gill Clerk

WJ Swan

Ransom Clark
vs
John Sumner
Eli Sumner
Peyton B. Smith &
Aquilla Sumner
} Pleas before his Honor Joseph R. Swan Esqr President and John Caple Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas begun and held at the Court House in Marysville in and for the County of Union and State of Ohio on the Sixth day of October in the year of our Lord one thousand eight hundred and forty

Be it remembered that heretofore to wit on the 15th day of May A.D. 1840 the plff sued out of the Clerks office of said Court the following writ of Summons to wit
State of Ohio Union County ss To the Coroner of said County Greeting
We command you to Summon John Sumner Peyton B. Smith Eli Lundy & Aquilla Sumner to appear on the first day of next June before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto Ransom Clark in a plea of Debt $400. Damages $100. Dollars and have you then this writ (seal) Witness James H. Lee Clerk of said at the Court House aforesaid this 15th day of May A.D. 1840 Jas H Lee Clerk which said writ was endorsed as follows to wit Suit brot on a certain writing obligatory Sealed with their seals for $400. and dated and delivered on the 23d day of April 1839 and due on default of defendants failing to redeliver to plaintiff on demand one yoke of oxen three horse beasts three cows one bureau 1 clock 1 pr of weighing scales which through demandee has not been done also for goods sold and delivered and account stated &c
W C Lawrence Atty for Plff
Which said writ was returned as follows to wit served by delivering to each defendant a certified copy May 18. 1840 James L. Ware Coroner
And afterwards to wit on the 10. day of August 1840 the plff by W C Lawrence his Atty filed the following declaration to wit
State of Ohio Union County ss Union Com. Pleas May Term 1840
Ransom Clark Sheriff of the County of Union aforesaid Complains of John Sumner Eli Lundy Peyton B. Smith and Aquilla Sumner in a plea of Debt for that whereas the said defendants on the 23. day of April 1839 at the County aforesaid made their certain writing obligatory of that date with the seals (and now here to the Court shown) and then and there delivered the same to the said plaintiff and thereby acknowledged themselves to be bound unto the Plaintiff in the sum of four hundred dollars to be paid to the said plaintiff on demand which said writing obligatory was and is subject to a certain condition thereto made written whereby it is provided whereas the plaintiff as such Sheriff had served with an execution issued out of the Court of Common Pleas of Union County in favor of Sherwood Gregory & Co. against John Sumner Eli Lundy and Peyton B Smith upon one yoke of oxen three horse beasts three Cows one ~~cows~~ bureau one clock and one pair of weighing Scales and had offered the same to sell and found no bidders and left the same in the defendants hands now if the above described property so levied as aforesaid shall be delivered to the said Sheriff or his successor whenever they shall be advertised for sale or otherwise called for in the like good order in which it then was then this obligation to be void otherwise to remain in full force in Law and the said plaintiff avers that the said defendants nor either of them though the same was by the plaintiff advertised for sale and otherwise called for and though often requested did not deliver or cause to be delivered to the plaintiff any or either of the aforesaid articles of property wherefore the said plaintiff says that he is injured and has sustained damages to the amt. of $500.
And the said Ransom Clark further Complains of the defendants for that whereas the defendants aforesaid on the 23d day of Apr. 1839 at the County aforesaid made their certain other writing obligatory of that date Sealed with their seals (and now here to the Court shown) and then and there delivered the same to the plaintiff and thereby acknowledged themselves to be bound to the plaintiff in the sum of four hundred dollars to be paid to the said plaintiff on demand yet the said defendants have not paid the said sum of money nor any part thereof though often requested so to do to the damage of the plaintiff $500. and thereupon he brings suit &c

Upon W C Lawrence his Atty, and afterwards to wit on the same day and year first herein aforesaid Came the plaintiff by his atty and the defendants being solemly called to Come into Court Came not but made default, It is therefore Considered by the Court that the plaintiff recover of the defendants his debt in the declaration mentioned to wit the Sum of four hundred dollars and to ascertain the amount of damages and sum equitably due upon the articles assigned in the declaration and neither party requiring a Jury this Cause was submitted to the Court for Enquiry in the premises and the Court do find that the plaintiffs damages &c are two hundred and Sixty dollars. It is therefore Considered by the Court that Execution issue herein for the Sum of two hundred and Sixty dollars the amount equitably due and the Costs herein taxed at Dollars Cents

Attest James H. Gee Clerk J P Shaw

Harvey Mathews vs Francis O. Cheney } Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Gathaway and Silas G. Strong his Associates Judges of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 6th day of October 1840

Be it remembered that heretofore to wit on the 12. day of March 1840 the plaintiff sued out of the Clerks office of said Court the following writ of Summons to wit The State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Francis O. Cheney to appear before the Honorable the Judges of the Court of Common Pleas within and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Harvey Mathews in a plea of upon promise & damages one hundred and fifty dollars and have you then there this writ & what you have done unto James H. Gee Clerk of said Court at the Court house in Marysville this 12th day of March 1840 James H. Gee Clerk

Which said writ was endorsed as follows to wit Suit Brot to recover the amount of Defts note of hand given to plaintiff for one hundred and nine dollars on the 11th day of November 1839 and due on the 1st day of March 1840 with interest also for goods sold and delivered &c money had &c W C Lawrence atty for plff Said writ was returned May 6. 1840 as follows Served by delivering a certified copy to Deft R. Clark Shff And afterwards to wit on the 15th day of June 1840 the plff by W C Lawrence his atty filed his declaration in the words and figures following (to wit)

State of Ohio Union County ss Court of Common Pleas May Term 1840

Harvey Mathews complains of Francis O. Cheney in a plea of upon promise for that whereas the said Francis O. Cheney on the 11th day of November 1839 at the County of Union made his promissory note in writing and delivered the same to the said Harvey Mathews and thereby promised to the said Harvey Mathews one hundred and nine dollars on or before the first day of March next (meaning next after the date thereof which period has now elapsed and the said Cheney then and there in consideration of the premises promised to pay the amount of the said note to the said Harvey Mathews according to the tenor and effect thereof. Yet the said Francis Cheney hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Harvey Mathews $150. and therefore he brings suit &c by W C Lawrence his atty and afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendant though solemnly called came not but made default. Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the pleadings requiring a Jury and the Court being fully of the premises do award the plffs damages to one hundred and thirteen dollars and fifty six cents.

Therefor it is considered that the plaintiff recover of the defendant the said sum of $113.46
his damages aforesaid in form aforesaid and also his costs in this behalf expended taxed
at Dollars and cents
Attest James McGill Clerk

H. S. Gillet pltf
vs
William Gabriel Junr & John Gabriel } Pleas before his Honor Joseph R. Swan Esqr President and
the Associate Nicholas Hathaway and Silas G. Strong his assistant
Judges at a Court of Common Pleas begun and held at the
Court house in Marysville in and for the County of Union
and State of Ohio on the 6th day of October in the year 1840
Be it remembered that heretofore to wit on the 28 day of April A.D. 1840 the plaintiff
sued out of the Clerks office of said Court the following writ of Summons to wit
State of Ohio Union County ss. To the Sheriff of said County Greeting We command
you to summon William Gabriel Junr and Abner Gabriel to appear on the first day
of next June before the Judges of our Court of Common Pleas in and for the County
aforesaid at the Court house in said County to answer unto H. S. Gillet pltf, in
a plea of a pumpsit damages three hundred dollars and have you then there this
writ. Witness James H. Lee Clerk of said Court at the Court house
aforesaid this 28. day of A.D. 1840 James H. Lee Clerk which said writ was
endorsed as follows (to wit) "Suit Bond on note of hand given by defendants
to plaintiff for one hundred and forty five dollars dated April 12. 1838 pay-
able on or before the 1st day of December 1839 also for goods sold & delivered &c" H. S. Gillet atty p. ff
which said writ was returned May 11. 1840 as follows Served by delivering a
certified copy to each defendant R. Clark Sheriff
And afterwards to wit on the 11. day of May 1840 the pltff filed his declaration which reads
as follows to wit State of Ohio Union County ss Court of Common Pleas May Term 1840
H. S. Gillet pltf &c complains of William Gabriel Junr. and John Gabriel in a plea
of a pumpsit for that whereas the defendants on the twelfth day of April 1838 at Co-
lumbus to wit at the County of Union aforesaid made their promissory note in
writing and thereby then delivered the same to the plaintiff and thereby promised
to pay the plaintiff on or before the first day of December 1839 one hundred and
forty five dollars which period has now elapsed and the said defendants there
then in consideration of the premises promised to pay to the said plaintiff
the amount of the said note according to the tenor and effect thereof, and also
for that whereas the defendants on the 23 day of April 1840 at Columbus to wit at the County
aforesaid were indebted to the plaintiff in two hundred dollars for the price and value of goods
then and there bargained and sold by the plaintiff to the defendants at their re-
quest, and in two hundred dollars for the price and value of work done and then done
and materials for the same provided by the plaintiff for the defendants at their request
and in two hundred dollars for money then and there lent by the plaintiff to the
defendants at their request. And in two hundred dollars for money then and there
paid by the plaintiff to the defendants at their request. and in two hundred dollars for
money then and there received by the defendants for the use of the plaintiff. and in
two hundred dollars for money found to be due from the defendants to the plaintiff on
on an account then and there stated between them. and the defendants afterwards
to wit on the day and year last aforesaid in consideration of the premises promised to
pay the said last mentioned sums of money to the plaintiff on request. Yet the said de-
fendants though often requested have not paid the said sums of money nor either
of them nor any part thereof to the damage of the plaintiff three hundred dollars
and therefore he brings suit &c By H. S. Gillet his attorney
And afterwards to wit on the same day and year first herein aforesaid came the said H.
S. Gillet in his own proper person and the defendants though solemnly called
came not but made default. and thereupon on motion of the plaintiff requesting a day
and the Court being fully advised in the premises do assess the plaintiff damages
by reason of the premises to one hundred and fifty two dollars and thirty nine cents

It is therefore considered that the said plaintiff recover of the said defendant the said sum of $152.37 his damages aforesaid in form aforesaid assessed together with his costs in this behalf expended taxed at dollars and cents

Attest James H. Gill Clerk

J R Lewis

C. Lee & Co
vs
Ambrose Mucker

Pleas before his honor Joseph R. Swan Esqr President and Nelson Caples Nicholas Heathaway and Silas G. Strong his associates Judges of a Court of Common Pleas began and held at the Court house in the town of Marysville within and for the County of Union and State of Ohio on the 6th day of October A.D. 1840. Be it remembered that heretofore to wit on the 20 day of May 1840 the plaintiffs by Wilson atty came into the Clerks office the following writ of Summons to wit State of Ohio Union County ss The sheriff of said County Greeting We command you to Summon Ambrose Mucker to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Cyprian Lee and Mains Wason in business under the firm and name of C. Lee & Co. in a plea of assumpsit Damages $400. Dollars and have you then there this writ Dated Witness James H. Gill Clerk of said Court at the Court House aforesaid this 20th day of May A.D. 1840 J. H. Gill Clerk Said writ was endorsed as follows to wit "Suit brot on note of hand given by deft to plaintiffs for two hundred and Eighty three dollars & 38 cents dated January 20th 1838 also for goods sold and delivered also on account stated" R. B. Cole for plaintiffs And afterwards to wit on the same day and year last aforesaid the Sheriff made return as follows. Service by delivering a certified copy to Deft R. Clark Sheff And afterwards to wit on the 15th day of June 1840 the plaintiffs by their atty filed his declaration as follows to wit State of Ohio Union County ss Court of Common Pleas May Term 1840.

C. Lee & Co } In assumpsit Damages 400 Cyprian Lee and Mains Wason plaintiffs
Ambrose Mucker } in this suit complain of Ambrose Mucker defendant in a plea of assumpsit for that whereas the said Ambrose Mucker on the 20th day of January in the year one thousand eight hundred and thirty eight at the County of Union made his promissory note in writing and delivered the same to the said Cyprian Lee and Mains Wason and thereby promised to pay the said Cyprian Lee and Mains Wason by their said name of their firm of C. Lee & Co or bearer two hundred and eighty three 38/100 dollars one day after date which period has since elapsed, and the said Ambrose Mucker then and there in consideration of the premises promised to pay the amount of the said note to the said Cyprian Lee and Mains Wason by their said name of their firm of C. Lee & Co according to the tenor and effect thereof, and also for that whereas the said Ambrose Mucker on the 20 of January 1838 was indebted to the plaintiffs in the sum of two hundred & Eighty three 38/100 dollars for the price and value of goods sold and delivered. Also for that whereas the defendant on the day and year last aforesaid at the County aforesaid was indebted to the plffs in the further sum of two hundred and eighty three 38/100 dollars for money found to be due from the defendant to the plaintiffs on their account then and there stated between them. And whereas the deft on the first day of May A.D. 1840 in consideration of the premises then and there promised to pay the said several sums of money to the plffs on request. Yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs four hundred dollars and therefore they bring suit &c By R. B. Cole their attorney

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their attorney and the defendant though solemnly called came not but made default. Wherefore it is considered that the plaintiffs ought to recover their damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the said plffs to two hundred and thirty three dollars and twenty five cents therefore it is considered that the said plffs recover of the said deft the said sum of $233.25 their damages aforesaid assessed together with costs in this behalf expended taxed at dollars & cents Attest Jas. H. Gill Clk

J R Lewis

Bernard Gilbert } Pleas before his Honor Joseph R Swan Esq President and Nicholas
vs } Nicholas Matthews and Silas G. Strong his associates Judges at a
Edw'd W. Bushfield } Court of Common Pleas begun and holden at the Court House in Marysville
on the 6th day of October 1840 Be it remembered that heretofore to wit on the 7th day of July 1840 the plaintiff by Moses B. Corwin his atty sued out of the Clerks office the following writ of summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Edward W. Bushfield to appear forthwith and before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Bernard Gilbert in a plea of case Damages $200.00 Dollars and have you then there this writ - Witness Thomas H. Gill Clerk of the said Court at the Court House aforesaid this 7 day of July A.D. 1840 Jas. H. Gill Clerk Said writ was endorsed as follows to wit This suit is brought to recover the principle & interest due on a promisory note given by the defendant to the plaintiff for $117.80 Dated bearing date 7th October 1839 payable one day after date " M.B. & S.A. Corwin attys for Plff And afterwards to wit on the 8th day of July 1840 the Sheriff made return of said writ as follows. Served by delivering a certified copy to Defendant W. Bushfield And afterwards to wit on the 8th day of July 1840 The said Plff by his said atty filed his declaration in words and figures following to wit The State of Ohio Union County Court of Common Pleas of the Term of July in the year of our Lord Eighteen hundred and forty Union County ss Bernard Gilbert complains of Edward W. Bushfield in a plea of assumpsit for that whereas the said Edward W. Bushfield on the 7. day of October in the year of our Lord one thousand eight hundred and thirty nine at Union County aforesaid made his promissory note in writing and delivered the same to the said Bernard Gilbert and thereby promised to pay to the said Bernard Gilbert or order the sum of one hundred and nine dollars & ninety cents to be paid one day after date which period has now elapsed and the said Edward W. Bushfield in consideration of the premises promised to pay the amount of the said note to the said Bernard Gilbert according to the tenor and effect thereof, Yet the said Edward W. Bushfield hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Bernard Gilbert in the sum of Two hundred dollars and therefore he brings suit &c By M. B. & S. A. Corwin Attys for Plff And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his atty and the defendant though solemnly called came not but made default Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the plaintiffs damages to one hundred and thirty four dollars and twenty eight cents Whereupon it is considered that the said plaintiff recover of the said defendant the said sum $134.28 his damages aforesaid by him sustained as aforesaid and also his costs in this behalf expended Taxed at ___ Dollars and ___ Cents

Attest James H. Gill Clerk

Samuel Foley } Pleas before his Honor Joseph R Swan Esq President
vs } and John Cook & Nicholas Matthews and Silas G. Strong
James McDonald } his associates Judges at a Court of Common Pleas began
and holden at the Court House in the Town of Marysville
within and for the County of Union and State of Ohio on the 6th day of October
1840 Be it remembered that heretofore to wit on the 19th day of May 1840
the plaintiff by M. B. Corwin his atty filed herein the following transcript to wit
Samuel Foley } State of Ohio Union County Paris Township.
vs } An attachment Plaintiffs claim founded on note for $90.
James McDonald } Dated Sept 24. 1838 Due 13. 1839 the plaintiff by his
attorney files this affidavit that the defendant is justly indebted to him

Debt $97.24
Attach .25
Printers fee 1.50
affid .25
Judgts .50
Execut .25
Transcript 3 1/4

and that the James McDonald is not a resident of this County Thereupon I issued a writ of attachment against the said James McDonald and directed it to Elias Heatly constable of Union Township Union County which was returned endorsed served the within writ and appraised as required by law in all things as set forth in the inventory hereunto annexed constables fees Serv. .25 mileage .35 bail bond .25 and such compensation as may be allowed for 1 1/2 days spent in making Service

January 16th 1840 the plaintiff by his agent appeared and produced a copy of his advertising and satisfactory evidence of his advertising the issuing of the attachment herein according to law: and produced a note against Defendant for the sum of $97.01 with interest from 24th of Sept 1838 Whereupon it is considered by me that the plaintiff recover of the defendant the sum of ninety nine dollars & twenty two cents & costs of suit

Saml. Soley Plff } In attachment Plaintiffs claim founded on note dated Sept 24 1838 for $97.01
vs
James McDonald Deft } January 17. 1840 The plaintiff by his agent this day produced a note against the defendant for ninety two dollars with interest from Sept 24. 1838 It is thereupon considered by me that the plaintiff recover of the defendant the sum of ninety nine dollars and twenty four cents and costs of suit January 27. 1840 Samuel B. Lemmon applying creditor under the attachment aforesaid this day filed his account proven for $6.52 whereupon it is considered by me that he recover of the defendant in attachment the sum of four dollars and seventy nine cents principal & interest and cost of suit and Judgment is rendered accordingly April 1. 1840 A. McHan applying creditor under the attachment aforesaid this day filed his note of hand against the said James McDonald for $77.76 whereupon it is considered by me that he recover of Defendant in attachment the sum of Eighty five dollars and sixty seven cents principal & interest and cost and judgment is duly rendered accordingly

Benjamin Sexton } Applying creditor as aforesaid. April 6. 1840 this day came said Sexton
vs
James McDonald } and filed his claim against the said McDonald and the same being evidenced by defendants note of hand for $61.37/100 and interest thereon the whole amounting to more than the jurisdiction of a Justice of the peace in such cases. This case with my doings herein are hereby closed and the subject-matter entitled to the Court Common Pleas for said County as required by law. March 26. 1840 an order issued to Nelson Hazen constable of Union Township in said County of Union to sell the property herein in the action of attachment by E. Heatly const which was returned endorsed. by virtue of this writ I seized the goods and chattels described in the Schedule hereunto annexed herein on by Elias Heatly const and made thereby one hundred and twenty five dollars & thirteen cents for my fees returned five dollars and fifty cents, for Elias Soley twenty five cents for keep Balance paid over to W. H. Frank J.P. April 6. 1840 Nelson Hazen cost April 15. 1840 paid by request of creditors to James Riddle $76.26 to obtain a deed of him for James McDonalds farm house and lot in Milford in said County

I do hereby certify the within to be a correct Transcript of the proceeding in the above case May 18. 1840 Wm H. Frank J. P. Seal

And afterwards to wit on the 19. day of May 1840 the Plff by his agent filed the following affidavit to wit State of Ohio Union County ss Court of Com Pleas Personally appeared W. G. Lawrence Attorney for Samuel Soley against James McDonald in attachment and made oath to this Court from the docket of W. H. Frank J.P. who being duly sworn according to law deposeth and says that the said James McDonald is like an absconding debtor to the injury of his creditors and that the said McDonald is the holder of real estate within this County and further saith not W. G. Lawrence

Sworn to and Subscribed in open Court this 19. day of May 1840 before me Joshua Lindley C.C.P.

Whereupon the following writ of attachment is issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting, We command you to attach the lands tenements, goods, chattels rights credits moneys and effects of James McDonald wherever they may be found and the same to keep or so to provide that the same or the value

thereof may be forthcoming to answer the judgments of our Court of Common Pleas within and for the said County of Union in a certain action on the case therein prosecuted by Samuel Foley against the said James McDonald for two hundred and Eight dollars damages, and in what manner you execute this writ—make appear to our said Court of Common Pleas Forthwith and have you then there this writ
{seal} Witness Stat. H. Gill Clerk of said Court of Common Pleas of Union County this 11th day
of May 1840 Stat. H. Gill Clerk Said writ was endorsed as follows to wit—
Suit not to recover the amount of two Judgments of the sum of $208. W.C. Laurence
And afterwards to wit on the 20th May 1840 the Sheriff returned said writ with the words and
figures following to wit May 11. 1840 procured to execute this writ by attaching three
several pieces of land adjoining the town of Milford to wit commencing at the South
east corner of lot No 1. in said town thence with the road S. 2 W. 2 poles thence N. 70 W. 4 poles
and 9 links thence N. 20 E. 2 poles thence S. 7 E. 4 poles & 9 links to the beginning 2nd piece begin-
ning at the S. E. corner of the first piece and running with the road 4½ poles thence N. 70 W.
4 poles 9 links thence N. 2 E. 4½ poles thence S. 70 E. to the beginning. Beginning at the
S. E. corner of M. Goodings lot near Milford thence running with said road S. 2 W.
5 poles to a Stake in the line of Survey No 9494 thence running with the line of said Survey
N. 14 W. 4 poles & ten links thence N. 2 E. 5½ poles thence with M. Goodings line to the begin
ning and appraised the same by the oaths of James Riddle & William Parkinson
as follows first piece $225.00 second piece $325.00 third piece $100.00 fee $3.50
No more property found R. Clark Sheriff further 7th day of July the said writ was called and continued
And afterwards to wit on the 27 th day of Sept. 1840 came Gest & Mills and filed
their declaration in the above case of attachment in the words and figures following
to wit State of Ohio Union County ss Union
and afterwards to wit on the 18th day of May 1840 on motion of W.C. Laurence Attorney
for Samuel Foley ordered that a writ of attachment issue in this case against the
lands and tenements of said James McDonald. and afterwards to wit on the same
day and year last aforesaid the following writ was issued to wit State of Ohio Union County ss
To the Sheriff of said County Greeting We command you to attach the lands tenements
goods, chattels rights credits moneys and effects of James McDonald wherever
they may be found and the same to keep or so to provide that the same or the value
thereof may be forthcoming to answer the Judgments of our Court of Common
Pleas within and for the said County of Union in a certain action on the case
therein prosecuted by Samuel Foley against the said James McDonald for
two hundred and eight dollars damages and in what manner you execute
this writ make appear to our said Court of Common Pleas forthwith and
have you then there this writ {Seal} Witness Stat. H. Gill Clerk of said Court
Common Pleas of Union County this 11. day of May A.D. 1840 S. H. Gill Clk
On which said writ was the following endorsement to wit Suit not to recover
the amount of two Judgments of the sum of 208$ W.C. Laurence
And afterwards to wit on the 20 May 1840 the Sheriff returned said writ as follows to wit
May 11th 1840 procured to execute this writ by attaching three several pieces of land
adjoining the town of Milford to wit commencing at the S.E. corner of lot No 1
in said town thence with the road S. 2 W. 2 poles thence N. 70 W. 4 poles & 9 links thence N. 20 E.
2 poles thence S. 7 E. 4 poles & 9 links to the beginning 2nd piece beginning at the S.E corner
of the first piece and running with the road 4½ poles thence N. 70 W. 4 poles 9 links thence
N. 2 E. 4½ poles thence S. 70 E. to the beginning— Beginning at the S.E corner of M. Goodings
lot near Milford thence running with said road S. 2 W. 5 poles to a stake in the line of
Survey No 9494 thence running with the line of said Survey N. 14 W. 4 poles & ten links
thence N. 2 E. 5½ poles thence with M. Goodings line to the beginning and appraised the same
by the oaths of James Riddle and William Parkinson as follows first piece $225.00
second piece at $325.00 third piece $100.00 no more property found fee $3.50 R. Clark Sh'ff
And afterwards to wit on the 21st day of May 1840 on motion of the Court by W.C. Laurence
counsel for plaintiff the defendant being three times solemnly called came not but thereupon
it is ordered that unless the first default be entered and afterwards to wit on the 7th day

of duly 1840 on motion to the Court by W.C. Lawrence Counsel for the plaintiff the defendant being three times solemnly called came not therefore it is ordered that this the second default be entered and this cause is continued and afterwards to wit on the 29. day of Sept 1840 Came Gest & Mills by W.C. Lawrence their atty & filed their declaration as follows to wit State of Ohio Union County ss Union Common Pleas October Term 1840. Jeremiah Gest & John Mills partners under the name and firm of Gest and Mills applying creditors under the attachment of Samuel Foley complain of James McDonald in a plea of assumpsit for that whereas the said James McDonald on the 28 day of September in the year of our Lord one thousand eight hundred and thirty eight at the County of Union aforesaid made his promissory note in writing and delivered the same to the said Jeremiah Gest and John Mills and thereby promised to pay the said Jeremiah Gest & John Mills by the said name of their firm of Gest and Mills the sum of one hundred and eighteen dollars and twenty nine cents in one day after the date thereof which period has now elapsed) and the said James McDonald then and there in consideration of the premises promised to pay the amount of the said note to the said Jeremiah Gest and John Mills by the said name of their firm of Gest and Mills according to the tenor and effect thereof. Yet the said James McDonald hath disregarded his promises and hath not paid the said sum of money or any part thereof; to the damage of the said Jeremiah Gest and John Mills partners under the name and firm of Gest and Mills one hundred and thirty dollars and therefore they bring suit &c By W.C. Lawrence their Attorney And afterwards to wit on the same day and year last aforesaid John Coolidge by W.C. Lawrence his attorney filed his declaration in the words and figures follows to wit

State of Ohio Union County ss Union Common Pleas Oct. Term 1840

John Coolidge applying creditor under the attachment of Samuel Foley complains of James McDonald in a plea of assumpsit for that whereas the said James McDonald on the seventh day of September in the year of our Lord one thousand eight hundred and thirty seven at the County of Union aforesaid made his promissory note in writing and delivered the same to the said John Coolidge and thereby promised to pay to the said John Coolidge or bearer the sum of Fifteen dollars and sixty five cents on the day of the date thereof which period has now elapsed and the said James McDonald then and there in consideration of the premises promised to pay the amount of the said note to the said John Coolidge according to the tenor and effect thereof Yet the said James McDonald hath disregarded his promises and hath not paid the said sum of money nor any part thereof to the damage of the said John Coolidge forty dollars and therefore he brings his suit &c by W.C. Lawrence his atty And afterwards to wit on the 8th day of Oct 1840 Benjamin Gorton by W.C. Lawrence his atty filed his declaration in the words and figures following to wit

State of Ohio Union County ss Union Common Pleas Oct Term 1840

Benjamin Gorton applying creditor under the attachment of Samuel Foley complains of James McDonald in a plea of assumpsit for that whereas the said James McDonald on the third day of October 1838 at the County of Union made his promissory note in writing and then and there delivered the same to Nelson Hayes and thereby promised to pay the said Hayes or bearer one hundred and sixty one dollars and 37/100 on or before the 1st day of April next (meaning the next after the date thereof) which period has now elapsed and the said Nelson Hayes then and there endorsed the same to the plaintiff whereof the said James McDonald then and there had notice, and then and there in consideration of the premises promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof Yet the said McDonald hath disregarded his promises and has not paid the said sum of money or any part thereof to the damage of the plaintiff 200$ By W.C. Lawrence his atty And afterwards to wit on the same day and year first herein aforesaid came the plaintiff Samuel Foley by his attorney and the said defendant though solemnly came not but made default, and thereupon neither of the parties requesting a Jury, the Court being fully advised of the premises do assess the plaintiffs damages by reason of the premises

to two hundred and eleven dollars and fifteen cents Therefore it is considered that the said plaintiff recover of the said defendant the said Sum of $211.15 his damages aforesaid so as aforesaid assessed together with his costs in this behalf expended taxed at dollars and cents and it is ordered that a writ issue in the nature of a venditioni exponas issue for the sale of the property attached

Gest & Mills vs James McDonald — Samuel B. Comer vs James McDonald — A. M. Hare vs Jas McDonald — John Coolidge vs James McDonald

And afterwards to wit on the same day and year last aforesaid the above named creditors of James McDonald filed their declarations and claims in the suit of attachment brought by Samuel Foley against the said McDonald and thereupon neither of the parties requesting a writ of inquiry and the Court being fully advised in the premises do find that the said plaintiffs have sustained damages severally to the amount of the Judgments hereinafter rendered in favor of said creditors respectively It is therefore considered by the Court that the said Samuel B. Comer recover of the said James McDonald the sum of four dollars and ninety eight cents. That the said A M. Hare recover of the said James McDonald the sum of eight eight dollars $31/00 that John Coolidge recover of the said James McDonald the sum of seven dollars that Gest and Mills recover of the said James McDonald the sum of one hundred and thirty two dollars and 66/100. And afterwards to wit on the 8th day of Oct. 1840 came Benjamin Gorton one of the creditors of James McDonald and filed his declaration and claim under the suit in attachment brought by Samuel Foley against the said McDonald and thereupon neither of the parties requesting a writ of enquiry and the Court being fully advised of the premises do find that the plaintiff hath sustained damages to the amount of one hundred and forty six dollars and twenty eight cents Therefore it is considered by the Court that the said plaintiff recover of the said defendant the said sum of $ 146.28/100 his damages aforesaid so as aforesaid assessed and also his costs in this behalf expended taxed to dollars cents

Attest James H. Gilchrist

Silas G. Strong vs James L. Lord } Pleas before his Honor Joseph H. Larwill Esqr President and John Cassidy Nicholas Hathaway and 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 6th day of Oct. 1840 Be it remembered that heretofore to wit on the 4th day of Dec 1839 the plaintiff by his attorney W G Lawrence filed the following praecipe and affidavit to wit

Silas G. Strong vs Jas L. Lord } Union Common Pleas In Attachment by attachment Damages $250.

Issue a writ of attachment returnable on the first day of next June Endorse suit brot on Lifts two notes of hand given jointly and severally with one William Sharp now also (absconded) to plaintiff Both dated on the 28. day 1839 the first for sixty dollars and payable ten days after date the other for one hundred dollars payable on the 17. day of July (next after the date) 1839 and payable to said Silas G. Strong or bearer in Lumber also for goods sold and delivered &c By W. G. Lawrence his atty

State of Ohio Union County ss Personally appeared Silas G. Strong who being duly sworn says that the aforesaid James L. Lord is justly indebted to him in the amount of the above described notes and further that the said James L. Lord is not a resident of this State as he verily believes and further saith not Silas G. Strong

Sworn to & subscribed before me this 4th day of December 183 Wm B. Gwin C. P.

Whereupon the following writ issued to wit The State of Ohio Union County ss To the Sheriff of said County Greeting We command you to attach the lands tenements, goods chattels rights credits moneys and effects of James L. Lord wheresoever they may be found and the same to keep so to provide that the same or the value thereof may be forthcoming to answer the judgment

of our Court of Common Pleas within and for the said County of Union in a certain in assumpsit therein prosecuted by Silas G Strong against the said Samuel L Ford for two hundred and fifty dollars damages and in what manner you shall execute this writ make appear to our said Court of Common Pleas on the first day of their next Term and have you then there this writ Witness Samuel H. Gill Clerk of the Court of our Common Pleas for Union County this fourth day of Dec 1839 Samuel H Gill Clerk

And afterwards to wit on the 4th day of May 1840 the Sheriff returned said writ in the words and figures following to wit Rec'd Dec 4. 1839 Attached an out lot on the east side of the town of Marysville known as the Steam mill lot together with the Steam sawmill and grist mill & their fixtures and appraised the whole by the oaths of J. B. Johnson & B. F. Kelsey at $500.00 no more property money to be made found R. Black Sheff

And afterwards to wit on the 4. day of May 1840 on motion to the Court by M. Lawrence counsel for Plaintiff the defendant being three times solemnly called came not thereupon it is ordered that this be first default be entered, and afterwards to wit on the 2d day of July 1840 On motion to the Court by Mr Lawrence counsel for the plaintiff, the defendant being three times solemnly called came not. Thereupon it is ordered that this the second default be entered and this cause is continued and afterwards to wit on the 29 day of Sept 1840 the plaintiff by Mr Lawrence his atty filed his declaration in the words and figures following to wit State of Ohio Union County ss Union Common Pleas October Term 1840 Silas G Strong in attachment complains of James L Ford in a plea of assumpsit for that whereas the said James L Ford on the 28. day of March in the year of our Lord one thousand eight hundred and thirty nine at the County of Union aforesaid jointly and severally with one William Sharp who has removed Strait out and Strait off into parts unknown and has thereby become de funct as to the purposes of this complaint made his promissory note in writing and delivered the same to the said Silas G Strong and thereby promised to pay to the said Silas G. Strong or bearer the sum of Sixty dollars in Sawed lumber to be delivered within one half mile of the said Strongs dwelling in Marysville within ten days after the date thereof which period has now elapsed and the said James L Ford then and there in consideration of the premises promised to pay the amount of the said note to the said Silas G. Strong according to the tenor and effect thereof. And whereas the said James L Ford was indebted to the said Silas G Strong on the 28th day of March in the year of our Lord one thousand eight hundred and thirty nine at the County of Union aforesaid in the sum of Sixty dollars for the price and value of goods then and there bargained sold and delivered by the plaintiff to the defendant at his request, and whereas the defendant afterwards on the 28. day of March in the year of our Lord one thousand eight hundred and thirty nine in consideration of the premises then and there promised to pay the said last mentioned sum of money to the plaintiff on request, yet he hath disregarded his promises and hath not paid the said several sums of money aforesaid, nor either of them nor any part thereof although in said lumber or money though often requested so to do to the damage of the plaintiff Sixty five dollars & therefore he brings suit &c by M. Lawrence his atty And afterwards to wit on the 27 day of Sept 1840 Silas G Strong by M. Lawrence his atty files his declaration in the words and figures following to wit

State of Ohio Union County ss Union Common Pleas Oct Term A. D. 1840

Silas G. Strong applying on oath under the attachment of Silas G. Strong complains of James L Ford in a plea of assumpsit for that whereas the said James L Ford on the twenty eighth day of March in the year of our Lord one thousand eight hundred and thirty nine at the County of Union aforesaid jointly and severally with one William Sharp who has removed to Hocking or Somewhere else unknown and unascertained and has thereby become de funct as to the purposes of this complaint made his promissory note in writing and delivered the same to the said Silas G Strong and thereby promised to pay to the said Silas G Strong or bearer one hundred dollars in Sawed lumber to be delivered within

one half mile of the said Strongs dwelling in Marysville on the 17th day of July next meaning the next after the date thereof which period has now elapsed), and the said James I Lord then and there in consideration of the premises promised to pay the amount of the said note to the said Silas G Strong according to the tenor and effect thereof. And whereas the said James I Lord on the twenty eighth day of March in the year of our Lord one thousand eight hundred and thirty nine at the County of Union aforesaid was indebted to the said Silas G Strong in the sum of one hundred dollars for the price and value of goods wares and merchandize sold and delivered by the plaintiff to the defendant at his request and whereas the defendant afterwards on the twenty eighth day of March in the year of our Lord one thousand eight hundred and thirty nine in consideration of the premises then and there promised to pay the said last mentioned sum of money to the plaintiff on request. Yet he hath disregarded his promises and hath not paid the said several sums of money aforesaid nor either of them nor any part thereof either in cash lumber or money, though often requested so to do, to the damage of the plaintiff one hundred and ten dollars and therefore he brings his suit &c By W C Laurence his Attty

And afterwards to wit on the same day and year first herein aforesaid came the said Silas G Strong by his attorney and discontinues his suit. Therefore it is considered that the said James I Lord go hence without day and recover of the said Strong his costs in this behalf expended taxed dollars and Cents

Test James H Seelye Clerk

J R Lyman

Marvin McNulty & George M. Chapman
vs
John I. Doran

Pleas before his Honor Joseph R. Ware Esqr President and John Cassidy Nicholas Hathaway and Silas G Strong his associate Judges at a Court of Common Pleas in and for the County of Union and State of Ohio on the 6th day of Oct. Ann in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore to wit on the 11th day of July 1839 the Complainant by Messrs Bush and Gilbert his Counsel filed his bill in Chancery in the words and figures following to wit To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union on Chancery Sitting. Humbly complaining Show unto your Honors your orators Marvin McNulty and George M. Chapman of the City and State of New York that on the 4th day of Oct 1838 one John I. Doran (whom your orators pray may be made defendant hereto) Executed to your orators his three promissory notes for two thousand Dollars each with interest payable in Six twelve and eighteen months respectively the first of which now due is herewith filed and made a part hereof marked as voucher "A." Your orators further charge that on the said 4th of October A.D. 1838 the said defendant Doran executed to your orators his sealed bond to secure the payment of said three several promissory notes which said bond is herewith filed and made a part thereof marked as voucher "B." Your orators further represent and charge that in order further to secure said sum of Six thousand Dollars the said Defendant Doran on the said 4th day of October A.D. 1838 Executed to your orators his certain certain deed of mortgage of the following lands and real estate to wit the undivided one third part of all that certain tract of land situate in Union County Ohio being a Survey of twelve hundred acres of land on part of a military warrant No 5157 in the name of James Gilmore on the waters of Bokes creek all which is more particularly described and will more fully appear reference being had to said mortgage deed herewith filed and made a part hereof marked as voucher "C" Your orators further represents and charges that the first note of two thousand dollars has become due with the interest thereon and no part of the same has been paid and the said defendant Doran has absconded and left the State of Ohio and gone to parts unknown to your orators though your orators are informed and believe that he has gone to the Republic of Texas the common refuge of all this

Your orators further represent & charge that at the time of the execution of said mortgage said Doran represented to your orators that said undivided one third part of said twelve hundred acres of land was worth upwards of twelve thousand dollars. Whereas in truth and in fact your orators have since learnt that said land so mortgaged to them is not sufficient in value to pay the said sum of two thousand dollars now due on said first mentioned note. Your orators further represent and charge that they have been informed that the remaining two third parts of said twelve hundred acres belongs to one John A Bryan and one Elias B. Drake as tenants in common with the said Doran and that at the March Term 1839 of Your honorable Court said Bryan filed his petition in partition of said 1200 acres of land in which said petition your orators were made parties defendants to Your orators pray the premises considered that the said defendant Doran may full true and perfect answer make to this your orators bill and to all the matters and things herein charged as if the same were here again repeated and he thereunto particularly interrogated and by a decree of this honorable Court that said mortgage and the equity of said Doran in said mortgaged premises be foreclosed barred and foreclosed and if necessary said land be sold for the payment of the amount due your orators or so much thereof as the same will satisfy and discharge. Your orators also pray that this their bill be considered as an answer to said petition of John A. Bryan for partition and that one third part of said 1200 acres of land be set off in severalty to your orators towards the satisfaction of said debt and such other and further relief as the nature of the case may require and to your honors may seem meet Your orators pray the writ of subpoena and an order of publication and as in duty bound will ever pray & Bush and Gilbert Sols for Complts

Voucher marked "A" read in the words and figures following to wit

New York October 4th 1838 $2000 Six months after date we promise to pay to the order of McNulty & Chapman at the Manhattan bank New York Two thousand dollars for value Received with interest.

Doran & Co

Voucher marked "B" read in the words and figures following (to wit)

Know all men by these presents that I John L. Doran of Columbus in the State of Ohio am held & firmly bound unto Marvin McNulty and George M. Chapman of the City of New York in the sum of twelve thousand Dollars lawful money of the United States of America to be paid to the said Marvin Marvin McNulty and George M. Chapman their executors administrators or assigns for which payment well and truly to be made I bind myself my heirs executors and administrators firmly by these presents Sealed with my seal dated the fourth day of October one thousand eight hundred and thirty eight. The condition of the above obligation is such that if the above bounden John L. Doran his heirs executors or administrators shall well and truly pay or cause to be paid unto the above named Marvin McNulty & George M. Chapman their executors administrators or assigns the just and full sum of Six thousand Dollars in manner following: viz: The sum of two thousand dollars in Six months from the date hereof. the sum of two thousand dollars in twelve months from the date hereof and the sum of Two thousand Dollars in eighteen months from the date hereof with the lawful interest thereon payable half yearly. Then the above obligation to be void otherwise to remain in full force and virtue

Sealed and Delivered in presence of

A. B. Nones

John L Doran {Seal}

Voucher marked "C." read in the words and figures following to wit

This indenture made the fourth day of October in the year one thousand eight hundred and thirty eight between John L. Doran of Columbus in the State of Ohio of the first part and Marvin McNulty and George M. Chapman of the City of New York of the second part. Whereas the said John L. Doran is justly indebted to the said parties of the second part in the sum of Six thousand dollars lawful money of the United States Secured to be paid by certain bond or obligation bearing even date herewith these presents in the penal sum of twelve thousand dollars

lawful money as aforsaid. conditioned for the payment of the said first-mentioned Sum of Six thousand dollars in manner following viz. the Sum of two thousand dollars in Six months from the date hereof, the Sum of two thousand dollars in twelve months from the date hereof & the Sum of two thousand dollars in Eighteen months from the date hereof with the lawful interest thereon payable half yearly as by the said bond or obligation and the condition thereof reference being thereunto had may more fully appear. Now this Indenture witnesseth that the said party of the first part for the better securing the payment of the said Sum of money mentioned in the condition of the said bond or obligation with interest thereon according to the true intent and meaning thereof, and also for and in consideration of the Sum of one dollar to him in hand paid by the said parties of the second part at or before the ensealing hereof and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained sold aliened released conveyed and confirmed and by these presents doth grant bargain sell alien release convey and confirm unto the second party and to their heirs and assigns forever all that undivided one third part of all that certain tract of land situate in Union County and State of Ohio to wit Survey of twelve hundred acres of land a part of Military warrant No 5137 in favor of James Gilmore the whole thereof being for two thousand Six hundred and Sixty Six ~~~~ and two thirds acres on the waters of Bokes Creek beginning at a beech hickory and Elm corner southeastly corner to Robert Means Survey No 5357 running with his line and with the line of Barley and Merrymans Survey No 3138 N. 7° E 530 poles crossing several Branches & two elms two hickories two Buckeyes & two beaches South westerly corner to Duncan McArthurs Survey No 6507 thence with his line S. 51° E 626 poles crossing a large Branches at 82 a small branch at 112 a large branch at 336 and a small branch at 351 poles to a large white oak ash and hickory South east corner to said McArthurs Survey and Southwestly corner to the Representatives of William Fraze Survey No 3690 thence S. 7 W. 188 poles to a beach thence N. 83 West 530 poles to the beginning together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and also all the Estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in and to the same and every part and parcel thereof with the appurtenances unto the said parties of the second part to have and to hold the above granted and described premises with the appurtenances unto the said parties of the second part their heirs and assigns, to their own proper use benefit and behoof forever: Provided always and these presents are upon this express condition that if the said party of the first part, his heirs Executors or administrators shall well and truly pay unto the said parties of the second part their Executors administrators or assigns the said Sum of money mentioned in the condition of the said bond or obligation and the interest thereon at the time and in the manner mentioned in the said condition according to the true intent and meaning thereof that then these presents and the Estate hereby granted shall cease determine and be voice. And the said Marcus L. Dorsey for himself his heirs executors and administrators doth covenant and agree to pay unto the said parties of the second part their executors administrators or assigns the said Sum of money and interest as mentioned above and expressed in the condition of the said bond. And if default shall be made in the payment of the said Sum of money above mentioned or the interest that may grow due thereupon or any part thereof that then and from thenceforth it shall be lawful for the said parties of the second part their executors administrators and assigns to enter into and upon all and singular the premises hereby granted or intended so to be and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part his heirs Executors administrators or assigns therein at public auction according to the act in such case made and provided. And as the attorney of the

said party of the first part for the purpose by these presents duly authorized constituted and appointed to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same in fee simple and out of the money arising from said sale to retain the principal and interest which shall then be due on the said bond or obligation together with the costs and charges of advertisement and sale of the same premises rendering the overplus of the purchase money (if any there shall be) unto the said Asher L. Doran of the first part his heirs executors administrators or assigns; which sale so to be made shall forever be a perpetual bar both in law and equity against the said party of the first part heirs and assigns and all other persons claiming or to claim the premises or any part thereof by from or under him or them or either of them. In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written Sealed & delivered [illegible] A B Nones Asher L Doran [seal]

State of New York } On the fourth day of October 1838 personally came before me Asher L Doran
City & County of New York } proved to me satisfactorally to be the same person described & who executed the within indenture by the oath of Aaron B. Nones subscribing witness thereto (who on being duly sworn before me did depose and say that he resides in the city of New York. that he is acquainted with Asher L Doran and that he knew him to be the same person described in and who executed the within indenture. he the said Asher L Doran acknowledged before me that he executed the same for the purposes therein mentioned Isaac O Barker Commissioner of deeds &c as and for the City and County of New York

State of New York City and County of New York ss

I Joseph Moore Clerk of the City and County of New York and also Clerk of the Court of Common Pleas for the said City and County do hereby certify that Isaac O Barker whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Commissioner in and for the City and County aforesaid dwelling in the said City commissioned and sworn and authorized to take the same and further that I am well acquainted with the hand writing of such commissioner and verily believe that the signature to the said certificate of proof or acknowledgment is genuine & Seal & In testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County the 5th day of Oct. 1838 Joseph Moore Clerk

Endorsement Recorded & fee Marysville Union County Ohio Received this mortgage for record Nov. 13th 1838 at 12 o'clock M. and recorded in the same book in Vol. 6 pages 605 & 6 J B Smith recorder

And afterwards to wit on the 12th day of July 1839 on motion of the complainants by their Solicitor and it appearing to the satisfaction of the Court that the above defendant is not a resident of this State it is ordered that notice of the pendency of this suit together with the substance of the bill and prayer thereof be published in the Union Forum and Union County advertiser a newspaper printed and in general circulation in said County of Union six consecutive weeks prior to the next term of this Court to which time this cause is continued and afterwards to wit on the 31. day of Oct. 1839 the came the said complainants and proved such proof of publication of notice and this cause is continued which said order reads in the words and figures following to wit State of Ohio Union County Common Pleas. No clemency

Marvin McNulty }
George M. Chapman } The bill in this case charges that on the 6th of October 1838 said
John L. Doran } Doran executed to said McNulty and Chapman his three promissory notes for $1000 each payable in 6 12 and 18 months respectively with interest on the same and to secure the payment of said notes said Doran executed his bond and mortgage deed on the undivided one third part of 1100 acres of land in Union County on Bokes Creek particularly described in said mortgage deed ~~and then~~ that said bond is not sufficient in value to pay off the first note for $1000 now due. that said Doran has paid no part of said $1000. and has left the State of Ohio. The bill prays that said mortgage may be foreclosed & stand for general relief and on motion of the said Com

A.D. 1837 of said Court it appearing to the satisfaction of the Court that the said Elihu L Doran is not a resident of this State it is ordered that notice of the pendency of this Suit together with the substance of the bill and prayer thereof be published in "Our Freedom and Union" County advertiser" a newspaper printed and in general circulation in said County of Union Six consecutive weeks prior to the next Term of this Court. A true Copy Test H. Linville Clk
Brush and Gilbat Solrs for Complts

Personally appeared in open Court Stephen M'Clain one of the Editors of "Our Freedom and Union County advertiser" and being duly sworn deposeth and saith that the annexed notice was published in said paper Six consecutive weeks from the fifteenth day of July to the 26th of October A.D. 1837 Stephen M'Clain
Sworn to and subscribed in open Court this 31. day of October A.D. 1837 H. Linville Clk
And afterwards to wit on the 17th day of May 1840 This cause came on to be heard upon the bill and Exhibits and the defendant having failed to answer plead or demur though ruled so to do and being in default It is therefore ordered adjudged and decreed by the Court, that the bill and matters therein stated be taken as confessed and the Court having seen and inspected the bill and exhibits and maturely considered the premises are of opinion that the law and equity of the case are with the Complainants and the Court do find that there is now due to the complainants upon the bond and mortgage in the bill named the sum of Six thousand five hundred and Eighty five dollars and partition of the lands and tenements in the bill named having been made since the filing of the bill in this Suit and one third thereof set off and assigned to the said Elihu L. Doran. It is therefore ordered adjudged and decreed by the Court that the said defendant Elihu L. Doran do within twenty days from the rising of this Court pay to the said Complainant the said sum of Six thousand five hundred and Eighty five dollars and in default thereof that the Sheriff of this County a Special Master Commissioner for that purpose do proceed to sell the said third part of said lands and tenements in the bill named which has been set off and assigned to said defendant Elihu L. Doran under the rules and restrictions regulating judgments and executions at law and that he return his proceedings to the next Term of this Court at which time this cause is continued. And afterwards to wit on the 15th day of June 1840 the following entry of said decree was delivered to the Sheriff of said Master Commissioner to wit
Marvin M'Nulty
George M. Chapman
Elihu L. Doran } In Chancery. This cause came on to be heard upon the bill and Exhibits and the defendants having failed to plead answer or demur though ruled so to do and being in default it is therefore ordered adjudged and decreed by the Court that the bill and matters therein stated be taken as confessed and the Court having seen and inspected the bill and exhibits and maturely considered the premises are of opinion that the law and equity of the case are with the Complainants, and the Court do find that there is now due to the complainants upon the bond and mortgage in the bill named the sum of Six thousand five hundred and eighty five dollars, and partition of the lands and tenements in the bill named having been made since the filing of the bill in this Suit and one third thereof set off and assigned to the said Elihu L. Doran, It is therefore ordered adjudged and decreed by the Court that the said defendant Elihu L. Doran do within twenty days from the rising of this Court pay to the said Complainants the said sum of Six thousand five hundred and Eighty five dollars and in default thereof that the Sheriff of this County a special master commissioner appointed for that purpose do proceed to sell the said third part of said lands and tenements in the bill named which has been set off and assigned to said defendant Elihu L. Doran under the rules and restrictions regulating judgments and executions at law and that he return his proceedings to the next Term of this Court at which time this cause is continued.
Seal Hannah M'Gee Clerk of Court of Common Pleas within and for the County of Union & State of Ohio do hereby certify that the above is taken and correctly copied from the records of said Court at the May Term thereof 1840
Given under my hand and seal of office at Marysville this 15. day of June A.D. 1840
Hannah M'Gee Clk

which was returned by said Master commissioner July 8. 1840 Read June 15. 1840 Appraised the land by the oaths of Stephen McClain Cyprian Lee & Levi Ruffs at two dollars per acre for want of time

A. Clark Sheriff

And afterwards to wit on the 27. day of July 1840 the following writ of venditioni exponas to the said Master. to wit The State of Ohio Union County Greeting

We command you that of those lands and tenements of Alvin L. Doran which according to a decree in our Court of Common Pleas within and for said County at the May Term A.D. 1840 you caused to be appraised but which yet remain unsold as you have certified to Satisfy Marvin McNutty and George M. Chapman the sum of Six thousand five hundred and Eighty four dollars which by a decree of said Court at the Term aforesaid the said McNutty and Chapman recovered against the said Alvin L. Doran you cause to be made the sum aforesaid and have the same before our said Court at the Court House in Marysville on the first day of next Term together with the said McNutty and Chapman and have you then there this writ & what you Witness James H. Lee Clerk of said Court at the Court House aforesaid this 27th day of July 1840 James H. Lee Clerk 12

And afterwards to wit on the 6th day of Oct 1840 the Sheriff returned said writ as follows to wit State of Ohio Union County ss By virtue of the within order I have duly appraised according to law the lands therein referred to and which is described in the advertisements hereto attached and having for more than thirty days prior to Oct 6. 1840 advertised the said lands for sale in the Union Star a newspaper published at Marysville in said County and in general circulation in said County on that day offered said lands for sale at the door of the Court House in Marysville in said County and struck the same down to ~~to~~ Chapman at one dollar thirty four cents per acre the being the highest and best bidder therefor and that amount being more than two thirds the appraised value of said lands

Amt made $667.00

A. Clark Sheriff and Master Commissioner

Said notice is in the words and figures following to wit

Sheriff's Sale By virtue of an order to me directed from the Court of Common Pleas of the County of Union I will offer at public sale at the door of the Court house in said County on the Sixth day of October next the following described real estate (to wit) Beginning at two beeches and a sugar tree in the east line of Robert Means Survey No 5386 and Southwest corner to Lot No 2 thence with the line of Lot No 2 S. 81° 05 E 57 1/2 poles to a stake in the east original line of this Survey thence with said line S. 7. W. 135 poles and three links to a stake in the South east corner of said Survey thence with South original line N. 81° 05 W. 59 2/ poles to a beech and hickory S.W. Original corner of said Survey thence with the line north 8° 05 E. 135 poles and 3 links to the beginning containing five hundred acres Said lands seized as the property of Alvin L. Doran at the suit of McNutty and Chapman A. Clark Sheriff

State of Ohio Union County ss I Robert McBratney of said County of lawful age being duly sworn deposeth and saith that the annexed advertisement was published for more than thirty days prior to Oct 6. 1840 in the Union Star a newspaper published at Marysville in said Union County and of general circulation in said County Signed R. McBratney Subscribed and sworn to Oct 6. 1840 Before me. Wm H. Brach J.P.

And afterwards to wit on the same day and year first herein aforesaid came the Master Commissioner herein before appointed and made report of his proceedings and sale of five hundred acres of land in the proceedings described to which the Court for the same of one dollar and thirty four cents per acre and the Court having investigated the proceedings said sale and finding the same in all respects legal do confirm the same and ordered to be made to the purchaser. It is further ordered that out of the proceeds of the lands aforesaid the said Master pay first the costs of this bill and the balance to the complainants in part payment of their said decree and on motion it appearing that all the property in the mortgage described has been sold and has not produced sufficient to pay the complainants debts it is ordered that execution issue for the balance as upon Judgments at law

Attest Jas H. Lee Clerk

Recorded 6. "Certificate" see original return

Lyne Starling
vs
John W. Jones
and others

Pleas before the hon Joseph R. Swan Esqr President and
John Cable Nicholas Hutchinson and Silas G. Strong his Associate
Judges at a Court of Common Pleas began and held at the Court
House in the Town of Marysville within and for the County of Union
and State of Ohio on the 6th day of October in the year of our Lord one
thousand eight hundred and forty. Be it remembered that heretofore to wit on the
18th day of May 1840 the plaintiff by Wm Thomas Esqr his attorney filed his bill in
Chancery in the words and figures following to wit To the Court of Common Pleas for
the County of Union in Chancery Sitting Humbly complaining Sheweth unto your
Honors your orator Lyne Starling Jr that a certain James B. Coghill of the
State of Virginia being legally seized of one moiety of two Surveys of Land numbered
5135 and 5136 lying in the County of Union in the State of Ohio duely
and dated the tenth day of February Eighteen hundred and twenty one Conveyed
to a certain John W Jones his undivided interest in the two above mentioned
Surveys with the exception of one hundred ninety four acres before that time sold in
trust to secure certain debts therein named as will more fully and at large appear
by reference to said deed of trust which is herewith filed as an Exhibit marked
"A" and prayed to be taken as part of this bill. The said debts are as follows to wit
a debt of Two hundred Sixty eight dollars ninety two cents due Jane A. Briscoe
a debt of one hundred and forty one dollars eight seven cents. due Michael H
Murry. A debt of three hundred and Seventy dollars due Benjamin Briscoe
a debt of
due Edward H Briscoe Your orator charges
that the said debt due Michael H. Murray has been paid off and fully satisfied
that the debt due Jane A. Briscoe has been duly assigned by her to Benjamin
Briscoe & that the debt due Edward H Briscoe who was only entitled to the Surplus after the payment of the other debts mentioned in the said deed of trust
has also been assigned and conveyed by him to a John B Goode in trust for the
Benefit of a certain Peter F. Briscoe leaving thus Benjamin Briscoe John
B. Goode and Peter F. Briscoe as three persons interested in the said deed of trust
from James B. Coghill to John W. Jones as trustee &c. Your orator further shows
that he has purchased by deed dated 12th day of Dec 1839 filed as an exhibit
marked "B" and prayed also to be taken as part of this bill of the said James B Coghill
Benjamin Briscoe John B. Goode and Peter F Briscoe all the equitable interest
they held in the said Survey Nos 5135 and 5136 lying as aforesaid in the County of
Union Ohio. But notwithstanding your orator is now the sole cestui que trust
under said deed of trust Yet the said John W Jones has refused and still refuses
to convey to your orator the legal estate which he the said Jones derived as trustee
under said deed of trust from Coghill & him. and that consequently the legal
title to an undivided half of the said Survey with the exception of one hundred
and ninety four acres before mentioned still remains outstanding in him
the said Jones. Your orator further represents that a certain Thomas E. Gary
now deceased was in his lifetime seized of the other undivided half of the
Survey above referred to. That the said Gary in his life time conveyed by
deed of trust his undivided half of the said Survey to the aforesaid John
W Jones also in trust to secure certain debts therein mentioned and that
by several assignments the equitable interest under said deed of trust
is now held by John F. May of the Town of Petersburg Virginia The said
Thomas E. Gary at the time of his death left several Heirs whose names and
places of residence are to your orator unknown. Your orator in consid-
eration of the premises therefore prays that the said John W Jones John F. May and
the unknown heirs of Thomas E. Gary deceased may be made parties defendants
to this bill and that they may be each compelled by the usual process of this Court
or in such other way as the Court may direct to answer severally each and all
of the several allegations in this bill contained as fully as if particularly &
specifically interrogated. That on the final hearing of this cause the Court

will deem to your orator the legal title to an undivided half of the two aforesaid Surveys Nos 5135 & 5136 with the exception of the one hundred and ninety four acres before mentioned Now held by the said Jones under the deed from Cogbill and that partition of said land may be ordered and that the undivided half to which your orator is entitled may be set off to him in severalty and that your orator may have such other and further relief in the premises as equity and good conscience may require Refers to Comm. Hay "Howard Voucher marked A reads in the words and figures following to wit

Jas. B. Cogbill &c Deed &c Jones & others

An indenture made this tenth day of February in the year of our Lord Christ one thousand eight hundred and twenty nine between James B. Cogbill of the first part & John W Jones of the second part James Boisseau Benjamin Boisseau and Michael N. Murray of the third part and Edward H. Boisseau of the fourth part. whereas the said James B. Cogbill is indebted to the parties of the third part as follows James Boisseau in the sum of two hundred and sixty eight Dollars ninety two cents with interest from the twenty fourth day of April 1819. to Benjamin Boisseau in the sum of three hundred and seventy Dollars with interest from this date and Michael N Murray in the sum of one hundred and forty two dollars Eighty seven cents with interest from the twenty third of February 1819 the payments of which he is desirous to secure and whereas there are unsettled transactions between the said Cogbill and Edward H Boisseau upon which by agreement the said Edward H Boisseau is to be provided for as is hereinafter mentioned Now this indenture witnesseth that the said J. B. Cogbill in consideration of the premises and of the sum of one dollar to him paid by the said John W Jones the receipt whereof is hereby acknowledged hath granted bargained and sold and he doth by these presents grant bargain and sell unto him the said John W. Jones the following tracts or parcels of land lying in the County of Orleans on Millcreek in the State of Ohio to wit Survey No 5135 (number five thousand one hundred and thirty five) and Survey No 5136 (number five thousand one hundred and thirty six) containing in the whole two thousand two hundred and forty six & a half acres about one hundred and ninety four acres have been sold and one half of the residue has been conveyed by Thomas E. Gay leaving one thousand and twenty three & a fourth acres which are hereby conveyed To have and to hold the said lands with the appurtenances unto him the said John W. Jones his heirs and assigns in trust & upon condition nevertheless that it shall and may be lawful for him in case of his death or his legal personal representatives in Virginia to make sale of the said lands and appurtenances in such manner and upon such time either publicly or private as the said James Boesseau & Benj. Boisseau shall deem expedient & best for all the parties and out of the proceeds of such sale after paying all costs and charges attending such sale and the Authenticating & probate of this conveyance in the first place to pay to the said parties of the third part the full amount respectively found to be due to them respectively and severally to pay to the said Edward H Boisseau the surplus arising from the sales aforesaid and to be applied by him to the Credit of any debt or demand which he may have against the said J B Cogbell and the said J B Cogbell for himself and his heirs the lands and appurtenances aforesaid unto him the said John W Jones his heirs and assigns shall and will warrant & by these presents forever defend for the purposes aforesaid against all persons whatsoever In Witness Whereof the said J B Cogbill hath hereunto set his hand & affixed his seal the day and year first written

James B Cogbill Seal

At a Hastings Court held for the Town of Petersburg at the Court House of the said Town Thursday the 25th day of February 1821 the annexed indenture of bargain and sale between James B. Cogbill of the first part John W Jones of the second part and James Boisseau Benjamin Boisseau and Michael N Murray of the

part and Edward H. Boisseau of the fourth part was acknowledged in open Court by the said Warner B. Coghill as his act and deed and ordered to be certified to the proper Court in the State of Ohio in order to be recorded Whereupon a Copy thereof A Nelson Grammar as Clerk of the said Hustings Court in the Town of Petersburg do hereunto set my hand and also set and affix the corporate Seal of the said Town of Petersburg hereunto at Petersburg aforesaid in the State of Virginia this date aforesaid

A. Nelson Grammar Clk

Town of Petersburg State of Virginia Set. I John H. Brown Recorder of the said Town in as such Chief Magistrate thereof the Mayor Elect having as yet not qualified do hereby certify that Nelson Grammar whose name is subscribed to the above certificate of the acknowledgment of the indenture annexed thereto is Clerk of the said Hustings Court and that the Seal annexed thereto is the corporate Seal of the said Town and was so as the Seal of the said Court and that the said certificate and attestation is in due and ordinary form Given under my hand this 15 day of June 1821

John H. Brown Recorder

Recorded and Recorded this Deed July 27 A.D. 1821 Thomas Reynolds Recorder

State of Ohio Union County Marysville Recorders office I T. B. Smith Recorder of said County do hereby certify that the foregoing deed is a true Copy as it stands recorded in my office in Vol. 1 page 14 & 15 & that I am the keeper of the records aforesaid I have hereunto set my hand and affixed the seal of my office this 6. day of October 1840

T. B. Smith Recorder

Coghill Goode & others } This indenture made this 12th day of December 1839 between
Starling & others } Deed
James B. Coghill of the first part John B. Goode Trustee &c Benjamin Boisseau & Peter F. Boisseau of the second part and Lyne Starling of Columbus Ohio of the third part whereas the land hereinafter mentioned was conveyed by the said Coghill to the said John W. Jones in trust to secure certain debts due to Benja Boisseau Jane H. Boisseau Michael H. Murry and Edward H. Boisseau and the said Murry & Bell having been paid and the said Jane H. having assigned hers to the said Benjamin they are no longer interested in the said land. and the said Edward who was only entitled to the surplus after paying the other debts having assigned & conveyed his debt to John B Goode in trust for the benefit of Peter F. Boisseau and the said lands having been sold under the laws of Ohio for the non payment of Taxes the said Starling has agreed to purchase the interest of the said parties to the said lands at the price of fifteen hundred dollars which is not quite sufficient to pay the amount due to the said Benjamin Now therefore this indenture witnesseth that the said Coghill and Goode Trustee B. Boisseau & P. F. Boisseau in consideration of the premises and especially of the said sum of money paid to the said Benjamin Boisseau by the said Starling have and each of them hath bargained sold assigned and confirmed unto the said Lyne Starling & one moiety of Surveys Nos 5135 & 5136 in the Virginia Military District lying in Union County on Mill creek in the State of Ohio containing it is supposed about one thousand and twenty acres be the same more or less however much together with all and singular the appurtenances of every kind thereunto belonging to have and to hold the said undivided moiety of the said land unto the said Lyne Starling from his heirs and assigns forever and the said parties of the first and second part each one for himself and his heirs respectively shall and will warrant and forever defend the said land unto the said Starling his heirs and assigns against all persons claiming under the said & several parties of the first and second part respectively but against no other person or persons whatsoever In witness whereof the said parties of the first and second part have hereunto set their hands and affixed their seals the day first written. Signed sealed & delivered in presence of

Edcora Barnes as to Coghill
A. J. Barnes " Goode & 3d
Samuel G. Baptist P. F. Boisseau

James B. Coghill Seal
J. B. Goode Seal
B. Boisseau Seal
Peter F. Boisseau Seal

Town of Petersburg to wit. Appeared before us Geo. H Jones and William Hawthorne Aldermen for said Town James Bloodgood A. B. Goode B. Bossieux & Peter. F. Bossieux parties to the above deed and acknowledged the ~~foregoing~~ same to be their act and deed and for the same to be certified to the Clerk of Union County in the State of Ohio in order that it may be recorded Given under our hands and seals this 13. day of Dec 1839

Geo. H Jones Ald & Seal
Wm Hawthorn Ald & Seal

State of Virginia Town of Petersburg to wit. I David Bernard Clerk of the Hustings Court of said Town in the State of Virginia do hereby certify that Geo. H Jones and William Hawthorn whose names appear to the foregoing certificate of the acknowledgment of the annexed deed are now and were at the time of their signing the said certificate acting Aldermen & Justices of the peace in and for the said Town duly appointed and qualified as such the same appearing from the records of the said Hustings Court & I likewise certify that the said certificate is entitled to full faith and credit & Seal & In Testimony whereof I have hereunto set my hand and affixed the Seal of the said Hustings Court this second day of January in the year of our Lord one thousand eight hundred & forty D. W. Bernard Clerk

State of Virginia Town of Petersburg to wit I Robert B. Bolling the Mayor of the said Town and as such the presiding Justice of the Hustings Court of the said Town do certify that David W. Bernard whose name appears to the preceding certificate is the Clerk of the said Court and that his said certificate and the attestation thereof are in due form of law Given under my hand this 2nd day of January 1840

Robert B. Bolling Mayor

Filed and recorded January 21. 1841 P. B. Smith Recorder

State of Ohio Union County Marysville Recorders office. I P. B. Smith Recorder of said County do hereby certify that the foregoing deed is a true copy as it stands recorded in my office in book T page 470 & 471 & Seal & In witness whereof I have hereunto set my hand and affixed the seal of said office this Sixth day of Oct 1840 P. B. Smith Recdr

And afterwards to wit on the 17th day of May 1840 On motion it appearing to the satisfaction of the Court, that the defendants are not residents of this State it is ordered that a copy of this order together with the substance of the prayer and the pendency of this suit be published in the Union Star a Newspaper published and in general circulation in this County for six consecutive weeks prior to the next Term of this Court to which time this cause is continued. And afterwards to wit on the Sixth day of Oct 1840 The Plaintiff by Wm Thomas his counsel filed the following notice of publication together with the proof thereof to wit.

John W. Jones John F. May and the unknown heirs of Thomas E. Gay who are non resident of this State and supposed to be residents of Virginia will take notice that a bill has been filed against them in the Court of Common Pleas for the County of Union and State of Ohio by Lyne Starling Jr. the object and prayer of which bill is that the legal title to an undivided half of Survys Nos. 5135 & 5136 may be decreed to him which is now outstanding in the said John W. Jones, Trustee. as the said Complainant is now the sole cestui que trust under said trust Deed to Jones. And the said bill further prays that partition of said Survys may be made between said complainant and the said John W. Jones John F. May and the unknown Heirs of Thomas E. Gay Wray for complt

State of Ohio Union County ss Personally appeared before me William H. Frank a Justice of the peace in and for Union County Robert McBratney Editor and publisher of the Union Star a Newspaper published and having general circulation in the County of Union and being duly sworn according to law deposeth and saith that the annexed advertisement was regularly published in said paper for six consecutive weeks prior to the Sixth day of Oct 1840

R. McBratney

Sworn to and subscribed before me this 6th day of Oct 1840 W. H Frank J.P.

And afterwards Court on the 6th day of Oct 1860 came the complainant by his counsel and the said Respondents still failing to appear and plead answer or demur through contempt & to do this ordered that the complainants bill herein filed be taken against them as confessed. and thereupon this cause came on to be heard upon the bill exhibits testimony &c and was argued by counsel upon consideration whereof the Court are of opinion that the Equity of the case is with the complainant and that the complainant is entitled to one undivided half of the lands in the bill described. It is therefore ordered adjudged and decreed that the Respondent Robert W. Bones within thirty days after the rising of this Court convey to the said complainant the above mentioned undivided half of the lands in the bill described by deed with special warranty and in default thereof this decree shall operate as such conveyance. It is further ordered that if any of said Respondents should be under age of twenty one years they shall have six months after arriving at full age to impeach this decree It is further ordered that Levi Phelps Stephen M Cain and Robson L Broom being first duly sworn do upon actual view of the premises set off and assign in Severalty to the complainant one equal half of the lands in the bill described and the remainder to the Respondents and return of their proceedings make forthwith. And afterwards Court on the same day and year last aforesaid the following copy of the decree was given to said commissioners Court

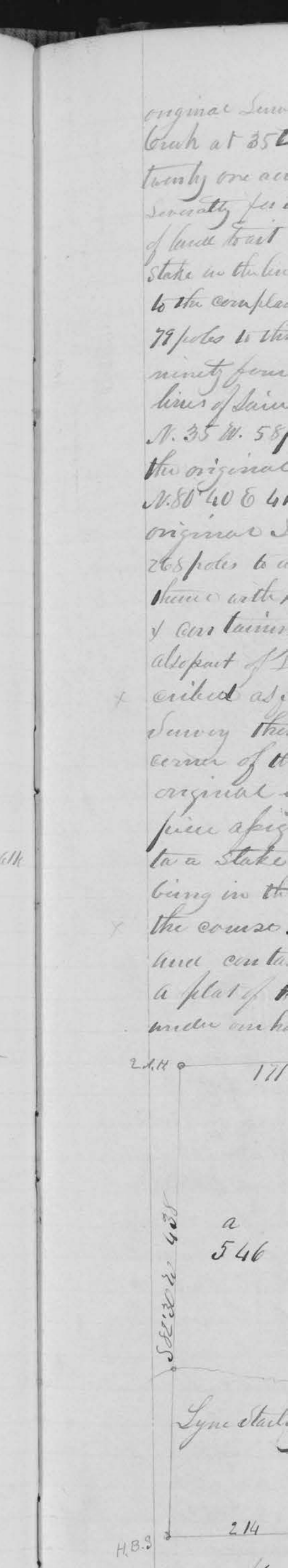
Lynn Starling Jr Attorney It is further ordered that Levi Phelps Stephen M Cain John W. Bones Clerk & and Robson L. Broom being first duly sworn do upon actual view of the premises set off and assign in severalty to the complainants one equal half of the lands in the bill described and the remainder to the Respondents and return of their proceedings make forthwith, The above is a true copy of part of decree in said case A. H. Sowell

on which said writ was the following certificate of oath Court

State of Ohio Union County } Personally appeared before me Levi Phelps Stephen M Cain and Robson L Broom and made oath that they would well and truly perform to the best of their ability the duties required of them in the above order Signed

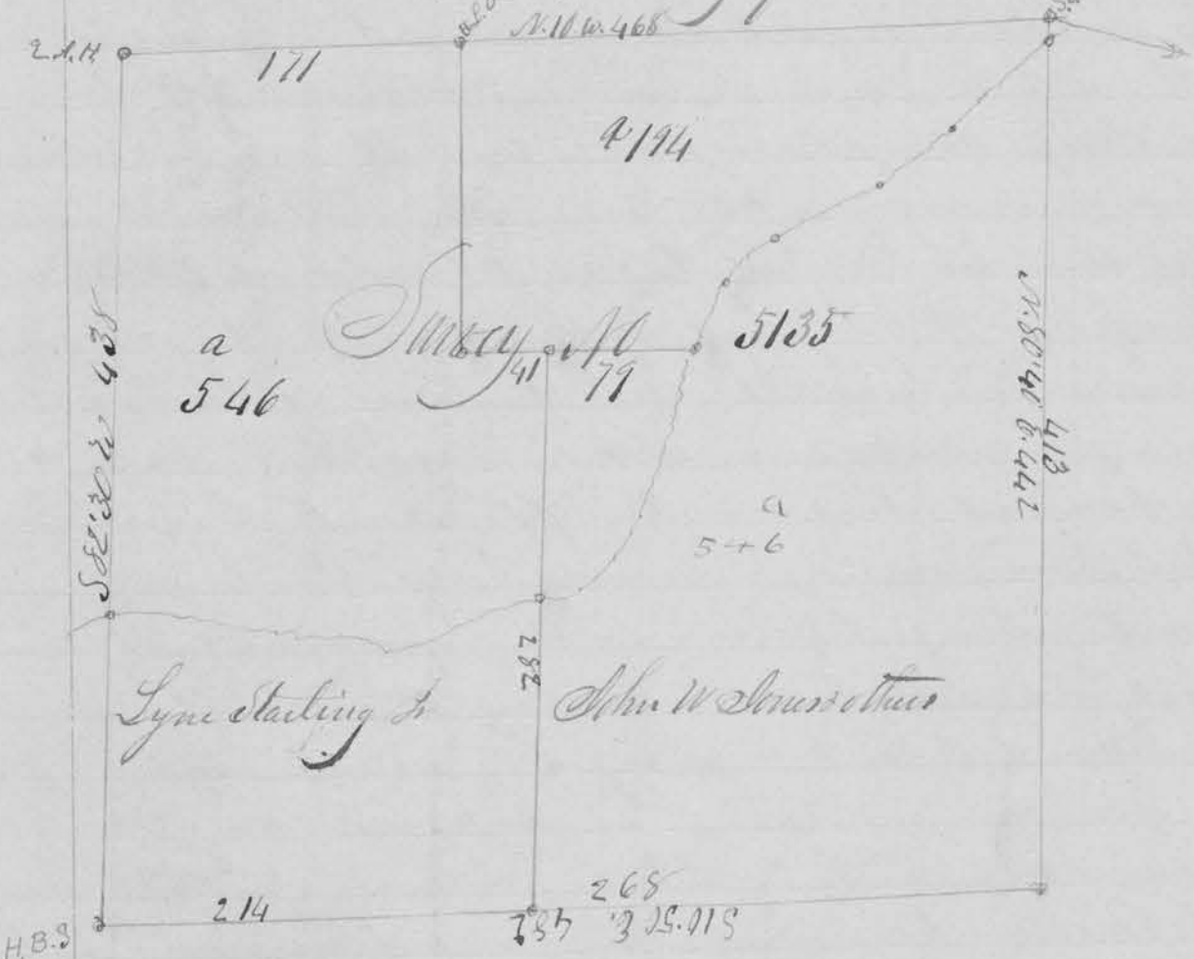
Levi Phelps {Seal} Stephen M Cain Robson L Broom Subscribed and sworn to before me this Sixth day of October A.D. 1860 James Timms Justice of the Peace in & for Union County

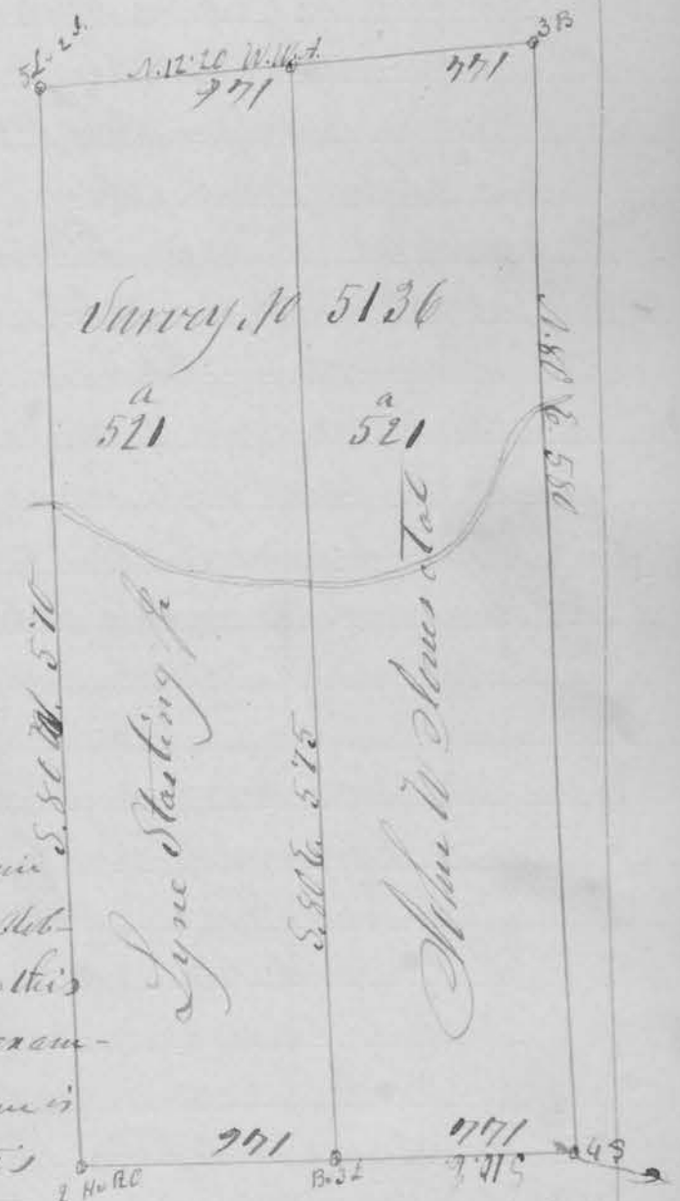
Lynn Starling Jr Attorney We Levi Phelps Stephen M Cain and Robson L Broom John W. Bones Clerk & Commissioners appointed in this cause to make partition of the lands described in the said complainants bill between the said Complainant and the said Respondents having been duly sworn and upon actual view of the premises do set off and assign to the said complainant in Severalty for her equal half and share of the said lands the following pieces or parcels of land to wit part of Survey No 5035 bounded and described as follows. Beginning at two ashes and a hickory South westerly corner of the original Survey thence with the line of said Survey N 10 W. 171 poles to a hickory Lynn and oak corner to the one hundred and ninety four acre lot previously sold thence with the line thereof correcting the course thereof N. 81°25 E. 157 poles to a chesnut and three Lynns corner to said lot thence with an other line of said lot correcting the course N. 7°30 W. 41 poles to a Stake in said line thence N. 82°30 E. crossing Millcreek at 120 poles 286 poles to a Lynn oak and hickory in the east line of the original Survey thence with said line correcting the course thereof S. 10°50 E. 214 poles to a hickory Beech and Sugartree Southeastly corner of the original Survey thence with the original line correcting the course thereof S. 82°30 E. 438 poles to the Beginning Lynny in the County of Union and containing five hundred and forty seven acres more or less. And also part of Survey No 5136 being the lower half on the South Bounded and described as follows. Beginning at a Sugar Lynn and two shoewood Southeastly corner of the original Survey thence with the original line correcting the course thereof N. 12°21 W. 146 poles to a Stake witness a white ash three N. 80 & 575 poles crossing Millcreek at 275 poles to a burr oak and three Lynns in the east line of the original Survey thence with said line S. 10 E. 146 poles to two hickories and a Red oak S. E. corner of the



original Survey thence with the original line S. 80 W. 570 poles to the Beginning crossing the Creek at 350 poles lying in the County of Union and containing five hundred and twenty one acres be the same more or less. We also set off and assign to the Respondents in severalty for their Equal half and share of said lands the two following pieces or parcels of land to wit Part of Survey No 5135 bounded and described as follows Beginning at a stake in the line of the one hundred and ninety four acre lot and corner to the piece assigned to the complainant thence with the line of said lot correcting the course thereof N. 9° 30 W 79 poles to three Lynns on the bank of Millcreek and corner to said one hundred and ninety four acre lot thence with the Creek with the meanders thereof and with the lines of said one hundred and ninety four acre lot N. 72 W. 34 poles N. 50 W 34 poles N. 35 W. 58 poles N. 46 W. 46 poles thence N. 50 W. 54 poles to a stake in the north line of the original Survey thence with the original line correcting the course thereof N. 80° 40 E 413 poles to two hickories and a Sugar tree Northwesterly corner of the original Survey. thence with another of said lines corrected the course thereof S. 10° 30 E. 268 poles to a Lynn oak and Hickory corner to the piece assigned to the complainant thence with his line S. 82° 30 W. 182 poles to the beginning lying in the County of Union & containing five hundred and forty six acres be the same more or less. Also a part of Survey No 5136 being the upper half on the Creek Bounded and described as follows Beginning at three beeches Northwest corner of the original Survey thence N. 80 E. with the original line 580 poles to four Sugar trees also corner of the original Survey crossing the creek at 120 poles thence with the original line S. 10 E. 146 poles to three Lynns & a bur oak corner to the piece assigned to the complainant. thence with his line S. 80 W. 575 poles to a Stake without a white ash crossing the creek at 300 poles the said Stake being in the west line of the original Survey. thence with said line correcting the course thereof N. 12. 20 W. 146 poles to the Beginning lying in the County of Union and containing five hundred and twenty one acres be the same more or less a plat of the above described lands will be found on the back of this Report Given under our hands this 7th Day of October A.D. 1860

Levi Phelps
Stephen McClain
Nelson L. Broom





And afterwards to wit on the same day and year first herein aforesaid the Report of Levi Phelps Stephen McClain and Nelson L. Broom the commissioners heretofore appointed in this cause being produced to the Court and the same being examined it is ordered that said Report be and the same is hereby approved and confirmed and that the parties hold in severalty the Shares set off and assigned to them respectively by the said commissioners. And it is further ordered that the costs and expenses of this cause including a counsel fee of thirty dollars to Thomas in all taxed be paid within sixty

days by the parties in the following proportions to wit one half by the said Complainant and the other half by the Respondents and in default thereof that execution issue therefor
Attest James H. Gill Clerk

John T. Dunn & James Dunn Executors of Walter Dunn decsd
vs
Ann M Dunn and others

Pleas before his Honor Joseph R. Swan Esqr President and John Cable Nicholas Hathaway and Silas G. Strong his associates Judges of the Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the 6th day of October in the year of our Lord one thousand Eight hundred and sixty. Be it remembered that heretofore to wit on the Sixth day of Oct. 1860 the Complainants came filed their petition in the words and figures following to wit. To the Honorable the Judges of the Court of Common Pleas for the County of Union in the State of Ohio. Your petitioners John T. Dunn and James Dunn Executors of Walter Dunn decsd would respectfully represent that the Testator Walter Dunn in his life time on the first day of December 1832 sold to David Holycroft and John Coolidge of Union County in the State of Ohio a tract of one hundred and forty six acres of land on the waters of Darby Creek in said Union County bounded as follows to wit. beginning at two white oaks and a hickory at the easterly corner of James Galloway Junr Survey No 1734 thence N. 45 W. 174 poles thence N. 8 E. 64 poles thence N. 85 E. 61 poles to a hickory and bur oak thence S. 88 E. 136 poles to two Elms thence S. 24 W. 210 poles to the Beginning. For which they agreed to pay Four hundred and one dollars and fifty cents in the following payments to wit one third part thereof in hand and the remainder thereof in two equal annual payments thereafter all which will more fully appear by the agreement of the said parties to which the complainants refer marked "A" and prayed to be taken as part of this petition. Your petitioners further represents that full payment has been made for said land and that the said David Holycroft and John Coolidge have sold assigned and transferred said article of agreement to one John R. McDowell who now holds the same. Your petitioners therefore pray your honors to authorize them as executors of the last will and testament of the said Walter Dunn to execute a conveyance to the said John R. McDowell for said land, and for that purpose they make Ann M. Dunn the widow of the said Testator and Mary A. Thompkins who is of full age and Walter A. Dunn and Robert G. Dunn who are minor children and heirs of the said Walter Dunn defendants to this petition and pray process against the said defendants and that a Guardian or Guardians ad litem may be appointed to defend for Walter A. Dunn and Robert G. Dunn and on the hearing hereof that your honors would authorize and direct your petitioners as the executors aforesaid to consummate the contract of the Testator according to his written contract referred to in this petition marked "A" and your petitioners will pray &c
John T. Dunn } Executors of
James Dunn } Walter Dunn decd

Exhibit marked "A" reads as follows to wit This agreement between Walter Dunn of Fayette County Kentucky and David Holycroft and John Coolidge of Union County Witnesseth that said Dunn hereby sells unto said Holycroft & Coolidge a tract of one hundred and forty six acres of land on the waters of Darby Creek in said Union County bounded as follows to wit beginning at two white oaks and a hickory at the easterly corner of James Galloway Junr Survey No 1734 thence N. 45 W. 174 poles thence N. 8 E. 64 poles thence N. 85 E. 60 poles to a hickory and bur oak thence S. 88 E. 136 poles to two Elms thence S 24 W. 210 poles to the beginning For consideration whereof the said Holycroft and Coolidge jointly and severally agree to pay to said Dunn the sum of Four hundred and one Dollars and fifty cents in the following payments to wit one third part thereof in hand this day and the remainder

in two equal annual payments thereafter And when said sum of money is paid as aforesaid together with the land that may hereafter accrue a said land the said Dun hereby agrees to convey to said Holcraft and Coolidge the said land with covenants of general warranty
Witness our hands and seals this first day of December 1832 Walter Dun {Seal}
Witnesses Robert Dun David his x Holcraft mark {Seal}
Levi Rathbun John Coolidge per Robt Dun {Seal}

And afterwards to wit on the same day and year last aforesaid the Defendants Ann M Dun and Mary A. Thompkins filed their answer as follows to wit The joint answer of Ann M Dun and A Thompkins to the petition of John G Dun and James Dun Executors of the last will and testament of Walter Dun decd filed in the Court of Common Pleas in and for the County of Union and State of Ohio against them and others. These Respondents by George Dun their agent and attorney in fact for answer to said petition say that they admit the contract set forth in the petition was executed by the said Walter Dun in his life time also that the purchase money for the said land has been fully paid, and consent that an order for a conveyance may be made by this Honorable Court authorizing the petitioners as the Executors of the said Walter Dun to convey the lands in the petition mentioned in consummation of said contract & these respondents having fully answered pray to be dismissed

Ann M Dun
Mary A. Thompkins by Geo R Dun their agent and attorney

And afterwards to wit on the same day and year last aforesaid the following answer was filed by their Guardian ad litem to wit The Joint answer of Walter A. Dun and Robert G Dun minor children and devisees of Walter Dun deceased to the petition of John G Dun and James Dun Executors of the last will and testament of Walter Dun decsd filed in the Court of Common Pleas in and for the County of Union and State of Ohio against themselves and others These Respondents by their Guardian ad litem for answer to said petition say that they have no knowledge of the contract set forth in the petition nor have they any knowledge of the payments made on said contract and therefore can neither admit nor deny the same and as they are infants of young and tender years they pray the Court that their rights may be protected

Walter A Dun
Robert G. Dun by
their Guardian ad litem

And afterwards to wit on the same day and year first herein aforesaid came the petitioners and filed their petition praying authority to enable them to complete a contract entered into by the said intestate with David Holycroft and John Coolidge for the sale of the lands in the petition mentioned Ann M. Dun widow of the said Walter Dun and Mary A. Thompkins one of the children and heirs of the said Walter having acknowledged service of the process by their agent and attorney in fact George R Dun filed their answer admitting that the contract set forth in the petition was entered into by the testator and that full payment has been made for the lands mentioned in said contract as set forth in the petition. and at the same time produced to the Court satisfactory evidence of his having been duly appointed the agent and attorney in fact of the said Ann M Dun and Mary A Thompkins and the said ~~Walter Dun and~~ having been duly appointed Guardian ad litem for the minor defendants Walter A Dun and Robert G. Dun by the Court and having acknowledged service of the Subpoena for and on behalf of the said minor Defendants, and filed the answer of the said minors and it being made appear to the satisfaction of the Court that the said contract was made and entered into by the said Walter Dun and that full payment of the purchase money had been made as stated in said petition and it further appearing to the Court that the said contract had been assigned by the said David Holycroft and John Coolidge to John R. McDowell Alexander Thompson ordered by the Court that the said John G. Dun and James Dun as Executors of the last will and testament of Walter Dun decsd on behalf of themselves and the widow and heirs and other devisees of the said Walter Dun Execute a

deed of conveyance to the said Asher R. McDowell for the said lands with covenants of general warranty binding the Estate of the said Dow according to the said contract And it is further ordered that the said petitioners pay the costs of this proceeding out of the Estate of the said Walter Dow
Silas H. Lee Clerk

Wm W. Woods } Pleas before John Cassil Nicholas Matthews and Silas G. Young
v } Assist Judges at a Court of Common Pleas began and held at the
Daniel Coe } Court House in the Town of Marysville within and for the County of Union
and State of Ohio on the fourteenth day of April in the year of our God one thou
sand eight hundred and forty one — Be it remembered that heretofore to wit on the 9th day
of October 1840 the plaintiff by C.B. Cole Esq. his attorney issued out the following writ of summons
to wit State of Ohio Union County ss To the Sheriff of said County Greeting. We command
you to summon Daniel Coe to appear fourteenth days after the Judges of our County of Common
Pleas in and for the County aforesaid at the Court house in said County to answer
unto William W. Woods in a plea of assumpsit Damages one thousand dollars and
have you then there this writ Witness Silas H. Lee Clerk of said Court
at the Court house aforesaid this 9th day of Oct. A.D. 1840 Silas H. Lee Clk
said writ was endorsed as follows to wit "Suit but on defendants receipt given to plaintiff
for five hundred and forty eight dollars for money paid by plaintiff to deft. for deft to
pay on two notes one to Johnson and one to Branston dated April 28. 1840 also for
Six hundred dollars in money then and there lent by plff. to deft. at his request. &
in six hundred dollars for money paid by plff for the use of deft at his request. also in
Six hundred dollars for money then and there received by the deft to the use of the
plaintiff and also in six hundred dollars on an account then and there stated
between them parties C.B. Cole his att'y which said writ was returned same day
Service by copy to deft
R. Clark Sh'ff
And afterwards to wit on the 19th day of Nov. 1840 the plaintiff by his said attorney filed his declaration
in the words and figures following (to wit)
State of Ohio Union County ss Court of Common Pleas Oct. Term A.D. 1840
Wm W. Woods complains of Daniel Coe in a plea of assumpsit for that whereas the said
Daniel Coe on the 28 day of April in the A.D. 1840 at the County of Union made his certain
receipt in writing and delivered the same to the said Wm W. Woods and thereby acknowledged
the receipt from the said Woods of five hundred and forty eight dollars & six cents
to be paid by him as the agent of the said Woods on two notes one holden by Johnson
and one by Branston one calling for two hundred and nineteen dollars and one for
three hundred and twenty nine dollars & some cents to be paid as soon as the said notes
became due which period has now elapsed, and the said Daniel Coe then and in consider
ation of the premises faithfully promised the said Woods to pay the amount of the said Receipt on
the said notes according to the tenor and effect thereof. And also for that whereas the said Daniel
Coe on the 28th day of April A.D. 1840 at the County aforesaid made his certain receipt in
writing and delivered the same to the said W.W. Woods and thereby acknowledged the Receipt
from said W.W. Woods of five hundred and forty eight dollars & seven cents for two notes
one holden by Johnson and the other by Branston, one calling for two hundred and nine-
teen dollars & one for three hundred and twenty nine dollars and seven cents, and
the said Daniel Coe then and there in consideration of the premises promised the
said Woods to pay the amount of said Receipt on said notes according to the tenor
and effect thereof. And also for that whereas the said Daniel Coe on the 28. day of April
A.D. 1840 at the County aforesaid was indebted to the plaintiff in the further sum of
five hundred and forty eight dollars for money then and there lent by plff to
Deft at his request. Also for that whereas the said Daniel Coe on the day and year
at the County aforesaid was indebted to the plaintiff in the further sum of six hundred dollars
for money paid by the plaintiff for the use of the defendant at his request. Also
for that whereas the said Daniel Coe on the 28th day of April A.D. 1840 was indebted
to the plaintiff in the further sum of six hundred dollars for money received by the

Defendant further use of the plaintiff. also on the day and year aforesaid and the County aforesaid defendant was indebted to the plaintiff in the further sum of six hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them and thereas afterwards on the 1st day of October A.D. 1860 the said Daniel Coe in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request. Yet he the said defendant disregarding his promises and hath not paid the said several sums of money nor either of them nor any part thereof to damage of plaintiff one thousand Dollars & thereupon he sues P.B. Cole his atty

And afterwards to wit on the 11th day of April A.D. 1861 the defendant by W.C. Laurence Esq his atty for his plea as follows to wit Daniel Coe adv Wm W. Woods Union Common Pleas Trial April Term 1861 And the said Defendant comes and defends &c and says that he did not assume and promise in manner and form as the plaintiff hath above thereof declared against him and of this he puts himself upon the country and the plaintiff doth the like W.C. Laurence atty for Dft

Plff and his counsel will take notice that dft on the trial of this above cause will insist and prove that he received no money as alledged by plff. except $86.00 and that he paid over to Johnson 40% of that sum and to Kramston 40% the balance and further that plaintiff & Dft had an arrangement and compromise subsequent to the executing said Receipt of the whole subject matter of the plaintiffs suit whereby a new and different course was given to things as plaintiff knows full well &c by W.C. Laurence his atty

And afterwards to wit on the same day and year first herein aforesaid this case was called and continued at defendants costs and afterwards to wit on the same day and year first herein aforesaid to wit on the 15th day of April (second day of the Term) 1861 on motion of plaintiffs counsel this cause is opened and thereupon came a jury to wit John Deain R Clark Jas W. Evans Alexander Stillings Samuel B. Johnson A. C. Jennings P. B. Smith Lee Longbrake H. Card R. L. Broom Alexander Pollock and Charles Famans who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oath do say that the defendant did assume and promise in manner and form as the plaintiff hath complained against him and they assess the plaintiffs damages at five hundred and nine dollars and 50/100 Therefore it is considered that the plaintiff recover of the Defendant the said sum of $509.50 his damages aforesaid so as aforesaid assessed and also his costs in this behalf expended taxed at. Notice of appeal by Dft & plff

On motion of W.C. Laurence counsel for Defendant in this cause his bill of exceptions taken in the above cause and now here tendered to the Court be made a part of the Record in this cause which said bill of exceptions reads in the words and figures following (to wit)

Wm. W. Woods vs Daniel Coe } Union County Court of Common Pleas April Term 1861 Damages $1000.

Be it remembered that on the 15th day of April A.D. 1861 at the Term aforesaid the above cause was on application of Defendants Counsel continued generally in the early part of the day upon the professional Statement of counsel that defendant was and had been very unwell from Saturday preceding and on the first day of this term to wit the 14th day of April aforesaid and on his Statement that he believed that defendant had good cause of defence. Counsel on both sides being present that late on the 15th aforesaid plaintiff by his Counsel moved to open up the continuance and this after the President Judge had gone and all the regular Juries discharged which was of the term aforesaid upon the following affidavit to wit

Wm. W. Woods vs Daniel Coe } In Union Common Pleas

The said The said William W. Woods being duly sworn say that he saw Daniel Coe Dft this day and that the said Coe ~~was not at the time~~ ~~said Coe was in usual health~~ and that he the said Coe was attending to his ordinary business and that he would be in Marysville this day by 3 P.M. Apl 15 1861

Subscribed and sworn to in open Court Apl. 15. 1861 Wm. W. Woods

Jas. W. Gill Clk

(Subscribed out before swearing as above) to this opening up the continuance Dft by his counsel objects by order of the Court the continuance was opened and

Deft appeared in open Court and peremptorily answered, the Court then ordered the parties to trial to this Deft by his counsel objected and said he would not be tried except by the regular jury, this objection was overruled by the Court and a jury from the bystanders ordered by the Court to which Defts counsel objected in this he was also overruled by the Court and such jury made, and then and there proceeded to try the cause to all which Defendant by his counsel excepted and prayed that his bill of exceptions in that behalf might be allowed which is accordingly done, and upon his motion the same is ordered to be made a part of the Record in this case John Cassil (Seal)
Nicholas Hathaway (Seal)
Silas G Strong (Seal)
Associate Judges

April term Com. Pleas A.D. 1840
Attest James H. Gill Clerk

J R Lyman

Nicholas Hathaway
vs
Peter Mattox and
Silas G. Strong

Pleas before his Honor Joseph B. Lane Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates by conduct. at a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one - Be it remembered that heretofore to wit on the 8th day of October A.D. 1840 the plaintiff by W.C. Lawrence his attorney came into the Clerks office of this Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Peter Mattox and Silas G. Strong to appear forthwith before the judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Nicholas Hathaway in a plea of assumpsit Damages two hundred dollars and have you then and there this writ Witness James H. Gill Clerk of said Court at the Court House aforesaid this 8th day of Oct. A.D. 1840 James H. Gill Clerk
Endorsed as follows to wit Suit brot on defts note of hand given to plaintiff for one hundred dollars on the 12th day of April 1839 and due on demand and on interest, also for goods sold and delivered money lent &c by W.C. Lawrence his atty And afterwards to wit on the same day and year last aforesaid the Sheriff returned said writ known as follows to wit Served by delivering a certified copy to defendants R. Clark Sheriff
And afterwards to wit on the 11th day of Nov. 1840 the plaintiff by his said attorney filed his Declaration as follows to wit State of Ohio Union County ss Oct term. 1840 Court of Common Pleas of Union County. Nicholas Hathaway complains of Peter Mattox and Silas G. Strong in a plea of assumpsit for that whereas the defendants on the 12th day of April 1839 at the County aforesaid made his promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the said Nicholas Hathaway or order one hundred dollars and interest at the day of the date thereof which period has now elapsed and the said defendants then and there in consideration of the premises promised to pay the amount of the said note to the plaintiff according to the tenor and effect But they have disregarded their promises and have not paid the said sum of money nor any part thereof to the damage of the plaintiff 200 $ and thereupon he brings suit &c by W.C. Lawrence his atty And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendants though solemnly called came not but made default. and thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiff at one hundred and twelve dollars Therefore it is considered that the said plaintiff recover of the said defendants the said sum of $112.00 his damages aforesaid and also his costs in this behalf expended
James H Gill Clerk

J R Lyman

James [illegible]
vs
Augustus Wall [illegible]
McClain impleaded
John S. Ken[illegible]

eight hundred
October A.D. 18[illegible]
this Court the
of said County
McClain and
Common Pleas
answer unto
fifty dollars
of said Court
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Benjamin
vs
Reuben P. M
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Judges of
the Court
Assumpsit

James January
vs
Augustus Hall Stephen
McCain impleadeed with
John F. Kinney

Pleas before his Honor Joseph R. Swan Esq President and John Castle Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 8th day of October A.D. 1840 the plaintiff by W Lawrence Esqr his atty issued out of the Clerks office of this Court the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to Summon Augustus Hall Stephen McCain and John F. Kinney to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto James January in a plea of assumpsit damages one hundred and fifty dollars and have you then there this writ Etcaetera Witness James H. Gill Clerk of said Court at the Court House aforesaid this 8th day of October A.D. 1840 James H. Gill Clerk Endorsed as follows Suit brot on Defts. note of hand given to plaintiff for one hundred dollars and dated on the 18th day of Sept A.D. 1837 and due three years from date. also for goods sold and delivered money had and received &c W.C. Lawrence his atty And afterwards on the same day and year last aforesaid the Sheriff returned said writ served as follows to wit Served by delivering a certified copy to McCain and Hall Kinney not found R. Clark Sheriff. And afterwards to wit on the 11th day of Nov. 1840 the plaintiff by his said attorney filed the following Declaration to wit State of Ohio Union County ss Common Pleas Oct. term 1840 James January complains of Augustus Hall and Stephen McCain impleaded with John F. Kinney as to whom the Sheriff has returned not found in a plea of assumpsit for that whereas the defendants on the 18th day of September 1837 at the County of Union made their promissory note in writing and delivered the same to the said James January and thereby promised to pay the said James January one hundred dollars three years from date which period has now elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of the said note to the said James January according to the tenor and effect thereof. Yet the defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the damage of the said James January 150 and thereupon he brings Suit by W Lawrence his atty And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his atty and the defendants though solemnly called came not but made default. And thereupon neither of the parties requiring a Jury and the Court being advised in the premises do assess the plaintiffs damages at one hundred and three dollars and 37/100 Therefore it is considered that the plaintiff recover of the defendants the said sum of 103.37 his damages aforesaid and also his costs in this behalf expended taxed at .00

James H. Gill Clerk

Benjamin Boylan
vs
Reuben P. Mann impleaded with Azro L. Mann

Pleas before his Honor Joseph R. Swan Esqr President and John Castle Nicholas Hathaway and Silas G. Strong 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 fourteenth day of April A.D. 1841 Be it remembered that heretofore to wit on the seventh day of Oct 1840 the plaintiff by his atty issued out the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Reuben P. Mann and Azro L. Mann late partners in trade under firm of R.P. Mann and A.L. Mann to appear forthwith before the Judges of our Court of Common Pleas in and for said County aforesaid at the Court house in said County to answer unto Benjamin Boylan in a plea of Assumpsit Damages Eight hundred dollars and have you then there this writ

(Seal) Witness James H. Lee Clerk of said Court at the Court House aforesaid this 7th day of Oct. A.D. 1840 James H. Lee Clerk

which said writ was endorsed as follows to wit Suit bond on deft's note of hand given to plff Jany 13. 1840 for Seven hundred and thirty four dollars 80/100 due on the 13th day of April 1840 and payable at the office of the Commercial Bank of Cincinnati by the name of the said firm of R. P. Mann and A. L. Mann also for goods sold and delivered money had & Received &c by W. C. Laurence his atty. Given under my hand & seal this 7th day of October A.D. 1840 Reuben P. Mann.

I acknowledge service of the within writ in person this 7th Oct. 1840 R Clark Sheriff

A. L. Mann not found

And afterwards to wit on the 11. day of Nov. A.D. 1840 the plaintiff by his said Atty filed his Declaration in the words and figures following to wit

State of Ohio Union County ss Union County Court of Common Pleas to October Term 1840 Benjamin Boylan complains of Reuben P. Mann in a plea of trespass on the case with Azro L. Mann as to whom the Sheriff has returned not found in a plea of assumpsit for that whereas the said Reuben P. and Azro L. Mann were partners in trade under the name of R. P. & A. L. Mann and being partners the said Reuben P. Mann and A. L. Mann on the 13th day of January 1840 at Cincinnati to wit at the County of Union aforesaid made a certain promissory note in writing and delivered the same to the Plaintiff and thereby under the name of the said firm of R. P. & A. L. Mann promised to pay to the order of the said Benjamin Boylan seven hundred and thirty four Dollars 80/100 on or before the 13th day of April 1840 which period has now elapsed. to be paid at the Commercial Bank of Cincinnati and the said Reuben P. Mann and Azro L. Mann under the name of the said firm of R. P. & A. L. Mann then and there in consideration of the premises promised to pay the amount of the said note to the Benjamin Boylan according to the tenor and effect thereof. Yet the said defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the said Benjamin Boylan nor to his order neither at the office of the Commercial Bank of Cincinnati nor elsewhere to the damage of the plaintiff $800.00 & therefore he brings suit &c By W. C. Laurence his atty And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendant though solemnly called came not but made default. and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the plaintiff's damages at Five hundred and fifty nine dollars and ninety three cents Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $559.93/100 his damages aforesaid in form aforesaid assessed together with his costs in this behalf expended

Attest James H. Lee Clerk

per Lyon

Wiley & Brown endorsee of Peter Lyon

vs

Samuel Ward

Pleas before his Honor Joseph R. Swan Esqr President and John Castle Nicholas Matthews and Silas G. Strong his associates Judges of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one — Be it remembered that heretofore to wit on the sixth day of October A.D. 1840 the plaintiffs by M. B. & A. A. Lewis Esqrs their attys sued out of the Clerks office of said Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting we command you to Summon Samuel Ward to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto Joseph Wiley and James Brown partners under firm of Wiley and Brown in a plea of case damages two hundred Dollars and have you then there this writ &c (Seal) Witness James H. Lee Clerk of said Court at the Court house aforesaid this 6th day of October A.D. 1840 James H. Lee Clerk Endorsed as follows to wit This suit is brot to recover the principal and interest due on a promissory

note given by the defendant to Peter Agon for $147.84 cts bearing date 13th July 1837 payable on the first of October 1837 and by said Agon endorsed to the plaintiff M.B. & J.A. Corwin Attys for Plff which said writ was returned forthwith as follows to wit Served by delivering a certified copy to Deft R. Clark Sheriff. And afterwards to wit on the 8th day of Oct. 1840 the said Plff by his said Attys filed his declaration in the words and figures following to wit The State of Ohio Union County ss Court of Common Pleas of the Term of October in the year of our Lord Eighteen hundred and forty. Union County ss Joseph Wiley and James Brown partners under the firm of Wiley and Brown Endorsees of Peter Agon complain of James Ward in a plea of assumpsit for that whereas the said James Ward on the thirteenth day of July in the year of our Lord Eighteen hundred and thirty nine at Union County aforesaid made his promissory note in writing and then and there delivered the same to one Peter Agon and thereby promised to pay the said Peter Agon or bearer the sum of one hundred and forty nine dollars and Eighty four cents to be paid on or before the first day of October then next ensuing the date of said promissory note for value received which period has now elapsed and the said Peter Agon then and there afterwards to wit on the seventh day of July A.D. 1840 & before the payment of the said sum of money in the said note specified or any part thereof endorsed the said note to the said Wiley and Brown whereof the said James Ward then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Wiley and Brown according to the tenor and effect of said promissory note & of the endorsement so made thereon as aforesaid Yet the said James Ward hath disregarded his promises & hath not paid the said sum of money or any part thereof to the damage of the said Wiley & Brown in the sum of two hundred dollars and therefore they bring suit &c M.B. and J.A. Corwin Plff's atty's And afterwards to wit on the same day and year first herein aforesaid Came the plaintiff by their Attorney and the defendant though solemnly called came not but made default. And thereupon neither of the parties requesting a jury and the Court being fully advised in the premises do assess the plaintiff's damages to one hundred and sixty four dollars and 09 cts Whereupon it is considered that the said plaintiffs recover of the said defendant the said sum of $164.09 their damages aforesaid & so assessed together with their costs in this behalf expended & hence to Attest James H. Gill Clerk

J.K. Swan

Henry Starr Admr of John B. Baird dec'd vs David Witter and Silas G. Strong

Pleas before his Honor Joseph R. Swan Esq. President and Robert Nelson John Cassil and Nicholas Hathaway his associates Judges at a Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the thirty first day of October in the year of our Lord one thousand eight hundred and thirty nine— Be it remembered that heretofore to wit on the 22nd day of May A.D. 1839 the plaintiff sued out of the Clerks office of this Court the following writ of Summons to wit. The State of Ohio Union County ss To the Sheriff of said County Greeting. We command you to Summon David Witter and Silas G. Strong to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Henry Starr Admr. of John B. Baird in a plea of assumpsit Damages three hundred and fifty dollars and have you then there this writ & seal Witness James H. Gill Clerk of said Court at the Court House in Marysville this 22nd day of May A.D. 1839 James H. Gill Clerk

Endorsement was as follows to wit due by note $348.00 Damages $350.00

And afterwards to wit on the 8th day of July 1839 the Sheriff returned said writ as follows to wit Served by delivering a certified copy to each defendant

R. Clark Sheriff

And afterwards to wit on 1st day of August A.D. 1839 the plaintiff by A. Hall his atty

filed his declaration in the words and figures following to wit In Union Common Pleas July Term
AD. 1839 Henry Starr Administrator of John B. Baird de bonis of the Estate of John B. Baird
complains of Daniel Mills and Silas G. Strong defendants in this suit in a plea of assumpsit
for that whereas the said defendants on the 14th day of July in the year 1838 made their note in writing
of their hands and then and there delivered the same to the said Starr by which they
promised to pay to him or order as the Administrator of the said John B. Baird ninety days
after the date of said note (which has now elapsed) the sum of three hundred and forty eight dollars
and seventy eight cents for value Received at the Urbana Banking House of the Urbana
Banking Co and which note was given for money due to the Estate of the said Baird
nevertheless the said defendants did not ninety days after the date of said note or at any
other time pay to the said Henry Starr the said sum of $348.78 at the Urbana Banking House
of the Urbana Banking Co. or at any other place whatever although often requested so to
do but to pay the same the said defendants have refused and still do refuse to the damage
of the said Henry Starr as such Administrator $350.00 and therefore he sues, and the said
Henry Starr produces into Court the letters of Administration from which it appears
that he is the administrator of all and singular the goods and chattels rights and
credits of the said John B. Baird A. Hall atty for pltf
And afterwards to wit on the 17th day of October 1839 the defendants by W.C. Lawrence their atty
filed their plea in the words and figures following to wit And the said defendants come
and defend &c and say that they did not assume and promise in manner and form as
the plaintiff hath above thereof declared against them and of this they put themselves
upon the country &c By W.C. Lawrence their atty
The plaintiff will take notice that Defendants on the trial of this cause will give
in evidence and prove that the note upon which plaintiff has founded his action
was given by defendants to J. B. Baird to secure the payment on a certain tract
of land lying on the west side of the road leading from Marysville to Mullford
and that the said land or a great part thereof was sold and deeded to one John
S. Fulton by the plaintiff and by said John is now held in fee simple and
that the residue of the land is greatly injured in value in this that it is cut
off from the said Road whereby the consideration has wholly or in a great failed
and plaintiff might not to recover W.C. Lawrence atty as aforesaid
And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and
thereupon came a Jury to wit Wm McCampbell George Westlake Amos A. Williams Levi Chinchill James
Riddle Wm B. Davis Hail Winchester Isaac Anderson Elisphas Burnham John F. Labrie
Joseph N. Richy and John Robinson who being empannelled and sworn the truth to
speak upon the issue joined between the parties upon their oaths do say that the defend-
ants did assume and promise in manner and form as the plaintiff hath declared
against them, and do assess the damages of the said plaintiff by reason thereof to two
hundred and twenty two dollars and fifty two cents. and the jury do find due
from the plaintiff to the defendants the sum of one hundred and twenty five
dollars to be allowed as an offsett. and thereupon the said jury do find a balance
due from the defendants to the plaintiff after the above allowance of offset
of the sum of ninety seven dollars and fifty two cents as his damages. Therefore
it is considered that the plaintiff recover of the defendants the said sum
of ninety seven dollars and fifty two cents his damages aforesaid in form
aforesaid assessed and also his costs in this behalf expended Taxed at
Dollars and cents
Attest James H. Gill Clerk

John A. Bryan
vs
Joseph C. Phipps

Be it remembered that at a Court of Common Pleas begun and holden at the Courthouse in the Town of Marysville within and for the County of Union and State of Ohio on the fourth Monday

day of April
time that new
atty filed his
Union Comm
C. Phipps to a
Pleas in and
John A Bry
you three there
Court house
Endorsement a
to plaintiff per
January 1840
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account
And afterwards to
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defendant
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day of April in the year of our Lord one thousand eight hundred and forty one Be it remembered that heretofore to wit on the 22nd day of April A.D. 1840 the plff by Brush & Gilbert his attys filed his suit out of this Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greting We command you to Summon Joseph C. Pluse to appear on the first day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto John A Bryan in a plea of assumpsit Damages one thousand dollars and have you then there this writ & seal Witness James H. Gill Clerk of said Court at the Court house aforesaid this 22nd day of April A.D. 1840 Jas. H. Gill Clerk Endorsement as follows to wit. Suit brot upon a promisory note Executed by defendant to plaintiff for $525. dated August 23d. 1839 and payable on or before the first day of January 1840. also for goods Sold and delivered work and labor done money lent & advanced paid laid out and expended had and received, and upon an account Stated Brush & Gilbert attys for Plff

And afterwards to wit on the 11th day of May A.D. 1840 the sheriff returned said writ in the words and figures following to wit Served by delivering a certified copy to deft R. Clark Sheriff And afterwards to wit on the 19th day of May A.D. 1840 the plaintiff by his said attys filed his Declaration in the words and figures to wit State of Ohio Union County Court of Common Pleas of the Term of May one thousand eight hundred and forty Union County ss John A. Bryan Plaintiff in this suit by Brush and Gilbert his attys complains of Joseph C. Pluse defendant in this suit of a plea of Trespass on the case upon promises &c. For that whereas the said Defendant heretofore to wit on the 23d day of August one thousand eight hundred and thirty nine at Liberty Township in the County of Union and State of Ohio and within the jurisdiction of this Court made his certain promissory note in writing bearing date the day and year aforesaid and thereby then and there on or before the first day of January then next ensuing for value Rec'd promised to pay the said plaintiff or order Five hundred and twenty five dollars with interest payable at the city of Columbus without Defalcation and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statute in such cases made and provided the said defendant then and there became liable to pay to the said plaintiff the said ~~defendant~~ the said sum of money in the said promissory note Specified according to the Tenor and effect of the said promissory note. and being so liable he the said defendant in consideration thereof afterwards to wit: on the day and year aforesaid at Liberty Township aforesaid in the County and State aforesaid undertook and then and there faithfully promised the said plaintiff to pay the said sum of money in the said promissory note Specified according to the tenor and effect thereof. Yet the said Defendant although often requested so to do has not as yet paid the said sum of money in the said promissory note Specified or any part thereof to the said plaintiff. But the said Defendant to pay the same has hitherto wholly neglected and refused and still neglects and refuses so to do — And whereas also the said defendant afterwards to wit on the 1st day of April in the year of our Lord one thousand eight hundred and forty in the County aforesaid was indebted unto the plaintiff in the further sum of seven hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request also in the further sum of seven hundred dollars for work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request. also in the further sum of seven hundred dollars for so much money then and there by the plaintiff lent and advanced to and paid laid out and expended for the defendant at his request also in the further sum of seven hundred dollars for so much money then and there had and received by the defendant for the use of the plaintiff. and also in the further sum of seven hundred dollars found to be due from the defendant to the plaintiff on an account then and there stated between them and so being indebted the said defendant in consideration thereof afterwards on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiff

to pay the aforsaine sums of money when thereunto afterwards requested to do: Yet the same defend-
ant although often afterwards requested has not paine the saine several sums of money or any part
thereof to the plaintiff. but has hitherto wholly neglected and refused so to do and still does neg-
lect and refuse to the damage of the plaintiff of one thousand dollars and therefore he brings
Suit &c
Brush and Gilbert attys for Plff

And afterwards Court on the 21. day of May A.D. 1840 on motion of W. C. Lawrence Counsel
for the defendant it is ordered that the plaintiff give security to the acceptance of the Clerk of
the Court for the costs of this suit on or before the second day of next Term of this
Court for the costs of this suit and in default thereof that this cause be dismissed
And afterwards to wit on the 6th day of October A.D. 1840 This cause was called and continued until
leave to give security for costs by consent of Counsel And afterwards Court on the same day and
year last aforesaine the following endorsement was made on the writ of Summons to wit
Name good for costs in this case Levi Phlps And afterwards Court on the same day and
year last herein aforesaine came the plaintiff by his attorney and the defendant though solemnly called
came not but made default. Whereupon it is considered that the saine plaintiff ought to re-
cover his damages by reason of the premises and neither of the parties requesting a Jury and the
Court being fully advised in the premises do assess the damages of the saine plaintiff to
Five hundred and seventy six dollars and sixty two and a half cents. Therefore it is con-
sidered that the saine plaintiff recover of the saine defendant the saine sum of $576.62½ his
damages aforesaine and also his costs in this behalf expended
James H. Ellis Clerk

Wm A. Bryan
vs
Joseph C. Phlps

Pleas before his Honor Joseph R. Swan Esqr President and John
Cassil Nicholas Hathaway and Silas G. Strong his associates Judges
at a Court of Common Pleas began and held at the Court house
in the Town of Marysville within and for the County of Union and
State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight
hundred and forty one— Be it remembered that heretofore to wit on the 23rd day of
August A.D. 1840 the plaintiff issued out of the Clerks office of said Court the following writ
State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon
Joseph C. Phlps to appear on the first day of our next Term before the judges of our Court
of Common Pleas in and for the County aforesaid at the Court House in said County to answer
unto John A. Bryan in a plea of assumpsit— damages one thousand dollars and have you then
there this writ Dated 3 Witness James H. Ellis Clerk of said Court at the Court House aforesaid
this 23rd day of August A.D. 1840 Jas. H. Ellis Clerk Endorsement as follows to wit
Suit— brot upon a promissory note executed by defendant to plaintiff or order for $525. dated
August 23. 1839 and payable one year after date with interest also for goods sold and delivered
work and labor done money had and received and advanced paine laid out and
expended and upon an account stated August 23. 1840 Brush & Gilbert attys for Plff
Endorsed for costs as follows to wit, Name good for the costs of this suit Levi Phlps
Said writ was returned Oct 6. 1840 Served by delivering a certified copy to defendant R. Clark Sheriff
And afterwards to wit on the 6th day of Oct. 1840 the plaintiff by his said attys filed his Declaration
in the words and figures following to wit The State of Ohio Union County ss Court of Common
Pleas October Term 1840 John A. Bryan plaintiff in this suit complains of Joseph C. Phlps
defendant in this suit of a plea of assumpsit &c for that whereas the said defendant on
the 23d day of August in the year of our Lord one thousand Eight hundred and forty nine
at Liberty Township in said Union County made his promissory note in writing and there
and there delivered the same to the plaintiff and thereby then and there promised to pay
to the said plaintiff or order at the City of Columbus without defalcation the sum of
Five hundred and twenty five dollars in one year from the date thereof which
period has now elapsed and the said defendant in consideration of the premises
promised to pay the amount of the said note to the said plaintiff according to the
tenor and effect thereof. And whereas also the said defendant afterwards to wit on
the first day of September in the year of our Lord one thousand eight hundred
and forty in the County aforesaid was indebted unto the plaintiff in the further

sum of one thousand dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request also in the further sum of one thousand dollars for work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request. Also in the further sum of one thousand dollars for so much money then and there by the plaintiff laid out and expended for the defendant at his request. Also in the further sum of one thousand dollars for so much money then and there had and received by the defendant for the use of the plaintiff and also in the further sum of one thousand dollars found to be due from the defendant to the plaintiff on an account then and there stated between them and so being indebted the said Defendant in consideration thereof afterwards that is to say and upon his respective at the County aforesaid undertook and then and there faithfully the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendant although often afterwards requested has not paid the said sums sums of money or any part thereof to the plaintiff but has hitherto wholly neglected and refused so to do and still doth neglect and refuse to the damage of the plaintiff one thousand dollars and therefore he brings suit &c Brush & Gilbert attys for Plff

And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendant though solemnly called came not but made default. Whereupon it is considered by the Court that the said Plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to Five hundred and Sixty six dollars and sixty two and one half cents. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $570.62½ his damages so assessed as aforesaid and his costs in this behalf expended taxed at

James St. Fee Clerk

J R Swan

C. Lee &c
vs
Ambrose Mekin

Heard before his Honor Joseph R. Swan Esqr President and Silas Nicholas Hathaway and Silas L. Strong his associates Judges at a Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the ~~Eight~~ 6th Fourteenth day of April in the year of our Lord one thousand Eight hundred and forty one Be it Remembered that heretofore to wit on the 6th day of July 1840 the defendant by Justice and filed the following Transcript from the Docket of James Timmons Esqr a Justice Union County Justices Docket Entry

State of Ohio
C. Lee &c
vs
Ambrose Mekin
Justices Court

Summons .12½
Satisfac .10
Judgt .12½
Execution .25
Bail .25
Mis Transcript 31½
$1.16¼

Suit brought on note for $50.00 due Oct 11. 1836 Payable to Thomas Eldridge or bearer with credit of Six dollars endorsed Dec 17. 1836 also one credit of $10.00 endorsed Feb. 25. 1837. May 22d 1840 Summons issued returnable on the 26. at 2 Oclock P.M. which was returned in due time by Mr Beatty. Endorsed Service by reading fee 0.15 May 26th 1840 Plaintiff appears Def failed to appear & Has appeared for Deft and asked for a continuance, not sufficient cause shown it is considered by me that the plaintiff recover of the defendant a Judgment for the sum of forty one dollars forty Eight cents and costs of suit Execution fi fa issued

On the suit of C. Lee &c against Ambrose Mekin I Andrew Timmons do acknowledge myself bail for Deft for an appeal in the sum of Eight five dollars to be levied on my goods and chattels lands and tenements if in case the said Ambrose Mekin fail to pay the above judgment and costs and costs that may become in the Court of Common Pleas Andrew Timmons

Taken Signed and acknowledged this 30th day of May A.D. 1840 James Timmons J.P. The above Execution returned by Alva Hanby Const. endorsed levy made on one third mill one pitch of wheat and two fields of wheat May 30th fee $0.25

I certify the above to be a correct copy of the proceedings had before me given under my hand this 26th day of July 1840 James Timmons J.P.

Then afterwards to wit on the 14th day of Nov. 1840 the following by the Justice Union County

their Declaration in the words and figures following to wit State of Ohio Union County ss
C. Lee & Co } October Term Court of Common Pleas 1840 This case comes into Court on an
Ambrose Mather } appeal from the docket of a Justice of the peace and thereupon Cyprian Lee and
Mains Wason late partners in trade under the name of their firm of C. Lee & Co by which name
of C. Lee & Co this suit was instituted below and to which suit so instituted Ambrose Mather
Defendant by his atty appears and answers, complains of Ambrose in a plea of as-
sumpsit. for that whereas the said Ambrose Mather on the 10th day of October 1836 at
the County of Union aforesaid made his promissory note in writing and delivered the same
to one Thomas H. Eldridge and thereby promised to pay the said Thomas H. Eldridge or
bearer fifty dollars one day after the date thereof which period has now elapsed. and the
said Thomas H. Eldridge then and there for a valuable consideration transferred and
delivered the same to the said Cyprian Lee & Mains Wason partners in trade under
the name of C. Lee & Co as aforesaid whereby the plaintiffs became and are the bearers of said
note whereof the said Ambrose Mather then and there had notice and then and there as con-
sideration of the premises promised to pay to the said plaintiffs by the name of their firm
of C. Lee & Co as aforesaid the amount of the said note according to the tenor and
effect thereof. And also for that whereas the said Ambrose Mather on the 10th day of October
1836 at the County aforesaid made his promissory note in writing and delivered the same
to one Thomas H. Eldridge and thereby promised to pay the said Thomas Eldridge
or bearer fifty dollars one day after the date thereof which period has now elapsed and
the said Thomas H Eldridge then and there for a valuable consideration delivered
the same to C. Lee & Co by which name the plaintiffs sue below and to which suit so institu-
tuted defendant appears. of which transfer and delivery the Defendant then and there
had notice and then and there in consideration of the premises promised to pay the
amount of the said note to the said C. Lee & Co according to the tenor and effect thereof
Yet the said defendant hath disregarded his promises and has not paid the said
several sums of money nor either of them nor any part thereof to the damage of
the plaintiffs $75. dollars and therefore they bring Suit &c By W.C. Lawrence their atty
And afterwards Sept- on the same day and year first herein aforesaid came the said Defendant by
his atty and the said plaintiff though solemnly called came not nor does he further prosecute his
suit. Therefore it is considered that the defendant go hence without day and recover of the said
plaintiffs his costs in this behalf expended taxed at
James H. Lee Clerk

Wason and Lee
vs
Ambrose Mather

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil
Nicholas Hathaway and Silas G. Strong his associate Judges at a Court of
Common Pleas began and holden at the Court-house in the Town of Mays-
ville in and for the County of Union and State of Ohio on the fourteenth
day of April in the year of our Lord one thousand eight hundred and forty one
Be it remembered that heretofore Court on the 6th day of October 1840 the defendant by his atty filed
in this Court the following Transcript to wit— State of Ohio Union County Justices docket Entry

Wason & Lee
vs
Ambrose Mather

Suit-bastone note for $42.32 due May 9th 1836
May 22nd 1840 Summons issued returnable on the 26th at 1 o'clock
P.M. which was returned by Alb Bently Const. endorsed Served
by reading fee $0.15 May 26th 1840 plaintiff appeared. Atty for
Appearance for defendant and asked for a continuance the Court not
considering the cause sufficient for continuance it was therefore
considered by me that the plaintiff recover of the defendant
a Judgment for fifty two dollars and forty eight cents and
costs of suit Execution issued—
On the suit of Wason and Lee against Ambrose Mather
I Andrew Armin do acknowledge myself bail for Defft for
an appeal in the sum of one hundred and fifty dollars to be levied on
my goods and chattels lands and tenements if in case the said Ambrose Mather
fails to pay the above judgment and costs and costs that may accrue in

Judg.	$52.48
Just. cert Summons	0.12½
Satisfaction	0.10
Judgt	0.12½
Execution	0.25
Bail	.25
This Transcript	31¼
	$1.16¼

in the Court of Common Pleas Andrew Armin Taken signed and acknowledged before me this 30th Day of May 1840 James Vance J.P. The above Execution returned by John Hanly Const. May 30th endorsed Levy made on 3 cows & calves 2 heifers 1 Grindstone on Stack out my 28 proceedings Stayed by bail fee $0.25

I certify the within Transcript to contain a correct copy of the proceedings had before me given under hand this 6th Day of July A.D. 1840 James Vance J.P.

And afterwards to wit on the 14th day of Nov. 1840 the plaintiffs by W.C. Lawrence their Atty filed their Declaration in the words and figures following to wit This cause comes into Court on an appeal from the docket of a Justice of the Peace and thereupon Mains Mason and Cyprian Lee late partners in trade under the name and firm of Mason & Lee by which name of Mason & Lee this suit was instituted below and to which Court so instituted Ambrose Mather the defendant by his attorney appeared and answered, Complaining of the said Ambrose Mather in a plea of assumpsit for that whereas the said Ambrose Mather on the 9th day of May 1836 at the County of Union aforesaid made his Due bill in writing and delivered the same to the said Mains Mason and Cyprian Lee and thereby promised to pay to the said Mains Mason and Cyprian Lee by the said name of their firm of Mason & Lee sixty two Dollars and thirty three cents on the day of the date thereof which period has now elapsed and the said Ambrose Mather then and there in consideration of the premises promised to pay the amount of the said Due bill to the said Mains Mason and Cyprian Lee by the said name of their firm of Mason & Lee according to the effect and tenor thereof. And also for that whereas the said Ambrose Mather on the 9th day of May 1836 at the County of Union aforesaid made his due bill in writing and delivered the same to Mason and Lee by which name the plaintiffs sued below and to which suit so instituted the defendant appeared, and thereby promised to pay to the said Mason and Lee sixty two Dollars and thirty three cents on the day of the date thereof which period has now elapsed and the said Ambrose Mather then and there in consideration of the premises promised to pay the amount of the said Due bill to the said Mason & Lee according to the effect and tenor thereof - Yet the said defendant hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs sixty five Dollars & therefore they bring their suit &c by W.C. Lawrence their Atty and afterwards to wit on the same day and year first within aforesaid came the said defendant and the plaintiffs being solemnly called came not nor do they further prosecute their suit Therefore it is considered that the said defendant go hence without day and recover of the said plaintiffs his costs in this behalf expended and have at-

James H. Lee Clerk

J.P. Swan

Lathrop Hazar by his next friend Norman Chipman

vs

Reuben R. Mann

Pleas before his Honor Joseph R. Swan Esq President and John Cassil Nicholas Gathaway and Silas G. Strong his associate Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one - Be it remembered that heretofore to wit on the 6th day of October 1840 the defendant filed in the Clerks office of this Court the following Transcript to wit

Lathrop Hazar an infant who sues by his next friend Norman Chipman vs Reuben R. Mann

Debt $43.58 Justice costs 64

Constl. costs .15 witness fee .50 Transcript .31

last ~~7~~ an account for $74.71

and endorsed the same on the back of the August 3d 1840 Summons issued and returnable on the 7th instant at 8 o'clock A.M. the defendant acknowledges Service same day

issued by order of the plaintiff for Service by reading fee 0.15 cts August 7th

Sufficient is due time endorsed Levied by reading fee 0.15 cts August 7th

8 o'clock A.M. the time of trial having arrived, the parties appeared trial had thereupon

Sworn and examined as witness for plaintiff and I do find that the defendant owes the plaintiff the sum of twenty four dollars and seventy one cents and that the defendant is entitled to an allowance as offset for the sum of thirty one dollars twelve & ½ cents leaving a balance due the plaintiff of forty three dollars fifty eight & ½ cents It is therefore considered by me that the plaintiff recover of the defendant the sum of forty three dollars fifty eight & ½ cents with the costs of suit. In the action of Lathrop an infant who sues by his next friend Norman Chipman against Reuben P. Mann J. Wilson Reed acknowledge myself bail for the appellant in the sum of Eighty Seven dollars & Seventeen 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 costs that have accrued and may accrue in the Court of Common Pleas Wilson Reed Taken Signed and acknowledged on the 15th day of August A.D. 1840 before me Davis Burnham J.P. (Seal)

{D.} State of Ohio Union County ss I Davis Burnham a Justice of the peace within and for the Township of Union in said County do hereby certify that the forgoing is a true copy from my docket of the proceedings and Judgment in the forgoing case Given under my hand and seal this 6th day of October A.D. 1840 Davis Burnham J.P. (seal)

And afterwards to wit on the 8th day of Oct 1840 the plaintiff by A. Hall his Atty filed his Declaration in the words and figures following to wit This cause comes up by appeal and thereupon the said Lathrop Kayes by his next friend Norman Chipman complains of Reuben P. Mann in a plea of assumpsit for that whereas the said Reuben P. Mann on the first day of August 1840 was indebted to the said Lathrop Kayes in the sum of ninety nine dollars 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 ninety nine dollars for the price and value of work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request and in the sum of $?? for money found to be due from the defendant to the plaintiff on an account then and there stated between and whereas the defendant afterwards on the said 1st day of August 1840 in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request, yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of said plaintiff ??.$ and therefore he brings suit And afterwards to wit on the 6th day of April 1841 the defendant by W.C. Lawrence his Atty filed the following demurrer to wit. A. Hall Atty for Plff and the said defendant comes and says that the declaration of plaintiff in this case is not sufficient in law and the defendant shows to the Court the following cause of demurrer to the said declaration (to wit) the venue to the actions is not laid either in the margin nor either of the counts of said Declaration and the same is otherwise informal uncertain and insufficient in law By W.C. Lawrence his Atty

And afterwards to wit on the same day and year first herein aforesaid the following entry is made upon the Journals of said Court to wit Settled cost paid

J.R. Brown

Hugh Thompson vs Alphias Haskins } Pleas before his Honor Joseph R. Swan Esqr President and John Castle Nicholas Hathaway and Silas G. Strong his associate Judges of a Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand Eight hundred and forty one — Be it remembered that heretofore to wit on the 17th day of May A.D. 1840 the Plaintiff by P.B. Cole his Atty filed the following Transcript in the office of the Clerk of this Court to wit

Hugh Thompson vs Alphias Haskins } $ 33.04 Debt

Suit brot on a note of hand dated the first day of May A.D. 1839 due the 24th day of January 1840 Calls for thirty two dollars and eighty Eight cents bill of particulars filed

Justice costs: Summons .12½ Subpœna .12½ Judgment .12½ Transcript .12½ Bail Bond .12½

Const costs: Travel .25 Levied 1.00

Sum of $37.06 a balance of $ Haskins ... cents and his ... In the ... suit for Debt ... Chattels lands ... Shall fail to ... in the Court ... Taken signed ... The State of ... Defendant ... hand by and ... And afterwards ... Declaration ... Haskins in ... of May A.D. ... delivered the ... Thompson ... January A.D. ... then in Court ... said Hugh ... Alphias Haskins ... indebted to ... eight cents ... then and there ... may A.D. ... Several Sums ... and hath ... of them ... Therefore ... And afterwards ... his plea in this ... And says that ... in manner ... and of this ... by W.C. Lawrence ... of this Cause ... the defendant ... sold and delivered ... fifty dollars ... Same prove ... further Sum ... at his request ... the plaintiff ... on an account ... tiff may recover

Costs	Summons	.12½
	Swearing witnesses	12½
	Judgment	.25
	This bond & exam	31¼
	Bail Bond	.25
Cost costs	Travel	.20
	Sworn	10

February 19th 1840 Summons issued directed to any constable of the Township of Allen returnable on the 26th at one oclock P. M. Summons returned Served by reading Feb. 21. 1840 travel .20. Sworn 10 cents John Epps const Feb. the 26th one oclock P. M. the plaintiff failed to appear the defendant for cost appeared trial, the defendant was sworn as to his account Enoch Mose and Elijah Burroughs was sworn as witnesses for the defendant and upon hearing I do find that the plaintiff Hugh Thompson does owe the defendant Alphias Haskins the sum of $37.22 and that the defendant owes the plaintiff the sum of $33.04 leaving a balance of $4.18 It is therefore considered by me that the defendant Alphias Haskins recover of the plaintiff Hugh Thompson the sum of four Dollars and eighteen cents and his costs herein taxed at one dollar and thirty seven cents

In the action of Hugh Thompson vs Alphias Haskins I P. B. Cole acknowledge myself bail for Hugh Thompson the appellant in the sum of fifty Dollars to be levied of goods and chattels lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas P. B. Cole

Taken signed and acknowledged before me this 6th day of March in the year 1840 A. A. Williams J. P.

The State of Ohio Union County Allen Township ss

I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above case A. A. Williams J. P. of the aforesaid Township And afterwards to wit on the 15th day of June 1840 the plaintiff by his said attorney filed his Declaration in the words and figures following to wit Hugh Thompson complains of Alphias Haskins in a plea of assumpsit for that whereas the said Alphias Haskins on the 15th day of May A.D. 1839 at the County of Union aforesaid made his promissory note in writing and delivered the same to the said Hugh Thompson and thereby promised to pay to the said Hugh Thompson or order thirty two dollars and eighty eight cents on or before the 25th day of January A.D. 1840 which period has now elapsed and the said Alphias Haskins then and then in consideration of the premises promised to pay the amount of the said note to the said Hugh Thompson according to the true and effect thereof- And whereas the said Alphias Haskins afterwards to wit on the day and year aforesaid at the County aforesaid was indebted to the said Hugh Thompson in the further sum of thirty two dollars and Eight eight cents for money loaned to be due from the defendant to the plaintiff on an account then and there stated between them. & Whereas the Defendant afterwards on the 1st day of February A.D. 1840 in consideration of the premises then and there promised to pay the said several sums of money to the plff on request Yet he hath disregarded his promises and hath not though often requested paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff one hundred dollars and therefore he sues By P. B. Cole his atty

And afterwards to wit on the 23d day of September 1840 the Defendant by W. C. Lawrence his Attorney for his plea in the words and figures following to wit, "And the said Alphias comes and defends &c and says that he does not owe the said sum of money above demanded or any part thereof in manner and form as the said Hugh Thompson hath complained against him and of this he puts himself upon the Country and the said Hugh doth the like by W. C. Lawrence his attorney. The plaintiff will take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff was and still is indebted to the defendant in the sum of fifty Dollars for the price and value of goods before that time sold and delivered to the plaintiff by the defendant at his request. And also in the sum of fifty dollars for the price and value of work before that time done and materials for the same provided by defendant for the plaintiff at his request and also in the further sum of fifty Dollars for money before that time lent by Defendant to plaintiff at his request. and in the sum of Seventy Dollars for money paid by Defendant for the plaintiff at his request. and in the sum of fifty Dollars for money found due Defendant on an account Stated between them; which said sums Defendant will set off so much as plaintiff may recover & take Judgment for the balance if possible W. C. Lawrence his atty

And afterwards to wit - on the same day and year first herein aforesaid came the parties by their attorneys and it being suggested to the Court that the plaintiff is deceased since the commencement of this suit It is ordered that Polly Thompson Administratrix on the Estate of said deceased be made party plaintiff. and thereupon came a Jury to wit Benjamin Welch Wm B Piper Asher F. Sabin Mason Chapman M.S. Wood Hugh McAdow Henry Goodrich Hail Wentworth Cyprian Lee James Blackburn Joseph R. Cahill and John W Hallock who being empannelled and sworn the truth to speak upon the issue joined between the parties upon the oath do say that the defendant did assume and promise in manner and form as the plaintiff hath declared against him and they assess the damages by reason of the premises to one dollar and twelve cents. Thereupon it is considered that the plaintiff recover of the said defendant the said sum of one dollar and twelve cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at

James H. Lee Clerk

Pomeroy Wilson & Butler
vs
Augustus Hall John S. Fulton and Chester Jamum

Pleas before his Honor Joseph R. Swan Edge President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand Eight hundred and forty one - Be it remembered that heretofore to wit on the 25th day of September AD. 1840 the plaintiffs sued out of the Clerks office of this Court the following writ of Summons writ State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Augustus Hall John S. Fulton and Chester Jamum to appear on the first day of our next Term before the judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto George Pomroy Lewis C. Wilson and Elias Butler Partners under the name and Style of Pomroy Wilson & Butler in a plea of Debt of $317.34 Damages Fifty dollars and have you there this writ & Seal & Witness James H. Lee Clerk of said Court at the Court House aforesaid this 25th day of Sept AD 1840 James H. Lee Clerk. Endorsement as follows to wit "Suit brot on note under seal given by defendants to plaintiffs for $317.34 dated July 8th 1839 due ninety days after date with a credit thereon as of May 10. 1840 of $200.00 Also for goods sold and delivered and on the other Common counts. Columbus Delano att'y for pltffs & security for costs. Said writ was returned October 6th 1840 Issued by Johning a certified copy to each defendant R. Clark Sheriff And afterwards to wit on the 8th day of October 1840 the pltffs by their said att'y filed the following Declaration to wit Union County ss Court of Common Pleas October Term 1840 George Pomroy Lewis C. Wilson and Elias Butler Partners under the name and Style of Pomroy Wilson and Butler complain of Augustus Hall John S. Fulton and Chester Jamum in a plea of Debt &c for that whereas the said defendants on the 8th day of July 1839 at the County aforesaid made their certain writing obligatory of that date sealed with their seals (and now to the Court shown) and then and there delivered the same to the said plaintiffs and thereby bound themselves to pay to the said pltffs or order three hundred and seventeen dollars and thirty four cents in ninety days after the date thereof which period has now elapsed. And also for that whereas the said defendants on the 15th day of November AD. 1839 at the County aforesaid were indebted to the said defendants in three hundred dollars for money then and there paid by the plaintiffs for the use of the defendants at their request and in three hundred dollars for money then and there received by the Defts. for the use of the pltffs and in three hundred dollars for money found to be due from the defts to the pltffs on an account then and there stated between them. Yet the said defts have not paid the said several sums of money or either of them nor any part thereof to the damage of the said pltffs of Fifty dollars and therefore they bring suit &c Columbus Delano att'y for pltffs

and afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their attorney and the defendants though solemnly called came not but made default. And thereupon on motion of the pltffs requiring a Jury and the Court being fully advised in the premises do find that the said defendants do owe and are indebted unto the plaintiffs in the sum of ninety one dollars and sixty eight cents and they assess the damages of the said plaintiffs by reason of the detention of said Debt to $3.20 Thereupon it is considered that the said plaintiffs recover of the said defendants the said sum of $91.68 their Debt aforesaid and also the sum of $3.20 their damages

aforsaid so as aforsaid assessed. and it appearing to the satisfaction of the Court that A. Hall is principal it is ordered that the goods chattels lands and tenements of the said Hall be first liable to satisfy said Debt.— James H. Lee Clerk

J. R. Swan

Peter Igou vs Chester Fanning } Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April A.D. one thousand eight hundred and forty one— Be it remembered that heretofore Court on the 6th day of October 1840 the plaintiff sued out of the Clerks office of this Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Chester Fanning to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto Peter Igou in a plea of assumpsit Damages Five hundred Dollars and have you then there this writ Witness James H. Lee Clerk of said Court at the Courthouse aforesaid this 6th day of Oct A.D. 1840 James H. Lee Clerk. Endorsement as follows to wit Suit brot on two notes of hand executed by Defdt to plff on the 30th day of October 1839 one for $224. due one the first day of Feb. 1840 the other for $74.70 due on the first day of June 1840 A. Hall Atty for plff returned forthwith served by delivering a certified copy to Defdt R. Clarke Sheriff And afterwards to wit on the 7th day of Oct. 1840 the plaintiff by his said Atty filed his Declaration in the words and figures following to wit Peter Igou complains of Chester Fanning in a plea of assumpsit for that whereas the said Fanning on the 30th day of October 1839 made his promissory notes in writing and delivered the same to the said Igou and thereby promised to pay the said Igou or bearer the sum of Two hundred and twenty four Dollars on or before the first day of February A.D. 1840 and the further sum of Seventy four dollars and seventy cents on or before the first day of June 1840 both of which periods have now elapsed and the said Fanning then and there in consideration of the premises promised to pay the amount of the said notes to the said Igou according to the tenor and effect thereof Yet the said Fanning hath disregarded his said promises and hath not paid the said sums of money or either of them or any part thereof to the damage of the said Igou five hundred Dollars and therefore he brings suit &c A. Hall Atty for plff And afterwards to wit on the same day and year first herein aforesaid came the Plaintiff by his attorney and the defendant though solemnly called came not but made default Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises, and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiff by reason to three hundred and thirty five dollars and thirty Eight cents— Whereupon it is considered that the said plaintiff recover of the said defendant the said sum of $335.38/100 his damages aforesaid so as aforesaid assessed together with his costs in this behalf expended taxed at James H. Lee Clerk

J. R. Swan

Stewart & Osborn vs Silas G. Strong } Pleas before his Honor Joseph R. Swan Esqr President and John Cassil & Nicholas Hathaway and his associates Judges at a Court of Common Pleas begun and held and held at the Courthouse in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April A.D. 1841 one thousand eight hundred and forty one— Be it remembered that heretofore to wit on the same day and year last aforesaid came the plaintiffs by Messrs Brush and Gilbert Esqrs their attys and filed their declaration in the words and figures following to wit State of Ohio Union County ss Court of Common Pleas April Term 1841 Frances Stewart and James D. Osborn partners trading as Stewart and Osborn plaintiffs in this suit complain of Silas G. Strong defendant in this suit of a plea of assumpsit &c For that whereas the said defendant on the 10 day of July in the year of our Lord one thousand Eight hundred and forty at said County made his promissory note in writing and then and there delivered the same to the plaintiffs and thereby then and there promised to pay the said plaintiffs or order the sum of nine dollars and fifty seven cents in one day after the date thereof which period has now elapsed and the said defendant in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof— Yet the said defendant although often requested afterwards, has not paid said sum of money or

any part thereof to the plaintiffs but has hitherto wholly neglected and refused so to do and still doth neglect and refuse to the damage of the plaintiff two hundred dollars and therefore he brings Suit &c

Bush & Gilbert Attys Pffs

And afterwards to wit - on the same day and year last aforesaid the defendant by John W Andrews his Atty files the following plea to wit. And the said defendant comes and says that he did assume and promise in manner and form as the said plaintiffs have alledged against him and that they have sustained damages by reason thereof to ninety Eight & 81/100 Dollars for which with costs by virtue of a power of attorney for that purpose Executed it - in consequence that Judgment be Entered John W Andrews Atty for Deft And afterwards to wit on the same day and year last aforesaid came into Court the said plaintiffs by Bush & Gilbert their attorneys and filed their against - the said defendant and thereupon J. W. Andrews Esqr one of the attorneys of this Court appears in open Court in behalf of said defendant and by virtue of a warrant of attorney executed by the said Silas G. Strong the defendant and now produced in open Court and duly proved waives the issuing and service of process and acknowledged that the said defendant did assume and promise in manner and form as the said plaintiffs have in their said declaration alleged against and confessed that the said plaintiffs have sustained damages by reason thereof to ninety Eight Dollars Eighty seven cents. Therefore it is considered that the said Plaintiffs recover of the said defendant the said sum of ninety Eight Dollars and Eighty seven cents their damages aforesaid so confessed as aforesaid and also their costs in this behalf expended taxed to $7.81. And by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived by the said Defendant

James H. Gilbert

Alonzo Whitney
vs
Andrew Keyes Admr. of Estate of Mary Whiles deceased

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas begun and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one - Be it remembered that heretofore to wit on the 31st day of January A.D. 1841 the parties filed in the office of the Clerk of this Court the following article of agreement and arbitrament to wit Article of Agreement made and entered into this twenty fifth day of January A.D. 1841 by Alonzo Whitney and Andrew Keyes administrators of the Estate of Mary Whiles late of Union County dec'd witnesseth that the said Alonzo Whitney and Andrew Keyes do hereby agree to abide and perform the award of Norman Chipman Matthew Gooding and Henry Burnham or any two of them and which Arbitrators have been chosen by said Alonzo Whitney and Andrew Keyes and approved by John Cassil one of the Judges of the Court of Common Pleas of Union County State of Ohio to award and determine all differences damages claims and demands whatsoever both in law and equity now existing between them so far as relates to the claims of said Alonzo Whitney against said Andrew Keyes Administrator of said Estate. So as said award be made in writing under the hands of said Arbitrators or any two of them and when said award or report to the Court of Common Pleas or the Clerk of said Court agreeable to law. in witness whereof we have hereunto set our hands & seals the day and year first above written Andrew Keyes (Seal)
This is to certify that I approve of the aforesaid arbitrators John Cassil Judge. Alonzo Whitney (Seal)
Test Ralph Chew Said Award reads in the words and figures following to wit

Alonzo Whitney
vs
Andrew Keyes administrator of Estate of Mary Whiles dec'd

The parties having entered into an agreement in writing amicably to submit their cause to arbitration and chose Norman Chipman Matthew Gooding & Henry Burnham who were approved by John Cassil one of the Judges of the Court of Common Pleas of Union County and filed the same with the Clerk of said Court In pursuance of said submission the undersigned arbitrators met at the office of Andrew Keyes Esqr in the Town of Milford in Union County the parties being present and having them and there taken upon ourselves the burden of said submission being duly sworn by David Burnham Justice of the peace of said County heard the proofs and allegations of said parties and do hereby make and publish the following as their final award

in the said premises and we do adjudge order and award that Alonzo Whitney recover of Andrew Kyes administrator of said Estate the sum of one hundred and seventy seven dollars and sixty five cents in witness whereof we have hereunto set our hands and seals this twenty sixth day of January in the year of our Lord one thousand eight hundred and forty one

Norman Chapman [Seal]
M. Gooding [Seal]
H. Burnham [Seal]

And afterwards to wit on the same day and year last within aforesaid came the parties and thereupon a certain award between the parties was produced in the words and figures following to wit The undersigned arbitrators met at the office of Andrew Kyes Esqr in the Town of Unionville in Union County the parties being present and having been and there taken upon themselves the burden of said submission being duly sworn by David Burnham Justice of the peace of said County heard the proofs and allegations of said parties and do hereby make and publish the following as their final award in the said premises. And we do adjudge order and award that Alonzo Whitney recover of Andrew Kyes administrator of said Estate the sum of one hundred and seventy seven Dollars and sixty five cents In witness whereof we have hereunto set our hands and seals this 26th day of January in the year of our Lord one thousand eight hundred and forty one

Norman Chapman [Seal]
M. Gooding [Seal]
H Burnham [Seal]

Whereupon it is considered that the said Alonzo Whitney recover of the said Andrew Kyes Admr aforesaid the said sum of one hundred and seventy seven dollars and 65/100 the amt of the above award together with his costs in this behalf expended taxed at Dollars &

James H. Gill Clk

J. R. Swan

Matthew J. Gilbert pro se
vs
Marquis Wood

Pleas before his Honor Joseph R. Swan Esqr President and John Castle Nicholas Matthews and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April A.D. 1841. Be it remembered that on the same day and year last aforesaid the plaintiff by Brush and Gilbert his attys filed his Declaration in the words and figures following to wit

State of Ohio Union County Court of Common Pleas of the Term of March one thousand Eight hundred and forty one Union County ss Matthew J. Gilbert who sues for the use of Osborn and Hogan plaintiff by Brush and Gilbert attys complains of Marquis Wood defendant of a plea that he render to the said plaintiff the sum of one hundred and ninety one dollars and Eighty two cents of lawful money of the United States which he owes and unjustly detains from him For that whereas the said defendant heretofore to wit on the 1st day of February one thousand Eight hundred and forty at the said County of Union and State of Ohio and within the jurisdiction of this Court by his certain writing Obligatory sealed with his seal and now here shown to the Court the date whereof is the day and year aforesaid for value Recd promised to pay the plaintiff or order one hundred and ninety one dollars and Eighty two cents with interest from January 1. 1840 five months after date which period has now elapsed. Yet the said defendant (although often requested so to do) hath not paid the said sum of one hundred and ninety one dollars and eighty two cents above demanded or any part thereof to the said plaintiff but has hitherto wholly neglected and refused and still neglects and refuses so to do. And whereas also the said defendant afterwards to wit on the 10th day of August in the year of our Lord one thousand eight hundred and forty in the County aforesaid was indebted unto the plaintiff in the further sum of two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request also in the further sum of Two Hundred Dollars for work and labor then and there done and materials for the same provided by the plaintiff for the defendant at his request. Also in the further sum of Two Hundred dollars for so much money then and there by the plaintiff lent and advanced to and paid laid out and expended for

the defendant at his request. Also in the further sum of Two hundred dollars for so much money then and there had and received by the defendant for the use of the plaintiff. And also in the further sum of Two Hundred dollars found to be due from the defendant to the plaintiff on an account then and there stated between them - and so being indebted the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said Defendant although often afterwards requested has not paid the said several sums of money or any part to the plaintiff. but has hitherto wholly neglected and refused so to do and still does neglect and refuse to the damage of the plaintiff One hundred dollars and therefore he brings suit &c Brush and Gilbert attorneys for Pl'ff

And afterwards to wit on the same day and year aforesaid the defendant by John W. Andrews Esqr his Atty filed the following plea to wit Marquis Wood acts M. J. Gilbert for the use of Osborn and Hogan Union Comn Pleas April Term 1840 and the said defendant comes and says that he cannot gainsay the action of the said plaintiff but confesses that he does owe and is indebted unto the said plaintiff in the sum of one hundred and ninety one dollars and eighty two cents and that the plaintiff has sustained damages by reason of the detention thereof at fourteen dollars and eighty four cents and by virtue of a power of Attorney for that purpose Executed by defendant Judgment is confessed for the said Sum of one hundred and ninety one dollars and Eighty two cents Debt and the said Sum of fourteen dollars and Eighty four cents damages and all error is released and all right and benefit of appeal waived John W. Andrews Attorney for Defendant

And afterwards to wit on the same day and year aforesaid came into Court the said plaintiff by Brush and Gilbert his attorneys and filed his declaration against the said Defendant and thereupon J. W. Andrews Esqr one of the attorneys of this Court appears in open Court in behalf of the said Defendant and by virtue of a warrant of attorney executed by the said Marquis Wood, the said defendant, and now produced in open Court and duly proved warrant the issuing and service of process and acknowledges that the said Defendant doth owe and is indebted to the said plaintiff in the sum of one hundred and ninety one dollars and eighty two cents, and that the said plaintiff hath sustained damages by reason of the detention thereof at fourteen dollars Eighty four cents in manner and form as the said plaintiff in his said declaration hath declared against him the said defendant. Therefore it is considered that the said Plaintiff recover of the said defendant the said sum of $191.82 his Debt aforesaid and the sum of $14.86 his damages aforesaid so confessed as aforesaid and also his costs in this behalf expended to wit at $7.81 and by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived by the said defendant

James H. Lee Clerk

Peter Hopkins vs John Baldwin } Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 16th day of May A.D. 1840 the plaintiff by John Laurence Esqr his attorney sued out of the Clerks office of this Court the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to Summon John Baldwin to appear on the first day of our next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto Peter Hopkins in a plea of assumpsit Damages $400.00 Dollars and have you then there this writ Tested Witness James H. Lee Clerk of said Court at the Court house aforesaid this 16th day of May A.D. 1840 James H. Lee Clerk Endorsement as follows to wit Suit brought on promissory note given by defendant to plaintiff for the sum of three hundred dollars for value received dated the twenty seventh of June A.D. 1838

and due on the first day of November A.D. 1839 also for goods sold & delivered money had and received" John Lawrence Attorney for Plff and afterwards to wit on the 21. day of May 1840 the Sheriff returned said writ as follows to wit Served by delivering a certified copy to defendant R. Clark Sheff and afterwards to wit on the 12th day of June 1840 the plaintiff by his said Atty filed his declaration as follows to wit "Peter Hopkins complains of John Baldwin in a plea of assumpsit for that whereas the said John Baldwin on the 27th day of June A.D. 1838 made his promissory note in writing and now here to the Court shown and delivered the same to the said Peter Hopkins and thereby promised to pay to the said Peter Hopkins heirs or assigns three hundred dollars on or before the first day of November 1839 which period has now elapsed and the said John Baldwin then and there in consideration of the premises promised to pay the amount of the said to the said Peter Hopkins according to the tenor and effect thereof. And also for that whereas the said John Baldwin on the 10th day of May 1840 was indebted to the said Peter Hopkins in the sum of four hundred dollars for the price and value of goods then and there bargained and sold by the said Peter Hopkins to the said John Baldwin at his request. And in the sum of four hundred dollars then and there lent by the plaintiff to defendant at his request. And whereas the said John Baldwin afterwards to wit on the 15th day of May in the year last aforesaid in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the said Peter Hopkins on request. Yet he has disregarded his promises and has not paid the said several sums of money though often requested nor either of them nor any part thereof to the damage of the said Peter Hopkins $1000.00 and therefore he brings suit &c By John Lawrence his atty And afterwards to wit on the same day and year first herein aforesaid by agreement of the parties the defendant is to pay the costs in this cause and suit discontinued Therefore it is considered that the defendant pay the costs herein taxed at

James H Lee Clerk

Ambrose Mecker
vs
Silas G. Strong

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges of a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight-hundred and forty one. Be it remembered that heretofore to wit on the 21st day of May 1840 the plaintiff by Powell and Hall his attys sued out of the Clerks office of this Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Silas G. Strong to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Ambrose Mecker in a plea of assumpsit Damages one thousand dollars and have you then there this writ (Teste) witness James H Lee Clerk of said Court at the Court House aforesaid this 21. st day of May 1840 James H Lee Clerk Endorsement as follows to wit This action is brot to recover money paid by the plaintiff for the use of the defendant Also for money paid by Plff on a note due the Urbana Banking Co given by Luther M. Davis on which the plaintiff the defendant and Davis & Mason were sureties and the plaintiff now claims to recover of the defendant his contributive share of the money so paid Powell and Hall plaintiffs attys And said writ was returned May 27. 1840 as follows to wit Served by delivering a certified copy to Deft A. Clark Sheff and afterwards to wit on the 6th day of August 1840 the plaintiff by his said attys filed his declaration in the words and figures following to wit Ambrose Mecker complains of Silas G. Strong in a plea of assumpsit for that whereas the said Strong on the first day May 1840 at Union County was indebted to the plaintiff in the sum of one thousand Dollars for money then and there paid by the plaintiff to and for the use of the defendant at his request and also in the sum of one thousand dollars for money paid by plaintiff to and for the use of the defendant at his request upon a note executed by Luther M. Davis (whereof you are able) and Ambrose Mecker Silas G. Strong

and Mains Wason (who are Securities) to the President & Directors of the Urbana Banking Company — And also in the further Sum of one thousand dollars paid them and there by Plff to and for the use of the Defdt at his request upon a Judgment Name by the Said President and Directors of the Urbana Banking Company against Luther M. Davis Ambrose Mucker Silas G. Strong and Mains Wason in Union County Court of Common Pleas. And whereas the Said Defendant afterwards to wit on the first day of June 1840 in Consideration of the premises then and there promised to pay the Said Several Sums of money to the plaintiff on request Yet he hath disregarded his promises and hath not paid the Said Several Sums of money nor either of them nor any part thereof to the damage of the Said plaintiff one thousand dollars and therefore he Sues Powell & Hall Attys for Plff And afterwards to wit on the 23 day of Sept 1840 the defdt by W.C. Lawrence his atty filed his plea as follows to wit. and the Said Silas comes and defends &c and Says that he did not assume and promise in manner and form as the Said Mucker has in the Several Counts of his declaration complained against him and of this he puts himself upon the Country and the plaintiff doth the like

W.C. Lawrence his atty

And afterwards to wit on the same day and year first herein aforesaid came the defendant by his atty and the plaintiff though solemnly called came not but does he further prosecute his Suit Therefore it is considered that the Said defendant go hence without day and recover of the plaintiff his costs in this behalf expended &c

James H. Lee Clerk

Ambrose Mucker
vs
Mains Wason

Pleas before his Honor Joseph R. Swan Edge President and John Cassil Nicholas Gathany and Silas G. Strong his associate Judges at a Court of Common Pleas begun and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourth day of April in the year of our Lord one thousand eight hundred and forty one — Be it remembered that heretofore to wit on the 21. day of May 1840 the plaintiff Issued out of the Office of the Clerk of the Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of Said County Greeting We command you to Summon Mains Wason to appear forthwith before the judges of our Court of Common Pleas in and for the County aforesaid at the Court House in Said County to answer unto Ambrose Mucker in a plea of assumpsit Damages one thousand dollars and have you then there this writ Witness James H. Lee Clerk of Said Court at the Court House aforesaid this 21. day of May A.D. 1840 J.H. Lee Clerk — Endorsement as follows to wit This action is brought to recover for money paid by Plff to & for the use of Defdt and also for a contribution share of money paid by plaintiff for Luther M. Davis on a note payable to Urbana Banking Co whom the plaintiff. Defdt and Mains were Securities Powell & Hall Plffs atty and afterwards to wit on the same day and year last aforesaid the Sheriff returned said writ as follows to wit Served by delivering a certified copy to Defdt R. Clark Sheriff And afterwards to wit on the 6th day of August 1840 the plaintiff by his said atty filed his Declaration in the words and figures following to wit Ambrose Mucker complains of Mains Wason in a plea of assumpsit for that whereas the Said Wason on the first day of July 1840 at Union County was indebted to the plaintiff in the Sum of one thousand dollars for money then and there paid to and for the use of the Defendant at his request — And also in the Sum of one thousand dollars for money paid then & there by the Plff to & for the use of the defendant at his request Executed by Luther M. Davis (who was principal) & Ambrose Mucker Silas G. Strong who were Security to the President & Directors of the Urbana Banking Company — And also in the Sum of one thousand Dollars then and there paid by the plaintiff to and for the use of the defendant at his request in Satisfaction of a Judgment obtained by the President & Directors of the Urbana Banking Company against Luther M. Davis Ambrose Mucker Silas G. Strong and Mains Wason in Union County Court of Common Pleas. And whereas the Said Defendant afterwards to wit on the 1st day of June 1840 in consideration of the premises then and there promised to pay the Said Several Sums of money to the plaintiff on request. Yet he hath disregarded his promises and hath not (though often requested so to do) paid Said Several Sums of money or any part thereof to the damage of the Said plaintiff $1000. Therefore he Sues

Powell & Hall Attys for Plff

and afterwards to wit on the 23rd day of Sept 1840 the Defft by W.C. Lawrence his atty filed his plea as follows to wit. And the said Maines Mason comes and defends &c and says that he did not assume and promise in manner and form as the said Auburn Baker hath in the several counts of his Declaration complained against him and of this he puts himself upon the country and the Plff doth the like by W.C. Lawrence his atty

and afterwards to wit on the same day and year first herein aforesaid came the said plaintiff by his attorney and the said plaintiff being solemnly called came not, nor does he further prosecute his suit, therefore it is considered that the said defendant go hence without day and recover of the Plff his costs herein expended taxed &c

James H Gill Clerk

John Castle
as
James McElroy

Pleas before his Honor Joseph R. Swan Esqr President and John Austin Nicholas Matheny and Silas G. Strong his associates Judges of the Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one — Be it remembered that heretofore to wit on the 23rd day of August 1839 the plaintiff by W C Lawrence Esqr his atty issued out of the office of the Clerk of this Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon James McElroy to appear on the first day of our next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto John Castle in a plea of the case Damages Two thousand Dollars and have you then there this writ (Seal) Witness James H Gill Clerk of said Court at the Court house aforesaid this 23rd day of August A.D. 1839 Jas H. Gill Clk

Endorsement as follows to wit Suit brought by plaintiff to recover damages of the defendant for maliciously speaking uttering and declaring of and concerning the plaintiff the following false slanderous defamatory words. "Castle is a liar. he (Castle) is a damned liar. he is perjured. Now the suit became to wit the said words a lie W.C. Lawrence atty for Plff And afterwards to wit on the 25th day of Oct 1839 the Sheriff returned said writ as follows (to wit) Served by delivering a certified copy to Defft R. Clark Sheriff. And afterwards to wit on the 11th day of Nov. 1839 the plaintiff by his said atty filed his Declaration in the words and figures following to wit. John Castle complains of James McElroy in a plea of the case for that whereas the said John Castle is and always has been a good and faithful citizen of the State of Ohio and has sustained a good and fair character among his neighbours for integrity and has never been guilty or suspected of the atrocious crime of perjury & false swearing but the said James McElroy not ignorant of the premises and contriving and intending maliciously and wickedly to injure his character to bring him into disgrace among his neighbours and to expose him to the penalties of the law for perjury did on or about the 20th day of October in the year 1839 at the County of Union aforesaid speak utter publish and declare in the hearing of sundry persons the following false & scandalous words of and concerning the plaintiff (to wit) Castle (meaning the said Plff) Swore a lie. He (meaning the said John Castle) Sworn a damned lie. He (meaning the said John Castle. is perjured. He (meaning the said James McElroy) Now the suit became Castle (meaning the said John Castle) Sworn a lie by means of publishing which said false and scandalous words the said John Castle is greatly injured in his good name and reputation and has been rendered liable to a prosecution for perjury to the damage of the said John Castle Two thousand dollars and thereupon he sues &c By W.C. Lawrence his atty

And afterwards to wit on the same day and year first herein aforesaid Came the defendant and the ~~plaintiff~~ ~~and~~ ~~the~~ plaintiff though solemnly called came not nor does he further prosecute his suit Therefore it is considered that the said defendant go hence without day and recover of the said plaintiff his costs herein expended taxed &c

James H. Gill Clk

Adam Shirk
as
Silas G. Strong

Pleas before his Honor Joseph R. Lewis Esqr President and John Cassil Nicholas Hathaway and Silas G Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one

Be it remembered that heretofore to wit on the 21 day of November 1839 the plaintiff sued out of the Clerks office of this Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Silas G. Strong to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Adam Shirk in a plea of Assumpsit Damages Two hundred and twenty Dollars and have you then there this writ Witness James H. Lee Clerk of said Court at the Court House aforesaid this 21 day of Nov. 1839 James H. Lee Clerk endorsement on said writ reads as follows to wit Suit brought on Defts note of hand for one hundred and forty five dollars seventy two cents with interest and due one day after date given to Davis Witter Dec 4. 1835 and payable to him or order only by him assigned to plaintiff also for goods sold and delivered money lent &c by W.C. Lawrence his atty. And afterwards to wit on the same day and year last aforesaid the Sheriff returned said writ in the words and figures following to wit Served by delivering a certified copy & Dept R. Clark 1.50 And afterwards to wit on the 17th day of Nov. 1839 the plaintiff by his said atty filed his declaration in the words and figures following to wit. Adam Shirk complains of Silas G. Strong in a plea of assumpsit for that whereas the said Silas G. Strong on the 4 day of December the year 1835 at the County of Union made his promissory note in writing and then and there delivered the same to one Davis Witter and there promised to pay the said Davis Witter or order one hundred and forty five dollars and seventy two cents with interest in one day after the date thereof which period has now elapsed, and the said Davis Witter then and there endorsed the same to the said Adam Shirk whereof the said Silas G. Strong then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Adam Shirk according to the tenor and effect thereof. Yet the said Silas G. Strong hath disregarded and hath not paid the said sum of money or any part thereof to the damage of the said Adam Shirk $220.00 and therefore he sues by W.C. Lawrence his atty. And afterwards to wit on the same day and year first herein aforesaid came the said defendant by his atty and the said plaintiff though solemnly called came not nor does he further prosecute his suit Therefore it is considered that the said defendant go hence without day and recover of the plaintiff his costs herein expended Taxed &c

James H. Lee Clerk

Wilson & Booth
vs
Beatty & Brookins

Pleas before his Honor Joseph R. Lewis Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio in the year of our Lord one thousand Eight hundred and forty one - Be it remembered that heretofore to wit on the 31. day of Dec 1838 the Plffs by J Matthews their atty sued out of the office of the Clerk of this Court the following writ of Summons to wit

State of Ohio Union County ss to the Sheriff of said County Greeting We command you to summon Henry Beatty and John P. Brookins late partners under the name firm and Style of H. Beatty and Co. to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day next Term to answer unto Alexander Wilson & Willis Booth merchants trading under the name firm and Style of Wilson & Booth in a plea of assumpsit - Damages $300.00 and have you then there this writ - (Seal) Witness James H. Lee Clerk of the Court of Common Pleas aforesaid this 31 day of Dec A.D. 1838 James H. Lee Clerk endorsement as follows Suit brought on a promissory note Executed by defendants to Plffs for the sum of $165.71 cts payable ninety days after date & dated May 2. 1837 J Matthews atty for Plffs

and afterwards to wit on the 5th day of June 1837 the Sheriff returned said writ as follows to wit Served by delivering a certified copy to each Deft R. Clark Sheriff. And afterwards to wit on the 8th day of August 1837 the plaintiff by his Counsel filed his Declaration as follows to wit Henry Beatty and John P. Brookins late partners under the name firm and Style of H. Beatty and Co. were Summoned to answer to Alexander Wilson & Willis Borthe Merchants trading under the name firm and Style of Wilson and Borthe. in a plea of assumpsit and thereupon the said plaintiffs by J. Mathews their Attorney complain for that whereas the said defendants by and under the name and firm of H. Beatty & Co heretofore to wit on the second day of May A.D. 1837 at Pittsburgh to wit at Union County aforesaid made their certain promissory note in writing bearing date the day and year aforesaid and thereby three months after date promised to pay the said Plaintiffs partners as aforesaid or their order Ninety days after the date thereof the sum of one hundred and sixty five dollars and seventy cents for value Recd without defalcation or Stay of Execution and then and there delivered the said promissory note to the said plaintiffs partners as aforesaid by means whereof and by force of the Statute in such case made and provided. the said defendants then and there became liable to pay to the said plaintiffs partners as aforesaid the said sum of money in the said promissory note specified according to the tenor and effect of the said note and being so liable they the said defendants partners as aforesaid in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said plaintiffs partners as aforesaid to pay them the said sum of money in the said promissory note specified according to the tenor and effect thereof And whereas also the said defendants partners as aforesaid afterwards to wit on the day and year aforesaid at Union County aforesaid were indebted to the said plaintiffs partners as aforesaid in the further sum of one hundred and sixty five Dollars and seventy one cents for the work and labor care and diligence of the said plaintiffs partners as aforesaid by them partners as aforesaid before that time done performed and bestowed in and about the business of the said Defendants partners as aforesaid and at their special instance and request. And also in the further sum of one hundred and sixty five dollars and seventy one cents of like lawful money for Divers goods wares and merchandize by the said plaintiffs partners as aforesaid before that time sold and delivered to the said defendants partners as aforesaid and at their special instance and request And also in the further sum of one hundred and sixty one dollars and seventy one cents of like lawful money for money by the said Plaintiffs partners as aforesaid before that time lent and advanced to and paid laid out and expended for the said Defendants partners as aforesaid and at their like special instance and request. And also in the further sum of one hundred and sixty five Dollars and seventy one cents of like lawful money for other money by the said Defts before that time had and received to & for the use of the said Plffs partners as aforesaid and being so indebted they the said defendants partners as aforesaid in consideration thereof afterwards to wit on the day and year aforesaid at Union County aforesaid undertook and then and there faithfully promised the said plaintiffs partners as aforesaid to pay them the said several sums of money in this count mentioned when they the said defendants should be thereunto afterwards requested Yet the said defendants partners as aforesaid not regarding their said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said plaintiffs partners as aforesaid in this behalf have not as yet paid the said several sums of money or any or either of them or any thereof to the said plaintiffs partners as aforesaid although often requested so to do But the said Defendants partners as aforesaid to pay the same have hitherto wholly neglected and refused and still do neglect and refuse to the damage of the said plaintiffs of three hundred dollars and therefore they bring their suit J. Mathews Atty for Plff

And afterwards to wit on the same day and year first herein aforesaid came the defendants by their attorneys and the plaintiffs though solemnly called came not nor do they further prosecute their suit Therefore it is considered that the said defendants go hence without day and recover of the said plaintiffs their costs in this behalf expended

Taxed at

James H Lee Clerk

J. Mathews

Clarissa Moodie
vs
George Moodie
and others

Pleas before his Honor Joseph R Swan Esqr President and John Cassil Nicholas Hallaway and Silas G Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 25th day of October the Complainant by W G Lamme Esqr her atty filed the following petition in the office of the Clerk of this Court to wit Union County Court of Common Pleas sitting in Chancery Clarissa Moodie relict and widow of Roger Moodie late of this County dec'd respectfully represents to your Honors that she was the lawful, accredited and obedient wife of the said Roger at his death and for forty years antecedent thereto and the said Roger died seizee in fee of the following real Estate of which your petitioner is entitled to dower lying in said County to wit Bounded and described as follows part of entry No 7734 beginning at two white oaks and a hickory western corner to A Alexanders Survey No 6543 & corner of Appleby and Stubblefields Survey No 6316 running with said Appleby and Stubblefields line S. 56. W 135 poles to an Elm and two hickories in said line thence N. 6 W. 105 poles to three Elms thence N. 30 E. 123 poles to a Stake in a prairie thence S. 60. E. 160 to the beginning containing one hundred acres Second tract is bounded as follows Beginning at a Stake in a prairie at the Northern corner of James Galloways Survey No 7734 thence with the Northern line of said Survey S. 60 E. 168 poles to two white oaks and a hickory the eastern corner of said Survey thence N. 45 W. 176 poles to a Stake thence S. 30. W. 48 poles to the beginning containing Twenty five acres of land more or less Also the three fifths held by the said Roger Moodie by title bond and duly paid for which the heirs have neglected to take a deed part of Survey No 6316 bounded as follows to wit beginning at two white oaks and a hickory Eastern corner to a tract of one hundred acres formerly sold by James Galloway to Roger Moodie thence S. 60 E. 60 poles to a Hickory and bur oak corner to a lot of 104 acres owned by James Galloway and from the beginning with said Moodies former line S. 56. W. to the corner of a lot of 100 acres sold by James Galloway to John and Henry Moodie thence with their line South 84 E. for quantity containing fifty acres Your petitioner further shows that the said land is now owned by George Moodie John Jenkins and Betsy his wife formerly Betsy Moodie Henry Moodie Elias Moodie and Polly Moodie an Idiot who has for her Guardian on John Cassil heirs of the said Roger Moodie and John Cassil who holds by purchase the shares of John Moodie and William Moodie the only remaining heirs of your petitioners late husband whom your petitioner makes defendants to this her bill. The prayer of your petitioner therefore is that by order of this Court in pursuance of the Statute down may be assigned to your petitioner in the premises aforesaid and your petitioner as in duty bound &c by W G Lamme her Atty

And afterwards to wit on the 27. day of October 1839 the following writ of Subpoena issued to wit The State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon John Cassil Henry Moodie Elias Moodie George Moodie John Jenkins and Betsy his wife John Cassil Guardian of Polly Moodie to be and appear before the Judges of the Court of Common Pleas of said County on the 31st instant to answer the matters and charges set forth in a bill in Chancery exhibited against them by Clarissa Moodie and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ (Seal) Witness James H Lee Clerk of said Court this 27th day of Oct. 1839 James H Lee Clerk

And on the first day of Nov. 1839 the Sheriff returned said writ in the words and figures following to wit Served by delivering a certified copy to each defendant or after Jenkins and wife they not found R Clark Sheriff

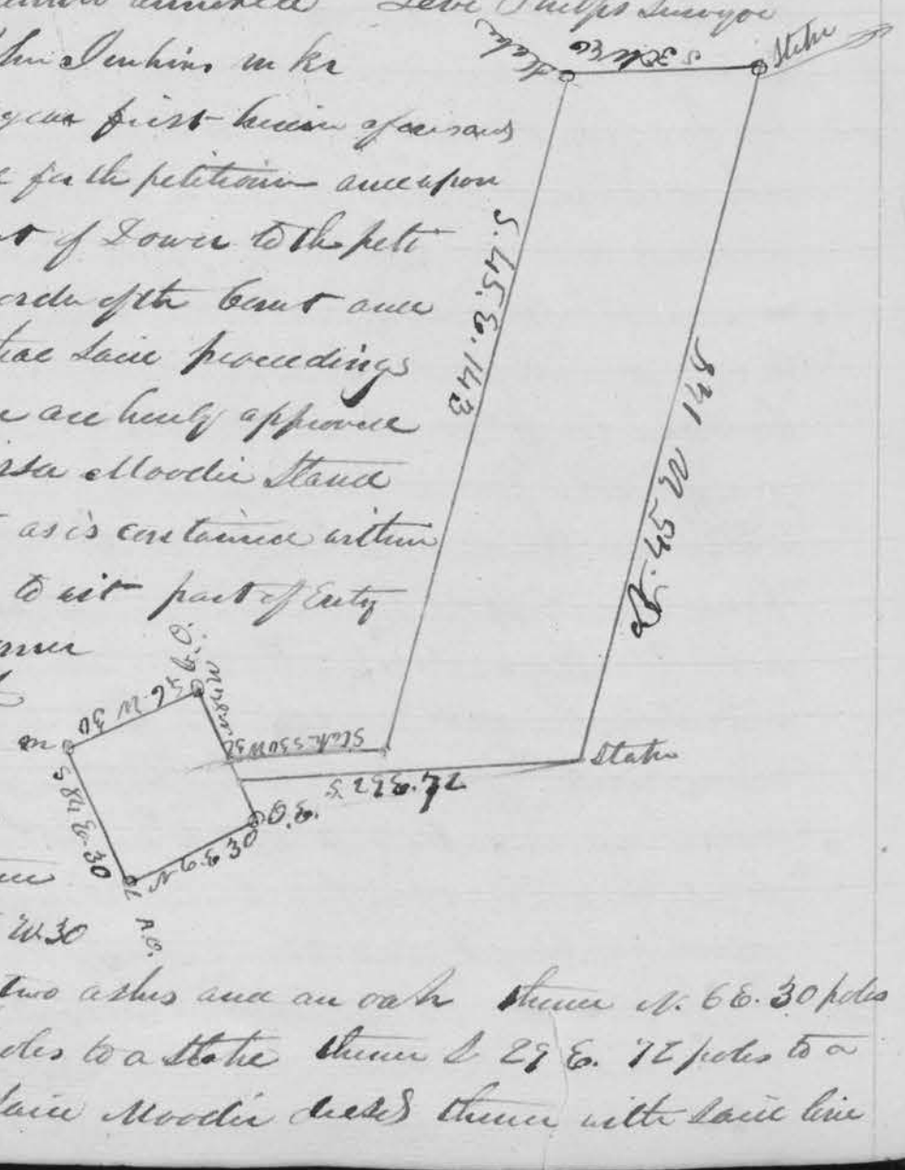
And afterwards to wit on the 11th day May 1840 the following other writ of Subpoena was issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon George Moodie John Cassil Henry Moodie Elias Moodie John Jenkins and Betsy his wife and John Cassil Guardian of Polly Moodie to be and appear before the Judges of the Court of Common Pleas of said County at the Court house in said County on the 19th instant to answer the matters charges

set forth in a bill in chancery exhibited against them by Clarissa Moodie and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ
(Seal) Witness James H. Gill Clerk of said Court this 11th day of May 1840 Jas H Gill Clerk
returned May 16. 1840 as follows to wit Served by delivering a certified copy to John Hankins and Betsey his wife the other defendants have been heretofore summoned R. Blackstiff
And afterwards to wit on the 6th day of October 1840. This cause came on to be heard upon the petition and on motion to the Court by Mr Laurence Counsel for petitioner. It is ordered that said petitioner be endowed of one full equal third part of the lands in the petition described and it is further ordered that a writ issue to the Sheriff of the County of Union commanding him that by the oaths of three Judicious disinterested men of the vicinity who are not of Kin to either of said parties he cause said dower to be set off and assigned to the said petitioner according to the Statute in such case made and provided
And afterwards to wit on the 2nd day of March 1841 the following writ is issued to the Sheriff of Union County to wit The State of Ohio Union County ss to the Sheriff of said County Greeting
We command you that without delay you by the oaths of three Judicious disinterested men of the vicinity who are not of Kin to either of said parties cause Clarissa Moodie widow of Rogers Moodie late of Union County deced to be endowed of one full third part of the following real Estate situate in the County of Union of said County part of Entry No 7734 beginning at two white oaks and a hickory easterly corner to A. Alexanders Survey No 6543 & corner of Appleby and Stubblefields Survey No 6316 running with said Appleby & Stubblefields S. 56 W. 135 poles to an Elm & two Sugar trees Hickories in said line thence N 6 W. 105 poles to three poles Elms thence N. 30 E. 123 poles to a Stake in a prairie thence S. 60. E. 160 poles to the beginning containing one hundred acres. and the following Beginning at a Stake in a prairie at the Northern corner of James Galloways Survey No 7734 thence with the northerly line of said Survey South 60 E. 168 poles to two white oaks and a hickory the easterly corner of said Survey thence N. 45 West 174 poles to a Stake thence S. 30 West 48 poles to the beginning containing 25 acres
Also the following part of Survey No 6316 beginning at 2 white oaks and a hickory easterly corner to a tract of one hundred acres formerly sold by James Galloway to Rogers Moodie thence S. 60 E. 60 poles to a hickory and two oaks corner to a lot of 10 acres owned by James Galloway and from the beginning with Moodies former line S 56. W. to the corner of 100 acres sold by James Galloway to John & Henry Moodie thence with their line S. 84 E. for quantity containing fifty acres And that you proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for said County of Union on the first day of next Term together with this writ (Seal) Witness James H. Gill Clerk of the Court of Common Pleas in and for said County at Marysville this second day of March 1841 James H Gill Clerk
And afterwards to wit on the 12th day of April A.D. 1841 The Sheriff returned said writ as follows to wit By the oath of Norman Chipman David Burnham and Andrew Keyes three Judicious disinterested men of the vicinity who are not of Kin to either of the parties I have caused to be set off and assigned to the within named Clarissa Moodie as her Dower & State so much of the real Estate within described as is contained within the following boundaries to wit beginning at a Stake Northeast corner to the lands belonging to said Estate on the margin of a County road known as the caading machine road thence with said road S. 30 W. 40 poles to a Stake on the margin of said Road thence S. 45 E. 143 poles to a Stake thence S. 30 W. 32 poles thence N. 86 W 16 poles to a Bur oak thence S 6 W 30 poles to a maple thence S. 86 E. 30 poles to 2 ashes and an oak thence N. 6 E. 30 poles to an oak & Elms thence N. 86 W 10 poles to a Stake thence S 21 E. 72 poles to a Stake in the north line of the Estate of said Moodie deceased thence with said line N. 45 W. 148 poles to the beginning W W Slate Sheriff
Commissioners Report Roads as follows to wit We the commissioners in this case called on by W. W. Slate Sheriff of Union County to assign dower to Clarissa widow of Rogers Moodie late of Union County deced in the following real Estate situate in the County of County of Union aforesaid to wit part of Survey Entry No 7734 beginning at 2 white oaks and a Hickory easterly corner to A. Alexanders Survey No 6543 and corner of Appleby and Stubblefields Survey No 6316 running with said Appleby & Stubblefields line S. 56. W. 135 poles

to an Elm and 2 Hickories in said line thence N. 6 W. 105 poles to 3 Elms thence N. 30 E. 12.3/poles to a Stake in a prairie thence S. 60 E. 160 poles to the beginning containing 100 acres and the following beginning at a Stake in a prairie at the Northern corner of James Galloways Survey No 7734 thence with the northerly line of said Survey South 60 E. 168 poles to 2 white oaks & a hickory the easterly corner of said Survey thence N 45 W. 174 poles to a Stake thence S. 30 W 48 poles to the beginning containing 25 acres— Also the following part of Survey N 6316 beginning at 2 white oaks & a hickory easterly corner to a tract of one hundred acres formerly sold by James Galloway to Roger Moodie thence S. 60 E. 60 poles to a hickory and Beech corner to a lot of 100 acres owned by James Galloway and from the beginning with Moodies former line S. 56 W. to the corner of a lot of 100 acres sold by James Galloway to John and Henry Moodie thence with their line S. 84 E. for quantity containing containing fifty acres. After being duly sworn upon actual view of the premises do assign to the said Clarissa Moodie for her dower Estate so much of said lands as is contained in the following boundaries (viz) beginning at a Stake North west corner to lands belonging to said Estate on the margin of a County Road known as the Gin ding machine Road thence with said Road S. 30 W. 40 poles to a Stake on the margin of said Road thence S. 45 E. 143 poles to a Stake thence S. 30 W. 32 poles thence N. 84 W. 16 poles to a Beech thence S. 6 W 30 poles to a maple thence S. 84 E. 30 poles to 2 ashes and an oak thence N. 6 E. 30 poles to an oak and Elm thence N. 84 W poles to a Stake thence S. 29 E. 72 poles to a Stake in the north line of the estate of said Moodie dec'd, thence with said line N. 45. W 148 poles to the beginning all of which is represented on the plat of the Surveyor hereunto annexed. Given under our hands this 10th day of April A.D. 1841

N. Chapman
A Reyes
D. Burnham
Commissioners

Surveyors Report reads in the words and figures following to wit In pursuance to an order from the Court of Common Pleas of Union County & under the direction of Davis Burnham Andrew Reyes & Norman Chipman appraisers I proceeded to set off and apart to Clarissa Moodie widow of the late Roger Moodie, one third of the real estate of her said deceased Husband to wit Beginning at a Stake North west corner to the lands belonging to said Estate on the margin of a County Road known as the Gin ding machine Road thence with said road S. 30 W. 40 poles to a Stake on the margin of said Road thence S. 45 E. 143 poles to a Stake thence S. 30 W. 32 poles thence N. 84 W. 16 poles to a Beech thence S. 6 W. 30 poles to a maple thence S. 84 E. 30 poles to two ashes and an Oak thence N. 6 E. 30 poles to an oak and Elm thence N 84 W 10 poles to a Stake thence S 29 E. 72 poles to a Stake in the north line of the Estate of said Moodie dec'd thence with said line N. 45 W 148 poles to the beginning all of which is Represented on the plat hereunto annexed Levi Phelps Surveyor



Davies M. King & Alexr R Smith Esqrs. John Jenkins in the And after counsel to act on the same day came your first mentioned appraisers and motions to the Court by Mr Lawrence counsel for the petitioner and upon producings of the Sheriff and the assessment of Dower to the petitioner by him made in pursuance of a former order of the Court and the same being examined It is ordered that said proceedings and assessment of Dower be and the same are hereby approved and confirmed. And that the said Clarissa Moodie stand Endowed of so much of said real Estate as is contained within said Assignment and bounded as follows to wit part of Entry No 7734 Beginning at a Stake northwest corner to the lands belonging to said Estate on the Margin of a County Road known as the Gin ding Machine road thence with said Road South ~~15. E 143~~ 30 W. 32 poles thence N. 84 W 16 poles to a Beech thence S. 6 W 30 poles to a maple thence S. 84 E. 30 poles to two ashes and an oak thence N. 6 E. 30 poles to an oak and Elm thence N. 84 W 10 poles to a Stake thence S 29 E. 72 poles to a Stake in the north line of the Estate of said Moodie dec'd thence with said line

N. 45 W. 148/poles to the beginning containing [illegible] and the remaining two thirds by the defendants are in default thereof

James H. Lee Clk

Levi Phelps
vs
Laurence Ashton
and others

Pleas before his Honor Joseph R. Lane Esqr President and John Cassil Nicholas Hathaway and Silas G. Young his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourth Monday of April in the year of our Lord one thousand eight hundred and forty one Present remembered that heretofore Court on the 20th day of May 1840 the Complainant by W. G. Lawrence Esqr his attorney filed the following bill in Chancery in the office of the Clerk of this Court to wit

To the Honorable the Judges of the Court of Common Pleas for the County of Union when Chancery sitting Humbly complaining showeth unto your Honors your orator Levi Phelps a citizen of said County that on the 13th day of Febuary 1813 there issued to the Heirs of the late Captain Benjamin of Virginia namely to Wm. F. Gymes Benjamin Gymes George N. Gymes & Martha C. Gymes and unto Abraham B. Hoge & Wm. F. Hoge children of Lucy F. Hoge before that time dead three several patents for lands lying in this County from the United States. That in the year 1828 there three several tracts of land were sold at tax sales and described as Survys Nos 4404 & 4405 & 4404 in this County That James A. Curry purchased Survey No 4405 Further that of the Heirs & legal Representatives aforesaid there still lives Martha C. Gymes now by marriage with John Stewart Martha C. Stewart and George N. Gymes 3d Abraham B. Hoge who is entitled to the interest of his brother Wm F. Hoge who died without issue 4th Wm H. Gymes died in 1828 leaving Jane C. his widow and Virginia Washington his eldest daughter formerly Virginia Gymes but intermarried with Henry Washington and the following children who are still minors Richard M Gymes Wm F. Gymes Benjamin F. Gymes and Thomas J Gymes. 5th Benjamin Gymes a patentee also died in the year 1839 leaving Louisa Gymes since married to Edgar Snowden Washington L. C. Gymes John Jane B. Gymes and Eliana the three last named being minors his Heirs and the wards of the said John Stewart. all of whom your orator prays may be made defendants to this bill and who reside in King George County Virginia And your orator further charges that on the 7th June 1832 said Abraham B. Hoge and Wm F. Hoge and George N. Gymes patentees as aforesaid and who were entitled to two third of said lands did over their hands and seals authorize and empower one Laurence Ashton of Carroll County Kentucky whom your orator prays may be made a like defendant to this bill to redeem by Law or otherwise compromise and raise from off said land the incumbrance caused by the tax sales aforesaid, at said Ashtons own proper costs and charges and in consideration thereof bound themselves to abide by and satisfy any contract or compromise he said Ashton might make for that purpose and convey to him by a proper conveyance the one third part of their interest in said lands when so redeemed or otherwise raised And for this purpose said Ashton was appointed agent by the other adult heirs in their proper persons and by the Guardians of the minors aforesaid and your orator further charges that in due season the said Ashton did redeem or otherwise compromise for and raise and obtain from said lands all the tax encumbrances aforesaid that is from James A. Curry the tax claim on Survey No 4405 & from Silas G. Young the same on Survey Nos 4405 & from Mordecai Bonham the same on Survey No 4404 Your orator further charges that on the 19th day of February 1833 interchanged a written agreement over his hand and seal for one half his interest in Survey No 4405 which is hereby made a part of this bill Marked "A." and by which the said Ashton was to have long since conveyed to your orator for the sum of $100. the payment of which by your orator was made and enabled said Ashton to redeem said lands from their encumbrances aforesaid. Your orator further charges that some time in the last year said defendant combining

with one Lewallyn Gwynne of Hamilton County this State and fraudulently intending to cheat and defraud your orator in that behalf conveyed & pretended to convey the whole of his interest in said lands to said Gwynne whom your orator makes a like defendant. Your orator charges this sale to have been fraudulent and for iniquitous purposes and contrary to Equity. He tender consideration therefor and in as much as your orator is wholly remediless at law and can only be relieved in this Court where matters of this kind are justly and exclusively cognizable. Your orator therefore prays that defendant severally may be compelled to answer all and singular the allegations of this bill as particularly as tho they were here separately interrogated upon the several charges and especially that the said Gwynne discover to this Court for what consideration really paid he obtained said conveyance and the Ashton answer and show if he has claimed his Deed from said Heirs or either of them according to his said contract with them and that on the final hearing of this cause your Honors would order and decree a performance of said contract by said parties or such of them as may be found to hold the title to your orator. and that your Honors would grant your orator all such further relief such as equity and good conscience may require and as in duty bound your orator will ever pray &c By W.C. Lawrence his Sol

Papers marked A. read in the words and figures following viz- Whereas Laurence Ashton some time in the year 1832 became agent for the Heirs of Benjamin Gymes late of King George County Virginia and as will appear by an article of agreement made between the Heirs of said Benjamin Gymes and said Lawrence Ashton the said Ashton was ordered the lands belonging to the said Heirs of Benjamin Gymes and Thomas Mc James A. Curry of Union County Ohio bought a certain part of the lands belonging to said Heirs for the taxes and has relinquished his claim to said Ashton it is thereupon agreed between Levi Phelps & said Ashton that said Phelps shall have one half of the one third part of the lands which said Curry has relinquished to said Ashton on the following conditions. said Phelps is to pay said Ashton one hundred dollars in the manner following viz said Phelps is to pay the taxes on Survey No 1394 of 1110 2/3 acres charged to Durias Markley also the taxes on Survey No 4405 which said Taxes are to be paid in the year 1833 the balance to be paid so soon as the said Ashton can get a division of the lands between him and the said Heirs of Benjamin Gymes. said Phelps agrees to aid said Ashton in dividing and selling said lands relinquished by said James A. Curry to said Laurence Ashton

In witness whereof we have hereunto set our hands & seals this 17th day of February 1833 in presence of Stephen McClain

Laurence Ashton (Seal)
Levi Phelps (Seal)

On the back of which said paper is the following endorsement viz

I do hereby acknowledge that Levi Phelps has this day delivered to me the County Treasurers receipts for the taxes which Mr Phelps was to pay for me on the lands alluded to and described in this Article of agreement viz the tract No 1394 taxed in the name of Markley he paid forty seven dollars ninety three cents & two mills and on No 4405 taxed in the name of Curry or Gymes he paid twenty five dollars Eighty Eight cents and two mills Mr Phelps also paid to Mr James A. Curry ten dollars on my note which Mr Curry held I also acknowledge that Mr Phelps has paid me in cash and in Services as a Surveyor sixteen dollars Eighteen cents & six mills which makes the full amount of the one hundred dollars which Mr Phelps was to pay me for the quantity of Land which I was to let him have as will appear by referring to the agreement on the opposite side of this paper April 26th 1834

Attest B. F. Kelley

Laurence Ashton

Filed January Court on the 6th day of October 1834 came the complainant by his Counsel and produced proof of publication (this answer is exclusive) said proof recites in the words and figures following to wit And afterwards to wit on the same day and year last aforesaid it appearing to the Court that some of the defendants in this cause are non residents of this State it is ordered that notice of the

pendency of this suit together with a summary statement of the object and prayer thereof be published during six consecutive weeks in the Union Star a newspaper published in Marysville and of general circulation in said County of Union. And afterwards to wit on the 6th day of October 1840 came the complainant by his counsel and produced proof of publication and this cause is continued. which said notice of publication reads in the words and figures following to wit State of Ohio Union Common Pleas May

May Term 1840

Levi Phelps
~~Lawrence Ashton~~ as ~~H's Admr~~
The heirs of Benjamin Gaynes
Lawrence Ashton &
Lewallyn M Gwynne

} In Chancery Ordered that notice of the pendency of this suit be published for six consecutive weeks in the Union Star a weekly newspaper published in Marysville in said County with a summary statement of the object and prayer of said petition and the cause is continued — The bill charges that patents for three Surveys U. M. Lands Nos 6406, 6405 & 6404 in said County on the 13th day of February 1813 were issued to William T. Gaynes Benjamin Gaynes George N. Gaynes & Martha C. Gaynes and unto Abraham B. Hoge and Wm F. Hoge. Children of Lucy F. Hoge heirs of said Benjamin Gaynes, That prior to the year 1830 said Surveys were encumbered by tax Sales that on the 7th of June 1832 said Heirs of said Gaynes agreed to convey one third of said lands to one Lawrence Ashton if he redeemed said lands from said Sales: That Ashton did so redeem said lands: That by said agreement the heirs bound themselves to ratify such contracts as Ashton should make in and about the redemption aforesaid: That Ashton shortly afterwards to procure the redemption of a part of said land and to get money for that purpose sold to Complainant one half of his interest in Survey No 6405: That Complainant has paid in full for the same that Ashton redeemed said lands: That some time in the year past Ashton fraudulently conveyed his interest to one Lewallyn M Gwynne of Hamilton Co. Ohio and prays a discovery of the title and Specific performance and partition by W. C. Lawrence his Sol. A. H. Gale Clk of said Court R. McBeathey Editor and publisher of the Union Star a weekly Newspaper published in Marysville Union County Ohio and of general circulation in said County being duly sworn says that the aforesaid notice appeared six weeks successively on the rising of the Court of Common Pleas at the May Term of this Court of which the aforesaid is one taken to and subscribed before me this 8th day of October 1840 Wm H Swan J P. } R McBeathey

And afterwards to wit on the 23d day of March 1841 the defendant Lawrence Ashton files his Answer in the words and figures following to wit. The Separate Answer of Lawrence Ashton to a bill &c in Chancery exhibited against him and others in the Court of Common Pleas for the County of Union by Levi Phelps complt. This Respondt. answering saith that he admits the history of the land title as set forth in complts Bill also the Statement relative to the tax encumbrance. That this Respondent was employed to redeem said land from said tax encumbrance at his own cost for which he was to receive one third of the land so redeemed as stated in complainants bill. He admits further that he did enter into a written agreement with the complainant by which according to his pts ~~ans~~ (he not having the original agreement or a copy thereof) This Respondt was to convey to Sd Phelps one half of his third part of all the said lands he should aid this Respondt in redeeming from the tax incumbrance aforesd This Respondt further admits that said Phelps did aid him in redeeming of James A. Carey from the encumbrance aforesd 922 acres which he supposes will more fully appear by reference to the Auditors & Treasurers books of said County Ohio. To complainants interrogatory whether this Respdt has obtained a deed &c This Respdt would answer that the adult heirs for themselves and John Stewart and Mr Gaynes guardian of Wm F. Gaynes as Guardians for their wards did execute to him what he conceived a sufficient legal paper to authorize him to have the land divided and his part set off which paper he sent to Mr Minor & Mr Lawrence whom he attorneys in the redemption case and whom he considered his friends but what has become of said paper he knows not. As regards the deed which this Respondent executed to Gaynes he saith that he cannot express the deep mortification he feels on account of the unhappy results which have grown out of that act of his which at the time was intended for good. He saith that the various duties of his agencies being laborious and of Expensive he thought he could facilitate his business by Executing a deed

to Guynne in whom he then had the utmost confidence which he supposed could be used by Guynne as a power of atty by which Sd Guynne could settle this Respondents business without being in the least trammelled or embarassed. Now this Respt expressly States that said deed was a voluntary act of his made without any consideration having been by him received and intended to be used only as a power of attorney as is shown by an instrument of writing Executed by us at the same time a copy of which instrument is here filed and marked A. and made part of this answer. After some time had elapsed after the said transaction without the said Guynne having done any thing towards closing the business of this Resp. this Resp to his great astonishment was informed that Guynne had gone to Europe but for what or on what mission this Resp knows not. Says here that this Resp sold to Sd Guynne about 150 acres of land in Hardin County Ohio but as to the title of said land he said Guynne was well advised and had every light on the subject whether it was in this Respondents power to give him and therefore he should not on that account make any pretention to hold the land mentioned in said deed and would be doing great injustice to Levi Phelps who aided this Resp in redeeming that portion of said land which James A. Curry had bought and would be doing equal injustice to Alexander Pollock who aided this Respondent in Redeeming the 411 acres which were purchased at tax Sale by S.G. Strong out of the same land if this Resp's memory serves him. This Resp therefore does most sincerely wish that his deed to Guynne may be set aside and that Levi Phelps and Alexander Pollock may have their portion of the land allotted to them according to the true intent and meaning of their contract with this Respondent and having now fully answered the Complts bill he prays that he may be dismissed from said bill with his reasonable Laurence Ashton

Commonwealth of Ky Carroll County Set. D. H. Harris a Justice of the peace for the County of Carroll in the State of Ky. do certify that Laurence Ashton the Resp in the foregoing answer this day appeared before me in my office and made oath that the statements in said Answer so far as they purport to have been made on his own knowledge are true and so far as they purport to be made on the information of others he believes to be true Given under my hand as Justice aforesd this 17th day of March A.D. 1841 H. Harris J.P. Seal

Commonwealth of Ky Carroll County Set. I Richd P. Butler Clerk of the County Court for the County aforesd do certify that H. Harris whose name is signed to the above certificate is an acting and duly qualified Justice of the peace for said County and that his official acts as such are entitled to full faith and credit and that his said signature is genuine In Testimony whereof I have hereunto subscribed my name and affixed the seal of my office this 17th March 1841 Seal Richd P. Butler Clk by F. Simmons D.C.

Commonwealth of Ky Carroll County Set I H. Harris presiding Justice of the peace for the County aforesaid do certify that Richd P. Butler is the duly qualified and acting Clerk of the County Court of the County aforesd and that F. Simmons is his deputy duly qualified, that their official acts as such are entitled to full faith and credit and that the seal and signature affixed to the within certificate are genuine H. Harris P.J.P.

Exhibit A. marked A. and referred to in the above answer of Laurence Ashton reads in the words and figures following to wit Whereas Laurence Ashton has made a deed to me this day for the undivided interest which he has in the lands patented to the heirs of Captain Benjamin Gaynes as will more fully appear by the papers on file in the Clerks office of the Court of Common Pleas of Union County Ohio and on the Records of said County Now it is understood and agreed between us that the deed is to have the force and effect of a power of attorney and is to be used in that way the consideration named in the deed being merely nominal without a contract passed between the parties in this way. But as the said Ashton on a former occasion sold a certain tract of land in Hardin County Ohio to me the said Guynne as agent for the heirs of George Lewis as will appear by reference to the deed and documents touching the case Now if the said Ashton should fail to make good the sale to Guynne for the land in Hardin and Guynne should lose the land in Hardin then he the said Guynne is authorized to amply pay himself out of the sales of the land which Ashton has conveyed to him by deed bearing even date with this agreement but if Ashton makes good the sale and title to the land sold to Guynne in Hardin then Guynne is to have no claim to the lands in Union

or any part of the proceeds of the Sale Except so much as will remunerate him for the trouble and expenses of Transacting the business in Cincinnati Ohio July 13th 1837. (The instrument of which the above is a true copy was signed by Laurence Ashton and J. M. Gaynne And afterwards to wit on the same day and year first herein aforesaid on motion of the petitioner by Mr Laurence his counsel It is ordered that Otway Curry Esq be appointed Guardian ad litem for Richard M Gaynor Wm. T. Gaynor Benjamin F Gaynor Thomas Gaynor L. C. Gaynor Jane B Gaynor and Elcano Gaynor infant defendants to complainants petition who thereupon accepted said appointment & filed his answer, which reads in the words and figures following to wit The defendants now come and for answer to said bill or so much thereof as they are advised is material for them to answer do say that further than the papers show they know not and submit their case to the Court and pray to be dismissed with their costs by C. Curry Guardian ad litem And afterwards to wit on the same day and year last aforesaid the said complainant by his said atty filed the following Replication to wit and the said Philips comes and says the matters and things set forth in his said bill of complaint are true in substance and the infant and that the matters and things set forth in the answer of the said Laurence Ashton contrary thereto are untrue and there is ready to verify as by the Court shall be ordered By W. C. Lawrence his Sol And afterwards to wit on the same day and year first herein aforesaid Court with fourteenth day of April A.D. 1841 This cause came on to be heard upon the bill, answer of the said Laurence Ashton and the infant defendants by Otway Curry their Guardian ad litem replication and the Exhibits and testimony. The defendants Martha C. Stewart & John Stewart her husband George N. Gaynor Abraham B. Hoge Virginia Washington and Henry Washington her husband and Louisa Snowden and Edgar Snowden her husband & J. M. Gaynor Not failing to appear plead answer a demur to said bill, and was argued by counsel on consideration whereof It is ordered and decreed as follows that defendants Martha C. Stewart and John Stewart her husband George N. Gaynor and Abraham B. Hoge Virginia Washington and Henry Washington her husband and Louisa Snowden and Edgar Snowden her husband within sixty days Execute and deliver to complainant a good and sufficient Deed in fee simple with covenants of general warranty to convey undivided Sixth part of the lands mentioned in complainants said bill to wit Survey No 4465 Virginia Military land and that the said Gaynor within the same time Execute and deliver to complainant a deed of release for any and all right and interest he may hold in the same. and it is further ordered that if the said defendants or either of them shall fail so to convey as aforesaid that this decree shall operate as such conveyance, and it is further ordered that this bill as to the infant defendants be dismissed and that Laurence Ashton pay the costs of this suit taxed at Dollars and cents within Sixty days and in default thereof that execution issue therefor as on judgments at law

Jas. H. Gill Clerk

Mordecai Bonham
vs
The heirs of Benjamin Gaynor and others

Pleas before his Honor Joseph R. Swan Esq President and John Castle Nicholas Hathaway and Silas G. Strong his Associates Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of April in the year of our Lord one thousand eight hundred & forty one Be it remembered that heretofore to wit on the 19th day of May 1840 the complainant by W. C. Lawrence his counsel filed his bill in Chancery in the words and figures following to wit To the Honorable the Judges of the Court of Common Pleas in and for the County of Union then in Chancery sitting. Humbly complaining showeth unto your honors your orator Mordecai Bonham a resident of said County that on the 13th day of February 1813 there issued to the heirs of the late Captain Benjamin [redacted] of Virginia namely to wit J. Gaynor Benjamin Gaynor

George N. Gymes and Martha C. Gymes and unto Abraham B. Hoge and Wm F. Hoge children of Lucy F. Hoge before that time decd three several patents for lands lying in this County from the United State That in the year 1828 these three several tracts of land were sold at Tax Sales and described as Survey Nos 4404 and 4405 and 4406 in this County that your orator purchased at said Sale Survey No 4404 and in due season went into possession of the same and improved and there still lives. Further that of the heirs and legal representatives of said three said Martha C Gymes now by marriage with John Stewart Martha C Stewart and George N. Gymes & Abraham B. Hoge who is entitled to the interest of her brother William F. Hoge who died without issue 4th Wm F. Gymes died in 1828 leaving Jane C his widow and Virginia Washington his eldest daughter formerly Virginia Gymes by marriage with Henry Washington and the following children who are still minors Richard M. Gymes Wm F. Gymes Benjamin F Gymes and Thomas L. Gymes, 5th Benjamin Gymes a patentee also died in the year 1829 leaving Louisa Gymes since married to Edgar Snowden and Washington F C. Gymes, Jane B. Gymes and Eleanor the 3 last named being minors her heirs and are the wards of the said John Stewart, all of whom your orator prays may be made defendants to this bill and who reside in King George County Va. Your orator further charges that on the 7th of June 1832 said Abraham B. Hoge and William F. Hoge and George Gymes patentees as aforesaid and who were entitled to 2/5 of said lands, did their hands and seals authorize and empower one Lawrence Ashton of Carroll County Ky. whom your orator makes a like defendant to this his bill to redeem by law or otherwise compromise and raise from off said lands the encumbrance occasioned by the tax sales aforesaid at said Ashton were proper costs and charges and in consideration thereof bound themselves to abide by and ratify any contract or compromise he said Ashton might make for that purpose and convey to him by proper conveyance the one third part of their interest to said lands when so redeemed or otherwise raised. And for this purpose said Ashton was appointed agent by the three adult heirs in their proper person and the Guardian of the minors aforesaid. Your orator further charges that in due season said Ashton did redeem or otherwise compromise for and raise and obtain from said lands all the tax encumbrances aforesaid, That is from James A. Cuny the tax claim on Survey No 4405 from J. G. Strong the same on Surveys Nos 4405 & 4404 and in September 1832 entered into an agreement with your orator for his interest in said Survey 4404 of 1333 1/3 which said agreement is herewith filed marked "A" by which it will appear that said Ashton for and in consideration of your orator agreeing to relinquish his right to said 1333 1/3 said Ashton bound himself to convey to your orator 146 acres in fee simple a part of said Survey and described as follows Beginning at a Ash Beech and Red oak the north line of said Survey thence S. 80 W. 156 poles crossing the Creek at 120 poles to a white oak thence S. 25 W. 202 poles to a State station two hickories thence S. 65 E. 80 poles to two small sugar trees and ash thence N. 25 170 poles to a State on the N. E. Bank of the Creek station a Swamp Beech and sugar tree thence N. 80 E. 96 poles to a State near a dog wood and Red Elm in marsh line thence with that line N. 11 W. 69 poles to the beginning said agreement further shows that your orator was to release to said Ashton so soon as said Ashton conveyed to your orator aforesaid in two years thereafter your orator was to pay to said Ashton the sum of 70$ Your orator has charges that he has repeatedly proposed to release to said Ashton as proposed in said agreement and requested him to convey to your orator as by said Articles he ought And said release is herewith filed for him but that the said Ashton has [redacted] acquired habits of negligence even to a distance and still neglects and refuses. Your orator further charges that at at sundry times he has advanced for and loaned money to said Ashton when he was in need to the amount of 100.$ a part of which and so much as was necessary was to be applyed to the payment of said 70$ so the same has been fully paid. Your orator further charges that his home and labor on said land has been and expended on said land and his improvements made under the contract an in balance less than 100.$ and your orator has charges explicitly that at County of Hamilton and on the 13th day of July in the year 1839 said Ashton combining with one Franklin M. Gwynne of that place (who is hereby made defendant also) and contriving and wickedly intending to defraud your orator in that behalf sold or pretended to sell and convey to said Gwynne his entire interest in said 4000 acres of land but says that it was so like to said Gwynne as to verbally assume to your orator his rights, if so it may be right but it don't look pretty and as to these things at this [illegible]

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in answering. Your orator further charges that the said Hoge and George N. Gymer also executed to said Ashton a separate agreement binding themselves to convey to said Ashton their interest in the one third part of said lands and about that said Ashton has frequently said and told your orator that they had done so. But here your orator knows not the truth. Your orator charges that these things so form the doings of Defendants are concerned are iniquitous unjust and contrary to equity and good conscience and tend manifestly to the injury of your orator. In tender consideration whereof and in as much as your orator is remediless by the forms of law and can only be relieved in this Court where matters of this kind are alone cognizable. Your orator prays that said defendants may be compelled to answer particularly the allegations of this bill and especially that the surviving Hoge and George N. Gymer may answer and discover to this Court when the legal title to said Ashtons part is, whether they have conveyed to him, and that said Ashton may answer the same. Your orator therefore prays that on the final hearing of this case. That said defendants or such of them as now holds the legal title to the part so sold to your orator as aforesaid may be compelled to convey and release to your orator and that as to the other and three defendants your honors would grant perfection of the same in such manner that your orator may hold his in severalty and that your orator may obtain such further relief in the premises as equity and good conscience may require and as in duty bound he will ever pray and so forth. By Mc Lawrence his Sol

Vouches A reads in the words and figures following to wit Memorandum of an agreement made and entered into this 20th day of September 1832 between Mordecai Bingham of Union County State of Ohio of the one part and Laurence Ashton of the County of Fayette and State of Virginia of the other part witnesseth that whereas the said Mordecai Bingham did on the second monday in December 1828 purchase at public sale in the Town of Marysville the County seat of Union County in the State of Ohio a certain tract of land which was sold by the Auditor of Union County as the property of Benjamin Gymer or his heirs for the taxes then due it is agreed between Mordecai Bingham and Laurence Ashton that the said Ashton shall make a good and sufficient deed to said Bingham for the land, that the said Bingham now lives on containing one hundred and forty four acres on Millcreek in Union County Ohio being part of Survey No 4604 entered in the name of Benjamin Gymer and bounded as follows to wit Beginning at two Ash Beech and Red oak in the original North line of the Survey running thence South 80° West 156 poles crossing the creek at 120 poles to a White oak thence South 25 West 202 poles to a State witness chestnut thence South 65° East 80 poles to two Small Sugar trees and an Ash thence North 25° East 170 poles to a State on the north east bank of the Creek witness a Sycamore and Sugar tree thence thence North 81 East 116 poles to a State near a dog wood and Red Elm in Masties line thence with that line North 11 West 69 poles to the beginning containing 146 acres and when said Ashton Executes the Deed as agreed to on his part then the said Bingham agrees to convey by Deed to said Ashton all the right and title that he has in and to the thirteen hundred and thirty three and two thirds acres except the 146 acres ~~above agreed to~~ described above which are taxed in the name of Benjamin Gymer & his heirs and sold as delinquent and described in the deed and certificate Executed by the Auditor of Union County Ohio to the said Bingham and said Bingham further agrees to pay said Ashton Seventy Dollars in two years after said Ashton Executes the deed for the 146 acres as above agreed to, it is understood between the parties the said Ashton is to have full and ample time to settle his agencies with the heirs of Gymer and to Execute the deed to Bingham, The interlineation of the words and figures Excepting the one hundred and forty four acres described above were interlined between the lines twenty eight and nine before the signing and sealing of this agreement in witness whereof the parties have hereunto set their hands and seals the date first above written

Attest William Gladhill John W. Edgar Samuel Carter

Mordecai Bingham [Seal]
Laurence Ashton [Seal]

And afterward to wit on the 19th day of May 1840 Appearing to the Court that some of the Defendants in this case are non residents of this State It is ordered that notice of the pendency of this suit together with a Summary Statement of the object and prayer thereof be published during six consecutive weeks in the Union Star a news paper published in Marysville and of General circulation in said County of Union

And afterwards to wit on the 6th day of October 1840 came the Complainant by his counsel and produced proof of publication and this cause is continued which said notice together with the proof thereof reads in the words and figures following to wit

Mordecai Bonham
Heirs of Benj. Gaynes & Lewellyn M. Gaynes } In Chancery

On motion and it appearing to the Court that some of the defendants in this case are nonresidents of the State of Ohio. Ordered that notice of the pendency of this suit be published for six consecutive weeks in the Union Star a weekly Newspaper published in Marysville in said County with a Summary Statement of the Object and prayer of said petition and this cause is continued. The bill charges that patents for 3 Surveys V. M. Lands Nos 4404. 4405 & 4406 in said County on the 13th of February 1813 were issued to Wm F. Gaynes Benjamin Gaynes George N. Gaynes and Martree C. Gaynes and Abraham B. Hoge and Wm F. Hoge Heirs of said Benjamin Gaynes that prior to the year 1830 said Surveys were encumbered by tax sales that on the Seventh of June 1832 said heirs of said Gaynes agreed to convey 1-3 of said Lands to one Laurence Ashton if he redeemed said Lands from said Sale. That said Ashton did so redeem said Lands: that by said agreement the heirs bound themselves to ratify such contracts as Ashton should make in and about said redemption. That Ashton shortly afterwards to procure the redemption of Survey No 4404 from complainant agreed to convey 146 acres to complainant out of said Lands by metes and bounds particularly described. That complainant has and is ready to perfect his contract on his part That some time in the year past Ashton fraudulently conveyed his interest in said Lands to one Lewellyn M. Gaynes of Hamilton Co. Ohio and prays discovery of the title Specific performance and patition &c by &c Laurence his Sol. S. H Lee Clerk pro tem of said Court

State of Ohio Union County ss R. M.c Beatty Editor and publisher of the Union Star a Newspaper published in the town of Marysville Union County Ohio and in general circulation in said County being duly Sworn says that the appended notice appeared regularly and weekly in said paper for six weeks subsequent to the rising of the Spring Term of this Court of which the appended is one R M.c Beatty

Sworn to and subscribed before me Oct 8. 1841 Wm H. Trude J.P.

And afterwards to wit on the 29th day of March 1841 The defendant Laurence Ashton files his answer as follows to wit The Separate answer of Laurence Ashton to a bill in Chancery exhibited against himself & others in the Court of Common Pleas of Union County by Mordecai Bonham. This Respondent saving &c for answer to Complainants bill as to much thereof as he is advised is proper or material that he should answer. Saith that he admits the history of the Land title as set forth in Complts bill. Also the Statement relative to the tax Sale and his Complts having purchased the same He also admits the correctness of the contract between the Complainant and this Respt. But this Resp has no recollection of having borrowed of the Complt $100. as stated in his bill. he avers that he received of the Complainant a small horse the price of which he discounted as the Complt has accused this Resp. of not "looking pretty" he would say that in his view this allegation of his is the only thing which now obscures his beauty, but believing him to be an honest man he still indulges the hope that ere long these difficulties will all be removed and that he will again appear in his pristine purity. As regards the deed which this Respt made to L. M. Gaynes he saith he cannot express the deep regret he feels at the results which have followed this act of his which was intended at the time by him for good and was only designed to be used as a power of attorney and should have been used by Gaynes in no other way, As he never paid to this Resp any consideration for the same to the best of this Resps recollection, and the various transactions which we have so often had with each other should have nothing to do with this, This Respt. executed same Deed to Gaynes for the purpose of facilitating his business with which he was then made pressed and not for the purpose of fraud, and as Gaynes has neglected the business of this Respt. and the object of the conveyance has not been answered this Respondent sincerely wishes that the deed may be set aside and that his contract with M. Bonham may be specifically performed. This Resp saith in answer to Complainants interrogatory whether he has received a conveyance of his portion of the lands mentioned in Complainants bill &c. That he has received an instrument of writing Executed by the adult heirs for themselves and by John Stewart and Mrs Gaynes (widow of Wm F. Gaynes) as Guardians for their wards which he considered a sufficient legal paper authorizing him to have the land divided and his part thereof set off which paper he sent to Mr Miner & Mr Laurence his attorneys in the redemption case and whom he considered his friends but what has become of said papers he knows not. And now having fully answered Complainants bill he prays that he may be dismissed from said bill with his costs &c Laurence Ashton

Commonwealth of Ky Carroll County Set. I H. Harris a Justice of the peace for the County of Carroll and State of Ky do certify that Laurence Ashton the Resp in the foregoing answer

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this day appeare before me in my office and made oath that the Statements contained in said answer so far as they purport to be made on his own information are true and that so far as they purport to be made on the information of others he believes to be true Given under my hand as Justice aforesd this 15th day of March A.D. 1841 H. Hamis J.P.C.C.C.C.

Commonwealth of Ky Carroll County Set I Richd P. Butler Clerk of the County Court for the County aforesd do certify that H. Hamis whose name is signed to the above certificate is an acting and duly authorized Justice of the peace for said County and that his official acts as such are entitled to full faith and credit and that said signature is genuine Seal In Testimony whereof I have hereunto subscribed my name and affixed my Seal this 17th day of March A.D. 1841 Richd P. Butler Clk by J. Lemon D.C.

Commonwealth of Ky Carroll County Set. I. H. Hamis Presiding Justice of the peace for the County aforesd do certify that Richd P. Butler whose name is subscribed to the above certificate is the duly qualified and acting Clerk of the County Court for the aforesd County and that J. Lemon is his duly qualified Deputy and that their official acts as such are entitled to full faith and credit and that the Seal and Signature affixed to said certificate are genuine -

Given under my hand as Justice aforesaid this 17th day of March A.D. 1841 H. Hamis J.P.C.C.

And afterwards to wit on the 15th day of April 1841 on motion of the complt by Mr Lawrence his Counsel It is ordered by the Court that Otway Berry Berry Edgar be appointed Guardian ad litem for Richard M Gaymes Wm. F. Gaymes Benjamin F. Gaymes Thomas Gaymes L.C. Gaymes Sarah C. Gaymes Eleanor Gaymes Infant defendants to the complainants petition who thereupon appeared and accepted said appointment and filed his answer which reads in the words and figures following to wit The defendants now come and for answer to said bill or so much thereof as they are advised is material for them to answer to. Say that further than the papers show they know not and submit their case to the Court and pray to be dismissed with their costs by Otway Berry Guardian ad litem

And afterwards to wit on the same day and year last aforesaid. the said Bingham comes and says that the matters and things set forth in his said bill of complaint are true in substance and in fact. And that the matters and things set forth in the answer of the said Laurence Ashton contrary thereto are untrue and that he is ready to make appear as the Court shall be ordered by Mr Lawrence his Atty

And afterwards to wit on the same day and year last hereinaforesaid This cause came on to be heard upon the bill answer of the said Laurence Ashton and of the infant defendants by Otway Berry Berry their Guardian ad litem Replication and the Exhibits and testimony the defendants Martha C. Stewart and John Stewart her husband) George M. Gaymes Abraham B. Hoge Virginia Washington and Henry Washington her Husband Louisa Snowden and Edgar Snowden her husband and R. M. Gaymes Still failing to appear plead answer or demur to said bill, And was argued by Counsel on consideration whereof it is ordered and decreed as follows That the defendants Martha C. Stewart and John Stewart her husband George M. Gaymes Abraham B. Hoge Virginia Washington and Henry Washington her husband and Louisa Snowden and Edgar Snowden her husband each in proportion to their interest within Sixty days execute and deliver to complainant a good and sufficient deed with covenants of general warranty for the lands in the said bill mentioned and that the said Gaymes within the same time execute and deliver to complainant a deed of release for any and all right and interest he may have in the same and it is further ordered that if said Defendants or either of them shall fail so to convey to complainant as aforesaid, that this decree shall operate as such conveyance And it is further ordered and adjudged that complainant hold possess and enjoy the premises in his bill described in severalty not as tenant in common with any all or either of said defendants to complainants said bill of complaint, And it is further ordered that Laurence Ashton pay the costs of this cause taxed at

Dollars and within Sixty days and in default thereof that Execution issue therefor

Attest James H. Gill Clk

Joshua Mathiott
James L. Ward

Pleas before Hon Isaac Joseph R. Isaacs Esqr President and John Cassil Nicholas Walthaggs Silas Stirling his associate Judges of the Court of Common Pleas begun and holden at the Court house in Marysville in and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand Eight hundred and forty one. Be it remembered that heretofore to wit on the 16th day of November A.D. 1840 the plaintiff by P.B. Cole his atty filed his precipe and affidavit as follows to wit

Joshua Mathiott
James L. Ward } In Replevin Damages 1000$

Issue a writ of Replevin for the following goods and chattels to wit one stack of oats four stacks of hay also a quantity of hay in the barn of Eli Lundy Ten acres of corn in the stack Ten acres of wheat in the ground one yoke of oxen three cows twenty head of hogs sixteen head of sheep and two spring calves. To the Clerk of Union Com. Pleas Nov 14. 1840 P. B. Cole atty

Silas F Strong Agent for the above named Joshua Mathiott makes oath and says that the plaintiff has good right to the possession of the goods & chattels described in the above precipe as his own goods and that the same are wrongfully detained by the said James L. Ward and that the said goods and chattels were not taken in execution on any Judgment against the said Joshua Mathiott nor for the payment of any ~~fine~~ tax fine or amercement assessed against him the said plaintiff nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said Plaintiff (signed) Silas F Strong

Sworn to and subscribed before me Nov. 16th 1840 James H. Gill Clerk

And afterwards to wit on the same day and year last aforesaid the following writ issued in the words and figures following to wit The State of Ohio Union County ss To the Sheriff of said County Greeting We command you that without delay you cause to be replevied unto Joshua Mathiott the following goods and chattels to wit one stack of oats four stacks of hay also a quantity of hay in the barn of Eli Lundy Ten acres of corn in the stack ten acres of wheat in the ground one yoke of oxen three cows twenty head of hogs Sixteen head of sheep & two spring calves which James L. Ward wrongfully detains from the said Joshua Mathiott as it is said. And also that you summon the said James L. Ward to appear at the next Term of our Court of Common Pleas within and for said County of Union to answer unto the said Joshua Mathiott for the unlawful detention of the goods and chattels aforesaid. damages one thousand dollars and have you then there this writ (seal) Witness James H. Gill Clerk of said Court at the Court house in Marysville this 16 day of Nov. 1840

Jas. H. Gill Clerk

Said writ was returned Nov. 17. 1840 served the within by taking bond in $600 & delivering property to plaintiff Nov. 17. 1840 Wm Hale Sheriff

Said bond made in the words and figures following to wit. Know all men by these presents that we Joshua Mathiott & Silas F. Strong his atty in fact Silas F. Strong of Union County State of Ohio are held and firmly bound unto James L. Ward in the penal sum of Four hundred and ninety dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and Administrators sealed with our seals and dated this 16th day of Nov. A.D. 1840

The condition of the above bond is such that whereas the said Joshua Mathiott on the 16th day of November A.D. 1840 sued out of the Court of Common Pleas of Union County a writ of Replevin against the

said James L. Ward for the following goods towit 1 Stack of oats 4 Stacks of hay a quantity of hay in the barn 10 acres of corn in shock 10 acres of fodder on the ground 14 head of cows 3 cows 20 head of hogs 16 head of sheep and which said suit is returned at the next Term of the said Court Now if the said S. Mathiott shall appear at the next Term of said Court and prosecute his said suit to effect. and pay all costs and damages which shall be awarded against them then this obligation will be void otherwise remain in full force and virtue

Joshua Mathiott (Seal)
by S.G. Stump in fact
Silas G. Stump (Seal)
Robson L. Brown (Seal)

And afterwards to wit on the 5 day of May 1860 The Plaintiff by his atty filed his Declaration in the words and figures following to wit Joshua Mathiott complains of James L. Ward in a plea of Replevin for that the said James L. Ward on the 14th day of November A.D. 1860 at the County aforesaid was possessed of certain goods and chattels of the said Joshua Mathiott to wit one Stack of hay oats four Stacks of hay also a quantity of hay in the barn of Eli Lundy. Ten acres of corn in the Stack ten acres of wheat on the ground on the farm thereon two hundred of hogs sixteen head of sheep & two Spring colts to be delivered to the said Joshua Mathiott when the said James L. Ward should be thereto afterwards requested Yet the said James L. Ward though requested so to do has not delivered the said goods & chattels nor any part thereof to the said Joshua Mathiott and to the said James L. Ward wrongfully detains the same from the said Joshua Mathiott to his damage one thousand dollars and therefore he sues / By D. B. Cole his Attorney

And afterwards to wit on the 27th day of July 1860 The defendant by W. C. Lamme his Atty filed his plea in the words and figures following to wit And the said James comes and defends &c and says that he does not detain the goods and chattels Specified in the declaration in manner and form as therein alleged and of this he puts himself upon the country and the said Plff doth the like / By W. C. Lamme his Atty The plaintiff should notice that defendant will insist and prove on this trial that he did and ought to hold the said goods in the declaration mentioned by virtue of a levy made by defendant as Sheriff of the County of Union on an Execution issued from the Court of Common Pleas of the County aforesaid on a Judgment said to be of Record in said Court in favor of Rankin Clarke against Eli Lundy and others, said goods were levied as the property of Eli Lundy to satisfy said Judgment and in obedience to the Command of said writ / By W. C. Lamme

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit John B. Graham J.M. Ewing William Conklin Jacob Fairfield William Hays Joseph H. Ricky Henry Goodrich Peter Last A.C. Cummings John Johnson James C. Ogden and Lyle Mitchell who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the hay, corn and oats in the declaration Specified belonged to the defendant and that the residue of the property in the declaration Specified was the property of the Plaintiff. and the said Jury further say that the right of possession to the hay, corn and oats in the said declaration Specified was at the commencement of this suit in the said defendant James L. Ward and they assess the damages of the said James L. Ward by reason of the premises to the sum of Eighty one dollars & seventeen cents

Thereupon it is considered that that the said Defendant recover of the said plaintiff the said sum of $81.17 his damages aforesaid and also his costs in this behalf expended taxed to and that the plaintiff Recover of the Defendant his costs herein expended Taxed at $ Notice of appeal by Defts.

Test James H. Gill Clerk

Joseph Mullin
James L. Ward } Pleas before him James Joseph B. Chew Esqr President and John Cassil Nicholas Hathaway and Silas F. Strong his associates Judges at a County Common Pleas begun and held at the Courthouse in Marysville in and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one - Be it remembered that heretofore to wit on the 14th day of Nov. 1840 the Plaintiff by P. B. Beck his attorney filed the following Precipe and affidavit to wit

Joseph Mullin } In Replevin damages 100$. Issue a writ of Replevin for the
James L. Ward } following goods and chattels to wit one Chesnut sorrel mare one black mare colt and one Rick of hay wheat P. B. Beck Atty for Plff.

To the Clerk of Union Com Pleas Nov. 14. 1840

The above named Joseph Mullin makes oath and says that he has good right to the possession of the goods and chattels described in the above Precipe and that the same are wrongfully detained by the said James L. Ward and that the said goods and chattels were not taken in Execution on any Judgment against the said Joseph Mullin nor for the payment of any tax fine or assessment assessed against him nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said Plff Joseph Mullin

Sworn to and subscribed before me this 14th day of Nov. A.D. 1840 Jas H. Gill Clk

And afterwards to wit on the same day and year last aforesaid the following writ issued to wit The State of Ohio Union County ss To the Sheriff of said County Greeting We command you that without delay you cause to be replevined unto Joseph Mullin the goods and chattels to wit one Chesnut sorrel mare, one black last Spring mare colt + one buck of wheat which James L. Ward wrongfully detains from the said Joseph Mullin as it is said. And also that you Summon the said James L. Ward to appear at the next Term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said Joseph Mullin for the unlawful detention of the goods and chattels aforesaid damages Fifty hundred dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Courthouse in Marysville this 14th day of November A.D. 1840

James H. Gill Clerk

And afterwards on the same day and year last aforesaid the Sheriff returned said writ as follows to wit "Served this writ by taking and delivering property to the Plaintiff and taking bond of Plff. Nov. 13. 1840

W. Sheriff Union County

Said bond reads in the words and figures following to wit

Know all men by these presents that we Joseph Mullin Joseph Kelly and John Irwin are held and firmly bound unto James L. Ward in the penal sum of one hundred ~~dollars~~ and fifty dollars to the payment of which well and truly to be made we jointly and severally bind ourselves our heirs Executors and administrators sealed with our seals and dated this 13th day of November A.D. 1840 The condition of the above obligation is such that whereas the said Joseph Mullin on the 13th day of Nov. 1840 sued out of the Court of Common

Plea of the said County of Union a writ of Replevin against the said James L. Ward for the following goods and chattels to wit 1 Sorrel mare 1 Blanket 1 Rug of wheat and which said writ is returnable at the next Term of our said Court Now if the Now if the said Joseph Mullin shall appear at the next Term of said Court and prosecute his said suit to effect and pay all costs and damages which shall be awarded against him then this Obligation to be void Witness our hands & seals Wm H. Trunk (Seal) Joseph Mullin (Seal) Charles Trunk (Seal)

And afterwards to wit on the 8th day of May 1861 the plaintiff by his said Atty filed his declaration in the words and figures following to wit. Joseph Mullin complains of James L Ward in a plea of Replevin for that whereas the said James L. Ward on the 16th day of November in the year one thousand Eight hundred and sixty at the County of Union aforesaid was possessed of certain goods and chattels of the said Joseph Mullin to wit one Chestnut Sorrel mare one black mare colt and one Rick of wheat to be delivered to the said Joseph Mullin when he the said James L. Ward should be thereto afterwards requested. Yet the said James L. Ward though requested so to do. has not delivered the said goods and chattels nor any part thereof to the said Joseph Mullin and the said James L Ward wrongfully detains the same from the said Joseph Mullin to his damage Two hundred Dollars and thereupon he sues By P.B. Gale his Atty

And afterwards to wit on the 27. day of July A.D. 1861 the Defendant by W.C. Jamison his Atty filed his plea in the words and figures following to wit

And the said James L. Ward comes and defends &c and says that he does not wrongfully detain the goods and chattels specified in the declaration or any part thereof in manner and form as therein alleged and of this he puts himself upon the Country &c and the said Joseph doth the like By W.C. Jamison Atty for Deft.

The said Plaintiff will take notice that Defendant will prove on the trial of this cause in Justification of his right to said property that he as Sheriff of the County of Union by virtue of an Execution to him directed from the Court of Common Pleas of said County and in favor of Rankin Clark against Eli Lundy and others Defts found the same upon the said property in obedience to the command thereof for the satisfaction of said Judgment said to be of Record in the Court aforesaid

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and thereupon came a Jury to wit Robert Graham Joseph Gibson William Hartford John Evans John Lucky James M. Smith John Robinson George Reed Jacob Parthemore Josiah Reed William Warrington & Nicholas Beal who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say That the said James L Ward doth detain the goods and chattels of the said plaintiff in manner and form as the said plaintiff hath complained against him and they assess the damages of the said plaintiff by reason of the premises to one cent. Therefore it is considered that the said Plaintiff recover of the Defendant the said Sum of one cent his damages aforesaid and also his costs in this behalf expended Taxed at $

Attest James F. Gill Clk

J.R. Evans

Lydia D. Gregory
v
Benjamin Lyne

Be it remembered that heretofore to wit 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 third day of November in the year of our Lord one thousand Eight hundred and sixty one Present the Hon Joseph Robinson Esq President and John Cassil Nicholas Hathaway and Silas J Strong his Associate Judges

suit for debt on the 15th day of April 1841 The defendant files the following
Transcript from the docket W. B. Irwin J.P. to wit December 12th 1840

Lydia D. Gregory } In a plea of debt on writ contract, the defendant appeared with
v } proofs the Plaintiff not having notice the case was adjourned
Benjamin Lyon } to the 19th instant at one o'clock P.M. Dec 17. 1840 one o'clock
Int. for Judgment .25 } P.M. Court being opened the parties was called the plaintiff
Bail bond .15 } appeared by her Agent. the defendant in his own person
adjournment .10 } and declared ready for trial. After hearing the allegations
Subpoena .10 } of the parties it is considered that the plaintiff Recover a
Transcript .31 } Judgment against the defendant for thirty dollars and
Judgment against the defendant for costs Dec 20. 1840 defendant gave
notice of an appeal & entered Levi Lyon bail for costs Wm B. Irwin J.P.
March 30 1841 I certify the above to be a correct Transcript of the proceed-
ings in the above case is it stands on my docket Wm. B. Irwin J.P.

In the action of Lydia D. Gregory against Benjamin Lyon I Levi Lyon do ac-
knowledge myself bail for the appellant in the sum of Sixty two 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 costs that have accrued or may accrue in
the Court of Common Pleas Levi Lyon Taken signed and ac-
knowledged before me this 20th day of Dec 1840 William B. Irwin J.P.
and afterwards to wit on the 2nd day of Sept. 1841 the said Plaintiff by
his atty W. C. Laurence esq files his declaration in the words & figures following
to wit Lydia D. Gregory complains of Benjamin Lyon in a plea of assumpsit
for that whereas the said Benjamin Lyon on the 11th day of April 1841 at
the County of Champaign to wit at the County of Union aforesaid made his
certain writing Obligatory and delivered the same to the plaintiff and
thereby promised to pay the plaintiff thirty dollars in the months of June
(meaning the next thereafter) which period has now elapsed and the
said Defendant there and then in consideration of the premises prom-
ised to pay the amount of the said writing to the said Plaintiff ac-
cording to the tenor and effect thereof. And whereas also after the making
the said Defendant on the day and year last aforesaid at the County of
Union aforesaid was indebted to the plaintiff in the further sum of
thirty dollars for the price and value of goods then and there sold and
delivered to Defendant at his request by Plaintiff. And in thirty dollars for
money found to be due from Defendant to plaintiff on an account
then and there stated between them. And whereas the Defendant afterwards on
the first day of July 1841 at the County of Union in consideration of the
premises promised to pay the said several sums of money to the plaintiff
on request. Yet has disregarded his promises and hath not
paid the said several sums of money nor either of them nor any part
thereof to the damage of the plaintiff forty Dollars and therefore
she sues &c By Wm C. Laurence his Attorney
and afterwards to wit on the 3d day of Nov. 1841 The Defendant by M. B. Corwin
his attorney filed the following plea to wit. And the said Benjamin
Lyon by Corwin his Atty comes and defends the wrong & injury when &c
and says that he did not assume and promise in manner and form as
the said Lydia D. Gregory hath above thereof declared against him and
of this he puts himself upon the Country &c The plaintiff by her atty
will take notice that the Defendant on the trial of this cause will
offer evidence to prove & insist that said person mentioned in said
writing in the declaration set forth was so badly diseased that
it was impossible for Defendant to return him to the plaintiff during
the month of June A.D. 1841 and that he died of said disease

with which he was affected at the time the defendant arrested him and that about the expiration of the said month of June 1860 and before Gayon the son and agent of the plaintiff requested this defendant not to bring said suit to the plaintiff but keep him longer and endeavor to save him Costs & Expenses and afterwards to wit on the same day and year first herein aforesaid came the parties by their Attorneys and submit this Cause to the Court and thereupon the Court being fully advised in the premises do assess the damages of the plaintiff at thirty two dollars and forty cents. Therefore it is considered that the said Plaintiff recover of the said defendant the said sum of $32.40 his damages aforesaid and also his costs in this behalf Expended taxed at $

Attest James H. Gill Clerk

J.M. Shaw

Benjamin Thompson
vs
Levi Patrick

Pleas before his honor Joseph B. Shaw Esq President and John Carlile Archelas Gaffney and Silas L. Strong his associates Judges of a Court of Common Pleas began and held at the Court House in the Town of Mayesville in and for the County of Clermont and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 15th day of April 1861 the plaintiff filed the following Transcript to wit January 14th 1861

Benjamin Thompson
vs
Levi Patrick Jr

Suit for plea of debt by damage of twenty five dollars in a case Snap. January 16th Summons issued for defendant to appear with 23d instant at 10 o'clock A.M. which was returned by Madison Dee constable executed on the 20th by reading the following persons attend under subpoena by reading to the plaintiff Adam Fees not to be found $0.25 Loren Tarpening .50 Bushrod Campbell .50 Orrin Hammon .50 Abram Hart .50 Frederick Fathemier .50 Daniel Myers .50 Aaron Doolittle .50 Isaac Thompson .50 Hiram Cruzan .50 Mary Thompson .50 By order of def't Daniel Pitt .50 Henry Crow .50 Ira Patrick .50 Joseph Hyle .50 Ransom Tarpening .50 Albert Lambert .50 Davis Conner .50 Daniel Hyle .50 January 23 1861 10 o'clock A.M. The parties appeared and declared they were ready for trial. After hearing the evidence in the case and the allegations of the parties it is considered there is not sufficient cause of action and the case is dismissed at the costs of the plaintiff. Witness fees by Plaintiff $5.25 by defendant $4.00 deposition $2.27.5 Madison Dee Cons. $1.55 Ransom Tarpenny cons $1.48 Justice fees Securing 19 witnesses $6.76 summons & subps $1.43 Judgment .25 Bail Bond .25 Transcript .81 = Total $17.55.5 January 30 Plaintiff gave notice of appeal and entered Madison Dee as security for costs January 30. 1861 I hereby certify the foregoing to be a correct Transcript from my docket Wm T. Brown J.P.

In the case of Benjamin Thompson against Levi Patrick & Madison Dee I do acknowledge myself bail for the appellant in the sum of fifty 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 costs that have accrued or may accrue in the Court of Common Pleas

Madison Dee (seal)

Taken signed and acknowledged on the 1st day of February 1861 before me William T. Brown Justice of the Peace

And afterwards to wit on the 27th day of September 1861 the plaintiff by W. Gaines his Attorney filed his declaration in the words and figures following to wit

Benjamin Thompson complains of Levi Patrick in a plea of assumpsit for that whereas the defendant on the first day of October 1860 at the County of Clermont in consideration that the said Benjamin Thompson at the request of the said Levi would swap his horse of the value of sixty dollars

to the said Levi for a certain bay mare of him the said Defendant he the said Defendant then and there promised the said Plaintiff that the said mare was then and there sound and the said Plaintiff avers that he confiding in the promises of the said Defendant did afterwards to wit on the day and year last aforesaid at the County aforesaid swap and exchange his horse of the value aforesaid with the said Defendant for the said bay mare. Yet the said Levi Patrick disregarding his said promise thereby denied and defrauded the said Benjamin Thompson in this that the said bay mare was not sound but on the contrary was then and there unsound wholly the mare became and was of no use or value to the said Plaintiff and the the said Plaintiff has been put to great charges & expenses of his time and money in and about the feeding keeping and taking care of the said mare in the whole amounting to a large sum of money to wit twenty five dollars, and also for that whereas the said Defendant on the day and year last aforesaid at the County aforesaid in consideration that the said Plaintiff at the request of the Defendt would swap & exchange of the value of sixty dollars with the said Defendant for a certain bay mare of like value he the said Defendant then and there promised the said Plaintiff that the said mare was then and there sound in contemplation of hard usage, and the said Plaintiff avers that he confiding in the promise of the said Defendant did afterwards to wit on the same day and year last aforesaid at the County aforesaid swap his said horse for the said mare of the Defendant. Yet the said Defendant disregarding his said promise thereby denied and defrauded the said Plaintiff in this that the mare at the time of the making of said promise was not poor in consequence of hard usage but on the contrary was poor in consequence of disease and being unsound when the said mare became and was of no use or value to the plaintiff and he the said Plaintiff has been put to great charges and expenses in keeping feeding and taking care of said mare in the whole amount to twenty five dollars. Also for that whereas the said Defendant was indebted to the plaintiff in the sum of twenty five dollars for the price and value of goods then and there sold and delivered to Defendant at their request and whereas the Defendant afterwards on the 1st day of November 1841 at the County aforesaid promised to pay the said several sums of money to the plaintiff on request. Yet he has disregarded his promise and has not paid the said several sums of money nor any part thereof to the plaintiff & his damage twenty five dollars and therefore brings suit &c by

N. C. Sawyer his att'y

And afterwards to wit on the 1st day of Nov. 1841 the defendant by C. Clay Esq his attorney filed his plea in the words and figures following to wit and the said Levi Patrick comes and defends &c and says that he did not assume and promise in manner and form as the said Benjamin Thompson hath in his declaration complained against him and of this he puts himself upon the country and the said Benjamin Thompson doth the like. And the said Levi Patrick for a further plea the said declaration says that the said Bay mare in the said first count of the said declaration mentioned at the time of making the said supposed promises &c. of him the said Defendant in the said first count mentioned was sound and of this the defendant puts himself upon the country and the said Benjamin Thompson doth the like. And the said Levi Patrick for a further plea the said declaration says that the said Bay mare in the said second count of the said declaration

And the said Levi Patrick for a further Plea to the said declaration says that the said bay mare in the said first-count of the said declaration mentioned at the time of making the said supposed promises &c. of him the said Defendant in the said first-count mentioned was sound and of this the defendant puts himself upon the Country and the said Benjamin Thompson doth the like. And the said Levi Patrick for a further plea the said declaration says that the said Bay mare in the said second count of the said declaration

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defendant in the said second count mentioned was found and was poor in
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the country &c and the said Benjamin Thompson doth the like
and afterwards to wit on the same day and year last herein after pursued by agree
ment of the parties this cause is discontinued at the plaintiffs costs, there-
fore it is considered that the said Plaintiff pay the costs taxed at $
Attest James H. Gill Clerk

James Galloway }
vs }
Ray G. Mase }

Had before his honor Joseph R. Shannon Esqr President and
John Castle Nicholas Galloway and Silas J. Strong his associate
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 third day of November in the year of our Lord one thou-
sand eight hundred and forty one Be it remembered that heretofore
to wit on the 5th day of April A.D. 1841 the Plaintiff by his attorney came into the follow-
ing writ of Summons to wit State of Ohio Union County ss To the Sheriff of said
County Greeting We command you to summon Ray G. Mase to appear on the
first day of next Term before the Judges of our Court of Common Pleas
in and for the County aforesaid at the Court house in said County to answer
unto James Galloway in a plea of assumpsit Damages three hundred
dollars and have you then there this writ (Seal) Witness James H. Gill
Clerk of said Court at the Court house aforesaid this 5th day of April
A.D. 1841
James H. Gill Clerk

Endorsed "Suit brot on note of hand given by defts to Plff for $200. dated
8th day of March 1837 also for money lent paid out & expended had & rec-
eived &c Abbott Galloway attorney for Plaintiff which said writ was
returned and filed April 10. 1841" Served by delivering a Ray G. Mase
a certified copy April 10. 1841 Wm N. Slate Sheriff
And afterwards to wit on the 17. day of April 1841 the Plaintiff by his
said attorney filed his declaration in the words and figures following to wit
State of Ohio Union County Court of Common Pleas of the Term of April 1841
James Galloway complains of Ray G. Mase in a plea of assumpsit for that
whereas the said Ray G. Mase on the 8th day of March 1837 at the County of
Union and State of Ohio made his promissory note in writing and delivered
the same to the said James Galloway &c and thereby promised to pay to
the said James Galloway &c or order two hundred dollars on or before the
25th day of December 1838 which period has now elapsed and the said
Ray G. Mase then and there in consideration of the premises promised to pay
the amount of the said note to the said James Galloway &c according to the
true and effect thereof, And also for that whereas the said Ray G. Mase
on the 8th day of March 1837 at the County and State aforesaid was indebted
to the said James Galloway &c in two hundred dollars for money then and
there lent by the plaintiff to the defendant at his request, and in
two hundred dollars for money then and there paid by the Plaintiff for the
use of the defendant at his request, And in two hundred dollars for money
then and there received by the defendant for the use of the Plaintiff
and in two hundred dollars for money found to be due from the defend-
ant to the Plaintiff on an account then and there stated between them, And
whereas the defendant afterwards on the 1st day of January 1841 in consideration
of the premises then and there promised to pay to the Plaintiff the said
several sums of money on request, Yet he the said defendant his premises
and each of them not paid the said several sums of money nor either of them
nor any part thereof although often requested to the damage of the Plaintiff

three hundred dollars and thereupon he sues by his attorney Abbt. Galloway and afterwards to wit on the same day and year first herein aforesaid comes the Plaintiff by his attorney and the defendant though solemnly called comes not but makes default. And thereupon neither of the parties requesting a jury and the Court being fully advised in the premises do assess the plaintiffs damages at Two hundred and thirty five dollars. Thereupon it is considered that the plaintiff recover of the defendant the said sum of $234.00 his damages aforesaid and also his costs herein expended to which &c

Attest James H. Gill Clerk

James Galloway
v
Andrew S. Alden

Be it remembered that before the Honorable Joseph R. Shaw Esq President and John Cashel Nicholas Galloway and Silas L. Strong his associates Judges of the Court of Common Pleas begun and held at the Court house in the Town of Mansfield within and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand Eight hundred and forty one

Be it remembered that heretofore to wit on the 8th day of April A.D. 1841 the plaintiff by Abbt Galloway Esq his attorney sued out the following writ of summons to wit "State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Andrew S. Alden to appear on the first day of next June before the Judges of our Court of Common Pleas in and for said County aforesaid at the Court house in said County to answer unto James Galloway &c in a plea of assumpsit Damages Six hundred dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 8th day of April A.D. 1841 James H. Gill Clerk" Endorsed "Debt on note of hand given by defendant to plaintiff for four hundred and nine dollars dated June 8th 1840 also for money lent paid out and expended, had and received &c Abbt Galloway Atty for Pltff" which said writ was on the 10 April 1841 the Sheriff returned said writ as follows to wit "Summons by delivering And. S. Alden a certified copy April 10. 1841 Wm. Wallace Shff. And afterwards to wit on the 17th day of April 1841 the Plaintiff by his said Atty filed his declaration in the words and figures following to wit. State of Ohio Union County Court of Common Pleas of the Term of April 1841. James Galloway complains of Andrew S. Alden in a plea of assumpsit for that whereas the said Andrew S. Alden on the 8th day of June 1840 at Xenia to wit at the Town of Marysville Union County Ohio made his promissory note in writing and delivered the same to the said James Galloway and thereby promised to pay to the said James Galloway or order four hundred and nine dollars one day after the date thereof which period has now elapsed and the said Andrew S. Alden then and there during the existence of the premises promised to pay to the said James Galloway the amount of the said note according to the tenor and effect thereof. And also for that whereas the said Andrew S. Alden on the 8th day of June 1840 at Xenia to wit at the town of Marysville in Union County Ohio was indebted to the said James Galloway in four hundred and nine dollars for money then and there lent by the plaintiff to the defendant at his request. And in four hundred and nine dollars for money then and there paid by the plaintiff for the use of the defendant at his request, and in four hundred and nine dollars for money then and there received by the defendant for the use of the Plaintiff. And in four hundred and nine 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 first day of January 1841 in consideration of the premises then and there promised to pay to the plaintiff the said several sums of money on request

Yet the Said hath disregarded his promises and hath not paid the Said several sums of money, nor either of them nor any part thereof, altho often requested to the damage of the Plaintiff Six hundred dollars & therefore he Sues by his Atty. J. Galloway

and afterwards to wit on the Same day and year first herein aforesaid came the Plaintiff by his attorney and the defendant though Solemnly called came not but made default Thereupon motion of the parties requesting a Jury and the Court being fully advised in the premises do assess the Plaintiffs damages at Four hundred and forty three dollars and Seventy five cents. Therefore it is considered that the plaintiff recover of the defendant the said Sum of $443.75 his damages aforesaid and also his costs in this behalf expended

Taxed at $ Notice of appeal by Deft.

Attest James H. Gill Clerk

J. R. Lyman

James Galloway Jr
vs
Thomas Herd

Alias Capias issued from the Court of Common Pleas within and for the County of Union and State of Ohio on the Third day of November in the year of our Lord one thousand eight hundred and forty one.

Be it remembered that heretofore to wit on the 8th day of April 1841 the Plaintiff by Abt. Galloway his attorney caused out the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of said County Greeting. We command you to summon Thomas Herd to appear on the first day of next June term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto James Galloway Jr in a plea of assumpsit damages Two hundred dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 8th day of April A.D. 1841 Test H. Gill Clerk

Endorsement "Sum't Debt on note of hand given by Deft. to Plff. for one hundred dollars dated 30th December 1837 also for money lent, paid out & expended Rec'd & Received of Abt. Galloway Atty for Plaff, Said writ returned April 13. 1841" Served by giving Deft Herd a certified copy W. H. Sterrett Sheriff And afterwards to wit on the 17. day of April 1841 the Plff by his said attorney files his declaration as follows (to wit) State of Ohio Union County Court of Common Pleas of the Term of April 1841. James Galloway Jr complains of Thomas Herd in a plea of assumpsit for that whereas the said Thomas Herd on the 30th day of December 1837 at Kenton to wit at the County of Union, State of Ohio, made his promissory note in writing and delivered the same to the said James Galloway Jr and thereby promised to pay to the said James Galloway Jr or order one hundred dollars with lawful interest from date, one year after the date thereof, which period has long since elapsed & the said Thomas Herd then and there in consideration of the premises promised to pay the amount of the said note together with the lawful interest thereon to the said James Galloway Jr according to the tenor and effect thereof. And also for that whereas the said Thomas Herd on the 30th day of December 1837 at Kenton to wit at the County of Union and State of Ohio was indebted to the said James Galloway Jr in one hundred dollars for money then and there lent by the Plaintiff to the defendant at his request and in one hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request, and in one hundred dollars for money then and received by the defendant for the use of the plaintiff, and in one hundred dollars for money found to be due from the defendant to the plaintiff on a account stated between them, and whereas the defendant afterwards on the first day of January 1841 in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on

request Let he hath disregarded his promise and hath not paid the said several sums of money, nor either of them nor any part thereof although requested, to the damage of the plaintiff Two hundred dollars therefore by his Attorney Allt. Galloway. And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendant though duly called came not but made default And upon motion of the parties requesting it so and the Court being fully advised in the premises do assess the plaintiffs damages at one hundred and thirty three dollars Therefore it is considered that the said Plaintiff recover of the said defendant the said sum of $133. his damages aforesaid and also his costs in this behalf Expended Stayed at &

Attest James H. Gill Clerk

James Galloway Jr
v
James Castle

Be it remembered that heretofore to wit on the 8th day of April 1841 the Plaintiff by Allt Galloway Esq his attorney sued out the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to summon James Castle to appear on the first day of next term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto James Galloway in a plea of assumpsit Damages seven hundred dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid this 8th day of April A.D. 1841 Jas. H. Gill Clerk

Endorsed "Writ to wit note of hand given by deft to plaintiff for $475.10/100 dated January 9. 1838 also for money lent paid out & expended had & received Allt Galloway Said writ returnable April 13. 1841" Served by leaving a certified copy at the residence of James Castle April 12. 1841 W. W. Slate Sheriff. And afterwards to wit on the 17th day of April 1841 the Plaintiff by his said attorney filed his declaration as follows to wit State of Ohio Union County Court of Common Pleas of the Term of April 1841 James Galloway Jr complains of James Castle in a plea of assumpsit for that whereas the said James Castle on the 9th day of January 1838 at the County of Union and State of Ohio made his promissory note in writing in writing and delivered the same to the said James Galloway Jr and thereby promised to pay to the said James Galloway Jr or order Four hundred and seventy five dollars three years after the date thereof with lawful interest from the date thereof which period has now elapsed and the said James Castle then and there in consideration of the premises promised to pay the amount of the said note to the said James Galloway according to the tenor and effect thereof And also for that whereas the said James Castle on the 9th day of January 1839 at the County of Union and State of Ohio was indebted to the said James Galloway in Four hundred and seventy five dollars for money then and there lent by the plaintiff to the defendant at his request and in four hundred and seventy five dollars for money then and there paid by the Plaintiff for the use of the defendant at his request and in Four Hundred and seventy five dollars for money then and there and there received by the defendant for the use of the plaintiff. And in Four Hundred and seventy five 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 on the first day

of January 1841 in consideration of the premises then and there promised to pay the said sum of money to the plaintiff as aforesaid, yet the said sum of money nor either of them nor any part thereof at the aforesaid time or since hath not been paid to the damage of the said Plaintiff Seven hundred dollars and therefore he sues by his Attorney Albt. Galloway and afterwards to wit on the same day and year first herein aforesaid came the Plaintiff by his attorney and the defendant though solemnly called came not but made default, and thereupon with the assent of the parties aforesaid a jury came who upon their oaths do assess the plaintiffs damages at five hundred and eighty three dollars and seventy five cents. Therefore it is considered that the said Plaintiff recover of the said defendant the said sum of $583.75 his damages aforesaid and also his costs herein expended & hereof he

$ Attest Jas H Gill Clerk

J R Shaw

James Galloway Jr
vs
James McElroy

Be it remembered that before his honor Joseph R Shaw Esqr President and the Associate Judges of the 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 third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 5th day of April 1841 the Plaintiff by Albert Galloway Esqr his attorney came into the said Court of Common Pleas of the State of Ohio Union County for the purpose of suing out a writ of Summons against James McElroy to appear on the first day of next June before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto James Galloway Jr in a plea of assumpsit Damages Five hundred dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 5th day of April A.D. 1841 Jas H Gill Clk Endorsed "suit brought on four notes of hand given by Defendt to Plaintiff (viz) two for $50. each and two for $100. each, all dated Dec 4. 1837 also for money lent paid out and expended Costs $2.00 Issued April 5. 1841 Albert Galloway atty for Plaintiff, whereupon writ was returned April 12. 1841 "Served by leaving a certified copy at the residence of James McElroy April 8. 1841 W. Wade Sheriff. And afterwards to wit on the 17th day of April 1841 the Plaintiff by his said Attorney filed the following declaration to wit State of Ohio Union County ss Court of Common Pleas of the Term of April 1841 James Galloway Jr complains of James McElroy in a plea of assumpsit for that whereas the said James McElroy on the 4th day of December 1837 at the County of Union and State of Ohio made his promissory note in writing and delivered the same to the said James Galloway Jr and thereby promised to pay to the said James Galloway Jr or order, Fifty Dollars one day after the date thereof which period has now elapsed and the said James McElroy then and there in consideration of the premises promised to pay to the said James Galloway Jr the amount of the said note according to the tenor and effect thereof. And also for that whereas the said James McElroy on the 4th day of December 1837 at the County and State aforesaid made his certain promissory note in writing and delivered the same to the said James Galloway Jr and thereby promised to pay to the said James Galloway Jr the amount of the said note according to the tenor and effect thereof. And also for that whereas the said James McElroy on the 4th day of December 1837 at the County and State aforesaid made his certain promissory note in writing and delivered the same to the said James Galloway Jr and thereby promised

to pay to the said James Galloway Jr a order one hundred dollars on or before the 25 day of December 1838 (with lawful interest from the date thereof) which period has now elapsed and the said James McElroy then and there in consideration of the premises promised to pay the amount of the said note to the said James Galloway Jr according to the tenor and effect thereof, And also for that whereas the said James McElroy on the 4th day of December 1837 at the County and State aforesaid made his certain other promissory note in writing and delivered the same to the said James Galloway Jr and thereby promised to pay to the said James Galloway Jr or order one hundred dollars on or before the 25th day of December 1838 (with legal interest from the date thereof) which period has now elapsed and the said James McElroy then and there in consideration of the premises promised to pay to the said James Galloway the amount of the said note according to the tenor and effect thereof. And also for that whereas the said James McElroy on the 4th day of December 1837 at the County of Union and State of Ohio was indebted to the said James Galloway Jr in three hundred dollars for money then and there lent by the Plaintiff to the defendant at his request, and in three hundred dollars for money then and paid by the Plaintiff for the use of the defendant at his request. And in three hundred dollars for money then and there received by the defendant for the use of the Plaintiff. And in three hundred dollars for money then and there found to be due from the defendant to the Plaintiff on an account stated between them. And whereas the defendant afterwards on the first day of January 1841 in consideration of the premises then and there promised to pay the said several sums of money to the Plaintiff on request, yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof although requested: To the damage of the said Plaintiff five hundred dollars and therefore he brings this suit by his Attorney A.B.T. Galloway. And afterwards to wit on the same day and year first herein aforesaid came the Plaintiff by his Attorney and the defendant though solemnly called came not but made default, and thereupon on the prayer of the parties requesting a Jury and the Court being fully advised in the premises do assess the Plaintiffs damages at three hundred and sixty nine dollars ~~and~~ Thereupon it is considered that the said Plaintiff recover of the said defendant the said sum of $369.00 his damages aforesaid and also his costs in this behalf expended Taxed at $

Attest James H. Gill Clerk

John Deck
v
Silas Maize
Wm Evans &
Leander Stone

Be it remembered that heretofore to wit on the 24th day of Feb. 1841 the Plaintiff by Otway Berry Esqr his Attorney filed his suit and the following writ of Summons to wit, State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Silas Maize, Wm Evans & Leander Stone to appear on the first day of our next Term before the Judges of our Court of Common Pleas in and for said County at the Court house in said County to answer unto John Deck in a plea of assumpsit Damages Two hundred dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 24 day of Feb. 1841 James H. Gill Clerk. Said writ endorsed as follows Suit brought on a promissory note for one hundred dollars dated June 2nd 1839 payable on or before the first day of April next thereafter to Austin Goodrich & Brown and by him delivered to Plaintiff also for goods sold and delivered, work and labor done money lent and advanced paid laid out and expended had and received and upon an account stated Otway Berry Atty for Plaintiff And afterwards to wit on the same day and year last aforesaid same writ as above

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issued to the Sheriff of Delaware County with the same endorsement, and afterwards on the 24th day of Feb. 1841 the Sheriff of Union County returned said writ in the words and figures following "Served by delivering a copy to Jesse Maize. Wm Evans & Leander Stone not found. W. Wilcutt Sheriff" And afterwards on the 26th day of March 1841 the Sheriff of Delaware County returned said writ in the words and figures following to wit "Served on Leander Stone and William Evans by leaving copies of the within writ at the several places of abode March 8th 1841 Jesse Maize not found in my Bailiwick P. Bunk Sheff D.C." And afterwards to wit on the 20th day of May 1841 the Plaintiff by his said Attorney filed his declaration in the words and figures following to wit Union County ss Court of Common Pleas April Term A.D. 1841 John Dech complains of Jesse Maize Wm Evans and Leander Stone in a plea of assumpsit for that whereas the said Jesse Maize Wm Evans and Leander Stone on the 2nd day of June 1839 at Delaware County to wit at the County of Union made their promissory note in writing and delivered the same to Austin Goodrich and thereby promised to pay to the said Austin Goodrich or bearer one hundred dollars on or before the first day of April next thereafter which period has now elapsed; and the said Austin Goodrich then and there delivered, transferred and assigned the said note to the said John Dech who then became and was and is the lawful bearer thereof. And the said Jesse Maize Wm Evans and Leander Stone in consideration of the premises then promised to pay the amount of the said note to the said John Dech according to the true and effect thereof; Yet the said Jesse Maize Wm Evans and Leander Stone have disregarded their promises and have not nor has either of them paid the said sum of money or any part thereof to the damage of the said John Dech Two hundred dollars. And whereas also the said Jesse Maize Wm Evans and Leander Stone on the 2nd June 1839 at the place specified in the above count were indebted to the said John Dech in the sum of one hundred dollars for the price and value of goods then and there sold and delivered by the Plaintiff to the defendants at their request And in one hundred dollars for the price and value of work and labor then and there done by the plaintiff for the defendants at their request, And in one hundred dollars for money then and there lent and advanced by the Plaintiff to the defendants at their request. And in one hundred dollars for money then and there paid by the plaintiff for the use of the defendants at their request; And in one hundred dollars for money then and there laid out and expended by the Plaintiff for the use of the defendants at their request, and in one hundred dollars for money then and there had and received by the defendants for the use of the Plaintiff, And in one hundred dollars for money found to be due from the defendants to the Plaintiff on a account then and there stated between them And the defendants afterwards on the 10th day of July 1840 in consideration of the premises Respectfully promised the plaintiff to pay to him the said several last mentioned sums of money on request Yet the defendants have disregarded their last mentioned promises and have not nor has either of them paid any of the said several last mentioned sums of money or any part thereof. To the damage of the Plaintiff Two hundred dollars. And therefore he brings his suit &c By Avery Leavy his Attorney And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendants being solemnly called came not but made default. And thereupon on the prayer of the plaintiff a day and the Court being fully advised in the premises do assess the plaintiff damages at one hundred and nine dollars and fifty five cents. Therefore it is considered that the said Plaintiff recover of the said defendants the said sum of $109.55 his damages aforesaid and also his costs in this behalf expended and his &c

Attest James H. Gill Clerk

J.R. Evans

David Parks
v
Moses Mitchell & Wilson Reed

Pleas before his Honor Joseph R. Shaw Esq. President and John Cassil Nicholas Hathaway and Silas G. Strong his associate Judges at a Court of Common Pleas began and held at the Court house in Marysville within and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one-

Be it remembered that heretofore to wit on the 14th day of April 1841 the Plaintiff sued out the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Moses Mitchell and Wilson Reed to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto David Parks in a plea of assumpsit Damages two hundred dollars and have you then there this writ (Seal) Witness James H Gill Clerk of said Court at the Court house aforesaid this 14th day of April A.D. 1841 James H Gill Clerk

Endorsement Suit Bat on a promissory note given by Defts to Plff calling for $144.25 at ten per cent interest due one day after date dated July 8. 1840 also for goods sold and delivered money lent money paid at their request A Hall atty for Plff and on the same day and year last aforesaid the Sheriff returned said writ as follows to wit " Served by delivering a certified copy to each of Defts W Sheriff Sheff And afterwards to wit on the 15th day of April 1841 the Plaintiff by his said Attorney filed his declaration in the words and figures following to wit In Union Com. Pleas to April Term 1841 David Parks complains of Moses Mitchell and Wilson Reed in a plea of assumpsit for that whereas the said Defts on the 8th day of July at said Union County made their certain promissory note in writing and delivered the same to Plaintiff by which the said defendants jointly and severally promised to pay to the Plaintiff or order the sum of one hundred and forty four dollars and twenty five cents one day after the date thereof with Interest at the rate of ten per cent from the date thereof which time has now elapsed and the said defendants though often requested have not paid said sum of money or any part thereof though often requested but have and do wholly neglect and refuse to pay the same to the damage of said Plaintiff two hundred dollars and therefore he sues. And also for that whereas the said defendants were on the first day of April 1841 at the County aforesaid indebted to the Plaintiff for goods sold & money lent by Plff to Defts on request in the further sum of Two hundred dollars. And on the further sum of Two Hundred dollars money found due from Plaintiff to Defts by Plff on settlement then and there made between the parties, And the said defendants promised on the 2nd day of April at the County aforesaid promise then to pay said several sums of money to Plaintiff when thereafter requested so to do But though thereto requested they have wholly neglected to pay the same or any part thereof to the damage of the Plff Two hundred Dollars and therefore he brings Suit

A. Hall Atty for Plaintiff

And afterwards to wit on the same day and year first herein aforesaid came the Plaintiff by his Attorney and the defendant though solemnly called came not but made default. And thereupon on the prayer of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of said Plaintiff at one hundred and sixty three dollars and forty eight cents. Thereupon it is considered that the said Plaintiff recover of the said defendants the said sum of $163.48 his damages and also his costs in this behalf expended taxed at $

Attest James H Gill Clerk

Margaret McKinney
v
Asael Franklin

Pleas before his Honor Joseph R. Shaw Esq President and John Cassil Nicholas Hathaway and Silas G. Strong his Associate Judges at a Court of Common Pleas began and held at the Court house in the Town of Marysville in and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remem-

bond that he will go & not ask the 10th day of June 1841 the Plaintiff by Otway Curry Esq his Atty sued out the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summon Asael Franklin to appear on the first day of next term of our Court of Common Pleas to be holden in & for the County aforesaid at the Court House in said County to answer unto Margaret McBratney in a plea of Debt $200.00 Damages Fifty dollars and have you then there this writ (Seal) Witness Samuel H. Gill Clerk of said Court at the Court House aforesaid this 10th day of June A.D. 1841 Samuel H. Gill Clerk Endorsed " Suit to recover on single bill under seal given by defts to Plff for two hundred and nine dollars dated January 1st 1839 Also for goods sold and delivered money had and received and for money found to be due on account stated & Otway Curry Atty for Plaintiff Said writ was returned the 14th 1841 "Served by outlying copy June 14. 1841 W. W. Stutchell Shff" And afterwards to wit on the 23rd day of Sept. 1841 the Plaintiff by his said Atty filed his declaration as follows to wit Union County ss Court of Common Pleas August Term 1841 Margaret McBratney complains of Asael Franklin in a plea of debt for that whereas the said Asael Franklin on the first day of January A.D. 1839 at the County of Union aforesaid made his certain writing obligatory of that date sealed with his seal and now here to the Court shown and thereby acknowledged himself to owe to the said Margaret McBratney and thereby bound himself to pay to the said Margaret McBratney or order Two hundred and nine dollars on or before the first day of January 1840 one year after the date thereof which period has now elapsed. And also for that whereas the said Asael Franklin on the day of January 1839 at the County of Union aforesaid was indebted to the said Margaret McBratney Two hundred and nine dollars for the price and value of goods thereafter then sold and delivered by the Plaintiff to the Defendant at his request. And in Two hundred and nine dollars for money then and there had and received by the Defendant for the use of the Plaintiff Which said two last mentioned several sums of money were to be respectively paid by the Plaintiff Defendant to the Plaintiff on request Yet the said Asael Franklin hath not paid the said several sums of money or either of them nor any part thereof to the damage of the said Margaret McBratney fifty dollars and thereupon she brings suit &c By Otway Curry her attorney. And afterwards to wit on the same day and year last aforesaid came the Plaintiff by her attorney and the Defendant though solemnly called came not but made default. Whereupon on the prayer of the Plaintiff requesting a Jury and the Court being fully advised in the premises do assess the Plaintiff's damages at one hundred and seventy six dollars and sixty two cents Whereupon it is considered that the said Plaintiff recover of the said Defendant the said sum of $176.62 her damages aforesaid and also her costs in this behalf expended Attest Samuel H. Gill Clerk

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McClaine & Hamilton
vs
Samuel Whaley

Pleas before his Honor Joseph R. Vance Esqr President and John Cassil Nicholas Hatfield and Silas G. Storey his Associate Judges of the Court of Common Pleas begun and held at the Court house in the Town of Marysville in and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one

Be it remembered that heretofore to wit on the same day and year last aforesaid the Plaintiffs by their attorney Otway Curry Esqr filed their declaration in the words and figures following to wit State of Ohio Union County ss Union Common Pleas November Term A.D. 1841. Robert McClaine and James E. Hamilton late Partners under the name and firm of McClaine & Hamilton complain of Samuel Whaley in a plea of Assumpsit for that whereas the said Samuel Whaley on the 11th day of May 1840 at the County of Union aforesaid made his promissory note in writing and delivered the same to the Plaintiffs and thereby promised to pay to the Plaintiffs or order the sum of One hundred and ten dollars and four cents on the day of the date thereof which period has now elapsed. And the said —

Samuel Whelen & Assignee
vs
Samuel Whelen - Case of Appeal from the Court of Common Pleas of Licking County 1845

defendant then and there in consideration of the premises promised to pay the amount of the same note to the said Plaintiffs according to the tenor and effect thereof And also for that whereas the said Samuel Whelen at the said County on the 1st day of August 1841 made his due bill in writing and delivered the same to the said Plffs and thereby promised to pay to the said Plaintiffs the sum of fifty eight dollars and seventy eight cents. ninety days from the date thereof which period has now elapsed. And the said defts. then and there in consideration of the premises promised to pay the amount of the said due bill to said Plffs according to the tenor and effect thereof. Yet the said Samuel Whelen hath disregarded his promises and hath not paid to the Plaintiffs the said sums of money nor any part thereof to the damage of the said Plaintiffs one hundred and seventy eight dollars and fifty nine cents and therefore they sue By Otway Curry their Attorney. And afterwards on the same day and year last aforesaid the defendant filed his plea as follows to wit. And the said Samuel Whelen now at this time in his proper person comes into Court and says that he admits that he owes the Plaintiffs the sum of One hundred and seventy eight dollars and fifty nine cents in manner and form as the plaintiffs in their declaration have above thereof complained against and now prays the Court to enter Judgment against him in favor of the said Plaintiffs for the same without further delay and he releases all errors in said judgment. November 3d 1841 Samuel Whelen

And afterwards to wit on the same day and year first herein aforesaid came the Plaintiffs by their Curry their attorney and filed their declaration against the said defendant. And thereupon the said defendant in his own proper person appeared in open Court and waived the issuing and service of process and acknowledges that he did assume and promise in manner and form as the said Plaintiffs have complained against him, and confessed that the Plaintiffs have sustained damages by reason thereof to one hundred and seventy eight dollars and fifty nine cents. Therefore it is considered that the said Plaintiffs recover of the said defendant the said sum of $178.59 their damages aforesaid and also their costs in this behalf expended taxed at $

Attest James H. Gill Clerk

J. R. Swan

The Clinton Bank of Columbus

vs

John Gabriel Wm Gabriel & Norman Chipman & Reuben P. Mann

And State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one

The State of Ohio Licking County ss. The Judges of the Court of Common Pleas within and for the County of Licking and in the State of Ohio by the grace of God and the authority of the same to the Sheriff of said County Greeting

We command you to summon John Gabriel William Gabriel & Norman Chipman and Reuben P. Mann if they shall be found in your county to appear on the first day of next term before the Judges of our Court of Common Pleas within and for the County aforesaid at the Court House in said County to answer unto The President Directors and Company of the Clinton Bank of Columbus in a plea of assumpsit damages four hundred dollars and have you then there this writ (seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid this 17th day of August A.D. 1841 James H. Gill Clerk

Endorsement "Sum claimed $400 Damages $178.59 Debt $ Costs $ Writ issued August 17th 1841 Served by copy & reading to each of the defendants August 25th 1841 Filed August 25th 1841"

Indorsement of note sued on "Pay to the order of Samuel Whelen Jr. Value received August 28th 1840 Samuel Whelen"

Plea begun before Hon. Joseph R. Swan President and John Cassil Nicholas Hathaway and Silas G. Strong his associates Judges of a Court of Common Pleas began and held at the Court House in Maysville within and for the County of Muskingum on the third day of November in the year of our Lord one thousand eight hundred and forty one Be it remembered that heretofore to wit on the 17th day of August 1841 the Plaintiffs sued out the following writ of summons to wit State of Ohio Muskingum County ss. To the Sheriff of said County Greeting

We command you to summon John Gabriel William Gabriel & Norman Chipman and Reuben P. Mann to appear on the first day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto The President Directors and Company of the Clinton Bank of Columbus in a plea of assumpsit damages four hundred dollars and have you then there this writ (seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid this 17th day of August A.D. 1841 James H. Gill Clerk

Endorsement "Sum claimed $400 Debt $ Costs $ Writ issued August 17th 1841 Served by copy & reading to each of the defendants August 25th 1841 Filed August 25th 1841 the Plaintiffs by Messrs Beach and Gilbert their attorneys filed their declaration in the words and figures following to wit

Note of hand sued on "Pay to the order of Samuel Whelen Jr. Value received August 28th 1840 Samuel Whelen"

The State of Ohio and Company John Gabriel and Reuben P. M said defendants and fully at and then and promised to pay dollars in the said Defendants note to the Plaintiffs and afterwards to county aforesaid a value of goods Also in the further materials and in the further Plaintiffs dam ants & their money then Plaintiffs And day from the between them of afterwards undertook said Sums of defendants & of money or and refusing Plaintiffs Fo Bush an year first her solemnly came a jury and the ages at Two consideration Sum of $ and Costs

Small Bill

Silas G. St

And State of Eight hundred Same year last their declara Court of Com Williams & and firm of Oct in the 1841 at the delivered to the said Beach and Co.

The State of Ohio Union County ss Common Pleas August Term 1861 The President Directors and Company of the Clinton Bank of Columbus Plaintiffs in this suit complaining of John Gabriel and William Gabriel Jr late partners trading as J. & W. Gabriel & Norman Chapman and Reuben P. Mann defendants in this suit of a plea of assumpsit &c. For that whereas the said defendants on the 28th day of August in the year of our Lord one thousand eight hundred and forty at Columbus to wit at said Union County made their promissory note in writing and then and there delivered the same to the Plaintiffs and thereby then and there promised to pay the said Plaintiffs or order at their bank the sum of Two hundred dollars in three months after the date thereof which period has now elapsed and the said defendants in consideration of the premises promised to pay the amount of the said note to the Plaintiffs according to the tenor and effect thereof. And whereas also the said defendants afterwards to wit on the 2nd day of November in the year of our Lord one thousand eight hundred and forty at the County aforesaid were indebted unto the Plaintiffs in the further sum of Four hundred dollars for the price or value of goods then and there sold and delivered by the Plaintiffs to the defendants at their request. Also in the further sum of Four hundred dollars for work and labor then and there done and materials for the same provided by the Plaintiffs for the defendants at their request. Also in the further sum of Four hundred dollars for so much money then and there laid out and expended for the defendants at their request, Also in the further sum of four Hundred dollars for so much money then and there had and received by the defendants for the use of the Plaintiffs And also in the further sum of Four Hundred dollars found to be due from the defendants to the Plaintiffs on an account then and there stated between them. And so being indebted the said defendants in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there promised the Plaintiffs to pay the aforesaid sums of money when thereunto afterwards requested so to do. Yet the said defendants at the afterwards requested, have not paid the said several sums of money or any part thereof to the Plaintiffs but have hitherto wholly neglected and refused so to do and still do neglect and refuse to the damage of the Plaintiffs Four Hundred dollars and therefore they bring suit &c. Key Bush and Gilbert Attys Plff and afterwards to wit on the same day and year first herein aforesaid came the Plaintiffs by their attorney and the defendants though solemnly came not but made default, and thereupon neither of the parties requiring a jury and the Court being fully advised in the premises do assess the Plaintiffs damages at Two hundred and eleven dollars and Seventeen cents. Whereupon it is considered that the said Plaintiffs recover of the said defendants the said sum of $211.17 their damages aforesaid and also their costs in this behalf expended and taxed at $. James H. Gillelan JPEpraw

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Small Williams & Co
Silas G. Strong

Held before his Honor Joseph B. Evans Esqr President and John Cassil Nicholas Walkaway and Silas G. Strong his associate 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 third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that on the same day and year last aforesaid the Plaintiffs by Olney Cory Esqr their attorney filed their declaration in the words and figures following to wit. Union County ss Court of Common Pleas November Term A.D. 1861. William Small Ezekiel H. Williams Isaac Small and John W Baldwin partners in trade under the name and firm of Small Williams & Co. complain of Silas G. Strong in a plea of assumpsit &c for that whereas the said Silas G. Strong on the 2nd day of November A.D. 1861 at the County of Union made his promissory note to us in writing and delivered the same to the said Plaintiffs and thereby promised to pay the said Plaintiffs by the name of their firm of Small Williams and Co. Twelve hundred and Sixty four dollars and Sixty cents

one day after the date thereof which period has now elapsed. And the said Silas G. Strong then and there by said promissory note in writing did authorize and empower any attorney at law of the State of Ohio in the name and on behalf of him the said Silas G. Strong to appear in any Court of Record in said State and to waive process and service thereof and to confess Judgment in favor of the said holder or holders of said note for the amount thereof with interest & costs and to waive and release all errors that may accrue in the rendition of said Judgment and waive all right and benefit of appeal in behalf of said defendant. And the said Silas G. Strong then and there in consideration of the premises promised to pay the amount of the said note to the said Plaintiffs according to the tenor and effect thereof Yet the said Silas G. Strong hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damages of the said Plaintiffs twelve hundred and sixty four dollars and sixty cents and therefore they sue &c By Olney Curry their Attorney. And afterwards to wit on the same day and year last aforesaid the defendant by A. Hall Esq. his attorney filed the following plea to wit. And the said defendant by Augustus Hall his Attorney of the State of Ohio now comes and says that it is true that he did promise in manner and form as the Plaintiffs in their said declaration have alleged against him, and that he owes to said Plaintiffs the said amount of money specifying said declaration to wit $1264.60 And he prays the Court now to render Judgment against him in favor of said Plaintiffs for said sum of twelve hundred and sixty four dollars and sixty cents, together with costs & he waives all errors that may accrue in the rendition of Judgment & he waives all process & service thereof & all benefit of appeal & A. Hall Att'y for Def't And afterwards to wit on the same day and year first herein aforesaid came the Plaintiffs by their Attorney and filed their declaration against the said defendant and thereupon A. Hall one of the attorneys of this Court appears in open Court and by virtue of a warrant of attorney for that purpose hereinbefore filed and acknowledges that the said defendant did assume and promise in manner and form as the said Plaintiffs have complained against him and confessed that the Plaintiffs have sustained damages by reason of the premises to the sum of twelve hundred and sixty four dollars and sixty cents, Whereupon it is considered that the said Plaintiffs recover of the said defendant the said sum of $1264.60 their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at $ and by virtue of the same warrant of attorney all error is released and right and benefit of appeal waived on behalf of said defendant waived and given up

Attest James H. Gill Clerk

JR Spoon

Clark Higgins
vs
Silas G. Strong

Be it remembered that before the Honorable Joseph R. Swan Esq. President and the Associate Judges Nicholas Wathaway and Silas G. Strong his Associates Judges at a Court of Common Pleas began and held at the Court House in Marysville in and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that on the same day and year last aforesaid the Plaintiff by G. Swan Esq. his attorney filed his declaration in the words and figures following to wit

The State of Ohio Union County ss Court of Common Pleas November Term 1841

Clark Higgins complains of Silas G. Strong of a plea of Debt &c for that whereas the said Silas G. Strong defendant on the 2nd day of August A.D. 1839 at Columbus to wit at the County of Union aforesaid made his writing obligatory sealed with his seal and now to the Court here shown and then and there delivered the same to the Plaintiff and thereby then and there acknowledged himself to owe and stand indebted unto the plaintiff in the sum of one hundred and twenty five dollars to be

plaint unto the plaintiff in one one day after the date whereof period has now elapsed and yet the defendant has not paid the plaintiff said sum of money or any part thereof but has wholly refused so to do and still does refuse to the damage of the plaintiff one hundred dollars and therefore he sues By G Shaw his atty and brings into Court at the same day and year last aforesaid the defendant by Moses B Lewis his atty filed his plea as follows to wit. And now comes into Court Silas G Strong by Moses B Lewis his attorney who by special warrant of attorney waives the issuing service and return of process and appears and declaration in favor of Clark Higgins and acknowledges on behalf of said Strong that he is indebted to said Higgins in the sum of one hundred and twenty five dollars for which said amount and eleven dollars and twenty five cents damages for the detention thereof as well as for costs Judgment is hereby confessed and all errors and right & benefit of appeal are waived and released Moses B Lewis atty for S. Strong and afterwards to wit on the same day and year first herein aforesaid came the Plaintiff Clark Higgins by Shaw his attorney and filed his declaration against Silas G Strong And thereupon came the defendant by Moses B Lewis his atty and said the issuing service and return of process and acknowledges that the defendant is indebted unto the Plaintiff in the sum of one hundred and twenty five dollars and for which said amount and eleven dollars and twenty five cents damages for the detention thereof and for costs of suit the said Moses B Lewis confesses Judgment on behalf of said defendant. It is therefore considered by the Court that the Plaintiff recover of the defendant the said sum of one hundred and twenty five dollars the debt aforesaid so as aforesaid confessed and also damages by reason of the detention thereof eleven dollars and twenty five cents and the costs herein expended And the attorney aforesaid on behalf of said Strong releases all errors and right and benefit of appeal in behalf of said defendant

Attest James H. Gill Clerk

JR Shaw

Dorcemus Suydam & Nixon
v
William N. Wood

Be it remembered that before the Hon Joseph R Swan Esq President and John Cassil Nicholas Hathaway and Silas G. Strong his Associate Judges, at a Court of Common Pleas began and holden at the Court House in Marysville within and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 17th day of August 1841 the Plaintiffs by C. Anthony their Attorney came out of the Clerks office of said Court the following writ of Summons to wit State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon William N. Wood to appear on the first day of next June before the Judges of our Court of Common Pleas in and for the County aforesaid at the Courthouse in said County to answer unto Thomas C Dorcemus Cornelius R Suydam & John M. Nixon late of Dorcemus Suydam and Nixon assignee of Silas G Strong in a plea of assumpsit Damages Six thousand dollars and have you then there this writ (Seal) Witness James H Gill Clerk of said Court at the Courthouse aforesaid this 17th day of August 1841 James H Gill Clerk

Endorsement Suit brot on two notes of hand given by defendant to Silas G Strong and assigned by him to Plffs one for five hundred and ninety six dollars and thirty five cents dated Dec 7. 1840 payable sixty days after date in funds at par in the City of New York or its equivalent for value Received and one for five hundred dollars dated Dec 7. 1840 payable one day after date in funds at par in the City of New York or its equivalent for value Received C. Anthony Plffs atty. Said writ came to hand August 17. 1841 and served by giving defendant a certified copy Aug. 17. 1841 Wm W Shute Shff

And afterwards to wit on the 25. day of August 1841 the Plaintiffs by their said Attorney filed their declaration in the words and figures following to wit. The State of Ohio Union County Court of Common Pleas August Term AD. Eighteen hundred and forty one Union County ss Thomas C. Dorcemus Cornelius R. Suydam & John M. Nixon partners

under the firm of Stevens Seydam and Strong Plaintiffs and Assignees of Silas G. Strong complain of William W Woods defendant in a plea of Assumpsit for that the said defendant on the seventh day of Dec 1840 at Union County aforesaid made his promissory note in writing of that date and then and there delivered the same to Silas G Strong and thereby promised to pay to the said Silas G. Strong or order Five hundred and ninety six dollars and thirty five cents sixty days after date in funds at par in the City of New York, or its Equivalent for value Received which period has now elapsed, and the said Silas G. Strong then and there endorsed the same to the said Plaintiffs of which the said defendant then and there had due notice, and then and there in Consideration of the premises promised the Plaintiffs to pay them the amount of the said note according to the tenor and effect thereof. Yet the said defendant has disregarded his said promises and has not paid the said sums of money nor any part nor either of them to the damage of the said Plaintiffs five thousand dollars and therefore they sue &c C. Anthony Plaintiffs Attorney

And afterwards to wit on the 30th day of October 1841 the defendant by W.C. Laurence his attorney filed his plea in the words and figures following to wit And the said Wm W Woods comes and defends and &c and says that he did not assume in manner and form as the plaintiffs have declared against him and of this he puts himself upon the Country and the said Plaintiffs doth the like &c By W.C. Laurence his Attorney

The Plaintiffs will take notice that the defendant on the trial of this Cause will give in evidence and insist that the defendant by reason of sundry payments made on the note for $596.35 on which this suit is injustituted by Pltffs to Silas G Strong the payee of said note before the same became due and before the commencement of this suit whereby Plaintiffs now became indebted to Deft: Defendant is entitled to a setoff to the amount of five hundred dollars for moneys paid on said note by Heman Ferris for the use of Deft on said note and also in the further sum of one hundred and twenty five dollars the amount of said Silas G. Strongs note held & owned by Deft: before said notes of Pltffs became due, as assignee of Wm W Woods said note is dated April 24. 1840 and due one day after date and payable to Wm W Woods or bearer and also in the further sum of five hundred dollars for money received by said Strong payee as aforesaid for the use of Deft: and that the defendant will set off so much thereof against said note as he is entitled to under the Statute &c By W.C. Laurence for self

And afterwards to wit on the same day and year first herein aforesaid came the parties by their Attorneys and defendant having withdrawn a note for one hundred and twenty five dollars specified in his notice of offset, This cause is submitted to the Court upon the issue joined between the parties. And the Court being fully advised in the premises do assess the plaintiffs damages (after allowing an offset of one hundred and twenty eight 64/100 Dollars paid May 11th 1841 and one hundred and forty dollars on the 25th day of May 1841 on the note of $596.35 offset paid to Mr Strong) to eight hundred and seventy two dollars and two cents Therefore it is Considered that the said plaintiffs recover of the said defendant the said sum of $872.02 their damages aforesaid and also their costs in this behalf expended taxed at $

Attest Thomas H. Lee Clerk

Indiana Banking Co
vs
Richard & Goode &
Benjamin Chenoy &
Nelson Robinson

Be it remembered by & before his Honor Joseph Allen Esq President and John Gaddis & Nicholas Hathaway and Silas G. Strong his associate Judges of a Court of Common Pleas begun and held at the Court House in Marysville in and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one

Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiffs by Lewis their atty and filed their declaration in the words and figures following to wit, The State of Ohio Union County ss Court of Common Pleas of the Term of November A.D. 1841 Union County ss The President and Directors of the Urbana Banking Company complain of Benjamin Rickart and Gardner Goode partners trading under the firm of Rickart & Goode Benjamin Cheney & Nelson R. Sandale in a plea of assumpsit for that whereas heretofore to wit on the fifth day of August in the year of our Lord eighteen hundred and forty one at Urbana term at Union County aforesaid made to the said defendants their promissory note and thereby promised to pay the President & Directors of the Urbana Banking Company or order at their office in Urbana the sum of three hundred and thirty Dollars four bits Remitee to be paid sixty days after the date of the said promissory note when they should be thereto afterwards requested. Nevertheless the said defendants although often requested the said sum of three hundred & thirty ~~six~~ dollars to them the said Plaintiffs have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said Plaintiffs they the said defendants have hitherto wholly refused and still do refuse to the damage of the said Plaintiffs as they say the sum of five hundred dollars and therefore they bring suit &c Against Plaintiffs attorneys. and other to wit on the same day and year last aforesaid the defendants by W. G. Lawrence their attorney filed their plea as follows to wit. And the said Rickart & Goode Benjamin Cheney and Nelson R. Sandale by W. G. Lawrence their attorney come and defend the wrong & injury &c and say that they cannot gainsay the action of the Plaintiffs or say any thing in bar or preclusion of the same and now here in open Court by virtue of a warrant of attorney herein to them filed confesses Judgment in favor of the Plaintiffs against the defendants for the sum of three hundred and forty three dollars and sixty five cents damages including the attorney fee for collection; and by virtue of the same warrant of attorney all errors in the proceedings and also all right and benefit of appeal waived by the defendants. And afterwards to wit on the same day and year last herein aforesaid came the Plaintiffs by N. R. Lewis their attorneys and filed their declaration against the said defendants, and thereupon W. G. Lawrence one of the attorneys of this Court appeared in open Court in behalf of the said defendants and by virtue of a warrant of attorney for that purpose executed by the said defendants waives the issue and trial by jury and acknowledged that the said defendants did assume upon and promise in manner and form as the Plaintiffs in their declaration alleged against them and confessed that the Plaintiffs have sustained damages by reason thereof to the sum of three hundred and forty three dollars and sixty five cents. Therefore it is considered that the said Plaintiffs recover of the said defendants the said sum of $343.65 their damages so confessed as aforesaid and also their costs in this behalf Expended and that the said defendants be in mercy &c and by virtue of the same warrant of attorney all errors released and right and benefit of appeal waived and given up

Attest Hamer & Pell Clerk

J. R. Lewis

James M. Houston
&
Ansel Bates Wm S. Bates
Jonas Bates & Ira Taylor

Be it remembered that heretofore to wit the Honorable Joseph Ridgway Esq President and John Austin, Nicholas Hallaway and Silas G. Strong his Associate Judges of the 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 third day of November in the year of our Lord one thousand eight hundred and forty one- Be it remembered that heretofore to wit on the same day and year last aforesaid came the Plaintiff by C. Hamlet Esq his attorney and filed his declaration in the words and figures following to wit. State of Ohio Union County ss Court of Common Pleas Nov. Term A.D. 1841. James M. Houston complains of Ansel Bates and Wm S. Bates under the signature of A & W. S. Bates Jonas Bates and Ira Taylor defendants in this suit of a plea of Debt. for that whereas the said defendants on the first day of November A.D. 1841 at Union County was indebted to the said Plaintiff in the sum of one thousand dollars for the price and value of goods and chattels then and there bargained and sold by the plaintiff to the defendants at their request. And in one thousand dollars for the price and value of goods then sold and delivered by the Plaintiff to the defendants at their request. And in one thousand dollars for money then and there lent and advanced by the Plaintiff to the defendants at their request. And in one thousand dollars for money then and there paid by the Plaintiff for the use of the defendants at their request. and in one thousand dollars for money

thine and there remain'd by the defendants for the use of the Plaintiff, and in one thousand dollars for so much money found to be due from the defendants to the Plaintiff on an account then and there stated between them, Yet the said defendants although often requested so to do have not paid the said several sums of money or either of them or any part thereof to the damage of the said Plaintiff one thousand dollars and therefore he brings suit &c Harold & Watt And afterwards to wit on the same day and year last aforesaid the said defendants by James L. Torbert their atty filed their Pleas in the words and figures following viz. And Now the said Ansel Bates and William S. Bates under the signature of A. & W. S. Bates, James Bates and Asa Taylor by James L. Torbert their attorney duly authorized by a warrant of Attorney for that purpose executed waive the issuing and service of process and say that the said defendants do owe to the said Plaintiff the sum of eight hundred and fifty dollars and that he has sustained damages by reason of the detention thereof to eleven dollars and five cents the damages aforesaid And by virtue of the same warrant of attorney he confesses Judgment in favor of said Plaintiff and against the said defendants for the said sum of eight hundred and fifty dollars the debt aforesaid and the said sum of eleven dollars and five cents the damages aforesaid costs and waives all error and right and benefit of appeal Jas L. Torbert atty for Defts And afterwards to wit on the same day and year first herein aforesaid came into Court the Plaintiff by Mr. Harold his attorney and files his declaration against the said defendants, And thereupon J. L. Torbert one of the attorneys of this Court appears in Court in behalf of said defendants and by virtue of a warrant of attorney for that purpose executed by the said defendants & given the issuing and service of process and appears to said declaration, and acknowledges that the said defendants owe and are indebted unto the said Plaintiff in the sum of eight hundred and fifty dollars and that he has sustained damages by reason of the detention of said debt to the sum of eleven dollars and five cents Whereupon it is considered that the said Plaintiff recover of the said defendant the said sum of $850.00 his debt aforesaid and the sum of $11.05 cents his damages aforesaid and also his costs in this behalf expended and by virtue of the same warrant of attorney all error is released and all right and benefit of appeal waived and given up

Attest James H Gill Clerk

James W. Crawford
&
James W. Evans

Pleas before his Honor Joseph R. Swan Esqr President and the Associate Judges Nicholas Holloway and Silas D. Strong his 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 third day of November in the year of our Lord one thousand eight hundred and sixty

Be it remembered that heretofore Court on the 7th day of July 1860 the Plaintiff by C Swetzer his attorney sued out of the Clerks office of said Court the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to Summons James W. Evans to appear forthwith before the Judges of our Court of Common Pleas in and for said County aforesaid at the Court house in said County to answer unto Pat. W. Crawford in a plea of Trespass Damages Five hundred Dollars and have you then there this writ. Dated Witness Jas H. Gill Clerk of said Court at the Court house aforesaid this 7th day of July A.D. 1860

James H Gill Clk

Endorsement "Suit brought to recover damages sustained by Plaintiff by reason of an assault and battery committed by the defendant upon the body of the said Plaintiff on or about the 27th day of May 1860 Also for that whereas the defendant did on or about the 27th day of May 1860 make but armed and threaten to shoot the Plaintiff & Swetzer &c for which said writ was returned July 7 1860 "Served by delivering a certified copy to Deft July 7 1860 R. Clark Sheff. And afterwards to wit on the 6th day of August 1860 the Plaintiff by his said Attorney filed his declaration in the words and figures following to wit. In Union Common Pleas to July Term A.D. 1860 And the said James W Crawford complains of James W Evans in a plea of trespass for that

whereas the said James W Evans on the 29th day of May A.D. 1840 at the County of Union with force and arms in and upon the said James W Crawford made an assault and him then and there beat bruised wounded and evil entreated and other enormities then and there did to the said James W Crawford against the peace and dignity of the State of Ohio. and to the damage of the said James W Crawford five hundred dollars & thereof he does say he is worthy &c Swazey atty for Plff

And afterwards to wit on the 23d day of September 1840 the defendant by W Adamson his atty comes into court and defends the force & injuries when &c and says that he is not guilty in manner and form as the said James W Crawford hath complained against him, and of this he puts himself upon the country and the said James W Crawford do the like &c W Adamson his atty and afterwards to wit on the same day and year last herein aforesaid This cause is settled at the costs of the deft by agreement of the parties

Attest James H. Field Clerk

J R Evans

Stephen L. Miller assignee of Stephen M Caine

John R. Benson

Pleas before his Honor Joseph R Swan Esqr President and John Bissell Nicholas Matthews and Silas L Strong his associate Judges of the 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 third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 29th day of September A.D. 1840 The Plaintiff filed in the Clerks office of this Court the following Transcript to wit

Stephen L. Miller assignee of Stephen M Caine

John R. Benson

Debt $20.19
Writ & Judgt. .12½
Deft's cost &at. .10
Bail .25
Fi. fa .75
Cens. fas .15
Sum .31½

April 9th 1839 Suit brot on a note of Jas. as due one day after date date Feb. 13. 1837. and signed by defendant & he without process appearance and confessed Judgment on the aforesaid note. It is therefore considered by me that the Plaintiff recover of the defendant the sum of twenty dollars nineteen cents & his costs herein taxed at twelve and a half cents. In the Action of Stephen Miller Assignee of Stephen M Caine against John R. Benson & John Anderson do acknowledge & myself bail for John R Benson for Stay of Execution in the sum of twenty dollars Sixty seven cents. to be levied of my goods and chattels lands and tenements if default be made in the condition following that the said John R. Benson shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and costs and the costs that may accrue. John Anderson Taken Signed and acknowledged this 16th day of April A.D. 1839 L. Elwell J.P.

Nov. 22nd 1839 Fi Fa issued to const. Bingham for $20.19 & costs Dec. 22. 1839 Fi Fa returned endorsed no property found whereon to levy this 22nd day of Dec. 1839 per J. Bingham const. June 13. 1840 it is suggested to me that the said defendant is possessed of lands & tenements liable to levy & sale on Execution. The State of Ohio Union County Lebut Township ss. I do hereby certify that the within is a true and perfect copy from my docket of the proceedings had by and before me in the within cause James Hood J.P. of aforesaid

And afterwards to wit on the 7th day of April 1841 The following writ of Scire Fac. issued to wit The State of Ohio Union County ss To the Sheriff of said County Greeting Whereas Stephen L Miller assignee of Stephen M Caine on the 9th day of April 1839 recovered against John R. Benson a Judgment before James Hood a Justice of the peace in and for said County of Union for the sum of Twenty dollars and nineteen cents Debt and the sum of 12½ costs. upon which said Judgment Execution issued by the said James Hood Esqr and returned no property found whereon to levy, and it having been suggested to the said James Hood that the said John R. Benson is possessed of lands and tenements as appears from a transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for said County of Union. We therefore command you that you make known to the said John R Benson to appear before the said Court of Common Pleas on the first day of their next Term to Show cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgment And further to do and receive whatsoever our Court shall in that behalf

ourselves and have you there these three writs of Scire Facias W. Gill Clerk
of said Court at the Court House in Marysville this 7th day of April 1841 James W. Gill Clerk
And afterwards on the 13th of April 1841 the Sheriff returned said writ as follows to wit "Served
by delivering to John R. Barnes a copy W. H. Slate Sheriff." And afterwards to wit on the
same day and year first herein aforesaid the defendant having failed to appear
& to exhibit that the plaintiff have his Execution against the lands and tenements
of said defendant and for costs aforesaid
Attest James W. Gill Clerk

Stephen McClain } Plea before his Honor Joseph R. Evans Esq President and John
v. } Esqrs Nicholas Hathaway and Silas G. Strong his Associate
David R. Sprague } Judges at a Court of Common Pleas begun and holden at the Court
House in Marysville within and for the County of Union and
State of Ohio on the third day of November the year of our Lord one Thousand eight hundred and forty one
Be it remembered that heretofore to wit on the 16th day of April 1841 the Plaintiff by
R. Black his Attorney filed the following Transcript to wit State of Ohio Union County ss
Stephen McClain } Justices docket Entry. Suit brought on note due twelve months from
v. } date dated Sept 20. 1838 payable to Wm Thorpe bearing date for $53.50
Eli Lundy } April 3 1840 Summons issued returnable on the 9th at 10 o'clock
Debt $55.00 A.M. which was returned by A. Marks Const. April 6th 1840 Endorsed
Fee costs Sum. 12½ served by reading fee .15 April 9. 1840 Defendant failed to appear
Set .10 & it is considered by me that the Plaintiff recover of the defendant
Execution .25 a Judgment by default for the sum of fifty five dollars and
Bail .25 ten cents and cost of suit Execution Fi Fa issued April
Execution .25 14. 1840. In the suit of Stephen McClain against Eli Lundy
Scire. 31½ & David R. Sprague do acknowledge myself bail for defendant for
Stay of Execution in the sum of sixty dollars to be levied on my goods and chattels
Lands and tenements if default be made in condition following which is that the
said Eli Lundy shall pay the above debt and costs and costs that may accrue
David R. Sprague. Taken signed and acknowledged before me this 16th
day of April 1840 James Gunn J.P. Dec 7. 1840 Execution Fi Fa. issued
& John Hanby Const. endorsed no property found whereon to levy. March 26 1841
Scire Fac. issued against bail returnable on the 30. at 10 o'clock A.M.
and delivered to John Hanby Const which was returned on the 25. endorsed
served by reading fee .15 March 30. 1841 10 o'clock A.M. David R.
Sprague defendant failed to appear it is considered by me that Stephen McClain
the Plaintiff & the original action recover of the said David R. Sprague
sum of the sum of fifty nine dollars thirteen cents and his costs taxed
at $0.52½ Execution Fi. Fa issued which was returned by John Hanby
Const. April 6th 1841 endorsed no property found whereon to levy fee & mileage .05
April 13th 1841 It is suggested to me by Plff that the defendant hath Lands
and tenements subject to levy and sale on Execution. I certify the above
to contain a correct copy of the proceedings had before in the above case
Given under my hand this 13. day of April A.D. 1841 James Gunn J.P.
And afterwards to wit on the 12th day of July 1841 the following writ of Scire Fac. issued
The State of Ohio Union County ss To the Sheriff of said County Greeting. Whereas Stephen
McClain on the 16th day of April A.D. 1840 recovered a judgment against Eli Lundy
before James Gunn Esq one of the Justices of the peace within and for the said County
of Union for the sum of fifty five dollars and ten cents and costs of suit and whereas
David R. Sprague entered himself as bail for said Eli Lundy before the docket
of said Justice of the peace for the Stay of Execution and whereas also afterwards
to wit on the 9th day of Dec A.D. 1840 Execution issued against the said Lundy
and was returned no property found, And whereas also afterwards to wit on the
26th day of March 1841 Scire Fac. issued against the said David R.
Sprague and on the 30th day of March 1841 the said Stephen McClain recovered

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Judgment against
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W. Gill Clerk
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July 13. 1841
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Silas G. Strong
&
Ezekiah Bun
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Eight hund
day of April
to wit Silas G.

Ezekiah B
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Judgment against the said David R Sprague as bail for the sum of $59.13 per and costs of suit upon which said Judgment an Execution was issued by the said Samuel Gunn and returned no property found whereon to levy and it having been suggested to the said Samuel Gunn that the said David R. Sprague is possessed of lands and tenements as appears by a transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for said County of Union. You are therefore commanded to make known to the said David R. Sprague to appear before our said Court of Common Pleas on the first day of their next Term to shew cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said Court shall then and there in that behalf consider of him and have you then there this writ and Witness Samuel H. Gill Clerk of said Court this 12th day of July 1841 Samuel H. Gill Clerk which writ was returned July 16. 1841 as follows to wit Served by delivering to David R. Sprague a certified copy July 13. 1841 Jno W. Slate Sheriff and afterwards to wit on the same day and year first herein aforesaid the defendant having failed to appear and shew cause why he or

ruled to do, the Court find due from the defendant to the plaintiff as appears from a transcript of the Judgment and proceedings before the Justice of the peace the sum of sixty any dollars and twenty cents. Therefore it is considered that the said Plaintiff have his execution against the lands and tenements of said defendant to satisfy said Judgment and costs

Attest Samuel H Gill Clerk

J R Sprague

Silas G Strong
vs
Hezekiah Burdick

Pleas before his Honor Joseph R. Sharp Esqr President and John Cassel & Nicholas Wathen and his associate Judges of the Court of Common Pleas begun and held at the Court House in Marysville within and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 16 day of April 1841 the Plaintiff by Otway Coury Esqr his attorney filed the following transcript to wit Silas G Strong } Suit brought on three notes purporting to have been given by Hez. Bur-
vs } dick to S. G. Strong all dated August 12. 1836 Amt $14.00
Hezekiah Burdick } 2d note due August 12. 1837 Amt $14.00 3d note due August 12th 1838
Debt $51.66 } Amt $14.00 June 8th 1839 Summons issued directed to Durall
Sus fee .60 } constable returned in due time served by copy fee .37½
Ex. .05 } The defendant Hezekiah Burdick failed to attend and made
This transcript .31¼ } default, Therefore it is adjudged that the Plaintiff Silas
cost fee .37½ } G Strong recover a Judgment against said defendant Hez-
Do ex. .80 } ekiah Burdick for the sum of fifty two dollars and sixty six
cents and } cents cost of suit taxed at .37½ cents June 17. 1839. In the action of
Silas G Strong against Hezekiah Burdick I Joseph Watkins do acknowledge
myself bail for Hezekiah Burdick for the stay of execution in the sum of fifty
two dollars and sixty three cents to be levied of my goods and chattle lands
and tenements if default be made in the condition following which is that said
Hez. Burdick shall pay the above Judgment including costs together with the interest
and cost that may accrue } Taken signed and acknowledged } Joseph Watkins
before me on the 20th day of June A.D. 1839. The Plaintiff suggests that defendant
has lands Sept 5th 1840 Execution issued directed to Durall constable and made
return on the 9th inst not to the defendants house and found no property shown
to levy milage 20 cents State of Ohio Union County ss I Christian Myers a
Justice of the peace in and for the Township of Millcreek do hereby certify
that the foregoing is a correct Transcript of the proceedings in the cause wherein
Silas G Strong was plaintiff and Hez. Burdick was defendant given under
my hand and seal this 7th day of Nov. 1840 Christian Myers seal
And afterwards to wit on the 12th day of July 1841 the following writ of Fier Facias issued
to wit The State of Ohio Union County ss To the Sheriff of said County Greting
Whereas Silas G Strong on the 17 day of June A.D. 1839 recovered a Judgment
before Christian Myers one of the Justices of the peace within and for said County

of Union for the sum of fifty one dollars and Sixty Six cents debt & $0.97½ cost against Hezekiah Burdick upon which said Judgment an Execution was issued by the said Christian Myers and returned no goods found whereon to levy and it having been suggested to the said Christian Myers that the said Hezekiah Burdick is possessed of lands and tenements as appears by a transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for said County of Union. We therefore command you that you make known to the said Hezekiah Burdick to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any there be why Execution should not issued against his lands and tenements to satisfy said Judgment and further to do and receive what our said Court shall of law in that behalf consider. And have you then there this writ (Seal) Witness James H. Gill Clerk of said Court this 13th day of July 1841 James H. Gill Clerk

Said writ was returned July 17. 1841 Served by putting up July 14. 1841 W. Matthews

And afterwards to wit on the same day and year first herein aforesaid the defendant having failed to appear and show cause why &c and the Court finding due from the defendant to the Plaintiff as appears from the Transcript of the Judgment and proceedings in this case the sum of $58.76 & costs It is ordered that the Plaintiff have his Execution against the lands and tenements of the said defendant &c. costs Attest James H. Gill Clerk

Silas G. Thong vs Hezekiah Burdick

Pleas before his Honor Joseph R. Swan Esqr President and the Associate Judges of Nicholas Hathaway said 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 third day of November in the year of our Lord one thousand Eight hundred and forty one. Be it remembered that heretofore to wit on the 14 day of April 1841 the Plaintiff by Otway Curry Esqr his att'y filed the following Transcript to wit

Silas G. Thong vs Hez. Burdick

Debt 36.54
Sus. fee .35
Exr .25
Cons. fee .35
docks .20
Trans. .31¼

Suit but on two notes purporting to have been given by Hez. Burdick to Silas G. Thong 1st note dated August 12. A.D. 1840 for $14.00 each date August 12. A.D. 1835 with interest. Sept 8th 1840 summons issued directed to Darwin Const. and made return on due time served by reading fee .35 The defendant Hez. Burdick failed to attend and made default. Thereupon it is adjudged that the Plaintiff Silas G. Thong recover a Judgment against said defendant Hezekiah Burdick for the sum of thirty Six dollars and fifty four cents debt and interest on the 20th day of Sept. 1840 and costs taxed at .70 cents Nov. 2nd 1840 Execution issued directed to D. Darwin Const. and made return on the 3d inst went to the defendants house and found no property whereon to levy mileage 20 cents D. Darwin Const. The plaintiff suggests that the defendant has lands State of Ohio Union County ss I Christian Myers a Justice of the peace in and for said Township of Millcreek in County aforesaid do hereby certify that the foregoing is a correct Transcript of the proceedings had therein and in said cause of Silas G. Thong v Hez. Burdick Given under my hand & seal this 7 Nov. 1841 C. Myers (Seal)

And on the 13. day of July A.D. 1841 the following writ of error was issued to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting. Whereas Silas G. Thong on the 20. day of Sept. A.D. 1840 recovered a Judgment before Christian Myers one of the Justices of the peace in and for the said County of Union for the sum of thirty six dollars and fifty four cents debt and 70 cents costs against Hez. Burdick upon which said Judgment an Execution was issued by the said Christian Myers and returned no goods found whereon to levy And it having been suggested to the said Christian Myers that the said Hezekiah Burdick is possessed of lands and tenements as appears by a transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for said County of Union We therefore command you that you make known to the said Hezekiah Burdick

Adam Wolf

Dennis Wolf
for the County
Lord one
Jan 6 bill
filed the
Adam Wolf
Dennis Wolf
a dec bill
and pro cor
Debt. $70.00
Int. 5.4
Cudgt. .1
Execution .25
cons fee .5
Transcript 31¼
Constable
as agent
subpoena
copy &
Jackson
August 1841
15 Oct. Sheriff
1841 before
of Union
$5.45 damages
Execution was
to levy, and
Wolfe, is
said Judgment
the said
to the said
to show cause
Court shall
of said Court
the same day
why &c
of the said
Attest

to appear before our said Court of Common Pleas on the first day of this next Term to shew cause if any there be why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our Court of Common Pleas aforesaid shall consider of him in that behalf. and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court this 13th day of July A.D. 1841 Jas H. Gill Clk
Which said writ was returned July 27, 1841 Served by exhibiting copy July 14, 1841 To W. Scott Sheff
And afterwards to wit on the same day and year first herein aforesaid. the defendant having failed to appear and shew cause why he was ordered to do. It is considered that the plaintiff have his execution against the lands and tenements of the said defendant and for costs
Attest James H. Gill Clerk

J. K. Swan

Adam Wolfe
Dennis Welch

} Pleas before his Honor Joseph H. Shaw Esqr President and John Cassil Nicholas Hathaway and Silas G. Ewing his associate Judges at a Court of Common Pleas began and held at the Court house in Mansville within and for the County of Venice and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one Be it remembered that heretofore to wit on the 18th day of August 1841 the Plaintiff by J. K. Swan his attorney filed the following Transcript to wit

Adam Wolfe
Dennis Welch

} February the first A.D. 1841 The defendant attended without process and confessed Judgment in favor of the Plaintiff for the amount of a due bill of which the following is a copy Due Adam Wolf or order Seventy Dollars and five cents for value Received October 14th 1839 Dennis Welch

Debt. $70.04
Int. 5.45
Endst. .12½
Execution .25
cons fee .5
Transcript 31¼

} Whereon the Interest was calculated and Judgment rendered against said defendant Dennis Welch for the sum Seventy dollars and five cents principal and five dollars and forty five cents Interest and the costs of suit and the cost that may accrue, February twelfth Execution issued which was returned on the 26th day of Feb. endorsed no property found Whereon to levy Constable Hunt C. Carter fee per mileage $1.65 The Plaintiff by Daniel Bonstiff as agent suggests that the defendant is possessed of lands and tenements subject to Execution. I do hereby certify that the above is a correct Transcript of a Judgment entered by me an acting Justice of the peace for Jackson Township Erie County O. and afterwards to wit on the 1st day of August 1841 the following writ of fieri fac. issued to wit The State of Ohio Venice County ss To the Sheriff of said County Greeting. Whereas Adam Wolfe on the 9th day of February 1841 before John Cheney one of the Justices of the peace within and for the said County of Venice recovered Judgment for the sum of Seventy dollars and five cents debt and $5.45 damages & costs of suit against Dennis Welch upon which said Judgment an Execution was issued by the said John Cheney and returned no goods found whereon to levy, and it having been suggested to the said John Cheney that the said Dennis Welch is possessed of lands and tenements as appears by a transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for the said County of Venice, You are therefore commanded that you make known to the said Dennis Welch to appear before our said Court of Common Pleas forthwith to shew cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said Court shall consider in that behalf consider and have you then there this writ Witness Jas H. Gill Clk of said Court this 18th day of August 1841 James H. Gill Clerk, and afterwards to wit on the same day and year first herein aforesaid. The defendant having failed to appear & shew cause why &c It is ordered that the plaintiff have his Execution against the lands and tenements of the said defendant and that he recover his costs herein taxed at $
Attest James H. Gill Clerk

J. B. Caldwell
&
Henry Famum

Debt & Damages $33.99
Summons .12½
Judgment .12½
Execution .25
Cons fees .20
Transcript .31¼
The above costs paid by Pltff
Execution .25
Cons fees .05
Transcript .31¼

Heard before his Honor Joseph R Shaw Esqr President and John Custis Nicholas Hathaway and Silas G Strong his associate Judges a Court of Common Pleas begun and held at the Court House in Maysville on the third day of November in the year of our Lord one thousand Eight hundred and forty one Be it remembered that heretofore to wit on the 14th day of August 1841 the Plaintiff by A. Hall Esqr his attorney filed the following Transcript to wit State of Ohio Lewis Cass & Millcreek Township ss Dr as follows Maysville March 22nd 1841 One day after date I promise to pay Wm W Woods or order thirty three dollars and ninety nine cents for value Recd Henry Famum Summons issued May 20th 1841 case to be tried the 25th day of June inste at two o'clock P.M. Summons returned by Wm Thompson 2nd constable of Millcreek Township: served by reading May 24. 1841. The defendant Henry Famum appeared and confessed Judgment thereon to Plaintiff J. B. Caldwell is to recover of said defendant the sum of thirty three dollars and ninety nine cents and cost &c. Jas. Bell J.P. Execution issued May 25th 1841 Execution returned June 21 1841 no property found whereon to levy Wm Thompson 2nd constable &c. Transcript taken by Plaintiff August 6th 1841 Execution issued to Wm Thompson 2nd const Aug. 13. 1841 Execution returned August 14th 1841 No goods or chattels found whereon to levy. It is hereon suggested to you that the said Henry Famum has lands and tenements on which this Debt and costs might be made August 14 1841 Wm Thompson 2nd const. I do hereby certify the foregoing is true Transcript in substance of my docket August 14. 1841 James Bell J.P. And afterwards to wit on the 16th day of August 1841 the following writ of scire fac is issued to wit The State of Ohio Lewis County ss To the Sheriff of said County Greeting. Whereas J. B. Caldwell on the 24th day of May 1841 recovered a Judgment before James Bell one of the Justices of the peace within and for the said County of Lewis for the sum of thirty three dollars and ninety nine cents damages and cost of suit against Henry Famum upon which said Judgment an Execution was issued by the said James Bell and returned no goods found whereon to levy. and it having been suggested to the said James Bell that the said Henry Famum is possessed of lands and tenements as appears by a Transcript of said Judgment and proceedings filed in our said Court in and for the said County of Lewis. You are therefore commanded that you make known to the said Henry Famum to appear before our said Court of Common Pleas on the first day of their next Term to shew cause if any there be why Execution should not issue against the lands and tenements to satisfy said Judgment and further to do and receive what our said Court shall then and there consider of him in that behalf and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court House this 16th day of August 1841 James H Gill Clerk and afterwards to wit on the same day and year last aforesaid the Sheriff returned said writ as follows to wit Service by giving Henry Famum a certified copy August 16 1841 Wm M Kell Sh'ff. And afterwards to wit on the same day also came first herein aforesaid the Defendant having failed to appear and shew cause &c. as ordered to do. and the Court finding due from the defendant to the Plaintiff as appears by a Transcript of the Judgment and proceedings (on file) before the Justice of the peace the sum of $34.75 cents It is therefore considered that the Plaintiff have his execution against the lands and tenements of the said defendant &c. for cost.

Attest James H. Gill Clerk

J R Spoon

Jacob Parthemore } Plea before his Honor Joseph R. Shaw Esqr President and John Cassil
& } Nicholas Hathaway and Silas J. Strong his Associate Judges at a
George Moodie } Court of Common Pleas begun and holden at the Court House in the
Town of Marysville within and for the County of Union and State of Ohio on the
third day of November in the year of our Lord one thousand eight hundred and forty one.
And of record to wit at the Bill remembered that heretofore to wit on the 19th
day of Oct 1841 the Plff filed the following Praecipit to wit

Jacob Parthemore } August 14th 1841 Suit brought on a note of hand given to
Moses Mitchell & George Moodie bail } Jacob Parthemore administrator of John Parthemore dec for forty
one dollars and eighty nine cents due the 20th of July 1841 Signed Moses Mitchell & George Moodie
bail Interest now is ten cents total forty one dollars and ninety nine cents. The defts
have process and confess the above to be just Therefore Judgment Judgment rendered
against them for forty one dollars and ninety nine cents and cost of suit.
Execution issued for 42.11 cents debt & 47½ cents and cost. given to E. Hoffiff constable
Oct. 2nd, execution returned. no property found whereon to levy and make any part of
the money but I believe that Moodie has land E. Hoffiff constable. I do hereby
certify the above to be a true copy of the proceedings had before me in the above
cause Given under my hand this 18th day of Oct 1841 J. C. Train J.P.
And afterwards to wit on the 19th day of Oct 1841 the following writ of fieri fac. issued
to wit. The State of Ohio Union County ss To the Sheriff of said County Greeting. Whereas
Jacob Parthemore Admr of John Parthemore dec) recovered a Judgment before Richard Shaw
Esqr. one of the Justices of the peace within and for said County of Union for the sum
of Forty one dollars and ninety nine cents Debt and costs of suit against
Moses Mitchell and George Moodie on the 14th day of August A.D. 1841
upon which said Judgment an execution was issued by the said John J. Train
and returned no goods found whereon to levy and it having been suggested
to the said John J. Train that the said Moodie has lands and tenements as appears
by a transcript of the said Judgment and proceedings filed in our said
Court of Common Pleas within and for the said County of Union, You are
therefore commanded that you make known to the said George Moodie to
appear before our said Court of Common Pleas on the first day of their
next Term to shew cause if any there be why Execution should not issue a-
gainst his lands and tenements to satisfy said Judgment and further to do
and receive what our said Court shall then and there consider of herein
this behalf, and have you then there this writ (Seal) Witness James H.
Gill Clerk of said Court at the Court house in Marysville this 19th day
of October 1841 James H. Gill Clerk And afterwards to wit on the 20th
day of Oct. 1841 the Sheriff made return of said writ in the words and figures
following to wit Served by entering copy Oct 19. 1841 D. W. Poe Sheriff
And afterwards to wit on the same day and year first herein a precipe therefore
dependent having issued to appear & Show cause &c the Court order that
the Plaintiff have his execution against the lands and tenements of
the said defendant and that he recover his cost herein expended taxed at $
Attest James H. Gill Clerk

J. R. Shaw

Martin Beatty } Plea before his Honor Joseph R. Shaw Esq President and
& } John Cassil Nicholas Hathaway and Silas J. Strong his
Daniel Janvay } associate Judges at a Court of Common Pleas begun &
holden at the Court house in the Town of Marysville
within and for the County of Union and State of Ohio on the third
day of November in the year of our Lord one thousand eight hundred & forty one
Be it remembered that heretofore to wit on the 8th day of Feb 1841 the
Plaintiff issued out of the Clerks Office of said Court the following writ of Capias
ad respondendum to wit The State of Ohio Union County ss To the Sheriff of said

County Greeting, We command you to take James Ramsay if he may be found in your Bailiwick and him safely keep so that you have him before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Marlenius Beatty in a plea of assumpsit Damages two hundred dollars and fifty dollars and have you there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house in Marysville this 4th day of February A.D. 1841 James H Gill Clerk

Endorsed Suit but on a Bond conditioned binding defendant to pay to Plaintiff the price of land sold by Plaintiff to Defendant the whole excess one fifty cents per acre Clay Beatty atty for Plff. Which said writ was returned March 17th 1841 "Served by arresting the body of James Ramsay & taking Bond for his appearance with J. W. Evans in the sum of 250$ W. Wilson Sheriff" And afterwards to wit on the same day and year first herein aforesaid came the Defendant and the Plaintiff failing further to prosecute his suit. It is ordered that he become nonsuit. Wherefore considered that the defendant go hence without day and recover of the Plaintiff his costs herein expended Executed &

Attest James H. Gill Clerk

Lyne Starling
v
John Reed Admr
of George Reed

Be it remembered before his Honor Joseph R. Vance Esqr President and the Associate Judges Nicholas Hathaway and Silas G Strong his Associate Judges at a Court of Common Pleas began and held at the Court house in the Town of Marysville in and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 15th day of April A.D. 1841 the following writ of Issue came out of said Court to the Sheriff of Union County Greeting We command you to Summon John Reed Admr of George Reed to appear before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Lyne Starling in a plea of Assumpsit Damages three hundred dollars and have you there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid this 15th day of April A.D. 1841 Jas. H Gill Clerk. Endorsed "Suit-bill on a note executed by said George Reed in his lifetime to James A. Williams or order & by him endorsed to plaintiff for $100.00 & by him accidentally lost or destroyed also money had and Received paid laid out and expended goods sold &c Damages fifty dollars" Said writ was returned Julthwith "Served by leaving a certified copy at the Residence of the deft. April 15th 1841 W Wilson Sheff. And afterwards to wit on the same day and year first herein aforesaid the Plaintiff having failed to file and according to the rules of this Court it is ordered that he become nonsuit. Therefore it is considered that the Plaintiff defendant go hence without day and recover of the Plaintiff his costs in this behalf expended taxed at $

James H Gill Clerk

James Spurgin Admr
v
The heirs of Mary Beatty

Be it remembered that heretofore to wit on the third day of March 1840 the complainant by A. Hall Esqr his attorney filed the following Bill in Chancery to wit To the Court of Common Pleas in and for the County of Union. James Spurgin Administrator of the Estate of Mary Beatty deceased Your Orator humbly complaining by way of petition that on the 8th day of May A.D. 1839

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the said Mary Bowdle entered into a penal Bond for the conveyance of fifty acres of land to one Virian P. Beck part of Survy No 5678 bounded as follows. Beginning at a Stake in the line of James Blackburns land & W. corner to said Mary Bowdles land thence with his line S. 9° 25' E. 101 poles & 14 links to a Stake in the line of Williams Embarees land. Thence with his line N. 9. 25 E. 101 poles 14 links to a black and Elm in the orgl. north line of said Survy thence with said line S. 79° 30. W. 78 poles & 19 links to the beginning That fifty dollars was paid in hand upon the execution of said bond. and said Beck executed his note for the sum of one hundred and fifty dollars payable on the 12th day of December 1839 upon the payment of which sum the said Mary Bowdle by her said bond was to execute to said Beck a deed for said land. That said Mary Bowdle deceased without having completed her said contract and said note is now due and owing and said Beck is ready to pay the amount due when he can obtain title to said land. Your petitioner further States that Wm Eustain Mary Busick Benjamin Bowdle Samel Bowdle George Bowdle & Nancy Spurgin whom your petitioner prays may be made defendants to this Bill of his are Heirs at Law. Your Petitioner further States that he was duly appointed administrator of the estate of the said Mary Bowdle on the 21st day of December 1839 by the Court of Common Pleas in and for said County. which fact a copy of his letter he ante affixed will more fully exhibit. Your Petitioner therefore prays the order of the Court that he may be empowered to complete said contract and convey said land to said Beck according to the true and effect of said penal bond & shall as in duty bound &c

Said bond read in the words and figures following to wit Know all men by these presents that I Mary Bowdle of the County of Union and State of Ohio am held and firmly bound unto Virian Beck in the penal sum of Four hundred dollars to the payment of which I bind myself my heirs Executors & Administrators and assigns jointly and severally firmly by these presents Sealed with my seal May 24th 1839

The Condition of this Obligation is such that whereas the said Mary Bowdle has this day sold unto the said Virian Beck fifty acres of land out of Survy No 5678 being the land formerly owned by Clark Jones for the sum of two hundred & fifty dollars. Fifty dollars the said Beck has in hand paid and one hundred and fifty dollars to be paid Dec 12. 1839 Now if the said Mary Bowdle does make and convey unto the said Beck a deed for said land by the 12th day of Dec 1839 then this obligation to be null and void otherwise to remain in full force and virtue in law as Witness my and seal May 24. 1839 (Test Samel Beck) Mary her mark Bowdle (Seal)

And afterwards to wit on the 3d day of March 1840 the following writ of Subpoena issued to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting We command you to summons William Eustain Mary Busick Benjamin Bowdle Samuel Bowdle George Bowdle & Nancy Spurgin to appear before the Honorable the Judges of the Court of Common Pleas within and for the County aforesaid at the Court house in said County on the 19th day of May next to answer the matters and charges contained in a petition in Chancery exhibited against them by James Spurgin And this they shall in no wise omit under the penalty of one thousand dollars And have you there then this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house in Marysville this 3 day of March 1840 James H. Gill Clk

Which said writ was returned May 11 1840 as follows to wit. "Served by delivering a certified copy to Samuel Bowdle & Nancy Spurgin. Benj. Bowdle George Bowdle Wm Eustain and Mary Busick not found. R. Clark Sheriff

And afterwards to wit on the 25th day of May 1840 Same writ issued to the Sheriff of Madison County and returned June 30 1840 as follows to wit June 23. 1840 Served Benjamin Bowdle personally by copy & George Bowdle & Mary Busick by leaving copy at their Residence & the other defendants not found in the County. Wm Jones S. M. C.

Same afterwards to wit on the 26th day of October 1841 Same writ issued to Sheriff of Madison Co and returned Oct 28 1841 "Served the within named Wm Eustain by leaving a copy with his wife at his residence the other defendants not to be found Oct 27. 1841 Wm M. Davidson Sh'ff M. County

and afterwards to wit on the 7th day of July 1840 on motion P. B. Cole was appointed Guardian ad litem for George Boarde minor heir of Mary Boarde decd and thereupon the said Cole appeared in open Court and accepted said appointment. It is also on motion to the Court ordered that notice of the pendency of this suit and of the object of the bill be published for three consecutive weeks in the Union Star a newspaper published in Union County previous to the next Term of this Court to which term this cause is continued. And afterwards to wit on the 8th day of July 1840 said P. B. Cole files his answer as follows to wit. The answer of George Boarde an infant defendant to the bill of complaint James Spurgin Admr of Mary Boarde decd And the said defendant by his Guardian ad litem and for answer to says that he is an infant and wholly ignorant of all the matters contained in said bill. But have understood the matter and things contained in said bill and therefore prays the Court to protect his rights

George Boarde by P. B. Cole his Guardian ad litem

And afterwards to wit on the same day and year first herein a petition James Spurgin Administrator of Mary Boarde dec. filed his petition praying an order of this Court authorizing a deed to be made by him as such Administrator on the part of the heirs of the said Mary Boarde to Vivian Beck in pursuance of a contract in the said petition mentioned. And the Court being fully advised in the premises and having been satisfied that said contract was duly made and has been fully complied with on the part of the said Vivian Beck as alleged in said Petition, do order the said James Spurgin Administrator aforesaid to make Execute and deliver a deed in fee simple for the premises in said Petition described for and in behalf of the heirs of the said Mary Boarde to the said Vivian Beck according to the Statute in such case made and provided

Attest James H. Gill Clerk

Edward P. Johnson
vs
Alfred Heacock & Thos

Heard before the Hon Joseph R. Chrisfield Esqr President and the Hon Caesar A. Nicholas Nathaniel Hathaway and Silas Gathony his Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand Eight hundred and forty one. Be it remembered that heretofore to wit on the 7th day of April 1841 the complainant by J. H. Powell his attorney filed his Bill in Chancery as follows to wit. To the Judges of the Court of Common Pleas for the County of Union in Chancery sitting Your orator Edward P. Johnson of said County respectfully represents that sometime in the month of April 1839 your orator sold to Alfred Heacock now of Harrison County a tract of land situate in said County of Union herein after more particularly described, and in pursuance of such sale, your orator and the said Heacock entered into a written contract for the sale of the said Land dated the 11th day of April 1839 and signed and sealed by both of the said Parties and now here to shown to the Court. by which written agreement your orator sold the said land to the said Heacock for the sum of $6.00 per acre of which purchase money the said Heacock was to pay your orator the sum of $300. down and the residue when your orator should execute to the said Heacock a deed with a relinquishment of dower but to pay two thirds of the purchase money within twenty upon the execution of your orator own deed the same $300 to be included in the said two thirds and the residue or remaining one third to be paid upon the relinquishment of dower. the said land was to be surveyed by your orator and accordingly afterwards in the said month of April 23d day 1839 your orator procured said land to be surveyed and was found to contain 295 acres and the same is thus described. situate in Millcreek Township in said County beginning at a Stake in Millcreek road corner to land bargained to Miles Skinner, thence with the said road N. 35. W 8 poles & 6 links to a Stake said Skinners corner. thence with the said Skinner line S. 86. 80 poles to a back and sugar tree corner of said Skinner thence N. 81° 35' E. 144 poles to two sycamore wood & sugar tree all down

Thence N. 7° W. [illegible] stake. thence with [illegible] of the Columbus [illegible] creek converging [illegible] thirds of the purchase [illegible] leaving the [illegible] and your orator [illegible] said Heacock [illegible] said purchase [illegible] further requiring [illegible] in fee to Edward [illegible] of the said land [illegible] the delivery of the [illegible] orator. [illegible] made defendant [illegible] and that they [illegible] purchase money [illegible] on the said [illegible] and that [illegible] shall be appointed [illegible] And afterwards [illegible] State of Ohio [illegible] you summoned [illegible] Pleas in and [illegible] day of Next [illegible] Next against [illegible] the penalty of [illegible] James H. Gill [illegible] Eighth day of [illegible] 13th day of [illegible] leaving a certified [illegible] And afterwards [illegible] County whereupon [illegible] this writ [illegible] Wm Cady [illegible] aforesaid [illegible] and the defendant [illegible] The Court [illegible] taken for confession [illegible] the sum of [illegible] for the same [illegible] the said Edward [illegible] to the said [illegible] Edward P. [illegible] upon said judgment [illegible] not be made [illegible] the Sheriff [illegible] by the sale [illegible] the said [illegible] said term [illegible] be made [illegible] Attest [illegible]

thence N. 7° W. 18½ poles to a Stake in the Columbus Road thence with said road N. 5° W. 44 poles to a stake. thence with the angle of said road N. 8½° W. 44 poles crossing Millers Road to the centre of the Columbus Road. And your orator thereupon executed his deed to the said Heacock conveying to him in fee the said land and received from the said Heacock the two thirds of the purchase money including the said $300. amounting to the sum of $786.67 leaving the sum of $393.33 to be paid upon the execution of the relinquishment of dower. And your orator afterwards to wit on the first day of October 1839 offered to execute to the said Heacock in due form a relinquishment of dower upon the payment of the residue of the said purchase money which the said Heacock absolutely refused to pay. And your orator further represents that the said Heacock has sold the said land and conveyed the same in fee to Edward Norris of the said County of Fayette who is now in the use and occupancy of the said land who also refuses to pay the said Residue of the said purchase money upon the delivery of the said relinquishment of dower in due form executed by the said your orator. Your orator therefore prays that the said Alfred Heacock and Edward Norris be made defendants hereto, and that they and each of them be decreed to pay to your orator the said residue of said purchase money and interest thereon and in default thereof that the same be a lien on the said land and the said land subject to the payment thereof & sold & that your orator have such other and further relief in the premises as shall be agreeable to equity and good conscience & your orator will ever pray &c. Pault & Comegys

And afterwards to wit on the 5th day of April 1841 The following writ of subpoena issued to wit

State of Ohio Union County ss. To the Sheriff of said County Greeting. We command you that you summon Alfred Heacock and Edward Norris to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of Next Term to answer the matters and charges contained in a bill in Chancery exhibited against them by Edward V. Johnston and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court at the Court House in Marysville this eighth day of April A.D. 1841 James H. Gill Clerk. And afterwards to wit on the 13th day of April 1841 The Sheriff returned said writ as follows to wit Served by leaving a certified copy at the residence of Edward Norris April 12 1841 W. Wilson Sh'ff And afterwards to wit on the 24th day of June 1841 Same writ issued to Sheriff of Hamilton County which said writ was returned Nov 3. 1841 "August 12th 1841 I served this writ on the within named by leaving at his house a certified copy of the writ Wm Cady Sheriff. And afterwards to wit on the same day and year first herein aforesaid. The cause came on to be heard upon the bill exhibited and testimony and the defendants still failing to appear and plead answer or demur to the said bill The Court in consideration of the premises do order and decree that the said bill be taken pro confessed and that the said Alfred Heacock pay the said Edward V. Johnston the sum of Four hundred and forty one dollars (the residue of the purchase money for the lands described in the bill still due from the said Alfred Heacock to the said Edward V. Johnston and interest thereon since the decree of course as against the said Heacock) within ten days and that in default thereof that the said Edward V. Johnston have execution therefor against the said Heacock as upon judgments at law and in case the said money and interest and costs cannot be made on said execution, then that the Executive do command the Sheriff to levy and make such money interest and costs of the residue thereof by the sale of said land and premises described in the said bill, and that the said Alfred Heacock also in the same manner pay the costs of this said cause at $ and in default thereof that the same be made by Execution aforesaid.

Attest James H. Gill Clerk

J. R. Swan

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Pleas before his Hona Joseph R Swan Esqr President and
John Cassil Nicholas Hathaway and Silas G Strong his
Assistant Judges at a Court of Common Pleas begun and
holden at the Court house in the Town of Marysville
within and for the County of Union and State of Ohio on the three day of
November in the year of our Lord one thousand eight hundred and forty one.

Be it remembered that heretofore to wit on the 18th day of May 1840 the complain
ant by W. C. Lawrence and P. B. Cole his attorneys filed his Bill in Chancery
in the words and figures following to wit: To the Honorable the Judges of the Court
of Common Pleas in and for the County of Union when in Chancery sitting
Your orator Jesse G Mott of the County of Champaign and State of Ohio com
plaining would represent unto your Honors that some time about
the year 1830 your orator by title bond purchased of Silas G Strong a certain
parcel of land lying on the waters of Blues creek in Leesburg Township con
taining 105 acres being part of Survey No 5506 beginning at two beeches and
the north east corner of Lot No 6 by subdivision thence N 80 E. 171 poles
6 links to two beeches and Iron wood and Sugartree thence S. 10 E. 100 poles
to an Iron wood and two beeches thence S. 80 W. 175 poles and two links to
three beeches thence N 70 45' W. 100 poles to the beginning. That your orator
had time on the back payments for the same and under the contract
aforesaid took possession of said land and improved the same by erecting
thereon comfortable log houses, clearing forty acres of the land fit for the plow
by planting a young orchard and enclosing the whole with a good rail
fence, digging wells &c whereby the same became greatly increased in value
Your orator would further represent that in the month of August 1834
one Bayly Hathaway (then in life but long since dead) from Cuyahoga
County this State purchased of your orator his right to said land and
for said land four hundred and twenty five dollars to be paid
in two months from date, that the said Hathaway executed his note to complainant
for said amount as will appear by the same now here to the Court shown. That said
Strong executed a deed to said Hathaway for said land and took from him a
mortgage dated on the 18th of September 1834 securing the balance of the purchase
money in January 1837 this mortgage was assigned to Jesse Butcher and on the
31st of March 1838 assigned by him to James Cluggage of said County of Union
and whom your orator prays may be made defendants to this bill. Your orator
further represents that Soon after he sold said land to said Hathaway said
Hathaway died entirely insolvent in the County of Cuyahoga and left nothing
whereby the sum due your orator or any part thereof could be paid by
Abbott his Administrator. Your orator further charges that said mortgage is
now in process of foreclosure in this Court against said Administrator by
said Cluggage. And by an order of this Court at last June for that purpose
has been sold by the proper officer and purchased by the said Cluggage. By
which purchase the said Cluggage is in possession of our Labor and entered
in said premises without having paid any purchase for the same. Your orator
further charges that of the Equitable lien of your orator on said
premises the said Cluggage had full and early notice and long before he
made said purchase That your orator by his agent repeatedly and in a humble
and peaceable manner requested the said Cluggage to pay your orator the amount
of said note as he should and he ought, but he wholly refuses so to do
thereof and in as much as your orator is wholly remediless at Common law
and can only be relieved in this Court where matters of this sort are lawfully
cognizable. Your orator prays that said defendants may be made to an
swer this bill upon his corporal oath particularly and that on final
hearing this Court would order and decree the payment of said promissory
by your orator. And that Your Honors would grant to your orator such

other and further relief as equity and good conscience may require and as in duty bound he will ever pray
&c Exhibit "W" to Complainants and P.B. Cole his Solicitors
Said agreement reads in the words and figures following to wit August 20 1836 This may certify that I have purchased of Jesse G. Mott right of land in Lasburg Township Huron County Ohio for which I promise to pay unto him the said J.G. Mott or bearer the sum of one hundred and twenty five dollars to be paid in good horses and sundry wagon dilience on the above named land within three months from this date it being for value received Witness Bayly Hathaway Albert D. Gallance Peter Lanphere. And afterwards to wit on the 15th day of May A.D. 1840 the following writ of Subpoena issued to wit State of Ohio Huron County ss The Sheriff of said County Greeting We command you to Summon James Clugage to be and appear before the Honorable the Judges of the Court of Common Pleas of said County at the Court House in Said County on the first day of the next Term to answer the matter and charges set forth in a bill in Chancery exhibited against him by Jesse G. Mott and this he shall in no wise omit under the penalty of one thousand dollars and have you then there this writ (Seal) Witness Volney H. Gill Clerk of said Court at the Court House in Norwalk this 18th day of May A.D. 1840 Vol H Gill Clerk. And afterwards to wit on the 19th day of May 1840 Said writ pursuant as follows to wit "Served by delivering a certified copy to defendant R Clark Sheriff." And after and to wit on the 26th day of June 1840 the defendant by A Hall his atty filed his answer as follows to wit
The Answer of James Clugage to a bill filed against him in the Court of Common Pleas in and for Huron County by Jesse G Mott. And the said Respondent now comes and for answer to the said bill of the said Complainant or so much thereof as he is advised is material for him to answer says that on the 21st day of March 1838 Respondent purchased by assignment of Silas Butler his Equitable interest in the land described in Complainants said Bill. That Respondent was then a Stranger in the County of Huron and found said Butler in possession of said land holding under an assignment of a mortgage executed by Bayly Hathaway to Silas G. Strong & seems as Respondent was informed the payment of the original purchase money due from Hathaway to Strong for said land which mortgage had been assigned by said Strong to said Butler at the time of said purchase the sum of $208.37/100 for his Equitable interest in said premises and took possession of the same. Respondent admits there were some small improvements upon the land at the time he took possession of the same, but Respondent expressly denies all knowledge of the former history of the purchase Sale or improvement of said land except what appeared of Record in the Records office in said County which said Respondent examined before purchasing to see that the land was free from all and every encumbrance. Respondent afterwards paid a large sum of money to wit the sum of $50.00 to the widow of the said Bayly Hathaway for a quit claim of her dower Estate in the land aforesaid and made large and valuable improvements thereon. Respondent further states that in the Spring of 1839 Respondent filed his Bill in this Court to foreclose said mortgage and that afterwards the said Jesse G. Mott by his Agent informed Respondent that complainant had been and in possession of said land and made some improvement thereon, and had sold his interest therein to said Hathaway and that $125.00 of the purchase money remained unpaid. Respondent then expressly states that this was the first information Respondent had, that complainant had ever been in possession of said premises or that such person as complainant was in existence. Respondent further admits that at the fall Term of this Court 1839 Respondent obtained a decree of foreclosure upon said mortgage the Court then and there ordering that the sum of $227.90 be paid by the Administrator and sum of Bayly Hathaway to Respondent in ten days from the date of said decree or that the same be sold &c. Respondent had been and was at the time said decree was made making valuable improvements on said premises and expected that he should be under the necessity of bidding in said land to satisfy said demand, or to continue his improve

ment subject to sale to some other person. Said premises was appraised at the sum of $450. and Respondent purchased the same at the sale thereof for the sum of $302. the balance of which sum now remains in the hands of R. Clark Sheriff of said County subject to the action of complainant. Respondent therefore prays that having thus fully shown that complainant has no equity in said premises or thereto shall be charged Respondent, that he may be dismissed with his costs and Respondent as in duty bound will ever pray &c. Attest &c. Ray

State of Ohio Union County ss. the above Respondent James Buggage being duly sworn says that the matters and things contained in the above answer to the bill of complaint of Jesse G. Nott so far as they purport to be stated of his own knowledge are true and so far as stated upon the information of others he believes to be true James Buggage

Subscribed and sworn this 7th day of October 1840 before me James H. Gill Clk and afterward to wit on the same day and year first herein aforesaid. This cause came to be heard upon the bill answer and exhibits and was argued by counsel on consideration whereof the Court do order and decree that the said bill stand dismissed with costs and that the said Jesse G Nott pay the same within thirty days and in default thereof that Execution issue therefor as on Judgments at Law

Attest James H. Gill Clk

J R Dean

James W Evans
&
Christian Goul
and Others

} Pleas before his Honor Joseph R. Dean Esqr President and John Cassil Nicholas Gaitskill and Silas G. Strong his Associate Judges at a Court of Common Pleas began and holden at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one Be it remembered that heretofore to wit on the 2nd day of Feb. 1841 the Complainant by Otway Curry Esqr his Counsel filed his bill in the words following to the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting. James W. Evans of the County of Union and State of Ohio respectfully represents that Christian Goul of the County of Champaign and State of Ohio (whose residence your orator prays may be made Defendant to this Bill) on the 9th day of January 1838 was siezed in fee simple of a certain lot of land known as Lot No 15 in the Town of Marysville in the said County of Union; And the said Christian Goul on the 9th day of January 1838 executed and delivered to Stephen M Cain of the said County of Union his Bond for a conveyance in fee of said premises; And the said Stephen M Cain on the 30th day of May 1837 executed and delivered to your orator his bond for a conveyance in fee of the said premises; in consideration of two notes of hand given to the said Stephen M Cain by your orator the one for two hundred and fifty seven dollars $257.00 payable November 1838 and the other for $212.00 payable May 1. 1838 (a copy of all of which aforesaid bond and notes of hand are herewith filed and made part of this bill) And the said Christian Goul at the October Term in 1840 of the Court of Common Pleas for said County of Union obtained a Judgment at Law against the said Stephen M Cain for the sum of two hundred and twenty one dollars = And the said Christian Goul on the 1 day of February 1841 executed and delivered to the said Stephen M Cain a conveyance in fee of the said premises. And W. W. Slate Sheriff of said County of Union to whom was issued an execution upon said Judgment obtained against him by the said Christian Goul and which execution bears date November 17. 1840 (and which said Sheriff W. W. Slate your orator prays may also be made defendant to this Bill) did on the 1st day of February 1841 proceed to levy said execution upon the said premises and the said Stephen M Cain to whom your orator had long previously paid the full amount of the said notes of hand executed and delivered to your orator a conveyance as

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fer of the said premises on the 1st day of February 1841 And your orator further represents that he is ready and willing to perform all things which your Honor in your premises may require him to do. In order to quiet him in the possession and enjoyment of said premises. Your orator therefore prays that a writ of Subpoena may issue against the said Christian Goul and W. W. Slate and that they may be compelled to answer all and singular the premises. And your orator prays that on the final hearing of this cause he may be quieted in the title and possession of the said premises upon the performance of such things as your honor may require at his hands, and that he may have such other and further relief as Equity and good conscience may require.
And your orator further prays that an injunction may be allowed to restrain the said Christian Goul from all further proceedings upon the said Judgment at Law and also to restrain the said W. W. Slate from in any wise proceeding with the said execution.
State of Ohio Union County ss James W. Evans being duly sworn deposeth and says that all the several matters and things therein set forth are true in substance and in fact.
Sworn to and Subscribed before me this 2nd day of February 1841 Chesley Curry (Seal) Mayor of Marysville
Which said writ was endorsed as follows to wit. I allow an injunction as prayed for in the bill to be continued until the further order of the Court and order the Plaintiff to give bond and security to the defendant in the sum of Four hundred dollars conditioned according to law Feb. 2nd 1841 John Eastin Associate Judge.
Title bond from McLain to Evans referred to read as follows to wit. Know all men by these presents that I Stephen McLain am held and firmly bound unto James Evans in the penal sum of nine hundred dollars to the payment of which I bind myself my heirs Executors and Administrators jointly and firmly by these presents Sealed with my seal and dated this 3rd day of May 1837. The condition of the above bond is such that whereas the above bounden Stephen McLain has this day sold unto the said Evans a lot of land known by inlot No 15 in the Town of Marysville for the sum of ($467.) four hundred and sixty nine dollars for which he has this day executed his two several notes one for 257 dollars payable the first day of December next and the other for 210 dollars payable the first day of May 1838 Now if upon the payment of the said two notes at the times specified if the said McLain doth make and convey the said property unto him the said Evans by good warranty deed, then this bond to be null and void otherwise remain in full force and virtue Stephen McLain Attest C. Wright. Said note read as follows to wit "On or before the first day of May 1838 I promise to pay Stephen McLain or order Four hundred and twelve dollars value rec'd May 3rd 1837 James W. Evans": "On or before the first day of November next I promise to pay Stephen McLain or order the sum of Two hundred and fifty seven dollars Value Received May 3rd 1837 James W. Evans" Copy of Title Bond from C. Goul to S. McLain read as follows to wit "Know all men by these presents that I Christian Goul am held and firmly bound unto Stephen McLain in the sum of Four hundred dollars lawful money to the payment of which well and truly to be made I bind myself my heirs executors and administrators firmly by these presents. Sealed with my seal and dated this 9th day of January A.D. 1838. The condition of the above bond is such that whereas the above bound Christian Goul has sold unto Stephen McLain inlot No 15 in the Town of Marysville with all improvements thereon for which said Stephen McLain has this day paid $225. and has this day executed his note for the further sum of Two hundred dollars payable to the said Christian Goul one day after the date. Now on the full payment being made by said McLain to said Christian Goul if said Christian does well and truly convey said lot with the privileges and appurtenances to said McLain by a good and sufficient General warranty deed then this bond shall be null and void. Else in full force and virtue in law and Equity Christian Goul (Seal)
Attest Silas G. Strong. And afterwards on the 3rd day of February 1841 the complainant filed his bond as follows to wit "Know all men by these presents that we James W. Evans and C. Lee are held and firmly bound unto Christian Goul and W. W. Slate in the sum of Four hundred dollars to the payment of which well

and Texts jointly and severally bind ourselves our heirs executors and administrators
to these presents with our seals and dated this 3d day of February A.D. 1841. The condition
of the above obligation is such that whereas the above named Jas. W. Evans has obtain-
ed an allowance of an injunction in the Court of Common Pleas of the County of Union
and State of Ohio to stay all further proceedings upon a Judgment obtained in the
same Court of Common Pleas by the said Christian Goul against Stephen M'Clain at
the October Term thereof 1840 for the sum of two hundred and eleven Dollars dam-
ages and the sum of $8.78 costs until the matter thereof can be heard in equity
Now if the said James W. Evans shall pay all moneys and costs due or to be-
come due from the said Stephen M'Clain in said Judgment at law and all
moneys and costs which shall be decreed against the said James W. Evans
in case said injunction shall be dissolved, then this obligation shall be void
otherwise in full force and virtue in Law Jas W. Evans (Seal) Cyprian Lee (Seal)
Approved by me Feb. 3. 1841 Jas. W. Gill Clerk And afterwards to wit on the
3d day of February 1841 the following writ of subpoena issued to wit The State of Ohio
Union County ss To the Sheriff of said County Greeting We command you to summon
Christian Goul and W. W. Slate to appear before our Court of Common Pleas in and
for the County aforesaid at the Court house in said County on the first day next
Term to answer the matters and charges contained in a Bill in Chancery exhibited
against them by James W. Evans and this they shall in no wise omit under
the penalty of one thousand dollars and have you there then this writ (Seal) Witness
James H. Gill Clerk of said Court at the Court House in Marysville this 3d day
of February A.D. 1841 James H. Gill Clerk And on the same day and year
last aforesaid came writ issued to Sheriff of Champaign County which writ now en-
dorsed Injunction allowed and bail Given James H. Gill Clerk, And afterwards
to wit on the same day and year last aforesaid the coroner of said County
of Union returned said writ with the following acknowledgment of service to wit
Feb. 3d 1841 Acknowledge service on the within writ W. W. Slate And afterwards to wit
on the 24th day of March 1841 the Sheriff of Champaign County returned said writ as
follows to wit Personally served on Christian Goul by copy Feb. 15. 1841 Slate fee 50 cts Johnston Sh'ff
And afterwards to wit on the 12th day of April 1841 W. W. Slate filed his answer as follows
The Hon. Judges of the Court of Common Pleas of Champaign County in Chancery sitting. The answer
of Wm. W. Slate to complainant James W. Evans Bill against Christian Goul & this
Respondent. This Respondent for answer comes and says that the matters and things charged
in said Bill against this Respondent in substance are true. That on the first day
of February A.D. 1841 this Respondent had by virtue of his office had an execution in
favor of said Goul and against the said Stephen M'Clain which execution was duly
upon in let No 15 by the order and direction of the said Goul who was plaintiff
in said execution. That said levy was made about 1 o'clock P.M. of said day and
this Respondent as Sheriff proceeded to advertise said lot agreeable to the require
ments of the Statute in such cases made and provided. And this Respondent
denies all fraud, but was governed with honest motives in the legal discharge
of his duties official duties) prays to be dismissed with his reasonable costs W. W. Slate
Sworn to and subscribed this 13th day of April A.D. 1841 James Evans J.P.
And afterwards to wit on the 14th day of April 1841 the motion to dissolve the injunction
in this case is overruled by the Court and this cause is continued. And after-
wards to wit on the 5th day of August 1841 C. Goul by W. C. Fourman his atty files his
motion as follows to wit. This defendant now comes and for answer say that he admits the
charge in said bill contained so far as the title and sale of said lot is stated but charges
that before complt bought of Beecher he well knew the lien of said defendant on said
property for the purchase money. And this defendant here charges that the subject
matter of the Judgment in favor of this defendant vs S. M'Clain was a part of
the purchase money due this defendant from said M'Clain for the said lot
and that the levy was made on the said property before the same was due
& complt. This defendant further charges that he is informed and believes

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that he the defendant is without remedy as to the collection of his Debt due to them for said Lot unless he can hold the lien upon the same. in consequence of the inability of the said Wm Wood to pay the same and having thus fully answered he prays to be dismissed with his reasonable costs &c & Good By W. Lawrence his Sol.

State of Ohio Union County ss Personally appeared Christian Good the being duly sworn says that the matters and things in the foregoing answer contained in so far as to him are true to the best of his knowledge and belief Christian Good Sworn to and subscribed before me this 10th day of June 1841 Wm H Grant N.P. And afterwards to wit on the same day and year first herein aforesaid This cause came on to be heard upon the bill answer and exhibits and was argued by counsel on consideration whereof the Court do order and decree that the injunction heretofore granted stand dissolved that said bill stand dismissed with costs and that the said James W Evans pay the costs herein expended taxed at $ that execution issue therefor as upon Judgments at Law within 30 days and in default thereof Attest James H. Pelt Clerk

J R Evans

Ward and Ross
vs
Wm W Wood

Pleas before his Honor Joseph R Swan Esqr President and John Cash & Nicholas Matheny and Silas Gifford his Associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the third day of November in the year of our Lord one thousand eight hundred and forty one.

Be it remembered that heretofore to wit on the 3rd day of May 1841 the complainants filed their Bill in the words and figures following to wit

To the Court of Common Pleas of the County of Union and State of Ohio in Chancery sitting James L. Ward and William Ross late partners under the name and firm of Ward and Ross represent that W. W. Woods of Union County Ohio (and whose your orators surety may be made defendant to this Bill) on the 22nd day of October 1839 bargained and sold to your orators the entire stock of goods which to the said W W Woods belonged at that time in the Town of Pleasant Valley in the County of Madison and State aforesaid. & the said W. W. Woods afterwards refused to deliver the whole stock of goods aforesaid to your orators. but to keep them and delivered to one Wm B. Beardsley goods of the value of one hundred and eight dollars and your orators gave to the said W W Woods their promissory notes for the value of the entire stock of goods aforesaid and have since paid the amount thereof excepting a sum less in amount than one hundred dollars for which last mentioned sum the said W W Woods has sued your orators and obtained a Judgment at Law before James Farmer a Justice of the peace of Paris Township in the County aforesaid and the said James Farmer has issued an execution upon the said Judgment which is now in the hands of Elam Hanby a constable of the Township aforesaid (and whose your orators surety may be made also defendant to this bill) And your orators have applied to the said W W Woods and requested him to deduct from the said notes the amount of goods delivered by him as aforesaid to said Beardsley. but he has refused to do so. and your orators cannot substantiate the agreement by virtue of which the said W W Woods is bound to make said deduction unless the same be discovered upon the oath of the said W W Woods Your orators therefore are wholly without remedy at law, and they therefore pray that a writ of subpoena may issue against the said W W Woods. and the said Hanby and that they may be compelled to discover all and singular the premises. and your orators further pray that on the final hearing of this cause the said Judgment at Law may be set aside, and that the said W W Woods may be decreed to pay to your orators such part of the one hundred and eight dollars aforesaid as shall be found over and above the amount of the Judgment aforesaid together with such damages as your orator may have sustained by reason of the premises

and that your orator may have such other and further relief as equity and good conscience may require. And your orator further pray that an injunction may be allowed to restrain the said W.W. Woods from all further proceedings upon the said Judgment at law, and to restrain the said John Hanby from issuing any writ proceeding with the said execution. State of Ohio Union County ss. We James L. Ware and William Ross being duly sworn depose and say that the several matters and things which are stated in the foregoing Bill as from the information of others are believed to be true. And that all the several other matters and things therein set forth are true in substance and in fact James L. Ware. William Ross Sworn to and subscribed before me this 28th day of April A.D. 1841 Wm. H. Frank P.

Which said Bill was endorsed as follows to wit, Allow an injunction as prayed for in this bill to be continued until the further order of the Court. And order the Plaintiff to give bond and security to the defendant in the sum of $200.00 conditioned according to law Silas Fitting. Whereupon the said complainants filed their bond as follows to wit. Know all men by these presents that We James L Ware and William Ross and Wm. H. Frank are held and firmly bound unto W.W. Woods in the sum of Two hundred Dollars to the payment of which we bind ourselves our heirs Executors and Administrators sealed with our seals and dated this 8th day of May A.D. 1841. The condition of the above obligation is such that whereas the above named James L Ware and William Ross have obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a Judgment obtained before James Gunn Esq a Justice of the peace in and for Paris Township in Union County for a sum less than one hundred dollars until the matters may be heard in Chancery Now if the said James L. Ware and William Ross shall pay all moneys due or to become due from them the said James L. Ware and William Ross in said Judgment at law and all moneys and costs which shall be decreed against them in case the said injunction shall be dissolved. Then this Obligation shall be void otherwise remain in full force and virtue in Law James L Ware (seal) Wm Ross (seal) Wm H. Frank (seal)

And afterwards to wit on the 8th day of May 1841 the following writ of subpoena issued to wit

The State of Ohio Union County ss To the Sheriff of said County Greeting. We command you that you summon W.W. Woods and John Hanby to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the 1st day of August next to answer the matters and charges contained in a Bill in Chancery exhibited against them by James L. Ware and William Ross and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court House in Marysville this 8th day of May A.D. 1841 James H. Gill Clerk

And afterwards to wit on the 12th day of May 1841 the Sheriff returned said writ executed by delivering a true copy to each of the defendants April 9th 1841 W. W. Woods Sheriff

And afterwards to wit on the same day and year first herein aforesaid. Bill dismissed as per agreement of parties. It is therefore ordered that the complainants pay the costs herein taxed at Dollars cents in sixty days or in default thereof that execution issue therefor

Attest James H. Gill Clerk

Wm W. Woods
vs
Samuel Benton

Pleas before his Honor Joseph R. Shaw Esqr President and John Castle Nicholas Hathaway and Silas Fitting his associate Judges at a Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union State of Ohio on the third day of November in the year one thousand eight hundred & forty one

Be it remembered that heretofore to wit on the 22nd day of January 1841 the W.W. filed his Bill in Chancery as follows to wit To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting.

W. W. Woods of the County of Vinton and State of Ohio represents that Samuel Benton of the County of Champaign and State aforesaid (and whom your orator prays may be made defendant to this Bill) had in his possession on the 29th day of ~~January~~ December in the year 1838 a promissory note for the sum of Seventy two dollars and fifty cents. dated on the 7th day of February in the year 1838 payable to Samuel Benton or bearer Six months after the date thereof signed by C.B. Bissel A. Hall and Samuel Bradford and bearing upon the outside thereof an endorsement of credit to the Amount of Two dollars and fifty cents. And the said Samuel Benton on the said 29th day of December in the year 1838 requested your orator to take the said promissory note and endeavor by Suit at Law or otherwise to collect the Amount thereof from the said Signers thereof. and the said Samuel Benton proposed at the same time; that your orator should attend to the collection of the said promissory note for him (the said Samuel Benton) and that for the agency of your orator touching the collection of the said promissory note, your orator should charge a reasonable compensation which he the said Samuel Benton would allow. And your orator acceded to the request and proposition aforesaid; and received the said promissory note for collection & gave the said Samuel Benton a receipt for the said promissory note containing a clause by which your orator was bound "at all events to return the note or the Amount of money" A copy of which receipt is herewith filed and made a part of this bill, Your orator further represents that he did commence an action at Law upon the said promissory note before Ira Wood a Justice of the peace in and for the County aforesaid; But inasmuch as was well believed both by your orator and other Judicious and disinterested persons, that there was but small probability that the said promissory note could be collected, your orator did therefore consent to receive from C.B. Bissel one of the makers of the said promissory note and in part payment thereof, a certain other promissory note made by A. G. McClenday & Co of the County of Licking & State of Ohio payable to the said C.B. Bissel to the amount of Sixty dollars and dated on the 15th day of January 1839 And the said Ira Wood on the trial of the said suit instituted by your orator upon the said promissory note for seventy two dollars and fifty cents Signed by the said C.B. Bissel A. Hall and Samuel Bradford did allow as an offset against your orator the said promissory note to the amount of Sixty dollars Signed by the said A.G. McClenday & Co and the said Ira Wood after allowing said offset against your orator, on said trial, gave a Judgment in favor of your orator to the amount of nineteen dollars and seventy eight cents, which Judgment now remains (at the time of the filing of this Bill) unsatisfied, and the aforesaid promissory note for Sixty dollars Signed by A.G. McClenday & Co assigned by your orator to Thos Moore a Justice of the peace in and for the County of Licking aforesaid, for collection; And the said Thos Moore issued process in behalf of your orator against A.G. McClenday & Co. and gave a judgment in favor of your orator against the said A.G. McClenday & Co. on the said promissory note for Sixty dollars Signed by the said A.G. McClenday & Co for the full amount thereof. And your orator represents that although the said A.G. McClenday & Co. are responsible persons, Still the said Judgment so rendered against them remains, at the time of the filing of this Bill, unsatisfied because there property which has been taken in execution by virtue of said Judgment to vendere against, have could not be sold for want of bidders. And your orator therefore represents that he has as far as was possible Complied with the terms of the true original contract made between himself and the said Samuel Benton as aforesaid on the said 29th day of December in the year 1838 touching the collection of the said promissory note Signed by the said C.B. Bissel A. Hall and Samuel Bradford, and that he is now ready as far as possible to comply with the terms of the said contract. And your orator further represents that the said Samuel Benton since your orator before Wm H. Frank a Justice of the peace in and for the County of Vinton aforesaid upon the said receipt given by your orator to the said Samuel Benton for the said promissory note Signed by C.B. Bissel A. Hall and Samuel Bradford and Attached

judgment upon the said receipt before the said William H. Frank on the 15th day of May 1840 for the sum of Sixty Six dollars & five cents per which amount & costs of suit and execution was issued by the said William H. Frank against your orator on the 16th day of January 1841 and which execution is, at the time of the filing of this bill in the hands of John Hanby a constable of the Township of Paris in the said County of Union (and whose your orator prays may also be made defendant to this bill) And your orator represents further that at the time of signing the said receipt by virtue of which the said Samuel Benton obtained the said Judgment for the said sum of Sixty Six dollars and five cents He was wholly mistaken as to the legal effect thereof. & did in fact think that the said receipt would bind him (your orator) only to truly endeavor to collect said promissory note signed by C. B. Cissel A. Hall and Samuel Bradford by suit at Law to be thereof for the said Samuel Benton and that not at the risk of your orator Such being as is well known to the said Samuel Benton the original intention and construction of the agreement between your orator and the said Samuel Benton made on the said 27th day of December 1838 touching the collection of the said promissory note signed by the said C. B. Cissel A. Hall and Samuel Bradford. Your orator therefore being wholly without remedy at Law. prays that a writ of subpoena may issue against the said Samuel Benton and the said John Hanby, and that they may be compelled to answer all and singular the premises, And your orator further prays that, on the final hearing of this cause, the unjust agreement contained in said ~~contract~~ receipt upon which the said Samuel Benton obtained judgment as aforesaid against your orator by on the said William H. Frank may be decreed to be cancelled and set aside, and that the parties thereto may be decreed to observe and abide by the true original agreement according to what is herein before shown to have been the intention of the said Samuel Benton and your orator at the time of signing the said Receipt, on the said 27th day of December 1838 And that your orator may have such other and further relief in the premises as equity and good conscience may require, And your orator further prays that an injunction may be allowed to restrain the said Samuel Benton from all further proceedings upon the said Judgment at Law obtained as aforesaid against your orator by the said Wm H. Frank and to restrain the said John Hanby from proceeding in any wise against your orator by virtue of the said Execution issued upon said Judgment

The State of Ohio Union County ss. I W. W. Woods being duly sworn depose and say that all the several matters and things above set forth in the foregoing bill as from the information of Wm Shelton I believe to be true and the several other matters and things therein set forth are true in substance and in fact W W Woods

Sworn to and subscribed before me this 18th day of January AD. 1841 Wm H. Frank J.P.

Said bill endorsed as follows to wit Allowing injunction as prayed for in the bill to be continued until further order of the Court. and order that Pltff to give bond and security to the Deft in the sum of $150.00 Dollars conditioned according to law. Jan 18. 1841 Silas G. Strong

Copy of said Receipt as above specified and as follows to wit. Rec'd. Marysville December 27th 1838 of Samuel Benton one note given by Cissel and Hall secured by Samuel Bradford calling for Seventy two dollars and fifty cents, and two and fifty cents received on the within note. and this is to testify that I W. W. Woods promise to return the note or that amount of money W W Woods

I certify that the above is a true copy of the original receipt now on file in my office Given under my hand and seal this 19th day of January AD. 1841 Wm H. Frank J.P. (seal)

I admit all the above allegations W. G. Lawrence Sol for Defts

And afterwards to wit on the 22nd day of January 1841 the Complainant presented herein in the words and figures following to wit Know all men by these presents that we W W Woods and Francis Stillings are held and firmly bound unto Samuel Benton in the sum of one hundred and fifty dollars to the payment of which we jointly and severally bind ourselves our heirs executors and administrators

Sealed with our seals and dated this 2nd day of Jany 1841. The condition of the above Obligation is such that whereas the above named W W Woods has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a Judgment obtained on the Docket of Wm H. Hawk a Justice of the peace in and for the County of Union State of Ohio on the 15th day of May A.D. 1840 for the Sum of Seventy Six dollars and five cents and costs / said Judgment was obtained by said Samuel Benton against the said W W Woods / until the matter thereof can be heard in equity. Now if the said W W Woods shall pay all moneys and costs due or to become due from him the said Woods in said Judgment at Law and all moneys and costs which shall be decreed against the said W W Woods in case said injunction shall be dissolved. then this Obligation shall be void otherwise in full force and virtue in Law

Approved by me
James H. Gill Clerk

W. W. Woods (Seal)
Alex Sattenfield (Seal)

And afterwards to wit on the 22nd day of January 1841 the following Subpoena issued, one copy to the Sheriff of Union County and the other copy to the Sheriff of Champaign County to wit
The State of Ohio Union County ss / To the Sheriff of said County Greeting We command you to Summon Samuel Benton and John Hurley to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said County on the first day of next Term to answer the matter and charges contained in a Bill in Chancery exhibited against them by W W Woods upon a which has been allowed an injunction staying further proceedings on a Judgment obtained on the Docket of Wm H. Hawk a justice of the peace for said County on the 15th day of May A.D. 1840 for the sum of $76.05 cents in favor of the said Samuel Benton and against the said W. W. Woods and this they shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court of Common Pleas at the Court house in Marysville this 22nd day of Jany 1841 Jas H. Gill Clerk

Which said writ was returned forthwith. Service by Copy on John Hurley Samuel Benton not found in Union County W. W. Slate Sheriff. And afterwards to wit on the 2nd day of June 1841 the Sheriff of Champaign Co. returned said copy directed to him. Served personally on Saml. Benton. John Hurley not found. John Caven Sh'ff per R.B. Caldwell Dpt.

And afterwards to wit on the 5th day of August 1841 the Defts by W. G. Summers their Counsel filed their demurrer as follows to wit. And the said Benton comes and demurs to said Bill of the said Wm W Woods and for cause of demurrer shows that the said Woods by his Bill hath not made such a case as entitles him to any relief against him the Deft whereof and for other good causes he the said Benton demurs to his said Bill and prays the Judgment of the Court whether he shall be compelled to make any further or other answer to said Bill and that he may be dismissed with his costs By W. G. Summers his Sol.

And afterwards to wit on the same day and year first herein aforesaid the injunction having been dissolved and the bill entered at April Term Union Com Pleas 1841 This cause came on to be heard upon the bill exhibits and testimony in consideration whereof it is ordered adjudged and decreed by the Court that the said bill stand dismissed with costs and that the said W W Woods pay the costs herein taxed at $ within thirty days and in default thereof that execution issue therefor as upon Judgments at Law

Attest J. H. Gill Clerk

J R Lyman

Silas L. Strong
v
Samuel Clark
M Timmons Daniel
Samuel Benton
Clinton Bank of
Columbus

Be it remembered that upon this 4th day of November A.D. 1841 before the Hon Joseph R. Swan Esq President and John Castle & Nicholas Hathaway and Silas L. Strong his Associate Judges at a Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the 1st Monday the third day of November in the year of our Lord one thousand eight hundred and forty one. Be it remembered that heretofore to wit on the 17th day of July 1840 the complainant filed his Bill in Chancery in the words & figures following to wit

To the Judge of the Court of Common Pleas in and for the County of Union in Chancery
Sitting. Humbly complaining your orator Silas G. Berry of said County respectfu
sheth your honor that on the 3rd day of October A.D. 1837 The President Directors and
Company of the Clinton Bank of Columbus recovered judgment against your orator
and others upon the Law Side of this Court for the sum of $12.18.50. That on the fourth
day of May 1838 an execution issued upon said judgment which was levied
upon inlots Nos 30. 31 & 42 & out lot No 2 in Town of Marysville Union
County O. which said lots were appraised by the oaths of Ambrose Burke
Sidney Gilbert & Alexander Pollock at the sum of $2.500. to wit inlots Nos 30.31
& 42 at $500 and out lot No 2 at $2000 which said execution was return
ed no Sale for want of Bidders. That on the 9th day of March 1838 Your orator
paid to M. S. Gilbert one of the attorneys of said Bank the sum of Two
hundred dollars upon said Judgment. That subsequently on motion said
appraisement was set aside by the Court and on the 14th day of November 1838
two Alias venditioni exponas issued upon said Judgment. and said
inlots re appraised at $1450 & out lots Nos 30. 31 & 42 at $350. and
out lot No 2 at 1100 $ that on the 12th day of July 1839 Your orator paid
to Brush and Gilbert Attorneys for Plaintiffs one hundred and fifty
dollars. and on the 13th day of the same month the further sum of 50$
upon said Judgment. That on the 9th day of October 1839 an Alias
Pluries venditioni exponas with a Levy Facias issued to Ransom
Clark Sheriff of said County whom your orator prays may be made one
of the defendants to this bill which was levied by said Sheriff upon 365 acres
of land part of Survey No 2782 in Union County Ohio which was appraised at
Four dollars per acre which said writ was returned not Sold for want of bidders.
Your Petitioner further States that on or about the 25th day of May 1840 Brush
and Gilbert had in their hands the sum of 117$ money collected for your orator
and your orator by agreement with Samuel Brush one of the Plaintiffs
Attorneys (whom your orator also prays to be made defendant to this bill) in
said Judgment and active member of the firm of Brush and Gilbert do-
ing the business of the firm exclusively in Union County for said Bank
applied the said 117$ money in the hands of Brush & Gilbert towards the
payment of the aforesaid Judgment in consideration that the said
Brush then and there agreed & promised your orator that no venditioni
exponas should issue against your orator upon said Judgment during the following vacation
between the terms of this Court. your orator thereupon agreed that said 117$ should be applied
upon said Judgment, and it was so applied. and the said Brush agreed and
promised as aforesaid Your orator relying in good faith upon the said promises
of B. Brush gave himself no further uneasiness upon the subject. But so it was
as your orator has been informed & verily believes the said Ransom Clark Sheriff
aforesaid and Samuel Brush one of the attorneys for the Plaintiff in said Judgment
combining together to injure and defraud your orator and cause said land
to be sold contrary to your orators belief and expectation. The said Clark made
application to the Acting Deputy Clerk of said County informing him that he must
have a writ issued upon said Judgment immediately or he could not advertise
and sell the same and persuaded the said acting deputy Clerk to issue
a venditioni exponas upon said Judgment on the 4th day of June 1840 and
the said Sheriff advertised your orators said property for sale on the 7th
day of July 1840 Your orator further States that having important business
in the United States Court then in Session in the City of Columbus in
this State and still having confidence that the said Brush would
act in good faith with your orator and order said sale to be stayed
when the same came to his knowledge, left the County of Union previous
to said Sale and remained absent for several days during which
time said Sale took place. But so it was the said Ransom Clark

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A.D. 1840
The following
jurisdiction

Sheriff as aforsaid & Said Bush forth combining and confederating to them to injure and defraud your orator Combine with Robt McElvain and Edgar Hamett as your orator is informed, and whom your orator prays may be made defendants to this bill, vilely believes to sell said land at but a few cents more than two third its appraised value as your orator is informed & verily believes the said Robt McElvain and Edgar Harriott sent the bid to said Sheriff in writing, and if the said Clerk cried said bid at all publicly he must as your orator is informed have done so in a low voice & for but a short time & that too during the time when this Court was in session. and the attention of all those who were not party to this fraudulent transaction was drawn to the business of this Court, Out Lot No 2 was then sold to the said Robt McElvain and Edgar Hamett for the sum of 73.4$ as in a fraudulent manner contrary to the express verbal agreement between your orator and said Samuel Bush attorney for said Bank, and as your orator believes at a secret and clandestine sale made by said Clerk. Said sale was immediately on motion in the absence of your orator confirmed by said Court and said Clerk ordered to make a deed for said Out Lot No 2 in Marysville. Your orator therefore prays that in as much as he has no remedy upon the law side that the said Ransom Clark Samuel Bush Robt McElvain and Edgar Hamitt may be compelled to answer upon their corporal oaths all and singular the matters and things contained in this bill that the said Clerk answer whether he did not make application to the deputy Clerk for said Vendi. and urge the said Clerk to state the same whether he did not receive the bid of said McElvain and Hamitt in writing some time previous to said sale and whether he did not offer said land for sale during the actual sitting of Court in a low voice. Strike the same off in less than one minute time to prevent fair bidding upon said land. The said Bush may answer whether he did not as attorney for said Bank make an agreement with your orator to stay proceedings upon said Judgment until after the subsequent term of this Court upon the payment of the said 117$ and whether under the arrangement by which said sale was made he did not receive from James E. Hamitt or Robt McElvain for Robt McElvain and Edgar Harriott in part part payment of the amount of the purchase money a note given by James E. Harriott with security and how much said note called for whether the bid of said McElvain & Harriott was not made in writing & whether (if he know) was said bid and the sale of said land made by public outcry or in a low voice and great haste, And that said McElvain answer whether he has any interest in said land except to permit his name to be used. whether the bid was not made in writing & not publicly cried. And that said Edgar Harriott answer whether he knew aught of said purchase, whether he ever gave his consent thereto or suffered his name to be used together with his consent if so how said bill was made whether in writing or verbaly. Your orator further prays that a writ of injunction may issue that Ransom Clark Sheriff of said County may be enjoined from executing a deed to said McElvain and Edgar Hamitt for said Out Lot No 2 in the Town of Marysville so sold on the 7th day of July 1840 and a final hearing of this cause said sale may be set aside. and that that your orator may have such other relief in the premises as Equity and good conscience may require & your orator as in duty bound will ever pray Silas G Strong

State of Ohio Union County ss Silas G Strong being duly sworn ~~says~~ according to law deposeth and saith that the statements contained in the within bill of complaint of the said Silas G Strong vs Ransom Clark Samuel Bush Robt McElvain & Edgar Hamitt so far as stated from his own knowledge are true and so far as stated from the information of others he believes them to be true

Silas G Strong

Sworn to and Subscribed this 15th day of July A.D. 1840 before me James M. Wilkison Clerk com in Cly for Union County

The following endorsement was entered on said Bill Court July 16th 1840 Allowance of injunction to issue in this case as prayed for in the bill by complainant Giving

bond and security to the acceptance of the Clerk in the sum of Two hundred dollars [illegible]
And afterwards to wit on the 17th day of July 1840 the complainant filed his bond in the
words and figures following to wit. Know all men by these presents that we Silas G Strong
and W W Slate are held and firmly bound unto Ransom Clark Samuel Bush
Robert McClain and Edgar Hamlett in the sum of Two hundred dollars to the payment
of which well and truly to be made we jointly and severally bind ourselves our heirs
executors and administrators firmly by these presents Sealed with our Seals and
dated this 17th day of July A.D. 1840. The condition of the above obligation is such
that whereas the above named Silas G Strong has obtained an allowance of an
injunction in the Court of Common Pleas of the County of Union and
State of Ohio to stay the execution of a deed and all further proceedings
on a Judgment obtained in the same Court of Common Pleas by the President
Directors &c of the Clinton Bank of Columbus against the said Silas G Strong
Marius Mason & Lee and Stephen McClain at the October Term of said
Court A.D. 1837 for the sum of two hundred and eighteen dollars and fifty
cents damages and $7.05 cts costs until the matter thereof can be heard in
Equity: Now if the said Silas G Strong shall pay all moneys and costs due or to
become due from him the said Silas G Strong in said Judgment at Law
and all moneys and costs which shall be decreed against the said
Silas G Strong in case said injunction shall be dissolved then this obli
gation shall be void otherwise to full force and virtue in law Silas G Strong (Seal)
Approved this 17th day of July 1840 Jas H Gill Clerk W W Slate (Seal)
And afterwards to wit on the same day and year last aforesaid the following writ of subpoena
issued to wit The State of Ohio Union County ss To Ethan George Lewis of said County
Greeting. We command you that you summon Ransom Clark Samuel Bush
Robert McClain Edgar Hamlett to appear before our Court of Common Pleas
of said County of Union on the sixth day of October next to answer a petition
in Chancery exhibited against them by Silas G Strong and this they shall
in no wise omit under the penalty of one thousand Dollars and have you then there
this writ (Seal) Witness James H. Gill Clerk of said Court at the Court
house this 17th day of July A.D. 1840 James H. Gill Clerk which said writ
was endorsed "Injunction allowed and bail given Jas. H. Gill Clerk" and after
wards to wit on the 6th day of October 1840 said writ was returned as follows to wit
Packwood Sheriff came and entered the appearance of E Hamlett one of Defts to this bill
W C Lawrence Atty for E. Hamlett." "Served by copy upon Ransom Clark &
Robert McClain Edgar Hamlett & Samuel Bush James L Ward Coroner
And afterwards to wit on the 7th day of Oct 1840 Ransom Clark filed his answer as follows
to wit. This Respondent for answer to said bill or so much thereof as he is advised
is material and proper for him to answer comes and says that it is true as in said
bill stated that this Respondent had a writ of venditioni exponas as in said
bill stated and it is true that this Respondent made a sale by order of said
writ. But this Respondent states that said sale was made fairly in every respect
that the property sold was sold at public outcry and an unusual time occupied
in effecting said sale, and great exertions made to give publicity to the
same, That the writ was issued by the Deputy Clerk upon the request of this
Respondent, because the Clerk requested this Respondent to see to the issuing
all necessary writs in his absence, That the bid was made in writing as in the
bill alleged but this Respondent made said bid public in the usual way
and gave the name of the bidders in an audible voice so that he was heard
across the street said land having been sold more than a reasonable
time it was struck down as in the bill stated. This Respondent knows
nothing of any agreement between said Strong and his co defendant Bush
but this Defendant denies all fraud & combination wherewith he stands
charged and prays to be hence dismissed with his costs &c Bush & Elliott Sols for Defts
State of Ohio Franklin County ss Personally came Ransom Clark and made oath

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oath that this answer so far as facts are stated from his own knowledge answers and so far as stated from the information of others he believes them to be true signed R. Clark subscribed sworn to 6th Oct 1840 Thos Kelly J.P.
Answer of Samuel Bush filed Oct 7th 1840 read as follows to wit. This defendant now and at all times hereafter saving and reserving to himself, all and all manner of exception and advantage of exception to the many errors and insufficiencies and untruthes in said Bill of complaint contained for answer thereunto or unto so much or such parts thereof as he is advised is material for him to make answer unto he answers and says that he believes said bill contains the true amount and date of said Judgment therein named except as to that he cannot at this time say whether the statement in said bill of the issuing of the executions levy and appraisement therein named are correct or not as he cannot therefore him. That some time during the fall of the year 1837 (last fall) during the October Term of the Court of Common Pleas of Union County he was one of the firm of Bush and Gilbert receiver of complainant several notes for collection. That he believes that at the time said Strong gave this defendant said notes to collect, said Strong spoke to this defendant to stay proceedings upon said Judgment and two other Judgments in favor of said Clinton Bank of Columbus, as said Strong had on one or two prior occasions offered to give this defendant some notes to collect upon the condition that he would stay proceedings upon said Judgments which this defendant always refused to do, That at the time said defendant received said notes to collect he made no agreement to stay proceedings against said Strong upon any of said Judgments nor was he asked to make any such agreement at that time that he gave a receipt or receipts for said notes to said Strong in the name of Bush and Gilbert generally for collection, that subsequently the same day or the next day before he left Marysville said Strong said to this defendant, that the money arising from the collection of said notes should be paid by this defendant to said Clinton Bank. But it made no difference about it being expressed in said receipt or receipts. That on or about the 16th day of January last one of said notes was paid to this defendant which after deducting the fees of collection amounted to the sum of $117— and this defendant not knowing upon which Judgment of said Clinton Bank against the said Strong. Said Strong wished said money to be paid upon execution endorsed to pay the same upon the Judgment in the bill named as the said Strong was principal therein, and this defendant supposed him to be security, at that time, in one and perhaps both the other Judgments. That at the last May Term of the Court of Common Pleas of Union County at Marysville, this defendant settled said payment of said $117. with said Strong and Receipts were passed between them and then said Strong informed this defendant that he wished all moneys received by this defendant from the proceeds of said notes to be paid over to said Bank upon a Judgment against said Strong Stephen M Cain and Random Clark for $110.68 and costs &c and gave this defendant and his partner a written Authority so to do. That at said May Term A.D. 1839 said Strong requested this defendant not to issue and execution on said last mentioned Judgment against said Strong M^c Cain and Clark. That this defendant did comply with said request and did not order an execution on said Judgt between said May and July Terms 1840. That this defendant did order an execution on the Judgment in the bill named and left with the deputy Clerk a written order therefor This defendant knows nothing about said defendant Clark applying to the acting Clerk for said bench in the bill named, but if said defendant Clark did so he this defendant believes he did right, as said deputy Clerk had neglected his duty in not issuing the same. And this Defendant has frequently requested and directed said defendant Clark to get said Executions and attend to the same. And has some time left with him the proper therefor. That during the latter part of August 1840 in a conversation with said Strong he informed this defendant that he had persuaded said Deputy Clerk not to issue said bench. And that the same would not have been

issued if said defendant Clark had not attended to the same. This defendant further answering says, that no condition expenas should issue against the said Strong upon said judgment in the bill named during the vacation between the May & July Terms last or at any other period, and this defendant cannot understand how said Strong could be induced to make said allegation in good faith. That at the last July Term of the Court of Common Pleas of said County of Union in the morning of the day of the sale of said out lot 1282 in the bill named said defendant Harriott, if he is not mistaken in the person called to see this defendant, as he was acquainted with Court house (perhaps it was in his room in the Hotel) to know the amount of the appraisement of said out lot and the sum necessary to purchase the same, all which information was given by this defendant to said Mr Harriott. that he did not then make up his mind whether he would purchase or not. and this defendant did not know whether said McGrain and Harriott would bid upon said premises till a short time before the sale. This defendant was present at the sale of said out lot by said Defendant Clark as this defendant verily believes which took place between the adjournment of the Court in the morning, and the meeting thereof in the afternoon, and not as untruly alleged in said bill during the time Court was in Session. That said sale was made at the same time divers other tracts of land and real estate and offered at public outcry by said defendant Clark, and not in a low voice as untruly alledged in said bill. that several persons were present at said sale, and every effort made to attract purchasers, that this defendant and defendant Clark were anxious to have as many present as possible, as they hoped to, and did effect a sale of the real estate the proceeds of which are partly due to this defendants hands for and the Client. This defendant believes that said McGrain and Harriott had given to said defendant Clark a memorandum of the amount they were willing to bid and this defendant distinctly heard said defendant Clark cry said bids in an audible voice. This defendant admits that he was not satisfied that said sale was made as he has always been anxious to save the claims in his hands against said Strong. he being a troublesome and shrewd man, and this defendant has had great trouble in preventing said Strong from taking advantage of this defendants Clients. This defendant denies all fraud and unlawful combination alleged. and said Strong expressly admitted to this defendant in the conversation above mentioned in the latter part of August last that this defendant had not been guilty of any fraud and that he was compelled to make this defendant party to this bill or the same could not be sustained. This defendants submits to this honorable Court whether he is compellable to expose the private transactions of said McGrain & Harriott as to whether he received all money or a note for part of the proceeds of said sale as this defendant humbly believes that it is none of said Strongs business. This defendant believes that said payments as mentioned in said bill are very nearly correct. All which matters and things this defendant is ready to aver maintain and prove as this Honorable Court shall direct. and prays said injunction to be dissolved and this defendant hence dismissed with his reasonable costs in that behalf most wrongfully sustained. S. Busk

State of Ohio Franklin County ss. Personally appeared before me the Subscriber President Judge of the 8th Judicial circuit of Ohio. the above named defendant Samuel Busk, and being by me duly sworn saith that the matters and things in the above answer contained State to be from his own knowledge as true And the matters and things stated from the information of others he believes to be true Sept. 11th 1860 J. R. Swan Pres. 12 Jud Cir.

The answer of the President Directors &c. of the Clinton Bank of Columbus filed Oct 7th 1860 reads as follows, viz. To the Court of Common Pleas of the County of Union and State of Ohio in Chancery sitting. The separate answer of the

President Directors
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President Directors &Company of the Clinton Bank of Columbus to the bill of Complaint filed against them and others herein by Silas G. Strong respectfully represents that these respondents as they are advised and believe obtained against the said Strong and others judgments referred to in the bill and that some payments have been made on the same of all which they are defendants & cognizant. These Respondents further answering say that they nothing of any agreement subsequent to Judgment made with said Strong or with any one else. These Respondents have made no agreement either directly or by implication, and therefore pray to be hence dismissed with their reasonable costs in this behalf most unjustly expended.

Brush & Gilbert Counsel for C. Bank

At a meeting of the Board of Directors of the Clinton Bank of Columbus, the foregoing was adopted as the answer of the President Directors &c of the Clinton Bank of Columbus to the bill of Complaint filed by &c. in the Court of Common Pleas of Union County Ohio against them & others by Silas G. Strong dated this tenth day of September A.D. 1840 (Seal) Witness the Seal of said Bank and the signature of the Secretary of said Board D. W. Dekker Secty. Answer of McClain and Harriott filed Dec 28. 1840 reads as follows to wit. The joint answer of Edgar Harriott and Robert McClain to the bill of complaint exhibited against them and others by Silas G Strong complainant. These defendants now come and for answer to said bill or so much thereof as they are advised is material for them to answer to, say that as to the Judgments Executions, appraisements and deposits charged in the said bill. They know nothing but suppose they are of Record in this Court and will refer to the same. That Defendants or Robert McClain acting member of the Firm of Harriott & McClain enquired of said Clark a little defendant to complainants said bill the amount of the appraisement on said property (so charged to be sold) That thereupon said McClain told said Clark that as he could not leave the store to bid that he would give him (Clark) a minute of the amount he would give for the property on waiting, that they might be no mistake and so marked the sum of $1345 this was on the day of the sale and just before the sale was to commence. And Defendant believes after court had adjourned for Dinner, that some time in the day Defts was informed that the property was struck off to the Firm of Harriott & McClain on the bid aforesaid, the full amount of which has been paid by said firm. That as to the sale and the manner of the sale said Defendants believe it was regular, and most positively deny all fraud that: combining & collusion in any manner to effect the said sale and purchase either with any or all of the Co. defendants or any persons else. That Defendants further answering say that neither of them was present at the sale, but that they are informed and verily believe that the sale was made in the usual room and once the usual time. That the purchase was made without the knowledge or Special approbation of the said Edgar Harriott but in exact accordance with the views and objects of the firm for the benefit of the firm by the said Robert McClain under whose care and sole control and management the business of the firm is conducted in this State (said E. Harriott being a resident of New York) one third of the interest of which is in said R. McClain, these defendants having thus fully answered they pray to be dismissed with their costs in this case most unjustly expended and as in duty bound &c

By W. Cummins Solr for Defts

State of Ohio Union County ss Robert McClain being duly sworn says that the matters and things stated of his own knowledge in the foregoing answer are true in substance and fact. and that what is stated on the information of others he believes to be true Robert McClain.

Sworn to and subscribed before me this 26th day of December 1840 Abijah Gandy J.P.

And afterwards to wit on the 14th day of April 1841 the motion to the Court by counsel for defendants It is ordered that the injunction in this case be dissolved and

that possession of the premises described in said bill be surrendered to the Defendants. And it is further ordered that this cause be referred to the master commissioner of this Court, to take testimony and ascertain if any and if so, what agreement was made between the parties for the dismissal of this case by arrangement and compromise between themselves. And report his doings thereunder to the next Term of this Court. And it is further ordered that ten days notice of the time and place of taking testimony before said Master be given by either party desiring to take the same and this cause is ordered then afterwards to rest on the third day of Nov. 1841 Said Master made the following report to wit. The Report of James M. Wilkins as Master in Chancery to whom this cause stands referred for the purpose of stating an account between the parties pursuant to the interlocutory Decree rendered at the April Term A.D. 1841 on the 31st day of July notice having been given by the defendants to complt. I issued a subpoena to the County for W. W. Slate Samuel A. Cherry & Alexander Pollock to attend on the second day of August when by consent of the parties the taking of their depositions was postponed until the 3d day of August at which time said witnesses were present and depositions in relation to the matter at issue. Alex Pollock having made his deposition. W. W. Slate was called upon when C. E. Harriott agt for Defts refused to have him examined as his witness and waived all right to him. He then Examinine by complt and afterwards cross examined by Defts agt. Joined by them points in the examination (to wit McClain proposing to state that if Strong would withdraw his injunction suit, he would then off the rent. and Strongs withdrawing said suit and McClain taking possession of the premises) that there was an agreement a compromise which was that of Strong would dissolve his suit of injunction. and give possession that said McClain would then off the rents all which is respectfully submitted James M. McMunn Master Comm and afterwards to wit on the same day and year first herein aforesaid This cause came on to be heard on the bill and answer of McClain and Harriott & having been dismissed as to the other defendants heretofore) Replication Masters Report testimony and exhibits and was argued by counsel on consideration whereof that the same bill be and stand dismissed with costs and that the said Silas G. Strong pay the same within sixty days or in default thereof that Execution issue thereon as upon Judgment at law

Attest James M. Gill Clerk

George Wallace Guardian
v
Mary M. McFadden and
Jane A. McFadden

} Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Nicholas Hathaway and Silas G. Strong his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Mayeville within and for the County of Union and State of Ohio on the third day of November in the year of Our Lord one thousand eight hundred and forty one.

Be it remembered that heretofore to wit on the first day of Nov. 1839 the Petition of J. M. Andrews Esqr filed his petition in the words and figures following to wit.

To the Court of Common Pleas within and for the County of Union and State of Ohio Your Petitioner George Wallace of the City of Pittsburg in the State of Pennsylvania respectfully represents that on or about the 1st of March A.D. 1825 to wit at the March Term of the Orphans Court of the County of Allegheny in said State of Pennsylvania A.D. 1835 your Petitioner was duly appointed by said Orphans Court Guardian of May Wallace McFadden and Jane A. McFadden children of Adam McFadden and his deceased wife Jane McFadden. Your petitioner further represents that the father of said infants is wholly unable to support them having become ~~totally~~ insolvent. that your petitioner has disposed

of all the personal (saving and excepting as hereinafter stated) which belongs to said infants and that the proceeds of all of said other property has been nearly exhausted in the support of said infants and that it is absolutely necessary that the lands hereinafter set forth and described should be sold for the support and education of said infants. Your Petitioner further states that the following real Estate situate in the County of Union & State of Ohio belongs to the said infants Mary W. McFadden and Jane A. McFadden to wit a tract of land laid off and assigned to the said infants in a suit in partition at the October Term of the Court of Common Pleas in and for the County of Union A.D. 1839 in which said Robert M Dawson was petitioner and the said infants were defendants being a part of a tract of land conveyed by Patent by the United States to George Wallace assignee of John Gibson said Patent being signed by James Madison President of the United States dated the 1st day of October A.D. 1823 reference being had for certainty of description to said Record of said Petition and also to said Patent. Said tract of land hereby sought to be sold containing about four hundred acres. Your Petitioner therefore prays that the said Mary W McFadden and Jane A. McFadden may be made defendants to this Petition and that an order of Publication may issue for that purpose and that on the final hearing of this cause the Court will order said land to be sold & the proceeds secured for the benefit of said infants and will make such other & further order as to them may seem just and proper By J. W. Andrew atty for Petr. and at the same day and year last aforesaid said petition by his said attorney filed the following certificate to wit- Allegheny County ss. I William Wilson Clerk of the Orphans Court of County of Allegheny do by these presents certify that it appears of record in this office that at the March Term A.D. 1835 No 18 before the Judges of the said Court the petition of Adams McFadden was presented stating that Mary Wallace McFadden and Jane A. McFadden children of himself and his deceased wife Jane who was the daughter of the late Thos Wallace of Allegheny County dec'd are minors under the age of fourteen years, that as heirs of their deceased mother and under right they are entitled to the undivided subject to the life estate of your Petitioner in the undivided eighth part of a lot of ground situate at the corner of Wood Alley and Fourth Street in the City of Pittsburg being sixty feet by eight & a hundred and also the undivided eighth part of a certain lot at the corner of Fourth and Ferry Streets being about Eighty feet front on Fourth Street by about sixty nine feet also to the undivided one half of two tracts of land each containing about four hundred acres situate in the State of Ohio on the Waters of Wallaces creek and near the Indiana boundary line and also the undivision in the whole of a four hundred acre tract of land situate in the State of Indiana on the North fork of White river, and praying the Court to appoint Guardians for said minors. The prayer was granted and George Wallace was appointed Guardian of said minors By the Court (Seal) In Testimony whereof I have hereunto set my hand and affixed the Seal of said Court at the City of Pittsburg this 22nd day of August A.D. 1838 Wm Wilson Clerk

Pennsylvania Allegheny County ss I Jeremiah B. Dallas President Judge of the Orphans Court of Allegheny County Pennsylvania do by these presents certify that Wm Wilson by whom the within certificate was given was on the 22nd day of August 1838 Clerk of the said Orphans Court of Allegheny County duly commissioned and sworn, that the Seal thereto annexed is the Seal of the said Court and that the said certificate is in due form of law. In Testimony whereof I have hereunto set my hand and Seal this first day of September eighteen hundred & thirty eight J. B. Dallas (seal)

And afterwards to wit on the 31st day of Oct 1839 on motion it is ordered that Notice of the pendency of this suit and of the substance of said petition and prayer thereof be published for six consecutive weeks previous to the next Term of this Court in the Union Star a newspaper published and in general

circulation in Union County and this cause is continued. And afterwards to wit on the 6th day of July A.D. 1840 the Petitioner by J. W. Andrews his atty filed the following Notice of publication and proof thereof to wit May W. McFadden and Jane A. McFadden are hereby notified that on the 1st day of November A.D. 1839 a petition was filed in the Court of Common Pleas in the County of Union and State of Ohio by George Wallace of the State of Pennsylvania setting forth that the said George Wallace is guardian of the said May W. McFadden and Jane A. McFadden. That the said May W. and Jane A. McFadden are infants and that they are the owners of a tract of land lying in said Union County and described as follows, a part of a tract of land conveyed by patent by the United States to George Wallace assignee of John Gibson and dated October 1. 1813 being the same portion of said tract which was assigned and set off to said May W McFadden and Jane A. McFadden in a suit in partition in which Robert M. Dawson was petitioner and the said May W. and Jane A. McFaden were defendants in the Court of Common Pleas of Union County at their October Term A.D. 1839 reference being had to said Records of said partition and to said patent for certainty, and praying that the sale of said property is necessary for the Sale and support and Education of said May W. & Jane A. McFadden who are hereby notified that unless they appear plead answer or demur to said petition within sixty days after the next Term of said Court the said petitioner will apply at the Term of said Court next after the expiration of said sixty days to sustain said petition and to decree decree accordingly J. W. Andrews Atty for Pltf. State of Ohio Union County ss Personally appeared before me the Subscriber a Justice of the peace in and for said County Robert McBeathey who being duly sworn saith, that the annexed advertisement was regularly published in the Union Star a newspaper published and in general circulation in said County of Union for six consecutive weeks after the first day of Nov. A.D. 1839 R. McBeathey Sworn to and subscribed before me this 6th day of July A.D. 1840 Wm H. Frank J.P. And afterwards to wit on the same day and year last aforesaid Since on motion of Petitioners counsel it is ordered that A. Hall be appointed Guardian ad litem for the infant defendants who appeared and accepted said appointment and filed the answer of the defendants which said answer reads as follows to wit The joint answer of May W. McFadden and Jane A. McFadden infant defendants to the bill of complaint of George Wallace Guardian complainant and the said defendants by their Guardian ad litem come and for answer to said bill say they are infants of tender years are wholly ignorant of all the matters alleged in said bill but have understood that a large estate has descended to them from their deceased father and the said defendant pray the Court to protect their rights in said Estate Wm May W. McFadden & Jane A. McFadden by A. Hall Guardian ad litem And afterwards to wit on the same day and year last aforesaid on motion of the Court by Petitioners counsel It is ordered that Ransom Clark Levi Phelps and Silas Study being first duly sworn do upon actual view of the premises make a just valuation of the lands and tenements in the petition described and that they return such valuation to the next Term of this Court to which time this cause is continued And afterwards term on the 6th day of October 1840 on motion of the Court by Mr Gilbert petitioners counsel It is ordered that Ransom Clark Levi Phelps and Cyprian Lee being first duly sworn do upon actual view of the premises make a just valuation of the lands and tenements in the petition described and that they return such valuation forthwith and on motion the order made herein at last Term of this Court is set aside by the Court And afterwards to wit on the same day and year last aforesaid said appraisers made return of their proceedings together with their oath as follows to wit State of Ohio Union County ss Personally came Ransom Clark Levi Phelps and Cyprian Lee above named and made oath that they would well and truly perform the duties enjoined by the above order Subscribed & Sworn to Oct 6. 1840 Before me Darius Burnham J.P. Ransom Clark Levi Phelps Cyprian Lee

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said return read as follows to wit 4th Court of Common Pleas of Union County. In obedience to the within order we having been first duly sworn upon actual view of the premises do estimate the just value of the within described real estate at three dollars and fifty cents per acre dated this 6th day of October 1840 R. Clark (seal) Levi Phelps (seal) Cyprian Lee (seal)
and afterwards to wit on the same day and year last aforesaid, on motion to the Court by the Attorneys counsel for Petitioner and upon producing the appraisement herein made by Ransom Clark Levi Phelps and Cyprian Lee under a former order of this Court It is ordered that said George Wallace Guardian &c proceed according to Law to sell the real Estate in said Petition described and it is further ordered that the said George make return of his proceedings in the premises to the next Term of this Court. and afterwards to wit on the 11th day of April 1841 came the Petitioner by John W. Andrews his counsel and produced the return of the proceedings and Sale of the premises in said Petition described made by said Petitioner in pursuance of an order former order of this Court and on motion of said counsel for petitioner this Cause is continued. Which said report reads in the words and figures following to wit. In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio made at their October Term A.D. 1840 I offered at public Sale at the door of the Court house in said Union County the lands in said petition described on the 1st day of Feb A.D. 1841 and then and there sold the same to Robert W. Dawson he being the highest and best bidder therefor for the sum of three hundred dollars said sum being more than two thirds the appraised valuation of said premises said sale having been by me duly advertised for six consecutive weeks prior thereto in the Union Star a newspaper printed and in general circulation in said Union County a copy of which notice is herewith returned duly sworn to April 14. 1841 George Wallace Guardian of Mary W McFadden and Jane A McFadden by Wm H. Steele
Which said notice reads in the words and figures following to wit. By virtue of an order of the Court of Common Pleas of Union County at their last Term I will offer for sale at the door of the Court house in Marysville on the first day of Feb. A.D. 1841 the following described premises to wit. purchased lands of land more or less being part of Military warrant No 5182 and patented to George Wallace assignee of John Gibson bearing date the first day of October A.D. 1840 and recorded in the recorders office of Union County bounded as follows to wit beginning at a white oak sycamore and sugar tree the North east corner of said 400 acres of said entry No 5182 also the Southwest corner to Richard Claibourns Survey No 220 of 125 0/3 acres and Northeast corner of another Survey of Richard Claibourns No 220 of 416 acres thence South 90° degrees East 285 poles to three ashes South west corner of said Claibourns Survey No 220 of 416 acres North east corner of the representatives of Thomas Ruffins Survey No 6801 of 400 acres thence with said representatives North line North 80° degrees west 246 poles to a Hickory and sugartree Northwest corner of said Survey No 1869 and north west corner of said representatives of Thomas Ruffins Survey No 6301 of 400 acres thence N. 2 degrees East 285 poles to a Stake in the original west line of said Survey No 1807 thence South 80° degrees East to the place of Beginning
December 26th 1840 George Wallace Guardian
State of Ohio Union County ss Personally appeared R. McBeath publisher of Union Star a newspaper in general circulation in Union County and made oath that the notice attached hereto had been duly inserted in said paper for six consecutive weeks prior to day of Sale Robert McBeath Sworn to and subscribed before me this 14th day of April A.D. 1841 Wm H. Frank N.P.
And afterwards to wit on the 3 day of November 1841 the following entries was filed in said case to wit The State of Ohio Muskingum County ss I George W. Avery Clerk of the Court of Common Pleas within and for Muskingum County and State of Ohio do hereby certify that at a Special Court of Common Pleas

within and for said County held at the Court house in Zanesville on Tuesday the
2nd day of November 1841 John A. Adams of Zanesville was duly appointed Guardian to
May Wallace and Jane Ann McFaddin (minor children of Adams McFaddin) and
that the said John A Adams entered into and acknowledged two several bonds in the
Penal sum of ten thousand dollars each with Charles G. Wilson his security which bonds were
copied by the Court and conditioned according to Law and Letters of Guardianship or-
dered to be issued to him as such Guardian which was done (seal) In Testimony whereof
I George W Manypenny Clerk as aforesaid have hereunto set my hand and affixed
the Seal of said Court at Zanesville this 2nd day of November 1841 Geo W Manypenny Clerk

I John A. Adams Guardian of the said Mary W McFaddin and Jane A McFaddin infant defend-
ants in the above cause do hereby consent to the confirmation by the said Court of the Sale here-
tofore ordered and made in said cause and I do hereby as Guardian of said Infant defendants
request that such order may be made by said Court in the premises as will enable me as
such Guardian as aforesaid to convey said real Estate to the purchaser at the Sale aforesaid
on receiving the purchase money therefor and that such other order may also be made in the
premises as to the said Court may seem just and proper Zanesville Nov. 3. 1841 John A. Adams
And afterwards to wit on the same day and year first herein aforesaid came into Court
John A. Adams Guardian of the said Infant defendants Mary W. McFaddin and Jane A.
McFaddin said Adams having been duly appointed such Guardian in place of and
as Successor to the said George Wallace and entered his the said Adams appear-
ance in said cause and consented to the confirmation by said Court of said
Sale heretofore ordered and made in said cause and requested that such
order might be made by said Court in the premises as would enable him the
said John A. Adams as Guardian of said Infant defendants to convey to the pur-
chaser at said Sale the premises so sold as aforesaid and the Court having ex-
amined the returns of the proceedings and Sale heretofore ordered which return was
heretofore made to this Court and being satisfied that said Sale has in all respects
been legally made It is ordered that the same be and hereby is approved and con-
firmed & that the said John A Adams as such Guardian execute and deliver to
said purchasers, and receive the purchase money therefor. a deed in fee simple for
the real estate so sold as aforesaid

Attest James H. Gill Clerk

Sedam Gealman & Co
Obiah C. Kennady

Pleas before his Honor Joseph R Swan Edge Pasedas and
John Cassil Silas D. Strong and James R Smith his associate
Judges at the Court began and held at the Court house in the
Town of Maysville in and for the County of Muskingum and
State of Ohio on the 26th day of April in the year of our Lord one thousand eight
hundred and forty Two. Be it remembered that heretofore Court on the 15th
day of June 1841 the Pltffs sued out of the Clerks office of said Court the following
writ of Summons to wit State of Ohio Muskingum County ss The Sheriff of said Coun-
ty Greeting We command you to Summon Obiah C. Kennady to appear on
the first day of next Term before the Judges of our Court of Common Pleas
and for the County aforesaid at the Court house in said County to answer
unto Cornelius R Sedam Walter M Gealman and Wm V. Gano partners
under the name firm & Style of Sedam Gealman & Co in a plea of assumpsit
Damages Five hundred dollars and have you then there this writ
Court Witness James H Gill Clerk of said Court at the Court house aforesaid this 15
day of June A.D. 1841 James H. Gill Clerk, Endorsement, Suit brot on a note
of hand made by Defts to Pltffs for [illegible] $566.36/100 dated Oct 12, 1839 a part
which $226.36/100 remains due and unpaid besides interest. also for goods
sold and delivered money paid laid out and expended &c. Copy filed Pltffs
Return by Sheff June 25 1841 Service by certified Copy June 15. 1841 Wm V. Gano Sheff

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Plea of said
County Cou

And afterwards to wit on the 21 day of August 1841 the plaintiffs by their Solicitor filed their Declaration as follows to wit. State of Ohio Union County ss. Court of Common Pleas August Term A.D. 1841 Cornelius R. Sedam Walker M. Gatman and Wm M. Gunn Partners trading under the name Style & firm of Sedam Gatman & Co plaintiffs in this suit complain of Oliver C. Kimball defendant in this suit in a plea of assumpsit. For that whereas the said Defendant on the 12th day of October in the year of our Lord one thousand eight hundred and thirty nine at the County aforesaid made his promissory note in writing and delivered the same to the said plaintiffs and thereby promised to pay to the order of the said plaintiffs by the name and discription of Sedam Gatman & Co Five hundred and Sixty Six Dollars and thirty six cents for value Received at the Franklin Bank of Columbus six months after the date thereof. Which period has now elapsed. And the said Defendant then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof. And for that whereas the said Defendant afterwards on the second day of January in the year last aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the said Plaintiffs on request yet he has disregarded his said promises and has not paid the several sums of money nor either of them nor any part thereof to the damage of the said Plaintiffs of Five hundred dollars and therefore they bring Suit &c By P. L Taylor their attorney. And afterwards to wit on the 3d day of Nov. 1841 the Defd by A Hall his atty filed the following Plea to wit. And the said Defendant now comes and for plea says that he did not assume and promise in manner and form as the said Plaintiffs have above thereof complained against him and of this he puts himself upon the country and the said Plffs do the like By A Hall his atty

And afterwards to wit on the day and year first aforesaid. Submitted to Court

Judgment for the Plaintiffs Damages $260.$^{83}/_{100}$ Judgment $260.$^{83}/_{100}$ & fee cost $9.04

Attest James H. Gill Clerk

J R Shaw

George R. Gaither et als
James L. Ward & Wm Ross

Plea before his Honor Joseph R. Swan Esqr President and John Cassel & Silas G. Strong and James R. Smith his associate Judges at a Court of Common Pleas began and held at Court house in the Town of Marysville within and for the County of Union and State of Ohio, on the twenty sixth day of April in the year of our Lord one thousand eight hundred and forty two. Be it remembered that heretofore to wit on the 18 day of August 1841 the following writ of Summons was issued out of the Clerks office of said Court to said State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to Summon James L Ward & Wm Ross

to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Courthouse in said County to answer unto George R. Gaither Joseph D. Mathews Lancaster Dodd & Remus R. Dodd in a plea of assumpsit Damages Five hundred Dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court House aforesaid this 18th day of August A.D. 1841 J.H. Gill Clk

Endorsement This action is brought on a promissory note given by Defts under the name of Ware & Ross to Pltffs dated at Baltimore March 4 1840 for $350.41 cents payable six months after date payable to Pltffs by the name of Gaither & Co the plaintiffs then being partners in trade under that name & firm & for goods sold & loan now due is $370.24 T. W. Powell Pltffs atty Returnable forthwith. Issued by certificate of pleas Aug. 18. 1841 W. W. Slatter Clerk. And afterwards to wit on the 4 day of Nov. 1841 the plaintiffs by their said atty filed the following Declaration to wit George R Gaither Joseph D. Mathews Lancaster Dodd and Remus R. Dodd by Powell their attorney complain of James L. Ware & Wm Ross for that whereas on the 4th day of March in the year 1840 at Baltimore to wit at Union County aforesaid the said Defendants being partners in trade by the name and description of Ware & Ross made their promissory note in writing bearing date the day and year last aforesaid then and there delivered the said to the plaintiffs and thereby then and there promised to pay to the plaintiffs (who were then partners in trade by the name firm and description of Gaither & Co. or order Three hundred and fifty Dollars & forty one cents for value received six months after the date thereof which period has long since elapsed. And whereas also the said Defendants on the day and year last aforesaid were indebted to the plaintiffs in the sum of Four hundred Dollars for goods and chattels sold and delivered by the plaintiffs to the Defts at their request. And in the further sum of Four hundred dollars, as well for money paid out advanced & lent by the plaintiffs to and for the defendants at their request, as for other money had & received by the Defendants to and for the use of the Plaintiffs, and being so indebted they the Defendants in consideration thereof afterwards to wit on the day and year last aforesaid at Union County aforesaid undertook and promised to pay the plaintiffs the said several sums of money mentioned in this Count when they should be thereto afterwards requested. Yet the said defendants though often requested to pay the said several sums aforesaid have not yet paid the said or either or any part thereof, but have hitherto wholly neglected and refused so to do to the damage of the plaintiffs $500. and therefore they sue T. W. Powell Pltffs atty

And afterwards to wit on the same day and year first herein aforesaid came the plaintiffs by their attorney and the defendants though solemnly called came not but made default and thereupon on motion of the plaintiffs requesting a Jury and the Court being fully advised in the premises do assess the plaintiffs damages at $386.53. Whereupon it is considered that the said plaintiffs recover of the said Defendants the said sum of three hundred and eighty six dollars and fifty three cents their damages aforesaid & also their costs aforesaid & herein expended & have execution

Attest James H. Gill Clerk

Debbie, Pltff &c
vs
James L. Ward

Pleas before his Honor Joseph R. Shaw Esqr President and John Cassil Silas G. Shaw and James R. Smith his associate Judges at a Court of Common Pleas held at the Court House in Marysville in & for the County of Union and State of Ohio on the 26th day of April in the year of our Lord one thousand eight hundred and forty two. Be it remembered that heretofore to wit on the 3d day of Nov. 1841 the plaintiffs sued out of the Clerks office of this Court the following writ of Summons to wit

State of Ohio Union County ss To the Sheriff of said County Greeting

We command you to Summon James L. Ward to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid

at the Court house in said County to answer unto Lewis R. Dibble Enos Pray & Charles C. Richardson partners under the name & firme of Dibble Pray & Co in a plea of assumpsit Damages three hundred Dollars and have you then there this writ. (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 3d day of November A.D. 1841 James H. Gill Clerk Endorsement. Suit brought on a note of hand for two hundred and fifty eight 77/100 Dollars given by Defft to plaintiff dated March 16th 1841 and payable 6 months after date also for goods sold and delivered. money paid and received &c By Avery Curry their atty Returned forthwith Served by certifie of Sheriff Nov. 3d 1841 W. Elliott Sheff And afterwards to wit on the 6th day of Dec 1841 the plaintiffs by the said atty filed their Declaration as follows to wit Lewis R. Dibble Enos Pray and Charles C. Richardson partners under the name and firme of Dibble Pray & Co. complain of James L. Ware in a plea of Assumpsit for that whereas the said James L. Ware on the 16th day of March 1841 at New York town at Union County Ohio made his promissory note in writing and delivered the same to the said Lewis Dibble Enos Pray and Charles C. Richardson. and thereby promised to pay to the said Lewis Dibble Enos Pray & Charles C. Richardson by the name of their said firme of Dibble Pray & Co Two hundred and fifty eight 79/100 Dollars in six months after the date thereof which period has now elapsed. and the said James L. Ware in consideration of the premises promised to pay the amount of the said note to the said Lewis R. Dibble Enos Pray and Charles C. Richardson by the said name of their firme of Dibble Pray & Co according to the true and effect thereof. Yet the said James L. Ware hath disregarded his promise and hath not paid the said sum of money or any part thereof. And also for that whereas the said James L. Ware on the 16th day of March A.D. 1841 at New York town at Union County Ohio, was indebted to the said Plaintiffs, by being partners as aforesaid in the sum of Two hundred and fifty eight Dollars 79/100 for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant at his request. And Two hundred and fifty eight 79/100 Dollars for money then and there had and received by the defendant for the use of the plaintiffs. And whereas the defendant afterwards on the 15th day of October A.D. 1841 in consideration of the premises then and there promised to pay the said two last mentioned sums of money to the plaintiffs on request; Yet he hath disregarded his promises. and hath not paid the said two last mentioned sums of money or any part thereof to the damage of the plaintiffs Three hundred dollars; And thereupon they bring their suit &c By Avery Curry their atty And afterwards to wit on the same day and year first here aforesaid came the plaintiffs by their Attorney and the defendant though solemnly called came not but made default; and thereupon upon the prayer of the plaintiffs request ing a Jury and the Court being fully advised in the premises do assess the plaintiffs damages at $222.31 Thereupon it is considered that the said Plaintiffs recover of the said Defendant the said sum of Two hundred and twenty three dollars and thirty one cents, their damages aforesaid in a manner aforesaid assessed and also their costs in this behalf Expended taxed at $ J R Swan

Attest James H. Gill Clerk

William W Woods
Silas G Strong } Pleas before his Honor Joseph R. Swan Esqr President and John Castil Silas G. Strong and James R. Smith his associates Judges of a Court of Common Pleas held at the Court house in Marysville in and for the County of Union and State of Ohio on the Twenty sixth day of April in the year of our Lord one thousand eight hundred and forty two. Be it remembered that heretofore to wit on the 4th day of Nov. 1841 the plaintiff by his attorney W. C. Lawrence sued out the following writ of Summons to wit. State of Ohio Union County ss The Sheriff of said County Greeting

We command you to Summon Silas G. Stong to appear forthwith before the judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto Wm W. Woods in a plea of assumpsit Damages Two hundred dollars and have you then there this writ Witness James H. Gill Clerk of said (Seal) Court at the Court house aforesaid this 4 day of Nov. 1841 James H. Gill Clerk

Endorsement " suit bet on Defts note of hand given on the 24th day of April 1840 to Wm W. State and payable to him or bearer for one hundred and twenty five dollars and due one day after date and by the said Wm W. State assigned to the plaintiff also for goods sold and delivered money had and Received Issued &c Indorsed W. C. Lawrence his Atty Returned forthwith " Served by entering copy W. W. State Shff And afterwards to wit on the 3rd day of Dec 1841 the plaintiff by his said Atty filed the following Declaration to wit Wm W. Woods complains of Silas G. Stong in a plea of Assumpsit for that whereas the said Silas G. Stong on the 24. day of April 1840 at Marysville in said County of Union made his promissory note in writing and thereby then delivered the same to the said Wm W. State and thereby promised to pay the said Wm W. State or bearer one hundred and twenty five dollars in one day after the date thereof which period has now elapsed & the said W. W. State then and there endorsed the same to the said Wm W. Woods whereof the said Silas G. Stong then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Wm W. Woods according to the tenor and effect thereof. Yet the said Silas G. Stong hath disregarded his promises and has not paid the said sum of money or any part thereof to the damage of the said Wm W. Woods Two hundred dollars & therefore he brings suit &c by W. C. Lawrence his atty

And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his Attorney and the defendant though solemnly called came not but made default Thereupon on motion of the plaintiff by his Attorney and the Court being fully advised in the premises do assess the plaintiffs damages at $113.24 Therefore it is considered that the said plaintiff recover of the said Defendant the said sum of one hundred and thirteen Dollars and twenty cents his damages aforesaid & do as aforesaid assessed and also his costs in this behalf expended taxed at

Attest James H. Gill Clerk

Samuel Berry for use } Pleas before his Honor Joseph R. Swan Esqr President and
v } John Cassel Silas G. Stong and James R. Smith his associate
Jacob Beem } Judges at a Court of Common Pleas begun and held at the Court house in and for the County of Union & State of Ohio on the twenty sixth day of April in the year of our Lord one thousand eight hundred and forty two. Writ of Summons dated at Nov. 3. 1841 as follows State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Jacob Beem to appear forthwith before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court house in said County to answer unto Samuel Berry for the use of Jacob Bamm in a plea of assumpsit damages Two hundred dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 3 day of Nov. 1841 James H. Gill Clerk Endorsement, " Suit brot on two promissory notes given to Samuel Berry or bearer, one for 90$ with interest in two years from date and the other for 90$ 62/100 with interest in four years from date and both dated July 1. 1836 Snediger & Bamm Pltf atty. Returned forthwith Served by certifying copy Nov. 3. 1841 W. W. State Shff. And afterwards to wit on the 5 day of Nov 1841 Declaration filed as follows to wit. Samuel Berry for the use of Jacob Bamm complains of Jacob Beem in a plea of assumpsit for that whereas the said Jacob Beem on the first day of July 1836 at Union County aforesaid made his two certain promissory notes in writing and delivered the same to the said

Samuel Perry and thereby promises to pay to the said Samuel Perry or Bearer ninety dollars
at in twelve months after the date thereof ninety dollars & 60/100 with
interest in four years after the date thereof. which period has not elapsed and the said
Paul Beem then and there in consideration of the premises promised to pay the amount
of the said note to the said Samuel Perry or bearer according to the tenor and effect
thereof. And also for that whereas the said Paul Beem on the day aforesaid at
the County aforesaid was indebted to the Samuel Perry in two hundred dollars
for the price and value of goods then and there bargained and sold by the
plaintiff to the Defendant at his request. And in two hundred dollars for
the price and value of goods then and there sold and delivered by the plaintiff
to the defendant at his request. And in two hundred dollars for the price
and value of work and labor then and there done and materials for the same
provided by the plaintiff for the defendant at his request. And in two hundred
dollars for money then and there lent by the plaintiff to the defendant at his request
And in two hundred dollars for money then and there paid by the plaintiff for the use of de-
fendant at his request. And in two hundred dollars for money then and there
by the defendant for the use of the plaintiff. And in two hundred 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 on the day and
year aforesaid in consideration of the premises then and there promised to pay
the said several sums of money to the plaintiff on request, yet he hath disre-
garded his promises and hath not paid the said several sums of
money or either of them nor any part thereof to the damage of the plain-
tiff two hundred dollars and therefore he brings suit by Scribner & Barnes his attys
And afterwards to wit on the same day and year first herein aforesaid came the
Plaintiff by his attorneys. and the defendant though solemnly called came
not but made default, and thereupon on motion of the parties requesting a
Jury and the Court being fully advised in the premises do assess the plain-
tiff's damages at $135.80 Whereupon it is considered that the said plaintiff recov-
er of the said Defendant the said sum of one hundred and thirty five dollars & 80/100
his damages aforesaid. and also his costs expended herein &c
Attest James H. Gill Clerk

J R Shaw

John Doe by &c.
Simon Phelps
v
Constant Bacon &
Nancy McPeters

Pleas before his Honor Joseph R. Shaw Esqr President and
John Castle Silas G. Strong and James R. Smith his associate
Judges at a Court of Common Pleas began and held at
the Court house in Marysville on the twenty sixth day
of April in the year of our Lord one thousand Eight hund-
red and forty two, Be it remembered that heretofore
to wit on the 14th day of July 1841 the Plff by C. Berry his attorney filed the following de-
claration to wit. Union County ss. Court of Common Pleas April Term 1841
John Doe complains of Richard Roe for that Simon Phelps Guardian of Nancy Mc
Peters Hannah McPeters Armadilla McPeters and Prudence McPeters minor
children and legal heirs of William McPeters late of Union County deceased,
had demised to the said John the following lands and tenements lying and
being in the County of Union Ohio, on the waters of Blues Creek in the virgin
ia Military Destrict, described as follows. viz. All that tract known and desig
nated on the plat and Survey of the same made by Silas G. Strong and Alex
Robinson as lot No 24 of Sixty one and a half acres. Beginning at two Elms
and a white oak thence N. 80° E. 160 poles to two Beaches & an ironwood, thence
S. 10° E. 62 poles to two beeches, a Sugar and hickory thence S. 80° 15" W. 160 poles
to a beech Sugar and ironwood. thence N. 10° W. 61 poles & four links to the
beginning, being part of original Survey No 5506 of 1796 acres patented to
John Baird on the 26th day of April 1809. And also the messuage, two cabins
two barns two stables two orchards two outhouses two yards two gardens

twenty acres of arable land twenty acres of meadow land, twenty acres of pasture land, twenty acres of wood land twenty acres of land covered with water and twenty acres of the land with the appurtenances situate in the said County of Union. To have and to hold the same to the said John from the 18th day of April AD. 1841 for and during the term of one and a half years thence next ensuing. By virtue of which demise the said John entered into the said possessions tenements with the appurtenances & was possessed thereof for the term aforesaid. And the said John being so thereof possessed the said Richard afterwards to wit on the 1st day of May 1841 with force and arms entered into the said tenements with the appurtenances and ejected the said John thereform, & other wrongs to the said John then and there did to his damage Sixteen Dollars. And therefore he Sues &c By Clary Carey his Atty

To Mr Constant Bacon and Mrs Nancy McLaren. I am informed that you are in possession of a claim title to the premises in the within declaration mentioned & dispossessed 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, Ohio. and make yourselves defendants in my stead, otherwise judgment will then be rendered against me by default and you will be turned out of possession July 7. 1841 Richard Roe

Served by delivering to each of defendants named, a certified Copy July 8. 1841 W McFarland Sff

And afterwards to wit on the 22d day of April 1841 the defts filed their Attorney consent rule and plea to wit, And the said defendants come and confess the lease Entry and ouster in the said declaration mentioned, and admit themselves to be in possession of the premises in said declaration mentioned & alleged against them and for plea say that they are not guilty of the trespass and ejectment in the said declaration alleged against and of this they put themselves upon the County And the said John doth the like By A. Hall their Atty. And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and submit this cause to the Court upon the issue joined. And thereupon the Court do find that the said defendants are Guilty of the trespass and ejectment laid to their charge in manner and form as the said John Doe hath complained against them and assess the damages of the said John Doe by reason thereof to one cent Whereupon it is considered that the said John Doe recover against the said ~~John Doe~~ Constant Bacon and Nancy McLaren his said term yet to come of and in the premises aforesaid with the appurtenances. Also his damages aforesaid. and also his costs in this behalf expended towards Attest James H. Gill Clerk

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John Doe Ex Dem
Samuel B. Johnson

Richard Roe
Chs Miller &
Smith Brown Tenants

Pleas before Honor Joseph R. Swan Esqr President and John Cable Silas C. Strong and James R. Smith his associates, Judges at a Court of Common Pleas began and holden at the Court house in Marysville on the twenty sixth day of April in the year of our Lord one thousand eight hundred and forty two. Be it remembered that on the 18th day of March 1841 the plaintiff by C. Carey his Atty filed his declaration in words and figures following to wit. John Doe complains of Richard Roe for that Samuel B. Johnson on the 10th day of March AD. 1841 at the County of Union aforesaid had demised to the said John the following lands and tenements to wit a certain tract of land containing four hundred acres patented to Samuel B. Johnson on the 25th day of Feb 1841 situate in the County of Union State of Ohio in the Virginia Military land district on the waters of Millcreek bounded and described as follows viz Survey No 1447. Beginning at a Stake from which an Elm Sapling marked T. bears north fifty degrees east twenty eight links northwesterly corner to Duncan McArthurs Survey No 6563 & 6576 thence S 84° E. with the line of said Survey two hundred and fifty two poles to a Stake from which a Sugar tree bears north thirty nine

degrees west twenty five links, and a white oak North sixty eight degrees west one hundred and three links thence N. 6° E. 25½ poles & 20 links to a hickory ironwood & Beech. thence N. 84° W. 25½ poles to 2 beeches a Sugar & Dogwood thence S. 6° W. 25½ poles & 20 links to the beginning. And also ten messuages ten cabbins, ten barns, ten Stables, ten Orchards, ten out houses ten gards ten Gardens one hundred acres of arable land. one hundred acres of meadowland one hundred acres of pasture land one hundred acres of wood land. one hundred acres of land covered with water and one hundred acres of litter land with the appurtenances situate in the County of Union aforesaid. To have and to hold the same to the said John from the 18th day of March in the year aforesaid for and during the term of three years thence next ensuing. By virtue of which demise the said John entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid, and the said John being so thereof possessed, the said Richard afterwards to wit on the 12th day of March 1861 with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom, and other wrongs to the said John then and there did to his damage ten dollars and therefore he sues &c By Avery Carr his Atty

To Messrs Charles Miller & Smith Brown Sirs. I am informed that you are in possession of a claim title to the premises in this declaration mentioned or to some part thereof. & 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 yourselves defendants in my stead otherwise Judgment will be entered against me by default and you will be turned out of possession Richard Roe Served by copy on Smith Brown and Charles Miller March 16. 1861 W. W. Stutler Sh'ff

And afterwards to wit on the 3d day of Nov 1861 the Defts by Mr Hall their Atty filed their consent rule and plea as follows to wit. And the said Defts come & confess the lease entry entry and ouster in the said declaration mentioned and admit themselves to be in possession of the premises described in the declaration mentioned And for plea say that they are not guilty of the Trespass and Ejectment in the said declaration alleged against them and of this they put themselves upon the Country & the said John Doe doth the like by A. Hall their atty

And afterwards to wit on the same day and year first herein aforesaid came the parties by their Attorneys and submit this cause to the Court. Whereupon the Court do find that the said defendants are guilty of the trespass and ejectment laid to their charge in manner and form as the said John Doe hath complained against them and assess the damages of the said John Doe to one cent. Thereupon it is considered that the said John Doe recover of the said defendants his said Term yet to come of and in the premises in the said Declaration mentioned together with his damages one cent, And also his costs in this behalf expended taxed at $

Attest James H. Gill Clerk

J. R. Swan

Robert McBratney
vs
Wm W Stutler

Pleas before his honor Joseph R. Swan Esq President and John Castle Silas G. Strong and James R Smith his associate Judges at a Court of Common Pleas begun and holden at the Court house in Marysville on the 26th day of April A.D. 1862. Be it remembered that heretofore to wit on the 3d day of Nov 1861 the following writ issued out. The State of Ohio Union County ss. To the Sheriff of said County Greeting We command you that without delay you cause to be replevied unto Robert McBratney the goods & chattels following to wit one Printing press type and materials for said press which Wm W Stutler wrongfully detains from the said Robert

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McBratney as is said and also that you Summon the said Wm. W. Slate to appear forthwith before our Court of Common Pleas within and for the County aforesaid to answer unto the said Robert McBratney for the unlawful detention of the goods and chattels aforesaid Damages Six hundred dollars and have you then there this writ. Witness (Seal) James H. Gill Clerk of said Court this 3rd day of Nov. 1841 James H. Gill Clerk

Said writ returned forthwith Served by copy J. F. Woods Comr

And afterwards to wit on the 3rd day of Dec 1841 the plff by W. C. Lawrence his atty filed his declaration to wit Robert McBratney complains of Wm W. Slate in a plea of Replevin for that whereas the said Wm W. Slate on the 3rd day of Nov. 1841 at the County of Union aforesaid was possessed of certain goods and chattels of the said Robert McBratney to wit one Printing press type and material for said press to the delivered to said Robert McBratney when he the said Wm W. Slate should be thereunto afterwards requested. Yet the said defend and though requested so to do has not delivered the said goods and chattels nor any part thereof to the said Robert McBratney. And the said Defd wrongfully detains the same from the said plaintiff to his damage Six hundred dollars and thereupon he sues &c By Wm C. Lawrence his atty. And afterwards to wit on the 27th day of April 1842 the defendant by G. Swan his atty filed his plea his atty to wit. And the said W. W. Slate by G. Swan his atty comes and defends the wrong & injury and &c and for plea saith that he doth not wrongfully detain the said goods and chattels in manner and form as the plaintiff hath above thereof declared against him and of this he puts himself upon the Country &c

By G. Swan his atty

The plff or his atty will please take notice that under the above plea the defendant will offer in evidence and insist upon the same as a bar to the plaintiffs action. that he was sheriff of the County of Union and that as such sheriff there came to his hands a writ of execution. The President Directors &c of the Clinton Bank of Columbus against Stephen McCain dated testum the 3rd day of Nov. 1841 from the Court of Common Pleas and that by virtue thereof he levied upon the goods & chattels in the declaration as the property of the said Stephen McCain and the said goods & chattels in said declaration mentioned were the property goods & chattels of the said McCain and not the property goods & chattels of the plff G. Swan Atty for Defd

And afterwards to wit on the same day and year first herein aforesaid came the parties by their Attorneys and thereupon came a Jury to wit Mordecai Boreham Ransom Clements Daniel Eve S. B. W. Haynes Samuel Dyke Joseph Butler Frederick Sagar Daniel Beard John Gabriel Ryan Isley Henry Cavenaugh & John Johnson who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said Defd doth detain the goods & chattels of the said Robert McBratney in manner and form as the said Robert McBratney hath complained against him and they assess the damages of the said Robert McBratney by reason of the premises to one dollar. Therefore it is considered that the said plff recover of the said Defd the said sum of one dollar and also his costs in this behalf expended taxed at $

Attest James H. Gill Clerk

Simon Shaw
v
Daniel Chapman

Pleas before his Honor Joseph R. Swan Esqr. President and John Cassil Silas G. Strong and James R. Smith his associate Judges at a Court of Common Pleas began and holden at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the twenty sixth day of April in the year of our Lord one thousand Eight hundred & forty two.

Be it remembered that heretofore to wit on the 20th day of Feb. 1842

the following writ issued to wit The State of Ohio Union County ss To the Sheriff of said County Greeting We command you that without delay you cause to be replevied unto Simon Shaver the goods & chattels to wit one black mare four years old called Jenny Jenkins and one red bundle heifer calf two years old the coming Spring which David Chapman wrongfully detains from the said Simon Shaver as is said and also that you summon the said David Chapman to appear at the next Term of the Court of Common Pleas to be holden within and for said County of Union to answer unto the said Simon Shaver for the unlawful detention of the goods and chattels aforesaid damages one hundred Dollars & have you then there this writ (Seal) Witness James H Gill Clerk of said Court at the Court house in Marysville this 20th day of February 1841 James H Gill Clerk

Returned Feb. 23. 1841 Served by reading to David Chapman, delivering copy to Simon Shaver and taking his bond in the sum of $140 Wm Wilson Sheriff

Said Bond reads Know all men by these presents that we Simon Shaver are held and firmly bound unto David Chapman in the penal sum of one hundred and forty Dollars to the payment of which well and truly to be made we bind ourselves our heirs Executors and Administrators firmly sealed with our seals & dated this 23rd day of February A.D. 1841 the condition of the above bond is such that whereas the said Simon Shaver sued out of the Court of Common Pleas of the County of Union a writ of Replevin against the said David Chapman for the following Goods to wit one mare called Jenny Jenkins & 1 Red bundle heifer & which said writ is returnable at the next Term of said Court, Now if the said Simon Shaver shall appear at said Court and prosecute his said writ to effect and pay all costs and damages that shall be awarded against him then the obligation to be void & otherwise in full force & vertue in Law. Simon Shaver (Seal)
Attest Wm Wilson Wm & Bethan (Seal)
Nathn Searle (Seal)

And afterwards to wit on the 5 day of August 1841 the plaintiff by A Hall his Att'y filed his Declaration as follows. Simon Shaver complains of David Chapman in a plea of Replevin for that the said David Chapman on the 19th day of Feb: 1841 at Union County aforesaid was possessed of the following goods & chattels of the said Simon Shaver, to wit, One black Mare four old called Jenny Jenkins & one Red Bundle heifer Calf (Two years old nearly) to be delivered to the said Shaver when he the said Chapman should be thereto afterwards requested. Yet the said Chapman though requested so to do, has not delivered the said goods & chattels or any part thereof to the said Shaver, & so the said Chapman wrongfully detains the same from the said Shaver to the damage of the said Shaver 100$ therefore &c by A Hall his Att'y

And afterwards to wit on the same day and year first herein aforesaid came the parties by their attorneys and thereupon came a jury to wit- Medicus Bingham Ransom Clements Daniel Geo A.C. Jennings Samuel Tyler Joseph Batton Frederick Sager John Thomas Daniel Beard Ryan Gray Henry Van Gorder & John Johnson who being empannelled and sworn the truth to speak upon the issues joined between the parties upon their oaths do say that the said David Chapman doth detain the goods & chattels of the said Simon Shaver in manner & form as the said Shaver hath complained against him and they assess the damages of said Shaver by reason of the premises to one dollar. Therefore it is considered that the said plaintiff of said Defendant said sum of one dollar together with his costs in this behalf expended taxed at $
Attest James H Gill Clerk

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William H. Skinner & Asa Caryl
v
Peter Igon

Pleas before his Honor Joseph R. Swan Esqr President and John Castle Silas G. Strong and James R. Smith his associates Judges at a Court of Common Pleas began and held at the Court house in said County on the twenty sixth day of April in the year of our Lord one thousand eight hundred and forty two. Be it remembered that heretofore on the 14th day of Oct 1841 the following writ of Summons issued out of State of Ohio Union County ss To the Sheriff of said County Greeting We command you to Summon Peter Igon to appear on the first day of our next Term before the Judges of our Court of Common Pleas to be and for the County aforesaid at the Court house in said County to answer unto Skinner & Asa Caryl in a plea of covenant Damages one hundred and fifty Dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 14th day of Oct 1841 James H Gill Clk Endorsement "Suit brot to recover damages for the breach of a covenant of Seizin contained in a deed of convyance executed by the defendant to the Plff on the 17th day of January 1841 for ninety nine acres of land part of original Virginia military Survey No 4069 in Union County Ohio Clay Caryl Atty for Plfs Returned Oct 14. 1841 Served by copy Oct 14. 1841 W. Mitchell Sheriff And afterwards to wit on the 11th day of Dec. 1841 the plaintiffs by their said Atty filed their Declaration as follows to wit. William H. Skinner & Asa Caryl complain of Peter Igon in a plea of covenant. for that whereas the said Peter Igon on the 17th day of January A.D. 1841. at the County of Union aforesaid by his deed of that date sealed with his seal & duly executed and delivered and now to the Court here shown a consideration of six hundred dollars, bargained, sold and conveyed to the said Wm H. Skinner & Asa Caryl their heirs and assigns. a certain tract of land situate in the County & State aforesaid in Union & State of Ohio & in the Virginia military land district. bounded and described as follows to wit) Part of Survey No 4069 beginning at a hickory Sugar tree & ironwood the original N. West corner of said Survey thence S. 16° E. 168 poles to a hickory & Red oak the corner to a tract sold by D. C. Copeland to E. Mathers, thence N. 80° E. 39 poles to a Stake in the State Road leading from Marysville to Milford thence with said Road N. 39° E. 62 poles to a Stake. thence N. 10° W. about 125 poles to a beech and Elm in the original N. line of said Survey. thence S. 79° W. 100 poles to the beginning containing ninety nine acres of land. To have and to hold the same to the said William H. Skinner and Asa Caryl their heirs and assigns forever, & the said Peter Igon did by the same deed Covenant to and with the said William H Skinner & Asa Caryl their heirs and assigns. that at the time of the ensealing & delivering of the said Deed. he the said Peter Igon was lawfully seized of the premises aforesaid and the said Wm H. Skinner & Asa Caryl does that the said Peter Igon at the time of ensealing & delivery of said deed was not lawfully seized of the premises aforesaid, but on the contrary thereof the said William H. Skinner & Asa Caryl say that at the time of the ensealing and delivery of the said deed the paramount title and freehold in said premises was in other persons than the said Peter Igon. And so the said Peter Igon hath not kept his said covenant but hath broken the same to the damage of the said William H. Skinner and Asa Caryl one hundred and fifty Dollars. And whereas also the said Peter Igon on the 17th day of January 1841 at the County of Union aforesaid by his other deed of that date sealed with his seal and duly executed and delivered and now to the Court here shown in consideration of six hundred dollars, bargained sold and conveyed to the said Wm H. Skinner and Asa Caryl their heirs and assigns a certain other tract of land situate in the County of Union &

State of Ohio ...
bed as follows ...
ironwood ...
& red oak ...
E. 39 poles ...
Milford ...
10° W. about ...
Survey. ...
acres of land ...
& Asa Caryl ...
by the same ...
& Asa Caryl ...
of the said ...
of the other ...
Caryl and ...
of said the ...
premises ...
Beech on the ...
at the ...
the parallel ...
is as ...
was in ...
Peter Igon ...
but hath ...
and Asa ...
they bring ...
and of ...
his Atty ...
defendt & ...
Jurors ...
Court ...
of them ...
Union ...
H. Skinner ...
And afterwards ...
came the ...
James H. ...
Porter Elias ...
John Castle ...
nelius ...
the parties ...
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plaintiffs ...
Attest ...

A dane ...
George ...
in and ...
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and party ...
then issued ...
County ...

State of Ohio and in the Virginia military land district and bounded and described as follows to wit. Part of Survey No 1069 beginning at a hickory Sugar tree & ironwood. the original N. W corner of said Survey thence S. 10° E. 168 poles to a hickory & red oak the corner to a lot sold by D. C. Copeland to E. Mathers thence N. 80° E. 39 poles to a Stake in the center State Road leading from Marysville to Milford. thence with said Road N. 39° E. 62 poles to a Stake. thence N. 10° W. about 125 poles to a beech and Elm in the original N. line of said Survey. thence S. 77° W. 100 poles to the beginning containing ninety nine acres of land. To have and to hold the same to the said Wm H. Skinner & Asa Caryl their heirs and assigns forever. And the said Peter Igou doth by the same other deed covenant to and with the said Wm H. Skinner & Asa Caryl their heirs and assigns that at the time of the ensealing of the said other deed he the said Peter Igou was lawfully seized of the above premises aforesaid. And the said Wm H. Skinner and Asa Caryl aver that the said Peter Igou at the time of the ensealing & delivery of said other deed, was not lawfully seized of a certain part of the above premises aforesaid to wit Eight acres three Roods & Eleven poles thereof; But on the contrary thereof the said Wm H Skinner & Asa Caryl say that at the time of the ensealing and delivery of the said other deed the paramount title & freehold of aforesaid certain part of the above premises aforesaid to wit Eight acres three roods & eleven poles thereof was in other persons than the said Peter Igou. and so the said Peter Igou hath not kept his said last mentioned covenant but hath broken the same to the damage of the said William Skinner and Asa Caryl one hundred and fifty Dollars, and thereupon they bring their suit &c By Ottaway Carey their Atty And afterwards to wit on the 23d day of April 1842 the Defd by W. G. Lawrence his Atty filed his Plea as follows to wit. And the said Peter comes and defends &c and says that he has not broken the said covenant in the several counts in the said declaration mentioned or any or either of them in manner and form as the said plaintiffs have declared against him and of this he puts himself upon the Country & the said William H. Skinner and Asa Caryl do the like By W. G. Lawrence his Atty And afterwards to wit on the same day and year first herein aforesaid came the parties by their Attorneys and thereupon came a Jury to wit James C. Dynes Reuben P. Munn Smith Burns John Thomas Wm Porter Elias Topliff Elijah Wolfe Samuel Robinson Lesh Porter John Caldwell Thomas Moore & John D. Hoke who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did not break his covenant in manner & form as the plaintiffs have complained against him. Therefore it is considered that the said Defendant go hence without day and recover of the plaintiffs his cost in this behalf expended taxed at $
Attest James H. Gill Clerk

J R Lyman

Adam Ames
George Ripple } Pleas before his Honor Joseph R. Swan Esq President and John Cassil Silas G. Strong and James R. Smith his associate Judges of a Court of Common Pleas began and held at the Courthouse in and for the County of Union and State of Ohio on the twenty sixth day of April in the year of our Lord one thousand eight hundred and forty two. Be it remembered that on the 14 day of April then issued the following writ of Summons to wit. State of Ohio Union County ss. To the Sheriff of said County Greeting.

We command you to Summon George Rippa to appear on the first day of next Term before the Judges of our Court of Common Pleas in and for the County aforesaid at the Court House in said County to answer unto Adam Ams in a plea of assumpsit Damages Five hundred Dollars and have you then there this writ (Seal) Witness James H. Gill Clerk of said Court at the Court house aforesaid this 14th day of Oct 1841 James H Gill Clerk Endorsement "Suit but to recover the amount of Defendants five several notes of hand given to plaintiff on the 22nd day of September 1832 the first for thirty three dollars the other four each for fifty dollars the first due on the 1st day of January 1836 2nd due same Month & day 1837 3 due same month & day 1838 4th due same month & day 1839 5th due same day & month 1840 all drawing interest from the 1st day of January 1833 and payable to said A. Ams his heirs or assigns Also for goods sold & delivered money had & received by W. McLaurens atty for Plff Returned Oct 19th 1841 "Served by certified copy Oct 15. 1841 Wm Wilcox Sheriff And afterwards to wit on the 3rd day of Dec 1841 the Plff by his said atty filed his declaration as follows to wit. Adam Ams complains of George Rippa in a plea of assumpsit for that whereas the said George Rippa on the 22nd day of September 1832 at the County aforesaid made his five several promissory notes of hand in writing and delivered the same to the said Adam Ams and thereby promised to pay to said Adam Ams his heirs or assigns. by the first of said notes Thirty three dollars on the 1st of January 1836. By the second of said notes fifty dollars on the 1st of January 1837. by the 3rd of said notes fifty dollars by the 1st of January 1838 By the 4th of said notes fifty dollars by the 1st of Jany 1839 By the 5th of said notes fifty dollars by the 1st of January 1840 while said five several periods have now elapsed, with interest on all said notes from the first day of January A.D. 1833. And the said George Rippa then and there in consideration of the premises promised to pay the amount of the said five several notes of hand to the said Adam Ams according to the tenor and effect thereof. Yet the said defendant hath disregarded his promises and hath not paid the said notes or either of them nor any part thereof, to the damage of the said Adam Ams Five hundred dollars and thereupon he brings suit &c By W. McLaurens his atty

And afterwards to wit on the same day and year first herein aforesaid came the plaintiff by his attorney and the defendant though solemnly called came not but made default & thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the plaintiffs damages at four that the said Defendant is indebted unto the said plaintiff in the sum of $233.00 and that the plaintiff has sustained damages by reason of the detention of said Debt to the sum of $130.32. Therefore it is considered that the said plaintiff recover of the said Defendant the said sum of $233.00 his debt aforesaid and also the sum of $130.32 his damages aforesaid and also his costs in this behalf expended. taxed at $

Attest James H. Gill Clerk

J.R. Ryan

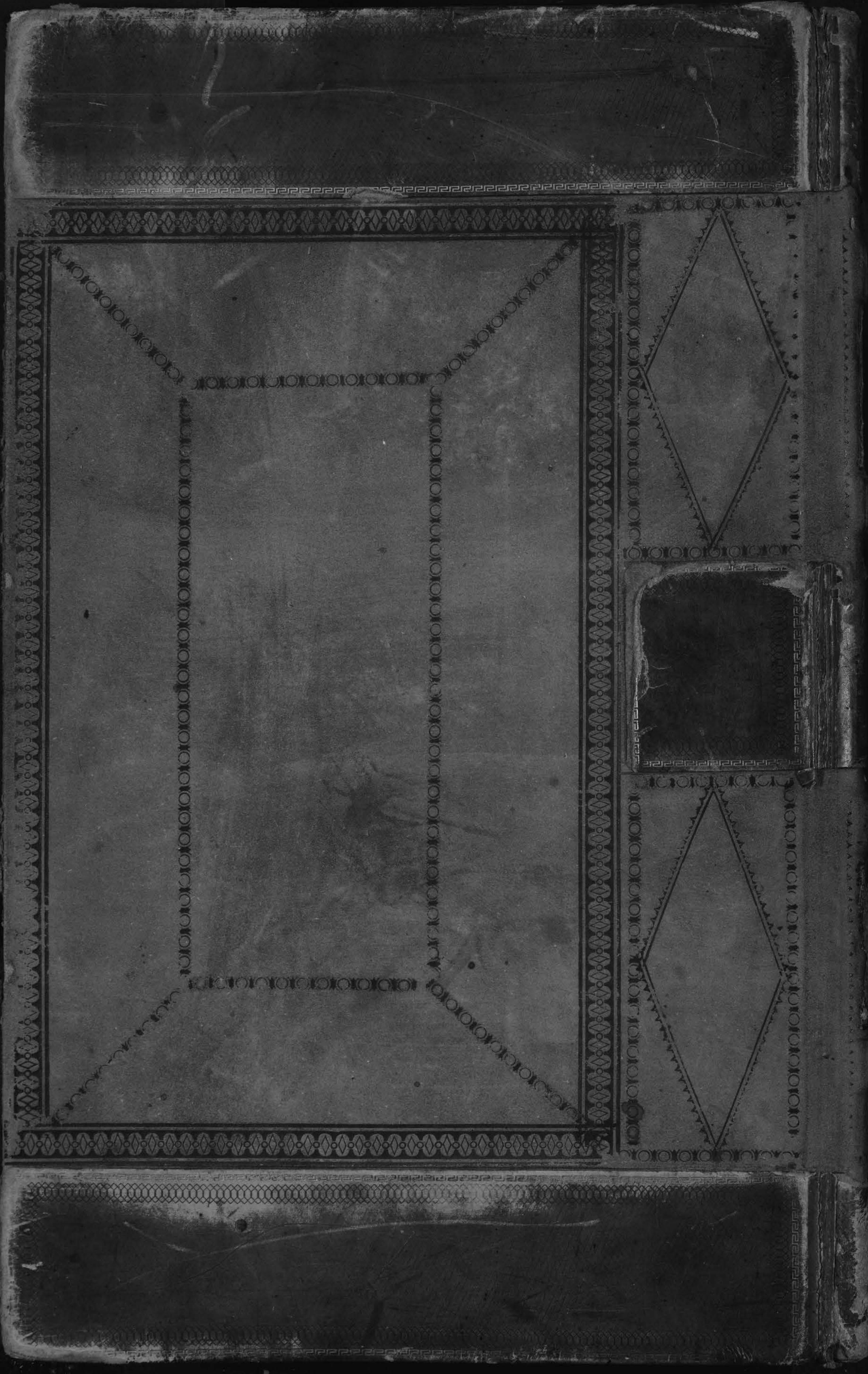
John Wilcox
v.
Ransom Clark } Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Silas J. Strong and James R. Smith his associate Judges at a Court of Common Pleas began and held at the Court house in and for the County of Union and State of Ohio on the twenty sixth day of April in the year of our Lord one thousand eight hundred and forty two Be it remembered that heretofore to wit on the 28th day of April 1842 the Plff by Moses Belcher his atty filed the following Transcript to wit

State of Ohio Union County ss Justices Docket Entry

John Wilcox
v
Ransom Clark
Judgment $3
Transcript
cost.
by John
Appearance and
Plaintiffs
Bail bond
Sales.
Transcript
Attest

John Wilcox Plff
v
Ransom Clark Defdt

Judgment $37.87½
Fee costs office .25
Cap .12½
Continuance .10
6 Subs for Plffs wits .32
5 Do for Defdt .28
1 Sub .12½
Swearing 11 wits .44
Judgt. .25
Bail bond .25
Notice .10
Transcript .31½
2.55¾
Const. 1.85

Suit brot on account for work done by Plff for Defdt in making 101 ellars for Defdt $63.62½ Nov. 13. 1841 the Plff files his affidavit that the defendant is justly indebted to him in the sum of $63.62½ and that he has departed or is about to depart of his property with intention to defraud his creditors. thereupon I issued a capias for the dfdt and delivered it to John Healy const. which was returned by said Constable endorsed Served by taking the body and he is now present Sworn 20 mileage 5 Nov 13. 1841 The parties appeared the defendant requested a continuance. which was consented to by Plff. The dfdt entered into recognizance for his appearance on the 16th Nov. inst at 10 oclock A.M. on said day Nov. 15, 1841 by request of Plff subpoenas issued for A.C. Jennings John McCollum Charles Rice Samuel Healy Henry Kezartee & James Riddle & sworn by John Healy const. 60 mileage 25 $0.85. By request of Dfdt subpoenas issued for Wm Sayre Marshall Clark Ransom Clark Curtis Clark Martin Beatty & sworn by John Healy const. by reading sworn 50 mileage 25 $0.75. By request of dfdt a sub issued for Joseph Button & sworn by Dfdt by reading Nov. 16. 1841 the parties appeared and entered into trial A.C. Jennings John McCollum Charles Rice Henry Kezartee James Riddle Samuel Healy were sworn and testified for Plff. Wm Sayre Marshall Clark Curtis Clark Ransom Clark Martimer Beatty & Joseph Button were sworn and examined on the part of defendant. After hearing the testimony and the allegations of parties. It is considered by me that the Plff recover of the defendant the sum of $37.87½ and costs of suit herein taxed at $10.40 The defendant gave notice of appeal. In the action of John Wilcox against Ransom Clark on Alexander Pollock & Benjamin F. Kelsey do acknowledge & constitute Bail for the said appellant in the sum of Eight Dollars to be levied upon our goods & Chattels Lands & tenements in case the appellant shall be condemned in the action & shall fail to pay the condemnation money & costs that may accrue & may accrue in the Court of Common Pleas Signed Alexander Pollock
Taken signed & acknowledged before me this 20 day of Nov. 1841 Wm H Frank J.P.
State of Ohio Union County ss. I do hereby certify the foregoing to be a true copy of proceedings had by and before me in the above case April 27. 1842 Wm H Frank (seal) J.P.
And on the same day last aforesaid John Wilcox this day filed a transcript of the proceedings & Judgment of William H. Frank a Justice of the peace of Paris Township Union County in a certain cause wherein the said John Wilcox was plaintiff and Ransom Clark Defendant. And which cause was appealed to the Court by the said Ransom Clark, and thereupon on motion of said John Wilcox by Curtis his Attorney and it appearing to the Satisfaction of the Court that the said Ransom Clark has failed to deliver a transcript of the proceedings & Judgment aforesaid to the Clerk of this Court & to cause his said appeal to be docketed within the time required by law. It is ordered that the said cause be docketed in behalf of the said John Wilcox. And thereupon on motion of the said John Wilcox It is considered by the Court that the said John Wilcox recover of the said Ransom Clark the sum of Forty Eight Dollars and Seventy seven and one half cents with interest to be computed from the Seventeenth day of November A.D. 1841 the date of the Judgment before said Justice of the peace together with his costs in this behalf Expended taxed to Dollars and cents
Attest James H Gill Clerk

The End of this Vol.