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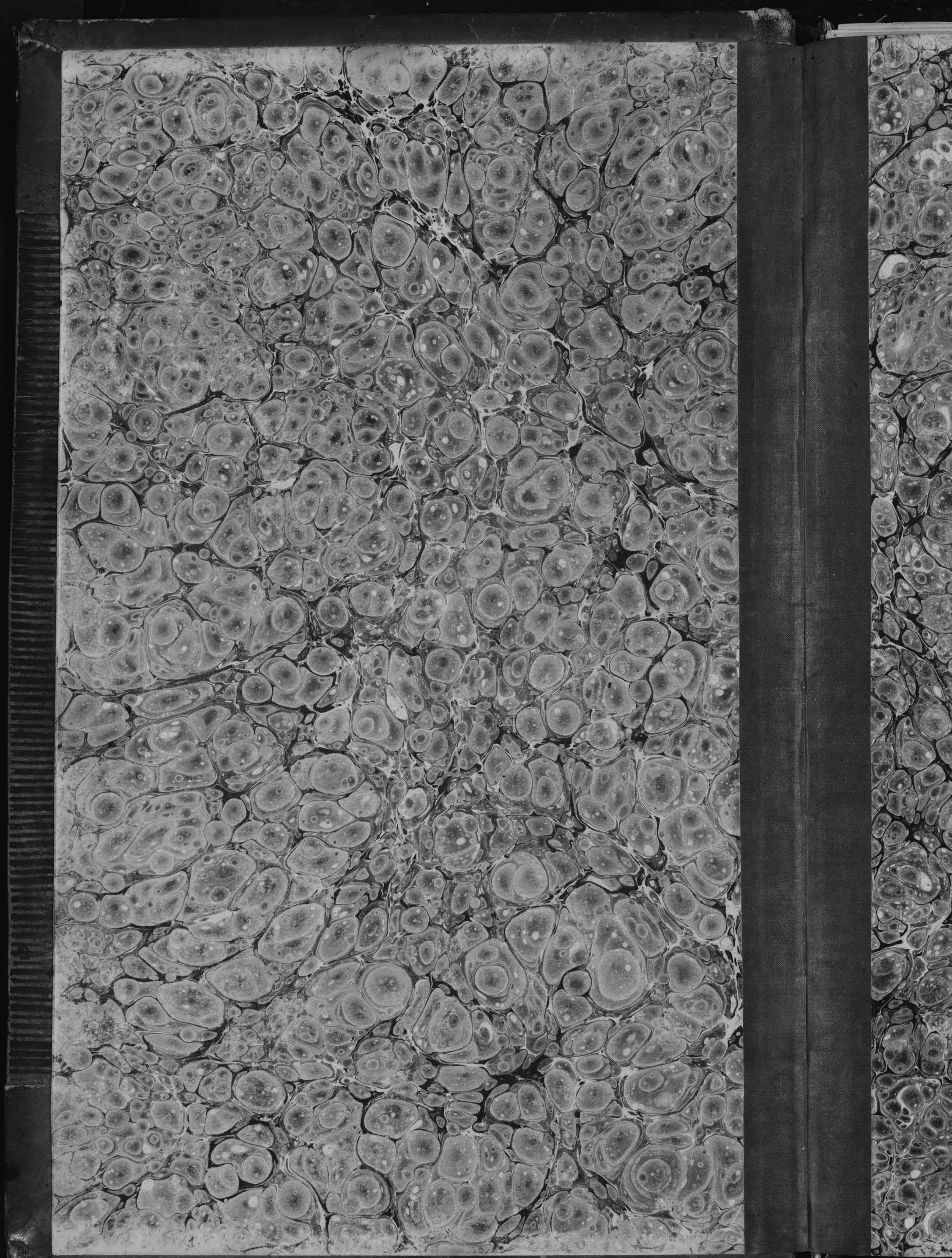

Union Com. Pleas. Record No 4th 3

Amos [illegible]

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Amos Smuffin
v
John Epps

Pleas before his Honor Joseph R. Evans Edge President and John Cassie Silas G. Strong and James R. Curtis 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 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 16th day of Aug. 1841 the defendant filed the following Transcript from the docket of E.W. Clay Esq a Justice of the peace to wit. April 8th 1841

Amos Smuffin
v
John Epps
damages $35.00
Judgt 28.00
cost total 8.19

Suit brought for damages sustained by Plaintiff in the loss of two cows by drinking Sirup at defendants began Camp on the 28th day of March last, damages laid at thirty five dollars. April 8th Summons issued returnable the 17. April at one o'clock P.M. And returned the 16th Served by reading Servis 10 cents travel .05 cents Subpoena returned at the same time Servis reading to four & one copy .5[illegible] travel 25 cents Daniel Reed constable. April 17, one o'clock P.M. parties appeared and went into trial when the following witnesses were sworn & examined on the part of the plaintiff to wit Joseph Dunlap Mary Denny Elijah Burroughs Samuel Milligan William Dunlap Levi Smuffin & Caleb Clark. and on the part of the defence Arthur S. Epps Thomas Dunlap Hamlin Epps & Richard Epps. When on hearing the testimony we (having called Amos A. Williams to sit with me in the case) consider that the plaintiff recover of the defendant John Epps the sum of twenty eight Dollars & the with the cost of suit herein taxed at seven dollars & ninety three cents. The State of Ohio Union County Allen Township ss I hereby certify that the above is a full and true copy from my docket of the proceeding had by and before me in the above cause

E.W. Clay Justice of the peace & ex officio Township

On the action of Amos Smuffin against John Epps I William Holycross acknowledge myself bail for the appellant in the sum of seventy five 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 - Signed Wm Holycross

Taken signed and acknowledged on this 22nd day of April with year 1841 before me

E.W. Clay J.P.

And afterwards to wit on the 11th day of Nov. 1841 the Plaintiff by A Hale his Attorney filed his Narration in the words and figures following to wit

This cause comes into Court by appeal. Thereupon Amos Smuffin complains of John Epps in a plea of Trespass on the case for that whereas the said John Epps on or about the 25th day of March A.D. 1841 at Union County aforesaid was possessed of a quantity of molasses otherwise called Sirup manufactured from the products of the Sugar tree, and said defendant being so possessed and well knowing that said molasses otherwise called Sirup, was and is poisonous and destructive to cattle, did on or about the 25th day of March aforesaid, place and deposit or cause to be placed and deposited in an open Forest and common where cattle were and are wont and accustomed to run at large, a large quantity of said molasses otherwise called Sirup in a careless negligent and ungarded manner well knowing at the time that said Forest and common was open and common to the public highway; upon which highway and through said Forest & common, cattle

ons frequently and rightfully passing. Yet utterly disregarding his duty as a good citizen the said defendant did then and there place and leave a large quantity of said molasses otherwise called Sirup for a long space of time without securing or guarding the same in a proper manner in so much that two Cows the property of the plaintiff in passing that way & roaming thereabout as was their custom were attracted and induced thereto, drank thereof & sickened and died by reason by reason of the drinking of the same.
And whereas also on the day and year last aforesaid at the County aforesaid the said plaintiff was possessed as of his own right of two certain other cows which said cows were lawfully running at large in the public highway and in the open prairies and forests and the said defendant was then and there possessed of a quantity of molasses otherwise called Sirup manufactured from Sugar cane. And being so possessed, then and there carelessly and improperly left a large quantity of said molasses otherwise called Sirup exposed in the open Common & forest for a long space of time to wit twenty four hours well knowing that such molasses otherwise called Sirup was and is destructive to cattle. & that cattle being accustomed would drink of it until they died by reason of drinking the same. And further knowing that cattle were daily running at large in and about said forest and Common. Yet notwithstanding the premises he the said defendant carelessly and negligently placed and left said molasses otherwise called Sirup exposed as aforesaid in so much that plaintiffs two said cows, lawfully and rightly passing through said open wood land were attracted to said molasses otherwise called Sirup, drank thereof until they sickened and died by reason of the drinking of said molasses otherwise called Sirup to the damage of said Plaintiff.
And whereas also on the day and year last aforesaid at the County aforesaid the said plaintiff was possessed as of his own right of two other cows which said cows were lawfully running at large in the high way public and in the open prairies and forests & the said defendant being possessed of a quantity of molasses otherwise called Sirup which said molasses otherwise called Sirup is poisonous and destructive to cattle which said defendant well knew & does yet know. yet the said defendant disregarding the premises did cause and order his servants & servants to place and dispose a large quantity of molasses otherwise called Sirup in said open forest & common in a careless and negligent manner. in so much that plaintiffs two said cows running at large as aforesaid were attracted thereto drank thereof until they sickened and died by reason of the drinking of said molasses otherwise called Sirup to the damage of said plaintiff.
And whereas also on the day and year last aforesaid at the Count aforesaid the said defendant well knowing that two other cows belonging to and the property of the said plaintiff were wont and accustomed to run at large upon the public highway and through the open forest and commons as aforesaid And that said cows and actually then and there so running at large did designedly and maliciously with intent wickedly to destroy and ruin the plaintiffs said cows, place and deposit or cause to be placed and deposited in said forest and common a large quantity of molasses otherwise called Sirup, the said plaintiff well knowing moreover, that said molasses otherwise called Sirup was and is destructive and poisonous to cattle, by reason of such wicked placing & depositing the plaintiffs said cows were attracted thereto, drank thereof until they sickened and died by reason of the drinking of said molasses otherwise called Sirup to the damage

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of said plaintiff ninety nine dollars & thereupon he says &c A Hall atty for Plff
And afterwards to wit on the 21. day of April 1842 the defdt by W Lawrence his atty files
his plea as follows to wit. And the said John comes and defends &c & says that he
is not guilty of the said supposed grievances laid to his charge in manner and
form as the plaintiff hath in the several counts of his declaration complained against
him and of this he puts himself upon the Country By 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 thereupon came a jury to wit Thomas McDonald Levi Phelps William
Lepu John Westwood Jacob Myers John Jolly Jesse Pater Matthias Collins Ray G.
Morse John S. Irwin Andrew Hayes & John McCampbell who being empannelled
and sworn the truth to speak upon the issue joined between the parties, and
thereupon on motion of Defendant attorney ordered that the plaintiff become non-
suit. Therefore it is considered that the Defendant go hence without day and
recover of the plaintiff his costs in this behalf expended taxed at $
Attest Daniel H Gill Clerk

J R Swan

Robert McElvain
&
Davis Fields

And State of Ohio
hereinafter to wit on
files the following
the year to wit
Robert McElvain
&
Davis Fields

Debt $14.72
Indgt .12½
Ex .25
Cons fee .35
Satisfaction .10
Transcript ¼ 37½

Pleas before his Honor Joseph R Swan Esq President and
John Cassil Silas G. Strong and James R. Smith his
Associates Judges of the Court of Common Pleas begun &
held at the Court house in and for the County of Union
on 26th day of April 1842 Be it remembered that
the 31st day of March 1842 the plff by Clay Curry his atty
transcript from the docket of John P. Buckhiss Esq a Justice of
Suit on book account. Bill of particulars filed by Plff.
Amt claimed $14.72 March 5. 1842. Defendant
appeared without process & acknowledged the claim to be
just & requested Judgment might be rendered accordingly.
Whereupon Judgment was rendered against Davis Fields
in favor of the plaintiff Robert McElvain for the sum of Four-
teen dollars and twenty two cents debt & twelve & a half cents
costs. April 9. 1842 Execution issued and delivered
to Thomas S. Haynes Constable. May 4. 1841 Execution
returned endorsed no property found whereon to levy May 4. 1841
fee .35 cts Thomas S. Haynes, Const. March 28. 1842 John
Caldwell suggests that the defendant is in possession of lands

The State of Ohio Union County ss I do hereby certify that the above is
a full and true copy from my docket of the proceedings had by and before me
in the above case March 28. 1842 John P. Buckhiss J. P. for Claibon Twp
And afterwards to wit on the 31st day of March 1842 the following writ of
Fac. issued to wit. The State of Ohio Union County ss To the Sheriff of
said County Greeting, Whereas Robert McElvain on the 5. March 1842 recovered
a Judgment before John P. Buckhiss one of the Justices of the peace within and for
the said County of Union for the sum of Fourteen dollars & twenty two cents debt
and twelve & a half cents costs against Davis Fields upon which said Judg-
ment an Execution was issued by the said John P. Buckhiss and returned
no goods found whereon to levy and it having been suggested to the said
John P. Buckhiss that the said Davis Fields is possessed of lands and tenements
as appears from a transcript of the said Judgment & proceedings filed in the
said Court of Common Pleas issued for said County of Union. We therefore
command you that you make known to the said Davis Fields to appear

before our said Court of Common Pleas on the first day of their next Term to shew cause if any they can why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what so ever said Court shall in that behalf consider and have you there this writ Witness James H. Gill Clerk of said Court this 31 day of March 1842 Test W. Gill Clk
Returned April 15. 1842 Issued by certificate copy April 16. 1842 W. Gill Clk Shelby Co
And afterwards to wit on the same day and year first aforesaid
In this cause the defendant failing to appear and shew cause why &c It is ordered that the plaintiff have his execution against the lands and tenements of the said defendant and for costs herein expended taxed at $
Attest Sal H. Gill Clk

J. R. Swan

Jacob Hankinson
v
James Ware

Plea before his Honor Joseph R. Swan Esqr President and John Castle Silas G. Strong and James R. Smith his associates Judges &c a Court of Common Pleas began and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio on the 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 20th day of April 1842 the pltff by McHale his atty filed the following Transcript from the docket of James Sumner a Justice of the peace in and for Union County to wit.

Jacob Hankinson for use of McElvain & Hamilton
v
James Ware

State of Ohio Union County ss
Suit but on note for $12.87½ due ninety days from date dated April 16 1840
May 10 1841, this day came the defendant and confessed Judgment on the above It is therefore considered by me that the plaintiff recover of Defendant a Judgment for the sum of thirteen dollars and cents of suit. Suit of Jacob Hankinson for the use of McElvain & Hamilton against James Ware & Chester Summers do acknowledge myself bail for defendant for Stay of Execution in the sum of fifteen dollars to be levied of my goods and chattel lands and tenements if default be made in the following condition which is that the said James Ware shall pay the above debt & costs & costs that may accrue Chester Summers

Judgment $13.00
costs 1.28¾

Signed and acknowledged this 30th day of May 1841 James Summers J.P.
Execution issued Oct 15. 1841 to John Healy const which was returned Nov. 13 1841 Endorsed Levy made on one cow and calf one mare and colt one lot of hime Levy 20 cents the mare Sold for $10.00 the colt Sold for $3.43 the calf sold for $2.00 hime sold for $0.25 the cow sold for $10.87½ the money applied on other executions. Nov. 13. 1841 Jno. Hughes
Execution issued to John Healy const Dec 31. 1841 which was returned January 20th 1842 endorsed no property found whereon to Levy but it is said that the defendant has purchased property for enlarge 5 cents
I certify the cost within to contain a correct copy of the proceedings had before me April 16. 1842 James Summers J.P.
Came on the 22nd day of Apl 1842 the following writ of Scire Fac issued to wit State of Ohio Union County ss To the Sheriff of said County Greeting Whereas Jacob Hank for the use of

McElvain & Hamitt recovered Judgment before James Dunn one of the Justices of the peace within and for said County of Union for the sum of thirteen dollars debt and 22¢ costs upon which Judgment there is now $1.31¢ costs of increase against James Ward upon which said Judgment an execution issued by the said James Dunn and returned nulla bona by the Sheriff and it having been suggested to the said James Dunn that the said James Ward is possessed of lands and tenements as to us appears by a transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union. We therefore command you that you make known to the said James Ward 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 in that behalf consider of him and have you then there this writ Witness James H. Gill Clerk of said Court this 22nd day of April A.D. 1842

James H Gill Clerk

Returned April 25. 1842 served by certified copy April 25. 1842 Wm Hudson Sheriff

And afterwards to wit at the same day and year first herein appears the defendant having failed to appear and Shew cause &c. It is ordered that the plaintiff have his execution against the lands and tenements of the said defendant to satisfy said Judgment and costs herein expended taxed at $

Attest James H. Gill Clerk

J R Swan

D. W. Worley for use
McElvain & Hamitt
v
James Ward

Pleas before his Honor Joseph R. Swan Esqr President and John Castle Silas G. Sharp & James R. Smith his associates Judges of the Court of Common Pleas began and held at the Court house in the Town of Marysville in and for the County of Union and State of Ohio on the 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 22nd day of April 1842 the plff filed the following Transcript-to wit. State of Ohio Union County ss.

D. W. Worley for the use
McElvain & Hamitt
v
James Ward

Debt $10.96
Judgt .22¢
Increase 1.06¼

Suit brought on note for $10.44 due ninety days from date dated April 14 1840 May 20 1841 this day came the defendant and confessed Judgment. it is therefore considered by me that the plaintiff recover of the defendant a Judgment for the sum of ten dollars and ninety six cents and costs of suit. In the suit of D. W. Worley for the use of McElvain & Hamitt against James Ward I do acknowledge myself bail for the defendant for Stay of Execution in the sum of twelve dollars to be levied on my goods and chattels lands and tenements if default be made in the condition following which is that the said James Ward shall pay the above debt and costs and costs that may accrue

Chester Hamm

Taken signed and acknowledged before me James Dunn J.P.
Oct. 15 1841 Execution issued to John Worley same which

was returned Nov. 13. 1841 endorsed Levy made on one mare and colt one cow and calf one lot of lime fee levy 20 cents the mare sold fee $10.00 the colt sold fee $3.43 the calf fee $2.00 the lime fee 25 cents the cow fee $10.87½ the money applied on the execution John Hanly cost Dec 31. execution issued to John Hanly cost which came returned January 20th 1842 endorsed no property found whereon to levy but it is said the defendant has property he pleases property fee mileage 45 cents It is suggested that the defendant has lands and tenements

I certify the above transcript to be a correct copy from my docket-
April 14th 1842 James Vance J.P.

And afterwards to wit on the 27th day of April 1842 the following writ of Scire Fac. issued to wit State of Ohio Union County ss. To the Sheriff of said County Greeting Whereas D. W. Worley for the use of McClain and Hamlett recovered Judgment before James Vance one of the Justices of the peace within and for the County of Union for the sum of ten dollars and ninety six cents Debt & 22½ cents costs upon which Judgment there now $1.31½ cents of increase against- James Ward upon which said Judgment an Execution was issued by the said James Vance and returned no property found whereon to levy. And it having been suggested to the said James Vance that the said James Ward is possessed of lands and tenements as to us appears by a transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union. We therefore command you that you make known to the said James Ward to appear before our said Court of Common Pleas on the first day of next Term and show cause if any there be why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our 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 this 22 day of April 1842 James H. Gill Clerk
Said writ returned April 25. 1842 Served by certified copy April 25. 1842 W. McClure Sheriff. And afterwards to wit on the same day and year first herein aforesaid. The defendant having failed to appear and show cause why &c It is ordered that the plaintiff have his execution against the lands and tenements of the said defendant to satisfy said Judgment and for costs herein expended taxed at $
Attest James H. Gill Clerk

Debt $63.34
Int cost 1.42
Int on Judgt 4.20
68.96
Sur. costs 1.28½
Cons fee .65
Total 70.89½

John McC
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Matthew Gording }
John Milligan }

Pleas before his Honor Joseph R. Swan Esq President and John Cassil Silas G. Strong and James R. Smith 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 April in the year of our Lord one thousand eight hundred and forty two
Be it remembered that heretofore to wit on the same day and year aforesaid the plaintiff by Wm McClaurence his attorney filed the following transcript from the docket of D. W. Gray Esqr
Matthew Gording }
John Milligan } March 22nd 1841 Suit brought on a note of which the following is a copy.

Debt $63.34
Interest 1.42
Int on Judgt 4.20
68.96
Exs. costs 1.28¾
Costs for .65
Total 70.89¾

In value Received I promise to pay James Wilbur or bearer Sixty three dollars and thirty four cents one day after date Allen Town Ship Union County Ohio Nov. 3. 1860. Defendant appeared without process and confessed the above note to be justly due and requested me to render Judgment therefor. I therefore consider that Judgment be rendered against the defendant John Milligan for the sum of sixty four dollars and seventy six cents together with the costs of suit herein taxed at 12½ cents. The above assigned to M. Gooding. In the action of M. Gooding against John Milligan & Levi Wells do acknowledge ourselves bail for John Milligan for the stay of execution for the sum of Sixty four dollars and seventy six cents to be levied of my goods and chattels lands and tenements if default be made in the conditions following which is that the said Milligan shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and costs that may accrue Levi Wells

Taken Signed and acknowledged this 22nd day of March 1861 E.W. Craig J.P.

Execution the 28th day 1861 and returned the 5th of February 1862 (Endorsed) Rec'd 29th June on 8 Sheep one plow and 5 & 6 acres of rye. Execution returned property not sold money not made, Costs 10 cents Service 20 advertisement 25 John Epperson

Execution reissued 5th of Feb. 1862 and returned the 5th of March 1862 (Endorsed) No property found money not made taxed 10 cents John Epperson. It is suggested to me, that said defendant is possessed of lands liable to sale and execution on this transcript 3¼

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 with above cause April 22. 1862 E.W. Craig J.P.

And afterwards to wit on the 27th day of April 1862 the following writ of Scire Fac. is issued to wit The State of Ohio Union County ss To the Sheriff of said County Greeting. Whereas Matthew Gooding on the 22nd day of March 1861 recovered a Judgment before E.W. Craig one of the Justices of the peace within and for the said County of Union for the sum of $64.76 Debt and 12½ cents against John Milligan upon which said Judgment an Execution was issued by the said E.W. Craig and returned no goods found whereon to levy and it having been suggested to the said E.W. Craig that the said John Milligan is possessed of lands and tenements as he as appears by a transcript of said Judgment and proceedings filed in our Docket of Common Pleas within and for the said County of Union. We therefore command you to make known to the said John Milligan to appear before our said Court of Common Pleas forthwith to show cause why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said Court shall in that behalf consider of him (Seal) Witness James H. Gill Clerk of said Court at Marysville this 27. day of April A.D. 1862 James H. Gill Clerk

Returned forthwith Served by delivering defendant a certified Copy April 27. 1862 W.H. State Sheff. And afterwards on the same day last aforesaid the said defendant having failed to appear show cause why &c It is ordered that the plaintiff have his Execution against the lands and tenements of the said defendant and sell to satisfy said Judgment and for costs herein Expended taxed at $

Attest James H. Gill Clerk

Elba Burnham Admt
of Henry Burnham dec.
v
John Milligan and
Thomas Dawson

Plaintiff hav
the Satisfaction
Attest Samu

Davis &
v
Hiram

Be it remembered that heretofore to wit at the
same day last aforesaid the plaintiff by Mr Laurence his atty filed the
following Transcript from the docket of E W Cray Esqr to wit
February 20th 1842 Suit brought on a note of which the following is a copy
$75.60 September 9th 1839 On or before the first day of December next we
or either of us promise to pay Henry Burnham for value the sum of seventy
five dollars and sixty cents for value Rec'd of him John Milligan Thomas Dawson
Summons dt 20. of Feby 1842 returnable the 5th of March 1842 at one oclock
P.M. Summons returned Served by reading travel 15 cts service 20. Eppes const
March 5. One of the defendants John Milligan appearance and confession
Judgment on the above note. Thereupon consideration that Judgment be ren-
dered against said defendants John Milligan & Thomas Dawson for
the sum of Eighty five dollars & Seventy five cents together with cost
of suit & twenty cents at Sixty cents. Execution issued the 7th of March
1842 and returned the 31. March, no property found money not made
travel 15 cents. Service 20. cents John Eppes constable. It is suggested
to me that said defendants have lands liable to Execution & Sale
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 E W Cray J.P. of the peace said
and aforesaid to wit on the same day & year last aforesaid the following
writ of Scire Fac. issued to wit The State of Ohio Union County ss
To the Sheriff of said County Greeting Whereas Elba Burnham on
the 5th day of March 1842 as Administrator of Henry Burnham dec
recovered a Judgment before E W Cray Esqr one of the Justices of the
peace within and for said County of Union for the sum of $75.15
Debt and 60 cents costs against John Milligan and Thomas Daw-
son upon which said Judgment an Execution was issued by said E W Cray
and returned no goods found whereon to levy, and it having been
suggested to said E W Cray that the said defendants have lands &
tenements as to us appears by a transcript of the said Judgment
and proceedings filed in our Court of Common Pleas in and for said
County of Union. We therefore command you that you make known to
the said John Milligan & Thomas Dawson to appear forthwith before our
said Court to shew cause if any they can why execution should not issue against
their lands and tenements to satisfy said Judgment & further to do and
receive what our said Court shall in that behalf consider of. Their
Seal Witness James H. Gill Clerk of said Court April 27. 1842 Jas H Gill Clk
Returned forthwith Issued by certificate copy April 27. 1842 on John Milligan
And aftwards to wit on the same day and year aforesaid the defendants having
failed to appear and shew cause why &c It is ordered
Returned forthwith Issued by certificate copy April 27. 1842 on John
Milligan Thomas Dawson not found W. Wolcott Sheriff Sheriff's
And aftwards to wit on the 29th day of April 1842 the defendant
John Milligan & the Sheriff having returned Thomas Dawson not found
having failed to appear & shew cause why &c. It is ordered that the

Plaintiff have his Execution against the lands and tenements of said defendant for the Satisfaction of said Judgment and for costs herein expended taxed at $ J R Swan
Attest James H. Lee Clerk

Davis & Hannington
v
Hiram Parker

Pleas before his Honor Joseph R. Swan Esqr President and John Cassil Silas G. Young and James R. Smith his associate Judges at a Court of Common Pleas began & held at the Court House in and for the County of Union and State of Ohio on the twenty second 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 18th day of of April 1842 the plff files the following Transcript to wit Sum $ bill on a note of hand which reads thus $75.11 One day after date I promise to pay Davis & Hannington or order Seventy five dollars and Eleven cents for value received this 18th day of August 1840 Hiram Parker Rec'd Nov. 2nd 1841 on Dow and Spigs piece agreed twelve dollars to apply on this note 12$ June 21. 1841 Bill of particulars of plaintiff filed and Summons issued and delivered to constable Jas W Brooks for the appearance of the defendant on the 1st day of July 1841 at 2 oclock P.M. June 29th 1841 Summons returned Served June 28th 1841 by leaving a copy with the defendants wife and making the contents known to her Jas W Brooks cons. for Service 12½ mileage 25 July 1. 1841 2 oclock P.M. the parties appeared and the defendant acknowledges Judgment in favor of the plaintiffs for the Sum of Sixty [illegible] dollars and thirty nine cents. It is therefore considered by me that the said plaintiffs recover of said defendant the Sum of Sixty six dollars and thirty nine cents and his costs herein incurred Sixty two cts Execution issued and delivered to Jas. W Brooks against the defendant Nov 13. 1841 Dec 13. 1841 Execution returned by constable Jas W Brooks No property found whereupon to make alloy Jas W Brooks cons for mileage 25 cents Execution issued and delivered to Jas W Brooks cons against the defendant March 15. 1842 April 1. 1842 Execution returned, the within named Hiram Parker hath not any Goods or chattels whereof I can make any part of the amount of this Execution & Suggestion Jas W Brooks cost for mileage 25 cents
State of Ohio Union ss I hereby certify the above to be a true copy of the proceedings had before me in said suit Jonathan J Miller J. P. Union Ona aforesaid to wit on the 18th day of April 1842 the following writ of Scire Fac issued to wit The State of Ohio Union County ss To the Sheriff of said County Greeting Whereas Davis & Hannington recovered a judgment before Jonathan J. Miller Esqr one of the Justices of the peace in and for said County of Union for the Sum of 66.39 Debt and 62 cents costs against Hiram Parker upon which said Judgment an Execution issued by the said Jonathan J. Miller was returned No goods found whereupon &c and it having been suggested to the said J. J. Miller that the said Hiram Parker is possessed of lands and tenements as appears by a transcript of the Judgment 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 Hiram Parker 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 Court shall in that behalf consider
of him and have you then there this writ witness James H Gill Clerk
of said Court this 18th day of April 1842 Seal James H Gill Clerk
Returned April 25. 1842 Served by outlying copy April 23. 1842 Wm A Stateler Shff
And afterwards to wit on the same day and year first herein aforesaid the
defendant having failed to appear and show cause why &c. It is ordered that
the plaintiff have his execution against the lands and tenements of said Defdt
to satisfy said Judgment and for costs herein expended taxed at $
Attest James H. Gill Clerk

Peter Hopkins
John Baldwin
} 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 begun and
holden 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 remem-
bered that heretofore to wit on the 18th day of August 1841 the plff sued
out the following writ of Summons out State of Ohio Union County ss
To the Sheriff of said County Greeting. We command you to Summon
John Baldwin 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 Hopkins in a plea of assumpsit — Damages
Five hundred dollars and have you there then this writ, Teste
Witness James H. Gill Clerk of said Court at the Court house aforesaid
this 18th day of August AD 1841 James H. Gill Clerk. Endorsed, "suit
brot on note of hand given to Plaintiff his heirs & assigns for three hundred
dollars dated June 27. 1838 due and 1 day of Nov. 1839 Sat W Crawford
Returned forthwith Served by outlying copy Aug. 18. 1841 Wm A Stateler Shff
And afterwards to wit on the 3d day of Nov. 1841 the plaintiff by his said atty
filed the following declaration 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 AD. 1838 at the County of Union aforesaid made his promissory note in
writing and delivered the same to the said Peter Hopkins and thereby promised
to pay to the said Peter Hopkins his or assigns the sum of three hundred dollars
on or before the first day of November AD. 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 note to the said Peter Hopkins accor-
ding to the tenor and effect thereof. And also for that whereas the said
John Baldwin on the 10th day of July AD. 1838 at the County of Union aforesaid
was indebted to the said Plff in the further sum of five hundred dollars for
the price and value of goods then and there bargained and sold by the plff to
the defendant at his request & in the sum of five hundred dollars for the
price and value of goods then and there sold and delivered by the plff to the
defft at his request. And in five hundred dollars for work then and
there done and materials for the same, provided by the plff for the defft at
his request, and in five hundred dollars for money then and there
lent by the plff to the defft at his request. And in five hundred
dollars for money then and there paid by the plff for the use of the defft
at his request, and in five hundred dollars for money then
and there received by the Defft for the use of the plaintiff. And
in the sum of five hundred dollars for money bound to be due from

the defendant
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the defendant to the plaintiff for an account then and there stated between them. And whereas the deft afterwards to wit on the said tenth day of July last aforesaid being so indebted to the plff in consideration of the premises promised to pay to the said plaintiff the said several sums of money agreeable to the tenor & effect thereof upon request. Yet the said deft hath disregarded his said promises, and hath not yet paid the said several sums of money, nor any either of them nor any part thereof, though often requested so to do. To the damage of the said plff five hundred dollars and thereupon he sues &c By James H Godman atty

Plea filed by Deft April 23. 1842 reads as follows to wit. And the said Elisha White defendant comes and says that he did not assume in manner and form as the said Plff hath complained against him and of this he puts himself upon the country and the said Plff doth the like by W.C. Laurence his Atty

Plff will take notice that defendant will prove and give in evidence on the trial of this cause that there is a mistake and was a mistake in the deed of said note that it was given for the consideration in part of 88 acres of land for which Deft was to pay four hundred and 17/8 one hundred of which was paid at the time of the sale to wit on the 25 day of June 1838 and seventeen to paid to Taylor in whom the fee in the land was vested and the note for the remaining three hundred dollars. That there was due said Taylor seventy five dollars on the land in lieu of seventeen, fifty eight of which was included in the note from the ignorance of the fact, all of which has been paid to said Taylor by Deft and also that defendant is entitled to a set off of fifty Dollars for money paid by Defendant for plaintiffs use at his request By W.C. Laurence 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 Marcus Bingham Ransom Clements Daniel Cox J.B.W. Hayles Samuel Sylvester Joseph Battin Frederic Sagay David Beard John Gabriel Ryan Gray Henry Vangorder and John Ohmer who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did assume and promise in manner and form as the plaintiff hath complained against him and they assess the damages of the said plaintiff at $287.56. Thereupon it is considered that the said plaintiff recover of the said defendant the said sum of two hundred and eighty seven dollars and fifty cents his damages aforesaid so as aforesaid assessed and also his cost in this behalf expended taxed at $

Attest James H. Godman Clerk

James McElroy
vs
Elisha White

Pleas before his Honor Joseph R. Swan Esq. President and John Castle Silas D. Strong and James R. Smith his associates Judges at a Court of Common Pleas begun & holden 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 5th day of August in the year 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 Elisha White to appear at the first day of our next Term to be holden at the Court of Common Pleas in and for said County aforesaid at the Court house in said County to answer unto James McElroy in a plea of trespass on the case Damages one thousand dollars & have you

thereafter this writ - And) Witness James H Gill Clerk of said Court at the Court House aforesaid this 5th day of August A.D. 1841 James H. Gill Clerk
Endorsment Sum but $ to recover damages sustained by Plff by reason of the defendants speaking of and concerning the plaintiff the following false scandalous wicked and defamatory words to wit McStory stole my hay, he (meaning Plff) took his half and then stole half of my half. he (meaning Plff) stole half my hay You (meaning Plff) stole my hay. You (meaning Plff) divided the Stack took away your own half and then stole the half of my half. You (meaning Plff) stole the half of my half of that Stack of hay — Returnable August 10. 1841 Service by an attested copy August 9th 1841 W.H. State Sheriff. Declaration filed by Plff Nov 5. 1841 reads as follows to wit. James McStory complains of Elisha White in a plea of the case for that whereas the said James McStory is and always has been a good and faithful citizen of the State of Ohio and has sustained a fair character among all his neighbors for honesty and morality and has never been guilty or suspected of the crime of larceny and stealing. but the said Elisha White not ignorant of the premises and contriving and intending maliciously and wickedly to injure and destroy his the plaintiffs character to bring him into disgrace among his neighbours and to expose him to the penalty of the law for larceny did on or about the 1st day of July A.D. 1841 at the said County of Union utter and publish with the hearing of a number of persons the following false scandalous wicked and defamatory words of and concerning the said James McStory to wit - "McStory stole my hay" "He (meaning plaintiff) stole my hay". he (meaning plff) "took his half and then stole half of my half." he (meaning plff) "stole my hay" "You (meaning plff) "divided the Stack, took away your own half. and then stole the half of my half" "You" (meaning plff) "stole the half of my half of that Stack of hay" By means of publishing which false and scandalous words the said James is greatly injured in his good name fame and character and has been rendered liable to a prosecution for the heinous crime of Larceny. And whereas also the said James McStory is and always has been a good and faithful citizen of the State of Ohio and has sustained a fair character among all his neighbors for honesty and morality and has never been guilty or suspected of the crime of larceny and stealing, but the said Elisha White not ignorant of the premises and contriving and intending maliciously and wickedly to injure and destroy the Plffs character to bring him into disgrace among his neighbors and to expose him to the penalties of the law for larceny, did on or about the 1st day of July A.D. 1841 and on divers other days between that day and the Commencement of this suit at the said County of Union utter and published in the hearing of a number of persons the following false scandalous wicked and defamatory words of and concerning the said James McStory to wit. "He" (meaning Plff) "stole my hay" "You" (meaning Plff) "divided the Stack, took away your own half and then stole the half of my half. By means of uttering and publishing which false scandalous and defamatory words the said James is greatly injured in his good name fame and character and has been rendered liable to a prosecution for the heinous crime of Larceny. To the damage of the said James one thousand dollars & thereupon he sues &c

A Hall Atty for Plff

filed April 26th 1842 reads as follows to wit. And the said Elisha White comes and defends &c and says that he is not guilty of the premises laid to his charge in manner and form as the said plaintiff hath in the several counts of his said declaration complained against him and of this he puts himself upon the Country W. C. Sawyer his Atty. The plaintiff will take notice that deft on the trial of this cause will in bar of the plaintiffs action give in evidence and insist that plaintiff did take the hay of the ~~plaintiff~~ Defendant as spoken by Defendant, but that the taking under the circumstances did not amount to a larceny in as much as there was a joint-possession of the State until division which precludes the possibility of stealing by either the share of the other which technicality alone saves the plaintiff from the pains & pains of larceny By Wm C Sawyer. And afterwards to wit on the same day and year first herein after said came the parties by their attys and thereupon came a Jury to wit Robert Graham Joseph Gibson Ransom Clements D. B. Wagner Samuel Tyler Joseph Bolton Frederic Sager Darius Beane John Gabriel Ryan Gray Harry Vangorder and John Shuman 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 not guilty in manner and form as the plaintiff hath complained against him. It is therefore considered that the defendant go hence without day and recover of the ~~plaintiff~~ plaintiff his costs in this behalf expended taxed at $ Dollars and cents

Attest James H. Gill Clerk

J R Sprague

Stephen L. Miller
v
Stephen M'Cain

Pleas before Hon Joseph R. Swan Edge President and John Cassil Silas G. Strong and James R. Smith 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 April in the year of our Lord one thousand eight hundred & forty two. Be it remembered that heretofore to wit on the 4th day of Nov 1841 the complt by Comins his attorneys filed the following bill in Chancery to wit To the Honorable the Judges of the Court of Common Pleas of the County of Union while in Chancery sitting Humbly complaining sheweth unto your honors your orator Stephen L. Miller that heretofore to wit on the day of 18 he became the security of one Stephen M'Cain of Marysville in this County to the firm of Hart Ingoldsby & Co of the city of New York on a note for $ that afterwards to wit at the term of this Court the said Ingoldsby & Co. recovered Judgment against the said Stephen M'Cain on said note for the sum of Two hundred and three dollars and eighty three cents damages and seven dollars and twelve and one half cents costs of suit as by the Records of this Honorable Court to which your orator prays a reference will more fully appear. And your orator further Sheweth that on the 25th day of August 1838 an Execution issued on said Judgment in favor of Hart Ingoldsby & Co against the said Stephen M'Cain directed to the Sheriff of Union County which was levied in conjunction with one in favor of Matthew J. Gilbert for $146.25 cts Damages & $7.50 cts of suit on the following Real Estate to wit four acres of land lying on the South east side of the Town of Marysville bounded South & West by the lands of Silas G. Strong appraised at forty dollars per acre, and returned by said Sheriff to the

October Term of this Court A.D. 1838 not Sold for want of bidders. all of which will more fully appear by a reference to the Records of this Honorable Court. And your orator further Showeth that Said Execution in favor of Stout Ingoldsby & Co against the Said Stephen M Cain was also levied in conjunction with one in favor of Sherman Finch against the Said Stephen M Cain for $ 224.67 Damages & $8.23 cents costs of Suit on the following real Estate belonging to the Said Stephen M Cain to wit 22 feet on the South side of Outlot No 64 in the Town of Marysville and returned by Said Sheriff not Sold for want of bidders as by the Records of this Court to which your orator prays reference will more fully appear. And your orator further represents that afterwards Court at the day of 1839 the Said Stout Ingoldsby & Co. issued a Scire Facias on Said Judgment against Said Stephen M Cain against your orator to make him a party to Said Judgment as the Security of Said Stephen M Cain and at the April Term of this Court 1839 a Judgment was rendered against your orator on Said Scire facias in favor of Said Stout Ingoldsby & Co. for the full amount of Said Judgment and costs against the Said Stephen M Cain together with costs of Suit on Said Scire facias as by the Records of this Court will more fully appear. And your orator further Represents that Since the rendition of Said Judgment against him on the Scire facias above mentioned he has fully paid and Satisfied the full amount of Said Judgment Interest and all costs of Suit amounting to about the Sum of $295.00. And your orator further represents that Said Stephen M Cain is wholly & entirely insolvent and has no property of any description to pay or Satisfy the demand of your orator against him for the money so paid by your orator for Said Stephen M Cain to the Said Stout Ingoldsby & Co. as aforesaid. Your orator therefore prays that Said Stephen M Cain may be made defendant to this bill & be compelled to answer the same and that on final hearing of this your Honor would order adjudge & decree that the proceeds of Said Sale of Land above mentioned and also the twenty two feet on the South Side of Outlot No 64 in the Town of Marysville when Sold by virtue of the Executions and liens to made as aforesaid be ratably divided between your orator the Said Stout Ingoldsby & Co. & Said Sherman Finch Plff in Execution as above mentioned & that your Honor 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 Honor Shall seem meet and your orator will &c Seminis Subs for complt

Whereupon the following writ issued to wit The State of Ohio Union County ss
To the Sheriff of Said County Greeting We command you that you Summon
Stephen M Cain to appear before our Court of Common Pleas in and for the
County aforesaid at the Court House in Said County forthwith. to answer the matters
and charges contained in a bill in Chancery Exhibited against him by Stephen
L. Mellen and this he Shall do in no wise omit under the penalty of one thousand
dollars and have you then there this writ (Seal) Witness James H Ewing Clerk
of Said Court at the Court house in Marysville this 6th day of November 1841 J. H. Ewing Clk
Returned forthwith Served by outputting Copy Nov 4. 1841 Wm N Slate Sheriff
And afterwards to wit on the Same day and year first herein aforesaid this
Cause coming on to be heard on the bill & Exhibits of record upon which
the bill and the defendant having failed to plead answer or demur
the Same is taken as confessed and the Court being fully advised in
the premises do find the Equity of the case with the Complainant, the
Court do therefore order adjudge and decree that out of the proceeds

of the Sale of said four acres of land mentioned in Complainants bill, & also out of the proceeds of the Sale of twenty two feet off the South Side of Sulet No 66 mentioned and described in said bill the Sheriff of this County pay to the said Stephen L. Miller the Complainant the proportion that two hundred and ninety four dollars the amount paid by said Stephen L. Miller to the said Stout Sugerby &co as mentioned in complainants bill will bear to the Judgment of one hundred and forty six dollars and twenty five cents in favor of Matthew J. Gilbert and to the sum of two hundred and twenty four Dollars and seven cents the amount of the Judgment in favor of Sherman Finch as mentioned in Complainants bill so soon as the same may be Sold by virtue of Executions issued on said Judgments in favor of said Matthew J. Gilbert & Sherman Finch as mentioned in Complainants bill. After deducting thereout the costs of this Suit to be taxed &c

Attest James H. Gill Clerk

JR Swan

Cadwallader Wallace
&
John M. Patton
&
John M. Patton
&
Cadwallader Wallace

Pleas before his Honor Joseph R. Swan Esq President and John Cassil, Silas G. Strong and James R. Smith 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 June in the year of our Lord one thousand eight hundred and forty two

Be it remembered that heretofore to wit on the 31st day of March 1837 the complainant Cadwallader Wallace by J Swan Esq his Attorney filed his bill in Chancery against said Patton which reads in the words and figures following to wit. To the Honorable the Judges of the Court of Common Pleas of the County of Union in the State of Ohio in Chancery sitting. Humbly complaining Sheweth unto your Honors your orator Cadwallader Wallace That your orator is seized in fee simple of the following described tract of land situate in said County of Union to wit Surveys Nos 13449, 13440 & 13526 of six hundred and fourteen acres beginning at a Maple oak and hickory on the line of Mason and Evans Survey No 9877 North east corner to William Pelhams upper Survey No 6307 thence South 80 E. 427 poles to two bur oaks and an ash corner to said Survey in the line of his middle Survey No 6307. thence North 7 E. 270 poles to a sugar tree hickory and red oak in the line of his most easterly Survey No 6307 thence with said line north 10 degrees west 55 poles to two beeches north east corner to said Survey. thence North 80 E. 10 poles to a beech and ash in the line of said Survey. thence with the line of William Murdochs Survey No 12654 North 18 west 335 poles to an Elm and hom beam north west corner to said Survey. thence S. 78 W. 294 poles to the beginning.

And your orator further States that a patent issued to your orator for said land from the United States of America dated the 10th day of November A.D. 1836. Your orator charges that he claims the legal title to said tract of land and is in the possession thereof under said Patent. Your orator further charges that one John M Patton now a resident of the State of Virginia and whom your orator prays may be made defendant to this Bill is setting up some claim and pretends that he as trustee or in his own right has some claim equitable or legal to said tract of land so as aforesaid patented by your

orator and of which your orator has the possession and in Speeches & endeavoring to convince those would purchase from your orator. That your orators title is defective and thus cast a Shade of Suspicion on your orators title and prevents him from selling said lands or otherwise enjoying the same unmolested and undisturbed. Your orator is ignorant of the title if any which said Patton pretends to hold to said tract of land but has been informed said Patton claims under some entry or Survey of prior date in some persons name. Your orator suggests & Hereave that said Patton has no just or honest claim in law or equity to said land. But if he has any the same is inferior and subordinate to the claim and title of your orator. The said Patton also refuses to relinquish and release to your orator, although he is well aware he has no just-paramount claim to said lands, all which actings and doings of said Patton are contrary to equity and good conscience & tend greatly to the wrong and injury of your orator. In tender consideration whereof & for asmuch as your orator is without remedy at law and can only have his title quieted therein in this honorable Court, to the end the said that said Patton may upon his corporal oath, true, perfect & full answer make to all and singular the premises, and more particularly that said Patton may set forth and say what title or claim he hath or pretends to have in the lands of your orator in the bill set forth and which have been pretended to your orator & set forth the title interest and claims and from whom derived or pretended to have been derived & And your orator prays publication as to the pendency of the bill agreeably to law and the usages of this Court and on hearing that said John M. Patton may be compelled to surrender his right title interest estate in and claim to said land to your orator, and that your orator may be forever quieted in his title of and possession in said land, and that your Honor would grant your orator such other and further relief in the premises as the nature of the case requires &c

G. Swan Sol. for Compt

And afterwards to wit on the 27th day of March 1837 came the complainant by G. Swan Esq and filed his Bill, and thereupon the Court ordered that the pendency and a Summary Statement of the object and prayer thereof to wit that complainant claim legal title to said premises of 614 acres of land Surveys Nos 13449, 13440 & 13526 situated in the Virginia Military District in the County of Union that John M. Patton is setting up some claim thereto or interest therein and the Bill prays that the complainant may be quieted in his title as against said Patton and for General notice to be published in the Ohio State Journal for four consecutive weeks prior to next Court And afterwards to wit on the 20th day of April 1838 The defts by Mason and Lenbut enters his appearance and the cause is continued with leave to file answer within 60 days. And afterwards to wit on the 19th day of June A.D. 1838 the defts by Mason & Lenbut his attorneys filed his answer as follows to wit. The answer of John M. Patton defendant to the bill of Cadwallader Wallace complainant. The said John M. Patton now comes and for answer to said bill of Cadwallader Wallace says that Robert Patton late of the State of Virginia in his lifetime deceased did in his lifetime purchase for a valuable consideration and hold by assignment from one Reuben Briscoe, a captain in the Virginia Line in continental

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Establishment a Military Warrant for Services in the war of the Revolution which warrant No 4952 called for one thousand acres of land to a copy of which Warrant duly certified under his hand and seal of office by the Surveyor for the Virginia Military District in the State of Ohio marked (A.) is hereunto attached prayed to be considered as part of this answer. This Warrant was by the said Robert Patton put in the hands of the late Lucas Sullivant of Franklin Co. Ohio, to be by him entered in the district of Country between the Scioto and Little Miami Rivers Reserved by the State of Virginia for the Satisfaction of the claims of her officers and Soldiers on continental Establishment. And the said Sullivant did by virtue of this Warrant Claim entry thereof being Entry No 4572 for one thousand acres of land to be made at the Cost of said Surveyor to a copy of which entry hereto annexed & Marked (B.) this Respondent Refers and prays that the same may be taken as part of this his answer. This entry was made in that part of the district Military which lies in the County of Champaign Ohio and it interferes as this Respondent is informed and believes with a prior Survey No 3695 of 666⅔ acres of land in favor of Thomas Teagin entered by the United States to Robert Campbell & patent bearing date 5th April 1800. In consequence of this interference Respondent is informed and believes that Sullivant about the thirtieth day of December 1817 addressed a letter to the principal Surveyor of said Military district and directed him to withdraw the entry aforesaid and to enter this Warrant on a tract of vacant land in Union County and the Warrant was withdrawn and entered accordingly to a copy of which letter marked (A.) and of the entry No 4572 marked (B.) hereunto annexed, this Respondent refers and prays that they may be taken as part of this answer. Respondent is informed that the land appropriated by the entry in Union County is the same in whole or in part that the complainant hath full knowledge of the rights of Respondent in the premises, aforesaid unjustly entered and surveyed and for which he has obtained a patent from the United States, this Respondent in further answering says he is informed and believes that after the withdrawal and entry of said warrant as already set forth, some person without the knowledge or authority of the said Robert Patton executed and returned a Survey of the entry in Champaign and subscribed a procure to be subscribed to said Survey the name of Duncan McArthur one of the Deputy Surveyors for said Military District. The Surveying of this entry after it had been vacated was by whomsoever done an unjustifiable intermeddling with the affairs of another and an act wholly unauthorized by the said Robert Patton to a copy of said Survey No 4572 hereunto annexed, marked (C.) this Respondent refers and prays that the same may be taken as a part of this answer. The Respondent further says that the said Robert Patton did by a deed duly executed & delivered and bearing date the 18th day of April A.D. 1821 sell and convey to this Respondent and one Robert Patton Junior all his real and personal Estate in trust for the uses and purposes in the same deed Specified. Among other tracts of so conveyed was the Entry now in controversy which was described in the deed as lying in Champaign County and containing one thousand acres by estimation and which had not then been Surveyed and patented. to a copy of which deed hereunto affixed marked (D.) this Respondent refers and prays that the same may be taken as part of this Answer. At the date of this deed this Respondent was ignorant and he believes that the other parties thereto

equally ignorant as acct of the fact that the warrant aforesaid had been withdrawn from the land in Champaign County as that a Survey of the entry there had been made & hence the land in Question was erroneously described in the deed aforesaid as lying in that County & unsurveyed. The said Robert Patton departed this life about november 1828 and the said Robert Patton Jr departed this life about the year 1829 or "30. This Respondent accepted the trusts in the said Deed Specified and he has from the date thereof been engaged in their execution. He claims as Surviving Trustee, the land in controversy and believes his equitable title thereto is superior to the title which the complainant sets up to the same. He denies all fraud and prays to be hence dismissed with his costs Jno. M. Patton. Aforesaid Sets

County of Washington, Washington, District of Columbia ss. Before me Samuel Burch a Justice of the peace within and for the District of Columbia personally appeared Jno. M. Patton the above named defendant and after being duly sworn according to law deposes and says that the matters and things in the foregoing answer contained so far as stated to be of his own knowledge are true, and so far as stated to be information derived from others he believes to be true and further the deponent saith not Sworn to and subscribed this 14th day of Oct. 1837 S. Burch Justice of the peace Jno M. Patton

District of Columbia Washington County to wit

I William Brent Clerk of the Circuit Court of the District of Columbia hereby certify that Samuel Burch Esqr before whom the above deposition was made and who has thereto subscribed his name was at the time thereof a Justice of the peace in and for the County and District aforesaid duly commissioned and Qualified (Seal) In Testimony whereof I have hereunto subscribed my name and affixed the Seal of said Court at the city of Washington this 14th day of October 1837 Wm Brent Clerk

Exhibit B. reads as follows to wit Land office Military Warrant No. 4952

To the principal Surveyor of the land Set apart for the officers and Soldiers of the Commonwealth of Virginia (Seal) This Shall be your warrant to survey & lay off in one or more Surveys for Reuben Busco his heirs & assigns the quantity of one thousand Acres of land due in part unto the said Reuben Busco in consideration of said Reuben Buscos services for the war as a captain in the Virginia Continental Line agreeably to a certificate from the Governor and Council which is required into the land office Given under my hand and the Seal of the said office this twenty Sixth day of April in the year one thousand seven hundred (Signed) Wm Pinn Regr. Land office

assigned as follows to wit (For value Rec.) I assign the within warrant to Robert Patton his heirs and assigns forever Reuben Busco

Test Barbo Blunt

Surveyors office for the Virginia Military District within the State of Ohio I Allen Latham Surveyor of said Military District do certify that the foregoing is a true copy of Warrant No 4952 in the name of Reuben Busco also of his assignment thereof to Robert Patton in my possession.

(Seal) Given under my hand and seal of office at Chillicothe this 11th day of May one thousand eight hundred and thirty eight and the 62nd year of the Independence of the United States Allen Latham

Exhibit A. reads as follows to wit 1806 Oct 5 No 4572 Robert Patton assr enters 1000 acres of land on a Military Warrant No 4952 beginning at the Southeast corner of the Representatives of Entry No 3684 running

No. 69. E. 400 p
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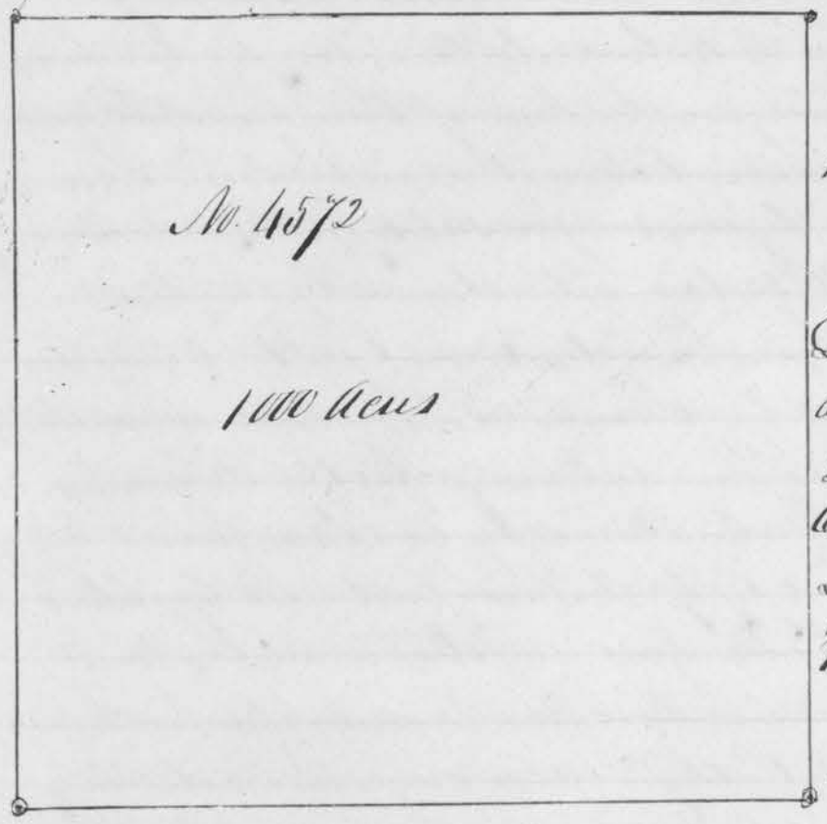
N. 69 E. 400 poles. thence at right angles S. 21 E. for quantity (with the same executed 6/6)
Reads as follows to wit, January 20th No 4572 Robert Patton assignee enters 1000
acres of land on a Military Warrant No 4952 on the waters of Scioto beginning at
a Maple ash and and Hickory on the Indian boundary line Northeasterly cor-
ner to Wm Pelhams Survey No 6307 for 1200 acres running S. 18. E. 427 poles to
the corner of said Survey in the line of another of said Pelhams Surveys No 6307
thence with the line of the last mentioned Survey N. 72 E. 600 poles, thence
N. 18 West 376 poles. thence S. 80 West 607 poles to the beginning (426 6/)
A. reads in the words and figures following, to wit December 30th 1817
Dr Sir It appears that an error has been committed in my locating & surveying
a claim in the name of Fagan and that of Patton Robert Patton No 4572 in as
much as the latter is upon the former which was carried into grant long since by
me. Therefore I have thought it advisable for the benefit of Patton to withdraw
his Entry which you will please to do on the reception of this and receive
the same as below with Esteem and due respect I am Sir Yours Sincerely



Surveyed for Robert Patton assignee 1000 acres
of land on a military Warrant No 4952
on the waters of Mad River beginning at two
hickories Southeast corner to James
Searcy No 3684 thence N. 69 E. 400
poles crossing several branches to a small
Dogwood a large White ash and two small
Elms thence S. 21. E. 400 poles to two small
Dogwoods and a large Red oak thence S.
69 West 400 poles to a Black oak and two
Lynns from one root thence N. 21 W. 600
poles to the beginning Sworn & Danl Mc Arthur
July 12. 1820

Nathan Brown
James Scopes } C.C. C.P.

Surveyors Office for the N.W. Military District within the State of Ohio.
I Allen Latham Surveyor of said Military District do certify that the two fore
going entries and Survey No 4572 are correctly transcribed from the Records
of this Office and that the same two entries and the Survey are the only ones
recorded in this Office made on Warrant No 4952 and numbered 4572
(Seal) Given under my hand and Seal of Office at Chillicothe this 24th
day of Oct 1835 and the 60th of the independance of the U. S. Sgn Allen Latham
"D." Reads in the words and figures following, to wit This Indenture made the
18th day of April in the year of our Lord one thousand eight hundred and twenty one
between Robert Patton of the County Frederick burg and State of Virginia of
the one part and Robert Patton Jr and John M. Patton both of the County and
State aforesaid of the other part. Whereas the health of the said Robert Patton has
become very precarious and he is unable to attend to his affairs any longer
without great inconvenience. and is therefore desirous of confiding the man
agement of all his business to the said Robert Patton Jr and John
M. Patton for the purpose of finally settling and adjusting the same as
far as may be in their power, and moreover to provide a fund for
the satisfaction of his Debts in the order herein after mentioned that
in the first place to pay and discharge a negotiable note drawn by
William Madison in favor of the said Robert Patton for the sum of five hundred

which note hath been endorsed by the said Robt Patton and discounted in the Bank of Virginia at their office of discount and deposit in the Town of Fredericksburg for the accommodation of the said Robert Patton. Also a note drawn by Churchill Jones in favor of the said Robt Patton for two thousand three hundred and thirteen dollars, which hath been endorsed in like manner for the accommodation of the said Robt Patton and discounted in the said Bank at their office aforesaid, for the accommodation of the said Robert Patton, Also two notes drawn by William Jones, one for the sum of one thousand one hundred and twenty Dollars the other for the sum of one thousand two hundred and forty Dollars, which hath been endorsed in like manner and discounted in said Bank at their office aforesaid for the accommodation of the said Robert Patton, Also a note drawn by said Robert Patton Sr in favor of the said Robt Patton for the sum of Two hundred and fifty dollars endorsed in like manner and discounted in the Farmers Bank of Virginia at their office of discount and deposit in the Town of Fredericksburg for the accommodation of the said Robert Patton. Also three notes drawn by the said Robert Patton endorsed by Anthony Buck, one for the sum of Two hundred dollars, one for two hundred and fifty dollars and the three for the sum of three hundred and twenty dollars all which notes have been discounted in the said Farmers Bank at their office of discount and deposit aforesaid for the accommodation of the said Robert Patton, Also two notes drawn by the said Robert Patton, one for the sum of three hundred and fifty and one for two hundred dollars endorsed by James Ross and discounted in the said Farmers Bank at their office aforesaid for the accommodation of the said Robert Patton- Also a note drawn by the said Robert Patton for the sum of four hundred and fifty-dollars endorsed by Robt Patton Sr. to John Stanard which is payable and negotiable in the said Bank of Virginia at their office aforesaid and was so endorsed for the accommodation of the said Robert Patton- Also one other note drawn by the said Robert Patton in favor of Jones Green for the sum of one thousand three hundred and twenty six dollars and ninety six cents which is also in existence for the accommodation of the said Robert Patton And whereas it is contemplated that other notes will be drawn and endorsed in like manner from time to time in order to renew and continue the accommodation of the said Robert Patton upon all and every one of the several sums of money secured by the notes aforesaid. The true intent and meaning hereof being not only to secure the payment of the notes aforesaid or those substituted from time to time for the purposes aforesaid but effectually to save harmless and indemnify the several endorsers upon the several notes so drawn or to be drawn and endorsed as aforesaid. And also the notes drawn by William Madison Churchill Jones William Jones and Robt Patton Sr or to be drawn by them for the purpose of continuing the accommodations of the said Robert Patton, and in the second place to discharge the individual Debts of the said Robert Patton pari passu. with the following exceptions viz. that they shall previously pay and satisfy a Debt due the Estate of Major Benjamin Day to which Hugh R. Patton is security, and shall also indemnify and save harmless the securities for the Administration of the Estate of James Hunter by the said Robert Patton, in the manner hereinafter

mentioned.
Dykes & Jeans
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mentioned. and in the third place to pay and discharge the debts of the firm of James Dykes & company which was composed by the said Robert Patton and James Dykes in manner hereinafter declared, and it is hereby declared to be the true intent of this instrument to postpone the creditors of the firm of James Dykes & co to the individual creditors of the said Robert Patton whatever the original consideration of their claims was a debt due by the said firm whether the said Robert Patton hath or hath not given his separate note or bond for the same or in any way contracted for its payment, and to accomplish these objects, the said Robert Patton hath agreed to convey to the said Robert Patton Junior & John M. Patton and the survivor of them and the heirs & assigns of such survivor the lands and other property hereinafter mentioned and to assign all his debts to the said Robert Patton Jr and John M. Patton and the survivor of them and the heirs and assigns of such survivor, trusts and upon trust hereinafter mentioned, and to give them all necessary power to accomplish the objects intended without incurring any responsibility. Now therefore this Indenture witnesseth that the said Robert Patton for and in consideration of the premises and also for the further consideration of the sum of one dollar by him in hand paid by the said Robert Patton Jr and John M. Patton (the receipt whereof before the sealing and delivery of these presents is hereby acknowledged) the said Robert Patton hath bargained ~~sold~~ sold & conveyed transferred and assigned and by these presents doth grant bargain sell and convey transfer and assign unto the said Robert Patton Jr and John M. Patton and the survivor of them and the heirs and assigns of such survivor the following tracts of land situate, lying and being in the State of Kentucky, Viz: One tract containing two thousand and sixty six and two thirds acres which said tract was patented in the name of John Downing and conveyed by the said Robert Patton by assignment upon the Patent to the said Robert Patton by said Downing. Also one thousand acres on Cabin creek in Mason County conveyed to the said Robert Patton by William Ray attorney in fact for Thomas Lomax as will more fully appear by the deed duly recorded, also his interest in a tract of land containing one thousand nine hundred and twenty two acres which was conveyed to him by the Commissioners of Bankruptcy in the case of Samuel Magoon a Bankrupt to ascertain which interest and a more particular description of the land reference may be had to the said deed of conveyance duly recorded, and concerning which a suit is now depending in one of the Courts of the State of Kentucky. also a tract of land containing by survey ten thousand two hundred and forty acres part of which hath been sold, purchased of John Lewis being part of a survey of thirty six thousand acres patented in the name of Hackly Gunnor & Patton lying in Knox County. also one tract on the waters of Glen creek patented in the name of James Mercer and assigned to the said Robert Patton

and containing

Also one tract containing

seven hundred and seventy eight acres and purchased of John Lewis and lying in Hopkins County as will more fully appear by the deed of conveyance from said Lewis which hath been duly recorded. Also the following tracts of land situate lying and being in the State of Ohio to wit. One tract containing one thousand and sixty two acres on the waters of Brush creek in the County of Highland conveyed to the said Robert Patton by the heirs of John Mackey. this tract is supposed to have been sold by Allen Trimble for the benefit of the said Robert Patton and in such event the said Robert Patton Jr and John M Patton are to have claim and demand the proceeds of such sale in lieu of the land also two other tracts. one containing seven hundred and fifty acres the other containing two hundred and fifty acres purchased from

Shelton Jones and patented in the name of Robert Patton and Philip R. Thompson, one undivided moiety of which belongs to the said Robert Patton and is hereby conveyed to the said Robert Patton Jr and John M. Patton, also one other tract lying in Champaign County containing one thousand acres by estimation, which has not yet been surveyed and patented & to do which a contract has been made with Allen Latham for which service he is to have a proportion of the land. Also the following tracts of land in the State of Virginia to wit one tract containing nine thousand acres in the County of Bath on the Cowpasture River which was conveyed to the said Robert Patton by Charles Gallagher as will more fully appear by a reference to the deed duly proved and Recorded. Also one tract lying in the Counties of Bath and Greenbrier containing eleven thousand acres which was patented in the name of Charles Gallagher. Also one undivided three of a tract of land in the County of Greenbrier containing three thousand acres belonging to the said Robert Patton in company with and Pollards. - also one other tract lying on Richards Creek patented in the name of Isaac Whittaker assignee of Carter Gray and purchased by the said Robert Patton from Herndon, and containing one thousand acres - Also two tracts of land in the County of Montgomery one lying on Mountain Run containing and the other lying on the Rapid Ans. the first of which has been conveyed by deed of trust to Robert Patton Jr for the purpose of indemnifying Samuel Slaughter & Philip Slaughter as endorsers for the said Robert Patton, who have since assigned their interest in the same to the Bank of Virginia and the last tract has been conveyed to the said Robert Patton Jr in trust to secure the amount of a decree obtained against the said Robert Patton in the Federal Court for the Virginia District as Administrator de Bonis non of James Hunter. which said tracts are now conveyed subject to the said prior liens for a particular discription of said lands reference may be had to the said deeds of trust which have been duly recorded, also the following slaves, to wit. John his wife and their children. Blacksmith Joe his wife and their five children Nancy and her child, Olivia his wife and their seven children Billy his wife and their four children, Jenny and her two children Susanna and her three children, Reuben his wife and their three children Daniel his wife and their two children Maria and her two children. Moses his wife and their child. Peggy and her two children, Alex Daniel and his four children Joshua and his child Ned and his child and Lewis and all the future increase of the females. Some of these slaves are now living on the tract of land on Mountain Run. and the others on the Rapid Ann tract aforesaid - Also eight horses thirty five head of cattle, all the sheep on the said last mentioned plantation amounting to eight or a hundred or there abouts - also all the plantation utensils on the said farm and also all the debts due or to become due to the said Robert Patton consisting of bonds notes Bills mortgages deeds of trust and open accounts or in any way or manner whatsoever - Also all the household and kitchen furniture now in the possession or enjoyment of the said Robert Patton - [Also a carriage and Harness together with all the property of the said Robert Patton real personal or mixed in possession reversion or remainder whether in law or equity -] To have and to hold all and singular the lands tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof together with all the slaves and other property hereby conveyed and all the debts hereby assigned

and transferred unto the said Robert Patton Jr and John M. Patton and the survivor of them & the heirs and assigns of such survivor forever to their own proper use and behoof, Upon Trust nevertheless that the said Robert Patton Jr and John M Patton or in case one of them shoudy die, then the survivor his heirs and assigns shall with all convenient speed make sale and dispose of said lands Slaves and other property hereby conveyed either at public Auction or private sale in such reasonable manner as they may deem most proper either for ready money or upon such credit as they may most likely to effect a sale and enhance the price of the aforesaid property, And the said Robert Patton doth hereby authorize and Empower the said Robert Patton Junr and John M. Patton and the Survivor of them and the heirs and assigns of such Survivor for the uses and purposes aforesaid to ask demand, sue for, recover and receive of and from the several debtors of the said Robert Patton the debts respectfully due by them and hereby assigned and transferred to the said Robert Patton Jr and John M Patton as aforesaid, and to have use and take all lawful ways and means whatsoever for the recovering of said debts so assigned and the said Robert Patton Jr and John M. Patton and the Survivor of them and the heirs & assigns of such Survivor are hereby fully Authorized to adjust the amount of the several debts so due to the said Robert Patton, & make compromises with them and to compound part Same or any part thereof as they may deem most advisable. and out of the money arising from the Sale of the lands Slaves and other property hereby conveyed and from the collection of the debts hereby assigned and transferred as aforesaid they are empowered and required after having paid and satisfied all the costs charges and expenses attending the creation and execution of this trust and all reasonable expenses & any responsibility and pains by them in attending to the execution of the trust hereby declared & after retaining a commission of five per centum upon the amount of Sales and upon the debts collected. as compensation, in the first place to pay and discharge all the respective notes aforesaid together with all interest and costs which may have accrued thereon, or such other notes as may be drawn and endorsed from time to time for the purpose of continuing the accommodation of the said Robert Patton as herein contemplated including the notes drawn by William Madison Churchill Jones William Jones & Robert Patton Jr for the accommodation of the said Robert Patton or which may be drawn for continuing his accommodation in relation to those last mentioned notes the true intent and meaning hereof being not only to provide a fund for the payment of the respective sums due by the notes aforesaid but completely to indemnify and save harmless the endorsers aforesaid against and from all liability in consequence thereof or any future endorsements as herein contemplated and to indemnify the said William Madison Churchill Jones William Jones and Robert Patton Jr and to save them harmless in consequence of having drawn the notes aforesaid for the accommodation of the said Robert Patton, or any future notes or notes which they may respectively give for renewing the same notes as herein contemplated and in the second place to pay and satisfy a bond due the Estate of Major Benjamin Day amounting to $1300 or thereabouts to which bond Hugh M Patton is Security and after having fully paid and satisfied said Bond, to apply the funds in their hands to the indemnification of the Securities of the said Robert Patton as Administrator de bonis non of James Hunter deceased and after having fully indemnified the said Securities shall proceed to pay all the individual debts of the

said Robert Patton, if there shall be sufficient to pay them all, otherwise to distribute the funds in equal proportions among the said individual creditors, and it is declared to be the true intent and meaning of this deed, that all debts contracted by the said Robert Patton individually, whether in his private capacity as Guardian Executor or administrator shall be considered as individual debts & when the claims of the said creditors are not ascertained, the said Robert Patton Sr and John M. Patton and the survivor of them and the heirs and assigns of such survivor are authorized to settle adjust and liquidate the same, and if any creditor or creditors of the said Robert Patton shall fail to exhibit to the said Robert Patton Sr and John M Patton his or their respective demands within six months after they shall have advertised in one or more public newspapers for the creditors to exhibit their respective demands then the said Robert Patton Sr & John M. Patton and the survivor of them and the heirs and assigns of such survivor may distribute the funds among the individual creditors of the said Robert Patton who shall have exhibited their demands as aforesaid and may then proceed to apply the residue of the funds to the payment of the debts of the firm of James Dykes & Company as hereafter mentioned without incurring any personal responsibility to such individual creditor or creditors of the said Robert Patton as shall so fail to exhibit their demands as aforesaid and in the last place to apply the residue of the trust funds to the payment of the debts of the firm of James Dykes & Company. But if any creditor or creditors of the said James Dykes & Company shall fail to exhibit to the Trustees aforesaid their respective demands within six months after they shall have advertised in one or more public newspapers for the creditors of the said firm to exhibit their demands then the said Robert Patton Sr and John M. Patton and the survivor of them and the heirs and assigns of such survivor may distribute the funds among the individual creditors of the said James Dykes & Company who shall have exhibited their claims. the said Robert Patton Sr and John M Patton and the survivor of them are not to be held responsible personally to the creditors or creditor who may have failed to exhibit their demands within six months after having been notified to do so as aforesaid. and it is declared to be the true intent and meaning of this deed that all debts the original consideration for which was a debt due by, or a contract made by the said James Dykes and Company whether the said Robert Patton shall have given his individual note bound as aforesaid for the same or shall in any way individually guaranteed or contracted for its payment are to be considered debts due by the said firm not provided for by this deed until all the individual creditors of the said Patton as above defined shall be fully paid and satisfied And it is also declared that the said Robert Patton Sr and John M. Patton are empowered to delegate each to the other when convenience may require it, the authority to act for him in and about the duties and authorities hereby required and entrusted from and to them, and it is hereby further declared that nothing herein contained is to be so construed as to render the said Robert Patton Sr and John M Patton or the survivor of them or the heirs and assigns of such survivor answerable or responsible for any loss, mismanagement, mistake neglect or default unless the same be wilful, nor are they or he to be held responsible or bound to institute suit against such of the debtors of said Robert Patton as they may deem or think insolvent. and the said Robert Patton hereby covenants with the said Robert Patton Sr and John M Patton that he

will warrant and defend the title to the lands slaves and other property hereby conveyed against himself his heirs and all other persons claiming or to claim by through or under him. In witness whereof the parties have hereunto set their hands and affixed their seals the day and year first above written

Rob. Patton Seal
Robt Patton Jr Seal
Seal

Signed Sealed and delivered in presence of
Corporation of Fredericksburg to wit
Wm Allen and John Hart Justices of the peace in the Corporation aforesaid in the State of Virginia do hereby certify that Robert Patton and Robert Patton Jr parties to a certain Deed bearing date on the 26th day of April and hereto annexed personally appeared before us in our Corporation aforesaid and acknowledged the same to be their ~~voluntary~~ act and deed and desired us to certify the same acknowledgement to the Clerk of the County Court of Culpeper in order that the said Deed may be recorded Given under our hands & seals this 27th day of April 1821

Wm Allen Seal
John Hart Seal

Culpeper County Clerks Office 26th April 1821
This Indenture between Robert Patton of the one part and Robert Patton Jr of the other part was acknowledged by the said Robert Patton and Robert Patton Jr parties thereto before two Magistrates of the Corporation of Fredericksburg and thereupon filed in the Clerks Office of the Court of said County whereupon with the certificate thereon endorsed is admitted to Record

Virginia
Test F. F. McLightfoot Dc

I Francis F. Lightfoot Clerk of the County Court of Culpeper County in the State aforesaid do hereby certify that the foregoing is a true transcript from the Records of said Court (Seal) In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court this 27th day of September 1837 and in the 62d year of the Commonwealth F. F. Lightfoot

Culpeper County set I Philip Slaughter Deputy or presiding Justice of the peace in the County aforesaid in the State of Virginia do hereby certify that Francis F. Lightfoot who has given the preceding certificate is Clerk of the County Court of said County, and that his foregoing attestation is in due form of law Given under my hand this 27th day of September 1837 and in the 62d year of the Commonwealth Phil. Slaughter

And afterwards towit on the 13th day of July 1838 the complainant filed the following Replication viz. And the said Complainant for Replication saith that the matters and things in complainants said bill are true, and the answer of the defendant is uncertain, untrue and this the complainant is ready to verify &c

J Swan Atty for Compl't

And afterwards towit on the 10th day of November 1838 the said Deft by Morgan & Corbett his attorneys filed this cross bill as follows viz

To the Honorable the Judges of the Court of Common Pleas in and for the County of Monroe in Chancery Sitting. The petition of John M Patton of the State of Virginia one of the Children and heirs at Law of Robert Patton late of the State aforesaid who departed this life or about the month of in the year Eighteen hundred and Respectfully represents to your Honors that his late father the said Robert Patton in his lifetime held in his own right by assignment from one Reuben Biscoe a Virginia Military land warrant No 495 for one thousand acres of land issued by the Commonwealth of Virginia to the said Reuben Biscoe on the 26th day of April in the year Eighteen hundred in consideration of services by the

as a Captain in the Virginia Continental line. which warrant the said Robert Patton afterwards and about and about the fifth day of October in the year Eighteen hundred and four. caused to be located on a tract of one thousand acres of land in the Virginia Military District in Champaign County in the State of Ohio reserved for the satisfaction of the officers and Soldiers of the Virginia line on Continental Establishment and an Entry thereof No 4572 to be made on the books of the principal Surveyor of said District to a copy of which Warrant and Entry on file in the office of the Clerk of this Court your petitioner refers and prays that the same may be taken as a part of this his petition. Your petitioner further represents that the late Lucas Sullivant of Franklin County who was one of the Deputy Surveyors for the Virginia Military District aforesaid was employed by Robert Patton as his agent to Locate said Warrant and obtain for him a grant for the land which he was entitled by virtue thereof and the said Sullivant as such Agent did on or about the twentieth day of January in the year Eighteen hundred & twenty cause said Warrant to be withdrawn from Entry No 4572 in the County of Champaign and a note or memorandum thereof to be made in the book of Entries in the office of the principal Surveyor for said district and did at the same time cause another Entry No 4572 by virtue of said warrant to be made in the book of Entries in said office of one thousand acres of vacant land in the part of said District which is included in said County of Champaign to a copy of which entry now on file in the office of the Clerk of this Court your petitioner refers and prays that it may be taken as part of this petition. The said Lucas Sullivant departed this life on or about the day of Eighteen hundred and twenty four without having done any thing further act towards perfecting the title to the Entry aforesaid - But now so it is may it please your honors your petitioner is informed and verily believes that in the month of August in the year Eighteen hundred and nineteen a Survey of said Entry as made on the County of Champaign, was executed by one Elnazar P. Kendrick of Chillicothe and the name of Duncan McArthur was without authority subscribed to the plat of said Survey returned to the office of said Principal Surveyor. Your petitioner is informed and believes and so charges the fact to be, that the said Kendrick was not at the time said Survey was made a Deputy Surveyor in said Military District. nor had he any Authority from the said Robert Patton or any agent of his to make or return the Survey aforesaid. besides which your Petitioner is informed ~~and believes~~ that the Survey made by said Kendrick, was invalid for another reason namely because it was made on ground that had been previously ~~made~~ surveyed for one Thomas Frazier or thereabouts appropriated by them. By whom the said Survey was returned to the office of the principal Surveyor thereof Kentucky your Petitioner has no knowledge or information But he is informed ~~and believes~~ that without bearing any date it was recorded on or about the last of the day of July in the year Eighteen hundred and twenty to a copy of the plat of said Survey No 4572 on file in the office of the Clerk of this Court Your petitioner refers and prays that it may be taken as a part of this petition - Your petitioner further states that the said Robert Patton died by deed bearing date about the Eighteenth day of April in the year Eighteen hundred and twenty ~~one~~ one

duly executed and delivered Sell and convey to your petitioner and to his late Brother Robert Pillow Junior who departed this life about the year Eighteen hundred and twenty nine or Eighteen hundred and thirty, all his real and personal Estate in trust for the uses and purposes in the same deed declared and among other tracts of land the Quarter Entry No 4572 now in controversy which was described in said Deed as lying in Champaign County and as containing one hundred acres by estimation and as not yet surveyed and patented. To a copy of which Deed on file in the office of the Clerk of this Court your petitioner refers & prays that it may be taken as a part of this his petition. At the date and the delivery of the deed, the parties thereto were wholly ignorant and misinformed of what your petitioner or his brother did not for many years afterwards learn to be a fact, namely that the Entry in Champaign County had been surveyed & that the warrant had been withdrawn therefrom and relocated in Vermilion County It was by reason of this ignorance and not otherwise that the land was erroneously described in said Deed as lying in Champaign County and that if either of the parties to said Deed has at any time done any act recognizing a subsisting claim to the Entry in Champaign County since the withdrawal thereof it has been done in ignorance of the Existence of any such Survey. with this age and vicinity as afore said till within the last four or five years— Your petitioner further says that he and his brother accepted the deed and the trusts therein specified and your petitioner has been from the date thereof engaged in their Execution

Your Petitioner claims the Entry in Vermilion County as surviving trustee and believes that his Equitable title thereto is valid and ought to be maintained. And Your petitioner further says that Ezekiel Wallace of Chillicothe Ohio some time about the year Eighteen hundred and thirty seven Exhibited in this Court as the Equity Side thereof his bill of complaint against your petitioner as defendant, and therein set forth among other things. That he the said Wallace who your petitioner prays may be made defendant to this his cross petition was seized in fee simple of Surveys Nos 13449. 13440 and 13526 of six hundred and fourteen acres situated in Vermilion County and that a patent dated Nov. 10th A.D. 1836 had issued therefor from the United States for said land, that he claimed the legal title and was in possession thereof and that your Petitioner was setting up some claim, and that as Trustee or in his own right he pretended to have some claim, legal or Equitable to the same lands, and the said Wallace in and by said bill and by his said Bill. amongst other things prayed that your petitioner might be compelled to surrender his right. title, interest Estate in and claim to the said land, to the said Wallace, and that said Wallace might be forever Quieted in his title of and possession in said lands and that he might have other and further relief in the premises, And your petitioner caused his ~~answer~~ corporate appearance to be entered to said bill and his answer thereto to be filed which answer upon as part thereof the several papers herein before referred to and prayed to be made exhibits to this petition. The deposition of Matthew Bonner has been taken by C. Wallace and filed in the cause aforesaid & the cause is still pending and undetermined in this Court. Your Petitioner further represents that he believes in his answer aforesaid or information and belief amongst other things that the Survey and Entry in Champaign County had been made and returned

after the withdrawal and recentry of said Warrant, as to which your
Petitioner says that he had no knowledge of the time when that Survey was
made prior to the taking of the Depositions of M. Bonnet as aforesaid, but
had been misled by information that misstated the date of recording
for the date of executing the date of the Survey. And your petitioner further
states and shows with Leave here, that the said C. Wallace has claimed
a patent from the United States granting to himself in fee the Identic
al tract of land or some part thereof which is included with the calls
of Robert Patton's Entry No. 4572 and that said Patent is founded on
an Entry which your Petitioner is informed and believes he made
in the year Eighteen hundred and thirty three and surveyed
in the year Eighteen hundred and thirty four, with full knowl
edge at the time of the equitable right of your petitioner to
the said land and that the Entry in the name of Robert
Patton, made in Champaign County in the year Eighteen
hundred and four had been surveyed in August Eighteen
hundred and nineteen, and that the warrant had been
withdrawn therefrom and mentioned on the books in
controversy in January in the year Eighteen hundred and twenty
Your Petitioner therefore prays that the said C. Wallace may an
der oath answer all and singular the allegations herein con
tained according to his knowledge information & belief
and that on the hearing he may be compelled to convey to
your petitioner in fee simple the said Entry No. 4572 aforesaid
as he has wrongfully acquired the legal title to in manner
aforesaid. and that your Petitioner may have such other and
further relief in the premises as the equity of his case may re-
quire &c Marlan and Torbert Sols for R. M. Patton

And afterwards to wit on the 25 day of April 1839 C. Wallace
filed his answer as follows to wit: The answer of Cadwallader
Wallace of Ross County Ohio to the petition in Chancery exhib
ited against him &c in the Court of Common Pleas of
said County of Clinton in said State by John M. Patton of
the State of Virginia. The said Cadwallader Wallace now
comes and for answer to the said Petition of the said John
M. Patton says, that as to the right of Robert Patton deceased
to said warrant No 4952. He knows nothing, and that as that
is included by the Entry and Survey No 4572 of 1000 acres made
in said Pattons name under said Warrant. He admits that
said Warrant has been entered, that the number of Entry is
4572 and he affirms that said Entry has also been surveyed
in the name of said Robert Patton and he admits that said
Survey lies in Champaign County in this State. He further
answering says that he knows nothing of the withdrawal
of said Entry mentioned in Complainants petition except
what appears in the books of the principal Surveyor of the Virginia
Military District copies of which he says as they relate to this mat
ter, are on file in the office of the Clerk of this Court as
Respondent believes; in this suit or the said hereinafter
mentioned in which this Respondent is the Complainant
As to the alleged agency of Lucas Sullivant and his authority

for making
petition.
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Allen Latta
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making

for making the "withdrawal" from Champaign County as stated in said petition. This Respondent states as his belief that no such Authority given to or at any time possessed by said Sullivant. He denies the Existence of any such Authority. and demands full proof thereof. And especially as to any Authority of said Sullivant over said Entries (as originally made) between the years 1818 and 1829 in which latter year said Sullivant is stated to have departed this life. As to the Survey made by Eleazer P. Kendrick. This respondent has been informed and he so charges the fact to be, that said Kendrick made said Survey under the Authority and pursuant to the express instructions of Allen Latham Esqr. of Chillicothe in Ross County aforesaid, and that said Latham as Respondent has been informed & charges the fact to be was at that time and for many years afterwards the Authorized acting Agent of the said Robert Patterson & and by contract with him (said Patton) was to have seven patents of the said original Entry No 4572 of 1000 acres for surveying and securing the same. This Respondent has also been informed and so charges the fact to be, that the said Allen Latham and not Eleazer P. Kendrick prepared the plat of the Survey in Champaign County from said Kendricks field notes. That said Latham procured the Signature of Duncan McArthur to said plat so made by him, and that after the alleged withdrawal and entry in Union County, the said Latham, the then Authorized and acting Agent of the said Robert Patterson caused the said Survey to be placed on Record in the Books of the principal Surveyors office as the same is now found of Record, and moreover then caused a note to be made in the margin of the entry book of the said principal Surveyor, in that accordance with the usual form shewing that said Patters Entry No 4572 of 1000 acres on Warrant No 4952 had been Surveyed and returning to the Record thereof, thus proclaiming to the world on the face of the official Record that the same Entry had been satisfied, that it had become merged in a Survey. This Respondent refers to a copy of said Entry (as made after said withdrawal) by which it will be seen that said Entry No 4572 was surveyed long prior to the Entries made by Respondent as hereinafter mentioned (See Exhibit-)

This Respondent also charges That said Survey so made returned & recorded lies in Champaign County, and that it covers no part of the Ground covered by this Respondent Entries hereinafter named but lies at some distance from them. This Respondent refers to a copy of said Survey (See exhibit aforesaid) Respondent believes that said Kendrick at the time he made said Survey on the Ground was not a deputy Surveyor. but Respondent affirms that if (Kendrick) he was not such deputy there was nevertheless in the transaction nothing unusual or varient from every days practice in making Surveys in said Virginia Military District, for this Respondent is clear in affirming that a large portion of the actual Surveying in said District is now and has been hitherto performed by persons not holding deputations, that such Surveys are often made before an actual appropriation of the land by Entry. The field notes of such Surveys answering the two fold purpose of first appropriating the land by Entry, and secondly of thereafter making out plats (as in the present case) of the Surveys thereof-

As to the deed from Robt Patton to Robt Patton Jr and John M. Patton this Respondent knows nothing personally. He denies that any portion of the land in dispute in this case in Union County, is conveyed or was intended to be conveyed thereby, as on the day of its execution the 18th of April 1821 the 1000 acres No 4572 stood surveyed and "unpatented" in Champaign County which land in Champaign County this Respondent again repeats had been (previously to the Execution of said deed) surveyed in said County under and in pursuance of the order of said Latham the Agent of said Robt Patton the Grantor, and the plat thereof returned to the office of the principal Surveyor and thereon recorded as before stated. and said deed having been made by said Robt Patton after his Agent Latham had caused said Survey to be recorded as aforesaid. This Respondent charges that the Patton thereby ratified and fully confirmed all the acts of said Latham in relation to the survey of said Entry No 4572 at the same time Respondent charges that said Latham had full authority as the Agent of said Robt Patton to make said Survey and have the same returned and recorded as aforesaid, And that no subsequent ratification on the part of said Patton was in any wise necessary, in order to make the said acts of his said Agent binding upon him. Respondent knows nothing of the death of Robt Patton but except from hearsay. He has heard that said Robt P. has departed this life - Respondent cannot admit that said Robt Patton knew at the time of Executing said deed as ignorant of the fact that said Entry No 4572 had been Surveyed as aforesaid but calls for proof - Respondent cannot admit or deny that said Complainant & said Robt Patton Jr accepted said deed as is alleged in said petition and being entirely ignorant as to that fact he asks for proof - Respondent admits that he filed the bill mentioned in Complainant petition and that the same is still pending in this Court -
He also admits that he made the entries in Complainant petition named and that the same have been surveyed and patented to him. Not having the patent or a copy thereof before him, he cannot tell its precise date but supposes it to be correctly stated in Complainant petition. Forgetting or entirely however he refers to said patent and to the said bill by him filed as aforesaid and prays the same may be taken as part of this answer - Respondent admits that the said patent covers as he supposes the whole or some part of the Entry No 4572 as made in Union County. but he charges the fact to be as before stated. that said Entry was satisfied and merged in the Survey thereof - and he affirms as he has before done that there is no interference whatever between his (Respondents) said entries & Surveys covered by said Patent and the Survey of said Entry No 4572 but that they, that is to say Respondents said Entries and said Survey No 4572 are on entirely distinct and different pieces of land -
Respondent further answering says that it is untrue as alleged in said petition. that at the date of making his said entries to wit Nos 13447, 13446 and 13526 (or at any time anterior to the date of the correspondence with the said John M Patton herewith filed as Exhibit) he (Respondent) had any knowledge of any claim right pretended or real of the said John M. Patton. or any other person to the land so entered and surveyed by Respondent. But the truth is that Respondents knowledge was limited to the books of said Allen Latham Esq.

the then principal Surveyor of said Virginia military district and Agent of said Patton as before Stated - These Books show no Survey, or "unsurveyed" Entry in conflict with Respondents said entries, These books are the Guides Exhibited alone the public and this Respondent can Govern themselves in making entries and Surveys. If they are false this Respondent avers that they have been falsified by the act of the said Patton through his agent, He therefore will hope that the said Patton may be bound by the acts of the same Agent fully authorized as aforesaid. Respondent denies all fraud and combination with the Stands charged, and having fully answered prays to be hence dismissed with his costs most wrongfully sustained, Cadwallader Wallace

The State of Ohio Ross County ss I Cadwallader Wallace being duly sworn doth say 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 set forth are true in substance in part

Cadwallader Wallace

Sworn to and subscribed before me this 13th day of March 1839 Pleasant Huntsman J P (Seal)

The State of Ohio Ross County ss I Humphrey Fullerton Clerk of the Court of Common Pleas for the County aforesaid do hereby certify that Pleasant Huntsman Esqr before whom the foregoing affidavit was taken was at the time of taking the same and now is an acting Justice of the peace in and for the County aforesaid duly commissioned and sworn (Seal) In Testimony whereof I have hereunto set my hand and affixed the seal of said Court this 14th day of March AD. 1839

Humphrey Fullerton Clerk

And afterwards to wit on the 13th day of July 1839. This day came the Complainant and moved to dismiss his cause at his own costs but the defendant resists because he has a cross bill pending and the Court overruled the motion and thereupon this cause is continued - And afterwards to wit the 16th day of April 1841 By agreement of counsel these cases are submitted to the Court for decision at the November Term 1841 of said Court each party having libity to take further depositions in the cause upon giving the usual notice provided the same be done at least sixty days before the november Term of said Court and in pursuance of such agreement these causes stand continued - and afterwards to wit on the 3d day of November 1841 this cause was called and continued

And afterwards to wit on the same day and year first herein aforesaid to wit on the 26th day of April AD. 1842 this [redacted] cause came on to be heard upon the bill and cross bill answers Replications exhibits and testimony and was submitted to the Court upon written argument by the Counsel of John M. Patton and without argument on the part of Cadwallader Wallace. And the Court being fully advised in the premises and finding from the proofs in the cause that the Equity of the case is with the said John M Patton, That the entry No 4572 of one thousand acres made in the name of Robert Patton assignee on the twentieth day of January in the year Eighteen hundred and twenty in the Virginia Military District on the Waters of the Scioto in Union County, in the State of Ohio by virtue of a Military Warrant No. 4952 is a good valid and subsisting Entry, and vested in the said Robert Patton an Equitable title to the lands covered and described in said Entry No 4572 paramount to the Equitable title of said Cadwallader Wallace to said lands acquired by

virtue of his Entries Nos 13449. 13440 and 13526 made by said Wallace subsequent to the said Entry No 4572 of said Robert Patton - And the Court also finding that the legal title to the said Entry No. 4572 made in the name of said Robert Patton dec'd has become vested in said Cadwallader Wallace by the grant to said Wallace of Surveys Nos. 13449. 13440 and 13526 by patent from the President of the United States. That all the interest of said Robert Patton in said Entry No 4572 before his decease became vested in the said Robert Patton's and the said John M. Patton as trustees of said Robert Patton by virtue of a deed of trust from the said Robert Patton to the said Robert Patton & and the said John M. Patton. and that the said John M. Patton is the Sole Surviving Trustee of said Robert Patton deceased. It is therefore ordered adjudged by the Court. that the said Cadwallader Wallace from the time he acquired the legal title to the lands convey by and described in said Entry No 4572 made in the name of said Robert Patton dec'd held the same in trust for the said John M. Patton. as surviving Trustee of said Robert Patton deceased, and subject to his superior & equitable title to and interest in said lands convey by said Entry No 4572 And that the said Cadwallader Wallace do within thirty days from the rising of this Court convey by deed duly executed and acknowledged with covenants of special warranty against himself to said John M. Patton as surviving Trustee of said Robert Patton decd, all the right title and estate vested in him the said Wallace by virtue of the grant from the President of the United States by patent of said Surveys Nos 13449. 13440 and 13526 above mentioned & in and to the lands covered by said Entry No 4572 made in the name of said Robert Patton dec'd on the said twentieth day of January in the year Eighteen hundred and twenty by virtue of said military Warrant No 4952 and which said lands covered by said Entry No 4572 and so to be conveyed by said Wallace and situate on the waters of the Scioto River in the Virginia military District in the County of Union in the State of Ohio and described as follows to wit. Beginning at a Maple Ash and Hickory in the Indian boundary line Northeastly corner to William Pelhams Survey No 6307 for Quarter hundred and. thence running South Eighteen degrees East four hundred and twenty three poles to the Southeastly corner of said Survey in the line of another of said Pelhams Surveys No. 6307 thence with the line of the last mentioned Survey North seventy two degrees East four hundred poles. thence North Eighteen degrees West three hundred and seventy six poles to the said Indian boundary line. thence South Eighty degrees West with said Indian boundary line four hundred and seven poles to the place of beginning containing one thousand acres more or less. and it is further ordered that said Cadwallader Wallace do within ten days from the rising of this Court pay the costs of this suit and that in default thereof execution issue therefor as upon Judgments at Law - Notice of appeal by Cadwallader Wallace

Attest James H. Lee Clerk

J. P. Gorman

William McDonald Admr
of Duncan McArthur deceased
vs
Effie M. A. Coons et als heirs

Plea before his Honor Joseph R. Swan Esqr President and John Cassil Silas C Stacy and James R. Shiatt his associates Judges of 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 twenty fifth 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 6 day of November 1841 the complainant filed his petition as follows to wit. To the Honorable the Judges of the Court of Common Pleas within and for the County of Union. Your petitioner Wm McDonald represents unto your Honors that he is the Administrator of Duncan McArthur late of Ross County in this State and that said Duncan McArthur in his life time to wit on the 26th day of December AD. 1833 entered into an article of agreement with one Jacob Arnahood for the sale and conveyance of one hundred and sixty acres of land situate in Union County and described as follows to wit. All that part of Entry No. 3462 in the name of John Scarborough which lies west of the lands sold to Israel Lockwood and Abraham Johnson by said McArthur & East of Survey No 3480 in the name of Samuel Baily & also East of Survey No 3466 in the name of Daniel Duncan on Millcreek supposed to contain one hundred and sixty acres more or less. Said Land was sold for Two dollars per acre. Said McArthur bound himself his heirs & to make to said Arnahood a general Warranty deed for said land so soon as the same should be paid for according to the terms agreed upon and mentioned in said Article of agreement hereto fore and made part of this petition, and Your petitioner further represents that said Duncan McArthur departed this life without having made such conveyance and leaving the following heirs and legal representatives to wit. Effie M. A Coons Allen C. McArthur Wm M Anderson & Eliza his wife Cary A. Trimble and Mary his wife John Walk and Francis his wife John A. Kercheville Duncan McArthur Smith McArthur Nancy McArthur Wm H. H. McArthur the last five of whom are minors, all of whom your petitioner prays may be made defendants to this petition. That said Jacob Arnahood has fully complied with his agreement above mentioned & Your petitioner as Administrator of said Duncan McArthur deceased is anxious to complete said Real Contract above mentioned Wherefore your petitioner prays your Honors to enable him, by an order of this Honorable Court to make a deed for said land above described as such Administrator for and on behalf of the heirs of said Duncan McArthur deceased in pursuance of the Statute in such case made and provided & Your petitioner will ever pray &c Exhibits &c for petition Said Agreement reads as follows to wit. Article of an agreement made and entered into this 26th of December in the year AD. 1833 by and between Duncan McArthur of the County of Ross and State of Ohio of the one part and Jacob Arnahood of the County of Union & State aforesaid of the other part witnesseth that the said Duncan McArthur doth agree to let said Arnahood have all that part of Entry No 3462 in the name of John Scarborough which lies west of the land sold to Israel Lockwood & Abraham Johnson by said McArthur

and east of Survey No 3480 in the name of Samuel Baley & also East ½ of Survey No 3464 in the name of Daine Duncan on Millcreek supposed to Contain about one hundred and Sixty acres more or less for which the Saine Arnahood is to pay the Saine McArthur two dollars per acre with Interest of Six per cent per annum thereon from the first of October in the year Eighteen hundred and thirty one which is estimated at the Sum of Sixty acres to the Sum of forty three Dollars, & this day paine the Receipt whereof is hereby acknowledged, there has also this day been paine the further Sum of Eighty Dollars leaving a balance of Two hundred forty dollars now due for Saine 160 acres of Land which is to be paine by Said Arnahood to Saine McArthur his heirs & order as follows. One hundred and twenty seven dollars and twenty cents on or before the twenty first day of December next (1834) and also one hundred and thirty four dollars & forty cents on or before the twenty first of December Eighteen hundred and thirty five (1835) the interest on the last payments being added from this date until the time of payments as last above stated - The said Arnahood to enter the Saine 160 acres of Entry of No 3462 for taxation and pay the taxes thereon after the present year - and also to have the Said Land surveyed & Surveyed off by the County Surveyor & to send the plat and field notes thereof to the Said McArthur within two months from this date and when the payments shall be well and truly made as aforesaid, the Saine McArthur is to make unto the Said Arnahood his heirs & assigns a General Warranty deed for Saine Land In witness whereof the parties have hereunto interchangeably set their hands & Seals this 26th day of December 1833 as first above written Duncan McArthur (Seal)
Jacob Arnahood (Seal)

And afterwards to wit on the 26th day of April 1842 the Said parties thereto Action as follows to wit. And the Saine Defendants in their proper person & by their Guardians appear and waive the issuing & Service of process and Say that they cannot Gainsay the facts Stated in the petition of said Wm McDonald but admit the Same to be true and are willing that the prayer of the Same Should be granted (Signed) E M. A. Coms John Walke & Chas A. Kirchevall by his Guardian Jno Walke Francis M. Walke & N Marshall Anderson & Allen C McArthur & Cary A. Trimble & Mary M. A. Trimble Hugh McDonald Guardian of Smith McArthur & Nancy McArthur W. H. Harrison McArthur minor heirs of James M. McArthur dec'd)

And afterwards to wit on the Same day and year first herein aforesaid William McDonald Administrator of the Estate of Duncan McArthur dec'd having filed his petition praying an order of this Court authorizing him as such administrator on the part of the heirs of Saine Duncan McArthur dec'd to make a Deed to Jacob Arnahood in pursuance of the Contract in Said petition mentioned, and the Court being fully advised in the premises and being satisfied that Saine contract was duly made and fully complied with on the part of Said Jacob Arnahood as alleged in Said petition, do order Saine William McDonald to make execute & deliver a deed in fee Simple for the lands and tenements in Said Petition described pursuant in behalf of the heirs of Saine Duncan McArthur dec'd according to the Statute in Such case made and provided

Attest James H. Gill Clerk

Wm McDonald
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Read before his Honor Joseph R. Shaw Esqr President and John Castle Silas G. Steer & James R. Smith his associates Judges of the Court of Common Pleas began and held at the Court house in the Town of Marysville 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 3d day of November AD 1841 the Petitioner files his petition as follows to wit — To the Honorable the Judges of the Court of Common Pleas within and for the County of Union now Sitting — The Petitioner Wm McDonald respectfully represents unto your Honors that he is the Administrator of Duncan McArthur late of Ross County in this State & that the said Duncan McArthur in his lifetime sold to one John Johnson Two hundred and seventy two acres of land lying in Survey number 3238 & 3239 lying in Union County & bounded and described as designated by a Survey herewith exhibited and made a part of this petition. and that said Duncan McArthur bound himself by his bond &c to convey said 272 acres of land to the said John Johnson so soon as payment should be made for the same, That said John Johnson has completed the payments for said land, & that said Duncan McArthur has departed this life without having conveyed said land. That said Duncan McArthur died leaving the following heirs & legal Representatives to wit Effie M. A. Evans Allen C. McArthur Wm M Anderson and Eliza his wife Mary A Trimble and Mary his wife John Walke and Frances his wife John A Kercheval Duncan McArthur Smith McArthur Nancy McArthur & Wm H. H. McArthur the last five of whom are minors all of whom your petitioner prays may be made defendants to this petition. That your petitioner is desirous of completing said Real Contract so made by the said Duncan McArthur as aforesaid Wherefore your Prays your Honors to Enable him by an order of this Honorable Court to make a deed for said Land above described as such Administrator for and on the part & behalf of the heirs of said Duncan McArthur deceased in pursuance of the Statute in such case made and provided * your petitioner will &c — Evans for Petitioner

(And afterwards to wit on the 26th day of April 1842 the defts file their Answer as follows to wit — And the said defendants in their proper persons & by their Guardians appears and waive the issuing and Service of process and say that they cannot Gainsay the facts Stated in the Petition of said William McDonald but admit the same to be true & are willing that the prayer of the same should be granted (Signed) E. M. A. Evans John Walke John A. Kercheval by his Guardian John Walke Frances M. Walke W. Marshall Anderson Eliza Anderson Allen C. McArthur Mary A. Trimble Mary M. A Trimble Hugh McDonald Guardian of Smith McArthur Nancy McArthur W. H. Harrison McArthur minor heirs of James M McArthur deceased — And afterwards to wit on the same day and year first herein aforesaid William McDonald Administrator of the Estate of Duncan McArthur deceased having filed his petition praying an order of this Court authorizing him as such Administrator on the part of the heirs of said Duncan McArthur to make a deed to John Johnson in pursuance of the Contract in said petition mentioned and the Court being fully advised in the premises and being satisfied that said contract

was duly made and fully complied with on the part of the said John Johnston as alleged in said petition, do order the said Wm M Donald to make execute and deliver a deed in fee simple for the lands and tenements in said petition described for and in behalf of the heirs of the said Duncan McArthur deceased according to the Statute in such case made and provided

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

John D. Pollock
vs.
Levi Lyon.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas, began and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the nineteenth day of May, in the year of our Lord one thousand eight hundred and forty, the defendant filed the following Transcript from the docket of Andrew Keyes, Justice of the Peace in and for said County, to wit:

John D. Pollock
vs.
Levi Lyon.

Costs of Plaintiff:

Summons,	12½
Subpoena for 5 witness	28½
Constable's fees,	2.35
5 witnesses fees	2.50
Swearing 5 wits.	20
Docket Entry	25
	5.71

Defendants Costs:

Sub. for 5 wits.	28½
Constables fees	50
4 witnesses' fees	2.00
Swearing 4 wits.	16
Appeal bond,	25
Transcript	31¼
	3.50¾

Action of debt brought for the collection of an account of ninety nine dollars and fifty cents, as per bill of particulars filed this 20th day of Nov. 1839. Nov. 20th, 1839, a Summons issued and directed to Elias Hartley, Const. for the appearance of the defendant on the 30th instant at 1 o'clock, P. M. At the request of the plaintiff, a subpoena issued for the appearance of Stephen Dysert, Joseph Murphey, Ingham Wood, John Dawson and William Moore, witnesses in the above cause. Nov. 22d a subpoena issued, at the instance of the defendant, for Samuel Coulter, Frederick Parthemore, Benjamin Lyon, Stephen Buckman, and Caleb Clark, witnesses for defendant. Nov. 30th, 1 o'clock, P. M. Const. Elias Hartley returned Summons, duly sewed by reading to the defendant on the 24th instant. Elias Hartley, Const. Fees 20 cts. Also, the subpoenas-fees for sewing the plaintiffs subpoena 2.15, and that of defendants 50 cts. The parties attended, and David Cowgey, Wm. Moore, Ingham Wood, John Dawson & Stephen Dysard were sworn and examined as witnesses on the part of the plaintiff; and Caleb Clark, Frederick Parthemore, Benjamin Lyon and Stephen Buckman were sworn and examined as witnesses on the part of the defendant-and trial was had. And I do adjourn the time of giving judgment till Wednesday the 4th day of December, 1839, at 4 o'clock, P. M. December 4, 1839: 4 o'clock, P.M. Having had the foregoing cause under consideration since Nov. 30 last, it is considered by me that John D. Pollock, the plaintiff, recover of the defendant Levi Lyon the sum of seventy five dollars and his costs of suit, taxed at five dollars and seventy one cents. December 13, 1839. Defendant came and gave notice, that he would take an appeal to the Court of Common Pleas, and entered into recognizance accordingly. I do hereby certify that the foregoing is a full and true copy from my docket, of the proceedings had by and before me in the foregoing cause. Andrew Keyes, Justice of the Peace of Union township, Union County & State of Ohio. In the action of John D. Pollock against Levi Lyon, I, Benjamin Lyon do acknowledge myself bail for the appellant, in the sum of one hundred and fifty dollars, to be levied on my goods, chattels, lands, and tenements, in case

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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. Benjamin Lyon. Taken and acknowledged this 13th day of December, A. D. 1839. Andrew Keyes, J.P.

And afterwards, to wit, on the 11th day of August, 1841, the defendant filed his narration in the words and figures following, to wit: John D. Pollock complains of Levi Lyon in a plea of assumpsit, for that whereas the said Levi Lyon, on the twentieth day of November, in the year 1840, at the County aforesaid, was indebted to the said John D. Pollock in the sum of fifty dollars for the price and value of one horse there and before that time bargained and sold by the plaintiff to the defendant at his request, and for which the said defendant afterwards, to wit, on the day and year last mentioned, did undertake and faithfully promise to pay the said plaintiff the said sum of money, when he the said defendant should be afterwards requested to do so:

And whereas the said defendant, at the time and place aforesaid, was also indebted to the said plaintiff in the further sum of fifty dollars for work and labor, provender, forage, stabling, care and attendance, bestowed in and about the feeding and keeping of sundry horses and geldings for the said defendant, and at his request, and for which the said defendant afterwards, to wit, on the day and year last mentioned, did undertake and faithfully promise to pay the said plaintiff the said last mentioned sum of money, when he the said defendant should be thereunto afterwards requested: And whereas the said defendant, at the time and place aforesaid, was also indebted to the said plaintiff in the further 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 being so indebted, the said defendant afterwards, to wit, on the day and year last mentioned, did undertake and faithfully promise to pay to the said plaintiff the said last mentioned sum of money whenever the said defendant should be afterwards requested to do so. Yet the said defendant Levi Lyon has disregarded his undertakings and promises aforesaid, and has not paid the said several sums of money, nor either of them, nor any part thereof, to the said plaintiff, although often requested so to do— But the said defendant will in no wise pay the same to the said plaintiff—and so he doth still wilfully refuse and neglect, to the damage of the said plaintiff 100 dollars, and therefore he brings Suit, &c. By W. C. Lawrence, Atty. And afterwards, to wit, on the 30th day of September, 1840, the defendant, by P. B. Cole, his Attorney, filed his plea, as follows, to wit: 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 country; and the said John D. Pollock doth the like, &c. P. B. Cole, Atty. for Deft. And afterwards, to wit, on the 14th day of April, 1841, this cause was continued. And afterwards, to wit, on the 3d day of November, 1841, came the parties by their Attorneys, and thereupon came a Jury, to wit: John P. Graham, Daniel Coe, Jacob Fairfield, William Hays, Joseph R. Richey, Henry Goodrich, J. M. Wilkinson, A. Amine, John Johnson, James C. Dynes, Jessy Mitchell and William Conklin, who, being empanelled and sworn the truth to speak upon the issue joined between the parties, and thereupon, on motion of defendant's attorney, ordered that the plaintiff become nonsuit. Whereupon, the plaintiff by Lawrence & Powell, his Attorneys, filed the following motion: The plaintiff in this case now moves the Court to set aside the nonsuit entered in this case, and grant a new trial for the following reasons, to wit: 1st. That there was an agreement between the plaintiff and the defts. Attorney, that the deposition of Daniel Cooksey now on file without objection on the trial, and that on the trial the pltff. was surprised by the defts attorney refusing to do so. 2d. That on the trial, the pltff. was surprised by the defts. refusing to comply with an agreement for the admission of testimony at the trial, as the Court will see by pltffs affidavit on file. 3d. For other reasons appearing from the papers on file. By Lawrance & Powell, Pltffs Attys. And on the day last herein mentioned, the plaintiff

filed the following affidavit: John D. Pollock the plaintiff in this case, being duly Sworn in open court, upon his oath says that he became nonsuit in this cause, on the account that the admission of the deposition of Daniel Cooksey was rejected by the Court, on the ground that the deposition was taken in a former suit between the parties, and not in the present suit. The plaintiff relied upon the admission of the said deposition by an express agreement entered into between this affiant and Mr. Coles, the Defts. Attorney, that the said deposition should be admitted in evidence without objection - upon which agreement this affiant and his Counsel relied; and this affiant and his Counsel were taken entirely by surprise at the trial by the objection on the part of the deft. that the said Deposition should not be read in evidence; by means of which this affiant was compelled to submit to a nonsuit. This affiant verily believes (and is so advised by Counsel) that he has a good Cause of action, and will succeed upon another trial; when he believes he will be able to have the deposition of the said Cooksey taken again, and ready to prove the facts stated in the aforesaid deposition - and further says not. John D. Pollock. Sworn to and subscribed in open Court Nov. 3, 1841. Jas. H. Gill, Clk. And on the same day last herein mentioned, it is ordered by the Court, that the said motion for a new trial, be continued. And afterwards, to wit, on the 5th day of November, 1842, it was ordered that said nonsuit be and the same is hereby set aside, and that a new trial be had between the parties at the next term of this Court, upon the payment by plaintiff of the costs of this term, within 30 days, and this cause was continued. And afterwards, to wit, on the 29th day of April, 1842, on motion of plaintiff's attorney, this cause was continued, upon the payment of the costs under the order of last term, instanter, and the costs which have since accrued, within thirty days. And afterwards, to wit, on the 30th day of August, 1842, it was ordered, on motion of defendants Counsel, that this cause be discontinued, and that judgment be entered against the plaintiff for the costs, herein, taxed at

Attest- John Cassil, Clerk.

William Ross
vs.
James L. Ward.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas C. Strong, James K. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 26th day of April, A. D. 1842, 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 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 Wm. Ross in a plea of assumpsit. Damages Six Hundred Dollars. And have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 26th day of April, A.D. 1842. Jas. H. Gill, Clerk. Seal. Said writ has the following endorsement: Suit brot. on defts note of hand for five hundred and six dollars and sixty three cents, given to plaintiff on the 11th day of July, 1840, and due eighteen months after date: also, for goods sold and delivered. W. C. Lawrence, his Atty. Returned, "Served by certified copy Apl. 26, 1842. W. W. Steele, Shff." And afterwards, to wit, on the 4th day of June, 1842,

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Robert W. M'Co
John C. York,
William A. M'C
late partners und
name of M'Coy, York
vs.
Charles Burr;
John Dean,

Charles Burr, Ex
of Common Pleas
unto Robt. W. M'Co
& M'Coy, in a plea
writ. Witness Jam
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Swan, Attorney
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the plaintiff, by his said attorney, filed the following declaration, to wit: The State of Ohio, Union County, ss. Union County Court of Com. Pleas, April Term, 1842. William Ross complains of James L. Ward in a plea of assumpsit, for that whereas the said James L. Ward, on the 11th day of July, 1840, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said William Ross, and thereby promised to pay the said William Ross or bearer, five hundred and Six dollars and Sixty three cents, eighteen months after date thereof, which period has now elapsed; and the said James L. Ward then and there, in consideration of the premises, promised to pay the amount of the said note to the said Wm. Ross, according to the tenor and effect thereof – yet the said James L. Ward has disregarded his promises, and has not paid the said sum of money or any part thereof, to the damage of the said William Ross Six hundred dollars, and thereupon he Sues, &c. Wm. M. Lawrence, his atty. And afterwards, to wit, on the same day and year first herein aforesaid, came the said plaintiff by his said Attorney, and the said James L. Ward, though Solemnly Called, came not, but made default – Whereupon it is considered that the said William Ross ought to recover his 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 William Ross to three hundred and thirteen dollars and fifty nine cents. Therefore it is considered that the said William Ross recover of the said James L. Ward the said Sum of Three hundred and thirteen Dollars and fifty nine cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Attest – John Cassil, Clerk.

Robert W. M'Coy,
John C. Work, and
William A. M'Coy,
late partners under the
name of M'Coy, Work & M'Coy.
vs.
Charles Burr, Executor of
John Dean, deceased.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 15th day of April, A. D. 1841, the plaintiffs sued out the following writ of Summons, to wit: State of Ohio, Union County ss. To the Sheriff of said County, Greeting: We command you to Summon Charles Burr, Executor of John Dean, deceased, 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 Robt. W. M'Coy, John C. Work and Wm. A. M'Coy, late partners under the name of M'Coy, Work & M'Coy, in a plea of Assumpsit: Damages Three hundred 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 April, A. D. 1841. James H. Gill, Clerk. (Seal) Said writ was endorsed: Suit brought on a note dated Jan. 27, 1838: due Jany. 1, 1840 – also, money had and rec'd. paid, goods, &c. J. Swan, Attorney for Plaintiffs. Returned: Served by leaving a certified copy at the residence of Chas. Burr, Apl. 15, 1841. Wm. N. Steele, Sheriff. And afterwards, to wit, on the 30th day of November, 1841, this cause was continued. And afterwards, to wit, on the 26th day of April, 1842, this cause was continued. And afterwards, to wit, on the 30th day of August, 1842, the plaintiffs, by their said attorney, filed the following declaration, to wit: The State of Ohio, Union County, ss. Of the Term of August, A. D. 1842. Robert W. M'Coy, John C. Work and William A. M'Coy, late partners in trade, under the name and firm of M'Coy, Work and M'Coy, plaintiffs in this Suit, complain of Charles Burr, Executor of John Dean, dec'd. defendant in this Suit, of a plea of Assumpsit, for that whereas, on the 27th day of January, 1838, the said John Dean, then in full life, made his promissory note in writing, and then and there delivered the same to one Michael Sullivant, and thereby then and there promised to pay unto the said Sullivant or order, one hundred and fifty dollars on the 15th day of January,

1840, which period is long since elapsed; and the said Michael Sullivant after=
=wards, to wit, on the same day and year first aforesaid, did endorse the
same to the plaintiffs, of all which the said John Dean, in his life time,
then and there had notice—and the said John Dean, in his life time, then and
there promised to pay the plaintiffs said sum of money, according to the tenor
and effect of said note; yet the said John Dean, in his life time, although often
requested, did not nor would pay said sum of money to the plaintiffs, but wholly
refused so to do—nor hath the said Charles Burr, defendant Executor as aforesaid,
although often requested since the death of the said John Dean, paid said sum
of money to the plaintiffs, but hath hitherto wholly refused and neglected so
to do, and still does neglect and refuse, to the damage of the plaintiffs three
hundred dollars, and therefore they sue, &c. By G. Swan, their Atty. And afterwards,
to wit, on the same day and year first herein aforesaid, came the said plaintiffs by
their said Attorney, and the said defendant, 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 one hundred and seventy four dollars and ten cents. Therefore
it is considered that the said plaintiffs recover of the said defendant the said
sum of one hundred and seventy four dollars and ten cents, their damages aforesaid
in form aforesaid assessed, and also their costs in this behalf expended, taxed to
Attest—John Cassil, Clerk.

G. Swan

William C. Lawrence
vs.
James S. Alexander &
Leicester F. Sturdevant.

Pleas before his honor Joseph R. Swan, Esq. Pres=
=ident, and Silas G. Strong, James R. Smith, and
Christian Myers, his Associates, Judges, at a Court of
Common Pleas begun and held at the Court House
in and for the County of Union and State of Ohio, on the
thirtieth day of August, in the year of our Lord one thousand eight hundred and
forty two. Be it remembered, that heretofore, to wit, on the 26th day of April,
A. D. 1842, 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 James S. Alexander & Leicester F. Sturdevant 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. C. Lawrence in a plea
of Assumpsit. Damages Five Hundred dollars. And have you then there
this writ. Witness James H. Gill, Clerk of said Court, at the Court House a=
=foresaid, this 26th day of April, A.D. 1842. Jas. H. Gill, Clerk. Said
writ was endorsed: Suit brot. for defendants four several notes of hand, given to James
L. Ward on the 21st day of January, 1841, and payable to him or bearer each for Sev=
=enty five dollars; the first due on the 21st day of Sept. 1841—2d on the 21st
day of October—3d on the 21st November—4th on the 21st day of December of
the same year. Also, for goods sold and delivered, &c. W. C. Lawrence, in person.
Returned: Served by Certified copy Apl. 27, 1842 on J. S. Alexander, and by copy
on L. F. Sturdevant Apl. 27, 1842. W. W. Steele, Sheff. And afterwards, to wit, on
the 4th day of June, 1842, the plaintiff, in his own proper person, filed the fol=
=lowing declaration, to wit: State of Ohio, Union County, ss. Union County Court of Com.
Pleas, April term, 1842. William C. Lawrence complains of James S. Alexander
and Leicester F. Sturdevant in a plea of assumpsit, for that whereas the said

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Attest—John

Moses Fullingt
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defendants, on the 21st day of January, 1841, at the county of Union aforesaid, by the Signa=
=tures of J. S. Alexander and L. F. Sturdevant, made their four several promissory notes in wri=
=ting, each for Seventy five dollars, and then and there delivered the Same to one James L. Ward
and thereby promised to pay the said James L. Ward or bearer, by the first note Seventy five
dollars on the 21st day of September, 1841; by the second note Seventy five dollars on the
21st day of October, 1841; by the third note Seventy five dollars on the 21st day of November,
1841; and by the 4th, and last of said notes Seventy five dollars by the 21st day of
December, 1841, which said several periods have now elapsed - and the said James L.
Ward then and there, for a valuable consideration, delivered the Same to one Wm. Ross,
who then and there, in like manner, delivered the Same to the plaintiff, of which said several
transfers and deliveries the defendants then and there had notice, and they and there, in
consideration of the premises, promised to pay the amount of the said four several prom=
=issory notes to the plaintiff as bearer, according to the tenor and effect thereof - yet
the defendants have disregarded their promises, and have not paid the said several Sums of
Money, nor either of them, nor any part thereof: to the damage of the said William C. Lawrence
five hundred dollars, and thereupon he Sues, &c. By Wm. C. Lawrence, in pro. persona.-
And afterwards, to wit, on the Same day and year first herein aforesaid, came the said
plaintiff, and the said defendants, though Solemnly called, came not, but made de=
=fault - Whereupon it is considered that the said plaintiff ought to recover his 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 plaintiff to three
hundred and fourteen dollars and Sixty cents. Therefore it is considered that the
said plaintiff recover of the said defendants the said Sum of three hundred and
fourteen dollars and Sixty cents, his damages aforesaid in form aforesaid assessed,
and also his costs in this behalf expended, taxed to
Notice of appeal by defts.
Attest - John Cassil, Clerk.

Joseph R. Swan

Moses Fullington
vs.
Moses Mitchell, Jr. &
David Chapman.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas
C. Strong, James R. Smith and Christian Myers, his Associates,
Judges, at a Court of Common Pleas begun and held at the Court
House in and for the county of Union and State of Ohio, on the thir=
=tieth day of August in the year of our Lord, one thousand eight
hundred and forty two. Be it remembered, that heretofore, to wit, on the 26th day of April,
A. D. 1842, 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, Jr. &
David Chapman 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 Moses Fullington in
a plea of Debt $203.00: Damages one hundred dollars. And have you then there this
writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 26th
day of April, A. D. 1842. James H. Gill, Clerk. &c. Said writ was endorsed: Suit brot.
on defts. Single bill under seal, given to plaintiff for two hundred and three dollars, on
the 10th day of August, 1839, and due one year from date: also, for goods sold and
delivered, money had and received, &c. M. C. Lawrence, his Atty. Returned, Served by
certified copies on each of the within Defts. Apl. 26, 1842. Wm. H. Steele, Sheff. And
afterwards, to wit, on the 4th day of June, 1842, the plaintiff, by his said Attorney, filed
the following declaration, to wit: The State of Ohio, Union County, ss. Union Com. Pleas
for November term, 1841. Moses Fullington complains of Moses Mitchell, jr. and David
Chapman, in a plea of Debt, for that whereas the said defendants, on the tenth day of
August, 1839, at the County of Union, made their writing obligatory of that date, sealed

with their Seals, (and now to the Court here shown) and they and there delivered the same to the said Moses Fullington, and thereby bound themselves to pay to the said Moses Fullington or order two hundred and three dollars one year from date, which period has now elapsed — yet the defendants, or either of them, have not paid the said Sum of Money, nor any part thereof — to the damage of the said Moses Fullington three hundred and three dollars, and thereupon he brings Suit. By Wm. H. Lawrence, his Atty. And, afterwards, to wit, on the same day and year first herein aforesaid, came the said plaintiff by his said 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 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 plaintiff to twenty five dollars and three cents. Therefore it is considered that the said plaintiff recover of the said defendant the said debt of two hundred and three dollars, and his damages of twenty five dollars and three cents in form aforesaid assessed; and also his costs in this behalf expended, taxed to

Attest — John Cassil, Clerk.

James E. Brooks &
William Heilman, late partners,
trading as Brooks & Heilman,

vs.

John Thomas and
Abel Thomas, late partners,
trading as J. & A. Thomas.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 26th day of April, A. D. 1842, the plaintiffs sued out the following writ of Summons, to wit: State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to Summon John Thomas and Abel Thomas, late partners trading as J. & A. Thomas, 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 E. Brooks and Wm. Heilman, late partners, trading as Brooks & Heilman, in a plea of Assumpsit. Damages two hundred dollars. And have you then there this writ. Witness, James H. Gill, Clerk of said Court, at the Court House aforesaid, this 26th day of April, A. D. 1842. James H. Gill, Clerk. Said writ was endorsed: Suit brot. upon 2 promissory notes executed by defendants; one for the sum of $94 11/100, dated April 17, 1839, and payable six months after date; and the other, for the sum of $48 88/100, dated April 29, 1840, due six months after date. Also, for goods sold & delivered, work & labor done, money lent and advanced, paid, laid out and expended, had & rec'd. and upon an acct. stated. Brush & Gilbert, Attys. for Pltffs. Returned, served by certified copy on John Thomas, Abel Thomas not found. Apl. 26, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 30th day of April, 1842, the plaintiffs, by their said Attorneys, filed the following declaration, to wit: State of Ohio, Union County Court of Common Pleas, of the term of April, one thousand eight hundred and forty two — Union County, ss. James E. Brooks & William Heilman, late partners, trading as Brooks & Heilman, plaintiffs in this suit, by Brush and Gilbert, their Attorneys, complain of John Thomas, sued together with Abel Thomas, as to whom the writ was returned not found, defendant in this suit, of a plea of trespass on the case, upon promises,

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the defendant

&c., For that whereas, the said defendant and the said Abel Thomas, by the name and style of J. & A. Thomas, late partners trading as J. & A. Thomas, heretofore, to wit, on the Seventeenth day of April, one thousand eight hundred and thirty nine, at Philadelphia, to wit, at Marysville, in the County of Union and State of Ohio, and within the jurisdiction of this Court, made their certain promissory note in writing, bearing date the day and year aforesaid; and thereby then and there, six months after date, promised to pay to the order of said plaintiffs ninety four dollars eleven cents, without defalcation, for value received, and then and there delivered the said promissory note to the said plaintiffs, 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 plaintiffs the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note - and being so liable, he the said defendant in consideration thereof, afterwards, to wit, on the day and year aforesaid, at Marysville aforesaid, in the County and State aforesaid, undertook, and then and there faithfully promised the said plaintiffs 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, nor has the said Abel Thomas, paid the said sum of money, in the said promissory note specified, or any part thereof, to the said plaintiffs, 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, and the said Abel Thomas, late partners by the name and style of John & A. Thomas, heretofore, to wit, on the twenty ninth day of April, one thousand eight hundred and forty, at Philadelphia, to wit, at Marysville, in the County of Union and State of Ohio, and, within the jurisdiction of this Court, made their certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there, six months after date, promised to pay to the order of said plaintiffs, forty eight dollars eighty eight cents, without defalcation for value received; and then and there delivered the said promissory note to the said plaintiffs, 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 plaintiffs the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable, he the said defendant in consideration thereof, afterwards, to wit, on the day and year aforesaid, at Marysville aforesaid, in the County and State aforesaid, undertook, and then and there faithfully promised the said plaintiffs 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, nor has the said Abel Thomas, paid the said sum of money in the said promissory note specified, or any part thereof, to the said plaintiffs; 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 April in the year of our Lord one thousand eight hundred and forty two, in the County aforesaid, was indebted unto the plaintiffs, in the further sum of two hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiffs 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 plaintiffs for the defendant at his request; also in the further sum of two hundred dollars, for so much money then and there by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendant at 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 plaintiffs; and also in the further sum of two hundred

dollars, found to be due from the defendant to the plaintiffs on an account then and there stated between them; and so being indebted, the said defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay the aforesaid sums of money, when thereunto afterwards requested so to do: yet the said defendant has not as yet, although often afterwards requested, paid the said several sums of money or any part thereof to the plaintiffs; but has hitherto wholly neg=lected and refused so to do, and still does neglect and refuse, to the damage of the plaintiffs two hundred dollars, and therefore they bring Suit, &c. Brush & Gilbert, Attys. for Pltffs. And afterwards, to wit, on the same day and year first herein aforesaid, came the said plaintiffs by their said at=torneys, and the said defendant, though solemnly called, came not, but made de=fault. 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 one hundred and forty one dollars and ten cents. Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of one hundred and forty one dollars and ten cents, their damages aforesaid in form aforesaid assessed, and also their costs in this behalf expended, taxed to

Attest - John Cassil, Clerk.

Absalom C. Jennings &
James H. Evans, partners, &c.
vs.
William Sayre,
Samuel Hawley,
William B. Irwin, and
John Hawley.

Pleas before his Honor Joseph R. Swan, Esq. President, Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas, begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, 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 plaintiffs sued out the following writ of summons, to wit: State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to summon Wm. Sayre, Saml. Hawley, Wm. B. Irwin and John Hawley, 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 Absalom C. Jennings and James H. Evans, by the name of their late firm of A. C. Jennings & Co. in a plea of Debt $325.— Damages $200. And have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 27th day of April, A. D. 1842. James H. Gill, Clerk. (Seal) Said writ was endorsed: Suit brot. to recover on defendants bond under seal, given to plaintiffs by the name of their firm of A. C. Jennings & Co. on the 31st day of October, 1840, for three hundred and twenty five dollars. By W. C. Lawrence, their Atty. Returned, Served by certified copies on Saml. Hawley, Wm. B. Irwin & John Hawley, apl. 28, 1842. W. Sayre not found. W. F. Steele, Sheff. And afterwards, to wit, on the same day and year first herein aforesaid, the plaintiffs, by their said Attorney, filed the following declaration, to wit: The State of Ohio, Union County, ss. Union County Court of Common Pleas, April term, 1842. Absalom C. Jennings and James H. Evans, partners in trade, under name of A. C. Jennings & Co. complain of Samuel Hawley, by the signa=ture of S. Hawley, William B. Irwin and John Hawley (impleaded with

William Sayre as to whom the Sheriff has in this case returned not found) in a plea of Debt, that they render to the plaintiffs, by the name of the late firm of A. C. Jennings & Co., the sum of three hundred and twenty five dollars, which they owe to and unjustly detain from them – For that whereas the said defendants, to wit, on the 31st day of October, 1840, at the County of Union aforesaid, by their certain writing obligatory, sealed with their seals, and now here to the Court shown, the date whereof is the day and year last aforesaid, acknowledged themselves held and firmly bound unto Absalom C. Jennings (by the name and signature of A. C. Jennings) and Jas. W. Evans, under the firm of A. C. Jennings & Co., in the sum of three hundred and twenty five dollars above demanded, to be paid to the plaintiffs by the said name of their firm of A. C. Jennings & Co. which said writing obligatory was, and is, subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit: that whereas the above bound Wm. Sayre and Samuel Hawley have taken an appeal from a judgment rendered against them in favor of the said A. C. Jennings & Co. in the Court of Common Pleas in and for the County of Union, at the October term thereof, A.D. 1840, for the sum of one hundred and fifty one dollars and ninety nine cents damages, and $9.68 costs to the Supreme Court, within and for the County of Union. Now if the Wm. Sayre and Samuel Hawley shall pay the full amount of the condemnation money in said Supreme Court, and, costs, in case a judgment shall be rendered therein in favor of the appellees; then this obligation shall be void, otherwise be and remain in full force and virtue in law; and the said plaintiffs aver that the said Wm. Sayre and Samuel Hawley were condemned in the Supreme Court to a large amount of damages and cost, and that they, nor either of them, have as yet paid the said condemnation money nor costs, nor any part thereof, and that the whole remains due and unpaid, and owing, and still is in arrears, contrary to the form and effect of the said writing obligatory and of the condition thereof, by reason of which said breach the said writing became forfeited, and of full force and virtue in law, whereby an action hath accrued to the plaintiffs by the name of their said firm aforesaid, to demand and have of and from the defendants the sum of three hundred and twenty five dollars above demanded; yet the defendants, although often requested so to do, have not paid the said sum of three hundred and twenty five dollars above demanded; but to pay the same, or any part thereof, have hitherto wholly neglected and refused, and still do neglect and refuse, to the damage of the plaintiffs $200, and therefore they bring Suit, &c. By Wm. C. Lawrence, their Atty. And afterwards, to wit, on the day and year first herein aforesaid, came the said plaintiffs by their said attorney, and the said defendants, though solemnly called, came not, but made default. Thereupon, neither of the parties requesting a jury, and the Court being fully advised in the premises, do find that the defendants do owe and are indebted unto the said plaintiffs in the sum of $325. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of three hundred and twenty five dollars; and also their costs in this behalf expended, taxed to

But the above judgment may be discharged by the payment of one hundred and five dollars, and costs. Notice of appeal by defendants.

Attest – John Cassil, Clerk.

J. R. Swan

Stephen M'Lain &
Stephen L. Miller,
late partners, &c.

vs.

John Gibson,
Joseph Stiner,
Cornelius Mershon, &
Chester Farnum.

Pleas before his honor Joseph R. Swan, Esq. President, Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the county of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit on the 27th day of April, 1842, the plaintiffs sued out the following writ of Summons, to wit: State of Ohio, Union County, ss. To the Sheriff of said county, Greeting: We command you to Summon John Gibson, Joseph Stiner, Cornelius Mershon and Chester Farnum, to appear forthwith, before the Judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto Stephen M'Lain and Stephen L. Miller, late partners by the name of Miller & M'Lain, in plea of Debt $150. Damages one hundred dollars - and have you then there this writ. — Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 27th day of April, A. D. 1842. James H. Gill, Clerk. Said writ was endorsed: Suit brot. on defts. writing obligatory, sealed with their seals, given to pffs. by the name of their said firm of Miller & M'Lain for one hundred and fifty dollars, on the 4th day of July, 1840. By Wm. C. Lawrence, their Atty. Returned, served by certified Copies on C. Mershon, and by acknowledgment on C. Farnum, & S. Stiner, Apl. 27, 1842: J. Gibson not found. W. W. Steele. Sheff. And afterwards, to wit, on the 4th day of June, 1842, the plaintiffs, by their said Attorney, filed the following declaration, to wit: The State of Ohio, Union County, ss. Union Common Pleas, April term, 1842: Stephen M'Lain and Stephen Miller, late partners in trade by the name of Miller & M'Lain, complain of Cornelius Mershon, Joseph Stiner, and Chester Farnum (impleaded with John Gibson, as to whom the Sheriff has returned not found) in a plea of Debt, that they render to the plaintiffs, by the name of their late firm of Miller & M'Lain, the sum of one hundred and fifty dollars, which they owe to and unjustly detain from them. For that whereas, the said defendants, to wit, on the 4th day of July, 1840, at the County of Union aforesaid, by their writing obligatory, sealed with their seals, and now here to the Court shown, the date whereof is the day and year last aforesaid, acknowledged themselves to be held and firmly bound unto Stephen L. Miller and Stephen M'Lain, under firm of Miller and M'Lain, in the sum of one hundred and fifty dollars above demanded, to be paid to the said plaintiffs; which said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting to the effect following, to wit: that whereas the said John Gibson has obtained an allowance of a writ of error upon a certain judgment rendered in the Court of Common Pleas within and for said County of Union at the May term thereof, A. D. 1840, in favor of the said Miller and M'Lain, and against the said John Gibson, for the sum of forty three dollars and seventy eight cents costs — Now if the said John Gibson shall pay the condemnation money and costs, in case the said judgment in the Court of Common Pleas shall be affirmed by the Supreme Court, then this obligation shall be void, otherwise in full force in law;" and although the said judgment of the Common Pleas was affirmed in the Supreme Court, yet the plaintiffs aver that the said John Gibson did not, nor has he yet paid the condemnation money, nor any part thereof; but that the whole remains due and unpaid and owing, and still is in arrears, contrary to the form and effect of said writing obligatory and of the said condition thereof, by reason of which said breach the said writing became forfeited and of full force in law, whereby an action hath accrued to the plaintiff by the

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Attest - John

James A. M'L
vs.
William W.

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Attest - John

name of their said firm of Miller & M'Lain to demand and have of and from the said defendants the sum of one hundred and fifty dollars above demanded; yet the said defendants, although often requested so to do, have not as yet, nor either of them, paid the said sum of $150 above demanded, to the said plaintiffs; but to pay the same, or any part thereof, hath hitherto wholly neglected and refused, and still do neglect and refuse, to the damage of the plaintiffs $150, and therefore they bring suit, &c. Wm. C. Lawrence, their atty. And afterwards, to wit, on the same day and year first hereinaforesaid, came the said plaintiffs by their said attorney, and the said defendants, though solemnly called, came not, but made default. Thereupon, neither party requesting a jury, and the Court being fully advised in the premises, do find that the defendants do owe and are indebted unto the said plaintiffs in the sum of one hundred and fifty dollars. Therefore it is considered that the said plaintiffs recover of the said defendants the said sum of one hundred and fifty dollars, and also their costs in this behalf expended, taxed to

But the above judgment may be discharged upon payment of sixty five dollars and eighty two cents, and costs.

Attest – John Cassil, Clerk.

James A. M'Lain
vs.
William W. Steele.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas M. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 15th day of November, 1841, the plaintiff filed the following precipe and affidavit: James A. M'Lain vs. Wm. W. Steele. In Replevin. Damages $50.00. Issue a writ of Replevin for the following goods and chattels, to wit: one writing desk and book case. James A. M'Lain. To the Clerk of Union Common Pleas. Nov. 15th, 1841. The above named James A. M'Lain 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 Wm. W. Steele; and that the said goods and chattels were not taken in execution on any judgment against the said plaintiff, nor for the payment of any tax, fine 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. James A. M'Lain. Sworn to and subscribed before me this 15th day of Nov. A.D. 1841. James H. Gill, Clk., Whereupon, the following writ issued on the same day last aforesaid: The State of Ohio, Union County, ss. To the Coroner of said County, Greeting: We command you, that without delay, you cause to be replevied unto James A. M'Lain the following goods and chattels, to wit: One writing desk and book case, which Wm. W. Steele wrongfully detains from the said James A. M'Lain, as is said; and that you summon the said Wm. W. Steele to appear at the next term of the Court of Common Pleas, to be held in and for the County aforesaid, to answer unto the said James A. M'Lain for the unlawful detention of the goods and chattels aforesaid. Damages Fifty Dollars – and have you then there this writ. Witness James H. Gill, Clerk of said Court, this 15th day of November, A.D. 1841. James H. Gill, Clerk. Returned, served by reading to Deft, and delivering property to Plff. J. F. Woods. Coroner. And afterwards, to wit, on the same day and year first herein aforesaid, it was ordered that this cause be discontinued; and for costs that judgment be entered against the defendant herein, taxed to

Attest – John Cassil, Clerk.

Norman Chipman
vs.
Stephen Dysert.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union, and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two.— Be it remembered, that heretofore, to wit, on the 14th day of April, A. D. 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 Stephen Dysert 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 Norman Chipman in a plea of Asumpsit: Damages two hundred & fifty Dollars. And have [illegible] then there this writ. 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. Said writ was endorsed: Suit brot on defendants note of hand given to plaintiffs Oct. 21, 1839, for two hundred dollars, and payable one year after date; also for goods sold and delivered, &c. by Wm. C. Lawrence, his Atty. Returned, served by giving Deft. a certified copy. Apl. 13, 1841. Wm. H. Steele, Sheriff. And afterwards, to wit, on the 21st day of May, 1841, the plaintiff, by his said Attorney, filed the following dec=laration, to wit: State of Ohio, Union County, ss. Union Com. Pleas, April term, 1841. Norman Chipman complains of Stephen Dysert in a plea of assumpsit, for that whereas the said Stephen Dysert, on the 21st day of October, 1839, at the County aforesaid, made his promissory note in writing, and then and there delivered the same to the plaintiff, and thereby promised to pay to the said plaintiff or bearer two hundred dollars in one year after date thereof, which period has now elapsed; and the said Stephen Dysert, 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 Stephen Dysert has disregarded his said promises, and has not paid the said sum of money to the plaintiff, nor any part thereof, to the damage of the plaintiff two hundred and fifty dollars, and thereupon he brings suit, &c. by W. C. Lawrence, his Atty. And afterwards, to wit, on the 4th day of November, 1841, this Cause was Continued. And afterwards, to wit, on the 27th day of April, 1842, this Cause was Continued. And af=terwards, to wit, on the same day and year first herein aforesaid, it was or=dered, that this Cause be discontinued; and that judgment for costs be entered against the defendant herein, taxed to

Attest — John Cassil, Clerk.

J. R. Swan

The State of Ohio, for the use of Joseph Galloway & Mary his wife,
vs.
Oliver C. Kennady, Wm. B. Irwin, and Reuben P. Mann.

Pleas before his honor, Joseph R. Swan Esq. President, Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court house in and for the County of Union and State of Ohio, on the 30th day of August, A. D. 1842. Be it remembered, that heretofore, to wit, on the 27th day of April, 1842, the plaintiffs sued out the following writ of Summons, to wit: State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to Summon Oliver C. Kennady, Wm. B. Irwin & Reuben P. 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 the State of Ohio, for the use of Joseph Galloway & Mary Galloway his wife, in a plea of Debt $1200: Damages twelve hundred dollars — and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court house aforesaid, this 27th day of April, A. D. 1842. James H. Gill, Clerk. Said writ was endorsed: This suit is brought on a guardian bond given by the defts.

to the State of Ohio for $1200, bearing date 15th July, 1839, conditioned for the discharge by the said Oliver C. Kennady all the duties of Guardian to Mary Moren, daughter of Edward Moren, with whom the above named plff. Joseph Galloway hath since intermarried. Corwins, plffs attys. Returned, served by certified copies, Nov. 27, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the same day and year first herein aforesaid, it was ordered that this cause be discontinued; and that judgment be entered against the plaintiffs for costs herein, taxed to

Attest – John Cassil, Clerk.

J. R. Swan

The President & Directors of the Urbana Banking Company,
vs.
William W. Woods, Reuben P. Mann & Albert Munsell.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, 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 November, A.D. 1841, the plaintiffs sued out the following writ of Summons, to wit: State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to Summon William W. Woods, Reuben P. Mann and Albert Munsell, 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 the President & Directors of the Urbana Banking Company, in a plea of Assumpsit Damages one thousand dollars – and have you then, there this writ. Witness James H. Gill, Clerk of said Court, at the Court house aforesaid, this 4th day of November, A.D. 1841. James H. Gill, Clerk. Seal. Said writ was endorsed: This suit is brought to recover the principal & interest due on a bill of exchange for $700.00, drawn by the defendants in favor of the plffs. payable at the Philadelphia Bank, four months after date, bearing date 1st May, 1841. Corwins, Attys. for Plffs. Returned, served by certified copies Nov. 4, 1841. W. W. Steele, Sheff. And afterwards, to wit, on the 20th day of April, 1842, this cause was continued. And afterwards, to wit, on the same day and year first herein aforesaid, it was ordered, that this cause be discontinued; and that judgment be rendered against the plaintiffs in favor of the defendants, for the costs therein, taxed to

Attest – John Cassil, Clerk.

J. R. Swan

Rufus D. Thrall
vs.
Solomon Wait.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 7th day of February, A. D. 1842, 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 Solomon Wait 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 Rufus D. Thrall in a plea of Trespass: Damages one thousand dollars – and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court house aforesaid, this 7th day of February, A. D. 1842. James H. Gill, Clerk. Seal. Said writ was endorsed: Suit brot. to recover damages sustained by reason of deft. speaking, uttering, & publishing in the hearing of divers and sundry persons, the false, wicked, malicious and defamatory words following: he (meaning plff.) swore false – he (meaning plff.) swore a damned lie, and I can prove it – he (meaning plff.)

Swore a lie – he (meaning pltff.) Swore a damned lie, and I dare him to take me up for saying it – to the damage of the pltff. $1000.00. A. Hall, Atty. for Pltff. And afterwards, to wit, on the same day and year first herein aforesaid, and the plaintiff failing further to prosecute his suit, it is ordered that he become nonsuit. It is therefore considered, that the plaintiff pay the costs herein expended, taxed to

Attest– John Cassil, Clerk.

John C. Work
vs.
David W. Cunningham.

Pleas before his Honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the day and year aforesaid, came the plaintiff by his counsel, and filed the following declaration, to wit: State of Ohio, Union County, ss. Union Com. Pleas, August term, 1842– John C. Work complains of David W. Cunningham in a plea of Debt, for that whereas the said David W. Cunningham, on the 1st day of May in the year 1841, at Zanesfield, to wit, at the County of Union aforesaid, made his certain writing obligatory of that date, and sealed with his seal, and now here to the Court shown; and then and there delivered the same to one Lauson Curtis, and thereby bound himself to pay to the said Lauson Curtis or order the sum of four hundred and forty four dollars, twelve months after the date thereof – which period has now elapsed; and the said Lauson Curtis then and there endorsed the same to the said John C. Work, whereof the said David W. Cunningham then and there had notice, and they and there, in consideration of the premises, promised to pay the amount of the said writing obligatory to the said John C. Work, according to the tenor and effect thereof – yet the said David W. Cunningham has not paid the said sum of money, nor any part thereof, to the damage of the said John C. Work $500, and therefore he sues, &c. By Wm. C. Laurence, his Atty. And afterwards, to wit, on the day and year aforesaid, came the defendant, by his Attorney and filed his plea, as follows, to wit: David W. Cunningham vs. John C. Work. Union Com. Pleas August term, 1842. And the said David W. Cunningham, by P. B. Cole, one of the Attorneys of this Court, comes and defends, &c. and says that he cannot gainsay or deny, but admits the execution, delivery and endorsement of the said writing obligatory, and by virtue of a warrant of attorney for that purpose executed, waives the suing and service of process, accepts a declaration in the action of John C. Work against the said defendant, and confesses and allows judgment to be render in favor of the said plaintiff for the sum of four hundred and forty four dollars his debt, and the sum of eight dollars and eighty five cents his damages, by reason of the detention thereof; and costs of suit; and also, by virtue of the same authority, releases all errors, and waives the right of appeal on behalf of said defendant. By P. B. Cole, Atty. for Def. It is therefore considered by the Court, that the plaintiff recover of the defendant the sum of four hundred and forty four dollars, his debt aforesaid, and the sum of eight dollars and eighty five cents, his damages aforesaid, so as aforesaid confessed, together with his costs in this behalf expended, taxed to

Attest– John Cassil, Clerk.

Lewis Heyl
vs.
James S. Alexand

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the said plaintiff
made default.

Lewis Heyl
vs.
James S. Alexander.

Pleas before his honor Joseph R. Swan, Esq. President, Silas L. Strong, James K. Smith, and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House, in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 23d day of April, A. D. 1842, 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 James S. Alexander 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 Lewis Heyl in a plea of Debt $200. Damages, $200.00 Dollars - and have you then there this writ. Witness James H. Gill, Clerk of said court, at the Court house aforesaid, this 23D day of Apl. A.D. 1842. James H. Gill Clerk. Said writ was endorsed: Suit brot. on Single bill under seal given by deft. to Joshua Gore or order for two hundred dollars, dated 6th day of Feb. 1841, and payable twelve months after date, endorsed by said Joshua Gore to Geo. N. Lord or order, and by said Geo. N. Lord to plff. by the name and style of L. Heyl - also on the common counts. L. Heyl, Atty. at Law per self. Returned, served by certified copy Apl. 25, 1842. N. W. Steele, Shff. And afterwards, to wit, on the 30th day of April, 1842, the plaintiff filed the following declaration, to wit: State of Ohio, Union County, ss. Court of Common Pleas, April term, A. D. 1842. Lewis Heyl, plaintiff in this suit, complains of James S. Alexander, defendant in this suit, of a plea of Debt, for that whereas the said defendant, on the Sixth day of February in the year of our Lord 1841, at Union county, aforesaid, made his certain writing obligatory of that date, sealed with his seal (and now to the Court here shown) and then and there delivered the same to Joshua Gore, and thereby bound himself to pay to the said Joshua Gore or order two hundred dollars in twelve months after the date thereof, which period has now elapsed - and the said Joshua Gore then and there endorsed the same to Geo. N. Lord or order, and the said Geo. N. Lord then and there endorsed the same to said plaintiff by the name and style of L. Heyl, of all which the said defendant then and there had notice, and the said defendant then and there by reason of the premises, became liable and was bound to pay unto said plaintiff the said sum in said writing obligatory specified, according to the tenor and effect of said writing obligatory. And also for that, whereas, the said defendant heretofore, to wit, on the first day of April, in the year of our Lord 1842, at Union county aforesaid, was indebted to the said plaintiff in the further sum of two hundred dollars for the price and value of goods then and there sold and delivered by said plaintiff to said 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 said plaintiff for the said defendant at his request - And in two hundred dollars for money then and there lent and advanced by the said plaintiff to the said 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 said plaintiff - And in two hundred dollars for money found to be due from the defendant to said plaintiff on an account then and there stated between them. Yet the said defendant hath not paid the said several sums of money, or either of them, nor any part thereof. To the damage of the said plaintiff two hundred dollars, and thereupon he brings suit, &c. L. Heyl, Atty. at Law, per self. And afterwards, to wit, on the 31st day of August, 1842, came the said plaintiff, and the said defendant, though solemnly called, came not, but made default. Thereupon, neither party requesting a Jury, and the Court being

fully advised in the premises, do find that the defendant does owe and is indebted unto the said plaintiff in the sum of Two Hundred Dollars, and that the said plaintiff hath sustained damages by reason of the detention thereof, in the sum of Six dollars and seventy cents. Therefore it is considered by the Court that the said plaintiff recover of the said defendant the said sum of two hundred dollars his debt, and also the sum of Six dollars and seventy cents, his damages aforesaid in form aforesaid assessed, together with his costs in this behalf expended, taxed to

Whereupon, notice of appeal was given by the defendant.

Attest - John Cassil, Clerk.

Mains Wason
vs.
William W. Woods.

Pleas before his Honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the day and year aforesaid, came the plaintiff, by his counsel Otway Curry, and filed the following declaration, to wit: Union County, ss. Court of Common Pleas, August term, A.D. 1842. Mains Wason complains of William W. Woods in a plea of assumpsit, for that whereas the said William W. Woods, on the 20th day of August, A.D. 1842, at Union County, Ohio, made his promissory judgment note in writing, and delivered the same to the said Mains Wason, and thereby promised to pay to the said Mains Wason or order one hundred and twenty two dollars and thirty one cents, in one day after the date thereof, which period has now elapsed; and the said William W. Woods then and there, in consideration of the premises, promised to pay the amount of the said note to the said Mains Wason, according to the tenor and effect thereof; and the said William W. Woods then and there, in and by writing contained in the body of said judgment note, did authorize and empower any attorney at law of the State of Ohio, in the name and behalf of said William W. Woods, to appear in any Court of record, and to waive process, and service thereof, and to confess judgment in favor of the holder of said judgment note, for the amount thereof, with interest and costs - and the said defendant did then and there, in manner aforesaid, release all errors that may accrue in the rendition of said judgment, and waive all right and benefit of appeal - Yet the said William W. Woods hath disregarded his promise touching the payment of said sum of money, and hath not paid the said sum of money, or any part thereof - to the damage of the said Mains Wason Two Hundred Dollars: and thereupon he brings suit, &c. By Otway Curry, his Atty. - And afterwards, to wit, on the day and year aforesaid, came the defendant, by his Attorney, and filed the following plea, to wit: William W. Woods ads. Mains Wason. Union Common Pleas. And the said William W. Woods, now comes, and by his Attorney Charles W. B. Allison, to the Court here says, that he cannot gainsay the declaration of the said Mains Wason; but confesses and says that he is indebted to the said Mains Wason, in the sum of one hundred and twenty two dollars and thirty one cents, and hereby doth waive all process and service thereof; and release all errors that may accrue in the rendition of judgment, and waive all right and benefit of appeal in behalf of the said William W. Woods: and prays the Court now to render a judgment against him in favor of the plaintiff for the said sum of one hundred and twenty two dollars and thirty one cents, and also for interest, and costs of suit. By Charles W. B. Allison, his Atty. And afterwards, to wit, on the day and year first herein aforesaid, came into Court the plaintiff by his said Attorney - Whereupon, it is considered by the Court that the plaintiff recover of the defendant the said sum

of one hundred and twenty two dollars and thirty one cents, his damages so confessed as aforesaid, and also his costs in this behalf expended, taxed to and all error is released, and all right and benefit of appeal waived by said defendants.
Attest- John Cassil, Clerk.

Charles Sweetser, for the use of Edward Bridge,
vs.
Silas G. Strong.

Pleas before his Honor Joseph R. Swan, Esq. President, and James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas began and held at the Court house in and for the county of Union, on the thirtieth day of August in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 26th day of April, A.D. 1842, 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 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 Charles Sweetser, for use of Edward Bridge, in a plea of assumpsit - Damages $300.00 Dollars - and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 26th day of April, A.D. 1842. Jas. H. Gill, Clerk. Said writ was endorsed: Suit brot. on Promissory note given by deft. to Edward Bridge or order for $120 19/100, dated New York, August 11, 1840, & due 30 days after date. Sweetser & Barnes, Atty. for Plff. Returned, Served by acknowledgment 26th. 26, 1842. N. N. Steele, Sheff. And afterwards, to wit, on the 10th day of May, 1842, the plaintiff, by his said Attorneys, filed the following declaration: State of Ohio, Union County, ss. Court of Common Pleas, April term, A. D. 1842: Charles Sweetser, for the use of Edward Bridge, complains of Silas G. Strong, in a plea of assumpsit, for that whereas the said Defendant, on the 11th day of August, 1840, at New York, to wit, at Union County aforesaid, made his certain promissory note in writing, and delivered the same to the said Edward Bridge, and thereby promised to pay the said Edward Bridge or order one hundred & twenty 19/100 dollars in thirty days after the date thereof, which period has now elapsed; 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 Edward Bridge or order, according to the tenor and effect thereof. And also, for that whereas, the said Silas G. Strong, on the day aforesaid, at the County aforesaid, was indebted to the said plaintiff in three 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 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: And in three hundred dollars for the price and value of work then and there done, and materials for the same provided the plaintiff for the defendant at his request - And 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 there 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 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, nor either of them, nor any part thereof, to the damage of the plaintiff three hundred dollars, and thereupon he brings suit. By Sweetser & Barnes, his Attorneys. And afterwards, to wit, on the same day and year first aforesaid, came the said plaintiff, and the said defendant, though solemnly called, came not, but made default. Whereupon it is considered by the Court that the plaintiff ought to recover his damages by reason of the premises;

and neither party requiring a jury, and the Court being fully advised in the premises, do assess the damages of the said plaintiff to the sum of one hundred and thirty four dollars and forty one cents. Therefore it is considered that the plaintiff re-=cover of the defendant the said sum of one hundred and thirty four dollars and forty one cents, his damages aforesaid in form aforesaid assessed, together with his costs in this behalf expended, taxed to

Whereupon, notice of appeal was given by the defendant.

Attest—John Cassil, Clerk.

John M. Blue, senior,
vs.
John Hurley, Henry Kezartee & George W. Cherry.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 16th day of April, 1842, the plaintiff filed the following præcipe and affidavit in the Clerks office of said Court, to wit: John M. Blue, sen. vs. John Hurley, Henry Kezartee and George W. Cherry. In Union Common Pleas. The Clerk will issue a writ of Replevin for one grey mare—dam-=ages Eighty Dollars. A. Hall, for Plff. To J. H. Gill, Clk. John M. Blue, the above named, makes oath and says that he has good right to the possession of the goods and chattels described in the above præcipe; and that the same are wrongfully detained by the said John Hurley, Henry Kezartee and George W. Cherry; and that said goods and chattels were not taken in execution on any judgment against the said plaintiff, nor for the payment of any tax, fine 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. John M. Blue. Subscribed & sworn to before me April 16, 1842. Jas. H. Gill, Clerk. And afterwards, to wit, on the day last aforesaid, the following writ was issued: 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 John M. Blue, the goods and chattels following, to wit: One grey mare, which John Hurley, Henry Kezartee, and George W. Cherry wrongfully detain from the said John M. Blue, as is said—and also that you summon the said John Hurley, Henry Kezartee and George W. Cherry, 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 M. Blue for the unlawful detention of the goods and chattels aforesaid—Damages Dollars: and have you then there this writ. Witness James H. Gill, Clerk of said Court, this 16th day of April, 1842. James H. Gill, Clerk. (Seal) Returned and endorsed as follows: I have executed this writ by reading to Kezartee, John Hurley & Geo. W. Cherry, delivering property to Jno. M. Blue, & taking bonds in the sum of one hundred $ April 16, 1842. N. N. Steele, Shff.—And afterwards, to wit, on the 30th day of May, 1842, the plaintiff, by A. Hall, his Attorney, filed the following declaration: Court of Common Pleas, Union County—April term, A. D. 1842. John M. Blue v. John Hurley, Henry Kezartee and George W. Cherry—Replevin. John M. Blue complains of John Hurley, Henry Kezartee and George W. Cherry, in a plea of Replevin, for that the said John Hurley, Henry Kezartee and George W. Cherry, on the 15th day of April, 1842, were pos-=sessed of certain goods and chattels of the said John M. Blue, to wit: One Grey Mare, to be delivered to the said Blue when they the said John Hurley, Henry Kezartee and George W. Cherry should be thereto afterwards requested;

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James E. Harr
vs.
Daniel William

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Attest—Jo

yet the said Hurley, Kezartee and Cherry, though requested so to do, have not delivered the said goods and chattels, nor any part thereof, to the said Blue - and so the said Hurley, Kezartee and Cherry wrongfully detain the same from the said Blue; to his damage eighty dollars, and therefore he sues, &c. By A. Hall, his Attorney. And afterwards, to wit, on the day and year first aforesaid, came the plaintiff, and the defendants, though solemnly called, came not, but made default - Thereupon, neither party requesting a jury, and the Court being fully advised in the premises, did find that the defendants doth detain the goods and chattels of the plaintiff, as the plaintiff hath complained against them, and they assess the plaintiffs damages, at one cent. Therefore it is considered by the Court that the plaintiff recover of the defendants the said sum of one cent, his damages aforesaid, and also his costs in this behalf expended, taxed to

Attest—John Cassil, Clerk.

James E. Harriott
vs.
Daniel Williams.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the day and year aforesaid, the plaintiff filed the following transcript from the docket of James Turner, to wit: State of Ohio, Union County, ss. James E. Harriott

vs.

Daniel Williams.

Judgment, $11.53

Justices' Costs:

Summons,	12½
Satisfaction,	10
Judg.	12½
Execution,	25
This transcript,	31¼

Suit brought on account for bill of goods - Amount $11.53. Aug. 24th, 1842 - Summons issued to John Hurly, Const. returnable on the 29th day of Aug. 1842, at 10 o'clock, A.M. which was returned in due time, endorsed, served, by reading - fee 0.15. Aug. 29th, 1842. This day came the deft. and confessed judgment on the above. It is therefore considered by me that the plaintiff recover of defendant, a judgment for the Sum of Eleven dollars & fifty three cents and costs of suit. Execution issued to John Hurly, Const. which was returned by said Const., endorsed, no property found whereon to levy - but it is suggested that he has lands and tenements - fee, mileage, 5 cents. Aug. 29th, 1842. John Hurly, Const. I certify the above to be a correct copy from my docket. Aug. 30, 1842. James Turner, J.P. And afterwards, to wit, on the day and year aforesaid, the following writ of scire facias issued, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: Whereas, James E. Harriott, on the 29th day of August, 1842, recovered a judgment before James Turner, Esq. a Justice of the Peace in and for the said County of Union, for the Sum of $11.53 Damages and costs of Suit, against Daniel Williams, upon which judgment an execution was issued by the said James Turner, and returned no goods found whereon to levy; and it having been suggested to the said James Turner, that the said Daniel Williams is possessed of lands and tenements, as appears by a transcript of the said judgment and proceedings filed in our Court of Common Pleas in and for said County of Union. You are therefore commanded to make known to the said Daniel Williams to appear before our said Court forthwith, to show cause, if any there be, why execution should not issue against his lands and tenements, to satisfy said judgment, &c. - and have you then there this writ. Witness James H. Gill, Clerk, this 30th day of Aug. 1842. James H. Gill, Clerk. Sheriffs Returnge, served by certified copy Aug. 30, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 31st day of August, 1842, the said defendant having failed to appear, show cause why, &c. it is ordered that the plaintiff have his execution against the lands and tenements of the said defendant, to satisfy said judgment, and for costs herein expended, taxed at

Attest - John Cassil, Clerk.

William C. Lawrence
vs.
Rufus S. Maynard.

Pleas before his honor Joseph R. Swan, Esq. President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 31st day of August, 1842, the plaintiff filed the following transcript from the docket of John Jolly, to wit:

Wm. C. Lawrence, Plaintiff,
vs.
R. S. Maynard & Moses Mitchell, jr. defendants.

Debt, $30.25
Interest, 1.56¼
June 28th. $31.81¼
August 26th. Interest, 31¾
$32.13

Justices' fees:
Confession, 12½
August 26, 1842, Execution issued by order of plaintiff, 25
Satisfaction when pd. 10
47½
32.13
32.60½
Justices' fees for transcript, 31
$32.91½

Suit brought on note, viz. Nine months from date, we, or either of us, promise to pay Wm. C. Lawrence, administrator of John Dorshor thirty dollars and 25 cents. Nov. 17, 1840. Signed, R. S. Maynard. Surety, Moses Mitchell, jr. June 25, 1842. R. S. Maynard, principal, appeared before me, and confessed judgment on the above note. It is therefore considered by me that plaintiff recover the same with interest and costs, and costs that may accrue. John Jolly, J. P. August 29, A. D. 1842. Execution returned, no property found whereon to levy, but it is suggested by me that defendant owns lands. Signed August 29th, 1842. S. Mitchell, Const. and upon such suggestion being made, by order from plaintiff issued this transcript. I certify the above to be, as I verily believe, a true copy from my docket in said case. John Jolly, J. P. August 29th, 1842. And afterwards, to wit, on the day and year second above mentioned, the following writ of Scire facias was issued from the Clerk's office of said Court, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: Whereas, on the 28th day of June, 1842, W. C. Lawrence recovered against R. S. Maynard, before John Jolly, Esq. one of the Justices of the Peace of said County, a judgment for the sum of $30.25 Debt, and interest $1.56¼, and costs, upon which said judgment an execution was issued by the said John Jolly, and returned no property found whereon to levy: and it having been suggested to the said John Jolly that the said R. S. Maynard is possessed of lands and tenements, as appears by a transcript of said judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union — You are therefore commanded that you make known to the said R. S. Maynard, to appear before our said Court of Common Pleas forthwith, to show cause, if any there be, why execution should not issue against his lands and tenements to satisfy said judgment — and further to do and receive what our said Court shall in that behalf consider of him; and have you then there this writ. — Witness Jas. H. Gill, Clerk of said Court, this 31st day of August, 1842. James H. Gill, Clk. Seal. Returned, served by certified copy Aug. 31, 1842, W. W. Steele, Sheff. And afterwards, to wit, on the first day of September, 1842, the said defendant having failed to appear, show cause why, &c. it is ordered that the plaintiff have his execution against the lands and tenements of the said defendant, to satisfy said judgment, and for costs herein expended, taxed at

Attest — John Cassil, Clerk.

J. R. Swan

James Ward
vs.
John D. Irwin.

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James Ward
vs.
John D. Irwin.

Pleas before his Honor Joseph R. Swan, Esq. President, and Silas L. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union, on the thirtieth day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore to wit, on the 13th day of April, A. D. 1842, the plaintiff, by his Attorney A. Hall, Esq. 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 John D. Irwin 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 Ward in a plea of Assumpsit: Damages Five hundred Dollars – and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court house aforesaid, this 13 day of April, A.D. 1842. James H. Gill, Clerk. Fees Said writ was endorsed: Suit brot. to recover the price and value of work and labor done and performed, goods, wares, and merchandize sold and delivered, boarding, nursing, and clothing deft. & child, horse keeping, money paid, laid out & expended, money loaned, &c. A. Hall, Atty. for Plff. Returned, served by certified copy. April 14, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 30th day of May, 1842, the plaintiff, by his said Attorney, filed the following declaration, to wit: Court of Common Pleas, Union County, April term, A. D. 1842. James Ward vs. John D. Irwin – Assumpsit. James Ward complains of John D. Irwin in a plea of Assumpsit, for that whereas the said John D. Irwin, on the first day of January, 1842, at Union County, was indebted to the said James Ward in five 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 five 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 five hundred 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 five hundred dollars for money then and there lent by the plaintiff to the defendant at his request – And in five hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request – And in five hundred dollars for money then and there received by the defendant for the use of the plaintiff – And in five 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 2d day of January, 1842, 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 five hundred dollars, and thereupon he brings Suit, &c. A. Hall, Atty. for Plff. And afterwards, to wit, on the 26th day of August, 1842, the defendant, by Otway Curry, his Attorney, filed his plea, as follows, to wit: John D. Irwin ads. James Ward. Union Common Pleas. And the said John D. Irwin comes and defends, &c., and says that he did not assume and promise in manner and form as the said James Ward hath declared against him, and of this he puts himself upon the country; and the said James Ward doth the like. By Otway Curry his Attorney. 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 Five Hundred and ten dollars for the price and value of goods before that time bargained and sold by the defendant to the plaintiff at his request; and also in the sum of five hundred and ten dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request; and also in the sum of Five Hundred and Ten Dollars for the price and value of work before that time done and materials for the same, provided by the defendant

for the plaintiff at his request; and also in the sum of Five Hundred and ten dollars for money before that time lent by the defendant to the plaintiff, at his re=quest; and also in the sum of five hundred and ten dollars for money before that time received by the plaintiff for the use of the defendant; and also in the sum of five hundred and ten dollars for money found to be due from the plaintiff to the defendant, on an account before that time stated between them. And the defendant will set off on said trial so much of the said several sums of money so due and owing from the said plaintiff to 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. And afterwards, to wit, on the second day of September, 1842, came the parties by their Attorneys, and thereupon came a Jury, to wit: Jacob Par=themore, John S. Fulton, John B. Hagar, Ralph Cherry, Smith Brown, Andrew Reyes, James F. Coolidge, Abijah Gandy, George Fuller, A. A. Woodworth, Farmery Hemenway, and William Gabriel, Sr., who, being empanelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do find 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 at the sum of three hundred and forty six dollars and forty three cents—and the jury find due from the plaintiff to the defendant the sum of Ninety five dollars: leaving due the plaintiff from the defendant, after the above allowance of off-set, the sum of two hundred and fifty one dollars and forty three cents. Therefore it is considered by the Court that the said plaintiff recover of the said defendant the said sum of two hundred and fifty one dollars and forty three cents, his damages aforesaid, in form aforesaid assessed; and also his costs in this behalf expended, taxed at

Attest—John Cassil, Clerk.

The State of Ohio, for the use of Rees Darlinton,
vs.
John Scott, Jacob Reed, & Samuel Sanders.

Pleas, before his honor Joseph R. Swan, Pregident, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the thir=tieth day of August, 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 August, A. D. 1840, the plaintiff, by Godman & Rowe, his Attorneys, 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 John Scott, Jacob Reed and Samuel Sanders, 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 the State of Ohio, for the use of Rees Darlinton, in a plea of Debt $500.00—Damages Three hundred Dollars; and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 28th day of August, A. D. 1840. Jas. H. Gill, Clerk. Said writ was endorsed: Suit brot. on bond dated Nov. 14th, A. D. 1836, executed by defts. payable to the State of Ohio, conditioned that said Scott should pay over, according to law, all moneys that should come into his hands as Justice of the Peace of Jackson township in said county—breaches assigned, that said Scott did not pay over the moneys of said Darlinton that so came into his hands as aforesaid: also for money received by said Scott

as Justice of the ... for Plff. Returne... Scott not found. ...ember, 1840, the ... Ohio, Union County, ... in this suit, for the ... (the Sheriff of sai... Reed and Sanders)... of November, A. ... and Samuel Sand... =atory of that date ... then delivered the ... with the said S... the sum of five ... writing obligator... is provided, that ... day of Septemb... the Township of ... should well and ... into his hands ... should be void—... to wit, on the 7th ... and duly qualifie... for said township ... Rees, Darlinton, ... both payable to ... dated, September ... 13th, 1838, with ... receipt for, the ... now to the Court ... =tice of the Peace ... notes in favor of ... of the said Rees ... his the pd Scott's ... with the pd com... in Court, by rea... unknown, and h... to wit, on the 8th ... as aforesaid, call... as aforesaid, wit... named—Yet the ... =linton, and by his ... 30th day of Oct... =eral sums of ... either of those, no... whereby the said ... of any person ... performance of ... said plff. to d... the sum named

as Justice of the Peace as aforesaid, belonging to said Darlington. Godman & Rowe, Attys. for Plff. Returned: Served by delivering a certified copy to J. Reed and S. Sanders - J. Scott not found. R. Clark, Sheriff. And afterwards, to wit, on the 5th day of November, 1840, the plaintiff, by his said Attorneys, filed the following declaration, to wit: State of Ohio, Union County ss. Court of Common Pleas, October Term, A. D. 1840. The State of Ohio, Plff. in this suit, for the use of Rees Darlinton, complains of Jacob Reed and Samuel Sanders, Defts. (the Sheriff of said County having returned not found, as to John Scott, impleaded with said Reed and Sanders) in a plea of Debt, for that whereas, heretofore, to wit, on the 14th day of November, A. D. 1836, at the County of Union and State of Ohio, the said Jacob Reed and Samuel Sanders, together with the said John Scott, made their certain writing obligatory of that date, sealed with their seals, and now to the Court here shown, and then and there delivered the same to the said Plff., whereby the said Reed and Sanders, together with the said Scott, acknowledged themselves to be bound unto the State of Ohio, in the sum of five hundred Dollars, to be paid to the said Plff. on demand, which sd. writing obligatory was and is subject to a certain condition thereunder written, whereby it is provided, that whereas the said John Scott had been duly elected, and on the 19th day of September, A. D. 1836, commissioned as a Justice of the Peace within and for the Township of Jackson, in said County of Union - and that, if the said John Scott should well and truly pay over, according to law, all moneys which might come into his hands by virtue of his said commission, that then the aforesaid writing obligatory should be void - otherwise in full force and virtue. And also, for that whereas, heretofore, to wit, on the 7th day of March, 1838, and after the said John Scott had been commissioned and duly qualified, and was then and there acting as a Justice of the Peace within and for said township of Jackson, in the County of Union and State of Ohio aforesaid, the said Rees Darlinton, by his agent, left with said Scott for collection two notes of hand, both payable to Sd. Darlinton: one on Michael Vanbuskirk for the sum of $30.52, dated September 22d, 1837, and one on John Cheny and J. B. Davis, dug January 13th, 1838, with interest one year, for $28.76, and took the said John Scotts receipt for the same as Justice of the Peace of sd. Township, which sd. receipt is now to the Court here shown; and the sd. plaintiff avers that the said Scott, as Justice of the Peace of the township aforesaid, rendered a judgment on each of the aforesaid notes in favor of Sd Darlinton and against the obligors therein named, for the amount of the said Notes, together with the interest & costs thereon, and recorded the same in his the sd Scotts docket as Justice of the Peace as aforesaid; which docket, together with the sd commission of the sd Scott as aforesaid, the sd Plff is unable to produce in Court, by reason that the same is in the hands of sd. Scott, who has gone to parts unknown, and has taken them sd docket & commission with him - And afterwards, to wit, on the 8th day of August, 1838, the said John Scott, as Justice of the Peace as aforesaid, collected the amounts of the said judgments rendered by him on the said Notes as aforesaid, with the interest and cost thereon, in cash, from the obligors therein named - Yet the said John Scott though particularly thereto requested by the said Darlinton, and by his Atty. at the office of him the said Scott in said Jackson township, on the 30th day of October, 1839, and at divers other times, has not paid the above named several sums of money so collected by him as Justice of the Peace as aforesaid, nor either of them, nor any part thereof; but hath hitherto neglected and refused so to do: whereby the said writing obligatory became forfeited to the said Plff. for the use of any person who had or might have sustained damages by reason of the non-performance of the conditions thereof - And thereby an action hath accrued to the said Plff. to demand and have of the said defts. the sd. sum of five hundred dollars, the sum named in said writing obligatory - Yet the said defts. nor the sd. John Scott,

though often requested, have not as yet paid the sd. sum of five hundred dollars named in sd. writing obligatory, nor any part thereof to sd. pltff.; but to do so have utterly neglected and refused. And also for that whereas, heretofore, to wit, on the 19th day of September, 1836, at the County of Upion aforesaid, the said John Scott was duly commissioned a Justice of the Peace of Jackson township, in the County of Union aforesaid. And afterwards, to wit, on the 14th day of November, A.D. 1836, the said John Scott, together with said Jacob Reed and Samuel Sanders, as his securities, under their hands and seals, entered into a bond to the said State of Ohio in the sum of five hundred dollars, conditioned that the said John Scott should well and truly pay over, according to law, all monies which might come into his hands by virtue of his said commission, which sd. bond is to the tenor and effect following, to wit: "Know all men by these Presents, That we, John Scott, Jacob Reed and Samuel Sanders, of the County in the State of Ohio, are held and firmly bound unto sd. State in the penal Sum of five hundred dollars, to the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, exec-utors, and administrators, firmly by these presents. Sealed with our seals, and dated this 14th day of November, A. D. 1836. The condition of the above obligation is such, that whereas the above named John Scott has been duly elected, and on the 19th day of September, A. D. 1836, commissioned as a Justice of the Peace within and for the township of Jackson in sd. county of Union. Now if the sd. John Scott shall well and truly pay over, according to law, all monies which may come into his hands by virtue of his said commission, then this obligation shall be void; otherwise to remain in full force and virtue. John Scott Seal Jacob Reed. Seal Samuel Sanders. Seal" And afterwards, to wit, on the 7th day of March, 1838, and while said Scott was acting as Justice of the Peace of sd. township of Jackson, the said Rees Darlinton left with said Scott for collection two due bills, both due to sd. Darlinton; one on Michael Vanbuskirk for the sum of $30.32, dated September 22d, 1837, and one on John Cheny and J. B. Davis, due January 13th, 1838, with interest, for $28.76; and then and there took sd. Scott's receipt for the same as Justice of the Peace as aforesaid; and the sd. Scott, as Justice of the Peace as aforesaid, afterwards rendered judgment against the obligors in said due bills named, for the amount of the same, together with interest and costs; and afterwards, as Justice of the Peace as aforesaid, collected the same, together with interest and costs, in cash, from the makers of said due bills — yet the said Scott, though par-ticularly thereto requested, at his office in sd. Jackson township, by the said Dar-linton, on the first day of November, 1839, and at divers other times, has not paid to the sd. Darlinton, nor to any other person, on his behalf, the above named several sums of money so by him collected as aforesaid, or any part thereof; but to do so has utterly neglected and refused, to wit, at the county aforesaid, whereby the said bond became forfeited to the said pltff. for the use of any person who might sustain damages by reason of the non-performance of the conditions thereof — And the said defts. then and there, in consideration of the premises, became bound to pay the amount thereof to the said pltff. according to the tenor and effect thereof — yet they have disregarded their said obligations, & have not paid the amount of said bond, to wit, the sum of five hundred dollars, nor any part thereof. And also for that whereas, heretofore, to wit, on the 7th day of March, 1838, at the County of Upion aforesaid, and after the said Scott had given bond to the State of Ohio in the sum of five hundred dollars with the said Reed and Sanders as his securities, con-ditioned as aforesaid; and while the said Scott was acting as Justice of the Peace of the sd. township of Jackson in the county of Union aforesaid, the said Rees Darlinton

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left with said Scott for collection two notes of hand payable to said Darlington; one on Michael Vanbuskirk for $30.52, dated September 22d, 1837, & one on John Cheny and I.B. Davis, due January 13th, 1838, with interest, for $28.76; and the said John Scott afterwards, and while he was acting as Justice of the Peace as aforesaid, collected the amount thereof from the obligors in said notes named, as Justice of the Peace as aforesaid; and applied the same to his own use - and though often requested, has constantly refused, up to the time of the commencement of this Suit, and still does refuse, to account for and pay over the same, or any part thereof, to the said Rees Darlington, as by the conditions of sd. bond he was bound to do; whereby the said bond became forfeited, and the said defts. became bound, together with sd. Scott, to pay the amount thereof to the said plff. according to the tenor and effect thereof - yet they have disregarded their said obligations, and have not paid (neither they nor sd. Scott) the said Sum of five hundred dollars in the said bond named, nor any part thereof, to the said plff. And also for that whereas, heretofore, to wit, on the 14th day of November, 1836, at the County of Union aforesaid, the said John Scott, together with said Jacob Reed and Samuel Sanders as his securities, under their hands & seals, entered into a bond to the sd. State of Ohio in the Sum of five hundred dollars, conditioned that the sd. John Scott should well and truly pay over, according to law, all monies which might come into his hands as Justice of the Peace of Jackson township in the County of Union aforesaid, which bond is in substance set forth in the second Count of this declaration, and is in substance and effect, as follows, to wit: Know all men by these Presents, that we, John Scott, Jacob Reed and Samuel Sanders, of the county of Union in the State of Ohio, are held and firmly bound unto the St. State of Ohio, in the penal Sum of five hundred dollars, to the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors & administrators, firmly by these presents. Sealed with our seals, and dated this 14th day of November, A.D. 1836. The conditions of the above obligation are such, that whereas the above bound John Scott has been duly elected, and on the 19th day of September, A.D. 1836, commissioned as a Justice of the Peace within and for the township of Jackson in sd. County of Union. Now if the said John Scott shall well and truly pay over, according to law, all monies which may come into his hands by virtue of his sd. commission, then this obligation shall be void: otherwise to remain in full force and virtue. John Scott (Seal) Jacob Reed (Seal) Samuel Sanders. (Seal) And afterwards, to wit, on the 7th day of March, 1838, and while the sd. Scott was acting as Justice of the Peace of said township of Jackson as aforesaid, the said Rees Darlington left with said Scott for collection, two due bills, both payable to sd. Darlington; one on Michael Vanbuskirk for $30.52, dated September 22d, 1837, and one on John Cheny and I. B. Davis, due January 13th, 1838, with interest, for $28.76: and the said John Scott, as Justice of the Peace as aforesaid, afterwards collected the same, together with the interest, in cash - yet the sd. Scott, though particularly thereto requested by the sd. Darlington, at his the sd. Scotts office in Jackson township aforesaid, on the 30th day of October, 1839, and at divers other times by the sd. Darlington his Attys. at the same place, has not paid to the said Darlington, nor to any other person on his behalf, the above named several Sums of money so collected by him as Justice of the Peace as aforesaid, nor any part thereof - but to do so has utterly neglected and refused, and does still neglect and refuse, to wit, at Union County aforesaid, whereby the said bond became forfeited to the sd. Plff. for the use of any person or persons who might have sustained damages by reason of the non-performance of the conditions. And the sd. defts. then & there in consideration of the premises, became bound to pay the amount of sd. bond to the plff. according to the tenor & effect thereof - yet they have disregarded their said obligations, and have not paid the amount of sd. bond, nor any part thereof to the sd Plff. as by the conditions thereof

they were bound to do. To Plffs. damage the sum of $300.00, and therefore Plff. Sues, &c. Godman & Rowe, Attys. for Plff. And afterwards, to wit, on the 14th day of April, 1841, this cause was called and continued. And afterwards, to wit, on the 30th day of July, 1841, the defendants, by W. C. Lawrence, their Attorney, filed their plea, as follows, to wit: Jacob Reed and Samuel Sanders ads. Reece Darlington. Union Com. Pleas - in Debt. And the said defendants come and defend, &c. and say that they do not owe the said several sums of money above demanded, or any part thereof in manner and form as the said plaintiff hath com=plained against them - and of this they put themselves upon the country; and the said Plff. doth the like. By W. C. Lawrence, their Atty. The plain=tiff will take notice, that Defts. on the trial of the above cause, will insist and prove that the said John Scott, impleaded, &c. paid over to the plaintiff and his agent all and singular the monies which came to said Scotts hands on said judgments in the declaration mentioned, long before the commencement of this suit, and that the same are settled long since between the parties, so far as any thing was due plaintiff. By W. C. Lawrence, Atty. And afterwards, to wit, on the 3d day of November, 1841, this cause was called and continued. And afterwards, to wit, on the 26th day of April, 1842, this cause was called and con=tinued. And, afterwards, to wit, on the first day of September, 1843, came the parties by their Attorneys, and submitted this cause to the Court upon the issue joined between the parties, and thereupon, and upon hearing the testimony, the Court do find that the writing obligatory in the declaration mentioned is the proper deed of the defendants, and that the said John Scott, impleaded, &c. did not pay over to the plaintiff, or to said Rees Darlinton, or his or their agent, all and singular the monies which came to said Scotts hands on said judgments in the declaration mentioned, long before the commencement of this suit, &c. as in said defendants notice is set forth, &c. And the Court do further find, that the plaintiff, for, &c. hath sustained damages upon the breaches, &c. assigned in his declaration, to the sum of thirty nine dollars and forty six cents. It is therefore considered by the Court, that the plaintiff recover of the defendants, impleaded, &c. the sum of five hundred dollars, the debt in the declaration mentioned, together with the costs herein, taxed at

And the Court do order an execution to issue against the said defendants, impleaded, &c., for the use of Rees Darlinton, for the said sum of thirty nine dollars and forty six cents, ascertained by the Court, upon the submission aforesaid, to be sufficient to indemnify the said Rees Darlinton in the premises, together with said costs. Whereupon, notice of appeal was given by the said defendants.

Attest: John Cassil, Clerk.

Daniel Kent
ps.
Jacob Bowersmith & Olive Bowersmith his wife.

Pleas before his Honor, Joseph R. Swan, and Silas G. Strong, James R. Smith, and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in and for the County of Union and State of Ohio, on the 30th day of August, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 27th day of April, 842, 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 Jacob Bowersmith & Olive Bowersmith his wife, 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 Daniel Kent in a

plea of A[illegible]
Witness James [illegible]
day of April, [illegible]
promissory no[illegible]
to Daniel K[illegible]
the name of [illegible]
Apl. 27, 1842.
the plaintiff, [illegible]
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Attest

Robert W. M[illegible]
John C. Work[illegible]
William A. M[illegible]
vs.
George W. Co[illegible]
William Ross.

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Common Ple[illegible]
to answer unto
firm of M'Coy, [illegible]
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of said Court
Jas. A. Gill. C[illegible]
20, 1841, at 6 [illegible]
goods sold, wo[illegible]

plea of Assumpsit: Damages Two hundred dollars - and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court house aforesaid, this 27th day of April, A. D. 1842. James H. Gill, Clerk. Said writ was endorsed: Suit brot. on promissory note for $100.00, dated September 17, 1839, payable one day after date to Daniel Kent, Executor, by said Olive Bowersmith, while unmarried, under the name of Olive Kent. Otway Curry, Atty. for Plff. Returned, served by certified copy Apl. 27, 1842. W. P. Steele, Shff. And afterwards, to wit, on the 7th day of June, 1842, the plaintiff by his said attorney, filed the following declaration, to wit: Union County, ss. Court of Common Pleas, April Term, A. D. 1842. Daniel Kent complains of Jacob Bowersmith and Olive Bowersmith his wife, in a plea of Assumpsit, for that whereas the said Olive Bowersmith, while unmarried, under the name of Olive Kent, on the 17th day of September, 1839, at Union County, Ohio, made her promissory note in writing, and delivered the same to the said Daniel Kent, and thereby promised to pay to the said Daniel Kent or order One Hundred Dollars, one day after the date thereof, which period has now elapsed - and the said, Olive Bowersmith, while unmarried, under the name of Olive Kent, they and there, in consideration of the premises, promised to pay the amount of the said note to the said Daniel Kent, according to the tenor and effect thereof - yet the said Olive, while unmarried, and the said defendants since their intermarriage, have respectively disregarded said promise, and have not, nor have either of them, paid the said sum of money, nor any part thereof - to the damage of the said, Daniel Kent Two Hundred Dollars; and thereupon he brings his Suit &c. By Otway Curry, his Atty. And afterwards, to wit, on the same day and year first herein aforesaid, came the plaintiff by his attorney, and the said defendants, though solemnly called, came not, but made default. Thereupon, neither party requesting a jury, and the Court being fully advised in the premises, do consider that the plaintiff ought to recover his damages by reason of the premises, - and they do assess the damages of the said plaintiff to one hundred and seventeen dollars and ninety cents. Therefore it is considered by the Court that the said plaintiff recover of the said defendants the said Sum of one hundred and seventeen dollars and ninety cents, his damages aforesaid in form aforesaid assessed, together with his costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

Robert W. M'Coy, John C. Work, & William A. M'Coy
vs.
George W. Cherry & William Ross.

Pleas before his Honor Joseph R. Swan, and Silas G. Strong, James R. Smith and Christian Myers, 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 8th day of November, A. D. 1842. Be it remembered, that heretofore, to wit, on the 31st day of August, A. D. 1842, the plaintiffs sued out the following writ of Summons, to wit: State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to Summon Wm. Ross & George W. Cherry, late partners under the name of Ross & Cherry, 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 Robert W. M'Coy, John C. Work & Wm. A. M'Coy, late partners under firm of M'Coy, Work and M'Coy, in a plea of Assumpsit - Damages Fourteen hundred Dollars. And have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 31st day of August, A. D. 1842. Jas. H. Gill, Clerk. Said writ was endorsed: Suit brot. on a note dated Oct. 20, 1841, at 6 months, to plaintiff, for $700, with interest from date - also, for goods sold, work and labor, money lent, &c. G. Swan, Atty. for Plffs. Returned

endorsed: Aug. 31. 1842-Served personally on George Cherry; William Ross not found. N. Y. Steele, Sheff. And afterwards, to wit, on the first day of September, 1842, the plaintiffs, by their said Attorney, filed the following declaration, to wit: The State of Ohio, Union County, ss. Court of Common Pleas, Augt. Term, A. D. 1842. George W. Cherry (the Sheriff of said county having returned not found as to William Ross, which said Cherry & Ross were late partners under the name of Ross & Cherry, defendants in this suit) was summoned to answer unto Robert W. M'Coy, John C. Work and William A. M'Coy, late partners under the name of M'Coy, Work & M'Coy, plaintiffs in this suit, of a plea of Assumpsit, &c. For that whereas, the defendants, on the 20th day of October, in the year of our Lord one thousand eight hundred and forty one, at Marysville, in the County aforesaid, made their promissory note in writing, and then and there delivered the same to the plaintiffs, by the name of their firm aforesaid, and thereby then and there promised to pay unto the said plaintiffs, by the name aforesaid, or order, Seven hundred dollars, with interest, in six months after date thereof, which period has now elapsed; 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. Also, for that whereas, the said defendant Cherry, together with said Ross, afterwards, to wit, on the 20th day of October, in the year of our Lord one thousand eight hundred and forty one, at the County aforesaid, were indebted unto the plaintiffs in the further sum of fourteen 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; also in the further sum of fourteen hundred dollars, for so much money before that time, then and there had and received by the defendants for the use of the plaintiffs; also in the further sum of fourteen hundred dollars for the price and value of goods then and there by the plaintiffs sold and delivered to the defendants at their request; and so being indebted, they the defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, then and there undertook, and promised the plaintiffs to pay them the said several sums of money when thereunto after=wards they should be requested so to do. Yet the defendants, although often afterwards requested, have not paid said several sums of money to the plaintiffs, or any part thereof - but they to do so have altogether refused, and still do neglect and refuse, to the damage of the plaintiffs fourteen hundred dollars, and therefore they bring Suit, &c. By G. Swan, their Atty. And afterwards, to wit, on the 8th day of November, 1842, the defendants by Wm. C. Lawrence, their Atty. filed their plea, as follows, to wit: M'Coy, Work & M'Coy vs. William Ross. And the said defendants, by Lawrence, his Atty. comes & defends the wrong & injury, when, &c. and for plea say they did not assume or promise in manner and form as the plain=tiffs have above thereof complained against them - and of this put themselves upon the country, &c. By Wm. C. Lawrence, their Atty. And afterwards, to wit, on the day and year first aforesaid, came the plaintiffs, by G. Swan, their Attor=ney, and the said George W. Cherry having been three times called to come into Court and answer the plaintiffs action, came not, but made default; and neither party requesting a jury, the Court here find, the defendant did assume and promise in manner and form as the plaintiffs have declared against him - and thereupon also came the other above defendant William Ross, by W. C. Lawrence his Atty., and submit this cause to the Court upon the issue joined; and the Court find that said defendant did assume and promise in manner and form as the plaintiffs have also thereof declared against him - and the Court here do assess the

plaintiffs damages against said defendants, to Six hundred and eight dollars and eighty two cents. It is therefore considered by the Court, that the plaintiffs recover of said defendants the said Sum of Six hundred and eight dollars and eighty two cents, the damages aforesaid so as aforesaid by the Court assessed and found, together with their costs in this behalf expended, taxed to
Attest: John Casel, Clerk.

Robert W. M'Coy, John C. Work, & William A. M'Coy, vs. Mains Wason.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith, and Christian Myers, 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 Eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 31st day of August, A.D. 1842, the plaintiffs sued out the following writ of summons, to wit: State of Ohio, Union County, ss. To the Sheriff of said county, Greeting: We command you to 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 Robert W. M'Coy, John C. Work, and William A. M'Coy, partners under the name and firm of M'Coy, Work & M'Coy, in a plea of Assumpsit: Damages Fourteen Hundred Dollars. And have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 31st day of August, A.D. 1842. James H. Gill, Clerk. Said writ was endorsed: Suit brot on a note dated Oct. 20, 1841, at 6 months, to plaintiffs, for $700, with interest from date - also goods sold, work and labor, money lent, &c. G. Swan, Atty. for Plffs. Returned endorsed: Served by certified copy Aug. 31, 1842. N. W. Steele, Sheff. And afterwards, to wit, on the first day of September, 1842, the plaintiffs, by their said Attorney, filed the following Declaration, to wit: The State of Ohio, Union County, ss. Court of Common Pleas, Augt. Term, A.D. 1842. Mains Wason, defendant in this suit, was Summoned to answer unto Robert W. M'Coy, John C. Work & William A. M'Coy, late partners under the name of M'Coy, Work & M'Coy, plaintiffs in this suit, of a plea of Assumpsit, &c. For that whereas, the defendant, on the 20th day of October, in the year of our Lord one thousand eight hundred and forty-one, at Marysville in said county, made his promissory note in writing, and then and there delivered the same to the plaintiffs, by the name of M'Coy, Work & M'Coy, and thereby then and there promised to pay unto the said plaintiffs by the name aforesaid, or order, Seven hundred dollars, with interest, in Six months after date thereof; which period is now elapsed: 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. Also, for that whereas, the said defendant afterwards, to wit, on the 20th day of October, in the year of our Lord one thousand eight hundred and forty-one, at the County aforesaid, was indebted unto the plaintiffs in the further Sum of fourteen hundred dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for, the defendant at his request; also in the further sum of fourteen hundred dollars, for so much money before that time then and there had and received by the defendant for the use of the plaintiffs; also in the further sum of fourteen hundred dollars, for the price and value of goods then and there by the plaintiffs sold and delivered to the defendant at his request; 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 plaintiffs

to pay them 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 several sums of money to the plaintiffs, or any part thereof — but he to do so has altogether refused, and still does neglect and refuse, to the damage of the plaintiffs fourteen hundred dollars; and therefore they bring Suit, &c. By G. Swan, their Atty. And afterwards, to wit, on the day and year first herein aforesaid, came the plaintiffs, by G. Swan, their 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 requesting a jury, and W. C. Lawrence, Esq. appearing for defendant and assenting thereto, the Court find that said defendant did assume and promise in manner and form as the plaintiffs in their declaration have declared against him, and assess the plaintiffs' damages by reason of the non-performance thereof, to six hundred and eight dollars and eighty two cents. It is therefore consid=ered by the Court, that the plaintiffs recover of the defendant the said Sum of Six hundred and eight dollars and eighty two cents the damages aforesaid so as aforesaid by the Court assessed, together with their costs in this behalf ex=pended, taxed to It is further ordered by the Court, on motion of the defendant, that execution shall be stayed until the first day of next term.

Attest: John Cassil, Clerk.

Cyrus Fay,
Lincoln Kilbourn &
Lincoln Goodal, late
partners, &c.
vs.
George Snodgrass &
Daniel Fox.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two.— Be it remembered, that heretofore, to wit, on the day and year aforesaid, came the plaintiffs by G. Swan, their counsel, and filed the following declaration, to wit: The State of Ohio, Union County, ss. Common Pleas, of the Term of November, 1842. Cyrus Fay, Lincoln Kilbourn, & Lin=coln Goodal, late partners, &c., plaintiffs in this suit, complain of George Snodgrass & Daniel Fox, Defendants in this suit, of a plea of Assumpsit, &c. For that, whereas, the said defendants, on the 8th day of November, A. D. 1842, 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 plain=tiffs 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, 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 S. Brush, their Attorney, and filed the following plea, to wit: The State of Ohio, Union County, ss.

November Term, 1842. And now S. Brush, one of the Attorneys of this Court, appears in open Court in behalf of the said George Snodgrass and Daniel 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 Cyrus, Jay, Lincoln Kilbourn & Lincoln Goodal, 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 five Hundred and eighty four dollars and thirty seven cents—and he hereby releases all errors, and right and benefit of appeal, on behalf of said defendants. S. Brush, Attorney for Defendants. It is therefore considered by the Court that the plaintiffs recover of the defendants said Sum of Five Hundred and Eighty Four Dollars and Thirty Seven Cents, the Damages aforesaid so as aforesaid confessed, together with their costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

William M'Elvain
vs.
N. B. Kelly.

Pleas before his Honor Joseph R. Swan, President, and Silas L. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the day and year aforesaid, came the plaintiff by G. Swan, his Attorney, and filed the following declaration, to wit: The State of Ohio, Union County, ss. In the Common Pleas, of the Term of November, 1842. William M'Elvain, plaintiff in this suit, complains of N. B. Kelly, defendant in this suit, of a plea of Assumpsit, &c., for that whereas the defendant, on the 11th day of October, A. D. 1842, at the County aforesaid, was indebted to the plaintiff in the sum of Seven Hundred Dollars for money lent by the plaintiff 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 plaintiff, or any part thereof—to the damage of the plaintiff Seven Hundred dollars: and therefore he brings Suit, by G. Swan, his Attorney. And afterwards, to wit, on the day and year aforesaid, came the defendant, by S. Brush, his Attorney, and filed the following plea, to wit: The State of Ohio, Union County, ss. November Term, 1842. And now S. Brush, one of the Attorneys of this Court, appears in open court in behalf of the said Nath. B. Kelly, defendant, and by virtue of a warrant of Attorney for that purpose, waives the issuing and service of process, and acknowledges that the said defendant did assume and promise in manner and form as the said William M'Elvain, plaintiff, has above thereof declared against him, and confesses that the said plaintiff has sustained damages by reason of the non-performance of the promise and assumption aforesaid, to three hundred and seventy nine dollars and fifteen cents; and he hereby releases all errors, and right and benefit of appeal on behalf of said defendant. S. Brush, Attorney for Defendant. It is therefore considered by the Court that the plaintiff recover of the defendant said sum of three hundred and seventy nine dollars and fifteen cents, the damages aforesaid so as aforesaid confessed, together with his costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

Charles B. Ball
vs.
Ebenezer B. Ball et al.

Pleas before his Honor Joseph R. Swan, President, and Silas L. Strong, James R. Smith, and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, That hereto=fore, to wit, on the 27th day of April, 1842, the petitioner Charles B. Ball, by J. L. Taylor his Attorney, filed his petition in Chancery, which 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 Charles B. Ball, of Loudon County in the State of Virginia, represents, that he has a legal title to, and is seized in fee simple of one undivided fifteenth part of the following Real Estate, situate in the County of Union in the State of Ohio, and described as follows, and being the same land granted by Patent from the United States of America, to the heirs and legal rep=resentatives of the late Col. Burgess Ball, deceased, viz.: a certain tract of land, containing Six hundred and forty eight acres, situate between the Little Miami and Scioto Rivers, North west of the River Ohio, as by Survey bearing date 16th day of June, 1834, and bounded and described as follows, to wit: Survey No. 6680 of 648 acres of land on part of a military warrant No. 4798, issued for that quantity in favor of the Representatives of said Burgess Ball, dec'd., on the waters of Mill and Buck's creeks: beginning at an ash, red oak and elm, Southwesterly corner to Barley and Merrymans Survey No. 3239; thence South 83° East 400 poles to two Sugar trees and a hickory, Southeasterly corner to their Survey; thence S. 7° W. 259⅕ poles to a beech and Sugar tree, in the line of Robert Means' Survey No. 4387; thence N. 83° West 400 poles to a hickory and Sugar tree in the line of David Duncan's Survey No. 3443; thence N. 7° E. 259⅕ poles to the beginning, with the ap=purtenances - the said patent bearing date 15th October, 1840. Your petitioner further represents that Ebenezer B. Ball, of St. Clair County in the State of Missouri; Isabella G. Ball, of Loudon county, in the State of Virginia; Mrs. Jonathan D. Gibson, wife of Jonathan Gibson, of Culpepper county, in the State of Virginia; Frances H. M'Learer, wife of James M'Learer, of Fauquier County in the State of Virginia; Mrs. Mildred S. Thompson, of Fauquier county, in the State of Virginia; and George H. Ball, a minor of Fairfax county in the State of Virginia; are tenants in common with your petitioner in the said premises, and are the heirs and legal representatives of said Burgess Ball, dec'd. Your petitioner further states, that he, and his brother Ebenezer B. Ball, and Isabella G. Ball (being the children and heirs of Doctor Charles B. Ball, late of Loudon county, Virginia, deceased) are entitled to one undivided fifteenth part, each, of said land, being the one fifth part to which their father was entitled: That the said Mrs. Jonathan D. Gibson, who was one of the daughters of the late Burgess Ball, dec'd, is entitled to one equal undivided fifth part of said land: That Frances H. M'Learer, wife of James M'Learer, late Frances H. Ball, and another daughter of said Burgess Ball, is entitled to one fifth part of said land: That said Mildred S. Thompson, another daughter of said Burgess Ball, dec'd., is entitled to an equal undivided fifth part of said land: and that George H. Ball, the minor aforesaid, is entitled to one equal undivided fifth part of said land. Your

petitioner therefore prays that partition of said land 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 I. F. Taylor, his Atty. And afterwards, to wit, on the 30th day of August, 1842, this cause came on to be heard upon the Bill, &c., and the petitioner having produced proof of publication of notice, on motion of Mr. Taylor, counsel for petitioner, it is ordered, that by the oaths of A. F. Wilkins, Smith Brown and Ransom Clements, one fif=teenth part of the lands in said petition mentioned, be assigned and set off to the petitioner Charles B. Ball; one fifteenth part to Ebenezer B. Ball; one fifteenth part to Isabella G. Ball; one undivided fifth to Jonathan D. Gibson and his wife Mrs. Jonathan D. Gibson; one fifth part to James M'Leaver and Frances W. M'Ledrer; one fifth part to Mildred S. Thompson; and to George W. Ball one fifth part; and it was ordered that a writ of partition issue to the Sheriff of this County accordingly, and returnable at next term, to which this cause was continued. which said writ reads in the words and figures following, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you, that without delay, by the oaths of A. F. Wilkins, Smith Brown and Ransom Clements, you cause to be set off, and assigned to, Charles B. Ball, Ebenezer B. Ball, and Isabella G. Ball, each, one undivided fifteenth part of the following described real estate: and to Mrs. Jonathan D. Gibson, Frances W. M'=Leaver, Mildred S. Thompson, and George W. Ball, one undivided fifth part of said real estate, to wit: Being the same land granted by patent from the United States of America to the heirs and legal representatives of the late Col. Burgess Ball, de=ceased, viz.: a certain tract of land containing six hundred and forty eight acres, situate between the Little Miami and Scioto Rivers north west of the river Ohio, as by survey bearing date 16th day of June, 1834, and bounded and described as follows, to wit: Survey No. 6680 of 648 acres of land on part of a military war=rant No. 4798, issued for that quantity in favor of the representatives of said Burgess Ball, dec'd., on the waters of Mill and Bokes creeks beginning at an ash, red oak and elm, South westerly corner to Bayley and Merryman's Survey No. 3239; thence South 83° East 400 poles to two sugar trees and a hickory Southeasterly corner to their survey; thence South 7° west 259⅓ poles to a beech and sugar tree in the line of Robert Means' Survey No. 4387; thence North 83° west 400 poles to a hickory and sugar tree in the line of David Duncan's Survey No. 3443; thence north 7° E. 259⅓ poles to the beginning with the appurtenances; and that your proceedings in the premises you distinctly certify, under your hand, to our Court of Common Pleas, within and for the said County of Union, together with this writ. Witness John Cassil, Clerk pro tem. of said Court, this 27th day of October A. D. 1842. John Cassil, Clerk pro tem. And afterwards, to wit, on the day and year first herein aforesaid, the Commissioners hereinbefore appointed, made their return, which reads in the words and figures following, to wit: Charles B. Ball vs. Ebenezer B. Ball et al. Partition—Com. Pleas, Union County. We, the Commissioners appointed in this cause to assign to Charles B. Ball, Ebenezer B. Ball & Isabella B. Ball, one undivided fifteenth part of the following described real estate, and to Mrs. Jonathan D. Gibson, Frances W. M'Leaver, Mildred S. Thomp=son and George W. Ball, one undivided fifth of said real Estate, to wit: Being the same lands granted by patent from the United States, to the heirs & legal representatives of the late Col. Burgess Ball, deceased, viz.: a certain tract containing 648 acres, Survey No. 6680, bounded as follows: 648 acres of land on part of a mil=itary Warrant No. 4798, issued for that quantity in favor of said Ball: beginning at an ash, red oak and elm, southwesterly corner to Bayley & Merryman's Survey No. 3239; thence S. 83 E. 400 poles to 2 Sugar trees and a hickory Southeasterly

Descriptions

corner to their Survey; thence S. 7° W. 259/5 poles to a beech and Sugar tree in the line of Robert Means' Survey No. 4387; thence N. 83 W. 400 poles to a hickory and Sugar tree in the line of David Duncan's Survey No. 3443; thence N. 7 E. 259/5 poles to the beginning – and having been duly Sworn, upon actual view of the premises, do assign to the said Mrs. Jonathan D. Gibson in Severalty, Lot No. 1, containing 138 acres 107/10 poles, it being the one fifth part of Burgess Balls Survey No. 6680, beginning at a red oak in the N. W. corner of said Survey, and S. W. corner of Bayley and Merryman's Survey No. 3239; thence with Bayley and Merryman's line S. 83° 25 E. 171 1/10 poles to Sugar, beech and dogwood, in the line of Bayley and Merryman; thence S. 7 W. 129 6 poles to a beech and Sugar; thence N. 83° 25' W. 171 1/10 poles to a stake in the line of David Duncan's Survey No. 3443; then with said line N. 7 E. 129, 6 poles to the beginning. And to, Frances W. M'Learer, lot No. 2, containing 138 acres 107, 4 poles, it being the one fifth part of Burgess Balls Survey No. 6680, beginning at a Sugar, beech and dogwood, in the line of Bayley and Merryman's Survey No. 3239, and N. E. corner to lot No. 1 of the division of Burgess Balls Survey, running S. 83° 25' E. 171. 2 poles to a Sugar, beech and ironwood in the line of Bayley and Merryman's Survey No. 3239; then S. 7° W. 129, 6 poles to a beech and ironwood; then N. 83° 25' W. 171. 2 poles to a Sugar and beech; then N. 7° E. 129, 6 poles to the beginning. And to Mildred J. Thompson lot No. 3, containing 138 acres and 107, 4 poles, it being the one fifth part of Burgess Balls Survey No. 6680 beginning at a stake in the line of David Duncan's Survey No. 3443, the N. W. corner of lot No. 1 running S. 83° 25' E. 171, 2 poles, to a Sugar and a beech S. E. corner to lot No. 1, and S. W. corner to lot No. 2; then S. 7° W. 129 6 poles to a beech, ash and dogwood, in the South line of Burgess Balls Survey; thence N. 83° 25' W. 171, 2 poles to a Sugar and 2 lynns in the line of David Duncans survey No. 3443; then with said Duncans line N. 7° E. 129 6 poles to the beginning. And George W. Ball, lot No. 4, containing 138 acres and 107, 4 poles, it being the one fifth part of Burgess, Balls Survey No. 6680, beginning at 2 beeches and ironwood in the S. line of said Survey; then N. 83° 25' W. 171. 2 poles to a beech, ash and dogwood in the South line of said Survey; then N. 7° E. 129, 6 poles to a Sugar and beech the N. E. corner to lot No. 3, and S. E. corner to lot No. 1; then S. 83° 25 E. 171, 2 poles to beech and ironwood S. E. corner to lot No. 2; then S. 7° W. to the beginning. And to Charles B. Ball lot No. 5, containing 46 acres and 35 rods, it being one fifteenth part of Burgess Balls Survey No. 6680, beginning at 2 Sugars and a hickory the N. E. corner to said Survey, and S. E. corner to Bayley and Merryman's Survey No. 3239, running S. 7° W. 86, 4 poles to a stake in the line of Robert Means' Survey No. 4387; then N. 83° 25 W. 85, 6 poles to a hickory in the line of lot No. 2; then N. 7° E. 86, 4 poles to a Sugar, ironwood and beech in the S. line of Bayley and Merryman's Survey No. 3239; then with said line S. 83° 25' E. to the beginning. And to Ebenezer B. Ball lot No. 6, containing 46 acres and 35 poles, it being one fifteenth of Burgess Balls Survey No. 6680, beginning at a beech and dogwood in the east line of said Survey running N. 83° 25 W. 85, 6 poles to 2 ashes and a beech in the east line of lot No. 4; then N. 7° E. 86, 4 poles to a hickory S. W. corner to lot No. 5; then S. 83° 25' E. 85, 6 poles to a stake in the line of Robert Means' Survey No. 4387; then S. 7° W. 86, 4 poles to the beginning. And to Isabella B. Ball, lot No. 7, containing 46 acres and 35 poles, it being one fifteenth part of Burgess Balls Survey No. 6680, beginning at a beech and dogwood in

the east line of said Survey, running S. 7° W. 86, 4 poles to two beeches in the line of Robert Means' Survey No. 4387; then N. 83° 25' W. 85, 6 poles to two beeches and ironwood in the S. E. corner to lot No. 4; then N. 7° E. 86, 4 poles to two white ashes and a beech, the S. W. corner to lot No. 6; then S. 83° 25' E. 85, 6 poles to the beginning. November 5th, 1842. Smith Brown, Ransom Clements, A. F. Wilkins, Commissioners. State of Ohio, Union County, ss. Personally appeared the above Commissioners before me, on the 4th day of Nov. A.D. 1842, and made oath, agreeable to the Statute in such cases made and provided. Given under my hand. W. W. Steele, Sheriff. And afterwards, to wit, on the day and year first herein aforesaid, the Commissioners appointed herein having made their return, and the proceedings having been inspected by the Court here, and found in all respects correct, it is ordered that the same be confirmed, and that each of said persons severally in conformity thereto, that is; Lot No. 1. Containing 138 acres, 107 4/10 poles, it being the one fifth part of Burgess Balls Survey No. 6680, beginning at a red oak to the N. W. corner of said Survey, and S. W. corner of Baxley and Merryman's Survey No. 3239; thence with Baxley and Merryman's line S. 83° 25 E. 171 7/10 poles to a sugar, beech and dogwood in the line of Baxley and Merrymans Survey; thence S. 7 W. 129 6/10 poles to a beech and sugar; thence N. 83° 25' W. 171½ poles to a stake in the line of David Duncan's Survey No. 3443; thence with said line N. 7 E. 129 6/10 poles to the beginning; to Jonathan D. Gibson. And to Frances W. McLearen Lot No. 2, containing 138 acres 107 4/10 poles, it being the one fifth part of Burgess Balls Survey No. 6680, beginning at a sugar, beech and dogwood in the line of Baxley and Merrymans Survey No. 3239, and N. E. corner to lot No. 1, of the division of Burgess Balls Survey, running S. 83° 25' E. 171.2 poles to a sugar, beech, and ironwood in the line of Baxley and Merrymans Survey No. 3239; thence S. 7° W. 129 6/10 poles to a beech and ironwood; thence N. 83° 25' W. 171½ poles to a sugar and beech; thence N. 7° E. 129 6/10 poles to the beginning. And to Mildred S. Thompson Lot No. 3, containing 138 acres and 107 4/10 poles, it being the one fifth part of Burgess Balls Survey No. 6680, beginning at a stake in the line of David Duncans Survey No. 3443, the S. W. corner of Lot No. 1, running S. 83° 25' E. 171½ poles to a sugar and beech S. E. to Lot No. 1, and S. W. corner to Lot No. 2; thence S. 7° W. 129 6/10 poles to a beech, ash, and dogwood, in the South line of Burgess Balls Survey; thence N. 83° 25' W. 171½ poles to a sugar and two lynns in the line of David Duncans Survey No. 3443; thence with said Duncan's line N. 7° E. 129 6/10 poles to the beginning. And to George W. Ball Lot No. 4, containing 138 acres and 107 4/10 poles, it being one fifth of Burgess Balls Survey (South) No. 6680, beginning at two beeches and ironwood in the south line of said Survey; thence N. 83° 25 E. 171½ poles to a beech, ash and dogwood in the south line of said Survey; thence N. 7 E. 129 6/10 poles to a sugar and beech the N. E. corner to Lot No. 3, and S. E. corner to Lot No. 1; thence S. 83° 25 E. 171½ poles to a beech and ironwood S. E. corner to Lot No. 2; thence S. 7° W. to the beginning. — And to Charles B. Ball Lot No. 5, containing 46 acres and 35 rods, it being one fifteenth part of Burgess Balls Survey No. 6680, beginning at two sugars and a hickory the N. E. corner to said Survey, and S. E. corner to Bayley and Merryman's Survey No. 3239, running S. 7° W. 86 4/10 poles to a stake in the line of Robert Means' Survey No. 4387; thence N. 83° 25 W. 85 6/10 poles to a hickory in the line of Lot No. 2; thence N. 7° E. 86 4/10 poles to a sugar, ironwood and beech in the S. line of Bayley and Merryman's Survey No. 3239; thence

with said line of Bayley & Merryman S. 83° 25 E. to the beginning.— And to Ebenezer B. Ball Lot No. 6, containing 46 acres and 33 poles, it being one fifteenth of Burgess Balls Survey No. 6680, beginning at a beech and dogwood in the east line of said Survey running N. 83° 25' W. 85.6 poles to 2 ashes and a beech in the east line of lot No. 4; thence N. 7 E. 86,4 poles to a hickory S. W. corner to lot No. 5; thence S. 83° 25' E. 85.6 poles to a stake in the line of Robert Means Survey No. 4387; thence S. 7° W. 86,4 poles to the beginning. And to Isabella B. Ball lot No. 7, containing 46 acres and 35 poles, it being one fifteenth part of Burgess Balls Survey No. 6680, beginning at a beech and dogwood in the east line of said Survey, running N. 7° W. 86.4 poles to two beeches in the line of Robert Means Survey No. 4387; thence N. 83° 25' W. 85.6 poles to two beeches and ironwood the S. E. corner to Lot No. 4; thence N. 7° E. 86.4 poles to two white ashes and a beech the S. W. corner to Lot No. 6; thence S. 83° 25' E. 85.6 poles to the beginning. And it was further ordered and adjudged by the Court, that the Costs herein taxed to be paid by the parties in the following proportions, to wit: By Charles B. Ball, one fifteenth; Ebenezer B. Ball one fifteenth; Isabella B. Ball one fifteenth; by Mrs. Jonathan D. Gibson, Frances W. McLeaver, Mil=dred T. Thompson and George W. Ball, each one fifth — and that Gustavus Swan and T. L. Taylor receive thirty dollars as fees in this cause, and that Execution issue for said costs and fees as upon judg=ments at law.

Attest: John Cassil, Clerk.

Isaac A. Morse
vs.
William W. Alexander.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty five. Be it remembered, that heretofore, to wit, on the 18th day of April 1842, the plaintiff filed the following Transcript from the docket of James Turner, to wit: State of Ohio, Union County. Isaac A. Morse vs. William W. Alexander.— Damages. February 26th, 1842. Summons issued for the appearance of the defendant on the 3d day of March, 1842, at 10 o'clock, A. M., and put the same into the hands of John D. Irwin, Constable, which was returned by John Hurley, const. endorsed, Served by reading, fee $0.25. Subpoenas issued by order of the plaintiff for Jacob Parthimore, Thomas Sprague, Samuel Wells and Robert Gibson, which was returned by John Hurley, const. endorsed, Served by reading on three, and on Wells, by copy. Fee $1.12½. — Subpoenas issued by order of the defendant for Andrew Irvine and Jeremiah Burrows, and handed to defendant. Subpoenas issued by order of the defy. for John Rudisill, which was returned by John D. Irwin, Const. endorsed, Served by reading — fee $0.15. March 3 1842, 10 o'clock, A. M.— The parties appeared — plaintiff filed his bill of particulars; subpoena issued for William Gibson, which was returned by John Hurley, const. endorsed,

Justices' Cost:

Summons	0.12½
Satisfaction	0.10
Subpoenas	0.49
Swearing wits.	0.36
Judg.	0.25
Bail,	0.25
This Transcript,	0.31¼
	$1.88¾

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on the part of
James W. Evans
the defendant.
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against William
said Isaac Mo
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Segved by reading; fee $0.10. Witnesses present. Trial had-Jacob Parthimore, Thomas Sprague, Robert Gibson, William Gibson and Samuel Wells, sworn and examined on the part of the plaintiff. Andrew Amrine, Jeremiah Burrows, John Riddell, James W. Evans & James S. Alexander, was sworn and examined on the part of the defendant. After hearing the evidence, it is considered by me that the defendant Mr. Alexander go this way, and recover of Isaac A. Morse, the plaintiff, a judgment for the costs of this suit. In the action of Isaac A. Morse against William W. Alexander, I, Joseph Morse, do acknowledge myself bail for said Isaac Morse for an appeal, in the sum of Fifty Dollars, to be levied of my goods and chattels, lands and tenements, if in case the said Isaac A. Morse, the appellant, fail to pay the above costs, and costs that may accrue in the Court of Common Pleas. Joseph Morse. Taken, Signed and acknowledged before me, this 3d day of March, 1842. James Turner, J.P. I certify the above to be a correct copy from my Docket. April 15th, A.D. 1842. James Turner, J.P. And afterwards, to wit, on the 30th day of August, 1842, this cause was continued. And afterwards, to wit, on the day and year first herein aforesaid, it was ordered by the Court, that this cause be discontinued, and that judgment be entered against the plaintiff for costs herein, taxed to

Attest: John Cassil, Clerk.

Mains Wason
vs.
James E. Harriott.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 18th day of April, 1842, the plaintiff filed the following Transcript from the docket of James Turner, to wit: State of Ohio, Union County. Mains Wason vs. James E. Harriott. Suit brought on account, per bill filed - Amt. $5.00. March 8th, 1842. Summons issued for defendant, returnable on the 4th day of March, A.D. 1842, at 10 o'clock, A.M., which was returned by John Hurley, Const. endorsed, Served by reading-fee 0.15. Subpoenas issued for Cyprian Lee, Robert M'Ilvain & Samuel B. Johnson, which was returned by John Hurley, Const., endorsed, Served by reading-fee 0.38. March 14, 1842. Parties & witnesses appeared - Subpoena issued for A. S. Johnson, which was returned by John C. Irwin, Const. endorsed, Served by reading - fee 0.13. Trial had - Robert M'Ilvain, C. Lee sworn and examined on the part of the plaintiff; S. B. Johnson & A. S. Johnson sworn and examined on the part of the defendant. After hearing the evidence, it is considered by me that the plaintiff recover of the defendant a judgment for the sum of Five Dollars and costs of suit. In the action of Mains Wason against James E. Harriott, I, Wm. H. Frank, do acknowledge myself bail the defendant for an appeal, in the sum of Fifty Dollars, to be levied of my goods and chattels, lands and tenements, if in case the said James E. Harriott fail to pay the judgment and costs, and costs that may accrue in the Court of Common Pleas. Wm. H. Frank. Taken, Signed and acknowledged before me this 23d day of March, 1842. James Turner, J.P. I certify the within to be a correct copy from my docket.

Justices' cost.

Summons	12½
Satisfaction	10
Subpoenas	33
Swearing wit.	16
Judg.	25
Bail	25
This transcript,	31¼
	$1.52¾

April 15, 1842. James Turner, J. P. And afterwards, to wit, on the 4th day of June, 1842, the plaintiff, by his counsel Wm. C. Lawrence, filed the following declaration, to wit: The State of Ohio, Union County, ss. Union County Court of Common Pleas, April term, 1842. Mains Mason complains of James E. Harriott in a plea of Assumpsit, for that whereas, the said James E. Harriott heretofore, to wit, on the thirtieth day of October, 1838. at the County of Union aforesaid, was indebted to the said Mains Mason in the sum of five Dollars, for the work and labor, care and diligence of the said Mains Mason before that time done, performed and bestowed by him the said Mains Mason and his servants, and with his horses, oxen and mules, carts, waggons, buggies, barouches, gigs and carriages, in and about the carrying and conveying of himself the said James E. Harriott, and divers goods, wares and merchandize, and delivering the same for the said James E. Harriott, and at his special instance and request; and being so in=debted, he, the said James E. Harriott, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county of Union aforesaid, undertook, and then and there faithfully promised the said Mains Mason, to pay him the said sum of money when he the said James E. Harriott should be thereunto afterwards requested. And whereas, also, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration that the said Mains Mason, at the like special instance and request of the said James E. Harriott, had before that time carried and conveyed him the said James E. Harriott, and divers other goods, chattels, wares and merchandize, in certain other wagons, carts and carriages for the said James E. Harriott, he the said James E. Harriott undertook, and then and there faithfully promised the said Mains Mason to pay him so much money as he therefore reasonably deserved to have of the said James E. Harriott when he the said James E. Harriott should be thereunto afterwards requested. And the said Mains Mason avers that he therefore reasonably deserved to have of the said James E. Harriott the further sum of five dollars, of like lawful money, to wit, at the county afore=said, whereof the said James E. Harriott, afterwards, to wit, on the day and year last aforesaid, there had notice. Nevertheless, the said James E. Harriott, not regarding his said promises and undertakings but contriving and fraudu=lently intending craftily and subtly to deceive and defraud the said Mains Mason in this behalf, hath not paid the several sums of money, or any or either of them, or any part thereof, to the said Mains Mason, although often requested so to do. But the said James E. Harriott, to pay him the same, hath hitherto wholly neglected and refused, and still doth neglect and refuse, to the damage of the said Mains Mason five Dollars, and therefore he brings his suit, &c. By Wm. C. Lawrence, his Atty. — And afterwards, to wit, on the day and year first herein aforesaid, came the said plaintiff by his said counsel, as well as the said defendant, which said plaintiff and defendant then and there filed the following paper, to wit: In Union Common Pleas. Mains Mason vs. James E. Harriott. This cause is settled at the costs of James E. Harriott. Nov. 8, 1842. Mains Mason, James E. Harriott, by A. Hall, his Atty. And afterwards, to wit, on the day and year last aforesaid, it is ordered by the Court, that this cause be discon=tinued, and that judgment be rendered against the defendant James E. Harriott for the costs herein taxed to

Attest: John Cassil, Clerk.

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Zebedee Baker
vs.
Thomas Herd &
Joshua Judy.

Pleas before his Honor Joseph R. Swan, President, and Silas L. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered that heretofore, to wit, on the 14th day of April, A. D. 1841, the plaintiff by James, H. Crawford his Attorney, filed his Bill in Chancery against the said defendants, whereupon, on the same day, the following subpoena issued, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you that you summon Thomas Herd & Joshua Judy to appear before our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, forthwith, to answer the matters and charges contained in a Bill in Chancery exhibited against them by Zebedee Baker — 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 said Court, at the Court House in Marysville, this 14th day of April, A. D. 1841. Jas. H. Gill, Clerk. And afterwards, to wit, on the 4th day of November, 1841, on motion to the Court by plaintiffs Counsel the plaintiff has leave to augment his bill upon payment of costs, and this cause was continued — which said amended Bill was filed on the day and year last aforesaid, and reads in the words and figures following, to wit; Union Court of Common Pleas, April term, 1841. To the honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, in Chancery sitting — Your orator Zebedee Baker of the said county of Union and State of Ohio, represents that, on the 18th day of August, A. D. 1840, your orator entered into an article of agreement with Thomas Herd and Joshua Judy, of the County and State aforesaid (and whom your orator prays may be made defendants to this Bill) which article is herewith filed, and made a part of this Bill, and marked B, and here shown to the Court, that by said article your orator became bound to convey, or cause to be conveyed, to said Thomas Herd and Joshua Judy, in fee simple, a certain tract of land containing about twenty acres, a description of which land is herewith filed, and made a part of this Bill, and marked A, of which land your orator had only the equitable title at the time of entering into said article, not having received the deed of James M'Elroy and Cassander his wife, of whom he had previously purchased said land, and who, by article, were bound to make a deed for said land to your orator upon certain payments specified in said article being made by your orator, which said payments were duly made by your orator to the said James and Cassander M'Elroy — and that your orator caused the said James M'Elroy and Cassander his wife to make and deliver said deed to said defendants, which deed was accordingly made to Thomas Herd, one of the said defts. which deed bears date the 10th day of Augt. A. D. 1840, and recorded in the Recorder's office of said County, in Book No. 7 and page 650, reference being thereunto had for greater certainty, and here shown to the Court, which land in said deed is described as follows, to wit: situate between the Little Miami and Scioto Rivers, in the County of Union and State of Ohio, being part of a military survey No. 12400, 12403, 12393, 12413, originally for 1825 acres, in the name of Andrew Rogers and others, patented to James Galloway, Jr. on the

tenth day of July, 1831, on the waters of Mill Creek, bounded and described as follows, to wit: Being part of a lot sold to the said James M'Elroy by James Galloway, jr., beginning at a large white oak, large red oak, and small sugar tree, south corner of said lot; thence with the east line north 38 degrees West 52 poles to stake; thence South 52 degrees west 61 1/10 poles to a stake — thence South 38° East 52 poles to a stake in the south line of said lot; thence with said line north 52° East 61 1/10 poles to the beginning, containing 20 acres, more or less. And your orator further represents and says, that he has received no consideration or compensation whatever for said land; but that said article was entered into between your orator and said Thomas Herd and Joshua Judy, upon a certain wager, or bet at hazard, upon a certain contingency, as will more fully appear by reference to said article herewith filed as aforesaid, to wit; that if Martin Van Buren is re-elected President of the United States, the said Thomas Herd and Joshua Judy bind themselves, their heirs and assigns, to pay unto your orator two hundred dollars for said land; but in case Martin Van Buren was not reelected President of the United States, then they, said Thomas Herd and Joshua Judy, were to pay nothing to your orator for said land: which said contract, so made and entered into between your orator and the said Thomas Herd and Joshua Judy, is totally void and of no effect in law and equity, and contrary to the statute in such case made and provided — and the said deed, so made and delivered by said James M'Elroy and Cassander his wife to the Thomas Herd, one the said defendants, is entirely void, being so made upon the aforesaid contingency, bet, or wager, so as aforesaid, and without any consideration — and as the said Martin Van Buren, Esq., was not re-elected President of the United States so as aforesaid, your orator has never received any consideration or compensation for said land, — all of which doth more fully appear by said article herewith filed as aforesaid. Your orator, therefore, prays that the writ of subpoena may issue against the said Thomas Herd and Joshua Judy, and that they be compelled to answer upon their corporal oaths, severally, all and singular the premises, and particularly what consideration, if any, they paid for said land — and if they paid any consideration, whether it in money or property, or both, and who they paid it to, and whether said deed was not made by said James M'Elroy and Cassander his wife, to said Thomas Herd, in consideration of said bet, hazard, and wager, so made and entered into in the said article of agreement so entered into and herewith filed as aforesaid; and that they be compelled to answer all and singular the premises as fully and completely as if they were peremto specifically interrogated — and that the said Thomas Herd may be decreed to convey the aforesaid land to your orator; or in case the said Thomas Herd shall have parted with the said land, that the said defendants be decreed to pay unto your orator the said sum of two hundred dollars, or the full value of said land — and that your orator have such other and further relief in the premises, as equity and good conscience may require; and your petitioner will ever pray, &c. Jas. R. Crawford, Solicitor for complainant. And afterwards, to wit, on the 25th day of April, 1842, the defendant Thomas Herd, by Jno. C. Lawrence, his Solicitor, filed his Demurrer to said Bill, as follows: Thomas Herd ads. Z. Baker. In Chancery — Demurrer. And the said Thomas Herd comes and demurs to the said bill of the said bill of the said Jebedee, and for cause of demurrer, shows that the said compt., by his said bill, has not

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made such a case as entitles him to any relief against the said defendant; wherefore and for other good causes, this deft. demurs to said Bill, and prays the judgment of the Court whether he shall be compelled to answer further to said Bill; and that he may be dismissed with his costs. By Wm. C. Lawrence, his Sol. And afterwards, to wit, on the 28th day of April, 1842, the Court grant leave to the defendant to withdraw his said demurrer, and file his answer herein, and this cause was continued. And afterwards, to wit, on the 22d day of July, 1842, the said defendant, by his said Attorney, filed the following answer, to wit: The separate answer of Thomas Herd, one of the defendants to the Bill of Zebedee Baker, filed against him, and another: This defendant now comes, and for answer to said Bill, or so much thereof as he is advised is material for him to answer, says, that at the earnest request, urging and daring of Compt., this defendant entered into the agreement filed by Compt. in this case—that the consideration for said agreement was the land specified in the said bill, which was estimated by the parties at $100, as its true value. This defendant denies all knowledge of Compt. ever having any agreement in writing for, or possession of, said land prior to the execution of the deed; but believes he had none whatever. But be that as it may, this defendant positively denies all recollection of Compt. ever requesting this deft. to rescind said contract in person, but expressly charges, that on or about the first of April, 1842, said Baker employed said M'Elroy to come to, and compromise the matter with, this defendant, which he did soon after, and long before the commencement of this suit—that by the compromise made with this defendant, he realized no advantage, nor received one cent's worth, in consideration of said deed to himself of the land, but arranged the whole matter as follows, as near as this defendant now recollects: The whole contract, as made and complained of, was rescinded, a new contract made, whereby this deft. purchased ten acres of said land, for which he paid, at the time of the compromise, one roan horse, valued at fifty dollars, one note of hand on M. Darrow for six dollars $\frac{46}{100}$, and agreed to pay the balance of the sum of $75, in good trade, at trade price, which was esteemed as good as fifty dollars in cash down for the ten acres, the most of which has been paid in wheat, and the balance never demanded, but ready on demand. This agreement was made with this defendant by compts agent and Brother Tuton, after he had agreed to receive of M'Elroy a deed for twenty acres of other land. There is no fraud charged in the bill, and none to deny, and this defendant denies all desire or intention of injuring said Baker, but hopes that the arrangement will be sustained by the Court; and having thus fully answered, he prays to be dismissed with his costs in this behalf most unjustly taxed against him—and as in duty bound he will ever pray, &c. By Wm. C. Lawrence, his Sol. State of Ohio, Union County, ss. Personally appeared before me Thomas Herd, who, being duly sworn according to law, says, that the matters and things set forth in the foregoing answer, so far as stated of his own knowledge, are true in substance and in fact; and so far as stated from information of others, he believes to be true. Thomas Herd. Sworn to and subscribed this 20th day of July, 1842. James Turner, J. P. And afterwards, to wit, on the 30th day of August, 1842, this cause was continued. And afterwards, to wit, on the day and year first herein aforesaid, this cause was settled by the agreement of the parties—and it was ordered by the Court, that this cause be dismissed, and that judgment be rendered against the parties for the costs herein, taxed to share and share alike, each party to pay one half thereof, within thirty days from the rising of the Court; and in default thereof, that execution issue, as in cases at law.

Attest: John Cassil, Clerk.

James R. Galloway
vs.
Samuel Galloway et al.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith, and Christian Myers, 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, in the year of our Lord one thousand eight hundred and forty two, on the eighth day of November. Be it remembered, that heretofore, to wit, on the 2d day of July, 1841, the petitioner, by Otway Curry, his Attorney, filed his Petition in Chancery, which reads in the words and figures following, to wit: To the Court of Common Pleas within and for the County of Union, Ohio: Your petitioner, James R. Galloway, of the County of Union, Ohio, represents that he has a legal title to, and is seized in fee, of one undivided eighth part of the following Real Estate, situate in the County of Union, Ohio, on the waters of Treacle's Creek, and bounded and described as follows, to wit: Beginning at three hickories and a forked white oak, in the line of Robert Means' Survey No. 5301; thence N. 45° W. 94 poles to two hickories and a burr oak; thence N. 43° 30" E. 189 poles to a stake in a prairie; thence S. 56° 35" E. to a stake; thence S. 52° W. 193 poles to the beginning, containing one hundred and twenty nine acres, more or less, the same being part of original Virginia Military Survey No. 7492, in the name of William Robinson, heretofore conveyed by the said William Robinson to David Witter, and conveyed by the said David Witter to the legal heirs of Samuel Galloway, late of the aforesaid county, deceased. And your petitioner further represents, that Samuel Galloway, David Wright and Amanda his wife, conjointly, and in right of said Amanda, of the County of Franklin, Ohio, Sabra Galloway, Elijah Galloway & Joshua Galloway, of the county of Warren, Ohio, Joseph Galloway, Hirdm Galloway, Ira Galloway & Elizabeth Galloway, of Union County, Ohio, (the three last named representing John Galloway, deceased) are coparceners with your petitioner in the said premises — That Aksey Galloway, of the County of Warren, Ohio, as widow of Samuel Galloway, lately deceased, is entitled to dower in the same premises; and that Matilda, now wife of Robert Wilson, of Union County, Ohio, formerly widow of John Galloway, lately deceased, as such, is entitled to dower in the one undivided eighth part of the same premises, subject to the aforesaid dower right of the aforesaid Aksey Galloway — that said Samuel Galloway, Amanda, wife of said David Wright (formerly Amanda Galloway) Sabra Galloway, Elijah Galloway, Joshua Galloway & Joseph Galloway (all of whom, together with said David Wright, your petitioner prays may be made defendants to this petition) are heirs of said Samuel Galloway, deceased, and are each entitled to, and have legal right to one undivided eighth part of said premises, subject to said dower right of said Aksey Galloway — that the said Hiram Galloway, Ira Galloway & Elizabeth Galloway (whom your petitioner prays may also be made defendants to this petition) are heirs of John Galloway, deceased, who was one of the heirs of the said Samuel Galloway, deceased, and are entitled and have legal right, each, to one undivided third part of one undivided eighth part of said premises, subject to the said dower right of the said Aksey Galloway, and the dower right of the said Matilda, wife of said Robert Wilson, (formerly Matilda Galloway, wife, and afterwards widow of said John Galloway, deceased. And your petitioner prays that said Aksey Galloway, Matilda, wife of said Robert Wilson, and said Robert Wilson, may also be made defendants to this petition; and that

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a guardian ad litem may be appointed by the Court for said Joseph Galloway, who is a minor. And your petitioner also prays that partition may be made of said land, and that the dower of the said Absey Galloway, and the dower of the said Matilda, wife of the said Robert Wilson, therein, may be assigned; for 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 Otway Curry, his Attorney. And afterwards, to wit, on the 4th day of November, 1841, on motion to the Court by Mr. Curry, counsel for the petitioner, it is ordered that Andrew Keyes be appointed guardian ad litem for Joseph Galloway, the infant defendant; whereupon, said Andrew Keyes appeared and accepted said appointment, and filed the following Answer, to wit: The answer of Joseph Galloway, infant defendant, to the petition of James R. Galloway, petitioner, by Andrew Keyes, his guardian ad litem: And the said Joseph Galloway, by Andrew Keyes, his guardian ad litem, now comes, and for answer to the said petition of the said James R. Galloway, says, that further than is shown by the said petition, he has no knowledge of the matters and things therein set forth. Joseph Galloway. By Andrew Keyes, his guardian ad litem. And afterwards, to wit, on the day and year last aforesaid, came the petitioner by his Attorney, and produced proof of publication of notice; and thereupon this cause came on to be heard upon the bill, answer of the guardian ad litem, exhibits and testimony; and on motion of petitioner's counsel, it is ordered, that by the oaths of William B. Irwin, Cyprian Lee and James Riddle, three disinterested freeholders, one full equal eighth part of the following real estate, to wit: Beginning at three hickories and a forked white oak on the line of Robert Means' Survey No. 5301; thence N. 45° W. 94 poles to 2 hickories and a burr oak; thence N. 43° 30° E. 189 poles to a stake in a prairie; thence S. 56° 35 sec. E. to a stake; thence S. 52 W. 192 poles to the beginning, containing one hundred and twenty nine acres, and being part of Virginia Military Survey No. 7492, in the name of William Robinson, the same in the petition described, be set off and assigned to the petitioner in severalty; and that a writ in the nature of a writ of partition issue to the Sheriff of this county, commanding him to cause said partition to be made accordingly; which said writ was issued on the 4th day of November, A. D. 1841, and reads in the words and figures following, to wit: The State of Ohio, Union County, ss. To the Sheriff of said county, Greeting:- We command you, that without delay, by the oaths of Wm. B. Irwin, Cyprian Lee & James Riddle, you cause to be set off & assigned to James R. Galloway one equal eighth part of the following described real estate, to wit: part of Survey No. 7492, beginning at 3 hickories and a forked white oak on the line of Robert Means' Survey No. 5301; thence N. 45° W. 94 poles to 2 hickories & a burr oak; thence N. 43° 36° E. 189 poles to a stake in a prairie; thence S. 56° 35° E. to a stake; thence S. 52° W. 192 poles to the beginning, containing one hundred & twenty nine acres; and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas, within and for the said County of Union, together with this writ. Witness James H. Gill, Clerk of said Court at the Court House in Marysville, this 4th day of November, A. D. 1841. James H. Gill, Clk. Said writ was returned endorsed: I have executed this writ by the oaths of the within named Commissioners, whose report is herewith returned. Nov. 5, 1841. W. W. Steele, Sheff., which said report of said Commissioners reads in the words and figures following, to wit: In obedience to the command of a writ of partition from the Court of Common Pleas for the county of Union, State of Ohio, at the November term of Sd. Court, 1841, in which the undersigned were appointed Commissioners to make partition of a lot of land of one hundred and twenty nine acres, part of Military Survey No. 7492, in the Virginia District, would respectfully report,

that after being duly sworn by the Sheriff of sd. county as the law directs, we proceeded to view sd. land named in sd. writ, and after carefully examining the same, are decidedly of opinion, that sd. lot of land is not susceptible of a fair and equitable division, as sd. writ commands; and we therefore, appraise sd. land to be worth fifteen dollars per acre. In testimony whereof, we have hereunto set our hands this 5th day of November, 1841. William B. Irwin, James Riddle, Cyprian Lee, Commissioners, And afterwards, to wit, on the 5th day of November, 1841, on motion to the Court by Otway Curry, Counsel for the petitioner, and upon producing the proceedings of the Sheriff, and also the report and proceedings of the Commissioners heremefore appointed, and the same being examined, it is ordered that said proceedings and report, be, and the same are, hereby approved and confirmed; and the lands described in the petition not being susceptible of fair and equitable division, this cause was continued for election, &c. And afterwards, to wit, on the 26th day of April, 1842, neither of the parties electing to take said Estate at the valuation thereof, as returned by the Commissioners, on motion of petitioner's counsel, it is ordered by the Court, that said Estate be sold at public auction by the Sheriff of the County of Union, according to the statute in such cases made and provided. And afterwards, to wit, on the 30th day of August, 1842, it was ordered by the Court, that the former order of partition, writ of partition, report of Commissioners, decree of sale, and all other proceedings in this case since the order of partition, be set aside and annulled. Whereupon, came the petitioner, by his Attorney, and produced proof of publication of notice, proof of title to the premises, and proof of heirship of the petitioner, and thereupon this cause came on to be heard upon the bill, answer of the guardian ad litem, exhibits and testimony, and on motion of petitioner's Counsel, it is ordered, that by the oaths of Wm. B. Irwin, James C. Miller and Benjamin Hopkins, three disinterested freeholders, one full equal third part of the land in said petition described, be assigned and set off to the said Akey Galloway as her dower estate; and that by the like oaths of the same William B. Irwin, James C. Miller and Benjamin Hopkins, one full equal eighth part of the lands in said petition described, be assigned and set off to the petitioner in severalty, and that a writ in the nature of a writ of partition, issue to the Sheriff of the County of Union, commanding him to cause said Dower to be assigned, and said partition to be made accordingly - which said writ was issued on the 31st day of August, 1842, and reads in the words and figures following, to wit: The State of Ohio, Union County, ss. To the Sheriff of said county, Greeting: We command you, that without delay, by the oaths of Wm. B. Irwin, James C. Miller and Benjamin Hopkins, you cause Akey Galloway, widow, to be endowed of one equal third part of the following Real Estate, to wit: bounded and described as follows, to wit- Beginning at 3 hickories and a forked white oak in the line of Robert Means' Survey No. 5301; thence N. 45° W. 94 poles to 2 hickories and a burr oak; thence N. 43° 30" E. 189 poles to a stake in a prairie; thence S. 56° 35" E. to a stake; thence S. 52° W. 192 poles to the beginning, containing 129 acres, more or less, being part of original Virginia Military Survey No. 7492, in the name of Wm. Robinson; and that by the like oaths of Wm. B. Irwin, James C. Miller and Benjamin Hopkins, one full eighth part of said lands and tenements be set off and assigned to the petitioner Samuel Galloway in severalty - and that you report your proceedings in the premises to this Court forthwith; and have you then there this writ. - Witness James H. Gill, Clerk of the Court of Common Pleas of Union County, this 31st day of August, A.D. 1842. James H. Gill, Clerk. Said writ

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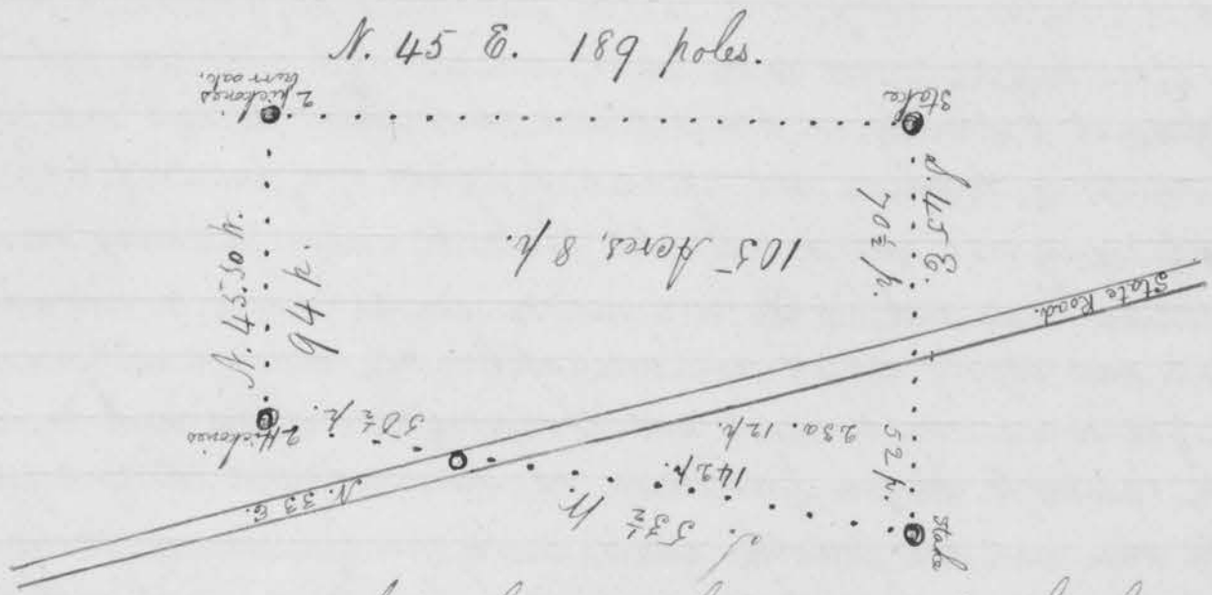
was returned endorsed: I have executed this writ by the oaths of the within named Commissioners, whose report is herewith returned. Sept., 1st, 1842. W. W. Steele, Sheff.- Said report of said Commissioners was filed on the first day of September, 1842, and reads in the words and figures following, to wit:



In obedience to an order from the Court of Common Pleas for the County of Union, Ohio, in which the undersigned were appointed Commissioners to make partition of Survey No. 7492, for the heirs of Samuel Galloway, after being Sworn as the law directs, did make actual Survey of the Same, and find there to be one hundred and twenty eight and one eighth acres; and the same is not susceptible of an equitable partition - we, therefore, appraise Sd. land at thirteen dollars per acre, and we set off to the widow as her dower all that part of Sd. land lying east of the State Road, making 23 acres & 13 poles, and likewise a piece 35 poles wide on the South west line, making 19 acres; and we appraise Sd. dower to be worth one hundred dollars. All of which is respectfully submitted: a fair representation of which may be seen on the above plat. August 31st, 1842. William B. Irwin, Surveyor. James C. Miller, Benjamin Hopkins, Commissioners. And afterwards, to wit, on the first day of September, 1842, on motion to the Court by Mr. Curry, counsel for the petitioner, and upon producing the assignment of Dower and appraisement herein made by William B. Irwin, James C. Miller and Benjamin Hopkins, under a former order of this Court, it is ordered by the Court, that the Sheriff of Union County proceed, according to law, to sell said Real Estate in the petition described, subject to said dower estate of the said Aksey Galloway, widow, 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 ; and it is further ordered by the Court, that he make return of his proceedings to the next term of this Court, to which time this cause was continued. A certified copy of the last above order having been issued to the said Sheriff on the 19th day of September, 1842, he made his return thereon endorsed as follows: Rec'd. Sept. 19, 1842. Agreeable to the statute, I advertised the same for sale Oct. 24, 1842. According to the statute in such cases made and provided, and on the 24th, I proceeded to offer the same by public outcry, agreeable to the within order, & sold the same to James R. Galloway, he being the highest & best bidder, and $8. 66⅔ per acre, the amt. he bid, being the ⅔ of the appraised value thereof. Wm. W. Steele, Sheriff. And afterwards, to wit, on the 8th day of November, 1842, on motion to the Court by Mr. Curry, counsel for the petitioner, and the Sheriff and Commissioners herein appointed, having made their respective returns, under the former order of this Court herein, and the proceedings having been inspected by the Court, and found in all respects correct, as well as the proceedings of the Sheriff herein, it is ordered that said Report, and all the matters and things contained therein, and the sale made by said Sheriff, and all his proceedings herein, do stand approved, ratified and confirmed; and it is further ordered by the Court, that the said Sheriff convey the said lands and ten-

=ements so sold as aforesaid, to the said James R. Galloway, in fee simple. And it further appearing to the Court, that the consideration money has been paid into the hands of the Sheriff, it is ordered, that out of the same, the Sheriff pay the costs and expenses of this suit, amounting to $ and that he distribute the residue thereof between the parties in the following proportions, to wit: To James R. Galloway, one hundred and thirty eight dollars and eighty one and one fourth cents; to Samuel Galloway, one hundred and thirty eight dollars and eighty one and one fourth cents; to Amanda and David Wright one hundred and thirty eight dollars and eighty one and one fourth cents; to Sabra Galloway one hundred and thirty eight dollars and eighty one and one fourth cents; to Elijah Galloway one hundred and thirty eight dollars and eighty one and one fourth cents; to Joshua Galloway one hundred and thirty eight dollars and eighty one and one fourth cents; to Joseph Galloway one hundred and thirty eight dollars and eighty one and one fourth cents; to Hiram Galloway forty six dollars and twenty seven cents; to Ira Galloway forty six dollars and twenty seven cents; to Elizabeth Galloway forty six dollars and twenty seven cents. And it is further ordered by the Court, that the Sheriff pay to Otway Curry, Attorney in this case, the sum of ten dollars for his fee; and that the said costs, and said Attorney's fee be deducted in rateable proportions from the aforesaid distributive Shares.

Attest: John Cassil, Clerk.

Peyton B. Smith
vs.
Henry Amrine,
O. B. Cisel,
Joshua Gore, &
William Sharp.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 9th day of August, 1841, the Complainant, by A. Hall his Solicitor, filed the following Bill in Chancery against the said defendants, to wit: To the Honble. the Court of Common Pleas in and for the County of Union, in Chancery sitting: Humbly complaining your orator Peyton B. Smith, of said County, sheweth unto your Honors, that, on or about the 13th day of October, A.D. 1836, at the county aforesaid, your orator purchased, by title bond, of Henry Amrine, of said County (whom your orator prays may be made defendant to this bill) the following property, to wit: The mill known by the name of Amrine's mill, with all the lands belonging to said mill, and with all the improvements, water privileges, and appurtenances thereunto belonging, lying on Mill Creek, in the township of Paris, Union County, Ohio—that in consideration of said contract, your orator executed his five several notes of hand, bearing date the said 13th day of October, 1836. for the sums & due at the dates following: one for $200, due eight months after date; one for $250, due June 13th, 1838; one for $250, due June 13th, 1839, with interest; one for 250, due June 13th, 1840, and one for 350, due June 13th, 1841, all payable to said Henry Amrine; that the note for $200, due 8 months after date, was paid and cancelled by your petitioner, and a small amount paid upon the note calling for 250, due in 1838. Your orator further repre=-sents, that on the 8th of Nov. A. D. 1837, at the county aforesaid, your orator assigned all his right, title and interest in and to said title bond, to one O. B. Cisel, then of said Co. of Union, but now of Marion Co. in Ohio (whom your

orator prays, may also be made defendant to this bill) upon this express condition, and no other, that the said O. B. Cissel should well and truly pay, or cause to be paid, four several notes of hand, given by your orator to Henry Amrine, calling, in all, for one thousand dollars (meaning the last four notes above described.) Your orator further shows, that upon said assignment, the said Cissel, or those holding under him, immediately took possession of said mill & its appurtenances, and have enjoyed the rents, profits, and emoluments thereof, until the said last mentioned note became due, on the 13th day of June, A.D. 1841, which rents and profits are of great value, to wit, six hundred dollars. Your orator further represents, that some time in the year 1838 (the time when and the condition thereof being unknown to your orator) the said, O. B. Cissel, as your orator has been informed, assigned said title bond to one Joshua Gore, then of this County, but now of Clark Co. in Iowa Territory (whom your orator prays may also be made defendant to this bill) as collateral security for a debt due from one William Sharp to said Gore, who, under the conditions of said assignment, or otherwise, has permitted those holding possession under the permission or authority of Cissel, to remain in uninterrupted pos=session of said mill & appurtenances. Your orator further charges, that, although he assigned said bond to said Cissel upon this express condition, and no other, that he should well & truly pay sd. last four described notes of hand, according to the effect & tenor thereof. And although said Cissel was enjoying the rents & profits of said mill, yet neither the said Cissel, or the said Sharp, nor the said Gore, nor any other person for them, or either of them, have paid, or caused to be paid, any part thereof — but on the contrary, the said notes, call=ing for $250, due June 13th, 1838, & 250 June 13th, 1839, being due & unpaid, the said Amrine instituted suit against your orator, on the law side of this Court, & recovered judgt. at the Oct. Term, 1839, against your orator, for the sum of $437.32, the balance due on said notes & costs of Suit, taxed at $8.10, caused execution to be issued, and levied upon your orator's property, and sold what little property your orator pos=sessed, at such sacrifice, that the costs still remain but partially satisfied. Your orator therefore prays that a writ of subpoena may issue, that said defts. be com=pelled severally to answer all & singular the matters & things contained in this bill, under their corporal oaths, as specifically as though the same were put by specific interrogatories. And on final hearing of this Bill, your orator prays that the said Cissel, or the said Gore, or both of them, as it may seem equitable to this Court, may be decreed to pay said Amrine the amount still due & unpaid of the purchase money, together with the costs, & the value of the property of your orator so sacrificed as aforesaid, worth twenty dollars, and cancel said judgt. & notes; or in default thereof, that an account be taken of the value of the use & occupancy of said mill since sd. Cissel took possession, & the purchase money already paid to Amrine, and the balance struck, & if there be any due to the assignees of the sd. bond, that said Amrine be decreed to refund the same; that said contract be cancelled, together with the said judgt. and notes, and your orator restored to his ancient rights & privileges: and such other & further relief as equity and good conscience may require — and your orator, as in duty bound, will ever pray, &c. A. Hall, Sol. for Compt. And afterwards, to wit, on the day and year last aforesaid, the following writ of subpoena was issued, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you that you Summon Henry Amrine, O. B. Cissel and Joshua Goze, to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County, on the 18th day of August instant, to answer the matters and charges contained in a Bill in Chan=cery exhibited against them by P. B. Smith; and this they shall in no wise omit under the pendalty of one thousand dollars, and have you then there this writ.

Witness James H. Gill, Clerk of said Court at the Court House in Marysville, this ninth day of August, A. D. 1841. James H. Gill, Clerk. Said writ was returned endorsed: Served by certified copy on H. Amrine: O. B. Cissel & J. Gore not found. Aug. 9, 1841. Wm. V. Steele, Sheff. And afterwards, to wit, on the day and year last aforesaid, the following writ of subpoena was issued: The State of Ohio, Union County, ss. To the Sheriff of Clark County, Greeting: We commend you that you summon Henry Amrine, O. B. Cissel and Joshua Gore to appear before our Court of Common Pleas in and for the County aforesaid, at the Court House, in said County, on the 18th day of August instant, to answer the matters and charges contained in a Bill in Chancery exhibited against them by P. B. Smith; and this they shall in no wise omit under the pedalty of one thousand dollars, and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House in Marysville, this ninth day of August, A. D. 1841. James H. Gill, Clerk.— Said writ was returned endorsed: Served this on Joshua Gore by leaving a copy at his dwelling house, on the 16th day of Augt. A. D. 1841, and not as to H. Amrine & O. B. Cissel for want of finding them. Wm. Berry, Shff. C. C. O. And afterwards, to wit, on the ninth day of August, A. D. 1841, the following subpoena issued, to wit: The State of Ohio, Union County, ss. To the Sheriff of Marion County, Greeting: We command you that summon Henry Amrine, O. B. Cissel and Joshua Gore, to appear before our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, on the 18th day of August instant, to answer the matters and charges contained in a Bill in Chancery exhibited against them by P. B. Smith; and this they shall in no wise omit under the pehalty of one thousand dollars and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House in Marysville, this ninth day of August, A. D. 1841. James H. Gill, Clerk. Said writ was returned endorsed: Received this writ on the 12th day of August, A. D. 1841, and served on the within named O. B. Cissel, by handing him a true and certified copy of the same on the 16th day of August, A. D. 1841— the other defendants not found within my bailiwick. Jos. Durfee, Shff. M. C. O.— And afterwards, to wit, on the 3d day of November, 1841, on motion of A. Hall, Counsel for petitioner, it was ordered, that the plaintiff have leave to file an amended Bill in this cause; and it appearing to the Court, that one of the defendants herein is not a resident of this State, it was ordered that notice of the pendency of the Bill, and the substance of the prayer thereof, be published according to law. And afterwards, to wit, on the 26th day of April, 1842, the complainant, by A. Hall his Counsel, produced proof of publication of notice, and thereupon, upon his motion, this cause was continued. But heretofore, to wit, on the 3d day of November, 1841, the complainant, by his said Counsel, filed the following amended Bill, to wit: To the Honorable the Court of Common Pleas in and for the county of Union in Chancery Sitting: Humbly complaining, your orator, Peyton B. Smith, of said county, showeth unto your honors, that on or about the 13th day of October, A. D. 1836, at the County aforesaid, your orator purchased, by title bond, of Henry Amrine of said county (whom your orator prays may be made defen=-dant to this bill) the following property, to wit: The mill known by the name of Amrine's mill, with all the land belonging to said mill, and with all the improve=ments, water privileges and appurtenances thereunto belonging, lying on Mill Creek in the township of Paris, Union County, Ohio— that in consideration of said contract, your orator executed his five several notes of hand, bearing date the said 13th day of October, 1836, for the sums and due at the dates following, to wit: One for $200, due eight months after date— one for $250, due June 13th, 1838— one for $250, due June 13th, 1839, with interest— one for $250, due June 13th, 1840; and one for $250,

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due June 13th, 1841; all payable to said Henry Amrine – that the note for $200, due 8 months after date, was paid and cancelled by your petitioner, and a small amount, paid upon the note calling for $250, due in 1838. Your orator further represents, that on the 8th of November, A. D. 1837, at the county aforesaid your orator assigned all his right, title and interest, in the said title bond to one O. B. Cissel, then of said county of Union, but now of Marion county in Ohio (whom your orator prays may also be made defendant to this bill) upon this express condition, and no other, that the said O. B. Cissel should well and truly pay, or cause to be paid, four several notes of hand given by your orator to Henry Amrine, calling in all, for one thousand dollars (meaning the last four notes above described). Your orator further shows, that upon said assignment, the said Cissel, or those holding under him, immediately took possession of said mill and its appurtenances, and have enjoyed the rents, profits and emoluments thereof, until the said last mentioned note became due, to wit, on the 13th day of June, A. D. 1841, which rents and profits are of great value, to wit, Six hundred dollars. Your orator further represents, that some time in the year 1838 (the time when being unknown to your orator) the said O. B. Cissel, as your orator has been informed, assigned said Title Bond to one William Sharp, now a resident of Fort Wayne, State of Indiana (whom your orator prays may also be made defendant to this bill) conditioned also for the true payment of the amount due thereon; and said Sharp afterwards assigned said bond to one Joshua Gore, then of this county, but now of the county of Clark in this State, upon the express condition, and no other, that he should well and truly pay the amount due and unpaid upon your petitioner's said notes, as collateral security for a debt due from said Sharp to said Gore, who, under the conditions of said assignment or otherwise, has permitted those holding possession under the permission or authority of said Cissel, to remain in uninterrupted possession of said mill and appurtenances. Your orator further charges, that although he assigned said Bond to said Cissel upon this express condition, and no other, that he should well and truly pay said last four described notes of hand, according to the tenor and effect thereof. And although said Cissel was enjoying the rents and profits of said mill, yet neither the said Cissel, or the said Sharp, nor the said Gore, nor any other person for them, or either of them, have paid, or caused to be paid, any part thereof. But on the contrary, the said notes, calling for $250, due June 13, 1838, and $250, due June 13, 1839, being due and unpaid, the said Amrine instituted suit against your orator on the law side of this Court, and recovered judgment at the October term, 1839, against your orator, for the sum of $437.32, the balance due on said notes, and costs of suit, taxed at $10.00, caused execution to be issued and levied upon your orator's property, and sold what little property your orator possessed, at such sacrifice, that the costs still remain but partially satisfied. Your orator further charges, that the amount of the other two notes remains wholly unpaid, and accumulating interest. – Your orator further charges that said Cissel and said Gore have both removed from this County; and so far as your orator knows or believes, are making no effort to pay said notes or said judgment, as they are in good conscience bound to do; but, on the contrary, wholly neglect or refuse so to do. Your orator further emphatically declares that the existence of said judgment, together with the executions issued thereon, watching for years for a grab at your orator's property, is a grievance which, under the circumstances, he can no longer bear, it having already engendered a hatred towards an honorable officer of this Court, sacrificed his property, disturbed his quiet, and other wrongs

to your orator done. Your orator has made repeated applications to said Gore and to said Cissel, to pay said judgment and notes, and relieve your orator, but they are deaf to his complaints. Your orator has made application to said Amrine, and him only he seems to find desirous for fair dealing. Your orator represents, that said Amrine is willing and anxious, as this Court may decree, to receive his purchase money and execute a deed, according to his bond. But rather than this business should remain in this unsettled condition, that an account be taken of the value of the rents and profits of said mill since Cissel took possession, and of the purchase money paid to said Amrine — and if he has received more, than the rents and profits of said mill are worth, to refund the difference to the assignee of said title bond, and cancel the whole matter. — Your orator therefore prays that a writ of subpoena may issue, that said defendants be compelled severally to answer all and singular the matters and things contained in this bill, under their corporal oath, as specifically as though the same were put by specific interrogatories. And on final hearing of this bill, your orator prays that the said Cissel, or the said Gore, or both of them, as it may seem equitable to this Court, may be decreed to pay said Amrine the amount still due and unpaid of the purchase money, together with the costs, and the value of the property of your orator so sacrificed as aforesaid, worth twenty dollars, and cancel said judgment and notes — or in default thereof, that an account be taken of the value of the use and occupancy of said mill since said Cissel, took possession, and the purchase money already paid to Amrine, and the balance struck; and if there be any due to the assignee of the said bond, that said Amrine be decreed to refund the same — that said contract be cancelled, together with said judgment and notes, and your orator restored to his ancient rights and privileges; and such other and further relief as equity and good conscience may require — and your orator, as in duty bound, will ever pray, &c.
A. Hall, Sol. for Compl't. And afterwards, to wit, on the 6th day of January, 1842, Henry Amrine, one of the defendants, filed the following answer, to wit:
The separate answer of Henry Amrine to a bill exhibited against him & others by Peyton B. Smith in Union County Court of Common Pleas:
And the said Amrine for answer to said Bill, for so much as he deems advisable, says, that he sold said Mill property to said Smith by title bond, and received said Smith's notes, as is charged in compl'ts. said Bill — that he brot. Sejit upon two of said notes, & recovered judg't. against said Smith upon the law side of this Court, caused execution to issue, which was levied upon one Cow, the property of said Smith, & subsequently sold by the Sheriff, as charged in compl'ts. bill. Respondent believes that the other matters and things set forth in complainants bill, are true — respondent further states that he has been ready and anxious to execute a good & sufficient deed for said Gore, or any other person having the legal interest in said title bond, upon payment of the purchase money. But respondent has so far found it impossible to force payment; and from the fact that respondent has no hopes of obtaining his said purchase money, and that said mills are fast passing into a state of dilapidation & decay for the want of proper attention and repair, respondent is willing that an account be taken, as prayed for in complainant's bill, a fair & equitable settlement of the matter had, & said contract, judgment & notes cancelled, as this court may decree. Henry Amrine, in proper And afterwards,

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Attest: J

Augustus Hal
vs.
Merrill Roy

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to wit, on the 2d day of September, 1842, on motion of Mr. Hall, counsel for complainant, this Cause was referred to James E. Wilson, Special Master, to take and state an account between the parties, as prayed for in the bill, and report his proceedings in the premises to this Court, at its next term, to which time this Cause was continued. And afterwards, to wit, on the 7th day of November, 1842, the said James E. Wilson filed his Report, as follows: The Report of James E. Wilson, Special 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 August Term Common Pleas, A. D. 1842. It appears, from the testimony of John Dopley and Wesley Amrine, who were duly Sworn the truth to say, as well as from the answer of Henry Amrine (a defendant) that the statements in petitioner's bill and amended bill on file, are substantially true. From said testimony, as well as from other sources, the following facts also appear, viz.: 1. That at the time of the purchase of said mill and appurtenances (referred to in the Bill) by the petitioner, the same was very much dilapidated and out of repair. 2. In the latter part of the year 1837, said mill and appurtenances were assigned by petitioner to one O. B. Cissel - that at the time Cissel took possession, the rents and profits, use and occupancy, &c., might be valued at from $150 to $200 per annum. 3. That said Cissel, and those holding under him, had possession, in all, for the space of about 2 years and 30 or 40 days, amounting to about $370.00. 4. That petitioner paid $200 purchase money, and about $170 subsequently. Taking the property, then, to have been worth a yearly rent of $175, the whole amount since Cissel took possession, would be about $370.00. Moneys paid by petitioner, as above (on his notes) $370.00 - leaving no balance whatever between the payments made by petitioner, and the rents, &c. of the mill since Cissel took possession. Respectfully submitted. James E. Wilson, Sp. Mas. Com. And afterwards, to wit, on the 8th day of November, 1842, this cause was submitted upon the bill, answer, and Report of the Special Master, and thereupon it was ordered by the Court, that the said O. B. Cissel, or Joshua Lore, the assignee of said title bond, pay into the hands of the Clerk of this Court, for Henry Amrine, the sum of one thousand and seventy five dollars and thirty nine cents, the amount due to said Henry Amrine, upon the said notes of said Peyton B. Smith, within thirty days from the rising of this Court; and in default thereof, that said contract for the conveyance of said mill property, with all the rights thereby claimed, be cancelled, annulled, and made void; and that said Henry Amrine be perpetually enjoined from proceeding to collect his said judgment at law, or his said promissory notes, against complainant - and it is further ordered, that the complainant pay the costs of this suit, taxed to

Attest: John Cassil, Clerk.

J R Swan

Augustus Hall
vs.
Merrill Royce.

Pleas before his Honor Joseph R. Swan, President, Silas G. Strong, James R. Smith, and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the day and year aforesaid, the plaintiff filed the following declaration, to wit: State of Ohio, Union County, ss. In Union Common Pleas, Nov. Term, 1842. Augustus Hall complains of Merrill Royce in a plea of Assumpsit, for that whereas the said Merrill Royce, on the 19th day of April, 1842, at Marysville, in said

county, made his certain writing obligatory of that date, and then and there delivered the same to the said Augustus Hall, and thereby promised to pay the said Augustus Hall the sum of Seventy four 46/100 dollars, five days after the date thereof; which period has now elapsed—and the said Merrill Royce afterwards, to wit, on the Sixth day of May, 1842, at the county aforesaid, in consideration of the premises, undertook and promised to pay the same when he should be thereto afterwards requested; yet the said Merrill, though often requested, hath not paid the said sum of money, or any part thereof, to the damage of the said plaintiff one hundred dollars, & thereupon he sues, &c. A. Hall, in proper. And afterwards, to wit, on the day and year aforesaid, the defendant, by C. N. B. Allison, his Attorney, filed the following plea, to wit: In Union County Court of Common Pleas to Nov. Term, 1842. And now comes the said Merrill Royce, by C. N. B. Allison, his Attorney, and says he cannot gainsay the said plaintiffs cause of action, or right to judgment, and by virtue of a warrant of attorney here to the Court shown, waives the issuing and service of process, and confesses a judgment in favor of the said Augustus Hall and against the said Merrill Royce, for the sum of seventy seven dollars and fifty cents and costs of suit, and hereby re-leases all error and right or benefit of appeal in behalf of deft. C. N. B. Allison, his Atty., And afterwards, to wit, on the 9th day of November, 1842, by reason of the premises, it is considered by the Court, that the said plaintiff recover of the said defendant the said sum of seventy seven dollars and fifty cents, the damages aforesaid so as aforesaid confessed, together with his costs in this behalf expended, taxed to

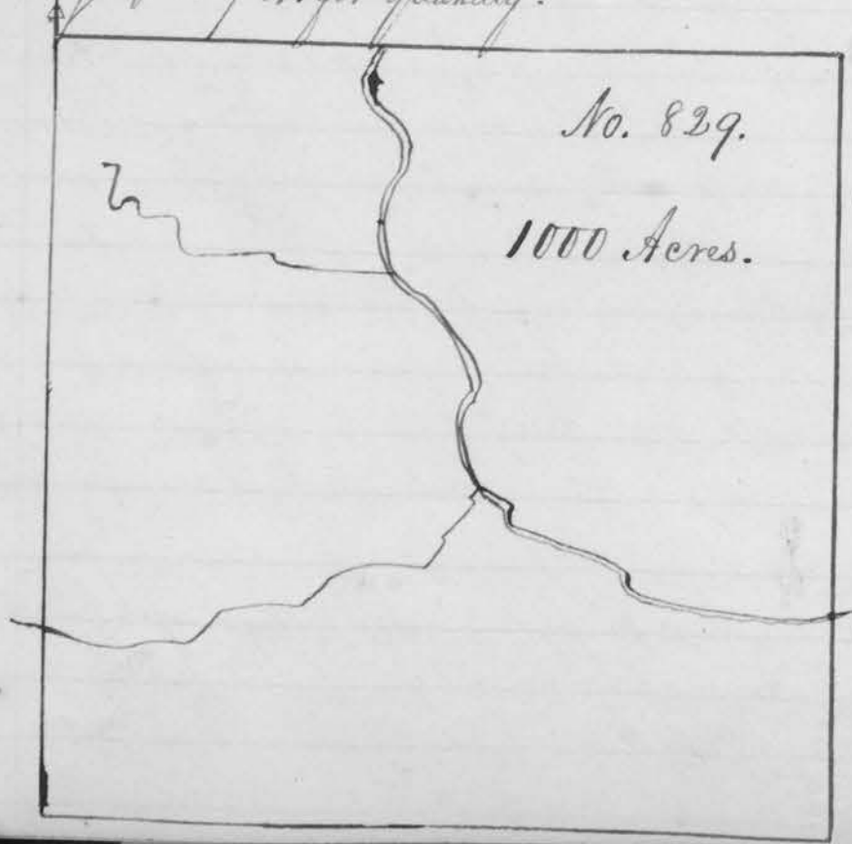
Attest—John Cassil, Clerk.

Richard Douglas
vs.
The unknown heirs of
Thomas Bowyer, dec'd.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, 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 complainant filed in said Court the following petition in Chancery, to wit: To the Honorable the Judges of the Court of Common Pleas, in and for Union County and State of Ohio, in Chancery sitting: The petition of Richard Douglas of the County of Ross and State aforesaid, respectfully Showeth unto your honors, that on or about the fifth day of December, A. D. 1804, entry number 829 of 1000 acres of land, was made upon the books of the principal surveyor of the Virginia Military District, of lands within the State of Ohio, in the name of Thomas Bowyer; and on or about the 20th day of April, 1808, a legal survey of said entry was made for the said Thomas Bowyer; and on or about the 28th day of June, A. D. 1809, the said survey was duly recorded upon the books of said Principal Surveyor; which said entry fully appropriated the lands by its said number and the said survey defined, and ascertained the metes and bounds thereof; and it thence stood as a good valid recorded survey. Your petitioner refers to said entry and survey for certainty, as a part of this petition, and therewith files a copy thereof as an exhibit in this cause. Said survey of land lies in said County of Union, and within the jurisdiction of this Court. Your petitioner further states that said entry and survey of land was duly entered for taxation upon the proper books of this County by its said number and quantity, and thereupon became delinquent for

the taxes and penalties of 1835 and the taxes of 1836, and was duly advertised and proceeded in, in all things agreeable to law, and on the 26th day of December, A. D. 1836, being the time mentioned, and at the proper place therein named, the whole of said entry and survey was sold by the Treasurer of said County to one Manly A. Butler, for the sum of twenty eight dollars, six cents and five mills, being the taxes, interest and penalties aforesaid, he the said Butler then and there offering and bidding to pay the same for the whole of said entry and survey, and no one offering to pay the same for a less quantity thereof, said Butler became the purchaser of the whole of said survey, and thereupon a certificate of said purchase and sale was then and there executed and delivered to the said Manly A. Butler, by Levi Shelps, the then Auditor of said county, agreeable to the statute in such case made and provided – that afterwards, to wit, on the 14th day of March, A. D. 1837, the said Butler, for a valuable consideration to him paid, therefor, by your petitioner, sold, assigned and transferred to your petitioner, all his right, title and claim in and to said certificate and the land therein mentioned, and then and there delivered to your petitioner the said certificate so assigned; and your petitioner thereupon exercised the possessory ownership of said survey of land, and has paid the taxes thereon – that on or about the 27th day of April, A. D. 1842, Oliver C. Kennady, the present Auditor of said County, in consideration of the premises, and payment of the purchase money by said Butler, and the assignment aforesaid, in his official capacity as said County Auditor, executed and delivered to your petitioner a deed in due form of law, for the whole of said survey of land; and your petitioner thereupon surrendered and delivered up said certificate to said Auditor, which said Deed your petitioner exhibits as a part of this petition. Your petitioner further states to your honors, that at the time of the sale of said survey of land for taxes, the same had not been carried into grant, but stood upon the entry and recorded survey as aforesaid, whereby the said Butler and your petitioner acquired an inchoate legal or perfect equitable title to said survey in virtue of said purchase, but not a full and complete legal title thereto – that he has been informed and believes that the said Thomas Bowyer died some time in the year 1810, or since; but of the positive certainty of his death, or the time thereof, your petitioner cannot speak as of his own knowledge: and if dead, he does not know the names of his heirs or legal representatives – that on the 28th day of February, A. D. 1842, a patent issued to and in the name of the said Thomas Bowyer for said survey number 829 of 1000 acres of land, whereby the perfect legal title thereto became vested in the said Thomas Bowyer, if living; and if dead, became vested in his heirs and legal representatives, and inured to their use and benefit by and in virtue of the statute law of Congress in such case made and provided, which said patent your petitioner exhibits as a part hereof, to obtain which patent, your petitioner paid, from his own pocket, a large amount of office fees and charges, to wit, the sum of 85 dollars and seventy five cents, as by the receipt thereof will fully appear. By means of which said several premises, your petitioner insists, that he is well entitled to a conveyance of the legal title to said number of survey 829 of 1000 acres of land, and he cannot obtain the same without the aid of the Chancery powers of this honorable Court. In tender consideration whereof, your petitioner prays your honors that the said Thomas Bowyer, if living, or his unknown heirs and legal representatives (if dead) be made parties defendants to this petition, and duly answer the same. And upon a final hearing that your honors will decree to your petitioner a full and perfect legal title to

said survey of land, in such manner and form as to your honors may seem meet and just: or if it should be, that a title could not be absolutely decreed by your honors by reason of any let or hindrance whatever, that then and in such case, would decree to your petitioner all proper charges and disbursements upon said land, or on account thereof, and that the same be sold for the satisfaction thereof in such manner as to your honors may seem meet and agreeable to the statute in such case made and provided—and finally, that your honors will extend to your petitioner all, and all other, full, general, and complete relief in the premises. R. Douglas. State of Ohio, Union County, ss. Court of Common Pleas, April term, 1842. Richard Douglas maketh oath, and saith that he is the complainant in the foregoing petition—that he is informed and believes, that the said Thomas Bowyer named in said petition, is dead—that it is necessary to make the heirs of said Bowyer defendants to said petition, and that he does not know the names or residence of such heirs, or any, or either of them; but he verily believes that if the said Thomas Bowyer be living, that he does not reside in the State of Ohio, and that if he be dead, none of his heirs reside in this State. R. Douglas.—Sworn to and subscribed in open Court April 26, 1842. Jas. H. Gill, Clerk. And afterwards, to wit, on the day and year last aforesaid, it was ordered by the Court, that unless the said Thomas Bowyer, if living, or his heirs, if he be dead, appear and plead, answer or demur, to the said petition and the matters thereof, within sixty days from and after the next term of this Court, which commences on the 30th day of August next, the same will be taken as confessed against them, and decreed accordingly; and it is further ordered by the Court, that the publication of a copy of this order in the Ohio State Journal, a newspaper published in Columbus, and of general circulation within this County, for six consecutive weeks previous to the 15th day of July next, shall be good and sufficient notice to the defendants of the pendency of this suit: and thereupon this cause was continued. And afterwards, to wit, on the 30th day of August, 1842, the complainant produced proof of publication of notice, and thereupon, on his motion, this cause was continued. And afterwards, to wit, on the 8th day of November, 1842, this cause was continued. And afterwards, to wit, on the 9th day of November, 1842, the complainant filed the following copy of Thomas Bowyer's entry and survey No. 829 of 1000 acres of land, mentioned in the above petition, to wit: 1807, December 5th. No. 829. Thomas Bowyer enters 1000 acres of land on part of a military warrant No. 659, between Bokes and Mill Creeks: beginning S. 83 E. 400 poles from the southeasterly corner of James Berwicks entry No. 5373, running S. 83 E. 400 poles; thence off at right angles S. 7 W. for quantity:



Surveyed for Thomas Bowyer 1000 acres of land on part of a military warrant No. 659, between Mill Creek and Bokes Creek: Beginning at two beeches and a sugar tree, S. 83 E. 400 poles from the south east corner of Robert Means' survey No. 5387, in the line of Mach Vandeballes survey No. 6440, running with Vandewalls line, and course thereof S. 83 E. 400 poles, crossing a branch to two beeches, a sugar tree and ironwood; thence S. 7° W. 400 poles, crossing a branch at 260 poles to a dogwood, ash and iron wood; thence N.

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Attest:

Thomas Clark
vs.
Elisha White.

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from the docket
Thomas Clark
vs.
Elisha White.
Debt,
Plaintiffs costs-
Summons,
Const. fees,
Subpoena for five pers
Const. fees,
Swearing witnesses,
Witnesses fees,
Judgment,
Defts. costs:
Bail bond,
Transcript,
September 28th,
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83 W. 400 poles to a hickory, ash and sugar tree; thence N. 7 E. 400 poles crossing a branch at 110, and one at 360 poles, to the beginning. Duncan M'Arthur, D.S. David Sharp, William Henry, C.C. Joseph Hagner, M.C. April 20th, 1808, June 28, 1809. And afterwards, to wit, on the 9th day of November, 1842, the order of continuance in this cause is set aside, and thereupon the same came on to be heard upon the bill, exhibits and testimony; and it appearing to the satisfaction of the Court, that the order of this Court heretofore made as to giving notice to the defendants, has been in all respects complied with, and each and every of the defendants still failing to appear and plead, answer or demur to said Bill, the Court, on consideration of the premises, do order and decree that the said bill be taken for confessed, and that the defendants, and each of them, within forty days, shall grant and convey the lands, tenements and premises in the bill mentioned, to the said Richard Douglas—said lands and tenements being the whole of Survey No. 829, containing one thousand acres; reserving to the defendants the same right to contest the legality of the sale for taxes in the Bill and Exhibits mentioned, as if this decree had not been made. And if such conveyance be not made, that this decree shall operate as such in all respects, agreeably to the statute in such cases made and provided. And it is further ordered and decreed by the Court, that the complainant pay the costs in this case, within sixty days from the rising of this Court, taxed to $ and in default thereof, that execution issue for the same as upon judgments at law. Whereupon, the complainant gave notice of appeal.

Attest: John Cassil, Clerk.

Thomas Clark
vs.
Elisha White.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 13th day of October, 1841, the defendant filed the following transcript from the docket of E. W. Inskeep, to wit:

Thomas Clark
vs.
Elisha White.

Debt,	$ 15.00
Plaintiffs costs-	
Summons,	12½
Const. fees,	30
Subpoena for five persons,	32½
Const. fees,	1.15
Swearing witnesses,	20
Witnesses fees,	2.50
Judgment,	25
Defts. costs:	
Bail bond,	25
Transcript,	31¼

Bill of particulars filed. State of Ohio, Union County, Liberty township. Suit brought on an account for twenty three dollars and twelve and a half cents.— Summons issued to George Heminger, jr. Const. September 22d, A. D. 1841, returnable September twenty eighth, A. D. 1841, at ten o'clock, A. M., of said day. Also, subpoenas issued for Wm. Sikes, Wm. Anderson, Solomon Cromwell, Thomas Herd, John Ringery, returnable, same inst. Summons returned endorsed, Sept. 24th, A. D. 1841—Served on the within named person by reading—Mileage 20 cts. Service 10 cts. George Heminger, jr. Const. Subpoena returned, endorsed Sept. 25th, A. D. 1841; served on the within named persons by reading—Wm. Anderson not found—mileage 65 cts.; service 50 cts. George Heminger, jr. Const. September 28th, A. D. 1841—ten o'clock, A. M. of said day. The parties appeared: trial had—Wm. Anderson, Wm. Sikes, Solomon Cromwell, John K. Buson, Thomas Herd, sworn and examined as witnesses for the plaintiff—and by

evidence I do find that the defendant owes the plaintiff fifteen dollars; and it is therefore considered by me that the plaintiff recover of the defendant the sum of fifteen dollars and his costs herein taxed at four dollars and eighty five cents. E. W. Inskeep, J. P. October 5th, A. D. 1841. This day came the defendant and made oath, that he believed the above judgment was obtained either by fraud, corruption, or other undue means. In the action of Thomas Clark against Elisha White, I, Hezekiah Davis, jr., do acknowledge myself bail for the appellant, in the sum of fifty dollars, to be levied of my goods, chattels, lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money and costs that have accrued and may accrue in the Court of Common Pleas. Hezekiah Davis, jr. Taken, signed and acknowledged, this 5th day of October, in the year 1841. E. W. Inskeep, J. P. State of Ohio, Union County, Liberty township, ss. I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause. E. W. Inskeep J. P. of the aforesaid township. And afterwards, to wit, on the 26th day of April, 1842, this cause was continued. And afterwards, to wit, on the 7th day of June, 1842, the plaintiff, by Otway Curry, his Attorney, filed his declaration, as follows: Union County, ss. Court of Common Pleas, November Term, A. D. 1841. This case comes into Court by appeal from the docket of a Justice of the Peace, and thereupon Thomas Clark complains of Elisha White, for that whereas the said Elisha White, on the first day of August, 1841, at Union County, Ohio, was indebted to the said Thomas Clark in twenty-three dollars and twelve and one half cents, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request: And in twenty-three dollars and twelve and one half cents, 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 twenty-three dollars and twelve and one half cents, for money then and there lent by the plaintiff to the defendant at his request: And in twenty three dollars and twelve and one half cents, for money then and there paid by the plaintiff for the use of the defendant, at his request: And whereas the defendant afterwards, on the tenth day of August, 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; to the damage of the plaintiff twenty three dollars and twelve and one half cents - and therefore he sues, &c. By Otway Curry, his Attorney. And afterwards, to wit, on the 19th day of July, 1842, the defendant, by Cole & Lawrence, his Attorneys, filed his plea, as follows: And the said Elisha comes and defends, &c. and says that he did not assume and promise in manner and form as the plaintiff hath above thereof complained against him; and of this he puts himself upon the country - and the plaintiff doth the like. By Cole & Lawrence, his Attys. And afterwards, to wit, on the 31st day of August, 1842, this cause was continued. And afterwards, to wit, on the 9th day of November, 1842, this case was dismissed by agreement of the parties at the costs of each party, share and share alike. It is therefore ordered by the Court, that judgment be rendered against each party for one half of the costs which have accrued in the prosecution of this case, taxed to within ninety days; and in default thereof, that execution issue therefor.

Attest: John Cassil, Clerk.

J. H. Lawrence

Thomas Cla
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Thomas Clark

vs.
Elisha White
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Thomas Clark
vs.
Elisha White.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two.- Be it remembered, that heretofore, to wit, on the 13th day of October, 1841, the defendant filed the following Transcript from the docket of E. W. Inskeep, to wit:

Thomas Clark
vs.
Elisha White.

Debt, $6.00
Plaintiffs costs:
Summons, 12½
Sat. 10
Subpoena for five witnesses 32½
Const. 1.30
Witness fees, 2.50
Swearing five witnesses 20
$4.50
Transcript, 31¼

State of Ohio, Union County, Liberty Township. Bill of particulars filed. Damage claimed Seventy five dollars. Summons issued to George Heminger, Const. September 29th, A.D. 1841, returnable October fifth, at ten o'clock, A. M. of said day. Also, a subpoena issued for James M'Elroy, Zechariah M'Elroy, James Johnson, Solomon Cromwell, Ojias Colver, John Raymond & John Kingery, returnable same inst. October 1st, A. D. 1841 - summons issued for the defendant to bring the article of agreement or agreements with him on the day of trial, returnable same inst., and a subpoena for N. Raymond, to appear at my office on the fifth day of Oct. 1841, at ten o'clock, A. M. of said day. First Summons returned endorsed, October 1st, 1841: Served on the within named person by reading - mileage 20 cts. - Service 10 cts. George Heminger, Const. First subpoena returned endorsed, September 29th, A. D. 1841: Served on the within named persons by reading - John Kingery not found - Solomon Cromwell, claimed his attendance - not paid - mileage 70 cts. - Service 60 cts. Summons for the article returned endorsed, October 1st, A. D. 1841: Served on the within person by reading - mileage 20 cts. - Service 10 cts. George Heminger, Const. Second subpoena returned endorsed, October 1st, A. D. 1841. Served on the within named person by reading - mileage 20 cts. - Service 10 cts. George Heminger, Const. Defendant filed his bill of particulars. October 5th, A. D. 1841. Parties appeared - trial had - and James M'Elroy, Zechariah M'Elroy, John Raymond, James Johnson, Solomon Cromwell, Ojias Colver, Nathaniel Raymond, Israel Carter, Joel F. Hutchison, and Ranson Clements, all sworn and examined in behalf of the plaintiff, and Hezekiah Davis and George Heminger, jr. sworn and examined in behalf of the defendant; and said Heminger demanded his fees, which was paid by the defendant. It is therefore considered by me that the plaintiff is entitled to recover of the defendant the sum of eighteen dollars - $18.00 - and the defendant to a set off of $12.00. It is therefore considered by me that the plaintiff recover of the defendant the sum of six dollars, and five dollars and fifty cents of the plaintiff's costs, and the plaintiff pay all the balance. - In the action of Thomas Clark against Elisha White, I, Hezekiah Davis, jr., do 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 aforesaid, and shall fail to pay the condemnation money and cost that have accrued and may accrue in the Court of Common Pleas. Hezekiah Davis, Jr. Taken, signed and acknowledged this 6th day of October, A. D. 1841. E. W. Inskeep, J. P. The 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. E. W. Inskeep, J. P. of the aforesaid township. And afterwards, to wit, on the 26th day of April, 1842,

this cause was continued. And afterwards, to wit, on the 9th day of June, 1842, the plaintiff, by Otway Curry, his Attorney, filed his declaration, as follows: Union County Common Pleas, November Term, A. D. 1841. This cause comes into Court by appeal from the judgment of a Justice of the Peace, and thereupon Thomas Clark complains of Elisha White in a plea of the case, for that whereas the said Thomas Clark, before and at the time of the committing of the grievances hereinafter mentioned, had rented of said defendant the north east corn field of said defendants home farm in Union County, Ohio, under certain terms and conditions - in which field the plaintiff intended and expected to sow and plant corn, wheat, and other grain, and afterwards reap and enjoy an abundant harvest and great crops thereof, and other advantages gain; yet the defendant, well knowing the premises, and contriving and intending to injure the plaintiff in this behalf, heretofore, to wit, on the first day of March, A. D. 1841, and on divers other days and times between that day and the commencement of this suit, wrongfully and injuriously turned and drove in upon said field a great number of horses and cattle, to wit, twenty horses and ten cattle, which said horses and cattle trampled upon and trod down in an injurious manner the said field, insomuch that the soil and ground became hard and cloddy by reason of said trampling and treading, and rendered the same, in a great measure, unfit for tilling and cultivation, and greatly preventing and debarring the plaintiff from ploughing, sowing and planting in said field, as he otherwise might and would have done; and likewise caused his expected crops to fall very short and light, instead of being large and abundant, as they otherwise would have been. And the defendant, further contriving and intending as aforesaid, while the plaintiff had then and there rented the premises as aforesaid, and the plaintiff being then and there entitled to remove from the barn yard of said defendant, a large quantity of manure, intended by both the plaintiff and defendant to enrich and benefit said field by hauling and placing the same thereon, to their mutual advantage and profit - yet the defendant, well knowing the premises, on the several days and times aforesaid, entirely covered and overspread said manure, by casting and placing upon the same a large quantity of straw and divers other things, insomuch that the plaintiff was entirely prevented and hindered from obtaining and hauling said manure for the purpose aforesaid, as he otherwise might and would have done. And the defendant, further contriving and intending as aforesaid, while the plaintiff was then and there entitled to cut and mow a certain quantity of meadow grass, of great value, and intended to cut, mow, and put up the same at such time and in such weather as would best preserve it and render it useful and beneficial for plaintiff's horses and cattle and other stock; yet the defendant, well knowing the premises, on the several days and times aforesaid, did falsely, deceitfully and injuriously urge and importune with said plaintiff, by means whereof he induced and persuaded said plaintiff to cut and mow said meadow grass, and put up the same in bad, inclement and hazardous weather, whereby said grass, thus cut and mowed, became and was entirely lost to the plaintiff, and of no use or value whatever, by reason whereof also said plaintiff was prevented from obtaining good, fit and proper hay for his stock aforesaid, and was and is otherwise injured. By means of the committing of which said several grievances by the defendant, the plaintiff hath been and is greatly injured in his property - to his damage seventy five dollars, and therefore he brings his suit, &c. By Otway Curry, his Attorney. And afterwards, to wit, on the 19th day of July, 1842, the defendant, by Cole & Lawrence, his

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Abram Rose
vs.
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Attorneys, filed the following Plea, to wit: And the said Elisha comes and defends, &c., and says that he is not guilty of the supposed grievances laid to his charge, in manner and form as the said Thomas hath in the several counts in his declaration mentioned complained against him; and of this he puts himself upon the county: and the plaintiff doth the like. By Philander B. Cole & William C. Lawrence, his Attys. And afterwards, to wit, on the 31st day of August, 1842, this cause was continued. And afterwards to wit, on the 9th day of November, 1842, this case was dismissed by agreement of the parties, at the costs of each party, share and share alike. It is therefore ordered by the Court, that judgment be rendered against each party for one half of the costs which have accrued in the prosecution of this cause, taxed to within ninety days - and in default thereof, that execution issue therefor.

Attest: John Cassil, Clerk.

J R Swan

Abram Rose
vs.
John D. Irwin.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November in the year of our Lord, one thousand eight hundred and forty two. - Be it remembered, that heretofore, to wit, on the 2d day of November, 1841, the defendant filed the following transcript from the docket of James Turner, to wit: State of Ohio, Union County, ss. Abram Rose vs. John D. Irwin. Suit brought on account for $30.50. July 22d, 1841 - Summons issued, returnable on the 3d day of Aug., 1841, which was returned by John Hurley, const. endorsed, Served by reading - fee 0.15. Aug. 3d, 1841. - Parties appeared - plaintiff filed his bill of particulars - def. filed a bill of set. Subpoena for Jacob Catrow, which was returned by John Hurley, Const. endorsed, Served by reading - fee 0.15 - def. asked a continuance, which was granted, until the 23d day of Aug. inst. at 2 o'clock, P. M. Aug. 23, 1841 - Plaintiff appeared by Attorney; def. appeared, and asked a further continuance, which was granted upon the affidavit of def. until the 4th day of Sept. next, at 2 o'clock, P. M. Sept. 4, 1841. This day the parties appeared, and by an agreement, the cause was continued until the until the 18th inst., at 2 o'clock P. M. Sept. 18, 1841 - parties appeared, and agreed to continue the cause until the 2d day of Oct. 1841, at 2 o'clock, P. M. Oct. 2, 1841 - Subpoena issued for Jacob B. Catrow, and handed to John Hurley, const. which was returned forthwith, endorsed, Served, by reading - fee 0.15. Parties appeared - trial had - Samuel Rogers, Jacob Catrow, Sworn and examined on the part of the plaintiff. After hearing the evidence, it is considered by me that the plaintiff recover of defendant a judgment for the sum of thirty dollars, fifty cents and costs of suit. Execution issued Oct. 2, 1841, which was recalled by the def. entering bail. In the suit of Abram Rose against John D. Irwin, I, Wm. C. Mallin, do acknowledge myself bail for def. for an appeal, in the sum of seventy five dollars, to be taked on my goods and

Summons,	12½
Satisfaction,	10
Subpoena,	12½
Continuance,	10
Affidavit,	25
Continuance,	10
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Subpoena,	12½
Swearing wit.	8
Judg.	25
Bail,	25
Transcript,	31¼
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Chattels, lands and tenements, if in case the said John D. Irwin fail to pay the debt and costs, and costs that may accrue in the Court of Common Pleas. Wm. C. Malin. Taken, signed and acknowledged this 6th day of Oct. 1841. James Turner, J. P. I certify the above to be a correct transcript from my docket. Nov. 2d, 1841. James Turner, J. P. And afterwards, to wit, on the 18th day of November, 1841, the plaintiff by P. B. Cole, his Attorney, filed his declaration herein, as follows, to wit: State of Ohio, Union County, ss. Court of Common Pleas, November Term, A. D. 1841. This cause comes into Court by way of appeal from the docket of James Turner, J. P. and thereupon Abram Rose complains of John D. Irwin in a plea of assumpsit for that whereas the said John D. Irwin, on the first day of May, in the year one thousand eight hundred and forty one, at the county of Union aforesaid, in consideration that the said Abram Rose, at the request of the said John D. Irwin, had before that time, found, provided and supplied said John D. with boarding & lodging, and also found, provided & supplied horse feed, stabling & attendance, for divers horses, mares & geldings of the said John D. he the said John D. promised to pay him on demand so much money as he reasonably deserved to have therefor; & the said Abram Rose avers that he reasonably deserves to have therefor, the sum of forty dollars - yet the said John D. hath disregarded his promise, though often requested, hath not paid the said sum of money, nor any part thereof. And also for that whereas, the said John D. Irwin, on the 1st day of May, A. D. 1841, at the county of Union aforesaid, was indebted to the said Abram Rose in the sum of forty dollars, for the price & value of work then & there done & materials provided for the same by the plaintiff for the defendant at his request - And also for that whereas the said John D. Irwin, on the said first day of May in the year one thousand eight hundred & forty one, at the county aforesaid, was indebted to the said Abram Rose in the further sum of forty dollars, for money found to be due from the defendant to the plaintiff on an account then & there stated between them. And whereas, the deft. afterwards, on the first day of June, A. D. 1841, in consideration of the premises, then & there promised to pay the said several sums of money to the plaintiff on request, yet he hath disregarded his promises, though often since requested, & 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, & thereupon he sues, &c. By P. B. Cole, his Atty. And afterwards, to wit, on the 18th day of April, 1842, the defendant, by A. Hall his Attorney, filed the following plea and notice of off-set, to wit: John D. Irwin ads. Abram Rose. In Union Common Pleas, to Nov. term, 1841. And the said John D. Irwin comes and defends the wrong & injury, &c. when, &c. and says, that he did not assume and promise in manner and form as the said Abram Rose hath above thereof complained against him; and of this he puts himself upon the country - and the said Abram doth the like. By A. Hall, his Atty. The plaintiff will also take notice that the defendant on 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 forty dollars, evidenced by note hand executed by plff. & legally negotiated to the deft. And also for the sum of forty dollars for the price & value of goods before that time sold & delivered by the deft. to plff. on request - And also for forty dollars before that time lent by deft. to plff. at his request. And that the deft. will

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John Doe, ex
Martin Brou
vs.
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set off, on said trial so much of said several sums of money so due and owing as aforesaid, against any demand of the said plaintiff to be proven on said trial, as will be sufficient to satisfy & discharge said demand - and will also then & there demand a judgment against the said plaintiff for the balance of said several sums of money due to said deft., according to the Statute provided in such case. A. Hall, Atty. And afterwards to wit, on the 26th day of April, 1842, this Cause was Continued. And, afterwards, to wit, on the 31st day of August, 1842, it was ordered by the Court, that the plaintiff become nonsuit, and that judgment be rendered against the plaintiff for the costs herein, taxed to And, afterwards, to wit, on the first day of September, 1842, on motion of Plaintiff's Attorney, it was ordered by the Court, that the non-suit heretofore entered in this Case, be set aside, and the appeal be opened upon, upon the payment of the costs by the plaintiff within thirty days, and this Cause was continued. And afterwards, to wit, on the 9th day of November, 1842, came the parties, by their said Attorneys, and submitted this Cause to the Court upon the issue joined between the parties, and the Court having heard the testimony, and being fully advised in the premises, do find that the said John D. Irwin did assume and promise in manner and form as the said Abram Rose hath complained against him - and the Court here, by reason thereof, assess the damages of the said Abram Rose to thirty six dollars and fifty nine cents - Therefore it is considered that the said Abram Rose recover of the said John D. Irwin the said sum of thirty six dollars and fifty Nine Cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Attest - John Cassil, Clerk.

Abram Rose

John Doe, ex dem. Martin Brown
vs.
Thomas Crippin, George Murphy, & John M'Cauley.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith, and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 15th day of April, 1842, the plaintiff filed herein his declaration in Ejectment, which, together with the notice, reads in the words and figures following, to wit: Court of Common Pleas to April Term, A. D. 1842. John Doe complains of Richard Roe, for that Martin M. Brown, on the tenth day of September, 1841, did demise to the said John the following lands and tenements, to wit: Part of Survey No. 2998, bounded as follows: Beginning at the S. E. corner of a lot conveyed by Silas G. Strong & wife to Thomas Dixon; thence along the line eastwardly to a stake in the original east line of said survey No. 2998; thence northwardly along the orig'l line of sd. survey to the orig'l. N. E. corner thereof; thence southerly with the line of land heretofore conveyed to said Dixon, to the place of beginning - and also ten barns, ten cabins, ten messuages, ten orchards, ten houses, ten cabins, ten acres of arable land, twenty acres of wood land, ten acres of meadow land, ten orchards, ten acres of land covered by water, with the appurtenances, situate in the county of Union and State of Ohio - To have and to hold the same to the said John from the 10th day of September, 1841, for and during the term of ten years thence next ensuing. By virtue of which demise, the said

John entered into the said lands and tenements, and was possessed thereof for the time aforesaid; and the said John being so thereof possessed, the said Richard afterwards, to wit, on the 13th day of said September, 1841 ejected the said John therefrom, and other wrongs to the said John then & there done, to his damage ten dollars, and therefore he sues. By A. Hall, his Atty. To Thomas Crippin, George Murphy and John McCauley: Sirs- I am informed that you are in possession of, and claim title to, the premises in this declaration mentioned, or to some part thereof-and I being sued in this action as a casual ejector and having no title thereto, I do advise you to appear at the next term of the Court of Common Pleas within & for the county of Union & State of Ohio, and make yourselves defendants in my stead, otherwise judgment will then be taken against you by default, and you will be turned out of possession. Richard Roe. April 14th, 1842. State of Ohio, Union County, ss. John Hutchison being duly sworn, says that on the first day of August, 1842, he delivered to George Murphey & John M'Cauley certified copy of this complaint and notice, & left a certified copy at the dwelling house of Thomas Crippin some time before. John Hutchison. Subscribed & sworn to this 31st day of August, 1842. Jas. H. Gill, Clerk. And afterwards, to wit, on the 10th day of November, 1842, this cause was settled by the agreement of parties, and the costs thereof paid.

Attest: John Cassil, Clerk

Edward Bowen
vs.
William R. Woods.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 26th day of April, 1842, the defendant filed the following transcript from the docket of Justice Turner, to wit: State of Ohio, Union County. Edward Bowen vs. Albert Munsel.- Suit brot. on note which reads as follows: Due Ward & Ross or bearer the sum of sixty nine dollars and sixty one cents, for value received. June 26th, 1840. — (Signed) Albert Munsel, Dec. 30th, 1840.- This day came the defendant and confessed judgment. It is considered by me that the plaintiff recover of the defendant a judgment for the sum of seventy one dollars sixty nine cents, and costs of suit. In the above suit of Edward Bowen against Albert Munsel I, W. R. Woods, do acknowledge myself bail for the defendant for stay of execution 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, that the said Albert Munsel shall pay the above judgment and costs, and costs that may accrue. W. R. Woods. Taken, signed and acknowledged, Dec. 30th, 1840. James Turner, J. P. Execution issued Aug. 28th, 1841, which was returned by John Hurly, const. endorsed, levy

Judg.	$7.69
Justices' cost:	
Judg.	12½
Satisfac.	10
Bail bond,	25
Execution,	25
do.	25
do.	25
do.	25
do.	25
Costs on Scire facias,	62
This Transcript,	31¼

made on one, [illegible] paid plaintiff $[illegible] 25th, 1841, which levy made on [illegible] plaintiff $1.90, Oct. 30th, 184[illegible] endorsed, Nov. 5, 50 cents: the Cath[illegible] 25 cents - Rela[illegible] Execution issued endorsed, levy for 25 cents to 28th, 1841 - Ex[illegible] was returned en[illegible] fee, mileage, 5 [illegible]uary 17th, 184[illegible] execution and de[illegible] day of January returned endorse[illegible] filed his plea [illegible] failed to appea[illegible] me that the [illegible] recover of [illegible] Sixty Six dolla[illegible] judgment, int[illegible] action of Edward[illegible] edge myself ba[illegible] thirty five dolla[illegible] if in case the [illegible] and costs, and c[illegible] L. Broome. [illegible] Jan. 1842. Jam[illegible] of the proceedin[illegible] And afterwards, [illegible] settled by the ag[illegible] It is therefore [illegible] the defendant [illegible] thirty days fro[illegible]

Attest: John

Andrew J. A[illegible]
vs.
Jesse Hardi[illegible]

of Marysville in a[illegible] day of Novembe[illegible] forty two. Be it [illegible] May, 1842, the [illegible] Andrew J. Alden[illegible] writ of Replevin

made on one cooking stove - the stove sold for $2.00 - retained my fees $0.82: paid plaintiff $0.44 - paid Justice $0.73; Sept. 25th, 1841, execution issues Sept. 25th, 1841, which was returned by John Hurly, const. endorsed Oct. 5th, 1841: Levy made on one cooking stove & apparatus - the property sold for $2.00, paid plaintiff $1.90, paid Justice $0.50, retained my fees 36 cents, Oct. 23d, 1841. Oct. 30th, 1841 - Execution issued to John Hurly, Const. which was returned endorsed, Nov. 5, 1841 - Levy made on one turning lathe - Levy, mileage & advertising 50 cents: the lathe sold for $7.12½ - paid plaintiff $6.12½ - paid Justice 25 cents - retained my fees 75 cents, Nov. 27th, 1841. John Hurly, Const. Execution issued Nov. 29th, 1841, to John Hurly, const. which was returned endorsed, Levy made on one lot of chair stuff - Dec. 16th - the propert sold for 25 cents to plaintiff - fee, Levy 20 cts.: Mileage & advertising 30 cts. Dec. 28th, 1841 - Execution issued Dec. 28th, 1841, to John Hurley, const. which was returned endorsed, no property found, whereon to levy, Jan. 13th, 1842: fee, mileage, 5 cents. Received on the above $2.50. Edward Bowen. January 17th, 1842 - issued Scire facias against W. W. Woods, surety for stay of execution, and delivered it to John Hurly, const. for appearance on the 21st day of January, 1842, at 1 o'clock, P. M. January 18th, 1842. Scire facias returned endorsed, served by reading - fee 15 cents. - Jan. 20, 1842. W. W. Woods filed his plea of defence. January 21, 1842. 1 o'clock, P. M. - the parties failed to appear - no cause shown to the contrary, it is considered by me that the said Edward Bowen, plaintiff to the original judgment recover of said W. W. Woods, the surety, a judgment for the sum of Sixty Six dollars and eighty three cents, balance due on the original judgment, int. and costs, and his costs taxed here at $0.52½. In the action of Edward Bowen, against W. W. Woods, J. Robson L. Broome, do acknowledge myself bail for W. W. Woods, for an appeal in the sum of one hundred and thirty five dollars, to be levied of my goods and chattels, lands and tenements, if in case the said W. W. Woods, the appellant, fail to pay the above judgment and costs, and costs that may accrue in the Court of Common Pleas. Robson L. Broome. Taken, Signed and acknowledged before me this 31st day of Jan. 1842. James Turner, J. P. I certify the above to contain a true copy of the proceedings on my docket. April 26, 1842. James Turner, J. P. - And afterwards, to wit, on the 10th day of November, 1842, this case was settled by the agreement of parties, the defendant to pay the costs herein. It is therefore considered by the Court, that judgment be rendered against the defendant for the costs herein taxed to $ to be paid within thirty days from the rising of this Court.

Attest: John Cassil, Clerk. J. R. Swan

Andrew J. Alden
vs.
Jesse Hardin.

Pleas before his Honor Joseph R. Swan, President, and Silas C. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 5th day of May, 1842, the plaintiff filed the following praecipe and affidavit, to wit: Andrew J. Alden v. Jesse Hardin. In Replevin - Damages, $50.00. Issue writ of Replevin for one white cow. Andrew J. Alden. The above named

Andrew J. Alden 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 Jesse Hardin; and that the said goods and chattels were not taken in execution on any judgment against the said plff., nor for the payment of any tax, fine 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. Andrew J. Alden. Sworn to and subscribed before me, May 5, 1842. James H. Gill, Clerk. Whereupon, on the day and year last aforesaid, the following writ issued to the Sheriff of said county, 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 Andrew J. Alden, the goods and chattels following to wit: one white cow, which Jesse Hardin wrongfully detains from the said Andrew J. Alden, as is said; and also that you Summon the said Jesse Hardin to appear at the next term of our Court of Common Pleas to be held within and for the county of Union, to answer unto the said Andrew J. Alden, for the unlawful detention of the goods and chattels aforesaid. Damages $50.00, and have you then there this writ. Witness James H. Gill, Clerk of said Court, this 5th day of May, A. D. 1842. James H. Gill, Clerk. Said writ was returned endorsed: Served by reading to Jesse Hardin, delivering property to A. J. Alden & taking bond May 5th 1842. B. W. Steele, Shff.— Said bond reads in the words and figures following, to wit: Know all men by these Presents, That we, And. J. Alden & Reuben F. Mann are held and firmly unto Jesse Hardin in the penal sum of one hundred dollars lawful money, to the payment of which well & truly to be made, we bind ourselves, heirs, ex-ecutors and administrators, firmly by these presents. Sealed & signed by us this 5th day of May, A. D. 1842. The condition of this bond is this, whereas the said Alden, on the 5th day of May inst., sued out of the Court of Common Pleas of Union County, a writ of Replevin against the said Jesse Hardin for the following goods and chattels, to wit: one white cow, and which sd. writ is returnable at next term of sd. court — Now if the said Alden shall appear at the next term of sd. Court, and prosecute his suit to effect, and pay all costs and damages that may be awarded against him, then this obligation to be void: otherwise in full force. A. J. Alden Seal. R. F. Mann Seal. And afterwards, to wit, on the 15th day of October, 1842, the plaintiff, by Otway Curry, his Attorney, filed the following Declaration, to wit: State of Ohio, Union County, ss. Court of Common Pleas—August Term, A. D. 1842. Andrew J. Alden complains of Jesse Hardin in a plea of Replevin, for that the said Jesse Hardin, on the first day of May, 1842, at the County of Union aforesaid, was possessed of certain goods and chattels of the said Andrew J. Alden, to wit: One white cow, to be delivered to the said Andrew J. Alden, when he the said Jesse Hardin should be thereto afterwards requested. Yet the said Jesse Hardin, though requested so to do, has not delivered the said goods and chattels, nor any part thereof, to the said Andrew J. Alden—and to the said Jesse Hardin wrongfully detains the same from the said Andrew J. Alden: to his damage fifty Dollars, and therefore he sues, &c. By Otway Curry, his Atty. And afterwards, on the 22d day of October, 1842, the defendant, by Wm. C. Lawrence his Attorney, filed his plea, as follows: Jesse Hardin vs. Andrew J. Alden. In Replevin. And the said Jesse Hardin comes and defends, &c., and says that he does not wrongfully detain the goods

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Attest: Jose

Levi Wells, &c
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vs.
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State of Ohio, on
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Paris Township
Levi Wells, for
Robert Grah
vs.
James Hard
Debt,
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Execution,
Execution,
Transcript,

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20th, 1842. E
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whereon to levy
and tenements

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 county- and the said plaintiff doth the like. By Wm. C. Lawrence, his Atty. The plaintiff will take Notice, that the defendant, on the trial of this case, will insist and prove that the property in the said declaration mentioned, and right and owner=ship thereof, was in the defendant, and not in the plaintiff, as alleged in said declaration, and that the defendant will ask a judgment against the defen=dant therefor, &c. Wm. C. Lawrence, Atty. And afterwards, to wit, on the 20th day of November, 1842, came the parties by their said Attorneys, and submit this cause to the Court upon the issue joined, and the Court here find that the said Jesse Hardin doth detain the goods and chattels of the said Andrew J. Alden, in manner and form as the said Alden hath complained against him. And the Court here do assess the damages of the said Andrew J. Alden, by reason of the premises, to one dollar. Therefore it is considered by the Court, that the said plaintiff recover of the said defendant the said sum of one dollar, together with the costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

J. R. Swan

Levi Wells, for the use of Robert Graham,
vs.
James Ward.

Pleas before his Honor, Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held in the Court House in the town of Marysville, in and for the county of Union and State of Ohio, on the eighth day of November, 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 November, 1842, the plaintiff filed the following transcript from the docket of William H. Franks, to wit: State of Ohio, Union County, Paris Township, ss. Justices docket entry. Suit brought on due bill for $69. 32, dated April 14, 1841. May 10, 1841. The defendant confessed a judgment in favor of the plff.- it is therefore considered by me that the plff. recover of the defendant the sum of Sixty nine dollars & eighty three cents, and costs of suit. In the above action of Levi Wells for the use of Robert Graham, I, John D. Irwin, do acknowledge myself bail for the said James Ward for stay of execution in the sum of Eighty Dollars, to be levied upon my goods and chattels, lands and tenements, in default be made in the condition following, which is, that the said James Ward shall pay the judgment rendered against him in the action aforesaid, together with the costs, and costs that may accrue. (Signed) J. D. Irwin. Taken, signed and acknowledged before me, this 10th day of May, A. D. 1841. Wm. H. Franks, J. P. Judgment 20th, 1842. Execution (fi. fa.) issued to John Hurley, Const. which was returned on the 26th day of January, 1842, endorsed, no property found whereon to levy- mileage 15- but it is suggested to me that he has lands and tenements. January 31st, 1842. This day came John D. Irwin,

State of Ohio, Union County, ss.

Levi Wells, for the use of
Robert Graham, Plff.
vs.
James Ward, Def.

Debt,	$69. 83
Justices' Cost:	
Judg.	12½
Sat'd.	10
Bail,	25
Execution,	25
Judg. Bond,	12½
Execution,	25
Execution,	25
Execution,	25
Transcript,	31¼

the Security in the above action, and, confessed a judgment, in favor of the plff. It is therefore considered by me that the plff. recover of the Surety in the aforesaid action, a judgment for seventy two dollars & fifty seven cents, and costs of suit. February 22, 1842. Execution (fi. fa.) issued against the surety, and delivered to John Hurley, const., which was returned endorsed, levy made on one shop - levy 2 0, mileage 5, advertising 25, per centage 40 - the shop sold to plff. for $10.00. April 9th, 1842. execution issued to John Hurly, const., which was returned endorsed, no property found whereon to levy mileage 5. April 12th, 1842. John Hurly, const. May 31, 1842. Execution issued to John Hurly, const., which was returned endorsed, proceedings stayed by order of plff. May 31, 1842: mileage 5 - John Hurly, const. August 30, 1842. Execution, issued to plff., which was returned, endorsed, no property found whereon to levy - mileage 5. I do hereby certify the foregoing to be a true copy from my docket of proceedings had by and before me. Nov. 1, 1842. Wm. H. Frank, J. P. And afterwards, to wit, on the 3d day of November, 1842, the following writ of Scire facias issued, to wit - The State of Ohio, Union County, ss. To the Sheriff of said county - Greeting: Whereas, Levi Wells, for the use of Robert Graham, recovered a judgment before William H. Frank, one of the Justices of the Peace within and for the said County of Union, for the Sum of sixty nine dollars and eighty three cents for his debt, and $0.22½ cts. costs against James Ward, upon which said judgment an execution was issued by the said Frank, and returned no property found whereon to levy - and it having been suggested to the said Frank, that the said Ward is possessed of lands and tenements, as to us appears by a transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union - We therefore command you, that you make known to the said James Ward 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 tene - ments, to satisfy said judgment - 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 John Cassil, Clerk pro tem. of said Court, this 3d day of November, 1842. John Cassil, Clerk, pro tem. - And afterwards, to wit, on the 10th day of November, 1842, the defendant having failed to appear, and show cause why, &c., it is ordered that the plaintiff have his execution against the lands and tenements of the said defendant, to satisfy said judgment, and for costs herein expended, taxed to

Attest: John Cassil, Clerk.

Michael Everett

vs.

John Thomas & Abel Thomas, late partners under the name & firm of J. & A. Thomas.

and State of Ohio, on the eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that here - tofore, to wit, on the 10th day of November, 1842, the plaintiff filed the following declaration, to wit: State of Ohio, Union County, ss. Court of Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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

Common Pleas, A
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Attest: John

Matthias L
vs.
Coonrod D

and for the County
year of our Lord
on the day and yea
of B. F. Lyning,
Matthias Leable vs.
Debt,
Summons,
Judgment or
Constable's fee,
Subpoenas,
Execution,
Transcript,

For boarding
To 20 meals
Security for a bo

The parties app
the amount of

Common Pleas Nov. Term, A. D. 1842. Michael Everett complains of John Thomas and Abel Thomas, late partners in trade under the name & firm of J. & A. Thomas, in a plea of Debt, for that whereas the said defendants (by their firm name of J. & A. Thomas) on the first day of May, A. D. 1841, at the city of Philadelphia (to wit, at Marysville) made their certain writing obligatory sealed with their seal (and now here to the Court shown) and then and there delivered the same to the said Michael Everett, and thereby promised to pay the said Michael Everett or order one thousand dollars with lawful interest, twelve months after the date thereof, which period has now elapsed. Yet the said defendants have not paid the said sum of money, nor any part thereof, to the damage of said plaintiff two hundred dollars, &c. A. Hall, Atty. for Plf. And afterwards to wit, on the day and year last aforesaid, the defendants, by C. N. B. Allison, their Attorney, filed his plea as follows, to wit: In Union Common Pleas to November Term, A. D. 1842. — Michael Everett vs. John Thomas & Abel Thomas, late partners under the name & firm of J. & A. Thomas. And the said defendants now come by Charles N. B. Allison, their Attorney, and says that they cannot gainsay the plffs. right to judgment, and by virtue of a warrant of Atty. herewith filed, waives the issue and service of process, and confesses a judgment in favor of the said Michael Everett and against the said John Thomas & Abel Thomas, partners as aforesaid, for the sum of one thousand dollars debt, and ninety one $\frac{6\text{c}}{100}$ Dollars damages, and costs of suit, and hereby releases all error, and waives all right of appeal in favor of defendants. C. N. B. Allison, his Atty. Whereupon, it is considered by the Court, that the plaintiff recover of the said defendants the said sum of one thousand dollars debt, and ninety one $\frac{6\text{c}}{100}$ dollars damages, so as aforesaid confessed, and also his costs in this behalf expended, taxed to
Attest: John Cassil, Clerk.

J R Swan

Matthias Leable vs. Coonrod Schuler.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that on the day and year aforesaid, the plaintiff filed the following transcript from the docket of B. F. Ignring, a Justice of the Peace of Ouchogoquet Township, Allen County, to wit: Matthias Leable vs. Coonrod Schuler, September the 1st 1842. Suit brought on account which reads as follows, viz: Coonrad Shular, Dr. to Mathias Leable:

To 2½ months half-boarding at 2 a week,	20.00
To one gun,	1.00
To one pistol,	1.00
To one pair of steelyards,	1.00
1 fire tongs,	1.00
for Davis,	6.41
For boarding his brother,	3.93
To 20 meals victuals,	1.75
Security for a bond to Squire Singline docket, October the 4th, 1842,	30.00
	$66.09

Debt,	$66.09	
Summons,	19½	
Judgment &	25 trial.	
Constable's fee,	60	
Subpoenas,	38	
Execution,	25	
Transcript,	31¼	

The parties appeared – trial had. The said Coonrod Shuler confessed judgment to the amount of the above account of Sixty Six dollars and 9 cents – 'tis therefore con=

=sidered by me that the said Matthias Leable recover judgment of the said Coonrod Schuler and costs of suit, taxed at 1.60½ cents - Execution issued and deliod. to Const. on the 2d day of Nov. 1842. Execution retnd. endorsed, no property found to execute, nor body, this 3d day of Nov. A. D. 1842. Samuel Vanblaricon, Const. fees 35. It is suggested to me that said defendant is pos=sessed of lands liable to levy and sale on execution. State of Ohio, Allen County, Duchesgnet township, ss. I do hereby certify that the above is a true copy from my docket of the proceedings had by and before me in the above cause. Signed: B. H. Laning, Justice of the Peace of the aforesaid township. And afterwards, to wit, on the 8th day of November, 1842, the fol=lowing writ of scire facias issued, to wit: State of Ohio, Union County, ss. To the Sheriff of said county, Greeting: Whereas, Mathias Leable recovered a judgment before B. H. Laning, one of the justices of the Peace within and for the County of Allen in said State, for the sum of sixty six dollars and nine cents for his debt, and $1.60½ costs, against Coonrod Schuler, upon which said judgment an execution was issued by the said Laning, and returned no property found whereon to levy - and it having been suggested to the said Laning that the said Schuler is possessed of lands and tenements, as to us appears by a transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union - We therefore command you, that you make known to the said Coonrod Schuler to appear before our said Court of Common Pleas forthwith, to show cause, if any there be, why execution should not issue against his lands and tenements to satisfy said judgment - and further to do and receive what our said Court shall then and there consider of him in this behalf - and have you then there this writ. - Witness John Cassil, Clerk pro tem. of said Court, this 8th day of November, A. D. 1842. John Cassil, Clerk p. t. Said writ returned endorsed: Deft. not found. Nov. 8, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 9th day of November, 1842, an alias writ of scire facias issued, which reads as follows, to wit: The State of Ohio, Union County, ss. To the Sheriff of said county, Greeting: - Whereas, Mathias Leable recovered a judgment before B. H. Laning, one of the Justices of the Peace within and for the County of Allen in said State, for the sum of $66.09 debt, and $1.60½ costs against Coonrod Schuler, upon which said judgment an execution was issued by the said Laning, and returned no property found whereon to levy - and it having been suggested to the said Laning, that the said Schuler is possessed of lands and tenements, as to us appears by a transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union - We therefore command you, as we have heretofore commanded you, that you make known to the said Coonrod Schuler to appear before our said Court of Common Pleas forthwith, to show cause, if any there be, why execution should not issue against his lands and tenements to satisfy said judgment - and further to do and receive what our said Court shall then and there consider of him in this behalf - and have you then there this writ. Witness John Cassil, Clerk pro tem. of said Court, this 9th day of November, A. D. 1842. John Cassil, Clerk p. t. Said writ was endorsed: Deft. not found in my County. Nov. 9th, 1842. W. W. Steele, Sheff. —

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Attest: John

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And afterwards to wit, on the 10th day of November 1842, the defendant having failed to appear and show cause &c., it is ordered by the Court, that the Plaintiff have his execution against the lands and tenements of said defendant, to satisfy said judgment, and also for his costs herein expended, taxed to $1.50
Attest: John Cassil, Clerk.

Elizabeth Parthemore
vs.
Jacob Parthemore, Administrator of John Parthemore, dec.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith, and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 27th day of April, 1842, 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 Jacob Parthemore, Administrator of Estate of John Parthemore, dec'd., 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 Elizabeth Parthemore in a plea of Assumpsit—Damages six hundred Dollars—and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court House aforesaid, this 27th day of April, A. D. 1842. Jas. H. Gill, Clerk. Said writ was endorsed: Suit brot. to recover pay for labor, care and services rendered said Parthemore in his life time from 1831 to September, 1840, at $75 pr. year by herself & servant in housekeeping, 6003. By W. C. Lawrence, her Atty. Said writ was returned, endorsed: Served by certified copy Apl. 27, 1842. Wm. W. Steele, Shff.— And afterwards, to wit, on the 4th day of June, 1842, the plaintiff, by her said Attorney, filed the following Declaration, to wit: The State of Ohio, Union County, ss. Union County Court of Common Pleas, April term, A. D. 1842. Elizabeth Parthemore complains of Jacob Parthemore, Administrator of all and singular the goods, chattels, rights and credits of John Parthemore, deceased, at the time of his death, who died intestate, for that whereas the said John Parthemore, in his life time, to wit, on the first day of August, 1840, at the county of Union aforesaid, was indebted to the said Elizabeth Parthemore in the sum of six hundred dollars for the work and labor, care and diligence of her the said, Elizabeth, by her before that time, done, performed and bestowed in and about the business of the said John Parthemore in his life time and for the said John Parthemore and at his special instance and request—And also for divers materials and other necessaries by the said Elizabeth before that time found and provided and used and applied in and about the labor and work for the said John Parthemore and at his special instance and request, and being so indebted, he the said John Parthemore, 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 Elizabeth to pay her the said sum of money when he the said, John should be thereunto afterwards requested—yet the said, John, in his life time, and the said Jacob, administrator as aforesaid, after the death of the said John, not regarding the said promises and undertakings, but contriving and fraudulently intending craftily and subtly to deceive and defraud the said Elizabeth in this behalf, have not, nor hath either of them, as yet paid the said sum of money to the said Elizabeth, although often requested so to do—but to pay the same, or any

part thereof, to the said Elizabeth, the said John in his life time wholly refused; and the said Jacob, administrator as aforesaid, hath, ever since the death of the said John, hitherto wholly refused and still refuses so to do. And whereas, also, the said John Parthemore, deceased, in his life time, to wit, on the day and year last aforesaid, at the county aforesaid, was indebted to the said Elizabeth in the further sum of six hundred dollars, for the work and labor, care and diligence of the said Elizabeth by her the said Elizabeth before that time done and performed and bestowed in and about the business of the said John Parthemore, and for the said John and at his special instance and request, and the said John (since deceased) in his life time being so indebted, and the said sum of money being and remaining wholly due and unpaid, the said Jacob, as administrator as aforesaid, in consideration thereof, afterwards and after the death of the said John and after his appointment as such administrator, as aforesaid, to wit, on the first day of December, 1840, at the county of Union aforesaid, undertook, and then and there faithfully promised the said Elizabeth to pay her the said sum of money in this count mentioned, when he the said Jacob, as such administrator as aforesaid, should be thereunto afterwards requested - Yet the said Jacob, administrator as aforesaid, not regarding his said several promises and undertakings so by him in manner and form as aforesaid made, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Elizabeth in this respect, hath not as yet paid the said sum of money in this count mentioned, nor any part thereof, to the said Elizabeth, although often requested so to do - but the said Jacob, administrator as aforesaid, to pay the same or any part thereof, hath hitherto wholly refused, and still doth refuse, to the damage of the said Elizabeth six hundred dollars, and thereupon she brings suit, &c. By Wm. C. Lawrence, her Atty. And afterwards, to wit, on the 27th day of June, 1842, the defendant, by James W. Crawford, his Attorney, filed his plea herein, as follows, to wit: State of Ohio, Union County, ss. Union Common Pleas, April Term, A.D. 1842. And the said Jacob Parthemore, Administrator of the goods chattels, &c., of John Parthemore, dec'd, comes and defends, &c. and says that the said John Parthemore, the intestate, did not assume and promise in his life time, nor the said Jacob, as Administrator, since his death, has not assumed and promised 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. By Jas. W. Crawford, 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 intestate, and to the said Jacob Parthemore, as Administrator, &c., in the sum of eighteen hundred dollars for the price and value of goods before that time bargained and sold by the intestate to the plaintiff at her request: Also, in the sum of $1800.00 for the price and value of goods before that time sold & delivered by the intestate to the plaintiff at her request - and also in the sum of $1800.00, for the price and value of work and labor before that time done, and materials for the same, provided by the intestate for the plaintiff at her request - and also in the sum of $1800.00, for money before that time lent by the intestate to the plaintiff at her request - and also in the sum of $1800.00 for money before that time received by the plaintiff for the use of the test.- and also, in the sum of $1800.00 for boarding and lodging before that time furnished the plaintiff and her family by the intestate at her request - and also in the sum of $1800.00 for depasturing and feeding

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Paul Shurt
vs.
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twenty head of horses and forty head of cattle before that time furnished and provided by the intestate, for the plaintiff at her request -and also in the sum of $1860.00 for money before that time found to be due from the plaintiff to the intestate upon an account stated between them -and that the defendant will set off, on said trial, so much of the said several sums of money so due and owing from the said plaintiff to the said intestate's estate, and to the deft. as administrator as aforesaid, 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 & there demand a judgment against the said plaintiff for the balance of said several sums of money due to the said defendant as administrator &c. according to the statute in such case made and provided. By Jas. R. Crawford, his Atty. And afterwards, to wit, on the first day of September, 1842, this cause was continued. And afterwards, to wit, on the 10th day of November, 1842, came the parties by their said Attorneys, and thereupon came a Jury, to wit: John Reed 3d, William B. Irwin, William Worrall, John Cheney, Jesse Mitchell, John Henderson, Squire Deland, John Yost, George N. Cherry, Samuel Bareus, E. N. Cragg and Joseph Cahill, who, being empanelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do find 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 at three hundred and twenty one dollars and sixteen and one half cents, -and the said jury find due from the plaintiff to the defendant the sum of two hundred and seventy three dollars and nineteen cents, leaving due the plaintiff from the defendant, after the above allowance of set-set, the sum of forty seven dollars and ninety seven and one half cents. Therefore it is considered, that the said plaintiff recover of the said defendant, as administrator as aforesaid, the said sum of forty seven dollars and ninety seven and one half cents, his damages aforesaid, and also his costs in this behalf expended, taxed to which said damages and costs to be recovered and paid out of the goods and chattels in his hands to be administered as administrator as aforesaid. Whereupon, notice of appeal was given by the defendant.

Attest: John Cassil, Clerk.

J R Crawford

Paul Thurlo
vs.
William W. Woods. Assumpsit

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that afterwards, to wit, on the 11th day of November, 1842, the plaintiff, by his Attorney, filed the following Declaration, to wit: Union County, ss. Court of Common Pleas, Nov. Term, A. D. 1842. Paul Thurlo complains of William W. Woods in a plea of trespass on the case, for that whereas the said William W. Woods, on the 16th day of July, 1842, at the County of Union aforesaid, in the sum of six hundred and fifty four dollars and eleven cents, for money then and there had and received by the defendant for the use of the plaintiff -And whereas the defendant afterwards, on the 20 day of October, 1842, 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 damage of said plaintiff six hundred and fifty four dollars

& eleven cents; and thereupon he sues, &c., by Henry B. Curtis, his Atty. And afterwards, to wit, on the day and year last aforesaid, the defendant, by James E. Wilson, his Attorney, filed his plea, as follows, to wit: Union Common Pleas: William N. Woods } ads. Paul Shunk. And the said William N. Woods now comes by James E. Wilson, his Atty, and says that he cannot gainsay, but confesses, that the allegations in said declaration of said plaintiff are true, & that he is indebted to said Paul Shunk in the said sum of Six hundred and fifty four dollars and eleven cents; and prays the Court here to render judgment against him therefor- and by virtue of a warrant of attorney executed by said Woods on the 16th day of July, 1842, the said Attorney of said plaintiff doth release all errors if any, in process, or want thereof, or in the rendition of judgment or otherwise; and relinquishes all right of appeal in this behalf. And in like manner the said defendant also prays the Court to render judgment against him for the costs of this suit. James E. Wilson, Atty. for Deft. Therefore it is considered by the Court, that the said plaintiff recover of the said defendant the said sum of Six hundred and fifty four dollars and eleven cents, his damages so con- =fessed as aforesaid, and also his costs in this behalf expended, taxed to $\frac{}{}$

Attest: John Cassil, Clerk.

John S. Fulton
vs.
Eli Fry,
John M'Connaughey, &
John Hurley.

Pleas before his Honor Joseph R. Swan, President, and Silas C. Strong, James R. Smith and Christian Myers, his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in the town of Ma- =rysville in and for the County of Union and State of Ohio, on the eighth day of November, in the year of our Lord one thousand eight hundred and forty two. Be it remembered, that heretofore, to wit, on the 5th day of September, 1842, the petitioner, by A. Hall, his At- =torney, filed his petition in Chancery, which reads in the words and figures following, to wit: To the Honble. Court of Common Pleas in and for the county of Union in Chancery sitting: Your petitioner John S. Fulton of sd. county, rep- =resents and states to the Court, that some time in the year 1839, your petitioner sold Eli Fry, of Highland County and State of Ohio, whom your petitioner prays may be made defendant to this Bill, a certain piece or parcel of land lying in Union County, Ohio, upon which the said Fry paid to petitioner about one hundred dollars — that some 5 or six months afterwards, to wit, about the 10th day of October 1837, the said Fry made application to your petitioner to take said land back, and he the said Fry would receive the payment of the advanced amount of petitioner in any kind of property. After urging for some time, your petitioner made arrangement and executed to said Fry his two notes of hand, one for $33.33, due two years after date, and one for $33.33, due three years after date, both dated Oct. 10, 1837, said Fry promising petitioner, that if he would thus consent to cancel said land contract and execute his said notes to petitioner, he the said Fry would never sue petitioner thereon, nor suffer your petitioner to be sued or troubled for the payment of said notes in any way. Your petitioner confiding in such false promises of the said Fry, executed his notes as aforesaid — but the said Fry, disregarding his said promises, and conspiring with one John M'Connaughey of said Highland County, (whom your petitioner prays may also be made defendant to this bill) to injure and defraud your petitioner, said Fry placed in the notes in the hands of said M'Connaughey, and caused Suit

forthwith to be instituted upon said notes after they became due, against your petitioner, in the name of the said Eli Fry for the use of M'Connaughey, refusing to comply with his Fry's said promises, to receive any other thing in payment in these hard times, than money. Your petitioner being remediless by the strict rules of law then as now judgments were rendered upon said notes separately on the 23 day of March; one for $42.08 Debt, and seventy two cents costs, and one for 42.08 Debt and seventy two cents costs, before William H. Frank, a justice of the peace in and for Paris township in said county of Union, who has issued executions thereon, which said executions are in the hands of John Hurley, constable of said township, (whom your petitioner prays may also be made defendant to this bill) who now is intending to levy forthwith upon your petitioners property, and expose the same at public sale. In tender consideration whereof, your petitioner prays that said Fry & said M'Connaughey may answer all and singular the matters and things in this bill - that a writ of injunction issue, staying the further proceedings at law upon said judgments: and such other and further relief as equity and good conscience may require. John S. Fulton. State of Ohio, Union County, ss. John S. Fulton makes oath, that the matters and things as stated upon his own knowledge, are true; and those stated from the information of others, he believes to be true. John S. Fulton. Subscribed and Sworn to this 5 March 1842. John Cassil, Clk. pro tem. Said petition had the following allowance of a writ of injunction endorsed upon it, to wit: I allow a writ of injunction to issue upon petitioner's giving security in the sum of $100, conditioned as the law directs. Silas Q. Strong, Associate Judge. Whereupon, the following writ was issued, to wit: The State of Ohio, Union County, ss. To the Sheriff of Union County, Greeting: We command you that you summon Eli Fry, John M'Connaughey & 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 8th day of November, 1842, to answer the matters and charges contained in a Bill in Chancery exhibited against them by John S. Fulton, and this they shall in no wise omit under the penalty of one thousand dollars - and have you then there this writ. Witness John Cassil, Clerk pro tem. of said Court, at the Court house in Marysville, this 5th day of September, A. D. 1842. John Cassil, Clerk pro tem. Said writ was endorsed as follows by the Clerk of said Court: Injunction allowed and bail given. John Cassil, Clerk pro tem., and returned by the Sheriff endorsed as follows: Served by certified copy on John Hurley - the rest not found. Sept. 6, 1842. W. B. Steele, Shff. And on the 5th day of September, 1842, the petitioner filed his bond, with William B. Woods, his security, which reads in the words and figures following, to wit: Know all Men by these Presents, That we, John S. Fulton and William B. Woods, are held and firmly bound unto Eli Fry, for the use of John M'Connaughey in the sum of one hundred dollars, to the payment of which we jointly & severally bind ourselves, our heirs, executors and admrs. Sealed with our seal, and dated this 5th day of September, 1842. The condition of the above obligation is this - the above named John S. Fulton has obtained an allowance of an injunction in the Court of Common Pleas for Union County and State of Ohio, to stay all further proceedings upon two judgments obtained before Wm. H. Frank, a Justice of the Peace in and for Paris township in said County of Union, by the said Eli Fry, for the use of the said M'Connaughey against the said Fulton, on the 23d day of March, 1842, each, for the sum of $42.08 and 72 cents costs, until the matter thereof can be heard in equity. Now if the said John S. shall pay all moneys and costs due,

or to become due, from him in said judgments at Law; and all moneys and costs which shall be decreed against the said John L. in case said injunction shall be dissolved, then this obligation shall be void, otherwise in force. John L. Fulton Seal. W. W. Woods Seal. And afterwards, to wit, on the 11th day of November, 1842, this case came on to be heard upon the bill by consent of parties, and was argued by counsel, whereupon, and the Court being fully advised in the premises, do hold that there is no equity in the bill - and thereupon the Court do order that the injunction hereinbefore granted, stand absolutely dissolved, and the bill dismissed. And it is further ordered and decreed by the Court, that the said John L. Fulton pay unto the said Eli Fry for the use of John M'Conaughey the sum of eight hundred eight dollars & 60/100, it being the amount of the judgment, interest thereupon to this time, and costs below; and also the sum of four dollars and forty three cents, the Statutory penalty of five per cent. upon the dissolution of an injunction and the dismissal of the bill; and it is further ordered by the Court, that the complainant pay the costs herein, taxed to within thirty days; and in default thereof, that execution issue as in cases at law.

Attest: John Cassil, Clerk.

Andrew Keyes, Administrator of Mary Wheeler,
vs.
Mary Runyon and James Lewis Lane.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, 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 November, 1841, Andrew Keyes, administrator of Mary Wheeler, filed his petition in Chancery, as follows, to wit: To the Honorable the Court of Com. Pleas in Session - The undersigned, administrator with the will annexed of Mary Wheeler, late of this County, dec'd., would respectfully represent, that he has progressed with the administration of said Estate with all due despatch, and finds due the said estate the sum of $533.55/100, and that there is due to others from said the sum of $637.24/100 - that the said Mrs. Wheeler died possessed of an equity to in lot No. 21 in the town of Milford, this County; for a more particular description, reference is here made to the recorded plat of said town - that there are now but two heirs and representatives of the said Mary Wheeler in esse: Mary Runyon, daughter of said Mary Wheeler and wife of Isaac Runyon, both of the county of Union, who herewith appear and file their answer and consent to this bill, and James Lewis Lane, grand son of the said Mary Wheeler, deceased, a minor and resident of this County, whom your petition prays may be made defendants to this bill. The prayer of your petitioner therefore is, that your petitioner may be authorized, by an order of this Court, to sell the equity of said lot, to enable your petitioner to complete the payments of the debts and legacies of said estate, and as in duty bound, he will ever pray &c. By W. C. Laurence, his Sol. - Andrew Keyes. And afterwards, to wit, on the day and year last aforesaid, 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 sammon James Lewis Lane to appear forthwith before our Court of Common Pleas

in and for the county aforesaid at the Court house in said county, to answer the matters and charges contained in a Bill in Chancery exhibited against him=self and others, by Andrew Reyes, Admt. with will annexed of Mary Wheeler, and this he shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ. Witness James H. Gill, Clerk of said Court at the Court House in Marysville, this third day of November, A. D. 1841. James H. Gill, Clk.- Said writ was returned endorsed: Served by certified copy Nov. 4, 1841. W. W. Steele, Sheff. And afterwards, to wit, on the 29th day of April, 1842, on motion of Mr. Lawrence, counsel for petitioner, it was ordered by the Court that P. B. Cole be appointed guardian ad litem for the infant defendants to the petition, who thereupon appeared in open Court, and accepted said appointment. And on the 31st day of August, 1842, said Cole filed his answer, as follows: The separate answer of P. B. Cole in his own to a bill of complaint exhibited against himself and others by Andrew Reyes, administrator with the will annexed of Mary Wheeler, dec'd. This dept., by Philander B. Cole, his guardian ad litem, answering to said bill, says that he cannot gainsay the allegations of said bill, but submits his case to the Court, and prays further to be dismissed with his costs; and as, in duty bound he will ever pray, &c. By P. B. Cole, guardian ad litem. And afterwards, to wit, on the first day of September, 1842, this cause came on to be heard upon the bill, and answer of the guardian ad litem of the defendants, and thereupon, on motion of Mr. Lawrence, counsel for the petitioner, it was ordered by the Court, that said Andrew Reyes proceed, according to law, to sell said Real Estate in said petition described, upon the following terms, to wit: one third cash in hand, one third in one year, and one third in eighteen months, to be secured to the satisfaction of said administrator, with interest, from the day of sale; and it is further ordered by the Court that the said administrator 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 12th day of November, 1842, on motion to the Court by W. C. Lawrence, Counsel for petitioner, it was ordered by the Court, that the order of this Court [made at their last term] appointing Matthew Gooding, Jacob Fairfield and David Burnham, appraisers of the premises in the bill described returnable to that term, be now entered as of that term, which is done accordingly - which said appraisers, on the day and year last aforesaid, filed herein their return, as follows: A true and accurate inventory of the Real Estate of which Mary Wheeler died seized and possessed, late of Union township & County of Union State of Ohio, as presented to the undersigned David Burnham, Matthew Gooding & Jacob Fairfield, appraisers appointed by Andrew Reyes, Administrator of said estate of Mary Wheeler, deceased, with the will annexed, to wit: a part of in-lot No. 91 in the town of Milford, containing 30 square rods, 5 rods in front and 6 rods back. The improvements are a dwelling house and stable, and we appraise the same at three hundred and fifty dollars ($350.) and we do further certify that said lot is all the real estate belonging to the estate of said Mary Wheeler, dec'd, of which we have any knowledge.- Given under our hands this 5th day of November A. D. 1842. Matthew Gooding, David Burnham, Jacob Fairfield, Appraisers. State of Ohio, Union County, ss. Before me, Elias Topliff, a Justice of the Peace in and for said County, personally came David Burnham, Matthew Gooding & Jacob Fairfield, appraisers of the real estate of Mary Wheeler, late of Union township, in said county, dec'd. and were sworn well and truly to appraise all the real estate of said deceased, of which they have any knowledge. Given under my hand this 5th day of Nov. 1842. Elias Topliff, J. P. And afterwards, to wit, on the day

and year last aforesaid, the said Andrew Reyes filed herein the following, to wit: I proceeded to and advertised for sale at public vendue in five public places in Union County, on the 8th day of Nov. A. D. 1842. five weeks previous to said 8th of Nov., and issued an order to Matthew Gooding, David Burnham & Jacob Fairfield, freeholders of said County, a copy of which is hereunto annexed, marked A, to proceed to appraise the within named real estate, and return to me a Schedule of the same, who proceeded to appraise the same, and returned a Schedule which is hereunto annexed, marked B - offered said real estate for sale on the aforesaid 8th of Nov., and sold the same to Warren Rose, he being the highest bidder, for ($245) two hundred and forty five dollars took his notes, one of $81.66, payable eighteen months after date - one of $81.66, payable twelve months after, date, with interest, and $81.66 cash down. Given under my hand this 8th day of Nov. 1842. Andrew Reyes, Admr. And afterwards, to wit, on the 12th day of November, 1842, on motion to the Court, and upon producing the proceedings of the administrator in the sale of the premises, and finding the same regular and formal, in conformity with the statute, do order the administrator to execute to the purchaser, Warren Rose, his deed, with the proper covenants, to convey and confirm the same to the said purchaser.

Attest: John Cassil, Clerk.

J. R. Swan

Michael Kuhn vs. John Geer.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighth day of November, in the year of our Lord one thousand eight hundred and forty two. - Be it remembered, that heretofore, to wit, on the 19th day of February, 1842, the plaintiff filed herein a transcript from the docket of John Jolly, a copy of which is given below, and upon which was endorsed the following allowance, to wit: I allow a writ of certiorari to issue in this case upon giving security as the law directs. Silas G. Strong, Associate Jud. Union Com. Pleas. Whereupon, on the 21st day of February, 1842, the following writ issued to said Jolly, to wit: The State of Ohio, Union County, ss. To John Jolly, Esqr. a Justice of the Peace within and for the Township of Darby in the 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 Geer was plaintiff and Michael Kuhn was defendant, and wherein you, on the 12th day of February, 1842, rendered a judgment for the sum of one dollar damages and the sum of nineteen 53/100 Dollars costs in favor of the said John Geer, and against the said Michael Kuhn, 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 said county, on the first day of their next term. Witness James H. Gill, Clerk of said Court, this 21st day of Feb, 1842. Jas. H. Gill, Clerk. Said writ of certiorari was returned endorsed: Served by certified copy, Febr. 24, 1842, W. W. Steele, Shff. And afterwards, to wit, on the 23d day of February, 1842, the following notice was served upon the said Geer, to wit: To John Geer - You are hereby notified, that at my instance a writ of certiorari has been allowed and issued to remove into the Court of Common Pleas of Union County a judgment rendered against me

and in your favor, o
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Michael Kuhn, defend
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trial to be 2d Feb. 184
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Subpoena for 6 witnes
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Feb. 22. - Subpoena for
witnesses, 20
Venire for Jury, 2
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Feb. 2d, 1842. The parti
appeared & defnt. mov
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until the 12th instant, at
o'clock, A. M.

and in your favor, on the 12th day of Feby. 1842, by John Jolly, a Justice of the Peace in & for Darby township & County aforesaid, for the sum of one dollar damages and nineteen dollars 53½ cents costs; and that, at the next April term of said court, I shall pray a reversal of said judgment. Feby. 23d, 1842. Michael Kuhn. Said notice was returned endorsed: Served by certified copy Febr. 24, 1842. N. W. Steele, Shff. And heretofore, to wit, on the 21st day of February, 1842, the said Michael Kuhn filed herein his bond, with Peter Snider his security, which reads in the words and figures following, to wit: Know all Men by these Presents, That we, Michael Kuhn and Peter Snider, of the County of Union and State of Ohio are held and firmly bound unto John Geer of the County and State aforesaid, in the penal sum of one 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 21st day of February, A. D. 1842. The condition of the above obligation is such, that whereas the said Michael Kuhn hath this day obtained an 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 one dollar damages and nineteen & 53½/100 Dollars costs, lately rendered against him the said Michael Kuhn by John Jolly a Justice of the Peace in and for said county of Union in a certain action then pending before him, wherein the said John Geer was plaintiff and the said Michael Kuhn was defendant: Now if the said Michael Kuhn 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 judgement that may be rendered against the said Michael Kuhn on the further trial of said cause after the said judgment of the said Justice of the Peace shall have been reversed or set aside, then this obligation shall be void - otherwise in full force and virtue in law. Michael Kuhn [Seal] Peter his + mark Snider [Seal] In presence of A. Hall, S. B. Johnson. And afterwards, to wit, on the 25th day of April, 1842, the following transcript was filed herein, to wit: Suit brought on account (viz.) Jan'y. 26th, 1842. Michael Kuhn Dr. to John Geer in damage failing to work one month and one half month according to contract, to the amount of twelve dollars. Signed, John Geer. Jan. 26, 1842. - Summons returned, served by reading to defendant - Const. fees, Serving 00.10 cts. mileage 25 - 35. Daniel Mitchell, Const. Subpoenas returned 28th Jan. 1842, served, viz.: John B. Bishop, by reading 10 - Philip Snider by reading 10 - George Ruhl by copy 12½; Conrod Whiteman by copy 12½ - George Gunderman by reading 10 - M. Gooding by reading 10 - Lawrence Turner by copy 12½ - George Fenell by copy 12½ - 90. Mileage for all the witnesses 50 - on Summons 1.40. Daniel Mitchell, Const. 35 - $1.75. Febr. 2d, 1842. Witnesses for plaintiff: Philip Snider, John B. Bishop, George Gunderman, Conrod Whiteman, George Ruhl, Lawrence Turner, & he ordered subpoena for John Delp. Defendants witnesses: M. Gooding, George Fensil, & ordered subpoena for John G. Fensil, and M. Gooding not present. For plaintiff: John B. Bishop 1st trial $00.50 - 2d trial $00.50 - Philip Snider 1st trial 50, 2d do 50. George Ruhl 1st trial 50, 2d do. 50. Conrod Whiteman 1st trial 50, 2d do. 50. Jorge Gunderman 1st trial 50, 2d do. 50. Lawrence Turner 1st trial 50, 2d do. 50. John Delp 2d do. 50. Leonard Geer not subpoenaed sworn, 2d do. 50: $7.00. George Fenil for deft. 1st, 50 do. M. Gooding do. 50 John G. Fenil do. 50. Sixtus Kendal & Henry Snider not subpoenaed,

John Geer, plaintiff, ss. Michael Kuhn, defendant: Damage $12.00. Summons issued Janr. 26th, 1842 - trial to be 2d Feb. 1842, at 10 o'clock, A. M. Justice fees: Summons $00.12½ Subpoena for 6 witnes for plaintiff 00.37½. Defendant 2 witnesses, M. Gooding & Young Fencil near Bishops $00.08 — 53

Feb. 2d. - Subpoena for 3 witnesses, 20½

Venire for Jury, 25 — 98½

Feb. 2d, 1842. The parties appeared & defnt. moved for a jury, which was agreed to by plaintiff, & adjourned until the 12th instant, at 10 o'clock, A. M.

Adjournment 10, ans above qt= $1.08½ Feb. 7th, 1842 - venire returned served by reading to all the jury - for service 60 - mileage 45 $1.05. D. Mitchell, Const. Case of J. Geer & M. Kuhn, continued from page 34th. Febr. 2d, 1842, issue subpoena for John Delp for plaintiff & M. Gooding, & John G. Fensil for deft. Feb. 7. Subpoena returned, served by copy on M. Gooding, & by do. J. G. Fensil, & on John Delp by reading. Const. fees for service by 2 copies 25 - by reading to 1, 10 - mileage 75. $1.10. D. Mitchell, Const. Jury fees, viz.: John W. Robinson 50, Wm. M. Robinson 50, Samuel Sager 50, Elias Jolley 50, Mindle Brown 50, C. Rathbun 50 - plaintiff paid $3.00. Const. fees attending on jury 10.50. $3.50. Const. fees above 3.90. Const. & jury fees $7.40. Witness fees: Philip Snider 1.00, J. B. Bishop 1.90 G. Zimmerman 1.00, C. Whiteman 1.00, C. Ruhl 1.00, L. Turner 1.00, J. Delp 50, L. Fee 50 for plaintiff $7.00. For defendant G. Fensil 1.00, M. Gooding 50, J. G. Fensil 50, S. Kendal 50, Henry Snider 50 - $3.00 / 7.00 } $10.00. Justices fees on page 34, $1.08½ Swearing 6 jurors, 24 - do. 13 witnesses 52 - do. 1 interpreter 4. For entering judgment on verdict of jury 25 $2.13½. Witnesses fees 10.00. Const. fees 4.40 - jury fees 3.00 $19.53½ Damage 1.00 = 20.53½. Transcript at defts. request, which he pais 50. 31. Feb. 24th - execution issued by order of plaintiff 25. $20.53½ $20.78½. Feb. 25th. Execution returned, money made in full $20.78½. Const. fees per centage 80, mileage 25 $1.05. Retained my fees. Wm. Orr, Const. Returned Feb. 25, 1842 at 8 o'clock A.M. Same day 3/4 after 8 I received by Samuel

& both sworn 2d trial 1.00 - 9.50. - 50 - Total witnesses fees $10.00. Venire issued Feb. 2, 1842, for 6 jurors, viz.: John W. Robinson, Charles Rathbun, John Brown, Samuel Sager, Wm. M. Robinson & Elias Jolley, to appear at this office to serve as Jurors in the case of John Geer & Michael Kuhn on the 12th day of Feb. A.D. 1842, Feb. 12th, 1842. The jury all appeared, except John Brown - he being sick, is excused, and Mindle Brown taken by the Const. D. Mitchell, to fill the vacancy, & the parties being satisfied therewith. The jury being sworn according to law, & then the witnesses being all called & sworn, according proceeded to trial, and after witnesses subpoenaed being called & sworn, plaintiff moved that Leonard Geer be sworn as a witness, which was done, & defendant moved that Veitus Kendal, & Henry Snider be sworn as witnesses, which was done - and after pleadings by Curry & Hall, the Jury was conducted by Const. Daniel Mitchell to a place by themselves: and after deliberating on the matter, they returned with their (viz.)

John Geer
vs.
Michael Kuhn.

We, the Jury in the above case, do consider that plaintiff recover of the defendant one dollar damage & costs.

Signed,

John W. Robinson,
Wm. M. Robinson,
Samuel Sager,
Elias Jolley,
Mindle Brown,
C. Rathbun.

Whereupon, judgment was entered accordingly on docket by me. John Jolley, J. P. Seal. A. Hall, deft. atty. filed an exception, viz. John Geer vs. Michael Kuhn. On trial of this case, the plaintiff offered in evidence an agreement in writing in the German language, of which the following was by a sworn interpreter, known to be a copy: Agreement between John Geer & Michael Kuhn. John Geer promises to Michael Kuhn forty cents a week for work this winter till March, 1842. Oct. 19th, 1841. John Geer, Michael Kuhn. Plff. then introduced other evidence to show that deft. had left plff. time before the expiration of the time, March, 1842, and rested. Defendant then moved the Court for a nonsuit, because the contract did not bind defendant to labor any length of time - that said contract was taken for the (*engteation*, this is as I can copy) Geer as to price, &c.; that the contract contained no covenant on the part of deft. binding to labor

Patch a copy of a writ
certiorari signed W. W. Ste
Sheriff, & 5 minutes af
o'clock, defendant produ
order from James H. Gill
=call the execution, & in ob
to 1d. writ, I have stayed
=ceedings. John Jolley, J.

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Patch a copy of a writ of certiorari signed W. W. Steele, Sheriff, & 5 minutes after 9 o'clock, defendant produced order from James H. Gill to re=call the execution, & in obedience to sd. writ, I have stayed pro=ceedings. John Jolley, J. P.

until March, 1842. The Court decided that the contract bound Deft. to labor till March, 1842, & overruled the motion. Deft. excepted.- John Jolley, J. P. And after the pleadings through, A. Hall, Atty. for Deft, filed another exception, viz. John Geer vs. Michael Kuhn. The deft. asked the Court to instruct the jury that if the plaintiff claims damages, he must show by testimony before the jury in hot amount of damage he has sustained; and if he fails to show specifically some damage, this action cannot be sustained, and the verdict, in absence of such proof, should be for the deft. The Court refuses so to instruct, but decided contrarily - the deft. excepted, & prayed the Court to sign & seal this exception. John Jolley J. P. April 23d, A. D. 1842. And in obedience to the writ of certiorari to send a transcript of the proceedings in the case of John Geer & Michael Kuhn, this is as true copy as I am able to give - and I do verily believe it to be correct. Justices' fees for this copy or transcript $00.31½. John Jolley, J. P. (Seal) And after=wards, to wit, on the 25th day of April, 1842, A. Hall, Attorney for Michael Kuhn, filed the following, to wit: Michael Kuhn vs. John Geer. Certiorari. In Union County Court of Common Pleas to April Term, A. D. 1842. And the said Michael Kuhn comes and says, that there is error in the record and proceedings aforesaid, in this, to wit: 1st. The Court erred in deciding that said contract bound said Kuhn to labor until March, 1842. 2d. The Court erred in deciding that said contract was executed for any other purpose than for the protection of Geer as to price from week to week. 3d. The Court erred in deciding that Geer could recover damage in the absence of all proof that he had sustained damage. 4th. The Court erred in refusing to grant a nonsuit on motion. 5th. Said contract con=tains no covenant on the part of Kuhn, except to charge no more than forty cents per week while he did labor; and therefore the Court erred in deciding adversely. 6th. Judg=ment should have been for defendant and not for plaintiff. A. Hall, Atty. for Michael Kuhn. And afterwards, to wit, on the first day of September, 1842, this cause came on to be heard on the transcript of the Record and proceedings before John Jolley, and was argued by counsel, in consideration whereof, it is ordered and adjudged by the Court, that the judgment of the said John Jolley be and the same is hereby affirmed with costs. Therefore, judgment is entered for the sum of one dollar, the amount of damages recovered before the said John Jolley by the said John Geer, and also his costs herein expended, taxed to . And afterwards, to wit, on the 11th day of November, 1842, on motion to the Court by defendants counsel, it is ordered that the decision of this Court made in this cause at the last term of this Court, be cer=tified to John Jolley, and that the said John Jolley pay over the moneys in his hands, in manner as if the judgment on his docket against said Kuhn in favor of said Geer, had never been brought up to this Court by the writ of Certiorari in this case.

Attest: John Cassil, Clerk.

John Doe, ex demise
Lyne Starling
vs.
Richard Roe:
Nathan Hompsted, Tenant.

Pleas before his honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 8th day of November, 1841, came Lyne Starling by his Attorneys W. & K. Thomas, 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 figures following, to wit: Union County, ss. State of Ohio—Court of Common Pleas, August Term, A. D. 1842. John Doe complains of Richard Roe, for that Lyne Starling, on the 20th day of October, in the year of our Lord one thousand eight hundred & thirty seven, at Union County aforesaid, had demised to the said John the following lands and tenements, to wit: Lot Number Eleven (11) of the subdivision of Survey number two thousand nine hundred & ninety one (2991) in the name of John Phillips, situate between the lots sold to Adams & Atkinson, containing ninety acres, more or less, in said Survey—and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, ninety acres of arable land, ninety acres of meadow land, ninety acres of pasture land, ninety acres of wood land, ninety acres of land covered with water, and ninety 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 20th day of October in the year aforesaid, for and during the term of twenty years, thence next ensuing. And also for that Lyne Starling, on the 20th day of October, in the year of our Lord one thousand eight hundred and thirty seven, at Union county 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 of Union—to have and to hold the same to the said John, from the 20th day of October, in the year aforesaid, for and during the term of twenty years thence next ensuing. By virtue of which said several demises, the said John entered into the said 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 1st day of November, 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 ten dollars; and therefore he sues, &c. By W. & K. Thomas, his Attys. Mr. Nathan Hempsted. 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

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Lyne Starl
vs.
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Wray Thomas, of Franklin County, makes oath and says that he, on the 21st day of October, A. D. 1842, did personally serve Nathan Hempsted, tenant in possession of the premises in the within declaration mentioned or a part thereof, with a true copy of the within declaration & notice, by leaving the same at his house & in the hands of his the said Hempsteds wife — having read at the same time the said declaration & notice to the wife of the said Nathan Hempsted, and made her acquainted with the intent & meaning thereof. Wray Thomas. Sworn to & subscribed before me, a justice of the peace in & for Union County, this 25th day of Oct. A. D. 1842. Amos A. Williams, J. P. And afterwards, to wit, on the 9th day of November, 1842, the following consent rule was filed, to wit: And the said Nathan Hempsted comes and confesses the lease, entry and ouster in the said declaration mentioned, and admits himself to be in possession of the following lands and tenements, to wit: Lot No. Eleven (11) of the subdivision of Survey number two thousand nine hundred and ninety one (2991) in the name of John Philips, situate between the lots sold to Adams & Atherton, containing ninety acres, more or less, in said Survey, parcel of the premises in the said declaration mentioned — and for plea says, that he is not guilty of the trespass and ejectment in the said declaration alleged against him — and of this he puts himself upon the County; and the said John Doe doth the like! By Allison & Hall, his Attorneys. And afterwards, to wit, on the day and year first herein aforesaid, came the parties by their Attorneys, and submitted this cause to the Court upon the issue, joined, and the Court here find that the said Nathan Hempsted is guilty of the several trespasses and ejectments laid to his charge, in manner and form as the said John Doe hath complained against him, and they do 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 Nathan Hempsted his said terms yet to come of and in the tenements aforesaid with the appurtenances, and also his said damages by the Court aforesaid assessed, together with his costs herein expended, taxed to dollars.

Attest: John Cassil, Clerk. Joseph R Swan

Lyne Starling
vs.
William M. Robinson.

Pleas before his Honor Joseph R. Swan, President, and Silas C. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 8th day of November, 1842, 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 William M. Robinson 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 Lyne Starling in a plea of Assumpsit. Damages two thousand dollars. And have you then there this writ. Witness John Cassil, Clerk pro tem. of said Court, at the Court House aforesaid, this 8th day of Nov. A. D. 1842. John Cassil, Clerk p. t. Said writ was endorsed: "Suit brot. on three notes of hand given by deft. to pltff.; the 1st & 2d for $232 each, both dated June 19th, A. D. 1838, and payable in one and two years from the date thereof, the third for $230.50, and dated June 19th, 1838, and payable

in three years from the date thereof, also for land bargained & sold, money had & rec. money let, acct. stated, &c". W. & R. Thomas, Attys. for plffs. Said writ was returned endorsed: "Sewed by certified copy Nov. 8, 1842. N. W. Steele, Sheff."— And afterwards, to wit, on the 8th day of November, 1842, the plaintiff filed the following declaration, to wit: State of Ohio, Union County, ss. Court of Common Pleas, November Term, A. D. 1842. Lyne Starling complains of William M. Robinson in a plea of assumpsit, for that whereas the said William M. Robinson, on the 19th day of June, A. D. 1838, at the County of Union aforesaid, made his promissory note in writing of that date, and delivered the same to the said Lyne Starling, and thereby promised to pay the said Lyne Starling or order two hundred and thirty two dollars with interest, in one year after the date thereof, which period has now elapsed, and the said William M. Robinson then and there, in consideration of the premises, promised to pay the amount of the said note to the said Lyne Starling, according to the tenor and effect thereof. Also, for that whereas the said William M. Robinson, on the 19th day of June, A. D. 1838, at the County aforesaid, made his certain other promisory note in writing of that date, and delivered the same to the said Lyne Starling, and thereby promised to pay the said Lyne Starling or order two hundred and thirty two dollars with interest, in two years after the date thereof, which period has now elapsed - and the said William M. Robinson then and there, in consideration of the premises, promised to pay the amount of the said note to the said Lyne Starling, according to the tenor and effect thereof. Also, for that whereas the said William M. Robinson, on the 19th day of June, A. D. 1838, at the County aforesaid, made his certain other promissory note in writing of that date, and delivered the same to the said Lyne Starling, and thereby promised to pay the said Lyne Starling or order two hundred, and thirty dollars, and fifty cents, with interest, in three years after the date thereof, which period has now elapsed - and the said William M. Robinson then and there, in consideration of the premises, promised to pay the amount of the said note to the said Lyne Starling, according to the tenor and effect thereof. And also, for that whereas the said William M. Robinson, on the 19th day of June, A. D. 1838, at the County aforesaid, was indebted to the said Lyne Starling in six hundred and ninety six dollars for the price and value of one hundred and fifteen & 3/4 acres of land, part of Survey No. 3482, in the name of R. Stephenson, beginning at the upper corner of land sold to J. Robidson on the east bank of Darby creek by L. Sullivant; thence N. 53° E. 195 poles to two ashes and an elm in said Robinson's upper line; thence N. 37 W. 85 poles to a hickory & ash; thence S. 53 W. 240 poles to 2 white oaks, 2 sugars & a hickory on the bank of the creek; thence down the creek with the meanders thereof to the beginning, bargained and sold by the plaintiff to the defendant at his special instance and request; and in six hundred and ninety six dollars for money then and there lent by the plaintiff to the defendant at his request; and in six hundred and ninety six dollars for money then & there paid by the plaintiff for the use of the defendant at his request; and in six hundred and ninety six dollars for money then and there received by the defendant for the use of the plaintiff; and in six hundred and ninety six 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 1st day of January, A. D. 1842, in consideration of the premises,

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Lyne Starlin
vs.
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then and there promised to pay the said last mentioned several sums of money to the plaintiff on request; yet though oftentimes requested, 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 thousand dollars, and thereupon he brings suit, &c. By W. & K. Thomas, Attys. for pltff. And afterwards, to wit, on the day and year first herein aforesaid, came the said Lyne Starling by his Attorney, and the said William M. Robinson, though solemnly called, came not, but made default; whereupon it is considered that the said Lyne Starling 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 Lyne Starling to eight hundred and ninety five dollars and seventy six cents - Therefore it is considered that the said Lyne Starling recover of the said William M. Robinson the said sum of eight hundred and ninety five dollars and seventy six cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Attest - John Cassil, Clerk. -

J. K. Swan

Lyne Starling
vs.
Daniel Coe.

Pleas before his Honor Joseph K. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty-three. Be it remembered, that heretofore, to wit, on the 8th day of November, A. D. 1842, 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 Daniel Coe to appear forthwith, before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said county, to answer unto Lyne Starling in a plea of Asumpsit - Damages Eight Hundred Dollars. And have you then there this writ. Witness John Cassil, Clerk pro tem. of said Court, at the Court house aforesaid, this 8th day of Novr. A. D. 1842. John Cassil, Clerk pro tem. Said writ was endorsed: Debt brot, on two notes of hand given by deft. and Daniel Allen, since dec. to the pltff. for $201.37½ each, both dated April 20, A. D. 1834, and payable the 1st in one year, and the 2d in two years from the date thereof. Also, for land bargained & sold, money had & rec'd. Money lent, acct. stated, &c. W. & K. Thomas, Atty. for Pltff. Returned endorsed: Serv'd by certified copy Novr. 9, 1842. W. W. Steele, Sheriff. And afterwards, to wit, on the 9th day of November, 1842, the plaintiff filed his declaration, as follows: State of Ohio, Union County, ss. Court of Common Pleas, November Term, A. D. 1842. - Lyne Starling complains of Daniel Coe in a plea of Assumpsit, for that whereas the said Daniel Coe and one Daniel Allen since deceased, on the 20th day of April, A. D. 1834, at the county of Union aforesaid, made their joint promissory note in writing of that date, and delibered the same to the said Lyne Starling, and thereby promised to pay the said Lyne Starling or order two hundred and one dollars & 37½ cents with interest in one year after the date thereof, which period has now elapsed; and the said Daniel Coe then and there, in consideration of the premises, promised jointly with the said Daniel Allen since deceased, to pay the amount of the said note to the said Lyne Starling, according to the tenor and effect thereof. And also for that whereas the said Daniel Coe and one Daniel Allen, in his life time, now deceased, on the 20th day of April, A. D. 1834, at the county aforesaid, made their

certain other promissory note in writing of that date, and delivered the same to the said Lyne Starling, and thereby promised to pay the said Lyne Starling or order two hundred and one dollars and 37½ cents, in two years after the date thereof, which period has now elapsed — and the said Daniel Coe, then and there, in consideration of the premises, promised jointly with the said Daniel Allen, since deceased, to pay the amount of the said note to the said Lyne Starling, according to the tenor and effect thereof. And also for that whereas the said defendant and one Daniel Allen in his life time, now deceased, and whom the said defendant hath survived, on the 1st day of January, A. D. 1842, at the county aforesaid, were indebted to the said plaintiff in the sum of four hundred and two dollars & 75 cents, for the price and value of one hundred and thirty four & ¼ acres of land, be=ginning in the line of Wm. Woods' survey of 400 acres at a white oak & dogwood, lower back corner of land deeded to Coe of 200 acres; running thence with Woods' line N. 53 E. 191 poles to the east line of survey No. 2979, & back corner to said Woods; thence N. 37 W. with said east line 113 poles to two ashes, hickory & maple; thence S. 53° W. 191 poles to a hickory, elm & red oak, upper back corner to said Coe; thence S. 37° E. 112 poles to the beginning — bargained and sold by the plaintiff to the defendant and the said Daniel Allen in his life time, at their special instance and request; and in four hundred and two dollars & 75 cents for money then and there lent by the plaintiff to the defendant and the said Daniel Allen in his life time, at their request; and in four hundred and two dollars & 75 cents for money then and there paid by the plaintiff for the use of the defendant and the said Daniel Allen in his life time at their request; and in four hundred & two dollars & 75 cents for money then and there re=ceived by the defendant and the said Daniel Allen in his life time for the use of the plaintiff; and in four hundred and two dollars & 75 cents for money found to be due from the defendant and the said Daniel Allen in his life time to the plaintiff on an account then and there stated between them. And whereas afterwards the said defendant, and the said Daniel Allen in his life time, to wit, on the 1st day of January, A. D. 1843, in consideration of the premises, then and there promised to pay the said last mentioned sums of money to the plaintiff on request; yet the said defendant and Daniel Allen, in the life time of the said Daniel Allen, and the said defendant, since the death of the said Daniel Allen, not regarding the said several promises so by them made as aforesaid, have not, nor hath either of them, as yet paid the said several sums of money, or any or either of them, or any part thereof, to the said plaintiff (although oftentimes requested so to do;) but to pay the same, or any part thereof, to the said plaintiff, the said defendant, and Daniel Allen in the life time of the said Daniel Allen, wholly refused, and the said defendant hath ever since the death of the said Daniel Allen, hitherto wholly refused, and still refuses so to do, to the damage of the said plaintiff eight hundred dollars, and thereupon he brings Suit, &c. By R. & R. Thomas, Attys. for pltff. And afterwards, to wit, on the day and year first herein aforesaid, came the said Lyne Starling by his attorney, and the said Daniel Coe, though solemnly called, came not, but made default; whereupon it is considered that the said Lyne Starling 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 Lyne Starling

to three hundred and eighty six dollars and forty seven cents – Therefore it is considered that the said Lyne Starling recover of the said Daniel Coe the said sum of three hundred and eighty six dollars and forty seven cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

J R Swan

Nehemiah Gregory,
Levi J. Burr, &
Mary E. Gregory,
(late partners, trading under the name & style of Gregory, Burr & Co.)
vs.
William W. Woods.

Pleas, before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 9th day of October, A. D. 1840, the writ of summons, to wit: State of Ohio, Union County, Greeting: We command you to summon W. W. Woods plaintiffs sued out the following 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 Nehemiah Gregory, Levi J. Burr & Mary E. Gregory, late partners trading under the name and style of Gregory, Burr & Co. in a plea of Assumpsit. Damages four hundred dollars. And have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court-house aforesaid, this 9th day of Oct. A. D. 1840. James H. Gill, Clerk. Said writ was endorsed: "Suit brot. for goods sold and delivered, goods bargained and sold, work and labor done and performed, money lent, advanced, paid, laid out and expended, acct. stated &c. Swayne & Bates, Attys. for plffs. Returned endorsed: Served by delivering a certified copy to defendant. R. Clark, Sheriff. And afterwards, to wit, on the 9th day of November, 1840, the plaintiffs filed their declaration, as follows: State of Ohio, Union County Court of Common Pleas, of the term of October, one thousand eight hundred and forty. Union County, ss. Nehemiah Gregory, Levi J. Burr and Mary E. Gregory, late partners trading under the name & style of Gregory, Burr & Co. Plaintiffs in this suit, complain of William W. Wood, defendant in this suit, of a plea of Assumpsit, for that whereas, the said defendant, on the first day of October, in the year of our Lord one thousand eight hundred and forty, in the county aforesaid, was 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 the plaintiffs to the defendant at his request; also in the further sum of two thousand dollars for work and labor then and there done, and materials for the same provided by the plaintiffs for the defendant at his request; also in the further sum of two thousand dollars, for so much money then and there by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendant at his request; also in the further sum of two thousand dollars for so much money then and there had and received by the defendant for the use of the plaintiffs; and also in the further sum of two thousand dollars found to be due from the defendant to the plaintiffs on an account then and there stated between them; and so being indebted, the said defendant, in consideration thereof, afterwards to wit, on the day and year last aforesaid, at the County aforesaid, undertook, and then and there promised the plaintiffs to pay the aforesaid sums of money, when thereunto afterwards requested so to do: yet the said defendant, although often afterwards requested,

has not paid the said several sums of money, or any part thereof, to the plaintiffs, but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the plaintiff four hundred dollars, and therefore they bring suit, etc. Swayne & Bates, Attys. for Plffs. And afterwards, to wit, on the 14th day of April, 1841, came the plaintiffs by their Attorneys, and suggested the death of Mary E. Gregory, one of the plaintiffs, and this cause is continued. And afterwards, to wit, on the 3d day of November, 1841, this cause was continued. And afterwards, to wit, on the 23d day of April, 1842, the defendant, by his attorney, filed the following plea and notice, to wit: Wm. W. Woods ads. Gregory, Burr & Co. Union Com. Pleas, Oct. term, 1840. And the said defendant now comes and defends, when, &c. and says that he did not assume and promise in manner and form as the plaintiffs in the several counts of their said declaration hath above thereof complained against him; and of this he puts himself upon the country, and the plaintiffs doth the like. By W. C. Lawrence, his atty. Plaintiff and his counsel are notified, that on the trial of this cause, defendant will insist and give in evidence to the Court and Jury, that by the unusual delay and careless manner in which said bacon and land were transported for deft. by plffs. from Columbus to Cleveland, that defendant was materially injured and damaged in the sale and value of his pork, the same being the foundation of this suit; that in travel from and to the aforesaid places, by the carelessness and inattention of plaintiffs, ten days were consumed more than in an ordinary passage, and from the heat of the sun and weather, the pork and lard were injured in consequence of the improper shipment on an open boat. By Wm. C. Lawrence, his atty. And afterwards, to wit, on the 29th day of April, 1842, this cause was continued. And afterwards, to wit, on the 31st day of August, 1842, this cause was continued. And afterwards, to wit, on the 1st day of October, 1842, the parties filed the following agreement, to wit: Gregory, Burr & Co. v. William W. Woods. Pending in the Union Com. Pleas in assumpsit. This case is settled at defendants costs, Sept. 1st, 1842. Gregory, Burr & Co. W. W. Woods. And afterwards, to wit, on the 8th day of November, 1842, this cause was continued. And afterwards, to wit, on the day and year first herein aforesaid, it was ordered by the Court that this cause be discontinued at the costs of the defendant. Therefore, it is considered by the Court, that judgment be rendered against the defendant for the costs herein, taxed to

Attest: John Cassil, Clerk.

Joseph Guthrey
vs.
Ebenezer O. Carter.

Pleas before his Honor Joseph R. Swan, President, and Silas C. Strong, Christian Myers and James R. Smith, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 19th day of March, 1842, the defendant filed the following transcript from the docket of Dennis Welch, a Justice of the Peace, to wit: Joseph Guthrey vs. Ebenezer O. Carter. Action of debt - suit brot. on account, as per bill filed, on the Bank of Gallipolis, for $5.00. December the 9th, 1841. By order of the plaintiff, a summons issued to Constable Francis O. Cheney: Constable:

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Plaintiffs costs:	
Entering bail for costs	25
For summons	12½
Two witnesses	1.00
For swearing witnesses	8
Constable for serving summons	15
Defendants costs:	
Subpoena for witness	12½
Witness fees	50
Swearing witness	4
Serving subpoena	22½
Entering judgment	25
Entering bail for appeal by defen't	25

returnable the 18th instant at 12 o'clock, which was re=turned in due time, endorsed, served on the 10th day of Dec. by reading to the defendant-fees 15 cents. December the 10th, 1841. Francis O. Cheney, Const. December the 10th, 1841. Subpoena by order of the defendant for Joseph Semple, which was returned in due time by Francis O. Cheney, Const. endorsed, Served on the 11th instant, by reading to the within named person December the 16th, 1841. Francis O. Cheney, Const. December the 18th, 1841. The parties and witnesses at=tended, and being ready for trial, witnesses William Guthrey and John Baldwin were called and Sworn on the part of the plaintiff, and gave testimony. Witness Joseph Semple Sworn on the part of the defendant, and gave testimony-the plaintiff was Sworn and examined relative to the above named bill, from whose testimony it appears that bill was the same bill that his son received of defendant, and after hearing the proofs and alle=gations of the parties, it is considered by me the plaintiff recover judgment against the defendant for five dollars and costs of suit. Dennis Welch, J.P. December the 18th-defendant entered bail for an appeal. In the action of Joseph Guthrey against Ebenezer O. Carter, I, Benjamin Carter, 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, and shall fail to pay the condemnation money and costs that have accrued, or may accrue, in the Court of Common Pleas. Signed, Benjamin Carter. Taken, Signed and acknowledged on this 18th day of December, in the year 1841, before me.-- Dennis Welch, Justice of the Peace. State of Ohio, Union County, ss. I, Dennis Welch, a Justice of the Peace within and for the township of Jackson in said county, do certify that the foregoing is a true copy from my docket of the pro=ceedings and judgment in the aforesaid case. Given under my hand and seal this 5th day of March, A. D. 1842. Dennis Welch, Justice of the Peace. And afterwards, to wit, on the 1st day of September 1842, this cause was continued. And afterwards, to wit, on the 10th day of November, 1842, this cause was continued. And afterwards, to wit, on the day and year first herein aforesaid, this cause was discontinued at the costs of the plaintiff. It is therefore considered by the Court, that the plaintiff pay the costs herein expended, taxed to

Attest: John Cassil, Clerk.

J. R. Swan

Charles P. Morse
vs.
William W. Steele.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty-three. Be it remembered, that heretofore, to wit, on the 29th day of August, 1842 the plaintiff filed the following praecipe and affidavit, to wit: Charles P. Morse vs. William W. Steele. In Replevin-Damages $400.00. Issue a writ of Replevin for the following goods and chattels, to wit: Twenty six calves, Thirty hogs, twenty sheep, the hay in the barn, and barracks, three stacks of hay, and three cows, all on the farm known as Silas G. Strong's farm, near Marysville, Union County, Ohio, now in the occupancy of the plaintiff. Otway Curry, Atty. for plff. To the Clerk of the Court of Common Pleas of Union

County, Ohio. The above named Charles P. Morse 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 William Steele, and that said goods and chattels were not taken in execution on any judg=ment against the said Charles P. Morse, nor for the payment of any tax, fine, or amercement assessed against the said Charles P. Morse, nor by virtue of any writ of Replevin, or any other mesne or final process, whatsoever issued against the said Charles P. Morse. Charles P. Morse. Sworn to and subscribed before me, this 27th day of August, A. D. 1842. James H. Gill, Clerk. And af=terwards, to wit, on the day and year last aforesaid, the following writ of Replevin issued, to wit: The State of Ohio, Union County, ss. To the Coroner of said County, Gree=ting: You are hereby commanded that without delay you cause to be replevied unto Charles P. Morse, the goods and chattels following, to wit: 26 calves, 30 hogs, 20 sheep, the hay in the barn and barracks 3 stacks of hay and three cows, all on the farm known as Silas G. Strong's farm, near Marysville, Union County, Ohio, in the occupancy of the plff., which Wm. W. Steele wrongfully detains from the sd. Charles P. Morse, as is said; and also that you sum=mon the said Wm. W. Steele to appear before our Court of Common Pleas in and for said county, at their next term, to answer unto the said Charles P. Morse for the unlawful detention of the goods and chattels aforesaid— Damage four hundred Dollars— and have you then there this writ. Witness James H. Gill, Clerk of said Court, this 27th day of August, A. D. 1842. James H. Gill, Clerk. Said writ was returned endorsed: Served this writ by reading to W. W. Steele, delivering property to C. P. Morse, and taking bonds in the sum of $624. Aug. 27, 1842. J. F. Woods, Coroner. And after=wards, to wit, on the 12th day of October, 1842, the plaintiff, by Otway Curry his Attorney, filed the following Declaration, to wit: State of Ohio, Union County, ss. Court of Common Pleas, August Term, A. D. 1842. Charles P. Morse complains of William W. Steele in a plea of Replevin, for that the said William W. Steele, on the 26th day of August, 1842, at the County of Union aforesaid, was possessed of certain goods and chattels of the said Charles P. Morse, to wit: Twenty Six Calves, thirty hogs, twenty sheep, the hay in the barn and barracks, three stacks of hay, and three cows, all on the farm known as Silas G. Strong's farm, near Marysville, Union County, Ohio, now in the oc=cupancy of the plaintiff, to be delivered to the said Charles P. Morse when [illegible] the said William W. Steele should be thereto afterwards requested; yet the said William W. Steele, though requested so to do, has not deliv=ered the said goods and chattels, nor any part thereof, to the said Charles P. Morse; and so the said William W. Steele, wrongfully de=tains the same from the said Charles P. Morse — to his damage four hundred dollars: and thereupon he sues, &c. By Otway Curry, his Atty. And afterwards, to wit, on the 8th day of November, 1842, this cause was continued. And afterwards, to wit, on the 18th day of April, 1843, this cause was discontinued at the costs of the plaintiff. Where=upon, it is considered by the Court, that the plaintiff pay the costs herein expended, taxed to

Attest: John Cassil, Clerk.

Forest Doo

vs.

Wilson Re

and for the County one thousand [illegible] to wit, on the his Attorney, sued County, ss. To the Son Reed to appe for the county afo=resaid in a plea =little in a plea this writ. Witness this 30th day of A Suit brought on 1841, due one y for goods sold a his Atty. Retur= Steele, Sheff. A by his said Attorn April Term of the =plains of Wilson Reed, on the first promissory note in and thereby prom= dollars in one yea=r dant then and the of the said note thereof; yet the D said sum of m= and fifty dollar= And afterwards, t= And afterwards, t= at the costs of the pay the costs he=

Attest: John

William N.

vs.

John K. Br=

of Marysville, wit= =teenth day of A= forty-three. Be= 1842, the plaintiff to wit: State of O= command you, of our Court of C= said County, to a= Three Hundred D=

Forest Doolittle
vs.
Wilson Reed.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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, on the eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 30th day of August, A.D. 1842, the plaintiff, by Wm. C. Lawrence, 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 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 Forest Doolittle in a Plea of Apumpsit - Damages 250.00 Dollars - and have you then there this writ. Witness James H. Gill, Clerk of said Court, at the Court house aforesaid, this 30th day of August, A.D. 1842. James H. Gill, Clerk. Said writ was endorsed: Suit brought on Defendants note of hand, given to plaintiff on the 1st day of March, 1841, due one year after date, for two hundred and twenty five dollars - also, for goods sold and delivered, money had and received, &c. By W. C. Lawrence, his Atty. Returned endorsed: Served by certified copy August 31st, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 1st day of October, 1842, the plaintiff, by his said Attorney, filed his Declaration as follows: State of Ohio, Union County, ss. April Term of the Court of Common Pleas in Union County. Forest Doolittle complains of Wilson Reed in a plea of Apumpsit, for that whereas the said Wilson Reed, on the first day of March, 1841, at the County of Union aforesaid, made his promissory note in writing, and then and there delivered the same to the plaintiff, and thereby promised to pay to the said plaintiff two hundred and twenty five dollars in one year after date, 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 Forest Doolittle, according to the tenor and effect thereof; yet the said Wilson Reed has disregarded his promises, and has not paid the said sum of money, or any part thereof, to the damage of the plaintiff two hundred and fifty dollars, and therefore he sues, &c. By Wm. C. Lawrence, his Atty. - And afterwards, to wit, on the 8th day of November, 1842, this cause was continued. - And afterwards, to wit, on the 18th day of April, 1843, this cause was discontinued at the costs of the plaintiff. Whereupon, it is considered by the Court that the plaintiff pay the costs herein expended, taxed to

Attest: John Cassil, Clerk.

J R Swan

William N. Badley
vs.
John K. Brown.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty-three. Be it remembered, that heretofore, to wit, on the 8th day of November, 1842, the plaintiff, by A. Hall 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 John K. 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 William N. Badley in a plea of Apumpsit - Damages Three Hundred Dollars - and have you then there this writ. Witness John Cassil,

Clerk pro tem. of said Court, at the Court House aforesaid, this 8th day of November, A. D. 1842. John Cassil, Clerk pro tem. Said writ was endorsed: Suit brought upon defts. promissory note, drawn and delivered to plaintiff May 26, 1840, calling for $210. on or before the 20th day of October, 1842, with lawful interest - for goods sold, work and labor, &c. A. Hall, Atty. for Plff. Returned endorsed: Served by certified copy Nov. 8, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 14th day of November, 1842, the plaintiff by his said Attorney, filed the following Declaration, to wit: In Union County Court of Common Pleas, November term, 1842. William N. Badley vs. John K. Brown. William N. Badley complains of John K. Brown in a plea of Assumpsit, for that whereas the said John K. Brown, on the 26th day of May, 1840, at Union County aforesaid, made his promissory note in writing, and then and there delivered the same to the said William N. Badley, and thereby promised to pay the said plaintiff two hundred and ten dollars on or before the 20th day of October, 1842, with interest, which period has now elapsed; and the said John K. Brown then and there, in consideration of the premises, promised to pay the amount of said note, with lawful interest, to the said plaintiff, ac=cording to the tenor and effect thereof. Yet the said defendant hath not done so. Also, in the further sum of two hundred and thirty dollars for money found to be due on settlement then & there made between the said plaintiff and deft. Also, in the further sum of two hundred and thirty dollars for the price and value of lands and tenements then and there sold by the plaintiff to the defendant, at his request. And the said defendant, in consideration of the premises, on the day and year last aforesaid, then & there undertook and promised to pay said several sums of money on request; yet, although often requested, he hath not paid them, or either of them, or any part thereof - to plffs. damage $300.00 - therefore he sues. A. Hall, Atty. for Plff. And afterwards, to wit, on the day and year first herein aforesaid, came the said William N. Badley by his attorney, and the said John K. Brown, though solemnly called, came not, but made default - whereupon it is considered that the said William N. Badley 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 William N. Badley to two hundred and twenty six dollars and twenty five cents. There=fore it is considered that the said William N. Badley recover of the said John K. Brown the said sum of two hundred and twenty six dollars and twenty five cents his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

Arthur Crihfield, for the use of Eurew Carpenter,
vs.
David H. Hathaway & Jesse B. Ferguson.

Pleas before his Honor Joseph R. Swan, Presi=dent, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 8th day of No=vember, 1842, 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 com=mand you to summon David H. Hathaway and Jesse B. Ferguson to appear

forthwith, before ... aforesaid, at the ... for the use of Eu... Dollars: and have ... Court, at the Cou... Clerk pro tem. Sa... of hand, given to ... first of June, 184... ferred to the said ... C. Lawrence, his ... D. H. Hathaway. J... =wards, to wit, on ... as follows: The St... Arthur Crihfield, for ... with Jesse B. Fergu... Assumpsit, for that ... County aforesaid, ... Jesse B. Ferguson, ... thereby promised ... on or before the firs... =riod has now elap... =ered the same to t... notice, and then a... Crihfield, for the ... the tenor and ef... hath disregarded ... part thereof, to t... thereupon he sues. ... the day and year ... and the said def... whereupon it is ... by reason of the pre... being fully advis... to one hundred an... the said plaintiff re... eight dollars and ... and also his costs.

Attest: John ...

The Trustees of the ... and Company of ... of Columbus,

David Chapm...

within and for the ... in the year of our ... =membered, that h... by George M. Pa... of Attorney, notice

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 Arthur Crichfield, for the use of Eurew Carpenter in a plea of Assumpsit — Damages Two Hundred Dollars: and have you then there this writ. Witness John Cassil, Clerk pro tem. of said Court, at the Court House aforesaid, this 8th day of Nov'r. A. D. 1842. John Cassil, Clerk pro tem. Said writ was endorsed: Suit brot. on defendants joint and several note of hand, given to Arthur Crichfield on the 9th day of August, 1841, and due on the first of June, 1842, for one hundred and sixty dollars; and by said Crichfield transferred to the said plaintiff Carpenter. Also, for goods sold and delivered, &c. By Wm. C. Lawrence, his Atty. Returned endorsed: Served by acknowledgement Nov'r. 9, 1842, on D. H. Hathaway. J. B. Ferguson not found. Nov'r. 9, 1843. W. W. Steele, Shff. And afterwards, to wit, on the 19th day of December, 1843, the plaintiff filed his Declaration, as follows: The State of Ohio, Union County, ss. Union Com. Pleas, Nov. term, A. D. 1842. Arthur Crichfield, for the use of Eurew Carpenter, complains of David H. Hathaway, impleaded with Jesse B. Ferguson (but as to whom the Sheriff has returned not found) in a plea of Assumpsit, for that whereas the said defendant, on the ninth day of August, 1841, at the county aforesaid, made his certain joint and several promissory note, with the said Jesse B. Ferguson, in writing, and delivered the same to the said Arthur Crichfield, and thereby promised to pay the said Arthur Crichfield or order one hundred and sixty dollars on or before the first day of June next (meaning the next after the date thereof) which period has now elapsed; and the said Arthur Crichfield then and there sold and delivered the same to the said Eurew Carpenter, whereof the said Hathaway then and there had notice, and then and there, in consideration of the premises, promised to pay the said Crichfield, for the use of the said Carpenter, the amount of the said note, according to the tenor and effect thereof. Yet the said defendant (nor the said J. B. Ferguson) hath disregarded his said promises, and has not paid the said sum of money, or any part thereof, to the damage of the plaintiff as aforesaid two hundred dollars, and thereupon he sues, &c. By Wm. C. Lawrence, his Atty. And afterwards, to wit, on the day and year first herein aforesaid, came the said plaintiff by 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 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 one hundred and sixty eight dollars and forty cents. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of one hundred and sixty eight dollars and forty eight cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

The Trustees of the The President, Directors and Company of the Franklin Bank of Columbus,

vs.

David Chapman and Joshua Foster.

Pleas before his Honor Joseph R. Swan, President, and Silas C. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the day and year aforesaid, the plaintiffs, by George M. Parsons their Attorney, filed the following Bill of Exchange, Warrant of Attorney, notice, declaration and cognovit, as follows, to wit: $400. Columbus,

July 23, 1841. Four months after date of this our second of exchange, (first of the same tenor and date not paid) pay to the President, Directors and Company of the Franklin Bank of Columbus, or order, at the Philadelphia Bank Four Hundred Dollars, for value received. Nahum King, David Chapman, Joshua Foster. To J. B. Trevor, Esq. Philadelphia. Know all Men by these Presents, That we, Nahum King, of Franklin County, David Chapman of Union County, & Joshua Foster, 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-acceptance or non-payment of the above bill of exchange, and do hereby nominate and appoint A. F. Perry Esq. 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 Franklin Bank of Columbus, and to confess judgment against us, and each of us, in favor of said the President, Directors, and Company of the Franklin Bank of Columbus, at any time after the 26th day of November next, for the sum of Four 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 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 these things, and whatsoever may be necessary and proper, for confessing judgments, as aforesaid, releasing all 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 23d day of July, 1841. Nahum King (Seal) David Chapman (Seal) Joshua Foster (Seal) Columbus, Ohio, Apr. 8, 1843. Notice is hereby given, that on or after the 18th inst., and during the April term of the Common Pleas Court for Union County, judgment will be taken against you in favor of the Trustees of the Franklin Bank of Columbus, by virtue of your warrant of Attorney for that purpose, on your Bill of Exchange to the Bank for $400, at four months on J. B. Trevor, dated July 23, 1841. Geo. M. Parsons, Attorney for the Bank. To Nahum King, David Chapman, Pleasant Valley U. C. Joshua Foster, Jefferson, M. C. Copies dated above, sent as directed above (King out of the State) postage paid. Geo. M. Parsons. Sworn to & subscribed Apl. 18th, 1843. John Cassil, Clerk. — State of Ohio, Union County, ss. In the Court of Common Pleas, April Term, A. D. 1843. The Trustees of the The President, Directors and Company of the Franklin Bank of Columbus, complain of David Chapman and Joshua Foster in a plea of Assumpsit, for that whereas the said defendants, on the 18th day of April, eighteen hundred and forty three, at Union County, indebted to the said plaintiffs in five hundred dollars — cents, for money then and there lent by the plaintiffs to the defendants at their request. And the defendants, in consideration of the premises, then and there promised to pay the said sum of money on request, yet they have not paid it or any part thereof, to the damage of the plaintiffs five hundred dollars - and therefore they bring suit. By Geo. M. Parsons, their Attorney. State of Ohio, Union County, ss. In the Court of Common Pleas, April Term, A. D. 1843. And now William Dennison, Jr., an Attorney

of this Court, appe
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Attest:

William Be

vs.

Joseph M'C

of Marysville, w
eighteenth day
and forty three
day of August,
office of said
Thomas M. Ea
vs. Joseph M'C
Plaintiffs costs -
For Summons 12½ - Su
Const. fees: For Serv. Su
Mileage 50 - Serv.
Mileage
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Swear. 4 wit.
Rend. Judgmt.

of this Court, appears in open Court, and by virtue of a power of attorney for that purpose, appears to the above declaration in favor of the said The Trustees of the The President, Directors and Company of the Franklin Bank of Columbus, and against the said David Chapman and Joshua Foster - waives the issuing and sevice of pigeess - confesses that the said defendants were indebted to the said plaintiffs, and that the said defendants did promise in manner and form as the said plaintiffs have declared against them; and that the said plaintiffs, by reason of the non-performance of the said promise, have sustained damage in two hundred and fifty six dollars fifty six cents; for which sum and costs of suit he hereby confesses judgment in favor of the said plaintiffs, and waives and releases all errors, and the right of appeal in behalf of said defendants. W. Dennison, Jr. Attorney for Defendant. And afterwards, to wit, on the day and year first herein aforesaid, came into Court the Trustees of the The President, Directors & Company of the Franklin Bank of Columbus, by Mr. Parsons their Attorney, and thereupon came William Dennison, jr. one of the Attorneys of this Court, and by virtue of a warrant of attorney for that purpose executed by defendants, and now produced in open Court, and duly proved, and acknowledged that the said defendants did assume and promise in manner and form as the plaintiffs have herein declared against them; and that the plaintiffs have sustained damage by reason of the non-performance of said promise and assumption, to the sum of two hundred and fifty six dollars and fifty six cents - and it being proven to the satisfaction of the Court, that the notice of the time and place of taking judgment required by the statute had been served upon the defendants, it is therefore considered by the Court that the plaintiffs recover of the defendants the said sum of two hundred and fifty six dollars and fifty six cents, their damages aforesaid so confessed, together with their costs in this behalf expended taxed to,
and by virtue of the aforesaid power of attorney, the said attorney also released all errors, and waived the right of appeal in behalf of the said defendants.

W. Parsons

Attest: John Cassil, Clerk.

William Bethard
vs.
Joseph M'Clung.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 18th day of August, 1841, the defendant, Joseph M'Clung, filed in the Clerk's office of said Court, the following transcript from the docket of Thomas M. Ewing, a Justice of the Peace, to wit: William Bethard vs. Joseph M'Clung. Suit brought for obstructing the public road. Amount demanded $20.00. July 28, 1841. Bill of particulars filed, Summons issued and delivered to I. B. Hagar, Const. for ap. of deft. on the 2d day of Augt. 1841, at one o'clock, P. M. July 28, 1841 - issued Subpoena & delivd. to I. B. Hagar, Const. for ap. of Moses Green, Robt. B. Curry, Jas. A. Curry, and Jas. Bethard, wit. for plff. for ap. on the 2d day of Augt. 1841, at one o'clock, P. M.

Plaintiffs costs - Jus. fees:	
For Summons 12½ - Sub. 4 wit. 24½	
Const. fees: For Serv. Sub. 3 wit.	30
Mileage 50 - Ser. Summons	10
Mileage	12½
Jus. Fees:	
Swear. 4 wit.	16
Rend. Judgmt.	25
	$1.80½

July 29th, 1841. Summons returned, "Served personally on the 28th July, by reading this writ to the defendant. Fees: Service 10 cts. mileage 12½ cts. J. B. Hagar, Const." July 29th, 1841. Subpoena returned, served personally on the 28th day of July, by reading this writ to R. B. Curry, Jas. A. Curry, Jas. Bethard; Moses Green not found. Fees: Service 30 cts. mileage 50 ct. J. B. Hagar, Co. July 29, 1841. Issued subpoena, and del. to J. B. Hagar, Const. for ap. of Levi Phelps, and to bring with him a certain record of a survey therein specified, to wit- -ness for deft. on the 2cc. day of Augt. 1841, at one oclock, P. M. July 29, 1841.

Defts. costs - Jus. fees:
Sub. 7 wit. 36½ - Sub. 1 wit. 12½
Sub. 2 wit. 16½

Const. Fees:
Serv. Sub. 10 - mileage 60 - Serv. Sub. 7 wit. 70 - mileage 25 - Serv. Sub. 2 wit. 20 - mileage 12 — $2.62½

Swearing 10 wit. 40
Wit. Fees - Andrew Noteman 50
John Kent 50 - Jesse Mitchell 50
C. M'Cune 50 - M. Chapman 50
D. Kent 50 - John M'Cune 50
C. Dort 50 - L. Allen 50 - Wil- -liams 25 - L. Phelps 50 — $5.25

Recog. bail 25 - Transcript, 31¼

Issued sub. and delivered to J. B. Hagar, Const. for ap. of Andrew Noteman, John Kent, Jesse Mitchell, John M'Cune, Chaun- -cey M'Cune, Milton Chapman and Dan. Kent, wit. for deft. on the 2d day of Augt. 1841. at one o'clock, P. M. July 31, 1841. Issued sub. for ap. of Lucius Allen & Calvin Dort, wit. for deft. on the 2d day of Augt. 1841. July 31, 1841. - Sub. for defts. wit. returned, Served the within writ person- -ally upon Levi Phelps; fees - Service 10 cts. mileage 60 cts. J. B. Hagar, Co. - July 31, 1841. Sub. for A. Noteman, John Kent, Jesse Mitchell, Chauncey M'Cune, Milton Chapman, Dan. Kent, John M'Cune, returned, served this writ personally on each of the within named witnesses. - Fees - Service 70 cts. mileage 25 ct. J. B. Hagar, Const. July 31, 1841. Sub. for L. Allen and Calvin Dort returned, Served this writ personally on each of the within named witnesses. Fees: Ser. 20- mil. 12. J. B. Hagar, Con. Augt. 4th, 1841. Parties present - trial had. Moses Green, R. B. Curry, Jas. A. Curry & Jas. Bethard, wit. for plaintiff, Sworn & examined. Andrew Noteman, John Kent, Jesse Mitchell, Chauncey M'Cune, Milton Chapman, Dan. Kent, John M'Cune, Calvin Dort, L. Allen, and Williams, wit. for deft. Sworn & part examined. And I do find that said defendant is indebted to said plaintiff for obstructing the public road in the sum of two dollars. It is therefore considered by me that the plaintiff recover of the defendant the sum of two dollars, and his costs herein, taxed at three dollars, eighty ½ cents. In the action of William Bethard vs. Joseph M'Clung, I, Daniel Kent, acknowledge myself bail for the appellant in the sum of one hundred dollars, to be levied of my goods & chattels, lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, & costs that have accrued, or may accrue, in the Court of Com. Pleas. Daniel Kent. - Taken, Signed & acknowledged this fourth day of Augt. 1841. Thos. M. Ewing, J. P. State of Ohio, Union County, Jerome 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. Thomas M. Ewing, J. P. of the township aforesaid. And afterwards, to wit, on the 3d day of November, 1841, this cause was continued. - And afterwards, to wit, on the 11th day of December, 1841, the plaintiffs, by Lawrence & Curry, his Attorneys, filed the following Declaration, to wit:

State of Ohio,
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State of Ohio, Union County, ss. Union Com. Pleas, Aug. Term, A. D. 1841.
In Debt. William Bethard complains of Joseph M'Clung in a plea that he render to him the sum of twenty dollars, which he owes to and unjustly detains from the said William Bethard, for that whereas the said Joseph M'Clung, on the 27th day of July, A. D. 1841, at the County of Union and in the township of Jerome, by means of felling trees into, building fences across, along, and upon, tearing away bridges, &c. did obstruct a certain road or public highway, authorized by the laws of this State, then and there being, to wit, the public road or highway leading from the "Madison county line near Edmund Barlow's saw mill, and passing near the residence of the plaintiff in the county and township aford: to what is known as the Dublin road;" and suffer the said obstruction to remain for many days, to wit, for five days, to the hindrance and inconvenience of travellers passing or wishing to pass along or upon said road, & contrary to the form of the statute in such case made & provided, whereby, and by force of the statute in such case made and provided, an action hath accrued to the plaintiff to ask, demand, and have of and from the said Joseph M'Clung the sum of twenty dollars, the sum above demanded, to forfeited as aforesaid. Yet the said Joseph M'Clung (altho' often demanded) hath not paid the said sum of money, or any part thereof, to the said William Bethard.- But he to do this hath hitherto wholly refused and still doth refuse. And whereas, also, the said Joseph M'Clung owes to and unjustly detains from the said William Bethard other twenty dollars, for that whereas, on the 27th day of July, A. D. 1841, at the county of Union and in the township of Jerome, by means of felling trees into, building fences across, along, and upon, tearing away bridges, &c., the said defendant did obstruct a certain public road or highway, authorized by the laws of this State, then and there being, to wit: the public road or highway leading from the Madison county line near Edmund Barlow's saw mill, and passing near the residence of the plaintiff in the township and county aforesaid, to what is known as the "Dublin Road;" and suffer the said obstruction to remain many days, to wit, five days, and did thereby obstruct, hinder, and render inconvenient the travel upon, and use of the said road by the said William Bethard, contrary to the form of the statute in such case made and provided - whereby, and by force of the statute in such case made & provided, an action hath accrued to the said William Bethard to demand and have of and from the said Joseph M'Clung the sum of twenty dollars, last above mentioned:- Yet the said Joseph M'Clung (although often thereto requested) hath not paid the said last mentioned sum of money, or any part thereof, to the said William Bethard, and the same remains wholly unpaid, to the damage of the said plaintiff $20.00. And thereupon he brings his suit, &c. By Lawrence & Curry, his Attorneys. And afterwards, to wit, on the 22d day of April, 1842, the defendant, by A. Hall, his Attorney, filed the following Demurrer to the said declaration, to wit: William Bethard vs. Joseph M'Clung. In debt - To August Term, A. D. 1841. And the said Joseph M'Clung comes and says that the said William Bethard ought not to have his action aforesaid against him, because he says that the declaration aforesaid, and the matter therein contained, are not sufficient in law to maintain the action aforesaid, and that he is not bound by law to answer the same: wherefore he prays judgment, and that the said William Bethard may be barred of his said action against him. A. Hall, Atty. per defendant. And for causes of demurrer, the said Joseph shows to the Court here the following: 1st. Said declaration contains two distinct and separate causes of action, to wit: for the recovery of a statutory penalty, in the nature of a fine, recoverable also by indictment; and in

all cases the recovered amount must be paid over to the Supervisor - also, for the recovery of damages sustained by the said William Bethard particularly. 2d. The said Second Count does not charge that the said William Bethard was travelling on said road in said declaration mentioned, when he was damaged by said supposed obstruction. 3d. Said declaration unites two separate Causes of action which in law cannot be joined. 4th. Said declaration is, in other respects, in form and in substance, entirely de=fective, uncertain and insufficient. A. Hall, Atty. per defendant. And afterwards, to wit, on the 27th day of April, 1842, the defendant has leave to withdraw his said demurrer and plead to the declaration, and this Cause was continued. And afterwards, to wit, on the 30th day of August, 1842, this Cause was Continued. And afterwards, to wit, on the 1st day of November, 1842, the defendant, by his said attorney, filed his plea, as follows: Joseph M'Clung ads. William Bethard. In Union Common Pleas, to August Term, 1841. And the said Joseph M'Clung 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 William Bethard hath complained against him: and of this he puts himself upon the country, and plff. doth the like. A. Hall, Atty. per deft. And afterwards, to wit, on the 9th day of November, 1842, came the parties by their Attorneys, and thereupon came a Jury, to wit: John Reed 3d, John Yost, William Norall, John Cheney, James Wilber, John Henderson, Squire Deland, James Riddle, Moses Devore, Samuel Barcus, David Burnham, and Joseph H. Cahill, who being empannelled and duly Sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the defendant owes and is justly indebted unto the plaintiff in the sum of six dollars and thirty three and one third cents. It is therefore considered that the said Wil=liam Bethard recover of the said Joseph M'Clung the said sum of six dollars and thirty three and one third cents, his debt aforesaid, and also his costs in this behalf expended, taxed to $ And afterwards, to wit, on the 11th day of November, 1842, the defendant moved the Court for a new trial, and filed his reasons therefor in the words and figures following, to wit: William Bethard vs. Joseph M'Clung. Union Com. Pleas, Novem. 10, 1842. Debt, on statute, &c. The deft. now moves the Court for a new trial for the following reasons: 1. That the verdict was contrary to law and evidence. 2. That the verdict contrary to the judgment & opinion of many of the jurors, but only returned as a mere matter of form, and not absolutely agreed to - and are now dissatisfied therewith. 3d. That the jury made up the amount of the verdict by putting down the amount of damages & debt by each one, and then dividing the aggregate by twelve, and giving the result as their verdict. 4th, That the jury cast lot for the amount of their verdict, &c. Hall & Powell, Defts. Atty. Whereupon, the Court ordered that said motion be continued under advisement until next term, and that all execution on the judgment herein entered, in the mean time be stayed, and this cause is Continued. And afterwards, to wit, on the day and year first herein aforesaid, this case came on to be heard on a motion made at the last term of this Court for a new trial, and the parties being present, and having been heard by their counsel, and the Court being fully advised in the premises, it is considered that the said motion for a new trial, be overruled, and that judgment be ren=dered upon the verdict of the jury found in this case at the last term of

this Court; and
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Attest: Jon

Andrew J.
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Jesse Haro

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January 29th
John S. Irwi

this Court; and judgment is accordingly rendered in favor of the plaintiff William Bethard against the defendant Joseph M'Clung for the sum of six dollars and thirty three and one third cents, his debt, found by the said verdict of the said jury at the last term of this Court in this case - and also his costs in this behalf expended, taxed to
Attest: John Cassil, Clerk.

Andrew S. Alden
vs.
Jesse Hardin.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 26th day of April, 1842, the defendant filed the following transcript from the docket of William B. Irwin, a Justice of the peace, to wit: The State of Ohio, Union County, ss. Andrew S. Alden vs. Jesse Hardin. In a plea of debt on account for rents of land, pasture, &c. January 25th, 1842. January 25th, 1842, Summons issued for the defendant, returnable at 9 o'clock, A. M., on the 29th instant. Subpoenas issued, by order of the plaintiff for John S. Irwin, Jesse Lawton & Rufus Maynard - fees 20½ cts. Summons 12½. January 29th. Summons returned, executed by reading on the defendant on the 26th instant by Elias Sopliff, Constable 10 - mileage 35 = 45. Subpoenas executed by reading 30 - mileage 35 & 40 = 75. January 29th, 9 o'clock, A. M. The parties appeared - on motion of the defendant, the case was adjourned to the 4th day of February next at 9 o'clock, A. M. 10. The following persons attended & claimed their fees: John S. Irwin 50 - Jesse Lawton 50 - Rufus Maynard 50. Subpoenas issued by order of the plaintiff: John S. Irwin, Jesse Lawton, Rufus Maynard - 20½ cts. For defendant: William F. Silver, Alonzo Garlic, Carmid P. Garlic, Samuel Mitchell - 24½ cts. February 4th - Subpoenas for R. P. Mann, A. Keyes, for plaintiff 25 - Attachment for Lawton 25. February 4th. Subpoenas returned by Elias Sopliff, constable. For plaintiffs witnesses 65 - for defendants 85 - for Keyes 35 - for Mann 35 - attachment for Lawton 40 - subpoena for Holcomb 25 - for Menear 25 - $4.60. February 4th, 9 o'clock, A. M. The parties appeared by their Attorneys, and the following persons were sworn under subpoenas, & gave testimony in this case:

For the Plaintiff:	Fees:	Constable's fees:	Justice's fees:	
John S. Irwin	50		12½	
Jesse Lawton	50		20½	Summons
Rufus Maynard	50			Subp. for three
R. P. Mann	50		20½	ditto plaintiff
Obed Holcomb	50	1.40	24½	for four defendant
Defendant:			25	attachment plaintiff
William Silver	50			
Alonzo Garlic	50		8 & 12½	Sub. for one defendant
Andrew Keyes	50		12	ditto plaintiff
William Davis	50		56	Swearing 14 witnesses
John Menear	50	1.20	25	Judgment
Carmia P. Garlic	50			
January 29th			25	Appeal bond
John S. Irwin	50		31¼	Transcript

Jesse Lawton 50 – Rufus Maynard 50 – Attachment, Constable's fees 45: 2.64¾ total justice's fees – 4. 60 total constable's fees – 7.00 total witness fees. After hearing the evidence in the case, & the argument of the counsel, and after carefully examining the same, it is considered by me that the plaintiff recover of the defendant ten dollars & fifty cents & cost of suit, taxed at thirteen dollars & sixty seven cents. February 5th – defendant gave notice of an appeal, and entered into bond for that purpose, with Obed Holcomb, Adam Freeze, William Davis & Benjamin Thompson his securities, in the sum of fifty dollars. I certify the above to be a correct transcript of the original proceedings in the above case, February 19th, 1842. William Irwin, J. P. And afterwards, to wit, on the 30th day of August, 1842, this cause was continued. And afterwards, to wit, on the 13th day of October, 1842, the plaintiff, by his attorneys Curry & Wilson, filed herein their Declaration, as follows, to wit: The State of Ohio, Union County, ss. Court of Common Pleas, August Term, A. D. 1842. This case comes into Court by way of appeal from the docket of a Justice of the peace, and thereupon Andrew J. Alden complains of Jesse Hardin in a plea of Assumpsit, for that whereas, heretofore, to wit, on the 15th day of April, 1841, at the County aforesaid, in consideration that the plaintiff, at the request of the defendant, would demise and let to him a certain messuage or tenement, lands and premises, to hold the same to the defendant, from thence for one year, at and under a certain yearly rent, to wit: the yearly rent of one half of the crop to be, by said defendant raised upon said lands and premises, he, the said defendant, then promised the plaintiff to pay him the said yearly rent of one half of the crop to be by said defendant raised, as aforesaid, at the customary time of paying rents: and the plaintiff avers that he, confiding in the said promise of the defendant, did afterwards, to wit, on the said 15th day of April, 1841, demise and let to the defendant the messuage or tenement, lands and premises aforesaid, to hold the same to the defendant for the said term, and at and under the said yearly rent, to be paid as aforesaid; and the said tenancy continued from thence until the 15th day of April, 1842, and although after the time of making said promise by said defendant, and during said tenancy, to wit: on the 15th day of January 1842, a large quantity of the aforesaid rent, to wit: One hundred and fifty bushels of corn, of the value of $37.50, being a part of the crop raised by said defendant on said lands and premises during said tenancy became and was due and payable from the defendant to the plaintiff: – Yet the defendant, though often thereto requested, hath not paid the said rent, to wit: One hundred and fifty bushels of corn, of the value of $37.50, so due as aforesaid, nor any part thereof: And also for that whereas the defendant aforesaid, on the 15th day of January, 1842, at the county aforesaid, was indebted to the plaintiff in thirty seven dollars and fifty cents for the use and occupation of a certain other messuage, and certain other lands and premises, to wit: the messuage and tillable fields occupied by the defendant at the commencement of this suit, with the appurtenances, of the plaintiff by the defendant, at his request, and by the sufferance & permission of the plaintiff for a long time held and enjoyed: And in seven dollars and twenty five cents for the use and occupation of a certain pasture, to wit: the pasture adjoining the lands and premises mentioned in the last foregoing count of this declaration, with the appurtenances, of the plaintiff, by the defendant at his request,

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Robert M'Ilv
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trading under the
of M'Ilvain &
James E. Harris
vs.
Philander B.

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and by the sufferance and permission of the plaintiff for a long time held and enjoyed: And in two dollars and twenty five cents for the use and occupation of a certain lot of land, to wit, one and a half acres of land used for raising beans, corn, potatoes, &c. adjoining the lands and premises mentioned in the foregoing second count of this declaration, with the appurtenances, of the plaintiff by the defendant, at his request, and by the sufferance and permission of the plaintiff for a long time held and enjoyed; And in forty seven dollars for money found to be due from the defendant to the plaintiff on an account then stated between them: And the defendant afterwards, on the day and year last aforesaid, in consideration of the premises respectively promised the plaintiff to pay to him the said several sums of money in the last four counts mentioned. Yet the said defendant hath disregarded his promises, and hath not paid any of the said several sums of money in the last four counts mentioned, nor any part thereof - to the damage of the plaintiff forty seven dollars - and thereupon he sues, &c. By Curry & Wilson, his Attorneys. And afterwards, to wit, on the 8th day of November, 1842, this cause was continued. And afterwards, to wit, on the 7th day of April, 1843, the defendant, by his Attorneys, filed the following plea and notice, to wit: Jesse Hardin ads. Andrew J. Alden. Union County Common Pleas. And the said Jesse Hardin comes and defends, &c., and says that he did not assume and promise in manner and form as the said Andrew J. Alden hath declared against him; and of this he puts himself upon the county; and the said Andrew J. Alden doth the like. By Hall & Allison, his Attys. The plaintiff will also take notice that the defendant, on the trial of this cause, will give in evidence and insist that a former adjudication of the same matters in dispute was had before Andrew Keyes, a justice of the peace in and for Union township, Union County, Ohio, between said plaintiff and defendant, and a verdict given by said Keyes (having jurisdiction) of all said matters in dispute. Also, that payment in full was made to the plaintiff by the defendant, previous to the commencing of this suit. And afterwards, to wit, on the day and year first herein aforesaid, this cause having been submitted to arbitrators, to wit: William Wingel, John S. Irwin, and Samuel Maynard; and said arbitrators having this day filed their award, to the effect, that the parties pay each one half of the costs which have accrued herein, and discontinue this suit. Therefore it is considered by the Court, that judgment be entered against each of the parties in this cause, for said costs, share and share alike, taxed to

Attest: John Cassil, Clerk.

J R Swan

Robert M'Ilvain and
Edgar Harriott, late partners,
trading under the name, firm and style
of M'Ilvain & Harriott, for the use of
James E. Harriott,
vs.
Philander B. Cole.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith, and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 26th day of April, 1842, the defendant filed in the office of the Clerk of said Court, the following transcript from the docket of James Turner, a justice of the peace of Paris township in said County of Union, to wit: State of Ohio, Union County, ss. M'Ilvain & Harriott, for the use of J. E. Harriott, vs. P. B. Cole.

Judg.	$22.12
Justice's costs:	
Summons,	12½
Satisfac.	10
Subpoenas,	16
Swearing wit.	8
Trial,	25
Bail bond,	25
This transcript,	31¼
	$1.27¾

Suit brought on note, which reads as follows: Marysville, June 26th, 1841. Due McIlvain & Harriott forty one dollars & eleven cents for value received. P. B. Cole: with the following endorsements endorsed on the back of said note: Received Nov. 9th on the within twenty dollars & twenty cents - Received Nov. 20th, from Silas G. Strong two docket fees for P. B. Cole, each $5.00 = $10.00. Judgment rendered for $11.83 Nov. 25th, 1841 (Signed) Wm. H. Frank, J. P. Security entered for appeal and suit dismissed by Plff. January 27th, 1842. Summons issued for deft. returnable on the 1st day of Feb. 1842, at 9 o'clock, A. M., which was returned by John D. Irwin, const. endorsed, Served by reading - fee, ser=vice & mileage 0.15. Subpoena issued for S. G. Strong & Wm. H. Frank, which was returned by John D. Irwin, const. endorsed, Served by reading - fee 0.25. Feb. 1, 1842 - 9 o'clock, A. M. Plaintiff appeared by attorney, filed his bill of particulars. Defendant failed to appear - witnesses appeared. Trial had. Wm. H. Frank & Silas G. Strong were sworn and examined on the part of the plaintiff. It is therefore considered by me that the plaintiff recover of defendant a judgment for the sum of twenty two dollars, twelve cents, and costs of suit. In the suit of McIlvain & Harriott for the use of J. E. Harriott, against P. B. Cole, I, W. W. Woods, do acknowledge myself bail for said P. B. Cole, the deft. for an appeal, in the sum of fifty dol=lars, to be levied of my goods and chattels, lands and tenements, if in case the said P. B. Cole, the appellant, fail to pay the judgment, int. and costs, and costs that may accrue in the Court of Common Pleas. W. W. Woods. Taken, Signed, and acknowledged Feb. 5th, 1842. James Turner, J. P. I certify the above to be a true copy from my docket, April 22d, 1842. James Turner, J. P. Justices Costs $1.27¾. Const. cost Irwin 0.40. Plaintiffs witnesses: Wm. H. Frank $0.50 - S. G. Strong 0.50. Accompanying the above Transcript, the said Justice of the peace, at the same time, also filed the following as his original writ of Summons and bill of particulars in this case, which severally read in the words and figures following, to wit: State of Ohio, Union County, ss. To any Constable of Paris Township, Greeting: You are hereby commanded to Summon Philander B. Cole to be and appear before me James Turner, a Justice of the Peace in and for sd. township, on the first day of Feby., A. D. 1842, at 9 o'clock, A. M. to answer Robert McIlvain & Edgar Harriott, late partners, trading under the name, firm & style of McIlvain & Harriott, for the use of James E. Harriott, in a plea of Assumpsit - Damages Ninety dollars - and of this writ make legal Service and due return. Given under my hand & Seal of office, this 27th day of Jany., 1842. James Turner, J. P. (Seal.) Said writ was endorsed: Due by Note, $41.00 - For money paid for use & request of Cole, 10.00 - Money paid by mistake, 10.00 - Order credited upon note 4 = 10.00 = $71.00. - Returned endorsed: Served by reading: service 10 - mileage 5. J. D. Irwin, Const. - P. B. Cole, Dr. To J. E. Harriott: To 10 $ Docket fees collected by Cole, $10.00, belonging to plff. To money had & rec'd. by deft. belonging to plff. 10.00 - To do. paid by plff. for defts use, 10.00 - To cash paid by mistake 10.00. $41.11. Marysville, June 26th, 1841. Due McIlvain & Harriott forty one dollars & eleven cents for value rec'd. P. B. Cole. said note was endorsed:

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the said P. B. Co

Rec. Nov. the 20 from Silas G. Strong two docket fees for P. B. Cole, each $5.00=$10.00. Received Nov. 6th on the within twenty dollars and twenty cents. Judgment entered for $11.83. Security entered for appeal and suit dismissed by plff. Nov. 25th, 1841. Wm. H. Frank, J. P. Judgment rendered Feb. 1st. 1842, for $22.12. James Turner, J. P. And afterwards, to wit, on the 30th day of May, 1842, the plaintiffs, by their attorney, A. Hall, filed their Declaration in this case, as follows, to wit: Union County Common Pleas - April term, A. D. 1842. M'Ilvain & Harriott, for the use of J. E. Harriott vs. P. B. Cole. Assumpsit. Robert M'Ilvain and James E. Harriott, partners under the name, firm and style of M'Ilvain & Harriott, for the use of J. E. Harriott, complain of P. B. Cole, in a plea of assumpsit, for that whereas the said Cole, on the 26th day of June 1841, made his promissory note in writing, at Union County, and delivered the same to the said M'Ilvain & Harriott, partners as aforesaid, and the said Harriott acquired a full and entire interest in said promissory note by delivery thereof to him from the said M'Ilvain, the interest of said M'Ilvain in said note thereby vesting in said Harriott; and the said Cole thereby promised to pay the said plaintiffs forty one dollars and eleven cents on the day of 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 also for that whereas the said defendant, on the 20th day of August, 1841, at Union county, was indebted to the said plaintiffs in one 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 one 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 one hundred dollars for the price and value of work then and there done, and materials for the same, provided by the plaintiffs for the defendant at his request: And in one hundred dollars for money then and there lent by the plaintiffs to the defendant at his request: And in one hundred dollars for money then and there paid by the plaintiffs for the use of the defendant at his request: And in one hundred dollars for money then and there received by the defendant for the use of the plaintiffs: And in one hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them: And whereas, the defendant afterwards, on the first day of September, 1841, 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 one hundred dollars, and thereupon he brings suit, &c. A. Hall, Atty. for Plffs. And afterwards, to wit, on the 29th day of August, 1842, the defendant, by his Attorney Wm. C. Lawrence, filed the following plea, to wit: Union Com. Pleas, April Term, 1842. P. B. Cole ads. Robert M'Ilvaine & James E. Harriott, for the use of J. E. Harriott. And the said P. B. Cole come & defends, &c. when, &c., and prays judgment of the Declaration aforementioned, because he says that the promises in said declaration mentioned, if any such were made, were, and each and every of them was made by the said P. B. Cole to one Robert, M'Ilvain & Edgar Harriott, late partners in trade under the name of M'Ilvain & Harriott, and not to the said Robert M'Ilvain & James E. Harriott, as alleged in the plaintiffs said declaration; and this the said P. B. Cole is ready to verify - wherefore, as the said firm of Robert

McIlvaine & Edgar Harriott, under the name of McIlvaine & Harriott, is not named in said declaration, and a wrong name inserted, the said P. B. Cole prays judgment, and that the said declaration may be quashed, and also for his costs. By Wm. C. Lawrence, his Atty. State of Ohio, Union County, ss. P. B. Cole being duly sworn according to law, says that the facts stated in the foregoing plea, are true, as he verily believes. P. B. Cole. Sworn to and subscribed this 29 day of August, 1842. James Turner, J. P. And afterwards, to wit, on the 30th day of August, 1842, it is ordered by the Court that the plaintiffs have leave to amend their declaration in this case, and pay the costs - and this cause is continued. And afterwards, to wit, on the 6th day of October 1842, the plaintiffs, by their said Attorney, filed the following amended Declaration, to wit: Union County Common Pleas - April Term, A. D. 1842. McIlvain & Harriott, for the use of I. E. Harriott, vs. P. B. Cole. Assumpsit. Robert McIlvain and Edgar Harriott, partners under the name, firm and style of McIlvain & Harriott, for the use of I. E. Harriott, complain of P. B. Cole, in a plea of assumpsit, for that whereas the said Cole, on the 26th day of June, 1841, made his promissory note in writing, at Union County, and delivered the same to the said McIlvain & Harriott, partners as aforesaid, and the said Harriott acquired a full and entire interest in said promissory note by purchase, and by the delivery thereof to him from the said McIlvain & Harriott, the interest of said McIlvain & Harriott in said note thereby vesting in said I. E. Harriott; and the said Cole thereby promised to pay the said plaintiffs forty one dollars and eleven cents on the day of 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 also for that whereas the said defendant, on the 20th day of August, 1841, at Union County, was indebted to the said plaintiffs in one 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 one 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 one hundred dollars for the price and value of work then and there done, and materials for the same provided by the plaintiffs for the defendant at his request: And in one hundred dollars for money then and there lent by the plaintiffs to the defendant at his request: And in one hundred dollars for money then and there paid by the plaintiffs for the use of the defendant at his request: And in one hundred dollars for money then and there received by the defendant for the use of the plaintiffs: And in one hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them: And whereas, the defendant afterwards, on the first day of September, 1841, 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 one hundred dollars, and thereupon he brings suit, &c. A. Hall, Atty. for Plffs. — And afterwards, to wit, on the 18th day of November, 1842, this Cause was continued. And afterwards, to wit, on the day and year first herein aforesaid, came the said McIlvain & Harriott, by their Attorney, and the

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Attest:

Lyne Starlin

vs.

Reuben P. Ma

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said P. B. Cole, 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 requiring a jury, and the Court being fully advised in the premises, do assess the damages of the said plaintiffs to twenty three dollars and seventy cents. Therefore it is considered by the Court, that the said plaintiffs recover of said defendant the said sum of twenty three dollars and seventy cents, their damages aforesaid in form aforesaid assessed; and also their costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

Lyne Starling
vs.
Reuben P. Mann.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit on the 8th day of November, 1842, the complainant by his attorneys, filed the following Bill in Chancery, to wit: To the Honorable Court of Common Pleas within and for the County of Union, and State of Ohio in Chancery sitting: Your orator Lyne Starling, of the County & State aforesaid, represents, that on or about the 4th day of March, A. D. 1837, he was seized in fee simple of a certain tract or parcel of land, situate in the County of Union and State of Ohio, bounded & described as follows, to wit: Part of Survey No. 2675, in the name of Lucas Sullivant, beginning at two white oaks on the bank of Darby creek, upper corner to Survey No. 2675; thence N. 52° 25' E. 190 poles to a small red oak & two dogwoods; thence N. 40° W. 231 poles to four sugar trees; thence S. 85° E. 337 poles to an elm & sugar tree; thence N. 52° 25' E. 32 poles to three hickory saplings; thence S. 37° E. 40 poles to two buckeyes & a maple corner to Jas. Reed's; thence S. 53° W. 444 poles to two hickories from one root on the bank of the said Darby Creek, corner to Saml. Reeds land; thence up the creek with the meandes thereof and binding thereon, at low water mark, to the beginning, containing two hundred and seventy four acres of land - and being so seized, your orator further represents, that on or about the 4th day of March, A. D. 1837, he entered into an agreement, which was reduced to writing, and signed by your orator and a certain Reuben P. Mann of Union County (whom your orator prays may be made defendant to this bill) for the sale of the above described tract or parcel of land to the said Reuben P. Mann, and is, in substance, as follows, to wit: the said Reuben P. Mann agreed to pay to your orator for the above described tract or parcel of land the sum of nineteen hundred and eighteen dollars - four hundred and fifty dollars in hand, and the balance in two instalments, with interest annually, as follows, to wit: Seven hundred and thirty four dollars on or before the 4th day of March, A. D. 1838, and seven hundred and thirty four dollars on or before the 4th day of March, A. D. 1839, for which two last mentioned sums of money the said Reuben P. Mann then executed his two single bills or notes, bearing interest as aforesaid from date, to the said Lyne Starling or order, in consideration whereof, your orator agreed for himself, his heirs, exec^rs, adm^rs or assigns, upon the punctual payment of the aforesaid instalments with interest as aforesaid, at the time limited for the payment of the same by the

said articles of agreement, to convey by general warranty deed the above de-
scribed tract or parcel of land unto the said Reuben P. Mann, his heirs
or assigns (a copy of which said articles of agreement is herewith filed
and made a part of this Bill, marked A.) Your orator further represents,
that he is now, and has been, in all respects, ready and willing to comply
with the terms and conditions of the said articles of agreement on his part to
be performed, and hereby offers so to do, on said Reuben P. Mann's
complying on his part fully with said contract; and that he has applied
to the said Reuben P. Mann and requested him specifically to perform
his part of the said articles of agreement, to be by him performed; but
the said Reuben P. Mann hath hitherto wholly neglected and refused so
to do, to the great damage of your orator. Your orator therefore prays
that the writ of Subpoenal may issue against the said Reuben P. Mann,
that he may be compelled to answer all and singular the premises.
Your orator further prays, that on the final hearing of this cause, the
said Reuben P. Mann may be decreed to pay to your orator the amount
of both principal and interest that may be found due to him on the said
articles of agreement, in a limited time, and specifically to perform
his said contract; and in default thereof, that the said articles of agree-
ment between your orator and the said Reuben P. Mann, may be re-
scinded, or for such other and further relief as equity and good conscience
may require. W. & K. Thomas, & John W. Andrews, Sols. for Complt.—
And afterwards, to wit, on the 8th day of November, 1842, the following
Subpoena was issued, to wit: The State of Ohio, Union County, ss. To the Sheriff
of said County, Greeting: We command you, that you summon Reuben P. Mann
to appear before our Court of Common Pleas in and for the county aforesaid
at the Court house in said county, forthwith to answer the matters and
charges contained in a Bill in Chancery exhibited against him by Lyne
Starling, and this he shall in no wise omit under the penalty of one thou-
sand dollars and have you then there this writ. Witness John Cassil, Clerk
pro tem. of said Court, at the Court House in Marysville, this 8th day of November,
A. D. 1842. John Cassil, Clerk pro tem. Returned endorsed: Served pr. acknowl-
edgement Novr. 8, 1842. W. W. Steele, Sheriff. And afterwards, to wit,
on the day and year first herein aforesaid, this cause was dismissed at the
costs of the defendant. It is therefore ordered and decreed by the
Court, that the defendants pay the costs herein, taxed to
within ten days, and in default thereof, that execution issue therefor,
as upon judgments at law.

Attest: John Cassil, Clerk.

Lyne Starling
vs.
David Chapman.

Pleas before his Honor Joseph R. Swan, Pres-
ident, and Silas S. Strong, James R. Smith
and Christian Myers, his Associates, Judges,
at a Court of Common Pleas begun and
held at the Court House in the town of Marysville, in the year of our
Lord one thousand eight hundred and forty three, on the eighteenth day
of April in said year. Be it remembered, that heretofore, to wit, on the
8th day of November, 1842, the complainant filed the following Bill
in Chancery, to wit: To the Honorable Court of Common Pleas within
and for the county Union and State of Ohio, in Chancery Sitting:

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Your orator Lyne Starling of the County of Franklin & State aforesaid, represents, that on or about the 7th day of March, A. D. 1835, he was seized in fee simple of a certain tract or parcel of land, situate in the County of Union and State of Ohio, bounded & described as follows, to wit: Part of Survey No. 3484, in the name of L. Sullivant - beginning at a red oak and elm on the east bank of Darby creek, upper corner on the creek to a lot sold S. McCollough; thence N. 52 E. 138 poles to a walnut and [illegible] ash; thence N. 38° W. 82 poles to a sugar and ironwood in the upper line of the Survey; thence S. 52 W. 220 poles to a buckeye, sugar & 2 lynns, upper corner on the creek to the original Survey; thence down the creek with its meanders, & binding thereon to the beginning, containing eighty three acres and one half acre - and being so seized, your orator further represents, that on or about the 7th day of March, A. D. 1835, he entered into an agreement which was reduced to writing, and signed by your orator and a certain David Chapman of Union County (whom your orator prays may be made defendant to this bill) for the sale of the above described tract or parcel of land to the said David Chapman, and is in substance as follows, to wit: The said David Chapman agreed to pay to your orator for the above described tract or parcel of land, the sum of three hundred and thirty four dollars in three instalments, with interest, as follows: one hundred dollars in hand, one hundred and seventeen dollars on or before the 7th day of March, A. D. 1836; and one hundred and seventeen dollars on or before the 7th day of March, A. D. 1837, for which two last mentioned sums of money the said David Chapman then executed his two single bills or notes, bearing interest from date, to the said Lyne Starling, or order - in consideration whereof, your orator agreed for himself, his heirs, executors, admrs. or assigns, upon the punctual payment of the aforesaid instalments with interest as aforesaid, at the time limited for the payment of the same by the said articles of agreement, to convey by general warranty deed the above described tract or parcel of land unto the said David Chapman, his heirs or assigns (a copy of which said articles of agreement is herewith filed and made a part of this bill, marked A.) Your orator further represents, that he is now, and has been in all respects, ready and willing to comply with the terms and conditions of the said articles of agreement on his part to be performed, and hereby offers so to do, on said David Chapman's complying on his part fully with his said contract: and that he has applied to the said David Chapman and requested him specifically to perform his part of the said articles of agreement, to be by him performed, but the said David Chapman hath hitherto wholly neglected and refused so to do, to the great damage of your orator. Your orator therefore prays that the writ of Subpoena may issue against the said David Chapman, that he may be compelled to answer all and singular the premises. Your orator further prays, that on the final hearing of this cause, the said David Chapman may be decreed to pay to your orator the amount of both principal and interest that may be found due to him on the said articles of agreement, in a limited time, and specifically to perform said Contract - and in default thereof, that the said articles of agreement between your orator and the said David Chapman may be rescinded; or for such other and further relief as equity and good conscience may require. W. & R. Thomas, & John W. Andrews, Sols. for Compt.

And afterwards, to wit, on the 8th day of November, 1842, 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 David Chapman to ~~appear~~ before our Court of Common Pleas in and for the County aforesaid, at the Court house in said county, forthwith, to answer the matters and charges contained in a Bill in Chancery exhibited against him by Lyne Starling, and this he shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ. Witness John Cassil, Clerk pro tem. of said Court at the Court house in Marysville, this 8th day of November, A. D. 1842. John Cassil, Clerk pro tem. Returned endorsed: Served by certified copy Nov. 8, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 19th day of April, 1843, this cause came on to be heard upon the bill, exhibits and testimony, and the defendant still failing to appear, and plead, answer or demur to said bill, the Court, in consideration of the premises, do order and decree that the said bill be taken for confessed, and the Court do further find that the sum of three hundred and forty seven dollars and ninety two cents, is due by the said David Chapman to the said Lyne Starling on the said articles of agreement between the said Lyne Starling and the said David Chapman; and that the said David Chapman hath failed to perform his part of the said agreement — It is therefore ordered and decreed that the said David Chapman pay to the said Lyne Starling the said sum of three hundred and forty seven dollars and ninety two cents, and specifically perform his part of the said agreement within ten days, and in default thereof, it is ordered and decreed that the said articles of agreement be rescinded and that the said Lyne Starling be released from the performance of all covenants and agreements on his part made in the said articles of agreement with the said David Chapman — and it is further ordered and decreed that the said David Chapman pay the costs of this suit within ten days, and in default thereof, that execution issue therefor, as upon judgments at law; which said costs are taxed to

Notice of appeal by defendant.

Attest: John Cassil, Clerk.

J R Swan

Simon Shark
vs.
Abel Hutchison & John Raymond.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it Remembered, that heretofore, to wit, on the 5th day of September, 1842, the plaintiff, by his Attorney, filed the following Praecipe and affidavit, to wit: Simon Shark vs. Abel Hutchinson & John Raymond. Replevin in Union Common Pleas — Damages $100.00. The Clerk will issue a writ of Replevin for one bay horse 3 years old last Spring. A. Hall, Atty. per Plff. Simon Shirk makes oath that he has good right to the possession of the goods and chattels described in the praecipe, and that they are wrongfully detained by Abel Hutchinson and John Raymond; and that said goods and chattels were not taken in execution on any judgment

against the said plaintiff, nor for the payment of any tax, fine or amercement assessed against the said plaintiff, nor by virtue of any writ of Replevin, or any other mesne or final process whatever, issued against the said plaintiff. Simon Shark. Sworn and to subscribed this 5th day of September 1842, before me. John Cassil, Clerk pro tem. And afterwards, to wit, on the day and year last aforesaid, the following Writ of Replevin was 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 Shark the goods and chattels following, to wit: one bay horse (three years old last spring) which Abel Hutchinson and John Raymond wrongfully detain from the said Simon Shirk, as is said; and also that you Summon the said Abel Hutchinson and John Raymond to appear at the next term of our said Court of Common Pleas to be held within and for the County of Union, to answer unto the said Simon Shirk for the unlawful detention of the goods and chattels aforesaid- Dgmages one hundred dollars -and have you then there this writ. Witness Johnn Cassil, Clerk pro tem. of said Court, at the Court House in Marysville, this 5th day of September, A. D. 1842. John Cassil, Clerk pro tem. - Said writ was returned endorsed: Served by delivering horse to S. Shark, & taking bonds, & by leaving a copy of this writ for A. Hutchinson Sept. 6th, 1842, & by copy on John Raymond Sept. 6th, 1842. W. W. Steele, Shff. Said bond reads in the words and figures following, to wit: Know all Men by these Presents, That we, Simon Shark, John M. Blue, & James Hamilton, are held and firmly bound unto Abel Hutchinson & John Raymond in the penal sum of one hundred dollars, lawful money, to the paymont of which well and truly to be made we bind ourselves, our heirs, Executors & administrators, firmly by these presents. Sealed, Signed & delivered by us this 6th day of Sept. A. D. 1842. The condition of this bond is this: Whereas, the said Simon Shark has this day sued out of the Clerks office of the Court of Commom Pleas of Union County for 1 bay horse, three years old last spring: which said writ is returnable to next term of said Court. Now if said Shark does well and truly appear at the nextt term, and prosecute his suit to effect, and pay all damages and costs, that may be awarded against him, then this obligation to be void: otherwise to remain in full force & virtue in law. Simon Shark (Seal) John M. Blue. (Seal) James Hamilton. (Seal) And afterwards, to wit, on the 14th day of November, 1842, the plaintiff, by his said attorney, filed his Declaration herein, as follows, to wit: In Union Common Pleas, Nov. Term, 1842. Simon Shark complains of Abel Hutchinson and John Raymond in a plea of Replevin, for that the said defendants, on the 4th day of September, 1842, at Union county aforesaid, were possessed of certain goods and chattels of the said plaintiff, to wit: One Bay Horse, three years old last spring (meaning the Spring next previous to said 4th day of September) to be delivered to the said plaintiff when the said defendant should be thereto afterwards requested. Yet the said defendants, though requested so to do, have not delivered said horse to the said plff., and so the said defendants wrongfully detain the same from the said plff. - to his damage 100 $, and therefore he sues, &c. A. Hall, Atty. per Plff. And afterwards, to wit, on the 19th day of December, 1842, the defendants, by Wm. C. Lawrence, their attorney, filed the following plea, to wit: State of Ohio, Union County, ss. Abel Hutchinson & John Raymond, ads. Simon Shark. Union Com. Pleas, Nov. term, 1842. And the said defendants come and defend, &c., and say that they do not wrongfully

detain the goods and chattels specified in declaration, or any part thereof, in manner and form as the plaintiff has therein alleged, and of this they put themselves on the country, and the defendant doth the like. By Wm. C. Lawrence. And the said defendant Abel Hutchinson further says that the said Simon Shirk ought not to have his aforesaid action against him, because he says that at the time when the wrongful detaining of the said horse in the declaration mentioned is supposed to be the property and possession of the said horse was in this defendant justly and not wrongfully, by virtue of a writ of execution directed to in and delivered to this defendant as constable, which he then was, upon which said writ a levy was made in favor of the firm of Davis & Harrington upon said horse, as of the goods and chattels of Jonathan Shirk, the rightful owner of the horse aforesaid, and this he is ready to verify — wherefore he prays judgment if the said Simon ought to have or maintain his action aforesaid against him, &c. By Wm. C. Lawrence, his Atty. And afterwards, to wit, on the 19th day of April, 1843, came the parties by their attorneys and thereupon came a Jury, to wit: David Chapman, David R. Sprague, Robert Graham, Samuel A. Cherry, Joseph Stiner, Andrew Keyes, Josiah Reed, Samuel Kirk, Dennis Welch, Jesse Porter, Gregory Hawley, and Elias Topliff, who, being empanelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say, that the said Abel Hutchinson and John Raymond do detain the goods and chattels of the said Simon Shirk, in manner and form as the said Simon Shirk hath complained against them; and they assess the damages of the said Simon Shark, by reason of the premises, to one cent. Therefore it is considered that the said plaintiff recover of the said defendants the said sum of one cent, together with his costs in this behalf expended, taxed to

Notice of appeal by defendants.

Attest: John Cassil, Clerk.

Samuel Wheeler
vs.
Hugh McAdow.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, his Apociates, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 2d day of November, 1842, the plaintiff, by Otway Curry 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 Hugh McAdow 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 Samuel Wheeler in a plea of Assumpsit — damages three hundred dollars — and have you then there this writ. Witness John Cassil, Clerk pro tem. of said Court, at the Court house aforesaid, this 2d day of Nov. A. D. 1842. John Cassil, Clerk pro tem. Said writ was endorsed: Suit brought on note of hand given by defendant to plaintiff for two hundred dollars, dated September 16th, 1837 — Also, for goods sold and delivered, money had &

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Samuel D
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received, &c. Otway Curry, Attorney for Plff. Returned endorsed; Served by certified copy Nov. 4th, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 24th day of November, 1842, the plaintiff, by his said attorney, filed the following declaration, to wit: Union County, ss. Court of Common Pleas, November Term, A. D. 1842. Samuel Wheeler complains of Hugh McAdow in a plea of Assumpsit, for that whereas the said Hugh M'Adow, on the 16th day of September, 1837, at Union County, Ohio, made his promissory note in writing, and delivered the same to the said Samuel Wheeler, and thereby promised to pay to the said, Samuel Wheeler or order two hundred dollars, in two years after the date thereof, which period has now elapsed; and the said Hugh McAdow then and there, in consideration of the premises, promised to pay the amount of the said note to the said Samuel Wheeler, according to the tenor and effect thereof: And also for that whereas the said Hugh McAdow, on the 16th day of September, 1837, at Union County, Ohio, was indebted to the said Samuel Wheeler in the 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: And in two hundred dollars for money then and there had and received by the defendant for the use of the plaintiff: And whereas, the defendant afterwards, on the first day of January, 1842, in consideration of the premises, 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 Three Hundred Dollars; and thereupon he sues, &c.—By Otway Curry, his Atty. And afterwards, to wit, on the 19th day of April, 1843, came the said Samuel Wheeler by his attorney, and the said Hugh McAdow, though solemnly called, came not, but made default; whereupon it is considered that the said Samuel Wheeler 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 Samuel Wheeler to one hundred and eighty two dollars and five cents. Therefore it is considered that the said Samuel Wheeler recover of the said Hugh McAdow the said sum of one hundred and eighty two dollars and five cents, his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

Samuel Dixon vs. Conrad Wolley.

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and forty three. Be it remembered, that heretofore, to wit, on the 31st day of August, 1842, the defendant filed the following transcripts from the docket of Christian Myers, a Justice of the Peace, to wit: Samuel Dixon, Assignee of M. Beard and L. Turner vs. John Deck. Suit brought on note purporting to be given by John Deck, transferred from Beard to Turner, and from Turner to Dixon, dated 17th October 1834, due two years after date, with interest. Amount $59.00. November 26. Summons issued not. No-

Debt,	$80.61
Justice's fees,	35
Bail bond,	25
1st Execution,	25
2 Execution	25
3 Execution,	25

vember 27. The defendant John Deck appeared and confessed a judgment in favor of the plaintiff Samuel Dixon, for the sum of eighty dollars and sixty one cents and costs of suit, taxed at 35 cents. In the action of Samuel Dixon, Assignee of Michael Beard and L. Turner, against John Deck, I, Conrad Wolley, do acknowledge myself bail for John Deck for the stay of execution, in the sum of eight one dollars and twenty five cents, to be levied of his goods and chattels, lands and tenements, if default be made in the condition following, which is, that the said John Deck shall pay the above judgment, including costs, together with the interest and costs that may accrue. Signed, Conrad Wolly. Taken, signed and acknowledged before me on the 6th of Dec. 1840. C. Myers, J. P. August 23d, 1841 - Execution issued to M. Brown, Constable. Sept. 23d, 1841 - execution issued to M. Brown, const. Dec. 3d, 1841 - execution issued to M. Brown, const. 1st execution returned, levied by const. on one undivided one third of two fields of corn, and two hay Stacks, all sold to David Dixon for three dollars. 2d execution levied on four hogs and one whip - hogs sold to D. Dixon for one dollar & forty one cents, and whip sold to M. Brown for 25 cents. Last execution returned by Wm. Thompson, a constable - no property found whereon to levy. 6th April, 1842. Scire facias issued against docket bail, directed to M. Brown, a const.; made a return of reading to Conrad Wolly. C. Myers, J. P. State of Ohio, Union County, ss. I, Christian Myers, a former Justice of the Peace in & for the township of Mill Creek in the County and State aforesaid, do hereby certify that the above is a correct transcript of the proceedings had before me in the above case. - Given under my hand & seal this 19th of April, 1843. Christian Myers

Seal.

Samuel Dixon, Assignee of M. Beard & L. Turner vs. Conrad Wolley, dock. bail for John Deck.

Debt	$61.53
Justice's fees on original judgment,	1.35
Costs. do.	1.38
To M. Brown	
To Wm. Thompson	10
Justice's fees on this suit,	62½
Const. do.	25
Appeal bond,	25
This transcript,	31¼

Execution issued to Wm. Thompson, a const. & made return in due time, no property found whereon to levy. Suit brought by Scire facias against docket bail on his recognizance April 6th, A. D. 1842. Scire facias issued against Conrad Wolly, directed to M. Brown, a const., and made return in due time, served by reading - fees 25 cents. The defendant Conrad Wolley appeared by himself and counsel, on the 13th day of April, A. D. 1842. After hearing, the above judgment is therefore suspended until the 23d inst. for consideration. After due consideration, it is adjudged that the plaintiff Samuel Dixon, Assignee of M. Beard & L. Turner obtain a judgment against Conrad Wolley for the sum of sixty one dollars and fifty three cents, and costs of suit. - In the action of Samuel Dixon, assignee of M. Beard & L. Turner against Conrad Wolley, I, Daniel Duvall, do acknowledge myself bail for the appellant in the sum of one hundred and twenty five 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, and

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James L. Wo
vs.
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Enos Gray, and
Charles C. Rick
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the costs that may accrue in the Court of Common Pleas. Signed: Daniel Duvall. Taken, signed and acknowledged before me, on the 2d day of May, A. D. 1842. Christian Myers, J. P. State of Ohio, Union County, ss. I Christian Myers, a Justice of the peace in and for the township of Mill creek in the County of Union, do hereby certify that the foregoing is a correct transcript of the proceedings had before me in the cause aforesaid. Given under my hand and seal this 9th day of June, A. D. 1842. Christian Myers. Seal.

And afterwards, to wit, on the 8th day of November, 1842, this cause was continued.—

And afterwards, to wit, on the 5th day of December, 1842, the plaintiff, by his attorney, filed the following declaration, to wit: State of Ohio, Union County, ss. Court of Common Pleas, Nov. Term, A. D. 1842. Samuel Dixon vs. Conrad Wolley. On sci. fa. This cause comes into Court on an appeal from the docket of a Justice of the peace; and thereupon the said Samuel Dixon complains of the said Conrad Wolley, for that whereas the said Samuel Dixon, as Assignee of M. Beard and L. Turner, recovered a judgment against John Deck for the sum of eighty dollars and Sixty one cents, on the 27th day of Nov. A. D. 1840, as appears of record on the docket of Christian Myers, a Justice of the peace of Mill Creek township, Union County, Ohio — And whereas, afterwards, on the 6th day of December, A. D. 1840, the said Conrad Wolley became surety on behalf of the said John Deck, for the payment of the amount of the above named judgment, together with the costs and interest, and the costs that might accrue to the said Samuel Dixon, as appears by the recognizance of the said Conrad Wolley on the docket of the said justice of the peace, which judgment, interest & costs remain due and unpaid — And whereas the said justice of the peace afterwards, on the 6th day of April, A. D. 1842, issued a writ of sci. fa. against the said Wolley, to appear on the 13th of the same month, and show cause why judgment should not be rendered against him, for the debt, interest and costs aforesaid — and to show cause (if any there was) why execution should not issue therefor, which writ was duly served and returned — And afterwards, on the 15th day of April, 1842, judgment was, by the said justice of the peace, rendered against the said Conrad Wolley for the amount of the said debt, interest & costs; from which judgment this appeal was taken by the said Wolley. The prayer of the plaintiff is, that judgment be rendered against the said Wolley for the amount of the judgment, interest and costs made in the Court below, and also in this Court: and that he be allowed an execution therefor. By P. B. Cole, his Atty. And afterwards, to wit, on the 19th day of April, A. D. 1843, came the said Samuel Dixon, and the said Conrad Wolley, being solemnly called, came not, but made default: Therefore, it is considered that the said Samuel Dixon have his execution against the said Conrad Wolley of the sum of Sixty five dollars and twenty two cents, his damages and costs herein; and also for his costs in this behalf expended, taxed to

Attest: John Cassil, Clerk.

James L. Ward
vs.
Lewis R. Dibblee,
Enos Fray, and
Charles C. Richardson,
(partners, trading under the name and firm of Dibblee, Fray & Co.) and
William W. Steele.

forty three. Be it remembered, that heretofore, to wit, on the 10th day of

Pleas before his Honor Joseph R. Swan, President, and Silas G. Strong, James R. Smith and Christian Myers, 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 eighteenth day of April, in the year of our Lord one thousand eight hundred and

September, 1842, filed in the office of the Clerk of said Court of Common Pleas, a certain 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 and State of Ohio in Chancery sitting: James L. Ward, merchant, of Marysville, Union County, Ohio, represents that Lewis R. Dibblee, Enos Pray & Charles C. Richardson (merchants trading under the firm of Dibblee, Pray & Co.) of the city of New York and State of New York (and whom your orator prays may be made defendants to this bill) on or about the 16th day of March, A.D. 1841, became the creditors of your orator for the sum of $258.77, for the price and value of goods, wares and merchandise purchased by your orator of said Dibblee, Pray & Co. + Your petitioner + further represents, that said Dibblee, Pray & Co. did, on or about the 3d day of November, 1841, cause suit to be commenced upon said claim, upon the Law side of the Court of Common Pleas sitting in and for the county of Union and State of Ohio. Your orator further States, that afterwards, to wit, at the April term of the Court of Common Pleas aforesaid, A.D. 1842, the said Dibblee, Pray & Co. recovered a judgment upon said claim against your orator, for the sum of $223.31 cts. damages, and $8.74½ costs. Your orator further States, that finding himself embarrassed and owing debts which he was not able to pay, he made his application to the District Court of the United States in and for the District of Ohio, for the benefit of "An Act to establish a uniform system of Bankruptcy throughout the United States: Approved, August 19th, 1841. Said application was by your orator, duly verified before the proper commissioner for Union County and State of Ohio, on or about the 18th day of July, A.D. 1842, and was filed by him in said District Court, and is set for hearing on the 19th day of October, 1842. Your orator further States, that after the verification and filing of his said application, to wit, on the 6th day of September, A.D. 1842, the aforesaid Dibblee, Pray & Co. issued an execution upon said judgment, directed to the Sheriff of the County of Union and State of Ohio, whereupon William N. Steele, Sheriff of said County (whom your orator prays may likewise be made defendant to this bill) made a levy upon certain personal property of your orator upon the 7th day of September, 1842; and now holds said property, to dispose of it, agreeably to the law in such case made and provided. Your orator further States, that said personal property was put in the Schedule B, accompanying his said application to the District Court of the United States aforesaid, as part of his assets placed at the disposal of the District Court aforesaid. Your orator further States, that said personal property is such as may be set off to him by the proper Assignee appointed by said District Court, that all of the aforesaid property your orator expected and believed would be so set off and allowed to him, and that by the defendants depriving him of said property, he will fail in receiving all that benefit, he expected to receive from his aforesaid application to the District Court of the United States aforesaid, and by his compliance with the provisions of said Bankrupt Law, and the Rules and orders of said United States Court. Your orator further States, that notwithstanding the compliance aforesaid, he may probably be forever debarred from obtaining that relief he has a right to expect, inasmuch as the Assignee that may be appointed by said District Court, in whom, by law, all your orator's property will be vested, will be unable to find said property levied upon, in your orator's possession, upon whose information of such fact, said Dist- Court will entirely disregard your orator's petition for discharge, as provided by said Bankrupt Law. Your orator

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further states, that if said Dibblee, Pray & Co., & said Steele, are permitted to proceed any further on said judgment and execution, it will be giving said Dibblee, Pray & Co. a preference over other of your orator's creditors against the Spirit and letter of an equitable construction of said bankrupt law. In tender consideration whereof, and inasmuch as your orator can have no adequate remedy by the strict rules of law, your orator therefore prays that a writ of injunction may issue, that said Dibblee, Pray & Co. and said Steele, may be compelled to answer all and singular the premises contained in this bill; that all further proceedings under said execution or upon said judgment may be stayed; that his property levied upon as aforesaid, may be returned to him; that he may retain possession of said property until it may be disposed of according to the provisions of said bankrupt law. And your orator further prays, that on the final hearing of this cause, the said Dibblee, Pray & Co., and said Wm. W. Steele, may be decreed to release their claim to said property, and to withdraw the execution, if it shall appear that your orator has been declared a bankrupt, under said bankrupt law, by the district court of the United States for the District of Ohio aforesaid; and furthermore, that said Dibblee, Pray & Co. may be decreed to pay to your orator such damages as he may have sustained by reason of the premises; and that you orator may have such other and further relief in the premises as equity and good conscience may require. C. N. B. Allison, Sol. for Complainant. State of Ohio, Union County, ss. I, James L. Ward, being duly sworn, depose and say, that all the several matters and things which are stated in the foregoing bill, as from the information of others, I believe to be true; and that all the several other matters and things therein set forth, are true in substance and in fact. James L. Ward. Sworn to and subscribed before me this 9th day of September, A. D. 1842. James Turner, J. P. — Said bill was endorsed: I allow an injunction, as prayed for in this bill, to be continued until the further order of the court; and that the plaintiff give bond and security to the defendants in the sum of 100 dollars, conditioned according to law. Silas G. Strong, Associate Judge, Sept. 9th, 1842. Said bond was filed on the 12th day of September, 1842, and reads in the words and figures following, to wit: Know all Men by these Presents, That we, James L. Ward, John Weaver are held and firmly bound unto Lewis R. Dibblee, Enos Pray & Charles C. Richardson (partners in trade under the name and firm of Dibblee, Pray & Co.) in the sum of one hundred dollars, to the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals, and dated this 10th day of September, A. D. 1842. The condition of the above obligation is such, that whereas the above named James L. Ward has obtained an allowance of an injunction before Silas G. Strong, an associate Judge of 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 Dibblee, Pray & Co. against the said James L. Ward at the April term of said Court, A. D. 1842, for the sum of $223.31 damages, and $8.74½ costs, until the matter thereof can be heard in equity. Now if the said James L. Ward shall pay all moneys and costs due, or to become due, from him the said James L. Ward in said judgment at law, and all moneys and costs which shall be decreed against the said James L. Ward, in case said injunction shall be dissolved, then this obligation shall be void: otherwise to be in full force and virtue in law. James L. Ward (Seal) John Weaver (Seal) And afterwards, to wit, on the 12th day of

September, 1842, the following writ issued, to wit: The State of Ohio, Union County, ss. To the Coroner of said County, Greeting: We command you that you summon Lewis R. Dibblee, Enos Gray, and Charles C. Richardson (trading under the name and firm of Dibblee, Gray & Co.) and William W. Steele, to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County, on the eighth day of November, A. D. 1842, to answer the matters and charges contained in a Bill in Chancery exhibited against them by Ignes L. Ward; and this they shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ. Witness John Cassil, Clerk pro tem of said Court, at the Court House in Marysville, this 12th day of September, A. D. 1842. John Cassil, Clerk pro tem. Said writ was endorsed: Injunction allowed, and bail given.- John Cassil, Clerk pro tem. Returned endorsed: Served on W. W. Steele Sept. 24, as pr. acknowledgment: the others not found. S. F. Woods, Coroner. We acknowledge service of the within writ, and enter our appearance.- Lewis R. Dibblee, Lewis Gray & Charles C. Richardson, by A. Hall their Atty. September 16th, 1842. I acknowledge Service Sept. 24th, 1842. W. W. Steele, Sheff. And afterwards, to wit, on the 19th day of April, 1843, this cause came on to be heard upon the Bill, &c., and was argued by counsel, on consideration whereof, it is ordered and decreed that the injunction granted in this cause, be and the same is hereby made perpetual. It is further ordered and decreed that the defendants pay the costs herein within ten days, or in default thereof, that execution issue, as upon judgments at law. Notice of appeal by defendants.

Attest: John Cassil, Clerk.

Joab Ligget
vs
John D Irwin

Pleas before his Honor Joseph R Swan President and Silas G Strong. James R Smith and Christian Myers. his associates, Judges, At a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in the year of our Lord one thousand eight hundred and forty three. on the eighteenth day of April. in said year

Be it remembered that, heretofore, to wit on the twenty seventh day of August 1842 the plaintiff filed in the office of the Clerk of said Court the following transcript from the docket William T Frank a justice of the Peace of Paris township in said County of Union to wit State of Ohio. Union County Paris township. ss. Justices Docket Entry Joab Ligget Plff vs John D Irwin Deff. Suit brought to recover damages Suit Brought to recover Damages for failing to return an Execution in his hands. Issued by James Turner a Justice of the Peace for the Township of Paris. Union County Ohio against Chester Farnum in favour of the Plff May 19th 1842 Scire facias issued to A C Jennings a Responsible person of Paris Township for the appearance of the Deff. within five days. from the the service. thereof which was returned by said

Judg - $ - 111
Justices costs Scire facias - .25
Issuing 6 Subpoenas .40
1. Do .12 1/2
Swearing 8 witnesses .32
Trial .25
Bail .25
Transcript .31 1/4
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A. C. Jennings Endorsed. Served the within by reading May 20th 1842
Service-10 Mileage-5. —— By request of Plff Subpoenas issued for Agustus Hall
Cornelius Mershon. Joseph Stiner. Christian Stiner. Chester Farnum & James
Turner. and Served by John Hurley. Const. fees $-70. —— May 25th 1842
The Defendant appeared and requested an adjournment until five o'clock P.M.
on this 25th day of May. — By request of Plff a subpoena issued for Mathew
Williams and Sent by John Hurley Const fee $-15. May 25th 5. O'Clock
P.M. Parties appeared and Entered into Trial. Agustus Hall. Chester Farnum.
Cornelius. Mershon. Christian. Stiner. Mathew Williams. Joseph Stiner
John McCollum & John Hurley were Sworn and Examined and after hearing the
testimony— It is considered by me that the Plff recover of the Defendant the
Sum of one cent Damages and costs of Suit and costs of Suit taxed to Six Dol
-lars & nineteen cents. June 3d 1842. The Plff gave notice of Appeal-
In the action of Joab Ligget against John D Irwin. I Joseph Stiner Do ack
nowledge myself Bail for the appealant, in the Sum of fifteen Dollars
to be levied of my Goods and Chattels Lands and Teniments in case the
Appelant Shall be Condemned in the action and shall fail fail to pay
the Condemnation Money, and costs that have accrued or may accrue in
the Court of Common Pleas- Signed Joseph Stiner— - Taken
Signed and acknowledged before me this 3d day of June A.D. 1842
Wm H Frank, J.P.

State of Ohio. Union County. ss. I hereby certify the foregoing Transcript
to be a True Copy of Proceedings had y and before me in the above
Cause- as appears of Record on my Docket- Given under my hand and Seal
this 26th Day of August A D 1842 Wm H Frank J P Seal
And afterwards to Wit on the 12th day of October AD. 1842- the Plaintiff
by his Attorney filed the following Declaration to Wit
State of Ohio Union County. ss. —— Court of Common Pleas August Term
A.D. 1842- This case comes into Court by way of appeal from the
Docket of a Justice of the peace. And thereupon Joab Ligget Complains of
John D Irwin. in a plea of this case. for that whereas the plaintiff heretofore
to wit: on the 28th day of March 1842 at the county aforesaid obtained a
Judgment before James Turner a Justice of the peace of paris Township, Union
County. Ohio. against Chester Farnum, for the Sum of Forty four dollars and
Sixty Six Cents. and costs of Suit; and on the same day last mentioned
the said James Turner was a justice of the peace as aforesaid. and did issue
a writ of execution. whereby he commanded any Constable of said paris Town
-ship of the goods and Chattels of the said Chester Farnum to cause to be made the
debt and Costs (the amount of said Judgment) and costs that might accrue. and
of the said writ of execution to make legal service and due return:—
And on the 28th day of March 1842 said writ of execution was delivered to
John D Irwin, who was then and Continued to be thenceforward, and for more
than thirty days thereafter. a Constable of said paris Township; and although
a Lawful and reasonable time. to wit Thirty days, in which to make return
of said writ of execution, elapsed before the commencement of this suit, during
all which time the Defendant was Constable as aforesaid and, as such constable
could and might and ought to have made return of said writ of execution:
Yet the Defendant being such Constable, disregarding the duty of his office
and wrongfully intending to injure the plaintiff in this behalf did not nor
would at any time during the last mentioned time nor thence forward until

the Commencement of this suit. make return of said writ of execution but failed to make return thereof. Contrary to the form of the Statute in such Case made and provided. whereby the plaintiff hath been and is greatly injured and deprived of the means of obtaining the said Moneys so commanded to be made as aforesaid by said writ of execution. and is likely to lose said moneys. the same being wholly unpaid:—

And also for that whereas the said Joab Ligget heretofore. to wit: on the 28th day of March 1842 at the County aforesaid obtained a certain other judgment before James Turner a Justice of the peace of paris Township Union County Ohio against Chester Farnum for Forty four Dollars and Sixty Six cents debt as also Fifty cents for his damages which he had sustained as well by reason of the detention of the said debt as for his costs and Charges by him about his suit in that behalf expended; and on the same day last mentioned the said James Turner was a Justice of the peace as aforesaid and did issue a certain other writ of execution, whereby he commanded any constable of said paris Township of the goods and Chattels of the said Chester Farnum to cause to be made the said debt and also the said damages and Costs the same being the amount of said other Judgment, and the Costs that might accrue; and of the said other writ of Execution to make legal Service and due return; and on the 28th day of March 1842 said other writ of execution was delivered to John D Irwin who was then and Continued to be thence forward and for more than thirty days thereafter, a constable of said Paris Township and although a lawful and reasonable time, to wit: Thirty days after which to make return of said other writ of execution elapsed before the Commencement of this suit during all which time the Defendant was Constable as aforesaid, and as such Constable Could and might and ought to have made return of said other writ of execution: Yet the Defendant being such Constable disregarding the duty of his office, and wrongfully intending to injure the plaintiff in this behalf. did not nor would not at any time during the last mentioned time nor thenceforward until the Commencement of this suit make return of said other writ of execution, but failed to make return thereof, Contrary to the form of the Statute in such Made and provided, whereby the plaintiff hath been and is greatly injured and deprived of the means of obtaining the said Moneys so Commanded to be Made as aforesaid by said other writ of Execution, and is likely to lose said moneys the same being wholly unpaid.

And also for that whereas the said Joab Ligget heretofore. to wit: on the 28th day of March 1842 at the County aforesaid obtained a Judgment, other than the said Judgments in the first and second Counts of this declaration mentioned, before James Turner a Justice of the peace of paris Township, Union County, Ohio, against Chester Farnum, for Forty Five dollars and Sixteen cents; and on the same day last mentioned the said James Turner was a Justice of the peace as aforesaid and did issue a writ of execution other than the said writs of Execution in the first and second counts of this declaration mentioned, whereby he Commanded any Constable of said paris Township of the goods Chattels of the said Chester Farnum. to cause to be made the said Moneys so recovered as is above in this count set forth, and of said last mentioned writ of Execution to make legal Service and due return: And on the 28th day of March 1842 the said last mentioned writ of execution was delivered to John D Irwin who was then and Continued to be thenceforward and for

more than thirty days thereafter a Constable of paris Township; and although a lawful and reasonable time, to wit Thirty days, in which to make return of said last mentioned writ of execution elapsed before the Commencement of this suit. during all which time the defendant was Constable as aforesaid and as such Constable Could and might and ought to have made return of said last mentioned writ of Execution; Yet the Defendant, being such Constable disregarding the duty of his office, and wrongfully intending to injure the plaintiff in this behalf did not nor would at any time during the last mentioned time nor thenceforward until the commencement of this suit make return of said last mentioned writ of execution but failed to make return thereof contrary to the form of the Statute in such case made and provided: whereby the plaintiff hath been and is greatly injured, and deprived of the means of obtaining the said moneys so commanded to be made as aforesaid by said last mentioned writ of Execution, and is likely to lose said moneys, the same being wholly unpaid: To the damage of the plaintiff One hundred Dollars: and therefore he sues. &c. By Otway Curry his atty

And afterwards to wit. on the 8th day of November ~~AD~~ 1842 this Cause was continued.

And afterwards to wit on the day and year first herein aforesaid Came the said Isaac Liggett by his attorney: and the said John D Irwin though solemnly called, Came not but made default; whereupon it is Considered that the said Isaac Liggett 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 Isaac Liggett to Forty seven Dollars and Forty eight Cents: Therefore it is considered that the said Isaac Liggett recover of the said John D Irwin the sum of Forty ~~Seven~~ Dollars and Forty eight Cents, his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended, taxed to- Motion to open up default-

And afterwards to wit on the 19th day of April aforesaid in the year aforesaid the ~~open up~~ Motion to open up default came on to be heard and the parties having appeared by counsel and the Court being fully advised in the premises do sustain the said motion and order and adjudge that the said default be opened up and the Judgment as rendered up on said default be vacated and opened up and the defendant have leave to plead by the coming in of Court to morrow morning and this case is set for trial by the consent of parties at that time.

And afterwards to wit on the 20th day of April 1843 the defendant by his attorney filed the following plea. to wit-

And the said Irwin comes and defends &c and says that he is not guilty of the said supposed Greivances said to his charge in manner and form as the said plaintiff hath complained against him and of this he puts himself upon the Country and the plff doth the like

By Wm C Lawrence his atty

And afterwards. to wit. on the day and year last aforesaid came the parties by their attorneys and thereupon came a Jury, to wit: Alexander Patterson, James Riddle, John Smith, John Thomas, Joseph Gibson

David Danforth, E. W. Cleary. Thomas Cheney, Jacob Parthemore. James Kincaid. James Thompson, and Eliphaz Burnham. who being empanelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say, that the said John D Irwin is not guilty in manner and form as the said Isaac Liggett hath complained against him. Therefore it is considered by the court, that the defendant go hence without day. and recover of the plaintiff his costs in this behalf expended. taxed to $
Attest John Capil, Clerk

John Geer
vs
Lewis Kroh

Pleas before his Honor Joseph R Swan President and Silas G Strong. James R Smith and Christian his associates Judges. At a court of Common Pleas begun and held at the Court House in the Town of Marysville in the year of Our Lord one thousand eight hundred and forty three on the eighteenth day of April in said year. Be it remembered that heretofore to wit on the 1st day of September 1842 filed the following assignments of errors. with the annexed transcript from the records in the office of the County Auditor of Union County of proceedings in cause which read in the words following to wit. John Geer vs Lewis Kroh. In certiorari from the Judgment of the County Commissioners. John Geer prays of the court their writ of certiorari on the annexed transcript and assigns for error. 1st That the entry does not show that there was twelve petitioners praying said road. 2nd Error That it does not appear that the report of viewers was read on two several days. 3rd The road as ordered does not agree with the report or petitioners. By Wm C Lawrence his Attorney.— Extract from the minutes of the Commissioners of Union County relative to the Kroh road. Dec. 7. 1841.— This day Lewis Kroh filed a petition for a road from Marysville and London Road to Marysville and Sagar Mill road — read the first time.— Wm Winget. Wm Piper. and Jesse Porter appointed viewers. Wm. B. Irwin Surveyor

March 8. 1842.— The report upon the following roads, which were read yesterday. were also read this day to wit: The Kroh Road" &c "First reading of said reports —— Same day:- John Geer. John Roush. George Roush and Adam Bloomershine. presented their application for damages for the Kroh road. running through or upon their premises. Whereupon William Porter, Saml Wood. and Jacob Parthemore were appointed to view said premises, and report thereon to next session of this board. —— June 7. 1842. The report of viewers for damages on the Kroh road" &c "was brought up. read. and disposed of as follows: Awarded to the Kroh road $ 90. &c &c "upon which they were laid over to their next session." —— Report of viewers for assessment of damages. April 25. 1842.- To the Hon. the Commissioners of Union County—

Pursuant to an order to us directed. we the undersigned would respectfully report, that we have viewed the contemplated road. designated as the Kroh road, and have assessed damages in favor of the applicants named in the said order. as follows. to wit: In favor of John Geer $ 5.50 — John Rouse $ 10.00 Geo Rouse $ 11.00. Adam Bloomershine $ 4.00 Respectfully Submitted Wm Porter, Saml Woods. Jacob Parthemore—viewers.— I hereby certify that the above viewers were sworn on the above report before me William B Irwin. J.P.

Minutes Continued June 10. 1842

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1841 This Lewis

This day $5. damage awarded to John Geer on the Kroh road was
this day received. and so much of the road ordered to be opened
as lies between the Snider School house and Kroh's land on the line
of Geers Land". Sept 1. 1842 A true copy O. C. Kennady.
Auditor U. C. — And afterwards to wit on the 1st day of Sept
=tember aforesaid at the August term of said Court the following order was
made to wit: John Geer vs Lewis Kroh — Transcript from the records of
the County Commissioners. On Motion the Court allow a writ of Cer
tiorari upon the applicant giving bond + Security in the sum of $100.00
returnable forthwith. — And afterwards to wit on the said 1st day
of September in the year aforesaid. the applicant filed his bond in
the words following to wit: — Know all men by these presents that
we John Geer and Leonard Geer are held and firmly bound unto
Lewis Kroh in th penal sum of one hundred dollars to th 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 1st day of Sept A.D. 1842
The condition of the above obligation is such that whereas the said John
Geer has obtained the allowance of a writ of certiorari to remove into the Court
of Common Pleas of said County. the consideration of a decision of the Commis=
=sioners of said County upon a Road Lately pending before them called "the
Kroh Road" Now if the said John Geer shall well and truly pay all costs
and charges which have accrued or which may accrue in the prosecution
said Certiorari together with the amount of any Judgment that may
be rendered against the said John Geer in the further trial of said cause
after said decision of said Commissioners shall have been set aside or
reversed then this obligation shall be void other in full force and
virtue in Law

Seal
I J Geer Seal

And afterwards. to wit: on the day and year last aforesaid. the following
writ of Certiorari was issued by James H Gill Clerk of the Court of
Common Pleas aforesaid. to wit: The State of Ohio Union County, ss.
To the Commissioners of said County Greeting
Now are hereby Commanded that a Certified transcript of the Record
and proceedings of a certain Road called "the Kroh Road" lately pending
before you, 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 forthwith
Witness James H Gill Clerk of said Court this 1st day of Septem
-ber AD 1842 James H Gill Clerk —

And Afterwards. to wit: on the 11th day of November A D 1842 at the
November Term of said Court of Common Pleas. On Motion of Defen
dants Counsel. Order for an alias certiorari directed to the Auditor.
to send a full transcript of all proceedings in this case. to the next term
of this Court and this cause was Continued. And afterwards to wit: on the
11th day of April 1843. the following transcript was filed To Wit:
In obedience to the within order, I have the honor to submit the following
transcript of the Record and proceedings of the Kroh Road
Extract from the Minutes of the Commissioners of Union Co. Dec 6.
1841 This Lewis Kroh filed a petition for a Road from Marysville and

London Road to Marysville & Sagar Mill Road – read for the first time Wm Winget. Wm. Piper & Jesse Porter appointed viewers. to meet at the Snider School house on the 9th inst. Wm B Irwin, Surveyor." Said petition reads as follows: "To the honorable the Commissioners of Union County: The petition of the undersigned humbly represent, that they conceive it would conduce to the public convenience. if a road was established agreable to the following boundaries. to wit: Beginning at the school house near Johan Gear's & running on the line between said Gear & Peter Snider; and thence with the line of Lewis Kroh's land; and thence on the line between John Rouse, George Rouse, A. Bloomershine & George Rouse, so as to open a communication between the road from Marysville to London & the road from Marysville to Sagars mill. Your petitioners therfore pray that your honors would appoint suitable characters to view the ground as aforesaid, & make report to you according to law. & your petitioners will pray. &c Sept. 25th 1841

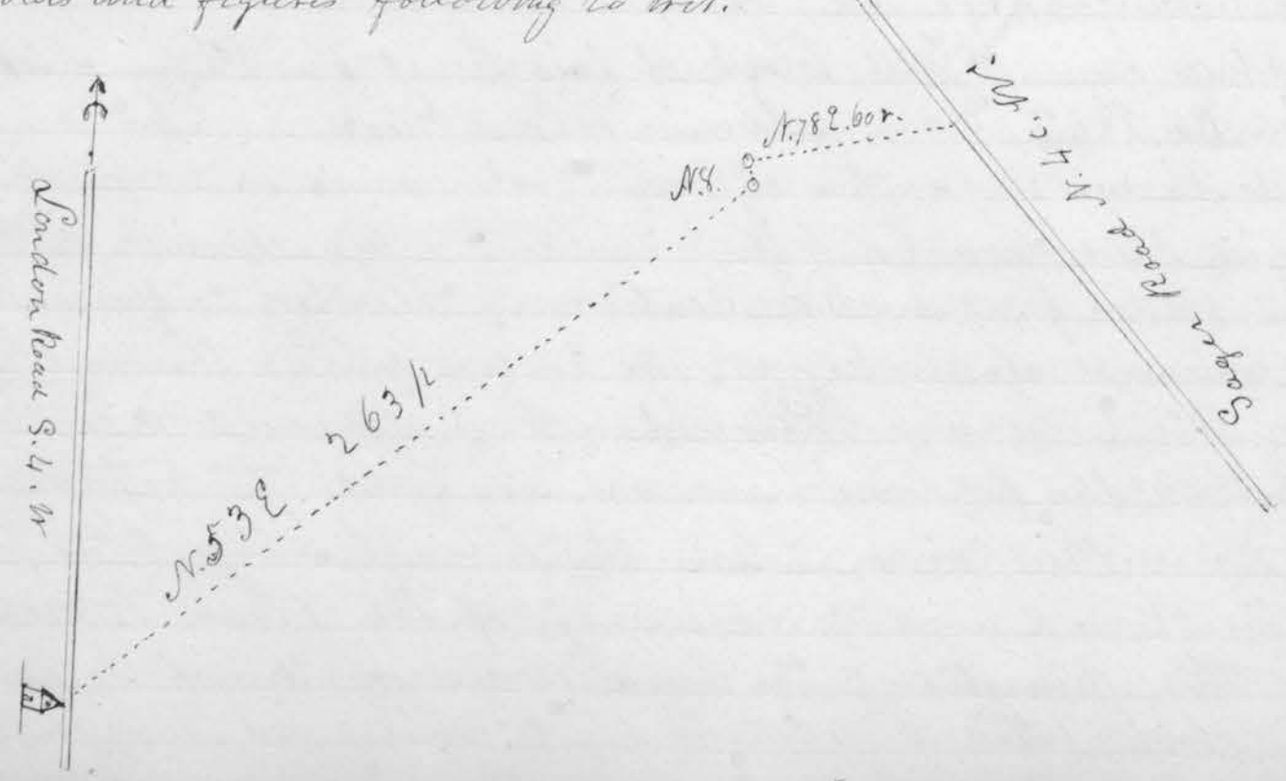
Mirford Curry
Phillip Wright Sr
Myran Pishmichsonr.
Philip Yeagley
Irwin
George Hegenderfer
John Left
Geo W Cherry
John Parke
W H Woods
Samuel Weaver
John Reed 1st
Thomas Reed
Sixtus Kendal
John Kliber
Philip Yeagley
David Kendelman
Beal Sellman
Mirford Kirr
James Reed 1st

Whereupon, on the 7th day of December, 1841, Lewis Kroh executed his bond as follows, with James Reed 1st his security, to wit: "Know all men by these Presents, That we Lewis Kroh & James Reed 1st are held and firmly bound unto the State of Ohio, for the use of the County of Union in the penal sum of Ten Dollars, to the payment of which we bind ourselves, if default be made in the condition of this bond Now the condition of this obligation is this. Whereas the above named Lewis Kroh has this day presented a petetion for a Road, and an order has been made thereon for a view – now if said viewers report favorably, and said road be finally established, then this bound to be null and void; otherwise to remain in full force and virtue in Law

Lewis Kroh (Seal)
James Reed 1st (Seal)

Dec. 7. 1841

Said Report of said viewers and Surveyor hereinbefore appointed, reads in the words and figures following to wit:



I hereby certify
William Piper
as follows: Beg
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December 9th 1
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Viewers –

Chain Carriers

Surveyor

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Auditors office Ma

I hereby certify that I proceeded under the direction of William Winget, William Piper & Jesse Porter, Viewers, to survey a proposed County road as follows: Begining at the London Road at Snider's school house, in the line of Snider & Geer: thence with their line N. 53 E. on their line and the line of Kroh & of John & George Rouse 163 p. to their corner in the line of Bloomershine's land; then with his & John Rouse's line N 10 W. 8 poles to Bloomshines corner; then with their line N. 78 E. 60 poles to the Sagen Road— all of which will appear by the above plat. December 9th, 1841 Wm B Irwin Surveyor.

In compliance with an order from the Board of Commissioners of Union county, in which we were appointed Viewers of a proposed County road, would report, that after being sworn as the law directs we carefully examined sd. rout, as represented on the above plat, and are of opinion that sd. route, if established, would be of public utility, as it would open an outlet to a settlement that have no way of getting out; and the ground is as good as common, and the route tolerably direct— all of which is respectfully submitted December 9th 1841. Wm. Winget. Jesse Porter. Wm C Piper viewers.

We hereby certify that John Reed & James Reed served as Chain carriers on the within road. Wm Winget, Jesse Porter, Wm C Piper Viewers

Union County Dr. To Services in Locating the Kroh Road

Viewers —	William Winget	one day	$1.00
	William Piper	" "	1.00
	Jesse Porter	" "	1.00
Chain Carriers	James Reed	one day	.75
	John Reed	" "	.75
Surveyor	William B Irwin	one day	1 50
			6,00

From Commissioners minutes. March 8. 1842: "The Report upon the following Roads, which were read yesterday - were also read this day, to wit "The Kroh Road" &c "first reading of said reports."

And on the day last aforesaid "John Geer, John Roush, George Roush and Adam Bloomershine presented their application for damages for the Kroh road running through or upon their premises — Where upon William Porter, Samuel Wood & Jacob Parthemore were appointed, to view said premises and report their deliberations thereon to the next Session of this Board.

Whereupon, the following Bond was filed:

Know all men by these Presents, That we, John Geer, George Roush, Adam Bloomershine, John Roush & Leonard Geer, are held and firmly bound unto the State of Ohio, for the use of Union County, in the sum of ten dollars, for the payment of which well and truly to be made we bind ourselves, our heirs, &c. if default be made in the condition following: Whereas, the said John Geer - George Roush, Adam Bloomershine & John Roush have this day had viewers appointed to view and assess the damages sustained by them each of them by reason of the Kroh Road, running through or upon their or either of their lands. Now if damages shall be as-sessed then these presents to be void - otherwise in full force

Auditors office March 8th, 1842, John Geer George Roush Adam Bloomershine George Roush John Leonard Geer "

The Report of the viewers for damages reads as follows, to wit:
"April 25th 1842. To the Hon. the Commissioners of Union County:
Pursuant to an order to us directed, we the undersigned, would
respectfully report, that we have viewed the contemplated road
designated as the Kroh road, and have assessed the damages
in favor of the applicants named in said order, to wit:
In favor of John Geer $3.50. John Rouse. $10.00. George Rouse. $11.00.
Adam Bloomer Shire $4.00. Respectfully submitted Wm
Porter. Samuel Woods. Jacob Fathemore Viewers.

I hereby certify that the above viewers were sworn on the above report
before me William B. Irwin J.P.

From said Minutes of June 7. 1842: "The report of viewers for
damages on the Kroh Road was brought up this day, and read and
disposed of as follows: Awarded to the Kroh road thirty dollars and
fifty cents, upon which it was laid over to their next Session".

From said Minutes of June 10. 1842: "This day five dollars damage
awarded to John Geer, on the Kroh Road, was this day received, and so
much of the road ordered to be opened lays between the Snider School
house and Kroh's land, on the line of Geer's land.

I hereby certify that the above is a "transcript of the Record and
proceedings of a certain road called the Kroh Road, with all things touching
the same, as fully as the same are now before the Commissioners of Union
County. B. C Kennady. Auditor of Union County
Marysville April 10. 1843.

And afterwards, to wit. on the 19th day of April. 1842 The
plaintiff by Mr Lawrence his attorney filled the following assignment of
errors. to wit: John Geer vs Lewis Kroh. Certiorari from the
Commissioners Court. —— The Plaintiff now comes and errors on
the return of the auditor to the writ of Certiorari

Assigns 1st The report of the viewers appointed to Locate said road
do not as required report nor consider the private injury sustained by pro
prietors and others on the rout

2nd that after the whole Subject of the road and the report of
viewers for damages were in on the 7th June 1842 posponed to the next
Session. the same was again taken up and acted upon

3rd Third that the road was not ordered to be opened when a part
was

4th That the final action of the Commissioners on the subject was
partial and not responsive to the petition or report of the viewers
By Wm C Lawrence his attorney

And afterwards, to wit: on the 21st day of April 1843. This case
came on to be heard on the return to the writ of certiorari and the
errors thereon assigned and was submitted by counsel and the Court
being fully advised in the premises, do say that there is error in the proceedings of
the County Commissioners and do further order that the order of the Commissioners for the
opening of the said Kroh Road from the snider school house to Kroh's land on
the line of Geers land be reversed and and that this case be remanded to the Commis
sioners Court for such action as they may find meet and proper in
the premises and it is further ordered that the defendant Lewis

Kroh pay the
Attest John

John D. Pollock
vs
Levi Lyon

of Marysville, Co
One thousand Eig
Be it remembered
1842, the Plaintiff
Summons, to wit
County, Greeting
Forthwith before
County aforesaid
John D. Pollock
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Kroh pay the costs of this case Taxed at $
Attest John Cassil Clerk

John D. Pollock
vs
Levi Lyon

Pleas before his Honor Joseph R Swaze President and Silas C Strong James R Smith and Christian Myers his Asociates. Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville, on the eighteenth day of April. in the year of our Lord One thousand eight hundred and forty three

Be it remembered. that, heretofore. to wit: on the 10th. day of November 1842, the Plaintiff by his attorney A Hall. 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 Levi Lyon 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 Pollock in a Plea of assumpsit Damages one hundred and fifty Dollars and have you then there this writ. Witness. John Cassil Clerk protem of said Court. at the Court House aforesaid this 10th day of Nov A.D. 1842 John Cassil Clerk protem. Said writ was endorsed: Suit brought to recover the price and value of one horse. balance due on horse. Chattels sold and Delivered. horse keeping Chattels sold &c. A Hall attorney for plaintiff. Returned Endorsed Served by certified Copy Nov 10. 1842 W. W. Steele Shff. and Afterwards to wit: the Plaintiff by his attorney filed the following declaration to wit:. State of Ohio Union County ss. In Union County Court of Common Pleas Nov Term. 1842. John D. Pollock complains of Levi Lyon in a plea of afsumpsit for that whereas the said Levi Lyon on the twentyeth day of November in the year of our Lord 1840 at the County aforesaid was indebted to the said John D Pollock in the Sum of fifty dollars for the price and value of one horse there and before that time bargained and sold by the Plaintiff to the Defendant at his request for which the said Defendant afterwards to wit: on the day and year last aforesaid undertook and promised to pay the said Plaintiff the said sum of money. when he the said Defendant should be there unto afterwards requested. And whereas also the said Defendant on the day and year last aforesaid at the County aforesaid was indebted to the Plaintiff in the further sum of fifty dollars for work and Labour, forage, Stabling, Care and attention bestowed in and about the feeding and keeping of sundry horses & geldings for the said Defendant and at his request. And in the further sum of fifty dollars for money found to be due from Defendant to Plff. on an account then and there stated — Also in the further sum of fifty dollars ballance due for the price and value of one horse then and there sold and delivered by the Plaintiff to the Defendant at his request — and in the further sum of fifty dollars for the price and value of goods and Chattels then and there sold and Since that time to wit: on the 7th day of July. 1840 delivered by the Plaintiff to the Defendant at his request and being so indebted Defendant on the Days and year first aforesaid and at other times to wit: on the day and year last aforesaid at said County undertook and faithfully promised to pay the said plaintiff the said several sums of money when he should be

thereto often requested yet the said Defendant has disregarded his said promise and has not paid the said several sums of money or either of them or any part thereof (although often requested so to do) but still neglects and refuses so to do to the damage of the said Plaintiff One hundred and fifty dollars & thereupon he sues &c. A Hall atty pro Plff
And afterwards to wit: on the 19th day of January 1843 the Defendant by P B Cole his attorney filed the following Plea to wit
= Levi Lyon Ads. John D Pollock. Union Common Pleas. 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 country and the said John D Pollock doth the like. By P. B. Cole his Atty ——
= And afterwards: to wit: on the 21st day of April 1843 came the parties by their Attorneys and thereupon came a Jury, to wit: E. M. Crary. William Huskey, Jr. Stephen Cherry. David Danforth, Thomas Cheney. John Smith. Alex. Patterson. Thomas Turner. Joseph Gibson. John Thomas. Jacob Parthemore. and James S Alexander, who, being empannelled and Sworn to speak the truth, upon the issue joined between the parties upon their oaths do say, that the said Levi Lyon did assume and promise in manner and form as the said John D Pollock hath complained against him; and they assess the damages of the said John D Pollock by reason thereof, to sixty one dollars and eighty seven and a half cents Therefore it is considered that the said John D Pollock recover of the said Levi Lyon the said sum of sixty one dollars and Eighty Seven and a half cents his damages aforesaid in form aforesaid assessed. and it is further ordered by the Court that the costs of each party be taxed to each as made and that execution issue therefor at the request of any one to whom costs are due.
= Attest John Cassil Clerk

James L Ward
vs
James January &
Robson L Broom et al

Pleas before his Honor Joseph R Swan President and Silas C Strong James R Smith and Christian Myers 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 eighteenth day of April in the year of our Lord one thousand eight hundred and forty three. Be it remembered that heretofore, to wit: on the 16th day of September 1842. the Complainant by W. B. Allison his Attorney filed in the office of the Clerk of said Court of Common Pleas. a certain Bill in Chancery in the words and figures following, to wit:— To the Honorable the Court of Common Pleas for the County of Union and State of Ohio in Chancery sitting.— James L Ward of the County of Union and State of Ohio. represents that James January of the County of Logan and State of Ohio (and whom your orator prays may be made defendant to this bill) on or about the 11th day of October A.D. 1841 recovered a judgment before William H Frank a justice of the peace for the township of Paris and County of Union aforesaid for the sum of twenty three dollars & 54 cts with 77½ cts costs. Your orator further represents that upon said Judgment one Robson L Broome of the County of Union and State of Ohio (whom your orator likewise prays may be made defendant to this bill)

vent your Orators bail for the Stay of Execution for five months from the time of the rendition of the judgment which period has Elapsed. Your Orator further States, that finding himself embarrassed and owing debts which he was not able to pay. he made his application to the District Court of the United States in and for the District of Ohio. for the benefit of the act entitled "An act to establish a uniform System of Bankruptcy throughout the United States. Approved August 19th 1841. Said application was by your orator duly verified before the proper Commissioner for the County of Union and State of Ohio, on or about the 18th day of July AD 1842 and was filed by him in the Clerks office of said District Court of the United States and is set for hearing on the 19th day of October 1842 Your Orator further states. that after the verification and filing of his said application; to wit on or about the 1st day of September AD 1842. the aforesaid James January and Robson L Broome ordered an execution to be issued on said judgement directed to a constable of the township of Paris aforesaid whereupon John Hurley one of the Constables of said township (and whom your orator prays may likewise be made a defendant to this bill) made a levy upon certain property of your Orator upon the 1st day of September 1842. and now holds said property to dispose of it agreeably to the law in such made and provided — Your Orator further states. that by his application aforesaid to the District Court aforesaid, all of his property was and is to be at the disposal of said District Court, or such afsignee as may be appointed by said District Court after the Decree of Bankruptcy. — Your Orator further States that at least part of said property levied upon as aforesaid is such as is proper to be set off to him by the afsignee in bankruptcy appointed by said District Court. and that your Orator expected and believed it would be set off and allowed to him and that by the defendants depriving him of said last named property. he will fail in receiving all that benefit he expected to receive from his aforesaid application to the District Court of the United States aforesaid. and by his compliance with the provisions of said Bankrupt Law and the rules and orders of said United States Court. Your Orator further States, that notwithstanding the compliance aforesaid. he may probably be forever debarred from obtaining that relief he has a right to expect inasmuch as the afsignee that may be appointed by said District Court in whom by law all your orators property will be vested will be unable to find said property levied upon: in your Orators possession upon whose information of such fact. Said District Court will entirely disregard your Orators petition for discharge as provided by said Bankrupt Law Your Orator further States that if said January. Broome and Hurley are permitted to proceed any further upon said Judgement and execution it will be allowing said January & Broome a preference over other of your Orators Creditors against the Spirit and letter of an Equitable Construction of said Bankrupt Law. — In tender consideration whereof and inasmuch as your Orator can have no adequate remedy by the Strict rules of Law Your Orator therefor prays that a writ of injunction may issue; that said James January. Robson L Broome & John Hurley may be compelled to answer all and singular the premises contained in this bill, that all further proceedings under said Execution. or upon said Judgement may be stayed; that his property levied upon as aforesaid may be returned to him: that he may retain possession of said property

until it may be disposed of according to the provisions of said Bankrupt Law. And your Orator further prays that on the final hearing of this cause the said January Broome and Hurley may be decreed to release all Claim to said property and to withdraw the execution if it shall appear that your orator has been declared a bankrupt under said Bankrupt law by the District Court of the United States aforesaid, And furthermore that said January and Broome may be decreed to pay to your orator. such damages as he may have sustained by reason of the premises. and that your Orator may have such other and further relief in the premises as equity and good conscience may require. C W B Allison for Complainant. State of Ohio. Union County ss. I James L Ward being Sworn; depose and say that all the several matters and things which are Stated in the foregoing Bill. as from the information of others I believe to be true: and that all the several other matters and things therein set forth, are true in substance and in fact. James L Ward Sworn to and subscribed before me this 16th day of September AD 1842. Aquila Turner Justice of the Peace.— Said Bill was endorsed. "I allow an injunction as prayed for in this bill. to be continued until the further order of the Court and that the complainant give bond and security to the defendants in the sum of $50. dollars conditioned according to law. Silas G Strong Associate Judge. —— Said Bond was filed on the 16th day of September 1842. and reads in the words and figures following to wit. Know all men by these presents, that we James L Ward. Thomas Turner are held and firmly bound unto James January & Robson L Broome in the sum of 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 16th day of September AD 1842. The condition of this Obligation is such that whereas the above named James L Ward has obtained an allowance of an injunction before Silas G Strong Associate Judge for the Court of Common Pleas in and for Union County and State of Ohio to stay all further proceedings upon a judgment obtained before Wm T Wrenk a justice of the Peace. for Paris township Union County, Ohio. by the said James January. against the said James L Ward upon 11th day of October AD 1841 for the sum of twenty three dollars and fifty four cents damages and Seventy seven and ½ cents costs. (upon which judgement Robson L Broome is bail for the stay of Execution) until the matter thereof can be heard in Equity. Now if the said James L Ward shall pay all moneys and costs due, or to become due from him, the said James L Ward in said judgment at Law, and all moneys and costs which shall be decreed against against the said James L Ward. in Case said injunction shall be dissolved. then this obligation shall be void. otherwise in full force and virtue in Law. J L Ward Seal Thomas Turner Seal And afterwards, to wit: on the 16th day of September A D 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 you Summon James January. Robson L Broome and John Hurley to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, at the next Term thereof, to wit: the 8th day of November A. D. 1842. to answer the Matters contained in a Bill in Chancery exhibited against them by James L Ward and this they shall in no wise omit under the penalty of

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one thousand dollars. and have you then there this writ. Witness John Capsil Clerk protem of said Court at the Court House in Chanyes = ville this 16th day of September AD 1842. John Capsil Clerk pro tem. Said writ was endorsed. Injunction allowed and bail given John Capsil. Clerk protem. Returned Served by certified Copies on R L Broome & John Hurley Sept 16th 1842. J. January not found W. W. Steele. Sheff and afterwards to wit on the 24 day of November 1842 Robson L Broome one of the defendants filed the following seperate answer. to wit: To the Honorable the Court of Common Pleas for the County of Union in Chancery sitting of the State. Robson L Broome in answer to James L Ward says James Jan= =ary might or might not have recovered a judgement against some one on or about the 10th day of October 1841. he may have recovered one against Ward but Ward in his bill does not say so. Broome did go bail for Ward (and he is sorry for it) he believes Ward has applied for the benefit of the Bank =rupt Law. Broome since having ordered an execution to be issued January agreed that if Broome would find property not in Wards schedule to the amount of the Debt at a fair valuation whereon to levy sd January would release Broome from all liability as bail on said judgment on examining the schedule it was found about as was said. thirty cords of wood a quantity of Lumber. Brick and Stone were not in Wards sched= =ule upon giving January this information he ordered an execution and the property was taken by the Constable this as Broome be= =lieves was about the first of September 1842. Wards property was not all in his schedule the afsignee would not be likely to set off property he knew nothing of ward probably intended to save the afsignee that trouble if the constable had sold the property Ward not have received all the benefit he might have received by keeping the property concealed from the afsignee. Broome believe Ward has not complied with all provisions of the Bankrupt law in not giving in all his property the afsignee would be as likely to find the property of Ward in the hands of the Constable as in the hands of Ward unless it is put in the schedule as Broome thinks the Court might well disregard the petition of Ward if advised of all the facts. concerning this and other property of Wards as as this respondent believes an well Ward might fear. Ward has as respon= =dant is informed given a preference to some creditors over others particularly to on Jeremiah Curl against the spirit and letter of an equitable construe= =tion of said Bankrupt Law if Ward has no remedy in Law he certainly has none in equity as this respondent believes Broom has no property property of Wards so he has nothing to release if Ward has been dama= =ged by Broome's going his security he will never damage him again in that way Broome thinks he has now answered Wards bill and that if any one is entitled to damages it is himself believing the Court will do what is right and equitable so far at least as this respondent is concerned he asks to be dismissed with such costs as may be reason= =able and just and not be further troubled with matters of other peoples. Robson L Broome. Sworn to and Subscribed before me this 24th day of November AD 1842 James Turner J.P. And afterwards to wit on the 19th day of April 1843. the Complainant filed the following Replication. to wit And the said James L Ward comes and says that the

matters and things set forth in his said Bill of Complaint are true in substance and in matter of facts and that the matters and things set forth in the answer of the said Robson L Broome. (one of the defendants in this case) contrary thereto, are untrue; and all the intimations and Charges of fraud against this complainant in his application in Bankruptcy, are untrue, and this he is ready to make appear, as by this Court shall be directed. By C W B Allison His Sol

And afterwards, to wit: on the 21st day of April. 1843 This Cause came on to be heard upon the bill and answer, and was argued by counsel, whereupon, it is ordered and decreed that the injunction granted in this Cause be and the same is hereby made perpetual. It is further ordered and decreed, that the defendants pay the costs herein, taxed to within ten days, or in default thereof, that Execution issue as upon judgements at Law

Attest John Cassil Clerk

James McIlroy
vs
Davis & Harrington and
Abel F Hutchinson

Pleas before his Honor Joseph R Swan President and Silas G Strong. James R Smith and Christian Myers 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 eighteenth day of April in the year of our Lord. One Thousand Eight hundred and forty three. Be it remembered that heretofore to wit on the 15th day of April 1843. The Complainant filed in the office of the Clerk of said Court of Common Pleas. A certain Bill in Chancery in the words and figures following to wit: To the Honble the Court of Common Pleas in and for the County of Union in Chancery Sitting. Your orator James McIlroy of the County of Union in said State represents to the Court that on or about the 10th day of December 1842 F Davis & D W Harrington partners under the name and firm of David & Herrington (whom your orator prays may be made Defendants to this bill recovered judgment before Joshua Judy an acting justice of the Peace in and for the the township of of Liberty in said County. against your orator for the sum of $14.00 debt and $18.44 Costs of Suit. That within ten days next after the rendition of said judgt. George Hall a freeholder of said Township became your orators bail for appeal of said suit upon which said judgment was entered to the Court of Common Pleas in and for said County. That said Judy made no objection to said Security but the same was regularly secured and the bail bond signed upon the Docket of said justice. Your Orator further states that on or about the 16th of Janry 1843 and before the next session of the Court of Common Pleas for said County the said Judy issued Execution upon said judgt and delivered the same to one Abel F Hutchenson (who is hereby made Defendant) acting as Constable of said township, who has proceeded to levy upon a large quantity of your orators property and advertise the same at public sale That your orator called upon said Judy for a transcript of said judgment and proceedings but he refuses to give a Copy in full. Showing a species of combination to injure appress and defraud your Orator. In Consideration where of your Orator having no remedy upon the law side of this Court prays that a writ of Subpoena issue that the said Hutch

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inson be injoined from further proceeding with said Execution and that said Defendants severally answer this bill & other & full relief James McIlroy. State of Ohio Union County. Personally appeared James McIlroy & made oath that the matters & things stated in the above bill are true in substance and in fact. James McIlroy. Sworn to and subscribed this 15th day of February 1843. Silas Cassil Clerk. Said Bill was endorsed. "I 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 defendants in the sum of $50.00/100 conditioned according to Law. Silas G Strong Associate Judge. Said Bond was filed February 15, 1843. And reads in the words and figures following, to Wit: Know all men by these Presents, that we, James McIlroy and Edward W Luskey are held and firmly bound unto H Davis jr and D W Herrington, traders trading under the name and firm of Davis & Herrington, in the sum of 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 15th day of February AD 1843. The condition of the above obligation is such. that whereas the above named James McIlroy has obtained allowance of an injunction by Silas G Strong an Associate Judge of the Court of Common Pleas of the County of Union and State of Ohio. to stay all further proceedings upon a Judgment obtained before Joshua Judy, a Justice of the Peace within and for said County by the said Davis & Harrington against the said James McIlroy on the 10th day of December, 1842, for the sum of fourteen Dollars damages, and $1.44 Costs. until the matter thereof can be heard in equity. Now if the said James McIlroy shall pay all moneys and costs due, or to become due, from him, the said James McIlroy in said judgment at Law, and all moneys and costs which shall be decreed against the said James McIlroy, in case said injunction shall be dissolved, then this obligation shall be void - otherwise in full force and virtue in Law. James McIlroy Seal Edward W. Luskey jr. Seal And afterwards. to wit: on the 15th day of February AD 1843. the following writ issued, to wit: The State of Ohio. Union County ss. To the Sheriff of said County Greeting. We Command you. that you Summon H Davis, jr & D W Harrington traders. trading under the name and firm of Davis & Harrington, and Abel F Hutchinson 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 their next term, at 10 o'clock. A. M. to answer the matters and charges contained in a Bill in Chancery exhibited against them by James McIlroy and this they shall in no wise omit under the penalty of One thousand dollars, and have you then there this writ. Witness John Cassil Clerk of said Court at the Court House in Marysville this 15th day of February, AD 1843. John Cassil Clerk. Said was endorsed Injunction allowed and bail given John Cassil Clerk. Returned Endorsed Served by certified Copies Feb. 16, 1843 on all but Harrington he is not found Wm K Steele Sheff. And afterwards. to wit: on the 21st day of April 1843 the Defendants by Wm C Lawrence their attorney filed their Demurrer in the words and figures following to Wit: Davis & Harrington ats James McIlroy. And the said Defendants come and demur to said bill of the said James McIlroy and for cause of Demurrer shows that the said James By his said Bill has not made such case as entitles him

to the to any discovery in a Court of Equity from him or relief against him. Wherefore and for other good Causes the said Defts demurs to said bill and prays the Judgement of this Court whether he shall be compelled to make any further or other answer thereto and that he may be dismissed with his costs. By Wm C Lawrence their Atty And afterwards, to wit: on the 21st day of April 1843. This Case is submitted to the Court the bill and Demurrer and was argued on by Counsel and the Court being advised of Contents do order adjudge and decree that the injunction heretofore allowed be dissolved and the bill dismissed and it is further ordered that the said James McElroy pay the costs of this cause within sixty days from the rising of this Court and in default thereof that execution issue as in Cases at Law Leave to withdraw papers

Attest John Cassil, Clerk.

John Fry
vs
Daniel Dusky

Pleas before his Honor Joseph R. Swan President and Silas G Strong. James R Smith and Christian Myers 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 Eighteenth day of April. in the year of Our Lord one thousand Eight hundred and forty three. Be it remembered that heretofore to wit on the 31st day of March 1842. The complainant by Otway Curry his Attorney filed a certain 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 in Chancery sitting: John Fry, of the County of Meigs, & State of Ohio represents that Daniel Dusky of the State of Virginia, (and whom your Orator prays may be made defendant to this bill,) being or pretending to be seized in fee simple of a certain tract of Land Situate in the County of Union, and State of Ohio and described as follows viz: Two Hundred and thirty Six acres of land, being a part of a tract of four Hundred and six acres heretofore sold by your Orator to said Daniel Dusky, being a part of original Virginia Military Survey no 3239 in the name of Baxley & Merryman. Said tract of four hundred and six acres being bounded west by land of David Davis. North by land of Daniel Duskey. East by Baxley & Merryman's original Survey no 3238; and South by Burgess Balls original Survey no 6680. — And the said Daniel Dusky being in want of Three hundred and Ninety four Dollars & forty six cents. he did in or about the Month of January AD 1838 apply to your Orator to lend him the said Sum of Three Hundred and Ninety four Dollars and forty six cents to be secured by a mortgage upon the said premises; that your Orator did loan to the said Daniel Dusky the said sum of Three hundred and Ninety four dollars and forty Six cents and thereupon the said Daniel Dusky to secure the repayment of the same with lawful interest by his deed duly executed and dated on or about the 7th day of January 1838. conveyed the same premises to your Orator in fee simple under the following description, viz: Two Hundred and Thirty six acres, being a part of a tract of land containing four Hundred and six acres, situated in the County of Union, in the State of Ohio. & for a more particular description of said tract of land reference is hereby made and had to the deed of said tract which Deed was made by John Fry & his wife Phebe to Daniel Dusky. But said Conveyance so made as aforesaid to your Orator by said Daniel Dusky was subject nevertheless to a condition of defeazance on the payment of the said

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sum of Three Hundred and Ninety four Dollars and forty six cents. with Lawful interest. On the 17th day of January 1839, as in and by said deed of Mortgage, a copy of which is here with filed & made part of this bill, will more fully appear. Your Orator further represents that neither the said sum of Three hundred and Ninety four Dollars and forty six cents, nor any part there of was paid to your Orator at the time limited in that be=
=half: whereby the legal estate in said premises became vested in your Orator, redeemable nevertheless in equity on the payment of the principal and in=
=terest due and to become due thereon: That the said sum of Three Hundred and Ninety four Dollars and forty six cents principal, and a large arrear of interest thereon being due he applied to the said Daniel Dusky and requested him to pay the same to your Orator. which he has hitherto wholly neglected & refused to do. —— That the said Daniel Dusky is not a resident of the State of Ohio. Your petitioner therefore prays that the writ of subpoena may issue against the said Daniel Dusky: that notice may be given in such manner as the Court may deem proper; that he may be Compelled to answer all and singular the premises; that an account may be taken of what is due to your Orator for his principal & interest upon said Mortgage; that said Mortgaged premises 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. Otway Curry Sol. for Compt. And afterwards to wit on the 31st day of March 1842 Complainant filed the following Copy of Mortgage in the words and figures following to wit. (Copy)
This indenture made this 7th day of January One Thousand Eight hundred and thirty Eight. between Daniel Dusk. of the County of Meigs & in the State of Ohio of the one Part, and John Fry of the County of Mason and State of Virginia of the other Part, Witnesseth that the said Daniel Dusky, for and in consideration of the sum of Three Hundred and Ninety four Dollars and forty six cents to him paid by the said John Fry, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by there presents doth grant, bargain, sell, alien & convey, & Confirm unto the said John Fry and to his heirs and assigns for ever Two hun=
=dred and Thirty six acres, being a part of a tract of Land Containing four hundred and Six acres, situated in the County of Union and the State of Ohio, & for a more particular description of said tract of Land reference is hereby made and had to the deed of said tract which deed was made by John Fry & his wife Phebe to Daniel Dusky. To Have and to hold the said part of the said tract containing Two Hundred and Thirty Six acres aforesaid, with all the privileges and ap=
=purtenances. thereunto belonging or in any wise appertaing, unto him the said John Fry, and his heirs and assigns forever. Provided always, and these presents are upon this express condition that if the said Dan=
=iel Dusky his heirs, executors, or administrators shall pay or cause to be paid to the said John Fry his certain Attorney or attorneys, heirs executors administrators or assigns the sum of Three Hundred and Ninety four Dollars and forty six cents, on or before the Seventeenth day of January eighteen Hundred and thirty nine, together with the interest thereon that may accrue, in manner specified in a certain note or obligation bearing date herewith, executed by the said Daniel Dusky to the said John Fry, that then

and from thence forth these presents and every herein Contained shall cease & be void, anything herein Contained to the contrary notwithstanding In witness whereof I have hereunto set my hand and seal the day and date first above written Daniel Dusky (Seal) Signed. Sealed & delivered in presence of P. Lablance. P.M. Petrel.— And afterwards to wit: on the 30th day of August 1842 the Complainant by his attorney filed Notice by publication & proof thereof.- And afterwards. to wit:- on the 30th August A.D. 1842 This Cause was Continued. And afterwards. to wit: on the 8th day of November 1842. This Cause came on to be heard upon the bill and exhibits, and the defendant still failing to appear and plead, answer or demur to said Bill, the Court, on Consideration of the premises, do order and decree that said Bill be taken for confessed; and upon Examination the Court do find that there is due to the complainant on account of his said Mortgage from the defendant the Sum of Five Hundred and Eight Dollars, and thirty two Cents, for his principal and interest upon the the same. It is therefore ordered and decreed by the Court, that this case be referred William W Steele, Special Master Commissioner - that the said Special Master Cause a valuation of said Premises and that he proceed and sell the same and that the Monies accruing therefrom be applied to the payment of said Sum of Five Hundred and Eight Dollars and thirty two cents, and the costs of this application. And it is further ordered by the Court that the said Master in the Sale of the said Premises. be governed by the Laws regulating Sales of Real Estate on Execution at Laws.— And this Cause is continued - And afterwards to wit: on the 28th day of January 1843 the said W W Steele made return of his proceedings upon said order in the words and figures following. to wit: Rec'd this order Nov 15th 1842, Appraised 236, acres of Land Survey No. 3239) by the oaths of Smith Brown Chat Miller & Peter Little at three dollars pr acre, Offered the same by Public Outcry at the Door of the Court house, having Advertised the same previously. Agreeable to the Statute in such Cases made and provided, and at such expos I struck of the same to John M Seigrist, for two dollars pr acre, he being the highest and best bidder and that amount being the two thirds of the appraisement. January. 28. 1843 Wm W Steele Special Master Commissioner in Chancery.- And afterwards to wit on the 22d day of April 1843. The Court this day having examined the proceedings of the Sheriff. who was by appointment of the Court Special master Commissioner in this case, and the Sale by him made upon the execution issued in this Cause, and being satisfied that said Sale has in all respects been Made in Conformity to the provisions of the Statute in such Cases made and provided do order the Clerk to make an Entry on the Journal. that the Court are satisfied of the Legality of the Sale and that he also enter an order on the Sheriff as Master aforesaid to make to the purchaser a deed for the Lands and tenements so sold all which is entered accordingly.

Attest John Capil Clerk

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Samuel A Comer
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Ralph Cherry Admr
vs
Amanda Comer &
Samuel A Comer

Pleas before his Honor Joseph R Swan President and Silas G Strong. James R Smith and Christian Myers 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 eighteenth day of April in the year of our Lord one thousand eight hundred and forty three. Be it remembered that heretofore to wit: on the Twenty third day of April 1842. Ralph Cherry Administrator of Samuel B Comer Decd filed his petition in Chancery as follows, to wit: To the Honorable the Court of Com Pleas in and for the County of Union. Ralph Cherry Administrator of Samuel B Comer Decd late of this County. that the assets of said estate so far as have come to the knowledge of the said Ralph amount in all to $1.060.71. and the liability to $ 28.66.48. that the said Samuel Departed holding possession of and an equitable interest in the following Real property as known and designated as the old Reed farm containing 140 acres bounded on the West by Thomas McDonald's land and L Starling on the North and Robert D Reed on the East & Sumner Payne on the South also 30 acres contiguous to the above from off the Lands of L Starling aforesaid Running from McDonalds East line parallel to the North line of said 140 acres to the west line of land belonging to the Heirs of Joseph Stewart Decd so far back as to include Just thirty acres. Which is held by title bond on which said Deceased paid in his life time 1000 $ and on which there remains some 1400 $ as appears by the agreement here with filed yet to be paid to one Wilson Reed Vendor. And whom your Petitioner also makes defendant. Said Ralph further shows that a sale of the whole Lands is necessary to enable him to Complete the administration on said Estate. That the said Samuel died leaving Amanda Comer his widow and relic and Samuel A. an infant his only Heir at Law both both of whom your petitioner prays may be made defendants to this his application and that on final hearing your Honours would order a sale of the said equity upon such terms as the Case will allow in good conscience and your petitioner as in duty bound will ever pray &c By Wm C Lawrence his Sol - And afterwards to wit on the day and year last aforesaid the following writ of Subpeona issued to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting We command you that you Summon Amanda Comer & Samuel A Comer, to appear before our Court of Common Pleas in and for the County aforesaid at the Courthouse in said County, on the first day of next term (April 26. 1842 to answer the matters and Charges contained in a Bill in Chancery exhibited against them by Ralph Cherry admt of Samuel B Comer decd 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 said Court, at the Court House in Marysville this 23d day of April AD 1842 James H Gill Clerk Said writ was returned endorsed. Served by certified Copies April 25th 1842 W W Steele Sheff and afterwards to wit at the April term of said Court 1842 On Motion of Mr Lawrence counsel for the Petitioner it is ordered that A Hall be appointed guardian ad litem for the infant Defendant Samuel A Comer who thereupon appeared in open Court and accepted said appointment and thereupon this cause is Continued

And afterwards to wit: on the 30th day of August AD 1842 said A Hall Guardian ad litem filed his answer as follows to wit: The seperate Answers of Samuel A Comer infant defendant to the Bill of Ralph Cherry to sell Lands.— This defendant now comes and in answering says that he knows nothing of the matters and things contained therein but willingly submits his case to the protection of the and as in duty bound he will ever pray &c B A. Hall. Guardian ad litem And afterwards to wit: at the August term of this Court this Cause was continued. And afterwards to wit: on the 10th day of November AD 1842 Wilson Reed his answer as follows, to wit, The seperate answer answer of Wilson Reed to the petition of Ralph Cherry admr of Samuel B Comer Dec'd to sell the equity to Lands. This defendant admits the sale of the premises by him to petitioners intestate as well as the General facts touching this defendants therein Contained and Charges that there is due him from said Estate about the sum of 1140$ Evidenced by decedents notes of hand And further that he is willing to abide the order of this Court in the premises and having thus fully answered prays to be dismissed with his Costs &c.— Wilson Reed— And afterwards: to wit: at the November term of this Court the following order was made by said Court. On Motion by the Court it is ordered that Wm Wright David Gill and James Reed being first duly Sworn do upon actual view of the premises in the bill described make a just valuation and make return to this Court forthwith. and afterwards, to wit: on the 11th day of November 1842 the following report of the appraisors was filed: to wit: To the Court of Common Pleas of Union County: In obedience to the within order. we, having been first duly Sworn in open Court upon actual view of the premises. do estimate the just value of said Real Estate at thirteen dollars per acre. making in all $2200.00 Given under our hand this day Nov. 11. 1842. James Reed. David Gill. Wm Wright. Appraisors. and afterwards. to wit on the day and year last above named. On Motion of the Court by William C Lawrence Counsel for petitioner. and upon producing the appraisement heretofore made by David Gill. William Wright and James Reed. under the order of this Court, it is ordered that the said administrator proceed according to law to sell the real estate in said petition described. and upon the following terms, to wit: one third cash in hand, one third in one year from the sale, and the balance in two years from sale, with security for the payments according to Law. and it is further ordered that he make return of his proceedings to the next term of this Court. And afterwards. to wit: on the 17th day of April 1843. The said Ralph Cherry filed herein the following. to wit: I proceeded according to the order of the Court to sell the real estate of A B Comer and sold on the 16th day of February 1843. to Wilson Reed for two thirds of the apriced value it being four ten hundred and twenty three dollars 33⅓ cts being but the one bid. said Reed holding the real title, and a lean of Eleven hundred and fifteen dollars 71 cents on the property which was deducted out of the above sum Leaveing a ballance of three hundred and fifty seven dollars and fifty cents coming to the estate for which he gave his Note and Security with interest from day of sale made payable two years from the day of sale April 17th 1843

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William Bethard
vs
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Ralph Cherry Admr. And afterwards to wit: on the 22nd day of April 1843. In this case the sale of the premises in the bill described and reported by the said Ralph Cherry is upon examination approved and confirmed and it further ordered that that the said administrator upon being duly secured as to reserved or deferred payments Make and execute his deed of release to the said Wilson Reed the purchaser and present holder of the fee in the said premises in such form as fully to convey to and invest in the said Wilson Reed the Equity heretofore existing in the Heirs and legal representatives of the said Samuel B Comer as evidenced by the articles of agreement on file in this case

Attest John Cahil Clerk

William Bethard
vs
Joseph McClung

} Pleas before his Hon Joseph R Swan President and Silas G Strong. James R Smith. and Christian Myers. 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 Eighteenth day of April in the Year of our Lord one thousand Eight hundred and forty three. Be it remembered that heretofore, to wit: on the 30th day of August 1842 the following transcript from the Minutes of the Commissioners of Union County was filed in the office of the Clerk of the Court of Common Pleas in for Union County. To wit: "Transcript from the Commissioners Minute Book in case of the Bethard Road Monday Decr 6th 1841 This day came William Bethard and by his attorney and filed herein his petition Praying for an alteration in the Road from the Madison County line to the Dublin and Marysville Road near Sugar Run and thereupon came Joseph McClung and filed his Remonstrance against the said alterations and the case being argued at length It is ordered by the Board that viewers be appointed to view said alterations Prayed for Andrew Amerine Mains Mason and William Richey appointed viewers and Levi Phillips Surveyor To Meet at John McCunes on the 10th Inst. March 8th 1842 The Report upon the following Roads which were Read Yesterday, were also Read This day. To wit the alterations in the Bethard Road &c first Reading of said Report: Monday June 6th 1842 This day the Report of the viewers appointed by the Commissioners at their las Session to view and Report upon the alterations of the William Bethard Road and on Motion of Joseph McClung to set aside said Report and the arguments being heard it is considered by the Board that the Report be Sustained and the Motion Set aside. Notice of appeal by Joseph McClung. The above is a True Copy from the Commissioners Minute Book. The above Named Joseph McClung Gave Bond on the 13th day of June 1842 according to law as in Such cases Made and provided with John McCune as Security in the Sum of One hundred Dollars. Given under my hand this 30th day of August 1842. B.C. Kennady Auditor of Union County - Joseph McClung vs Commissioners of Union County And afterwards. to wit: on the 2d day of September 1842. This cause came into Court by appeal from a final decision of the Commissioners of Union County confirmatory of the Report of Wm Richey. Mains Mason & Andrew Amrine Made by said Commissioners touching the alteration of the Road leading from the Madison County line near Edward Barlows Saw Mill past Margaret Mitchells farm to the Dublin Road

in Jerome Township in said County and thereupon the Court being fully advised in the premises do order that Cyprian Lee. James Kincaid and Josiah Westlake proceed as viewers. with Alexander Robinson Surveyor under the order made by said Commissioners to said former viewers to examine the route mentioned in said order and survey the same and make report to this Court at the next term thereof either in confirmation of the report of said former viewers or otherwise as may seem to them to be right, and this cause is Continued. And afterwards. to wit: on the 22nd day of October 1842. Said report was filed in the words and figures following to wit

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an order from the Court of Common Pleas for the County of Union I proceeded being first duly Sworn under the direction of 6 Lee. James Kincaid & Josiah Westlake to survey an alteration in a County road leading from the Madison County line near Edmund Barlows Mill; thence through Jerome Township to the East line of Robert Means Survey; and. after having had the corners established by testimony. I proceeded to run the original line between lands owned by James Galloway & Robert Means and found the same to run as follows, to wit: Begining at the S.E. Corner of said Means Survey. thence running North 36° 22' W= 442 poles to the Corner in Daniel Kents barn: and also found the same to run through Wm Bethards dwelling house. Striking the Kitchen Chimney near the Centre, as represented by the above dotted Longest line= I also proceeded to run the line claimed by said Bethard to be what is called the Galloway line and running with said line and found the same to be one Chain and seven links westerly from said Means Line, above described; thence N 36° 40' W 162 poles to McClungs Corner at a distance of one pole and 22 links from Means' Survey, as represented by the above dotted Shortest line Alexander Robinson Surveyor.—— Pursuant to an order of Court to us directed on the 7th day of October, 1842, the undersigned after being duely Sworn as the law directs, proceeded to view the proposed alteration in the road described in the Surveyors Report accompanying this paper; Meeting for that purpose on the 7th 8th, 12th, & 13th of October 1842 According to the prayer of the petition presented to the Commissioners of Union County. the road was to be laid upon the line dividing the Lands of William Bethard Joseph McClung & Daniel Kent. It seems that there are two lines Contended for, each Claiming to be Superior to the other for the proposed road and it is our opinion that inasmuch as both of the lines contended for run on Suitable ground for a road like the one proposed, it is respectfully submitted by us to the Court to cause the Contemplated road to run on the line that may be ascertained to be the true line which divides the Lands of said Bethard. McClung and Kent. Respectfully Submitted Cyprian Lee. James Kincade. Josiah Westlake. Viewers.—— And afterwards to wit: on the 15th Day of November 1842.— It is ordered by the Court that the title of this case be changed and that the same from henceforth be William Bethard vs Joseph McClung. and on Motion to the Court. and by Consent of Counsel of both parties. this case is referred to James C Wilson Special Master Commissioner. to take proof & ascertain the true line which divides the Lands of William Bethard. Joseph McClung and Daniel Kent, so far as they bound upon each other; and make report of his proofs and doings in the premises to the

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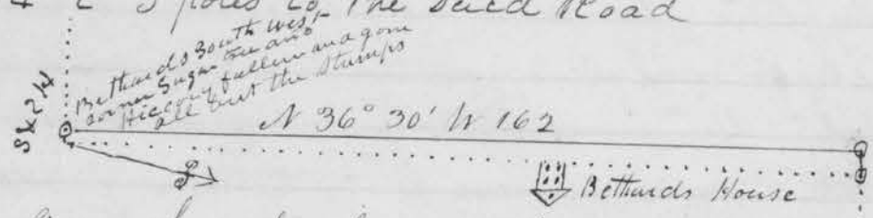
next term of this court - and this cause is continued. — And afterwards, to wit: on the 14th day of April 1843. the said Special Master Commissioner made the following report. to wit: The Report of James E Wilson. Special Master Commissioner. to whom this cause stands referred. to take proof and ascertain the true line which divides the lands of William Bethard and Joseph McClung and Daniel Kent. so far as they bound upon each other", pursuant to the interlocutory decree rendered at Novem ber Term. A.D. 1842. To enable the Court to judge as to the correctness of the conclusions to which I have arrived, from the testimony taken before me, I herewith present a brief of the same, embodying the material facts. I also refer the Court to the deposition of James Bethard. which is here omitted, by reason of its length. Accompanying this Repat, is the testimony also, from which the brief is drawn, as taken in the presence and by the agreement of the parties, or their Attorneys - It is not to be denied, that there are some difficulties in the way of a correct adjustment of the matter in dispute between the parties. In my view of the subject. I may have misapprehended the testimony, or misapplied the Laws - but I know that I have addressed myself to the task of eliciting proof &c. with a just sense of my duty - and the importance of the decision of the Court. to the parties concerned

1. It seems. then, by a well established principle of law, that where there is a doubt as to the true locality of a line, a verbal agreement of adjoining claimants, and their acts done in pursuance of it, is evidence that the line, as agreed upon, is the true boundary. Such an agreement (as also a written one) seems to have been made between the parties, as testified to by Messrs. McCampbell. James A. Curry. & Robert Curry. fixing the boundary by what is called the Galloway line — 2. William Bethard, the Plaintiff, has occupied, or possessed, up to the Galloway line. uninterruptedly, for more than 21 years. 3 That said Bethard held by purchase, to the Galloway line. by metes & bounds. and of course legally holds, even if said purchase runs into another tract owned by the individual of whom he purchased. 4. "Lines, actually marked, must be adhered to, though they vary from the course." There is no testimony as to the marking of the Means line, and but very slight testimony to prove the marking of the Galloway line. It is in proof that trees were marked near the Galloway line, and one tree on that line. By verbal and written agreement by occupancy or possession, by purchase and by monuments, the weight of testimony, in my judgment seems to mark what is called the Galloway line as the true dividing line between the Lands of William Bethard and Joseph McClung and Daniel Kent" Respectfully Submitted. James E Wilson Sp. Mas Commissioner April 14. 1843. And afterwards to wit on the 19th day of April 1843 the Defendant filed a Bill of Exceptions to the Special Masters Report in the words and figures following. to wit: William Bethard vs Joseph McClung. In Union Common Pleas. Reference to Master. The Defendant now comes and excepts to the report of the Commissioner in this cause for the following reasons. 1st The facts accompanying (or referred to in) said report do not the conclusions of the Commissioner. 2nd The deeds all call for the Means line while there is no proof that the Galloway line was ever heard of until about 8 years since - 3d The Depositions do not sustain the Master in the conclusion that Bethard has had uninterrupted possession for more than twenty one years. 4th the proof absolutely establishes the fact (the report of the Com notwithstanding) that Mr Kent is and

has been for a long time in possession over and East of the supposed Galloway line and that Mr Bethard never was in possession up to the Galloway line so far as Kents & Bethards Line runs together 5th There is no proof that any agreement ever existed operating further than between Bethard & McCling & their land. 6th There is no proof that the supposed Galloway line extended further than between Bethard & McCling & the Dep of Galloway proves that no other line than the Means line ever existed there. 7th The conclusion of the Com is unjust. inconsistent with the proof & will work wrong to the Def— Joseph McCling. and afterwards, to wit: on the 21st day of April 1843 This case came on to be heard upon the report of the viewers heretofore appointed by this Court to review said proposed alteration. the report of the Special Master and exceptions thereto exhibits and testimony, and was elaborately argued by Counsel for each party. Whereupon the Court on being fully advised in the premises do order and adjudge that the said proposed alteration in the petition of the said William Bethard in the Court of the Commissioners of the County be established and Confirmed as the publick highway, so far as the same goes in all things. Begining and ending and running as and upon the line marked out and identified by the report of the Surveyor Levi Phelps under the direction of William Richey. Andrew Amrine & Mains Watson. viewers, appointed by the said County Commissioners which report and plat is in relation to said proposed alteration. As follows, to wit: Begining at said road near the South west Corner to William Bethards Land thence with said Bethards line the present Course thereof being N 36° 30' W 162 poles to a Stake supposed to be the North West Corner to said Bethards Land and Corner to Daniel Kents Land thence with the present Course of said Bethards Land N 54° E 3 poles to the said Road



The dotted lines show the old road the marked lines show the proposed alteration and as now established. And it is further ordered that the proceedings and Judgment of this Court be forthwith certified to the court of the County Commissioners, and that they the said Commissioners have the same by their order opened out as in other cases. And it is further ordered and adjudged by the Court that the said Joseph McCling pay all costs accruing in this case made through his appeal to this court including ten dollars costs accruing to and allowed James E Wilson Special Master to whom by this Court this case had been referred, within thirty days from the rising of this court; and in default thereof that execution issue therefor. said costs being taxed at

Attest John Cupid Clerk

Samuel B Johnson. Commissioner of Insolvents
vs
Holton Chipman
Norman Chipman
Levi Phelps

Pleas before his Honor Joseph R Swan President and Silas L. Strong. James R Smith and Christian Myers 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 Eighteenth day of April in the year of our Lord one Thousand Eight Hundred and

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forty three. Be it remembered that heretofore to wit on the 14th day of July 1838. The plaintiff by John F Kinney 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 Summons Holton Chipman Norman Chipman & Levi Phelps. to appear Before our Court of common pleas at the Court House in Marysville forthwith. to answer unto Samuel B Johnson Commissioner of Insolvents for the County of Union and State of Ohio. for the use of the Creditors in a plea of Covenant Damages One hundred Dollars: And have you then there this writ Witness James H Gill Clerk of the Court of Common pleas of the County of Union this 13th day July A D 1838 J H Gill. Clk. Said writ was endorsed Suit brot on a Bond given by Defts to S B Johnson Commissioner of Insolvents & Plaintiff in the above Entitled Suit for One hundred Dollars dated 3 day of Decr A D 1836. To the Clerk of the Court of Common Pleas dated July 14th 1838 J F Kinney atty for Pltff Returned endorsed 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 1838. The said Samuel B Johnson by J F Kinney his attorney filed the following declaration, to wit: State of Ohio Union County. S.S. Union Common Pleas July Term 1838. S B Johnson Commissioner of Insolvents for the County of Union & State of Ohio. Complains of Holton Chipman Norman Chipman & Levi Phelps in a plea of debt For that whereas the Said Defendants on the third day of December A D 1836 at the County aforesaid made their certain writing Obligatory of that date Sealed with their Seals and now here to the Court Shown and then and there delivered the same to the said S B Johnson Commissioner of Said County as aforesaid whereby the said Holton Chipman. Norman Chipman. & Levi Phelps bound themselves their Heirs and Administrators Jointly and severally to the payment of One hundred Dollars to the said S B Johnson as aforesaid in default of & subject to the following Condition contained in and under Said writing obligatory, To wit: Whereas the Said Holton Chipman has applied for the Benefit of the act of Insolvent Debtors & has given to Said Commissioner an Inventory of his property and a Schedule of his debts Now if the Said Holton Chipman shall be and appear before the Court of Common Pleas of the County of Union at the next term and then & there file his petition & submit to further examination & pay the Costs of his application & in all respects Comply with the requisitions of the law for the relief of insolvent Debtors then this obligation to void otherwise to remain in full force & virtue in Law — And the Said S B Johnson Commissioners of Insolvents as aforesaid avers that the said Holton Chipman did not appear at the next Term of the Court of Common Pleas held in & for the County of Union and did not file his petition and submit to a further Examination and did not in anywise Comply with the requisitions of the law for the Relief of Insolvent Debtors although requested so to do where the said S B Johnson Commissioners as aforesaid Says that he has sustained damage to amount of one hundred dollars and therefore he brings Suit &c By J F Kinney his Atty. — And afterwards to wit on the 26th day of October 1838 this cause was continued. And afterwards to wit on the 26th day

of April This day came the said Saml B Johnson 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 Plaintiff ought to recover his debt against the said defendants and his damages by reason of the detention thereof and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said Defendants do owe to the said Plaintiff the sum of one hundred dollars and do assess his damages by reason of the detention thereof to Dollars and 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 cents Notice of appeal by Levi Phelps one of the Defendants - And afterwards, to wit: on the 3d day of November AD 1841 This Case was certified by special Mandate from the Supreme Court held within and for the County of Union on the 24th day of June A.D. 1841. On Motion of Plaintiffs counsel in this cause it is ordered that the plaintiff have leave to amend his declaration and this cause is Continued upon Plaintiffs giving Security for costs within thirty days. — And afterwards, to wit: on the 23rd day of April 1842 the Plaintiff by A Hall his Attorney filed his declaration in the words and figures following, to wit: State of Ohio Union County. ss. In Union Common Pleas. To July Term AD 1838 Samuel B Johnson Commissioner of Insolvents (of Union County and State of Ohio) for the use of the creditors of Holton Chipman. Complains of Holton Chipman (as to Whom the Sheriff has returned the Summons in this case "not found") Norman Chipman and Levi Phelps in a plea of debt for that whereas the said defendants on the 3d day of December AD 1836 at the County of Union made their certain writing obligatory sealed with their seals (and here to the Court shown) and there and then delivered the same to the said Samuel B Johnson Commissioner of Insolvents as aforesaid whereby the said defendants acknowledged themselves to be bound to the said Samuel B Johnson (by the name of S B Johnson) commissioner as aforesaid in the sum of one Hundred dollars to be levied upon their goods and chattels Lands and tenements if default should be made in the condition thereunto written. whereby said writing obligatory was and is subject to the following Condition. to wit: That if the said Holton Chipman should be and appear before the Court of Common Pleas in and for the said County of Union. next to be holden thereafter and there and then file his petition and 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 Insolvents debtors then said obligation was to be void otherwise in full virtue in Law. And the said Samuel B Johnson Commissioner as aforesaid, avers: that the said Holton Chipman did not appear at the next term of the said Court of Common Pleas. thereafter held and file his petition and submit to further Examination. pay the costs of his application, and in all respects comply with the requisitions of the act for the relief of Insolvent

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debtors" Wherefore the said Plaintiff says that he has sustained damages to the amount of One hundred dollars.— And whereas also the said Defendants on the 3d day of December 1836 at Union County aforesaid made their other Certain writing obligatory sealed with their seals (and now here to the Court shown) and then and there delivered the same to the said Samuel B Johnson Commissioner as aforesaid; whereby the said Defendants acknowledged themselves to be bound unto the said Samuel B Johnson (by the name of S B Johnson) Commissioner of insolvents for the County of Union and State of Ohio in the penal sum of one hundred dollars (part and parcel of the sum above demanded) if default should be made in the condition thereunder written by which it is provided that the said Halton Chipman should be and appear before the next Court of Common Pleas thereafter to be holden in and for said County and then and there file his petition and 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. and the said Plaintiff avers that the said Halton Chipman did not appear at the next term of said Court of Common Pleas in and for said County and comply with all the requisitions of the act for the relief of insolvent debtors. in this the said Halton Chipman did not deliver to said Commissioner an accurate Schedule in writing of all debts by him owing: specifying the same according to the act for the relief of Insolvents debtors. and for further breach. the said Plaintiff says that the said Halton Chipman did not make or cause to me made by the Commissioner an accurate Schedule in writing of all debts and demands due to him with a pertinent description of all contracts in which he was any way interested in his own right or otherwise, nor did he deliver to said Commissioner such written evidences as were in his power of such debts, contracts and demands in his possession or any way subject to his controll together with all his books of account nor did he make and deliver to said Commissioner an accurate inventory in writing of all his property of every kind and description real personal in possession remainder or reversion to which he had any claim or demand together with his written evidences of his title and right thereto. And for further breach the said Plaintiff says that the said Halton Chipman did not make and deliver to the to said Commissioner an assignment in writing of all his property rights and credits of every kind and description as required by said act for the relief of insolvent debtors but on the Contrary on the fourth day of October 1837 the said application of the said Halton was by the Court of Common Pleas in and for said County dismissed because said Halton Chipman had not Complied with said requisitions of said Statute therefor the said plaintiff for the use &c says that he has sustained damage by reason thereof in one hundred dollars.— And whereas also on the said third day of December AD 1836 at the County of Union the said defendants by their certain other writing obligatory sealed

with their seals (and now here to the Court shown) which the said defendants. then and there delivered to the said Samuel B Johnson (in the name of S B Johnson) Commissioner of insolvents for the Connaty of Union and State of Ohio in the sum of one hundred dollars. Which writing obligatory was and is subject to the following condition. by which it is provided that if the said Holton Chipman should be and appear before Common Pleas in and for the County at the next term thereafter to be holden and then there file his petition and submit to further examination and pay the costs of his applic=ation and in all respects comply with the requisitions of the act for the relief of insolvent debtors the said Obligation was to be void otherwise in full force — and the said Plaintiff avers that the said Holton Chipman did not appear at the next term of said Court of Common Pleas held after the date of said writing obligatory. Yet the said plaintiff though often requested hath not paid the said several sums of money or any part thereof so the said Plaintiff sayeth that he has sustained damage by reason of said several premises in the sum of One hundred dollars and therefore he brings suit. A Hall atty for Plff — And afterwards. to wit: on the 26th day of April 1842 this Cause was contin=ued and afterwards to wit on the 30th day of August 1842 this cause was continued and afterwards, to wit: on the 18th day of November this cause was continued. And afterwards, to wit: on the 18th day of April 1843. This cause is discontinued at the costs of the Plain tiff. Judgement for costs taxed to Dollars
cents

Attest John Cassil Clerk J R Swan

Jonathan Kingsley
vs
John Pollock &
John Clark

Pleas before his Honor Joseph R Swan Pres=ident and Silas G Strong James R Smith and Christian Myers. 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 5th day of July in the year of Our Lord one thousand eight hundred and forty three. Be it remembered that afterwards to wit: on the 5th day of July AD 1843. The plaintiff by his Attorney filed the follow ing declaration, to wit: State of Ohio. Union County, s.s. At July Term AD 1843. of the Court of Common Pleas. Jonathan Kingsley Complains of John Pollock and John Clark in a plea of Assumpsit for that whereas the Defendants at the County of Union on the fifth day of July A.D. eighteen hundred & forty three were indebted to the Plain=tiff in Sum of fifteen hundred Dollars for money then and there lent by Plaintiff to Defendants at their request. And the Defendants in consideration of the Premises then and there promised to pay the said Sum of money upon request yet although often requested they have not paid the said Sum of money or any part thereof to the damage of the Plaintiff fifteen hundred dollars & therefor he brings suit by Geo K Parsons his Atty. and afterwards to wit on the day and year last aforesaid the defendant by Kendall Thomas his Attorney

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State of Ohio for th=
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filed his pleas as follows, to wit: State of Ohio. Union County ss. In the court of Common Pleas July Term. AD 1843 And now Kendall Thomas an attorney of this Court appears in open Court, and by virtue of a Power of Attorney for that purpose, appears to the above declaration in favor of the said Jonathan Kingsley and against the said John Clark and John Pollock waives the issuing of proceps confesses that the said Defendants were indebted to the said Plaintiff and that the said Defendants did promise in manner and form as the said Plaintiff has declared against them and that the said Plaintiff by reason of the non performance of the said promise has sustained damage in Seven hundred and three dollars Seventy cents; for which sum and costs of suit he hereby confesses judgment in favor of the said Plaintiff and waives and releases all errors and the right of in behalf of said Defendants. Kendall Thomas Attorney for Defendant And afterwards, to-wit: on the day and year last aforesaid This day came into Court Jonathan Kingsley the above named Plaintiff by Mr Parsons his Attorney & filed his declaration against the said John Pollock & John Clark Defendants and thereupon Kendall Thomas Esqr one of the attorneys of this Court appeared in open Court in behalf of said defendants & by virtue of a power of Attorney for that purpose executed by the said Defendants & now produced in open Court and duly proved. waived the issuing and service of proces and acknowledges that the said Defendants did promise in manner & form as the Plaintiff has in his declaration alledged against them & confesses that the said Plaintiff has sustained damage by reason there of to seven Hundred & three dollars and seventy cents therefore it is considered that the said Jonathan Kingsley do recover of the said John Pollock and John Clark the said sum of seven hundred and three dollars and seventy cents his damages so confessed as aforesaid and also his costs in this behalf expended taxed at Dollars and by virtue of the same warrant of attorney all errors are released and the benefit of appeal waived in behalf of the said defendants

Attest John Cassil Clerk

State of Ohio for the use of Lee et als
vs
Ransom Clark

Pleas before his Honor Joseph R Swan President and Silas S Strong. James R Smith and Christian Myers. 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 5th day of July in the year of Our Lord One thousand eight hundred and forty three. Be it remembered that heretofore: to wit: on the 27th day of August AD 1842. the plaintiffs sued out of the Clerks office of said Court, the following writs of Summons. to wit: State of Ohio. Union County, ss: To the Sheriff of said County, Greeting. We command you to summon Ransom Clark. Alex Pollock. Robson L Broom Henry Kezartee Benjamin F Kelsey and 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 of Union aforesaid, at the Court-House in said County to answer unto The State of Ohio for the use of Cyprian Lee. Heman Baldwin and Shains-

Watson late partners under the name and firm of Lee Baldwin & Co in a Plea of Debt $10000.00 Damages one hundred Dollars and have you then there this writ: Witness. James H Gill. Clerk of said Court, at the Court House aforesaid, this 27. day of August AD 1842 James. H. Gill. Clerk. Seal said writ was endorsed. Suit brot on a bond executed by the Defendants to the State of Ohio for the sum of ten thousand Dollars dated on the 27th day of October 1838. Otway Curry Atty for Plff. Returned Served by Certified Copies on each of the within named Aug. 29. 1842 W W Steele Sheff. And afterwards to wit: on the 12th day of October AD 1842 The Plaintiffs by Mr Curry their Attorney filed their Declaration in the words and figures following, to wit: Union County. SS. Court of Common Pleas August Term, AD. 1842. The State of Ohio, for the use of Cyprian Lee. Heman Baldwin, and Mains Watson late partners under the name and firm of Lee. Baldwin & Co. Complains of Ransom Clark. Alexander Pollock. Robson L Broom, Henry Kezartee, Benjamin F Kelsey, and Peyton B Smith in a plea of Debt, for that whereas the said Ransom Clark. Alexander Pollock, Robson L Broom, Henry Kezartee, Benjamin F Kelsey, and Peyton B Smith, on the 27th day of October 1838, at the County aforesaid, made their certain writing obligatory of that date sealed with their seals (and now to the Court here shown) and then and there delivered the same to the plaintiff and thereby bound themselves to pay to the plaintiff the sum of Ten Thousand dollars. Subject nevertheless to a certain condition contained in the said writing obligatory which said Condition is in the following words, to wit: The condition of the above obligation is such that if the above named Ransom Clark shall faithfully discharge all the duties of the office of Sheriff, to which he has been Elected and Commissioned, in and for the County of Union aforesaid and shall well and truly pay over all Moneys by him received by virtue of his office aforesaid, and shall faithfully and impartially perform all the duties required of him as Sheriff, then this obligation shall be void otherwise remain in full force and virtue; And the said Ransom Clark was then and there Sheriff of the County of Union aforesaid. And for assigning a breach of the said Condition of the said writing obligatory the plaintiff further says that the said Cyprian Lee. Heman Baldwin. and Mains Watson partners under the name of Lee. Baldwin & Co on the 13th day of July 1838 obtained a Judgment in the Court of Common pleas of the County of Union aforesaid against Henry Swartz and John P Brooking for the sum of One Hundred and Thirty five dollars and Twenty five Cents for their damages and also for Costs of Suit amounting to Nine dollars and Ninety five and a half cents. and on the 5th day of November 1838 a Writ of Execution under said Judgment was issued from said Court and delivered on the 6th day of November 1838 to Ransom Clark aforesaid: and on the 3d day of January 1839. said Writ of execution was levied by the said Ransom Clark who was then Sheriff as aforesaid. upon in lots Nos 9 and 10 in the Town of Rich

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=wood the same being levied on as the property Henry Swartz and John P Brookins.— And the plaintiff further saith that a cer=tain James I Gray, on the 26th day of October 1838. in the Court of Common Pleas of the County aforesaid. obtained a judgment against said Henry Swartz and John P Brookins late trading as H Swartz & Co, for the sum of four hundred and sixty Dollars and forty three cents and on the 17th day of July 1839 a writ of venditioni exponas, under said Judgment in favor of said James I Gray was issued from said Court, and was delivered to Ransom Clark aforesaid and said Ransom Clark was then Sheriff as aforesaid. and he being Sheriff did proceed in obedience to a clause contained in said writ of venditioni exponas. to levy upon the aforesaid in lots Nos 9 and 10 in the Town of Richwood, on the 22d day of July 1839; and on the 26th day of May 1839 a writ of venditioni exponas, under said Judgment in favor of said James I Gray, was issued from said Court and was delivered to said Ransom Clark; and on the 7th day of July 1840 the said Ransom Clark was Sheriff as aforesaid. and did then proceed by virtue of said last mentioned writ of venditioni exponas to offer said in lots Nos 9 & 10 in the Town of Richwood for sale. & did sell the same for the sum of Eighty three Dollars and Thirty four Cents; And the plaintiff further saith that on the 5th day of November 1841 it was ordered by said Court that said Ransom Clark should pay over to said Lee Baldwin & Co. the aforesaid monies made as aforesaid by the sale of said in lots Nos 9 & 10 in the Town of Richwood, or as much thereof as might be necessary to discharge the prior Judgment and lien of the said Lee Baldwin & Co of July Term 1838, of said Court against the said Henry Swartz and John P Brookins; and the plaintiff further saith that the said Ransom Clark at the time of the making of said order by said Court and thenceforward, refused and failed, and still doth wholly refuse and fail to pay over to said Lee Bald=win & Co the said moneys so made by the aforesaid sale whereby the aforesaid writing obligatory became forfeited and thereby an action hath accrued to the plaintiff to de=mand and have of and from the defendants the said sum of Ten Thousand Dollars.— And also for that whereas the said Ransom Clark Alexander Pollock. Robson L Broome. Henry Rezatte Ben=jamin F Kelsey and Peyton B Smith on the 24th day of October 1838 at the County of Union aforesaid by their certain other writing obligatory sealed with their seals & then and there delivered to the plaintiff, and now to the Court here shown, bound them=selves to pay to the plaintiff the sum of Ten Thousand Dollars, subject however to a ~~Certain~~ Condition precisely similar to that which is set forth in the first Count of this Declaration as the condition of the writing obligatory which is mentioned in the said first Count of this Declaration. And the plaintiff hereby assigns it as a breach of said Condition of said other writing obligatory that certain other moneys accruing from the sale by virtue of legal process of in lots Nos 9 & 10 in the Town of Richwood in said County came into the hands of said Ransom Clark on the 7th day of July

1840 after the execution of said other writing obligatory and during the term of Service of said Ransom Clark as Sheriff of said County; he biing then in fact Sheriff of said County and the said Ransom Clark by force of said Condition of said other writing obligatory was bound to pay said certain other moneys over to Cyprian Lee. Heman Baldwin and Mains Wat=son late partners under the name and firm of Lee, Baldwin, & Co. But the said Ransom Clark failed, and doth still wholly fail and refuse to pay over to said Cyprian Lee Heman Baldwin and Mains Watson late partners as aforesaid, the certain other moneys or any part thereof: whereby an action hath accrued to the said plaintiff to demand and have of and from the said Defendants the Sum of Ten Thousand Dollars, mentioned in said other writing obligatory. Yet the said Defendants, though often requested so to do, have not paid the said first mentioned sum of Ten Thousand Dollars nor any part thereof to the said plaintiff; and the said Defendants have not paid the said last mentioned Sum of Ten Thousand Dollars. nor any part thereof to the said plaintiff; To the plaintiffs damage One hundred Dollars; and thereupon the plaintiff Sues, &c. By Otway Curry Plffs Atty. ——

And afterwards, to wit: on the 8th Day of November 1842 This cause was continued. And afterwards to wit: on the 18th day of April 1843. The Defendants by Allison & Hall their attorneys filed the following Demurrer To wit: Lee Baldwin & Co vs Ransom Clark et al. In Union Common Pleas August Term AD. 1842. And the said Defendants now come and defend the wrong and injury when &c and say that the said Plaintiffs aught not to have their aforesaid action against Defts because they say, that, said Declartion and the matters therein contained are not sufficient in law, to maintain the action aforesaid and they are not bound to answer the same wherefore they pray Judgment that the said Plaintiffs be barred from their said action. — And for cause of Demurrer the Defendants Show the following. 1st The Statute does not authorize an action of Debt to be brought upon the bond of a Sheriff for neglecting to pay over money collected by him. The Statute authorizes Amercement of the Sheriff and his securities are made parties by Sci fa. — 2nd Said Declaration nor either Count thereof does not state that said plaintiff their agent or Atty have ever demanded of said Clark the payment of any money collected by him as Sheriff for their use or that he has refused to pay over on demand any money collected for the use of Plffs. 3rd Said Declaration is otherwise defective in form & substance — Allison & Hall attys for Defendants — And afterwards, to wit: on the 19th day of April 1843 This cause came on to be heard on the demurrer, and the same having been argued by Counsel, it is considered by the Court that the demurrer be sustained; and that the plaintiff have leave to amend his declaratcon and this Cause is Continued

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John Doe Et. Dem
James Ewing
vs
Richard Roe
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the costs since the filing of the declaration to be paid by C Lee et. al. plaintiffs. And afterwards. to wit: on the 5th day of July A D 1843 This cause is Discontinued at the costs of the Plaintiff. Judgment for costs taxed at Dollars

Attest John Capsil Clerk

John Doe Et. Dem.
James Ewing
vs
Richard Roe
Tenants
John Goldsbury
Willoughby Goldsbury &
Harrison Goldsbury

§ Pleas before his Honor Joseph R Swan Pres=ident. and Silas G. Strong. James. R Smith. and Christian Myers. his Associates. Judges. At a Court of Common Pleas begun and held held at the Court house in the Town of Marysville. within and for the County of Union and State of Ohio on the 5th day of July in the year of our Lord one thousand eight hundred and forty three. Be it remembered that heretofore to wit on the Eighteenth day of April 1843. came James Ewing by his Attorney Otway Curry and filed herein his decla=ration. together with the notice to the tenant, and the return of service. which said declaration. notice and return read in the words and figures following, to wit: Union County. ss. Court of Common Pleas November Term A D 1842 John Doe Complains of Richard Roe for that James Ewing on the fourth day of July 1837 at the said County of Union, had de=mised to the said John the following Lands and tenements to wit: Situate in said County of Union in the State of Ohio; on Darby Creek & bounded and described as follows; viz: Begining at a buckeye and blue ash, lower Corner on Darby creek to survey No 3484 in the name of Lucas Sullivant; Thence with the lower line of said survey N 52 E. 416 poles to a sugar tree and Elm lower back corner to said Survey; Thence N. 38 W 82 poles to a white ash in the original back line; Thence S. 52 W 382 poles to three Elms from one root on the bank of three Creek; thence down the creek with its meanders to the begin=ing; Containing 202 acres part of a tract of 800 acres No 3484 patent=ed to Lucas Sullivant in the year 1800:— and also ten Messuages, ten Cabins, ten barns, ten Stables, ten orchards, ten out houses, ten yards, ten gardens, fifty acres of arable land. Twenty acres of meadow land, Ten acres of pasture land, Fifty acres of woodland. Twenty acres of Land covered with with water and fifty acres of other land;— To have and to hold the same to said John from the 4th day of July 1837 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 appur=tenances. and was possessed there of for the term aforesaid: And the said John being so thereof possessed, the said Richard afterwards. to wit: on the 4th day of July 1838, 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 dollars and therefore he sues, &c. By Ot=way Curry. His Attorney. Mesrs John Goldsbury. Willoughby—

Goldsbury and Harrison Goldsbury. 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 yourselves defendants in my stead, otherwise judgment will then be entered against Entered against me by default, and you will be turned out of possession. — Richard Roe. Served by reading to the above Lessee the letter & Delivering to each a certified Copy of Declaration & Notice or letter, April 8th 1843 W W Steele Sheff- And afterwards, to wit: on the 5th day of July 1842 This cause was discontinued. Judgment for costs taxed to Dollars

Attest John Cassil Clerk.

J R Swan

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Gustavus Swan for &c
vs
Otway Curry

} Pleas before his Honor Joseph R Swan President and Silas G Strong James R Smith and Christian Myers 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 5th day of July in the year of our Lord one Thousand Eight hundred and forty three Be it remembered that heretofore to wit: on the eighteenth day of April 1843. the plaintiff sued out of the Clerk's office of said Court the following writ of Summons, to wit: State of Ohio, Union, County ss. To the Sheriff of said County, Greeting We command you to Summon Otway Curry. 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 Gustavus Swan for &c in a plea of Assumpsit: Damages Two Hundred Dollars and have you then there this writ- Witness John Cassil Clerk of said Court, at the Court house aforesaid, this 18th day of April AD 1843. John Cassil Clerk. Said writ was endorsed, "Suit brought on a note to Silas G Strong. dated Nov 7. 1839 at 12 months, for $100, with interest. & assigned by Strong to plff Also for goods sold and delivered, work and labour money paid, lent and advanced, and on account Stated. G Swan Attorney for Plaintiff - Returned Served by acknowledgment W W Steele Sheff I acknowledge service April 18. 1843 Otway Curry- And afterwards, to wit: on the 27th day of April 1843 plaintiff filed his declaration in the words and figures following, to wit: The State of Ohio, Union County, ss. Court of Common Pleas April Term, AD 1843 Otway Curry Defendant in this suit, was summoned to answer unto Gustavus Swan for &c. & Bank of Columbus Plaintiff in this suit, of a plea of Assumpsit &c For that, whereas, the defendant on the 7th day of November in the year of our Lord one thousand eight hundred and thirty nine at Marysville at the County aforesaid made his promissory note in writing, and then and there delivered the same to one Silas G Strong by the name of Silas G Strong and thereby

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Miles Greenwood
vs
Reuben P Mann

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then and there, promised to pay unto the said Silas G Strong by the name aforesaid, or order, One hundred dollars with interest in twelve months after date thereof; which period is now elapsed and the said Silas G Strong by the name of S G. Strong there and there endorsed the same to the said plaintiff 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 plaintiff according to the tenor and effect thereof. — Also, for that whereas, the said defendant afterwards, to wit, on the 1st day of April in the year of our Lord one thousand eight hundred and forty three, at the County aforesaid, was indebted unto the plaintiff in the further sum of Two hundred dollars, for so much money before that time 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 before that time, then and there 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 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, yet the defendant although often afterwards requested, has not paid said several sums of money to the 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 Two hundred dollars, and therefore he brings suit; &c for S Swan Atty for plff = And afterwards, to wit: on the 5th day of July 1843. This day came the plaintiff and the defendant Otway Curry though solemnly called, came not but made default; whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a jury, and the Court being fully advised in the premises do assess the damages of the said Plaintiff to one hundred and Eighteen dollars and Eleven cents, therefore it is considered that the said plaintiff recover of the said Otway Curry the said sum of One hundred and Eighteen dollars and Eleven cents, his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended taxed to Dollars. Notice of Appeal by Defendant

Attest John Cassil Clerk

Miles Greenwood
vs
Reuben P Mann

Pleas before his Honor Joseph R Swan President, and Silas G. Strong, James R Smith, and Christian Myers 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 5th day of July in the year of our Lord one Thousand Eight hundred and forty three. Be it remembered that here to fore to wit: On the 31st day of January the Plaintiff by his Attorney John

H Young Issued 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 Reuben P Mann 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 Miles Greenwood in a plea of assumpsit: Dam-
=ages Two Hundred Dollars. And have you then there this writ
Witness, John Cassil, Clerk of said Court, at the Court-House afore
said, this 20th day of January A.D. 1843 John Cassil Clerk —
Said writ was endorsed "Suit brot on note of hand given by
deft. to plff. for $123. 84. dated May 17. 1842. due one day after
Whole amount of principal & Interest due and unpaid. John
H Young Atty for plff January 7. 1843." — And afterwards
to wit: on the 18th day of April 1843. The Plaintiff by his attor
ney filed the following declaration, to wit: The State of Ohio
Union County ss. Union County Court of Common Pleas
of the Term of April, A.D. 1843. Miles Greenwood Complains
of Reuben P Mann in a Plea of Assumpsit, for that whereas the
said Reuben P Mann on the Seventeenth day of May, in the year
eighteen Hundred and forty two at Milford, at the County of
Union aforesaid, made his promissory note in writing, and
delivered the same to the said Miles Greenwood and thereby
promised to pay to the said Miles Greenwood; or order One hundred
and twenty three dollars and eighty four cents one day after the date
thereof which period has now elapsed, and the said Reuben P Mann
then and there in Consideration of the premises, promised to pay
the amount of the said note to the said Miles Greenwood according to
the tenor and effect thereof. Yet the said Reuben P Mann hath dis
regarded his promises, and hath not paid the said sum of money
or any part thereof; to the damage of the said Miles Greenwood Two
hundred dollars, and thereupon he brings Suit &c John H Young
Atty for Plff. And afterwards, to wit: on the 5th day of July
1843. This day came the said Miles Greenwood by his Attorny
And the said Reuben P Mann though Solemnly Called, came
not but made default; whereupon it is considered that the said
Miles Greenwood 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 dam
=ages of the said Miles Greenwood to One hundred and thirty
two dollars and nineteen cents, therefore it is considered that
the said plaintiff recover of the said Defendant the said
Sum of One hundred and thirty two Dollars and nineteen
cents his damages aforesaid in form aforesaid assessed and
Also his costs in this behalf expended, taxed at
Dollars
Attest John Cassil Clerk.

J R Swan

Jonas Bowman
vs
John Thomas and
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firm of J & A Thom
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Jonas Bowman
vs
John Thomas and
Abel Thomas.
Late partners under the
name and firm of I and
A Thomas

Pleas before his Honor Joseph R Swan Presi
dent and Silas D Strong James R Smith and
Christian Myers 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 5th day
of July in the year of Our Lord One Thousand Eight Hun
dred and Forty three. Be it remembered that heretofore, to wit:
on the 5th day of April 1843. The Plaintiff by Otway Curry
his Attorney Sued out of the Clerk's 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 John Thomas and Abel Thomas, late partners under
the name and firm of I and A. Thomas 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 Jonas Bowman in a plea of Assumpsit, Damages
Two Hundred Dollars and have you then there this Writ Witness
John Cafsil Clerk of said Court at the Court House aforesaid, this
fifth day of April A.D. 1843 John Cafsil Clerk. Said writ was en-
=dorsed: Suit brot on note of hand given by Defendants, on the 30th
day of April 1840, for one hundred and fifteen dollars and fifty
nine cents to Hyneman & Getman and by them endorsed over
to the Plaintiff. Also for goods sold and delivered. Money had
received & on an account stated Otway Curry Atty for Plff
Returned. Abel Thomas not found but served by certified copy
April 15th 1843 on John Thomas - Wm Steele Sheff= and afterwards
to wit: on the 24th day of May 1843 The Plaintiff by Mr Curry
his attorney filed his declaration in the words and figures
following, to wit: Union County ss. Court of Common Pleas
April Term, A.D. 1843 Jonas Bowman Complains of John
Thomas, impleaded with Abel Thomas (but as to whom the Sheriff has
returned not found) in a plea of assumpsit, for that whereas the
said John Thomas and Abel Thomas, on the 20th day of April 1840,
at Logan County Ohio, were partners in trade under the name and
firm of I & A Thomas, and so being partners the said John Thomas
Made his Certain Joint promissory Note with the said Abel Thomas
in writing and thereby under the name of the said firm of I & A
Thomas promised to pay to Hyneman and Getman or order One hun
dred and fifteen dollars and fifty nine cents in Nine Months after
the date thereof, which period has now elapsed, and then and there de
livered the said note to the said Hyneman & Getman; and the said Hyne
=man & Getman then and there endorsed the said note to the said Jonas Bow
=man, whereof the said John Thomas then and there had notice, and then
and there in Consideration of the premises, under the name of the said
firm of I & A Thomas, promised to pay the amount of the said note to
the said Jonas Bowman, according to the tenor and effect thereof. Yet
the said John Thomas has disregarded his said promise and has not paid
the said sum of money nor any part thereof & neither has said

Abel Thomas paid the said Sum of Money, nor any part thereof) to the damage of the said plaintiff Two Hundred Dollars: and thereupon he Sues &c By Atwan Curry His Attorney, — And afterwards to wit on the 5th day of July 1843. This day came the said Jonas Bowman by his attorney, and the said John Thomas and Abel Thomas though solemnly called. came not, but made default; Wherupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a jury — and the Court being fully advised in the premises do assess the damages of the said Jonas Bowman to one hundred and twenty five dollars and forty three cents. Therefor it is considered that the said plaintiff recover of the said defendants the said Sum of One hundred and twenty five dollars and forty three cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at Dollars

Attest John Cassil Clerk

J R Swan

Lyne Starling
vs
Christopher Wilber

Pleas before his Honor Joseph R Swan President and Silas G Strong James R Smith. Christian Myers. his Associates. Judges. At a Court of Comm=mon Pleas. Begun and hold at the Court House in the Town of Marys=ville within and for the County of Union and State of Ohio on the 5th day of July in the year of Our Lord one Thousand eight Hundred and forty three. Be it remembered that heretofore, to wit: on the 8th day of November 1842 Lyne Starling by his Attorneys W & K Thomas & I. N Andrews filed in the affice of the Clerk of said Court of Common Pleas a certain bill in Chancery in the words and figures following, to wit: To the Honorable Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting. — Your Orator Lyne Starling of the County of Franklin & State aforesaid represents that on or about the 10th day of January A.D. 1837 he was seized in fee Simple of a certain tract or parcel of land situate in the County of Union and State of Ohio bounded and described as follows, to wit: Part of Survey (No 2979) number Two thousand nine hundred & Seventy nine in the name of Lucas Sullivant = Begining at two ashes & a Hickory & maple N. E. Corner of D. Coe & D Allens Land thence with the East line of the original Survey N 3° W about 150 poles to Buck run, thence up the run with the meanders thereof and binding theron at low water mark to the northerly line of the original Survey. thence with said Northerly line S 52° W to the corner of Alfred Hale's land. Thence S 57° E about 150 poles with the line of said Hales Land and the line of D Coe's 60. acres, to the lower back corner of said Coe's 60 acres. thence N 53° E 149 poles to the begining - Containing one hundred and forty five acres of land be the same more or less - and being so seized your Orator further represents that on or about the 10th day of January A D 1837 he entered into an agreement which was reduced to writing, and signed by your orator & a certain Christopher Wilbur of Union

County (whom if this bill) for the to the said Chr follows - to wit: orator for the ab of Five hundred interest annua day of Januar =nowledged. $ 2 and $ 215 on or which two las =pher Wilber =ing interest fr or order - Su his Heirs &c, upo =ments, with in ment of the s general warran said Christopher Wil ment is herewith f Orator further re ready and willing the said articl offers so to do, o fully with his sa Christopher Wilbe of the said articl Christopher Wil so to do, to the g prays that the pher Wilber, that the premises. Your this cause the s your Orator th may be found in a limited ti and in default th orator and the s other and furth (W & K. Thomas. & to wit: on the day a of Agreement. Made This 10th day of Ja Thirty seven bet the first part, an of the second part agrees, upon the te sell to said party in Union Coun hundred and

County (whom your orator prays may be made defendant to this bill) for the sale of the above described Tract or parcel of Land to the said Christopher Wilber, And is in substance as follows - to wit: the said Christopher Wilber agreed to pay to your orator for the above described tract or parcel of land the sum of Five hundred & Eighty dollars in three instalments with interest annually as follows to wit $150 on or before the 10th day of January AD 1837 which has been paid and is so acknowledged. $215 on or before the 10th day of January A.D. 1838 and $215 on or before the 10th day of January A.D. 1839, for which two last mentioned sums of money the said Christopher Wilber then executed his two single bills or notes bearing interest from date as aforesaid to the said Lyne Starling or order - In consideration whereof your orator agreed for himself his Heirs &c, upon the punctual payment of the aforesaid instalments, with interest as aforesaid at the time limited for the payment of the same by the articles of Agreement. to convey by general warranty deed, the above described tract or parcel of land unto the said Christopher Wilber his heirs or asigns (a copy of which said Articles of agreement is herewith filed and made a part of this bill marked A) - Your Orator further represents that he is now, and has been in all respects ready and willing to Comply with the terms and conditions of the said articles of agreement on his part to be performed, and hereby offers so to do, on said Christopher Wilbers Complying on his part fully with his said Contract, and that he has applied to the said Christopher Wilber and requested him specifically to perform his part of the said articles of agreement, to be by him performed, but the said Christopher Wilber hath hitherto wholly neglected and refused so to do, to the great damage of your orator. Your orator therefore prays that the writ of Subpoena may issue against the said Christopher Wilber, that he may be compelled to answer all and singular the premises. Your orator further prays that on the final hearing of this Cause the said Christopher Wilber may be decreed to pay to your Orator the amount of both principal and Interest that may be found due to him on the said articles of agreement in a limited time and specifically to perform his said Contract; and in default thereof, that the said articles of agreement between your orator and the said Christopher Wilber may be rescinded, or for such other and further relief as Equity and good Conscience may require

W. & K. Thomas. & J. W. Andrews Sols for Compl'ts and afterwards to wit: on the day and year last aforesaid the following Copy of the Articles of Agreement. made part of the above bill Articles of Agreement. Concluded this 10th day of January AD one thousand eight hundred and Thirty Seven between Lyne Starling of Franklin County. Ohio. of the first part, and Christopher Wilber of the County of Union of the second part. Witness. That the said party of the first part agrees, upon the terms and conditions hereinafter mentioned. to sell to said party of the second part, the following Lands situate in Union County Ohio: Part of Survey No Two thousand nine hundred and Seventy nine in the Va Mil. Dist in the name of

Lucas Sullivan 1st. Bounded as follows. Begining at two ashes a Hickory & Maple north Easterly corner of Land sold D Coe & D Allen. thence with the east line of the Original Survey N 37° W about 150 pols to Buck run, thence up the run with the meanders thereof & binding thereon at low Water mark to the line of the original survey - thence with with said northerly line S 52° W to the corner of land sold Alfred Hale. thence S 37° E about 15 poles with the line of said Hale and the line of D Coes 60 acres to the Lower back Corner of Coes 60 acres thence N 53° E 149 poles to the begining - Containing one hundred & forty five acres be the same more or less. - The said party of the second part hereby agrees to pay the said Starling the sum of Five-Hundred & Eighty dollars - in three instalments, with interest Annually as follows: 150 Dollars on or before the 10th day of January AD 1837 — 215 dollars on or before the 10th day of January AD 1838. 215 dollars on or before the 10th day of January AD 1839. The $150 is paid and so acknowledged. The said party of the second part, having also executed his two single bills to the said Starling or order for said several sums, payable as aforesaid: and the said party of the second part agrees to pay all taxes and assessments that may hereafter be demandable on said lands or their appurtenances. It is agreed that said several installments and single bills, above mentioned, with interest, shall be punctually paid, on or before the respective days when the same shall be due as above mentioned; and if each and all are so paid, said Starling for himself his heirs &c doth hereby covenant to sell. and upon the punctual payment as last mentioned, of all of said several installments, with interest, to convey by general warranty deed, the above described premises, unto the said party of the second part, his heirs and asigns In Witness Whereof, said parties have hereunto set their hands and affixed their Seals, the day and year first above written. L Starling (Seal) - Christopher Wilber (Seal) Copy. And afterwards to wit: on the day and year last aforesaid. the following writ of Subpoena was issued, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to summon Christopher Wilber to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, forthwith, to answer the matters and Charges Contained in a Bill in Chancery exhibited against him by Lyne Starling and this he shall in no wise omit under the penalty of one Thousand Dollars and have you then there this writ. Witness John Cahill Clerk. pro. tem. of said Court at the Court House in Marysville, this 8th day of November AD 1842. John Cahill Clerk p.t.. And afterwards, to wit: on the 19th day of April 1843. Christopher Wilber by Wm C Lawrence his attorney filed his answer in the words and figures following, to wit: The Answer of Christopher Wilber to the bill of Complaint exhibited against him by Lyne Starling in the Court of Com Pleas of Union County. This defendant now comes and in Answer to said Bill or so much thereof as he is advised is material for him to answer in answering says that he cannot deny but must admit that he entered into the contract set forth in Compt said bill but denies that he was ever especially called on

by said Starling in said bill. Said Land of the D uncultivated improved the sam timber building five hundred to great expen land paying th This Deft furth on said articl and fifty dolla fifty dollars o close on the ag holds the notes up and receiv =ges that Comp push for the Deft to sell said seem hard She he may be disp State of Ohio Wilber who be =tained in the infact to the saith not Chr April 1843. Josh of April 1843 day of following repl Compldinant This repliant of advantage said answer and prove his the Law to be and said Defendan replied unto of thing whatso =ual in the Law or denied is true will be ready to =rect, and him =ready prayed. And after wa This Cause Can and testimony, a the Law and Eq that the Complain said Contract - further find th

by said Starling and requested to perform the contract as charged in said bill. This Deft further charges that when he purchased the said land of the said Starling it was all in the woods and entirely uncultivated and that this Deft took possession of the same and improved the same at great expense and labor in clearing off the timber, building fences houses and stable to the value of near five hundred dollars. this Deft. further charges that he has been to great expense annually in the payment of taxes on the said land paying the whole since the purchase. for school house &c &c This Deft further charges that he has paid money to said Starling on said article for said land long since the payment of one hundred and fifty dollars of which there is no credit given. amounting to some fifty dollars or more at this time and which Compt has failed to endorse on the agreement. Deft further charges that said Compt still holds the notes of hand of this Deft. and never has offered to give them up and received the contract for said Land. Deft further charges that Compt promised the last time Deft saw him to not push for the land but offered to wait after notice to enable this Deft to sell said the Land and pay out for the same. all of which is now hand The prayer of this Deft is that having thus fully answered he may be dismissed with his costs &c By Wm Lawrence his Sol

State of Ohio Union County. ss. Personally appeared Christopher Wilber who being duly Sworn Says that the Matters and things Contained in the foregoing answer are true in Substance and in fact to the best of his knowledge and belief and further Saith not Christopher Wilber. Sworn to and Subscribed this 19th April 1843. Joshua Judy J.P. — And afterwards to wit on the 21st day of April 1843 this Cause was Continued. and afterwards to wit on the 1st day of AD 1843 Complainant by his attorneys filed the following replication, to wit: The Replication of Lyne Starling Compldinant to the answer of Christopher Wilber Defendant This repliant. saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto. Saith that he will aver and prove his said bill to be true certain and sufficient in the Law to be answered unto and that the said answer of the said Defendant is uncertain, untrue and insufficient to be replied unto by this repliant without this. that any other matter of thing whatsoever in the said answer Contained material or effectual in the Law to be replied unto, confessed and avoided, traversed or denied is true. all which matters and things this repliant is and will be ready to aver and prove as this Honorable Court shall direct, and humbly prays, as in and by his said bill he hath already prayed. W & K Thomas Sol W Andrews Sol for Compt And afterwards, to wit: on the 5th day of July AD 1843 This Cause Came on to be heard. upon the Bill, answer, replication. and testimony, and the Court having examined are of opinion that the law and Equity of the case are with the Complainant, and that the Complainant is entitled to a specific performance of his said Contract with the said defendant. and the Court do further find that the Sum of Five hundred and thirty nine

dollars and fifty three cents is due from the defen=dant to the Complainant on the said Contract. It is therefore ordered and decreed. that the said defendant pay to the said Complainant the said Sum of Five hundred and thirty nine dollars and fifty three Cents, and the interest which may accrue. thereon and the costs of this suit to be tax=ed and in every way specifically perform his said Contract within thirty days after the rising of this Court. and on failure thereof it is further ordered that William M Steele, Sheff. who is hereby appointed Special Master Commissioner for that purpose, proceed to make said Sum of Five Hundred and thirty nine dollars & fifty three cents, with said interest and costs, together with his accruing costs, by a sale of the said Lands and tenements. in the bill described, and that he cause the same to be sold in pursuance of and under the forms and restrictions prescribed in the Statute for the sale of Lands by Execution at Law and that he make report of his proceedings, and bring the money arising from said Sale to this Court at the next Term thereof to which time this Cause is Continued. Notice of appeal by Defendant

Attest John Cassil Clerk

Paul Igo
vs
Frederick Beltz

Pleas before his Honor Joseph R. Swan President and Silas G. Strong. James R. Smith and Christian Myers 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 5th day of July in the year of Our Lord one thousand Eight Hundred and forty three, Be it remembered that heretofore to wit on the 31st day of Decem. ber AD 1841 The Plaintiff filed the following praecipie and affa=davit. to wit: Paul Igo vs Frederick Beltz. In assumpsit, Damages Damages $600.00. Issue a Capias ad Respondendum for the Def endant Endorse: This suit brought to recover the principal and interest due on a promissory note given by the defendant and one Levi Wells (now deceased) to the plaintiff for the sum of $347.41 cents bearing date 9th July 1841 payable two months after date on which there is a credit of $50.80 cents. To the Clerk of Union County Com Pleas Dec 31. 1841 Paul Igo- The above named Paul Igo makes oath and says that the amount above specified is justly due to him from the said defendant Frede=rick Beltz, and that he verily believes that the said defendant is about to dispose of his property with intent to defraud his creditors and that he is about to remove his body out of the Jurisdiction of this Court. Paul Igo- Sworn to and Subscribed before Dec 31. 1841 James H Gill Clerk. And afterwards to wit. on the day and year last aforesaid the following writ of Capias ad Respon dendum was issued. to wit: The State of Ohio, Union County, ss. To the Sheriff of said County. Greeting: We command you to take Frederick Beltz if he be found within your bailiwick, and him safely keep. so that you have his body before the Honorable the

Judges of the Co
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Judges of the Court of Common Pleas of our said County, at the Court house in the Town of Marysville, on the first day of our next term, to answer unto Paul Igou in a Plea of assumpsit damages Six hundred dollars, And have you then there this writ. Witness James H. Gill, Clerk of our said Court, at the Court house aforesaid, this 31st day of December AD 1841 James H Gill Clerk. on said writ was endorsed: This suit is brot to recover the principal and interest due on a promissory Note by the defendant and one Levi Wells (now deceased) to the Plaintiff for the sum of $34). .41 cents bearing date 9th July 1841 payable two months after date on which there is a credit of $50.80. — Held to bail in Seven Hundred dollars $700.00. Returned. Endorsed. "Rec'd this writ 1 Jany 1st 1842 I have taken the body of the Defendant — who gave bonds for his appearance. in the Sum of Seven hundred dollars. John Milligan & Levi Gun his securities 1 Jany 1st 1842 W W Steele Sheff — And afterwards to wit on the day and year last aforesaid the following recognizance of Special Bail was entered into, to wit: Know all Men by these presents that we Frederick Beltz John Milligan & Levi Gun are held and firmly bound unto W W Steele Sheriff of Union County Ohio in the penal Sum of Seven hundred Dollars Lawful money to the payment of which well and truly to be made we bind ourselves our heirs Executors and administrators firmly by these presents Sealed and signed by us this 1st day of January AD 1842 The Condition of the above Obligation is this whereas the above bound Frederick Beltz has this day been arrested by virtue of a Capias ad respondendum by me. in favor of Paul Igou, Now if the said Frederick Beltz does well and truly appear before our Court of Common Pleas of Union County on the first day of next term and so continue from day to day until discharged & abide the decision of said Court and not depart the Court without leave then this Obligation to be void otherwise in full force and virtue in law. — Frederick Beltz (Seal) John Milligan (Seal) Levi Gun (Seal) Attest W. W. Steele Sheff A true Copy of the Original taken by me Jany 1st 1842 W W Steele Sheff And afterwards to wit: on the 30th day of August 1842 This Cause was Continued. And afterwards, to wit: on the 31st day of August 1842. Plaintiff by Corwins his attorneys filed a declaration in the words and figures to wit: The State of Ohio Union County Court of Common Pleas of the Term of August AD 1842. Paul Igo Complains of Frederick Beltz in a plea of assumpsit for that whereas the said Frederick Beltz on the ninth day of July in the year of our Lord Eighteen hundred & forty one at Union County aforesaid in Conjunction with one Levi Wells since deceased made his promissory note in writing & delivered the same to the said Paul Igo & thereby promised to pay to the said Paul Igo or bearer the sum of Three hundred & forty seven dollars & forty one cents in Current Bank paper & if said note should not be paid at the expiration of Two Months after the date of said note that then the said Frederick Beltz & said Levi Wells since Deceased promised to pay to said Paul Igo the usual attorney fees for the Collection of the same

for value received which period has now elapsed & the said Frederick Beltz then & there in Considiration of the Premises Promised to pay the amount of said note to the said Paul Igo according to the tenor and effect of said promissory note yet the said Frederick Beltz both disregarded his promises & hath not paid the said sum of Money or any part there of to the damage of the said Paul Igo in the sum of Six hundred dollars & therefore he sues &c— Corwins atty for Plff - And afterwards to wit: on the 8th day of November 1842 This Cause was continued. And afterwards to wit: on the 8th day of April 1843 The Defendant by Sh Hall his Attorney filed a demurrer in the words and figures following. to wit: Paul Igo vs Frederick Beltz. In August Term of Union Co Common Pleas 1842. And the said Defendant Comes and says. that the said Plaintiff ought not to have or maintain his aforesaid action against him because he says that the Declaration aforesaid & the matters therein contained are not sufficient in Law to maintain the action aforesaid and that he is not bound by law to answer the same & prays that the said plaintiff by judgt of this Court may be barred of his action against him - And for Cause of Demurrer the said Deft Shows the following= 1st The Declaration Shows the promissory note upon which the action is brot to have been joint between Deft & Levi Wells & yet said Wells is not impleaded. 2nd The said declaration does not aver that the said Wells did not pay the same during his life time.— 3rd The declaration does not aver that said note has not been paid by the makers. A Hall atty for Deff - And afterwards. to wit: on the 19th April 1843 at the April Term of said Court. On Demurrer. The Demurrer is sustained, the plaintiff has leave to amend his declaration by the payment of costs and this Cause is continued. And afterwards. to wit: on the 19th day of April 1843. the plaintiff by Corwins his Attorneys filed the following Declaration. to wit, The State of Ohio. Union County Court of Common Pleas of the Term of April AD 1843. Union County ss. Paul Igo Complains of Frederick Beltz in a plea of Assumpsit- for that whereas the said Frederick Beltz on the ninth day of July in the year of our Lord Eighteen hundred & forty and at Union County aforesaid in Conjunction with one Levi Wells since deceased made his promissory note in writing & delivered the same to the said Paul Igo and thereby promised to pay to the said Paul Igo or bearer the sum of three hundred & forty seven dollars and forty one Cents in Current Bank Paper & if said note should not be paid at the expiration of two months after the date of said note that then the said Frederick Beltz & Levi Wells since deceased promised to pay to said Paul Igo the usual Attorneys fee for the Collection of the Same for value received. which period has now elapsed & the said Frederick Beltz & Levi Wells since deceased then & there in Consideration of the premises promised to pay the amount of said note to the said Paul Igo according to the Tenor & Effect of said promissory note yet the said Frederick Beltz & Levi Wells during the life time of the said Levi Wells wholly disregarded their said promise & did not pay the said sum of money

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Bradford Wood
vs
Thomas Foreman

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nor any part thereof to the said Paul Igo nor hath the said Frederick Beltz since the death of the said Levi Wells paid the same or any part thereof to the said Paul Igo to the damage of the said Paul Igo in the sum of Six hundred Dollars & therefore he sues. Corwins & Pliff. Attys — And afterwards to wit: on the 6th day of July 1843. This day came the said Paul Igou by his attorney and the said Frederick Beltz 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 whereas of the parties requesting a jury. and the court being fully advised in the premises. do assess the damages of the plaintiff to three hundred and forty four Dollars and twelve cents. Therefore it is considered that the said Plaintiff recover of the said defendant the said sum of Three hundred and forty four dollars and twelve cents his damages aforesaid, in form aforesaid assessed and also his costs in this behalf expended. taxed at Dollars

Notice of Appeal by Defendant

Attest John Cassil, Clerk.

Bradford Wood
vs
Thomas Foreman

} Pleas before his Honor Joseph R Swan President and Silas G. Strong James R Smith and Christian Myers 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 5th day of July in the year of Our Lord One thousand eight hundred and forty three. Be it remembered that heretofore, to wit: on the 8th day of November 1842 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 Thomas Foreman 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 — Bradford Wood in a plea of the Case: Damages Five Thousand Dollars And have you then this writ. — Witness John Cassil Clerk pro tem. of said Court. at the Court-House aforesaid, this 8th day of November, A.D. 1842. John Cassil Clerk pro tem. Said writ was Endorsed " Suit brot. to recover damages for the maliciously and falsely speaking by defendant, of, and concerning the plaintiff the following false. scandalous. slanderous. malicious and wicked words: he (meaning the plaintiff) stole hogs — he stole hogs and I can prove it — he is a hog theif - he is a theif and stole my hogs — By Wm C Lawrence his Atty" Returned " Served by Certified Copy Nov 8. 1842. W B Steele Shff. and afterwards to wit: on the 19th day of December 1842 The Plaintiff by Wm C Lawrence his attorney filed a Declaration in the words and figures following, to wit State of Ohio, Union County. ss. Union Com Pleas Nov term 1842. Bradford Wood Complains of Thomas Foreman in a plea of the Case for that whereas the said Bradford Wood is and always has been a good and faithful citizen of the State of Ohio. and has sustained a fair Character among his neighbors

for honesty and integrity and has never been guilty or suspected of the notorious. atrocious. disgraceful and scandalous Crime and Misdemeanor of hog Stealing and Larceny, but the said Thomas Foreman not ignorant of the premises and contriving and intending maliciously and wickedly. to injure and destroy his Character, to bring him into disgrace among his neighbors and to expose him to the penalties of the Laws for stealing and Larceny, did on or about the first day of June 1842 at the County aforesaid. Speak. utter and publish in the hearing of sundry persons and at different times and before different persons the following false, slanderous scandalous. Malicious and wicked words of and concerning the plaintiff= he (meaning the plaintiff) Stole hogs and I can prove it,, he (meaning the plaintiff) Stole hogs. he (meaning the plaintiff is a theif. he (meaning the plaintiff) Stole my (meaning the Defts) hogs. by means of speaking, uttering, and publishing which said false, scandalous, slanderous and wicked words the said plaintiff is greatly injured in his good name and reputation and has been rendered liable to a prosecution for stealing and Larceny to the damage of the said Bradford Wood five Thousand Dollars and thereupon he sues &c By Wm C Lawrence his Atty. —— And afterwards to wit: on the 22nd February The Defendant by James W Crawford his attorney filed the following Plea. Union Court of Common Pleas Nov Term 1842. Thomas Foreman ads Bradford Wood. In Case - And the said Thomas Foreman now comes by his Atty James W Crawford and defends the worong and injury &c and says that he is not guilty of the said several greivances &c in Manner and form as the said Plaintiff hath in his said declaration alledged against him and of this he puts himself upon the Country and the plff doth The like &c By James W Crawford his Atty &c And afterwards to wit: on the 20th day of April 1843 This Cause is Continued at the costs of the defendant. Judgment for costs to be paid in twenty days or in default Execution to issue - And afterwards to wit: on the 6th day of July 1843 This day came the parties by their attorneys and thereupon came a Jury. to wit: John Williams, Henry Van Gordon. Stephen T Davis. David Sprague. Hezekiah Davis. John Reed 1st. David Danforth. Levin Griffin. William M Baughan John S Irwin, John Weaver and David Welch. who being empannelled and sworn the truth to speak upon the issue joined between the parties. and the plaintiff having examined his witnesses before the jury the deft Moved the Court to nonsuit the plaintiff for the want of testimony tending to prove the issue on his part; which Motion was by the Court sustained and it was therefore Considered by the Court that the plaintiff become nonsuit and that the defendant go hence and recover of the Plaintiff his costs herein expended taxed to Dollars Notice of Appeal by plaintiff
Attest John Cahil Clerk

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Thomas W Kezertee vs Thomas James } Pleas before his Honor Joseph R Swan President. and Silas G Strong James R Smith and Christian Myers ~~his~~ associates Judges. At a Court of Commmon Pleas. began and held at the Court-house in the Town of Marysville within and for the County of Union and State of Ohio on the 5th day of July in the year of Our Lord One Thousand eight hundred and forty three. Be it remembered that heretofore, to wit: on the 1st day of Octotber, 1842 the plaintiff by his Attorney filed the following Precipe and affidavit. to wit: Thomas W Kezartee vs Thomas James. In Replevin Damages. 100.00. The Clerk will issue a writ of Replevin for one Bay Stud Horse. A Hall atty for Plff. State of Ohio Union County. ss. Thomas W Kezartee makes oath that he has good right to the goods and Chattels described in the above precipe and that they are wrongfully detained by the said Thomas James and that said Goods and Chattels were not taken in execution on any judgment against the said plaintiff nor for the payment of any tax, fine or amercement assessed against the said Plaintiff nor by virtue of any writ of replevin or any other mesne or final process whatsoever assessed against the said Plaintiff. Thomas W Kezartee. Subscribed and sworn to this 1st day of October 1842 before me John Cassil Clerk pro tem. And afterwards, to wit: on the day and year last aforesaid the following writ of Replevin was 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 Thomas W Kezartee the goods and Chattels following, to wit: One Bay Stud Horse which Thomas James wrongfully detains from the said Thomas W Kezartee as is said: and also that you Summon the said Thomas James to appear at the next term of our Court of Commmon Pleas to be held within and for the said County of Union to answer unto the said Thomas W Kezartee for the unlawful detention of the goods and chattels aforesaid. Damages one hundred dollars. And have you then there this writ. — Witness John Cassil Clerk pro tem. of our said Court this first day of October, A.D. 1842 John Cassil Clerk pro tem. Said writ was returned endorsed "Served by taking bonds delivering Property to Plff & Summoning T James by reading Oct 1, 1842 W H Steele Sheriff. — Said bond reads in the words and figures following, to wit: Know all Men by these presents that we Thomas W Kezartee. J. Cluggage & H Kezartee are held and firmly bound unto Thomas James in the penal sum of One hundred and Sixty dollars Current Money to the payment of which well and truly to be made we bind ourselves our heirs executors & Administrators firmly by these presents sealed with our seals and dated this 1st day of October AD 1842. — The condition of this bond is whereas the said Kezartee sued out of the Clerks Office of the Court of Common Pleas of Union County O. on the 1st day of Oct A.D. 1842 his writ of Replevin for One Bay Stud Horse which said writ is returnable at next term of said Court. Now if said Kezartee does well and truly appear at next term of

said Court & Prosecute his said suit to effect & Pay all costs & Charges which Shall be awarded against him then this bond to be void otherwise in full force — Thomas W Kezertee [Seal] James Chaggage [Seal] & Kezertee [Seal]. And afterwards To wit: on the 14th day of November the Plaintiff by his said Attorney filed his declaration herein as follows to wit: In Union Court of Common Pleas to November Term A.D. 1842 Thomas W Kezertee Complains of Thomas James in a plea of Replevin for that whereas the the said Thomas James on the thirty-eth day of September 1842 at Union County aforesaid was possessed of one Bay Stud Horse to be delivered to the said Plaintiff when the said Defendant Should be thereto afterwards requested Yet the said Defend=ant though often requested has not delivered the said Horse to the said Plaintiff and so the said Defendant wrong=fully detains said Horse from the said plaintiff to his damage one hundred dollars and therefore he Sues. — A Hale atty for Plff. — And afterwards, to wit: on the 18th day of April 1843 The Defendant by his Attorney filed the following plea: to wit: Union Common Pleas 1843: Thomas James ads Thomas W Kezertee and the said Thomas James by Shores B Corwin his attorney comes and defends the the wrong & injury when & and says that he does not wrongfully detain the goods and Chattels mentioned in the Plaintiffs declaration in manner & form as the said Thomas W Kezertee hath above thereof complained against him & of this he the said Thomas James puts himself upon the Coun=try & Shores B Corwin Defts atty. And afterwards, to wit: on the 19th day of April 1843 this cause was continued and afterwards, to wit: on the 6th day of July 1843 the parties filed their agreement as follows, to wit: Thomas W Kezertee vs Thomas James. Replevin In Union County Court of Common Pleas. This cause is this day fully settled at the costs of the Plaintiff July 6th 1843. A Hale atty for Plff. A B. & J. A. Corwin attys for Thomas James. And afterwards to wit on the 6th day of July 1843 Settled by ~~agreement of~~ Parties as per agreement on file at Plaintiffs costs Judgment for costs taxed at Dollars to be paid in thirty days or Execution to issue as on Judgment at Law Attest John Capsil Clerk

J R Gibson

√ William E Brown vs Thomas F Woods & William L Gibson } Pleas before his Honor Joseph R Swan President and Silas D Strong. James R Smith and Christian Heyne his Associates. Judges. At a court of Com=mon 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 5th day of July in the year of our Lord one Thou=sand eight-hundred and forty three. Be it remembered that heretofore, to wit: on the 30th day of June 1842 the Plaintiff by his attorney filed the following precipe and affidavit to wit: William E Brown vs Thomas F Woods & William Gibson

In Replevey damages $50.00 - The Clerk will issue a writ of replevy for the following articles, to wit:- 14 Boxes Commondegars 25 Glass Jars containing Candy. Camphire Candy & Salaeratus with their Contents. 8 Bottles Blue Ink 1 Bottle Stoten Bitters ½ Bottle Pepper Sauce. 1 Powder Can. 1 Box & 7 Brass Rings. 1 Box Cotton Thread 19 Breast Pins. 2 Cards Shirt Buttons 2 Money Purses. 1 Sipacanoe Text Book. 2 Spools Cotton Thread. 2½ Papers Pins. 25 papers Smoking Tobacco 3½ Quire Rapping Paper. 1 Lot Linnen and Cotton Thread 1 Large Box Matches Containing about Sixty papers. 5 Snuff boxes 1 Hair Brush 1 Lott Knitting Kneedles 1 Razor 3 primers 15 Viols essence 1 Lot Thimbles 4 Boxes Caps 7 lbs Candle Jarr and Snuff therein. Bladder & Scotch Snuff therein. 3 lbs Allspice ½ Kegg of Salaeratas. 5 lbs of Allum and Kegg ¼ Kegg of Coperas 1 Slate 4 papers Nudles 12 Coffee Potts 6 Basons. 2 Chairs 1½ Bushel Mea=sure 5 Empty Barrel 1 Barrel of Cider 1 Fosset 1 Broome 1 Glass Lamp 2 tin measure 1 Funnel 5 Empty Keggs 3 Pitchers 4 Boxes 6 Balls wrapping Yarn Tin Glass Stand 1 Tin Bucket 1 Barrel of Whiskey 3 lbs Powder 1 small can & Powder therein 1 Lott of Cinnamon 1½ lbs Candy 1 Box Soap 40 Crocks 3/3 Bar=rel Salt & Barrel 4 3/4 lbs of Lead two sugar Bowls. A Hall attey for Brown - - State of Ohio. Union County. ss. William E Brown makes oath that he has good right to the possession of the goods and Chattles described in the within precipe. that they are wrongfully detained from him by the defendants and that said goods and Chattles were not taken in execution on any judgment against the said plaintiff nor for the payment of any tax. fine. 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 Wm. E. Brown Sworn to and subscribed before me. June 30th 1842 Jas. H. Gill. Clerk And afterwards to wit:- on the day and year last aforesaid the following writ of Replevin was 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 Wm. E. Brown the following goods & Chattels to wit. 14 Boxes common cigars 25 Glass jars containing Can=dy. Camphor Candy & Salaeratus with the contents 8 bottles blue ink 1 bottle stoten bitters ½ bottle pepper sauce 1 powder can 1 Box & 7 brass Rings 1 box cotton thread 19 breast pins 2 cards shirt buttons 2 money purses 1 Sippecanoe text book 2 spools cotton thread 2½ papers pins 25 papers smoking tobacco 3½ Quire rapping paper 1 lot linnen & cotton thread 1 large box of matches containing about sixty papers. 5 snuff boxes 1 hair brush 1 lot knitting needles 1 Razor 3 primmers 15 vials essence 1 lot thimbles 4 boxes caps 7 lbs candles jar & snuff therein. Bladder of 1 scotch snuff 3 lbs Alspice ½ kegg Salaeratus 5 lbs alum & keg. ¼ keg Capperas 1 slate 4 papers needles 12 coffee potts 6 basons 2 chairs 1 half bushel measure 5 Empty barrels 1 barrel cider 1 Fosset 1 Broom 1 Glass Lamp 2 tin measures 1 funnel 5 Empty kegs 3 Pitchers 4 boxes 6 balls rapping yarn

Tin Glass stand 1 tin bucket. 1 barrel whiskey 3 lbs powder
1 Small can & powder therein 1 lot of Cinnamon 1½ lbs Candy
1 box Soap 40 crocks ⅔ barrel salt & barrel 4 ¾ lbs Lead 2 Sugar
bowls. Which Thomas F Woods and William L Gibson wrongfully
detain from said Wm E Brown as is said and that you Summon
the said Thomas F Woods and Wm L. Gibson to appear before our
Court of Common Pleas in and for the County aforesaid on the
first day of next Term to answer unto said Wm E Brown for the unlawful
detention of said goods & chattels Damages $50.00 and have you
then there this writ.- Witness James H Gill Clerk of said Court this
30th day of June AD 1842 [Seal] James H Gill Clk
Said writ was returned Endorsed. "Served July 1st 1842 by
reading to Wm L Gibson & Thos F Woods delivering property to Wm E
Brown & taking Bonds in $100. W Wstate Sheriff - Said Bond
reads in the words and figures, to wit: Know all men by
these presents that Wm E Brown. C Merchon, A Hoskins. J Rudisill,
M H Michael. M Collins are held and firmly bound unto
Thos F Woods & Wm L. Gibson in the penal Sum of One hundred
dollars Lawful Money of the United States to the payment of
which well and truly to be made we bind ourselves our heirs
Executors firmly by these presents sealed with our Seals and
dated this 1st day of July AD 1842 - The Condition of this obli
gation is this whereas the above named Wm E Brown Sued out of
the Clerks office of the Court of Common Pleas of Union County his
writ of Replevin for 25 Glass Jars 8 Blue Inks. 1 Stolen Bitters. Powder
& Can Rings & Boy &c &c. &c. (see Appraisment Return Marked A
herewith filed) - and which said writ is Returnable to next Term
of said Court of Common Pleas. Now if said Brown shall
appear at the next term of said Court and prosecute his
suit to effect and pay all Costs and damages that may be
awarded against him. then this obligation shall be void
otherwise in full force Wm E Brown [Seal] Cornelius Mer
shon [Seal] Alpheus Hoskins [Seal] John Rudisill [Seal] M. H
Michael [Seal] Matthias Collins [Seal]. — And afterwards.
to wit: on the 15th day of November 1842 The Plaintiff by
his Attorney filed his declaration herein as follows. to wit
In Union Common Pleas to August Term 1842. William
E Brown Complains of Thomas F Woods and William L Gibson
in a plea of replevin, for that whereas the said Defendants on
the 29th day of June 1842 at Marysville in said County were
possessed of Certain goods and Chattels of the said Plaintiff. to
wit: 14 Boxes common Cigars. 25 Glass jars candy camphor
and Salaeratus with the contents 8 Bottles Blue ink 1 Bottle
Stolen Bitters ½ Bottle pepper sauce 1 Powder Can 1 Box and
4 Brass rings 1 Box Cotton Thread 19 Breast Pins. 2 cards Shirt
buttons. 2 Money Purses 1 Tippecanoe text Book 2 Spools Cotton
Thread 2½ papers pins 25 papers Smoking tobacco 2⅓ Quire
wrapping Paper 1 lot linnen & Cotton Thread 1 Large box
matches containing about 60 papers 5 Snuff Boxes 1 Hair
Brush 1 lot knitting needles 1 Razor 3 primmers 15 vials Essence

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1 Lot Thimbles 4 Boxes Caps 7 lbs Candles 1 jar and snuff therein
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6 Basins 2 Chairs one half bushel measure 5 Empty Barrels
1 barrel Cider 1 Forset 1 Broom 1 Glass Lamp 2 tin measures
1 funnel 5 Empty Kegs 3 pitchers 4 Boxes 6 Balls wrapping yarn
Tin Glass Stand 1 tin bucket 1 Barrel Whiskey 3 pounds powder
1 small can and Powder therein 1 Lot Cinnamon 1/2 lbs Candy
1 Box Soap 40 crocks 2/3 Barrel Salt & barrel 4 3/4 lbs Lead & 2 sugar Bowls - to be delivered to the said Plaintiff when the said Defendants should be thereto afterward requested. Yet the said Defendants though often requested so to do have not delivered said goods and Chattels or either of them or any part thereof to the said Plaintiff and so the said Defendants wrongfully detain the same from the said Plaintiff to his damage 50$ therefore he sues - A Hall attys for Pltff. And afterwards the Defendants filed their plea in the words and figures following to wit: Thomas L Woods and William L Gibson Acts William E Brown In Union Common Pleas And the said Thomas L Woods and William L Gibson Come and defend, &c. and say that they do 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 they put themselves upon the Country, &c And the said William E Brown doth the like By Otway Curry their Atty - And afterwards to wit on the 8th day of November 1842 this Cause was continued. And afterwards to wit on the 18th day of April 1843 this Cause was continued. And afterwards to wit on the 6th day of July 1843 This day Came the parties by their attornies. and thereupon Came a Jury to wit: James Bird. William M Robinson. Robert B Curry. Richard Hosking. John Woodruff. James W. Rosecrants. John Bonnet. Aquilla Sumner. Joshua Marshall. William C Piper. Thomas M. Ewing. and Samuel Sagar. Who being duly empanelled and Sworn the truth to speake upon the issue joined between the parties. upon their oaths do say. That the said Thomas L Woods and William L Gibson do not detain the goods and Chattels of the said William E Brown in manner and form as the said William E Brown hath complained against them; and the said Jury further say that the right of possession in and to the said goods and Chattels in the declaration specified was at the commencement of this suit in the said Thomas L Woods and William L Gibson and they assess the damages of the said Thomas L Woods and William L Gibson by reason of the premises to Forty two Dollars and Fifty Cents Therefore it is considered that the said Defendants recover of the said Plaintiff the said sum of Forty two dollars and fifty cents his damages aforesaid assessed also his costs herein expended taxed at Dollars

Attest John Cassil Clerk

V

Lalance & Crofs
vs
Daniel Dusky

Pleas before his Honor Joseph R Swan President and Silas D Strong James R Smith and Christian Myers 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 5th day of July in the year of our Lord one thousand Eight hundred and forty three. Be it remembered that heretofore to wit on the 3d day of November 1842 The Plaintiffs by ~~their~~ Wm C Lawrence their attorney filed the following precipe and affidavit. Lucius Crofs & Peter Lalance late partners in trade under the name of Lalance & Crofs vs Daniel Dusky - In attachment Debt 1000$ Clerk will issue his writ of attachment against the goods. Chattels. lands ~~&c~~ tenements. rights. Credits. Monies and effects of defendant returnable next term and endorse suit Brot on Defendants sundry notes of hand, for goods sold and delivered for Money had and received Laid out and Expended &c By Wm C Lawrence ~~their atty~~. State of Ohio Union County ss. Personally appeared Wm C Lawrence atty in the above case who being duly Sworn says that the said Daniel Dusky Defendant and debtor to the above plaintiffs is not a resident of this State as he verily believes and further saith not Wm C Lawrence ~~atty for Plff~~ - Sworn to and Subscribed This 3d day of November 1842. Wm A Frank J P. — And afterwards to wit on the day and year last aforesaid the following writ of attachment was 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 Daniel Dusky. wheresoever they may be found, and the same to keep. or so 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 action of Attachment. therein prosecuted by Lucius Cross and Peter Lalance, late partners in trade under the name and firm of Lalance & Crofs, against the said Daniel Dusky, for one thousand dollars Debt. and fifteen 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. Witness John Cafsil Clerk pro tem of said Court, this 3d day of November A. D 1842. John Cafsil. Clerk. protem.. Said writ was returned endorsed. I executed this writ. on the 4th day of November A.D. 1842 by attaching certain Lands described in the appraisment herewith returned November 4th 1842 Wm W Steele Sheriff. Said appraisment reads in the words and figures following. to wit: An Inventory and appraisment of Property attached by Wm W Steele Sheriff of Union County Ohio, at the suit of Peter Lalance & Lucius Crofs late partners in trade under the name of Lalance & Crofs against Daniel Dusky made this 4th day of November A.D. 1842 by the said

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Daniel Dusky

Sheriff. and George W Cherry. James S Alexander. and Mortimore Bentley freeholders of said County, the said Cherry. Alexander. & Bentley having been first duly sworn by said Sheriff - to wit One hundred and twenty acres more or less Survey No 3239. being the residue of the following described premises, not included in a Mortgage executed by said Dusky to John Fry and on Record in the Recorders office in said Union County. Reference being had thereto. to wit beginning at an Oak and buckeye South west Corner of Perkins land and with the line of Wm Hensons S 83° 30" E 200 poles to 3 buckeyes. South East Corner to said Hensons Land thence S 7° W 244 poles to a beech and Elm thence N 84 W 200 Poles to an ash & Elm in the west line of 500 acres Deeded by Lucius Sullivant and wife to Nicholas Fast of Fayette County Pa thence with said line N 7 E 247 poles to the begining Containing three hundred and Six acres more or less Also 100 acres begining at an ash & Elm South west corner of said 306 acres, thence with said line S 84 E 20 poles to a buckeye & Elm the South the South East corner to said 306 acres thence S 7 W. 8 poles to 2 sugar trees & hickory South East to said 500 acres thence with the line of said 500 acres N 84 W 200 poles to 2 buckeyes, the corner of said 500 acres thence with another of said lines of said 500 acres N 7 E 80 poles to the begining. Upon Actual view, We do appraise said Land above described at Four dollars per acre given under our hands and seals this 4th day of November AD 1842 - G W Cherry {Seal} M Bentley {Seal} I S Alexander {Seal} State of Ohio Union County ss- Personally appeared before me the within named appraisers and made oath agreeable to the Statute that they would impartially appraise and true valuation make according to law & the best of their abilitys the within mentioned Lands. given under my hand this 4th day of November AD 1842 W W Steele Sheriff And Afterwards, to wit: on the 11th day of November A.D 1842 On Motion to the Court and the defendant being three times duly called and failing to answer it is ordered that this his first default be recorded which is done. And afterwards to wit: on the 18th day of April AD 1843 The defendant being three times solemnly Called, and failing to answer, it is ordered that this his second default, be recordered, which is done and the plaintiffs by Mr Lawrence their attorney, having produced proof of publication of notice, this cause is continued And afterwards to wit on the 7th day of June A.D. 1843. Came John Fry by Otway Curry his attorney and filed his declaration as follows, to wit: Union County. ss. Court of Common Pleas. July Term A.D. 1843. John Fry, an applying Creditor under the attachment of Peter Sallance & Lucius Cross, partners in trade by the name of Sallance and Cross, Complains of Daniel Dusky on the 7th day of January 1838 at the County of Union Ohio, made his promissory note in writing, and delivered the same to the said John Fry, and thereby promised to pay to the said John Fry or bearer Three hundred and Ninety four Dollars and forty six cents on the 17th day of January 1839 which period has now elapsed and the said Daniel Dusky then and there in Consideration of the premises

promised to pay the amount of the said note to the said John Fry
according to the tenor and effect thereof And also for that whereas
the said Daniel Dusky on the day in the preceeding Court
first mentioned, at the County aforesaid was indebted to the
said John Fry in Three Hundred and ninety four dollars &
forty six cents for the price and value of goods then and there
sold and delivered at his request: And in Three hundred
and ninety four dollars and forty six cents for Money
then and there had and received by the defendant for the
use of the plaintiff, And whereas the defendant afterwards on
the 4th day of July 1840, in consideration of the premises, then and
there promised to pay the last mentioned several sums of Money
to the plaintiff on request: Yet he hath disregarded his promise and
and hath not paid the said several sums of Money nor either
of them nor any part thereof: to the damage of the plaintiff
four hundred Dollars; and thereupon he brings Suit by
Otway Curry His Atty- And afterwards, to wit: on the 5th
day of July A.D. 1843. Came the said Lallance & Crofs by
Mr Lawrence their Attorney and filed their declaration
in the words and figures, following, to wit: Peter Lallance
and Lucius Crofs partners in trade by the name of
Lallance and Crofs Vs- Daniel Dusky In the Union
Com Pleas for November Term 1842 Attachment. Peter
Lallance and Lucius Crofs partners in trade by the name
of Lallance and Crofs complain of Daniel Dusky in a
plea of Debt for that whereas the said Daniel Dusky on
the 17th day of January 1838 made his certain promissory
note in writing and delivered the same to one N Boggs
and thereby bound himself to pay the said N Boggs or order
the sum of twenty five dollars & 28/100 in one day after date which
period has now Elapsed and the said Boggs then and there
endorsed the same to the plaintiff by the name of their firm
of Lallance & Crofs of which 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 plaintiffs by the name of their said firm of Lallance
and Crofs according to the tenor and effect thereof- Also for
that whereas the said Defendant on the 27th day of May 1837 at
the County aforesaid made his due Bill in writing and there
and there delivered the same to one Luther Donelson and
thereby bound himself to pay to the said Luther Donelson or order
the sum of nineteen dollars & 12/100 And the said Luther then and there
assigned the same to the plaintiffs by the name of their said firm of
Lallance & Crofs of which the said Dusky 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 plaintiffs by the name of
their said firm aforesaid according to the tenor and
Effect thereof. And also for that whereas the Defendant on
the 19th day of October 1839 at the County aforesaid made his
certain writing obligatory sealed with his seal and now

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hire to the Court shown and then and delivered the same to one Stephen S. Burson and thereby bound himself to pay to the said Stephen S Burson or bearer twenty dollars on or before the 25th day of December next (meaning the next thereafter which period has now elapsed and the said Burson then and there assigned the same to one I Booker and he assigned the same to the plaintiffs by the name of the said firm of Lallance & Crofs of all which the said Deft 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 by the name of their said firm of Lallance & Crofs according to the tenor and effect thereof. And also for that whereas the said Defendant on the 27th Day of April 1837 at the County aforesaid made his certain promisory note and deliver bill and then and there delivered the same P Lallance & Co and thereby acknowledged himself indebted to the said P Lallance & Co the sum of Sixty eight dollars and the said P Lallance & Co then and there endorsed the same to the plaintiffs all of which the said Deft 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 plaintiffs by the firm of Lallance & Crofs to the tenor and effect thereof — And also for that whereas the said Defendant on the 17th day of January 1838 at Grahams Station to wit: at the County of Union made his certain other promisory note in writing and and then and there delivered the same to the said P Lallance & Co and thereby bound himself to pay the said P Lallance & Co or order one day after the date thereof which period has now elapsed the sum of thirty four dollars and 72/100 and the said P Lallance & Co endorsed the same to the plaintiffs by the name of their firm of Lallance & Crofs of which the said Defendant then and there had notice and then and there in consideration of the promises promised to pay the same to the plaintiffs by the name of their said firm of Lallance & Crofs according to the tenor and effect thereof and also for that whereas the said Defendant was indebted to the plaintiffs by the name of their said firm in the further sum of five hundred dollars for the price and value of goods before that time bargained and sold by the plaintiff by the name of their said firm of Lallance & Crofs to the defendant at his request. and in the further sum of five hundred dollars then and there lent by the plaintiffs to the defendant and at his request. An in the further sum of five hundred dollars rec'd by Deft for the use of the plaintiffs by the name of their said firm aforesaid — And in the further sum of five hundred dollars then and there paid by the plaintiff for the use of Defendant. And in the further sum of five hundred dollars found to be due from the Defendant to the plaintiffs by the name of their said firm on an account & then and there stated between them. Yet the said Deft has not paid the said several sums of money nor any part thereof to the damage of the plaintiff 1500$ and thereupon

they brings suit By Wm B Lawrence their attn. and afterwards, to wit: on the 4th day of July AD 1843 Lallance & Crofs vs Daniel Dusky In Attachment on the third default. This day came the Plaintiffs by their attorney and the Defendant still failing to appear by plea or otherwise And the Court being fully advised in the premises and neither of the parties requiring a Jury do find that the Defendant Daniel Dusky doth owe to the Plaintiffs by the name of their said firm of Lallance & Crofs the sum of four hundred and fifty five dollars and ninety two cents in manner and form as the said Plaintiffs have complained against him and they assess their damages by reason of the detention thereof to the sum of ninety four dollars and sixty six cents therefor it is considered by the Court that the plaintiffs aforesaid Recover of the Defendant their debt as aforesaid and their damages so as aforesaid assessed against him And also their Costs in this behalf expended taxed to ~~$~~ Dollars And afterwards to wit. on the day and year last aforesaid: John Fry vs Daniel Dusky — The said John Fry filed his declaration and Claim in the suit in attachment brought by Lallance and Crofs against the said Daniel Dusky. And thereupon neither of the parties requesting a writ of inquiry or a jury and the Court being fully advised in the premises do find that the said plaintiff has sustained damage to the amount of Seventy one Dollars and ninety four Cents and that said Plaintiff ought to recover against said defendant in manner and form as he hath declared against him It is therefor Considered by the Court that the said John Fry recover of the said Daniel Dusky the sum of Seventy one Dollars and ninety four cents for his damages so as aforesaid assessed against him and also his Costs in this behalf expended taxed at Dollars

Attest John Cassil Clerk

J. H. Swan

Ozias Culver vs James Gordon & David Thurston } Pleas before his Honor Joseph R Swan President and Silas G Strong James R Smith and Christian Myers 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 5th day of July in the year of our Lord one thousand Eight hundred and forty three. Be it remembered that heretofore to wit on the 6th day of August A.D. 1842 The Complainant by P.B. Cole his Attorney filed in the office of the Clerk of said Court of Common Pleas. A Certain 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 in Chancery Sitting

Ozias Culver that James G oratorprays m of January in your orator Edward M Jus Union County execution wa Constable of represents th uary 1842 the emn contrac to wit: That judgment he the otay should ap orator) a horse would procure h the price of the agree, and if it was to pay the di then they were your Orator of January 1842 did give dac John R Burson men to the acc the said Gordon And your Orat of February 1842 a good sound bay much as the am the residence of Ohio, and offer ment. But the refused to receiv of part payment a witness and ten if they could not their contract the to receive her on Contract. and still home with him. her ready for the And your orator the aforesaid oblig the 12th day of July Judgment caused Thurston Constable alike defendant said Constable m =ents of your ora

Ozias Culver of the County and state aforesaid represents that James Gordon of Champaign County Ohio. (and whom your orator prays may be made defendant to this bill) on the 4th day of January in the year 1842, obtained a judgment against your orator for the sum of $52.82 cents and $4.10 costs before Edward W. Huskey a Justice of the peace of Liberty Township Union County and State of Ohio, on which Judgement an execution was immediately issued to David Thurston a Constable of said Township. And your orator further represents that afterward to wit on the 19th day of January 1842 the said Gordon agreed and entered into a sol emn contract with your orator in substance as follows to wit: That if your orator would give docket bail on said judgment he the said Gordon would wait for his pay till the legal stay should expire on said judgment and receive (from your orator) a horse or mare in payment of the same If your orator would procure him one any time before said Stay should expire the price of the same was to be settled by the parties if they could agree, and if it should be worth more than the judgment said Gordon was to pay the difference But if they could not agree on a price then they were to choose disinterested men, to fix on a price And your Orator further represents that on the said 19th day of January 1842 in pursuance of his aforesaid agreement. your orator did give docket bail on said judgment with Anson Darrow John R. Burson. A. J. Hutchinson and others good and Solvent men to the acceptance of the said justice of the peace. And the said Gordon then and there recalled said execution. And your Orator further Charges that on or about the 11th day of February 1842. he in Conformity with his aforesaid contract. bought a good sound bay Mare (supposed by good judges to be worth as much as the amount of the aforesaid judgment) and took her to the residence of the said Gordon in Urbanna Champaign County Ohio, and offered said mare to him in payment of said judg ment. But the said Gordon not regarding his said Contract refused to receive said Mare or any other Mare or horse in payment or part payment of his said judgment. Your orator then called a witness and tendered said mare to the said Gordon and offered if they could not not agree on her value to leave it to men (as by their contract they were bound to do) But the said Gordon refused to receive her or to do any thing in the premises to fulfil his said Contract. and still so refuses. And so your Orator brought said Mare home with him. where ever since he has kept her and still keeps her ready for the said Gordon when ever he may demand her And your orator further represents that notwithstanding all the aforesaid obligations, to the contrary. the said Gordon on the 12th day of July 1842. and before the stay had expired on said Judgment caused an execution to be issued on the same to David Thurston Constable as aforesaid (and whom your orator makes a like defendant to this bill) by virtue of which execution the said Constable made a levy on one Mare, and two Steers the prop= =erty of your orator, and which property is by the said Constable

Advertised for sale on the 6th day of August Inst.— All of which Matters and things are Contrary to Equity and good Conscience, and for which grievances your orator has no Complete and adequate remedy at Law. He therefore prays that the writ of Subpoena may issue against said defendants and that the said James Gordon may be compelled to answer all and singular the premises and that he answer Each and every allegation in this bill as particularly as if they were here set down and again enumerated. And your Orator further prays that on final hearing of this Cause the said Gordon may be decreed to perform his said contract, And that an account may be taken of what is justly due your Orator for his trouble and Expense in keeping the aforesaid mare since the 11th day of February 1842 when your orator made the aforesaid ten=der. And your orator further prays that an injunction may be allowed to restrain the said David Shurston Constable as aforesaid from all further proceedings on said Execution and to restrain the said Gordon from all further proceed ings on said judgment. And that your Orator may have such other and further releif in the premises as Equity and good Conscience may require. P. B. Cole Sol. for Complt.— The State of Ohio Union County ss. I Ozias Culver being duly sworn depose and say that all the several Matters and things which are stated in the foregoing bill as from the information of others I believe to be true and that the several other matters and things therein set forth are true in substance and in fact. Ozias Culver — Sworn to and subscribed before me this 3d day of August 1842. James Sumner J.P. Said bill was endorsed I allow an injunction as prayed for in this bill to be continued until the further order of the Court, and the plaintiff to give bond to the defendant in the sum of sixty dollars conditioned ac=cording to Law August 5th 1842 James R Smith Associate Judge— Said Bond was filed the 6th day of August 1842 and reads in the words and following. to wit: Know all Men by these presents that we Ozias Culver, Rusel Colver & Levi Phelps are held and firmly bound unto James Gordon in the sum of Sixty dollars to the payment of which we jointly and severally bind ourselves our heirs Executors and administrators, Sealed with our seals and dated this 6th day of August A D 1842. The Condition of the above obligation is such, that whereas the above named Ozias Culver has 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 on Judgment obtained before Edward W Smoker a Justice of the peace of Liberty Township Union County Ohio by James Gordon against the said Ozias Culver on the 4th day of January 1842 for the sum of fifty two dollars & 2 cents and four dollars & 10 cents costs until the matters there of can be heard in Equity. Now if the

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said Ozias Culver shall pay all monies and costs due or to become due from him the said Ozias Culver in said judgment at law and all monies and costs which shall be decreed against him the said Ozias Culver in case said injunction shall be dissolved then this obligation shall be void otherwise in full force and vistue in Law. Russel Colver (Seal) Levi Phelps (Seal) Approved this 6th day of August A.D. 1842 and afterwards to wit: on the 6th dain of August 1842 the following writ issued to wit: The State of Ohio. Union County s.s. To the Sheriff of said County, Greeting We command you that you summon James Gordon and David Thurston to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said County, on the 30th day of August Instant. To answer the matters and charges contained in a Bill in Chancery exhibited against them by Ozias Colver 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 said Court at the Court house in Marysville this 6th day of August A.D. 1842 James H Gill. Clerk. Said writ was endorsed Injunction Stay Collection of a Judgment before E.W. Justice J.P. Injunction allowed & Bail given Aug 6. 1842 Jas H Gill Clk. Returned endorsed Served by Certified Copy on David Thurston. John Gordon not found M. W. Steele Sheriff. And afterwards to wit on the 13th day of October 1842 the Defendant James Gordon by Corcoran his attorneys filed his answer in the words and figures following to wit: Union Common Pleas 1842. James Gordon ads Ozias Culver. Answer in Chancery &c The Seperate answer of James Gordon one of the Defendants to the bill of Complaint of Ozias Culver Complainant. This Defendant comes and for answer to said bill or so much & such parts thereof as this Defendant is advised is material or necessary for him to answer unto he answers & says that he admits that he did obtain a judgment against the Complainant as set forth in Complainants bill He also admits that the complainant failed to put in bail for the stay of execution as stated & also that he did agree that if Complainant would then enter good & sufficient bail on the Docket of the Justice for the stay of Execution that he would receive it He also admits that he did agree with Complainant that if he would within a week or ten days from that date which was about the 18 or 19 day of January A.D. 1842 bring to this Defendant at Urbanna a good strong healthy work HORSE that this Defendant would receive him at his Cash value in payment of said judgment This Defendant avers that at the time he made said agreement with Complainant he expressly told him that he would take none other than a good strong work horse as he wanted one to work in the wagon as he was then about to remove to the State of Illinois this defendant in further answering positively denies tha Complainant ever tendered

to him a horse of any description in pursuance of said agreement & He admits that sometime in the Month of February & after the time had expired at which the horse was to be delivered to him in Urbana that Complainant did tender him a Mare of but small value & wholly unfit for the business that this defendant informed Complainant he wanted a horse for & an animal entirely different from the description this defendant agreed to take from the Complainant & that he so informed the Complainant at the time & positively refused to have anything to do with said mare. This Defendant knows nothing in regard to the Complainants having put in good bail on the Docket of the justice as stated in Complainants bill If he has even done so the stay of Execution has already expired This Defendant has never ordered Execution on said Judgment & presumes if any has been ispued it was done by the justice in discharge of his duty. this defendant denies all Manner of fraud & Combination with which he is charged & prays to be dismissed with his reasonable Cost & Charges in this behalf most wrongfully sustained &c. Conwins Solrs for Deft. The State of Ohio Champaign County ss. Personally appeared before me the Subscriber a justice of the peace for the County aforesaid the above named Defendant James Gordon & made oath that the facts stated in the foregoing answer in Chancery so far as they are founded on his own knowledge are true & so far as stated on the information of others he believes them to be true. James Gordon Sworn to & subscribed before me this 15th day of Septr AD 1842 Francis McMyllt J.P. And Afterwards to wit on the 15th day of October, 1842 Complainants by P B Cole filed the following replication, to wit: Ozias Culver vs James Gordon & David Shenston, In Chancery And the said Ozias Culver Comes and says that the Matters and things set forth in his said bill of Complaint, are true in substance and in matter of fact, And that the matters and things set forth in the answer of the said James Gordon Contrary thereto, are untrue, and this he is ready to make appear as by this Court shall be directed. By P B Cole his Atty. And Afterwards to wit on the 9th Day of November 1842 Motion to dissolve the injunction overruled and this cause is Continued And Afterwards to wit on the 21st day of April 1843 This Cause was Continued. And afterwards on the 7th day of July 1843 This cause was "Settled by agreement at the Costs of Defendants. Decree for Costs to be paid within thirty days or in default thereof that execution issue.

Attest John Cassil Clerk

William Stokes executor of Joseph Stokes
vs
Nathaniel Norvil

} Pleas before his Honor Joseph R Swan President and Silas G Strong, James R Smith, and Christian Myers his Associates Judges at a Court of Comm[on]

Pleas begun a
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W. C. Lawrence
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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 5th day of July in the Year of our Lord one thousand Eight Hundred and forty three. Be it remembered that heretofore, to wit: on the 5th day of April 1843 The plaintiff by W.C. Lawrence his Attorney 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 Nathaniel Norvill and Rufus Norvil 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 William Stokes executor of Joseph Stokes Deceased in a plea of Assumpsit Damages four Hundred Dollars. And have you then there this writ. Witness John Cafsil Clerk of said Court, at the Court House aforesaid this fifth day of April A.D. 843 John Cafsil Clerk

Said Writ was Endorsed: "Suit brot on Deft's note of hand for two hundred and ten dollars with interest from date and dated the 6th day of October 1838 given to Benjamin B Dillon and payable to him or order and by him assigned to Stokes & Parker and by them to Plaintiff testator, also for goods sold and delivered. Money lent &c By Wm C Lawrence his Atty. Said writ was returned Endorsed Served by Certified Copy on Nathaniel Norvil Apl. 15, 1843 W B Steele Shff Rufus Norvell not found W W Steele Shff. And afterwards, to wit: on the 31st day of May 1843 the Plaintiff filed his declaration in the words and figures to wit: State of Ohio Union County. ss. Court of Com Pleas April Term 1843. Wm Stokes Executor of the last will of Joseph Stokes Dec'd Complains of Nathaniel Norvil and Rufus Norvil (as to whom the Sheriff has returned not found) for that whereas the said Defendants on the sixth day of October 1838 at the town of Middleburg (to wit) at the said County of Union made their joint and several promissory note in writing and then and there delivered the same to one Benjamin B Dillon and thereby promised to pay the said Benjamin B Dillon or order two hundred and ten dollars on the 13th day of October 1841 which period has now elapsed and the said Benjamin B Dillon then and there endorsed the same to Stokes & Parker and they then and there endorsed the same to the said Joseph Stokes in his life time whereof the said Nathaniel Norvil had notice and then and there in consideration of the premises promised to pay the amount of the said note to plaintiff testator according to the tenor and effect thereof: And also for that whereas the said Defendants Nathaniel Norvil and Rufus Norvil severally on the day and year aforesaid and at the County aforesaid were indebted to the said Joseph Stokes Deceased in the sum of three hundred dollars for the price and value of goods sold and delivered at their request. And in the sum of three hundred dollars for the money then and there lent by the plaintiffs

testator to the Defendants at their request And whereas the Defendants (severally) Afterwards to wit on the 18th day of October 1841. in Consideration of the premises then and there promised to pay the said Several Sums of Money to the testator of the plaintiff on request yet the said Nathaniel Norvil and Rufus Norvil and both of them have disregarded their promises and did not pay the said Several Sum of Money nor any nor either of them to the said Joseph Stokes in his life time nor to the plaintiff since the Decease of the said Joseph Stokes to the damage of the said William Stokes as such Executor four hundred Dollars and thereupon he Sues by Wm C Lawrence his atty and afterwards. to wit: on the 5th day of July 1843 Defendants by Wm Crawford his attorney filed his Plea in the words and figures to wit: Union Court of Common Pleas April Term 1843 Nathl Norvill, adst Wm Stokes Exr. The said Nathaniel Norvell now comes and defends the wrong and injury when &c and says that he did not assume and promise in Manner and form as the said Plff in his said declaration aforesaid hath alleged against him and this he puts himself upon the country and the Plff doth The like By Crawford his Atty And afterwards to wit: on the 7th day of July 1843. This day Came the parties by their attornies and Submitted this Cause to the Court and neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said Nathaniel Norvill did assume in Manner and form as the said Plaintiff hath complained against him And that the plaintiff hath Sustained Damage thereby thereby to the amount of two hundred and Sixty nine dollars and twenty cents Wherefore it is Considered by the Court that the plaintiff recover of the said Defendant the said Sum of two hundred and Sixty nine dollars and twenty Cents damages so as aforesaid assessed and also his Costs in this behalf expended Taxed at

Dollars

Attest John Capil Clerk

Andrew Keyes admr with the will annexed of Mary Wheeler

vs

James Snodgrass

} Pleas before his Honor Joseph R Swan President and Silas G Strong James R Smith and Christian Keyes 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 fifth day of July in the year of our Lord One thousand Eight hundred and forty three Be it remembered that afterwards to wit on the 8th day of July AD 1843 the Plaintiff by Wm C Lawrence his Attorney filed the following declaration to wit: State of Ohio Union County -ss. Union Common Pleas July Term 1843 Andrew Keyes admr with the will annexed of Mary Wheeler late of this County but now deceased Complains of

James Snodgrass for that whereas the said Deft on the 18th day of September AD 1839 at the County aforesaid made his promisory note in writing and then and there delivered the same to the said Mary by which said note the defendant promised to pay on the first day of april 1840 two hundred and fifty dollars to the said Mary or order by means where of the said Defendant then and there became liable to pay to the said Mary the said sum of 250$ in the said note specified 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 made his certain other promisory note in writing sealed with his seal and now to the court here shown and then and there delivered the said note to the said Mary Wheeler by which said note he the defendant promised to pay the said Mary Wheeler or order the further sum of two hundred dollars with interest on the first day of april 1841 which period has now elapsed by means where of the said Defendant then and there became liable to pay to the said Mary Wheeler the said sum in the said promisory note specified according to the tenor and effect thereof yet the plaintiff in fact saith that the said Defendant (altho often requested so to do) did not pay the said sums of Money in the said notes specified in manner aforesaid nor either of them nor any part thereof nor otherwise howsoever to the said Mary Wheeler in her life time nor to the plaintiff since her death whereby an action hath accrued to the plaintiff to demand and have from the said Deft the said sums of two hundred and fifty dollars and two hundred dollars with interest in the said notes specified and thereupon he sues - By Wm C Lawrence his Attr - And afterwards to wit on the 8th day of July 1843 the defendant filed his plea in the words and figures following to wit James Snodgrass ads Andrew Reyes Admr &c. Muscn Com Pleas July Term 1843 And the said James Snodgrass now comes in his own proper person and waives the issuing and service of procss and accepts a declaration and for plea to the said Declaration says that he cannot gainsay or deny his indebtedness to the plaintiff as charged against him but admits the same and confesses Judgment in favor of the plaintiff as charged in the sum of two hundred and fifty dollars his debt and the further sum of forty nine dollars his damages by reason of the detention thereof for which said sums he allows Judgment now to be rendered and also for the costs necessarily expended herein. James Snodgrass - And afterwards to wit on the day and year last aforesaid - This day came the plaintiff by his Counsel and filed herein his declaration and thereupon the said defendant in his own proper person appeared in open court waived the issuing and service of procss and accepted a declaration from the plaintiff and says that he cannot gainsay or deny his indebtedness to the plaintiff as charged against him but admits the same and confesses Judgment in favor of the plaintiff as such administrator

in the sum of two hundred and Sixty dollars his debt and the further sum of forty nine dollars his damages by reason of the Detention thereof for which said sums he allows Judgment to be entered against him It is therefore considered by the Court that the plaintiff recover of the said defendant the said sum of two hundred and sixty dollars his debt and forty nine dollars his damages so as aforesaid confessed and also his costs in this behalf expended Taxed at

Attest John Capsil Clerk

Elijah Stokes. assignee of John Hepley
vs
Wm Norvil

Pleas before his Hon Joseph R Swan President and Silas G Strong James R Smith and Christian Myers 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 fifth day of July in the year of our Lord one Thousand Eight hundred and forty three Be it remembered that afterwards To wit: on the 6th day of July 1843 The following Transcript from the Docket of Edward R Dusheep a Justice of the peace in and for Union County was filed. to wit

Elijah Stokes assignee of John Hepley
vs
Wm Norvil

Bill of Particulars and Note filed Damages Claimed $40 00/100 Suit brought on a note of hand for $31 65/100 thirty one Dollars & Sixty five cents date Eleven Months after date and dated November 22nd 1839 & Signed by Defendant Payable to John Hepley or bearer and Endorsed September 4th 1840 for value Rec'd I sine the within note John his X mark Hepley September 5th A D 1842. This day Came the Defendant William Norvill without process and confess that the above Note is just and request m to enter judgment for the same It is therefore considered by Me E R Dusheep a justice of the peace of the Township of Liberty Union County Ohio that the Plaintiff recover of the defendant the Sum of Thirty five Dollars & twenty seven cents & his cost herein taxed at twelve cents. Execution issued to Const. Thurston Sept the 5th 1842. Execution Returned Endorsed Sept 22nd 1842 By virtue of the within writ I seized one Red & White oxen Oct 4th 1842 The above Property sold to David Warner for one Dollar. Mildge service 10 Levy 20 A D 25 cents my fees retained David Thurston Const. Execution issued to Const Thurston Oct 5th 1842 Writ Returned Endorsed Oct 22nd 1842. No property found whereon to Levy Milage 10 Service 20 David Thurston Const. But is Sugested to me that the Defendant has Lands & tenements. State of Ohio Union County. S.S. I do hereby certify that the within is a true and accurate description of the proceedings had by and before me in the within Cause July 5th A D 1843 Edward R Dusheep J.P. (Seal) And Afterwards, to wit: on the 6th day of July A D. 1843 The follow

Debt	$ 35. 27/100
Plaintiffs cost	
Judgment	12½
Defendants cost	
Execution	25
Const fee	65
Execution	25
Const fee	30
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Eli Sheldon
vs
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Eli Sheldon vs
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ing writ was issued to wit: State of Ohio Union County
S.S. To the Sheriff of said County Greeting: Whereas Elijah
Stokes asignee of John Hexley recovered a judgment before Ed
=ward W Huskeep one of the justices of the Peace within and for
said County of Union for the sum of thirty five dollars and
twenty seven cents damages and twelve cents costs against
William Norvel on the 5th day of Sept. 1842 upon which said
judgment an execution was joined by the said Edward W Huskeep
and returned no goods found whereon to levy, and it having been
suggested to the said Edward W Huskeep that the said William
Norvel is possessed of Lands and tenements as to us appears by
a transcript of the said judgment and proceedings filed in
our Court of Common Pleas within and for our said County
of Union — We therefore Command you that you make
known to the said William Norvel 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 then and there consider of him in this
behalf. And have you then there this writ. Witness John
Cassil Clerk of our said Court at the Court House in Ma
rysville this 6th day of July A D 1843 John Cassil Clerk
And afterwards; to wit: on the 8th day of July A D 1843. —
This cause came on to be heard upon the transcript of the
Justice and it appearing to the Court that the Defendant
has been regularly served with process from this Court
and failing to appear and answer and shew cause why
execution should not be awarded from this against his
lands and tenements and the Court being fully ad
=vised in the premises do order execution in favor of
the plaintiff for the sum of thirty five dollars and twenty
seven cents The judgment before the said Justice and the
costs therein accruing amounting to 1 85/100 $ and the Interest
and for costs herein expended taxed at
Attest John Cassil Clerk

Eli Sheldon vs Enoch Fisher } Pleas before his Honor Joseph R Swan President and Silas C Strong James R Smith and Christian Myers 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 fifth day of July in the year of our Lord One Thousand Eight hundred and forty three. Be it remembered that here-to-fore to wit on the 1st day of April 1842 The Plaintiff by Wm B Lawrence his attorney filed the following precipe and Affidavit, to wit: Eli Sheldon vs Enoch Fisher Union Common Pleas to April Term 1842. Replevin 100 $ Damage Issue a Replevin and Endorse Suit Brot to recover possession of one Yellow sorrel Mare of good size about ten years of age valued at 35 $ Also one Bay Mare three years old Some white in the face Common size Value 35 $ both of the goods and Chattels of the said Eli Sheldon.. Returnable

to next Term Clk com Pleas. Wm L Lawrence Atty for Plff
State of Ohio Union County .ss. Personally appeared Eli
Sheldon who being duly sworn according to law Says that
he has good right to the possession of the goods and Chattels des
cribed in the above precipe and that they are wrongfully
detained by the defendant and that the said goods and Chattels
were not taken on any execution or any Judgment against
the said plaintiff nor for the payment of any tax fine or
amercement assessed against him the said plaintiff nor
by virtue of any writ of Replevin or any other Mesne or final
proces whatsoever issued against him. Eli Sheldon
Sworn to and subscribed this first day of April 1842 before me Jas
A Gill Clerk. And afterwards to wit on the day and year
last aforesaid the following writ of Replevin was 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 Eli Sheldon the goods and Chattels
following to wit one Yellow Sorrel Mare of good Size about
ten years old valued at $35.00 also one bay Mare three years old
some white in the face Common Size valued at 35.$ which Enoch
Fisher wrongfully detains from the said Eli Sheldon as is said and
also that you Summon the said Enoch Fisher 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 Eli Sheldon for the unlaw
=ful detention of the goods and Chattels aforesaid Damages one
hundred Dollars And have you then there this writ. Witness
James A Gill Clerk of said Court this 1st day of April AD 1842
James A Gill Clerk. Said writ was returned Endorsed. "I have
executed this writ by reading to Enoch Fisher defts property to
Eli Sheldon & taking Bonds Apl 2d 1842 W W Steele Shff Said
Bond reads in the words and figures following, to wit: Know
all Men by these presents that we Eli Sheldon and Thomas Turner
are held and firmly bound unto Enoch Fisher in the penal Sum
of One hundred and thirty dollars to the payment of which well
and truly to be made we Jointly and Severally bind ourselves
our heirs Executors administrators Sealed and Signed by us
this 2nd day of April AD 1842 The condition of the above obligation
is this whereas the said Eli Sheldon sued out of the Court of Common
Pleas of Union County a Writ of Replevin against D Fisher for 1 Bld
=low Sorrel mare & 1 Bay Mare returnable to next Term of s'd Court
now if said Sheldon shall appear at next Term & prosecute his suit
to effect & pay all Costs & damages that may be awarded against
him then this Bond to be of no effect otherwise in full force in Law
Eli Sheldon [Seal] Thomas Turner [Seal] And afterwards to wit on
the 19th day of July 1842 the Plaintiff by Mr Lawrence his Attor
ney: filed the following declaration, to wit: State of Ohio Union
County .ss. Court of Common Pleas April Term 1842. Eli Shel
don Complains of Enoch Fisher in a plea of Replevin for that the
said Enoch Fisher on the 30th day of March 1842 at the County of
Union aforesaid was possessed of Certain goods and Chattels

of the said Eli
size about ten y
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ty five dollars to
said defendant
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1842 this cause
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Attest John

Jacob Fairfield sup
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Jeremiah Dee

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Defendant filed
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to wit: Jacob F
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Justices Costs
Summonings 12
Swearing Fairfield
as Witness .4
Judgment ,25
Cost Constable ,15
Satisfaction .10
1 Witness .25
I Dee paid 25 Cts for bail
Transcript 31

In the action
No one Union Co
J Enoch Burrows
the Sum of Fifty

of the said Eli Sheldon. (to wit) one Yellow Sorrel Mare of good size about ten year old of great value, to wit. of the value of thirty five dollars also one other Bay Mare of the age of three years having some white in the face of great value to wit of the value of thirty five dollars to be delivered to the said plaintif when the said defendant should be thereunto afterwards requested. Yet the said defendant though requested so to do has not delivered the said goods and Chattels nor any part thereof to the said Eli Sheldon and so the said Enoch Fisher wrongfully detains from the said plaintiff to his damage one hundred dollars And thereupon he sues &c Dy[illegible] Wm C Lawrence his attorney And afterwards, to wit: on the 30th day of August 1842 this cause was continued and afterwards to wit on the 8th day of November 1842 this cause was continued and afterwards to wit: on the 18th day of April 1843 this cause was continued and afterwards to wit: on the 8th day of July 1843 this cause was settled as per agreement on file at the costs of Eli Sheldon and John Byne par share and share alike Judgment for costs taxed at [illegible] Dollars

Attest John [illegible] Capsil Clerk

Jacob Fairfield supervisor
vs
Jeremiah Dee

Pleas before his Honor Joseph R Swan President and Silas C Strong James R Smith and Christian Myers his associates, Judges, &c. 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 fifth day of July in the year of our Lord One thousand Eight hundred and forty three Be it remembered that heretofore to wit on the 19th day of April 1843 the Defendant filed in the office of the clerk of said Court the following transcript from the docket of Elias Sopliff a Justice of the peace, to wit:- Jacob Fairfield Supervisor of road District No one Union Township Union Co O. vs Jeremiah Dee. Suit brought on account Items Amount two Dollars January 21st 1843 Bill of particulars of plaintiff filed and Summon issued Jan 21st 1843 and delivered to A Garlick Constable returned personally served January 21st 1843 Fees .15 cent Alonzo Garlick Const:. January 25th 1843 8 O'clock A.M. the parties appeared trial had, the plaintiff sworn and examined as to the validity of the account and Jacob Fairfield sworn and examined as Witness for the plaintiff, It is therefore Considered by me that the plaintiff recover (as Supervisor) of said defendant the sum of two dollars and Costs taxed at Ninety Cents---

Justices Costs	
Summonings	12½
Swearing JFairfield as witness	.4
Judgment	,25
Cost Constable	,15
Satisfaction	,10
1 Witness	.25
I Dee paid 25 Ct for bailbond	
Transcript	31¼

In the action of Jacob Fairfield Supervisor of road district No one Union Township Union County Ohio against Jeremiah Dee I Enoch Burrows 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 and shall fail to pay the condemnation Money and Costs that have accrued and may accrue in the Court of Common Pleas. Enoch Burrows. Taken Signed and acknowledged on this 2d day of February in the year 1843 before me Elias Sopliff J.P. State of Ohio Union County ss. I do hereby Certify the foregoing to be a true Transcript of the proceedings had by and before me in the above case Given under my hand and seal this 17th day of April 1843. Elias Sopliff J.P. [Seal]
And afterwards to wit on the 31st day of May 1843 the plaintiff By Allison & Hall his attorneys filed the following declaration, to wit; State of Ohio Union County ss. Court of Common Pleas April Term AD 1843. This cause Comes into Court by way of appeal from the judgment of a justice of the Peace. Whereupon Jacob Fairfield as Supervisor of Road District No one in the township of Union, in the County of Union and State of Ohio, Complains of Jeremiah Dee in a plea of Debt, for that, whereas on the first Monday in April AD 1842 the said Jacob Fairfield was duly Elected by the quatified Electors of the said Township of Union, assembled at the place appointed by the trustees of said township, Supervisor of Highways for said district No One in said Township of Union, who, within ten days thereafter duly qualified himself by taking an oath faithfully and impartially to discharge the duties of said office, and whereas also, on the first day of April A.D. 1842 and from thence until the first day of April 1843 the said Jacob Fairfield was a resident of said district and duely elected and qualified, and acting as Supervisor thereof. And the said Jeremiah Dee having been for more than one year previous to said first day of April 1842 a resident of said Road district No 1 in said township of Union, and then and there being a resident and continuing thence forward to be a resident of said district up to the said first day of April AD 1843 and then and there being able to perform the two days work upon the highway required by law and being over the age of twenty one years, and under the age of sixty years and not a township charge and resident of the State of Ohio for more than three months, and a resident of said district. The said Jacob Fairfield, as Supervisor aforesaid on or about the first day of June 1842 (the defendant having not worked out or paid the said two days work for the year 1842 required of him by law, previous to said first day of June 1842 in said district) at the district aforesaid, personally warned the said Jeremiah Dee to attend by himself or substitute on the 4th and 6th days thereafter, near the house of the said Jacob Fairfield in the public highway and within said Road district No 1 at seven O'Clock A.M. on each of said days, and under the direction of the said Supervisor, perform the said two days labor required by law. Yet the said defendant notwithstanding the premises neglected and refused to attend either by himself or substitute at either of the said times and place appointed as aforesaid or at any other time, within said district between

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the first day of April and the first day of October 1842 by reason whereof the said defendant became liable to pay to the said Jacob Fairfield as supervisor aforesaid, the sum of two dollars. ~~&c &c~~ And whereas afterwards to wit on the day and year aforesaid, the said Jacob Fairfield was duly Elected and qualified Supervisor of Road District No 1 in Union township, Union County, Ohio as aforesaid for the year 1842 aforesaid; and the said Jeremiah Dee, being a resident of said district during the year 1842 aforesaid was then and there legally liable to perform other two days labour in or upon said Road district according to the Statute in such case made and provided; and the said defendant being then and there so liable was legally warned by the said plaintiff on or about the 1st day of June 1842 to perform the said two days labour on said Road District on the 4th ~~& 6th~~ days of said last Mentioned, or at any other time between said 4th and 6th days of June and the 1st day of October of said year 1842, which period has now elapsed. Yet the said defendant not regarding the Statute in such case made and provided wholly neglected to work out said two days labour upon said district, or any part thereof either by himself or substitute, thereby forfeiting the sum of two dollars. to wit at the County of Union aforesaid whereby an action has accrued against him in favour of the said Jacob Fairfield as supervisor aforesaid. Yet the said defendant hath never paid the said several sums of money or either of them or any part thereof although often requested so to do to the said Plaintiff. To the damage of the said Jacob Fairfield as supervisor aforesaid and thereupon he brings suit &c By Allison and Hall his attys. And afterwards the defendant by Wm Lawrence his attorney filed the following plea to wit Jeremiah Dee ads Jacob Fairfield. Sup &c. Union County Com Pleas. In debt. and the said Jeremiah now comes and defends &c And says that he doth not owe the said sum of money above demanded or any part thereof in manner and form as the said Jacob has complained against him, and of this he puts himself upon the Country and the said Plaintiff doth the like by Wm Lawrence his atty, and the said Deft further notifies the plaintiff that he will insist and prove on the trial of this case that he was absent from the said Township of Union and at work and home in the Township of Paris in the said County of Union and that whilst there he was called upon and work under the direction of a proper Supervisor the work upon the Highway required by Statute and for which plaintiff has Brot this Case Wm Lawrence Atty

And afterwards to wit on the 8th day of June A D 1843.

This cause came on to be heard and 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 Jeremiah Dee doth owe the said Jacob Fairfield as supervisor the sum of two dollars and assess his damages by reason of the detention thereof at one cent. It is therefore considered that the said Plaintiff

recover of the Defendant the said sum of two dollars
for his debt and one cent damage and his costs herein ex
=pended taxed at Dollars
Attest John Cassil Clerk

John Hensel vs James Stewart — Ex Plea before his Honor Joseph R Sloan President & and Silas G Strong, James B Smith and Christian Myers his Associates, Judges. At a Court of Com mon 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 fifth day of July in the year of our Lord One Thousand Eight hundred and forty three. Be it remembered that heretofore to wit on the 7th day of December AD 1842 the following Transcript was filed in the office of the Clerk of said Court from the docket of Thomas McEwing a Justice of the peace in and for said County of Union. to wit:

John Hensel vs James Stewart — Assumpsit $99.00 Suit Brought on a plea of Assump sit. Account and damages ninety nine dollars, Bill of particulars filed on day of trial. Nov. 5. 1842 Issued Summons for appearance of defendant on the 10th inst. at 12 o'clock M. Delivered to Plaintiff.

Bill of Costs		Nov 5. 1842 Issued Subpeona and Delivd to Plaintiff
Summons	12½	for John Stewart, Joseph Hobert, Peter Crotinger Casner
Sub for 9 Wit	44½	Lookingbill, Titus Dort, Caleb Green, Margaret Hobert
Titus Dort	50	Joseph Wells & Ambrose Beach, to testify for Plaintiff
Caleb Green	50	on the 10th inst at 12. o'clock M Summons returned
Peter Crotinger	50	"Served Nov 7th by reading, Service 10 cents Mileage 40=50
Const fus J Silton	50	Jacob Silton Const." Subpeona returned, Served on
Adjournment	10	the 7th day of November according to law, John Hensel
	$2.67	Plaintiff appeared, Defendant dit not

Nov. 10th 1842, 12. o'clock M appear, Sufficient reasons being within the knowledge of the Court for his non attendance, this Case is thereupon adjourned to the 12th inst. at 12 o'clock M at defendants costs, taxed at two dollars Sixty seven cents ($2.67) Witnesses in attendance. Titus Dort, Caleb Green Peter Crotinger. Nov. 10. 1842. Issued Subpeona & delivered to plain tiff for John Stewart, Joseph Hobert, Peter Crotinger, Titus Dort Caleb Green. Margaret Hobert Ambrose Beach, & Lancing Parmington to Appear on the 12th inst, at 12 o'clock M. to testify in the above case for plaintiff Subpeona returned "Served Nov. 10. 1842 by reading this writ to all but Joseph Hobert & Titus Dort of the within named witness leaving a copy for Joseph Hobert. Titus Dort not found Mileage 35 cts reading 60 Copy 12½ = $1.07½ D M Boal Const." Nov 12. 1842 2d Sub poena and del. to D M Boal Const for plaintiff Sub. returned "Personally served. Nov. 12th by reading this writ to D K Bigelow. Mileage 5 cts Service 10 cts = 15 D M Boal, Const." Nov 12. 1842. Twelve o Clock M Parties appeared and trial had on the merits of the case. The following witnesses were sworn & part examined for plaintiff: John Stewart. Joseph Hobert. Peter Crotinger Titus Dort. Caleb Green Margaret Hobert Ambrose Beach Lancing Parmenter D K Big= low. Casmer Lookingbill. The following witnesses were sworn &

witnesses — Dr

examined for
Plaintiffs Costs —
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John Stewart 50
Joseph Hobert 50
Peter Crotinger 50
Titus Dort 15
Caleb Green 50
Margaret Hobert 50
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examined for defendant. John Haughn. Joseph Hallock.
Plaintiffs Costs — I do find the Claim of the defendant in the
Sub for 8 witns 40 Premiss to be $39.45 = and that of the Plaintiff
Service. D.M. Boal 1.04 to be $33.41. Leaving a ballance due the def of
Sub. for ~~costs~~ writ 12½ $6.04. It is therefore by me that the defendant
Service D.M Boal 15 James Stewart recover of John Hensel said ballance of six
Swearing 10 Witnesses 20 40 dollars and four cents, with his costs herein taxed at
21 4½
John Stewat 50 Twenty five cents Thomas M Ewing J.P. ----
Joseph Hobert 50 Recognizance for Appeal. In the action of John
Peter Crotinger 50 Hensel vs James Stewart. I. Calvin Dort. ack
Titus Dort 25 nowledge myself bail for the appellant, in the sum
Caleb Green 50 of fifty dollars, to be levied of my Goods & Chattels
Margaret Hobert 50 Lands and tenements, in case the appellant
Ambrose Beach 50 shall be condemned in the action & shall
Dancing Parmington 50 fail to pay the condemnation money. and Costs
D K Bigelow 50 that have accrued, or may accrue in the Court
Casmer Looking bill 25 of Common Pleas -- Calvin Dort: Taken
$6.64½ Signed and acknowledged. This 21st day of
Difendants Costs November in the year 1842 before me
John Haughn 25 Thomas M Ewing J.P. I Certify the
Joseph Hallock 25 within to be a true copy of proceedings
Judgment 25 held by ~~me~~ before me on my docket
.75 Nov. 21. 1842 Thos M Ewing J.P. ----

witnesses - 5 cts

And afterwards to wit on the 19th day of April. 1843. The Plaintiff by Finch and Jones. his Attorneys filed ~~this~~ declaration in the words and figures, following, to wit: Union County, S.S. Court of Com=mon Pleas April Term A.D 1843. John Hensel complains of James Stewart in a plea of debt for that whereas the plaintiff heretofore to wit on the 28th day of January 1839 at the County of Union afore=said, demised to the defendant a certain messuage and premises with the appurtenances to have and to hold the same to the defendant so long as the said defendant should please to occupy the same or so long as the plaintiff should continue to occupy the farm upon which he then resided in said County, yielding and paying therefor to the said plaintiff the yearly rent of twelve dollars so long as said defendant should occupy the same; by virtue of which said demise the defendant and there entered into the said demised premises with the appurtenances, and was thereof possessed thenceforth until the 4th day of November ~~A.D~~ 1842 when a large sum of money to wit the sum of fifty dollars of the rent aforesaid, for the whole of the time aforesaid ending on the day and year last aforesaid became and was due and payable ~~from~~ the defendant to the plaintiff. And also for that whereas the said defendant on the 4th day of Novem=ber 1842 at the County of Union aforesaid was indebted to the plain=tiff in 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 $99.00 for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request. And in $99.00 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 $99.00 for Money then and there lent by the plaintiff to the defendant at his request. and in $99.00, for money then and there paid by the plaintiff for the use of the defendant at his request and in $99.00 for money then and there received by the defendant for the use of the plaintiff and in $99.00 for money found to be due from the defendant to the plaintiff on an account then and there Stated between them: Whereby and by reason of the said several sums of money being and remaining wholly unpaid, an action hath accrued to the plaintiff to demand and have of and from the said defendant the said several sums of money; Yet the said defendant hath not paid the said several sums of money nor either of them nor any part thereof to the damage of of the said Plaintiff Ninety Nine dollars and therefore he brings his suit. By Finch & Longs his Attys. And afterwards to wit on the 4th day of June A.D. 1843 the following Plea and notice was filed by Mr Curry Attorney for the defendant. to wit: James Stewart - ads. John Hensel In debt And the said James Stewart comes and defends and says that he does not owe the said several sums of money in the declaration of the said plaintiff demanded, or any part thereof, in manner and form as the said John Hensel has complained against him. and of this he puts himself on the Country and the said John Hensel doth the like By Olway Curry his Atty. The plaintiff will also take notice that the plaintiff will on the trial of this cause 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 $99.00 for the price and value of goods before that time sold & delivered by the defendant to the plaintiff at his request. And also in the sum of $99.00 for the price and value of work done before that time done, and materials for the same provided by the defendant for the plaintiff at his request. And also in the sum of $99.00 for Money before that time received by the the Plaintiff for the use of the defendant. And also in the sum of $99.00, for money found to be due from the Plaintiff to the Defendant, on an account before that that time stated between them; and that the defendant will set off on the said trial so much of the said several sums of money so due and owing from the said 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 & discharge such demand; and will also then and there demand a judgment against the said Plaintiff for the balance of the said several sums of Money due to the defendant according to the Statute in such case made and provided And Afterwards to wit on the 8th day of July A.D 1843 This Cause Came on to be heard upon the issue joined between the parties and neither of the parties requiring a jury and submitting this cause to the Court and the Court being fully advised in the premises do find that the

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William M Woods
vs
Thomas Stillings
Alexander Stillings
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Defendant did assume and promise in manner and form as the said John Hensel hath complained against him and they assess his damages by reason of the premises at thirty dollars and Eighty four cents it is therefore considered by the Court that the plaintiff recover of the defendant the said sum of thirty dollars and Eighty four cents damages and his costs in this behalf expended. Taxed at Dollars

Attest John Cassil Clerk

William W Woods
vs
Thomas Stillings &
Alexander Stillings

Pleas before his Honor Joseph R Swan President and Silas S Strong. James R Smith and Christian Myers. 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 5th day of July in the year of our Lord One Thousand Eight hundred and forty three Be it remembered that heretofore to wit on the 15th day of November A D 1842 the Complainant filed in the office of the Clerk of said Court of Common pleas. A certain 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, in Chancery sitting. William W Woods of the County aforesaid, by petition represents that in the year 1840 your Orator was in the Mercantile business in said County; That some time in said year an arrangement was made between your Orator and Alexander Stillings in pursuance of which said said Stillings was to become a partner with your Orator in said business, and was to furnish, within Three months, the sum of Eight Hundred Dollars, to be used in said partnership business: That within said Three months said Stillings furnished a little more One Hundred Dollars which your Orator afterwards repaid Except a ballance of between fifty and Sixty Dollars, for which ballance your Orator, at the request of said Alexander Stillings, gave his note of hand to Thomas Stillings That after the expiration of said Three months said Alexander Stillings refused to furnish said $800.00 and withdrew from said partnership, That in the meantime your Orator had made such dispositions and arrangements for using said $800.00 in his said business, that the final refusal or failure of said Alexander Stillings to furnish said $800.00 resulted in great inconvenience and injury to your Orator in his said business. That said Thomas Stillings had full notice of the premises when said note was received by him as the assignee of said Alexander Stillings; That on the 2nd day of March 1842 said Thomas Stillings obtained a judgment before William H Frank a justice of the peace of Paris Township Union County Ohio, on said note, for the sum of $61.20, for which, together with interest and Costs except $5.00 which has been paid Execution has been issued against your Orator by said William H Frank and is now in the hands of John Burly a Constable of said Township. And your Orator further represents that he is without remedy at law; Your Orator therefore prays that the said Thomas Stillings and the said

Alexander Stillings and the said John Hurly may be made Defendants to this bill, that the writ of Subpoena may issue against them 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 Court will decree that the Amount of said Judgment shall to your Orator as a part of his Compensation for the damages by him sustained in the premises, and that he may be finally relieved from the payment thereof, and that such further damages may be decreed to him as he may have sustained by reason of the premises; 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 said Defendants from all further proceedings upon said judgment State of Ohio Union County ss. I William W. Woods, being duly sworn deposeth and says that all the several Matters and things which are stated in the foregoing Bill as from the information of others I believe to be true; and that all 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 14 day of November A. D. 1842 Wm. H Frank J. P. Said Bill was Endorsed. I allow an injunction, as prayed for in this bill; to be Continued until the further order of Court, and order the plaintiff to give bond & security in the sum of $120,00 Conditioned according to Law. Silas D Strong, Associate Judge, Said Bond was filed November 17th 1842 and reads in the words and figures following to Wit: Know all men by these presents that we, William W Woods, P B Cole are held and firmly bound unto Alexander Stillings. Thomas Stillings and John Hurley, in the Sum of One hundred and twenty dollars, to the payment of which we jointly and severally bind ourselves, our heirs, executors, and administrators. Seale with our seals and dated this 16th day of November A D 1842

The condition of the above obligation is such, that whereas the above named William W Woods has obtained an allowance of an injunction by Silas D Strong one of the associate Judges of the Court of Common Pleas of the County of Union and State of Ohio, to stay all further proceedings upon a judgment obtained before William H Frank, a Justice of the peace in and for said County, against said Woods, on the 2d day of March, 1842 for the Sum of Sixty one dollars and twenty cents with the interest and costs of suit; until the matter thereof can be heard in Equity.— Now if the said William 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 Woods, in Case said injunction shall be dissolved then this obligation shall be void otherwise in full force and virtue in Law W W Woods (Seal) P B Cole (Seal) Approved, this 16th day of November, A. D. 1842 John Cassil, Clerk. and afterwards to wit on the 16th day of

November AD 18
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November AD 1842 the following writ was issued, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County Greeting. We Command you that you summon Thomas Stilling, Alexander Stillings, and John Hurley to appear before our Court of Com=mon pleas in and for the County aforesaid at the Court House in said County, on the first day of the next term, at 10 o'clock, A.M., to answer the matters and charges contained in a Bill in Chancery exhibited against them by William W Woods; and this they shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ Witness John Cassil Clerk of said Court at the Court house in Marysville, this 16th day of November A.D. 1842 John Cassil Clerk. said writ was indorsed Injunction allowed and bail given John Cassil Clk. Returned indorsed "Served by copies on Thos Stillings & Alexr Stillings Novr 21st 1842 by acknowledgement on J Hurley. W W Steele Sheff. And afterwards, to wit: on the 17th day of April A.D. 1843 Thomas Stillings by Wm C Lawrence his attorney filed his answer in the words and figures following to wit: The Seperate Answer of Thomas Stillings to the bill of Com plaint exhibited against himself and others by Wm W Woods in the Union Common Pleas This Defendant saving and reserving to himself all right and benefit of exception to the manifold errors Mistakes and false Charges in said bill Contained for answer to said bill or so much thereof as he is advised is material for him to answer in Answering says that as to a partnership existing heretofore between the said Complainant and Alexander Stillings a like Defendant this Deft knows nothing and never did and that so far as he is Char ged in said bill the story is scarcely told in said Bill of Compt and this Deft here expressly charges that as to Alexander Stillings advancing one dollar or more in said supposed firm this Deft knows nothing and states expressly that the note he this deft put in suit against the Compt in the Court of Wm H Frank is for the ballance of some One hundred and forty and fifty dollars by this Deft of his own money loaned to Wm W Woods Compt. Sometime in the close of the year 1840 or begining of the 41. on which payment had been made at sundry times in part up to the 4th of Nov 1841. when the old note was taken up and a new one given to this Deft for the sum of sixty dollars and 30/100 the ballance due this deft from Compt for said borrowed money. This deft fur=ther states that he had nothing to knowingly with any such firm as Char=ged and never gave credit in loaning said Money to any firm or per=son other than Compt and him alone And that the said Alexan=der never had control over the same so as to advance the same for his benefit Compts benefit or any other persons whatever And having thus fully answered he prays to be dismissed with his costs &c Thos Stillens by his Sol Wm C Lawrence State of Ohio Union County, s.s. Personally appeared Thomas Stillings who being duly sworn says that the matters and Things Stated in the foregoing answer are true in subst=ance and in fact as to his own knowledge Thomas Stillings Sworn to and Subscribed This 17 1843 Wm H Frank J P And Afterwards, to wit: on the 17th day of April A.D. 1843

Alexander Stillings by William Lawrence his attor
=ney filed his seperate answer in the words and figures
following, to wit: The seperate answer of Alexander
Stillings to the bill of Complaint Exhibited against him
and others in the Union Com Pleas by Wm Woods Compt
This Deft now comes and for for answer says that as
to said money the collection of which is enjoined by this
suit he never advanced the same nor any part thereof in
any way whatever nor was it or any part of it his
(this Deft) so to advance but belonged to Thos Stillings a
like Deft and was by him loaned to Compt with the know
ledge of this Deft and without any reference to any firm
or Partnership whatever and so far from an advance the
100.$. was so loaned to be by the term of Loan repaid in one
week from the time it was received and but a short for the
other 40 or 50$. As to a firm or an agreement to go into a part
nership by this Deft with Compt there was a proposition on the
part the part of Compt. to this Deft to go into partnership
but never was accepted by this Deft nor did this Deft ever
agree to furnish 500$ as Charged in Compt said bill. And
Deft further Charges that at the time said proposition was made
Compt owed this Deft something near 300$ which has all
been paid as shown by a receipt here with filed and mar
ked A and made a part of this answer Deft further Char
ges that when he told Compt that he would not accept said
proposition Compt was to all appearance perfectly satisfied
therewith and was as well pleased to all appearance as this
Deft and further that Compt has suffered nothing in any way
for the want of this Deft fulfilling any agreement with Compt
so far as this Deft knows or beleives. This Deft further states
that every thing between himself and Compt both in relation
to said proposition and all other business was and has been settled
and Closed up and Deft denies that he ever heard a word from
Compt that he Compt had suffered in his business in
Consequence of any arrangement ever made with this Deft
up to the Commencement of this suit other than something
like this that he [Compt] was sorry he had not got him (Deft)
into the business as he Compt could have made money out of
Deft And Deft having thus fully stated he prays to be dismissed
with his costs &c. Alexander Stillings By Wm Lawrence his Sol
State of Ohio Union County ss. Personally appeared A Stillings
who being duly sworn says that the matters and things stated
in the foregoing answer are true in substance and fact to
the best of His knowledge and belief A Stillings. Sworn and
Subscribed this 17 april 1843 Wm A Frank J.P. - And afterwards
- to wit= on the 19th day of April A.D. 1843 On motion to the Court
by Wm Lawrence Counsel for Defendants it is ordered that
the injunction in this case be dissolved and the bill
retained for proofs and this Cause was Continued
and afterwards: to wit: on the 8th day of July A.D 1843

This Case was a
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Attest John C

The President Dir
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Bank of Columb
vs
Elijah Chenoweth
Joseph Chenoweth
Joseph Morgan

Be it remem
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State of Ohio Unc
The President. Direc
Plaintiffs in this
& Joseph Morgan
that whereas the
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the defendants to
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Joseph Chenow
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Directors & Comp
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said plaintiff
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This Case was submitted to the Court on the bill and answer of Defendants and the Court being fully advised in the premises do find that the equity of the case is with the defendants and order that the bill stand dismissed with costs and it is ordered that the Complainant pay the costs within sixty days or in default thereof that execution issue as in judgments at Law
Attest John Cafsil Clerk

The President Directors. & Company of Franklin Bank of Columbus
vs
Elijah Chenowith
Joseph Chenowith and
Joseph Morgan

Pleas before his honor Joseph R Swan President and Silas G Strong, James R. Smith and Christian Myers. 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 18th day of October in the year of our Lord one thousand eight hundred and forty three

Be it remembered that on the 18th day of October A.D 1843 the plaintiffs by their Attorney filed the following Declaration, to wit: The State of Ohio Union County ss. Common Pleas of the Term of October 1843 The President. Directors. and Company, of the Franklin Bank of Columbus, Plaintiffs in this suit Complain of Elijah Chenowith, Joseph Chenowith & Joseph Morgan, Defendants in this Suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 17th day of Octo- A.D. 1843. at the County aforesaid m- indebted unto the plaintiffs in the Sum of Six hundred & Sixty nine $\frac{23}{100}$ 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 their 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, and therefore he brings Suit, &c. By Q. Swan, their Attorney, and afterwards, to wit: on the day and year first herein aforesaid the defendants by M.J. Gilbert their attorney filed their Plea as follows, to wit: The State of Ohio Union County. ss. October Term 1843 And now M.J. Gilbert one of the attorneys of this Court appears in open Court in behalf of the said Elijah Chenowith. Joseph Chenowith & Joseph Morgan 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 assumpsion aforesaid to Six Hundred & Sixty nine dollars and twenty three cents, and he hereby releases all errors and right and benefit of appeal

on behalf of said defendants M. J. Gilbert Attorney for Defendats
And afterwards to wit on the day and year first herein aforesaid
This day came the plaintiffs by their attorney and filed herein their
declaration against the Defendants and thereupon Matthew J Gilbert
an attorney of this Court by virtue of a power of attorney for that purpose
executed by the said defendants and now here to the Court shewn waived
the service of notice of the time and place of Entering judgment
as provided by Statute in cases when a Bank is party plaintiff
and thereupon the said Gilbert by virtue of another power of
Attorney by the said defendants for that purpose Executed
and now also to the Court here shewn waived the issuing
and service of process and acknowledged that the said defen
dants did assume and promise in manner and form as
the said Plaintiffs have thereof complained declared against
the said defendants and that the said plaintiffs have sustained damages
by reason of the non payment thereof to the amount of Six hundred and
Sixty nine dollars and twenty three cents. It is therefore Considered
that the plaintiffs recover of the said defendants the said sum
of Six hundred and Sixty nine dollars and twenty three cents
their damages aforesaid so as aforesaid conferred together with
their costs in this behalf expended taxed at $
and by virtue of the same last mentioned power of attorney all
errors are released and all right and benefit of appeal waived
Attest John Cupid Clerk

Edmund A Holmes
Richard Sturgeon &
Matthew Wilson. Partners
in the name of Holmes Sturgeon
& Co

vs

William W Woods

} Pleas before his Honor Joseph R Swan
President and Silas Q Strong. James R
Smith and Christian Myers 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 18th day of October in

the year of our Lord one thousand Eight Hundred and
forty three. Be it remembered that afterwards, to wit: on 18th
day of October A.D. 1843 The Plaintiffs by their attorney ~~xxxx~~ filed
and filed the following Declaration. to wit: State of Ohio Court
of Common Pleas of the term of September A.D. 1843 for Union
County ss Edmund A Holmes. Richard Sturgeon and Mathew
Wilson partners in the name of the firm of Holmes Sturgeon & Co
Complain of William W Woods in a plea of Assumpsit for
that whereas heretofore to wit: on the 1st day of September A.D.
1841 at said County the said Wood made his certain promissory note
in writing of that date and then and there delivered the same to
the plaintiffs and thereby promised to pay to them the sum of $126.50
one year after the date thereof which period has now elapsed = and
for that whereas at the time and place first aforesaid the defendant
the defendant made his certain other promissory note in writing
of that date and then and there delivered the same to the plain
tiffs and thereby promised to pay to them the sum of $126.50 in

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Boris Hart
vs
Stephen F. Ki

two years from date which period has now elapsed - yet tho often requested he has not paid the same nor any part of the same to the damage of the plaintiffs $300.00 and therefore they sue by Wm. A Rogers their Atty. and afterwards to wit on the day and year first herein aforesaid the Defendant by James L Sorbert. one of the attorneys of this Court as his attorney and had his plea and filed his plea and had leave as the issuing of process and receives a declaration in this case and thereupon for answer to the same says that he can not deny but that he did assume and promise in manner and form as the said plaintiffs have in their said declaration complained against him nor but that he has not kept his said promises and admits that the plaintiffs have sustained damages by reason of the premises to the amount of $260.12½ and consents that a judgment be entered in the records of said Court in said cause against him in favour of the plaintiffs for said sum and costs and thereupon he waives all error which may be in said judgment and the right of appeal from the same James L Sorbert Atty for Deft. and afterwards to wit: on the day and year last aforesaid: This day came the plaintiffs by their attorney and filed their declaration against the defendant. and thereupon came James L Sorbert one of the attorneys of this Court by virtue of a power of attorney for that purpose executed by the said defendant and now here to the Court shown waived the issuing and service of notice of the time and place of of Entering judgment as provided by Statute and receives a declaration in this Case and thereupon for answer to the same says that he cannot deny but that he did assume and promise in manner and form as the said plaintiffs have in their said declaration complained against him, nor but that he has not kept his said promises and admits that the plaintiffs have sustained damage by reason of the premises to the amount of $260.12½ and consents that a judgment be entered on the records of said Court in said Cause against him in favour of the plaintiffs for said sum and costs and thereupon he waives all error which may be in said judgment and the right of appeal from the same. It is therefor considered by the Court the plaintiffs recover of the said defendant the said sum of two hundred and sixty dollars and twelve and a half cents their damages as aforesaid confessed and also their costs in this behalf expended taxed at $

Attest John Cafsil Clerk

J R Swan

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v Orris Hart
vs
Stephen J. Kinney

Pleas before his Honor Joseph R Swan President and Silas G Strong James R Smith and Christian Myers

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 Eighteenth day of October in the year of our Lord one thousand eight ~~hundred~~ and forty three. Be it remembered that afterwards to wit: on the Eighteenth day of October A.D. 1843. Orris Hart by Allison & Hall his attorneys filed his decla=ration in the words and figures following, to wit: State of Ohio Union County. ss. At October Term A.D. 1843 of the Court of Common Pleas. Orris Hart, complains of Stephen J. Kinney in a plea of assumpsit for that whereas the defendant at the County of Union on the eighteenth day of October A.D. Eighteen hundred and forty three was indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by plaintiff to the defendant at his request And the defendant in consideration of the premises then and there promised to pay the said sum of money upon request. Yet although often requested he has not paid the said sum of money, nor any part thereof to the dam age of the plaintiff two hundred dollars & therefor he brings suit by Allison & Hall his attys, And afterwards to wit on the day and year aforesaid, came the defendant by Otway Curry, his attorney and filed the following plea to wit: State of Ohio Union County ss. In the Court of Common Pleas October Term A.D. 1843 And now Otway Curry an attorney of this court appears in open court and by virtue of a Power of Attorney for that purpose, appears to the above declaration in favour of the said Orris Hart, and against the said Stephen J. Kinney. waives issuing and service of Procefs. confesses that the said Defendant was indebted to the said Plaintiff and that the said defendant did promife in manner and form as the said Plaintiff has declared against him and that the said Plaintiff by reason of the nonperformance of the said promise has sustained damage in the sum of One hundred and thirteen dollars and seventy six cents; for which sum and costs of suit he hereby confesses judgment in favour of the said Plaintiff and waives and releases all errors and the right of appeal in behalf of said Defendant, Otway Curry Attorney for Defendant - It is therefore considered that the plaintiff recover of the said defendant the said sum of one hundred and thirteen dollars and seventy six his damages so as aforesaid confessed and also his costs in this behalf expended taxed at $

Attest John Cassil Clerk

J K Swan

David Burnh
James Riddle
in trade under
of their firm of
vs
Wilson Reed

within and
the 18th day of
eight hundred
heretofore, to
by the William
of the Clerks
State of Ohio,
Greeting. We
appear for the
Pleas, in and
in said County
late partners
Burnham & Co
& six hundred
Witness, John
aforesaid, the
said writ was
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David Burnham and
James Riddle late partners
in trade under the name
of their firm of D Burnham & Co
vs
Wilson Reed

Pleas before his Honor Joseph
R Swan President and Silas G
Strong. James. R. Smith and Chris
-tian Myers 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 18th day of October in the year of our Lord One thousand
eight hundred and forty three. Be it remembered that
heretofore, to wit: on the fifth day of July 1843. The Plaintiffs
by Williams & Lawrence their Attorney, sued out of
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 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 D. Burnham and James Riddle late partners in trade under the name of the firm of D Burnham & Co in a plea of Assumpsit. Damages one thousand & six hundred Dollars, and have you then there this writ Witness, John Cassil, Clerk of said Court, at the Court House aforesaid, this fifth day of July A.D. 1843 John Cassil Clerk Said writ was endorsed " Suit brot on Defendants two several notes of hand given to plaintiffs by the name of their said firm aforesaid.- Each for eight hundred and four dollars and 12/100 the one due twelve months from date and the last due eighteen months from date and each drawing interest after four months and one half from date, also for goods sold and delivered &c By Wm C. Lawrence their atty. Returned endorsed "Served by acknowledgement July 6. 1843 M M Steele Sheff. And afterwards, to wit: on the 13th day of August A.D 1843. The Plaintiffs by their said Attorney filed the following declaration, to wit: The State of Ohio, Union County, ss. Union Common Pleas July term, 1843. David Burnham & James Riddle late partners in trade by the name and stile of their said firm of D. Burnham & Co Complain of Wilson Reed in a plea of assumpsit for that whereas the said Wilson Reed on the 16th day of March 1841. at Milford to wit at the County of Union aforesaid made his certain promisory note in writing and then and there deliv-ered the same to the said plaintiffs and thereby promised to pay the said plaintiffs by the name of their said firm of D Burnham and Co Eight hundred and four dollars and 12/100 with interest after four and one half months, in twelve months after the date thereof, which period has now elapsed and the said Wilson 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 D Burnham & Co according to the tenor and effect thereof.- And also for that whereas the said Defendant on the day and year aforesaid at

Summons.

Narr.

the County aforesaid made his certain other promisory note in writing and delivered the same to the said plaintiffs and thereby promised to pay the said Plaintiffs by the name of their said firm of D Burnham & Co eight hundred and four dollars and 12/100 with interest after four & one half months from date, eighteen Months after date which period has now elapsed, and the said defendant afterwards, to wit on the day and year aforesaid in consideration of the premises promised to pay the amount of the said note to the said plaintiff by the name of their said firm of D Burnham & Co according to the tenor and effect thereof. Yet the said Defendant hath disregarded his said promises and has not paid the said several notes nor either of them nor any pait thereof, to the damage of the plaintiffs $ 15.00 and thereupon they bring suit by Wm C Lawrence their Atty. And afterwards to wit: on the day and year first herein aforesaid. This day came the said David Burnham & Co by their attorney and the said Wilson Reed 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 requiring a jury. and the Court being fully advised in the premises do assess the damages of the said Plaintiffs to one thousand five hundred and eighteen dollars and four Cents. Therefore it is considered that the said Plaintiffs recover of the said Defendants the said Sum of $ 1518.04 their damages aforesaid, in form aforesaid assessed and also their costs in this behalf expended taxed at $

J R pr m

Attest, John Cassil, Clerk.

John Doe et dem
John G Dunn
vs
Richard Roe. R P Mann
& Andrew S Alden

} Pleas before his Honor Joseph R Swan President and Silas G Strong James R Smith and Christian Myers 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 eighteenth day of October in the year of our Lord one thousand eight hundred and forty three. Be it remembered that that heretofore to wit: on the 3rd day of November 1841 the Plaintiff by G. Swan his attorney filed herein his declaration together with the notice to the Tenants and the return of service. which said ~~notice declaration~~ declaration notice and return read in the words and figures following to wit: The State of Ohio Union County. ss. Of the term of November A.D. 1841. John Doe complains of Richard Roe for that John G Dunn James Dunn Mary A Simpkins

Walter A Dunn and Robert G Dunn on the 15th day of January A.D. 1841. at Union County aforesaid had demised to the said John Doe ten messuages ten cabins. ten barns. ten stables. ten orchards ten outhouses ten yards ten Gardens five hundred acres of arable land. five hundred acres of meadow land. five hundred acres of wood land. five hundred acres of land covered with water and five hundred acres of other land with the appurtenances Surveys No. 8153 & No 12238 of Virginia Military Lands on the waters of Darby situate in the County aforesaid to have and to hold the same unto the said John Doe for and during the term of ten years then next ensueing. By virtue of which demise the said John Doe entered into the possession of said premises with the appurtenances and was thereof possessed for the term aforesaid. And the said John, being so thereof possessed the said Richard afterwards to wit on the said 15th day of January in the year aforesaid at the County aforesaid, with force and arms entred into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to the damage of the said John one hundred dollars and therefor he sues By G Swan his atty To Reuben. P. Mannpard Andrew I Alden. — Sirs: I am informed that you are in possession of or claim title to the premises in the in this declaration mentioned or to some part thereof, and I being sued on 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 yourselves defendants in my stead otherwise judgment will be entered against me by default and you will be turned out of possession Nov. 3. 1840. Richard Roe. Said return of service reads in the words and figures following, to wit: Served by acknowledgement April April 20th 1842 Wm. M Steele Sheff. and afterwards, to wit: on the 1st day of September A.D. 1842 the following consent rule was filed, to wit: In this case by consent Reuben P. Mann is admitted defendant in lieu of the now defendant Richard Roe and thereupon the said Reuben. P. Mann comes into Court and confesses lease, entry, & ouster, and admits that he is in the possession of the premises in the plaintiffs declaration mentioned and for plea says that he is not guilty of the trespass & ejectment above laid to his charge in manner &c as the plaintiff in his declaration hath alledged and of this he puts himself upon the country and thereupon let a jury come &c - & it is admitted that the heirs in the declaration mentioned are the heirs and only heirs of Walter Dunn G Swan atty for plf Lawrence & Curry attys for Defendants. And afterwards to wit on the 1st day of September 1842. Consent rule &c filed. General issue. admission that lessors of the plaintiff are heirs and only heirs of Walter Dunn deceased also possession &c and this cause was continued and afterwards to wit: on the 8th day of November 1842

Notice

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Dunn vs Mansfield

This day came the parties by their attorneys and submit This cause to the Court upon the issue joined and the Court here find that the defendants are guilty of the Trespass and ejectment in manner and form as the plaintiff has above thereof declared against them and do assess the plaintiffs damages to one cent. It is therefore considered by the court that the plaintiff recover his term yet to come of and in the premises in the Declaration described together with one cent damages so as aforesaid ~~confessed~~ by the Court upon submission assessed together with his costs in this behalf expended. And on motion of the plaintiff a writ of Hab fa pos. is ordered to issue in this case to be executed by the Sheriff of this County with the power of the county if need be — And On motion of defendants execution shall stay for 60 days from the rising of this Court. Notice of appeal by defendants. And afterwards to wit on the 14th day of November 1842. Judgment having been rendered on the first day of this Term in favour of the Plaintiff; The Defendants by their Counsel, move the Court here this day, to be allowed the valuation of improvements, and Assessment of Damages under the Statute for the relief of Occupying Claimants; and thereupon the Court here do order that said motion be entered on the journal, & that the same be continued for hearing & decision at the next term of this Court; and that Execution of said Judgment be stayed until that time. — And afterwards, to wit: on the 18th day of April. A.D. 1843 This Cause was continued and afterwards, to wit: on the 5th day of July A.D. 1843. This Cause was continued. And afterwards, to wit: on the 19th day of October A.D. 1843 The motion of Defendants for relief under the occupying Claimant law is dismissed and the judgment in Ejectment is confirmed

J K Swan

Attest John Cahill Clerk

James C Dynes
vs
John D Reed

Pleas before his Honor Joseph R Swan President and Silas J. Strong. James R. Smith and Christian Myers 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 eighteenth day of October in the year of our Lord one thousand eight hundred and forty three Be it remembered that afterwards, to wit: on the 18th day of October 1843 the plaintiff by William C Lawrence filed his declaration in the words and figures following, to wit: The State of Ohio Union County ss. Court of Common Pleas October term 1843 James C. Dynes complains of John D Reed in a plea of Debt for that whereas the said John on the 9th day of

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October 1843 at the County aforesaid made his certain
writing obligatory sealed with his seal and (now here to the
court shewn) and then and there delivered the same to the
said James and thereby bound himself to pay to the said
James C Dynes or order nine hundred and twenty nine
dollars and 58/100 one day after the date thereof which period
has now elapsed whereby an action hath accrued to the
said James C Dynes to have of and from the said John D Reed
the said sum of 929 58/100 $. Yet the said John D Reed hath not
paid the said sum of money to the said James C Dynes
nor any part thereof to the damage of the said James C Dynes
1000 $ and therupon he brings suit by Wm C Lawrence
his atty. and afterwards. to wit: on the day and year first
herein aforesaid. The Defendant by P. B. Cole his attorney
filed his Plea in the words and figures following. to wit:
Union Common Pleas October term 1843. And the said
John D Reed by P B. Cole one of the attorneys of this Court
appears in open Court and by virtue of a warrant of
attorney for that purpose executed under the hand
and seal of the said Reed comes & defends &c and waives
process in this case accepts a declaration and confesses judgment
in favour of the said James C Dynes in the sum of Nine hundred
and twenty nine dollars and 58/100 his debt and one dollar
& 16/100 his damages sustained by means of the detention
of the said Debt aforesaid and also his costs in this behalf
expended and also by virtue of the same letter of attorney
releases all error that accrues in the rendition of this
Judgment and also waives the right and benefit of
appeal. P B Cole Atty for Defts. And afterwards
to wit on the 19th day of October A.D. 1843 This day
came the plaintiff by his attorney and thereupon
came the Dependant by P. B. Cole one of the attorneys
of this Court and by virtue of a warrant of attorney
for that purpose executed by the said Defendant
waived the issuing and service of process accepted a
declaration and for Plea says that he cannot deny
the allegations in the said declaration contained
and confesses that the said Defendant doth owe to
the said plaintiff the said sum of nine hundred and
twenty nine dollars and 58/100 and that the said Plaintiff
hath sustained damages by reason of the detention
thereof in the sum of 18 18/100 Therefore it is considered
by the Court that the said plaintiff recover of the said
John D Reed his debt aforesaid so as aforesaid confessed and
also his damages together with his costs in this behalf
expended taxed at and also by virtue of
the same warrant of Attorney all error in this case is
released and the right and benefit of appeal waived
by the said defendant
Attest John Cissil Clerk

J J Lyman

John Weaver
vs
Magdalena Borns et als
in Partition

Pleas before his honor Joseph R Swan. President and Silas P Strong. James R Smith and Christian Myers 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 eighteenth day of October in the year of our Lord one thousand eight hundred and forty three. Be it remembered that on the 23rd day of April 1842. John Weaver By Wm C. Lawrence his Attorney filed the following Bill in Chancery, to wit:

To the Honorable the Judges of the Court of Common Pleas of Union County when in Chancery sitting. John Weaver a resident of said County respectfully represents that some few years since one John Burns late of this County but now Decd and your Petitioner purchased jointly seven hundred and 15 acres of land lying in said County and took a deed for the same that your Petitioner Paid for and entered into possession of two hundred and Sixty acres there and the said Burns the residue thereof. That your Petitioner was to have his land laid off on the north side of said 715 acres a full description of which 715 acres is as follows to wit: Begining at a Maple Sugar beech North west corner to Lands held by John B Bishop of the same Survey thence with the original line N 90 45' W 242 poles to a white oak 3 Sugars original North West Corner to said Survey No. 2256 thence with the North line N 78° 20' E 478 poles to 2 ashes & Elm North East Corner to said Survey thence with the East line S 12° 15' E 232 poles to 2 Ironwoods & Sugar tree thence with Kerns & Bishops line S 77° 15' W 488½ poles to the Begining. Your Petitioner further shows that in the life time of John Burns it was agreed between him and your Petitioner that a division line should be run setting off to your petitioner his share on the north. begining at two sugar trees in the west line of said survey 56¾ poles South of the North west corner of said Survey thence N 78° 20' E 185 poles to a stake thence S 9° 45' E 60 poles to 2 sugar trees thence N 78° 20' E 293¾ poles to the East line of said Survey and deed drawn but not executed accordingly but on Survey it was found that by running from the 2 sugar trees 185¾ poles to a stake, that then running South far enough to include with parallel lines 260 acres that it would interfere with ~~Sara~~ the improvements of the said John Burns and that it was consequently agreed that the line from the two sugar trees should be run only 131¾ poles thence South 9° 45' E so far as to include in a line to the east line of said Survey parallel with the north line thereof. That your Petitioner often thereafter requested said Burns to release and offered to release each to the other but he was not ready or never did and died leaving Magdalena his widow. Eliza Burns. and Mary Snyder formerly Mary Burns wife of Philip Snyder and Lydia Weaver formerly Burns and wife of your petitioner, of age and Lewis aged 20 years. Adam 18. Emmanuel 15. Catherine 14 Alexander 11. Philip 8 & Maria 6 minors and all of the County of Union his Heirs and legal Representatives at Law all of whom except Lydia. Your Petitioner prays to be made defendants to this his bill. And your Petitioner further shows

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that he has requested and offered to release mutually but they neglect and refuse. Your Petitioner further with his said Lydia requests and prays that on final hearing of this case your Honors would order and decree to your petitioner so much of said Land as is his, to him in Severalty and that you would further order partition of the part of said Land which belongs to the widow & Heirs of said Burns in such manner as to enable your Petitioner an Lydia to possess the one tenth part of the same in severalty contiguous to the above described 260 acres subject to the Dower of the said Magdalena and that on final hearing you would grant your Petitioner such other and further relief in the premises as equity and good conscience may require and as in duty bound he will ever pray &c By Wm. C Lawrence. his Sol. And afterwards, to wit: on the 23d day of April 1842 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 that you summon Magdalena Borns. Eliza Borns Mary Snicker Philip Snicker Lewis Borns Adam Borns Emmanuel Borns Catherine Borns Alexr Borns. Philip Borns & Maria Borns to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the 2bth Inst to answer the matters and Charges contained in a Bill in Chancery exhibited against them by John Weaver 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 23d day of April A.D. 1842 James H Gill Clerk. said writ was returned endorsed "Served by Certified Copies on all the within named Defendants Apl 25th 1842 W W Steele Sheff. And afterwards, to wit: on the 29th day of April 1842 on motion of Mr Lawrence Counsel for Complainant it is ordered that A Hall be appointed Guardian ad litem for the infant defendants to Complainants bill who thereupon appeared in open Court and accepted said said appointment and thereupon this cause is continued. And afterwards to wit: on the 11th day of June 1842 the following joint answer was filed, to wit: The Joint answer of the undersigned Heirs of John Borns Dec'd Defendants to the Bill of Complaint of John Weaver and Lydia his wife against themselves and others. These Defts now come and answer saying that they cannot deny any of the allegations in the said Bill of Complaint of Complainant contained but admit the same to be true and are willing and request the Court to grant the prayer of said Petition and they further request that partition in the said premises be made in such manner as to assign to each of us in severalty our several shares as charged in said bill and as in duty bound we will ever Pray &c. Philip Snyder Lewis Borns Elizabeth Borns Magdalena Borns Mary Borns. And afterwards, to wit: on the 30th day of August A.D. 1843 This cause was Continued. And afterwards to wit on the 4th day of November 1842. This cause was continued. And afterwards, to wit: on the 18th day of April 1843. This day the plaintiff produced proof of publication of notice. and thereupon, on his motion this cause is continued

and afterwards to wit on the 7th day of July 1843 A. Hall Guardian ad litem for the infant defendants filed the following answer, to wit: And the said defendants now come and for answer to said bill say that they have no knowledge of the facts in the said petition charged but have no doubt that they are substantially true and charged and submit their case to the Court and pray to be dismissed with their Costs. A Hall. Guardian ad litem for Infants. And Afterwards, to wit: on the 8th day of July 1843 the Consent of Adam Borns was filed in the words and figures following, to wit: The question you ast me concerning the division of the land I am heartily agreed to and would have given my consent long ago if I had received your letters. I therefore consent now by saying that I wish the Court to grant a division to John Weaver and also to have my fathers real estate divided among all heirs, and also to lay of my part which I am entitled to. Adam Borns. Witness Philip E Weaver and Afterwards, to wit: on the day and year last aforesaid. This Case came on to be heard upon the bill of Complainant and answers of Defendants and was argued by Counsel and the Court being fully advised in the premises do find that the equity of the case is with the Complainant and they do order, adjudge, and decree that the Defendants severally or jointly within Sixty days from the rising of this Court execute and deliver to the plaintiff a good and sufficient deed or deeds of release conveying their interest in the following part of the premises described in the Bill the same being and lying north of the following line of Partition Begining at two Sugar trees in the west line of said Survey fifty six and 3/4 poles South of the north west corner of said Survey thence North 78° 20' E one hundred thirty one and 3/4 poles to a Stake thence S 9° 45' E so far as to include by a line run parallel with the north line of said Survey the number of ~~two~~ hundred and sixty acres clear of incumbrances by the defendants done or suffered to be done and that the said John Weaver by like deed of release convey to the Defendants all his interest in the said premises lying South of the said partition line as above described except so far as Compt holds by right of his wife Lydia and it is further ordered that in default of the Deeds aforesaid this decree shall operate as such deeds to enable the Complainant to hold in severalty the said two hundred and Sixty acres so as aforesaid set off to him and the remaining Dependants hold on the South side in like manner as tenants in Common, And it is further ordered by the Court that the expenses and costs of this case be paid by the said Complainants and the heirs of said John Borns one third by Compt and two thirds by the Heirs And it is further ordered that by the oaths of Levi Phelps John W Cherry and Cyprian Lee one equal third part of said premises lying South of the partition line above established be assigned and set off to the said Magdalena Bourns as her dower estate and that by the like oaths of the aforesaid Commissioners subject to the dower aforesaid partition be made of the said premises belonging to the estate and Heirs of said John Borns in the following proportion

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Magdalena Bourns
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to wit to Lydia Weaver one equal tenth part to Philip Snyder and Mary his wife one tenth part to Lewis Borns one equal tenth part to Elizabeth Borns one equal tenth part to Adam Borns one Equal tenth part to Emanuel Bourns to Catherine Borns to Alexander. to Philip and to Maria each one tenth part and it is further ordered that a writ of partition issue to the Sheriff of this County commanding him to cause said Dower to be assigned and said partition to be made accordingly and that he repat his proceedings herein to the next term of this Court and this case is continued. and afterwards, to wit on the 22d day of September A.D. 1843. the following writ issued, to wit:

John Weaver
vs
Magdalena Bourns
and others

Union Common Pleas July Term 1843 In Chancery for Specific performance and partition

This Case came on to be heard upon the Bill of Complainant and answers of Defendants and was argued by Counsel and the Court being fully advised in the premises do find that the equity of the case is with the Complainant and they order. adjudge and decree that the Defendants severally or jointly within Sixty days from the rising of this Court execute and deliver to the plaintiff a good and sufficient deed or deeds of release conveying their interest in the following part of the premises described in the Bill the same being and lying north of the following line of Partition. Beginning at two Sugar trees in the West line of said Survey fifty Six and 3/4 poles South of the North west Corner of said Survey thence North 78° 20' E so far as to include by a line run parallel with the North line of said Survey the number of two hundred and Sixty acres Clear of incumbrances by the Defendants done or suffered to be done and that the said John Weaver by like deed of release convey to the Defendants all his interest in the said premises lying South of the said partition line as above described except so far as Compt holds by right of his wife Lydia. And it is further ordered that in default of the execution of said Deeds afore said this decree shall operate as such deeds to enable the Complainant to hold in Severalty the said two hundred and Sixty acres so as aforesaid set off to him and the remaining Defendants to hold on the South side in like manner as tenants in Common — And it is further ordered by the Court that the expenses and Costs of this Case be paid by the said Complainant and the Heirs of said John Bourns one third part by Compt and two thirds by the Heirs — And it is further ordered that by the oath of Levi Phelps. John W Cherry and Cyprian Lee one Equal third part of said Premises Lying South of the partition line above established be assigned and set off to the said Magdalena Bourns as her dower estate and that by the like oaths of the aforesaid Commissioners subject to the dower aforesaid partition be made of the said premises belonging to the Estate and Heirs of said John Bourns in the following proportion to wit: to Lydia Weaver one Equal tenth part. to Philip Snyder and Mary his wife

one tenth part to Lewis Bourns one equal tenth part, to Elizabeth Bourns one equal tenth part to Adam Bourns, one equal tenth part to Emanuel Bourns to Catharine Bourns to Alexander to Philip and to Maria Each one tenth part. And it is further that a writ of Partition issue to the Sheriff of this County Commanding him to cause Dower to be assigned and said partition to be made accordingly and that he report his proceedings herein to the next term of this Court and this Case is Continued. The State of Ohio Union County. ss. I hereby certify that the foregoing is truly taken and Copied from the journal of the proceedings of the Court of Common Pleas within and for the said County of Union. — Seal — In testimony whereof I do hereto subscribe my name and affix the seal of said Court, this 22d day of September A D 1843. John Cassil Clerk Said writ was returned on the 19th day of October 1843 Endorsed "I have Executed this writ by the oaths of of the Commissioners named. whose report is herewith filed Oct 19 1843 W.W. Steele Sheriff. Said report reads in the words and figures following, to wit: In obedience to an order hereunto annexed I proceeded to make partition of the Estate of John Burns dec'd in Conjunction with Cyprian Lee & John M. Cherry I proceeded to lay off two hundred and sixty acres in said Burns land to John Weaver in the following manner to wit: Begining at two sugar trees in the west line of said Weavers lands thence with with said line N 9 W 56 3/4 poles to the North west Corner of the original tract Being a Sugar tree & oak thence with the north original line of said tract N 79.30 E 478 poles to an ash & Elm north east original Corner to said Survey thence with another of the lines of said Survey S 11 E 105 poles to a Bur oak thence S 79.30 W 288 poles to a Stake in the County road thence with said Road N 23 W about 50 poles to a Stake in said Weavers Garden thence S 79 W 169 poles to the Begining & denominated as Lot No 13 & Containing 260 acres. Also Laid aff the Widows Dower in the following Manner to wit: Begining at a Stake South west Corner to John Weavers Lot No 13. on the County Road thence S 47 W 23 1/2 poles to an Ironwood & Dogwood thence S 9 E 32 poles to a Stake thence S 39.30 W 110 poles & 15 links to two Hickories thence N 9 W 90 poles to a Bur oak in Weavers line thence with his line N 79.30 E 112 poles to the Road thence with said Road to the begining containing Sixty Six acres denominated Lot No 12. als a Sugar Camp Lot Begining at a Maple & Dogwood Southeast Corner to Lot No 2 thence with the Line of Lot No 2 N 9 W 30 poles to a Sugartree & Hickory thence N 79.30 E 59 poles & 15 links to a Hickory & Water Beech thence S 9 E 30 poles to two Hickories in Bishops line thence with his line S 80 W 59 poles & 15 links to the Begining Containing Eleven acres & twenty eight poles denominated as Lot No 4. — Also laid off for Adam Burns Lot No 3 which is described as follows, to wit. Begining at a Sugar tree & Hickory Northwest Corner to Lot No 4 in the line of Lot No 2 thence with the line of the Lot No 2 passing the corner thereof N 9 W 62 poles to two Hickories South west corner to Lot No 12 thence with the line of Lot No 12 N 79.30 E 59 poles & 15 links to

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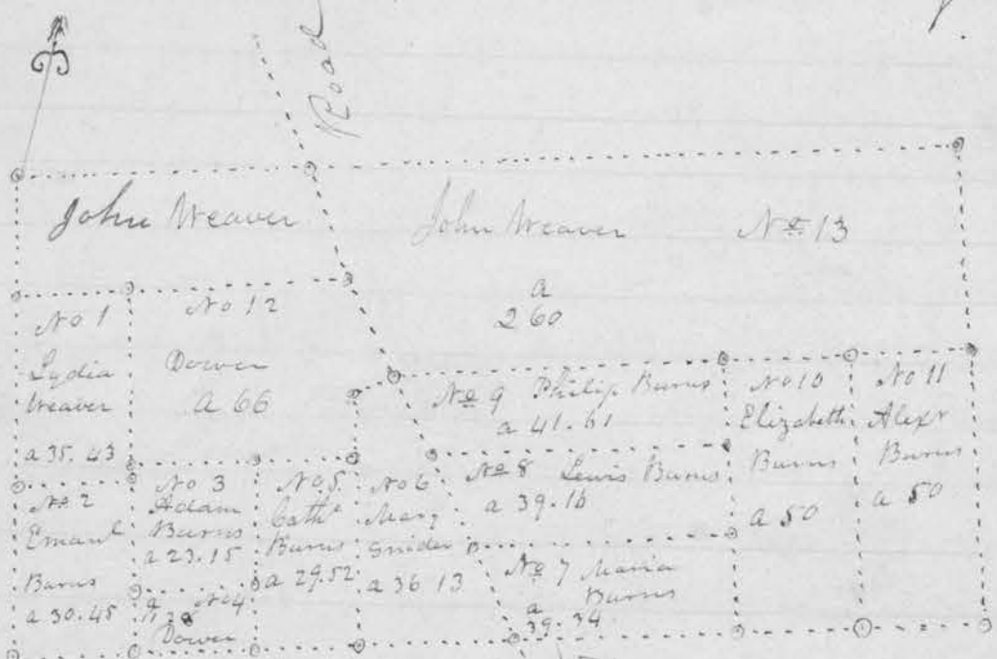
two ashes thence S 9 E. 62 poles to a Hickery & water beech northwest
Corner to Lot No 4. thence with the line of Lot No 4. S 80 W 59 poles
+15 links to the begining Containing twenty three acres & 15
poles - Also laid off for Mary Snider Lot No 6 Begining at a Stake 6
in the County Road in the South original line of said
Burns Survey thence with said line S 80 W 62 poles to two
hickories & Sugar tree South east corner to Lot No 5 thence
with the line of Lot No 5 N 9 W with the line of said Lot No 5
passing the Corner thereof 122 poles to an Ironwood & Dogwood
one of the Corners of Lot No 12 thence with another of the lines
of said Lot No 12 N 47 E 23½ poles to a Stake in the County
Road & South West Corner to Weavers Lot No 13 thence with
the Road to the Begining Containing thirty Six acres and
13 poles. - Also Laid off for Lewis Burns Lot No 8 Begining at 8
a Stake in the County Road thence N 80 E 138 poles to an oak and
ash in the line of Lot No. 10. thence with the line of Lot No. 10.
N 9 W 43 poles to a Sugartree and ash South East corner to Lot No. 9.
thence with the line of Lot No 9 S 80 W 153 poles to a Stake in
the County Road thence with said Road S 32 E to the Be
=ginning Containing thirty nine acres & 16 poles. — Also Laid
off for Elizabeth Burns Lot No 10 Begining at three Sugartrees in 10
the South line of said Burns Survey South East Corner to Lot No. 7. thence
with the line of said Lot No. 7 passing the corner thereof & the corners of
Lots 8 & 9 N. 9 W 130 poles to to a hickery elm & Sugar tree in the line
of Lot No 13 thence with the line of Lot No 13 N 79. 30 E 62 poles to two
ashes & a hickory north west Corner to Lot No. 11 thence with the line
of Lot No 11 S 9 E 130 poles to an ash & Oak in the South original line of
said Burns Survey thence with said line S 80 W 62 poles to the
Begining containing fifty acres. — Also laid off for Lydia Weaver Lot
No 1. Begining at two Sugartrees corner to John Weaver in the west original
line of said Burns Survey thence with said Weavers line N 79. 30 E
57 poles to a Bur oak north west corner to Lot No 12 thence with the
line of Lot No. 12. passing the corner thereof S 9 E. 99 poles to a hickory north
east corner to Lot No 2 thence with the line of Lot No 2 S 79. 30 W 57 poles
to an Ironwood and Elm north west corner to said Lot No 2 in the west
original line of said Burns Survey thence with said line N 9 W 99 poles
to the Begining containing thirty five acres and 43 poles. ——— 2
Also laid off for Emanuel Burns Lot No 2. Begining at an Ironwood
and Elm in the west original line of said Burns Survey & South
west corner to Lot No 1. thence with the line of Lot No 1. N 79. 30 E 57
poles to a hickery in the line of Lot No. 3 thence with the line of Lot
No. 3 passing the corner thereof & with the line of Lot No 4. 59. E 85 poles
to a Maple & Dogwood in the South Original line of said Burns Survey
thence with said line S 80 W 57 poles to a Maple Sugartree & Water
Beech South west original corner to said Burns Survey thence with
his line N 9 W 85 poles to the Begining containing thirty acres
& 45 poles. — Also laid off for Catharine Burns Lot No 5 Begining at 5
two ashes North east corner of Lot No 3 in the line of No 12 thence with
the line of said Lot No 12 N 79. 30 E 51 poles to a Stake corner to Lot
No 12 thence S 9 E 92 poles to two hickeries & a Sugar tree in the.

South line of said Burns Land thence S 80 W 51 poles to two hickories South east Corner to Lot No. 4 thence with the line of Lot No. 4 passing the Corner thereof and with the of Lot No. 3. N 9 W 92 poles to the Begining Containing twenty nine acres & 52 poles.— Also Laid off for Alexander Burns Lot No 11 Begining at two ashes & a hickory northeast corner to Lot No 10 in the line of Lot No 13 thence with the line of said Lot No. 13 N 79.30 E 62 poles to a Bur Oak South east Corner to said Lot No. 13. in the original east line of said Burns Survey thence with said line S 11 E 130 poles to two Ironwoods & a dogwood South East original Corner to said Burns Survey thence with his line S 80 W 62 poles to an ash & oak South East corner to Lot No. 10 thence with the line of said Lot No 10 N 9 W 130 poles to the Begining containing fifty acres.— Also Laid off for Philip Burns Lot No. 9. Begining at a Stake in the County Road South west Corner to Lot No. 13 thence with the line of said Lot No. 13. N 79.30 E 164 poles to a hickory Elm. & Sugartree north west Corner to Lot No 10 thence with the line of Lot No 10 S 9 E 41 poles to a Sugartree and ash north east corner to Lot No. 8 thence with the line of said Lot No 8. S 80 W 153 poles to a Stake in the County Road thence with said Road to the Begining Containing forty one acres & 61 poles— Also laid off for Maria Burns Lot No 7 Begining at a Stake in the County road in the South line of said Burns Land thence with the line of said Burns No. 80 E 129 poles to three Sugartrees South west corner to Lot No. 10. thence with the line of said Lot No. 10 N 9 W 47 poles to an Oak and ash Southeast Corner to Lot No. 8 thence with the line of said Lot No. 8 S 80 W 138 poles to a Stake in said Road thence with said Road to the Begining Containing thirty nine acres & thirty four Poles All of the above Lots are exhibited on the adjoining platt



George Hare
Kain
John Middleton
John Weaver
Chs

Levi Phelps Surveyor

We the Subscribers Commissioners named in the Order hereunto anexed after being duly Sworn the Chainearriers also being duly Sworn proceeded on the 12th day of October 1843 to survey and set off to the several person named in said orders the Lands of John Burns deceased as described in the foregoing plat & Field notes. Given under our hands this 19th day of October in the year of our Lord 1843. Levi Phelps. I. N. Cherry. Cyprian Lee. Commissioners And afterwards to wit on the nineteenth day of October 1843

On motion to the C
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Attest John

Joseph Watkins.
of Joseph Watkins D
vs
Elijah Demos. Margare
John Watkins. and
heirs of Joseph Watkins

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Be it remembered
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his attorney filed
to wit: To the Cour
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On motion to the Court by Wm. B Lawrence counsel for the petitioner and upon producing the report of the proceedings of the Sheriff and also the report of the Commissioners herein before appointed and the same being examined. It is ordered that said reports and 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 them respectfully by the said Commissioners. the Heirs in severalty and the widow by right of Dower only and it is further Ordered the Costs and expenses of this suit taxed at dollars cents including the attorneys fees of Eleven dollas be paid within 100 days by the parties in equal proportion Share and share alike and in default thereof that Execution issue therefor

Attest John Basil Cole

J P Swan

Joseph Watkins. Administrator of Joseph Watkins Deceased
vs
Elijah Demos. Margaret Demos. John Watkins. and Mary Dennijon heirs of Joseph Watkins. deceased

Pleas before his honor Joseph R Swan President and Silas P Strong. James R Smith and Christian Myers 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 eighteenth day of Oct'o one thousand eight hundred and forty three

=ber in the year of our Lord

Be it remembered that heretofore, to wit: on the day of AD 1843 Joseph Watkins administrator of the Estate of Joseph Watkins deceased by P B Cole his attorney filed a Bill in Chancery in the words and figures following. to wit: To the Court of Common Pleas within and for the County of Union & State of Ohio. in Chancery Sitting. Joseph Watkins of the County & State afore said And administrator of the Estate of Joseph Watkins Sr Dec'd States to the Court by way of petition that on the 12. day of December 1842. the said Joseph Watkins Deceased Executed his personal bond to one Richard C Wheeler. Conditioned to make him a deed for a certain tract of Lands Situate in the County & State aforesaid Containing thirty & part of Survey No. 5303. described as follows. thirty acres of land to be taken off the West end or side in a Square form, of the Land owned by the said Joseph Watkins in Paris Township Union County in the State of Ohio. this land is bounded as follows, to wit. on the west by land of John Dixon, on the North by Land of a widow, name not known, on the East by the old Man Dynes on the South by land of old Man Dynes. on which Thomas Mills did live. For this tract of Land. said bond States, that the said Wheeler had for some time past boarded & lodged the said Joseph Watkins & thereby bound himself to keep the said Watkins in boarding & lodging during his natural life time. And this petitioner further States that the said Joseph Watkins Sr. departed this life on the ninth day of March A.D. 1843 leaving Elijah Demos & Margaret Demos his wife The said Richard C Wheeler & Deborah his wife. and this petitioner of the County of Union and John Watkins of the State of Indiana & Mary Dennison of the Territory of Iowa. his heirs & legal representatives all of age of majority. And further this petitioner further States, that the said Joseph Watkins

departed this life without having made a deed to the said Richard C Wheeler. And further that the said Wheeler fulfilled his said Contract by providing the said Joseph Watkins with board ing & lodging untill his decease & thereby Entitled himself to a Conveyance of the said land: And I further State to the Court that I am desirous of Completeing the aforesaid Contract & of vesting the title of said heirs in said Wheeler, And pray the Court on hearing of the Matters herein set forth to make an order Authorizing & Empowering this petitioner, as Administrator of said Watkins to Complete said Contract by Conveying the land afore =said to the said Wheeler - And further pray the Court the aforesaid heirs (except the petitioners) may be Made defendants hereto - And further pray that the writ of subpoena may issue for the said Defendants in this County. And that the pendency of this suit may be published in some newspaper of General Circulation in said County. And further pray the Court will take such other proceedings as Equity in the premises may require. Joseph Watkins Admr of Joseph Watkins decd By P. B. Cole his Atty - And afterwards to wit on the 8th day of July 1843 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 Elijah Demoss and Margaret Demoss his wife to appear before the Judges of our Court of Common Pleas at the Court house forthwith to answer a Bill in Chancery Exhibited against them by Joseph Watkins Administrator of Joseph Watkins Deceased and this they shall in no wise omit under the penalty of one thousand dollars And have then there this writ: Seal Witness John Cahil Clerk of our said Court at the Court house this 8th day of July AD 1843 John Cahil. Clerk. Said writ was returned Endor =sed "Served by Certified Copy. July 8, 1843 W W Steele Sheff Said Title Bond reads in the words and figures following to wit I Know all men by these presents that I Joseph Watkins Senr am held and firmly bound unto Richard C Wheeler or order in the Sum of Six hundred dollars for the payment of which I do hereby bind myself. My heirs, Executors and administrators firmly by these presents. Sealed with my Seal and dated this 12th day of December A.D. 1842 Now the Condition of the above Obliga =tion is such that Whereas. the said Richard C Wheeler has for some time past boarded & lodged, and has bound himself in a bond to keep the said Joseph Watkins in boarding and Lodging in as comfortable manner as circumstances will admit, during his natural lifetime for which the said Joseph Watkins agrees to make him the said Richard C Wheeler a Deed for thirty acres of land. Now be it known that if the said Joseph Watkins shall well and truly execute or cause to be executed unto the said Richard C Wheeler a good and sufficient General Warranty Deed for thirty acres of land, to be taken off of the west end or side in a square form of the land owned by the said Joseph Watkins, in Paris township, in the County of Union in the State of Ohio. which land is bound =ed as follows (viz) on the west by land of John Dietzsoin on the north by land of a widows, (name not known) on the East by

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Attest John Ca

Conrad Wolley
vs
Martin Brown

Marysville within
the Eighteenth day
hundred and forty
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within and for
Conrad Wolley
vs
Martin Brow
Acres 1.

Justices fees
Court fees to
R Gambol
to Mr Brown Do
Witness fees
Appeal Bond
This Transcript

by the Old man Dines, and on the South by land of Old Mr Dines on which Thomas Mills did live as soon as the courses and distances of said land can be procured from the Recordes office in Marysville from which to make a deed. Then this Obligation to be null and void otherwise to be and Remain in full force. Joseph Watkins Seal
Signed sealed & delivered in the presence of Calvin S Hays. and
John Wheeler. and afterwards to wit on the 19th day of Octobr
1843. This day came the Petitioner Joseph Watkins Administrator of Joseph
Watkins deceased and moved the Court to enter an order authorizing
and directing him as such administrator to complete a contract made
by the said Joseph Watkins deceased in his lifetime for sale and
conveyance of the land set forth and described in the petition and
to execute a deed to the purchaser Richard C Wheeler 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 Watkins Deceased. as required by law and it being
also found to the satisfaction of the Court and that the Contract set
forth in the petition were made by the said Watkins in his life
time and that he departed this life without having made a
deed of Conveyance as provided in said Contract. And the Court being
further satisfied that said Contract has been fulfilled by the purchaser
The Court do therefore direct and empower the said Joseph Watkins
Administrator of Joseph Watkins Decd. to Execute and deliver a
deed of Conveyance in fee simple to the purchaser of said land
described in said Petition
Attest John Cahill Clerk

Conrad Wolley vs Martin Brown } Pleas before his Honor Joseph R. Swan President and Silas Q. Strong, James R. Smith, and Christian Myers 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 Eighteenth day of October in the year of our Lord one thousand Eight hundred and forty three. Be it remembered that heretofore, to wit. on the 30th day of August 1842 the following transcript from the Docket of Christian Myers a Justice of the Peace in Millcreek Township within and for said County of Union. to wit:

Conrad Wolley vs Martin Brown a Const.

Justices fees	$1.43
Const fees to R Gambol	.57
to Mr Brown Do	.10
Witness fees	$4.00
Appeal Bond	25
This Transcript	31¼

Suit brot against the defendant as a delinquent Const. of Millcreek Township Union County for failing to make return to; and making a false return to an execution bearing date August 23d 1841. Bill of particulars filed July 1st 1842 Issued a Sciere facias against the defendant directed to Robert Gamble a Const. of Millcreek Township Subpoenas issued for John Deck. John Wolley Wilson Crispen and David Dixon at the request of Defendant subpoenas issued for Wm Hays Jacob Fellner John Hutchinson and Daniel Duvall Scirefacias returned in due time served by Copy left at the usual place of abode of the defendant fees 35 Cents fees for serving subpoenas 22 cents and to Mr Brown 10 cents July 9th 1842 the parties attended and

entered into the trial of the aforesaid Cause and after hearing the proofs and allegations of the parties it is adjudged that there be no cause of action and that the plaintiff pay the costs of ~~their~~ suit. —[In the action of Conrad Walley against Martin Brown I Michael Beard do acknowledge myself bail for the appellant in the sum of fifty Dollars to be levied of my goods and Chattels Lands and tenements in case the appellant shall be condemned and shall fail to pay the Condemnation money and costs and costs that may accrue in the Court of Common pleas of Union County Signed} Michael Beard - Taken Signed and acknowledged before me on the 18th day of July 1842 - C. Myers. J.P.. State of Ohio. Union County - ss. I Christian Myers a justice of the peace of the township and County aforesaid do hereby certify that the foregoing is a correct transcript in Substance of the pro=ceedings had before me in the above cause. Given under my hand and Seal this 27th day of August A.D. 1843 Christian Myers {Seal} and afterwards to wit: on the 10th day of November 1842 the follow=ing bill of particulars was filed to wit Conrad Walley vs Martin Brown Constable - before Squire Myers Damages 90 $ Bill of particulars issue a Scire facias to render the Constable Martin Brown liable for the damages sustained by plaintiff as bail for stay of Execution for John Deck on a Judgment against said Deck in favor of Samuel Dixon assignee of M Beard & L Turner for failing to make return to, and making a false return on an Execution issued august 23d 1841 by said Myers. J.P. and delivered to said Brown on the Judgment aforesaid for $80.61 debt entered on the 27th of November 1840. C Walley and afterwards to wit: on the nineteenth day of December 1842. the plaintiff by Wm. B. Lawrence, his attorney filed his declaration in the words and figures following, to wit: This case comes into Court on an appeal from the Docket of a Justice of the peace in and for this County. and in the Court below the Defendant was Summoned by Scire Facias to Shew cause if any he had why Judgment Should not be rendered and execution awarded against his property for damages sustained by the plaintiff Conrad Walley by means of the said Martin Brown Constable neglecting to return an execution in the due service of which the said plaintiff was interested and thereupon the said Conrad Walley Complains of the said Martin Brown for that whereas heretofore to wit: on or about the 23rd day of August 1841 at the County aforesaid. an execution was duly issued by Christian Myers then an acting Justice of the Peace of the Township of Millcreek in the County of Union aforesaid duly qualified as such Justice on a Judgment entered before said Justice on his docket in favor of Samuel Dixon assigne of M Beard & L Turner on the 27th of November 1840. against John Deck for the Sum of eighty dollars and Sixty one cents costs and which said Execution then and there came into the hands of said Martin Brown then an acting Constable of the Township and County aforesaid And which said execution the said Defendant by virtue of his said office and by Statute in such Case Made and provided was bound to Serve upon the personal property of the said Defendant Deck. on which said Judgment the said Conrad Walley by his recognizance duly entered into was bound as bail for the Stay of Execution in case the amount of the said Judgment aforesaid of $80.61/100 was not made and paid by the

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Attest John Co

said John Deck and the said Martin Brown disregarding his said official duty and fraudulently contriving and wickedly intending to injure and oppress the said Conrad Wolly wholly neglected to execute and return said writ as by law he was required to do within thirty days from the day on which the same was issued, and on which said execution the said Constable Defendant made a false return return stating in substance that he had levied the same upon certain Cornfields hogs &c and falsely suppressing the fact that he had levied the said writ upon one Black Stallion of great value, to wit: of the value of $100.00 and one Cow of the value of $20.00 and which Stallion and Cow he the said Defendant had discharged and not applied by sale to the payment of the said Judgment whereby the said Conrad Wolley became and is liable to pay the amount of the said Judgment aforesaid as such bail for Stay of Execution including Costs interest and Costs that may accrue and is thereby greatly injured and deprived of the means of obtaining the amount of the said judgment from the property of the said John Deck so required to be made by said execution the said Judgment remaining wholly unpaid and open against the said Conrad Wolley. And also for that whereas Heretofore to wit; on the 23d day of August 1841 a certain other execution was issued by Christian Myers a Justice of the peace of Mill Creek Township in the of Union aforesaid and delivered to the said Martin Brown Constable whereby and in which the said Martin Brown Constable was commanded of the goods & Chattels of the said John Deck to make the amount of a certain Judgment duly entered up and remaining unsatisfied upon the docket of the said Justice of the peace aforesaid in favor of Samuel Dixon assignee of M Beard & I Turner for the sum of $0 $\frac{61}{100}$ debt & costs and of said writ to make legal Service and due return according to Law and upon which said Last Mentioned Judgment the said Conrad was security for the Stay of Execution and as such interested in the full and due Service of the said ~~of the~~ said writ of Execution and upon said writ the said Martin Brown Const as aforesaid was bound to return his doings in the in the premises and upon which disregarding his duty and contriving to injure the plaintiff he falsely omitted to state that he had levied the said writ upon one Black Stallion of the value of one hundred dollars and one cow of the value of 20$. both of the goods and chattels of the said John Deck and as such liable to be taken on said writ for the satisfaction of the said Judgment whereby the said Conrad is greatly injured and has become liable to pay the amount of the said Judgment the same remaining open and wholly unpaid and the said Deck in possession of no other property whereof to make the same to the damage of the plaintiff one hundred dollars and thereupon he sues and prays his Execution against the said defendant. By Wm. B. Lawrence. his atty. and afterwards to wit: on the 8th day of November 1842 This cause was continued and afterwards, to wit: on the 11th day of April 1843. The defendant has leave to plead & this cause is continued. and afterwards, to wit: on the 5th day of July 1843 This cause is continued. and afterwards, to wit: on the 18th day of October 1843 This cause was discontinued. Judgment against Plaintiff for costs

Attest John Cassil Clerk

John A Skinner
vs
Elisha L Reynolds

Pleas before his Honor Joseph R. Swan President and Silas G Strong. James R Smith. and Christian Myers his asociates 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 eighteenth day of October in the year of our Lord one thousand eight hundred and forty three. Be it remembered that heretofore to wit on the 25th day of February 1843 John A Skinner by Allison & Hall his attornies filed the following precipe. to wit; John A Skinner vs Elisha L Reynolds. In case Damages $2000. Ipsue a Summon returnable at the next term of the Court of Common Pleas. Indorse Suit brot to recover damages sustained by Plaintiff by reason of defendant Speaking in the hearing of divers and Sundry persons of and concerning plaintiff certain false. wicked. Malicious and defamatory words also for Speaking in the hearing of Sundry persons of and concerning plaintiff plaintiff. certain false and Slanderous words. To the Clerk of the Union Common Pleas February 25 1843 Allison & Hall Plaintiffs Attorneys and thereupon the following writ of Summons ipsued. to wit; State of Ohio Union County, ss. To the Sheriff of said County Greeting. We command you to Summon Elisha L Reynolds to appear on the first day of our next Term at 10 o'clock, A. M. 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 Skinner in a plea of the Case Damages Two thousand Dollars. And have you then there this writ (Seal) Witness John Cassil Clerk of said Court, at the Court House aforesaid this 25th day of February AD 1843 John Cassil Clerk Said writ was Endorsed "Suit brot. to recover damages sustained by plaintiff by reason of defendant Speaking, in the hearing of divers and Sundry persons, of and Concerning plaintiff, certain false, wicked, malicious and defamatory words. Also for Speaking in the hearing of Sundry persons of and concerning plaintiff certain false and Slanderous words. Allison & Hall Plaintiffs attorneys. Returned Endorsed "Served by certified Copy Febr. 28. 1843 W M Steele Sheff. and afterwards, to wit; on the 5th day of July A.D. 1843 this Cause was Continued. And afterwards, to wit; on the 18th day of October 1843 This Cause was discontinued. Judgment for costs taxed at
Attest John Cassil Clerk.

John A Skinner
vs
Sophia Reynolds

Pleas before his Honor Joseph R Swan President. and Silas G. Strong. James R. Smith. and Christian Myers 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 eighteenth day of October in the year of our Lord one thousand Eight hundred and forty three. Be it remembered that heretofore, to wit; on the 25th day of February 1843 the plaintiff by Allison & 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: To the Sheriff of said County, Greeting. We Command you to Summon Sophia Reynolds to appear on the first day of our next Term at 10 o'clock, A. M. 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 Skinner in a plea of the Case

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John A Skinner
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Nathan Wells ad
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vs
Frederick Beltz
Philip Beltz

for the County o
day of October

Damages Three Thousand Dollars And have you then there this writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid, this 28th day of February, A.D. 1843 John Cassil Clerk Seal Said writ was endors=ed "Suit brot to recover damages sustained by plaintiff by reason of defen=dant speaking, in the hearing of divers persons, of and concerning plaintiff certain false, wicked, malicious and defamatory words.— also for speaking in the hearing of divers persons of and concerning plaintiff, false and slanderous words. Allison & Hall Plaintiffs Attorneys. Said writ was returned Endorsed "Served by Certified Copy Febr 28. 1843 W W Steele Sheff And afterwards, to wit: on the 5th day of July 1843 this Cause was con=tinued. And afterwards to wit on the 18th day of October 1843 This Cause was discontinued Judgment for Costs taxed at J K Swan
Attest John Cassil Clerk

John A Steinmer vs Mary Irwin } Pleas before his Honor Joseph R Swan President. and Silas G Strong James R Smith and Christian Myers 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 Be it remembered that heretofore, to wit, on the 2d day of March 1843 the plaintiff by Allison & Hall his attorneys sued out of the Clerks office of said Court the following writ of summons. to wit: State of Ohio Union County, ss. To the Sheriff of said County, Greeting, We command you to Summon Mary Irwin to appear on the first day of our next Term at 10 o'clock, A. M. 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 Steinmer, in a plea of the Case: Damages Three thousand Dollars. And have you then there this writ. Seal Witness John Cassil Clerk of said Court, at the Court House aforesaid, this 2d day of March A.D. 1843 John Cassil Clerk. Said writ was endorsed "Suit Brot to recover damages sustained by plaintiff by reason of Defendant speaking in the hearing of sundry persons, of and concerning plaintiff, certain false, malicious. wicked and defamatory words; also for speaking, in the hearing of sundry persons, of and concerning plaintiff, certain false and slanderous words. Allison & Hall plaintiffs attys. Said writ was returned endorsed "Served by Certified Copy March 7. 1843 W W Steele Sheff. And afte=rwards to wit on the 5th day of July this Cause was continued and afterwards to wit on the 18th day of October 1843 This cause was discontinued. Judgment for Costs taxed at J K Swan
Attest John Cassil Clerk

Nathan Wells administrator of Levi Wells deceased vs Frederick Beltz & Philip Beltz } Pleas before his Honor Joseph R Swan President and Silas G Strong James R Smith and Christian Myers 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 Eighteenth day of October in the year of our Lord one thousand

Eight hundred and ~~forty~~ three. Be it remembered that heretofore to wit on the 19th day of April 1843 the Plaintiff by D.S. Bell 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 Frederick Beltz & Philip Belton 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 Nathan Wells Administrator of Levi Wells, deceased, in a Plea of Debt Damages Fifty dollars And have you then there this writ Teste Witness John Cahill Clerk of said Court, at the Court House aforesaid, this 19th day of April, A.D. 1843 John Cahill Clerk Said writ was endorsed, "This suit is brot on a note under seal, made by the defendants, payable to Levi Wells (plaintiff's intestate) or order, for five hundred dollars, is a joint and several note signed and sealed by defendants dated June 2d. 1840, payable twelve months after date. D.S. Bell, Attorney for the plaintiff. Returned. "Served by Certified Copy April 20th 1843, W Steele Sheff. And afterwards, to wit: on the 5th July A.D. 1843 This cause was Continued And afterwards, to wit on the 18th day of October 1843. Ordered that the plaintiff be Nonsuit for want of declaration. Judgment for Costs taxed at $ Attest John Cahill Clerk.

Hosea Williams &
Charles C Chamberlain
Partners under the firm
of Williams & Chamberlain

vs

Cyprian Lee & Wife

Pleas before his Honor Joseph R Swan President, and Silas G Strong James R Smith and Christian Myers, 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 eighteenth day of April in the year of our Lord one thousand eight Hundred and forty three Be it remembered that heretofore to wit on the twenty fifth day of April A.D. 1839 The Plaintiffs by their attorney filed the following bill in Chancery, to wit, To the Court of Common Pleas within and for the County of Union Ohio in Chancery Sitting Hosea Williams & Charles C. Chamberlain Partners trading under the name firm of Williams & Chamberlain represent that Cyprian Lee & Mary Lee his wife of Marysville in said County (whom your orators pray may be made defendants to this bill) being or pretending to be seized in fee simple of a certain tract of land situate in said County of Union & described as follows, a part of Survey No 6293 in the Virginia Military district Entered & Surveyed in the name of Belle Claiborne & being the part of said survey contained in the following boundaries, to wit; Beginning at an ash tree the original South west corner of said Survey No. 6293, thence N. 18° W 305 poles to a Sugar tree corner to John Shisler, land, thence with Shisler's line N 84° E 153½ poles to a stake & Beach tree thence with another of said Shislers line N. 5° W 117 poles to a Stake, thence N 84° E 80 poles to a stake a corner

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proceeds thereof
interest; and y
in the premises a
their sol
to wit: This Inden

to Adam Shafer's Land witnessed by 2 water ashes thence S 5° E 182/ poles to a
stake in the Marysville & Bucyrus road; thence S 30° W with said
Road 60 poles to a stake thence S 89° E 39 poles to a large ash on the
North side of Fultons Creek; thence S 65° E 20½ poles to a Buck
-eye North west corner to Robert Cortrells land thence S 3° 30' E 140
poles to a Hickory, ash & Lynn in the original South line of said
~~original~~ Survey No 6293 thence S 73° 20' W 190 poles to the
begining containing four Hundred & Sixteen acres — and the
the said Cyprian Lee wishing to purchase goods did on the
twenty fifth day of June 1835 apply to Hosea Williams of the
County of Delaware Ohio to sell him the said Lee goods & the
said Williams sold to the said Lee goods to the amount of Eleven
hundred & fifty one dollars & fifty seven cents & the said C Lee
then took the goods & gave the said Hosea Williams a promissory
note in writing for that sum payable in one year to his the said Williams order
with interest at seven per cent per annum & agreed to execute & deliver
to said Williams a mortgage on the above described land to secure the
payment of the same & thereupon afterwards, to wit; on the 3d day of July
A. 1835 to secure the payment of the said sum of $ 1151.57 with interest
as aforesaid the said Cyprian Lee & Mary Lee his wife by their deed duly
executed & dated on or about the 3rd day of July 1835 conveyed the
aforesaid real estate to said Hosea Williams in fee simple but
subject nevertheless to a condition of defeasance on the
payment of the said sum of $1151.57 and the interest as
aforesaid thereon on the 25 June 1836 as in and by said
Deed of Mortgage a copy of which is herewith filed & made
part of this bill will more fully appear — Your orators further
represent that afterwards on the 11th day of January 1838 the
said Hosea Williams endorsed the said note to your
orators & also assigned all his interest in said Mortgage to
them for value received — Your Orators further represent
that neither the said sum of $ 1151.57 nor any part thereof
was paid to D H Williams or to your orators at the time time
in that behalf whereby the legal estate in said premises
became vested in your orator redeemable nevertheless in
equity on payment of the principal & interest due & to become
due thereon; that the said sum of $ 1151.57 principal & a large
arrear of interest then being due your orators applied to
the said Cyprian Lee & requested him to pay the same to your Orators
which he has hitherto wholly neglected & refused to do. — Your
Orators therefore pray that the writ of Subpoena may issue
against the said Cyprian Lee & Mary Lee, that they be compelled to
answer all & singular the premises, that an account may be taken
of what is due to your Orators for their principal & interest upon
said Mortgage, that said Mortgaged premises may be sold & the
proceeds thereof applied to the satisfaction of said principal and
interest; and your Orators may have such other & further relief
in the premises as equity & good conscience may require. S. Finch
their sol ——— Said Mortgage reads in the words and figures following,
to wit: This Indenture Made this third day of July in the year of Ourlord

One thousand eight hundred and thirty five By & between Cyprian Lee and Mary Lee his wife of Marysville Union County, Ohio of the first part and Hosea Williams of the County of Deleware and State of Ohio of the second Part. Witnesseth that the said Cyprian Lee and Mary his wife for and in the consideration of the sum of Eleven hundred and fifty one dollars and fifty seven cents Lawfull Money of these United States; to them in hand well and truly paid By the said Hosea Williams; the receipt whereof is hereby acknowledged Have granted Bargained Sold Released conveyed and Confirmed; and by these presents do grant Bargain sell release convey & confirm unto the said Hosea Williams and his heirs and afsigns forever all that Lot Tract peice or parcel of Land Situate Lying and Being in the County of Union and State of Ohio Being a Part of Survey No 6293 in the Virginia Military District Entered and Surveyed in the name of Buller Clarbourne and Being that part of said Survey contained in the following Boundaries to wit Begining at an Ash tree the original South west corner of said Survey No 6293 Thence N 18 W 305 poles to a Sugar tree a corner to John Shishlers Land thence with Shishlers Line N 84 E 15 3½ poles to a Stake & Beach tree Thence with another of said Shishlers lines N 5° W 117 poles to a Stake Thence N 84° E 80 poles to a Stake a corner to Adam Shafers Land Witnessed by 2 Water Ashes; Thence S 5° E 182 poles to a Stake in the Marysville & Bucyrus road Thence S 30° W with said Road 66 poles To a Stake thence S 89 E 39 poles to a Large ash on the North Side of Fultons Creek Thence S 65 E 20½ poles to a Buckeye North west corner to Robert Cortrells Land, Thence S 3° 30' E 140 poles to a Hickory ash and Lynn in the original South line of said Original Survey No 6293. Thence S 73° 20' W 190 poles to the begining containing Four hundred and Sixteen Acres. And all the Estate right title Interest claim and demand of them the said Cyprian Lee & Mary his wife; of in and to the said premises And Every part and parcel 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 So to be With the appurtenances to the only proper use & Behoof of the said Hosea Williams his heirs & afsigns forever. And the said Cyprian Lee and Mary his wife for themselves and heirs, Executors and administrators; do promise and Covenant and agree To and with the said Hosea Williams his heirs Executors and administrators & afsigns that they are the true and Lawful Owners of the premises hereby granted and have good Right full power and Lawfull authority To sell and Convey the same in manner and form aforesaid And further that they the said Cyprian Lee & Mary his wife and their Heirs Executors and administrators Will Warrant And forever Defend the aforesaid premises with their appurtenances and Every part and parcel thereof unto the said Hosea Williams his heirs and afsigns against all persons Claiming or to claim by from or under 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 Cyprian Lee his heirs Executors or administrators Shall well and truly pay or cause to be paid; unto the said Hosea Williams or his Certain attorney; Heirs Executors administrators or afsigns the sum of Eleven hundred and fifty one dollars & fifty ~~Seven~~ cents agreeable to the tenor of one Certain Note Executed by the said Cyprian Lee payable to said Hosea Williams or ~~his Certain attorney~~ Which Note Bears Date June 25th 1835 With Inter

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said Bill describe
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=est to be computed at the Rate of seven per centum pr annum Then and in that case the foregoing Indenture and Every part thereof is to be void & of none Effect otherwise to be and Remain in full force and virtue. In testimony Whereof the said Cyprian Lee & Mary his wife have hereunto set their hands and seals this day and year above written. Cyprian Lee (Seal) Mary Lee (Seal) Signed Sealed and acknowledge in presence of us W W Steele. Stephen McLain. State of Ohio Union County ss Before me Stephen McLain one of the associate Judges within and for the County aforesaid Personally appeared Cyprian Lee & Mary Lee his wife and severally acknowledged the signing and sealing of the foregoing Deed to be their free voluntary act and deed for the uses & purposes therein Mentioned and the said Mary wife of the said Cyprian Lee Being by me Examined Seperately and apart from her said Husband and the Contents of the said deed being Made Known & explained to her Declared that she voluntarily & of her own free will and accord; without any fear or coertion of her said Husband Did and now does acknowledge the signing & sealing thereof. In testimony where =of I have hereunto set my hand officially this 3d Day of July AD 1835 Stephen McLain Associate Judge, Said Mortgage was Endorsed "Delewave 11 Jany 1838 I do hereby assign all my right title and Interest to the within Mortgage to Williams & Chamberlain —— Hosea Williams — and afterwards to wit on the 25th day of April 1839 the following writ of Subpeona issued. to wit: The State of Ohio Union County. ss. To the Sheriff of Union County Greeting: We command you that you Summon Cyprian Lee to appear before our Court of Common Pleas of the County of Union at the Court House forthwith to answer a petition in Chancery exhibited against him by Hosea Williams & Charles L Chamberlain partners trading under the name & firm of Williams & Chamberlain & this he shall in no wise omit under the penalty of one thousand dollars; and have you then there this writ. Witness James H Gill Clerk of said Court at the Court House in Marysville this 25. April 1839 (Seal) James H Gill. Said writ was returned April 25th 1843 "Endorsed "Served by Delivering a Certified Copy to Defendant. R Clark Sheriff: and afterwards to wit: on the 12th day of July 1839. This Cause comes on to be heard upon the bill testimony and exhibits and it appearing to the Court that the defendants still fail to plead answer or demur to said Bill It is ordered that the same be taken as con=fessed against the said defendants & they find that the said Cyprian Lee is indebted to the said Complainants on the Mortgage set forth in said bill including principal and interest up to the first day of the present term of this Court in the sum of one thousand three hundred and twenty two dollars and forty seven cents. It is therefore ordered adjudged and decreed that the said Cyprian Lee pay to the Master Commissioner of this Court the said of one thousand three hundred and twenty two dollars and forty seven cents with interest from the first day of this term till paid together with costs of suit within thirty days from the rising of this Court & that in default thereof the said Master Commissioner proceed to Sell said real estate in said Bill described and that in conducting said Sale he be governed by the provisions of the act regulating Judgments and executions at Law. and that he report his proceedings herein to the next term of this Court to which time this cause is continued and afterwards to wit: on the third

day of November AD 1839 this cause was continued and afterwards to wit on the 19th day of May this cause was continued and afterwards to wit on the 7th day of July 1840 this cause was continued and afterwards to wit on the 9th day of October 1840 this cause was continued. and afterwards to wit on the 14th day of April 1841 this cause was continued, and afterwards to wit on the third day of November 1841 this cause was continued. And afterwards to wit on the 26th day of April 1842 this cause was continued. And afterwards to wit on the 30th day of August ~~1841 was continued~~, 1842. this cause was continued and afterwards to wit on 12th day of November 1842 this cause was continued And afterwards to wit on the 18th day of April 1843 this cause is settled at the costs of defendants as per agreement on file Decree for costs

J R Swan

Attest John Cisel Clerk

Levi Antrim
vs
Stephen McClain
Wm H Woods and
Chester Farnum

Pleas before his Honor Joseph R Swan Esqr President and Silas G Strong, James R Smith and Christian Myers 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 eighteenth day of April in the year of our Lord one thousand eight hundred and forty three, Be it remembered that heretofore to wit on the 20th day of May 1840 the Complainant by J W Powel his solicitor in chancery filed his Bill in Chancery in the words and figures following, to wit; To the Judges of the Court of Com. Pleas for Union County in Chancery sitting, Your Orator Levi Antrim respectfully represent that on the 17th day of January 1839 your Orator executed a Mortgage to William Sharp and Stephen McClain bearing that date and recorded in the office of the Recorder of the said County a certified copy is hereto attached & shown the Court; which Mortgage conveyed to the said Sharp & McClain the following property, to wit; In Lot Number eighteen (No. 18) in the Town of Marysville in the said County and also the following described personal property, to wit; Large Looking glass at $18, one set fancy chairs at $15, with rattan bottoms, one pair of brass Andirons Shovel & tongs $3,00, One bureau $12, one desk $20.—3 French bedsteads at $5 each, one fine carved post bedsteads $15, 9 feather beds & pillows at $7 each, 11 Straw ticks at 1.5 $, 8 bed comfortables at $25, together. 8 quilts at 25$ One large Kettle & bail at $6 To have & to hold the same to the said Sharp & McClain their heirs & assigns forever. Which said Mortgage and conveyance was subject to the following condition & provision therein expressed; to wit; Whereas the said Antrim was indebted to the said Sharp as evidenced by six several notes of hand for these sums (to wit,) One for $40. due and dated 31 december 1838— 2d note same date for $121 due 3 months from date — 3d same date for $121 due 6 months from date — 4th same date for $121, twelve months from date,— 5th same date for $121 due 15 months from date, all made payable to O.B. Cisel— And Also is indebted to the said McClain in the amount of two several notes of hand, the first for $194.06 due some time since. 2d for $19.76 dated August 27th 1837 and due six months from date, and also whereas the said Sharp & McClain are liable as

bail on Docket for the said Antrim at the office of James Turner in the sum of $64,56.5 costs and all, And if the said Antrim should well & truly pay or cause to be paid the said several notes as they became due and also keep the said Sharp & McClain clear of all damages in consequence of said bail then the said Mortgage and conveyance should be null and void otherwise to be absolute &c, And your Orator further shows that afterwards on the 6th day of February 1839 your Orator was in the possession of a certain lot of land and tenements situate in the town of Marysville known known as the Witter tavern stand &c by virtue of a certain demise thereof for a term then unexpired and which would end on the first day of June 1840 and your Orator on the said first day of Feby aforesaid let and demised the said tavern stand, all the furniture mentioned in the said Mortgage and a large amount of other furniture to Chester Farnum as follows, to wit; The whole amount of furniture and bill of goods were $434.23¾ and the said Farnum then & there by a written articles of agreement herewith shown to the Court agreed to take the said furniture &c amounting to $454,23¾ as aforesaid for one month and to pay your Orator for the use there of $4.25 cents per month, and likewise at the rate of $175 per annum for the use of the house & Stabling which amounts in all to $226, per year and if the said Farnum wished to give up the property at the end of One month he can do so by paying in that proportion and if he wishes to continue he has the privilege of doing so untill the expiration of the lease which will on the first day of June 1840, but he the said Farnum should have no power to sell or rent the property to any person but to the said Antrim your Orator and the said Farnum thereby agreed to pay your orator the further sum of fifty dollars above the aforesaid sum specified as rent for the privileges of the lease which was to have been paid in fifteen days from that date, of which property the said Farnum took possession and chose not to give up the same at the end of one month but has ever since remained in the use & possession thereof, — And your Orator further shows that afterwards on the same day that the said Mortgage was executed as aforesaid or there about, the said William Sharp sold and assigned all his right & interest in the said Mortgage & the notes therein specified to William W. Woods who now claims with the said McClain all the benefit of the said Mortgage & notes, — And your Orator further represents that your Orator was seized of the South part of Lot No 69 in the Town of Marysville with the dwelling house there on situate, and your orator sold the same to the said McClain & Woods for the sum of $550 which was to be paid by an endorsement of the same amount on the said Notes & Mortgage, which endorsement the said McClain & Woods wholly neglect & refuse to make, — And your Orator further represents that the said McClain and Woods have without notice to or consent of Your Orator sold or pretend to sell the said furniture & personal property so as aforesaid Mortgaged to the said Farnum and received of him therefor a large amount of money for which the wholly neglect & refuse to account for to your Orator or endorse the amount thereof upon the said Notes & Mortgage. That the said Farnum now pretends to claim the whole of the said furniture as his own and therefore refuses to pay any part of the said

rent, pretending sometimes to have accounted for the same to the said McLain & Woods and at other times pretend he is wholly discharged from the payment of the said rent in Consequence of the purchase of the said furnature as aforesaid; and that in Consequence thereof your orator prevented and embarrassed in setting up and proceeding at law in the collection of the said rent from the said Farnum. Your Orator further represents that the said McLain & Woods sometime pretend that they have procured a legal title to the said lot No 18 Mortgaged as aforesaid and that they have sold the same and that if they have done so they wholly neglect & refuse to account for the amount they have raised on the sale of the said lot 18 as Consideration therefor. Your Orator therefore prays that the said Stephen McLain William C. Woods and Chester Farnum be made defendants hereto by due process of Subpaena and answer fully all the matters & things herein Charged &c, That your Orator be permitted to redeem the said Mortgaged property upon payment of the amount which may be found due thereon That the said defendants McLain & Woods may account unto your Orator for all the property that they received from your Orator upon the Mortgage aforesaid, and all they have received upon the sale of any part thereof or for the use and hire thereof.— That the said Farnum may account for what property remains in his hands after the rights of the parties may be adjusted and such part of the rent &c due your orator from him the said Farnum on the said Contract or articles of agreement in such manner & proportion as shall seem to your Honors just & equitable. And that your Orator have such other and further releif in the premises as shall seem to your Honors just & Equitable And your Orator will ever pray &c J. W. Powell, Compt. Sol.

Note. The copy of the mortgage referred to above is not to be found at this time

The articles of agreement filed as an exhibit with the foregoing bill reads in the words and figures following, to wit: This indenture made and concluded this first day of June in the year of our Lord One thousand Eight Hundred and thirty six between Thos. J. Lewis of the County of Union and State of Ohio of the first part & Andrew McAdow of the County and State aforesaid of the second part Witnesseth That the said Thos J Lewis for and in Consideration of the yearly rents & Covenants hereinafter mentioned & Reserved on the part & behalf of the said Andrew McAdue his executors administrators and assigns to be paid kept & performed hath demised let and to farm let assign all the & and by these presents doth demise let and to farm let unto the said Andrew McAdow his Executors administrators & assigns all the Messuages & lots of ground known by their numbers 39 & 35 and situated lying and being in the Town of Marysville and County aforesaid to have and to hold the said Messuage & lots of Ground and all the singular the premises hereby demised with appurtenances unto the said Andrew McAdue his executors administrators & assigns from the day and date hereof until the first day of June 1840 the said lots Embracing the Tavern Stand now in the possession of the said McAdue also the said Lewis himself his heirs &c hereby leases and for the use of the said Stand Lets unto the said McAdue his heirs executors &c the following bill of personal property being the furniture

Lease Marked A referred to in Farnums answer Recorded here by Mistake

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B. Smith, Marys
title & claim of
by him the said
in said Lease fro
I allow the same to
I Hereby assign a
within Lease to
allow the same to b
Eli his + mark Lundy.
assigns all my in
to Levi Antrim
agrees to pay all
June 1838 until

now in an necessary for the fitting up of the said Stand
for the term aforesaid in consideration where of the said
Andrew McAdew his heirs or assigns is to pay unto the said
Thos. J. Lewis his heirs &c the sum of two hundred dollars rent
yearly and every year in manner following, to wit, Commenc
=ing from the first day of June 1836 which payments are to
be made first the Taxes, are to be paid as they shall become
due yearly the remainder of the Two Hundred per annum
is to be paid annually at the Close of each year in painting
the Wood Work of the inside of the house the finishing of the
Garret fencing of the lot and such other improvements as
the parties shall from time to time agree upon and which
is not then expended in improvements is to be paid in cash so
that the rent shall be paid annually and no faster and
it is further agreed by the said McAdow that he will or
his heirs Executors ~~&c~~ shall give unto the said Thos
J Lewis peaceable possession of the premises aforesaid
in good repair except the wear and tear at the Expiration
of four years from the first day of June 1836. In testimo
=ny where of the said Thos. J. Lewis hath hereunto set
his hand and seal this the day and Yeare above writ
=ten Thos. J Lewis. Signed Sealed & Delivered in
presence of S.B. Johnson. B.B. Stevens. The State of
Ohio Union County ss. Before me Samuel B Johnson a Justice
of the peace in & for said County personally came Thos. J. Lewis signe
& sealer of the within Lease & acknowledged the signing & sealing of
the same to be his voluntary act & Deed for the purposes therein exprest
Read Given under my hand & seal this 1st day of June A.D. 1836
Samuel B. Johnson Justice of the Peace. The said Lease was
assigned & Endorsed as follows, to wit; I hereby assign all
my right title and claim of the within lease to Wm Sharp for
value rec'd and allow the same to be recorded this 5th day
of Sept 1836 A McAdow A.D. Possesion to be given on the
12th of this Inst A McAdow, Filed & recorded Oct 13th 1836
in Volum 5 page 350 D.B. Smith Recorder. For & in consideration
of the sum of four hundred dollars in hand paid or secured to be
paid. I assign all my right title & interest to the within Lease to Peyton
B Smith, Marysville July 28th 1837. I Hereby assign all my write
title & claim of the within Lease to Eli Lundy for value Received
by him the said Lundy Complying with the Conditions Imbodied
in said Lease from the first day of June 1838 untill June 1840 and to
I allow the same to be Recorded as witness my hand William Sharp
I Hereby assign all my wright Title Interest and Claim of the
within Lease to O.B. Cipell or Borer for value Received and
allow the same to be Recorded as witness my hand Nov th 6, 1838
Eli his + mark Lundy. Atest Wm Sharp. — Dec th 31. 1838 I Hereby
assign all my write tittle Interest and claime of the within Lease
to Levi Antrim or Borr. for value Received I said Antrim
agrees to pay all Rents Due or may be Due from the first of
June 1838 untill June 1840 as specefied in said Lease and

Assignment of A McAdow to Sharp

Assignment to P.B. Smith

Assgnt of Sharp to Lundy

I allow the same to be Recorded as witness my hand and
B. B. Cissel Clerk Attest Wm Sharp. For value received
I assign my Right and title to the within Lease to Chester Farnum
and allow it to be recorded witness my hand February 6th 1839
Levi Antrim, And afterwards, to wit; at the July Term of said Court
this cause was continued, and afterwards, to wit; on the 29th day
of September 1840 W H Woods by H. C. Lawrence his Attorney filed the
following answer, to wit; The Several answer of W H Woods to the bill
of Complaint of Levi Antrim exhibited against themselves and C. Farnum

Answer of W H Woods

The said Woods, now comes and for answer to said bill or so much thereof
as he is advised is material for him to respond to in answering says that
he admits the execution of the mortgage by Compt to Sharp and McClain
and also the sale of the part of lot No (69) but positively denies that the Compt
was to receive 550 $ for said part of a lot but charges that it was valued
in its passage from Antrim to the Mortgagees at 450 $ as he is informed
and verily believes. He further admits the sale by Sharp to self of his interest
in said Mortgage and denies that now or at any time since about the
time of his purchase from Sharp that Deft claims with S. McClain but charges
that Long before the commencement of this suit and as early as the
Spring of 1839 he purchased of Stephen McClain his interest in the same
by selling the personal property described in said Mortgage to said
Farnum for 194 dollars The which said McClain took in full discharge
of his interest in said Mortgage, This sale was made as this defendant
beleives with the full knowledge of Complainent, This defendant here
positively denies that he ever refused or neglected to account with
the said Compt for any thing received for said property or neglected
or Refused to endorse the Amt of 450 $ for part of Lot No 69 or
for that part received for the personal property or in any thing in
any way connected with said Mortgage or property, But on the contrary
charges that he has at all times and places been ready willing, waiting
and extremely anxious to have this busines closed by receiving the money
due him and Compt taking a release of said Mortgage on in lot No 18
and denies that compt ever requested him to account or endorse but
he done it promptly, This defendant in further answering says that he
sold the personal property for every cent it was worth and a little more
and would here remind Compt of a fact known to us both that one
of the beds and bedding contained in the mortgage was claimed
held and owned by one Robson L. Broome for which when we come to
a settlement Defendant will claim a credit of about 18 $ That
as for redeeming said personal property, Deft knows not but would redeem
the realty after taking credit for the personalty and if Compt would rather
have this in preference to the credit Deft will procure him property to same
amt. This defendant here denies that Compt has ever offered to or paid
the notes on said Mortgage and charges that he has had to and did pay
the Bail debt mentioned in the bill of Compt, This Deft denies having
had any thing to do with the matters of Compt and Farnum to procure
a Legal prosecution. And having thus fully answered he prays to be
dismissed with his costs in this case unjustly occasioned And as
in duty bound will ever pray &c B & W H Lawrence his Sol
State of Ohio Union County ss W H Woods being duly sworn

says that the matters and things set forth in the foregoing answer are true in substance and in fact as he verily beleives, W W Woods Sworn to and subscribed before me Sept 28, 1840 James Turner I P

and afterwards, to wit, on the 30th day of September A D 1840 the said Stephen McLain filed in the office of the Clerk of said Court his answer to the said bill, in the words and figures following, to wit; The seperate answer of Stephen McLain to the bill of Compt exhibited against himself and other. Defendant in answering says that he entirely disclaims any interest in this controversy, Saying true the mortgage was executed as charged and the property taken by Sharp and self as charged ~~and the property~~ but says that his interest passed to W W Woods a like deft by sale as early as the Spring of 1839 That to effect this sale to Woods this Deft had to and did discount on his claim so as to induce Woods to buy about 9 per cent on the whole. He positively denies that Compt ever requested him to account. endorse give credit, for, on, or about this whole transaction of the mortgage and property and says that he was always in readiness and willing to do so so long as he had any interest in the matter. This Deft would further state that one of the beds and bedding described in the Mortgage at the time of its execution belonged to one Robson S Broome and was by him held and not by the Mortgagees This defendant denies that he had any thing to do with Compt in his dealings so as to prevent him from securing and prosecuting his claims against Farnum at Law and says that what if any thing the said Farnum pretends Let him answer for himself, And having thus fully answered he prays to be dismissed with his costs in this behalf most unjustly incurred and as in duty bound he will ever pray &c By W. B. Lawrence his Sol. State of Ohio Union County ss Stephen McLain being duly sworn says that the matters and things set forth in the above answer are true in substance and in fact Stephen McLain. Sworn and subscribed before me Sept 29, 1840 W M Hoard J P Ex

And afterwards to wit; on the 30th day of September A D 1840 the said Chester Farnum filed in the office of the Clerk aforesaid an answer to the said Bill, in the words and figures following to wit; The seperate answer of Chester Farnum to the Bill of Com-plaint exhibited against himself and others by Levi Antrim And the said Farnum now comes and for answer to said Bill or so much thereof as he is advised is material for him to res-pond to in answering says that on the 6th day of February 1839 the said Complainant was in possesion of the Tavern Stand as charged, and that pretending as he did that the Furniture in the House was his Complainants, Deft did induced by such pretences enter into the agreement with Compt as charged, But that Deft remained in possesion of the Stand and Furniture but a few days before most of the mentioned not included in the Mortgage of Sharp and McLain in the House and owned by Antrim was Levied upon by Constables or other officers And sold and the balance was sold to Deft by Antrim after the sale by the officers and the Morgagees or their assignees as they said became apprehensive of Loosing their property in the same way and refused to Leave it in Compts possesion Longer, that in consequence this Defendant was compelled to buy the property or give up

the Lease and quit the house to which he had but recently removed at great expense, That this Deft so purchased the property schedeuled in the Mortgage of W. H. Woods a like Deft for 212$ excepting one bed and bedding not furnished to this Deft by said Woods. That sometime after this one David Witter and one Peter Igou called on deft and informed this Deft that he could not hold the House Longer unless Deft became a renter of Them or one of them and that this Defendant accordingly was compelled again to rent the House of them. to whom for the rent this Deft executed his several notes of hand which are still in the hands of said Igou except so far as have been paid, That thus by the officers complainant, the Mortgagee and the Owners of the Freehold this defendant was deprived of all benefit from the lease made to him by Compt, Deft further charges that he accounted to said Compt for the rent of the House and Furniture so long as he held them in his possession by a lease from Compt and what was unjust and wrong paid Compt the 50$. for the privilege of the lease. That in this way this Deft has been taught to call the Furniture his own and that he never pretended that he accounted to Woods & McClain for the rent of the same nor did Deft ever think that rent for the same was due any one from him, The part of the furniture Bot By this deft of Complainant is evidenced by three bills herewith filed marked 1.2.& 3, and this Deft here expressly charges that at the time of entering into said articles mentioned and frequently since Compt directed Defendant to pay the rent on the freehold to the owners thereof in improvements on the Lot and House and for that purpose to enable Deft to do so assigned to this Defendant the lease he held on the property herewith filed marked A

Lease A

Lease Marked A recorded back on page 256 by mistake

And that any payments this Deft could make on the property of the House would go in discharge of the rent secured to Compt by said Articles for which as aforesaid Defendant has given his notes to Igou and the rent on the property due Igou amounted to 224$ pr year instead of 175$. for which Deft was to have the property from Compt. That this Deft has accounted with the owner for the rent of the freehold from the day he entered the stand untill this day, And having fully answered this Defendant prays to be discharged with his cost in this behalf expended and as in duty bound he will ever pray

By W. C. Lawrence his Sol. State of Ohio Union County ss Chester Jamum being duly sworn says that the matters and things contained in the foregoing answer are true in substance and in fact as he verily believes, Chester Jamum, Sworn to and Subscribed this 29 day of Sept 1840 Otway Curry Seal Mayor of the Town of Marysville

Replication

And afterwards the said Antrim by Mr Powel his solicitor filed the following replication to wit; And the said Levi Antrim comes and says that the said matters and things set forth in his said bill of complaint are true in substance and in matter of fact, and that the said matters and things set forth in the said answers of the said defendants contrary thereto are untrue, and this he is ready to make appear as this Court may direct, J.H. Powell Solicitor for Pltf,

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Attest Joh

Daniel Barker
V
vs
Thomas A Shela

of Common
of Marysville with
30th day of July

And afterwards, to wit; on the 18th day of October A D 1841 This cause is referred to James Turner Esqr as Special Master Commissioner to take depositions and State an account between the parties in relation to all their several claims & ~~and Exhibits~~ and report to the next term of this Court and this cause is continued, And afterwards, to wit; on the Fourteenth day of April A D 1841 This cause was continued under former order, and afterwards, to wit; on the 5th day of November A D 1841 On motion of Mr Powell counsel for the complainant It is ordered that this cause be referred to James M Wilkinson Master Commissioner of this Court to take and state an account between the parties &c and this cause is continued and afterwards, to wit; on the 26th day of April A D 1842 said Master Commissioner filed his report in the words and figures following to wit The report of James M Wilkinson 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 November term A.D. 1841 The amount to secure, for which the Mortgage was given appears to be as follows, to wit; One Note for $40, due and dated 31st december 1838. One note same date due 3 months from date for $121.00 one note same date due 6 months from date for $121.00 one note same date due 12 months from date for $121.00, one Note same date due 15 months from date for $121.00 all made payable to B B Bissel. Two notes given to S McClain amounting to $213,82,0 amount of Bail debt for which McClain & Sharp were holden $64.56.5. Total amount $802,38,5 The whole Personal property transferred by Mortgage amounted to $232,00 for which Antrim is entitled to credit From which deduct $18,00 claimed for Bed & Bedding owned by R S Broome which W W Woods claims. Leaves $214,00, To which add the amount for which Lot No 16 was sold to Mortgagee Namely $450,00. Total amount of Credits $664,00, Leaving a Ballance Due on Mortgage of $138,98,5 for which W W Woods holds Lot No 18. James M Wilkinson Master Commissioner. and afterwards, to wit; on the 26th day of April A.D. 1842 This cause was continued under the former order, and afterwards to wit on the 2d day of September A D 1842 This cause was continued and afterwards to wit on the 10th day of November A.D. 1842 On motion to the Court, by the Counsel for defendant, it is ordered that the Complainant give security for costs within sixty days from the rising of this Court and this cause is continued, and afterwards, to wit; on the 18th day of April A D 1843 This cause was dismissed without prejudice, for want of security for costs, in conformity with the order in this cause at the last term of this Court, decree for costs, to be paid within ten days, and in default thereof that execution issue as upon judgments at law,

Attest John Capil Clerk

Reference to J. Turner Esq

Cont'd

Report to Master

Master Report

Cause Cont'd

Ruled to give Cost.

Dismissed

Daniel Barker
vs
Thomas A Sheldon

Pleas before his Honor Joseph R Swan Esq President and Silas. G. Strong, James R. Smith and Christian Myers his associates, Judges, at a Court ~~began~~ and held at the Court House ~~in~~ the town of ~~Mary~~ 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 5th day of July in the year of our Lord one thousand eight Hundred

and forty three, Be it remembered that heretofore, to wit; on the Eleventh day of November in the year of our Lord one thousand Eight hundred and forty two Daniel Barker by Lawrence & Powel his attorneys sued out of the Clerks office of the Court aforesaid the following writ of summons against Thomas A. Sheldon. to wit; State of Ohio. Union County ss To the Sheriff of said County, Greeting. We command you to summon Thomas A. Sheldon 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 Daniel Barker in a Plea of Trespass Damages one thousand Dollars. And have you then there this writ. Witness John Capsil Clerk of said Court, at the Court House aforesaid, this 11th day of Novr A.D. 1842 Seal John Capsil Clerk. Said writ was endorsed. This action is brough for damages sustained in consequence of criminal conversation and intercourse had by the defendant with the Plaintiffs wife Nov. 11. 1842 Lawrence & Powell, Plffs Atty. Said writ was returned Nov 12. 1842 Endorsed Served by certified copy Nov 11. 1842 W W Steele Sheff, and afterwards, to wit; on the 18th day of April A.D. 1843 This cause was continued, and afterwards, to wit; on the day and year first herein aforesaid. Nonsuit for want of declaration Judgment for costs taxed at $

J K Pres

Attest John Capsil Clerk

Robert Gibson vs Henry Kezurlee } Pleas before his Honor Joseph H Crawford Esq President and Silas G. Strong, James R. Smith and Christian Myers 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 fifth day of July in the year of our Lord one thousand Eight Hundred and forty three. Be it remembered that heretofore to wit on the 7th day of November A.D. 1842 Robert Gibson filed a transcript from the docket of James Turner Esqr in the words and figures following to wit; State of Ohio Union County ss

Robert Gibson vs Henry Kezurlee } Suit Brought on account per bill filed Sept 28th 1842 Summons issued to John Hurly Const Returnable on the 1st day of Oct 1842 at 9th o'clock A.M. which was returned endorsed by reading fee 0,15 Subpoena issued by order of the Plff for Wm Gibson Samuel Markey Joshua Markey, Noble Merrison Thomas Mills Jacob Shinn Benjamin Golden Daniel Huffman which was returned by John Hurly Const endorsed Served by reading fees $0,85. Sept 30th 1842 John Hurly Const Subpoenas issued by order of the Deft for Wm L Gibson, Perry Ward, G Sprague Charles Mullen Daniel Williams William Gibson & A Hosking which was returned endorsed Served on Sip by reading on Sprague by copy, fees. Service mileage & copy $1.04 Oct 1st 1842 Parties appeared Trial had William Gibson, Samuel Markey, Joshua Markey Thomas Mills Benjamin Golden Daniel Huffman Sworn and examined on the part of the Plaintiff. Wm L Gibson Charles Mullen Daniel Williams

Justices cot.

Summons	12½
Satisfaction	10
Subpoenas	0,77
Swearing wit	,48
Bail Bond	,25
the transcript	31¼
	$2,03¾

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Perry Ward. G Sprague. A Hoskins. & Levin Gibson Sworn and examined on the part of the Deft after hearing the evidence it is considered by me that the Deft recover of the Plaintiff a Judg=ment for the Sum of one dollar thirty two cents and costs of Suit In the suit of Robert Gibson against Henry Stezartee I. Christian Stiner do acknowledge mysely Bail for the said Robert Gibson the Plaintiff for an appeal in the Sum of Fifty dollars to be levied of my goods and chattles lands and tenements if in case the said Rob=ert Gibson fail to pay the Judgment and Costs that may accrue in the Court of Common Pleas. Christian Stiner. Taken Signed and acknowledged before me this 8th day of Oct A.D. 1842. James Turner J.P. — I certify the above to contain a correct copy of the proceedings had before me. Given under my hand this 4th Day of Nov 1842 James Turner J.P. and afterwards, to wit; on the 18th day of April A.D. 1843 this cause was continued. and afterwards, to wit; on the 5th day of July A.D. 1843, The Plaintiff became non Suit for want of declaration. Judgment for costs taxed at $ J.R.Smith

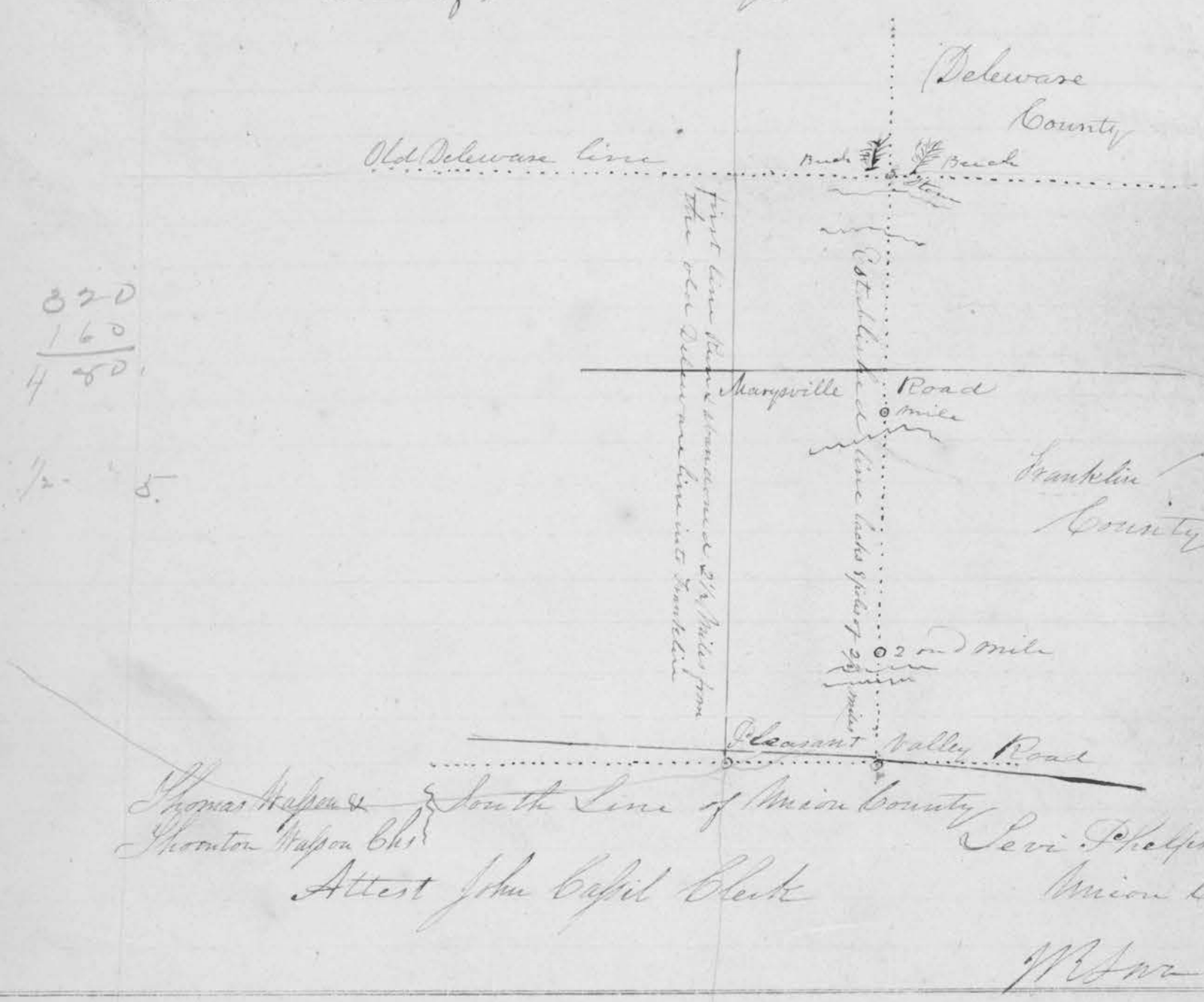
Attest John Cassil Clerk

✓ County Line and S. E. Corner. Establishment of

I, Oliver C. Kennady Auditor of Union County, & Clerk to the Commissioners of said County, do hereby certify, the following is truly Copied from the minutes of the proceedings of said Com=missioners made at their March Session 1843, to wit; "It is ordered by the Board, that the County Surveyor of Union County, in conjunc=tion with the Surveyor of Franklin County establish the boundary between said Counties, and also fix and establish the S. E. corner of Union County; and that the Surveyor of Union County make report of their ~~xxxxx~~ proceedings to the next Stated Meet=ing of this Board." Witness my hand this 7th day of March 1843. O. C. Kennady Clerk of Commissioners.

In obediance to the Order hereunto annexed I met by previous agreement, John Graham Surveyor of the County of Franklin at the South west corner of the County of Delaware on the 24th day of May A.D. 1843 at which point we planted a Stone from which a Beech stood Marked, U. C. S. G. Strong 1828, said Stone Standing at a point where the South & west line of Delaware County intersected the beech bearing N 2° W 28 Links distant, & being 32 Inches in diameter from said Stone another beech stood 8 Inches in diameter bearing S 87½ E distant 24 Links from thence we run by the needle S 3°. 25' E croging a small run at 14 and at 76 poles Marysville Road at 260 poles 320 poles to one mile a Stake thence continued Same Course crossing a branch at 18 Poles 320 poles to 2 Mile Stake thence continued Same course cross=ing a run at 28 poles at 40 poles & at 130 poles and crossed the Pleasant Valley Road at 152 poles and placed a Rock on the South Margin of said Road for the Southeast corner of the County of Union the whole distance of the line of Union South from the South west Corner of the County of Delaware to the South east corner of Union being but two miles & 152 poles it being at a point where a Straight line

as formerly run as the South line of Union County intersected the east line of said County.



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David A Wells
vs
Willam Walke

Pleas before His Honor Joseph R Swan Esqr President and Silas G Strong, James R Smith and Christian Myers: his Associates, Judges, &c 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 Sixteenth day of April in the year of our Lord one thousand eight hundred and forty four. Be it Remembered that heretofore, to wit: on the 22d day of September AD 1843 David A Wells by Allison & Hall his attornies 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 summon William Walke 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 David A Wells in a Plea of assumpsit Damages four hundred Dollars. And have you then there this writ. Dated &c Witness John Cassil Clerk of said Court, at the Court House aforesaid this 22 day of September A. D. 1843 John Cassil Clerk Said writ was endorsed. "Suit brot on a promisory note given by defendant to one N Chipman or bearer for one hundred and fifty seven dollars and thirty seven cents, one day after date, and dated at Milford January 20th 1842. Said note was assigned to plaintiff by said Chipman. Also for goods sold and delivered &c Dated September 22d 1843 Allison & Hall attys for Plff Said writ was returned to said Court by the said Sheriff endorsed "Served by Certified Copy Oct 6. 1843 H H Steele Shff. and afterwards, to wit: on the 22d day of November A.D. 1843 the Plaintiff by his said attornies

filed his declara
State of Ohio, Un
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Assumpsit, for the
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James Stewar
vs
John Hensel
William H. Ste

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A.D. 1843 James Ste

filed his declaration in the words and figures following, to wit;
State of Ohio, Union County ss Court of Common Pleas, October Term
A.D. 1843. David K Wells complains of William Walke in a Plea of
Assumpsit, for that, whereas the said William Walke on the 20th day
of January A.D. 1842, at the County of Union aforesaid made his
promissory note in writing, and then and there delivered the same
to one Norman Chipman, and thereby promised to pay the said
Norman Chipman or bearer, One hundred and fifty seven dollars
and thirty seven cents, in one day after the date thereof, which
period has now elapsed, and the said Norman Chipman then and there
endorsed the same to the said David K Wells, whereof the said Wil
=liam Walke then and there had notice, and then and there, in
consideration of the premises, promised to pay the amount of said note
to the said David K Wells according to the tenor and effect thereof
and also for that whereas, the said William Walke on the 20th day
of September A.D. 1843, at the County of Union aforesaid, was
indebted to the said plaintiff in four hundred dollars, for the price
and value of goods, then and there sold by the plaintiff to the defend
=ant, at his request, and in four hundred dollars for money found
to be due from the Defendant and to the plaintiff, and whereas
the defendant afterwards, on the 21st day of September A.D. 1843
in consideration of the premises then and there promised to pay
the said last mentioned several sums of money 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 four hundred dollars,
and therefore he brings suit &c. By Allison & Ball his attys
and afterwards, to wit, on the day and year first herein afore
=said, This day came the said David K Wells by his attornies
and the said William Walke though solemnly called, came not
but made default; whereupon it is considered that the said David
K. Wells 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 David K Wells to one hundred and seventy eight Dollars
and forty five cents, Therefore it is considered that the said Plain
=tiff recover of the said defendant the said Sum of $178.45. their
damages aforesaid in form aforesaid assessed, and also his costs
in this behalf expended taxed at $
Attest John Cassil Clerk

James Stewart
vs
John Hensel &
William H. Steele

Pleas before his Honor Joseph R Swan Esqr Presi
=dent and Silas G. Strong, James R Smith and Christian
Myers 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 Sixteenth day of April in the year of Our Lord one thousand eight hundred and
forty four. Be it remembered that heretofore, to, wit on the 30th day of December
A.D. 1843 James Stewart filed in the office of the Clerk of said Court a certain 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, in Chancery Sitting: James Stuart of the County of Union aforesaid represents that John Hensel of the same place (whom your Orator prays may be made a defendant to this Bill) at the July term A.D. 1843 of this Court, recovered a judgment at law, against your Orator for the sum of Thirty dollars and eighty four cents, and costs taxed at Forty six dollars and eighty four cents making in all seventy Seven dollars & Sixty eight cents. Your Orator further represents that that said judgment is erroneous and unjust, that it was partly obtained in consequence of the misstatements of a principal witness upon the trial and your Orator believes said witness so testified without, properly recalling to memory the true facts upon the subject about which he testified. which proved injurious to your Orators rights, Your Orator further States that an execution has ipsued on said judgment to William W Steele Sheriff of the County of Union, that a levy has been made by said Steele (whom your Orator prays may be made a defendant to this bill) upon the property of your Orator, to satisfy said judgment, that said Steele has advertised that said property will be sold on the 2nd day of January A.D. 1844. Your Orator further States (with due defference to your Honors) that the Court to whom the case was referred, a jury being dispensed with mistook the evidence with refference to the rent of a certain building or shop, allowing to the said Hensel, some twenty dollars, which your Orator Charges would not have been done had it not have been for their mistaking the evidence, and also, that the whole of said Judyment is unjust and against good equity which would make the said Hensel in your Orators debt, Your Orator therefore prays that said defendants be compelled to answer all and singular the premises herein contained the same as though put by specific interrogatories, that said Steele be enjoined from further proceedings under said judgment at law, and execution, - and having no remedy by the strict rules of law. Your Orator further prays, that in consequence of the mistatements of said witness and the mistake of the Court, a re-examination may be had in such manner as to your honors may seem best, and such other and further relief as equity may require and as in duty bound your Orator will ever pray &c James Stewart, The State of Ohio Union County ss. I James Stuart, being duly sworn depose and say, that all the several matters & things, which are stated in the foregoing Bill, as from the information of others, I believe to be true, and that all the several other matters & things therein set forth, are true in substance, and in fact, James Stewart Sworn to and subscribed before me this is 30th day of December A.D. 1843 James Turner J.P. Said bill was endorsed, "I 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 $150,, dollars conditioned according to law Dec 30th 1843 Silas Q. Strong Apociate Judge. Said Bond was filed December 30, 1843 and reads in the words and figures following, to wit. Know all men by these presents that we James Stuart & Asahal Barmenter are held and firmly bound unto John Hensel in the sum of One hundred & 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 30th day of December A.D. 1843. The condition of the above obligation is such, that whereas

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the above named James Stuart has obtained an allowance of an injunc
:tion from Silas G. Strong an associate Judge of the Court of Common Pleas
of the County of Union, and State of Ohio to stay all further proceedings
upon a judgment obtained in said Court of Common Pleas, by the said
John Hensel, against the said James Stuart at the July term thereof
A.D. 1843 for the sum of thirty dollars & eighty four cents damages
and forty six & 84/100 dollars costs, until the matter thereof can be heard
in equity; Now if the said James Stuart, shall pay all monies and costs
due, or to become due, from him, the said James Stuart, in said judg
:ment at law, and all monies and costs, which shall be decreed against
him, the said James Stuart, in case said injunction shall be dis
solved, then this obligation shall be void; otherwise, in full force
and virtue in law, James Stewart (Seal) Asahel Parmenter (Seal)
Approved, this 30th day of December A.D. 1843. John Cassil Clerk. And afterwards
to wit: on the day & year last herein aforesaid the following Subpoena
issued, to wit: The State of Ohio, Union County, ss. To the Coroner of
the County of Union Greeting: We command you, that you sum
=mon John Hensel and William W. Steele to appear before the Judges
of our Court of Common Pleas, at the Court House, on the first day
of the term next ensuing, to answer a Bill in Chancery, exhibited
against them by James Stewart and this they shall in no wise omit
under the penalty of one thousand dollars; and have then and there
this writ (Seal) Witness John Cassil, Clerk of our said Court, at the
Court House this 30th day of December A.D. 1843 John Cassil Clerk
Said writ was endorsed "Injunction allowed and bond given
John Cassil, Clerk, returned endorsed, "I accept Service Decr 30th
1843 W.W. Steele. Served the within writ by reading to W.W. Steele Decr 30th
1843 & by copy attested Sent to John Hensel January 18th 1844 Wm. B. Franks
And afterwards, to wit: on the 16th day of April 1844 the defendants by Finch
and Jones their solicitors filed their demurer to the said Bill in the
words and figures following, to wit; And the said John Hensel comes and
demurs to the said bill of the said James Stewart & for cause of demurrer
shows that the said Stewart by his said bill has not made such a case as
entitles him to discovery from or relief against the said Hensel & prays
the judgt of the court whether he shall be compelled further to answer
the said bill & prays to be dismissed with his costs. By Finch & Jones his sols
And afterwards, to wit; on the 16th day of April A.D. 1844 This day
came the complainant by his Solicitor & moved the Court to dispolve the
injunction heretofore in this case by an associate Judge be dissolved
for want of equity in the bill & was argued by counsel & the Court in
consideration thereof do order the said injunction to stand dispolved and
thereupon the defendant filed his demurer to the bill & the cause by
consent of parties came on to be heard upon the bill and demurer & was
further argued by counsel and the Court being fully advised in the prem
=ises are of opinion that the said bill ought to be dismissed for want of equi
=ty appearing therein and the Court find that there is due to defendant
for his judgment and interest the sum of $32.22 and five per cent penalty
thereon, to wit, $1.61 & also for his costs in the said judgment enjoined the sum
of $48.95 amounting in all to Eighty two dollars & seventy Eight cents &
which cost and sum the said complainant is hereby ordered to pay

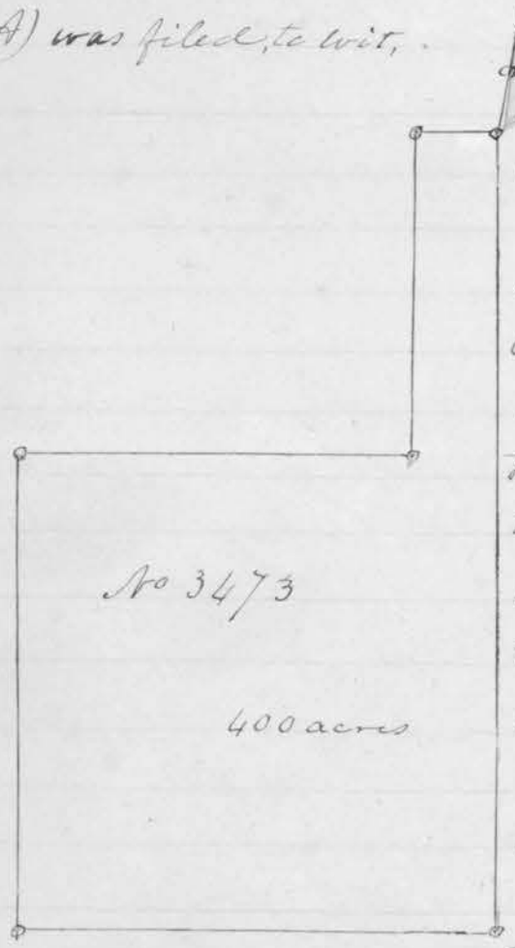
to the said defendant with interest within thirty days from the rising of this Court together with the costs of this suit & in default thereof that execution ipsue therefor as upon judgments at Law
Attest John Cassil Clerk. J P Sp

Cadwallader Wallace vs John Williams his heirs & Legal Representatives & the heirs and legal Representatives of Abraham Kirkpatrick

Pleas before his Honor Joseph R Swan Cyr President and Silas G. Strong. James R Smith and Christian Myers 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 sixteenth day of April in the year of our Lord one thousand Eight hundred and forty four. Be it remembered. that heretofore to wit: on the 14th day of April 1841. the Petitioner Cadwallader Wallace by Mason & Corbert his Solicitors filed his petition in Chancery which is 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 when in Chancery Sitting. Your Petitioner Cadwallader Wallace a Citizen of this State humbly Complaining Showeth unto your Honors he is now and for many years past he has been a deputy Surveyor duely appointed as such within & for the District known as the Virginia Military reservation lying between the Scioto and Little Miami Rivers in this State, and that as such Deputy Surveyor he caused an entry No 3473 of four hundred acres of land to be made for and in the name of one John Williams in virtue of a Military Land Warrant No 1036 in that part of the district aforesaid which now lies within the said County of Union and afterwards, to wit: on or about the 15th day of August 1831 he caused said Entry to be surveyed and a plat of said Survey No 3473. to be duly returned to the office of the Principal Surveyor for said District which tract of four hundred acres of land so returned and surveyed as aforesaid is Bounded and described as follows namely Beginning at a Stake North west corner to Edward Stubblefields Survey No 9901 & 1078. thence S 78 W 40 poles to a Stake North east corner to Robert. C. Bruce's Survey No 11043 thence S 12 E 160 poles to a Stake South East corner to said Survey, thence S 78 W 200 poles. to a Stake South west corner to said Survey, thence S 12° E 240 poles to a Stake in the Greenville Treaty line thence N 78° E 240 poles to a Stake South west Corner to Stubblefields said Survey. thence N 12° W 400 poles to the beginning as will more fully appear by a copy of the plat of said Survey Marked (A) and to which for greater certainty herein your Petitioner refers and prays that the same may be taken as part of this his petition. And your Petitioner further States besides making or causing to be made the Entry and Survey aforesaid he has fully paid all the expenses incident to executing said Survey for which services and by payments he has hitherto received no compensation or reimbursement whatever but for which he claims and believes he is entitled to receive according to the well established custom

& usage in such cases one fourth part of the said tract of land as the Locator's share, Your Petitioner does not know in what State or place the said John Williams resides, nor does he know whether he is living or dead, and if deceased who are his heirs or other legal representatives or where they reside. Your Petitioner therefore prays that the said John Williams may if living be made defendant or if deceased that his unknown heirs or other legal representatives may be made defend: ants to this his petition, and that notice of the pendency & prayer thereof may be given to him or them by publi: cation, and he or they required to answer the same, accord: ing to the Statute in such case made and provided, And Your Petitioner further prays that the title to one fourth or some other just and equitable part of said tract of land may by the decree of your Honor be vested in him, and that the same may be assigned and set off to him by metes and bounds to be held in severalty or that your Petitioner may have such other & further relief in the premises as may be consistent with Equity & good Conscience. ~ Mason & Corbet Sol for Petitioner. State of Ohio Union County ss. Personally appeared in open Court J. L. Corbet who on oath says that he has been informed & believes that the Statements in said Bill as to the residence of said John Williams if living & if deceased who are his heirs & the place of their residences are true as he verily believes. J. L. Corbet Sworn to & subscribed in open Court this 14 April 1841 Jas. H. Gill Exhibit marked (A) filed April. 14. 1841. reads in the words and figures following, to wit; N° 3473 - 400 acres, Surveyed for John Williams 400 acres of Land on a military Warrant N° 1036. on the waters of the Scioto river, begining at a Stake Northwest corner to Edward Stubblefields Survey N° 9901 & 10780 thence S 78 W 40 poles to a Stake Northeast corner to Robert & Bruce's Survey N° 11043 thence S 12 E 160 poles to a Stake Southeast Corner to said Survey; thence S 78 W 200 poles to a Stake South west corner to said Survey; thence S 12 E 240 poles to a Stake in the Greneille treaty Line; thence N 78 E 240 poles to a Stake Southwest corner to Stubblefields said Survey; thence N 12 W 400 poles to the beginning. and afterwards to wit on the 14th day of April A.D. 1841. On motion to the Court by Mason and Corbet counsel for the plaintiff, It is ordered that notice of the pendency of this suit and of the substance of the bill and prayer thereof be published for six consecutive weeks in the Ohio State Jour: nal a Newspaper of general circulation in Union County previous to the next Term of this Court to which time this cause is continued and afterwards to wit on the 3d day of November A.D. 1841. On motion to the Court by Mason & Corbet solicitors for the complainant leave is given to file an amended bill which is done accordingly and this cause is continued Said amended Bill filed November 3d 1841 reads in the words and figures following, to wit; Cadwallader Wallace complainant in the Bill filed in this Court against John Williams on the 14. April 1841 by leave of the Court amends the original Bill as follows that is to say, Your Petitioner states that the heirs of One Abraham Kirkpatrick dec'd or his other legal representatives devisees or assigns have or pretend

to have some claim legal or equitable to the land described in the original Bill, the precise nature of which is unknown to your Petitioner, nor does your Petitioner know who are the said heirs of said Abraham Kirkpatrick dec^{d} or other legal representatives, devisees or assigns whether living or not or if living where they reside. And your Petitioner prays that the said unknown heirs devisees, assigns or other legal representatives of said Abraham Kirkpatrick dec^{d} may be made defendants to the Bill of complainant and that notice of the pendency & pray may be given them by publication & they be required to answer the same according to the Statute in such case made and provided. Mason & Torbert Sol for Compt, State of Ohio Jackson County ss Personally appeared in open Court J. L. Torbert & makes oath that the Statements in this amended Bill as to who are the heirs, devisees, or other legal representatives of Abraham Kirkpatrick & where they reside if living are true as he is informed & believes.- J. L. Torbert.- Sworn to & subscribed this 3. Nov 1841 Sav. B. Gill Clerk. And afterwards to wit on the 26th day of April A. D. 1842 This cause was continued for publication, And afterwards, to wit; on the 30th day of August AD 1842 This day the complainant produced proof of publication of notice and thereupon on his motion this cause is continued And afterwards, to wit; And afterwards, to wit; on the 8th day of November A.D. 1842 This cause was continued. And afterwards to wit on the 18th day of April A.D. 1843 This cause was continued, And afterwards to wit; on the 5th day of July A.D. 1843 This cause was continued, And afterwards to wit on the 18th day of October A.D. 1843, The following Exhibit marked (A) was filed, to wit,



Surveyed for John Williams, 400 acres of land on a Military Warrant No. 1036, on the waters of Rush Creek Beginning at a Stake. Northwest corner to Edward Stubblefields Survey No 9901 + 107, 80 thence S 78 W 240 poles to a Stake, Northeast corner to Robert & Bruce's Survey No. 11043 thence S 12 E 160 to a Stake Southeast corner to said Survey thence S 78 W 200 poles to a Stake South West Corner to said Survey, thence S 12 E 240 poles to a Stake in the Greenville Treaty line, thence N 78 E 240 poles to a Stake Southwest corner to Stubblefields said survey thence N 12 W 400 poles to the beginning

Peter Jones } Cadwallader Wallace D. S.
John Lee } & & August 15th 1831
Charles Porter Mkr August 20th 1831

Surveyors Office for the Virginia Military District, within the State of Ohio. I. W. Marshall Anderson Surveyor of said Military District do certify, that the above Survey No 3473 for 400 Acres, is correctly transcribed from the records of this office, and that the files of this office show, that the entry No. 3473, was made by Cadwallader Wallace, and that the survey of said Entry was returned to this office by said Wallace. (Seal) Given under my hand and Seal of Office at Chillicothe, this 15th day of March 1841 and the 65th year of the Independence of the United States of America.

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W. Marshall Anderson. The Deposition of Matthew Bonner filed by Mason & Torbert Counsel for the Petitioner, on the 18th day of Oct =ober A.D. 1843 reads as follows, to wit; Matthew Bonner of lawful age now a resident of the County of Clark, Ohio Deponeth and saith in answer to questions propounded by the Counsel for petitioner That he was a Locator of Virginia Military Land Warrants commenc =ing the business about the year 1818 and continuing to do more or less at the business up to within a few years - part of the time he has acted as a Deputy Surveyor under Allen Latham Esq principal Surveyor. This Deponent thinks that the usual charge by the Locators for locating surveying and paying all the Expenses during this time was one fourth part of the land - Before that time (1818) I have understood from old Locators, such as Genl Lytle Mr Sullivant and others, that the Locator frequently got one third part. Cadwallader Wallace the petitioner did make the Location and Survey in the name of John Williams No 3473 for 400 acres and paid all the Expenses and further Deponant saith not. Matthew Bonner Oct 14th 1843 Sworn & Subscribed before me a Justice of the Peace in Clark County this 14th October 1843. E. Mayne J.P. And afterwards, to wit; on the 18th day of October A.D. 1843 This cause came on to be heard upon the original and supplemental Bills of Complainant, the Exhibits and testimony & was Submitted to the Court without argument and it appearing to the Court that the defendants have been duly notified by publica =tion according to law of the pendency & prayer of said Bills, and that they have failed to plead, answer, or demur, thereto & are in default therefor, it is ordered, adjudged, and decreed by the Court, that the same be taken as confessed - and the Court do further find from the testimony in the cause that the complainant made the Entry & Survey No 3473, and paid all the expenses incident thereto, as is alledged in said Original Bill, and that as Locator he is justly entitled for his services, and expenses by him paid to one Equal undivided fourth part of the lands in said Survey No 3473 as described in said Original Bill; in consideration whereof the Court do further order adjudge and decree that as many of the defendants as have already arrived at the age of Majority do within three months from this date, and as many ~~of~~ the defendants as are now minors, do within three months after they shall have arrived at the age of Majority respectively, convey to the complainant, by a good and sufficient deed in fee simple with proper covenants, all their right, title, interest, claim and demand both at law and in equity of in and to the one undivided equal fourth part of the lands in said Survey No 3473 as described in said origi =nal Bill: and it is further ordered adjudged and decreed that the Sheriff of Union County who is hereby appointed Master Commissioner for that purpose, do proceed by the oaths of Levi Phelps, Mains Watson, and Cyprian Lee three ju =dicious and disinterested free holders of said County, to set apart to complainant by metes and bounds, one Equal fourth

part of the lands in said Survey No 3473 to be held by said Com-
plainant in severalty free and clear of all claims of all and
any of the defendants therein and that he make report of his
proceedings herein to the next term of this Court to which this
cause is continued. And afterwards to wit; on the 16th day of
January A.D. 1844 the following writ issued to W.W. Steele Sheriff
of said Union County, to wit. Union Court of Common Pleas
Oct Term A.D. 1843 Cadwallader Wallace vs John Williams
his heirs & legal representatives & the heirs and legal represent-
atives of Abraham Kirkpatrick, In Chancery This cause
came on to be heard upon the Original and Supplemental
Bills of Complainant the exhibits and testimony & was
submitted to the Court without argument and it appearing
to the Court that the defendants have been duly notified by
publication according to law of the pendency & prayer of said
Bills, and that they have failed to plead, answer, or demur
thereto & are in default therefor, it is ~~decreed~~ ordered adjudged
and decreed by the Court, that the same be taken as confessed. And
the Court do further find from the testimony in the cause that the
Complainant made the entry & Survey No 3473, and paid all the
expenses incident thereto, as is alledged in said original Bill,
and that as Locator he is justly entitled for his said services and
expenses by him paid to one equal undivided fourth part of
the lands in said Survey No 3473, as described in said original
Bill; In consideration whereof the Court do further order adjudge
and decree that as many of the defendants as have already
arrived at the age of Majority, do within three months from
this date and as many of the defendants as are now minors
do within three months after they shall have arrived at the age
of Majority respectively, convey to the complainant by a good
and sufficient Warrantee Deed in fee simple with proper
covenants, all their right, title, interest, claim and demand
both at law and in Equity of in and to the one undivided equal
fourth part of the lands in said Survey No. 3473 as described in said
Original Bill; and it is further ordered, adjudged and decreed
that the Sheriff of Union County, who is hereby appointed Master
Commissioner for that purpose, do proceed by the oaths of
Levi Phelps, Mains Watson and Cyprian Lee three judicious and
disinterested freeholders of said County to set apart to complainant
by metes and bounds one equal fourth part of the lands in said
Survey No 3473 to be held by said Complainant in severalty free
and clear of all claims of all and any of the defendants therein, and
that he make report of his proceedings herein to the next term of
this Court to which this cause is continued. The State of Ohio
Union County ss I John Cassil Clerk of the Court of Common
Pleas within and for the County of Union and State of Ohio
do hereby Certify that the foregoing Entry is truly taken and
copied from the Journals of said Court (Seal) In testi-
mony whereof I do hereto subscribe my name and affix the
seal of said Court this Sixteenth day of January AD 1844
John Cassil Clerk. And afterwards, to wit; on the 16th day of

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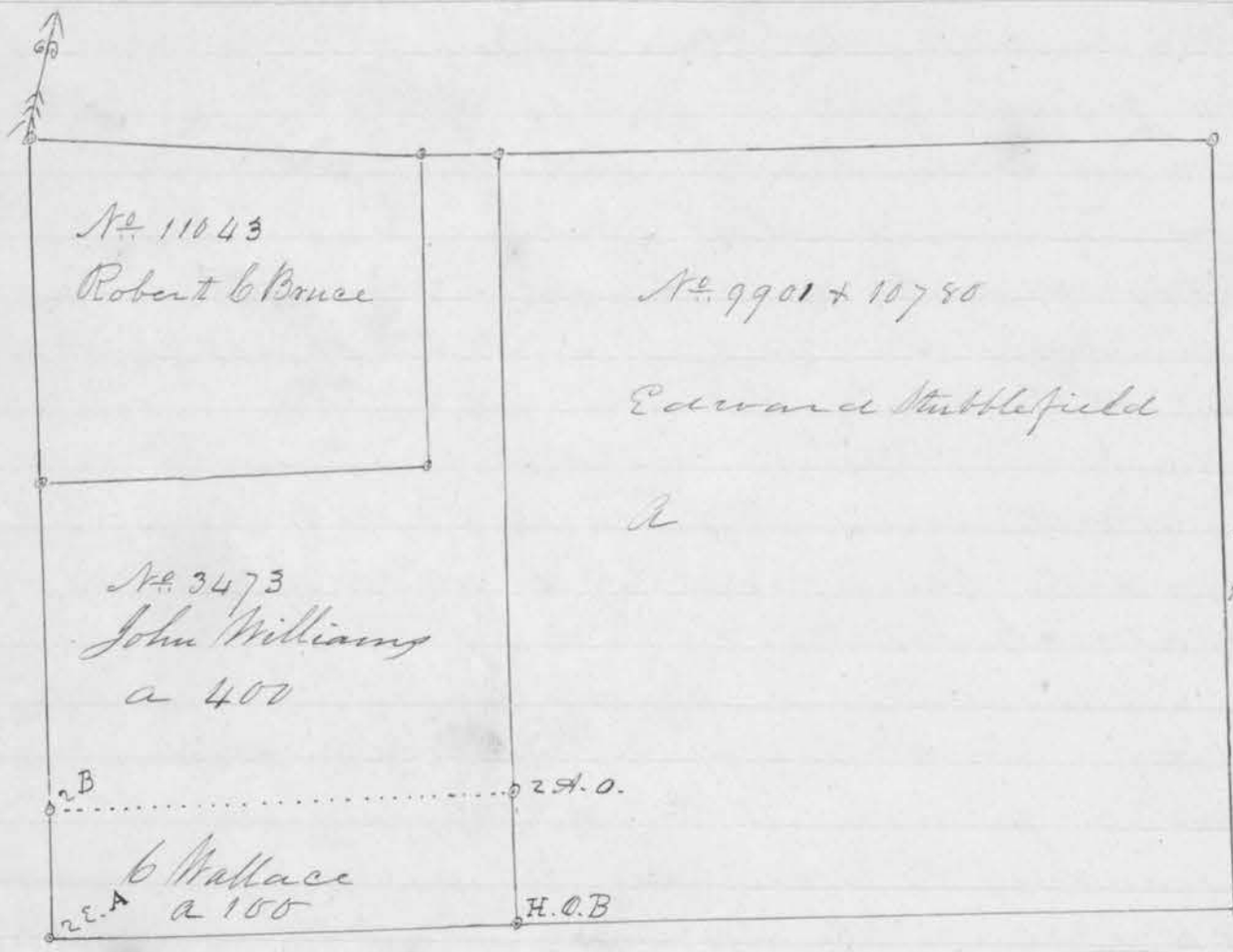
April A.D. 1844 The said Master Commissioner made his return in the words and figures following, to wit; I have executed the writ of partition and order hereto attached by the oaths of the within named Commissioners whose report is herewith returned and which I pray may be considered and held as a part of this my return Done this 16 day of April AD 1844 W.W. Steele Master Comsr — Which Said Report reads in the words and figures following, to wit; Union Court of Common Pleas. Cadwallader Wallace. Vs. John Williams his heirs & Legal Representatives & the heirs and Legal Representatives of Abraham Kirkpatrick. In pursuance of an Order from the Court of Common Pleas for the County of Union In the above Case I proceeded on the 11th day of April 1844 I proceeded to ascertain the Boundaries of Survey No 3473 in doing which I found it necessary to resurvey the adjoining Survey on the east, to wit; Survey No 9901 & 10780 in the name of Edward Stubblefield the Boundaries of said Stubblefield having ascertained I then commenced the running of Survey No 3473 Begining at five Black ashes North Westerly Corner to Edward Stubblefields Survey No 9901 & 10780 thence running by the present point of the needle S 79° 30' W 40 poles & marked a sugar tree & two Beeches as the North easterly Corner to Robert C Bruce Survey No 1043 thence by the present point of the needle S 10° 30' E 160 poles to a Stake thence S 79° 30 W 200 poles to a Stake thence S 10° 30' E 240 & marked an Elm & Blackash in the Greenville Treaty line thence with said line by the present point of the needle 240 poles to a Hickory red Oak & Beech Southwesterly corner to said Stubblefields said Survey thence with his line by the present point of the needle N 10° 30' W 400 poles to the begining, containing four hundred acres 2 Chain Carriers duly sworn. - Levi Phelps, Surveyor, William Patrick, Cyrus Phelps C Crs Beriah Miller Mkr Cadwallader Wallace vs John Williams & others, In compliance with the order from the Court of Common Pleas for the County of Union we the Subscribers after being duly sworn proceeded on the 12th day of April 1844 to lay off and set apart to complainant one equal fourth part of Survey No 3473 Containing one hundred acres, Begining at two Elms & a Blackash in the Greenville Treaty line, and Southwesterly corner to said Survey No 3473. thence with the line of said Survey as by the present point of the needle N 10° 30 W 66⅔ poles & marked two Beeches for a corner thence N 79° 30' E 240 poles & marked two Blackashes & a Burr Oak saplings in the line of Edward Stubblefields Survey No 9901 & 10780 thence with his line by the present point of the needle S 10° 30 E 66⅔ poles to a Hickory Red Oak & Beech Southwesterly corner to said Stubblefield in the Greenville Treaty line thence with said line S 79° 30 W by the present point. 240 poles to the Begining as will more fully by the adjoining Platt. Cyprian Lee Levi Phelps. Marius Brayton, Commissioners

(See Document page)



And afterwards to wit on the 16th day of April 1843 this cause was continued under former order

And afterwards, to wit; on the day and year first herein aforesaid. This cause coming on to be heard upon the proceedings of the Master Commissioner and also the report and proceedings of the Commissioners heretofore appointed by the Court and the same being considered by the Court, It is ordered and decreed that said proceedings and report be and the same are hereby approved and confirmed and that Cadwallader Wallace the Petitioner do hold in severalty and in his own right as an indefeasible Estate of inheritance the Share consisting of one hundred acres set off and assigned to him by the said Commissioners. And that the petitioner pay the costs of this suit to be taxed and that in default of the payment thereof in Sixty days after this date Execution may issue to Collect the same as on Judgments at Law
Attest John Coffee Clerk

James Hoge
vs
James B Dort

Pleas before his Honor Joseph R Swan Esqr President, and Silas G. Strong, James R. Smith and Christian Myers 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 Sixteenth day of April in the year of our Lord one thousand Eight hundred and forty four, Be it remembered that afterwards, to wit; on the 17th day of April 1844 James Hoge by Wilcox, Pierrepont & Hoge his attorneys filed the following declaration, to wit; The State of Ohio Union County, ss. The Court of Common Pleas, April Term, AD 1844 James Hoge Plaintiff in this suit Complains of James B. Dort Defendant in this suit, in a plea of Assumpsit;— For that whereas the said Defendant on the 16th day of April AD 1844 in the County aforesaid was indebted to the Plaintiff in the sum of 276.93 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 then and there a =tiff for the defe 93 dollars for so by the Defendan sum of 276.93 · Plaintiff on an the said Defen afterwards, on t =said, promised money on reque so to do,) has not them. nor any t dollars, and the Hoge his Attys, last herein afo the following April 16. 1844 $276.93) two hu cents, James, B L Bates or any o in any Court a judgment ag Co. for the sum Appeal in my of sixty days fr one hundred my hand and on the 17th day his Attorney to wit; And i ipsuing service promise in ma in his declarat Hoge has sust of Two hundred hereby waives for Deft. This a his declaration B. Stanton one Power of attor dependant an of notice of the t provided by t Case and there he did assum the said James confesses that th by reason there Dollars & Ninety

his request; also in the further sum of 276.93 dollars for work and labor then and there done and material for the same provided by the Plaintiff for the defendant at his request; also in the further sum of 276.93 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 276.93 dollars, found to be due from the Defendant to the Plaintiff on an account then and there stated between them. And the said Defendant in consideration of the premises respectively, afterwards, on the day and year last aforesaid, at the county aforesaid, promised the Plaintiff to pay to him the said several sums of money on request; yet the said Defendant (although often requested so to do,) has not paid the said several sums of money nor either of them, nor any thereof; to the damage of the said Plaintiff 276.93 dollars, and therefore bring suit &c By Wilcox Pierrepoint & Hoge his Attys, and afterwards, to wit; on the day and year last herein aforesaid Came the Plaintiff by his Attorneys and filed the following Power of attorney to Confess Judgment, to wit; April 16. 1844 Due James Hoge for the use of Thos P Hoge ($276.93/ two hundred and Seventy six dollars and ninety three cents, James B. Dort I hereby authorize and empower James L Bates or any other attorney at law in the State of Ohio to appear in any Court in said State at any regular term and confess a judgment against me and in favour of James Hoge of Franklin Co. for the sum of $276.93/100 and waive all error and subject of Appeal in my behalf and have execution stayed for the term of sixty days from this date, upon the whole Judgment and on one hundred dollars till the first day of December next Witness my hand and seal. James B Dort (Seal) And afterwards, to wit; on the 17th day of April A.D. 1844. The Defendant by B. Stanton his Attorney filed his plea in the words and figures following to wit; And the said James B. Dort now comes and waiving the issuing service of process acknowledges that he did assume and promise in manner and form as the said James Hoge hath in his declaration alleged and confesses that the said James Hoge has sustained damages by reason thereof to the amount of Two hundred & Seventy six Dollars & Ninety three cents, and hereby waives all error and right of appeal. B. Stanton Atty for Deft. This day came the Plaintiff by his Attorney and filed his declaration against the Defendant and thereupon came B. Stanton one of the attornies of this Court by virtue of a Power of attorney for that purpose executed by the said defendant and now to the Court here shown waived service of notice of the time and place of entering judgment as provided by Statute and receives a declaration in this case and thereupon for answer to the same says that he did assume and promise in manner and form as the said James Hoge hath in his declaration alleged and confesses that the said James Hoge has sustained damages by reason thereof to the amount of Two hundred & seventy six Dollars & Ninety three cents and hereby waives all Error and

right of appeal, It is therefore considered by the Court that the plaintiff recover of the said defendant the said sum of Two Hundred & Seventy Six Dollars & Ninety Three cents their damages aforesaid so as aforesaid confessed together with their Costs in this behalf Expended taxed at $
And by virtue of the same last mentioned power of Attorney all errors are released and all right and benefit of appeal waived, And it is further ordered that Execution be stayed for the term of Sixty days from this date, upon the whole judg=ment and on one hundred dollars till the first Day of Decem=ber next

Attest John Cassil Clerk

J R P—

William. N. Badley
vs
John. K. Broown

Pleas before his Honor Joseph R Swan Esqr President and Silas P. Strong, James R Smith and Christian Segan his associate Judges,

At a Court of Common Pleas begun and held at the Court house in the town of Marysville with=in and for the County of Union and State of Ohio, on the Eighteenth day of April in the year of Our Lord one thous=and Eight hundred and forty four, Be it remembered that on the 7th day of November A.D. 1842, William. N. Badley by A Hall his Solicitor filed a 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 in Chancery Sitting; Humbly Complaining Your Orator William. N. Badley of the County of Union, and State of Ohio, represents unto your Honors, That on or about the 26th day of May 1840. One John. K. Broown (of the County and State aforesaid whom your Orator prays may be made defendant to this bill) being in want of money applied to your Orator for a Loan=and then & there being or pretending to be seized in fee simple of a certain tract of Land situate in said County, and described as follows Part of Survey No 5497, Virginia Military Bounty land bounded and described as follows Beginning at a Sugar tree Ironwood and dogwood, Southwest Corner to Lot No 8 Thence North 9°. 25°. west. 126 poles to a Stake Thence South 80°. East 136 poles to a Sugar tree and hickory Thence South 9° 25 East 126 poles to a hickory and beech in the South line of the orig=inal Survey Thence with the line of said Survey Correcting the Course thereof North 81, 30" East 136 poles to the beginning, Con=taining one hundred & five acres more or less— desired to loan of your Orator the sum of two hundred and ten dollars to b secured by a Mortgage upon said premises, that your Orator did loan to said John. K. Broown the said sum of two hundred and ten dollars and thereupon the said Broown to secure the repayment of the same with lawful interest by his deed duly executed on or about the 26th day of May 1840. conveyed the same premises to your Orator in fee simple but subject nevertheless to a condition of defeasance on the payment of the said sum of Money with law=ful interest on or before the 26th day of October 1842 as in and

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by said Mortgage a copy of which is herewith filed and made part of this bill will fully appear. Your Orator further represents that neither the said sum of two hundred and ten dollars or any part thereof was paid to your Orator by the time limited in 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 sum of 210$ principal & a large amount of interest thereon being due & unpaid he applied to said Brown, and asked him to pay the same to your Orator but he has & does neglect and refuse so to do. Your Petitioner therefore prays the writ of Subpoena may issue against the said John H. Brown that he may be compelled to answer all & singular the matters & charges contain=ed in this bill that an account be taken of the amount of Principal and interest due your Orator upon said Mortgage, That said premises may be sold and the proceeds thereof applied to the payment of your ora=tors said Principal and interest. And that your Orator may have full relief according to equity and good conscience. By A Hall Sol for Complt. And afterwards, to wit; on the 8th day of Novem=ber 1842 The writ of Subpoena issued in the words and figures follow=ing, to wit; The State of Ohio Union County, ss. To the Sheriff of said County, Greeting; We command you that you Summon John H Brown to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said County Forthwith to answer the matters and charges contained in a Bill in Chancery exhibited against him by William N. Badley, and this he shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ, Witness John Gas=sil Clerk pro tem of said Court at the Court House in Marysville this Eighth day of November A.D. 1842 (Seal) John Gassil Clerk, Pro tem, Which writ was returned November 9th 1842 Endorsed Served by Certified Copy Nov 8. 1842 H H Steele Shff And afterwards to wit; on the 18th day of April 1843. This cause came on to be heard upon the Bill & exhibits, and the defendant having failed to plead, answer or demur to complainants bill, and the Court being fully advised in the premises do find that the equity of the case is with the complainant - and the Court do also find, that there is due to the complainant from the defendant the sum of $326,25 - and that the lands & premises described in complainants bill were conveyed by the defendant to the complainant to secure the repayment of said Sum, the Court therefore order adjudge & decree that the defendant do within ten days from the rising of this Court, pay to the complainant said Sum of $326,25, together with the costs of this suit - or in default thereof that said def=endant be forever barred & foreclosed from all equity of redemp=tion of, in & to said mortgaged premises in complainants bill described - And that the Master Commissioner of this Court pro=ceed to cause said premises to be appraised, advertised & sold at pub=lic auction, as upon executions at law - and that the money arising from said sale, he bring into this Court on the first day of the next Term thereof, to which time this cause is contin=ued. And afterwards to wit on the 5th day of July 1843

This cause is continued under former order. And afterwards, to wit; on the 18th day of October AD 1843 This cause was continued under former order. And afterwards to wit: on the 16th day of April this cause is settled and costs Paid

Attest John Capil Clerk J R Sp

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Page 306

Confirmed Sale

Rec'd

James Ward
vs
John D Irwin &
Robson & Boome

Pleas before his Honor Joseph R Swan Esq President and Silas G Strong James R Smith and Christian Myers 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 Sixteenth day of April in the year of our Lord one thousand Eight hundred and Forty three, Be it remembered that heretofore, to wit, on the 8th day of November AD 1842 James Ward by Mr Hall his Solicitor filed a Bill in Chancery 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~~ in Chancery Sitting, Humbly complaining Your Orator James Ward of the County of Union and State of Ohio, represents to the Court. That on the 30th day of August 1842 your Orator recovered judgment upon the law side of this Court, against one John D Irwin whom your Orator prays may be made defendant to this bill for the sum of two hundred and fifty one dollars and forty three cents damages and $10 Costs of suit. That on the 3d day of October 1842 your orator caused a writ of Execution (Fi fa) to be issued from the Clerks office of said County upon said judgment directed to the Sheriff of said County in due form of law. Which said writ was on the 8th day of Nov 1842 returned with the following endorsement, to wit: "Rec'd this writ Oct 3d 1842 Levied by instruction of Plaintiff on a lot of brick near the Methodist Church, a frame building used as a shop near the public square the wood work of two two horse waggons. Oct 7th 1842 Also upon the undivided half of In lot No 2. in Marysville known as the Military in said town appraised said undivided half of said lot by the oaths of Alexander Pollock, Jeremiah Curl & Jacob Bowzer at forty dollars Oct 29. 1842 advertized personal property for sale Nov 5th 1842 wood work of the waggons released by Atty upon proof that they were the property of Thomas Turner sold the shop for $13.75 the brick for $2.00 making in all $15.75 the residue not sold for want of time No other goods Chattels Lands or tenements found whereon to levy this writ. Your Orator further States that the property sold upon said Execution, together with the property remaining unsold & levied upon as aforesaid. if sold at a fair value will but little more than pay the costs of said suit at law. Your Orator here charges that it is useless to attempt to make your orators said judgment by Execution as the

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said John D Irwin has no other property subject to execu
:tion. Your Petitioner further charges that on or about the 7th
day of September 1835. the said John D Irwin by the name of
John Irwin purchased by title bond of one Robson L Broome of
said Cd (whom your orator prays may also be made a
defendant to this bill) the following piece or parcel of land,
to wit; Part of Margaret Bailys Subdevision of his two
thirds of Military Survey No 3557 Part of Lot No 2 of said
subdivision bounded as follows Beginning at the SE Cor
:ner of a lot sold by said Broome to Daniel Williams
and six rods from the SW corner of said Lot No 2 Thence
East sixteen Rods thence North 15 Rods thence west 16
Rods. Thence South 15 Rods to the Beginning containing
one & one half acres lying in the County of Union and
State of Ohio. Your Orator further charges that on the 8th day
of September 1835. the said Irwin paid said Broome the purchase
money in full for said Land and took his receipt therefor. Your
Orator further Charges that notwithstanding the premises. The
said Broome conspiring with the said Irwin to injure and de
fraud your Orator and prevent him from collecting his said
judgment - neglects and refuses to pass the legal title to said
Irwin. but on the contrary pretends sometimes that said
Irwin has no title either in law or equity in said premises
In tender Consideration whereof and in as much as your
Orator has no remedy upon the Law side of this Court. Your
Orator prays your most gracious writ of Suppoena. That
said John D. Irwin and said Robson L Broome may be
compelled under their oaths to answer all and singular the
matters and things contained in this bill as fully as though
they were put by specific interrogatories - That said Broome
answer whether he did not sell said premises to said Irwin
and whether the purchase Money has not long since been paid
in full. And on final hearing of this bill your orator pray
that the said Broome be decreed to convey said premises
as by his bond he is bound to do, and that the same may
by decree of this Court be sold to satisfy your orators said
judgment and such other and further relief as Equity
may give. A Hall Atty for Petitioner. And afterwards
to wit; on the 8th day of November AD 1842 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 that you summon John. D. Irwin and Robson
L Broome to appear before our Court of Common Pleas
in and for the County aforesaid at the Court House in said
County, forthwith to answer the matters and charges contain
:ed in a Bill in Chancery exhibited against them by James
Ward and this they shall in no wise omit under the pen
alty of one thousand dollars, and have you then there this writ
Seal Witness John Cyril Clerk pro tem of said Court at
the Court House in Marysville, this 8th day of November

A.D. 1842 John Cahil Clerk pro tem. said writ was returned endorsed. "Served by Certified Copies Nov 8. 1842 Wm Hale Sheriff. And afterwards to wit on the 22 day of April AD 1843. On Motion to the Court by Complainants Counsel it is ordered that the defendant John D. Irwin who has failed to plead answer or demur to complainants said Bill file his answer in this case within thirty days from the Service of this order or that an attachment issue for the body of the said John D Irwin which is now ordered and that he remain in the custody of the Sheriff until such answer be filed and further that he have him the said John D. Irwin before this Court at the next term to answer to such Contempt in disobeying this order And afterwards, to wit; on the 6th day of June A.D. 1843 the said John D. Irwin. by Otway Curry his attorney filed his said answer in the words and figures following, to wit; The Seperate answer of John D. Irwin defendant to the Bill of James Mand Complainant. The said John D. Irwin now comes, and for answer to the said bill of the said James Mand says, that it is true that said Mand recovered judgment against said Defendant on the 30th day of August 1842, as is charged in said bill of said Complainant; and that execution was issued against the defendant, and that said execution was returned endorsed as is charged in said Bill of said Complainant. And the defendant further answering says, that he is informed and verily believes that the proceeds of the property, sold under the aforesaid Execution will pay considerable more than the costs of the said suit at law; (all of said property so levied on by said Execution having been sold previous to the time of the filing hereof—) but how much more than the Amount of said costs, said proceeds will pay the said Defendant does not know. And the said Defendant further answering says, that it is true that he has no other property subject to Execution. And the said Defendant further answering says, that it is true that he purchased, by title bond of Robson & Broome, the said parcel of Land, part of Margaret Bailys subdivision of her two thirds of Military Survey 3531, as is charged in said Bill, but said defendant never received the legal title to said land, for the following reasons—first, because, as he is informed and verily believes said Broome has never been himself possessed of the legal title, & therefore could not convey to the defendant.—Second, because the Defendant and said Broome agreed that they would exchange lands, and accordingly delivered to each other title bonds for the lands exchanged. Said lands for which said bond was given by said Broome to the defendant being the same mentioned in said Bill; And it was agreed between the defendant and said Broome that as boot, the said Broome should pay all arrearages upon said land given by the defendant to said Broome, not exceeding $35,00 and that if said Broome should pay any more than said $35,00 said Irwin should refund the same to said Broome; and said Broome has been compelled to pay more than $35,00 on said land and the defendant has not refunded the same and said Broome has therefore declined to make a conveyance to the Defendant;— and said Broome receipted in full for the purchase money of said land, on said title Bond, at the time charged in said Bill but said Receipt would not have been endorsed if it had been

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And the Defendant
1842 sold said land
made no conveyance
And the Defendant
he stands charged
continued in said
to answer, he
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therein set forth
D. Irwin. Sworn
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been known that said Broome would have the aforesaid arrearages to pay, which he has since paid, greater in amount than $35,00 And the Defendant long since, to wit, on or about the 20th of June 1842 sold said land & said bond thereof to another person but has made no conveyance thereof for want of a legal title in himself. And the Defendant denies all fraud and Combination wherewith he stands charged and having thus fully answered all the matters contained in said Bill which he is advised it is material for him to answer, he prays to hence dismissed with his costs &c John D Irwin, I John D Irwin, 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 & things therein set forth are true in substance and in fact John D Irwin. Sworn to and subscribed before me this 5th day of June 1843. James Turner J P. and afterwards, to wit; on the 5th day of July 1843 Complainant by A Hall his Attorney filed his exceptions to the answer of the said John D Irwin in the words and figures following, to wit; Complt now comes and excepts to the answer of said John D Irwin for the following reasons 1st. Said answer is insufficient - does not make a full disclosure of the facts called for by the bill, 2nd. The answer avoids Complts Equity upon the land in question by stating he had sold it previous to the filing of the bill without disclosing to whom he has sold said land, 3d The answer does not deny or admit that the equity was at the filing of the bill & is at this time vested in Deft Irwin notwithstanding said pretended sale, 4th The answer is in other respects insufficient. A Hall Atty per Complt, And afterwards, to wit; on the 7th day of July AD 1843 Complainant by A Hall his Attorney filed his Exceptions to the answer of said Robson & Broome in the words and figures following, to wit; James Bond now comes and excepts to the answer of the said Robson & Broome for the following reasons 1st The answer is not sworn to according to Law. 2nd It is not responsive to the bill in any particular 3rd The said Broome is in Contempt with the Court for filing such an answer. By A Hall his Atty. And afterwards, to wit; on the 8th day of July AD 1843 In this cause it is ordered that the answer of Robson & Broome be Struck from the files. and that the said Broome file a further and sufficient answer in thirty days, and that the answer of the said Irwin be referred to the Master Commissioner of this Court, to report at the next term of this Court whether the same be responsive to the bill or discloses all the facts called for by the bill, and this cause is continued, and afterwards to wit; on the 16th day of September 1843 James. E. Wilson Master Commissioner of this Court filed his Report in the words and figures following, to wit; The Report of James. E. Wilson, Master in Chancery, to whom this cause stands referred, for the purpose of ascertaining whether the answer of said Irwin is responsive to the bill of Complainant, and discloses all the facts called for by the Bill, pursuant

to the interlocutory decree, rendered at July Term, A.D. 1843, The answer admits the truth of the allegations in the bill in reference to the judgment execution, and return; and also the allegation that said Irwin has no other property subject to execution. The bill avers that the property levied on will but little more than pay the costs of said suit at law The defendant in his answer, says that the proceeds of said property, according to his information and belief will pay considerably more than said costs The answer also admits the charge in the bill, relative to the purchase of the land therein mentioned, The answer is in all other respects responsive to the bill, and makes sufficient disclosures of the matters called for, except that said Irwin does not deny or admit that the equity at the time of the filing of the bill or since vested in him the said Irwin does not disclose to whom he sold said land. These matters, in my opinion he should specifically answer, Respectfully submitted, James E. Wilson Master Commissioner. And afterwards the Defendant John D. Irwin by O. Curry his Attorney, filed his exceptions to the said report of the said Master Commissioner in the words and figure following, to wit; Exceptions taken by the Defendant John D. Irwin to the report of James E. Wilson Master in Chancery, made in this cause, and filed Sept 16th 1843

1st For that the said Master in his report has stated that the answer of John D. Irwin is not responsive to the bill in that it does not deny or admit that the equity of said land at the time of said sale was in him the said Irwin

2nd For that the said Master in his report has certified that the said answer of said Irwin is not responsive to the bill in this that it does not disclose to whom the said land was sold by the said Irwin In all which particulars said Defendant excepts to said report. and appeals therefrom to the judgment of this Court. By O. Curry his atty, And Afterwards, to wit; on the 19th day of October AD 1843. This cause was submitted to the Court on exceptions to the answer of John D. Irwin, The exceptions are sustained by the Court and the Court do further order that the said John D. Irwin within Sixty days from the rising of this Court file his amended answer in this case with the Clerk and this cause is continued; And afterwards to wit; on the 18th day of October AD 1844 This day came the Complainant and this case is submitted to the Court upon the Bill of Complainant the defendants each failing to file herein their further amended answer in accordance with the Statute and rules of this Court the first having been stricken from the files on motion at a former term it is ~~further~~ therefore ordered, adjudged and decreed that the matters and things in Complainants said bill contained be taken as confessed as against the said John D. Irwin and Robson L. Broome Whereupon the Court do find that the lands described in Complainants bill were purchased of said Broome and the purchase money was paid in full by the said Irwin before the commencement of this suit to the said Broome in whom the Legal title still rests and is vested. The Court do further find that the entire equity of and in the said premises described is in the said John D. Irwin. The Court do further order adjudge and decree that the Sheriff of this County Wm W. Steele be appointed Special Master Commissioner herein and that on default of the payment to the Complainant by the said John D. Irwin of

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John S. Sutton
vs
John W. Cherry

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the sum of two hundred and sixty five dollars the amount of the judgement of the Complainant at Law including interest and also his costs within thirty days from the rising of this Court the said Master proceed to sell the equity in the premises described in Complainants said Bill in all things conforming to the Law therein regulating sales on execution and that he report his doings herein to the next term of this Court, and it is further ordered that Defendant John D Irwin pay the costs of this case within 30 days or execution ijsue as at Law

Attest John Capil Clerk.

John S. Fulton
vs
John W. Cherry

Pleas before his Honor Joseph R Swan Esqr President and Silas G Strong, James R. Smith and Christian Myers 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 Seventh day of April in the year of our Lord one thousand eight hundred and forty four, Be it remembered that heretofore to wit; on the 13th day of April AD 1843. The Defendant John W Cherry filed in the office of the Clerk of said Court. The following transcript from the docket of James Turner a Justice of the peace in and for said County of Union. to wit. State of Ohio Union County ss. John S. Fulton vs John W Cherry, Suit Brought on Account per bill filed for hauling goods &c Oct 11th 1842 Summons ijsued to John Hurley Const Returnable on the 15th day of Oct 1842

Justices Costs	
Summons	12½
Satisfac	10
Affidavit	25
Continuance	10
Swearing Wit	24
Judg	25
Bail Bond	25
This transcript	31¼
	$1.62 ¾

at 10. oclock A M which was Returned in due time by said constable endorsed Served by reading fee 0, 15. Oct 11th 1842 John Hurley Const, Oct 15th 1842, 10. O'clock parties appeared the Defendant asked a Continuance and on Good Cause shown by affadavit the cause was continued until the 26th day of Nov 1842 at 10 oclock A M Nov 26th 1842 10 oclock A M the parties appeared Trial had the Plaintiff was sworn to the validity of his Book account. Rodney Picket, Mains Mapon, was sworn and examined on the part of the Plaintiff. R L. Broome. Jobe Sullivant & George Cherry was examined on the part of the Defendant after hearing the evidence it is considered by me that the Plaintiff Recover of the Defendant a Judgment for the Sum of Twelve dollars and costs of Suit. In the Suit of John S Fulton against John W. Cherry. I, Charles P. Morse do acknowledge myself Bail for the said John W. Cherry for an appeal in the Sum of fifty dollars to be levied upon my goods and chattels lands and tenements if in case the said John W. Cherry the appellant fail to pay the Judgment and costs and costs that may accrue in the Court of Common Pleas. Charles P. Morse Taken signed and acknowledged Dec 5th 1842 James Turner J. P. I certify the within to be a correct Copy of the proceedings had before me April 13th 1843 James Turner J. P. And afterwards to wit on the 3[illegible] day of May AD 1843 The Plaintiff by Allison &

Hall his Attorneys filed his declaration in the words and
figures following, to wit; State of Ohio Union County ss.
Court of Common Pleas April Term A.D. 1843 John S
Sutton, vs. John W. Cherry. This Cause comes into Court by
way of appeal from the judgement of a justice of the Peace
Whereupon John S. Sutton complains of John W. Cherry in a
plea of assumpsit for that whereas the said defendant on or
about the 6th day of June A.D. 1842, at the County of Union
aforesaid, was indebted to the plaintiff on book account, in the
sum of thirty three dollars and fifty nine cents and 1/4, for the
price and value of the work and labour, care, and diligence
of the said plaintiff, before that time done, performed, and bes
=towed by the said plaintiff and with his horses, waggons
carts, and carriages, goods and chattels in and about the busi
=ness of the said defendant, and for the said defendant, and
at his special instance and request. And Whereas also
afterwards, to wit; on the day and year last aforesaid
at the County of Union, aforesaid, in consideration that the
said Plaintiff, at the like special instance and request of the
said Defendant had before that done, performed, and bestowed
other his work and labour, care and diligence by himself and
his servants, and with his horses, waggons, carts and carriages
goods, and chattels, in and about the business of the said
Defendant, and for the said Defendant, he the said def
=endant undertook, and then and there faithfully promised
the said plaintiff to pay him so much money as he therefore rea
=sonably deserved to have of the said defendant, when he the said def
=endant should be thereunto afterwards requested, And the said
plaintiff avers, that he therefore reasonably deserved to have of the said
defendant the further sum of thirty three dollars fifty nine 1/4 cents, to
wit; at the County of Union aforesaid whereof the said defendant after
=wards, to wit, on the day and year last aforesaid there had notice, And
whereas also the said defendant on the 6th day of June A.D. 1842 at the
County of Union aforesaid was indebted to the said plaintiff in thirty
three dollars and fifty nine & 1/4 cents, for the price and value of work and
labour then and there done, and materials for the same provided by
the plaintiff for the defendant at his request, And in thirty three dol
=lars and fifty nine & 1/4 cents 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 10th day
of June A.D. 1842 in consideration of the premises, then and there prom
=ised 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 ~~to the plaintiff~~ nor either of them, nor any part thereof
(although often requested so to do); to the damage of the plaintiff seventy five
dollars, and therefore he brings Suit &c. By Allison & Hall his Attys
And afterwards to wit; on the 6th day of July — A.D. 1843
this cause was continued at the Defendants costs. And after
wards, to wit; on the 18th day of October A.D. 1843 this Cause was
continued. And afterwards, to wit; on the 20th day of November

A.D. 1843. The D
his plea in the
Defendant now
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Daniel Wilson
vs
James Cleggage

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Union, in the of
Daniel Wilson
vs
James Cluggage
Debt $3,30
Justices fee 0.57
Constables fee 0.82
Witness fee
A.B. Roll 0.50

A.D. 1843. The Defendant by William C. Lawrence his attorney filed his plea in the words and figures following, to wit; And the said Defendant now comes and defends &c and says that he did not assume and promise in manner and form as the said John S Hutton hath in the several counts of his said declaration complained against him, and of this he puts himself upon the country and the said plaintiff doth the like by Wm C Lawrence his atty. And for further plea in this behalf by leave of the Court for that purpose first obtained the said Deft says that the said John S. Sutton ought not to have his aforesaid action against him because he says that the said promises if any such were made by this defendant were made on terms for the debt, Damage, and default of one Wm Rose and not for the debt, damage or default of this Defendant and that the said promises if any such were made, were not made in writing, nor signed by the parties as required by the Statute for the prevention of frauds and perjuries then and still in force in this State and this he is ready to verify wherefore he prays Judgment if the said John S. ought to have or maintain his action aforesaid against him the said John S. — Wm C Lawrence his atty - And afterwards to wit. on the 18th day of April A D 1844. This day came the parties by their attornies and submit this case to the Court upon the issue between the parties and the Court after hearing the proofs and allegations of the parties and argument of Counsel. It is considered by the Court and the Court do find that the defendant did not assume and promise in manner and form as the said plaintiff hath complained against him in consideration whereof it is ordered that the defendant go hence without day and recover of the plaintiff his costs in this behalf expended taxed at dollars and cents

Attest John Cassil Clerk, J R S

Daniel Wilson vs James Cluggage

Pleas before his Honor Joseph R. Swan Esqr President and Silas G. Strong James R Smith and Christian Myers 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 Sixteenth day of April in the year of our Lord one Thousand Eight hundred and forty four. Be it remembered that heretofore to wit; on the 10th day of May A.D. 1843 The

filed the following transcript from the Docket of Abijah Gandy a Justice of the peace in and for Leesburg Township in said County of Union, in the office of the Clerk of said Court, to wit

Daniel Wilson vs James Cluggage

The State of Ohio, Union County, Action of Debt April the 7th A D 1843. Suit brought on book account as per bill of particulars filed James Cluggage Dr. to fifteen days work at 9 dollars per month $5.05. April the 7th 1843 by application of the plaintiff summons was issued to any constable of Leesburg township returnable April 14th at 2 O'clock P M. Justices fee 12½ cents April 7th A D 1843 by order of the plaintiff Subpoena was issued for

Debt	$3,30
Justices fee	0,57
Constables fee	0,82
Witness fee A B. Noll	0,50

S Cooke — 0,50
I Severin 0,50
R Cluggage 0,50
Transcript 0 31½ paid

Aaron B. Aott, Sanford Cooke and James Severin returnable April the 14th 1843 at 2 oClock P. M of said day, Justices fees $00,20 cts April the 14th Summons returned in due time endorsed served on the within named defendant by Copy on the 8th inst fees taxed at $0032 cents, Wm B. Cook, Const. April the 14th AD 1843 the parties attended according to process and the trial was called and the witnesses examined according to law whereupon Judgment was rendered against the said defendant (James Cluggage) for the sum of three dollars and thirty cents and costs of suit; The State of Ohio Union County ss. I Abijah Gandy a Justice of the Peace in and for the township of Leesburg in the County and State aforesaid do hereby certify that the above is a correct transcript of the proceedings and judgment in the cause before me given under my hand and seal this 14th day of April AD 1843 Abijah Gandy (SEAL) In the above action of Daniel Wilson against James Cluggag I Francis Scott acknowledge myself bail for the appellant, in the sum of fifteen 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 (signed) Taken, signed and acknowledged, on this 14th day of April A.D. 1843 Abijah Gandy Justice Francis his mark Scott of the Peace — And afterwards to wit on the 17th day of July AD. 1843 The plaintiff by Otway Curry his attorney filed his declaration in the Clerks office aforesaid, in the words and figures following to wit; Union County ss. Court of Common Pleas July Term AD 1843, Daniel Wilson Complains of James Cluggage in a plea of assumpsit for that whereas the said James Cluggage on the first day of April 1843 at Union County Ohio, was indebted to the said Daniel Wilson in Twenty five 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 Twenty five 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 Twenty Five dollars for money then and there lent by the plaintiff to the Defendant at his request. — And in Twenty five Dollars for money then and there had and received by the Defendant for the use of the Plaintiff. — And in Twenty 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 second day of April 1843 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 Otway Curry his Atty. And afterwards, to wit; on the 4th day of October AD 1843. the said James Cluggage by Allison and Hall his Attorneys filed in the Clerks office aforesaid the following plea to wit; James Cluggage ads Daniel Wilson. In Union Common Pleas And the said James Cluggage comes and defends, &c and says that

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he did not assume and promise, in manner and form as the said Daniel Wilson hath declared against him; and of this he puts himself upon the country; and the said Daniel Wilson 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 Commencement of this suit, was and still is indebted to the defendant in the sum of Thirty dollars, for the price and value of goods before that time bargained and sold by the defendant to the plaintiff, at his request; and also in the sum of Thirty dollars for the price and value of boarding, washing, and lodging before that time furnished by the defendant, to and for the plaintiff, at his request, and also in the sum of thirty dollars for money found to be due from the plaintiff to the defendant on an account before that time stated between them; - and also in the sum of Thirty dollars, for the damage sustained by the defendant by reason of the plaintiffs non performance of his contract, and that the defendant will set off on said trial so much of the said several sums of money so due and owing from the said plaintiff to the said defendant, against any demand of the said plaintiff to be proved on 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 ballance of said several sums of money due to the said defendant; according to the Statute in such case made and provided. And also, that the work mentioned in the said plaintiffs bill of particulars, was performed by plaintiff on an entire contract between him and defendant, for one months work, and that by reason of plaintiffs failing to perform said months work the defendant is not bound to allow him anything per rata. By Allison & Hall his attys. And afterwards, to wit; on the 18th day of October A D 1843, before the Court of Common Pleas aforesaid, this cause was continued And, afterwards, to wit; on the 17th day of April A D 1844 before the Court of Common Pleas aforesaid. This day came the parties by their Attorneys, and neither party demanding a Jury. This cause was submitted to the Court and argued by counsel, and the Court being fully advised in the premises do assess the damages of the said Daniel Wilson to one Dollar and eighty seven and a half cents: Therefore it is considered that the said Daniel Wilson recover of the said James Clugage the said sum of one dollar and eighty seven and a half cents, his damages aforesaid in form aforesaid assessed; and also his costs in this behalf expended taxed at J K P

Attest John Capil Clerk

Farmery Hemenway Administrator of the estate of Samuel Patch deceased
vs
Jacob Brown & Emanuel Brown

Pleas before his Honor Joseph R. Swan Esq President, and Silas G Strong, James R. Smith and Christian Myers 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 sixteenth day of April in the year of our Lord one thousand Eight hundred and forty four. Be it remembered that heretofore, to wit; on the 12th day of October A.D. 1843 Farmery Hemenway administrator of the Estate of Samuel Patch deceased filed in the Clerks

office of the Court aforesaid. the following transcript from the docket of William A. Robinson a Justice of the Peace within and for the Township of Darby in the County of Union aforesaid, to wit:

Jarmary Hemenway
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Jacob Brown and
Emanuel Brown

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July 15th AD 1843. Suit brought by amicable agreement by both parties - on note of hand which reads thus Oct 28th 1833 for value received I promise to pay Samuel Patch Twenty five dollars by the 25th of December next with Interest. as witness my hand - Signed Jacob Brown. Emanuel Brown. July 15th 1843. note filed parties present the Defendant claiming that the note has been paid, the defendant adjourned the above cause to the 29th day of July 1843. at 1. o'clock P. M. July 27th 1843 The Defendant demanded subpenas for Wm Cooperider Christopher Brown & Precilla Brown to appear as witnesses in the above Cause at 1. o'clock P. M. on the 29th day of July 1843, July 29th 1843 the above subpenas returned served by Defendant July 29th 1843. 1. o clock P. M. Defendant appeared - Plaintiff failed to appear Trial had in absence of Plaintiff. Christopher Brown & Wm Cooperider Sworn and examined in the above Cause - on hearing the Evidence It is considered by me that the defendant recover of the Plaintiff the Sum of Twenty one Dollars and fifty cents and costs of suit and costs that may accrue, August 7th A.D. 1843 In the action of Jarmery Hemenway administrator of the Estate of Samuel Patch deceast against Jacob Brown & Emanuel Brown. We Stephen Patch & Thomas Robinson do acknowledge ourselves bail for the appealent in the sum of Fifty dollars to levied of our goods and chattles lands and tenement in case the appealant shall be condemned in the above action, and shall fail to pay the condemnation money, and costs that have accrued, or may accrue in the Court of common Pleas Signed Thomas Robinson Stephen Patch, Taken signed and acknowledged this Seventh day of August 1843 before me Wm A Robinson J.P. (Seal). I do hereby certify the above to be a true Copy from my Docket in the above cause Wm A. Robinson J.P. (Seal) And afterwards to wit: on the 22. day of November A.D. 1843, the said Jarmery Hemenway by Allison & Hall his attorneys filed in the Clerks office aforesaid, the following Declaration, to wit: State of Ohio Union County. ss. Court of common Pleas October Term AD 1843 This cause comes into Court by way of Appeal from a Justices Court whereupon Jarmery Hemenway as administrator of Samuel Patch deceased complains of Jacob Brown and Emanuel Boown in a Plea of assumpsit, for that whereas the said defendants, on the 28th day of October A.D. 1833. at the County of Union aforesaid, made their promissory note in writing, and then & there delivered the same to the said Samuel Patch, then in full life, and thereby promised to pay to the said Samuel Patch, Twenty five dollars by the 25th of December next ensuing after the date of said note with interest: 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 with interest, to the
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with interest, to the said Samuel Datch, according to the tenor and effect thereof. Yet the said defendants (although often requested) have disregarded their promises and have not paid the said sum of money nor any part thereof to the said Samuel Datch in his lifetime, nor to the said Farmery Hemenway as his administrator, to the damage of the said Farmery Hemenway as administrator as aforesaid One hundred dollars, and thereupon he sues &c. And the said Farmery Hemenway brings into Court here his letters of administration duly granted &c. By Allison & Hall his attys. And afterwards, to wit: on the 20th day of March AD 1844 the said Jacob Brown and Emanuel Brown by W.C. Laurence their attorney filed in the Clerks office aforesaid the following plea, to wit: Jacob Brown & Emanuel Brown ads Farmery Hemenway. Union Com Pleas In Aff and the said Jacob Brown now comes and defends &c and says that he did not assume and promise in manner and form as the plaintiff has complained against him and of this he puts himself upon the Country and the plaintiff doth the like by Wm C Lawrence his atty. The plaintiff and his counsel will take notice that the Defendant on the trial of this case will insist and prove that at the commencement of this suit and long before and before the death of the said Samuel Datch, the said Samuel was indebted to the plaintiff for the price, value, and wages of work and labor done and performed by this Defendant and his Servants for the plaintiffs intestate and at his request in the sum of one hundred dollars. And also in the further sum of one hundred dollars for money paid to Complainant for the use of this defendant. And in the further sum of one hundred dollars on an account Stated between the plaintiff and this Dependant on book account due from Decedent in his life time and further this Dept will insist and prove that after the said promissory note in plffs Declaration mentioned become due and before the commencement of this suit that this Defendant paid off and discharged the full amount of said note and interest then due the said decedent to the said Samuel in his life time. And on trial Dept will ask Judgment for the amount of the above accounts or so much thereof as he prove is Just and due against the said plaintiff. By Wm C Lawrence Atty for Dept. And afterwards, to wit; on the 18th day of April AD 1844 before the Court of Common Pleas aforesaid, This day came the parties and submit this case to the Court and after hearing the proofs and allegations of the parties joined and in mature deliberation thereof the Court do find that the said defendants did not assume and promise in manner and form as the said plaintiff hath complained against them, it is therefore ordered and adjudged that the Defendants go hence and recover of the plaintiff as such administrator their costs in this behalf expended taxed at dollars and cents

Attest John Cassil Clerk

J R Jun

George Hegendeffer &
Margaret Hegendeffer
Godlieb Rupricht &
Catherine Rupricht
vs
Andrew Krautline
John Peter Krautline
Mary B Krautline &
Mary M Krautline

Pleas before his Honor Joseph R Swan Esqr President, and Silas G. Strong, James & C Smith and Christian Myers 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 16 th day of April in the year of our Lord one Thousand Eight hundred and forty four, Be it remembered that heretofore, to wit; on the third day of November in the year of our Lord one Thousand Eight Hundred and forty one, George Hegendeffer Margaret Hegendeffer, Godlieb Rupricht & Catherine Rupricht by A Hall their attorney filed in the office of the Clerk of said Court of Common Pleas a certain Petition 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 petitioners George Hegendeffer & Margaret Hegendeffer his wife (formerly Margaret Krautline and Godlieb Rupricht & Catherine his wife (formerly Catherine Krautline) represent unto your Honors, that they have a legal right to and are seized in fee simple of Two undivided Sixth parts of the following real estate to wit: Situate in Union County Ohio, Part of Survey No 2256 Entered in the name of Edward Dowse Bounded as follows Begining at 2 ashes & 2 Elms in the original west line of said Survey at N. W. Corner of George Adam Ells Survey of 280 acres Thence with the line of said Ells Survey North 77° 15 E 293 poles to an oak. ash & Elm. Thence N 9° 45 West 68 poles to two ashes. Thence South 77° 15 West 68 poles to four Sugar trees & west original line of said Survey No 2256. Thence with said line South 9° 45 East 68 poles to the begining. And your Petitioners further State that Andrew Krautline John Peter Krautline Mary Barbara Krautline & Mary Margaret Krautline (infant heirs of John Peter Krautline) are Coparceners with your Petitioners in the said premises. Your Petitioners therefore pray, that partition of said lands may be made and that undivided Sixth part of said real estate may be set off to each of your Petitioners, and that if such partition cannot be made without manifest injury that such other proceedings may be had as are authorized by Law. A Hall Sol for Petitioners. And afterwards, to wit; at the April term of said Court A.D. 1842 this cause on motion was continued, And afterwards, to wit; at the August term of said Court A.D. 1842 this cause was continued, And afterwards to wit; at the November term of said Court AD 1842. this cause was continued. And afterwards, to wit; at the April Term of said Court AD 1843 this cause was continued, And afterwards to wit at the July Term of said Court AD 1843 this cause was continued, And afterwards, to wit; on the 18th day of October AD 1843 this cause was continued. and afterwards, to wit; on the 19th day of October A.D. 1843 the said Andrew Krautline for himself filed in the Office of the Clerk of said Court his consent in the words and figures following, to wit: George Hegendeffer et al, vs Andrew Krautline et al. In Partition in Union Court Common Pleas. Andrew Krautline appears, waives all further delay in the premises & asks that an order of Partition be now entered in due form, and in accordance with

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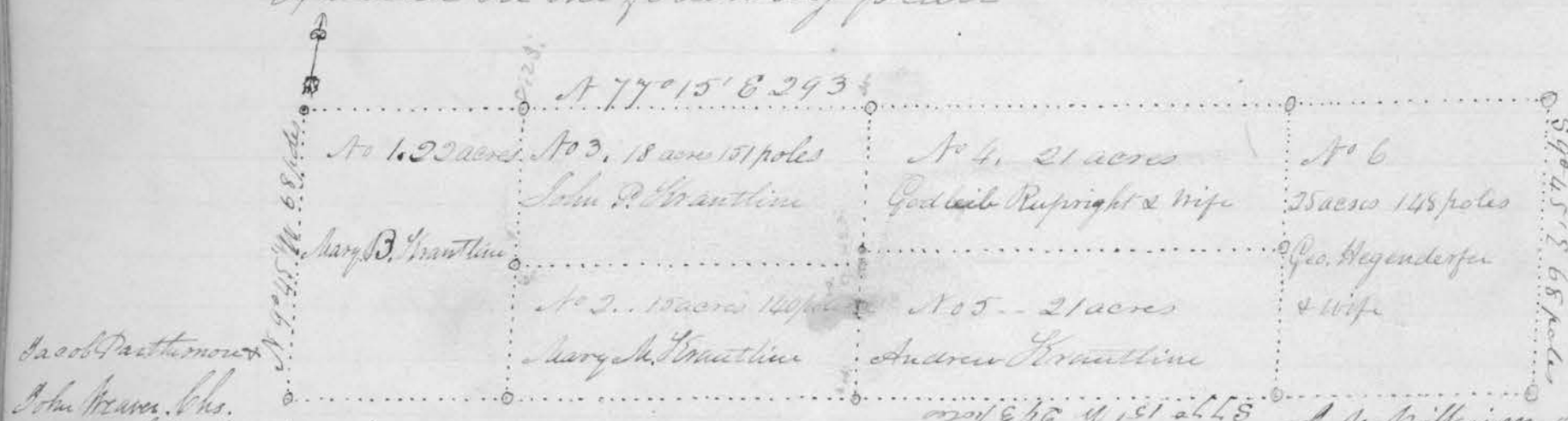
with the prayer of the Partition Oct 19th 1843 Andrew Krautline, And afterwards to wit on the day and year last herein aforesaid Philip Snider Guardian and Guardian ad litem for the infant defendants filed his consent in the words and figures following, to wit; George Hegendeffer et al vs Andrew Krautline et al. In Union Common Pleas. In Partition. Philip Snider, Guardian and Guardian ad litem for John Peter Krautline, Mary Barbara Krautline & Mary Margaret Krautline now appears and says that the prayer of said Partition should be granted and asks that partition of said premises be partitioned accordingly Oct 19, 1843 Philip Snider. And afterwards, to wit; on the 19th day of October AD 1843. Ordered that the Continuance of this case heretofore entered be opened up and the same being submitted on the Bill and answers in Consideration it is ordered that by the oaths of Joseph Gibson, Jacob Barthemore & John Beaver an equal sixth part of the lands and tenements in said petition discribed be set of to George Hegendeffer & Margaret Hegendeffer his wife and one Equal sixth part to Godleib Rupright & Catherine Rupricht, and to Andrew Krautline one Equal Sixth part & to John Peter Krautline one equal sixth part, and to Mary Barbasa Krautline one equal sixth part and to Mary Margaret Krautline one equal sixth part and it is further ordered that a writ of Partition issue to the Sheriff of Union County to cause said partition to be made accordingly. And afterwards to wit on the 20th day of October the following writ of Partition issued to the Sheriff of said County. to wit. The State of Ohio, Union County, ss. Court of Common Pleas October Term 1843. George Hegenderfer, et al vs Andrew Krautline et al. In Partition. Ordered that the Continuance of this case heretofore entered be opened up and the same being submitted on the Bill and answers, in Consideration it is ordered that by the oaths of Joseph Gibson, Jacob Barthemore & John Beaver an Equal Sixth part of the lands and tenements in said petition described be set off to George Hegenderfer & Margaret Hegenderfer his wife, and one Equal Sixth part to Godleib Rupright & Catherine Rupright, and to Andrew Krautline one Equal Sixth part & to John Peter Krautline one equal sixth part & to Mary Barbara Krautline one equal sixth part & to Mary Margaret Krautline one Equal Sixth part and it is further ordered that a writ of partition issue to the Sheriff of Union County to cause said partition to be made accordingly. I John Cahil Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio do hereby certify that the foregoing is truly taken and copied from the Journal of the proceedings of said Court (SEAL) In testimony whereof I do hereto Subscribe my name and affix the Seal of said Court this 20th day of October A.D. 1843 John Cahil Clerk. Said writ was returned October 30th 1843 Endorsed "I have Executed the within writ by the oaths of the within named Commissioners whose report is herewith filed A Cummings Dep. Sheriff. Said Report reads in the words and figures following to wit. George Hegenderfer et al. vs Andrew Krautline et als. Union Common Pleas. In Partition. In obedience to an order hereto annexed to the Commissioners for that purpose named in said order (having first been duly Sworn) proceeded to make partition of said lands, in manner following, to wit: To Mary Barbara Krautline Lot No 1 containing twenty two acres, Beginning at two ashes and two Elms. original South West corner of said Lands running thence N 9° 45' W 68 poles to four sugar trees. Thence N 77° 15' E 51 poles and 19 links to a wild Cherry & two sugars Thence S 9° 45' E 68 poles to an ash Hickory &

Dog-wood. Thence S 77° 15' W 31 poles & 19 links to the beginning - To Mary Margaret Krantline Lot No 2 Containing fifteen acres 140 poles. Beginning at an ash & and Dogwood S. E. corner to Lot No 1 thence running N 9° 45' W 31 poles to a stake Thence N 77° 15' E 82 poles to a white ash and Wild Cherry Thence S 9° 45' E 31 poles to two ashes. Thence S 77° 15' W 82 poles to the beginning. - To John Peter Krantline Lot No. 3. Containing 18 acres 151 poles. Beginning at a wild Cherry & 2 Sugars Thence N 77° 15' E 82 poles to a Stake in the line of B Bishop's Land. Thence S 9° 45 E 37 poles to a Hickory, Sugar & ash & thence S 77° 15' W to a Stake N. W. corner to Lot No 2 thence N 9° 45 W 37 poles to the beginning. To Gotlieb Rupright & Wife Lot No 4 Containing twenty one acres. Beginning at a Hickory, Sugar, and ash & Thence N 9° 45' W 34 poles to a Stake in the line of B Bishops Land and N. E. corner to Lot No 3 Thence N 77° 15 E 99 poles to a Stake in the centre of the John Weaver Road. thence with said road S 9° 45 E 34 poles to a Stake in said Road, thence S 77° 15' W 99 poles to the beginning. To Andrew Krantline Lot No. 5 Containing twenty one acres. Beginning at a Stake in the centre of the John Weaver road Thence running S 77° 15 W 99 poles to 2 ashes S. E. Corner to Lot No. 2 - thence N 9° 45' W 34 poles to a Hickory Sugar & ash S W. Corner to Lot No. 4 thence N 77° 15 E 99 Poles to a Stake in the J Weaver Road S. E. Corner to Lot No 4 thence S 9° 45 E 34 poles to the beginning To George Hegenderfer and Wife Lot No. 6 Containing twenty five acres and 148 poles. Beginning at a Stake in the centre of the John Weaver Road. S.E. Corner to Lot No. 5. thence with said Road N 9° 45 W 68 poles to a Stake in said Road N. E. Corner to Lot No 4. thence N 77° 15 E 61 Poles to 2 ashes an original Corner to said 125 acres thence S 9° 45' E 68 poles to an ash, Oak & Elm another original Corner of said Land thence S 77° 15 W 61 poles to the beginning. All of the above Lots are Exhibited on the following platt



J. M. Wilkinson Surveyor

We the Subscribers Commissioners named in the order hereunto annexed. After being duly Sworn, James M. Wilkinson Surveyor and the Chain carriers also being duly Sworn proceeded on the 21st day of October 1843 to survey and set off to the several persons named in said Order the Lands described in the Petition for Partition, as described in the foregoing platt and field notes. Given under our hands this 31st day of October AD 1843 John Weaver, Joseph Gibson Jacob Parthemor, Commissioners. And Afterwards, to wit; on the 18th day of April in the year of Our Lord one thousand Eight Hundred and forty four, before the said Court of Common Pleas, On motion to the Court by Mr Allison Counsel for the Petitioner and upon producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners herein before appointed, and the same being examined It is ordered that said proceedings and report be and the same are hereby approved and confirmed; and that the said parties hold in severalty the shares set off and assigned to each respectively by the said Commissioners. and it is further ordered that the costs and expenses of this suit [illegible]

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Attest John Bass

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Attest John Cassil Clerk

J. Lawrence

Charles Wilson
vs
Fanny Wilson et al

Pleas before his Honor Joseph R Swan Esqr President and Silas G. Strong, James R. Smith and Christian Ayers 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 Sixteenth day of April in the year of our Lord One thousand eight hundred and forty four. Be it remembered that heretofore to wit on the 23rd day of April AD. 1842 Charles Wilson filed in the office of the Clerk of said Court a certain Petition in Chancery in the words and figures following to wit: To the Honorable the Court of Common Pleas when in Chancery sitting. Your Petetioner Charles Wilson a resident of said County of Union respectfully represents to the Court that he is entitled to and owns two tenth or one fifth of the following described Land Lying in said County to wit Part of Survey No 5506, on Blues creek Begining at 2 Beeches & Iron-wood and Sugar tree S.E. Corner of John Gamble thence N 30 E 160 poles to 3 beeches thence S 10 E. 100 poles to 3 Elms. Thence S 80 W 160 poles to two beeches and an Ironwood. Thence North 10 West 100 poles to the beginning containing one hundred acres more or less, and your Petitioner further Shows that the remaining four fifths are owned Share and Share alike by Thomas W. Powel of Delaware in this State Susan Winchester formerly Susan Wilson and Miles her husband and Fanny Wilson of Laport County Indianna who are of age and Daniel Wilson aged 20 years George 16. Luther 14. Deliverance 9 years and Ralph 11. years all of this County and minors your Petitioner therefore prays that they may be made Defendants to this petition. Your Petitioner further Shows that Belinda Knott and Aaron her husband have had and are entitled to dower in the premises assigned The Prayer of your Petitioner is that on the final hearing of this case partition of said premises may be ordered and such other proceedings had as to enable your Petitioner to obtain his share in severalty, or the value thereof as the same is rather the subject of contention than of Profit to the owner as now controld and he prays other and further releif in the premises and as in duty bound he will ever pray &c By W Blawrence his Sol. And afterwards, to wit, at the April Term of said Court A.D. 1842. On Motion of Mr Lawrence counsel for the complainant, It is ordered that A Hall be appointed Guardian ad litem for the infant defendants to complainants Petition & thereupon the said Hall appeared in open Court and accepted said appointment and there upon this cause is Continued. And afterwards to wit, at the August Term of said Court A.D. 1842. this cause was continued, And afterwards to wit, at the November Term of said Court AD 1842 This cause was continued And afterwards, to wit: on the day of The said Guardian ad litem filed his answer for said infant defendants in the words and figures following, to wit; Daniel Wilson, George Wilson, Luther Wilson Deliverance Wilson and Ralph Wilson by their Guardian ad litem A. Hall ads Charles Wilson In Chancery partition. The said Defendant now come by their Guardian ad litem, and for answer thereto say that they cannot deny but must admit the matters and things as charged

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in the petition of the said Charles Wilson and that they submit their case to the Court praying to be discharged with their costs in this case expended and as in duty bound they will ever pray &c By A Hall their Guardian ad litem And afterwards, to wit; At the April Term of said Court A.D. 1843, this day the complainant produced proof of publication of notice, and thereupon on his motion, this cause is continued, And afterwards, to wit; At the July Term of said Court A.D. 1843. This cause came to be heard upon the Bill and answers of the infants by their Guardian and was argued by counsel and the said Fanny Wilson and others still failing to appear plead, answer, or demur it is ordered that the Bill be taken for confessed as against them and it is ordered that by the oaths of Cyprian Lee, John Johnson, & William B Irwin one full and equal fifth part of said premises be assigned to the petitioner subject to the dower of Celinda Stott on the same as heretofore assigned by order of this Court and it is further ordered that a writ of Partition issue to the Sheriff of this County commanding to make partition accordingly and return his doings herein to this Court And afterwards, to wit; on the 7th day of July A.D. 1843 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 without delay by the oaths of Wm B. Irwin Cyprian Lee & John Johnson, you cause, to be set off and assigned to Charles Wilson One equal fifth part of the lands following, to wit; one hundred acres more or less. Part of Survey No 5506 on Blues creek Beginning at 2 Beeches & Iron Wood and Sugar tree S.E. corner of John Gamble thence N 80 E 16 poles to 3 beeches. thence S 10 E 100 poles to 3 Elms thence S 80 W 100 poles to two Beeches and an Ironwood thence North 10 W 101 poles to the Beginning. 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 John Cahill Clerk of said Court at the Court house aforesaid this 7th day of July A.D. 1843. John Cahill, Clerk. Said writ was returned July 7th A.D. 1843, Endorsed. I have Executed this writ by the oaths of the within named Commissioners July 7. 1843. Ff W Steele Sheriff. The report of the Commissioners aforesaid is in the words and figures following to wit: In Compliance with the command of a writ of partition served upon the undersigned by the Sheriff of Union County, Ohio, Commanding us to set off to Charles Wilson one fifth part of a Lot of one hundred acres part of Survey No 5506 we would respectfully, report that after being duly Sworn proceeded to view said Lot of land and are of opinion that said Lot is not susceptible of a fair and equitable division, and we appraise said Land worth six hundred dollars with the encumbrance of the Widows dower. Given under our hands this 7th day of July 1843 William B. Irwin, Cyprian Lee, John Johnson, and afterwards, to wit; on the 8th day of July A.D. 1843. before our said Court; On motion to the Court by the Counsel of the Petitioner and upon producing the proceedings of the Sheriff and the report and proceedings of the Commissioners heretofore appointed and the same being examined, It is ordered that said proceedings and report are confirmed, and this cause is continued for Election. And afterwards to wit; At the October Term of said Court A.D. 1843 Neither of the parties electing to take said Estate at the valuation thereof as returned by said commissioners, On Motion of the petitioner. Ordered that said Estate be sold at public auction by the Sheriff of said County of Union according to the Statute in such case made and provided, And afterwards, to wit; On the first day of

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Attest. John C

Arthur Brichfield
vs
John A. Boyan, et. al

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November A.D. 1843 the following order for the sale of said estate issued from the Clerks Office aforesaid. to wit; The State of Ohio, Union County, ss Court of Common Pleas of October Term A.D. 1843. Charles Wilson vs Jenny Wilson et.al Chancery Petition for Partition Neither of the parties electing to take said estate at the valuation thereof as returned by the said Commissioners on motion of the petitioner Ordered that said estate be sold at public auction by the sheriff of said County of Union according to the statute in such case made and Provided. I John Cajsil Clerk of the Court of common pleas within and for the County of Union and State of Ohio. do hereby certify that the foregoing entry is truly taken and copied from the journals of said Court (Seal) In testimony where of I do hereto subscribe my name and affix the seal of said Court this first day of November A.D.1843 John Cajsil Clerk. said order was returned March 9th 1844 endorsed "Rec'd this writ Nov'r 1. 1844 I offered the property described in the Petition, at the Door of the Court House in the Town of Marysville, Having previously Advertised the same agreeable to the Statute in such cases made and provided, and said property being so exposed was sold, and struck off to David D. Welch (he being the highest & best bidder) and Four hundred dollars the sum bid for the land by the said David D Welch, being the two thirds of the appraised value Dec'r 4. 1843 W. P. Steele Sheriff' and afterwards, to wit; at the April Term of said Court A.D 1844. The Court this day having examined the proceedings of the Sheriff and the sale by him made upon the order of Court heretofore made, and being satisfied that said sale has in all respects been made in conformity to the Statute in such case made and provided, do order the Clerk to make an entry on the Journal, that the Court are satisfied of the legality of the sale and that he also enter an order on the Sheriff to make to the purchaser David D. Welch a deed for the Lands and tenements so sold all which is entered accordingly.

Attest. John Cajsil. Clerk.

Arthur Brikfield
vs
John A. Bryan, et. als.

Pleas before his Honor Joseph R. Swan Esq'r President and Silas G. Strong, James R. Smith and Christian Myers, his Assoc-iates, 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 16th day of April in the year of our Lord One thousand eight hundred eight Hundred and forty four. Be it remembered that heretofore, to wit; on the twenty second day of March in the year of our Lord one thousand eight hundred and forty three Arthur Brikfield filed in the office of the Clerk of said Court a certain bill in Chan-cery in the words and figures following, to wit; To the Honorable the Court of Common Pleas within and for the County of Union and State of Ohio. In Chancery Sitting. Your Orator Arthur Brikfield of the County of Logan and State aforesaid, represents and states to your honors, that on the 15th day of January 1841 one Joseph C Phiper of the County of Union aforesaid. made executed and deliver-ed to your Orator, a General Warrantee deed, which is herewith filed marked (A) and made a part of this bill, for the following described land, to wit; being part of Survey No 3480 lying Millcreek in the said County of Union, and State aforesaid, Beginning a 3 sugar trees, in the south of David Duncan's Survey No 3444. thence S. 10° W three hundred and thirty four poles to 2 hickories

and a lynn, thence N. 83°50' W 140 poles to 2 Beaches and a maple. Thence N 10 E 33 4/poles to 2 Buckeyes and an Elm, S 83°50' E 140 poles to the beginning, containing three hundred and three acres.— For which your Orator paid said Phifer Two thousand four hundred dollars, and took possession of the Land. A large portion of the above Consideration, arose from the indebtedness of said Phifer to your Orator, and the remainder said Phifer took the note of hand of your orator for. Your Orator further represents, that afterwards at the April Term A.D. 1841 of your honorable Court, as your orator is informed and believes One John A Bryan (then of Columbus, Ohio) (but now as your Orator is informed of the City of Washington District of Columbia,) obtained a Judgment against said Phifer, on the Law side of your honorable Court, for $ And also the said Bryan afterwards obtained an other Judgment against said Phifer on the Law side of your honorable Court, for $ on which judgments he afterwards, caused Executions to be issued to William H. Steele Sheriff of said County, by virtue of which Executions the said Steele, at the request of the said Bryan (as your orator is informed and believes,) made a levy on a part of the before described Land, to satisfy said Judgement against said Phifer, to wit; one hundred Acres of said Land described as follows, part of Survey No 3480 beginning at 3 sugar trees in the South line of David Duncan's Survey No 3444 thence S 10 Degrees W. 228½ poles to a Stake in the South line of D. Duncan's Survey, thence S. 83°50' E 70 poles to the beginning, Your Orator further represents, that said Steele Sheriff as aforesaid has by virtue of said Executions advertised said last described land for sale, on the 25th day of March A D 1843.— Your Orator further Charges, that said Phifer has no title to said Land, nor had not at the time said judgments were rendered against him. But that the title thereof was exclusively in your Orator. Your Orator therefore prays that the said John A Bryan & the said William H Steele may be made defendants hereto, And that an injunction be allowed to restrain the said Steele from all further proceedings on said writs And that on final hearing of this petition your honors, will decree said writs, to be perpetually injoined, ~~So far~~ as the above levies are concerned, And quiet your orators title from said Claims of the said John A Bryan And will grant your Orator such other and further relief, as Equity and good conscience may require, And your orator as in duty bound will ever pray &c P Bleole Sol for Complainant. State of Ohio. Logan County ss. Personally appeared before the Subscriber a Justice of the Peace in & for the said County of Logan, the aforesaid Arthur Crikfield who being by me Solemnly affirmed in due form of Law. Says, that all the several matters and things set forth in the foregoing bill, as from the information of others he believes to be true And that all the several other matters & things therein set forth are true in substance and in fact. Arthur Crikfield. Affirmed to & subscribed, before me this 21st day of March 1843 John Underwood jr J.P. Said Bill was endorsed." I allow an injunction as prayed for in this bill to be continued untill the further order of Court, and order the plaintiff to give bond and security to the defendants in the Sum of $100. dollars Conditioned according to Law Silas G. Strong Associate Judge. Ebibit marked (A) refered to in the foregoing bill and filed therewith reads in the words and figures following to wit This Indenture Made this 13th day of January in the year of our Lord One thousand Eight Hundred and forty one By and Between Joseph C. Phifer and Charity Phifer his wife of the County of Union and State of Ohio of the first part, and Arthur Crikfield of the County of Logan and State of Ohio of the

second part. Witnes
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second part. Witnesseth, that the said party of the first part, for, and in consider
-ation of the sum of Two thousand four hundred dollars lawful Money of the United
States, to them in hand well and truly paid, by the said party of the second part,
the receipt whereof is hereby acknowledged, Have granted, bargained, sold, aliened
released, conveyed, and confirmed, and by these Do grant, bargain, sell, alien
release, convey, and confirm unto the said party of the second part, his heirs,
and assigns forever All that tract or parcel of land lying on Mill creek
Union County, O. being a part of John McLanes Survey, No 3480. Virginia
Military.— Beginning at three sugar trees in the South of David Duncan's
Survey, No 3444. Thence S 10° W. three hundred and thirty four (334) poles to
two hickories and a Lynn. Thence N. 83° 50' W one hundred and forty (140) poles,
to two beeches and a Maple. Thence N 10° E. three hundred and thirty four
(334) poles, to two Buckeyes and an Elm. Thence S 83° 50' E, one hundred and
forty (140) poles to the beginning, containing and to contain Three Hundred
and three acres, be the same more or less, And All the estate, right, title,
interest, claim and demand whatsoever, of them the said party of the
first part either in Law or equity, of, in, and to the said premises and every
part thereof; Together with 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 so to be, with the appurtenances to the only proper use, benefit and behof
of the said party of the second part his heirs and assigns forever, and the said
Joseph C. Phifer and Charity his wife for themselves, their heirs executors
and administrators do promise covenant and agree to, and with the said
party of the second part his heirs executors, administrators and assigns that
they the said Joseph C. Phifer and Charity his wife, are the true and law
-ful owners of the premises hereby granted, and have good right full power
and lawful authority to sell and convey the same in manner aforesaid,
and that the same premises, with their appurtenances, are clear of,
and free from all incumbrances except as hereinafter specified whatever; And Further, that they the said
Joseph C. Phifer and Charity Phifer his wife for themselves, their heirs
executors, and administrators, will Warrant And For ever Defend the
aforesaid premises, with their appurtenances, and every part and parcel
thereof, unto the said party of the second part, his heirs and assigns, against the law
-ful demands of all persons whatsoever except a judgment in the Union Co Court
in favor of a Mr Kirk. In Witness whereof the said Joseph C. Phifer and Charity
Phifer his wife, parties of the first part, have hereunto set their hands and
and Seals the day and year first above written Joseph C. Phifer Seal Charity Phifer Seal
Signed, Sealed, and Delivered in Presence of R. F. Ferguson jr John Underwood jr. The State
of Ohio Logan County ss. I John Underwood jr a Justice of the Peace in and for the County
aforesaid, do hereby certify, that Joseph Phifer and Charlotte Phifer his wife personally
appeared before me, and acknowledged the Signing and Sealing of the above Deed
of Conveyance to be their act and deed for the purposes therein expressed; And the
said Charity Phifer being examined seperate and apart from her husband,
and the contents of said deed being made known and explained to her, declared
that she did voluntarily Sign, Seal, and acknowledge the same, and that
she is still satisfied therewith. In testimony whereof, I have hereunto set my
hand and seal, this 15th day of January 1841. John Underwood J.P.
Said Bond filed in the office of the Clerk of said Court on the 25th
day of March AD 1843 reads in the words and figures following, to wit;

Know all men by these presents that we Arthur Crihfield are held and firmly bound unto John A. Bryan in the sum of One hundred dollars to the payment of which we jointly and severally bind ourselves, our heirs, Executors and Administrators sealed with our seals, and dated this 23rd day of March A.D. 1843. The condition of the above obligation is such, that whereas the above named Arthur Crihfield has obtained an allowance of an injunction in the Court of Common Pleas of Union County and State of Ohio to stay all further proceedings, on a levy two Executions, now in the hands of William M. Steele, Sheriff of said County, in favor of said Bryan and against Joseph C. Phifer on the following premises which were executed as the property of said Phifer. The title to which is claimed by said Crihfield, to wit; part of Survey No 3480 beginning at three sugar trees, in the S line of David Duncan's Survey No 3444, thence S 10 D W 228½ poles to a Stake in the South line of D Duncans Survey thence S 83. 50' E 70 poles to the beginning until the matter thereof can be heard in Equity. Now if said Arthur Crihfield, shall pay all costs which shall be decreed against him in case said injunction shall be dissolved, then this obligation shall be void otherwise in full force and virtue in law. M Bentley (Seal) Wm Woods (Seal) Approved this 23d day of March AD 1843 John Cassil Clerk, And afterwards, to wit; on the 23d day of March A.D. 1843 the following writ of subpoena issued to the Coroner of said County of Union. To wit: State of Ohio Union County ss. To the Coroner of said County, Greeting; We command you to summon John A. Bryan and Wm M Steele 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 at ten o'clock, A. M. to answer the matters and charges contained in a Bill in Chancery Exhibited against them by Arthur Crihfield and this shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ. (Seal) Witness John Cassil Clerk of said Court at the Court House in Marysville this 23rd day of March A.D. 1843 John Cassil Clerk, said writ was endorsed Injunction allowed and bail given, John Cassil Clerk, said writ was returned endorsed "I acknowledge service of the within writ on me March 25th 1843 W M Steele" And afterwards, to wit; on the 12th day of June A.D. 1843 The said John A. Bryan filed in the Office of the Clerk of said Court the following answer to the Bill of the said Arthur Crihfield, to wit: To the Honorable Court of Common Pleas of the County of Union, State of Ohio. Your respondent, in answer to the Bill of Arthur Crihfield, filed in this Honorable Court, answering, Says, that your respondent as he is informed and verily believes, on or about the fourteenth day of April in the year of our Lord one thousand eight hundred and forty one, obtained two Judgments at law in the Court of Common Pleas of the said County of Union against the said Joseph C. Phifer in the Bill mentioned, for five hundred & seventy six dollars and sixty two and one half cents, each making, in all Eleven hundred and fifty three dollars and twenty five cents. That subsequent to the rendition of said Judgments, your Respondent obtained Execution upon the said Judgments, on which certain Lands were sold, leaving a balance of between five and six hundred dollars unsatisfied, due your Respondent on the said Judgments, upon which your Respondent is informed and verily believes a new execution was subsequently issued and levied upon certain lands of the said Joseph C. Phifer, which said lands are now claimed by the said

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Arthur Crihfield, as set forth in the Bill, upon the alledged ground, that, prior to the rendition of either of the said Judgments at Law in favor of your Respondent and against the said Joseph C. Phifer, he the said Crihfield had purchased the said lands of the said Phifer, and obtained a Warranty Deed for the same. Your Respondent denies the legal execution of the said Deed, as set forth in the Bill, and avers, as he is informed and verily believes, that if any such Deed was ever executed by the said Joseph C. Phifer to the said Arthur Crihfield, the same was not done in good faith, or for a valuable consideration but that the transaction was founded in deceit and fraud, and for the purpose of avoiding the debt of your Respondent. And your Respondent, for further answer to the said Bill answering says, that he is informed & verily believes that Arthur Crihfield the Complainant, was knowing, at the time of the Execution of the Deed in the Bill mentioned, as was also the said Joseph C. Phifer, of the pendancy of the suits against the said Phifer, in the Court of Common Pleas of Union County aforesaid, and that it was to avoid the payment, or collection of said demand due to your Respondent, that the said conveyance was made, as set forth in the said Bill. Your Respondent for further answer says that he has been put to great delay, trouble and expence, in the collection of his demand by means of said fraudulent conveyance from Phifer to Crihfield and he prays that the said injunction may be dissolved, & such further relief be granted as justice and equity may require between the parties. John A. Bryan. District of Columbia Washington ss. I John A. Bryan, being duly sworn do depose and say that the matters and things set forth in the written answer as above, are just and true according to the best of my knowledge and belief. John A. Bryan. Subscribed and sworn to this 25 day of May, 1843 before me James Laurenson Justice of the Peace, United States of America Department of State. To all whom these presents shall come Greeting, I certify, That James Laurenson whose name is subscribed to the paper hereunto annexed, is now, and was at the time of subscribing the same a Justice of the Peace for the County of Washington, in the District of Columbia, duly commissioned, and that full faith and confidence are due to his acts, as such. In testimony whereof, I, A. S. Legare Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed (Seal) Done at the City of Washington, this twenty fifth day of May A.D. 1843 and of the Independence of the United States of America the 67th A. S. Legare. And afterwards, to wit; at the July Term of said Court, to wit; on the 7th day of July A.D. 1843. Motion to dissolve the injunction overruled and this Cause Continued. And afterwards, to wit; on the 6th day of September A.D. 1843. the said Arthur Crihfield filed in the Clerks office aforesaid a replication in the words and figures following, to wit; Arthur Crihfield vs John A. Bryan. In Chancery. And the said Arthur Crihfield comes and says, that the matters & things set forth in his said bill are true in substance and in matter of fact, & that the matters and things set forth in the answer of the said John A. Bryan thereto, are untrue this he is ready to make appear as by this Court shall be directed, By P. B. Cole his Atty. And afterwards to wit; at the October Term of said Court, to wit; to wit on the 18th day of October A.D. 1843 This cause was Continued. And afterwards, to wit; at the April Term of said Court to wit on the 18th day of April A.D. 1843 This day came the parties by their attorneys, and submitted this cause to the Court upon the bill answer, exhibits, and testimony and the Court being fully advised in the premises, upon argument, do find the equity of the case with the defendants, and do order and decree that the injunction in this case be dissolved, and that the bill of the Complainant stand dismissed with costs, and that the said Complainant pay the costs of this suit within sixty days from the

rising of this Court, and in default thereof Execution ispue therefor as on Judgments at Law. Said Costs are taxed at
Notice of Appeal by Complainant.
Attest John Coffin Clerk

John Doe ex dem
Lyne Starling
vs
Richard Roe
Solomon Sager

Pleas before his Honor Joseph R Swan Esqr President and Silas G Strong James R Smith and Christian Myers 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 16th day of April in the year of our Lord one thousand eight hundred and forty four. Be it remembered that heretofore, to wit; on the 16th day of April 1844 came Lyne Starling by his Attorneys W & H Thomas, 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 figures following, to wit, Union County, ss. State of Ohio. Court of Common Pleas October Term, A.D. 1843. John Doe complains of Richard Roe for that Lyne Starling on the 1st day of January in the year of our Lord one thousand eight hundred and forty two at Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Lot No 3 (three) in Survey No 2647 in the name of R Stevenson, bounded as follows Beginning at 2 White oaks, 2 Sugars & Hickory upper corner to the W^m Robinson lot thence N 54° E 260 poles to a Hickory and ash Beech corner to W^m Robinson, thence N 36° W 84 poles to 2 Elms & Sugar, thence S 54° W 334 poles to 2 Sugars — thence S 36° E 111 poles to 2 Hickories & a Beech, thence S 54° W 327 poles to a Stake in the centre of Darby creek with 3 ashes & a Buckeye, thence down the course with the meandery thereof to the beginning — Containing one hundred and fifty acres more or less and also ten messuages, ten Cabins ten barns, ten Stables, ten orchards, ten out houses, ten yards, ten gardens, 150 acres of arable land, 150 acres of meadow land 150 acres of pasture land, 150 acres of wood land, 150 acres of land covered with water and 150 acres of other land, with the appurtenances, situate in said County of Union, To have and to hold the same to the said John, from the 1st day of February in the year aforesaid, for and during the term of twenty years, thence next ensuing: And also for that Lyne Starling on the 1st day of January in the year of our Lord one thousand eight hundred and forty two 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, 1000 acres of arable land, 1000 acres of meadow land, 1000 acres of pasture land, 1000 acres of wood land, 1000 acres of land covered with water, and 1000 acres of other land, with the appurtenances, situate in said County of Union; to have and to hold the same to the said John, from the 1st day of February in the year aforesaid, for and during the term of twenty years thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for

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John B. Cranston
Christopher Cranston

the several terms aforesaid; and the said John being so thereof possessed, the said Richard, afterwards, to wit; on the 1st day of March in the year of our Lord one thousand eight hundred and forty two 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 therefor he sues &c By H & W Thomas his attys. Mr Solomon Sager. 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 ejestor, 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 possession. Dated this 4th day of April A.D. 1844 Richard Roe. John Doe ex dem Lyne Sterling vs Richard Roe. John M Robinson of Union County Ohio makes oath and says, that he on the 5th day of April D 1844 did personally serve Solomon Sager tenant in possession of the premises in the within declaration mentioned, or a part thereof with a true copy of the within declaration and notice and at the same time acquainted the said Solomon Sager with the intent and meaning of the said declaration and notice. John M. Robinson Sworn to and subscribed before me this 5th day of April A.D 1844 Wm M. Robinson, Just Peace. And afterwards to wit on the day and year first herein aforesaid, before the Court of Common Pleas aforesaid, On motion, and it appearing to the Court that the declaration in this case was served on the Tenant in Possession Solomon Sager ten days previous to this Term. It is therefore ordered that the said Solomon Sager file the consent rule in this case by to morrow morning at 9 o'clock. And afterwards, to wit; on the 6th day of April, A.D. 1844 before the Court of Common Pleas aforesaid. This day came the said John Doe by his attorney, and the said Richard Roe though solemnly called came not but made default; Therefore it is considered that the said John Doe recover against the said Richard Roe his said term yet to come in the tenements aforesaid with the appurtenances.

J P

Attest John Cissil Clerk

John Doe. Ex dem
Ephraim Johnston
Stephen Johnston
John B. Johnston
Christopher Johnston

Christian Goul
vs
James W. Evans

Pleas before his Honor Joseph R Swan Esq President and Silas G. Strong James R Smith and Christian Meyers 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 first day of October in the year of our Lord one thousand Eight Hundred and forty four. Be it remembered that heretofore to wit on the 14th day of February A D 1844 Christian Goul by William G. Lawrence his attorney issued 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 James W. Evans to appear on the first day of our next Com. 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 Christian Goul in a Plea of Assumpsit, Damages one hundred and fifty Dollars. And have you then there this writ Seal Witness John Basil Clerk of said Court, at the Court House aforesaid this 14th day of February A.D. 1844 John Basil, Clerk. said writ was endorsed "Suit brot on a due bill given by Defendant to plaintiff on the 10th day of July 1843 for one Hundred and two dollars and Seventy four cents with interest from date and to be paid on the 1st day of January 1844 also on an account stated between them for money paid and lent &c. By Wm. G. Lawrence Atty for Plff. Said writ was returned to said Court by said Sheriff endorsed "Served by Certified copy Feb. 15. 1844 W. B. Steele Sheriff and afterwards to wit: on the 27th day of May A.D. 1844 the Plaintiff by his said attorney filed his declaration in the words and figures following, to wit; "State of Ohio Union County ss. April Term of the Court of Com Pleas 1844. Christian Goul complains of James W. Evans in a plea of Assumpsit for that whereas the said Evans on the 10th day of July 1843 at the County of Union aforesaid made his due bill in writing and delivered the same to the said Goul and thereby acknowledged to be due and promised to pay the said Goul one hundred and two dollars and seventy four cents with interest from date on the first day of January next (meaning the next after the date thereof which period has now elapsed, and the said James W. Evans then and there ~~promised to pay~~ in consideration of the premises promised to pay the amount of the said due bill to the said Christian Goul according to the tenor and effect thereof Yet the said James W. Evans has disregarded his promises and has not paid the said sum of money nor any part thereof To the damage of the plaintiff one hundred and fifty dollars and thereupon he sues &c by Wm G Lawrence his atty and afterwards to wit: on the day and year first herein aforesaid to wit: on the first day of October A.D 1844 before the Court of Common Pleas aforesaid: This cause came on to be heard and the defendant still failing to plead answer or demur to the declaration of the plaintiff but makes default whereupon it is considered by the Court that the plaintiff ought to recover his damages by reason of

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Samuel Ca
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Aquilla Tur
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Oliver C. S
vs
William W

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said Sheriff
June 27. 1844

the premises and neither of the parties requiring the intervention of a Jury and the Court being fully advised in the premises do find that the Defendant did assume and promise in manner and form as charged and the Court do assess the damages of the plaintiff by reason thereof to the sum of one hundred and ten dollars his damages aforesaid so as aforesaid assessed It is therefore considered by the Court that the plaintiff recover the said sum of one hundred and ten dollars damages aforesaid and also his costs herein expended taxed at cents And thereupon the plaintiff by his attorney comes and remits the sum of fifty dollars part of the above judgment leaving the balance of sixty dollars.
Attest John Cassil Clerk

Samuel Carter
vs
Aquilla Turner and
Thomas Turner

Pleas before his Honor Joseph H. Swan Esq. President and Silas G. Strong James R. Smith and Christian Meyers 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 October in the year of our Lord one thousand Eight Hundred and forty four. Be it remembered that heretofore to wit on the

Oliver C. Kennady
vs
William Walke

Pleas before his Honor Joseph H. Swan Esq. President and Silas G. Strong. James R. Smith and Christian Meyers 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 first day of October in the year of our Lord one thousand Eight hundred and forty four. Be it remembered that heretofore to wit: on the 25th day of June AD 1844 Oliver C Kennady by John B Young his Attorney issued 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 William Walke 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 Oliver C. Kennady in a plea of Assumpsit Damages $250.00 Dollars and have you then there this writ. (Seal) Witness John Cassil Clerk of said Court, at the Court House aforesaid, this 25th day of June A.D. 1844. John Cassil, Clerk. Said writ was indorsed "Suit brot on Note of hand given by deft. to plff for $175.00 with interest at 8 per centum, dated June 6th 1842. due at its date - which amt of principal & interest due & unpaid" John B. Young atty for Plff" June 24. 1844. Said writ was returned to said Court by said Sheriff endorsed served by certified Copy on Wm Walke June 27. 1844 Wm Steele Sheriff. And afterwards, to wit:

writ

Sheriffs return

on the 4th day of July A.D 1844 said Plaintiff by his said attorney filed his declaration in the words and figures following to wit: Union County, Court of Common Pleas of the Term of July A.D 1844 The State of Ohio Union County ss. Oliver C. Kennady, complains of William Walke in a plea of Assumpsit &c for that whereas the said William Walke on the sixth day of June in the year eighteen hundred and forty two at Union County aforesaid made his promisory note in writing and delivered the same to the said Oliver C. Kennady and thereby then and there promised to pay to the said Oliver C. Kennady or order one hundred and seventy five dollars at the date thereof with interest thereon at eight per centum per annum from said date, which period has now elapsed: Yet the said William Walke has not paid the said sum of money nor any part thereof to the said Oliver C Kennady, to the damage of the said plaintiff two hundred and fifty dollars. John A. Young Atty for Plff and afterwards, to wit: on the day and year first hereinaforesaid to wit on the 2nd day of October A.D 1844 before the Court of Common Pleas aforesaid, This day came the said Oliver C Kennady by Mr Young his attorney and the said William Walke though solemnly called, came not but made default. whereupon it is considered by the said Court that the said Oliver C Kennady 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 Oliver C Kennedy to one hundred and ninety nine dollars and thirty three cents. It is therefore considered by the Court that the said plaintiff recover of the said William Walke 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 at $
Attest John Cahill Clerk

J M Sp

James. Galloway
vs
Alexander Stillings

Pleas before his Honor Joseph H. Swan Esqr President and Silas G. Strong James B Smith and Christian Myers 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 first day of October in the year of our Lord one thousand eight hundred and forty four. Be it remembered that here before to wit: on the 16th day of April A.D 1844 James Galloway by Albert Galloway 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 Alexander Stillings 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 Galloway in a plea of Assumpsit Damages one thousand Dollars, and have you then there this writ &c Witness John Cahill Clerk of said Court, at the Court

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Notice of appeal
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hour aforesaid, this 16th day of April AD 1844 John Cassil
Clerk. Said writ was indorsed "This suit is brought upon a
promissory note given by Deft to Pltff or order for five Hun
=dred dollars with interest after the first day of April 1841
dated the 26th of February 1841 & payable on or before the first
day of May 1842. Also for money lent, had & rec'd, paid &c and on
an account stated. Amount now due $525 00. Albert Galloway
Atty for Pltff." Said writ was returned by said Sheriff endorsed
"Served by certified copy Apl. 17. 1844 W. W. Steele Shff. And after
wards, to wit: on the 20th day of April A D 1844 said Plain
tiff by Albert Galloway his attorney filed his declaration in
the words and figures following, to wit; "State of Ohio Union"
"County Court of Com Pleas of the term of April 1844. Union"
"County ss James Galloway complains of Alexander Stillings"
"in a plea of Assumpsit for that whereas the said defendant"
"on the 26th day of February 1841 at the County aforesaid made"
"his promissory note in writing & delivered the same to the said"
"Plaintiff & thereby promised to pay to the said Pltff or order Five"
"Hundred dollars with interest after the first day of April 1841 on"
"or before the first day of May 1842 which period has long since elapsed"
"& the said defendant then and there in consideration of the promises promised"
"to pay the amount of the said note to the said Plaintiff according to the tenor &"
"effect thereof. And also for that whereas the said Alexander Stillings on the"
"first day of April 1844 at the County aforesaid was indebted to the said"
"James Galloway in one thousand dollars for money then & there lent by the Plaintiff"
"to the defendant at his request: And in one thousand dollars for money then"
"& there paid by the Plaintiff for the use of the defendant at his request: and in"
"One thousand dollars for money then & there received by the defendant for the use"
"of the plaintiff: And in One thousand dollars for money found to be due from the"
"defendant to the plaintiff on an account then & there stated between them"
"And whereas the defendant afterwards on the day & year last aforesaid in consid"
"=eration of the promises. then & there promised to pay the said several sums of"
"money to the plaintiff on request. yet he hath disregarded his promise & 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 One Thousand dollars"
"& therefore he sues by his attorney, Albert Galloway". And afterwards
to wit: on the day and year first herein aforesaid to wit: on the
second day of October A.D. 1844 before the Court of Common Pleas
aforesaid. This day came the said James Galloway by his attorney, and
the said Alexander Stillings though solemnly called came not but
made default, whereupon it is considered that the said James Galloway
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 Galloway to Five hun
dred and sixty five dollars and forty eight cents, therefore it is
considered by the Court that the said James Galloway recover of the said
Alexander Stillings the said sum of Five hundred and sixty five
dollars and forty eight cents his damages aforesaid in form afore
=said assessed and also his costs in this behalf expended taxed at $ J R Sp
Notice of appeal by defendant.
Attest John Cassil Clerk

V

James Ward
vs
John D. Irwin &
Robson & Broome

Pleas before his Hon. Joseph R Swan Esq. President and Silas G. Strong. James R. Smith and Christian Myers his associates Judges. At account 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 October in the year of our Lord one thousand eight hundred and forty. Be it remembered that heretofore, to wit: on the 8th day of November AD. 1842 James Ward by A. Hall. his solicitor. filed a Bill in Chancery in the words and figures following, to wit: To the Honorable the Court of common Pleas in and for the County of Union in Chancery Sitting. Humbly complaining your Orator James Ward of the County of Union and State of Ohio represents to the Court. That on the 30th day of August 1842 your Orator recovered judgment upon the law side of this Court against one John D. Irwin whom your Orator prays may be made defendant to this bill, for the sum of two hundred and fifty one dollars and forty three cents damages and $10.45 costs of suit. That on the 3d day of October 1842 your orator caused a writ of Execution (fi fa) to be issued from the Clerks office of said County upon said judgment directed to the Sheriff of said County in due form of law. Which said writ was on the 8th day of Nov 1842 returned with the following indorsement. to wit: "Read this writ Oct 3d 1842 levied by instruction of Plaintiff on a lot of brick near the Methodist Church, a frame building used as a shop near the public Square. the wood work of two two horse waggons. Oct 7th 1842 also upon the undivided half of In lot No 2 in Marysville known as the Militia Square in said town appraised said undivided half of said lot by the oaths of Alexander Pollock Jeremiah Lowl & Jacob Bowzer at forty dollars. Oct 29. 1842 Advertized personal property for sale Nov 5th 1842 wood work of the waggons released by Plff atty upon proof that they were the property of Thomas Turner. sold the shop for $13.75 the brick for $2.00 making in all $15.75 the residue not sold for want of time. No other goods chattels Lands or Tenements found whereon to levy this writ. Your orator further States. That the property sold upon said execution together with the property remaining unsold & levied upon as aforesaid, if sold at a fair value will but little more than pay the costs of said suit at law. Your Orator here charges that it is useless to attempt to make your orators said judgment by Execution as the said John D. Irwin has no other property subject to execution. Your petitioner further charges that on or about the 4th day of September 1835, the said John D Irwin by the name of John Irwin purchased by title bond of one Robson & Broome of said Co (whom your orator prays may also be made defendant to this bill) the following peice or parcel of Land to wit: Part of Margaret Bailys subdivision of her two thirds of Military Survey No 3501 Part of Lot No 2 of said subdivision bounded as follows. Beginning at the S.E. Corner of a lot sold by said Broome to Daniel Williams and six rods from the S W corner of said Lot No 2 thence East 16

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sixteen rods thence North 15 Rods thence west 16 Rods thence South 15 Rods to the beginning containing one & one half acres lying in the County of Union and State of Ohio. Your Orator further charges that on the 8th day of September 1835 the said Irwin paid said Broome the purchase money in full for said land and took his receipt therefor Your Orator further charges that notwithstanding the premises. The said Broome conspiring with the said Irwin to injure and defraud your Orator and prevent him from collecting his said judgment. neglects and refuses to pass the legal title to said Irwin. but on the contrary pretends sometimy that said Irwin has no title either in law or equity in said premises. In tender consideration where=of and inas much as your Orator has no remedy upon the law side of this Court Your Orator prays your most gracious writ of subpoena that said John D Irwin and said Robson & Broome may be compelled under their oaths to answer all and singular the matters and things contained in this Bill as fully as though they were put by specific inter=rogatories That said Broome answer whether he did not sell said premises to said Irwin and whether the purchase money has not long since been paid in full. And on final hearing of this bill Your Orator prays that the said Broome be decreed to convey said premises as by his bond he is bound to do and that the same may by decree of this court be sold to satisfy your Orators said judgment and such other and full relief as Equity may give A Hall atty for Petitioner. And afterwards to wit on the 8th day of November AD 1842 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 that you summon John D Irwin and Robson & Broome to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County, forthwith, to answer the matters and charges contained in a Bill in Chancery exhibited against them by James Ward and this they shall in no wise omit under the penalty of one thousand dollars. and have you then there this writ. Seal Witness John Cassil Clerk protem of said Court at the Court House in Marysville, this 8th day of November A.D. 1842 John Cassil Clerk pro tem. Said writ was returned by said Sheriff endorsed "Served by Certified Copies Nov 8. 1842 W. W. Steele Sheff - - - And afterwards to wit on the 22nd day of April A.D. 1843 before said Court On motion to the Court by complainants Counsel it is ordered that the defend=ant John D. Irwin who has failed to plead answer or demur to complanants said Bill file his answer in this case within thirty days from the service of this orde or that an attachment issue for the body of the said John D Irwin which is now ordered and that he remain in the custody of the Sheriff until such answer be filed and further that he have him the said John D Irwin before this court at its next term to answer to such contempt in disobeying this order. And afterwards to wit on the 6th day of June A.D. 1843 the said John D Irwin filed his answer to the said Bill in the words and figures following, to wit; "The seperate answer of John D. Irwin, defendant" to the bill of James Ward complainant. The said John D Irwin reserving unto himself all manner of benefit and advantage of exception to the many errors uncertainties and insufficiencies in the said bill of complaint contained for answer to the said bill of the said James Ward says, that it is

true that said Ward recovered judgment against said Defendant on the 30th day of August 1842 as is charged in said bill of said Complainant; and that Execution was issued against the defendant, and that said Execution was returned endorsed as is charged in said Bill of said Complainant. And the Defendant further answering says that he is informed and verily believes that the proceeds of the property sold under the aforesaid execution will pay considerably more than the costs of the said suit at law (all of said property so levied on by said ~~Execution~~ having been sold previous to the time of the filing hereof) but how much more than the amount of said costs, said proceeds will pay the said Defendant, does not know. And the said Defend=ant further answering says, that it is true that he has no other property subject to execution. And the said defendant further answering says that it is true that he purchased by title bond of Robert Broome the said parcel of land, part of Margaret Bailys subdivision of her two thirds of Military Survey 35 31, as is charged in said Bill; but said defendant never received the legal title to said land, for the following reasons=first, because, as he is informed & verily believes said Broome has never been himself possessed of the legal title, & therefor could not convey to the defendant.— Second, because the Defendant and said Broome agreed that they would exchange lands and accordingly delivered to each other title bonds for the lands exchanged, said land for which said bond was given by said Broome to the defendant being the same mentioned in said Bill; and it was agreed between the defendant and said Broome that about the said Broome should pay all arrearages upon said land given by the defendant to said Broome, not exceeding $35.00, and that if said Broome should pay any more than said $35.00, said Irwin should refund the same to said Broome; and said Broome has been compelled to pay more than $35.00 on said land, and the defendant has not refunded the same; and said Broome has therefore declined to make a conveyance to the defendant.— And said Broome receipted in full for the purchase money of said land, on said title bond, at the time charged in said Bill. But said receipt would not have been endorsed if it had then been known that said Broome would have the aforesaid arrearages to pay, which he has since paid, greater in amount than $35.00 And the Defendant long since to wit; on or about the 20th of June 1843 sold said land & said bond therefor to another person; but has made no conveyance thereof for want of a legal title in himself. And the Defendant denies all fraud and Combination where with he stands charged. And having thus fully answered all the matters contained in said bill which he is advised it is material for him to answer, he pray to be hence dismissed with his costs, &c. John. D. Irwin.— I John D Irwin 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 & things therein set forth are true in sub=stance and in fact. John D. Irwin Sworn to and subscribed before me this 5th day of June 1843 James Turner J.P.

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And afterwards to wit: on the 5th day of July A.D. 1843 before said Court the Complainant by A Hall his Attorney filed his Exceptions to the said answer of the said John D. Irwin in the words and figures following, to wit: James Wood vs John D Irwin & Robson L Broome In Chy. In Union Common Pleas Complt now comes and Excepts to the answer of said John D. Irwin for the following reasons 1st Said answer is insufficient - does not make a full disclosure of the facts called for by the bill 2nd The answer avoids Complete Equity upon the land in question by stating he had sold it previous to the filing of the bill without disclosing to whom he has sold said land 3rd The answer does not deny or admit that the equity was at the filing of the bill & is at this time vested in Deft Irwin notwithstanding said pretended sale. 4th The answer is in other respects insuf=ficient. A Hall atty for Complt. And afterwards to wit: on the 7th day of July 1843 said Complainant by A Hall his attorney filed his bill of Exceptions to the answer of the said Robson L. Broome in the words and figures following, to wit: James Wood now comes and Excepts to the answer of the said Robson L Broome for the following reasons. 1st The answer is not sworn to according to law 2nd It is not responsive to the bill in any partic=ular 3rd The said Broome is in contempt with the Court for filing such an answer. By A Hall his atty. And afterwards to wit on the 8th day of July A D 1843 before the said Court In this case it is ordered that the answer of Robson L Broome be struck from the files and that the said Broome file a fur=ther and sufficient answer in thirty days. And that the ans=wer of the said Irwin be referred to the Master Commissioner of this Court to report at the next term of this Court whether the same be responsive to the bill or discloses all the facts called for by the bill and this cause is continued. And afterwards, to wit: on the 16th day of September A D 1843. the said Master Commissioner filed his report in the words and figures following, to wit: "The Report of James P. Wilson Master in Chancery, to whom this cause stands referred for the purpose of ascertaining whether the answer of said Irwin is responsive to the bill of Complainant, and discloses all the facts called for by the Bill, pursuant to the interlocutory decree rendered at July Term A.D. 1843, The answer admits the truth of the allegations in the bill in reference, to the judgment, execution, and return: And also the allegation that said Irwin has no other property subject to execution. The bill avers that the property levied upon will but little more than pay the costs of said suit at law. The Defendant, in his answer, says, that the proceeds of said property according to his inform=ation and belief, will pay considerably more than said costs. The Answer also admits the charge in the Bill, relative to the purchase of the land therein mentioned. The answer is in all other respects responsive to the bill and makes sufficient disclosures of the matters called for, except that said Irwin does not deny or admit that the equity at the time of the filing of the bill or since was vested in him the said Irwin, and does not disclose to whom he sold the said land

When matters in my opinion he should specifically answe
Respectfully Submitted James. E. Wilson Master Commissioner
And afterwards the Defendant John D Irwin filed his Exceptions to
the said Report of the said Master Commissioner in the words and
figures following, to wit; "Exceptions taken by the Defendant John D Irwin
to the report of James. E. Wilson. Master in Chancery. made in this cause
and filed Sept. 16th 1843. 1st For that the said Master in his report
has stated that the answer of John D. Irwin. is not responsive to the bill
in that it does not deny or admit that the equity of said land at
the time of said sale was in him the said Irwin. 2nd For that the
said Master in his report has certified that the said answer of said
Irwin is not responsive to the bill in this that it does not disclose
to whom the said land was sold by the said Irwin. — In all
which particulars said Defendant excepts to said report, and
appeals therefrom to the Judgment of this Court. By D. Curry
his atty. And afterwards, to wit; on the 19th day of October AD 1843
before said Court. This cause was submitted on Exceptions to the
answer of John. D. Irwin The exceptions are sustained by the Court and
the Court do further order that the said John D. Irwin within sixty
days from the rising of this Court file his amended answer in this
case with the Clerk. and this cause is continued. And
afterwards, to wit; on the 16th day of April 1844 said John
D. Irwin filed the following as his amended answer, to wit;
said John D. Irwin in amending his Answer to the bill of James
Ward. that on or about the 20th day of June 1842 he sold his
equity in the land mentioned in complainants Bill, and the said
John D Irwin since has had no claim to said land mentioned in
complainants Bill the price of said land was supposed to be 150
dollars and the said Irwin wishes that this honorable Court to
acquit him for he is a poor man and is not able to employ an attor
=ney - The attorney that the said Irwin had to file the answer that
he did file has left the Town of Sharpsville and if the said Com
plainant wishes to have a history of the said Irwins life the said
Irwin wishes to do so without the assistance of an attorney for they
work for pay. The said Irwin offers this as his amended answer
John D. Irwin Sworn to and subscribed before me this 16th day of
April AD 1844 James Lemmon J.P. And afterwards, to wit; on the 16th
day of April 1844 before said Court the said James Ward by Wm McLaurence
his solicitor filed his exceptions to said answer in the words and
figures following, to wit. In Chancery for hearing after the filing of
the second or amended answer of Defendant John D Irwin. And the
said James Ward by his counsel comes and again excepts to the amended
answer of the said John D Irwin 1st Because it is not respectful to
the Court. 2nd That it is filed after the expiration of the rule for
answer. 3rd That it is not responsive to the Bill. 4th That it does
not purport to answer fully the allegations of the Bill as to his
knowledge or belief 5th Because it irregular informal unsatis
factory defective and insufficient generally and answer by
Wm McLaurence Sol for the Compt. And afterwards to wit; on
the 18th day of April 1844 before said Court of Common Pleas

This day came
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L. Broome wherein
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This day came the Complainant and this case is submitted to the
Court upon the Bill of Complainant the Defendants each failing to file
herein their further answer in accordance with the Statute and
rules of this Court. The first having been stricken from the files on mo
=tion at a former term, it is therfore ordered adjudged and decreed
that the matters and things in complainants said bill contained
be taken as confessed as against the said John D Irwin and Robson
L Broome whereupon the do find that the lands described in complainants
bill were purchased of said Broome and the purchase money was paid
in full by the said Irwin before the commencement of this suit to the
said Broome in whom the legal title still rests and is vested the Court do
further find that the entire equity of and in the said premises described is in
the said John D Irwin. The Court do further order adjudge and decree that
the Sheriff of this County Wm W Steele be appointed Special Master Commission
=er herein, and that on default of the payment to the Complainant by the
said John D Irwin of the sum of two hundred and sixty five dollars the
amt of the Judgment of the Complainant at Law including interest
and also his costs within thirty days from the rising of this Court
the said Master proceed to sell the equity in the premises des
cribed in complainants said Bill in all things conforming to the
Law therein regulating sales on execution and that he report
his doings herein to the next term of this court, and it is further
ordered that defendant John D Irwin pay the costs of this case
within thirty days or execution issue as at Law. And afterwards
to wit: on the 22nd day of May A D 1846 the following order of sale
was issued to said Sheriff to wit: The State of Ohio Union County ss
I John Baxil Clerk of the Court of Common Pleas within and for the
County of Union and State of Ohio do hereby certify that the following
entry is truly taken and copied from the Journal of said Court
of the April Term Thereof A D 1846 to wit; April 18. 1846 3d day
James Wood vs John D Irwin & Robson & Broome. In Chancery. This day
came the Complainant and this case is submitted to the Court upon
the Bill of Complainant the Defendants each failing to file herein
their further answer in accordance with the Statute and rules
of this Court the first having been stricken from the files on motion at a
former term it is therfore ordered, adjudged, and decreed that the
matters and things in complainants said bill contained be taken as
confessed as against the said John D Irwin and Robson & Broome where
=upon the Court do find that the lands described in Compts bill were
purchased of said Broome and the purchase money was paid in full by the
said Irwin before the commencement of this suit to the said Broome in whom
the legal title still rests and is vested. The Court do further find that
the entire equity of and in the said premises described is in the said
John D Irwin. The Court do further order, adjudge and decree that the
Sheriff of this County Wm W Steele be appointed Special Master Commid
=sioner herein and that on default of the payment to the complainant
by the said John D Irwin of the sum of two hundred and sixty five
dollars the amt of the Judgment of the complainant at Law inclu
=ding interest and also his costs within thirty days from the rising
of this Court. The said Master proceed to sell the equity in the premises

described in Complainants said Bill. in all things conforming to the Law therein regulating Sales on Execution and that he report his doings herein to the next term of this Court. and it is further ordered that Defendant John G Irwin pay the costs of this case within 30 days or Execution issue as at Law. (Seal) In testimony whereof I do hereto subscribe my name and affix the seal of said Court this 22 day of May AD 1844 John Cassil, Clerk. And afterwards, to wit; on the 2nd day of July 1844 said Sheriff returned said order of sale, indorsed "Rec'd this order May 22nd 1844. I offered the property for sale at the Door of the Court House in the Town of Marysville Union County, Ohio. on the 25th day of June AD 1844. — Having previously given the legal Notice of the sale thereof and having the same appraised by the Oaths of Mains Mason. Rowland Lee & John Cleaver to Forty five dollars. And the said property being so offered for sale as aforesaid was sold and struck off to James Toard for the sum of Thirty Seven dollars & Fifty Cents, he being the highest and best bidder & that being the 2/3 of the appraised value thereof. W W Steele Sheriff. And afterwards, to wit; on the day and year first aforesaid, to wit; on the 3rd day of October 1844 before said Court. On motion to the Court by Messrs Allison & Hall Counsel for the plaintiff and upon producing a report made in this cause by William W. Steele Sheriff, Special Master Commissioner of this Court bearing date July 2nd 1844. 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 Master Commissioner Convey the said lands and tenements so sold as aforesaid, to the said James Toard in fee simple.

Attest John Cassil Clerk

John Cassil Guardian of Mary Moodie, an Idiot
vs
George Moodie
Clarissa Moodie
John Moodie
Henry Moodie
Elizabeth Jenkins
John Jenkins
Elias Moodie &
William Moodie

Pleas before his Honor Joseph H. Swan Esq. President and Silas G. Strong James K Smith and Christian Myers 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 October in the year of our Lord one thousand eight hundred and forty four.

Be it remembered that heretofore, to wit; on the fourth day of November AD 1844 John Cassil Guardian of Mary Moodie an Idiot. by Wm. B. Lawrence his Solicitor filed his petition in Chancery in the Clerks Office of said Court. in the words and figures following, to wit; "To the Honorable the Judges of the Supreme Court when in Session. Your Petitioner John Cassil Guardian of Mary Moodie an Idiot of said County of Union respectfully represents to your Honors that the personal property and means and rents and

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from the real estate of said Idiot are and have been wholly inade
:quate to supply of the wants and necessities of said Idiot as is made
appear by the appended Statement. That there is no other means
within your petitioners knowledge except by the sale of the real estate
of the said Idiot consisting of twenty five 1/4 acres in part of survey
#734 being known and designated upon the records of the County
of Union in the recorders office as Lot No (1) one on the sub division
of the lands of Roger Moodie Decesd. her father among his several
Heirs and Legal Representatives in Book 8th 325 & 6 page for the sup
port of said Idiot. That her part of sd lands is in part incumbered
by the Dower assigned Clarissa Moodie, relict of said Roger Decd
John Moodie, George Moodie, Henry Moodie, Elizabeth Jenkins &
John Hardman and Elias Moodie all of this County and Tom
Moodie who has gone to some part of Indianna who are her next
of kin and Heirs apparent, all of whom your petitioner prays
may be made defendants to this Bill and that they may be compelled to
answer all and singular the matters and things contained herein and
that on final hearing your Honor would order the sale of said land on
such terms and in such manner as may best conduce to the comfort
and interest of said Idiot and justice to her creditors and as in duty
bound your Petitioner will ever pray and so fourth By W. C.
Lawrence his Sol. And afterwards to wit on the 31st day of
August AD 1842. before said court. The petitioner this day produ
=ced proof of publication of notice, and thereupon on his
motion this cause is continued: and afterwards to wit: on
the 9th day of November AD. 1842 This cause coming on to be heard upon the
petition and testimony and the Defendants failing to appear, plead answer
or demur to said petition. it is considered that the petition as to said defend
=ants be taken for confessed. and it is ordered, adjudged, and decreed
that by the oaths of William Winget David Gill and James Reed
three judicious disinterested Freeholders of the vicinity, and of
kin to neither party the petitioner cause the premises in the
petition described to be appraised subject to the dower right
of Clarissa Moodie heretofore assigned and set off. and that
they make return of their proceedings to this court forthwith
and afterwards, to wit: on the Eleventh day of November the fol
=lowing order was issued, to wit: "On motion to the court, by Mr
Lawrence, counsel for the petitioner, it is ordered, that William
Winget. David Gill and James Reed, being first duly sworn, do upon
actual view of the premises, make a just valuation of the follow
=ing real estate, to wit: 25 1/4 acres, in part of survey No. 7734, being
known and designated upon the records of the County of Union
in the Recorders office, as lot No. one (1) of the subdivision of the
lands of Roger Moodie, deceased, her father among his several
heirs and legal representatives, in Book 8, pages 325 & 326 for the
support of said idiot Mary Moodie, subject to the widows (Clarissa
Moodies) right of Dower - and that they return such valuation to
the court of Common Pleas for Union County forthwith and that
the petitioner proceed thence to sell said premises subject to
such Dower according to law, at the Door of the Court House on 30

days notice Hereof. (Seal) Witness John Cassil, Clerk of said Court this Eleventh day of November, 1842. John Cassil Clerk. and afterwards to wit: on the day and year last herein aforesaid, said writ was returned indorsed: "To the Court of Common Pleas of Union County. In obedience to the within order, we, having been first duly Sworn in open Court, upon actual view of the premises, do estimate the just valuation of said premises at Seven dollars per acre, making in all the sum of one hundred and seventy six dollars and seventy five cents, subject to the dower incumbrance. Given under our hands this Eleventh day of November, 1842. James Reed, David Gill, Wm Conger. Appraisers. and afterwards, to wit; on the 11th day of November A.D 1842 before said Court; "On Motion to the Court by Wm Lawrence Counsel for the petitioner and upon producing the appraisement heretofore made upon an order of this Court, it is ordered that the said Guardian proceed according to law to sell the said real estate in the said petition described upon the following terms, to wit; one third cash in hand and one third in one year from the day of sale and one third and the balance in two years from sale with the deferred payments secured according to law and it is further ordered that he make return of his proceedings to the next term of this Court. and afterwards, to wit; on the 22nd day of April 1843 this cause was continued under a former order, and afterwards, to wit; on the 3th day of July 1843 this cause was continued under a former order, and afterwards, to wit; on the 18th day of October 1843 this cause was continued under a former order, and afterwards to wit on the 16th day of April 1844 this cause was continued under a former order. And afterwards, to wit; on the 3d day of July A.D 1844. the said John Cassil guardian as aforesaid having resigned his guardianship. and the Court having appointed James M. Wilkinson guardian of said Mary Moodie, idiot.) James M. Wilkinson Guardian returned the schedule of his doings, as follows to wit; In pursuance of an order made in this cause at November Term 1842 I sold to John Cassil at public auction on the first day of June 1844 between the hours of 10 O'clock A. M. and 4. O'clock P.M. the real Estate in said petition described subject to the dower Estate of the said Clarissa Moodie as herein before assigned for the sum of ($117.83½) One hundred and seventeen dollars eighty three and a half cents 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 Gazette and in the Argus and Union County advertizer (successor of the Union Gazette) a newspaper printed in the County of Union James M. Wilkinson Guardian Mary Moodie. And afterwards, to wit; on the 3d day of October A.D 1844 before said Court; On motion to the Court by Mr Lawrence 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 [illegible] estate so by him [illegible]

Attest John [illegible]

John Hutchison
Administrator of
Deceased
vs
Robert Gamb[illegible]

Marysville [illegible]
Ohio on the fi[illegible]
eight hundred a[illegible]
to wit: On the 6[illegible]
administrators [illegible]
ing transcript fr[illegible]
Peace, of said [illegible]
Josiah Fisher & [illegible]
admrs of the Estate
vs
Robert Gambol
Plantiffs cost
Justice 41
Court 77
Witnesses $1,75
Defendants Costs
Justices fees 43
Court
Witnesses 50

[illegible]endant June 3rd
Clock P. M. the pa[illegible]
& John Gray [illegible]
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ore that the pl[illegible]
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of the plaintiff
Ohio Union Co[illegible]
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proceedings had
William Hays
A.D 1843. The pla[illegible]
declaration in t[illegible]
=mon Pleas. July [illegible]
of the estate of [illegible]
in a plea of [illegible]
Mary Beard [illegible]
April 1843 lawfu[illegible]
of the value of [illegible]

and deliver to said Purchaser a deed in fee simple for the real estate so by him sold as aforesaid.
Attest John Cassil Clerk

John Hutchison & Mary Beard
Administrators of Michael Beard
Deceased
vs
Robert Gamble

Pleas before his Honor Joseph R Swan Esqr President and Silas G. Strong James R Smith and Christian Myers 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 October in the year of Our Lord One thousand eight Hundred and forty four. Be it remembered that heretofore to wit: On the 6th day of July AD 1843. Josiah Fisher and Mary Beard administrators of the Estate of Michael Beard decd filed the following Transcript from the docket of William Hays a Justice of the Peace, of said County, to wit:

Josiah Fisher & Mary Beard admrs of the Estate of M Beard deceast
vs
Robert Gambol

Plaintiffs cost
Justice 41
Court 77½
Witnesses $1,75
Defendants Costs
Justices fees 43
Court
Witnesses 50

June 1st AD 1843
Suit brought on Damages claimed by the plaintiffs $75. June 9th 1843. Bill filed by the plaintiffs which reads Robert Gamble Dr in Trespass for the unlawful taking of a horse from the possession of the Plaintiffs on the 28th day of April 1843 Sum demanded for hire $45. May 1843 for taking one pair of timber wheels $18 June 1st 1843 Summons issued for appearance on the 8 of June 1843 at 2 o'clock P M at the request of the plaintiffs Supena was issued for 6 Hannawalt William Burdick & John Beard. June 8th 1843 Summons returned served by reading to the Defendant June 3rd 1843 M Brown Court fees 25 Cts. June 8th 1843. 2. O'Clock P.M. the parties appeared trial had 6 Hannawalt Wm Burdick & John Gray Sworn & examined for the plaintiffs & James Thompson & M Brown for the Defendant: it is thereupon considered by me that the plaintiffs hath no cause of action nor claim in the premises against the defendant, and that the Defendant recover of the plaintiffs his costs herein taxed at Ninety cents. State of Ohio Union County Mill creek 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 Signed William Hays J.P. And afterwards, to wit; on the 29th day of July AD 1843. The plaintiffs by James Crawford their attorney filed their declaration in the words and figures following, to wit; Union Common Pleas. July Term 1843. Josiah Fisher and Mary Beard Administrators of the estate of Michal Beard Dec'd complaing of Robert Gambol in a plea of trespass for that whereas the said Josiah Fisher and Mary Beard as administrator aforesaid was on the 28th day of April 1843 lawfully possessed of a certain horse of great value, to wit; of the value of seventy five dollars the property of said intestate, and

being so possessed the said Defendant well knowing the premises did on the 29th day of April AD 1843 at Union County aforesaid with force and Arms take and convey away the said horse of the Plffs as Administrating as aforesaid then and there found and being of great value, to wit; of the value of seventy five dollars and converted the same to his own use to wit to the use of said Deft and has hitherto refused and still does refuse to restore the said horse to the said Administrators Plaintiffs as aforesaid against the peace and to the damage of the said Plffs as administrators as aforesaid and to the damage of the estate, to wit; seventy five dollars &c — And also for that the said Josiah Fisher and Mary Beard Administrators of the estate of Michael Beard Dec'd complaining of Robert Gambol in a plea of trespass for that the said Josiah Fisher and Mary Beard Admr aforesaid was on the 1st day of May 1843 lawfully possessed of one pair of timber wheels of great value to wit of the value of twenty five dollars the property of said intestate and being so possessed the defendant well knowing the premises did on the said 1st day of May AD 1843 with force and arms at Union County aforesaid take and carry away the said timber wheels the property of the said Plffs as Administrators aforesaid then & there found and being of great value of the of twenty five dollars and converted the same to his own use, to wit to the use of the said Deft and hath hitherto refused and still does refuse to restore the same to the said Plffs Administrators as aforesaid against the peace and to the damage of the said Plffs as administrators aforesaid, and to the damage of said estate to wit one hundred dollars and thereupon he sues &c By Sal W Crawford Atty for Admrs. And afterwards, to wit; on the 4th day of October AD 1843 Robert Gamble, Defendant, by Allison and Hall his Attorneys filed his demurrer to said declaration, in the words and figures following, to wit: "Robert Gambol adv. Josiah Fisher & Mary Beard, Administrators &c "Union Common Pleas. And the said Robert Gamble comes and says" "that the said Plaintiffs ought not to have their action aforesaid against "him, because he says that the declaration aforesaid, and the matters therein "contained, are not sufficient in law to maintain the action aforesaid, and that "he is not bound by law to answer the same: wherefore he prays judgement, and that the said plaintiffs may be barred of their said action against him. And for causes of demurrer the said Robert Gambol shows to the court here the following to wit; 1st The said Plaintiffs in said declaration do not state positively that they are administrators of the estate of Michael Beard. — They do not bring, nor offer to bring into Court here their letters of administration duly granted &c. 2nd Said declaration is defective in the venue to wit; it does not mention the State, in which the property is said to be taken by the defendant, nor does it mention the State in the commencement (or title of the declaration. 3rd Said declaration in the commencement purports to be filed by two persons as plaintiffs, to wit: Josiah Fisher & Mary Beard, and in the conclusion it shows but one, to wit: "and therefore he sues &c." And also to the first count in said declaration the defendant shows for demurrer. 4th In said Count, the injury is stated by way of recital, to wit "for that whereas", when it should

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before said Court
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be stated directly and positively. And also to the second count in said declaration the defendant shows for demurrer. 5th that said Count concludes to the damage of but one person, while said declaration in the commencement purports to be filed by two. 6th Said Declara=tion is informal and defective in divers other points and particulars Wherefore Allison & Hall. his Attys." And afterwards to wit: on the 18th day of October A.D. 1843 before said Court of Common Pleas. This cause was continued. And afterwards, to wit: on the 17th day of April 1844 before said Court. Plaintiffs had leave to amend their declara=tion and this cause was continued. And afterwards, to wit: on the 9th day of May 1844. Plaintiffs by Jas M. Crawford their attorney filed an amended declaration in the words and figures following, to wit: "The State of Ohio Union County. Union Court of Common Pleas. July Term. AD 1843. Josiah Fisher & Mary Beard Administrators of Michael Beard Dec'd complains of Robert Gamble in a plea of tres=pass for that heretofore, to wit: on the day of AD the said Josiah Fisher and Mary Beard at a Court of Common Pleas held at the Court House in the town of Marysville in said County on the day and year last aforesaid were duly appointed Administrators of the estate of Michael Beard late of said county Dec'd and letters of Administration then & there duly issued to them by the order of said Court and now to the Court here shown. by virtue of which appointment and as such Administrators aforesaid was on the 29th day of April 1843 lawfully possessed of in their right as admrs a certain horse creature of great value, to wit of the value of seventy five dollars being a part of the personal property and assets of the said Michael Beard Dec'd and part of the afsets in the hands of said Pffs as Administrators as aforesaid and being so possessed said Deft well knowing the premises did on the said 29th day of April 1843 at the coun=ty of Union aforesaid with force and arms and against the peace and rights of said Pffs as administrators take and carry away the said horse creature being the property of the said Pffs as admrs as aforesaid then and there found and being of great value to wit; $75.00 and converted the same to his own use or otherwise detained said horse from the possession of the Pffs Admrs as aforesaid and hath hitherto wholly refused and still does refuse to restore the same to the Pffs admrs as aforesaid against the peace and to the damage of said Pffs as admrs and to the damage of said estate to wit seven=ty five dollars &c. And also for that the said Josiah Fisher and Mary Beard Administrators as aforesaid on the 1st day of May 1843 at the county of Union aforesaid was lawfully possessed of in their right as administrators as aforesaid of one pair of timber wheels of great value, to wit; of the value of twenty five dollars being a part of the personal property of the estate of said Michael Beard and part of the afsets in the hands of the Pffs as admrs as aforesaid and being so possessed the Deft well knowing the premises and intending and contriving to injure and defraud the said Pffs as ad=ministrators and to injure and defraud said estate did on the said 1st day of may AD 1843 at the county of Union aforesaid with force and Arms and against the peace and rights of the Pffs

Admrs as aforesaid take and carry away the said timber
wheels then and there being the property of said administrators
of great value of the value of twenty five dollars and converted
the same to his own use or otherwise detained the same from
the possession of the Plffs as administrators as aforesaid and
hath hitherto refused and still does refuse to restore the said
timber wheels to the Plffs admrs as aforesaid against the peace
and to the damage of the Plffs as admrs and to the damage of the
said estate, to wit: twenty five dollars, &c. And for that the
said Plffs admrs as aforesaid on the said 29th day of April
1843 at the county of Union aforesaid as administrators aforesaid
was possessed of in their right as admrs and as a part of the
personal property of the estate of said Michael Beard late
Decd and as part of the assets in their hands as such admrs
one other horse creature of great value of the value of
$75.00 and being so possessed the said Deft well knowing
the premises and fraudulently intending and contriving
to injure and defraud the said Plffs in their rights as
admrs and to injure and defraud said estate did on the
said 29th day of April 1843 at the at the county of Union aforesaid
with force and arms take and carry away said horse creature
then and then found and being the property of said Plffs as admin
istrators of great value, to wit; $75.00 and converted the same
to his own use or otherwise detained the same from the possession of
the Plffs as admrs as aforesaid, and hath hitherto refused and still
does refuse to restore the same to the Plffs as admrs as aforesaid, against
the peace and to the damage of the said Plffs as admrs and to
the damage of said estate, to wit; one hundred dollars and there-
upon they sue. By Lt Wm Crawford their Atty. And afterwards
to wit; on the 2nd day of October AD 1844 the following agreement
of the counsel of parties was filed, to wit; Michael Baird by
Administrators vs Robert Gamble Union Com Pleas October
Term 1844 Deposits. In this case it is agreed between the counsel
that said Gamble in the lifetime of Baird had and execution
in his hands against Baird and levied upon one horse and
one pair of timber wheels which property was offered for sale
and returned not sold for want of bidders and left in the hands
of Baird without bond. Shortly after Baird died and the prop
erty fell into the hands of the administrators & appraised and
returned in the schedule as assets in their hands: in the
meantime Gamble went out of office as constable his time
having expired — and after the expiration of his time without
process of law seized the horse out of the hands of the admin
istrators and after seizing it procured a vendi and placed
it in the hands of a constable and turned out the timber
wheels and had the horse sold & timber wheels returned
not sold by the constable and has permitted the timber wheels
to remain in streets exposed to the weather until the
wood work have become worthless the horse was appraised
at $45.00 and the timber wheels at $12.00 by the appraisers

of the estate.
by the Plffs. Da
for Deft. And
aforesaid, to wit;
Pleas this day
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Court, and wa
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Attest John

Samford &
Polly Spain
Milly Spain
Paschal Spain
vs
Daniel & Spa
Clemons Spain
Levi C Spain

to wit on the
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of the estate. it is suggested that the verdict was ordered out by the Plffs. Jas W Crawford Atty for Plffs C. W. B. Allison Atty for Deft. And afterwards, to wit, on the day and year first herein aforesaid, to wit, on the 2nd day of AD 1844 before said Court of Common Pleas, this day came the parties by their Attorneys and neither of the parties demanding a jury this cause was submitted to the Court, and was argued by Counsel whereupon it is considered that the defendant is not guilty in manner and form as the said Plaintiffs have complained against him. Therefore it is considered that the said defendant go hence without day and recover of the said Plaintiffs his costs in this behalf expended taxed at $ from the estate of said Estate

Attest John Cassil Clerk

Sanford W Spain
Dolly Spain
Milly Spain &
Paschal Spain
vs
Daniel W Spain
Clemons Spain
Levi E Spain

Pleas before his Honor Joseph R Swan Esqr President and Silas G Strong. James R Smith and Christian Myers 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 first day of October in the year of our Lord one thousand eight hundred and forty four. Be it remembered that heretofore to wit on the 13th day of April in the year of our Lord one thousand eight and forty one, Sanford W. Spain Dolly Spain Milly Spain & Paschal Spain by W. C Lawrence their Attorney filed their petition in Chancery in the words and figures following, to wit: "To the Honorable the Court of common Pleas when in Chancery Sitting. Your Petitioners Milly Spain and Paschal Spain her husband, Sandford W. Spain and Dolly Spain of the County of Union would represent that some time in the year 1831 Daniel Spain of sd County died holding by bond & since coming to the Heirs the following described lands to wit: Beginning on dar= bys creek East bank at a buck eye sugar tree and hiccory thence South 3° E 18 poles 6/10 to a sugar tree thence N. 52° E. 202 poles to 2 dogwoods and maple thence N 3° W 132 6/10 poles to 4 sugar trees & white oak thence south 53 W 218 poles to Darbys creek a 2 Elms 2 oaks and hackberry & walnut thence down with the meanders of the creek 140 poles to the beginning containing 169 acres and parts of Surveys No 3681 & 3749 & No 2833. That the said Daniel died Agnus Spain his widow to whom during her life the said lands were devised, that she died in the year 1839. that by the will and laws your petitioners together with Daniel W. Clemmons and Levi E Spain Minors heirs of Daniel Spain Decd are entitled to partition share and share alike that is Milly Spain formerly Milly Spain and daughter of Daniel Spain Decd with Paschal Spain her husband one share Sanford W. and Dolly Spain each one share & to each of the minor heirs aforesaid one share. — The Prayer of your petitioners there= fore is that the D-d Daniel W. Clemmons & Levi E Spain may be made defendants to this application, and that partition may be made giving to each of your Petitioners one sixth part of said land

according to quality and quantity, as provided by statute and your petitioners pray other and further relief in the premises, and as in duty bound will ever pray &c By McLawrence their Sol.:— And afterwards, to wit: on the 5th day of November AD 1841, before said Court. On motion to the Court by Mr Lawrence Counsel for the plaintiff it is ordered that Olney Curry Esq be appointed Guardian ad litem for Daniel W. Spain, Clemmons Spain Levi E Spain infant defendants to the complainants bill, and this cause is continued. And afterwards to wit on the 26th day of April 1842 this cause was continued. And afterwards to wit on the 30th day of August 1842 before said Court this cause was continued. And afterwards, to wit; on the 8th day of November AD 1842, before said Court this cause was continued. And afterwards, to wit; on the 18th day of April 1843, before said Court. This cause was continued. And afterwards, to wit; on the 5th day of July AD 1843 before said Court this cause was continued under former order. And afterwards to wit; on the 18th day of October AD 1843 before said Court this cause was continued under former order. And afterwards to wit: on the 16th day of April 1844 before said Court this cause was continued. And afterwards, to wit: on the 2nd day of October 1844 the said infants defendants by P.B. Cole their Guardian ad litem filed their answer in the words and figures following to wit; The Joint answer of Daniel W. Spain, Clemmons Spain and Levi Spain Minor to the petition filed as against them by Sanford W. Spain et als for Partition. These Defendants now come and consent to the prayer of the petitioners and submit the case to the court, By P.B. Cole their guardian ad Litem. And afterwards to wit on the 2nd day of October 1844 before said Court. This cause came on to be heard upon the petition answer &c and was argued by counsel; on consideration whereof it is ordered that by the oaths of Abraham Holycroft, E.W. Crary and John Epps one full and equal fifth part of the lands in the said petition described be assigned and set off to the said Levi E. Spain, one equal fifth part, to the said Sanford W. Spain, one equal fifth part to the said Pascal & Amelia Spain one equal fifth part to the said Daniel W. Spain, One equal fifth part to the said Clements Spain, and it is further ordered that a writ of partition issue to the Sheriff of this county, commanding him to cause partition to be made accordingly. And afterwards, to wit, on the day and year last herein aforesaid, to wit; on the 2nd day of October AD 1844 the following writ was issued to said Sheriff to wit The State of Ohio Lawrence County ss To the Sheriff of said County Greeting We command you that without delay, by the oaths of Abraham Holycroft E. W. Crary and John Epps you cause partition of the following real estate, to wit; Beginning on Darby creek East Bank at a Buckeye sugar tree and hiccory thence South 37° E 18 poles & 6/10 to a sugar tree thence N 52° E 202 poles to 2 dogwoods and maple thence N 37° W 132 & 6/10 poles to 4 sugar trees & white oak thence South 53 W. 218 poles to Darby's creek at 2 elms 2 oaks and hackberry & walnut thence down with the meanders of the creek 140 poles to the beginning Containing 169 acres and parts of Surveys No 3681 & 3749 & No 2833, to be made among the following persons and in the following proportions to wit: to Levi E Spain one equal fifth part, to Sanford W. Spain one Equal fifth

part. to Pascal & one equal fifth that your proceed hand to our Co of Union together said Court this afterwards, to returned said the within writ whose reports is said report & "We the unders =mon Pleas of & Spain Sanf W. Spain & land survey Steele Sheriff of assign & Set Manner, viz E. Corner of Sa & from the Beg Spain from a line of said 16 Tract, from thence as to include 38 Commencing at Thence S 52 W. to from the beginni acres, bounded Levi E. & Clemm by Darby creek. Fo on the creek, being meanders of the C with his W line to to the Beginning =rop John Epps day of October AD Lawrence Coun =ceedings of the Co Commissione examined. It is ord approved and confir Set off and assigned ordered that the c =in thirty days. by th cents each and in de at Law Attest John

part, to Pascal or Emelia Spain one equal fifth part to Daniel Co Spain one equal fifth part & to Clements Spain one equal fifth part, And that your proceedings in the premises you distinctly certify, under your hand to our Court of Common Pleas within and for the said County of Union together with this writ. (Seal) Witness John Cassil Clerk of our said Court this 2nd day of October AD 1844 John Cassil Clerk. And afterwards, to wit: on the 3rd day of October AD 1844 said Sheriff returned said writ indorsed "I have Executed the commands of the within writ by the oaths of the commissioners, named therein whose report is herewith returned Oct 3rd 1844 Wm Steele Sheriff Said report reads in the words and figures following to wit "We the undersigned Commissioners, appointed by the Court of Common Pleas of Union County Ohio to Partion and assign to Levi E Spain Sanford Co Spain Emelia wife of Pascal Spain Daniel Co. Spain & Clemins Spain, each one Fifth part of 169 acres of Land Survey Nos 3681. 3749. & 2833.- after being Sworn by Wm Steele Sheriff of Union County Ohio upon view of the premises, we do assign & Set off the above parties entitled thereto, in the following Manner, viz To Clemmin Spain 38 acres commencing at the N E. Corner of said 169 acres, thence S 3/4 E. 66 3/10 poles, from thence & from the Beginning so as to include Thirty Eight acres. To Levi E Spain from a Stake the corner of Clemin Spain's in the Back line of said 169 acres, thence S 3/4 E. 66 3/10 poles to the S.E. corner of said Tract, from thence & from the Beginning, with Clemins South line so as to include 38 acres, To Emelia wife of Paschal Spain, 28 1/2 acres, Commencing at a Stake the South West corner of Levi E Spains land, thence S 3/4 W. to the S.W. corner of 169 acres on Darby Creek, from thence & from the beginning so as to include 28 1/2 acres, To Washington Spain 29 1/2 acres, bounded South by Paschal Spains land East by the line of Levi E. & Clemins Spain on the North by Sanford Spain & on the West by Darby creek. To Sanford W. Spain 33 1/2 acres - Beginning at the upper corner on the creek, being the N.W. corner of said 169 acres thence with the meanders of the creek from the Beginning to Washington Spains land thence with his W line to the N line of said 169. a. tract. thence with said N line to the Beginning all of which is respectfully submitted Abraham Holy=crop John Epps. C.P. - Union County And afterwards, to wit: on the 3rd day of October AD 1844 before said court. On motion to the court by Lawrence counsel for the Petitioners and upon producing the pro=ceedings of the Sheriff and also the report and proceedings of the Commissioners herein before appointed, and the same being examined. It is ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said parties hold in severalty the shares set off and assigned to each respectively by the said commissioners, and it is further ordered that the costs and expenses of this suit taxed to $12.90 be paid with=in thirty days. by the parties in the following proportions, to wit: two dollars & fifty Eight cents each and in default thereof that Execution issue therefor. as on judgments at Law

Attest John Cassil. Clerk.

Jacob Parthemore
vs
Elizabeth Parthemore
Catherine Smedley
Polly Morrow &
John Morrow

Pleas before his Honor Joseph H Storm Esqr President and Silas G Strong James V Smith and Christian Myers 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 first day of October in the year of our Lord one thousand Eight Hundred and forty four. Be it remembered that heretofore, to wit: on the 17th day of August in the year 1841. Jacob Parthemore by W.L. Lawrence his Solicitor filed his petition in the office of the Clerk of said Court in the words and figures following, to wit: "To the Hon'ble the Court of Common Pleas Union County Ohio in Chancery Sitting. Your Petitioner Jacob Parthemore a resident of said County Represents to your honors that John Parthemore late of this County Deceased died seized in fee of the following described premises being and lying in the said County and described as follows on Darby's Creek being Survey 5602. Beginning at 3 Elms westerly corner to Warren Cashs Survey No 3196 thence N. 60° W 160 poles to two Elms and Black oak thence N 30° E 100 poles, to a Stake and 3 Elms thence S 60° E 160 poles to 3 Elms westerly corner to Balzer King Survey No 4982 thence South 30° West 100 poles to the beginning Containing one hundred acres. That the said land are owned by your Petitioner one eighth Elizabeth Parthemore two shares. Catherine Smedley one share. Polly wife of John Morrow owns one half of the whole and all of this County and whom your Petitioner prays may be made defendant to this application the prayer of your Petitioner therefore is that partition of the premises may be made by order of this Court that your Petitioner may enjoy and Possess is part of said lands in severalty And as in duty bound your Petitioner will ever pray and c By W.L. Lawrence Sol for Petitioner And afterwards to wit: on the 17th day of August AD 1841 said defendants filed their answer to said petition in the words and figures following, to wit: Jacob Parthemore vs Catherine Smedley et als, Union Com Pleas Petition for partition. We the undersigned Tenants in common with said petitioner hereby Plead to his said Petition enter our appearance without process and consent to the granting of the prayer of the petitioner. Elizabeth Parthemore Ray G. Morse Sarah Morse Frederick Parthemore Permilla Parthemore Alfred V. Morse Rebecca Morse Nancy Parthemore John Morrow Mary Morrow Catherine Smedley And afterwards, to wit: on the 3d day of November AD 1841 before said Court of Common Pleas This Cause came on to be heard upon petition and answer of defendants and on motion of Mr Lawrence Counsel for the petitioner. It is ordered by the Court that by the oaths of William B. Irwin, Horace Andrews and John Yost one full equal eighth part of the following Lands and tenements (to wit) part of Survey No 5602 Beginning at 3 Elms North westerly corner to Warren Cashes Survey No 3196 thence

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and 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 thereupon neither of the parties electing to take said estate at the valuation thereof as returned by said commissioners. On motion of the petitioner ordered that said Estate be sold at public auction by the Sheriff of said County of Union according to the Statute in such case made and provided." And afterwards, to wit; twenty fourth day of September A.D. 1842. an order of Sale issued from the office of the Clerk of said Court. in the words and figures following, to wit; "Jacob Parthemore vs Elizabeth Parthemore and others. Union Com Pleas. Aug Term. 1842. Petition for Partition. On Motion to the Court by Mr Lawrence Counsel for the Petitioner. and upon producing the proceedings of the Sheriff and 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 thereupon neither of the parties electing to take said Estate at the valuation thereof as returned by said Commissioners, on motion of the petitioner, ordered that said Estate be sold at public auction by the Sheriff of said county of Union, according to the Statute in such case made and provided." I John Cassil, Clerk pro tem, of the Court of Common Pleas for Union County, in the State of Ohio, do certify that the above is a correct Copy from the proceedings had in said case at the August Term of said Court. A.D. 1842. (Seal) In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville this twenty fourth day of September A.D. 1842 John Cassil Clerk pro tem. And afterwards, to wit; on the 2nd day of November AD 1842 said writ was returned by said Sheriff indorsed Rec'd this Order Oct 4th 1842 Agreeable to the Statute I advertised the same for sale Nov 5. 1842. Stayed by Injunction Oct 31. 1842 Wm Steele Sheff. And afterwards, to wit; on the 8th day of November AD 1842, before said Court this cause was continued under former order. And afterwards to wit; on the 21st day of April. 1843 before said Court. "On Motion to the Court by Elizabeth Parthemore B.B Cole Atty for Elizabeth Parthemor, the order of Partition in this case entered at a former term, is set aside and leave granted her to file her answer in this case during this term of the Court. Decree for the payment of costs since the order; to be paid by the said Elizabeth Parthemor. And afterwards, to wit; on the 22nd day of April 1843. before said Court. On motion to the Court leave is granted the Complainant, to amend his petition in this case within ten days from the rising of this Court. And the Defendant to file her answer within 30 days thereafter and this case is continued till the next term of this Court. And afterwards to wit on the 26th day of June AD 1843 the said Elizabeth Parthemore by P.B. Cole her Attorney filed her Separate answer in the words and figures following, to wit; The Seperate answer of Elizabeth Parthemore one of the Defts to a petition for Partition filed against her & others by Jacob Parthimor. The said Elizabeth now comes & for answer to sd petition says she admits that John Parthimor, Decd died seized in fee simple of the land described in said petition as therein set forth, And that he left eight children & heirs as therein set forth. And that said heirs were originally entitled to equal shares in said land. But at the time said petition was filed - this Deft says at that time she was and still is the

owner of two Eighth eighth as charged thereof from her Father from her Brother Eighth part of said Parthimor & wife to is herewith filed defendant further time one half Polly his wife. having inherited John Parthimor =band) having co Moore & wife & of the heirs of de mentioned heirs to in the recorders o thus fully answe be granted & that Herein may be set of Ohio Union Co all the matters & of others the Pet contained. are tr Sworn to & Subs Exhibit Marke in the words and we. Frederick Pa =more of the County =dred and thirt & State have bargained unto the said Eliza premises, situate in vided Eighth part follows to wit B =ted to James Gall Cashe Survey Black Oak Thenc 160 poles to 3 Elm $30 to 100 poles no more or less. So bar unto the said E the said Frederick heirs do hereby co and assigns, for =said; that the s whatsoever and the same with =themore her he all persons to Parthemore & P

owner of two Eighths of said land (being Two Shares) instead of one eighth as charged in said petition. She having inherited one Eighth thereof from her Father (the said John Parthimer Dec'd.) Since purchased from her Brother Frederick Parthimer his share, being one undivided Eighth part of said land. as evidenced by a deed from said Frederick Parthimer & wife to this Deft. bearing date August 13th 1841 which deed is herewith filed Marked (A) & made a part of this answer. This defendant further says in answer to said petition that at this time one half of said land is owned by John Morrow and Polly his wife, two of the Defts to this petition the said Polly having inherited one Eighth part thereof from her Father the said John Parthimer Dec'd. And the said John Morrow (her husband) having bought out three other shares, being three of Ray & Moore & wife Alford & Moore & wife & Nancy Parthimer others of the heirs of said John Parthimer Dec'd. As evidenced by a deed from the last mentioned heirs to the said John Morrow. bearing date August 1st. 1842. & recorded in the recorders office of said County of Union Book 8 page 531. And having thus fully answered said petition She prays that an order of partition may be granted & that the one forth of said land being the interest of this Deft therein may be set off to her in severalty. P.B. Cole Atty for Deft. State of Ohio Union County ss Elizabeth Parthimer being duly Sworn. Says, that all the matters & things set forth in this answer, as from information of others She believes to be true. & all the other matters & things therein contained, are true in substance & in fact. Elizabeth her X mark Parthimer Sworn to & Subscribed before me June 26th 1843 James Farmer J.P.

Exhibit Marked (A) and made part of the foregoing answer reads in the words and figures, to wit; Know all men by these presents, that we. Frederick Parthemore and Permilla wife of said Frederick Parthemore of the County of Union Ohio, in consideration of the Sum of one hundred and thirty dollars in hand paid by Elizabeth Parthemore of said County & State have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Elizabeth Parthemore her heirs and assigns, forever. the following premises, situate in the county of Union and State of Ohio Being the one undivided Eighth part of the following Real Estate Bounded and described as follows to wit Being Survey No 36.62 Surveyed for John Patterson & patented to James Galloway Beginning at 3 Elms Westerly corner to Warren Cashes Survey No 3196 running N. 60 W 160 poles to 2 Elms and a Black Oak thence N. 30 E 100 poles to a Stake and 3 Elms thence S 60 E 160 poles to 3 Elms Westerly corner to Balzer Kings Survey No 82 thence S 30 W. 100 poles 100 poles to the Beginning containing one hundred acres more or less. To have and to hold said premises, with the appurtenances unto the said Elizabeth Parthemore her heirs and assigns forever. And the said Frederick Parthemore & Permilla his wife for themselves and heirs do hereby covenant with said Elizabeth Parthemore her heirs and assigns, That they are lawfully seized of the premises aforesaid; that the premises are free and clear from all encumbrances whatsoever and that they will forever warrant and defend the same with the appurtenances unto the said Elizabeth Parthemore her heirs and assigns, against the lawful claims of all persons whatsoever, In testimony whereof, the said Frederick Parthemore & Permilla have hereunto set their hands and

seals, this thirteenth day of August in the year of our Lord one Thousand eight hundred and forty one. Frederick Parthemor (Seal) Permilla Parthemor (Seal). Executed in Presence of John Cupil. Robert Paris State of Ohio, Union County, ss. Before me, John Cupil an Associate Judge in and for said County, personally appeared the above named Frederick Parthemore and Permilla his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Parmila being at the same time examined by me separate and apart from her said husband, and the contents of said instrument made known to her by me she then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith; this thirteenth day of August A.D. 1843 John Cupil: And afterwards to wit: on the 8th day of July A.D. 1843 before said Court: This case came on to be heard upon the Petition and answer of Elizabeth Parthemore and the other Defendants still failing to appear by plea or otherwise it is ordered by the court that the bill be taken for confessed as against them wherefore the court do find that the petitioner is entitled to partition of the premises in the said premises in the Bill described. it is ordered therefore that by the oaths of Cyprian Lee. John Johnson and John Beaver one equal eighth part of said premises be set apart to the petitioner one eighth part to Catherine Smedley one fourth part to Elizabeth Parthemore. and one half of the same to John Morrow and Polly his wife. it is further ordered that a writ of partition issue to the Sheriff of this county commanding him that partition be made accordingly and that he report his doings herein to this court. and afterwards to wit: on the day and year last herein aforesaid to wit: on the 8th day of July A.D. 1843 a writ of partition 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 by the oaths of Cyprian Lee John Johnson. John Beaver you cause one full eighth part of the following lands and tenements to wit: Part of Survey No. 3602 beginning at three Elms northwesterly corner to Warren Cobb's Survey No 3196 thence N. 66 E. 160 poles to two Elms and a black ash thence N 30 E 100 poles to a Stake and three Elms thence S 66 E 160 poles to 3 Elms westerly corner to Walter Kings Survey No 4982 thence S. 30 E 100 poles to the beginning containing one hundred acres to be set off and assigned to Jacob Parthemore one fourth part to Elizabeth Parthemore one half to John Morrow and one eighth part to Catherine Smedley and that your proceedings in the premises you distinctly certify under your hand to our court of Common Pleas forthwith together with this writ: (Seal) Witness John Cupil Clerk of said Court at the Court house this 8th day of July A.D. 1843 John Cupil Clerk And afterwards to wit on the day and year last herein aforesaid, to wit: on the 8th day of July A.D. 1843 said writ was returned by said Sheriff endorsed "I have executed this writ by the oaths of the within named Commissioners whose report is herein. Th Pat. July 8. 1843 Wm Steele Sheriff. Said Report reads as follows, to wit: We the Commissioners appointed by the Court in this case to make partition in obedience to the above writ after having been duly sworn proceeded to make said partition on actual view of the premises and upon farther view of the premises are of opinion that said lands cannot be divided without manifest injury to the same and thereupon we do estimate the value thereof at one thousand dollars all of which is respectfully submitted Given under our hands

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Special Master Co

this 8th day of June 1843 John Reece Cyprian Vee John Johnson, And afterwards to wit; on the day and year last herein aforesaid to wit on the 8th day of July AD1843 before said Court. "On motion to the Court for the petitioner and upon producing the proceedings of the Sheriff and also the report of the Commissioners hereinbefore appointed and the same being examined it is ordered that the said proceedings and report be and the same is hereby confirmed and approved and it appearing by the said report that the premises are not divisible without manifest injury and the same has been regularly appraised this case is continued for election the question of cost is reserved to next term and this case is continued therefor. And afterwards to wit on the 19th day of October AD 1843 before said Court. In this case neither of the parties Electing to take the said premises at the appraisment it is ordered that the Sheriff proceed to sell the said premises according to the Statute in such case made and provided. And it is further ordered that the parties pay the costs of this application in proportion to their interest within thirty days from the rising of this Court and that in default thereof execution issue therefor as in cases at Law. And afterwards, to wit; on the 16th day of April 1844 before said Court. This cause was continued under former order And afterwards: to wit; on the 2nd day of May 1844 the following order was issued, to wit; Jacob Parthemore vs Elizabeth Parthemore and others, Union Com Pleas October Term 1843 In Partition. In this case neither of the parties Electing to take the said Premises at the appraisment. It is ordered that the Sheriff proceed to sell the said premises according to the Statute in such case made and provided. And it is further ordered that the parties pay the costs of this application in proportion to their interest within thirty days from the rising of this Court, and that in default thereof execution issue therefor as in cases at Law. "April 16th 1844 Chancery. Continued under former order. The State of Ohio Union County, ss. I John Cupil Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio do hereby certify that the foregoing entries are truly taken and copied from the Journals of said Court (Seal) In testimony whereof I have hereto subscribed my name and affixed the Seal of said Court this 2nd day of May AD1844. John Cupil Clerk. To W. W. Steele Sheriff of said County. And afterwards to wit on the 2nd day of July AD1844 said order was returned by said Sheriff indorsed "Agreeable to the commands of this writ or order I advertised the lands described in Petition for Partition according to the Statute in such cases made and provided, to be sold at the Court House Door on the 4th day of June 1844. And at the time and place advertised I offered the same by Public Outcry and sold the land viz 100 acres Survey No 3602, to Jacob Parthemore for the sum of $666.66.6. He being the highest and best bidder therefor and that amount being two thirds of the appraised value thereof all of which is respectfully submitted W W Steele Sheriff. And afterwards to wit on the day and year first herein aforesaid to wit on the 3rd day of October AD1844 before said Court. Upon Motion to the Court by Mr. Clarence Atty for Jacob Parthemore and upon producing the proceedings the sale and return made by the Sheriff of this County, as Special Master Commissioner herein before ordered and the Court

having examined the same do find that the said sale has been conducted in all things in accordance to law, It is ordered that the same be and is hereby approved and confirmed and the said Master is further ordered to make a deed to Jacob Parthemore of the premises thereby conveying and confirming to him in severalty the whole and exclusive ownership of the said premises in as full and perfect a manner as the right was heretofore in the heirs of the said John Parthemore Decd

Attest John Cogsil, Clerk.

William W. Woods
vs.
Peyton B. Smith
John Donley &
Robson L. Broome

Pleas before his Honor Joseph H Swain Esqr President and Silas G. Strong James R Smith and Christian Myers 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 October in the Year of Our Lord One Thousand Eight hundred and forty four.

Be it remembered that heretofore, to wit: on the 5th day of April AD 1843. William W. Woods by P Beale & H Lawrence his Solicitors filed his Bill in Chancery in the office of the Clerk of said Court in the words and figures following, to wit; "To the Court of Common Pleas within and for the body of the County of Union and State of Ohio - In Chancery sitting. Your Orator William W Woods of the County and State aforesaid, represents, unto your honors that on the 17th day of January AD 1839. One Levi Antrim then of the County aforesaid (but since gone to parts unknown to your Orator) seized in fee simple of the following real estate to wit, Situate in the Town of Marysville said County. And known and described on the recorded plat of said Town as Lot No 18 (Eighteen) And the said Levi Antrim then and there being indebted to William Sharp, as evidenced by six several notes of hand as follows to wit: One for 40$ due and dated the 31st Decr 1838. 2d same date for 121$ due three months after date. 3d same date for 121$ due six months after date. 4th same date for 121$ due twelve months after date, 6th same date for 121$ due And the said Antrim then and there being also indebted to Stephen McClain by two notes as follows 1st for 194 50/100$ due then 2d for 197 50/100$ dated August 27th 1837. due six months after date. All of which claims were to be secured by a joint mortgage to the said Sharp & McClain on the above premises, and a large amount of Personal property described in said Mortgage. And the said Antrim and Mary his wife by their deed duly executed delivered & dated on the 17th day of January 1839 conveyed the same to the said William Sharp and Stephen McClain, subject nevertheless, to a condition of defeasance, to wit the payment of the above described notes to the said Sharp and McClain as they became due And also keep the said Sharp and McClain clear of damages in consequence of being bail for the said Antrim on the Docket of James Turner Esqr to the amount of 64$ 56 C. S M. all of which will more fully appear by reference to said deed of Mortgage which is herewith filed and made a part

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of this bill. Your Orator further represents, that on the 5th day of March 1839 your orator bought said deed of Mortgage of the said Sharp and McClain And took a written assignment on the back of the same of all their interest and title therein. Your Orator represents that said Antrim paid said McClain about two hundred dollars before your Orator bought the same And has since paid to your Orator about four hundred and fifty dollars said last payment being an Equity held by said Antrim to In lot No 69 in the Town of Manysville, which he sold to your orator on the day of 1839 to apply as above. To get a title last mentioned Your Orator had to pay 43$ more than he agreed to making in all about 650$ paid except the 43$ still leaving due your orator of principal and interest about four Hundred dollars Including the said Judgment on the Docket of James Turner Amounting to 70$ which your orator was compelled to pay whereby the legal Estate in said premises become vested in your orator subject nevertheless in Equity to redemption on payment of the principal and interest due and to become due, But this said Antrim has failed to do any further than as above set forth - But has combined with one Peyton B. Smith and Isaiah Mahaffy to defraud your orator out of his claim on said Lot No 18 (Eighteen). And to accomplish that object your Orator charges that the said Smith with a full knowledge of your orators rights in the premises together with the connivance of the said Mahaffy & Antrim, bought or pretended to buy an old claim the said Mahaffy held on said lot, which claim consisted of a contract entered into by the said Antrim & Mahaffy Sometime previous to the date of the aforesaid Mortgage whereby the said Antrim was to sell Mahaffy the premises in question, on which contract, the said Mahaffy paid little or nothing, and which was forfeited by non payment, Your Orator further charges the said Antrim, on the 16th day of March 1839 Executed a deed to the said Smith for said lot and afterwards on the 16th day of March 1839 the said Smith Executed to Antrim a mortgage for the same, to secure the payment of the purchase money no part of which the said Smith has paid, or but a verry small portion if any. And has had possession of said premises ever since, for more than four years during all of which time he has had the use & profits of the same, to a far greater amount in value, than what he has paid of the purchase money, Your Orator further represents that the last mentioned Mortgage is now claimed by one Robert Broome who has an assignment of the same from said Antrim. Your Orator here charges that the said Broome took said Mortgage with a perfect knowledge of all the circumstances set forth in this Bill Your Orator further represents, that the said Smith for the purpose of involving this matter in still greater confusion gave a mortgage on said lot to one John Donley and others bearing date 17th June 1839 All of which matters and things are contrary to equity and good conscience. Your orator therefore prays. that the said Peyton B Smith John Donley & Robert Broome be made defendants hereto. that the writ of Subpoena be allowed to issue against them. And that on final hearing your honors will order an account to be taken of what is due to your Orator for his principal and interest aforesaid, and that an account be taken of the worth of the rents & profits of said premises during the whole period they have been enjoyed by said Smith and Mahaffey And that your honors will decree said Mortgaged premises to be sold. & the proceeds thereof applied to the payment of your orators

principal and interest aforesaid. And will grand your Orator such other and further relief as Equity and good conscience may require And your orator as in duty bound will ever pray &c P.B. Cole & Wm C. Lawrence Sol for Complainant. Said Mortgage deed filed with and made part of the foregoing bill reads as follows, to wit: This indenture made this 17th day of January 1839 between Levi Antrim of the part and William Sharp and Stephen McClain of the second part witnesseth that the said Levi Antrim has this day sold granted bargained and conveyed to the said parties of the second part the following described property being in the Town of Marysville Union County Ohio known and designated on the recorded plat of said Town as lot no (17) Eighteen with its poseption privileges and appurtenances for the just and full sum of two hundred and fifty dollars to me in hand paid to have and to hold said lot unto them and heirs and assigns forever and the said party of the first part covenants that he will and his Heirs &c shall forever warrant and defend to said second party their heirs or assigns the premises aforesaid And this indenture further witnesseth I have sold and delivered to said parties of the second part the following described property and at the prices to each annexed to wit one Large Gilt Looking Glass at 18$ one set of fancy Chairs 15$ with rattan bottoms one pair Brass Andirons and shovel and Tongs 3$. one Bureau 12$ one desk 20$. 3 French Bedsteads at 5$ each one fine carved post bedstead 15$ 9 feather Beds and pillows at 7$ each 11. Straw ticks at 1$ all. 8 bed comfortables a 2$ together. 8 quilts at 2$ one large Kettle and Bails at 6$ all exclusive of the sum of the realty mentioned above to have and to hold the said goods and chattels to them and their heirs and assigns forever In witness where of the said party of the first part together with Mary his wife who hereby relinquishes her right of dower to the same hereunto set their hands and seal the day and year first above written. But note this that the above deed is made with this proviso and no other to wit. for and in as much as the said Antrim is indebted to said Sharp as is evidenced by six several notes of hand. for these sums (to wit) one for 40$ due and dated 31. December 1838. 2nd same date for 12 1/2$ due 3 months from date - 3rd Same date 12 1/2$ due 6 months from date 4th same date for 12 1/2$ twelve months from date 5th same date for 12 1/2$ due 15 month from date all made payable to O B Bissell and also is indebted to the said McClain in the amount of 2 several notes of hand the 1st for 194.06$ due sometime since 2nd for 19.76$. dated august 27. 1837. and due 6 Months from date. and also for that whereas the said parties of the second part are liable as Bail on docket for the said party of the first part at the office of James Turner in the sum of 64.56.5 cost and all. Now if the said Antrim shall well and truly pay or cause to be paid the said several notes as they become due and also keep the 2nd party clear of damage in consequence of said Bail then this deed to be null and void otherwise to remain absolute. Levi Antrim (Seal). Mary her + Antrim (Seal) Signed seal and delivered in presence of us I Mahaffy. James Turner State of Ohio Union County ss. Personally appeared Levi Antrim and Mary his wife and severally acknowledged the above deed to be their deed for the purpose therein expressed and said Mary on seperate examination and explanation by me said she did sign the same voluntarily - January 17. 1838 James Turner J.P. said deed was endorsed as follows to wit: filed as

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much as the posession of the personal property mentioned above is necessary for the use of the Tavern we agree to let it remain with him for the present for the sum of 100$ pr month or at that rate rent. Stephen McClain. William Sharp. Filed for record January 17. 1839 at 9 o'clock PM and recorded on the 18 inst at 11 o.clock A.M. in vol 7 page 95 & 96 P.B. Smith recorder U.C. I assign my right and title of the within mortgage to W.W. woods Stephen McClain. Marysville March 5th for value received I assign all my right and interest in the within Mortgage to William W Woods. William Sharp

* See Subpoena on next page

And afterwards to wit; on the 19th day of June A.D. 1843 Peyton B Smith one of the Defendants to said Bill by Allison & Hall his atty's filed his seperate answer in the Clerks office of said Court in the words and figures following, to wit: "The Seperate Answer of Peyton B Smith to a bill in Chancery Exhibited against him and others by William W. Woods in Union County Court of Common Pleas And the said Peyton B Smith now comes and for answer to said bill or so much thereof as he is advised it is material for him to answer answereth & saith That in April 1837 said Autrim was seized in fee of said Inlot No 18 described in Complts bill That on the 13th day of April 1837 the said Levi Autrim sold said Lot No 18 by title bond to one Isaiah Makaffey for the sum of three hundred dollars Made payable in five several notes of hand thereupon the said Autrim immediately put said Makaffey in possession of said Lot under said Contract after the sale thereof who remained in possession until March 1839 when said Makaffey having paid said Autrim about dollars as part of the purchase money and being unable to pay the remainder made application to respondant to purchase his interest therein. That on the 4th day of March 1839 Respondant did purchase the interest of said Makaffy in said Lot took an assignment of the title bond executed by Autrim to Makaffey and on the 16th day of the same month said Autrim executed to respondant a Deed for said Lot and respondant Executed to Autrim a Deed of Mortgage to secure to Autrim the sum of 275$ the unpaid ballance of the purchase of the original purchase Money. Respondant charges that at the time said Mortgage Described in Complts bill from Autrim to McClain & Sharp was Executed it was a matter of public notoriety and known to them both that Autrim had long previous sold the same to said Makaffey— And the said Wood had due notice of all and singular the condition thereof previous to his purchase of the interest of said McClain & Sharp in said Mortgage. That neither the said McClain nor the said Sharp. nor said Woods have taken any legal or Equitable steps to turn the payment of the said purchase Money to the Liquidation of the debts described in the said Mortgage but have suffered the same to be paid by respondant or to pass into other hands. although they had due notice of all the said several proceedings & the indebtedness of respondant to Autrim. Respondant denies that the contract between Autrim & Makaffey was at any time forfeited for non payment or from any other cause but the same has been obligatory from its execution as respondant beleives. Respondant admits the Mortgage

to John Donley & & Bates but denies that the same was done to involve the subject in mistery but for an honest & legal purpose Respondon denies all fraud or combination of any kind & prays to be dismissed with his costs in this behalf most unjustly expended Allison & Hall Attys for Resp. State of Ohio Union County ss. Peyton B Smith being duly sworn depose and says that the several matters and things stated by him in the above answer as from his own knowledge are true and as from the information of others he believes to be true P B Smith. Sworn & subscribed this 19th day of July 1843. John Cahil Clerk. *

* Subpoena from last page recorded here having been omitted in its proper place

* And afterwards to wit: on the 5th day of April A D 1843 the following writ of subpoena issued from the office of said Clerk, to wit: State of Ohio Union County ss To the Sheriff of said County Greeting We command you that you Summon Robert L. Broome John Donly and Peyton B Smith to appear before our Court of Common Pleas, of the County of Union at the Court House on the first day of next Term to answer a petition in Chancery exhibited against them by William H. Woods and this they shall in no wise omit, under the penalty of one thousand dollars, and have you then there this writ. Teste &c. Witness. John Cahil, Clerk of said Court at the Court House in Marysville this fifth day of April A D 1843 John Cahil Clerk. and afterwards to wit on the 6th day of April 1843 said writ was returned indorsed We acknowledge service P. B. Smith. John Donly R L Broome served as per acknowledgement above April 6 1843 W W Steele Sheff. * And afterwards to wit: on the 19th day of October A D 1843 before said Court. This cause came on to be heard upon the bill of complainant and the answer of Peyton B. Smith. on consideration whereof it is ordered that this cau stand referred to W W Steele Master Commissioner of this Court who is hereby appointed Special Master Commissioner for that purpose to take and state an account of what is yet due the complainant on his said Mortgage and also if there was a contract for the sale of said Mortgaged premises to Isaiah Mahaffy and if so what amount the said Smith paid on said contract if any. And what the rents of said premises have been worth to the said Smith and Mahaffey. And it is further ordered that the said Master Commissioner proceed to take said account at the request of either party giving the adverse party ten days notice of the time and place of commencing the same. And it is further ordered that the said Master Commissioner make his report in the premises, at the next term of this Court to which time this cause is continued. And afterwards to wit: on the 16th day of April A D 1844 said Master Commissioner filed his report in the Clerks office aforesaid in the words and figures following, to wit: The Report of W W Steele to whom this case was refered as Special Master in Chancery, for the purpose of stating an account between the parties, pursuant to the interlocutory Decree, rendered at the October Term A D 1843 From the testimony in this case, contained in Complainants Bill. And the Deposition of James Turner. There is due complainant

four hundred dollars with interest thereon from the 5th day of April AD 1843. = There was a contract between Levi Antrim and Isaiah Mahaffy on the 13th day of April AD 1837. for Lot lot No 18 in the Town of Marysville. for which he was to pay $300.00 The proof of this is contained in Smiths answer. = Peyton B. Smith purchased of the said Mahaffy his interest in said contract. on the 4th day of March 1839. = Peyton B. Smith has not paid any thing on the contract. since he purchased of Mahaffy -- But Executed to the said Antrim a Deed of Mortgage to secure the payment of $175.00 to the said antrim. having received of said antrim a Deed in fee simple for said lot on the 16th day of March 1843 - Smiths answer says the Mortgage was executed to secure the sum of 275$ But the records of said mortgage shows it to have been for only $175.00 = The Rents of said Lot No 18. and its appurtenances have been worth to said Smith and Mahaffy. Twenty dollars pr year. making the sum of One hundred and Forty dollars for the whole time. of 7 years. one year and 11 months occupied by Mahaffy & the remainder by Smith. = Mahaffy is one of the witnesses to the Mortgage. executed by the said Antrim to the said W W Woods. all of which is respectfully Submitted W W Steele Master in Chancery. And afterwards to wit on the 18th day of April 1844 before said Court of Common Pleas "This cause came on to be heard upon the bill Answer of Defendant Peyton B Smith Testimony and report of the Special Master herein before appointed and the said Robson & Broome and John Donley Still failing to appear plead or otherwise defend it is ordered by the Court that the allegations in said Bill contained be taken as confessed against them. Whereupon the Court do find that there is still due the complainant on his said Mortgage the sum of four hundred dollars. That there is still due Antrim on the contract of sale made to Mahaffy prior to the execution of Complts Mortgage one hundred and seventy five dollars with its interest since due amounting to forty five dollars. it is therefore ordered adjudged and decreed that the said Defendants or some one of them pay or cause to be paid to the complainant the sum of one hundred and seventy five dollars aforesaid with its interest of forty five dollars within sixty days from the rising of this Court and that in default of said payment it is further ordered adjudged and decreed that the contract existing between said Antrim and Mahaffy originally but now between the said Antrim and his assignees be rescinded and declared utterly void. And it is further ordered that in default as aforesaid that Wm W Steele Special Master Commissioner proceed to sell the premises to wit Lot lot No 18. (eighteen) in the Town of Marysville for the discharge of the amount found so due as first above on the Mortgage of Compt, as upon Execution at Law and that he make return of his proceedings herein to the next term of this Court and it is further ordered that the defendants pay the costs of this cause including three dollars fee for the Special Master in this behalf. within sixty days or that execution issue therefor. Notice of appeal by Defendants. And afterwards to wit on the 29 th day of August AD 1844 The following order was issued from the office of the said Clerk to wit: The State of Ohio Union County. ss. I John Cupil Clerk of the Court of common Pleas

Order of Sale

within and for the County of Union and State of Ohio. do hereby certify that the following entry is truly taken and copied from the Journal of said Court at the April Term thereof A.D. 1844. To wit: W.H. Woods vs John Donley et als. April 18. 1844. In Chancery. This case came on to be heard upon the Bill, answer of Defendant Peyton B. Smith. Testimony and report of the Special Master herein before appointed and the said Robson L Broome and John Donley still failing to appear, plead or otherwise defend, it is ordered by the Court that the allegations in said Bill contained be taken as confessed against them. Whereupon the Court do find that there is still due the Compt on his said Mortgage the sum of four hundred dollars. That there is still due Antrim on the contract of sale made to Makaffy prior to the execution of Compt's Mortgage one hundred and seventy five dollars, with its interest since due amounting to forty five dollars, it is therefore ordered, adjudged, and decreed that the said defend =ants or some one of them pay or cause to be paid to complainant the sum of one hundred and seventy five dollars aforesaid with its inter =est of forty five dollars within sixty days from the rising of this Court and that in default of said payment it is further ordered, adjudged and decreed that the contract existing between the said Antrim and Makaffy originally but now between the said Antrim and his assignee be rescinded and declared utterly void, And it is further ordered that in default as aforesaid that Wm. W. Steele Special Master Commissioner proceed to sell the premises, to wit; in Lot No 18. (eighteen) in the Town of Marysville for the discharge of the amount found to due as first above on the Mortgage of Compt as upon executions at Law, and that he make return of his proceedings herein, to the next term of this Court, and it is further ordered that the Defendants pay the costs of cause including three dollars fee for the Special Master in this behalf, within Sixty days or that execution issue therefor. Notice of appeal by Defendants

Seal

In testimony where of I hereto subscribe my name and affix the seal of said Court this 29 th of August A.D. 1844 John Cupid Clerk

And afterwards to wit on the 2nd day of October A.D. 1844 said order was returned by said Sheriff indorsed "Rec'd this Order Aug 29. I offered the property for sale at the door of the Court House in the Town of Marysville on the 30 day of Sept 1844. having previously advertised according to Law, and having the same appraised by the Oaths of Leonard Gear, J Turner, & I Curl, at 140 $. and the same being so exposed was sold and struck off to Wm W. Woods, for the sum of 95 $ he being the highest and best bidder and that being 2/3 of the appraised value thereof Wm W Steele Sheff & Special Master in Chancery. And afterwards, to wit; on the day and year first herein aforesaid, to wit; on the 2nd day of October A.D. 1844 before said Court. On motion to the Court by Mr Lawrence counsel for the plaintiff and upon producing a report made in this cause by William W. Steele Master Commissioner of this Court bearing date September 30th 1844 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 Master Commissioner Convey the said Lands and tenements so sold as aforesaid, to the said William W. Woods in fee Simple

Attest John Cupid Clerk.

J M P

Jonathan Markle
vs
Thomas James &
Israel Sibold

Pleas before his Hono. Joseph R. Swan President, Silas Q Strong. James R. Smith & Christian Myers. 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 27th day of Twenty Seventh day of May in the year of our lord One thousand Eight hundred and Forty five. Be it remembered that heretofore towit, on the 21st day of Septem=ber A.D. 1842. Jonathan Markle sued out of the Clerks office, of the Court aforesaid the following writ of Replevin, against the said Thomas James and Israel Sibold towit, 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 Jonathan Markle, the goods and Chattles following, towit, one large waggon, value of $100, one Iron Grey horse of the value of $100, which Thomas James and James Sibold wrongfully detain from the said Jonathan Markle, as is said And also that you summon the said Thomas James, and James Sybold, 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 Jonathan Markle for the unlawful detention of the goods and Chattles aforesaid Damage Two hundred dollars, and have you then there this writ, Witness John Cassil Clerk protem, of said Court at the Court House in Marysville, this 21st day of Septem=ber. A.D 1842. John. Cassil Clerk. pro. tem, — Upon which writ was the following endorsement viz, Suit brot to recover one large Waggon value of $100, one Iron Grey horse of the value of $100, Common Size, of the Goods and Chattles of Plaintiff Lawrence Atty, — And af=terwards towit on the 21st day of Sept: A.D 1842. the said writ was returned to the Court aforesaid by the Sheriff endorsed as follows, "Served by reading to Defendants, delivering property to Plaintiff and taking bonds, Sept 21. 1842, W. W. Steele Sheff, Union County Ohio Which said Bond, reads in the the Words and figures following viz. Know all men by these presents that we Jonathan Markle, Cyprian Lee and Thomas Turner are held and firmly bound unto Thomas James and James Sibold in the petnal Sum of Four 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 21st day of September A.D 1842, The Condition of the above obligation is such that whereas, the said Jonathan Markle on the day aforesaid Sued out of the Court of Common Pleas of Union County Ohio, a writ of Replevin against the said Thomas James and James Sibold for the following goods and Chattles, towit One large Waggon, value of $100. One Iron grey horse of the value of $100, and which said writ is returnable at the next Term of said Court, Now if the said Jonathan Markle, shall appear at the next term of said Court and prosecute his suit to effect, and pay all Costs and damages which shall be awarded against him, then this

Obligation shall be void, otherwise in full force, Jonatha
Markle Seal Lyprian See Seal Thomas Turner Seal
And afterwards towit on the 19th day of December A.D. 1842
the said Jonathan Markle, filed in the Clerks office
of said Court, the following Narration towit,
State of Ohio Union County, ss. Jonathan Markle vs
Thomas James and James Sibold, Union Common Pleas
November Term 1842. Jonathan Markle complains of
Thomas James ~~and James Sibold~~ in a plea of Replevin
for that the Defendants on the first day of September 1842
at the County aforesaid were possessed of Certain goods
and Chattles of the Plaintiff to wit one large Waggon of
the value of one hundred dollars and one Iron Grey horse
of the value of One hundred dollars, to be delivered to the
Plaintiff when they the defendants should be thereunto
afterwards requested, yet the said defendants though re
=quested so to do, have not delivered the said goods and
Chattles nor any part thereof to the said plaintiff and
do the said Defendants, wrongfully detain the same
from the said Plaintiff to his damage two hundred
dollars and thereupon he Sues &c. by Wm. B. Sawrence his
attorney, And afterwards towit on the 06th day of July 1843,
this cause was continued with leave to amend declaration
(which amended declaration reads in the words and figures
of the original Narration above recorded, leaving the name
of James Sibold inserted) And afterwards to wit on the
18th day of October 1843. this cause was continued
under former Order, -- And afterwards towit on the
20th day of November A.D. 1843. the said Jonathan Markle
filed his amended Declaration, in the words and figures
of the Orginal Narration, (with the name of James Sibold
inserted). And afterwards towit on the 16th day of April
A.D. 1844. this cause was continued, And afterwards to
wit on the 1st day of October A.D. 1844. this cause was Contin
=ued, - And afterwards towit, Now on this day towit
the day and year first hereinbefore mentioned, This cause
came on and the Defendants still failing though Solemly
called, to come and defend, came not but made default
whereupon it is considered by the Court, that the Plaintiff
ought to recover, his damages by reason of the Illegal detention
of the goods and Chattles in the declaration described and
this cause is submitted to the Court for enquiry, neither of
the parties requesting a Jury. Whereupon the Court do find
that the right to Possession and right of Property was in
the Plaintiff at the Commencement of this suit and do
assess the damages of the said Plaintiff for the wrongful
detention of the goods and chattles by the said Defend
=ants at one cent It is therefore considered that the
Plaintiff recover said sum of one cent damages, so as
aforesaid assessed and also recover of the said

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p.95 Attest John Cassil clerk,

Jacob Taylor
vs
David Chapman

Pleas before his honor. Joseph R. Swan, President Silas G. Strong James R. Smith & Christian Myers, his associates, Judges of 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 29th day of May A.D. the year of Our Lord One thousand Eight hundred and Forty Five,

Be it remembered that heretofore towit on the 27th day of July A.D. 1843 Jacob Taylor. sued out of the Clerks office of the Court aforesaid his writ of Replevin against David Chapman, which reads in the words and figures following towit. The State of Ohio Union County ss. To the Sheriff of said County Greeting, We Command you, that without delay you cause to be replevied to Jacob Taylor the following described property towit. One Bay Mare two years old last grass, which David Chapman wrongfully detains from the said Jacob, Taylor. as is said and also that you summon the said David Chapman to appear on the 1st day of next Term, of our Court of Common Pleas to be held within and for said County of Union to answer unto the said Jacob Taylor for the unlawful detention of the goods and Chattles aforesaid damages Fifty dollars, and have you then there this writ, Witness John Cass. Clerk of said Court at the Court House aforesaid this S.S. 27th day of July A.D. 1843. John Cassil Clerk. -- And afterwards towit on the 29th day of July A.D. 1843 the said Writ was returned to the Court aforesaid by the Sheriff endorsed as follows "Served the within writ July 28. 1843. A. Le. Jennings Dep't Sheriff. -- And afterwards towit on the 29th day of July The said Sheriff filed herein a Bond which reads in the words and figures following towit. Know all men by these presents that we Jacob Taylor. Levi Taylor and Zachariah Roleman are held and firmly bound unto David Chapman in the penal sum of One hundred dollars lawful money of the United States to the payment of which well and truly to be made we bind ourselves. our heirs and Executors firmly by these presents sealed with our seals and dated this 28th day of July A.D. 1843. The condition of the above obligation is this that whereas the above named James Taylor, sued out of the Clerks office of the Court of Common Pleas of Union County his Writ of Replevin for One Bay Mare, two years old last grass (see appraisement Bill herewith filed and which said writ

Writ

Bond

is returnable to next Term of said Court of Common Pleas. Now if the said Jacob Taylor, shall appear at the next Term of said Court and prosecute his suit to effect and pay all cost and damages that may be awarded against him then this obligation to be void otherwise to be in full force and virtue in Law Jacob Taylor Seal Levi Taylor Seal Zachariah Roteman Seal, — And the said Sheriff, on the 29th day of July A.D. 1843 Filed herein the appraisement, which reads in the words and figures following towit, We the undersigned being called upon by A.L. Jennings Dep: Sheriff of Union County & State of Ohio to appraise the following property in Replevin by Jacob Taylor, after being duly sworn we appraise said property as follows towit one Bay 2 year old Mare last grass at Twenty Five dollars, Given under our hands and Seals this 28 day of July A.D. 1843. James Ewing Seal Simon Rickard Seal, And afterwards to wit on the 20th day of November A.D. 1843. Jacob Taylor by W.L. Lawrence his attorney, filed herein his declaration in the words and figures following, viz. State of Ohio Union County, ss. Union Com. Pleas, Oct Term 1843. Jacob Taylor, complains of David Chapman in a plea of Replevin for that the said David on the 26th day of July A.D. 1843. at the County of Union aforesaid was possessed of certain goods and chattles of the said Jacob Taylor, towit one bay Mare, two years of age in the Spring or Summertime of 1842, and of the value of 50$, to be delivered to the said Jacob Taylor, when he the said David Chapman should be thereunto afterwards requested so to do has not delivered the said goods & Chattles or any part thereof to the said Jacob Taylor, and so the said David Chapman wrongfully detains the same, from the said Jacob Taylor to his damage Fifty dollars and thereupon he sues &c. by W.L. Lawrence his atty. And afterwards towit on the 2nd Day of January A.D. 1844 David Chapman by P.B. Cole his attorney filed herein his Answer, which reads in the words and figures following towit, David Chapman, ads, Jacob Taylor, In Replevin And the said David Chapman, comes and defends &c, and that he wrongfully detains the goods and Chattles specified in the declaration in any part thereof in manner and form as therein alledged and of this he puts himself upon the Country &c, & the said Jacob doth the like P.B. Cole atty for Deft. The Plaintiff is hereby notified that the said Defendant, will on the trial of this case, insist and prove, that at the time when the wrongful detaining of the said goods and Chattles in the declaration mentioned is supposed, the property in the same goods & Chattles was in him the said David Chapman, & not in the said Jacob Taylor. P.B. Cole Atty for Deft. And afterwards to wit, on the 17th day of April A.D. 1844. this cause was continued, And afterwards towit on the 3d day of October A.D. 1844. Came the parties by their attornies, and thereupon came a Jury, towit Bolden Hagar

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David Beard John F Sabin David Vannoy Wm Marker. Andrew Keyes Ransom Clements James B. Clynes, Gregory Hawley Silas Bell & Cyprian Lee, who being empannelled and Sworn the truth to speak. upon the issue Joined between the parties after hearing the proofs and allegations of the parties do say that they cannot agree and thereupon the said Jury were discharged, and this cause continued, And afterwards to =wit on the 29th day of May A.D 1845. came the parties by their attornies and thereupon came a Jury to wit Wm Freshwater Wm. McAllaster James Bird, Samuel Graham, Moses Amarine John A. Bozart, David Paul, Edward Smith William N. Badley William Wynegar, Henry Goodrich, and James Reed, who being empannelled and sworn, the truth to speak upon the issue joined between the parties upon their oaths do say that at the Commencement of this suit the right of Property and right of possession in and to the said Goods and Chattles were in the said David Chapman, by reason of the premises to Twenty five dollars. - It is Therefore Considered that the said David Chapman go hence without day and recover of the said Jacob Taylor the said Sum of Twenty five dollars, the dam, =ages so assessed as aforesaid together with the costs in this behalf expended, taxed to dollars Cents to

$1.12 attest John Cassil Clerk.

Ransom Clark. }
vs }
A. D Jennings }

Pleas before his Honor. Joseph R. Swan President, Silas Q. Strong James R. Smith and Christian Myers. his associates, Judges of 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 Twenty Ninth day of May in the year of our Lord One thousand Eight hundred and Forty Five,

Be it remembered that heretofore towit on the Ninth day of November A.D 1843. Ransom Clark sued out of the Clerks office of said Court of Common pleas. his writ of Replevin, which said Writ reads in the Words and figures following towit, "The State of Ohio Union County ss. To the Coroner of said County Greeting We Command you that without delay you cause to be replevied unto Ransom Clark, the goods and Chattles following to wit Two barrels of Salt of the value of Twenty five barrels of Salt dollars which Absalem D. Jennings wrongfully detains from the said Ransom Clark, as is said and also that you summon the said Absalem C. Jennings 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 Ransom Clark for the unlawful detention of the goods and Chattels aforesaid Damages

Fifty dollars. and have you then there this writ Witness John Cassil Clerk, of said Court at the Court House in Marysville this 9th day of November, AD1843. John Cassil Clerk. S.S. Which said writ was returned by the said Coroner, to said Court of Common Pleas on the 9th day of November AD1843. with the following endorsement thereon to wit." Served by reading to Deft, delivering property to Plaintiff and taking Bonds Nov. 9. 1843. Wm A. Frank Coroner, — And the Coroner aforesaid, on the 9th day of Nov. 1843. filed herein an appraisment of the property replevied which appraisment reads in the words and figures following viz: We the undersigned being Called upon by Wm A. Frank. Coroner of Union County Ohio to appraise the property hereafter mentioned taken in Replevin by Ransom Clark, of A. C. Jennings Sheriff of Union County Ohio after being duly sworn by said Coroner we do appraise said Goods as follows. viz 2 barrels of Salt at $2.75 pr Barrel, amounting in all to $5.50 dollars and Fifty cents Given under our hands and Seals this 9 day of November AD1843. Wm Campbell Seal 19 Rezarter Seal State of Ohio Union County ss. The above appraisors were duly Sworn by me agreeable to law, on the 9th day of November AD1843. Wm A. Frank. Coroner,
And afterwards towit on the 9th day of November AD1843 the said Coroner filed herein a Bond, - which reads in the words and figures following towit" Know all men by these presents that we Ransom Clark. Robson & Broom & Monroe Moore are held and firmly bound unto Absalem C Jennings in the sum of One hundred dollars lawful money to the payment of which well and truly to be made we bind ourselves, heirs executors & Administrators firmly by these presents sealed and Signed by us this 9th day of November AD1843. The conditions of this bond is this whereas Ransom Clark sued out of the Clerks office of the Court of Common pleas of Union County on the 9th day of November AD1843. his writ of Replevin for 2 barrels of Salt Now if the said Ransom Clark does well and truly appear at the next Term of the Court of Common Pleas of Union County and prosecute his said Suit to effect and pay all damages & Costs that may be awarded against him then this obligation to be void otherwise to remain in full force and virtue in law, R. Clark. Seal Monroe C. Moore Seal R. & Broom Seal. And afterwards towit on the 27th day of May AD1844. the said Ransom Clark by W C. Lawrence his attorney filed herein his Narration in the words and figures following viz The State of Ohio Union County ss, Union Comm Pleas April Term 1844. Ransom Clark Complains of Absalem C. Jennings in a plea of Replevin for that the said Jennings on the first day of November 1843. at the County of Union was possessed of Certain goods and Chattels of the said Ransom Clark towit Two barrels of Salt of the value of Twenty five dollars to be delivered to the said Ransom Clark when he the said

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Absalem le Jennings should be there to afterwards requested
yet the said Jennings though requested so to do has not delivered
to the said Clark the said Goods and Chattles nor any part
thereof and so the said defendant wrongfully detains the
same to the damage of the Plaintiff Fifty dollars and there
upon he brings suit &c. by W. le. Lawrence his attorney.
And afterwards towit on the 1st day of October A.D. 1844.. On
Motion to the Court It is ordered that Defendant file his bond
to the acceptance of the Clerk, of this court, in Sixty days from
the rising of this Court in the sum of $100. and cause Con
tinued. - And afterwards towit on the 21st day of November
A.D. 1844. the said R. Clark filed herein his Bond as ordered
by the Court, which reads in the words and figures following towit
Know all men by these presents that we Ransom Clark & Harley
Moore are held and firmly bound unto Absalem le Jennings
in the sum of One hundred dollars lawful money to the pay
ment of which well and truly to be made we bind ourselves
our heirs. Executors and administrators firmly by these pre
sents Sealed and Signed by us this 21st day of November A.D.
1844. The Condition of this bond is such that whereas the
said Ransom Clark sued out of the Clerks office of the
Court of Common Pleas of Union County on the 9th day
of November A.D. 1844. his writ of Replevin for 2 barrels of
Salt. and afterwards to wit at the October Term of said
court A.D. 1844 it was ordered that said Clark give addi
tional bonds in the sum of. One hundred dollars, Now
if the said Ransom Clark does well and truly appear
at the next Term of the Court of Common Pleas of
Union County and prosecute his said suit to effect & pay
all damages and Costs that may be awarded against
him then this obligation to be void otherwise to remain in
full force and virtue in law, R. Clark Seal Harley Moore
Seal Approved by me John Cassil Clerk. And afterwards
to wit on the 9th day of April A.D. 1845 A. le. Jennings by P. B. Cole
his attorney filed herein his plea, which reads as follows towit,
Absalem le. Jennings ads. Ransom Clark In Replevin Union Com'n
Pleas And the said Absalem le Jennings Comes and defends
&c. and says that he does not wrongfully detain the goods and
Chattels Specified in the Plaintiffs declaration or any part there-
of in manner and form as therein alledged against him and
of this he puts himself upon the Country and the said Clark doth
the like P. B. Cole Atty for defendant The Plaintiff or his Counsel
Will take notice That the Defendant will give in evidence and
insist on the trial of the above cause that the property mentioned
in the declaration was held by the said Jennings as Deputy
Sheriff of said County by virtue of a levy by him made in Obe
diance to the command of an Execution issued from the Court
of Common Pleas of said County of Union wherein Polly
Thompson Administratrix of the estate of Hugh Thompson
deceased, was Plaintiff and one Alpheus Hoskins was

Defendant and that the said property was the proper-
=ty of said Alpheus Hoskins and held as such by the
said Jennings by virtue of the levy aforesaid J P B Cole
atty, And afterwards to wit the 29th day of May A.D.
1844. Came the parties by their attornies and neither
party requiring a Jury. Submitted this cause to the Court
And the Court being fully advised in the Premises
are of Opinion that at the Commencent of this suit
the right of Possession, and the right of Property in and to
the said goods and Chattles was not in the said Ran
=som Clark. and the Court do assess the damages of
the said A.G. Jennings by reason of the premises to One
Cent Therefore It is Considered by the Court that the
said A.G. Jennings go hence without day and recover
his damages so assessed as aforesaid and the Costs
herein expended taxed to dollars,
$1.38 Attest John Cassil Clerk,

X Orlin Hoskins
vs
A. G. Jennings

Pleas before his Honor. J. R. Swan
President. Silas Q. Strong James R. Smith
& Christian Myers his associates, Judges,
of a Court of Common Pleas. began and
held at the Court House in the Town of Marysville Union County
Ohio, on the Twenty Ninth day of May in the year of our Lord
One thousand Eight hundred and Forty Five,
Be it remembered that heretofore to wit on the 7th day of
November A.D. 1843, Orlin Hoskins sued out of the Clerks office
of said Court of Common Pleas. his writ of Replevin, which
reads in the words and figures following towit, "State of Ohio
Union County ss. To the Coroner of said County Greeting, We
Command you that without delay you cause to be replevied unto
Orlin Hoskins the Goods and Chattels following towit Eight
hundred feet of Ash Flooring boards, value 10$ and Three
thousand bricks value 12$, which Absalem G. Jennings de
=tains from the said Orlin Hoskins as is said and also that
you Summon the said Absalem G. Jennings to appear on the
first day of the next Term, of our said Court of Common
Pleas to be held within and for the County of Union to Answer
unto the said Orlin Hoskins for the unlawful detention of
of said goods and Chattels damages Fifty dollars and
have you then there this writ Witness John Cassil Clerk
of our said Court, at Marysville this 7th day of November AD
1843. John Cassil Clerk. And afterwards to wit on the 10th
day of November A.D. 1843. The Coroner returned the writ to the
said Court with the following endorsement thereon towit Served
by reading to Defendant and delivering property to Plaintiff
and taking Bond Nov. 7. 1843. Wm A. Franke Coroner.

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And afterwards to wit. on the 10th day of November A.D. 1843 the said Coroner filed herein The Appraisement, and Bond, which Appraisement reads as follows to wit, Orlin Hoskins vs A.G. Jennings. We the undersigned being called upon by Wm H. Frank Coroner of Union County Ohio and after his administering the Oath required by Law, Proceeded to appraise a lot of Ash Flooring Planks, supposed to be about 800 feet and about 3000, brick which was levied upon by A.G. Jennings Sheriff. as the property of Alphens Hoskins & them replevied by Orlin Hoskins and we do appraise said plank at $8.00 and the brick at $10.50 Given under our hands this 7th day of November A.D. 1843. Andrew Amrine Henry Amrine, State of Ohio Union County ss the above Appraisors were sworn by me agreeable to law on the 7th day of November A.D. 1843 Wm H. Frank. Coroner,- and the said Bond reads as follows, Know all men by these presents that we Andrew Amrine & Monroe Moore are held and firmly bound unto Absalem G. Jennings in the sum of One hundred dollars lawful money to the payment of which well and truly to be made we bind ourselves heirs Exec-utors & Administrators firmly by these presents sealed and Signed by us this 7th day of November. A.D. 1843. The Condition of this bond is this, whereas Orlin Hoskins sued out of the Clerks office of the Court of Common Pleas of Union County on the 7th day of Nov. A.D. 1843. his writ of Replevin for Eight hundred dollars. feet of Flooring boards and three thousand brick Now if the said Orlin hoskins does well and truly appear at the next Term of the Court of Common Pleas of Union County and prosecute his said Suit to effect and pay all damages & Costs that may be awarded against him then this obligation to be void otherwise to remain in full force and virtue in Law, Andrew Amrine Seal, Monroe C. Moore Seal And afterwards to wit on the 27th day of May A.D. 1844. Orlin Hoskins by W.G. Lawrence his attorney filed herein his Narration, in the words and figures following. State of Ohio Union County ss Union County Court of Common Pleas April Term 1844. Orlin Hoskins Com plains of Absalem C. Jennings in a plea of Replevin for that the said Defendant on the 7th day of November 1843. at the County of Union was possessed of certain Goods & Chattels of the said Plaintiff to wit Eight hundred feet of Ash Flooring boards of the value of ten dollars and three thousand brick of the value of twelve dollars to be delivered to the plaintiff when he the said Jennings Should be thereto afterwards requested to do so yet the said Defend. and although requested, has not delivered the said goods and Chattels nor any part thereof to the said Orlin Hoskins and Do the said defendant wrongfully detains the same from the said Orlin Hoskins to his damage Fifty dollars and therefore he sues &c. by W.G. Lawrence his attorney, And afterwards to wit on the first day of October A.D. 1844. On Motion the Court ordered that Defendant file his bond in this case to the acceptance of the Clerk of this court within sixty days from the rising of this Court in the Sum of One hundred dollars and Costs Continued Which said bond was filed on the 26th day of November A.D. 1844. and reads in the Words and figures following to wit,

Know all men by these presents that we Orlin Haskins and A. Algernon S. Johnson are held and firmly bound unto Absalem C. Jennings in the sum of One hundred dollars lawful money to the payment of which well and truly to be made we bind ourselves our heirs, Executors and Administrators firmly by these presents sealed and signed by us this 23d day of November AD 1844. The Condition of this bond is such that where=as the said Orlin Haskins sued out of the Clerks office of the Court of Common Pleas of Union County on the 7th day of November AD 1843 his writ of Replevin for Eight hundred feet of Ash flooring boards and three thousand brick and afterwards to wit at the Oct Term of said Court AD 1844. it was or-=dered that said Haskins give additional bonds in the sum of One hundred dollars Now if the said Haskins does well and truly appear at the next Term of the Court of Common Pleas of Union County and prosecute his said suit to effect and pay all damages and Costs that may be awarded against him then this obligation to be void otherwise to remain in full force and virtue in law Orlin A. Haskins Thomas Teat Thos Turner seal, Approved by me. John Cassil Clerk. And afterwards towit on the 9th day of April AD 1845, A. C. Jennings by F B. Cole his attorney, filed herein his plea, in the words and figures following towit "Orlin Haskins vs A.C. Jennings In Replevin And the said Absalem C. Jennings comes and defends &c Says that he does not wrongfully detain the goods and Chattels Specified in the Plaintiffs Declaration or any part thereof in manner and form as therein alledged, And of this he puts himself upon the Country and the said Haskins doth the like F B Cole atty for Deft: The Plaintiff or his attorney will take notice that Defendant will give, in evidence and insist on the trial of the above cause, that the property mentioned in the declaration was held by the said Absalem C Jennings as deputy Sheriff of Union County aforesaid by virtue of a levy by him made in obediance to a command of an Execu=tion issued from the Court of Common Pleas of said County Wherein Polly Thompson Administratrix of the estate of Hugh Thompson deceased was Plaintiff and one Alpheus Haskins was Defendant, And that the said property was the prop=erty of said Alpheus Haskins and held as such by the said Jennings by virtue of said levy. F B. Cole his Attorney. And afterwards towit, the day and year first hereinbefore mentioned towit the 29th day of May AD 1845 came the parties by their attornies and neither party requiring a Jury submitted this Cause to the Court and the Court being fully advised in the premises are of the Opinion that the said A.C. Jennings doth detain the goods and Chattles of the said Orlin Haskins in Manner and form as the said Orlin Haskins hath complained against him And the Court doth assess the Damages of the said Orlin Haskins by reason of the premises, at one cent, Therefore it is Considered by the Court that the said Orlin Haskins recover,

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...of the said A. & Jennings his damages assessed as aforesaid to gether with the costs in this behalf expended, taxed to

dollars cents $1.30

Attest John Cassil Clerk.

William & Hoskins
vs.
William & Malin & A. & Jennings

Pleas before his Honor. Joseph R Swan. President Silas Q. Strong James R. Smith, and Christian Myers. his associates Judges of a Court of Common Pleas began and held at the Court House in the Town of Marysville Union County Ohio. on the Twenty Ninth day of May in the year of our Lord one thousand Eight hundred and Forty Five,

Be it remembered that heretofore towit on the 7th day of November A.D. 1843. William & Hoskins sued out of the Clerks office of said Court his writ of Replevin which reads in the words and figures following towit, State of Ohio Union County ss To the Sheriff of said County Greeting We Command you, that without delay you cause to be replevied unto Wm & Hoskins the goods and Chattels following towit, One bay Mare near 13 years old of the value of Fifty dollars, - Which William & Malin & Absalem & Jennings wrongfully detain from the said Wm & Hoskins as is said and also that you Summon the said William & Malin and Absalem & Jennings to appear on the first day of the next term of our Court of Common Pleas to be held within and for the County of Union to Answer, unto the said Wm & Hoskins, for the unlawful detention of said goods and Chattel damages fifty dollars and have you then there this writ, Witness John Cassil Clerk of our said Court at Marysville this 7th day of November, A.D. 1843. John Cassil Clk, And afterwards to wit on the 8th day of November A.D. 1843. The said Sheriff returned said writ to said Court, with the following endorsement thereon, Served by Replevying the Mare, reading writ to Defendants Malin & Jennings - delivered property to Wm & Hoskins and taking bonds. for $100. November 8. 1843. W. W Steele Sheriff - And afterwards to wit on the 7th day of November A.D. 1843. the said Sheriff filed herein the appraisement, and Bond, which said Appraisement reads in the words and figures following towit, Wm & Hoskins vs Wm & Malin & Absalem & Jennings Union Com. Pleas In Replevin, The undersigned being called upon by William W. Steele Sheriff of Union County Ohio to appraise 1 bay Mare taken by said Sheriff by virtue of a writ of Replevin in the above Case, After being duly sworn by said Sheriff upon actual view we do appraise said Mare at Thirty dollars Given under our hands and Seals this 8th day of November A.D. 1843. Robson P. Broome Seal Levi Lyon Seal Mains Wason Seal State of Ohio Union County ss The above Appraison appeared before me on the 7th day of November 1843. and were duly sworn according to the provisions of the Statute in such cases made and provided Given under my hand

this 7th day of November AD 1843. William W. Steele Sheriff U C.O.
And the said Bond reads as follows towit. Know all men
by these presents that William C. Hoskins Wesley Amrine and
Tobias Beighler are held and firmly bounds unto Wm C. Malin
& Absalem C. Jennings in the penal sum of One hundred
dollars legal money of the United States, To the payment of
which well and truly to be made we bind ourselves, heirs,
executors & administrators firmly by these presents sealed
with our seals and dated this 8th day of November AD 1843.
The Condition of this bond is this the said Wm C. Hoskins
has sued out of the Clerks office of the Court of Common
Pleas of Union County on the 7th day of November AD 1843 his
writ of Replevin for 1 Bay Mare of the value of Fifty dollars
which the said Jennings and Malen wrongfully detained
which said Writ is returnable to the next term of the Court
Now if said Wm C. Hoskins does well truly and personally
appear at the next term of the Court of Common Pleas
of Union County and prosecute this said suit to effect, and
pay all damages and Costs that may be awarded against
him by said Court, then this obligation is to be void other
wise to remain in full force and effect in law, Wm C. Hoskins
Wesley Amaine seal Tobias Beighler seal, And afterwards to wit
on the 27th day of May AD 1844. Wm C. Hoskins by W. C. Sawrence his
attorney filed herein his Narration in the words and figures following
to wit State of Ohio Union County ss. April Term of the Court of Common
Pleas 1844. Wm C. Hoskins complains of William C. Malin and Absalem
C. Jennings in a plea of replevin for that the said defendants on the first
day of November 1843. at the County of Union was possessed of certain
goods and Chattles of the said Wm C. Hoskins towit 1 bay Mare near 13
years old of the value of Fifty dollars to be delivered to the said Plaintiff
when the said defendants should be thereunto afterwards requested yet
the Defendants though requested so to do has not delivered the said good
and Chattles nor any part thereof to the plaintiff and so the said de
fendants wrongfully detain the same from the said Wm C Hoskins to
his damage $50,00 and therupon he sues &c. by Wm C Sawrence his attorney
And afterwards towit on the 2nd day of October AD 1844. on motion to the
Court. Their Defendants were granted leave to plead and Cause Continued
and afterwards towit on the 30th day of October AD 1844. the Defendants
by P. B. Cole their attorney, filed their plea herein, in the following words
and figures viz: William C. Malin and Absalem C. Jennings ads Willia
C Hoskins In Replevin And the said William C. Malin and Absalem
C. Jennings comes and defends &c, and say they that they do not wrong
fully detain the goods and Chattels Specified in the declaration or any part
thereof in manner and form as therein alledged and of this they put them
selves upon the Country and the said Hoskins doth the like P B Cole
Atty for Defts. The Plaintiff or his attorney will take notice that the
Defendant Absolem C. Jennings will give, in evidence and insist
on trial of the above Cause that the property mentioned in the
Declaration was held by the said Jennings as Deputy Sheriff of
Union County, by virtue of a levy by him made, in obedience to

the Command of an Execution issued from the Court of Common pleas of said County, wherein Polly Thompson Administratrix of the Estate of Hugh Thompson deceased was Plaintiff and one Alpheus Hoskins was Defendant, and that the said property was the property of said Alpheus Hoskins, and held as such by the said Demings by P B Cole his attorney. And afterwards to wit now on this day to wit the 29th day of May A D 1845. came the parties by their attornies and neither party requiring a Jury submitted this Cause to the Court And the Court being fully advised in the premises are of the opinion that the said A. C. Demings doth detain and William C. Malin doth detain the goods & Chattels of the said William C Hoskins in manner and form as the said Wm C Hoskins hath Complained against them And the Court doth assess the damages of the said Wm Hoskins by reason of the premises at one cent Therefore it is considered by the Court that the said William Hoskins recover of the said W C. Malin and A. C. Demings his damages as assessed aforesaid together with the costs in this behalf expended taxed dollars.
Attest John Cassil Clerk.

Settled

Chapman Elliott
vs
Edwin Q. Converse

Pleas before his Honor A. R. Swan President Silas Q. Strong James R. Smith and Christian Myers his associates Judges of a Court of Common Pleas began and held at the Court House in Marysville within and for the County of Union and State of Ohio, on the

Newton Weaver
vs
Elijah Breedlove & Matthew Mason

Pleas before his honor A. R. Swan President. Silas Q Strong James R. Smith & Christian Myers his associates Judges of the Court of Common Pleas began and held at the Court House in the Town of Marysville County of Union and State of Ohio on the Twenty Seventh day of May in the year of our Lord One thousand Eight hundred and Forty Five,

Be it remembered that heretofore to wit on the Twenty Seventh day of May A D 1845. came the said Newton Weaver by Morris his attorney and filed his Declaration in the words and figures following towit The State of Ohio Union County Court of Common Pleas of the Term of May A D 1845, Union County ss. Newton Weaver Complains of Elijah Breedlove and Matthew Mason on the Twenty third day of August in the year of our Lord Eighteen hundred and Forty three at Union County aforesaid made their Certain writing obligatory of that date sealed with their seals and to the Court now here Shewn and then and there delivered the same to one Orrin Reed and thereby bound themselves Jointly and Severally to pay to the said Orrin Reed or order the sum of Two hundred

dollars for value received to be paid Six months after date of the said writing obligatory which period has now elapsed and the said Orrin Reed to whom or to whose order, the said Sum of money in said writing Obligatory mentioned was to be made after the making of the same, and before the payment of said Sum of money in said writing obligatory mentioned or any part thereof & before the time appointed by said writing obligatory for the payment of the same, towit on the day and year above mentioned endorsed the said writing obligatory to the said Newton Weaver by reasons whereof the said Elijah Breedlove and Matthew Mason, became liable to pay to the said Newton Weaver the said sum of money mentioned in the said Writing obligatory according to the tenor and effect thereof & of the endorsement made thereon as aforesaid. Yet the said Elijah Breedlove and Matthew Mason altho often requested have not yet paid Sum of Two hundred dollars nor any part thereof to him the said Newton Weaver, They the said Elijah Breedlove & Matthew Mason have hitherto wholly refused and still do refuse to the damage of the said Newton Weaver, in the sum of One hundred dollars and therefore he sues &c. Corwins Offs Atty, And afterwards towit on the 27th day of May Adl 1845. the Defendant by James W. Crawford his attorney filed here in his plea, which reads in the words and figures following towit. "Union Com'n Pleas 1845 Newton Weaver assignee of Orrin Reed vs Elijah Breedlove and Matthew Mason. Plea &c. And the said Matthew Mason & Elijah Breedlove by J. W. Crawford their attorney comes and defends the wrong and injury and say they cannot gainsay the action of the plaintiff or say anything in bar. or preclusion of the same and by virtue of a Warant of Attorney for that purpose made and executed by the said Elijah Breedlove and Matthew Mason. Confess a Judgement against the said Elijah Breedlove and Matthew Mason in favor of the said Newton Weaver for the sum of Two hundred dollars, the debt in the Declaration mentioned and also for the sum of Thirty two dollars and five cents the damage sustained by reason of the detention of said Debt, and for the Cost of Suit to be taxed and & by virtue of the same Warrant of Attorney all error is waived and all right of Appeal and Stay of Execution, James W. Crawford Atty for Deft. And afterwards towit on the 27. day of May Adl 1845, came into Court Newton Weaver by Corwin his Attornies and filed his Declaration against the said Elijah Breedlove and Matthew Mason and thereupon James W. Crawford one of the Attornies of this Court appeared in Open Court in behalf of the said Elijah Breedlove and Matthew Mason, by virtue of a Warant of Attorney for that purpose Executed by the said Elijah Breedlove and Matthew Mason, and now produced in Open Court waived the issuing and Service of process and Acknowledged that the said Elijah Breedlove and Matthew Mason do owe the said Newton Weaver the said Sum of Two hundred dollars the Debt in the Declaration mentioned in manner

and form as the said Newton Weaver hath declared against them and confessed that the said Newton Weaver hath sustained damages by reason of the detention of said debt to the sum of thirty two dollars and five cents It is therefore Considered that the said Newton Weaver recover of the said Elijah Breedlove and Matthew Mason, the said sum of Two hundred dollars the debt in the Declaration mentioned also the sum of thirty two dollars and five cents for his damages sustained by reason of the detention of said debt together with the sum of dollars cents for his Costs and Charges expended $.85

here in
Attest John Cassil Clerk,

John Doe Ex dem
Syne Starling
vs
Richard Roe,
John Fish. Tenant

Pleas before his honor Joseph R. Swan, President. Silas C. Strong James R. Smith and Christian Myers. his associates Judges, of 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 Twenty Seventh day of May in the year of our Lord One thousand Eight hundred and Forty Five,

Be it remembered that heretofore towit on the 12th day of September A.D. 1844. Came Syne Starling by John W. Andrews. his attorney and filed herein his Declaration, together with the notice to the Tenant, and the return of Service, which said Declaration reads in the words and figures following towit. The State of Ohio Union County ss. Court of Common Pleas July Term A.D. 1844. John Doe Complains of Richard Roe. for that Syne Starling on the first day of January in the year of our Lord One thousand Eight hundred and Forty four at Union County aforesaid had demised to the said John the following lands and tenements. towit Part of Survey N° Two thousand Nine hundred and Eighty one (2981) in the name of Andrew Tarbourn, beginning at two hickories and an Elm corner to land sold Jason Rice thence N. 37 W. 233 poles to two lynns, and a Sugartree, thence N. 53 W. 169 poles to two lynns and a Sugar tree thence S 37 E. 236 poles to an Elm & Walnut thence S. 52 W. 169 poles. with the original South line of said Survey to the beginning Containing 247½ acres of land be the same more or less, and also ten messuages, ten Cabins, ten barns, ten Stables, ten orchards ten outhouses ten yards ten gardens five hundred acres of arable land five hundred acres of meadow land five hundred acres of pasture land five hundred acres of Wood land five hundred acres of land Covered with water and five 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 Syne Starling on the first day of January in the year of our Lord one thousand eight hundred and forty four, at the County of Union aforesaid had demised to the said John five other messuages five Cabins five barns five Stables five Orchards five out houses five yards five gardens five hundred acres of arable land five hundred acres of Meadow land, five hundred acres of pasture land five hundred acres of Wood land five hundred acres of land Covered with water and five 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 by virtue of which said Several ~~Claims~~ 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 tenth day of January in the year of our Lord one thousand eight hundred and forty four, 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 John M. Andrews his Atty. And the said Letter to the tenant reads as follows. to wit Mr. John Fish 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 Judgement will be entered against me by default and you will be turned out of Possession dated this 9th day of July A.D. 1844. Richard Roe, and the return of Service by the Sheriff reads as follows to wit — "Served by reading and explaining this writ to a daughter of J. Fish, over the age of 14 years and leaving a Certified Copy at his residence July 31, 1844. W. W. Steele Sheriff U.C.O. And afterwards to wit on the Twenty Seventh day of May A.D. 1845. Came the said John Doe by his attorney, and the said Richard Roe though Solemly Called Came not but made default Therefore it is Considered by that the said John Doe recover against the said Richard Roe his said Term yet to Come in the tenements aforesaid with the appurtenances,

$.85 Attest John Cassil Clerk.

John Doe Esc dem.
Syne Starling
v
Richard Roe.
James Bryan Tenant.

Pleas before His Hon. Joseph R. Swan, President. Silas Q. Strong James R. Smith and Christian Myers. his Assoc. -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 Twenty Seventh day of May in the year of our Lord one thousand Eight hundred and Forty five.

Be it remembered that heretofore towit on the 12th day of Sep- =tember AD 1845 Syne Starling by John W. Andrews his Attorney filed his said Court, his Declaration herein together with the the letter to the Tenand and the return of Service by the Sheriff which said Declaration reads in the words and figures follow- =ing towit. The State of Ohio. Union County ss Court of Common Pleas July Term AD 1844. John Doe Complains of Richard Roe. for that whereas Syne Starling on the first day of Jan- =uary in the year of our Lord one thousand Eight hundred and Forty four. at Union County aforesaid had demised to the said John the following lands and tenements. towit a part of John Knights Survey in the Virginia Military district No 3881. being that part of said Survey now in the possess -ion and Occupancy of James Bryan, and also five messuages five Cabins five barns five Stables five orchards five outhou -ses five yards five gardens. five hundred acres of Arable land five -hundred acres of meadow land five hundred acres of pasture land, five hundred acres of Wood land, five hundred acres of land covered with water and five hundred acres of other land, with the appurte- -nances situate in the 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 ensueing 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 towit on the tenth day of January in the

year of our lord One thousand Eight hundred and forty four with force and arms entered into the said Tenements with the appurtenances and ejected the said John there from, and other wrongs to the said John then and there did, to his damage One hundred dollars. And therefore he sues &c. by John M. Andrews. his attorney
And the said Letter to the tenants reads in the words and figures following towit." Mr James Bryan 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 Comm Pleas within and for the County of Union and State of Ohio, and make yourself defendant in my stead otherwise Judgement will be entered against me by default and you will be turned out of possion dated This 9th day of July A.D. 1844. Richard Roe, and the said Sheriffs return reads as follows towit, I served this writ by reading the letter and explaining the declaration, and leaving a certified Copy thereof with the wife of James Bryan Sept 11. 1844. James Bryan not being found on the premises W. W. Steele Sheriff. U.C.O.
And afterwards towit on the Twenty Seventh day of May A.D. 1845. Came the said John Doe by his attorney and the said Richard Roe though solemly Called Came not but made default Therefore it is considered that the said John Doe recover of the said Richard Roe, his said Term yet to Come, in the tenements aforesaid with the appurtenances
Attest John Cassil Clerk.

p. 76

John Doe Exc:dem:
Syne Starling
vs
Richard Roe.
David Tanney Tenant

Pleas before his honor Joseph R. Swan. President Silas Q. Strong James R. Smith & Christian Myers. 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 Twenty Seventh day of May in the year of our lord One thousand Eight hundred and Forty Five.
Be it remembered that heretofore to wit on the 12th day of September A.D. 1845. Syne Starling, by J.M. Andrews his attorney filed herein his Declaration, together with a Letter to the Tenant. and the return of Service made by the Sheriff. which Declaration reads in the words and figures following towit: The State of Ohio Union County ss. Court of Common Pleas July Term A.D. 1844. — John Doe Complains of Richard Roe, for that whereas Syne Starling

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on the first day of January in the year of our Lord one thousand eight hundred and Forty four. at Union County aforesaid had demised to the said John the following lands and tenements towit Part of Survey Number two thousand nine hundred and Eighty (2980) in the virginia Military District in the name of John M^c Gregory. bounded as follows. Beginning at a Sugar tree and Elm lower corner on the west bank of Buckeraus, to a tract sold to Solomon Carpenter. thence South 52 W. with said Carpenters lower line, two hundred and ten poles, to two Sugartrees said Carpenters lower back corner. thence S 54 E. seventy poles to a beech & ironwoods, thence N 52 E. two hundred and thirty poles to said Buckeraus, to a Buckeye thence up the run to true meanders thereof and binding thereon at low water mark to the beginning containing Eighty Six acres it being lot N^o 3. (three) as Known in a subdivision of said Survey N^o 2980. and also ten messuages ten Cabins ten barns ten Stables ten orchards ten out houses ten yards ten gardens, one hundred acres of arable lands. one hundred acres of meadow land, one hundred acres of pasture lands, one hundred acres of Wood land, one hundred acres of land covered with water, and one hundred 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 first day of January in the year aforesaid. for and during the term of five years, thence next ensueing. And also for that Sayne Starling on the first day of January. in the year of our Lord One thousand eight hundred and forty four. at the County of Union aforesaid had demised to the said John five other messuages five Cabins five barns five Stables five orchards five outhouses five yards five gardens, one hundred acres of arable land one hundred acres of meadow land, one hundred acres of Pasture land, one hundred acres of Wood land one 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 ensueing, 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 towit on the tenth day of January in the year of our lord One Thousand eight hundred and Forty five 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 therefore he sues &c by John W. Andrews his attorney And the said Letter to the Tenant reads in the words and figures following towit Mr. David Vannoy. 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 Judgement will be entered against me by default and you will be turned out of Possession, dated this 9th day of July A.D. 1844. Richards Roe. And the return of Service by the said Sheriff is in these words. "Served by explaining the nature of this writ & reading the letter to D. Vannoys son, over the age of 14 years and leaving a Certified Copy at D. Vannoys residence July 31. 1844. W. W. Steele Sheriff. And afterwards towit on the Twenty Seventh day of May A.D. One thousand Eight hundred and Forty five came the said John Doe by his attorney and the said Richard Roe though Solemly called came not but makes default. Therefore it is considered that the said John Doe recover against the said Richard Roe his said Term yet to come in the tenements aforesaid with the appurtenances

Attest John Cassil Clerk.

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John Doe esc: dem:
Syne Starling
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Richard Roe,
Richd. Wallace Tenant

} Pleas before his Honor Joseph R. Swan President, Silas G. Strong James R. Smith and Christian Myers, his associates Judges of a Court of Comon Pleas began 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 seventh day of May in the year of our lord one thousand Eight hundred and forty five,

Be it remembered That heretofore to wit on the 12th day of September A.D. 1844. Syne Starling by. John W. Andrews his Attorney filed herein his Declaration, together with a Letter to the Tenant. and the return of Service by the Sheriff. Which said Declaration reads in the words and figures following towit The State of Ohio Union County ss. Court of Common Pleas July Term A.D. 1844. John Doe complains of Richard Roe for that Syne Starling on the first day of January in the year of our lord One thousand Eight hundred and and Forty Four. at the County of Union aforesaid had demised to the said John Doe, the following lands and Tenements towit a tract of land bounded and described as follows.— Beginning at a burr oak blue ash and Sugar tree on Darby Creek. Thence N 53 E. 250 poles to a sugar tree dogwood and small red oak Thence S. 54 E. Seventy poles to two sugar trees thence S. 53. W. 283 poles to three Elms a hackberry and two buckeyes, on the Creek thence

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up the Creek with its meanders to the beginning Containing one hundred and thirteen acres, being part of Survey N°2669 in the name of Richard Stephenson, and also five messuages five Cabins five barns five stables five orchards five outhouses five yards five gardens two hundred acres of Arable land Two hundred acres, of meadow, land two hundred acres, of Pasture land two hundred acres of Woodland two hundred acres of land covered with water and two hundred acres of other land with the appurtenances situate in said County 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 ensueing. And also for that Syme Starling on the first day of January in the year of our lords one thousand eight hundred and forty four at the County of Union aforesaid, had demised to the said John five other messuages five Cabins five barns five 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 the 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 ensueing by vertue 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 tenth day of January in the year of our Lord One thousand eight hundred and forty four with force and Arms, entered into the said tenements, with the appurtenances and ejected the said John there from and other wrongs to the said John then and there did, to his damage One hundred dollars, and therefore he Sues &c. by John W. Andrews his attorney. And the said Letter to the Tenant reads in the words and figures following to wit Mr. Richard Wallace, Sir I am informed that you are in possession of or claim title to the premises in this Decloration 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 Judgement will be entered against me by default and you will be turned out of possession dated this 9th day of July A D 1844. Richard Roe, And the said Sheriffs return reads as follows towit. Served this by leaving a Certified Copy at the residence of R. Wallace and reading & explaining the same to his daughter, over the age of 14 years Richard Wallace being confined by sickness and not able to attend to business July 30th 1844. W. W. Steele Shaff U.C.C. And afterwards to wit on the Twenty. Seventh

day of May A.D. 1845. Came the Plaintiff by his Attorney and the said Richard Roe, though solemnly called came not but made default, Therefore it is considered that the said John Doe recover of the said Richard Roe his said term yet to come in the tenements aforesaid with the Appurtenances,
Attest John Cassil Clerk.

p.88

Robson L. Broome
vs
James E. Harriott &
William M. Steele

Pleas before his honor Joseph R. Swan President Silas Q. Strong James R. Smith & Christian Myers, 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 Seventh day of May. A.D. 1845 in the year of our Lord One thousand Eight hundred and Forty Five,
Be it remembered that heretofore towit on the 9th day of March. A.D. 1844. The said Robson L. Broome by Mr. C. Laurence his Solicitor filed herein his Bill in Chancery in the words and figures following towit, To the Honorable the Court of Common Pleas whom in Chancery sitting. Humbly complaining sheweth unto your Honors. Your orator Robson L. Broome, a resident of the County that on about the 27th of September 1842, Your orator became Surety or bail on a note of hand for Christian Stiner to one James E. Harriott being induced so to do, from the following state of facts towit, that the said James E. had prior to that time obtained a Judgement to the amount of about 40.$. before a Justice of the Peace of this County upon or against the said Christian Stiner and had Caused Execution thereon to be issued and levied upon the property (towit) one mare and Colt three Cows, one plow and fifteen head of hogs. of the said Stiner as more fully appears by the return of the Constable that the said James E. agreed to and with the said Stiner and one Mains Mason and your orator that if the said Mason and your orator would go Security with the said Stiner in a Judgement note. (So commonly Called) to be due in Six months from date then the said Judgement against the said Stiner was to Stand Satisfied and discharged the levy raised and the said property released so far as Harriott was Concerned That accordingly your orator and the said Mason were presented by the said Harriott with a blank bond of the description aforesaid with three Seals or with Scrawls for three Signatures. The trio aforesaid which was executed by us of the date of the 27th of September 1842, all of which was right and proper and of Mercy and good fellowship to the said Stiner on the part of your Orator Now so it is and your Orator here expressly Charges that the agreement with the said Harriott was that your Orator was bail, and only bail on said note, and so knew the said Harriott, and that the said note was inchoate and incomplete until it was

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rendered valid and complete by the signature of the said Stiner as principal against whom the debt existed and in the payment of which your Orator had no interest whatever except as bail as aforesaid and your orator further charges as the above levy shows that the said Stiner was abundantly able to pay the said debt on Execution but contrary to Equity and fair dealing towards your Orator and contrary to the clear understanding of the right by the said Harriott, he combining and confederating himself with the evil disposed persons to your orator unknown and especially to feed his revenge for a real or supposed injury from the said Mason intentionally forebore to obtain the signature of the said Stiner to the said note so signed as security as aforesaid by your Orator and thinking as he says to oppress and injure the said Mason by the accumulation of costs and the collection of the debt aforesaid of the securities, on the 4th day of April 1843, without the Knowledge of your Orator and your Orator still believing that the said Harriott had your Orators Name as such security in the Court of Common Pleas of the County of Champaign an adjoining County caused Judgement to be rendered up against the said Mason and your Orator on the note so obtained as aforesaid for the sum of 42 $ debt and $1\frac{37}{100}$ $ damages and a large amount of Costs to wit the amount of Seven dollars $7\frac{25}{100}$ that the said Harriott afterwards caused Execution to be issued which has been increasing costs to a large amount against your Orator, which said writ is in the hands of William W. Steele Sheriff of this County and with which a levy has been made upon your Orators property whereby your Orator is greatly injured and oppressed all of which doings upon the part of the said Harriott are contrary to equity and good Conscience and tend manifestly to the injury of your Orator in tender Consideration, whereof and as much as your Orator is remediless on the Law side of this Court and Can be relieved only where frauds are cognizable and iniquity remedied Your Orator prays, that the said James E. Harriott and William W. Steele may be made defendants to this bill and that the said James E. may be compelled upon his Corporal Oath to say if he did not obtain the name of your Orator as such Security only and if the said note was not considered as incomplete without the name of the said Stiner and also answer all and singular the allegations of this bill as fully and particularly as if here again specifically interrogated and that on the final hearing of this Cause Your Orators will perpetually enjoin the said James E. from proceeding to Collect the said Judgement and that your Honors would grant your Orator such other and further relief in the premises as Equity may require and your Orator as in duty bound will ever pray and so forth by Mr le. Lawrence Sol for Compt.

State of Ohio Union County ss. Personally appeared R. L. Broome who being duly sworn says that the matters and things Contained in the foregoing bill so far as stated by his own Knowledge - are true in substance and in fact ~~as~~ so far

as Stated on the information of others he believes to be true
Robson E. Broome Sworn to and Subscribed this 9th day
of March 1844. James Turner J.P. Said Bill was endorsed
as follows towit "I allow a writ of injunction to stay proceed
-ings in this case upon the Complaining giving bond to the
adverse Party in the sum of $100. to the acceptance of the
Clerk. Silas Q. Strong Associate Judge March 9. 1844". Said
Bond was filed on the 9th day of March A.D 1844. And
reads in the words and figures following to wit Know all
men by these presents that we Robson E. Broome and Mains
Wason are held and firmly bound unto James E. Harriott in
the sum of One hundred dollars, to the payment of which we
Jointly and Severally bind ourselves our heirs executors and Ad
= ministrators Sealed with our seals and dated this 9th day of March
A.D 1844. The Condition of the above Obligation is such that
whereas the above named Robson E. Broome has obtained an
Allowance of an injunction from Silas Q. Strong an associate
Judge of the Court of Common Pleas of the County of Union and
State of Ohio to stay all further proceedings upon a Judgement
in the Court of Common pleas of Champaign County and State
of Ohio, by the said James E. Harriott against the said Robson E. Broom
and Mains Wason at the April Term thereof of A.D 1843 for the
sum of Forty two dollars debt and one dollar and Ninety two
cents damages and Seven dollars and twenty five cents costs
untill the matter thereof can be heard in equity Now if the
said Robson E. Broome shall pay all monies and costs due
or to become due from him the said Robson E. Broome in said
Judgement at law, and all monies and costs which shall be
decreed against him the said Robson E. Broome, in case said
Injunction shall be dissolved then this obligation shall be void
otherwise in full force and virtue in law, Robson E. Broome Seal
Mains Wason Seal. And afterwards towit on the Ninth day
of March A.D 1844. The following Writ issued, towit The
State of Ohio, Union County ss, To the Sheriff of the County of
Union Greeting. We Command you that you Summons James
E. Harriott and William W. Steele to appear before the Judges
of our Court of Common Pleas at the Court House on the
first day of the next Term nett ensueing to answer a Bill
in Chancery exhibited against them by Robson E. Broome
And this they Shall in no wise Omit under the penalty
of the law, Witness John and have you then there this
Writ Witness John Cassil Clerk of our said Court at the
Court House in manyville this 9th day of March A.D 1844 John
Cassil Clerk Seal, which said writ was endorsed as follows,
as the Return thereof viz: I Acknowledge Service March 9th
1844. W.W. Steele, Served by Acknowledgement to W.W. Steele
and by copy on J. E. Harriott March 9. 1844 W.W. Steele Sheriff
And afterwards towit on the 8th day of April A.D 1844. James
E Harriott, Filed herein his Answer, which reads in the words
and figures following towit. The Seperate answer of James

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C. Harriott, to a Bill in Chancery, filed against him and Willian W. Steele Sheriff of Union County, in Union County Court of Common Pleas, The said James L. Harriott for Answer to said Bill, or to so much thereof as he is advised it is Material for him to answer answereth and Saith that he (respondant admits the indebtedness of Christian Stiner to respondant, the Judgement the issue of Execution the levy &c, as Stated in Complainants Bill respondant further States that on or about the 27 day of September 1842 the said Stiner being possessed of a large amount of brick made application to respondant, to take a sufficient amount of said brick then being at the Kiln about Eighty rods West of Maysville at two dollars pr thousand to satisfy and pay said Judgement respondant Knew this to be then a great Sacrafice from the actual value of said brick but having no use for them informed said Stiner that he would not take the bricks but if said Stiner could find some other good responsible person or persons who could take the brick and pay respondants in Six months from that date to be secured by note with a legal Warrant of Atty to confess Judgement thereon in default of payment thereof then respondant would release said levy &c, and extend the time for Six months said Stiner then made inquiry of respondant if Mason & Broome (meaning Complt: Broom & Mains Mason) would do, Respondant replied in the affirmative and drew a note for the Amount due, with a Warrant of Attorney and delivered the same to the said Stiner who went to obtain such Signatures as should be satisfactory to respondant, said Stiner soon returned said Note and Warrant of Attorney with the Signatures, Robson L. Broome Complainant and Mains Mason, thereto and informed this respondent that said Mason and Broom had agreed to take the brick at two dollars pr 1000, and pay the debt as Secured aforesaid, Respondant upon the Security of said note and Warrant of attorney by request of said Broom and Consent of said Stiner then assigned said Judgement to the said Broome and Mason, which respondent understood was to Secure them in the payment, (by the said Stiner) of the balance of the Judgement if any should be found after the Counting said Brick, and the amount should not be as large as was estimated at the time respondent expressly denies that said note was inchoate and incomplete untill it was rendered valid and Complete by the Signature of the said Stiner as Complainant Charges in said Bill respondant further States that a short time after said Judgement Note became due the said Broome in a Conversation with your respondant Stated that he (Broome) was not concerned in the payment of said note that said Mason had taken all said Brick and had agreed to redeem said note when due, respondent states that said note not being paid when due he did cause Judgement to be rendered up which he believes is correctly stated in Complainants Bill but the motives for so doing he believes is not a subject of inquiry by any "Inquisatorial powers" of Equity Jurisprudence Respondant States that an Execution

did issue upon said Judgement as complainant charges in said Bill to William W. Steele Sheriff of Union County who is likewise a Defendant to said Bill, that respondant told said Steele not to levy on any property belonging to said Complainant, Broome but to levy on the property of the said Wason, that said Wason paid a part of said Judgement to said Steele, in money, said Steele levied upon the aforesaid lot of bricks, for the ballance, which brick were appraised at 56$, and afterwards ~~that~~ a reappraisement and Vendi with a Clause, were had that upon said vendi Complainant turneds out a Wagon for doing which respondant thinks said Broom ought not Complain that from all the facts and proceedings in the case your respondant is the injured party by reason of the default upon the part of said Broome and Wason, in not paying the said Note when due, that respondant was abundantly secured before taking said Broome & Wasons note, having responsible bail upon the Praetices docket; in addition to said levy upon the property of said Stiner respondant did not obtain Complainants name as security only as complainant Charges in said bill, but that said note was complete without the signature of said Stiner and the said James E. Harriott denies all fraud and Combination wherewith he Stands Charged, and prays, that said injunction obtained by said Complainant may be dissolved and respondent be hence dismissed with his Costs &c. Allison & Hall Sols for Defendant James E. Harriott.

The State of Ohio Union County ss. I James E Harriott 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 other matters and things therein set forth are true in substance and fact. James E. Harriott, Sworn to and Subscribed before me this 8. day of April A.D. 1844. James Turner J. P. And afterwards towit on the 9th day of April A.D. 1844. W.W. Steele. filed herein his Answer, in the words and figures following towit, "To the Hon, Judges of the Court of Common pleas of Union County in Chancery Sitting Your respondant to the Bill of R. L. Broome, for Answer comes and Says, The matters in dispute between R. L. Broome, and James E. Harriott, he has no Knowledge of, whatever, prior to, receiving the Fi Fa. Execution as an Executive officer of the Court, A Short time after receiving, or at the time of receiving said writ, this respondant was instructed by James E. Harriott to levy upon some young Cattle the property of Mains Wason one of the Defendants in said Execution he the said Harriott having been told by the said Broome, that the said Broome, had no interest in said Execution but that the said Wason was to pay the same, Your respondent did not levy as instructed, upon the young Cattle, as they had Strayed from the enclosure of the said Wason and Could not be found by your respondant or the said Wason Your respondant afterwards levied upon some brick by

with the interlineation Consent of the said Wason, Appraised and offered them for sale And afterwards upon a revaluation of the brick there was not enough to satisfy said Judgement, and by virtue of another writ with a Clause, levied upon a two horse Waggon, R. & Broomer property appraised advertised and offered but no sale made, The foregoing levies were made agreeable to the wishes of Defendants Broome and Wason, and not without their Knowledge, In all of which doings This respondant, acted agreeable to his understanding of the Statute as an Officer and prays to be dismissed with his reasonable Costs and as in duty bound will ever pray W. W. Steele And afterwards towit on the 17th day of April AD1844. Came the Defendants by their attorney, and moved the Court that the injunction heretofore allowed in this case by an associate Judge, be dissolved and was argued by Counsel, upon Bill and Answers, whereupon the Court do order that said injunction do stand dissolved, and Cause Continued, And afterwards towit at the October Term towit the 1st day of October AD1844. This Cause was Continued, And afterwards to wit now on this day towit the 27th day 30th day of May AD1845. This Cause came on to be heard on the Bill Answer replication &c. Exhibits and Testimony, And the Court do find that the equity of the Case is with the Defendants therefore it is ordered adjudged and Decreed that said Judgement at law enjoined by this bill Stand good and be proceeded in and Collected the same as tho this Suit had not been commenced, that said bill be dismissed and that said Complainants pay the Costs of this suit herein taxed at dollars cents and One dollar and Ninety Six cents penalty within 20 days from the rising of this Court otherwise that execution issue as on Judgements at Law,
Attest John Cassil Clerk. $2.97

Allen C. McArthur et al
vs
Nathaniel E Cornwall et al

Pleas before his honor Joseph R. Swan President Silas Q. Strong James R. Smith and Christian Myers. his Associates, Judges, at a Court of Common Pleas. of Union County. Ohio. began 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 Seventh day of May in the year of our Lord One thousand Eight hundred and Forty five,

Be it remembered that heretofore towit on the Seventeenth day of August A.D. One thousand Eight hundred and Forty one, Allen C. McArthur et als by John M. Andrews. their Solicitor filed herein their Bill in Chancery. which said Bill reads in the words and figures following towit. To the Judges of the Court of Common Pleas of Union County and State of Ohio In Chancery Sitting. Your Orator Allen C. McArthur of Pickaway County in said State of Ohio

Effie McA. Coons of Hamilton County in said State William M Anderson, and Eliza A Anderson, his wife Carey A Trimble and Mary Trimble his wife of Ross County in said State John Walke and Frances Walke his wife and John A Kercheval of Pickaway County aforesaid and Duncan McArthur Smith McArthur Nancy McArthur and William H. H. McArthur infants under the age of twenty one years by William McDonald their next friend the four last named infants of the County of Clark in said State would respectfully represent that on or about the
May 12th 1839 23d day of June A.D. 1838 Duncan McArthur late of said County of Ross. departed this life intestate and left his heirs his Children Your Orator Allen C. McArthur Effie McA. Coons. Eliza A. Anderson Mary Trimble, his Grand Children Your Orators Francis Walke and John A. Kercheval, and his son James McD. McArthur who on the day of July 1840. departed this life leaving as his heirs his Children your orators Duncan McArthur. Smith McArthur. Nancy McArthur and William H. H. McArthur. That a certain Daniel Bedinger now deceased late of the State of Virginia being entitled to a Military Warrant known as No 2211. for his services as a lieutenant in the virginia Continental line on or about the 9th day of October 1806. employed said Duncan McArthur to locate 1666⅔ acres, part of said Warrant on vacant and unappropriated Land in the District set apart for the satisfaction of said Warrants between the Scioto & little Miami, in the said State of Ohio and for the services of said Duncan McArthur as locater the said Daniel Bedinger agreed to allow said Duncan McArthur the one fourth part of the lands so located for said Daniel Bedinger by virtue of said Warrant which said agreement will more fully and at large appear by reference to a letter from said Daniel Bedinger to said Duncan McArthur, dated Shepherdstown October 9, 1806 which said letter is herewith filed Marked "A" and prayed to be taken as a part of this bill, That in persuance of and and in Compliance with this agreement between the said Duncan McArthur and said Daniel Bedinger the said Duncan McArthur made three Several entries of on said Warrant one entry No 842 of 666⅔ acres in the name of said Daniel Bedinger which said entry was surveyed by said Duncan McArthur on the 22d day of November 1808. and the plat and Certificate delivered to said Daniel Bedinger who obtained a Patent therefor in his own name, bearing date the 2d day of April 1811. the second entry No 5646. of 750 acres made in the name of Thomas Worthington and Surveyed by Duncan McArthur on the 20th day of April 1808. and patented to the said Daniel Bedinger on the 2d day of April 1811. and the third entry No 6156. in the name of said Worthington and Surveyed by said Duncan McArthur on the 10th day of April 1809. and Patented to said Daniel Bedinger. on the Second day of April 1811. certified copies of the above described entries Surveys & patents will be read in the hearing of this Cause if necessary and will be prod

to be taken as a Part of this Bill, Your Orator further represent that some time in the Spring of the year 1818. said Daniel Bedinger departed this life, having first made and published his last will and Testament bearing date the 10th day of March, 1818. and Daniel by which he demised all his lands in the said State of Ohio to his Son Edwin G. Bedinger his heirs, which said last will and testament of said Daniel Bedinger was after the death of Daniel Bedinger was proven and admitted to record in Jefferson County in the State of Virginia and also in the County of Union in this State, a Certified Copy of said last will and testament Marked A. is herewith filed and prayed to be taken as a part of this bill Your Orators further represent that said Daniel Bedinger did not in his life time Comply with the Contract of the with the said Duncan McArthur above refered to and that said Edwin G. Bedinger the devisee of said Daniel Bedinger at the time of the death of said Testator was an infant of very tender years and did not reach his Majority until about the year, 1834. that at or about that time said Edwin G. Bedinger acknowledged the said Contract of his testator Daniel Bedinger, and agreed with said Duncan McArthur that the fourth part of the above lands should be assigned and sett off as the locators share, of said Duncan McArthur in the following manner, one fourth part of said Entry and Survey N° 824. of 666⅔ acres to be taken off of said tract by certain metes and bounds, which will appear by reference as a part hereof to a Survey of said tract of land, executed at the time of the partition between the heirs of said Edwin G. Bedinger deceased and for his share of the 1000 acres, entered and surveyed as above described that said Duncan McArthur, should receive, the whole of entry and Survey N° 6156. of 250 acres being the one fourth part of said 1000 acres, That before any conveyance was made of said lands to the said Duncan McArthur the said Edwin G. Bedinger on or about the day of 1835 and 1836. the precise date not Known to your orator) departed this life, intestate leaving as his heirs, his brothers Daniel Bedinger Henry Bedinger his Sisters Susan Cornwall the wife of Nathaniel E. Cornwall Virginia Lucas the wife of William Lucas, Elizabeth Northington the wife of John J. A. Northington Henrietta See the wife of Edward J. See Jr. the Children of his deceased Sister Margaret R. Foster to wit Thomas M. Foster and Margaret Ann Foster and the Children of his deceased Sister Mary Bryan, towit John S. Bryan and Sarah R. Bryan, That since the death of Edwin G. Bedinger the said Virginia Lucas the wife of said William Lucas has departed this life intestate leaving as her heirs her Children William Lucas Daniel B. Lucas, Sarah Ellen Lucas and Virginia Lucas all of whom are infants also that said Elizabeth Washington has also since the death of Edwin G. Bedinger departed this life intestate leaving as her heirs her Children Lawrence B. Washington Daniel B. Washington Sally E. Washington Benjamin F Washington Georgianna A Washington Thornton Washington Mary Elizabeth Washington George Washington Mildred B Washington Susan E Washington

and Henrietta B. Washington the three first of whom are adults and the others infants That said Margaret Ann Foster has recently intermarried with a certain J. L. Morrison and said Sarah R. Bryan has recently intermarried with a certain William Long That said Daniel Bedinger has also departed this life since the death of said Edwin G. Bedinger having first made and published his last Will and testament whereby he demised all of his estate real and personal to his Widow Catharine Bedinger Your Orator further represent that since the death of Edwin G. Bedinger, the above persons as his heirs made partition of all his lands to which he was entitled under the will of his father Daniel Bedinger deceased in this State in the Court of Common Pleas of Madison County and that in said Partition they excluded the above tract of 166⅔ acres part and parcel of said Entry and Survey N° 842, and the whole of entry and Survey N° 6156. of 250 acres above described and that the said heirs of Edwin G. Bedinger admit the right of your orators as heirs of said Duncan McArthur decd. to a conveyance of said tracts, but allege that the infancy of certain of the above heirs has prevented a conveyance of said tracts of land. Your Orators further represent that the 166⅔. acres part and parcel of entry and Survey N° 824. above described is situate in the County of Logan, in this State and that the other two tracts are situate in the said County of Union and that your Orators have only at present an equitable title in said lands and that they are entitled to the legal title, and being remidiless at law and retrievable only in Equity they pray that Nathaniel E Cornwall, and Susan Cornwall his wife of the state of Connecticut, Henry Bedinger Edmund J. Lee Jr. and Henrietta Lee his wife Thomas M. Foster, J. L. Morrison and Margaret Ann Morrison his wife John L. Bryan, William Long and Sarah R. Long his wife William Lucas, Daniel B. Lucas, Sarah Ellen Lucas, Virginia Lucas, Lawrence B. Washington Sally E. Washington Benjamin F Washington Georgianna A. Washington Thornton Washington Mary Elizabeth Washington George Washington, Mildred B. Washington Susan E. Washington Henrietta B. Washington and Catharine Bedinger all of the State of Virginia, may be parties defendants to this, and that they Answer the same upon the hearing of this bill, may it please the Court to decree the said defendants to make execute and deliver to your Orators a Deed of Conveyance, in fee Simple of said two tracts of land, above described by which your Orators may be invested with all the right title and estate of said Defendants in and to the same, and in failure of said Defendants to make a Deed, that a decree having the force and effect of a Conveyance, be rendered and grant such other and further general relief as to equity belongs, they may proceedings to make said Defendants parties to this bill and as in duty bound they will ever pray &c. by John W. Andrews Complts Solicitor

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And afterwards towit on the 26th day of April A D 1842, The complainants filed herein the Proof of the Publication of the pendency of this Bill, which reads in the words and figures following towit "Notice Nathaniel Cornwall and Susan Cornwall his wife Henry Bedinger Edmund J See Jr. and Henrietta See his wife Thomas M Foster J. L. Morrison, and Margaret Ann Morrison his wife John L Bryan William Long and Sarah B. Long his wife, William Lucas Daniel B. Lucas, Sarah Ellen Lucas Virginia Lucas, Laurence B. Washington Daniel B. Washington Sally C. Washington Benjamin J Washington Georgianna A. Washington Thornton Washington Mary Elizabeth Washington George Washington Mildred B. Washington Susan C. Washington Henrietta B. Washington and Catharine Bedinger are hereby Notified that on the 17th day of August A D 1841. Allen C. McArthur Office McA. Coons William M. Anderson, & Eliza A Anderson his wife Carey A. Trimble and Mary Trimble his wife John Walker and Frances Walker his wife John A Rucheral Duncan McArthur Smith McArthur Nancy McArthur and William H. McArthur the four last named Complainants being infants and suing by William McDonald, their next friend and guardian filed their bill in Chancery, in the Court of Common Pleas of the County of Union, and State of Ohio, the object and prayer of which said Bill is to obtain a decree of said Court for the Conveyance by said defendants, to complainants of two tracts of land to wit one tract of 166⅔ acres being part and parcel of entry and Survey N° 842, and lying in Logan County in said State of Ohio and also the whole of entry and Survey N° 6156. of 250 acres lying in said Union County, which said tracts were by agreement, between Duncan McArthur and Daniel Bedinger both since deceased to be conveyed to said Duncan McArthur in full of his Claim to one fourth of his Claim to of Entry N° 842, in the name of Daniel Bedinger one fourth of entry N° 5646. in the name of Thomas Worthington and one fourth of Entry N° 6156. in the name of said Worthington all of which three entries were made and Surveyed by said Duncan McArthur and patented to said Daniel Bedinger under an agreement between them the said McArthur and Bedinger that said McArthur for his said Services as locator and Surveyor of said lands should have one fourth of the same, The said Complainants ~~The~~ being and representing the heirs of said Duncan McArthur, And said defendants are further notified that unless they appear and plead, Answer or demur to said bill within sixty days after the next term of said Court of Common Pleas of said County of Union, the said Complainants at the Term of said Court next after the expiration of said sixty days will ask that said Bill be taken as confessed and that a decree be entered accordingly by John W. Andrews their Solicitor, State of Ohio Franklin County ss, Charles Scott being duly Sworn deposeth and Saith that the Notice a true Copy of which is hereto annexed was published in the Ohio State Journal, a newspaper in general Circulation in the County of Union six consecutive weeks from and after the 13th day of November 1841. Charles Scott. Sworn to and subscribed before me this 23d day of April 1842. Thomas Wood J. P. And afterwards to wit on the 26th

day of April A.D 1842 this cause was continued come the Com, plainants by their Counsel and produced proof of Publication of notice and thereupon on motion of complainants Counsel this cause is continued (Record of Proof recorded before order) - And afterwards to wit on the 30th day of August A.D 1842 this cause was continued And afterwards towit on the 8th day of November. 1842, On motion to the Court by John W. Andrews, Counsel for Complainants It is ordered that Samuel Brush be appointed Guardian ad litem to the infant defendants in this case, and thereupon the said Samuel Brush appeared in open Court and accepted said appointment, and filed his Answer. And afterwards towit on the 21st day of April 1843. This Cause was continued, And afterwards towit on the 5th day of July 1843. this cause was Continued. And afterwards towit on the 18. day of October 1843 this cause was continued And afterwards to wit on the 17th day of April A.D 1844. Samuel Brush. Guardian Ad litem heretofore appointed in this case, filed herein his answer in the words and figures following towit The joint Answer of William Lucas Daniel B. Lucas Sarah Ellen Lucas Virginia Lucas Benj F Washington Georgiania A Washington Thornton Washington Mary E. Washington, George Washington, Mildred B. Washington Susan E. Washington and Hennetta B. Washington Infant defendants to the the Bill of Allen C. McArthur et al. Complainants by Samuel Brush, their Guardian ad litem now comes and for answer to the said Bill of the said Allen C. McArthur say that they are entirely ignorant of the matters and things charged in said bill, and that they are infants of tender years and. ask. for the protection of the Court. Wm Lucas Danl B Lucas Sarah E. Lucas Virginia Lucas Benj F Washington Georgiania Washington Thornton Washington Mary E. Washington Mary E Washington George Washington Mildred B. Washing Susan E. Washington and Hennetta Washington by S. Brush Guardian Ad litem, And afterwards towit on the 17th day of April A.D 1844. This Cause was continued And afterwards towit on the 2nd day of October A.D 1844. This Cause was continued, And afterwards towit on the 27th day of May A.D. 1845. the Complainants filed herein the Copy of the will of the said Daniel Bedinger, mentioned in, and made part of Complts Bill, which will reads as follows towit "Desirous of adjusting all my worldly affairs whilst in health both of body and Mind I Daniel Bedinger of Jefferson County Virginia do declare this writing to be my last Will and Testament, my Just debts and funeral expenses I desire to be paid out of my money which may be in the house at the time of my death but should there not be a sufficiency then any additional sum that may be wanting out of the next succeeding dividend of my Bank Stock the interest on money due from sundry persons The rents and profits, of the Oak Hill Farm Town property and all other property to me belonging I. leave to my dear wife during her natural life, In trust however:

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for the benefit of my Children who are to be educated maintained and Educated therefrom without Charge at her discretion After her death it is my will, that my property should be disposed of as follows. to wit, In addition to what my daughter Margaret R. Foster has already received I give her two thousand dollars to be taken from the proceeds of the sale of property which I made on 1st April 1815. to James Brown and Edward Lucas to her her heirs and assigns forever, In addition to what my daughter Elizabeth M. Washington has already received I give her the house and lot in Shepherdstown which formerly belonged to my father and which I purchased from his Guardian Henry Lovearengen. also one half of the out lot I purchased from Col John Morrow, I. mean, the northern part as also Twenty Shares of the Capital Stock of the Bank of Virginia, to her her heirs or assigns forever. To my daughter Mary I bequeath the farm or plantation usually called Oak Hill, with the reception of a slip of land covered with Wood, lying beyond, a small ravine, lately opened throug the woods which slip adjoins the land of William Butler and is supposed to contain eight or nine acres to her her heirs and assigns forever To my daughter Susan I bequeath the house and lot No 193. in Shepherdstown at present occupied by Mr Jackson, also the other half of the other outlot purchased from Col Morrow that adjoining the lands of Mr Selby and others also Twenty one Shares of the Capital Stock of the Bank of Virginia and one thousand dollars of the money which will fall due from Brown and Lucas. to her her heirs or assigns forever, To my daughter Eleanor I give and bequeath Forty Shares of the Capital Stocks of of the Bank of Virginia to her heirs or assigns forever, having lately obtained a lien or Mortgage from Ferdind Fairfax Esqr upon a farm lying on the east side of the river Shanandoah in this County And having on that account advanced the sum of Seven thousand dollars I leave all the interest I have therein or the proceeds thereof to be equally divided between my two youngest daughters Virginia and Henrietta, as also one thousand dollas which will fall due from Brown and Lucas to be divided in like manner, between them their heirs or assigns forever. To my son Daniel I bequeath 1000 acres of land lying in Livingston County Kentucky On the river Ohio, and also One, Thousand dollars, of the money which will become due from Brown and Lucas, to his heirs and assigns forever. to my son Henry I bequeath the place on which I now live, also the slip of Wood land above mentioned also One thousand dollars which will become due from Brown and Lucas to him his heirs or assigns forever, To my son Edward Gray I bequeath four Shares of the Capital Stock of the Bank of Chillicothe as also all the lands belonging to me or to which I may be entitled in the State of Ohio, to him his heirs or assigns forever. but as the above legacies may in a little time vary from their present estimated value as ~~may~~ with

my wife to be enabled to counterballance such variations as also remedy or mitigate losses or misfortunes should any happen I leave to be disposed of among my Children at her discretion all the negroes Horses Carriages household furniture Books Debts or other, property not already mentioned in this my last will which may now belong or which may accrue, hereafter, to my estate; In testimony of whereof all of which I hereunto set my hand and seal this 10th day of March 1818. Daniel Bedinger Seal, Witness Henry Butler Jacob Bedinger James Brown, And the said Survey mentioned in the Complainants Bill and prayed to be made a part thereof, reads in the words and figures following towit. "1807. December 11th. No 5646. Thomas Worthington assee, enters 1000. acres of land on part of a Military Warrant No 2211 on the Waters of Bokes Creek beginning at the Northeasterly corner of Falvey Frazers Survey No 3691. running with his line N 83 W. 400 poles thence off at right angles for quantity. 1808. December 25. Thomas Worthington enters 250 acres of land on part of a Military Warrant No 2211. on the Waters of Bokes Creek beginning at the South easterly corner of Falvey Frazers Survey No 3690. running S 7 W. to the North easterly corner of Thomas Bowyer Survey No 829 thence off at right angles N 83 W. for Quantity 1809. June 8. Daniel Bedinger enters 666⅔. of land on part of a Military Warrant No 2211. on Mill Creek. beginning at the North west corner. of John McDonalds Survey No 3089. in the line of Survey No 3325. running with said line N 10 W. to the South West Corner of Charles Humphreys Survey No 3472 thence with Humphreys line and Course thereof N 80 E. and from the beginning with McDonalds line East until a line N 10 W. will include the Quantity Surveyed for Thomas Worthington assee. 750 acres of land on part of a Warrant Military No 2211. on the Waters of Bokes Creek beginning at a red oak and White Oak North easterly Corner to Falvey Frazers Survey No 3691. running with his line N. 83 W 400 poles crossing several Small branches to two Sugar trees North West corner to said Frazers Survey in the lower line

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of said Frazers Survey No 3690. thence N 7 E. 300 poles to 2 hickories and a Dogwood thence S 83 E. 400 poles to a Dogwood Beech and an Ash, thence S. 7 W. 300 poles to the beginning Duncan McArthur D.S. April 20th 1808. May 12. 1809 David Sharp Samuel Sharp & & James Monroe. M.

Surveyed for Thomas Worthington assee, 250 acres of land on a part of Military Warrant. No 2211. on the Waters of Bokes creek. beginning at 2 beeches, South easterly corner to Falvey Frazers Survey No 3690. running S 7 W. 180 poles to 2 beeches a Sugar tree and Iron Wood

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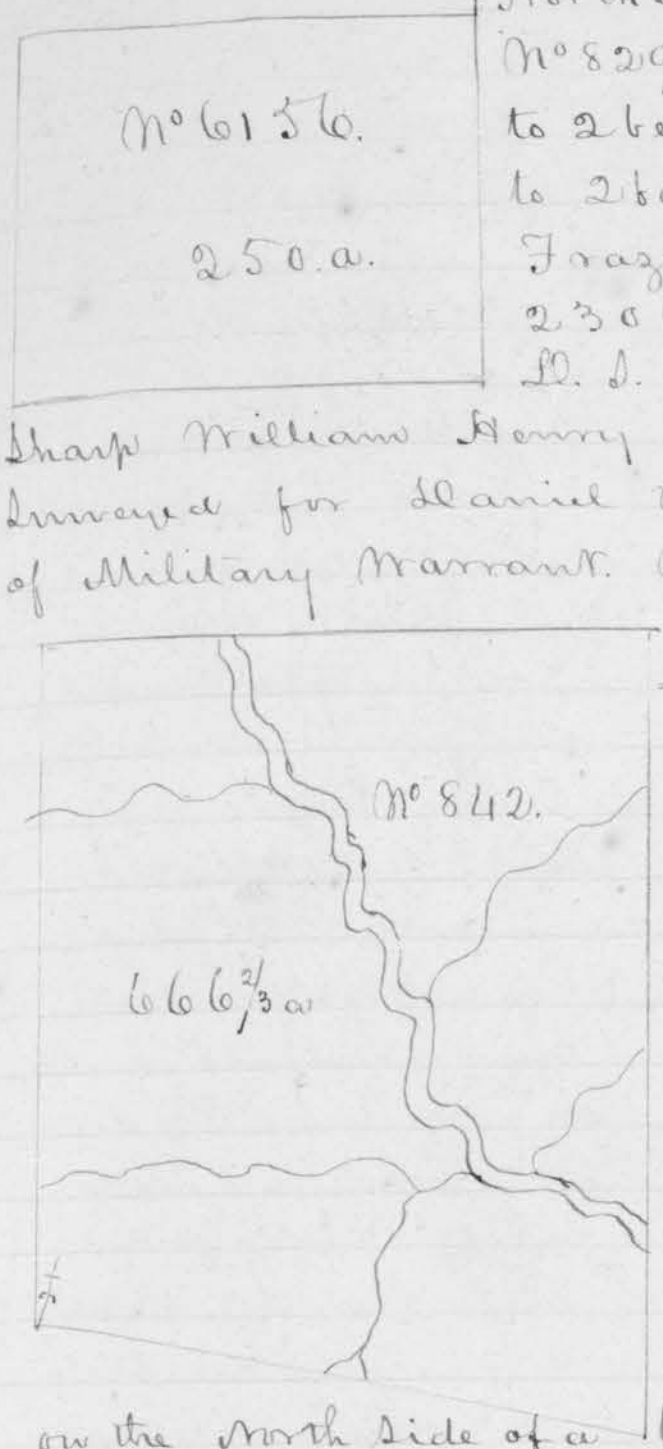

northeasterly corner to Thomas Bowyers Survey Nº 829. thence with his line N 83 W. 230 poles to 2 beeches and a red oak thence N 7 E. 180 poles to 2 beeches and an Ash, in the line of said Frazers Survey thence with said line S 83 E. 230 poles to the Beginning Duncan McArthur D. S. April 10. 1809 May 12th 1809. David Sharp William Henry C. C. Joseph Haynes M.

Surveyed for Daniel Beddinger 666⅔ acres of land on part of Military Warrant. Nº 2211. on Mill creek Beginning at two beeches and a Sugar tree North west cor. ner to John W. Donalds Survey Nº 5089. in the line of Survey Nº 3325. running with said line N. 10 W. 340 poles crossing a branch at 92 & one at 238. poles to a beech Ash and White Oak South West corner to Charles Humphreys Survey Nº 3472 thence with the lower line of said Humphreys Survey and corner thereof N 80 E. 300 poles crossing the Creek at 125 poles to a Sugar tree and two large ashes, thence S 10 E 395 poles crossing Several Small branches and Mill Creek to three Hickories on the North Side of a Branch, in the line of said W. Donalds. Survey thence with said line West 304 poles, crossing a branch 110. and one at 124 poles, to the Beginning Duncan McArthur D. S. November 29 1808. Decr. 12th 1809. — Surveyors Office for the Virginia Military District within the State of Ohio, I W. Marshall Anderson Surveyor of said Military District do Certify that the foregoing entries and Survey towit Nº 5646. Nº 6156. and Nº 842 and Correctly transcribed from the records of this office. Given under my hand and Seal, of Office at Chillicothe, this 2d day of February 1813. and the 67. year of the Independance of the United States W. Marshall Anderson Seal. And the said

× Letter of Daniel Beddinger to said Duncan McArthur refered to in the said Complainants Bill, reads as follows towit "Shepherdstown, October 9 1809. Sir I have just Arrived at this place, and loose no time in sending you the plot of Survey of my entry Nº 754. for 1000 acres, a Certified copy of the Warrant on which this entry was made I also send you. But as I am unacquainted with the form of an assignment Should it be necessary. I have put my name on the back of the said Warrant and you will please to write over it whatever may be necessary. you will be good enough to have the new location made on the terms Stated in your note of the 12th of January last. Towit "for one fourth", but should it suit your Convenience to let Col Worthington have said warrant I have not the least objection, my wish, however is not to sell, and to Lend, might be attended with inconvenience at the time Limited for locations is drawing short, I Should

therefore prefer letting him have the Warrant for a given quantity of land equivalent to what the warrant would bring me, was it disposed of agreeably to your proposition above alluded to. I can find no papers here relative to my entry N° 824. for 666⅔ acres and am~~then~~ therefore inclined to think, that they were never taken from the office, if you think proper you may remove it and dispose of it in the same way as the 1000 acres Should any written authority be necessary, from me, for this purpose I will if this letter is not Sufficient furnish you with ample powers on your
x Writing me at Norfolk. where I hope again Shortly to be
I am with much respect Sir your most Obedient Servant
Daniel Bedinger" Majr. McArthur I agree to Comply with the offer of Mr. Bedinger in the foregoing letter given under my hand this 10th day of November 1806. T. Worthington"
And the Patents refered to in the Complainants Bill was filed herein on the 27th day of May A.D 1845. (at which time also the foregoing letter was filed) Which said Patents reads in the words and figures following to wit, "James Madison 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 Daniel Bedinger a
= Lieutenant for three years. to the United States in the virginia line on Continental Establishment and in pursuance of an Act of Congress. of the United States passed on the 10th day of August in the year 1790 intituled 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 another act of the said Congress. passed on the 9th day of June, 1794. amendatory of the said act. There is granted by the United States unto Daniel Bedinger assignee of T. Worthington who was assignee of the said Bedinger a certain tract of land containing Seven hundred and Fifty acres. Situate between the little Miami and Scioto rivers North West of the river Ohio as by Survey bearing date the 20th day of April in the year one thousand Eight hundred and Eight and bounded and described as follows. towit Survey of Seven hundred and Fifty acres. of land on part of a Military Warrant. N° 2211. in favor of the said Daniel Bedinger the whole thereof being for two thousand five hundred and Sixty five and two thirds acres, on the Waters of Bokes. Creek. beginning at a red oak and white Oak, North easterly Corner to Galvary Fraziers Survey. N° 3691. running with his line N 83 W 400 poles crossing several small branches to two Sugar trees. North west Corner to said Fraziers Survey in the lower line of said Fraziers Survey N° 3690. thence N. 7 E. 300 poles. to two hickories and a lynn. thence S 83 E. 400 poles to a lynn, beech and an ash. thence S. 7 W. 300 poles to the Beginning. with the Appurtenances To have and

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to hold the said 'tract' of land with the appurtenances unto the said Daniel Bidinger and his heirs and assigns forever.
In Witness Whereof the said James Madison President of the United States of America hath caused the seal of the said United States to be hereunto affixed and Signed the same with his hand at the City of Washington the Second day of April in the year of our lord. 1811. and of the independance of the United States of America the thirty fifth By the President James Madison James Monroe Secretary of State I. Certify that Daniel Bedinger was originally entitled to the bounty lands granted to him by the within patent Given at the War Office of the United States this 15th day of April 1811. W. Eustis. Recorded in the office of the recorder of State in Vol 5. page 456. of Patents of land granted to the Virginia line on continental establishment. J. B. Colvin.
And another of Said Patents reads as follows towit.
James Madison President of the United States of America. To all to whom these presents shall come greeting? Know ye that in Consideration of Military Services performed by Daniel Bedinger a Lieutenant 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 10 day of August in the year 1790. intilled an "Act to enable the Officers and Solders 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 rivers and another act of the said Congress, passed on the 9th day of June, in the year 1794. amendatory of the said Act. There is granted by the United States unto Daniel Bedinger assignee of J. Worthington who was assignee of the said Bedinger a certain tract of land containing two hundred and fifty acres. situate between the little Miami and Scioto rivers north west of the river Ohio. as by survey bearing date the tenth day of April in the year one thousand eight hundred and nine and bounded and described as follows towit Survey of two hundred and fifty acres of land. on part of a Military Warrant N° 2211. in favor of the said Daniel Bedinger the whole being Two thousand Six hundred, and Sixty Six & two third acres on the Waters of Bokes Creek, beginning at two beeches Southeasterley corner to Talbory Fraziers Survey N° 3690. running S. 7 W. 180 poles to two beeches. a Sugar tree and ironwood north easterly corner. to Thomas Bowyers survey N°829. thence with his line N. 83 W. 230 poles to two beeches and a red oak thence N 7 E. 180 poles to two beeches and an Ash in the line of said Fraziers Survey, thence with said line 1838. 230 poles to the Beginning with the appurtenances To Have And to Hold the said tract of land with the appurtenances unto the said Daniel Bedinger and his heirs and assigns forever.
In witness whereof the said James Madison President of the United States of America hath caused the seal, of the United States to be hereto affixed and assigned the same with his hand at the city of Washington the second day of April in the year of our lord 1811. and of the independance of the United States of America the thirty fifth James Madison By the President James Madison. James Monroe Secretary of State

I Identify that Daniel Bedinger was originally entitled to the bounty land granted to him by the within Patent Given at the War Office of the United States, this 15th day of April 1811. N. Eustis. Recorded in the Office of the Department of State in Vol. 5 page 457. of Patents of land. granted to the Virginia line on Continental establishment J. B. Colvin,. And another, and only remaining. Patent filed, by and made part of Complamants said Bill reads as follows tovit "James Madison 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 Daniel Bedinger a Lieutenant for three years to the United States, in the Virginia Military 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. intituled "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 another Act of the said Congress passed on the 9th day of June in the year 1794. Amendatory of the said Act. there is granted by the United States unto the said Daniel Bedinger a certain tract of land containing five hundred. Sixty five and two thirds Acres, situate between the little Miami and Scioto rivers North West of the river Ohio as by Survey bearing date the twenty Second day of November, in the year one Thousand eight hundred and Eight and bounded and described as follows tovit Survey of five hundred Sixty five and two thirds acres of Land on part of a Military Warrant. N° 2211. in favor of the said Bedinger the whole thereof being for. Two thousand five hundred Sixty five and two thirds acres on Mill Creek. beginning at two beeches and a Sugar tree North West corner to John McDonalds Survey. N° 5089. in the line of Survey N° 3325 running with said line N 10 W. 340 poles crossing a branch at 92 and one at 238 poles to a beech ash and White Oak. South west corner to Charles Humphreys Survey N° 3472, thence with the lower line of said Humphrey's Survey and course thereof N 80 E. 300 poles crossing the Creek. at 125 poles to a Sugar tree and two large ashes thence S 10 E. 395 poles crossing Several Small branches. and Mill Creek. to three hickories on the north side of a branch in the line of said McDonalds Survey, thence with said line West. 304. poles crossing a branch at 110 and one at 1214. poles to the Beginning. with the Appurtenances: To Have and to hold the said tract of land. with the appurtenances, unto the said Daniel Bedinger and his heirs and assigns forever In Witness whereof the said James Madison President of the United States of America hath caused the seal of the United States to be hereunto affixed, and signed the same with his hand at the City of Washington the Second day of April in the year of our lord 1811. and of the independance

of the United States of America the thirty fifth By the President James Madison, James Monroe Secretary. I Certify that Daniel Bedinger was originally entitled to the bounty Land, granted to him by the within Patent, Given at the War Office of the United States this 15th day of April 1811. N. Eustis. Recorded in the office of the Department of State in Vol: 5 page 455. of Patents of lands granted to the Virginia line on Continental Establish ment. D. B. Colvin. And afterwards towit on the 27th day of May A.D 1843. Lawrence B. Washington Daniel B. Washington and Dalley E. Washington by Henry Massie their Solicitor filed herein their Answer in the words following towit "The answer of Lawrence B. Washington Daniel B. Washington and Dalley E. Washington to a Bill in Chancery filed against them and others in the Court of Common Pleas of Union County and State of Ohio by Allen C. McArthur and others heirs of Duncan McArthur deceased These respondants saving and reserving to themselves all manner of exceptions to the many errors Contained in said Bill in Answer thereto or to So much thereof as is material to answer unto, they Answer and Say that they admit that said Duncan McArthur made the entries and Surveys. Set forth in said Bill for their An. cestor Daniel Bedinger, and on the Terms Stated in the letter of said Daniel Bedinger, that they are willing Such decree Should be rendered as is Just and equitable and refer to and rely on the Answer of their Co Defendants Henry Bedinger and others containing more fully the matters relied on in Answer to said Bill By H. Massie their Solicitor, And on the 27th day of May A.D 1843. aforesaid, The follow. ing Answer was filed here in which reads in the words and figures following towit. The Joint Answer of Nathaniel C. Cornwall and Susan Cornwall his wife Edmund J. Lee and Henrietta Lee his wife Henry Bedinger Catharine Bedinger Thomas M. Foster John L. Bryan Joseph M. Morrison and Margaret Ann Morrison his wife William J. Long and Sarah R. Long his wife to a Bill in Chan cery exhibited against them and others by Allen C. Mc. Arthur and others in the Court of Common Pleas of Union County and State of Ohio. These respondants in Answer to said petition State That they are informed and believe that said Duncan McArthur as stated in said Bill in his life time, agreed with said Daniel Bedinger to locate certain lands in the Virginia Military District on the Terms Stated in the letter of said Daniel Bedinger Dated Oct. 9. 1806. and refered to as a part of said Bill That respondents admit that said Duncan McArthur pursuant to said Agreement entered and Surveyed the following lands towit Entry and Survey No 842 for 666⅔ acres, entered and Surveyed in the name of Daniel Bedinger and patented to him and entries and Surveys No 5646. for 750 acres and No 6156. for 250 acres both entered and Surveyed in the name of Thomas Worthington and Patented to said Daniel Bed

inger That respondants are informed, that said tract of land were located by virtue of the Warrant or warrants mentioned in the said letter of said Daniel Bedinger that some time during the year 1838. the heirs of Edwin G. Bedinger of whom respondants are a part, made a division of the real estate of said Edwin G. Bedinger, devised to him by his father said Daniel Bedinger and upon the partition of said lands among the heirs the said entry and Survey N°842, for 666⅔ acres was found on a resurvey to contain 768. acres of land of which amount 576 acres was divided among the heirs, leaving 192 acres being one fourth part of said tract of 768 acres as the portion of said Duncan McArthur, which part respondents believe hand been sett off to him by said Edwin G Bedinger That the said entry and Survey N°6156. for 250 acres being one fourth of the 1000 acres was also reserved on said Partition as the portion of said Duncan McArthur that said Daniel Bedinger during his life and his representatives have since paid the taxes on said Entry and Survey N°6156 for 250 acres from the year 1816. to 1836; the principal of the Taxes paid amounting to $70,55 cents 7 mills and the interest to $79,31 cents amounting in the whole to the sum of $149,86 cents 7 Mills which last sum has been paid to the attorney of respondants and the Executor of the said Daniel Bedinger That respondents admit the allegations of said Bill and Consent that a decree be rendered for the Conveyance of the above described Lands at the proper Costs of the said Complainants, that respondants have been always ready to Comply with the Contract of the said Daniel Bedinger but have been prevented by the infancy of a part of the Co defendants Respondents having fully answered prays to be dismissed &c By Henry Massie their Solicitor. And afterwards to wit now on this day towit, the twenty Seventh day of May in the year of our Lord One thousand Eight hundred and Forty five, came the Complainants by their Solicitor and the adult defendants by their Solicitor and the infant defendants by their Guardian Ad litem and by consent this Cause was Submitted to the Court, on the Bill answers, exhibits & Testimony, and the court being fully advised in the premises do find that the Law and Equity of the case are with the Complainants, and that they are entitled to the relief prayed for in their Bill, It is therefore ordered adjudged and decreed that the said Defendants do within Twenty days make execute and deliver to the said Complainant a deed of Conveyance in fee Simple for the following described tracts or parcels of land towit the first of said tracts of land Situate in Logan County and State of Ohio, and bounded and described as follows, Beginning at a Sugar tree and two large Ashes, the North East corner of Survey N° 842. of which this tract is a part, thence S 10° E. 194 9/10 poles

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to a Stake the North East corner of a tract of 250 acres assigned to Edmund J. Lee, Jr. & wife as their part of the Lands of Edwin G. Bedinger decd thence with their north line S 80 W. 158 poles to a Stake the North west corner of said tract and corner to a tract of 250 acres assigned to William Lucas & wife as their part of the Lands of Edwin G. Bedinger thence with the line of the last tract N 10 W. 194 9/10 poles to a Stake in the North line of said Survey N° 842. and the North East corner of a tract of 76 acres assigned to heirs of Elizabeth Washington as a part of their Share of the Lands of the said Edwin G. Bedinger thence with the North line of said Survey N° 842, North 80 E. 158 poles to the Beginning. containing One hundred and Ninety two acres being a part of said Survey N° 842 entered Surveyed and Patented to Daniel Bedinger the second of said tracts of Land is Situate in Union County and State of Ohio Bounded and described as follows Beginning at 2 beeches the South Easterly Corner to Salvory Fraziers Survey N°3690. running South 78 W. 180 poles, to 2 beeches Sugartree & Ironwood, North easterly corner to Thomas Bowyers Survey N° 829. thence with his line N 83 W. 230 poles to 2 beeches and a red oak thence N 7° E. 180 poles to 2 beeches, and an Ash in the line of said Frazier Survey thence with said line S. 83 E. 230 poles to the Beginning being the whole of Entry and Survey N° 6156, entered and Surveyed in the name of Thomas Worthington and patented to said Daniel Bedinger. And it is further ordered adjudged and decreed that unless. the said Defendants within the time aforesaid do make execute and deliver to the said Complainants the said Deed of Conveyance that this decree do operate as such Conveyance and transfer to the said Complainants their heirs and assigns the above described premises as if the same were conveyed by a Deed regularly executed by said Defendants to said Complainants And it is further ordered that the Complainants pay the Costs of Suit herein taxed at $ dollars within thirty days and that in default that execution issue as on Judgements at law And it is further ordered that each of said infant defendants be allowed Six Months after his or her arrival respectively at the age of Majority within which to Call in Question this Decree

$7.00 Attest John Cassil Clerk

Richard Oakford } Pleas before his Honor Joseph
vs. R. Swan, President, Silas C.
Job Pugh. } Strong James R. Smith and
Christian Moyers, 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 Seventh day of May in the year of Our Lord One Thousand Eight hundred and Forty Five,

Be it remembered that heretofore Towit on the Nineteenth day of Oct: A.D 1843. James Turner Attorney in fact. of Richard Oakford. by Wm. B. Lawrence his Solicitor filed his Bill in Chancery which said Bill reads in the words and figures following towit. "To the honorable the Court of Common Pleas in and for the County of Union when in Chancery Sitting Humbly complaining, Sheweth unto your Honors. your Orator Richard Oakford of the County of Warren and State of Ohio that heretofore towit on the 3d day of July 1820, at the County of Hamilton in this State one Job Pugh then of that place but long since gone to parts unknown to your Orator and whom your Orator prays may be made Defendant to this bill. became indebted for money advanced to Isaac B. Jones, Richard Oakford and Samuel T. Jones then partners in trade under the name of I. B Jones, Oakford & Co, in the sum of Seven hundred and Sixty one dollars and $\frac{32}{100}$ and at the time and place last aforesaid executed to them by the name of their said his promisory note due Six months after the date thereof That on the 15th day of September of the same year The said Job Pugh being seized in fee of a certain piece or parcel of land lying and being in the County of Union aforesaid for the further security of the said firm conveyed the same to the said firm by Mortgage Deed in Conformity with the law in such cases subject to this express condition that if the Note should be fully paid to the said Mortgages according to the true intent and meaning thereof then the said Mortgage was void otherwise to remain in full force all of which will more fully appear reference being had to the Copy of the said Mortgage here with filed and marked A. as also the note secured by the same Your Orator further Shews. that soon after the execution of the said Mortgage the said Job Pugh, left and went to parts unknown, to your Orator and has never returned so that your Orator who is the assignee of the said firm, of the whole of the interest in the said Mortgage could not at any time since proceed to enforce collection upon the said note Your Orator further shews that there remains due him a large amount of Princi=pal and interest upon the said note so secured as aforesaid and that he is without remedy otherwise than by this Court. The prayer of your Orator therefore is that an account

may be taken of the amount due your Orator upon his said Mortgage and that the said premises may be ordered to be Sold for the payment thereof and that your honors would extend to your Orator such further relief as is due in equity and good conscience and as in duty bound your Orator will ever prayXc. By Wm L. Lawrence his Sol — State of Ohio Union County ss. Personally appeared in Open court James Turner Attorney in fact and agent for Richard Oakford who being duly Sworn Says that the said Job Pugh is not a resident of this State as he verily believes nor is it Known to him in what part of the World he now resides James Turner Sworn to and Subscribed in Open Court Oct 19. 1843. John Cassil Clk. And the said Isaac L. Jones and Samuel T. Jones in said assignment of said Mortgage Deed mentioned in said Bill reads in the words and figures following towit Know all men by these presents that we Isaac L. Jones of the City of Philladelphia Merchant and Samuel T. Jones of the City of New York, Merchant for and in Consideration of the Sum of one dollar, Lawful money of the United States to us in hand paid by Richard Oakford of the said City of Philladelphia, Merchant the Receipt whereof we do hereby acknowledge, Have granted bargained Sold assigned transfered and Set over and hereby do and each of us doth grant bargain Sell assign transfer and Set over unto the said Richard Oakford his heirs and assigns All our each of our estate right Title interest property Claim and demand whatsoever both in law and Equity of in and and to a certain Indenture of Mortgage given by Job Pugh of Warren County Ohio to Isaac L. Jones Richard Oakford and Samuel T. Jones dated the Fifteenth day of September Anno Domini One thousand Eight hundred and twenty and Recorded in the Office for Recording Deeds in Union County in the State of Ohio in Book No 1 page 34. and all that track of land on the Waters of Treacle creek in Union County in the State of Ohio aforesaid, Containing One hundred and Thirty acres and One hundred and twenty rods And all that Lot of Ground marked Number One on the plot of the Town of Mechanicksburg in the County of Champaign in the State of Ohio Aforesaid therein described and granted Together with the note recited in the said Mortgage and all interest thereon and all monies both principal and interest thereby secured and all rights remedies incidents and appurtenances whatsoever thereunto belonging or in any wise appertaining To Have And To Hold all and singular the rights hereditaments hereby granted unto the said Richard Oakford his heirs and assigns to and for the only proper use and behoof of him the said Richard Oakford his heirs and assigns forever In Witness whereof we have hereunto set our hands and Seals this tenth day of February in the Year of our Lord One thousand Eight hundred and Forty three Isaac L Jones SS.
S. T. Jones SS.
Sealed and Delivered in the presence of
Franklin Jones W. T. Jones

City of Philadelphia ss. The Eleventh day of February Anno Domini 1843. before me the Subscriber one of the Aldermen in and for the said City of Philladelphia personally appeared the within named Isaac C. Jones. and acknowledged the within written Deed Poll, to be his Act and Deed and desired it might be recorded as such, witness my hand and seal J. Mitchell Ald: seal, — City and County of Philladelphia ss State of Pennsylvania I Richard Palmer Junior Prothonotary of the Court of Comarnon Pleas in and for the said City and County do certify that J. Mitchell Esqr. an Alderman of said City before whom the above acknowledgement of Isaac C. Jones is taken is an Officer Authorized by the laws of Pennsylvania to receive and take Probates and Acknowledgement of Deed for lands lying within this State, Certified under my hand and the seal of the said Court this Eighteenth seal day of February A D 1843. R. Palmer Jr. Prothonotary, State of New York ss. On this Fifteenth day of February Anno Domini 1843. Personally came before me Robert A. Shannon a Comanissioner of Deeds of the State of New York, in and for the City and County of New York duly Comanissioned ~~Sworn~~ swording in the City of New York. Samuel T. Jones one of the Grantors named in the within written Deed Poll, Known to me to be the person described in and who executed the said Deed, who acknowledged that he executed the same as his own Act and Deed, there being no alteration therein I allow it to be recorded Robert A. Shannon, Comanissioner of Deeds, City of New York. State of New York. ss. I. Robert A. Morris Mayor of the said City of New York do hereby certify that Robert A. Shannon, Comanissioner of Deeds of the State of New York in and for the city and county of New York duly Comanissioned before whom the above written Acknowledgement of Samuel T. Jones. is taken is an officer duly Authorized by the laws. of the State of New York to receive and take probates and Acknowledgements of Deeds for lands lying within this state Certified under my hand and the public seal of the said City this Fifteenth day of February Anno Domini seal 1843. Robt A Morris Mayor of the City of New York

And the said Note mentioned reads as follows.viz

Cincinnatti 3d 7 Month 1820. $761.32/100 Six Months after date I promise to pay to the Order of D. C. Jones Oakford & Co. Seven hundred and Sixty One 32/100 dollars with lawful interest from date For value received Job Pugh.- Endorsed as follows. "Pay James Turner or order for account of Richard Oakford D. C. Jones Oakford & Co pr. Rd. Oakford And the Mortgage Deed of said Job Pugh. to the said Jones & others reads as follows.- Job Pugh To Mortgage Deed Isaac C. Jones & others. This Indenture made the 15th day of September One thousand eight hundred and Twenty between Job Pugh of Warren County and State of Ohio of the One Part and Isaac C. Jones Richard Oakford

and Samuel J Jones all of the City of Philladelphia and State of Pennsylvania of the Second Part witnes that the said Job Pugh for and in Consideration of the Sum of Seven hundred and Sixty One 30/100 dollars to him in hand paid by the said party of the second part the receipt whereof is hereby Acknowledged have granted bargained sold and conveyed and by these presents doth grant bargain sell and convey unto the said party of the Second part theirs heirs and assigns forever All that tract or Parcel of land Situate in the County of Union and State of Ohio on the waters of Treackle Creek, bounded and described as follows, to-wit begin=ning at a large white Oak and two ash trees corner to Robert Means Survey No 5265. thence N 40 W. 197 poles to a White Oak Burr Oak and Two hickories thence N 72 E. 148 poles to a Burr Oak and Hickory thence S 24½ E 157 poles to a small hickory and Cherry Sapling thence S. 56½ W. 98 poles to the beginning Containing one hundred and thirty acres and one hundred and twenty rods be the same more or less, being a part of Survey No 8523. as distinguished on the principal Surveyors Book which was patented to Walter Dunn on the 25th day of March 1816. as by the Patent and by the records in the General land office of the United States will fully appear also an entire lot of Ground numbered One on the Plat of the Town of McConnelsville=burg in the County of Champaign and State of Ohio Situate on the South west side of Chillicothe Street Known and desig=nated on the Plat of the said Town, Together with all and Singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rents issues and profits thereof. To have and To hold the said premises hereby bargained and sold or meant or intended So to be with the appurtenances to the only proper use and benefit of the said Parties of the Second Part their heirs and assigns forever and the said parties of the first part for himself his heirs executors and administrators doth Cove=nant and agree to and with the said parties of the Second part their heirs and assigns that he is the true and lawful owner of the premises hereby bargained and sold and hath good right full power and lawful Authority to sell and convey the same, in Manner and form aforesaid and will warrant and forever defend the said premises hereby conveyed with the appurtenances and every part and parcel thereunto belonging to the said parties of the second part their heirs and assigns forever against all and every person or persons lawfully or equitably claiming or to claim to the whole or any part thereof Provided never=theless and it is hereby expressly declared to be the true intent and meaning of these presents that if the said Job Pugh his heirs executors and administrators shall well and truly pay or cause to be paid unto the said parties of the second Part, trading under the firm of J. C. Jones Oakford & Co. or to their certain attorney heirs Executors

Administrators or assigns the sum of Seven hundred and Sixty One 32/100 dollars due them from the said Job Pugh by a note dated July 3. 1820 and payable at Six months from the date, 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 Job Pugh hath hereunto set his hands and seals the day and year above written Job Pugh Seal
Signed Sealed and delivered in the presence of Richard Gabriel Thomas Saunders. State of Ohio Union County ss. Personally appeared before me a Justice of the Peace for said County Job Pugh who acknowledged the signing sealing and delivering of the within for the Express purpose therein specified to be his Act and Deed. Given under my hand and seal 15th September 1820. Richard Gabriel J Peace.
Rec'd & Recorded this Deed Sept 15. 1820. Thomas Reynolds Recorder U. County. The State of Ohio Union County ss. I. James Turner Recorder of said County of Union do hereby certify the within to be a true copy of a Mortgage Deed on Record in the Recorders Office of said County. Given under my hand and Seal Official Seal this 2d day of Oct. 1844. James Turner Recorder, And afterwards to wit on the 19th day of Oct. A.D. 1843. It Appearing to the Court that the said Job Pugh is not a resident of this State nor his residence elsewhere known to the Petitioner. Ordered that notice of the pendency of this suit be published in the Union Gazette a Weekly News Paper published in this County for Six consecutive weeks. from the rising of this Court setting forth in brief the allegations and prayer of said Petition and this cause is continued And afterwards to wit on the 26th day of April A.D. 1844 the said Notice was filed which Reads in the words and figures following to wit Union Com. Pleas. Richard Oakford vs Job Pugh, In Chancery October Term 1843. To Foreclose Mortgage In pursuance of the order of said Court at its October term aforesaid the said Job Pugh or others interested will take notice that the Complainant has filed his bill praying to foreclose a Mortgage, executed to the firm of D. C. Jones Oakford and Co. of which the complainant is assignee by the Defendant on the following described. premises, beginning at a large White Oak and two ash trees corner to Robert Means Survey No 5263. thence North 40 W. 197 poles to a White Oak Burr Oak and two hickories, thence N. 72 E. 148 poles to a Burr Oak, and Hickory, thence S. 24° 30" E 157 poles to a hickory and Cherry sapplng, thence S 56½ W. 98 poles to the Beginning Containing 130 acres and One hundred and twenty poles part of Survey No 8523. in said County of Union The Defendant is Notified to appear, plead, or otherwise

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defend. Within Sixty days from the rising of the next Term of said Court or at the Succeeding term, the Complainant will move the Court for a decree of foreclosure or Sale pro Confesso. Attest John Cassil Clerk Wm O. Lawrence Sol for Complainant. State of Ohio Union County ss. personally appeared in open Court John Cassil Publisher of the Union Gazette a Weekly Newspaper published in and of General circulation through said County who being duly Sworn says that the appended notice was published in said Paper for Six consecutive weeks and further says not John Sworn to in open Court this 17 of April 1844 Silas G. Strong And afterwards towit on the 2nd day of Oct: AD 1844. This cause came on to be heard upon the Bill of Complainant and the Defendant Still failing to plead Answer or demur to Complainants said Bill and was argued by Counsel on consideration Whereof it is ordered and decreed as follows towit 1st That the Bill be taken for Confessed 2nd and the Court do find that there is due the Complainant on account of his said Mortgage of Principal and interest upon his said Mortgage the Sum of Eighteen hundred and Sixty Seven dollars $60/100 1867 60/100) It is further ordered that the said Defendant pay the said Sum in to the said Complainant within Sixty days from the rising of this Court. and in default thereof That this Cause be referred to the Sheriff of Union County as a Special Master Commissioner for that purpose to proceed and Sell the premises in the said Bill described as upon Execution at Law, and apply the proceeds first To the payment of the Cost of this Court and that he hold the residue subject to the Order of this Court and that he make return herein to this Court at next Term to which time this Cause is Continued And afterwards towit Now on this day towit The Twenty Ninth day of May AD 1845. The Court having this day examined the proceedings of the Sheriff and Special Master and the Sale by him made, upon the order issued in this case and being Satisfied that said Sale has in all respects, been made in Conformity to the provisions of the Statute in such Cases made and provided do order the Clerk to make an Entry on the Journal, that the Court are Satisfied of the legality of the Sale and that he also enter an order to the Sheriff to make to the purchaser a Deed for the lands and tenements So Sold all of which is accordingly entered,

$3.20 Attest John Cassil Clerk,

Jeremiah Beal &
Hiram Beal.
~
Mary Beal
Saml. & Kirkpatrick

Pleas before his Honor Joseph R. Swan President, Silas G. Strong Christian Myers and James B. Smith, his associates, Judges at a Court of Common Pleas, began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Twenty Eighth day of May In the year of Our Lord One Thousand Eight hundred and Forty Five

Be it Remembered that heretofore towit on the 5th day of March AD 1844. Jeremiah Beal and Hiram Beal Administrators of the Estate of Nicholas Beal decd by Messrs Allison & Hall their Solicitors filed Herein their Petition in Chancery, Which said Petition reads in the words and figures following towit, To the Court of Common Pleas of the County of Union Ohio Your Petitioners Jeremiah Beal & Hiram Beal Administrators of the estate of Nicholas Beal deceased respectfully represent, That the total value of the Personal estate and effects of said decedent is as near as can be ascertained One thousand and Eighty Seven dollars & twenty five cents which will more fully appear by the Certificate of the Clerk of this Court herewith filed Marked A. but not more than Five hundred dollars can be realized therefrom that the amount of Debts owing by the deceased as nearly as they can now be ascertained amount to Eight hundred dollars and the amount of Charges of Administration to about twenty dollars the personal estate and effects are insufficient to pay said debts, The said decedent died seized in fee simple of the following real estate situate in the Township of York County of Union and State of Ohio, being bounded and described as follows. Beginning for one hundred acres of land at a Dog Wood White ash and Iron wood in South line of Survey No 3238. marked for a Corner running with said North 82° W. 82½ Poles to 2 beeches and an Elm thence N 8° E. 194 poles to a Water Ash witnessed by 2 ashes and Elm tree thence S 82° E. 82½ poles to two Sugar trees and two beech trees thence S 8 W. 194 poles to the place of beginning being part of said Survey No 3238 The said decedent died leaving Mary Beal his Widow who is entitled to dower in said Premises The following persons are the heirs having the next estate of inheritance in the premises above described from the said decedent namely Saml. Kirk Elizabeth Kirk his wife Robert Barkdale & Prudence Barkdale his wife and William Beal adults and Rachael Beal Isaiah Beal and Curtis Beal minors and Sharples Beal adult who resides out of this Estate Your Petitioner pray that

that the said Widow and the said persons above mentioned and described having the next estate of inheritance in said premises from said decedent be made parties defendants to this Petition That the Dower of the said Mary Beal may be sett off the several rights of the above named defendants adjusted &c, and that your Petitioners may be ordered to sell said real Estate &c and such other relief &c By Allison and Hall Sols for Petitioners The State of Ohio Union County ss We Jeremiah Beal & Hiram Beal Administrators of the Estate of Nicholas Beal deceased Petitioners named in the above Petition do make Solemn Oath that the said Shapless Beal one of the heirs and legal representatives of the said Nicholas Beal deceased and named in the above Petition resides out of this State as we verily Believe, Jeremiah Beal, Hiram Beal Sworn to and Subscribed this 2nd day of March AD 1844 before me James R. Smith Associate Judge

And afterwards towit on the 15th day of April AD 1844. the following Acknowledgement of Service was filed herein viz Jeremiah Beal and Hiram Beal Admrs, of Nicholas Beal deceased vs Mary Beal, Samuel Kirk & Elizabeth his wife Robert Barkedull & Prudence his wife William Beal et al, In Union Com. Pleas Petition to Sell land And the said Mary Beal widow of the said Nicholas Beal deceased and the said Samuel Kirk and Elizabeth his wife Robert Barkedall and Prudence his wife and William Beal in their own Proper Persons come and waive Process and appear to said Petition and hereby consent to the sale &c of the premises in the Petition described as Prayed, Mary Beal, Samuel J. Kirk Elizabeth Kirk Robert Barkedull Prudence m. Barkedull And afterwards towit on 1st day of October AD 1844 The following notice with the Proof of Publication was filed herein viz. Union Common Pleas Petition to Sell Lands, Jeremiah Beal & Hiram Beal Administrators of Nicholas Beal dec'd vs. Mary Beal Samuel Kirk & Elizabeth Kirk Robert Barkedall and Prudence Barkedull William Beal Rachael Beal Isarah Beal Curtis Beal and Shapless Beal, To Shapless Beal one of the legal heirs and representatives of Nicholas Beal deceased. You are hereby informed that on the 5th day of March 1844. said Administrators filed their Petition in Court of Common Pleas of Union County Ohio The Object and Prayer of which Petition is to obtain an Order &c, at the next Term of said Court, for the assignment of the Dower of Mary Beal the Widow of Nicholas Beal, deceased in and for the sale of the following Real Estate of which the said Nicholas Beal died Seized which is necessary to pay the Debts of said decedent to wit Part of Survey No 3238 in the Virginia Military District lying in the County of Union and State of Ohio and bounded and des

cribed as follows. Beginning at a Dogwood white Ash and Iron wood in the South line of said Survey No 3238. marked for a Corner running with said line N. 82 deg W. 82½ poles. to a Beech and an Elm tree thence N 8 E. 194 poles to a Water Ash, witnessed by 2 Ashes and an Elm, tree, thence S 82° E. 82½ poles to 2 Sugars + 2 Beeches. Thence S. 8 W. 194 poles to the beginning Containing one hundred acres more or less. Jeremiah Beal Hiram Beal, Administrators of Nicholas Beal decd by Allison & Hall attys for Petitioners March 6. 1844. The State of Ohio Union County ss. I. John Cassil do make Solem Oath that a Notice of which the annexed is a true Copy was published for four weeks successively immediately previous to the 6th day of April 1844. in the Union Gazette a newspaper in General circulation in the County of Union Ohio where the deceased last dwelt John Cassil. Sworn to and subscribed before me this 9th day of Oct. A D 1844. James Turner J. P.
And afterwards towit on the 15th day of April A D 1844. the Plantiffs filed herein the following Notice towit. —
To. Rachael Beal, v. Isaiah Beal, Minor heirs of Nicholas Beal deceased You are hereby informed that we have filed herein a Petition as Administrators, of the Estate of Nicholas Beal decd in the Court of Common Pleas of Union County, for the Sale of the Real Estate of said decedent, and shall in pursuance of the Prayer of said Petition on the first day of April Term 1844. of said Court. towit on the 16th day of April 1844. or as soon thereafter as Counsel can be heard ask for an Order for the assignment of the Dower of the Widow of said Nicholas Beal in and for the Sale of the following real estate of which the said Nicholas Beal died seized, which is necessary to pay his Debts to wit part of Survey No 3238. Virginia Military District Situated in Union County and containing one hundred Acres more or less. Jeremiah Beal Hiram Beal Administrators of Nicholas Beal deceased, Dated April 12. 1844. The State of Ohio Union County ss. I. Eliah Beal do make Solem Oath that on the 12th day of April 1844. I Served the within named Rachael Beal Isaiah Beal with a notice of which the within is a true Copy Eliah Beal. Sworn to and subscribed before me this 12th day of April A D 1844. H. H. McPherson J. P. Seal
And afterwards towit on the 15th day of April 1844.
The notice of the Administrators, to Wm & Curtis Beal was filed herein in the words and figures following towit To William Beal v. Curtis Beal heirs of Nicholas Beal deceased. You are hereby informed that we have filed a Petition as Administrators of the Estate of Nicholas Beal deceased in the Court of Common Pleas of Union County for the Sale &c of the real estate of the said deceased. and shall in pursuance of the

Prayer of said Petition on the first day of the April
Term 1844. of said Court, towit on the 16th day of April 1844
or as soon thereafter as Counsel can be heard Ask for
an Order for the Assignment of the Dowery of the Widow
of said Nicholas Beal, in and for the sale of the following
real estate of which the said Nicholas died seized which
is necessary to pay his debts towit part of Survey No
3238 Virginia Military District situated in Union County
and containing One hundred Acres more or less. April 11.
1844. Jeremiah Beal Hiram Beal Admrs of Nicholas Beal
deceased. The State of Ohio Union County ss. I. Amon Davis
do make Solem Oath that on the 13th day of April 1844.
I Served the within named William Beal, & Curtis Beal with a Notice
of which the within is a true Copy. Amon Davis
Sworn to and Subscribed before me this 13th day of April
1844. James R. Smith Associate Judge, And afterwards
towit on the 1st day of Oct. 1844. On Motion to the Court, by Mr.
Allison Counsel for the Petitioners. It is ordered that the said
Mary Beal, be endowed of one full third Part of the follow-
-ing real estate in Petition mentioned towit Part of Survey
No 3238. in the Virginia Military District lying in the
County of Union in the State of Ohio, and bounded and
described as follows. beginning at a Logwood White ash
and Iron wood in the South line of said Survey. No 3238.
marked for a Corner, running with said line N 28 W. 82½
poles to a Beech, and an Elm tree thence N 8 E. 194 poles
to a Water Ash, witnessed by two Ashes and an Elm, tree
thence S. 82 E. 82½ poles to 2 Sugars and two beech trees thence
S 8 W. 194 poles to the place of Beginning containing one
hundred Acres more or less. and it is further ordered that
Wm R. Smith Joseph R. Cahil, and M Sigler being first
duly Sworn, do upon actual view of the premises sell off
and assign the Dower, of said Mary Beal and
make return of such assignment, together with a
just valuation of said real estate subject to said
Dower forthwith, — Whereupon Said Commissioners
Filed herein their said report, in the words and
figures following. "In obedience to the order of the Court
in this case after being duly sworn and upon actual
view of the premises in the said Petition described we
the undersigned Appraisers do sell off and assign to
Mary Beal the Widow of said Nicholas Beal deceased
for her dower estate, in the real estate mentioned and
described in said Petition so much of said land as
is contained within the following bounds towit
Commencing at a Water Ash in the North west corner
of said lot running S 8. W. 64⅔ poles to a Stake thence
S 82 E. to intersect the East line of said lot contain
-ing 33⅓ Acres we do estimate the estate described
in Said Petition subject to and incumbered by said
Dower at $237.50. William R. Smith Joseph R Cahil

William Sigler State of Ohio Union County ss. On the 2nd day of Oct: A D 1844. before me personally appeared Wm R Smith Joseph R. Cahil & Wm Sigler. the within named and made solem oath that they would upon actual view honestly and impartially assign Dower and ap-praise the real estate of Nicholas Beal deceased in persuance of the order of the Court of common Pleas of Union County in the case of Hiram Beal and Jeremiah Beal Administrators of said Estate. Wm Doby Justice of the Peace of Said County October the 2nd 1844.
And afterwards towit on the 3d day of October A D 1844. On Motion to the Court by Mr Allison Counsel for the Petitioner and upon producing the assignment of Dower and appraisment herein made by Wm R Smith Joseph R. Cahil & Wm Sigler under a former order of this court. It is ordered that said Administrators proceed According to law to sell the real estate, in said Petition de-scribed, subject to said Dower estate of the said Mary Beal, and upon the following Terms towit. One third Cash in hand one third in One year. and the residue in two years, with interest from the day of sale to be secured by Mortgage upon the premises And it is further ordered that the said Jeremiah Beal & Hiram Beal Administrators as aforesaid make return of their pro-ceedings in the premises to the next Term of this Court
And Afterwards towit, Now on this day towit the 28th day of May A D 1845. On Motion to the Court by Mr Allison Counsel for Petitioners and upon producing the return of the proceedings and Sale made by the said Petitioners 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 Order the said Petitioners to Execute and deliver to said Purchasers a Deed in fee simple for the Real Estate sold by them as aforesaid —
Attest John Cassil Clerk.

$2.37

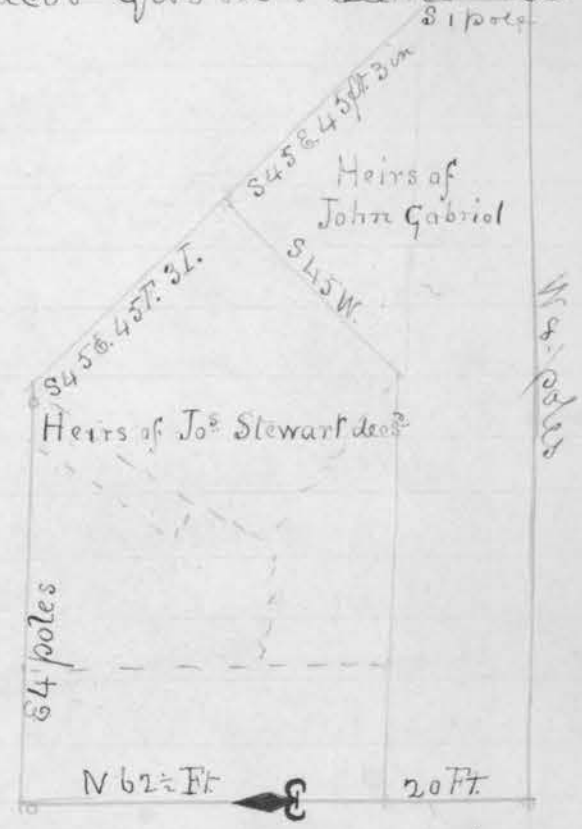
IX John Stewart et al. } Pleas before his Honor Joseph R. Swan.
Mariah Gabriel et alias } President, Silas Q. Strong. James R. Smith & Christian Myers. his associates Judges. at a Court of Common Pleas, began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Thirtieth day of May. in the year of Our Lord One thousand Eight hundred and Forty Five

Be it Remembered that heretofore towit on the 28th day of October A D. 1839. the said John Stewart et als by Wm C Law-rence their Attorney filed herein their Petition, which reads in the words and figures following to wit; To the Honor-able the Court of Common Pleas ~~of~~ in and for the

County of Union. The undersigned, your Petitioners respectfully represents that at the sale of the lots of the Town of Manyarille in which the Court is now in session one John Gabriel and one Joseph Stewart both of this county but now deceased purchased Jointly share and share alike in lot N°52. in said Town. and that they continued during their lives to hold the same in Common that the said John Gabriel died leaving Maria Gabriel his widow and John, Hiram, and Joseph, his children and minors all of whom your Petitioners Pray to be made de=fendants to this bill that the said Joseph Stewart died leaving your Petitioners and one Polly Randal. his heirs, and entitled to one half of said lot that the said Polly Randall died leaving Joseph Randall her minor heir and only Child the Parties are all of this County and we Pray to have the said Joseph made defendant also. Your Petitioners therefore prays Partition of the said lot, and that their proportion may be sett off to them that we may be made of it, Your Petition ers further show that by mutual consent between the heirs of the said John Gabriel by their mother and your Petition ers the north half of said lot was allotted to said Stewart and the South half in value according to Quality and Quantity set apart for the Widow and heirs of said John Gabriel and that both parties have to some extent improved upon their portions your Petitioner therefore pray that viewers may be appointed and such other proceedings had by this Court as shall be in accordance with the Statutes and that your Petitioners be placed on the North of said lot. and as in duty bound &c, John Stewart William Stewart, Jane Stewart Jacob Gibson and Eleanor his wife James McDon=ald and Adaline his wife and Maria Gabriel by Wm C. Lawrence their Atty. And afterwards towit on the 28. day of October A.D. 1839. a Subpoena. in Chancery was. issued from the Clerks office of said Court in the words and figures following towit. The State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you to Summons Mariah Gabriel Widow and John. Hiram, & Joseph Children and heirs of John Gabriel deceased And. Joseph S. Randall heir of Polly Randall decs to appear be=fore our Court of Common Pleas within and for the County aforesaid at the Court House in said County on the 3[1st] instant to Answer the matters and Charges exhibited against them by heirs of Joseph Stewart and this they shall in no wise Omit under the penalty of one thousand dollars and have you then there this writ. Witness James N. Gill Clerk of said Court this 28 day of Oct 1839. Seal James N. Gill Clerk, The Sheriff returned said Subpoena on the 29[th] day of Oct. Endorsed as his return "Served by delivering a certified Copy to each Defendant except Jenkins & wife removed from the County Oct 29. 1839 R. Clark. Sheriff

And afterwards towit on the 2nd day of November. A.D 1839.
On Motion to the Court by Mr. Lawrence, counsel for the
Complainants it is ordered that P. B. Cole be appointed
Guardian Ad litem for the infant defendants to this
bill whereupon said P. B. Cole 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 towit. The Joint Answer
of John Gabriel Hiram Gabriel, Joseph Gabriel and Joseph
Randall, infand Defendants to the Bill of Complaint ex-
hibited against them by John Stewart and others for Parti
=tion in Union Com^n Pleas, These defendants now comes and
for answer to Complamants said Bill say that they can
not gainsay or deny the Allegations in complainants said
Bill contained but confess the same true and say that
they are now willing that Partition of the Premises be
now made, agreeable to the prayer of said Applicants
and they hereby relinquish and waive the use of the length
of the notice as required by Statute and trust their inter
est with the Court &c. By P. B. Cole their Guardian Ad litem,
And. thereupon came Maria Gabriel by P. B. Cole
her Atty and filed herein her Seperate Answer in the
words and figures following "The Seperate Answer of Maria
Gabriel widow of John Gabriel dec^d to bill exhibited against
herself et al, By John Stewart & others, This Defendant
now comes and for Answer says that cannot gainsay
the Allegations in Complainants said Bill & is willing
that Partition be now made in Accordance with the
Prayer of said Bill and this Defendant does not request
that her dower may set by metes & bounds & said Prem
=ises but wishes it to remain in Common with the
Shares sett off to the infant defendants heirs of John
Gabriel dec^d on the South Side of the lot, P. B. Cole
Atty for Defft. And afterwards towit on the 2nd day of Novembe
A.D. 1839. This cause came on to be heard upon the
Petition and Answers on consideration whereof it is ordered
that by the Oaths of Silas G. Strong Levi Phelps and
Hezekiah Bates three Judicious disinterested freeholders
of the vicinity 3 in Fourteenths of the premises described in
said Petition be assigned and sett off to the Petitioners and
One Fourteenth thereof to Joseph Randall, and the remain
=ing One half of said Premises and on the South side thereof
be sett off to the defendants the widow and heirs of John
Gabriel deceased, according to Quality and Quantity if the
same can be done without injury and it is further or-
=dered that a Writ of Partition issue to the Sheriff of this
County Commanding him to cause said Partition
to be made accordingly and to report his proceedings
herein to this Court, forthwith, — Which said Writ
reads in the Words and figures following, towit. "State
of Ohio Union County ss. To the Sheriff of said County

Greeting. We Command you that without delay by the Oaths of Silas Q. Strong Levi Phelps & Hezekiah Bates you cause Partition to be made of One lot No 52. in the Town of Marysville in Union County in the following manner towit One Fourteenths thereof to John Stewart Wm Stewart, Dane Stewart Jacob Gibson & Elenor his wife James McDonald and Adaline his wife & Maria Gabriel, & one fourteenth to Joseph S. Randall, & the remaining one half to the Widow & heirs of John Gabriel decd and that your proceedings in the premises you forthwith Certify under your hand to this Court of Common Pleas together with this writ, Witness D. H. Gill Clerk of said Court at the Court House in Marysville this 4th day of November 1839. James H Gill Clerk Seal, And thereupon the said Sheriff returned said writ with his endorsement thereon in the words and figures following towit, "Served the above Writ according to the Command thereof and Ask. the Court that the report of the Commissioners thereunto Annexed may be taken as a part of my return R. Clark. Sheriff, Which Report of the Commissioners reads in the words and figures following We the undersigned freeholders in persuance of the Command, of a Writ of Partition to us directed be made of One lot No 52, in the Town of Marysville Union County in the following manner towit One Fourteenths thereof to John Stewart Wm. Stewart, Dane Steward Jacob Gibson & Elenor his wife James McDonald and Adaline his wife, and Maria Gabriel, and one fourteenth to Joseph S. Randall and the remaining One half to the Widow and heirs of John Gabriel deceased, have proceeded and upon Actual view of the premises after being duly Sworn as the Law directs and have sett off, and aparted to the heirs of Joseph Stewart, To wit John Stewart Williams Stewart Dane Stewart Jacob Gibson & Eleanor his wife James McDonald and Adaline his wife Mariah Gabriel, and Joseph S. Randall the following premises towit Beginning at a Stake North West Corner to said lot No 52, thence with the line of said lot, 4 poles to a Stake corner of said lot thence with the line of said lot, S. 45 E. 45 Ft, & 3 Inches to a stake thence S. 45 W. to a Stake 20 feet north of the South line of said lot No 52, thence W. to a Stake in the West line of said lot thence N 62½ feet to the beginning leaving all the residue of said lot, to the heirs of John Gabriel decd and in as much as the 1/4 part of the whole lot to be sett off and Aparted to the said Joseph S. Randall, cannot be done without material injury to the interests of those Concerned we do appraise the said portion sett off to the heirs of the said Joseph Stewart to be worth three hundred dollars said Joseph S. Randall being entitled to the One Seventh of said ~~lot~~ half towit Forty two dollars eighty five cents and Seven mills, Given under our hands and Seals this 5th day of November AD 1839. Silas Q. Strong Seal Levi Phelps Seal



Hezekiah Bates

Hezekiah Bates Seal State of Ohio. Union County ss.
Before me a legally acting Justice of the Peace, came Levi
Phelps Hezekiah Bates & Silas G Strong and was by me duly
Sworn to make impartial Partition of the lot mentioned
in the foregoing. According to the provisions of the Statute in
Such Cases made and provided Given under my hand
this 5. day of November 1839. A. A. Williams J. P.
And Afterwards towit on the 5th day of Novr. A.D 1839.
On Motion to the Court by Mr. Lawrence Counsel for
the Petitioners and upon producing the Proceedings
of the Sheriff and also the Report and proceedings
of the Commissioners herein before appointed and the
Same being examined It is ordered that said pro
ceedings and report be and the same are hereby ap-
=proved and confirmed and on motion this Cause
is Continued, And Thereupon this cause was Contin
ued. at every intervening Term of said Court, of Comm
Pleas. from the aforesaid date towit the 5th day of
November. A.D 1839. until the 30th day of May. towit
the day and year first hereinbefore written, In this
case Partition of the said Premises having been had by the
Sheriff of this Court between the heirs of Joseph Stewart
and the heirs of John Gabriel and as appears by the
return of the said Sheriff That there was Partitioned
to the Widow Mariah Gabriel. John Gabriel Hiram Gabriel
and Joseph Gabriel Widow and legal representatives of John
Gabriel decs the following part and Parcel of said premises
towit Beginning at a Stake Forty five feet 3 inches from the
spot. the line leaves the Main Street adjoining the Public
Square and on the Rope facing said Square thence running
S 45 W. to a Stake 20 feet north of South line of said Lot
No 52. thence West to the West line of said lot, thence S.
20 feet to South line of said lot thence E. to the Main Street
thence N one pole to a Stake thence N 45 W. 45 feet 3 in
=ches, and to the other parties representing the heirs of
Joseph Stewart the ballance and residue of said lot
It is therefore ordered adjudged and decreed that the said
Partition so made be confirmed and that parties hold as
Tenants in Common, the respective portions sett off and
Apportioned to the heirs of the said John Gabriel and
Joseph Stewart as returned by the Plat of Partition And
it appearing further to the Court that the moiety sett
off and Apportioned to John Stewart Mariah Gabriel William
Stewart Jane Stewart Dames and Adaline McDonald Jacob
Gibson & Eleanor his wife and Joseph S. Randall legal
representatives of J. Stewart is not susceptible of Partition
So as to Sett off to said Randall his portion and part in
Severalty without Material injury to said Randalls
interest and part and the said Moiety was appraised
by the said Appraisors to Three hundred dollars
and thereupon this Cause was Continued for either

or any of said last named Parties to elect to take it at the ap=praisment and thereupon William Stewart one of the heirs and legal owners and party to this Suit appears in Open Court and Elects to take said premises at the appraisement which is ordered Allowed and decreed by this Court It is therefore ordered adjudged and decreed that the said William Stewart on paying into the hands of the Sheriff the said Sum and Amount by the said Appraisors so returned hold the same in Severalty free and clear of any Claim title of Possession or Property in any of the said Parties and that William M. Robinson Sheriff of this County convey in fee simple by meets and bounds all the right title interest and claim which the said John Stewart Mariah Gabriel Jane Stewart Jacob Gibson and Eleanor his wife James McDonald and Adaline his wife and Joseph S. Randall have of in and to the said lot and Especially To or in the said North half of said premises to the said William Stewart his heirs and assigns forever So as aforesaid Apportioned to them and So as aforesaid Appraised And it is further ordered that the said Parties representing John Gabriel towit Mariah Gabriel John Gabriel Hiram Gabriel and Joseph Gabriel pay one half of the Costs of this Case and that said William Stewart the remaining half within Ninety days from the rising of this Court.

$225 Attest. John Cassil, Clerk.

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4 David Chapman
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Josiah Beard

Pleas before his Honor Joseph R. Swan President. Silas Q. Strong James R Smith & Christian Myers 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 May in the year of Our Lord One thousand Eight hundred and Forty Five,

Be it remembered that heretofore towit on the 1st day of September AD 1842. David Chapman by W & Lawrence his Attorney filed herein his Petition in Chancery which said Petition reads as follows towit To the Honorable, the Judges of the Court of Common Pleas in Chancery Setting Your Orator David Chapman Administrator with the Will Annexed of Henry Shover late of this County deceased would respectfully represent that by the said Will of said deceased your Orator after the death of the Widow of said deceased was Charged with the sale of the real estate described in the papers herewith filed and marked A. That the said Widow is now dead and that one Josiah Beard of this County is by purchase the only person interested in said realty as the heirs have transfered to him their interest in avails of said Lands in full, And whom your Orator prays

may be made defendant to this bill and your Peti-
=tioner further Charges that by said Will it becomes
necessary for your Orator to sell said realty and that
the assetts already in the hands of your Orator will
fully pay the liabilities of said Estate The Prayer of
your Petitioner is that your Honors would order a Sale of
said realty and as in duty bound your Petitioner will
ever pray &c. David Chapman By his Wm. Lawrence
Sol, Which description Marked A I refered to in
the Petition reads as follows. Field notes of 272½ acres of
Land in Jerome Township Union County the Prop-
=erty of Henry Shover deceased, Beginning at 2 ashes
and a hickory (all down) North East Corner to Lucas
Sullivants Survey N° 3686, thence with the back line
of said Survey S 38 E. 151½ poles to a Sugar tree & Dogwood
a corner to land Sold by Lucas Sullivant to Frede-
=rick Sagar thence with Sagars line S 52 W. 318 poles to
A Stake on the Bank of Darby Creek thence up the
Creek N 87 W. 28 poles to a Small White Oak thence N 38 W.
12 poles to an Elm, thence N 92 E. 48 poles to a buckeye
hornbeam & Red beech (all down) thence N 38 W. 114 poles to a
Sugar tree, Iron wood & hickory in the upper line of the
Original Survey N° 3686. thence with said line N 52 E.
280 poles to the beginning And afterwards to wit on the
1st day of Sept. A.D 1842 the said Josiah Beard, Filed herein
his Seperate answer, to said Bill in the Words and figures
following towit: The Seperate Answer of Josiah Beard to the
Bill exhibited against him by David Chapman Adm with
the the Will Annexed of Henry Shover late of this County
deceased, This Defendant now Comes and Waives the
issuing and Service of Process, enters his appearance to
said Bill and admits that he is the owner of the interests
of the heirs of in Said realty and its proceeds and wishes
the Court may grant the Prayer of said Petitioner and
he will be therewith content and as &c. in his own Proper
person, Josiah Beard. And afterwards to wit on the
8th day of November A.D 1842, This Cause came on to be heard
upon the Petition and answer of Defendant and was
Argued by Counsel, upon consideration whereof and upon
motion to the Court, by Wm. Lawrence Counsel, for the
Petitioner It is ordered that the Petitioner proceed, to sell
the Lands in the said Petition described according to
Law, at the Door of the Court House, in Marysville
Union County Ohio And it is further ordered that by the
Oaths of Simon Richard John McClenne and Jarmary
Heminenway three Judicious disinterested freeholders
of the Vicinity and of Kin to neither party the said
Petitioner first cause said premises described in said
Petition be Appraised at their true value and of
these proceedings herein he make return to next Term

391 1/2

of this ~~Term~~. Court And afterwards to wit on the 21st day of April A D 1843. In this case the Administrator se returned to this Court the appraisment of the Premises described in the Bill under the oaths of Simon Richards Jarmary Remmen-way and John McKune, the appraisors heretofore appointed to this end by this Court whereupon it is ordered by the Court that the said David Chapman proceed to sell the same after giving thirty days notice at Public Outcry at the Door of the Court House in Marysville, to the highest bidder for cash one half in hand and the ballance in one year from the Sale to be secured by Mortgage or other good security and this cause ~~severed~~, Continued And afterwards to wit on the 8th day of July A D 1843. this cause was continued, And afterwards to wit on the 19th day of October A D 1843. The said Chapman made return of his Sale in this case to the said Josiah Beard Whereupon the Court refer this case with the doings of the said Administrators with the Will Annexed, to W W Steele, Special Master to take proof and Ascertain if the said Sale was necessary in discharge of the duties of the Administrator together with the purchase of the interest of the heirs of the said H. Shover in the premises by the said Josiah Beard and make report of his doings herein to the next Term of this Court to which the Case is Continued And afterwards to wit on the 12th day of March A D 1844. The said Master made return of the said order of reference, endorsed as follows to wit "I have defered to take proof and make the examination in this case, as instructed by this order in consequence of the Death of Defendant, J. Beard, W W Steele Master Commissioner in Chancery. And afterwards to wit on the 16th day of April A D 1844, This cause was Continued under former order. And afterwards to wit on the 3d day of October A D 1844. In this case the Death of the Defendant is Suggested and ordered that Ann Beard & Leroy T Sagar Administrators of Josiah Beard dec'd be made defendants hereto And the Court refer this case with the doings of the said David Chapman Administrator with the will annexed &c to the Master Commissioner of this Court to take proof and ascertain if the said Sale was necessary in discharge of the duties of the Administrator together with the purchase of the interest of the Heirs of the said H. Shover dec'd in the premises by the said Josiah Beard and make report of his doings herein to the next Term of this Court to which time this case is Continued, And afterwards to wit on the 26th day of May A D 1845. the said Master Commissioner made return of said Order of reference in the words and figures following to wit, David Chapman Administrator of Josiah Beard, Master Commissioners report, I. James Shover Master Commissioner of Union County do find on Examination that Henry Shover did make and Execute a Will before his death to this effect that

first he did give and bequath to his wife possession of all the land her life time & such part of the Stock & house hold & Kitchen Furniture as she Choose to Keep and such part of the Stock furniture & farming utentials as she did not want sold, I do further find that on the 1st day of Sept 1842. that said David Chapman Filed his Petition to Sell the land of the said Henry Shover dec'd after the death of the Widow that but previous thereto the heirs of said Henry Shover had disposed of their interest in said Real Estate to the said Josiah Beard and that said Chapman States in his bill that the assets already in his hands would fully pay the lia=bilities of said estate, The heirs of said Shover in the sale of said Real Estate binds themselves to Keep said lands Clear of all incumbrance it also appears that said Beard came and Consented to the sale of the Administrator inasmuch as the Administrator had assetts in his hands sufficient to pay the liabilities of said estate, I give it as my opinion that the sale by him was wholly unnecessary May 26. 1845 James Turner Master Commissioner, And thereupon David Chapman by W & Lawrence his Sol, came and filed his Exceptions to said Report as follows. viz. "This Report is excepted to by Complainant 1st because the report is not full. 2nd because the Will directs the Administrator to Sell 3d because no way can be used or adopted to transfer the lands to the purchaser as heirs are Concerned W & Lawrence Sol for Pet:
And afterwards towit now on this day to wit the 30th day of May AD 1845. This cause came on to be heard upon the Bill &c. & Exhibits argued by Counsel it is hereby Ordered and decreed the Masters report and exceptions thereto and was argued by Counsel where upon the Exceptions to the report were sustained and the report over ruled and the Court having examined the proceedings 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 the said Petitioner execute and deliver to said purchasers, legal representative a Deed in fee simple for the real estate so by him sold as aforesaid
Albert John Cassil Clerk

$1.63

Peter R Kennady
vs
David Witter

Pleas before his honor D R Thrasher President, Silas Q. Strong James R. Smith & Christian Myers. 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 Seventh day of May in the year of our Lord, One Thousand Eight hundred and Forty Five, - Be it remembered that heretofore towit on the 2nd day of Oct. A.D. 1844. Peter B. Kennady by W.B. Lawrence his attorney sued out of the Clerks office of said Court of Common Pleas The following writ of Summons viz. "State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you to Summon David Witter 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 B. Kennady in a plea of Assumpsit Damages Five hundred dollars And have you then there this writ Tobias Gas Witness John Cassil Clerk of said Court at the Court House aforesaid this 2nd day of Oct. A.D. 1844. John Cassil Clerk S.S. Endorsed, "Suit brot on defendants note of hand given to Plaintiff by Defendant for three hundred Dollars on the 4th day of October 1841. and due Six months after date also for money had and received goods sold and delivered W.B. Lawrence Atty for Plaintiff. And the said Sheriff made his return upon said writ in these words." Served by Certified Copy on D. Witter Oct 2nd 1844. W.W. Steele Sheriff. And afterwards towit on the 11th day of October A.D. 1844. Plaintiff by W.B. Lawrence his atty. filed here in his Declaration in the words following towit "State of Ohio Union County ss. October Term A.D. 1844. Union County Court of Common Pleas. Peter B. Kennady complains of David Witter in a plea of Assumpsit for that whereas the said David Witter on the fourth day of October 1841. at the County of Union aforesaid made his promisory note in writing and delivered the same to said Plaintiff and thereby promised to pay the said P.B. Kennady or bearer Three hundred dollars Six months after the date there of which period has now elapsed and the said David Witter then and there in consideration of the premises promised to pay the amount of the said note to the said Peter B. Kennady according to the tenor and effect thereof yet the said David Witter has disregarded his said promises and hath not paid the said sums of money nor either of them nor any part thereof to damage of the said Peter B. Kennady five hundred dollars and therefore he brings suit &c By W.B. Lawrence his Atty And afterwards to wit on the day and year first here in before mentioned towit the 27th day of May A.D. 1845 came the said P.B. Kennady by his attorney and the said David Witter though solemnly called came not but made default. Whereupon it is considered that the said Peter B. Kennady ought to recover his damages by reason of the premises Therefore it is considered that the said Peter B. Kennady

recover of the said David Witter the sum of three hundred Sixty five dollars and twenty five Cents damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to dollars and thereupon the Plaintiff by his attorney comes and remits without payment Eight 60/100 dolla part of the above Judgement
Attest John Cassil Clerk,

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S. Wood & Sons
vs
Silas Q. Strong

Pleas before his Honor Joseph R. Swan President, Silas Q. Strong, James R. Smith & Christian Myers 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 May in the year of Our Lord One thousand Eight hundred and Forty five, Be it remembered that heretofore to wit on the 1st day of October, 1844 S. Wood & Sons by P.B. Wilcox their attorney sued out of the Clerks office of this Court their writ of Summons, which writ and the endorsement thereon reads in the words and figures following towit "State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you to Summon Silas Q. 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 Samuel Wood Samuel S. Wood v. John Wood, in a plea of Debt. Debt $3000,00 Damages $3000.00. And have then there this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this first day of Oct: A.D. 1844 John Cassil Clerk Seal." Suit brought on Judgement in the Circuit Court U States Ohio District for $3019.14 & cost of Suit rendered on or about Dec. 19. 1842, V Common Counts Wilcox for. Plaintiff, also endorsed" I acknowledge Service Oct. 1. 1844 Silas Q. Strong And afterwards towit on the 13th day of November 1844. the said Plaintiffs by P.B. Wilcox their Attorney filed herein their Narration in the words and figures following viz: State of Ohio Union County ss October Term A.D. 1844. Samuel Wood. Samuel S. Wood and John Wood under the name and firm of Samuel Wood & Sons. Complain of Silas Q. Strong in a Plea of Debt. for that whereas the said Plaintiffs by the Consideration of the Seventh Circuit Court of the United States within and for the District of Ohio held within and for the District of Ohio aforesaid on the 28th day of December A.D. 1842, at the December Term of said Court A.D. 1842 recovered Judgement against the said Strong for the sum of $3019.14 cents damages and $25,11 cents Costs

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of Writ a copy whereof duly Authenticated the said Plaintiff now here in Court produces and which said Judgement is in full force and not reversed annulled or Satisfied and the said Plaintiff aver altho often requested the said Strong hath never paid the said Judgement nor any part thereof To the Damage of the said Plaintiff 5000.$ and therefore they Sue &c By Wilcox their Attorney And afterwards to wit on the day and year first herein before mentioned towit the 29th day of May A.D. 1845. came the Plaintiffs by their attorney and the said Silas Q Strong by his attorney also comes. and withdraws his Paper purporting to be a demurrer to the Declaration & by consent this cause is submitted to the Court and thereupon it is considered that the said Plaintiffs ought to recover their debt against the said Defendant and their damages by reason of the detention thereof and the Court being fully advised in the premises, do find that the said Defendant doth owe to the said Plaintiff the sum of Three Thousand and Forty Four dollars and Twenty five cents and do assess their damages by reason of the detention thereof, to Four hundred and Thirty Seven D. Twenty eight cents. Therefore it is considered that the said Plaintiffs recover of the said defendant the said Sum of Three thousand & Forty Four dollars and Twenty five cents their debt aforesaid and the said Sum of Four hundred and Thirty Seven dollars Twenty eight cents their damages aforesaid and also their costs in this behalf expended taxed to dollar
$68 Attest John Cassil clerk

4 Robson L. Broome ~ Reuben P. Mann. } Pleas before his honor Joseph B. Swan President, Silas Q Strong James R Smith & Christian Myers his associates Judges at a Court of Common Pleas, with began 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 May in the year of Our Lord One thousand Eight hundred and Forty Five Be it remembered that heretofore towit on the 30th day of May A.D 1845. Robson L. Broome in his own proper person Filed in the Clerks office of said Court, A Note of hand, reading as follows towit "$355.87. For value received I promise to pay to Norman Chipman or order Three hundred & Fifty five dollars & Eighty Seven cents it being a ballance due him on Settlement of Book accounts, errors excepted Nov. 5th 1844. Reuben P. Mann. And afterwards towit on the day and year first herein mentioned towit. the Thirty first day of May A.D 1845. Came the Parties

in their own proper persons. and thereupon the said Reuben P. Mann relinquishing his plea, says that he cannot deny the action of the said Robson L. Broome Nor. but that he did assume and promise in manner and form as the said Broome hath complained against him and confesses. that the said R. L. Broome hath sustained damages by reason of the premises to Three hundred and Sixty Seven dollars. Therefore by consent of Parties It is considered that the said R. L. Broome recover of the said Reuben P Mann the said Sum of Three hundred and Sixty Seven dollars his damages as aforesaid confessed, and also his costs in this behalf expended taxed to dollars

dollars

attest John Cassil, Clerk,

Saml Little &c. / Pleas before his Honor Do P. Brown Esqr
Alex. Cowgill / President. Silas G. Strong, James R. Smith and Christian Myers his associate Judges, at a Court of Common Pleas

Began and held at the Court House in the Town of Marysville County of Union and State of Ohio on the

C. Lee & Wm B Irwin Admr of Calvin Winget decd vs. Cynthia Winget et al. } Pleas before his Honor Joseph R. Irwin Esqr. President, Silas G. Strong James R. Smith and Christian Myers 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 May in the year of our Lord One thousand Eight hundred and Forty five

Be it remembered that heretofore to wit on the 4th day of November A.D. 1841. C Lee & Wm B. Irwin administrators of the Estate of Calvin Winget deceased. Filed herein their Petition to Sell Land, Which said Petition reads in the words and figures following viz:

To the Honorable the Judges of the Court of Common Pleas in and for the County of Union and State of Ohio, when in Session, Your Petitioners Wm B. Irwin & Cyprian Lee Administrators of Calvin Winget late of this County decd respectfully represent, that they have proceeded with the administration of said Estate, with all Possible dispatch that so far they find it difficult to collect by suit, enough to pay over to the Widow her allowance for her own and her Childrens support, for one year, That they have rec'd for payment against said Estate 1746.36. in all Just and due as your Petitioners believe, that the whole

amount of available assets arising from the Sale of the Personal property and Claims due said Estate when fully Collected, so far as has come to the Knowledge of your Petitioners subject to the expenses of Administration and debts due from said estate is 285.05. whereby the fact is shewn, that without the Sale of real estate, the debts due from said Estate cannot be paid your Petitioners further shew, and charge, that the said Winget died Seized in fee of in Lot No 40. in the Town of Marysville this county which with its privileges and appurtenances incumbered by the Dower of the widow cannot exceed 900$, in value, which places the Estate as to liabilities 1746.36. assetts 285.05. real estate 900$, which places the estate insolvent the prayer therefore of your petitioners is that Cynthia Winget, the Widow and entitled to Dower in said Premises, Jannes Winget David Winget, William Winget Ann Winget Cyprian L. Winget and Calvin Winget, Minors and heirs of said deceased, may be made defendants, to this Bill, that they be compelled, to Answer, all and singular the Matters and things herein Charged, and that on final hearing your honors may adjudge, order, and decree a Sale of said lot that the proceeds thereof be applied to the payment, of the debts, in proportion as authorized by Statute, and your Petitioners as in duty bound will ever pray &c. by W.B. Lawrence, their Sol, Clerk will issue subpoena & direct to the Sheriff of this County, for the Several Defendants, by W.B. Lawrence Which said subpoena, reads in the words and figures following to wit, The State of Ohio, Union County. ss. To the Sheriff of said County Greeting: We command you that you Summon Cinthia Winget (widow) Jannes Winget David Winget William Winget Ann Winget Cyprian L. Winget and Calvin Winget 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 Cyprian Lee & William B Irwin Admr of Calvin Winget decd 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 said Court at the Court House in Marysville this 10th day of February A.D. 1842 James H Gill clerk which said writ was returned by the said Sheriff on the 28th day of March A.D. 1842, with the following endorsement, "Served by certified Copy on all the within named, except James Winget who acknowledges Service March 28. 1842 W. V. Steele Sheriff, I acknowledge Service on the within February 10th 1842, James Winget. And afterwards towit on the 29th day of April 1842. On Motion of Mr Lawrence Counsel for the Petitioners it is ordered that A Hall be appointed Guardian Adlitem for the infant Defendants to the Petition and thereupon the said Hall appeared accepted said appointment and Cause continued. And afterwards to wit on the date

last aforesaid, On Motion to the Court it is ordered that Otway Curry. be appointed Co. Administrator with Cyprian Lee on the Estate of Calvin Winget deceased. in the place of Wm B. Irwin resigned, and thereupon the said Otway Curry appeared in open Court, accepted said Appointment was duly sworn and gave bond, to the acceptance of the Court in the penal sum of Two thousand dollars with William B. Irwin, and Samuel B. Johnson his security. And afterwards to wit on the 30th day of August A.D. 1842, The said A. Hall Guardian adlitem filed herein his answer, in the words and figures following the Joint answers of Dannes Winget David, William Elizabeth Ann, Cyprian And Calvin, infant defendants to the Bill of Complaint exhibited against them by Cyprian Lee and W B. Irwin Administrators of Calvin Winget dec'd. These defendants by Augustus Hall, their Guardian Adlitem Now comes and answering say that they Know nothing about the matters and things contained but submit their case to the Court and hope your Honorable body will protect their interest and as in duty bound &c. A. Hall, Guardian Adlitem,
And afterwards towit on the 1st day of September A.D. 1842 This case came on to be heard upon the Bill and Answer of Guardian Adlitem and thereupon on motion of Mr Lawrence, Counsel for Petitioners It is ordered that said Administrators proceed according to Law, to sell the real estate in said Petition described Subject to the Dower estate of said Widow upon the following terms towit One third Cash in hand, one third in six months &. the residue in one year, with interest from the day of Sale, to be secured by Mortgage to the Satisfaction of said Administrators And it is further ordered that the said Administrators make return of their proceedings in the premises to the next Term of this Court to which time this Cause is continued. And afterwards, to wit on the 8th day of November A.D. 1842. This case came on to be heard upon the Bill and, answer of infants defendants by Guardian and was argued by Counsel, and upon Consideration whereof and on motion of Mr. Lawrence, Counsel for Petitioners Ordered that said Cynthia Winget be endowed of one equal third part, of the lands in said Petition discribed and it is further ordered that a writ issue to the Petitioners commanding them that by the oaths of Norman Chipman Robson J. Broome and Adam Wolford, three judicious disinterested freeholders, of the vicinity who are not of Kin to either of said parties they cause such Dower to be assigned and sett off to the said Cynthia according to the Statute in such cases made and provided and further that they appraise said

premises subject to said Dower so assigned and make
report thereof to this Court, Which said Writ of Partition issued
on the 9th day of November A.D. 1842, in the words and figures
following towit The State of Ohio Union County ss. To the Sheriff
Cyprian Lee v. Otway Curry Administrator of the estate of
Calvin Winget dec'd. Recommand you that without delay
by the Oaths of Norman Chipman Robson L. Broome, & Adam
Wolford three judicious disinterested men of the vicinity who
are not of Kin to either of the Parties interested you cause to be
sett off and assigned to Cynthia Winget of said Widow of
Calvin Winget, late of said County deceased, one equal full third
part of the following Real estate situate in Marysville in
said County towit Lot No 46. in pursuance of an order lately
made, in our said Court of Common Pleas, within and for the
the said County of Union in a certain Petition for Sale, and
Dower wherein the said Cyprian Lee and Otway Curry are Peti
=tioners and Cynthia Winget et al are Defendants and that your
proceedings in the premises, you distinctly Certify under your
hand to our said Court, forthwith and have you then there this
writ Witness John Cassil Clerk of said Court this 9th day of Nov.
A.D. 1842 John Cassil Clerk p.t., Which said Writ was returned
on the 10th day of November, A.D. 1842, In Obedience Endorsed
by the said, Comonissioners in the words and figures following,
towit, In Obedience to the within order we having been first duly=
Sworn in Open Court, upon Actual view of the Premises do find
that dower by metes and bounds, in the premises cannot be as=
signed and especially endow the said Widow in the sum of
Twenty dollars of rents, profits, yearly and every year at the
expiration thereof to be paid during her natural life and we
do further estimate the value of said premises subject to the
Dower aforesaid at Nine hundred dollars dated this 10th day
of November A.D. 1842. Robson L. Broome, N. Chipman
Adam Wolford, And afterwards towit on the 11th day of November
A.D. 1842, On motion to the Court by Wm. C. Lawrence, counsel for
Petitioner it is ordered that the order of Sale taken in this case, at
the August Term of this Court, for the year 1842, be and the same,
is hereby set aside as irregular and defective, And afterwards
to wit on the 11th day of November 1842. On motion to the Court
by Wm. C. Lawrence, Counsel for Petitioners and upon providing
the assignment of Dower and appraisment, herein made by
Adam Wolford Robson L Broome and Norman Chipman
under a former order of this Court it is ordered that said
Administrators proceed according to law. to sell the real
estate in said Petition described subject to the Dower estate
of the said Cynthia Winget and upon the following
terms to wit one third Cash in hand and one third in
One year from the sale and the Ballance in two years
to be secured to the satisfaction of the Administrators
and it is further ordered that they make return of the
Proceedings to the next Term of this Court,

And afterwards to wit on the 18th day of April AD 1843. said Administrators filed their report in the words and figures following towit Cyprian See & Otway Curry Admrs. of C. Winget decd. v. Cynthia Winget et al. In persuance of an order made in this case at November Term AD 1842. we gave notice by advertisement inserted four weeks successively prior to the 25th day of March 1843. in the Union Gazette, a News Paper published in the County of Union that on the said 25th day of March 1843 we would offer for Sale the real estate in the Petition in this case, described and on the said 25th day of March 1843. at the Court House Door in the Town of Marysville in said County we proceeded in accordance, with said order and said Advertisement to offer said real estate for sale but found no bidders Cyprian See, Otway Curry Admr of C. Winget decd April 17th 1843. And afterwards towit on the 18th day of April AD 1843. This cause was continued under former order, And afterwards towit on the 5th day of July AD 1843. The said Administrators filed here in their report at that time in these words, Cyprian See & Otway Curry Admrs of C. Winget decd - v Cynthia Winget et al, In persuance of an order made in this case at November Term AD 1842 we gave notice by Advertisement inserted four weeks successively, prior to the 1st day of July 1843 in the Union Journal, a News Paper published in the County of Union, that on the said 1st day of July 1843 we would offer for sale the real estate in the Petition in this case described and on the 1st day of July 1843 at the Door of the Court, House in the Town of Marysville in said County we proceeded in accordance with said order and said Advertisement to offer said real estate for sale but found no bidders Cyprian See Otway Curry Admr of Calvin Winget decd And afterwards to wit on the 5th day of July AD 1843. This cause was continued under former order, And afterwards towit on the 14th day of October AD 1843. The said administrators reported in these words and figures following big: Cyprian See & Otway Curry Admrs of C. Winget decd v Cynthia Winget et al In persuance of an order made in this case at November term AD 1842, we gave notice by advertisement inserted four weeks successively prior, to the 14th day of Oct 1843 in the Union Journal a News Paper Published in the County of Union, that on said 14th day of October 1843. we would offer for Sale the real estate in the Petition in this case described and on the 14th day of Oct 1843 at the Door of the Court House in the Town of Marysville in said County we proceeded in accordance with said order and advertisement to offer said real estate for Sale but found no bidders Oct 14th 1843. Cyprian See Otway Curry Admr of C. Winget decd

And afterwards towit on the 18th day of October AD 1843 This cause was continued under former order. And afterwards towit on the 12th day of April AD 1844 Said Administrators filed herein their report in these words and figures. In pursuance of an order made in this cause at November Term AD 1842, we gave notice by advertisement inserted four weeks successively prior to the 23d day of March 1844. in Union Gazette a News Paper Published in the County of Union that on said 23d day of March 1844. we would offer for Sale the real estate in the Petition in this case described and on the 23d day of March 1844. at the Court House in the Town of Marysville in said County we proceeded in accordance with said order and advertisement, to offer said real estate for sale but found no bidders April 12. 1844. Cyprian See & Otway Curry Admrs of C Winget decd And afterwards towit on the 16th day of April AD 1844. This Cause was Continued under former order, And afterwards towit on the 29th day of June AD 1844, notice was given in the Argus a News Paper published in the County of Union, that on the said 29th day of June, 1844 we would offer for Sale the real estate in the Petition in this case described on the 29th day of June 1844 the real estate was offered at the door of the Court House but no Sale for want of Bidders Le See & Otway Curry Admrs of Calvin C Winget decd And afterwards to wit on the 2nd day of Oct. AD 1844, In this case it appearing to the Satisfaction of the Court that the Administrators have twice offered the premises in the Petition described do order that the apporaisment heretofore made be set aside and that the said premises be reapporaised by the oath of Levi Phelps John Johnson and James Turner and that they make return forthwith to this Court, Subject to the Widows dower estate in the premises of Twenty dollars per Annum, Who thereupon on the 3d day of October AD 1844. made report in these words and figures to wit We the Subscribers being duly Sworn have proceeded to view and appraise the Premises set forth in the above order and respectfully report that we have apporaised the premises as aforesaid Subject to the widows dower to Five hundred dollars Given under our hands this 3d day of October 1844. Levi Phelps James Turner John Johnson. And afterwards towit on the 3d day of October AD 1844. The appraisment ordered at this Term by return made it is therefore ordered that the Admrs proceed to sell as heretofore but by the reappraisment now made, And afterwards towit on the 12th day of April 1845. The said Administrators made report in this case in the words and figures following towit Cyprian See & Otway Curry Administrators of Calvin Winget decd vs Cynthia Winget et al. In pursuance of an order in this case made at November Term

1842. We gave notice by advertisement inserted four weeks successively prior to the 12th day of April 1845. in the Argus a newspaper published in Union County that on the 12th day of April 1845. we would offer for Sale the real Estate in the Petition in this case, described and on the 12th day of April 1845. at the Door of the Court House in the Town of Marysville in Said County we proceeded in accordance with Said order and Said Advertisement to offer Said real Estate for Sale Subject to the Dower of the Said Cynthia Winget as hereinbefore assigned and John Cassil being the highest bidder and accordingly it was Struck off to Said John Cassil for Five hundred Twenty Six dollars and Twenty five cents April 12th 1845. Cyprian See Otway Curry Administrators of Calvin Winget decd

And afterwards to wit on the 30th day of May 1845. On Motion to the Court by Mr Lawrence Counsel for the petitioners and upon producing the return of the proceedings and Sale made by the 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 therefore Ordered that the Same be and hereby is approved and Confirmed and that the said Petitioners execute and deliver to said Purchaser, a Deed in fee simple for the real estate so by them Sold as aforesaid Attest John Cassil Clerk,

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John McDonald v. Nancy Howard Admr of Wm Howard. vs. David Witter

Pleas before his honor Joseph R. Swan Esqr President, Silas G. Strong, James R. Smith & Christian Myers his associates Judges at a Court of Common Pleas, Began and held at the Court House in the Town of Marysville within & for the County of Union and State of Ohio on the Twenty Eight day of May in the year of Our Lord, One thousand Eight hundred & Forty Five, Be it remembered that heretofore to wit on the 18th day of April A.D. 1843 The Defendant, filed herein the following Transcript which reads in the words and figures following to wit

John McDonald &
Nancy Howard
Admr of Wm Howard decd

David Witter
Plaintiffs Costs
Justice fees
Summons 12½

Suit brot on account Demand $90.00. Bill of Particulars filed by Plaintiff, and summons issued for the appearance of the Defendant on 25th 1843 at 11 Oclock AM. Service Acknowledged by defendant on the 25. day of January 1843..

Satisfaction .10
2 Subpenas .25
Swearing 6 Wits 24
Judgement .25
Const Cost 40.
6 Witnesses 3.00
4 Do 16
Additional mileage
Total 4.48

Defendants Costs
Subpoenas .25
Swearing Wits 16
4 Witnesses 2.00
Bail Bond .25
Transcript .31
Total 2.96

Upon acknowledgment of the Sum of One dollar and ninety Cents, my Goods and Chattels Lands and Tenements to be levied and made to pay the Debt and Damages aforesaid, and Signed and Sealed the same day and year aforesaid. State of Ohio Union County ss. I do hereby certify that the foregoing Instrument was acknowledged before me and in my presence signed and Sealed by the above named Cyprian See Otway Curry Administrators of Calvin Winget decd for the purposes therein mentioned and set forth. Witness my hand and Seal this 2d day of May 1845. Interest to May 2d 1845 .. And afterwards to wit on the 30th day of May 1845. the Plaintiff by his Attorney filed his Declaration in the words and figures following to wit Ohio Union ss. In the Court of Common Pleas May Term 1845. John McDonald late of the County aforesaid Administrator of the Assumpsit of William Howard late of the County aforesaid deceased was attached to answer unto Nancy Howard Administratrix of the Assumpsit of William Howard late of the County aforesaid deceased of a plea of the Plaintiff for the Plaintiff complains that the Defendant on the day of the date of the Writ aforesaid by his Note in writing by him made and delivered to the Plaintiff as Administratrix aforesaid and now in Court to be produced promised to pay to the Plaintiff as Administratrix aforesaid the Sum of Ninety dollars on demand and although the Defendant afterwards to wit on the day of the date of the Writ aforesaid was requested by the Plaintiff as Administratrix aforesaid to pay the Sum of Ninety dollars in the Note aforesaid mentioned yet the Defendant hath not paid the same but hath refused and still refuses to pay the same to the damage of the Plaintiff as Administratrix aforesaid of One

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Subpoenas. 24
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4 Witnesses 2.00
Bail Bond. 25.
Transcript 31
Total 2.96

January 25. 1843. 11 Oclock A.M. The Parties appeared the Plaintiff demanded a Bill of Particulars of the Defendant which was filed, Trial had. Wm B Irwin Sumner Payne, John Reid 3d. and David Burnham Anson Howard & Jacob Barthemore Sworn and Examined as witnesses for the Plaintiff & Cornelius Vannees Matthew Gooding Elijah W. Bassett & Joshua Witter Sworn and Examined as Witnesses for the Defendant, defened for one week. Febr. 1st 1843. 11 Oclock AM, It is thereupon considered by me the said Plaintiff recover as administrators, of said Defendant the Sum of Eighty Seven dollars and Ninety two cents and costs taxed at Seven dollars and fourteen cents, In the action of John McDonald & Nancy Howard Administrators of Wm Howard decs° against David Witter, I Benjamin Dyson acknowledge myself bail for the appellant in the Sum of One hundred Eighty three dollars to be levied of my Goods and Chattles lands and tenements in case the appellant shall be condemned, in this action, and shall fail to pay the Condemnation money and costs that have accrued and may accrue in the court of Common Pleas, Taken Signed and Acknowledged on this 11th day of February in the year 1843. before me Elias Topliff J. P.— Benj: Dyson. State of Ohio Union County ss, I do hereby Certify the foregoing to be a true transcript of the proceedings by and before me in the within named case, Given under my hand. and Seal this 15th day of April 1843. Elias Topliff J.P. Seal
And the said Bill of Particulars refered to in said Transcript reads as follows, viz, David Witter Dr. To administration of Wm Howard, Amount Overpaid May 2d 1839. $71.78. Interest to May 2d 1842 is $4.30 p year Making $12.92 from May 2d 42 to January 2d 43. 8 months $2.87. Total Amount $87.57.
And afterwards towit on the 28th day of June 1843. came the Plaintiff. by W. B. Lawrence, his Atty. and filed here in his Narration in the Words and figures following towit, The State of Ohio Union County ss, Union Common Pleas, For April Term 1843. John McDonald and Nancy Howard Administrators of Wm Howard. late of this County decsd. Complain of David Witter in a plea of Assumpsit for that whereas the said Defendant, on the 2nd. day of May 1839. at the County aforesaid was indebted to the Plaintiffs intestate in the sum of One hundred dollars for the Price and value of goods before that time Sold and delivered by the Plaintiffs intestate, to the defendant and at his request, and in the sum of One hundred dollars for the money lent by the Plaintiffs intestate to the Defendants at his request, And in the sum of One hundred dollars for money then and there paid by the Plaintiff for the use of Defendant at his request And in the sum of One hundred dollars for money then and there received

by the Defendant, for the use of the Plaintiffs intestate, And afterwards towit 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 to the Plaintiffs intestate on request yet he has disregarded his promises and has not paid the said Several Sums of money nor any part thereof to the said Plaintiffs intestate in his life time nor to his said Administrators since, And also for that whereas the Deft on the 1st day of January 1843. at the County aforesaid was indebted to the Plaintiffs intestate in the Sum of One hundred dollars for the Price and value of goods, before that time sold and delivered to the Defendant by the said William Howard, in his life time at his Defts request, And in the Sum of One hundred dollars, for the money rec'd by the Defendant for the use of said intestate at his request and in the Sum of One hundred dollars for money found to be due, on an account then and there stated between the said Plaintiffs and Defts, and whereas the Deft afterwards towit on the 2nd day of January 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 request yet the said Deft has disregarded his said promises and has not paid the said Several Sums of money, nor either of them nor any part thereof nor to the intestate in his life time to the Damage of the Plaintiff as such Administrator One hundred dollars, and therefore they bring suit &c. By W.L. Lawrence, their attorney, And afterwards towit on the 5th day of July A.D. 1843. This cause was Continued And afterwards towit on the 31st day of August A.D. 1843. came the Defendant by P.B. Cole his attorney and filed here in his Plea in the words and figures following towit David Witter adm, John McDonald, & Nancy McDonald, Admrs. of W.m Howard, dec'd In Union Com.n Pleas, And the said David Witter comes and defends &c. & Says, that he did not assume and promise in manner & form as the said Plaintiffs have declared against him in the several counts of the said declaration and of this he puts himself upon the County & the said Plaintiff doth the like By P.B. Cole atty for Defet, The Plaintiff will also take notice that the Defendant on the trial of this cause, will give in evidence and insist that the Plaintiffs as such Admrs, at the commencement of this suit, was, and still is indebted to the Defendant in the sum of One hundred dollars for the price and value of Goods, before that time bargained and sold, by the Deft, to the Plaintiff intestate at his request And also in the sum of One hundred dollars for the price & value of goods before that time sold

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and delivered by the Defendants to the Plaintiffs at his request and also in the sum of One hundred dollars for money found to be due the Defendant on an account Stated then and there between them and that the Defendant will Sett off on said trial, so much of said Several Sums of money so due and arising from the said Plffs to the said Defendants against any demand of them the said Plaintiffs to be proved on the said trial as will be Sufficient to Satisfy and discharge said demand if any such exist and will also then and there demand a Judgement against said Plaintiffs for the value of said Several Sums of money, due to the said Defendant according to the forms of the Statute in such cases made and provided P. B. Cole atty for Deft. And afterwards towit on the 18th day of October A.D 1839. This Cause was continued, And afterwards towit on the 18th day of April 1844, This Case was continued, at the cost of Defendant for the Costs of this Term And it is further ordered, that Defendant pay the cost of Term within thirty days from the rising of this Court and in Default that Execution issue therefor. And afterwards to wit on the 1st day of October 1844. This Cause was Continued And afterwards to wit on this Now on this day towit the Twenty Eighth day of May in the year of Our Lord One thousand Eight hundred and Forty five came the Parties by their attornies and Submit this cause to the Court upon the issue Joined between the Parties and upon hearing the proofs and allegations of the Parties the court do find that the Defendant did assume and promise in manner and form as the said Plaintiffs have declared against him and they assess the damages of the said Plaintiffs as such Adms, by reason thereof to Seventy two dollars and Ninety nine Cents, and the court do further find that the Defendant, failed to make proof. of any of items in his bill of offsett contained, therefore it is considered by the Court that the said Plaintiffs recover of the Defendants the said Sums of Seventy two dollars 99/100 his damages so as aforesaid assessed and als. their costs in this behalf expended taxed at dollar Cents, Bill of Exceptions taken by defts, signed, and made part of these proceedings,

$1.62 Attest John Cassil clk

if the said Blue ought to have his said action against him &c, By C. W. Ballow his atty, And afterwards to wit on the 1st day of October A.D. 1844 This cause was Continued And afterwards towit on the 27. day of May A.D. 1845. Came the said John W. Blue, by Cole his atty & filed herein his Replication in the words and figures following towit John W. Blue v. James W. Evans. In Replevin And the said John W Blue says that he by reason of any thing by the said James W. Evans in his plea alledged, ought not to be barred from having his damages aforesaid Action against the said James W. Evans because he says that the time of the wrongful detaining the goods & Chattels in the declaration mentioned, the property in, and right, of Possession to said goods and chattels were in the said John W. Blue, and were not in the said James W. Evans, in manner and form as the said James W. Evans hath alledged and this he prays may be enquired of by the Country By. P.B Cole his atty And afterwards towit on the day and year last aforesaid this cause was Continued And afterwards towit on this day towit the day and year first herein before mentioned This Cause came on to be heard, and neither party requiring a Jury it was submitted to the Court for inquiry and the court being fully advised in the premises do find that the right of Possession to the property in the Plaintiffs declaration mentioned was in the Plaintiff Whereupon the Court do assess the damages of the Plaintiff by reason of the unlawful detention to one cent, Therefore it is considered that the Plaintiff recover of the Defendant, said Sum of One cent &c as aforesaid assessed, together with the Costs herein expended taxed to.

$1.34 Attest John Cassil Clerk.

Lawrence J. Gill
Admr. of Ira Wood
vs.
Margaret Wood et al.

Pleas before his Honor Joseph R. Swan Esqr. President, Silas C. Strong James R. Smith & Christian Myers 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 August in the year of our Lord. One Thousand Eight hundred and Forty Five

Be it remembered that heretofore towit on the 29th day of April A.D. 1842, Lawrence J. Gill Administrators of Ira Wood deceased filed herein, their Petition, to sell Land, which reads in the words and figures following towit "To the Honorable Court, The undersigned

Administrators of Ira Wood decs[d] represents that in Settling up up the Books of deceased, and collecting debts of said Estate it is found that the liabilities of the Estate amount to,
That there is in the Hands of the Admrs to pay the same from all Sources That the Debts of said Estate cannot be discharged without the Sale of the following real Estate of which the said intestate died seized towit Part of Survey N°3351. Beginning at a Stake witnessed by a small Hickory sapling the North east corner to a lot conveyed to Adam Wolford thence with his line E. with the course of the Needle 54 poles to a Stake witnessed by 2 hyprns, & an Ash in the original East line of said Survey thence with said original line N. 10°30" W. 76 poles to a Stake in the centre of the Delaware Road, thence with said Road, S. 64 E. 44 poles to a Stake and from the Beginning North and with the course of the needle to the same Stake in the centre of said Road, containing Nineteen and one fourth acres more or less, xxxx.
In Said Wa. to & xxx Twp Lawrence of Marysville, said intestate left Margaret Woods his widow & Cynthia Wood, John W. Wood, Andrew J. Wood, Silas Wood, & Harvey S. Wood, all minors his Heirs. They Pray that said Widow and heirs may be made defendants to this Bill. and that on final hearing your Honor would order the said lot of land to be sold that the business of settling said estate may be closed, & they will ever pray &c,
Wm B. Lawrence & James H. Gill in Proper Persons,
And afterwards to wit on the 29th day of April AD 1842, a writ of Subpoena was issued, Which said Writ, together with the return of the Sheriff thereon, reads in the words and figures following towit. The State of Ohio Union County ss. To the Coroner of said County Greeting We Command you to Summon. Margaret Wood Widow, Cynthia Wood, John H. Wood, Andrew J Wood, Silas Wood & Harvey S. Wood, to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County forthwith to answer the matters and Charges contained in a Petition in Chancery exhibited against them by Wm B. Lawrence & James H. Gill 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 said Court at the Court House in Marysville this 29th day of April AD 1842. James H. Gill Clerk, Served the within by copy April 30th 1842, J. F. Woods Coroner, And afterwards towit on the 29th day of April AD 1842, On Motion of Petitioners Ordered that A Hall be appointed Guardian Ad litem for the infant Defendants to said Petition and thereupon said Hall appeared accepted said appointment and this Cause is Continued And afterwards towit on the 30th day of August AD 1842 Came the said A Hall Guardian Ad litem and filed herein his Answer in the words and figures following towit To the Honorable the Court of Common Pleas in Answering to the Bill of Complaint of Wm B. Lawrence & James H. Gill Admrs of Ira Wood decsd We Cynthia Wood, John, Andrew, &c.

Harvey D. & Silas Wood. Say that we know nothing of the merits of the matters and things, and beg of the Court to protect their interest in the premises and as in duty bound they will ever pray, &c, &c. A Hall Guardian Ad liten And afterwards towit on the day and year last aforesaid Wm L. Lawrence & James H. Gill Administrators of the Estate of Ira Wood decsd having resigned the Administration of said Estate, On Motion ordered that letters of Administration on the unadministered portion of said estate be granted to Margaret Wood widow and Cyprian Lee, who thereupon appeared accepted said appointment and gave bond with Williams Richey & Levi Phelps their security in the sum of Eight hundred dollars with conditions according to law And afterwards towit on the 1st day of September A.D. 1842, came the Petitioners and made themselves party Petitioners in place of Lawrence & Gill resigned and thereupon on motion to the Court by Mr Lawrence Counsel for the Petitioners It is ordered that said Petitioners proceed according to Law to sell the real estate in said Petition described upon the following terms towit One third Cash in hands and one third in six months and the remaining third in one year with interest from day of sale and deferred payments to be secured to the satisfaction of said Administrators and it is further ordered that the said Administrators make return of their proceedings to the next term of this Court and this cause is continued, And afterwards towit on the 10th day of November A.D. 1842, On Motion it is ordered that the order of Sale of the premises in the Petition described made at a former term of this Court be vacated, And it is further ordered by the Court that the said Administrators proceed according to law, and by the Oaths of Norman Chipman Adam Wolford and Wm H. Frank Three judicious disinterested freeholders of the vicinity and of Kin to neither party assign to Margaret Woods her Dower estate in the premises and appraise said land, upon actual view and make return of their proceedings therein to this Court forthwith And afterwards towit on the 11th day of Nov. 1842. Said Commissioners reported in these words and figures viz: I. the Court of Common Pleas of Union County In Obedience to the within order we, having first been duly sworn in open Court upon actual view of the premises do (assign as dower to the Widow six acres on a parallel with the West line), and estimate the just value of said Real estate at ten dollars pr Acre Subject to such Dower, in all the sum of One hundred Ninety two dollars 50/100 Dated this 11th day of November A.D. 1842 N. Chipman, Adam. Wolford, Wm H. Frank Appraisors And afterwards towit on the 11th day of November A.D. 1842 On Motion to the Court by Wm L. Lawrence Counsel for Petitioners and upon producing

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the appraisment heretofre made, by Norman Chipman Adam Wolford & Wm H. Franks, under the order of this Court it is ordered that the said Administrators proceed according to law to sell the real estate in said Petition described subject to the Widow Margaret Woods Dower estate and upon the following terms towit one third Cash in hand, & one third in one year, from the sale, and the ballance in two years from Sale, with security for the payments according to law and it is further ordered, that they make return of their proceedings to the next Term of this Court, And afterwards towit on the 18th day of April 1843. The said Administrators made their report herein in the words and figures following to wit. In pursuance of an Order made in this Case at Nov. Term A.D. 1843 we gave notice by Advertisement inserted four weeks consecutively prior to the 25th day of March 1843. in the Union Gazette a Newspaper Published in the County of Union that on the said 25th day of March 1843 we would offer for Sale the real estate in the Petition described & on the 25th day of March 1843. at the Door of the Court House in the Town of Marysville in said County we proceeded in Accordance with said order and said Advertisement to offer said real estate for Sale but found no bidders Cyprian Lee Margaret Woods Admr of Ira Wood decd. And afterwards towit on the 18th day of April A.D. 1843. This cause was Continued under former order, And afterwards towit on the 5th day of July A.D. 1843 Said Administrators returned to this Court their report in these words & figures towit "In pursuance of an order made in this Case at Nov. Term A.D. 1842, we gave notice by Advertisement inserted four weeks consecutively prior to the 1st day of July 1843 in the Union Journal, a News Paper published in the County of Union, that on the said 1st day of July 1843 we would offer for Sale the real estate in the Petition in this Case described and on the 1st day of July 1843 at the Door of the Court House in the Town of Marysville in said County of Union we proceeded in accordance with said order and said Advertisement to offer said real estate for sale but found no bidders, Cyprian Lee Margaret Wood Admr of Ira Wood decd. And afterwards towit on the 5th day of July A.D. 1843. This Cause was Continued under former Order And the said Administrators on the 18th day of October 1843. filed herein their report in the words and figures following towit In pursuance of an order made in this Case at November Term A.D. 1842, we gave notice by advertisement inserted four weeks successively prior to the 14th day of October 1843. in the Union Journal a news paper published in the County of Union that on the said 14th day of October 1843 we would offer for sale the real estate in the Petition in this case described and on the 14th day of October 1843. at the Door of the Court House in the Town of Marysville in said county we proceeded in Accordance with said order and said Advertisement to offer said real estate for sale, but found no bidders Cyprian Lee & Margaret Wood Administrators of Ira Wood decd.

And afterwards Court on the 18th day of October 1843.
This Cause was Continued under former order, And afterwards to wit on the 17 day of April 1844. This Cause was Continued under former order, And afterwards towit on the 2d day of October A.D 1844, In this Cause leave is Granted Petitioners to Amend their Petition which is done and thereupon on Motion P.B Cole is appointed Guardian Ad litem for the infant defendants who thereupon appeared and accepted said Appointment and the Court do further order and decree, that the order of Sale heretofore made in this Cause be set aside and vacated, Which said Amended Bill reads in the Words and figures following towit, "To the Honorable Court The undersigned Admrs of the Estate of Ira Wood decd represent that in settling up the Books of deceased and Collecting debts of said estate it is found that the liabilities of said estate amount to
That there is in the hands of the Administrators to pay the same from all Sources,
That the Debts of said estate cannot be discharged without the Sale of the following real estate of which the said intestate died Seized of viz Part of Survey No 3351. Beginning at a Stake witnessed by a Small hickory Sapling the north east corner to a lot conveyed to Adam Wolford thence with his line E. with the Course of the needle 54 poles to a Stake witnessed by 2 lynns and an Ash in the Original East line of said Survey thence with said Original line N 10° 30' W. 76 poles to a Stake in the Centre of the Delaware road, thence with said road S. 64 E. 44 poles to a Stake and from the Beginning North and with the Course of the needle to the same Stake in the centre of said road, containing Nineteen and one fourth acres more or less also In lot No. 70. in the Town of Mansville said intestate left Margaret Wood his widow & Cynthia Wood, John A. Wood, Andrew J. Wood, Silas Wood, & Harvey S. Wood, all minors his heirs, That They pray that said Widow and heirs may be made defendants to this Bill, and that on final hearing your honors, would order, the said lot & Lands to be sold, that the business of settling said estate may be Closed, and they will ever pray &c, Seymour See J. Margaret Wood Administratrix of Ira Wood decd
And afterwards towit on the day and year last aforesaid P.B Cole Guardian Ad litem filed herein his Answer in the Words and figures following towit, "The Answer of the Minor defendants to the amended Bill for the Sale of Realty by the Administrators of Ira Wood decd These Defendants now comes and file their further Answer to Bill of Complainants and say that they cannot gainsay any of the Allegations in the said Bill

contained and Submit their case to the sound discretion of the Court. John Wood, Dero Wood, Wilas Wood & Harvey Wood by P.F.B. Cole their Guardian Ad litum And afterwards Court on the same day and year to wit the 3d day of October 1844. This case came on to be heard, upon the Bill of Petitiner the Answer of Defendants and the relinquishment of the widow of her Dower, estate in the lands and Choosing to take the same for both in the Town lot and the Court being fully Advised in the premises do find that a Sale of the part of the realty is necessary to complete the payment of the Debts due against said estate It is therefore ordered that the Sheriff of the County by the Oaths of Joh Johnson Rowland Lee & Jacob Bowser assign Dower in the premises described in the said Bill, and that They appraise the lands exclusive of the Town lot free from and Clear of all right or claim of Dower, on the part of said Widow and that they make return to this Court forthwith. Which said Report was made on the 3d day of October A.D 1844 in these words & figures viz (We, the Subscribers having been first duly Sworn, proceeded To view the within described land, do appraise the same free of all incumberances, at 13 dollars per Acre, amounting to two hundred and fifty dollars and twenty cents and also to view and Set off the Widows right of Dower, in the land and Town lot No 70. and do assign her the South West Corner of said lot bounding on Main Street Thirty Six feet and on South Street Forty Six feet with the improvements thereon and do appraise the ballance of said lot at two hundred and fifty dollars. Given under our hands this 3d day of October A.D 1844 Joh Johnson Rowland Lee Jacob Bowser, And the said Relinquishment of the Widow to her Dower in the land Reads in these words towit "To the Honorable Court of Common Pleas when in Session The undersigned Widow and Relic of Ira Wood, late of this County deceased deceased hereby relinquishes her right of Dower in the Real estate now seeking to be sold, for the payment of the Debts of said estate so far as the land is concerned, being Convinced that it cannot be sold without loss. Subject to Dower And I will retain my right of Dower, to the extent of said lot or parcel of land in the Town of Marysville in addition to my legal right therein Given under my hand and Seal Margaret Wood. Seal, Attest W. B. Malin and afterwards towit on the 3d day of October A.D 1844 On Motion to the Court by Mr Lawrence Counsel for the Petitioners and upon producing the assignment of of Dower and appraisment here in made by John Johnson Rowland Lee and Jacob Bowser, under a former order of this Court It is ordered that the said Administrator proceed Accordig to law to sell the lands, excepting so much as covered by Dower, described in said Petition free from and Clear of all right or Claim of Dower. on the part of said Widow and upon the following terms, One third Cash in hand One

third in one year and the residue in two year with inter=est, from the day of sale, to be secured by mortgage on the premises and it is further ordered, that the said Administrators make return of their proceedings in the premises to the next term of this Court, And afterwards towit on the 5th day of April AD 1845. the said Administrators Reported in these words towit- In pursuance of an Order made in this case, at October Term 1844, we gave notice by Advertisement, inserted four weeks con=secutively prior to the 5th day of April 1845, in the Argus a News Paper published in the County of Union that on the 5th day of April 1845, we would offer for Sale the real estate in the Petition described and on the 5th day of April 1845, at the Door of the Court House in the Town of Mansville in said County we proceeded in accordance with said Order & Advertisement to offer said real estate for sale but found no Bidders by prian See Margaret Wood Administratrix of Ira Wood decd. And afterwards towit on the 28th day of May AD 1845. This Cause was Contin=ued under former Order, And Afterwards towit on the 19th day of August AD. 1845. The said administrators filed herein their report in the words and figures following towit In Obedience to the within order we make return to the Court that we proceeded to sell by Advertising the property described in said order, as shown by the affida=vit and Notice hereto attached, and that after notice of more than Thirty days as required by law on the 19th day of August, 1845, at the Door of the Court House between the legal hours we proceeded to sell by public Outcry and sold so much of the lot No 70 as lies north of the North end of the House thereon and by a line running East and West, thereacross the lot for the sum of One hundred and Sixty Six dollars and Sixty Seven Cents to Rodney Picket he being the highest and best bidder and bidding more than two thirds the appraisement therefor, seemed as required, And also the land containing Nineteen and one fourth Acres more or less, was at the same time and place and in like manner sold to Robson L. Broome, for the sum of eight dollars and Sixty Seven Cents pr Acre he being the highest and best bidder and bidding more than two thirds the appraisement as afore said and returned seemed in like manner all of Which is respectfully Submitted by prian See Marga=ret Wood Administrators of Ira Wood decd. And, afterwards towit Now on this day towit the 19th day of August AD 1845. The Court having this day exam=ined the proceedings of the Administrator and the Sales by him made upon the order issued in this Case, And being Satisfied that said Sale has in all respects been made in Conformity to the pro.

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vision of the Statute in such cases made and provided do order the Clerk to make an Entry on the Journal, that the Court are Satisfied of the legality of said Sale and that he also enter an Order on said Administrators to make to the purchasers a Deed for the Lands and tenements so sold all of which is entered accordingly.

$3.20 Attest John Cassil Clerk.

William Lippincott
vs.
David Noble
Wm Stewart and,
John Owens.

Plea before his Honor V. R Swan Esqr. President. Silas G. Strong James R. Smith & Christian Myers 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 August. in the year of our Lord One thousand eight hundred and Forty five, Be it remembered that heretofore to wit on the 2nd day of January A.D 1844. Wm Lippincott by R. Thomas his atty. filed in said Court his Bill in Chancery, which said Bill reads in the words and figures following to wit "To the Honorable Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting. William Lippincott of the City of Pittsburg and State of Pennsylvania represents that one David Noble of the same City and State for a valuable consideration him thereunto moving executed & delivered to one Wm Stewart of Allegany County Pennsylvania his three bonds or obligations under his hands and seals bearing date the 9th day of January A.D 1839. whereby the said David Noble bound himself unto the said William Stewart, in the sum of Eight thousand dollars conditioned for the payment of the sum of Four thousand two hundred dollars in manner following to wit Fourteen hundred dollars with interest on the 9th day of January A.D 1840., the sum of Fourteen hundred dollars with interest on the 9th day of January A.D 1841. and the sum of Fourteen hundred dollars on the 9th day of January A.D 1842, with interest your Orator further represents that the said David Noble was seized in fee simple of a certain tract of land situate in the County of Union and State of Ohio and described as follows to wit, "The balance of Survey No Ten thousand Four hundred and Eight No 10408, containing Eight hundred and forty acres more or less, One hundred and Sixty acres of said Survey having been conveyed by Adam Harp & wife to Moses February 17. 1835. the whole of said Survey is bounded and described as follows to wit, Beginning at two lynns and a Beech, North West corner, to John Swans Survey No. 9920. and South East corner to Edward Smiths and others Survey No 9940. thence with their line N 13° W. 400 poles crossing a Branch twice to the North East corner of said Survey

thence N. 78 E. 400 poles to the South West corner of James Taylors Survey N° 9963. thence S. 12 E. 400 poles to the North East Corner of Swans said Survey thence with his line S. 78 W. 400 poles to the beginning containing one thousand acres of land, a copy of said Deed from said Hays and wife to Robert R. Moss is herewith filed and made a part of this Bill marked A. your Orator further represents that the said David Noble in order to secure the payment of the said Bonds and to secure the fulfilment of the conditions there=to attached, to the said William Stewart, did on or about the 9th day of January A.D 1839. by his Deed duly executed and of that date convey the above described premises to the said William Stewart his heirs or assigns in fee simple but subject nevertheless to a condition of defeasance on the payment of the said Bonds or the fulfilment of the Conditions there to attached and your Orator further represents that on or about the 8. day of October A.D 1839. the said W Stewart for a valuable consideration unto him paid by one John Owens of the City of Pittsburg and State of Pennsylvania execu=ted to the said John Owens an assignment of all his right title and interest in and to the said Mortgage Deed and the Bonds secured thereby; and that on or about the 17 day of November, A.D 1842, and the 8. day of August 1843, the said John Owens, for a valuable consideration paid unto him by your Orator assigned all his right title and interest in and to the said Mortgage Deed and the Bonds secured thereby unto your Orator and that your Orator is now the sole owner of the said Mortgage Deed and the Bonds secured thereby all of which will more fully appear from the Mortgage Deed and bonds copies of which are herewith filed and made a part of this Bill Marked B. C, D. E. your orator further represents that neither the said sum of Eight thousand dollars or any part thereof that neither the said sum of Four thousand and Two hun dred dollars or any part thereof was paid to the said W Stewart or John Owens or to your Orator at the time limited in that behalf whereby the legal estate in said premises became vested in your Orator redeemable never the less in equity on payment of the principal and interest due and to become due thereon that the said sum of Four thousand and two hundred dollars Principal and a large arrear of interest thereon being due he applied to the said David Noble and requested him to pay the same to your Orator which he has hitherto wholly neglected and refused to do your Orator further represents that the said David Noble W Stewart and John Owens are all of them now residents of the State of Ohio your Orator therefore prays that the said David Noble W Stewart and John Owens may be made party defendants to this Bill that they

may be brought before this Court by legal process and compelled to answer all and Singular the premises that an account may be taken of what is due to your Orator for his principal and interest upon the said Mortgage Deed and Bonds that the said Mortgaged premises 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 W. & R. Thomas Solsts for Complainants, Exhibit Marked "A" and refered to in said Bill reads in the words and figures following Viz't — Adam Harp. Js. Deed, Robert R. Moss. This Indenture made the Seventeenth day of February in the year of our lord one thousand eight hundred and thirty five between Adam Harp and Charlotte his wife of the one part and Robert R. Moss, of the other part all of the City of Pittsburg and State of Pennsylvania Witnesseth that the said Adam Harp and Charlotte his wife for and in Consideration of the Sum of Four hundred dollars lawful money of the United States to them in hand paid by the said Robert R. Moss, at or before the ensealing or delivery here of the receipt whereof is hereby Acknowledged, have granted bar-gained Sold Aliened enfeoffed released and Confirmed and by these presents do grant bargain Sell alien enfeoffed released and confirm unto the said Robert R. Moss, his heirs and assigns all that tract or Parcel of land being part of Survey N° 10408. in Jackson Township Union County Ohio beginning at 2Sycms and a beech South corner of said Survey North west corner to John Lorrons Survey N° 9920, and South East corner to Edward Smiths Survey N° 9940 thence N 12 W. one hundred and Sixty poles with the line of said Survey thence N 78° E. Parallel to the South West line of said Survey N° 10408. One hundred and Sixty poles thence 12° E. parallel to the first line One hundred and Sixty poles thence with the South West line of said Survey N° 10408, S 78 W. One hundred and Sixty poles to the Beginning So as to make a Square of One hundred and Sixty poles on each side containing one hun-dred and Sixty Acres together with all and Singular the buildings improvements woods ways water Courses rights liberties priviledges priviledges hereditaments and appurte-nances whatsoever thereunto belonging or in any wise apper-taining and the reversions and remainders rents issues and profits thereof and also all the estate right title interest prop-erty Claim and demand, whatsoever of them the said Adam Harp and Charlotte his wife in law or equity or other-wise howsoever of in and to the same To have and to hold the said described Tract or parcel of land, with the hereditt-aments and premises hereby granted or mentioned or inten-ded So to be with the appurtenances unto the said Robert R Moss, his heirs and assigns to and for the only proper use benefit and behoof of him the said Robert R Moss his heirs and assigns forever and the said Adam Harp

and Charlotte his wife doth covenant promise and agree to and with the said Robert R. Moss, his heirs & assigns by these presents that they the said Adam Hays and Charlotte his wife and their heirs the said de=scribed tract of land hereby granted with the appur=tenances unto the said Robert R. Moss his heirs and assigns against them the said Adam Hays & Charlotte his wife and their heirs and against all and every other person or persons whomsoever lawfully Claiming or to claim the same shall and will Warrant and for ever defend, by these presents. In Witness whereof the said Adam Hays and Charlotte his wife hereunto set their hands and seals the day and year above written Adam Hays. (Seal) Charlotte Hays seal, Sealed and de livered in presence of D. D. Schnebly Joseph Hays. City of Pittsburg ss Before me an Alderman of said City Personally came the above named Adam Hays and Charlotte his wife and acknowledged the above indenture to be their act and deed and desired the same might be recorded as such She the said Charlotte being examined seperate and apart from her said husband and the contents of the said Indenture being first made fully Known to her declared that she did of her free will and accord sign and seal and as her act and deed deliver the same, without any Coercion or Compul sion of her said husband. Witness the hand and seal of said Alderman the seventeenth day of February in the year of our Lord One thousand eight hundred and thirty five D. D. Schnebly Esq., Received on the date of the above indenture of and from the above named Robert R. Moss, the sum of Five hundred dollars lawful money of the United States being the Consideration Money
SS. above mentioned in full Adam Hays,, attest D. D. Schnebly. Pennsylvania Allegany County set I Henry H. Peterson Prothonotary of the Court of Common Pleas in and for the County of Allegany within the State of of Pennsylvania do hereby certify that D. Schnebly Esqr. before whom the foregoing Acknowledgement was taken was at that time and now is an Alder man of the City of Pittsburg with the Power of an Acting Justice of the Peace in and for said County duly Commissioned and Sworn to all those acts as such full faith and Credit are due and of right ought to be given throughout the United States and else where, and that the within deed is executed in the Usual form of executing Deeds in Pennsylvania given under my hand and Seal of said Court this Seventeenth day of February in the year of our Lord one thousand Eight hundred and thirty five H. H. Peterson Pr.
Filed and Recorded May 7. 1838. P B Smith Recorder

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I. James Turner Recorder of Union County Ohio do hereby certify that this is a true Copy of a Deed Recorded in Book 4 Pages 453 & 454 in the Recorders office of said County of Union Given under my hand and official seal this 15th day of December AD 1843 James Turner Recorder", — And Exhibits — Marked B. No. 1. & 2. & refered to in said Bill reads in the words and figures following towit — (Exhibit B) "This Indenture made this 9th day of January AD 1839. between David Noble of the City of Pittsburg and State of Pennsylvania of the one part and William Stewart of Pitt Township of the State aforesaid of the other part, Whereas the said Party of the 1st Part in and by his certain Bonds or obligations under his hand and Seal bearing even date herewith Stand bound unto the said William Stewart in the sum of Eight thousand dollars lawful money of the United States conditioned for the payment of Four thousand and Two hundred dollars in manner following towit Fourteen hundred dollar with interest on the 9th day of January AD 1840. The sum of Fourteen hundred dollars with interest on the 9th day of January AD 1841. and the sum of Fourteen hundred dollars with interest on the 9th day of January AD 1842. Now this indenture Witnesseth that the said Party of the first part as well for and in Consideration of the aforesaid debt or Sum of Four Thousand Two hundred dollars and for the better securing the payment of the same with interest unto the said William Stewart his Executors heirs and assigns in discharge of the recited obligations as for and in consideration of the further sum of one dollar unto David Noble in hand well and truly paid by the said William Stewart at or before the ensealing or delivery hereof, the receipt where of is hereby Acknowledged, have granted bargained Sold Aliened enfeoffed, released conveyed and Confirmed and by these presents do grant bargain sell alien enfeoffed release convey and confirm unto the said William Stewart his heirs Executors Administrators heirs or assigns forever all that certain piece of land in Jackson Township Union County, State of Ohio, the ballance of Survey No Ten thousand Four hundred and Eight (No 10408, containing eight hundred and forty acres more or less One hundred and Sixty acres of said Survey having been conveyed by the said Adam Hays and wife to Moss February 17. 1835. the whole Survey No 10408, as Patented by the United States to Nathaniel Sawyer, and Conveyed by said Sawyer, and Pamelia his wife to said Hays on the 9th of May AD 1842, as the Records of Union County Ohio will Shew, Book No 1. Pages 154. 155. & 156. is described in said Patent as Beginning at 2 lynns and a Beech North West corner to John Evans Survey No 9920. South West Corner to Edward Smith sothers Survey No 9940. thence with their line N 12 W. 400 poles crossing a Branch twice to the North east corner of said Survey thence S. 78 E. 400 poles to the South East Corner to James Taylors Survey No 9963. thence S. 12 E. 400 poles to the North East Corner of Evans said Survey thence with his line S 78 W. 400 poles to the

place of Beginning Containing One thousand acres
Together with all and Singular the buildings and im
provements Streets Lanes, alleys, passages, ways. waters
water Courses rights liberties privileges hereditaments and
appurtenances whatsoever thereunto belonging or in any
wise appertaining and the reversions and remainders
thereof To Have and To Hold the said tract of land.
hereditaments and premises hereby granted and con
veyed with the appurtenances unto the said William
Stewart his heirs and assigns to the only proper use and
behoof of the said William Stewart his heirs and as
=signs forever Provided always nevertheless that if the
said David Noble his heirs executors administrators or
assigns shall and do well and truly pay or cause to be
paid unto the said William Stewart his heirs or assigns
the aforesaid Debt or Sum of Four Thousand two hundred
dollars on the day and time hereinbefore mentioned &
appointed for payment thereof with interest without any
fraud or further delay &. without any deduction, defal
=cation or abatement to be made for or in respect of any
taxes Charges or assessments whatsoever then and from
thence forth this present Indenture and the estate here
by granted shall be come void and of no effect any
thing hereinbefore contained to the contrary thereof
in any wise notwithstanding In Witness whereof the
said party to these presents have set their hand and
Seal the day and year first above written David
Noble Seal. Sealed and delivered in the presence of us
Leonard S Jones, on the 9th day of Janu
=ary A.D 1839. before me Leonard S Jones an Alderman in
and for the City of Pittsburg came the above named
David Noble and acknowledged the foregoing Indenture
to be his Act and Deed, desiring the same might be
recorded as such Witness my hand and Seal the
same day and year, Leonard S. Jones Seal. (assign
=ment of William Stewart on back of Mortgage) Know
All men by these presents that I. the within named
William Stewart in Consideration of the sum of
Dollars to me in hand paid by John Owens of Pittsburg
the Receipt whereof is hereby Acknowledged do hereby
grant assign release Convey unto the said John Owens
his heirs and assigns the Premises within conveyed to me
in Mortgage and all my right title and interest in &
to the Same to have and to hold the same to the
said John Owens his heirs and assigns forever And
I the said William Stewart for myself my heirs
Executors and Administrators do covenant with the
said John Owens his heirs and assigns that the
premises are free from all incumbrances The Proviso
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only excepted and I will and my heirs and Executors Shall, Warrant and defend the same unto the said John Owens his heirs and assigns against all persons Claiming or to Claim the same by through or under me In Witness whereof I. William Stewart have hereunto set my hand and Seal at Pittsburg this 8th day of October A.D 1839. N.B. The erasures made & John Owens Substituted and date made Oct 8. before signing William Stewart Seal Signed Sealed and delivered in Presence of M B Lowrie, City of Pittsburg p. Before me an Alderman, in and for said City Personally came William Stewart and acknowledged the above assignment and transfer to be his act and Deed, and desired the same might be recorded, as such Witness my hand and Seal this 8th day of October A.D 1839. M. B. Lowrie Seal, Pennsylvania, Alleganny County p. I. H. H. Peterson Prothonotary of the Court of Common Pleas in and for the County of Alleganny do Certify that Leonard S Jones and M. B. Lowrie Esqrs. before whom the foregoing Acknowledgements were taken and who have thereunto in their own proper handwriting subscribed their names were at the time of taking such acknowledgements Alderman in and for the City of Pittsburg with all the Powers of Acting Justices of the Peace in and for said County duly Commissioned and Sworn to all whose Acts as such due faith and Credit are and of right ought to be given throughout the United States and elsewhere, Given under my hand and the Seal of said Court this Eighteenth day A.D. of March A.D 1840. H. H. Peterson Pro. Recorder office Maryville Union County Ohio Rec'd this Mortgage for Record March 31. 1840. at 9 Oclock AM. and recorded the same April 1st 1840. Vol. 7. Pages 529.-30-31 & 32, A B Smith Recorder, (Exhibit B). "Judgement Bond 1st: Know all men by these presents that I. David Noble of the City of Pittsburg held and firmly bound unto William Stewart of Pitt Township County of Alleganny and State of Pennsylvania in the sum of Two thousand: five hundred and Sixty five dollars and Sixty five cents to be paid to the said Willian Stewart certain attorney heirs executors administrators or assigns to which payment well and truly to be made I do bind myself my heirs executors and administrators and every of them firmly by these presents And I do hereby empower any Attorney of any Court of Record within the United States or elsewhere to appear for me and after one or more declarations filed Confess Judgement or Judgements against me and as of any term for the above penalty with costs of suit a release of all error Witness my hand and seal the 9th day of January A.D 1839. The Condition of the above obligation is such that if the above bound David Noble his heirs Executors Administrators and assigns do well and truly pay to the said William Stewart his certain attorney heirs Executors Administrators or assigns the sum of Fourteen hundred dollars with lawful interest from the 9th day of January A.D 1839. on the 9th day of January A.D 1840. without any fraud or

further delay then this obligation to be void otherwise
to remain in full force and virtue, David Noble
Seal, (assignment on the back of the above bond) I do
hereby assign and make over all my right title &
interest in and to the within Bond, unto John Owens
of Pittsburg for value Received Witness my hand and
Seal at Pittsburg this 10th day of August, A.D. 1839. Will
iam Stewart, Seal Signed sealed and delivered in the
presence of us. The name made of John Owens of
Pittsburg made before signing and Date altered to 8th Octob
M. B. Lowrie I do hereby assign and make over all
my right title and interest in and to the with Bond
unto William Lippincott of the City of Pittsburg for
value Received Witness my hand and seal this 17.
day of November A.D. 1842, John Owens Seal, Signed
Sealed and Delivered in Presence of Alexander Miller
Jos Lippincott, (Exhibit D) Judgement Bond 2d
Know all men by these presents that I David Noble
of the City of Pittsburg held and firmly bound unto
Wm Stewart of Pitt Township Allegany County, Penn
sylvania in the sum of Two thousand Six hundred and
Sixty Six dollars and Sixty Six cents to be paid to
the said William Stewart certain Attorney heirs
Executors Administrators or assigns to which pay
ment well and truly to be made, I do bind my
self my heirs executors and Administrators and every
of them firmly by these presents, I do hereby empower
any Attorney of any Court of Record within the United
States or elsewhere, to appear for me and after one
or more declaration filed, Confess Judgement or Judge
ments against me and as of any Term for the above
penalty with Costs of Suit a release of all errors.
Witness my hand and seal the 9th day of January
A.D. 1839. The condition of the above obligation is such
that if the above bound, David Noble his heirs execu
tors administrators and assigns do well and truly
pay unto William Stewart his certain Attorney
heirs executors Administrators or assigns the sum of
fourteen hundred dollars, with lawful interest from
the 9th day of January A.D. 1839. on the 9th day of January
A.D. 1841. without any fraud or further delay then
this obligation to be void otherwise to be and remain
in full force and virtue, David Noble Seal assignment
on the Bond, I do hereby assign and make over all
my right title and interest in and to the within Bond
unto John Owens of Pittsburg for value received witness
my hand and seal at Pittsburg the 8th day of October
A.D. 1839. William Stewart Seal Signed Sealed and
delivered in presence of, The date altered to the 8th Oct,
and erasures made, I John Owens of Pittsburg interlined

before Signing
all my right
Wm Lippincott
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before Signing M B. Lourie. I do hereby assign and make over all my right title and interest in and to the within Bond, unto Wm Lippincott of the City of Pittsburg merchant for value received witness my hand and seal this Eighth day of August AD 1843. John Owens seal Signed Sealed and delivered in presence of us Alexr. Miller Jas Lippincott. — (Exhibit E.) "Judgement Bond 3d. Know all men by these presents that I David Noble of the city of Pittsburg held and firmly bound, unto Millian Stewart of Pitt Township Allegany County Pennsylvania in the Sum of Two thousand Six hundred and Sixty Six dollars and Sixty Six cents to be paid to the said Millian Stewart certain attorney, heirs execution Administrators or assigns To which payment well and truly to be made I do bind myself my heirs executors and Administration and every of them firmly by these presents And I do hereby empower any Attorney of any Court of Record within the United States or elsewhere, to appear for me and after one or more Declaration filed, Confess Judgement or Judgements against me and as of any Term, for the above penalty with costs of Suit a release of all errors, Witness my hand and Seal, this 9th day of January AD 1839. The condition of the above Obligation is Such that if the above bound David Noble his heirs Executors administrators and assigns do well and truly pay unto Millian Stewart his Certain attorney heirs Executors, Administrators or assigns the Sum of Fourteen hundred dollars with lawful interest from the 9th day of January 1839. on the 9th day of January 1842, without any fraud or further delay then this obligation to be void otherwise to be and remain in full force and virtue, David Noble Seal, "Assignment on the Bond, I do hereby assign and make over all my right title and interest in and to the within Bond, unto John Owens of Pittsburg for value received Witness my hand and Seal at Pittsburg this 8th day of October AD 1839. Millian Stewart Seal, Signed sealed and delivered in presence of The erasures made and the date made 8th Oct, and John Owens of Pittsburg interlined before signing M B Lourie, "I do hereby assign and make over all my right title and interest in and to the within Bond, unto Millian Lippincott of the City of Pittsburg merchant for value received Witness my hand and Seal this 8th day of August AD 1843. John Owens Seal Signed Sealed and delivered in presence of Alexr. Miller Jas Lippincott, And afterwards towit on the 16th day of April AD 1844, came the said Wm Lippincott by R Thomas his Atty and filed herein the Notice and Proof of Publication which said notice reads in the words and figures following towit "Petition in Chancery Millian Lippincott v David Noble Millian Stewart & John Owens In Chancery David Noble Millian Stewart and John Owens are hereby Notified that on the 2d day of January AD 1844 Millian Lippincott filed in the Court of Common Pleas of the County of Union and State of Ohio a Bill in Chancery against the said David Noble Millian Stewart & John Owens

the object and prayer of which Bill is to foreclose a cer
tain Mortgage given by the said David Noble to William
Stewart. on the following Lands situate in the County of
Union towit Survey No ten thousand four hundred and Eight
(10408 bounded as follows. beginning at Elyms and a beech
North West Corner to John Swans Survey No 9926. and
south East Corner to Edward Smith and others Survey
No 9940. thence with their line N 12 W. 400 poles crossing
a branch twice to the North east corner of said Survey thence
North 78° E. 400 poles, to the South West corner of James Taylors
Survey No 9963. thence S 12° E. 400 poles to the North East
Corner of Swans said Survey thence with his line S. 78 W.
400 poles to the Beginning containing originally 1000 acres
deducting therefrom 160 acres which was sold by Adam Rays
and wife and Conveyed, to Robert R. Moss, February 17. 1835
and which is not included in said Mortgage said Mort
gage was assigned by William Stewart to John Owen and by
John Owen to Complainant The Prayer of the Bill is that
the said lands may be sold, and the proceeds thereof
applied to the satisfaction of the Principal amount
to 4200 dollars secured by the said Mortgage together
with interest thereon from the 9th day of January A.D. 1839.
And the said David Noble William Stewart & John Owen
are further Notified that unless they appear and plead
Answer or demur to said Bill within 60 days after the
next Term of said Court the said William Lippincott
at the Term next after the expiration of the said 60 days
will apply to said Court to take the matter of the
Bill as confessed, and to decree therein accordingly
dated January 6. 1844. W. & R. Thomas Sols for Complainants
State of Ohio Union County ss. Personally appeared before
me a Justice of the Peace within and for said County
John Cassil and made solem oath that the notice
hereto attached was published for five consecutive weeks
next after the 2nd day of January A.D. 1844 in a News.
Paper Called the Union Gazette and that said Newspaper
was during that time printed in said County of Union
John Cassil. Sworn to and Subscribed before me this
16th day of April A.D. 1844. James Turner J.P. And af
terwards towit on the 16th day of April A.D. 1844, came the
Complainant and proved Publication of notice and there
upon on his Motion this Cause is continued, And after
wards towit on the 3d day of October A.D. 1844. this cause
was Continued. And afterwards towit on the 28th day of
May A.D. 1845. This Cause came on to be heard upon the
Bill exhibits and Testimony and the Defendants David
Noble William Stewart & John Owen Still failing to appear
and answer Plead or demur to the said Bill of Com
plainant the Court on Consideration of the premises Do
order that said Bill be taken for Confessed, And the

Court having examined the Bill exhibits and Testimony are of opinion that the law and equity of this case, is with the Complainants and that the said Willia Lippincott is the assignee of John Owens who was the assignee of William Stewart who was the Mortgagee of David Noble, and the Court do further find that the amount of Money due from the said Defendant David Noble, to the Complainant and secured by the said Mortgage Deed, is Five thousand Seven hundred and Ninety Six dollars, it is therefore ordered that the said David Noble pay to the said Complainant the said Sum of Five thousand Seven hundred and Ninety Six dollars and the interest that may accrue thereon and the costs of this Suit to be taxed within twenty days and on failure thereof that a writ be issued directed to the Sheriff, who is hereby Appointed Special Master Commissioner for that purpose, Commanding him that he make that Sum of money with said interest and Cost together with the accruing Cost by a Sale of said Mortgaged Land, and tenements or so much thereof as may be necessary in said Bill mentioned and which are bounded and described as follows towit Part of Survey No. 1040 &. Beginning at the South east Corner of the original Survey and North east Corner of John Evans Survey No 9920. thence N 12 W. 400 poles to the north east corner of the original Survey, and the South west corner of James Taylors Survey No 9963. thence S. 78 W. 400 poles to the North West Corner of the Original Survey and the North East Corner of Edwd Smith and other Survey No 9940. thence S. 12 E. 240 poles to the North West Corner of a tract of land, sold, out of the Original Survey by Adam Hays to Robert R Mofs. February 17. 1835. thence with Mofs line N 78 E. 160 poles to his North east Corner, thence S. 12 E. 160 poles to Mofs South East Corner, and in the line of the Original Survey thence with said line and the line of said Evans Survey N. 78 E. 240 poles to the Beginning containing Eight hundred and forty acres more or less, And that he cause the lands above described to be sold in pursuance of and under the forms and restrictions prescribed in the Statute for the sale of lands on Execution at law, and that he make return of his proceedings to the next Term of this Court to which time this Cause is Continued, And afterwards to wit on the 19th day of August. A D 1845. the said Sheriff made report of his proceedings herein, in the words and figures following towit, "Recd this writ June 19th A D 1845. and according to the Commands of said writ I proceeded to have the within described Lands and tenements appraised, by the oaths of John Cheney David Carr and Daniel Allen appraised at one dollar and seventy five cents per acre, July 18, 1845. advertised the within described real estate in the Argus a Paper Published in Union County for Sale at the door of the Court House, in the said County on the 18th day of August A D 1845 between the legal hours, — August 19th A D 1845.

offered the within described real estate for Sale at the Door of the Court House, in said County by Public Outcry and sold the same to William Lippincott the Plaintiff he being the highest and best bidder for one dollar & Nineteen & two third cents p.a. Acre Wm M. Robinson Sheriff. And afterwards towit now on this day Towit the Nineteenth day of August. A.D. 1845 The Court this day examined the proceedings of the Sheriff and the sale by him made upon the order issued in this case, and being Satisfied said Sale has in all respects been made in conformity to the Statute in such cases made and provided do order the Clerk, to make an entry on the Journal that the Court are satisfied of the legality of the Sale and, that he also enter an order on said Sheriff to make to the purchaser a Deed, for the lands and tene ments so Sold all of which is entered accordingly
$5.50 Attest John Cassil Clerk.

IX

Isaac Jane
vs
Alex. McMonley

Pleas before his Honor Joseph R. Shaw Esqr. President, Silas Q. Strong. James R. Smith and Christian Myers, 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 August in the year of our Lord One thousand Eight hundred and Forty five, Be it remembered, that heretofore to wit on the 23d day of September A.D. 1844. Isaac Jane sued out of the Clerks office of said his writ of Summons which said Summons together with the endorsement thereon and the returns of the Sheriff, reads in the words and figures following towit. "State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to Summon Alexander McMonley, to appear on the first day of our next Term, before the Judges of our Court of common Pleas in and for the County of Union at the Court House in said County to answer unto Isaac Jane in a Plea of Debt for one hundred and Eighty dollars, damages Two hundred dollars. And have you then there this writ Witness John Cassil Clerk of said Court, at the Court House afore S.S. =said this 23d day of September A.D. 1844 John Cassil Clerk, (Endorsement) "Suit brot on a single bill under seal given by Defendant to Plaintiff for one hundred and eighty dollars dated January 24th A.D. 1842, and payable January 24th 1843 also for goods sold &c, C. N. B. Allison atty for Plft" (Sheriffs return) "Served by Certified Copy September 25. 1844 W. W. Steele Sheriff" And afterwards, towit on the 11th day of

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Holmes
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November 1844. the said Isaac Jane by Allison his attorney filed herein his Narration in the words and figures following Court State of Ohio Union County ss. Court of Common Pleas October Term AD 1844 Isaac Jane complains of Alexander McKonkey in a Plea of Debt for that whereas the said Alexander McKonkey on the 24th day of January AD 1842 at the County of Union aforesaid made his certain writing obligatory of that date sealed with his seal and now to the Court here Shewn and then and there delivered the same, to the said Isaac Jane and thereby bound himself to pay to the said Isaac Jane or order One hundred and eighty dollars on the 24th day of January One thousand eight hundred and forty three which period hasnow elapsed yet the said Alexander McKonkey hath not paid the said sum of money nor any part thereof to the damage of the said Isaac Jane two hundred dollars and therefore he brings suit &c By le Al. B. Allison his atty and afterwards to wit on the 27th day of May AD 1845. this cause was continued And afterwards towit now on this day towit the 19th day of August AD 1845. came the said Isaac Jane by his atty and the said Alexander McKonkey though solemnly called came not but made default Whereupon It is Considered that the said Isaac Jane, ought to recover his dam=ages by reason of the Premises and neithe of the Parties requiring a Jury and the court being fully advised in the premises do assess the damages of the said Isaac Jane to one hundred dollars Therefore it is considered that the said Isaac Jane, recover of the said Alex. ander McKonkey the said Sum of One hundred dollar and one cent his damages aforesaid in form aforesaid assessed, and also his Costs in this behalf expended, taxed to dollars, The Plaintiff comes and remits the amount of of said Judge ment except the costs,
558 Attest John Cassil Clerk.

Holmes Sturgeon & Co. v. W.W. Woods & John S. Fulton

Pleas before his Honor Joseph R. Swan Esqr. President, Silas Q. Strong, James R. Smith & Silas Q. Strong Christian Myers 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 August in the year of our Lord one thousand eight hundred and Forty five, — Be it remembered that heretofore towit on the first day of October AD 1844. the Plaintiffs by Rogers & Burnett their attorneys sued out of the Clerks office of said Court their writ of Summons, which said Writ, together with the endorsement thereon, & the Sheriffs return reads in the words and figures following towit: "State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you to Summon William W Woods & John S. Fulton 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 Edward C. Holmes

Richard Stingeon & Matthew Wilson of the firm of Holmes. Stingeon & Co. in a Plea of assumpsit Damages Four hundred dollars, and have you then there this writ, Witness John Cassil Clerk of said court, at the court House aforesaid this first Day
Ld. of October AD. 1844. John Cassil Clerk," (Endorsement)" Suit brot on Note of Hand. given by Defendants to Plaintiffs for Three hundred dollars dated September 1st AD 1841. also for goods sold and delivered by the Plaintiffs to Defendants in value $400.00 Rogers & Burnett attys for Plaintiffs" (Sheriffs return) "Served by certified Copies Oct 1. 1844. W. W. Steele Sheriff" And afterwards towit on the 31st day of May AD 1845. the said Holmes Stingeon & Co. by Rogers & Burnett filed herein their Dec-laration in the words and figures following to wit." State of
*2. Ohio Court of Common Pleas of the Term of October 1844 for Union County ss. Edward O Holmes, Richard Stingeon & Matthew Wilson Partners in the name of Holmes Stingeon & Co Complain of Wm. M. Woods and John D. Fulton in a Plea of assumpsit for that whereas heretofore towit on the 1st Day of September 1841. at said County the said Defendants made their certain promissory note in writing of that date and then and there delivered the same to said Plain-tiff and thereby Jointly and severally promised to pay to the order of the Plaintiffs three hundred dollars with interest from the date, three years after date which pe-riod has now elapsed, And for that the Defendants were then and there indebted to the Plaintiffs in the fur-ther sum of $300.00. for money had and received by the defendants and for the use of the Plaintiffs and then & there in consideration of the Premised promised to pay to the Plaintiffs the sum last aforesaid on demand yet tho' often requested they have not paid the said Sev-eral sums of money nor either of them nor any part of the same, to the damage of the Plaintiffs $400.00. and therefore they sue by Rogers and Burnett their Atty's
*1. And afterwards towit on the 29th day of May. AD. 1845. In this cause leave is granted to Plaintiff to amend Declara-tion and this cause Continued, And afterwards towit Now on this day towit the day & year first here in aforesaid written came the said Plaintiffs by their attorneys and the said Defendants though solemly 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 party requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said Plaintiffs to three hundred Seventy one dollars and twenty five cents Therefore it is consid-ered that the said Holmes Stingeon & Co. recover of the said William M. Woods and John D. Fulton said Sum of Three hundred Seventy one dollars and Twenty five cents his damages aforesaid in form aforesaid assessed and also his Costs — — — — — — — — —

in this behalf
attest John C

Wm Hall
vs.
Saml. Wheeler

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Wm Hall
vs.
Saml. Wheeler

Pleas before his Honor. Joseph R. Swan. Esqr. President. Silas G Strong Vannes R. Smith & Christian Myers. 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 August in the year of our Lord One thousand Eight hundred and. Forty five, Be it remembered that heretofore towit on the 28th day of May A.D 1845. the William Hall. by P.B. Cole his attorney, sued out of the Clerks office of the Court of Common Pleas of Union County his writ of Summons which said Writ reads in the words and figures following towit, State of Ohio. Union County ss. To the Sheriff of said County Greeting We command you to summon Samuel Wheeler. 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 Hall, in a Plea of Assumpsit Damages Three hundred dollars, And have you then there this writ Witness John Cassil Clerk of said Court at the Court house aforesaid this 28th day of May A.D 1845. John Cassil Clerk, And the said writ had the following endorsement thereon towit "Suit brot on Note of hand, given by Defendant to Plaintiff for One hundred and thirty five dollars and 40 cents dated the 13th day of December. 1839. and due on the 1st day of January A.D 1840. also for goods sold and delivered money lent had and received and on account Dated P.B. Cole for Plaintiff And the Sheriffs return on said Writ reads in the words and figures following to wit. "I acknowledge Service of the within Writ on me this 28th day of May A.D 1845. Saml. Wheeler, And afterwards towit on the 4th day of July A.D 1845. Came William Hall. by Cole his Atty and filed here in this Declaration in the words and figures following towit State of Ohio Union County Union County ss. Court of Common Pleas May Term A.D 1845. "William Hall complains of Samuel Wheeler. in a Plea of assumpsit for that whereas the Defendant on the 13th day of December in the year of our Lord One thousand eight hundred and thirty nine at the County of Union aforesaid made his promissory note in writing and delivered the same to the Plaintiff and thereby then and there promise to pay to to the Plaintiff or order the sum of one hundred and thirty five dollars and forty cents on or before the 1st day of January thence next ensuing which Period has now elapsed And also for that whereas the defendant on the first day of January A.D 1840 at the County aforesaid was indebted to the Plaintiff in the further sum of One hundred and thirty five dollars for the Price and Value of Goods then and there sold and delivered

ing the Plaintiff to the Defendant at his request and
whereas also on the day and year last aforesaid at the
County aforesaid, the Defendant was indebted to the
Plaintiff in the further sum of One hundred and
thirty five dollars for money then and there lent by the
Plaintiff to the Defendant at his request and whereas
also on the 20th day of May A.D 1843. at the County afore-
said the said Defendant was indebted to the Plaintiff
in the further sum of two hundred dollars for money then
and there found, to be due from the Defendant to the
Plaintiff in an account then and there Stated between
them and the Defendant afterwards on the day and
year last aforesaid at the County aforesaid in Consider
=ation of the premises promised the Plaintiff to pay him
the said Several sums of money herein above men
tioned on request yet the Defendant hath disregarded
his said promises and hath not paid any of the said
monies, or any part thereof to the damage of the
Plaintiff, three hundred dollars and therefore he brings
suit by P. VB. Co's his attorney, And afterwards towit
on the day and year first hereinbefore mentioned towit
the 19th day of August A.D 1845. came the Plaintiff
by his attorney and the said Defendant though Solem
=nly 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
party requiring a Jury, and the Court being fully ad
=vised in the premises, do assess, the damages of the Sd
Plaintiff by reason thereof to One hundred Eighty one
dollars, Therefore it is considered that the said Willia
Hall recover of the said Samuel Wheeler the said
Sum of One hundred eighty one dollars his damages
aforesaid in form aforesaid assessed, and also his
Costs in this behalf expended taxed &c
$1.80 Attest John Cassil Clerk

X Fund Commissioners
vs.
James M. Wilkinson et al

Pleas before his Honor Joseph R. Swan Esqr. President, Silas G. Strong James R. Smith & Christian Myers his associates Judges at a Court of Common Pleas of Union County Began 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 August in the year of our Lord One thousand Eight hundred and Forty five, Be it remembered that heretofore towit on the 30th day of May A.D 1845. the Fund Commissioners of Union County, by W. C. Lawrence their Attorney

filed Execution Issued out of the Clerks office of the Court of Com-
mon Pleas of Said County. their Writ of Summons which
Said Writ, with the endorsement thereon, together with the Sheriffs
return reads in the words and figures following towit State of Ohio
Union County ss To the Sheriff of Said County Greeting We Command
you to Summon James M. Wilkinson 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 the State of Ohio for the use of Joshua Judy, Jessee
Gill & William Hamilton Fund Commissioners of Union County
in a Plea of Assumpsit Damages Two hundred dollars and have
you then there this writ Witness John Cassil, Clerk of Said Court
at the Court House aforesaid this 30th day of May AD 1845.
LS. John Cassil Clerk" (endorsement) "Suit vot on Defendants note of
hand and receipt given to Plaintiffs for the sum of One hundred
dollars on the 13th of June 1837. and payable one year from date
with interest, at Seven per cent also for money had and received
money lent &c. by W. C. Lawrence their atty" (Sheriffs return) "Served
May 30. 1845 by delivering a copy of the within writ to the Defend
-ants personally. Wm M. Robinson Sheriff" And afterwards towit
on the 7th day of July AD 1845. The Plaintiff filed herein
their Declaration, which said Declaration reads in the words &
figures following towit, State of Ohio Union County ss Union Com.
Pleas May Term 1845. The State of Ohio Union County ss.
for the use of Joshua Judy William Hamilton and Jessee Gill
Fund Commissioners of the County of Union Complain of
James M. Wilkinson and Silas G. Strong in a plea of assump
-sit for that whereas the said Defendants on the 13th day of June
1837. at the County of Union aforesaid made their promisory
note, in writing and there and there delivered the same to the
said Fund Commissioners and thereby acknowledged the
receipt of and promised to pay the said State of Ohio the
Sum of one hundred dollars in one year from date which
period has now elapsed the same being of the surplus revenue
and Subject to the Act regulating the distribution of the same
at Seven per cent interest and the said Defendants then and
there in consideration of the premises promised to pay the
amount of said note to the said Plaintiff according to the
tenor and effect thereof and also for that whereas the said
Defendants on the first day of May 1845, at the County of
Union aforesaid was indebted to the Plaintiff in the sum of
Two hundred dollars, for money lent, by the Plaintiffs to the
Defendants at their request and whereas the Defendants
afterwards towit on the second day of May 1845, in Con
sideration of the premises promised to pay the said Sever
-al Sums of money to the Plaintiff on request yet they
have disregarded their promises and have not paid the
said several Sums of money nor either of them nor any
part thereof to the damage of the Plaintiff two hun
dred dollars and thereupon they Sue &c. By W. C. Lawrence
atty.

And afterwards towit on the 1st day of August 1845.
The Defendant D. M. Wilkenson by Rozelle & Allison his
Attorneys filed herein his Plea, which reads in the words
and figures following towit "James M. Wilkinson impleaded
-ed with Silas G. Strong ads The State of Ohio for the use of
The Fund Commissioners of Union County. In Unia Comm
Pleas. And the said James M. Wilkinson comes and de
fends &c. and says. that he did not assume and promise
in Manner and form as the said Plaintiff has declared
against him and of this he puts himself upon the Country
and the said Plaintiff doth the like C. M. B. Allison
John E. Rozette his attornies. The Plaintiff will also
take notice that the said James M. Wilkinson on the trial
of this cause will give in evidence and insist that after
the making of said several supposed promises and un
-dertakings and accruing of the said several causes of
Actions in the said declaration mentioned if any such
were made or accrued, and before the commencement
of this suit towit on the 2nd day of February A.D. 1843. having
previously thereto, as a bankrupt filed his Petition in the
United States district Court in and for the District of Ohio
Praying to be discharged in full from all his Debts and
for a certificate of such discharge pursuant to the act of
Congress, entitled An Act to establish a Uniform system
of Bankruptcy throughout the United States approved
August 19. 1841. did by the Decree of said United States
District Court receive a full discharge of and from
all his debts owing by him at the time of the Presen
-tation of his Petition, to be declared a Bankrupt and that
in accordance thereto a copy of said Decree and dis
charge was on the 10th day of April A.D. 1843 duly certified
to this Defendant, under the seal of said Court, by the
Clerk thereof which said Certificate will be offered in Evi
-dence, as a full and complete Bar to this suit as against
the said James M. Wilkinson, and that the said supposed
Causes, of action in the said Declaration mentioned if any
such there be, and each of them did accrue to the said
Plaintiff before the said Defendants application as aforesaid
and before he became a Bankrupt, as aforesaid towit at
the County of Union aforesaid, Allison & Rozette attys.
And afterwards towit, Now on this day towit: the Nineteenth
day of August in the year of Our Lord One thousand Eight
hundred and Forty Five, this Case came on to be he and
and the Defendant Silas G. Strong tho' solemnly called
came not but made Default, and upon the issue joined
between the Plaintiff and said Wilkinson the Parties,
by their attornies submitted this same to the Court and
the Court thereupon do find that the said Wilkinson
is duly discharged from the Promise and undertaking
in the Declaration mentioned by his certificate of

Bankruptcy in his notice mentioned and that he did not assume, & promise as in said Declaration mentioned It is therefore Considered by the Court, that the said Wilkinson go hence without day and recover his costs in this behalf expended taxed at, dollars cents. And that the Plaintiff recover of the said Strong the sum of Eighty Six dollars and Seventy nine cents the damages assed by the Court neither Party requiring a Jury.

$1.20 Attest, John Cassil, Clerk,

4 Michael Sullivant vs Elias Johnson and Samuel J. Kirk } Pleas before his Honor D. P Swan Esqr. President, Silas G Strong, James R Smith & Christian Myers, his associates, Judges &c. a Court of Common Pleas began and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio on the Nineteenth day of August in the year of our One thousand Eight hundred and Forty Five

Be it remembered that heretofore to wit on the 28th day of May AD 1845 Michael Sullivant by Wm C. Laurence his attorney sued out of the Clerks office of the Court of Common Pleas, his writ of Summons which said writ with the endorsement thereon together with the Sheriffs return reads in the words and figures following towit State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you to Summon Elias Johnson and Samuel J. Kirk 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 Michael Sullivant in a Plea of Debt, $100,00 damages $50.00 dollars and have you then there this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 28th day of May AD. L.S. 1845 John Cassil Clerk. (endorsement) "Writ tot on Defendants. Joint and Several Promisory note under Seal given by Defendants to Wm Lovells and payable to him or order, and by him endorsed to the Plaintiff, dated on the 23d day of April 1844, and due ten months from date for one hundred dollars also for goods Sold and delivered &c. By Wm C. Laurence his atty. (Sheriffs return) "Served by delivering a copy of the within writ to Defts May 30. 1845 Wm M. Robinson Sheriff and afterwards towit on the 7th day of July AD 1845 the said Sullivant by Wm C. Laurence his atty filed herein his Declaration which said Declaration reads in the words and figures following towit The State of Ohio Union County ss May Term of the Union Com Pleas 1845. Michael Sullivant Complains of Elias Johnson & Samuel J. Kirk in a Plea of Debt for that whereas the said Defendants on the 23d day of April 1844, at the County of Union made their certain writing obligatory of that date sealed with their Seal and now to the Court here shewn and then and there delivered the same, to one William Loveless and thereby

bound themselves to pay to the said William Loveless or or-
=der the sum of one hundred dollars in ten months after date
which period has now elapsed and the said William Loveless
then and there endorsed, the same to the said Michael
Sullivant whereof the said Defendant then and there had
notice and then and there in consideration of the Prem-
ises promised to pay the amount, of the said writing
obligatory to the said Michael Sullivant according to the
tenor and effect thereof yet the said Defendants have
not paid the said sum of money nor any part thereof
to the damage of the Plaintiff fifty dollars and there
upon he sues by W.C. Lawrence. his atty. And afterwards
to wit now on this day towit the day and year first here-
inbefore written The Plaintiff came, and the Defendants
made default whereupon it is considered by the Court that
the Plaintiff recover of the defendants. one hundred dollars
his Debt. and three dollars his damages, by reason of the
detention thereof, neither Party requiring a Jury and his
costs herein taxed at dollars cents.
The Plaintiff comes and remits Twenty dollars and
$1.60 thirty cents part of the Debt aforesaid
Attest John Cassil Clerk,

X Payne Rice
vs
David Turner

Pleas before his honor Joseph R. Swan Esqr. President, Silas Q Strong James R. Smith & Christian Myers. 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 eighteenth day of August in the year of our lord one thousand Eight hundred and Forty five,

Pleas Be it remembered that heretofore towit on the 28th day of May AD 1845 the said Rice, by W.C. Lawrence his Atty sued out of the Clerks office of the Court of Common Pleas. of said County his writ of Summons, which said Summons, and the endorsement thereon, together with the Sheriffs return reads in the words and figures following towit) "State of Ohio, Union County ss. To the Sheriff of said County Greeting. We Command you to Summon David Turner Forthwith before the Judges of our Court of Common Pleas, in & for the County aforesaid at the Court House in said County to answer unto Payne Rice in a Plea of Assumpsit damages $400.00 dollars and have you then there this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 28th day of May AD 1845 John Cassil Clerk" (endorsement) "Writ not on Defendants
P.S. Note of hand given to Plaintiff on the 2nd day of October 1843 and payable on the first day of April next there

after for three hundred dollars also for Goods Sold and delivered &c. by W.B. Laurence Atty for Plaintiff, (Sheriffs return) "Served May 30th 1845 by delivering a Copy to Defendant. Wm M. Robins or Sheriff And afterwards to wit on the 7th day of July AD 1845. the said Payne Rice. by W.B. Laurence his atty filed here in this Narration in the words and figures following to wit. "State of Ohio Union County ss. Union Common Pleas May Term 1845. Payne Rice Complains of David Turner in a plea of Assumpsit for that whereas the said Defendant on the 2nd day of October 1843 at the County of Union aforesaid made his promisory note in writing and delivered the same to the Plaintiff and thereby Promised to pay the Plaintiff or order three hundred dollars in current money of Ohio, on the first day of April next meaning the next 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 Plaintiff according to the tenor and effect thereof. Yet the said David Turner has disregarded his promises and has not Paid the said Sum of Money nor any Part thereof to the damage of the Plaintiff Four hundred dollars and therefore he Sues &c. By W.B. Laurence his atty. And afterwards to wit now on this day to wit the day and year first herein before mentioned came the Plaintiff and the Defendant made default. It is therefore considered by the Court that the Plaintiff recover of the Defendant the Sum of One hundred and thirty Nine dollars twenty nine cents his damages assessed by the Court neither Party requiring a Jury and his costs taxed at dollars cents

$.54 Attest John Cassil Clerk,

4

David Parke
vs
Wilson Reed &
Elias Topliff

Pleas before his Hon. Joseph R. Swan Esqr. President. Silas G Strong James R. Smith & Christian Myers his associate Judges at a Court of Com mon Pleas began 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 August in the year of Our Lord one thousand Eight hundred and Forty Five; Be it remembered that heretofore to wit on the 20th day of August AD 1845. The said David Parke, by Messrs Allison & Curry. his attorneys Filed herein the following Note of hand and Power of Attorney to confess Judgement, to wit "Ten days after date for value received we or either of us promise to pay David Parke or bearer One hundred and Twelve dollars with interest March 25. 1844 Wilson Reed Elias Topliff. We the undersigned do Jointly and Severally Constitute and appoint W. B Allison or any other Attorney at Law in the State of Ohio as an Attorney for us or

either of us to appear in any Court in said State and for us or either of us and in One or either of our names to waive the issue and Service of process, and Confess a Judgement against us or either of us for the above Sum of One hundred and twelve dollars with interest from this date Costs of Suit and for us or either of us to release all error and right of appeal Service or certiorari in one or either of our behalf Marysville March 28. 1844. Wilson Reed Elias Topliff

And afterwards towit on the 20th day of August A.D. 1845. Allison & Curry Plaintiffs Attorneys also filed herein their Narration which reads in the words and figures following towit "David Parke vs Wilson Reed & Elias Topliff In Union Common Pleas August Term A.D. 1845 David Parke complains of Wilson Reed and Elias Topliff in a plea of Assumpsit for that whereas the said Defendants on the 28th day of March A.D. 1844. at the County aforesaid made their Judgement Note in writing and delivered the same to the said Plaintiff & thereby promised to pay the said Plaintiff or bearer, one hundred and twelve dollars, in ten days, after the date thereof with interest which period has now elapsed and the said Defendants then and there in Consideration of the premises promised to pay the amount of the said Note to the said Plaintiff According to the tenor and effect thereof Yet the said defendants have disregarded their promises and have not paid said sum of money or any part thereof to the damage of the said Plaintiff three hundred dollars and therefore upon he brings suit By Allison & Curry his attys And afterwards towit on the 20th day of August A.D. 1845 John E. Rosette Atty for Defendants, filed herein their Confession which reads in the words and figures following towit "Wilson Reed and Elias Topliff ads. David Parke In assumpsit, And the said Wilson Reed and Elias Topliff Come and waive process & Appear, and confess Judgement for the sum of One hundred & Twenty One dollars and Thirty two cents by John E. Rosette their atty, And afterwards towit. Now on this day towit the Nineteenth day of August A.D. 1845 Came the Parties by their attorneys, and thereupon the said Wilson Reed & Elias Topliff relinquishing their Plea Says that they cannot deny the action of the said David Parke, Nor. but that they did assume and promise in Manner and form as the said David Parke hath Complained against them and Confesses that the said David Parke, hath Sustained damages by reason of the premises to One hundred, Twenty one & 33/100 dollars Therefore by Consent of Parties it is Considered that the said David Parke recover of the said Wilson Reed & Elias Topliff the said Sum of One hundred twenty one and 33/100 dollars his damages aforesaid Confessed, And also his Costs in this behalf expen-

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$69 Attest John

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$69 Attest John Cassil. Clerk

4 Ralph Cherry. } Plea before his Honor Joseph R Swan Esqr.
" } President. Silas Q. Strong. James R. Smith
Wilson Reed & } and Christian Myers his associate Judges
Samuel R Reed. at a Court of Common Pleas, began and
Held at the Court House, in the Town of Marysville, with and
for the County of Union and on the nineteenth day of August
in the year of our Lord One thousand eight hundred and
Forty five. Be it remembered that heretofore towit on
the 28th day of May A.D 1845. Ralph Cherry by his Atty Wm
B. Lawrence, sued out of the Clerks office of said Court
of Common Pleas his writ of Summons, which said writ
with the endorsement thereon, together with the Sheriffs
return reads in the words and figures following towit
State of Ohio Union County ss. To the Sheriff of said County
Greeting. We Command you to Summon Wilson Reed and
Samuel R. 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 Ralph Cherry
Admr. of Samuel B Comer in a Plea of Assumpsit dam
=ages $500.00 dollars And have you then there this writ, Witness
$.1 John Cassil Clerk of said Court at the Court House afore
said this 28th day of May A.D 1845. John Cassil Clerk
(Endorsement) "Joint but not Defendants Joint and Several note
of hand given by Defendants to Plaintiff on the 12th day of April
1843 for Three hundred and fifty Seven dollars and fifty cents
and due on the 16th day of February 1845. also for Goods sold
and delivered money had &c. By W B Lawrence his atty;
(Sheriffs return)" Served May 30. 1845. by delivering a copy of the
within writ to Defendant Wm M Robinson Sheriff" and afterwards
towit on the 7th day of June A.D 1845. the Plaintiff by Mr Lawrence
filed herein his Narration in three words and figures, "State of
Ohio Union County ss. Union Com. Pleas May Term 1845. Ralph
Cherry Administrator of Samuel B. Comer Complains of
Wilson Reed Samuel R. Reed and Thomas Dodds in a plea of
Assumpsit for that whereas the said Defendants on the
12th day of April 1843. at the County aforesaid made Their
certain promisory Note in writing and delivered the same
to the Plaintiff and thereby promising to pay the said
Ralph Cherry Administrator as aforesaid the sum of Three
hundred and fifty seven dollars and fifty cents on or before
the 16th day of February 1845. with interest, 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 Plain
tiff according to the tenor and effect thereof Yet

the said Defendants have disregarded their promise and have not paid the said Sum of Money nor any part thereof to the damage of the Plaintiff as such Administrator Five hundred dollars and therupon he sues &c. by Wm B. Lawrence his Atty, And Afterwards towit Now on this day towit the Nineteenth Day of August. A.D 1845. Came the Complainant, And the defendants made default - It is therefore considered by the Court that the Plaintiff recover of the Defendants the Sum of Four hundred Seven dollars and thirty cents his damages assessed by the Court, Neither party requiring a Jury. and his Costs taxed to dollars.

$.56 Attest John Cassil Clerk.

Thomas M. Hickey & Catharine A. Hickey
~
Silas G. Strong and, Stephen F. Rinney

} Pleas before his Honor Joseph H. Swan. Esqr President, Silas G. Strong James R. Smith & Christian Myers. 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 October in the year of our Lord One thousand Eight hundred and Forty five

Be it remembered that heretofore to wit on the 7th day of June. A.D. 1842. the Complainants by T. M. Hickey their Attg. Solicitor filed herein their Bill; which said Bill reads in the words and figures following towit To the Honorable the Judges of the Court of Common Pleas of the County of Union, in the State of Ohio, Sitting in Chancery, your Orator Thomas M. Hickey, and your Orator Catharine Armistead Hickey his wife, at the city of Lexington, in the State of Kentuckey complaining, respectfully represent: That on or about the 29th day of June in the year 1839. Catharine A. (who was then a feme. Sole) and named Catharine A. Barry, by Armistead M. Barry, her agent and attorney in fact, entered into & Concluded an Executory Contract with one Silas G. Strong a citizen and resident of Union County Ohio who is prayed to be made a Defendant to this Bill for the Sale and Conveyance by the said Catharine A, to the said Silas G. Strong of a tract of land, the property of the said Catharine A, in said County of Union near Marysville part of Military Survey Number 3354. the tract Sold being of about Eighteen acres on the Bellefontain Road, & binding on the east line of said Military survey, And on the South side of the said Bellefontain Road The Aggregate of the consideration for said tract was four hundred and twenty dollars which was

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payable, one third in hand, and the ballance in one and two years the first payment was made as your Orators Oratrix are informed & believe and the two notes of the said Silas G Strong to said Cathanine A. given for the Ballance of the purchase money toint a note for $140.. dated June 29th 1839. payable with interest one year after date and another Note for $140. with the same date payable with interest two years after date as appears by the notes filed here with as a part of this Bill Marked A. & B. said notes remain due and unpaid except a payment of one hundred dollars, endorsed on the note payable in one year) made on the 12th Decr. 1839. when said notes were delivered to the agent of your Ora trix her said Agent executed and delivered to said Strong in the name of your Oratrix a Bond in the Penalty of $1000. conditioned for the Conveyance of the title of said land, to said Strong or his assigns upon the payment of the purchase money. and the title was retained by your Oratrix as security for the payment of the purchase Money. In the month of May in the year 1838. your Orator and Oratrix were united in Marriage, they have never seen the Bond aforesaid executed by A. M. Barry, agent as aforesaid, to said Strong but said Cath arine before her said marriage. And your Orator & Oratrix ever since have been and now are able and willing to comply with it it is held by said Strong or his assignee And your Orator and Oratrix pray that said Strong or his assignee may be compelled to produce it and file it with his answer to this Bill. Your Orator & Oratrix further Shew that said Tract of land is now held and claimed by one Stephen F. Kinney under & by virtue of said purchase by said Strong and said Kinney Contends that said Strong bought it for the use of said Kinney, and in the absence of said Kinney assumed the position & responsibility of the purchaser, as aforesaid and the said Strong and Kinney have had the free and un interrupted possession and use of said tract of land ever since said purchase and greatly injured said land, by making Brick thereon but your Orator and Oratrix have been compelled to pay the taxes on it Amounting to $. each year and the use of the land and the timber thereon and wood therefrom taken from it for the use of said Strong and Kinney greatly exceed the value of any improvements made on it and the interest on so much of the purchase money as has been paid, Complainants have waited and indulged said Strong and Kinney and have been repeatedly disappointed after repeated promises of payment, and have come to the Conclusion that they will never pay without suit and being informed that the Collection of the money due to them is doubtful if not hopeless, by the ordinary process of the Comm Law they feel compelled very reluctantly to file this bill for a Specific performance or a rescission of the said Con tract and to subject the said tract of land to the satisfac tion of the ballance, of the purchase money due for the

same, as herein before shewn, if the contract is not rescinded, the Complainants are ready and willing to refund the purchase money, paid, with interest if required by the Court upon a rescission of the Contract the Complainants are Advised, that as ~~to~~ said Strong holds the said Bonds of said Catharine which is not assigned to said Rinney and as they have no privity in the Contract between said Strong & Rinney it is proper for them to make their deed to said Strong for said land, the Complainants file with this Bill a Deed of Conveyance, for said tract of land, which they tender, to be delivered upon the payment of the purchase money, said A.M. Barry has united in the Deed, who holds an undivided third of the title, The Complainants do not admit the necessity of this tender of a Deed, and are advised that they are entitled to the retief which they seek, on said Contract without the tender of a Deed, but they make the tender out of abundant Caution and to prevent any pretext for the failure of said Strong to Comply with his Contract said Deed is marked C, Wherefore your Orator & Oratrix pray that the said Silas G Strong and Stephen F Rinney and A.M. Barry, may be made defendants to this Bill and that they may be compelled full, true, and perfect Answer to make, to all and singular the Allegations of this Bill and that said Strong may be decreed, to pay to your Orator and Oratrix the ballance due them for the purchase of said tract of land, and that said tract of land may be subjected to ~~said~~ ballance, the satisfaction of said ballance of the purchase money, by decree and sale for that purpose, or, that said Contract may be rescinded And, that your Orator and Oratrix may have such other and further relief which Comports with equity and suits their Case, And that they may have the appropriate process, on their bill &c &c. J. M. Hickey, Otway Curry for Compts. And the said Exhibit Marked A. & B. & C, reads in the words and figures following towit, (Exhibit A.) "$140.00/100 One year from and after this date I promise to pay to the order of Catharine A. Barry One hundred and Forty dollars, with interest for value received Maysville June 29. 1837. Silas G. Strong. "Received Dec. 12th 1839. on the within One hundred dollars Levi Phelps for J. M. Hickey" Exhibit B) "$140.00/100 Two year from and after this date I promise to pay to the order of Catharine A Barry one hundred and Forty dollars with interest from this date for value received at Maysville June 29. 1837. Silas G. Strong" (Exhibit C.) "Deed. Know all men, that we Thomas M Hickey and Catharine his wife and Armistead M. Barry all of Lexington Kentucky in Consideration of four hundred and Twenty dollars to them paid by Silas G.

Strong of Union County Ohio the receipt whereof is hereby Ack
=nowledged do hereby bargain Sell and convey to the said Silas
G. Strong his heirs and assigns forever the following real estate
Towit a part of a Survey in the Virginia Military district
Number 3334. on Mill Creek near the Town of Maysville
Beginning at a Stake in the Bellefontai State road in the
east line of the Original Survey thence running with said
road, west Sixty poles to a Stake, thence S 9° 25" E. 50 poles to
a Stake corner to a lot Sold to Adam Wolford, thence with
said Wolford's line east Sixty poles to a Stake in said east
line of the Original Survey thence with said Original line Cor
=recting the course thereof N 9° 25" W. fifty poles to the beginning
Containing Eighteen and three fourths acres together with
all the privileges and appurtenances to the same belonging
To have and To hold the same to the said Silas G. Strong
his heirs or assigns forever hereby Covenanting that the Title
So conveyed is Clear, free and unincumbered and that they
will Warrant and Defend the same, against all claims
Whatsoever, In Witness Whereof the said Thomas M Hickey
and the said Catharine A. Hickey by said Armistead M.
Barry her attorney in fact, and the said Armistead M. Barry
have here unto set their hands and Seals this 24th day of May
1842. Thomas M. Hickey (Seal) Catharine A Hickey by her attly
in Fact A.M. Barry (seal) A.M. Barry Seal. Signed Sealed and
delivered in presence of Levi Phelps. W.A. Frantz, State of
Ohio Union County set Be it remembered that on this 24th
day of May 1842, before me the Subscriber a Justice of
the Peace in and for said County personally Came Thomas
M. Hickey and. Armistead M. Barry. for him self and as
attorney in fact for said Catharine A. Hickey the grantors
in the above Conveyance, and Acknowledged the same to
be their Voluntary Act and Deed, for the uses and purposes
therein mentioned In Testimony whereof I have hereunto
Subscribed my name on the day and year last aforesaid
W.A. Frantz, J. P. Seal, And afterwards towit on the 8th
day of November A.D 1842. The following Writ of Subpoena
was issued, which, together with the endorsements thereon
by the Sheriff reads in the words and figures following towit
The State of Ohio Union County ss. To the Sheriff of said
County Greeting, We Command you that you Summon
Silas G. Strong, Stephen F Kinney and Armistead M. Barry
to appear before our Court of Common Pleas in and for the
County aforesaid at the Court House in said County Forthwith
to Answer the matters and Charges contained in a Bill
in Chancery exhibited against them by Thomas M Hickey
& Catharine A. Hickey his wife And this they shall in no
wise omit, under the penalty of One thousand dollars
and have you then there this writ Witness Lohn Cassil
Clerk protem, of said Court at the Court House in
Maysville this 8th day of November A.D 1842 John Cassil Clk protem
C.P.

(Sheriffs endorsement) "Served by certified copy on S. F Kinney by Acknoledgement of S. G. Strong A. M. Barry not found. (Wm W. Steele Sheriff.) A. M. Barry. filed herein the following Power of Atty. which reads in the words and figures following towit. Thomas M. Hickey and Catharine A. Hickey his wife v. Silas G. Strong Stephen F Kinney & Armistead M. Barry Union Common Pleas. In Chancery. I hereby Authorized and empower any attorney at Law, to waive process. and Service thereof in my behalf, and enter my appearance in said Court, in this case. May 26th 1842. A. M. Barry. And afterwards towit on the 10th day of Novr. 1842. This Cause was Continued And afterwards to wit on the 18th day of April A.D. 1843. the Death of Thomas M. Hickey Suggested and this Cause is Continued. And afterwards towit on the 6th day of July 1843. The attested Copy of Thomas M. Hickey's Will, & Probate thereon was filed herein, which said Will and Probate reads in the Words and figures following towit. The last Will & Testament of Thomas M. Hickey I give devise and bequeath to my Wife Catharine A Hickey my whole estate real and personal. I appoint my said wife Executrix of this will, and dispense with any Security. Witness my hand and Seal this 8th February 1842 T. M. Hickey Seal. Fayette County Set January Court 1843. The foregoing last Will and Testament of Thomas M. Hickey deceased was produced in Court and proved by the Oaths of Waller B. Redd M. L. Johnson F K Hunt and James C. Rodes, to be wholly in the hand writy of said decedent and ordered to be recorded, which is done All, James C. Rodes C. Commonwealth of Kentucky Fayette County Set I. James C. Rodes clerk of the County Court for the County aforesaid do certify that the foregoing last will and Testament of Thomas M. Hickey dec'd is truly and Accurately transcribed from the records of the same in my office, In Testimony whereof I have hereunto set my hand and affixed the Seal of said Court which is the Seal of my said Office at Lexington Ky this 14th day of June 1843 and of the Commonwealth the 52nd Year Att James C. Rodes Cc, Fayette County set, I. James B Dains the Presiding Judge and Justice of the County Court in and for the County aforesaid do certify that James C. Rodes whose name is signed to the above Certificate is and was at the time of signing the same the clerk of said Court duly commissioned & qualified according to law and that his said Certificate and attestation is in due form Given under my hand this 14th day of June Eighteen hundred and forty three James B. Dains P. J. P. F. C. C. Fayette County Court Set I James C. Rodes Clerk of the County Court for the County aforesaid do certify that James B Dains whose name is signed to

the above certificate is and was at the date thereof the Presiding Judge and Justice of said Court duly Commissioned and qualified according to Law and that his said Certificate and attestation is in due form Given under my hand this 14th day of June 1843 Attl: James C. Rodes cpcc. And afterwards to wit on the 6th day of July A.D. 1843 the said Catharina A Hickey by C. Curry his Sol. filed herein the following Petition to the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery. Sitting Catharine Armistead Hickey of the City of Lexington in the State of Kentuckey represents to the Court that on the 7th day of June A.D. 1842, Thomas M. Hickey and your Petitioner filed their bill in Chancery in your honorable Court against Silas Q. Strong and Stephen F Kinney setting forth substantially that on the 29th day of June 1837. your Petitioner then a femme Sole named Catharine A Barry by Armistead M. Barry her Attorney in fact entered into a Contract for the Sale of a certain parcel of land, in said Bill described, to Silas Q. Strong of the County of Union Ohio, for four hundred and twenty dollars payable in three payments, One in hand and the other two in one and two years, for which said last two payments said Strong executed to said Catharine A. his two several notes of hand, that a small part of said Money had been paid while the greater part thereof remained unpaid that at the time of the execution of said notes said agent of said Catharine A. executed to said Strong a title Bond for said land, that in the month of May A.D. 1838. said Thomas M. and Catharine A, were united in Marriage That they had always been and still were able and willing to Comply with said Bond, That said bond had been assigned by said Strong to Stephen F Kinney of said County of Union who claimed that said Strong bought said land for his (said Kinney's) use and benefit, That said Strong and Kinney had had uninterupted possession of said land, & had greatly injured the same, Said Bill tenders a Deed for said land and prays a specific performance, or, in alterative, a rescission of said Contract, and the sale of said land to pay the ballance of said purchase money. And your Petitioner further represents that on the 29th day of December A.D. 1842 the said Thomas M. Hickey died, leaving said suit undetermined That the said Thomas M. Hickey on the 8th day of February 1842, executed in proper form his last will and testament, making your Petitioner his sole devisee, That the said Thomas M. Hickey by his said last Will and Testament appointed your Petitioner Executrix of his said last will and Testament, That said last Will and testament was duly admitted to Probate

in the County Court of the County of Fayette in the State of Kentucky at the January Term thereof A.D. 1843. (all which will appear by an attested copy of said Will and Probate herewith filed and made an Exhibit in said Case, Your Petitioner therefore Prays that she may be made a Party Complainant, in her Character as executrix of said Thomas M. Hickey dec'd. in said Suit in Chancery so instituted as aforesaid by said Thomas M. Hickey and your Petitioner, against said Silas G. Strong and Stephen F. Kinney, That said Suit may be proceeded with and disposed of in manner as if the death of the said Thomas M. Hickey had not occured, And that such other and general relief may be extended to your Petitioner as Justice and equity may require Otway Curry Sol' for Petitioner And afterwards towit on the 6th day of July A.D. 1843. a Subpoena was issued which reads in the words and figures following towit "The State of Ohio, Union County ss. To the Sheriff of the County of Unia Greeting, We Command you that you Summon Silas G. Strong & Stephen F Kinney to appear before the Judges of our Court of Common Pleas at the Court House For thwith, to answer a Bill in Chancery, exhibited against them by Catharine Armistead Hickey and this they shall in no wise omit under the penalty of One thousand dollars and have you then there this writ Witness John Cassil Clerk of our said Court, at the Court House, this 6th day of July A.D. 1843. John Cassil Clerk of Com. Pleas. And the Sheriff's return on said Writ, reads in the words and figures following viz "Served by Certified Copies July 7. 1843. W. W. Steele Sheriff And afterwards towit on the 8th day of July A.D. 1843 This cause was Continued, And afterwards towit on the 1st day of October A.D. 1844. This Cause came on to be heard upon the Bill and exhibits, The Defendants failing to plead Answer or demur to said Bill and was argued by Counsel, on Consideration whereof and in pursuance of the agreement of the Parties on file with the Papers in this Case, it is ordered and decreed that the said Bill be taken as confessed against said defendants, and that said Silas G. Strong and Stephen F Kinney, within thirty days pay to the Master Commissioner of this Court for the use of said Complainant One hundred and eight five dollars the residue of the purchase money in said Bill mentioned within interest thereon from the 20th day of April 1844, and in default thereof that the master Commissioner of this Court proceed to sell the premises in said Bill mentioned or as much thereof as will pay the said residue

of purchase money and the Costs of this Suit taxed at $. And it is further ordered that said Master ascertain and report to the Court at their next term what portion of the Consideration Money was paid by said Strong and Rinney respectively on said Agreement above mentioned ~~&c &c &c &c~~ which said Agreement refered to above, reads in the words and figures following towit" Catharine A Barry vs Silas G. Strong & Stephen F Rinney. In Chancery. This Cause is continued and refered by agreement to the Master Commissioner of this Court to take an account between the Defts Strong & Rinney to report with 60. days what amount of the Purchase money is due Complenant in premises, should in equity, be paid by said Strong & what part by said Rinney and said Defts. agree to final decree at the next term of this court waiving all right of appeal or resistance in any way, Oct 19. 1843. O Curry atty for Compt. A Hall atty for Defts. And afterwards to wit on the 26th day of May AD 1845. James Turner the Master Commissioner filed herein his report, which said report reads in the words and figures following towit Catharine A Barry vs Silas G. Strong & Stephen F Rinney In this case I find by examination that there was due from Silas G Strong on the 20th day of April 1844. of the Consideration money the sum of ninety two dollars and twelve cents, and was due from Stephen F Rinney at the same time the sum of ninety two dollars eighty eight cents this being each ones proportion of the Consideration money at that time May 26. 1845. James Turner Master Commissioner Unio County Ohio, and afterwards towit on the 26th day of May AD 1845. the said Master made his Report upon the Order of Sale & returned the same to the Court aforesaid in these words and figures following towit, "Rec'd this writ Nov. 22nd 1844. Levied upon Ten acres of land, Survey No 3354. Beginning at a Stake in the Bellefontain road, in the east line of said Survey, thence running West with said road, 32 poles to a Stake thence S. 9° 25" E. 50 poles, to a stake, thence with Adam Wolfords line & 32 poles to a Stake thence with said East line of Survey, N 9° 25" W. to the beginning I offered the same for sale on the 24th day of May 1845. Having previously appraised the same at thirty dollars pr Acre, by the Oaths of John Johnson Bill Wolfe & Wm W. Steele and also having advertised agreeable to the requirements of the Statute, No Sale for want of Bidders James Turner Master in Chancery. And afterwards to wit on the 28th day of May AD 1845. this cause was continued under former Order And afterwards

tovit on the 19th day of August A.D 1845. the said Master Commissioner made his Report in these words and figures tovit" Received this writ July 17th 1845. Advertised the within real estate July 19. 1845 in the Argus a Paper printed in said County of Union to be sold at the door of the Court House in said County on the 19th day of August 1845. between the legal hours offered the same for sale at the Door of the Court House in said County. August 19th 1845. no sale for want of bidders James Turner Master in Chancery And afterwards tovit on the 19th day of August A.D 1845. This Cause war Continued under former Order. And afterwards tovit on the 28th day of October A.D 1845. The said Master Commissioner made his report in the words and figures following tovit "Received this Order Sept 20th. 1845. I offered the Property viz: Ten acres of Survey No 3354. beginning at a Stake in the Bellefontain State Road in the East line of said Survey. thence with said Road N. 32 poles to a Stake thence S. 9° 25" E. 50 poles to a Stake in Adam Wolfords line thence with his line E 32. poles to a Stake in said East line of Survey. thence with said Original line N. 9° 25" W. 50 poles to the beginning. on the 22nd day of Oct. A.D 1845. at the Door of the Court House, Having previously advertised as directed by Law I sold and Struck off to Levi Phelps the above described lot for the sum of Two hundred dollars he being the highest and best bidder and that Amount being the 2/3 of the appraised value thereof James Turner Master in Chancery. And afterwards to wit now on this day to wit the 30th day of October 1845, On Motion to the Court by Mr Curry Counsel for the Plaintiff, and upon producing a report made in this cause by James Turner Master Commissioner of this Court, made and bearing date October 28th 1845 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 Levi Phelps, in fee simple
Attest. John Cassil Clerk.

$4.20

X Michael Everett, vs. John S. A. Thomas } Pleas. before his Honor Joseph W. Swan Esqr. President, Silas G Strong James R. Smith & Christian Myers 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 October in the year of our Lord One thousand Eight hundred and, Forty five, Be it Remembered that heretofore to wit on the 26th day of March A.D 1844, The Complainants Michael Everett, by Messrs Allison & Hall their Solicitors filed herein His bill To Foreclose, which said Bill reads 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, Michael Everet of the City of Philladelphia & State of Pennsylvania represents that John Thomas and Abel H. Thomas, late Partners trading under the name and firm of J. & A. H. Thomas, of the County of Union aforesaid and whom your Orators prays may be made defendants to this Bill being or pretending to be seized in fee simple of a certain tract of land situate in said County of Union and described as follows. Beginning at a Beach and Ash, in the place and Stead of two Sugar trees the original North east corner of said Survey N° 3238. and South east Corner to Survey N° 3237. thence 83° W. Two hundred perches to an Iron wood, beech and Buckeye, all Saplings, thence South 7° W. eighty perches to two beech trees, thence North 83° E. (passing State road, at three perches) two hundred perches, to a Stake witnessed by a Sugar tree & beech tree one perch back thence North Seven degrees East Eight perches to the Beginning. Containing One hundred acres of Land, And the said J. & A. H. Thomas, being indebted to your Orator upon a Judgement, note given for goods. Sold & delivered by your Orator to said J. & A. H. Thomas, the sum of one thousand dollars, did on or about the Month of August A.D 1841. apply to your Orator to destroy said Judgement Note of one thousand dollars, and take a new note, secured by a Mortgage upon said premises that said Judgement note was accordingly destroyed and thereupon the said J. & A. H. Thomas to secure the payment of the same with lawful interest by their Deed duly executed and dated on or about the 30th day of August A.D 1841. conveyed the same premises to your Orator in fee simple, but subject nevertheless to a condition of defeasance on the payment of said Sum, of One thousand dollars with lawful interest on said Sum from the 1st day of May A.D 1841. Principal and Interest to be paid to your orator on the 1st day of May A.D 1842. as in and by said Note and Deed of Mortgage which are here with filed and made Part of this Bill will more fully appear Your Orator further represents that neither said Sum of One thousand dollars nor any part thereof (nor interest) was paid to your Orator at the time limited in that behalf whereby the legal estate in said Premises became vested in your Orator redeemable

never the less in equity on payment of the Principal and interest due and to become due thereon that the said Sum of One thousand dollars Principal and a large arrear of interest thereon being due he applied to the said J. & A. H. Thomas and requested them to pay the same to your Orator which they (or either of them) have hitherto wholly neglected and refused to do. Your orator further States, that since the date of said Mortgage, towit about the 14th day of January A.D. 1843. The said John Thomas procured a Deed to be executed to him, the said John in his own right for the same tract of land so Mortgaged as aforesaid to your Orator but described in said last mentioned Deed as follows. "Situate in the County of Union &c. Beginning for one hundred acres of land at a Beech and Ash in the North line of Survey N° 3238. Thence N 83° W. 200 poles to an Iron wood, Beech and Buckeye, all Saplings thence S. 7 W. 80 perches, to Beech trees thence S 83 E. passing State road, at 3 perches) 200 perches to a Stake witness by a Sugar & Beech, tree one perch back, thence N. 7° E. 80 perches to the Beginning containing and laid out for 100 Acres. Your Orator States that the description of said land as stated in said Mortgage is defective that the latter description which is the one contained in said Deed, to the said John Thomas is Correct Your Petitioner therefore prays that the writ of Subpoena may issue against the said John Thomas & Abel A. Thomas, that they may be Compelled, to answer all and Singular the premises, that an account may be taken of what is due to your Orator for his principal and interest upon said Mortgage, That the description of said land, as given in said Mortgage Deed, may be Corrected that said Mortgage premises (as corrected) 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, By Allison & Hall Sols for. Complainant, — Which said note refered to and made a Part of this Bill reads in the words and figures following towit $1000. On the first day of May next we promise to pay Michael Everett, One thousand dollars for value received with interest on that amount from the first of May last until due, August 30. 1841. John Thomas Abel A. Thomas, And the said Mortgaged Deed refered to & made a part of said Bill reads in the words and figures following towit Know all Men by these presents J. & A. H. Thomas, of the County of Union and State of Ohio, in Consideration of of the Sum of One thousand dollars to us in hand paid by Michael Everett of the City of Philadelphia and State of Pennsylvania have bargained and sold &

do hereby grant bargain sell and convey unto the said Michael Everett, his heirs and assigns forever the following premises Situate in the County of Union & State of Ohio. and in the Township of York and bounded and described as follows Beginning at a Beech and Ash in the place of two Sugar trees the Original North east Corner of said Survey N° 3238, and South east Corner to Survey N° 3237. thence eighty three degrees W. 200 perches to Ow Ironwood Beech & Buckeye, all Saplings thence S. Seven degrees West Eighty perches to two Beech trees thence S 83° E. passing State Road at 3 perches) 200 perches to a Stake witnessed by a Sugar tree 2 beech tree one Perch back thence N. 7° E. eight perches to the Beginning containing One hundred acres of land, To have and To hold said premises with the appurtenances unto the said Michael Everett his heirs and asisigns forever Provided Always and These presents are upon this Condition that whereas said D & A. Thomas have Executed to said Michael Everett their promisory Note of even date herewith for the payment of the following Sum of Money. Viz One hundred dollars on the first day of May AD 1842 with interest on that Sum from the first day of May AD 1841. until said note shall become due Said note is given in the place & for the same Consideration of a Judgement note of One thousand dollars dated May first One thousand Eight hundred and forty one payable one year after date given by said D. & A Thomas to said Michael Everet and which Judgement Note is now to be destroyed Now if the said D. & A Thomas shall pay said Sum of money to the said Michael Everet or his assigns when the same shall become due with the interest then these presents to be void otherwise to be and remain in full force, In Testimony whereof the said D. & A Thomas have hereunto set their hands and seals this 30th day of August AD 1841. One thousand eight hundred and Forty One John Thomas seal, A H. Thomas seal Executed in presence of P.B. Cole James Turner, The State of Ohio Union County ss. Before me James Turner a Justice of the Peace in and for said County personally appeared, the above named D. Thomas & A Thomas & severally Acknowledged the Signing and sealing of the above Conveyance to be their voluntary act & deed this 30th day of August AD 1841. James Turner J. P. Seal,

And afterwards to wit on the 26th day of March AD 184. The following writ of Subpana was issued which together with the Sheriffs endorsement thereon reads in the words & figures following to wit. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting We Command you to Summon John Thomas & Abel H. Thomas to appear before the Judges of our Court of Common Pleas at the Court House on the 16th day of April next ensuing to Answer a Bill in Chancery

exhibited against them by Michael Everett, and this they shall in no wise omit under the penalty of One thousand dollars and have then there this writ, Witness John Cassil Clerk of our said Court at the Court House this 26. day of March. A.D. 1844. John Cassil Clerk of Comm Pleas, (Sheriffs Return) Served by Certified Copy on John Thomas April 1. 1844. A. H. Thomas not found. W. W. Steele Sheriff And afterwards towit on the 16th day of April A.D. 1844. This Cause was Continued. And afterwards Towit on the Second day of July A.D. 1844. The following Subpoena in Chancery was issued which, together with the Sheriffs return reads in the Words and figures following Towit The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting We Command you that you Summon Abel. H. Thomas. to appear before the Judges of our Court of Common Pleas at the Court House forthwith to answer a Bill in Chancery, exhibited against him by Michael Everett. and this he shall in no wise omit under the penalty of one thousand dollars and have you then there this writ, Witness John Cassil Clerk of our said Court at the Court House this Second day of July A.D. 1844. John Cassil Clerk of Common Pleas, (Sheriffs return) "Served by certified Copy July 3° 1844. W. W. Steele Sheriff," and afterwards towit on the 1st Day of October A.D. 1844. This Cause came on to be heard upon the Bill and exhibits and the Defendants having failed to plead, Answer or demur. to Complainants Bill and the Court being fully Advised in the premises do find that the equity of the Case, is with the Complainant and the Court do also find that there is due to the Complainant on said Mortgage from the Defendants the sum of One thousands two hundred and five dollars and it is hereby Ordered and decreed, that the description of said land in said Mortgage mentioned be amended as prayed for in said Bill and that the lands and premises so amended as described in Complainants Bill were conveyed by the Defendants to Complainants to secure the repayment of said Sum The Court therefore further order adjudge and decree, that the Defendants do within twenty days. from the rising of this Court pay to the Complainant said Sum of $1205.00. together with the Costs of this suit or in default thereof that said Defendants be forever barred, and foreclosed from all equity of redemption of in and to said Mortgaged premises in Complainants Bill described and that the Sheriff of this County who is hereby appointed Special Master Commissioner for that purpose, proceed, to cause said premises to be appraised advertised and sold at public auction as upon Executions at law and that the money

arising from said Sale he bring into this Court on the first day of the next terms thereof to which time this Cause is continued, And afterwards towit on the 17th day of May A.D 1845. said Sheriff and Master Commissioner made his report herein in these words and figures towit. "Received this writ Nov. 22nd 1844. And the within lands appraised on the 18th day of March. 1845. by the Oaths of James C. Bennett James. W. Boyer & Peter Little, proceeded to have the same Advertised for Sale on the 10th day of May A.D 1845. between the legal hours May 10. 1845. offered the above lands for Sale at the Door of the Court House in said County and not Sold for want of Bidders offered by J. W Evans Dep: Wm M. Robinson Sheriff. And afterwards towit on the 28th day of May A.D 1845. This Cause was Continued as per former order, and afterwards to wit on the 19th day of August A.D 1845 the said Sheriff & Master made his further report in these words and figures viz. Rec'd this writ June 19 1845. July 18. 1845. Advertised the within described real estate in the Argus a Paper published in the County of Union for Sale at the Door of the Court House, in said County on the 18th day of August A.D 1845. August 18 1845 offered the within lands for Sale at the Door of the Court House aforesaid, and not sold for want of bidders Wm. M. Robinson Sheriff. And afterwards towit on the 19th day of August A.D 1845. On Motion of Complainant, the aforesaid praisment herein is set aside and new Appraisment ordered, and this Cause Continued under former order of Sale And afterwards towit on the 28th day of October. A.D. 1845. The said Sheriff and Master in Chancery made his report in this Case in these words and figures following towit," Received this writ 20th day of September A.D 1845. in accordance with the Command of the within writ I had the within described, real praised by the Oaths of William Hartford George Davis & Ephraim Farrington at Three dollars pr Acre 24th 1845. Advertised the same for Sale at the Door of the Court House in said County on the 22nd day of October A.D 1845 between the legal hours And on the 22nd day I exposed the same for Sale by Public Out cry agreeable to the Statute and the Notice of Sale aforesaid and the same was Sold and Struck off to Joseph H. Geiger for the Sum of two dollars pr Acre, making in all Two hundred dollars he being the highest and best bidder and that amount being 2/3 of the Appraisement thereof Wm M. Robinson Sheriff and Special Master And afterwards to wit Now on this day towit the 30th day of October A.D 1845 The Court having examined the proceedings of the Sheriff and Special Master Commissioner and the Sale by him made upon the order issued in this Case, as upon a judgement at law

and being Satisfied that said Sale has in all respects been made in Conformity to the provisions of the Statue in Such Case made and Provided and the decree of this Court, do order that said report made to this Court bearing date &c and all the matters & things therein Contained do Stand ratified and Confirmed and it is further ordered That the said Sheriff and Special Master Commissioner, convey the said lands and tenements so sold by him as aforesaid to the said Joseph M. Geiger in fee simple.

$2.65 Attest John Cassil Clerk

John Reed 3d &
A. Reyes Admrs
vs.
Catharine Seaman, et al.

Pleas before his Honor Joseph R Swan Esqr President Judge &c. & Hung. James R. Smith & Christian Myers his associate Judges at a Court of Common Pleas began and held at the Court House in the Town of Manspield within and for the County of Union and State of Ohio, on the Twenty Ninth day of October A.D. One thousand Eight hundred and Forty five Be it remembered that heretofore towit on the 3d Day of July A.D 1843. the said Administrators by Wm. O. Lawrence their Solicitor filed herein their Petition to Sell Land, which said Petition reads in the words & figures following towit. "To the Honorable the Judges of the Court of Common Pleas when in Chancery sitting John Reed 3d and Andrew Reyes Administrators of Jacob Seaman late of this County deceased would respectfully represent, that they have proceeded in Settling said estate so far that they have ascertained that the assetts of said estate amount to $184.00 that the attested Liabilities on the same $1236.00 leaving a Ballance against said 1052. That the only means to discharge this same will be by a Sale of an equity in Inlot N°(3) So Known and described in the Town of Milford this County that there is a Ballance due the vendor of said Lot but no means in the hands of the Administrators to Satisfy the same, The prayer of your petitioners is that Catharine Seaman Widow & Angeline Esther, Elizabeth, & Philander Seaman, Children and minors be made defendants, and the said Administrators further Charge that the legal estate in said premises above described is in the heirs of William Snodgrass late of this County deceased, towit Emaline Snodgrass Albert Snodgrass, Viola Snodgrass, and Delmore all infants and that Sarah Snodgrass, his widow and entitled to Dower and further that William Porter was regularly appointed Administrator of the said

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Williams Snodgrass, decd all of whom your Petitioners pray may be made defendants to this Bill, and that or either of them may answer Specifically the allegations herein contained and especially, that the said administrator may State the amount due the estate of said Snodgrass. on the said land, and the Prayer of this bill is that on final hearing the said premises may be sold subject to the order of this court and the said William Porter as such administrator authorized to execute the necessary Deed, to the Purchaser and your Orator Prays other and further relief in the Premises by W.C. Laurence, their Solicitor and afterwards towit on the 3d day of July A.D 1843. The following Writ of Subpoena was issued viz The State of Ohio Union County ss. To the Sheriff of said County Greeting. We Command you that you Summon, Sarah Snodgrass, William Porter Emeline Snodgrass Albert Snodgrass Viola Snodgrass, Delmore Snodgrass. Catharine Seaman, Angeline, Easter, Elizabeth, and Rhulandus Seaman; to appear before the Judges of our Court of Common Pleas, at the Court House on the first day of our Term next ensuing to Answer a Bill in Chancery exhibited against them by John Reed 3d, & And Andrew Reyes Administrators of the estate of Jacob Seaman and this they Shall in no wise Omit under the Penalty of One thousand dollars, And have then and there this writ, Witness John Cassil, Clerk of our said Court, at the Court House, this 3d
L.S. day of July A.D 1843. John Cassil Clerk and afterwards to, wit on the 4th day of July A.D 1843. The said Sheriff made re-turn of said writ endorsed as follows towit" Served by Certified Copies on the within July 4th 1843. W. W. Steele. Sheriff, And afterwards towit on the 19th day of October A.D 1843. William Porter Administrator of William Snodgrass, filed herein his Answer which said Answer reads in the words and figures following towit, The Seperate Answer of Wm Porter Admr. of William Snodgrass, to the Bill of Complaint exhibited against him and others by John Reed & A. Reyes Admrs, This Defendant now comes and for Answer, to so much thereof as he is advised is material Says that there is due, the estate of said Wm. Snodgrass, from the Compts, as Admrs of Jacob Seaman as a balance upon said lot the sum of
as found by settlement now due, and the prayer of Deft, is that the Court would Authorize and order and direct a Deed to be made to the purchaser of said Equity at this time by this Deft, to save further Costs and delay and as in duty bound bound he will ever pray &c by W.C. Laurence his Sol, And afterwards towit on the same day and year last aforesaid, came Sarah Snodgrass and filed herein her Seperate answer, which reads in the words and figures following towit " The seperate Answer of Sarah Snodgrass to the Bill exhibited against herself and others by the Administrators of Andrew

Reyes v. John Reed 3d. Admr of Jacob Seaman, in the Unia Common Pleas, This Defendant now comes and for Answer to said Bill says that she knows of and admits the sale of the said lot in the said Bill described by her late husband, to the said Jacob Seaman, and admits the necessity of the sale of said lands and lot as charged and under the circumstances prefers to relinquish her right of Dower in the said Lot, which she now does & claims her share of the proceeds arising and coming therefrom in the hands of the Admrs. of Wm Snodgrass and having thus fully Answered, prays to be dismissed with her Costs Sarah Snodgrass, And afterwards towit on the 19th day of October AD 1843 On motion to the Court by Mr. Lawrence counsel for the Petitioner ordered that D.B. Cole be appointed Guardian Adlitem for infant defendants in this Case who thereupon appeared in open Court and Accepted said appointed and this Case is Continued, and afterwards towit on the 20th day of October 1843 Came the said D.B. Cole Guardian Adliten and filed herein his answer, which said answer reads in the words and figures following towit "John Reed 3d Andrew Reyes Administrators of Jacob Seaman vs. Katharine Seaman et al In Unia Common Pleas, Petition to sell land, and Town Lot in Milford, The Joint Answer of Adaline, Esther, Elizabeth and Philander Seaman, and, Emeline, Albert, Viola, and Delmore Snodgrass, infant Defendants to this Bill, These Defendants now comes and says that in Consequence of their tender age, they are neither able to deny or admit the several Allegations in the said Bill contained but Submit, that the right and equity of the Case, may be ordered, and decreed, by the Court and pray that the Court may see to their interests in the premises, and as in duty bound &c, By D.B. Cole, Guardian adlitem for said infant defendants, And afterwards towit on the 16th day of April 1844 This Cause was continued, and afterwards towit on the 1st day of October AD 1844. This Cause was continued And afterwards towit on the 27th day of May AD 1845 Came Catharine Seaman and filed herein her Answer which said Answer reads in the words and figures following towit The Separate Answer of Catharine Seaman to the Petition exhibited against himself and others in the Unia Com Pleas. This Defendant now comes and for Answer to said Petition so far as she is concerned says that she admits the several Allegations in the said Bill Contained and submits her Case, to the adjudication of the Court upon the facts as set forth and as in duty bound she will ever pray &c. This is to Certify that I. Caroline Seaman do hereby relinquish all right to Dower Caroline Seaman and afterwards towit on the 28th day of May

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A.D. 1845. This Cause Came on to be heard upon the Bill and Answer of Defendants and was argued by Counsel and the Court on due deliberation and consideration do find that the Sale of the premises is necessary and do order that the said Administration cause the said Premises described in the said Bill to be appraised by the oaths of Cyprian Lee Sumner Payne and David Burnham three disinterested freeholders and of Kin to neither of the Parties and that they make return of said appraisement Clear of Dower of the said Sarah Dec'd grass. forthwith to this Court. And afterwards towit on the 30th day of May A.D. 1845. the said Comonissioners made their report in the words and figures following towit We the undersigned being appointed by the Court of Common Pleas for Unia County to appraise the Real estate of Jacob Seaman Deceased and after being duly sworn as the law directs we proceeded to view said property and we therefore appraise the same at Six hundred dollars Given under our hands this 29th day of May A.D. 1845. Cyprian Lee, Sumner Payne, David Burnham, State of Ohio Town of Milford Before me Andrew Reyes Mayor of the Town of Milford Personally appeared Sumner Payne, v. Cyprian Lee, and was qualified as the law directs to well and truly appraise the real estate property of Jacob Seaman Dec'd and make return thereof to the Court as the law directs given under my hand and Seal this 29th day of May 1845. Andrew Reyes Mayor of said Town. I hereby Certify that David Burnham was duly sworn before me in the above case May 29. 1845. James Turner J.P. and afterwards towit on the 30th day of May A.D. 1845. On motion to the Court by Mr Lawrence Counsel for the Petitioners and upon producing the appraisement made herein by David Burnham C. Lee, & Sumner Payne, under a former order of this Court it is ordered that the said John Reed & A. Andrew Reyes, Administrators of the estate of Jacob Seaman dec'd proceed according to Law, to Sell the real estate in said Petition described Clear of Dower and upon the following Terms towit One third Cash in hand, One third in one year and the residue in two years, with interest from the day of Sale to be Secured by Mortgage on the premises. And it is further ordered that said Administrators make return of their proceedings in the premises to the next Term of this Court, And afterwards towit on the 19th day of August A.D. 1845. The said Administrators made their return in this Case in these words and figures towit." In pursuance of the within order I proceed to advertise and offered the same within named property for Sale at the place within Specified on the 19th day of July 1845. and Could not sell for want of Bidders and proceeded to advertise and offered the same for Sale on the 19th day of August at 3 Oclock

P. M. and. could not sell for want of Bidders Given under my hand this 19th day of August. 1845. Andrew Reyes one of the Administrators of the within named estate And afterwards towit on the 19th day of August A.D. 1845. This Cause was continued under former Order. And afterwards towit on the 29th day of October A.D. 1844. The said Administrators filed herein their report in the words and figures following towit In pursuance of the within order I proceeded to Advertise according to Law and have inclosed a copy of said Notice, to sell said property at the door of the Court House, in Marysville, Union County Ohio on the 28th day of October 1845. at 3 O'clock P.M. At which time and place I appeared at the place aforesaid and cried the sale and David M. Silver bid Four hundred dollars and no other man bid on said property and after crying said bid a reasonable length of time and giving timely Notice that I should strike it off if soon, the bid being two thirds of the appraised value I then struck it off to said David M. Silver In Testimony whereof I have hereunto set my hand this 29th day of October 1845. John Reed 3d Andrew Reyes Admrs, And afterwards towit now on this day towit the 29th day of October A.D. 1845. The Court having this day examined the Proceedings of the said Administrators and the sale by them made upon the order issued in this Cause and being satisfied that said Sale has in all respects been made in Conformity to the provisions of the Statute in such Cases made and provided do order the Clerk to make an entry on the Journal, that the Court are satisfied of the Legality of the Sale and that he also enter an order on the said John Reed 3d and Andrew Reyes administrators to make to the Purchaser a Deed for the lands and tenements so sold all of which is accordingly entered,

$2.19

X George Gunderman
vs
Barbary Geer and.
Heirs of John Geer decd,

Pleas before his Honor Joseph R. Swan Esqr. President, James R. Smith, Silas Q. Strong and Christian Myers, 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 October A.D. 1845. in the year of our Lord One thousand Eight hundred and Forty five,

Be it remembered that heretofore towit on the 16th day of June A.D. 1845. George Gunderman by

by his Solicitor filed herein his Bill in Chancery, which said Bill reads in the words and figures following Towit State of Ohio Union County To the Honorable Judge of the Court of Common Pleas in and for the County of Union in Chancery sitting. Humbly complaining Sheweth unto your honor. Your Orator George Gunderman of the County of Union and State of Ohio. That John Geer of the County of Union and State of Ohio now deceased, was on or about the Seventeen Day of July Eighteen hundred and forty zero in fee simple of a certain tract or parcel of land, situate in said County of Union and State of Ohio which is hereinafter more particularly described and the said John Geer being desirous to dispose of the said lands entered into a verbal agreement, with your Orator for the Sale thereof to him which agreement was concluded by and between your Orator and the said John Geer and is in substance as follows, that if your orator would agree to pay the said John Geer One hundred and Sixty Six dollars, in Money he the said John Geer would let your orator have his Choice of two lots of land lying together in one tract and would execute and deliver a Warrantee Deed, in fee simple for the same to your orator which said lot of land should contain Forty one acres and a half more or less, to which your orator agreed to, and the amount of one hundred and Sixty Six dollars, to the said John Geer. on or about the Seventeenth day of July Eighteen hundred and Forty for the said tract of land, selected by your orator and being more particularly described as beginning at a Stake in Simpsons. line otherwise Witten thence with said Simpsons line N 80 E. 90 poles. to a Hickory and Elm, thence S. 10 E. 71 poles to an Oak and Maple thence S. 80 W. 90 poles to an Oak and Elm, thence N. 10 W. 71 poles to the beginning the minutes of of the above Survey are herewith filed and made part of this Bill The above described parcel or tract of land was purchased by your orator and designed to be conveyed, to your Orator by the said John Geer in his life time and your Orator further Sheweth unto your Honors that he has in all respects complied with the terms and conditions of the said Agreement, on his Part, to be performed. And your Orator further Sheweth unto your honors, that the said John Geer did put your orator in full possession & enjoyment, of the above described premises and that your Orator hath made large and extensive improvements thereon And your Orator further Sheweth unto your honors, that he did apply to the said John Geer and requested him specifically to perform, his part of the said Agreement to which the said John Geer and Barbary Geer wife of the said John Geer, did Execute and deliver their Warantee Deed in fee simple of a certain tract of land, containing Forty one acres and a half lying and adjoining to the above mentioned and described

lot of land which said Deed is herewith filed and made part of this Bill. Your Orator further sheweth unto your honors. that the said Deed described a tract or parcel of land, lying and being in the County of Union and State of Ohio and being part of Survey No 4069. Beginning at a Burr oak Ash and Hickory Southwesterley corner to Wms Simpsons land, thence with his line and course thereof N 80 E. 84 poles to a Stake thence S. 10 E. 72 poles to an Oak and Elm thence S. 80 W. 90 poles to two Oaks and a hickory in the wes = terley original line of the survey thence with said line correcting the course thereof N. ¾ W. 72 poles to the beginning containing Forty one acres and a half, be the same more or less. which said Deed of Conveyance for the last describ tract of land was executed and delivered to your orator by the said John Geer and Barbary Geer his wife on or about the 28th day of October 1840. And your Orator further Sheweth unto your honors, that the said Deed of Convey = ances does not in truth or fact. cover or describe said premises first described which was purchased by your Ora = tor from the said John Geer. And your Orator further Shew eth unto your honors. that he is greatly in danger of bing ousted or dispossessed of said premises he now occupies by the heirs and legal representatives at law of the said John Geer. decd. and that your Orator is ready and willing to release, at any time unto the legal heirs and repre = sentatives at law of the said John Geer. decd all that tract or parcel of lands, described by the said Deed, of Conveyance, made and executed to him by the said John Geer in his lifetime And your orator further Sheweth unto your Honors. that the said Deed of Conveyance from the said John Geer to your Orator was not made as through frands or Covin but through a mistake in the description of the first mentioned premises And your Orator therefore prays that the said Barbary Geer. wife of the said John Geer deceased, and his legal heirs at law. Margaret Geer, Margaret Barbary Geer, Leonard Geer Mariah Geer may be made defendants to this Bill and that the writ of Subpoena may issue against the said Barbary Geer. wife of the said John Geer decd and legal heirs at law Margaret Geer. Margaret Barba ry Geer Leonard Geer Mariah Geer. and that they may be compelled to Answer all and singular the premises And your Orator further prays that he may be Quieted in his title and that the heirs of John Geer may be Specifically decreed to make unto your orator a good and Sufficient Deed free of all incumberance for the said tract of land he purchased of the said John Geer and that your Orator may have such other and further relief in the premises as equity and Good conscience may require J. B Doughty Sol. for Compts.

and the said Field notes refered to and made a part of said Bill. reads in the the words and figures following towit, Discription of land. Surveyed for John Geer May 8. 1838-42 acres beginning at a Burroak ash and Hickory South Westerly Corner to William Simpsons land thence with his line and course thereof N 80 E. 84 poles to a Stake thence S 10 E. 72 poles to an Oak and Elm thence S 80 W. 90 poles to two Oaks and a hick-ory in the Westerly Original line of the Survey thence with said line correcting the Course thereof N 5 W. 72 poles to the Beginning also 42 Acres assigned for George Gunderman Beginning at a Stake in Simpsons line otherwise Witter thence with said Simp-sons line N 80 E. 90 poles to a hickory and Elm thence S. 10 E. 71 poles to an Oak & Maple thence S. 80 W. 90 poles to an Oak and Elm thence N 10 W. 71 poles to the Beginning. Also 100 acres de-signed for Leonard Geer beginning at two oaks and a hickory thence N 80 E. 190 poles to an Oak and Maple thence S. 10 E. 20 poles & 17 links to a hickory and Sugar tree thence N 80 E. 88 P. to 3 Oaks, on the Margin of the London road, thence with said road S. 11 W. poles to a hickory & oak north easterly corner to 100 acres of land, Sold by John Geer to John Sellers thence with said Sellers line S 80 W. 260 poles to 2 hickories Elm & Sugar tree thence N 9 W. 49 poles to a Sugar tree and 2 small Ironwoods thence N. 5 W. 20 poles & 17 links to the Beging and the said Deed refered to and made a part of the Bill reads in the words and figures following towit. "This Indenture made and concluded this 17 day of July in the year of our lord one thousand eight hundred and Forty by and between John Geer and Barbary Geer his of the County of Union and State of Ohio of the first part and George Gunderman of the County and State of the other part Witnesseth that for and in Consideration of the Sum of One hundred and Sixty Six dollars to us in hand paid the receipt where of we do hereby acknowledge have given grant-ted bargained sold and do by these presents give grant bar-gain and sell unto the said George Gunderman and unto his heirs and assigns forever the following described tract or parcel of land lying and being in the County of Union and State of Ohio and being part of survey No 4069. begin-ning at a Burroak Ash and hickory Southwesterly corner to William Simpsons land, thence with his line and course thereof N 80 E 84 poles to a stake thence S 10 E. 72 poles to an Oak & Elm thence S 80 W. 90 poles to 2 Oaks & a hickory in the westerley original line of the survey thence with said line Correcting the Course thereof N 5 W. 72 poles to the begin-ning containing Forty one and a half acres, be the same more or less. To have and to hold said Premises with all the privileges and appurtenances there unto belonging or in any wise appertaining unto him the said George Gunder-man and unto his heirs and assigns forever and the said John Geer and Barbary his wife do promise cove-nant and agree to and with the said George Gunderman his heirs and assigns that they will forever Warrant &

defend. the premises aforesaid unto the said George Gunderman and unto his heirs and assigns forever against the lawful Claims and demands of all persons whomsoever In Testimony whereof the said John Geer and Barbara his wife have hereunto set their hands and seals the day and year above written John Geer Seal, Barbara Geer Seal Executed in the presence of us John Dolby Henry Snider State of Ohio Union County ss. Personally appeared before me a Justice of the Peace, in and for said County John Geer and Barbara Geer his wife, the within named grantors and Severally Acknowledged the signing and sealing of the Foregoing Deed, of conveyance to be their free act and deed, the said Barbara Geer wife of the said John Geer, being at the same time examined by me seperate and apart from her said husband, and the contents being made known to her declared that she did voluntarily sign seal and Acknowledge the same, without fear or coercion of her said husband, and that she is still Satisfied therewith. Given under my hand officially this 20th Day of October A.D. 1840 John Dolby J. P. Seal, And afterwards towit on the 16th day of June, A.D. 1843. the following writ of subpoena issued viz. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting We commond you that you Summon, Barbary Geer wife of John Geer decd. Margaret Geer, Margaret Barbara Geer Leonard Geer & Mariah Geer, heirs at law of John Geer decd to appear before the Judges of our Court of common Pleas, at the Court House on the first day of the Term next ensueing to Answer a bill in Chancery exhibited against them by George Gunderman and this they shall in no wise omit under the penalty of One thousand dollars and have then and there this writ S.D. Witness John Cassil Clerk of said Court at the Court House, this 16th day of June A.D. 1843. John Cassil Clerk of Com. Pleas, And the Sheriff made his return on said writ in these words and figures, viz" Rec'd this writ June 16. 1843 Served the within writ by delivering a certified Copy of the within writ to each of the within named defendants June 21st A.D. 1843. Wm M. Robinson Sheriff And afterwards towit on the Nineteenth day of August A.D. 1843 this Cause was Continued And afterwards towit on the 20th day of October A.D. 1843. The said Barbara Geer filed herein her Answer which said Answer reads in the words and figures following towit The State of Ohio Union County ss. Personally appeared before me Phillip Snider a Justice of the Peace, within and for said County Barbary Geer and made Solem Oath that the Allegations, and all matters and things set forth in the Bill in Chancery hereunto attached towit George Gunderman ver. Barbara Geer widow and heirs of John Geer deceased, are in all things substantially true in substance and in fact, Barbara Geer. Sworn to and

Subscribed b
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Silas G
Joshua
James

Subscribed before me this 29th day of October 1845. Phillip Snider J.P. And afterwards to wit on the 28th day of October A.D. 1845. J. E. Rosette Guardian Ad litem for the minor children, which said
In his answer. which said Answer reads in the words and figures following towit" Mariah Geer Leonard Geer. Martha Geer. Barbara Geer. ads George Gunderman, Union Common Pleas. October Term. 1845. The Joint Answer of Martha. Geer Leonard Geer Barbary Geer Mariah Geer heirs at law of John Geer. by John E. Rosette their Guardian Ad litem. the said John E. Rosette says that the matters and things contained and set forth in the Bill of John Gunderman are true and correct according to the best of his Knowledge, and I Know of no cause why the Prayer of said Bill should not be complied with; and the Judgement of the Court. had accordingly John E. Rosette, And afterwards towit, now on this day towit the 30th day of October A.D. 1845. This cause came on to be heard, upon the Bill Answer and exhibits and the Court being fully advised in the Premises do find that the equity of the case, is with the complainant, do order adjudge and decree, that the defendants execute and deliver to the complainant a good and sufficient Deed, of conveyance to the complainant in thirty days from the rising of said Court for the following premises towit Forty one acres and a half be the same more or less, and being more particularly described Beginning at a stake in Simpsons line otherwise Witters thence with said Simpsons line N 80 E. 90 Poles to a hickory & Elm, thence S 10 E. 71 poles to an Oak and Maple, thence S 80 W. 90 poles to an Oak & Elm thence N 10 W. 71 poles to the Beginning and in default thereof that this decree operate as a Conveyance, for the same. And is further ordered that said Complainant deliver to the Defendants heirs at law of John Geer. deceased, a release of the premises described and conveyed to him in the Deed as set forth in the Bill And it is further ordered that Complainant pay the cost of this suit within Sixty days from the rising of this Court and in default that execution issue therefor as upon Judgements at law.
$2.50 Attest, John Cassil Clerk

Wray Thomas. }
" } Pleas before his Honor Joseph R Swan
Silas G. Strong } Esqr President, Silas G. Strong James
Joshua Sudry J. } R. Smith and Christian Myers his asso-
James Bell } -ciates Judges at a Court of Common Pleas.
Began and held at the Court House
in The Town of Marysville, within &
for the County of Union and State of Ohio, on the Twenty
eight day of October in the year of our Lord One Thousand
Eight hundred and Forty five, Be it remembered that
heretofore towit on the 19th day of August A.D. 1845
Wray Thomas sued out of the Clerks office of the said Court

his writ of Summons, which said writ, together with the endorsement thereon, and the Sheriffs return reads in the words and figures following towit "State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you to summon Silas G. Strong, Joshua Judy and James Bell, 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 Wray Thomas in a plea of assumpsit Damages Five hundred dollars, and have you then there this writ, Witness John Cassil Clerk of said Court at the Court house aforesaid &c. this 19th day of August A.D. 1845. John Cassil Clerk (Endorsement) "Suit brot on note of hand given by Defendants to Plaintiff for the sum of two hundred dollars dated October 31. 1839. and payable eighteen months after date with interest also for goods sold and delivered money lent had and received &c. Aug 19th 1845. R. Thomas atty for Plaintiff" (Sheriffs return) "Served by Copy. this writ by delivering a certified Copy of this writ to each of the within named defendants Aug 20th 1845. Wm M. Robinson Sheriff" And afterwards towit on the 20th day of August A.D. 1845. Came the Plaintiff and filed herein his Declaration, which said Declaration reads in the words and figures following towit "State of Ohio Union County ss. Court of Common Pleas August Term 1845. Wray Thomas Complains of Silas G. Strong, Joshua Judy and James Bell in a plea of assumpsit for that whereas the said defendants on the 31st day of October A.D. 1839. at the County aforesaid made their promissory note in writing and delivered the same, to the said Wray Thomas, and thereby promised to pay the said Wray Thomas or order Two hundred dollars in eighteen months 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 the said note to the said Wray Thomas according to the tenor and effect thereof and also for that whereas the said Defendants on the 31st day of October A.D. 1839. at the County aforesaid was indebted to the said Plaintiff in 400 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 400 dollars for the price and value of goods then and there sold and delivered by Plaintiff to Defendants at the request, And in 400 dollars for the price & value of work then and there done and for the materials for the same provided by Plffs. for Defendants at their request and in 400 dollars for money then and there lent by Plffs to Defts. at their request, And in 400 dollars for money then and there paid by Plaintiff for the use of Defendants at their request and in 400 dollars

for money then and there recvd by Defts for use of Plaintiff and in 400 dollars for money found to be due from Defendants to Plaintiffs on an account then and there Stated between them and whereas the Defendants afterwards on the 1st day of January A D 1845. 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 said Several sum of money or either of them nor any part thereof to the damage of the Plaintiff Five hundred dollars and thereupon he brings suit by R. Thomas his atty. And afterwards towit Now on this day towit the 28th day of October A D 1845. This day came the said Wray Thomas by his Attorney. and thereupon came the said Silas G. Strong relinquishing his plea and says that he cannot deny the action of the said Wray Thomas, but that he did assume and promise in manner and form, as the said Wray Thomas hath Complained against him and confessed that the said Wray Thomas has sustained damage by reason thereof to the amount of One hundred Eighty Six dollars and eighty Seven cents and the said Joshua Judy and James Bell though Solemnly called came not but made default, wherupon It is considered that the said Wray Thomas, ought to recover his damages by reason of the premises and neither party requiring a Jury and the court being fully advised in the premises do assess, the damage of the said Wray Thomas to One hundred eighty Six dollars and eighty Seven cents Therefore it is considered that the said Wray Thomas recover of the said Silas G. Strong Joshua Judy and James Bell, the said sum of $186. 87 cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to dollars
The said Joshua Judy & James Bell are Sureties
$.94 Attest John Cassil Clerk

Wm B. Irwin and
Cyprian Lee
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The Board of Com.
-missioners of Union
County.

Pleas before his honor Joseph R Swan, Esqr. President, Silas G. Strong, James B. Smith and Christian Myers 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 October in the year of our lord one thousand Eight hundred and Forty Five. Be it remembered that heretofore towit on the 18th day of August A D 1845. The Parties by their attornies filed herein an agreed Statement of Facts in this Case, which said Agreed Statement reads in the words and figures following towit

Cyprian Lee and William B. Irwin v. The Board of Commissioners of Union County In Union Comm Pleas. August Term A.D. 1845. In assumpsit
The Parties herein come amicably waiving Process and Submit this Case to the Court, for decission, upon the following agreed Statement of facts viz On the 16th day of March 1838. O. Winget and James M. Gill his security executed to the Treasurer of Union County their note of hand, jointly and Severally promising to pay Two years after date for the use of Said County One hundred and fifty five dollars, with interest payable Annually Said Winget died intestate leaving Said Note unpaid on the first day of November 1839 by Cyprian Lee and William B Irwin, the Plaintiffs in this Case, were regularly appointed by this Court Administrators of the estate of Said Winget on the 5th day of December 1839. Said Administrators Sold at Public Sale the personal property of said estate including the Old Court House building standing upon a lot belonging to said County it being the same building for the absolute property in which together with a lease for years of the lot on which it Stood Said Note of said Winget and Gill was originally given to said Treasurer, At said Sale said building and lease were sold to Robert McBratney and Stephen McLain who to secure the purchase money therefor executed to Said Administrators their two Several notes of hand, one for eighty eight dollars payable December 5. 1840. and the other for eighty eighty eight dollars and fifty cents payable June 5. 1841. On the 14th day of December 1839. Said Administrators, believing Said estate to be Solvent, gave to Said Commissioners the said notes of Said McBratney and McLain together with the undivided due bill of Said Administrators for Six dollars and Ninety Six cents in all One hundred and Eighty three dollars, and Forty Six cents that being the then amount of Said Note given by Said Winget and Gill as aforesaid, including interest and Said Commissioners received Said notes of Said McBratney and McLain together with Said due bill of Said Administrators payment of Said note given as aforesaid by said Winget & Gill. For Said payment, Said Administrators took the receipt of Said Commissioners Said Administrators at the Same time lifted Said note given as aforesaid by Said Winget and Gill out of the hands of Said Commissioners and have preserved and Still preserve the Same, Between three and Four years ago Said Administrators ascertained that Said Estate would be insolvent and they thereupon requested and have since frequently requested Said Commissioners to repay

the amount there of excepting so much there of as the said Commissioners might be entitled to retain as a pro rata payment upon the said claims of said County against said estate but said Commissioners declined at all times compliance with said request and still decline compliance therewith unless the Court shall be of opinion that the law of the case is with the said Plaintiffs, In computing the dividend to be to the Creditors of said estate said Administrators have included in the amount of their liability to said Creditors the whole of said payment to said Commissioners. All of the foregoing facts were known at the times of the happening thereof, and ever since, to the said James M. Gill, This suit is brought to recover back the amount of said payment made to said Commissioners, as aforesaid, excepting so much thereof as they may be entitled to retain as a pro rata payment, upon said Claim of said County against said estate, Alway Curry atty for Plffs. D. B. Cole Atty for Defts, and afterwards towit on the Tenth day of September A.D 1845. came the Plaintiffs by their attorney and filed herein their Narratio, which said Narration reads in the words and figures following towit." State of Ohio Union County ss. In Union Common Pleas, August Term, A.D 1845. Cyprian Lee & William B. Irwin Complain of the Board of Commissioners of Union County in a plea of Affrumpsit, for that whereas C. Winget and James M. Gill, his security on the 16th day of March 1838. at the County aforesaids executed to the Treasurer of said County, their note of hand, jointly and severally, promising to pay, Two years after date, for the use of said County. One hundred and fifty five dollars with interest payable annually, and said Winget died intestate, leaving said note unpaid, And the said Plaintiffs Cyprian Lee and William B. Irwin afterwards, on the first day of November 1839. at the County aforesaid were regularly appointed by this Court Administrators of said Winget, And the said Plaintiffs as Administrators aforesaid afterwards, on the 14th day of December. 1839. at the County aforesaid believing said estate to be solvent, gave to said Commissioners Defendants in this case two several Notes of hand, executed by Robert McBratney & Stephen McLain one for Eighty eight dollars and the other for eighty eight dollars and fifty cents, together with the individual due bill of said Plaintiffs for five dollars and Ninety five cents being in all one hundred and eighty three dollars and Forty five cents, as payment of said note given by said Winget and Gill as aforesaid including interest and said Defendants then and there received said Notes of said McBratney & McLain together with said Duebill

of said Plaintiffs as payment of said note given as aforesaid by said Winget & Gill and afterwards towit on the 1st day of September 1841. at the County aforesaid said Plaintiffs ascertained that said estate would be insolvent and they thereupon then and there requested said defendants to repay the amount paid as aforesaid by said Plaintiffs to said Defendants and afterwards, on the day and year last aforesaid at the County aforesaid the said Defendants in consideration of the premises promised to pay to the said Plaintiffs, the amount of the aforesaid payments of One hundred and eighty three dollars and forty six cents yet the said Defendants have disregarded their promise, and have not paid said sum of money, or any part thereof, And whereas, also the defendants on the 3d day of September 1841. at the County aforesaid were indebted to the Plaintiffs in three hundred dollars for the price and value of Goods then and there sold and delivered by the Plaintiffs to the defendants at their request, and in three hundred dollars then and there received by the defendants for the use of the Plaintiffs And in Three hundred dollars found to be due from the Defendants to the Plaintiffs on an account then and there Stated between them, And the defendants afterwards on the day and year last aforesaid in Consideration of the premises respectively promised the said Plaintiffs to pay to them the said last mentioned sums of money, on request, yet the defendants have disregarded their promises & have not, nor hath either of them paid any of the last mentioned money's or any part thereof, to the damage of the Plaintiffs Three hundred dollars and thereupon they bring their suit &c by Atty-ay Curry their Atty, And afterwards to wit on the 21st day of October AD 1845 the Defendants by Cole their Atty, filed herein their Plea, which said Plea reads in the words and figures following towit "Commissioners of Union County ads Cyprian Lee & William B. Irwin Assumpsit, and the said defendants comes and defends &c. and say that they did not assume and promise in manner and form as the said Plaintiffs hath declared, against them and of this they put themselves upon the Country and the said Plaintiff doth the like By W. B Cole atty for Defendant, And afterwards towit now on this day to wit the 29th day of October AD 1845 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

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advised in the premises do find that said Board of Commis
=sioners did not assume and promise in manner and form as
the said Wm B Irwin and Cyprian See hath complained a
=gainst them, Therefore it is considered by the Court, that the
said defendants Go hence, without day and recover of the
said Wm B. Irwin and Cyprian See their costs in this be
half expended, taxed to dollars.
pl. 72 attest John Cassil Clerk,

John T. Lemmon. 2.
John Randall as
Administrators of
John Hoskins deceased,
"
John Clarke

Pleas before his Honor Joseph R.
Swan Esqr. President, Silas G. Strong
James R. Smith & Christian Myers his
associate Judges at a Court of Com
=mon Pleas Began and held at
the Court House in the Town of Mans.
=ville within and for the County of Wm.
=ion and State of Ohio, on the Twenty ninth day of October in
the year of our Lord, One thousand eight hundred and Forty
five, Be it remembered that heretofore towit on the
20th day of August A.D. 1845. the Plaintiffs in this case by
J. M. Crawford their Atty, filed herein the following transcripts
which said Transcripts reads in the words and figures follow
ing towit" John T. Lemmon and John Randall, Adminis
trators of John Haskins deceased, vs, Elisha Higbe, Debt
Debt - - - $ 6.20 brought on a note executed by Defendant to
J.P. Fees Summon. .12½ Nicholas Handy or bearer for Five dollars
" Judgement .25 bearing date Febr. 4. 1841. due from date
" Bail .25 Janry. 16. 1842. Summons issued and handed to
" 1st Execution .25 J. Reed, for appearance on the 20th instant at
" Scira Facias 25. - 12 Oclock. M. of said day. Janry. 16. 1842. the
" Judgement 25 Summons returned served by reading to defend
" 2d Execution 25 ant on the 16th of June 1842. J. Reed Const.
" Fr: & Satisfac 41 Const cost. Serv 10. mile 15. - 25. June 20th 1842
J.P. Total 2.03½ 12 Oclock M. Defendant appeared and
Const. Summ: & Execut .60 acknowledged the Claims Just, Therefore it
Scira: & Execut .60 is considered by me that the Plaintiffs
Total Amount $ 9.43½ recover of the defendant, Elisha Higbe
the sum of Five dollars, Thirty two cents, debt, including the
interest and their Cost taxed at Sixty two cents J. B. W. Haynes
J. P. In the action of John T. Lemmon, and John Randal, as
Administrators of John Haskins deceased, against Elisha
Higbe I. John Clark do acknowledge myself Bail for Elisha
Higbe for stay of Execution for the sum of Five dollars Twenty
five cents to be levied of my goods and chattles lands &
tenements if default be made in the condition following
which is, that the said Elisha Higbe shall pay the amount
of the Judgement rendered in the action aforesaid to
=gether with interest and cost that may accrue in said
action John T. Clark, Taken Signed and acknowledged

this 21st day of June, 1842. J. B. W. Haynes. J.P. March 12th 1844. Execution issued and handed to J. Reed. Const. March 16. 1844. Execution returned Endorsed Nt property found whereon to levy, this 16th day of March. A.D. 1844. J. Reed Constable Const Cost. Serv. 20. Mile 15.-35. March 20. 1844. Scira Facias issued against John Clark Surety for Stay of Execution and delivered to Jesse. Reed Constable for appearance on the 25 day of March. 1844. at 12 Oclock. M. of said day March 25. 1844. Scira facias returned personally served on the 20th day of March 1844. by reading this writ to defendant. - Jessee Reed, Const. fee .25 March 25. 1844. 12 Oclock. The defendant appeared Trial had, and no good cause being shewn to the contrary it is concluded by me that the said John J. Lennoe. & John Randal as administrators of John Hoskins deceased. P. Plaintiffs in this case recover of the defendant, John Clark the sum of Severn dollars, thirty three cents Debt and their Cost; taxed at Seventy five cents, March 28th 1844. Execution issued and handed to Jessee Reed Const, April 20th 1844. Execution this Day returned in the words following towit, Search made by me but could find no property whereon to levy this Execution but the defendant is in possession of Real estate subject to pay this debt Apl. 28. 1844 Jessee Reed Const Const cost Mile 15. Serv 20.- 35. - I do hereby certify that the foregoing is a true Copy of the proceedings had before me given under my hand, and Seal this 4th day of August A.D 1845. J. B. W. Haynes J. P. -- And Transcript herein before mentioned, filed on the said 20th day of August A.D 1845. reads in the words and figures following towit, John J. Lennoe, and John Randall, Administrators of John Hoskins deceased, vs. Elisha Higsbe

Debt. —— $35.00 Writ brought on a Note Executed by de
J.P. fees. Summons, .12½ fendant to Samuel Clark or bearer
" Judgement, .25 Calling for Thirty one dollars paya
" Bail .25 ble in Ten months and dated April
" 1st Execution .25 1st 1841. and assigned by Samuel
" Sp. Sciras facias .25 Clark to John Hoskins May 23d
" Judgt on Same .25 1842, a Summons issued and handed
" 2d Execution 25 to Jessee Reed, Constable for appear
" Transcpt. & Satisfac 41 ance on the 26th instant at 10 Oclock
Total J. P. Cost 2.87½ A.M. of said day May 23d 1842.
Const. Summ & Execution 60 Summons returned, personally served
" Serv Sci: 22 Execu 60 May 23d 1842 by reading to Defend
—— Total Amt. $38.05 ants Jessee Reed Const. May 26
1842. 10 Oclock A.M. Defendant appeared and confessed the Claim Just therefore Judgement is hereby rendered against defendant Elisha Higsbe for the sum of Thirty one dollars and Sixty Cents two and one half cents attest J. B. W. Haynes J. P. In the Action of John J. Lennoe, and John Randall, as Administrators of John Hoskins dec'd

against Elisha Higby I. John Clark do acknowledge myself Bail for Elisha Higby for stay of Execution for the sum of thirty three dollars to be levied of my Goods and Chattels lands and tenements if default be made in the condition following which is that the said Elisha Higby shall pay the Amount of the Judgement rendered against him in the action aforesaid together with the interest and Cost that may accrue John Clark taken Signed and acknowledged this 1st day of June AD 1842 J. B. W. Haynes J.P. March 12. 1844. Execution issued and handed to Jessee Reed Const. March 16. Execution returned No property found whereon to levy Jessee Reed Const. Const Cost Mile, 15. Serv. 20.—35 March 20th 1844. Issued Scira facias against John Clark Surety for Stay of Execution and delivered it to Jessee Reed Constable for appearance, on the 25 instant at 12 Oclock. M. of said day. March 20. 1844. Scira facias returned Served on the 20th day of March, 1844. by reading this writ to the Defendant, Jessee Reed Const. March 25. 1844. 12 Oclock M. the Defendant appeared and trial had, and no good cause to the contrary it is considered by me. that the Plaintiffs recover of the defendant, John Clark, the Sum of Thirty Six dollars Fifty Seven cents debt. Cost and interest and his cost in this case taxed at Seventy five cents, March 28. 1844. Issued Execution against John Clark Judgement Surety and delivered it to Jessee Reed, Constable April 20. 1844. Execution returned. Search made by me and no property found whereon to levy this execution but the defendant is possessed of real estate Subject to Execution Jessee Reed Const, Const Cost. Serv & Mile 35 cts I do hereby certify the above to be a true copy of the proceedings had before me, given under my hand this 4th day of August AD 1845. J. B. W. Haynes J. P. And afterwards to wit on the 19th day of August AD 1845. a Writ of Scira Facias was issued in this Case which said writ, together with the Sheriffs return thereon reads in the words and figures following to wit. The State of Ohio Union County ss. To the Sheriff of Union County Greeting Whereas John T. Lemrop. & John Randal, Executors of the estate of John Hoskins late decd. recovered two Judgements before J. B. W. Haynes, a Justice of the Peace, within & for the said County of Union for the sums of $41.20. Debt and $6.23½ Costs against John Clark upon which said Judgement an Execution was issued by the said J. B. W. Haynes Justice as aforesaid and returned No goods found whereon to levy. And hereon suggested to the said J. B. W. Haynes, that the said John Clark is possessed of lands and tenements as to us appears by a transcript of the said Judgement and proceedings filed in our court of Common Pleas (Pleas.) Forthwith to shew 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 what our said Court shall

them and there consider of him in this behalf and have you then there this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 19th day of Aug St. ust A.D 1845. John Cassil Clerk, (Sheriff fee) "Served by copy August 20th 1845. Wm M. Robinson Sheriff. and afterwards to wit Now on this day to wit the day and year first herein before mentioned, In this case the Court order an Execution to issue according to the Statute, in such cases made and provided for the Money. in the Scira Facias and Transcript mentioned and for costs herein taxed.
$1.50 Attest John Cassil. Clerk.

C. C. Wolcott
vs.
Wilson Reed

} Pleas before his honor. Joseph R Swan President. Silas C. Strong, James R Smith & Christian Myers. 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 October in the year of our Lord One thousand eight hundred and Forty five. Be it remembered that heretofore to wit. on the 8th day of August A.D 1845. C. C. Wolcott by Wm Oxley Allison & Curry his Attornies Issued out of the Clerks office of said Court his writ of Summons. which said writ together with the endorsement thereon & the Sheriffs return reads in the words and figures following to wit State of Ohio Union County ss. To the Sheriff of said County Greeting We Commands you to Summon Wilson Reed 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 C. C. Wolcott in a plea of Assumpsit damages Three hundred dollars And have you then there this writ Witness John Cassil Clerk of said Court at the Court House aforesaid this 8th day of Aug St. August A.D 1845. John Cassil Clerk, (endorsement) "Suit brot on a Note in writing given by defendant, to Plaintiff for One hundred and twenty five 86/100 dollars payable five months after date, dated at Milford Jan'y 25. 1845 &c. Also for goods Sold and delivered. money had and rec'd &c. damages Three hundred dollars, Allison & Curry attys for Pltff" (Sheffs return) "Served by delivering a Certified Copy of the within Writ to Defendant, Wm. M. Robinson Sheriff U.C.O. And afterwards to wit on the 29th day of September A.D. 1845 the Plaintiff by Allison & Curry his attornies filed herein his Narration in these words and figures to wit "State of Ohio Union County ss. Court of Common Pleas of Union County Ohio of August Term 1845 C. C Wolcott complains of Wilson Reed, in a plea of Assumpsit for that whereas the defendant on the 25th day of Jan

=nary A.D. 1843. at Milford in the County of Union aforesaid made his note in writing and delivered the same to the Plaintiff and thereby then and there promised to pay to the Plaintiff or order One hundred twenty five and 86/100 dol lars in Wool at Market price five months after the date thereof which period hath now elapsed, and whereas also the proper demand of said Wool having been made by the Plaintiff, of the Defendant, to wit on the 1st day of August A.D. 1843. and on divers other days between that time and the commencement of this suit at the County aforesaid the said defendant did then and there, and as often as the said demands were made, refuse to pay said sum of money in Wool, or any part thereof whereby an action hath accrued to the Plaintiff to demand and have of the said defendant the said sum of $125.86. in lawful money of the United States with its interest to wit at the County of Union aforesaid and for that whereas also the said defendants afterwards to wit on the 1st day of March A.D. 1845. in consideration of the premises at the County aforesaid promised to pay to the Plaintiff the said sum of $125.86. with interest in lawful money of the United States at that time which period has now elapsed and whereas also heretofore to wit on the 25th day of January A.D. 1843. aforesaid, at the County aforesaid the defendant made his certain other note in writing, and delivered the same to the Plaintiff and thereby then & there promised to pay to the Plaintiff or order One hun dred Twenty five 86/100 dollars, in Wool at Market prices five months after the date thereof which period has now elapsed, yet the said defendant altho requested so to do hath disregarded his said promises and hath not paid the said Wool to the Plaintiff nor any part thereof and hath not paid the said moneys nor any part there of, And whereas also the defendant on the 1st day of August A.D. 1845 at the County of Union aforesaid was indebted to the Plaintiff in the sum of Three 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 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 and in 300 dollars for money then and there paid by the Plaintiffs, for the use of the defendants at his request and in 300 dollars for money then and there received by the Defendant for the use of the Plaintiff And the defendant afterwards on the day and year last aforesaid at the County aforesaid in Con sideration of the premises respectively promised the Plain tiff to pay him the several monies hereinabove men =tioned on request yet the defendant hath disregarded his last mentioned promises and hath not paid

any of the last mentioned moneys or any part thereof. To the damage of the Plaintiff of Three hundred dollars and therefore he brings suit &c. by Allison & Curry his Attys And afterwards towit, Now on this day towit the 30th day of October A.D. 1845. came the said C.C. Walcott by his Attys and the said Wilson Read tho' Solemly called came not but made default, Whereupon it is considered that the said C.C. Walcott ought to recover his 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 C.C. Walcott, to one hundred and Thirty Seven dollars, Therefore it is considered that the said C.C. Walcott, recover of the said Wilson Reed, the said Sum of One hundred and Thirty Seven dollars his damages aforesaid in form aforesaid Assessed and also his costs in this behalf expended, Taxed to dollars

$1.00 Attest John Cassil Clerk,

Reuben A. Lamb.
Nathaniel W. Little &.
Cyrus Platt of the
Firm of Lamb Little &Co.

Alex. Cowgill

Pleas before his Honor Joseph R. Swan Esqr. President, Silas G Strong James R. Smith & Christian Myers 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 October in the year of our lord one thousand Eight hundred and Forty five, — Be it remembered that heretofore towit on the 19th day of August A.D. 1845. The Plaintiffs by J. Ramney their Atty sued out of the Clerks office of the Court of Common Pleas of said County their writ of Summons which said writ with the endorsement thereon and the Sheriffs return reads in the words and figures following towit "State of Ohio Union County ss. To the Sheriff of said County Greeting. We Command you to Summon Alexander Cowgill 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 Reuben A Lamb Nathaniel W. Little & Cyrus Platt of the firm of Lamb Little & Co in a Plea of Assumpsit damages Five hundred dollars. And have you then there this writ Witness John Cassil, Clerk of said Court, at the Court house aforesaid this 19th day of August, A.D. 1845. John Cassil C.C. Clerk. (endorsement) "Suit brot on Note of hand made by the Defendants to Plaintiffs or bearer for three hundred and fifty dollars bearing date

and being due on the 7th day of July AD 1845. with interest &c. also for goods sold and delivered money had and received account Stated &c. and Claimed to be due $500,00 Aug 19. 1845 D. Ramsey atty for Plffs" (Sheriffs return) "Served by copy Aug 20. 1845 Wm. M. Robinson Sheriff" And afterwards towit on the 15th day of September 1845. The said Plaintiffs by their atty filed herein their Narration, which said Narration reads in the words and figures following towit. "Union County ss Court of Common Pleas August Term 1845. Reuben A Lamb Nathaniel W. Little & Cyrus Platt partners trading under the name & firm of Lamb Little &Co. complain of Alexander Cowgill in a Plea of Assumpsit, for that whereas the said Alexander Cowgill on the 7th day of July AD 1845 at the County aforesaid made his promisory Note or duebill in writing in the following words towit, Due Lamb Little &Co. or bearer Three hundred and fifty dollars for value received, which was duly signed by the said Alexander Cowgill and dated the day and year last aforesaid and then and there delivered the same to the said Plaintiffs and thereby promised to pay the said Plaintiffs or bearer the sum of $350,00 on the said 7th day of July AD 1845. which time has now passed, & the said Alexander Cowgill then and there in Consideration of the premises promised to pay the amount of the said to the said Plaintiffs according to the effect and tenor thereof And also for that whereas the said Alexander Cowgill on the 7th day of July at the County of Union was indebted to the said Reuben A. Lamb. Nathaniel W. Little & Cyrus Platt, by the said name of their firm Lamb&Little&Co in the sum of Four 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 $400.00 for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendant at his request, And in the sum of $400.00 for money found to be due, from the defendant to the Plaintiff and on an Account then and there Stated between them and in the sum of $400.00 for money then and there lent by the Pltffs to the Deft at his request 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 last mentioned Several Sums of money to the Plaintiff 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 Reuben A Lamb Nathaniel W. Little & Cyrus Platt, of the firm of Lamb Little &Co. $500.00 And thereupon they bring Suit &c by their atty D. Ramsey. And afterwards to wit now on this day towit the day and year first hereinbefore mentioned

came the said Plaintiffs by their Atty and the said Alexander Cowgill tho' solemly called came not but made default. Whereupon it is considered that the said Reuben A. Lamb, Nathaniel W. Little and Cyrus Platt 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 premiss do assess the damage of the said Lamb Little & Co to Three hundred Fifty Six dollars and Fifty three cents Therefore it is considered that the said Reuben A Lamb Nathaniel W. Little & Cyrus Platt of the firm of Lamb Little & Co. recover of the said Alexander Cowgill the said Sum of Three hundred Fifty Six dollars and Fifty three cents their damages aforesaid in form aforesaid assessed, and also Their Costs in this behalf expended, taxed to dollars

$1.00 Attest John Bassil Clerk

✓ Ira Reynolds
vs.
Phillip Plummer

Plea before his Honor Joseph R. Swan Esqr. President, Silas Q. Strong James R. Smith & Christian Myers 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 Ninth day of October in the year of our Lord One Thousand eight hundred and Forty five, Be it remembered that heretofore to wit on the 29th day of October A.D. 1845 the Plaintiff by Mr Lawrence his atty filed herein the following note of hand, and, Power of atty to confess Judgement, thereon, which said Note and power of atty reads in the words and figures following to wit "One day after date I promise to pay Ira Reynolds or bearer Two hundred and Forty three dollars 2.14 cents it being for value received this 6th November 1839. Phillip Plummer, This is to Authorize Otway Curry or any other licensed attorney of the State of Ohio, to appear for me before the Court of Common Pleas of Union County in said State, at the October Term thereof A.D. 1845. in an Amicable Action of assumpsit for money had and received to be instituted by Ira Reynolds of Champaign County in said State, and then and there waive process, and confess Judgement in favor of said Reynolds, against me, for the sum of Two hundred and Ninety four dollars and thirty five cents the same being the amount of Principal and interest which will at that time be due upon a certain Note of hand given by me to said Reynolds on the 6th

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day of November. 1839. together with Costs of suit and said attorney is hereby further authorized to release all errors which may accrue in the redemption of said Judgement by reason of want of Process or otherwise and all right of of Appeal Witness my hand and Seal this day of 1845. Phillip Plummer Seal, Signed and Sealed in presence of H. R. Robertson, And afterwards towit on the 29th day of October A.D 1845. the Plaintiff by his Atty filed herein his Declaration in the words and figures following towit State of Ohio Union County ss. Court of Common Pleas of the term of October A.D 1845. Ira Reynolds complains of Phillip Plummer in an Action of assumpsit for that said Plummer on the 6th day of November A.D 1839. at said County made his promissory Note in writing and delivered the same to the Plaintiff & thereby then there promised to pay to the Plaintiff or bearer Two hundred and Forty three dollars, and fourteen cents one day after date which period has now elapsed and the Plaintiff also complains for that defendant was indebted to him in $234.36/100 for money had and received then & there by the defendant for use of Plaintiff, And the defendant on the 25. October A.D 1845. at said Union County in Consideration of the premises, promised to pay the plaintiff the Sums of money above mentioned on request yet he has disregarded his promises and has not paid said Sums or any part thereof to the damage of the Plaintiff of $234.36/100 and therefore he sues &c. by Wm Lawrence atty, of Logan Co. And afterwards towit on the 29th day of October A.D 1845. the said Defendant by Otway Curry his attorney filed herein his Plea, which said Plea reads in the words and figures following towit. "And now comes said Phillip Plummer by his attorney Otway Curry and said Curry by virtue of the within warrant of attorney for said Plummer, waives the issuing and Service of process enters the appearance of said Plummer to the action of assumpsit brought against him by said Ira Reynolds in the Court of Common Pleas of Union County Ohio, at the October Term 1845, thereof and confesses Judgement against said Plummer in favor of said Reynolds for Sum of Two hundred and Thirty four dollars, and thirty five Cents damages in manner as said Plaintiff has declared, and for costs of suit, and by virtue of said Warrant of Attorney all error is released and all right of appeal Waived. Otway Curry Atty for Phillip Plummer And afterwards towit now on this day towit the day and year first hereinbefore mentioned came Ira Reynolds by Wm Lawrence his Counsel and filed his declaration against the said Phillip Plummer and thereupon Otway Curry one of the attornies of this Court appeared in Open Court in behalf

of the said Phillip Plummer and by virtue of a Warrant of Attorney for that purpose executed by the said Phillip Plummer and now produced in open Court and duly proved waived the issue and service of process and Acknowledged that the said Phillip Plummer did assume and promise in manner and form as the said Ira Reynolds hath in his Declaration alledged against him and confessed that the said Ira Reynolds hath sustained damages by reason thereof to Two hundred Thirty four dollars Thirty five cents. Therefore It is considered that the said Ira Reynolds recover of the said Phillip Plummer the said sum of Two hundred Thirty four dollars and thirty five cents his damages so Confessed as aforesaid and also his costs in this behalf expended taxed to dollars
And by virtue of said Warrant of attorney all errors released and all right and benefit of appeal waived by the said Phillip Plummer
Attest John Cassil Clerk

David A. Hathaway
vs
Mary Finley & others

Pleas before his Honor Joseph R. Swan Esqr. President Silas Q. Strong James R. Smith & Christian Myers, 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 said County of Union and State of Ohio, on the twenty Ninth day of October in the year of Our Lord One thousand eight hundred and Forty five Be it remembered that heretofore towit on the 11th day of April A.D. 1844. D. A. Hathaway by Allison & Casad. his Attornies filed herein this Bill in Chancery, which said Bill reads in the Words and figures following towit, To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting. David A. Hathaway of the County of Union in the State of Ohio, represents that Samuel B. Finley late of the County of Flemming in the State of Kentucky on or about the 25th day of November. 1837 pretending to be seized of an interest and having authority to sell and convey the same and also to sell and convey the same, and also to sell and convey other interest therein which might subsequently be obtained by him of a Certain tract of land Situate in the County of Union and which is hereinafter more particularly described, and the said Samuel B Finley being desirous to dispose of the said lands en

tered into an agreement with your Orator for the Sale
thereof to him and which Agreement was reduced to wri
ting and Signed by Said Samuel B. Finley and your ora
tor and is in substance as follows S. B Finley sold to D H.
Hathaway 1049 acres land in Union County State of Ohio part
of Survey N°3443. and 3444 entered in name of Said Dun
can Said Hathaway agreed to pay to Said Finley as follows
One Thousand dollars one year after date Five hundred and
Forty nine dollars two years after date and Five hundred and
Forty Nine dollars three years after date upon which payments
Said Finley agreed to make a General Warantee Deed with
this provision that Said Finley should be able to buy out
the interest in said land of certain heirs of David Dun
can decs and if not then to convey the interest he may
own at the Time the first purchase might become due
which agreement is dated Novr. 25. 1837. and which is here
with filed and made part of this Bill Your Orator fur
ther Shows that Some time after the execution of the said
contract the said Finley did obtain a conveyance
from the heirs of David Duncan decs and which Title
papers are on record in the County of Union Copies of which
are here with filed and refered to, that on the 16th day
of September 1839. John Rubels David McCabe Maria J.
McCabe Abia Dillon Hannah S. Dillon and Betsey Ann
Farris executed a Written Contract conveying their right
Title and interest to the Said Tract of land, to your Ora
tor thereby binding themselves to make a Conveyance
for the Same by Warrantee deed upon your Orators
paying to Said Finley about the sum of Two thousand
dollars which agreement is here with filed and made
part of this Bill, and which last agreement was obtained
at the instance and by the Said Finley to enable him to
make to your Orator a good Title under his agreement
and without any aditional consideration over Two dol
lars pr. Acre and your Orator States that the Said John
Rubels David McCabe Mariah J. McCabe Abia Dillon Han
nah S. Dillon and Betsey Ann Farris have executed
so much of their Contract as to make a Deed for one
hundred and Fifty acres of Said land, Since Sold and
Deeded to one Andrew Thompson your orator further
States that in all respects he has Complied with The
Terms and Conditions of the Said Agreement on his
part to be performed and that he has Called on
and applied to the Said Finley and requested him
Specifically To perform his part of the Agreement which
he has not done Your Orator further States that the Said
Samuel B. Finley departed this life intestate or about
the month of January 1842 without his having Complied
with his part of the Said Agreement and leaving Mary

Mary Finley his Widow John B. Finley James Finley
Elizabeth H. Finley Martha Finley Martha Finley
Mary Finley and Margaret Finley his Children &
heirs all of whom, and the said John Pickels David Mc
Cabe Maria J. McCabe Alva Dillon Hannah S. Dillon and
Betsey Ann Faris your Orator prays may be made
defendants to this Bill and that they be compelled
to Answer all and singular the premises and partic
ularly that said Mary Finley may Answer Specifically
whether a conveyance from George Campbell and May
his wife has not since the decease of the said Samuel
B Finley been made to her and her children by name
for the interest which the said Campbell and wife have
in the said Tract of Land so sold by S. B. Finley to
your Orator and if so whether such Conveyance was
not for the express purpose of enabling the heirs or
other representatives of said S B. Finley to Comply with
said contract with your Orator Your Orator therefore
pray as all the above named defendants reside in
the State of Kentucky but in what County or Counties
is unknown to your Orator except Mary Finley the Widow
John B Finley James Finley David Finley Elizabeth H
Finley Martha Finley Mary Finley and Margaret
Finley children and heirs of said Samuel B. Finley who
reside in the County of Flemming and State of Kentucky
may be notified of the Pendency of this Bill by notice
And your Orator further prays that on the final hear
ing of this Cause the said Defendants may be decreed
Specifically to perform the said Agreement by execu
ting to your Orator proper and suitable Conveyances
for the said lands in the Contract mentioned so far as
the same has not been done already and that your ora
tor may have such other and further relief in the prem
ises as equity and good Conscience may require Allison
Masad Sol. for Complainant, "A" The Agreement first re
fered to in said Bill, reads in the words and figures fol
owing towit" An Article of Agreement made and entered
into between Samuel B. Finley of the County of Fleming
and State of Kentucky of the one Part and David H.
Hathaway of Lewis County and State aforesaid of the other
part Witnesseth That the said Finley has this day bargained
and sold to the said Hathaway 1049. acres of land lying
on the Waters of Mill Creek in the County of Union in the
State of Ohio being part of Surveys N° 3443. & 3444, entered
in the name of David Duncan The said Hathaway binds
himself his heirs or assignees to pay to the said Finley
his heirs or assignees the Sum of Two dollars pr Acre in
good and lawful money One thousand dollars to be
paid after the one year after the date of this agree
ment Five hundred and Forty Nine dollars Two years

after date and Five hundred and Forty nine dollars Three years after the date of this agreement the Said Finley binds himself his heirs and assignees to make to the Said Hathaway a General Warrantee deed, upon the payment of the Several Sums as above Stated Provided that the Said Finley can buy out the interest of certain heirs of David Duncan decd he will convey the land to Said Hathaway as above Stated and if he cannot obtain their interest the Said Finley binds himself to convey to the Said Hathaway all the land he may own at the time the first pur chase becomes due in the tracts as above Stated Given under our hands and Seals this 25th November 1837. J. B. Finley Seal. David H. Hathaway Seal, Attest J. J. Fleming Samuel Copied

* The Deed from David Duncans heirs to Saml B. Finley, refers to in said Bill reads in the Words & figures following to wit "David Duncans others, Contract or Deed Samuel B. Finley Whereas there are three tracts of land Situated in the State of Ohio entered and claimed as the property of David Duncan deceased, by his Grand Children and it is well understood by the Contracting Parties that that land is xxxxincumbered by taxes and other Claims and that Samuel B. Finley has this day agreed and undertaken to recover these lands at his own proper costs and Charges and after being so recovered by law or otherwise there the said Samuel B. Finley promises to pay to each of the Undersigned distubutes. of David Duncans decd one dollar for each and every Acre of land so recovered by him which may fall to each individual in due proportion and in Case after all legal efforts to recover, the said Samuel B. Finley Shall fail to recover any of the land there we whose names are hereunto Subscribed as distributees of the Estate of David Duncan decd will refund to the said Samuel B. Finley our due proportion of his lawful and reasonable costs in the Attempt to recover, Now Know all men by these presents, that we David Duncan Samuel Duncan James Duncan and Robert Duncan have this day bargained and Sold all our right title claim and interest in and to all the lands in the State of Ohio belonging or claimed by virtue of entry or title papers by our Grand Father David Duncan deceased, to Samuel B. Finley for the Sum of One dollar per Acre on the Condition above mentioned and we do hereby for ourselves our heirs and Executors, Administrators or assigns do by these presents, forever Quit Claim to any and every Acre of land or any part thereof which may fall to us as distributees of the estate of David Dun can, in the State of Ohio We have this day Granted bar gained and Sold to Samuel B. Finley of the State of Kentucky to him his heirs and assigns Forever, To have and to hold the Same to all intents and purposes forever and use and do with the lands within mentioned as to him Shall seem fit and in our names and Stead to use and do all things necessary in our names

which may be necessary in law or equity as ourselves could do if personally present hereby giving all our Power Strength and authority right title interest claim and demand whatsoever in and to the lands within described to Samuel B. Finley of the State of Kentucky to him and his heirs and assigns forever. In Witness whereof we have hereunto Set our hands and Seals this Twentyeth day of May AD 1838. Samuel Duncan. Seal James Duncan Seal David Duncan Seal Robert Duncan Seal. In presence of us Joshua Stoolfire Joseph Gruny. Butler County ss. Be it remembered that on the 23d day of May AD 1838. the above named David Duncan James Duncan Samuel Duncan and Robert Duncan personally appeared before me and acknowledged the foregoing instrument of writing to be their Act and. Deed, and desire the Same may be recorded as Such. Witness my hand and Seal, Bcounty, this day and year first above written Joshua Stoolfire. County 23 AD 1838. Now all men by these presents that We David Duncan Samuel Duncan James Duncan & Robert Duncan have this day Rd Cash of the Twenty dollars, from Samuel B. Finley of the State of Pentucky which we freely and Voluntarily Rec in full for all demands Contained in the foregoing Paper. reputing our distributees Shares in our Grand Fathers Estate in the State of Ohio Witness our hands and Seals date as aforesaid David Duncan Seal Samuel Duncan Seal, James Duncan Seal, Robert Duncan Seal, Attest Joshua Stoolfire Joseph Gruny. Butler County and State of Pennsylvania ss. I. Joshua Sullivant Prothonitary of the Court of Common Pleas. in and for the County of Butler in the Commonwealth of Pennsylvania do by these presents that Joshua Stoolfire before whom. the foregoing Acknowledgements were taken & who has thereunto in his own proper hand writing Subscribed his name was at the time of taking Such Acknowledgements and now is an Acting Justice of the Peace in and for said County duly commissioned and Sworn to all whose acts as such deed, faith and Credit are and of right to be given throughout the United States and else where In Testimony Whereof I have hereunto Set my hand and affixed the Seal of the Said Court at Butler this 6th day of July AD 1838. John Sullivant Pro. Filed and Recorded May 21st 1839. A. B. Smith Recr. I. James Sumner Recorder of Union County Ohio. do hereby Certify the within to be a true Copy of the Deed on Record from David Duncan & others to Samd B. Finley Given under my hand and official Seal This 5. day of April AD 1844 James Sumner Recorder U.C.O. Seal

"Solomon Ream Deed Samuel B Finley To all people to whom these presents shall come Solomon Ream and Hannah his wife late Hannah Clark daughter of Mary and David Clark and Grand daughter of David & Margaret Duncan deceased send Greeting Know ye that the said Solomon Ream and Hannah his wife for and in Consideration of the Sum of Thirty dollars lawful money of the United States to them in hand paid by Samuel B Finley at or before the sealing and delivery hereof the receipt whereof is hereby Acknowledged have remised released and forever quit Claimed and by these presents do for themselves and their heirs remise release and forever quit claim unto the said Samuel B. Finley of Fleming County Kentucky and to his heirs and assigns forever all the estate right title interest claim and demand whatsoever of them the said Solomon Ream and Hannah his wife of in and to certain tracts of land situate in Union County and Logan County in the State of Ohio the tracts or parcels of land in Union County being designated N° 31413. and 31414 and the one in Logan County being N° 479. To have and to hold the said Tracts or parcels of lands and premises above mentioned unto the said Samuel B. Finley his heirs and assigns to the only proper use and behoof of him the said Samuel B. Finley his heirs and assigns forever So that neither they the said Solomon Ream or Hannah his wife nor their heirs nor any other person or persons for them or in their names or right shall or may by any ways or means whatsoever at any time hereafter claim challange or demand any estate right title or interest of in and to the said Tracts or parcels of land and premises or any part thereof but from all and every action or actions estate right title interest claim and demand of in or to the said premises or any part or parcel thereof they and every of them shall be forever barred and excluded by these presents In Witness whereof the said Solomon Ream, and Hannah his wife have hereunto respectfully set their hands and seals this Thirty fourth day of May in the year of our lord one thousand eight hundred and Thirty eight Solomon Ream his mark. Seal, Hannah Ream her mark Seal. Sealed and delivered in presence of M. Ringston & O Neilly Recorded on the day of the date of the foregoing instruments of writing of and from the above named Samuel B. Finley the Sum of Thirty dollars lawful money of the United States being the Consideration money above mentioned in full, Solomon Ream his mark Hannah Ream her mark Teste M. Ringston State of Pennsylvania County of Allegany ss. Before an Alderman in and for the City of Pittsburg Personally came the within named Solomon Ream & Hannah his wife & Acknowledged the within

instrument of Writing to be their act and Deed & desired the Same might be recorded as Such She the said Hannah being examined Seperate and apart from her said husband, and the Contents of the said Indenture first made fully Known to her declared that She did of her own free will and accord, Sign and Seal and as her act and Deed deliver the Same without any Coercion or compulsion of her said husband In Testimony where of I have here unto Set my hand and Seal this Twenty fourth day of May in the year of our lord one thousand eight hundred and Thirty eight D. S. Dewlly Seal, Allegany County ss I. Thomas Leggit Prothonitory of the Court of Common Pleas of said County do by these Presents Certify that D S. Schulley Esqr. before whom the above Acknowledgement was made and who has in Testimony thereof in his own proper hand writing Subscribed his name there to was at the time of taking such Acknowledgement and now is an Alderman in and for the City of Pittsburg in Said County with all the Powers of an acting Justice of the Peace duly Commissioned and Sworn and to all whose acts as Such due faith and Credit are and of right ought to be given throughout this Commonwealth and elsewhere In Testimony whereof I have hereunto Set my hand and affixed the Seal of said court this 25th day of May Anno Domini 1838. Thomas Liggit Pro. Allegany County Pennsylvania ss. I. Jaevanian B. Dallas President Judge of the Fifth Judicial District of Pennsylvania Compsd of the County of Allegany do by these presents Certify that Thomas Liggett Esqr. 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 Prothonotory of the Court of Common Pleas in and for the County of Allegany of which County said Fifth Judicial district is Composed duly Commissioned and Sworn to all whose acts as Such due faith and Credit ~~are~~ and of right ought to be given throughout the United States and Elsewhere In Testimony Whereof I have hereunto Set my hand and Seal this Twenty fifth day of May Anno Domini one thousand eight hundred and Thirty eight J. B. Dallas Seal Filed and Recorded May 22 1839. P.B. Smith Rec.

I. James Turner Recorder of Union County Ohio do hereby certify this is a true copy of a Deed from Solomon Reams to Samuel B. Finley as on Record Given under my hand and official Seal this 6th day of April A.D 1844. James Turner Recorder U.C.O. Seal

+ The deed [illegible] mentioned [illegible] court Ohio [illegible] the year eig[illegible] med and [illegible] of Ohio of th[illegible] B. Finley de[illegible] and John P[illegible] Finley Mar[illegible] drew and [illegible] County of [illegible] Witnesseth [illegible] sixty five [illegible] by said Wi[illegible] Mary Ca[illegible] hereby gra[illegible] second par[illegible] said Geo[illegible] the lands [illegible] Ohio as on[illegible] lying in [illegible] mentioned [illegible] County of [illegible] County o[illegible] Known and [illegible] and esta[illegible] John P. F[illegible] Finley M[illegible] Finley [illegible] deceased [illegible] Commiss[illegible] executor[illegible] agree t[illegible] heirs an[illegible] aforesaid [illegible] heirs an[illegible] these p[illegible] =mel an[illegible] Seals th[illegible] =mel his [illegible] Sealed a[illegible] Govern[illegible] 10th day [illegible] Justice o[illegible] personal[illegible] mel th[illegible] the Sign[illegible] Mary C[illegible] from her[illegible] tarily [illegible] her an[illegible]

† The Deed from George Cammel & wife to Mary Finley & others mentioned in said Bill Reads in these words and figures towit This Indenture made this tenth day of December in the year eighteen hundred and Forty Two between George Cammel and Mary Cammel of Washington County in the State of Ohio of the One part and Mary Finley Widow of Samuel B. Finley dec^d late of Flemming County in the State of Kentucky and John P. Finley James Finley David Finley Elizabeth H. Finley Martha Finley Mary Finley and Margaret Finley children and heirs of said Samuel B. Finley dec^d all of said County of Flemming in the State of Kentucky of the other Witnesseth that for and in consideration of the sum of Sixty five dollars current money to them in hand paid by said Widow and heirs, they said George Cammel and Mary Cammel his wife have bargained and sold and, hereby grant bargain and sell to them said parties of the Second part all the right title interest and estate of them said George Cammel and Mary Cammel, in and to the lands to the said Mary descended in the State of Ohio as one of the heirs of David Duncan deceased and lying in the Counties of Union and Logan in said last mentioned State being the same tracts of land in said County of Union numbered 3443. and 3444. and in the County of Logan numbered 479. and by these numbers known and designated To have and To Hold said interest and estate in said lands to them. said Mary Finley John P. Finley James P. Finley Elizabeth H. Finley David Finley Martha Finley Mary Finley and Margaret Finley as Widow and heirs of said Samuel B Finley deceased their heirs and assigns forever and said George Cammel and Mary Cammel for themselves their heirs executors and Administrators hereby Covenant and agree to and with said parties of the second part their heirs and assigns that they the estate right and interest aforesaid in said lands aforesaid against them their heirs and assigns will forever Warrant and defend by these presents In Testimony whereof said George Cammel and Mary Cammel hereto set their hands and Seals the day and year first above written George Cammel his mark Seal Mary Cammel her mark Seal Signed Sealed and delivered in Presence of us Benjamin Omoff Gowen Eddy State of Ohio Washington County ss. On the 10th day of December 1842, before me William Little acting Justice of the Peace in and for the County aforesaid personally appeared George Cammel and Mary Cammel the wife of said George Cammel and acknowledged the Signing and Sealing of the within deed and the said Mary Cammel being by me examined Seperate and apart from her said husband did declare that she did voluntarily Sign Seal and acknowledge the same to be her own free and voluntary act and that she so

Still Satisfied therewith and I do further Certify that they are the persons that they represent themselves to be. William Little Justice of the Peace Seal.

† The Agreement between John Rebels & others with D. H. Hathaway, referred to in the said Bill reads in the words and figures following towit "An Article of Agreement made and entered into between David Hathaway of Union County Ohio of the one part and the heirs of John Finley decd of the other part all of the State of Kentucky Witnesseth that they viz the heirs this day and by their Signature hereunto affixed bargain and Sell unto the said David Hathaway of Cty and State aforesaid all their right and Title to a Tract of land lying in Union County Ohio Containing one hundred and Ninety Nine Acres for and in Consideration of the sum of Two dollars pr Acre to be paid as follows. viz one thousand Dollars to be paid on the last day of Nov 1838. Four hundred and Ninenty nine dollars on the last day of Nov 1839 Four hundred and Ninety nine dollars on the last day of Nov. 1840. They the heirs do hereby bind themselves to make to the said Hathaway a Warantee Deed, for the said land upon the payment of the last Sum above mentioned to our Friend Samuel Finley who is Exr. or Admr of John Finley decd we bind ourselves each Severally to refund back if necessary according to the Amount we may receive as witness our hands and this Sept 16. 1839. John Rebels Seal. David McCabe Seal Mariah D. McCabe Seal Abia Dillon Seal Hannah D. Dillon Seal, Betsey Ann Faris Seal Teste S. B. Finley And afterwards to wit on the 17th day of April A.D 1844. On Motion and it appearing to the Satisfaction of the Court that the Defendants are not residents of the State of Ohio It is ordered that notice of the pendency of this Suit be published in the Union Gazette or its Successor a Newspaper Published and in General Circulation in the County of Union for Six Consecutive Weeks previous to the next Term of this Court. And afterwards to wit on the 26th day of May A.D 1845. The Complainant filed herein the following notice and Proof of Publication viz. "David H. Hathaway vs Mary Finley, John P. Finley James Finley Elizabeth A. Finley Martha Finley Mary Finley Jr. Margaret Finley John Rebels David McCabe Mariah D. McCabe Abiah Dillon Hannah D. Dillon & Betsey Ann Farris. In Chancery Court of Common Pleas Union County Ohio April Term 1844. The Bill in this Case Charges that on the 25th day of November 1837. one Samuel B. Finley entered into an agreement in Writing

in Writing thereby agreeing to Sell and Convey. to the Com plainant an interest in the following. lands together with other interests therein which might subsequently be obtained by which agreement is filed and made part of this Bill The description of said land is in substance as follows. 104 9— acres lying in Union County Ohio being Part of Survey N°3443— and 3444. entered in the name of David Duncan Complain ant thereby agreed to pay said Finley Two thousand Ninety eight dollars in three annual payments and upon said payments being made said Finley agreed to make and deliver to Complainant a General Warantee Deed, for said land provided said Finley should be able to buy out the interest in said land of certain heirs of David Duncan Deed And if not then to convey the interest he might own at the time the first purchase became due the Bill further Charges that Some time after the Execution of said Contract the said Finley did obtain a Conveyance of said premises from the heirs of David Duncan dec The Title papers of which are on record in the County of Union, Copies of which are filed with the Bill referred to. That on the 16th day of September 1839. John Robles. David McCabe Mariah J. McCabe Abiah Dillon Hannah S. Dillon and Betsey Ann Farris executed a Written Contract, which is filed with the Bill convey ing all their right title and interest to the said land to Complainant thereby binding Themselves to make to Complainant a Warantee Deed upon his paying to said Finley about the sum of Two thousand dollars. Said last mentioned agreement was obtained by said Finley to enable him to make a good Title under his agreement to the Complainant and without any additional Con sideration the said J. Robles H. McCabe M J. McCabe A Dillon H. S. Dillon & B.A. Farris, have executed so much of their contract as to make a Deed for one hundred and fifty acres of said land Complainant further represents that he has in all respects complied with the Terms and conditions of the said agreement on his part to be per formed, That he Called on and applied to said Finley to Specifically perform his part of said agreement which has not been done That about the month of January 1842 the said S. B. Finley died intestate leaving Mary Finley his Widow John B. Finley James Finley Elizabeth A. Finley Martha Finley. Mary Finley Jr. and Margaret Finley his Children and heirs. The Bills prays an order of Publication That Defendants may be compelled to An swer all and Singular the premises and Particularly that said Mary Finley, Widow Answer Specifically whether a conveyance from George Campbell and Mary his wife has not since the deceased of the said S. B. Finley been made to her and her Children, for the interest which the said Campbell and wife had in the said land;

and if so, whether such conveyance was not for the express purpose of enabling the heirs or other representatives of said S. B. Finley to comply with said Contract with complainant, That said defendants may be decreed, specifically to perform said Agreement by executing proper conveyances &c And for general relief defendants are notified to appear at the next term of said Court and within Sixty days thereafter to plead Answer or demur, or at the next Term thereafter a Decree Pro Confesso, will be taken against them according to the prayer of said Bill Allison & Casad Sol for Complainants. May 9. 1844.

"State of Ohio Union County ss. P B. Cole one of the Publishers of the Argus a Paper Printed and in general Circulation in the County of Union aforesaid makes oath and says that the notice hereto attached was published, in the above named Paper for six consecutive Weeks Commencing on the 10th day of May 1844. P B Cole. Sworn to and Subscribed before me this 26th day of May A D 1845. James Turner J P. And afterwards to wit on the 1st day of October A D 1844. This Cause was Continued And afterwards to wit on the 28th day of May A D 1845. The Death of the Complainant, Suggested Rachal Hathaway and Josiah B. Henney Administrator made a Party Complainants, and proof of Publication Filed and this Cause stands continued And afterwards to wit, on the 19th day of August A D 1845 leave given Complainants to take depositions And afterwards to wit now on this day to wit the day and year first hereinbefore mentioned This Cause came on to be heard upon the Bill exhibits & Testimony and the Court being satisfied that Publication had been given and the Defendants still failing to plead Answer or demur to said Bill in Consideration whereof the Court do find that all and singular the material Allegations in the said Bill Contained stand Confessed by the said defendants, and that the equity of the Case is with the Complainants and the Court find There is Still due from the Complainants on said Contract the Sum of One dollar and fifty Cents principal and interest that Complainants within Fifteen days from the rising of this Court deposit with the Clerk Thereof the said Sum of One dollar and Fifty Cents and that the Defendants within Sixty days thereafter Jointly and Severally in Such manner as Shall be sufficient Convey the premises in said Bill mentioned to the said Complainants in fee Simple with Covenants of General Warrantee or So much thereof as has not been conveyed heretofore Said premises being Known and described as

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follows to wit Part of Surveys Nº 3443. & 3444. Virginia Military district and Situate in the County of Union Ohio being all of said Surveys with the exception of the One third part of said Surveys lying on the East side thereof and conveyed to Lucas Sullivant for his Services in locating &c and excepting Three hundred and Twenty acres Sold by the said David B Finley decd to Sarah Smith in Nº 3444, and excepting One hundred and Fifty acres in the North West Corner of said Survey Nº 3444. Conveyed to David A. Hathaway decd in his life time by John Butler David McCabe and others heirs and devisees of John Finley decd which Deed was filed as an Exhibit in this Case, leaving Eight hundred and Nine Acres hereby ordered to be conveyed And it is further ordered and decreed by the Court that in case the said Defendants fail or neglect or Omit to Convey as aforesaid then this decree Shall operate and have the Same effect in law and equity as Such Conveyance would have had had the Same been Executed agreeable to this decree and that within ninety days the Administrators of said D H Hathaway pay the Costs of this Suit out of the assetts of said Estate and in default of Such payment that execution issue therefor as upon Judgements at law,

$5.50 Attest John Cassil Clerk,

Tweedy Jennings & Co.
vs.
William W. Woods
Reuben P. Mann &
Samuel Woods.

Pleas before his Honor. James R. Torbut. Esqr. President. James R. Smith Christian Myers and Levi Phelps. his associates, Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 14th day of April in the year of Our Lord. One thousand eight hundred and Forty five, — —

Be it remembered that heretofore to wit on the 5th day of June AD 1845. Oliver B. Tweedy Edward Jennings John G. Plimpton & Rodman G. Moulton Partners under the name and firm of Tweedy Jennings & Co. by C W. B Allison their atty sued out of the Clerks office of said Court of Common Pleas. their writ of Summons. which reads in the words and figures following to wit " State of Ohio Union County ss. To the Sheriff of said County Greeting. We Command you to Summons William W. Woods. Reuben P. Mann and Samuel Woods 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 Oliver B. Tweedy Edward Jennings John G

Plimpton & Rodman Q. Moulton Partners under the name and firm of Tweedy Jennings & Co in a plea of Debt damages Three hundred dollars And have yow there this writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid this 5th day of June, A.D. 1845. John Cassil Clerk Seal.
Suit bot on promissory note under seal given by defendants to one James E. Harriott and assigned by said Harriott to Plaintiffs for two hundred and. Sixty two dollars. Dated June 1st 1844. and payable One year from date &c Also for goods Sold &c. Claimed as due Debt 262 dollar damages 300 dollars C. W. B. Allison atty for Plff
Returned endorsed by the Sheriff as follows to wit
Served June 6. 1845. on W. W. Woods. & R. P. Mann by delivering a Copy of the Original writ personally to them
Served June 17. on Samuel Woods by delivering a Copy of this writ personally to him W. M. Robinson Sheff
And afterwards towit on the 29th day of September A.D. 1845 The said Tweedy Jennings & Co by C. W. B. Allison their attorney filed herein their Declaration which reads in the words and figures following towit
The State of Ohio Union County S.S. Court of Common Pleas of Union County Ohio August Term A.D. 1845. Oliver B Tweedy Edward Jennings John Q. Plimpton and Rodman Q. Moulton Partners under the name and firm of Tweedy Jennings & Co. Complain of William W. Woods Reuben P. Mann and Samuel Woods in a plea of Debt For that whereas the Defendants on the First day of June, A.D. 1844. at the County of Union aforesaid by their certain writing obligatory commonly called a promisory note Sealed with their Seals & to the Court now here Shewn bound themselves to pay unto one James E. Harriott or bearer the sum of two hundred and Sixty two dollars one year after the date thereof which period hath now elapsed, and the said James E. Harriott then and there endorsed the said Sealed promisory note to the plaintiffs whereof the defendants then and there had notice and in consideration of the premises, the defendants then and there agreed to pay the amount of said Sealed note to the plaintiffs according to the tenor and effect thereof whereby an action hath accrued to the Plaintiffs to demand and have from the Defendants the said Sum of Two Hundred and Sixty two dollars Yet the defendants hath not nor hath either of them paid the same or any part thereof and whereas also the Defendants on the fourth day of June A.D. 1845. at the County of Union aforesaid were indebted to the Plaintiffs in the Sum of Three hundred dollars for the price and value

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of goods then and there bargained and sold by the plaintiffs to the defendants at their request, And in three hundred dollars, for money then and there lent by the plaintiffs to the defendants at their request And in three hundred dollars in money then and there paid by the Plaintiffs for the use of defendants at their request which said Several moneys were to be respectively paid by the defendants to the Plaintiffs on request yet the defendants hath not nor hath either of them paid any of the said moneys or any part thereof to the Plaintiffs damage of three hundred dolleas and thereupon they bring Suit &c By C.W.Ballison their atty.

And afterwards Court now on this day to wit the day and year first herein before written 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 debt against the said Defendants Wm W. Woods. Reuben P. Mann & Samuel Woods and his damage 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 William W. Woods Reuben P. Mann and Samuel Woods doth owe the said Tweedy Jennings & Co. the sum of Two hundred Sixty two dollars. and do assess the damage by reason of the detention thereof to thirteen dollars and Sixty seven cents Therefore it is considered that the said Tweedy Jennings & Co. recover of William W. Woods. Reuben P. Mann, and Samuel Woods. the said sum of Two hundred & Sixty two dollars. debt aforesaid, and the said Sum of Thirteen & 67/100 dollars damages aforesaid assessed, and also their Costs in this behalf expended taxed to

dollars cents

$1.00 Attest. John Cassil Clerk

Stephen D. Bishop
A. A. Stewart

Pleas before his Honor James D. Torbut Esqr. President, James R. Smith Christian Myers & Levi Phelps 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 Six Be it remembered that heretofore to wit on the 17th day of april A.D. 1846. Stephen D. Bishop by Gilbert and Baldwin his attorney filed herein the following note of hand and and Power of atty to confess Judgement thereon, Which

said note & Power of attorney reads in the words & figures following towit. "To N. H Swayne Esquire and to any attorney of Record in 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 such Court be of Record or not and in my Stead to enter an Amicable Action in Debt, at the Suit of Stephen D. Bishop and there in to receive a declaration upon a Certain sealed bill or writing obligatory bearing date on the Nineteenth day of November A D 1845. by me sealed and delivered to the said Stephen D. Bishop for the sum of Six hundred and Seven dollars and Thirty Seven cents and to suffer Judgement, to be rendered against me by default Cognovit, nil dicit, non sum informatus or otherwise for the sum of Six hundred and Seven dollars and Thirty Seven cents debt and for such damages as may appear from said Bond, to be due at the time of the rendition of said Judgement, and waive all benefit of appeal. Witness my hand Seal, this Nineteenth day of November A D 1845. A. A. Stewart S.S.

$607 37/100 For Value Rec'd I promised to pay Stephen D. Bishop the sum of Six Hundred & Seven dollars and Thirty Seven Cents one day after date as witness my hand and Seal this Nineteenth day of November A D 1845.

A. A Stewart S.S.

And afterwards towit on the 14th day of April A D 1846. The said Stephen D. Bishop By Gilbert & Baldwin his Attorneys filed herein his Declaration in the words and figures following towit

State of Ohio Union County ss. Court of Common Pleas April Term 1846.

Stephen D. Bishop Complains of Alexander A. Stewart in a plea of Debt, for that whereas the said Defendant, on the Nineteenth day of November, A D 1845. at Columbus towit at the County aforesaid made his Certain writing obligatory of that date Sealed with his Seal, and now to the Court here Shews, 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 Six hundred and Seven dollars, and thirty Seven cents to be paid to the said Plaintiff one day after date Yet the said defendant hath not paid the said Sum of money nu any part thereof to the Damage of the said Plaintiff Two hundred dollars and thereupon he brings Suit &c

By Gilbert & Baldwin his Attorneys,

And afterwards towit on the 14th day of April 1846 Stephen D. Bishop by C. W. B. Allison his Attorney filed herein his Answer, in the words and figures following towit

Alexander A. Stewart ads Stephen D. Bishop, Union Com Pleas. Debt April Term A D 1846. And the said Defendant by C. W. B. Allison attorney and by his

ture of a Warrant of Attorney for that purpose exe cuted by said Defendant waives the issuing and Service of process. admits that said Defendant does owe and is in debted to the said Plaintiff in the sum of Six hundred Seven $\frac{37}{100}$ dollars and that said Plaintiff hathe sustained damages by reason of the detention thereof to the amount of One $\frac{40}{100}$ dol lars and Confesses Judgement in favor of said Plaintiff and against said Defendant for the said Sum of Six hundred and Seven $\frac{37}{100}$ dollars debt and one $\frac{40}{100}$ dollars dam ages and releases all error and waives all right and benefit of appeal in behalf of said Defendant

C W. B Allison attorney for Defend t

and afterwards towit now on this day towit the day & year first herein before written Came into Court Stephen D. Bishop by Gilbert & Baldwin his Counsel and filed his Dec laration against the said A. A. Stewart and by virtue of a Warrant of Attorney for that purpose executed by the said A. A. Stewart Trained the issuing and Service of process and Acknowledged that the said A A Stewart did assume and promise in manner and form as the said Stephen D. Bishop hath in his said Declara tion alledged against him and Confessed that the said Stephen D. Bishop hath sustained damage by reason of the detention thereof Therefore it is considered that the said Stephen D. Bishop recover of the said A A Stewart the Sum of Six hundred and Seven dollars & Thirty Seven cents Debt and also the Sum of One dollar and Forty cents Damages so confesed as aforesaid and also his Costs in this behalf expended taxed to

dollars cents And all error is re leased and all right and benefit of appeal Trained by the said A. A. Stewart.

$1.00 Attest John Cassil Clerk

Phillip Plummer
vs
Michael S. Cramer.
Polly Cramer his wife formerly Polly Thompson.

Pleas before his Honor James L Torbut Esqr. President. James R. Smith Chris tian Myers. 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 Fourteenth day of April in the year of Our Lord One thousand eight hundred and Forty Six,

Be it remembered that heretofore to wit on the 14th day of October A D 1846. Phillip Plummer by Allison & Curry his attorneys sued out of the Clerks Office. of said Court his writ of Summons. which said writ reads in the

words and figures following towit "State of Ohio Union County ss. To the Sheriff of said County Greeting. We Command you to Summon Michael S. Cramer and Polly Cramer his wife formerly Polly Thompson 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 Phillip Plummer in a plea of Assumpsit Damages $300.00 dollars and have you then there this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 14th day of October A.D. 1845. John Cassil Clerk, writ brot upon Note of hand. made by the said Polly Cramer before Coverture under the name of Polly Thompson to the Plaintiff or bearer, for Two hundred and Fifty dollars payable on or before the first day of Oct 1840. and dated Sept 24. 1840. &c. Also for goods sold and delivered money had and received &c damages claimed as due $300.00 Allison & Curry Atty for Plaintiff

returned endorsed by the Sheriff as follows towit, Served this writ Oct 16. 1845. by certified Copies of this writ Wm M. Robinson Sheriff

And afterwards towit on the 8th day of Decr. 1845. The Plaintiff by his Atty filed herein Declaration in the words and figures following towit, Union County ss Court of Common Pleas October Term A. D. 1845. Phillip Plummer, Complains of Michael S. Cramer, and Polly Cramer his wife formerly Polly Thompson, in a plea of assumpsit for that whereas the said Polly whilst she was unmarried under the name of Polly Thompson on the 24. day of September A.D. 1840. at Union County Ohio made her promisory note in Writing and delivered the same, to the Plaintiff and thereby then and there promised to pay to the Plaintiff or bearer two hundred and Fifty dollars on or before the first day of October, A.D. 1840. which period has now Elapsed and whereas also the said Polly whilst she was unmarried on the 24th day of September 1840. at Union County Ohio, was indebted to the said Plaintiff in Two hundred and Fifty dollars for the price & value of Goods. then and there sold and delivered by the Plaintiff to the said Polly at her request and in Two hundred and Fifty dollars for money then and there had and received by the said Polly for the use of the Plaintiff And the said Polly afterwards on the 1st day of January A.D. 1841. whilst She was unmarried at the County aforesaid in Consideration of the premises respectively promised to pay the said last mentioned several sums of money to the Plaintiff on request. Yet the said Polly

whilst unmarried and the Defendants since their inter
marriage have respectively disregarded all of the afore
said promises and have not nor hath either of them paid
the aforesaid moneys nor any part thereof to the damage
of the Plaintiff Three hundred dollars and thereupon he
brings his Suit &c. By Allison & Curry his attornies,
And afterwards to wit now on this day to wit the day and year
first herein before mentioned came the said Phillip Plummer
by his Attorney and the said Michael Cramer and Polly
Cramer though solemly called came not but made default
wherefore it is considered that the said Phillip Plummer
ought to recover his damage 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 Phillip Plummer to One hundred and Twenty
dollars and Thirty Seven cents Therefore it is considered
that the said Phillip Plummer recover of the said
Michael S. Cramer & Polly Cramer the said Sum of One
hundred Twenty dollars & thirty Seven cents his damages
aforesaid assessed and also his Costs in this behalf ex-
pended taxed to dollar cents
$81 Attest John Cassil Clerk.

Matthew Gooding
vs
Horace Andrews

Pleas before his Honor James D. Torbut Esqr. President James R. Smith, Christian Myers & Levi Phelps 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 five, —
Be it remembered that heretofore towit on the 14th day of October AD 1845 Matthew Gooding by Curry & Allison his Attorney's sued out of the Clerks Office of the said Court of Common Pleas his writ of Summons which said writ reads in the Words and figures following towit. "State of Ohio Union County ss. "To the Sheriff of said County Greeting We Command you to Summon Horace Andrews to appear on the first day of our next Term before the Judges of our Court of Common Pleas in and and for the County aforesaid at the Court House in said County to answer unto Matthew Gooding in a Plea of assumpsit Damages 200,00 dollars and have you then there this writ, Witness John Cassil Clerk of said Court at the Court House aforesaid this 14th day of October AD 1845. John Cassil Clerk,
Ad. — Suit brot on a Due bill made by Defendant to Plaintiff or bearer for One hundred and thirteen Dollars

and Ninety Four cents dated July 13. 1844. and due at date &c. also for goods sold and delivered money had and received &c. damages Claimed as due $200.00

Allison & Curry attys for Plff

"Sheriff returned said writ endorsed as follows Issued this writ Oct 14. 1845. by certified Copy of this writ

Wm W. Robinson Sheriff

and afterwards towit on the 8th day of Decr. A.D. 1845 the Plaintiff by his Attorneys filed herein his Declarations, which reads in the words and figures following to wit "The State of Ohio Union County ss. — In Union County Comanon Pleas. of the Term of October A.D. 1845. Matthew Gooding Complains of Horrace Andrews in a Plea of assumpsit For that whereas the Defendant on the 13th day of July. in the year of our Lord One thousand eight hundred and Forty four at the County of Union aforesaid made his due bill in writing and delivered the same to the plaintiff and thereby then and there promised to pay to the Plaintiff or bearer One hundred and thirteen dollars and Ninety four cents at the date thereof aforesaid which period hath now Elapsed and the said defendant then and there in consideration of the premises promised the plaintiff to pay him the amount of the said due bill according to the tenor and effect thereof. And whereas also, the defendant on the first day of October A.D. 1845. at the County aforesaid was indebted to the Plaintiff in the sum of 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 money found. to be due from the defendant to the Plaintiff on an account then and there Stated between them. And the defendant afterwards on the day and year last aforesaid at the County aforesaid in Consideration of the premises respectively promised the plaintiff to pay him the several monies herein above mentioned on request yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys or any part thereof To the damage of the Plaintiff of two hundred Dollars and therefore he brings his Suit &c by Allison & Curry his Attorneys. — And afterwards towit Now on this day towit the day and year first hereinbefore written came the Plaintiff by his attorney and the Defendant Horrace Andrews made default. Whereupon it is considered that the said Matthew Gooding ought to recover his damages by reason of the premises, and

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neither of the parties requiring a Jury. And the Court being fully advised of the premises do assess the damages of the said Matthew Gooding to One hundred Thirty five dollars and Ninety Cents Therefore it is considered that the said Matthew Gooding recover of the said Horrace Andrews the said sum, of One hundred Thirty five dollars and Ninety cents his damages aforesaid in form aforesaid assessed and also his Costs in this behalf expended, taxed to dollar cents The Plaintiff Comes and remits Forty Seven dollars & Forty five cents on above Judgment.
$87 attest John Cassil

Matthew Gooding
vs
A. D. Alden
} Pleas before his Honor James L Torbut Esqr President James R. Smith Christian Myers & Levi Phelps his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within & for the County of Union and State of Ohio on the Fourteenth day of April in the year of our Lord One thousand Eight hundred and Forty five. — Be it remembered that heretofore towit on the 28th day of October AD 1845. Matthew Gooding by Allison & Curry his attorneys sued out of the Clerks office of said Court his writ of Summons. — which said writ with the endorsement thereon and the Sheriffs return reads in the words and figures following towit "State of Ohio Union County ss. To the Sheriff of said County Greeting. We Command you to Summon Andrew D. Alden 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 Gooding in a Plea of Assumpsit damages 300. dollars, and have you then there this writ. Witness John Cassil, Clerk of said Court at the Court House aforesaid this 28th day of October AD 1845. John Cassil Clerk SD.

"Writ brot on note of hand given by defendant to Plaintiff or bearer for one hundred and Sixty nine dollars and Fifty two Cents with interest from date annually, payable twelve months after date and dated July 31. 1844. &c. Also for goods Sold and delivered money had and received. &c damages claimed $300. on Oct 27. 1845. Allison & Curry attys for Pltff.

"Served the within writ by a certified Copy of the within writ W. M. Robinson Sheriff

And afterwards towit on the 8th day of Decr. 1845 Matthew Gooding by his attorneys filed herein his Declaration in the words and figures following towit

"The State of Ohio Union County ss. Court of Common Pleas of Union County of the Term of October AD 1845.

Matthew Gooding Complains of Andrew S. Alden in a
Plea of Assumpsit For that whereas the defendant on the
thirty first day of July in the year of our lord one
thousand eight hundred and Forty Four at the Coun
=ty of Union aforesaid made his promissory Note in
writing and delivered the same to the Plaintiff and
thereby then and there promised to pay to the Plain
tiff or bearer One hundred and sixty Nine dollars
and Fifty two Cents. twelve months after the
date thereof with interest from date annually
which period hath now elapsed. And whereas also
the defendant on the first day of October A.D.
1845. at the County aforesaid was indebted to 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 De
fendant at his request, and in the Sum of
Three hundred Dollars then and there had and
received by the defendant for the use of the Plaintiff
And in three hundred dollars found to be due from
the defendant to the plaintiff on an account then
and there Stated between them And the defend
ant afterwards to wit on the day and year last afore
said at the County aforesaid in Consideration of the
premises respectively promised the Plaintiff to pay
him the several moneys herein above mentioned on request
Yet the defendant hath disregarded his last mentioned
promises and hath not paid any of the said moneys
or any part thereof to the damage of the Plaintiff
three hundred dollars and therefore he brings his Suit
&c. By Allison & Curry his attorneys. and
And afterwards towit the day and year first herein before
mentioned Came Matthew Gooding by his attorneys
and A. S. Alden came not but made default,
Where upon it is Considered that said Matthew Good-
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 Goodig to One
hundred Eighty Six dollars and Eighty Six Cents
Therefore it is Considered that the said Matthew
Gooding recover of the said A S. Alden, the said
Sum of One hundred Eighty Six dollars and Eighty
Six Cents, his damages aforesaid in form aforesaid
assessed, and also his Cost in this behalf expended
taxed to dollars. Cents

§. 81. Attest John Cassil Clerk

Matthew Gooding
v.
J. R. McDowel

Pleas before his honor James D. Torbut Esqr President James R. Smith Christian Myers & Levi. Phelps. 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 Fourteenth day of April in the year of our Lord one thousand eight hundred and Forty six,

Be it remembered, that heretofore towit on the 28th day of October Matthew Gooding by Curry & Allison his attorneys sued out of the Clerks office of said Court his writ of Summons, which said writ, and the endorsement, together with the Sheriffs Return, reads in the words and figures following, State of Ohio Union County ss. To the Sheriff of said County. Greeting. We command you to Summon John R. McDowel 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 Gooding in a Plea of assumpsit damages 200 dollars and have you then there this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 28th day of October A D 1845. John Cassil Clerk A.D. Suit bout on Note of hand given by Defendants to Plaintiff or bearer for One hundred and thirteen dollars and eight Cents payable twelve months after date and dated Aug 3d 1844. &c also for goods sold and delivered money had and received &c damages claimed $200.00. Allison & Curry atty. for Plaintiff, — Sheriffs return reads as follows Served this writ by delivering a certified Copy of this writ to the Defendant W. M. Robinson Sheff And afterwards towit on the 8th day of December A D 1845. Came the Plaintiff by his attorneys and filed herein his Declaration in the words and figures following towit

The State of Ohio Union County ss. Court of Common Pleas of Union County of the Term of October A D 1845. Matthew Gooding Complains of John R. McDowel in a plea of Assumpsit For that whereas the Defendant on the 3d day of August in the year of our lord One thousand eight hundred and Forty four at the County of Union aforesaid made his promissory note in writing and delivered the same to the Plaintiff and thereby then and there promised to pay to the Plaintiff or bearer One hundred and Thirteen dollars and eight cents twelve months after the date thereof which period hath now elapsed and whereas also the Defendant on the first day of October A D 1845. at the County aforesaid was indebted to the Plaintiff in the 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 and in the sum of Two hundred dollars for money found to be due from the Defendant to the Plaintiff on an account Stated between them

And the defendant afterwards towit on the day & year last aforesaid at the County aforesaid in considera=tion of the premises respectively promised the plain=tiff to pay him the Several moneys herein above mentioned on request yet the defendant hath dis regarded his last mentioned promises and hath not paid any of the said moneys or any part thereof To the damage of the Plaintiff of the Sum of Two hundred dollars and therefore he brings Suit &c
By Allison & Curry his attorneys
And afterwards towit on the day and year first herein aforesaid. Came the Plaintiff by his attorney And the Defendant came not but made default Whereupon it is considered that the said Matthew Gooding 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 Goodig to One hundred Seventeen dollars and eighty one cents Therefore it is Considered that the said Matthew Good=ing recover of the said D. R. McDowell, the said Sum of One hundred Seventeen dollars, and eighty one Cents his damages, aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to dollars. cents,
$.81 Attest John Cassil Clerk,

Richard Smith
Elisha Higbee.
James Moses.

Pleas. before his Honor James L. Torbut. Esqr. President. James R. Smith Christian Myers and Levi Phelps. his associates Judges at a Court of Common Pleas began & held at the Court House, in the Town of Marysville within and for the County of Union and State of Ohio, on the Fourteenth day of April in the year of our Lord One thousand eight hundred and Forty Six, Be it remembered that heretofore towit on the 8th day of Oct. A.D. 1845. Richard Smith by Allison & Curry his attorneys sued out of the Clerks office of the Court of Common Pleas of Union County his writ of Summons, which said Writ together with the endorse=ment & Sheriff's Return reads in the words and fig=ures following towit. "State of Ohio Union County ss. To the Sheriff of said County Greeting, We Com=mand you to Summon Elisha Higbee & James Moses. 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 Richard Smith, in a plea of assumpsit damages 200 dollars and I have upon then there this writ. Witness John Cassil, Clerk of Said Court, at the Court House aforesaid this 28th day of October A.D. 1845. John Cassil Seal.
Suit brot on a note of hand given by defendants to plaintiff or order for Eighty five dollars Dated Oct. 8. 1838. and payable One year after date &c also for goods Sold and delivered money had and received &c damages Claimed $200.00
Allison & Curry. "Served Oct 30 1845. by certified Copy of this writ Wm. W. Robinson Sheff.
And afterwards towit on the 8th day of Decr. A.D. 1845. Richard Smith by Allison & Curry his attorneys filed herein his Narration in the words and figures following towit "The State of Ohio Union County ss. Court of Common Pleas of Union County of the Term of October A.D. 1845. Richard Smith Complains of Elisha Higbee and James Moses in a plea of assumpsit For that whereas the defendants on the eighth day of October A.D. 1838. at the County of Union aforesaid made their promissory note in writing and delivered the same to the Plaintiff and thereby then and there promised to pay to the Plaintiff or order. Eighty Five dollars, One year after the date thereof which period hath now elapsed. And whereas also the defendants on the first day of October A.D. 1845. at the County aforesaid were indebted to the Plaintiffs in the Sum of Two hundred dollars for the price and value of goods and Chattels then and there Sold. and delivered by the Plaintiff to the defendant at their request, And in Two hundred dollars for money then and there had and received by the defendants for the use of the Plaintiffs And in Two hundred dollars for work then and there done and materials for the Same provided by the Plaintiffs 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 the defendants afterwards towit on the day and year last aforesaid at the County aforesaid in Consideration of the premises respectively promised the Plaintiff to pay him the Several moneys herein above mentioned on request yet the defendants have disregarded their last mentioned promises and have not paid any of the said moneys or any part thereof to the damage of the Plaintiff Two hundred dollars and therefore he brings his Suit &c. by Allison & Curry his attys
And afterwards to wit, the day and year first herein before written, Came the Plaintiff by his attorney and the defendants came not, but made default Whereupon it is considered that the said Richard

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 premis do assess the damages of the said Richard Smith to One hundred eighteen dollars & Twenty Cents Therefore it is Considered that the said Richard Smith recover of the said Elisha Higbee and James Moses, the said Sum of One hundred eighteen dollars & Twenty cents his damages aforesaid in form aforesaid assessed, and also his Costs in this behalf expended & taxed

to dollars cents

Attest John Cassil Clerk,

$1.87

Eliza M. Ewing
v.
David Chapman &
Polly his wife John
W. Allen, & Harriet his wife,
James S. Ewing. Thomas
M Ewing Salina, Jane
Ewing Erretus R. Ewing
Geo. M. Ewing Robert Q.
Ewing Edward M. Ew-
=ing & Margaret Ewing

Pleas before his Honor James L.
Torbut Esqr. President James R.
Smith, Christian Myers and
Levi Phelps. his associates Judges.
=ges. at a Court of Common
Pleas began 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 Six. — Be it remembered that heretofore to wit
on the 30th day of October A.D. 1846. Eliza M. Ewing
by Corwin her Attorney filed herein her Petition in
Chancery, 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 Petitioner Eliza M. Ewing of said County
represents unto your honors that she is one of the heirs and
legal representatives of Joshua Ewing late of said County
deceased. that the said Joshua Ewing died seized of the
following premises lying in said County to wit Seventy
five acres taken out of Lucas Sullivants Survey No 3686
beginning at the upper Corner of 80 acres sold by Lucas
Sullivant to Henry Sagar on the upper side of Darby
Creek. thence with Sagars line N. 37. W. to the back
line of the Original Survey thence with said line S.
53° W. to a Corner of James Ewings land. thence with
said Ewings line S. 37.° E. to his lower Corner on the
banks of Darby Creek thence down the Creek with the
meanders thereof to the beginning also the whole of
Survey No 7209. beginning at an Elm and Black

Haws. on the lower Side of Darby Creek upper Corner to Lucas Sullivants Survey N° 5238. thence S 110 poles passing a Cherry and Burroaks at 90 poles to 3 burroaks thence W. 64 poles to a hickory and Jackoaks both Saplings thence N. 45 poles to 3. hackberries and a Burroak on the Bank of Darby Creek thence down the Creek with the meanders thereof to the beginning Containing 35 acres. Your Petitioner further represents that David Chapmans Polly his wife John W. Allen & Harriet his wife James S. Ewing Thomas M. Ewing Salina Ewing Aretus R. Ewing George M. Ewing Robert E Ewing and Edwd M. Ewing heirs and legal representatives of Joshua G. Ewing are Tenents in Common with your Petitioner in said land above described and that Margaret Ewing widow of said Joshua Ewing decd is entitled to Dower in the same. your petitioner further represent that the heirs of the said Joshua G. Ewing above named are entitled to two fifths of said land. by virtue of a purchase of one fifth thereof made by the said Joshua G. Ewing in his life time from George G. Ewing one of the heirs and legal representatives of said Joshua Ewing decd as aforesaid & your Petitioner; David Chapmans and Polly his wife and John W. Allen and Harriet his wife to the remaining three fifths in equal Proportions. Your Petitioner therefore prays that Partition of said lands may be made and the Dower of the said Margaret Ewing assigned therein 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. Corwins, atty for Pet'r.
And afterwards to wit on the 30th day of October A.D. 1845. On motion to the Court by Corwins, attorneys, for the Petitioner & it appearing to the Court that James S. Ewing Thomas M. Ewing Salina Ewing Aretus R. Ewing Geo M. Ewing Robert E. Ewing & Edward, M. Ewing part of the defendants named, in this Cause, are minors it is ordered that Thomas M. Ewing, be appointed Guardian Ad litem for said infant Defendants who here in open Court accepted said Appointment and enters the appearance of said Minors and files his answer, in this Case, which said answer reads in the words and figures following towit" Union Com'r Pleas 1845. James S. Ewing Thomas M. Ewing Salina Jane Ewing Aretus R. Ewing Geo. M. Ewing Robert E. Ewing & Edw'd M. Ewing by Thomas M. Ewing their Guardian ad litem ads Eliza M Ewing appearance & Answer, And the said James S. Ewing Thomas M. Ewing Salina Jane Ewing Aretus R Ewing George M. Ewing Robert E. Ewing & Edw'd M. Ewing by their Guardian Ad litem Thomas M. Ewing comes and waives the issue and Service of Process and enter their appearance, to this Cause, & for answer say that they can

not gainsay the facts contained in said Petition but admit the same to be true And consent & request that the prayer of said petition be granted Thomas W. Ewing Guardian ad litem. And afterwards to wit on the 30 day of Oct: 1845. Came, David Chapman & Polly his wife & filed herein his answer, as follows.

"And the said David Chapman & Polly his wife in their own Proper person. appear & waive the issuing & Service of Process & enter their appearance. to this suit and for Answer say that they cannot gainsay the facts Contained in said Petition but admit the same to be true & consent & request that the prayer of said Petition may be granted &c. David Chapman & wife

And afterwards towit on the 30. day of Oct. 1845. Wm Allen & Harriet N. Allen. filed herein their answer as follows towit "And the said William Allen & Harriet his wife in their own proper persons appear & waive the issuing & Service of Process. & enter their appearance to this Cause, And for Answer say they cannot gainsay the facts stated in said Petition but admit the same to be true and hereby Consent and agree that the Prayer of said Petition be granted. William Allen Harriet Allen,

And afterwards towit on the 30th day of Oct 1845 This Cause came on to be heard on the Petition and Answer of the Defendants and the Court being fully advised in the premises do order that by the Oaths of David Gill James A Curry & Jessee Gill one equal full third part of the lands in the Petition described be assigned and Sett off to the said Margaret Ewing as her dower estate and that by the like Oaths of the same David Gill James A Curry & Jessee Gill Partition be made of said lands subject to said Dower estate in the following proportions towit to the said Eliza M. Ewing one equal fifth Part, to the said Chapman & Polly his wife one equal fifth part to the said John M. Allen & Harriet his wife one equal fifth part and to the said James I. Ewing Thomas McEwing Selina I. Ewing Aretus K Ewing George M. Ewing Robt E. Ewing & Edward M. Ewing the remaining two Fifths And 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 said Partition to be made accordingly returnable the next term of this Court, to which time this Cause Stands Continued, And afterwards towit on the 25 day of November A D 1845 a certified copy was issued directed to the Sheriff under the Seal of Court, and by him returned on the 13th day of December A D 1845 endorsed as follows. towit

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"December 13th A D 1845. Personally appeared before me Wm M. Robinson Sheriff of Union County, the within named David Gill Jessee Gill & James A. Curry and made Solemn Oath to discharge the duties of Commissioners in Partition of the within described real estate impartially according to law and the best of their Abilities Wm M. Robinson Sheriff I have executed the Command of the within writ by the oaths of David Gill Jessee Gill & James A. Curry, The within named Commissioners is hereto annexed, as part of my return Wm M. Robinson Sheriff of Union County
Which said Report reads in the words and figures following to wit, To the Court of Common Pleas of Union County. Agreeably to the Order of Court we the undersigned have made partition of the estate of Joshua Ewing as follows By Consent of Margaret Ewing Widow & heirs the said heirs are to pay Margaret Ewing for her dower Twenty five dollars yearly during her life time it being the interest on one third the Valuation of all the lands
To Eliza M. Ewing and John W. Allen & Harriet his wife we assign all the lands, lying on the South side of Hanby creek, and twelve acres on the North side beginning at a Burr oak, in the Back line of the Original Survey Corner to the heirs of Henry Dagan 80 acre lot thence with Dagan line S. 37. E. to the Orchard Fence W 53 W. So far that a line N 37. W. to said Original Back line will include twelve acres, thence with said line to the Beginning
To David Chapman and Polly his wife eighteen acres, beginning at the lower Corner on the Creek to James Ewings 75 acre lot, thence with his line N. 37. W. to the back Corner of his 75 acre lot, which is in the back line of the Original Survey. thence with said Back line N. 53. E. So far that a line S. 37 E. or Parallel with the first mentioned line will include 18 acres. To James D. Ewing Thomas M. Ewing Salina J. Ewing Aretus W. Ewing Geo M. Ewing Robert G. Ewing Edwd. M. Ewing heirs of Joshua G. Ewing deceased. we assign the ballance of the land, belonging to the Estate supposed to be Forty five acres. David Gill James A. Curry Jessee Gill
December 25. 1845.
And afterwards Court on the day and year first herein before mentioned, On motion to the Court by Cowins attip 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 & Report be and the same are hereby approved and confirmed and that the said Parties hold in severalty the Shares set off and assigned to each respectively by the said Commissioners and it is further Ordered

that the Costs and expenses of this Suit, including twenty dollars. to be paid to M. B. & I. Corwin the attorney, taxed to dollars. be paid within 20 days by the parties in equal proportions and that in default thereof that execution issue therefor

$1.87 Attest John Cassil Clerk

Christopher Hannawalt.
Elizabeth Bachman.
Administrators of Jacob.
✓ Bachman deceased.

vs.

John Bachman et al.

Plea before his Honor. James L. Torbert. Esqr. President James R. Smith, Christian Myers & Levi Phelps. his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the 14th day of April in the year of our Lord One thousand eight hundred and Forty Five. — Be it remembered that heretofore to wit on the 15th day of Sept. A.D. 1845. Christopher Hannawalt & Elizabeth Bachman Administrators of Jacob Bachman deceased filed herein their Petition in Chancery which reads in the words and figures following to wit "To the Court of Common Pleas of the County of Union Ohio in Chancery Sitting Your Petitioners Christopher Hannawalt. & Elizabeth Bachman administrators of the Estate of Jacob Bachman decd respectfully represents That the total value of the personal estate and effects of said decedent is as near as can be ascertained one hundred & Forty Seven & 75/100 dollars which will more fully appear by the Certificate of the Clerk of this Court herewith filed marked A. That the amount of debts owing by the deceased. as nearly as they can be now ascertained amount to two hundred and eighty two dollars and the amount of the Charges of Administration to dollars the personal effects and estate are insufficient to pay said debts. The said deceased died in fee simple of the following real estate situate in the Township of Mill creek Union County Ohio being and known as the West part of lot No 8. of Survey No 3006. of the Virginia Military District adjoining the lands of Levis Jenkins Jacob Hartman & others Beginning at a beech and Ironwood Stump in the middle of the Marysville Road. it being the South West Corner of the said Jenkins land in the West Original line of the aforesaid Survey & running thence with said line South 31° E. Sixty Six poles to an Iron Wood. and ash thence N. 8° E. 57½ poles to a Stake thence N. 18° W. 63½ poles to a Stake in the Road. near a beech and Sugar Stump in said Road. thence with said

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Road South 80 W. 74 poles to the beginning containing Twenty five acres more or less. the said decedent died leaving your Orator Elizabeth Bachman, his widow who is entitled to Dower in said premises The following persons are heirs having the next estate of inheritance in the premises above described for the said decedent namely John Bachman Josiah Bachman David Bachman David Conkelin and Hester Ann his wife and Jacob Bachman, all residents of said Union County Joseph Layman and Fanny Layman his wife who are non residents of this State and Emery Nathan Lorain and Anna Loran his wife whose place of residence is not Known, Your Petitioners pray that the said persons above mentioned and described having the next estate of inheritance in said premises from said decedent be made parties defendants to this Petition that the Dower of the said Elizabeth Bachman may be set off the Several rights &c of said defendants adjusted &c, And that your Petitioners may be ordered to sell, said real estate &c. & Such other Relief &c. By Allison & Curry Sol. for Petitioners Which said Certificate refered to & Marked A. reads in the words and figures following towit I. John Cassil Clerk of the Court of Common Pleas in and for the County of Union Ohio hereby Certify that the Sale bill of the estate of Jacob Bachman deceased. as returned to this office by the Administrator amounts to One hundred and Forty Seven dollar and Seventy eight Cents given under my hand this 13th day of September A D 1845. John Cassil Clerk. And afterwards towit on the 29th day of October in the year of our lord. one thousand eight hundred and Forty five. The Complainants by Allison & Curry their Sol. filed herein Proof of Publication of the Pendency of the Petition, which Proof reads. in the words and figures following towit "Union Common Pleas. Petition to Sell land, Christopher Hannawalt and Elizabeth Bachman. Administrators of Jacob Bachman deceased. vs. John Bachman. Josiah Bachman. David Bachman Jacob Bachman David Conkelin and Hester Ann his wife Joseph Layman & Fanny his wife and Emery N. Lorain & Ann his wife Jo Joseph Layman and Fanny Layman his wife and Emy Lorain & Ann Loran his wife who are heirs and legal representatives of Jacob Bachman deceased You are hereby informed that on the 15th day of Sept. 1845 said Administrators filed their Petition in the Court of Common Pleas of Union County Ohio the object and prayer of which Petition is to obtain an order &c, at the next Term of said Court for the assignment of the Dower of Elizabeth Bachman the Widow of the said Jacob Bachman decd. in, and for the Sale of the following real estate of which the said Jacob Bachman died Seized or so much thereof as may be necessary to pay the Debts of the decedent, towit the Homestead and farm, upon which

the said Jacob Bachman resided at the time of his decease, being the West part of lot No 8. of Survey No 3006. in the Virginia Military District Situate in Mill Creek Township Union County Ohio and Containing Twenty five Acres more or less. Christopher Hamnawalt Elizabeth Bachman deceased By Allison & Curry Sols. The State of Ohio Union County ss. G. A Cassil do make Solem Oath that a Notice of which the Annexed is a true Copy was pubished for four weeks consecutively immediately previous to the 25th day of October 1845. in the Eaglet a News paper of General Circulation in Said County of Union where Jacob Bachman last dwelt. G. A Cassil
Sworn to and Subscribed before me this 28th day of October 1845. James Turner J. P.
And afterwards towit on the 28th day of October A.D 1845. David Conklin & Esther his wife Josias Bachman David Bachman John Bachman & Jacob Bachman and filed herein their Answer as follows towit
And the said John Bachman Josiah Bachman Davis Conklin Hester Ann Conklin his wife Jacob Bachman and David Bachman in their own proper persons come & waive process, and appear to said Petitions and hereby Consent to the Sale &c. of the Premises in the Petition described as prayed.. David Conklin Esther Conklin his wife Josias Bachman, David Bachman John hixman Bachman Jacob Bachman,
And afterwards towit on the 29th day of October A.D 1845.
On motion to the Court by Mr Allison Counsel for the Petitioner It is ordered that the said Elizabeth Bachman, be endowed of One equal third part of the following real estate in the Petition mentioned viz Situated in Mill Creek Township Union County Ohio being and Known as the West part of Lot No 8. of Survey No 3006 of the Virginia military district adjoining the lands of Lewis Jenkins Jacob Hartman & others begining at a Beech and Ironwood Stumps in the Middle of the Marysville Road, it being the S.W. Corner of the said Jenkins land. in the West Original line of the aforesaid Survey and running thence with said line S 1° E. 66 poles to an Ironwood & Ash thence N. 8° E. 57½ poles to a Stake N. 18° W. 63 poles to a Stake in the road near a beech and Sugar tree Stump in said Road thence with said Road S. 80° W. 74 poles to the Beginning Containing Twenty five acres at it is further ordered that William Harp John Hutchinson & James Thompson Jr. being first duly Sworn do upon actual view of the premises lett off and assign the said Dower to the said Elizabeth Bachman, and make returns of Such assignment together with a just

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valuation of said real estate Subject to said Dower
Forthwith — — — The said Order having been Certified
to the said Commissioners under the Seal of said Court
was returned on the 30th day of October 1845. endorsed
as follows towit "In Obedience to the order of Courtin
this case after being duly sworn and upon actual view
of the premises in said Petition described we the under
signed appraisors do find that said premises are entire
and that no division thereof can be made by metes and
bounds and do therefore Sett off and assign to said
Elizabeth Bachman as and for her dower therein the
sum of eight dollars 33⅓ cts yearly during her life
being one third part of the Clear annual rents issues
& Profits of said Premises and we do estimate the
just value of said real estate Subject to and incum
bered by the payment of said sum yearly, at eight
dollars pr Acre Oct 30. 1845. Wm Hays: John Hutchin
-son, James Thompson Jr. Appraisors.
State of Ohio Union County ss. On the 30th day of October
1845 before me personally appeared John Hutchinson & James
Thompson Jr. two of the within named and made Solem Oath that
that they would upon Actual view honestly and impartially
assign dower and appraise the real estate of Jacob
Bachman decsd in pursuance to the order of the Court of
Common Pleas of Union County in the case of Christo
pher Hannawalt. and Elizabeth Bachman administ
trators in Jacob Bachman &others Oct 30. 1845. Wm Hays
Justice of the Peace of said County
State of Ohio Union County ss. on the 30th day of October 1845
before me personally appeared Wm Hays one of the above named
and made Solem Oath that he would upon Actual view
honestly and impartially assign Dower. and appraise the
real estate of Jacob Bachman deceased. in pursuance of
the order of the Court of Common Pleas of Union County
in the Case of Christopher Hannawalt and Elizabeth
Bachman administrators v. John Bachman & others
Oct 30. 1845. James Thompson Justice of the Peace of said County
And afterwards to wit on the 30th day of October A.D. 1845.
On motion to the Court by Allison & Curry Counsellors for
the Petitioners and upon producing the assignment of
Dower and appraisement herein made by John Hutchin
son James Thompson & Wm Hays. under a former order
of this Court It is ordered that the said administra.
tors proceed according to law to sell the real estate in
said Petition described subject to the said Dower es
tate of the said Elizabeth Bachman and upon the
following Terms One third Cash in hand one third
in One year and the ballance in two years with in
terest from the day of Sale to be Secured by Mortgage
on the Premises and It is further Ordered that the

Said Administrators make return of their proceedings in the premises to the next Term of this Court, — Which Said return reads as— follows towit, "In pursuance to the within order We gave notice of Sale in due form of law and at the time and place mentioned in said Notice for said Sale towit at the Door of the Court House in the Town of Marysville on the 31st day of January 1846. We offered said property at public vendue and Robert Gamble having bid therefor One hundred and thirty nine dollars and he being the highest & best bidder and the Same being more than two thirds of the appraised value thereof We Struck off and Sold the Same to him for that Sum being Five Dollars and Fifty Six cents pr Acre, Christopher Hannawalt & Elizabeth Bachman Admrs. of Jacob Bachman deceased. April 13. 1846.

And afterwards towit now on this day to wit the day and year first herein before written, On motion to the Court by Mr Allison 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.

$2,18 Attest John Cassil Clerk,

Charles Burr. Admr.
vs
Elizabeth Dean. et al

Pleas before his Honor. James R. Torbut. Esqr. President, James R. Smith Christian Myers & Levi Phelps 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 Fifteenth day of April in the year of our Lord one Thousand eight hundred and Forty Six,

Be it remembered that heretofore towit on the 6th day of July A.D. 1840. Charles Burr. by W.C. Saurence his Attorney filed herein his Petition in Chancery which Said Petition reads in the words and figures following towit, "To the Honorable the Judges of the Court of Common Pleas in the County of Union Ohio in Session and in Chancery Setting!

your Petitioner Charles Burr a resident of said County and Administrator with the Will annexed, of John Dean late of this County deceased respectfully represent to your honor that by the last Will and Testament of said decd he disposed of all his personal property in Kind to his minor Children and made several legacies to such of his children as had left his family and charged the payment of the same upon and from the proceeds of Ninety Six acres of land. and left no other means of paying the debts of said deceased. but the proceeds of said lands. All the lands of which the said Dean died seized lie in this County and amount to 396 acres and by said Will he devised three hundred acres of the same to his minor Children Elizabeth. Jackson George and Greenland Dean whom your orator prays may be made defendants to this bill and further that the said Dean in his life time sett off and appointed the 96 acres to be sold for the purposes aforesaid on the North end of his farm to be laid off so as to lie parallel. to the north line of said farm but in his will made no provision for the sale by any person specifically said Dean left the following heirs of age towit Sarah Howe of Kentucky whose husbands Christian name is unknown to this Petitioner Owen Dean in the State of Illinois John Dean same State and Ruth Bodkin of ~~same~~ State Ohio whose husbands Christian name is alike unknown All of whom your Orator prays may be made defendants Your Orator further shows that he has proceeded. so far as possible under said Will in execution of the same, as can be done without the sale of said land, and that the debts and legacies due from said estate remain wholly unpaid and must do so until the same is sold to enable your orator so to do. the description of said lands so far as your orator can is that the lands are a part of Survey N° 3443 V.M. entered in the name of David Duncan, for one thousand acres and lying on the Waters of Pokes Creek in this County The prayer of your Petitioner therefore is that he may be enabled by the order of this Court to sell said 96 acres off the North end of the lands of said Dean decd that the debts may be paid and the Will executed and as in duty bound he will ever pray &c. By W.C. Lawrence his Sol.

And afterwards to wit on the 4th day of Novr. AD 1841. The Plaintiff by counsel produced proof of publication of Notice and this cause is continued Which said notice and proof. reads in the words and figures following towit "Union Common Pleas Petition to sell land. Charles Burr Admr. with the will annexed. of John Dean. vs. Eliz. Dean Jackson George and Greenland Dean minors Sarah Howe & husband Owen Dean John Dean & Ruth Bodkin & husband heirs and legal representatives of Daniel

dean decsd In Chancery. The Bill Charges the death of the said John Dean & the disposition of the personalty entire by will and that the debts are directed to be paid from the proceeds of the sale of ninety six acres off of the North end of the land of said Dean decs^d lying in Union County, being part of Survey N°3443 entered in the name of David Duncan, on Bokes Creek and further charges that there is no special power in said will authorizing the sale thereof and concludes with a prayer for an order of court for the sale of s^d land. The said Sarah How and husband. resident Some where in Kentucky Owen Dean and John Dean of the State of Indiania and Ruth Rodkin & husband. Some where in the State of Ohio the christian names of the husbands of said Sarah and Ruth being unknown to the Petitioner as well as the present residence of said non residents defendants are hereby notified that they appear and defend. or the said Bill and matter therein charged will after the expiration of sixty days. from the rising of the next term of said Court be taken for confessed and a decree rendered accordingly W. C. Lawrence Sol for Pet: J. H. Gill Clerk Ed. Court. —

"State of Ohio Union County ss. Personally appeared in open Court Robert McBratney Publisher of the Union Star a Weekly Newspaper published in Marysville of said County and of general Circulation therein who being duly Sworn according to law Says that the appended notice appeared for six weeks successively in said Paper of which the one here attached is one, Prior to the first day of this term Robert McBratney Sworn. 4. 1841. — Sworn to and Subscribed before me this 4th day of Novr. 1841. James H. Gill Clk And afterwards towit on the 26th day of April A D 1842. This Cause was Continued. — And afterwards towit on the 2d day of August. A D 1842. This Cause was Continued And afterwards to wit on the 8th day of Novr A D 1842 This Cause was Continued under former order. And afterwards towit on the 21st day of April A D 1843. This Cause was Continued under former order. And afterwards to wit on the 8th day of July A D 1843. This Cause was Continued. — And afterwards towit on the 18th day of October 1843 This Cause was Continued under former order. And afterwards towit on the 16. day of april A D 1844 This Cause was Continued under former order. And afterwards towit on 1st day of Oct A D 1844. This Cause was Continued under former order And afterwards towit on the 30th day of May A D 1845. On motion to the Court by Mr Lawrence Counsel for Petitioner It is ordered that James Henderson David Danforth and Andrew

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Thompson being first duly sworn do upon Actual
view of the premises make a Just valuation of the real
estate described in the Petition of Charles Burr Admr.
of John Sloan decsd or so much thereof as may be necessary
to pay the Debts of Said estate and that they return
Such valuation to the next Term of this Court,
And afterwards towit on the 19th day of August A.D. 1845.
The Said Apporaisors filed herein their report in the words
and figures following towit. "We the undersigned Com
missioners mentioned in the order directed to us from the
Union Comn Pleas Court after being duly Sworn upon
an actual view of the premises we estimate Said land
mentioned in the Petition at three dollars and Fifty
cents pr acre given under our hands and Seals this
19th day of August A.D. 1845. James Henderson Seal
David Danforth Seal A.A. Thompson, Seal, The State
of Ohio Union County ss On the 19th day of August 1845
before me personally appeared James Henderson David
Danforth & Andrew Thompson above named and made
Solemn Oath that they would upon actual view honestly
and impartially apporaise the real estate of John Sloan
decsd in persuance of the Order of the Court of Comon
Pleas of Union County in the Case of Charles Burr Exr
vs Elizabeth Sloan & others Joshua Judy. J.P.
And afterwards towit on the 19th day of August A.D. 1845.
Appraisment returned, and Confirmed and the Court
finding it necessary to Sell Said premises to pay Debts,
the Said Executor is ordered to Sell Said premises upon
the following Terms One third in hand one third in
one year from the Sale thereof and the remaining
third in two years with interest and make report to
the next Term of this Court to which time this Cause
is Continued. And afterwards to wit on the 29th day
of October A.D. 1845. This Cause was continued under
former order of Sale And afterwards towit on the
29th day of February 1846. the Said Charles Burr filed
herein his report which Said report reads in the words &
figures following towit "In persuance to the within Order
proceeded to Advertise the premises in the Bill described
as appears by the appended notice for more than 30
days in the only paper published in, & of general Circu
lation in the County of Union and on the 31st day of
December 1845. proceeded between the hours of 10 Oclock
Am. and 4 Oclock PM. to Sell by public Outcry at
the door of the Court House, in the Town of Allaysville
to the highest bidder the lands as described in the notice
and then and there struck off the Same to Isaac
Halloway he being the highest and best bidder therefor
at the Sum of three dollars pr acre the Same being
more than two thirds the apporaised value thereof.

upon terms as directed Charles Burr. Esq with the Will Annexed. December. 29. 1845
And afterwards towit. the day and year first herein before written On motion to the Court by Alx. Lawrence Counsel for the Petitioner and upon producing the return of the proceedings and Sale made by 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,
$1.30 Attest John Casil Clerk

James Goulden
vs.
Hannah Goulden

Pleas before his honor James R. Torbut Esqr. President James R Smith Christian Myers & Levi Phelps, 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 Fourteenth day of April in the year of our Lord One thousand eight hundred and Forty six, Be it remembered. That heretofore towit on the 7th day of July A.D. 1845. James Goulden by D. C. Doughty filed his Petition in Chancery which said Petition reads in the words and figures following towit "State of Ohio Union County ss. To the Honorable Judges of the Court of Common Pleas, in and for the County of Union in Chancery Setting. Humbly Complaining Sheweth unto your honors. Your Orator James Golden, a resident of the County of Union and State of Ohio, for more than One year last past, that your Orator was lawfully joined in the bonds of Matrimony to his present Wife Hannah, on or about the Seventeenth day of September eighteen hundred and Forty four, which time forward they have been and now are inhabitants of the County of Union And your Orator further Sheweth unto your honors. that the said Hannah whom your Orator prays may be made defendants to this bill that she the said Hannah Since the said Seventeenth day of September wickedly disregarding the solemnity of her vows and the Sanctity of the Marriage Mate hath Committed Adultery with One Benjamin Golden and others to your Orators unknown, And your Orator further Sheweth unto your honors that the said Hannah

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did on or about the Night of the finast of October Eighteen hundred and Forty four. at the County of Union and Township of Paris retire to a bed fitted up at the house of Wm Goldens where on lay the said Benjamin Golden, and the said Benjamin Golden then and there had Carnal Connection with the said Hannah and she the said Hannah did then and there Commit Adultery with him the said Benjamin Golden And your Orator further Sheweth unto your honor that by means of the said Several premises above set forth that the domestic Peace and Happiness of your Orator has been entirely destroyed and that your Orator further prays that the Marriage between your Orator and the said Hanna may be dissolved according to the Statute in such Cases made and provided &c Solicitor Sol' for Compl't, And afterwards towit on the 20th day of August A.D. 1846. The following Writ of Subpaena, issued viz "The State of Ohio Union County ss. To the Sheriff of said County Greeting We Command you that you Summon, Hannah Golden to appear before the Judges of our Court of Common Pleas., at the Court House on the 28th day of October. next ensuing to Answer a Bill in Chancery exhibited against her by James Golden and this she shall in no wise omit under the penalty of One thousand dollars and have then and there this writ, Witness John Cassil Clerk of our said Court at the Court House this 20th day of August A.D. 1845. John Cassil Clerk Com Pleas. Seal," The Sheriff's return upon said Writ reads as follows. towit Served the within writ by delivering a Certified Copy of this writ personally to the Defendant Hannah Golden, also a Copy of the Plaintiffs Bill Oct 9th A.D. 1845 Wm M. Robinson Sheriff
And afterwards towit on the 28th day of October A.D. 1846. This Cause was Continued. And afterwards towit now on this day towit, the day and year first hereinbefore Written. This Cause came on to be heard upon the Petition and Exhibits on file and the Testimony introduced by the Petitioner James Goldens, and the Court being fully advised in the premises do find that the Allegations contained in the Petition to be fully Sustained and proved by the Testimony The Court do therefore order adjudge and decree, The Marriage So had between the said James Golden and Hannah Golden to be dissolved and each of them forever freed from the obligations of the same the Court do further order that the said James Goulden pay the Costs of this Suit taxed at dollars with 60 days or that in default thereof that Execution do issue for the same,

$.75 Attest John Cassil Clerk

Bales Breedlove &
Jrathan Wells Admrs
of Levi Wells decsd
vs.
The Widow & Heirs
of Levi Wells & others

Pleas before his Honor James D
Dorbut Esqr President. James R.
Smith Christian Myers and Sew
Phelps his associates Judges at
a Court of Common Pleas of
Union Began 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
Six. Be it remembered that heretofore towit on the 18th
day of April A.D 1843. the Complainants by D. S Bell
their Atty filed herein their Petition which said Pe
=tition reads in the words and figures following towit,
To the honorable the Judges of the Court of Commn
Pleas of Union County Whein in Chancery sitting Your. Pe
titioners Bales Breedlove and Jrathan Wells Administra
tors of the Estate of Levi Wells deceased represents unto
your honors. that they were appointed by this Court at a
special session thereof in December 1841. administrators
of the goods chattels rights Credits monies and effects
which were of Levi Wells deceased, late of said
County of Union who died intestate and that in
pursuance of said appointment became Qualified
as such and took upon themselves the duties of said
Office and in due time and manner returned
to this Court the true appraisment and Sale Bill
and such other Exhibits as by law they were bound
to do. your Petitioners represents to your honors. that
the Sale Bill of the Personal Property amounted to
$387.33 cents that the apporaisment bill of the notes
accounts, bonds bills money &c. necessary to be apporaised
according to the Statute in such Cases made and provi
ded amounted to $1287.12. the amount of property taken
by the Widow at the apporaisment amounted to $147.25
Your Petitioner proceeded to apporaise and Sell the per
sonal property left by the decedent, and take notes
Secured as the law directs and since they became due
put them in suit for Collection but as yet have not
realized the amount of them the stay of Execution has
been taken and Sufficient time has not elapsed to
make the money on the judgements by due course of
law but your Petitioners believe the whole will be collec
-ted Your Petitioners state that as they have not for time
Collected the amount due the estate, so the debts are
unpaid all of which are as follows towit a Judgement
in favor of Thompson heirs against said decedent of
between Six and Seven hundred dollars precise amount
not recollected in Delaware County Common Pleas also
about $350.00. due Paul Igou of Champaign on this

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suit has been brought against the administrators and Bail
on said note of said Wells there is also a note of $450. in fa
vor of Samuel Marks against said Wells and one Belly is se cu
=rity on this last, suit is brought in favor of Peter Harper also
$52.00 due one Harriot of this County also a demand in favor
of Frederick Belly of $57.80. together sundry small claims of
about $100. also a claim of $2.50 due one Pollock of this County there
is another note of $59.00 credited by $160 but this claim your Peti
tioners believe to have been paid though the holder of said
note insists on the claim also one to the Urbana and Cham
paign insurance Co. of $750 secured by Bales & Eliyah Breed
love. total amount about $2439 the amount of Notes Bonds
Money &c which the Administrators charge themselves with as
above mentioned is $1287.12 in this there is a claim against
one Ward in this County who has applied for the benefit
of the Bankruptcy law and probably but little if any thing
will ever be realized from this claim leaving ballance to charge
Administrators with of $1087. And your petitioners further rep
=resent to your honors, that in 1839. one alpheus Hoskins of this
County purchased by Title Bond. herewith filed and made
part of this Bill Letter A. of one Hugh Thompson. deceased
one hundred and Twenty five Acres. of land in Union County
Ohio and for full and perfect description thereof reference
is had to said Bond. for the Consideration ~~of~~ $150. about
$422.00 Hoskins paid leaving $1077.43 cents to be paid to
draw interest from date dated May 1st 1839. on the 14th of
August 1840. said Hoskins assigned said Levi Wells
said Bond with an agreement that said Wells should
pay the Ballance of the Consideration Money and
interest up to that date making about $85.45. making in
all about $11.60 for which said Wells gave his notes to said
Thompson all has been paid in the life time of Wells but
between Six and Seven hundred dollars for which said
judgement has been taken in Delaware County as
above Stated and that constitutes one of the exhibits
above mentioned of Claims due and owing the estate
said Wells was also to pay as further Consideration for
said land to said Hoskins the amount of about $592.00
excepting the interest on the $1097.43 he gave. his note
to said Hoskins for $592.00 on which there is a Credit
by payment made by Wells of $160. and the ballance has
as Complainants Charge been paid Complainants Charge
as they have been informed a Deed was once made. for this
land to Wells by Thompson but never delivered your Pe
=titioner having thus represented to your Honors the Condi
tion of the estate further represent that it is indespen
sably necessary to sell the interest of the heirs of Wells
in said land to pay the debts of the Estate the person
alty being insufficient said Wells at his death left a
Widow named Susannah Wells of this County and
the following Children and heirs viz

Absalem Wells of Champaign Co. Ohio Rebeah the wife of
of Williams Reeves of Tippecanoe County Indiana &
Your Petitioner Said Nathan, Samuel Wells. of this
County Elizabeth wife of Geo Holycross. of Champaign
County Ohio died a Short time since leaving an in
=fant Child, not as yet named, Richd Wells of this County
Aged about 20 years Nancy Wells of this County aged
about 17 year Andrew Wells aged about 15 years Susannah
Wells aged about 13 years. James & Christiana Wells both
aged about ten years & Levi Wellaged about five years all
of said minor heirs live in this County none of them have
guardians and your Petitioner pray that a Guardian Ad
litem for said Minors be Appointed by your honors. and
that said Widow and all of said Children and heirs
together with said Holycross. & Reeves and the heirs
of said Elizabeth and Holycross. by such name as
may hereafter be given. be made defendants to this
Bill and that said Hoskins be made defendants to
this Petition said Thompson departed this life about
the year and left Widow named Polly Thompson who
has since married with Michael Cramer, a resident
of this County, and your Petitioner desire that said
Cramer and wife be made Party defendants to
this Bill the following are the heirs and only heirs
of said Thompson, Hannah Thompson aged 19 years &
Jane Thompson aged 14 years. both of this County and
both of whom your Petitioner pray may be made de
fendants to this Bill and that your Honor appoint
a Guardian Adlitem for the said Jane for the
purpose of her safener to this proceeding that said
Guardian Ad litem when Appointed be defendant to
this proceeding your Petitioner represent that the fee
Simple of said land. was in said Thompson by regular
Chain of Title from the United States your Petitioner Sub
mits to your honors whether said Widow of Levi Wells is
not entitled to dower in the value of said land. after
deducting the amount of the Judgement now in
favor of said Thompsons heirs between 6 & 7 hundred dollars
there is Considerable improvement on said land. and
is probably worth about Fifteen hundred dollars and
of the note against said J Beltz & Phillip Beltz, of $500.
will not be due, until July 1843. the personal Assetts are
insufficient by Several hundred dollars to pay the debts
May it please your Honor to Compell all of the defend
ants true Answers to make on their oaths to all the
facts Charged in this Bill to order a Sale of the in
terest in said land, that belongs to said Widow and
heirs of Wells to Allow said Widow Such dower as will
be right and the money arising from the Sale to ap
ply Sufficiently of the ballance to pay the debts

after the personalty is exhausted to extend the time to settle the estate one year from this time and grant such other and further relief as may be right in the premises and grant your Honor mnt of Subps. &c. H. S. Bell Sol for Complt
The said Article refered to and made a part of this Bill reads in these words. and figures to wit "Article of agreement made and entered into this first day of May in the year of our lord eighteen hundred and thirty nine between Hugh Thompson and Alphens Hoskins both of the County of Union and State of Ohio Witnesseth that said Hugh Thompson hath sold and doth hereby agree to convey in fee simple unto said Alphens Hoskins by a good and sufficient General Warrantee Deed, on or before the 25th day of January in the year 1840. upon the punctual payment by said Hoskins of the Consideration money hereafter mentioned One hundred and Twenty five acres of the following described premises Situate in the County of Union Township of Allen and State of Ohio part of Military Survey N°2833. and bounded and described as follows. Beginning at William Milligans North East Corner in the back line of the original Survey thence S. 53° W. with Milligans line to the Creek where Isaac McLungs E'and Corners in said Milligans line thence up the Creek with its meanders. So far as shall include one half the Survey sold by Lyne Starling to Thomas McLung for 292 acres, to a Stake thence N 53 E. so far as shall reach the original back line to a Stake in said line thence S. 37 E. with said line to the place of beginning containing 150 Acres of which Twenty five Acres is reserved adjoining Milligans line, to be of equal width on the Southerly side and the said Alphens Hoskins doth hereby agree to pay said Hugh Thompson the sum of Fifteen hundred dollars the Consideration money for said premises in the manner following Four hundred and Twenty two dollars and fifty Seven cents cash in hand. which he the said Alphens Hoskins has this day paid me, and for the ballance which is One thousand Seventy Seven dollars and Forty three cents he the said Hoskins has given me his promisory note due the 25th day of January in the year 1840. with interest and the said Hoskins agrees to make punctual payment as Specified above to the time or forfeit his Claim to the premises and in that case the above mentioned note to be void In Testimony whereof I have hereunto set my hand and Seal this first day of May A.D 1839.
Hugh Thompson Seal
Attest William Anders.
I. this day assigne the within bond to Levi Wells and when said Wells shall pay the amount of said Bond that is due to Hugh Thompson then I bind myself that said Thompson shall make or cause to be made a good and sufficient Warrantee Deed for the within described tract of land Allen Township Ohio Augt 14. 1840 alpens Hoskins
Witness E W Cravens.

And afterwards towit on the 17th day of May A D 1843.
a Subpoena was issued directed to the Sheriff of
Union County, which said writ & Sheriff's return
reads in the words and figures following towit
"The State of Ohio Union County ss. To the Sheriff of the
County of Union Greeting We Command you that you
Summon Samuel Wells, Richd Wells, Nancy Wells
Andrew Wells, Susannah Wells, James Wells Christia
na Wells, Levi Wells, Alphens Hoskins, Michael Crama
Polly Cramer Hannah Thompson & Jane Thompson to ap
pear before the Judges of our Court of Common Pleas at
the Court House on the Fifth day of July next ensuing
to Answer a Petition in Chancery exhibited against them
by Bales Breedlove & Nathan Wells Administrators of Levi
Wells deceased, and this they shall in no wise omit unde
the penalty of one thousand dollars, and have then
and there this writ, Witness John Cassil, Clerk of our
said Court at the Court House, this 17. day of May A D 1843
Sd. John Cassil, Clerk of Common Pleas.
Served by Certified Copies on all the within except Nancy
Wells. Michael Cramer. Polly Cramer, Alphens Hoskins
Hannah & Jane Thompson, June 26. 1843. June 27. 1843
Served on all the above named except Nancy Wells by
Certified Copies, Nancy Wells not found, W. W. Stuckhoff
And afterwards to wit on the 17th day of May a writ of
Subpoena was issued to Sheriff of Champaign Co. which
said Writ and Sheriffs return reads, as follows. "The State
of Ohio Union County ss. To the Sheriff of Champaign County
Greeting We Command you that you Summon Absalem
Wells, Geo Holycross. and an infant heir of George & Eliza
beth Holycross, having no name to appear before our Court
of Common Pleas in and for said Union County at the
Court House in said County on the frist day of the
next Terms of said Court to answer the matters
and charges contained in a Petition in Chancery
exhibited against them by Bales Breedlove & Natha
Wells Administrators of Levi Wells decd and this they
shall in no wise omit under the penalty of one
thousand dollars and have you then there this writ
Witness John Cassil Clerk of said Court at the Court
House in Marysville this 17th day of May A D 1843.
Sd. John Cassil Clerk. " June 15. 1843. The within
Defendants not found John C. Leigh Sheff by James M.
Colwell Dept. And afterwards towit on the 19th day
of April A D 1843. On affidavit filed and on motion of
D. S. Bell attorney for Petitioners and it appearing to
the Court that William Reeves and Rebeka his wife two
defendants to said petition are non residents of the State
it is ordered that publication of the pendency of this
Suit and the substance of Petition and the prayer

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be published in the Union Gazette a Newspaper of general Circulation in Union County for Six Consecutive weeks before the next Term of this Court, and afterwards to wit on the 5th day of July A D 1843. This Cause Continued under former order. and afterwards to wit on the 18th day of October A D 1843. this Cause was Continued under former order Defendants have leave to answer. And afterwards towit on the 16th day of April A D 1844. The Complainants filed herein Notice of the Pendency of this Suit, which said notice and Proof of its Publication reads in the words and figures following towit "Union Common Pleas In Chancery Wales Breedlove and Nathan Wells Administrators of Levi Wells, deceased. vs. Susannah Wells Widow & Absalem Wells, William Reeves & Rebial his wife late Rebiah Wells, Samuel Wells Geo. Holycross, & an infant heir of said Holycross. Richd Wells Nancy Wells Andrew Wells, Susannah Wells James Wells Christiana Wells Levi Wells Alphens Hoskins Michael Cramer & Polly his wife Hannah Thompson & Jane Thompson, defendants, Petition for Sale of Real estate of deceased, to pay Debts. The Complainants filed their aforesaid Petition in said County, on the 18th day of April 1843. Charging amongst other things that they are the administrators of Levi Wells deceased, that the Sale bill of the personal property amounted to $387.53 that the appraisment bill of the notes accounts bonds &c, amounted to $1287.12 property taken by the Widow at the appraisment, $147.25. that the debts due and owing by the estate is $2439.00 the amount Chargeable to the Administrators consisting of notes Bonds Moneys &c is $1287.12 cents that in 1839. Defendant, Alphens Hoskins purchased by Title Bond of one Hugh Thompson deceased 125 acres of land in Union County Ohio for the Consideration of $1500.00 and paid $422.00 thereon and in 1840. assigned said Bond to said Levi Wells said Levi Wells agreeing to pay the Ballance of the Consideration money and interest that be=tween Six and Seven hundred dollars remain unpaid that Judgement was rendered for the same, that for further Consid=eration for said land Wells gave his note to said Hoskins for $592.-00 dollars which has been paid by defendant, that it is neces=sary to Sell the land to pay the debts that the personalty is insufficient, that said heir of said Holycross. is an infant and the name unknown, to Complainants, Defendants Richard Nancy, Andrew, Susannah James Christina and Levi Wells are all minors and for whom a guardian Adlitum is prayed William Reeves & Rebiah his wife reside in Jeppersonoe County Indiania that said Thompson is dead leaving his widow named Polly who since intermanied with said Michael Cramer that Defendants Hannah and Jane are children and heir and only heirs of said Thompson, and Jane is a Minor that the fee simple of said land was in said Thompson. & Submits to the Court whether the widow of said Wells is not entitled to dower in said land said land is

worth 15.00 dollars, Said land is part of Survey No 2833. beginning at William Milligans North East Corner in the back line of the Original Survey. thence S 53° W. with Milligans line to the Creek, where Isaac McLungs land corners in said Milligans line thence up the Creek with its meanders so far as shall include one half of the Survey sold by Syne Starling to Thomas McLung for 292 acres to a Stake thence N 53 E. so far as shall reach the Original back line to a Stake in said line thence S. 37 E. with said line to the begin=ning containing 150 acres out of which 25 acres is re=served adjoining Milligans line to be of equal width on the Southerly side, Said petition concludes with a prayer that said real estate be decreed, to be sold to pay the debts of the estate after the personalty is exhausted and after allowing the Widow out of the money arising from the Sale, such Dower as will be right and for general relief &c. W. D. Bell Sol. for Pet,

And afterwards towit on the 15th day of April A.D. 1843. Michael Cramer, Polly Cramer & Hannah Thompson by P.B. Cole their Attorney filed herein their answer which said Answer reads in the words and figures fol=lowing towit "Bales Breedlove and Nathan Wells Admrs of the estate of Levi Wells decsd vs Michael Cramer et al. Union Com" Pleas Petition to Sell land The joint Answer of Michael Cramer Polly Cra=mer & Hannah Thompson defendants to said Peti=tion. For Answer to the same, so far as they are advised is necessary for them to answer say that Hugh Thompson decs in his life time and on the first day of May 1839. Executed the title bond which is marked "A" and filed with the Petition in this Case, to Alphens Hoskins for the Sale of the land therein described for which the said Hoskins was to pay the said Thompson, the Considera=tion mentioned in said Title Bond, being Fifteen hundred dollars, a part of which was paid and the ballance said Hoskins failed to pay when due and for which Ballance, being the ballance of the note of $1077. the said Thompson in his life time brought Suit but afterwards in the months of departed this life before a Judgement was obtain=ed on said Note, and the said Polly Cramer at that time Polly Thompson Widow of the said Hugh Thompson decs was afterwards appointed Admin=istrating of the Estate of said Hugh Thompson decs And thereupon as such Administrator she proceed accordingly to law and obtained a judgement against the said Hoskins on the law side of your Honorable Court in and for the County of Union

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at the October Term. thereof 1840. for the sum of $1011.71 and these defendants further Answering Say that previous to the rendition of said Judgement to wit on 14th Day of August 1840. the said Haskins assigned said Title Bond to said Levi Wells since dead. and afterwards to wit: on the day of April 1841. The said Polly Thompson as such Administratrix took from the said Levi Wells his judgement Notes for the full amount of said Judgement against said Hoskins with the intention, The said admr. believing it to be for the best interest of said estate to do so. in as much as the said Wells was then considered entirely responsible and able to pay said Claim whereas said Haskins was not and these defendants further answering Say that the said Levi Wells during the Summer of 1841. did pay to said Admr. on said Judgement notes about the Sum of $. being the amount of one note and something on the other. the ballance of which the said Wells neglected to pay when the same became due, & The said Michael Cramer. one of the defendants having intermarried with the said Polly Thompson was afterwards appointed Admr. of said Thompson estate and thereupon he brought suit on the remaining Judgement note against said Wells in the Court of Common Pleas Delaware County Ohio and at the Nov. Term thereof 1841. recovered Judgment on the same against said Wells for the sum of about $620. which with the interest since that time remaining unpaid is the amount yet due the said Thompson estate for said land. these defendants therefore pray the Court that said land may be sold as prayed for by the Petitioner and that the first money made by such Sale be applied to the payment of said Judgement. in favor in favor of said Hugh Thompsons Estate and that said Michael Cramer as administrator of said Thompsons estate be empowered by your honorable Court to make a Deed to the purchaser of said land on behalf of said Hugh Thompsons minor heirs By P.B. Cole Atty for Defts. Michael Cramer Polly Cramer Hannah Thompson. State of Ohio, Union County. ss. Personally appeared before the undersigned a Justice of the Peace in & for said County the said Michael Cramer Polly Cramer and Hannah Thompson and being each Severally Sworn according to law Say that the Several matters and things Set forth in the foregoing Answer as from the information of others they believe to be true and that all the other matters and things therein Set forth are true in Substance and in fact. Polly Cramer Hannah Thompson Michael Cramer. Sworn to and Subscribed to before me this 12th day of October A.D 1843. E.W. Haynes Just of the Peace, and afterwards to wit on the 18th day of October A.D 1843. Ephens Hoskins filed herein his Answer. which said Answer reads as follows to wit

Administrators of Levi Wells. in Union Common Pleas
in Chancery, the Seperate
Absalem Wells et al Answer of Alpheus Hoskins
to a Bill in Chancery exhibited against him and others
by Bayles Breedlove, Jonathan Wells Admr of the estate
of Levi Wells decd. And the said Alpheus Hoskins now
Comes and for Answer to said Bill or so much thereof
as it is deemed necessary for him to Answer Says
That the matters and things stated in said Bill
may be and are all true so far as this defendant
Knows. or believes with the exception of that part of the
bill which relates to the payment of the amount due
from said Wells decd to respondant, as the Original
purchase money for the land described in Com-
plainants Bill When respondant sold said land to
said Wells said Wells entered into a written Contract
with respondants to pay for respondant in addition
to the amount for which said Wells gave his note
to Respondant about three hundred and fifty dol
=lars the exact amount not now remembered, as said
Wells in his life time paid the amount of Respondants
debts so agreed to be paid and took up said Contract
and respondant is informed that said Contract is
now in the hands of the Compls, - Respondant is in-
=formed, that said Administrators consider the amount
so paid Should be in pursuance of said Contract
Should be deducted from the amount of the note
Still due respondant But respondant expressly
Charges that the Amount so paid was a Seperate
Agreement and a bonafide part of the Consider
=ation in addition to the amount for which the
Note was drawn respondant further States that
the said note was drawn, by said Levi Wells for
the sum of $598.92 and due the fourth day of June
1843. with interest upon which there is one endorse
ment of 110$ of May 5, 1841. and one of $50.50 Respond
ant further States that the ballance of said note
is Still justly due and owing from said Estate
to respondant, Respondant is willing said land
Should be sold, but asks that the amount due Res
=pondants be paid out of the proceeds of said Sale
before the Same be distributed among the other
Creditors of the Estate &c, State of Ohio Union Coty
ss. Alpheus Hoskins being duly Sworn Says that the matters
and things contained and stated in said Bill from the
information of others he believes to be true and the matters
and things Stated as of his own Knowledge are true
in Substance and fact A. Hoskins
Subscribed and Sworn this 18th day of August 1843.
John Cassil Clerk

And afterwards towit on the 18th day of October A D 1843. Came the Complainants by D. A. Bell, their attorney and filed herein their replications to the Foregoing Answers. which Replications reads in the words and figures following towit Bales Breedlove and Nathan Wells Administrators of Levi Wells decs'd vs. Michael Cramer Polly Cramer & Hannah Thompson, In Chancery. And the said Complainants come and say that the matters and things set forth in their Bill of Complaint are true in Substance and in fact and that the matters and things set forth in the answers of the defendants Contrary thereto are untrue and this he is ready to make Appear as by this Court Shall be directed D. S. Bell Solici =tor for the Complainant".

"Bales Breedlove and Nathan Wells Administrators of Levi Wells decs'd vs. A. Hoskins In Chancery in Union Com'n Pleas and the said Complainants come and Say that the matters and things contained and set forth in their said Bill of Complaint are true in Substances and in matter of fact and that the matters and things set forth in the answer of said Hoskins contrary thereto are untrue and this he is ready to make appear as by this Court Shall be directed D. S. Bell atty for Compl't, And afterwards towit on the 16th day of April A D 1844. This Cause Coming on to be heard upon the Bill, Answers of File, Replications thereto and Proof of Publication as to Non residents described in the Bill, and Exhibits on file and the Court being fully advised in the premises and it appearing to the Court that a Sale of the real estate des =cribed in Complainants Bill, is required to pay the debts of the Estate, Some of which are preferred Claims and are Liens upon the premises and it further appearing to the Court that Susannah Wells, Widow of said Levi Wells deceased, is not entitled to any part of the real estate described in said Bill as Dower. the Court do therefore order that E W. Cranny William Inskeep and Enoch Morse, being first duly Sworn do upon Actual View of the real estate in said Bill described towit One hun =dred and Twenty five acres, Situate in the County of Union Aforesaid in the Township of Allen in said County, part of Military Survey No 2833. bounded and described as follows, Beginning at William Milligans North East Corner in the back line of the Original Survey thence S. 53 W. with Milligans line to the Creek, where Isaac McClung land comes in, Said Milligan line thence up the Creek with its meanders, So far as Shall include one half the Survey, Sold by Lyne Starling to Thomas McClung, for 292 acres. to a Stake thence N. 53 E. So far as Shall reach the aforesaid Back line, to a Stake in said line thence S 37° E. with said line to the place of Beginning, excepting

twenty five Acres part and parcel of the above des
=cribed land, Situated adjoining the Military line
to be of eqral width on the Southerley Side make a just
Appraisment and valuation of said Real estate and
make a return of Such Appraisment, and valuatin
to the next Term of this Court and that the said
Bales Breedlove and Nathan Wells administrators
as aforesaid proceed according to law, to Sell said
Real estate upon the following terms towit One third
thereof Cash in hand, one third in One year the
other and remaining third in two years from said
Sale the defered payments on interest to be Secured
by Mortgage on the premises that the administra
tors bring the money into Court, Subject to the
order of this Court, and that said administrators
make return of their proceedings to the next Term of
this Court, And that this Cause, Stand Continued
And afterwards towit on the 2nd day of July A.D. 1844.
the said administrators filed herein the Appraisment
and Report of their proceedings, which said Apprais
ment and report reads in the words and figures
following towit "Personally appeared before me R. R.
Hale a Justice of the Peace in and for the Township of
Allen Union County the within named E. W. Cravery Wm
Inskeep Enoch Morse, and dere duly Sworn to impartially
Appraise the within named estate according to law &
the best of their abilities this 10th day of June A.D. 1844.
R. R. Hale J.P. Fee 25cts. We the Undersigned being first
duly Sworn according to law have viewed the within
described real estate and do Appraise the Same at
Eleven dollars. pr Acre, this 10th day of June A.D. 1844.
E. W. Cravery Enoch Morse, & William Inskeep. (Admin
istrators Report) "This day between the hours of 10 Oclock
A.M. and 4 Oclock P.M. We offered the within described
lands and real estate for Sale at public Vendue by
Public Outcry at the door of the Court House, in the
Town of Mansfield in the County of Union Ohio in persue
ance of the Statute in such cases made and provided
but there has been no bids offered for said land. Bales
Breedlove and Nathan Wells Administrators of Levi
Wells decd by their Agent Elijah Breedlove,
And afterwards to wit on the 1st day of October A.D. 1844
This Cause was Continued under former order, and
afterwards towit on the 28th day of May A.D. 1845 this
Cause was continued under former order, And afte
afterwards to wit on the 19th day of August A.D. 1845
this Cause was continued under former order. And
afterwards to wit on the 28th day of October A.D. 1845
This Cause was Continued under former order of
Sale, And afterwards towit on the 14th day of

April A.D. 184
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April A.D. 1846. The said Administrators made their report in the words and figures following to wit Bales Breedlove and Nathan Wells Administrators of Levi Wells decd. vs. the Widow and heirs of said Levi Wells & others Union Com. Pleas Petition to sell land. In pursuance of an Order of Sale made at the April Term of said Court We gave notice of Sale in due forms of law and at the time and place mentioned in said notice for said Sale at the door of the Court House in the Town of Marysville in the County of Union Ohio on the Sixth day of December A.D. 1845. between the hours of 10 Oclock A.M. & 4 Oclock P.M. of said day We offered said property at public Vendue and Elizah Breedlove having bid therefor Nine hundred and Sixteen dollars & 66⅔ cents and he being the highest and best bidder and the same being more than two thirds of the appraised value thereof We Struck off and sold the same to him for that sum, Bales Breedlove Nathan his x Wells Administrators of Levi Wells deceased, Attest D.D. Bell, and afterwards to wit now on this day to wit the day and year first hereinbefore Written On Motion to the Court by Mr. Bell Counsel for the Petitioners and upon producing the return of the proceedings and Sale made by the said Petitioner as hereinbefore 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 Petitioners Execute and deliver to said purchaser a Deed in fee Simple for the real estate so by him sold as aforesaid,
Attest John Cassil Clerk.

$5.75

Henry Wolford
vs.
John McKitrick

Pleas before his Honor James L. Torbut. Esqr. President, James R. Smith, Christian Myers and Levi Phelps his associates Judges. at a Court of Common Pleas. began & held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Fourteenth day of April in the year of our Lord One thousand eight hundred and Forty Six.

Be it remembered. that heretofore to wit on the 3d day of June A.D. 1845. Henry Wolford by Otway Curry his atty. Sued out of the Clerks office of the Court of Common Pleas. of said County his writ of Replevin, which said Writ reads in the words and figures following to wit The State of Ohio Union County. ss. To the Sheriff of said County Greeting. We command you, that without delay you cause to be replevied unto Henry Wolford the following goods & Chattels to wit One Small Bay

Mare, with a Star in her forehead. which John
McKitrick wrongfully detains from the said Henry
Wolford. as is said, and that you also Summon the
said John McKitrick to appear at the next Term of
the next of our Court, of Common Pleas to be held
within and for the said County of Union. to answer
unto the said Henry Wolford for the wrongful detention
of the goods and Chattels aforesaid Damages One hun
dred. and fifty dollars. and have you then there this
writ Witness John Cassil Clerk of said Court at the Court
H. House in Marysville this 3d day of June AD 1845
John Cassil Clerk". The Sheriffs return upon said writ
reads in the words and figures following towit
"Served by reading this writ to John McKitrick, delivering
property to Henry Wolford who gave bonds agreeable to
the Statute. June 4. 1845. Wm C. Malin Dept. Shiff
And afterwards towit on the 5th day of June AD 1845.
The said Sheriff filed herein the appraisment & Bond
which said appraisment reads as follows. towit
Henry Wolford v. John McKitrick. The undersigned having
been Called upon by Wm C. Malin Dep: Sheff U.C.O. and
being duly Sworn. upon actual view we appraise a Bay
Mare being that Mare Replevied in this Case by
Henry Wolford at Thirty dollars given under our hands
and Seals this 4th day of June AD 1845.

Wm Hamilton (Seal)
Joshua Judy (Seal)
Cyprian See (Seal)

The above appraisment were duly Sworn,
by me on on the 4th day of June,
1845. Willia C. Malin Dept. Sheriff Said Bond
reads in the words & figures following "Know all men
by these presents that we Henry Wolford. Wm H. Frank and
Stephen Winget are held and firmly bound unto John
McKitrick in the penal Sum of One hundred dollars
lawful money to the payment of which well and truly
to be made, we bind ourselves our heirs executors
and Administrators firmly by these presents Sealed
with our Seals and dated this 4th day of May AD.
1845. The Conditions of this bond is this whereas the said
Henry Wolford. on the 3d day of May AD 1845 Sued
out of the Clerks Office of the Court of Common Pleas
of Union County his writ of Replevin for one Bay
Mare which John McKitrick wrongfully detains as is
said Now if the said Henry Wolford does well and
truly appear at the next Term of the Court of Com
=mon Pleas of Union County Ohio and prosecute his
Suit to effect and pay all Costs and Charges that
may be awarded against him by said Court then
this bond Shall be null & void otherwise to remain in
full force & virtue in law Henry Wolford seal,
Wm H. Frank, Seal, Stephen Winget. Seal.

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And afterwards towit on the 29th day of Sept. A.D 1845. Henry Wolford by O. Curry his attorney filed herein his Declaration which said Declaration reads in the words and figures following towit " Court of Common Pleas of Union County Of the Term of August. in the year of our lord 1845. The State of Ohio Union County ss. Henry Wolford by Otway Curry his attorney Complains of John McKitrick in a plea of Replevin for that the Defendant heretofore to wit on the first day of June A.D 1845 at the County of Union aforesaid wrongfully and unjustly detained in his possession and from the Plaintiff the following goods and Chattles of the plaintiff and until the same were replevied by the writ of Replevin issued herein towit: One Small Bay Mare with a Star in her forehead. to the damage of the Plaintiff One hundred and Fifty Dollars and thereupon he Sues &c By Otway Curry his Atty. -

And afterwards towit now on this day towit the day and year first hereinbefore written came the said Henry Wolford by his attorney and the said John McKitrick made default Whereupon it is considered that the said Henry Wolford 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 Henry Wolford to one cent Therefore it is considered that the said Henry Wolford recover of the said John McKitrick the said sum of One Cent damage as aforesaid and the Costs in this behalf expended. taxed to dollar cent. $1.00. Attest John Carsil Clerk,

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Wm Silvey and. Thomas Orr. vs. Silas Q. Strong

Pleas before his Honor James L. Torbut Esqr. James R. Smith Christian Myers. and. Levi Phelps. 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 Seventeenth day of April in the year of Our lord One thousand eight hundred and Forty Six. Be it remembered that heretofore towit on the 16th day of April A.D 1846. The Plaintiffs by W C Lawrence their attorney filed herein the following note and Power of attorney to Confess Judgement therein which said note & Power reads in the words and figures following towit" On demand. for value Rec'd I promise to pay W Silvey and Thomas Orr the full sum of Four hundred and Forty eight dollars and Ten cents Witness my hand this tenth day of April 1846. Silas Q. Strong.

Union County ss. I. Silas Q. Strong hereby Authorize and empower P.P. Cole or any other Attorney for me and in my name to appear in Court of Competent Jurisdiction at anytime hereafter and for me and in my name, enter my appearance to a Suit founded upon the above note waive the issue and Service of Process, accept a Declaration and by Plea Confess. a Judgement for the Amount of the above Note with interest against me Silas Q. Strong Seal Attest W. C. Lawrence, And afterwards towit on the 16th day of April AD 1846. the Plaintiffs by W. C. Lawrence their Attorney filed herein their Declaration in the words and figures following towit State of Ohio Union County ss. Union County Court of Common Pleas April Term 1846. William Silvey and Thomas Orr. Complains of Silas Q. Strong in a plea of assumpsit for that whereas the said Defendant on the 10th day of April 1846. at the County aforesaid made his Certain promisory Note in writing and delivered the same, to the Plaintiff and then and there, thereby promised to pay the said Plaintiff the sum of One hundred and Forty eight dollars and ten Cents on demand, which has been made and the said Defendant, then and there in Consideration of the premises promised to pay the Amount of the said Note to the Plaintiff on request, according to the tenor and effect thereof yet he has disregarded his said promises and has not paid the said note nor any part thereof although often requested to the damages of the Plaintiff 448 10/100 and thereupon they Sue &c. By W. C. Lawrence their atty. — And the said Defendant by P.P. Cole his attorney, afterwards towit on the 16th day of April AD 1846. filed herein his Plea which said Plea reads in the words and figures following towit," Silas Q. Strong adm. Silvey & Orr. Union Com. Plea. April Term 1846. And the said Silas Q. Strong by P.P. Cole his atty. Comes and defends &c. &c. and by virtue of a Warrant of attorney for that purpose executed by the said Strong and now here to the Court Shews waives the issue and Service of process. on the Note above Specified and accepts a Declaration and Confesses a Judgement in favor of the Plaintiff in the sum of 448 10/100 against the said Silas Q. Strong By P.P. Cole his Atty.

And afterwards towit now on this day towit the day and year first herein before written Came the Plaintiffs by their attorney W. C. Lawrence and filed their Declaration Whereupon the Defendant by P.P. Cole his attorney appeared in open Court and by Warrant of attorney for that purpose Executed by the said Silas Q. Strong and filed herein, waived

the issue and Service of Process. accepted the said Declaration of the Plaintiffs and Plead, and by Warrant of the Same Confessed a judgement in favor of the Plaintiffs against the said Silas Q. Strong in the Sum of Four hundred and Forty eight dollars and 10/100. It is therefore Considered that the Plaintiffs recover of the defendant the said Sum of $448 10/100 his damages so as aforesaid Confessed and also their Costs taxed at,

$.75 Attest. Dickson Cassil Clerk.

Elisha Q. Lee
vs.
Elijah Wolford

Pleas before honor James L. Torbut. Esqr. President, James R. Smith Christian Myers. and Levi Phelps. his associate Judges at a Court of Common Pleas of Union County 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 six. —— Be it remembered that heretofore towit on the 18th day of August A.D. 1845. the Plaintiff Elisha Q. Lee, filed in the office of the Clerks of said Court, the following Transcript from the Docket of James M. Wilkinson a Justice of the Peace, towit The State of Ohio Union County ss. Paris Township. Elisha Q. Lee vs. Elijah Wolford,

Plaintiffs Costs		Suit brought on a Book account Sterno amount
Issuing Summ	.12½	to $13.50 on which is a credit of $1.37 May 17.
Subp:	.12½	1845. —— Bill of Particulars of Plaintiff
Swearing Plaintiff	.04	filed, and Summons issued and delivered
Swearing Witness	.04	to William Wells Constable for appearance
Bail	.25	of the defendant on May 24th 1845. at 10
Const. Serv. Summ	.10½	O'clock. A.M. May 19. 1845 Summons returned
Dut	.10	endorsed, "Served by reading to the defendant
Mileage	.40	fee. Service 10. Milege 20 = 30. May 19. 1845. Wm
Wit. M. Collins	.50	Wells Const. —— May 17. 1845. Subpoena
Transcript	.31½	issued and delivered to Williams Wells Const.
Defendants Costs		for Matthias Collins at request of Plaintiff
Issuing Subp.	.16½	May 23 1845. Subpoena issued for Jeremiah
Swear. 2 Witnesses	.08	Curl & Stephen F. Kinney at request of Defen
Judgt	.25	dant and delivered to W Wells Const.
Const serv Sub.	25	May 24 1845 10 O'clock A.M. The parties
J. Curl Witness	50	appeared Trial had. The Plaintiff Sworn and
D. F Kinney "	50	examined as to the Validity of his book account

Matthias Collins Sworn and examined as a Witness for the Plaintiff and Jeremiah Curl and Stephen F Kinney Sworn and examined as Witnesses for the Defendant. It is thereupon Considered by me that the Plaintiff hath no Cause of Action nor Claim in the premises against the defendant and that the defendant recovers of the Plaintiff his Costs herein taxed at One dollar and Seventy four cents.

Notice of appeal by Plaintiff in the action of Elisha G. Lee against Eligah Wolford. I. Jeremiah Curl Acknowl-
=edge 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 and Shall fail to pay the Condemnation money, and Costs that have accrued or may accrue in the Court of Common Pleas. Jeremiah Curl,
Taken signed and acknowledged, on this 31st day of May A.D. 1845. before me, James M. Wilkinson J. P.
The State of Ohio Union County Paris Township ss. I do here
=by 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 M. Wilkinson J. P. Decd. of the aforesaid Township and afterwards to wit on the 8th day of December A.D. 1845. the said E. G. Lee. by C.W. B. Allison his attorney filed herein his Narration. in the words and figures following to wit The State of Ohio Union County ss. — In Union Com. Pleas of August Term. A.D. 1845. Elisha G. Lee Complains of Eligah Wolford. in a plea of assumpsit for that whereas. the defendant on the first day of May in the year of our Lord One thousand eight hundred and Forty five at the County of Union Ohio. was indebted to the Plain=tiff in the sum of Thirteen dollars and fifty cents for work then and there done, and materials for the same provided, by the Plaintiff for the defendant at his re=quest, And in thirteen dollars and fifty cents for the price and value, of goods and Chattels then and there bargained and sold. by the Plaintiff to the defendant, at his re=quest. And in thirteen dollars and fifty cents for money then and there received by the defendants for the use of the Plaintiff And in thirteen dollars and fifty cents for money found to be due, from the defendant to the Plaintiff on an account then and there stated be=tween them And the defendants afterwards on the day and year aforesaid at the County aforesaid in Consid=eration of the premises respectively promised the Plaintiff to pay him the said several sums of money on request yet the defendant hath disregarded his promises and hath not paid any of the said moneys or any part thereof To the damage of the Plaintiff of Fifty dollars and therefore he brings his Suit &c By C. W. B Allison his Atty, and afterwards to wit on the 28th day of October A.D. 1845. This cause was continued And afterwards to wit on the 13th day of April A.D. 1846. Eligah Wolford by. W. C. Lawrence, his attorney filed herein his Plea in the words and figures following to wit "Eligah Wolford, Ads. Elisha G. Lee Union Com. Pleas for Oct. Term 1846. And the said Eligah now Comes and defends &c, and says that he did not

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assume and promise in manner and form as the said Plaintiff hath declared against him and of this he puts himself upon the Country by W.C. Lawrence Atty for Deft, the Plaintiff and his atty will take notice that the Defendant on the trial of this case, will insist and prove that any work and labor, which the Plaintiff may have done was performed for one Eliza Emberson, and at her request and not for this defendant nor at his request, and that the said Eliza Emerson, sent by defendant five bushels of Potatoes in pay of said Work & labor. and that this Defendant never did bind himself as required by Statute to pay the Defendant the said. By W.C Lawrence his atty, and afterwards towit on the 13th day of april AD 1846. the said E. G. See by C.W. B. Allison his atty, filed herein his Replication in the words. and figures following towit "Elisha G. See vs Eligah Wolford. In Union Comm Pleas. And the said Elisha G. See now comes and for Replication to the Plea of the said defendant whereby he puts himself. upon the Country Saith that he (said Plaintiff) also doth the like By C.W. B. Allison his atty, and afterwards towit now on this day towit the 16th day of April AD 1846. came the parties by their attor-nies and submitted this Cause to the Court and the Court being fully advised in the premises do assess the dam-ages of the said E. G. See to twelve dollars & twelve cents therefore it is Considered that the said E G. See recover of the said Eligah Wolford. said Sum of Twelve dollars & 12/100. his damages aforesaid and also his costs in this behalf expended taxed to dollars cents

$1.20 Attest John Cassil Clerk

Moses Fullington
vs.
Alex. Stillings et al

Pleas before his honor James R. Dorbut. Esqr President, James R Smith Christian Myers and Levi Phelps. his associates Judges Pleas began 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 Six.

Be it remembered that heretofore to wit on the 28th day of October AD 1845. Moses Fullington by Allison and Curry his attornies. sued out of the Clerks office of said Court, his writ of Summons, which said writ reads in the words and figures following towit "State of Ohio Union County ss. To the Sheriff of said County Greeting. We Command you to Summon A. Stillings. James Stillings and Thomas Stillings to appear forthwith before the Judges of our Court of

of Common Pleas. in and for the County afore
said, at the Court House in said County to An
=swer unto Moses Fullington in a plea of assump
=sit damages 300 dollars, And have you then there
this writ. Witness John Cassil, Clerk of said Court
Q.S. House aforesaid this 28th day of Oct A.D 1845
John Cassil Clerk. - Endorsement reads. "Suit brot on
a Note of hand. given by defendants to to Plaintiff or
order for Four hundreds and eighty dollars dated
December 20th 1843. and due one year after date al
=so for goods Sold & delivered money had and received
&c. damages claimed $300.00 Allison & Curry attys
for Plffs. Oct 28. 1845. — Sheriffs return reads,
"Served by Certified Copies of this writ to the within De
fendants, Wm M. Robinson Sheriff.
And afterwards towit on the 8th day of December
A.D 1845. the Plaintiff by his Attornies filed herein
his Narration, in the words and figures following
towit "The State of Ohio Union County ss. Court of
Common Pleas of Union County of the Term of October
A.D 1845. Moses Fullington Complains of A. Stillings
James Stillings and Thomas Stillings in a Plea of
Assumpsit for that whereas, the Defendants on the
twentieth day of December A.D 1843. at the County of
Union aforesaid made their promissory note in
writing and delivered the same to the Plaintiff
and thereby then and there promised to pay to
the Plaintiff or order Two hundred and eighty dol
lars one year after the date thereof which period
hath now Elapsed — And whereas also the
defendants on the first day of October A.D 1845. at the
County aforesaid were indebted to the Plaintiff in the
sum of three hundred dollars. for the price and val
=ue of goods then and there Sold, and delivered by
the Plaintiff to the Defendants at their request,
And in three hundred dollars for money then &
there had and received by the Defendants, for the
use of the Plaintiff. And in three hundred dollars
for money then and there lent. by the Plaintiff to the
defendant at their request And in three hun
=dred dollars for money found to be due from the
defendants to the Plaintiff on an account then
and there Stated between them
And the defendants afterwards towit on the Day
and year last aforesaid at the County aforesaid
in Consideration of the premises respectively
promised the plaintiff to pay him the several
moneys hereinabove mentioned on request yet the
defendants have disregarded their last mentioned
promises and have not paid any of the said

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moneys or any part thereof to the damage of the Plaintiff three hundred dollars and therefore he brings his suit &c. By Allison & Curry. his attys

And afterwards towit on the 14th day of April AD 1846 came the Defendants and by Edwd Stillings their atty and filed herein their plea. which said Plea. reads in the words and figures following towit "A Stillings et al. vs. Moses Fullington Union Common Pleas for April Term 1846 And the said A. Stillings Thomas Stillings and James Stillings comes and defends and say that they did not promise in manner and form as the said Plaintiff hath alleged, and of this they put themselves upon the Country and the said Plaintiff doth the like by E. Stillings atty for the Defendants. The Plaintiffs attorney will take notice that the Defendants will on the trial of this Cause insist that there is a large amount of money towit $100. in the note on which this suit is brought, also that the Credit on that note is not dated until some time after the payment of the same, towit the time of two months also that it is not the full amount of that payment, by a deficiency of $20.00. By Edwd Stillings their Atty, And afterwards to wit now on this day to wit the Seventeenth day of April AD 1846. 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 Alexr Stillings James Stillings and Thomas Stillings did assume and promise in manner and form, as the said Moses Fullington hath complained against them and they assess the damages of the said Moses Fullington by reason thereof to two hundred and ten dollars. and seventy one cents $210.71. therefore it is Considered that the said Moses Fullington recover, of the said Alexr Stillings James Stillings and Thomas Stillings the said sum of Two hundred ten dollars and Seventy one Cents his damages aforesaid in form aforesaid assessed, and also his Costs in that behalf expended taxed to dollars cents

$1.00 Attest John Cassil Clerk

Benjamin Milligan vs David Boal

Pleas before his Honor James L. Torbert Esqr President. James R. Smith. Christian Myers and Levi Phelps 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 Eighth day of July in the year of our One Thousand Eight and Forty six Be it remembered that heretofore to-wit: on the 21st day of November A.D. 1842. the Plaintiff by A. Hall his attorney filed the following praecipe and affidavit to wit Benjamin

Milligan & David Boad Dr Replevin Damages $100. & Issue a writ of Replevin for the following goods and chattels to wit. one Bay Mare, one dark Bay or Brown Mare one set of Harness for two horses. one set Double Whiffle trees, one Neck yoke & one two horse waggon & Bed. A Heal atty for Pff.

Josiah D. Henry
And Rachel Hathaway
administrators of the
Estate of David
H. Hathaway.
vs
Albert A. Hathaway
Rachel L. Henry
Mary A Hathaway
Ralph W. Hathaway
Joseph A. Hathaway
Sarah E. Hathaway

Pleas before his Honor James L. Torbert Esqr President, James M Smith Christian Myers and Levi Phelps his associates. Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville on the 28th day of July in the year of our Lord one thousand Eight hundred and forty six:= Be it remembered that heretofore to wit on the 24th day of February A.D 1846 the Complainants by Allison & Barry their Solicitors filed their Bill in Chancery in the words and figures following, to wit: To the Court of Common Pleas in and for the County of Union: — Your Petitioners Josiah D Henry and Rachael Hathaway administrators of David H Hathaway deceased, State to the Court, that on the 9th day of December 1837, the said David H. Hathaway dec'd executed his penal bond to one Charles Burr, Conditioned to make him a deed for a certain tract of land lying and being in the County of Union and State of Ohio, on the waters of Mill Creek being part of Surveys Nos 3443. & 3444. bounded on the East by Sullivans heirs South by Southard and Bayless. West by Hathaway & Underwood Containing One hundred and fifty acres, more or less. For this tract of land the said Burr, was to pay the said Hathaway dec'd two and 33/100 dollars per acre all of which petitioners believe is paid but about $5. — Your petitioners further state that on the 12th day of March 1838 said David H. Hathaway dec'd executed his penal bond to Andrew Henderson and James Henderson, conditioned to make them a deed for a certain tract of land lying and being in the County of Union aforesaid, on the waters of Bokes creek entered in the name of David Duncan No 3443. Bounded as follows, to wit: Beginning at 2 Beeches and two iron woods, Southwest corner to Charles Burr, in Sullivans line thence N. 82¼. W. 100 poles to Two elms, a hickory and beech in John Underwoods line, thence N. 7¾ W. 54 poles to three beeches, thence with Underwoods ling 28 poles, to 3 maples and beech, thence N. 7¾, W. 330 poles to 3 beeches thence S. 82¼ E 144 poles to Mr Sullivans North corner thence S. 7¾. W. 383 poles to the beginning containing 334 acres and 20 poles be the more or less. For said last named tract of land the said Hendersons bound themselves to pay to said Hath=away, dec'd, his heirs &c One Thousand dollars — five hundred dollars the first day of November next thereafter, & the ballance in two equal annual payments thereafter most of which has since been paid. — Your petitioners further represent, that on the 12th day of March 1838. the said David H. Hathaway dec'd, executed his penal bond to Jonas Truesdel, conditioned to make him a deed for a certain tract of land lying and being in the County of Union afore=said on the waters of Bokes creek, entered in the name of David Duncan No. 3443. bounded as follows, to wit: on the East by Hendersons, on the South by Underwood

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on the west by the original line, so as to include one hundred acres. For said last named tract of land, the said Truesdel, bound himself to pay to said Hathaway dec^{d}, his heirs &c the sum of $300. of which $100 was to be paid on the 1st day of November 1838. and the ballance in two equal annual payments, there after most of which has since been paid.- Your petitioners further state that sometime in 1837 or 1838. the said David H. Hathaway dec^{d} made his penal bond to one John Underwood (who subsequently assigned the same to James Gaston) conditioned to make him a deed for a certain tract of land lying and being in the County of Union, and part of said Survey No 3443 and bounded and described as follows, beginning at 3 beeches, the N. W. corner of said Hathaways land in the west line of said Survey, thence N. 7¾ E 110 poles to 2 maples and an Elm, thence E. 82¼ S. 122 poles, to 3 maples & beech, the South east corner of J Truesdels land- thence continuing E. 82¼ S 28 poles to 3 beeches thence S. 7¾ W. 110 poles to 2 beeches and a sugar the N. W. corner of said Hath=away, thence W. 82¼ N with said Hathaways line to the beginning, con=taining, one hundred and three acres and 26 poles, more or less. For said land the said Underwood bound himself to pay to said Hathaway dec^{d} the sum of three dollars per acre, all of which has since been paid by the said Underwood and his assignee, the said Gaston, - Your petitioners further state, that sometime in 1837 or 1838. the said David H. Hathaway dec^{d}, made an agreement with one Josiah Bayless, by which agreement the said Hathaway dec^{d}, bound himself to make to the said Bayless a deed for the following tract of land lying and being in said County of Union in Survey No 3444 and bounded and described as follows- beginning at a beech, Sugar and Hickory, in the line of Sarah Sudduths land, thence N 7¾ E. 143½ poles 2 beeches Iron, wood and Hickory thence E. 82¼ S 42½ poles to an elm, beech and Sugar, in the line of Sullivans land thence S. 7¾ W 143½ poles to a sugar and beech S. E. Corner, to Sarah Sudduths land, thence W. 82¼ N 42½ poles to the beginning, containing 37½ acres more or less. For said land the said Bayless agreed to pay said Hathaway dec^{d} his heirs &c four dollars per acre, part of which is still unpaid. Your petitioners further allege that the above tracts of land are all situate in the County of Union and within the jurisdiction of this court, and that the purchasers took possession of the lands severally purchased by them, and that they now hold the same, or their assigns That the said David H. Hathaway, departed this life without having made any deeds of conveyance to the purchasers of the several tracts of land so sold by him aforesaid. That the said purchasers are ready to pay for the lands purchased by them as aforesaid. and thereby entitle themselves to a conveyance for the same. Your Petitioners further state, that the said David H. Hathaway departed this life about the month of January 1845. leaving six children and heirs, to wit: Albert M Hathaway and Rachel L. Henry (formerly Rachael L Hathaway) wife of your petition Josiah D Henry, adults and Mary A. Hathaway, Ralph N. Hathaway, Joseph A Hathaway and Sarah E. Hathaway who are minors That all the said heirs resides in Union County, with the exception of Rachel L Henry who resides in Clarke County. Ala. and all of whom your Petitioners make defendants to this Bill- Your petitioners further state that as the administrators of the said David H. Hathaway, deceased. they are desirous of completing the contracts aforesaid & for and on behalf of his said heirs at law. and of vesting their title in the aforesaid Purchasers or their assigns. Your

petitioners therefore pray the Court. that upon the hearing of the matters herein mentioned, to make an order authoriging and empowering them as administrators of said Hathaway deceased, to complete said contracts by conveying the lands aforesaid to said purchasers, or to such persons as are entitled to receive deeds of conveyance and that there may be such other and further action of the court, and proceedure in the premises as the nature of the case requires. Your petitioners state that they were appointed administrators on said estate by this Court, and bring in their letters of administration. By Allison & Curry their Solrs

The Clerk will issue subpoenas to Rachael L. Henry. Albert M Hathaway Mary A. Hathaway. Ralph W Hathaway Joseph A. Hathaway and Sarah E. Hathaway defendants above Febry 24th 1846 Allison & Curry, attys for Compltg.= And afterwards. to wit on the 14th day of April AD 1846 the following Subpoena was issued out of the Clerks office aforesaid, to wit: The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We command you, that you summon Rachael L Henry. Albert M. Hathaway, Mary A Hathaway. Ralph W Hath =away. Joseph A. Hathaway & Sarah E. Hathaway to appear before the Judges of our Court of Common Pleas, at the Court House forthwith to answer a Petition in Chancery, exhibited against them by Josiah D Henry & Rachael Hathaway administrators of David H. Hathaway dec'd praying an order from said Court, to complete certain contracts for the sale of real estate made by the said David H. Hathaway deceased in his life time, to Sundry persons and this they shall in no wise omit, under the penalty of One thousand dollars and have then and there this writ. (Seal) Witness John Cahill, Clerk of our said Court at the Court House this 14th day of April AD 1846. John Cahill Clerk of Com Pleas. And afterwards. to wit: on the 15th day of April AD 1846 the Sheriff of said County of Union returned said writ of Subpoena endorsed as follows, to wit; Served this writ by delivering a certified Copy of this to each of the within named defendants April 15th AD 1846 Wm M. Robinson Sheriff. And afterwards. to wit: at the July Term of said Court, to wit on the 28th day of July A.D. 1846. On motion to the Court by Messrs Allison & Curry Counsel for the Petitioners it is ordered that D Bloole be appointed Guardian ad litem to the infant defendants Mary A. Hathaway. Ralph W. Hathaway Joseph A Hathaway and Sarah E. Hathaway.- And thereupon the said D Bloole appeared in open Court, and accepted said appointment. and afterwards. to wit; on the 28th day of July A.D. 1846 the said D Bloole Guardian ad litem filed his answer in the words and figures following, to wit; The joint answer of Mary A. Hathaway. Ralph W. Hathaway. Joseph A. Hathaway & Sarah E. Hathaway, infant defendants to the petition of Josiah D. Henry & Rachel Hathaway, administrators of the Estate of David H. Hathaway deceased; by D. Bloole, their Guardian ad litem. Now the said Mary A. Hathaway. Ralph W. Hathaway, Joseph A. Hathaway, and Sarah E. Hathaway by D Bloole their Guardian ad litem now come and for answer to the said petition of the said Josiah D. Henry and Rachel Hathaway administrators of the Estate of David H. Hathaway deceased, say that further than appears from the papers on file in this cause they know nothing of the matters and things set forth in said petition

By D Bloole G
the July Term
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Sylvester Wi
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Debt Suit bon

Sylvester Wi
vs
Charles Gree
William Gree

Justices fees
Court fees
Witness fees

By D.S. Beebe Guardian ad litem. And afterwards to wit at the July Term of said Court, to wit; on the 29th day of July AD 1846.- ~~Xx xxxxx xxxxx xx x xx xxxxx~~ This day came the petitioners Josiah D. Henry & Rachael Hathaway administrators of David H. Hatha=way deceased and moved the Court to enter an order authorizing and directing them as such administrators to complete the contracts made by the said David 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 David H. Hathaway dec'd as required by law and it being proved to the satisfaction of the Court that the several contracts set forth in the petition were made by the said David H. Hathaway in his life time, and that he departed this life without having made deeds of convey=ance as provided for in said contracts and the Court being further satisfied that the purchase money has been made 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 empower the said Josiah D. Henry and Rachael Hathaway as administrators of said David H. Hathaway upon full payment of the purchase money due to Execute and deliver Deeds of Convey=ance in fee simple to the several purchasers of the tracts of land described in the petition or to their assigns. $2.14½

Attest John Copsil, Clerk

Sylvester Willard
vs
Charles Green & William Green

Pleas before his Honor James L. Gilbert Esq. President. James C. Smith. Christian Myers and Levi Phelps his associates Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville on the 28th day of July in the year of our Lord one thousand eight hundred and forty six. - Be it remembered that heretofore, to wit; on the eighteenth day of August AD 1845 the defend=ants by William C. Lawrence their attorney filed the following transcript from the docket of P. Said a Justice of the peace in the words and figures following, to wit: The State of Ohio Union County Darby Township, Action of Debt Suit brought on Note of hand which reads as follows, March the 4 1843. Two years after date we or either of us jointly promise to pay Allen Case or bearer Thirty dollars with interest as witness our hands Charles Green William Green. Test sign the within without recourse April the 15. 1843 Allen Case. June the 10 1845 Note filed and Summons issued and deliver=ed to Jacob Myers Constable for the appearance of the defendants on the 14th day of June 1845 at one o'clock P.M. June the 11. 1845 Summons returned endorsed on Charles Green by reading

Justices fees	$00.	75
Court fees	$00	46
Witness fees		

June the 10. 1845 fees 20 cents Served on William Green by reading June
the 10. 1845 fees 20 cents Jacob Myers Constable. June the 14. 1845
one oclock P. M. Defendant appeared plaintiff did not attend Whereupon
Defendants plead that the note was obtained by fraud William Green
Examined as a witness for Defendants and the Cause Reserved for
Consideration until the 24th instant June the 24. 1845 one oclock
P. M. the note is considered by any not fraudently obtained and
Judgment is rendered against the said defendants Charles Green and
William Gree in favour of Sylvester Willard for the sum of thirty four
dollars and 13 cent Debt and Costs of suit herein taxed at $1.16 Cents
Plaies. J.P. In the action of Sylvester Willard against Charles Gren
and William Green I. Jacob Myers acknowledge myself bail for the appell
ant in the sum of one hundred dollars to be levied of my goods and Chattels
lands and tenaments 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 behalf of Command Plea. Jacob Myers
Taken Signed and acknowledge on This 28 day of June 1845 before me
P. Slick J.P. — I certify this to be a true transcript from my docket of
my proceedings in the suit betwixt Sylvester Willard and Charles
Green and William Green August th 8. 1845 P. Slick J.P. And after
=wards, to wit: on the 29th day of October The Plaintiff by James W
Bamford his attorney filed his declaration in the words and figures
following, to wit: Union County Comgnon Pleas October Term AD 1845
Sylvester Willard complains of Charles Green and William Green
in a plea of Debt. for that whereas the said Defts heretofore to wit on
the 4th day of March one thousand Eight hundred and forty three at Union
County aforesaid made their promisory Note in writing of that date and
sealed with seals, and delivered the same to Allen Case and to the Court now
here shown and thereby then & there promised to pay the said Allen Case or
bearer the sum of thirty dollars with interest two years after date which time
has now elapsed and the said promisory Note was on the 19th day of
April 1843 Transferred by said Case by indorsement to Sylveste Wil
=lard of which the Defts had notice and then & there promised to pay to
said Sylvester Willard the said sum of thirty dollars with interest accord
=ing to the tenor and effect thereof — but. the said Defts have not paid the sum
of thirty dollars with the interest nor any part thereof to the said Plff. to the
damage of said Plff. And therefore he Sues, &c By Bamford his Atty, And the
said Defts on the 1st day of June 1845. At Union County aforesaid was indebted
to the said Plff in the further sum of $50,00 for the price and value of
goods then & there sold and delivered by the Plff to the Defts at their
request. And in $50,00 dollars for the price and value of goods then & there
bargained and sold by the Plff to the Defts at their request. And in the sum
of $50,00 for money lent by the Plff to the Defts at their request. — And in fifty
dollars for the price and value of work and labour done And materials furnished
by the Plff for the Defts at their request. And in $50,00 for Money found due
from the Defts to the Plff upon an account then & there stated between them
And the Defts being so indebted undertook and promised to pay the said
several sums of money to the Plff when they should be thereunto afterwards
requested, but the said Defts hath not paid the said several sums of
money to the Plff nor either of them nor any part thereof, though often

requested so to do
and thereupon he
to wit: on the
of said term
on the 15th day
This cause was
motion to the Co
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amend his declar
for costs, and it
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and say that they
as the plaintiff has
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and the Plaintiff
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The Plaintiff
declaration in
Common Pleas,
of Charles Green
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requested so to do, to the damage of said Pff to wit: fifty dollars
and thereupon he sues &c By J.W. Crawford, his atty. And afterwards,
to wit: on the 29th day of October A.D. 1845 at the October Term
of said Court. This Cause was continued. And afterwards, to wit:
on the 15th day of April A.D. 1846. at the April Term of said Court
This Cause was submitted to the Court. Nonsuit ordered. And on
motion to the Court by James. W. Crawford attorney for the Plaintiff
ordered that the nonsuit be set aside and that Plaintiff have leave to
amend his declaration upon the payment of costs to this time. Judgement
for costs. And it is further ordered that the Plaintiff, being a non resident
of this County, that he enter Security for the costs within thirty days
from the rising of this Court and this Cause is continued. And hereafter
to wit: on the 13th day of April A.D. 1846 Defendants by William C
Lawrence their attorney filed their plea in the words and figures fol
-lowing, to wit: Charles Green & Wm Green adm Sylvester Willard
Union Com Pleas. And the said Defts now come and defend wrong &c
and say that they did not agree and promise in manner and form
as the Plaintiff hath thereof declared against them and of this they
put themselves upon the country &c By Wm C Lawrence their atty.
And the Plaintiff and his atty will take notice that Defts will insist
and prove on the trial of this case that any promissory note or other
instrument which the Plaintiff may hold upon the Defts was obtained
by fraud Covin and deceit and voidable and void. By Wm C Lawrence
Atty. And afterwards, to wit: on the 16th day of April 1846
the Plaintiff by James. W. Crawford his attorney filed his amended
declaration in the words and figures following, to wit: Union County
Common Pleas. October Term A.D. 1845 Sylvester Willard complains
of Charles Green & William Green in a plea of Debt for that whereas here
-tofore to wit: on the 4th day of March one thousand eight hundred & forty
three at Union County aforesaid the said Defendants made their certain
writing obligatory of that date commonly called a sealed bill sealed with
their seals and then & there delivered the same to Allen Case or bearer
the sum of thirty dollars with interest two years after date which
period has now elapsed and the said writing obligatory was on the 19th
day of April (1845) one thousand eight hundred and forty three duly
transferred by said Allen Case by endorsement to the Plaintiff of which
the Defts had notice and the said Defts then & there undertook and
promised to pay the said Pff the said sum of thirty dollars with interest
according to the tenor and effect but the said Defendants have not paid
the said Plaintiff the said sum of thirty dollars with the interest
nor any part thereof to the damage of the said Pff to wit fifty dollars
and thereupon he sues &c By James. W. Crawford his Atty. And the
said Defts on the 1st day of June 1845 at Union County aforesaid was
indebted to the Pff in the further sum of fifty dollars for the price
and value of goods then & there bargained and sold by the Pff to the
Defts at their request. And in fifty dollars for the price and value
of goods sold and delivered by the Pff to the Defts at their request
And in fifty dollars for the price and value of work and value of
work and labour done and materials found by the Pff for the Defts
at his request And in $50.00 for Money found and paid from the Defts to

Plff upon an account Stated between them - and the Defts being so indebted undertook and promised to pay the said several Sums of Money when he should be thereto requested but the said Defts have not paid the said several Sums of Money nor either of them nor any part thereof to the damage of the said Plff $30.00 and thereupon he Sues. By James W. Crawford his Atty.; — And afterwards, to wit, on the 27th day of April AD 1846 The plaintiff filed his bond with security for costs, in the words and figures following, to wit. Know all Men by these presents that we Sylvester Willard and Wm Hays are held and firmly bound unto Charles Green & others in the penalty of One hundred dollars lawful money to the payment of which well and truly to be made we bind ourselves our heirs Executors and administrators firmly by these presents sealed and signed by us this 27th day of April 1846 The Condition of this bond is this, the said Sylvester Willard, on the 15th day of AD 1846, was sued by the Court of Common Pleas of Union County to give security for costs in 2 certain actions of assumpsit, commenced before J.P. and appealed to said Court against Charles Green et als, Now if the said Sylvester Willard shall well and truly pay all costs and charges, that may be award-ed against him in said two cases in assumpsit wherein Sylvester Willard is Plaintiff & Charles Green et al Defts, then this bond to be of no effect otherwise to remain in full force, Test Wm. Hays Seal Attest, And afterwards, to wit, on the 28th day of July A.D. 1846. at the July Term of said Court 1846. This day came the Plaintiff by his Attorney, And the Defendant came not, but made Default. - Whereupon it is considered that the said Sylvester Willard ought to recover his debt against the said Charles Green and William Green 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 Charles Green & William Green doth owe to the said Sylvester Willard the sum of Thirty Dollars debt, and do assess the damages by reason of the detention thereof to Six dollars and Fifteen cents Therefore it is considered that the said Sylvester Willard recover of Charles Green and William Green the said Sum of Thirty dollars his debt aforesaid and the said Sum of Six dollars and Fifteen cents damages aforesaid and also his costs in this behalf expended taxed at dollars cents

$2.05

Attest John Caspil Clerk.

Sylvester Willard
vs
William Green and
Nathan Spurgeon

Pleas before His Honor James L. Torbert Esqr President James R Smith Christian Sayers and Levi Phelps 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 28th day of July

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of August AD 18
Attorney filed th-
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Sylvester Willar-
vs
William Green
Nathan Spurg-
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Witness fees 2
Transcript 3

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in the year of our Lord one thousand Eight hundred and forty six. Be it remembered that heretofore to wit on the 18th day of August AD 1845. The defendants by William Lawrence their Attorney filed their Transcript from the Docket of Joseph Dale a Justice of the peace in the words and figures following to wit.

Sylvester Willard
vs
William Green
Nathan Spurgin

Justices fees	$00.75
Court fee	40
Witness fees	25
Transcript	31

State of Ohio Union County Dover Township Action of Debt. Suit brought on a note of hand of which the following is a true copy. March the 4. 1843 two years after date for value received we or either of us promise to pay Allen Case or bearer thirty dollars with interest as witness our hands. William Green. Nathan Spurgin Papign the within without recourse 19 April 1843 Allen Case June the 10. 1843 note filled and Summons issued and delivered to Jacob Mynes Const for the appearance of defendants on the 14th day of June 1843. at ten oclock A. M. of that day June the 11. 1843 Summons returned endorsed Served on William Green by reading June the 10. 1845 fees 20 cents Served on Nathan Spurgin by reading June the 10. 1845 fees 20 cents, Jacob Mynes const. June the 14 1845. ten oclock A M defendants appeared and the plaintiff did not attend trial had the defendants pleaded that the note was obtained by fraud Lonsilla Green was Examined as a witness on behalf of Defendants and the case reserved for consideration to the 24 inst ten oclock A. M June the 24. June th 24 ten oclock A. M. the note is considered by me not to be fraudulently obtained and Judgment is rendered against William Green and Nathan Spurgin in favour of Sylvester Willard for the sum of thirty four dollars and 13 cents and costs of Suit herein taxed at $1. 16 cent. Dated D. In the action of Sylvester Willard against William Green and Nathan Spurgin. I Amos Spurgin acknowledge myself bail for appellants in the sum of one hundred dollars to be levied of my goods and Chatels Lands and tenements in case the appellants 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. Amos Spurgin. Taken Signed and acknowledged this 28 day of June 1845 before me D Dale J.P. I certify this to be a true transcript from my docket of my proceedings in the case of Sylvester Willard and Nathan Spurgin and William Green, August th 18. 1845 D Dale J.P. And afterwards, to wit, on the 29th day of October AD 1845 the Plaintiff by James W. Crawford his attorney filed his declaration in the words and figures following to wit; Union County Common Pleas October Term A.D. 1845 Sylvester Willard complains of William Green and Nathan Spurgin in a plea of Debt for that whereas heretofore to wit on the 4th day of March AD 1843. at Union County aforesaid the said Defts made their promissory note in writing sealed with their seals of that date and delivered the same to Allen Case, and to the Court now here shown and then and there promised to pay the said Allen Case or bearer the sum of thirty dollars with interest two years after date which time has now elapsed and the said Allen Case on the 19th day of April 1843. transferred the same by endorsement to Sylvester Willard of which the Defendants had notice and then and there promised to pay the said sum of thirty dollars with interest to the said Sylvester Willard according to the tenor and effect thereof but the said defts hath not paid the said sum of thirty dollars with the interest to the said Plff nor any part thereof to the damage of the

said Plff. to wit; $50.00 and therefore he sues. By Jas W Crawford
his Atty. And the said Defts on the 1st day of June 1845 at Union County
aforesaid became and was indebted to the Plff in the further sum of fifty
dollars for the price and value of goods then & there bargained and sold
by the Plff to the Defts at their request. And in the sum of $50.00 for
the price and value of goods then and there sold and delivered by the
Plff to the Defts at their request. And in the sum of $50.00 for money lent by
Plff to Defts at their request. And in the sum of $50.00 for the price and value
of work done and materials found by the Plff for the Defts at their request
And in the sum of $50.00 for money found due from the Defts to the Plff upon
an account Stated between them, And the Defts being so indebted to the
Plff undertook & promised to pay the said several sums of money when they
should be thereunto afterwards requested, but the said Defts have not paid
the said several sums of money to the Plff nor either of them nor any part
thereof though often requested so to do to the damage of the said Plff $50.00
and thereupon he sues, By Jas W Crawford his Atty. — And afterwards
to wit on the 29th day of October A.D. 1845 before said Court. This cause
was continued. And afterwards, to wit: on the 13th day of April A.D. 1846
the defendants by Wm C Lawrence their attorney filed their Plea in the
words and figures following to wit: William Green & Nathan Spurgeon
ads. Sylvester Willard, Union Com Pleas, And the said Defts now come
& defence when &c and say that they did not assume and promise in manner
and form as the said plaintiff hath thereof declared against him and of
this he puts himself upon the country, By Wm C Lawrence, And the
Plaintiff and his Counsel will take notice that the Defts on the trial of this
case will insist and prove that any promissory note or other instrument held
by the plaintiff on Defts was obtained by fraud, Covin and deceit, By Wm
C Lawrence Atty — And afterwards to wit: on the 15th day of April
A.D. 1846, This cause was submitted to the Court. Nonsuit ordered and
on motion to the Court by James W Crawford attorney for the Plaintiff
ordered that the Nonsuit be set aside, and that the Plaintiff have
leave to amend his declaration upon the payment of Costs to this time
Judgement for costs. And it is further ordered that the Plaintiff
being a non resident of this County that he enter security for the Costs
within thirty days from the rising of this Court and this cause is con
=tinued, And afterwards, to wit; on the 16th day of April A.D. 1846
the Plaintiff by James W Crawford his attorney filed his amended declaration
in the words and figures following, to wit; Union County Common Pleas
October Term A.D. 1845 Sylvester Willard complains of William Green
and Nathan Spurgeon in a plea of debt for that whereas heretofore, to wit;
on the 4th day of March one thousand eight hundred and forty three
at Union County aforesaid the said Defts made their certain writing
obligatory of that date commonly called a sealed bill sealed with their
seals and then & there delivered the same to Allen Case (and to the Court
now here shown and thereby then & there promised to pay said Allen
Case or bearer the sum of thirty dollars in two years after date which period
has now elapsed and the writing obligatory was on the 19th day of April
A.D. 1843) one thousand eight hundred and forty three duly transfered
by said Allen Case by Endorsement to the Plff of which the Defts had
notice and the said Defts then & there promised to pay the said Plff the said sum

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of thirty dollars with interest according to the tenor and effect thereof but the Defts have not paid the said Plff the said sum of thirty with interest nor any part thereof to the damage of the Plff to wit fifty dollars and thereupon he sues. By Dan'l Crawford his atty. And the said Defts on the 1st day of June A.D. 45 at Union County aforesaid was indebted to the Plff in the further sum of fifty dollars for the price and value of goods then & there bargained and sold by the Plff to the Defts at their request. And in the sum of fifty dollars for the price and value of goods sold and delivered by the Plff to Defts at their request. — and in fifty dollars for work and labour done and materials provided by Plff for Defts at their request. And in fifty dollars for money found due from Defts to Plff upon an account stated between them. And the Defts being so indebted to the Plff undertook and promised to pay the said several sums of money to the Plff when they should thereunto afterwards requested but the Defts have not paid the said several sums of money to the Plff nor either of them nor any part thereof though often requested to the damage of the Plff to wit; fifty dollars and thereupon he sues &c By Dan'l Crawford his atty. And afterwards to wit; on the 27th day of April A.D. 1846 the Plaintiff filed the following bond and security for costs, to wit; Know all men by these presents that we Sylvester Willard and Wm Hays, are held and firmly bound unto Charles Green & others in the penalty of One hundred dollars lawful money to the payment of which well and truly to be made we bind ourselves our heirs. Executors and administrators jointly by these presents Sealed and Signed by us this 27th day of April 1846 The Condition of this bond is this the said Sylvester Willard, on the 15th day of April A.D. 1846. was ruled by the Court of Common Pleas of Union county to give security for costs in certain actions of assumpsit. Commenced before J.P. and appealed to said court against Charles Green et al. Now if the said Sylvester Willard shall well and truly pay all costs and charges, that may be awarded against him in said two cases, in assumpsit wherein Sylvester Willard is Plaintiff & Charles Green et al Defts. then this bond to be of no effect, otherwise to remain in full force (Seal'd) Wm. Hays (Seal'd) Attest. And afterwards to wit; on the 28th day of July A.D. 1846. This day came the Plaintiff by his attorney. The Defendants came not but made default. Whereupon it is considered that the said Sylvester Willard ought to recover his debt against the said William Green and Nathan Spurgeon 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 William Green and Nathan Spurgeon doth owe to the said Sylvester Willard the sum of thirty dollars Debt and do assess the damages by reason of the detention thereof to six dollars and fifteen cents Therefore it is considered that the said Sylvester Willard recover of the said William Green and Nathan Spurgeon the said sum of thirty dollars Debt and six dollars and fifteen cents damages aforesaid and also his costs in this behalf expended taxed at Dollars Cents

Attest John Capil Clerk

$2.05

Matthew Gooding
vs
Stephen Winget

Pleas before his honor James. L. Torbert Esqr President. and James R. Smith & Christian Myers and Levi Phelps 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 28th day of July in the year of Our Lord One Thousand Eight Hundred and forty Six. Be it remembered that heretofore, to wit, on the 14th day of October A.D. 1845 Matthew Gooding by Allison & Curry his attornies 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 Summon Stephen Winget to appear on the first 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 Matthew Gooding in a plea of Assumpsit damages $200.00 dollars. And have you then there this writ. Seal Witness, John Leavil, Clerk of said Court, at the Court House aforesaid this 14th day of Oct A.D. 1845. John Leavil Clerk. Said writ was endorsed "Suit brought on two notes of hand one made Defendant to Plaintiff or bearer for Forty three dollars and five cents payable on the first day of January 1844 and dated July 31. 1843. &c. The other made by defendant to M Gooding & Co. or bearer for Seventy Eight dollars and Ninety Cents, payable on the first day of January 1844 and dated July 31. 1843. &c. also for goods sold and delivered money had and received &c Damages claimed as above $200.00 Allison & Curry Atty for Plaintiff. — Said writ was returned to said Court Endorsed Served by a Certified Copy of this writ delivered to Defendant Oct 17. 1845 Wm M Robinson Sheriff. And afterwards, to wit: on the 8th day of December A.D. 1845 the Plaintiff by Allison & Curry his attornies, filed his declaration in the words and figures following, to wit: The State of Ohio, Union County, ss. Court of Common Pleas of Union County, of the Term of October A.D. 1845. Matthew Gooding complains of Stephen Winget in a plea of Assumpsit. For that whereas the defendant on the thirty first day of July A.D. 1843. at the County of Union aforesaid, made his promissory note in writing and delivered the same to the Plaintiff and thereby then and there promised to pay to the plaintiff or bearer forty three dollars and five cents, on the first day of January A.D. 1844 thereafter which period hath now elapsed. And whereas, also the defendant on the thirty first day of July A.D. 1843. at the County aforesaid made his other promissory note in writing and delivered the same to M Gooding & Co and thereby then and there promised to pay the said M Gooding & Co. or bearer seventy eight dollars and ninety cents on the first day of January A.D. 1844 thereafter, which period hath now elapsed and the said M. Gooding & Co then and there assigned the same to the said Plaintiff 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 last mentioned note to the said plaintiff according to the tenor and effect thereof. And whereas also the defendant on the first day of October A.D. 1845 at the County aforesaid was indebted to the Plaintiff in the 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. And in the sum of two hundred dollars for money then and there had and received 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

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his suit &c B[illegible]
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Attest John [illegible]

William [illegible]
vs
James A. Alexande[illegible]

of Union and State
Eight Hundred a[illegible]
day of April A.D.
the Clerks office o[illegible]
of Ohio Union Cou[illegible]
you to summon [illegible]
before the Judges
at the Court hou[illegible]
of Assumpsit dam[illegible]
Seal Witness, Jo[illegible]
this 13th day of [illegible]
"This suit is brou[illegible]
Livermore part[illegible]
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25th 1845 and [illegible]
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between them. And the defendant afterwards, to wit: on the day and year last aforesaid, at the county aforesaid in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein above mentioned, on request: yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys, nor any part thereof. To the damage of the plaintiff two hundred dollars: and therefore he brings his suit &c By Allison & Curry his Attys. And afterwards, to wit: on the 14th day of April A.D. 1846 This cause was continued, And afterwards to wit: on the 28th day of July A.D. 1846 This day came the plaintiff by his attornies, and the Defendant came not but made default, Whereupon it is considered that the said Matthew Gooding 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 Gooding to One hundred and forty dollars and Eighty one cents. — Therefore it is considered that the said Matthew Gooding recover of the said Stephen Wringer the said sum of One hundred and forty dollars and Eighty one cents his damages aforesaid assessed and also his cost in this behalf expended taxed at

Dollars Cents $.. 88

Attest John Cahill Clerk

William Lawrence vs James S. Alexander .. } Pleas before his Honor James L. Torbert Esq. President and 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 28th day of July in the year of Our Lord One thousand Eight Hundred and forty six. Be it remembered that heretofore, to wit: on the 13th day of April A.D. 1846 The said William Lawrence in person 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 summon James S. Alexander 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 William Lawrence in a plea of Assumpsit Damages five hundred dollars, And have you then there this writ (Seal) Witness, John Cahill, Clerk of said Court, at the Court House aforesaid this 13th day of April A.D. 1846. John Cahill Clerk." Said writ was indorsed "This suit is brought on a note given by Deft to Hannibal R. Ormsbee & Henry J. Livermore partners payable to them or order for three hundred & fifty nine dollars and sixty two cents payable six months after date & dated June 25th. 1845 and assigned to plaintiff November 7th 1845 also for goods, wares &c sold & delivered for money lent & on an account Stated & for Damages Claimed $500.00 William Lawrence Atty in person. And said Sheriff returned said writ endorsed, Served the within writ by a certified Copy of this writ April 13th A.D. 1846 Wm M. Robinson Sheriff. And afterwards to wit: on the 11th day of May A.D. 1846 The Plaintiff filed his declaration in the words and figures following to wit. The State of Ohio Union County ss Court of Common Pleas April Term in the year of our Lord Eighteen hundred and forty six Union County ss William Lawrence complains of James S. Alexander in an action of Assumpsit for that the said James S. Alexander =

under the Signature of "J.S. Alexander" on the 23th day of June A.D 1845 at "Middleburgh. S" to wit. at the County of Union aforesaid made his promissory note in writing and then and there delivered the same to Hannibal D. Ormsbee and Henry J Livermore partners and thereby promised to pay said Hannibal D. Ormsbee and Henry J Livermore partners or order Three hundred and fifty nine Dollars and sixty two Cents Six months after the date thereof which period has now elapsed, and the plaintiff avers that said Livermore and Ormsbee were then & there and thereafter, to wit. until the first day of January A.D. 1846 partners and said note was executed to them as said partners: and the plaintiff avers that afterwards to wit: on the 17th day of Nov=ember A.D. 1845 at said Union said Ormsbee and Livermore then and there endorsed said note to said plaintiff whereof the said Defendant then & there had notice & then & 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 the plaintiff further complains of said ~~Defendant~~ defendant for that said defendant on the first day of March A.D. 1846 at Union County aforesaid was indebted to the said Plaintiff in five hundred Dollars for the price and value of goods wares and merchandize then and there sold and delivered by the plaintiff to the defendant at his request: And in five hundred Dollars for money then & there had and received by the defendant for the use of the plaintiff And in five hundred Dollars for money found to be due from the defendant to the plaintiff on an account then & there stated between them. And whereas the defendant afterwards on the 4th day of March A.D 1846 in Consideration of the premises then & there promised to pay the said several Sums of money to the plaintiff on request. Yet he has disregarded his promises and has not paid said several Sums of money nor either of them nor any part thereof, to the damage of the plaintiff five hundred dollars & therefore he sues by Wm Lawrence (of Logan Co) atty in person. And afterwards to wit: on the day and year first herein aforesaid, to wit: on the 28th day of July A.D. 1846. This day came the Plaintiff in his own person and the defendant made default. Whereupon it is considered that the said William Lawrence ought to recover his 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 William Lawrence to Three hundred and Seventy two Dollars and fifteen Cents. Therefore it is considered that the said William Lawrence recover of the said James S. Alexander the said Sum of Three hundred and Seventy two dollars and fifteen Cents damages aforesaid assessed, and the Costs herein expended taxed &c.

Dollars Cents

$1.00

Attest John Cagsil Clerk.

Erastus Martin
vs
William Douglass

Pleas before his Honor James L. Torbert Esq. President and Danl. R. Smith, Christian Myers and Elbe Phelps 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 28th day of July in the year of our Lord one thousand eight hundred and forty six. Be it remembered that heretofore to wit; on the 14th day of April A.D. 1846 the Plaintiff by Wm Lawrence his attorney sued out of the Clerks office of said 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 Douglass ~~to be~~ ~~and~~ ~~safely~~ 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 Erastus Martin in a plea of Debt $100.

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Clerk of said Court
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damages 50 Dollars And have you then there this writ. Seal Witness, John Bagsil Clerk of said Court, at the Court House aforesaid this 14th day of April AD 1846 John Bagsil, Clerk. Said writ was indorsed. "Suit Brot on Defts note of hand under seal payable to bearer on the 26th of July 1845 for one hundred dollars and due in eight months after date, which in the regular course of busines came into the hands of plaintiff also for goods sold, money lent, money paid &c By Wm C. Lawrence his atty, Said writ was returned to said Court endorsed "Served by copy of this writ left with the wife of the defendant at the residence of his family and the contents made known to her by James C. Miller April 16. 1846 Wm M Robinson Sheriff And afterwards to wit on the 27th day of may AD 1846 The Plaintiff by William C Lawrence his attorney filed in said Clerks office his declaration in the words and figures following, to wit: The State of Ohio, Union County, ss. Union Court of Common Pleas for April Term 1846. Erastus Martin complains of William Douglass in a plea of Debt for that whereas the said Defendant on the 26th day of July 1845 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 Plaintiff and thereby bound himself to pay to the Bearer (meaning the person holding the same when it should become due) one hundred dol=lars eight months after date which period has now elapsed. And also for that whereas the said Defendant on the 26th day of July 1845 at the County aforesaid made his certain other writing obligatory sealed with his seal (and now here to the Court shown) and of that and then and there delivered the same to a person whose name is unknown to the plaintiff and thereby bound himself to pay to the bearer (meaning the holder of the said writing obligatory when the same should become due and demandable) one hundred dollars which said writing was then and there in the regular course of busi=ness trasfered to the plaintiff by the said unknown person by delivery, of all of which the said Defendant then and there had notice and then and there by became liable to pay the same to the Plaintiff. and also for that whereas the said Defendant on the 10th day of December in year aforesaid at the County aforesaid was indebted to the plaintiff in the sum of one hundred dollars for the price and value of goods before that time sold and delivered By the plaintiff to the Defendant at his request. — And in the sum of five hundred dollars for money then and there paid by the Defendant for the use of the Defendant and at his request, and in five hundred doll=ars for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them, yet the said Defendant hath not paid the said sums of money nor any part thereof nor either of them to the Damage of the plaintiff 50$, and thereupon he brings suit. By Wm C Lawrence his atty. And afterwards, to wit; on the 28th day of July A.D. 1846 before said Court. This day came the Plaintiff by his attorney and the Defendant made default. Whereupon it is considered that the said Erastus Martin ought to recover his Debt, against the said William Doug=lass 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 William Douglass doth owe to the said Erastus Martin the sum of One hundred dollars debt and do assess the damages by reason of the detention thereof to two dollars. — Therefore it is considered that the said Erastus Martin recover of the said William Douglass the said sum of one Hundred dollars debt aforesaid and

The said Sum of two Dollars damages aforesaid and also his costs herein
expended taxed at dollars cents

$.. 87½ Attest John Cofsil, Clerk.

John Doe, ex demise
Stephen Branston et als
vs
Richard Roe
Smith Brown Tenant

Pleas before his Honor James A. Forbes Esq. President and James D. Smith Christian Sayers and Levi Phelps 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 28th day of July in the year of our Lord One thousand eight hundred and forty six. Be it remembered that heretofore, to wit; on the 15th day of April A D 1846 came Stephen Branston, John B. Branston, Ephraim Branston, Christopher Branston and Edward Branston, by Mason & Forbes their attornies and filed herein their declaration together with notice to the Tenants and the return of Service. which said declaration, notice and return read 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 years Eighteen hundred and forty four, Union County ss. John Doe complains of Richard Roe for that Stephen Branston, John B. Branston, Ephraim Branston, Christopher Branston and Edward Branston on the first day of January in the year Eighteen hundred and forty four at Union County in the State of Ohio have demised to the said John the following lands and tenements, to wit; a certain tract of land containing three hundred acres, being the East half of Survey No 3689, Beginning at two sugar trees and a hickory South East corner of said tract, thence North seven degrees East four hundred poles to two Hickories North East corner to said tract, thence North Eighty three degrees West one hundred and twenty poles: thence South seven degrees West four hundred poles to the South line of said tract thence with said line South Eighty three degrees East one hundred and twenty poles to the beginning; and also ten Messuages, ten cabins, ten barns, ten Stables, ten orchards, ten out houses, ten yards, ten gardens, three hundred acres of arable land, three hundred acres of wood land, three hundred acres of land covered with water and three 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 Twenty 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 first day of February in the year Eighteen hundred and forty four 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 Mason & Forbes Attys for Plff. —— Myers Smith Brown, Matthew Johnson & James Johnson, Sirs: 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 the said premises, do advise you to appear at the

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next term of the Court of Common Pleas within & for the County of Union and State of Ohio, and make yourself Defendants in my Stead. Otherwise Judgment will then be entered against me by default. & you will be turned out of possession. February 24. 1844 Richard Roe. John Doe
ex dem Ephraim Cranston, et als. vs Richard Roe. William W Steel Sheriff of Union County, in the State of Ohio make oath & says that he served a Copy of the within declaration & notice on the following named persons tenants in possession of the premises James Johnson personally on the 23rd of March 1844 & that on the 28th of March 1844 he served a copy of the said declaration & notice on Smith Brown personally, and that on the 28th of March 1844 he left a copy of said declaration & notice with a daughter of Matthew Johnson, who was above the age of 14 years at the dwelling house of said Matthew on the premises who was absent, and that at the time of said service of said Copy of said declaration & notice on said James John=son & Smith Brown, & on the daughter of said Matthew Johnson, he explain=ed to each of them the nature of said declaration and read & explained to each said notice. Sworn to W Steele Sheriff. Sworn to & subscribed in open Court this 15 the April 1844 John Capil Clerk. And afterwards to wit on the 16th day of April A.D. 1844 at the April Term of said Court 1844 On Motion, it is ordered that James Johnson and Matthew Johnson appear by tomorrow morning at Nine o'clock & and cause themselves to be made defendents in the place of said Richard Roe Casual ejector and that in default thereof Judgment be rendered against the said Richard Roe by default, and afterwards, to wit, on the 17th day of April came the said Smith Brown and filed his consent rule. in the words and figures following, to wit; John Doe ex dem Stephen Cranston, John B Cranston, Ephraim Cran=ston Christopher Cranston & Edward Cranston, vs Smith Brown Ten=ant in possession. And the said Smith Brown comes and confesses the lease, entry, and ouster in the said declaration mentioned, and ad=mits himself to be in possession of the following premises described as follows, to wit; Beginning at a Stake from which an Elm sapling Marked S. bears North fifty degrees East twenty eight links North Westerly Corner to Duncan McArthurs Survey No 6563 & 6576. Thence South Eighty four degrees East with the line of said Survey two hun=dred and fifty two poles to a Stake from which a Sugar tree bears North thirty nine degrees west, Seventy five links, and a white oak north sixty eight degrees west, one hundred and eleven links Thence North six degrees East two hundred fifty two poles & twenty links, to a Hickory, Iron wood and Beech. thence North Eighty four degrees West two hundred and fifty two poles to two beeches, a Lynn and Dogwood, thence South six degrees West two hundred fifty two poles and twenty links to the beginning, parcel of the premises in the said declaration mentioned and for Plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the Country and the plff does the like, Wm Lawrence atty for Defts Mason & Forbes Attys for Plff, and afterwards, to wit, on the day and year last herein aforesaid, to wit, on the 17th day of April 1844 On Motion to the Court it is ordered that Smith Brown be made defendant herein to defend the premises in said declaration mentioned

in the place of the now defendant Richard Roe, And afterwards to wit on the day and year last herein aforesaid to wit on the 17th day of April 1844. This day came the said John Doe by his attornies and the said Richard Roe though solemnly called came not but made default. Therefore it is considered that the said John Doe recover against the said Richard Roe his said Term yet to come in the tenements aforesaid with the appurtenances, And afterwards to wit on the 1st day of October A.D 1844 This cause was continued, And afterwards to wit on the 27th day of May 1845 This Cause was continued, And afterwards to wit on the 19th day of August A.D 1845 On motion of the defendant it is ordered that the Sheriff of this County proceed to survey the premises in the Declaration according to the Patent calls of the same, being the East half of Survey No 3689, also to survey the premises claimed by the Defendant according to the Patent calls for the same being survey No 1449 7. and that he make out and return to this Court at the next Term three Plats 1 Survey No 3689 2d Survey No 1449 7. & 3d the interference if any of said survey No 1449 7 with the East half of Survey No 3689, and that notice of the time and place of making said Survey be given to Ephraim Cranston one of the lessors of the Plaintiff ten days before taking the same and also notifying as above William B. Lawrence the Attorney of the Defendant, And afterwards, to wit; on the 28th day of October A.D 1845 This cause was continued under the former order, And afterwards, to wit on the 24th day of November A.D. 1845 The following order issued to the Sheriff of Union County Ohio. to wit: The State of Ohio, Union County. ss. To the Sheriff of said County, Greeting. John Doe Ex Dem. E Cranston et al, vs Smith Brown et al. August Term. A.D. 1845 On motion of Defendant it is ordered that the Sheriff of this County proceed to survey the premises in the Declaration according to the Patent Calls of the same being the east half of Survey No 3689. — Also to survey the premises claimed by the Defendant according to the Patent calls for the same, being Survey No 1449 7 and that he make out and return to this Court at the next Term, 3 Plats, showing 1st. Survey No 3689. 2nd Survey No 1449 7. & 3rd the interference if any of said Survey No 1449 7. with the East half of Survey No 3689. and that notice of the time and place of making said Survey be given to Ephraim Cranston one of the lessors of the Plaintiff ten days before taking the same, And also notifying as above W. B. Lawrence, the Atty. of the Defendant, — John Doe Ex Dem. E. Cranston et al vs Smith Brown, Oct. Term A.D. 1845. Continued under former order, (Seal) I John Cahill Clerk of said Court, certify the foregoing to be Copies of the Journal Entries in the above cases. Witness my hand and official seal this 24th day of Nov. A.D. 1845. John Cahill Clerk. Said order was returned by said Sheriff on the 15th day of April A.D. 1846, endorsed. Notice to E Cranston January 13th 1845. Also Notified Wm B Lawrence more than ten days previous to the day of Survey, — and Executed the Command of this writ as the law requires, and return the report of the Survey on April 15th 1846 Wm M. Johnson Sheriff. Said Report reads in the words and figures following to wit. I hereby certify that I Surveyed Survey No 3689 for Jacob Watson and Survey No 1449 7. in the name of Samuel B. Johnson as represented in the annexed platt having taken to my assistance David Lockwood Israel Carter as Chain Carriers who were duly sworn as the Law directs before commencing said Survey the result shows that Watsons Survey contains 660 acres Samuel B. Johnstons contains 428 acres lying on the South

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end of Woolson's. Covering 214 acres on the East half of the Survey which is covered by Cranstons patent the line running by Cranstons patent the line running N & S through the middle shows the west Boundary of Cranstons patent the dark line Running East & West shows the South boundary of No 14497 showing an interference of 214 acres on Cranstons patent as is more fully set forth in the accompanying report February 11th 1846

William B. Irwin City Surveyor. U.C.O

Fees of

David Lockwood, Chain Carrier 2 days $1.50

Israel Carter ditto 1.50 — $3.00

William B. Irwin surveying 2 days 4.00

plotting calculating and report 2.00 6.00

Surveyed February 11th 1846 by an order of Court made at their late Term of the Court of Common Pleas for Union County Ohio Surveys Nos 3689 in the name of Jacob Woolson & No 14497 in the name of Samuel B. Johnson as follows Survey 3689 beginning at a sugar tree & B Beech. the Beech marked I.W. and a large white oak which is down and partly burned up the remains of the Stump yet in the ground being South 7° W. 12 poles West. 4.20 poles from the South Westerly Corner of Bayly & Merremans survey No 5238 from there running S. 7° W. 42½ poles to 3 sugar tree Stumps the trees being cut down, and rolled out of a road then S 82 30 E & crossing the Course, 252. poles to 2 sugar trees and a Hick down & mostly Rotten then 7° E 41¾ poles to a Beech, and ash in the original North line the Hickories not standing but 2 Hickories standing 16 poles to the E. then N 82 W. with the original line 252 poles to the beginning containing 660 acres and also Survey No 14497 in the name of Samuel B. Johnston and found that the South west and North E. corners to 14497. though described by different Monuments are precisely at the same places of the of the S.E & S.W. Corners of 3689 and the E & W lines of 14497. Run precisely with E & W lines of 3689. 272 poles containing 428 acres one half of which lies on the E. half of Survey 3689 the part covered by Cranstons patent making the interference between 14497. and the E. half of 3689. 214 acres leaving 116 acres of said E half of 3689 uncovered by 14497 all of which is represented by the annexed platt. all of which is respectfully submitted. William B. Irwin C Surveyor. U.C. Ohio. And on the 11th day of April 1846. This cause was continued. And afterwards, to wit; on the 28th day of July A.D. 1846 This day came the parties by their Attorneys and thereupon came a Jury, to wit; Danl Reed, David Danforth, David Wood, John Bonnell, Abraham Wiley, A.T. Woodworth, John Hutchinson, Wm Richey, Jacob Gibson John Organ, Levi Longbrake & John Doe Campbell who being duly empannelled, and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said Smith Brown is guilty of the Trespass and ejectment laid in his charge laid 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 Smith Brown his said term yet to come of and in the tenements aforesaid with the appurtenances and also

his Sciee damages by the jurors. aforesaid assessed. together with his costs herein expended taxed at Thirty Two dollars Thirty Six Cents. And afterwards, to wit on the 28th day of July A.D. 1846 Richard. — Judgment for the Plaintiff at his Cost. And the said Defendant Says that the aforesaid Suit herein against him the said Defendant by the Plaintiff aforesaid is not made by the Oath of the Defendant

$2,65

Attest: John Cagill Clerk.

William M. Robinson administrator of Simon Rickard deceased vs Mary Rickard Ann Rickard & George M. Rickard

Pleas before his Honor James R. Robert Esq. President and James R. Smith, Christian Myers and Levi Phelps 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 28th day of July in the year of our Lord one thousand eight hundred and forty six. Be it Remembered that heretofore, to wit; on the 17th day of April A.D. 1846. William M. Robinson administrator of the Estate of Simon Rickard deceased 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 Mary Rickard, Ann Rickard & George M. Rickard Forthwith to appear before the Judges of our Court of Com Pleas, in and for the County aforesaid, at the Court House in said County to Answer unto Wm. M. Robinson Administrator of the Estate of Simon Rickard deceased in a plea of Assumpsit damages Three hundred Dollars, And have you then there this writ. Levi Phelps for John Cagill Clerk of said Court, at the Court House aforesaid this 17th day of April A.D. 1846 John Cagill Clerk. Said Writ was endorsed "Suit brot on a Note of hand given by Defendants to Plaintiff for one hundred and Eighty Eight dollars and Fifty two cents dated May 25. 1844. and payable nine months after date, also for goods sold and delivered &c Damages claimed as due $300.00 April 17. 1846 Allison & Lowry attys for Plffs Said writ was returned by said Coroner, endorsed "Service by Certified Copies on the within Defendants to April 17. 1846 James Riddle Coroner And afterwards, to wit, on the 27th day of May A.D. 1846 the Plaintiff by Allison & Lowry his Attornies filed herein their declaration in the words and figures following, to wit: The State of Ohio Union County, ss. Court of Com Pleas of Union County, April Term A.D. 1846. William M. Robinson administrator of the goods and estate which were of Simon Rickard deceased, at the time of his death, who died intestate, complains of Mary Rickard, Ann Rickard and George Rickard in a plea of Assumpsit For that whereas, the defendants after the death of the said Simon Rickard to wit on the 25th day of May A.D. 1844, at the County of Union aforesaid, made their promissory note in writing and delivered the same to the plaintiff, and thereby then and there promised to pay to the plaintiff as administrator aforesaid, one hundred and Eighty Eight dollars and fifty cents nine months after the date thereof which period hath now elapsed — And whereas also the defendants on the first day of April A.D. 1846, at

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Samuel Wood
John P. Wood &
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the County of Union aforesaid were indebted to the plaintiff, as administrator aforesaid, in the sum of three hundred dollars for goods of the estate of the said Simon Rickard, then and there sold and delivered by the plaintiff, as administrator as aforesaid, to the defendants at their request: And in three hundred dollars, for money then and there had and received by the defendants, for the use of the plaintiff as administrator as aforesaid And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid, in Consideration of the premises respectively, promised the plaintiff as administrator as aforesaid to pay him the several monies last above mentioned, on request, yet the defendants have disregarded all their promises aforesaid and have not paid any of the said monies or any part thereof, To the damage of the plaintiff, as administrator as aforesaid of three hundred dollars; and therefore he brings suit &c And the plaintiff brings here into Court, the letters of administration of the goods and estate which were of the said Simon Rickard, at the time of his death, and which letters were, after the death of the said Simon Rickard, to wit; on the 17th day of April A.D. 1846 granted to the plaintiff by the Court of Common Pleas of the County of Union aforesaid in due form of law, and give sufficient evidence to the said Court here of the said grant of administration to the plaintiff. By Allison & Curry his Attys. And afterwards to wit; on the 28th day of July A.D. 1846 This day came the plaintiff by his attorney, and the defendants made default. Whereupon it is considered that the said William Robinson administrator of the Estate of Simon Rickard deceased ought to recover his 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 William M. Robinson administrator as aforesaid to One hundred Forty four dollars and Eighty five cents. Therefore it is considered that the said William M. Robinson administrator as aforesaid recover of the said Mary Rickard, Ann Rickard and George M. Rickard the said sum of One hundred and forty four dollars and Eighty five cents damages aforesaid assessed, and the costs herein expended taxed to _____ dollars _____ cents

Attest John Logsil Clerk.

Fi. fa. 96

Matthew Gooding
vs
Samuel Woods
John P. Woods &
William Woods

Pleas before his Honor James H. Hubert Esq. President and James H. Smith, Christian, Hayes and Levi Phillips 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 28th day of July in the year of our Lord One Thousand Eight Hundred and forty six. Be it remembered that heretofore to wit on the 29th day of July A.D. 1846 the plaintiff by Allison and Curry his attornies, filed herein the following note of hand, and a Power of attorney to confess Judgment thereon which said Note of hand, and Power of Attorney read in the words and figures following to wit; $232.93. One day after date we or either of us promise to

pay Matthew Gooding or bearer, the sum of two hundred and thirty two dollars and ninety three cents for value received Oct 24th 1845. Samuel Wood Seal W. W. Wood Seal John D. Wood Seal We do hereby authorise and empower Wm C Laurence or any other attorney at law in the State of Ohio, to appear in any court of record in said State, at any regular term of such court, after the present October Term 1845, and waive the issuing and service of process, and confess a judgment against us and in favour of Matthew Gooding or bearer for the sum of two hundred and thirty two dollars and ninety three cents, with interest from the time, being the amount specified in the above note, and thereupon to release all error, and waive all right and benefit of appeal in our behalf. Given under our hands and seals the day and year above written Samuel Woods Seal. W. W. Woods Seal John D. Wood Seal and afterwards to wit; on the 29th day of July A.D. 1846. The Plaintiff by his attorney filed herein his declaration in the words and figures following, to wit; The State of Ohio Union county, ss. Union county Court of Common Pleas July Term A.D. 1846 Matthew Gooding complains of Samuel Woods John D. Woods and William W. Woods in a plea of Debt for that whereas the said defendants on the first day of June A.D. 1846 was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods sold and delivered by the plaintiff to the defendants at their request, Yet the said defendants have not, nor hath either of them 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 Allison & Curry his Attys — and afterwards, to wit; on the 29th day of July 1846 Jackson & Doughty their attorney filed herein their confession of Judgment in the words and figures following to wit; Matthew Gooding vs Samuel Woods, William W. Woods & John D Woods, In Union Com Pleas, In debt, And now come in open Court, Jackson & Doughty one of the Attorneys of this Court, and by virtue of a warrant of Attorney for that purpose and herewith filed waives the issuing and service of process and confesses judgment against the said Samuel, William W. Woods and John D Woods and in favour of the said Matthew Gooding for the sum of Two hundred and thirty two dollars and ninety three cents Debt and Five dollars and fifty nine cents damages and costs. And by virtue of the same warrant of Attorney releases all error and waives all right and benefit of appeal in behalf of defendant J. & Doughty Atty for Deft. — And afterwards, to wit; on the 29th day of July A.D. 1846. This cause came into Court. Matthew Gooding by Allison & Curry his Attornies and filed his Declaration against the said Samuel Woods, John D. Woods and William W. Woods, and thereupon Jackson & Doughty one of the Attornies of this Court appeared in open Court in behalf of the said Samuel Woods, John D. Woods and William W. Woods, and by virtue of a warrant of Attorney for that purpose Executed by the said Samuel Woods, John D. Woods and William W. Woods, and now produced in open Court and duly proved, waived the issuing and service of process and acknowledged that the said Samuel Woods, John D. Woods and William W. Woods, did assume and promise in manner and form as the said Matthew Gooding hath in his said declaration alleged against them and confessed that

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John Butler & Bro
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the said Samuel Woods, John P. Woods and William W. Woods doth give the said Matthew Gooding Two hundred and Thirty two dollars and ninety Three cents Debt and Five dollars and Fifty nine cents damages Therefore it is considered that the said Matthew Gooding recover of the said Samuel Woods, John P. Woods and William W. Woods the said sum of Two hundred and Thirty two dollars and Ninety Three cents Debt and Five dollars and fifty Nine cents damages so confessed as aforesaid and also his costs in this behalf expended taxed at dollars cents, And by virtue of the same warrant of Attorney all error is released and all right and benefit of appeal is waived by the said Samuel Woods John P. Woods, and William W. Woods

$5.96

Attest John Cupil Clerk

John Butler & Orange Davis Partners under the name & firm of Butler & Davis for the use of Abraham McCloud
vs
Henry Shout

Pleas before his Honor James L. Torbert Esqr President and James R. Smith, Christian, Myers and Levi Phelps 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 28th day of July in the year of our Lord one thousand Eight Hundred and forty Six. Be it remembered that heretofore to wit: on the 29th day of October A.D. 1845 the plaintiff by Allison and Curry his attorneys sued out of the Clerks office of said this 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 Henry Shout 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 Butler and Davis for use of Abram McCloud in a Plea of Assumpsit damages 200 dollars. And have you then there this writ. Seal Witness John Cupil Clerk of said Court at the Court House aforesaid this 29 day of October A.D. 1845 John Cupil Clerk. Said writ was Endorsed, "Suit brot on Note of hand given by Defendants to plaintiffs or order for One hundred and thirty seven dollars and twenty five cents Dated April 7. 1842 and due at date &c also for goods sold and delivered, Money had and received &c Damages claimed $200.00 Oct 29. 1845. Allison & Curry attys for Pffs. Said writ was returned by said Sheriff indorsed "Served Oct 30th A.D. 1845 by certified Copy of this writ Wm M Robinson Sheriff. And afterwards, to wit: on the 8th day of December A.D. 1845 the Plaintiff by his said attorneys filed herein his declaration in the words figures following, to wit: The State of Ohio Union County, ss. Court of Common Pleas of Union County, of the Term of October A.D. 1845. John Butler & Orange Davis partners, under the name and firm of Butler & Davis for the use of Abram McCloud, Complain of Henry Shout, in a plea of Assumpsit. For that, whereas, the defendant on the seventh day of April A.D. 1842 at the County of Union aforesaid made his note of hand in writing, and delivered the same to the plaintiffs: and thereby ~~xxxxxxxx~~ then and there promised to pay to the plaintiffs or order, One hundred and thirty seven dollars and twenty five cents at the date thereof which period hath now elapsed. And whereas, also the defendant on the first day of October A.D. 1845 at the County aforesaid, was

indebted to the plaintiffs in the sum of two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defend=ants at his request: And in the sum of two hundred dollars for money then and there had and received by the defendant for the use of the plaintiffs:- And in ~~xxxxx~~ two hundred dollars for money found to be due from the defendant to the plaintiffs, on an account then and there Stated between them.- And the defend=ant afterwards, to wit: on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plaintiffs to pay them the several moneys herein above mentioned, on request; yet the defendant hath dis=regarded his last mentioned promises, and hath not paid any of the said moneys or any part there of. To the damage of the plaintiffs two hundred dollars: and therefore they bring their Suit. &c. Bay Allison & Curry their attys. And after=wards, to wit: on the 6th day of April A.D. 1846 The defendant by Wm. Lawrence his attorney filed herein his plea in the words and figures following to wit: Henry Shout ads Butler & Davis for &c Oct Term 1846 Union Com Pleas and the said Henry Shout now comes and defends &c. and says that he did not assume and promise in manner and form as the plaintiffs have there of declared against him and of this he puts himself upon the country and the plffs doth the like. Bay Wm. Lawrence his atty. The plaintiffs and their attornies will take notice that on that on the trial of this case Defts will insist and prove to the court and Jury that the said note in the plaintiffs Declaration Specified was paid off discharged and satisfied in full and delivered up and that it afterwards wrongfully and by fraud and without the knowledge of Defts came into the hands of said McCloud for whose use it now seems to be sued. That Butler & Davis accepted and took in lieu of said note or obligation on another man in full pay thereof and that they are paid and McCloud has not one red cents nor ever had in said note. That the said Butler and Davis are indebted to the Defendant in the sum of Two hundred dollars for work and labor done and performed by the Deft for the plaintiffs and at his and in the sum of 200$. for money found to be due from the plaintiffs to the Deft on an account Stated between them. By Wm. Lawrence his atty. And afterwards, to wit; on the 17th day of April A.D. 1846 before said court. This Cause was con=tinued and it is agreed that possession of the farm of said Shout, Shall stand as now till next term of this court so far as the lease is concerned. and afterwards, to wit: on the 29th day of July A.D. 1846. This day came the parties by their attornies and thereupon Henry Shout relinquishing his plea says that he cannot deny the action of the said Butler & Davis for use &c, nor but that he did assume and promise in manner and form as the said Butler & Davis for &c hath complained against him.- Therefore by consent of the parties, It is Considered that the said Butler & Davis recover of the said Henry Shout the Sum of One hundred and seventy two dollars & seventy five cents, his damages as aforesaid Confessed and also his costs in this behalf expended taxed at

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Attest John Cassil. Clerk.

Andrew Fullerton
vs
William W. Woo

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Andrew Fullerton jr
vs
William W. Woods

Pleas before his Honor James L Torbert Esq President and James R. Smith. Christian Myers and Levi Phelps his associates. Judges &c 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 28th day of July in the year of Our Lord One thousand eight hundred and forty six. Be it remembered that heretofore, to wit: on the 7th day of March A.D. 1846. The Plaintiff by Allison & Curry his attornies sued out of the Clerks Office of said Court his 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 William W Woods 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 Alexander Fullerton Jr. in a plea of assumpsit Damages $250.- and have you then there this writ: Test Witness John Cahill. Clerk of said Court at the Court house aforesaid this 7th day of March A.D. 1846 John Cahill. Clerk. Said writ was indorsed "Suit brot on a note of hand made by Defendant to Plaintiff or order, for One hundred Forty dollars 40/100 payable six months after the date thereof. and dated at Philadelphia June 4. 1845 &c. Also for goods sold and delivered. money had and received &c. damages claimed as dec $250. Allison & Curry attys for Plffs Said writ was returned by said Sheriff endorsed "March 9. A.D. 1846 Served by certified Copy of this writ: Wm McRobinson Sheriff. And afterwards to wit on the 27th day of May A.D. 1846 said Plaintiff by Allison & Curry his said Attornies filed herein his declaration in the words and figures following, to wit; The State of Ohio Union County ss. Court of Common Pleas of Union County April Term A.D. 1846 Alexander Fullerton Jr. complains of William W. Woods, in a plea of Assumpsit, For that, whereas. the defendant on the fourth day of June A.D. 1845 at Philadelphia in the State of Pennsylvania, to wit: at the County of Union and State of Ohio made his promissory note in writing and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff or order One hundred and forty dollars 40/100 - Six months after the date thereof. which period hath now elapsed.- And whereas also. the defendant on the first day of March A.D. 1846 at the County of Union aforesaid was indebted to the plaintiff in the sum of two hundred and fifty 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 and fifty dollars, for money then and there had and received by the defendant for the use of the plaintiff. And the defendant afterwards. on the day and year last aforesaid at the County aforesaid in the Consideration of the premises respectively, promised the plaintiff to pay him the several monies herein last above mentioned, on request: yet the defendant hath disregarded all his aforesaid promises and hath not paid any of the said monies or any part thereof. To the damage of the plaintiff of two hundred and fifty dollars: And therefore he brings his suit. By Allison & Curry his attys. And afterwards, to wit: on 29th day of July A.D. 1846. This day came the Plaintiff by his attornies, and the defendant though solemnly called, came not, but made default. Whereupon it is considered that the said Alexander Fullerton 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 Alexander Fullerton Jr to One Hundred & Ninety one dollars and Eighty two cents. Therefore it is considered that the said Alexander Fullerton Jr recover of the said William W. Woods the sum of One hundred and Ninety two dollars and Eighty two cents damages aforesaid, in form aforesaid assessed and also his costs in that behalf expended taxed at

Dollars Cents

Attest John Cahill, Clerk.

P. 175

Kendall Thomas
vs
Adam Hays
David Noble
William Stewart
John Owens &
Edward McGinnes

Pleas before his Honor James Torbert Esq^r President and James R. Smith. Christian Myers. and Levi Phelps 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 28th day of July in the year of our Lord One thousand Eight Hundred and forty Six. Be it remembered that heretofore, to wit: on the 7th day of February A.D. 1846 The Complainant Kendall Thomas in person filed ~~their~~ ~~their~~ ~~Bill~~ ~~in Chancery~~ ~~&c.~~ in the office of the Clerk of said Court of Common Pleas, a certain Bill in Chancery, in the words and figures following to wit; To the Honorable Court of Common Pleas within and for the County of Union in Chancery sitting. Your Petitioner Kendall Thomas of the County of Franklin and State of Ohio, represents to your Honors that he is the owner of and has the legal title to, and is in the possession of the following described Lands, to wit; A part of Survey Numbered Ten Thousand four Hundred and Eight (No 10408). Beginning at the South East corner of the Original Survey and and North East corner of John Swans Survey Number 9920. Thence N 15° W 100 poles to the North East corner of the Original Survey and South west corner of James Taylors, Survey Number 9963. Thence S 78° W 400 poles to the North west corner of Edward Smiths and others Survey Numbered 9940. Thence S 12° E 240 poles to the North West corner of a tract of Land sold out of the original Survey by Adam Hays to Richard M. Mays February 17 1833 Thence with Moses line N 78° E 160 poles to his North East corner. Thence S 12° E 160 poles to Moses South East corner and in the line of the original Survey. Thence with said line and with the line of said Swans Survey N 78° E 240 poles to the Beginning lying and being in the County of Union in part and the County of Marion in part. Containing 240 acres of Land more or less — That the said Land above described was patented by the Government of the United States to one Nathaniel Sawyer and conveyed by the said Nathaniel Sawyer on or about the 9th Day of May A.D. 1829 by Deed duly executed to one Adam Hays, that the said Adam Hays some time in the years 1838 or 1839 sold the said described lands to one William Stewart who paid him the full value therefor. That the said William Stewart immediately after such sale and without receiving a Deed from the said Adam Hays to him=self for the said Lands, sold the said lands to one David Noble, and requested the said Adam Hays to convey the legal title therefor by Deed to the said David Noble that the said Adam Hays sometime in the years 1838 or 1839, did by deed duly executed convey the said described lands to the said David Noble in fee simple. — That the said David Noble on the reception of the said Deed from the said Adam Hays to him=self, and in order to secure to the said William Stewart the purchase money for the said described lands, executed on or about the 9th day of January A.D. 1839 and delivered to the said William Stewart a Mortgage Deed which was duly recorded in the County of Union for the said described lands, that the said William Stewart on or about the 8th day of October A.D. 1839 assigned and transfered all of his right title and interest in and to the said Mortgage Deed and the notes secured thereby to one John Owens. — That the said John Owens on or about the 8th day of August A.D. 1843, assigned and transferred all of his right, title and interest in and to the said Mortgage Deed and the notes secured thereby to one William Lippincott. That the said William Lippincott on or about the 2^d day of January A.D. 1844 filed his Bill in Chancery in this Honorable Court for the Foreclosure of said Mortgage Deed and for a sale

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of the said Mortgaged premises. That at the May Term A.D. 1845 of this Court he obtained a Decree for the sale of the said Mortgaged premises. That the same were sold under the said Decree by the Sheriff of this County at public Sale and that said Mortgaged premises ~~was~~ was purchased in at said Sale by the said William Lippincott he being the highest bidder therefor, that the Sale was Confirmed by this Honorable Court and the Sheriff ordered to make to the said William Lippincott a Deed in fee simple for the said Mortgaged premises which the said Sheriff accordingly did on or about the 30th day of September A.D. 1845 [all of which will more fully appear by reference to a letter from Adam Hays to the Recorder of Deeds, Union Co Ohio, a copy of which is herewith filed and prayed to be taken as a part of this Bill marked A. Also by reference to the case of William Lippincott versus David Noble, and John Owens Chancery Records of this Court Book page which will be produced at the hearing of this cause.] Your petitioner further represents that the said William Lippincott on or about the 12th day of December A.D. 1845 for a valuable Consideration to him paid by your petitioner sold and conveyed by Deed in fee simple to your petitioner the above described premises which he purchased in under the aforesaid decree of this Court. — Your petitioner would further represent that the said David Noble after the recep=tion of the said Deed in fee simple from the said Adam Hays as aforesaid for the said described premises, and after his having executed and deliv=ered to the said William Stewart the Mortgage Deed of the said described premises as aforesaid, delivered over into the possession of one Edward McGinnes of Beaver County Pennsylvania the aforesaid Deed of fee sim=ple from the said Adam Hays to the said David Noble, for what purpose the said David Noble delivered the said Deed into the possession of the said Edward McGinnes is unknown to your petitioner, that the said Deed is now in the possession of the said Edward McGinnes, and that he refuses to deliver the same upto your petitioner after having been repeatedly requested so to do, so that your Petitioner may have the said Deed Recorded in the Counties of Union and Marion in which counties it has never been recorded, or in any other place. — Your petitioner further represents that the detention of the said Deed by the said Edward McGinnes can not possibly, either in Law or Equity, be of any benefit or interest to him, but that the loss or destruction of the same would greatly injure your petitioner by placing back again the legal title to the said des=cribed Lands in the said Adam Hays and his heirs, which at some future day your petitioner is fearful they may assert to his great annoyance — Your petitioner further avers that the Edward McGin=nes withholds the said Deed from your petitioner for the purpose of throwing a cloud over your petitioners title to the said describe lands, by which your petitioner is prevented from selling or other=wise disposing of said Lands, Your petitioner would further represents that the said Adam Hays, David Noble, William Stewart, John Owens and Edward McGinnes are Non Residents of the State of Ohio, Your petitioner therefore prays that the said Adam Hays, David Noble, William Stewart, John Owens and Edward McGinnes may be made parties defendants to this Bill that your petitioner may have such legal Proces against the said Defendants as may compel them to answer all and singular the premises, and your Petitioner further prays that on the final hearing of this cause the said Adam

Hays may be decreed to execute and deliver to your Orator a Deed of release and quit claim of all his right, ~~title~~ title and interest in and to the aforesaid described premises, and that the said Adam Hays and his heirs may be forever estopped from setting up any claim to the aforesaid described premises, and that the said Edward McGinnes may be decreed to deliver up to your Orator the said Deed from the said Adam Hays to the said David Noble and for such other and further relief as Equity and good conscience may require. Kendall Thomas in person. Said Exhibit (marked A) referred in the bill and filed therewith reads in the words and figures following, to wit: To the Recorder of Deeds. Union County Ohio. Madison Indianna February 8. 1840. Sir about a year ago I sold 840 acres of Survey No 10.408, more or less, to William Stewart and he sold it to another I think his name is Noble The Deed I made directly to the person to whom Stewart sold, I took a memorandum of the name of the person to whom Stewart sold and to whom I deeded the land but I have mislaid it, I wish to know the name of the person to whom the deed was made? He gave a mortgage to Stewart for securing the payment, How much is the mortgage, has it been transferred to any one, or is there satisfaction entered for payment of any part of the mortgage? Be so good as to inform me all about it, The inclosed will pay I suppose for the examination of the Records in your office – I would be glad you would write to me with as little delay as possible the present state of the business and direct to me at Pittsburg, Pennsylvania my former residence – you would confer a favor too by naming some respectable Lawyer whom I might employ if I find it necessary when I visit Pittsburg, Please dont forget to direct your answer to that place (Pittsburg) Yours Adam Hays. Direction on the back of the letter. To the Recorder of Deeds. Marysville Union County Ohio. Post Marked "Madison Indiana. February 12. Paid. – And afterwards, to wit: at the April Term of said Court A.D. 1846. This day came the Complainant and proved Publication of the notice of the pendency of this suit: and thereupon this cause was continued. Said Notice and Proof of publication of the Notice reads in the words and figures following, to wit: Adam Hays, David Noble, William Stewart John Owens and Edward McGinnes, are hereby notified, that on the 7th day of February A.D. 1846. Kendall Thomas of the county of Franklin, Ohio, filed in the Court of Common Pleas of the County of Union and State of Ohio, a bill in Chancery against the said Adam Hays, David Noble, William Stewart, John Owens and Edward McGinnes the object and Prayer of which bill is to quiet and settle the title of the said Kendall Thomas to the following described lands to wit: A part of Survey numbered ten thousand four hundred and eight (10408) beginning at the south east corner of the original survey and north east corner of John Swan's Survey no. 9920; thence N 12 deg. west 400 poles to the north east corner of the original survey and south west corner of James Taylor's survey No 9963; thence S. 78 deg. W 400 poles to the north west corner of the original Survey and north east corner of Edward Smith's and others' Survey No 9946; thence S 12 deg. E 240 poles to the north west corner of a tract of land sold out of the original survey by Adam Hays to Richard M Hays, February 17th 1835; thence with Moses line N 78 deg. E. 160 poles to his north east corner thence S 12 deg E 160 poles to Moses south east corner and in the line of the original Survey; thence with the line of said Swans Survey N 78 deg. E 240 poles to the beginning – containing 840 acres of land, lying partly in the Counties of Union and Marion – and the said Adam Hays, David

Noble. William Stewart. John Owens and Edward McGinnes; are further notified, that unless they appear and plead answer or demur to the said bill within sixty days after the rising term of said court, the said Kendall Thomas at the term next after the expiration of said sixty days will apply to the said court to take the matters of the bill as confessed and to decree thereon accordingly, February 14. 1846 Kendall Thomas in person. Before me a Justice of the peace in and for the County of Union and State of Ohio personally appeared Gustavus A. Bagsil and made solemn oath that the notice hereto attached, was published for six consecutive weeks next after the 14th day of February A.D. 1846 in a newspaper called the "Dem ocrat," and that said Newspaper was during that time printed in the County of Union G.A.Bagsil. pub. Sworn to and subscribed before me this 14th day of April A.D. 1846 James Turner J.P. — And afterwards, to wit; on the day and year first aforesaid to wit on the 29th day of July A.D. 1846. This cause came on to be heard upon the bill exhibits and testimony and the court having examined the same are of opinion that the law and equity of the case is with the complainant and the Defendants Adam Hays, David Noble, William Stewart and Edward McGinnes. having failed to appear plead, answer or demur to the said Bill. It is ordered that the said Bill and the matters and things therein contained be taken for confessed, and the court do further order adjudge and decree that the said Adam Hays Execute and deliver to the said Kendall Thomas a deed of release and Quit claim of all his right, title and interest in and to the said Survey Number Ten thousand four hundred and eight and in said Bill more particularly described (No 10408.) within Ten days and in default thereof, that this decree stands as such deed and further the Court do order and decree that the said Adam Hays and his heirs be for =ever estopped from setting up title to and claiming the said Survey the Court do further order that the Complainant, pay the costs of this suit within sixty (60) days, and in default thereof that Execution issue therefor as upon judgments at law $2.55.

Attest John Bagsil. Clerk.

John Doe ex dem
Beall Sellman
vs
Richard Roe
William Mather, Tenant.

Pleas before his Honor James H Torbert Esq President and James R Smith. Christian Hays. and Levi Phelps 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 28th day of July, in the year of our Lord one thousand eight hundred and forty six.

Be it remembered that heretofore, to wit: on the 13th day July A.D. 1846 came Beal Sellman by Allison & Curry his attornies and filed herein his declaration together with Notice to the Tenants and the return of service which said declaration, notice and return of service read in the words and figures following, to wit: Court of Common Pleas of Union County of the Term of April, in the year 1846. The State of Ohio, Union County. ss.— John Doe complains of Richard Roe, for that Beall Sellman on the 1st day of January 1846, at the county of Union aforesaid, had demised to the said John the following lands and tenements, to wit; a tract or parcel of land situate in Union County, Ohio, and bounded and described as follows;

being part of Survey No. 5504. Beginning at a Hickory and Sugar tree, the original South East Corner to said Survey, Thence N. 11° W. 112 poles to a Stake and Small Water Beech; Thence S. 80° W. 228 poles to a red oak and ash; Thence S. 10° E. 112 poles to a dogwood and Beech, Thence N. 80° E. 228 poles to the beginning, containing 164 acres, more or lep; and also ten Mefsuages, ten Cabins, ten barns, ten Stables, ten orchards, ten out houses, ten yards, ten gardens, Thirty acres of arable land, Thirty acres of Meadow land, Thirty acres of pasture land, Thirty acres of Woodland, Thirty acres of land covered with Water, and Thirty acres of other land, with the appurtenances; To have and to hold the same to the said John from the 1st day of January in the year 1840, for and the term of Ten years thence next ensuing; By virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof, for the term aforesaid; and the said John being so thereof possessed the said Richard afterwards, to wit: on the 4th day of July, 1844, at said County of Union, with force and arms, entered into the said tenements, with the appurtenan=ces, and ejected the said John therefrom and other wrongs to the said John then and there did; to his damage Two Hundred dollars, And thereupon he Dues, &c. By Allison & Curry his attornies. Said Notice reads as follows; Mr William Mather Sir:— I am informed that you are in possession of, or claim title to, the premises in the within declaration mentioned, or to some part thereof; and I being sued in this action as 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 posfession. Dated July 8th 1846. Richard Roe. Said return of Service reads as follows Served this writ July 11th by delivering a certified copy of the within Declaration and Notice, to the within named William Mather July 13th A.D. 1846 Wm M. Robinson Sheriff of Union County. And afterwards, to wit: on the day and year first herein aforesaid, to wit: on the 29th day of July A.D. 1846. This day came the said John Doe by his attorney and the said Richard Roe though solemnly called came not but made default.— Therefore it is considered that the said John Doe recover against the said Richard Roe his said term yet to come in the tenements aforesaid with the appurtenances.

Notice

Attest. John Cupil. Clerk.

Joseph Murphy
vs
Lawrence Ashton

Pleas before his Honor James L. Torbert Esqr President and James R. Smith, Christian Sayers and Levi Phelps 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 28th day of July, in the year of Our Lord One thousand eight hundred and forty six, Be it remembered that heretofore, to wit: on the 16th

day of January A.D. 1837 Joseph Murphy by William G. Lawrence his Solicitor in Chancery filed in the office of the Clerk of said Court of Common Pleas a certain Bill in Chancery, in the words and figures following, to: To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting Joseph Murphy of the County of Union and state of Ohio Represents that Lawrence Ashton of the ~~County of~~ Fauquier County Virginia and whom your Orator prays may be made Defendants to this Bill on the 8th day of December 1834 pretending to be seized in fee simple of a certain tract of Land situate in said County of Union and which is hereinafter more particularly described and being desirous to dispose of said land did enter into an agreement for the sale thereof to your Orator which said agreement was reduced to writing and signed by the said Ashton, and your Orator and was in substance as follows, the said Ashton agreed to sell to your Orator 150 acres of land being part of Survey No 6107 lying in said County of Union Beginning at a Beech and 2 sugar trees North corner to the original Survey in the line of John Nichols Survey No 5809. thence with said line NBE so far on that line as to include one hundred and fifty acres by running a line N. 83 W to the line of the four hundred acres which was sold by Wallace and Watts to the State of Ohio which said 400 acres is a part of said Survey 6107 thence with the line of said 400 acres N. 18. W to the N. Easterly Corner of said four hundred acres, thence N. 72° E. to the Beginning. for which 150 acres your Orator agreed to pay said Ashton one dollar and fifty cents pr acre at the times and in the manner following that is one hundred and seventy five dollars at the time of the making of said agreement and fifty dollars to be paid on the 1st day of May 1835 at which time said Ashton was to make your Orator a good and sufficient general Warranty Deed for said land all of which will more fully appear by reference being had to said agreement which is herewith filed. Your Orator further Charges that he paid the 175 $. at the time of entering into said agreement that your Orator executed his agreement in writing to pay other fifty on said 1st day of May 1835 and delivered the same to the said Ashton. Your Orator further Charges that he has since paid to said Ashton the sum of twenty three dollars on part payment of the last fifty dollars. And your Orator further Charges that your Orator has again and again since the said 1st day of May 1835 tendered or offered to pay to said Ashton the full ballance of the said purchase money on his said Ashton delivering your orator a good and sufficient deed for said land as by his said agreement he was bound to do and your Orator further Charges that said Ashton has always hitherto and still doth refuse to execute said Conveyance to your Orator further Charges that he is informed and believes that the title in fee simple is not in said Ashton but in one Arthur Watts of the County of Ross and State of Ohio. (Whom your Orator prays may be also made Defendant to this his Bill.) that said Ashton holds said land of said Watts by article of agreement. title Bond or other written evidence of purchase, that said Ashton still owes said Watts for the purchase of said land but how much your Orator is not able to say positively. Your Orator further represents that he has in all things on his part performed the conditions and terms of said agreement with the said Ashton and brings herein to Court the ballance due said Ashton on said land but Charges that said Ashton wholly neglects and refuses to perform on his part said terms and conditions. Your Orator therefore prays your writ of Subpoena may issue against the said Arthur Watts and Lawrence Ashton and that they may be compelled to answer on their Corporal oaths

all and singular the premises, and that the said Arthur Watts may answer and say particularly by what title said Ashton holds said land. how much has been paid on said Land by said Ashton to him. how much remains to be paid and when the same was or is to be paid him by said Ashton. And your Orator further prays that on the final hearing of this cause the said Lawrence Ashton may be decreed Specifically to perform said agreement with your Orator or if it appear that he is unable so to do. that said Arthur Watts may be decreed in such manner as may be agreeable to equity and good conscience to convey the same to your Orator on receiving the ballance of the consideration due from said Ashton for said Land from said Ashton or this complainant and your Orator further pray that should your orator have to pay said Watts the ballance due him on said Land that said Ashton be decreed to repay to your Orator so much of his purchase money aforesaid with interest, and such damages as your Orator will then and in that case sustain by the premises and that your Orator may have other and further relief in the premises as equity and good conscience may require. W. B. Lawrence Sol for Compl't. And thereupon the following Subpoena as issued out of the Clerks office aforesaid, to wit; State of Ohio Union County, ss. To the Sheriff of Pike County Greeting? We command you to Summons Lawrence Ashton & Arthur Watt to appear before our Court of Common Pleas of the County of Union at the Court House in Marysville on the first day of their next term of said Court to answer a petition in Chancery, exhibited against them by Joseph Murphy and this they shall in no wise omit under the penalty of One hundred dollars & Have then there this writ. Witness Joseph R Swan President Judge of our said Court at the Court House in Marysville the 16th day of Dany 1837. Silas G. Strong Clerk. Seal. And afterwards to wit; on the 1st day of March A.D. 1837. the Sheriff of said County of Pike, returned the said writ of subpoena endorsed as follows, to wit; Summoned Arthur Watts by giving him a true Copy of this writ. Also at the same time handed him a Copy of the Bill, as to Lawrence Ashton not found in the County January 23d 1837 Charles Martin Sheriff of Pike County. The State of Ohio Union County, ss. To the Sheriff of Champaign. Greeting. We Commande you to summons Lawrence Ashton and Arthur Watt to appear before our Court of Common Pleas of the County of Union at the Court House in Marysville on the first day of the next Term of said Court to answer a petition in Chancery exhibited against them by Joseph Murphy, and this they shall in no wise Omit of One Thousand Dollars & Have then there this writ. Seal. Witness Joseph R. Swan, President Judge of our said Court at the Court house in Marysville this 16th day of Dany 1837. Silas G Strong Clerk. And afterwards to wit, on the 27th day of January A.D. 1837 the Sheriff of said County of Champaign, returned the said writ of Subpoena endorsed as follows to wit; Served by Copy January 23d 1837 on Law. Ashton. D. Vansmeter Sheriff. And afterwards, to wit, on the 2nd day of March A. D. 1837. the said Arthur Watt filed in the office of the Clerk aforesaid, an answer to the said bill ~~of the~~ in the words and figures following, to wit; The Seperate Answer of Arthur Watts, defendant, to the Bill of Joseph Murphy, Complainant filed in Union County Com Pleas against himself and Lawrence Ashton. This Defendant, saving and reserving to himself now and at all times hereafter, all manner of advantage and benefit of Exception, that may be had and taken to the Complainants said Bill of complaint, for a full and perfect answer thereunto, or such part thereof as it materially concerns the Defendant to

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make answer unto, he answereth and says, That on or about the twenty fifth day of March. One thousand Eight hundred and thirty four, he being seized in fee simple of the following tract or parcel of land viz – Two hundred and thirty Three and third (more or lyp) acres of land, (part of Survey No 6107) lying and being in the County of Union, and bounded as follows Beginning at a beech and two sugar trees, North corner to the original survey in the line of John Nicholas Survey No 5809, thence with said line S, 18° E. 320 poles to two hickories and an ash East corner to the Original Survey – Thence N. 85° W. to the East corner of 400 acres part of said Survey No 6107, conveyed to the State of Ohio — Thence N. 18° W to the North Easterly corner of the said 400 acres. – Thence N 72° E to the Beginning which said Survey No 6107 of 633⅓ acres was granted unto the Heirs and Repre=sentatives of Devin Doynes deceased, by Patent bearing date January 2d 1818 That on the said 26th day of March 1834, he sold to one Lawrence Ashton of the State of Virginia the said, Two hundred and Thirty three & one third acres of, land, more or lyp, for the sum of Three hundred and fifty Dollars in payments as follows, One hundred and fifteen Dollars & 66⅔ cents on the first day of October 1834, with interest from date, — the same sum of $116 66⅔/100 on the 26th day of March 1835. & a like sum $116 66⅔/100 on the 26th day of March 1836. – Said Ashton binding himself by an article of Agreement of that date (26th March 1834) to pay said sums of Money as they respectively became due, and to pay the taxes on said lands that might thereafter accrue –: And that upon being fully paid for said land, this defendant bound himself his heirs &c to convey the same to the said Lawrence Ashton or unto his heirs, by a good and sufficient General Warranty Deed. This sale is evidenced by duplicate Agreements in writing one of which is now in the posession of this defendant and the other was delivered on the day of sale to the said Ashton – This Defendant further answering says, that said Ashton has not paid but about Ninety Dollars and for which payment he has a receipt & on account of sold lands, and agreement. – and that the residue of the purchase money is yet due to this defendant and unpaid — This defendant further answering says, That he knows nothing of the alledged contract for the sale and conveyance of a part of said land, by said Ashton to the Complain=ant Joseph Murphy — nor of the money which Complainant alleages he has paid said Ashton; – but having entered into the contract aforesaid with said Ashton in good faith, he was on the day specified for the last payment of the purchase money by Ashton to him, always has been since, and now is ready and willing to convey said land to the said Ashton or to his Heirs, as he contracted to do, – upon his paying this defendant the full amount of the purchase money and interest as specified in said Article of Agreement – And having answered the said Bill as fully as he is advised it is material for him to answer the same, he prays to be dis=missed with his reasonable costs and charges – in this behalf most wrong fully sustained. Arthur Watts. — The State of Ohio Ss Logan County ss. I, Arthur Watts, being duly sworn, depose and say, that all the several matters and things which are stated in the foregoing answer as from the inform=ation 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 – Arthur Watts. Sworn to & subscribed before me this 26th day of January A D 1837 — Wm Creighton Junr J. P. Ins. Peace And afterwards, to wit, at the June Term of said Court A.D. 1837. It is ordered that a writ of attachment issue against the defendant Lawrence Ashton for not

answering to Plaintiffs bill - and thereupon this cause is continued
And afterwards, to wit; at the October Term A.D. 1837 this cause was
continued under the former order. And afterwards, to wit; [illegible]
[illegible] this cause was continued. And afterwards, to wit;
at the [illegible] Term A.D. 1838 this cause was continued on the 14th day of
May A.D. 1838 this day came the parties by their Counsel and by consent
of parties it is ordered Adjudged and decreed that the Complainant and
their Counsel Return or one of them shall prepay into the Clerk of this
Court for said Arthur Watts, that being the balance of the purchase money
done being with interest to this day for said lands within sixty days from
this date, the sum of three hundred and fifty dollars and forty cents
with interest from this day and also Costs of said Arthur Watts to be taxed
by the Clerk of this Court, And if said Ashton & Murphy shall make default
then the Bill of Complaint of the Complainant shall on to said [illegible] stand
absolutely dismissed with full Costs to be taxed, And if said sum of
money aforesaid with interest & Costs shall be paid by the term aforesaid
by said Ashton and Murphy or one of them then the said Watts, before
he shall receive said money from the Clerk, shall make and deposit with
the said Clerk a good & sufficient deed to said Ashton for the lands in
the pleadings specified and particularized by said parties and the
cause is Continued, And afterwards, to wit; At the October Term of said
Court, to wit, [illegible] on the 2d day of October A.D. 1838 this day came the
Complainant by his Counsel and the Defendant, on the 20th day of
April A.D. 1838 the said Lawrence Ashton filed in the office of the Clerk
of said Court his answer to said Bill in the words and figures following
to wit; The Separate Answer of Lawrence Ashton one of the defendants to
the Bill of Complaint of Joseph Murphy Complainant this defendant
saving and reserving &c for answer to said Bill of Complaint or to
so much & such parts thereof as he is advised is material or necessary
for him to make answer unto he answereth and saith that he admits
that he did sell the land described in the Complainants Bill upon the Terms
therein mentioned. He also admits that the Complainant has made to him the
payments for said Land as stated in his Bill. This Defendant further answer
=ing says that before he sold said land to the Complainant he had purchased
the same from his Co defendant Arthur Watts who then had & yet has the fee
simple for said land. This Defendant in further answering says that he
has paid to said Watts a part of the purchase money of said land & a part
yet remains to be paid, but owing to various disappointments & Losses this
Defendant has yet been unable to complete said payments, That from his
present arrangements of his business he hopes & believes he will be able in
a short time to pay to said Arthur Watts the residue of the purchase money due
on said land & receive from said Arthur Watts a Deed in fee simple for the same
when he will forthwith convey the same to the Complainant according to his afore
said agreement this Defendant in further Answering says that the Complainant
has been in peaceable & Quiet possession of said land ever since his aforesaid purchase
from this Defendant & that he has no doubt he will be permitted to remain peacably
in such possession until this Defendant acquires the Fee simple to said land
& Conveys the same to the Complainant. This Defendant in further answering
says that the whole business in regard to the sale & purchase of said land has
been done by him in good faith & he hopes & believes he will be able in a
short time to fulfill his part of said Contract & this Defendant denies

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all manner of fraud & Combination with with he is charged & pray to be hence dismissed with his reasonable costs in this behalf wrongfully sustained &c Corwin & Cole Sols for Defts. The State of Ohio Union County ss. Personally appeared before me the Subscriber a justice of the peace for said County the above named Defendant Lawrence Ashton & made oath that the facts contained in the foregoing answer in Chancery so far as they founded on his own knowledge are true and so far as they are stated on the information of others he believes them to be true Ira Wood J.P. And afterwards, to wit; at the April Term of said Court A.D. 1838 This Cause was continued And afterwards, to wit; at the July Term of said Court A.D. 1838 to wit on the 14th day of July A.D. 1838 This day came the parties by their Counsel and by consent of parties it is ordered adjudged and decreed that the Complainant and said Lawrence Ashton or one of them shall pay unto the Clerk of this court for said Arthur Watts, that being the ballance of the purchase money due him with interest to this day for said lands within sixty days from this date, the sum of Three hundred and fifty dollars and forty four cents with interest from this day And also costs of said Arthur Watts to be taxed by the Clerk of this Court. And if said Ashton & Murphy make default then the Bill of Complaint of the Complainant shall as to said Watts stand absolutely dismissed with full costs to be taxed, And if said sum of money aforesaid with interest & costs shall be paid by the term aforesaid by said Ashton and Murphy or one of them then the said Watts before he shall receive said Money from the Clerk, shall make and deposite with the said Clerk a good and sufficient deed to said Ashton for the lands in the pleadings specified and particularized by Watts and this Cause is Continued, And afterwards, to wit; at the October term of said Court A.D. 1838 to wit on the 26th day of October A.D. 1838. This day came the Complainant by his Counsel and the defendant Arthur Watts by his Counsel and the Court being fully advised of the premises, do order, adjudge and decree, that the Complainants bill as to the said defendant Arthur Watts be dismissed and that the said complainant pay the said Arthur Watts, full costs in thirty days, and in default thereof, that Execution issue therefor against the complainant as on a judgment at law, and the said bill of complaint as to said Lawrence Ashton be continued &c And afterwards, to wit; at the April Term of said County A.D. 1839. This cause was continued And afterwards, to wit; at the July Term of said court A.D. 1839. This cause was continued And afterwards, to wit; at the October Term of said court A.D. 1839 This cause was continued, And afterwards, to wit; And afterwards to wit at the May Term of said court A.D. 1840 This cause was continued And afterwards, to wit; at the July Term of said court A.D. 1840 This cause was continued And afterwards, to wit; at the October Term of said court A.D. 1840. This cause was continued. And afterwards, to wit; at the April Term of said court A.D. 1841 this cause was continued. And afterwards to wit at the November Term of said court A.D. 1841 This cause was continued. And afterwards, to wit; at the April Term of said court A.D. 1842 This cause was continued. And afterwards, to wit; at the August Term of said court A.D. 1842 this cause was continued under former order. And afterwards, to wit; at the November Term of said court A.D. 1842 This cause was continued And afterwards to wit at the April Term of said court A.D. 1843 This Cause was continued, And afterwards, to wit; at the July Term of said Court A.D. 1843 This cause was continued. And afterwards, to wit; at

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The October Term of said court A.D. 1843 This Cause was continued And afterwards, to wit; at the April Term of said court A.D. 1844 This Cause was continued. And afterwards, to wit; at the October Term of said court A.D. 1844. This Cause was continued. And afterwards, to wit; at the May Term of said court, A.D. 1845 This cause was continued And afterwards, to wit; at the August term of said Court A.D. 1845 This Cause was continued. And afterwards to wit; at the October Term of said Court A.D. 1845. This Cause was continued. And afterwards to wit; at the April Term of said Court this Cause was continued And afterwards, to wit; at the July Term of said Court, A.D. 1846 to wit; on the 20th Day of July A.D. 1846. This cause is submitted to the Court on the Bill Answer of Defendant, Ashton. The Bill heretofore having been dismissed by this Court as to Arthur Watts an other Defendant the Replication and Exhibits and testimony and was argued by Counsel, Whereupon and in consideration whereof this Court do find the Equity of the case is with the Complainant that the title to the lands specified and described by the Bill of Complaint=ant was not in the said Ashton at the time of the Sale as charged in the Bill and admitted in the answer nor since, that the same was and is in one Arthur Watts as heretofore decreed in this case, That the same was sold to Complainant by said Ashton as charged in the Bill and admitted in the Answer, That the payments were made as charged and admitted in the Answer of said Lawrence Ashton, Whereupon the Court do order adjudge and decree that the said Lawrence Ashton pay to the said Joseph Murphy within sixty days from the rising of this Court the sum of one hundred and ninety eight dollars the purchase money as paid by the Complainant to Defendant in this case And the sum of one hundred & thirty three dollars and fifteen cents. The legal interest thereon since its payment as admitted and also that the said Lawrence Ashton in like time pay to the said Complainant the further sum of four hundred dollars and cents the Amount found due for Valuable improvements work and labor made done and performed upon the premises after the Sale and before the Commencement of this Suit and which in Consequence of the Defendant being wholly unable to convey is lost to Complainant in the like time of sixty days and it is further adjudged that the said Article and Bond be and the same is hereby Cancelled and that the Defendant pay the costs of this Case in the like time of sixty days from the rising of this Court, and in default of the full and final payment as herein before decreed that Execution issue therefor as upon Judgments at law

Final Decree

$3.75.

Attest John Cogsil Clerk

Elizabeth Huff
vs
Anthony Huff

Pleas before his Honor James R. Gorbert Esq. President James R. Smith, Christian Myers and Levi Phelps his Associates, Judges, at a court of common Pleas begun and held at the Town of Marysville within and for the County of Union and State of Ohio on the 28th day

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July in the year of our Lord one thousand Eight hundred and forty Six
Be it remembered that heretofore to wit on the 16th day of May A.D.
1846 Elizabeth Huff by Wm C Lawrence filed her petition in Chan
cery in the office of the Clerk of said court of Common Pleas in the
words and figures following, to wit; To the Honorable the Judges of the Court
of Common Pleas when in Session for the County of Union. Humbly
Complaining Sheweth unto your Honors your petitioner Elizabeth Huff
a resident of said County of Union now and for ten years last past
That on the 26th day of March 1833 in the County of Randolph and
State of Virginia she was legally married to one Anthony Huff that
she thence became his wife and as such lived and cohabited with the
said Anthony until the 3rd day of November 1842 in all labour faithfull
=ness and love. That in the fall of 1844 we removed to this State and County
and still remained until the said 3rd day of November 1842 That then the
said Anthony left home abandoned your petitioner That he has remained
Absent continually and uninterruptedly ever since and has wholly
neglected to discharge any and all of the duties of a husband to your Pe
=titioner for more than three years last past to wit from the 3rd of
Nov aforesaid, That he left wilfully and without Cause, That during
Coverture we had five Children, To wit; Sarah aged 12 years 14 March
1846 Rachel " 10 " 14 " 1846 Samuel M aged 8 years 12 December
1845 Rebecca Ann 6 years 5 February 1846 and Minerva Jane
4 20th March 1846 All of whom your petitioner has maintained
and kept since he left, And she further represents that by hard
labor and great care parcimony acquired a Considerable property
Your Petitioner therefor prays that the said Anthony Huff
may be made Deft and that on final hearing the said Marriage
Contract may be dissolved and your petitioner divorced and
that alimony and the guardianship of the Children and that
your petitioner may have other and further relief as may
be right and meet and as in duty bound &c Elizabeth Huff
By Wm C Lawrence her Sol. And afterwards, to wit; at the July Term
of said Court A.D. 1846 to wit; on the 30th day of July A.D. 1846
This cause came on to be heard upon the Bill of Petitioner and proof
of Publication and witnesses sworn and examined in open Court and
in Consideration whereof the Court do find that the Absence of the said
Anthony is true as charged in the Petition of Petitioner and do therefore order
adjudge, and decree, that the Marriage contract heretofore exist
=ing between the said Anthony Huff and Elizabeth Huff be and the
same is hereby dissolved and both parties each to the other be wholly
released from all Corelative obligation arising therefrom and
it is further ordered adjudged and decreed, that the said An
=thony Huff pay the sum of Six hundred dollars alimony to the
said Elizabeth Huff, to be paid in manner and at the times
following, to wit: One hundred dollars in thirty days from the rising
of this Court, and one hundred dollars in One year thereafter and
each and every year for five years thereafter until the said
sum of Six hundred Dollars be paid in full And in Default of
the payment of any instalment as is ordered Execution
to issue as in Cases at law and it is further ordered that the

that the Custody of the Children be given to their mother until they severally arrive at the legal age for the Choosing Guardians and that the Defendant pay the costs of this case.

Attest John Caffee, Clerk.

William B Irwin & Cyprian Lee
vs
The Board of Commissioners of Union County

Pleas before his Honor James L Torbert Esqr President and James H. Smith, Christian Myers and Levi Shelps 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 28th day of July in the year of our Lord one thousand Eight hundred and forty six. Be it remembered that heretofore, to wit; on the 27th day of July A.D. 1846, The Clerk of the Supreme Court of said State of Ohio for the County aforesaid filed in the Office of the Clerk of the Court of Common Pleas of said County, a certain Transcript of a Judgment in said Court of Common Pleas. an assignment of Error. ~~and~~ Bond and writ of Procedendo,—which said Transcript reads in the words and figures following, to wit: William B. Irwin & Cyprian Lee, vs The Board of Commissioners of Union County, Pleas before Hon. Joseph R Swan Esqr. President; Silas G. Strong, James H Smith and Christian Myers 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 Eighth day of October in the year of our Lord one thousand Eight hundred and forty five. Be it remembered, that heretofore, to wit; on the 18th day of August A.D. 1845, The Parties by their Attorneys, filed herein an agreed Statement of Facts in this case, which said agreed Statement reads in the words and figures following, to wit, Cyprian Lee and Wm. B. Irwin vs The Board of Commissioners of Union County in Union Com. Pleas Aug: Term A.D. 1845. In assumpsit. The Parties herein come amicably, waiving process &c and submit this case to the Court for decision upon the following agreed Statement of facts, viz; on the 16th day of March 1838 G Wringet and James H. Gill his security Executed to the Treasurer of Union County their note of Hand, jointly and severally promising to pay, Two years after date, for the use of said County One hundred and Fifty five dollars with interest payable Annually, said Wringet died intestate, leaving said Note unpaid, on the first day of November 1839, Cyprian Lee & Wm B Irwin the Plaintiffs in this case, were regularly appointed by this Court Administrators of the Estate of said Wringet, on the 5th day of December 1839, said administrators sold at public sale the personal property of said Estate including the Old Court House building Standing upon a lot belonging to said County, it being the same building for the absolute property in which together with a lease for years of the lot on which it stood said note of said Wringet and Gill was originally given to said Treasurer At said Sale said building and lease were sold to Robert McBratney and Stephen McClain who, to secure the purchase money therefor Executed to said Administrators their two several note of Hand, one for Eighty

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eight dollars payable December 5. 1840. & the other for Eighty Eight dollars and fifty cents payable June 5. 1841. On the 14th day of December 1839. said administrators believing said Estate to be solvent gave to said Commissioners the said Notes of said McBratney and McClain together with the individual due bill of said administrators for Six dollars and Ninety Six cents in all One hundred and Eighty three dollars and Forty Six cents that being the then amount of said Notes given by said Wringet and Gill as aforesaid including interest, and said Commissioners received said notes of said McBratney & McClain together with said due bill of said administrators as payment of said note given as aforesaid by said Wringet and Gill For said payment said administrators took the receipt of said Commissioners said administrators at the same time lifted said note given as aforesaid by said Wringet and Gill out of the hands of said Commissioners & have preserved and still preserve the same. Between three & four years ago said administrators ascertained that said estate would be insolvent and they there upon requested and have since frequently requested said Commissioners to repay the amount thereof, excepting so much thereof as the said Commissioners might be entitled to retain as a pro rata payment upon the said estate & but said Commissioners xx xx xxxx declined at all times Compliance with said request, and still decline compliance therewith unless the Court shall be of opinion that the law of the case, is with the said Plaintiffs. In computing the dividend to be paid to the Creditors of said Estate said administrators have included in the amount of their liability to said Creditors the whole of said payment to said Commissioners, All of the foregoing facts were known at the times, of the happening thereof and ever since to the said James H. Gill, This suit is brought to recover back, the amount, of said payment made to said Commissioners as aforesaid excepting so much thereof as they may be entitled to retain as a pro rata payment, upon said claim of said County against said Estate, Otway Curry atty for Plffs. P.B. Locke atty for Defts, And afterwards, to wit, on the 10th day of September A.D. 1845. came the Plaintiffs by their atty and filed herein their Narration which said Narration reads in the words and figures following, to wit; State of Ohio Union County, ss. In Union Comr Pleas August Term A.D. 1845. Cyprian Lee and Wm B Irwin Complain of the Board of Commissioners of Union County, in a plea of Assumpsit for that whereas Wringet and James H. Gill his security on the 16th day of March, 1838. at the County aforesaid, executed to the Treasurer of said County their note of hand, jointly and severally, promising to pay Two years after date for the use of said County One hundred and fifty five dollars, with interest payable Annually, and said Wringet died intestate leaving said Note unpaid and the said Plaintiffs Cyprian Lee and Wm B. Irwin afterwards on the first day of November, 1839. at the County aforesaid were regularly appointed by this Court Administrators of said Wringet and the said Plaintiff as administrators aforesaid afterwards on the 14th day of December, 1839. at the County aforesaid believing said estate to be solvent gave to said Commissioners in this case two several notes of Hand, executed by Robert McBratney and Stephen McClain one for Eighty Eight dollars, and the other for Eighty Eight dollars and Fifty Cents together with the individual due bill of said Plaintiffs for Six dollars and Ninety Six cents being in all One hundred and Eighty three dollars and Forty Six cents, as payment of said Note, given by said

Wringet and Gill as aforesaid including interest, and said Defendants then and there received said Notes of said McBratney and McClain togeth
er with said due bill of said Plaintiffs as payment of said Note given as aforesaid by said Wringet and Gill, and afterwards, to wit; on the 3rd day of September A.D. 1841 at the County aforesaid said Plaintiff ascertained that said estate would be insolvent and they thereupon, then and there requested said defendants to repay the Amount paid as aforesaid by said Plaintiffs to said Defendants, and afterwards on the day & year last afore said at the County aforesaid the said Defendants in Consideration of the premises promised to pay to the said Plaintiffs the amount of the afore said payments, of One Hundred and Eighty three dollars and Forty six cents yet the said Defendants have disregarded their promises and have not paid said Sum of Money, or any part thereof, and whereas also the said defendants on the 3rd day of September 1841, at the County aforesaid were indebted to the Plaintiffs in three hundred dollars for the price and value of Goods then and there sold, and delivered by the Plaintiffs to the Defendants at their request and in three hundred dollars for the use of the Plaintiffs. And in three hundred dollars found to be due from the Defendants to the Plaintiffs on an account ~~Stated~~ then and there Stated between, and the Defendant afterwards on the day and year last aforesaid in consideration of the premises respectively promised the said Plaintiffs to pay them the said last mentioned sums of money on request yet the defendants have disregarded their promises and hath not nor hath either of them paid any of the last mentioned moneys or any part thereof to the damage of the Plaintiffs three hundred dollars, and thereupon they bring Suit &c by Stuart Curry their Atty, — And afterwards to wit on the 26th day of October A.D. 1845 the Defendants by Cole their Atty, filed herein their Plea which said Plea reads in the words and figures following, to wit; "Commissioners of Union County ads Cyprian Lee and William B Irwin Assumpsit, And the said Defendants Comes and defends &c and say that they did not assume and promise in manner and form as the said Plaintiffs hath declared against them and of this they put themselves upon the Country and the said Plaintiffs doth the like, by P B Cole Atty for Defts, And afterwards, to wit; now on this day, to wit; the 29th day of October A.D. 1845 Came the parties by their Attorneys 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 Board of Commissioners did not assume and promise in manner and form as the said William B. Irwin and Cyprian Lee hath complained against them. Therefore it is considered by the Court that said Defendants go hence without day, and recover of the said Wm B. Irwin and Cyprian Lee, their costs in this behalf expended taxed to dollars cents. Attest John Caffil, Clk.

said Assignment of Error reads in the words and figures following, to wit
William B. Irwin and Cyprian Lee vs The Board of Commissioners of Union County, In Error, — And the said William B. Irwin and Cyprian Lee now come and say that in the record and proceedings aforesaid there is error in this, to wit; That the said Judgment was given in favor of the said Board of Commissioners of Union County when by the laws

of the land it ought to have been given in favor of the said William B. Irwin and Cyprian Lee pray that a citation and Supersedeas may issue, and that the said judgment may be reversed, and that they ~~xxx xxxxxxx~~ may be restored to all things which they have lost by reason thereof By Otway Curry their Attorneys. Said Bond reads in the words and figures following, to wit; Know all men by these presents, That we William B Irwin and Cyprian Lee, and Rodney Pickett are held and firmly bound unto the board of commissioners of Union County, in the penal sum of One Hundred Dollars, to the payment of which well and truly to be made we do hereby bind ourselves our heirs, executors and administrators Sealed with our Seals and dated This 8th day of May A. D. 1846. The condition of this obligation is such that whereas the said William B. Irwin and Cyprian Lee have obtained the allowance of a writ of error upon a certain judgment rendered in the Court of Common Pleas within and for said County of Union, at the October Term thereof A.D 1845, in favor of the said Board of Commissioners and against the said William B. Irwin and Cyprian Lee for the costs of suit taxed at Two dollars & Ninety one and a half cents, Now if the said William B. Irwin and Cyprian Lee shall pay said costs and costs that may accrue, in case the said judgment of the said Court of Common Pleas shall be affirmed by the Supreme Court then this obligation shall be void otherwise it shall remain in full force, Cyprian Lee (Seal) Rodney Pickett (Seal) Approved May 9th 1846 John Leasil Clerk. Said Mandate and Procedendo reads in the words and figures following, to wit; The State of Ohio Union County, ss. To the Judges of the Court of common Pleas within & for said County Greeting— Whereas, in a certain action of assumpsit, lately before you wherein Cyprian Lee & Wm B. Irwin were Plaintiffs and the Board of Commissioners of Union County Defendants a verdict was rendered by you in favor of the said Board of Commissioners, whereby the said Lee & Irwin became Nonsuit & Judgment rendered against the said Lee & Irwin for costs— a Transcript of which Judgment ~~xxxxxxxx xxxxxxx xx xxxx~~ and of the record in said action was brought into the Supreme Court within and for said County of Union by our writ of Error. And whereas at the June Term of the said Supreme Court A.D 1846 on Consideration of said Transcript, it was ordered and adjudged by said Supreme Court that the said Judgment be reversed, with costs.— and that a writ of Procedendo be sent to the said Court of Common Pleas to proceed without delay to final Judgment between the Parties according to law.— You are therefore, hereby Commanded that without delay you cause execution to be had of the said Judgment of the Supreme Court according to law, The said writ of Error to the Contrary notwithstanding.— Witness John Leasil Clerk of said Court at the Court House in Marysville this 27th day of July A.D. 1846. (Seal) John Leasil Clerk.= And afterwards, to wit; at the July Term of said Court A.D 1846, to wit; on the 30th day of July A.D 1846. This day 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 Board of Commiss =ioners of Union County did assume and promise in manner and form as the said William B. Irwin and Cyprian Lee hath Complained

against them and they assess the damages of the said William B Irwin and Cyprian Lee by reason thereof to one hundred and Sixty Eight dollars and forty nine cents: therefore it is considered that the said William B. Irwin and Cyprian Lee recover of the said Board of Commissioners of Union County the said sum of One hundred and Sixty Eight dollars and forty nine cents their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at Eight dollars and Thirty nine cents

Attest John Coffil Clerk

Adam Richey, Guardian of John Harrison, Margaret Harrison and Aaron Harrison, Minor Heirs of Moses Harrison deceased

vs

Nathan Soule and Polly Soule.

Pleas before his Honor James L. Torbert Esqr President, and James R. Smith Christian Myers and Levi Phelps, 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 28th day of July in the year of our Lord one thousand eight hundred and forty six. Be it remembered that heretofore to wit: on the 25th day of October A.D. 1846, Adam Richey Guardian of John Harrison, Margaret Harrison and Aaron Harrison minor heirs of Moses Harrison deceased, by Allison and Curry his attornies filed in the Clerks office of said Court his petition 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 Adam Richey of Union County, Ohio, Guardian of John Harrison, Margaret Harrison and Aaron Harrison, Minor Heirs of Moses Harrison, late of said County deceased, represents that the said John, Margaret and Aaron have a right to and are each seized in fee simple of one undivided third part of the following real estate, Situate in the County of Union and State of Ohio, and bounded and described as follows; being part of Entry No. 2365 in the Virginia Military District: Beginning at two small Beeches and an Elm the South West Corner of John Phillips Survey; Thence South ten degrees East 156 poles and eight links to a red elm and Stake; Thence North Eighty three degrees east 102 poles and eight and one third links to a Stake, Sugar and beech; Thence North ten degrees West 156 poles and eight links to a Stone; Thence South Eighty three degrees west, 102 poles and eight and one third links to the beginning:- Containing One Hundred acres more or less;- And your petitioner further represents that Polly Soule of said County of Union, late the widow of said Moses Harrison deceased, but now intermarried with Nathan Soule of said County, as such widow became entitled, and now is entitled to dower in the same premises, Your Petitioner therefore prays, that partition of said lands may be made, and the dower of the said Polly Soule assigned therein 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 Allison & Curry Solicitors for Petitioners, And afterwards, to wit, on the 29th day of October A.D. 1845

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The said Nathan Soule and Polly Soule filed herein their joint answer in the words and figures following, to wit; In the Court of Common Pleas of Union County, Ohio. The joint Answer of Nathan Soule and Polly Soule to the petition for partition, of Adam Richey Guardian of the minor Heirs of Moses Harrison deceased. She said Nathan Soule and Polly Soule now come, and for answer to the said petition of the said Adam Richey Guardian as aforesaid, say that they are willing, and do freely Consent that partition may be made of the said premises in said petition mentioned, and dower assigned therein, in manner as is prayed for in said petition; and that the same may be done at the October Term 1845. of said Court, or at any time thereafter, Nathan Soule Polly x Soule, And afterwards, to wit; on the day and year last herein aforesaid, to wit; on the 29th day of October. A.D. 1845. This cause came on to be heard upon the Petition and answer of Nathan Soule and Polly Soule &c. and was argued by Counsel On consideration whereof it is ordered that by the oaths of John McCampbell John Hutchinson and James. A. Curry one equal third part of the lands described in said Petition described be assigned and set off to the said Polly Soule, as her dower Estate and that by the like Oaths of the same John McCamp=bell John Hutchinson and James A. Curry Partition be made of said lands subject to said Dower Estate in the following proportions to wit. to the said John Harrison one Equal third part to the said Margaret Harrison one equal third part and to the said Aaron Harrison one equal third part, and 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 said Partition to be made accordingly, And afterwards, to wit; on the 10th day of November A.D. 1845. an order was issued to the Sheriff of said County of Union by the Clerk of said court, in the words and figures following, to wit; Adam Richey Guardian of Heirs of Moses Harrison dec'd vs Nathan Soule and Polly Soule. This cause came on to be heard upon the Petition and answer of Nathan Soule and Polly Soule &c, and was argued by counsel, on consideration whereof it is ordered that by the oaths of John McCampbell, John Hutchinson & James A. Curry one Equal third part of the lands in said Petition described be assigned and set off to the said Polly Soule as her Dower Estate and that by the like oaths of the same John McCampbell, John Hutchinson and James A. Curry Partition be made of said lands subject to said Dower Estate in the following Proportions to wit: to the said John Harrison one Equal third part to the said Margaret Harrison one equal third part and to the said Aaron Harrison one equal third part, And 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 said Parti=tion to be made accordingly. The foregoing Entry is a true Copy of from the Journals of the Court of Common Pleas made on the 29th day of October A.D. 1846. Seal Witness John Cassil Clerk of said Court at the Court House this 10th day of November A.D. 1845 John Cassil, Clerk, And afterwards, to wit; on the 14th day of April A.D. 1846. said Sheriff returned said order endorsed. I have

Executed the command of the within writ by the oaths of John McCampbell John Hutchison & James A Curry whose report is herewith filed as a part of this return April 14. 1846 Wm M Robinson Sheff. Said report reads in the words and figures following, to wit;

In pursuance to an order of the Court of Com Pleas of Union County held in Marysville on the 29th day of October, 1845 We have proceeded to view the lands described in said Order and have assigned and set off to the said Polly Soule the following described lot it being the one third of said Land Containing thirty three and one third Acres beg. at a Stone in the line of said Survey thirty four and 9/10 poles from the S. W. Corner of said Survey thence N. 83° E 102 poles to 2 beeches thence N. 10. W 52 3/10 poles to a Stone thence S. 83° W 102 poles to a Stone in the run thence S 10° E 52 3/10 poles to the beginning. This 17th day of Nov. A. D. 1845. John McCampbell, John Hutchinson, James A. Curry. Commissioners And afterwards, to wit; at the April Term of said Court, to wit; on the 16th day of April A. D. 1846. In this Case the proceedings had in Partition is set aside and cause continued under former order, And afterwards, to wit; on the 19th day of May A.D. 1846 A writ of partition was issued to the Sheriff of said County, by the Clerk of said Court in the words and figures following, to wit; State of Ohio, Union County, ss. To the Sheriff of Union County, Greeting We command you that without delay by the Oaths of John McCampbell John Hutchinson & James A. Curry you cause, Dolly Soule, late widow of Moses Harrison, deceased to be endowed of one third part, of the following real estate, to wit; Part of Entry No 2365. in the U. S. District beginning at 2 small beeches & an Elm, The South West Corner of John Phillips Survey thence S 10° E. 156 poles & 8 links to a red Elm & Stake, thence N 83° E. 102 poles, & 8½ links to a Stake, Sugar & beech thence N. 10° W. 156 poles & 8 links to a Stone thence 83 W. 102 poles & 8/5 links to the beginning. And also, by the like oaths of said McCampbell, Hutch=inson, & Curry, you cause Partition to be made of the same lands subject to said Dower estate as follows, to wit; To John Harrison one equal third part. To Margaret Harrison one equal third part & To Aaron Harrison, One equal third part, And that your proceedings, in the premises you distinctly certify under your hand to our Court of Common Pleas, of the County of Union on the first day of next Term together with this writ (Seal) Witness John Cahill Clerk, of said Court at the Court House aforesaid This 19th day of May A.D. 1846 John Cahill Clerk. Adam Richey, Guard vs Nathan Soule & Polly Soule. April 16th 1846 In Partition, In this case the proceedings had in Partition In this case the proceedings had in Partition is set aside and cause continued under former order. (Seal) The above

entry is truly copied from the Court of Common Pleas Journal April Term A.D. 1846 John Cupil, Clerk. And afterwards, to wit; on the 29th day of July A.D. 1846 said Sheriff returned said writ endor=sed, I have Executed this writ by the oaths of the within named Com=missioners whose report is herewith returned July 29, 1846. Wm M Robinson Sheriff. Said Report reads in the words and figures follow=ing, to wit; In pursuance to an order issued by the Court of Common Pleas of Union County and State of Ohio April 16th 1846. We have proceeded to view the premi=ses of the said Moses Harrison Dec'd and made partition thereof in the following manner to wit; Beginning at a Stone in the town in the line of the Survey 69 4/10 poles from the Corner of the Survey to wit two Small Beaches & Elm thence N 83 E 102 poles to a Stone in the Survey line thence S 10 E 52 poles to two Beaches thence S 83 W 102 poles to a Stone in the road thence with the road N 10 W 52 poles to the beginning Containing 33⅓ acres this being the Dower of the said Polley Soule. Lot No 1 as above marked bounded as follows Beginning at the above mentioned Survey Corner to wit two Small Beaches & Elm thence S 10 E 34 7/10 poles to a Stone in the road thence N 83 E 102 poles to a Stone in Survey line thence N 10 W 34 7/10 poles to a Stone in Corner to said survey. thence S 83 W 102 poles to the beginning Containing 22 acres and 35 poles this lot we set off to the said John Harrison

Lot No 2 bounded as follows beginning at a Stone in the road corner to Lot No 1. thence S 10 E. 34 7/10 poles to a Stone in the run corner to the said Polly Soule's lot thence with her line. N 83 E 102 poles to a Stone in survey line thence N 10 W 34 7/10 poles to a stone corner to Lot No 1. thence with the line of said lot S 83 W 102 poles to the beginning containing 22 acres & 35 poles this lot we set off to the said Margaret Harrison. Lot No 3 bounded as follows beginning at a Stone in the road S. W. corner to the said Polly Soule's lot thence with the road S 10. E. 34 7/10 poles to a red Elm & Stake corner of said Survey thence N 83. E 102 poles to a Stake Sugar & beach corner to said Survey thence N 10. W. 34 7/10 poles to two beaches corner to said Polly Soules lot thence with her line S 83 W. 102 poles to beginning containing 22 acres & 35 poles this lot we set off to the said Aaron Harrison. Given under hands & seals this 23rd day of July 1846 John McCampbell (Seal) John Hutchisson (Seal) —— (Seal) And afterwards, to wit; at the July Term of said Court, to wit; on the 30th day of July A.D. 1846. On Motion to the Court by Mr Allison & Curry 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 the 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 Messrs Allison & Curry be paid the sum of Ten dollars Counsel fees. which together with the Costs herein taxed at dollars Cents. be paid within ten days the two thirds by Adam Richey Guardian out of the property belonging to said wards and

and the One third by the said Nathan Soule and Polly Soule and in default thereof that Execution ijsue therefor as on Judgments at Law

Attest John Cahil Clerk

Alexander Burnside
Administrator of the Estate
of Marquis L. Osborn, deceased
vs
Addison Osborn, Margaret
Osborn, Elizabeth Osborn
Octavia Osborn and
Josiah Osborn, Heirs
of Marquis L Osborn, dec'd

Pleas before his Honor James L. Torbert Esq. President and James R. Smith, Christian Myers and Levi Phelps 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 28th day of July in the year of Our Lord one Thousand Eight Hundred and forty six Be it remembered that Heretofore, to wit, on the 26th day of June A.D. 1846. Alexander Burnside administrator of the Estate of Marquis L. Osborn deceased by Allison & Curry his Solicitors filed his Petition in Chancery in the Clerks office of said court which said Petition reads in the words and figures following, to wit; To the court of Common Pleas in and for the County of Union. Your Petitioner Alexander Burnside administrator of the Estate of Marquis L. Osborn deceased, States to the court, that on the 9th day of December A.D. 1840 the said Marquis L. Osborn, dec'd executed his writing obligatory under Seal, to one Solomon Ezra, conditioned to make him a deed for in lots Numbers twenty Seven (27), twenty Eight (28), and twenty nine (29), in the Town of Arbela in the County of Union and State of Ohio, For which lots the said Solomon Ezra, was to pay to the said to the said Osborn, the sum of thirty dollars on or before the 25th of October next thereafter all of which has since been paid by the said Solomon Ezra or his Asigns. The said Bond or writing obligatory was subsequently assigned by the said Ezra to one Albert. P. White, and by him assigned to William R. Henning on the 11th September 1841 who now holds the same. — Your Petitioner further States that on the 28th day of January A.D. 1839. the said Marquis L. Osborn, dec'd executed his like bond or writing obligatory, to Stacy Smith, conditioned to make him a deed for in lot Number Seventeen (No 17) in the Town of Arbela in the County and State aforesaid, For which lot the said Stacy Smith was to pay the said Marquis L. Osborn the sum of fifteen dollars in nine months from the date last aforesaid, most or all of which has since been paid by the said Smith. — Your Petitioner further States that some time in or about the Month of December A.D. 1839, the said Marquis L. Osborn, dec'd entered into a verbal agreement with one John H Bosart whereby the said Osborn bound himself to execute and deliver to the said Bosart a deed for in lot Number twenty five (25), in the said Town of Arbela, upon the payment of the Sum of twenty five dollars by the said John H. Bosart to the said Osborn who gave immediate possession of the said Lot No 25, to the said Bosart. Your Petitioner believes that all of the said purchase Money has since been paid by the said Bosart. — Your Petitioner further States, that some time in or about the Months of December A.D. 1839, the said Marquis L. Osborn, dec'd, made a verbal

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agreement with one Samuel McWade, whereby the said Osborn bound himself to execute and deliver to the said McWade, a deed for In lots numbers fifteen (15), Sixteen (16), and twenty four (24), in the said Town of Arbela, upon the payment of the sum of Thirty dollars by the said McWade to the said Osborn who gave immediate possession of the said Lots to the said McWade. Your Petitioner believes that the whole amount of the said purchase money has since been paid by the said Samuel McWade.- Your Petitioner further alleges that the above Town Lots are all situated in the County of Union and within the juris=diction of this Court, and that the purchasers took possession of the In lots severally purchased by them, and they or their assigns now hold same. That the said Marquis L. Osborn departed this life without having made deeds of Conveyance to the said purchasers of the Several Town Lots so sold by him as aforesaid.- That the said purchasers having paid the full purchase money for said Lots are entitled to a conveyance for the same. Your Petitioner further States that the said Marquis L. Osborn, departed this life about the day of A.D. 184- leaving five Children and heirs, to wit; Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn and Josiah Osborn, who are all minors and reside in the Counties of Logan and Marion in the State of Ohio, and all of whom your Petitioner makes defendants to this Bill. Your Petitioner further States that as the administrator of the said Marquis L Osborn, dec'd he is desirous of com=pleting the Contracts aforesaid, and for ance on behalf of his said heirs at law, and of vesting their title in the aforesaid purchasers, or their assigns. Your Petitioner therefore prays the Court, that upon the hearing of the matters herein mentioned, to make an order authorizing and empower=ing him as administrator of said Osborn, to complete said Contracts by Con=veying the lands, or Town Lots aforesaid to the said purchasers, or to such persons as are entitled to receive Deeds of conveyance. That a Guardian ad litem may be appointed for the said Minor heirs, and that there may be such other and further action and proceedure in the premises as the nature of the case requires, and your Petitioner brings into this Court his letters of administration, duly granted. &c By Allison & Curry his Sol'ts.- And afterwards, to wit; at the July Term of said Court, to wit; on the 30th day of July A.D. 1846. On motion to the Court, Edward Stillings is appointed Guardian ad litem of Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn and Josiah Osborn, minor heirs of Marquis L. Osborn deceased, who Thereupon appeared in Open Court and accepted said appointment and filed his answer said answer reads in the words and figures following, to wit; The Joint answer of Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn, and Josiah Osborn. Infant heirs of Marcus L. Osborn deceased, by their Guardian Edward Stillings, to the petition of Alexander Burn=sides Administrator of the Estate of Marquis L. Osborn deceased.- The said Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn and Josiah Osborn now come by their said Guardian ad litem, and say that further than is shown by the papers in this case they know nothing of the matters and things set forth in the said petition By Edward Stillings their atty. And afterwards, to wit; at the July Term of said Court A.D. 1846, to wit; on the 30th day of July A.D. 1846, This day came the Petitioner and moved the Court

to enter an order authorizing and directing him as such administrator, to complete the contracts made by the said Marquis L. Osborn in his life time for the sale and conveyance of the several premises 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 the answer of the Defendants by their Guardian ad litem and being satisfied that lawful notice has been given of the pendency and prayer of the Petition and it being proved to the satisfaction of the Court that the written Contracts set forth in the petition as having been made by the said Osborn in his life time embracing Lots Numbered 27, 28, & 29, and also lot No 17 in the Petition described were so made by him and that he departed this life without having made a Deed of Conveyance in pursu=ance thereof and being further satisfied that the purchase money has been paid the Court do therefore order and decree that the said Alexander Burnsides as administrator aforesaid do execute and deliver deeds of Conveyance to the purchasers of the said Lots in said Petition mentioned Numbered 27, 28, & 29, and Lot No 17 and it is further Ordered that as to the Verbal Contracts set forth in said petition the prayer of the Petitioner be denied and that portion thereof relating to such Contracts be dismissed and it is further ordered that said administrator pay the costs herein out of the Assets of said estate, Judgment for costs taxed at

Dollars cents

Attest John Cagil Clerk

William Phelan
vs
Joshua Marshall
Survivor of
James Graham

Pleas before his Honor James A. Corbet Esq^r President, and James H. Smith, Christian Mayers and Levi Phelps 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 28th day of July in the year of Our Lord one thousand Eight hundred and forty six, Be it remembered that heretofore to wit; on the 25th day of February A.D. 1846 William Phelan issued out of the clerks office of the court of common Pleas 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 Joshua Marshal, Survivor of James Graham 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 Wm Phelan, in a Plea of covenant damages 200 dollars. And have you then there this writ. Test Witness John Cagil, Clerk of said Court, at the Court House aforesaid this 25th day of Feb^r A.D. 1846. John Cagil Clerk. Said writ was indorsed "Suit brot upon a covenant of lease or indenture, under seal executed on the 1st day of January A.D. 1840. between the Plaintiff on the one part and the said Joshua Marshall and one James Graham

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now deceased on the other part wherein the last mentioned Party, Stipula-ted to pay to said Wm Phelan eighty dollars rent for certain Premises in said indenture Specified in payments of Ten dollars each to be made at the expiration of every 3 months during a period of Two years from and after the date of said indenture also for goods sold and delivered money had and received &c Damages claimed as due $2 000 Allison & Curry attys for Plff And afterwards, to wit: on the 10th day of March A.D. 1846, said Sheriff returned said writ endorsed Served this writ, March 2nd 1846 by copy of this writ to the defendant Wm M. Robinson Sheriff: And afterwards, to wit: on the 24th day of May A.D. 1846 the said William Phelan by Allison & Curry his attornies filed in the Clerks office aforesaid, the following declaration, to wit; The State of Ohio Union County ss. Court of Common Pleas of Union County of the Term of April A.D. 1846 William Phelan complains of Joshua Marshall in a plea of Covenant, For that where-as, heretofore, to wit; on the first day of January A.D. 1840 at Frank-lin County, Ohio, to wit, at the County of Union aforesaid, and in the life time of one James Graham since deceased, the defendant and the said James Graham, by a certain indenture then and there made, between the Plaintiff (by one Thomas Wood his agent for that purpose then and there duly authorized) of the one part and the defendant and the said James Graham of the other part, which said indenture, sealed with the seals of the de-fendant and the said James Graham, the plaintiff now brings here into Court, the plaintiff did lease unto the defendant and the said James Graham certain lands and premises situate in the County of Franklin aforesaid (reserving to the Plain-tiff certain privileges in said indenture Specified) to have and to hold the same unto the defendant and the said James Gra-ham, from the 1st day of January A.D. 1840 inclusive, to the full end and term of two years thence next ensuing, and fully to be complete and ended yeilding and paying therefor for the said term, to the plaintiff, the clear rent or sum of Eighty dollars in manner following, to wit; ten dollars at the expiration of each and every three months during the term aforesaid, And the said defendant and the said James Graham did thereby covenant, promise and agree to and with the plaintiff to pay or cause to be paid to the plaintiff the said rent or sum of Eighty dollars at and upon the several times whereon the same was to made payable as aforesaid, in payments of ten dollars each as aforesaid, By virtue of which said lease the defendant afterwards, to wit; on the said 1st day of January A.D. 1840 entered into the said demised premises and ever-possessed thereof for the said term, Nevertheless the plaintiff in fact saith that after the making of the said indenture and during the said term, and before the Commencement of this Suit, to wit, on the 31st day of December A.D. 1841, a large sum of money, to wit, the sum of Eighty dollars the rent aforesaid with its interest, for the eight quarters of the said term ending on the day and year last aforesaid became and was due and owing from the defendant and the said James Graham to the plaintiff and still is in arrear and unpaid to

the plaintiff. to wit, at the County of Franklin, to wit, at the County of Union aforesaid contrary to the said Covenant of the defendant and the said James Graham. To the plaintiffs damage of two hundred dollars and therefore he brings suit. &c By Allison & Curry his attys. And afterwards to, wit: at the July Term of said Court A.D. 1846. to wit; on the 28th day of July A.D. 1846. Defendant has leave to plead by Wednesday Morning 9 o'clock; And afterwards to wit: on the 29th day of July A.D. 1846. The Defendant Joshua Marshall by P. Bloole his Attorney filed in the office of the Clerk of said Court, his plea in the words and figures following, to wit: Joshua Marshall ads. William Phelan. In Covenant. And the said Joshua Marshall comes and defends &c and says that the said Indenture is not his deed and of this he puts himself upon the Country, &c. And the said William Phelan doth the like. P. Bloole Atty for Deft. The Plaintiff will take notice that the defendant on the trial of this case will give in evidence and insist that the plaintiff was and still is indebted to Deft Two hundred dollars for the price and value of Goods sold by the Deft to Pltff at his request, and also in the sum of two hundred dollars for work and labor before that time done by Deft for Pltff at his request and also in the sum of two hundred dollars for money before that time paid by the defendant to Plaintiff, as evidenced by written receipts, from Thomas Woods agent for Pltff, also for the sum of two hundred dollars for amount found due from Pltff on account stated between them P. Bloole Atty for Deft. And afterwards, to wit: at the July Term of said Court A.D. 1846 to wit; on the 30th day of July A.D. 1846, This day 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 Article of agreement in the said declaration mentioned is the deed of the said Joshua Marshall Survivor of the said James Graham deceased; And neither party requiring a Jury. The Court do assess the damages of the said William Phelan, by reason of the breaches ~~assigned~~ of Covenants above assigned to Fifty one dollars and Ninety Cents. — Therefore it is Considered that the said William Phelan recover of the said Joshua Marshall the said Sum of Fifty one dollars and Ninety Cents his damages aforesaid in form aforesaid assessed and by agreement of the Parties his Costs herein expended taxed at

Dollars 8 Cents,

Attest John Cahill Clerk

Charles R. Deming
vs
James M. Snodgrass

Pleas before his Honor James L Forbes Esq Pres ident and James R Smith, Christian Myers and Levi Phelps 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 28th day of July in the year of our Lord One Thousand Eight Hundred and forty six. Be it remembered

That heretofore to wit; on the 17th day of March A.D. 1846. Charles R Deming 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 James M Snoggrass 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 Charles R. Deming in a plea of Assumpsit damages $200 dollars and have you then there this writ, (Seal) Witness John Caphil Clerk, of said Court, at the Court House aforesaid this 17 day of March A.D. 1846 John Caphil Clerk. Said writ was indorsed Writ. Prot on a Memorandum of agreement entered into in writing and signed by the Plaintiff and the said defendant whereby the Plaintiff leased, to the Defendant, a certain Messuage lands and premises for the term of two years from the 1st of May A.D. 1839, which was subsequently altered by the said Parties to the term of one year in consideration of which the Defendant thereby promised to pay to the Plaintiff the sum of one hundred dollars pr year at the expiration of the year which agreement is dated April 6. 1839 &c Also for one years rent of a certain Messuage lands and premises demised by the Plaintiff to the Defendant at his request and which said years rent is now in arrears and unpaid, For goods sold and delivered money had and received &c Damages Claimed as Due, $200,00 Allison & Curry attys for Pl'ff. And afterwards. to wit. on the 17th day of March A.D. said writ was returned to the Court aforesaid by said Sheriff. endorsed as follows, to wit; Served by Certified Copy March 17. 1846 Wm. C. Malin Dep. Sheff. And afterwards. to wit; on the 27th day of May The Plaintiff by Allison & Curry His Attorneys filed in the Clerks office aforesaid the following Declaration, to wit; The State of Ohio Union County, ss. Court of Common Pleas of Union County, Ohio. April Term A.D. 1846 Charles R Deming Complains of James M Snoggrass in a Plea of Assumpsit for That whereas, heretofore, to wit; on the 6th day of April 1839 at in the State of Ohio, to wit: at the County of Union aforesaid, in Consideration that the plaintiff at the request of the Defendant, would demise and let to him a certain Messuage, lands, and premises with the appurtenances, to hold the same to the Defendant from the 1st day of May 1839 to the full end and term of two years next ensuing, at and under a certain years rent, to wit the yearly rent of One Hundred Dollars, payable at the expiration of each year, he the said Defendant then and there promised the plaintiff to pay him during the said Tenancy the said yearly rent or sum of One Hundred dollars, at the time so appointed for payment thereof as aforesaid; and the plaintiff avers that he confiding in the said promise of the Defendant, did afterwards, to wit on the said 6th day of April 1839, at Orange aforesaid, to wit; at the County of Union aforesaid, demise and let to the Defendant the said Messuage, lands and premises with the appurtenances, to hold the same to the Defendant for the said Term, and at and under the said yearly rent to be paid as aforesaid;— and the Plaintiff avers that afterwards, to wit, on the 31st day of October

1839, at Orange aforesaid, to wit; at the County of Union aforesaid, the said plaintiff and the said Defendant, parties to the aforesaid lease, did mutually agree that the term of the aforesaid lease should be one year, instead of two years: - and the said tenancy continued from the said 1st day of May 1839 until and upon the 1st day of May 1840; and although upon said last mentioned day at large sum, to wit. One Hundred Dollars of the said rent, for the term of said tenancy as last stipulated as aforesaid, became and was due and payable from the Defendant to the Plaintiff, yet the Defendant hath not paid the said last mentioned sum of One Hundred Dollars so due and payable as aforesaid nor any part thereof; And whereas also the Defendant on the 1st day of May 1840, at Orange aforesaid to wit at the County of Union aforesaid was indebted to the Plaintiff in the sum of One Hundred Dollars for one years rent of a certain Messuage Lands and premises demised by the Plaintiff to the Defendant at his request. - And in One Hundred dollars for the use and occupation of a certain Messuage & lands and premises, to wit. a Village lot with a Store Room, dwelling house ware house and out buildings thereon, with the appurtenances of the Plaintiff by the defendant, at his request, and by the permission and sufferance of the Plaintiff for a long time held and enjoyed: - and in One Hundred Dollars for goods sold and delivered by the Plaintiff to the Defendant at his request; And in One Hundred Dollars for Money then had and received by the Defendant for the use of the Plaintiff. And the Defendant afterwards on the Day and year last aforesaid in consideration of the premises respectively promised the Plaintiff to pay to him the said several Moneys in the last Count of this declaration mentioned on request: yet the Defendant hath disregarded his last mentioned promises and hath not paid any of the said last mentioned moneys, or any part thereof, To the damage of the plaintiff Two Hundred Dollars, and therefore he brings his suit &c By Allison & Curry his Attornies, And afterwards to wit. at the July Term of said court A.D. 1846 to wit, on the 28th day of July A.D. 1846. By order of said court, Defendant has leave to plead by Wednesday morning 9 o.clock. And afterwards to wit. on the 29th day of July A.D. 1846. The Defendant by W Lawrence his attorney filed in the Clerks office of said court his plea in the words and figures following, to wit; James R Snodgrass vs Charles P Deming, Marion Com Pleas for July Term 1846 And the said James now comes and defends &c and says that he did not assume and promise in manner and form as the said Charles hath thereof above complained against him and of this he puts himself upon the Country. By Wm L. Lawrence his atty. The Plff will take notice that the Defendant will insist and give in Evidence that the plaintiff at the commencement of this suit was and still is indebted to the Defendant for money paid Goods sold and delivered &c by the Defendant to the plaintiff at his request and after offsetting the plaintiffs account or so much as may be proven will ask a judgment from the court for the balance due Defendant

thereafter [illegible] the July Term [illegible] A.D. 1846. This [illegible] James M Snodg[illegible] whereupon it [illegible] recover his [illegible] requiring a [illegible] do address [illegible] six dollars [illegible] the said John[illegible] grafs the [illegible] ages aforesa[illegible] pay their [illegible] Dollars

Attest John [illegible]

James
Ambrose
vs
James, P. [illegible]
Margaret [illegible]

Marysville Ohio on the [illegible] Eight hundred [illegible] wit; on the [illegible] The office [illegible] in the [illegible] Common [illegible] of Ohio. [illegible] the State [illegible] and is [illegible] following des[illegible] Ohio. Being [illegible] bounded [illegible] Oak and [illegible] 1846, in the [illegible] Daniel Be[illegible] line; thence [illegible] line of the [illegible] and ash, [illegible] poles to the [illegible] acres, more [illegible] James Hora[illegible] City of Rich[illegible] with your [illegible] prays that [illegible] portion ther[illegible]

thereafter Viz Wm b Lawrence his atty, and afterwards, to wit: at the July Term of said Court A.D 1846, to wit: on the 30th day of July A.D. 1846. This day came the Plaintiff by his attorney, and the said James M Snodgrass though solemnly called, came not, but made default, whereupon it is considered that the said Charles R Deming 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 R. Deming to Ninety six dollars and forty four cents Therefore it is considered that the said Charles R. Deming recover of the said James M. Snodgrass the said Sum of Ninety six dollars and Forty four cents, damages aforesaid, in form aforesaid assessed, and that each party pay their own Costs. Judgment for costs taxed at

Dollars cents.

Attest John Cozil, Clerk.

James
Ambrose Crops
vs
James B. Morison &
Margaret Morison

Pleas before his Honor James L Torbert Esq Presidents and James R Smith, Christian Sayers and Levi Phelps 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 28th day of July in the year of our Lord One Thousand Eight hundred and forty six. Be it remembered that heretofore, to wit; on the 3rd day of April A.D. 1846. Ambrose Crops filed in the office of the Clerk of said Court 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, Ambrose Crops, of Harpers Ferry in the State of Virginia, represents that he has a legal right to and is seized in fee simple of one undivided moiety of the following real estate situate in the County of Union and State of Ohio. being part of Virginia Military Survey No 5646, and bounded and described as follows, to wit; Beginning at a red Oak and white oak, beginning Corner of the Original Survey No 5646, in the name of Thomas Worthington, but patented to assignee Daniel Bedinger; thence N. 89° W. 215 poles to a Stake in the original line; thence crossing said Survey N. 1° E. 320 poles to a Stake in another line of the original Survey; thence S 89° E. 215 poles a Lynn, beech, and ash, another corner to the original survey; thence S. 1° W. 320 poles to the beginning; — containing Four Hundred and Twenty five acres, more or less. — And your Petitioner further represents that James Horace Morrison and his wife Margaret Morrison of the City of Richmond in the State of Virginia, are Tenants in Common with your Petitioner in said premises. Your Petitioner therefore prays that partition of said lands may be made, and that the portion thereof to which he is entitled may be set off to him in

severalty. By Allison and Curry his Attys. — And afterwards to wit. at the April Term of said Court A.D. 1846. to wit on the 17th day of April A.D. 1846. Appearance Docket, Petition for Partition. In this case it appearing to the satisfaction of the Court that the Defendants are non residents of the State of Ohio. It is ordered that publication of the pendency together with the substance and prayer aforesaid petition be made for six consecutive weeks in the Argus (a newspaper in general Circulation in the County of Union) previous to the next Term of this Court. And afterwards to wit; At the July Term of said Court A.D. 1846. to wit on the 29th day July A.D. 1846. On motion and it appearing to the satisfaction of the Court 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 Sheriff of this County by the oaths of William Hamilton, Joshua Marshall and James H. Evans, three Judicious disinterested freeholders of the vicinity do cause to be set off and divided to the said demandant, Ambrose Crosb, one equal moiety of the said lands and tenements in the said Petition named and that he return his proceedings without delay. And afterwards, to wit; on the 29th day of July A.D. 1846 The following writ of Partition issued to the Sheriff of said County of Union, to wit. Ambrose Crops vs James H. Morrison & wife. In Partition. On motion, and it appearing to the satisfaction of the Court 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 that the Sheriff of this County, by the oaths of William Hamilton, Joshua Marshall and James H. Evans three judicious disinterested freeholders of the vicinity, do cause to be set off and divided to the said demandant Ambrose Crops one equal moiety of the said lands and tenements in the said petition named, and that he return his proceedings without delay. Seal I John Cassil Clerk of the Court of Common Pleas, of Union County Ohio Certify the foregoing to be a correct Copy of the Journal Entry in the above case entered at the July Term A.D. 1846. Witness my hand and official Seal this 29th day of July A.D. 1846. John Cassil Clerk. And afterwards, to wit; on the 30th day of July A.D. 1846. the said Sheriff returned said writ endorsed "I have executed this writ by the oaths of the within named Commissioners, whose report is herewith returned. July 30th A.D. 1846 Wm M Robinson Sheriff of Union County. Said report reads in the words and figures following, to wit; — Ambrose Crops vs James H. Morrison & Margaret Morrison his wife. Partition. Union Common Pleas. — We the Commissioners appointed in this cause to make partition of the following real estate, situate in the County of Union and State of Ohio. being part of Virginia Military Survey No. 3646, and bounded and described as follows, to wit; Beginning at a red oak and white oak. beginning Corner of the original Survey No. 3646 in the name of Thomas Worthington

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out patented to assignee Daniel Bedinger: Thence N. 83° W. 213 poles to a Stake in the original line; Thence crossing said Survey N. 7° E. 320 poles to a Stake in another line of the original Survey: Thence S. 83° E. 213 poles to a Lynn, beach, and ash another corner to the original Survey; Thence S. 7° W. 320 poles to the beginning containing four hundred and twenty five acres more or lefs, between Ambrose Crop's and James H. Morrison and Margaret Morrison his wife, and having been duly sworn upon actual view of the premises do sett off and assign to the said Ambrose Crop's in severalty, for his share of said lands so much thereof as is contained within the following limits. Begining at a Lynn, beech, and ash the original North East corner of said Survey No. 3646. Thence S. 7° W. 176 poles to a Stake in the centre of the East line of said Survey, witnessed by three beech Stumps — Thence N. 83° W. 213 poles to a Stake in the centre of the west line of the tract of land hereby partitioned, Thence N. 7° E. 176 poles to a Stake in the original North line of said Survey, Thence S. 83° E. 213 poles to the Begining Containing Two hundred and thirty six and one half acres more or lefs. — We do likewise sett off and assign to the said James H. Morrison & Margaret T. Morrison his wife in severalty for their share of said lands so much thereof as is contained within the following boundaries, Begining at a red oak and white oak the begining and south East corner of said Survey No. 3646. — Thence N. 7° E. 176 poles to a Stake in the centre of the original East line of said Survey and corner to land hereby partitioned to Ambrose Crop's, Thence with said Crop's South line, N. 83° W. 213 poles to a Stake in the centre of the west line of the land hereby partitioned South West Corner of said Crop's land, — Thence S. 7° W. 176 poles to a Stake in the original South line of said Survey, and South East Corner of land hereby partitioned, Thence S. 83° E. 213 poles to the place of begining, Containing Two Hundred and thirty six and one half acres More or lefs. Given under our hands this 30th day of July A.D. 1846 William Hamilton, Joshua Marshall, James H. Evans, — And afterwards, to wit: at the July Term of said Court

1846 to wit on the 30th day of July A.D. 1846. On motion to the Court by Allison & Curry Counsel for the petitioner and upon producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners herein before appointed and the same being examined, — It is ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said parties hold in severalty, the shares set off and assigned to each respectively by the said Commissioners, and it is further ordered that Messrs Allison & Curry be paid the sum of Thirty dollars counsel fees which together with the costs and expenses of this suit taxed to twenty dollars sixty eight cents be paid within twenty days by the parties in the following proportions, to wit: one half by the said Ambrose Crop's, and the other by the said James H. Morrison and Margaret Morrison his wife and in default thereof that Execution issue therefor

Attest John Cogsil Clerk

Richard Gabriel
vs
William W. Woods
Josiah Gabriel
Samuel Woods &
John P. Woods

Pleas Before his Honor. James L. Torbert Esqr President and James R. Smith, Christian Myers and Levi Phelps 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 28th day of July in the year of our Lord one thous=and eight hundred and forty six. Be it remembered that heretofore to wit on the 14th day of April A.D. 1846. Richard Gabriel 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 summon William W. Woods Josiah Gabriel, John P. Woods & Samuel Woods 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 Richard Gabriel in a plea of Debt $682.50 damages $200. dollars, And have you then there this writ. Seal Witness, John Cupil, Clerk of said Court at the Court House aforesaid this 14th day of April A.D. 1846. John Cupil, Clerk.- Upon which writ was the following endorsement, to wit; Suit brought on Defendants joint note of hand or single Bill under seal given to plaintiff for the sum of six hundred eighty two dollars & fifty cents dec six months after date and if not paid in that time to pay ten per cent until paid, also for money lent, goods sold &c By Wm C Lawrence his atty, and afterwards, to wit; on the 16th day of April A.D. 1846. the said writ was returned to the Court aforesaid by said Sheriff, endorsed as follows, to wit; Served this writ by delivering a certified copy of this writ to each of the defendants April 16th A.D. 1846. Wm M. Robinson Sheriff. And afterwards, to wit; on the 17th day of May A.D. 1846, the said Richard Gabriel filed in the Clerks office aforesaid the following declaration, to wit; Union County ss Union County Court of Common Pleas April term 1846. Richard Gabriel complains of William W. Woods Josiah Gabriel John P Woods and Samuel Woods for that whereas the said defendants on the 3rd day of July A.D. 1838 at Milford (to wit) at the County afore=said made their certain writing obligatory of that date sealed with their seals and now here to the Court shown and then and there delivered the same to the plaintiff and thereby bound them=selves to pay to the said plaintiff the sum of six hundred and eighty two dollars and fifty cents in six months after the date thereof which period has now elapsed. Yet the said Defendants have not paid the said sum of money nor any part thereof to the damage of the said plaintiffs two hundred dollars and thereupon he brings suit &c By Wm C. Lawrence his atty, And afterwards, to wit; on the 30th day of July A.D. 1846 the said Defendants by P. Bloom their attorney filed in the Clerks office aforesaid their plea in the words and figures following, to wit; William W. Woods, Josiah Gabriel, John P. Woods, ads Richard Gabriel In debt, And the said Defendants now come and defence &c and say that the said writing obligatory mentioned & described in plaintiffs Declaration is not their deed of the- and of this they put themselves upon the country, and the said plaintiff doth the like P. Bloom Atty for Defts, &c. The Plaintiff will take

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notice that the defts on the trial of this cause will give in evidence and insist that the plaintiff was at the commencement of this suit and still is indebted to defendants in the sum of Seven hundred dollars for goods before that time sold and delivered and also in the sum of Seven hundred dollars for money before that time lent by defts to plaintiff at his request and also in the sum of Seven hundred dollars for money before that time received by plaintiff for use of defts and also in the sum of Seven hundred dollars on an account stated between them. — And that the defendants will set off on said trial so much of the said several sums of money due and owing from pltff to defendant against any demand of the said plaintiff to be proved against said writing obligatory as will be sufficient to satisfy and discharge the same, and will then and there demand a judgment against said plaintiff for the balance of said several sums of money due to the defendants according to the form of the Statute in such case made and provided, &c Block & Alby for defts. And afterwards, to wit; at the July Term of said Court A.D. 1846. to wit; on the 3rd day of August A.D. 1846 this day came the Parties by their attornies 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 Defendants do owe to the said Plaintiff the sum of Six hundred and fifty dollars and do assess his damages by reason of the detention thereof to the sum of twenty seven dollars and twenty six cents ballance due the Plaintiff after deducting from the said Note the amount of the defendants offsett. Therefore it is considered that the Plaintiff recover of the said defendants the said sum of six hundred and fifty dollars his debt aforesaid and the sum of Twenty seven dollars and Twenty six cents his damages aforesaid, and also his costs in this behalf expended taxed at dollars cents. — And it is further made appear to the satisfaction of the court that John P. Woods, Josiah Gabriel and Samuel Woods are security upon said Seal Bill and Note upon which this suit is brot and that William H. Woods is alone principal and it is ordered that the Clerk of this court in issuing Execution herein, issue Execution Commanding the Sheriff or other officer to cause the money specified in the writ to be made of the Goods and Chattels lands and tenements of the principal debtor — but for want of such sufficient property whereof to make the same then that he cause the same to be made of the goods and chattels lands and tenements of such security.

Attest John Cabell Clerk.

Mary E. Warburton
Thomas D. Harris
John W. Edloe
Virginia P. Edloe &
William L. Spencer
Trustee of Virgina
P. Edloe ——

vs

Thomas B Johnston
Henry J Johnston
Walter Bullock
John M. Gregory
William Sullivant
Michael L. Sullivant
Joseph Sullivant
and the unknown heirs of
John M. Gregory deceased
John Ballard, Andrew
Forborn, William J. Johnston
Ann Ray Childers Benjamin
Childers, Dorotha B Minor
Thomas Minor Jun[r] and
Sarah Ann Johnston

Pleas before his Honor James L. Torbert Esq[r] President and James R Smith, Christian Myers and Levi Phelps his associates, Judges, at a court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 14th day of October in the year of our Lord one thousand eight hundred and forty six. Be it remembered that heretofore to wit; on the 28th day of October A.D. 1845. Mary E. Warburton, Thomas D. Harris, John W. Edloe, Virginia P. Edloe and William L. Spencer Trustee of Virginia P. Edloe filed in the office of the Clerk of said court of Common Pleas, a certain bill in Chancery in the words and figures following, to wit;

To the Honorable Court of Common Pleas within and for the County of Union in Chancery sitting. — Your Petitioners Mary E Warburton and Thomas D Harris of James City County, Virginia, John W Edloe and Virginia P. Edloe of Prince George County, Virginia, the said Virginia P. Edloe being the wife of the said John W. Edloe and William L. Spencer of James City County, Virginia, who is the Trustee of the Estate of the said Virginia P Edloe in virtue of a Marriage agreement between the said Virginia P. Edloe and the said John W Edloe Represent that the said Mary E Warburton, Thomas D. Harris and Virginia P. Edloe and her said Trustee are the only heirs and Legal Representatives of Thomas D. Harris formerly of Virginia, now deceased and who was the father of the said Mary E. Warburton, Thomas D. Harris and Virginia P. Edloe, and as such heirs and legal Representatives of the said Thomas D. Harris, dec[d] that they the said Mary E. Warburton Thomas D. Harris, and Virginia P. Edloe and her said Trustee are the owners of and hold the Equitable Title to the following described lands to wit; Survey Numbered Two thousand nine hundred and Eighty four (№2984) for 1000 acres of Land, Entered and Surveyed on Virginia Military Land Warrant numbered Four thousand five hundred and ninety four (№4594) in the name of John M. Gregory on the waters of Bokes Creek, Union County, Ohio and which was patented to one John Walker Johnston on the 20th day of January A.D 1801 and Recorded in the City of Washington in Vol: II Page 328, and is Bounded and described as follows: To wit: Beginning at a Beech, Sugartree and Ash South West corner to Bayley & Merrymans Survey №3235. South East Corner to said Bayley & Merrymans Survey №3236, and North East Corner to Andrew Forborns Survey №2982. running with Forborns line S 7° W. 400 poles crossing a branch at 40. and one at 360 poles to a Sugar tree and Hickory South East Corner To said Forborns Survey North East Corner to Peter Manifolds Survey №2832. and North West Corner to David Duncans Survey №3443. Thence with Duncans Line S 83° E 400

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poles crossing Three Branches to an Ash, Red Oak, and Elm, North East corner to said Duncans Survey and South West corner to Baxley & Merry=mans Survey No 3239. Thence with their line N 7° E 400 poles crossing a Branch at 210 poles to an Ash Lynn and Sugartree, North West corner to Baxley & Merrymans said Survey No 3239, and South West corner to Baxley & Merrymans Survey No 3234 and South east corner to said Baxley & Merrymans Survey No 3235. Thence with the Line of the last mentioned Survey N 83° W. 400 poles to the Beginning, Also Survey Numbered Three thousand Six ~~Six~~ hundred and Seventy nine (No 3679) for 200 acres of Land Entered and Surveyed on Virginia Military Land Warrant, Numbered Four thousand five hundred and ninety four (No 4594) in the name of John M. Gregory on the waters of Darby Creek Madison County Ohio, and which was patented to the said John Waller Johnston on the 20th day of January A.D 1801 and recorded in Washington City Vol: II Page 329. and Bounded and described as follows, to wit: Beginning at Two Hickories and a White Oak upper back corner to William Browns Survey No 1478. and in the lower line of Charles Simmes Survey No 187. running with Browns line S 37° E 179 poles to Two Sugar trees in Browns line. Thence N 53° E 179 poles to an Elm and Sugartree — Thence N 37° W 179 poles to Two Ashes in Simmes line Thence with said Line S 53° W. 179 poles to the Beginning. — And also Survey Numbered Two thousand nine hundred and Eighty five (No 2985) for 166⅔ Acres of Land, which was entered and surveyed on Virginia Military Land Warrant Numbered Four thousand seven hundred and Ninety two (No 4792) in the name of Andrew Forborn, on the waters of Treacles creek Madison County, Ohio. And which was patented to the said John Waller Johnston on the 19th day of January A.D 1801. and Recorded in Washington City Vol: II. page 327. and is Bounded and described as follows, to wit; beginning at Two Hackberry and a Cherry tree upper corner to John Gibson's Survey No 2682. running up the Creek. N 23 W 60. N 80 W 46. S 41. W. 60. S 6. W. 75. S. 63 W 130. N 49. W. 30, N 30. W 40. N 75 W 42. S 37. W. 100. S 70. W. 90, N 51. W. 110, N 15. W 100. N 75. W. 25 poles. to a Black Walnut and Ash, Thence N 53° E 77 5. poles to Two Elms, Thence S 37° E 405 poles to 3 black oaks, — Thence N 53° W 270 poles to the Beginning. all of which will more fully appear by reference to said Patents and Surveys. — Your Petitioners further repre=sent that on or about the 19th day of November A.D. 1792, there issued from the State of Virginia to John Mumford Gregory, heir to John Gregory dec'd a Lieutenant in the Revolution War in the Virginia Line on Continental Establishment In consideration of the military services of the said John Gregory dec'd a Virginia Military Land Warrant Numbered Four thousand five Hundred and ninety four (No 4594) for 3666⅔ acres of land, which is one of the warrants before mentioned. That on the 1st day of April A.D 1797 the said John M. Gregory entered into an agreement with one John Waller Johnston and place the said Warrant in the hands of the said Johnston, That by the said agreement the said Johnston agreed to Locate and Survey the said Warrant for the said John M. Gregory, In consid=eration of which the said John M. Gregory, agreed to give the said John Waller Johnston the one third part of the Land that might be located and surveyed on the said Warrant, and to pay all the expenses attending the locating and surveying the same [which will more fully appear by reference to the said agreement herewith filed, marked A, a Letter from the said John Waller Johnston to John M. Gregory, marked B, a copy of a letter from the said John

Waller Johnston to Lucas Sullivant, marked C. and a correspondence between the said Thomas D. Harris dec^d and the said John Waller Johnston, marked, Harris's Letter D. and Johnstons Letter E which are prayed to be taken as part of this Bill.] That on or about the 4th day of April A.D. 1797 your petitioners further represent, that Grant issued to one Andrew Forborn heir at Law of Peter Dunn dec^d in consideration of the Military services of the said Peter Dunn dec^d as a Captain in the Revolution War in the Virginia Line on Continental Establishment a Virginia Military Land Warrant Numbered Four thousand seven Hundred and Ninety two (№4792) for 4666⅔ acres of Land. – That on the 25th day of March A.D. 1797 previous to the issuing of said Warrant, the said Andrew Forborn employed the said John Waller Johnston to obtain Locate and survey for him said Warrant, In consideration there of the said Andrew Forborn agreed to give to the said John Waller Johnston for his services 1000 acres of the said Warrant and to allow the Surveyor the one third part of the said Warrant, once to pay all the Legall fees and Expenses attending the Locating and surveying the same [which said agreement is herewith filed, marked F and prayed to be taken as a part of this bill.] – Your petitioners further represent that the said John Waller Johnston immediately after entering into the said seperate agreements with the said John M. Gregory and the said Andrew Forborn proceeded to the State of Ohio with the seperate warrants belonging to the said John M. Gregory and the said Andrew Forborn, and that on or about the 4th day of May A.D. 1797, the said John Waller Johnston not being a Surveyor himself entered into a written Contract with one Lucas Sullivant who was a Deputy Surveyor in the District of Lands set apart for satisfying these Warrants, and placed the said Warrants, both, to wit; the said John M. Gregorys Warrant №4594 for 2666⅔ acres of Land, and the said Andrew Forborns Warrant №4792 for 4666⅔ acres of Land into the hands of the said Lucas Sullivant and agreed in his said Contract with the said Lucas Sullivant, to give him the said Lucas Sullivant the one third part of both the said Warrants for the Locating and surveying of the same for the said John M. Gregory, and the said Andrew Forborn [A Copy of which said Contract made in reference to the Gregory warrant is herewith filed marked G. Lucas Sullivants Letter to John Ballard H. marked, and the said Sullivants letter to Tho^s D. Harris dec^d marked I and L for a better understanding of all which reference is made thereto, and prayed that the said Exhibits may be taken as part of this Bill.

X Your petitioners further represent that it appears from the Books of the Principal Surveyor in the in the Virginia Military District, that the said Lucas Sullivant made the following Entries and Surveys in the name of John M. Gregory on the said John M. Gregorys Warrant №4594, to wit; Survey №2980 for 800 acres on the waters of Darby Creek Union Co. Survey №2984 for 1000 acres on the waters of Bokes Creek Union County Survey №3153 for 666⅔ acres on the waters of Fracles Creek Madison County Survey № 3679 for 200 acres on the waters of Darby Creek Madison County making in all 2666⅔ acres of Land the amount the warrant called for. And also that he made the following Entrys and Surveys in the name of Andrew Forborn on Andrew Forborns Warrant, №4792, to wit. Survey №2981 for 1000 acres on the waters of Darby Creek Union County. Survey №2982 for 1000 acres on the waters of Bokes Creek Union County. Survey 2983 for 1000 acres on the waters of Darby Creek Union County. Survey №2985 for 1666⅔ acres on the waters of Darby Creek Madison County making in all 4666⅔ acres of Land, the Amount Called for by the Warrant. That the said Lucas Sullivant

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returned the plats and certificates of the Surveys so made on the said Gregory and Sorborns Warrants to the Principal Surveyors office for the Virginia Military District at Chillicothe Ohio. in the fall of the year 1799 at which time and place the said John Waller Johnston attended and assigned to the said Lucas Sullivant for his part of the said Warrants the following Surveys on the Sorborn Warrant Sullivant received from Johnston an assignment of Survey No 2983 for 1000 acres on Darby Creek Union County, on the Gregory Warrant Sullivant received from Johnston an assignment of Survey No 2980 for 800 acres on Waters of Darby Creek Union County and Survey No 3153 for 666⅔ acres on Waters of Treacles Creek Madison County which amounted to 1466⅔ acres of Land Sullivant received by assignment out of the Gregory Warrant from Johnston and 1000 acres of Land he received by assignment out of the Sorborn Warrant from Johnston, this exceeded Sulli=vants Share of both Warrants, which was ⅓ or 944⅔ acres by 22⅔ acres, which Sullivant settled with Johnston at the time of the Division in order to come at his proportion and be immediately accomodated by throwing in to the use of the Sorborn Bounty and Gregory Bounty, a Survey of his own, to wit; No 3748 for 200. Union County [For the better understanding of which reference is here made to Sullivants letters to Ballinx & Harris heretofore referred to and made Exhibits marked **H. I** and **L**. also to Johnstons letter to Harris before referred to and made an Exhibit Marked **E**]. The said Lucas Sullivant should have received out of the Gregory Warrant for his locators Share 888⅔ instead of 1466⅔ acres and out of the Sorborn Warrant 1555⅔ acres instead of the 1000 acres he received.— This division of the Warrants left the Sorborn warranty debtor to the Gregory Warrant 577⅓ acres, or in other words your Petitioners represent that the Locators fees due for the Location of Sorborn Warrant to the amount of 577⅓ acres was paied to the Surveyor out of the Gregory Warrant, and that that Amount of Lands, to wit; 577⅓ acres is still due from the Sorborn Warrant to the Gregory Warrant [For the better understanding of which reference is again made to Johnstons agreement with Gregory Marked **A**. Johnstons agreement with Sorborn Marked **F**. Johnstons agreement with Sullivant Marked **G**. and Johnstons Letter to Harris Marked **E**. all Exhibits in this case] Your Petitioners further represent that at the Division of the plats and certificates of the said Warrants and the Lands entered thereon, between Johnston and Sullivant. That the said John Waller Johnston obtained the plats and certificates of the following Surveys which were all of the Ballance of the Surveys and Locations made on the Gregory and Sorborn Warrants, to wit; Survey No 2984. for 1000 acres on Gregorys Warrant Bokes Creek Union County, Survey No 3679. for 200 acres on Gregorys Warrant Darby Creek Madison County, Survey No 2981 for 1000 acres on Sorborns Warrant Darby Creek Union County. Survey No 2982 for 1000 acres on Sorborns Warrant Bokes Creek Union County Survey No 2985 for 1666⅔ acres on Sorborns Warrant, Darby Creek, Madison County. And Survey No 3748 for 200 acres in Union County which was given in by the said Lucas Sullivant as aforesaid to the Two Warrants in order to have a Settlement and be accomodated.— That upon the plats and certif=icates so obtained from the Principal Surveyors office in the Virginia Military District by the said John Waller Johnston, he the said John Waller Johnston obtained Patents from the Government of the United

States on or about the 19th and 20th of January A.D. 1801 in his own name – and that the said Lucas Sullivant likewise had the plats and certificates which fell to himself in the Division between himself and Johnston as aforesaid, Patented to himself — [Reference is again here made to Sullivants letter to Harris marked L, an Exhibit in this case]. * Your Petitioners further represent that on or about the 25th day of November A.D. 1800 the said John Waller Johnston departed this life leaving as his heirs and Legal Repre=sentatives Agnes Johnston his Mother, and his brothers and Sisters William G. Johnston, Thomas B. Johnston, Henry G. Johnston, Ann Key Childers who was Ann Key Johnston and Benjamine Childers her husband, Dorothea P. Minor who was Dorothea P. Johnston, and Thomas Minor junior her husband and Sarah Ann Johnston. That the said Andrew Sorborn on or about the 20th day of August A.D. 1802 filed his Bill in Chancery in the County Court of Amherst County Virginia against the Heirs of the said John Waller Johnston to compel a conveyance of the Legal title from the said Heirs to the said Andrew Sorborn of his portion of his said Warrant which had been patented to the said John Waller Johnston as aforesaid, and which amounted according to his agreement with the said John Waller Johnston to 2111⅓ acres of Land, That by the Consent of the said Heirs a Decree was taken against them for the Conveyance of the said 2111⅓ acres, which was accordingly conveyed to the said Andrew Sorborn [A Copy of the Record of which said Suit will be produced on the hearing of this Cause]. That the said Andrew Sorborn in pursuance of the said Decree received from the Heirs of the said John Waller Johnston his said proportion of his own Warrant in pursuance of his said Contract with the said John Waller Johnston, as follows, to wit, Survey No 2981, for 1000 acres, Darby Creek, Union County, Survey No 2982 for 1000 acres, Bokes Creek Union County, and the Survey No 3748 of 300 acres, Union County, and which was given in by Sullivant as aforesaid all of which exceeded the said Andrew Sorborns portion due to him on his own Warrant according to his said agreement with John Waller Johnston by 88⅔ acres of Land. These Lands your petitioners further represent, the said Andrew Sorborn sold by contract dated May 14th 1803. to one Hector McNeil and conveyed the same by Deed to the said McNeil on or about the 28th day of February AD 1807 and that the said McNeil has since sold the same to other persons and further that the said Andrew Sorborn has never laid claims in any other manner to any of the other lands Located on his said Warrant, than these last mentioned, but to sold by him to the said McNeil, but that on the contrary the said Andrew Sorborn when requested by the said Thomas D. Harris dec'd [illegible] to quit claim and Deed to him the said Thos D. Harris dec'd his the said Sorborns interest if he should have any in the Ballance of his said Warrant and which was to make up the Amount paid by Gregory for him to Sullivant for locating his (Sorborns) Warrant that he totally disclaiming having any interest in the ballance of his said Warrant whatsoever [As will more fully appear by reference to the said Sorborns Letter to the said Harris hereunto filed and prayed to be made a part of this bill, Marked M]. Your Petitioners further represent that after the said Sorborns share was satisfied by the said Decree out of the said Warrants That there remained the Surveys first described in this Bill, to wit: on Gregorys Warrant No 4594 for 2666⅔ Acres, there was Survey 2984 for 1000 acres in John M. Gregorys name Bokes

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Creek Union County, Survey No 3679 for 200 acres in John M Gregorys name Darby Creek Madison County. And Survey No 2985 for 1666⅔ acres in Andrew Forborns name Derby Creek Madison County on Forborns Warrant No 4792. That your Petitioners in virtue of their Two thirds part of the Gregory Warrant are entitled to 1777⅓ acres of the said Surveys as follows, to wit: Survey No 2984 for 1000 acres in the name of John M Gregory. Bokes Creek Union County, Survey No 3679 for 200 acres in the name of John M. Gregory, Darby Creek Madison County and to 577⅓ acres of Survey No 2985 for 1666⅔ acres in the name of Andrew Forborn and that they are entitled to the Ballance of the said Survey, No 2985, for 1666⅔ acres which is 1088⅔ acres In virtue of a purchase of the same from Thomas B. Johnston who was the Executor of John Waller Johnston dec'd and sold it under the will of said John W. Johnston dec'd and by the direction and approval of the heirs of the said John Waller Johnston dec'd to their Father the said Thomas D. Harris dec'd on or about the 30th of July AD 1861 as fuller appears hereafter. — Your Petitioners further represent that their said Father the said Thomas D. Harris dec'd derived title to the foregoing lands as follows. that is to say, that on or about the 25th day of June AD. 1798 the said John M. Gregory empowered by letters of attorney one John Ballard of the County of Charles City Virginia to sell and convey all his right, title and interest in and to the said Virginia Military Land Warrant No 4594 for 2666⅔ acres and the Locations made thereon, and which was delivered to the said John Waller Johnston, for the purpose of locating. That on or about the 7th day of June AD 1860 the said John Ballard for a valuable consideration to him paid by the said Thomas D Harris dec'd assigned, transferred and conveyed as the Attorney in fact of the said John M. Gregory all of the right, title and interest of the said John M Gregory in and to the said Warrants and the Locations made thereon, unto the said Thomas D Harris dec'd and at the same time guaranteed to the said Thomas D. Harris dec'd a further conveyance of title to him from the said John M. Gregory. if it should be necessary. That on or about the 29th day of December A.D. 1863. the said John M. Gregory in order the better to secure the title of the said Thomas D. Harris dec'd to the said Warrant and the Location made thereon did by deed duly Executed and for a valuable Consideration convey to the said Thomas D. Harris dec'd the Lands first described in this Bill which were the location in part made on the said Warrant and as is described in this Bill and that the said Deed is duly recorded in the Counties of Madison and Union and will be produced on the hearing of this [all of which more fully appears by reference to Gregorys Power of Attorney to Ballard marked N. and Ballards assignment to Harris marked O. Copies of which are herewith filed and prayed to be taken as a part of this Bill] Your petitioners further represent that the said John Waller Johnston died in Lexington Kentucky on or about the 25th day of November A.D. 1862 That he left a will with a Mr Waller Lewis of Virginia, a Mr Waller Bullock of Kentucky, and his Brother Thomas B Johnston then of Virginia his Executors — That the said Waller Bullock and Thomas B. Johnston qualified as such Executors on or about the day.

of A.D. 1801 in the County Court of Fayette County Kentucky.
That the said Thomas B. Johnston was the only adm'g Executor under the
said Will. That the said Will provided that all the property of the said
John Walker Johnston not therein specifically devised, of which his interest
in the Forborn warrant was a part and not specifically devised, should
be sold and the proceeds thereof amongst his Brethren then living. That
the said Thomas B. Johnston on or about the day of A.D. 1801
in order to render a settlement between his Brothers estate and the said
Thomas D. Harris more easy in the Division of the Gregory and Forborn
Warrants did sell the interest of the said John Walker Johnston under the
said Will and by the direction and approval of the heirs of the said
John Walker Johnston dec'd in the said Forborn warrant, which was 1088 4/9
acres of land as aforesaid to the said Thomas D. Harris dec'd as aforesaid for
which the said Thomas D. Harris paid him the full value for the same
at the time of the sale, and that the said sum of Money so paid by the
said Thomas D. Harris. dec'd, was distributed by the said Thomas B
Johnston amongst the Brethren of the said John Walker Johnston in
pursuance of the directions of his said Will, That the said Thomas
B. Johnston and his Brethren and sisters who were William P. Johnston
Henry P. Johnston, Ann Key Childers who was Ann Key Johnston and
Benjamin Childers her husband Dorothea P. Minor who was Dorothea
P. Johnston and Thomas Minor jr her husband and Sarah Ann Johnston
all of whom were the heirs and legal Representatives of the said
John Walker Johnston dec'd. put off under different pretexts, from
Conveying the interest of their said Brother John Walker Johnston in
the said Forborn Warrant which was 1088 4/9 acres thereof. - and
also the interest of the said Thomas D. Harris in the said Gregory
Warrant which was 177 7/9 acres thereof as aforesaid, unto the said Thomas
D. Harris dec'd. until on or about the day of A.D. 1805
when they by letter to the said Thomas D. Harris dec'd directed him to prepare
a Special Warranty Deed from themselves as the Heirs of the said John
Walker Johnston, Conveying to the said Thomas D. Harris dec'd the Lands
first described in this Bill which Lands comprise the interest of the said
John Walker Johnston in the Forborn Warrant aforesaid, and that they
would sign and Execute the same and close at once the whole Business
between their Brother the said John Walker Johnston Dec'd and the said Thomas
D. Harris dec'd. That the said Thomas B. Johnston wrote the letter and acted
for himself and the said Heirs and by their direction and approval, and
that the said Thomas D. Harris did in pursuance of the said letter and in
pursuance of the Arrangement made between himself and the said Thomas
B. Johnston when they had personally met together prepared two or three
Special Warranty Deeds for the Execution of the said Heirs of the said John
Walker Johnston dec'd which your petitioners represent were never Executed
by the said Heirs from negligence, and on account of the distance apart
they lived and their removal to parts unknown, and your Petitioners would
here represent that the said heirs of the said John Walker Johnston have
never laid any claim to these Lands since so sold as aforesaid, but when
written to and requested to convey the same, that is those of them who are
known and living, the said Thomas B. Johnston and Henry P. Johnston
neglect and refuse to have any thing to do with them. - Your Petitioners would

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also here represent that soon after the death of the said John Waller Johnston that his said Heirs were ready and willing to convey unto the said Thomas D Harris dec^{d} his Two thirds of the said Gregory warrant which they never laid any claim to although it was patented to their testator, but were prevented from so doing from the fact of some of the heirs being under age at that time, and there was always an anxiety on their part to avoid a suit in Equity and Expence and to make a joint Deed to the said Thomas D. Harris dec^{d} for their said lands. Your Petitioners further represent that the purchase money due for the purchase of the said John Waller Johnstons interest in said Lands was fully paid and distributed amongst the said Heirs according to his said will and that the Expenses attending the locating and surveying of the said Gregory warrant was fully paid by the said Harris to the said John Waller Johnston, and that the said Thomas D Harris dec^{d} complied in every respect fully with the Contract entered into between the said John M. Gregory and the said John Waller Johnston marked A. - Your petitioners further represent that the said Thomas B. Johnson is still living in the State of Kentucky and that he has in his possession all of the papers of the said John Waller Johnston which would more fully explain the subject matter of this suit, and that he has in his possession papers and letters which have passed between himself and the said Thomas D. Harris dec^{d} which fully explains the sale to and purchase by the said Thomas D Harris dec^{d} of the interest of the said John Waller Johnston in and to the said Sorborn warrant of which papers and letters your Petitioners call upon the said Thomas B Johnston to produce upon the hearing of this cause. Your Petitioners have only the letters of the said Thomas B. Johnston to the said Thomas D. Harris dec^{d} in relation to the sale and purchase of the said John Waller Johnstons interest by the said Thomas D. Harris dec^{d} and in relation to the disclaiming of any interest by the heirs of the said John Waller Johnston in and to these Lands all of which is herewith filed and made Exhibits in this cause Marked **P. Q. R. S. T.**

Your Petitioners further represent that the said Lands first described in this bill were entered for taxation in the name of the said Thomas D. Harris dec^{d} in the year 1800 and that he continued to pay the taxes on the same from that time up to the time of his death which was in the year 1817. or there abouts and that it has been through the carelessness and negligence of his administrator that the taxes have not since been paid up to the death of the said Administrator which was within three or four years past. the original tax receipts for which said payments will be produced at the hearing of this cause. Your Petitioners further represent that on the original Warrants on file in the Land office at Washington City Copies of which will be produced in Evidence on the hearing of this cause are assignments which purport to have been made by John M. Gregory October 10th 1795 on the Gregory Warrant to John Waller Johnston, and on the Sorborn Warrant an assignment which purports to have been made on the same date, by Andrew Sorborn to the said John Waller Johnston, and both of which said assignments are attested by the same witnesses and on which said assignments the said Lands entered on the said warrants were patented to the said John Waller Johnston. — Your petitioners charge that the said assignments on the said warrants, were either made by the said John Waller Johnston to himself under a mistake as to his power and control over the said warrants under his said agreement with the said Gregory and Sorborn, or that he designedly, falsely and fraudulently made the same in order to obtain the patents on the same in his own name for the purpose of defrauding the said Thomas

D. Harris out of his interest in the said Gregory and Sorborn Warrants But this your petitioners do aver – that the said assignments on the said Warrants were never made by the said John M. Gregory on his own warrant, nor is it his signature thereto, nor was the said assignment on the said Sorborn warrant made by the said Andrew Sorborn nor is it his signature thereto, – and that the patents to obtained on the said warrants by the said John Wallis Johnston were either obtained by mistake or fraud on the Government as aforesaid, – and that all the power and controul which the said John W. Johnston ever had over the said warrants is expressed in his said agreements with the said Sorborn and Gregory (which are Exhibits **A** and **F** and his Correspondence with Harris marked **D** and **E**, which are again referred to) and that a long time before the issuing of the said Patents that the said John Wallis Johnston knew that the said Thomas D. Harris, dec[d] had purchased the claims of the said John M. Gregory and John Ballard to the said Gregory warrant as will be seen by the said correspondence between the said Harris and Johnston before referred to marked **D** and **E**, – and that a long time before the date of the said assignments on the said warrants that the said John M. Gregory had assigned and conveyed in his said Power of Attorney to the said John Ballard, to wit; on the 25th day of June A.D. 1798 all his right, title and interest in the said warrants to the said John Ballard, which said power of attorney was also a conveyance, and of course that the said John M. Gregory could not have made the assignment on the said warrant as aforesaid, and if he did it was fraudulent and void, reference is again here made to said Power of Attorney marked **N**, and further that at the date of the said assignments on the said warrants, to wit, on the 10th day of October A.D. 1799. The said Sorborn and the said Gregory were in the State of Virginia, and the said John M. Johnston in the North Western Territory as then called at the principal Surveyors office in Chillicothe where the division of the warrants between himself and Sullivant took place, and of course the said assignments could not have been made by the said Gregory and Sorborn on that day at that place, nor could it have been done in the State of Virginia, because they in that State resided in different Counties and some distance apart, to wit the said Gregory in the County of Charles City, in that State and the said Sorborn in the County of Prince George in that State, Reference is again here made to Johnstons letters marked **B** and **E**, and Sullivants letter marked **H. I. I.** Your Petitioners further represent that the said John Ballard resided as aforesaid in the County of Charles City and State of Virginia on or about the 7th of June A.D. 1800. that they have not been able upon enquiry to ascertain whether he is living or dead at this time, but they presume that he is dead from the lapse of time, that if he is dead, that his heirs and legal Representatives and their places of Residence are unknown to your petitioners Your petitioners further represent that the said Andrew Sorborn on or about the 18th of February A.D. 1806. resided as aforesaid in the County of Prince George in the State of Virginia, that they have not been able upon enquiry to ascertain whether he is living or dead at this time but they presume from the lapse of time that he is dead, that his Heirs and Legal Representatives and their places of residence are unknown to your petitioners Your Petitioners further represent that the said Lucas Sullivant died in the State of Ohio and left as his Heirs and Legal Representatives William L Sullivant, Michael L Sullivant and Joseph Sullivant who are now living in the County of Franklin in the said State of Ohio. – And your petitioners would further and

again represent that the said John Wallis Johnston died on or about the 25th day of November A.D. 1806. in the State of Kentucky, and that he left as aforesaid, as his heirs and Legal Representatives William G. Johnston, Thomas B. Johnston, Henry J. Johnston, Ann Key Childers who was Ann Key Johnston and Benjamin Childers her husband Dorothea P. Minor who was Dorothea P. Johnston and Thomas Minor jr her husband and Sarah Ann Johnston. and that by his will as aforesaid he left the said Thomas B. Johnston and Wallis Bullock as his Executors. That the said Thomas B. Johnston and Wallis Bullock are still living and reside in the State of Kentucky and that the said Henry J. Johnston is also living and resides in the State of Mississippi; and that your petitioners have not been able upon enquiry to ascertain whether the said William G. Johnston, Ann Key Childers and Benjamin Childers Dorothea P. Minor and Thomas Minor jr. and Sarah Ann Johnston are still living, or are dead. and that if they or either of them are dead your Petitioners would further represent that the Heirs and legal representatives of such of them as may be dead and the places of residence of their said Heirs and legal representatives is unknown to your petitioners Your petitioners further represent that the said John M. Gregory died in the State of Virginia sometime since, that he left as his Heirs and Legal Representatives his son John M. Gregory who is still living in the State of Virginia, and others who are unknown to your petitioners, both the names and places of residence. — Your petitioners would therefore pray, that the said Thomas B. Johnston; Henry J. Johnston, Wallis Bullock John M. Gregory; William L. Sullivant, Michael C. Sullivant Joseph Sullivant, and the Heirs of the said John M. Gregory dec'd whose names and places of Residence are unknown to your petitioners may be made parties defendants to this Bill, and that the said John Balance Andrew Borborn, William G. Johnston, Ann Key Childers and Benjamin Childers her husband Dorothea P. Minor and Thomas Minor jr her husband and Sarah Ann Johnston if they be living at this time may also be made parties defendants to this Bill, and if they or any of them be dead at this time, that the heirs and legal representatives of such as may be dead at this time may also be made parties defendants to this Bill. — And your Petitioners further pray that the writ of Subpoena may issue against such of the said Defendants as may reside in this State, and that this honorable Court will make such order in relation to notice of the pendency of this Suit, to such of the said defendants, as reside out of this State and to the said unknown Heirs and legal Representatives who are made parties defendants to this Bill, as they shall deem proper, and that the said defendants may be compelled to answer all and singular the premises, And your petitioners further pray that on the final hearing of this cause, that the said Thomas B. Johnston, Henry J. Johnston, William G. Johnston, Ann Key Childers and Benjamin Childers Dorothea P. Minor and Thomas Minor jr and Sarah Ann Johnston may be decreed to convey by Deed properly signed and executed the legal title to the premises first described in this Bill, that is those of them who are still living, and that the Heirs and legal Representatives of those of them that may be dead may also be decreed to convey by Deed properly signed and Executed the legal title to the premises first described in this Bill to your petitioners

Mary, E. Warburton. Thomas D. Harris. and William L. Spencer
Trustee for the said Virginia P. Radoe of the part. as tenants in common
entitled to one third part each, and for such other and further relief as
Equity, and good Conscience may require &c. By Counsel Thomas
Sol for Compts. State of Ohio Franklin County ss. Wendal Thomas
Attorney and Solicitor for the petitioners in the foregoing Bill who are
non Residents of this State, makes oath and says that he has no knowl
=edge of the names and Residences of the Heirs of John Ballard
Andrew Forbom. William J. Johnston, Benjamine and John M. Childers
Dorothea P. and Thomas Minor Jr. Sarah Ann Johnston. nor does he know
that they have heirs, and that the heirs of John M. Gregory other than the
one mentioned in the Bill are unknown to him. Wendal Thomas.
Sworn to and subscribed before me the 25th day of October A.D. 1845
A Patton Just Peace. Said Exhibit Marked A referred to in
the foregoing bill and thereunto filed reads in the words and
figures following, to wit: "Charles City Ct-ho, April 1st 1797 Rec.d of
Mr John M. Gregory Two Land Warrants for Twenty Eight Hundred
Sixty Six and two thirds acres for the purpose of Locating and
Surveying for which he the said Gregory is to give the said Johnston
one third part of the Land, and the said Gregory is to Defray all the
Legal Expenses attending the Locating and Surveying the same.
Nos of Warrants 4594 and 2627. John W Johnston Teste Edward
Timberlake. Said Exhibit Marked B referred to in the
foregoing bill and filed therewith. reads in the words and figures
following, to wit; "Kentucky Lexington, January 25. 1798 Mr John
M. Gregory, Sir. As I have been disappointed from revisiting Virginia
as I promised, and it is now equally uncertain with me when
I shall, I would advise you to come out yourself, I have had your
Large Warrant located and surveyed, the cost attending it will be
about £18. Virginia Currency. Your Small Warrant I cannot
do any thing with because it is one of those kinds, that is required to
be located in bodies of 40,000 acres, however, I can return it to you
and you can sell. Genl Putnam at the mouth of the Muskingum
River is the person who is appointed by Congress to do this Business
and will not receive warrants for a less amount than I have
mentioned which I consider a grievance, but such is the fact.
I wish you to come out as soon as possible as I am anxious
to put a finish to the Business, and you must not fail to bring
with you the amount as mentioned above, as Money is scarce
with me and without this Sum being previously paid to the
Locator and Survey or nothing at all in the Business can be
effectually done. Bring with you the Receipt that I gave you for the Warrants
I am Sir your most obt Servt R. H. Johnston" Direction "To Mr John M. Gregory Charles
City County Virginia." Said Exhibit Marked C. referred to in the forgoing Bill
and filed therewith, reads in the words and figures following, to wit: Lexington
August 3d 1797. "Mr Lucas Sullivant, Sir. I have to inform you that I have remo
=ved from this place to my old Stand Bardstown, where you must call to settle
our Business; but if it will not suit you to come there I must wait upon you
in Washington or elsewhere, but you must previously inform me of this
circumstance. The time that you promised to see me with the Entrys completed

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is now so long elapsed that I am truly alarmed about the business; I shall therefore expect to see you shortly, otherwise I must be at the further expense and trouble of waiting upon you on the subject. There is a friend of mine from Virginia who has lodged in my hands a Lieutenants Bounty which I promised to put into your hands for location. But he now begins to be rather clamorous about it, and I fear he will take it out of my hands and put it into Beasleys or some thus if you do not make your appearance shortly. My Dear fellow do let me beg your particular attention to this Business as you must be well aquainted that it was only from the good opinion that I had entertained of you that induced me to give you the preference in this Business. I am Dear Sullivant, your real friend and very humble servant J. W. Johnston" Post mark Lexington 16th N— Direction" Mr Lucas Sullivant Washington near Limestone" Rec'd by Sullivant Sept 12th & answered by Post" — The said Exhibit marked DD referred to in the foregoing Bill and therewith filed reads in the words and figures following, to wit; "Richmond July 24- 1800. Sir the Land warrants rec'd by you of John M. Gregory on the 1st day of April 1797 to locate and survey for his part the said Gregory paying all expenses of surveying, I have purchased and obtained agreeable receipt, the said Gregorys power of Attorney to John Ballard and the letters of assignment to me, all of which a friend of mine has enclosed to Mr Edmund Thomas your Register in order that we may come to an equal and fair Division agreeable to the terms of your receipt. — you will therefore please apply to Mr Thomas upon the upon the subject as I am anxious to divide the lands obtain a Patent and enter the land with the Territorial Auditor or Clerk of the Peace of the County where it lies and pay up the taxes due thereon or which may become due, as to the remaining 200 acres warrant in your hands. I have requested Mr Thomas through my friend Samuel McBrien of this place to receive and dispose of in order to raise an additional fund for defraying the expences which may attend the Business which I hope you will deliver to him and afford him any aid which may be necessary in finally securing the title, Mr Sullivant informs me that you have paid him about $40, for Locating & Surveying the large warrant, I wish to hear from you as to the situation of the land immediately and to be advised of the precise sum advanced by you on account of the same. — I hope that means are provided adequate for the payment of all Expenses in the hands of Mr Thomas; but should that provision fail, upon hearing from him and you, a remittance of your advances shall be made. — You may be assured that every thing on my part shall be done agreeably to your Bargain with Mr Gregory. — I am, Sir, your humble Servt Thomas K. Harris." Directed To Mr John W. Johnston, Lexington Kentucky. — Exhibit marked EE referred to in the foregoing Bill and filed therewith reads in the words and figures following, to wit; Lexington Kentucky, October 26th 1800 Sir — Your Letter of the 24th of July last never fell into my hands until the 24th Inst. owing to my being out of the line of Post, and being ill almost the whole Summer, Mr Gregorys warrant for a Lieutenants bounty, has been located and Surveyed of which circumstance I sometime ago advised him, But have not yet obtained Patents. I shall myself, be in Richmond early next Spring and would prefer a settlement with yourself as the Entries are so fixed, as not to enable an Agent well to settle with one. Not being furnished by Mr Gregory with any money, was compelled to change about with the Locator in such manner so as to come as near the number of acres that you required as possible, though this makes no difference, as the Land in that quarter are nearly all of the same quality, generally thin oak Lands some tolerable Bottoms, and some Barrens, it being so late

before the warrants came out, that the valuable Land was taken up. The Expenses will be about $66.- Brough upon settlement. I will Exhibit an exact Statement of the Expenditures.- A I discovered that the Treas's warrant would perish in my hands. I sold it for $20. pr hundred which was the best price given here. Mr Gregory's powers to me enabled me to do so. Mr Gregorys agreement with me was to defray all my Expenses, about this Business, so that the difference between the price of the Small Warrant, Sold & the current Charges. I am indebted £9..6..6½ to the Locator for which he has my obligation, which become due on the 1st Inst. The Patents I am informed have been ready since March last. But have not as yet fell into my hands. I have entrusted a Gentleman who has now gone to Congress from this Country to bring them out, and Immediately on the receipt of them I will advise you of it.- The Land in this quarter is generally valued at about 50 cts per acre but at present will not sell for any price owing to the extreme scarcity of money. There is a young man by the name of Sorborn who lives in Prince George County, who has a claim on me for 2111½ acres in virtue of part of a Captains Bounty; I wish you could buy this claim as it would make a settlement between us very easy, as your and his quantities are so bounded that it ~~xxxx xx~~ will be impossible to settle without the one or the others buying or selling a small peice, In case you should wish to his claim I will give you a short Statement of it.- He was entitled to a claim but did not know how to come at it after some difficulty I investigated the claim and obtained the warrant for which per agreement he was to give me 1000 acres of it, and the Locator is also to defray all expenses, which at the least will be $80. which must be refunded me with interest, before he and myself could settle. I merely mention this to you to govern you in case you should trade, as he is not well acquainted with Buisness of this kind, among other reasons why I wish you to purchase this claim is I judge you would speedily refund me my advances which I stand in great need of as money has become so scarce in this Country, that a person cannot travel without packing his accomodations.- The Locator agreed to throw in 200 acres in order to come at his proportion and to be immediately accomodated, which is so much gained between the two Bounties. This I judged was doing well for the two young men one of whom is a particular acquaintance and who I know would sell. I am Sir Your mo: obt Sevt J. W. Johnston. To Mr Thomas R. Harris. Richmond Virginia. Said Exhibit Marked F referred to in the foregoing bill and filed therewith reads in the words and figures following, to wit; Know all men by these presents, That I Andrew Sorborn of City Point in the County of Prince George and State of Virginia. Have this day engaged and employed John W. Johnston of the State of Kentucky, to have located and surveyed the Bounty Land due to the late Captain Peter Burns of the 6th Virginia Regiment, Services for the war, and provided he the said John W. Johnston recover the same, the said Andrew Sorborne, Binds and obliges himself his heirs, Executors or Administrators to give unto the said John W. Johnston his heirs or assigns one thousand acres of Land a part of the aforesaid Bounty for the said Johnstons Services for superintending the Location and surveying the same, also to allow to the Surveyor one third part of the aforesaid Bounty of Land for his services, and he the said Andrew Sorborn binds and obliges himself to pay all the legal fees and expenses attending the Location and Surveying the aforesaid Land.— In Witness whereof I have hereunto set my hand and seal this 25th day of March 1797. Andrew Sorborn Seal Teste Thomas R. Hayes Archie McWhinick. James Keane. Said Exhibit marked G, referred to in the foregoing Bill and filed therewith reads in the words and figures following

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to wit:- Articles of Agreement entered into this 4th day of May 1797- Between John Waller Johnston of the County of Fayette of the one part and Lucas Sullivant of the County of Mason of the other part, both parties of the State of Kentucky, Witnesseth that Whereas the said Johnston is now possessed of a Military Warrant No 4594 for 2666⅔ acres which warrant the said Sullivant hath agreed with said Johnston that him the said Sullivant will locate said warrant for the benefit of himself- and the said Johnston.- That is that the said Johnston doth hereby privilege the said Sullivant to act on said warrant as him the said Sullivant shall see cause and for his the said Sullivants services in so doing, the said Johnston doth agree to convey unto the said Sullivant his heirs or assigns one equal ⅓ part of the Land obtained by said Sullivant on said Warrant to be divided in quantity and quality, the Expenses on said Business both Legal and Contingent is to be proportioned and defrayed by the said Contracting parties in the same proportion as their interest in the Land, that is the said Sullivant to pay ⅓ and the said Johnston ⅔- which shall be due unto the said Sullivant in one Twelve months after the Land shall be Surveyed and returned to the Surveyors office. To the true and faithful performance of which each of the said Contracting parties doth hereby bind themselves their Heirs &c under the penal Sum of £500 Current money of this State, In Witness whereof they have hereunto set their hands and affixed their seals, this the day and year first above written Lucas Sullivant Seal J. W. Johnston Seal Signed, sealed & and acknowledged in presence of George Holloway, William Kenton, George Lewis."— Exhibit Marked H referred to in the foregoing bill and filed therewith, reads in the words and figures following to wit; Edmond January 13th 1800, Mr Ballard- By information of Mr Thomas D. Harris of this place I learn that you are the proprietor of a Military Warrant of 2666⅔ Acres, Issued in the name of John Rumford Gregory, That Warrant in was put into my hands by a Mr John W. Johnston of the State of Kentucky about 3 years ago to be acted upon by me under certain Stipulations Between Mr Johnston and Myself (That is) I was to have the one third part for Locating and Surveying said Warrant, and he was to pay or cause to be paide the Expenses on the same, The Business I have some time since completed and Mr Johnston hath paid me my fees &c for Surveying and hath the plotts in possession, I saw Mr Johnston sometime in the fall and he talked of being through this Country on Business, I have no Doubt but that Mr Johnston will bring with him your Notes which will explain for themselves their situation, However it may be Satisfactory to you, I State for your information that they are on the head waters of Darbys creek which as a water of Scioto and puts into the Scioto high up, I suppose they may be considered Lands of the 2d Quality in their neighborhood- They are remote from any Settlement at present and from 120 to 150 miles from the Ohio, I know not what to say is their value as from their situation they would not command the Cash, as high as they in fact might be worth to posterity at some distant period, they lay level enough for cultivation, they are clear of all disputes so far as I have been able to ascertain, except they should be effected by the Determination of Government on the reservation line, as that has not yet been designated or ascertained, and from different Constructions on the reservation law those lands will be near that line, So if you should dispose of those Lands it may be well ~~xxxxxx~~ Cautious with regard to your General sale, there being a lay on Lands in the Territory it may be well for you to engage some person to attend to your business in that Country, Considering this letter as

being a full statement relative to that claim, I can decide but observe if you wish any further information, that by writing by Post addressing me in the Town of Washington Kentucky, I shall Cheerfully serve you in that if in my power, I am Sir your Hum Sert Lucas Sullivant "Direction" Mr John Ballard – Charles City County Care of Mr Harris."— Said Exhibit Marked I referred to in the foregoing bill and filed therewith reads in the words and figures following, to wit; Chillicothe. N.W. Territory Sept 30th 1801. Dear Sir, In answer to yours of the 11th June which I have just received, I State that some time in the year 97 or 98 Mr John, H. Johnston then of the State of Kentucky put into my hands a warrant in the name of John Mumford Gregory for 2666⅔ acres of which for the Locating he agreed to give me the one equal third part in quantity and quality as soon as the nature of the Case would admit. I Surveyed and returned the same and he as agent for Mr Gregory assigned to me my proportion and settled with me the expenses, he paid Charges on the whole in the principal Surveyors office and took up the plats which I suppose he has yet in his possession as to the quality of your land I presume it may be called 2d rate as well as my recollection serves me they are on the waters of Darbys Creek or perhaps Songs or the waters of Bokes Creek, But what was the amount that Mr Johnston paid me I do not recollect, But I will write you more fully when I have recourse to my papers, I am now from home and cannot be exact, But from the remote situation of said Lands a Sale for Cash at any price almost is out of the question There is so much land for sale in this Country that it is but little object, If a sale could be made it would be by taking the greater part in Property (say Horses) But then it would be at a low price not higher than $1.00 or perhaps $1.25 per acre upon an average, as to your Land upon Rapids Creek, I am not acquainted with it and therefore can give no account, If you are willing to sell your lands on the terms mentioned or on any other terms you may point out, I am willing to offer them for sale for you— But in such case I would wish to deliver such property to some person either in this Territory or in Kentucky as having changed my place of residence and now settled with my family at Franklinton at the forks of Scioto, It would not be convenient to take charge of such property to deliver in Virginia, I am Sir yours respectfully Lucas Sullivant— "Direction" To Mr Thomas D Harris Richmond Virginia p Mail:— Said Exhibit Marked L referred to in the foregoing bill and filed therewith reads in the words and figures following to wit; Franklinton August 1st 1802, Mr Harris Sir, Yours of the 13th of May past have lately come to hand and for your information, I State, that the taxes on for the present year are this day due, the rate of taxation is 60 cts for 1st rate = 40 cts on 2d rate and 20cts on 3d rate land per 100 acres, If the tax is not paid by the 1st Monday in November the Law inflicts a penalty of 50 per cent on the amount of the tax the whole of which then goes on interest until the taxes is made or the land sold, By written contract with Mr John H. Johnston I am entitled to one equal third part in quantity and quality of the land surveyed on Sorboms and Gregorys warrants as a consideration of my services in locating said Warrants, I completed the Business and made a Return thereof to the principal Surveyors office in the fall of 1799, at which time Mr Johnston attended at the office and divided the plats and Surveys with me and at the same time received from the office the Ballance of the Surveys on Both Warrants, In the division with Mr Johnston of said Lands a plat of 1000 acres on Part of A Sorboms warrant, and two other plats amount

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-ing to 1466⅔ acres on Part of Gregorys warrant left me making in the whole 2466⅔ acres which Exceed the ⅓ part of the whole amount of the Two warrants so much 22⅔ Acres which difference was settled between Mr Johnston and Myself at the time of the Division. On those three tracts of Land assigned to me I have paid the tax for the year 1800 and I think for the year 1801 though of the Latter I am not certain not having my receipt for 1801 present. from my Duplicate of the Book of Sales there has been no Sales made of Lands in the name of Either Dorbon or Gregory. Yours of the 15th of May last is the second letter I have received from you. I did receive one from you some months ago. which I answered by post and am surprised that it did not reach you for I deposited it in the Post office myself However in answer to that and as much of the present as respects the Valuation and Sale of the Land in question. I represent as follows It is not Land of the 1st quality But I consider it in the 2d Class as to soil, and it is not in a settled part of the Country. but is yet a frontier. There is no probability of selling common Lands in this Country to an advantage and money is almost out of the question. Those who have got money can procure Land when and where they please - Those who purchase Land of the 2d or Inferior quality and that laying towards the frontiers are seldom of abilities to make speedy payments, they must generally have 1. 2 or 3 years to make payments, and then the greater part or perhaps the whole in trade - Horses have been considered a good trade with us though they are fallen. - I do presume that if your Lands was offered for sale on terms above specified that some lots of it might be sold perhaps for 9 or 10 Shillings per acre - But I do suppose that from 6 to 8 Shillings per acre to be a much better Calculation and on that score more certain to insure a speedy sale, as our Country have been represented in a very unfavorable point of view as to health, and the very great quantity of Land both Public & Private property now offering for sale and much there of of superior quality - Renders it a difficult matter to sell Lands unless they possess some local advantage - It is more than probable that I shall be in Richmond this winter, Yours Respectfully Lucas Sullivant. "Direction Mr Thomas D. Harris Richmond Virginia."

Said Exhibit marked M referred to in the foregoing Bill and filed therewith reads in the words and figures following, to wit; City Point February 18th 1806. Dear Sir. The indisposition of myself and family has kept me from seeing Major Taylor ere now, I hope I shall be able to go to Petersburg the last of this or the first of next week, for that purpose, and if it may be proper for me to give you a Deed for property I have never professed and hope never to have anything to do with, be assured I will do so - I shall ever wish to do what is proper but never concern with what I have nothing to do with, and if I am Cautious, it is because I have reason to be so - I wish you to say before I speak to Major Taylor that you will pay his fee, as I shall get his opinion to serve you. Excuse haste and believe me to be. Dear Sir your friend J. Dorbon T. D. Harris Esq "Level." Said Exhibit marked N referred to in the foregoing Bill and filed therewith, reads in the words and figures following, to wit; To all whom these presents shall come Greeting -. Know ye that I John M Gregory of Charles City County and State of Virginia for divers good causes and Considerations me thereunto moving. I do hereby nominate and appoint John Ballard of the aforesaid County, my lawful attorney and to vest him with every power and the fullest authority to act, perform, stipulate, agree, Bargain, transfer, and to execute my Deeds or other matters that he the said John Ballard shall think proper deem necessary or adjudge right in as full and ample a Manner as if I the said John M. Gregory was present and might

or could do, perform, execute, and the Law grant: hereby ratifying, confirming abiding by, any act, deed, bargain, sale, agreement, transfer, Stipulation, or thing whatsoever, that shall be made done or Executed by the said John Ballard especially for the particular purpose and intent of the said John Ballard in the Management, sale, Transfer and negotiating in any manner whatsoever the lands and premises that shall be located and surveyed under the two Land Warrants for twenty Eight hundred Sixty Six & two thirds acres, which warrants were delivered Mr John W. Johnston the 1st day of April 1797 for the purpose of locating and surveying — which said Warrants are Numbered 4594 the other 2627 the warrants and land being for the entire use and benefit of the said John Ballard to whom I have sold and disposed of all my right, title, claim or pretentions of claim whatsoever and hereby certify that I entirely relinquished the same meaning and it is understood between the parties to these presents that the powers hereto vested in the said John Ballard is for the special purpose and interest of the said John Ballard, transacting, Stipulating, transferring and Executing any Deed or Instrument touching the sale or or concerning the said Land or warrants whereby I shall not be made liable, and amenable to any person whatsoever, otherwise the greatest latitude of power is vested and intended to be hereby given unto him the said John Ballard in selling the said Buisness in any form or manner however, the said Warrants being granted for Military rendered by my father for land lying in the State of Kentucky, and Numbered as hereinbefore expressed. The said John M. Gregory paying all expenses as expressed in a Receipt given for the said Warrants by the said John W. Johnston. In witness I have hereunto set my hand and affixed my Seal this 23th day of June AD 1798 — and also the hand and seal of the said John Ballard is hereunto set the 25th day of June 1798 John M. Gregory (Seal) John Ballard (Seal) Signed Sealed & Delivered in presence of Wyatt Walker, Will=Graves. — Virginia Charles City County to wit: We Wyatt Walker and William Graves Justices of the peace for the said County do certify that this power of atty and article of agreement was this day Executed by the parties. Given under our hands and seals this 25th day of June A D 1798. Wyatt Walker, Will: Graves. Virginia. to wit: I do hereby certify that Wyatt Walker and William Graves Esqrs who sign the within certificate are justices of the peace for the County of Charles City and that full faith and credit ought to be given to all things by them certified as such. — Given under my hand as Governor and under the Seal of the Commonwealth at Richmond this 18th day of September 1798 James Wood (Virginia Seal) — Said Exhibit marked O referred to in the foregoing Bill and filed therewith reads in the words and figures following, to wit: To all whom these presents shall or may concern I John Ballard of the County of Charles City Attorney in fact for John M. Gregory have and do by these presents, assign and transfer unto Thomas D. Harris of the City of Richmond, all the right, title, Interest and Estate of, in and the Benefit of a Receipt dated the 1st day of April 1797. granted by John W. Johnston, for Two Military Land Warrants Nos 4594 & 2627. Containing Two Thousand Eight Hundred Sixty Six & Two thirds acres to the John M. Gregory being for Military Bounty of Land due from the State of Virginia, Hereby transferring and assigning to the said Harris in a full Complete and ample Manner all and all Manner of Benefit and advantage

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resulting from the Benefit of the said Receipt and warrants in as full ample manner as the said John M. Gregory might or could do agreeable to the powers vested in me for that purpose by virtue of the power aforesaid hereunto annexed and I do hereby agree and bind myself that I will at all times hereafter when thereunto required Execute any other or further instrument to the said Harris for the more effectual security of the right hereby intended to be conveyed in and to the warrants aforesaid and the lands on which they may be located subject however to the conditions expressed in the receipt before referred to. and I do hereby request that a Grant or Grants may be issued to the said Harris for the said agreeable to the true intent of the power aforesaid and of these presents. In witness whereof I have hereunto set my hand and seal in the City of Richmond this 7th day of June A D 1802. John Ballard Esq. Attorney in fact for John M Gregory. Teste Samuel McCraw. Said Exhibit Marked P referred to in the foregoing Bill and filed therewith, reads in the words and figures following, to wit; Spotsylvania July 6. -1801, Dear Sir, Discovering that there is some Buisness concerning land between my Brother Wm B Johnston Dec^d and you, that he had to locate for you and being in the Western Country last Spring the Patents fell in my hands which I now have in possession - But the difficulty arising is, all the Patents is ^issued in his name and as there is several Legatees besides myself and one under age else it might be easily obviated by making a joint Deed to you, this though somewhat difficult I will try if possible to do, as I wish to evade a Suit, I shall be glad to receive some advice from you, and try to settle the Buisness as friendly and with as little expense as possible. There is a Mr Sorrow of City Point that has buisness of the same nature, should be very glad if you or him could either buy or sell each others part so as to make the whole under one Settlement, and I at the same time would sell our part if we could agree; A letter to my address in Amherst County to Warminister Post Office will meet with my approbation, I should be glad to hear from you as quick as possible. Thomas B. Johnston, Mr Thos D Harris. - N. B. There is some of the legatees in Amherst (my place of residence) and some in this County you had better attend to this Buisness very soon as the land is liable to be sold for Taxes, T B Johnston, Direction To Mr Thomas D. Harris Richmond. - Exhibit Marked Q referred to in the foregoing Bill and filed therewith reads in the words and figures following, to wit; Amherst July 30th 1801. Sir, In in answer to your favour of the 19th Inst. I suppose the cause of the Patents ^issuing in my Brothers name was owing to the Plats and Certificates being assigned to him which appears from Copys of the Originals in my possession, I was also informed by Mr Davis last Spring in Kentucky (who brought out the patents and handed them to me) that while at Congress, he had received a letter from my Brother requesting him to have the patents ^issued in the original owners names but the Patents were ^issued some time before the letter came to hand, my Brother left a will with Mr Walker Lewis of Louisa, Mr Walker Bullock of Kentucky and myself Executors, the only part of the will that can relate to this Buisness (the Executors excepted) is the last clause where he says that all my property not particularly disposed of be sold, and equally divided among my Brethren, The names of my Brothers and Sisters are William Goodlow Johnston, Harry Goodlow Johnston Ann Key Childers who intermarried with Benjamin Childers, Dorothea Pompey Minor

who intermarried with Thomas Minor jr. and Sarah Dabney Johnston (Harry Goodlow Johnston is under age) The land I propose to sell you you want to know the quantity, price, Situation & quality. The quantity is about 11 or 1200. The price, Situation & quality was furnished you by a letter from my Brother dated Lexington Oct 26. 1800 which is all I know about it.— I suppose it is unnecessary to inform you that considerable expenses have accrued in executing this business and it appears from all the papers I have relative thereto that no Compensation my Brother was to have for his trouble, but was to be reimbursed his Expenditures as 1/3 of the Land goes to the Locator the other 2/3 to Mr Gregory or his assigns some unforeseen trouble has attended this business (a suit &c) which produce expence, I am equally anxious with you for a final and speedy close to this business and hope to meet with every assistance in your power where my information is short to produce Justice. I am Sir with Esteem Your Obt Servt Thomas B. Johnston. N. B. Living a considerable distance from the Post Office letters a considerable time before they come to hand "Direction" "To Mr Thomas D. Harris Richmond.— Exhibit marked R referred to in the foregoing Bill and filed therewith reads in the words and figures following, to wit; "Warminster October 9th 1801. Dear Sir.— Yours of 3d of Sept never reached me till the 3d of this instant in consequence of neglect of some person that it was forwarded by, you tell me the land is advertised for taxes and my part is $10. which I have enclosed you a draught on Messrs Brown, Reves & Co for. But I am afraid it will get there too late, without you have been so good as to send my part by the gentleman you mentioned you desired me to send you the dates and numbers of the Surveys Patents &c which I have done" a List of Surveys & Patents of John H. Johnston dec'd

Survey	1000	acres	Surveyed	26th	Nov.	1799	No	2981.	Patent	issued	19th January 1801
"	"	"	"	11th	Sept	1799	"	2982.	"	"	20th " "
"	1666⅔	"	"	27th	Nov	1799	"	2985	"	"	19th " "
"	1000	"	"	11th	Sept	1799	"	2984	"	"	20th " "
"	200	"	"	"	"	"	"	3679	"	"	" " "
"	"	"	"	30th	"	"	"	3784	"	"	19th " "

I am trying to get a power of Attorney to convey your lands to you which will be done shortly, as I shall answer for my Brother that is under age, an answer as soon as possible. So I end with haste. Thos B. Johnston. N.B. would beg that you would send the list you have seen. T. B. J. "Direction" To Mr Thos D Harris Richmond. Said Exhibit marked S referred to in the foregoing Bill and filed therewith reads in the words and figures following, to wit; Albamarle September 12th 1805. Dear Sir. When I returned from the Springs I was informed you had been to see me concerning that land business, which has cost me a deal of trouble and Expense, I have been tired out with writing to you and Enquiring for you and could never hear till now where you were — I am willing to do any thing that is lawful or right but never shall give myself as much trouble as I have had I am willing to have a friendly Suit but you must first deposit the money due, and pay all cost and be at all trouble, you had better consult with the other Gentlemen whether they will become a party to the Suit or not. — You have let so much time elapse since I sold you the land and expected to receive the money that I had rather take the land back, and that will prevent Mr Lorborn being a party, Mr Shelley says you told him some of the land was sold for taxes, that I think you ought to loose as you have had it in possession so long which prevented my attending to it, and Besides I remitted you ten dollars before I sold you the land which you said was my part of the

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The letter referred to here is found in Exhibit F.

tax then due. B... that as quick as pos... which makes the ... me of it speedily, ... enquire of Mr L... your next or desir... Mr Thos D. Harris ... foregoing ... with Albamarle ... come duly to ha... to answer yours ... Lorborn and my ... Exhibit F. ... on when I always ... of the parties con... will recollect I ... therefore prepare ... and all claiming ... that I should be ... Amherst County ... him a copy of ... never received ... a speedy notice ... To Mr Thos D. ... day of July 18... very in the Cou... in this case, ... continued and ... House on Fin... Plaintiff Ag... John Waller Lo... Thomas, Henry ... Benjamin Bu... Thomas Minor ... Mr Lorborn (... to Henry G. Jo... special purpos... come on to be he... the facts stated ... acts that are no... & take in & to the ... of Land mentione... and their heirs ... Henry G Johnston ... twenty one years ... to the com plain... the Bill to the ... that the Complain... the Trustees of Ann... -eth unto your ...

tay thro' me. Believe me Sir I wish for nothing but an amicable settlement and that as quick as possible. my youngest Brother has been of age upwards of two years. which makes the Buisness less difficult. You will please consider of it and advise me of it speedily. I am yours &c Thos B. Johnston. = N.B. Sir. would thank you to enquire of Mr C. Coupland how my Buisness in Boone is like to Spruce & inform me by your next or desire him to write to me and you will oblige your friend J.B.J. "Direction" Hon Thos D. Harris Richmond. — Said Exhibit marked I referred to in the ~~xxxxx~~ foregoing bill and filed therewith reads in the words and figures following to wit: Albamarle = November 3d 1815 Dear Sir - yours of the 15th & 29th of October come duly to hand But being some distance from home, it was out of my power to answer yours sooner - You requested me to inclose the agreement between Mr Yorborn and my Brother which I have done [For copy of the agreement enclosed see Exhibit F] - I think the mode you pointed out (which was the way we conducted on when I saw you) is the most expedient mode we can fall on, there is some of the parties concerned in Pentsylvania which you will have to write on - You will recollect I was to make you a Special Warranty, not a general Warranty therefore prepare your Deed in the former way, that is we relinquish our title and all claiming under us - Sir I would thank you if you remind Mr Yorborn that I should be glad to Execute his deed to him agreeable to the Decree of Amherst Court - I have advised him of it sometime since and likewise sent him a copy of the Decree. and am afraid that it has miscarried, as I have never received a scrape of a pen from him since, no more but I wish a Speedy which will much please your friend. Thos B. Johnston. "Direction" To Mr Thos D. Harris Richmond. And afterwards to wit: on the 30th day of July 1846 Complainants filed a copy of Decree of a decree in Chancery in the Court of Chancery of Amherst County Virginia as an Exhibit in this case, in the words and figures following to wit: "At a Court Continued and held by adjournment for Amherst County at the Court House on Friday the 29th day of August 1802. Andrew Yorbourne Plaintiff against Thomas Burford Johnson, Henry Johnson Ejector of John Waller Johnson Agnes Johnson, William Woodloe Johnson, Thomas B. Johnson, Henry G. Johnson. Ann Key Children who sue by Ann Key Johnson and Benjamin Children her husband Dorothea P. Minor who sues Dorothea P. Johnson and Thomas Minor jointly for her husband, and Sarah D. Johnson and others, Defendants In Chancery (Decree) Thomas B. Johnson is appointed by the Court Guardian to Henry G. Johnson an Infant Defendant under the age of 21 years for the special purpose of Defending him in this Cause and by Consent the same Came on to be heard on the Bill & Answer and the Defendants having acknowledged the facts stated in the Bill, It is ordered, adjudged & decreed that the Defendants that are now of age do convey by proper assurances in Law all their right & title in & to the said Two thousand one hundred & eleven and one thirdacres of land mentioned in the bill, by a Special Warranty against themselves and their heirs and those claiming under them only and that the Defendants Henry G. Johnston the Infant Defendant when he shall arrive to the age of twenty one years also convey as aforesaid which conveyances shall be made to the complainant at his own costs on his paying the $40. mentioned in the Bill to the Defendant Thomas B. Johnson, and it is further ordered & decreed that the Complainant pay the costs of this suit. (Bill.) To the Worshipful the Justices of Amherst County sitting in Chancery Humbly complaining Shew eth unto your worships, your Orator Andrew Yorbourne that he as the sole

heir and Representative of a certain Peter Dunn Deceased late a Captain in the War to the United States in the Virginia Line on Continental Establishment became entitled on the death of the said Peter Dunn to the said Dunns Bounty which was four Thousand Six hundred and Sixty Six and two thirds acres lying on the North West of the Ohio River Between the little Miami & the Scioto And your Orator being unacquainted with the Steps & forms necessary to be taken and pursued for Securing the claim empowered a Certain John Waller Johnson to obtain Grants for the said Bounty lands and to have the same located Surveyed and Patented according to Law for doing of which your Orator promised him one Thousand acres of the said Land and one third whole Four Thousand Six hundred and Sixty Six & two thirds acres for the Services of the Surveyor besides the legal cost attending the Granting & Survey=ing thereof which Services your Orator believes the said John Waller Johnson faithfully performed by which he became entitled to the portions of the said Land as above Stated and costs aforesaid which your Orator was always ready to Convey to him and pay whenever he Should receive the patents for his Lands. Your Orator further States to your Worships that the said John Waller Johnson on or about the day of November 1800 Departed this life having first duly made his will in writing leaving Walla Bullock of the State of Kentucky one of his Executors and Thomas Burford Johnson the other. Your Orator also States that the said Thomas Burford Johnson is the only acting Executor in this State. And that Henry Johnson Father to the said Waller Johnson deceased was sole heir & Representative to the said Waller Johnson deceased and the said Henry Johnson departed this life intestate on or about the day of May 1802 Leaving Agnes Johnson his wife also Children, to wit; William Goodloe Johnson, Thomas B. Johnson, Henry G. Johnson. Ann Key Childers who was Ann Key Johnson and Benjamin Childers, Mary G. Conner her husband, Dorothea P. Minor who was Dorothea P. Johnson and Thomas Minor Junr. her husband and Sarah Ann Johnson who are the joint heirs of Henry Johnson deceased, who your Orator prays may be made defendants and their husbands; and have postponed themselves of the Estates and other title papers of the said Bounty lands aforesaid which your Orator well hoped they would have conveyed or assigned to him, or so much thereof as he is entitled to after deducting what the said John Waller Johnson and the Surveyor were to have for their Trouble and Services and which in equity and good Conscience they ought to have done, but so it is may it please your Worships that the said Defendants combining & confederating to and with divers other persons to your Orator unknown who when known he prays may be made party Defendants with proper words to charge them, how to injure & oppress your Orator the said Defendants & Confederates respectively refuse to deliver up the said Patents and other title papers of the said land or to secure to your Orator by any legal Conveyance or assurance whatsoever that proportion of the land after deducting their said deceased Brothers one thous=and acres, and the one third of the whole for the Surveyor which deduction would leave your Orator, Two thousand one hundred and Eleven and one third acres pretending that the said John Waller Johnson made no location on account of or for the benefit of your Orator, Then they admit that he did make the location. but it was as assigned of your Orator, and that he fully compensated your Orator for your Orators right to the said Bounty lands, whereas your Orator charges the truth to be as he has already stated in this his Bill. and prays to refer your Worships to the Contract above stated

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and that the same may be taken as a part of this his Bill all which actings and doings of the said Defendants & confederates are contrary to Equity & Good Conscience and tend to the injury and oppression of your Orator, in tender consideration whereof and for that your Orator is remediless in the premises and only relievable in Equity to the end thereof, that the said defendants & confederates may true full and direct answer make upon their respective corporal Oaths to all the things aforesaid as if the same were here again repeated, and they thereunto particularly interrogated and more especially that they may discover and set forth whether be such a contract as your Orator has stated and whether they have not repeatedly refused to deliver up the patents of the said lands to your Orator or to consent to seize any part of the said land, and their reasons respectively and that they may be compelled by a decree of this worshipful Court to convey and assign to your Orator the said Five thousand one hundred and Eleven and one third acres of land aforesaid and that your Orator may have such other and further relief in the premises as the nature of the case shall require and as to your Worships may seem meet, may it please your Worships to grant to your Orator the Common writ of Subpoena &c Harris for the Complt. — Answer. — And at the same day to wit: came the Defendants & filed their answer in the words and figures following. — The joint and several answer of Thomas Burford Johnson, William Goodloe Johnson, Henry Goodloe Johnson by Thomas Burford Johnson his Guardian, Dorothea Dupuy Johnson and Thomas Minor jun[r] her husband, Ann Key Childers and Benjamin Childers her husband, & Sarah Ramsay Johnson to a Bill of Complaint exhibited against them in this worshipfull Court by Andrew Johnson Complainant or to so much thereof as they advised is material for them to answer. Answer and say true it is that they are the joint heirs of the said Henry Johnson dec[d] their late father who was the sole heir & representative of John Hallen Johnson dec[d] as such have possessed themselves of the Patents for the whole of the said bounty lands, they further acknowledge that there was such a contract as the Complainant states and that he is entitled to the said Quantity of two Thousand one hundred & Eleven and one third acres of land aforesaid and that they have always been ready and willing to convey and assure the same to him on his quitting claim to the residue and paying forty Dollars the cost of locating and surveying the same and were only anxious to have the sanction of this or some other competent tribunal for their proceeding they are perfectly willing that a decree shall be entered according to the prayer of the Bill they deny all combination and fraud and pray hence to be dismissed with their reasonable costs. Harris for Defendants

William G Johnson
Tho[s] B Johnson
Ann Key Childers

Benjamin Childers
Dorothea P Childers Minor
Thomas Minor jun[r]
Sally A Johnson

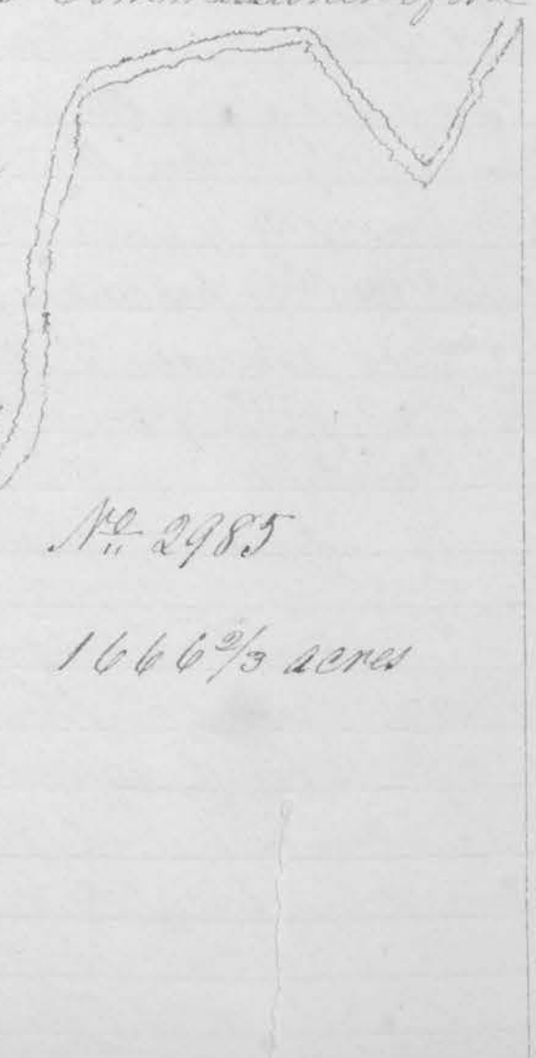
Answer. — And on the same day came the Defendant Agnes Johnson and filed her seperate answer which is in the words & figures following: A seperate Answer of Agnes Johnson widow and relict of Henry Johnson deceased to a bill of Complaint exhibited against her and others in this worshipful Court by Andrew Johnson Complainant or to so much thereof as she is advised are material for her to answer. Answer and

day true it is that she is the widow and relict of Henry Brown deceased She further acknowledges that there was such a contract as the Complainant States & that he is entitled to the said quantity of Two Thousand six hundred and Eleven & one third acres of land and that she relinquishes all right of dower to said land, and has always been ready & willing to convey & assure the same to him on his quitting claim to the residue & paying forty dollars the cost of locating & surveying and wrongly supposes to have the decision of this or some other Competent tribunal for her proceedings She-are perfectly willing that a decree should be entered according to the prayer of the Complain=ants Bill She denies all combination & fraud and pray to be dismissed hence with her reasonable cost &c. Agnes her Johnson mark

State of Virginia Amherst County, to. I Samuel Pair Clerk of the County Court for said County of Amherst do hereby certify that the foregoing transcript is a true and accurate Copy from the records now in my office. In testimony whereof I have hereunto set my hand and affixed (Seal) the Seal of the County Court of said County of Amherst This 3rd day of August 1843 Sam'l M Pairbank.

State of Virginia I Henry L Davies presiding Justice of the Peace in Amherst County &c. The County aforesaid, in the State aforesaid do hereby certify that Sam'l M. Pairbank who hath given the preceding Certificate is Clerk of the County Court of Amherst, that the foregoing Signature purport=ing to be his is genuine, And that full faith and Credit are due to his official acts as such, Given under my hand this 3rd day of August 1843 Henry L Davies J.P. — And afterwards to wit on the 30th day of July A.D. 1846, Complainant filed a certified Copy of Warrant No 4792 in the name of Andrew Forborn for 4666⅔ acres and a plat and Copy of Survey No 2985 and Copy of assignment on the Survey in the words and figures following, to wit General Land Office, September 2d 1843. I, James Shields Commissioner of the General Land Office do hereby certify, that the annexed are true and literal exemplifications from the files of this Office In testimony whereof, I have hereunto subscribed my name and caused the Seal of this Office to be affixed at the City of Washington on the day and year above written. (Seal) James Shields Commissioner of the General Land Office.

Surveyed for Andrew Forborn heir at law of Peter Dunn dec'd 1666⅔ acres of land on part of a Military Warrant No 4792 on the upper side of Beadle's Creek, beginning at two Hackberries and a Cherry tree upper corner to John Gibsons Survey No 2682, running up the creek N. 23 E 0.60. N 80 E 0.46. S 41 E 0.60. S. 6 W. 75. S 63 E 130. N 49 E 0.30. N. 30 E 0.40. N 75 E 0.42. S 37 E 0.100 S. 70. E. 0.90. N. 51. E 0.110. N. 15. E. 100. N 75 E 23 poles to a Black walnut and ash thence N. 78 E. 77 poles to two Elms thence S. 37. E. 4.05 poles to three Black oaks, thence S. 53 E 2.70 poles to the beginning Given Military 1846 David Thompson Surveyor November 2d 1797 William Crawford C. C. Samuel Roberson Mkr.



No 2985

1666⅔ acres

Examined and
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Entered and recorded April 2nd 1798. Richard C. Anderson S. ——

For a valuable consideration received from John Walker Johnston I do hereby assign to him all my right title interest & property claim and demand of the within plat and certificate of land as witness my hand the 10th day of October 1799 Andrew Forborn

Test David Stewart

John Crow.

Land Office Military Warrant No 4792.

To the Principal Surveyor of the land set apart for the Officers and Soldiers of the Commonwealth of Virginia. This shall be your Warrant to Survey and lay off in one or more Surveys for Andrew Forborn, heir at law of Peter Dunn his heirs or assigns the quantity of Four thousand Six hundred Sixty Six & 2/3rds Acres of Land due unto the said Andrew Forborn in consideration of Peter Dunn's Services for the war as a Captain of the Continental line agreeably to a Certificate from the Governor and Council which is received into the Land Office.

Given under my hand and seal of the said Office this fourth day of April in the year One thousand Seven hundred and ninety Seven

Wm Price. R.L. Off. And afterwards, to wit; on the 30th day of July 1846 Complainants filed the following copies of Surveys No. 2984 and No 3679 on warrants No 4594 and assignments, as Exhibits in this Cause in the words and figures following to wit; General Land Office September 2nd 1843. I James Shields Commissioner of the Land Office do hereby certify that the annexed are true and literal Exemplifications from the files of this Office, In testimony whereof, I have hereunto subscribed my name and caused the seal of this office to be affixed at the City (Seal) of Washington on the day and year above written Jas Shields, Com=missioner of the General Land Office. Surveyed for John M. Gregory heir to John Gregory dec'd 1000 acres of land on part of a Mil=itary Warrant No 4594 on the waters of Bokes Creek, a branch of Scioto beginning at a Beach, Sugar tree, and ash, South west corner to Bayley and Merrimans Survey No. 3235 South East corner to said Bayley and Merri=mans Survey No 3236 and North East corner to Andrew Forborns Survey No 2982 running with Forborns line S 7 E. 400 poles crossing a branch at 40 and one at 340 poles to a Sugar tree and Hickory South East Corner to said Forborns Survey North East corner to Peter Manifolds Sur=vey No 2832 and North west Corner to Daniel Duncans Survey No 3443 thence with Duncans line S 83. E 400 poles crossing three branches to an ash red oak, and Elm, North East Corner to said Duncans Survey, and South west Corner to Bayley & Merrimans Survey No. 3239. thence with their line N. 7 E. 400 poles

poles crossing a branch at 210 poles to an ash Lynn and Sugar tree North West Corner to Bayley and Merrimans Survey No. 3232 and South East corner to said Bayley & Merrymans Survey No. 3235. Thence with the line of the last mentioned Survey N. 83 W. 400 poles to the beginning. Philip Mechlenburg
Robert Silver
Abraham Ruddle Mkr

Lucas Sullivant D. S.
September 11. 1799
Exam'd & Rec'd Sept. 16. 1799
Richard Anderson. S.

For a valuable consideration received of John Waller Johnston I do hereby assign to him all my right, title, interest, property, claim and demand of the within plat & certificate of land the 18th day of October one thousand seven hundred and ninety nine as witness my hand Seal
Teste David Oswald
John Gregory
John Arrow.

Surveyed for John M. Gregory, heir to John Gregory dec'd 200 acres of land on part of a Military Warrant No. 4594, on the waters of Darby creek, beginning at two hickories and a white oak upper back Corner to William Browns Survey No. 478 and in the lower line of Charles Simms Survey No. 1187 running with Browns line S. 37 E. 179 poles to two sugar trees in Browns line thence N. 53 E. 179 poles to an Elm and sugar tree thence N. 37 W. 179 poles to two ashes in Simms line thence with said line N. 53 W. 179 poles to the beginning.

No. 3679
200 acres

Daniel Thompson
William Crawford C.C.
Samuel Robinson Mkr

Lucas Sullivant D.S.
Sept 11. 1799
Examined & Recorded 16 Sept 1799
Richard Anderson. S.

For a valuable consideration received of John Waller Johnston I do hereby assign to him all my right title interest, property, claim and demand of the within Plat & Certificate of land as witness my hand the 18th day of October 1799 Test David Oswald
John Arrow
John M. Gregory

And afterwards to wit: on the 30th day of July 1846 Complainants filed a certified Copy of Military Land Warrant No. 4594 as an Exhibit in this cause in the words and figures following, to wit: "General Land Office September 2nd 1845. I James Shields Commissioner of the General Land office, do hereby certify, that the annexed is a true and literal exemplification from the files of this Office, In testimony whereof I have hereunto subscribed my name and caused the Seal of this office to be affixed, at the City of Washington on the day and year above written. Jas Shields Commissioner of the General Land Office
Land Office Military Warrant No. 4594. To the Principal Surveyor of the Lands set apart for the Officers and Soldiers of the Commonwealth of Virginia, &c. This shall be your warrant to Survey and lay off for one or more Surveys for John Mumford Gregory heir at law to John Gregory his Heirs or assigns the quantity of two Thousand six hundred 66⅔ acres of land, due unto the said John Mumford Gregory in Consideration of said J. Gregory Services for the war as a Lieutenant in the Virginia Continental Line agreeable to a Certificate from the Governor and Council received into the land

Office. Given u
19th day of Nov
-tion received of
right, title, in
as witness my
Teste David Os
John Arrow

And afterwards,
on the 30th day
Cause, an exem
1798
June 5th } John Ar

To Genl
To 3 Entry
To cash
1799 To Genl
5 80/ To Cash
To 2 Entry

And afterwards
to wit: on the
following Tax o
October 13th 180
Cents & three Mills
& One on 1000 acres
Ross County Entries
$17.04. 3

Whereof the
Gregory Dec'd by Jno
for the Tax for the
2nd rate land on
of Jno M. Gregory.
$10.22.4

To the County
Ninety Nine acres
of Jno M Gregory
-ty, for the year
for Jno M. Gregory
as near in a Squa
199 acres John
Lands. Chillicothe
November 11. 1803.
To Thos D Harris.
Teste Moses Levi

Office. Given under my hand and the seal of the said Office this 9th day of November in the year One Thousand Seven hundred and ~~ninety~~ xxxi 92. Charles Lewis R.S. Off. For a valuable consideration received of John Walker Johnston I do hereby assign to him all my right, title, interest, property, claim and demand of the within Warrant as witness my hand the 10th day of October 1799. Jno M. Gregory
Teste David Ewalds
John Brown

And afterwards, to wit: on the day and year herein aforesaid. To wit; on the 30th day of July AD 1846, Complainants filed as an Exhibit in this Cause, an account in the words and figures following, to wit;

1798 June 5th } John M. Gregory

To Lucas Sullivant Dr

To Genl account for Surveying 1466⅔ in 2 Surveys	$12.9
To 3 Entrys 3 Copies & 2 Certified Plats	$ 1.00
To Cash Advanced to woodsmen	$11.00
1799 To Genl account for Survey 1200 acres in 2 Surveys	$11.94
1800 To Cash advanced for woodsmens wages	9.00
To 2 Entrys 2 Copies 2 Certified Plats	1.17
	$.46.70

Errors Excepted Lucas Sullivant Dr

And afterwards, to wit; on the day and year last herein aforesaid to wit; on the 30th day of July 1846 the Complainants filed the following Tax receipts as Exhibits in this Cause, to wit; Chillicothe October 13th 1801 Rec'd of John M. Gregory by Thomas Gibson Seven Teen Dollars four Cents & three mills in full for the Tax for the years Eighteen hundred & Eighteen Hundred & One on 1800 acres 2nd rate land upper side Deacles Creek & 666⅔ acres 2nd rate Do. Creek Ross County Entered & Surveyed in the name of John M. Gregory.

$17.04.3 Hen: Mafie Collector U.M.D.

Chillicothe October 13th 1801 Rec'd of John M. Gregory heir to Jno M Gregory Dec'd by Thomas Gibson Ten dollars Twenty two cents & four Mills in full for the Tax for the years Eighteen Hundred & Eighteen Hundred & one, on 1000 acres 2nd rate land on waters of Bokes Creek Ross County entered & Surveyed in the name of Jno M. Gregory heir to John M. Gregory Decd

$10.22.4 Hen: Mafie Collector U.M.D.

To the County Surveyor of Ross. I Hereby Certify, that One Hundred and Ninety Nine acres of Land was this day sold unto George Clark part of a tract of Jno M Gregory Hrs to Jno Gregory acres, for the tax and penalty and thereon for the year Eighteen hundred and two. Waters of Bokes creek entered for Jno M. Gregory to be taken out of the North Westerly Corner, and as near as square as the situation of the tract will admit of.

199 acres John Carlisle Collector of the Taxes on the Virginia Army Lands. Chillicothe 8th day of November, 1803. Said last Receipt is indorsed November 11. 1803. I assign without recourse my Interest in the within Certificate To Thos D Harris. George Clark
Teste Moses Wright.

Tax on 199 a	4	
50 p 6	2	— 6
60 p Cent on sale		3.60
		$ 9.60
No 1		28.58
No 2		6.00
No 3		

No 4 ———	5.72
Taxes 4c	49.90
3 Transfers at 12½ cents Each	3.75
	50.27
By cash	40.00

Received Chillicothe November 10th 1803 from John M Gregory by to John M Gregory forty dollars fifty one cents five mills the tax in full for the years 1800, 1801 & 1802 with 50 per cent. also one dollar and twenty cents the tax in full for the present year on 200 acres 2d rate land on waters of Darby creek for Robert Means for Thomas D Harris.
$5.71.5 John Carlisle Collector O. A. Lands
200. a. Taxes in full paid
1000 a. sold for one years taxes
No 2 Chillicothe November 11th 1803 Received from Andw Sorborn by to P Dunn by Robert Means Twenty two dollars fifty seven cents five mills for the taxes of the years 1800. 1801, and 1802, with 50 per cent also six dollars in full for the preisnt year with 50 per cent on 1000 acres 2d rate land Deades Creek. John Carlisle, Collector Lands
$28,93¾5 9c paid for Transfer.
No 2 Received Chillicothe November 11th 1803 from John M. Gregory by to John Gregory by Robert Means Six dollars being in full for the year 1803 with 50 per cent on 1000 acres 2nd Rate land on the waters of Bokes Creek.
$6.00— 9c paid for Transfer on the Auditors Books. John Carlisle. Collector. O. A. Lands
666⅔ in the name of Jno M. Gregory on Deades Creek & 200 acres in same name on Darbys Creek,—and 1000 acres in the name of Andrew Sorbourn on Darby has been paid and is charged to me for the years. 1800. 1801. 1802 & 1803. Lucas Sullivant. Memo dr If Mr Means should not find the 666⅔ acres in the name of A Sorbourn entered on the lists in Ross county for Taxation, to wit: with Mr Carlisle — It will then be proper to enter them with the Clerk of Franklin County which is the County where the land lies, It will be proper to enter it in the name of Mr Thos. D. Harris & at the same time specify in whose name it was originally entered to the Surveyor. and It will then come out on the duplicate for Tax for the year 1804. and the additional arrerages. Thomas D Harris Lands & Receipts for taxes, paid by R. M. to wit $50.37

Cr By cash	40
Due R. M.	$ 10.37

No 3151 of 666⅔ on Deacles Creek }
No 2980 of 800 acres on Darby creek } In the name of Jno M. Gregory
No 2983 of 1000 acres on D in the name of A Sorbourn has been paid & charged to me for the years 1800. 1801. 1802 & 1803.
666⅔ in the name of Peyton Samuel is sold & no other Lands agreed for.
Received Chillicothe March 31st 1803 from Thomas D. Harris by Robert Means Eleven dollars being the tax in full for the year 1804 on the following Lands Viz
No. 3679 200 acres Jno M. Gregory hr vc waters of Darby creek
2984. 1000 Do waters of Bokes creek
2985. 1000 acres Andw Sorborn hr vc Deacles creek
$11.00 John Carlisle Collector O. A. Lands
Received Chillicothe August 7th 1803 from Thomas D. Harris (by Robert Means) Eighteen Dollars Sixty three cents and three mills the tax in full for the present year on the following tracts of Land Viz.

No
3679
2984
2985
$18.63.3

Chillicothe
per Jno Carlisle
Tax in full for
to wit: No
3679
2984
2985

Collectors Offi
Received of
of tax due on
hundred and
No Entry No
3679 " " 2
× 3984 " " 100
× 3985 " " 166
(ought to be 2985)
2984
State of Ohio,
The Estate of
1817
December 17.
" 31. Jo
1818
January 19 Co
Darby Brown
To
Harris deceased
the Collectors rec
tax for non pa
0818. Although
me of the Estate
but under exis
date of the in
the Estate may
you to pay the
mond. Virginia
2 Am. Dean for
And afterwards,
day of October
Plaintiff it is
substance of
weeks in the "
to the next Ter
And afterwards
Term of said

No.	A:	acres	Rate	
3679	——	201 ——	2nd	Darby Creek Waters
2984		1000	2nd	Bokes Creek Waters
2985		1666⅔	2nd	Treacles Creek
$18.63.3		For John Carlisle Collector U. A. Lucas		William Irwin

Chillicothe November 7th 1806 Received of Thomas D. Harris per Jno Carlisle Esqr, Eighteen dollars sixty three cents and three mills the tax in fee for the present year on the following tracts of 2d rate Land to wit. No Entry No acres. For whom Entered

3679	200	John McGregory heir to Jno McGregory deceased	Waters of Darby Ck 1.30
2984	1000	do	Waters of Bokes Ck 6.50
2985	1666⅔	And Sorbon heir to Peter Dunn	Treacles Creek 10.83.3
		Thomas Scott Coll. 2d Coll. District	18.63.3

Collectors office. Chillicothe July 26th 1807
Received of Thomas D Harris by the hand of Robert Means the full amount of tax due on the following described Lands for the year one thousand eight hundred and seven, viz.

No Entry	No acres.	Rate.	for whom entered.	Water course	Dls. Mn
3679	200	2d	Jno McGregory heir &c	Wrs of Darby	1.30
× 3984	1000	2	Do	Wrs of Bokes creek	6.50
× 3985	1666⅔	2	Andrew Sorborn	Treacles creek	10.83.3
(ought to be 2985)		Received payment			18.63.3

2984 A. D. Williams Collector of 2d collection district in the State of Ohio.

The Estate of Thomas D. Harris, deceased
In Account with Walter Dunn

1817 December 17.	To Balance in Mr. Dunns favour as per a/c rendered		$ 9.38
" 31.	To cash paid Sayes on land of the Estate in Ohio for 1817		64.50
1818 Jany 19	To amount in favour of Walter Dunn		$ 73.88

Dabney Browne Esqr Chillicothe January 19th 1818
Dear Sir, I have paid the tax on the Lands of Thomas D Harris deceased for the year 1817 amounting to $64 50, and have inclosed the Collectors receipt, Paid this to prevent a penalty of 100 per cent on the tax for non payment which would have accrued on the 1st January 1818. Although at the same time it was uncertain from the account you gave me of the situation of the Estate, whether I would be immediately refunded but under existing circumstances, I thought I would risk it for the sake of the infant children of an old acquaintance, I trust however that the Estate may be in funds to repay me; in which case, I have to request you to pay the amount of my account $73 88/100 to John Graham Esqr of Richmond, Virginia. whose receipt will be sufficient against me. I am very respectfully Dear Sir Your mo: ob: Servant. Walter Dunn.

And afterwards, to wit; at the October Term 1845, of said Court, to wit; on the 28th day of October 1845 On Motion to the Court by Mr Thomas Counsel for the Plaintiff it is ordered that notice of the pendency of this suit and of the substance of this Bill, and prayer thereof be Published for six consecutive weeks in the "Eaglet" a newspaper published in the County of Union previous to the next Term of this Court to which time this cause is continued;
And afterwards, to wit; on the 14th day of April 1846, at the April Term of said Court 1846 This day came the Complainants and prove

publication of the notice of the of this suit as heretofore ordered, and thereupon it is ordered that this cause be continued said notice and proof of the publication thereof, filed April 14th 1846 reads in the words and figures following, to wit; Chancery Notice In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio: at their October Term A.D. 1845 Thomas B. Johnston, Henry G. Johnston Waller Bullock and John M. Gregory are hereby notified and John Ballard, Andrew Forborn, William G. Johnston, Ann Key Childers, Dorotha P. Minor and Thomas Minor Jr. and Sarah Ann Johnston, if they may be living at this time, are also hereby notified, and if they be dead at this time, their unknown heirs, and legal representatives are hereby notified and the unknown heirs and legal representatives of John M. Gregory, deceased, are also hereby notified, that on the 28th day of October A.D. 1845, Mary P. Warburton Thomas D. Harris, John W. Edloe, Virginia P. Edloe, and William L. Spencer Trustee of the said Virginia P. Edloe all of the State of Virginia filed in said Court a Bill in Chancery against the said Thomas B. Johnston Henry G. Johnston Waller Bullock and John M. Gregory, and also against the said John Ballard, Andrew Forborn William G. Johnston Ann Key Childers and Benjamin Childers Dorotha P. Minor and Thomas P. Minor Jr. and Sarah Ann Johnston if they be living, and if they may be dead, against the unknown heirs and legal representatives of such of them as may be dead, and against the unknown heirs and legal representatives of John M. Gregory, deceased, the object and prayer of which said bill is, that the said Thomas B. Johnston, Henry G. Johnston, William G. Johnston Ann Key Childers and Benjamin Childers, Dorotha P. Minor, and Thomas Minor Jr. and Sarah Ann Johnston, or such of them as may be living at this time, and that the heirs and legal representatives of such of them as may be dead at this time may be decreed to convey by deed duly executed and signed the legal title to the following described premises, to the said Mary P. Warburton Thomas D. Harris and William L. Spencer, Trustee, to wit: Survey No. 2984 for 1000 acres of land entered in the name of John M. Gregory, on the waters of Bokes creek, Union County, Ohio Survey No. 3679 for 200 acres of land entered in the name of John M. Gregory on Darby Creek, Madison County Ohio, and survey No. 2985, for 1666⅔ acres of land entered in the name of Andrew Forborn, on Darby creek, Madison County Ohio, which said Surveys were patented to John Waller Johnston on or about the 19th or 20th of January A.D. 1831, and the said Thomas B. Johnston, Henry G. Johnston, Waller Bullock and John M. Gregory are further notified and the said John Ballard Andrew Forborn William G. Johnston and Ann Key Childers and Benjamin Childers, Dorotha P. Minor and Thomas Minor jr. and Sarah Ann Johnston if living are further notified, and the unknown heirs and legal representatives of such as may be dead, are further notified, and the unknown heirs and legal representatives of John M. Gregory deceased 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 Mary P. Warburton Thomas D. Harris John W. Edloe, Virginia P. Edloe and William L. Spencer at the next Term or after the Expiration of said sixty days, will apply to the said Court to take the matters of the Bill as confessed and to decree thereon accordingly. W. Thomas Sol for Complt. Oct 28. 1845. —— Before me a Justice of the Peace in and for the County of Union and State of Ohio personally appeared Gustavus A. Cabrie and made Solemn oath that the notice hereto attached, was published for six Consecutive weeks next after the 28 and that said N Ohio. G. A. Cab day of April A Bond heretofore in Chancery if Ohio. in the Bon County, Ss. To th you that you Joseph Sullivan Pleas at the Bon answer a Bill Mary P. Warbur ants; under the this writ. Gi Bonn this 28 Com Pleas. An the Sheriff of U endorsed as follo and Joseph Sel afterwards, to w said Court: Thi and moves the = endant to this = motion at the Starling filed Oc to wit; Gyne sworn deposes = siderable por in the Court of = burton, Thomas Henry G Johnston of and claimed = That said Comp vesting in them as deponent is a and probably wo after a decree th of these Complain = nts cannot be d inasmuch as in a against deponent the just and reas an order that a party defend Bill shall be t before me this 1 to wit: on the 29 cause came on to of which the Cour

next after the 28th day of October AD 1845 in a newspaper called the "Eagle" and that said Newspaper was during that time printed in the County of Union Ohio. G. A. Capil pub. Sworn to and subscribed before me the 14th day of April AD 1846 James Farnu JP

And heretofore to wit: on the 28th day of October A.D. 1845 A Subpoena in Chancery issued and was delivered to the Sheriff of Franklin County Ohio, in the words and figures following, to wit: The State of Ohio Union County ss. To the Sheriff of the County of Franklin, Greeting. We command you that you Summon William S. Sullivant, Michael L. Sullivant & Joseph Sullivant to appear before the Judges of our Court of Common Pleas at the Court House on the First day of the Term next ensuing to answer a Bill in Chancery, Exhibited against them & others by Mary E. Pearburton, Thos D. Harris, et al. And this they shall in no wise omit, under the penalty of One thousand dollars and have there then this writ. Teste: Witness John Capil Clerk of our said at the Court House this 28th day of October AD 1845 John Capil Clerk of Com. Pleas. And afterwards, to wit, on the 14th day of April 1846 the Sheriff of said County of Franklin returned the said writ of Subpoena indorsed as follows, to wit: Feb 9, 1846 Served on said Wm S. Michael & and Joseph Sullivant personally by copy John Graham Sheriff. And afterwards, to wit: on the 29th day of July A.D. 1846 at the July Term of said Court: This day came Dyre Starling by his Counsel and filed his affadavit and moves the Court to order the Complainants to make him a party Defendant to this Bill. On Consideration whereof the Court do overrule said Motion at the costs of said Starling. Said affadavit of the said Dyre Starling filed July 29, A.D. 1846, made in the words and figures following, to wit; Dyre Starling of the County of Franklin and State of Ohio, being duly sworn deposes and says that he is in possession of and claims title to a considerable portion of the land embraced in the Bill in Chancery now pending in the Court of Common Pleas of Union County, Ohio, in which Mary E. Pearburton, Thomas D. Harris et al are Complainants and Thomas B. Johnston Henry G. Johnston et al are defendants & that the quantity of land so in possession of and claimed by deponent is probably about Eleven or twelve Hundred acres That said Complainants are seeking by their said Bill to procure a decree vesting in them the legal title in and to said lands in said Bill described as deponent is advised and believes that said defendants are all non residents and probably will make no defence to said Bill or even know of its existence until after a decree shall have been rendered therein, Deponent understands the rights of these Complainants and defendants and believes that said claim of said Complainants cannot be sustained and deponent is interested in the result of said suit, inasmuch as in the trial of an action of Ejectment hereafter by complainant against deponent he is advised by Counsel that having grounds of defence that are just and reasonable and equitable, might not avail him. Deponent asks an order that within a time Specified, said complainants shall make him a party defendant to said Bill, or that in default of their so doing said Bill shall be dismissed with costs. D Starling, Sworn to & subscribed before me this 11th day of July 1846 A Patton JP. And afterwards to wit: on the 29th day of July A.D. 1846 before said Court of Common Pleas, this cause came on to be heard upon the Bill, Exhibits, and Testimony, on Consideration of which the Court do find the Law and Equity of the case to be with the Com

=plaintiffs, and the defendants. Thomas B. Johnston. Henry J. Johnston. Walter Bullock. John McGregory. William S. Sullivant. Michael Sullivant and Joseph Sullivant. having failed to appear, plead, answer or demur to said Bill, and also such of the Defendants John Ballard. Andrew Barbour. William J. Johnston. Ann Key Childers. Benjamin Childers. Dorothea P. Minor. Thomas Minor jr. and Sarah Ann Johnston as may be living, and the unknown Heirs and Legal Representatives of such of them as may be dead, and the unknown Heirs and Legal Representatives of John McGregory deceased having failed to appear, and plead answer or demur to said Bill it is ordered and Decreed that said Bill as to each and all of the said Defendants as to the matters and things therein contained be taken for confessed. The Court do further find that the Defendants Thomas B. Johnston. Henry J. Johnston. William G. Johnston. Ann Key Childers Benjamin Childers Dorothea P. Minor. Thomas Minor jr and Sarah Ann Johnston are the only Heirs and Legal Representatives of John Walker Johnston deceased. The Court do therefore order, adjudge and decree, that the said Defendants Thomas B. Johnston. Henry J. Johnston. William G. Johnston. Ann Key Childers Benjamin Childers, Dorothea P. Minor. Thomas P. Minor jr and Sarah Ann Johnston or such of them as may be living, and that the unknown Heirs and Legal Representatives of such of them as may be dead, convey in fee simple by Deed duly executed and signed the following described lands, to wit: Survey Numbered Five thousand and nine hundred and Eighty four (No 2984) for one thousand acres of land entered in the name of John M. Gregory on the waters of Bokes Creek Union County, Ohio. Survey Numbered Three Thousand Six hundred and Seventy nine (No 3679) for Two Hundred acres of land Entered in the name of John M. Gregory on Darby Creek Madison County, Ohio, and an undivided portion of Survey Numbered Two Thousand Nine Hundred and Eighty five (2985) for Sixteen Hundred Sixty Six and 2/3 acres of land (1666 2/3) Entered in the name of Andrew Barbour on Darby Creek Madison County Ohio, to wit Five Hundred and Seventy seven acres and 7/9 of an acre of said Survey all of which said Surveys are in said Bill more particularly described. To the said Mary E Warburton the undivided one third of the said described lands, to the said Thomas D. Harris the undivided one third of the said described Lands, and to the said William L. Spencer in Trust and for the use and benefit of the said Virginia P. Estlow the undivided one third of said described Lands, with covenants of Special Warranty by such of them as are in Law capable and competent to covenant, and to deliver the said Deed within thirty Days to the Clerk of this Court, to be by him handed over to the said Complainants and in default thereof it is further ordered that this decree stand as such conveyance in fee simple of said described Lands — and it is further ordered that this cause so far as it relates to the Complainants title to the undivided ballance of one thousand Eight hundred and 8/9 acres (1088 8/9) of land in the said Survey Numbered Two thousand nine hundred and Eighty five (2985) in Madison County, Ohio be referred to C. M. B. Allison who is hereby appointed Special Master Commissioner for that purpose and that the said Master Examine the title of the said Complainants to the said 1088 8/9 acres of land in said Survey No 2985. and that he make report of his proceedings under this order to the next Term of this Court, to which time this cause is continued for a further Decree in relation to the said 1088 8/9 acres of land in said Survey No 2985 in the County of Madison, Ohio, — And afterwards, to wit: on the 14th day of October A.D. 1846 said Master Commissioner filed

his report in the
Thomas D Harris
In Chancery. T
in Chancery to
the title of the
Virginia Milita
Ohio, pursuant
1846. The said
decree, proceed
said undivided
reports the follow
John Walker John
died previous to
of Congress of
of Sullivant et a
heirs of the said
claim title by p
said John M. Gr
Johnson died to
who was recogni
about the 30th of
as follows, viz
to Thos D Harris
062 the interest
which the said
ested, which pro
reference to the
of the said Thos
Johnson dec_ o
(2) which is a
dec^d dated July
brother left a wi
Exr^s, Mr Bullock
of the will that
Clause where he
sold and Equal
the following pa
to wit: Viz Good
intermarried
=married with
Johnson was
receipt of one
wishing to know
which the said
is about Nov 120
from any brothe
closes by expr
=ng. The letter
on file (Exhibit
of the taxes up

his report in the words and figures following, to wit: Mary E Warburton
Thomas D Harris et als vs Thomas B Johnston Henry G Johnston et als
In Chancery. The Report of C. H. B. Allison Special Master Commissioner
in Chancery to whom this cause stands referred for the purpose of Examining
the title of the said Complainants to an undivided 1088 ¾ acres of land in
Virginia Military District, Survey No 2985 lying in Madison County
Ohio, pursuant to the interlocutory decree rendered at the July Term AD
1846. The said C. H. B Allison in pursuance of the said interlocutory
decree, proceed to investigate the said title of the Complainants to the
said undivided 1088 ¾ acres of Survey No 2985 and found and now
reports the following facts. The said Survey No 2985 was patented to the said
John Walker Johnston dec'd in January 1801. The said John W. Johnston having
died previous to that time, to wit; in November 1800, according to the act
of Congress of May 20th 1836 and the decision of the Court in Bank in the case
of Sullivant et als vs Weaver et als 10th O.R. 277 the title then vested in the
heirs of the said John Walker Johnston dec'd and being so vested the Complainants
claim title by purchase from Thomas B Johnston as acting Executor of the
said John W. Johnson dec'd who sold it under the will of the said John W
Johnson dec'd to Thomas. D. Harris dec'd the Father of the Complainants (and
who was recognized as such by this Court in a former decree in this case)
about the 30th of July AD 1801. The proofs adduced upon these points, are
as follows. 1st Exhibit (P) which is a letter from the said Thomas. B Johnson
to Thos D Harris dec'd dated July 6th 1801, proposing to sell to the said Harris
dec'd the interest of the heirs of said John Walker Johnston dec'd in the Lands in
which the said John W. Johnson, Thos D. Harris and Andrew Sexton were inter
ested, which propositions of sale in the opinion of your Commissioner has
reference to the said 1088 ¾ acres of Survey No 2985. Upon the authority
of the said Thos B Johnson to act in the matter (the will of John Walker
Johnson dec'd or a copy thereof is not produced in Evidence) is Exhibit
(2) which is a letter from said Thos B Johnson to said Thomas D Harris
dec'd dated July 31st 1801, in which said Thos B Johnson States my
brother left a will with Mr Walker Lewis, Walker Bullock and myself
Ex'rs. Mr Bullock and myself only as yet have been qualified, the only part
of the will that can relate to this business (the Executors excepted) is the last
Clause where he says that all my property not particularly disposed of be
sold and Equally divided among my brethren, The same letter shows
the following persons to have been the heirs of the said John W Johnson dec'd
to wit; Wm Goodloe Johnson, Harry Goodloe Johnson, Ann Key children who
intermarried with Benjamin Chilcles, Dorothea Pompret Minor who inter
=married with Thomas Minor Jun'r & Sarah Dabney Johnson, Harry G.
Johnson was then a Minor) The same letter (Exhibit Q) acknowledges the
receipt of one from the said Thomas D. Harris dec'd dated July 19th 1801
wishing to know the quantity, price situation & quality of the land
which the said Wm proposed to sell, who replies in said letter as follows "the quantity
is about Nor 1200 the price situation & quality was furnished you by a letter
from my brother dated Oct 26th 1800 which is all I know about it," said letter
closes by expressing an anxiety for a final and speedy close to the busi
=ness. The letter from Wm. Johnston of Oct 26th 1800 which is referred above is
on file (Exhibit R) Tax receipts are also in evidence showing the payment
of the taxes upon said land by said Harris dec'd from 1801 to 1807

inclusive, There are later tax receipts, but none specifying the particular tracts of land paid on. The next Evidence upon the subject of said sale is Exhibit A which is a letter from Thos B. Johnson to Thos D. Harris dec^d dated September 12th 1805 in which said Johnson acknowledges the sale of said land to said Harris some time previous, but complains that the purchase money had not been paid; that a great deal of time had elapsed since the said sale, and since he expected to receive the money, that he would rather take the land back, and proposed having an amicable suit &c. From this it appears that although a sale of said land had been made to said Harris, some years before that Harris had taken and held possession under said sale, yet that the purchase money had never been paid The only remaining Evidence offered upon the subject is contained in Exhibit B which is a letter from said Thomas B Johnston to said Harris dec^d, dated Nov^r 1805 acknowledging the receipt of two letters from said Harris of the 15th & 29th October (after the date of Johnsons previous letter) and telling said Harris to prepare a deed which was to be a Special Warranty, but there is no evidence contained therein of the payment or receipt of the purchase Money. There is no Evidence Exhibited in this Case that your Commissioner has been able to discover of such payment nor to rebut the supposition that said purchase money was to have been paid upon the delivery of the deed. Blank forms of deeds are filed as Exhibits The bill charging that they were made out by the said Harris in accordance with the above request of Thos B Johnson, but that they were never Executed in consequence of the great distance between the residences of the different parties. These forms in the opinion of your Commissioner are not of sufficient strength as Evidence, to affect the issue. If the purchase money has never been paid, it is the opinion of your Commissioner that the Complainants are not entitled in Equity to a conveyance of the title to them after the great length of time that has intervened if the Bill prayed for that purpose. Exhibit A. proves that the said purchase money was not paid at the time of sale as is charged, in Complainants Bill – The Bill however charges full payment of the purchase money by the said Thos D. Harris dec^d to the said Thomas B. Johnston who sold under the will of the said John Walker Johnson dec^d and by direction and approval of the Heirs of the said John Walker Johnson dec^d and a distribution of the said purchase money, by the said Thos B. Johnson among the said Heirs. If the Court should be of the opinion that the last named Charges are confessed by the defendants by reason of their failure, neglect or refusal to answer in this case, then in the opinion of your Commissioner, the said Complainants are entitled to a conveyance to them of the legal title to said 1088⅞ acres of land by a Special Coprrantee deed, otherwise not. Respectfully Submitted C. W. B. Allison Special Master in Chancery, October 14th 1846. And afterwards, to wit; on the 14th day of October A.D. 1846, at the October Term of said Court A.D. 1846, this Cause came on to be further heard in relation to the Complainants title to the undivided ballance of one thousand Eighty Eight and Eight ninths acres (1088⅞ acres) of land in Survey Number two thousand nine hundred and Eighty five (№ 2985) in Madison County, Ohio, and which was referred to C. W. B. Allison Special Master for an Examination and report thereon, and the said Special

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Attest [illegible]

Peter Long
v
John Walton

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Master having filed his report bearing date the 14th day of October A D 1846 and the Court having examined the same- do order that the said report and the matters and things therein contained stand ratified and confirmed and the Court having further examined the Bill Exhibits Testimony and Masters report and being satisfied that the said complainants are in Equity entitled to the said undivided ballance of One thousand Eighty Eight and Eight ninths (1088⅘) acres remaining in said Survey Number two thousand nine hundred and Eighty five (№2985) in Madison County, Ohio. do therefore order, adjudge and decree that the said defendants Thomas. B. Johnston, Henry G. Johnston, William G. Johnston Ann Key Childers, Benjamin Childers, Dorothea P. Minor, Thomas Minor Jr and Sarah Ann Johnston, or such of them as may be living and that the unknown Heirs of such of them as may be dead convey in fee simple, by Deed duly executed and Signed One Thousand and Eighty Eight and Eight ninths (1088⅘) acres of said Survey. Number Two Thousand Nine hundred and Eighty five (№2985) in Madison County Ohio. being the ballance remaining in said Survey. Number Two thousand Nine hundred and Eighty five (№2985) and not heretofore Decreed to be conveyed to the said Complainants, To the said. Mary E. Warburton the undivided one third of the said remaining ballance of One thousand Eighty Eight and Eight ninths (1088⅘) acres. To the said Thomas D Harris the undivided one third of the said remaining ballance of One thousand Eighty Eight and Eight ninths (1088⅘) acres, and to the said William L Spencer in Trust and for the use and benefit of the said Virginia P. Edloe the undivided one third of the said remaining ballance of One thousand Eighty Eight and Eight ninths (1088⅘) acres in said Survey. Number two thousand and Eighty five (№2985) Madison County, Ohio. with Covenants of Special Warranty by such of them as are in law capable and competent to Covenant and to deliver the said Deed within Ten (10) days to the Clerk of this Court to be by him handed over to the said Complainants and in default thereof it is further ordered that the Decree stand as such Conveyance in fee simple of the said remaining ballance of One thousand Eight Eight and Eight ninths (1088⅘) acres in said Survey Number Two thousand Nine hundred and Eighty five (№2985) in Madison County Ohio. And it is further Ordered that the Complainants pay the costs of this suit in Sixty (60) days and in default thereof that Execution issue therefor as at Law. $23.80

Attest John Cahill. Clerk.

Peter Long
vs
John Walton

Pleas before his Honor James Norbert Esq President and James R. Smith, Christian Myers and Levi Phelps 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 October in the year of our Lord one thousand Eight Hundred and forty six. Be it remembered that afterwards to wit on the day and

year first herein, to wit, on the 14th day of October A.D. 1846 came the said Peter Long by Gilbert & Baldwin his attornies and filed herein his declaration 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 forty six, Union County ss. Peter Long Plaintiff by Gilbert & Baldwin his Attorneys complains of John Walton Defendant of a plea, that he render to the said Plaintiff the sum of One hundred and Sixty three dollars and Thirty nine cents, of lawful money of the United States, which he owes and unjustly detain from him. For that, whereas the said Defendant heretofore, to wit: on the 29th day of March One thousand eight hundred and forty five at the said County of Union and State of Ohio, and within the jurisdiction of this court by certain writing obligatory, sealed with his seal, and now here to the Court shown the date whereof is the day and year aforesaid, for value received promised to pay the Plaintiff or order One Hundred and Sixty three 39/100 Dollars one day after the date thereof 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 Sixty three Dollars and thirty nine 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 first day of April in the year of our Lord one thousand eight hundred and forty five in the County aforesaid, was indebted unto the Plaintiff in the further sum of three Hundred Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiff to the Defendant at his request; also in the further sum of three Hundred Dollars, for 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, 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 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 doth neglect and refuse to the damage of the Plaintiff three Hundred Dollars, and therefore he brings suit, &c. Gilbert & Baldwin Attorneys for Plaintiff. And afterwards, to wit: on the day and year first herein aforesaid to wit on the 14th day of October A.D. 184[illegible] the Plaintiff by his said Attornies filed the following sealed Note and Power of Attorney, to confess Judgment. to wit: For value received I Promise to pay Peter Long or order the sum of One Hundred Sixty three dollars, and thirty nine Cents, one day after date. as witness my hand and seal this 29th day of March A.D. 1845. $163.39 John Walton (Ls) said Note was endorsed. No Judgment to be confessed until June Term 1845 Franklin Com Pleas and when paid is in full of said Walton's note to Peter Long for One Hundred & fifty Seven 1/100 Dollars dated July 29th 1844 payable in sixty days in Specie Gilbert &

Baldwin Attys of Long March 29th 1845, Said Power of Attorney, reads in the words and figures following, to wit; To M. W. Swayne Esquire, and to any Attorney of Record in 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 Such Court be of Record or not, and in my Stead to enter an amicable action in debt at the Suit of Peter Long and thereon to receive a declaration upon a certain sealed bill, or writing obligatory, bearing date on the 29th day of March A D 1845. by me sealed and delivered to the said Long or order for the Sum of One Hundred Sixty three dollars and thirty nine Cents, and to suffer judgment to be rendered against me by default, cognovit, nil dicit, non sum informatus, or otherwise, for the sum of One Hundred & Sixty three dollars and Thirty nine cents, debt, and for such damages as [illegible] 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 Test, Walton (S). And afterwards to wit; on the day and year first herein aforesaid, to wit; on the 14th day of October A.D. 1846. The Defendant by Rendall Thomas one of the Attornies of said Court filed herein his Plea in the words and figures following, to wit; John Walton ads Peter Long, In Debt on Plea Debt. And the said Defendant comes and says that he cannot gainsay the action of the said Plaintiff but confess that he doth owe and is indebted unto the said Plaintiff in the Sum of One Hundred Sixty Three Dollars and Thirty nine cents and that the Plaintiff has Sustained damage by reason of the detention thereof at fifteen dollars and fifty one cents, and by virtue of a Power of Attorney for that purpose executed by said Defendant judgment is confessed for the Sum of One Hundred and Sixty three Dollars and Thirty nine cents, debt, and the said Sum of fifteen Dollars and fifty one cents damages, and all error is released, and all right and benefit of appeal waived. R. Thomas Attorney for Defendant. And afterwards, to wit; On the day and year first herein aforesaid, to wit, on the 14th day of October A.D. 1846, at the October Term of said Court, A D 1846, this day came the Plaintiff by Gilbert & Baldwin his attorneys and filed herein his declaration against the said defendant and thereupon appeared in open Court Rendall Thomas Esqr One of the attorneys of this Court and by virtue of a Power of Attorney for that purpose Executed by the said defendant and herewith filed waived the Suing and Service of process accepted said declaration and acknowledged that the said defendant doth owe and is indebted to the said Plaintiff in the Sum of One Hundred and Sixty three dollars and thirty nine cents, and that the Plaintiff hath Sustained damages by reason of the detention thereof to fifteen dollars and fifty one cents, It is therefore considered that the said Plaintiff recover of the said Defendant the said Sum of One Hundred and Sixty three dollars and thirty nine cents his debt and fifteen dollars and fifty one cents his damages aforesaid, in form aforesaid confessed together with his Costs in this behalf expended taxed at $1.44
And by virtue of the same warrant of attorney all Errors are released and all right and benefit of appeal waived

Attest John Gybil Clerk

S. H. Hastings
vs
Michael Cramer Jr &
Michael Cramer Senr

Pleas before his Honor Francis L. Herbert Esqr President and James R. Smith, Christian Myers and Levi Phelps his Associates, Judges, At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 14th day of October in the year of Our Lord One Thousand Eight hundred and forty six. Be it Remembered That heretofore, to wit; on the 11th day of June A.D. 1846 the Plaintiff by Allison & Curry his Attornies filed out of the Clerks Office of this 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 Michael Cramer Jr. and Michael Cramer Sr. 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 S. H. Hastings in a plea of Assumpsit damages Three hundred dollars, and have you then there this writ. (Seal) Witness John Cypril, Clerk of said Court at the Court House aforesaid this 11th day of June A.D. 1846 John Cypril, Clerk. Said writ was endorsed "Suit brot on a Note of hand, made by Defendants to Plaintiff or bearer for One hundred and Seventy Eight dollars and Eighty one cents with interest from date and dated March 24th 1842 and payable Two years after date also for goods sold and delivered, Money had and received &c damages claimed as due $356.00 Allison & Curry Attornies for Plaintiff, Said writ was returned to said Court by the said Sheriff Endorsed by him "Served this writ June 18th 1846 - by certified copy of this writ to Each of the within named defendants. Wm Fullerton Sheriff. And afterwards, to wit; on the 2nd day of September A.D. 1846 the Plaintiff by Allison & Curry his said Attorneys filed his declaration herein in the words and figures following, to wit; The State of Ohio Union County ss Court of Common Pleas of Union County, July Term 1846. S. H. Hastings complains of Michael Cramer Jr. and Michael Cramer Sen. in a Plea of Assumpsit. For that whereas, the defendants on the 24th day of March A.D. 1842, at the County of Union and State of Ohio, made their promissory Note in writing and delivered the same to the plaintiff, and thereby then and there promised to pay to the plaintiff, or bearer, One hundred and Seventy eight dollars and eighty one cents, two years after the date thereof, with interest from the date thereof, which period hath now elapsed; And whereas also the defendants, on the 1st day of April A.D. 1845, at the County of Union aforesaid, were indebted to 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 defendants, at their request. And in three hundred dollars for money then and there had and received by the defendants for the use of the plaintiff; And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid in Consideration of the premises respectively, promised the plaintiff to pay him the several Moneys herein last above mentioned on request; Yet the defendants have disregarded their aforesaid promises and have not, nor hath either of them, paid any of the said moneys or any part thereof. To the damage of the Plaintiff of three hundred dollars; and therefore he brings his Suit &c By Allison & Curry His Attys. And afterwards, to wit; on the 14th day of October A.D. 1846 to wit at the October Term of said Court A.D. 1846 This day Came the Plaintiff by his Attornies and the Defendant though

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Solemnly called came not, but made default. Wherefore it is considered that the said L. H. Hastings 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 L. H. Hastings to five hundred and twenty seven dollars and sixty Eight cents. Therefore it is considered that the said L. H. Hastings recover of the said Michael Cromer and the said Sum of Five hundred and Twenty Seven dollars and sixty Eight cents his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf extended, taxed at $ ..82

Attest John Cassil. Clerk.

Syne Starling
vs
Stephen Latimer

Pleas before his Honor James C. Corbett Esq. President and James R. Smith, Associate Judges and Dei Phelps his associates, Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the 14th day of October in the year of our Lord One Thousand Eight hundred and forty six. Be it remembered that heretofore, to wit; on the 23rd day of June A.D. 1846 the Plaintiff by Swan & Andrews his Attornies sued out of the Clerk's office of the said Court of Common Pleas 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 Stephen Latimer 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 Syne Starling in a plea of Assumpsit damages Thirty five Hundred dollars. And have you then there this writ. Seal Witness, John Cassil, Clerk of said Court, at the Court House aforesaid this 23rd day of June A.D. 1846. John Cassil, Clerk. Said writ was endorsed "Suit brot on Nine Notes of hand made by Defts. to Syne Starling Jr or order, and endorsed by him to plaintiff to wit: one for $238.40 payable on or before 8th January A.D. 1842, with int from date date April 8. 1841. – Another of same date for $238.40 payable January 8. 1843. with interest from date, another of same date for $238.40 payable Jan 8. 1844. with interest from date. – another of same date for $238.40 payable January 8. 1845. with interest from date, another of same date for $238.40 payable January 8. 1846 with interest from date, – Another dated July 9. 1842 for $220.80 payable on or before January 1. 1845. – Another note dated December 21. 1841. for $186.66⅔ payable on or before Dec 21. 1843. with interest from Date – Another note dated December 21. 1841 for $186.66⅔ payable on or before December 21. 1844 with interest from date. – Another Note dated December 21. 1841. for $186.66⅔ payable on or before December 21. 1845. with interest from date also for money had and received, lent paid out &c. & for goods sold bargained and sold, and on an account Stated & Amount claimed $3300. Swan & Andrews attys for Plaintiff. The said Sheriff returned said writ endorsed "Served July 15th 1846 by certified copy of this writ. Wm. M. Robinson Sheriff. And afterwards, to wit: on the 19th day of July A.D. 1846 the Plaintiff by his Attornies filed herein his declaration in the words and figures following, to wit: The State of Ohio Union County, ss. Court of Common Pleas, July Term, 1846. Syne Starling plaintiff in this suit complains of Stephen Latimer defendant in this suit

in a plea of Assumpsit. For that whereas on the first day of March A.D. 1846 at the County aforesaid was indebted to the plaintiff in the sum of thirty five hundred dollars, for the price and value of goods before that time bargained and sold by the plaintiff to the defendant at his request; also, in the further sum of thirty five hundred dollars, for the price and value of goods before that sold and delivered by the plaintiff to the defendant at his request; also, in the further sum of thirty five hundred dollars, for work and labor before that time done, and materials for the same provided by the plaintiff for the defendant at his request; also, in the further sum of thirty five hundred dollars, for so much money before that time 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 thirty five hundred dollars, for so much money before that time had and received by the defendant for the use of the plaintiff; and also, in the further sum of thirty five hundred dollars, found to be due from the defendant to the plaintiff on an account before that time stated between them, — And whereas, the defendant in consideration thereof, afterwards, to wit: on the day and year last aforesaid, at the County aforesaid promised the plaintiff to pay him said several sums of money when requested; yet the defendant although afterwards requested so to do, hath not paid said several sums of money, nor any part thereof, to the plaintiff but hath neglected and refused, and still neglect and refuse to do; to the damage of the plaintiff thirty five hundred dollars, whereupon he sues. Swan & Andrews p[lf]s Attys. And afterwards, to wit on the day and year first herein aforesaid, to wit: on the 14th day of October A.D. 1846, at the October Term of said Court, This day came the said Lyne Starling by Swan & Andrews his attornies and the said Stephen Latimer though solemnly called, came not but made default; whereupon it is considered that the said Lyne Starling 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 Lyne Starling to Two thousand four hundred and twenty one dollars and twelve cents, Therefore it is considered that the said Lyne Starling recover of the said Stephen Latimore the said sum of Two thousand four hundred and twenty one dollars and twelve cents his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed at

$1.00

Attest John Cahil. Clerk

Matthew Gooding
vs
Amos A. Williams

Pleas before his Honor James Herbert Esq President and James R. Smith, Christian Myers and Levi Phelps 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 fourteenth day of October in the year of our Lord one thousand Eight hundred and forty six. Be it remembered that heretofore, to wit: on the 9th day of July A.D. 1846 the Plaintiff by Allison & Curry his attornies issued out of the Clerks office of said Court of Common Pleas his writ of Summons 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 A.A. Williams to appear on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County of Union

aforesaid, at the Court House in said County, to answer unto M Gooding in a plea of Assumpsit damages 300 dollars. And have you then there this writ. Seal Witness, John Ingbil, Clerk of said Court, at the Court House aforesaid this 9 day of July A.D. 1846 John Ingbil, Clerk. Said writ was indorsed "Suit brt on a due bill given by the defendant to the Plaintiff on the first day of August 1843 for One hundred and Nineteen dollars with interest annually also for goods sold and delivered, money had and received &c damages claimed as due $300.00. Allison and Curry Attornies for Plffs. Returned indorsed "Served July 23rd 1846 by certified copy of this writ to Deft Wm M Robinson Sheriff And afterwards to wit on the 2nd day of September A.D. 1846 the plaintiff by Allison & Curry his Attornies filed herein his declaration in the words and figures following, to wit: The State of Ohio Union County, ss. Court of Common Pleas of Union County, July Term A.D. 1846. Matthew Gooding complains of J.S. Williams in a plea of Assumpsit. For that whereas the defendant on the first day of August A.D. 1843, at the County of Union and State of Ohio, made his due bill in writing and delivered the same to the plaintiff, and thereby then and there promised to pay to the plaintiff one hundred and nineteen dollars at the date thereof with interest annually, which period hath now elapsed; and whereas also the defendant on the 1st day of January A.D. 1844, at the County of Union aforesaid, was indebted to the plaintiff in the 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, and in Five hundred dollars for money then and there had and received by the defendant for the use of the plaintiff and the defendant afterwards on the day and year last aforesaid at the County aforesaid in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein last above mentioned on request, yet the defendant has disregarded his aforesaid promises, and hath not paid any of the said moneys, or any part thereof, to the damage of the plaintiff of Three hundred dollars; and therefore he brings his suit &c By Allison & Curry his Attys. And afterwards, to wit: on the day and year first herein aforesaid, to wit: on the 14th day of October A.D. 1846. This day came the said Matthew Gooding by Allison & Curry his attorneys and the said Amos S. Williams though solemnly called came not, but made default; Whereupon it is considered that the said Matthew Gooding 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 Gooding to one hundred and forty one dollars and Eighty six cents. Therefore it is considered that the said Matthew Gooding recover of the said Amos S. Williams the said sum of One hundred and forty one dollars and Eighty six cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at $ 11.78.

Attest John Ingbil, Clerk

Thomas 6. Doremus &
John M. Nixon
Survivors of
Cornelius R. Suydam
late partners under the
name and firm of Doremus,
Suydam & Nixon
vs
J. Gabriel &
Wm Gabriel jr
Partners under the
name and firm of
J. & Wm Gabriel jr

Pleas before his Honor James L. Torbert Esqr. President and James R. Smith. Christian Myers. and Levi Phelps 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 Fourteenth day of October in the Year of our Lord one thousand Eight hundred and forty six Be it remembered that heretofore, to wit; on the 24th day of July A.D. 1846. The Plaintiffs by Allison & Curry their attornies sued out of the Clerks office of said Court of common Pleas the following writ of Summons. to wit: State of Ohio Union County. ss: To the Sheriff of said County, Greeting. You commana you to Summon J. Gabriel & Wm Gabriel Jr. Partners under the name and firm of J. & Wm Gabriel jr 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 Thomas 6. Doremus & John M. Nixon Survivors of Cornelius R. Suydam late partners under the name and firm of Doremus Suydam & Nixon in a plea of Assumpsit damages 400 dollars, And have you then there this writ, (Seal) Witness, John Cryfil, Clerk of said Court at the Court House aforesaid this 24th day of July A.D. 1846. John Cryfil, Clerk. Said writ was endorsed "Suit brot on a note of hand made by the Defendants to W. W. Woods or bearer, for two hundred and Eighty one dollars and Twenty five cents dated on the 18th day of April 1843. and payable on the 3rd day of February next thereafter and by the said W. W. Woods assigned to the Plaintiffs also for goods sold and delivered money had and received &c Damages claimed as due $400.00. Allison & Curry Attys for Pffs. Said writ was Returned indorsed Served this writ July 25th 1846 — on the within named Defts by a certified copy of this writ to each of the defendants Wm M Robinson, Sheriff. — And afterwards, to wit: on the 2nd day of September A.D. 1846 The Plaintiffs by the said Allison & Curry their attornies filed their Declaration in the words and figures following, to wit: The State of Ohio Union County, ss Court of Common Pleas of Union County, July Term A.D. 1846. Thomas 6 Doremus and John M. Nixon Survivors of Cornelius R. Suydam, late partners under the name and firm of Doremus Suydam & Nixon, complain of J. Gabriel and Wm Gabriel Jr. partners under the name and firm of J. & Wm. Gabriel Jr. in a plea of Assumpsit. For that whereas, the defendants, under the name and style of their firm of J. & Wm Gabriel jr. on the 18th day of April 1843. at the County of Union and State of Ohio, made their promissory note in writing, and thereby promised to pay to one W. W. Woods or bearer, on the 3rd day of February next thereafter, the sum of Two hundred and Eighty one dollars and twenty-five cents, which period hath now elapsed; and the said W. W. Woods then and there, and in the life time of one Thomas 6. Doremus since deceased, indorsed the same to the plaintiffs. And the said Thomas 6. Doremus, whereof the 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 plaintiffs and the said Thomas 6. Doremus, according to the tenor and effect thereof. And whereas also the defendants in the life time of the said Thomas 6. Doremus, since deceased, on the 1st day of April A.D. 1844. at the County of Union aforesaid, were indebted to the plaintiffs and the said Thomas 6. Doremus, in the sum of Four hundred

dollars, for goods
said Thomas 6.
=dred dollars for
use of the plain
afterwards, on the
consideration of
Thomas 6. Dorem
above mentioned
promises. And
any part thereof
either of them
since the death
Four hundred
& Curry their
herein aforesa
came the said
J. and William
whereupon it is
ought to recover
requiring a jury
damages of the
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of the said J. and
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Attest John C

Matthew Goo
vs
John King
William Reed

of October in the
remembered that
by Allison & Curry
Common Pleas
To the Sheriff of
Reed to appear
of Common Pleas
to answer unto
And have you
at the Court H
said writ was en
two hundred
and payable one
money had and

dollars, for goods then and there sold and delivered by the plaintiffs and the said Thomas B. Doremus, to the defendants at their request. And in four hun=dred dollars for money then and there had and received by the defendants, for the use of the plaintiffs and the said Thomas B. Doremus: And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plaintiffs and the said Thomas B. Doremus since deceased, to pay them the several moneys herein last above mentioned on request; yet the defendants have disregarded their aforesaid promises, and have not, nor hath either of them, paid any of the said moneys, or any part thereof, to the said plaintiffs and the said Thomas B. Doremus, or either of them in the life time of the said Thomas B. Doremus, or to the plaintiffs since the death of the said Thomas B. Doremus, To the plaintiffs damage of four hundred dollars, and therefore they bring their suit &c By Allison & Curry their Attys. And afterwards, to wit; on the day and year first herein aforesaid, to wit; on the 14th day of October A.D. 1846. This day came the said Doremus and Nixon Survivors by their attornies and the said J. and William Gabriel jr though solemnly called came not, but made default whereupon it is considered that the said Thomas B. Doremus and John M. Nixon Survivors 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 Thomas B. Doremus and John M. Nixon Survivors to three hundred and sixteen dollars and sixty seven cents. Therefore it is considered that the said Thomas B. Doremus and John M. Nixon Survivors recover of the said J. and Wm Gabriel jr the said sum of three hundred and sixteen dollars and sixty seven cents their damages aforesaid, in form aforesaid assessed, and also their costs in this behalf expended taxed at

Attest John Bapil, Clerk.

V

Matthew Gooding
vs
John King and
William Reed

Pleas before his Honor James R. Hoberts Esqr. President and Amos P. Smith, Christian Myers and Levi Phelps his associates, Judges. At a Court of Common Pleas begun and Held at the Court House in the Town of Marysville within & And for the County of Union and State of Ohio, on the 14th day of October in the year of our Lord one Thousand Eight hundred and forty six. Be it remembered that heretofore, to wit; on the 24th day of July A.D. 1846. the Plaintiff by Allison & Curry his Attornies issued out of the Clerks office of said Court of Common Pleas 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 King & William Reed 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 Matthew Gooding in a plea of Assumpsit damages 400 dollars And have you then there this writ. (Seal) Witness, John Bapil, Clerk of said Court, at the Court House aforesaid this 24, day of July A.D. 1846. John Bapil, Clerk. Said writ was endorsed "Suit brot on note of hand made by defts to Plff or bearer for two hundred and seventy dollars and sixty three cents, dated April 4, 1846 and payable one day after the date thereof, also for goods sold and delivered money lent and received &c damages claimed as the Plff. Allison & Curry

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Attys Pffs." Said writ was returned endorsed "Served this writ July 22d 1846 by certified Copy of this writ left at their residence & the Defts with their wifes from M Robinson Sheriff" and afterwards, to wit: 2nd day of September 1846. the Plaintiffs by his attornies filed his declaration in the words and figures following to wit: "The State of Ohio Union County ss. Court of Common Pleas of Union County July Term A.D. 1846. Matthew Gooding Complains of John King and William Reed in a plea of Assumpsit For that, wherefas, the Defendants on the 14th day of April A.D. 1846 at the County of Union and State of Ohio made their promissory note in writing and delivered the same to the Plaintiff: and thereby then and there promised to pay to the Plaintiff or bearer Two hundred and seventy dollars and forty three cents, one day after the date thereof, which period hath now elapsed. And wherefas also the defendants on the 1st day of May A.D. 1846 at the County of Union aforesaid was indebted to the plaintiff in the sum of Three of Three 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 three hundred dollars for money then and there had and received by the defendants, for the use of the plaintiff, & the defendants afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several sums of money herein last above mentioned on request: yet the defendants have disregarded their aforesaid promises and have not, nor hath either of them paid any of the said moneys, or any part thereof. To the damage of the plaintiff of Four hundred dollars; and therefore, he brings his suit &c. By Allen & Curry his Attys" and afterwards, to wit: on the day and year first herein aforesaid, to wit: on the 14th day of October A.D. 1846 this day came the said Matthew Gooding by his attornies, and the said John King and William Reed, though solemnly called came not but made default, wherefupon it is considered that the said Matthew Gooding 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 Gooding to Two hundred and Seventy eight dollars and fifty two cents; Therefore it is considered that said Matthew Gooding recover of the said John King and William Reed the said sum of Two Hundred and Seventy eight dollars and Fifty two cents his damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended taxed at

Attest John Sybrid. Clerk.

James B. Harriott
Assignee of
James Kinkade
vs
John King

Pleas before his Honor James L. Torbert Esq. President and James R. Smith, Sebastian Myers and Levi Phelps 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 fourteenth day of October in the year of our Lord one thousand Eight Hundred and forty six. Be it remembered, that heretofore, to wit: on the 29th day of July A.D. 1846. the Plaintiff by D.B. Lord his attorney sued out of the clerks office of said Court of common Pleas 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 King 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 [illegible] damages 200 dol[lars] [illegible] Clerk of [illegible] John Sybrid, Clerk [illegible] Defendant to Jam[es] [illegible] ived Ten dollars [illegible] 1846. also for goods [illegible] Stated, Damages [illegible] returned endors[ed] writ left at the [illegible] And afterwards, to [illegible] the following pro[ceedings] of March 1846 [illegible] Hundred and [eighty] Said note was en[dorsed] =Rade July 2[2d] following, to wit, [illegible] James Kinkade [illegible] James E. Harriott [illegible] said John King on [illegible] made his promis[sory] Kinkade or order [illegible] A.D. 1846, which [illegible] there endorsed [illegible] there and there pr[omised] promised to pay [illegible] according to the [tenor] his promises and [illegible] to the damage of [illegible] also the said [illegible] aforesaid to cos[t] =clare for the pric[e] to the Deft at his [request] March A.D. 1846. [illegible] sum of two hund[red] defendant at [illegible] first of March [illegible] in the further su[m] the plaintiff on [illegible] the defendant [illegible] of the premises, [illegible] Money to the pl[aintiff] of Money, nor [either] Plaintiff two hu[ndred] his Writ. And [illegible] to wit: on the [illegible] Harriott assignee [illegible] King though duly [called] Considered that [illegible] ought to recover

to answer unto James E. Harriott Assignee of James Winkade in a plea of Assumpsit damages 200 dollars. And have you then there this writ. Seal Witness John Cahill Clerk of said Court, at the Court House aforesaid this 25 day of July A.D. 1846 John Cahill, Clerk. Said writ was endorsed "Suit brot on promissory Note made by Defendant to James Winkade or order and assigned to the plaintiff for one hundred and Ten dollars dated 29th day of December 1845, and payable on the first day of March 1846. also for goods sold and delivered money lent, had & received and an account Stated Damages claimed as $200.00. By S. Beale atty for Plff. Said writ was returned endorsed "Served this writ July 25th 1846 by a certified Copy of this writ left at the residence of the Defendant with his wife Wm. M. Robison Sheriff And afterwards, to wit, on the 7th day of September the Plaintiff by S. Beale filed the following promissory Note and declaration, to wit. "On or before the first of March 1846 I promise to pay unto James Winkade or order the Sum of One Hundred and ten dollars for value received This 29 day of Dec 1845 John King Said Note was endorsed Pay[illegible] the within note to James E. Harriott. James Win=kade July ~~2~~ 1846. Said Declaration reads in the words and figures following to wit; State of Ohio Union County ss James E. Harriott Assignee of James Winkade, vs. John King Union Common Pleas, July Term AD 1846 James E. Harriott Complains of John King in a plea of Assumpsit for that whereas the said John King on the twenty ninth day of December AD 1845, at the County aforesaid, made his promissory Note in writing, and then and there delivered the same to James Winkade or order, One Hundred and ten dollars, on or before the first of March A.D. 1846, which period has now elapsed, & the said James Winkade, then and there endorsed the same to the said James E. Harriott, whereof the said John King 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 E. Harriott according to the tenor and effect thereof. Yet the said John King has disregarded his promises and hath not paid the said Sum of money or any part thereof; to the damage of the said James E. Harriott two Hundred dollars, And whereas also the said John King on the first day of March A.D. 1846 at the County aforesaid was indebted to 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 Deft at his request, And whereas also the said John King on the first day of March A.D. 1846. at the County aforesaid was indebted to the plaintiff in the further Sum of two hundred dollars for money then and there lent by the Plaintiff to the defendant at his request, — And whereas also the said John King on the first of March A.D. 1846, at the County aforesaid was indebted to the plaintiff 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 whereas the defendant afterwards on the first of April A.D. 1846, in consideration of the premises then and there promised to pay the said last 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 the damage of the plaintiff two hundred dollars And thereupon he brings suit &c. By S. Beale his Atty. And afterwards, to wit: on the day and year first herein aforesaid to wit: on the 14th day of October A.D. 1846. This day came the said James E. Harriott Assignee of James Winkade by his attorney And the said John King though solemnly called came not but made default: Whereupon it is Considered that the said James E. Harriott Assignee of James Winkade 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 to One hundred and fourteen dollars and twelve cents. Therefore it is considered that the said James E. Harriott assignee of James Kinkade recover of the said John King the said Sum of one hundred and fourteen dollars and twelve cents; his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed at

Attest John Cassil Clerk.

V

Elizabeth Coolidge
vs
Uriah Coolidge
Nancy C. Saunders
Mathew Coolidge &
Charlotte Coolidge

Pleas before his Honor James L. Torbert Esqr President and James R Smith Christian Myers and Levi Phelps Associate Judges of a Court of Common Pleas begun and held at the Court House in the Town of Maysville within and for the County of Union and State of Ohio on the Fourteenth Day of October in the Year of Our Lord One thousand eight hundred and forty six. Be it Remembered that heretofore to wit on the 29th day of October A.D. 1845. the Complainant by Vorwies her Attorney filed herein her 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 now sitting. Elizabeth Coolidge of the County of Union represents that John Coolidge late of said County departed this life on or about the day of A.D. 1844 leaving your Petitioner his widow Uriah Coolidge Nancy C. Saunders Mathew Coolidge & Charlotte Coolidge his heirs at law & legal representatives that the said John Coolidge during Coverture with your petitioner was seized as an estate of inheritance of the following real estate situate in Union County aforesaid to wit Survey Number 4818. in the name of John Cole Containing One hundred acres also sixty four acres adjoining said One hundred acres above mentioned taken out of Survey number 4277. for 352. acres in the name of Robert Wire in both of which tracts of Land your Petitioner is entitled to dower and that your petitioner on or about the first day of August A.D. 1845. in a peaceable manner requested said Uriah Coolidge Nancy C. Saunders Mathew Coolidge & Charlotte Coolidge to assign reasonable dower in said premises to your petitioner which they have hitherto wholy refused to do Your petitioner therefore prays that said Uriah Coolidge Nancy C. Saunders Mathew Coolidge & Charlotte Coolidge may be made defendants to this bill & be compelled to answer the same & that reasonable dower in said premises may be assigned to your petitioner & that she may have such other and further relief in the premises as equity & good Conscience may require & your petitioner will &c

Vorwies Attorney for Petitioner

And afterwards to wit. on the 29th day of October A.D. 1845. a Subpoena was issued directed to the Sheriff of Union County. which said writ and Sheriffs return reads in the words and figures following to wit The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting. We command you that you Summon Uriah Coolidge Nancy C. Saunders Mathew Coolidge & Charlotte Coolidge to appear before the Judges of our Court

of Common Pleas. at the Court House forth with. to answer a Petition
in Chancery. exhibited against them by Elizabeth Coolidge and
this they Shall in no wise omit. Under the penalty of one thousand dollars.
And have then and there this writ. Witness John Cassil Clerk
of Our Said Court at the Court house. this 29th day of Oct
S.D. A.D. 1845 John Cassil Clerk of Common Pleas
Served Oct 30th A.D. 1845 by a certified Copy on Nancy C Saunders
Mathew Coolidge & Charlotte Coolidge Uriah Coolidge not found
Wm M Robinson Sheriff. And afterwards to wit on the 14th day of April
A.D. 1846 a writ of Subpoena was issued to the Sheriff of Union County
Which said writ and Sheriffs Return reads in the words and figures
following to wit, The State of Ohio Union County ss. To the Sheriff
of the County of Union Greeting: We command you. that you Sum
-mon Uriah Coolidge to appear before the Judges of our Court
of Common Pleas at the Court house forth with to answer a
Bill in Chancery. exhibited against him & others by Eliz. Coolidge
And this he shall in no wise omit under the penalty of one
thousand dollars; and have then and there this writ. Witness
S.D. John Cassil Clerk of our said Court at the Court house. this
14th day of April A.D. 1846. John Cassil Clerk of Common Pleas
Served this writ by a certified Copy of this writ by David Dan
-forth April 15th A.D. 1846. Wm M. Robinson Sheriff. And afterwards
to wit, at the April Term A.D. 1846 this Cause was continued for process
of Subpoena as to Uriah Coolidge. And afterwards to wit On the 28th
Day of July 1846. this Cause coming on to be heard on the petition
& Exhibits on file and the defendants having failed to plead ans
-wer or demur said petition is taken as Confessed. Whereupon
An motion of Corwins Attorneys for the Petitioner it is ordered
that She be endowed of one equal third part of the lands in said
Petition described. and it is further Ordered that a writ issue
to the Sheriff of Union County Commanding him 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 set
off & assigned to the said Petitioner According to the Statute in
Such Case made and provided And that said Sheriff return
his proceedings under said writ. to the next Term of this
Court until which time this Cause Stands Continued.
And afterwards to wit on the 10th day of October 1846 the Sheriff made
his return in the words and figures following to wit. By the Oaths
of Andrew Keys David Burnham and Wilson Reed. three judicious
disinterested men of the Vicinity who are not of Kin to either of the
within named, Elizabeth Coolidge as her dower. so much of the
Real estate within described as is Contained within the following
boundaries. October 10th 1846. Wm M Robinson Sheriff. We the under
-signed Commissioners appointed by the Court of common Pleas
for the County of Union Ohio. to Set off the dower of Mrs Elizabeth
Coolidge Widow of John Coolidge deceased late of said County
would respectfully report that on the 10th day of October 1846 we lawfully
After being Sworn as the law directs Examined the said premises
And after Mature deliberation have set off to of said parcel to

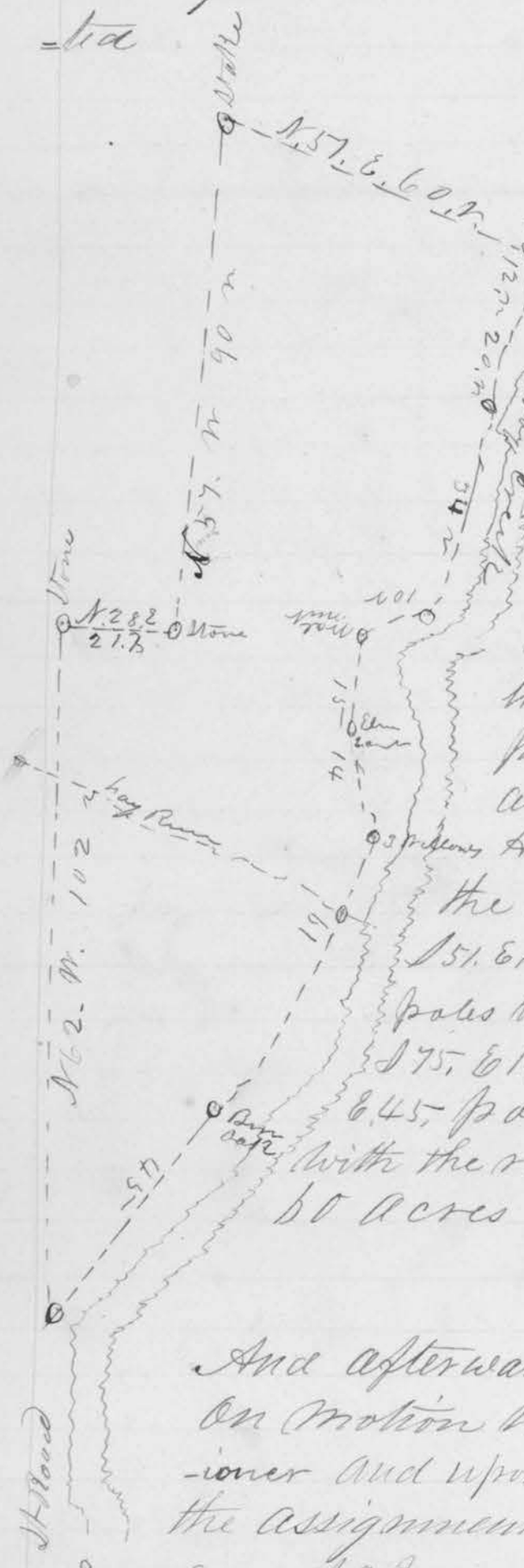
said Widow as her equal third part & said dower bounds by metes and bounds, as the plat made by William B Irwin Surveyor will show giving her all the land lying between the South line of said plat and the Creek all of which is respectfully submitted

Nilson Reed
David Burnham
Andrew Keyes } Commissioners

October 10th 1846.

I hereby certify that I proceeded under the direction of David Burnham Andrew Keyes & Wilson Reed Commissioners appointed by the Court of Common Pleas Ohio. to set of the dower of Mrs Elizabeth Coolidge Widow of John Coolidge Deceased late of said County and Surveyed the same as follows beginning at a stone in the centre of the Columbus & Bellefontaine State road S 12. W 3 pole & 13 links from the S.E. corner of the Brick house Standing nearest the road thence N. 28. 6. 21. poles to a stone thence N 97 W. 90 poles to a stake at the fence then N 51. 6. 60. poles to 2 Elms and a Hickory one of the orgonal corners to the Survey on the bank of the Creek then down the Creek S 51. 612 poles then S. 30. 620 poles then S. 17. 634. E then S. 10. W. 10 poles to a walnut then S 38. 615. poles to a Elm Locust thence S 75. 614 poles 3 Willows S 40. 6. 61 poles to a Burr oak then S. 24. 645. poles to a Stake in the middle of the road then with the road N. 62. W. 102. poles to the beginning containing 60 acres as will appear by the above plat,

William B. Irwin Cty Surveyor U. C. O.



And afterwards to wit on the 14th day of October 1846 On Motion to the Court by Corwins attorneys for the Petitioner and upon producing the proceedings of the Sheriff and the assignment of dower to the Petitioner herein made in pursuance of a former Order of this Court and the same being examined. It is Ordered that said proceedings & assignment of Dower be and the same are hereby approved and Confirmed and that said Elizabeth Coolidge Stand endowed of as much of said Real estate as is Contained within the assignment and bounded as follows beginning at a Stone in the centre of the Columbus and Bellefontaine road S 12. W 3 poles & 13 links from the S.E. corner of the Brick house Standing nearest the road thence N 28. 6. 21. poles to a Stone thence N 57. W. 90. poles to a Stake at the fence thence N 51. 6. 60. poles to 2 Elms & a hickory one of the Original Corners to the Survey on the Bank of the Creek thence down the Creek S 51. 612. poles thence S 30. 620. poles. thence S 17. 634 poles thence S 10. W 10 poles to a walnut thence S 38. 615 poles to an Elm & Locust thence S 75 614. poles to 3 willows thence S 40. 6. 61. poles to a Burr oak thence S 24. 645. to a Stake in the middle of the road thence with the road N 62. W 102. poles to the beginning Containing 60. acres — and it is further Ordered that a writ of Seizure issue to the Sheriff Commanding

him to deliver to the said Elizabeth Coolidge full possession of the premises assigned to her as aforesaid - and it is further Ordered that the Costs of this Suit taxed at $ & it be paid the one third thereof by the said Elizabeth Coolidge. and the remainder by the Defendants within 60 days or that Execution for the same,
Attest John Cassil Clerk,

Charles S. Thacher
vs
W. W. Woods.

} Pleas before his honor James L. Sorbet &c and James R. Smith Christian Myers and Levi Phelps 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 fourth day of October in the Year of our Lord One thousand eight hundred and forty six.

Be it remembered that on the 17th day of October 1846 the Plaintiff by Allison & Curry his attorneys filed herein the following Note and Power of attorney to confess Judgment therein which said Note and Power reads in the Words and figures following to wit. $75.14. One Charles S. Thacher or Bearer the Sum of One hundred and twenty five dollars And fourteen cents for value Rec'd July 25th 1846. W.W. Woods Seal
I do hereby authorize and empower Alvey Curry, or any other attorney at law in the State of Ohio to appear in any Court of Record in said State at any regular Term of such Court and waive the issuing and Service of process and confess a Judgment against me and in favour of Charles S. Thatcher or bearer on the above note for the Sum of one hundred and twenty five dollars and fourteen cents. and costs with interest from this date to the time of the rendition of said judgment and thereupon to release all error and waive all right and benefit of Appeal in my behalf July 26th 1846. W.W. Woods Seal
And afterwards to wit on the 17th Day of October 1846 the Plaintiff by his Attorneys Allison & Curry filed herein their declaration in the words and figures following to wit. The State of Ohio Union County ss. In Union Common Pleas October Term 1846. Charles Thacher Complains of W.W. Woods in a plea of Debt for that whereas the said Defendant on the 25th day of July 1846. was indebted to the plaintiff in the Sum of One hundred and Twenty five dollars And fourteen cents for the price and value of goods sold and delivered by the plaintiff to the Defendant at his request Yet the said Defendant hath not paid the said Sum of money nor any part thereof. to the Damage of the plaintiff Three Hundred Dollars and thereupon he brings his Suit &c By Allison & Curry his attorneys. And afterwards to wit on the 17th day of October 1846 the Defendant by P.B. Cole his attorney filed herein his Plea which Plea reads in the words and figures following to wit Charles S. Thacher vs W.W. Woods. In Union Common Pleas. In Debt. and now comes in Open Court P.B. Cole

one of the attorneys of this Court and by virtue of a warrant of attorney for that purpose and herewith filed. waives the issuing and Service of Process and Confesses Judgment against the said W Woods and in favor of the said Charles S. Thacher for the Sum of One Hundred and Twenty five Dollars and Fourteen cents Debt. And one dollar and Sixty four cents Damages and also for the Costs of this Suit; — And by virtue of the Same warrant of Attorney Releases all Error and waives all right and benefit of Appeal in behalf of Defendants. P.B. Cole atty for Deft.

And afterwards to wit on the 18th day of October 1866 this day Came the Plaintiff by Allison & Avery his attorneys and filed herein his declaration against the said Defendant and thereupon appeared in Open Court P.B. Cole one of the attorneys of this Court and by virtue of a power of attorney for that purpose executed by the said defendant and herewith filed waived the issuing and Service of Process accepted said declaration and acknowledged that the said defendant doth owe and is indebted to the said Plaintiff in the Sum of One Hundred and twenty five Dollars and Fourteen Cents and that the plaintiff hath Sustained damage by reason of the detention thereof to one dollar and Sixty four cents. It is therefore Considered that the said Plaintiff recover of the said defendant the said Sum of One Hundred and Twenty five dollars and Fourteen cents his debt and one dollar and Sixty four cents his damages aforesaid in form aforesaid Confessed together with his Costs in this behalf expended to pay at Dollars cents and by virtue of said power of attorney all errors are released and all right and benefit of appeal is waived,

Attest John Dassil Clerk

The End of this Volume

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