Civil/Domestic Case File

Case No. 1849-CV-0001

No. 49-cv-1

Union Common Pleas Court.

Mary Jane Leeper
Plaintiff,

AGAINST

Samuel Kerr
Defendant.

MAY TERM. 1850

Discontinued

JUDGMENT VS DEFENDANT

$150 00

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L 39

In Union Com Pleas

Mary Jane Leeper

vs

Samuel Kerr

Praecipe in Assumpsit

Filed January 5. 1849

James McMacken for Clk

Allison & Lemmy

Mary Jane Leeper
vs
Samuel Kerr

In Assumpsit
Damages $5000.

Issue a Summons returnable at the next Term. Indorse "Suit brought to recover damages for the breach of a promise of marriage made by the defendant to the plaintiff. Damages claimed $5000.

Allison & Cerr
Attys for Pltff.

January 5th A.D. 1849
To the Clerk of Union County Com Pleas

In Union Com Pleas

Mary Jane Leeper

vs

Samuel Kerr

Nar — In Assumpsit

Filed September 27. 1849
James Kirkade for Clk

Cost Bill made
No Record

Allison & Curry

The State of Ohio } Court of Common Pleas
Union County ss } Of May Term A.D. 1849

Mary Jane Leeper complains of Samuel Kerr in a plea of Assumpsit, for that whereas, heretofore to wit, on the First day of February A.D. 1845 at the County of Union aforesaid, in consideration that the plaintiff, being then and there unmarried, at the request of the defendant, had then and there promised the defendant, to marry the defendant, he, the said defendant, undertook, and then and there promised the plaintiff, to marry her, the said plaintiff; and the plaintiff avers that she, confiding in the defendant's promise hath always, since the making the same, continued unmarried, and been ready and willing to marry the defendant, to wit, at the County of Union aforesaid, and although a reasonable time for the defendant to marry the plaintiff hath elapsed, yet the defendant afterwards, to wit, on the fourth day of January A.D. 1849 at the County aforesaid, wrongfully and injuriously refused, then and there, or ever, to marry, and thence hitherto, hath refused to intermarry with the plaintiff, and then and there wrongfully discharged the plaintiff from requesting him to marry her, the said plaintiff. To the plaintiff's damages of Five thousand dollars, and therefore she brings her suit &c.

By Allison & Curry
Her attys

"Suit brought to recover damages for the breach of
a promise of marriage made by the Defendant to the
Plaintiff. Damages claimed $5000.00
Allison & Curry
Attorneys for Plaintiff"

Mary Jane Jeffers
vs
Samuel Kerr

Filed Nov. 20. 1849
James Kirkade Jr clerk

Recorded

Served this writ by delivering a certified copy
thereof to the within named Samuel Kerr.
November 20. 1849.

Fees = mileage 5
Service 35
Copy 15

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Samuel Kerr

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ forthwith, to answer unto

Mary Jane Leeper

in a plea of Assumpsit

damages $5000,00

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the twentieth day of November A. D., 1849

James Kinkade Jr Clerk.

Civil/Domestic Case File
Case No. 1849-CV-0002

No. 49-cv-2

Union Common Pleas Court.

Mathews & Shaw
Plaintiff,

AGAINST

R S Maynard
Defendant.

AUG TERM. 1849

JUDGMENT VS DEFENDANT

$905-60

Journal 4 Page 210

Record No. 5 Page 395

Ex. Doc. Page

In Union Com Pleas

Matthews & Shaw

vs

R. S. Maynard

Praecipe – In Assumpsit

Filed January 11. 1849

James McMaster Clerk

Allison & Curry

Joseph D. Matthews & William C. Shaw, Jr.
trading under the firm of Matthews & Shaw
vs
R. S. Maynard

In Assumpsit.
Damages $1200.00

Issue a summons returnable at the next Term. Indorse on the writ "Suit brought on note of hand given by defendant to plaintiffs, or order for eight hundred and sixty one dollars and ninety three cents, payable six months after the date thereof, and dated Baltimore, April 10 - 1848, &c. Also for goods sold and delivered, money had and received &c. Damages claimed as due $1200.00

To the Clerk of Union Com Pleas
January 6th 1849

Allison & Carr
Attys for Pltffs.

Suit brought, on note of hand given by defendant to Plaintiffs on order for eight hundred and sixty one dollars and ninety three cents, payable six months after the date thereof, and dated Baltimore, April 10. 1848. & c. Also for goods sold and delivered, money had and received & c

Damages claimed as due $120.00

Allison & Conry
Attys for Plffs

Union Com Pleas

Matthews & Shaw
vs
R. S. Maynard

Filed January 16. 1849
Da Kirkpatrick clerk

Served this writ by delivering a certified Copy thereof to the within named Defendant January 16. 1849.

Fees - mileage 40
service 35
Copy 15 = 90

Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon R. S. Maynard

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 Joseph D. Matthews & William C. Shaw, Jr. Trading under the firm of Matthews & Shaw,

in a plea of Assumpsit damages Twelve Hundred —— dollars.

And have you then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkwade Jr Clerk of said Court, at the Court House aforesaid this Eleventh day of January A. D. 1849.

James Kirkwade Jr Clerk.

40

In Union Comm Pleas

Matthews & Shaw

vs

R. S. Maynard

Narr – In Assumpsit

Filed July 7. 1849
James Kirkadoff clerk

Cost bill, mach
Recd

Recorded

Allison & Conroy

The State of Ohio } Court of Common Pleas. Of Union
Union County ss } County — May Term A.D. 1849

Joseph S Matthews & William C Shaw Jr. (Partners) trading under the firm of Matthews & Shaw complain of R. S. Maynard in a plea of Assumpsit, for that whereas the said defendant on the 10th day of April A.D. 1848 at the City of Baltimore in the state of Maryland, to wit, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said plaintiffs, and thereby promised to pay to the said plaintiffs or order eight hundred and sixty one dollars and ninety three cents, in six months after the date thereof, which period has now elapsed, and the 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 1st day of January A.D. 1849 at the County of Union aforesaid was indebted to the said plaintiffs in the sum of One thousand 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 thousand 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 thousand dollars for money then and there had and received by the defendant for the use of the plaintiffs;

And in twelve 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 day and year last aforesaid, at the County aforesaid, in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintiffs on request; yet 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 twelve hundred dollars, and therefore they bring suit &c.

By Allison & Curry, Their attys

Civil/Domestic Case File

Case No. 1849-CV-0003

L. 41

Jacob Reed
vs
Ephraim
A. S. Mershon

Judgment

Filed Jany 15. 1849
Satisfied & Redeemed
Cost bill made
No Record

Jacob Reed
vs
Israel S Merryman

In Assumpsit Damages
One Thousand Dollars

Issue a Summons returnable next Term. "Indorse suit brought to recover the price and value of goods and merchandise sold and delivered by plantiff to Defendant $1000 and for money lent - for money had & received, and on an account stated

Damages claims $1000.

To the Clerk of the Court of
Common Pleas

January 15 1849

Cole & Weller
Attys for Pltff.

Served this writ by leaving a
Certified Copy thereof at the residence
of the within named Defendant.
January 16. 1849.

Fees = mileage 90
Service 35
Copy 15 = 1.40

Philip Snider Sheriff

Union Com Pleas
Case No Term
vs
Isaac D. Mershon

Filed January 16 1849
A. D. McCracken for Clerk

Bill brought to recover the price of a certain
Mare, the character of which was warranted by plaintiff
to be sound & free, yet upon trial - for proof
that the mare was in an unsound state
Damages claimed $150.

Lee & Whitten atty's for
Pltff.

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Asahel S. Meishon

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 Jacob Reed

in a plea of Assumpsit damages One Thousand dollars.

And have you then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court, at the Court House aforesaid this 15th day of January A.D. 1849.

James Kirkade Jr Clerk.

Civil/Domestic Case File
Case No. 1849-CV-0004

No. 49-CV-4

Union Common Pleas Court.

J. C. Wilson
Plaintiff,

AGAINST

J. S. Alexander et al.
Defendant.

AUG TERM. 1849

JUDGMENT VS DEFENDANT

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Record No. 5 Page 483

Ex. Doc. 1 Page 568

In Union com Pleas

J. C. Wilson

vs

J. S. Alexander et al

Praecipe - Attachment

Filed April 10. 1849
James Kirkpatrick, Clk

Allison & Curry

P. C. Wilson
vs
J. S. Alexander &
O. D. Hamer

In Assumpsit. Damages $200.00

Issue a summons returnable at the next term. Indorse on the writ "Suit brought on a note of hand given by defendants to plaintiff or order for one hundred and three dollars, dated February 9th 1847, and payable twelve months after the date thereof, &c. Also for goods sold and delivered, money had and received &c. Damages claimed as due $200.00

To the Clerk of Union com Pleas

April 10th 1849

Allison & Curry Attys for Pltff.

The Clerk will also issue a summons indorsed as above to Sheriff of Hocking County for O. D. Hamer.

Allison & Curry Attys for Pltff

Suit brought on a note of hand given by defendants to plaintiff for an order for one hundred and three dollars. dated February 9th 1847. and payable twelve months after date thereof &c also for goods sold and delivered. money had and received &c. Damages claimed as due $200.00

Allison & Curry
Attys for Pltff.

Union Com. Pleas

J. C. Wilson
vs
J. S. Alexander &
O. D. Hamer

April 16th 1849
I Executed the within by leaving with the def O D Hamer a certified copy of this writ
per Serviss 35 M/Moore
Milager Shff HC

Copy 20/60
Filed April 20. 1849
James Kirkpatrick clerk

Pastd by Allison & Curry .10 Cts

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF ~~SAID~~ Hocking COUNTY, GREETING:

We command you to summon W. D. Hamer

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 P. C. Wilson

in a plea of Assumpsit damages Two Hundred — dollars.

And have you then there this writ.

Witness, ~~JOHN CARNI~~ James Kirkade Jr., Clerk of said Court, at the Court House aforesaid this 10th day of April A. D. 1849

James Kirkade Jr Clerk.

Suit brought on a note of hand given by defendants to plaintiff or order for One hundred and three dollars. dated February 9th 1847. and payable twelve months after the date thereof &c. Also for Goods sold and delivered. money had and received &c. Damages claimed as due $200,00

Allison & Curry
attys for Pltffs

Union Com Pleas

A. C. Wilson
vs
A. J. Alexander &
C. D. Hamer

Plegs filed April 24, 1849
A. Wilkinson clk

Dismissed this term April 24, 1849
by delivering a certified copy thereof
to the within named James and Stephen

Fees = mileage 5
service 75
copy 15 = 55

Philip Wilson clerk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon J. A. Alexander and C. J. Hamer.

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 J. C. Wilson

in a plea of Assumpsit damages Two Hundred dollars.

And have you then there this writ.

Witness, James Kirkadeff ~~JOHN CASTLE~~, Clerk of said Court, at the Court House aforesaid this 10 ~~th~~ day of April A. D. 1849.

James Kirkadeff Clerk.

L. 42

In Union Com Pleas

P. C. Wilson

vs

P. S. Alexander et al

Narr – In Assumpsit

Filed July 7. 1849
James Kirkpatrick clerk

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas
Union County ss } May Term A.D. 1849

P. C. Wilson complains of P. S. Alexander and O. D. Hamer in a plea of Assumpsit, for that whereas the said defendants on the 9th day of February A.D. 1847 at the County of Union aforesaid, made their promissory note in writing, and delivered the same to the said plaintiff and thereby promised to pay to the said plaintiff or order One hundred and three dollars, in twelve 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 plaintiff according to the tenor and effect thereof.

And also for that whereas the said defendants on the first day of April A.D. 1849 at the County of Union aforesaid, were indebted to the plaintiff in two hundred dollars, for the price and value of goods, then and there bargained and sold by the plaintiff to the defendants at their request;

And in two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request;

And in two hundred dollars for money then and there had and received by the defendants for the use of the plaintiff;

And in two hundred dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them. And whereas the defendants afterwards to wit, on the day and year last aforesaid at the County aforesaid in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintiff on request; yet they have disregarded their promises, and have not, nor hath either of them, 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 his suit &c.

By Allison & Curry his Attys

568

David Sayre
vs
Solon Harrington

Damages $105.34
Costs 3.41

Suit from Nov 24./49

Increased Costs 41

Filed May 27. 1850
James Kirkpatrick clerk

Recorded

Allison Henry Pltff
Atty

Received this writ January 2nd 1850. made on this writ April 25. 1850 sixty dollars ($60.00) made on the within in full fifty four dollars and eighty cents ($54.80) May 27. 1850.
Fees = Service 35
Postage 2.22 = $2.57
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A.D., 1849

David Sayne

recovered against Solon Harrington

as well ~~as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt~~ as the sum of One hundred & five dollars and thirty four cents, for his damages, as also the sum of $ 3.41 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Solon Harrington

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 20th day of November A.D., 1849, until paid; also the sum of $ 0.41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said David Sayne

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, JR., CLERK of said Court, at the Court House aforesaid, this 28 day of January A.D., 1850.

James Kinkade Jr Clerk.

567

Union Common Pleas

L. G. Wilson
vs
L. S. Hexamer &
O. D. Hanner

Damages $112.35
Costs 5.21
Debt from Aug. 16/49
Interest costs "41

Filed June 6th 1850
James Kirkpatrick Clk

Recorded

Wilson Henry
Atty Plff

June 12/50

Recd this writ December the 22 - 1849

January the 15th 1850

Execution returned Endorsed as follows by order of the Plaintiff in this Case John C Walker with his receipt in full of his Judgment in this Case except Cost the receipt I hold in my hands and the Costs made in your Court

R. Harter Shff H C

fes Service 35
Hand 50
mileage 5
process 2 36
$3 16

you will please send an order for your Costs and upon such order I will send said Costs by mail

Shff An Moore due former Shff claims apart of the Costs

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ Hocking County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of August A.D., 1849 J. C. Wilson recovered against J. S. Alexander and O. D. Hamer

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of One hundred & Twelve dollars and thirty five cents, for his damages, ~~&~~ also the sum of $ 5.21 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said J. S. Alexander and O. D. Hamer

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 14th day of August A.D., 1849, until paid; also the sum of $0,41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said J. C. Wilson

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, JR., CLERK of said Court, at the Court House aforesaid, this 26th day of December A.D., 1849.

James Kinkade Jr Clerk.

Filed Decr. 24th 1849
Ja Kirkwood for CR

issued

P. C. Wilson
vs
P. S. Alexander &
O. D. Hamer

Judgment in Union Com Pleas

Issue an Execution to the Sheriff of Hocking County.

To James Kinkade Jr Clerk

Allison & Crum
Attys for Pltff.

Civil/Domestic Case File

Case No. 1849-CV-0005

Civil/Domestic Case

1849-CV-0005

located with

Supreme Court Case

1849-SC-0005

Civil/Domestic Case File

Case No. 1849-CV-0006

No. 49-CV-6

Union Common Pleas Court.

Cyprian Lee Treas &c
Plaintiff,

AGAINST

Wm H Frank et al
Defendant.

AUG. TERM. 1849

JUDGMENT VS DEFENDANT

$204 06

Journal 4 Page 210

Record No. 5 Page 396

Ex. Doc. Page

Served this writ by delivering to James S. Alexander & W. V. Woods each a certified copy thereof on the 28th of April 1849 and by delivering to Wm H Frank a certified copy thereof on the 30th May 1849 A. C. Jennings not found.

Fees— mileage 5
service 75
Copies 45 = $1.25

Philip Snider Sheriff

Dalhousie Cont Pleas
Cyprian Lee Treasurer &c
vs
Wm H Frank & Wife

Filed May 29, 1849
B. Phillips Clerk

Dalhousie Cont Pleas
Cyprian Lee Treasurer &c
vs
Wm H Frank & Wife

Filed May 29, 1849
B. Phillips Clerk

Dalhousie Cont Pleas
Cyprian Lee Treasurer &c
vs
Wm H Frank & Wife

Filed May 29, 1849
B. Phillips Clerk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William H. Frank, A. C. Jennings, J. S. Alexander and M. N. 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 Cyprian Lee Treasurer of Union County Ohio, and Successor in Office of A. Pollock for the use of Union County

in a plea of Assumpsit damages Three Hundred dollars.

And have you then there this writ.

James Kirkadeph

Witness, ~~JOHN CASSIL~~, Clerk of said Court, at the Court House aforesaid this 28th day of April A. D. 1849.

James Kirkadeph Clerk.

In Union Com Pleas

Cyprian Lee Treasur
&c.

vs

Wm. H. Frank et als.

Praecipi -
In Assumpsit

Filed April 28. 1849
James Kickade for Clk.

Allison & Curry

Cyprian Lee Treasurer of Union County, Ohio and Successor in Office of A. Pollock, for the use of Union County,

vs

Wm. H. Frank
A. C. Jennings
D. S. Alexander &
Wm. W. Woods

In Assumpsit.

Damages $300.00

Issue a summons returnable at the next Term. Indorse on the writ, Suit brought, on a note of hand given by defendants to A Pollock or his Successor in Office for the use of Union County, for one hundred and thirty dollars, Payable on or before the 26th of January 1845 with interest from date to be paid annually, dated the 19th day of November 1841 &c. also for goods sold and delivered, money had and received &c.

To the Clerk of Union Com Pleas
April 28th 1849

Allison & Curry
Attys for Pltff

hundred dollars, and thereupon he brings suit &c
Pltf Allison & Avery his attys.

L. 44

In Union Com Pleas

Cyprian Lee Treasurer &c

vs

Wm. H. Frank et als

Narr. - In Assumpsit

Filed July 7. 1849
James Kirkadoff Clerk

Costs bill and fees
paid

Recorded

Allison & Avery

The State of Ohio } Court of Common Pleas.
Union County ss } May Term A.D. 1849.

Cyprian Lee Treasurer of Union County Ohio and successor in office of ~~Alexander~~ A. Pollock, for the use of Union County, Complains of Wm. H. Frank, ~~A. G. Jennings~~, J. S. Alexander, and William W. Woods, (the Sheriff having returned, Not found, as to A. G. Jennings against whom process in this cause was also issued), in a plea of Assumpsit for that whereas the said defendants with the said A. G. Jennings on the 19th day of November A.D. 1848 at the County of Union aforesaid made their promissory note in writing, and delivered the same to one A. Pollock then Treasurer of said County of Union, and thereby promised to pay to the said A. Pollock or his successor in office for the use of Union County One hundred and thirty dollars on or before the 26th of January A.D. 1845, with interest from the date thereof, which period has now elapsed, and the said defendants and the said A. G. Jennings then and there in consideration of the premises, promised to pay the amount of the said note to the said A. Pollock or to his successor in office for the use of Union County, according to the tenor and effect thereof, and the said A. Pollock then delivered, transferred the said note to the plaintiff who was and is the lawful successor in office of the said A. Pollock.

And also for, that whereas the said defendants and the said A. G. Jennings on the 1st day of April A.D. 1849 at the County of Union aforesaid, were 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 defendants and the said A. G. Jennings at their request;

And in three hundred dollars for money then and there lent by the plaintiff to the defendants and the said A. G. Jennings at their request;

And in three hundred dollars for money then and there paid by the plaintiff for the use of the defendants and the said A. G. Jennings at their request;

And in three hundred dollars for money then and there received by the defendants and the said A. G. Jennings for the use of the plaintiff;

And whereas the defendants and the said A. G. Jennings afterwards on the day and year last aforesaid, at the County aforesaid, in consideration of the premises, then and there promised to pay the said ~~last men~~ tioned several sums of money to the plaintiff on request; yet they have disregarded their promises, and have not nor hath either of them paid the said several sums of money, nor either of them, nor any part thereof; either to the said A. Pollock or to the plaintiff as his successor in office, to the damage of the plaintiff three

S. A. 155

Cynthia Ann Scammon
vs
William H. Frank
et al

Damages $204.06
Cost 5.14
This writ 41

Paid this 14 1852 $96.10
Filed June 14 1852
Benjamin Skinner Clerk

Sandusky
Gunn & Pardee
Atty for Pltff

Received this writ April 27 1852
No Goods or chattles ~~Lands or tenem~~ found whereon to Levy I therefore Levied upon the the following Described real Estate to wit Lying and being in the County of Union and State of Ohio and in the Town of Marysville to wit Lot No 87 Eighty seven had the same Appraised on the 7 day of May AD 1852 by the oaths of W H Skinner & Rathburn and John Johnson at one thousand dollars; And deposited a copy of the Appraisement with clerk of the Court from this writ issued
Advertised the above Described real Estate in the Marysville Tribune a news paper Published and in General circulation in union County Ohio for at Least thirty days previous to the day of sale Afterwards to wit on the 14th day of June AD 1852 it being the day I Advertised said real Estate to be Sold between the Legal hours; offered the same for sale at the door of the Court house in said county at Public auction and Not Sold for want of Bidders
June 14th 1852

Fees Milage	5
Levy	35
Levy	35
Copy Appraisement	30
Advertising	25
Inquest	1 00
Appraisers fee	1 50
Printers fee	$3.80
	$3.00

William C Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Said **County, Greeting:**

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of August A. D. 1849 Cyprian Lee Treasurer of Union County Ohio recovered against William H Frank & James S Alexander as Principal & William W Woods, as surety as well as the sum of Two Hundred & four dollars and six cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages; as also the sum of $ 5.14 for his cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William H Frank & James S Alexander, as Principal & William W Woods, as surety you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 14th day of August A. D. 1849 until paid; also the sum of $ 0 41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Cyprian Lee, Treasurer of Union County Ohio

Hereof fail not at your peril; and have then there this writ,

James Turner
Witness ~~JAMES KINKADE, Jr.~~, Clerk of said Court, at the Court House aforesaid, this 27th day of April A. D., 1852

James Turner Clerk.

C. Lee. Treasurer

vs

William H. Frank & als

Rec. on Ex

Filed April 27 1852
James Lowner Clerk

Cyprian Lee, Treasurer of
Mercer County Ohio } In Mercer Com. Pleas
vs
William N Frank et als } Judgment $204.06=

To the clerk } Issue Execution
of Mercer Com. Pleas } in this case for goods &c
April 27th 1832

James W Robinson
Atty for Plff

Civil/Domestic Case File

Case No. 1849-CV-0007

No 49-cv-7

Union Common Pleas.

STATE of OHIO.

against

A Pollock et al

Defendant.

AUG TERM 1849

Judgment VS Plaintiff

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Ex. Doc. *Page*

In Union Com Pleas

The State of Ohio for the use &c

vs

Alexander Pollock & Las S. Alexander

Praecipi –
In assumpsit

Filed April 28. 1849
James Miller Madeyh clerk

Allison & Curry

The State of Ohio for the use of the Fund Commissioners of Union County

vs

A. Pollock &
R. S. Alexander

In Assumpsit.

Damages $200.

Issue a Summons returnable at the next Term. Indorse on the writ "Suit brought on a note of hand given by defendants to plaintiff for One hundred and fifty dollars, on demand, with interest at seven per cent. Dated August 2nd 1847. Given for Surplus Revenue, and subject to the Act regulating the distribution of the same, &c. Also for goods sold, money lent, money had and received &c. Damages claimed as due $200.

To the Clerk of Union Com Pleas
April 28th 1849

Allison & Curry
Attys for Plff.

Defendants to Plaintiff for
Bought & Sold Goods Given by Defendants to Plaintiff for
One hundred and fifty dollars, & demand with interest at
Seven per cent Dated August 20 1847 Given for surplus
revenue, And subject to the act regulating the distribution
of the Surplus &c. Also for goods sold, money lent, money had
And received &c. Damages Claimed at the sum of $200.

Allen Vance
Atty for Plt

In Union Com Pleas

The State of Ohio for
the use &c
vs
A Pollock &
J. S. Alexander

Filed May 29. 1849
Jas Whitlock Jr clerk

Served this writ by delivering to the
within named James S. Alexander a
certified copy thereof on the 28th day
of April 1849 also by delivering to Amanda
Pollock a certified copy thereof on the 29th
day of May 1849 Fees — mileage 5
Service 55
Copies 30 = 90
Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon A. Pollock and J. 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 The State of Ohio for the Use of the Fund Commissioners of Union County

in a plea of Assumpsit damages Two Hundred dollars.

And have you then there this writ.

James Kinkade Jr

Witness, ~~JOHN CARSIL~~, Clerk of said Court, at the Court House aforesaid this 28th day of April A. D. 1849.

James Kinkade Jr Clerk

2.45

In Union Com Pleas

The State of Ohio for &c

vs

A. Pollock &
J. S. Alexander

49

Narr - In Assumpsit

Filed July 7. 1849
James Kirkade p. clerk

Cost bill & mad
Recd

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas.
Union County ss } May Term A.D. 1849.

The State of Ohio for the use of the Fund Commissioners of ~~the~~ Union County complains of A. Pollock and I. S. Alexander in a plea of Assumpsit: for that whereas the said defendants on the 2nd day of August A.D. 1847 at the County of Union aforesaid made their promissory note in writing, and delivered the same to the plaintiff and thereby promised to pay the plaintiff, on demand, one hundred and fifty dollars with interest at seven per cent per annum (the said note having been ~~there~~ and there given for Surplus Revenue and made subject to the act regulating the distribution of the same), And the said plaintiff avers that afterwards, to wit on the 1st day of April A.D. 1849 payment of the said note was demanded by him of the defendants.

And whereas also, the said defendants on the 1st day of ~~April~~ A.D. 1849 at the County of Union aforesaid, were 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 defendants at their request.

And in three hundred dollars for money then and there lent by the plaintiff to the defendants at their request;

And in three hundred dollars for money then and there received by the defendants, for the use of the plaintiff.

And in three 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, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively promised the plaintiff to pay him the said several moneys on request; yet the defendants have disregarded their 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.

590

The State of Ohio Fayette county Union County ss

A. Pollock vs A. Alexander

Damages $161.34 Costs 4.94½ Interest .41

Filed Feb 2, 1851. J. Shinkadder clerk

Levied

Allison & Lewis atty for Plaintiff

Received this writ December 6th 1850

No goods or chattles found whereon to levy

Levied december 16th 1850 upon the following described real Estate to wit situate in the County of Union and State of Ohio and bounded and described as follows being part of Survey No 3354 beginning at a stake in the center of the Milford ~~State~~ Road Corner to a lot ~~of~~ sold by James H Gill to John Cassil thence S 41 W 38 poles to a stake in the center of said Road thence S 49 E 60 poles to a stake in the center of the London Road thence with said Road N 11° 30 E 24 poles to a stake in the East original line of said survey thence with said line N 90° 25 W 9 poles and ~~line~~ his to the Corner of the lot sold to John Cassil as aforesaid thence N 49 W with the line of the lot sold to said Cassil to the place of Beginning Contuining Nine acres more or less — ~~also on other piece or parcel of land situate in the said County also Being part of Survey No 3351 Bounded and described as follows beginning at the Junction of the Milford and London State Road in the center of said Road South of the Town of Marysville thence with the Milford Road to the present point of the Compass S 40 W 50 poles to the south line of said original survey No 3351 thence with said line Connecting the Corner thereof S 49 E 66 poles to the center of the London State and thence with said road N 11 E 105½ poles to the place of Beginning contuining seven acres two roods and 29 poles more or less~~

Also one other piece of land situate in the said County of Union and Bounded and described as follows being part of survey No 3354 Beginning at a stake in the center of the Milford Road in the East Origanal Line of said survey thence S 41 W 32 poles to a stake in the center of said Milford Road thence S 49 E 40 to a stake in the east line of said survey thence with said east line N 90, 25 W 52 poles to the Beginning contuining four acres more or less

And the above described Real Estate appraised on the 17th day December AD 1850 by the oaths of John Cassil Charles Rathbun and James E Varoott at thirty dollars pr acre for each parcel of land described above and delivered a certefied copy thereoff to the clerk of the court from whence this writ issued advertised the same in the Marysville Intelligencer a News paper published and in general circulation in union county and state of Ohio for at least thirty days previous to the day of sale afterwards to wit on the 29th day of January AD 1851 it being the day I advertise the same to be sold between the Legal hours of ten o'clock A M and four o'clock P M offered the same for sale at the door of the court house in said county by public auction and not sold for want of Bidders

Fees
Levy $5.00
Serv 3.00
Advertising 1.50
Atty Fee 4.40
Copy 25
Mileage 5.50

Printers Fee Paid By the Defendent
Atty Fee Paid in full

William C. Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union **County, Greeting:**

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of August A. D. 1849 The State of Ohio for the use of the Fund Commissioners of Union County recovered against A. Pollock and J. S. Alexander

as well ~~as the sum of~~ _____ ~~dollars and~~ _____ ~~cents for~~ _____ ~~debt, as~~ the sum of One hundred & Sixty One dollars and thirty four cents, for its damages; as also the sum of $ 4.94½ for _____ cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said A. Pollock & J. S. Alexander

you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 14th day of August A. D. 1849 until paid; also the sum of $ — 41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said State of Ohio for the use of the Fund Comr. of Union County

Hereof fail not at your peril; and have then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court, at the Court House aforesaid, this 6th day of December A.D., 1850

James Kinkade Jr Clerk.

Filed Dec. 6. 1850
J Kinkade Jr. Clerk

The State of Ohio for use }
vs
Alexander Pollock
et al

Judgt in Union Com Pleas

Issue a Fi. Fa — in above case to Sheriff of Union County —

To James Kinkade Jr. Clerk
Dec 6th 1850

Allison & Lemm
Attys for Pltf —

Civil/Domestic Case File

Case No. 1849-CV-0008

No. 49-CV-8

Union Common Pleas Court.

James E Herrell
Plaintiff,

AGAINST

A Pollock et al
Defendant.

AUG TERM. 1849

Dismissed

No Record.

Journal 4 Page 211

Record No. Page

Ex. Doc. Page

James E. Harriott
vs
A Pollock and
A C. Robinson

Filed May 8th 1849
J Kirkpatrick Jr Clerk

J. C. Dougherty Atty for
Plaintiff

James E Harriott
vs
A Pollock and
A C Robenson

Clr Debt. $99.00 Dollars Damages $1200 dollars

Issue A Summons Returnable at the next term of the Court. Endorse Suit brought on ~~a note on~~ ~~bill of~~ promisory Note given by Defendants to Plaintiff for Ninety nine Dollars and dated October 7th 1847. And made payable on the first day of May 1849 with interest, to plaintiff or bearer by one or either of us. Under seal and attested by Jacob Pathemore and Jacob A Pathemore also for goods sold and delivered money had and Received

C C Dougherty att for Plaintiff

May 7th 1847.

J. James Runcade Clerk of Union common Pleas

Union Com Pleas

James E Harriott
vs
A. Pollock & A. C. Robinson

Sum in Debt

Suit brought on a promissory note given by defendants to Plaintiff for Ninety nine dollars. and dated October 7th 1847 and made payable on the first day of May 1849. with interest to plaintiff or bearer by one or either of us. under seal. and attested by Jacob Parthomer and Jacob A. Parthomer. also for goods sold and delivered money had and received.

J. C. Doughty
att for Plaintiff

Filed May 28, 1849
Ja S Kirkade Jr clerk

Served this writ May 12, 1849 by delivering a certified copy thereof to each of the within named defendants.

Fees - Service 55
copies 30
mileage 25 = 110

Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon A. Pollock and A. C. Robinson

to appear on the first day of our next term, before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto James E. Hamott

in a plea of Debt. Debt $99.00 damages Twelve dollars.

And have you then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court, at the Court House aforesaid this Eighth day of May A. D. 1849.

James Kirkade Jr Clerk

J. E. Harriott

vs

A. Pallack &

A. G. Robinson

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Jacob Parthemore & Jacob A. Parthemore

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, forthwith ~~on the first day of next term, at ten o'clock, A.M.~~, to testify and the truth to speak on behalf of James C. Harriott

in a certain controversy in said Court depending, wherein James C. Harriott ~~A. C. Robinson~~ is Plaintiff, and A. Pallock & A. C. Robinson is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House aforesaid, this 19th day of Sept. A.D., 1846.

John Cassil Clerk.

L. 46

James E. Harrott

~

A Pollock and
A C Robinson

L Maria commn pleas.

Filed July 4. 1849

James Kirkpatrick clerk

bad bill
no record

J C Dougherty Atty for
plaintiffs

State of Ohio } In Common
Muskingum County } pleas. May Term A.D. 1849.

James E Harriott Complains of A Pollock and A. C. Robinson in a plea of debt, for that whereas the ~~A~~ said A Pollock and A C Robinson made their certain promissory Note on the 7th day of October A.D. 1847 sealed with their seals and now to the Court here shown and then and there delivered the same to the said James E Harriott and thereby bound one or either of ~~them~~ us to pay to the said James E Harriott or bearer Ninty nine Dollars on the first day of May 1849 with interest and attested by Jacob Pathmore and Jacob A Pathmore which period has now elapsed — And also for that whereas the said A Pollock and A C Robinson on the first day of May Eighteen hundred and forty nine was indebted to the said James E Harriott in ninty nine 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 Ninety nine Dollars for Money ~~had~~ then and there lent by the Plaintiff to the Defendants at their Request And whereas the Defendants afterwards on the fifth day of May 1849 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 they ~~hath~~ have disregarded their promises

and hath not paid the several sums of money nor either of them nor any part thereof to the Damages of the Plaintiff twelve Dollars and thereupon he sues

~~by Jury Suit~~

By J. C. Doughty his Attorney

James E Hamett
v
A Pollock
and A C Robinson

Settled by parties

Filed Aug 14 1849
J Kirkpatrick Clerk

James E Hamott
vs
A Pollock and
A C Robinson

In Union Common
pleas. August Term
A D 1849.

This case settled by the
parties, papers in the case to be
drawn, and no record to be
Defendants to pay ~~Costs~~
the Costs,
August 14th 1849

A. Pollock
A. C. Robinson
H. C. Doughty attorney for
Plaintiff

Civil/Domestic Case File

Case No. 1849-CV-0009

No. 49-cw-9

Union Common Pleas Court.

R L Browne

Plaintiff,

AGAINST

Jacob A Parthemore

Defendant.

NOV. 1849

Dismiss at Pltfs Costs

Appeal

vs. Defendant

No Record.

Journal 4 Page 271

Record No. 5 Page 518

Ex. Doc. Page

Law No. 36.

R L Broome

vs

Jac A Parthomer

Cost Bill mad

Record

Recorded

Judgment to settle with the interest & cost
that may accrue in the Court of Common Pleas

James Kinkade Jr

Taken signed and acknowledged
before me this 22 day of November 1848

James Lower J.P.

The State of Ohio Union County ss
I hereby certify the within transcript to be
a correct copy from my Docket
this 18 day of May AD 1849

James Lower
Justice of the peace

R. L. Brown
as transcript
L. A. Parthemos

Filed May 18. 1849
James Kinkade Clerk

R L Broom
vs
Jacob A Parthemore

Judg —	$75,00
summons	12½
satisfaction	10
Judgment	12½
Bail Bond	25
this Transcript	31¼
	91¼

State of ohio Union County ss
Suit Brought on Note for one hundred Dollars Due on or before the 1st day of November 1844. Dated July 22nd 1844. said note is Endorsed Receiud on the within thirty dollars July 22nd 1844. Received December 17th 1844 ten dollars
November 10th 1848 summons issued Returnable on the 14 day of November 1848 at 10 oclock A M. which summons was Returned by Wm J Brophy constable Endorsed served by reading to the within named Jacob A Parthemore
fees 15
Nov 10th 1848 Wm J Brophy constable

November 14th 1848 the Defendant failed to appear and make any Defence it is therefore considered by me that the Plaintiff R L Broom Recover of the Defendant Jacob A Parthemore a Judgment by default for the sum of seventy five dollars & costs of suit

In the above suit of R L Broom against Jacob A Parthemore. I James Kinkade Jr do acknowledge my self Bail for the said Jacob A Parthemore for an appeal to the court of common pleas in the sum of one hundred dollars to be levied on my goods and chattles lands and tenements if in case the said Jacob A Parthemore fail to pay the

R. L. Broome
vs } Bond.
Jacob A. Parthomer

Filed Jun 26. 1849
James Kirkado p Clerk

Know all men by these presents that we Jacob A. Parthomer and James E Harriotts are held and firmly bound unto R L Broome in the sum of One hundred and Sixty Dollars. to the payment of which well and truly to be made we do hereby jointly and severally bind our selves our heirs Executors and administrators sealed with our seals and dated this 25th day of June AD 1849.

The condition of the above Obligation is such, that whereas, there is now pending in the Court of Common Pleas of Union County Ohio. an Appeal, from the docket of James Turner a justice of the Peace for said County. upon a certain Judgment rendered by said justice in favor of said Broome and against the said Jacob A Parthomer. for the sum of seventy five Dollars. and costs of suit amounting to 91¼ cts Now if the said Jacob A Parthomer shall pay the full amount of the Debt or damages, and costs. which may be adjudged against him in said action. then this obligation shall be void. otherwise in full force and virtue in Law.

Jacob A Parthomer Seal

James E Harriotts Seal

approved
June 26. 1849
James Kirkpatrick clerk

In Union Com Pleas

R. L. Broome

vs

Jacob A Parthemore

Narr & In Assumpsit

Filed July 7. 1849
James Kirkland Jr clerk

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas.
Union County ss } May Term A.D. 1849.

R. L. Broome complains of Jacob A Parthemore in a plea of Assumpsit, for that whereas the said defendant on the ~~first~~ twenty second day of November A.D. 1844 at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the plaintiff and thereby promised to pay to the said plaintiff or order, One hundred dollars on or before the 1st day of November A.D. 1844 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.

And also for that whereas the said defendant on the 1st day of October A.D. 1848, at the County aforesaid was indebted to the plaintiff in one 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 one hundred dollars for certain lands and premises, with the appurtenances, then and there bargained, sold and released by the plaintiff to the defendant at his request;

And in one 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 last aforesaid at the County 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 promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof; to the damage of the plaintiff One hundred dollars, and therefore he brings his suit &c.

By Allison & Curry His attys.

Jacob A Prathum
adm
R L Brown

Filed July 25. 1849
James Kirkpatrick clerk

J C Dougherty atty
for Deft

Jacob A Pathmore
ads-
R. L. Broom

In Union Common pleas
May Term AD 1849

And the said Jacob A Pathmore comes and defends - and says that he did not assume and promise in manner and form as the said R L Broom hath declared against him and of this he puts himself upon the country and the said R L Broom doth the like.

By J C Dougherty 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 did obtain the said Note in the Declaration described through fraud - covin, and misrepresentation and that the land - so described in the third count of the Declaration mentioned with the appurtenances bargained - sold - and delivered by the Plaintiff to the Defendant at his request, that said Plaintiff had no right - title interest - or contract to sell or otherwise dispose of - and that the said Note given for the payment of the said land - so set forth in the Declaration was fraudulently - obtained

Fleming & Allen for Defd.

and whether he Broom did not say he would refund what had been paid if Crater lost the land or words to that effect &c

By Swan & Andrews
Solrs for Petitioner

Union Cty Ces

Jacob A Pattison
v
Robert Brown

Bill of Discovery

Filed Nov. 23. 1849
Samuel Pinkard Clk

To the court of common pleas of Union County in chancery sitting:

Your Orator Jacob A Parthemore represents that Robson S Broome is prosecuting a suit on the law side of this court against your Orator now pending on a note made by your Orator to said Broome for $100 upon which has been paid fifty dollars. Said note was given for a part of the purchase money of land in what is commonly called the Wallack tract in said county to which said Broome had when he sold to Orator a defective and void tax title but which orator believed and said Broome represented when he sold to orator was a good title. Before the commencement of this suit the true owners brought suit in Ejectment and recover said land and orator was turned out of possession of said land so purchased by him of Broome. While said action of ejectment was pending the said Broome promised and agreed with your Orator (your Orator having before paid fifty dollars of said note) that if your Orator lost said land he Broome would pay back to your Orator the said fifty dollars or the money then already paid and would not ask your Orator to pay any more on the land. Your Orator having lost the land said Broome notwithstanding and ~~after said land was so lost~~ while said ejectment was pending and now claims to keep the money paid and to recover the whole of said note. Your Orator has no other means of proving said agreement of Broome in the premises but by drawing it from him by discovery in this court and prays that said Broome may answer the premises and say to the best of his knowledge remembrance and belief

1 Whether he did not tell Orator that if he Orator lost the land he would never ask him for pay of balance of note &c or words to that effect.

2 Did not Orator tell Broome that his expenses had been spent and cost him amount before the Supreme court McElwee as land paid for by expense already

Union Com. Pleas

R. S. Broome
vs. E. Cley
J. A. Parkhurst

Answer.

Filed Nov. 23. 1849
James Kirkpatrick p. clk

Allison & Cum
Solrs.

The answer of Robson S. Brown Defendant, to the Bill exhibited against him by Jacob A. Patterson Defendant.

This defendant now and at all times saving, &c. for answer to said Bill or to as much thereof as he is advised that it is material or necessary for him to make answer unto, says that he admits that he has sued said Compl.t upon said note as charged in said Bill; That said Patterson has paid upon said note the following sums only, viz. Thirty dollars, paid on the 22d day of July, 1844; Ten dollars on the 17th day of December 1844; On the 17th day of June 1845 this defendant gave to one James E. Harriott an order, in writing, upon said Patterson for Ten dollars, which said Patterson paid to said Harriott, as this Defendant is informed and believes. This defendant afterwards, frequently, and before the commencement of said suit on said note, requested said Patterson to produce said order to him and settle the same and have the same endorsed on said note as a payment thereon, and said Patterson agreed that he would do so and pay the balance of said note but he never did so. This defendant was always willing to credit said order on said note as was the intention when said order was given but said Patterson did not produce to him said order, and therefore deft was uncertain, except from hearsay, that he had said order. —— Said note was given for a portion of the Mattox Andrews land, but deft had no tax title thereto; he had only a possessory title, and the Compl.t perfectly well knew that the title which he was buying was only a title by possession and was willing to buy the same and run the risk as to the validity of the title. These

was however, an understanding that, if the land should be taken from Parthemon within two years after said payments were made, then said Broome was to release said Parthemon from the payment of the balance due on said note. Deft never represented to said Complt as far as he can now remember that he had anything but a title by possession. No action of Ejectment has ever been brought against Parthemon by the true owner or anybody else, for said land. Deft utterly denies making any other agreement touching the premises at any time with said Parthemon than as above admitted and stated. And particularly Deft denies that he agreed to ~~[illegible]~~ to never ask for the balance of the note in manner as represented in the Complts. 1st interrogatory, but said agreement was limited as above stated to two years from the time of said payts. Said Deft. denies ever having agreed to pay any of the costs and expenses mentioned in Complts. second interrogatory. And having fully answered he prays to be hence dismissed with all his reasonable costs, charges, &c. After the expiration of said two years, said Complt frequently agreed to pay the balance of said note, but never did pay the same.

And having thus fully answered he prays, &c.

Robert L. Broome

Allison & Conroy
Solrs for Defs.

The State of Ohio,
Union County S.S.

I. Robson V. Broome, being duly sworn deposes and says that all the several matters and things which are set forth in the foregoing answer as from the information of others I believe to be true, and all the several other matters and things therein set forth are true in substance and in fact.

Robson V. Broome

Sworn to and subscribed in open Court this 23rd day of November 1869.

James Whitacre Clerk

Broome
vs
Parthomer
Ent for wits

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON James Turner, Jacob S Parthemer Edward Smith, and Archibald McDowel

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the first day of next term~~ on the 17th day of August 1849, at ~~ten~~ 2 o'clock, A.M., to testify and the truth to speak on behalf of Jacob A Parthemer

in a certain controversy in said Court depending, wherein

R L Broome is Plaintiff, and Jacob A Parthemer is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Rinkadle

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 15 day of August A.D., 1849.

James Rinkadle Clerk.

Brown
vs
Parthomer

Filed Nov. 23. 1849
James Kirkpatrick Clk

R. L. Moore } In Union Com Pleas
vs
Jacob Parthemore } Issue Subpoena returnable
forthwith for James Turner and
Peyton B. Smith witnesses for Pltff.

To Jas Kinkade Jr Clerk
Nov 23rd 1869

Allison & Conry
Attys for Pltff

Filed Aug. 15. 1847
James Kirkpatrick for Ck

Jacob A Pathmar
vs
Robinson Le Baron

In Union
Common
Pleas

Issue a Subpoena for James
Turner - Jacob S. Pathmar Edward
Smith - Archibald - McDowell - witnesses
for Defendant. Returnable forth[illegible] fourth day
August 15th 1849 -

J C Doughty Att for
Defendant

To James Kinkade Clerk of
Union Common Pleas

Served this writ personally upon the within named Peyton B. Smith and James Turner.
Nov. 23. 1849.

Fees = mileage 5
Service 25 = 30

Philip Snider Sheriff
By Wm. Mills Deputy

P S Brown
5
Issue & Pa Thomas
2 4 6 8

Filed Nov. 23. 1849
Thos. Rada C. C. M. R.

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon James Turner and Payton B Smith

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville. ~~on the~~ Forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of R L Brown in a certain controversy in said Court depending, wherein R L Brown is Plaintiff, and Jacob A Parthemer is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 23d day of Nov, A. D., 1849. James Kinkade Jr Clerk.

Received on the within thirty dollars
July 22d 1849
$30.00
December 17th 1849 Received on the within
Note ten dollars

J. A. Pentland
Nov 8th 1850.

Instalment Received Jan. 14th 1848
on the within 4 Dollars for the sum of
$76.00 Jane Skinner 8.9

On or before the 1st day of November A.D. 1844
I promise to pay R. L. Brown or order One
Hundred dollars for value received
July 22d 1844

Jacob D. Rothemer

$100:00
attest James Turner

E. D. 1228 238

Robson L Broom
vs
Jacob A Porthemore

Damages	$30.00
cost	13.37½
increased cost	9.18
Total cost	41

Filed June 12 1852
James Downer Clerk

Received this writ April 23d 1852

Money made in full
Returned Aug fees
June 12 1852

W. B. Allen Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements, or~~ Goods & Chattles Jacob A Porthemore to wit, one two hose wagon two black mars & one colt

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Robson L Broom

the sum of Fifty — dollars

and ~~cents for~~ for

his damages, together with $ 13.37½ for his costs, with interest thereon from the 23d day of November A. D. 1849 until paid, which late in our said Court the said Robson L Broom

recovered against the said Jacob A Porthemore

as of record is manifest. Also, $ 9.18 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

Hereof fail not at your peril, and have then there this writ.

James Turner

Witness, ~~JAMES KINKADE Jr.~~, Clerk of said Court at the Court House in Marysville, this 23d day of April A. D. 1852

James Turner Clerk.

Ex Doc 132

Robson S. Brown
vs
Isaac A. Pattison

Damage $50.00
Costs 13.37½
Increase 3.16
This Writ .41

Received
Sept 8th 1837

Cr July 14th 1837 $14.32

Filed September 30th 1837
Jos Kirkpatrick for clerk

Allison Henry atty for plff

Received this writ September 10th 1837
the property here to have levied upon in this cause being insufficient to satisfy this Execution in my opinion I levied September 16 to 1837 upon the following property to wit one Eight day block one ten plate stove and one Bureau there being in my opinion not sufficient property levied upon to satisfy the demand i levied upon the above described property and had the same Advertised with the the with in discribed property in the Mercersville Tribune a news paper published and in general circulation in union county for at least

ten days previous to the day of sale I afterwards to wit on the 27th day of September A being the day i Advertised the same to be sold between the Legal hours offered the same at the Residence of the Defendant by public auction and not sold for want of bidders

	Fees Milage	10
	Levis	35
	Levy	35
	Advertising	25
Sept 29th 1837	Printers fee	1 50
		2,55

William C Martin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of Jacob A. Parthemor to wit.

One two Horse Waggon and One Black Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Robson L. Broome

the sum of Fifty ——— dollars ~~and~~ ——— ~~cents~~ for his ——— for damages, together with $ 13..37½ for — costs, with interest thereon from the 23rd day of November A. D. 1849 until paid, which late in our said Court the said Robson L. Broome recovered against the said Jacob A. Parthemor

as of record is manifest. Also, $ 3 „16 — increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Robson L. Broome

Hereof fail not at your peril, and have then there this writ.

Witness, JAMES KINKADE Jr., Clerk of said Court at the Court House in Marysville, this 10th day of September A. D. 1851

James Kinkade Jr Clerk.

122

Robert L. Brown
vs
Jacob A. Parkinson

Damages $50.00
Costs 13.37½
Levied this writ .41

Received

Filed April 8. 1851

Filed April 8. 1851
James Kilbride Clerk

Mein & Curry atty's for Plff.

Received this writ March 13th 1851
Levied March 14th 1851 upon one two horse Wagon and one Black Mare Advertised said Property in the Marysville Tribune a news paper published and in general circulation in union county Ohio for at least ten days previous to the day of sale I afterwards to wit; on the 8th day of April AD 1851 between the legal hours of 10 oclock A.M. and 4 oclock P.M. it being the day I advertised said property to be sold; offered the same for sale agreeable to law and ~~to the highest bidder~~ not sold for want of Bidders

Fees Milage 5
Levis 35
~~Serv~~ 35
Bond 50
Advertising 25
Pr Fee 125

William L. Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union — **County, Greeting:**

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A. D. 18 49 Robson L. Broome — recovered against Jacob A. Parthemer —

~~as well as the sum of _____ dollars and _____ cents for _____ debt, as~~ the sum of Fifty — dollars and _____ cents, for his damages; as also the sum of $13.37½ for _____ cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Jacob A. Parthemer — you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 23rd day of November A. D. 1849 until paid; also the sum of $, 41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Robson L Broome

Hereof fail not at your peril; and have then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court, at the Court House aforesaid, this 13th day of March A. D., 1851

James Kinkade Jr Clerk.

E. D. 122

Robson & Browne
vs
Jacob A Barthence

Damages $13.00
Cost 13.372
Accrue cost 6.11
Thes writ 41

Filed Office 1st 1852
James Stoner Clerk

Allen & Curry Atty for Plff

Received this writ February 26 1852
it being My opinion the property heretofore Served upon not sufficient to satisfy this Judgement I therefore Served upon one Black Mule and lott March 9th 1852
Had the within and the above described Property Advertised in the Marysville Tribune a news paper published and in General Circulation in union County ohio for at Least ten days Previous to the day of Sale Afterwards to wit on the thirty first day of March AD 1852 it being the day I Advertised Said Property to be Sold offered the ~~um~~
at the Residence of the Defendant at Public Auction and not Sold for want of Bidders

	Fees Milage	20
	Levis	35
April 1st 1852	Levy	35
	Advertising	25
	Printers Fee	1.50
		$2.65

William C Martin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ goods & Chattles of Jacob A Dorthemore to wit one two horse wagon one black Mare one eight day clock one ten plate Stove one one Bureau

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Robson L Broom

the sum of Fifty dollars

~~and~~ ~~cents for~~ for his

damages, together with $ 13, 37½ for his costs, with interest thereon from the 23th day of November A. D. 1849 until paid, which late in our said Court the said Robson L Broom recovered against the said Jacob A Dorthemore

as of record is manifest. Also, $ 6, 11 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Robson L Broom

Hereof fail not at your peril, and have then there this writ.

Witness, James Turner ~~JAMES KINKADE Jr.~~, Clerk of said Court at the Court House in Marysville, this 26th day of February A. D. 1852

James Turner Clerk.

R. L. Browne
vs
Jacob A. Barthemer

Precipe for Execution

Filed March 11. 1851
J. Kinkead for CK

R. L. Broome
vs
Jacob A Parthemore

Judgt in Union Com Pleas —

Issue an Ex in above case

To Jas Kinkade Jr Clerk
March 11th 1857

Allison & Curry
Attys for Plff

Civil/Domestic Case File

Case No. 1849-CV-0010

Civil/Domestic Case

1849-CV-0010

located with

Supreme Court Case

1849-SC-0007

Civil/Domestic Case File

Case No. 1849-CV-0011

Civil/Domestic Case File

Case No. 1849-CV-0012

No. 49-CU-12

Union Common Pleas Court.

John Moorlee
Plaintiff,

AGAINST

Wm B Morse
Defendant.

AUG TERM, 1849

JUDGMENT VS DEFENDANT

Journal 4 Page 220

Record No. 5 Page 418

Ex. Doc. 1 Page 5-45

Union Com. Pleas

John Moodie
vs } Praecipe
Thos B Morse

Ja Acmpert

Filed May 24, 1849
James Kirkpatrick for clerk

By Cole & Walker

John Moochie
vs
Wm B Morse

In Assumpsit Damages Four hundred Dollars

Issue a Summons returnable next Term in debt brought on three Promissory Notes of hand given by Defendant to plaintiff ~~Each~~ ~~bear dated~~ for one hundred Dollars Each, Each dated February 8 1846. the first of said Notes for drawn payable on the 15th day of April 1847. the second drawn payable on the 15th day of April 1848 and the third drawn payable on the 15th day of April 1849. Each of said Notes ~~drawn~~ drawn with interest from the 15th ~~day~~ of April 1846 = Also for goods sold ~~and~~ and delivered. - and on an account stated.

To James Kirkade Jr
Clerk of the Court of
Com. pleas Venango County Pa

Dated May 24 1849

Hole & Wilder
Attys. for Plff.

Served this writ May 25, 1849
by delivering to the within named
Wm B. Morse a certified copy
thereof

Fees - mileage 35
service 35
copy 15 = 85
Philip Snider Sheriff

Union Com Pleas

John Moodie
vs
Wm B. Morse

Sum in assumpsit

"Suit brought on three several notes of hand given by Defendant to Plaintiff for one hundred dollars each. Each dated February 3. 1846 the first of said notes drawen payable on the 15th day of April 1847 the second drawn payable on the 15th day of April 1848. and the third drawn payable on the 15th day of April 1849. each of said notes drawn with interest from the 15th of April 1846. also for Goods sold and delivered. and on an account stated.

Cole & Witter attys
for Plff

Filed May 25. 1849
James Kinkade Jr. Clerk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm. B. Morse

to appear on the first day of our next term, before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto John Woodie

in a plea of Assumpsit damages Four Hundred — dollars.

And have you then there this writ.

James Winkade Jr Witness, ~~JOHN CASSIL~~, Clerk of said Court, at the Court House aforesaid this 25th day of May A. D. 1849.

James Winkade Jr Clerk.

John Moodee

B. Chapman

Wm B. Morse

Chan

Filed July 9 1849
James Kinkade Clk.

Castle made
Record

Recorded

Cole L. Potter

The State of Ohio } Court of Common Pleas
Union County } May Term A.D. 1849

John Moodie complains of William B. Morse in a plea of Assumpsit; for that whereas the said William B Morse on the 3d day of February A.D. 1846 at the county of Union aforesaid, made his Promissory note in writing, and delivered the same to the said John Moodie, and thereby promised to pay the said John Moodie One hundred dollars, on the 15th day of April A.D. 1847, with interest from the 15th day of April A.D. 1846, which period has now elapsed; and the said William B. Morse then and there, in consideration of the premises, promised to pay the amount of the said note to the said John Moodie, according to the tenor and effect thereof.

And also for that whereas the said William B. Morse on the 3d day of February A.D. 1846 at the county of Union aforesaid made his promissory note in writing, and delivered the same to the said John Moodie, and thereby promised to pay the said John Moodie, One hundred dollars on the 15th day of April A.D. 1848, with interest from the 15th day of April A.D. 1846, which period has now elapsed; and the said William B Morse, then and there in consideration of the premises, promised to pay the amount of the said note to the said John Moodie, according to the tenor and effect thereof —

And also for that whereas the said William B. Morse on the 3d day of February A.D. 1846, at the county of Union aforesaid, made his promissory note in writing, and and delivered the same to the said John Moodie, and thereby promised to pay the said John Moodie One hundred dollars on the 15th day of April A.D. 1849, with interest from the 15th day of April A.D. 1846, which period has

now elapsed, and the said William B. Morse then and there in consideration of the premises promised to pay the amount of the said Note to the said John Moodie according to the tenor and effect thereof.

And also for that whereas the said William B. Morse on the 3d day of February A.D. 1846. at the county of Union aforesaid made his three several promissory notes in writing, and delivered the same to the said John Moodie, and thereby promised to pay the said John Moodie, One hundred dollars on the 15th day of April A.D. 1847, with interest from the 15th day of April A.D. 1846, - One hundred dollars on the 15th day of April A.D. 1848, with interest from the 15th day of April A.D. 1846, and one hundred dollars on the 15th day of April A.D. 1849, with interest from the 15th day of April A.D. 1846 which several periods have now elapsed, and the said William B. Morse then and there in consideration of the premises, promised to pay the amount of the said three several notes to the said John Moodie according to the tenor and effect thereof —

And also for that whereas the said William B. Morse on the first day of May A.D. 1849, ~~was and~~ at the county of Union aforesaid was indebted to the said John Moodie in the sum of four 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 four 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 tenth day of May A.D. 1849, in consideration of the premises ~~two~~ then and there promised to pay the said last mentioned several sums of money on request, yet he hath disregarded his promises, and hath not paid the said several

Sums of money, nor either of them, nor any part thereof to the damage of the Plaintiff four hundred dollars and thereupon he brings Suit &c

By Cole & Bitter
his Attys

April 15. the 1847 Received interest on the second payment till the 15 of April 1848 18 hundred and 47 then Received of Wm Blosse forty dolars on the with in note February 28 - 1849

Wm Blosse
Notes
To J. Moodie

108 paid to Jan. 1849
40
68
1.62 int. to the 22 Sept
66.38
122

int 2.44
200.
38
Credit
$ 300.50
John J. Ogden

Judgment $306.50.

Moodie
vs
Blosse

On the 15th day of April 1847 I promise to pay John Moodie or order one hundred dollars with interest from the 15th April 1846 being the second payment on fifty acres of land

February 3rd 1846 Wm B Morse

on the 15th day of April 1848 I promise to pay John Moodie or order the sum of one hundred dollars with interest from the 15th day of April 1846 being the third payment on fifty acres of land

February 3rd 1846 Wm B. Morse

On the 15th day of April 1849 I promise to pay John Moodie or order one hundred dollars on interest from the 15th day of April 1846 being the fourth payment on fifty acres of land

February 3rd 1846 Wm B. Morse

2 - 545

Union Common Pleas

John Moodie
vs
William B. Morse

Damages $306.51
Costs 5.58
Writ .41

Filed October 13, 1849
James Kirkade for Clerk

To Nov Term 1849

Recorded

P. Black

Received this writ September 6th 1849. By order of Plaintiff this writ returned without further proceedings.
October 13, 1849.
Fees = mileage 40
service 35 = 75
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of August A.D., 1849 John Moodie recovered against William B. Morse as well as the sum of Three Hundred & Six dollars and fifty One cents for his ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $ 5.58 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William B. Morse

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 14th day of August A.D., 1849, until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said John Moodie

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 31st day of August A.D., 1849.

James Kinkade Jr Clerk.

Filed Aug 30. 1849
D Kirkpatrick for MR

issued

J Moodie
vs
Wm B Morse } Attachment

Issue and Garnishee in this case

August 29 1849

P B Cloud Atty
for Pltff

Civil/Domestic Case File

Case No. 1849-CV-0013

No. 49-CV-13

Union Common Pleas Court.

Mary Jane Leeper
Plaintiff,

AGAINST

Samuel Kerr,
Defendant.

MAY TERM, 1849

Bastardy

JUDGMENT VS DEFENDANT
$150 00

Recorded &
Indexed.

Journal 4 Page 196

Record No. 5 Page 385

Ex. Doc. Page

Law No. 52

Mary J. Leeper
vs
Saml Kerr

Recorded

State of Ohio County of Union ss
I hereby certify the within to be a true and accurate transcript of the proceedings had by and before me in the within cause
Given under my hand this 20th day of March 1869

Andrew Meyer, J. P.

Transcript
Mary J. Leiper
vs
Meyer

Filed Mar 21 1869
J. Stewart Clerk

Cost Docket
Record

Mary Jane Leeper
vs
Samuel Kerr } Bastardy

January 4th 1849

Mary Jane Leeper an unmarried Woman and resident of the County of Union State of Ohio this day made complaint under oath to me that she is pregnant with a child which if born alive will be a bastard and that Samuel Kerr is the Father of said child
Her said accusation was then reduced to writing by me and sworn to by her and I then issued a warrant for said Samuel Kerr directed to Thomas Moore Constable of said Union Township in said County
January 5th 1849 with the body of Samuel Kerr the said Constable returned the Warrant endorsed thereon I have taken the withinnamed Samuel Kerr and have him in attendance before you Jany 5th 1849 fees 25 cents B C Moore Const
The said Mary Jane Leeper also present who was duly sworn and examined by me in the presence of said Samuel Kerr and the examination reduced to writing by me and filed finding the said Complaint true The said Samuel Kerr therefore refusing to pay the said Mary Jane Leeper to her satisfaction it is ordered and adjudged that he enter into recognizance in the sum of Five Hundred Dollars for his appearance at the next term of the Court of Common pleas of Union County to Answer said Complaint and abide the order of the Court thereon
The said Samuel Kerr with Gallatin Sprague and Elizebeth Parthemore entered in to recognizance accordingly

Costs affadavit 25 Warrant 25		50
docket fee 25 recognizance 25 Transcript 31¼		81¼
Const fees on Warrant 25 attending Court 50		75
		$2,06¼

Mary S Fisher
vs
S Kerr

Testimony in said
Case

The examination under oath of Mary Jane Leeper an unmarried woman resident of Union County State of Ohio taken by and before me Andrew Keyes a Justice of the peace in and for Union Township and Union County on the fifth day of January in the year one thousand eight hundred and forty nine upon her complaint of bastardy against Samuel Kerr he being then present in custody before me upon the warrant issued by me in the premises

question by the Justice Are you a resident of Union County

Answer yes

quest how long have you been a resident of Union County

Ans" Twenty two years

quest" Are you Married or unmarried

Ans I am Unmarried

quest" are you pregnant with a child which if born alive will be a Bastard

Ans" yes

quest" When was the child begotten and who is the Father of the child

Ans" It was begotten on the 15th of April last and Samuel Kerr the defendant is the Father of the child

Questions by the defendant

qr By What means do you specify the time

Ans" I remember the time

quest at what place was this

ans" it was at home

quest" at what time in the twenty four hours

ans it was in the fore noon

over

quest.. Was any other persons about the house
ans.. there was no other person about the house
quest.. Where were the folks belonging about the house
ans.. My Father was at Meeting
quest What meeting was your Father at
ans.. The seceder meeting
quest.. Was this man when you charge approuve of your being alone on that day
Ans. not that I know of
quest.. did you tell that person that you would be alone on that day at a quilting
ans.. no sir I did not
quest.. how often did you have sexual intercourse with that man
Ans.. never but one
quest.. did you ever have sexual intercourse with him in this town
ans.. No sir
quest did or did we not have sexual intercourse about four years ago at the time you Sleyed with Mrs Bribbet
ans. no we did not
quest.. did you ever have sexual intercourse with any other person
ans no I did not

No further questions were asked

Andrew Keyes J.P

Affadavit of
M. I. Leper

The State of Ohio Union County ss
Personally appeared before me Andrew
Keyes a Justice of the peace in and for said
County Mary Jane Leper an unmarried
Woman resident within said County and
made complaint under oath that she is
now pregnant with a Child which if
born alive will be a Bastard and that
Samuel Kerr is the Father of said Child

Mary Jane Leper

The above complaint was reduced to writing
by me and sworn to and subscribed before
me this 4th day of January AD 1849

Andrew Keyes J.P

Recognizance
of S Kerr
G Shroque
B Parthenmore

State of Ohio Union County ss

Be it remembered that on this fifth day of January in the year of one thousand eight hundred and forty nine Samuel Kerr Galatia Sprague & Elizabeth Parthemore personally appeared before me Andrew Keyes a Justice of the peace of Union Township in said County and jointly and severally acknowledged themselves to owe and be indebted unto the State of Ohio for the use and benefit of Union Township in said County the sum of Five hundred Dollars to be levied of their goods and chattles lands and tenements upon this condition that the said Samuel Kerr shall personally appear before the Court of Common pleas next to be holden in and for said County of Union on the first day of the term thereof continue from day to day and then and there answer unto a Complaint of Bastardy made by Mary Jane Luper against him and abide the order of the Court therein then this recognizance to be void otherwise to be and remain in full force in law

Samuel Kerr
Galatia Sprague
Elizabeth her ✗ mark Parthemore

Att. Thomas G. Moore

Taken and acknowledged before me the day and year aforesaid Andrew Keyes J. P.

State Warrant

I have taken the Within Named Samuel Keer in attendce
Before you ~~in attendce~~
January 5th 1849 fees Milage 5
Service .20

T C Moore Const

State of Ohio County of Union ss

To any Constable of Union Township Greeting

Whereas Mary Jane Leeper an unmarried woman resident of said County of Union hath this day made Complaint on oath before me Andrew Keyes a Justice of the peace in and for said Township of Union in said County that she is now pregnant of a child which if born alive will be a bastard and that Samuel Keyes is the Father of said child and which accusation was then reduced to writing by me You are therefore hereby Commanded to take the body of said Samuel Keyes if he be found in your County and bring him forthwith before me at my office in said township to answer said Complaint and for so doing this shall be your warrant. Given Under my hand and seal this 4th day of January A D 1869

Andrew Keyes J. P. (Seal)

Filed May 25. 1849
Jos Kirkwood Clerk

Mary J. Leeper
vs.
Samuel Kerr } Bastardy.

Issue subpoena for John P. Woods and John Reed 1st. witnesses for the complainant.

Allison & Berry
Attys. Complainant.

To the Clerk of
Union Common Pleas. }

Dated May 25th 1849.

Served this writ personally upon the within named witnesses May 25. 1849

Fees Service 25
mileage 30

Philip Snider Sheriff

Union Com Plea

Mary J. Leeper
vs
Samuel Kerr

Subpoena writ

Received May 25. 1849
Daniel Kirkpatrick Jr clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON

John P. Wood and John Reed 1st

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ third day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Mary J. Leeper in a certain controversy in said Court depending, wherein Mary J. Leeper is Plaintiff, and Samuel Kerr is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

~~James~~ Kinkade Jr

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 25th day of May A.D., 1849.

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1849-CV-0014

No. 49-CU-14

Union Common Pleas Court.

John Cano & Wife
Plaintiff,

AGAINST

Thomas Anderson
Defendant.

MAY TERM. 1850

JUD'G VS PLAINT'F
Dismissed

Journal 4 Page 284

Record No. No Record Page

Ex. Doc. Page

Law No. 37.

John Gano & Wife & his corpn

vs

Thomas Anderson

Costs Bill made
by Rooney

No. 57 Ch. Pl.

John Gano &
Roda Gano, his wife
vs
Thomas Anderson

Filed ~~May~~ 25. 1849
James Kirkpatrick clerk

John Gano and,
Roda Gano his wife
vs.
Thomas Anderson

In Case. Damages
$1000.00

Issue a summons Returnable at the next Term of the Court Endorse Suit brought, ~~to~~ Recover damages for the following false scandalous and Mallicious words. Spoken of and concerning the said Roda Gano ~~Plaintiffs~~ wife, of the said John Gano. the meaning. Plaintiffs wife is a hore, she is a woman of bad character, she is a woman of loose character she, is a woman of no chastity, she was guilty of such things. And I will give her money to let me have some. hide, damn her she has no character I know it, is bad,

May 25 - 1849 -

To James Duncade.
Clerk of Union Common pleas

J C Doughty att for Plaintiff.

Union Com Pleas

John Gano & Roda Gano.
his wife
vs

Thomas Anderson

Assm in Case

Suit brought - to recover damages for the following false scandalous and malicious words. Spoken of and concerning the said Roda Gano. wife of the said John Gano. She meaning Plaintiffs wife, is a hore. She is a woman of bad character. She is a woman of base character. She is a woman of no chastity. she was guilty of such things. and I will give her money. to let me have some hide. damn her. she has no character I know it is bad. J C Doughty att for Plaintiff

Filed May 28. 1849
James Kinkaid p clerk

Served this writ May 28. 1849 by delivering a certified copy thereof to the within named Thomas Anderson

Fees - mileage 25
service 35
copy 15 = 75 Philip Rhider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thomas Anderson,

to appear on the first day of our next term, before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto John Gano and Roda Gano, his wife,

in a plea of Case — damages One Thousand dollars.

And have you then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkade, Clerk of said Court, at the Court House aforesaid this 25th day of May A. D. 1819.

James Kirkade Jr Clerk.

Union Com. Pleas

John Gano & Rodah his wife

vs

Thomas Anderson

Narr. in Case

Filed October 2. 1849
James Kirkwood Jr Clerk

Cas A Bill Mutes
No Record

The State of Ohio, Union County, Court of Common Pleas of the August Term AD 1849

Union County ss

John Gano and Roda his wife complain of Thomas Anderson in a plea of Case, for that whereas, the said Roda, before and at the time of the committing by the defendant of the several grievances here inafter mentioned, was a person of good name, credit, and reputation, and deservedly enjoyed the esteem and good opinion of divers persons; yet the defendant, well knowing the premises, but contriving and wickedly, and maliciously intending to injure the said Roda, and to bring her into public scandal and disgrace, heretofore to wit; on the first day of March in the year one thousand eight hundred and forty nine, at the County aforesaid, in a certain discourse which the defendant then and there had, of and concerning the said ~~Roda~~ Roda, in the presence and hearing of divers persons, then and there in the presence of and hearing of those persons, falsely and maliciously spoke and published of and concerning the said Roda, the false, scandalous, malicious and defamatory words following that is to say, She (meaning the said Roda) is a hore - She (again meaning the said Roda) is a woman of bad character. She (meaning the said Roda) is a woman of loose character - She (meaning the said Roda) is a woman of no chastity - She (meaning the said Roda) was guilty of such things, and I (meaning the said defendant) will give her (meaning the said Roda) money to let me (meaning the said defendant) have some hides (meaning thereby, that the said Roda had been guilty of incontinence:) Damn her (meaning the said Roda) she has no character, I (meaning the said defendant) know it (meaning the character of the said Roda) is bad. (meaning thereby that the said Roda was an unchaste woman and had been guilty of adultery).

By means of the committing of which said grievances by the defendant, the said Roda hath been and is greatly injured in her said good name, credit and reputation, and brought into public scandal and disgrace, and hath been, and is shunned and avoided by divers persons, and otherwise injured to wit at the County aforesaid. To the damage of the plaintiffs one thousand dollars and therefore they bring suit &c by J. B. Dwight and John A. Bozwin his Attys

Civil/Domestic Case File

Case No. 1849-CV-0015

No. 49-CV-15

Union Common Pleas Court.

John A Lorenz
Plaintiff,

AGAINST

J. P. Craig,
Defendant.

MAY TERM. 1850

JUD'G' VS PLAINT'F

Dismissed

Journal 4 Page 303

Record No. Page

No Record

Ex. Doc. Page

Union Com Pleas

John A Bowen

vs

J. P. Crain

Pltf in Assumpsit

Costs Bill [illegible]

No Return [illegible]

John A Bowen

John A Comin vs Union Com Pleas

J P Crain vs Assumpsit

Dam $300.00

Issue summons for Deft returnable forthwith and declare

"Suit brot on Defts note of Aug 11. 1849 to Chester Shattuck or bearer for $100.00 payable nine months after date, and assigned to Pepp Sept 24. 1849" and on the common counts"

John A Comin in pro per.
May 27. 1850

Clk Union Com Pleas.

Union Com Pleas

John A. Conoin
vs
L. P. Crain

"Indebitatus Assumpsit Defts
note of Aug 11. 1849 to
Chester Shattuck or bearer
for $100.00 payable nine
months after date, and
assigned to Plff. Sept 24. 1849
and the common counts
John A. Conoin in proper"

Filed May 27. 1850
Samuel Rinkadu fr clk

The within named L. P. Crain not
found. May 27. 1850
Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon L. P. Crain

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forthwith, to answer unto

John A. Corwin

in a plea of Assumpsit damages Two Hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 27th day of May A. D., 1850

James Kinkade Jr Clerk.

Civil/Domestic Case File
Case No. 1849-CV-0016

No. 49-cv-16

Union Common Pleas Court.

J & J F Seymore & Co

Plaintiff,

AGAINST

Lee, McLure & Co

Defendant.

AUG TERM 1849

JUDGMENT VS DEFENDANT

Journal 4 Page 220

Record No. 3 Page 416

Ex. Doc. Page

Union Com. Pleas

J & J F Seymour & Co.

vs

Manuel Jr Comfort

Lee McLure & Co.

Filed May 28. 1849
James Kirkpatrick clerk

By Cole & Miller

Joel Seymour
John F. Seymour
& Russel Benedict
partners in business
under the name & firm
of J & J F. Seymour & Co.
vs

William E. Lee
John McClure
& James Lee late partners
in business under the name
of Lee McClure & Co

In assumpsit Damages $
Two hundred Dollars

Issue a Summons against William E. Lee and James Lee of Morrow County and John McClure of Delaware County returnable at next Term "Indorse." Suit brought on a joint note of hand given by defendants to the plaintiff for one hundred and thirty three 39/100 Dollars Dated New York Oct. 19 1846 and payable six months after Date, also for Goods Sold & delivered, and on an Account Stated.

To James Rinehart Jr
Clerk of Com. Pleas

Dated May 25 1849

Cole & Walker
Attys for Plff.

Union Com Pleas

J & J. F. Seymour & Co
vs
Lee McLure & Co

"Suit brought on a Joint note of hand given by defendants to the plaintiffs for One hundred and thirty three 33/100 Dollars. Dated New York Oct 19. 1846. and payable six months after date. Also for goods sold and delivered. and on an account stated

Cole & Witter attys
for Pltffs.

Filed June 1. 1849
James Hutchcock p. clk

May 29th 1849. personally served by leaving a certified copy of this writ with the within named Defendant

Attf fees. Mil .20
Service .35
Copy — .20
.75

N. Lewis Shff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF ~~SAID~~ Delaware COUNTY, GREETING:

We command you to summon John M Lure, who is sued with William E Lee & James Lee, late partners in business under the name and firm of Lee M Lure & Co

to appear ~~on the first day of our next term~~ 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 Joel Seymour, John F. Seymour & Russel Benedict, partners in business under the name & firm of J & J. F. Seymour & Co

in a plea of Assumpsit damages Two Hundred dollars.

And have you then there this writ.

James Kirkade Jr

Witness, ~~JOHN CASSH~~, Clerk of said Court, at the Court House aforesaid this 29th day of May A. D. 1849.

James Kirkade Jr Clerk.

J. & J. F. Seymour
vs
Lee McClure & Co.

133-39
17-48
150.87
Judgment 2.50
$153.37

Joel Seymour
John F. Seymour
Russel Benedict

$133 39

New York Oct 19 1846

Six Months after date we the Subscribers
of Marysville County of Union State of Ohio
promise to pay to the order of J & J F Seymour & Co
One Hundred Thirty Three 39/100 DOLLARS
at

J & J F Seymour & Co

Value received

No Due

R.C. Root & Co. 152 Pearl cor. Wall St. N.Y.

Served this writ by delivering a certified copy thereof to W. E. Lee May 29. 1849 also by delivering to James Lee a certified copy thereof May 31st 1849 John McLure not found

Fees – mileage 5
service 55
copies 30 = 90

Philip Snider Sheriff

Mun Com Recs

Jno J. Fleming & Co
by
Lee McLure & Co

"Suit brought on a joint note
signed jointly by defendants
to the Plaintiffs for Cure
Hundred and Nine Three
32 Dollars. Dated Nov 20th
Oct 19, 1846, and payable
Nine months after date.
Also for goods sold and
delivered, and an an
account stated.

Col Walters atty
for Plff

Filed May 31, 1849
James Mickelson Clerk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We command you to summon William E Lee & James Lee, who is sued with John McSure, late partners in business under the name and firm of Lee McSure & Co

to appear ~~on the first day of our next term~~ 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 Joel Seymour, John F. Seymour, & Russel Benedict, partners in Business under the name & firm of J & J. F. Seymour, & Co

in a plea of Assumpsit damages Two Hundred dollars.

And have you then there this writ.

James Kinkade Jr.

Witness, ~~JOHN CASSIL~~, Clerk of said Court, at the Court House aforesaid this 29th day of May A. D. 1849.

James Kinkade Jr Clerk.

Money, nor either of them, nor any part thereof, to the damage of the plaintiffs two hundred dollars and otherwise they say duly &c.

By Cook & Potter
their Attys

J. & J. Fitzsimons & Co.
vs
Assumpsit.
Lee McLane & Co

Suit

Filed June 27. 1849
James Kirkpatrick clerk

Cost Bill made
Record

Recorded

Cook & Potter
Attys

The State of Ohio } Court of Common Pleas
Union County } May Term A.D. 1849

Joel Seymour, John F. Seymour and Russel Benedict - partners in trade under the name and firm of J. & J. F. Seymour & Co. complain of William E. Lee, John McLure and James Lee in a plea of Assumsit; for that whereas on the 19th day of October A.D. 1846 at the county of Union aforesaid the said William E. Lee, John McLure and James Lee were partners in trade under the name ~~and firm~~ of Lee McLure & Co. and so being partners, the said William E. Lee, John McLure and James Lee, on the 19th day of October A.D. 1846 at New York to wit; at the county of Union aforesaid made a certain promissory note in writing, and delivered the same to the said Joel Seymour, John F. Seymour & Russel Benedict - and thereby under the name of the said firm of Lee McLure & Co. promised to pay to the said Joel Seymour, John F. Seymour & Russel Benedict, by the said name of their firm of J. & J. F. Seymour & Co. One hundred and thirty three & 39/100 dollars, in six months after the date thereof, which period has now elapsed, and the said William E. Lee, John McLure & James Lee under the name of the said firm of Lee McLure & Co. then and there in consideration of the premises, promised to pay the amount of the said note to the said Joel Seymour, John F. Seymour and Russel Benedict, by the said name of their firm of J. & J. F. Seymour & Co. according to the tenor and effect thereof;

And also for that whereas the said William E. Lee, John McLure & James Lee under the name of Lee McLure & Co. on the first day of May A.D. 1847 at the county of Union aforesaid, was indebted to the said Joel Seymour, John F. Seymour and Russel Benedict, under the name & firm of J. & J. F. Seymour & Co. in the sum of one hundred and thirty three & 39/100 dollars, for the price and value of goods then and there sold & delivered by the plaintiffs to the defendants at their request - And in the sum of One hundred and thirty three & 39/100 dollars, for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them ~~[illegible]~~

And whereas the defendants, afterwards, on the first day of March A.D. 1849 in consideration of the premises, then and there promised to pay the said last-mentioned several sums of money to the plaintiffs, on request; yet they have disregarded their promises, and have not, nor have either of them paid the said several sums of

2 — 539

J. & J. F. Seymour & Co
by
A. M. Chur & Co

Damages $153.35
Costs 5.84½
Writ .41

Filed Nov. 21, 1849
James Trueblood, Clk

Recorded

Received this writ August 20th 1849. Same day levied on 50 head of Stock ~~Hogs~~, 3 log Chains, 1 yoke of Oxen, 1 ox Cart, one 3 year old Steer, and one Bay Mare. Said oxen & cart levied on subject to a levy heretofore made by Wm Wells in favor of Charles Thatcher. Said Bay mare levied on subject to a former levy made in favor of Exchange Bank left the same in possession of Wm E. Lee and took bond for redelivery with John Cassil security. advertised the same for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for at least 10 days previous to the day of sale. I afterwards. to wit: on the 12th day of November A.D. 1849. it being the day I advertised the same to be sold proceeded to offer the same for sale but property not found.

Fees= mileage 50
service 35
Levy 35
Bond 50
advertising 25
Pr fee 1.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of August A.D., 1849 J & J. F. Seymour & Co recovered against William E. Lee. John McLure & James Lee Late Partners in business under the name of Lee McLure & Co as well as the sum of One Hundred & fifty three dollars and thirty seven cents for their ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents for~~ damages, as also the sum of $ 5,84½ for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William E Lee. John McLure and James Lee

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 14th day of August A.D., 1849, until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said J & J. F. Seymour & Co

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, JR., CLERK of said Court, at the Court House aforesaid, this 20th day of August A.D., 1849.

James Kinkade Jr Clerk.

E. D. 539

I & J. F. Seymour & Co

vs

Lee McLure & Co

Damages	$153.37
	584
Costs	3 36
in cross cost	41
This writ	-

Filed June 12 1852
James Lowry Clerk

Received this writ May 10th 1852
The within described Goods & Chattels levied upon
by Forman Sheriff Cannot be found June 12 1852

Fees Mileage 1
Levy $\frac{35}{40}$

William B. Martin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels Lee McLure & co. To wit 50 head of Stock hogs 3 Log Chains 1 yoke of oxen 1 ox cart one 3 year old Steer one one Bay Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy ~~Lee McLure & co~~ I & I H Seymour & co the sum of one hundred & fifty three dollars and 37 cents ~~cents for~~ ~~for~~ damages, together with $ 5.84½ for their costs, with interest thereon from the 14th day of August A. D. 1849 until paid, which late in our said Court the said ~~Lee~~ I & I H Seymour & co recovered against the said Lee McLure & co

as of record is manifest. Also, $ 3.36 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said I & I H Seymour & co

Hereof fail not at your peril, and have then there this writ.

James Turner

Witness, ~~JAMES KINKADE Jr.~~, Clerk of said Court at the Court House in Marysville, this 10th day of May A. D. 1852

James Turner Clerk.

Filed Aug 20. 1849
D Kirkland Jr CR

J & J F Leyman
vs
Lee McClure & Co

Issue an execution in the above case
F J Runkade Jr Clerk
August 20 1849

P. B. Cole
Atty for Plff

Civil/Domestic Case File

Case No. 1849-CV-0017

No. 49-CV-17

Union Common Pleas Court.

Caleb Roberts
Plaintiff,

AGAINST

School Dist No 3. Jack Tp,
Defendant.

NOV 1849

Dismiss at plfs Cost

No Record.

Journal 4 Page 266

Record No. Page

Ex. Doc. Page

Law No. 38.

Caleb Roberts

vs

School Dist No 3 Jackson

Tp.

Cost Bill made

No Record.

L. 53

Caleb Roberts
vs
School District No 3 in
Jackson Township in
Union County Ohio.

Transcript. 31¼ cents

Filed May 28, 1849
James McMillan Clk

Cost Bill made
No Record

Caleb Roberts
Vs
School District No. three
in Jackson Township in
Union County Ohio

Action of Trespass on the Case
Suit brought for breach of a contract
Damage claimed $5,00
December 26th 1848

Bill of particulars of Plaintiff
filed and Summons issued and delivered
to John P. Stout, constable, for the
appearance of Defendant on the 30th day
December 1848 at 2 Oclock P.M. and
Subpoenas issued by order of Plaintiff
for Peter Winkle, James Roberts, James
Stout, James Stout jr and Jacob Reed.
December 30th 1848 2 Oclock P.M.
Summons returned "Personally served by leaving
an attested copy of this writ with the District
Clerk of School District No 3, of Jackson Town-
ship in Union County Ohio on the 26th day
of December A.D. 1848.
fees Service 12½ cents
Mileage 5 " John P. Stout Constable"
Subpoena returned "Personally served by reading
the within writ, to James Roberts, Peter Winkle, James
Stout, James Stout jr, and Jacob Reed.
fees Service 50 cents
Mileage 5 " John P. Stout Constable"
And Subpoena issued by order of Plaintiff for Phebe A. Ashley, and
delivered to J. P. Stout constable which was returned forthwith "Personally
served by reading to the within named witness.
fees Service 10 cents
Mileage 25 " John P. Stout constable"

Plaff's Costs		
Fees Summons	12½ cents	
Con. Serv. do	12½ "	
" Mileage	5 "	
Fees Subpoenas for 5 persons.	25 "	
cons. serv. do	10 "	
Mileage	5 "	
Fees Subpoena for Witness	12½ "	
cons. serv do	10 "	
Mileage	5 "	
Fees Judgment	25 "	
Witness fees.	2,50 "	
Defendants costs		
Witness fees.	50 "	
Transcript	31¼ "	

Parties appeared and trial commenced, Peter Winkle, James Roberts James Stout jr, Phebe A. Ashley, and Jacob Reed was sworn and examined for the plaintiff. Jacob Reed demanded his fees which was paid by the plaintiff and the trial was then adjourned until Monday the first day of January A.D. 1849, at 12 Oclock M.

Monday 1st 1849 at 12 O'clock M.

The parties appeared trial had, Jabez Rondall, Henry Bennett David Carr, B. F. Rose, Thomas Chapman John P. Stout and David Price was then sworn and examined on the part of the defence.

After hearing the evidence, and the allegations of the parties. 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 recover of the Plaintiff their costs herein taxed at fifty cents.—

In the above action of Caleb Roberts against School District Number three in Jackson Township in Union County Ohio. I David Welch do acknowledge myself bail for the appellant in the sum fifty dollars to be levied of my goods and chattels, lands and tenements, in case appellant shall be condemned in the action and shall fail to pay the condemnation money and the costs that have accrued and the costs that may accrue in the court of Common Pleas

David Welch

Taken signed and acknowledged before me this 8th day of January in the year A.D. 1849.

Francis Baldwin J.P.
Justice of the Peace

State of Ohio Union County Jackson 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

Francis Baldwin
Justice of the Peace
for Jackson Township

Caleb Roberts
vs
School District No 3.
in Jackson Township Union
County and State of Ohio

Plaintiff's
Bill of Particulars.

Filed May 28. 1849
James Kinkade Jr Clerk

Caleb Roberts
vs
School District No. Three
in Jackson Township in
Union County Ohio.—

} Action of Trespass on the case.—
Suit pending before Francis Baldwin
Esqr. a justice of the peace in and
for Jackson Township Union County
and State of Ohio.—

The following constitutes the Plaintiff's bill of particulars.
The said Caleb Roberts (plaintiff in the above case) complains of School District No 3 in Jackson Township Union County Ohio for that whereas on or about the 5th day of November AD, 1848, he the said Caleb Roberts, made and entend into a contract to and with the Directors of said School District No. 3, to teach the District School in said District for one quarter (three months) to commence as soon as the said Directors could repair the said District School-house, in said District And the said Directors on their part agreed to and with the said Caleb Roberts, to pay or cause to be be paid unto him the said Caleb Roberts the sum of Twenty four Dollars per Months for teaching said District School in said District School-house and further that they would repair said School-house furnish fire wood so that the said Caleb Roberts could commence said School on or before the Twenty Seventh (day) of November AD, 1848.
Yet notwithstanding their said contract by them made, the said Directors of said School District No 3, have neglected to repair said District School-house and furnish said wood, but have refused to comply with the said contract by them made and entend into, to the great [redacted] Damage of the said Caleb Roberts, of the sum of Eighty five Dollars therefore he brings Suit

Caleb Roberts

December 26th AD, 1848.

Personally served by leaving an attested copy of this writ with the District Clerk ~~and School Director~~ of School District No three in Jackson township in Union County Ohio, on the 26th day of December AD, 1848.

fees { Service .12½
Mileage .05 = 17½

John P. Stout Constable.

Filed May 28, 1849
James Kirkpatrick Clk

Cash & Roberts
vs
School District No 3
in Jackson township
Union County Ohio

This cause came on to be heard upon the demurrer of the defendant and the same is sustained.

Defendant Costs
Clerk docket fees .12½
Sheriff docket fees .10
Transcript fee .10

State of Ohio Union County ss.

To any Constable of the Township of Jackson Greeting:

You are hereby commanded to summon the Directors of School District Number two in Jackson Township in Union County Ohio to be and appear before me Francis Baldwin a justice of the peace at my office in the township aforesaid on the thirtieth (30th) day of December in the year Eighteen hundred and forty eight at five o'clock P.M. of that day to answer unto Caleb Roberts in a plea of Trespass on the case, and of this writ make legal service and due return.

Given under my hand and seal this 26th day of December A.D. 1848

Francis Baldwin J.P. (Seal)

Civil/Domestic Case File

Case No. 1849-CV-0018

No. 49-CW-18

Union Common Pleas Court.

Hugh Lee

Plaintiff,

AGAINST

James E Herrold

Defendant.

AUG TERM. 1849

Dismissed

No Record.

Journal 4 Page 211

Record No. Page

Ex. Doc. Page

54

Mem Cont. Plens.

Hugh Lee

& from Hans Floro.

James E. Hancock

Pr. Charles Sumner

Pr. Atty

Filed. May 28th 1849.

James Kinhead Clerk

Cost bill made

No Record

Hugh Lee
vs
James E. Hamett.

Trover ~~Trespass~~
Damages - $1000.00

Issue a Summons returnable to next Term.

Declare first not to Recover Damages for not delivering on demand, and Converting to his own use. A note of hand dated August 1st 1846 signed S. P. Brown & John Cunningham. given to Hugh Lee, for Six hundred and twenty three Dollars, payable five years after. Also Hugh Lee's note for $80.00 payable one year from the 1st day of April 1849. given to said James E. Hamett. said notes being now the Property of said Hugh Lee.

To the Clerk of Union Court Hous May 28th 1849

Charles Sanders
Atty for Plff

Served this writ May 28. 1849 by delivering a certified copy thereof to the within named James E. Harriott

Fees - mileage 5
copy 1.5
Service 35 = 55
Philip Snider Sheriff

Common Pleas

Hugh Lee
vs
James E Harriott

"Suit brought to recover Damages for not delivering on demand, and converting to his own use, a note of hand dated August 1st 1846, signed J. P. Brown & John Cunningham, given to Hugh Lee, for Six Hundred and twenty three Dollars, payable five years after, also Hugh Lee's Note for $80.00, payable one year from the 1st day of April 1849 given to said James E Harriott said notes being now the property of said Hugh Lee.

Charles Swetser atty for Pltf.

Filed May 28. 1849
James Kinkade Jr clerk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James E Hanna

to appear on the first day of our next term, before the judges of our Court of Common Pleas, in and for the county aforesaid, at the Court House in said county, to answer unto Hugh Lee

in a plea of Trover damages One thousand dollars.

And have you then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkwood Jr, Clerk of said Court, at the Court House aforesaid this 28th day of May A. D. 1849. James Kirkwood Jr Clerk.

Filed Aug 27. 1850
Ja Atkinson Jr Clk

James & Harriatt } Decree for Costs
vs } in Union Com Pleas
Hugh Lee }

Issued an execution
against defendant for costs — to Sheriff
August 27th 1850 — of Seneca County —
Allison & Lewis
To James Kinkade Jr Clerk } Attys for Complt

Civil/Domestic Case File

Case No. 1849-CV-0019

Levi Wells for the use
of R Graham
vs
James Ward

Scire Facias

Filed May 30. 1849
James Kirkpatrick clerk

Recorded

Served this writ by delivering a certified copy
thereof to the within named James Ward, and read
the same in his hearing May 30. 1849

Fees - mileage	5
Service	35
Copy	30=70

Philip Schider Sheriff

270

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:

Whereas Levi Wells for the use of R. Graham Lately Lewis on the 10 day of November 1842 in our Court of Common Pleas within and for the County of Union and State of Ohio. by the judgment of the same Court recovered against James Ward a certain Debt of Sixty two Dollars & ninety three cents which in the same Court were adjudged to the said Levi Wells for the use of R Graham for his damages which he had sustained by the detention of the said Debt. And also Eight Dollars & ~~twenty~~ two cents for his costs and ~~also~~ Charges by him about his suit in that behalf expended & also of 2,56 Increase costs, whereof the said James Ward is convicted as appears to us of record. And now on the behalf of the said Plaintiff in our said Court. we have been informed that although Judgment be thereupon given which he avers still remains in full force and effect in no wise set aside, reversed, paid off, or satisfied. Yet Execution of the Debt and damages and costs aforesaid still remains to be made to him. Wherefore the said Plaintiff hath besought us to provide him a proper remedy in this behalf. And we being willing that what is just in this behalf should be done Command you that you make known to the said James Ward, that he be before the Judges of our said Court of Common Pleas. Forthwith. to show if he has or knows of any thing to say for himself why the said Levi Wells for the use of R Graham. ought not to have his Execution against him. of the Debt and Damage and costs aforesaid according to the force form and effect of the said recovery if it shall seem expedient for him so to do. and further to do and receive what our said Court shall then and there consider of him in this behalf; and have you then there this writ.

Witness James Kirkadoff Clerk of said Court of Common Pleas at the Court House in Marysville this 29. day of May AD 1849

James Kirkadoff Clerk

Civil/Domestic Case File

Case No. 1849-CV-0020

42-CV-20

No. 39

Union Common Pleas Court.

Rufus S. Maynard Plaintiff,

AGAINST

Oliver P. Odell Defendant.

Nov 1849.

Nonsuited

No Record.

Journal 4 Page 251

Record No. No Record. Page

Ex. Doc. Page

Law No. 39.

Rufus S. Maynard
vs
Oliver P. Odell

Costs Settled
No Record

Samuel Maynard & G. C. Sheldon for plantiff, and John Porter for defendant. Plantiffs witnesses sworn, Samuel Maynard gave testimony and after hearing said testimony and no more offered it was considered by me that the plantiff become nonsuited. It is therefore considered by me that the defendant go hence without day and recover of the plantiff their costs herein taxed at ~~four~~ Dollars ~~thirteen~~ seventy three & ½ cents. Whereupon Judgment is rendered against the plantiff Rufus S. Maynard for the sum of four Dollars seventy three & ½ cents, costs of suit

In the action of Rufus S. Maynard against Oliver P. Odell we Alonzo Garlick and Samuel Maynard acknowledge ourselves bail for the appellant in the sum of seventy five Dollars to be levied of our goods and chattels, lands, and tenements in case the appelant shall be condemned in the action and shall fail to pay the condemnation money and costs that accrued, or may accrue in the Court of Common Pleas

Alonzo Garlick
Samuel Maynard

Taken signed and acknowledged before me on the 29th day of January A.D. 1849

David Burnham J.P.

The State of Ohio Union County, Union Township, SS.
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

David Burnham J.P.
of the aforesaid township

May 28. 1849

Transcript
Rufus S. Maynard
vs
Oliver P. Odell
D. Burnham

Filed Aug 27. 1849
Jonas Hubbard clerk

Costs $3.16 paid
No Recov.

Rufus S. Maynard
vs
Oliver P. Odell

Plaintiffs Costs

Affidavit	25
Docket Entry	10
Copies	12½
Subpoenas	20½
G. Sprague C. Fees	95
S. Maynard Wit Fee	50
G. C. Shidemen " "	50
G. Sprague Court attendy	75
Swearing Witnesses	6
Ent Judgment	26
Entering Bail Bond	25
Transcript	3.96 31
	4.27

Defendants Costs

Subpoenas	12½
G. Sprague C. Fees	15
John Porter Witness	50
	77½

Total Costs $5.04½

Damages Claimed $55.10

Suit brought on account which reads as follows

Perry Odell To John Atwood Dr

October 1844 To moneys Rec'd for me in Virginia $60.00

" Interest on same 4 years & 3 months 15.10

Total Amount $75.10

Cr By Cash & produce $20.00 on $22.00

I do hereby fully authorize R. S. Maynard to collect the above account by suit or otherwise. Given under my hand this 11th day of January A. D. 1848 John Atwood

January 19. 1849 Bill of particulars filed

Being satisfied from the affidavit of Rufus S. Maynard that Oliver P. Odell the defendant is about to convert his property and has been converting into moneys for the purpose of placing it beyond the reach of his creditors

I issued a capias against the defendant returnable forthwith and delivered the same to the plaintiff. Subpoenas also issued for witnesses for plaintiff to wit. for Samuel Maynard, Wm C. Piper & G. C. Shidemen and handed the same to the plaintiff. Capias returned indorsed as follows January 19. 1849 I have taken the body of the within named defendant. Fees service 25 Mileage 20

Galatea Sprague Const.

Same day plaintiffs Subpoenas returned and indorsed as follows Personally served this writ by reading to the within named witnesses January 19. 1849 Fees Mileage 20 Service 30. Galatea Sprague Const.

The defendant was put in charge of said Constable Sprague.

Subpoena issued for John Porter witness for defendant and handed to G. Sprague Constable, and returned same day indorsed personally served this writ by reading it to the within witness Jany. 19. 1849 Fees Service 10 Mileage 5 Galatea Sprague Const.

Parties present and ready for trial three witnesses attended to wit

Affidavit

R. S. Mayorana
vs
Oliver P. Odell

This Writ 25 cts

Affidavit

R. S. Mayrann
vs
Olive P. Odell

This Writ 25 cts

Rufus S. Maynard
vs
Oliver R. Odell

The State of Ohio Union County, Union township SS
Before me personally appeared Rufus S. Maynard who made solemn oath that there is justly due him from said Oliver R. Odell a demand of fifty five Dollars & 10 cents on more which is founded upon an account and the said affiant furthermore makes oath that the said Oliver R. Odell the defendant is about to convert his property and has been converting his property into money for the purpose of placing it beyond the reach of his creditors

R S Maynard

Sworn to and subscribed before me this 19th day of January A.D. 1849

Daniel Beamsham J.P.

John Atwood
vs
Perry Odell —
Amount $70.80

Filed May 29. 1849
J. D. Kirkpatrick for Ptff

John Atwood
vs
Perry Odell

Assumsit. Damages $70.80
This suit is brought to recover money paid by Parsly Handsborough Administrator of the Estate of Mary Hill to Defendant for Plaintiff as an heir at Law of said Mary hill Amount paid to Defendant $60.00
Interest 3 years 10.80
Making — — — $70.80
Which money the Defendant refuses to pay altho' he was the Authorized Agent of the Plaintiff to receive the same.

Filed May 29, 1849
John Wade p C/R

5

00041
7
0 0029
9
0-0-09

I hereby certify that about October last that W. P. O'Neal presented me a power of attorney from John & Catherine Atwood for their share of a pension granted by the U S States to Mary Hill & John Hill and I paid him Sixty dollars being their part of said Pension

Given under my hand this 28th day of July 1845

Presley Hardbrough
Agt. of Mary Hill dec

22
30
6.60

22
30
6.60

$3.25
1.00
.75
6.60
1.12½
4.00
2.80
$19.52½

Eleanor Frisby
Mt Morris Ill

Pery Odle

Oct. 1844 To John Atwood Dr.

To money Rec'd for Me in Virginia — $60.00

To Interest on the same 4 years & 3 Months 15.10

Total Amount $75.10

Cr by Cash & produce 20 or 22 dols.

I do hereby Fully Authorize R. S. Maywood To settle the above accounts By Suit or Otherwise Given Under my hand this 11th day of January A.D. 1848 John Atwood

Civil/Domestic Case File

Case No. 1849-CV-0021

No. 49-cv-21

Union Common Pleas Court.

J T Ellison
Plaintiff,

AGAINST

Joseph Norris et al
Defendant.

MAY TERM. 1850

JUDGMENT VS DEFENDANT

$5.00

Journal 4 Page 293

Record No. 5 Page 552

Ex. Doc. Page

Law No ~~#~~. 32

J. J. Ellison

vs

Joseph Norris & Lamo Norris

Costs Bill

Record

Recorded

56 J. J. Ellison
vs
Joseph Norris and
James Norris

Transcript
fees — 31 1/4 paid

Filed May 29. 1849
Jd Kirkpatrick Clk

Recorded

S. T. Ellison
vs
Joseph Norris
and James Norris

Justice fees
Summons — 12½
7 Subpoenas 36½
6 Subpoenas 32½
Swearing Witnesses 5½
Judg. — 25
Satisfaction 10

Constable fees $1.65

Witness fees $6.50

Suit brought on a claim of Damages $ 99 as per Bill of Particulars filed On application of the plaintiff Summons issued Dec. 5th 1848 to H Hannan constable Made returnable 9th instant at 2 O. clock P.M. Same date issued subpoenas for Silas Piersol Jacob Piersol Edward Norris Marenes Gillet Martin W Brown and Thomas W Long Witnesses for plaintiff Dec. 6th 1848 On application of Defendant issued subpoenas for S. W. Hill Jacob Pennypacker Isaac Anderson Henson Merrymon Elijah Kent and John S. Smart Jacob L. Felkners Name inserted On the day of trial by Order of the plaintiff Summons returned in due time indorsed serve by reading Dec. 9th 1848 P.M. the parties appeared and being ready for trial the above named witnesses were sworn and trial had whereupon it is considered by me that the plaintiff in the action recover off the Defendant the sum of twenty seven dollars Damages and the cost of suit taxed at nine dollars eighty three and a half cts

State of Ohio Wayne County ss

I John Hutchison a justice of the peace within and for the township of Millcreek in said County do hereby certify that the foregoing is a true copy from My docket of the proceeding and judg. in the above case Given under My hand and seal this 15th day of Dec 1848

John Hutchison J P Seal

In the action J T Ellison vs Joseph Norris and James Norris & Edward Norris Acknowledge Myself bail for the appellant in the sum of Seventy three dollars and sixty seven cts to be levied on 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 cost that have accrued or may accrue in the Court of common pleas

Signed Edward Norris

Taken signed and acknowledged this 15th day of Dec 1848 before Me Lob Hutchison J P

question. Did you ever hear Joseph say so
answer. I did. question Do you know of

Marinus Gillett

S. John Hutchinson a Justice of the peace
in and for the township of Millcreek and County
of Union. Ohio Do hereby certify the above Named
Marinus Gillet was first duly sworn by me to testify
the truth the whole truth & nothing but the truth
and that the forgoing Deposition by him
subscribed was reduced to writing by me
and was taken at the time and place specified
in the enclosed Notice in testimony whereof
I have hereunto set my hand this 21st
day of March
in the year 1847

John Hutchinson JP

Collins
vs
Norris

Filed May 30, 1847
A. M. Buckingham Clerk

Deposition of Marcus Gillett of Millcreek township Union County taken on the 21st day of March 1849 between the hours of 10 Oclock AM and 4, Oclock PM of said day at the Office of John Hutchison a Justice of the peace ~~pursuant to~~ to be read in evidence in a cause pending in the Court of common pleas of Union County between John Thomas Ellison Plantiff and Joseph & James Norris Deffent as follows

question by Plantiff: Was you ever by when you heard James Norris and Myself talking about working up My Ashes.
Answer I dont recollect that I ever was.
question did you ever hear Mr James Norris say that Joseph Norris need not say any thing against working the ashes for he knows that we are to work Ellisons ashes. Answer I did hear James Norris say to same person that Joseph Norris need not say that they were not to work Ellisons ashes for he knows that we are to work Ellisons ashes
question Do you recollect about what time this conversation took place
Answer. It is my impression that it was the last of August or the first of September 1848
question Did you consider Joseph & and James Norris partners in the ashery at that time Answer From their conversation I supposed them to be partners at least to work up Ellisons ashes

question did you ever see the ashes that you understood was to be work by Joseph and James Norris answer I did. question how may bushels you suppose there was at that time. answer I supposed that there was over three hundred bushels

Cross Examination

By Defent James Norris question where was James Norris and the person to whom he was talking when he said Joseph Norris need not say that we were not to work up Ellisons ashes answer they James Norris and the person was either in or very near to the ashery on the out side and I cant say certain which question did you see that person ~~that was with~~ to whom James Norris this spoke. answer I did question who was that person that you saw. answer I do not recollect who it was. question how do you know it was me a that King answer being personally acquainted with you and seeing you at the same time I did the other person question how do you know that we were in partner=ship ~~to work~~ ~~when we agreed~~ to work up Ellisons ashes answer I knew it ~~only from the~~ conversation the word we was used and he was speaking of himself and the other question. How do you know that this three hundred and upward Bushels of ashes was to be worked up by the Norrises answer I heard Mr Ellison and others say so. question did you ever hear James and Joseph Norris say that they were to work up the above Mentioned ashes to wit the three hundred and upward bushes. answer I heard them say they were to work up Ellisons ashesses

Rec.d of S. J. Ellis my fees
in full as witness in a case of S. J. Ellis
vs Joseph & James Norris
March 21st 1849

Marinus Gillett

50 cts

John T. Ellison

vs

Joseph & James Norris

Nunc in Assumpsit

Filed Nov. 22. 1849
James Kirkade, Clk

Recorded

Union County SS } Court of Common Pleas
} October Term AD 1849

John T. Ellison who sued in the Court below by the name of J. T. Ellison complains of Joseph Norris & James Norris of said County in a plea of assumpsit for that whereas the said John T. Ellison heretofore, to wit, on the 1st day of November AD 1847 was in possession of a large tract of land lying in said County of Union and was about to clear the same in doing which the said plaintiff would necessarily make a large quantity of ashes, and so being in possession of and about to clear said land as aforesaid, the said defendants at that time, to wit, on the day & year last aforesaid, came to the said plaintiff and entered into the following agreement with him that is to say, the said plaintiff should collect and crib for safe keeping such ashes as he should make in clearing said land in 1848 and in the fall of said year should assist the said defendants, acting on our hand, upon and about the converting the said ashes so to be collected as aforesaid, into pearl ashes, in consideration of which the said defendants agreed to convert the said ashes in the fall of 1848 into pearl ashes, and to give the said plaintiff three fourths of what pearl ashes should be made, retaining the one fourth for themselves and the plaintiff avers that in pursuance of said agreement with said defendants, he did in the clearing of said land in the first part of the year 1848, collect and crib a large quantity of ashes to wit, ten thousand bushels in doing which he incurred great expense, to wit, fifty dollars, and that during the fall of 1848 he held himself in readiness to assist the defendants, according to agreement, in converting said ashes into pearl ashes, and also that in the fall of 1848 he called upon the defendants at divers times to wit, between the first day of September and the first day of November of said year and requested them to fulfil their part of said agreement according to the terms thereof which they have hitherto wholly neglected and refused to do, to the damage of said plaintiff fifty

dollars, — And also for that whereas the said defendants on the first day of December 1848 at the County aforesaid was indebted to the said plaintiff in fifty 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 fifty 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 fifty dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendants at their request;

And in fifty dollars for money then and there lent by the plaintiff to the defendants at their request;

And in fifty dollars for money then and there paid by the plaintiff for the use of the defendants at their request

And in fifty dollars for money then and there received by the defendants for the use of the plaintiff

And in fifty dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them. And whereas the defendants afterwards on the 5th day of December 1848 in consideration of the premises ~~there~~ then & there promised to pay the said several sums of money on request, to the plaintiff. 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 fifty dollars and therefore he brings suit &c.

By S. Finch his Atty

Copy
of
Notice
to Novio

Mr Joseph & James Norris you are hereby notified to attend at John Hutchinson Esqr on Wednesday the 21st day of March 1849 at 2 Oclock of that day to be present at the taking of the Deposition of Marenas Gillet

March 19th 1849 John J Colhoun

Filed

trial had as
the within Dec.
9 1848
John Hutchinson
J.P.

J. T. Allen
vs
Joseph & James Norris

Praecipe for
Summons

John T. Ellison
vs
Joseph Norris & James Norris

In assumpsit
Damages $99.00

Issue a Summons returnable Decr. 9th 1848 at 2. o'clock P.M.

This suit is brought to recover damages for the breach of a contract between the defendants & the plaintiff whereby the defendants agreed to work up his ashes into pearl ash for one fourth of the pearl ash & return to plaintiff three fourths thereof — Defts. refused to comply with contract

J. T. Ellisson

To John Hutchinson J.P.
Dec. 4. 1848

Wm Com Pleas

D. L. Ellison
vs
Joseph Norris & Thos
Subpoena for wit.

Filed May 28. 1850
A Kirkpatrick p c/C

Served this writ May 28. 1850 personally upon the within named witness

Fees - mileage 5
Service 12½ = 17½

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Anthony Custard

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ Forthwith ~~day of next term, at o'clock, A. M.~~, to testify and the truth to speak on behalf of Joseph Norris & James Norris in a certain controversy in said Court depending, wherein L. T. Ellison is Plaintiff, and Joseph Norris & James Norris are Defendant; and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 28th day of May A. D., 1850

James Kinkade jr. Clerk.

Union Com Pleas

L. T. Ellison
vs
Joseph Norris & James Norris

Suit for wits

Filed May 27. 1850
James Kirkpatrick Clk

Served this writ personally upon Silas Pearsol, Wesley Long, Jacob Pearsol, Martin Brown and John Hutchison, May 8th 1850
Jacob L. Selkirk not found.
Fees = mileage 50
Service 62½
Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Silas Pierson, Wesley Long, Jacob Pearson, Jacob S. Felkner, Martin Brown and John Hutchisson

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the First day of next term, at ten o'clock, A. M., to testify and the truth to speak on behalf of J. T. Ellison

in a certain controversy in said Court depending, wherein J. T. Ellison is

Plaintiff, and Joseph Norris & James Norris are

Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 8th day of May A. D., 1850 James Kinkade jr Clerk.

Union Com Pleas

I. T. Ellison
vs
Joseph Norris &
James Norris

Subpoena

Served on
the within
on witness
By Reaching
James B Norris

Filed May 27, 1850
D Rinkade Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Lanford W. Hill, John S. Smart, Henson Merryman, Jacob Pennypecker, Isaac Anderson and Elijah Kent

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the first day of next term, at ten o'clock, A. M., to testify and the truth to speak on behalf of Joseph Norris & James Norris in a certain controversy in said Court depending, wherein D. T. Ellison is Plaintiff, and Joseph Norris & James Norris are Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 22d day of May A. D., 1850

James Kinkade Jr Clerk.

Filed May 28, 1850
D Rin Madrp MR

Ellison
vs
Norris et al

Subpoena for Anthony Curtis forthwith.

J. W. Powell
Atty for Defts

Filed May 22. 1850
James Kirkpatrick Clk

John T. Ellison
vs
Joseph & James Morris } Assumpsit – Union Com. Pleas.

Issue subpoena for Sanford
N. Hill, John S. Smart, Henson Merryman
Jacob Rennyocker, Isaac Anderson
May 22 /60

Powell & Birch
Attys. for Deft.

Union Com. Pleas

D. L. Ellison
vs
Joseph & James Morris

Sub for writ

Filed May 28, 1850
D. Kirkpatrick C.R.

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jacob L. Kelkner

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, ~~on the~~ Forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of J. I. Ellison in a certain controversy in said Court depending, wherein J. I. Ellison is Plaintiff, and Joseph Morris & James Morris Defendant: and this ~~the~~ shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 27th day of May A. D., 1850

James Kinkade Jr Clerk.

Ellison
v
Morris et al

Praecipe for
Pltf's witnesses

Filed April 17. 1850
James Pinkadow clk

Filed

Ellison
v
Norris et al.

On appeal to Union C.P.

Issue subpoena for

Silas Pearsol Wesley Long, Jacob Pearsol
Jacob L. Felkner, Martin Brown & John
Hutchinson

S. Finch
atty for plff

April 17. 1850

Joseph Morris &
James Morris

vs.

John T. Ellison

Plea

Recorded

And the said Joseph Morris and James Morris come and defend &c. and say that they did not assume and promise in manner and form, as the said John T. Ellison hath above thereof complained against them. And of this the said defendants put themselves upon the Country, and the said plaintiff doth the like.

Powell & Finch
Attys. for Defts.

Civil/Domestic Case File
Case No. 1849-CV-0022

No. 49-CW-22

Union Common Pleas Court.

Robson L Brown
Plaintiff,

AGAINST

J & W E Lee et al
Defendant.

AUG TERM. 1849

JUDGMENT VS DEFENDANT

$172 35-

Journal 4 Page 211

Record No. 5- Page 399

Ex. Doc. Page

In Union Com Pleas

Robson L Broome

vs

J. & W. E. Lee et al

Praecipe for Assumpsit

Filed May 29, 1849
James Kirkpatrick clerk

Allison & Curry

Robson L Broome
vs
P. & W. C. Lee
Hugh Lee
P. S. Alexander &
P. W. Evans

In Assumpsit.
Damages $200.00

Issue a Summons
returnable forthwith.
Indorse "Suit brought
on a note of hand given by
the said P. & W. C. Lee, to the said
Hugh Lee or bearer, for the sum of
One hundred and fifty dollars with interest from
date, dated February 20th 1847 and payable two
years after the date thereof. Upon which note
the said Hugh Lee, P. S. Alexander, and P. W. Evans
are endorsers &c. Also for goods sold and delivered,
money had and received &c.
To the clerk of Union Com. Pleas
May 29th 1849.

Allison & Curry
Attys for Pltff

Mon ex Plens

Robert & Broome
vs
J. W. Lee & Bros

"Suit brought on a note of hand
given by the said J. W. & W. E. Lee
to the said Hugh Lee or bearer
for the sum of Five hundred
and fifty dollars, with
interest from date, date
February 20th 1847, and payable
two years after date thereof,
upon which note the said
Hugh Lee, J. S. Alexander &
J. W. Evans are endorsers &c
Also for Seven dollars and
delivered money had and
received &c.

Allison & Cox
Attys for Plff

Filed May 31. 1849
James Kirkpatrick clerk

served this writ by delivering a certified copy thereof to the within named W. E. Lee May 29. 1849. and by delivering to J. S. Alexander and J. W. Evans each a certified copy thereof on the 30th day of May 1849 also by delivering a certified copy thereof to James Lee May 31st 1849 Hugh Lee not found.

Fees = mileage – 5
service – 95
copies – 60 – $1.60

Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon J & W. C. Lee, Hugh Lee, J. S. Alexander & J. W. Evans

~~Forthwith~~ 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 Robson L. Browne

in a plea of Assumpsit damages Two Hundred dollars.

And have you then there this writ.

Witness, ~~JOHN CASTLE~~ James Kinkade Jr, Clerk of said Court, at the Court House aforesaid this 29th day of May A. D. 1849.

James Kinkade Jr Clerk.

57

Union Common Pleas,

Robson L. Broome
vs. } in Assumpsit
J. & W. E. Lee, et als.

Declaration.

Filed July 7. 1849
James Kinkade for Clerk

Cost bill made
Record

Recorded

Allison & Curry
Atty's for Plff.

The State of Ohio, } Court of Common Pleas,
Union County, ss. } May Term, A. D. 1849.

Robson L. Broome complains of J. & W. E. Lee, Hugh Lee, J. S. Alexander, and J. W. Evans, in a plea of Assumpsit, for that whereas the said J. & W. E. Lee on the 20th day of February 1847 at Mansfield in said County of Union, made their promissory note in writing and thereby promised to pay Hugh Lee or bearer One Hundred and Fifty dollars, with interest from the date thereof, two years after the date thereof, which period has now elapsed; and the said Hugh Lee then endorsed the said note to said J. S. Alexander; and the said J. S. Alexander then endorsed the seid note to J. W. Evans who then endorsed and delivered the same to the said Plaintiff; and the said J. & W. E. Lee did not pay the amount of the said note, although the same was presented to them on the day when it became due, of all which the said Hugh Lee, J. S. Alexander, and J. W. Evans then had due notice; and the said Hugh Lee, J. S. Alexander, and J. W. Evans then and there, in consideration of the premises, promised to pay the amount of the said note to the said Robson L. Broome according to the tenor and effect thereof. ~~Yet the said defendants have disregarded~~

And also for that whereas the said J. & W. E. Lee Hugh Lee, J. S. Alexander, and J. W. Evans on the first day of May 1849 ~~was indebted~~ at Mansfield in said County of Union, were indebted to the said Robson L. Broome 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 defendants at their request;

And in Two Hundred dollars for money then and there had and received by the defendants for the use of the plaintiff:

And whereas the defendants afterwards on the fifteenth day of May 1849, 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 the said defendants have disregarded their said promises and have not paid, nor have either of them paid the said sums of money, nor either of them, nor any part thereof to the damage of the said Robson L. Broome Two Hundred dollars, and therefore he brings suit, &c.

By Allison & Curry,
His Attorneys.

Civil/Domestic Case File

Case No. 1849-CV-0023

Civil/Domestic Case

1849-CV-0023

located with

Supreme Court Case

1850-SC-0002

Civil/Domestic Case File

Case No. 1849-CV-0024

No. 49-CW-24

Union Common Pleas Court.

Wm N Bradley Plaintiff,

AGAINST

Adison Lee, Defendant.

MAY TERM, 1849

Dismissed, at

JUDGMENT VS DEFENDANT

Journal 4 Page 197

Record No. No Record. Page

Ex. Doc. Page

Wm N Badler
vs
Adison Lee

Transcript

Filed May 29. 1849
Jas Kirkpatrick Jr clerk

Cost bill made
No. Record

William V. Badly
vs
Addison Lee

State of Ohio Union County ss.—

Action of damage

This suit is brought to recover damages for the violation of an agreement between the defendant and the plaintiff entered into in the fall of the year 1842 in the month of October by which the defendant was bound to finish a job of clearing off timber logs brush &c which plaintiff had then commenced upon a portion of the premises of Chambers Dynes in Union County Paris Township Ohio

Damage $17,00

Justices fees 1,27

Transcript X31¼ paid

Const. fees for serving summons $00,40

for serving Subpoenas 2,05

for serving Venire 0,90

for attending on Jury 0,50

$3,85

witness fees

Elijah Wolford 2 days $1,00

Simeon Badly 2 days 1,00

Wm Badly 2 days 1,00

Hampton H Said 2 days 1,00

P B Smith 1 day 0,50

Robert T. Lee 1 day 0,50

5,00

Samuel Westlake — 1,25

$5,25

James Turner Justice of the peace for taking Westlakes deposition 0,50

Jurors each 50 cents 3,00

Damages claimed $75,00

September 23rd 1848 summons issued directed to any constable of the Township of Leesburg returnable Sept. the 30th Inst. at 1 – Oclock P.M, of sd. day Justices fees $00,12½ cents

September the 29th 1848 summons returned endorsed Sept. the 25th 1848 served by reading fees taxed at $00,40 to Benj. Welsh Constable

Sept. 23rd 1848 Subpoena issued for plaintiffs witnesses Elijah Wolford & Chambers Dynes Justice fees 16 cents

Sept. 28th 1848 subpoena issued for defendants witness Chambers Dynes Justices fees $00,12½ cts

September the 30th 1848 Subpoena returned endorsed Sept. 29th 1848 served by reading fees taxed at $00,55 cts Benj. Welsh Const.

September the 30th 1848 subpoena returned endorsed ~~served~~ Sept. 29th 1848 served by reading fees taxed at $00,45 cents Benj. Welsh Const.

September the 30th 1848 The parties attended according to process and on application of the defendant an adjournment was granted untill October the 14th 1848 at 10 Oclock A.M.

October the 12th 1848 subpoena was issued, for defendants witness Chambers Dynes Justices fees $00,12½ cents

October the 14th 1848 subpoena returned endorsed October the 12th 1848 served by reading fees taxed at $00,45 cts Benj. Welsh Const.

October the 14th 1848 The parties attended according to adjournment and on the application of the plaintiff an adjournment was granted untill November the 4th 1848 at 10 Oclock A.M. at the plaintiffs costs which was two dollars Whereupon the defendant demanded a Jury trial Whereupon the following named persons were selected by the parties as Jurors (viz) William Foster William Scott Francis Scott Benjamin Wood Alexander McAllister and Stephen T. Davis — October 2nd 1848 Venire issued for the above named persons Justices fees $00,25 cents

November the 3rd 1848 subpoena issued for P. B. Smith Justices fees $00,12½ cts

November the 4th 1848 Venire returned endorsed October the 29th and November the 1st 1848 served by reading fees taxed at $00,90 cents Benj Welsh Const.

November the 4th 1848 subpoena returned endorsed November the 4th 1848 served by reading fees taxed at $00,60 cts Benj Welsh Const.

November the 4th 1848 the parties attended according to adjournment and the trial was called and the Jury was empanneled and sworn according to law and the witnesses was sworn and examined according to law Whereupon the Jury retireed by themselves and they found a verdict for the plaintiff for seventeen dollars damage whereupon Judgment was rendered against the said defendant Addison Lee for the sum of seventeen dollars damage and costs of suit A. Gandy J P

In the action of Wm N. Badly against Addison Lee I Thomas Lee acknowledge myself bail for the appellant in the sum of seventy five dollars to be levied of my goods and chattles lands & tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of common pleas — Thomas his X mark Lee

Sign'd) Taken signed and acknowledged on this 13th day of November 1848 before me Abijah Gandy Justice of the peace

The State of Ohio } I Abijah Gandy a Justice of the peace in and for
Union County ss. } 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 13th day of November AD 1848

Abijah Gandy (L.S.)

The plaintiff's
bill of particulars

William N. Badly
vs.
Addison Lee

This suit is brought to re-
cover damages for the vio-
lation of an agreement be-
tween the Defendant and the plain-
tiff, entered into in the fall of
the year 1842, in the Month of
October, by which the Defendant
was bound to finish off job of
Cleaning off timber logs, brush
&c. which Plff had then commen-
ced upon a portion of the premises
of Chambers Dines in Union
County, Paris Township, Ohio.
Damages Claimed $75,00

Elijah Wolford
Chambers Dines

To Mr Abijah Gandy
Justice of the peace
Leesburg Township
Union Co
Ohio

Deposition in
the case of
Mr A Buddy
vs
Addison Lee

Received and by me
filed this
state of the
Union County
Ohio

Depositions of witnesses taken, to be used in a Cause hereafter to be commenced before Abijah Gandy a Justice of the Peace of Leesburg Township, Union County Ohio, between William N. Badly plaintiff, and Addison Lee defendant, in which said plaintiff will seek to recover Seventy five Dollars Damages for the violation of an agreement which he claims to have been entered into in the fall of the year 1842, to wit in the month of October of that year, whereby Defendant was bound to finish a Job of Cleaning off timber, logs, brush &c from a portion of the premises of Chambers Dines in said Union County. The parties and their Counsel being present to examine and cross examine the witnesses, and the Defendant expressly waiving all objection to this deposition on account of the non-pendency of the suit between said parties, Taken in pursuance of the notice hereto attached, and at the time and place therein mentioned.

Samuel Westlake of the County of Union, of lawful age, being first duly sworn by me, as hereinafter certified, deposes as follows:

Question by Plaintiff. State what you know about the agreement referred to in the above caption of this deposition. Ans by witness. Mr Addison Lee agreed to clean up a piece of Grounds for Mr Badly, that said Badly had taken to clean on Chambers Dynes place the agreement was some time in the summer of 1842 I cant tell whether it was before or after harvest. they agreed to leave it to Elijah Wolford & my self to say what it was worth to do the Job & said they would agree to whatever we said it was worth Wolford & my self valued the work to be done to be worth nine or nine & one half dollars Lee agree at that time to do the cleaning. Some time after that Lee toled me he had got a hog of Badly & Badleys note for the Balance for doing the Job I think it was the same fall that Lee toled me that he got the hog of Badly i it was late in the fall of 1842 and it was in the Spring of 1843 that Lee toled me he had got Baleys note. Lee toled me that the last talk we had about it that he had not got all his pay from Badly yet that there was something like a dollar Back, the under Standing was as i recollect that Lee were to do the Job the same fall that the bargain was made that is he was to do it as soon as the weather would admit.

the work was never done by Lee Mr. Dynes
toled me several times to tell Badly that if
he did not come & finish the Job that he
Dynes would sue him the said Badly for Lee
had not done the work. Badly has worked
at the Job since that time. he sprouted the
ground all over & rolled the Logs this work was
done in the fall of 1846 by Badly all Except
picking the Chunks & roling some Logs which
Badly done this summer this was the same
work that I said Lee agreed to do for Badly
this Job of work was in paris Township Union
County Ohio on the premises of Champey Dynes
Dynes was not present at the time of the
contract between Badly & Lee
Crop Examin by Deffs counsel
Question by Deff, what amount of Labour
was put on that Job by Deff
answer, I cant tell. Dynes was frequently
grumbling to me about the Job & wanted to
know of me where Badly was that he wanted
the Job done there was as much work to
do to the Job in the fall of 1846 as there was
when Lee took the Job in 1842.
How much work did Badly put on that Job
Answer, he cleared up all the timber that was
down when he took the Job there has been
some timber fell since. but that was not
Cleared up

Samuel Westlake

I James Lowner a Justice of the peace in and for
the Township of Paris in the county of union Ohio
do hereby certify that the above named Samuel
Westlake was by me first duly sworn to testify
the truth the whole truth & nothing but the
truth & that that the foregoing deposition by
him respectively subscribed were reduced to
writing by me and was taken at the time
and place specified in the inclosed notice
In testimony whereof i have hereunto set my
hand this 11 day of September AD 1848

James Lowner
Justice of the peace

Justices fees 50
Witness fee 25
75

Plaintiffs witness
1st P. B. Smith

2nd witness Elijah Wolford said that he & Samuel Westlake was called on by Wm Badly & A. Lee to say what a certain job of clearing was worth and they said it was worth nine dollars and fifty cents it was the last of April or the first of May 1842 that the valued the work between the said parties the witnesses says that the plaintiff that is Wm Badly done work on the job in 1846 & that he the sd Wolford worked 2 days on the job for Badly in 1846

4th witness Hamton H. Said says that he worked for the said Badly on the sd job of clearing & that there was ten days work done on the sd job in the fall of 1846

5th witness Wm Badly Jr says that himself and Father worked six days on the said job of clearing and E. Wolfords boy one day this fall that is 1848

Bonnapt
Adigon Lucy
vs
William & Bailey
this writ c. 31

Adison Lee } Suit on following bill
vs } filed Transcript from the Docket of James
William N Badly } Bell Esq a Justice of
the peace of Millwick Township
in the County of Union

State of Ohio Union County ss.
Adison Lee } a Note of hand as follows for value Received I promise to pay Adison Lee or Order the sum of Eight Dollars and Eighty two cents in Store Goods this the 7th day of January A.D. 1843
vs
William N Badly
Debt 8 87
Summons 12½
Judgment 12½
Execution 25
Venditioni Expon 12½
2 Sales 12½

Wm N Badly

Received two Dollars on the within note this 8th of July 1843 Adison Lee
Summons Issued to Aaron Topper Constable July 31 1843 Cam to be Served August fifth day 1843
Summons Returned by Aaron Topper Constable Personally served by Reading to Wm N Badly July 31 1843 Wm N Badly the Defendant did not Appear Then Judgment Rendered against him for six Dollars and 87½ and costs of suit it is therefore considered the plantiff Adison Lee shall Recover the sum afore said of the Defendant afore said to gether with Interest and Cost

James Bell J.P.

Execution Issued August 5th day to Aaron Topper Constable. Execution Returned September 2d 1843 Levy made on one plough and one loom and Advertised and offered

Continued

Fees, Sale according to Law and not
Sold for want of Bidders Aaron Topsy
Constable. Levies & advertising 25 cts
and Milage 15 cts

Vendition Exponas Issued to Aaron
Topsey constable of Millersburg Township
Sept 6th 1843 property offered
for sale 30th of Sept and not
sold for want of Bidders 25 cts
Aaron Topsy constable

2d Vendition Exponas Issued November
8th 1843 to Aaron Topsey Constable
Vendition Exponas Returned Decem
ber 6 1843 property Advertised 14
November sale the 25 November prop
erty offered for sale on the day
of sale and not sold for
want of Bidders fees for advertis
ing 25 Milage 25 Writing Bond &c
25 Aaron Topsey Constable

I certify this to be a true
transcript of the Docket in sub
stance
Transcript 37½ cts

James Bell J.P.

May 18 1844 This day scire facias bond
delivered to A Topsy Constable for Appearance
on the 26 of May 1844 at 2. o'clock
P.M

May 17 1844 Scire facias Re
turned served per 17½ A Topsy const
May 25th 1844 2. o'clock P.M the
defendant William N Badly
failed to Appear & show Cause
if any they Can why Judgment
should be Rendered against him
on Confession a Judgment it
is therefore Considered by me
that the defendant A disanelle
obtain a Judgment against
William N Badly to Amount

Continued

Nine Dollars and fifty seven
Cents debt interest and Cost

This day Execution Issued and
Delivered to A Tossey const August
10 AD 1844

Execution Returned
Sept 7th 1844 Levy was made on
the 23d day of August 1844 & Ex
posed for Sale on the seventh
day Sept 1844 fees 60 cts
One plough & loom A Tossey const

Oct 5th 1844 Vendition Exponas
Issued at plantiffs Request Calling for
Most property and Delivered to
A Tossey const

Received on the foregoing
Judgement seven Dollars & 35
Cents Being principle & Inte
st Oct 28 AD 1844
Adison Lee

Execution Returned property sold
& no other property found whe
on to Levy Oct 9 1844
Fees 33 cts
A Tossey const

Execution Issued and Delivered to
John Hutchison const Jan 9 1845
Jan 17 1845 Execution Returned no
property found whereon to Levy
Mileage 10 cts
John Hutchison const

I hereby Certify that the fore
going is a correct Transcript
in substance from my Docket
Sept 30 1848 Jas Thompson J.P.
Fees 31 cts

Articles of an agreement made this 7th day of Nov. 1840
by and between Chambers Dynes of the first part & Wm A Badley
of the other part both of Union County The said Dynes hath this
day rented to said Badley the farm known by the Emberson
farm for the term of one year from the first day of March
next for the consideration herein after mentioned. Said
Badley agrees to new set the outside fence. and to put
the place in good repair. the field that is this present year
tended in corn and the Orchard field the said Badley agrees
to cultivate in good husband. like manner and give to
said Dynes, one third part. of the products. to be delivered
to said Dynes, the Remainder of the farm the said Badley
is to have all he can raise on it. for the repairing of the
said farm, with the privilege of the Buildings on said farm.
said Badley agrees. to change a certain string of inside fence
and to set it a long by the side of the cornfield so as to
throw both pieces of Meadow in one field and the said
Badley agrees to clear of all the old timber that is down
and burn up the same, and Sprouts and brush of all
Sprouts and grubs. that may be on the Meadows The said
Dynes reserves the little Meadow next to the road, for
himself

test Witness our hands & seals the day above mentioned
P B Smith

Chambers Dynes (Seal)
Wm A Badley (Seal)

This the above is a true copy left in my hands
by the above mentioned Dynes & Badly for safe keeping
April 6th 1842

P B Smith

Civil/Domestic Case File

Case No. 1849-CV-0025

Civil/Domestic Case File

Case No. 1849-CV-0026

No. 49-CU-26

Union Common Pleas Court.

Wm S Jamison & Co
Plaintiff,

AGAINST

Albert M Hathaway
Defendant.

MAY TERM, 1849

JUDGMENT VS DEFENDANT for
$32 66

Journal	4	Page	189
Record No.	5	Page	364
Ex. Doc.	1	Page	543

Wm S. Jemison & co
vs
Albert M Hathaway
Transcript

Filed May 30. 1849
James Kirkpatrick Clerk

East Bridgewater
Record

Recorded

Wm S Lenison & Co.
vs
Albert M Hathaway

debt	31.88
Summons	12½
Satisfaction	10
Judgt	12½
Execution	25
Execution	25
Constable on Sum	42½
on Ex	40
on Ex	40

Note filed thereupon I issued a Summons March 15 1849 for appearance on the 21st inst

Returned endorsed Served this writ on the 18th day of March by leaving an attested copy with deft's wife

Fees Travel 20 Service 10 Copy 12½ (42½)

E Hammond Const.

March 21st 1849 4 O'Clock PM Deft failed to appear Judg, by default on a note dated Sept 4th 1847 & due twelve months after date for thirty dollars & interest after six months

Interest being calculated it appears there is due pltf thirty one dollars & Eighty Eight Cents Therefore Judgmt is rendered against Deft for thirty one dollars and Eighty Eight Cents debt & the costs taxed at 7 7½ pltf

Execution issued April 10th 1849

Execution Returned endorsed the within named person Albert M Hathaway I believe hath no goods or chattels whereon to levy at this time April 24 1849

Fees Travel 20 Service 20 (40) Saml Balenger Const.

Execution issued 30th May 1849

Execution Rtd. endd. the within named Hathaway hath not any goods or chattels whereon to levy Fees Travel 20 Ser 20

E Hammond Deft Const

State of Ohio Union County Liberty Township ss

I do hereby certify that the above is a full & true copy from my Docket of the proceedings had by & before me in the above cause

M H Williams J P
of the aforesaid Township

This is to certify that I believe the said Hathaway has real estate in the Township of Liberty Union Co Ohio

M H Williams J P

Fees
This Transcript 31

Writ on Recs
W. J. Jenvain Dec
vs
Albert M. Hathaway
Service Fees

Filed May 31. 1849
James Buchanan Clerk

Served this writ May 31st 1849 by delivering a certified copy thereof to the within named Albert M. Hathaway

Fees = mileage 65
copy 20
service 35 = $1.20

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:

William S Jenison & Co. on the 21st day of March 1849 recovered a judgment before M H Wadhams. one of the Justices of the peace within and for the said County of Union for the sum of thirty one Dollars and eighty eight cents Debt and ~~seventy eight~~ 78 cents costs of suit against Albert M Hathaway upon which said judgment an Execution was issued by the said M H. Wadhams. and returned no Goods or chattels found whereon to Levy. but the Defendant is possessed of real estate subject to his debts as to us appears by a transcript of 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 Albert M Hathaway 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 James Kirkade p clerk of our said Court at Marysville this 30th day of May AD 1849.

James Kirkade p clerk

543

M'Clemison & Co
vs
Albert M. Hathaway

Debt $31.88
Costs expended .78½
Increase 5.72

Filed Nov. 21. 1849
Sam'l Kirkpatrick Clk

Recorded

Union County

Received this writ September 6. 1849. Levied October 12th 1849 upon Albert M. Hathaways undivided interest in the following described real estate, to wit: situate in the county of Union. being part of Survey No. 3444. Begining at a Stake and Stone N.E. corner to Miles and William Flim's land, thence N. 7¾. E. 115½ poles to two beeches and a sugar S.E. corner to James Gaston, thence with his line N. 82¼ W. 150 poles to 3 beeches in the west line of said Survey; thence with said line S 7¾. W. 115½ poles to two Ashes and Elm N.W. corner to said Flimns land thence With their line S 82¼ E. 150 poles to the begining, Containing 107½ acres. Subject to Widows dower in 45 acres off the South side of said described real estate. had the same appraised same day by the oaths of Levi Rea, David Reyner and James Orahood, at $8.00 per acre and delivered to the Clerk of the Court a certified copy of the appraisment, advertised the same to be sold on the 20th day of November 1849 between the hours of ten Oclock A. M. and four O.clock P.M. by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. and on the said 20th day of November 1849 between the hours of ten O.clock A.M. and 4. O.clock. P.M. I offered the same for sale by public Auction at the door of the Court house in said County, and not sold for want of bidders.

Fees = mileage	60
service	35
levy	35
Inquest	1.00
appr fees	1.50
Copy of apprst	.20
advertising	.25
Pr fee	3.50

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting!

Whereas. Wm. S. Jemison & Co on the 21st day of March AD 1849 before M H Washburn Esqr. One of Our Justices of the Peace within and for the County of Union, recovered a Judgment, against Albert M Hathaway for thirty One Dollars & Eighty Eight Cents Debt, and seventy eight ½ Cents costs of suit; and also $1.61 increase Costs on said Judgment. And whereas afterwards, upon One certain Writ of Scire Facias, in that behalf, writ, on the 31st day of May 1849 in Our Court of Common Pleas, Within and for the said County of Union and by the judgment of the Same Court. It was considered that Execution be awarded from the said Court of Common Pleas, against the said Albert M Hathaway upon the Judgment aforesaid for the Debt and Costs aforesaid And also that the said Wm S Jemison & Co recover of the said Albert M Hathaway, his Costs in that behalf Expended taxed to $4.21: whereof the said Albert M Hathaway is Convicted as appears Ons of record; Therefore We Command you, that of the goods and Chattels, and for the want thereof, then of the lands and Tenements of the said Albert M Hathaway in your bailiwick you cause to be made the Debt and Costs aforesaid, with interest on the Debt & costs of suit from the said 21st day of March 1849 and on the subsequent costs from the said 31st day of May 1849, and also the costs that may accrue; And have you the said Moneys before our said Court of Common Pleas, on the first day of their next Term to render unto the said Wm S Jemison & Co, And have you then there this writ. Witness James Kirkadoff Clerk of said Court of Com. Pleas this 28. day of Aug. AD 1849. James Kirkadoff Clk

543

Prod Dencion &c
vs
Albert M Hathaway

Debt $31.88
costs 2.39
Int from March 24/49
cts and ins fees $4.21
Int from May 24/49
Increase costs 8.16
writ .41

Filed May 28, 1850
D Shurbach for Mr

Recorded

Allison & Curry
attys for Pltffs

Received this writ April 4th 1850. advertised the within described property to be sold on the 27th day of May A.D. 1850 by publication in the Marysville Tribune a newspaper published and in general circulation in Union County. having given 30 days previous notice. of the time and place of sale. in pursuance of said notice on the 27th day of May 1850 between the hours of ten O. clock A.M. and four O. Clock P.M. I offered said Real estate for sale by public Auction at the door of the Court House in Marysville. not sold for want of bidders.

Fees = mileage 5
Service 35
advertising 25
half of Printers fees 1.75 = $2.40

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Albert M. Hathaway Viz't. Albert M Hathaways. undivided interest in the following described real estate Viz't. Situate in the County of Union being part of Survey No. 3444 begining at a stake and stone N.E. corner to Miles and William Flins land thence N. 7¾. E 115½ poles to two beeches and a sugar S.E. corner to James Gaston. thence with his line N. 82¼ W. 150 poles to 3 beeches in the west line of said Survey; thence with said line S 7¾ W 115½ poles to two ashes and Elm N.W. corner to said Flins land: thence with their line S 82¼ E. 150. poles to the begining. Containing 107½ acres subject to widows dower in 45 acres off the south side of said described real estate.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Wm. L. Jennison & Co

the sum of Thirty One dollars and Eighty eight cents for their Debt ~~for damages~~, together with $2.39 also $4.21 for their costs, with interest thereon from the 21st day of March A.D. 1849 until paid, which late in our said Court the said Wm L Jennison & Co

Costs on Scire Facias & interest from May 21. 1849

recovered against the said Albert M. Hathaway an award of Execution for the Debt and Costs aforesaid

as of record is manifest. Also, $ 8.16 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Wm L. Jennison & Co

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 4th day of April A.D. 1850

James Kinkade Jr Clerk.

Filed April 4, 1850
Ga Rin Rade p el R

Wm. S. Pinson & Co
vs
Albert H Hathaway

Judgment in Union Com Pleas

Issue a vendi in above case — April 4th 1850

To Pat Kinkade Jr - Clerk

Allison & Berry
Attys for Pltff

Filed Aug 20. 1849
J. Kirkpatrick Clk

Wm Jenison & Co
vs
Albert N Hathaway

Judgt in Union
Com Pleas Sept 1849

Issue an Execution
in the above case

To Dad Kinkade Cr. Clerk

Allison & Curry Attys for Plfs

Civil/Domestic Case File

Case No. 1849-CV-0027

No. 49-CN-27

Union Common Pleas Court.

Nancy Hensell Plaintiff,

AGAINST

J. C. Reed Defendant.

NOV 1849

Dismiss at pltfs costs

No Record.

Journal 4 Page 271

Record No. Page

Ex. Doc. Page

Law No 42.

Nancy Hensel

vs

J. C. Reed

Cost Bill made

No Record

159

Union Common Pleas

"

Nancy Hemel
vs Trespass in
J. C. Reed Replevin

Filed May 30, 1849
James Kinkade Jr clerk

Cos Bill Made
No Record

Commonwealth

Union County Common Pleas 1849

Nancy Hensel

vs } Replevin for a bay Mare of the Value of $100 &c
Damage $100 &c

J C Neal

Issue a Writ of Replevin returnable next Term

30th May 1849

McBride & Converse Pltffs Attys

J Kinkaid Jr Atty

The State of Ohio
Union County } ss

The above named Nancy Hensel by Mary Hensel her Mother & agent makes oath & says that she has good right to the possession of the bay Mare described in the above Precept that said Mare is wrongfully detained by J C Neal the Defendant that the said bay Mare was not taken in Execution on any judgment against the said Nancy Hensel nor for the payment of any tax fine or amercement assessed against her nor by virtue of any writ of Replevin or any other Mesne or final process whatever issued against the said Nancy Hensel

her
Mary X Hensel
mark

Sworn to & subscribed before me this 30th day of May 1849

James M. Stillinger J.P.

Union Com Pleas

Nancy Hansel
vs
J C. Reed

Writ of Replevin

Filed August 15. 1849
James Kirkpatrick for Pltff

The within described property not found August 14. 1849
Fees-mileage 55
Philip Snider Sheriff

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 Nancy Hensil the goods and Chattels following to wit - One Bay mare, of the value of $100.00 which J. C. Reed wrongfully detains from the said Nancy Hensel, as is said. and also that you summon the said J. C. Reed to appear at the next term of our Court of Common Pleas, to be holden within and for the said County of Union to answer unto the said Nancy Hensel for the unlawful detention of the goods and Chattels aforesaid Damages. One hundred Dollars.
And have you then there this writ.

Witness James Kirkadeff Clerk of our said Court at Marysville this 30th day of May AD 1849.

James Kirkadeff Clerk

Civil/Domestic Case File

Case No. 1849-CV-0028

No. 49-CU-28

Union Common Pleas Court.

Cutler & Davis

Plaintiff,

AGAINST

Martin Brown

Defendant.

Nov 1849

Non suited,

No Record

Journal 4 Page 251

Record No. No Record Page

Ex. Doc. Page

Law No 43

Cutter & Davis

vs

Martin Brown

Cost bill made

No, Record

Butler & Davis

vs

Martin Brown

Debt $ 8.57

Justice fees 56

Transcript

Filed May 30, 1849

Jas Kirkpatrick Clerk

Coulter & Davis
vs
Martin Brown
Debt $ 8.57

justice fees	22½
Transcript	31¼
Const fees	75

Suit brought on account for Merchandise Amt $8.57 August 21st AD 1842
The defendant Martin Brown appeared and confessed a judgement in favor of the Plaintiffs for the sum of Eight Dollars and Fifty Seven cents and costs of suit
Taxed at 22½ cents

Christian Myers
J P

State of Ohio
Union County ss } I Christian Myers of the Township of Millcreek do hereby certify that the foregoing is a correct Manuscript of the proceedings had before me in the above cause
April 23rd 1844

Christian Myers Seal

60

Cutler & Davis

vs

Martin Brown

Debt $3.91

Cost - $4.62

Filed May 30, 1849

Jd Kirkpatrick clerk

Cutler &
Davis
vs
Martin Brown

Debt on forma
Judgment $8.57
Interest and
cost since $ 4.34

Justice fees
Scirfacias — 25

Subpoenas for
Defendants witnesses
.45 1/4
Summons 16
Judg. on trial 25
Satisfaction — 10

Constable fees
— $ 1.09 1/4

witness fees
$ 2.00

whole cost $ 4.31
transcript 31 1/4

Suit brought on certified transcript from the Docket of Christian Myers late Justice of the peace of Millcreek township Union County which certified transcript is in my possession

April 21st 1849 Scirfacias issued against Martin Brown and made returnable April 27th 1849 at 4. O'clock P.M.

April 23rd 1849 on application of the defendant Subpoenas issued for William Hays John McKitrick and Edward Norris

Subpoenas returned in due time indorsed served by reading to all but one to wit Mr Norris and served on him by leaving a copy at his place of abode
D. B. Hays constable

April 27th 1849 The parties appeared and on application of the plaintiff Subpoenas issued for Christian Myers. Witnesses all present and sworn trial had whereupon it is considered by me that the plaintiff in the case recover a Judgment against the Defendant to the amount of three dollars and ninety one cents and cost of suit taxed at four dollars and thirty one cents

State of Ohio Union County ss.
I John Hutchison of the township of Millcreek do hereby certify that the foregoing is a true copy of the proceeding had before me in the above case
May 5th 1849 John Hutchison (seal)

In the action of Cutter & Davis against Morton Brown I James W. Brown acknowledge Myself Bail for the appellant in the sum of fifty dollars to be levied on my goods and chattles lands and tenements in case the appellant shalld be condemned in the action and shall fail to pay the condemnation Money and cost that have accrued or may accrue in the Court of Common pleas

Signed James W. Brown

Taken signed and acknowledged on the 8th day of May in the year 1849 before me

John Hutchison J.P.

Civil/Domestic Case File

Case No. 1849-CV-0029

No. 49-CV-29

Union Common Pleas Court.

Leander B Dawson
Plaintiff,

AGAINST

Wm E Lee,
Defendant.

MAY TERM 1849

MAY TERM 1849

Dismissed

Journal 4 Page 189 286

Record No. No Record Page

Ex. Doc. Page

Union Com Pleas

Leonard Lott and
Leander B. Damon
vs
William E. Lee

"Suit brought to recover damages for the non performance of a Contract. Also for money had and received - Goods Sold and Delivered - also on an account stated between the parties.

J C Doughty atty for Plaintiffs

Filed May 31st 1849
Jas Kirkpatrick clerk

By rule of J. C. Doughty Esqr returned without service

Philip Snider Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William E Lee

to appear ~~on the first day of our next term~~ 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 Leonard Lott and Leander B. Damon

in a plea of Assumpsit damages Five Hundred dollars.

And have you then there this writ.

Witness, ~~JOHN CASH~~ James Kirkadoff, Clerk of said Court, at the Court House aforesaid this 30th day of May A. D. 1849.

James Kirkadoff Clerk.

Leander Latt &
L B Bauman
vs
Wm E Lee

Filed May 30. 1849
Jas Rankin Clerk

Cost bill
made
No Record

Levinus Lotland.
Leander B. Damon } Assumpsit
vs } Damages $5:00-00
William E. Lee }

Issue a summons.
Returnable forthwith endors- suit
brought to recover damages for the
Nonperformance of a contract - also -
for Money had and received - goods sold
and delivered - also on an account stated
between the parties

May 30 - 1849 - } C. Doughty - atty for
Plaintiff

By James Kennedy.
Clerk of Union Com Pleas -

Civil/Domestic Case File

Case No. 1849-CV-0030

Union Common Plea

Doe, on the Demise of
Adam Stroud & wife & al.

vs Ejectment

Richard Roe —
John E. Ellwood & als, Tenants

Copy of Declaration

State of Ohio, Union County, ss.

Court of Common Pleas, September **Term A. D.** 1848.

JOHN DOE complains of Richard Roe for that Adam Shower & Martha Shower his wife (late Martha Claiborne) and Elizabeth Claiborne on the first day of January A.D. 1847 at the county of Union aforesaid had demised to the said John Doe the following lands and tenements, to wit: The whole of Survey No. Six thousand two hundred and ninety-three (6293) of four thousand two hundred and sixty-seven acres, or part of Military Warrant No. 6135, on Fultons creek in the County of Union & State of Ohio. Beginning at a stake & Elm and Ash Southwest corner to Jonathan Clarks Survey No. 5750, running S. 32 W. 690 poles to two Elms crossing the Creek at 220 poles & Ash Southeast corner to William Caruthers Survey No. 7008, thence with their line and course thereof N. 18 W. 1114 poles, crossing a Branch at 140, a large Branch at 226, and the creek at 300 poles, passing Caruthers N.W. corner at 800 poles to two Sugartrees and a Beech thence N. 88 E. 910 poles to two Hickories and an Elm Northwest corner to said Clarks Survey, thence with his line S. 88 E. 948 poles crossing a Branch at 166, one at 504, and one at 668 poles to the Beginning. One hundred -- messuages, One hundred cabins, one hundred barns, One hundred stables, One hundred orchards, One hundred out houses, four thousand two hundred & sixty-seven acres of arable land, four thousand two hundred & sixty-seven acres of meadow land, four thousand two hundred & sixty-seven acres of land covered with water, four thousand two hundred and sixty-seven acres of other land with the appurtenances situate in said county of Union, to have and to hold the same to the said John Doe from the first day of January in the year aforesaid for and during the term of Twenty years thence next ensuing. And also for that Adam Shower & Martha Shower his wife (late Martha Claiborne) on the first day of January A.D. 1847 at the county of Union aforesaid had demised to the said John Doe other lands, tenements, messuages, &c., to wit: Four thousand two hundred and sixty-seven acres of land situate in the County of Union, Ohio, being the whole of Survey No. Six thousand two hundred and ninety-three (6293) and granted by the United States to the heirs of Buller Claiborne, by patent bearing date the 31st day of January A.D. 1810. To have and to hold the same to the said John Doe from the first day of January in the year aforesaid for and during the term of Twenty years thence next ensuing. And also for that Elizabeth Claiborne -- on the first day of January in the year 1847 at the county of Union aforesaid had demised to the said John Doe other lands, tenements, and messuages, to wit: Four thousand two hundred and sixty-seven acres of land situate in the County of Union, Ohio, and on the waters of Fullers Creek being the whole of Survey No. Six thousand two hundred and ninety-three (6293) and granted by the United States to the heirs of Buller Claiborne by patent bearing date the 31st day of January A.D. 1810. To have and to hold the same to the said John Doe 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 said several demises the said John Doe entered into the said several tenements, first, secondly, and thirdly, above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid. And the said John Doe being so thereof possessed, the said Richard afterwards, to wit: on the first day of January in the year 1848 with force and arms entered into the said tenements with the appurtenances, and ejected the said John Doe therefrom, and other wrongs to the said John Doe then and there did, to his damage fifty dollars, and therefore he sues.

By Cole & Miller his Attorney.

To John E. Atwood, Levi Alden, Hazard Aldham, David Brown, Jacob Beam, Michael Beam, Thomas Biddle, Benzalel Briggs, Alexander Cochran, Franklin Cogdal, George Clark, Henry Clark, George Cowgill, Robert Colwell, John Dilsaver, Adam Dilsaver, Evan Evans, John Evans, David Field, William H. Ferguson, Isaac Gearhart, George Hudson, Philip Helsel, Levin H. Hastings, Richard Irwin, Henry Ebenezer Knisley, Thomas Kirby, Cyprian Lee, Theodore Munson, John Moore, Abraham Moes, James R. Moes, Samuel Moes, Enoch Moes, Samuel Myers, William Phillips, Lim Lizz, John Shasler, William Shackleford, Joseph Smart, David Sidle, Lydia F. Trent, Sarah Tunquist, Lartin Tunquist, John Mordruff & E. T. Webster.

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 defendents in my stead, otherwise judgment will then be entered against me by default, and you will be turned out of possession.

RICHARD ROE.

D D P 582

UNION COMMON PLEAS.

Adam Shower et, als,

VS.

John E. Atwood et, alz

Damages	$000.01
Costs,	70.72
Increase Costs,	00.00
This Writ,	70

Recorded

Returned and Filed July 23rd 1861

Jabez Randall Clerk

P. B. Cole Att'y

76.40

Received this writ May 23rd A.D. 1861, proceeding suspended by force of the defendants agreeing to pay amount of judgment or turn out personal property to satisfy the same in 30 days from this July 17. 1861

Philip Lynch Sheriff

Fees = Service $2.75
Mileage .75
Return 10 = 3.60

71.42
35.02

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Union COUNTY, GREETING:

WHEREAS, at the COURT OF COMMON PLEAS, of the County aforesaid, begun and held in the Court House, in the town of Marysville, on the 14th day of June A. D. 1856

Adam Shower et, als

recovered against Jacob Beam John Moore Levi Sivey Hazard Adams Enock Moses John Calloway Samuel Moses Larkin Longuet William H. Furgason Michael Beam T. W. Munson George Hudson & John Evans.

~~as well as the sum of~~ dollars and

~~cents for~~ ~~debt,~~ as the sum of $ 00.01 for their damages; as also the sum of $ 70.72 for their cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said Jacob Beam John Moore Levi Sivey Hazard Adams Enock Moses, John Calloway, Samuel Moses Larkin Longuet, William H. Furgason Michael Beam Theodore W. Munson, George Hudson & John Evans

you cause to be made the ~~debt~~, damages, and cost aforesaid, with interest thereon at _____ per cent. from the _____ day of _____ A. D. 186 until paid, also the sum of $_____ the costs of increase on said Judgment, and accruing costs; and of this writ make legal service and due return within sixty days.

Hereof fail not at your peril, and have you then and there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court House aforesaid, this 21st day of May A. D. 1861

Taber Randall Clerk.

Civil/Domestic Case File
Case No. 1849-CV-0031

No. 49-CV-31

Union Common Pleas Court.

Warren Rose
Plaintiff,

AGAINST

James Harper,
Defendant.

AUG TERM. 1849

Dismissed

Journal 4 Page 234

Record No. 5 Page 444

Ex. Doc. Page

.62

Transcript
Warren Rose
vs
James Harpen
By D. Burnham

Filed May 8th 1849
Fees taxed for $10

Costs taxed
Record

Recorded

Warren Rose	
vs	
James Harper	
Debt & Int.	$62.27
Plantiffs Costs	
Satisfaction	10
Ent. Judgment	12½
Ent. Bail Bond	25
Execution	25
Transcript	31
Total Costs	$1.03½

Suit on a note of hand of which the following is a Copy

$53.33 For value Recd I promise to pay Warren Rose or bearer Fifty three Dollars and thirty three cents to be paid in good trade by the 1st of September next as witness my hand. Milford July 5. 1845

James Harper

June 22. 1848 James Harper appeared without process and confessed Judgment on the above described note. Whereupon the interest was cast and Judgment rendered against said James Harper the defendant in favour of Warren Rose the plantiff for the sum of Sixty two Dollars and twenty seven cents debt and costs of suit taxed at twenty two & ½ cents

In the action of Warren Rose against James Harper I Galatea Sprague do acknowledge myself bail for James Harper for Stay of Execution for the sum of Sixty two Dollars and twenty seven cents debt and twenty two & ½ cents costs to be levied of my goods and chattels land and tenements if default be made in the condition following which is that the said James Harper shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and costs and the costs that may accrue

Galatea Sprague

Taken signed and acknowledged before me this 1st day of July A.D. 1848

David Burnham J.P.

February 23. 1849 Execution issued and handed to Galatea Sprague Constable and returned in due time In manner as follows The within named James Harper hath not any goods or chattels whereof I can make any part of the amount of this Execution. But he has three and ½ acres of land lying near the town of Milford.

March 20. 1849.

Galatea Sprague Constable

March 20 1849 It is my belief to me that said Deft is possessed of lands liable to levy & sale on Execution

The State of Ohio Union County. Union Township SS.

I do hereby certify that the above is a full and true copy from my Docket of the proceedings had by and before me in the above cause

May 28. 1849

David Burnham J.P.
of the aforesaid township

Am Civil Plea

Warren Rose
vs
James Harper
Scire Facias

Filed June 2, 1849
James Kirkpatrick Jr clerk

The within named defendant not found June 2. 1849
Fees - Service 35
mileage 5 = 40
Philip Snider Sheriff

The State of Ohio Union County Ss.

To the Sheriff of said County, Greeting;

Warren Rose on the 22d day of June 1848 recovered a judgment before David Burnham one of the justices of the peace within and for the said County of Union, for the sum of sixty two Dollars and twenty seven cents debt and twenty two p cents costs of suit. against James Harper. Upon which said judgment an Execution was issued by the said David Burnham and returned no goods or chattels found whereon to levy. but the Defendant is possessed of real Estate subject to his debts as to us appears by a transcript of 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 Harper 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 James Kinkade p Clerk of our said Court at Marysville this 31st day of May A.D. 1849

James Kinkade p Clerk

Civil/Domestic Case File

Case No. 1849-CV-0032

Civil/Domestic Case

1849-CV-0032

located with

Supreme Court Case

1849-SC-0006

Civil/Domestic Case File

Case No. 1849-CV-0033

No. 49-cv-33

Union Common Pleas Court.

Joel Buttles
Plaintiff,

AGAINST

William Gabriel Jr et al
Defendant.

MAY TERM. 1849

JUDGMENT VS DEFENDANT
$112372

Recorded &
Indexed.

Journal 4 Page 174

Record No. 5 Page 357

Ex. Doc. 1 Page 534

Law No 46.

Joel Butler
vs
Gabriel et als

Cost Bill made
no Recd

Joel Butters

v

William Gabriel jr
John Gabriel &
Dixon Mitchell

Confession

Debt. $1100.00/100
Dam. — 23.72/100

Lorenzo English
atty for debt

Filed May 29, 1849
James Kinkade Jr Clerk
Cost bill Mad
Recd

Recorded,
Vol 5. Pg 357

The State of Ohio, Union — County, Ss. } *Court of Common Pleas,* May — *Term,* A. D. 1849

Joel Butler — Plaintiff complains of William Gabriel jr, John Gabriel & Dixon Mitchell - Defendants in this suit in a plea of Debt: For that whereas the said Defendants on the first — day of May — A. D. 1849 in Union — county aforesaid were indebted to the said Plaintiff in the sum of eleven hundred — dollars for so much money then and there had and received by the Defendants for the use of the Plaintiff — And also in the further sum of eleven hundred — dollars for so much money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendants at their request. Yet the said Defendants have not paid the said several sums of money, nor either of them, nor any part thereof, to the damage of the said Plaintiff one hundred — Dollars: and therefore he brings suit &c.

Swayne & Bates

Attorneys for Plaintiff

William Gabriel jr — John Gabriel & Dixon Mitchell

ads.

Joel Butler

And the said Defendants by Lorenzo English Esq. their Attorney and by virtue of a Warrant of Attorney for that purpose executed by said Defendants waives the issuing and service of process, admits that said Defendants do — owe and are indebted to the said Plaintiff in the sum of eleven hundred — Dollars, and that the said Plaintiff has sustained damages by reason of the detention thereof to twenty three and 72/100 — Dollars, and confesses judgment in favor of said Plaintiff and against said Defendants for the said sum of eleven hundred — Dollars debt, and twenty three & 72/100 — dollars damages, and releases all error and waives all right and benefit of appeal in behalf of said Defendant

Lorenzo English

Attorney for Defendant

Received at sundry times for which receipts were given at the time the interest on this note to December 11. 1844

Rec'd July 5. 1846 the interest on this note to date and also three hundred and forty one $\frac{39}{100}$ dollars on acct of principal

Received on this note Dec. 22. 1846 the interest to date also four hundred and two dollars sixty cents on the principal

Received on acct Dec 29. 1846
James McIntosh & Co

$1724 Columbus Sept 8. 1840

On or before the twentieth day of November AD 1842 we jointly and severally promise to pay Joel Butler or order seventeen hundred and twenty four dollars for value received

Wm Gabriel jr
John Gabriel
Dixon Mitchell

We do hereby jointly and severally authorize P. B. Wilcox Esqr 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, not prior to the twentieth day of November AD. 1842 and waive the issuing and service of process and confess a judgment against us or any or either of us or the survivor or survivors of us and in favor of Joel Butler or his executors administrators or assigns for the sum of seventeen hundred and twenty four dollars being the amount of the note hereto annexed and of even date herewith and thereupon to release all error and to waive all right and benefit of appeal.

Wm Gabriel jr (Seal)
John Gabriel (Seal)
Dixon Mitchell (Seal)

534

Joel Bullis
vs
William Gabriel &
John Gabriel &
Jordan Mitchell

Debt $1100.00
Damages 23.72
Costs 2.96
Levy .41

Filed August 13, 1849
James Kirkpatrick Clerk

Recorded

Received this writ June 20. 1849. Levied August 2nd 1849 on 40 head of Cows. 2 Bulls. 1 yoke of Oxen 29 head of yearling Calves, 2 head of 2 year olds, and about 90 acres of Corn in the field. not advertised for want of Printers fees=

Fees= mileage .40
Levy .35
Service .35 = $ 1.10

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the Twenty ninth day of May A.D., 1849 Joel Buttles recovered against William Gabriel jr. John Gabriel and Dixon Mitchell as well as the sum of Eleven Hundred dollars and ——— cents for his ——— debt, as the sum of Twenty three dollars and Seventy two cents, for his ——— damages, as also the sum of $ 2,96 for his ——— cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William Gabriel jr. John Gabriel and Dixon Mitchell ——— you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Twenty ninth day of May A.D., 1849, until paid; also the sum of $ ——— the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Joel Buttles

Hereof fail not at your peril: and have then there this writ.

WITNESS JAMES KINKADE, JR., CLERK of said Court, at the Court House aforesaid, this 20th day of June A.D., 1849.

James Kinkade jr Clerk.

Filed June 19. 1849
Ja P Kirkpatrick clerk

Columbus June 18. 1849

Dear Sir

In the case of Joel Butler v Gabriel Ball you will plead issue recention as soon as possible.

Truly Yours

Swayne & Bates

49-CV-33

No. 46

Union Common Pleas Court.

Joel Buttles

Plaintiff,

AGAINST,

Wm Gabriel et al,

Defendant.

May 1849.

Judg vs Defendt.

$ 112372,

Journal 4 Page 174

Record No. 5 Page 367

Ex. Doc. 1 Page 534

Union Com Pleas

Joel Butler
vs
William Gabriel Jr
John Gabriel &
Dixon Mitchell

Motion to set aside
Judgment.

Filed May 31, 1849
Jas Kirkpatrick for clerk

Joel Butler
vs
William Gabriel Jr
John Gabriel &
Dipos Mitchell

Union Com Pleas May Term 1879

Judgment on Warrant of Attorney

And now comes said defendants and move the Court to open the judgment and set it aside, and give the defendants leave to plead for the following reasons to wit;

1st Because the note and warrant of Attorney on which judgment was rendered are not filed.

2. Because said note includes interest at a greater rate than six per cent per annum

3. Because it appears from the affidavit filed and made part of the record that the judgment includes interest at to the amount of $318.50. and more than is due on said note at the rate of six per cent per annum.

4 Because said judgment is irregular and void for usury.

5. Because it appears from the copy of the note and warrant of Attorney filed that they were executed nearly nine years ago, that various payments have been made thereon, that judgment was taken without notice, and that defendants have had no opportunity of showing the amount of payments that he has made.

Cole & Stanton
Attys for Defendants.

6. Because said judgment is not entered for the amount authorized by the warrant of Attorney.

7. Because said judgment for $1100. debt and $23.72/100 damages is not authorized by the warrant of Attorney.

Cole & Stanton
Attys for Defendants

165

Union Com Plas

Joel Butler

vs

William Galbraith

Affidavit

Filed May 31. 1849

Jno Kirkpatrick clerk

The State of Ohio Union County ss.

Personally appeared in open Court William Gabriel Jr who being first duly sworn, says that he is aduised and believes that a judgment was rendered against him and John Gabriel & Dixon Mitchell at the present term of this Court in favor of Joel Butties for $1100. debt and $23.72. damages and costs, of suit, on a note and mandamus of Attorney dated Sept 8. 1840, for $1724. Affiant further states that said note was ~~originally~~ given for a debt which was originally contracted by Elias Gabriel and for which Wm Gabriel Sr was security. That judgment was rendered against the said William Gabriel Sr for said debt by the Court of Common Pleas of Franklin County June 2. 1834 for $2227. 7/100. The said Elias Gabriel has long since departed this life leaving his estate largely insolvent. That the farm of said William Gabriel Sr being likely to be sold for the payment of said judgment affiant finally assumed the payment of the debt and the said John Gabriel and Dixon Mitchel joined in said note as sureties for affiant. Affiant further states that various payments were made on the judgment against William Gabriel Sr at various times from the year 1834 to the year 1840, so that the amount due for principal and interest on the 20th day of May 1840 ~~the amount due thereon~~ was $1469.13. That at the time of the Execution of the note on which judgment was rendered against this affiant and John Gabriel and Dixon Mitchell interest was computed thereon at a greater rate of interest than 6 per cent per annum and included in the body of the note, for the time which said note had to run, to

and until the 20th day of January 1842 which made the amount of the note payable on that day $1724. which was if interest had been computed according to law it would only have amounted to $1620. Affiant further states that from the 20th day of Jan 1842, ~~the sum of about~~ till the 11. of Dec 1844 the sum of about $278.00 was paid on said note for which there is no credit except for interest, when as he is advised and believes that that sum would pay the interest up to that date and leave a balance of about $80. to be applied as a credit on the principal. Affiant further states that on the 5. of July 1846, the further sum of $500.00 was paid on said note, and on the 22 of Dec 1846 $500.00 more for which he has not full credit. Affiant therefore states that there is a large amount of usurious interest in said note which will appear from the following statement

Int due Nov 20. 1840.		$1409.13.
Int to Jan 20. 1842		211.36
Making	" " "	$1620.49
~~Make~~ Justly due at the maturity of said note. ~~Int~~ Int up to Dec 11. 1844		199.80
		$1820.29
And paid " " " "		278.96
Leaving a balance of		1540.84
Int to July 5. 1846.		107.85
And paid " "	$500.00.	
Balance due " "		1148.69
Int to Dec 22. "		54.56
And paid " " "	500.00.	
Balance due " "		703.25
Int to Nov 29. 1849		101.97
Making and for which judgment should be		805.22
And for which judgment was taken		1123.72
And of usury in the judgment		$318.50

Affiant says that all the foregoing statements (unintentional error in computations excepted) are true in substance and matter of fact.

~~Sworn to and subscribed this 31st day of Jan 1849~~
~~A. Mundell, Clerk~~

Affiant further states that neither he nor either of the other defendants so far as he is advised, and believes had any notice or knowledge of the intention of said plaintiff to take said judgment until it had been rendered.

Wm Lehrum Jr

Sworn to and subscribed
this 31st day of May 1849.

J W Kirkpatrick clerk

Civil/Domestic Case File

Case No. 1849-CV-0034

No. 49-CV-34

Union Common Pleas Court.

W W Woods et al

Plaintiff,

AGAINST

Wm D W Mitchell

Defendant.

MAY TERM, 1849

MAY TERM, 1849

JUDGMENT VS DEFENDANT

$143 25

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W W Woods &
Mary Ann
his
Pr D W Mitchell

Filed Mar 31st 1849
Geo Kirkpatrick Clerk

Geo Kirkpatrick
Clerk

Recorded

THE STATE OF OHIO, } **In the Court of Common Pleas,**
Union COUNTY, ss. } May TERM, A. D. 18 49.

Union COUNTY, ss. In a suit amicably entered, May 31 1849
William W Woods & Mathias Wasson by Cole & Miller
their attorneys complain, of Wm D W Mitchell
in a plea of DEBT, for that, whereas, the said Wm D W Mitchell
on the nineteenth day of September
A. D., one thousand eight hundred and forty eight at
in the County of Union 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 plaintiffs and thereby acknowledged himself to be bound and indebted unto the said plaintiffs, in the sum of One hundred and thirty seven dollars and fifty cents, which, he thereby bound himself to pay to the said plaintiff, or order, by the nineteenth day of May A. D. 18 49, with interest, which period has now elapsed. Yet the said defendant has not paid the said sum of money, nor any part thereof: to the damage of said plaintiffs five dollars, and 75. cents; and therefore they bring suit, &c.

Cole & Miller Attorney for Plaintiff

Wm D. W. Mitchell
ads.
William W. Woods
Mathias Wasson } Plea of Cognovit.

And now comes the said Wm D. W. Mitchell
by ~~P B Cole~~ J E Daughter his attorney and say that he admits that the said writing obligatory in the said plaintiff declaration above set forth is his deed; that the said defendant is indebted to the said plaintiff in the said sum of One hundred & thirty seven dollars and fifty cents as the said plaintiff has above in his said declaration alleged; and that the said plaintiff has sustained damage by reason of the detention thereof, in the sum of five dollars, and Seventy five cents, as he has thereof above complained against him; with a release of all errors of the judgment hereby confessed.

~~P. B. Cole~~

J E Daughter Attorney for Defendant

M Tracy & Co.

Note on Mitchell

$637.80

Filed Nov 3rd 1869

J. W. Thinkade for clerk

I do hereby Authorize and empower J. B. Doughty, or any other attorney at Law in the State of Ohio to appear, in any Court of Record, in said State, after the expiration of eight months from the date of this instrument, at any regular term of such Court, and waive the issuing and service of process, and confess a Judgement against me, and in favour of William W. Woods, and Maria Wasson, for the sum of One hundred and thirty seven Dollars and fifty cents and costs, with interest from this date to the time of the rendition of said Judgement and thereupon to release all error, and waive all right and benefit of appeal in my behalf,

September 19th 1848

Wm. D. W. Mitchell (Seal)

536

Union Common Pleas

Wm Woods & Wm Vann
vs
Wm Mitchell

Debt $137.50
Damages 5.75
Costs 2.66
Levies 4.36
Ven'n .41

Received

Fi Fac. Jan 1849.

Fi Fa No. 20. 1849
James Kinkead, Clerk

J B Clark

Received this writ October 10. 1849. In obidience to the within command I advertised the within described property for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County. in pursuance of said notice on the 30th day of October between the legal hours, offered the same for sale. having given 10 days previous notice. not sold for want of bidders.

Fees= advertising 25
Service 35
Mileage 75
Pr fee 1.00 = $2.35

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of Wm D W Mitchell. Four, 2 head of horses one 2 horse waggon, and twenty head of hogs. —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy W W Woods and Marius Wason

the sum of One hundred & thirty Seven — dollars and fifty cents for their Debt & $ 5,,75 for their damages, together with $ 2,66 — for their costs, with interest thereon from the 31st day of May A.D. 1849 until paid, which late in our said Court the said W W Woods and Marius Wason

recovered against the said Wm D. W. Mitchell

as of record is manifest. Also, $ 4,,36 ——— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

Hereof fail not at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 10th day of October A.D. 1849

James Kirkade jr Clerk.

536

Wm W Woods & Mains Wason

vs

Wm D. W. Mitchell

Debt $137.50
Damage 5.75
Costs 2.66
Int from May 31/49
Increase costs - 9.88
Writ — .41

Filed Aug 10, 1850
James Kinkade p. CK

Recorded

P. Bleakley atty for Pltffs

Received this writ June 19th 1850. I duly advertised the within described property for sale by publication in the Maryville Tribune for at least ten days previous to the day of sale, on the 10th day of August 1850 between the legal hours I offered the same for sale, not sold for want of bidders. made thirty five dollars & twenty five cents. and paid same to Plaintiffs attorney, the property levied on being in my opinion sufficient to satisfy the judgment.

Fees = Service 35
advertising 25
mileage 75
Poundage 70 = 2.05
Pr fee — 1.00 which was paid by Pltffs attorney

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements~~ Goods and Chattels of Wm D. W. Mitchell to wit, 2 head of Horses, and One 2 horse Waggon

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Wm W. Woods and Mains Wason

the sum of One hundred and thirty seven dollars and fifty cents for their Debt and $5.75 for their damages, together with $2.66 for their costs, with interest thereon from the 31st day of May A.D. 1849 until paid, which late in our said Court the said Wm W Woods & Mains Wason recovered against the said Wm D. W. Mitchell

as of record is manifest. Also, $ 9.88 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Wm W. Woods and Mains Wason

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 19th day of June A.D. 1850

James Kirkade Jr Clerk.

536. Union Com. Pleas.

W. W. Woods & Marius Wason
vs
W. D. W. Mitchell

Debt $137.50
Damage 5.75
Costs 2.66

Suit from May 31/49
Increase costs 7.12
Writ .41

Filed May 21. 1850
James Kirkpatrick clerk

Recorded

P Bleole Pltffs atty

Received this writ January 2nd 1851. In obedience to the within Command I duly advertised the within described property for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County, for at least ten days previous to the day of sale, On the 6th day of May A.D. 1850 between the legal hours, agreeable to previous notice, I offered said property for sale (except the 20 hogs which were not found) not sold for want of bidders.

Fees = advertising 25
Mileage 75
Service 35
Tr fee 1.00 = $2.35
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of Wm D W Mitchell Towit. 2 head of horses. One 2 horse waggon and twenty head of hogs.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy W. W. Woods and Mains Wason

the sum of One hundred & thirty Seven dollars and fifty cents for their Debt $135.75 for their damages, together with $2.66 for their costs, with interest thereon from the 31st day of May A.D. 1849 until paid, which late in our said Court the said W W Woods & Mains Wason recovered against the said Wm D. W Mitchell

as of record is manifest. Also, $ 7.12 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said W. W. Woods & Mains Wason

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 2d day of January A.D. 1850

James Kirkade Jr Clerk

536

W W Wood & Mains Wagon
vs
Wm D W Mitchell

Debt $137.50
Damage - 5.75
Costs 2.66
Writ " 41

Filed August 15th 1849
Jerome Whitcomb Clk

Recorded

Received this writ July 5th 1849. Levied July 6th 1849 on 2 head of Horses. one 2 horse Wagon and twenty head of Hogs as the property of Wm D. W. Mitchell and took bond for rede = livery with Adam C. Winters security. Advertised said property for sale by publication in the Argus A newspaper published and in General circulation in Union County for at least ten days previous to the day of sale. in pursuance of said notice I after = wards. to wit: on the 7th day of August 1849 between the legal hours of ten O. clock A. M. and four O. clock. P. M. I offered said property for sale by public outcry in the town of Summerville. and not sold for want of bidders.

Fees- mileage $1.50
service 35
levy 35
Bond 50
advertising 25
Pr fee 1.00 = $3.95

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 29th day of May A.D., 1849 Wm W Woods and Mains Wason recovered against Wm D. W. Mitchell

as well as the sum of One hundred & thirty seven dollars and fifty cents for their - - - debt, as the sum of Five ——— dollars and Seventy five cents, for their damages, as also the sum of $ 2,66 for their - - - cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Wm D. W. Mitchell

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 31st day of May A.D., 1849, until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Wm Woods & Mains Wason

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 5th day of July A.D., 1849.

James Kinkade Jr Clerk.

582

W W Woods & Marius Mason
vs
Wm S. W. Mitchell

Debt	$137.50
Damage	5.75
Costs	2.66
Increase Writ	20.76
	.41

To June 7. 1851

Per Aug 10. 1850 $35.25
Per Jany 7. 1851. $70.00

Filed May 10. 1857
Ja Kirkadoff Clerk

Recorded

1845

Received this writ April 28th 1851
Money made in full May 10 1851 since paid
the money to Plaintiffs attorney

Fees Mileage	5
Levy	35
Poundage	1.56
	7.96

Returned my fees
William G. Morris Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union **— County, Greeting:**

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 31st day of May A. D. 1849 W W Woods & Maine Wason recovered against Wm S W Mitchell as well as the sum of One hundred & thirty Seven dollars and fifty cents for their debt, as the sum of Five dollars and Seventy five cents, for their damages; as also the sum of $ 2,66 for _____ cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, as you have heretofore been commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Wm S W Mitchell you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 31st day of May A. D. 1849 until paid; also the sum of $ 20,76 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said W W Woods & Maine Wason

Hereof fail not at your peril; and have then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court, at the Court House aforesaid, this 28th day of April A. D., 1851

James Kinkade Jr Clerk.

582

Wm. Woods vs. Maria Weaver
et al
Wm. D. Whitelee

Debt $137.50
Damages 5.75
Costs 2.66
Increased Costs 13.34
Int. .41

Endorsement: $35.25

Filed Nov. 18, 1850
J. A. Allen Clerk
Recorded

P. M. Leech & Co. for Plff

No. 7

To be offered Nov 16 1850

Received this writ October 24. 1850
received this writ of former Sheriff Oct 30th 1850
advertised the within said property for sale
by publication in the Marysville Tribune
for at least ten days previous to the day of
sale, I afterwards, to wit on the the 16th
day of November 1850 (it being the day I
advertised the same to be sold) between the
hours of ten O. clock A. M. and four
O. clock P. M. offered the same for sale
not sold for want of bidders

Fees	Mileage	75
	Service	35
	Advertising	25
	Pr. fee	1.00

W. C. Miller Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Wm. H. W. Mitchell to wit, 2 head of Horses, and One 2 horse Waggon

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Wm. W. Woods and Marius Wason

the sum of One hundred and thirty Seven — dollars and fifty — cents for their Debt and $5.75 for their damages, together with $2.66 — for their costs, with interest thereon from the 31st day of May A.D. 1849 until paid, which late in our said Court the said Wm. W. Woods & Marius Wason

recovered against the said Wm. H. W. Mitchell

as of record is manifest. Also, $ 13.34 — increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

Hereof fail not at your peril, and have then there this writ.

James Kirkade for

Witness, ~~JOHN CASSIL~~, Clerk of said Court at the Court House in Marysville, this 24th day of October A.D. 1850 James Kirkade for

Clerk.

No 3643

Wm Woods & Mains Mason
vs
Wm D. M. Mitchell

Debt $137.50
Damages 5.75
Costs 2.66
Increased costs 16.10
" this suit .41

Ex Aug. 1st 1850 $35.25

File April 15. 1857
Mitchell & Clerk

Recorded

P. Blackburn Jr
P. Blackburn

Recieved this writ November 28th 1850
Advertised the within Property in the Marysville Tribune a newspaper Published and in general circulation in union County for at least ten days previous to the day of sale I afterwards to wit on the seventh day of January 1851 it being the day i advertised said Property to be sold between the hours of 10 o clock A M and 4 o clock P M I offer the same for sale at the Residence of the within named Defendent and sold one Horse to David Wood Jr for $19.50 one Bay horse to said Wood for $20.00 one two Horse Wagon to said Wood for $20.50 said David Wood Jr being the Prest and Best Bidder
Recieved of the Defendent January 7th 1851 $10.00

Fees
Milage 75
Levis 35
Advertising 25
~~Commissions~~
Pr Fee 1.50
percentage 1.40

Returning fees
William C. Malin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of Wm. D. V. Mitchell Court,
2 head of Horses and One 2 horse Waggon.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Wm W Woods and Mains Wason

the sum of One hundred and thirty Seven ——— dollars and fifty — cents for their Debt and $5.75 for their damages, together with $ 2.66 ——— for their costs, with interest thereon from the 31st day of May A.D. 1849 until paid, which late in our said Court the said Wm W Woods & Mains Wason

recovered against the said Wm D. V. Mitchell

as of record is manifest. Also, $ 16.10 ——— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Wm W Woods & Mains Wason

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 28th day of November A.D. 1850

James Kinkade Jr Clerk.

Filed June 18, 1850
Thos Rodgers Clk

Woods & Frame
vs
Wm W. Mitchell

Issue a venditioni in this case with a claim June 13 1850

P. B. Cole Atty
for Pltff.

Filed Apl 28, 1857
S Rinkadpelk

Filed
Jas

Woods & Mason

vs

W & W Mitchell

— Issue an execution in the above case —

April 28. 1857

J Kinkade Jr. Clerk

P. B. Cole

Atty. for Plff

Filed July 3. 1849
J. Kirkpatrick for Clerk

Wason & Trowbs

vs

W. D. W. & McMahell

Judgment at May Term /49

Jurn and Pope enterin in

this Case

July 3 /49

Cole & Cutter

Attys for Pltff.

Civil/Domestic Case File

Case No. 1849-CV-0035

No. 49-cv-35

Union Common Pleas Court.

Andrew Keys Plaintiff,

AGAINST

Thomas Galley Defendant.

AUG TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 337

Record No. 5 Page 617

Ex. Doc. Page

Law No. 529.

Andrew Reyes
vs
Thomas G. Alley

Cost Bill made

Sale confirmed & deed ordered

Cost Bill made & Record

Recorded

L. 68

In Monroe Com. Pleas

Andrew Keyes
vs
Thomas J. Alley

Praecipe - for Attachment

Filed July 4. 1849
James Kinkade Jr. Clerk

Recorded

Allison & Curry

Andrew Keyes vs Thomas J Alley } In Assumpsit, Damages $200

Issue a writ of Attachment returnable at next term, Indorse "Suit brought on an endorsement by the ~~defendant~~ to the plaintiff of a promissory note given to said defendant by one William Impson for one hundred dollars dated August 29th 1845, payable on the 1st day of March A.D. 1848 which is now due and unpaid &c, Also for goods sold and delivered, money had and received &c,

To the Clerk of Union County
Common Pleas
July 4th 1849

Allison & Curry
Attys for Pltff.

C.M.B. Allison makes oath and says, that he is the attorney of the above named Andrew Keyes in this behalf, and that the above named Thomas J Alley is the debtor of the above named Andrew Keyes and hath absconded, to the injury of his creditors is not a resident of the State of Ohio, as he verily believes.

C.M.B. Allison

Sworn to and subscribed before me this 4th day of July A.D. 1849 James Rinkade Jr Clerk

I executed this writ on the 4th day of July A.D. 1849
by attaching as the property of Thomas G Alley in
the form of Law certain property in the possession
of Willoughby Goldsberry described in the inventory
and appraisement herewith returned, and which
property remains in my hands.
Dated July 4th 1849

Philip Snider Sheriff of Marion County

Union Com Pleas
Andrew Keyes } Writ of Attachment
vs
Thomas G Alley

Filed July 4. 1849
James Kinkade, C.M.C.

Sheriffs fees
calling inquest 1.00
Service 35
mileage 40
1.75

Philip Snider Sheriff

"
that brought on an endorsement by the defendant to the plaintiff of a promissory note given by said defendant by one William Simpson for one hundred dollars, dated 4th August 29th 1845, payable the 1st day of March A.D. 1848 which is now due and unpaid & &, Also for goods sold and delivered money had and received & &,

Allison & Campbell
attys for Pltff

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

We command you that you forthwith attach the lands, tenements, goods, chattels, rights, credits, moneys, and effects of Thomas G Alley, wheresoever they may be found, and the same keep, or so provide that the same or the value thereof 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 Assumpsit, therein prosecuted by Andrew Keyes against the said Thomas G Alley for two hundred dollars damages; And in what manner you shall execute this writ, make appear to our said Court of Common Pleas, on the first day of their next term; And have you then there this writ.

Witness James Kirkade Jr. Clerk of said Court of Common Pleas, at the Court House in this 4th day of July A.D. 1849

James Kirkade Jr Clerk

An inventory and appraisement of certain property attached by Philip Snider, Sheriff of Union County, in a certain action now pending in the Court of Common Pleas of said County, at the suit of Andrew Keyes, against Thomas G Alley, made this fourth day of July A.D. 1849 by the said Sheriff together with William C. Piper and David Gill two freeholders of the same County, in this behalf sworn by said Sheriff, in due form of Law; To wit.

One hundred acres of land situate in Darby Township, in the County of Union, Ohio, being part of Survey No 6602, and bounded and described as follows, to wit. Beginning at a stake a Northwesterly corner of B. Tinkham's land. thence S. 20. W 53½ poles to a stake in the plains. thence S. 70. E. 56¾ poles to a stake in the woods. thence N. 20. E. 53½ poles to a stake in the woods. thence N. 70. W. to the place of beginning containing 19 acres. Also one other lot, beginning at a stake east corner to Benjamin Tinkham's land. thence running N. 20 E. 108½ poles to 2 Bur Oaks. thence N. 70. W. 156½ poles to a stake in a prairie. thence S. 20. W 108½ poles to a stake in a prairie North corner of B. Tinkhams land thence with said Tinkhams North east line S. 70. E. 156½ poles to the place of beginning containing 106 acres. Except 25 acres heretofore sold to Benjamin Tinkham by Thomas G. Alley. and the said 100 acres of land is appraised by us at nine dollars per acre

Philip Snider Sheriff of Union County

Wm. C. Piper
David Gill

Union Com. Pleas

Andrew Keyes
vs
Thomas G. Alley

Order for Sale

Filed August 13. 1850
James Quillen clk

Recorded

Allison & Henry atty
for Plff

Received this writ July 9th 1850. In obidience to the within command I duly advertised the land by me attached as the property of Thomas G. Alley, by publication in the Marysville Tribune a newspaper published and in general circulation in Union County, for at least thirty days previous to the day of sale, I afterwards, to wit; on the 12th day of August A.D. 1850 between the legal hours of ten O. clock A. M. and four O. Clock P. M. offered said real estate for sale by public auction at the door of the Court House in Union County, it being the time and place I advertised the same to be sold, and then and there sold the said real estate to Moses P. Rice for the sum of eight dollars and eighty five cents per acre he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof.

Fees = mileage 5
Service 35
advertising 25
Pr fee 3.25 paid by Otway Curry
Poundage $17.70

Philip Snider Sheriff.

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas our Court of Common Pleas of said County, at their May term A.D. 1850 Ordered all the property of Thomas G. Alley, which you lately according to our Command, attached, by virtue of a writ of Attachment, issued at the Suit of Andrew Reyes, against the said Thomas G. Alley, remaining in your hands, with the lands and tenements, whether held by legal or equitable title, to be sold by you;

We therefore command you to expose to sale said property, lands and tenements, and have the money arising from said sale before our said Court on the first day of their next term; And have you then there this writ.

Witness James Kirkade Jr Clerk of said Court at Marysville this 9th day of July A.D. 1850

James Kirkade Jr Clerk

Keyes
vs
Alley
Proof

Filed Aug. 14 1850
J Kirkadep Clk

ANDREW KEYES vs. Thomas G. Alley. Attachment in Union Common Pleas.—By virtue of an order to me directed in the above case, I will offer for sale, at the door of the Court House, in Marysville, on the 12th day of August, A. D. 1850, between the legal hours of ten o'clock A. M. and four o'clock P. M., the following described real estate, to wit: One hundred acres of land situate in Darby Township, in the county of Union, Ohio; being part of survey No 6602, and bounded and described as follows, to wit: beginning at a stake a northwesterly corner of B. Tinkham's land, thence S 20 W 53½ poles to a stake in the plains, thence S 70 E 56¾ poles to a stake in the woods, thence N 20 E 53½ poles to a stake in the woods, thence N 70 W to the place of beginning containing 19 acres. Also one other lot, beginning at a stake east corner to Benjamin Tinkham's land, thence running N 20 E 108½ poles to two burr oaks, thence N 70 W 156½ poles to a stake in a prarie, thence S 20 W 108½ poles to a stake in a prarie, north corner of B. Tinkham's land, thence with said Tinkham's north-east line S 70 E 156½ poles to the place of beginning; containing 106 acres; except 25 acres, heretofore, sold to Benjamin Tinkham, by Thomas G. Alley. Appraised at $9,00 per acre.

PHILIP SNIDER, Sheriff.

July 10, 1850. n43w5pf $3,25 paid by Sheriff.

D. W. English of the County of Union being duly sworn deposes and says that a true copy of the notice hereto attached was advertised in a News=paper called the Marysville Tribune (of which he is the printer) printed in the State of Ohio and in the Town of Marysville. and in general circulation in the County of Union for thirty days next preceeding the 12th day of August 1850

D. W. English, Printer

Sworn to and subscribed in open Court this 14th day of August 1850

James Kinkade Jr Clerk

In Nacogdoches Texas

Andrew Hayes

vs

Thomas G Allen

Proof of Publication

Filed August 14. 1849
James Rickards for Clerk

Recorded

NOTICE of attachment.—All persons interested will take notice that Andrew Keyes on the 4th day of July, A. D., 1849, sued out a writ of attachment from the Clerk's Office of the Court of Common Pleas of Union co., in the State of Ohio, against Thomas G. Alley, for the sum of two hundred dollars which writ has been served and returned.

Attest: JAMES KINKADE, Jr., Clk.
ALLISON & GURRY, *Atty for Plff.*
Dated July 4, 1849. n5w3

P. B. Cole of the County of Union being duly sworn deposes and says that a true copy of the Notice hereto attached was advertised in a newspaper called the Argus and Union County Advertiser (of which he is the Editor) printed in the State of Ohio, and in the Town of Marysville, and in general circulation in the County of Union, for six weeks successively, commencing on the 4th day of July AD 1849 and ending with the number published August 8th 1849

P B Cole

Sworn to and subscribed in open Court this 14th day of August 1849.
James Kinkade p clerk

Filed May 24 1850
[illegible] Clerk

Andrew Keyes } In Union Com Pleas
vs
Thomas J Alley } Issue Subpoena for Samuel
Lee and Moses P Rice - witnesses
for plaintiff.

Allison & Curry Attys for Plff.

To James Kinkade Jr Clerk.

Union Com Pleas

Andrew Keyes
vs
Thomas G. Alley

Subpoenas

Filed May 27, 1850
Da Rich Radcliff Clk

Served this writ personally upon the within
Named Moses P. Rice May 27, 1850. Summed Sec
not found = Fees = mileage 35
service 1 12
Phillip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Samuel Dee and Moses P. Rice

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the 2d day of next term, at nine o'clock, A. M., to testify and the truth to speak on behalf of Andrew Keyes in a certain controversy in said Court depending, wherein Andrew Keyes is Plaintiff, and Thomas G. Alley is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 24d day of May A. D., 1850 James Kinkade Jr Clerk.

Treasurers Office Union County Ohio
Marysville August 12th 1850

Rec'd of Moses P Rice $3.27 Tax on 100 acres of Land on Survey No 6602 for the year 1850

C Lee Treas. U.C.

Filed June 10, 1850
D Kirkpatrick for clerk

Andrew Keyes vs Thomas J. Alley } Judgment in Attachment

Issue Execution in the above case —

To James Kinkade Pr Clerk —

June 10th 1850

Allison & Leary Attys for Pltff

Union Com Pleas

Andrew Reyes
vs
Thomas G. Alley

Sub Con Writs

Filed May 28, 1850
James Kirkpatrick Clerk

Served this writ personally upon the within named Samuel Lee, May 27, 1850
Fees = mileage 30
Service 12½ = 42½
Phillip Sniter Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Lamuel Dee

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 28th day of ~~November~~ may 1850, at nine o'clock, A. M., to testify and the truth to speak on behalf of Andrew Reyes in a certain controversy in said Court depending, wherein Andrew Reyes is Plaintiff, and Thomas G. Alley is Defendant; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 27th day of May A. D., 1850 James Kinkade Jr Clerk.

In Union Com Pleas

Andrew Keyes

vs

Thomas J Alley

Naw — In Attachment

Filed January 4th 1850
James Kinkade Jr Clerk

Recorded

Allison & Curry

The State of Ohio, } Court of Common Pleas of
Union County, ss } Union County - August Term A.D. 1849

Andrew Keyes complains of Thomas P. Alley in a plea of Assumpsit, for that whereas, one William Simpson on the 29th day of August A.D. 1845. at the County of Union aforesaid, made his promissory note in writing, and thereby promised to pay to the defendant one hundred dollars on the 1st day of March 1848 which period has now elapsed; and the defendant then and there indorsed, and delivered the said note to the said plaintiff; and the said William Simpson did not pay the amount of the said note, although the same was there presented to him on the day when it became due, of all which, the defendant then and there had due notice,

And whereas also, the defendant on the 1st day of April 1849 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 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 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 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 promises, and hath not, ~~nor hath either of them~~ 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 attys

Civil/Domestic Case File

Case No. 1849-CV-0036

No. 49-cv-36

Union Common Pleas Court.

Joseph Pharis
Plaintiff,

AGAINST

Jeremiah Bright,
Defendant.

NOV TERM. 1850

Dismissed

Journal 4 Page 354

Record No. Page

No Record.

Ex. Doc. Page

Law No. 28

Joseph Harris
vs
Jeremiah Bright

Ass Bill made
No Record

Union Com Pleas

Joseph Ferris
vs
Jeremiah Bright

Pors. & Aff in attachment.

Filed July 10. 1849
James Kirkade jr clerk

Joseph Ferris
vs.
Jeremiah Bright } In case, &c. Damages $300,00

Issue a writ of Attachment returnable at next Term, Indorse "Suit brought to recover compensation for maintenance of Defendant's Wife, and boarding, clothing and general necessaries furnished her by plaintiff, the items of which, as per bill filed, amount to ~~and cents~~ One hundred and seventy three dollars." Damages claimed Three Hundred Dollars.

To the Clerk
of Union Common Pleas

Allison & Curry
Atty's. for Pl'ff.

Dated July 10th 1849.

The above named Joseph Ferris makes oath and says that the above named Jeremiah Bright is his debtor, and hath absconded, to the injury of his creditors, as he verily believes; and the deponent further saith that he has good ~~reason to and~~ does verily believe that Lyman Benton has in his possession the following property, to wit: about three hundred dollars, belonging to the above named defendant.

Joseph Ferris

Sworn to and subscribed before me this 10th day of July 1849

James Kirkadep Clerk

Filed July 10. 1847
James Kirkpatrick clerk

Perry Township Franklin Co. Ohio

September the 1st 1846

Jeremiah Bright to Joseph Ferris Dr.

To Boarding his wife at my house from the above date for the Term of Eight Months $35.00

To taking care of his wife and child boarding one Year ~~&c~~ Six Months of which time was passed in Sickness $104.00

May 1847	To paid doctor Barlow & Co. for Medicine &c	8.00
1848	To 300 lbs flour	6.00
1849	To 200 " pork	10.00
July 1849	To 70 " flour	1.40
From Sept 1848 to ~~April~~ 1849 To		$164.40
	To 10 cords wood	7.50
	To 1 dress pattern	1.00
	" " "	1.00
		$173.90

"Suit brought to recover Compensation for Maintenance of Defendants wife and boarding, Clothing and General necessaries furnished her by plaintiff. the items of which, as per bill filed amount to One hundred and Seventy three dollars and Ninety cents Damages Claimed Three hundred dollars

Allison & Curry Attys for Plff"

I hereby agree to be held as security for costs in the within case for the plaintiff, July 10th 1849

James Turner

Union Com. Pleas

Joseph Ferris
vs
Jeremiah Brought

Writ of attachment

Filed July 13. 1849
James Kirkpatrick Clerk

I executed this writ on the 11th day of July A.D. 1849 by leaving with Lyman Benton a copy of this writ, and of the affidavit, and notice hereto attached

Fees = mileage 60
service 35
Copies 30 = 125

Philip Snider Sheriff By
William Wells Deputy

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:
We command you, that you forthwith attach, the lands tenements, goods Chattels, rights, Credits, moneys, and effects, of Jeremiah Bright, wheresoever they may be found, and the same keep or so provide that the same or the value thereof 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 Case &c, therein prosecuted by Joseph Ferris, against the said Jeremiah Bright, for three 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 James Kirkpatrick Clerk of said Court of Common Pleas, at the Court House in Marysville this 10th day of July AD 1849.

James Kirkpatrick Clerk.

Joseph Ferris
vs
Jeremiah Bright } In Attachment, In Union County, Common Pleas.

To Lyman Benton of the County of Union and state of Ohio.

You are hereby notified to appear before the Court of Common Pleas of Union County, Ohio, on the first day of their next Term, to answer such questions as may be put to you touching the property and credits of the above named defendant, in your possession, or within your knowledge; and abide the order of the Court in the premises.

Dated July 11th 1849.

Joseph Ferris. By his Attys
Allison & Curry

Joseph Ferris
vs. In Attachment
Jeremiah Bright

Interrogatories.

Filed August 15. 1849
James Kirkpatrick clerk

Allison & Cummings
Attys.

Joseph Ferris
vs.
Jeremiah Bright

In Attachment.

Interrogatories to be answered by Lyman Benton in pursuance of a notice served upon him in this case as Garnishee in attachment.

1st. Do you know the parties, plaintiff and Defendant, in this case, or either of them?

2d. Do you owe the Defendant, directly or indirectly, any sum or sums of money? If so, state particularly the amount or amounts, — the manner in which the indebtedness occurred? — how evidenced? — and when payable?

3d. Have you in your possession or under your control any goods, chattels or effects of any description, belonging, in whole or in part, to said Defendant Jeremiah Bright? If so describe the same particularly?

Allison & Curry
Att'ys. for Plff.

any goods, ~~[illegible]~~ chattels, or effects of any description in his possession, or under his control, belonging in whole or in part to said Defendant Bright, further than is shown in the preceding answer.

L. P. Benton

The above named Lyman Benton makes oath and says that all the several matters and things set forth in the forgoing answers as from the information of others, he believes to be true, and that all the several other matters and things therein set forth are true in substance and in fact.

L P Benton

Sworn to and subscribed in open Court, this 15th day of August A. D. 1849.

James Kirkpatrick clerk

Joseph Jones
vs.
Jeremiah Bright
Answer of
Garnishee

Filed August 15 1849
James Kirkpatrick Clk

Joseph Fenis
vs.
Jeremiah Bright } In Attachment

The Answer of Lyman Benton to the interrogatories put to him as Garnishee in attachment in this case:

1st. — To the first of said interrogatories the said Lyman Benton answers and says that one William H. Johnson was indebted to said Defendant Bright in the sum of Two Hundred dollars, evidenced by Three notes of hand, one for $75, payable in July 1847, one for $75, payable in July 1848, and one for $50, payable in July 1849, which notes were secured to said Bright by mortgage upon a lot of fifty acres of land, situate in Delaware County Ohio, which Mortgage was executed by said Johnson, and which notes still remain unpaid in toto. Sometime in March 1848, said Johnson conveyed said lot of land to this respondent, and by arrangement then made by all parties concerned this respondent then, as a part of the consideration for for said conveyance to him, assumed to pay said monies to said Bright, which said Johnson owed said Bright as above described, and it was expressed in said Conveyance to this respondent that the same was made to this respondent with the condition that said payments were to be made to said Bright by this respondent.

Sometime in the Month of June 1849 respondent received a letter from Jeremiah Bright above-named, saying that he was in need of money, and that he wished respondent to deposit for him in the Delaware Bank the said monies due upon the notes and mortgage of said Johnson aforesaid, and saying that he, Bright, would then send to respondent said notes and Mortgage and settle the matter without any costs. Since that time and about the 4th of August 1849 I saw in the hands of Lanny W. Crawford, a mortgage and notes against said Johnson, claimed by said Crawford to be the same above-mentioned, assigned by said Bright to one Gale, said assignment to said Gale being of a date previous to the date of said letter to this respondent. Said Crawford was enquired of by this respondent about said notes and Mortgage in July 1849, and said he knew nothing about them. Afterwards, when he showed them to respondent, he said he had had them since May 1849

2d — To the Second: — That this respondent has not

Ferris
v
Bright & Attachment

Proof of Pub

Filed Nov. 24. 1849
Jas Hinkade Jr Clk

ATTACHMENT NOTICE.--All persons interested will take notice that Joseph Ferris on the 10th day of July, A. D. 1849, sued out a writ of Attachment from the Clerk's office of the Court of Common Pleas of Union county, in the State of Ohio, against Jeremiah Bright, for the sum of three hundred dollars, which writ has been served and returned. Attest,

JAMES KINKADE, Jr., Clerk.
ALLISON & CURRY,
Att'ys for Pl'ff.

Sept. 26. 1849. n2w6

David W English
~~C. J. Hamilton~~ makes oath and says, that a true copy of the notice hereto attached was advertised in a newspaper called the Marysville Tribune printed in the State of Ohio and in the Town of Marysville, and in general circulation in the County of Union for six weeks successively, commencing on the 26th day of September and ending on the 8th day of November 1849

D. W. English

Fee $1.75

Sworn to and subscribed in open Court this 24th day of Nov 1849

James Kinkade p Clerk

Civil/Domestic Case File

Case No. 1849-CV-0037

No. 49-CU-37

Union Common Pleas Court.

E L Reynolds
Plaintiff,

AGAINST

Samuel Hawley
Defendant.

Nov 1849

Decree for plff,

Journal 4 Page 268

Record No. 5 Page 513

Ex. Doc. Page

Law No. 49.

E. L. Reynolds
vs
Samuel Hawley

Recorded

that said defendent is possessed of Lands Liable to Levy and Sale on execution

State of Ohio Union County Union Township S.S.
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 above cause
August 6th 1849 Darius Burnham J.P.
of the aforesaid township

The clerk will issue Scire Facias in this case
Aug 6. 1849. E L Reynolds

E. L. Reynolds
vs
Samuel Hanby
Transcript

Filed August 6. 1849
James Hilliard Jr Clerk

Recorded

E L Reynolds
vs
Samuel Hawley
Debt $33.28

Docket Entry	.10
Ent. Judgmt	.12½
Execution	.25
Ent. Bail	.25
2nd Execution	.25
J. L. M. C Fees	.20
Transcript	31

Suit on account which is too tedious to copy The amount of Debt is $35.90
Credit on same 2.62
Ballance Claimed $33.28
January 13th 1849 The defendant Samuel Hawley appeared without process and confessed judgment on account of which the above is the amount due the Plaintiff Whereupon Judgment is rendered against Samuel Hawley the defendant for the Sum of Thirty Three Dollars and Twenty Eight cents in favor of the Plaintiff Elisha L Reynolds and Costs of Suit taxed at 22½ cts Execution issued Jany 13th 1849 & handed to Plaintiff and called in Jany 20th 1849 by the Justice the defendant giving Bail for Stay of execution

In the action of Elisha L Reynolds against Samuel Hawley I. Galatia Sprague do acknowledge myself Bail for Samuel Hawley for Stay of execution for the Sum of Thirty Three Dollars & Twenty Eight cents debt & ninety five & ½ cents costs to be levied of my goods and chattles Lands & tenements if default be made in the condition following which is that the said Samuel Hawley shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and ~~the costs~~ that may accrue
Galatia Sprague
Taken signed and acknowledged before me this 20th day of January A D 1849
D Burnham J P
June 14 1849 execution issued & handed to J L Miller Constable & returned endorsed as follows: The within named defendant hath not any personal property whereof I can make any part of this execution but the suggestion is that he hath Real estate July 13th 1849 Fees for Servis 20. J L Miller Constt.
August 6th 1849 It is suggested to me by the plaintiff

Served this writ August 11. 1849 by delivering to the within named Samuel Hawley a certified copy thereof.

Fees = mileage 25
service 35
copy 30 = 90

Philip Snider Sheriff

Union Com. Pleas

C. L. Reynolds
vs
Samuel Hawley

Scire Facias

Filed August 13. 1849
James McNaleh Clerk

The State of Ohio Union County

To the Sheriff of Said County Greeting:

E L Reynolds. on the 13th day of January AD 1849 recovered a judgment before D. Burnham one of the Justices of the Peace within and for the said County of Union for the sum of thirty three Dollars and twenty eight cents Debt and twenty two ½ cents Costs of Suit against Samuel Hawley. Upon which said Judgment an Execution was issued by the said D Burnham and returned no personal property found whereon to Levy. but the defendant is possessed of real estate subject to his Debts as to us appears by a transcript of 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 Samuel Hawley. to appear before our said Court of Common Pleas. on the first day of the next Term thereof. 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 James Kirkade Jr Clerk of our said Court of Common Pleas at Marysville the 6th day of August AD 1849.

James Kirkade Jr Clerk

Filed Decr. 15. 1849
Thos Rowe Jr clerk

ciud

E. L. Reynolds
vs
Samuel Hawley

Fer Fac –
Judgt in Union Com Pleas

Issue Execution in above case

Dec 15th 1849
To Jas Kinkade Jr Clerk

Allison & Lemy Attys for Plff

No 2-561

E. L. Reynolds
vs
Samuel Hawley

Debt $33.28
Costs of suit .22½
Int from Jany 13/49
Sue costs 4.58
Int from Nov 23/49
Writ .41

Filed May 28. 1850
James Kirkpatrick p Clk

Recorded

Allison Harry
Pltffs Attys

Received this writ December 15th 1850
No goods or chattles lands or tenements
found whereon to levy May 27. 1850
Fees – mileage 25
service 35 = 60
Philip Shuler Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas. E L Reynolds. on the 13th day of January AD 1849. before David Burnham Esqr. one of our Justices of the Peace within and for the County of Union. recovered a judgment against Samuel Hawley for. Thirty three Dollars and twenty eight cents Debt and twenty two 7/12 cents Costs of Suit: and whereas afterwards. upon our certain writ of Scire Facias. in that behalf. to wit on the 23rd day of November AD 1849. in our Court of Common Pleas. within and for said county of Union and by the judgment of the same court. it was considered that execution be awarded from the said Court of Common Pleas. against the said Samuel Hawley upon the judgment aforesaid. for the damages ~~aforesaid~~ costs aforesaid: and also that the said E L Reynolds recover of the said Samuel Hawley his costs in that behalf expended taxed at four Dollars and fifty eight cents whereof the said Samuel Hawley is convicted. as to us appears of record: Therefore we command you that of the goods and chattels and for want thereof: of the lands and tenements of the said Samuel Hawley in your bailiwick you cause to be made the Debt and costs aforesaid with interest thereon ~~from the date of the same~~. on the Debt and costs of suit from the 13th day of January 1849. and on the remaining costs from the said 23rd day of November 1849. and the accruing costs. and you the said money before our said court of common Pleas at their next term. to render unto the said E L Reynolds.

And have you then, there this writ.

Witness James Kinkade Jr clerk of said Court of Common Pleas at Marysville the 15th day of December AD 1849.

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1849-CV-0038

No. 49-cv-38

Union Common Pleas Court.

Charles T Thatcher, Plaintiff,

AGAINST

John Nettersin, Defendant.

Ejectment

AUG TERM. 1849

JUDGMENT VS DEFENDANT

Journal 4 Page 236

Record No. 5 Page 448

Ex. Doc. Page

On the 2nd day of August A.D. 1849 I did personally serve John Nettleton tenant in possession of the premises in the within declaration mentioned, or of part thereof, with a true copy of the within declaration and notice, and at the same time acquainted the said John Nettleton with the intent and meaning of the said Declaration and notice, and of the service thereof.

Fees = mileage 5
service 35
copy 40 = 80

Philip Snider Sheriff of Union County, Ohio.

67

Union Common Pleas.

John Doe, ex dem.
Charles T. Thatcher
vs. Ejectment
Richard Roe

Declaration

Filed august 10. 1849
James Knikade jr clerk

Cost Bill made
Record

Recorded

Allison & Curry
Attys for Plff.

Mr. John Nettleton.

Sir.

I am informed that you are in possession of, or claim title to the premises in this declaration mentioned or to some part thereof, and being sued in this action as a casual ejector, 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.

Richard Roe.

Dated August 2d 1849.

Union County, ss. } Court of Common Pleas,
August Term A. D. 1849.

John Doe complains of Richard Roe for that Charles T. Thatcher on the first day of January A. D. 1848, at Union County in the State of Ohio, had demised to the said John Doe the following lands and tenements to wit: Part of Out Lot No. 5 in the Town of Marysville in said Union County, so numbered on the recorded plat of said Town, Beginning at the North West Corner of out lot No. 4 in said Town of Marysville; Thence West with South Street forty three feet to a stake; Thence South twenty one poles to a stake; Thence East forty three feet to a stake; Thence North twenty one poles to the beginning; and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten outhouses, ten yards, ten gardens, ten acres of arable land, ten acres of Meadow land, and ten acres of other land with the appurtenances, situate in said County of Union; to have and to hold the same to the said John Doe from the said first day of January A. D. 1848 for and during the Term of Twenty years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenements with the appurtenances, and was possessed thereof for the Term aforesaid: And the said John Doe being so thereof possessed, the said Richard afterwards to wit on the third day of January A. D. 1848 with force and arms entered into the said tenements with the appurtenances, and ejected the said John Doe therefrom, and other wrongs to the said John Doe then and there did; to his damage Ten dollars; and therefore he sues, &c.

By Allison & Curry
his attorneys.

Filed Nov. 12, 1849
D. Rinkade for Clerk

John Doe Ex Dem
Charles T Thacker } Judgt in Union Com Pleas
vs
Richard Roe } Clerk will issue writ of
Habeas Facias - to Sheriff
of Union County

To Jas Kinkade Jr Clerk

Allison & Cowan
Attys for Pltff -

Nov 12th 1849

Civil/Domestic Case File

Case No. 1849-CV-0039

No. 49-CW-39

Union Common Pleas Court.

John W Pollock Plaintiff,

AGAINST

Levi Lyon Defendant.

NOV 1849

Decree for Plaintiff

Journal 4 Page 272

Record No. 5 Page 520

Ex. Doc. Page

Law No. 50.

John D Pollock

vs

Levi Lyon

Judgment

Nov. 7. 1849

Abstract made

Record

NOV 1849

Recorded

NOV 1849

70

John V. Pollock
vs. } Ex & sci fa facias
Levi Lyon

Praecipe for writ
of Scire facias

Filed August 11. 1849
James Kirkpatrick clerk

Allison & Berry
Atty's for Plff.

John D. Pollock
vs.
Levi Lyon

Scire facias

Issue a Scire facias against Levi Lyon to revive a judment of the Term of July, in the Court of Common Pleas of Union County Ohio, A. D. 1840, in favor of John D. Pollock, ~~against~~ ~~for~~ Levi Lyon for Fifty four dollars and fifty four cents damages, and Ninety two dollars and sixty two cents costs, returnable at next Term —

Allison & Curry
Atty's for plaintiff.

To the Clerk of
Union County
Common Pleas.

Dated August 11th 1849.

Union 70 Com. Pleas

John D. Pollock
vs
Levi Lyon

Scire Facias

Filed August 14. 1849
James Kinkadey clerk

Recorded

Served this writ August 13. 1849 by delivering a certified copy thereof to the within = named Defendant.

Fees = mileage 15
service 35
copy 50 = $1.00

Philip Snider Sheriff

The State of Ohio Union County Ss.

To the Sheriff of Union County Greeting:

Whereas John D. Pollock, lately took at the July Term AD 1840. in our Court of Common Pleas. within and for the County of Union. By the Judgment of the Same Court. recovered against Levi Lyon. Fifty four Dollars and fifty four cents for his Damages. which he had sustained by reason of the not performing certain promises and undertakings then lately made by the said Levi Lyon: to the said John D. Pollock; and also Ninety two Dollars and Sixty two Cents. for his Costs and Charges by him about his Suit in that behalf expended: whereof the said Levi Lyon. is convicted as appears to us of Record. and now on the behalf of the said John D. Pollock, in our said Court of Common Pleas. we have been informed. that although Judgment be thereupon given. which he avers still remains in full force and effect. in no wise set aside. reversed. paid off. or Satisfied. yet execution of the Damages and Costs aforesaid still remains to be made to him: wherefore the said John D Pollock. hath besought us to provide him a proper remedy in this behalf: and we being willing that what is just in this behalf should be done. command you that you make known to the said Levi Lyon. that be before the Judges of our said Court of Common Pleas. on the first day of their next Term. to show cause. if he has or knows of any thing to say for himself. why the said John D Pollock. ought not to have his Execution against him of the Damages and Costs aforesaid. according to the force form and effect of the said recovery. if it shall seem expedient for him so to do: and further to do and receive what our said Court shall then and there consider of him in this behalf:

And have you then there this Writ.

Witness James Kinkade Clerk of said Court of Common Pleas. at Marysville the 11th Day of August AD 1849

James Kinkade Clerk

Filed January 8, 1850
J. Rinkenspel K

John & Pollock
vs
Levi Lyons

Judgment Reversed
Nov Term 1849

Issue Execution in above case

To Jas Kinkade Esq
Clerk of Union Com Pleas
Sunbury 1850

Allison & Lemoyne
attys for Plffs

Civil/Domestic Case File

Case No. 1849-CV-0040

No. 49-CN-40

Union Common Pleas Court.

Kelton & Bancroft
Plaintiff,

AGAINST

James U Severns et al
Defendant.

Judg vs Defendt.

Nov 1849.

Journal 4 Page 249

Record No. 3 Page 472

Ex. Doc. 1 Page 561

Law. No. 53.

Kelton & Bancroft

vs

Jas & Levin et als

Cost Bill made

Record

Recorded

In Union Com Pleas

Kelton & Bancroft

vs

James J Sevier
& als,

Praecipe in Assumpsit

Filed August 11 - 1849
James Kirkpatrick clerk

Allison & Curry

Kelton & Bancroft, Partners in trade
vs
James Y. Sevier
D. D. Welsh &
William Scott

In Assumpsit.
Damages $200.00

Issue a Summons returnable at the next term.

Indorse "Suit brought on a note of hand given by defendants to one Henry Whitaker or bearer and assigned to Plaintiffs, for one hundred and three dollars and fifty cents, dated April 20th 1849, payable on or before the first of July next thereafter, &c. Also for goods sold and delivered, money had and received &c.

To the Clerk of Union Common Pleas.

August 10th 1849

Allison & Cuson
Attys for Pltffs.

Union Com Pleas

Kelton & Bancraft
vs
James G. Levinn et al

Sum in assumpsit

Filed August 14. 1849
James Kirkpatrick clerk

"Suit brought on a note of hand given by defendants to one Henry Whitaker or bearer and assigned to plaintiffs for one hundred and three Dollars and fifty cents. dated April 20th 1849. payable on or before the first of July next thereafter &c. Also for goods sold and delivered, Money had and received &c

Allison & Curry attys.
for Pltffs

Served this writ by delivering to each of the within named defendants a certified copy thereof August 13. 1849

Fees = mileage 25
service 75
copies 45 = $1.45

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon James G Sevirn. O. D. Welsh and William Scott.

if They may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto Kelton & Bancroft. Partners in trade.

in a plea of Assumpsit.

damages $200.00

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 11th day of August A. D., 1849

James Kinkade Jr Clerk.

In Union Com Pleas

Helton & Bancroft

vs

James J Sevington

Assn - In Assumpsit

Filed September 27, 1849
James McKade for Clerk

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of
Union County } ss } Union County, of August Term 1849

Kelton & Bancroft, partners in trade complain of James J. Irvine, D. D. Welsh and William Scott in a plea of Assumpsit. For that whereas, the defendants on the 20th day of April A.D. 1849 at the County of Union aforesaid made their promissory note in writing, and thereby promised to pay to one Henry Whitaker or bearer, One hundred and three dollars and fifty cents on or before the first day of July next thereafter, which period hath now elapsed; and the said Henry Whitaker then and there delivered, transferred, and assigned, the said note to the plaintiffs, and they then and there became, and were and are, the lawful bearers thereof; and the defendants in consideration of the premises, then and there promised to pay the amount of the said note to the plaintiffs according to the tenor and effect thereof.

And whereas, also the defendants on the 1st day of August A.D. 1849 were indebted to the plaintiffs in the sum of two hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants, at their request.

And in 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 plaintiffs, on an account then and there stated between them.

And the defendants afterwards, 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 defendants have disregarded their promises, and have not, nor hath either of them paid any of the said moneys or any part thereof; To the damage of the plaintiffs of two hundred dollars; and therefore they bring their suit &c

By Allison & Curry their
attys

Keton & Bancroft
vs.
James Y. Devin, et al

Praecipe for fi. fa.

Issued

Filed Decr. 7. 1849
James Kirkpatrick Clk

Allison & Curry
Attorneys

Elton & Bancroft
vs
James Y. Devin et als

Union Com. Pleas.
In Assumpsit
Judgt. at Nov. Term 1849

Issue Execution in this Case.

Allison & Curry
Attys for Pl Pff's.

To James Kinkade jr
Clerk of the Court of
Common Pleas, of
Union County, Ohio

Dated Dec. 7th 1849.

No 2-5-61

Kelton & Bancroft
vs
James G Levins. J D Walsh
and William Scott

Damages $105.91
Costs 4.31
Int from Nov. 20/49
Increase .41

Filed May 27. 1850
James Kirkpatrick Clk

Recorded

Allison Henry
Pltfs atty

Received this writ December 14. 1849.
Money made in full May 27. 1850.
Fees = mileage 5
Service 3.25
Postage 2.20
Philip Arion Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A.D., 1849 Kelton & Bancroft recovered against James Y Sevirn, D.D. Welsh and William Scott

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of One hundred and five dollars and Ninety One cents, for their damages, as also the sum of $ 4.31 for their cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said James Y Sevirn, D.D. Welsh and William Scott.

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 20th day of November A.D., 1849, until paid; also the sum of $ – 41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Kelton & Bancroft.

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, JR., CLERK of said Court, at the Court House aforesaid, this 14th day of December A.D., 1849.

James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1849-CV-0041

No. 49-CN-41

Union Common Pleas Court.

Thomas C. Dorsey & Ux
Plaintiff,

AGAINST

Silas G. Strong et al
Defendant.

JUN TERM. 1854

JUD'G VS PLAINT'F

Journal 5 Page 349

Record No. 6 Page 760

Ex. Doc. A Page 477

In Union Com Pleas

Thomas C Lorenns
et als.

vs

James W Evans et als

Praecipi - In Debt

Filed August 11. 1849
James Kirkpatrick p clerk

No 1

X

Allison & Curry

Thomas C. Doremus
John M. Nixon
Charles Anthony &
William W. Steele Survivors
of Cornelius R. Suydam
for the use of Doremus,
Suydam & Nixon in liquidation
vs
Silas G. Strong
James W. Evans
Robson L. Broome, &
A. Pollock

In Debt.

Debt. $ 2500,00
Damages $ 500,00

To the Clerk
of Union County
Common Pleas

Issue a Summons return
=able at next Term. Indorse "Suit
brought on an injunction bond executed by the
defendants on the 24th day of August 1841
to the Plaintiffs and Cornelius R. Suydam
in the penal sum of Twenty five Hundred
dollars. Also for goods sold and delivered,
money had and received, &c.

Dated August 10th 1849

Allison & Curry
Attys for Pltffs

Union Com. Pleas

Thomas C. Doremus et als
vs
James W. Evans et als

Sum in Debt

Filed August 13. 1849
James Kirkpatrick clerk

"Suit brought on an injunction bond executed by the Defendants on the 24th day of August 1841. to the plaintiffs and Cornelius R. Luydam. in the penal sum of Twenty five Hundred dollars, also for goods sold and delivered money had and received &c.

Allison & Curry attys "
for Plffs.

No 2

+

Served this writ by delivering to James W. Evans
Robert L. Broom and A. Pollock each a certified
copy thereof. August 13th 1849. Silas G. Strong not found.

Fees = mileage = 5
copies — 45
service — 75 = $1.25

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Silas G. Strong. James W. Evans Robson L. Broome and A. Pollock.

if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto Thomas C. Dorremus. John M Nixon. Charles Anthony. & William W. Steele, Survivors of Cornelius R Suydam. for the use of Dorremus. Suydam & Nixon in Liquidation.

in a plea of Debt. Debt. Twenty five Hundred Dollars.

damages Five Hundred Dollars.

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 11th day of August A. D., 1849

James Kinkade jr. Clerk.

Kinston, N. C. May 5th 1854

Hon. I. R. Swan

Dear Sir:-

If you have had the papers supplied to that report of Comr & proceedings in Union Com Phas. in case of Stanly vs Sullivan:

I am compelled to file a bill for recovery and partition of the undivided half 396 acres of land in this county which has been sold for taxes, and cannot well do it, until the papers are placed on file here.

Very Respectfully
I. S. Robinson

Law No 3

Union Common Pleas

Thomas C. Drennus et als
Trustees &c. } Debt.
vs.
Silas G. Strong et als

Declaration

1

Filed September 27. 1849
James Kirkpatrick clerk

No 3

X

Cost Bill
made Rico
affidavit

Allison & Curry
attys.

The State of Ohio } Court of Common Pleas,
Union County, SS. } August Term, A. D. 1849.

Thomas C. Doremus, John M. Nixon, Charles Anthony, and William W. Steele, Suitors of Cornelius R. Luydam, Complainants of James W. Evans, Robson L. Broome, and A. Pollock (the Sheriff of said County having returned "not found" as to Silas G. Strong, against whom process in this case was also issued) in a plea of debt, for that whereas heretofore, to wit, at the June Term A. D. 1841 of the Court of Common Pleas of Clark County in the State of Ohio the said Charles Anthony as the assignee of the said Thomas C. Doremus, John M. Nixon, and Cornelius R. Luydam partners in trade obtained a judgment against Silas G. Strong aforesaid for the sum of Twenty One Hundred and Thirty five dollars and five cents damages, and seven dollars and forty two cents costs, in which judgment the said Thomas C. Doremus, John M. Nixon, and Cornelius R. Luydam had the beneficial and entire interest; and afterwards, to wit on the day of June A. D. 1841 at the said County of Clark a writ of execution called a fieri facias was issued out of the office of said last mentioned Court, upon said judgment, in due form of law, and under the seal of said Court, and directed to the Sheriff of Union County in said State, which said writ was afterwards to wit on the 19th day of June, A. D. 1841 at said Court, of Union delivered to William W. Steele, then being Sheriff of said Union County; and afterwards, to wit on the 28th day of June 1841, at said County of Union, said William W. Steele, Sheriff as aforesaid levied said writ upon an entire stock of merchandise belonging to said Silas G. Strong, of a value exceeding two thousand dollars, at cost prices; and, said levy being pending and undisposed of, afterwards, to wit on the 20th day of August A. D. 1841, at said Union County, said Silas G. Strong prepared ~~presented in the office of the Clerk of the Common Pleas of said Union County~~ his Bill in Chancery against said Thomas C. Doremus, John M. Nixon, Cornelius R. Luydam, Charles Anthony, and William W. Steele, praying, among other things, for the allowance of a writ of injunction to restrain the said Thomas C. Doremus, John M. Nixon, ~~and~~ Cornelius R. Luydam and Charles Anthony from collecting said judgment against said Silas G. Strong, and to restrain said William W. Steele Sheriff as aforesaid from in anywise proceeding with said execution to collect said judgment against said Silas G. Strong; and the said Silas G. Strong, then and there (it being in the vacation of said Court of Common Pleas of said Union County) presented said Bill in Chancery

to John Cassil, then being one of the Associate Judges of said Court of Common Pleas of said Union County, for the purpose of obtaining his allowance of said injunction; and said John Cassil, Judge as aforesaid, then and there allowed said injunction so prayed for in said Bill, and then and there endorsed his allowance thereof upon the back of said Bill, in the words and figures following, to wit: 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 and security to the defendant in the sum of Twenty five Hundred Dollars, conditioned according to law. John Cassil Associate Jdg. Court Common Pleas Union County Ohio August 20th 1841; and afterwards to wit on the 23d day of August A. D. 1841, at said County of Union said Silas G. Strong filed in the office of the Clerk of the Court of Common Pleas of said County of Union his said Bill in Chancery, having upon the back thereof the aforesaid endorsement of the allowance of said injunction by said John Cassil judge as aforesaid; and thereupon afterwards to wit on the 24th day of August A. D. 1841, at said County of Union the said Silas G. Strong, James W. Evans, Robson L. Broome, and A. Pollock made and executed their certain writing obligatory, bearing date on the said 24th day of August A. D. 1841, sealed with their seals and now to the Court here shown, whereby the said Silas G. Strong, James W. Evans, Robson L. Broome, and A. Pollock acknowledged themselves to be held and firmly bound unto the said Thomas C. Doremus Cornelius R. Suydam John M. Nixon, Charles Anthony, and William W. Steele in the sum of Twenty five hundred Dollars, to be paid to the said Thomas C. Doremus, Cornelius R. Suydam, John M. Nixon, Charles Anthony, and William W. Steele or demand; which said writing obligatory was and is subject to a certain condition thereunder written whereby, after reciting that whereas the said Silas G. Strong had obtained the allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a judgment obtained in the Court of Common Pleas in and for the County of Clark and State of Ohio, by the said Charles Anthony as assignee of the said Thomas C. Doremus, Cornelius R. Suydam and John M. Nixon partners in trade, at the June Term of said last mentioned Court A. D. 1841, for the sum of Twenty One hundred and Ninty five dollars and fifty five cents, damages and Seven dollars and forty two cents costs, until the matter thereof could be heard in equity, it was provided that if

the said Silas G. Strong should pay all moneys and costs then due or to become due from him the said Silas G. Strong in said Judgment at law, and all moneys and costs which should be decreed against the said Silas G. Strong in case the said injunction should be dissol=ved, then said obligation should be void, otherwise to remain in full force and virtue in law; and the said Silas G Strong, James W. Evans, Robert L. Broome, and A. Pollock then and there offered and delivered said bond to James H. Gill, then and there clerk of said Court of Common Pleas of said Union County, as such Clerk, as a good and sufficient injunction bond and security to said Thomas B. Doremus, Cornelius R. Snydam, John M. Nixon, Charles Anthony, and William W. Steele; and the said James H. Gill, as such Clerk aforesaid then and there accepted and approved the same, for the purposes aforesaid, and then and there placed the same on the files of said last=mentioned court for the use and security of said Thomas B. Doremus, Cornelius R. Snydam, John M. Nixon, Charles Anthony, and William W. Steele; and the said William W. Steele thereupon, then and there, delivered up said entire stock of merchandize to said Silas G. Strong and then and there returned said said execution indorsed in substance as follows: ~~Received execution June 19th 1841 from Clerk of Common Pleas Damages $2130,85= Costs $7,[illegible] Judgment June 1841.~~ Levied June 28th 1841 on S. G. Strong entire stock of goods Amts to $2100. first cost. Injunction allowed Aug. 20th 1841 & Ex. returned. W. W. Steele Sheriff. Increase costs $1,79, Writ, 44 "

And such proceedings were had in said suit in Chancery of said Silas G. Strong against said Thomas B. Doremus Cornelius R. Snydam John M. Nixon Charles Anthony and William W. Steele that afterwards, to wit, at the April Term of said Court of Common Pleas of said Union County A. D. 1841, at said said Union County said injunction was dis=solved; and such proceedings were further had in said last mentioned suit in Chancery that at the October Term A. D. 1845 of said Court of Common Pleas of said Union County the same was dismissed at the costs of said Silas G. Strong; and such proceedings were thereupon had under said Judg=ment rendered as aforesaid in the Court of Common Pleas of said County of Clark, that an execution issued out of said Court thereon, was, on the 13th ~~day of October~~ ~~23rd day of August~~ at said Union County 1846 de=livered to William M. Robinson then being Sheriff of said Union County, who afterwards to wit on the 24th day of October 1846 at said Union County levied on certain

situate in Marysville in said Union County
real estate, belonging to said Silas G. Strong; and
said last mentioned execution was afterwards to wit
on the 6th day of February 1847 at said Union County
returned by Philip Snider then being Sheriff of said
Union County, without having sold said real estate
And such proceedings were thereupon further
had under said judgment that a certain writ of
venditioni exponas issued thereon out of said Court of
Common Pleas of Clark County Ohio was afterwards
to wit on the 24th day of April 1849 at said Union
County delivered to said Philip Snider Sheriff as afore
=said, who afterwards to wit on the 29th day of June
1849 at said Union County by virtue of said Venditioni
Exponas and according to law sold said real estate
situate in Marysville in said Union County for the
sum of Twelve hundred dollars; and afterwards, to
wit at the July Term A. D. 1849 of the said Court of
Common Pleas of Clark County, at said Clark County,
said Court of Common Pleas of Clark County, confirmed
said sale of said real estate, and ordered said Sheriff of Union
County out of the proceeds of said sale to pay the costs of
said suit in which said sale was made, and also to
pay out of said proceeds the sum of One hundred and
sixteen dollars and forty five cents then due upon tax
=es upon said real estate, and also to pay the residue
of said purchase money to said Lorenzo Langham
& Nixon;

And the said plaintiffs further say that that
there is now levied on at said County of Union, and held
by virtue of a lawful writ issued upon said judgment
against said Silas G. Strong a certain lot of land
to wit lot No. 1 of the subdivision of Survey No. 2982
containing One hundred and twenty One acres, which
said land is wild and unimproved and can not be sold
for more than two hundred and fifty dollars; and
the plaintiffs aver that there are no other goods
and chattels, lands and tenements of said Silas G.
Strong which can be subjected to the satisfaction of
of the residue of said judgment, said Philip Snider
Sheriff as aforesaid having on the 2nd day of June 1848
at said Union County, and after all of the aforesaid levies
were made, returned a certain writ which had been
issued to him out of said Court of Common Pleas of Clark
County, ~~under~~ said judgment commanding him to levy
upon other of the goods and chattels, lands and tenements
of said Silas G. Strong, endorsed as follows: "received

this writ May 6th 1848. No goods or chattels, lands or tenements found whereon to levy. Philip Arden Sheriff." And the Plaintiffs aver that there is still due and unpaid of said judgment against said Silas G. Strong Twenty two hundred dollars.

By means whereof and by force of the statute in such case made and provided an action hath accrued to the said plaintiffs to demand and have of and from the said Defendants the said sum of Twenty five hundred dollars in said bond mentioned.

And also for that whereas the said Defendants on the first day of July 1849 at said County of Union was indebted to the said plaintiffs in twenty five hundred dollars for the price and value of goods then and there sold and delivered by said plaintiffs to said defendants at their request,

And in Twenty five hundred dollars for money then and there had and received by the said Defendants for the use of the said Plaintiffs.

Yet the said Defendants though often requested, have not, nor has either of them paid the said several sums of money nor either of them nor any part thereof to the said plaintiffs, but to pay the same or any part thereof, have hitherto wholly neglected and refused, and still do neglect and refuse. All which is to the damage of the said plaintiffs of Five Hundred dollars, and therefore they sues, &c.

By Allison & Curry
Their Atty's.

Union Com Pleas

James W Evans &
Robson L Brown
ads
Charles Anthony
and others

Pleas

Filed October 15. 1849
James Kirkpatrick for clerk

(2)

204

Stanton & Clark Atty

James W Evans &
Robinson S Broom
vs
Thomas C Downs
Cornelius R Snydam
John W Nixon
Charles Anthony &
William W Gleis

In Debt

And the said James W Evans and Robinson S Broom come and defend &c and craw oyr of the said supposed writing obligatory and and it is read to them, they also craw oyr of the condition of the said supposed writing obligatory and it is read to them in these words; "The condition of the above "obligation is such that whereas the above "named Hilas G Strong has obtained an "allowance of an injunction in the Court "of Common Pleas of Union County in "the State of Ohio, to stay all further "proceedings upon a Judgment obtained "in ~~and~~ the Court of Common Pleas "in and for the County of Clark and "State of Ohio by the said Charles Anthony "as assignee of the said Thomas C Downs, "Cornelius G Snydam and John W Nixon "partners in trade at the June Term of said "Court A.D. 1841 for the sum of Twenty one "hundred and thirty five dollars and fifty "two cents damages and seven dollars "and fifty two cents costs, until the matter "thereof can be heard in equity; Now "if the said Hilas G Strong shall pay "all moneys and costs due or to become "due from him the said Hilas G Strong

"in said judgment & Scire, and all
" moneys and costs which shall be found
" against the said Silas G Strong in
" case said injunction shall be dissolved then this obligation shall be void
" otherwise in full force and virtue in
" law." Which being read and heard the said James W Evans and Robson L Broom say that the said supposed writing obligatory is not their deed, and of this they pray thanks upon the Country and the plaintiff doth the like
And the said defendants ~~and~~ as to the second third and fourth counts of said declaration say that they do not owe the said sums of money therein mentioned nor any of them, nor any part thereof ~~in~~ in manner and form as the said plaintiffs have complained against them, and of this they pray thanks upon the country and the said plaintiffs do the like.

And the said defendants for a further plea in this behalf by leave of the Court for that purpose first had and obtained and by virtue of the Statute in such cases made and provided, says that the said plaintiffs ought not to have or maintain their action aforesaid against them because they say that there is not any record of the said supposed recovery of the said Charles Anthony as assignee of the said Thomas C Doremus, John M Dixon and Charles R Heydam partners &c against the said Silas G Strong, in the said declaration mentioned

remaining in the said Court of Common Pleas of Clark County in the State of Ohio in manner and form as the said plaintiffs have in their declaration alleged, and this they are ready to verify; wherefore they pray judgment if the said plaintiffs ought to have or maintain their action aforesaid against them.

And the said defendants for a further plea in this behalf, by leave of the Court for that purpose first had and obtained, and by virtue of the statute in such cases made and provided, say that the said plaintiffs ought not to have and maintain their action aforesaid against said defendants; Because they say that after the recovery of the said judgment in the plaintiffs declaration mentioned by the said Charles Anthony assignee of the said Thomas C Downs, John McKinon and Charles G Hayden partners as aforesaid, against the said Silas G Strong in the Court of Common Pleas of Clark County in manner and form as said plaintiffs have set forth in their declaration aforesaid, and before the commencement of this suit; to wit on the 28th day of June A.D. 1841 at the County of Union aforesaid, he the said Silas G Strong paid and satisfied to the said Charles Anthony plaintiff and assignee as aforesaid the said sum of twenty one hundred and ninety five dollars damages, and the further sum of

sum dollars and forty cents costs, and also the further sum of five hundred dollars for interest and costs which had then and there accrued on said judgment, in full satisfaction and discharge of said judgment and interest and costs and accruing costs; And this they are ready to verify; wherefore they pray judgment if said plaintiffs ought to have or maintain their action aforesaid against them.

And the said defendants for a further plea in this behalf by leave of the Court for that purpose first had and obtained and by virtue of the statute in such cases made and provided, say that said plaintiffs ought not to have or maintain their action aforesaid against them, Because they say that (protesting that the said writing obligatory mentioned is not their deed) if they executed the said supposed writing obligatory in the plaintiffs declaration mentioned, that they executed the same as security for the said Silas G Strong and not as principal obligors; And the said defendants further allege that on the day of June A.D. 1841 at the County of Clark, to wit at the County of Union, a writ of Fieri Facias & Levari Facias was issued on the judgment in the plaintiffs declaration mentioned, in which the said Charles Anthony assignee as aforesaid was plaintiff

and the said Silas G Strong was defendant, from the office of the Clerk of the Court of Common Pleas within and for said County of Clark, under the seal of said Court, directed to the Sheriff of Union County Ohio commanding him that of the goods and chattels and for the want thereof then of the lands and tenements of the said Silas G Strong he cause to be made the aforesaid sum of twenty one hundred and ninety five dollars and five cents damages and the further sum of seven dollars and forty two cents costs, and interest and accruing costs. And the said defendants further say that said writ of Execution then and there came into the hands of William Steel who was then and there acting Sheriff of said County of Union to be executed according to law; And the said defendants further say that afterwards to wit on the 28th day of June A.D. 1841, at the County aforesaid the said William Steel, still being such Sheriff as aforesaid, by virtue of said writ of Execution levied on a stock of merchandise of the goods and chattels of the said Silas G Strong, of great value, to wit of the value of thirty five hundred dollars, for the satisfaction of said judgment. And said defendants further say that said levy is still subsisting, in full force, not in any wise vacated, set aside

or annulled; ~~when~~ And this they are ready to verify; wherefore they pray judgment and if said plaintiffs ought to have or maintain their action aforesaid against them.

And the said defendants for a further plea in this behalf, by leave of the Court for that purpose first had and obtained and by virtue of the Statute in such cases made and provided, say that said plaintiffs ought not to have or maintain their action aforesaid, Because they say that the said Court of Common Pleas for the County of Union and State of in Chancery, in the said suit in Chancery brought by the said Silas G Strong against said plaintiffs in manner and form as said plaintiffs in their said declaration have alleged, did not upon the dismissal of said petition in Chancery render any decree in favor of said plaintiffs who were respondents to said petition for the damages and costs, recovered by the said Charles Anthony assignee as aforesaid against the said ~~Stad~~ Silas G Strong nor for any penalty thereon, and this they are ready to verify wherefore they pray Judgment if the said plaintiffs ought to have or maintain their action aforesaid.

Stanton & Clark
Attys for Defdts.

=And the plaintiffs aver that there is still due and unpaid of said judgment against said Silas G. Strong two thousand dollars.

By means whereof, and by force of the statute in such case made and provided an action hath accrued to the said plaintiffs to demand and have of and from the said Defen=dants the said sum of Twenty five hundred dollars in said Bond mentioned.

And also for that whereas the said defendants on the first day of July 1849 at said County of Union were indebted to the said plain=tiffs in Twenty five hundred dollars for the price and value of goods then and there sold and delivered by said plaintiffs to said Defen=dants at their request.

And in Twenty five hundred dollars for money then and there had and received by the said ~~plaintiffs~~ Defendants for the use of the said plaintiffs.

Yet the said defendants though often requested, have not, nor has either of them paid the said several sums of money, nor either of them nor any part thereof to the said plaintiffs, but to pay the same or any part thereof have hitherto wholly neglected and refused, and still do neglect and refuse. All which is to the damage of the said plaintiffs of Five hundred dollars and therefore they sue, &c.

By Allison & Curry
Their Attorneys

Union Common Pleas
Thomas W. Florence et al
For use, &c.
vs.
Silas G. Strong et al.
Amended Declaration.

3

Filed January 3rd 1850
James Kirkpatrick Clerk

Allison & Curry

The State of Ohio, } Court of Common Pleas,
Union County, ss. } August Term A. D. 1849.

Thomas C. Doremus, John M. Nixon, Charles Anthony, and William W. Steele, Survivors of Cornelius R. Snydam, Complainants, James W. Evans, Robson L. Broome, and A. Pollock, (the Sheriff of said County having returned "not found" as to Silas G. Strong, against whom process in this case was also issued) in a plea of debt, for that whereas heretofore, to wit, at the June Term A. D. 1841 of the court of Common Pleas of Clark County in the State of Ohio, the said Charles Anthony as the assignee of the said Thomas C. Doremus, John M. Nixon, and Cornelius R. Snydam obtained a Judgment against said Silas G. Strong, for the sum of Two thousand One hundred and Thirty five dollars and Thirty five cents damages, and seven dollars and forty two cents costs, in which Judgment the said Thomas C. Doremus John M. Nixon and Cornelius R. Snydam had the beneficial and entire interest; and afterwards, to wit, on the 18th day of June A. D. 1841, at said County of Clark, a writ of execution called a fieri facias, in which by a clerical mistake said Judgment was stated to be for Two thousand One Hundred and Thirty five dollars and fifty five cents, was issued out of the office of the Clerk of said Court of Common Pleas, of said Clark County upon said judgment, in due form of law, and under the seal of said Court, and directed to the Sheriff of Union County in said State, which said writ was afterwards to wit, on the 19th day of June 1841, at said Union County, delivered to William W. Steele, he then being Sheriff of said Union County; and said William W. Steele Sheriff as aforesaid then and there levied said writ upon an entire stock of Merchandize belonging to said Silas G. Strong; and, said levy being pending and undisposed of, afterwards, to wit, on the 20th day of August 1841, at said Union County, said Silas G. Strong prepared his bill in Chancery against said Thomas C. Doremus, Cornelius R. Snydam, John M. Nixon, Charles Anthony, and William W. Steele, praying among other things for the allowance of a writ of injunction to restrain the said Thomas C. Doremus, John M. Nixon, Cornelius R. Snydam, and Charles Anthony from collecting said Judgment against said Silas G. Strong, and to restrain said William W. Steele Sheriff as aforesaid from in any wise proceeding with said execution to collect said Judgment against said Silas G. Strong; and the said Silas G. Strong then

and there (it being then in the vacation of said Court of Common Pleas of said Union County,) presented said bill in Chancery to John Cassil then being one of the Associate Judges of said Court of Common Pleas of said Union County for the purpose of obtaining his allowance of said injunction; and said John Cassil, judge as aforesaid, then and there allowed said injunction so prayed for as aforesaid, and then and there endorsed his allowance thereof upon the back of said Bill in the words and figures following to wit: "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 and security to the defendants in the sum of Twenty five hundred dollars, conditioned according to law. John Cassil. Associate jdg. Court Common Pleas Union County Ohio August 20th 1841;" and afterwards, to wit, on the 23rd day of August 1841 at said County of Union, said Silas C. Strong filed in the office of the Clerk of the Court of Common Pleas of said Union County Ohio, his said Bill in Chancery, having upon the back thereof the said endorsement of the allowance of said injunction by said John Cassil, judge as aforesaid; and thereupon afterwards to wit, on the 24th day of August 1841 at said Union County, the said Silas C. Strong, James W. Evans, Robson L. Broome, and A. Pollock made and executed their certain writing obligatory, bearing date on the said 24th day of August A. D. 1841, sealed with their seals and now to the Court here shown, whereby the said Silas C. Strong, James W. Evans, Robson L. Broome, and A. Pollock acknowledged themselves to be held and firmly bound unto the said Thomas C. Doremus, Cornelius R. Snydam, John Mc. Nixon, Charles Anthony, and William W. Steele, in the sum of Twenty five hundred dollars, to be paid to the said Thomas C. Doremus, Cornelius R. Snydam, John Mc. Nixon Charles Anthony, and William W. Steele on demand; which said writing obligatory was and is subject to a certain condition thereunder written, whereby, after reciting that whereas the said Silas C. Strong had obtained the allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio, to stay all further proceedings upon a judgment obtained in the Court of Common Pleas in and for the County of Clark and State of Ohio by the said Charles Anthony as assignee of the said Thomas C. Doremus, Cornelius R. Snydam, and John Mc.

Nixon, partners in trade, at the June Term of said Court of Common Pleas of said Clark County, A. D. 1841, for the sum of twenty one hundred and thirty five dollars and fifty five cents damages, and seven dollars and forty two cents costs, until the matter thereof could be heard in equity, it was provided that if the said Silas G. Strong should pay all monies and costs then due or to become due from him the said Silas G. Strong in said judgment at law, and all moneys and costs which should be decreed against the said Silas G. Strong in case the said injunc=tion should be dissolved, then said obligation should be void, otherwise to remain in full force and virtue in law; (Said amount of said judgment was by a clerical mistake stated in said writing obligatory to be Twenty One hundred and thirty five dollars and fifty five cents damages and Seven dollars and forty two cents costs, instead of Twenty one hundred and thirty five dollars and thirty five cents damages and seven dollars and forty two cents costs) And the said Silas G. Strong, James W. Evans, Robson L. Broome, and A. Pollock then and there offered and deliv=ered said Bond to James H. Gill then and then being Clerk of said Court of Common Pleas of Union County, Ohio, as such Clerk, as a good and sufficient injunction bond and security to said Thomas M. Drennen, Cornelius R. Lingham, John M. Nixon, Charles Anthony and Wil=liam W. Steele; and the said James H. Gill, Clerk as aforesaid then and there accepted and approved the same for the purposes aforesaid, and then and there placed the same on the files of said Court of Common Pleas of said Union County for the use and security of said Thomas M. Drennen, Cornelius R. Lingham, John M. Nixon, Charles Anthony and William W. Steele; and the said William W. Steele Sheriff as aforesaid thereupon then and there deliv=ered up said entire stock of Merchandize to said Silas G. Strong; and afterwards to wit at the September Term A. D. 1841 of said Court of Common Pleas of said Clark County, at said County of Clark said William W. Steele Sheriff as aforesaid returned said execution to said Court of Common Pleas of Clark County endorsed as follows: "Rec^d this execution June 19 – '41 Levied upon Silas G. Strong's entire stock of goods, for description see inventory hereto attached and made a part of this return June 28th 1841 further proceedings stayed by writ of injunction, Aug 24th 1841. Wm W. Steele Sheriff." ~~[illegible]~~

[illegible] Silas G. Strong against said Thomas Robinson, Cornelius Ryckman, John Anderson, Charles Anthony, Isaac Williams & Stephen Strong that afterwards to wit, at the April Term of said Common Pleas of Union County Ohio, A.D. 1845, said Union County, said [illegible]; and such proceedings were for the had in said suit in Chancery, last-mentioned, that at the October Term A.D. 1845 of said Court of Common Pleas of Union County Ohio, the same was dismissed at the costs of said Silas G. Strong; and such proceedings were thereupon had under said judgment rendered as aforesaid in the Court of Common Pleas of said County of Clark, that on the 8th day of October 1846 at said Clark County an execution was issued out of the office of the Clerk of said Court directed to the Sheriff of said Union County, commanding him out of the goods and chattels lands and tenements of said Silas G. Strong to make the moneys due upon said judgment and said last-mentioned execution was on the 13th day of October 1846, at said Union County, delivered to William M. Robinson, then being Sheriff of said Union County, who afterwards, to wit, on the 24th day of October 1846, at said Union County, levied on certain Real estate situate in Mansville in said Union County, and belonging to said Silas G. Strong; and said last-mentioned execution was afterwards, to wit, at the ~~[illegible]~~ Term February 1847 of the said Court of Common Pleas of Clark County, at said Clark County, returned duly by Philip Snider then being Sheriff of said Union County without having sold said real estate; (said last mentioned execution by a clerical mistake recites and states said judgment to be for the sum of Twenty One hundred and thirty five dollars ~~and fifty five~~ cents damages and seven dollars and forty two cents costs, instead of the true amount of Twenty one hundred and thirty five dollars and thirty five cents damages and seven dollars and forty two cents costs;) and such proceedings were thereupon further had under said judgment that a certain writ of venditioni exponas, issued thereon out of said Court of Common Pleas of Clark County, was afterwards, to wit: on the 24th day of April 1849 at said Union County, delivered to said Philip Snider Sheriff as aforesaid, who afterwards, to wit, on the 29th day of June 1849, at said Union County, by virtue of said

venditioni exponas, and according to law, sold said real estate situate in Marysville in said Union County for the sum of twelve hundred dollars; and afterwards to wit, at the July Term A.D. 1849, of the said Court of Common Pleas of Clark county, at said Clark County, said Court of Common Pleas of Clark County confirmed said sale of said real estate, and ordered said Sheriff of Union County aforesaid out of the proceeds of said sale to pay the costs of said suit in which said sale was made, and also to pay out of said proceeds the sum of One hundred and sixteen dollars and forty five Cents then due for taxes upon said real estate, and also to pay the residue of said purchase money to said Doremus, Sugdam, and Nixon; and afterwards to wit, on the 6th day of October 1849 at said Union County, said Philip Snider Sheriff as aforesaid, by virtue of a writ of venditioni exponas then and there in his hands, lawfully issued under said judgment, legally sold a certain lot of 12, acres of land in said Union County, then and there held by a former levy under said judgment, unsold at the beginning of this suit, for two dollars per acre — and afterwards to wit at the October Term A.D. 1849 of said Court of Common Pleas of Clark County, said Court at said Clark County duly confirmed said last-mentioned sale, and ordered said Sheriff Snider out of the proceeds thereof to pay said Doremus, Sugdam, & Nixon $29.86 the amount of taxes paid by them on said tract of land during the pendency of their levy thereon, and also to pay out of said proceeds the costs of the writ under which said last-mentioned sale was made, and the costs accruing thereon, and that he should pay the residue of said purchase money to said Doremus, Sugdam and Nixon; and the Plaintiffs aver that there are no other goods and Chattels, lands and tenements of the said Silas G. Strong which can be subjected to the satisfaction of the residue of said judgment, said Philip Snider Sheriff as aforesaid having on the 15th day of March 1849, at said Union County, and after all of the aforesaid levies were made, returned a certain writ legally issued out of said Court of Common Pleas of Clark County upon said judgment, endorsed in part as follows: "No other goods or Chattels, lands or tenements found whereon to levy. Philip Snider Sheriff."

J M Groves &
R S Broom
ads
Thos C Downes & ors

Filed Febry 13. 1850
James Kirkland for Clk

(4)

~~X~~

807

James W Evans &
Robinson L Broom
vs
Thomas C Dunnuns
John M Nixon
Charles Anthony &
William W Stuck

Union Com Pleas
New Lum A.D 1849

In Debt.

And now comes the said James W Evans and Robinson L Broom impleaded with Alexander Pollock, and say that said plaintiffs ought not by reason of any thing in their amended declaration alleged to have or maintain their action aforesaid against them the said James W Evans and Robinson L Broom, because they say that said amended declaration, and the matters therein contained are not sufficient in law to maintain their action aforesaid; wherefore they pray judgment of said declaration, and that said plaintiffs may be barred of their action aforesaid.

Stanton & Clark
Attys for Defdts.

In Common Pleas

Thomas C. Lorenmoser et al

vs

James W. Evans
et al

Joinder in
Demurrer

Filed April 12th 1850
James Kirkwood for Clk

(5)

Alexander & Crum

Thomas C Lorenzo et als
for use &c
vs
~~Charles M Gwathney et al~~

In Debt.

And the said Thomas C Lorenzo, John M Nixon, Charles Anthony, and William W Steele, survivors of Cornelius R Snydam, say that their declaration aforesaid is sufficient in law to maintain their action aforesaid, and that they are ready to verify the same; wherefore they pray judgment and their debt, damages &c aforesaid to be adjudged to them.

By Alison & Lenox
Their Attys.

D W Evans v
Robert L Brown
ads

Thomas C Downs et al

Plea

Filed June 21. 1850
James Kirkpatrick clk

6

by Stanton & Lewis
Attys

1108

James W Evans &
Robinson L Broom
acts
Thomas C Downs
John W Kirpon
Charles Anthony &
William Steel

Union County Court
of Common Pleas
August Term
A.D. 1849.
In Debt.

And the said defenda=ants by Stanton &
Clark their Attorneys, now come and defend &c, say that there is not any record of the said supposed money in the first count of the said declara=tion mentioned, remaining in the said Court of Common Pleas for the County of Clark in the State of Ohio in manner and form as the said plain=tiffs in the said first count of their declaration has alleged, and this the said defendants are ready to verify, wherefore they pray Judgment if the said plaintiffs ought to have or maintain their aforesaid action against them,

2 And the said defendants for a further plea in this behalf by leave of the Court for that purpose first had and obtained, now come and defend &c and say that the said supposed writing obligatory in the first count of said declaration mentioned is not their deed and of this they put themselves upon the country, and the plaintiffs do the like.

3. And the said defendants for a further plea in this behalf by leave of the

Court for that purpose first had and obtained now come and say that the said plaintiffs ought not by reason of any thing in the first count of their declaration alleged to have or maintain their action against them, because they say that no decree was ever rendered against the said Silas G Strong ~~and the son~~ in favor of the said Thomas C Dorsey, John M Kirpon and Charles Anthony, for the amount of the said judgment, and interest and penalty due thereon, or any part thereof, in the said said in Chancery by the said Silas G Strong to enjoin said judgment, and ~~wherefore~~ this they are ready to verify wherefore they pray judgment if said plaintiffs by reason of any thing in said first count alleged ought to have or maintain their action aforesaid.

4 And the said defendants for a further plea in this behalf by leave of the Court for that purpose first had and obtained, now come, and say that the said plaintiffs ought not by reason of any thing in the first count of their declaration alleged to have or maintain their action aforesaid, against them the said defendants, because they say that they signed and sealed the said writing obligatory in said Count mentioned as securities for the said Silas G Strong and not otherwise, and the

defendants are that before and at the time of the commencement of this suit, execution was issued on the judgment in said Court mentioned, and had been ~~issued~~ levied on the lands and tenements of the said Silas G Strong more than sufficient to satisfy said judg=ment, and that said levy was still subsisting and undisposed of at the commencement of this suit, and this they are ready to verify wherefore they pray judgment if the said ~~defendants~~ plaintiffs ought further to have or maintain their action aforesaid.

5 And the said defendants for a further plea in this behalf by leave &c, say that the said plaintiffs ought not by reason of any thing in the first count of their declaration alleged to have or maintain their action aforesaid against the said defendants, because they ~~that~~ say that heretofore to wit, on the day of a writ of Fieri Facias was issued on the judgment in said count mentioned, from the Court of Common Pleas of Clark County directed to the Sheriff of said County of Union to wit at the County of Union, command=ing him of the goods & chattels of the said Silas G Strong he cause to be made the damages and costs aforesaid

and for the recovery thereof that he caused the same to be levied of the lands and tenements of the said Hilas G G Strong; And the said defendants further aver that afterwards to wit on the 19th day of June A.D. 1841, at the County aforesaid said writ of Execution came into the hands of said Sheriff, and that the said Sheriff then and there levied the same on a large stock of merchandise, the goods and chattels of the said Hilas G Strong more than ~~sat~~ sufficient to satisfy said damages and costs and accruing costs, and that said levy is still subsisting, and not in anywise seceded or vacated, and that said Judgment is fully satisfied, by said levy, and this they are ready to verify, wherefore they pray judgment if said plaintiffs ought further to have or maintain their action aforesaid.

6 And the said defendants for a further plea in this behalf by leave of the Court do say that the the said plaintiffs ought not by reason of any thing in the said first count of their declaration alleged, to have or maintain their action aforesaid against them the said defendants, because they say that after the recovery of the said Judgment in said first count mentioned, and before the commencement of this suit,

to wit on the first day of January A.D. 1844 at the County of Union, the said Silas G Strong paid and satisfied to the said plaintiffs the said sum of two thousand one hundred and thirty five dollars and thirty five cents, and the interest and costs that had then and there accrued thereon, in form aforesaid recovered against him, and this they are ready to verify wherefore they pray judgment if the said plaintiffs ought to have or maintain this action aforesaid.

7: And the said defendants for plea to the second and third counts in said declaration, now come, and say that they do not owe the said several sums of money in said counts demanded nor either of them nor any part thereof, and of this they put themselves upon the country and the plaintiffs do the like.

Stanton & Clark
Atty for Defendants.

Union Com Pleas

Thomas A Downs et al

vs

Jas W Evans et al

Replication

(7)

Filed August 12. 1850
Jno Kinkade Jr Clerk

No 11

Allison & Guy

Thomas C. Downs,
John M. Nixon,
Charles Anthony,
and William W. Steele,
Survivors of Cornelius R. Suydam,
vs.
James W. Evans,
Robson L. Broome,
and A. Pollock.

In Debt.

And the said Plaintiffs as to the said plea of the said James W. Evans and Robson L. Broome, herein firstly above pleaded, says that by reason of anything by the said James W. Evans and Robson L. Broome in that plea alleged they ought not to be barred from maintaining their aforesaid action thereof against the said James W. Evans and Robson L. Broome, because they say that there is such a record of the said Judgment remaining in the said Court of Common pleas of Clark County, in the State of Ohio, as they have above alleged; and this the said Plaintiffs are ready to verify by the said record, when, where, &c. and pray that an authenticated copy of said record may be seen, &c.

And the plaintiffs by allowance of the court for this purpose first obtained, for a further replication to the said plea of the said James W. Evans and Robson L. Broome herein fourthly above pleaded say that by reason of anything by the said James W. Evans and Robson L. Broome in said fourth plea alleged they ought not to be barred from maintaining their aforesaid action thereof against the said James W Evans and Robson L Broome, because they say that at the time of the commencement of this suit, there was not a subsisting levy upon ~~the~~ lands and tenements of the said Silas D. Strong sufficient to satisfy said judgment as is alleged in said plea. ~~and~~ of this they put themselves upon the Country, and the said Evans & Broome do ~~the~~ the like.

And the said plaintiffs by like leave of the court ~~as to the said plea~~ for a further replication to the said plea of the said James W Evans and Robson L Broome herein fifthly above pleaded say that by reason of any thing by the said Evans & Broome

in said fifth plea alleged, they ought not to be barred from maintaining their aforesaid action thereof against the said Evans & Broome because they say that it is not true that the said levy on said stock of merchandise the property of said Strong ~~two~~ is still a subsisting levy, and not in any wise set aside or vacated, as is alleged in said plea nor is it true that the said judgment was thereby fully satisfied as in said plea is alleged - And of all this the plaintiffs put themselves upon the Country, and the said Evans & Broome ~~doth~~ the like.

And the said plaintiffs by like leave of the Court for a further Replication to the said plea of the said James W Evans and Robson L Broome herein sixthly above pleaded, say that by reason of any thing by the said Evans & Broome in said sixth plea alleged, they ought not to be barred from maintaining their aforesaid action thereof against the said Evans & Broome because they say that the said Silas S Strong did not on the first day of January 1844 or at any other time pay or satisfy said judgment as is alleged in said plea - And this the plaintiffs are ready to verify; wherefore they pray judgment and the debt in said first Count mentioned together with their damages by them sustained on ~~occasion~~ of the detention thereof to be adjudged to them.

And the said plaintiffs, by like leave of the Court, as to the said plea of the said James W Evans and Robson L Broome by them thirdly above pleaded say, that the same, and the matters therein contained in manner and form as the same are above pleaded and set forth, are not sufficient in law, to bar or preclude them, the said plaintiffs from having or maintaining their aforesaid action thereof against them, the said James W Evans & Robson L Broome, and that they the said plaintiffs are not bound by law to answer the same. And this they the said plaintiffs are ready to verify. Wherefore, for want of a sufficient plea in this behalf, the said plaintiffs pray judgment, and their debt aforesaid, together

with their damages by them sustained on occasion of the ~~said breach~~ detention thereof, to be adjudged to them &c.

By Allison & Ausmy
Their Attorneys

said plea of the said James W. Evans and Robson L. Broom herein sixthly above pleaded, say that by reason of anything by the said Evans and Broom in said sixth plea alleged they ought not to be barred from maintaining their aforesaid action thereof against the said Evans and Broom, because they say that the said Silas G. Strong did not on the said first day of January 1844 or at any other time, pay or satisfy said Judgment as is alleged in said sixth plea — and of this they put themselves upon the country, and the said James W. Evans and Robson L. Broom do the like.

By Allison & Curry
Atty's for Plff's.

Union Cir. Pleas
Thomas C. Brooms
and Thos
vs.
James W. Evans
and Thos.
Amended Replication

8

Filed Nov. 22. 1850
Jos. H. Manch Clerk

Allison & Curry
Atty's.

Thomas C. Drennen,
John M. Nixon,
Charles Anthony and
William W. Steele
Survivors of Cornelius
R. Luydam
vs.
James W. Evans
Robson L. Broome
and A. Pollock

In Debt.

And the said Plaintiffs by allowance of the Court for that purpose first had and obtained for a further replication to the said plea of the said James W. Evans and Robson L. Broome herein fifthly above pleaded say that by reason of anything by the said James W. Evans and Robson L. Broome in said fifth plea alleged they ought not to be barred from maintaining their aforesaid action thereof against the said James W. Evans and Robson L. Broome because they say that after the said levy of said writ of fieri facias in said fifth plea mentioned upon said stock of merchandise of the goods and chattels of the said Silas C. Strong in said fifth plea mentioned, to wit, on the 20th day of August A.D. 1841. at said Union County, an allowance of an injunction to restrain, among other things all other and further proceedings under said writ was granted legally by John Capil, then an associate Judge of said Union County — and afterwards, to wit, on the 24 day of August A.D. 1841 said injunction bond was executed as in said declaration mentioned; and afterwards to wit, on the 24th day of August 1841 said William W. Steele then being Sheriff of said Union County as aforesaid relinquished and redelivered said stock of merchandise to said Silas C. Strong, and this they are ready to verify, wherefore they pray judgment and the debt in the said first Count mentioned together with their damages by them sustained on account of the detention thereof to be adjudged to them.

And the said Plaintiffs by like leave of the Court, for a further replication to the

Union Common Pleas

Thomas C. Dorenus et als. for use, &c.

vs.

Silas G. Strong et als.

Second Amended Declaration.

(9)

Filed May 22. 1851

James Kinkade Clerk

Sht. in Bryant & Stratton's adversary —

Demurrer as to the second special count sustained & overruled as to the first special count. Leave to dept. to plead — entered May 30/52 J. L. Tilden Judge pro tem

Allison & Cushing Atty's

The State of Ohio, } Court of Common Pleas,
Union County, SS. } August Term A. D. 1849.

Thomas C. Doremus, John M. Nixon, Charles Anthony, and William H. Steele, Survivors of Cornelius R. Duydam, Complain of James W. Evans, Robson L. Broome, and A. Pollock, (the sheriff of said County having returned "Not found" as to Silas G. Strong, against whom process in this case was also issued.) in a plea of debt, for that whereas heretofore, to wit: at the June Term A. D. 1841 of the Court of Common Pleas of Clark County in the State of Ohio, at said County of Clark the said Charles Anthony as the Assignee of the said Thomas C. Doremus John M. Nixon and Cornelius R. Duydam obtained a judgment against the said Silas G. Strong for the sum of two thousand one hundred and thirty five dollars and thirty five ~~dollars~~ cents damages, and seven dollars and forty two cents costs, in which judgment the said Thomas C. Doremus, John M. Nixon, and Cornelius R. Duydam had the beneficial and entire interest; and afterwards, to wit: on the 18th day of June A. D. 1841, at said County of Clark, a writ of execution called a fieri facias, (in which by a clerical mistake said judgment was recited as being a judgment for two thousand one hundred and thirty five dollars and fifty five cents damages and seven dollars and forty two cents costs) was issued out of the Office of the Clerk of said Court of Common Pleas of said Clark County, in due form of law, and under the seal of said Court; and the plaintiffs aver that the said judgment mentioned and recited in said writ was and is in fact the same judgment herein before mentioned which was recovered in said Court of Common Pleas of said Clark County at the June Term thereof A. D. 1841 by said Charles Anthony, assignee as aforesaid, against said Silas G. Strong, as aforesaid, and said writ was intended by said Clerk of said Court of Common Pleas of said Clark County to be issued and was in fact then and there by him issued upon said judgment so recovered as aforesaid by said Charles Anthony assignee as aforesaid against said Silas G. Strong, and was intended by said Clerk to be issued and was in fact by him then and there issued as aforesaid to recover and collect from said Silas G. Strong said sum of Two Thousand One Hundred and thirty five dollars and thirty five cents damages, and seven dollars and forty two cents costs, the true amount of said judgment in favor of said Charles Anthony, assignee as aforesaid, against said Silas G. Strong; and said writ was by said Clerk then and there directed to the Sheriff of Union County in said State; and afterwards, to wit: on the 19th day of June A. D. 1841, at said Union County, said writ was delivered to William H. Steele,

he then being Sheriff of said Union County; And said William W. Steele Sheriff as aforesaid, then and there levied said writ upon an entire stock of Merchandise belonging to said Silas G. Strong; and, said levy being pending and undisposed of, afterwards, to wit, on the 20th day of August 1841, at said Union County, said Silas G. Strong prepared his bill in Chancery against said Thomas C. Hoemes, John M. Nixon, Cornelius R. Snydam, Charles Anthony, and William W. Steele, praying, among other things, for the allowance of a writ of injunction to restrain the said Thomas C. Hoemes, John M. Nixon, Cornelius R. Snydam and Charles Anthony from collecting said Judgment against said Silas G. Strong, and to restrain said William W. Steele sheriff as aforesaid from in anywise proceeding with said execution to collect said Judgment against said Silas G. Strong; and the said Silas G. Strong then and there, (it being in the vacation of the said Court of Common Pleas of said Union County) presented said bill in Chancery to John Cassil then being one of the Associate Judges of said Court of Common Pleas of said Union County, for the purpose of obtaining his allowance of said injunction; and said John Cassil, Judge as aforesaid, then and there allowed said injunction so prayed for as aforesaid, and then and there ~~all~~ endorsed his allowance thereof upon the back of said bill in the words and figures following, to wit: "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 and security to the defendants in the sum of Twenty five Hundred Dollars, conditions according to law. John Cassil, Associate jdg. Court Common Pleas Union County Ohio August 20th 1841;" and afterwards, to wit, on the 23rd day of August 1841, at said County of Union said Silas G. Strong files in the office of the Clerk of the Court of Common Pleas of said Union County Ohio his said bill in Chancery having upon the back thereof the said endorsement of the allowance of said injunction by said John Cassil judge as aforesaid; and thereupon afterwards, to wit: on the 24 day of August 1841, at said Union County, the said Silas G. Strong, James W. Evans, Robson L. Broome, and A. Pollock made and executed their certain writing obligatory, bearing date on the said 24 day of August A. D. 1841, sealed with their seals and now to the Court here shown, whereby the said Silas G. Strong, James W. Evans, Robson L. Broome, and A. Pollock acknowledged themselves to be held and firmly bound unto the said Thomas C. Hoemes, Cornelius R. Snydam, John M. Nixon, ~~and~~ Charles Anthony, and

William W. Steele in the sum of Twenty five Hundred Dollars, to be paid to the said Thomas C. Doremus, Cornelius R. Snydam, John M. Nixon, Charles Anthony, and William W. Steele on demand, which said Writing Obligatory was and is subject to a certain condition thereunder written whereby after reciting ~~after reciting~~ that whereas the said Silas G. Strong had obtained the allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a judgment ~~injunction~~ obtained in the Court of Common Pleas in and for the County of Clark and State of Ohio by the said Charles Anthony as assignee of the said Thomas C. Doremus, Cornelius R. Snydam, and John M. Nixon, partners in trade, at the June Term of said Court of Common Pleas of said Clark County, A.D. 1841 for the sum of twenty one hundred and thirty five dollars and fifty five cents damages and seven dollars and forty two cents costs until the matter thereof could be heard in equity, it was provided that if the said Silas G. Strong should pay all monies and costs then due or to become due from him the said Silas G. Strong in said judgment at law, and all moneys and costs which should be decreed against the said Silas G. Strong in case the said injunction should be dissolved, then said obligation should be void, otherwise to remain in full force and virtue in law; and said plaintiffs aver that said amount of said judgment was by a clerical mistake stated in said writing obligatory to be twenty one hundred and thirty five dollars and fifty five cents damages and seven dollars and forty two cents costs, and the judgment expressly intended to be recited in said bond or writing obligatory was and is said judgment of Two thousand One Hundred and Thirty five Dollars and Thirty five Cents damages and Seven Dollars and forty two cents costs recovered as aforesaid by said Charles Anthony assignee as aforesaid, against said Silas G. Strong; And the said Silas G. Strong, James W. Evans, Robert L. Broome and A. Pollock then and there signed and delivered said bond to James H. Gill then and there being Clerk of said Court of Common Pleas of Union County Ohio, as such clerk, as a good and sufficient injunction bond and security to said Thomas C. Doremus, Cornelius R. Snydam, John M. Nixon, Charles Anthony, and William W. Steele; and the said James H. Gill Clerk as aforesaid then and there accepted and approved the same for the purpose aforesaid, and then and there

placed the same on the files of said Court of Common Pleas of said Union County for the use and security of said Thomas C. Dorenus, Cornelius R. Snyder, John M. Nixon, Charles Anthony and William W. Steele; and the said William W. Steele Sheriff as aforesaid then and there delivered up said entire stock of Merchandise to said Silas G. Strong; and afterwards, to wit, at the September Term A. D. 1841 of said Court of Common Pleas of said Clark County, at said Clark County, said William W. Steele Sheriff as aforesaid returned said execution to said Court of Common Pleas of said Clark County endorsed as follows: "Rec.d this execution June 19th 1841 Levied upon Silas G. Strong' entire stock of goods, for description see inventory hereto attached and made a part of this return June 28th 1841 further proceedings stayed by writ of injunction Aug. 24th 1841. Wm W. Steele Sheriff." And such proceedings were further had in said suit in Chancery last mentioned that at the October Term A. D. 1845 of said Court of Common Pleas of Union County Ohio the same was dismissed at the Costs of said Silas G. Strong; and such proceedings were thereupon had under said Judgment rendered as aforesaid in the Court of Common Pleas of said Clark County that on the 8th day of October A. D. 1846, at said Clark County, an execution was issued out of the Office of the Clerk of said Court, in due form of law, and under the seal of said Court, directed to the Sheriff of said Union County, commanding him out of the goods and chattels lands and tenements of said Silas G. Strong to make the Moneys due upon said Judgment; and said last mentioned execution was on the 13th day of October 1846 at said Union County, delivered to William ~~W. Steele~~ M. Robinson then being Sheriff of said Union County, who afterwards, to wit: on the 24th day of October A. D. 1846, at said Union County, levied on the said certain Real estate situate in the Town of Marysville in said Union County and belonging to said Silas G. Strong; and said last mentioned execution was afterwards, to wit: at the February Term A. D. 1847, of the said Court of Common Pleas of said Clark County, at said Clark County, returned duly by Philip Snider, then being Sheriff of said Union County without having sold said real estate; and the plaintiffs aver that said last mentioned execution recites by a clerical mistake the amount of said Judgment as being Twenty One hundred and thirty five dollars and fifty five cents, damages and Seven dollars and forty two cents Costs, and said last-mentioned execution was by said Clerk of said Court of Common Pleas of said Clark County intended to be

issued and was by him in fact issued upon said Judgment for Two thousand One hundred and thirty five dollars ~~and~~ thirty five cents damages and Seven dollars and forty two cents costs in favor of said Charles Anthony assignee as aforesaid, against said Silas G. Strong; — And such proceedings were thereupon further had under said Judgment that a Writ of Venditioni Exponas issued thereon out of said Court of Common Pleas of Clark County was afterwards to wit: on the 24th day of April 1849, at said Union County, delivered to said Philip Snider Sheriff as aforesaid, who afterwards to wit: on the 29th day of June 1849, at said Union County, by virtue of said Venditioni Exponas, and according to law sold said Real estate situate in said Marysville in said Union county for the sum of Twelve Hundred Dollars; and afterwards to wit: at the July Term A. D. 1849 of the said Court of Common Pleas of Clark county, at said Clark County said Court of Common Pleas of Clark county confirmed said sale of said Real estate, and ordered said Sheriff of said Union County aforesaid out of the proceeds of said sale to pay the costs of said suit in which said sale was made, and also to pay out of said proceeds the sum of One hundred and Sixteen dollars and forty five cents then due for taxes upon said real estate, and also to pay the residue of said purchase money to said Doremus, Seydam and Nixon; And the plaintiffs aver that in said Venditioni Exponas said ~~amount~~ Judgment was by a clerical mistake recited to be for the sum of, ~~Twenty~~ Two thousand One hundred and thirty five dollars 55 cents damages and the sum of Seven dollars 42 cents costs of suit, and said Venditioni Exponas was by said Clerk of the Court of Common pleas of Clark County intended to be issued and was by him in fact issued upon said Judgment of Two thousand One hundred and thirty five dollars and thirty five cents damages and Seven dollars and forty two cents costs recovered as aforesaid by said Charles Anthony assignee as aforesaid, against said Silas G. Strong; that afterwards to wit on the 6th day of October 1849 at said Union County said Philip Snider Sheriff as aforesaid, by virtue of a certain other Writ of Venditioni exponas then and there in his hands, lawfully issued, out of said Court of Common Pleas of said Clark county upon said Judgt in favor of said Charles Anthony assignee as aforesaid against said Silas G. Strong, legally sold a certain lot of land of One hundred and twenty one acres in said Union County (then and there held by a former levy under said Judgment) for two dollars per acre; and afterwards to wit, at the October Term A. D. 1849 of of said Court of Common Pleas of Clark County, at said

Clark County, duly confirmed said last-mentioned sale, and ordered said Sheriff Snider out of the proceeds thereof to pay said Doremus, Suydam, and Nixon $29.86 the amount of taxes paid by them on said lot of land during the pendency of their levy thereon, and also to pay out of said proceeds the costs of the writ under which said last-mentioned sale was made, and the costs accruing thereon, and that he should pay the residue of said purchase money to said Doremus, Suydam, and Nixon; and the plaintiffs aver that there are no other goods and chattels, lands and tenements of the said Silas G. Strong which can be subjected to the satisfaction of the residue of said Judgment, said Philip Snider Sheriff as aforesaid having on the 15th day of March 1849, at said Union County, after all of the aforesaid levies were made, returned a certain writ legally issued out of said Court of Common Pleas of Clark county (and which was by the Clerk of said last-mentioned Court intended to be issued and was by him in fact issued upon said Judgment) endorsed in part as follows: "No other goods or chattels, lands or tenements found whereon to levy. Philip Snider Sheriff."

And the plaintiffs aver that there is still due and unpaid of said judgment against said Silas G. Strong Two thousand Dollars.

By means whereof, and by force of the statute in such case made and provided an action hath accrued to the said plaintiffs to demand and have of and from the said Defendants the said sum of Twenty five hundred dollars in said bond mentioned;

And also for that whereas heretofore to wit at the June Term A. D. 1841 of the Court of Common Pleas of Clark County in the State of Ohio, at said County of Clark the said Charles Anthony as the assignee of the said Thomas C. Doremus, John McNixon and Cornelius R. Suydam obtained a certain other Judgment against the said Silas G. Strong for the sum of Two thousand One hundred and thirty five dollars and thirty five cents damages and seven dollars and forty two cents costs in which said other Judgment said Doremus, Nixon, and Suydam had the beneficial and entire interest; and afterwards to wit, on the 18th day of June A. D. 1841, at said County of Clark, a certain other writ of execution called a fieri facias, in which by a clerical mistake said other judgment was recited as being a judgment for Two thousand One hundred and thirty five dollars and fifty five cents damages and seven dollars and forty

two cents costs was issued out of the office of the clerk of said Court of Common Pleas of said Clark county in due form of law, and under the seal of said Court; and the Plaintiff's aver that the said judgment mentioned and recited in said other writ was and is in fact the same other judgment herein before mentioned which was recovered in said Court of Common Pleas of said Clark County at the June Term thereof A. D. 1841 by said Charles Anthony, Assignee as aforesaid, against said Silas C. Strong, as aforesaid, and said other writ was intended by said Clerk of said Court of Common Pleas of said Clark county to be issued, and was in fact issued by him, then and thereupon said other judgment so recovered as aforesaid by said Charles Anthony, assignee as aforesaid against said Silas C. Strong, and was intended by said Clerk to be issued and was in fact by him then and there issued as aforesaid to recover and collect from said Silas C. Strong said sum of Two thousand one hundred and thirty four dollars and thirty five cents damages and seven dollars and forty two cents costs, the true amount of said other judgment in favor of said Charles Anthony, assignee as aforesaid, against said Silas C. Strong; and said other writ was by said Clerk then and there ~~intended~~ directed to the Sheriff of Union County in the State of Ohio; and afterwards, to wit, on the 19th day of June A. D. 1841 at said Union County said other writ was delivered to William W. Steele, he then being Sheriff of said Union County; and said William W. Steele Sheriff as aforesaid then and there levied said other writ upon an entire stock of other merchandize belonging to said Silas C. Strong; and said said levy upon said other entire stock of merchandize being pending and undisposed of, afterwards to wit, on the 20th day of August A. D. 1841 at said Union County, said Silas C. Strong preferred his other bill in Chancery against said Thomas C. Dorsey, John M. Nixon, Cornelius Ryndam, Charles Anthony, and William W. Steele, praying among other things for the allowance of a writ of injunction to restrain said Thomas C. Dorsey, John M. Nixon, Cornelius R. Ryndam and Charles Anthony from collecting said other judgment against said Silas C. Strong, and to restrain said William W. Steele Sheriff as aforesaid from in any wise proceeding with said other execution to collect said other judgment against said Silas C. Strong; and said Silas C. Strong then and there, (it being in the vacation of said Court of Common Pleas of said Union County) presented said other bill in Chancery to John Caple then being one of the Associate Judges of said Court of Com

mon Pleas of said Union County, for the purpose of obtain-
-ing his allowance of said other writ of injunction; and
said John Capil, Judge as aforesaid, there and then allowed
said injunction so prayed for as last aforesaid, and then and
there entered his allowance thereof upon the back of
said other bill in Chancery in the words and figures fol-
-lowing to wit, "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 and security to the defen-
-dants in the sum of Twenty five Hundred dollars, conditions
according to law. John Capil, Associate Judge. Court Common
Pleas Union County Ohio August 20th 1841;" and afterwards
to wit on the 23d day of August 1841 at said County of Union,
said Silas G. Strong filed in the Office of the Clerk of the
Court of Common Pleas of said Union County Ohio his
said last mentioned bill in Chancery, having upon the back
thereof the said last mentioned indorsement of the allow-
-ance of said last mentioned injunction by said John
Capil Judge as aforesaid; and thereupon, afterwards
to wit on the 24th day of August 1841 at said Union
County the said Silas G. Strong, James W. Evans,
Robson L. Broome and A. Pollock made and executed
their certain other writing obligatory, bearing date on the
said 24th day of August A. D. 1841, sealed with their
seals and now to the Court here shown, whereby the said
Silas G. Strong, James W. Evans, Robson L. Broome, and
A. Pollock acknowledged themselves to be held and
firmly bound unto the said Thomas C. Dorsey, Cornelius
R. Ruydam, John M. Nixon, Charles Anthony, and
William W. Steele in the sum of Twenty five Hundred
dollars to be paid to the said Thomas C. Dorsey, Cor-
-nelius R. Ruydam, John M. Nixon, Charles Anthony
and William W. Steele or order, which said other writing
obligatory was and is subject to a certain condition there-
-unto written whereby after reciting that whereas the
said Silas G. Strong had obtained the allowance of an in-
-junction in the Court of Common Pleas of the County of Union
and State of Ohio to stay all further proceedings upon a
judgment obtained in the Court of Common Pleas in and for
the County of Clark and State of Ohio, by the said Charles
Anthony as assignee of the said Thomas C. Dorsey
Cornelius R. Ruydam and John M. Nixon, partners in
trade, at the June term of said Court of Common Pleas of
said Clark County A. D. 1841 for the sum of Twenty One
Hundred ~~Dollars~~ and thirty five dollars and fifty five
cents damages and seven dollars and forty two cents

costs, until the matter thereof could be heard in equity, it was provided that if the said Silas G. Strong should pay all monies and costs then due or to become due from him the said Silas G. Strong in said judgment at law and all monies and costs which should be decreed against the said Silas G. Strong in case the said injunction should be dissolved then said obligation should be void, otherwise to remain in full force and virtue in law; And said plaintiffs aver that the said amount of said last mentioned judgment was by a clerical mistake stated in said ~~writing~~ other writing obligatory to be Twenty One Hundred and thirty five dollars and fifty five cents damages and seven dollars and forty two cents costs, and the judgment officially intended to be recited in said other bond or writing obligatory was and is said other judgment for Two thousand One Hundred and thirty five dollars and thirty five cents damages and seven dollars and forty two cents costs recovered as aforesaid by said Charles Anthony assignee as aforesaid against said Silas G. Strong; And the said Silas G. Strong, James W. Evans, Robson L. Broome, and A. Polbock then and there signed and delivered said other bond to James H. Gill then and there being Clerk of said Court of Common Pleas of Union County Ohio, as such Clerk, as a good and sufficient injunction bond and security to said Thomas C. Drennan Cornelius R. Runyan, John McNixon, Charles Anthony, and William W. Steele; and the said James H. Gill Clerk as aforesaid then and there accepted and approved the same for the purpose aforesaid, and then and there placed the same on the files of said Court of Common Pleas of said Union County for the use and security of the said Thomas C. Drennan Cornelius R. Runyan, John McNixon, Charles Anthony, and William W. Steele; and the said William W. Steele Sheriff as aforesaid then and there delivered up said other entire Stock of Merchandise to said Silas G. Strong; and afterwards, to wit, at the September Term A. D. 1841 of said Court of Common Pleas of said Clark County, at said Clark County, said William W. Steele Sheriff as aforesaid returned said other writ of execution to said Court of Common Pleas of Clark County endorsed as follows: "Rec.d this execution June 19th—'41 Levied upon Silas G. Strong's entire Stock of goods, for description see inventory hereto attached and made a part of this return June 28th 1841 further proceedings stayed by writ of injunction Aug. 24th 1841. Wm W. Steele Sheriff." And the plaintiffs aver that there is still due and

unpaid of said other Judgment against said Silas G. Strong two thousand Dollars, and that there are no other goods ~~and~~ chattels, lands or tenements of the said Silas G. Strong out of which the same can be made.

By means whereof and by force of the Statute in such case made and provided an action hath accrued to the said Plaintiffs to demand and have of and from the said Defendants the said sum of twenty five hundred Dollars in said other bond mentioned.

And also for that whereas the said Defendants on the first day of July 1849 at said County of Union were indebted to the said Plaintiffs in Twenty Four Hundred Dollars for the price and value of goods then and there sold and delivered by said Plaintiffs to said Defendants at their request;

And in Twenty Four Hundred Dollars for Money then and there had and received by the said Defendants for the use of the Plaintiffs;

Yet the said Defendants though often requested, have not nor has ~~the~~ either of them paid the said several sums of Money nor either of them nor any part thereof to the said Plaintiffs, but to pay the same or any part thereof have hitherto wholly neglected and refused, and still do neglect and refuse. All which is to the damage of the said Plaintiffs of four hundred Dollars. And therefore they sue, &c.

By Allison & Curry,
Their Attorneys.

D W Evans & Robson
L Brooms
ads
Thomas C. Dorsey et als

Demurrer & Plea

(10)

Filed June 27. 1857
James Kirkwood Jr Clerk

AD 9

AD 12

James W Evans &
Robinson L Broom
vs
Thomas C Dozemus
John M Nixon, Charles
Anthony, & William
W Steele, Surviving

Union Cond of
Common Pleas
August Term 1849.

The said James W
Evans & Robinson
L Broom, by Stanton
& Clark their Attorneys
now come, and say that the plaintiffs
ought not by reason of any thing in the
first and second Counts of their second
amended declaration aforesaid, to have
or maintain their action aforesaid, because
they say that said Counts are not
sufficient in law to maintain their
action aforesaid; whereof they pray
judgment and that their costs may be
adjudged to them.

And the said defendants as to
the other Counts in said declaration,
they now come, and say that they do
not owe the said several sums of
money in the said Counts mentioned
nor either of them nor any part thereof,
and of this they put themselves
upon the Country and the plaintiffs
do the like.

Stanton & Clark
Attys for Defdts.

recovery said judgment in said first Count mentioned and ~~had~~ before the commencement of this suit to wit on the first day of January A D 1844 at the County of Monroe the said Silas J. Strong paid and Satisfied said ~~Judgment~~ plaintiff the sum of two thousand one hundred and thirty five Dollars and thirty four Cents & the interest and costs that had accrued thereon in form aforesaid recovered against him and this they are ready to put themselves upon the Country and the plaintiffs do the Like &c

Stanton & Clark
Attys for Defendants

Filed to this
amended Dec

Filed July 13 1852
James Larren Clerk

(11)

by Stanton
& Clark Attys
for Plff

James W Evans
Robinson L Brown
ads
Thomas C Doremus
John McNixon
Charles Anthony &
W M Steel

Union County Court of
Common Pleas June Term
AD 1852

And the said defendants by Stanton & Clark their attorneys, now comes and defends &c (to their last amended declaration) say that there is not any record of the said supposed recovery in the first count of their said amended declaration remaining in the said court of Common Pleas for the County of Clark in the State of Ohio in manner and form as the said plaintiffs in the first count of their amended declaration has alleged and this the said defendants are ready to verify wherefore they pray judgment if the said plaintiffs ought to maintain their aforesaid action against them

2 And the defendants for a further plea in this behalf say that the said supposed writing obligatory in the first count of said amended declaration mentioned is not their deed of this they put themselves upon the country and the plaintiffs do the like

3 And the said defendants for a further plea in this behalf say that the plaintiffs ought not by reason of anything in the first count of their last amended declaration alleged to have or maintain in their action against them because they say that no decree was ever rendered against the said Silas G Strong in favor of the said Thos C Doremus, John McNixon & Charles Anthony for the amount of the said judgment and interest and penalty due thereon, or any part thereof, in the

In the Said Suit in Chancery by the Said Sila-s G Strong to enjoin Said judgment and this they are ready to verify wherefore they pray judgment if Said plaintiffs by reason of anything in Said first count alleged ought to have or maintain their action aforesaid,

4 And the Said defendants for a further plea in this behalf, now comes and say that the Said plaintiffs ought not by reason of anything in the first count of their declaration alleged to have or maintain their action aforesaid, against them the Said defendants because they Say they Signed and sealed the Said writing obligatory in Said count mentioned as sureties of the Said Silas G Strong and not otherwise and the defendants aver that before and at the time of the commencement of this Suit execution was issued on the judgment in Said County mentioned, and had levied on lands and tenements of the Said Silas G Strong more than sufficient to satisfy Said judgment and that the Said Levy was still subsisting and undisposed of at the commencement of this Suit and this they are ready to verify wherefore they pray judgment if the Said plaintiffs ought further to have or maintain their action aforesaid

5 And the Said defendants for a further plea in this behalf say that the Said plaintiffs ought not by reason of any thing in their first count of their amended declaration alleged to have or maintain their action aforesaid against the Said defendants because they say that heretofore on the 18th day of June A D 1841 a writ of fieri facias was

issued on the judgment in said court of Com
Pleas of Clark county, directed to the she
riff of ~~Union~~ said county of Union to wit ~~of the~~
~~County of Union and the Sheriff of said~~
~~the said Thos. Sewel said writ~~ in the stat
aforesaid commanding him of the goods and ch
attels of the of the said Silas J. Strong he cause
to be made the damages and costs aforesaid
and for the want thereof that he cause the
same to be levied of the lands and tenemen
ts of the said Silas J. Strong, And the said
defendants further aver that afterwards to
wit on the 19th day of June A D 1841 at the
County aforesaid said writ of Execution came
into the hands of said Sheriff and that the sa
id Sheriff then and there levied the same on
a large stock of merchandise of the goods
and chattels of the said Silas J. Strong more
than sufficient to satisfy said ~~judgment~~
Damages and Costs and that the said
levy is still subsisting, and not in anyw
ise satisfied or vacated and that sai
d judgments is fully satisfied by said levy
and this they are ready to verify wherefor
they pray judgment if the plaintiffs ought fu
rther to have or maintain their action
action aforesaid

6 And the said defendant for a fur
ther plea in this behalf say that the sa
id plaintiffs ought not by reason of any
thing in said first count of their amended
Declaration alleged, to have or maintain
their action aforesaid against them the said
defendants because they say that after

from maintaining their aforesaid action thereof, against the said Evans & Broome, because they say that it is not true that the said levy, on the said stock of merchandize the property of said Strong, is still a subsisting levy and not in any wise set aside or vacated as is alleged in said plea, nor is it true that the said judgment was thereby fully satisfied as in said plea is alleged, and of all this the plaintiffs put themselves upon the Country, and the said Evans & Broome do the like.

~~By Allison & Curry Attys for Pltff~~

And the said plaintiffs by allowance of the Court for that purpose first had and obtained for a further replication to the said plea of the said Evans & Broome fifth above pleaded say that by reason of any thing by the said James W Evans and Robson L Broome in said plea alleged, they ought not to be barred from maintaining their aforesaid action thereof against the said James W Evans and Robson L Broome, because they say that after the said levy of said writ of fieri facias in said plea mentioned upon said stock of merchandize of the goods and chattels of the said Silas G Strong in said plea mentioned, to wit, on the 20th day of August A.D. 1841 at said Union County, an allowance of an injunction to restrain, among other things all other and further proceedings under said writ was granted by John Cassil then an Associate Judge of said Union County, and afterwards, to wit, on the 24th day of August A.D. 1841 said injunction bond was executed as in said declaration mentioned, and afterwards, to wit, on the 24th day of August 1841 said William W Steele then being Sheriff of said Union County as aforesaid relinquished and delivered said stock of merchandize to said Silas G Strong and this they are ready to verify, wherefore they pray judgment &c.

By Allison & Curry attys for Pltff.

Union Com Pleas
Thomas & Lorenzo et al
vs
James W Evans et al
Replication
Filed March 22 1843
Jacob Clark
Clerk

No 13

Allison & Curry

Thomas C Greene et als
for &c.

vs

~~Silas J Strong~~ et als
James W Evans &
Robson L Broome

In Union Com Pleas.
In Debt.

Replication to special Pleas to second Amended Declaration

And the said plaintiffs as to the 1st plea of the said defendants last filed herein say that, by reason of any thing by the said defendants in that plea alleged, they ought not to be barred from maintaining their aforesaid action thereof against the said Evans & Broome because they say that there is such a record of the said judgment remaining in the said Court of Common Pleas of Clark County, in the State of Ohio, as they have above alleged; and this the said plaintiffs is ready to verify by the said record, when where &c. and prays that an authenticated copy of said record may be seen &c

And the said plaintiffs as to the ~~said~~ plea of the said defendants thirdly above pleaded say that the same is not sufficient in law.

And the said plaintiffs as to the ~~said~~ plea fourthly above pleaded, say that by reason of any thing by the said defendants in said plea alleged they ought not to be barred from maintaining their aforesaid action thereof, against the said defendants because they ~~say~~ that at the time of the commencement of this suit there was not a subsisting levy, upon lands and tenements, of the said Silas J Strong, sufficient to satisfy said judgment as is alleged in said plea, and of this they put themselves upon the country, and the said Evans & Broome do the like.

And the said plaintiffs as to said plea fifthly above pleaded, by the said Evans & Broome say that by reason of any thing by the said Evans & Broome in the said fifth plea alleged, they ought not to be barred

Union Com Pleas

Emanuel B Groom
vs
Joseph Lipon
et al

Summons

Filed March 22 1853
James Turner Clerk

1014

X

Stanton Clerk

James W Evans & Robinson L Broom
vs
Thomas C Downing's
and others

Union Cond Pleas

Demurrer

And now
come the said
James W Evans & Robinson L Broom
and say that the plaintiffs ~~they~~ ought not by
reason of any thing in their second
replication of the plaintiffs to the
fifth special of the said defendants
to have or maintain their action
aforesaid, because they ~~said~~ say
that the said replication, and the
matters therein contained, ~~and~~
in manner and form as the same
are pleaded, are good and sufficient in law to
answer the said fifth plea of the
defendants, ~~which~~ and this they
are ready to verify; wherefore they
pray Judgment, and that the said
replication may be quashed.

Stanton & Clark
Atty for Defts.

Civil/Domestic Case File

Case No. 1849-CV-0042

No. 49-CU-42

Union Common Pleas Court

Samuel Kerr
Plaintiff,

against

Application for Insolvency Law
Defendant.

NOV TERM 1849

Journal 4 Page 266

Record No. 5 Page 504

Ex. Doc. Page

Law No. 51.

Samuel Kerr

Application &c.

Recorded

Samuel Kerr
Application for
the Insolvent Law

Filed August 14. 1849
James Kirkpatrick p. CR

Copy of the Record. Schedules, inventory, and oath of Samuel Kerr an applicant for the benefit of the act for the relief of insolvent debtors

June 2. 1849. This day came Samuel Kerr, who is in custody of Philip Snider Sheriff of Union County Ohio, and made application to me James M. Wilkinson Master Commissioner in Chancery (there being no Commissioner of Insolvents in said County,) for a certificate to Exempt his body from liability to imprisonment for debt. and thereupon delivered to me a schedule in writing of all debts by him owing specifying the names of the persons to whom due &c together with questions and answers as required by law, and also his affadavit, together with an assignment of a lot of books as all of his property belonging to him at this time being satisfied that the applicant has delivered up all his money and property, and has committed no fraud by disposing of any money or property and that the application has not been made to remove his body out of the jurisdiction of the Court, He was not required by me to give bond and thereupon I gave to said applicant a certificate Exempting his body from imprisonment for debt as provided for by the Law for the relief of insolvent Debtors.

July 31. 1849. Advertised in the Argus notice that a copy of the record and papers in this case would be returned to the Court of Common Pleas on the 14th day of August AD. 1849.

July 31. 1849 Advertised notice of sale of the books delivered to me to be made on the 15th day of August AD. 1849 by publication in the Argus

Copy of Schedule of Debts owing by Samuel Kerr
June 2. 1849

Mary Ann Leeper. a judgment in the Court of Common Pleas of Union County Ohio for $150.00 and costs of suit, in said Court.

John Butterfield note for - - - - - - - - $86.05

J. O. Baker Amt not known

D. W. Silver Bond 17.00

The foregoing is a true and accurate schedule of all debts owing by me, according to the best of my knowledge and belief.

June 2, 1849 (Signed) Samuel Kerr

A Copy of "questions and answers reduced to writing by the Commissioner,

Questions put by said Commissioner, and answers by the Applicant.

Question. What are your Circumstances at this time.

Answer I am insolvent - and under arrest.

Question. What is the situation of your property

Answer. I have none but a few school books at my Mothers residence in Milford Centre,

Question. What are the Causes which occasioned your insolvency.

Answer. In part they are caused by the expenses that necessarily accrued in the Study of Medicine and in part by the suit and judgment against me in the Court of Common Pleas of Union County Ohio at the May Term thereof - A.D. 1849

A Schedule of all property of every kind and description real and personal in possession, remainder or reversion to which I Samuel Kerr have any claim or demand.

One Geography and Atlas
One Grammer (Kirkhams)
One Hale's History of the United States (3 Vols.)
One English Reader
One Bible.
One Baxters Saints Rest
The foregoing is a true and accurate inventory of all my property as stated above.

Samuel Kerr

I Samuel Kerr, do hereby assign all my right title and interest to the above named property to James M. Wilkinson Master Commissioner of the Court of Common Pleas. of Union County, and State of Ohio. This 2nd day of June A.D. 1849.

Samuel Kerr,

Copy of Oath.

I Samuel Kerr, do swear that I was not arrested, nor am I now in Custody of an Officer, at the suit of Mary Jane Seeper by any collusion or combination with the said Mary Jane Seeper or with any other person; that I have delivered up and assigned to the Master Commissioner in Chancery of the Court of Common Pleas of the County of Union and State of Ohio as commissioner of Insolvents all the property that I have or claim any title to, or interest in that the Schedules and inventory of any property rights and credits by me made, contain, as far as I know or believe a full description of all my property, rights, credits and claims in possession, remainder or reversion (the necessary wearing apparel of myself Excepted) and also all my bonds, notes, contracts in writing, and other contracts in which I am beneficially interested and that I have delivered

the same to the commissioner; and also my books of account and all written evidences of my right or title to any property what=soever: and that I have not, directly or indirectly, at any time sold, conveyed, or disposed of for the use of any person, any money or property, debt right or claim, or intrusted the same to, or with any person, thereby to defraud my creditors, or any of them, or to secure the same, so that I, or my heirs, or any other person, shall receive or expect any profit, or advantage therefrom

(Signed) Samuel Kerr

Sworn to and Subscribed before me this 2nd day of June AD 1849

James M. Wilkinson Master
Commissioner of Chancery

Fees, Schedules, Inventory, Record &c		90
Certificate		25
Advertising 2 notices		1.00
Copies		90
		$ 3.05
Recd June 2, 1849, of applicant		2.00
		$1.05

I do hereby certify that the foregoing is a true copy of the Record, Schedule, Inventory, Assignment and oath made in the aforenamed application, under the act intitled An act for the relief of Insolvent debtors, as taken by me at the day and date aforesaid

Given under my hand this 14th day of August AD. 1849

James M. Wilkinson Master
Commissioner in Chancery

Samuel Kerr -
Applicants for the
benefit of the insolvent

Filed August 15. 1849
James Kinkaid Cl

Recorded

J. C. Dougherty
Clerk for petitioner

To the Honourable The Judges of the court of Common pleas within and for the County of Union and State of Ohio in Chancery sitting.

Respectfully represent unto your honors your Orator Samuel Kerr of the County of Union and state of Ohio that in or about the second day of June Eighteen hundred and forty nine did make application to the commissioner of insolvents of the County of Union aforesaid and that your Orator further represents ~~that~~ unto your ~~Orator~~ honors that he did then and there give up all property Monies and credits for the benefit of his Creditors in accordance with the statutes in such cases made and provided and did receive his certificate from the commissioner And your Orator further Represents unto your honors that Notice has been given in accordance with statutes regulating application for insolvency And your Orator further asks and prays your honors to grant relief in accordance with said act of the statutes in such cases and that your honors will grant a final certificate of insolvency and such other and further relief as to your honors shall seem fit

J C Dought solicitor for petitioner

Certificate of Insolvency
and return of Sheriff
in case of Saml Kerr

Filed June 2, 1849
James Knitkadu p clerk

I James M. Wilkinson Master Commissioner of the Court of Common Pleas of the County of Union and State of Ohio as Commissioner of Insolvents do hereby certify that Samuel Kerr has this day complied with the law for the relief of Insolvent Debtors. That he has made the requisite affidavit, Schedule of his debts and an inventory and delivery of said property as required by Act. and this application has been made pur=suant to the Eighth Section of said Law. But was not required by me to give bond. and therefore none was given.

Given under my hand this second day of June A.D. 1849

James M. Wilkinson
Master Commissioner

I certify the above to be a true copy of a certificate presented to me by the above named Samuel Kerr

Philip Snider Sheriff

By order of the Judges of the Court of Common Pleas of Union County in Session June 2nd 1849 I took into my Custody Samuel Kerr who applied for the benefit of the Insolvent Act, and having received a certificate ~~from~~ thereof having complied with the requisition of said act. and in obidience to such certificate I discharged the person therein named Fees - service 35

Philip Snider Sheriff

Samuel Kerr
Inventory and
Assignment of property

A Schedule of all property in Possession

A Schedule of all property of every kind and description real and personal in possession remainder or reversion to which I Samuel Kerr have any claim or demand.

One Geography and Atlas, One Grammer (Kirkhams)
One Hale's History of the United States, (I think)
One English Reader.
One Bible. "The Baxters Saints rest"

The foregoing is a true and accurate inventory of all my property as stated above

Samuel Kerr

I Samuel Kerr do hereby assign all my right title and interest to the above named property to James M'Wilkinson Master commissioner of the Court of Common Pleas, of Union County and state of Ohio. This 2nd day of June A D 1849

Samuel Kerr

Samuel Kerr
Insolvent
Proof of Publication

Filed August 15. 1849
James Kirkpatrick for Mr

State of Ohio
Union County } ss

NOTICE is hereby given that on the 2nd day of June, 1849, Samuel Kerr made application for the benefit of the act for the relief of insolvent debtors, a copy of the schedule, inventories, oath, and examination of said applicant, and a copy of the record of the commissioner in the case, will be filed with the Clerk of the Court of Common Pleas of Union county, Ohio, on the 14th day of August, 1849, being the first day of the next term of said Court.

JAMES M. WILKINSON,
Master Commissioner of said court.
July 31, 1849. n9w2

PUBLIC SALE.—I will offer for sale on the 15th day of August, 1849, at 10 o'clock, a. m., a small lot of books the property of Samuel Kerr, an applicant for the benefit of the act for the relief of insolvent debtors.

J. M. WILKINSON,
Master Commissioner in chancery.
July 31, 1849. n9w2

D W English makes solemn oath that the notices hereto attached were published in the Ohio a newspaper published and generally circulated in the County of Union for fifteen days immediately succeeding the 31 of July 1849

Printers fee $2.00

D. W. English.

Sworn to and subscribed before me this 15th day of August 1849 J. M. Wilkinson J.P.

Samuel Kerr

Schedule of Debts &c

Schedule of Debts owing by Samuel Kerr June 2, 1849.

Mary Jane Seiper. a judgment in the Court of Common Pleas of Union County Ohio for $150.00 and costs of suit, in said Court

John Butterfield. Note for ——— $56.00

J. O. Baker and not known

D. H. Silver. Bond 17.00

The foregoing is a true and accurate schedule of all debts owing by me according to the best of my knowledge and belief

June 2. 1849. Samuel Kerr

Questions and answers reduced to writing by the Commissioner. Questions put by said Commissioner and answers by the Applicant.

Question. What are your circumstances at this time

Answer. I am insolvent - and under arrest

Question. what is the situation of your property

Answer, I have none, but a few school books at my Mothers residence in Milford Centre.

Question. What are the causes which occasioned your insolvency,

Answer. In part they are caused by the Expenses that necessarily accrued in the study of Medicine, and in part by the suit ~~against me~~ and judgment against me in the Court of Common Pleas of Union County Ohio at the May Term thereof A.D. 1849

Samuel Kerr

Samuel Kerr
Insolvent Debtor

Filed August 15, 1849
James Kirkpatrick clerk

August. 15. 1849

This day I sold the books assigned to me by Samuel Kerr an insolvent debtor agreeably to the act for the relief of insolvent debtors as follows to wit

Title of Book.	Purchasers names	Price at which sold
One Geography & atlas	Levin Griffen	$00. 18¾
One English Reader	John Griffith	" 10
One History of the United States	Thomas Peacock	37½
One Life of Sir Walter Raleigh	William Gabriel	15
One Baxters Saints Rest	Thomas Peacock	30
One Bible	J. M. Danforth	25
		$1, 36¼

Having previously advertised the same fifteen days in the Argus and Union County Advertiser

James M Chilkinson Mas. Com.
in Chancery

Civil/Domestic Case File

Case No. 1849-CV-0043

No. 49-cv-43

Union Common Pleas Court.

J. Stokes & Co

Plaintiff,

AGAINST

Albert M Hathaway

Defendant.

AUG TERM 1849

JUDGMENT VS DEFENDANT

Journal 4 Page 235

Record No. 5 Page 446

Ex. Doc. 1 Page 556

J Stokes & Co

v

Albert M Hathaway

—

Transcript on scire fac

—

Filed Aug 14, 1849
James Kirkpatrick clerk

The Clerk will issue scire facias returnable forthwith
Aug 16 1849
Comm & Burnett Attys

Recorded

Cost bill
Recd

Recorded

Comm & Burnett Attys

S Stokes & Co.
vs
Albert M Hathaway

debt -	$ 44 75
Summon	12½
Satisfact -	10
Judgment -	12½
Execution -	25
Transcript -	31
Constables fees	
on Summon -	30
on Execution	40

Note filed thereupon I issued a Summons June 28th 1849 for appearance on the third day of July 1849 at 1 OC P.M.
Summon returned indorsed Served by reading on the 29th day of June 1849.
Fees Travel 20 Service 10 (30)
June 30th 1849 Saml Balinger Const.
July 3rd 1849 1 OC P.M. Defendant failed to appear Judgt. by default on a note as follows
One day after date for value Recd. I the Subscriber of Liberty Township Union County promise to pay S Stokes & Co. or bearer forty two dollars & Eighty Cents
Signed Albert M Hathaway
Interest being calculated it appears there is due plaintiff forty four dollars & seventy five Cents Therefore Judgment is rendered against defendant for forty four dollars & seventy five Cents debt & the costs Taxed at sixty five cts.
Execution issued 5th day of July 1849 delivered to Balinger Co.
Execution Returned indorsed No property found to make the within debt August 4th 1849 Fees Travel 20 Service 20
(40)
Saml Balinger Const.

State of Ohio Union County ss
I do hereby Certify that the foregoing is a true Copy of the proceedings had by & before me in the above Cause
M H Wadhams J P for
Liberty Township Union Co.

It is suggested to me that the defendant has lands & Tenements
M H Wadhams J P

Union Com. Pleas

J. Stokes & ux

vs

Albert M. Hathaway

Levi Facias

Filed August 17. 1849

James Buchanan Clk

Comm's Fees Paid

Served this writ August 17. 1849 by leaving a certified copy thereof at the residence of the within named Albert M. Hathaway.

Fees = mileage 65

Service 35

copy 20 = $1.20

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of Said County Greeting:

V. Stokes Vs. On the 3rd day of July 1849 recovered a judgment before M. H. Wadhams. One of the Justices of the Peace within and for the said County of Union for the Sum of Forty four Dollars and Seventy five Cents Debt and Sixty five Cents costs of Suit, against Albert M Hathaway. Upon which said Judgment an Execution was Issued by the said M H Wadhams and returned no property found whereon to Levy, but the Defendant is possessed of real Estate Subject to his debts as to us appears by a transcript of 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 Albert M Hathaway 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 James Kirkade Jr Clerk of our said Court of Common Pleas at Marysville the 14th day of August AD 1849.

James Kirkade Jr Clerk

No. 556

J. Stokes & Co
vs
Albert M. Hathaway

Debt $44.75
Costs 1.61
Int from July 3/49 4.80
Cost Costs
Int from Aug 17/49 1.71
Increase costs 41
Writ

Filed May 28. 1850
Pltff's Reach for CR

Received

Corin Wakeman
Pltff Atty

Received this writ December 15th 1849. Advertised the within described property for Sale in the case of Wm. S. Garrison & Co vs Albert M. Hathaway by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for 30 days previous to the day of Sale in pursuance of said notice on the 27th day of May A.D. 1850 between the legal hours of ten O'clock A.M. and four O'clock P.M. I offered the within described for Sale by public auction at the door of the Court house in Marysville not sold for want of bidders.

Fees = mileage 5
Service 35
advertising 25
half of Printers fees $1.75 = $2.40

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Albert M Hathaway, to wit. Albert M Hathaways. undivided interest in the following described real estate to wit: Situate in the County of Union being part of Survey No 3444. begining at a stake and Stone N.E. corner to Miles and William Flinns land: thence N. 7¾. E. 115½ poles to two beeches and a sugar. S.E. corner to James Gaston. thence with his line. N. 82¼. W 150 poles to 3 beeches. in the west line of said Survey. thence with said S. 7¾ W 115½ poles to two ashes and Elm N.W. corner of said Flinns land: thence with their line S 82¼. E 150 poles to the begining: Containing 107½ acres. Subject to widows dower in 45 acres off the South side of said described real estate —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy J Stokes Ulo

the sum of Forty four ——— dollars and Seventy five cents for thin Debt ——— for ~~damages~~, together with $1.61 ——— for thin costs, with interest thereon from the 3rd day of July A.D. 1849 until paid, which late in our said Court the said J Stokes Ulo

also $4.80 costs and interest from Aug 17th 1849

recovered against the said Albert M Hathaway. an award of Execution for the Debt and costs aforesaid

as of record is manifest. Also, $1.71 ——— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kinkade for, Clerk of said Court at the Court House in Marysville, this 15th day of December A.D. 1849

James Kinkade for Clerk.

2 - 556

Union Com Pleas

J. Miles & Co
vs
Albert M. Hathaway

Debt $44.75
Costs - part " .65
subsequent cost " .76
Costs in court 4.80
Writ " .41

Filed November 21. 1849
Saml. Millikin Clk

Decreed

Filed Jan 1850

Comm. to Sheriff

Received this writ September 15th 1849. Levied October 12th 1849 upon Albert M. Hathaways undivided interest in the following described real estate. to wit; Situate in the County of Union. being part of Survey No. 3444. Begining at a Stake and Stone N.E. Corner to Niles and William Flinn's land, thence N. 7¾. E 115¼ poles to two beeches and a sugar, S.E. corner to James Gaston, thence with his line N. 82¼ W. 150 poles to 3 beeches in the west line of said survey; thence with said line S 7¾. W. 115¼ poles to two Ashes and Elm N.W. corner to said Flinns land thence with their line S. 82¼ E. 150 poles to the begining, containing 107¼ acres. subject to Widows dower in 45 acres off the South side of said described real estate. Levied upon subject to a levy mad on an execution Wherein Wm S. Jamison & Co is Plaintiff and Albert M. Hathaway is defendant. had the same appraised same day by the oaths of Levi Rea, David Reyner and James Orahood, at $8.00 per acre. and delivered to the Clerk of the Court a certified copy of the appraisment advertised the same to be sold on the 20th day of November A.D. 1849. by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. and on said 20th day of November 1849 between the hours of ten O.clock. A.M. and four O.clock. P.M. I offered the same for sale by public Auction and not sold for want of bidders. Fees= mileage 60
Service 35
Levy 35

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;

Whereas, J. Stokes & Co on the 3rd Day of July 1849; before M H Wadhams Esquire, One of our Justices of the Peace within and for the County of Union recovered a judgment against Albert M Hathaway for Forty four Dollars and Seventy five Cents Debt; and Sixty five Cents Costs of suit; And Whereas afterwards upon an certain writ of Scire Facias in that behalf; to wit, on the 17th day of August AD 1849, in our Court of Common Pleas, within and for the said County of Union, and by the judgment of the same Court, it was considered that Execution be awarded from the said Court of Common Pleas against the said Albert M Hathaway upon the judgment aforesaid for the Debt — and Costs aforesaid and also for the Sum of Seventy Six cents subsequent Costs in the Court below, and Also that the said J Stokes & Co recover against the said Albert M Hathaway, his costs in that behalf expended taxed to four Dollars and Eighty cents Whereof the said Albert M Hathaway is Convicted as appears by record, Therefore we Command you that of the goods and Chattels and for want thereof then of the lands and tenements of the said Albert M Hathaway in your bailiwick you cause to be made the Debt and costs aforesaid with interest on the Debt and costs of suit from the 3rd Day of July AD 1849, and on the remainder of the costs, from the 17th day of August AD 1849, until paid, and also the costs that may accrue and have you the said moneys before our said Court of Common Pleas, on the first Day of their next Term to render unto the said J Stokes & Co, and have you then there this writ.

Witness James Kinkade Jr Clerk of our said Court of Common Pleas at Marysville the 15th Day of September AD 1849

James Kinkade Jr Clerk

557

Union Com. Pleas

Ralph Clark for &c
vs
William H. Rasey,
Samuel Sharp
William R. Dromell &
John S. Rasey

Debt	$666..54
Damage	4.44
Costs	2..56
Writ	..41
	$673.95
Int	6.17
	$680.12

This execution is satisfied in full
May 27. 1850
S. Brush
Atty for Plff

Filed May 27. 1850
James Kirkpatrick p clk

S. Brush Atty

Recorded

THE STATE OF OHIO, UNION COUNTY, SS: Franklin Ohio

To the Sheriff of ~~Union~~ County, Greeting:

WHEREAS, at the Court of Common Pleas of the County of Union aforesaid, begun and held at the Court House in the town of Marysville, on the twentieth — day of November A.D., 1849 Ralph Clark, for the use of Clark, Work & Co. recovered against William H. Rarey, Samuel Sharp, William R. Darnell and John S. Rarey.

as well as the sum of Six hundred and ~~Sixty~~ Six dollars and fifty four cents for his — debt, as the sum of four — dollars and forty four cents, for his — damages, as also the sum of $ 2 56/100 for his — cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William H. Rarey, Samuel Sharp, William R. Darnell and John S. Rarey — you cause to be made the debt, damages and costs aforesaid, with interest thereon from the twentieth day of November A.D., 1849, until paid; also the sum of $ — 44 cents the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Ralph Clark for &c

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 20th — day of November A.D., 1849.

James Kinkade Jr Clerk.

Filed Sept 13. 1849
D Newhall Jr Clk

J Stokes & Co
vs
Hathaway

Sci fa
Order for execution at Aug
Term 1829

Filed fi fa & not Found

Sept 12 1829

Wm F Burnett Atty
of Defft

To Clk Union Com Pleas —

issued

Ackes & Co.
vs
A. M. Hathaway

Sci. Fa.
Issue Exe

Corrin Burnett &
Corrin

Clerk Univ Ct. Pleas
Bd. 22nd 1849.

Civil/Domestic Case File

Case No. 1849-CV-0044

No. 49-cv-44

Union Common Pleas Court.

Walter Marshall
Plaintiff,

AGAINST

John M Robinson
Defendant.

NOV 1849

Judg vs Defendant.

Journal 4 Page 270

Record No. 5 Page 5-14

Ex. Doc. Page

Law No. 55.

Walter Marshall
vs
John M Robinson

Costs Bill made
Record.

Recorded

NOV 1849

Uncontested

Walter Marshall
vs
John M Robinson
Pres in assumpsit

File 2 August 14. 1849
James Knittacker clerk

Walter Marshal
vs
John M Robinson

In Assumpsit, Damages.
$240-Dollars-

Issue A Summons Returnable forthwith, Endors. suit brought.

An Note of hand, given by Defendant, to Plaintiff or order two hundred- And twelve Dollars- and fifty cents, Dated on the 29th day of March. 1847- and- due on or before the first day- of April 1848,- with an endorsement of thirty Dollars- dated June. 13th 1848, also for goods- sold- and- Delivered- Money had- and received- for work- and labour done for land- sold- to the Defendant-

J C Doughty att for Plaintiff

To the Clerk of Union common pleas. August 11th 1849

Filed Nov 25, 1848
Thos Moore Clk

June 13. The
1848 $50 Paid on
the within Note

$212 $\frac{50}{100}$ On or before the first day of April 1848
I promise to pay to Wallar Marshal or order the
sum of two hundred and twelve dollars and fifty cents
for value received this 29th day of March 1847

John M Robinson

Union Com Pleas

Walter, Marshall
vs
John M Robinson

Sum in assumpsit

Filed August 18. 1849
James Kirkpatrick Clk

"Suit brought on Note of hand given by Defendant to Plaintiff or order two hundred and twelve dollars and fifty cents. Dated on the 29th day of March 1847. and due on or before the first day of April 1848. with an endorsement of thirty dollars dated June 13th 1848. Also for goods sold and delivered. money had and received. for work and labour done for land sold to the Defendant.

F. E. Doughty, atty for Plaintiff

Served this writ August 18. 1849. by leaving a certified copy thereof at the residence of the within named Defendant.

Fees= mileage 55
service 35
Copy 15= $1.05

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon John M Robinson

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof,~~ Forthwith to answer unto

Walter Marshall

in a plea of Assumpsit,

damages Two Hundred & Forty Dollars

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 14th day of August A.D., 1849

James Kinkade Jr Clerk.

Wallace Marshal
vs
John M Robinson
in Common pleas

Dec

Filed September 25, 1819
James Kincaid for Clk

Recorded

J C Dunlap Att
for plaintiff

State of Ohio } In Union Common
Union County } ss pleas August Term AD 1849.

Waller Marshal, Complains of John M Robinson, in a plea of Assumpsit for that whereas. the said John M Robinson on the twenty ninth day of March AD 1847, at Union County aforesaid made his promissory Note in writing and delivered, the same, to the said Wallar Marshal, and thereby promised, to pay, to the said Wallar Marshal or order Two hundred, and Twelve Dollars and fifty Cents, on or before the first day of April AD 1848, next after the date, of said Note, Upon which said promissory Note, there is an endorsement of thirty Dollars. dated June 13th AD 1848, which period, has now elapsed and the said John M Robinson. then and there in consideration of the premises promised, to pay. the amount of said Note to the said Waller Marshal, According. to the tenor and effect thereof, Yet the said John M Robinson hath disregarded his promise and hath not paid the said sum of money. to the Damage of the said Wallar Marshal. Two hundred and forty Dollars And thereupon he brings suit

By J & ~~Doughty his Att~~

And also for that whereas. the said John M Robinson on the second, day of April AD 1848. at the County of Union was indebted to the said Wallar Marshal. in Two hundred and forty Dollars. for the price and value of good then and there sold. and delivered. by the Plaintiff to the Defendant at his Request And in Two hundred and forty 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 Two hundred and forty Dollars. for Money. then and there lent by the Plaintiff to the Defendant. at his request. And in Two hundred and forty Dollars. for the price and value of land then and there sold. by the Plaintiff to the Defendant at his Request And whereas. the Defendant afterwards on the first day of August. AD 1849 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 Damages. of the Plaintiff Two hundred and forty Dollars. and thereupon he brings suit

By J & Doughty his Att

Civil/Domestic Case File

Case No. 1849-CV-0045

No. 49-CV-45

Union Common Pleas Court.

R E Case

Plaintiff,

AGAINST

Nathan Brown

Defendant.

MAY TERM. 1850

JUDGMENT VS DEFENDANT

for costs

Journal 4 Page 306

Record No. No Record. Page

Ex. Doc. Page

R E Case
vs
Martin Brown

This transcript 31 pp

Filed August 14, 1849
James Kirkpatrick clerk

Cost Bill made
No Record

R. C. Case
vs
Martin Brown

Debt $19.12
Justice fees
Summons - 12½
Subpoenas 45½
One Do - 12½
Swearing Witness 24
Judg. 25
Satisfaction 10

Constable fees 90

Witness fees $3.00

Suit brought on Book account as per bill of particulars filed

June 22nd 1849 By order of the plaintiff Summons issued Made returnable June 28th 1849 at 1 O'clock P.M.
On Aplication of the plaintiff Same day issued subpoena for Wilson Brown and William Walley
Since by Order of the plaintiff issued subpoenas for Leroy Hays and Amos Beach June
June 23rd 1849, On Aplication of Deft issued Subpoena for William Webb.
Subpoena issued for J. L. Falkner
On day of trial
Summons returned in due time served by reading to Defendant June 23. 1849

June 28th 1849 P.M. the parties attended Witnesses all pressant
Sworn and trial had Whereupon it is considered by me that the plaintiff in the action recover a Judgment in against the Defendant to the amount of Seventeen dollars and Sixty Two cts together with cost of Suit taxed at five dollars & thirty two cts the cost of one Witness subpoened by the plaintiff and not examined taxed to the plaintiff which is eighty cts

I certify this to be a correct copy of the proceedings had by and before me in the above case

John Hutchinson J.P.

In the action of R. E. Cases
against Martin Brown & James Brown
do acknowledge myself bail for the appellant
in the sum of fifty dollars to be levied on my
goods & chattles lands and tenements in case
the appelant should be condemned in the action
and shall fail to pay the condemnation money
and cost that have accrued & may accrue in
the Court of common pleas

Signed James his + mark Brown

Taken signed and acknowledged on the 29th
day of June AD 1845 before me

John Hutchison J.P.

Filed Nov. 16. 1849
James Kirkpatrick Clk

Rufus E Case
vs
Martin Brown

In Union Common Pleas

Issue a subpoena for the following witnesses for Plaintiff John Hutchison Amos Beach & Mr Walley & Wilson Brown to appear on the 4th day of the next Term of our court Nov 16th 1849

Stanton & Clark Attys for Plff

Case
vs
Brown

Agreement

Filed May 27, 1850
Jas Kirkpatrick pr MR

Rufus E Case
vs
M W Brown

in Common pleas
Union Co Ohio

Parties met & settled the above Case
by Defendant paying plaintiff Eighteen
dollars & each party paying their own
Costs Dated May 9th 1854

R. E. Case
M W Brown

Filed May 16. 1850
Pa Ski. Nad & e R

R E Case
vs
Martin Brown

May 16th AD 1850

Issue a subpoena in this case
returnable on the second day of our next of Court
for John Hutchison Amos Beachop William Walley
Wilson Brown & Leroy Hays

by Stanton & Clark Atty for Plff

RE Case
vs
Martin Brown

Lease

Filed September 10, 1847
James Kirkpatrick Clk

Copied

State of Ohio } In Union Common Pleas
Union County } August Term
A D 1849

This suit is brought into court by an appeal from the docket of John Hutchinson a Justice of the peace in and for the Township of Millcreek Union County Ohio
And thereupon Rufus E. Case who sued before the Justice by the name of R E Case complains of Martin Brown in a plea of assumpsit for that whereas the said Martin Brown on the first day of June Eighteen Hundred and Forty Nine at the county of Union was indebted to the said Rufus E Case in Nineteen Dollars Twelve cents for the price and value of goods then and there bargained and sold by Plaintiff to Defendant at his request
And in Nineteen Dollars Twelve cents for the price and value of goods then and there sold and delivered by Plaintiff to defendant at his request
And in Nineteen Dollars Twelve cents for price and value of work then and there done and Materials for the same provided by Plaintiff for the defendant at his request
And in nineteen Dollars Twelve cents for moneys then and there lent by Plaintiff to Defendant at his request
And in nineteen Dollars Twelve cents for money then and there paid by Plaintiff for the use of Defendant at his request
And in nineteen Dollars Twelve cents for money found to be due from the Defendant to plaintiff on an account then and there stated between them
And whereas the defendant afterwards on the Eighth day of June A D 1849 in consideration of the premises then and there promised to pay the said

several sums of money to the plaintiff at his 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 in
fifty Dollars and thereupon he brings his suit

by Stanton & Clark his Attys

Filed Nov. 26. 1849
James Rin Made p CR

Rufus E Case
vs
Martin Brown

In Union Common Pleas
November Term AD 1849

And the plaintiff, as to the plea of said defendant above pleaded, and whereof he has put himself upon the country doth the like

by Stanton & Clark Attys for Plff

Union Com Pleas

Rufus G. Case
vs
Martin Brown

Sub for wits

Filed Nov. 21, 1849
L. Mitchell Rudolph Clk

Served this writ personally upon the within named John Hutchison Amos Beach Jr and William Walley. Wilson Brown not found. Novr 19. 1849

Fees = mileage 60
service 37½

Philip Snider Sheriff
By Wm Wells Deputy

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON

John Hutchisson. Amos Beach Jr. Wm Walley and Wilson Brown.

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ Fourth day of next term, at ~~ten~~ nine o'clock, A.M., to testify and the truth to speak on behalf of Rufus E Case

in a certain controversy in said Court depending, wherein

Rufus E. Case is Plaintiff, and Martin Brown

is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

James Rinkade Jr

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House aforesaid, this 16th day of November A.D., 1849.

James Rinkade Jr Clerk.

Bill of
Particulars

Martin Brown to R. E. Cox Dr

1848)	August 31st	To one Bridle —	$3.00
	Do 31	To one Hatter —	62
	Sept. 16th	To one Saddle —	
		By Brother Wilson —	$14.00
	Do. 17th	To one Girth per Wilson	25
	Dec. 25th	To one Hatter —	$1.25
			19.12

Filed Nov 17. 1869
J. Hunt Radcliffe Clk

R & Case
vs
Martin J. Brown } in case Plea
the clerk will issue
~~Subpoenas~~ subpoenas for the following witnesses
for Defendant. William Webb. ~~John~~
~~Hutchinson~~
Nov 17. 1849. H. Brown

Union Com. Pleas

R E. Lease
vs
Martin Brown
Suit for costs

Filed May 27. 1850
James Kirkpatrick CR

Delivered this writ personally upon John Hutchison May 15, 1850
Jas. Wm. Philips Union Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Hutchisson, Amos Beach Jr William Walley, Wilson Brown and Leroy Hays & Harry Price

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the Second day of next term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of R E Case

in a certain controversy in said Court depending, wherein R E Case

is Plaintiff, and Martin Brown

is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 17th day of May A. D., 1850

James Kinkade Jr Clerk.

Union Com. Pleas

R. E. Case
vs.
Martin Brown

Plea de

Filed Nov. 21. 1849
Jas Kuckandy Clk

Union County. Com. Pleas November Term 1849

R. D. Case
vs. } Appeal.
Martin Brown

And the sd Martin Brown by Powell & Buck his attorneys comes and defends &c and says that he did not undertake & promise in manner & form as the sd Plaintiff has above complained against him and of this he puts himself upon the Country &c.

And for a further plea in this behalf by leave of the Court &c the sd defendant says that the sd Plaintiff ought not to have or maintain his sd action because he says that as to all of the sd causes of action in the sd declaration mentioned except as to the sum of three dollars and sixty two and a half cents he says that he did not undertake & promise in manner & form as the Plaintiff has above complained against him and of this he puts himself upon the Country &c. And as to the sd sum of $3.62½ cents part of the sum claimed in the sd declaration mentioned he says that he the sd defendant after the making of the sd promises in the sd declaration mentioned and before the commencement of this action to wit, on the first day of June A.D. 1849 at the sd County of Union, tendered the sd sum of $3.62½ cents to the sd Plaintiff who then & there refused to receive the same; and the sd defendant further says that he, from the time of making of the sd ~~promises~~ tender as to the sd last mentioned sum of money hitherto always has been and is still is ready to pay the same to the sd Plaintiff; and now here brings the same into Court ready to pay to the sd Plaintiff if he will accept the same; and this he is ready to verify; Wherefore he prays &c.

Powell & Buck Defts. Attys.

Civil/Domestic Case File

Case No. 1849-CV-0046

No. 49-CW-46

Union Common Pleas Court.

Albert Galloway, Plaintiff,

AGAINST

Wm Bethard, Defendant.

JUN TERM 1852

Discontinued

Journal 5 Page 102

Record No. 6 Page 214

Ex. Doc. A Page 110

Union Court Plers

John Clar & Dem

Albert Galloway

a Ejectment-

Richard Roe - John

Guy Lenant -

Comment Rule & Plea

Filed. August 15. 1809

James Kirkpatrick p clerk

John Law Ex Dem
Albert Galloway
v
Richard Roe - John
Guy Lessee -

3

In Ejectment -

And the said John Guy comes and confesses the Lease, Entry, and Ouster, in the said Declaration mentioned, and admits himself to be in the possession of the Lands and Tenements in said Declaration mentioned, and for Plea says that he is not guilty of the trespass and Ejectment in said Declaration alleged against him, and of this he puts himself upon the Country, and the said Lessor Law doth the like

Thos J R Emack

& Charles Sweetser
Ats Attys

Filed Sept 6. 1849
James Kirkpatrick & Ux

To Messrs Allison & Carey. Attys for Albert Galloway.

I have made arrangements with Ann Ownby Executrix, Charles Neal Esqr to commence the Survey in the Ejectment of Galloway vs Beasthands, Guy Chalmers, under the order of June Court. of last Term, On the 10th of September next. at Co. Cobb I wish you would hand file this notice with the Papers and direct your Clerk to fill up the blanks as to time in the order, and forward to me, in order that I may give it to Mr Neal.

Yours truly

Wilmington August 29th 1849

Charles Tunstall
Atty for Beasthands
Chalmers & Guy.

Union Com. Pleas

John Doe Ex Dem
Albert Galloway
vs
Richard Roe

Order of survey &c

Filed Oct 25. 1849
James Buckalew clerk

It is ordered that instead of the Sheriff
make the order for the County Surveyor of
Columbia, he make the same, duly to be executed
by a fully Qualified person with the Law
Sentence Jan 1850 — Charles Smith
Atty for Defendants
Adams & Gamble Attys
for Plaintiff

Union Com. Pleas.
Aug. Term 1849.

John Doe Ex Dem
Albert Galloway
vs
Richard Roe

In Ejectment.

On application to the Court. It is Ordered that William Bethard, Alexander Bethard, John Columber, and John Guy, be made Defendants herein in the place of the now Defendant Richard Roe, and that said Defendants have leave to make seperate defence by entering into the common consent rule and filing their seperate plea which is accordingly done.

It appearing to the Court that said Albert Galloway is a non resident of Union County, It is further Ordered that he enter security for costs to the satisfaction of the Clerk, within thirty days from the rising of this Court, Or in default that this Cause stand dismissed.

On motion and it appearing that a portion of the land effected by the Ejectment lies within the County of Delaware. It is further Ordered that Charles Neil, Esquire, County Surveyor of Delaware County, On the day of and lay off the same as either party shall require, and return four fair plats, and report thereon to the next Term of this Court, together with the testimony of each witness as may be brought before him by either of the parties, touching the lines and corners of the land in controversy.

And Cause Continued.

The State of Ohio Union County ss.

I, James Kirkade Clerk of the Court of Common Pleas, within and for the County of Union and State of

Ohio. So hereby Certify that the foregoing Entry is truly taken and Copied from the Journal of Said Court. of the Term of August A.D. 1849.

Witness my hand and Seal of Office at Maysville the 6th Day of September A.D. 1849

James Kirkade Jr Clerk.

Survey No. 15469. of two hundred and thirty five acres in the name of Albert Galloway. Situate in Union County and bounded and described as follows Vizt.

begining at a hickory ash and black Oak northwest corner to John Grahams Survey No. 3007 and in the line of Galloways Survey No 15468. thence with Galloways line north 10° W 94 poles to a stake. north east corner to said Galloways Survey and in the line of Robert Means Survey No. 5501. thence with said Means line and course thereof north 80° East 400 poles to a stake in the line of John Grahams Survey No 3008. thence with said Grahams line South 10° East 94 poles to two ashes and two sugartrees South west corner to his said Survey and north East corner to said Grahams Survey No 3007 thence with the line of said Survey No 3007 South 80° West 400 poles to the begining

The above is a correct description of the Lands in controversy in the foregoing Case.

James Kirkade Jr Clerk.

Union Com Pleas

John Slee & Glen
Albert Galloway
vs
William Bethard et al

Sub for cts

Filed April 14, 1857
W. H. Rudy clerk

Rec'd Served this Writ by Reading to the
within named Defendants April 14 1857
Fees Mileage 30
Serv 25
William L. Mulle Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

William Richey and William Bowen

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the first day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of Albert Galloway in a certain controversy in said Court depending, wherein John Ilo Ex Ilow Albert Galloway is Plaintiff, and William Bethard and others are Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 12th day of April A. D., 1851

James Kinkade Jr Clerk.

Macon Com Plea

Attachment & Garn

Albert Galloway

vs

William Richardson

Defendants

Filed June 30th 1851

Thos M Nicholson Clk

Served this writ June 27th 1851 By Reading to the
Named William Pickey Alexander R Bowen
Alford J. Wilkins

Served this writ June 27th 1851 By reading to the
Within named Alexander R Bowen and
Alford J. Wilkins Served upon William Pickey
June 30th 1851 Fees Mileage 30
Serv 37½
67½

William C Mann Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William Richey
Alexander R. Bowen and
Alfred F. Wilkins ——

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of John Doe Ex Dem Albert Galloway in a certain controversy in said Court depending, wherein John Doe Ex Dem Albert Galloway is — Plaintiff, and William Bethard & others are Defendants; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 26th day of June A. D., 1857 James Kinkade Jr Clerk.

Galloway
vs
Bethard

Filed July 1, 1851
Michael Pfeiff C.

Served this writ by reading to the within named
James Simpson James Eton Jesse Laird and
Mathew Bonner July 1st 1851

Fees Mileage 5-
Serv 50
5-5-

William C Mace Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon James Simpson, James Eaton, Jesse Said, and Matthew Bonner

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville. ~~on the~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.,~~ to testify and the truth to speak on behalf of William Bethard et als in a certain controversy in said Court depending, wherein John Doe Ex Dem Albert Galloway is Plaintiff, and William Bethard et als is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this first day of July A. D., 18 51

J Kinkade p Clerk.

Galloway
v
Bethard

Filed July 1. 1851
D Kirkpatrick Clk

Galloway v Pettus

Lessee Sub^a fa Jas Simpson
Jas Eaton, Jesse Said Matthew
Bonner.

Sow Vanden
for Deft

Filed July 1. 1857
J. Mc Kadoo Clerk

Fallowed
B. Stewart

Served this writ by reading to the within
named William B Irwin July 1st 1857

Fees Mileage 35
Serv 12
45

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William B. Irwin

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville. ~~on the~~ forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of John Doe Ex dem Albert Galloway in a certain controversy in said Court depending, wherein John Doe Ex dem Albert Galloway is Plaintiff, and William Bethard et als are Defendant: and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this first day of July A. D., 1857

James Kinkade Jr Clerk.

Minor Court Plaintiffs

John Lee & Wife -

Albert Galloway

& Effectment

Richard Rae Williams

Bertrand Tennant -

Consent Rule Filed

Filed August 15. 1849

James Kirkpatrick clk

John Doe Ejt &c
Albert Galloway —
vs
Richard Roe William
Beathard. Tenant —

In Ejectment

And the said William Beathard comes and confesses the lease entry and Ouster in the said Declaration mentioned. and admits himself in the possession of the Lands and tenements in said Declaration discribed; and for plea says. that he is not guilty of the Trespass and Ejectment in said Declaration alledged against him and of this he puts himself upon the Country — And the said John Doe doth the like

By J. R. Swan &c

Charles Sumner His Attys

Messrs. William Beathard, Alexander Beathard, John Culumber, and John Guy:

I am informed that you are in possession of, or claim title to, the premises in this declaration mentioned, or to some part thereof, and I being sued in this action as a casual ejector, and having no title to the said premises, do advise you to appear at the next Term of the Court of Common Pleas within and for the County of Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Richard Roe.

Dated August 2d 1849.

Union C.P. Common Pleas.

John Doe, ex. dem. Albert Gallaway

vs.

Richard Roe.

William Beathard et als Tenants in Possession

Declaration

Filed August 10, 1849
Jonas Kirkpatrick Clerk

Allison & Conn
Attys for Pltff.

On the 2nd day of August A.D. 1849 I did personally serve William Beathard, Alexander Beathard, John Culumber and John Guy tenants in possession of the premises in the within declaration mentioned, or of part thereof, each with a true copy of the within declaration and notice, and at the same time acquainted the said William Beathard, Alexander Beathard, John Culumber and John Guy, each with the intent and meaning of the said declaration and notice, and of the service thereof

Fees- mileage 35
service 95
copies 2.00 = $3.30

Philip Snider Sheriff Union County Ohio

Union County, ss. } Court of Common Pleas, August Term A. D. 1849

John Doe complains of Richard Roe for that Albert Galloway, on the First day of March A. D. 1849 at Union County in the State of Ohio, had demised to the said John Doe the following lands and tenements, to wit: Survey No. 15469, of Two Hundred and Thirty five acres in the name of said Galloway, situate in said Union County and bounded and described as follows, to wit: Beginning at a hickory ash and Black oak, North West corner to John Graham's Survey No. 3007 and in the line of Galloway's Survey No. 15,468; Thence with ~~with~~ Galloway's line North 10° W. 94 poles to a stake, North East corner to said Galloway's Survey and in the line of Robert Mean's Survey No. 5501; Thence with said Mean's line and course thereof North 80° East 400 poles to a stake in the line of John Graham's Survey No. 3008; Thence with said Graham's line South 10° East 94 poles to two ashes and two sugar trees South west corner to his said Survey and Northeast corner to said Graham's Survey No. 3007; Thence with the line of said Survey No. 3007 South 80° West 400 poles to the beginning; and also Ten Messuages, Ten Cabins, Ten Barns, Ten Stables, Ten Orchards, Ten outhouses, Ten Yards, Ten gardens, Ninety acres of arable land, Ninety acres of meadow land, Ninety acres of pasture land, Ninety acres of woodland, 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 Doe from the said first day of March in the year of Our Lord 1849 for and during the Term of Twenty years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenements with the appurtenances and was possessed thereof for the Term aforesaid: And the said John Doe being so thereof possessed, the said Richard afterwards to wit, on the the first day of May 1849 with force and arms entered into the said tenements with the appurtenances, and ejected the said John Doe therefrom, and other wrongs to the said John Doe then and there did, to his Damage Ten dollars and therefore he sues, &c.

By Allison & Corry
his attorneys.

Filed Oct 25, 1849
Ja Kirkpatrick clerk

John Doe Ejt Dem } Union Com. Plea
Albert Galloway } Aug. Term 1849
vs. } In Ejectment
Richard Roe }

Mr. B Shand & other

Sept 10th 1849. Before me Charles Neal County Surveyor of Delaware County Ohio in compliance with the request of the Defendants in the above case came James Eaton & after being duly sworn on the premises at the claimed S. E. corner of R. Means Survey No 5501 U. M. stated partly in Union & partly in Delaware Counties & said the same being in a public road and all the time cultivated said Eaton deposeth & saith that in the year 1828 in the months of May & June in said year among other surveys in said Virginia Military Survey he surveyed the said land of said Means Surveys Nos. 5499 & 5501 & N.E. land of John Graham Survey No 3007 at which time said corner was in the woods & no improvement about said corner, and at which time there was a sycamore stake with old corner marks on & an ash laying on the ground,, & further saith that in June 1835 he was at said corner, at which time said corner was in about the same condition. & further saith that in July 1839 he was at the same corner, at which time all the corner trees were entirely broken down & deponent set a stone at said corner & took the bearing & distance to the stumps of said sycamore & ash, also made two new bearing trees by 2 small white oaks. The stump of one of them is now standing & from the corner & distance of said stumps the stone is now standing in the spot it was originally set. Those deponent accompanied said Surveyor C. Neal original corner N 10° W. between said R. Means Survey No 5501 & J. Graham's Survey No 3008 346 P (as surveyed by said deponent at the aforesaid different times viz in 1828 – 1835 & 1839. running said line to a post & stones by a sycamore & three wood claimed to be at the N.E. corner of R. Means Survey No 5501 & S.E. corner of R. Means Survey No 5499 & S.W. corner of R. Means Survey No 5500 & N.W. corner of John Graham

Survey No 3008, said Deponent did said land with corn stated that
when he was did said corn in 1828 on sycamore timbered was standing &
from sycamore dead & fallen also an ironwood with marks lit upon said
grounds - that in 1835 when did said & fallen the bounds of his written -
said sycamore & ironwood
was yet standing at the time 1839 deponent was did dead corn
at which time he did cut & small stones & took the bear
ing & said sycamore timbered - for minute on file & from sion
being found the corn as now found was in the spot originally
did by deponent in 1839 at the afoned corn,
& further deponent saith not -

James Ector

Sworn to & subscribed in my presence
Sept. 10th 1849. Charles Neil Surveyor
Del Co. O.

Filed October 25. 1849
James McRadden Clk

James Anderson for Use &c
vs
Thomas Bryson
Union County Pa

Agreed A signed for
Plaintiffs atty.
Oct 29. 1849 McRadden clk

d by Mr
Neil
Sept 21st 1849

John Roe Ex Dem } Union County Com Pleas
Albert Galloway
vs
Richard Roe

Before me C. Neil Surveyor Del County O. Sept 10th 1849 appeared Jesse Said and being duly sworn, Deposeth & saith that the first time he saw the S. E. Corner of R. Means Survey No 5561 V M. was April 1816. at which time there were standing a Sugar & Ash Corner trees & also a Sugar tree fallen on which were Corner Marks - that the stump yet standing S 15° E. 12½ lks from the Corner stone (now at the Corner) ~~standing~~ ~~here~~ is the stump of the said Corner tree. then standing (in 1816.) He also states that the tree then lying was north of the spot where the stone now stands. after & from the said date of 1816 he the S. Jesse Said says he resided in the Neighborhood about 12 years, during which time he repeatedly saw & noticed said Corner and has no doubt about its being the spot where said Corner stood - having never known it to be disputed as such until within 2 years or less -

Questions asked by Plaintiff Counsel C. W. B. Allison -

1 Are you interested in this Case - Ans. No -

2. How did you happen to Come to the Corner
Ans. I was in search of land & came to look at land on Graham's Survey - & W. Wm. Crating ~~came~~ & showed me this as being the N. E. Corn of Grahams Survey. -

3 Were both ash tree standing there -
Ans. I ~~think~~ not

4 Did you at that time go around R Means' survey No. 5501 - Ans. I did not -

5 Did you ever go around it - Ans. I did not -

6 Who lived nearest this corner at that time?
Ans William Beatty, he lived about 2 miles off.
7 Was there any remains of anoth ash at that time?
Ans. I do not recollect that there was.

Question asked by Alexander Bethune
At what time did you understand to be the S.E. Corner of R. Means Survey No. 5501?

Ans. All the knowledge I have, was gained by a plat which I seen in about a year from the first time I seen said corner. said plat was supposed to be made by Mr. Wallace of Chilicothe. & represented both surveys as lying adjoining or connected.

further this Deponent saith not

Sworn to & subscribed in my presence
Jesse Said
C. Neil Surveyor
Del Co. O.

5498
July 27 1807

5499
July 28 1807

5500
July 28 1807

Two sugars & ironwood

H

Two sugars & ironwood

Long white oak & two pine sugars

E

C

Open

N. 80 E 296 p

N 80 E 295 p

B

Two sugars & ironwood

Two sugars & ironwood

5502
Survey July 29 1807

5501
Defendants

Open

3008
Graham
Jun 3. 1797

Sugar & iron wood

Sugar & iron wood

ash & two sugars

Plaintiffs Claim

A

D

Two ashes & two sugars

Sugar & iron wood

Two ashes & two sugars

Two ashes & two sugars

Overton
4065.
Oct 20 1801

3007
Graham
Jun 3. 1797

2995
Jeffries

Union Com. Pleas

John Doe Ex Dem
Albert Galloway
vs
William Bethard et als

Bond for costs.

Filed September 17. 1849
James Kirkpatrick Clerk

Whereas in the Suit of John Doe Ex Dem Albert Galloway against William Bethard, Alexander Bethard, John Ellumber, and John Gny, in the Court of Common Pleas of Union County, the said Albert Galloway, at the August Term of said Court AD 1849, was ruled to enter security for costs in thirty days or become nonsuit; Therefore I John Johnson do hereby acknowledge myself bail for Costs for said Albert Galloway, in the penal sum of One hundred Dollars, to be levied of my goods and Chattels, Lands, and tenements, in Case the said Albert Galloway, shall fail to pay all Legal Costs that may be adjudged against him in said Suit.

Witness my hand and seal, this 17th day of September AD 1849.

John Johnson (Seal)

Minor Court Plaus

John Ker Et Ux

Albert Fullerway

& Epstein et al

Richard Roe Alexander

Reathard Tenant

Consent Rule & Plea

Filed August 15. 1849

James Kirkpatrick clerk

John Mac Ch Mac
Albert Galloway
&
Richard Roe Alexander
Beathard Tenant.

In Ejectment

And the said Alexander Beathard comes and confesses the lease, Entry and Ouster in the said Declaration mentioned, and admits himself in the possession of the Lands and Tenements in said Declaration described, and for a Plea says, that he is not guilty of the trespass and Ejectment in said Declaration alleged against him, and of this he puts himself upon the Country, and the said John Mac doth the like

By J R Swan
& Charles Sweetser His attys

Union Court Plans

John Lewis Ex Dem

Albert Galloway -

vs Ejectment

Richard Roe Lessee

Columbus Lincoln

Comment Rule to Plea

Filed August 15. 1849

James McRadyp Clk

John Clan Esq Clan
Albert Gallaway
vs
Richard Roe John
Columbus Stewart-

In Ejectment-

And the said John Columbus. Cam and confesses the lease. Entry. and ouster. in the said declaration mentioned, and admits lawfully in the possession of the Lands and Tenements in said declaration discribed And for Plea. says that he is not guilty of the trespass and Ejectment in said declaration alledged against him. and of this he puts himself upon the Country and the said John Clan doth the like

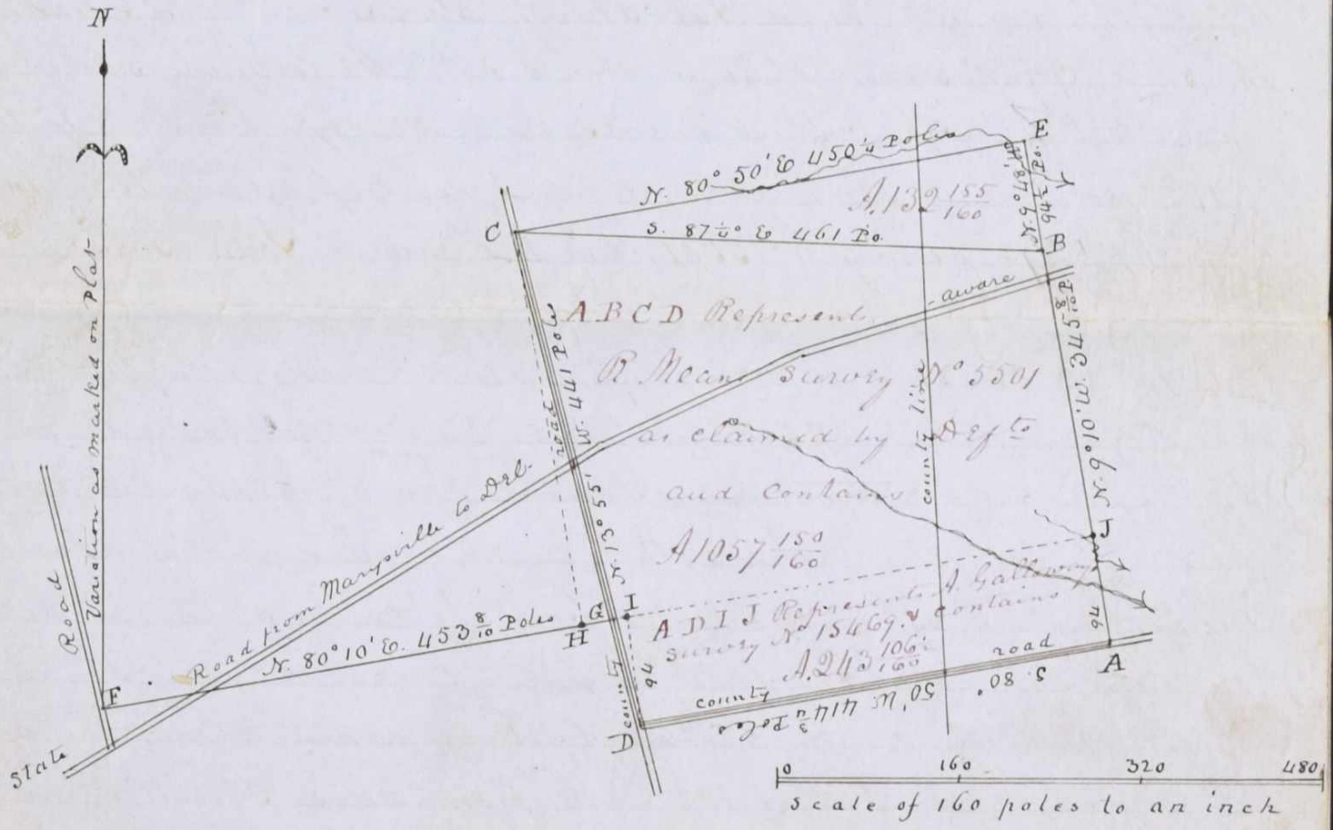
By J. R. Swan

& Charles Sweetser his Attys

Galloway vs Bellard

Surveyor's Plat

Filed Oct 25, 1849
D Kirkpatrick clerk



John Doe Ex Dem.
Albert Galloway
vs
Richard Roe

Union County Common Pleas
Aug. Term 1849

In Ejectment

By order of the Court of Common Pleas of Union County, O. made at the August Term 1849 in the above case – The Undersigned Surveyor of Delaware County, Ohio, proceeded on the 10th day of September 1849 to the premises in Controversy in said case: and having administered a solemn oath to John Kent & Jesse Sherman, two suitable and disinterested Persons for Chainmen, faithfully & impartially to discharge their duty as such; commenced surveying at a stone in a county road at point A on the above plat, claimed by Defendants to be the S.E. Corner of R. Means' Survey No. 5501 – C. N. B. Allison Esq. One of the Counsel for Plaintiff being present on the premises – here the, old patent called for An Ash & two Sugartrees, all of which are gone, except a part

of the stump of an Ash, claimed to be one of the Original corner trees to this corner - said Ash stump stands S 15° E. 12½ links from the said Corner stone. There is also S. 36° W 40 links, the stump of an Oak tree with witness marks on - surveyed thence N. 9° 10' W. 345 8/10 poles to a stone at B. claimed by Defendants to be the N. E. corner of said survey N.° 5501. & N. W. corner to John Graham's survey N.° 3008. crossing a branch at 47 Poles, a small branch at 75. 82. 83. 85 & 90 Poles, & the State road from Marysville to Delaware at 322 Poles. Here the patent called for two sugar trees & an Ironwood - Found one sugar tree cut down but lying on the ground, the stump of said tree is about 15 inches dm.t N. 85° E. 12½ links from the corner stone, the marks on said tree appear like Original corner marks. The Ironwood also retains the marks, although it is broken down, the stump is 4 inches dm.t S 68° E. 10¾ links from said stone -
At these two corners the depositions of James Eaton & Jesse Said, which accompany this report, were taken, which see -

Then went back to the place of beginning and run S 80° 50' W. 414¾ poles on a county road on the north line of John Graham's survey N.° 3007. and at right angles from the line A B. to a post at D near the stumps of a Red Oak, Ash & Hickory, said to be the N. W. corner of said Graham's survey N.° 3007. The Red Oak stump is 36 inches dm.t N. 10° W. 6 lks. The Ash is 18 inches diameter N 82° E. 9⅓ lks. & the Hickory is 30 inches dm.t S. 40° W. 32¾ lks. thence N. 13° 55' W 441 poles on a new county road to two Burr Oaks an ash & Elm at C. supposed to be the N W corner of said Means' survey N.° 5501. One of the Burr Oaks is dead & fallen, the other corner trees are green and standing, still retaining marks that are apparently 40 years old -
On this line, from D to the Marysville road (233 P.) the timber is cut away, thence to C it is mostly through the woods, and the marking appears about the age of 20 years -
From C run S. 87¼° E 461 poles to B. which course & distance show no old line, though principally through the woods -

Containing in said Area 1057 acres & 150 perches of land.

At the instance of Messrs Allison & Curry made the following survey, to wit; Beginning at point C on the plat and running thence N. 80° 50' E parallel with the line A D - 450¼ poles to a post at E in the edge of an improvement, in a direct line from B to the N.W. corner of Survey N.° 5500 & N. E. corner of survey N.° 5499. striking into a branch coming from the west at 200 poles & continuing down said branch to 240 Po- & crossing said branch at 440 Poles - On this course & distance found no appearance of an old line, nor could any corner be expected at E. It being cleared off for years past -

From E run S 9° 48' E 94½ poles on what I suppose to be the East line of survey N.° 5499 & west line of 5500 to B. crossing the aforesaid branch at 24 Poles, containing in the above triangle B C E - 132 acres & 155 perches of land —

Then went to what is called the S.W. corner of survey N.° 5502 & S. E of survey N.° 5504. N. E. of survey 5135 & N W. of 4065 or 15468 - here the corner trees are said to be a sugar & 2 Hickories; all cut down & gone - From this point at F in the center of a road, run N. 80° 10' E 453 8/10 poles to a post at G. N. 13° 55' W 94 poles from D. claimed to be the N. W. corner of Albert Galloways Survey N.° 15469, though by the course it should be at I: this is also improved ground, the timber mostly gone - The whole course & distance of last line, found old marks & a regular line. Having blocked one of the trees, found the age of the marks to be about 28 years -

At H. where a line parallel with A B would strike from C the land has been recently cleared - No appearance of a corner remains, if ever it did exist here - At J. is an old improvement - The above is hereby certified to be a correct plat & report in said case as surveyed by me September 10th. 11th & 12th. 1849. and is respectfully submitted to your Honorable Court —

Charles Neil C. S. D. C. P.

Filed July 7. 1851
D Kimball Jr Clk

Albert Galloway
vs.
Wm Bethard et als.
} Ejectment

Issue Subpoena for William B. Irwin a witness for the Plaintiff.

Allison & Cleary
Attys for Pltff.

To the Clerk of
Union Com. Plea,

Date July 1st 1851

C. Calloway
vs.
Bethard et al

Praecipe for
pltff's writs.

Filed Apl 12. 1851
J. Kirkade pr clerk

Albert Galloway } In Ejectment
vs.
Wm. Bethard et als. }

Issue Subpoena for William Richey and William Boyer witnesses for Plaintiff in this case.

Otway Curry
Prosecuting Atty.

To the Clerk of }
Union Com. Pleas. }
Dated April }
12th 1851. }

Union Com Pleas

John Doe Ex Dem
Albert Galloway
vs
William Bethard et al

Sub poena writs

Filed June 28. 1857
L Kinkade Jr clerk

Served the within Sub poena writ June 28th 1857 by Reading to the within named William Bowen and Jonathan Bowen

Fees Mileage 35
Service 25
60

William G. Mulvin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

William Bowen & Jonathan Bowen

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of John Doe Ex Dem Albert Galloway in a certain controversy in said Court depending, wherein John Doe Ex Dem Albert Galloway is ~~—~~ Plaintiff, and William Bethard & wife are Defendants; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 28th day of June A. D., 1857 James Kinkade Jr Clerk.

Filed June 28, 1857
D Kirkpatrick clerk

Loc Ex Dem of Galloway
vs
Beathard et als

Issue Subpoena
for William Bowen
& Jonathan Bowen
witnesses for Pltff -

To Clerk of Main Com Pleas -
Issue 28th 1857

Allison & Curry
attys for Pltff -

Galloway
vs. } Ejectment
Bethard et als

Praecipe for
Pltff's. Witnesses

Filed June 26. 1857
J Kinkaid p clk

Albert Galloway
vs.
William Bethard et als } Ejectment

Issue Subpoena for
William Richey, Alexander R. Bowen,
and Alfred F. Wilkins witnesses for
Plaintiff

Allison & Curry
Atty.s for Plff.

To the Clerk of
Union Com. Pleas.
Dated June 26 1851.

Civil/Domestic Case File

Case No. 1849-CV-0047

No. 49-CV-47

Union Common Pleas Court

Jacob Parthomer
Plaintiff,

against

R. L. Broome
Defendant.

NOV TERM. 1849

Dismissed at Pltf Cost

Journal 4 Page 271

Record No Record. Page

Ex. Doc. Page

Law No. 57.

Jacob A Parthomer
vs
R L Broome

Cost Bill made
No Record

Jacob A. Parthemor
vs
Robson L Broome

Transcript

Filed august 15. 1849
James Ruckadeep Clerk

The State of Ohio. Union County, Paris township. ss.

Jacob A Parthemor vs Robson L. Broome

Suit brot on an order which reads "Mr Jacob" "Parthimor pay James E. Harriott ten Dollars and" "I will indorse the amount on your Note June 17th" "1845. "Robson L. Broome"

July 6. 1849. Issued summons for the appearance of the defendant July 13. 1849 at 3 o'clock P. M. and delivered the same to William Wells Constable, July 10. 1849 Summons returned "Served by reading to Defendant, fee, Serves 10. Mileg 05 = 15. July the 10. 1849 Wm Wells Const"

July 12. 1849. In consequence of the intended absence of J. P. and by consent of parties, this suit is adjourned for trial on the 20th day of July 1849 at 2 o'clock P. M.

July 17. 1849. Issued subpoena for James Turner & James E Harriott. at request of Plaintiff and delivered the same to William Wells Constable.

July 20. 1849 Subpoena returned "Served by reading to Each" "One named in this writ. Serves 20, Mileg 05. = 25. July 17. 1849" "Wm Wells Const"

July 20. 1849. Issued subpoena for James Winkade jr at request of Deft and delivered the same to Wm Wells Const.

July 20. 1849. Subpoena returned "Witness not found fee mileg 05 July 20. 1849. Wm Wells Const,

July 20. 1849. 2. o'clock P. M. Parties appeared, trial had James E Harriott sworn and examined on the part of the Plaintiff James Turner sworn but not examined, After hearing the testimony of the plaintiff and being of opinion that it is not sufficient for the plaintiff to maintain his action, the same was overruled whereupon the plaintiff became and was nonsuited, It is therefore considered by me that the defendant go hence, without day and recover of the plaintiff forty two and a half cents his costs herein taxed,

Pltffs Costs

Fees. Summons	12½
Sub 2 wits	16½
Swearing witness	8
Satisfaction	10
Bail	25
Transcript	31¼
Const serving Sum	15
" Sub	25
Witnesses Jas Turner	50
Jas E Harriott	50

Defts Costs

Fees Subpoena	12½
" Judgment	25
Const serving Subs	05

Notice of Appeal by Plaintiff

In the action of Jacob A. Barthemor against Robson L. Broome, I James P. Hamott acknowledge myself bail for the appellant in the sum of fifty dollars to be levied of my goods and chattels lands and tene=ments ~~in default be made in the condition following~~ 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."

"James P. Hamott"

Taken, signed and acknowledged on this 30th day of July in the year 1849 before me James M. Wilkinson J.P.

The State of Ohio, Union County, Paris township ss

I do hereby certify, that the above is a full and true copy from my docket, of the proceedings had by and before me in the above cause

James M. Wilkinson. J.P.
of the aforesaid township

Jacob A Pottimore
v
Robson L Broom
In Union C-pleas

Non

Filed September 25, 1849
James Winkade Jr Clk

Cost Bill made
J D Record

J C Dunlap Esq
for Plaintiff

State of Ohio } In Union common pleas
Union County } August Term A D 1849

This suit is brought into Court by way ~~an~~ of an appeal from the Docket of James A Wilkenson a Justice of the peace in and for said County of Union and thereupon Jacob A Pathmore complains of Robson L. Broom in a plea of Assumpsit. for that whereas the said Robson L Broom on the first day of July eighteen hundred and forty nine was indebted to the said Jacob A Pathmore in ten Dollars for the price and value of goods ~~sold~~ then and there bargained and sold by the Plaintiff to the Defendant at his request

And in ten Dollars for the price and value of goods then and there sold and delivered by Plaintiff to Defendant at his request And in ten 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 ten Dollars for money then and there lent by the Plaintiff to the Defendant at his request And in ten Dollars for Money then and there paid by the Plaintiff for the use of the Defendant at his request And in ten Dollars for Money then and there received by the Defendant for the use of the Plaintiff And whereas the Defendant afterwards on the first day of July A D 1849 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 several sums of money nor either of them nor any part thereof to the Damage of the Plaintiff ten Dollars and thereupon he brings suit

by
J C Dougherty his Att

In Union Com. Pleas

R. T. Brown

adv

Jacob A. Partheymore

Plea

Filed Nov 21st 1849

J. Kirkendall Jr. CP

Allison & Lemon

Robson L Broome } In Mercer Com Pleas.
vs
Jacob A Parthemore } And the said Robson L Broome comes and defends &c and says that he did not assume and promise in manner and form as the said Jacob A Parthemore hath declared against him: and of this he puts himself upon the country: and the said Jacob A Parthemore doth the like &c.

By Allison & Lenny his attys.

The plaintiff will also take notice the defendant on the trial of this cause will insist and prove in bar of said suit, that the matter of cause upon which this suit was brought, was at the time of the commencement thereof in the Court below, a matter pending in this Court, in the case of Robson L Broome vs Jacob A Parthemore

Allison & Lenny Attys for Deft

Civil/Domestic Case File

Case No. 1849-CV-0048

No. 49-W-48

Union Common Pleas Court.

David Jayn Plaintiff,

AGAINST

Solon Herrington Defendant.

Nov 1849.

Judg vs Defendt.

Journal 4 Page 249

Record No. 5 Page 471

Ex. Doc. Page

Law No. 58

David Sayre

vs

Solon Harrington

Cost Bill made

Recorded

Recorded

David Layne
vs
Solon Harrington

Praecipe

Filed august 17. 1849
James Kirkpatrick Clk

David Dayne
vs.
Solon Harrington

In Assumpsit
Damages $300,00

Issue a Summons returnable forthwith, Condon, suit brought for goods sold and delivered, money had and received, &c

To the Clerk of
Union Com. Pleas.

Allison & Curry
Atty's for Pl'ff.

Dated Aug. 17th 1849

In Com Pleas

David Payne
vs
Solon Harrington

Sum in assumpsit

Filed August 17. 1849
James Kirkpatrick clk

"Suit brought for goods sold and delivered money had and received &c.
Allison & Curry
Attys for Plff"

Served this writ August 17. 1849 by delivering a certified copy thereof to the within named Solon Harrington

Fees= mileage 05
Service 35
Copy 10 = 50

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Solon Harrington

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ Forth with to answer unto David Payne,

in a plea of Assumpsit.

damages Three Hundred Dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 17th day of August A. D., 1849

James Kinkade Jr. Clerk.

In Union Com Pleas

David Payne

vs

Solon Harrington

Narr - In assumpsit

Recorded

Filed September 27. 1849
James Kaillade Jr Clerk

Allison & Curry

The State of Ohio } Court of Common Pleas
Union County ss } of August Term A.D. 1849

David Payne complains of Solon Harrington in a plea of Assumpsit. For that, whereas, the defendant on the first day of August A.D. 1849 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 Medicines then and there sold and delivered by the plaintiff to the defendant, at his request.

And in Three hundred dollars, for money then and there had and 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 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 to him the said several moneys 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 Three hundred dollars; and therefore he brings his suit &c.

By Allison & Curry His attys

Mr Solon Harrington
Derby Plains, Ohio
Union Co.

1848. To David Jayne Dr.

May 1	To Balance due at settlement				$35.83
	" Medicine on hand @ do. viz				
	1 Dz. Expectorant	8	8.00		
	3 " Alterative	8	24.		
	3 " Vermifuge	2	6		
	1½ " Agne Pills	8	12		
	1½ " S. C. Balsam	2	3		
	½ " Hays Liniment	6	3		
	½ " C. S. Wash.	4	2		
	½ " Hair Dye	4	2.		
	½ " " Tonic	8	4.		$64.00
					$119.83

1 bot Cat
½ dz
4 bot
4 bot
4 bot
3 bot

Cr

1848
May 11 By Cash. $10.00
$109.83

Medicines on hand to be returned @ net Invoice prices

$42
4.00
66⅔
2.00
1.33⅓
1.66⅔
9 5/15

Sept 27th 1849. Solon Harrington returned medicines unsold to the amount of $9.83⅓ for which receipt was given.
Allison & Henry attys for Plff.

State of Pennsylvania, } ss.
CITY OF PHILADELPHIA.

Before me, JOSEPH L. CHESTER, a COMMISSIONER OF DEEDS, &c., duly appointed and commissioned by the Governor of the State of Ohio in and for said State of Pennsylvania, with authority to administer oaths and affirmations, and to take Depositions, &c., to be used or recorded in said State of Ohio personally appeared George Helmick who, being by me duly affirmed, did depose and say, That the foregoing and annexed account hath been faithfully made out from the Book of Original Entries of David Sayre, and is just and true as stated, and that the sum of One hundred & nine 83/100 Dollars with interest on $105.83 from May 1st 1848 is now justly due and owing to the said David Sayre from the said Solon Harrington no part of which has been paid, nor in any manner settled.

Affirmed to and subscribed before me, this 25th day of June A. D. 1849

Geo Helmick

Joseph L. Chester

COMMISSIONER.

Filed Jany 1. 1850
J Kin Rada for C & R

issued

Laura Dayne
vs
Solon Harrington

Issue Execution in the above case

To Jas Kinkade Jr
Clerk of Union Com Pleas

Allison & Lemy
attys for Plff

Civil/Domestic Case File

Case No. 1849-CV-0049

No. 49-CU-49

Union Common Pleas Court.

Gustavus Swan
Plaintiff,

AGAINST

Asa Robinson,
Defendant.

MAY TERM, 1850

JUD'G VS PLAINT'F

Discontinued,

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Record No. No Record Page

Ex. Doc. Page

Law No 43

Gustavus Loan

vs

Asa Robinson

Union Common Pleas

Gustavus Swan
vs
Asa Robinson

Sum in assumpsit

"Suit brought on a note dated May 8. 1837. for $112 74 payable on demand with interest annually - also for goods sold & delivered - money lent ~~&c~~ and advanced. had received &c. G. Swan for himself"

Filed November 15. 1849
James Kinkade for Clerk

Served this writ October 5th 1849 by leaving a certified copy thereof at the residence of the within named defendant.

Fees = mileage 50
copy 1.5
Service 3.5 = $1.00

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

Asa Robinson

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto

Gustavus Swan

in a plea of Assumpsit &c.

damages Six Hundred Dollars,

and have you then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of said Court at Marysville,

the 26th day of September A.D., 1849

James Kinkade Jr, Clerk.

Filed May 27, 1852
Lathrop Rodgers & R

P. Foster

vs

Asa Robinson

Suit in Ct. Com. Pleas
Union County, Ohio

This suit may be dismissed —
March 28 1850

P. Foster

Civil/Domestic Case File

Case No. 1849-CV-0050

No. 49-CV-50

Union Common Pleas Court.

Exchange Bank
Plaintiff,

AGAINST

Charles Rosette,
Defendant.

Nov 1849.

Judg vs Defendt,
for $622 00

Journal 4 Page 248

Record No. 5 Page 469

Ex. Doc. 1 Page 566.

Union Com Plas

Exchange Bank
v
Ott Routt et al

Confs —
$1022.10

Filed November 20. 1849
James Kirkpatrick for CK

The Exchange Bank of Columbus
v
Charles N Rosette et al

Union Com. pleas.
Nov Term AD 1849

And the said Charles N Rosette John Cassil Philip Snider and Joshua Judy by their attorney (duly authorized by virtue of a Warrant of Attorny herewith filed) and waive the issuing and service of process and enter their appearance to the suit and declaration filed against them by the Exchange Bank of Columbus and say that they cannot gainsay the action aforesaid but confess they assumed and promised in manner and form as the plaintiff hath declared against them, and hath sustained damages by reason thereof to the sum of six hundred and twenty two dollars ten cents, and consent that judgment be entered therefor and Costs

Note Feby 6th 1849 at 60 days 600.00
Int. 22.10
And the defts waive all error and writs of Error $622.10

S. Brush Atty
for deft

Filed Nov. 20, 1849
James Kirkpatrick Clk

Know all men by these presents, that we C. W. Rosette, John Cassil, Philip Snider and Joshua Judy, do hereby authorize and empower James L. Bates Esq or any other Attorney at law, in the State of Ohio to waive the issuing and service of notice and process, enter an appearance for us and confess a judgment against us, in the Court of Common Pleas of Union County Ohio, at any Term of said Court, after the 1st day of July next, upon a promissory note made by us, dated Feby 6 1849 and payable sixty days after date to the Exchange Bank of Columbus, for the sum of six hundred dollars, in favor of the payees of said note, and to release all errors and waive of error — witness our hands and seals, this 29th day of May A.D. 1849

C. W. Rosette (Seal)

John Cassil (Seal)

Philip Snider (Seal)

Joshua Judy (Seal)

Rowlett
Ann 10 apl.

Mot to apl 18'
1849

Filed Nov 20. 1849
James Blackstone Clk

$600/

Feby 6' 1849

Sixty days after date we jointly or severally promise to pay to the Exchange Bank of Columbus at its Banking House, Six Hundred Dollars for value recd

Due 7/10' apt

20
11. days. 600

36.00
18.00 6 mo.
3.00 1 mo.
1 00 10
10
22 10

6 30/100

E. W. Rosette
John Capel
Philip Snider
Joshua Judy

Unim Compleu

in

Exchange Bank

v

Chas N Rosetta et al

Man for

Confession

Filed Nov 20. 1849

James Kirkpatrick clerk

Cost bill made

Recd

Recorded

Swan & Andrews

Court of Common Pleas
Of the Term of November AD
1849

The State of Ohio Union County ss.

The Exchange Bank of Columbus a branch of the State Bank of Ohio Complains of Charles H Rosette John Cassil Philip Snider and Joshua Judy defendants in this suit For that whereas the defendants on the first day of November AD 1849 at said County were indebted to said plaintiff in the sum of one thousand dollars for money then and there lent by the plaintiff to the defendants at their request. And in one thousand dollars for money then and there paid by the plaintiff for the use of the defendants at their request; and in one thousand dollars for money then and there received by the defendants for the use of the plaintiffs; and in one thousand dollars for money then and there found to be due from the defendants to the plaintiff on an account then and there stated between them. And the defendants afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises respectively promised the plaintiff to pay the plaintiff the said several moneys on request, yet the defendants have not nor both either of them paid any of the said moneys or any or either of them or any part thereof but disregarded said promises To the damage of the plaintiff one thousand dollars; which the plaintiff sues.

by Swan & Andrews
Attys for Pltff.

566 & 572

The Exchange Bank of Columbus
vs
C. M. Rosette & others

Damages	$622.10
Costs	3.46
Increase -	25.89
Ments	.41

On May 29, 1850 $175.00
" Aug 10, 1850 246.00
" " 12, " 108.50
529.50

Filed April 5 - 1852
James Lowner Clerk

Entered

Swan & Andrews Attys for Plff.

Received this writ October 26 1851
The within described Property not advertised for want
of Bidders fee April 5th 1852
Fees
Mileage 5
Fees 35
40

McMahin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements,~~ of Goods and Chattels of C W Rosette John Cassil, Philip Snider & Joshua Judy, Jointly One Two Horse Wagon, One, one horse Buggy, One Gray Horse and One Bay Mare —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Exchange Bank of Columbus — the sum of Six Hundred and Twenty Two — dollars and Ten cents for its — for damages, together with $ 3,46 for its costs, with interest thereon from the 20th day of November A. D. 1849 until paid, which late in our said Court the said Exchange Bank of Columbus recovered against the said C W Rosette, John Cassil, Philip Snider and Joshua Judy as of record is manifest. Also, $ 25 " 89 — increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Exchange Bank of Columbus

Hereof fail not at your peril, and have then there this writ.

Witness, JAMES KINKADE Jr., Clerk of said Court at the Court House in Marysville, this 26th day of October A. D. 1851

James Kinkade Jr Clerk.

5606 & 572

The Exchange Bank of Columbus
vs
C M Cassetto et als

Damages $6022.10
Costs 3.46
Increased costs 22.85
Fees & exits 4.41

Rec'd Sept. 30. 1857
Jas H Reinhard clerk

Sheriff will inform the Exchange Bank of this day of sale.
Susan V Greene Atty
for Plff

Recorded

Endorsed May 29. 1857 - $1765.00
" Aug 10. " 2.46.50
" " 12 " 5.00

Received this writ July 14th 1857
Advertised the within discribed property for sale by public vendue in the Marysville tribune a news paper published and in general circulation in in Union County for at least ten days previous to the day of sale, I offered the same for sale on the 27th day of September AD 1857 it being the day i advertised the same to be sold I offered the same at the Jail door of I Hawley in Marysville Union County ohio at public auction and same not sold for want of bidders September 29th 1857

Fees	Milage	5-
	Serv	35-
	Advertising	25-
	Poundage	2.00
		$2.65-

William C Mason Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of C W Rosetto. John Cassil. Philip Snider and Joshua Sudy. Court.

One two Horse Wagon. One One horse Buggy. One Gray Horse and One Bay Mare —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Exchange Bank of Columbus —

the sum of Six Hundred and Twenty two — dollars and Ten cents for its ——— for ——— damages, together with $ 3.46 for its costs, with interest thereon from the 20th day of November A.D. 1849 until paid, which late in our said Court the said Exchange Bank of Columbus recovered against the said C W Rosetto. John Cassil. Philip Snider and Joshua Sudy —

as of record is manifest. Also, $ 22.83 ——— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Exchange Bank of Columbus —

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkadp, Clerk of said Court at the Court House in Marysville, this 14th day of July A.D. 1857

James Kirkade jr Clerk.

6 D. 3668 & 5 72

The Ohio State Bank of Columbus
vs
Clue Burtle & others

Decree $623.10
cost 3.40
Increase cost 26.50
Interest 73

Order May 29 1852 $133.00
Aug 10 1852 246.00
12 " " 108.50

Filed March 15 1853
Jacob Lemen Clerk

Amos & Andrews Atts for Pltff

Received this writ January 21st 1853 there being in my opinion Property Sufficient to satisfy this Judgement. I therefore advertised the within described property for sale in the Marysville Tribune a news paper Published and in general circulation in Union County Ohio for at Least ten days Previous to the day of sale afterwards to wit on the 18th day of March AD 1853 it being the day I Advertised said Property to be sold between the Legal Hours of ten o'clock AM and four o'clock PM offered the same at Public auction and not sold for want of Bidders

Fees Milage 5
Sum 35
Advertising 25
March 18th 1853 Return 20
Printers fee 150
2.35

William C Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~lands and Tenements of~~ Goods & Chattles Of C W Rosette John Cassil Philip Smider & Joshua Judy to wit- one two Horse Waggon. one one horse Buggy. one Gray Horse and one Bay mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the E Change Bank of Columbus the sum of six hundred and Twenty two dollars and ten cents for its _____ for damages together with $ 3.46 for its costs, with interest thereon from the 20th day of November A. D. 1847 until paid, which late in our said Court the said E Change Bank of Columbus recovered against the said C W Rosette John Cassil Philip Smider and Joshua Judy as of record is manifest. Also, $ 26.70 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said E Change Bank of Columbus

Hereof fail not at your peril, and have then there this writ.

Witness, JAMES ~~TURNER, Clerk~~ Somers of said Court at the Court House in Marysville, this 21 day of January A. D. 1853

James Somers Clerk.

566

The Exchange Bank of Columbus
vs
C. M. Moss & others

Damages $623.10
Costs 3.40
Increase Costs 12.11
This writ .41

Recorded

Cr Bray 23.1850 $1125.00
" Aug 10.1850 - 246.00
" " 12. 1850 - 108.50

Filed April 2. 1851
J. A. Hinkle Pltff Atty

Received this writ November 20th 1850

Served February 22nd 1851 Upon one two horse wagon one one horse Buggy one bay horse and one Bay Mare Advertised said property in the Marysville Tribune a newspaper published and in general circulation in union County ohio for at least Ten days previous to the day of sale, I afterwards to wit on the 8th day of March AD 1851 it being the day i advertised said property to be sold between the hours of 10 oclock A M and 4 oclock P M I offer the said property for sale at the Garden of James M Welch in marysville in said County Not sold for want of Bidders

Fees Mileage 5
Serving 35
Levy 35
Advertising 25
Pr Fee 125

William C Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union **County, Greeting:**

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A. D. 1849 The Exchange Bank of Columbus — recovered against C. W. Rosett, John Cassil, Philip Snider and Joshua Sudy — as well ~~as the sum of~~ — — — ~~dollars and~~ ~~cents for~~ ~~debt~~, as the sum of Six Hundred & twenty two dollars and ten — cents, for its damages; as also the sum of $ 3.46 for its — cost and charges in that behalf expended, as of record is manifest.

~~as we have heretofore commanded~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said C. W. Rosett, John Cassil, Philip Snider and Joshua Sudy — you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 20th day of November A. D. 1849 until paid; also the sum of $ 17.11 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Exchange Bank of Columbus —

Hereof fail not at your peril; and have then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court, at the Court House aforesaid, this 20th day of November — A. D., 1850

James Kinkade Jr Clerk.

566

The Exchange Bank of Columbus
vs
Charles W. Rosette & al

Damages $623.10
Costs 3.46
Int from Nov 20/49
Increase Costs .41

Filed May 29, 1850
James McMahon Clerk

Received

Swan & Andrews
Atty for Plff

Received this writ December 21st 1849. Levied May 13th 1850 upon two head of horses, one two horse wagon and a lot of Dry goods. as the property of C. W. Rosette. May 14. 1850 Levied upon 1 Buggy and one horse as the property of P. Snider. one horse and one two horse wagon as the property of John Cassil and 3 head of horses and one 2 horse wagon as the property of Joshua Judy. advertised the above described property for sale by publication in the Marysville Tribune for at least ten days previous to the days of sale. according to previous notice given as aforesaid on the 25th day of May 1850 between the legal hours of ten O. clock A. M. and four O. clock. P. M. I offered the above described property levied upon as the property of said Cassil. Snider and Judy for sale by public auction. and on the 27th day of May 1850 between the legal hours of ten O. clock A. M. and four O. clock P. M. I offered the property levied upon as the property of C. W. Rosett for sale by public auction. those being the days I advertised the same to be sold. Not sold for want of bidders. took bonds for redelivery of the property levied on as the property of C. W. Rosette with S. H. Flood security. Fees = mileage 2.10
levy 35
service 35
Bond 50
advertising 25
Pr fee 2.00

Henry Walford, Coroner

THE STATE OF OHIO, UNION COUNTY, SS:

To the ~~Sheriff~~ Coroner of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A.D., 1849 The Exchange Bank of Columbus recovered against Charles W. Rosett. John Cassil Philip Snider and Joshua Judy

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Six hundred & twenty two dollars and ten cents, for its damages, as also the sum of $ 3.46 for its cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Charles W. Rosett. John Cassil. Philip Snider and Joshua Judy you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 20th day of November A.D., 1849, until paid; also the sum of $ 0. 41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Exchange Bank of Columbus.

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 14th day of December A.D., 1849.

James Kinkade Jr Clerk.

566

The Exchange Bank of Columbus
vs
C. W. Rosette et al

Damages $622.10
Costs 3.46
Int from Nov 20/49 - 5.96
Increase costs - .41
This writ

Filed August 13, 1850
James Kinkade Clk

On May 29th 1850 $175.00

Fees - advertising 25
service 3.35
Mileage 1.05
Bondage 1.00
Deed fee 2.00

Henry Wolford Coroner
per Leonard

Loan & Andrews atty
for Pltff

Received this writ July 4th 1850.
In obidience to the within command I duly advertised the within described property for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for at least ten days previous to the days of sale, I afterwards, to wit; on the 10th day of August 1850 between the hours of ten O. clock A. M. and four O. clock P. M. offered the property levied upon as the property of Philip Snider and sold to James Kinkade one Horse for the sum of $31.00 and the Buggy to same for $15.50 the property levied upon as the property of Joshua Judy and sold to Joshua Judy one Horse for $48.00. one horse for $48.00 and one other horse for $42.50 and one two horse wagon for $35.00. And sold the property levied upon as the property of John Cassil. to wit: 1 horse sold to John Cassil for $12.50 and one two horse wagon for $13.50. on the 12th day of August 1850 between the legal hours of 10, O clock A. M. and 4. O. clock P. M. I offered the property levied upon as the property of C. W. Rosette and sold to Joshua Judy 1 horse for $37.00, one other horse to C. W. Rosette for $25.00 one wagon to C. W. Rosette for $26.00 and a lot of goods to C. W. Rosette for $20.50, those being the days I advertised said goods to be sold and they being the highest and best bidders therefor. Henry Wolford Coroner

THE STATE OF OHIO, UNION COUNTY, SS.

To the ~~Sheriff~~ Coroner of said County, Greeting!

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods and chattels of C.W. Rosett. John Cassil. Philip Snider and Joshua Judy to wit. two head of horses. One two horse waggon. and a lot of dry goods. the property of C.W. Rosett. and 1 buggy and One horse the property of Philip Snider. and One horse and One two horse waggon the property of John Cassil. and 3 head of horses and One 2 horse waggon the property of Joshua Judy.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Exchange Bank of Columbus

the sum of Six Hundred and twenty two dollars and ten cents for its for damages, together with $3.46 for its costs, with interest thereon from the 20th day of November A.D. 1849 until paid, which late in our said Court the said Exchange Bank of Columbus recovered against the said C.W. Rosett. John Cassil. Philip Snider and Joshua Judy as of record is manifest. Also, $ 5.96 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Exchange Bank of Columbus

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkadoff, Clerk of said Court at the Court House in Marysville, this 3d day of July A.D. 1850

James Kirkadoff Clerk.

561

The Exchange Bank of Columbus
vs
C. M. Coldwell & Wife

Damage $622.10
Costs 3.46
Increase Costs 19.77
Writ Accrued 1.41

Filed July 1, 1857
D. Kinkade, Clerk

Issued 1857.

Monday 29 1857 $1,175.00
" Aug 10 " 246.00
" 12 " 108.50

Received

Sheriff & Andrews Atty for Plaintiffs

~~Received this writ May 24th 1857~~

~~Advertised the within described personal property by Publication in the Marysville Tribune a newspaper published and in general circulation in Union County Ohio for more than thirty days previous to the day of sale I afterwards to wit on the 30th day of June AD 1857 between the Legal hours of ten o'clock A M and four o'clock P M offered said real Estate for sale by public auction at the door of the court house and not sold in said county and not sold for want of Bidders~~

~~July 1st 1857~~ Fees ~~Attorney~~ 25
Serving 35
~~Advertising~~ 60

~~William C Mulin Sheriff~~

Received this writ May 24th 1857 advertised the within described personal property for sale in the Marysville Tribune a news paper published and in general circulation in union county Ohio for at least ten days previous to the day of of sale. I afterwards to wit on the 7th day of June AD 1857 it being the day I advertised said property to be sold, offered said property by public out cry on the public square in Marysville and not sold for want of Bidders

by order of the Plaintiffs Attorney I advertised the the within described personal property to be sold on the 30th day of June AD 1857 previously giving ten days notice of the day of sale in the Marysville Tribune a newspaper published and in general circulation in union county Ohio, offered said property for sale at the Dwelling of J Heately in Marysville on the 30th day of June AD 1857 and not sold for want of Bidders

Fees Mileage 5
Serving 35
Advertising 25
Printer's fee 200
$ 265

William C Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements~~ Goods and Chattels of C. W. Rosette, John Cassil, Philip Snider and Joshua Judy, Jun'r, One two horse Wagon, One One horse Buggy, One Gray horse, and One ~~Bay~~ Bay Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Exchange Bank of Columbus

the sum of Six Hundred and Twenty Two dollars and Ten cents for its ~~the~~ damages, together with $ 3,46 for its costs, with interest thereon from the 20th day of November A.D. 1849 until paid, which late in our said Court the said Exchange Bank of Columbus recovered against the said C. W. Rosette, John Cassil, Philip Snider and Joshua Judy as of record is manifest. Also, $19.77 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Exchange Bank of Columbus

Hereof fail not at your peril and have then there this writ.

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 24th day of May A.D. 1857

James Kinkade Jr Clerk.

Received this writ May 21st AD 1856

Advertised the within described real estate for sale at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union county.

Afterwards to wit: on the 12th day of July AD. 1856 that being the time same property was advertised to be sold I offered the same for sale at the door of the court house in Marysville between the legal hours of ten o'clock A.M. & four o'clock P.M. but it was not sold for want of bidders

Fee. Service	95
Advertisement	25
Return	20
	$1.40
Printers fee	3.00
	$4.40

William H. Robb Sheriff

E. J. Gill

McMorris Bank of Columbus

vs

E. M. Kean & others

Demand $622.10

Costs 3.40

Interest costs 37.50

Pltfs atty. .75

Dr. Mon. 29th 1850 $175.50

" Dec. 10th 1850 $328.50

Ultimo July 18th 1856

John Torrence Clk

Receipts

Sum & Amount

for Ship

State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to expose to sale those Lands and Tenements of C. W. Rosette described as follows to wit, lying & being in the Said County of Union & in the Town of Richwood Known and designated on the plat of Said Town of Richwood as Lots No.s One hundred & thirty three, One hundred & thirty four, One hundred and thirty five & One hundred & thirty six

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Exchange Bank of Columbus the sum of Six hundred & twenty two dollars, and ten cents for its ~~for~~ damages, together with 3 46/100 dollars for its costs, with interest thereon from the 20th day of November A. D. 1849 until paid, which late in our said Court the said Exchange Bank of Columbus recovered against the said C. W. Rosette John Capsil Philip Snider & Joshua Judy as of record is manifest. Also, $ 37,56 increase of costs, and accruing costs.— ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or eithe, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days. Hereof fail not at your peril, and have then there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court house in Marysville, this 21st day of May A. D. 1856.

Taber Randall Clerk.

E. & .514

Exchange Bank
of Columbus
vs
C. M. Rosella & others

Suit $622.10
Costs 3.46
Accruing costs 29.78
This writ .53

6. mar 29 1850 $125.00
" Apr 10 1850 $328.50

Sold June 20 1854
Simon Shive Clerk

31
38
22
60
22
38

Received this writ April 24
Levied ~~April~~ 24 1854 upon the following described
Real Estate Lying and being in the County of Union
and State of Ohio and in the town of Richwood
described as follows to wit Being Lots one hundred
and thirty three one hundred and thirty four one
Hundred and thirty five and one hundred
and thirty six. ~~Advertised the within~~
I have the above described real Estate appraised
on the 9th day of May A D 1854 by the oaths of
~~Edward Brock I W Hill James~~
J. B. M. Mains as follows Lot No 133 at $125,00
No 134 at 150,00 No 135 200,00 and No 136 at
375,00 Advertised said real Estate in the Marysville
Tribune a news paper published and in general circulation
in Union County Ohio for at Least thirty days previous to
the day of sale aforesaid to wit on the 20th day of June A D 1854
it being the day advertised said real Estate to be sold
Where said real Estate for sale at the door of the court
House at public Auction and not sold for want of
Bidders. the within described personal property
not found

	Fees & Release	75
	Fees	35
June 20th 1854	Levy	35
	Arrest	100
	Copy of Appraisement	35
	Advertising	25
	Printers fee	250
	Appraiser fee	150
		1 05 — 705

Recorded

William Mains Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattles of C W Rosette John Cassil Philip Snider & Joshua Judy. To wit one two horse waggon one one horse Buggy one Gray horse and one one Bay Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Exchange Bank of Columbus

the sum of Sixhundred & Twenty Two dollars and Ten cents for it ~~for~~

damages together with $3,46 for it costs, with interest thereon from the 20th day of November A. D. 1849 until paid, which late in our said Court the said Exchange Bank of Columbus

recovered against the said C. W. Rosette John Cassil Philip Snider & Joshua Judy

as of record is manifest. Also, $29,78 increase of costs, and the accruing costs.

And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you ~~have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said~~ make due return of this writ in sixty days

Hereof fail not at your peril, and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 24th day of April A. D. 1854

James Turner Clerk.

8-5
0 2
4
12

D Ex D1 P 574

UNION COMMON PLEAS.

Exchange Bank of Columbus

VS.

C. W. Rosell et al

VENDI.

Debt.....	$ 622 10
Costs.....	3 46
Increase Costs....	45 69
This Writ.....	70

Cr. May 29, 1850 $175 00
" Aug. 10, 1850 354 50

..... Att'y.

Recorded

Returned and Filed June 14 1866

Jabez Randall Clerk.

Received this writ April 20th 1866
And advertised the within land to be sold on the 16th day of June 1866
On June 14th 1866 I received from Sheriff Rosell $289.62 in full of judgment & costs
J. P. Wheldon Sheriff

~~$1.50 Print bills & Advertise~~
~~Ex. Sheriff Print the bills~~
~~Sheriff's fees~~

289.62
- 58.67
230.95
- 41.65
189.30

Fees
Advertising 50
Porter 400
Printing 4.75
9.25
Fees returned

The State of Ohio, Union County, ss.

TO THE SHERIFF OF UNION COUNTY, GREETING:

WE COMMAND you to expose to sale those Lands and Tenements of C. W. Rosette described as follows to wit, lying & being in said County of Union & in the Town of Richwood known & designated on the plat of said Town of Richwood as Lots No.s (133) One hundred & thirty three, One hundred & thirty four (134) & One hundred & thirty five (135) & One hundred & thirty six (136)

which according to our commands you have taken into your custody, and which remain unsold as you have certified to the Judge of our Court of Common Pleas, of our said County, to satisfy The Exchange Bank of Columbus the sum of $ 622,10 for its debt, together with $ 3,46 for its costs, with interest thereon, at 6 per cent. from the 20th day of November A. D., 1864 until paid, which late in our said Court the said Exchange Bank of Columbus recovered against the said C. W. Rosette John Capel Philip Snider & Joshua Judy as of record is manifest. Also, $ 45 69 increase of costs, and accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which, together with the property on hand not sold as aforesaid, will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days.

Hereof fail not at your peril, and have you then and there this writ.

Witness, TABER RANDALL, Clerk of said Court, at the Court House in Marysville, this 19th day of April A. D., 1866

Taber Randall Clerk.

D Ex. 1 P 574

UNION COMMON PLEAS.

Exchange Bank of Columbus

vs.

C. W. Rosette & others

VENDI.

Debt,	$ 622.10
Costs,	3.46
Increase costs,	42.69
This Writ,	.70

Swan & Andrews Att'y.

Cr	May 29. 1850	$ 175.00
"	Aug. 10. 1850	$ 354.50

Returned and filed Aug. 9 1861

Taber Randall Clerk.

Received

Received this writ May 29th A.D. 1861 and advertised the within described real estate in Franklin County in a weekly paper printed out of the county of common Pleas of Union county in the city of Delaware on the 10th day of June A.D. 1861 for at least thirty days in the Union Pacific a newspaper published and in general circulation in Union County Afterwards to wit on the 29th day of June A.D. 1861 between the hours of ten o'clock A.M. & 4 o'clock P.M. I offered said real estate for sale by public auction at the door of the court house in Marysville but there was not bids for want of bidders

Levies	.15
Advertisement	25
Return	20
Printers fee	1.30
	2.30

C. Rathbun Coroner

The State of Ohio, Union County ss.

TO THE ~~SHERIFF~~ Coroner OF UNION COUNTY, GREETING:

WE COMMAND you to expose to sale those Lands and Tenements of C. W. Rosette described as follows to wit lying & being in said County of Union and in the Town of Richwood known and designated on the plat of said Town of Richwood as Lots Nos (133) One hundred & thirty three (134) One hundred & thirty four, (135) One hundred & thirty five & (136) One hundred & thirty six

which according to our commands you have taken into your custody, and which remain unsold as you have certified to the Judge of our Court of Common Pleas, of our said County, to satisfy The Exchange Bank of Columbus

the sum of $ 622 10 for its debt, together with $ 3 46 for its costs, with interest thereon, at 6 per cent. from the 20th day of November A. D., 1849 until paid, which late in our said Court the said Exchange Bank of Columbus recovered against the said C. W. Rosette John Capil Philip Snider & Joshua Judy as of record is manifest. Also, $ 42 69 increase of costs, and accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you make due return of this writ in sixty days.

Hereof fail not at your peril, and have you then and there this writ.

Witness, **TABER RANDALL**, Clerk of said Court, at the Court House in Marysville, this 8th day of May A. D., 1861

Taber Randall Clerk.

File & Subp 7th 1850
S Rinkado for clerk

Ex Bank
Capital & al

Please issue a venditioni ~~an execution~~
in above case directed to the Coroner.
Moran v Andrews.
Attys for Pltff.

To Clerk of Union
Co. Circuit Court.
July 1. 1850.

Exchange B.K.
vs
Rosell & Ivat

Filed Mar 24. 1851
J. Knickadocker Clk

Exchange Bk
v
Rosette et al

Union Co.
Pleas issue
venditi with fi.fa. clause.

To Clk. Un. C.P. Swan & Andrews

May 29 1857.

Civil/Domestic Case File

Case No. 1849-CV-0051

No. 49-cu-51

Union Common Pleas Court.

C. C. C. Railway Co
Plaintiff,

AGAINST

John Canine, Heirs of.
Defendant.

NOV 1849

Dismissed

No Record.

Journal 4 Page 260

Record No. Page

Ex. Doc. Page

Civil/Domestic Case File

Case No. 1849-CV-0052

Civil/Domestic Case

1849-CV-0052

located with

District Court Case

1852-DC-0007

Civil/Domestic Case File

Case No. 1849-CV-0053

Civil/Domestic Case

1849-CV-0053

located with

District Court Case

1852-DC-0007

Civil/Domestic Case File

Case No. 1849-CV-0054

Civil/Domestic Case File

Case No. 1849-CV-0055

No. 49-cv-55

Union Common Pleas Court.

C C & C R R Co.,

Plaintiff,

AGAINST

James Ferguson,

Defendant.

MAY TERM, 1850

No Record

Index

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

Civil/Domestic Case File

Case No. 1849-CV-0056

No. 49-CU-56

Union Common Pleas Court.

Mary Jane Leeper
Plaintiff,

AGAINST

Samuel Kerr,
Defendant.

May 1850
Judg vs Default

Journal 4 Page 304

Record No. 5 Page 667

Ex. Doc. Page

Law No 44

Mary Jane Leeper
vs
Saml Kerr

Cost Bill made
Record

Recorded

Mary Ann Leeper
vs.
Samuel Kerr

Praecipe for
Summons.

Filed Nov. 20. 1849
James Kinkade pclk

Wilson & Cunn
attys

Filed

Mary Jane Sieper } In Assumpsit.
vs.
Samuel Kerr. } Damages $5000,00

Upon a summons returnable forthwith
Indorse, "Suit brought to recover
damages for the breach of a promise
of Marriage Made by the defendant
to the plaintiff. Damages Claimed
$5000,00

To the clerk of
Union Common Pleas

Allison & Curry
Attorneys for Plaintiff

Dated this 20th of November 1849

Served this writ by delivering a certified copy thereof to the within named Defendant January 5th 1849

Fees — mileage 25
Service 35
Copy 15 = 75

Philip Snider Sheriff

Union Com Pleas

Mary Jane Leeper
vs
Samuel Kerr

Filed Jany 16. 1849
Jas Kirkwade pr Clk

Suit brought to recover damages for the breach of a promise of marriage made by the defendant to the plaintiff. Damages claimed $500.

Cassin & Curry
Attys for Pltffs

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Kerr,

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 Mary Jane Leeper,

in a plea of Assumpsit damages Five Thousand dollars.

And have you then there this writ.

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court, at the Court House aforesaid this 5th day of January A. D. 1849.

James Kirkade Jr. Clerk.

County of Union aforesaid, wrongfully and injuriously refused, then and there, or ever, to marry, and thence hitherto hath refused to intermarry with the plaintiff, and then and there wrongfully discharged the plaintiff from requesting him to marry her, the said plaintiff, to the plaintiffs damage of Five thousand dollars, and therefore she sues &c

By Allison & Curry
Her attys

For Union Com Pleas

Mary Jane Leeper
vs
Daniel Kerr

Narr - Assumpsit

Filed January 4th 1870
James McRadoff C C P

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas
Union County } ss } Of November Term A.D. 1849

Mary Jane Leeper complaining of Samuel Kerr in a plea of Assumpsit for that whereas, heretofore, to wit, on the first day of February A.D. 1846 at the County of Union aforesaid, in consideration that the plaintiff being then and there unmarried, at the request of the defendant, had then and there promised the defendant, to marry the defendant, he the defendant, undertook, and then and there promised the plaintiff, to marry the plaintiff; and the plaintiff avers, that she confiding in the said promise of the defendant, hath always, from thence hitherto, remained, and still is unmarried, and was, during all the time aforesaid, and still is ready and willing to marry the defendant, to wit, at the County of Union aforesaid whereof he always then had notice; and although the plaintiff, after the making of the defendants said promise, to wit, on the fifteenth day of August A.D. 1849 at the County of Union aforesaid requested the defendant to marry her, the said plaintiff, and a reasonable time for his so doing hath elapsed, yet the defendant, disregarding his said promise, hath deceived the plaintiff in this, to wit, that he did not, nor would, within a reasonable time after he was so requested, as aforesaid, or at any other time, marry her, the said plaintiff, but hath wholly neglected and refused so to do, to wit, at the County of Union aforesaid.

And ~~Also~~ for that whereas the said Samuel Kerr, heretofore to wit, on the said first day of February A.D. 1846, at the County of Union aforesaid, in consideration that the plaintiff being then and there unmarried, at the like request of the defendant had then and there promised the defendant to marry the defendant, he the said defendant, undertook, and then and there promised the plaintiff, to marry her, the said plaintiff; and the plaintiff avers that she confiding in the defendants promise hath always, since the making the same, continued unmarried, and been ready and willing to marry the defendant, to wit, at the County of Union aforesaid and although a reasonable time for the defendant to marry the plaintiff hath elapsed, yet the defendant afterwards, to wit, on the fourth day of January A.D. 1849 at the

Union Com Pleas

Mary Jane Lufer
vs
Saml Kerr

Subpoena

Filed May 25, 1850
James Kirkpatrick Clk

Served this writ May 24. 1850 upon all the within named witnesses. Jane Bowen and Nancy Bowen demanded their fees which were not paid.

Fees = mileage 30
Service 75 = $1.05

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon David W. Silvers. J. O. Baker Jane Bowen. Nancy Bowen. John C. Shider and Casper Kerns

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 22d day of next term, at nine o'clock, A. M., to testify and the truth to speak on behalf of Mary Jane Leeper in a certain controversy in said Court depending, wherein Mary Jane Leeper is Plaintiff, and Samuel Kerr is Defendant; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 24th day of May A. D., 1850

James Kinkade jr Clerk.

Am Con Pleas

Mary Saunderson
vs
Samuel Rice

Writ of Ret

Filed May 28, 1850
Lemuel Richards Clk

Served this writ personally upon the within named John Leeper & Jessee Porter May 27, 1850. Fees = mileage 25
service 25 = 50

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Jesse Porter and John Leiper

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the 28th day of May A.D. 1850 day ~~of next term~~, at Nine o'clock, A. M., to testify and the truth to speak on behalf of Mary Jane Leiper in a certain controversy in said Court depending, wherein Mary Jane Leiper is Plaintiff, and Samuel Kerr is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 27th day of May A. D., 1850

James Kinkade Jr. Clerk.

Filed May 24. 1850
Ja Kirkpatrick clk

Mary Jane Leeper } In Union Com Pleas
vs
Samuel Kerr } Issue subpoenas for David N Silvers, J. O. Baker, Jane Bowen, Nancy Bowen, John C Shidler, & Casper Kerns, witnesses for Pltff.

To James Kinkade Jr. Clerk
May 24th 1850

Allison & Curry attys for Pltff.

Filed Aug 27, 1850
Z. Rinkenhoff Clk

Mary Ann Leeper
vs
Saml Kerr

Issue Subpoena
to Jesse Porter -
and John Leeper witness
for Plff -

May 27 - 1880

To Jas Kinkade Jr
Clerk N. C. P.

Allison O Carr
Atty for Plff

Civil/Domestic Case File

Case No. 1849-CV-0057

No. 49-CN-57

Union Common Pleas Court.

Archibald McDowell et al
Plaintiff,

AGAINST

John Elliott et al
Defendant.

JUN TERM. 1852

Discontinued

Journal 5 Page 102

Record No. No Record. Page

Ex. Doc. 48 Page 8

John Doe Ex dem
Anctis McDowell etal
vs
John Elliott sr &
Saml Elliott

Ct Bill
no Order

(No. 1.)

Union Compleus

John Doe En dem
Arch^d & Thos McClowle
v
Richard Roe

Original Declaration

Fees = mileage .15
Service .55
copies 1.00
$1.70
Philip Snider Sheriff

Filed Nov 20, 1849
James Kirkadier clerk.

Swan & Andrews

The State of Ohio, Union county, ss.

Court of Common Pleas, November Term, A. D. 184 9

John Doe complains of Richard Roe, for that Archibald McDowell & Thomas McDowell on the first day of October in the year of our Lord one thousand eight hundred and forty-nine at Union county aforesaid, jointly & severally had demised to the said John the following lands and tenements, to wit:

Survey No. 1913 in the Virginia Military District

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, One thousand acres of arable land, one thousand acres of meadow land, One thousand acres of pasture land, one thousand acres of wood land, One thousand acres of land covered with water, and One thousand acres of other land, with the appurtenances, situate in said county of Union To have and to hold the same to the said John, from the first day of October in the year aforesaid, for and during the term of twenty years, thence next ensuing: And also for that Archibald McDowell on the first day of October in the year of our Lord one thousand eight hundred and forty-nine at the county of Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, One thousand acres of arable land, One thousand acres of meadow land, One thousand acres of pasture land, One thousand acres of wood land, One thousand acres of land covered with water, and One thousand acres of other land, with the appurtenances, situate in said county of Union to have and to hold the same to the said John, from the first day of 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 second day of October in the year of our Lord one thousand eight hundred and forty nine with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs, to the said John then and there did; to his damage One thousand dollars. And therefore he sues, &c.

Sam'l J Andrews
Pltffs Atty

Affidavit

The State of Ohio Union County SS.

John Doe Exdem
McNeill
v
Richard Roe

Philip Snider makes oath and says that he on the eighth day of November AD 1849 served John Elliott Senr & Samuel Elliott, ~~Daniel~~ ~~Right~~ tenants in possession of the premises in the within declaration mentioned, or of part thereof, with a true copy of the within declaration and notice and at the same time acquainted them and each of said tenants with the intent and meaning of the said declaration and notice and of the service thereof

Philip Snider Sheriff of Union County

Sworn to and subscribed before me this 19th day of November AD 1849

James M Milkinson J.P.

Notice

To John Elliott Senr Samuel Elliott ~~Daniel~~ ~~Right~~

~~Mr.~~

Sir—I am informed that you are in possession of, or claim title to, the premises in this declaration mentioned, or to some part thereof; and I being sued in this action as a casual ejector, and having no title to the said premises, do advise you to appear at the next term of the Court of Common Pleas within and for the county of Union and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 20th day of October A. D. 1849

RICHARD ROE.

Pltffs Ex Witnesses

McSlover
vs
Elliott

Filed June 13. 1857
Ja P Kirkwood Jr clerk

Archibald McDowell et al
vs
John Elliott and Samuel Elliott

In Union C
pleas in
Ejectment

Issue a subpoena for Levi Phelps John Johnson. P B Cole. John Cassel. James Dynes. Jacob S Patterson and Wellen Westlake witnesses for Plaintiffs

June 14 1851

Jo. James Perkade
Clerk of U. C. pleas

J. C. Dougherty and L. C. Sewa atty for Plaintiffs

Filed Apl 14, 1851
J Kinkade for Ptff

John Doe Ex Dem
Archabald McDowel etals
vs
John Elliott and Samuel Elliott } In Ejectment
April 14th 1851

To the Clerk of the Court of Common Pleas Issue a supoena in the above case for Peter B Smith as a witness for Defendants

by Stanton & Clark
Attys for Defendants

Filed April 15, 1857
Ja Kirkpatrick pr clerk

John Elliott
and others
vs
McDaniels Lessee

Union Com Pleas
Ejectment

Issue subpoena
for Wheelow Westlake
to testify for defendant in this
cause.

Stanton & Clark
Attys for Dfdt.

April 15. 1857
Elk W. C. P.

M I Dowell
vs
Elliott

Filed Sept 18. 1857
L Kirkpatrick clerk

Archibald McDowell
vs
John Elliott, et al

In Union Common Pleas.

Issue a Subpoena for Levi Phelps, John Johnson, James Dynes, Jacob A Pathimus and Wellen Westlake, witnesses for Plaintiff

September 18. 1851

J. G. Dougherty
for Plaintiff

Jr. James Runkel
Clerk of U-C Pleas

Filed Oct. 1857
S Kirkwood p clerk

Archibald McDonel
vs
John & Samuel Elliott

in Eject

Issue a subpoena for
Wellyn Westlake in behalf of defendants
returnable forthwith
Oct 1st 1857

by Alexander & Clark
Attys for Defendants

McSlorell
vs
Elliott

Pres fments

Filed Jun 25. 1851
[illegible]

John Doe Ex Dem
Archabald McDonel et al
vs
John Elliott Sen & Samuel Elliott

In Ejectment

June 25th 1837

To the Clerk of the Court of Com Pleas

Issue a subpoena in the above case for the following witnesses (Returnable on the day of the June term of Court)
Paten B Smith Tobias Beathlon Wellen Wallace & John Amerine Sen (for the defendants)

by Manton & Clark Attys
for Defendants

McDowell
vs
Elliott
Pres for crts

Filed Aug 6, 1850
Stuart Redep clk

Subpoena for Defendants

John Doe Exclem Archibold
McDowel & Thomas McDowel
vs
John Elliott & Samuel Elliott

Issue Subpoena
for the following
witnesses in behalf of the defendants in this case
John Armenius Sen Henry Armenius Sen Robert
Beathlor & William Westbrooke Aug 7th 1850
Jr James Hawkade
Clerk

by Stanton & Clark
Attys for Defendant

Filed July 8, 1857
D Kirkpatrick Clk

Archibald McDonel
& Thomas McDonel
vs
John Elliott & Son
Samuel Elliott

In Eject
July 8th 1857

Issue a subpoena in the above case returnable forthwith for Mary Grey in behalf of defendants

To the Clerk of the Court of Com Pleas

by Stanton & Clark
Atty for Defendants

Dow Exeter

M Stowell et al

vs

Elliotts

Filed Septr 24. 1857

J Kirkpatrick Clerk

John Doe Ex Dem
Archibald McDowel et als
vs
John Elliott Sr &
Samuel Elliott

In Ejectment

To the clerk of the court of Common Pleas Issue a subpoena for the following witnesses in behalf of Defendant for Mary Gregg & Peter B Smith returnable on the day of the next term of court Sept 24th 1851

Martin & Clark
Atty for Defendants

Filed Nov. 11. 1850
D Kirkwood Jr Clerk

John Doe ex dem
Archbold McDowell et al
vs
John & Samuel Elliott

In Ejectment

Issue a subpoena in the above case for John Armstrong Sen & Peter B Smith returnable on the day of the term
Nov 11th 1850

To the Clerk
of the Court of Com Pleas

by Stanton & Clark
Atty for Defendants

In Union Common Pleas

John Doe Ex dem
Archibald & Florence
Macdonel
vs
John & Samuel Elliot

Filed January 18, 1850
James McMaster p C C

Stanton & Clark
(copies)

John Doe ex dem Archibald
McLeod & Thomas McLeod
vs
John Elliott Senr & Samuel Elliott

And the said John Elliott Senr & Samuel Elliott
for themselves comes and confesses the lease entry
and ouster in the said declaration mentioned,
and pedimots themselves to be in possession of so much
of said premises mentioned in said plaintiffs
declaration as bounded & described as follows
Commencing at the South East corner of a lot of
land owned by William Slade thence with
said Slades line to the line of a lot of land in
possession of Archibald McLeod thence along
said McLeods line to the line of a lot of land
owned by Zephaniah Mattox Heirs thence south
with said Line to the North Line of a survey of
Land by the name of Mundose Chenoweth thence
West along said line to the place of beginning
Containing one Hundred Acres parcel of the
premises in said declaration mentioned
and for plea says, that they are not guilty of
the trespass and ejectment in the said declarat
ion alledged against him, and of this he puts
himself upon the country &c
by Stanton & Clark his Attys

Macon Circuit Court
John Taylor & Wife
Archd. McDaniel & others
vs
John Elliott Sr &
Daniel Elliott
Sub for wits

Filed June 27, 1857
James Hutchcraft p. c. M.

Served this writ June 26th By reading to the within named
Paxton B Smith Tolias Beighler Willen Westlake
Served By Reading to the within named John
Amine In June 27th 1857
Each of the within-name persons demanded their
fee which was not paid

Fees Milage 30
Serv 50
80

William C Matson Clerk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Payton B. Smith, Tobias Beighler, Willem Westtake and John Amine Sr.

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the Second day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John Elliott Sr. & Samuel Elliott in a certain controversy in said Court depending, wherein John Dodd & Wm. Archibald McLeod & Wife are Plaintiffs, and John Elliott Sr. & Samuel Elliott & — are Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 25th day of June A. D., 1851 James Kinkade Jr Clerk.

John Moreadew
Archibald & Thomas
McClowee

v

John Elliott et al

Ejectment Union County
Common Pleas

The defendants will notice that the plaintiff will take the depositions of sundry persons (to be used in evidence in the above cause) at the Mayors office in the City of Philadelphia on the 30th day of January between 7 O'clock A M and 9 O'clock P M.

Jany 15. 1851.

Strong & Andrews for plff

We acknowledge service of the within Notice Jany 15 1857 and waive time, being content to take the deposition at the ad place within mentioned

Jany 15 1857.

Stanton & Black
Attys for defts

Deposition of Mrs Hannah B. Mason, taken in a cause pending in the Court of Common Pleas of Union County in the State of Ohio, wherein John Doe ex dem: Archibald & Thomas McDowell are plaintiffs, and John Elliott et al are Defendants; in pursuance of the notice hereto attached:—

Mrs Hannah B. Mason of the City of Philadelphia, in the State of Pennsylvania, of lawful age, being first duly sworn deposeth and saith as follows:

I am the daughter of Cornelius Comegys, and the Widow of Calvin Mason deceased— I formerly resided in the City of Baltimore— I was well acquainted with Benjamin Comegys in his lifetime, he was a cousin of my Father's, and he also lived in Baltimore—

The said Benjamin Comegys has been dead for about Thirty years past— the precise period of his death I cannot recollect— He died while on a passage from the West Indies to Baltimore, with the yellow fever— His home was at Baltimore at the time he died—

The said Benjamin Comegys survived his Wife, and left only One child, to wit his Son Bartus Comegys—

Bartus Comegys, I was also well acquainted with, he is now deceased— He lived at Baltimore at the time of his death, and has now been dead for about fourteen or fifteen years— He was about 35 or 40 years of age when he died— On further reflection, I believe it was about the year 1809 that Mr Benjamin Comegys died—

Sworn and Subscribed before me this 30th day of January AD 1851 at the Mayors Office, City of Philadelphia

Charles Gilpin
Mayor

H B Mason

I Charles Gilpin Esquire Mayor of the City of Philadelphia, do hereby Certify that Mrs Hannah B. Mason, was by me sworn to testify the truth, the whole truth and nothing but the truth; and that the foregoing Deposition by her subscribed was reduced to writing by Thomas D. Smith a disinterested person, at my request, and was taken at the time and place specified in the annexed notice

In Testimony whereof I have hereunto set my Hand and affixed my Seal of Office at the City of Philadelphia, this Thirtieth day of January AD 1851.

Charles Gilpin
Mayor

M Stowell
v
Elliotts

Filed July 8. 1857
J Kinkade for Pl

Answer the Writ of Replevin to the
Fifth Number Monday July 8th 1857
Geo Melaze
Jerris Pl

William to Plaintiffs

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Mary Gregg

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith ~~day of next term, at o'clock, A. M.~~, to testify and the truth to speak on behalf of John Elliott Sr & Samuel Elliott in a certain controversy in said Court depending, wherein John Doe Exr Dec Archibald M Stewart & others are Plaintiffs, and John Elliott Sr & Samuel Elliott are Defendants; and this Shr shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 8th day of July A. D., 1857

Ja Kinkade Jr Clerk.

Union Com. Pleas

John Sloan Ex Sloan
Archibald McSlowell Ex
v
John Elliott Sr & Samuel
Elliott

Sub for wits

Filed Nov. 18. 1850
Ja Kirkpatrick Clerk

Nov. 18th 1850 served the writ personally upon Dayton B Smith and John Simmons
Dayton B Smith demanded his fee and also not paid
Fees Mileage .10
Service .25
William Cornelius Deputy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Amine Sen, and Payton B. Smith

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the Second day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John Elliott Sr & Samuel Elliott, in a certain controversy in said Court depending, wherein John Doe Ex Rem Archibald M'Donell Sol and Plaintiffs, and John Elliott & Samuel Elliott and Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 11th day of November A. D., 1850 James Kinkade Jr Clerk.

Union Com. Pleas

John Mc Ley Ben
Archibald McPherrin
vs
John Elliott & Ts
Samuel Elliott

Sub for wits

Filed August 18th
1850,
James Kinkadpl'ff

Served this writ personally upon John Amrine Sr
Wellen Westlake and Tobias Beighler August. 10. 1850
also upon Henry Amrine Ds August 12. 1850
said Wellen Westlake & Tobias Beighler demanded
fees which were not paid.

Fees = mileage 25
service 50

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Amrine Sr. Henry Amrine Sr. Tobias Beighler and Wellen Westlake

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the 2nd day of next term, at Nine o'clock, A. M., to testify and the truth to speak on behalf of John Elliott, Sr. & Samuel Elliott in a certain controversy in said Court depending, wherein John Doe Ex Dem. Archibald McDowel et al are Plaintiffs, and John Elliott Sr. & Samuel Elliott are ~~the~~ Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 6th day of August A. D., 1850

James Kinkade Jr Clerk.

Doe ex dem
McSlowell et al
vs
John Elliott & Saml
Elliott
Sub for writs

Filed April 14. 1857
J Kinkade fr clerk

Jurors Mus Ct April 14th 1857
B. Becker to J B Smith Geo Bennett and Patrick
Jurors 12 cts
Mileage 5
1700

William & Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Payton B. Smith

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the 15th day of ~~next term~~ April 1851, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John Elliott Sr & Samuel Elliott in a certain controversy in said Court depending, wherein John Elliot Ex Elen Archbold M Elwel Adm are Plaintiffs, and John Elliott Sr & Samuel Elliott are Defendants; and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness. JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 14th day of April A. D., 1851

James Kinkade Jr Clerk.

Union Comm Pleas

John Doe by Lessee
Archd M Slowell et als

vs

John Elliott & Saml Elliott

Ejt for Writs

Filed Septr 29. 1857
C Kuin deputy

Received this writ by Doctor Mc Ver
in Newport Pennsy Sept 29 1857
Miles
Pens
25
6 21

Walter Westlake Attorney for plaintiff
William G Allen Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Levi Phelps. James Dynes, John Johnson, Jacob A. Parthemor and Willem Westlake

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of John Doe Ex Dem Archibald McGlowell et als. in a certain controversy in said Court depending, wherein John Doe Ex Dem Archibald McGlowell et als are Plaintiffs, and John Elliott Sr. & Samuel Elliott are Defendants; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 18th day of Septr, A. D., 1857

James Kinkade Jr Clerk.

M. Shore
vs
Eddins

Filed Oct. 1st 1857
J. W. Markham Clk

Served this writ by reading to the within named William Wallace
Oct 1st 1857 he demanded this fee which was not paid

Fees Mileage	20
Serv	12
	32

William L. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon William Westlake

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ fourth ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of John Elliott Sr & Saml Elliott in a certain controversy in said Court depending, wherein John Slow Executor Archd McGeorge Jothus is Plaintiff, and John Elliott Sr & Saml Elliott is — Defendant: and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 1st day of October A. D., 1851

J Kinkade Jr Clerk.

Union C.P.

Johnston Lydellen
Andw M Clancy et ux
vs
John Elliott Jr &
Saml Elliott

Subpoena

Filed Sept 29, 1857
D Kirkpatrick Clerk

Served on Mary Lewis by Reading Sept 27 1857
on Paxton B Smith by reading Sept 27 1857
P B Smith demanded fee not paid

William C Mulvin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Mary Gregg and Payton B. Smith

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, on the first day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of John Elliott Sr. & Samuel Elliott in a certain controversy in said Court depending, wherein John Doe Ex Dem Archibald M Flowel et al is Plaintiff, and John Elliott Sr & Samuel Elliott are Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 24th day of Septr, A. D., 1857 James Kinkade Jr Clerk.

M Stowers
vs
Ellen A

Filed April 15th 1857
A R Richardson Clerk

Served this writ April 15th 1857
upon the within named Ellen Westlake
fee demanded and not Paid

Fees Milage 20
Serv 12½

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Wellen Westlake

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville. ~~on the~~ Forthwith ~~day of next term, at~~ ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of John Elliott sr. & Samuel Elliott in a certain controversy in said Court depending, wherein John Lloe Ex Sam Archbald McDowell stds are Plaintiffs, and John Elliott sr & Samuel Elliott are Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 15th day of April A. D., 1857 James Kinkade Jr Clerk.

Union Com. Plea

John Dodson Plaf
Archibald McClowee vs
Arthur Elliott & Hamel Clark
Debt for wits

Filed June 26 1837
Mainkaccp clerk

Served this writ by reading to the within named
Levi Phelps John Johnson P Bicoll John Cassel
Jacob A Partheimer once James Dynes June 24th 1837
by reading to Wellen Westlake June 26 1837 Wellen
Westlake Demanded his fee not paid

Fees	Milage	15
	Serv	87½
		1,02½

William C Malin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Levi Phelps. John Johnson. P. B. Cole. John Cassil. Jacob A. Parthemor. ~~and~~ Wellen Westlake. and James Dynes.

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville. on the Second day of next term, at 9 — o'clock, A. M., to testify and the truth to speak on behalf of John Doe Ex. Dem Archibald McDowell et al in a certain controversy in said Court depending, wherein John Doe Ex Dem Arch'd McDowell et al are Plaintiffs, and John Elliott Sr. & Samuel Elliott are Defendants: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this 20th day of June A. D., 1857 James Kinkade Jr Clerk.

Civil/Domestic Case File

Case No. 1849-CV-0058

No. 49-CU-58

Union Common Pleas Court.

John Graham
Plaintiff,

AGAINST

Stephenson Curry
Defendant.

NOV TERM. 1850

Discontinued

Journal 4 Page 334

Record No. No Record. Page

Ex. Doc. Page

Law No. 32

John Graham

vs

Stephenson Curry

Costbill made

No. Record

Union Com pleas

John Graham

v.

Stephenson Curry

Precipe

Filed Nov. 20. 1849
La Rue Rockafs CCR

Swan & Andrews

Un. Complein

John Graham
v
Stephenson Comy

} Assumpsit Damages 300$

Issue summons returnable forthwith Cudiem Sent brought on mansemt made by deft to pleff on note executed by Andrew Taylor to deft or bearer for $170 75/100 dated Dec. 20 1847 and payable on or before Jany 1 1849. and mansed Jun 8. 1849. Also for money goods &c. damages $300 on claims"

Swan Sandom
Attys for pleff

J. Elk

Union Com Pleas

John Graham
vs
Stephenson Curry

Sum in assumpsit

Filed November 26. 1849
James Kirkade p clerk

"Suit brought on endorsement made by deft. to pleff, on note executed by Andrew Taylor to deft on bearer for $170 $\frac{75}{100}$ dated Decr. 20. 1847 and payable on or before Jany 1. 1849 and endorsed Jun 8. 1849 also for money goods &c damages $300 — Claimed."

Swan & Andrews
attys. for Pleff.

Service of the within is acknowledged, this 26th day of November 1849
Curry
Atty for Defendant

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon Stephenson Curry

if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said county of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof,~~ Forthwith to answer unto

John Graham

in a plea of Assumpsit

damages Three Hundred dollars

and have you then there this writ.

Witness JAMES KINKADE, Jr., Clerk of said Court at Marysville, the 26th day of November A. D., 1849

James Kinkade Jr Clerk.

Union Comp

John Graham
v
Stephenson Curry

Nan.

Clk please file

Filed December 15th 1849
James Kirkpatrick Clerk

Cert Bill is made
No Record

Sam T Andrews

Court of Common Pleas of Union County
Of the term of November, in the year of our Lord 1849.

The State of Ohio
Union County SS

John Graham by Swan & Andrews his Attorneys complains of Stephenson Curry in a plea of Assumpsit: For that whereas one Andrew Saylor, on the twentieth day of December in the year of our Lord one thousand eight hundred and forty seven, made his promissory note in writing and thereby promised to pay to the defendant or bearer one hundred and Seventy Dollars and seventy five cents, ($170 75/100.) on or before the first day of January in the year of our Lord one thousand Eight hundred and forty nine which period has now elapsed; and the defendant before said note became due, to wit on the Eighth day of June in the year of our Lord one thousand Eight hundred and forty nine Endorsed and delivered the said note to the said plaintiff; and the said Andrew Saylor did not pay the amount of the said note, although the same was there presented to him on the day when it became due, of all which the defendant then and there had due notice,

And whereas one Andrew Saylor on the twentieth day of December in the year of our Lord one thousand Eight hundred and forty Seven, made his promissory note in writing, and thereby promised to pay to the defendant, or bearer, one hundred and Seventy Dollars and Seventy five cents ($170 75/100) on or before the first day of January in the year of our Lord one thousand eight hundred and forty nine, which period has now elapsed; and the defendant before said note became due, to wit, on the Eighth day of June in the year of our Lord one thousand Eight hundred and forty nine, Endorsed, and delivered the said note to the said plaintiff, and then and

there waived the presentation of said note to said Saylor: for payment at maturity, and of non payment, and notice thereof, and the said defendant in consideration of the premises, promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof, and of his said endorsement and waiver as aforesaid;

And

Whereas also the defendant on the tenth day of October in the year of our Lord one thousand Eight hundred and forty nine, at Hardin County, was indebted to the plaintiff in two hundred Dollars for goods, then and there bargained and sold by the plaintiff to the defendant, at his request:

And in two hundred Dollars for goods then and there sold and delivered by the plaintiff to the defendant at his request:

And in two hundred Dollars for work and labor then and there done, and materials for the same provided by the plaintiff for the defendant at his request:

And in two hundred Dollars, for money then and there lent by the plaintiff to the defendant, at his request:

And in two hundred Dollars for money then and there paid by the plaintiff for the use of the defendant, at his request:

And in two hundred Dollars for money then and there received by the defendant for the use of the plaintiff:

And in two hundred Dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them:—

And the defendant afterwards on the day and

year aforesaid, at the County aforesaid in consideration of the premises respectively promised the plaintiff to pay to him the said several moneys 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 Three hundred ($300.) Dollars; and therefore he brings his suit. &c.

Thos Sandows Atty,
for pltff.

Civil/Domestic Case File

Case No. 1849-CV-0059

No. 49-CV-59

Union Common Pleas Court.

Ralph Clark
Plaintiff,

AGAINST

William H Parey et al
Defendant.

Nov 1849.

Judg vs Defendant,

$670.98

Journal 4 Page 243

Record No. 5 Page 456

Ex. Doc. 1 Page 557

Union Com. Pleas
Ralph Blank for use

vs. } Deed
William H. Raney
Samuel Sharp,
William R. Darnell
& John S. Raney

Filed Nov. 20th 1849
James Kinkead Jr. Clk

Debt $666.54
Dam. 4.44
$670.98

Cost bill made
Rec'd

Recorded

STATE OF OHIO, Union County Court of Common Pleas, of the Term of November One thousand eight hundred and forty nine.

Union County, Ss. Ralph Clark, who sues for the use of Clark, Work & Co. ——

—— —— —— Plaintiff by S. Brush

his Attorney complains of William S. Raney, Samuel Shark, William R. Darnell and John S. Raney

Defendants of a Plea, that they render to the said Plaintiff the sum of Six hundred and ~~sixty~~ sixty six Dollars and ~~fifty~~ four — cents, of lawful money of the United States, which they owe and unjustly detain from him. For that, whereas, the said Defendants

heretofore, to wit: on the twenty first day of September One thousand eight hundred and forty nine at Columbus, Franklin County, at Marysville —— in the county of Union — and State of Ohio, and within the jurisdiction of this Court, by their certain writing obligatory, sealed with their seals and now here shown to the Court, the date whereof is the day and year aforesaid for value received, on or before the 10th day of October next ensuing, jointly and severally promised to pay the said Plaintiff or order, the sum of Six hundred and Sixty six dollars, ~~fourteen~~ fifty four cents. ——

yet the said Defendants (although often requested so to do,) have not as yet nor has either of them. ——

paid the said sum of Six hundred and Sixty six —— Dollars and ~~fourteen~~ fifty four cents, above demanded, or any part thereof, to the said Plaintiff — but have hitherto wholly neglected and refused, and still neglect and refuse so to do.

And whereas, also, the said Defendants afterwards, to wit, on the first — day of November in the year of our Lord, one thousand eight hundred and forty nine in the county aforesaid, were indebted unto the Plaintiff in the further sum of eight hundred — Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiff to the Defendants at their request; also in the further sum of eight hundred — Dollars, for work and labor, then and there done, and materials for the same provided by the Plaintiff for the Defendants at their request; also in the further sum of eight hundred — Dollars, for so much money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendants at their request; also in the further sum of eight hundred — Dollars, for so much money then and there had and received by the Defendants for the use of the Plaintiff and also in the further sum of eight hundred — Dollars, found to be due from the Defendants to the Plaintiff on an account then and there stated between them; and so being indebted, the said Defendants in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook and then and there promised the Plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do: Yet the said Defendants, have not nor has either of them although often afterwards requested, ~~have not~~ paid the said several sums of money, or any part thereof, to the Plaintiff, but have hitherto wholly neglected and refused so to do, and still do neglect and refuse, to the damage of the Plaintiff of one thousand —— Dollars, and therefore he brings suit, &c.

S. Brush
Attorney for Plaintiff

Wm. H. Barry
Saml Shafer
Wm R. Darnell
John S. Barry
To. } Judgt rendered
$666 54/100
Rachel Clark pltff

Filed Nov. 20 1849
James Kinkaid
Clerk

$666.54/100

Columbus, Ohio, Sept 21 1849.

For value received on or before the 10th day October next we jointly and severally promise to pay Ralph Clark, for the use of Clark, Mark & Co. or order, the sum of Six hundred and sixty six 14/100 dollars

and we hereby authorise and empower any Attorney at Law, in the State of Ohio, or elsewhere for us and in our names, to waive the issuing and service of process and notice, enter an appearance for us and confess a judgment against us for the amount of the above obligation and interest and costs when due, in favor of the holder hereof, in any Court of Record in the State of Ohio, or elsewhere, and to release all errors and writs of error, as witness hands and seals.

Wm H Karey (Seal)

Samuel Sharp (Seal)

W. R. Darnell (Seal)

J. S. Karey (Seal)

Wm H. Maxey et al

vs. } Plea

Ralph Blackstone

Filed Nov. 20 1849

James Kirkpatrick jr. Clerk

William H. Raney, Samuel Shafe, William R. Damell and John S. Raney adm. — Ralph Black for use

Union Com. Pleas
November Term A.D. 1849
In debt

And the said Defendant~~s~~ come and say that they cannot gainsay the action of the said Plaintiff but confess that they do owe, and are indebted unto the said Plaintiff in the sum of six hundred & sixty six Dollars, and fifty four cents, and that the Plaintiff has sustained damage by reason of the detention thereof at four ——— dollars and fifty four cents, and by virtue of a Power of Attorney for that purpose, executed by Defendant~~s~~ judgment is confessed for the said sum of six hundred & sixty six Dollars and fifty four cents, debt, and the said sum of four ——— Dollars and fifty four cents damages, and all error ~~is released, and all right and benefit of appeal waived.~~ and writs of error are released.

James L Bates Attorney for Defendant

Civil/Domestic Case File

Case No. 1849-CV-0060

No. 49-CV-60

Union Common Pleas Court.

Franklin Bank Branch Columbus
Plaintiff,

AGAINST

John H. Monroe,
Defendant.

Nov 1849
Judg vs Defendt.

Journal 4 Page 243

Record No. 5 Page 531

Ex. Doc. 1 Page 560

Franklin Pr
Bank of Col

(18)

Jno. H. Monroe

Filed November 20, 1849
James Kirkpatrick Clerk

Cost bill made
Recd

Recorded

State of Ohio,
Union — County, Ss.

In the Court of Common Pleas,
November Term, A. D. 1849

The Franklin Branch of the State Bank of Ohio at Columbus ——— complain s
of John, H, Mouser, Simeon Mallow, & Thomas Lindsey —
in a plea of Assumpsit, for that whereas the said Defendants on the first ——— day of November eighteen hundred and forty nine at Union County aforesaid were ——— indebted to the said Plaintiff in Four Thousand dollars ——— cents, for money then and there lent by the Plaintiff 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 Plaintiff Four Thousand Dollars: and therefore they bring suit.

By Jno. M. Parsons Attorney.
for the Bank.

STATE OF OHIO,
Union — County, Ss.

In the Court of Common Pleas,
November Term, A. D. 1849

And now Saml Brush Esq 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 Franklin Branch of the State Bank of Ohio at Columbus and against the said John, H, Mouser, Simeon Mallow, & Thomas Lindsey —waives the issuing and service of process—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 Thirty two hundred & fifty two dollars & eight ——— 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 appeal in behalf of said Defendants & all writs of error

S. Brush
Attorney for Defendant

1849

1849

No 2,560

Franklin Branch
Bank of Columbus
vs

John H. Mouser et als

Damages $3252..08
Costs 2..56

Suit from Nov. 20. 49

Increase Costs ..82

Filed Feby 6. 1850
James Kinkade Jr clerk

Recd Decr 20th 1849

Recorded

Geo M Parsons
Plff atty

January 25th 1850 Recd of Pltff receipt in full of the principal & interest
Money received in full of the costs
William H. Mullin
Tariff Pltff County

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ Ross County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A.D., 1849 The Franklin Branch of the State Bank of Ohio at Columbus recovered against John H. Mouser, Simeon Mallow and Thomas Lindsey

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Thirty two hundred & fifty two dollars and eight cents, for its damages, as also the sum of $ 2, 56 for its cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John H. Mouser, Simeon Mallow and Thomas Lindsey you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 20th day of November A.D., 1849, until paid; also the sum of $ 0, 82 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Franklin Branch of the State Bank of Ohio at Columbus

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 10th day of December A.D., 1849.

James Kinkade jr Clerk.

No.

Franklin Branch
Bank of Columbus
vs
John H. Mounterchel
Ex

Damages, $3252.08
Costs 2.56
Int from Nov 20 49

Incredit costs, 41

Filed Decr. 8. 1849
James Kinkade for Clk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ P. McRaway County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A.D., 1849 The Franklin Branch of the State Bank of Ohio at Columbus recovered against John, H, Monroe. Simeon Mallow and Thomas Lindsey

~~as well as the sum of~~ ~~Dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of Thirty two hundred & fifty two dollars and eight cents, for its damages, as also the sum of $ 2.56 for its cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John, H, Monroe. Simeon Mallow, and Thomas Lindsey

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 20th day of November A.D., 1849, until paid; also the sum of $ 0.41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Franklin Branch of the State Bank of Ohio at Columbus

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 21st day of November A.D., 1849.

James Kinkade Jr. Clerk.

Filed Decr. 8. 1849
J. Whitlock Jr. Clk

Columbus. Decr 6 1849.

Dr Sir:-

I return the writ for Pr Paulb or Montevideo. I wish you would send me by return mail an execution on the same judgt to Ross & Co.

Respectfully
Geo M Parsons

James Kinkade Jr Esqr
Clerk
Marysville
Ohio

Civil/Domestic Case File

Case No. 1849-CV-0061

2 cases in
this pltg -

No. 49-CV-61

Union Common Pleas Court.

vs Franklin Bank, Columbus, Branch of
Plaintiff,

AGAINST

Joel D Butler et al,
Defendant.

Nov 1849
Judg vs Defendt, for
$814.34 } Two cases,
$1632.26

Journal 4 Page 244, 584

Record No. 5 Page 328 569

Ex. Doc. 1 Page 568

In Pr Bank of
Col vs
L D Butler &c

Filed November 20th 1849
James Kirkpatrick clerk

Cost bill man
Rec

Recorded

State of Ohio, } *In the Court of Common Pleas,*

Union COUNTY, Ss. } November Term, A. D. 18 49

The Franklin Branch of the State Bank of Ohio at Columbus

complain s

of Joel D Butler James H Goodman & John Ballentine

in a plea of ASSUMPSIT, for that whereas the said Defendant s on the first day of November eighteen hundred and forty nine at Union County aforesaid were indebted to the said Plaintiff in One Thousand dollars cents, for money then and there lent by the Plaintiff to the Defendant s at their request. And the Defendant s 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 Plaintiff One Thousand Dollars: and therefore they bring suit.

By Geo M Parsons Attorney.
for the Bank

STATE OF OHIO, } *In the Court of Common Pleas,*

Union COUNTY, Ss. } November Term, A. D. 18 49

And now Saml Brush Esq 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 Franklin Branch of the State Bank of Ohio at Columbus and against the said Joel D. Butler James H. Goodman & John Ballentine —waives the issuing and service of process—confesses that the said Defendant were indebted to the said Plaintiff and that the said Defendant s 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 Eight hundred fourteen dollars & Thirty four 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 appeal in behalf of said Defendant s & all writs of error

S. Brush
Attorney for Defendant

And this writ December 8d 1849

February the 4d 1850 made $4.27 in full of the costs in this case the principle being settled by the parties

David Eshler Sheriff U. Co. O

Sheriff fees
Mileage 5
Entry 10
Serv 1.05
Return 10
$1.30

No. 559

Franklin Branch Bank of Columbus
vs
Joel D. Barthwell et al

Damages $814 34
Costs 2 56
Judgment 20th Nov 49
Execution costs 1 00
Sheriff's fees 1 30
$4.27

Filed February 5, 1850
Samuel Medary Clerk

Fl. Levied

110

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ Marion County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A.D., 1849 The Franklin Branch of the State Bank of Ohio at Columbus recovered against Joel D. Butler James H. Goodman and John Ballentine

~~Cecil in the sum of~~ _____ ~~dollars and~~ _____ ~~cents for~~ _____ ~~debt, as~~ the sum of eight hundred & fourteen dollars and thirty four cents, for _____ damages, as also the sum of $ 2,56 for its _____ cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Joel D. Butler, James H. Goodman and John Ballentine

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 20th day of November A.D., 1849, until paid; also the sum of $ 0.41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Franklin Branch of the State Bank of Ohio at Columbus

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 21st day of November A.D., 1849.

James Kinkade Jr. Clerk.

Civil/Domestic Case File

Case No. 1849-CV-0062

Frank Rhu Br Bank
appeal

(No)

L. D. Butler &c

Filed November 20. 1849
James Minkadeh Clerk

Cost bill made
Recd

Recorded

State of Ohio,

Union — County, Ss. } *In the Court of Common Pleas,* November Term, A. D. 1849

The Franklin Branch of the State Bank of Ohio at Columbus

complain s

of Joel — D Bathe. John Bartram & James H. Godman

in a plea of Assumpsit, for that whereas the said Defendant s on the first day of November eighteen hundred and forty nine at Union County aforesaid were ——— indebted to the said Plaintiff in Two Thousand dollars ——— cents, for money then and there lent by the Plaintiff to the Defendant s at their request. And the Defendant s 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 Plaintiff Two Thousand Dollars: and therefore they bring suit.

By Geo. M. Parsons ——— Attorney.

for the Bank

STATE OF OHIO } *In the Court of Common Pleas,*

Union — County, Ss. } November Term, A. D. 1849

And now Saml Brush ~~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 Franklin Branch of the State Bank of Ohio at Columbus and against the said Joel D Bathe, John Bartram, & James H. Godman —waives the issuing and service of process—confesses that the said Defendant s were indebted to the said Plaintiff and that the said Defendant s 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 Fifteen hundred & thirty two dollars Twenty six 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 appeal in behalf of said Defendant & all writs of error

S. Brush

Attorney for Defendant

No. 559

Franklin Branch
Bank of Columbus
vs
Joel D. Bates et al

Damages $1632 26
Costs 2 56
Int from Nov 20 1849
Increase costs, $47
Sheriff's fees 1.30
$4.27

Filed Febry 8. 1850
James Kinkaid Jr Clerk

Recorded

109

Sheriff's fees
Mileage 10
Entry 1.05
Serv 10
Return
$1.50

Received this writ December the 8th 1849 February the 4th 1850 made $4.27 in full of the costs in this case the principal being satisfied by the parties

Daniel Fisher Sheriff M. Co

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ Marion County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 20th day of November A.D., 1849 The Franklin Branch of the State Bank of Ohio at Columbus recovered against Joel D. Butler, John Bartram and James H. Godman

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as~~ the sum of sixteen hundred & thirty two dollars and twenty six cents, for its damages, as also the sum of $ 2 56 for its cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Joel D. Butler John Bartram and James H. Godman you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 20th day of November A.D., 1849, until paid; also the sum of $ 0.41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Franklin Branch of the State Bank of Ohio at Columbus

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 21st day of November A.D., 1849.

James Kinkade Jr. Clerk.

Civil/Domestic Case File

Case No. 1849-CV-0063

No. 49-cv-63

Union Common Pleas Court.

W A Rogers et al
Plaintiff,

AGAINST

Isaac White
Defendant.

MAY TERM, 1850

Ejectment,

Discontinued

JUD'G VS PLAINT'F

Journal 4 Page 284

Record No. No Record Page

Ex. Doc. Page

Law No 46

John Doe Ex dem
Wm A Rogers &
Ed Wope
vs
Richard Roe

Union Com. Pleas

John Roe Ex Dem
Wm A. Rogers & Edward
Cooper
vs
Richard Roe

Ejectment & Notice

Filed November 24, 1849
James Kirkpatrick p. Clk

Rogers & White
attys

State of Ohio Union County, ss } Court of Common Pleas
November Term A.D. 1849

John Doe complains of Richard Roe, for that William & Rogers & Edward Stroper on the first day of November A.D. eighteen hundred and forty six at the County of Union and State of Ohio had demised to the said John Doe the following lands and tenements, to wit, three fourths of Survey Number thirteen hundred and ninety four (1394) being 950 acres and bounded as follows beginning at a Red oak and Buckeye the original North East Corner of the Survey; from thence running with the North line of the Survey correcting the course South (81° 30') eighty-one degrees & thirty minutes West three hundred and twelve poles to a large bush; thence South 11° 15' East 490 poles to two hickorys two barr-oaks, an ash and a Maple in the original South line; thence with said line correcting the course North eighty one degrees (81°) (& 15') fifteen minutes East two hundred & twelve poles to a Maple Ash & Elm the original South East corner; thence with the original East line correcting the course North eleven degrees (11°) and fifteen minutes (15') West four hundred & ninty (490) poles to the beginning; and also nine hundred and fifty (950) acres of arable land; nine hundred and fifty (950) acres of wood land, and nine hundred and fifty acres of other land with the appurtenances all of said lands being situate in the County of Union aforesaid.

To have and to hold the same to the said John Doe from the first day of November in the year last aforesaid for and during the term of fifty

years thence next ensuing. By virtue of which demise the said John Doe entered into the said tenements with the appurtenances, and was possessed thereof for the term aforesaid; And the said John Doe being so thereof possessed, the said Richard afterwards, to wit, on the first day of November AD eighteen hundred and forty seven with force and arms, entered into the said tenements with the appurtenances and ejected the said John Doe therefrom, and other wrongs to the said John Doe then and there did; To his damage one hundred dollars; And therefore he sues &c

By Rogers & White his Attys

Mr Isaac White

Sir I am informed that you are in possession of, or claim title to the premises in this declaration mentioned, or to some ~~other~~ part thereof, and I being sued in this action as a casual ejector and having no title to the said premises, do advise you to appear at the next term of the Court of Common Pleas within and for the County of Union & State of Ohio and make yourself defendant in my stead, otherwise judgment will then be entered against me by default & you will be turned out of possession

Dated this 24th December AD 1847. Richard Roe.

On the 24th day of November A.D. 1849 I did per=
sonally serve Isaac White tenant in possession of the
premises in the within declaration mentioned, or of part
thereof, with a true copy of the within declaration
and notice, and at the same time acqeainted
the said Isaac White with the intent and meaning
of the said declaration and notice, and of the
service thereof.

Fees = Service 35 — Philip Snider Sheriff
Copy 50 = 85 — of Union County, Ohio.