No. 21-SC-1

Union Common Pleas Court.

John Wilson
Plaintiff,

AGAINST

Andrew Hoteman,
Defendant.

May 1871.
Damages.
Judg vs Defendt.
for $28 85

Journal 0 Page 24

Record No. 1 Page 13

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

THE STATE OF OHIO, UNION COUNTY SS.

To the Sheriff of said county, GREETING.

We command you to summon John Taylor William Taylor Jared Breeder Wheeler Baders John Hane John Morrine Lineman Lazarus Freedom Billings Sirus Stong Josiah Topping John Wilson Cornelius Wilson Joseph Wilson to appear before the Honorable, the Judges of the Court of Common Pleas, for the County of ~~Delaware~~ Union, at the Court house thereof, in the town of Milford on the first day of our next Term, to testify; and the truth to say, in behalf of John Wilson Plaintiff in a certain matter of controversy, in our said court depending and undetermined, between John Wilson & ~~Andrew Kelman~~ plaintiff, and N Andrew Kelman defendent, and this you shall in no wise omit, under the penalty of one hundred dollars—and have then and there this writ.

WITNESS, the honorable John McDowell Esq. President of our said court, at the court house aforesaid, the ninth day of November 1820

TEST, Thomas Reynolds CLERK.

Nov 13 1820 Josiah Joplin served personally
John Taylor do do
John Wilson do do
John McLane do do
Simeon Hagen do do

Wilson & Ottman

Dan. —

$1000.00

~~Logan Lay.~~

Union Co.

Andrew Kennedy Dr. 1818

John Wilson — for

To 175 pole fence at 75	$1,31	
To 16 days pole do 100	16	
To 75 pole that was taken the fence	56	
To 7 days work by D.W. 25	1,75	
To 1 lb of steel	37½	37½
June 1819 To 1 barrel of fish	10,00	
received 18 lbs of lead on account		
To 3 brick worth and ⅔ the weight	at 75	1,12
~~the stone that was left after the~~		
To Stone		5,00
To 18 days of stone that was drawn from Lynson Run and Piote at 75 cents a day		13,50
To digging and stoneing a well		12,00
To building a chimney		10,00
To weatherboarding and finishing brick		3,00
To painting and parceling the house		8,00
To 5 white fish		1,00
~~per plush on a note~~		.20
To 3 lbs and ¾ of 8d Nails	23	70½
To 6 lbs do 3 Nails	27	2,15
To 324 pole that was put in on the fence		2,43
		$182,27

The price of the two house and Damage		
To 431 of timber with a house	2,00	
To 152 feet of timber	1,00	1,52
To Handwork in frameing		4,00
To 3 hands 3 days	25	2,75
To 240 feet of boards	1,00	2,40
To 2200 of shillings	4,10	5,80
To 3 lbs and ¼ of 5 Nails	27	9½
To 1 lb and ½ of 8d Nails		34½
Damage by the rain on the corn fed		8,50
Damage by not having good fences		45,00
		86,98
		182,27
		$269,25
For putting 1200 of bricks in the wall		3,00

Sam

John Atkinson

John Atkinson

Felix Mayterm
1821
Test J. Reynolds
Clk

The State of Ohio } Union County Court of Common Pleas
Union County } ss. Term in the year of
our Lord one thousand eight hundred and
Twenty one

Amos Stoneman late of said County of Union
was summoned to answer unto John Wilson of a plea of the case
for that the said Amos Stoneman on the first day of November in
the year of our Lord one thousand eight hundred and twenty at Union
County aforesaid and within the jurisdiction of this court promised
unto the said John Wilson in the sum of one thousand dollars for the work
and labor care and diligence of him the said John Wilson to be done about the
business of the said Amos Stoneman and at his special instance and request
also in the other sum of one thousand dollars for goods wares and merchandise
before that time sold and delivered by him the said John Wilson to the said
Amos Stoneman at his special instance and request also in the other
sum of one thousand dollars for so much money lent and accounted
paid laid out and expended by him the said Wilson to for and on account
of him the said Amos Stoneman at his special instance
and request also in the fourth sum of one thousand dollars for so much
money found and received by him the said Stoneman of him the said
Wilson to the special instance and request of him the said Stoneman
in consideration thereof then and there on days and faithfully promised
the said John Wilson to pay him the said sums of money
when thereunto afterwards he should be required so to do. yet
the said Stoneman although often requested hath not paid said
sums of money or any part thereof to the said John Wilson but hath
hitherto wholly neglected and refused so to do and still does neglect
and refuse to the damage of the said John Wilson one thousand
dollars and therefore he brings suit &c

By Swan his
atty

Small said John Wilson party in his place Guilbert Swan or his atty
in the above suit.

Coleman
vs. } In Fa Ude
Wilson } Fa for Costs
$19.20

To July Term 1841

The State of Ohio
Union County } ss

To the Sheriff of said County Greeting - We Command you that of the goods & Chattles & for want thereof of the Lands & Tenements of John Wilson in your Bailiwick you cause to be made the sum of Nineteen dollars & twenty Cents of John Wilson which Andrew Rotheman hath lately recovered against him the said John Wilson in our Court of Common Pleas for his Costs & Charges by him about his defence expended in a certain action of Assumpsit wherein John Wilson was Plaintiff & Andrew Rotheman Defendent & have you that money before our judges of the Court of Common Pleas for Union County to render unto the said John Wilson & have you then on the first day of our next Term & have you then there this Writ

Witness the Hon John A McDowell Esq President of our said Court at Marysville this 15th day of May A D 1821

Thomas Reynolds
Clerk

Wellson
vs
Holeman

Subpoena

Served this 7 August 1825
John McLure
Simeon Hager Ex
Service 25 cts Jas Irving S.N.C

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Simeon Hagar Jr. Titus Port and John McCune to appear fourthwith before the Honorable the Judges of our Supreme Court now in Session at the Court house in Marysville in said County of Union to testify and the truth to say in behalf of Andrew Ackman in a certain matter of controversy in said Court depending and circumstanced between John Willson Plantiff and Andrew Ackman Defendant and this they shall in nowise omit under the Penally of one hundred dollars

Witness the Honorable Jacob Burnett Chief Judge of our said Court at the Court house aforesaid this 7th day of August 1824 Teste S.G. Strong, Clk. S.C.U.C. Ohio

Wilson

Coleman

Sutherland

James Lomfstock

James Watson

James Berry

THE STATE OF OHIO, UNION COUNTY ss.

To the Sheriff of said county, GREETING.

We command you to summon James Chapfell & James Norton James Lowry

forthwith to appear before the Honorable, the Judges of the Court of Common Pleas, for the County of Union, at the Court house thereof, in the town of Milford on the ~~[illegible] day of our next~~ ~~Term~~, to testify; and the truth to say, in behalf of Andrew Nabner in a certain matter of controversy, in our said court [illegible] and undetermined, between John Wilson plaintiff, and Andrew Nabner defendent, and this they shall in no wise omit, under the penalty of one hundred dollars—and have then and there this writ.

WITNESS, the honorable Allen Bowell Esq. President of our said court, at the court house aforesaid, the 13 day of Nov 18 20

TEST, J. Reynolds CLERK.

Wattson
vs
Stateman } Plea

Filed May 15, 1841
Richard Gabriel

Joseph
Clerk

John Nelson
vs
Andrew Roteman } Union Com Pleas

Now the said Roteman by Corny
Parsons his attorney comes and
defends the wrong and injury when
&c. Where to and says that he never
did assume and promise in manner
and form as the plaintiff in his
declaration thereof hath alleged
and declared against him
and of this he puts himself upon
the country — and the Plff doth
the like

Corny Beasley
Atty for
defendant

The clerk name Nelson will
take notice that the defendant
will offer evidence to prove and
that said Plff at the commence
ment of said suit and still
indebted to him the said Roteman
that he Plff was and is indebted
to him in the just and true sum
of one thousand dollars for
goods wares and merchandise
the commencement of said suit
sold and delivered to him the
said Nelson at his special instance
and request also in and other sum
of one thousand dollars for
work and labor done by the said
Roteman done and performed

ment and at the special instance
and request of the said William
Olson and the thousand dollars for
so much money lent and advanced
had & received to and for the
use of the said William at
the request - said William
will also further take notice
that said Notman will offer
evidence to prove that said
William and Notman on the
9th day of March the year of
our Lord one thousand Eight
hundred and twenty received
all and singular the accounts
debts & demands of every kind
discription and are now to the
aforesaid abitrament and
final determination of
James Stanton James Comstock and
Silas Grant

and the said arbitrators do
on the day following and year last aforesaid
award and determine that said
William Olson do pay the said
Notman the sum of Three
dollars in full discharge of all
accounts debts dues and demands
from the first day of the world to this day

by said Hilliard in the above case
for the said matters things & claims
debts and demands so as aforesaid
referred and none other — said
Hilliard will also take notice
that said Stoteman will offer
evidence to prove and assert
that said Hilliard on the 11th day
of March in the year last aforesaid
commenced his suit before and
Clark Brown a justice of
peace for said County of
Rensselaer against the defendant
for the said debts demands
& claims matters and things
for which the above suit
is now brought and that
said justice did on the same
day rendered a judgement
in said case against the said as aforesaid
before him for the defendant
in and that said judgement
is not yet in full force and
not to be considered as nullified
and set aside —

Ennis Pomeroy
Atty for Defendant

This suit brought to recover one Thousand Dollars for goods bought and other money lent and advanced which have been due &c.

Tran ally for
Plff.

Summons & Pathauth
John Wilson
vs
Andrew Nolemer
in Ver &c
Dam: $1000.
To May Term
1820

Nat Swanwick

James Irvin Sheriff of Union Co

The State of Ohio }
Union County ss }

To the Sheriff of our said County
Greeting:

We command you to summon Andrew Coleman if he may be found in your County for the writ to appear before the Honorable the Judges of our Court of Common Pleas of said County at the Court House in Milford to answer unto John Wilson of a plea of the Case &c. Damage one thousand dollars - and have you then there this writ with your doings thereon -

Witness the Honorable John A. McDowell President of our said Court at the Court House aforesaid this 15th day of May AD 1820.

Attest. Jno Reynolds Clerk
Bro Tim

J Wilson
vs
Coleman

John Wilson
vs
Andrew Nolemand } In case &c.

Issue a summons – fortfeit – damas – $100 – indorse
This suit brought to recover on thousand dollars for goods
sold and delivered, money lent and advanced, work and
labor done &c &c.

Swan atty for
plff

This Suit founded upon an articles of agreement under seal dated 12th day of Sept. 1815 conditioned for the payment of certain sums of money to the Plaintiff

Sum dog for Plaff

Served May 26 1820 by reading in his presence James Irving S.U.C.

Francis Gam
vs } Summons
Joseph Jeffries

Debt $2400
Dam $500

The State of Ohio, ~~Delaware~~ Union County, ss.

To the Sheriff of said county, GREETING:

We command you to summons Josiah Topping

to appear before the honorable the Judges of the Court of Common Pleas of our said county, at the court-house in ~~Delaware~~, Milford on the first day of our next Term to answer unto Frederick Segar in a plea of Debt for $240 — Dam $500 —

and have you then there this writ. Witness the honorable John McDowell President of our said court, at the court-house aforesaid, this 24th day of May 1820

ATTEST Thos. Reynolds Clerk. pro Tem

This Suit brought to recover one thousand dollars for goods sold & delivered money lent & advanced, work and labour done & the

Teron atty for Pltff

Served May 26 1870 by leaving in his presence James Ewing P.H.C.

John Wilson
vs
Johnson
Ordered to Stand

Dam $1000

The State of Ohio, ~~Delaware~~ Union County, ss.

To the Sheriff of said county, GREETING:

We command you to summons Andrew Stewart

to appear before the honorable the Judges of the Court of Common Pleas of our said county, at the court house in ~~Delaware,~~ Marlford on the first day of our next Term, to answer unto John Wilson in a plea of the case Damn. $1000 —

and have you then there this writ. Witness the Honorable John A. McDowell

President of our said court, at the court-house aforesaid, this 24th day of May 1820

ATTEST Thos. Reynolds Clerk. pro Tem

SUPREME

21-SC-1

No.

Union Common Pleas Court.

John Wilson

Plaintiff,

AGAINST

Andrew Rotenau,

Defendant.

JUL TERM. 18 26

JUL TERM. 18 26

JUDGMENT VS DEFENDANT

$28 85

Dismissed,

SUPREME Court

Journal 1 Page 1

Record No. 1 Page 13

Ex. Doc. Page

No Record

THE J. D. SMITH CO., Springfield, Ohio.

Willson vs Fotemian

Appeal Bond.

Filed June 14th 1821

Wm. Mason Clerk

Know all Men by these presents that We John Wilson Josiah Topping & Thomas Saunders are held and firmly bound unto Andrew Hetman in the Sum of one hundred dollars good and lawfull Money of the United States to the payment of which we bind ourselves our heirs Executors & administrators jointly and Severally firmly by these presents Sealed with our Seals and dated this fourth day of June A D 1824

The Condition of this obligation is Such that if the above bound John Wilson Shall appear at our next Supreme Court on the first day of the term and not depart the Court without leave and Shall pay the Cost and Condemnation Money if judgment or decree Should be entered in favour of the appellee then this obligation to be Void and Void otherwise to remain in full force and virtue in law

Attest

Richard Gabrielle
D Clerk

John Wilson Seal
Josiah Topping Seal
Thomas Saunders Seal

Supreme Court U.S.
Willson vs Norman
Certificate of Clerk
Filed July 22d 1826
Silas G Strong
Clk

The State of Ohio Delaware County } ss

I Joseph S. Hughs clerk of the Court of Comm Pleas for said county Do hereby certify that Gideon T. Messenger was on the twenty seventh instant and now is an acting Justice of the Peace in and for said county legally commissioned and qualified &c In testimony thereof I have hereunto set my hand and affixed seal this 2d day of May 1842

J S Hughs clerk
C B P D C

John Wilson

vs

Andrew Hateman

Transcript from Court of Common Pleas

Filed Augt. 6th 1824.

J. G. Kiang Clk

S. C. C. C.

Union Common Pleas May Term 1821

John Willson Plantiff
vs
Andrew Coleman Deft
In Case
Plea Before his honor

John M McDowell Esq. President and Cord Mitchell Nicholas Hathaway & Wm Gabriel associate Judges of the Court of Common Pleas of said County and State of Ohio at a court continued and held at the Court house in Millford in said County on the fifteenth day of may in the year of our Lord one thousand eight hundred and twenty one - - - - - - - -

Be it remembered that heretofore to wit on the twenty fourth day of may in the year of our Lord one thousand eight hundred and twenty John Willson by his attorney sued out of the Clerks office of our Sd Court his writ of summons against Andrew Coleman which said Writ the Indorsment and sheriffs Return - which in the word and figures following to wit reads

State of Ohio Union County ss } To the Sheriff of said county Greeting We command you to summons Andrew Coleman to appear before the Honorable The Judges of the Court of Common Pleas of our said County at the Court house in Millford on the first day of our next term to answer unto John Willson in a Plea of the case Damages $1000.00 and have you then there this writ

Witness the Honorable John A McDowell Esq president of our said court at the court house aforesaid this twenty fourth day of May 1821 Test Thomas Reynolds Clerk protem - - - This suit brought to recover one thousand dollars for goods sold and delivered money lent and advanced work and labour done &c G Swan Atty for Pltff

Sheriffs Return Served by reading in his presence

James Ewing Sheriff U.C.

And afterwards (to wit) on the thirteenth day of November the above return being made by the Sheriff of said county this cause stood continued untill next term - And afterwards to wit on the fifteenth day of May in the year of our Lord one thousand eight hundred and twenty one John Willson by his attorney filed herein his declaration in the words and figures following (to wit) - State of Ohio Union county ss Union court of common Pleas November term in the year of our Lord one thousand eight hundred ~~Dollars~~ and twenty one Andrew Holeman late of said county of Union was summoned to answer unto John Willson of a Plea of the case for that the said Andrew Holeman on the first day of november in the year of our Lord one thousand eight hundred and twenty at union county aforesaid and within the jurisdiction of this court being indebted unto the said -

John Willson in the sum of one thousand dollars for the work and labour care and diligence of him the said John Wilson in and about the business of the said Andrew Holeman and at his special instance and request also in the other sum of one thousand dollars for goods wares and merchantise before that time sold and delivered by him the said John Willson to the said and Andrew at his like special instance and request also in the other sum of one thousand dollars for so much money lent and advanced paid laid out and expended by him the said Willson to for and on account of him the said Andrew Holeman at his like special instance and request also in the further sum of one thousand dollars for so much money had and received by him the said Holeman of him the said Willson at the special instance and request of him the said Holeman in consideration thereof then and there undertook and faithfully promised the said Willson to pay the said sums of money when thereunto afterwards ~~requested~~ he should be requested so to do Yet the said Holeman although often requested hath never paid said sums of money or any part thereof to the said John Willson but hath hither wrongfully neglected and refused so to do and still does neglect and refuse to the damage of the said John Willson one thousand dollars and therefore he brings suit &c By G Swan his attorny ~~and the sd~~ John Willson put in his plea G Swan as his atty ~~in the above suit~~

And on the same Day and year last aforesaid the said Andrew Noteman by Aris Parrish his attorney filed herein his plea in the words and figures following to wit —

John Willson vs Andrew Noteman } Union County Common Pleas —

And the said Noteman by Aris Parrish his Attorney comes and Defends the wrong and injury done when &c when &c and says that he never did assume ~~in manar~~ and promise in manner and form as the Plantiff in his declaration hath alledged and declared against him and of this he puts himself upon the country and the plantiff doth the like Aris Parrish Attorny for Deft

The above named Willson will take notice that the Defendant on the trial of above cause will offer evidence to prove and insist that said Plantiff at the commencement of said suit and still is indebted to him the said Noteman that he the Plantiff was and still is indebted to him in the just and full sum of one thousand Dollars for goods wares and merchantese before the commencement of said suit sold and delivered to him the said Willson at his special Instance and request also in another sum of one thousand dollars for so much money lent and advanced had and received by him the said Wilson at like request of said Wilson also further take notice that said Noteman will offer evidence to prove that said Wilson and Noteman on the 7th day of March in the year of our Lord one —

One thousand eight hundred and twenty referred all and singular their accounts Debts and demands of every kind and Description and nature to the award and final Determination of James Norton James Comstock and Silas Dart And the said arbitrators did following and year award and determine that the said Wilson should pay the said Coleman the sum of three dollars in final discharge of all accounts Debts Dues and Demands aforesaid and that said suit is Brot by the said Willson in and from the same matter and things accounts Debts and Demands so as aforesaid defined and none other. And said will also take notice, that said Coleman will offer Evidence to prove and assert that said Willson on the 11th day of March in the year last aforesaid commenced his suit before one Clarke Provin a justice of the Peace for said County of Union against this Defendant from the same Debts demands accounts matter and things from which the above suit is now brought and that said justice did render a Judgment in said cause then so as aforesaid before him for this defendant an that said Judgment is now yet in full force and in no wise invalidated annulled or set aside Otis Parish Atty for Deft.

And afterwards to wit the day and year first aforesaid came the Parties by their attorneys and thereupon came a Jury to wit, Wm B Irwin Simeon Hagar John Irwin Wm Rickey Jun John Irwin Jun Daniel Hunt

Jonathan Worthy Moses Mitchel Hugh Porter Augustus Coolidge Nathaniel Hazar & Moses Patrick who being Elected Charged & Sworn well and truly to try the above Cause in Issue joined between the Parties and the Jury aforesaid upon their oaths aforesaid do say that the Defendant did not assume in manner and form as the Plantiff in his declaration hath set fourth and alledged and Declared against him Judgment Whereupon the Plantiff Gave notice appeal and afterwards to wit and the fourth day of June in the year last afore said came John Wilson Plantiff in the above suit and Entered into a bond for the further Prosecution of said appeal which said Bond reads in the words and figures following to wit, Know all men by these presents that we John Wilson Josiah Jossing and Thomas Sanders are held and firmly bound unto Andrew Coleman in the sum of One hundred dollars good and lawfull money of the United States to the payment of which we bind ourselves our heirs Executors and admin is trators jointly and severally firmly by these presents sealed with our seals and dated this fourth day of July AD 1821 The condition of the above obligation is such that the above bound John Willson shall appear at our Next Supreme Court on the first day of the term and not Depart the Court without Leave and shall pay the costs and Concummation money of

Judgment or decree should be entered in favor of the appellee then this obligation to be null and void otherwise to remain in full force and virtue in Law

Attest

Richard Gobrel

Dep — Clk — —

John Willson — Seal

Josiah Topping — Seal

Thomas Saunders — Seal

And afterwards to wit at our next term of said Court of Common Pleas (to wit) July term in the year Last aforesaid It was ordered by the Court that judgment be entered upon the Verdict of the Jury rendered at Last term for costs against Defendant as of said Last term and taxed to $28.85 cts

I S. G. Strong Clerk of the Court of Common Pleas for the County of Union aforesaid do hereby Certify that the foregoing is a true transcript of all the proceedings had before the said Court of Common Pleas in the above cause

In Testimony whereof I have hereunto set my hand and official Seal at Marysville this 5th day of August AD 1824

S. G. Strong Clk. C.C.P.

" " " Co. Ohio

S Court N b

Willson
vs
Notman
} Notice to take Deposition

Filed herein July 22d

15 v
35
187

To Mr. Andrew Noteman,

Sir, you will please to take notice that on the 27th instant, between the hours of 9 o'clock in the morning and 3 o'clock in the afternoon, at the house of Cyrus Hulburd, Esq. in Lower Sandusky, I shall proceed to take the depositions of Josiah Topping, Hannah Topping and Hector Topping, to be read in evidence in a certain case or suit now pending in Union County Supreme court, wherein myself is plaintiff and you are defendant; at which time and place you may attend if you should deem it expedient.

Little Sandusky, Marion County, June 16th 1825

Yours very respectfully,
John Wesson

Supreme Court U S —
Willson vs Hotman
Notice to take Deposition filed July
22d 1826
Silas G Strong
Clk

The within is a
Copy of the execution
Served on John
Wilson

Darby Creek February 6th 1826

Mr. John Wilson Sir you are hereby notified that I shall take the Deposition of James Cornstock on the 20th day of May next Before Wm. Wakefield a Justice of the Peace of Crosley Township Hamilton County Ohio at his Dwelling House to be Read in evidence at the next Supreme Court for Union County in a Suit Depending Between John Wilson and Andrew Coteman yours &c.

Andrew Coteman

5 20

To the Clerk of the
Sup. Court of Union
County Ohio
The Deposition of James
Comstock in a Cause
depending betwene
Andrew Coleman
and John Wilson

Filed
Jan 4

Johnson Foot & al
vs
Wilson } Depositions
Returned
Office July 22 1826
Jno Johnson Clk

The State of Ohio Union County } ss
John Wilson } Union Supreme
vs
Andrew Waterman

Before Wm Wakefield justice of the peace for Crosby township in Hamilton County
Deposition of James Comstock Crosby Township in Hamilton County produced sworn and examined on the 20th day of May in the year D 1826 between the hours of ten & eleven & Sil P M of said day at the dwelling House Wm Wakefield pursuant to the enclosed notice to here in evidance in the above cause on the part & behalf of the Defendant

James Comstock of the Township of Crosby in the County of Hamilton aged forty years and upwards being produced and carefully examined cautioned and sworn to testify the whole truth & deposeth and say that he the said deponent James Wonton & Silas Dort esqr was chosen as Arbitrators between the parties in the above case and met in Darby Township in Madison County on the 7th day of March D 1820 and when met the parties agreed to each give a note to the other to save the time of drawing Bonds and accordingly gave there notes for about the seventy dollars each and agreed that the decision of the above named Arbitrators should be Decisive and they parties delivered the notes to the said arbitrators with instructions to endorse thereon agreeable to there decision and after the parties had seleted there Demands and we cancelling the whole Demand presented to us we returned Andrew Waterman his note and endorsed John Wilsons note all except three dollars and delivered it Andrew Waterman

turn over

this deponent continued further states that the sd Wilson was to make some repairs on the premises to the amount of a few dollars on which he then lived before leaving it and further this deponent saith not James Comstock

Sworn to and Subscribed before me at my Dwelling House in Crosby township the day and year first above written

Wm Wakefield
Justice of the Peace

Justices fees for this deposition
$0 or 84
50

James Comstock

The State of Ohio }
Hamilton County } I Daniel Gano Clerk of the Court of Common Pleas within & for the County of Hamilton in the State of Ohio, do certify that Wm Wakefield Esq before whom the foregoing Deposition appears to have been taken & whose certificate thereof is thereunto annexed is, and was at the time an acting Justice of the Peace for the County of Hamilton, duly elected commissioned & sworn according to law and that to all his acts as such due faith and credit are due and ought to be given as well in Courts of Justice as therewith.

In Testimony whereof I have hereunto set my hand & affixed the Seal of our said Court of Common Pleas at Cincinnati this 28th day of May A.D. 1826.

Dan. Gano clerk

Holeman
as
Wilson &
Sebonna —
and
Sum — . 20

Serva — 20.

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We command you to summon Clark Provin & Titus Dart to appear Before the honorable the Judges of the Supreme Court forthwith to testify and the truth to say in a certain Matter of Controversy in said Court Pending and undetermined where in John Willson is Plaintiff & Andrew Porter Man Deft and this writ make Legal Service and Dew Return

Witness the Honorable Edward Pros Chief Judge of said Court at Marysville this 22d day of May 1826 - Silas Y Strong Clk

Supreme Court vs
Wallson vs Coleman
Notice to take Dep
ositions filed July
22 1826
Silas Armstrong
Clk S.C.

Andrew Coleman

State of Ohio Delaware County. SS.
Before me Gideon Shepenger a Justice of
the Peace in and for the County aforesaid
personally came Walter Worley who
being duly sworn according to law
deposeth and saith that he served the
within Notice by leaving a copy at the
residence of the said Andrew Koteman
the said Koteman not being at the house
on the twenty second April last past
and further this deponent saith not
Walter Worley
Sworn and subscribed before me this
first day of May A.D. 1822
Gideon Shepenger J.P.

Otsego County ss

John Wilson } In Debt and Damages.
vs.
Andrew Norton } Before the Hon. Supreme Court for the county of Otsego aforesaid

Take Notice that the Depositions of Joseph Wilson, Daniel Wilson and Jacob Brewer material witnesses on the part of the Plaintiff who reside out of said County to wit in the County of Delaware will be taken before Gideon J. Messenger a Justice of the Peace in and for the County of Delaware at his Office in Walton Rock, township Delaware County, on the 27th day of April instant between the hours of ten A.M. and six P.M. at which time and place you can attend and put in Interrogatories if you think fit

John Wilson

To Mr Andrew Norton.

Defendant in the above suit.

April 20th 1822

him to get his Dogs to drive the hogs out of the field and when he returned he would repair the fence and like wise tola him to drive the hogs away from the field so that they would not get a habit of getting into the field and this deponent further saith that An drew Hoteman on his return from meeting did repair a small part of said fence but that said repairs were insufficient to keep the hogs out of said field and further this deponent saith not

Daniel his mark Wilson

Sworn to and subscribed before me this Twenty seventh day of April A. D. 1826.

Lucas Sappington J.P.

Collison
vs
Hoteman
Deposition taken July 29
1826
Attest Collison Clk

State of Ohio Delaware County. SS.

John Wilson
vs.
Andrew Bateman

Debt and Damages

Before the Supreme Court
for the County of Union,
State of Ohio.

Depositions of Daniel Wilson and Jacob Brewer of the township of Salt Rock in the County of Delaware Produced and sworn and Examined on the twenty seventh day of April in the year of Our Lord one thousand Eight hundred and twenty two between the hours of ten in the morning and seven in the Evening of said day at the Office of Eaton Stephens to be read in evidence in the above cause, on the part and behalf of the Plaintiff. as follows.

Jacob Brewer of Salt Rock township in the county of Delaware aged thirty five years and upwards being produced and sworn and carefully cautioned Examined and sworn to tell the whole truth doth depose and say that the this deponent was employed to help hoe in a field of wheat which was at that time in corn and was in possession of John Wilson and this deponent saith that the during

of said field injured the corn considerable ~~at the~~ This was in the year A.D. 1819. This deponent further saith that there was about ~~twelve~~ acres of said field sowed and that said field was supposed to contain about thirteen acres. This deponent further saith that he was called on the same season to drive out some hogs that had broke into the field and that he drove out about thirty hogs and found the fence quite poor and this deponent does not believe the fence at that time sufficient to turn hogs. This deponent further saith that he was called on to carry chain to measure a piece of ground that Andrew Roteman rented of John Wilson and that said piece of ground did contain one half acre and one half quarter and some odd rods not exactly recollected and this deponent further saith that he was employed to count and measure some shingles and that he found that there was twelve hundred and that the said shingles were made to be put on a corn house on the premises of the said Andrew Roteman

and this deponent doth believe that such Shingles were at that time worth four Dollars per thousand and further this Deponent saith not

Jacob Brewer

Sworn to and subscribed before me this twenty seventh of April A.D. 1842

Lucius J. Mesenger J.P.

Daniel Wilson of Tate Rock township in the County of Clarke Age sixteen years and upwards being produced and sworn and cautioned and examined to testify the whole truth doth depose and say that he this deponent did labour for Andrew Moteman seven days and that he was to have twenty five cents per day and this deponent further saith he this deponent went three several times to Andrew Moteman to get him to repair the fence around a thirteen acre lot of Land which John Wilson rents of Andrew Moteman and that said Andrew Moteman told this deponent one time of his going to let him that he was then going to mutting and could not repair the fence untill the next week and likewise told

Supreme Court Ule
Willson
vs
Waterman } Deposition
Filed July 22 1826
Silas Strong
Clk

Clerk of the Supreme Court Union County
Ohio

Inclosed is the depositions of Josiah Tappan
& Hector Tappan taken to be read in evidence in
a suit now depending in the court aforesaid wherein
John Willson is plaintiff and Andrew Waterman deft
the within depositions were inclosed and sealed up by
me Cyrus Hulland Justice of the Peace

L Sandusky Aug 20
Lody Co
Com. of John Willson
Upper Sandusky

The State of Ohio } Before me Cyrus Hulland
Sandusky County } a Justice of the peace in &
for the county afore said personally appeared Jacob
Jopping and he was solemnly sworn to the answer make
to all such questions as should be put to him relative
to a suit now depending in the supreme court Union County state
afore said to have in John Willson is plaintiff and
Andrew Nateman defendant — this deponent upo
oath and saith that he is well acquainted with the sd
Willson and Nateman and was knowing that the
parties afore said had considerable deal to gether
years to the year one thousand eight hundred and
twenty and that the said Willson hired land of the
said Nateman and this deponent believe that their
was to the amount of twelve or fourteen acres in
the field that the said Willson planted said field
to corn and that the fence around said field was very
poor not sufficient to secure a crop and that the
said Willson raised a good crop of corn on said ground
or field and that before it was ripe a miff to harvest
said corn was considerably damaged ~~[illegible]~~
by hogs & and this deponent believes from the best
of his recollection there was at least one hundred
bushels of corn destroyed in said field further this depo
nent says that the said Willson and Nateman sub
mitted all their accounts and dealings to arbitrator
some time in the spring of eighteen hundred and
twenty and that the said arbitrators to wit James
Norton Peter Dort and James Barnes took after they
had examined all the accounts and evidence they
the arbitrators to wit Peter Dort told this depo
nent that the said Arbitrators would not tell
or had agreed not to tell anyone how or upon
what principle that they had decided the dispute
and that they would not give a copy of their
decision and further this deponent saith that
he was knowing that the said Willson and Nateman
had a law suit concerning their deal after this arbi
tration had taken place which law suit was
before Clark Provin Esqr who told this depo
nent that Mr Willson was nonsuited ~~[illegible]~~
but he did not enter it on his docket in that way

but gave judgment for the costs as he did in
all cases where there was no suit further this
deponent saith not — Josiah Topping

sworn and subscribed to this 27th day of June
between the hours of nine oclock A.M. and three P.M.
on said day at my office in Lower Sandusky this 27th
day of June AD 1825. between the hours of 10 oclock AM and 3 PM
Oyen Hudson Justice of the
peace

Deposition of Hector Topping taken on this 27th
day of June at my office in Lower Sandusky between
the hours of nine oclock A.M. and three P.M. on
said day to be read in evidence in a suit now
depending in the supreme court Union
county between John Willson plaintiff and
Andrew Nateman defendant this deponent
being sworn and examined as the law dir-
ects deposeth and saith that he is acquainted with
the said Willson and Nateman and was living
a neighbour to them both in the year of 1819 and
was knowing that the said Willson occupyed a part
of the said Nateman land and this deponent
helped the said Willson to raise and cultivate corn
on the ground afore said and that the fence was
in sufficient to secure said field against hogs
or cattle and that there was as much as two acres
of corn destroyed in said field by the hogs before
it was fit to gather and that after said field of
corn was cut up and set to gether in bunches
there was a considerable number of bunches
of said corn torn down and destroyed further this
deponent saith not — Hector Topping

The State of Ohio } I Cyrus Hulburd a Justice of the
Sandusky County } the peace in and for the Town of
Lower Sandusky county aforesaid do hereby
(Seal) certify that within in deposition of
Joseph Jaffin and Heeter Jeffin was severally
read to the deponents: subscribed and sworn to as
within stated this 27th Day of June AD 1825

Cyrus Hulburd
Justice of the peace

The State of Ohio }
Sandusky County } I Saml. A. Scranton Clerk
of the Court of Common Pleas of
the County of Sandusky Do hereby
Certify that Cyrus Hulburd Esquire
before whom the within & foregoing Depositions
appears to have been taken was then & now is an
Acting Justice of the Peace duly Commissioned
and Qualified & that full faith and Credit
are due to all his Official Acts as Such

In Testimony whereof I have
hereunto set my hand and Seal of Office
at Sandusky this 8th day of July AD 1835

Saml. A. Scranton Clerk

24-SC-1

No.

Union Common Pleas Court.

Levi Jones et al
Plaintiff,

AGAINST

Henry Masse,
Defendant.

Sept 1830
Abated by Death.
No Record

Supreme Court

Journal 1 Page 22

Record No. Page

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Attorney Prosecutor
vs
Leonard Jones &
Levi Jones —
Subpoena
in Debt

Not found in the County
August 7 1824 James Irving S.U.C

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you that you Summon Leonard Jones & Levi Jones to appear before the Honorable the Judges of our Supreme Court on the Seventh Day of August next ensuing at the Court house in Marysville to answer a petition in Chancery Exhibited against them by Henry Mapie and this they shall in no wise omit under the penalty of ten thousand dollars Winess the Honorable Jacob Burnett President of our Said Court at the Court house in Marysville this 7th day of July AD 1824

Teste S. Strong Clk S.C. U.C. Ohio

Pltff's Interrogatories
at
Henry Wrapie } Answers
of
Defts:

filed 25 July 1829
Solas. G. Story
Clk

The separate answer of Levi Jones to the bill of complaint of Henry Massie exhibited against himself & Leonard Jones in chancery in the Supreme court of Union county.

This respondent saving & reserving to himself now and at all times hereafter all and all manner of benefit of exception to the manifold errors, uncertainties & insufficiencies in the said complainants bill of complaint contained, for answer thereunto or so much thereof as this respondent is advised is material for him to make answer unto, in answering saith, that he admits it to be true, that a warrant was granted by the State of Virginia to Alex.r Parker as heir at law of the said Rich.d Parker for the quantity of land and to be located in the manner charged in said bill of complaint. This Respondent in further answering saith that he admits it to be true that at the time charged in said bill Alex.r Parker assigned & transferred his interest in said warrant to Daniel Brodhead & Walker Daniel, and that before the

said assignment three thousand five hundred acres of land were located in the state of Kentucky, and that some time after the ~~said~~ transfer and assignment aforesaid in the year seventeen hundred seventy seven, the residue of the quantity was located in the state of Ohio ~~on Darby's creek~~ in two different entries and in the quantities charged in said bill of complaint. And this respondent expressly charges that the two entries last mentioned embracing the residue of the land called for by the said warrant, were made by said Daniel Boodhead in the year 1787, upon lands lying on Darby's creek of a very superior quality - copies of which entries & surveys duly authenticated are herewith filed and prayed to be taken as part of this answer.

And this respondent further answering positively denies that there was ever any arrangement & agreement between Walker Daniel & Daniel Boodhead by which the lands located in Ohio were to be the exclusive property of the said Walker Daniel and the lands located in Kentucky were to be the exclusive property of the said Daniel Boodhead. As to this charge in the bill this respondent

respondent asserts it to be false, and calls upon the said complainant to exhibit evidence of the fact of the existence of such agreement or arrangement. Indeed this respondent positively charges that Robert Daniel as heir at law of said Walker Daniel sold and conveyed five hundred acres of the land in Kentucky which has been located by virtue of said warrant. This respondent however admits it to be true that Robert Daniel heir at law of said Walker Daniel who died about the time ~~mentioned~~ charged in said bill of complaint, was entitled to an equal half of the lands located in Ohio. etc to the charge contained in said bill that Robert Daniel afterwards or at any time sold and transferred his interest in the lands to William Shannon this respondent knows nothing, and therefore calls upon complainant to introduce proof of said assignment transfer. This respondent expressly charges that if any such assignment was ever made, he was informed some time after the purchase on his part, hereinafter stated and

believes the fact to be, that the consideration of said assignment & transfer was a gaming one & therefore illegal & void. And this respondent in further answering saith that he knows not when William Shannon departed this life, nor does he deem the fact material or important. Equally immaterial in the opinion of this respondent is the charge that he made a will and appointed Samuel Shannon his wardrobe legatee and that by virtue thereof the said Samuel Shannon became entitled to the interest in the land warrant & locations aforesaid. As to this charge respondent knows nothing except what he has before stated, and submits to this honorable court whether the said Samuel Shannon acquired any interest in the locations or lands under or by virtue of a devise by an individual who if he had any shadow of title, acquired the same upon gaming consideration which was illegal & void. — Whether the said Samuel Shannon obtained copies of the different loca-

advantageous sale of the land) entered the same in his own name with warrants of his own, a-
-dopting three of the corners of the first entry;
thus disregarding the rights and interest of the said
Daniel Woodhead who was entitled to an equal
moiety of the same. And this respondent further
expressly charges that the entry first made of the
lands on Darby's creek was sufficiently definite
and certain, and would have been sustained in
the opinion of this respondent, as all the entries
of the lands in the vicinity depend upon its vali-
-dity. And this respondent in further answering
admits the final location of the said warrant
as charged in said bill of complaint, but ex-
-pressly charges that the land so located last, is not
worth one fifteenth as much as the land lying
on Darby's creek which were first located and
from which the said complainant dishonestly,
fraudulently, and without authority removed the said
warrant, and located other warrants belonging
to complainant on the same land the same day
as aforesaid.

This respondent knows not to what trouble or expence the said complainant has been subjected in removing & locating — locating & re-removing said warrant, but this respondent does not deem him entitled in law or equity to any compensation for the performance of services voluntarily & unauthorizedly rendered, and by which the interest of this respondent has been prejudiced to a very large amount. This respondent further answering states, about the year 1816 the brother of this respondent Leonard Innes and himself purchased from Robert Daniel's executor one moiety of said land & warrant for some thing more than the sum of seven hundred pounds, part paid in the relinquishment of judgments against said Roberts' estate, and part in money to the executor, the said executor being authorized by the will of said Robt. Daniel to make sale of his the said Roberts' real and personal estate, and the assignment was made by said executor to this respondent of the moiety of said land & warrant ~~originally~~ therefore belong

locations aforesaid made under the aforesaid war
rant or whether he obtained, or the same an assignment
to himself from the said Robert Daniel Pierce as
as aforesaid of his interest in the same this respon
=dent knows not, but calls for proof of the same
by complainant. — And this respondent further
answering saith, that he knows nothing of the
opinion which Samuel Shannon may have en
=tertained with respect to his title or claim to
the lands in Kentucky or Ohio, this respondent
knows not of his title to the lands in either state,
nor does he know any thing of the written con
=tract between said Shannon and complainant
or the terms or conditions of the same. But
this respondent yeilds that said Shannon had no
title to the lands or locations made in Ohio upon the said warrant
and therefore could confer none to complainant.
This respondent positively denies the authority of
said Shannon to agree with complainant that
he (complainant) should withdraw said loca
=tions inasmuch as the said Daniel Woodward
at the time of said locations were made had an

interest of an equal moiety of the same and never authorized or empowered the said complainant or any other person to withdraw the same. And it appears to this respondent that if the complainant had any confidence in the validity of his title acquired under the said Samuel Shannon to the same, he would not have requested from Shannon an authority to remove or withdraw the same for the only purpose of entering the same land upon warrants belonging complainant himself as shall be hereinafter disclosed. This respondent admits it to be true that complainant withdrew the entries in Ohio as aforesaid made; but that they were removed for the reasons assigned in bill of complaint, this defendant does not admit. And this respondent expressly charges that the entries (or warrants) were removed by complainant four or five several times, and the same day on he withdrew the locations aforesaid from the lands on Darbys creek, as aforesaid, the complainant, (having previously ascertained that he could make a very advanta-geous

belonging to the estate of said Robert Daniel, which said last mentioned assignment was endorsed & executed on the back of a power of attorney executed in the year 1784 by Alex.r Parker authorizing Richd C. Anderson to convey or assign the said warrant to Daniel Broadhead & Walker Daniel, and in the year 1818, having become fairly invested likewise by regular transfers with the right to the other moiety (to wit) that of Daniel Broadhead of said warrant & lands, this respondent proceeded to Virginia to the residence of said Alex.r Parker and on presenting the evidences of his title to the said warrant & lands received from the said Parker a deed of conveyance in fee simple, & assignment & transfer of all the said lands & warrant in the State of Kentucky & Ohio, this respondent depositing at the same time in hand of said ~~Parker all the evidences~~ aforesaid of this respondents right & interest acquired as afore said. So far as regards the transactions & conversations which complainant alleges to have been held with Leonard Jones, or with said Leonard

& states this respondent is wholly ignorant, and if said allegations in the bill are to operate in any manner to charge him, he requires full proof thereof.

This respondent has no recollection of having ever heard of complainants' asserting a claim to the land or warrant in controversy until some time after his return from Virginia after having received the conveyances & transfers aforesaid from said Chas. Porter, and the allegation in said bill that this respondent is a mere trustee for Leonard Jones or that there exists any fraud, shield or cover (or "Ægis") in the transaction is wholly false. This respondent further states that in ~~the~~ his contract ~~from~~ for the procurement to himself of the transfer ~~of~~ said Woodhead moiety in the said land & warrant this respondent in 1818, ~~paid and satisfied~~ secured to be paid by his note of hand ~~the~~ sum of four thousand five hundred dollars, and for the other moiety he paid the sum above stated to Martin Daniel executor of said Robert Daniel.

And having thus acquired the legal and equitable title to the lands warrant of aforesaid he admits it to be true that there was issued to him from the government of the United States, patents for the lands aforesaid, as charged in Complainants' bill; and having thus acquired the legal & equitable title to said lands for a valuable consideration, and without any notice whatever of the pretended claim of said complainant, this respondent submits to this honorable court whether they will disturb his possession or title.

This respondent further represents that the said Henry Mapie withdrew the two entries on Darby's creek amounting to 316 2/3 acres on the day of in the year 1807, and appropriated the same land on the same day as aforesaid with warrants of his and said Mapie's and that at this time the said land on Darby's creek is readily worth the sum of two dollars per acre making the sum of $31.666, and

that the rents of the same land are reasonably worth one thousand Dollars annually since the withdrawal of the said locations, which makes an amount up to this time of nine teen thousand Dollars thus making an aggregate sum of $50.666, for which your respondent and those under whom he claims has only received the lands last located by said Mapie upon the said warrant, and which this respondent sold for about 30 cents per acre ~~yielding~~ in the year 1824, yielding to this respondent (exclusive of taxes &c) a sum equal to about $1666, leaving a difference in value to your respondent and those under whom he claims (the whole benefit of which results to your respondent by his purchases aforesaid) of the sum of $49000 of which they have been deprived by the fraudulent acts of the said Mapie, and that in equity he should make good to your respondent.

Therefore your respondent prays yr hon.

court that this answer be taken in nature of a cross bill; and all the matters thereof be considered as an original bill and the said Magie be required to answer upon his corporal oath the same & every part thereof as fully as if separated by way of interrogatory, the whole statements of which are herein charged to be true - and to the further end this respondent prays of the court that the said Magie may set out & say what is the present cash value of the land embraced by the said first locations on Darby's creek which were withdrawn by him as aforesaid and also that he specifically answer and say what sum is a reasonable rent for the same from the time of his withdrawing the said locations, and that he further discover whether those who now occupy the same land under his claim and those to whom he first sold had a knowledge of his withdrawing of the said first locations previous to their obtaining conveyances therefor - and also that he discover who are the particular persons

with whom he has had connexions in this matter that had such knowledge, what are their circumstances, and where their residence, as far as he is advised. And your respondent would suggest to the court the propriety of making all such persons defendants, at a proper time as may be deemed material for the furtherance of justice. And to the end that justice be done in the premises your respondent would desire of the court upon the hearing of this cause to give a decree in your respondents favour for the land embraced by the two first locations aforesaid if to be had, and compel a conveyance to this respondent for the same and award to this respondent the possession thereof by proper process. And if the said lands shall be considered in the hands of innocent purchasers and beyond the reach of your respondent, then that your honors will decree such sum in lieu thereof to your respondent as may be right, and also such further sum

~~[illegible]~~ for rents and issues as may be just & equitable, and that such monied decree may be against the said Henry Maxie, and such others as may be found liable for the same: And that defendant denies all fraud and unlawful combination with which he stands charged, & having fully answered ~~he prays to be hence dismissed~~ prays ~~this~~ honorable court to dispense justice upon a fair understanding of the merits of the case.

Levi Jones.

The State of Kentucky
Henderson county Set. Personally appeared before me a justice of peace in & for the county aforesaid Levi Jones & made solemn oath that the matters & ~~things~~ contained charges in the foregoing answer in nature of a cross bill so far as stated to be within his own knowledge are true and so far as stated to be derived from the information of others he believes to be true. N.B. The said answer is written on 15 pages numbered in order & signed by said Levi Jones.

Given under my hand this 17th day of august in the year 1807. James Alves J.P.H.C.

Commonwealth of Kentucky
Henderson County S.S.

I William D Allison clerk of the County Court for the County aforesaid do certify that James Alves Esquire before whom the foregoing Answer was sworn to, is an acting Justice of the peace in & for said County, duly Commissioned and qualified, and that full faith and Credit is and ought to be given to all his official acts as such.

In Testimony whereof I have hereunto set my hand and affixed the Seal of said Court at Henderson the 17th day of August 1827.

Wm D Allison

No. 26-SC-1

Union Common Pleas Court.

Farmers & Mechanics Bank of Steubenville Plaintiff,

AGAINST

Defendant.

Benjamin Biggs.

NOV TERM, 18 23

Judg vs Plaintiff
$5-275-66⅔

Journal 1 [0] Page 140 [79]

Record No. 1 Page 89

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

No. 1 case

The Farmers & Mechanics Bank of Steubenville

v.

Benjamin Biggs

Filed Nov. 22d. 1822

Dr Lowrie

Richard Gabriel Clk.

NOV TERM. 18 23

Marion County Court of Common Pleas November Term eighteen hundred & twenty two,

Marion County ss.

Benjamin Biggs was attached to answer unto the President & Merchants Bank of Steubenville in a plea of the case and thereupon the sd Plff by Searle their Atty complains, for that whereas one Andrew Hornbeck on the 12th day of March eighteen hundred & seventeen at Steubenville to wit, at Marion County aforesd made his certain promissory note in writing & therein & thereby promised to pay to one John Flack or his order the sum of three thousand eight hundred dollars for value received, payable at the President & Merchants Bank of Steubenville, sixty days after the date of sd note — and the sd John Flack to whom or to whose order the payment of the sd sum of money in sd note mentioned was thereby directed to be made, afterwards on the same day & year & at the place aforesd indorsed sd note & thereby & thereon ordered & authorized the sd sum of money in sd note specified to be paid to the sd Benjamin Biggs — and the sd Benjamin to whom or to whose order the payment of the sd sum of money in sd note mentioned was by the indorsement aforesd directed to be made, afterwards to wit on the same day & year & at the place last aforesd

mentioned & promissory note & thereby then & there
ordered & appointed the contents of the sd promissory
note to be paid to the sd Plaintiffs, and the sd
Plffs did then & afterwards when the sd note
became due & payable to wit on the fifteenth day of
May 1847 at the place aforesd to wit at the Farmers
& Mechanics Bank of Steubenville, the sd promissory
note was presented & shown to the sd ~~Defendants~~
at the maker thereof for payment thereof, & the
sd Defendants were then & there requested to pay the sd
sum of money in sd note mentioned according
to the tenor & effect of sd note, but that the sd Defendants
did not nor would when the sd note was so
presented & shown to them for payment as aforesd
pay the same or any part thereof but on the contrary
thereof wholly refused so to do, nor hath at any time
paid the sd sum or any part thereof, of all which
the sd Benjamin afterwards to wit on the sd
fifteenth day of May 1847 at Steubenville, to wit at
Jefferson County aforesd had notice. By reason
whereof & by force of the Statute in such case made & of
provided the sd Benjamin then & there became liable
to pay to the sd Plffs the sd sum of money in sd promissory
note mentioned when he should be thereto afterwards requested
~~according to the tenor & effect of sd note~~
~~& of the agreement so made then & there aforesd~~ and
so being liable the sd Benjamin afterwards to wit on
the same day & year last aforesd at the place last
aforesd in consideration thereof, in consideration of the
premises faithfully promised the sd Plffs to pay them the sd
sum of money ~~when~~ in sd note mentioned when he
should be thereto afterwards requested.

and whereas also afterwards to wit on the first

day of July 1819 at Newton County aforesd the
sd Benjamin was indebted to the sd Plffs in the
further sum of five thousand dollars for so much
money then before that time by the sd Benjamin
had & received to & for the use of the sd Plffs - & also
in the further sum of five thousand dollars for other
money by the sd Plffs to the sd Benjamin lent & ad-
vanced & paid laid out & expended for the sd
Benjamin & at his special instance & request
since the sd Benjamin being so thereof indebted in
the several sums of money in this count mentioned
afterwards to wit on the day & year & at the place last
aforesd in consideration thereof undertook & the
sd then faithfully promised the sd Plffs to pay the
the sd several sums of money in this count
mentioned when he should be thereto afterwards
requested - yet the sd Defendant hath not paid the sd several sums of money above mentioned or any
part thereof to the sd Plaintiffs but the same to pay hath altho to
wholly refused & still doth. So the damages
of the sd Plffs forty thousand dollars & therefore
they sue

by Swan Catty

No. 26-SC-1

Union Common Pleas Court.

Farmers & Mechanics Bank of Steubenville
Plaintiff,

AGAINST

Benj Biggs,
Defendant.

NOV TERM. 18 26

JUD'G VS PLAINT'F

Journal 1 Page 16

Record No. 1 Page 209

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Bank of Steubenville
vs. In Attachment
Benjn Biggs

Copy of Record

I allow a writ of error in this case, on the conditions prescribed in the statute.
Given under my hand
22 - a D. 1826 -

J Burnet
Judge Sup Court

Filed May 4th 1826
Silas G Strong
Clk

1st

The Farmers & Mechanics Bank of Steubenville Pltff vs In Attachment Benj. Biggs Deft

Pleas before his honor John A McDowell Esq President and David Mitchell Williams Gabriel & James Curry Esqrs associate Judges of the Court of Common Pleas of the County of Union and State of Ohio at a Court Began and held at the Court house in the town of Marysville in and for said County on the 3d day of November in the year of our Lord one thousand Eight hundred and twenty three

Be it Remembered that heretofore, to wit, On the nineteenth day of July in the year of our Lord one thousand eight hundred and twenty two, The Farmers and Mechanics Bank of Steubenville by Gustavus Swan their attorney Sued out of the Clerks office of our said Court of Common Pleas our writ of Attachment against Benj. Biggs which said writ the endorsement thereon the Sheriffs Return with his doing thereon read in the words & figures following to wit. State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas it appears by the oath in writing of John C Wright agent of the Farmers and Mechanics Bank of Steubenville Pltff taken before Williams Long a Justice of the Peace of Franklin County that Benj. Biggs Deft. is indebted to said Plantiff

In the amount of a Promissory Note for three thousand Eight hundred dollars Dated March 12th 1817 payable Sixty days after Date and that said Defendant is not a Citizen of or Resident of the State of Ohio These are therefore to command you and you are hereby commanded to attach the Lands tenements ~~and real~~ Estate goods Chattels rights Credits Moneys and Effects of said Defendant Wheresoever they may be found and the same in your Custody Safely keep according to Law to secure to said Plantiffs their Debt aforesaid on the note aforesaid and in their action against said Defendant in a Plea of Trespass on the Case &c Damages in Thousand Dollars as it is said and of this writ make due return to our Court of Common Pleas of said Union County at the Court house thereof on the 21st day of November next with your doings thereon. Witness the Honorable John A McDowell President of the said Court at the Court house in Milford this 19th day of July 1822

Attest Richard Gabriel, C.P.C.C.P.U.C. Ohio

In pursuance to the commands of the within writ I the Sheriff of Union County went to the Lands and tenements of Benj Biggs in said County Negroes and being found by me which Lands and tenements

as hereafter Described did then and there in Presence of
Thomas Robinson & James Bobb two creable Persons and
freeholders of Said County then and there did Declare
that by virtue of the within and accompanying writ
to me Directed that I did attach the Lands and tenaments
of the Said Benj - Biggs And then and there did attach
the Lands and tenaments of the Said Benj Biggs at the
Suit of the Farmers and Mechanics Bank of Steubenville
as follows to wit four hundred and fifty acres of Land
on Mill creek No 4074 original quantity Six hundred acres
No of Survey 4075 containing three hundred and twenty five
acres original quantity 666⅔ acres also one tract of
five hundred acres No 5209 Said Biggs original Proprietor
And the Sheriff aforesaid with the assistance of Thom
as Robinson and James Boles Respectable freeholders
who were first Duely Sworn upon oath Make the in
=ventory and appraisement of the Lands and tenaments
as follows (to, wit) 450 acres of Land No 4074 original
quantity Six hundred acres and appraisted same at one
dollar and twenty five cents per acre Also one tract
of three hundred and twenty five acres on the Map
No 4075 Original quantity 666⅔ acres And on the
County Duplicate for 1822 No 9494 Origin quantity

500 which we do appraise at one dollar and twen-ty five cents per acre Also one other tract of five hun-dred acres No 5209 Said Biggs original Proprietor — and appraised at one dollar and twenty five cents per acre August 12th 1822

James Ewing Sheriff Union County
Thomas Robinson } Sects
James Bell

Note

The Indorsement on said writ omitted in the Proper Place but here is inserted as follows

Cause of action a note of hand Dated March 12th 1817 Payable 60 Days after Date at the Farmers and Mechanics Bank of Steubenville to John Flack or order for $3.800 Dollars By said John Flack assigned to the said Benj Biggs and by said Biggs assigned to the Plantiff — — — — —

Served this 12th day of August 1822 James Ewing Shff U C

And afterwards to wit on the 2d day of Novem-ber in the year of our Lord One thousand Eight hun-dred and twenty two at a Court of Common Pleas — holden in and for ~~Said~~ Union County afoursaid befor the Judges afoursaid Came the Plantiffs by their Attorney and the Same Day Came the Sheriff of the County of Union and made return of the said

Writ of attachment with his doings thereon as aforesaid and thereupon came the Plantiffs and by Gustavus Swan their attorney filed herein their Declaration &c Bore Ofse Which said Declaration Reads in the words and figures following to wit) Union County Court of Common Pleas November Term Eighteen hundred and twenty two — Union County ss —

Berg - Biggs was attached to answer unto the Farmers and Mechanics Bank of Steubenville in a Plea of the case &c and thereupon the said Plantiffs by Swan their attorney complains for that whereas — One Andrew Hoiblet On the 12th day of March Eighteen hundred and seventeen at Steubenville to wit at Union County aforesaid Made his certain Promisory in writing Note and thereby then and there promised to pay to one John Flack or his order the sum of three thousand Eight hundred dollars for value Received payable at the Farmers and Mechanics Bank of Steubenville sixty days after the date of said note And the said John Flack to whom and to whose name the payment of the said sums of Money in said note mentioned was thereby Directed to be Made After the Making said note to wit) on the day and year and at the place aforesaid

endorsed said note and thereby then and there ordered and appointed the said sum of money in said note specified to be paid to the said Benjn Biggs and the sd Benj Biggs to whom and to whose name the the payment of the said sum of money in said note mentioned was by the indorsement aforesaid directed to be made afterwards to wit on the same day and year and at the place last aforesaid indorse said promissory note and thereby then and there ordered and appointed the contents of the said promissory note to be paid to the said Plantiffs and the said Plantiffs and that afterwards when the sd note became due and payable to wit on the 12th day of May 1817 at the place aforesaid to wit at the Farmers & Mechanics Bank of Steubenville the said promissory note was presented and shewn to the said Amaru Howlett the maker thereof for payment thereof and the said Andrew was then and there requested to pay the said sum of money in said note mentioned according to the term and affect of said note but that the said Andrew ~~would~~ did not nor would when the said note was so presented and shewn to him for payment as aforesaid pay the same or any part thereof but on the contrary thereof wholly refused so to do or hath he at any time paid the said sum or any part thereof of all which

the Said Benjn after words to wit on the Said 15th day of May 1817 at Steubenville to wit at Union Union County aforesaid had notice by means whereof and by force of the Statute in such case made and provided the Said Benjn became then and there liable to pay the Said Plantiff the Said Sums of Money in Said promisory note Mentioned when he should be thereunto afterwards requested and so being liable he the Said Benjamin — after wards to wit on the same day and year last aforesaid at the place last aforesaid in consideration thereof undertook and faithfully promised the Said Plantiff to pay the Said Sum of Money in Said note mentioned when he should be thereunto afterwards requested and whereas also afterwards, to wit on 1st day of July 1817 at Union County aforesaid the Said Benjamin was indebted to the Said Plantiff in the further Sum of five thousand dollars for so much Money then before that time by the Said Benjamin had and received to and for the use of the Said Plantiffs to the Said Benjn lent and advanced and also in the further Sum of five thousand dollars for other Money by the Said Plantiff to the Said Benjn lent advanced and paid laid out and expended for the Said Benjamin at his special instance

and request and the said Benjamin being so thereof Indebted in the several sums of money in this count men-tioned afterwards to wit at the same day and year and at the Place last aforesaid in consideration thereof un-der took and then and there faithfully promised to said Plantiff to pay the said several sums of money in this Count mentioned when he should be thereto after wards-Requested yet though often requested the said Defendant hath not Paid the said several sums of money above mentioned or any part thereof to the said Plantiffs but the same to pay hath hitherto wholey refused and still doth to the damage of the said Plantiffs Six thousand Dollars and therefore they sue By Swan Attorney

And afterwards to wit on the same day and year and at the same Place last aforesaid at the court of Common Pleas aforesaid came the Plantiff and the Defendant Benjamin Biggs being three times Solem-ly called to come into Court and answer to the action and attachment brot against him came not but made Default — — —

The Penalty whereof the Court ordered that notice of this attachment be published in the news paper Prin-ted at Urbanna in Champaign County —

This Notice – On the nineteenth day of July 1822
The Farmers and Mechanics Bank of Steubenville
sued out of the Court of Common Pleas of Union County
and State of Ohio a writ of attachment for the sum
of Six thousand dollars against Benj. Biggs – which
advertisement shall be continued in said newspaper
for six weeks successively and that this cause stand con
tinued And afterwards to wit on the 21st day of April in
the year of our Lord One thousand Eight hundred and
twenty three at a Court of Common Pleas continued &
held at the Court house in Marysville aforesaid by
the Judges aforesaid – Came the Plantiffs By
~~[illegible]~~ their attorney and the Court by the inspect
ion of the newspapers are fully satisfied that the pen
dancy of this writ of attachment agreeable to the
order of this Court at last term and the Law in
such case made and provided has been Published –
The Plantiffs also by their attorney appeared and thereup
on the said Benj. Biggs was three times solemly called
to come in to Court and answer to the Plantiffs action
came not but made default the Court in the above
cause in attachment appoint Nicholas Hathaway Dow
Commissioner & Robert Wilson Auditors to settle and adjust

The claims of the Plantiff in attachment and such creditors of the Defendant Benjamin Biggs as may apply to the auditors before their Report is closed and made Report as is required by Law whereupon this cause stands continued untill next term

And afterwards to wit on the eighteenth day of August in the year of our Lord Last aforesaid — Before the Judges aforesaid came the Plantiffs by their attorney and the Defendant Benj — Biggs being three times solemly called to come in to court and plead to the Plantiffs action in attachment came not but made Default and thereupon it was ordered that this cause be continued untill next term for the report of the auditors appointed herein at Last term

And afterwards to wit on the day and year first aforesaid to wit the 3d day of November 1823 came the Plantiff by his attorney and on motion of said Plantiff it is ordered by the court that the auditors heretofore appointed in this cause be discharged from the performance of that duty and that the duty of auditing the claims of the Plantiff and such creditors as may apply under the attachment issued in said cause be discharged by

By James Ewing Sheriff of Said County who is to make report to this court

The President Directors and Company of Farmers & Mechanics Bank of Steubenville Plantiffs

vs In Attachment

Benjamin Biggs Defendant in Att

This Day Swan President Dissents

Came again the Plantiffs by their attorney and the Defendant being three times solemly called to come in to court and Plead came not but made Default and the Sheriff who was herein apointed to avail and adjust the claims of the Plantiffs and the accounts and Demands thereof and such Creditors of the Defendant as had applyed to the Court or Said Creditors before he closed his account having made Report [Which Said Report Reads in the words and figures following to wit

The President Directors and Company of the Farmers and Mechanics Bank of Steubenville

vs In Attachment

Ben Biggs

In pursuance of an order of the Honorable the Court of Common Pleas of Union County

I have proceeded to audit and adjust the accounts & demands of the said Plantiffs in Attachment to wit the President Directors and company of the Farmers & Mechanics Bank of Steubenville against Benj Biggs and so many of the creditors of said Benj Biggs as may have applied to the court or to me as auditor and none of the creditors of the said Benj Biggs having applied either to the court or to me I do find and report that there is due from the said Benj Biggs to the said the President Directors and Company of Farmers & Mechanics Bank of Steubenville the sum of five thousand two hundred & seventy five dollars and sixty six and two thirds cents all which is submitted

Nov 3d 1828 James Ewing Sheriff & auditor

That there is Due to the to the Plantiffs from the from the defendants the sum of $5275.66⅔ five thousand two hundred and seventy five dollars and and sixty six and two thirds cents It is therefore considered by the court that the Plantiffs do recover of the Defendant the sum of $5275.66⅔ cents the amount aforesaid Reported to be Due together with the costs

Taxed to $ and Costs Ordered further that the lands be appraised as on Judgements and be sold agreeable to Statute for two thirds the appraised Value — — — — — —

And afterwards to wit on the 19th day of April 1824 James Ewing Sheriff of said filed herein the return of the appraisement ~~of said Lands~~ of the Lands in the above Cause attached which return Reads as follows to wit Farmers & Mechanics Bank of Steubenville vs Benj Biggs We the Under Signed Being summoned by James Ewing Sheriff of Union After Being Duely sworn proceeded to View and appraise the Lands and tenaments of Benj Biggs being and Lying in the County of Union viz 450 acres No 4974 Original quantity 600 appraised at one dollar per acre Also 375 acres on the Map No 4078 Original quantity 666⅔ and on the County Duplicate for 1822 No 4949 Original quantity 500 appraised at one dollar and 25 cents Also one other tract of 500 acres No 5209 appraised at one Dollar per acre Given under our hands and seals this 21st day of February 1824

Amasa Amrine Sr
Francis Amrine Sr
Moses Amrine Sr
John Amrine Sr
Henry Amrine Sr

~~[illegible] the 28th day of April~~

The President Directors and Company of Farmers and Mechanics Bank of Steubenville Pltffs

vs

Benj Biggs Deft } In Attachment

In this Case the Sheriff of Aux Said County of Union having made return that he had Sold certain Leases and tenaments in Said return particularly Specified to the Plantiffs in this ~~case~~ cause Agreeable to the former order of this court and the Court having Carefully examined the proceedings of Said Sheriff in the premises are fully Satisfied that the Sale of one Sold has in all respects been made in conformity to the provisions of an act of the Legislature of the State of Ohio Entitled An act regulating

Farmers & Mechanics Bank
of Steubenville Plff

vs

Benjamin Biggs Deft

Transcript from
Supreme Court
Filed Oct 2 1826

Silas G Strong
Clk

Fees $00.66

Supreme Court Union County Ohio
July Term 1826 July 22d 1826

Stephen Colwell Administrator
of Benjamin Biggs Dec= Plff
vs
The Farmers and Mechanics Bank
of Steubenville Defendant,

In Error

This Day came the Parties by their Attorney and the issue thereon Joined being submitted to the Court having inspected the Record of the Judgement and Proceedings of the Court below and being fully advised thereon are of opinion that there is Error in said Record, In this, to wit, that by said Record It appears that Notice of the Pendancy of the Suit Below was not Published for the term of three months but only for the term of six weeks It is therefore considered by the Court that for the Error aforesaid, said Judgement be Reversed and held for naught and that the Plantiffs In Error Recover of the Defendant in Error his Cost in his suit by pended and It is further ordered that this Cause be Remanded to the Court below for further Proceedings

I Silas G Strong Clerk of the Supreme Court Certify the foregoing a true Copy of the order of said Court entered on the 22d day of July 1826
Witness my hand and the Seal of said Court this 2d Day of Oct 1826

Silas G Strong Clerk S.C.

SU

No. 26-SC-1

Union Common Pleas Cou

Stephen Colwell

Plain

AGAINST of Steuben

Farmers & Mechanics Ba

Defenda

JUL TERM 18 26

JUL TERM. 18 26

JUDGMENT VS DEFENDANT

SUPREME

Journal 1 Page 3

Record No. 1 Page 1

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Union. Com. Pleas

Stephen Colwell adm
of Benj. Biggs Dec
vs In Error

President Directors and
Company of the
Farmers and Mechanics
Bank of Steubenville

Writ of Error

Supreme Court Union

Stephen Colwell adm^r

vs } In Error

Farmers & Mechanics -

Bank of Steubenville

Affirmed this decree

July 22 1843

Clerk

Atty Genl

Union County Supreme Court

Stephen Colwell admr of
Benjamin Biggs Dec

vs } Citation

Farmers and Mechanics
Bank of Steubenville

June 27th 1826, Served
by leaving with David
Moody, Cashier, a Copy of this
Citation, at the Banking
house of the Farmers &
Mechanics Bank of
Steubenville.

fees to wit

Service — — $ - 35
Copy — — 15
- 50

Henry Swearingen
Sheriff

Filed July 14th
1826 Silas G Strong

State of Ohio } ss
Union County } To the Sheriff of Jefferson County Greeting

Whereas a Judgement has been heretofore obtained in the Court of common Pleas of the County of Union By the President Directors and Company of the Farmers and Mechanics Bank of Steubenville against Benjamin Biggs on which Judgement a writ of Error has been Issued upon the allowance of Jacob Burnet one of the Supreme Judges of the State of Ohio and is now pending in said Supreme Court of Union County in Which Stephen Colwell administrator of the said Benjamin Beggs who is deceased is Plantiff in Error You are therefore commanded to notify the said President Directors and Company of the Farmers and Mechanics Bank of Steubenville to be and appear before the Judges of our Supreme Court at the Court house in Marysville in said County on the 22d day of July next to hear and abear what may then and there be judged in the premises

Witness Calvin Pease Judge of our Supreme Court at the Court house in Marysville this 20th day of May 1826

Attest Silas Y Strong Clk

Served on Gustavus Swan Atty by leaving a true and attested Copy of the within at his Office (Others not found

June 26th 1826 Robert V Brotherton Sheriff F.C.

~~The State of Ohio Franklin County ss~~ and ~~being Justice of the peace in and for sd County~~ personally appeared before me R V Brotherton Sheriff of F.C. and made Solemn oath that the above Return as to the Service of this Writ is Just and True

Given under my hand and Seal this 26th day of June A.D. 1826

Wm Long J. P. (Seal)

Union County Stephen

Stephen Colwell Adm of
Benjamin Biggs
vs
Citation
James and Mechanics
Bank of Steubenville
Filed July 8 1826
Wm Gatherings
Clk

Service 35
Copy ... 30
Mileage 21 miles 2.25
Filing 25
2 50

The State of Ohio }
Union County } To the Sheriff of Franklin-
County Greeting - Whereas a Judgement
has been heretofore obtained in the Court of com-
-mon Pleas of the County of Union By the President
Directors and compony of the Farmers and -
Mechanics Bank of Steubenville against Ben-
-amin Biggs on which Judgement a writ of
Error has been Issued upon the allowance of -
Jacob Burnet one of the Judges of the Supreme
Court of the State of Ohio and is now pending in
said Supreme Court of the County of Union in which
Stephen Colwell administrator of the said Benja
-min Biggs who is Decean, is Plantiff in Error
You are therefore hereby commanded to notify
the said President Directors and company of the
Farmers and Mechanics Bank of Steubenville
or Gustavus Swan their attorney of Record -
to be and appear befor the Judges of our Supreme
Court at the Court house in Marysville in said -
County on the 22d day of July next to hear
and receive what may then and there be adjudged
in the premises

Witness The Honorable Calvin Pease
Esq - Chief Judge - of our Supreme Court at the
Court house in Marysville this 20th day
of May 1826

Attest Silas G Strong Clk

and at the sd S. Cotrell by his sd Atty states & shows to the Court here that there are the & for the reasons in the recorded proceedings in the within cause, to wit,

1. There is a want of sufficient certainty in the description of the Lands attached & sold.

2. The Auditors were not appointed at the return Term of the writ of attachment as required by Statute.

4. The Report of the Auditors was not made nor filed for approval and at the third Term as required by St.

5. The Court disapproved the Auditors appointed this ministerial officer to act as auditor contrary to the Statute.

Wherefore the sd Cotrell prays as before a judgment of nonsuit.

J. Cooley Atty

The State of Ohio

The State of Ohio }
Union County } To the Sheriff of Franklin-
County Greeting - Whereas a Judgement
has been heretofore obtained in the Court of com-
-mon Pleas of the County of Union By the President
Directors and company of the Farmers and -
Mechanics Bank of Steubenville against Ben-
-amin Biggs on which Judgement a writ of
Error has been Issued upon the allowance of -
Jacob Burnet one of the Judges of the Supreme
Court of the State of Ohio and is now pending in
said Supreme Court of the County of Union in which
Stephen Colwell administrator of the said Benja
-min Biggs who is Deceased, is Plantiff in Error
You are therefore hereby commanded to notify
the said President Directors and company of the
Farmers and Mechanics Bank of Steubenville
or Gustavus Swan their attorney of Record -
to be and appear before the Judges of our Supreme
Court at the Court house in Marysville in said -
County on the 22d - day of July next to hear
and receive what may then and there be adjudged
in the premises

Witness The Honorable Calvin Pease
Esq - Chief Judge - of our Supreme Court at the
Court house in Marysville this 20th day
of May 1826

Attest Silas G Strong Clk

Stephen Colwell administrator of the estate of Benjamin Biggs who is aggrieved since the rendition of the judgment in the above case comes & says that in the record & proceedings in the above suit there is manifest error in this, to wit.

1. It does not appear from the record that there was any affidavit upon which a writ of attachment would issue.

2. It appears from the record that notwithstanding the attachment was only given for six weeks, whereas the statute under which the proceedings were had required a publication of three months.

3 There are other errors in sd proceedings.

And the sd Stephen Colwell to whom administration of the goods & chattels rights credits & effects which were of the sd Benjamin at the time of his death has been granted, prays the allowance of a writ of error & that the above judgment be reversed.

J. Cooke Atty

Na Clock 10 Oclock A M & 4 oclock P.M. at the door of the Court house in Marysville and Did then and there apenly Strike off and Sell the same to the President Directors and Company of the Farmers and Mechanics bank of Steubenville for the prices following to wit the 450 acre tract for 66⅔ cents per acre the 375 acre tract for 83⅓ cents per acre the 500 acre tract for 66⅔ cents per acre amounting in the whole to $945.83⅓ cents they being the highest and best bidder and having bid two thirds the appraised value April 19th 1824 James Ewing S.M.C.

The President Directors and Company of the Farmers and Mechanics Bank of Steubenville } Plffs

vs

Benjamin Biggs Defendant

In this case the Sheriff of our said County having made return that he had Sold certain lands and tenaments in said Return particularly Specified to the Plantiffs in this cause agreable to the former order of this Court and the Court having carefully Examined the proceedings of said Sheriff in the premises are fully Satisfied that the Sale aforesaid has in all respects been made in conformity to the provisions of an act of the legislature of the State of Ohio Entitle an act Regulating Judgements & Executions and being fully Satisfied that the purchase money has been paid do therefore order and Direct that our said Sheriff make a Deed to the purchaser aforesaid for the Lands and tenaments aforesaid particularly Described in the order and Return aforesaid

In Testimony whereof I have hereunto set my hand and official Seal at Marysville this 24th day of May 1826

Silas G Strong Clk

The Lands and tenements of Benjamin Biggs being and lying in the County of Union viz 450 acres No 4074 original quantity six hundred appraised at one Dollar per acre also three hundred and seventy five acres on the map No 4078 original quantity 666⅔ and on the County Duplicate for 1822 No 4949 original quantity 500 acres appraised at one Dollar 25 cents per acre also one other tract of 500 acres No 5209 appraised at one Dollar per acre Given under our hands and seals this 21st day of February 1824

Andrew Amrine (Seal)
Frederick Amrine (Seal)
Moses Amrine (Seal)
John Amrine (Seal)
Henry Amrine (Seal)

By virtue of the within order I did on the Twenty first of February 1824 call an inquest of five Respectable Freeholders of Union County and who being by me duely sworn impartially to appraise the Several tracts of Land herein mentioned Did on actual view of the Premises on the day and year aforesaid make Return to me in writing under their hands and seals that they did Estimate the Real value of said lands in money as follows to wit, the 450 acre tract at one dollar per acre -- the 375 acre tract at one dollar and twenty five cents per acre The five hundred acre tract at one dollar per acre a Copy of which appraisement I did fourthwith return to the Clerks office of this County And having advertized the same agreeable to law more than thirty days previous to the day of Sale I did on the Nine tenth day of April 1824 Expose the Several tracts of Land in the within order mentioned to Sale at Public Venue and outcry between the house of ~~Ian~~ of

to Wit 10 o'clock A M & 4 o'clock P.M. at the door of the Court house in Marysville and Did then and there openly strike off and sell the same to the President Directors and Company of the Farmers and Mechanics bank of Steubenville for the prices following to Wit the 450 acre tract for 66⅔ cents per acre the 375 acre tract for 83⅓ cents per acre the 500 acre tract for 66⅔ cents per acre amounting in the Whole to $945.83⅓ cents they being the highest and best bidder and having bid two thirds the appraised value April 19th 1824 James Ewing Sh. C.

The President Directors and Company of the Farmers and Mechanics bank of Steubenville } Plffs

vs

Benjamin Biggs Defendant

In this case the Sheriff of our said County having made return that he had sold certain lands and tenaments in said Return particularly specified to the Plantiffs in this cause agreable to the former order of this Court and the Court having carefully examined the proceedings of said Sheriff in the premises are fully satisfied that the sale aforesaid has in all respects been made in conformity to the provisions of an act of the legislature of the State of Ohio Entitle an act Regulating Juagements to Execution and being fully satisfied that the purchase money has been paid do therefore order and Direct that our said Sheriff make a Deed to the purchaser aforesaid for the Lands and tenaments aforesaid particularly Described in the order and Return aforesaid

In Testimony Whereof I have hereunto set my hand and official Seal at Marysville this 24th day of May 1826

Silas G Strong Clk

Stephen Colwell administrator of the estate of Benjamin Biggs who is aggrieved since the rendition of the judgment in the above case comes & says that in the record & proceedings in the above suit there is manifest error in this, to wit.

1. It does not appear from the record that there was any affidavit upon which a writ of attachment would issue.

2. It appears from the record that notwithstanding the attachment was only given for six weeks, whereas the statute under which the proceedings were had required a publication of three months.

3 There are other errors in said proceedings.

And the said Stephen Colwell to whom administration of the goods & chattels rights credits & effects which were of the said Benjamin at the time of his death has been granted, prays the allowance of a writ of error & that the above judgment be reversed.

J. Cooke Atty

The State of Ohio }
Union County } To the Sheriff of Franklin-
County Greeting - Whereas a Judgement
has been heretofore obtained in the Court of com-
-mon Pleas of the County of Union By the President
Directors and company of the Farmers and -
mechanics Bank of Steubenville against Benj-
-amin Biggs on which Judgement a writ of
Error has been Issued upon the allowance of -
Jacob Burnet one of the Judges of the Supreme
Court of the State of Ohio and is now pending in
said Supreme Court of the County of Union in which
Stephen Colwell administrator of the said Benja
-min Biggs who is Decease, is Plantiff in Error
You are therefore hereby commanded to notify
the said President Directors and company of the
Farmers and Mechanics Bank of Steubenville
or Gustavus Swan their attorney of Record -
to be and appear before the Judges of our Supreme
Court at the Court house in Marysville in said -
County on the 22d - day of July next to hear
and receive what may then and there be adjudged
in the premises

Witness The Honorable Calvin Pease
Chief Judge - of our Supreme Court at the
Court house in Marysville this 20 day
of May 1826

Attest Silas G Strong Clk

Served on Gustavus Swan Atty by leaving a true and attested Copy of the within at his Office (others not found)

June 26th 1826 Robert Brotherton Sheriff F.C.

The State of Ohio Franklin County ss
and acting Justice of the peace in and for said County
personally appeared before me R Brotherton
Sheriff of F.C. and made solemn oath that the
above Return as to the service of this Writ is just
and true

Given under my hand and Seal this
26th day of June A.D. 1826

Wm Long J.P. (Seal)

Union County Stephen
Stephen Colwell Admr of
Benjamin Biggs
vs
Citation
Farmers and Mechanics
Bank of Steubenville
Filed July 1 1826
Wm Long Clk

Service 35
Copy 30
Mileage 1.60
2.25
Fees of 25
2 50

State of Ohio } ss
Union County } To the Sheriff of Jefferson County greeting

Whereas a Judgement has been heretofore obtained in the Court of common Pleas of the County of Union By the President Directors and Company of the Farmers and Mechanics Bank of Steubenville against Benjamin Biggs on which Judgement a writ of Error has been Issued upon the allowance of Jacob Burnet one of the Supreme Judges of the State of Ohio and is now pending in said Supreme Court of Union County in which Stephen Colwell administrator of the said Benjamin Beggs who is deceased is Plaintiff in Error You are therefore commanded to notify the said President Directors and Company of the farmers and Mechanics Bank of Steubenville to be and appear before the Judges of our Supreme Court at the Court house in Marysville in said County on the 22d day of July next to hear and abide what may then and there be ~~said~~ judged in the premises

Witness Calvin Pease Judge of our Supreme Court at the Court house in Marysville this 20th day of May 1826

Attest Silas G Strong Clk

SUPREME

No. 26-SC-2

Union Common Pleas Court.

Thomas S. Kirde
Plaintiff,

AGAINST

James Jenkins Heirs
Defendant.

Sept. TERM, 18 30

Withdrawn

SUPREME

Journal 1 Page 22

Record No. No Record. Page

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Union Com^n Pleas

Anthony Walker

To } Appeal Bond

John H James

Filed July 12th

AD 1833

Silas G. Strong

Clk

Know all men by these presents that We Anthony Walke
Wm Walke and Matheu Gooding are held and firm
-ly bound ~~in~~ unto John H James in full sum of
Three hundred & Seven Dollars & Sixty two cents to the payment of
Which Well and truely to be made We bind ourselves
our heirs Executors and administrators Jointly &
Severally firmly by these presents Sealed with our Seals
And dated this 12th Day of July 1833
The Condition of the Above bond is such that when
as the Said John H James Late in the Union Court
of common Pleas recovered a Judgement against the
Said Anthony Walke for the Sum of $130.00 & costs
to wit $23.81 from Which Said Judgement Said
Anthony appealed to the Supreme Court Now if
the Said Walke Does well and truely prosecute
Said Appeal to final Judgement in Said court
and pay the Costs & condemnation Money in case
Judgement be Entered against him then in then
this bond to be null & void Otherwise to remain in
full force & vertue

Anthony Walke (Seal)
William J. Walke (Seal)
Matthew Gooding (Seal)

Tho: S. Hinde

vs

Bill chancery

James Jackson heirs

Filed June 12th 1826

Sg Strong b.s.b. ohio

order to advertize the Journal

To the honorable the Judges of the Supreme Court of the State of Ohio, Sitting in chancery for Union County.

Humbly Complaining, your Orator Thomas S Wende Sheweth that a certain James Jenkins by Certain assignments of sundry Virginia Military land warrants, issued by the State of Virginia for Continental troops in the service of the United States during the revolutionary war, which said warrants to the amount of 2,200 acres were assigned or transferred as your Orator has been informed and verily believes on a separate piece of paper, for a valuable Consideration, to a certain John Campbell of the then District now State of Kentucky; that the said assignment and warrants were placed into the hands of a certain Maurice Nagle, to be disposed of for the benefit of a said John Campbell and which afterwards fell into the hands of a certain Nathaniel Mapie, as locator, who caused 1200 acres thereof to be Entered and Surveyed in the name of the said James Jenkins in the District set apart for the location of such warrants between the little Miami and Scioto rivers, on Mill creek, now in the County of Union, within the Jurisdiction of this Court known and designated by entry and Survey on the Surveyor of said District books No — 3349 Your Orator further states, that subsequently, 1000 acres of said warrants have been relocated in different entries in the name of the said James Jenkins one of 500 acres No 7039 or 9251 on the Waters of the north fork of Paint creek, and the other for 500 acres No 10332 on the waters of yellow bud creek the former in Fayette County, and the latter in Pickaway within the District aforesaid, and within

the Jurisdiction of this Court: making the total amount of 2,200 acres as aforesaid.. That your Orator has been informed and verily believes that the said James Jenkins has long since deceased, and prays that his heirs and legal representatives may be made defendants to this his bill.. And as the land intended to be assigned to the said John Campbell, so far as the entry and Survey convey a legal title is invested in the said heirs or legal representatives and precludes a patent from issuing therefor to the said John Campbell his heirs or legal representatives, your Orator further states & sets forth, that the said John Campbell died some time in the year 17— departed this life having first made and published his last will and Testament, leaving Richard Taylor of Kentucky his Executor and Trustee, who in order to establish the fact of the assignment from said Jenkins to the said John Campbell called on said Nathaniel McFie, and obtained from him in his lifetime a written Statement of the facts, which is herewith exhibitted and prayed to be made a part of this his bill.

Your Orator further states, that some time in the year 18—. Your Orator for a valuable consideration obtained a Conveyance from the said Richard Taylor Exor & Trustee of the said John Campbell for the said 1200 acres of land, and the the other 1000 acres located in two surveys of 500 acres each as aforesaid in the name of said James Jenkins.. which deed of Conveyance is herewith exhibitted and prayed to be made a part of this his bill.. And In as much as your Orator

having obtained possession of said plats & certificates of survey of said tracts of land, by virtue of the Conveyance aforesaid, and is deprived from either obtaining a patent from the Commissioner ~~of the~~ General Land Office in his own name or that of Richard Taylor Executor and Trustee of Mr. Campbell deceased -. In Tender Consideration whereof, and for as much as your Orator is without remedy in law. To the End therefore, your Orator prays that the said James Jenkins or his and legal representatives of the said James Jenkins deceased if dead (to your Orator unknown) may be made defendants to this his bill, and by a decree of your honorable Court, may be compelled to transfer, by assignment or the plats & Certificates to this legal title to the land in question, that your Orator may obtain his legal title thereto or by a decree of your honorable Court Commissioners may be appointed either to make such an assignment to your Orator, or if the patents be obtained in the name of the said James Jenkins make and execute a Conveyance of the said Defendants legal right thereto, to your Orator, and grant such other and further relief in the premises as your honors shall see fit, and is consistent with Equity and good Conscience

May it please your honors &c

W. S. Hinde

Hines
to
Jenkins & Boots
Bill

Thomas S Hind
vs
James Jenkins et al

Cost Bill to wit

Filing Bill & docketing — $10.12½
8

To appearance of Plff — —
35
Ord — to advertise & Com —
50
To Copy of Ord — — — —
1.00
To Copy of Bill in Chancery —
1.75
advertising in Ohio State Journal & proving the same

The S States
vs
James Jenkins } Chy.

Prior to 1787 John Campbell became entitled to sundry tracts of land, and Land warrants for which payments on the warrants or on separate papers were made - among others for 2200 acres now entered in the name of Jno Jenkins -

Marmaduke Nagle (for Col Jno Campbell) placed the 2200 acres in the hands of Nathl Hopkins (a Locator) to locate for Campbell. see Hopkins Statement No 1 - hand writing proved -.

Richard Taylor Surv & trusted for Campbell

see Deed No 2 - (original copy) the Office of record (Fayette Ky burnt)

Richard Taylor Conveys to Hines see No 3 -

Patents issued to Taylor (only surviving trustee) see No 4 -

Prayer of bill in two counties plats & certificates not yet taken out as no successor appointed for Col Anderson - The plat & certificate now exhibited amounts to a legal title (but incomplete)

27-SC-1

No.

Union Common Pleas Court.

Hezekiah Burdick
Plaintiff,

AGAINST

Samuel Sanders,
Defendant.

JUL TERM. 1827

JUDGMENT VS DEFENDANT

Journal 1 Page 7

Record No. 1 Page 15

Ex. Doc. 1 Page 93

THE J. D. SMITH CO., Springfield, Ohio.

Hezekiah Burdick
vs } Summons
Samuel Sanders
For Zebediah Farnum

Serd by Reading July
7th 1827 —
Serva — — $0..10
Mileage — — 15
George Snoagrass
Dep Shff

Filed July 9th 1827
Silas G Strong
Clk

Union

State of Ohio, ~~Franklin~~ County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE COMMAND YOU, To summon Zebadiah Farmer

to appear before the Honorable, the Judges of the Supreme Court, at the Court House in Marysville ~~Columbus~~, on the first day of our next term, to testify and the truth to speak on behalf of Rev Lamphier Samuel Saunders in a certain matter in controversy in our said Court depending; wherein Hezekiah Burdick is Plaintiff in Error ~~is plaintiff,~~ and Samuel Saunders defendant. And this he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness, The Honorable CALVIN PEASE, Chief Judge of our said Court, at the Court House aforesaid, this 6th day of July 1827

Silas G. Strong CLERK.

Union Common Pleas

" "

Saml Saunders
ters } Decl in Case
Hezekiah Burdick.

Filed Jany 26th 1827

Silas Stury
Clk

Copy $6.70

538
163
7.01

The State of Ohio Union County Court of Common
Pleas of the Term of November in the year of our
Lord Eighteen hundred & Twenty six

Union County } ss

Hezekiah Bunich was summoned to answer unto
Samuel Saunders in a Plea of Trespass on the
Case & once thereupon the said Samuel by Cannin
& Bell his attornies Complains for that whereas the said
Samuel now is a good honest & faithful Citizen
of the State of Ohio & as such hath always behaved
& demeaned himself ever from the time of his nativity
hath always been been esteemed & reputed as a good &
& worthy Citizen of the State of Ohio yet the said Hezekiah
not ignorant of the premises but contriving & wickedly
& maliciously intending to injure the said Samuel
in his aforesaid good name fame & Reputation & to
bring him the said Samuel into public scandal infamy
& disgrace & deprive other good & worthy Citizens of
this State & to cause it to be suspected & believed
by those those Citizens & Neighbors that the said
Samuel was a man that was & had been guilty
of the Crime of Wilfully & maliciously altering
& defacing an artificial ear mark which the said
whole the said Hezekiah alledged had been put upon
certain swine belonging to him the said Hezekiah
& which the said Hezekiah alledged was his ear mark
on the first day of March in the year of our
Lord Eighteen hundred & Twenty six at Union
County aforesaid then false feigned scandalous
& malicious & defamatory words falsely & slanderously of &
concerning the said Samuel in the presence &
hearing of divers good & worthy Citizens of the
State of Ohio did publish & tell (Saith) you
(Meaning the said Samuel) altered the Ear Mark

of my Hogs (meaning the Hogs of him the said Hezekiah) and afterwards Lawit on the same day & year aforesaid at the County aforesaid the said Hezekiah further continuing & intending as aforesaid these other false scandalous & malicious & defamatory words of & concerning the said Lawrence did publish & utter in the presence & hearing of divers good & worthy Citizens of this State (Lawit) He (meaning the said Lawrence) has been guilty of altering Ear marks) meaning that the said Lawrence had been & was guilty of altering the ear marks of the Hogs of him the said Hezekiah and afterwards Lawit on the same day & year aforesaid at the County aforesaid the said Hezekiah further continuing & intending as aforesaid these other false scandalous & malicious & defamatory words of & concerning the said Lawrence did publish & utter in the presence & hearing of divers good & worthy Citizens of this State (Lawit) you (meaning the said Lawrence) have been guilty of Hog Stealing) and afterwards Lawit on the same day & year aforesaid at the County aforesaid the said Hezekiah further continuing & intending as aforesaid these other false scandalous & malicious & defamatory words of & concerning the said Lawrence did speak publish & utter & with a loud voice proclaim in the presence & hearing of divers good & worthy Citizens of this State (Lawit) you (meaning the said Lawrence) have stolen my (meaning the said Hezekiahs) Hogs — By means of the speaking & publishing

of the said false scandalous ellotious &
defamatory words by the said Hezekiah as aforesaid
the said Samuel is greatly injured in his
aforesaid good name fame & Credit with
& amongst divers good & worthy Citizens of this
State inasmuch that divers of those Citizens
to whom the innocence & integrity of the said
Samuel was unknown have an occasion of
speaking & publishing of the said words by
the said Hezekiah as aforesaid refused to have
any communication or dealings with the
said Samuel as they before were used and
accustomed to do & would again have done
had not these words been spoken to the
damage of the said Samuel and thousand
Dollars & therefore he brings suit &c

Cameron & Bell
attys for Plff

James Buck
vs } Precipe
Reuben Lamphier
Filed May 24th 1826
Silas G Strong
Clk

James Buck
vs. } Precipe.
Reuben Lamphier

Court of Com. Pleas.

James Buck
vs.
Pierce Lamphier

Action on the case, Damage $1000.00
Endorse, Action brought to recover damages sustained by reason of false, defamatory & slanderous words spoken of and concerning the Plaintiff by the ~~Defendant~~ Defendant. Sprc fa summons.

24th April 1826.

James Buck, Pltf.

S. G. Strong, Esq. Clerk of Union County will issue the summons.

Brandeth
ads
Saunders

Plea
Filed February 8th 1827
Silas Gilmore Clk

Hezekiah Burdick
adm
Samuel Saunders } In Case

Ninian Campbell

And the said Hezekiah Burdick by O Parish his attorney comes and defends the wrong and injury when and for plea says that he is not Guilty in manner and form as the Pltff in his declaration thereof has complained against him in his declaration and of this he puts himself upon the Country

And Pltff doth the like

O Parish
atty for Pltff

The Pltff in the above cause is hereby notified that under the above plea of the General issue the defendant will offer evidence to prove and insist that the land of former owner Samuel Saunders deceased heretofore located and the first day of May in the year of our Lord one thousand Eight hundred and twenty six at Ninian County Mark the hogs of said defendant and also the same marks and likewise allow the same marks of hogs of said pltffs hogs —

O Parish
atty for Pltff

Saunders
vs
Burdick

Reasons in Error
of Judgment

Filed Feby 16th 1827

Silas G Strong
Clk

Samuel Saunders
vs
Hezekiah Bundick } Trespass on Slander

The Defendant Moves in arrest of Judgement in the above Cause for the following reasons to wit —

1st — That day is set forth in the Declaration of Pltffs where the Supposed Slanderous words were spoken by Deft

2d — That day not appears by Pltffs Declaration whether ~~by~~ Same ~~said~~ words were spoken before or after Same suit was brought

3d — That day not appears by Pltffs Declaration whether Deft charged Pltff with altering and marking his hogs or Made Causly and wilfully and hence to Make Same Marks and alterations —

4th Declaration is uncertain

5th Na Collaquium is laid in Pltffs Declaration showing the Meaning of Same words

6th Same of Cannot ones bedd

7 — 13 Other reasons

Thos B
Atty for Deft

[illegible] in [illegible]
U. C.

For value received twelve months after date I promise to pay into Samuel Reed or order the same of twenty five dollars in cash this 28 of February 1824 Reuben Hale

Test John Gabriel
Wm Gabriel

This suit is brot to recover Damages for slanderous words
spoken by Deft of and concerning Plaintiff
Bell & Brown Attys
for Plff

Saunders
vs Summons —
Bindeck

Summons in Case
Damages $1000.00

Slander

Served by leaving a
true copy at the
Dwelling of Deft Oct
10th 1826

Service — — $0 35
Copy — — 0.10
Milage — — .30

Geo Snodgrass
Dep Shff Mc C

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Hezekiah Burdick to be and appear before the Honorable the Judges of our Court of Common Pleas for the County aforesaid at the Court house in the Town of Marysville on the first Day of our next term to answer unto Samuel Saunders in a Plea of Case Damages $1000.00 and have [illegible] this writ

Witness the Honorable Ebenezer Lane President of our said Court at the Court house in the town of Marysville this 4th day of September A.D. 1826

Silas G Strong Clerk

Reben Hale

ads

Saml Reed

errors in arrest

of Judgment

Filed Feby 10th 1827

Silas G Strong

Clk

Union Com Pleas

~~Da~~
Samuel Reed - plf
vs
Reuben Hale deft -

The said Defendant moves in arrest of Judgment the following reasons -

1 - The court erred in admitting the last two notes in Sd declaration mentioned to go the Jury

2. The jury erred in finding verdict against evidence —

3 - the last count in Sd Declaration is bad -

J. E. Chaplin
Deft's Atty

11 Feb 1827

Saml Sammons
vs } Sale
Nb Burrach.

For

Jeb Fannin

Serve By leaving Sept
26th

Sundry 20
mileage 40
0.60

Geo Snodgrass Dep
Shff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you to summons Zebediah Farnum to appear before the Judges of our Court of Common Pleas of the County of Union at the Court House in the Town of Marysville on the 1st day of our next term to testify and the truth to say in a certain Matter of controversy in our Said Court Pending and undetermined between Samuel Saunders Plantiff & Hezekiah Burdick Deft and this they shall in no wise omit and Have you then there this writ

Witness the Honorable Ebenezer Lane President of our Said Court at the Court House the 4th day of September 1827

Silas G Strong Clerk

H. Bunnell Plff

vs } In Error

J Saunders Deft

Transcript from
Common Pleas &c
Filed July 11th 1827

Silas G Strong
P.J.S.C.

1000
967
595
2,562

State of Ohio Union County ss
To the President and associate Judges of the Court of Common Pleas of the County of Union Greeting —
Whereas in the Records and Process and also in the Rendition of Judgement in a certain Suit Which was in the said Court of Common Pleas Between Samuel Saunders Plantiffs in an action of Case and Hezekiah Burdick Defendant Manifest Error — has Intervened as it is said to the Great Damage of the said Hezekiah Burdick as by the Complaint of the said Hezekiah We are informed. And Willing that the Error aforesaid (If any there be) be corrected and full and speedy Justice be done in this behalf to the said Parties — Command you that the Record Process and Judgement aforesaid With all things touching the same Under your Seal You Distinctly and Plainly send to the Judges of the Supreme Court of Ohio in the County of Union on the first Day of the next Term of said — Court So that the Judgement aforesaid being inspected may further for correcting the Error aforesaid Do that Which is Right and according to Law ought to be Done

Witness The Honorable Calvin Pease — Chief Judge of our said Court this 25th day of June 1827

Silas G Strong Clk S.C. —

100
150

Samuel Saunders Pltff } Pleas before the Honorable
vs } David Mitchell William
Hezekiah Burdick Deft } Gabriel and Robert Nelson
Esqrs associate Judges in

and for the County of Union in the State of Ohio at a Court of Common Pleas began and held at the Court house in the in the County and State aforesaid on the ninth day of February in the year of our Lord One thousand Eight hundred and twenty seven

Be it Remembered that heretofore to wit on the 4th day of September in the year of our Lord One thousand Eight hundred and twenty six Samuel Saunders Plaintiff sued out of the Clerks office of this Court One writ of Summons against Hezekiah Burdick Defendant; Which said Writ the Endorsement thereon and the Sheriffs Return Read in the words and figures following to wit) State of Ohio Union County ss

Writ } To the Sheriff of said County Greeting
We command you to summons Hezekiah
Burdick to be and appear before the Honorable
the Judges of our Court of Common Pleas for the County
aforesaid at the Court house in the Town of Marysville
on the first Day of our next term to answer unto Samuel
Saunders in a Plea of the Case Damages $1000,00 and
have you then there this writ

Witness the Honorable Ebenezer Dana Esqr
President of our said Court at the Court
house in the Town of Marysville this 4th day
of Sept. A D 1826 Silas G Strong Clk.

Endorsement } This suit is brought to recover Damages for
} Slanderous words spoken by Defendant of and con
cerning Plantiff Bell & Corwin atty for Pltff

Return } Served by Leaving a true copy at the Dwelling
} of Defendant Oct 10th 1826 Geo: Snodgrass Dep Shff

And afterwards (to wit) on the 10th day of ~~September~~
November In the year of our Lord one thousand Eight hun
dred and twenty six Came the Parties and thereupon —
this cause was continued untill next term and afterwards
(to wit) on the 26th day of January in the year of our Lord
one thousand Eight hundred and twenty seven Came the —
Plantiff by his attorney and filed herein his Declaration
Which said Declaration Reads in the words and figures
following to wit

The State of Ohio Union County Court of —
Common Pleas of the Term of November in the year of
our Lord Eighteen Hundred and twenty six

Union County ss.

Hezekiah Burdick was summoned to answer unto Samuel
Saunders in a Plea of trespass on the case &c and thereupon the
said Saunders by Corwin & Bell his attornies complains for that
whereas the said Samuel Now is a good honest and faithfull citi
zen of the State of Ohio and as such hath allways behaved
and Demeanced himself and from the time of his nativ
=ity hath allways been had Esteemed and reputed as —
a good and worthy Citizen of the State of Ohio; Yet
the said Hezekiah not Ignorant of the Premises —
But contriving and wickedly and maliciously intend
ing to Injure the said Samuel in his aforesaid good
name fame and Reputation and to bring him the

said Samuel into Publick Scandal Infamy & Disgrace
and Divers other good & worthy Citizens of the State
and to cause it to be suspected and believed by those
Citizens & Neighbours that the said Samuel was a man
that was and had been Guilty of the Crime of Will
fully and Maliciously altering and Defacing an
Artificial Ear Mark; which the said Hezekiah
Alledged had been Put upon certain Swine belonging
to him the said Hezekiah and which the said Hez
-ekiah alledged was his Mark on the Day
of in the year of our Lord Eighteen hun
dred and twenty six at Union County aforesaid these
false forged scandalous Malicious & Defamatory —
following of and concerning the said Samuel in the
Presence and hearing of Divers good and worthy —
Citizens of the State of Ohio, Did Publish & utter to wit
you (meaning the said Samuel) altered the Ear marks of
my hogs (meaning the hogs of him the said Hezekiah —
and afterwards (to wit) on the same Day & year aforesaid
at the County aforesaid the said Hezekiah further con
triving and Intending as aforesaid these other false forged
and counter scandalous & Malicious and Defamatory —
words of and concerning the said Samuel Did Publish
and utter in the presence and Hearing of Divers other
good and worthy citizens of this State (to wit) He (mean
ing the said Samuel has been Guilty of Altering the Ear
Marks of the Hogs of him the said Hezekiah —
and afterwards to wit on the same Day & year afore
said at the County aforesaid the said Hezekiah —
contriving & Intending as aforesaid these other false

Scandalous Malicious and Defamatory Words of and
Concearning the Said Samuel Did Publish & utter in
the Present and hearing of Diverse Good and worthy
Citizens of this State (to Wit) You (Meaning the Said-
Samuel) have been Guilty of Hog Stealing, and after
wards (to Wit) on the Same Day and year aforesaid-
at the County aforesaid the Said Hezekiah further con
tuning and Intending as aforesaid; these other false-
Scandalous Malicious and Defamatory Words of &
Concearning the Said Samuel Did Speak Publish
and utter and with a Loud voice Proclaim, in-
the Presents and Hearing of Diverse Good & worthy
Citizens of this State (to Wit) You (Meaning the-
Said Samuel) have Stolen my (Meaning the Said Hez
-ekiahs) hogs.- By Means of the Speaking and Pub:
lishing of the Said false Scandalous Malicious & Defa
atory Words by the Said Hezekiah as aforesaid the
Said Samuel is Greatly Injured in his Good name
fame & Credit; With and among Diverse Good
and Worthy Citizens of this State in So much that
Diverse of those Good Citizens to Whom the Inocen
and Integrity of the Said Samuel was unknown-
have on occasion of the Said Speaking and Pub-
lishing of the Said Words by the Said Hezekiah-
as aforesaid Refused to have any communication
or Dealings With the Said Samuel as they before
were used and accustomed to Do and would again
have done had not these words been Spoken to the-
Damage of the Said Samuel One Thousand Dollars &
therefore he brings Suit &c Corwin & Bell ally for Plff-

And afterwards (to wit) on the Eighth Day of February in the year of our Lord One thousand Eight hundred and twenty Seven Came the Defendant by O Parish his attorney And filed herein his Plea and notice which said Plea & notice Reads in the words and figures following to wit

Hezekiah Burdick
vs
Samuel Saunders
} Union Common Pleas
In Case

And the said Hezekiah Burdick by O. Parrish his attorney Comes and Defends the wrong & Injury when &c And for Plea says that he is not Guilty in the manner & form as the Plaintiff in his Declaration thereof has complained against him in his Declaration and of this he puts himself upon the Country And the Plaintiff Doth the Like O Parrish atty for Deft

The Plaintiff in the above Is hereby notified that under the above Plea of the General Issue the Defendant will offer Evidence to prove and Insist on the trial of the said Cause that said Plaintiff Samuel Saunders Did heretofore to wit on the 1st day of May in the year of our Lord One thousand Eight hundred and twenty Six at Union County Mark the Hogs of said Defendant and Did Likewise alter the Ear marks of of Hogs of said Defendants Hogs O Parish atty for Deft

And afterwards (to wit) Now at this Day to wit the Day and year aforesaid Came the Parties and thereupon Came a Jury to wit William Graham Wm Porter Robert Dunwiddie Jesse Mitchell John Jolly Thomas Marshall George Sagar Wm Kent John Reed James Reed Samuel Leeper and Samuel Bradley

Who being Elected tried & sworn. Well and truely to try the above Cause in Issue Joined, and a true verdict Give according to Evidence and the Jury aforesaid upon their oaths aforesaid, Do say that the Defendant is Guilty in Manner & form as the Plantiff hath charged in his Declaration and assess the Plantiffs Damages to Nine Dollars — —
Whereupon the Defendant Moved an Arrest of Judgement, and filed herein the following Reasons (to wit)

Samuel Saunders
vs
Hezekiah Burdick

} Union Common Pleas
The Defendant moves Errors
In arrest of Judgement in the above Cause for the following reasons (to wit)

1st No Day is set fourth in the Declaration of Pltff when the supposed Slanderous words were spoken by Deft
2d It Does not appear by Plantiffs Declaration whether Said Words Spoken before or since Said Suit was brought
3d It Does not appear by Plantiffs Declaration whether Deft charged Plantiff with altering and marking his hogs Maliciously and Willfully or hired to make Said marks and alterations
4th Declaration is uncertain
5th No colloquy is Said in Plantiffs Declaration shewing the Meaning of Said words
6th Some of Counts are Bad
7th 13 other Reasons — C Parrish Atty for Deft
Which Said Motion is over Ruled by the Court
It is therefore considered by the Court that the

Plantiff Recover of the Defendant the sum of nine Dollars together with his costs herein taxed to $

Judgment

I Silas G Strong Clerk of the court of Common Pleas of the County of Union certify that the foregoing is a true copy of the Record of the Proceedings and Judgement in the above cause

Witness My hand and the seal of our court of Common Pleas this 11th day of July 1827

Silas G Strong Clerk

Samuel Saunders
vs
Hezekiah Burdick

State Of Ohio
Union Common Pleas

Be it Now at this Day to wit —
June 22d 1827 Comes the said Burdick By O Paish his — Attorney and Prays the allowance of a writ of Error — in the above cause by Peter Hitchcock Esqr one of the Honorable Judges of the Supreme Court for said — State — And agreeable to Statute said Burdick — Assigns the following Errors in the Judgment and Proceedings of the Court of Common Pleas Before Whom said Proceedings & Judgment were had appearing in the Record of said cause to wit

1st By the record of Proceedings and Judgment in said cause It does not appear that Plff set forth any cause of action in the 1st Count of said Declaration

2d Some of the Counts in the aforesaid Declaration are Defective and bad

and a General verdict is Rendered for Plantiff
3d In a number of said Counts Plantiff alledges that said Burdick marked his hogs, Without shewing whether authorised to mark said Hogs or Did the same — Maliciously and Without License or authority
4th By said Declaration Does not appear Whether Burdick charges Plantiffs with altering Ear marks of Cats ~~Dogs~~ hogs Dogs or other animals
And for the Errors aforesaid said Burdick Prays — said Judgement May be wholly Reversed & Held null & void C. Parish atty for Burdick ——

State of Ohio ss
I allow a writ of Error in this Case on application of Deft in the Court of Common Pleas Clerk of the — Supreme Court for the County of Union Will issue the writ according to Law and if Bail Be Entered a Writ of Supersedias P. Hitchcock Judge
Supreme Court

June 22d 1827.

I Silas G Strong Clerk of the of the Supreme Court — of the State of Ohio, for the County of Union Certify the the foregoing is a true Copy of the assignment of Errors in the above cause and the Prayer for a Reversal together with the allowance of a writ of Error By P Hitchcock Esq one of the Honorable Judges of the Supreme Court of the State of Ohio, — upon Which allowance the foregoing Writ issues

In testimony Whereof I have hereunto set My hand and affixed the Seal of said Supreme Court this 11th Day of July 1827 Silas G Strong Clk. P.T.

Know all men by these presents that We Hezekiah Bundick & William Richey are held and firmly bound unto Samuel Saunders in the sum of One hundred Dollars Lawfull Money of the United States to the Payment of which We Bind our selves jointly and Severally firmly by these present Sign by us and Sealed with our Seals and Dated this 10th day of July A-D-1827

The Condition of this Obligation is such that Whereas a Writ of Error Supersedias has been allowed by the Hon. Peter Hitchcock one of the Supreme Judges of the State of Ohio in a certain action wherein Hezekiah Bundick is the Plantiff In Error and Samuel Samuel Saunders is the Defendant in Error in which Suit a judgement was Rendered in the Court of Common Pleas of the County of Union on which an Execution has heretofore issued Now if the said Hezekiah Bundick does well and truely prosecute the aforesaid Writs to final Judgement in the Supreme Court and abide the judgement of the Court thereupon had in case said judgement be confirmed pay the sum of said judgement & all costs then this obligation to be void and of none Effect Else to Remain in full force and virtue in Law

Attest
Silas G Strong Clk

Hez Bundick Seal

Wm Richey Seal

The State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you that you from all further proceedings on a Judgement of the Court of common Pleas of Union County obtained at February term Last Passed by Samuel Saunders against Hezekiah Burdock for $9,00 Damages & $36,00 Costs you altogether superseded Which Judgement before the Judges of the Supreme Court of Ohio at next Term in the County of Union for cause of Error in the same to be corrected on the humble petition of the said Hezekiah Burdock

Burdock to the Judges of our Court aforesaid we have caused to come he the said ~~Supreme~~ Hezekiah ~~Burdock~~ having given security to prosecute with Effect in case the Judgment aforesaid Shall be affirmed to pay and satisfy the same and all such Damages and and costs as Shall be awarded against him We also command you to give notice to the said Samuel Saunders that he be before the Judges of the said Supreme Court at the next Court to be holden at the Court house in the town of Marysville then and there to have a hearing of the whole matter in the Judgment aforesaid contained And Have there then this Writ

Witness the Honorable Calvin Pease Chief Judge of our said Court at the Court house this 10th July 1827

Silas G Strong Clk

Served the within on Samuel Sanders By
Reading July 14th AD 1827

Milage - - - $0.35
Service - - - 0.35

George Snodgrass -
Deputy Shff U.C.O.

Samuel Somers
vs } summons
Hezekiah Burdick
For
Zebediah Farnham

Served on Zebediah
Farnum by Reading
to Heby gth.
Service 10/
George Snodgrass
Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Jebediah Harnham to appear forthwith before the Judges of our Court of Common Pleas at the court house in the town of Marysville to testify and the truth to say in a certain Matter of Controversy Pending in our said court and and undetermined Between Samuel Sanders Plff and Hezekiah Burdick Deft and this he shall in no wise omit and have you then there this writ

Witness the Honorable Ebenezer Lane President of our said court at Marysville this 8th day of February 1827

Silas G Strong Clk

No. 27-SC-1

Union Common Pleas Court.

Samuel Sanders
Plaintiff,

AGAINST

Hezekiah Burdick
Defendant.

FEB TERM. 1827

JUDGMENT VS DEFENDANT

$9.00

Journal	1	Page	26
Record No.	1	Page	226
Ex. Doc.	1	Page	11

THE J. D. SMITH CO., Springfield, Ohio.

Union Com Pleas

Samuel Sanders
vs } Trespass facias
Hezekiah Burdick

Damages - $9.00
Witnesses 14.00
Jurors fees 6.00
Docket fee 5.00
Clerks fees 2.21
$36.21
Shffs fees 4.71
$41.92

Feby 20th 1827
Levied on one coat
A A Williams Shff

Sold on Sunday, Sa
gan Kelly
& Grocery
Given - 35.
Levy -

The State of Ohio ~~Delaware~~ Union County, ss.

To the Sheriff of ~~Delaware~~ Union County, GREETING:

WE command you that of the ~~Lands Tenements~~ Goods and Chattels and real estate of Hezekiah Burwick late of your bailewick, you cause to be made the sum of $9.00 with legal interest thereon from the Thirninth Day of Feby 1827 until paid, which Samuel Sanders late in the ~~Delaware~~ Union Court of Common Please, has recovered against him for Damages also the sum of Thirty Eight Dollars and ninety six cts. cost which the said Samuel Sanders in the same Court has recovered against him for his costs by him, about his suit in this behalf expended, whereof the said Hezekiah ~~Burwick~~ is convict as appears to us of record, and that you have the same before the honorable Judges of the Court aforesaid at the Court House thereof in the town of ~~Delaware~~ Marysville on the first day of our next term to render unto the said Samuel Sanders his ~~Damages~~ Damages and costs aforesaid, and have then and there this writ.

WITNESS the Honorable Ebenezer Lane President of our said Court, at the Court House aforesaid, the 19th day of Feby 1827

TEST. Silas G Strong CLERK.

~~By~~ ~~George Sheridan~~

Hezekiah Burdick
in Z F. Jo
Samuel Lawrence

Parish Docket for $5 00
Witness Do — 11.50
Sheff Williams — .42½
Do Snodgrass 4.00
Clerks — 16.48¾
$37.31¾

Money received $4.58 00 —
Feby 5th 1828

State of Ohio
Union County ss } To the Sheriff of the County aforesaid Greeting

We command you that of the Goods and Chattels of Samuel Saunders ~~[illegible]~~ late of your Bailiwick you cause to be made the sum of Thirty Seven Dollars and Thirty one and a fourth cents which late in our Supreme Court of the State of Ohio Hezekiah Burdick Recover against him for His costs in and about a certain action of Slander wherein the said Samuel Saunders is convict as appears to us of Record and have you the sam before the Judges of our Court aforesaid on the 1st day of next term to Render unto the said Hezekiah Burdick his costs and Have you then there this writ witness the Honorable Calvin Pease Chief Judge of our Court at Marysville this 13th day of Oct 1827

Silas G Strong Clk

State of Ohio

Samuel Saunders
vs
Hezekiah Bandeck

Union Com. Pleas

And now at this day to wit June 22d 1844 Comes the Said Bandeck by Obrien his attorney and prays the allowance of a writ of error in the above Cause by filing Hel Check Esqr one of the Hon. judges of the Supreme Court for Said State

And now to Statute and Said Bandeck assigns the following errors in the Sec. agreement and Proceedings of the Court of Commons Pleas before Lyons Jr. a Proceeding and Sec. agreement which appears in the declaration of Said Cause

1st By the Ill. Cond. of Proceeding and Sec. agreement in Said Cause it does not appear that Beff set forth ~~his declaration~~ any Cause of action in the first Count of Said Declaration

2d Some of the Counts in the aforesaid Declaration are defective and bad and a General Verdict is rendered for Beff

3d In a number of Said Counts Beff alleges that Said Bandeck marked his hogs without shaving ~~together~~ and intending to mark Said hogs or did the Same maliciously and without Lawful or authority —

4th By Said Declaration it does not appear when Bandeck charged Beff with ~~marking~~ any rallying and marks of Cats hogs Dogs and other Animals —

And for the errors aforesaid Said Bandeck prays Said Sec. agreement may be wholly reversed and held null & void

O'Brien
atty for Bandeck

State of Ohio
Union County ss
I do certify the within to be a true copy of a writ in error in the case of Samuel Saunders vs Hezekiah Bandeck as the same appears on file in the Clerk's office of said County
Witness my hand this 22d June 1844
J. Whitney Clk
Union County
June 22d 1844

Samuel Sanders Pltff
vs
Hezekiah Burdick Deft

Pleas Before the Honorable David Mitchell William Gabriel & Robert Nelson Esqrs associates Judges in and for the County of Union in the State of Ohio at a court of common Pleas Began and Held at the court house in the County and State aforesaid on the 9th Day of February in the Year of our Lord one thousand Eight hundred and twenty seven

Be it Remembered that heretofore to wit on the 4th Day of September in the Year of our Lord one thousand Eight hundred and twenty six Samuel Sanders Plantiff sued out of the Clerks office of this court our writ of summons against Hezekiah Burdick Defendant which said writ the Endorsement thereon and the Sheriffs Return Readsin the words and figures following to wit

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Hezekiah Burdick to be and appear befor the Honorable the Judges of our court of common Pleas for the County aforesaid at the Court House in the town of Marysville ~~on the town of Marysville~~ on the first Day of our next term to answer Unto Samuel Sanders in a Plea of the case Damages $1000.00 and have you then this writ Witness the Honorable Ebenezer Lane President of our said court at the court house in the town of Marysville this 4th day of September A D 1826 Silas G Strong Clk

Endorsement } This suit is brot to Recover Damages for slanders words spoken by Defendant of & concerning Plantiff

Bell & Corwin atty for Pltff

Service By Leaveing a true Copy at the Dwelling of Deft October 10th 1826 Geo Snodgrass Dep. Shff And afterwards to wit on the 10th Day of November in the year of our Lord one thousand Eight hundred and twenty six Came the Parties and thereupon this Cause was Continued untill the next term and afterwards to wit on the 26th Day of January in the year of our Lord one thousand Eight hundred and twenty seven Came the ~~parties~~ Plantiff By his Atty and filed herein his Declaration which said Declaration Reads in the words and figures following to wit

The State of Ohio Union County Court of common-
Pleas of the term of November in the year of our Lord
Eight teen hundred and twenty Six
Union County } ss

Hezekiah Binack was summoned to answer unto
Samuel Saunders in a Plea of trespass on the Case
&c and thereupon the said Samuel by Corwin and Bell
his attorneys complains for that whereas the said
Samuel Now is a good honest and faithfull citizen
of the State of Ohio and as such hath always behaved
and demeaned himself and from the time of his
notority hath always been in Esteem and Reputation
as a good and worthy citizen of the State of Ohio
Yet the said Hezekiah not Ignorant of the prem-
ises but contriving and Wickedly and Maliciously
Intending to Injure the said Samuel in his aforesaid
good name fame & Reputation & to bring him
the said Samuel into publick Scandal Infamy
and Disgrace and Divers other good and worthy
citizens of the State and to cause it to be suspected
and believed by those citizens and Neighbours that
the said Samuel was a man that was & had been
guilty of the crime of wilfully and Maliciously
altering and Defacing an artificial Ear Mark
which the said which the said Hezekiah alleg-
ed had been put upon certain swine belonging to
him the said Hezekiah and which the said Hez-
-ekiah alledged was his mark and the Day
of in the year of our Lord Eight teen hun-
dred and twenty Six at Union County aforesaid the
false forged scandalous Malicious and Defamatory
words following of and concerning the said Samuel
in the presence and hearing of Divers good &c

good and worthy Citizens of the State of Ohio — did Publish and utter to wit You (Meaning the said Samuel) alter the Ear Marks of My hogs — (Meaning the hogs of him the said Heychiah) and afterward, to wit on the same Day and year aforesaid at the County aforesaid the said Heychiah further continuing and Intending as aforesaid these other false Scandalous Malicious & Defamatory words of and concerning the said Samuel did publish and utter in the presence and hearing of Divers other good and worthy Citizens of the State (to wit) he (Meaning the said Samuel has been guilty of altering Ear Marks Meaning that the said Samuel had been and was guilty of altering the Ear Marks of the hogs of him the said Heychiah And afterward (to wit) on the same Day and year aforesaid at the County aforesaid the said Heychiah continuing and Intending as aforesaid these other false Scandalous Malicious and Defamatory words of and concerning the said Samuel did Publish and utter in the Presence and hearing of Divers good & worthy Citizens of the State (to wit) you — Meaning the said Samuel J. have been guilty of hog stealing And afterward (to wit) on the same Day and year aforesaid at the County aforesaid the said Heychiah further continuing and Intending as aforesaid these other false Scandalous Malicious & Defamatory words of and concerning the said Samuel did speak Publish & utter and with a loud voice Proclaim in the presence and hearing of

of Divers good and worthy citizens of this State (to wit) you (meaning the said Samuel) have stolen my (meaning the said Hezekiahs) Hogs By means of the Speaking and publishing of the said false ~~Slanderous~~ Scandalous Malicious and Defamatory words by the said Hezekiah as aforesaid the said Samuel is Greatly Injured in his good name fame and credit with and amongst Divers Good and worthy citizens of this State in so much that Divers of those good citizens to whom the Innocence and Integrity of the said Samuel was Unknown have on occasion of the speaking and publishing of the said words by the said Hezekiah as afore said Refused to have any communication or Dealing with the said Samuel to Do and would again have Done had not these words been Spoken to the Damage of the said Samuel one thousand Dollars and therefore he brings Suit &c Corwin & Bell

Atty for Pltff

And afterwards to wit on the Eighth day February in the year of our Lord one thousand Eight hundred and twenty seven came the Defendant By Oris Paris his Attorney and filed herein his Plea and Notice which said Plea and Notice Reads in the words and figures following to wit

Hezekiah Burdick } Union Common Pleas
vs } In Case
Samuel Sanders } And the said Hezekiah Burdick by O. Parish his attorney comes and Defends the wrong and injury when &c and for Plea says That he is not Guilty in

Manner and form as the Plantiff in his Decla-
=ration thereof has complained against him
in his Declaration and of this he Puts himself
upon the Country And the Plantiff Doth the like
Chis. Parish Atty for Pltff

The Plantiff in the above ~~case~~ is hereby notified
that Under the above Plea of the General issue
the Defendant will offer Evidence to prove and
insist on the trial of the said cause that said
Plantiff Samuel Sanders Did heretofore to wit
on the first Day of May in the year of our Lord one
Thousand Eight hundred and twenty six at
Union County Mark the Hogs of said Defenda-
=nts and did Likewise alter the Ear Marks of
Hogs of said Defendants Hogs C. Parish atty for Deft
And afterwards to wit now at this Day to wit the
day & year first aforesaid came the parties and
there upon came a Jury to wit William Graham
William Porter Robert Dinwiddie Jesse Mitchell
John Jolly Thomas Marshall George Sagar
William Kent John Rice James Rice Samuel
Leiper and Samuel Bailey who being Elected
true and sworn Well and truely to try the above cause
in issue joined and a true verdict give according to
Evidence and the Jury aforesaid Upon their oaths afore
=said do say that the Defendant is Gilty in Manner
and form as the Plantiff hath charged in his
Declaration and assess the Plantiffs Damages to nine
Dollars Whereupon the Defendant Moved an arest
of Judgement which Motion is overruled by the Court
It is therefore considered by the Court that the Plant-
=iff Recover of the Defendant and file herein the
following Reasons to wit

Samuel Saunders
vs } Union Common Plea
Hezekiah Burdick

The Defendant Moves errors in arrest of Judgement in the above Cause for the following reasons to wit

1st No Day is set fourth in the Declaration of Pltff when the supposed slanderous words were spoken By Deft

2d It Does not appear by Pltffs Declaration whither said words were spoken before or since said suit was brought

3d It Does not appear By Pltffs Declaration whither Deft charged Pltff with altering and making his hogs Maliciously and willfully or hired to make ~~to make~~ said Marks and alteration

4th Declaration is uncertain

5th No Colloquie is said in Pltffs Declaration Showing the Meaning of said words

6th Some of Counts are bad

7th – 13 – other reasons O. Parish Atty for Deft

Which Motion is overruled by the Court It is therefore considered by the Court that the Plantiff Recover of the Defendant the sum of Nine Dollars together with his Costs herein Taxed &c

Judgement Silas G Strong Clk

I Silas G Strong Clerk of the Court of common Pleas of the County of Union Certify that the foregoing is a true Copy of the Record of the Proceedings & Judgement in the above Cause

Witness my hand and the Seal of said Court this 12 day of April 1827

Silas G Strong Clk

No. 27-SC-2

Union Common Pleas Court.

Stewart & Protherlow
Plaintiff,

AGAINST

John Coolege
Defendant.

JUL TERM. 1827

JUDGMENT VS DEFENDANT
$200

Journal 1 Page 6
Record No. 1 Page 25
Ex. Doc. 1 Page 14

THE J. D. SMITH CO., Springfield, Ohio.

Supreme Court Union
County Ohio

Francis Stewart &
Robert Brotherton Plff
vs } Transcript
John Coolidge Deft

Filed July 10th 1827
Silas G Strong
Clk P. T.

Francis Stewart & Robert Brotherton Pltff
vs
John Coolidge Deft

} Pleas Before David Mitchell William Gabriel and Robert Wilson Esq Associate Judges in and for the County of Union and State of Ohio, at a court of common Pleas Continued and held at the Court house in the Town of Marysville in said County on the tenth day of February in the year of our Lord one thousand Eight hundred and twenty seven.

"Be it Remembered that heretofore to wit on the tenth day of Nov. in the year of our Lord one thousand Eight hundred and twenty six Francis Stewart and Robert Brotherton assignees of William S Sullivan sued out of the Clerks office of our said Court of common Pleas, our Writ of summons against John Coolidge the Deft herein; which said writ the Endorsement thereon and Sheriffs Return Reads in the words and figures following to wit

"Writ } State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you to summons John Coolidge to appear before the Judges of our Court of common Pleas at the Court house in the Town of Marysville in said County to answer unto Francis Stewart & Robert Brotherton assignees of William S Sullivant in a Plea of Debt $210.00 Damages $100.00 and have you then there this writ with your Doings thereon Witness the Honorable Ebenezer Lane President of our said Court at the Court house this 10th day of Nov 1826

Silas G Strong Clk 66 Pm

Endorsement } Suit Bro. on Note under Seal made by Defendant Payable to William S Sullivan or assigns and by him assigned to

Plantiffs — — — P Fulsome Attorney for Plff

Return } A commanded I have Served the Within writ by Reading the Same to Defendant Nov 10th 1826

A A Williams Shff

and afterwards to Wit, on the Same Day and year aforesaid Came the Parties and thereupon this Cause was continued Untill Next term — — — —

And afterwards to Wit on the Day of in the year of our Lord one thousand Eight hundred and twenty Came the Plantiff By P Fulsome his Attorney and filed herein his Declaration Which Said Declaration Read as follows to Wit

And afterwards to Wit on the Eighth day of February in the year of our Lord one thousand Eight hundred and twentyseven came the Defendant by his attorney and Moved the Court that the Default be opened and the Defendant have Leave to Plead - Whereupon the Court order that the the Defendant have Liberty to file a Plea of Non est factum and that this Cause be Laid over until to morrow - And afterwards to Wit on the tenth Day of February in the year of our Lord Last aforesaid came the Defendant by D. S. Bell his attorney and filed herein his Plea. Which Said Plea Reads in the Words and figures following (to Wit) John Coolidge

vs

Francis Stewart & Robert Brotherton

Union Common Pleas &c

And the Said John Coolidge by Bell and Corwin his attorneys comes and the wrong and Injury Which &c and says that the Said article of agreement is not his act and Deed and of this he the Said John Puts him Self upon the Country

And for further Plea in this Behalf the said John-
coolidge by Leave of the court here for this Purpose
first had and Received obtained according to-
the form of the Statute in such case Made and
Provided Says that the said Francis Stewart & Rob
-ert Brotherton ought not to have or maintain-
their aforesaid action thereof against him because he
says that the Writing Obligatory upon Which the Plan
tiffs have. have Declared, and Which constitute
the foundation of their suit Was Executed to William
Sullivant assignor of the aforesaid Writing oblig
-atory to the Plantiffs and that of the only consid
eration for Which said Writing obligatory or Seal
-ed note. Was Executed, was the Executed of a-
certain article of agreement Entered into between
the said William Sullivant and the said John
coolidge and Signed and Sealed by the said
Parties. Bearing date the Day of
one thousand Eight hundred and
and here to be Shewn to the court. by vir
tue of and by the tenno and Effect of Which the said
William Sullivant was holden and bounte to convey
by a good and Sufficient Warranted Deed in fee
simple to the said John coolidge a certain tract
or parcel of Land Lying and being in the county
of Union aforesaid to contain acres-
being part of Entry Made in the name of
Number & Patented to
agreeably to aforesaid Article of agreement
And the Defendant says that the said tract or
Parcel of Land mentioned and Described in

The aforesaid article of agreement was Land which formerly belongs to one Lucus Sullivant Deceased and at the time of Making and Sealing the aforesaid article of agreement was and Still is — the Estate and Property of and Subject to the Controll and Disposal of One Lynd Sterling who then was and Still is administrator, as administrator of Lucus Sullivant Deceased of all and singular the Goods and Chattels which were of said Lucus Sullivant Deceased and Made so Subject and Liable to the Disposal of the said Lynd Sterling administrator as aforesaid by the force and Effect of a certain Statute passed the six Day of February one thousand Eight hundred and twenty four Entitled an act authorising the Personal Representatives of Lucus Sullivant Late of Franklin — County Deceased to complete the Contracts of the said Sullivant Made in his Life time relative to Real Estate and for other purposes. And the said William Sullivant had not nor, Nor has he had at any time since Good right and Legal power and — Authority to Sell and Convey said tract or parcel of Land above Described and set forth in said — Article of agreement, which constituted the only consideration for which said Writing obligatory or Sealed Note was Executed by the said John Coolidge to the said William Sullivant to the Plantiffs in this Suit which assignment was made after said Sealed Note Became Due ——

and for further plea in this behalf the said — John Coolidge by Leave of the Court here ~~first~~

for this purpose had and obtained agreeably to the form of the Statute in such case made and Provided says that the Plantiffs ought not to have or maintain the aforesaid action thereof against him because he says that he the said John Coolidge made and Executed to the said William Sullivant the aforesaid Sealed Note of $100.00 Dollars Which the said Sullivant assigned to the Plantiffs in the suit and upon which the action is Brought for and in consideration of the said Sullivant agreeing by a certain article ~~of~~ Entered into by the said William and the said John Coolidge by the tenor and Effect of which he the said Sullivant agreed to convey by good and sufficient Warrant ter Deed to the said John a certain tract of Land in the County of — to Which Land the said Sullivant, then, nor has he at any time since had any Right or title — but he the said John In fact says that the fee simple of said Land was vested in one Lucus Sullivant the father of the said William Sullivant prior to the Death of the said Lucus, and that the said Lucus Died seized in fee simple of the said Land and that since the Death of the said Lucus no part of said Lands has been Partitioned and set apart by any court for the said William; And the said John in fact says that the said William had not good Right and authority to convey said Land or any part thereof because he says that Immediately after the Death of the said Lucus a certain act was passed by the Legislature of the State of Ohio specially authorizing Lyne Sterling administrator of all and singular

the goods and Chattels which were of the said Lucius Sullivant Deceased, To Sell and convey all or any part of said Lands Which Were of Lucius Sullivant Deceased lied to appropriate the Moneys arising from such Sale to the payment of the Debt of said Lucius which act was passed the Sixth day of ~~January~~ February 1824 Entitled an act authorising the Personal Representatives of Lucius Sullivant Late of Franklin County Deceased To complete the Contracts of the said Lucius Sullivant Made in his Lifetime Relative to Real Estate and for other purposes ~~Papers~~ And the said John Says that the said Lyne Sterling has not yet Settled with the Court the Estate & concerns of the said Lucius Neither has the time allowed him by Law for so Doing Expired and thus he is Ready to verify. Whereupon he prays the Judgement of the Court Whether the Plaintiff ought to have or maintain their aforesaid action thereof against him

D. S. Bell & Corwin Atty for Pltff

And afterward to wit Now at this Day to wit on the Day and year first aforesaid Came the Parties And thereupon this Cause was Submitted to the court It is thereupon Considered by the Court that the Writing obligatory In the declaration mentioned is not the Deed of the Defendant It is therefore Considered by the Court that the Plaintiff have non Suit that the Plaintiff have non Suit and the Deft go hence without day and Recover of the Plaintiff his costs in his behalf Expended taxed to $

Whereupon the Plaintiff Gave notice of His intention to appeal to the next Supreme Court in the County of Union

And afterwards to wit one the tenth day of March in the year of our Lord one Thousand Eight hundred and twenty seven Francis Stewart and Robert Brotherton filed in the Clerks office the Bond with Stephen McLain & Cyprian Lee their security which Bond Reads in the words and signes following to wit Know all Men by these Presents that we Francis Stewart Robert Brotherton Stephen McLain and Cyprian Lee are held and firmly Bound unto John Coolidge in the Penal sum of fifty Dollars Lawfull Money of the United States the Payment of which we bind ourselves our heirs Executors and administrators firmly by these presents signed with our hands and sealed with our seals and Dated this 10th day of March 1827 The condition of this obligation is such that Whereas at a Court of Common Pleas began and held at the Court house in the Town of Marysville in the county of Union on the tenth day of February 1827 the above named John Coolidge obtained a Judgement by non suit for costs Against Francis Stewart & Robert Brotherton and the said Stewart and Brotherton appealed to the Supreme Court Now if the said Stewart & Brotherton prosecute their suit to final Judgement And if Judgement be rendered against them they pay all costs and condemnation Money then this obligation is to be void otherwise to Remain in full force and virtue

Francis Stewart (Seal)
Robert Brotherton (Seal)
Stephen McLain (Seal)
Cyprian Lee (Seal)

State of Ohio Union County ss

I Silas G Strong Clerk of the Court of Common Pleas of the County aforesaid certify the foregoing to be a true and correct transcript of the Record of Proceedings & Judgment Had in said Court of Common Pleas together with the appeal Bond Executed by Appellant

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court this 6th day of July 1827

Silas G Strong Clerk

Stewart v. Brotherton

v.

J. Coolidge

Francis Stewart & Robert Brotherton /
assignees of W. S. Sullivant

v

John Coolidge

debt 200,00
damage 100,00

Issue summons returnable forthwith & endorse suit based on note ~~made~~ and set made payable to W. S. Sullivant or assignee & by him assigned to Plffs
Which claim cost &c

J Stevens
Nov 10th 1826

to which land the said Sullivant then
nor has he at any time since had
any right or title but he the said
John in fact says that the fee simple
of said land was vested in one Lewis
Sullivant the father of the said William
S Sullivant prior to the death of the
said Lewis and that since the death
of the said Lewis no part of said land
has been partitioned and set off part
by the any Court for the said
William and the said John in
fact says that the said William
had not good write and authority
to convey said land or any part thereof
by deed he says that immediately after
the death of the said Lewis a certain
act was passed by the legislature of the
State of Ohio specially authorizing
Lyne Starling Administrator of Allen
singular the goods and chattles which were of Lewis
Sullivant deceased to sell and convey all or any part
of the lands which were of Lewis Sullivant deceased
and to appropriate the moneys arising from such
sale to the payment of the debts of said Lewis which
act was passed on the sixth day of February 1824
Entitled an act authorizing the personal representatives
of Lewis Sullivant late of Franklin County deceased
to complete the contracts of said Sullivant made in his
life time relative to real estate and for other purposes
and the said John says that the said Lyne Starling
has not yet settled with the Court the estate and
concerns of the said Lewis Neither has the term of his
office expired and this he is ready to verify wherefore he prays the judgment
of the Court whether the plaintiffs ought to have or maintain
their aforesaid action thereof against them

Stewart et al
vs
John Goodridge
Filed Feby 10 1837
Sellers Pltf

Bill & Covington Defts
Attorneys

John Coalcoy } Union Common Pleas &c —
Pltf } }
Francis Stewart & Robert Mathiston

And the said John Coalcoy by Bell & Corwin his Attorney comes and defends the wrong and injury when &c and says that the said Article of Agreement is not his act and deed and of this he the said John Coalcoy puts himself upon the Country

And for further plea in this behalf the said John Coalcoy by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such case ~~then~~ made and provided says that the said Francis Stewart and Robert Mathiston ought not to have or maintain their aforesaid action thereof against him because he says that the writing obligatory upon which the plaintiffs have declared on and which constitutes the foundation of their suit was Executed to William S Sullivant assignee of the aforesaid writings obligatory to the plaintiffs and that ~~as~~ the only consideration for which said ~~writing~~ or sealed note or obligatory was ~~as~~ executed was the Execution of a certain Article of Agreement entered into between the said William S Sullivant and the said John Coalcoy ~~by the tenor and effect of which~~ & signed and sealed by the said ~~William S Sullivant~~ ~~and the said John Coalcoy~~ parties ~~by virtue of~~ ~~and agreeable to the tenor and effect of which~~

bearing date on the day of one thousand
& here ready to be shewn to the Court
Eight Hundred and by virtue of and
agreeable to the tenor and Effect of which
the said William S Sullivant became holden and
bound to convey by a good and sufficient
warranty Deed in fee simple to the said
John Cadwallader a certain tract or parcell
of Land lying and being in the County of
Union aforesaid to contain acres being
part of an Entry made in the name of
Number and patented to
agreeable to the aforesaid article of agreement
and the defendant says that the said tract or
parcell of Land mentioned and described in the
aforesaid article of agreement was land which
formerly belonged to one Lucas Sullivant Deceased
and at the time of making signing & sealing the
aforesaid article of agreement was and still is
the Estate and property and subject to the
controll and disposal of one Lyne Sterling
as Administrator of Lucas Sullivant Deceased of
who then was and still is Administrator of
all and singular the goods and chattels which
were of said Lucas Sullivant deceased and made
so subject and liable to the disposal of the said
Lyne Sterling Administrator as aforesaid by the
force and Effect of a certain Statute passed
the sixth day of February one thousand Eight
Hundred and twenty four intitled an act authorizing
the personal representatives of Lucas Sullivant late
of Franklin County Deceased to complete the contracts
of said Sullivant made in his life time relative
to real Estate and for other purposes

and that the said William S Sullivant had
nor has he had at any time since
Not, good right and legal power and
authority to sell and convey said tract
or parcell of land above described and set
forth in said Article of Agreement which
constituted the only consideration for which
said writing obligatory or sealed note was
executed by the said John Coolidge to the
said William S Sullivant and assigned by
the said William to the plaintiffs in this suit
which assignment was made after said sealed
note became due and for further plea
in this behalf the said John Coolidge by leave
of the court here for this purpose first had
and obtained according to the form of
the statute in such case made and
provided says that the plaintiffs ought
not to have or maintain their aforesaid
action thereof against him because he
says that he the said John Coolidge made and
executed to the said William S Sullivant the aforesaid
sealed note of $100 dollars which the said
Sullivant assigned to the plaintiffs in this
suit and upon which this action is brought
for and in consideration of the said Sullivant
assuming by a certain article entered into
between the said William and the said
John Coolidge by the terms and effect
of which he the said Sullivant agreed
to convey by good and sufficient
warranty deed to the said John
a certain tract of land in the county
of Lucas

Stewart & Brothers
vs } Mondale
John Coolidge —

Judgment Debt $200
Damage — 00..1
Costs in Suspense —

Filed Aug 8th 1827

Silas G Strong
Clk

THE STATE OF OHIO, ~~Franklin~~ Union county, ss.

To the Judges of the Court of Common Pleas of said county, Greeting.

KNOW YE, that at a Supreme Court, continued and held at the Court house, in ~~Franklinton~~ Marysville for the county of ~~Franklin~~ Union on the 26th day of July AD 1827 In a certain action of Debt Between Frances Steward & Robert Brotherton Pltff & John Coolidge Deft

brought hither from your said court by appeal, a trial has been had between the parties and a judgment is rendered in our said court, in favour of the said Frances Steward & Robert Brotherton for the sum of $200.00 Debt and one cents Damage

together with his costs, as well in your said court, as herein about his suit in this behalf, expended.

WHEREFORE We Command, that, immediately on the receipt of this, you do, without delay, grant the said Frances Steward & Robert Brotherton Execution against the said John Coolidge agreeably to the Statute, in such case made and provided.

WITNESS, the Honorable Calvin Pease Chief Judge of the State aforesaid, this 8th day of August 1827

Silas G Strong Clk

Suit Brot on note under seal made by Deft
Payable to Ed Sullevant or assigns & by him
assigns and by him assigned to Plaintiff

J Filson atty
for Pltff

Amount & Brought
Ck Dr Debt 200
Dam 1.00
Jon Costs 1.00

Assigns
Certificate
Facts work

as Commander of Rowe Levied
the within bond by a debt
the same to Deft

Now to the 18th J. N. Williams sheriff
fees —

Service .. 25 cts

1.00
1.00

1.00
1.00

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon John Coblidge to appear before the Judges of our Court of Common Pleas of ~~the~~ said County at the Court house in Marysville in said County fourthwith to answer unto Francis Stewart and Robert Brotherton assignees of William Sullivant in a Plea of Debt $200 Damages $1,00 and have you then this writ before the Court with you Doing then on

Witness the Honorable Elbert Law President of said Court this 10 Day of May 1826

Silas G Strong Cl

Supreme Court U.S.

Stewart & Brother

vs

John Coolidge

Summary transcripts

Filed July 8th 1827

Silas G. Storrs

Clk C.C.

State of Ohio, Union County ss

Francis Stewart & Robert Brotherton

vs

John Coolidge Deft

} Supreme Court of Ohio for Union County

Be it Remembered that on the 26th day of July 1827 Before Peter Hitchcock and Charles R Sherman Judges of the Supreme Court of the State of Ohio at a Court held in and for the County of Union Came the Parties and Submitted this Cause to the Court — Whereupon it is considered by the Court that the Writing in the Plaintiffs Declaration Mentioned is the Deed of the Defendant and that the Plaintiff Recover of the Defendant the Sum of two Hundred Dollars the Debt in the Declaration Mentioned and one cent Damages together With his Cost in this Behalf Expended in and about this Suit Taxed $ cents and that a mandate issue to the Court of Common Pleas to Carry this Judgment into Execution — this Judgment is Credited with $1.91

I Silas G Strong Clerk ~~of the Court of Common~~ of the Supreme Court of the State of Ohio Certify that the foregoing is a Correct Summary of the Judgment had Before the Supreme Court in the above Cause — In Testimony Whereof I have hereunto Set my hand and Seal of office this 8th day of August 1827

Silas G Strong Clerk

Stewart & Brothers
vs
John Coolidge

Debt	$200
Costs Docket	5.50
Atty fee	19.62
Sheriff	1.37
	$226.00

No Money Made Stayed
by Injunction

Bond	50
Mileage	$0.30
	80

George Snodgrass
Dep Shff

Oct 11 27

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting —
We command you that of the goods and chattels of John Coolidge late of your Bailewick you cause to be made the sum of $200 Debt. Vision with Legal Interest from the 10th day of February 1827 untill paid which Francis Stewart & Robert Brotherton late in the Union Court of Common Pleas Has Recovered against Him for His Debt and one Cent Damage also the sum of $25.99 which the said Stewart and Brotherton in the Same Court Has Recovered against Him for His Costs about His Suit in this behalf Expended whereof the said John Coolidge is convict as appears to us of Record and Have you then there the Same before the Judges of Our Court of Common Pleas on the first Day of Next term to Rend unto the said Stewart and Brotherton the Debt and Costs aforesaid and Have then there this writ

Witness Ebenezer Lane President of Our Said Court of Common Pleas at the Court House this 11th day of Oct 1827

Silas G Strong Clk

Union Com Pleas

Stewart & Brotherton
vs. Fi Fa
John Coolidge

Debt –	$201.00
Docket fees	5.00
Writs fees	19.97½
Sheff fees –	2.17½
	$228.15

Rec'd Feby 28. 1838

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting — We command you that of the goods and chattels of John Coolidge Late of Your Bailiwick you cause to be made the the sum of ~~Four~~ Hundred Dollars Debt and one Dollar — Damages with Legal Interest thereon from the 5 Day of October 1827 in full Paid and for the want of goods and chattels you cause the same to be made of the Lands and tenements and Real Estate of the said John Coolidge which Sum Frances Stewart and Robert Brotherton Late in the Union Court of common Pleas Has Recovered against him togeth with the Sum of Twenty Seven Dollars and fourteen Cents Costs for his costs by him in this behalf expended Whereof the said John Coolidge is convict as appears to us of Record and that you have the Same before the Honorable — the Judges of the Court aforesaid at the Court House thereof on the 1st Day of our next term to render unto the — said Frances Stewart & Robert Brotherton the Sum of $201 Dollars Debt and $27.14¼ Cents Costs aforesaid and have then there this writ

Witness the Honorable Gustavus Swan — President of our said Court at the Court House this 27th Day of Feby 1828

Silas G Strong Clerk

No. 27-SC-2

Union Common Pleas Court.

Frances Stewart
Plaintiff,

AGAINST

John Coulege
Defendant.

Feby 1877.
Judg vs Defendt,
for $200 &c.

Journal 1 Page 40

Record No. 1 Page 244

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Union county ss

The state of ohio
Union county of the term of November 1826
Common pleas

John Crooker was summoned to answer unto Francis Slemmer & Robert Mortimer assignees of William Scullant of a plea that he the said Crooker render unto the said Slemmer & Mortimer plaintiffs two hundred dollars which to them he the said defendant owes & from them detains ~~for that~~ wherefore the said plaintiffs by J. J. Johnson their attorney complain that whereas heretofore to wit on the first day of June in the year 1825 at Union county aforesaid the defendant made his certain writing obligatory signed & sealed with the proper hand of ~~the~~ said defendant which said obligatory is here shown to the court bearing date on the day & year aforesaid but thereby was stated & also was the true time of its execution by which the said writing obligatory the defendant ~~bound himself~~ acknowledged himself indebted to one William Scullant in the sum of two hundred dollars the sum to be paid to the said Scullant ~~or~~ his heirs or assigns on or before the first day of January 1826 to the payment of which said sum of two hundred dollars so aforesaid the defendant bound himself his heirs executors & administrators firmly by the said writing obligatory & assigned to be paid on the first day of August in the year 1825 & before the assignment of the said writing obligatory ~~[illegible]~~ ~~or~~ was made or

any part thereof that it never was lawfully agreed
said settlement by his assent in writing on the back
of said writing obligatory his hereby and being therefor satisfied
by the same satisfaction of the said settlement and assignment
set over endorsed the said writing obligatory to the said plaintiff for
and in consideration of the moneys therein specified
to be paid to said plaintiff of which said agreement the said
notice given among said defendants were liable to pay
said sum of two hundred dollars should in said writing obliga
tory to be said plaintiff according to the same effect therein
after the said indenture or agreement under seal therefore and
to said plaintiff to have given of the said defendants the
moneys therein specified according to the same effect therein
at the time mentioned or agreed to be at the time after hereof
agreed

But said agreement the other agreement has never been paid
sum of two hundred dollars to said settlement before said assignment
nor has been paid said sum to said plaintiff since said assignment
nor any part thereof but the same to have to pay hitherto
hath and still doth stoutly refuse to have to be to
pay to the said damages as they say of one hundred dollars
whereof they pray judgment &c

J. Porter &c

for Pltff

No. 27-SC-3

Union Common Pleas Court.

James Buck. admr
Plaintiff,

AGAINST

Patrick Connor,
Defendant.

Feby 1827,
Judg vs Defendt.
$100 ⅝

FEB TERM. 1827

Journal 1 Page 26

Record No. 1 Page 239

Ex. Doc. 1 Page 33

THE J. D. SMITH CO., Springfield, Ohio.

Union Co

Adm of Jas
Cauthen
vs
Patrick Cannon

Filed 17th July 1826
Silas G Hogan
Clk

Ch B Cauthen Atty

Union Summons Pleas 1826

James Beech Adm of
James Conner Decd
vs
Patrick Conner

Case Damage $300.00

Issue a Summons returnable
forthwith & Endorsed this suit is
brought ~~to recover~~ for money
had & Recd paid Lent Laid out
& expended for Defts use & goods
wares & Merchandise sold & delivered
&c.

7th Feby 1826

S G Strong Clk

Moses B Cannon
Pltffs Atty

This Suit is Brought for Money how
and Been paid in cash and Expend
for Debt and Goods were given Me & have
been Sold and Delivered

Hugh B [illegible]
[illegible]

James Boon
vs
Attach
Natl Bank

Sworn by Plaintiff
July 19 1826

A. V. Walker
Atty 85 [illegible]

16
3
45
36
10
93

The State of Ohio Union County ss

To the Sheriff of the said County Greeting

We command you to summon Patrick Connor to appear forthwith before the Judges of our said Court of Common Pleas at the Court house in Marysville to answer to James Bunt Administrator of the Estate of James Connor Dec in a Plea of the Case Damages $300.00 and hereof you fail not the last Tuesday Ebenezer Lake President of Our said Court at the Court house the 1st day of Feby 1826

Attest Silas Gaddis

Union Com Pleas –

James Buck admr to
vs Debt in
Case
Patrick Conner

Filed June 22d 1836
Silas G Stoughton

Copies fees $7.4 cts
C M B Carrison Atty

The State of Ohio Union County Court of Common Pleas of the Term of February in the year of our Lord Eighteen hundred & Twenty six

Union County ss

Patrick Cannon late of the County & State aforesaid was summoned to answer unto James Beech administrator of all & singular the goods chattles rights credits moneys & effects which were of James Cannon late of said Union County deceased in a plea of Trespass on the case &c

And thereupon the said James Adm as aforesaid by Myers B Cavein his Attorney Complains for that whereas the said Patrick on the first day of July in the year of our Lord Eighteen hundred & Twenty four at Union County aforesaid was indebted unto the said James Cannon in his lifetime in the sum of Three hundred Dollars for divers goods wares & Merchandise by the said James Cannon in his lifetime before that time sold & delivered to the said Patrick at his special instance & request & being so indebted he the said Patrick in consideration thereof afterwards Towit on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said James Cannon in his lifetime to pay him said sum of money when he should be thereto afterwards requested

And whereas also afterwards Towit on the same day & year aforesaid at the County aforesaid the said Patrick was indebted unto the said James Cannon in his lifetime in the further sum of Three hundred dollars for so much money lent & advanced by the said James Cannon in his lifetime to the said Patrick & at his special instance & request & being so indebted he the said Patrick in consideration thereof afterwards Towit on the same day & year aforesaid at the County aforesaid undertook & faithfully promised the said James Cannon in his lifetime to pay him said last mentioned sum of money when he should be thereto afterwards requested

and whereas also afterwards Zwit on the same day & year aforesaid at the County aforesaid the said Patrick was indebted unto the said James Banner in his life time in another sum of Three hundred dollars for the like sum of money by the said Patrick before that time had & received to & for the use of the said James Banner in his life & being so thereof indebted he said Patrick in consideration thereof afterwards Zwit on the day & year aforesaid at the County aforesaid undertook & faithfully promised the said James Banner in his life time to pay him said last mentioned sum of money when he should be thereto afterwards requested And whereas also afterwards Zwit on the same day & year aforesaid at the County aforesaid the said Patrick was indebted to the said James Banner in his lifetime in another sum of Three hundred Dollars for the like sum of money by the said James Banner in his lifetime before that time there paid laid out & expended to & for the use benefit & behoof of him the said Patrick & at his special instance and request and being so indebted he the said Patrick in consideration thereof afterwards Zwit on the day & year afsd at the County afsd undertook & faithfully promised the said James Banner in his lifetime to pay him said last mentioned sum of money when he should be thereto afterwards requested Nevertheless the said Patrick altho often requested hath not paid the said several sums of money or either or any part of either of them to the said James Banner in his lifetime or to the said James Beck administrator as aforesaid since the death of the said James Banner but to pay the same or any part thereof to the said James Banner in his lifetime or to the said James Beck administrator as aforesaid since the death of the said James Banner he the said Patrick hath hitherto wholly refused & still doth refuse to the Damage of the said James Beck administrator as aforesaid in the sum of Three hundred dollars & therefore he brings suit &c and the said James

Buck having into Court here his Letters of administration on the Estate of said James Lanier deceased as aforesaid whereby it fully appears to the Court here that the said James Buck is the administrator of said Estate &c

Myers & Cannon
Atty for Deft

Circuit Court Collection
adm.
James Culbertson dec.t
vs
James Buck adm.t of the
estate of James Conner dec.t
Debt $58 24

Summons — 31¼

Filed Feby 10th
1827 Silas Strong
Clk

The State of Ohio Union County ss

Emily Culbertson
Administratrix of the
estate of
James Culbertson dec^d
vs
James Buck Adm^r of the
Estate of James Conner dec^d
judgment Dec^t $58.25

This suit is brought on a joint & several note given by Patrick Conner and James Conner to James Culbertson dated June 16 18[illegible] for Sixty six dollars which said note is lost or mislaid

Nov^br 2^d 1825 This day came the parties without the service of any process the said Emily appeared by her agent D W Deshler present Patrick Conner as witness in behalf of plaintiff on examination of the testimony of Patrick Conner it appears that James ~~Culbertson~~ Conner dec^d was one of the obligors on the above described note which said note was signed by said James Conner dec^d in his presence and Patrick was now yet is paid from the testimony D W Deshler it appears that said note is lost or mislaid

The defendant James Buck adm^r claimed in offset a credit of $2.30 cents which was allowed On examination of testimony as aforesaid it is considered that the plaintiff recover of the defendant the sum fifty ~~dollars~~ eight dollars & twenty four cents debt and the plaintiff pay the cost

(B) I certify this to be a true copy of of the proceedings had before me given under my hand and seal this 2^d day of February 1827

James Downing Justice of the peace

This transcript 37½ cents

April 11th 1826

Buck v Conn

Transcript
of
Barr v Conn

Filed February
18th 1827
Silas Strong

Transcript
Samuel Barr
vs
Aleck Conner

Feb. Term 1827.

1819

Samuel Barr
vs
Patrick Connor

Debt $ 37.66
Interest — 3.00
Costs — 1.42½

Justice fees
Summons — 12½
Judgment 25
Entering bar 25

Constables fees
Levying Summons
and mileage 50

This Copy — 30

37.66
3
40.66

April 17th

This Day Came the Defendant and Confest a judgment in favour of Samuel Barr Plaintiff for Thirty Seven Dollars and Sixty six cents Debt and three Dollars interest on a Note of hand Due 1st December 1817

James Connor Entered Bail for the above Debt and Costs on the 22th April 1819

This may certify the above is a true Copy from my Docket given under my hand this 29th June 1821

John Lebs
Justice of Peace

Buck vs Conn
Transcript
of Judgment in
favor of Conn

11 - 41 1/4
9 - 7/4
6 - 56 1/4
11 - 37 1/2
29 - 37 1/2
19 - 43 3/4
7
76 - 63 1/4
64 - 25
12 - 38 1/2

Transcript
Samuel Barr
vs
Patrick Conner
Debt and costs
$ 39.06 1/2

30.90

1819 —

Samuel Barr
vs
Patrick Connor

Debt $30.90
Interest 6.74
Costs 1.42½
39 06½

Justice fees
Summons — 12½
Judgment 25
Entering bail 25

Constable fees
for serving summons
and mileage 50
by Alvin Randle

This Copy — 30

April 17th

This Day Came the Defendant Patrick Connor and Confess a judgement in favour of Samuel Barr for thirty Dollars and Ninety Cents and half debt and Six Dollars seventy four cents interest by a Note of hand and Costs of Suit

30.90
6.74
71/64

on a Note Due 26th August 1814

James Connor Entered Bail for the above Debt and Costs on the 22th April 1819

This may certify the above is a true Copy from my Docket given under my hand this 29th June 1821

John Sells J. P.

Justice of Peace

James Buck Adm.
vs } Summons
Patrick Conner
For Clark Prown

Service by Reading July
7th 1827

Service — — $0 10
Milage — — — 55

George Snodgrass
Dep Shff

Filed July 9th 1827
Silas G Strong
Clk

Union

State of Ohio, ~~Franklin~~ County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WE COMMAND YOU, To summon Clarke Brown

to appear before the Honorable, the Judges of the Supreme Court, at the Court House in Marysville ~~Columbus~~, on the first day of our next term, to testify and the truth to speak on behalf of Patrick Connor in a certain matter in controversy in our said Court depending; wherein James Buck adm. of James Connor is plaintiff, and Patrick Connor defendant. And this he shall in no wise omit under the penalty of the law, and have then there this writ.

Witness, The Honorable CALVIN PEASE, Chief Judge of our said Court, at the Court House aforesaid, this 6th day of July 1827

Silas G Strong — CLERK.

James Buck Admr
vs } Summons
Patrick Conner
For William Bethard
& Martin Dewit

Served on William Bethard
& Martin Dewit July
7th 1827 by Reading -
Serve - - 0,,20
Milage - - ,,65
George Snodgrass
Dep Shff

Filed July 9th 1827
Silas G. Strong
Clk

State of Ohio, Union County ss

To the Sheriff of the County of Union Greeting
We command you to summons William Bethard
and Martin Dewit

To appear Befor the Judges
of the Supreme Court of the State of Ohio at the Court
house in the Town of Marysville in the County afore-
said on the first Day of our next term (alias on the-
26th day of July Inst) to Testify and the truth to say in
a certain Matter of Controversy in said Court pen-
ding and undetermined Between James Buck Adm.
of James Connor Plantiff and Patrick Connor Defendant
and this they shall in no wise omit under the Pen-
alty of one hundred Dollars and have you then
this Writ Witness the Honorable Calvin Pease Chief-
Judge of our Supreme Court at the Court-
house in the Town of Marysville the 5th day
of July 1827 Silas G Strong Clk Pro Tem
S. C. Ohio

James Buck adm.
vs } sum
Patrick Conner
for James Ewing

Served by Ready —
July 7th 1827
Serv. — $0 10
Mileage — 50
George Snodgrass
Dep Shff

Filed July 9th 1827
Silas G Strong

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting
We command you to summons James Byrne to be
and appear before the Honorable the Judges of the Supe
reme Court at the court house in the Town of Marys
ville in the County of Union on the 1st day of the next
Supreme Court and to testify and the truth to speak of
and concerning certain Transcripts from your Docket
as a Justice of the Peace in a certain Matter of Controversy
in our said Court Pending and undetermined Wher
in James Buck admr. of James Conna is Plantiff
and Patrick Conna is Defendant and of this he
shall in no wise fail and have you then there the
Writ

Witness the Honorable Calvin Pease
Chief Judge of our Court at the Court
house aforesaid this 6th day of July
1824 Attest Silas G Strong Clk

Mun Com Pleas

Comer
vs
Buck.

plea
Jury

Filed July 26th 1827
Silas G Strong

for ~~Appeals~~ court of Union county

Patrick Conner
vs
James Buck admr of
James Conner

And the said Patrick Conner by W. Barnes his attorney comes and defends the wrong & injury wherefore and says that he did not ~~for~~ undertake and promise in manner and form as the plaintiff has above thereof complained against him — and W. Barnes of this he puts himself upon the country. atty for Conner

and the plff doth the like.

Supr Court Ula

James Buck adm
vs
Patrick Connor

Summary Transcript
From Supreme Court
Filed Aug 8th 1827

Silas G Strong
Clk 66

State of Ohio Union County ss
James Buck administrator
of James Conner Deceased
vs
Patrick Conner Defendant

Supreme Court of
Ohio for Union County
July Term 1827

Be it Remembered than on the 26th day of July Before
Peter Hitchcock & Charles R Sherman Judges of
the Supreme Court of the State of Ohio in and for the
County Came the Parties and thereupon Came a-
Jury to wit Apples Eastman Samuel Brrahood
Emmy Willson Allen Leper James Russell James Snodgrass
Adam Woolford William Gorton John Mitchell Joshua
G Ewing John Reed and Stephen McLain who being
Elected tried and sworn well and truely to try the abo
Cause in issue Joined Betwen James Buck admin-
istrator of James Conner Plantiff and Patrick Conner
Defendant and a true verdict Give according to Evidence
And the Jury aforesaid upon their oaths aforesaid do say
that the Defendant Did not Promise and assume as the
Plantiff in his Declaration has Alledged it is therefore
considered by the Court that the Defendant Go hence
with out Day and Recover of the Plantiff his Costs —
Herein Expended to wit to $ and Cents —

I Silas G Strong Clerk of the Supreme Court of
the State of Ohio, Certify that the foregoing is
a correct Summary of the Judgement had
before the Supreme Court in the above Cause

In testimony Whereof I have hereunto
Set my hand and Seal of office the
8th day of August 1827 Silas G Strong Clk

James Buck adm.
vs } Mandate
Patrick Carne

Common Pleas Costs

Supreme Court Costs

Filed Aug. 8th 1829

Silas G. Strong Clk

THE STATE OF OHIO, ~~Franklin~~ Union county, ss.

To the Judges of the Court of Common Pleas of said county, Greeting.

KNOW YE, that at a Supreme Court, continued and held at the Court house, in ~~Franklinton~~ Marysville, for the county of ~~Franklin~~ Union on on the 26th day July A D 1827 In a certain action on the Case Between James Buck admr of James Bonner Pltff & Patrick Conner Deft

brought hither from your said court by appeal, a trial has been had between the parties and a judgment is rendered in our said court in favour of the said Patrick Conner for

~~together with~~ his costs, as well in your said court, as herein about his suit in this behalf, expended.

WHEREFORE we Command, that, immediately on the receipt of this, you do, without delay,, grant the said Patrick Conner Execution against the said James Buck admr agreeably to the Statute, in such case made and provided.

WITNESS, the Honorable Calvin Pease Chief Judge of the State aforesaid, this 8th day of August 1827

Silas G Strong Clk

James Buck
vs } summons
Patrick Conner
for
Clerk Provin

Served on Clerk
Provin by Reading Feby 10th.
Service — 10 —
George Snodgrass
Dep Shff

James Buck
vs } Sum
Patrick Conner

For

David Chapman

David Chapman By
Reading Feby 10.
George Snodgrass Dep. Shff

State of Ohio Union County ss }

To the Sheriff of said County Greeting

We command you to summons Clerk Provin to appear forth with before the Judges of our Court of Common Pleas to testify and the truth to say in a certain Matter of controversy in said Court Pending and undetermined Between James Buck Pltff and Patrick Conner Deft and this you shall in no wise omit and have you then there this writ

Witness the Honorable Ebenezar Lane Prest of our said Court at Marysville this 9th Day of Feby A D 1829

Silas G Strong Clk

Union Com Pleas

James Buck admr of James Connu dec Pltff

vs

Patrick Connu Defr
Suppoena

William DeHart
&
Deborah Connu

Served on Deborah by Reading

Serv	10
Mileage	50

10

172
50
222

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you to summons William Bethard and Deborah Conner to appear before the Judges of the Court of Common Pleas of said County at the court house in Marysville on the first Day of our next term to testify and the truth to say in a certain Matter of controversy in said Court Pending an unadetermined Between James Buck Adm. of James Conner Plantiff and Patrick Conner Defendant and of this they shall in no wise fail under the Penalty of One hundred Dollars and have you then there this writ

Witness the Honorable Ebenezer Lane President of our said Court at Marysville this 8th day of October 1826

Silas G Strong Clk

Buck
vs
Sub
Conne

James Boring

Service by Recaution -
Service - - - $0 10
Milage - - 50
62

George Snodgrass Dep Sheff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you to Summons James Ewing That he appear ~~before~~ the Judges of our Court of common Pleas on the 8th of this Inst at the Court house in Marysville in said County then to Exhibit and he is hereby Required to Make a true Copy of a Judgment from his Docket in the Case of Emety Culbertson vs James Buck as administrator of James Conner Dec and Exhibit the same varified By his own true Sayings under oath and this he shall in No wise omit under the Penalty of One hundred Dollars and have upon them then this writ

Witness Ebenezer Lane Pres of our Court at the Court house in ~~Witness Hay~~ ~~fin~~ this 5th Day of February 1827

Silas G Strong Clk

Buck, Adm. of
Cannon
vs. } precipe,
Pat. Cannon

Union Com. Pleas.

James Buck, as Adm. of James Cannon Decd.

vs.

Patrick Cannon

Clerk will issue a Sub. duces tecum for James Ewing as witness for Pltff.

The paper is a copy of a Judgment in the case of Emley Culbertson vs. James Buck as Adm. of James Cannon Decd.

James Buck, Adm. of James Cannon Decd.

28. January, 1827.

Buck
vs } Sub
Conna

Cullen Bethea
&
Martin Dent

Serving on Wm Bethea 62
Reading — — — ff 6 16
Ditto on Dent by copy — 20
Milage — — — — — 70
10 0

George Snodgrass Dep. Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons William Bell and and Martin Dewit to appear before the Judges of our Court of common Pleas at the court house in the town of Marysville on the 1st day of our next term to testify and the truth to say in a certain Matter of controversy in said Court Pending and undetermined Betwen James Buckwalter Pltff & Patrick Conner Deft and this they shall in no wise omit under the Penalty of $100. and have you then there this writ

Witness the Honorable Ebenezer Lane Pres. of our said Court at the Court house this 5th day of Jany AD 1827

Silas G Strong Clk

Pennsylvania
Lee County
ss
Albert Lewis
vs
Lee County

Filed February 10
1837 Allen Hess
Clk

Buchanan
as
Lawrence & Nevins &
~~Campbells~~

Transcript from docket
of Peace offence in
murder & an appeal
of the Court

Supreme Court
Shall be adjudged
murder when
offence by Bill Lawrence
shewn that Scott
of Clerks warrant
the party offer
~~Evans for Deft~~
L. E. Chastine for Deft

The State of Ohio
Franklin County ss

James Cullertson Plff
vs
Patrick Connor and
James Connor Dfts

Justice fees — $ 0,37½
This copy — 30
$ 0,87½

August 11th 1821
One of the Dfts to wit
Patrick Connor ap-
peared and con-
fessed himself just-
ly indebted to the plff
in the sum of forty
six dollars with int-
erest from 16th June 1820
It was therefore con-
sidered that the plff
recover of the Dft the
aforesaid sum of
Forty six dollars with interest from the
16th June 1820 together with costs of suit

Eli C King Justice of
the peace (Seal)

August the 11th 1821 Execution issued to James
Cherry one of the Constables of Montgomery Town-
ship which was returned with plffs receipt
for thirty seven & half cents and constable re-
tained his fees and stated Eli C King J P (Seal)
by plffs order

The State of Ohio
Franklin County ss

I Eli C King one of the
acting Justices of the peace in and for
the County do certify that the foregoing
is a true copy of the proceedings had
before me in said suit given under
my hand & seal at Columbus in the
Township of Montgomery this 18th May
1822

Eli C King Justice peace (Seal)

James Buck adm^r.

vs } Transcript

Patrick Connor

Filed June 10th 1827

Silas G. Strong Clk
S. C. Prob.

James Buck Administrator of James Conner Deceased Plff
vs
Patrick Conner Deft

Pleas Before the Honorable David Mitchell William Gabriel & Robert Nelson Esq. associate Judges in and for the County of Union & State of Ohio

at a Court of Common Pleas Began and held at the Court house in the Town of Marysville in the County of Union aforesaid on the 10th Day of February in the year of our Lord one thousand Eight hundred and twenty seven - Be it Remembered that heretofore to wit on the seventeenth Day of February in the year of our Lord one thousand Eight hundred and twenty six James Buck, Administrator of James Conner Deceased sued out of the Clerks office of this Court one writ of Summons against Patrick Conner which said writ Reads in the words and ~~figures~~ figures following to wit

State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you to Summons Patrick Conner to appear forthwith before the Judges of our said Court of Common Pleas at the Court house in Marysville to answer ~~unto~~ to James Buck, Administrator of the Estate of James Conner Deceased in a plea of the case Damages $300 and have you then there this writ Witness Ebenezer Lane President of our said Court at the Court this 17th day of February 1826

Attest Silas G Strong Clk

said writ was Endorsed in the words & figures following to wit

This suit is brought for Money had & Received Paid Laid out & Expended for Defendant & for Goods Wares and Merchantice Sold & Delivered

Moses B Corwin Atty for Plff

And on the same Day and Year aforesaid the said writ was Returned by the Sheriff of the said County served by Reading Feby 17th 1826

A A Williams Shff

And afterwards to wit on the same day & year Last aforesaid came the parties and thereupon this cause was continued

And afterwards to wit on the twenty second day of June in the year of our Lord one thousand Eight hundred and twenty six came the Plantiff By Moses B Corwin his Atty and filed herein his Declaration which said Declaration Reads in the words and figures following to wit

Declaration } The State of Ohio Union County ss
Pleas of the term of February in the year of our Lord Eighteen hundred and twenty six Union County ss

Patrick Conner of the County and State aforesaid was summoned To answer unto James Buck Administrator of all singular the goods Chattles Rights credits Moneys and Effects which were of James Conner Late of said Union County Deceased in a Plea of trespass on the case &c And thereupon the said James ~~Conner~~ Administrator as aforesaid By Moses B Corwin

his attorney complains for that whereas the said Patrick on the first day of July in the year of ~~our~~ Eighteen hundred and twenty five at Union County was Indebted unto the said James Conner in his Life time in the sum of three hundred Dollars for Divers goods wares and Merchandize by the said James Conner in his Life time before that time sold and Delivered to the said Patrick ~~xxxxxx~~ at his special Instance & Request and Being so indebted he the said Patrick in consideration thereof afterwards to wit on the same Day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said James Conner in his Life time to pay him said sum of Money when he should be thereto afterwards Requested and Whereas also afterwards to wit on the same Day and year aforesaid at the County aforesaid the said Patrick was Indebted unto the said James Conner in his Life time in the further sum of three hundred Dollars for so much Money Lent and advanced by the said James Conner in his Life time to the said Patrick and at his special instance and Request and being so indebted he the said Patrick in consideration thereof And afterwards to wit on the same Day and year aforesaid at the County aforesaid undertook and faithfully promised the said James Conner in his Life time to pay

him said ~~Extra~~ Last Mentioned sum of
Money when he should be thereto afterwards
Requested and whereas afterwards to wit on the
same Day and Year aforesaid at the County afore=
said the said Patrick Was Indebted unto the
said James Conner in his Life time in another
sum of three hundred Dollars for the Like sum
of Money by the said Patrick before that time had
and received to and for the use of the said James
Conner in his Life time and being so ~~Indebted~~ —
thereof Indebted the said Patrick in consideration there
=of afterwards to wit on the same Day and Year —
aforesaid at the County aforesaid undertook and
faithfully promised the said James Conner in his
Life time to pay him said Last Mentioned sum
of Money When he should be thereto afterwards
Requested and whereas also afterwards to wit
on the same Day Year aforesaid at the County
aforesaid the said Patrick was indebted to the said
James in his Life time in another sum of three
hundred Dollars for the Like sum of Money by the
said James Conner in his Life time before that time
their paid Laid out and Expended to and for the
Use benefit and behoof of the said Patrick and at
special instance and Request and being so indebted
he the said Patrick in consideration thereof afterwa=
=rds to wit on the same Day and Year aforesaid at
the County aforesaid undertook and faithfully prom=
=ised the said James Conner in his Life time to pay

Sam H James

him said last mentioned sum of money when he should be thereto afterwards requested Nevertheless the said Patrick although often requested hath not paid the said several sums of money or either or any part of either of them to the said James Bonner in his life time or to the said James Buck Administrator as aforesaid since the Death of the said James Bonner but to pay the same or any part thereof to the said James Bonner in his life time or to the said James Buck administrator as aforesaid since the Death of the said James Bonner he the said Patrick hath hitherto wholly Refused and still doth Refuse to the Damage of the said James Buck administrator as aforesaid in the sum of three hundred Dollars and therefore he brings suit &c

And the said James Brings into Court here his Letters of administration on the Estate of the said James Bonner Deceased as aforesaid whereby it fully appears to the Court here that the said James Buck is the administrator of said Estate &c Moses B Cowin
Atty for Plff

And afterwards to wit on the 11th Day of November in the year of our Lord one thousand Eight hundred and twenty six came the parties and the Defendant having by his attorney filed herein his ✓ which said Reads in the words and figures following to wit

Whereupon By consent of parties this cause was continued until next term And afterwards to wit now at this Day to wit the Day and year first aforesaid came the parties and thereupon came a Jury to wit William Richey John Price William Graham Wm Porter Robert Dinwiddie Jesse Mitchell Hezekiah Birdick Thomas Marshall John Jolly George Sagar Zebediah Farmer and Wm Kent who being Elected true and sworn well and truely to try the above cause in issue Joined and a true verdick give ——

according to Evidence and the Jury aforesaid upon their oaths aforesaid Do find for the Plantiff the sum of one hundred Dollars It is therefore considered by the Court that the Plantiff Recover of the Defendant the sum of one hundred Dollars together with his costs herein about this suit in this Behalf Expended taxed at $

Whereupon the Plantiff Give notice of his Intention to appeal

Silas G Strong Clk

{$150}

State of Ohio Union County ss

I Silas G Strong Clerk of the Court of common Pleas of the County of Union Certify that the foregoing is a true transcript of the Record of the Proceeding and Judgement in the foregoing Cause so far as is in my Possesion to Give -

In Testimony Whereof I have hereunto set my hand and Seal of our said Court this 6th day of July A D 1827

Silas G Strong Clerk

Supreme Court Case

1827-SC-0004

located with

Supreme Court Case

1828-SC-0006

No. 28-SC-1 (4)

Union Common Pleas Court.

William Long Plaintiff,

AGAINST

James Borel Defendant.

OCT TERM, 18 27

July 1828 Supreme Court

Non Suited.

Journal 1-1 Page 33-11

Record No. 1-1 Page 263-39

Ex. Doc. 1 Page 19

THE J. D. SMITH CO., Springfield, Ohio.

Abm Long
vs
Jacob
Samuel Robert &
Jam Boad

Filed Feby 16th
1827
Silas G Strong
Clk

Union Court of Commonpleas.

William Long
vs.
Samuel Robinson
James Boal

Trespass vi et armis
for a assault and battery
& false imprisonment,
Damage $400.00

Action brought to recover the damage which the plaintiff sustained, by reason of an assault and battery and false imprisonment committed on the plaintiff by the Defendants.

Clerk will issue a Summons.

Samuel Buck
Atty. for Pltf.

16th. February 1827.

William Long Plff

vs

James Boal &

Samuel Robins

Praecipe for Writ

Filed Jany 1st 1827

Silas G Strong

Union Com. Plas.

William Long
vs.
James Bool &
Samuel Robinson

Clerk will issue a subpoena for David Mitchell ~~and~~ James Buck & Frederic Sagar for Plff.

S. Buck for Plff.

27th. Dec. 1827.

S. G. Stearns Esq. Clk ...

N. B. Also a subp. for Benjamin Harrison for Plff.

S. Buck Ck.

Received for Silas Benson $2.95 cents also for Mordecai Baugh $1.00 Marysville Oct 8th 1828

Lyon vs Johnson

35
30
50
52½
60
45
40
3.12½
50
3.62

Lyon Long
vs
James Boswalo
All this Paper

1300 = 12472 = 1043

1043
37416
49888
12472
1300 | 13009296
13
0092

3692

10,006

325
325
300

600

13 3529 | 1043
1043
10587
14116
3589
3941 | 6 47
13 26
114
104
101
96
91
50

2847
2847
3,754

37-7

2

3690 R Mcam 1000
3693 A Ols 1000
3691 Stale $2843 1000
3696 - Mcam 1000

3692 - { L Cary 100
Drummond 300
Gandy 300
Wood 385

A Replevin of Geo
vs
James Noal & ll
for the use of Jerom
Bonnstiff

Recd of James Noal one
dollar in full for 2 days atten
against the above
in the above suit Dennis

George Reed

6th Feb

52

40. 50	30
1. 00	
1. 00	
40. 50	
43. 00	
30	
73 00	

98 50 yr

1 12 ~

99. 63

43. 00

56. 63

The State of Ohio }
vs }
James Boal &c }

Received of James Boal fifty
cents in full for my attendance
as a witness in the above case

Thomas Robinson

fifteen hours then next following.

And also for that the said Defendants, on the same day and year last aforesaid, at the County and Township aforesaid in and upon the said William in the public peace there being, did with force and arms make another assault, and him the said William did then and there unlawfully strike, beat, wound and illtreat, and other wrongs to the said William then and there did, to the great damage of the said William and against the peace and dignity of the State of Ohio. Whereupon the said William saith he is worse, and hath damage to the value of four hundred dollars. And therefore he brings suit, &c.

J. Beck, Atty. for Plff.

John Doe &
Richard Roe, pledges, &c.

Union Com. Pleas.
William Long
vs. Declaration.
J. Robinson &
Jas. Board.
Filed Oct 6th 1827
Wm. G. Storry
Clk

Copy

The State of Ohio, Union County, Court of Commonpleas, of October Term in the year of our Lord eighteen hundred and twenty ~~seven~~ seven.

Union County, ss.

Samuel Robinson and James Boal were summoned to answer to William Long of a plea of trespass with force and arms for an assault and battery and false imprisonment. And thereupon the said William complains against the said Defendants, for that the said Defendants, on the eleventh day of April in the year of our Lord eighteen hundred and twenty six, at Jerome township in Union County aforesaid, and within the jurisdiction of this Court, with force and arms in and upon the said William Long did make an assault, and him the said William Long then and there did beat, wound, evilly treat and imprison, and him the said William, so imprisoned against the will of the said William, and without any reasonable cause, for a long time, to wit, for the space of eighteen hours then next following, did keep and detain, to the great injury of the said William Long, contrary to the will of the said William, whereby the said William was then and there not only greatly hurt, but was also thereby then and there greatly exposed and injured in his credit and circumstances, to wit, at the County aforesaid.

And also for that the said Defendants, on the eleventh day of April in the year eighteen hundred and twenty six, at Jerome township in the County aforesaid, and within the jurisdiction of this Court, with force and arms in and upon the said William, in the public peace then and there being, did make an other assault, and him the said William did then and there unlawfully strike, beat, bruise and illtreat, and the said William did then and there unlawfully imprison, and then and there kept and detained him in prison ~~there~~ without any reasonable or probable cause whatever, for a long time, to wit, for the space of

Due
Bill
1

I Promise to settle with the following Persons
and Return their Receipt viz
Samuel Robinson, 50 cents
Levi Phelps $1,50
Stephen McLane, 50
Mathias Collins $1
C Lee - - - - - .50 J J Strong
the Receipts to be Produced at
the next term of the court
Feby 3d 1829 James Beach

State of Ohio

James Beal al ab } Because James Beal Forty Dollars and fifty Cents Costs of the Case and his Suit

1.00	Writing 4.00
.50	7.10
1.00	1.40
.50	10.00
1.00	16.33
4.50	38.83
3.50	
8.00	

1d

$40.	58
..	50
1.	50
1.	00
43.	58

Wm Long Sub
vs
James Boatwright et al
Philip Hawn
John Jolly
David Mitchell

Service on Philip Hawn
By leaving John Jolly &
David Mitchell By Rec.
Service — 1.40
Milage — .50
1.90
George Snoagrass
Dep Shff

John H Lawrence

John

John

John

John

John

John H Lawrence

John H Lawrence

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We Command you to Summons Philip Haun John Colley and David Mitchell to be and appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court House in the Town of Marysville on the 1st Day of the next term of said Court to be held in and for the County of Union to testify and the truth to say in a certain Matter of Controversy Pending and under in our said Court wherein William Long is Plaintiff and James Boal and Samuel Robinson are Defendants and this they shall in no wise omit under the Penalty of One thousand Dollars and have you then there this writ

Witness the Honorable Calvin Pease Chief Judge of our said Supreme Court at the Court house in Marysville the 23d day of Jan 1828

Silas G Strong Clerk

Wm Long Pltff
vs
James Bond et al

For
David Mitchell
James Buck
Francis Sagar

Served on James Buck
by Reading & on F
Sagar by Copy

Service —	32¢
Milage —	50
	82¢

Served on David
Mitchell By Copy
Service 22¢

$1.04

George Snoagrass
Dep Shff

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

We command you to summon David Mitchell — James Buck and Frederick Sagar to appear before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the first Day of our next term of the Court of common Pleas to be holden in and for said County to testify and the truth to say in a certain Matter of controversy in said Court pending and undetermined between William Long Plaintiff & James Wood and Samuel Sagar Defendants and this they shall in no wise omit under the Penalty of the Law and have you then there this writ

Witness Clemenger Lawrence Esqr Pres.
of our Court at the Court
House this 1st Day of January 1828

Silas G Strong Clk

A copy of this paper I gave to Samuel Robinson
the within Defendant on the 7th day of January
1828 at Union County, Ohio. This I say on oath.

State of Ohio, Union County, ss. Fayette Tegarden
Sworn to & subscribed before me a Justice of the
Peace this 14 day of January 1828

Thomas Wilson

Wm Long
vs. } Notice to produce
Baal & Robinson

& of
B. Harrison.
vs. } Notice to produce.
Baal & Robinson

Notice to produce

State of Ohio, Union Com. Pleas.

William Long
vs.
James Baal &
Samuel Robinson

Trespass vi et armis.

Mr. Samuel Robinson, Defendant in this case, the original affidavit filed by the Defendant Baal, in the case when this plaintiff was arrested by a constable and brought before you, as a justice of the peace, at the suggestion or request of James Baal, together with your proceedings and the Constable's return in the case, all now in your possession and containing evi=dence pertinent to the issue in this case, you are now requested to produce in the Court aforesaid at the opening of the trial in this case. By these pa=pers now requested, I will prove my Declaration.

The same papers are requested as above in this case, to wit,

Benjamin Harrison
vs.
James Baal &
Samuel Robinson

Trespass vi et armis.
in Union Com. Pleas.

N. B. Both the above named Plaintiffs were arrested by the officer near the same time and by the same warrant, and are both known in the same proceedings.

S. Buck, Atty for Pltf.

Union . Com . Pleas

Robinson
Bond
ats
Sing

Plea

James

Union Com Pleas Feb 1828

Samuel Robinson
James Boal
atts
Wm Long.

Plea.

And the said defendants by their attorney John H James come and defend the wrong when &c and says that they are not guilty of the said supposed trespasses above laid to their charge, or any part thereof, in manner and form as the said Wm Long hath above thereof complained against them. And of this the said defendants put themselves upon the country.

John H James. atty
for defents

Hough

William Long Pltff

vs } Summons

Samuel Robinson &
Jamy Boal Deft

Served on Samuel Robinson By Reading
on James Boal By copy Feby 21st

Service on Robinson $0 35 Service ~~$1 00~~ ~~64~~
Service on Boal -- 15 Milage ~~46~~
Copy for Boal - 15 ~~1 00~~
Milage - 50
Costs $1 15 Geo Swoagraf Dep. Shff

Action Brought to Recover the Damages which the Pltff sustained by Reason of an assault and Battery and false Imprisonment Committed on the Plaintiff by the Defts Clerk who issued a summons.

Samuel Buck Atty for Pltff

Filed Feby 16th 1835

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you Summon James Boal and Samuel Robinson to appear Before the Judge of our Court of common Pleas of said County at the Court house in the town of Marysville on the first Day of our next term to answer unto William Bony in a Plea of trespass Vi et Armis for a assault and Battery and false Imprisonment — Damage $400.00 and have you then the this writ

Witness Clement Lane Esq Pres of our said Court of common Pleas at the Court house in Marysville this 17th Day of Feby 1827

Silas G Strong
Clk

Benjn Harrison
to
Mandate
James Bowden

Filed Aug^st 5th 1828
S. G. Strong Clerk

State of Ohio
Union County ss } To the Judges of the Court of
Common Plea of said County Greeting

Know Ye that at a Supreme Court
Began and held at the Court House in Marysville
for the County of Union on the 23d Day of July 1828
in a certain action of Trespass Vi et armis Betwe-
Benj Harrison Plaintiff and James Boal &
Samuel Robinson Defendant Brought hithe-
from your said Court By appeal a trial
has been had between the parties and a Judg
ment is Rendered in our said Court in fav
-our of said James Boal and Samuel Robin
son for their Costs as well in your said Court
Court as herein about their suit in this behalf
Expended Wherefore We Command that im
mediately on the Receipt of this you Do with
out Delay Grant the said James Boal and
Samuel Robinson Execution against the
said Benj Harrison according to the Stat
ute in such Cases made and Provided
Witness the Honorable Colvin Pear
Chief Judge of our said Court at
the Court house this 4th Day of Augt
AD 1828 Silas G Strong Clerk

Une bon Pln
Une Long Pl
by 3 Subp
Jans Boat alot

For Benj Hann

Surveyed by Reeder
Feby 1 1828

Survey — 10
Milage — 50
60

Georg Snodgrass
Dep Shff

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

We command you to summon Benjamin Hain to appear before the Judges of our Court of Common Pleas at the Court House in the Town of Marysville in said County ~~[illegible]~~ the first Day of our next term to testify and the truth to say in a certain Matter of controversy in said Court Pending and undetermined between William Long Plaintiff and James Boal & Samuel Robinson Deft and this he shall in no wise omit under the Penalty of One hundred Dollars and how you then shew this writ

Witness Clemency Lane Coy Pro
of our said Court at the Court house
this 1st Day of January 1828

Silas G Strong Clerk

Wm Long
vs } Mandamus
James Bodwell et al

Filed August 5th 1828
Sy Strong Clk

State of Ohio
Union County ss To the Judge of the Court of common
Pleas of said County Greeting

Know ye that at a Supreme Court Began
and held at the Court House in the Town of
Marysville for said County on the 23d day of July
AD 1828 in a certain action of Trespass vi et armis
Between William Long Plaintiff and James Boal
and Samuel Robinson Defendants Brought hith
er by appeal a Trial has been had Between the
Parties and a Judgment is rendered in our
said Court in favor of the said James Boal &
Samuel Robinson for his Costs, as well in your said
Court as herein about his Suit in this behalf Ex
pended Wherefore We command that Imme
diately on the Receipt of this you do without
Delay grant the said James Boal and Samuel
Robinson Execution against the said William
Long agreeably to the Statute in such Can-
Made and Provided

Witness the Honorable Calvin
Pease Chief Judge of our said
Court this 4th Day of Augt 1828

Silas G Strong Clerk

William Long
vs
James Boatwright

Benj Harris
James Beck
David Mitchell
Francis Sagar

Service on the above
By Reading

service — 40
milage — 50
90

George Snowgrass
Dep Shff

State of Ohio Union County ss

To the Sheriff of Said County Greeting —

We Command you to Summons Benjamin Hann David Mitchell Francis Sagar and James Bird to appear before the Judges of our Supreme Court — at the Court house in the Town of Marysville — on the first Day of the next term of Said Court to be held in and for the County of Union — To testify and the truth to Say in a certain Matter of controversy In our Said Supreme Court Pending and undetermined between Wm Long Plantiff and James Boal and Saml Robins Defendants and this they Shall in no wise omit under the Penalty of One thousand Dollars and have you then there this writ

Witness Calvin Pease Chief Judge of our Supreme Court at the Court house in Marysville — this 23 Day of June 1828

Silas G Strong Clerk
S C. Ohio

Union Com. Pleas

Wm Long
" vs Appeal Bond
Sam. Robinson &
James Boon –

Filed March 21st AD 1828

Silas G Strong Clk

Know all men by these Presents that we James Boal ~~and~~
Samuel Robinson Stephen McLain & George Minturn are
held and firmly bound unto William Long in the full sum of
fifty Dollars to the Payment of which well and truely to make
we bind our selves our heirs Executors & administrators Jointly
and Severally firmly by these presents Sealed with our Seals
and Dated this 7th Day of March AD 1828

The condition of the above Bond is such that where
as the above bound James Boal and Samuel Rob
inson Have Taken an appeal to the Supreme Court
next to be held in and for the County of Union from
a certain Judgement Rendered against them in
the Court of Common Pleas of the County aforesaid
at the Last February Term In which William Long
is Pltff and the said James Boal and Samuel
Robinson are Defendants Now if the said James Boal
and Samuel Robinson Does well and truely prosecu
then said appeal to final Judgement and in case
judgement be rendered against them in the Supre
Court the Do will and truely pay the condemnation
money together with all Costs that may accrue in
the prosecution of the Suit then and in that case
this obligation is to be void and of none Effect
otherwise to Remain in full force and Vertue in Law

Attest

Silas G Strong Clk

James Boal (Seal)

Samuel Robinson (Seal)

Stephen McLain (Seal)

George Minturn (Seal)

William Long Plff

vs Summary Trans of

Samuel Robinson &

James Boal Defs

Filed Augst 8th 1828

Silas G Strong

Clerk

State of Ohio Union County ss

Supreme Court of Ohio for Union County
July Term Eight hun Hundred and Twenty Eight -

William Long -
vs
James Boal and
Samuel Robinson

} Action In Trespass on the Case

Be it Remembered that -
that in this Cause Brought
from the Court of Common
Pleas by appeal of the Defendant and Which Trans
cript Was Duly filed in the Clerks office of
this Court and after Words to Wit on the 23d Day -
of July 1828 Came the Parties and thereupon -
Came a Jury - of good and Lawfull Citizens of
the County aforesaid and after being Duly Empan
neled and Sworn Well and truely to try this Cause
the Plantiff Become Nonsuit And and By his atto
rney Moved for to Set aside the non Suit and for
a new trial Both of Which Motions were over
Ruled by the Court and a Judgement was
Rendered in favor of the Defendants against the
Plantiff for the Costs herein about this Suit -
Expended Jointed to $ & Cents -

I Silas G Strong Clerk of the Supreme Court hereby
that the foregoing is a Correct Summary of
the Proceedings in this Cause in the Supreme Court

In Testimony Whereof I have hereunto
set my hand and Seal of Office this
29th Day of July 1828

Silas G Strong Clk SC
U C Ohio

No. 28-SC-1

Union Common Pleas Court

William Long Plaintiff,

AGAINST

James Boal Defendant.

FEB TERM, 1829

FEB TERM, 1829

JUDGMENT VS DEFENDANT

$3.00

Journal 1 Page 46

Record No. 1 Page 312

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

James Boatwright
vs J. Bryant
William Long

Docket fee	$10.00
Jury fee Paid	—
Sheriff fee	6.66
Witness fee	6.50
Clerks fee	12.20
His Fees	25
	$35.61

the money
made
January 1. 1829
David Witter Sheriff

State of Ohio Union County ss To the Sheriff of said County Greeting
We command you that of the goods and chattels of Wm Long Late
of your Bailewick you cause to be made the sum of Thirty five
Dollars and thirty six cents which James Boal and Samuel
Robinson Late in our Court have Recovered against him for
their Cost Ingrended in and about a certain action of
Trespass vi et armis in which said William Long is con
victed as appears to us of Record and Have the same to gethe
r with this writ before the Honorable the Judges of our
Court of common Pleas on the 1st Day of next term at the
Court house in Marysville to Render unto the said Boal
and Robinson their cost aforesaid

Witness the Honorable Gustavus Swan
Esquire President of our said Court at
the Court house this 22d Day of March
1828

Silas G Strong Clerk

Union Court Pleas

William Long

vs

Samuel Robinson &
James Bros

Damage	$5.00
Docket fee	5.00
Jury fee	6.25
Witnesses	2.50
Shff Williams	.60
Defs Shff	3.00
Clerks fee	4.53
	$26.88

State of Ohio Union County ss

To the Sheriff of said County Greeting -

We command you that of the goods and chattels of James Bood & Samuel Robinson late of your Bailiwick you cause to be made the sum of five Dollars with Legal Interest thereof from the 21st Day of February 1828 and for want of goods and chattels you cause the same to be made of the lands tenements and real estate of the said James Bood and Samuel Robinson which William Long late in the Union Court of common Pleas recovered against them for his Damage in an action of Trespass vi et armis together with the sum of twenty one Dollars & sixty Eight Cents for his costs herein about his suit by prosecuted whereof the said James Bood & Samuel Robinson are convicted as appears to us of Record and have the same before the Judges of our said court at the court house thereof on the 1st Day of our next term to Render unto the said William Long the said $5.00 Damages & $21.68 costs aforesaid and have you then there this Writ

Witness the Honorable Jeremiah Morrow President of our said Court at the Court house the 4th Day of March 1828

Silas G Strong Clk

William Long
vs
Transcript
James Boad &
Samuel Robinson.

Filed June 24th 1828

Silas G Strong
Clerk S.C.
U.C. Ohio

Record Page 39
July 28th 1828

Endorsement } Action Brought to Recover the damages
which the Plantiff sustained by reason
of an assault and Battery and false Imprisonment
committed on the plantiff by the Defendants blue
Issue a Summons Samuel Buck atty for Pltff
16th February 1827
Shff Return } Served on Samuel Robinson and James Boat
by copy February 21st 1827 Geo. Snodgrass Dep Shff

And afterwards to wit on the 5th day of Octo-
in the year of our Lord one thousand Eight hundred
and Twenty seven came the Parties by their attorneys
And thereupon this cause was continued until next
Term And afterwards to wit on the 6th Day of Oct
ober in the year of our Lord one thousand Eight
Hundred and twenty seven came the Plantiff by S Buck
his attorney and filed herein his Declaration which
said Declaration reads in the words and figures follows
to wit State of Ohio Union County Court of common
Pleas of October term in the year of our Lord Eight
teen hundred and twenty seven
Union County ss

Samuel Robinson and James Boat were summoned
to answer to William Long of A plea of Trespass
with force and arms for an assault and Battery
and false Imprisonment and thereupon the said Wm
complains against the said Defendants for that the
said Defendants on the 11th Day of April in the year
of our Lord one thousand Eight Hundred and twen
ty six at Jerome Township in union County aforesaid
and within the Jurisdiction of this Court with force
and arms in and upon the said William Long
did make an assault and him the said ~~Wm~~
William then and there did Beat wound
and Cruelly treat and Imprison and him-

the said William so imprisoned against the
Will of the said William and without any reason
able cause for a Long time to wit for the space
of Eighteen hours then and next following did
keep and detain to the great Injury of the said
William Long & contrary to the will of the said
William whereby the said William was greatly
not only greatly hurt but was also, then and there
greatly exposed and injured in his credit and
circumstances to wit at the County aforesaid And
also for that the said Defendant on the 11th Day of
April in the year Eighteen hundred and twenty
six at Jerome Township in the County aforesaid
and within the Jurisdiction of the Court with
force and arms in and upon the said William
in the Publick Peace then and there being did
make another assault and him the said William
did then and there unlawfully strike beat bruise
and ill treat and the said William did then
and there unlawfully Imprison and then and
there kept and Detained him in Prison without
any reasonable or probable cause whatever for
a Long term of time to wit for the space of fif
teen hours then next following and also for that
the said Defendant on the same day and year
last aforesaid at the County and Township
aforesaid in and upon the said William in
the Publick Peace then and there being did with
force and arms make another assault and him
the said William did then and there unlawful
ly strike beat wound and ill treat and other
wrongs to the said William then and there did
to the great Damage of the said William
and against the Peace and Dignity of the State
of Ohio whereupon the said

869

William Saith he is worse and hath Damage to the
value of four hundred Dollars and therefore he brings
Suit &c John Doe
Richard Roe } Pledges to prosecute

J Buck atty for Pltff

And afterwards to wit now at this Day to wit —
the day and year first aforesaid the Defendant by
John H James filed herein his Plea which said Plea —
Reads in the words and figures following to wit

Union Common Pleas Feby Ter 1828

Saml Robinson &
James Boal —
& Wm Long } Plea
And the said Defendants by their
attorney John H James come and
Defends the wrongs and injury —
When &c — And Say that they are not guilty of
the said supposed trespasses above laid to their charge
or any part thereof in manner and form as —
the said William Long hath above thereof complained
against them thereof and of this the said Defendants
puts themselves upon the Country

John H James atty for Deft

And afterwards to wit on the same Day and
year last aforesaid came the Parties and thereupon
came a Jury to wit Francis Amos Levin Gibson Joseph
Davis Garrett Harris John King John Gabriel Hole
Winchester Colwell Williamson who being regular
Jurors and James Reed Elphas Burnham Joseph
Gibson & Jno Parthemore who being tales men duly
tried and sworn well and truely to try the above cause
in issue joined and a true verdict give according
to Evidence and the Jurors aforesaid upon their
oaths aforesaid Do find the Defendants Guilty
in manner and form as ~~the~~ is alledged against
them in the Plantiffs Declaration and Do assess
the Plantiff Damages to five Dollars It is there
fore considered by the Court here that
the Plantiff Recover of the Defendants

the Sum of five Dollars Damages Together with the costs herein Expended taxed to Dollars and cents

From which Judgement the Defendant Gave notice that he should appeal to the next Supreme Court to be held in and for the County of Union -

Said afterward on the 21st Day of March AD 1828 James Boal and Samuel Robenson Executed a Bond with Stephen McLain & Geo. Minturn Security in the words and figures following to wit

Know all men By these presents that we James Boal Samuel Robinson Stephen McLain & George Minturn are held and firmly Bound unto William Long in the full Sum of fifty Dollars the Payment of which well and truely to make we Bind our selves our heirs Executors & administrators Jointly and Severally firmly by these presents Sealed with our Seal and Dated the 21st day of March AD 1828

The condition of the above Bond is such that whereas the above bound James Boal and Saml. Robinson have taken an appeal to the Supreme Court next to be held in and for the County of Union from a certain Judgement Rendered against them in the Court of common Pleas of the County aforesaid at the last february Term in which Wm ~~which~~ is Plantiff and the said James Boal and Samuel Robenson are Defendants Now if the said James Boal and Samuel Robenson Does well and truely prosecute said appeal to final Judgement and in case Judgement be Rendered against them in the Supreme Court they Do well and truely pay

Union County court of Common Pleas 1828

William Long Pltff } Pleas Before his honor —
vs } Gustavus Swan Esq —
James Boad and } President and James Curry
Samuel Robinson Deft } Robert Nelson and William Gabriel his associates

Judges of the court of common Pleas at a court begun and held on the 21st Day of February in the year of our Lord one Thousand Eight Hundred and twenty eight at the court house in the Town of Marysville in and for the county of Union in the State of Ohio Be it Remembered that heretofore to wit — on the 17th Day of February in the year of our Lord one thousand Eight hundred and twenty seven Wm Long Pltff by Buck his attorney sued out of the clerks office of our said court of Common Pleas one writ of Summons against James Boad and Samuel Robenson Defendants which said writ the Endorsement thereon and Sheriff Return Reads as follows to wit

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

We command you to Summons James Boad & Samuel Robinson to 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 1st Day of our next term to answer to William Long in a Plea of Trespass vi et armis for assault and Battery and false Imprisonment Damage four Hundred Dollars and have you then there this writ

Witness Ebenezer Lane President of our said court at the court house in the Town of Marysville — this 17th Day of February AD 1827

Silas G Strong Clerk

The condemnation money to gether with all costs that may accrue in the Prosecution of this suit then and in that case this obligation is to be void and of none effect otherwise to remain in full force and virtue in law

Attest Silas G Strong Clk

James Boon Seal

Saml Robinson Seal

Stephen McLain Seal

George Monter Seal

I Silas G Strong Clerk of the Court of Common Pleas certify the foregoing to be a correct Transcript from the Records of the Proceedings and judgment in the above cause in our Court of Common Pleas of the County of Union and also a copy of the Bond taken on the appeal

In Testimony Whereof I have hereunto set my hand and Seal of office this 24 Day of June AD 1828

Silas G Strong Clerk

C.C.P.U.C Ohio

$2,00

No. 23-5c-2

Union Common Pleas Court.

Jerome Township
Plaintiff,

AGAINST

James Beal,
Defendant.

OCT TERM. 1827

JUD'C VS PLAINT'F

Journal 1 Page 37 358

Record No. 1 Page 267 265

Ex. Doc. 1 Page 19

THE J. D. SMITH CO., Springfield, Ohio.

State of Ohio
Lorain Co
of Jerome Towner
vs Precipe
James Boswell et al

Filed Dec 4th 1826

J. McDougal Sheriff

Union Court of Com. Pleas.

The State of Ohio
for the use of
Jerome Township

vs.

James Boal,
Hollis Amy,
Reubin P. Man,
Alex. Robinson,
Wm Snodgrass,
R. R. Phelps,
A. A. Williams,
R. Gabrial, otherwise
called, James Boal,
Hollis S. Amy,
Reubin P. Man,
Alexander Robinson,
Ralph R. Phelps
Amos A. Williams,
Richard Gabriel,
William Snodgrass.

Action of Debt $4000.00
Damage 100.00

Action brought on a
Bond for the payment
of $4000. given by
James Boal, as the
Treasurer of Union
County.

Clerk will issue
a Summons.

S. Buck,
pro. Plff.

14. Nov. 1826.

State of Ohio for the
Use of Geronie Tomlin
vs } Sub
James Boal

For
Thomas Parr

Andrew Nolman
Thomas and Marshall

The above Summons
By leaving
service — 60
Milag 55
1.15

Georg Swingrag
Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting: Amos Solomon & Thos Marshall
We command you to summon Thomas Pain to be and
appear before the Honorable the Supreme Judges of the
Supreme Court Next to be held in and for the ~~State~~ County
of Union at the Court house in Marysville in said
County on the 1st Day of our Next term to testify
and the truth to say in a certain Matter of con
troversy in our said Court pending and undetermined
between the State of Ohio for the use of Jerom Town
ship as Plaintiff and James Bard also Defendant
and thus he shall in no wise omit and have you
then there this writ

Witness the Honorable Calvin Pease
Chief Judge of our said Court at the
Court house this 21st Day of July 1828

Attest Silas G. Strong Clerk

State of Ohio
} Copy of Bond
vs } Bond — —

James Bond et al

Filed March 30th 1837
Silas G Strong

Copy of
Bond of
Treasurer.

Know all men by these presents that we James Boal Hollis S Amy Alexander Robinson Ralph R Phelps James A Williams Reuben P Mann William Snodgrass and Richard Gabriel are held and firmly bound unto the State of Ohio in the Penal Sum of four Thousand dollars for the payment of which we bind ourselves our heirs executors and assigns signed and sealed with our hands and seals this 5th day of June 1826

The Condition of the above obligation is such that whereas the above bound James Boal has this day been appointed Treasurer of the County of Union now if the said James Boal shall well and truly perform all and singul the duties by law assigned him as Treasurer of said County pay over all moneys that may come into his hands as Treasurer when legally demanded then this obligation to be null and void otherwise to remain in full force and vertue in law

James Boal (Seal)

Hollis S Amy (Seal)

Reuben P Mann (Seal)

Alex. Robinson (Seal)

Wm. Snodgrass (Seal)

R R Phelps (Seal)

A A Williams (Seal)

R Gabriel (Seal)

I hereby certify the above to be a correct copy of James Boal's Treasurer Bond on File in my Office

Marysville Nov. 18th 1826

Leg. Phelps Auditor of Union County

Union . Com. Pleas.

Boal & al
ats
State of Ohio
for Jerom. Township

Plea

Chaplin
atty

Filed Oct 8th 1827
Silas Gibbons
Clk

Copy #025

Union Com. Pleas. Oct. S. 1837.

James Boal et. al
vs
State of Ohio for
use of Jesse Township.

Debt 4000$

And the said defendants by their attorney Jos. E. Chaplin come and defend the wrong when &c. and for plea say that said writing in the plf's declaration named is not their deed. and of this they put themselves upon the country

Notice.

The plf's attorney will take notice the defendants will offer in evidence that the Ld James Boal had obtained a judgment against said Township, before James Ewing a Justice of the Peace in and for said county on which ~~on~~ judgment execution issued by virtue of which a levy was made on the amount of money in Ld Treasurer's hands, due and owing to said Township, and ~~taken~~ said money taken out of the hands of said Treasurer, and sold by the constable, making levy. said money being in Bank paper

He ~~said~~ James Boal being sworn says that in the above case, he has a good defence on the merits.--

James Boal

Sworn to in open
Court. S G Strong Clk

Union Com. Pleas

Ohio for Jerome

vs.

Boal et al.

Filed Jany 1st 1826

Silas G Strong

State of Ohio, Union County, ss.

State of Ohio, for Jerome Township
vs.
James Boal et al.

Clerk will issue subps. & subps. duces tecum as follows, to wit, subps. for Matthias Collins & James Buck; and a subp. duces tecum for Cyprian Lee Esq. treasurer of said County to bring with him the Books of the County treasury, or so much as will shew $45 once in the hands of James Boal as treasurer in favor of Jerome Township: and also a Subpoena for James Ewing late Justice of the peace of said Township, to bring with him his Docket of late Justice of the peace. All this for plaintiff in this suit.

S. Buck
Atty. for Plff.
Dec. 27. 1827.

S. G. Strong Esq. Clk.

of the Defendants the sum of four Thousand Dollars - the sum in the Declaration mentioned and that Execution issue in favor of Jerome Townsend for the sum of fifty one Dollars and thirty two and a half cents together with the Costs herein about this suit expended -

I Silas G Strong Clerk of the Court of ~~Common Pleas of~~ the Supreme Court of the State of Ohio for the County of Union certify the - foregoing a correct Summary of the Proceedings in the above cause

In Testimony Whereof I have hereunto set my hand and Seal this 2nd Day of July 1828

Silas G Strong Clerk S C U C
Ohio

Filed for Record
by Summary Process
Hum Beardslee

Silas Aug 2nd 1828
Silas G Strong
Clerk

State of Ohio Union County ss

Supreme Court July Term 1828

State of Ohio for the Use of Jerome Township vs James Boal et al

Pleas Before the Honorable Calvin Pease and Charles R Sherman Judges of the Supreme Court of the State of Ohio at a Court ~~of common~~ Began and held at the Court house in and for the County of Union on the 28th Day of July 1828

Be it Remembered that heretofore on the 20th Day of June in the year Last aforesaid the Defendant filed in the Clerks office of this Court a Transcript of the Process Proceedings & Judgment from the Record of the Court of Common Pleas - From which Transcript it appears that at the February Term 1828 Came the Parties and thereupon Came a Jury and after being Duly Sworn the Jury aforesaid upon their oaths aforesaid found for the State of Ohio Whereupon Judgment was Rendered against the said James Boal et al for the Sum of Four thousand Dollars and an Execution ordered by the Court for the Sum of forty nine Dollars and Twenty ~~Cents~~ Together with Costs in favor of Union Township From which Judgment the Defendants appealed to this Court ~~on~~ And Now at this Day to wit the Day and year first aforesaid Came the Parties and the Defendants Say he Came in no wise gainsay the Plaintiffs action It is therefore considered by the Court that the State

State for Jerome
vs Mandate
James Boardale

Filed Augt 5th 1828

Silas G. Strong
Clerk

State of Ohio
Union County ss To the Judges of the Court of Common Pleas of said County Greeting —

Know ye that at a Supreme Court Begun and held at the Court house in Marysville for the County of Union on the 23rd Day of July A D 1828 In a certain action In Debt Between the State of Ohio for the use of Jerome Township Plaintiff and James Boal Hollis S Amy Reuben P. Man Amos A Williams William Snodgrass Richard Gabriel Alexander Robinson and Ralph R Phelps Deft Brought Hither from your said Court By appeal a Trial Has been Had between the parties and Judgement is Rendered in our said Court in favor of the said State of Ohio for the Sum of Four Thousand Dollars Together With their Costs as Well in your said Court as herein about his Suit in this behalf expended —

Wherefore We Command that Immediately on the Receipt of this you Do without Delay grant the said State of Ohio for the use of Jerome Township Execution against the said Defendants for the Sum of Fifty one Dollars and thirty two cents & a half - Together with the Costs Agreeably to the Statute of the State of Ohio in such case made and provided

Witness the Honorable Calvin Pease Chief Judge of our Supreme Court at the Court house in Marysville this 4th Day of Augst 1828

Silas G Strong —

Annex Com Plea

State of Ohio for the use
of Jeiomud Township
vs Appeal Bond
James Boal et al

Filed March 21st 1828

Silas G Strong
Clerk

Know all men by these presents that We James Boal and Samuel Robinson are held and firmly Bound unto the State of Ohio for the use of Jerome Township in the full sum of One hundred and Twenty five Dollars Lawfull money of the ~~United~~ United States To the payment of which well and truly to be made We Bind our selves our heirs ~~and~~ Executors and administrators Jointly and Severally firmly by these presents Sealed with our Seals and Dated this 21st Day of March 1828

The Condition of the above Bond is such that whereas James Boal Has Taken an appeal to the Supreme Court Nisi to be held in and for the County of Union from a Judgement Rendered against him at a Court of Common Pleas of said County of Union in favour of the State of Ohio for the use of Jerome Township on the 20th Day of February 1828 Now if the said James Boal shall well and truly prosecute said appeal unto final Judgement in the Supreme Court ~~and~~ abide the Condemnation of the Court and pay all and singular the amt of said Judgement and Costs In case Judgement Should be Rendered against him then this obligation Shall be void Else To Remain in full force and vertue in Law

James Boal (Seal)

Samuel Robinson (Seal)

(Seal)

State of Ohio
vs } Oyer of Bond
James Boal

Know all men by these presents that we James Boal Hollis S Amy Alexander Robinson Ralph R. Phelps Amos A Williams William Snodgrass and Richard Gabriel are held and firmly bound unto the State of Ohio in the penal sum of four Thousand Dollars for the payment of which we bind ourselves our heirs executors and assigns signed and sealed with our hands and seals this 5th day of January 1846

The conditions of the above obligation is such that whereas the above bound James Boal has this Day been appointed Treasurer of the County of Union now if the said James Boal shall well and truly perform all and singular the Duties by Law assigned him as treasurer of said County pay over all Moneys that may come unto his hands as treasurer when Legally Demanded then this obligation to be null and void otherwise to remain in full force and virtue in Law

James Boal seal
Hollis S Amy seal
Reuben P Man seal
Alex. Robinson seal
Wm Snodgrass seal
R. R. Phelps seal
A A Williams seal
R. Gabriel seal

I hereby certify the above to be a correct copy of James Boal, treasurers Bond on file in my office Marysville Nov 18th 1846
Levi Phelps Auditor of Union County

State of Ohio for
the Use of Jno Ewing
by E Lapp
James Boal alias
L. O. Phelps &
James Boal

L. Phelps and
James Buck Summons
By Reading

Milage $0.5
Service 0.20
25

George Snodgrass Deps
Shff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting
We Command you to summons Levi Phelps
Forthwith to bring with him the bond of
James Boal a Treasurer of the County of Union
and also the official Books of the Auditors
of the County of Union of Division for Pl[illegible]
also James Beech to appear and testify
and say the truth in a certain Matter
of Controversy Between the State of Ohio
for the use of Jerom Townsher against
David Boyer and this they shall in no
wise omit and Have you then there
this writ Witness the Hon: Elias
Lam president of our Court
Court at the Court House
at Marysville this 5th Oct 1827
Silas G Strong

Pltf's office
Union County

the State of Ohio vs James Boal for
the use of Jerome Gournetsse
Received of James Boal fifty cents in full of fees
my costs in the above case
February 3d 1829 Thomas Pan

Edgr Veal

Bought of Gwynne & Baldwin

To 4 lb Coffee		80
1 lb Tea	1	25
Cinnamon & Cloves		56½

6 2

Com Pl Pleas
State of Ohio Jac
Jacom Township
vs Z. Sutt
James Boal et al
For
Matthias Collins
& James Bun

Served on James Bun
by Reading
Service — 10
Milage 45
55

Served on M. Collins
By Reading
service 10
65

George Snodgrass
Dep Shff

State of Ohio
Union County ss To The Sheriff of said County Greeting
We command you to sum Mons Matthias Collins
and James Buck to appear before the Honorable the
Judges of our Court of Common Pleas at the Court House
in Marysville in Union County On the first Day of
our next term to testify and the truth to say in a
certain Matter of controversy in said Court pending
and undetermined between The State of Ohio for
Jerom Township Plaintiffs vs James Boal et al
Defendants and the they shall in no wise omit
under the penalty of One Thousand Dollars and
Have you then there this writ
Witness the Honorable Seneca
Lord Esq President of our said
Court house in Marysville this 1st Day
of January 1828
Silas G Strong Clk

~~Sat~~ Action Brot on a Bond for the Payment of $4000.00 Given by James Boone as the Grantee of Union County blank will issue a Summons

J Baker Jr PQ

14th Nov 1826

January 19th 1827 Served the within By Reading in hearing of the within named Defendants

Service $1,05 David Yingery Coroner U.C.
Milage — 00-35

Clerk of Court
Of the Union
James Dorsey
&c
Claus Boone et al
Suit Ff L.&c.
Summons 1826
J. Parker Atty

State of Ohio Union County ss

To the Coroner of the County of Union Greeting

We command you to Summon James Beal Holis S Amy Reuben P Man Alexander Robinson Williams Snodgrass R R Phelps A A Williams R Gabriel Otherwise called James Beal Holis S Amy Ruben P Man Alexander Robinson Ralph R Phelps Amos A Williams Richard Gabriel & William Snodgrass to appear before the Judges of the Court of Common Pleas at the town of Marysville in said County at the Court house on the first Day of our Next term to answer unto the State of Ohio for the use of Jerome Township in a Plea of Debt $40.00 Damages $100.00 Damages and have you then there this writ Witness Ebenezer Bond President of our said Court at the Court house this 4th day of Dec AD 1826

Silas G Strong Clk

Union C on Pleas

The State of Ohio for
the use of Jerome Tow-
ship Pltff
by his Atty
James Bowen alias
For
Cyprian Lee

Served on Cy Lee
by Reading
Service — 10
George Snodgrass
Dep. Shff

State of Ohio
Union County ss To the Sheriff of the County aforesaid Greeting
We command you to summon Cyprian Lee Esq
Treasurer of the County of Union to be and appear and
bring with him the books of the County treasury or
so much thereof as will shew $45.00 due in-
the Hands of James Boal as treasurer of the County
in favor of Paris Township before the Honorable
the Judges of the Court of Common Pleas to be holden
at the Court house in the Town of Marysville in-
said County on the first Day of our next term to tes
tify and the truth to say of and concerning the
Same in a certain Matter of controversy in said
Court Pending and undetermined between the State of
Ohio for Paris Township Plaintiff & James Boal
Defendant and this he shall in no wise omit in
den the Penalty of $1000.00 and have you then there
to wit

Witness Pleasant Lane Esq President
of our said Court at the Court house
this 1st day of Jany 1828

Silas G Strong -

State of Ohio Jackson Co
vs } Sub
James Boat et al

James Buck &
Matthias Collins

Service on the above
By Reading

Service — 20
Milage — 40
60

George Snowgrass
Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Matthias Collins and James Burts to be and appear before the Honorable the Judges of the Supreme Court at the Court house in the Town of Marysville on the first Day of the next term of our said Court to be holden in and for the County of Union to testify and the truth to say in a certain Matter of controversy in our said Court pending and undetermined wherein the State of Ohio for the use of Jerome Township is Plaintiff & James Boal et al is Defendant and this they shall in no wise omit and have you then there this writ

Witness the Honorable Calvin Pease Chief Judge of our said Court at the Court house aforesaid the 23d Day of June 1828

Silas G. Strong Clerk

State of Ohio for Scioto
vs } Sebr
James Boals et al

James Ewing
Stephen McLain

Service on the above
By Reading

Service — 20
Milage — 50
70

George Snowgrass
Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting -

We command you to summons Stephen McLain Treasurer of the County of Union that he bring with him the treasures Books or so much thereof as will shew $45.00 due in the Hands of James Boal as treasurer in favour of Jerome Township and also that you summon James Dixing Dale Justice of the Peace of said Jerome Township to bring with his Docket of Justice of the Peace and that they each appear & be before the Honorable the Judges of our Supreme Court at the Court house in Marysville on the 1st Day of our next term to Testify and the truth to say in a certain Matter of controversy pending and undetermined in our said Court Then in the State of Ohio ~~plaintiff~~ for the Use of Jerome Township is Plaintiff and James Boal et al is Defendants and then they shall in no wise Default and have you then there this writ

Witness Calvin Pease Chief Judge of our Court at the Court house in Marysville this 23d Day of Jan 1828

Silas G Stagg Clerk

State of Ohio for Scioto
vs Sub
James Boal et al

Levi Phelps –
Served on L. Phelps
By Reading
Service 10
George Snowgrass
Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting.

We command you to summon Levi Phelps auditor of the County to be and appear before the honorable the Judges of our Supreme Court at the Court house in Marysville on the first Day of the next term of said Court and that he Bring with him James Body Late treasurer Bond and also the official Books of your office to be seen in Evidence in a certain Matter of controversy pending and undetermined in our said Court Between the State of Ohio for the use of Jerome Township Plantiff and James Bad ll a Defendant and this you shall in no wise omit under the Penalty of one thousand Dollars and have you then there this writ Witness the Honorable Calvin Pease Chief Judge of our Supreme Court at the Court house in Marysville this 28th Day of June 1828

Silas G. Strong Clerk

35
4
140

3.75
3.25
2.00
2.00
2.40
1.50
.50
1.12½
.62½
16.94

State of Ohio for Jackson
vs } Det
James Barth al as

James Ewing
George Reca
Samuel Robinson
Levi Phelps

Seweed [redacted] By
Con James Ewing
George Reca & Levi Phelps
By Reading and
Samuel Robinson By Copy

Service — .50
Milage — .50
1.00

George Snodgrass
Deft Shff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting —
We command you to Summons James Ewing George
Rees Samuel Robinson and Levi Phelps and alton with
Books to be and appear before the Judges of our Supre
Court At the Court house in the Town of Marysville
in Said County on the 1st Day of our Next term to testify
and the truth to Say in a Certain Matter of controversy
in our Said Court pending and undeler mined Wher
in the State of Ohio for the use of Jerome Township
is plantiff and James Boyd et al is Defendants —
and this they Shall in No Wise Omit under the Pen
alty of One thousand Dollars and have you then the
this Writ —

Witness the Honorable Calvan Pease
Chief Judge of our Said Court at
the Court house in Marysville this
23d Day of July 1828

Silas G Strong Clk

State of Ohio for the use of Jerome Johnsky Pltff
vs
James Boal & others Deft

For
James Ewing
David Mitchell &
Levi Phelps

The above Summons
By Reading

milage — $0.05
Sevice — 0.30
35

Geo Sroagraf Dep Shff

State of Ohio Pltff
vs
~~James Boal & others Pltff~~

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons James Ewing David Mitchell & Levi Phelps

To appear Before the Judges of our Court of Common Pleas at the Court house in the town of Marysville forthwith to testify and the truth to say in a certain Matter of Controversy Pending in said Court and undetermined Between the State of Ohio Plff. for the use of Jerome Township and James Boal Hallis Stamey Kraft K Phelps Ketchum Gabriell Pilliam Snodgrass Rubin O Moore and Alexander Robinson Defendants and this they shall in no wise omit and Have you then there this writ

Witness the Honorable Eleazer Lean President of our said Court at the Court house in Marysville this 5th Day of Oct 1824

Silas G Strong
Clk

State of Ohio for Scrom
vs
all Pates
James Boal et al

State of Ohio Union County ss

I Silas G Strong Clerk of the Court of Common Pleas of the County aforesaid Certify the foregoing a true copy of the Record of the proceeding & Judgement in the foregoing Cause in the Court of Common Pleas of said County

In Testimony Whereof I have hereunto set my hand and official Seal this 18th Day of June 1828

Silas G Strong Clerk
C C P U C
Ohio

State of Ohio Union County
Received for Transcript
by S Franciscus
Jacob Isaac et al
vs
Silas Strong Clerk
Silas G Strong Clk
C C P U C
Ohio

Union Common Pleas 1828

State of Ohio for the use of Jerome Township
vs
James Boal
Hollis S Amy
Reuben P Man
Alex Robinson
William Snodgrass
R R Phelps
Amos A Williams

Pleas before his Honor Gustavus Swan Esq President, and James Curry Robert Nelson & William Gabriel his associates Judges of the Court of common Pleas at a court of common Pleas at the Court house in the Town of Marysville in and for the County of Union and State of Ohio, on the 20th Day of February in the year of our Lord One thousand Eight hundred and twenty Eight

Be it Remembered that heretofore to wit on the 4th Day of December in the year of our Lord one thousand Eight Hundred and twenty seven the Plantiff by Sam Buck their attorney sued out of the Clerks office of our said County one writ of Summons against the above named Defendants which said Writ the Endorsement thereupon and Sheriffs Return Reads in the words and figures following

State of Ohio Union County ss

To the Coroner of the County of Union Greeting

We command you to Summons James Boals Hollis S. Amy Reuben P Man Alexander Robinson William Snodgrass R. R. Phelps A. A. Williams R Gabriel otherwise called James Boals Hollis S Amy Reuben P Man Alexander Robinson Rolph R Phelps Amos A Williams Richard Gabriel and William Snodgrass to appear before the Judges of the Court of common Pleas at the Court House in the Town of Marysville in said County on the first Day of our next term to answer

unto the State of Ohio for the use of Jerome Township in a Plea of Debt $4000.00 Damages One Hundred Dollars and have you then there this writ —
Witness Ebenezer Lane President of our said Court at the Court House in the town of Marysville this 4th Day of December A D 1826

Silas G Strong Clerk

Endorsed Action brought on a bond for the payment of $4000.00 Given by James Boal as the Treasurer of Union County Clerks Issue Summons

Saml Buck atty for Pltff
14th Nov 1826

Return January 19th 1827 Served the within by Reading to the within named Defendants

David Kingery Coroner U C

And afterwards to wit on the 8th Day of February in the year of our Lord One Thousand Eight Hundred and Twenty seven Came the Parties and thereupon the Cause was Continued until next term

And afterwards to wit on the 30th Day of March in the year of our Lord Last aforesaid Came the Plantiff by Samuel Buck his attorney and filed herein his Declaration Which said Declaration Reads in the words and figures following to wit

The State of Ohio — Union County Court of Common Pleas
of February Term Eighteen hundred and twenty seven
Union County ss

James Boal Holly S Amy Reuben P Man Alex Robinson William Snodgrass Ralph R Phelps Amos A Williams and Richard Gabriel were summoned to answer to the State of Ohio (Who according to the Nature in Such Case Made and provided sues for the use of Jerome Township — of a Plea that the Defendant Render unto —

to forty nine Dollars and twenty cents It is ~~therefore~~
therefore considered by the Court here that the State of Ohio
Recover of the Defendant the Finally of the bond
in the Declaration mentioned amounting to four
thousand Dollars and that Execution for the
sum of forty nine Dollars and twenty cents is spe-
for the use of said Township the sum so assessed
by the Jury together with the costs herein expen-
ded to ~~$~~ Dollars an — bts —
and thereupon the Defendant gave notice of
his intention to appeal to the Supreme court —
next to be holden in said County ——
And afterwards to wit on the 21st Day of March 1828
James Boad Executed his appeal Bond with Samuel —
Robinson his security in the words and figures follow-
ing to wit Know all men by these presents that we —
James Boad and Samuel Robinson are held and firm-
ly bound unto the State of Ohio for the use of Jerom
Township in the full sum of One hundred and twenty
five Dollars Lawfull Money of the United States —
to the payment of which well and truely to be made
we bind our selves our heirs Executors and admin-
istrators jointly and severally firmly by these presents
sealed with our seals and Dated this 21st Day of March
1828 The Condition of the above bond is such that
whereas the above bound James Boad has taken an
appeal to the Supreme Court next to be held in
and for the County of Union from a Judgment
Rendered against him at a in the Court of com-
mon Pleas of said County of Union in favor of the
State of Ohio for the use of Jerome Township on the 20th
Day of February 1828 Now if the said James Boad shall
well and truely prosecute said appeal into final judg-
ment in the Supreme Court upon the ~~judgment~~ condemnation of
the Court and pay all and singular the amts of said
Judgment and costs in case judgment should
be Rendered against him then this obligation shall be void
else in full force and virtue in Law James Boad (Seal)
Saml Robinson (Seal)

the Plantiff four thousand Dollars ~~from the~~
which to her they owe and from her unjustly
Detain and thereupon the Plantiff complains for that
whereas the Defendant heretofore to wit on the fifth
Day of June in the year of our Lord Eighteen Hundred
and Twenty Six, at the County of Union aforesaid
Made their certain obligation in writing sealed with
their seals and there and then Delivered the same
to the then Auditor of the County Levi Phelps which
said obligation the Plantiff here in Court brings and
produces Dated the Day and year aforesaid by
which said obligation the Defendants acknowledge
themselves held and firmly bound unto the State
of Ohio in the just and full sum of four thousand
Dollars to be paid unto the State of Ohio when they
should be thereunto afterwards Requested; which
said obligation is subject to a certain condition
thereunder written reciting stating and Declaring
that the above bounden James Boal had been appointed
Treasurer of the County of Union and that if the
said Boal aforesaid James Boal should well
and truely perform all and singular the Duties
by Law ~~Assigned~~ on him as treasurer of said
County and Pay over all moneys that might
come into his hands as treasurer when lawfully De-
manded then and in that case this the above
obligation to be void else to remain in full
force and virtue in Law as by said condition
to the Court here now shewn fully and at Large
appears; Now the Plantiff in fact saith that although
the said James Boal after the Execution of said
obligation Did enter upon the duties of Treasurer
as aforesaid yet he did not Discharge all & singular

the Duties by Law assigned him as treasurer aforesaid
and did not well and truly pay over all moneys
all and singular the Duties assigned him and did
Not pay over all monies that came to his hands
as treasurer when Lawfully Demanded so to do —
But failed so to do in this behalf; That the said
James Boal did neglect and refuse as Treasurer afore
said to pay over to the treasurer of said ~~Township~~
Jerome Township Forty five Dollars in Money by
said James Boal as Treasurer aforesaid of said —
County Which said forty five Dollars in Money
the Plaintiff in fact saith come to the hands
and possession of the said James Boal and was
by him Received as treasurer of said County on
the 6th Day of June in the year Eighteen hundred
and twenty six — At the County aforesaid —
he the said James Boal then and there being treas
urer of said County of Union to wit at the County
of Union aforesaid — And the said Plaintiff in
fact saith that James Buck Treasurer of said —
Township of Jerome by virtue of his office of Trea
urer of said Township did on the first Day of July
in the year Eighteen hundred and twenty six
at said County of Union Demand said forty five
Dollars of said James Boal Treasurer of said Coun
ty he the said James Boal then and there being trea
urer of said County to wit on the Day and year
last aforesaid and the said Treasurer and the
said Township made said Demand of afforesaid
often afterwards at the County aforesaid — But on
the Contrary he the said James Boal Treasurer
of said County as aforesaid well knowing said —
forty five Dollars was then and there due

and owing by him as treasurer aforesaid of said County of Union to said Township of Jerome He neglected and refused to pay the same or any part thereof by Reason of which said false and fraudulent Doings of the said James Boal Treasurer and as Treasurer of said County in the Premises and his neglect and refusal aforesaid the said Township of Jerome has been totally Deprived of getting her money aforesaid at the County aforesaid by means thereof an action hath accrued to the Plantiff to have and recover of the Defendant the said Sum of four thousand Dollars the Debt above mentioned yet the said Defendants have not although often Requested have not nor have either of them said said Money Last Mentioned or any part thereof but to pay the same, they & each of them have and hath altogether Refused and still do Refuse to the Damage of said Plantiff one hundred Dollars and therefore he brings suit &c

S. Buck for Plff

And afterwards to wit on the fifth Day of october in the year of our Lord one thousand eight hundred and twenty seven came the Parties and the Defendant filed herein his Plea which said Plea reads in the words and figures following to wit

James Boal on
vs
State of Ohio for
the use of Jerome Township

Union Common Pleas Oct. Term 1827

Debt $4000.00

And the said Defendants by their attorney —

Jno E Chaplin comes and defends the wrong &c -
and for Plea say that said writing in the Plaintiff -
Declaration named is not the Deed and of this they
put themselves upon the Country

Notice

The Plaintiff attorney will take notice the Defendants
will offer in Evidence that said James Boal had
obtained a Judgement against said Township
before James Ewing a Justice of the Peace in and -
for said County on which Judgement Execution
issued by virtue of which a Levy was made
on the amount of Money in said Treasurers hands
Due and owing to said Township said Money -
taken out of the hands of said Treasurer and sold
by the Constable making said Levy said Money
being in Bank Paper

And the said James Boal says
that he has a good Defence on the Merits -
Sworn in open Court
Test Silas G Strong Clk James Boal -

And thereupon this Cause was continued until
Sept term And afterwards to wit Now at
this Day to wit the Day and year first aforesaid -
came the Parties by their and thereupon came a Jury
to wit Freeman K Amrine Levin Gibson Joseph Davis
Garrett Harris John King John Gabriel Hall
Cornelius Colwell Williamson being regular
Jurors and the following Talesmen to wit James
Reed Elphaz Burnham Joseph Gibson and -
John Porthimon Who being Elected tried and
sworn well and truly to try the above Cause
in issue Joined and a true verdict to give ac
cording to Evidence, And the Jury aforesaid upon
their oath, aforesaid Do say that the writing
in the Declaration mention is the Deed
of the Defendant and Do assess the Pltff Dam

Min Com Pleas

State for Jerom
vs
Jam Boardman

Debt - $49.20
Int from Feby 20
Docket fee 5.00
Jury fee 6.25
Witnesses 6.00
Crier - 1.40
Sheriff - 3.29
Clerks - 6.17½
$77.31½

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the Goods and Chat-
tels of James Boal Hollis S. Amy Alexand-
er Robenson Amos A Williams Reuben P Main
William Snodgrass & Richard Gabriel Late
of your Bailiwick you cause to be made the
sum of Forty nine Dollars and twenty cents with
Legal Interest thereon from the 20th Day of June
any unpaid Paid and for want of Goods and
Chattels you cause the same to be Moneys of the
Lands tenaments & Real Estate of the said James
Boal et al. Defendants Which sum the State of Ohio
Late in the Union Court of common Pleas has
Recovered against them for the use of Jerome Town
ship in said County of Union Together with the sum
of Twenty Eight Dollars and Eleven cents the cost
Expended in and about the Suit Whereof the said
James Boal et al is convicted as appears to us of
Record and have the same before the Judges
of said Court at the Court house thereof in the
Town of Marysville on the 1st Day of our next Term
to render unto the said State for the use of said Town-
ship the said $49.20. Debt and $28.10. Cost
as aforesaid and have then there this writ
Witness Christian Swan President of
said Court at the Court house this 5th
Day of March 1848 Silas G Strong Clk

Dec 73 dollars
Decm 4th 1828

money made in full David Hitter Sheriff
January

51 22
51
25
1.27

State of Ohio fo—
Jerome Lounsbury
vs
James Boardman
Debt — $ 51.32½
Inc from July 20
Docket fees 10.00
Sheriff fees 7.10
Coroners fees 1.40
Witness fees 12.00
Clerks fees 16.33
$98.15¾
His Procedendo
Recd & file 35
$98.50½
Poundage — 1.97½
Trailing fee — 0.35
Interest — 1.45
10 2. 42 4/4
73
29. 42 4/4
Due — — — 35
29 07 4/4

Exec $98. 70½
Poundage — 1. 97
Trailing fee 0 30
Returning the writ 35
101. 32 4/4

State of Ohio
Union County ss. To the Sheriff of the County of Union Greeting
We command you that of the goods and chattels of James Boal Late of your Bailiewick you cause to be made the sum of Fifty One Dollars thirty two and a half cents with Legal Interest computed at six percent per annum from the 20th Day of July 1828 untill paid and for want of goods and chattels you cause the same to be made of the Lands and tenements and Real Estate of the said James Boal which the State of Ohio for the use of Jerome Township has Lately Recovered against the said Boal for his Debt Also Forty six Dollars and Eighty three cents Costs herein about his suit in this behalf Expended whereof the said James Boal is convicted as appears to us of Record and have the Money Together with this writ before the Honorable the Judges of our said Court at the Court house in Marysville on the first Day of our next term to Render to the State of Ohio for the use of said Township the said Debt and costs aforesaid and have you then there this writ

Witness the Honorable Gustavus Swan President of our said Court at the Court house this 21st Day of Nov 1828

Silas G Strong Clerk

Jerome Township
vs Fi Fa
James Boal

Clerks fees	$4.37½
Sheriffs fees	.78
Attorneys fees	1.50
Justices Costs	6.85
This Execution	25
	$13.75½

Recd on this Exc.
$5.25 cts

transferring fee	35
Percentage	2 4½
~~making the~~	14.72 4/4
	5 25
Due --	9.47 4/4
	35
	9.12 4/4
	6 85
	2.27 4/4

money rec'd in full
David Miller sheriff
Dec 8th 1828

State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you that of the goods &
chattels of James Boal Late of your Bailiwick you -
cause to be made the sum of Thirteen Dollars fifty cents
and five Mills which Jerome Township Late in our -
Court of common Pleas has Recovered against him for
her costs in and about a certain Matter of controversy there
and there Determined in which the said James Boal
is convict by Nonsuit as appears to us of Record & -
have the Money before the Honorable the Judges of our
Court of common Pleas at the Court house in Marysville
on the 1st Day of our Next term to Render unto Jerome
Township her $13.50.5 costs aforesaid with all costs that
May accrue and have then there this writ

Witness Gustavus Swan Esquire President
of our said Court at the Court house this
2nd Day of ~~December~~ 1829

Silas G Strong Clerk

Civil Suit

No. 28-SC-2

Union Common Pleas Court.

State of Ohio
Plaintiff,

AGAINST

James Boulek et al
Defendant.

Feby 1828

JUDGMENT VS DEFENDANT

Journal 1 Page 45

Record No. 1 Page 307

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Ohio for Greene
vs. Pl. for
Deltp. for Pg.
Boal. et al.

Union Com. Pleas.

State of Ohio, for the use of
Genoa Township

vs.

James Boal and others

Clerk will issue a Subpoena duces tecum for Phillip R. Phelps, forthwith, to bring with him the Bond of James Boal ~~now in his~~ as Treasurer of Union County & also the official Books of said Phelps as auditor of said County as evidence for Plaintiff. Also issue a Subp. for James Buck for Plaintiff forthwith.

S. Buck, Atty.
for Plff.

5th. Oct. 1827.

No. 28-SC-3

Union Common Pleas Court.

Benjamin Harrison Plaintiff,

AGAINST

James Beal, Defendant.

OCT TERM. 1827

JUD'C VS PLAINT'F

Journal 1 Page 35

Record No. 1 Page 265

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

December the 25d 1822

Received of William Long one dollar and fifty Cents for Coast as witness on a suit between James Boss and William Long in the Court of Common Pleas Union County

Benjamin Harrison

I Silas G Strong Clerk of the Supreme Court
certify the foregoing to be a correct Summary
of the Proceeding & Judgement in this cause

In Testimony Whereof I have
hereunto set my hand and affixed
seal this 2nd Day of August 1828

Silas G Strong Clerk
S G Clerk

28-SC-3

Benj Hoarrecter
v
Summary from
Jonas Brown et al

Filed Aug 2d 1828
Silas G Strong
Clerk

State of Ohio Union County ss
Benjamin Harrison
vs
James Boad and
Samuel Robinson

Supreme Court July Term
1828 Union County
Plea Before the Hon
orable Calvan Pease
and Charles R Sherman
Judges of the Supreme Court of the State of Ohio
at a Court Began and held at the Court house
in the Town of Marysville in and for the County
of Union on the 28 Day of July in the year of
Our Lord One thousand Eight Hundred and
twenty Eight — Be it Remembered that on
the 24th Day of June 1828 the Defendants here
in by John W James filed in the Clerks of
fice of the Court a Transcript of the Proceed
ings and Judgement in the above
Cause from the Records of the Court of Com
mon Pleas of said County From Which
Transcript it appears that at a Court of
Common Pleas — Held at the February ter
in the Year 1828 the Cause was by the Par
ties Submitted to the Court and A Judgment
then in Rendered against the Defendants —
for the Sum of five Dollars together with
the Costs of Suit from Which Judgement
the said Defendants appealed to this Court
and afterward to Wit on the day and year
aforesaid came the Parties and by Con
sent this Cause was Submitted to this Court
and it was thereupon considered by the
Court that the Plaintiff Become Non suit
and that the Defendants Return without
Day and Recover of the Plaintiff his Costs
herein Expended in and about this
Suit in this behalf —

1	35
12	26
3	36
2	39
$29	24

Benj Hamm

vs

James Boyd &

Samuel Robinson

Subs

James Ewing

Served on the within

by Reading

Service — 16

George Snodgrass

Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting:

We command you to summon James Ewing to appear forthwith before the Judges of our Court of Common Pleas at the Court House in Marysville to testify and the truth to say in a certain matter of controversy pending and undetermined between Jonas Black Pltff and James Boal & James Robinson Deft and this shall in no wise omit and have you then the this Writ

Witness Gustavus Swan Pres of our Court of Common Pleas this 21st Day of July A.D. 1825

Silas G. Strong
Clerk

Wm Cox Pltff

Benj Harrison

1,3 Subpn

James Boot Dfdt

For

Wm Long

David Mitchell

Henry Sagar

Frederick Sagar

James Buck

Summoned Frederick Sagar by Copy Feby 4th 1838

Service — 22c Milage — $0 50

22c

Served on David Mitchel $0.72c

& by Copy on Wm Long &

Henry Sagar By Reading

Service 4c

$1.14c

George Snoagrass

Dep Shff

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

We command you to summons Wm Long David Mitchell Francis Sagar & Henry Sagar & James Buck to be & appear before the Judges of our Court of Common Pleas at the Court house in the town of Marysville in said County on the 1st Day of our next term to testify and the truth to say in a certain Matter of controversy in said Court pending and undetermined between Benj Harrison Plaintiff and James Bood & Samuel Robinson Deft and this they shall in no wise omit under the Penalty of One hundred Dollars and have you then there this writ

Witness Ebenezer Lane Esq President of our said Court at the Court House this 1st Day of January 1828

Silas G Strong Clerk

Rec'd of Benjamin Harrison all my fees in the case where Benjamin Harrison was plantiff and James Beal was defendant in the common pleas and supreme court of union County

March 25th 1830 James Buck

the Sources
#6. 83

James Boot
vs
Jerome Township

I certify that the costs in this
suite were all paid by Plaintiff

James Boring
Former Justice of Peace

December the 25th - 1828 Received of

William Long one Doller my Cost for 2 Days
at Court in union County as witnes between
William Long and James Boal

David Mitchell Jr

December the 25 1828 Received of William
Long one Dollar and fifty cents my cost for
three day attendance at the court of common
pleas in a sute Between William Long
James Boals in union County Ohio

Frederick Sager

Received of ~~William~~ Benjamin Harrison
one Dollar and a half in full all my fees as
witness in the sute Benjamin Harrison
plantiff and James Boal defendant
union County March 24 1830

William Long

Recd of D Miller Sheff Wb $10.00 Docket fee and
100 cents Witness fees of J Polly in the Case of Boal ad
vs William Long Marysville Feby 4th 1829

James Boal

Union Com Plea

Benj Hanson

by Appeal Bond

Samuel Robinson et al

Filed March 21st 1828

Silas G Strong

Clerk C P

Know all men by these presents that We Samuel Robinson ~~and~~ James Boal Stephen McLain and George Minton are held and firmly bound unto Benjamin Harrison in the full sum of fifty Dollars Current Money of the United States to the payment of which well and truly to be made We Bind our selves our heirs Executors and administrators Jointly and Severally firmly by these presents Sealed with our seals and Dated this 21st Day of March 1828

The Condition of the above bond is such that Whereas the above bound Samuel Robinson and James Boal have Taken an appeal to the next Supreme Court to be held in and for the County of Union from a Judgment Rendered in the Court of Common Pleas of the County aforesaid at the Late February Term In favor of Benjamin Harrison ~~against them as Defendants~~ who is Plantiff and the said Samuel Robinson and James Boal are Defendants Now if the said Samuel Robinson and James Boal Appellants do prosecute the then said appeal to final judgment and in case judgement be rendered against them in the Supreme Court they fully abide the same and well and truely pay the condemnation Money together with the costs then this obligation to be void Else to Remain in full force and virtue in Law

James Boal (Seal)

Samuel Robinson (Seal)

Stephen McLain (Seal)

George Minton (Seal)

Action Brought to Recover the Damages which the Plantiff Sustained by Reason of an assault and Battery and false Imprisonment committed on the Plantiff by the Deft, Clerk will Issue a Summons

S. Buck Atty
for Plft

17th Feby 1827

Benjamin Hamison Plff
vs } Summons
Samuel Robinson &
James Boal Deft

Service on Boal by
Reading service 35
and Robinson by
Copy service 30
Mileage 5
$1.15

George Sragrah
Dep. Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Samuel Robinson And James Boal to appear Befor the Judges of ~~our~~ our Court of common Pleas of said County at the Court house in the town of Marysville on the first Day of our next term to answer unto Benjamin Harrison in a Plea of trespass vi et armis For assault and Battery and false Imprisonment Damages $400.00 and have you then there this Writ

Witness Ebenezer Lane Esq. President of our said Court of common Pleas at the Court house in Marysville this 26th Day of February 1827

~~Ka~~ Silas G. Strong Clk

~~Geo. Sudgrex~~

Benjamin Harrison
vs
Z Sut
James Baal et al
James Buck
William Long
Francis Sagar
Henry Sagar
David Mitchell

Service on the above by
Reading
Service — 50
Mileage — 50
1.00

George Snougrass
Dep Shff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you to summons William Long David Mitchell Henry Sagar Frederick Sagar & James Buck to be and appear Before the Honorable the Judges of the Supreme Court at the court House in the Town of Marysville on the 1st Day of the next term of said court to be held in and for the County of Union and State of Ohio to testify and the truth to say in a certain Matter of controversy pending and undetermined in our court Between Benjamin Harrison Plaintiff & James Boal and Samuel Robinson Defendants and have you then there this writ

Witness Calvin Pease Chief Judge of our Supreme Court at the court house this 24th Day of June 1828

Silas G Strong Clerk

Harrison Boad
Entitled of
Frederick Sager

Rec.d of Silas G. Strangler
one dollar and fifty cents
on the within
March 26th 1830
Frederick Sager

Benj – Harrison
vs } Union Cor – Pleas
James Boad et al } Plaintiff or Sheriff Pay Frederick
Sagar his fees as a Witness in the above cause –
amty to – – – – – – $1.50

Nov – 22nd 1828 Silas G Strong Clerk

James Boad &
Samel Robinson
to } Appear Bond
Benj - Harrison

Copy -
Filed Jun 25th 1828

Silas Strong
Clerk S.C.

Know all Men by these presents that we James Boal Samuel Robinson Stephen McLain & George Minter are held and firmly bound unto Benjamin Harrison in the full sum of fifty Dollars current money of the United States To the payment of which well and truely to be made we bind ourselves our heirs Executors and administrators jointly and severally firmly by these presents Sealed with our seals &c

Dated this 21st Day of March AD 1828

The condition of the above Bond is such that Whereas the above bound Samuel Robinson and James Boal have taken an appeal to the next Superior Court to be held in and for the County of Union from a Judgement Rendered in the Court of Common Pleas of the County aforesaid at the Late February Term in favor of the said Benjamin Harrison as Plaintiff and against the said Samuel Robinson and James Boal as Defendants Now if the said Samuel Robinson and James Boal Does well and truely prosecute their said appeal to final Judgement in the Superior Court and in case Judgement be rendered against them in the Superior Court they fully abide the same and well and truely pay the condemnation Money together with the costs then this obligation to be void Else to Remain in full force and virtue in Law

James Boal Seal

Saml Robinson Seal

Stephen McLain Seal

George Minter Seal

A true Copy

Attest Silas G Strong Clerk

$0 27

Benj. Hanson
v.
Boal & Robinson

Sub. for
John Jolly

Served by Recording
Serv 10

A. N. Williams
Shff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you to summons John Jolly
to appear before the Judges of court of common
Pleas of ~~sa~~ the Court house in Marysville
forthwith to testify and the truth to say in a
certain matter of controversy pending and under
termined between Benj Harrison Plaintiff &
James Boals and Samuel Robenson Defendants
and this they shall in no wise omit and
Have you then there this writ

Wilney Gustavus Swan President
of the said Court of common Pleas
at the Court house the 21st

Silas G Strong Clerk

Union Com. Pleas.

Benj: Harrison

vs. Declaration.

J. Robinson &

Jas. Boal.

Filed Oct 6th 1827

Silas G Strong

Clk.

Copy $.35

Value of four hundred dollars. And therefore he brings suit, &c.

J. Beech, Atty.

for deft.

The State of Ohio, Union County, Court of Common
= pleas, of October Term in the year of our Lord eighteen
hundred and twenty seven.

Union County, ss. Samuel Robinson and James
Boal were summoned to answer to Benjamin Harrison
of a plea of trespass ~~on the case~~ with force and arms for
a assault and Battery, and false imprisonment. And
thereupon the said Benjamin complains against the
said defendants, for that the said Defendants, on the
eleventh day of April in the year of our Lord eighteen
hundred and twenty six, at Union County aforesaid
and within the Jurisdiction of this Court, with force
and arms in and upon the said Harrison did
make an assault, and him the said Benjamin
then and there did beat, wound, evilly treat and im
= prison and him the said Harrison so imprisoned,
against the will of the said Harrison, and without
any reasonable cause, for a long time to wit, for
the space of eighteen hours then next following did
keep and detain, to the great injury of the said Harrison
and contrary to the will of the said Benjamin,
whereby the said Harrison was then and there
not only greatly hurt, but was also thereby then and
there greatly exposed and injured in his credit
and circumstances, to wit, at the County afore
= said. — And also for that the said Defendants, on the
same day and year last aforesaid, at the County
aforesaid, in and upon the said Plaintiff in
the public peace then and there being, did with
force and arms make another assault, and him
the said Plaintiff did then and there unlaw=
fully strike beat, wound and ill treat, and other
wrongs to the said Plaintiff then and there
did, to the great damage of the said Plaintiff
and against the peace and dignity of the
State of Ohio. Whereupon the said plaintiff
saith he is worse, and hath damage to the

Benj Harrison
vs & Sub
James Boals et al

Philip Hawn
John Jolly
David Mitchell

Served on Philip Hawn
By leaving John Jolly &
David Mitchell By
Reading

service — 40
mileage — 45
.85

George Snougrass
Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Philip Hawn John Jolly and David Mitchell to be and appear before the Honorable the Judges of the Supreme Court at the Court House in the Town of Marysville ~~[illegible]~~ on the 1st Day of the next term of said Court to be holden in and for the County of Union and State of Ohio To testify and the truth to say in a certain matter of controversy in said Court Pending and undetermined between Benjamin Hanson Plff and James Boal and Samuel Robinson Defendants and this they shall in no wise omit under a Penalty of one thousand Dollars and have you then there the writ

Witness the Honorable Calvin Pease Chief Judge of our Supreme Court at the Court House this 24th Day of June 1845

Silas G Strong Clerk

Union Com. Pleas

Robinson
Bond
vs
Harrison

Plea & Notice

Filed Feby 21st 1828

Silas G. Strong
Clerk

Union Cir Plea. Feb T. 1828

Saml Robinson
James Boal.
ats
Benj Harrison

Trespass

And the said Saml Robinson and James Boal, by their attorney John St James come and defend the wrong and injury when &c, and say that they are not guilty of the said supposed trespasses above laid to their charge or any part thereof, in manner and form as the said Benjamin hath above thereof complained against them - and of this they put themselves upon the country. -

John St James for defendants.

Robinson
Boal
ats
Benj. Harrison.

Notice.

The plaintiff or his attorney will take notice that at the trial of the above cause, the said defendants will insist and give in evidence, that at the time of the committing the said supposed wrongs and injuries the said Samuel Robinson was an acting Justice of the Peace in and for the said county of Union, and that the said supposed trespasses in the said declaration above mentioned to have been committed by the said defendants were done and committed by the said Samuel in the due execution of his office, by issuing a warrant for the said Harrison, at the instance of the said Boal, for the arrest of the said Harrison, at the suit of the State of Ohio; in a matter whereof the said Justice had given diction, by which warrant the said Harrison, was arrested and brought before the said Samuel, examined and fined according to the according to the statute in such case made and provided -

John St James for defendants

Harrison vs Boa

Contingent of

David Mitchell

Benj Harrison } Union Com Pleas
vs
James Boal et al } Plaintiff or Sheriff Pay to
Dovia Mitchell his fees as a Witness in this
cause amt to — — — $1.50

Nov 22d 1828
Silas G Strong Clerk

Harrison My Bond
Contract for
Henry Sager

Recd. of Silas G. Strong
one dollar and fifty cents
on the within for Henry Sager
March 26th 1830
Frederick Sager

Benj Harrison } Union Common Pleas
vs } Plaintiff or Sheriff Pay Henry
James Boal et al } Sagar his fees as a Witness in the above cause
$1.50

Amounting to

Nov 22nd 1828

Silas Strong Clerk

Berg - Marion

by

James Brady &

Samuel Sagar

Precipe for Writ of

Filed Jany 1st 1828

Silas G Strong

Clk

Union Com. Pleas.

Benjamin Harrison
vs.
James Boal &
Saml. Robinson

Clerk will issue
subpoenas for Plff.
William Long, David
Mitchel, Frederick Sagar
Henry Sagar and
James Buck.

S. Buck,
for Plff.

27. Dec. 1827.

Rec'd of William Long, One Dollar, and fifty cents; being the amount of fees for three days attendance in the court of common pleas & supreme for Union County, as a witness in the suit between James Boal, and William Long.

Dec. 29. 1828. James Black

Benj. Harrison
is & Precept
Samuel Robinson
& James Boal

Filed Feby 26th
1817

Silas G Strong
Clk

Union Com. Pleas.

Benjamin Harrison
vs.
Samuel Robinson &
James Boal

Trespass vi et armis
Damage $400.00
Action brought for damages sustained, by reason of an assault & battery & false imprisonment committed by the Defendants on the body of the Plaintiff. Clerk will issue a Summons.

S. Buck, Atty.
for Plff.
17th Feby. 1827.

Benjamin Harrison
by Transcript
Saml Robinson
James Baad

Filed June 24th 1828

Silas G Strong
Clerk S.C.
U.C.O.

Union Common Pleas 1828

Benj. Harrison Plff
vs
James Boal and
Samuel Robinson Deft

Pleas Before his honor
Gustavus Swan Esq President and James Curry
Robert Nelson and William Gabriel his associate
Judges of the Court of common Pleas at a court
continued and held at the Court House in the
Town of Marysville on the Twenty first Day of
February in the year of our Lord one thousand
Eight hundred and twenty Eight - - - -

Be it Remembered that heretofore to wit on the
26th Day of February in the year of our Lord
one thousand Eight Hundred and Twenty seven
Benj. Harrison by Samuel Buck his attorney
sued out of the Clerks office of our said court
a writ of Summons against Samuel Rob
-inson and James Boal Defendants which Sd
writ the Indorsement thereon and Sheriff
Return Recd in the words and figures follow
ing to wit State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you to summons Samuel Rob
-inson and James Boal to appear before the
Judges of our Court of common Pleas of said
County at the Court house in the Town of Mars
ville on the 1st Day of our next term to an
swer unto Benjamin Harrison in a Plea
of Trespass vi et armis for assault and Batte
-ry and false Imprisonment Damages $400 -
and have you then there this writ

231

Witness Ebenezer Lane Esq President of our court of com-
-mon Pleas at the court House in Marysville this 26th
Day of February 1827 Silas G Strong Clerk

Endorsed } Action Brought to Recover the Damages
Which the Plantiff Sustained by reason of
an assault and Battery and false imprisonment com-
-mitted on the Plantiff by the Defendants Clerk Issued
a Summons Samd Buck atty for Pltff 17th Feby 1827

Sheriffs Return } Served on Boats by Reading and on Rob-
-inson by copy George Snodgrass Dep Shff

And afterwards to wit on the fifth Day of October
in the year of our Lord one thousand Eight Hun-
-dred and Twenty seven came the Parties and thereupon
this cause was continued intill next term —

And afterwards to wit on the sixth Day of October
The Plantiff by Samuel Buck his attorney filed here
in his Declaration; Which said Declaration —
Reads in the Words and figures following to wit
The State of Ohio Union County Court of Common Pleas
of action term in the year of our Lord Eighteen —
Hundred and Twenty seven Union County ss — —

Samuel Robinson and James Boots were —
summoned to answer Benjamin Harrison of a Plea
Trespass With force and arms for assault and Battery
and false Imprisonment and thereupon the said Ben-
-complains against the said Defendants for that the
said Defendants on the Eleventh day of April in
the year of our Lord one thousand Eight Hundred
and twenty six at Union County aforesaid and within
the Jurisdiction of this court. With force and arms in
and upon the said Harrison Did make an assault
And him the said Benjamin Did then and there
did Beat Wound Bruise and imprison —

against the will of the said Harrison and without any
Reasonable cause for a Long time to wit for the space
of Eighteen hours then next following Did keep and
Detain to the great injury of the said Harrison to -
the great Injury of the said Harrison and contrary
to the will of the said Benjamin Whereby the said -
Harrison was then and then not only greatly hurt
but was also thereby then and there greatly exposed
and injured in his credit and circumstances to wit
at the County aforesaid And also for that the said -
Defendant on the same Day and year last aforesaid
at the county aforesaid In and upon the said Plan-
tiff in the Publick Peace then and there being did -
with force and arms make another assault and
him the said Plantiff Did then and there unlawfully
strike beat wound and ill treat and other wrongs
to him the said Plantiff then and there Did to the
great Damage of him the said Plantiff and against the
Peace and Dignity of the State of Ohio Whereupon -
the said Plantiff saith he is worse and hath Dam-
age to the value of four hundred Dollars and -
- therefore upon he brings Suit &c Sam Buck
Atty for Pltff -

And afterwards to wit Now at this Day to wit
the Day and year first aforesaid Came the Parties and
on motion of Defendant - The Defendant Default
was opened and the Defendant allowed to plead
Whereupon the Defendant by John H Sams filed
herein his Plea which said Plea Reads in the words
and figures following to wit

Union Common Pleas
February term 1828

Samuel Robinson &
James Boal
vs
Benj= Harrison

Plea Trespass

And the said Samuel Robinson and James Boal by their attorney John H James comes and Defends the Wrong and Injury when and to Anas say that they are not Guilty of the said supposed Trespasses above laid to their charge or any part thereof in manner and form as the said Benj= Has above thereof complained against them and of this they put themselves upon the country

John H James for Deft

Robinson & Boal
vs
Benjamin Harrison

Notice

The Plantiff or his attorney will take notice that on the trial of the above cause the said Defendants will insert and give in Evidence that at the time of committing the said supposed wrongs and Injuries the said Samuel Robinson was an acting Justice of the Peace in and for the said County of Union and that the said supposed Trespasses in the said Declaration above mentioned to have been committed by the said Samuel in the Due Execution of his office by issueing a warrant for the said Harrison at the Instance of the said Boal for the arrest of the said Harrison at the suit of the State of Ohio in a matter whereof the said Justice had Jurisdiction by which warrant the said Harrison was arrested and brought before the Sd Samuel Examined and fined according to the Statute in such case made and Provided

John H James for Deft

And afterwards to wit on the same Day and
year last aforesaid this cause by consent of
Parties is submitted to the court It is therefore
considered by the court here that the Plaintiff
Recover of the Deft the sum of five Dollars Dam-
ages together with his costs herein expended
Paid to J.

Whereupon the Defendant gave notice
of appeal to the next Supreme Court to be held
in and for the County of Union

I Silas G Strong Clerk of the Court of common
Pleas of the County of Union certify the foregoing
a correct Transcript from the Records of the
Proceeding and Judgment in the
above Cause in the Union Court of common
Pleas

In Testimony Whereof I have hereunto
set my hand and official Seal this
24th Day of June 1828

Silas G Strong Clerk

Benjn Harrison
vs
James Boal et al
all papers

Hale by Buck - a particular transcript
Facts as changed by Plaits Replication

Buck
vs
Boal et al } Same as above.

State of Ohio
Union County } ss. I Certify that heretofore to Wit on

52
1848 19

James Boat vs Casa Bey - Harrison

	36. 10 5
	1. 30
	36
	37. 76. 5
	26. 50
	11. 26.5

Docket fee	10„00
Sheriff fee	5 25
Witness fee	9„50
Clerks fees	11„355
	36„125

Int. from Oct. 11th 1828	1. 30
Accruing costs	
Clerks fees	36
Sheriff	50
	„86
Mileage	0. 50
Serving Exn	0. 35
Commit to Jail	0. 30
Detaining from Jail	0. 30
	39. 71. 5

Money made March 26. 1830
David Witter Sheriff N. C.

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that you take Benjamin Harrison if he may be found in your bailiwick and him safely keep so that you have his body before the Honorable the Judges of the Court of common Pleas at the Court house in Marysville on the first Day of the next term of said Court to be holden in and for said County of Union to render unto James Boal the sum of $36.10.5 his Costs in and about a certain action of ~~Trespass~~ vi et armis assault and battery of Whereof sum of Thirty Six dollars ten cents & five Mills the said Benjamin is convicted as appears to us of Record together with Legal Interest to be computed at six per cent per annum from 11th of October 1828 untill paid Also the sum of fifty cents Costs since accrued together with such costs as shall be made hereon And of this you shall in no wise fail and have you then there this writ

Witness the Honorable Frederick Grimky President Judge of our said court at the Court house the 23d Day of July 1830

Silas G Strong Clerk

Received of Silas G Strong Clerk C C P
Three Dollars & fifty Cents the Amt of fees
due my witness in the Suit of Benj
Hanson vs Myself

Marysville March 29th 1830

James Boal

Union Com mo Pls

Benj Hanna
vs ½ Fe Fa

Samuel Robinson

Jam Boat

Damages –	$5.00
Docket fee	5.00
Witness fee	6.00
Shff Williams	.42
Def Snodgrass	2.39
Clerks fee –	4.73
	$23.54

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the goods and chattels of Samuel Robinson & James Boal you cause to be made the sum of five Dollars with Legall interest thereon from the 21st Day of February 1828 and for want of Goods and Chattels when in the Levy you cause the same to be made of the Land tenements & Real Estate of the said Samuel & James which Benjamin Hanson Late in the Union Court of common pleas hath Recovered against them for his Damages in an action of Trespass vi et armis together with the sum of $18.54 costs in and about the Suit & pendens whereof the said Samuel & James are convicted as appears to us of Record. and that you have the same before the Judges of the Court aforesaid at the Court House there of on the 1st Day of Our next term to Render unto the said Benjamin the sum of $5.00 Damages & $18.54 costs & aforesaid and have you then there this Writ

Witness Clement Land President of Our said Court at the Court House this 8th Day of March 1828

Silas F Strong Clerk

James Boatwright
vs } Fi Fa
Benj. Hanson

Docket fee $10.00
Sheriff fee - 5.25
Witness fee 9.50
Clerks fee 11.35½
This Exec. fee 25
$36.35½

No goods and
Chattels found whereon to Levy
Returned Nulla Bona
David Miller Sheriff

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

We command you that of the goods and chattels of Benjamin Harrison Lot of your Bailiwick you cause to be made the sum of Thirty six Dollars and ten cents and five Mills which James Boal and Samuel Robinson late in our Court Recover against him for his costs in and about a certain Action of Trespass vi et armis in which the said Benjamin Harrison is convict as appears to us of Record. And how the Money together with this writ before the Honorable the Judges of our Court of common Pleas at the Court house in Marysville on the 1st Day of our next term to Render unto the said Boal and Robinson their costs afore said.

Witness the Honorable Gustavus Swan President of our said Court at the Court house this 22nd Day of Nov 1828

Silas Strong Clerk

No. 28-SC-4

Union Common Pleas Court.

James Buck
Plaintiff,

AGAINST

James Beal et al
Defendant.

FEB TERM. 1828

JUDGMENT VS DEFENDANT

$5-00

Journal	1	Page	5-0-
Record No.	1	Page	319
Ex. Doc.	1	Page	18

THE J. D. SMITH CO., Springfield, Ohio.

James Buck
vs } Precipe
Samuel Robinson
& James Boal

Filed March 7
A D 1827
Silas G Strong
Clk

Union Court of Common Pleas

James Buck
vs
Samuel Robinson &
James Boal

Trespass vi et armis
Damages $300.00
This action is brought for an assault & Battery and false imprisonment

Committed by the Defendant in and upon the Plantiff Clerk issue a summons

James Buck

March 7th 1847

Errors in this case, assigned as cause for reversing.

1. It does not appear from the transcript, that any affidavit was filed to authorise the warrant and arrest.

2. There is no offence known to the law, such as is set forth in the transcript, to wit, "For attempting to provoke him" (Boal) "to commit an affray."

3. It doth not appear that any offence was committed to authorise a Warrant or proceeding against the Deft.

State of Ohio
Hamilton County
James Beck

Filed Sept 1 1827
Silas Stivers
Clerk

Gen Strong

Gen Strong

Gen Strong

Merrill

S. G. Stivers

Gen Strong
for Atty

The State of Ohio
vs
James Buck

Fine — $1-00
Constables fees
serving warrant 25
Mileage — 25
serving subpoena
on two — 25
Mileage 15
Notifying complainant 50
Justices fees
Issuing subpoena
on two — 16
swearing 5 witnesses 20
judgment — 25
Witnesses present
Fredrick Sagger
David Mitchell
William Commans
Spencer Gray
James Boal Compl.t

$2.56

State of Ohio Union County ss

Warrent issued by Samuel Robinson justice of the peace of Union county 16th day of March 1826 on the oath of James Boal against James Buck for attempting to provoke him to commit an affray Subpoena issued 17th for Fredrick Sagger & David Mitchell warrant and Subpoena returned the 18th Executed by Elisha Knox Said James Buck appeared with the Complainant

Therefore proceeded to hear the charge and examin testimony and proceed to judgment whereupon said Buck appeareth to be guilty of the charge and I assess a fine of one dollar and cost

The Defendant took an appeal to the court of Commonplea and gave bail on the appeal within ten days of the rendition of judgment bail was given March 24 1826 in bond of fifty dollars Henry Sagger is bail

(S) I certify this to be a true copy of the proceedings had before me given under my hand and seal this 3 day of February 1827

this transcript 31¼ cents

James Irving justice of peace

Union Com. Plas.

James Buck

vs. Declaration.

Saml Robinson &

Jas. Boak.

Filed Oct 6th 1827

Silas G Strong

Copy $1 E 50

The State of Ohio, Union County, Court of common
= plea, of October Term in the year of our Lord eighteen hundred
and twenty seven.

Union County, ss. Samuel Robinson and James
Boal were summoned to answer unto James Buck, of a
plea of trespass with force and arms for assault and bat-
tery and false imprisonment. And thereupon the said Buck
complains against the said Defendants, for that the said
Defendants, on the eighth day of March, in the year of our
Lord eighteen hundred and twenty six, at Leesburg township in Union County
aforesaid, and within the jurisdiction of the Court, with
force and arms in and upon the said James Buck did
make an assault, and him the said Plaintiff then and
there did beat, wound, evilly treat and imprison, and
him the said Plaintiff so imprisoned, against the will
of the said Plaintiff, and without any reasonable
cause, for a long time, to wit, for the space of thirty
hours then next following, did keep and detain, to the
great injury of the said Plaintiff, and contrary to the
will said Plaintiff; whereby the said James Buck was then
and there not only greatly hurt, but was also thereby
then and there greatly exposed and injured in his cred-
it and circumstances, to wit, at the County aforesaid.
And also for that the said Defendants, on the sixteenth
day of of March, in the year eighteen hundred and twen
=ty six at the County of Union aforesaid and township of Leesburg in and upon the
said James Buck in the publick peace then and
there being, did with force and arms make another
assault, and him the said Buck, did then and there
unlawfully strike, beat, wound and ill treat, and other
wrongs to the said Plaintiff then and there did: To the
great damage of the said Plaintiff, and against the
peace and dignity of the State of Ohio. Whereupon the
said James Buck saith he is worse and hath damage to the
value of three hundred dollars. And therefore he brings
suit, &c.

J. Buck, Atty.
for Plff.

James Birch
vs
James Bond &
Samuel Robinson

Subpoena for Witnesses

Filed January 18th
1828
Silas G Strong
Clk

Union Com. Pleas.

James Buck
vs.
James Boal & Samuel Robinson

Clerk will issue a Subpoena for Plff. for Elihu Knapp, Orlen Sherman, Stephenson Curry & Frederic Segar.

J. Buck,
for Plff.
27. Dec. 1827.

A copy of this paper I gave to Samuel Robinson, the the Within named defendant, on the 14 day of January 1828, at Union County Ohio.

State of Ohio } ss. Fayette Sager
Union County }

The above was sworn to & signed before me this 14 day of January 1828

Justice of the peace for said County.

Henry Sager
justice of the peace

Recd
W. S. Rotrock
Robert Robinson

Filed Feb 21 1828
Clias Sotter
Clerk

Union Com. Plea.

James Buck
vs.
James Boal &
Samuel Robinson

Trespass vi et armis.

Mr. Samuel Robinson Defendant, the original affidavit filed by the defendant Boal in the case of the State of Ohio against James Buck, before you as a justice of the peace, together with your whole proceedings in that prosecution and the Constable's return on the warrant issued by you as a justice, I wish you to produce on the trial of this action at the calling thereof in said Court. By the papers now required, which are in your possession I will maintain the action for the plaintiff in this case, for they contain evidence pertinent to the issue herein.

S. Buck
Atty. for Plff.

that the said plaintiff and the said defendants severally submitted their difficulty to an arbitration and made an accord and satisfaction touching the said supposed trespass charged to have been committed by those defendants. by which the plaintiff agreed not to sue. therefor &c

Wm. H. James
pro. Defts.

Mann on Pleas

Robinson v Boak
at
Buck

Plea & notice

Filed Nov 2nd 1848
M. G. Morris
Clerk

Union Com Pleas. Feb T. 1828

Samel Robinson
James Boal.
vs.
James Buck

trespass &c

And the said defendants by their attorney John H James come and defend the wrong and injury when &c. and say they are not guilty of the said supposed trespasses above laid to their charge or any part thereof in manner and form as the said James Buck hath above ~~therein~~ complained against them, and of this they put themselves upon the country John H James for Defendant

Robinson
Boal
vs
Buck.

Notice

The plaintiff or his attorney will take notice that at the trial of the above causes, the said Samuel Robinson and James Boal, will insist and give in evidence that at the time of the committing of the said supposed wrongs and injuries the said Samuel Robinson was an acting Justice of the Peace in and for the county of Union, and that the said supposed trespasses, in the said declaration above mentioned to have been committed by the said defendants, were done and committed by the said Samuel in the due execution of his office, by issuing a warrant for the said Buck, at the instance of the said Boal, for the arrest of the said Buck at the suit of the State of Ohio, in a matter whereof the said Justice had jurisdiction, by which warrant the said Buck was arrested and brought before the said Samuel, examined and fined, according to the Statutes in such cases made and provided

~~John H James for~~

And that he will also give in evidence and insist that before the commencement of this suit, ~~defendants~~

Union Com Plea

James Buck
vs Appeal Bond
Saml Robinson &
James Boal

Filed March 21st 1828
Silas G Strong
Clerk

Know all Men by These presents that we Samuel Robinson James Boal Stephen McClain and George Minturn are held and firmly bound unto James Buck in the full sum of fifty Dollars lawful Money of the United States To the payment of which well and truly to be made we bind our selves our heirs Executors and administrators jointly and severally firmly by these presents sealed with our seals and Dated this 25th Day of March AD 1828

The condition of this obligation is such that whereas the above Bound Samuel Robinson and James Boal have taken an Appeal To the next Supreme Court to be holden in and for the County of Union - from a certain Judgment Rendered in the Court of common Pleas of said County at the Late February Term wherein James Buck is Plaintiff and the said Samuel Robinson and James Boal are the Defendants Now if the said Samuel Robinson & James Boal does ~~well~~ prosecute their said appeal to final judgment and in case judgment be rendered against them in the Supreme Court fully abide the same and well and truely pay the condemnation Money together with the costs then and in that case this obligation is to be void else to remain in full force and virtue

Attest

Silas G Strong Clerk

James Boal (Seal)

Samuel Robinson (Seal)

Stephen McClain (Seal)

George Minturn (Seal)

James Buell
to
Transcript

James Boad and
Saml Robinson

Felix June 25th 1828

Silas G Strong Clk
S. G. Clerk

Recorded July
30th Page 49th
S G Strong

Union common Pleas February Term 1828

James Buck Plantiff
vs
Samuel Robinson and
James Boad Deft

Pleas Before His Honor Gus-
-tavus Swan Esqr President
and James Curry Robert Nelson and William Gobrel
his associate Judges of the Court of common Pleas of
said County Continued and Held at the Court House
in the Town of Marysville in and for the County of
Union on the 21st Day of February in the year of our
Lord one thousand Eight Hundred and twenty eight

Be it Remembered that heretofore to wit on the
4th Day of March in the year of our Lord one
thousand Eight hundred and twenty seven —
James Buck Plantiff by Samuel Buck his attorney
sued out of the Clerks office of this Court and writ
of Summons against Samuel Robinson and —
James Boad Defendants which said writ the In-
dorsement thereon and Sheriffs Return Reads
in the words and figures following to wit —

State of Ohio
Union County } To the Sheriff of said County Greeting
We command you to summons Samuel Rob-
inson and James Boad to appear before the Judges
of the Court of common Pleas at the Court house
in the Town of Marysville on the first Day of
our next term to answer to James Buck in a —
Plea of Trespass vi et armis Damages three hund
Dollars and have you there then this writ
Witness Ebenezer Lane President of our Court
of Common Pleas at the Court house thereof
this 4th Day of March A D 1827
Silas G Strong Clerk

This action is brought for an assault and battery
and false Imprisonment committed by the Deft
in and upon the Plantiff Clerk Upon to summons
March 4th 1827 James Buck Pltff —

Served on Baal by reading and on Robinson by copy

George Snodgrass Dep Shff

And afterwards to wit on the fifth Day of aug in the year of our Lord one thousand eight hundred and twenty seven came the Parties and thereupon this cause was continued

And Afterwards to wit on the sixth Day of aug to be in the year of our Lord one thousand eight Hundred and twenty seven the Plantiff by A J Buck his attorney filed herein his Declaration which said Declaration Reads in the words and figures following to wit

The State of ohio Union county court of common Pleas October term in the year of our Lord eighteen Hundred and twenty seven Union County ss

Samuel Robinson and James Boal were summoned to answer unto James Buck of a Plea of Trespass with force and arms for a assault and Battery and false Imprisonment — And thereupon the said Buck complains, for that against the said Defendants — for that whereas the said Defendants on the Eighth Day of March in the year of our Lord Eighteen hundred and twenty six at Jerome Township in Union County aforesaid and within the Jurisdiction of this court with force and arms in and upon the said James Buck did make an assault and — him the said Plantiff then and there did beat wound and cruelly beat and Imprison and him the said Plantiff so imprisoned against the will of the said — Plantiff and with out any Reasonable cause for a Long time to wit for the Space of thirty six the next following did keep and Detain to the great injury of the said Plantiff and contrary to the will of the said Plantiff whereby the said James Buck was then and there not only greatly hurt but was thereby then and there greatly exposed and injured in his credit and circumstances to wit at the County of Union —

aforesaid, And also for that the said Defendant on the sixth Day of March Eighteen hundred and twenty six at the County of Union aforesaid and Township of Jerome in and upon the said James Buck in the Peace then and there being did with force and arms make an assault and him the said Buck did then and there unlawfully Beat wound and ill treat and other wrongs to the said Plantiff then and there did to the great Damage of him the said Plantiff and against the Peace and dignity of the State of Ohio — Whereupon the said James Buck saith he is wounded and hath Damage to the value of three Hundred Dollars and thereupon he brings Suit &c

Saml. Buck atty. for Plantiff

And afterwards to wit on 20th Day of February in the year of our Lord one thousand Eight Hundred and twenty Eight came the Parties and on motion of Defendant by his Counsel the Default made herein by Defendant was opened and the Defendant has Leave to Plead And afterward to wit Now at this day to wit the Day and year first aforesaid came the Defendant and by his counsel filed herein his plea which said Pleas and notice to plantiff Reads in the words and figures following to wit —

James Boal and Saml Robinson vs James Buck } Union Common Pleas Feby Term 1828 Trespass

And the said Defendants by their attorney John H James comes and Defends the wrong and Injury when &c and say that they are not Guilty of the said supposed trespass above said to their Charge or any part thereof in manner and form as the said James Buck has above thereof complained against them and of this they put themselves upon the country

John H James atty for Defts

Robinson & Boal at Buck

Notice

The Plantiff or his attorney will take notice that at the trial of the above cause ~~with~~ the said Samuel Robinson and James Boal will insist and give in Evidence that at the time of the committing the said supposed wrongs and Injuries the said Samuel Robinson was a Legally acting Justice of the Peace in and for the County of Union and that the said supposed trespasses in the said Declaration above mentioned to have been committed by the said Defendants were Done and committed by the said Samuel in the Due Execution of his office by issuing a warrant for the said Buck at the Instance of the said Boal for the arrest of the said Buck at the Suit of the State of Ohio in a matter wherein of the said Justice had Jurisdiction; by which warrant the said was arrested and Brought before the said Samuel Examined and tried according to the form of the Statute in such case made and provided and that he will also give in Evidence and insist that before the commencement of this suit that the said Plantiff and the said Defendants severally submitted their Difficulty to and arbitration and made an accord and satisfaction touching the said supposed trespasses charged to have been committed by those Defendants by which the Plantiff agreed not to sue therefor John H Sams for Deft

And thereupon the Plantiff by Samuel Buck his attorney a Notice which said notice reads in the words and figures following to wit

James Buck vs James Boal and Samuel Robinson

Union Common Pleas

Trespass vet Armis

Mr Samuel Robinson Defendant.

The original affidavit filed by the Defendant Boal in the case of the State of Ohio against James Buck before you as a Justice of the Peace together with your whole proceedings in that Prosecution

And the Constables Return on the warrant issued by you as a Justice I wish you to proceed on the trial of this action at the Calling thereof in said Court —
By the Papers now Required which are in your possession I will maintain the action for the plantiff in this Case for they contain Evidence pertinent to the Issue herein Saml Buck atty for Plantiff

A copy of this Paper I gave to Samuel Robinson the within named Defendant on the fourteenth Day of January 1828 at Union County Ohio
Hayden Sagar

The above was sworn to and signed before me this 14th Day of January 1828
Justice of the Peace for Sd County
Henry Sagar Justice of the Peace

And thereupon by consent of Parties by their counsel this Case was Submitted to the Court And the Court being fully advised - It is considered by the Court here that the Plantiff Recover of the Deft the sum of five Dollars Damages Together with the Costs herein Expended taxed to Dollars

Whereupon the Defendant gave notice of an appeal to the Supreme Court —

And afterwards to wit on the 21st Day of March 1828 the said James Boal and Samuel Robinson together with Stephen McLain and George Hunter Executed a Bond in the words following to wit

Know all men By these presents that we James Boal Samuel Robinson Stephen McLain and George Hunter are held and firmly bound unto James Buck in the full sum of fifty Dollars Current Money of the United States to the payment of which well and truely to be made we bind our selves our heirs Executors and administrators jointly and severally firm by by these Presents Sealed with our Seals and Dated this 21st Day of March 1828

The condition of the above Bond is such that that when as the above bound Samuel Robinson and James Boal have taken an appeal to the next Supreme Court to be holden in and for the County of Union from a certain Judgement Rendered in the Court of common Pleas of said County at the February term when in James Buck is Plantiff and Samuel Robinson and James Boal are Defendants Now if the said Samuel Robinson and James Boal Does well and truely prosecute their said appeal to final Judgement and in case Judgement be rendered against them in the Supreme Court fully aware the same and well and truely pay the condemnation money together with all costs then and in that case this obligation is to be void else of — to Remain in full force and vertue

Atest

Silas G Strong Clk

James Boal (Seal)

Samuel Robinson (Seal)

Stephen McLain (Seal)

George Minton (Seal)

1663

State of Ohio
Union County ss

I Silas G Strong Clerk of the court of common Pleas of the county aforesaid certify the foregoing to be a correct Transcript from the Records of the Proceedings & Judgement in the above cause in said Court of common Pleas and also a true copy of the appeal Bond

In Testimony Whereof I have hereunto set my hand and official seal this 25th Day of June 1828

Silas G Strong Clerk

$2.16

James Buck
vs } Mandamus
James Boon et al

Filed Augt 5th 1828
Silas G. Strong
Clerk

State of Ohio Union County ss

To the Judges of the Court of common Pleas of Said County Greeting

Know ye that at a Supreme Court Began and held at the Court house in the Town of Marysville on the 23d Day of July 1828 in a certain action of Trespass Vi et armis Between James Buck Plaintiff and James Boal and Samuel Robinson Defendants Brought Hither from your Court by appeal a trial has been had between the Parties and a Judgement has been Rendered in our Said Court in favour of the Said James Boal and Samuel Robinson the Defts for their Costs as well in your Said Court as herein about his Suit in this behalf Expended

Wherefore we command that immediately on the Receipt of this you Do Without Delay Grant the Said James Boal and Samuel Robinson Execution against the Said James Buck agreeably to the Statute in Such Case made and Provided

Witness the Honorable Calvin Pease Chief Judge of our Said Court at the Court House this 21st Day of Augst 1828

Silas G. Strong Clerk

State of Ohio Union County ss

Day that the Defendants are not Guilty in Manner and form as the Plaintiff in his Declaration has alledged and it is therefor considered by the Court here that the Defendants go hence without Day and Recover of the Plaintiff his Costs

Silas G Strong Clerk of the ~~Superior~~ Court
Certify the foregoing to be a Correct Summary of the Proceeding in the foregoing Case

In Testimony Whereof I have hereunto set my hand and official Seal this 2nd day of Augt 1828

Silas G Strong Clk
S G Clk

James Beach
3 Summons Transcript
James Bozeman

Filed August 8th 1828
Silas G Strong
Clerk

State of Ohio Union County ss

Supreme Court of Ohio for the County of Union
July Term Eighteen Hundred and Twenty Eight

James Buck Plaintiff } Action In Trespass Vi et
James Boal and } Armis & false imprisonment
Samuel Robinson }

Be it Remembered that
on the 24th Day of June
in the year of our Lord one thousand Eight hun
dred and Twenty Eight James Boal and Sam
uel Robinson by John H James their Attorney
filed in the Clerks office of this Court a Transcript
of the Process proceedings and Judgment in —
the above Cause from the Records of the Court of
Common Pleas of said County of Union from which
Transcript It appears that in the Court of common
Pleas of the Term of February in the year of our
Lord one thousand Eight Hundred and Twen
ty the Cause was by the Consent of Parties Submit
ted to the Court and that Judgment was then
in Rendered in favor of the said James Buck for
the Sum of five Dollars and the costs of Suit, from
from which Judgment the said Defendants ap
pealed to the Court. and afterwards to wit —
On the 23d Day of of July in the year 1828 —
at a Supreme Court Began and held be —
fore the Honorable Calvin Pease and Charles
R Sherman Judges of said Court came the
Parties and thereupon came a Jury and
after being Duly Sworn well and truely
to try the above Cause in issue Joined —
the Jury aforesaid upon their oaths aforesaid

James Buck
Receipts

Received of Silas G Strong Clerk Eleven Dollars - Ten of -
which I am to pay to Samuel Buck on account of
Two Docket fees in case of the State of Ohio for the use
of Jerome Township against James Boal et al and
one Dollar of which I am to pay to Stephenson
Curry for his Witness fees in case of James Buck vs
James Boal et al Millford Dec 3rd 1828

James O Buck

State of Ohio for Jerome Township } In Common Pleas & Superior
vs } Court Order Received $2 00
James Beal et al
of Silas G Strong Clk - as my Witness fees in the above
case Millford Dec - 3rd 1828 James O Buck

J Sugar's
Receipt

James Buck } in union Common pleas
vs } and supreme Court
James Baul } Freed of the plaintiff in
per in the above case as a
witness.

November 27th 1827

Frederick Sego

State of Ohio
vs
James Busto
Certificate

State of Ohio
vs
James Buck } Appeal & Certiorari

I Silas G Strong certify the foregoing case of appealed to the Court of common Pleas of the County and also brought here by certiorari — Dismissed by order of the Court at the suggestion of counsel at the costs of appelant on the 21st Day of Feby 1828

Costs in this Court — To wit —

Shiff	To Opening Court & Calling action & Jury	$0 64
Clerks	To Docketing and appearance —	„24
	To Entering ord & Issuing Certiora —	„35
	To filing 2 Transcripts & Certiora —	„12
	To Entering 3 continuances —	„30
	To final order of Dismissal or Discon	„10
		$1„01
		$1„75

Attest. Silas G Strong Clerk

Ann Con Pla

State for Sum
Township
vs
James Broadclay

For James Ewing

Served by Reading
Feby 17th 1828
Service — 10
Mileage — 60
0,70

George Snodgrass
Depy Shff

State of Ohio
Union County } To the Sheriff of said County Greeting
We command you to summon James Ewing Late Justice of
the Peace to be and appear and Bring with him his Docket
as Late Justice of the Peace Before the Honorable the Judge
of our Court of Common Pleas at the Court house in the
Town of Marysville in said County on the first Day
of our next term to testify and the truth to say of and
concerning the same in a Matter of controversy in
said Court Pending and Undetermined between the State
of Ohio ~~Plaintiff~~ for the use of Jerom Township
Plaintiff and James Boal et al Deft, and this he
shall in no wise omit under the Penalty of One ~~thou~~
and Dollars and have you then there this writ ~~—~~

Witness Clerk Lam Consecutive
of our said Court at the Court house
this 1st Day of January 1828

Silas G Strong Clk

This action is brought for an assault and Battery and false imprisonment committed by the Defendant in case upon the Plaintiff. Certificates and summons March 7th 1847

James Buck

James Buck
vs
Summons
Samuel Robinson
& James Beal

Served on Beals by Reading
Service — — — — $0 35
& on Robinson by Copy „30
Service & copy — — „50
Milage — — — — „50
$1„15

George Snodgrass Dep Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Samuel Robinson and James Boal to appear befor the Judges of our court of common Pleas at the court house in the town of Marysville on the first Day of our next term to answer unto James Buck in a Plea of Trespass &c Et armis Damages $300.00 and have you then there this writ

Witness Ebenezer Lane President of our court of common Pleas this 7th Day of March A.D. 1847

Silas G Strong Clk

Boal al al
vs
James Brock

James Boals
Receipt

The State of Ohio } Sheriff of Selas Co Ohio
Union County } witness fees in the above cause
James Buck } tried for James Ewing 2 days $1.00
vs } Elihue Kenaff 2 days — $1.00
James Boal et al }
austin Sherman 3 days $1.50 Henry Sigan 3 days
$1.50 Thomas Robinson — 1 day 50 cents John
Jolly — 1 day 50 cents and $6.00 for a jury
fee — —

James Boal / Pl

James Buck
" Sub
James Boal et al

James Ewing
David Mitchell
Elihu Knapp
Thomas Robinson

Austin Sherman
Stephen Curry
Frederick Sagan By Reading

J. Ewing T. Robinson &
Austin Sherman By
Reading D. Mitchell
E. Knapp S. Curry By
Copy

Service — $1.00
Milage 1 mile — " .20
$1.32

George Sigmund
Dep. Sheff

State of Ohio Union County ss

To the Sheriff of said County Greeting —

We command you to Summon James Ewing — Thomas Robinson Austin Hamma Stephen Ewing & Jackson Sager David Mitchell and Elihu Knapp to be and appear before the Honorable the Supreme Judge of the State of Ohio at the Court house in the town of Marysville on the first Day of the next term of an said Court to be holden in and for the County of Union To testify and the truth to speak in a certain controversy Now Soit — Court Pending and undetermined between James Buck Plaintiff and James Boal & Samuel Robinson Defendants and this they shall in no wise omit under the Penalty of One thousand Dollars and have you then there this writ

Witness the Honorable Calvin Pease Chief Judge of our Supreme Court this 23d Day of Jan 1828

Silas G Strong Clerk

James Brown Plff
vs } Sum
Samuel Robinson &
James Buck Deft

Served on Samuel Robinson
and James Buck By Reading

Service	$0.40
Milage	45
	$.85

George Snodgrass Dep. Shff

His action is brought for an assault and battery and false imprisonment committed by the Defts in Anno upon the Plaintiff blind Sam a slave now of Buck attyr for Defts

12th Nov 1827

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Samuel Robinson and James Buck to appear before the Judges of our Court of common Pleas at the Court house in the Town of Marysville on the first Day of our next term to answer unto James Buck in a Plea of Trespass vi et armis Damages $300.00 and have you then there this writ

Witness Ebenezer Land Presidents of our Court of common Pleas the 17th Day of Feby A D 1827

Silas G. Strong Clk

James Buck
by his Sub
James Boal et al

Elihu Knapp
Francis Sagar
Austin Sherman
Stephenson Berry

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you to Summon Eliha Knap Austin Sherman Franck Sager and Stephenson Curry to be and appear before the Honorable the Judges of the Supreme Court at the Court House in the Town of Marysville on the first Day of our next term to testify and the truth to say in a certain matter of controversy in our said Court pending and undetermined in which James Buck is Plantiff and James Buck and Samuel Robinson are Defendants this Writ shall in no wise avail under a penalty of one thousand Dollars and have you then there this writ

Witness the Honorable Calvin Pease Chief Judge of our said Supreme Court at the Court house this 25th Day of June 1825

Silas G Strong Clerk

James Buck
vs
Jacob Sabin
James Boyd et al
To Elisha Knapp
Austin Sherman
Stephen Lowry
&
Frederick Sage
by Reading.

Summons Elisha Knapp & Stephenson Lowry
Frederick Sage By copy Feby 9th 1828
Serving Copies — — — — 52½
Mileage — — — — — — — 60
Austin Sherman By Reading — — 1.12½
Mileage — — — George Snodgrass
Deps Shff

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

We command you to Summon Eliha Knapp Oliver Sherman Stephenson Curry and Frederick Sagar to be and appear before the Judge of our Court of Common Pleas at the Court house in Marysville on the 1st day of our next term to testify and the truth to say in a certain matter of controversy pending and undetermined betwen James Buck Esq Plaintiff & James Boal and Samuel Robenson Ex Defendants and this they shall in no wise omit under the Penalty of One thousand Dollars and have you then there this writ

Witness Ebenezer Lane Esq President of our said Court at the Court house this 1st Day of Jany — 1828

Silas G Strong Clerk

44.65
10 42
34.23

7.42
3.00
1.00
2.

44 65
16 00
28.65

10.42

Total Amount
Received

James Buck } Filed all my fees on the justice
vs } case in the common plea
} and Supreme Court the
James Boal } Clerk will credit the same

November 29th 1828 Austin Sherman

James Buck
by 3 all papers
James Boal dec'd

State vs Boae

Witness for

Andrew Notema

State of Ohio for Jerome Township

vs.

James Boal al ad } Defendant on Sheriff
Pay Andrew Hoteman his fees as a Witness in the
above Cause Nov. 20th 1828 Silas G Strong Clerk
amt $

Steamer Boat

Clerk of Wks.

James Buck

State of Ohio for Jerome Township

vs

James Boal et al } Deft or Sheriff

Pay James Buck his Witness fees in the above cause — — — $200

Nov 20 - 1828

Silas G Strong Clerk

Harison vs Boae

Cultrap fus of

James Ewing

Benj. Hanson } Union Common Pleas
vs } Plaintiff or Sheriff Pay James
James Boad et al } Boyd his fees as a Witness in this Cause only
Owing
to — — — — $1 00

Nov 22d 1828 Silas G Strong Clk

Buck vs Boal

Witnesses of

A. Sherman

James Beach
vs
James Wood et al } Plantiff or Sheriff Pay Austin Sherman his witness fees in the above Cause amty to — — — $1.50

Nov - 20th - 1828

Silas C Strong Clerk

Buck vs Boat

Evidence for of

Stephen Curry

James Buck

vs } Plaintiff or Sheriff Pay Stephen

James Boal et al } son Curry his fees as a witness

in the above Cause and my To $1.00

Nov 20 – 1829

Silas Hotchkiss Clerk

Butter Book

Ownership of

Elsie Knapp

James Buck

vs

James Boal et al

Plaintiff or Sheriff Pay Elihu Knapp his witness fees in the above cause

Nov 20th 1828

$1.00

Silas G Strong Clerk

Buck vs Beal

Witness for Pl.

James Irwing

James Buck
vs
James Boal et al
the above cause
Nov 20th 1820

Plantiff or Sheriff Pay James Ewing his fees as a Witness in

$1 00

Silas G Strong Clerk

Brick by Boat

Cartage fee 6/

John Jolly

James Buck

vs

James Boat et al

Plaintiff or Sheriff Say John Jolly his fees as a witness in the above cause amty to — — $0.50

Nov 20 1848

Silas G Strong Clerk

Buck & Boar

Costs & fees of

Thomas Robins

James Buck

vs

James Bond et al } Plaintiff or Sheriff Pay Thomas Robinson his fees as a witness in the above case amt to $6.51

Nov 20th 1828

Silas G Strong Clerk

Buck by Boat

Codnepfers of

French Sagar

James Buck
vs
James Boa
accounting

Plantiff or Sheriff Pay Frederick Sagar his fees as a Witness in the above Cause — - - - - - - $1,50

Nov.r 21st 1828

Silas G Strong Clerk

Stole the Boat
Coolness fes

James Lewing

State of Ohio for Jerome Township

vs

James Boal et al } Deft or Sheriff

Pay James Ewing his witness fee in the above cause — $2.00 — — — $2.00

Nov 20th 1828

Silas G Strong Clerk

State vs Boal

Witness for

Saml Robinson

State of Ohio ~~Geauga~~ Trumbull Township

vs

James Boal et al } Deft or Sheriff

Pay Samuel Robinson his witness fees in the above cause — — — $1.00

Nov 20th 1828

Silas G Strong Clerk

Long v. Boot
Ordering fees of
James Buck

William Long } Union Common Pleas
vs
James Boal et al } Plaintiff or ~~Sheriff~~ Pay
James Buck his fees as a witness in the
above cause amounting to — — $1.50

Nov 22nd 1828

Silas G Strong Clerk

Long 15 Boat
Certificate of
Berg - Harrison

William Long
vs } Plea bond - Pleas
James Boardman } Plaintiff or Sheriff Pay -
Benj = Harrison his fees as a Witness in the
above cause amounting to - - - $1.50
Nov 27th 1828 Silas G Strong Clk

Long vs Boa
Ticking fus
French Sugar

William Long } Union Common Pleas
vs. } Plaintiff
James Boal et al } Sheriff Pay Freeman
Sagar his fees for his attendance as a Witness in
the above Cause amtg to — $1,50

Nov 22nd 1828

Silas G Strong Clerk

Long vs Boal

Certificate of

John Jolly

William Long } Union Common Pleas
vs } Plaintiff or Sheriff Pay John Jolly
James Boatslad } his fees as a Witness in the above Suit amt.
$1.00

Oct 22nd 1828

Silas G Strong Clerk

Long on Boat
Evidence of
David Mitchell

William Long } Union Com= Pleas
vs } Plaintiff or Sheriff Pay David
James Boal et al } Mitchell his fees as a witness in the above
cause amounting to — — — $1 00

Nov= 22d= 1828 Silas G Strong Clerk

State vs Boat

Certificate for

George Reed

State of Ohio for Jerome Township

vs

James Boal al al } Deft or Sheriff

Pay George Reed his Witness fees in the above cause — — — — — — $1.00

Nov 20th 1828

Silas G Strong Clerk

Stale by Boat

Westnepfe

Matthias Collins

State of Ohio for Jerom Township

vs

James Boal et al } Deft or Sheriff

Pay Matthias Collins his wel nap fees in the above cause $1.00 — — — $1.00

Nov 20th 1828

Silas G Strong Clerk

State vs Boone

Stephen McLain

Elect mpr fee

State of Ohio for Jerome Townsleb

vs

James Boal et al } Deft. to Sheriff

Pay Stephen McLain his Witness fees in the above cause — — — — $0 50

Nov 20th 1848

Silas G Strong Clerk

State vs Boal

Forty order

Thomas March

State of Ohio for Jerome Township

vs

James Bord et al } Defendant or Sheriff

Pay Thomas Marshall his fee as a Witness in the above Cause Nov. 20th 1828 Silas G Strong Clerk

State vs Boal

Witness

Levi Phelps

State of Ohio for Seven Township

vs

James Boal et al } Deft. or Sheriff

Pay $1.50 Witness fee to

Levi Phelps } $1.50

Nov. 20th 1828

Silas G Strong — Clerk

Stolen by Boat

Witness for

David Mitchell

State of Ohio for Jerome Township }
v }
James Boal et al } Defts or Sheriff
pay $0.50 to Davis Mitchell Witness fee
in above cause $0.50
Nov 20th 1828 Silas G Strong Clerk

Buck by Boal

Coll neg for of

David Mitchell

James Buck

vs

James Boal et al } Plaintiff ox The Sheriff Pay David Mitchell One Dollar for his witness fees in the above Cause Nov. 20th 1828 $1.00

Silas G Strong Clerk

Buck vs Boac

Clerk nep fees of

Levi Phelps

James Buck
vs
James Boal
in Com-Pleas & Supreme Court

Plantiff or Sheriff Pay Levi Phelps his fees as a Witness in this Cause $1.00

Nov 20th 1828

Silas G Strong Clerk

State vs Boal

J. & Ora

Thomas Parr

State of Ohio for Jerome Township

vs

James Boad et al. } Defendant or the Sheriff

Pay Thomas Parr his Witness fees in the above Cause

in Supreme Court — — — $0 50

Nov – 20th 1828

Silas G Strong Clerk

Harison Vs Boar

Certiorari fa. of

John Jolly

Benj^m Harrison

John M Boal old } Union Com Pleas
John Tolly } Plaintiff vs Sheriff Pay-
his fees as a witness in this cause
amounting to _____ $1.00

Nov 22^d 1828 Silas G Strong Clk

Diminution of Record suggested, and on motion of Deft. Certiorari allowed to bring the proceedings of the Justice in this to next Term fully entered.

State of Ohio
vs. } Transcript on
appeal.
James Breck.
Filed April 1826
Silas G. Hunt
Clk

The State of Ohio
vs
James Buck

Spire Constables fees	$1 00
serving warrant	25
Mileage —	25
Serving subpenia on 2 —	20
Mileage —	15
Notifying complainant	30
Justices fees	
Issuing subpenia on 2 —	16
Swearing witnesses	20
Judgment —	25
Witnesses present	
Fredrick Sager	
David Mitchell	2 50
William Cummens	2 50
Thomas Gray	
James Boal Compt.	
This transcript	31¼

State of Ohio Union County ss

Warrant issued by Samuel Robinson justice of the peace of Union county 16th day of March 1826 on the oath of James Boal against James Buck for attempting to provoke him to commit an assault

Subpenia issued to for Fredrick Sager & David Mitchell Warrant & subpeni returned the 18th ~~with~~ executed by Elisha Knapp

Said James Buck appeared with the complainant

Therefore proceeded to hear the charge & examen testimony and proceed to judgment Whereupon said Buck appeared to be guilty of the charge and I assess a fine of one dollar and cost.

I certify this to be a copy in substance of the proceedings before me and that Henry Sager entered bail in the sum of fifty dollars

Given under my hand and seal this 24 day of March 1826

James Poring justice of the peace

Union Com Pleas

James Beck
vs } Fi Fa
James Robinson &
James Boals

Damage —	$5.00
Docket fee —	5.00
Costs fees	3.50
Sheff Writs	.32
Def Sheff Snoggrs	2 50
Costs —	4.92
	$23.31

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the goods and chattels of Samuel Robinson & James Boal late of your Bailiwick you cause to be made the sum of five Dollars with Legal interest thereon from the 21st Day of February 1828 and for want of goods and chattels whereon to levy you cause the same to be made of the Lands tenements and real Estate of the said James & Samuel which sum James Buck late in the Union Court of common Pleas hath Recovered against them for them for his Damage in a Suit of Trespass vi et armis together with the sum of Eighteen Dollars and thirty one cents his costs herein-about this suit in this behalf expended whereof the said Samuel & James are convicted as appears to us of Record and have the same before the Judges of our said court House thereof on the 1st Day of our next term to Render unto the said James Buck the said $5.00 Damage & $18.31 costs as aforesaid and have you then there this writ

Witness Gustavus Swan Esq President of our said court at the Court house in marysville this 6th Day of March AD 1828 Silas Gathong Clerk

James Boardman

vs

James Burt

Docket fees	$16.00
Sheriff fees	5.05
Witnesses fees	9.00
Clerks fees	13.62½
Fees Recent	.25
	$37.92½
Jury fees	6.00
	$43.92½

Silas G Strong
Clerk

State of Ohio Union County ss } To the Sheriff of said county Greeting
We command you that of the goods and chattels of James
Buck Late of your Bailiwick you cause to be made the sum of
Forty three Dollars and Sixty Seven Cents which James Boat
and Samuel Robinson Late in our Court have Recovered against
the said James Buck for their costs in a certain action
of trespass vi et armis in which said Buck became
non suit and is convict as appears to us of Record
and have the same before the Honorable the Judges of
our Court of Common Pleas at Marysville on the 1st
Day of our next term to Render unto the said James
Boat his costs aforesaid and have you then there this
Writ

Witness the Honorable Gustavus Swan
Coopman President of our said Court
at the Court house in Marysville this
22d Day of Nov 1828

Silas G Strong Clerk

James Baal al as
vs Fi Fa
James Buck

Docket fee	$10 00
Costs	7.50
Sheriffs	7.42
Jury	6.00
Clerks	13.73
This cost	25
	$44.90

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the Goods and Chattels of James Buck late of your Bailiwick you cause to be made the sum of Forty four Dollars and Sixty five cents which James Boal and Samuel Robinson late in our Court of common Pleas has Recovered against him in a certain action of Trespass Vi et armis for his costs in and about his said suit Expended which of the said James Buck is convict as appears to us of Record and have the Money before the Honorable the Judges of our Court of common Pleas of our said County of Union at the Court house in Marysville on the first Day of our next term to Render unto the said James Boal & Plaintiff the $44.65 costs as aforesaid and costs of this writ and have you then there this writ

Witness the Honorable Gustavus Swan Esq. President of our said Court at the Court house this 22nd Day of Nov. 1828

Silas G Strong Clerk

SUPREME

No. 28-SC-5

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Alex Reed, Defendant.

JUL TERM. 1828

JUD'G VS PLAINT'F

SUPREME

Journal 1 Page 12

Record No. 1 Page 36

Ex. Doc. 1 Page 18

THE J. D. SMITH CO., Springfield, Ohio.

said Alexander the commencement & government afforesaid
in the said Lynn to such hath hitherto abused
& still doth, to the damage of the said Lynn twelve
hundred dollars & therefore he brings suit &
and brings hither into Court the letters of
administration upon the goods of the said Lenny
annexed, whereby it fully appears that the
administration as afforesaid has been granted
unto the said Lynn.

J. Cooley atty

Plaintiff's Com. Plea
Standing as
administration
v
Rich. administration
ton
Deft in Com.
mon Pl.

J. Cooley atty

Filed Nov 20th
1836 Allen G. Strong
Clerk
Originally filed in the
Common Pleas
Attest Allen G. Strong
Clerk
Filed ~~[illegible]~~
Nov 4th 1830
Allen G. Strong
Clerk of C.

Maine County Court at Common Pleas of
the Term of February eighteen hundred &
twenty six,

Maine County ss.

Calvin Dean Read administrator
ix tator of all & singular the goods & chattels
rights credits & effects which were of Daniel
Read late of sd. County ~~deceased~~ at the time of his death who died intestate
and to answer unto Lyma Stanhing administrator
~~Lator~~ of all & singular the goods & chattels rights
credits & effects which were of Lucas Sullivant
~~Dec~~ at the time of his death who died intestate
of a plea that he the sd Calvin Dean keep to him the
sd Lyma the covenant betwixt the sd Daniel in his
life time & the sd Lucas in his life time ac-
cording to the form & effect of a certain
indenture thereof betwixt the sd Daniel & the sd
Lucas. and thereupon the sd Lyma by J. Cooley
his atty saith, that whereas by a certain indenture
made at the County aforesd on the third day
of August eighteen hundred & nineteen, bd betwixt
the sd Daniel Read of the one part & the sd Lucas
Sullivant of the other part which sd Indenture
sealed with the seals of the sd Daniel & Lucas the sd
Lyma brings here into Court the date whereof
is on the day & year aforesd it was witnessed that
the sd Lucas had agreed to sell unto the sd Daniel

the balance of the Land that might remain in the limits of an entry made in the name of Robt Reynolds & Lucas Sullivant on which the sd Reed then lived after deducting therefrom the amount of Land theretofore sold to sd Reed by sd Sullivant out of sd entry & also the Land sold to Robt Reed by sd Sullivant out of sd entry as may appear & be ascertained by reference to the writings between the Parties relative thereto.

The sd Reed agreed to pay sd Sullivant at the rate of four dollars per acre for the sd Land, whatever it might be, within three years from that date, which sd Daniel Reed agreed to pay as might suit his convenience within four years from that date. And as sd Sullivant had not obtained a Patent from the United States for sd Land, but held it the same by purchase only, it was agreed by & between the sd Daniel & Lucas that should the sd Lucas finally not obtain a Patent or legal title to the sd Land & the sd Daniel should be legally evicted from possession of the same that the sd Lucas would then & in that case refund to sd Reed pro rata at the rate of four dollars per acre with interest from such eviction for each & every acre so sold & held for that sd Sullivant shall not make good his title for, as by the sd Lucas then will appear among other things fully appear. And the sd Lucas saith that after the sd Lucas in his life time & the sd Lucas since the death of the sd Lucas have hitherto performed

fulfilled & kept any thing in sd Indenture con-
tained on the part & behalf of him the sd Lucas to be
performed fulfilled & kept & protesting also that the
sd Daniel in his life & the sd Alexander since his death
the covenants & agreements in the sd Indenture
contained on the part & behalf of the sd Daniel
to be performed & kept have not observed
performed or kept; in fact the sd Lynn saith
~~that~~ the sd Daniel in his life time & the sd Alexander
since the death of the sd Daniel have not paid to
the sd Lucas in the life time of the sd Lucas or to the
sd Lynn since the death of the sd Lucas at the rate
of four dollars per acre for the land expressed in the
~~indenture~~ or any part thereof but to pay
the same the sd Daniel in his life time & the sd
Alexander since the death of the sd Daniel
have wholly refused. & the sd Lynn further
saith that the quantity of land by sd Lucas
& by sd Indenture sold to the sd Daniel amounts
to the quantity of one hundred & sixty one
acres, and to the sd Daniel in his life time & the sd
Alexander since the death of the sd Daniel the cove-
nants in sd Indenture contained on the part
of the sd Daniel to be performed in the sd Lucas in
his life time & with the sd Lynn since his death,
have not performed in kept, they & either required
so to do by the sd Lucas in his life time & by the sd
Lynn since his death (to which sd Lynn according
is the heir & sole & singular the rents & chattels
rights & credits which were to the sd Lucas at
the time of his death, have by the Court of Common
Pleas of the County of Franklin been granted to
~~the sd Lynn~~) but the same have broken & the

+ said Lynde says that said settlement in his lifetime & by ye
Lynde administration since the death of ye Lessee have at all
times yet are ready to make & execute a good sufficient
deed of conveyance to ye Plaintiff in his lifetime & to the heirs
of ye Plaintiff since his death for ye land thereby conveyed
& good & legal title to the same as shall by ye court be

Thirty cents

4

Next admitted

Filed Febr 20th 1820

Silas G Strong

Clerk

Originally filed in
Common Pleas Court
Attest Silas G Strong
Clerk

Filed ~~[illegible]~~
May 17 1820
Silas G Strong
Clk P.C.

Sterling administrator of L Sterling }

Alex Reed administrator of David Reed } Hancock County Court

The sd Sterling administrator as aforesd by J Fobes his attorney comes & says defendt ought not & says that the sd defendant saved & third plea as in that behalf pleaded an estoppel against in law & the laws of the land he is not bound to answer it can therefore for want of sufficient plea in that behalf he prays judgment of sd plea & the costs to be taken adjudged &c

J Fobes as aforesd

Lyman Starling adm
vs } Mandate
Alen Rees

Filed August 5th 1825

Silas G Strong
Clerk

State of Ohio
Union County ss } To the Judges of the Court of Common
Pleas of said County of Union Greeting

Knowye that at a Supreme Court Begun
and held at the Court house in the Town of Marysville
in and for the County of Union on the 23rd day of July
AD 1828 in a certain action: In the Covenant Between
Leyne Starling administrator of Lucius Sullivant Plff
and Alexander Reed Defendant Brought Hither
from your said Court by appeal, a Trial has been
had Between the Parties and a Judgement is ren
dered in our said Court in favor of the said Alex
-ander Reed for his costs as well in your said
Court as herein about his suit in this behalf expen
ded. Wherefore we command that Immedi
ately on the Receipt of this you do without de
lay Grant the said Alexander Reed execution
against the said Leyne Starling according
ably to the Statute in such case made and
provided Witness the Honorable Calvin Pease
chief Judge of our said Court at the
Court House in the Town of Marysville
this 24th Day of July 1828

Silas G. Strong Clerk
S C U C Ohio

Lyme Stalingsadm
to } Transcript
Alex. Reed

Filed June 25th 1828

Silas G. Strong
Clerk P.C.
Ohio

Recorded July 31st
in Page 56

Union Common Pleas of the Term of October 1827

Leyne Starling administrator of the Estate of Lucus Sullivant Deceased Plff
vs
Alexander Reed Defendant

Pleas Before his honor Ebenezer Lane Esq President and James Curry Robert Nelson and William Gabriel his associates at a court of Common Pleas Began and held at the Court house in the Town of Marysville in and for the County and State of Ohio on the sixth day of October in the year of our Lord one thousand Eight Hundred and twenty Seven — — Be it Remembered that heretofore to wit on the 17th Day of February in the year of our Lord one thousand Eight hundred & twenty six Leyne Starling administrator of Lucus Sullivant by James Cooley his attorney sued out of the Clerks office of this Court an writ of Summons against Alexander Reed in an action of the Covenant Broken which said Writ the Covenant then & stiff Recites in the words and figures following to wit

State of Ohio
Union County } To the Sheriff of said County Greeting
We command you to summons Alexander Reed to appear before the Honorable the Judges of our Court of Common Pleas at the Court house in Marysville forthwith to answer Leyne Starling administrator of Lucus Sullivant Deceased in a Plea of the Covenant Broken Damages $700.00 and have you then there this writ Witness the Honorable Ebenezer Lane President of our said Court of Common Pleas at the Court house in Marysville this 17th Day of February AD 1826
Attest Silas G Strong Clerk —

This Suit is Brought on an article of agreement for the Purchase of Land Dated 4th of October 1811 there appears to be Due $450.00 James Cooley atty
Served by Reading Service $0 30 A A Williams Shff

And afterwards to wit on the 20th Day of April in the
year of our Lord one thousand Eight Hundred &
twenty six the Plaintiff by James Cooley his attorney
filed herein his Declaration which said Declaration
Reads in the words and figures following to wit
Union County Court of Common Pleas of the
Term of February Eighteen Hundred and twenty six
Alexander Reed was summoned to answer unto
Lyne Starling administrator of all and singular
the goods and chattels Rights and credits which
were of Lucius Sullivant at the time of his Death
Who Died Intestate in a Plea of the Covenant
and thereof the said Line by James Cooley his attor
ney complains for that whereas heretofore to wit
on the fourth Day of October in the year Eighteen
hundred and Eleven at Union County aforesaid
by a certain agreement in writing then and
there made by and Between the said Lucius &
Alexander and Signed by the said Lucius in his
Life time And the said Alexander, The said
Lucius agreed to Sell unto the said Alexander
all that tract or Parcel of Land contained in the
following Metes and Bounds to wit Beginning
in a corner in Davis Reeds Line which corner
was formly marked for said Alexander thence
with Davis Reeds said Line to his South West cor
ner thence along Davis Reeds Back Line twenty
poles thence westerly the same course as said Reeds
Line Leaves out from the Creek untill said Line
shall intersect the back of an Entry made in the
name of Robert Reys thence southerly to the South
west corner of said Entry thence with the same Line
of said Entry Easterly to the south west corner
of a survey formerly made for Alexander
Reed thence with his Back Line to the Point of
Beginning which Metes and Bounds —

700.

Were supposed to contain between forty and Eighty
acres and the Said Alexander Reed agreed to pay
unto the Said Sullivant on or before the 1st Day
of January Eighteen hundred and fourteen the
sum of three Dollars per acre with Interest from
the date thereof for Each and Every acre contain
in the Limits aforesaid with the proviso on the
part of the Said Reed that is to Say if the quan
tity contained in the Limits aforesaid should
Exceed Eighty acres he might throw off so much
as to Reduce the quantity to Eighty acres if he
should think proper so to Do by running the lines
ty poles along Darius Reeds Back Line to a lesser
number of poles So that a Line westerly as before
Described shall reduce the quantity to Eighty
acres and the Said Sullivant agreed that on
the first Day of January aforesaid (to wit the 1st
Day of January 1824 he the Said Sullivant would
on receiving full payment as in Said agreement
stipulated Execute unto the Said Alexander
his heirs or assigns a good and sufficient General
Warranty Deed for the Land aforesaid and
the Said agreement being so made afterward
to wit on the Same fourth Day of October in the
year aforesaid at Union aforesaid in consider
ation thereof and that the Said Lucas at the Speci
Instance and Request of the Said Alexander
had then and there undertook and faithfully
promised the Said Alexander to perform and ful
fill the Said agreement in all things on his
part and behalf to be ~~fulfilled &c~~ performed &
fullfilled He the Said Alexander undertook
and then and there faithfully promised

300

the said Lucus to perform and fullfill the said a-
greement in all things on his part and behalf
to be performed and kept fulfilled and though
the said Lucus in his Life time and the said Lyn-
since the Death of the said Lucus has always
performed and fulfilled the said agreement
in all things on the part of the said Lucus to-
be performed and fulfilled and the said Lucus
was ready and willing to wit at Union afore-
said on the said first day of January 1814 to
make and Execute a General Warranty-
Deed for said Land on receiving full payment
thereof agreeably to the stipulations in said a-
greement contained and ever since until the
time of the Death of his Death and the said Lyn-
ever since the Death of the said Lucus, has been
Ready and willing and still is to Execute or cause
to be Executed a deed for said Land agreeably
to the terms of said agreement yet the said Lyn
in fact says that the said Alexander did not
nor would perform the said agreement on
his part though often Requested nor did not
nor would pay to the said Lucus on the first
Day of January 1814 or at any other time the
sum of three Dollars per acre for said Land or
any part thereof in the Life time of the said Lucus
or to the said Lyne since the Death of the said
Lucus though often Requested and the said Lyn
in fact says that the Lands in the meets and
Bounds above Described amounted to the quan-
tity of Eighty acres of which the said Alexan-
had notice to wit at Union County aforesaid
on the said first Day of January aforesaid
to the Damage of the said Lyne

To whom the administration of all and singular the goods and chattels rights and credits which were of the said Lucas at the time of his Death has by the Court of common Pleas of the County of Franklin been granted) seven Hundred Dollars and therefore he brings Suit &c and Brings hereunto Court the Letters of administration upon the goods of the said Lucas Deceased whereby it fully appears that administration as aforesaid has been granted unto the the said Lyne James Cooley atty for Pltff

And afterwards to wit on the tenth Day of November in the year of our Lord one thousand Eight hundred and twenty six the Defendant By Bell & Cox were his attorneys filed herein his Plea Which said Plea reads in the words and figures following to wit

Union Common Pleas 1826

Alexander Reed
ads
Lyne Sterling adm &c } And the said Alexander by Bell and Cox his attornies comes and Defends the Wrong and Injury When &c and says that the said agreement in writing in the said Declaration mentioned is not his Deed and of this he puts himself upon the country &c

And for further Plea in this behalf the said Alexander by Leave of the Court herefor that purpose first had and obtained according to the form of the Statute in such Case made and provided says that the said Lyne Sterling adm as aforesaid ought not to have and maintain his aforesaid action against him because he says that he the said Alexander on the first Day of January 1814 and at Divers other Days before the Commencement of this Suit, at Union County aforesaid

did tender and offer to pay the said Lucus Sullivant the said sum of three Dollars per acre with interest from the Date of the said agreement in writing if said Sullivant would make him a Deed for said Land in pursuance of his undertaking in the agreement in writing above mentioned; and that said Lucus Sullivant then and at all times since then has neglected and Refused to convey said Land to the said Alexander as he was and is bound to do by virtue of his undertaking in the agreement or writing above mentioned according to the tenor and effect of the thereof to wit at Union County aforesaid and of this he the said Alexander puts himself upon the country &c

Whereupon came the Parties and on motion it was ordered by the Court that this cause stand continued unto next term and that the Plaintiff have Leave to amend his Declaration —

(N.B The foregoing Declaration is Recorded as amended in pursuance and the above order)

And afterwards to wit on the tenth Day of February in the year of our Lord One thousand Eight hundred and Twenty Seven came again the Parties and by consent this cause was again continued unto the next term of this Court

And afterwards to wit now at this day to wit the day and year first aforesaid came the Parties by their attorneys and thereupon came a jury to wit David Wells John S Irwin Andrew Rotenhan David Gill Grant Lockwood Wm Lockie James Reed George Woodward John Kent George Munter Andrew Armand and James Snodgrass who being Elected tried and sworn well and truely to try the above cause in issue joined and a true verdict give according to Evidence And the Jurors aforesaid upon their oaths aforesaid Do Say that the Defendant hath not Broken covenant in Manner & form as charged in the

Plantiff Declaration It is thereupon considered by the Court that the Defendant go hence without Day and Recover of the Plantiff his Costs herein Expended in his behalf Fixed to Dollar and 6c

Whereupon the Plantiff by his attorney gave notice of his intention to appeal to the Superior Court next to be held in and for the County of Union

Silas G Strong Clerk

State of Ohio Union County ss

I Silas G Strong Clerk of the Court of Common Pleas in and for the County aforesaid certify the foregoing a correct Transcript from the Record of the proceedings and judgment in the above cause - In our Court of common Pleas

In Testimony Whereof I have hereunto set my hand and official Seal this 25th Day of June AD 1828

Silas G Strong Clerk
C P U C Ohio

$2.50

Supreme Court Case File
Case No. 1828-SC-0006

28-SC-6

No.

Union Common Pleas Court.

Otis Green
Plaintiff,

AGAINST

Richard Gabriel
Defendant.

Oct. 1827.
Foreclosure
Judg vs Defendt,
$145-00
In Supreme Court
July 1829. In Error
Judg vs Defendt.

Journal 1 86 Page 16 238
Record No. 1 3.6. Page 252
Ex. Doc. 1 Page 22

The J. D. Smith Co., Springfield, Ohio.

Richard Gabriel
vs } Precipe
Alex Green

Filed February 6th 1828

Silas G Strong

Union Common Pleas 1846

Richard Gabeneal
vs
Otis Green —

Scire facias on Mortgage

To the Clerk of the Court of Union County

Will you issue a scire facias on the enclosed Mortgage Executed by Otis Green to Richard Gabeneal bearing date April 16th day of April 1844 for the securing of the payment of One Hundred and twenty dollars with Interest

D S Bell &
Silas G Storey
Moses B Lewis
Attorneys for the plaintiff

Call Union Common pleas Court —

Richard Gabriel Plff

vs

Otis Green Defr

Scire Facias —

Nihil

A. D. Williams, Sheriff

mileage — 25 cts

Filed Feby 8th 1826.

Silas G. Strong Clk

The State of Ohio Union County ss

To the Sheriff Said County of Union, Greeting

Whereas on the 26th day of April in the year of our Lord one thousand Eight hundred & twenty four an Indenture was Executed Signed Sealed and Delivered by Otis Green Late of said County to Richard Gabriel which indenture Reads in the words and figures following (to wit) This Indenture Made this 26th day of April in the year of Our Lord One thousand Eight hundred and twenty four between Otis Green of the County of Union and State of Ohio of the one part and Richard Gabriel of the County and State aforesaid of the other part ~~& Richard Gabriel~~ Witnesseth that whereas said Otis Green by his bond or obligation Duly Executed Bearing date the Twenty Sixth of April 1824 and stands bounded unto the said Richard Gabriel his Executors and assigns in the sum of One hundred and twenty dollars Lawfull Money of the United States With a condition thereunder written for the payment of the sum of One hundred and twenty dollars — Current Money with Legal Interest for the same on or before the first day of October Next Ensueing the Date of these presents as by the said bond and condition may more fully appear. — Now this Indenture witnesseth that the said Otis Green in consideration of the said Debt or sum of One hundred and twenty Dollars owing to the said Richard Gabriel as aforesaid and for the better Security the payment thereof with Interest

current Money with Legal interest for the same on or before the first of October next ensuing the day of the Date of the Date of these presents according to the condition of the above in Part recited bond or obligation without any Deduction or abatement whatsoever then and from thence forth these presents and every Matter and thing therein contained shall cease and be utterly null and void any thing herein contained to the contrary thereof in any wise notwithstanding And the said Alis Green for himself his heirs Executors and administrators doth covenant promise grant and agree to and with the said R Gabriel his Executors administrators and assigns in Manner and form following that is to say that he the said Alis Green his heirs Executors and administrators or some of them shall and will will and truely pay or cause to be paid unto the said R Gabriel his Executors administrators or assigns the said sum of one hundred and twenty Dollars with Legal interest of aforesaid on the Day herein before limited for payment thereof without any Deduction or abatement whatsoever as aforesaid and that the said Granted and released premises now are and at all times from and after Default shall happen to be made of or in payment of the said sum One hundred and twenty dollars and interest as aforesaid or any part thereof shall forever be remain and continue free and clear and freely & clearly acquitted and Discharged of and from all Manner & former

and other gifts grants Grants bargains Sales Mortgages Judgements Charges or incumbrances whatsoever
hitherto Made committed done or suffered by him the said Alis Green Any that the said Ph Gabriel
his heirs and assigns shall and May from time to time and at all times after any such Defaults
shall happen to be Made in payment of the said sum of one hundred and twenty dollars and interest
as aforesaid or any part thereof peaceably and quietly have hold occupy possess and enjoy
all and singular the said premises with the appurtenances and every part and parcel thereof
without the Let hinderance Molestation interruption or Disturbance of him the said Alis Green
his heirs or assigns or of any other person or persons Lawfully Claiming or to claim by from or
under him them or any of them and further that that he the said Alis Green his heirs and assigns all
and all and every other person or persons having or Lawfully Claiming any Estate right title in
and all and every other person or persons having or Lawfully Claiming any Estate right title in
or of or in the said hereby granted and released premises or any part thereof shall and
will at any time or times after such Default Made in payment of aforesaid Make and
Execute Do and Suffer all such further and other acts Matters things Devises and assurances
in the Law whatever for the further and better conveying and assuring of all and singular the
Primises with the appurtenances hereby granted unto him the said Ph Gabriel his heirs

and assigns to the only proper use and behoof of the said R Gabriel his heirs and assigns forever absolutely freed and Discharged of and from the proviso or condition herein before contained and of and from all Equity of redemption by virtue or colour thereof according to the true intent and meaning of these presents of by the said R Gabriel his heirs or assigns or their counsel Learned in the Law shall be reasonably advised devised or required and Lastly it is covenanted and agreed upon by and between both the said parties to these presents and it it is hereby Declared to be the true intent and meaning hereof and of the parties hereunto that untill Default shall be made in payment of the said sum of one hundred and twenty dollars and Legal Interest for the same as aforesaid according to the true above Limited for the payment thereof it shall and may be lawfull to and for the said Otis Green his heirs and assigns Peaceably and quietly to have hold occupy possess and Enjoy all and singular the said premises above granted and released and every part thereof with the appurtenances and to have receive and take the rents issues and profits thereof to his and their one particular use and benefit any thing herein contained to the contrary thereof in any wise Notwithstanding In witness whereof I hereunto set my hand and seal the day and year above written Otis Green

Attest John Reed
William Gobert

current Money with Legal interest for the same on or before the first of october next ensuing the day of the Date of the Date of these presents according to the condition of the above in Part recited bond or obligation without any Deduction or abatement whatsoever then and from thence forth these presents and every Matter and thing therein contained shall cease and be utterly null and void any thing herein contained to the contrary thereof in any wise notwithstanding And the said Alis Green for himself his heirs Executors and administrators Doth covenant promise grant and agree to and with the said R Gabriel his Executors administrators and assigns in Manner and form following that is to say that he the said Alis Green his heirs Executors and administrators or some of them shall and will will and truely pay or cause to be paid unto the said R Gabriel his Executors administrators or assigns the said sum of one hundred and twenty Dollars with Legal interest of aforesaid on the Day herein before limited for payment thereof without any Deduction or abatement whatsoever as aforesaid and that the said Granted and released premises now are and at all times from and after Default shall happen to be made of or in payment of the said sum One hundred and twenty dollars and interest as aforesaid or any part thereof shall forever be remain and continue free and clear and freely & clearly acquitted and Discharged of and from all Manner & former

to the said Richard Gabriel ~~as aforesaid~~ his heirs Executors administrators and assigns according to the condition of the said Bond and also in consideration of the further sum of one Dollar Current Money of the United State to him the said Otis Green by the said Richard Gabriel in hand well and truly Paid at or before the Sealing and Delivery of these presents the receipt Whereof the said Otis Green Doth hereby acknowledge hath Granted Bargained Sold released and confirmed and by these presents doth grant bargain Sell release and confirm Unto the said R Gabriel and to his heirs and assigns all that tract of Land Lying and being in the county of Union and State of Ohio containing one fourth of an acre Known & Designated upon the Plat of Said Town of Millford by Lot No. twenty seven to which town Plat reference is had for a further Description also a fraction of Land Known by the Spring Lot also and Lots Known and Designated by Lots No. two and three containing Eight acres More or Less To Have And To Hold the said tract of Land and every part and parcel thereof with the appurtenances thereunto belonging unto the said Richard Gabriel his heirs and assigns to the only proper use and behoof of the said R Gabriel his heirs & assigns forever and to and for No other Use intent or purpose what soever provided always and it is the true intent and meaning of these present and of the said Parties hereunto that if the said Otis Green his heirs Executors or administrators do and shall well and truely pay or cause to be paid into the said R Gabriel his Executors administrators or assigns the said full sum of One hundred and twenty dollars

to the said Otis Green if he may be found in your Bailiwick the Matters and things herein contained and that he appear before the Judges of our Court of common Pleas on the first day of our next term at the Court house in the town of Mayville in said County of Union to shew cause if any there be why the said Mortgaged Premises should not be taken in Execution and sold to satisfy the Money due and owing according to the conditions and covenants contained in said Mortgage And this he shall in no wise omit And how you then there this Writ Witness Ebenezer Lane President of our said Court of common Pleas at the Court house this 6th day of February 1826

Attest Silas G Strong Clk

Union Com. Pleas

Green
ads
Gabriel

Plea

James

Filed Nov. 10th 1826
Silas G. Strong
Clk

273
425
435
534

Otis Green
ads
Richd Gabriel

Union Common Pleas

Sci: fa:

And the said Otis Green by his attorney John H James comes and defends the wrong and injury when &c and for plea saith that the said Mortgage in the said writ of scire facias mentioned is not the deed of him the said Otis Green and of this he puts himself upon the County &c

John H James

& the plantiff doth the Like

Richd. Gabriel
vs
Executors
of Ates Green

Filed Oct 6th 1837
Silas Stearns

Wm Gabriel.
vs } Scire fa: on Mortgage.
Otis Greene

At the trial of this case in the Union Common Pleas at the October Term 1847. the ff. on the presentation of the ~~d~~ mortgage in evidence, the defendants excepted to the admission of the paper to the Jury because they claim that no seal is affixed thereunto. and insisted that it was the duty of the court alone to determine whether it was ~~or~~ was not a deed. ~~after~~ The court after inspecting the ~~deed~~ same, and finding the same to be apparently sealed, admitted said testimony and directed the jury to determine, and the court were divided and in doubt, whether the instrument had a seal. ~~this~~ To which decision the defendant further excepted, and moved the Judges to certify and seal the same

October term 1847

Esquire Prot 2nd Circuit.

James Lawrence

Wm Gabriel
Robert Nelson

R Gabriel Pfff
vs ⁞ Appeal & Bond
Otis Green Deft
Filed Octo. 30th 1827
Silas G Strong Clk

11.24 1/2
244
25
50
3.19

Know all men by these presents that we Isaiah B Heylor & Stephen McLain are held and firmly Bound unto Richard Gabriel in the Sum of Two Hundred and twenty Dollars current Money of the United States to the payment of which well and truely to make We Bind our selves our Heirs Executors and administrators Jointly and Severally firmly by these presents Sealed with our Seals and Dated this 30th day of October 1827
The condition of the above obligation is Such that Whereas Richard Gabriel Plantiff in a Suit Brought to Recover Money Secured by Mortgage by Ole Green Deft obtained a Judgement in the Court of Common Pleas of the County of Union on the 6th day of Oct 1827 against said Defendant and Whereas the aforesaid Isaiah B Heylor claims the title to the Mortgaged premises and as Defendant Gave notice of an appeal - Now if the said Defendant Does well and timely prosecute said appeal to final judgement in the Supreme Court and abide the condemnation of the Court in Case Judgement be then Entered against him then this Bond to be void Else in full force and virtue Both in Law and Equity

Isaiah B Heylor Seal

Stephen McLain Seal

indenture mentioned remains due and unpaid in whole or in part. nor is it mentioned and averred in said scire facias: that said money remained due and unpaid at the impetration of the writ:—

2. The court erred in not arresting said writing offered in evidence as a deed, and in permitting it to go to the jury for them to find whether it was a deed, when it manifestly had no seal affixed thereto; and when it was the province of the court to decide in inspection:

3. The said court further erred in rendering judgment for too large a amount for 145 Dolls when the Debt and ~~damages~~ interest in said indenture named amounted to a less sum to wit 144 $\frac{80}{100}$ Dolls—

and for these errors and for other errors manifest on the face of said record, the sd deft

Hamilton County Ohio
Thomas Gabriel Plff
vs
Samuel Sensabaugh Mary Sensabaugh Defendants
Transcript from the Court of Common Pleas
Filed December 20th 1828
Thos L Sherrard Clk
Supreme Court

prays that the judgt aforesd may be reversed, annulled and altogether held for naught, and that he may be restored to all things which he hath lost by occasion of the sd judgt.

John H James atty
for sd deft

State of Ohio }s
I allow a writ of error in this case upon the terms of the statute. July 24th 1828 C. R. Sherman
Judge Sup Court

In Nullo Est Erratum
D S Bell Atty for Defendant in error

Union County Court of Common Pleas

Richard Gabriel Plaintiff

vs

Otis Green Defendant

Scire Facias on a Mortgage

Pleas before His Honor Ebenezer Lane Esq President and James Curry Robert Nelson and William Gabriel Esquires his associates at a Court of Common Pleas begun and held at the Court House in the town of Marysville Oh and for the County of Union in the State of Ohio on the 6th day of October in the year of our Lord one thousand Eight Hundred and twenty six Be it Remembered that heretofore to wit on the Seventh Day of February in the year of our Lord one thousand Eight Hundred and twenty six Richard Gabriel by Daniel S Bell his attorney sued out of the Clerks office of our Court of Common Pleas a Writ of Scire Facias against Otis Green which said writ and the Sheriff Return Thereon in the words and figures following to wit

"The State of Ohio Union County ss

"To the Sheriff of said County of the County

Writ

"Whereas on the 26th Day of April in the year of our Lord one thousand Eight Hundred and twenty four an Indenture was Executed signed and Delivered by Otis Green Late of said County To Richard Gabriel

(214)

which indenture Reads in the words and figures following
to wit) This Indenture made this 26th day of April in
the year of our Lord one thousand Eight hundred
and twenty four between Otis Green of the County of
Union and State of Ohio of the one part and Richard
Gabriel of the County and State aforesid of the other part
Witnesseth that whereas said Otis Green by his bond or
obligation Duely Executed bearing Date the twenty sixth
of April 1824 and stands Bound unto the said Richard
Gabriel his Executors and assigns in the sum of one
hundred and twenty dollars Lawful Money of the
United States of America With a Condition thereunder
under for the payment of the sum of one hundred and
twenty Dollars Current Money with Legal Interest for
the same on or before the 1st day of October next Ensuing
the Date of these presents as by the said bond
and condition may more fully appear Now this
Indenture Witnesseth that the said Otis Green in
consideration of the said Debt or sum of One
Hundred and twenty Dollars owing to the said
Richard Gabriel as aforesaid and for the better
Security of the payment thereof with Interest the
said Richard Gabriel his heirs Executors administra
tors and assigns according to the condition of
the said Bond and also in consideration of the fur
the sum of one Dollar Current Money of the United
States to him the said Otis Green by the said Richard
Gabriel well and truely paid at and before the
Sealing and Delivery of these presents the Receipt
whereof the said Otis Green Doth hereby acke
nowledge hath Granted bargained Sold alien
released and confirmed and by these presents
Doth grant bargain sell release and confirm
unto the said R. Gabriel and unto his heirs-

and assigns all that tract of Land lying and being
in the County of Union and State of Ohio containing one
fourth of an acre and Known and Designated upon the
Plat of said Town of Millford by Lot Number twenty
Seven to which Town plat Reffirance is had for a fur
the also a fraction of Land Known by the Spring
Lot also out Lot Known and Designated by Lots
Number two and three containing Eight Acres More
or Less To Have And To Hold the said tract of Land
and every part and parcel thereof with the appurtenan-
ces thereunto belonging unto the said Rien and Gabriel —
his heirs and assigns to the only proper use benefit &
behoof of the said R Gabriel his heirs and assigns —
forever and to and for No other use intent or purpose
whatsoever provided always and it is the true intent
and meaning of these presents and of the said par-
ties hereunto that If the said Otis Green his heirs &
executors or administrators do and shall well and
truely pay or Cause to be paid unto the said R —
Gabriel his Executors administrators or assigns —
the said sum of one hundred and twenty Dollars
Current Money with Legal Interest for the same
on or before the first Day of October Next Ensu-
ing the Day of the Date of these presents according
to the Conditions of the Above in Part Recited bon
or obligation without any Deduction or abate-
ment whatsoever then and from thence forth —
these presents and every Matter and thing therein
contained shall cease and be utterly null and
void any thing herein contained to the contrary
thereof in any wise notwithstanding And the
said Otis Green for himself his heirs Executors —
and administrators or some of them shall
and assigns doth covenant promise grant
and agree to and with the said

R Gabrel his Executors administrators and assigns
in manner and form following that is to say that
He the said Otis Green his heirs Executors and ad
ministrators or some of them shall and will well
and truely pay or cause to be paid unto the said
R Gabriel his Executors administrators or assigns
the said sum of one hundred and twenty Dollars —
with Legal Interest as aforesaid on the Day here
in before limited for payment thereof without
any Deduction or abatement whatsoever as
aforesaid and that the said Grantee and release
premises now are and at all times from and after
Default shall happen to be made of or in pay
ment of the said sum of one hundred and twenty
Dollars and interest as aforesaid or any part thereof
shall forever Remain and continue free and
clear and freely and clearly acquitted and Dis
charged of and from all manner other form
and other Gift Grant bargains Sales Mortgages —
Judgments Charges or Incumbrances whatsoever
heretofore made committed done or suffered by
him the said Otis Green and that the said R Gabriel
his heirs and assigns shall and may from time to
time and at all times after any such Default —
shall happen to be made in payment of the said
sum of one hundred ~~and~~ twenty Dollars —
and Interest as aforesaid or any part thereof
peaceably and quietly have hold ~~and~~ occupy
~~and~~ possess and enjoy all and singular the said
premises ~~and every part~~ with the appurtenances
and every part and parcel thereof without the
least Hinderance Molestation interruption or
Disturbance of him the said Otis Green his heirs
or assigns or of any other person or persons

and afterwards to wit now at this Day to wit the Day
and year first herein aforesaid came the parties by
their attorneys and thereupon came a Jury to wit
David Willey James Reed William Leeper John S
Irwin George Woodward Andrew Wolverton George
Minton John Kent Israel Lockwood James Snod-
grass David Gill and Andrew Amein who being
Elected tried and sworn well and truly to try
the above cause in issue joined and a true verdict
give according to Evidence and the Jury aforesaid
upon their oaths aforesaid do say that we the Jury
do find the Mortgage in the Pleading mentioned
to be the Deed of Deft and assess the Plaintiffs Dam-
age at the sum of one hundred and forty five
Dollars it is thereupon considered by the Court that
the Plaintiff recover of the Defendant the sum of
one hundred and forty five Dollars the sum by
the Jury assessed together with his costs in this
suit expended and it is further ordered that
by the Court that a Writ of Levari Facias issue
to the sheriff of the County of Union to sell the
premises in the Pleadings mentioned to satis-
fy and pay said moneys agreeably to the
Statute in such case made and provided
Whereupon the Defendant by his Attorney gave
notice of appeal to the next Supreme Court
and filed herein his bill of Exceptions which
said Bill reads in the words and figures
following to wit

Richard Gabriel Plff } Levari Facias
vs
Alis Green Defendant }

at the trial of this cause in the Union Com
mon Pleas at the October Term 1827 the on the
presentation of the Mortgage in Evidence —
the Defendant Excepted to the admission
of the paper to the Jury because they claim that
no Seal is affixed thereunto; and insist that
it was the Duty of the Court alone to Determine
Whether it was or was not a Deed the Court —
after Inspecting the same and finding the same
to be apparently sealed admitted said testimony
and Directed the Jury to ~~find~~ Determine and
the Court were Divided and in Doubt whether
the Instrument had a seal to which the Defe
ndant Excepted and moved the Judge to certify
and seal the same Oct Term 1827

E L Lane Pres 2d Circuit

Jany Burr
William Gabriel
Robert Nelson

And afterwards to wit on the 31st day of
October in the year last aforesaid came the Defendant
and Executed a Bond in the words and figures following
said Bond Reads in the words and figures following
to wit Know all Men by these presents that we
Isaiah B Heyton & Stephen McLain are held and
firmly bound unto Richard Gabriel in the sum of two
hundred and twenty five Dollars current Money of the United
States to the payment of which well and truely to make
We Bind Ourselves our heirs Executors and administrators
jointly and severally firmly by these presents
sealed with our seals and Dated this 30th day of
October 1827 The Condition of the above obligation
is such that whereas Richard Gabriel Plaintiff in a
Suit Brought to Recover Money secured by mortgage
by obs. Gray Defendant obtained a Judgement in

Lawfully claiming or to claim by from or under
him them or any of them and further that he the
said Otis Green his heirs and assigns all and every
other person having or Lawfully claiming any
Estate right title interest of or in the said hereby
granted or Released premises or any part thereof
shall and will at any time or times after such
Default made in payment of aforesaid make Exe-
cute do and suffer all such further and other
acts matters things devises and assurances in
the Law whatever for the further and better con-
veying and assuring of all and singular the prem-
ises with the appurtenances hereby granted unto
him the said R Gabriel his heirs and assigns to
the only proper use and behoof of the said R
Gabriel his heirs and assigns forever absolutely
freed and discharged of and from the provision
or condition herein before contained and of and
from all Equity of Redemption; by virtue or ad-
ow thereof's according to the true Intent and
Meaning of these presents as by the said R Gabriel
his heirs or assigns or their Counsel Learned in
the Law shall be reasonably advised Devised or
Required and Lastly it is covenanted and agreed
upon by and between both the parties to these
presents and it is hereby Declared to be the true
Intent and meaning hereof and of the parties
hereunto that untill Default shall be made
in payment of the said sum of one hundred
and twenty Dollars and Legal Interest for the
same as aforesaid according to the tenor or
Limitation for the payment thereof it shall

be Lawfull to and for the said Otis Green his heirs and assigns peacably and quietly to have hold occupy ~~and~~ ~~Enjoy~~ possess and enjoy all and singular the said premises above granted and Released and every part thereof with the appurtenances and to have receive and take the rents issues and profits thereof to his and their own particular use and benefit any thing hereinbefore to the contrary thereof in any wise notwithstanding In Witness whereof I hereunto set my hand and seal the Day and year above written

Attest John Rees
William Gabriel Otis Green

And Whereas the foregoing Indenture was duely acknowledged before one of the associate Judges of our Court of Common Pleas as will appear by a Certificate Endorsed on the same which said Certificate Reads in the words and figures following to wit

State of Ohio Union County ss

Personally appeared before me the Subscriber one of the associate Judges of the Court of common Pleas in and for said County the above signer Otis Green who acknowledges the above signing and sealing of the above Indenture for the purposes therein specified Given under my hand and seal this 27th day of April AD 1822

William Gabriel Judge

And Whereas it appears that the foregoing indenture was made a matter of Record in the Recorders office of our said County by the Certificate of the Recorder

Which said certificate reads as follows to wit
Union County Recorder's office The above and
foregoing Deed was filed in this Office Oct.
26th and Recorded Oct. 27th 1824 In Book 1
page 356 to 60 Inclusive S. G. Strong Rec. U.C.

And Whereas Default has been made in
the payment of the said sum of one hun-
dred and twenty Dollars together with the
Legal interest thereof; Now these are to com-
=mand you that by two good and Lawfull
men of the County of Union you make know
to the said Ole Green if he may be found
in your bailiwick the matter and things
herein contained and that he appear before
the Judges of our Court of common Pleas on
the 3d day of our next term at the Court house
in the town of Marysville in said County of
Union to shew cause if any there be why the
said Mortgaged premises should not be taken
in Execution and sold to satisfy the Monies Due
and owing according to the conditions and
covenants contained in said Mortgage And this
he shall in no wise omit and have you then
there this writ Witness Lebenezer Lane President
of our said Court of common Pleas at the
Court house this 6th day of February 1826

Attest Silas G. Strong Clerk

Seal

Recd — Nihil A. A. Williams Sheriff
February 7th 1826

And afterwards to wit on the Sixteenth day of February in the year of our Lord one thousand Eight hundred and twenty six Came the Plaintiff and on motion an alias was awarded and this Cause continued; And afterwards to wit on the 25 Day of February In the year 1826 in pursuance of the foregoing order an alias Scire Facias was issued which said Writ ~~with~~ Reads in the words and figures as herein before written and the return made on said writ by the Sheriff of the county of Union made on the 1st Day of November in the year aforesaid in the words as herein aforesaid And thereupon Came the Parties & the Defendant by John H James his attorney filed herein his Plea which said Plea reads in the words and figures following that is to say

Union Common Plea

Otis Green
adt
Richard Gabriel

Scire Facias

And the said Otis Green by his attorney John H James comes and Defends the wrong & Injury when &c and for Plea saith that the said Mortgage in the said writ of Scire Facias mentioned is not the Deed of him the said Otis Green and of this he puts himself upon the country and the Plaintiff Doth the Like John H James atty and thereupon by consent of parties the Cause was continued until Next term And afterwards to wit on the 8th Day of February in the year of our Lord 1827 Came again the Parties and this Cause was by consent again continued

The court of common Pleas of the county of Union on the 6th day of October 1827 against said Defendant an Whereof the aforesaid Sarah B Heyton claims the title to the Mortgaged premises and as Defendant gives no tice of an appeal Now If the said Defendant Dorsey will and truly prosecute said appeal to final judgment in the Supreme court and abide the condemnation of the court In case judgment be there entered against him then this bond to be void Else in full force and virtues both in Law and Equity

Sarah B Heyton Seal
Stephen McLean Seal

State of Ohio
Union County } I Silas G Strong Clerk of the court of common Pleas of the County of Union certify that the foregoing is a true transcript of the Process Record & Judgment & Bill of Exceptions which were had in the above cause in our said court and also the copy of the appeal Bond taken and filed in the Clerks office of this court in Due time

In Testimony Whereof I have hereunto set my hand and official Seal this 28th Day of Dec 1827

Silas G Strong Clerk

State of Ohio
Union county

And afterwards at this day to wit 23 July 1828. comes the Deft by his attorney John H James and prays the allowance of a writ of error to reverse the proceeding in said cause for the errors apparent in said record and according to the statute in such case made and provided - he assigns for error these causes:-

1. There is no declaration setting forth the plfs cause of action, and averring that the money and interest in said

Otes Green
vs } Writ of Error
Richard Gabriel

In pursuance of the
command of the within
writ I herewith attach
a Transcript of the Record
of proceedings and Judgement
in the within mentioned
cause - Which Records
in the terms and fey
ures following -

~~Silas G Strong~~

Filed July 25th 1828
Silas G Strong Clk
S C Olcott

State of Ohio Union County ss

To the President and associate Judges of the court of Common Pleas of Union County greeting —

Whereas in the record and Process and also in the rendition of Judgement in a certain Suit, which was in the said court Between Richard Gabriel Plantiff and Otis Green Defendant Manifest Error ~~has~~ Intervened as it is said to the great Damage of the said Otis Green as by his complaint we are informed, — And We Being Willing that the Error aforesaid (if any there be) be corrected and full and Speedy Justice be Done in this behalf to the said Parties command you that the record Process and ~~pro~~ ~~ceedings~~ Judgement aforesaid and all things touching the Same Under your Seal Distinctly and Plainly you send to the Judges of the Supreme Court of Ohio in the County of Union on the 1st Day of our next court so that the Judgment aforesaid Being inspected may further for correcting the Error aforesaid. Do that which is Right and according to Law ought to be Done Witness the Honorable Calvin Pease Chief Judge of our said Supreme Court the 24th Day of July Anno Domini 1828

Silas G Strong —

Gabriel } appraisers
& Green

Lima July 30th 1828

Silas G Strong

We the undersigned freeholders of Union County being called upon by the Sheriff of Union County to appraise the following described property after being sworn ~~to~~ appraise it as follows ~~that~~ parcel of Land designated & known as the Spring Lot adjoining the town of Milford Union Co. at the forty Dollars Lot No 27 in the town of Milford at three hundred Dollars that parcel of Land known as out Lot No 2 at thirty Dollars & that Lot known as out Lot No 3 at twenty seven Dollars

Milford July 29 1828 Rufus P. Mann Sg

James Riddle (Seal)
George Reed (Seal)
Calvin Wright (Seal)
John Mitchell (Seal)

Ote Greeys
y Y Ing Enrar
Ricardo Gabrie
Superciales

Filia Sept 20 = 1828

Su

Sirvan de Acadeg
Servicio 35 66 Milag 2566
dpto 15 = 1828 Giorg Mongoa
Dep. Stff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you that you from all further proceedings on a Judgment of the Court of Common Pleas of Union County obtained at Union County Court of Common Pleas on the 6th Day of October 1827 by Richard Gabriel against Otis Green for the Sum of One hundred and forty five Dollars and twenty six Dollars and Eighteen cents Costs You altogether suspend the said Judgment before the Supreme Judges of Ohio at Mansfield in the County of Union for Cause of Error in the Same to be Corrected on the Humble petition of the Said Otis Green to the Judges of Our Court aforesaid We have caused to come the the Said Otis Green having Given Security to prosecute with effect And in Case the Judgment aforesaid shall be affirmed to pay & to satisfy the Same and Such Damages and Costs as shall be awarded ~~to the said Richard Gabriel~~ against him We also command you to Give notice to the Said Richard Gabriel that he be for the Judges of the Said Supreme Court at the next Court to be holden at the Court house in the Town of Mansfield then and there to have a rehearing of the whole Matter in the Judgment aforesaid contained And have then and there this Writ

Witness the Honorable Calvin Pease Chief Justice of Our Said Supreme Court at the Court house in Mansfield the 15th Day of Sept 1828

Silas G Strong Clerk
S C C Ohio

Otis Grow Pltff
vs Citation
Richard Gabriel
In Error

By leave of the court this 25 July 1839 Geo. Snodgrass late deputy sheriff of the the then sheriff at Milwaukee of the county of Milwaukee makes return of this citation that the same was duly served by him on defendant Gabriel prior to the month of November 1838.

George Snodgrass
Dep Shff

Service .. 3½ cts

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas a Judgement has been heretofore obtained in the Court of common Pleas of the county of Union By Richard Gabriel against Otis Green on which Judgement a writ of Error has been allowed upon the allowance of Charles R Sherman one of the Judges of the Supreme Court of the State of Ohio and is Now pending in said Supreme Court of the County of Union In which Otis Green is Plaintiff in Error You are therefore hereby commanded to notify the said Richard Gabriel or Daniel J Bell his attorney of Record to be and appear before the Judges of our Supreme Court at the Court house in Marysville in said County of Union On the 1st Day of the next Supreme Court to be held in and County of union to hear and receive what may then & there be adjudged in the Premises

Witness the Honorable Calvin Pease Chief Judge of the Supreme Court for the State of Ohio - in and for the County of Union at Marysville this 25th Day of July 1828.

Silas J Strong Clerk
Supreme Court

Richard Gabriel Pff

vs } Mandate

Otis Green

Filed Sept 9th 1829

Silas Strong Clk

State of Ohio
Union County ss } To the Honorable the Judges of the Court of Common Pleas of the County of Union Greeting

Know Ye that at a Supreme Court began and held at Court House in the Town of Marysville in and for the County aforesaid on the 25th day of July 1839 In a certain action of Scire facias on a Mortgage Brought hither by writ of Error Between Eli Green Plaintiff in Error & Richard Gabriel Defendant in Error from your said Court A trial has been had between the Parties and the Judgement in the Court below in all things affirmed And Judgement Is in Our said Court Entered Against the Plaintiff in Error for the costs herein about the Suit by the said Defendant Gabriel Expended Therefore We command that immediately on the receipt of this you do without Delay Grant the said Richard Gabriel Execution against the Mortgaged premises of the said Eli Green Agreeably to the Statute in such case Made and provided

Witness the Honorable Calvin Pease Chief Judge of Our Supreme Court at the Court house this 8th Day of Sept 1839

Silas Strong Clerk

Mr Benjaman H Lathrop Sir you
will please to take Notice that all the Rents
~~from you are and~~ for if you owe any or all
that you owe for the Use and Occupation of Lott No
27 in the Town of Millford as well as what you owe
from the Use and Occupation of any other Lands or
property in the Town of Millford that is included
and mentioned in a Mortgage Given by Otis Green
to Richard Gabriel you are hereby Required to
pay to said Gabriel his Assigns or Order and to no other person

Millford August 10th 1842 D S Bell Attorney for
Richard Gabriel

Millford July 1st 1826

Know all men by these presents that I Richard Gabel of the County of Union and State of Ohio have this day Leased unto Benjamin D. Lathrop of the County aforesaid the Dwelling house Lott in the Town of Millford where he said Lathrop now resides for the Term of three Month next Ensuing, this date for the Consideration of two dollars to me in hand paid

Richard Gabriel (Seal)

Test
D. S. Bell

Gabriel
vs } Summons } Transcript
Green

Filed Sept 9th 1829

Silas G Strong Clk

1830

State of Ohio Union County }

Union Supreme Court July Term 1829

Otis Green Pltff }
vs } Scire facias on Mortgage } Pleas before the Honorable Joshua
Richard Gabriel Deft } Collet and Gustavus Swan Esq^rs
Judges of the Supreme Court of the State of Ohio - at a
Court began and held at the Court House in the Town of
Marysville In and for the County of Union on the 25th day
of July in the year of our Lord one thousand Eight Hun-
dred and Twenty Nine

Be it Remembered that on the 24th Day
day of July ~~in~~ 1829 The Plaintiff Otis Green Sued out on the
allowance of Charles R Sherman one of the Supreme Court on writ
of Error in this Suit Wherein the Defendant Richard Gabriel
had Obtained a Judgment against the Said ~~Defendant~~ on
~~a Scira Facias On a Mortgage for the Sum of~~ Otis Green Who
Was Defendant in the Court Below On a Scira facias on
a Mortgage - for the Sum of One Hundred and forty five
Dollars together with his Costs - And Now at this Day to wit
the Day and year Above written This Cause Comming
on to hearing and the Court having Seen and Inspected
all Well the record proceedings and Judgement of the
Court of Common Pleas as the assignment of Errors —
are of the Opinion that there is No Error in the Said
Record and Judgement - It is therefore Considered
that the Same be in all things affirmed And also
that he Recover his Costs by him the Said Gabriel
about this Suit Expended

I Silas G Strong Clerk of the ~~Court of~~ Supreme
Court in and for the County of Oresaid hereby that the
foregoing is a Correct Summary of the proceedings
and Judgement in the above Cause
Witness My hand and official Seal
this 8th Day of Sept 1829

Silas G Strong Clerk

Transcribe

Michael Gabert } Scire facias to foreclose Mortgage
vs
Otis Green — } In the Above Case the Clerk of Union
Court of Common Pleas will Issue a Subpoena for
Hill — to testify on part of plaintiff

Bell & Conwell Attys for
plaintiff

N.B. the Christian name of the above witness is not recollected he
resides near Alexander Reed —

Gabriel
v.
Green } Bail in Error.

Know all men by these presents that we Isaiah B Keyser and Edmund Hovey, Wm W Haines are held and firmly bound unto Richard Gabriel of Union county State of Ohio in the sum of Three hundred & ninety five — Dollars for the payment of which sum to the said Richard Gabriel his heirs, administrators & assigns, the said Isaiah B Keyser and Edmund Hovey & Wm W Haines, bind themselves, their heirs executors and administrators by these presents. In witness whereof they set their hands and seals this ninth day of September 1828.

The condition of this obligation is such that whereas Otis Green has brought his writ of error in the Supreme court of Union county aps against the said Richard Gabriel, to reverse a judgment on scire facias on mortgage rendered in favour of said Gabriel against said Green, now if the said Green shall pay to said Gabriel the condemnation money and costs in case the said judgment shall be affirmed in whole or in part in the Supreme court aps then this bond to be null otherwise in force.

Test.
John H Lane

Isaiah B Keyser (Seal)
Edm Hovey (Seal)
William W Haines (Seal)

Richard Gabriel
by Z. Sill

Alis Gray

Elias Robinson

Silas Gestrong

George Snodgrass

Service on Elias Robinson and Silas Strong

Service 90
Milage 25
45

George Snodgrass
Dep Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting—

We command you to Summons Elias Robenson—
Silas G Strong and George Snodgrass to appear before
the Honorable the Judges of our supreme court at
the Court House in the Town of Marysville on the
1st Day of Our next term of said Court to testify
and the truth to say in a certain Matter of con-
troversy pending and undetermined between Rice
and Gabriel Cuff and Elis Green Deft and this they
shall in no wise omit And have you then there
this writ

Witness the Honorable Calvin Pease
Chief Judge of our Supreme Court
at the Court house this 24th Day
of April 1825

Silas G Strong Clerk

Richard Gabriel Plff

vs } Scire Facias

Otis Green Defo

Nihil

George Snodgrass Dep. Sheriff

Milage — $0.25

The State of Ohio Union County ss
To the Sheriff said County of Union Greeting
Whereof on the 26th day of April in the year of our Lord one thousand Eight hundred and
twenty five an Indenture Was Executed signed sealed and Delivered by Otis Green Late
of said County to Richard Gabriel which indenture Reads in the Words and figures following
(to wit) This Indenture made this 26th day of April in the year of our Lord one thousand Eight
hundred and twenty four between Otis Green of the County of Union and State of Ohio of
the one part and Richard Gabriel of the County and State aforesaid of the other part
Witnesseth that Whereas said Otis Green by his bond or obligation Duly Executed Bearing date
the twenty sixth of April 1824 and stands bound unto the said Richard Gabriel his Executors
and assigns in the sum of one hundred and twenty dollars Lawful money of the United
States With a condition thereunder written for the payment of the sum of one hundred and
twenty dollars current money with Legal Interest for the same on or before the first
day of October next Ensuing the Date of these presents as by the said bond and condition may more
fully appear Now this Indenture witnesseth that the said Otis Green in consideration of the
said Debt or sum of one hundred and twenty Dollars owing to the said Richard Gabriel

as aforesaid and for the better security the payment thereof With Interest to the said Richard Gabriel his heirs Executors aministrators and assigns according to the conditions of the said Bond and also in consideration of the further sum of one Dollar current money of the United States to him in hand the said Otis Green by the said Richard Gabriel in hand Well and truly Paid at or before the sealing and Delivering of these presents the Receipt Whereof the said Otis Green Doth hereby acknowledge hath Granted Bargained Sold released and confirmed and by these presents doth grant bargain sell release and confirm Unto the said Richard Gabriel and to his heirs and assigns all that tract of Land Lying and being in the County of Union and State of Ohio Containing one fourth of an acre Known and Designated upon the Plat of said Town of Millford by Lot No twenty seven to which town Plat refference is had for a further Description also a fraction of Land Known by the Spring Lot also out Lots Known and Designated by Lots No two and three containing Eight acres More or Less

To Have And To Hold the said tract of Land and Every part and parcel thereof with the appurtenances there to belonging unto the said Richard Gabriel his heirs and assigns to the only proper use and behoof of the said R Gabriel his heirs and assigns forever

and to and for no other use intent or purposes whatsoever provided always and it is
the true intent and meaning of these presents and of the said Parties hereunto that if the
said Otis Green his heirs Executors or administrators do and shall well and truly pay or
cause to be paid into the said R Gabriel his Executors administrators or assigns the
said full sum of one hundred and twenty Dollars current Money with Legal interest for the
same on or before the first of october next Enjoying the day of the Date of these presents
according to the conditions of the above in Part recited bond or obligation without any Deduction or abatement
whatsoever then and from thence fourth these presents and Every Matter - and thing therein contained
shall cease and be utterly null and void any thing herein contained to the contrary thereof in
any wise not withstanding And the said Otis Green for himself his heirs Executors and
administrators Doth covenant promise grant and agree to and with the said R Gabriel his
Executors administrators and assigns in Manner and form following that is to say that he the
said Otis Green his heirs Executors and administrators or some of them shall and will and
truly pay or cause to be paid unto the said R Gabriel his Executors administrators or assigns the said
sum of one hundred and twenty Dollars with Legal interest as aforesaid on the day herein before Limited
for payment thereof without any Deduction or abatement whatsoever as aforesaid and that the said

granted and released premises now are and at all times from and after Default shall happen
to be made of or in payment of the said Sum One hundred and twenty Dollars and Interest afore-
said or any part thereof shall forever be remain and continue free and clear and freely and clearly
acquited and Discharged of and from all manner and former and other gifts grants bargains sales
Mortgages Judgment charges or incumberances whatsoever heretofore made committed done or
suffered by him the said Otis Green and that the said R. Gabriel his heirs and assigns shall and
may from time to time and at all times after any such Default shall happen to be made
in payment of the said sum of one hundred and twenty Dollars and interest aforesaid or any
part thereof peacably and quietly have hold occupy possess and Enjoy all and singular the said
premises with the appurtenances and every part and parcel thereof without the Let hindrance
Molestation interuption or Disturbance of him the said Otis Green his heirs or assigns or of any
other person or persons Lawfully claiming or to claim by or from or under him them or any
of them and further that he the said Otis Green his heirs and assigns all and all and Every
other person or Persons having or Lawfully claiming any Estate right title interest of or in
the said hereby granted and released premises or any part thereof shall and will
at any time or times after such Default made in payment as aforesaid make and

Execute Do and suff all such further and other acts Matters things Devise assurance in
Law whatever for the further and better conveying assureing of all and singular the
Premises with the appurtenances hereby granted unto him the said R Gabriel his heirs
and assigns to the only proper use and behoof of the said R Gabriel his heirs and assigns
forever absolutely freed and Discharged of and from the proviso or condition herein before
contained and of and from all Equity of redemption by virtue or colour thereof According to the
truintent and Meaning of these presents as by the said R Gabriel his heirs or assigns or
there council Learned in the Law shall be reasonably advised advise or require and last
by it is covenanted and agreed upon by and between both the said parties by these presents
and it is hereby Declared to be the true intent and meaning hereof and of the parties
hereunto that Unless Default shall be made in payment of the said sum of one
hundred and twenty dollars and Legal Interest for the same as afore said according to the
true above Limited for the payment thereof it shall and may be lawful to and for the
said Otis Green his heirs and assigns Peaceably and quietly to have hold occupy possess
and Enjoy all and singular the said premises above granted and released and Every
part thereof with the ~~appertaining~~ appurtenances and to have receive and take the rents

issues and profits thereof to his and their sole particular use and benefits any thing herein contained to the contrary thereof in any wise Notwithstanding In Witness whereof I here-unto set my hand and seal the Day and year above written Otis Green Seal

Attest John Rees

William Gabriel

and Whereas the foregoing Indenture was Duly acknowledged before one of the Associate Judges of Our court of common Pleas as will appear by a certificate endorse on the same in the words and figures following to wit State of Ohio Union County ss Personally appeared Before me the subscriber one of the associate Juges of the court of common Pleas in and for said county the above signed Otis Green who acknowledge the above signing and sealing of the above Indenture for the Express purposes therein specified Given Under ~~hand~~ My hand and seal this 27th day of April A D 1824

William Gabriel Judge Seal

and Whereas it appears that the foregoing Indenture was made as matter of Record in the Recorders office of our said county ~~Recorders office~~ by the certificate of the Recorder which reads as follows to wit Union County Recorders office the above and foregoing Deed was filed

in this office Oct 26 and Recorded Oct 27th 1824 Book 1st page 356 To 60 inclusive

Silas G Strong Recorder U C

And whereas default has been made in the payment of the said sum of one hundred and twenty Dollars together with the Legal Interest thereof and whereas a writ of Scira facias has been from herein before issued an which said writ the Sheriff of the County of Union made the following Return to wit — vihil A A Williams sheriff Now these are to command you that by two good and Lawfull Men of the County of Union you make know to the said Otis Green if he may be found in your Bailiwick the Matter and things herein contained and that he appear the Judges of our Court of common Pleas — On the first day of our next term at the court house in the town of Marysville in said County of Union to shew cause if any then be why the said Mortgaged premises should not be taken In Execution and sold to satisfy the Money Due and owing according to the conditions and covenants contained in said Mortgage and have you then there this writ

Witness Ebenezer Lane President of our said Court of common Pleas at the Court house in Marysville this 25th day of Febrey 1826

Silas G. Strong Clk U C Ohio

Richard Gabriel
Ex } Subpoena
Otis Green

Abner Hill

Not found in the County
George Snodgrass Dep. Shff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

You are hereby commanded to Summon Abner Hill to be and appear before the Judges of our Court of Common Pleas at the Court house in the Town of Marysville on the 1st day of our next term to testify and the truth to say in a certain Matter of controversy in our Said Court Pending and undetermined Between Richard Gabriel Plantiff and Alis Green Defendant and thus he Shall in No Wise omit under the Penalty of One hundred Dollars and have you then there this writ

Witness the Honorable Ebenezer Lane Pres. of our Said Court at the Court house this 28th day of Jany 1827

Silas G Strong Clk

Richard Gabriel
vs
Seth
Otis Green

Abner Hill

Not found
Geo Snodgrass Dep.
Shff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We Command you that you summons Abner Hill to appear before the Honorable the Judges of the Court of Common Pleas of the County aforesaid at the Court House in the Town of Marysville on the 1st day of Om Next term to testify and the truth to say in a certain matter of Controversy between Richard Gabriel Pfff & Otis Green Deft and this they shall in no wise omit under the Penalty of One Hundred Dollars and have you then there this Writ

Witness Elcenza Lam President of our Court of Common Pleas at the Court House this 3d Day of Sept 1827

Silas G. Strong Clerk

Gabriel
s
Green

Precept

Gabriel
vs
Green

Union Campbell

Issue Execution

July 23d 1828

J. Parish
Atty

Gabriel
v
Green / Appraisement
of
Land

We the undersigned being called upon by the Sheriff of union County to appraise the following property to wit a fraction designated by Spring lot also House & lot No twenty seven out lots number two and three (in the Town of Milford Union Co) do appraise the same we being duly qualified) at Spring lot at twenty three dollars & sixty cents House lot No 27 at two hundred & nineteen dollars, out lot No two at twenty one dollars & sixty cents. out lot No three at nineteen dollars & twenty cents this 15th day October 1829 this being the property of Otis Green to satisfy debard Gabriel Execution.

Joseph Morse
George Dill
Andrew Hugh
Nathaniel Kacar
John Mitchell

Fees for Subpoenas — $1.25
" " for Calling Inquest & Return 1.37½
" " advertising in Paper 1.25
" " make out — — 3.87½

Geo. Langrop
Deft Atty

Richard Gabriel
vs
Otis Green

Levarifacias —

Judgment	$145.00
Clerks fees	10.94
Sheriffs fees —	2.74
Witness fees —	1.50
Docket fee —	5.00
Jury fee —	6.00
Plus Execution	35
Return & file	
	26.53
	$171.53

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at a Court of common Pleas Holden at the Court house in the Town of Marysville in the County of Union on the Sixth Day of October in the year of our Lord one thousand Eight Hundred and twenty seven a Judgement was Entered against ~~Otes~~ Green for the Sum of One hundred and forty five Dollars the amount appearing to be Due To Richard Gabriel upon a Mortgage Deed Executed by the said Otes Green to secure the payment of Money to the said Richard Gabriel Now this is to command you that you Levy the said Sum of One hundred and forty five Dollars With Legal Interest thereon from the said 6th Day of October 1828 till paid Together with the Sum of Twenty six Dollars and Eight cents costs as taxed and such costs as may accrue upon said Premises in said Mortgage Mentioned To Wit All that tract of Land Lying and being in the County of Union and State of Ohio Containing one-fourth of an acre of ground Known and Designated upon the Plat of said Town of Millford by Lot No. 27 To which Town Plat Reference is had for a further Description Also a fraction of Land Known by the Spring Lot Also one Lot Known and Designated by Lots No 2 & 3 Containing Eight acres More or Less With the appurtenances thereunto belonging — and that you Proceed the same to Sale agreeably to the Statute To Satisfy the said Richard Gabriel for the sum of $145.00. the Debt aforesaid With the interest as aforesaid Together — with the costs as aforesaid - By the said Richard Gabriel Expended in suing forth & prosecuting said Scire facias - When of the said Otes is served as appears to us of Record And of the Court Make Legal Service & Due return

Witness The Honorable Gustavus Swan President of our Court of common Pleas at the Court house in Marysville the 25th Day of July 1828

Silas G Strong Clerk

with all and Singular the hereditaments thereunto belonging or in any wise appertaining And that you Expose the Same to Sale agreeably the the form of the Statute in Such Case made and provided. To Satisfy the Said Richard Gabriel his Debt & Costs aforesaid Whereof the Said Otis Green is convict as appears to us of Record And that you have the Same before the Honorable the Judges of our Court of Common Pleas at the Court House in Maysville on the first Day of our next term To render Unto the Said Richard Gabriel $145.00 And Interest as aforesaid together with the Costs aforesaid — And have you then there this writ

Witness the Honorable Frederick Grimpky —
President of our Said Court at the Court house
in Maysville this 16th Day of Sept 1829

Silas G Strong Clerk

Richard Gabriel
vs } Levari Facias
Otis Green

Judgment	$145.00	
Int from Oct 6 1827	18.12	To Dec 2d 1829
Docket fee	10.00	
Jury fee	6.00	
Sheriff &c.	3.97	
Shff	16	
Witness fee	1.50	
Clerks fee	22.14	
Execution	00.38	
	$44.07	
Int	2.28	To Dec 2
Milage	25	
To 5 Adv 5	1.25	
To Summ Inquest & Notice	2.30	
To Advt in M.C.	2.00	
To proof of same	12½	
To Poundage on	221.79	
	4.43½	
	226.20½	
To Shff Inquest on form		
Execution Milage	.25	
To Summ Inquest	2.80	
To Advertising in paper	2.00	
To proof	12½	
To Costly & Setting up advertisement 5	2.25	
	6.1.25	

$221.77
app. 10.00
4.70
$236.57

Sold to Silas G Strong Lot No 27 for $172.00
To Silas G Strong Spring Lot for 26.00
To Nathaniel Hagar South Lot No 2 52.00
To Joseph Moore Out Lot No 3 41.00
David Sutton $291.00
Sheriff

To Inq appr 1 D. Case 5.00
by Inquest & 1/2 .50 appr
by cott 5.00

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at a Court of Common Pleas held on the 30th day of October A D 1827 in and for the County of Union Richard Gabriel obtained a Judgement against Otis Green Upon a Certain Action Brought upon a Mortgage for the Sum of One Hundred and forty five Dollars And Whereas a writ of Error has been allowed on said Judgement And Whereas the Judgement aforesaid Was Confirmed by the Supreme Court Holden in and for the County of Union on the 25th day of July 1829 And a further Judgement by the said Gabriel obtained against the said Green for his Costs in said Supreme Court in and about this Suit Expended as fully appears by a Summary Transcript filed in our Court of Common Pleas And Whereas a Special Mandate has been Sent Down from said Supreme Court requiring that our said Court Cause Execution to Issue against the Mortgaged premises to Satisfy the Judgement and Costs in this Court as well as in said Supreme Court. Now this is to Command you that you Levy the said Debt of One hundred and forty five Dollars with the Legal Interest thereon to be Computed at Six percentum per annum from the 6th Day of October 1827 until paid Together with the Sum of Forty three Dollars and Seventy Six Cents the Costs herein about this Suit by the said Richard Gabriel in this behalf Expended Upon the premises Mentioned in said Mortgage to Wit All that Tract of Land Lying and being in the County of Union and State of Ohio containing One fourth of an acre And Known and Designated Upon the plat of said Town of Millford by Lot No Twenty Seven to which Town Plat reference is had for a further Description of the same Also One fraction of Land Known by the Spring Lot Also One Lot Known and Designated by Lots Number two and three containing Eight acres More or Less —

No. None

CLERK'S OFFICE
UNION COUNTY, OHIO

Green

Plaintiff

VS.

Gabriel

Defendant

Received papers in the above entitled Case.

Date Received	Date Returned	NAME
7/10-31		Brown

Don't take this Card away. Leave in Filing Box.

This Indenture Made this 26th day of April in the year of our Lord one thousand Eight hundred and twenty four between Otis Green of the County of Union and State of Ohio of the one part and Richard Gabriel of the County and State aforesaid of the other part Witnesseth that whereas the Otis Green by his bond or obligation Duly Executed bearing Date this 26th day of April 1824 and stands bound unto the said Richard Gabriel his Executors and assigns in the sum of one hundred and twenty Dollars Lawful Money of the United States with a condition thereunder written for the payment of the sum of one hundred and twenty Dollars Current Money with Legal Interest for the same on or before the first day of October next Ensueing the Date of these presents as by the said bond and condition may manifully appear Now this Indenture Witnesseth that the said Otis Green in consideration of the said Debt or sum of one hundred and twenty Dollars owing to the said Richard Gabriel as aforesaid and for the better securing the payment thereof with interest to the said Richard Gabriel his Executors administrators and assigns according to the conditions of the said bond and also in consideration of the further sum of one dollar — current Mony of the United States to him the said Otis Green by the said Richard Gabriel in hand well and truly paid at or before the sealing and delivery of these presents the Receipt whereof the said Otis Green doth hereby acknowledge hath granted sold Released and confirmed and by these presents doth grant bargain sell Release and confirm unto the said R. Gabriel and to his heirs and assigns all that tract of Land Lying in the County of Union and State of Ohio

containing one fourth of an acre Known and Designated upon the Town Plat of the said town of Millford by Lot No. twenty seven to which town Plat reference is had for a further description also a fraction of Land known by the Spring Lot also out Lots Known and designated by Lots no two and three containing Eight acres More or Less To Have and To Hold the said tract of Land and every part and parcel thereof with the appurtenances thereunto belonging unto the said Richard Gabriel his heirs and assigns to the only proper use and behoof of the said R. Gabriel his heirs and assigns forever and to and for no other use and intent or purpose whatever provided always and it is the true intent and meaning of these presents and of the said parties hereunto that if the said Otis Green his heirs executors or administrators do and shall well and truly pay or cause to be paid unto the said R. Gabriel his Executors administrators or assigns the said full sum of one hundred and twenty Dollars current Money with Legal interest for the same on or before the first day of October next Ensuing the Date of these presents according to the conditions of the above in part recited bond or obligation without any — Deduction or abatement whatsoever then and from then fourth these presents and every Matter and thing therein contained shall cease and be null and void any thing herein contained to the contrary thereof in any wise — notwithstanding and the said Otis Green for himself his heirs and Executors and administrators doth covenant promise and ~~agree~~ grant and agree to and with the said R. Gabriel his Executors administrators and assigns In Manner and form following that is to say that he the said Otis Green his heirs Executors

and administrators or some of them shall and will
and truly pay or cause to be paid unto the said R. Gabriel
his Executors administrators or assigns the said sum
of one hundred and twenty Dollars with Legal interest
as aforesaid on the day herein before limited for the —
payment thereof without any Deduction or abatement thereof
whatsoever as aforesaid and that the said granted and
released premises now are and at all times from and after
the Defalcation shall happen to be made of or in
payment of the said sum of one hundred and twenty
Dollars and interest as aforesaid of any part thereof shall
forever Remain and continue free and clear and freely
and clearly acquited and discharged of and from all
manner of former and other gifts grants bargains sales
mortgages Judgments charges or incumberances whatsoever
heretofore made committed done or suffered by him the
said Otis Green and that the said R. Gabriel his
heirs and assigns shall and may from time to time and
at all times after such Default shall happen to be made
in payment of the said sum of one hundred and twenty
Dollars and interest as aforesaid or any part thereof
peacebly and quietly have hold occupy possess and
enjoy all and singular the said premises with the —
appurtenances and every part and parcel thereof
without the least hindrance molestation interruption
or Disturbance of him the said Otis Green his heirs
or assigns or of any person or persons lawfully claiming
or to claim by from or under him them or any of them
and further the said Otis Green his heirs and assigns
and all and every other person or persons having or
lawfully claiming any Estate right title or interest of
or in the said hereby granted and bargained and
Released premises or any part thereof shall and will —

at any time or times after such Default Made in payment as aforesaid Make and Execute do and Suffer all such other and further acts Matters things — Devises and appertenances in the Law whatsoever for the further and better Conveying and assureing all and — singular the premises with the appurtenances as hereby Granted unto him the said R. Gabriel his heirs and assigns to the only proper use and behoof of him the said R Gabriel his heirs and assigns for ever absolutely free and Discharged of and from the proviso and condition herein before contained and of and from all equity of redemption by virtue or colour thereof according to the true intent and meaning of these presents as by the said R. Gabriel his heirs and assigns or his or their council Learned in the Law shall be reasonably advised Devised or required and Last by it if covenented and agreed upon by and between both the said parties thereunto that untill Default shall be made in payment of the said sum of one hundred and twenty Dollars and Legal interest for the same as aforesaid according to the time above Limited for the payment thereof it shall and may be Lawful to and for the said Otis Green his heirs and assigns peaciably and quietly to have hold occupy possess and enjoy all and singular the said premises above granted and released and every part thereof with the appurtenances and to have receive and take the rents issues and profits thereof to his and their own particular use and benefit any thing herein contained to the Contrary thereof in any wise notwithstanding —

In Witness whereof I hereby set my hand and seal this day & year above writen

Attest Jno Reed William Gabriel Otis Green

State of Ohio } Personally appeared before me the Subscriber one of the associate
Union County } Judges of the Court of Common Pleas in and for said County
the above signed Otis Green who acknowledged the signing & sealing of the above Indenture for the Express purpose therein specified given Under my hand and seal 27th day of April A D 1824 William Gabriel Judge seal

L S

I Silas G Strong Recorder for the County of Union certify that the foregoing is a true copy of the Record of a certain mortgage — Record in my office Sept 27th 1824 Attest Silas G Strong Rec

No. 28-SC-7

Union Common Pleas Court.

John Coolege Plaintiff,

AGAINST

Lyne Starling admr Defendant.

Filed Aug 26th 1826,

~~Com Pleas~~ 1828,

In Supreme Court

Aug 1831 -

No Record

Journal 1 Page 25

Record No. Page

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Union Common Pleas

John Coolidge
vs Praecipe in
Covenant
Lyman Sterling Administrator

Filed Augt 26th 1826
Silas G Strong

Originally filed in Com
-mon Pleas
Attest Silas G Strong Clerk

Filed Sept 24th 1828
Silas G Strong
Clerk S.C.

Bell & Conover Attorneys

Union Common Pleas 1826

John Coalidge
vs
Lyne Sterling Administrator
of Lemuel Sullivant Deceased

16th August 1826
S G Strong Clk
R C Cfs

Covenant Damages $500:00

Issue A summons
returnable and therein
this suit is brought
to recover $200:00 with
Interest from the 23 day
of January 1819 damages
sustained by plaintiff on
a Breach of Covenant on the
part of defendants Intestate
contained in an Article of
Agreement between plaintiff
and Defendants Intestate bearing
date 9th December 1819

Belt & Cowin Attys
for plff

~~Chapman~~ Court

John Coolidge

v.

Lyna Starling adm
of Lucius Sullivant

Transcript of
Docket & Journal Entries

Filed Sept 24th 1828
Silas G Strong Clerk

Union County Court Court of Common Pleas

First Docket Entry

John Coolidge Plff
vs } In Covenant
Lyne Starling adm^r of
Lucius Sullivant Dec^d Deft
Bell & Corwin atty for Pl^ff
1826
Summons Aug 28th

Sheriff Return
I acknowledge having been served with this Summons Oct 30th 1826
Attest A A Williams Shff

Lyne Starling adm^r

First Journal Entry Feby 10th 1827

John Coolidge Plff
vs } In Covenant
Lyne Starling adm^r of
Lucius Sullivant Dec^d Deft
Bill & Corwin
I Hulson

This Day Came the Parties and thereupon this Court order that this cause be continued

Second Docket Entry (as above)
And
Second Journal Entry
Oct 6th 1827

This day Came the Parties and by their Consent this cause is continued

Third Journal Entry
February 20th 1828

Ordered by the Court that the Plaintiff have Leave to amend Declaration on the payment of Costs since the filing thereof and that this cause be Continued

Fourth Journal Entry
Septr 18th 1828

This Day Came the Parties by their attorneys and thereupon Came a Jury to wit Alexander Cowgill Simon Gates Nathaniel Ewellson John Ashburn Nimrod Garwood John Milligan Benjamin Harrington

George Parthemore John Reed 3d Alexander Robinson Thomas Gray and Valintine F Shoop all of whom were Regularly Jurors Whereupon the Pltff became Non Suit under the Direction of the Court It is therefore Considered that the Defendant go hence without Day and Recover of the Pltff his Costs Herein in this behalf Expended Jord to $12.38½ --- Whereupo the Plantiff Gave notice of appeal. -

I Silas G Strong Clerk of the Court of Common Pleas of the County of Union Certify the foregoing a Correct Transcript of the Docket & Journal Entries in the Above Cause and that I have here With sent up to the Supreme Court the original papers filed in the Common Pleas appertaining thereunto

In Testimony Whereof I have hereunto set my hand and official Seal this 24th Day of Sept AD 1828

Silas G Strong Clerk

Shutting down
of
J. Morrison

Filed Sept 10
Sept 10th 1828
Silas G Strong
Ordinarily filed in
Common Pleas
Attest Silas G Strong Clk

Filed Sept 24th 1828
Silas G Strong Clk
S C P C

Lynde Sterling administrator of Lucas Sullivan deceased } Debt on a plea

vs

John Coolidge

the sd ~~Plaintiff~~ Defendant Lynde Sterling administrator of sd Sullivan deceased by J. Johnson his atty comes & defends the wrong & injury when &c & says that the writing obligatory in ~~Plaintiffs~~ declaration mentioned is not the deed of him the sd Lucas Sullivan deceased & of this he sd Administrator hereby prays the Country &c the Pltff doth like

Joshua Johnson for Dft

Lincoln Com. Pleas

John Coolidge
vs } Assumpsit
} Deel in Assumpsit
Lyman Sterling & Ann de

Filed 20th Feby 1828 —
Silas G. Strong
Clk.

pr Wm H Sam

Originally filed in Com
Pleas Attest S G Strong Clk

Filed Sept 24th 1828
Silas G Strong
Clk P.C.

D S Bell
M B Carleton Attys

The State of Ohio Union County Court of Common Pleas of the Term of October in the year of our Lord Eighteen hundred &-

Union County } ss

Lyne Starling Administrator of all & singular the goods Chattels Rights Credits Claims & effects which were of Lucas Sullivant late of the County of Franklin in said State deceased was summoned to answer unto John Coolidge in a Plea that he keep ~~the~~ the Covenant made by the said Lucas in his lifetime with the said John according to the force form & effect of a certain Article of agreement made between them & cause thereupon the said John by Moses B Corwin his Attorney complains for that whereas heretofore Lucas on the Twenty ~~seventh~~ day of December in the year of our Lord Eighteen hundred & Nineteen ~~twenty~~ by a certain Article of agreement made by the said Lucas in his life time & the said John signed & sealed by the said Lucas & John the date of which is on the same day & year aforesaid which said Article of agreement the said John now brings here into Court it was witnessed amongst other things that the said Lucas had sold unto the said John all that tract or parcel of Land that should remain of an Entry number three thousand one hundred & fifty seven made in the name of Joseph Davidson on the lower side of Darby Creek lying opposite the lower Corner on the Creek of said Sullivants Survey No. 2979 after deducting what might be contained in the Conveyance made by said Sullivant to William Wasson of what was called the Indian Fields in Consideration whereof the said John Coolidge agreed to pay said Sullivant as follows soon as he the said Sullivant should be prepared to make Deed of Conveyance which was supposed to be by the first day of January in the year of our Lord Eighteen hundred and twenty one (Lucas) for that part of said Decedents said Entry that lies below the Land Conveyed by said Sullivant to said Wasson as aforesaid at the rate of five Dollars per acre with Interest thereon from the seventeenth day of November one thousand

Eight hundred & Eighteen until paid and for all that part that laid above the barrenyard of aforesaid & in the Entry of aforesaid at the rate of six dollars per Acre with Interest thereon until paid to be computed from the Twenty third day of January Eighteen hundred & nineteen the said Sullivant allowing a Credit on the part above Ross's line of Two hundred Dollars with Interest thereon from the said Twenty third day of January 1819 and provided said Sullivant should be able to make a Deed of Conveyance to said Loolage earlier than the first day of January 1821 the said Loolage would then make payment of so much as he conveniently could but in case said Sullivant should not be able to make a Conveyance as early as then contemplated in consequence of being involved in law which should finally be determined against him then & in that case the said Sullivant agreed to refund the said Two hundred Dollars with Interest from the Twenty third day of January then last past until paid as by the said Article of agreement reference being thereto had will amongst other things more fully appear And altho the said John Loolage hath always from the time of making said Article of agreement hitherto well & truly performed fulfilled & kept all things in the said Article of agreement contained on his part & behalf to be performed fulfilled & kept according to the Tenor & effect true intent & meaning of the said Article of agreement Yet it ~~behoveth~~ Lineage behoveth of aforesaid yet protesting that the said Lucas Sullivant in his life time nor the said Lyne Sterling Administrator as aforesaid since the death of the said Lucas have not performed fulfilled or kept any thing in the said Article of agreement contained on their part & behalf to be fulfilled performed & kept according to the Tenor & effect true intent & meaning thereof the said John Loolage saith that the said Lucas Sullivant in his life time nor the said Lyne Sterling administrator as aforesaid since the death of the said Lucas nor either of them have made a Deed of Conveyance to the said John Loolage

at or before the first day of January 1821 nor at any time since then to all that tract or parcel of Land that remained of said Entry Number Three thousand one hundred & fifty seven made in the name of Joseph Davidson on the Lower side of Dusky Creek Beginning opposite the Lower Corner on the Creek of said Sullivants survey No 2979 after deducting what might be contained in the Conveyance made by said Sullivant to William Woods of what is called the Indian fields nor both the said Lucas Sullivant in his lifetime nor the said Lyne Sterling administrator as aforesaid since the death of the said Lucas repunded to the said John Coolidge the said Two hundred Dollars with Interest from the Twenty third day of January Eighteen hundred & Seventeen until paid contrary to the form & effect of the said Articles of agreement and of the said covenants in that behalf made as aforesaid & so the said John Coolidge in fact saith that the said Lucas Sullivant in his life time nor the said Lyne Sterling administrator as aforesaid since the death of the said Lucas altho often requested so to do have not kept the said covenants so made by the said Lucas Sullivant in his lifetime with the said John Coolidge in manner & form aforesaid but have broken the same and to keep the same with the said John Coolidge the said Lucas Sullivant in his lifetime wholy refused & the said Lyne Sterling administrator as aforesaid since the death of the said Lucas hath hitherto wholy refused & still refuses so to do to the damage of the said John Coolidge in the sum of five hundred Dollars & therefore he brings suit &c

[redacted]

Thos B Searcy

Attys for Plff

Thirty days of Illinois

and

I do solemnly

depose

filed

Filed Feby 28th 1828

Silas G Strong

Clerk

Originally filed in
Common Pleas
Attest Silas G Strong
Clerk

Filed Sept 24th 1828

Silas G Strong
Clerk S.C.

Tyndale Stanley admr of L Lockhart

ads

3

John Cooledge

the said Stanley demurrs to

the plea of John his attorney comes & says that the said

defendant declaration the matter & allegations therein

contained are insufficient in law & that the said

plaintiff has no discretion is not bound to

answer the same & prays for want of a sufficient

declaration in the behalf & prays judgment &

his costs

J Adams & al Esq

Union Supreme Court

John Coolidge
vs
Lyne Sterling Admr &c

Assumpsit
Debt in Covenant

Filed Oct 1st 1850
Silas G. Tobey
Clk

Mars & Barnes Atty

The State of Ohio Union County Supreme Court of the Term of September in the year of our Lord Eighteen Hundred & Thirty

Union County } ss

Lyne Sterling Administrator of all & singular the goods Chattels rights Credits monies & effects which were of Lucas Sullivant late of the County of Franklin in said State deceased was summoned to answer unto John Coalidge in a Plea that he keep with him the Covenant made by the said Lucas in his life time with the said John according to the force form & effect of a certain Article of Agreement made between them he and thereupon the said John by Moses B Carmichael his Attorney complains for that whereas heretofore Lucas on the Seventeenth day of December in the year of our Lord Eighteen Hundred & nineteen by a certain Article of agreement made by the said Lucas in his lifetime & the said John signed & sealed by the said Lucas & John the date of which is on the same day & year aforesaid which said Article of agreement the said John now brings here into Court it was stipulated amongst other things that the said Lucas Sullivant had sold unto the said John Coalidge all that tract or parcel of Land that should remain of an entry number Three thousand one hundred & fifty seven made in the name of Joseph Davidson on the Lower side of Darby Creek lying opposite the Lower Corner on the Creek of said Sullivants Survey No 2979 after deducting what might be contained in the Conveyance made made by the said Sullivant to William Woods at what is called the Indian Fields in Consideration of which the said Coalidge agreed to pay said Sullivant as follows so soon as he the said Sullivant should be prepared to make a Deed of Conveyance which was supposed to be by the first day of January in the year one thousand eight Hundred & Twenty one Viz for that part of said Davidsons said Entry that layed below the Land Conveyed by said Sullivant to said Woods as aforesaid at the rate of four Dollars per acre with Interest thereon from the nineteenth day of November one thousand eight hundred & Eighteen until paid and for all that part that laid above the Conveyance aforesaid and in the Entry aforesaid at the rate of Six Dollars per acre with interest thereon until paid to be computed from the Twenty third day of January Eighteen hundred & nineteen the said Sullivant allowing a credit on the part above Woods line of Twelve hundred Dollars with interest thereon from the said Twenty third day of January 1819 and provided said Sullivant should be able to make the Deed of

Conveyance to said Coolidge earlier than the first of January 1821
the said Coolidge would then make payment of so much as he conveni-
ently could but in case said Lullivant should not be able to make a
Conveyance as early as there contemplated in consequence of being involved
in Law which should finally be determined against him then & in that case
the said Lullivant agreed to expend the Two hundred Dollars with interest
from the Twenty third day of January then last past until paid as by the
said Article of agreement relation being thereto had more fully &
at large appears - And altho the said John Coolidge hath always from
the time of making the said Article of agreement hitherto well & truly
performed fulfilled & kept all things in the said Article contained on his
part & behalf to be performed & kept according to the Tenor & effect true
intent & meaning of the said Article of agreement taint at William Lawrey
aforesaid yet protesting that the said Lucas in his lifetime nor the said Lyne
Sterling Administrator as aforesaid since the death of the said Lucas
have not performed fulfilled or kept ~~any~~ any thing in the said
Article of agreement contained on his part & behalf of the said Lucas
to be performed fulfilled & kept according to the Tenor & effect true
intent & meaning thereof the said John Coolidge in fact saith that the said Lucas
at the time of the making of the said Article of agreement was not the true
& lawful owner of any tract or parcel of Land that should answer of
an entry number Three thousand one hundred & fifty seven made in the
name of Joseph Dawson on the Lower side of Darby Creek lying opposite
the Lower corner on the Creek of said Lullivants Survey No
2979 after deducting what might be contained in a Conveyance made
by said Lullivant to William Woods at what is called the Jackson fields
Nor hath the said Lucas in his lifetime nor the said Lyne Sterling Administrator
of the said Lucas since the death of the said Lucas been
able to make to the said John Coolidge any Deed of Conveyance
to the said Tract of Land described in said Article of agreement or to any
part thereof by the first day of January 1821 Nor hath the said Lucas
in his lifetime nor the said Lyne Sterling Administrator as afore-
said since the death of the said Lucas yet been able to make a
Deed of Conveyance to the said Land mentioned in the said
Article of agreement nor to any part or parcel thereof Nor hath
the said Lucas in his lifetime or the said Lyne Sterling Administra-
tor as aforesaid since the death of the said Lucas expended
& paid the said Two hundred dollars with the interest from
the Twenty third day of January then preceding the date of the
said Article of agreement to the said John Coolidge or
any part or parcel thereof but so the said John Coolidge in fact
saith that the said Lucas in his lifetime and the said Lyne Sterling
Administrator as aforesaid since the death of the said Lucas
the Covenants & agreements in the said Article of agreement

mentioned are the part & behalf of the said Lucas to be observed performed & fulfilled with the said John Coolidge have not observed performed fulfilled or kept at the often required by the said John Coolidge so to do. but the same hath broken and the said Lucas in his life time the Covenants & agreements aforesaid with the said John Coolidge to keep hath refused and the said Lyne Stirling Administrator as aforesaid since the death of the said Lucas still doth refuse to the Damage of the said John Coolidge in the sum of five hundred Dollars & therefore he brings suit &c

Moses Bearwin
Atty for Plff

John Coolidge

vs

Lyne Starling et al

In Supreme

1831

1828.

Urbana 4th Jany 1821

Brother S. G. Strong Enclosed are the Papers in the case of Coolage vs Sterling in your Supreme Court & also an amended Declaration which you will please have the goodness to file away in great state. At the last Term of your Common Pleas I believe there was an Order for Publication in the case of Adam Hauer vs Divers of the Representatives of Henry Hauer in Chancery I believe the publication was ordered to one of the Defendants who resides in Michigan whose name I cannot recollect will you please have the goodness to make out the order of Publication & hand it forward to the Printers at Columbus I believe it is ordered to be published in the State journal for ~~thirty days & a copy~~ 3 weeks previous to your next Term perhaps you had better get Brother Chaplin to assist you in making out the Order as much brevity is now required by our Statute in such cases Amongst other things the Substance of the Bill must be stated in the Notice & the parties all correctly stated. You can inform the Printers that I apprehend the parties to the suit are good & that in such case he will get his Fees same day or other. Shortly after your next Term if publication is made in season drop me a line ~~by Brother Chaplin~~ & Let me know what are the prospects & situation in future in your County If I thought there was the remotest probability of making 5 or 10 dollars by squirming in your bailiage I would as Teague said but & die there all my days under Circuit Operation & Temporal destruction stares us glaringly in the face for hasty yours &c

S G Strong Esq

Alexander Blackburn

S. G. Strong Esq

Marysville

Union County

Ohio

Mr Chaplin

28-SC-7

No.

Union Common Pleas Court.

John Coulege Plaintiff,

AGAINST

Lyne Starling Defendant.

Aug Term 1831

Removed to the Court-

Journal 1 Page 25

Record No. Page

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

John Coolidge

vs } ~~B~~ Appeal Bond

Lynn Starling adm

Filed Sept 23d 1828

Silas G Strong

Know all Men by these presents presents that We John Coolidge and Stephen McLain are held and firmly Bound unto Lyne Starling Administrator of Lucens Sullivant Decd in the full sum of One hundred Dollars to the Payment of which Will and truely to be made we Bind our selves our heirs Executors and Administrators Jointly and Severally firmly by these presents Sealed with our Seals and Dated this 23rd Day of September A D 1828

The Conditions of the above Bond is such that Whereas in our Court of Common Pleas of the County of Union at the Sept Term 1828 Lyne Starling administrator of Lucens Sullivant Decd obtained a Judgment against the above Bound John Coolidge from which Judgment the Said John Coolidge has appealed to the Next Supreme Court to be holden in and for the County of Union - Now if the Said John Coolidge Does prosecute this appeal to final Judgment fully abide the Judgment of Said Supreme Court and pay all Condemnation Money in Case a Judgment Should thereon be Entered against him then this obligation to be void Else in full force & virtue Attest

John Coolidge Seal

Stephen McLain Seal

This Suit is Brot to Recover $200.00 with Interest from the 23d day of January 1819 Damages sustained by Plantiff on a Breach of covanent on the Part of Deft Intestate contained in an article of agreement between Plantiff & Defendant Intestate Bearing Date 7th Decr 1819

Bill & Corwin Attys for Plff

Union Cont Plea
Colin Coxedge Plff
vs
B Summons
Lewis Sterling Adm Deft
In Covenant Brch

Served -- 25
Levied -- 35
A. B. Williams
Sheriff

Original Pet & Plea
Endorsed
Attest Silas G Strong
Clk

Filed Sept 24 - 1820
Silas G Strong Clk
S G Clk

Declaration filing from term — Writ & Summons
Nov 3d 1826.
Alleging Contract

State of Ohio, Union County ss

To the Sheriff of Union County Greeting.

We command you to summons Lynn Sterling administrator of Lucus Sullivant Deceased to be and appear before the Judges of the Court of common Pleas of the County of Union at the Court house in the Town of Marysville on the first day of our next term to answer unto John Coolidge in a Plea of covenant Damages five hundred Dollars and have you then there this writ

Witness Ebenezer Lane Esq. President of our said Court at the Court house in Marysville this 28th day of Aug.st 1826

Silas G Strong Clerk

28-SC-8

No.

Union Common Pleas Court.

Henry Shover
Plaintiff,

AGAINST

Adam Shover,
Defendant.

July 1829,
Covenant,
Judg vs Deft,

Journal 1 Page 18

Record No. 1 Page 70

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Show for Midsh—
by Summary
Transcript
Shows

Filed Sept 9th 1829
Silas G Strong Clk

State of Ohio Union County } Ss

Supreme Court July Term 1829

Adam Show for use of
George Miraskas Pltff
vs
Henry Show Deft

Pleas before the Honorable Joshua Collet Gustavus Swan Esq. judge of the Supreme Court of the State of Ohio At a Court Begun and held at the Court House in the Town of Marysville in & for the County of Union on the Twenty fifth day of July A D 1829

Be it Remembered that on the 24th Day of July 1829 the the Defendant by Moses B. Corson his attorney filed in the Clerks office of this Court a certified copy of the Docket and order book Entries and also the original papers upon which a Judgement of the Court of Common Pleas had been had to wit at the Sept Term 1828 to Wit on the tenth Day of Septber against said Defendant for the Sum of One Hundred and fifty three Dollars & Seventy Cents and Costs From which judgement the Defendant appealed to this Court — And afterwards to Wit on the day and year first aforesaid this Cause came on to be heard and upon the verdict of a Jury Impannaled and Sworn to try the Issue It is considered by the Court here that the Defendant Recover of the plaintiff his Costs herein about this Suit in this behalf Expended

Silas G Strong Clerk of the Supreme Court Certify that the foregoing is a correct Summary of proceedings and judgment in the above Cause

Witness my hand and the official Seal this 9th Day of Sept 1829

Silas G Strong Clk S C

Shown } Appeal Bond
vs } filed Sept
Shown } 28th 1828

Silas G Strong
Clk

Know all Men by these presents that We Henry Shover Valentine J Shover and Daniel Kent all of the County of Union are held and firmly Bound unto Adam Shover for the use of George Midschar in the full sum of Three Hundred and Seven Dollars and fifty cents The payment of which well and truly to be made We Bind our Selves our heirs Executors and administrators jointly and severally firmly by these presents Sealed with our Seals and Dated this 28th Day of September A D 1828

The Condition of this obligation is such that Whereas the above Bounden Henry Shover has taken an appeal to the Supreme Court next to be holden in and for the County of Union from a certain Judgement Entered against him In the Court of Common Pleas at the September ten A D 1828 in favor of Adam Shover for the use of George Midschar Now if the said Henry Shover Does prosecute this appeal to final Judgement in the Supreme Court and well and truly abide the Judgement and pay the Condemnation Money with all costs as well in said Supreme Court as in this Court of Common Pleas then and in that case this obligation shall be void & of None effect otherwise to Remain in full force both in Law and Equity

Henry Shover Seal

his
Daniel x Kent Seal
mark

Allen Seasly Strong

Patrick Conner

Peter Mason

Valentine J Shover Seal

Adam Shover for the use of
George Mutsler Pltff
by Z Mandale
Henry Shover Defr
Filed Sept 9th 1829
Silas C Strongbeck

State of Ohio Union County ss

To the Honorable the Judges of the Court of Common Pleas of Said County Greeting

Know ye that at a Supreme Court Begun and held at the Court House in the Town of Marysville in and for the County of Union on the 25 Day of July AD 1829 In a certain action of Covenant Between Charles McClure & Jeremiah Conover admr of Charles Andrews Decd Pltffs and Apples Eastman Admr of John Eastman defendant Brought hither from your Said Court By appeal a trial has been had between the parties and a judgment is Rendered in our Court in favour of the Said Apples Eastman admr of John Eastman for the Sum of One Hundred and fifty two Dollars & Sixty Cents together with the Costs as will in your Said Court as herein about this Suit in this behalf expended wherefore we Command that Immediately on the receipt of this you do without Delay Grant the Said Apples Eastman Execution against the Goods and Chattels &c of the Said Andrews Decd agreeably to the Statute in such case Made and provided

Witness the Honorable Calvin Pease Chief Judge of our Said Court at the Court house this 9th Day of Sept AD 1829

Attest Silas G Strong Clerk S.C.

Levied January the 29th 1830 on one cow, one heifer, one
one Bearcow — feb. 16th 1830 — Offered the above described property
at public sale — no sale for want of bidders — fee. Mileage & writ $2.10

Advertising (including printers fee 100) 1.12½

3.22½

John Owen Shff. C. C.

Henry Ahers
vs
Jr. Fa
Adam Ahers

Costs

Docket fee	$11.10
Serv. fee	6.10
Sheriff fee	3.51
Clerks fee	3.10
Clerks fee	11.52
	$33.23

Sale this week ending the 26th 1829
John Owen — Shff C.C.

State of Ohio, Union County. ss

To the Sheriff of the County of ~~Clark~~ Champaign Greeting

We command you that of the Goods and Chattles of Adam Shown Late of your Bailiwick you cause to be made the Sum of Thirty three dollars and Twenty three cents which Henry Shown Late in our Union Court of common Pleas has recovered against the said Adam Shown for his Costs in and about a certain Suit in the behalf expended whereof the said Adam Shown is convict as appears to us of record and that you have the same before the Honorable the Judges of our Court of common Pleas ~~of~~ at Mangsville on the first day day of our next term to Render unto the said Henry Shown his costs aforesaid and have then there this writ

Witness the Honorable Frederick Grimpsey President of our said Court at the Court house this 15th day of Sept. A D 1829

Teste Silas G. Strong Clerk

On Alleging to the commands of the within writ I have
publicly sold the within described property to John Wallace for the
sum of five dollars and twenty five cents—that sum being the
highest and best bid—That I could get no property as to the
residue of the writ. 31st 1830 — The money retained by me in
fees & levying — $4 12½ — part for my own fees
Mileage & writ — 1. 34½ — for Owen Sheff
per certificate — 10 — Champaign County
$2. 60

Union, Com. Pleas

Henry Shover &
vs } Ven. di
Adam Shover

Docket fee	$10.00
Sheff fee	3.51
Jury fee	6.00
Clerks fee	11.72
Witness fee	2.00
Int. from Sept 10th 1829	$33.23
Accruing costs	
Clerks	35
Sheff Champ. Co	3 22½
	36.80½

Ans. on $33.33

State of Ohio, } To the Sheriff of Champaign County Greeting
Union County ss }

We command you that you expose to sale the goods and chattels of Adam Shoop which according to our command you have taken to wit One Cow one Heifer & One bureau and which remains in your Hands unsold as you have certified to the Judge of our court, to satisfy a Judgement of our said Court rendered in favour of Henry Shoop for the sum of Thirty three Dollars and Twenty three cents together with Legal Interest thereon from the 10th Day of September 1829 untill said for costs by him the said Henry Shoop in and about this suit expended whereof the said Adam Shoop for the use of George Midschar is convict as appears to us of Record and that you have the same before the Judge of our court of Common Pleas for the county of Union on the first Day of our next Term to Render to the said Henry Shoop his costs aforesaid and have then there this writ

Witness the Honorable Frederick Grimky Esq President of our said court at the court house this 21st Day of April 1830

Silas G. Strong Clerk

Filed

34.13

Union Court Plea

Henry Shover
vs
Casa
Adam Shover

Costs

Docket fee	$10.00
Sheriff Collia fee	3.50
Jury fee	6.00
Clerk fee	12.05
Witness fee	2.00
Sheriff of Chaw County over & above all money made	58½
	$34.13½

Received Feb 1st
J B Johnson Dept
for D Witter Sheriff
Money made on the
within in full
J B Johnson Dept
for David Witter Sheriff

I have taken the following witness viz
Adam Shover
Feb 11th 1831
Costs
Witness
.50
0.34
Costs of Complainant
Defendant
Jacob Witter Sheriff
By Jonathan B Peterson Dept

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To take Adam Shiver

if he be found in your bailiwick, and him safely keep, so that you have his body before the Honorable the Judges of the Court of Common Pleas of our said County, at the Court House in Marysville, on the first day of our next Term, to render unto Henry Shiver - alias The Widow & Heirs of Henry Shiver the sum of $23.56

with legal interest thereon, from the 10th Day of day of September A. D. 1829 which Henry Shiver has lately in our said Court recovered against Adam Shiver for His costs in this behalf Expended

and have then there this writ.

WITNESS, The Honorable Frederick Gormley President of our said Court, at the Court House aforesaid, this 7th day of January A. D. 1831

Attest, Silas Strong CLERK.

February the 21 th 1831

Recid of Adam Shaver in full
for my fees fore attendey Court as
a witness in the Suit of Adam Shaver
vs Henry Shaver in Union County Court

Henry Sager

February the 22 th 1831

Received of Adam Scheer in full for my fees fore attendance Court as a Witness in the suit of Adam Schoner vs Henry Schoner in Union County Court

Christian Sager

february 22 1831

Received of adam Shover fifty cent in full for Clark proveins attenance in the suit between adam Shover, ver and henry Shover Union County Court Rosanah Shover

her
x
mark

26
31
30
30
31
30
30
210
30
286

5
31
30
31
30
20
147
3

31
30
31
31
30
25
178

February the 21st 1831

Recd of Adam Shover Six Dollars and twenty five Cents being Jury & Const. fees in the Suit of Adam Shover vs Henry Shover paid by Henry Shover Deceased in Union County Supreme Court

her
Rosanah Shover mark } Executrix

Felruary 21st 1831

This may Certifyy that Henry Shaver
told me to charge him for my attending
Court one Day in the Suit Between him
and his Son Adam in Union County
Supreme Court I did so & in Settlement
with Daniel Kent Executor of Sd Estate
I was Settled with for the same

Clark Procter

February the 21st 1831

Recd of Adam Shoder in full for my fees for attending Court as a witness ~~on a Subpoena~~ in the Suit of Adam Shoder vs Henry Shoder in Union County Court

Frederick Saj[illegible]

29-SC-1

No.

Union Common Pleas Court.

Charles McClouderoe
Plaintiff,

AGAINST

Apples Eastman
Defendant.

July 1879
Judg no Delf
$ 15 270

Supreme C

Journal 1 Page 16

Record No. 1 Page 75

Ex. Doc. 1 Page 21

THE J. D. SMITH CO., Springfield, Ohio.

Nov

Allbland
vs
Eastman

Filed Nov 23d 1826
Silas G Strong
Clk

Filed Feby 24th 1829
Silas G Strong
Clk S.C.

Illinois

Fees of Clerk $1.00

Said McClaud since the death
of said Charles now has the
said Apples paid to the said
Charles and to the said McClaud
two Dollars for each and every
acre ~~of land~~ contained in
said tract of land and
any part thereof but to pay the
same the said John in his
life time and the said ~~Apples~~
Apples since his death thereto
likewise often required so to
do both and have wholly
refused and still doth refuse
Since for the said McClaud
says the said John hath not
kept his covenant so entered
into with the said ~~John~~
Charles but has broken the
same — To the damage of
the said McClaud $400
and therefore he brings suit

By
Jones Jones
his attorney

Now the said McClaud brings here
into Court letters of administration
to the Grantee and the estate of said
Andrews by the Court of Common Pleas
of Madison County which shall
pass to this Guard to prosecute
the above suit

of a tract of Land belonging to Jeremiah
Cameron from thence running Northerly
about One hundred Poles to a
Stake then West to the tract
called the Big woods thence southerly
to the South West Corner of the tract
of Land belonging to James
Andrews thence Easterly to the
first mentioned Corner — And
no Case deviation of Land agreement
on the part of said Andrews
to sell to the said John Said tract
of Land is further by said
John agreed and the said John then
and there and thereby Covenants
with said Charles to pay him
Two Dollars per acre for each
and every acre of said tract
of land should and do
Contain — and to pay said money
~~by the~~ on the 25th day of
November 1819 — And the said
McClaud by Counsel Avers and says
that said tract of Land
So as aforesaid sold the said
John Contains a large Number
of acres towit One hundred
and twenty five acres — Yet
the said John although often
in his life time requested so to do
would not have done which has prey to
the said Charles which has prey as to the

though often alike requested but to
Pay the same the said John
in his life time and the said
Apples since the Death of
said John has wholly refused
and still doth refuse To the
Damage of said Pltff $400
$200 and therefore he sues

[illegible]
atty for Pltff

And Whereas also heretofore
to wit on the 20th day of
December in the year of our Lord
One thousand Eight hundred
and fifteen at the County of
Madison County Court at Benson County
by a certain agreement in writing
then and there
made and entered into between
the said Charles and the said
John Eastman which agreement
bears date the day and year last
aforesaid and sealed with the
respective seals of the said
John and the said Charles and now
to the Court here shown it was
witnessed to the terms and effect
following to wit that the said
Charles then and there and thereby agreed
to sell to the said John Eastman
a certain tract of Land
lying on the waters of Darby Creek
and bounded as follows to wit
Beginning at the North East Corner

and no said agreement bounds as
follows to wit beginning at the North
East Corner of a tract of Land
belonging to Jeremiah Carvers
fam then ce running northerly
about One hundred poles to a
Stake then ce west untill it comes
to the tract called the big Woods
then ce Southerly untill ~~it comes~~
to the South west Corner of the
tract belonging to said Andrews
then ce Easterly to the first named
Corner - said two Dollars per
each a one Contained in said
tract to be by said agreement
paid by the said John on
the ~~the~~ 25 the day of November
1814 - - And the said Alexander
& Carter Avery that said tract of
land Contains a large Number
of acres to wit One hundred
and twenty acres - But the said
John in his life time although
often requested so to do in his
life time did not now said
pay to the said Andrews in his
life time nor to said Alexander
& Carter since the Death of said John two
Dollars per acre for said tract
of land or any part thereof
Now has the said Applies paid to
& Alexander said Andrews or to the said Alexander
& Carter two Dollars per acre for said tract
of Land or any part thereof.

State of Ohio
Union County ss

Union County Court
of Common Pleas

On the 1st of November in the
year of our Lord one
thousand Eight hundred
and twenty six —

Ashley Eastman as administrator
of John Eastman was summoned
to answer unto Charles McClaud
& Jeremiah Carver as administrators of Charles Andrews
in a plea of Breach of Covenant
And thereupon the said McClaud
& Carver as administrators of said Andrews
complains against the said Ashley
as administrator of said John
For that whereas the said
John heretofore came on the
20th day of December in the year
of our Lord one thousand
Eight hundred and fifteen
at the County of Madison to
wit at Union County aforesaid
by his certain article of agreement
and thereby obligatory of that
Date and now to the Court here
shown the Date whereof is of the same
day and year last aforesaid
and which agreement is with
the seal of the said John sealed
thereby then and there covenanted with
the said Andrews to pay to him
two Dollars per acre for a certain
tract of Land situate lying and
being on the waters of Derby Creek

Union Com Pleas

Charles M Cloud
& Jeremiah Conover
vs
Apply Eastman

Summons —

Suit Brought to Recover ~~Twenty~~ two hundred Dollars
and Interest Due on the covenant of John Eastman
to Lewis Crosgrove Dated 20th Dec 1826

Service by Leaving a copy of
this writ at Dwelling of the
Defendant in the hands of
the Mother of Deft Act 28th
1826

Service	35
Copy	15
Mitage	55
	$1.05

George Snodgrass
Dep Shff
N C O

Filed Act 30th
1826 by Stu

Boris Parker Atty for Plff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summons Apples Eastman administrator of John Eastman Deceased to appear before the Judges of our Court of Common Pleas at the Court house in the Town of Maysville in s^d County on the first Day of our next term of said Court to answer unto Charles McClouan & Jeremiah Converse administrators of Charles Andrews Deceased in a Plea of the Covenant Damages $400.00 and ~~of~~ have you then there this writ

Witness Ebenezar Lane Esq President of our said Court at the Court house in Maysville this 30th day of Sept A D 1826

Silas G Strong Clk

Union Com. Pleas.

A. Eastman, Adm.
ads. } Demand of Oyer.

Charles McCloud,
Adm. of Andrews.

Filed February 26th
1829 Silas G Strong
Clk

Filed Feby 24th 1829
Silas G Strong
Clk Pl

Union Com. Plas.

Charles M'Cloud as Administrator of Charles Andrews

vs.

Apples Eastman, as Administrator of John Eastman

And the said Apples comes and defends the wrongs and injuries, when, &c. And prays oyer and copy of the writing obligatory in the Plaintiff's declaration mentioned, and of the letters of Administration of the said Charles M'Cloud, as administrator, &c.

S. Buck, Atty. for Deft.

of said Covenant and agreement; and the said Jeremiah Converse, at the time and place last named, positively refused to receive said money or payment, or any part of it, and then and there refused to make a deed for or to said land, and then and there gave as his reason for so refusing, that there was no deed to said Andrews, and no deed for said land and that he did not know that there ever would be a deed for said land; they, the said Apples Eastman and the said Jeremiah Converse, being at the time last aforesaid, Administrators as aforesaid: And this the said Apples Eastman is ready to verify. Whereupon he prays Judgment if the said ~~Charles Andrews~~ Charles McCloud ought to have or maintain his aforesaid action thereof against him, &c.

S. Buck,
Atty. for Deft.

Apples Eastman
admr of John East
ad
Charles McCloud
admr of Charles Andrews
Filed Oct 1st 1828
Silas Selleny

Filed Feby 24th 1829
Silas Selleny
Clk S.C.

State of Ohio, Union Com. Pleas.

Apples Eastman, as Administrator of John Eastman deceased,

vs.

Charles McCloud, as administrator of Charles Andrews deceased.

And the said Apples Eastman, for further plea in this behalf, by leave of the Court for that purpose, first had and obtained, according to the form of the Statute in such case made and provided, says that the said Charles McCloud ought not to have or maintain his action thereof aforesaid had against him, because he says, that the said John Eastman, who is deceased, did, before his death, and before the commencement of this suit, to wit, on the day of in the year of our Lord pay to said Charles Andrews in his lifetime of said Charles Andrews, one hundred dollars on said contract and agreement in said Declaration mentioned; and after the death of the said Charles Andrews and the said John Eastman to wit, on the eleventh day of April in the year of our Lord eighteen hundred and twenty six, at Madison County in the State of Ohio, the said Apples Eastman, Administrator of said John Eastman deceased, proposed and offered to pay to Jeremiah Converse, the Administrator of Charles Andrews deceased, all the balance then due on said Covenant and agreement that is in said Declaration mentioned, and take a deed for the land therein described, and so complete said agreement, and at the time and place last aforesaid, tendered to the said Converse, one hundred and seventy dollars for that purpose, and then and there proposed to pay to said Converse any further sum that might be coming and due for said land, and for the fulfilling

Charles McClouia &
J. Converse adm of
Charles Andrews Pltff
vs
~~Dock & Hoag~~
&
Asiphus Eastman adm
of John Eastman Dft

Docket & Order Book
Entries

Filed Feby 24th 1829
Silas G Strong
Clk

1.

State of Ohio Union County

Court of Common Pleas of the Term of Feby 1829

Charles McCloud & Jeremiah Converse adm^rs of Charles Andrus Plff by Dr the Covenant

Applet Castman adm^r of John Castman Defendant

Summons Octr 20th 1826

Service by leaving a copy of this Writ at the Dwelling of Defendant in the Hands of the Mother of Defendant — Oct 28th 1826 Geo^d Snodgrass — Dep^t Sheff U.C.

Novr Term 1826 Continued

Feby Term 1827 — (Feby 8th)

This cause continued by consent of Parties —

October Term To Wit Oct 6th 1827

This cause continued by consent of Parties —

February Term To Wit Feby 20th 1828

This cause continued at Plantiffs costs upon Plff's application —

Septr Term To Wit Sept 10th 1828

This cause continued at Defendants costs and the Defendant allowed to amend Notice an plea by paying costs since filing original —

February Term 1829 2d Day Tuesday Feby 20th

Charles McCloud &
Jeremiah Conover adm=
of Charles Andrews Pltff
vs
Applep Eastman adm=
of John Eastman Deft

This Day came the Parties by their atty and the Special plea

By consent of parties this Cause is submitted on the General Issue and Notice - And thereup on came a Jury to wit Daniel Allen William Lupew Benj= Hopkins Abner Chapman Stephen Dysert Thomas Gray John Prew Peyton B Smith Stephen McClain Milton Hicks John Reed and Isaac Dodd Who being Elected tried and well and truely to try the this Cause in Issue Joined & a true Verdict Give according to Evidence & the Jury afforesaid upon their oaths afforesaid Do say that the Writing obligatory in the Plantiffs declaration mentioned is not the Deed of the Said John Eastman the Intestate and upon the Set off do find for the Defendant the Sum of $133.40 It is therefore considered by the Court here that the Defendant Recover of the plantiff the Sum of One Hundred and thirty three dollars and forty cents Together with his Costs herein Expended in this behalf to be made of the Goods and Chattels of the Said Charles Andrews Which has or may come into the Hands of Said Plantiff as administrator and Remain unadministered

Whereupon the Plantiff by Oris Parker their attorney Gave notice on appeal to the Supreme Court

The Original papers as filed in this cause and sent up to the Supreme Court are as follows - Court Precipe Filed Sept 30th 1826

Summons Filed Sept 30 - 1826.

" Declaration Filed Nov 23d 1826

Plea & Notice Filed Oct 5th 1827

Demand of Oyer Filed Feby 26th 1827

Special Plea Filed Oct 16th 1828

Article of agreement Filed Feby 19th 1829

I hereby certify that the foregoing is a correct copy of the Docket and Order book Entry in this Cause and also a correct Statement of the Time of Filing the Original Papers in this Cause which Papers are herewith sent up to the Supreme Court —

Witness my hand and official seal at Marysville this 24th Day of Feby 1829

Silas Strong Clk

Union Com. Plas.

A. Eastman, Adm.
ads. Plea Trotter.

Charles McClure

Filed Oct 8th 1827

201 Silas G Strong
09
04 08 191

Filed July 24 1829

Silas G Strong
181 6 Ellis
6 201
941

J. Park ac
for Dft

Copied

to said Letters remained administrator, then and there to pay any balance that might be then due on said office Letters of said land. The Defendant will also then & there be ready & willing that said Defendant said tender and offer aforesaid were made after the date of the letters of administration said to the granted to said Defendants and to said Ellis Defendant will also at said trial produce and offer in evidence, that after the tender and offer as aforesaid and on the day said tender and offer money was made as aforesaid, that he, the Defendant then amended a deed for said land, in said Covenant and obligatory mentioned & said administrator. The Defendant will at said trial produce and offer in evidence, that said administrator after said tender were made as aforesaid and the same was refused to receive any part of the money so tendered and offered the same time when to make a deed to any part of said land, at the time when the said deed could then be made, and that said administrator then gave as their reason for so refusing to receive the money and make the Deed, that the land was sold & said Defendant be ready and willing the administrator said Plaintiff even would be a deed for said land, and also to the Defendant will plead a tender and refusal & a demand of said Deed, and a refusal of the same.

The Defendant will also offer in evidence at said trial, that said John Eastman paid one hundred dollars on said covenant and payment in said Declaration mentioned, and for said land, on the day of the date of said covenant, to wit the 20th day of December in the year eighteen hundred and sixteen, and before the commencement of this suit. This payment is

[illegible]

State of Ohio, Union County, Court of Comm. Pleas.

Apples Eastman, Administrator of John Eastman Deceased
ads.
Charles M. Cloud & Jeremiah Converse, Administrators of Charles Andrews Deceased.

And the said Apples comes and defends the force and injury, when, &c. and says that the said Plaintiff ought not to have or maintain his action aforesaid against him, by virtue of the writing obligatory aforesaid, because he says that the writing aforesaid is not the Deed of the said John Eastman. And of this he the said Apples puts himself on the Country; and the said Plaintiff likewise, &c.

J. Beech Atty. for Plfs.

Notice that the Defendant will offer in evidence, and insist on at the trial of this cause, that on the ~~month~~ day of April, in the year of our Lord eighteen hundred and twenty six, at Madison County in the State aforesaid, ~~to wit, at Union in the aforesaid~~, after the date of the letters of Administration said to have been granted to the said Plaintiff, he the said Apples Eastman Administrator of said John Eastman Deceased, prior to the commencement of this suit tendered to Jeremiah Converse then Administrator of said Charles Andrews, the balance of the money and interest then due and owing on said obligation set forth in the Declaration of said Plaintiff, for said land therein named, to wit, one hundred and seventy dollars; which this Defendant in fact saith was then more than the full amount of the balance then due and owing on said obligation for said land: and this Defendant will also prove at said trial, that he the said Defendant at the time and place last aforesaid, offered the said Converse to pay any sum that might be then due on said obligation if any more than said one hundred and seventy dollars were due on said obligation. And the Defendant will also give in evidence at the trial as aforesaid, that at the time and place said tender of said money, was as set forth, made to said Converse, he said Defendant made a like tender of said money, to wit, one hundred and seventy dollars on said obligation for said land, to Charles M. Cloud, Administrator of said Charles Andrews deceased, and offered

Received forty dollars on the within contract

December 20 1846

Twenty eight dollars on the within contract

March 8th 1843

Article of agreement
between Charles Andrews
& John Eastman
Filed Feby 19th 1829
Filed Feby 24th 1829
Silas G Strong
C.S.C.

Article of agreement between Jos Eastman and Charles Andrews of the county of madison & state of Oho witnes that the said Andrews hereby sells unto the said Eastman a certain tract or parcel of land lying on the waters of Derby creek & bounded as follows beginning at the northeast corner of a tract belonging to Jeremiah Converse gun thence runing northerly abought one hundred poles to a stake thence west untill it comes to the tract called the big meadow thence southerly untill it comes to the ~~[illegible]~~ south west corner of the tract belonging to sd Andrews thence easterly to the first mention sd corner

for which the said Eastman binds & obliges himself to pay the said Andrews two dollars pr acre to be paid November 25th 1817 which when fully paid to the said Andrews the said Andrews hereby binds and obliges himself to convey unto the said Eastman the aforesaid land with sufficient general warranty as witnes our hands and seals this 20th day of December 1816

attest Jeremiah Converse
Silas Converse

Charles Andrews (seal)

John Eastman (seal)

3 John. 146-10-203-2-207-10-266-5-78

7 DR. 130-8-370-4-761

McCloud et al &c

vs

Mandale

Eastman adm &c

Filed Sept 9th 1829

Silas Strong Clk

State of Ohio } To the Honorable the Judges of the Court
Union County ss } of Common Pleas of the County Union Greeting

Know ye that at a Supreme Court Begun and held at the Court House in the Town of Marysville in and for the County of Union on the 25th day of July AD 1829 in a certain action on the Covenant Brought Hether by appeal Between Adam Show for the use of George Midsker Plff & Henry Show Defendant from your said said Court - A trial has been had in said Court and a Judgement rendered in favour of the said Defendant Henry Show for his Costs of Suit in your said Court as herein about the Suit in this behalf Expended Wherefore We Command that Immediately on the Receipt of this You do Without Delay Grant unto the said Henry Show Execution against the said Adam Show for the use of George Midsker Agreeably to the Statute in such Case Made and provided -

Witness the Honorable Calvin Pease Chief Judge of our said Court at the Court - House in Marysville this 9th Day of Sept 1829

Silas G Strong Clerk S C

Silas Gettings Clerk of the Supreme Court in and for the County of Aroostook hereby certify the foregoing a correct summons of the proceedings and papers in the said Cause

Witness my hand and official seal this 8th day of September A.D. 1829

Silas Gettings Clerk

Charles McCloudal
adm. of Andrews Hff

vs

Summons
Garnishee

Apollos Eastman adm.
of John Eastman Dec.

Filed Sept 9th 1829

Silas Strength

1829

State of Ohio Union County ss

Supreme Court July Term 1829

Charles McCloud &
Jeremiah Converse admr of
Charles Andrews Dec^d Pltff
vs
Apples Eastman admr of
John Eastman Deft

} Pleas before the Honorable Joshua Collet & Gustavus Swan Esqr Judges of the Supreme Court of the State of Ohio At a Court Began and Held at the Court House in the Town of Marysville in and for the County of Union On the 25th Day of July AD 1829

Be it Remembered that on the 24th Day of February AD 1829 the Plantiffs herein by Oris Parrot their attorney filed in the Clerks office of this Court a certified Copy of the Docket and order book Entries and also the original papers upon which a Judgement of the Court of Common Pleas had been had From which papers & Documents so filed it appears that at the Court of Common Pleas of Union County Term AD 1829 To Wit on the 20th Day of February A Judgement was therein rendered against the plantiff for the Sum of One Hundred and thirty three Dollars and forty cents Debt Together with his costs therein about this suit Defended: From which Judgement the said Plantiffs appealed to the Court And afterwards to Wit on the Day and year aforesaid this cause came on to be heard and a Jury was Waived and the cause submitted to the Court by an agreement on files And the facts being heard the Court do find for the Defendant and assess his Damages in the action of set off to the Sum of One Hundred and fifty two Dollars and Seventy Cents And it is therefore considered by the Court that the said Defendant recover of the said plantiff the Same Sum of One Hundred and fifty two dollars and seventy Cents for his Damages aforesaid to be levied on the Goods & Chattels &c of the said Andrews Dec^d and also the Sum of Dollars and Cents for the costs of said Defendant expended in this suit

Charles McClean
Appellee Bastman

Subpoena for
~~Dania~~ Chapman
Clarke Prowse
and
John H. Norton

Served by reading
on J. H. Norton &
John Bastman
Fees — 20
Paid Potter Sheriff

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon ~~David Blackman~~ Clark W. Prover and John Corson and John H. Norton if found in your Bailiwick to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Deft in a certain matter of controversy, in our said court, pending and undetermined, between Charles McClure et al plaintiff, and Ashley Parmon et al defendant; and this they shall in no wise omit, under the penalty of $100 and have you then there this writ.

Witness. The Honorable Gustavus Swan Esquire, President of our said court, at the Court house in Marysville, this 12th day of Feby 1829

SILAS G. STRONG, Clerk.

Served on the within
mentioned David
Chapman by reading
same — 80 10
traveling fee 0 00
70

David Witter Sheriff
No. 6

W. Wilcox
vs
Chapman
Judgt.
& Attachment

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon David Chapman

to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Plff in a certain matter of controversy, in our said court, pending and undetermined, between W McBrearty Ulo plaintiff, and Ashfield Parlman et al defendant; and this they shall in no wise omit, under the penalty of and have you then there this writ.

Witness. The Honorable Gustavus Swan Esquire, President of our said court, at the Court house in Marysville, this 19th day of Feby 1819

SILAS G. STRONG, Clerk.

Sept Court 1846

Charles McClow
vs Z Duby
Appl vs Costs

Davia Chapm

Serves by reporting.
Ten. Service & return .10
mileage .60
1.70

David Witter Sheriff
M. C.

State of Ohio
Union County ss } To the Sheriff of said County Greeting
We command you to summon David Chapman if he be found in your Bailiwick to appear before the Honorable the Judge of the Supreme Court of the State of Ohio at the Court House in Marysville on the first Day of the next term of said Court to be holden in and for the County of Union to testify and the truth to say on the behalf of the Plaintiffs in a certain Suit pending & undetermined in said Court Between Charles McClure al al adm of Charles Andrews Plff and Apples Bartman Defendant and of this they shall in no wise fail under the Penalty of One hundred Dollars
And have you then there this writ
Witness the Honorable Calvin Pease —
Chief Judge of our said Court this
16th Day of Jun — 1825
Silas G Strong Clerk

Union Common
Pleas Charles McClure
et al vs
Apalus Eastmon

Free

Wilford W C O
Oct 1 1844

Geo Stuart

Geo
Postmaster
Mansfield
Ohio

Charles M Cl
and Jeremiah Conners
as administrators of
Charles Andrews
Deceased

vs

Asaph Eastman
administrator of
John Eastman

Union Case Sheet

In Covenant

Damages $400 00

Issued a Summons — Indorsed Serd
brought to U Court two hundred
Dollars and Interest due on the Covenants
of John Eastman to Jacob Andrews
Dated at Salem December 18th

Sho Clerk — Perry Pearl
September 28th 1826 atty for Pltffs

Charles McClure
vs
Subpoena
Apples Eastman

John H Norton
John Eastman
Clark Provin

Service on Clark
Provin. &
John H. Norton
John Eastman
not found in my
bailiwick.
Fees. Service 20.
Mileage 60
80 cents

David Utter Sheriff.
N. C.

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to Summon John H Norton Clarke Provin & John Eastman to appear before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court House in Marysville on the first Day of the next term of said Court to be held in and for the County of Union To testify and the truth to Say on the part of the Defendant in a certain Matter of controversy in said Court pending and undetermined between Charles McCloud al et admr of Charles Andrews Plff & Apples Eastman admr of John Eastman and of this they shall in no wise fail under the Penalty of One Hundred Dollars and how then there this writ

Witness the Honorable Calvin Pease Chief Judge of said Court at the Court House this 16th Day of June 1829

Silas G Strong Clerk

Admr of Andrews
vs
Eastman

The following facts are admitted by counsel in this cause

That said McLeland and Converse were such Admrs

That the bond was well executed by said Eastman and Andrews.

~~That the the endorsements on said bond are genuine [illegible] when made.~~

That the land described in said bond consists of 96 acres.

That on the 19th day of April 1826 said Eastman counted down to said Admr 170 dollars the amount admitted to be due on said bond and told said Admr that there was their money if they would make him a deed for the land. Admr said they would take the money and execute a deed for the land themselves, but at the same time observed that they had not the title to said land but that it was in Walter Dunn and they did not know that they should ever get the title, and so the money was not received

The said Eastman immediately left the possession of said land and has never since been in possession of the same.

At the time said money was offered as above set forth a person present observed when Admr said they would make the deed that that would not do, upon which Admr said then he might keep the money.

He said Admr had frequently before

the offer of the mining above stated, requested said Eastman to pay said money, which he did not do.

~~T.H. Cooke~~

Upon the above statement of facts the Counsel for both parties submit this cause to the Court.

The bond mentioned in pltffs declaration with the endorsements thereon is made part of this agreement, Pleadings are not waived. but this cause is submitted upon Cond. Issue & Notice.

T.H. Cooke Atty for Pltffs

John Johnson for Deft

Asiphas Eastman

vs

Charles McClouet
Jeremiah Conn —
Adm &c —

Debt — — — $152.71

Int from 25th July 1829

Docket fee —	10.00
Stiff Writs — —	4.03
Stiff Writs	1.56
Costings fee	11.50
Jury fee —	6.00
Clerks fee	16.46
	$49.55

Costs all paid in
to Clerk

Silas Patton

State of Ohio Union County ss

To the Sheriff of the County of Madison Greeting

1 We command you that of the Goods and Chattles which were of Charles Andrus Late of your Bailiwick in the Hands of Charles Mc Cloud and Jeremiah Conover Adm^rs of said Andrus you cause to be made the Sum of One hundred and fifty two dollars and Seventy cents The Damages which Aspiles Eastman Adm^r of John Eastman Late in an Court To Wit on the 25 Day of July 1829 Recovered against the said Charles Mc Cloud and Jeremiah Conover Adm^rs of the said Charles Andrus Together with the Sum of forty nine Dollars and fifty five cents his Costs herein about his Suit in this behalf Expended Whereof the said Charles Mc Cloud & Jeremiah Conover as adm^rs are convicted as appears to us of Record and that you have the Same before the Honorable the Judges of the Court of Common Pleas of our said County at the Court house in the Town of Marysville on the first Day of our next term to Render unto the said Aspiles Eastman the Sum of $152.70 and interest on the Same from the date first aforesaid Together with the Costs aforesaid and have you then there this Writ

Witness The Honorable Frederick Grimke Ky President of our said Court at the Court House this 15th Day of September AD 1829

Silas S Strong Clerk

No. 30-SC-1

Union Common Pleas Court.

Hathaway & Horney
Plaintiff,

AGAINST

James Parkhill,
Defendant.

Sept. 1829.
Judg vs Defendt,
for $53 00

Journal 1 Page 71

Record No. 2 Page 18

Ex. Doc. 1 Page 23

THE J. D. SMITH CO., Springfield, Ohio.

To the Honorable Court
of common pleas of Union
County Ohio
Deposition of Timothy Shackelford
in the suit of James Pinkhill
against Anson Howard and
Nicholas Hathaway executors
~~Came upon~~
in said Court depending

Deposition of Timothy Strickland of
Wayne Township in the county of Champaign taken on the seventeenth day of February in the year of our Lord one thousand eight hundred and twenty nine between the hours of eight and ten in the morning pursuant to the enclosed notice to be read in evidence in a cause pending in the court of Common Pleas of Union County between James Parkhill plaintiff and Eugene Howard and Nicholas Hathaway executors of David Comer deceased defendants as follows the said Timothy Strickland doth depose and say that he was at work for David Comer the year before said Comer died that they were stacking hay and hauling with the mare which the Executors of said Comer sold afterwards to James Parkhill that the said Comer told this deponent to be very careful with the said mare because she was ailing and had been for some time but said that he was in hopes that with careful usage she would live to raise him another colt this deponent further states that the said mare gave out after hauling a few loads and they turned her out that the said mare trembled badly and fell down and this deponent thought that she would not live but a few minutes this deponent further states that the said mare was not used hard at that time and further this deponent said that not

Timothy Strickland

Sworn to and subscribed before me Sylvanus Smith a justice of the peace in and for the county of Champaign the day and year first above written

Cost — 25 cts.

Union Com. Pl.

James Parkhill

vs } Debt in
} Case —

Hathaway & Barnard

Filed January 3rd
A.D. 1829 Silas G Strong

Ch R. Carman Atty

The State of Ohio Union County Court of Common Pleas of the Term of September in the year of our Lord Eighteen hundred & Twenty Eight

Union County } ss

This cause was appealed from the judgment of Elias Robinson a justice of the Peace for Union County aforesaid by Nicholas Rothacoy & Amos Bevard Executors of the last Will & Testament of David Beamer Deceased Defendants & Thereupon James Parkhill Plaintiff by Myers & Cannon his Attorney complains & for that whereas heretofore Zanit on the first day of May in the year of our Lord Eighteen hundred & Twenty eight at Union County aforesaid in consideration that the said James Parkhill at the special Instance and request of the said Nicholas & Amos Executors as aforesaid would buy of them the said Nicholas & Amos a Certain Bass Creature at & for a Certain price or sum of Money Zanit the sum of Fifty dollars to be therefore paid by him the said James Parkhill they the said Nicholas & Amos Exors as aforesaid undertook & then & there faithfully promised the said James Parkhill that the said Bass Creature was sound and the said James Parkhill avers that he confiding in the said Promise and undertaking of the said Nicholas & Amos Exors as aforesaid did afterwards Zanit on the same day & year aforesaid at the County aforesaid buy the said Bass Creature of the said Nicholas & Amos as Exors as aforesaid & then & there paid them for the same the said sum of Fifty dollars Nevertheless the said Nicholas & Amos Exors as aforesaid contriving & fraudulently intending to injure the said James Parkhill did not regard or perform their said

promise & undertakings so by them made as aforesaid but thereby craftily & subtilly deceived & defrauded the said James Parkhill in this Court that the said Horse Creature at the time of the making of the said promise & undertaking of the said Nicholas & Anson was not sound but on the contrary thereof was at that time unsound whereby the said Horse Creature became & was of no use or value to the said James Parkhill & he the said James Parkhill hath been put to great charges & expence of his money in & about the feeding keeping & taking care of the said Horse Creature in the whole amounting to a large sum of money Viz the sum of fifty dollars Viz at Union County aforesaid — and whereas also afterwards Viz on the same day & year aforesaid at the County aforesaid in consideration that the said James Parkhill at the like special instance & request of the said Nicholas & Anson Exors as aforesaid had then & there bought of them the said Nicholas & Anson Exors as aforesaid a certain other Horse Creature at & for another certain price or sum of money then & there agreed upon between him the said James Parkhill and the said Nicholas & Anson they the said Nicholas & Anson undertook & then & there promised the said James Parkhill that the said last mentioned Horse Creature at the time of the said sale thereof was sound Nevertheless the said Nicholas & Anson Exors as aforesaid contriving & fraudulently to injure the said James Parkhill in this behalf that the said last mentioned Horse Creature at the time of the said sale thereof was not sound whereby the same horse Creature then & there became & was of no use or value to the said James Parkhill & he the said James Parkhill hath been put to great charges & expence of his money in & about the keeping feeding & taking care of said Horse Creature in the whole amounting to a large sum of money Viz the sum of fifty dollars Viz at Union County aforesaid and whereas also afterwards Viz on the same day year & at the place aforesaid the said Nicholas & Anson Exors as aforesaid were indebted unto the said James Parkhill

in another sum of fifty dollars for so much money by the said James Parkhill lent & accounted paid laid out & expended to & for the use of the said Nicholas & Amsan at their special instance & request - & also in the further sum of fifty dollars for so much money by the said Nicholas & Amsan before that time had & received to & for the use of the said James Parkhill & being so indebted they the said Nicholas & Amsan Exors as aforesaid in consideration thereof afterwards Lawit on the same day & year & at the place aforesaid undertook & faithfully promised the said James Parkhill to pay him said ~~last~~ Several sums of money when they should be thereto afterwards requested Nevertheless the said Nicholas & Amsan Exors as aforesaid at the after requested the said several sums of money to pay to him the said James Parkhill have hitherto wholly refused & to pay the same or any part thereof still do refuse to the damage of the said James Parkhill in the sum of Fifty Dollars & therefore he sues &c

Moses B Cannin
Plffs Atty

Paulin
v
N. Cathan
And
A. Howard

Prayer for
Attachment
Filed Feby 12th
AD 1849

Silas Estey
Clk

James Parkill

v

Nicholas Hathaway
Anson ~~Ney~~ Howard ~~Lepre~~
of Davis Corner

The Clerk of the Court of Common Pleas will issue Subpoenas for James Wilber Sumner Payne Jonathan Cook Daniel Allen And James Coblegh as witnesses in the above cause at the next Term of the Court of Common Pleas

Marysville Feby 12th 1849 Nicholas Hathaway

Union Com: Plea

Hathaway & Howard
Exors &c
vs
James Parkill

Plea. Chaplin
Attly

Filed Feby 19th 1829
Silas G Strong
Clk

Union Com: Pleas

Nicholas Hathaway &
Anson Howard. Exrs
of David Lomer decd.
vs
James Parkill

Plea.

And the said Defts. by J. E. Chaplin their Attorney come and defend the wrong and injury when &c and say that they did not undertake and promise in manner & form as the said Plaintiff hath above thereof against them complained and of this they put themselves upon the country and the Plaintiff doth the like &c.

Jno. E. Chaplin
Defts Atty

James Parkin
vs
Nicholas Flatter
and Anson Howard
Executors of the Estate
of David Conner
Dec'd
Pltf
in an Action of
Damage of $49.87

Same	00:12½
Judt	00:25
Stat	00:10
Summons & Fees	00:38
Same & fees attend	03:50
Same for two	16
Same	00:20
Same for fine	00:28
Same	00:64
Same for one	00:12½
Same	00:15
Prontt R.	00:31½
Deposum of John Gifford	00:50
	6 60 87½

And from which judgment an appeal was taken by the Defendants and entered for trial on Day

State of Ohio Union County ss
June 26 1828 Received by request of James Parkin the Pltff A Summons was issued against Anson Howard and Nicholas Hanny as Executors on the Estate of David Conner Ded in an Action of Damage Sustained in A horse Summons directed to any Constable of Union Township in said County and returned by Samuel P Stone Constable duly Executed by request of Plaintiff A Subpoena for Joseph Renady James Wilber David Stevens Rachel Stone and Sarah Cherry to Attend as Witness in the above suit also one for John and Benjamin Park and also one for Solomon Stain and also one for Silas Petsey George Steinbaker and Johnson and A Dopposition was produced by Plaintiff sworn by John Gifford taken before Sylvan Smith Esq said Summons and subpoena and Return made Returns on the 2 Day of July AD 1828 at one Clock P M on said Day and all Returned Accordingly July 2d at one Clock P M the case being called the Parties appeared Proceed to trial and upon hearing of the Proofs and Allegation of the Parties it is considered that the Plaintiff recover of Defendants the Sum of Forty nine Dollars and Eighty seven Cents Damage and all Costs of Suit

Elias Robinson J P

Served on [redacted]
and Henry Hubbard
Elias Hathaway
Elias Robinson
Served on the above
mentioned names
by leaving this 4 day
day of September 1829
Travling fee Do. 30
Serves — 0 30
0:60
David Miller Sheriff 70
Served on:
Joseph Frazier by
leaving this 10 day Septem
1829
Serves Do. 10

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Elias Robinson Elias Hathaway Henry Hebbard & Joseph Shein to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Deft in a certain matter of controversy, in our said court, pending and undetermined, between James Barkill plaintiff, and Nicholas Hathaway & Lewis Howard defendant; and this they shall in no wise omit, under the penalty of the Law and have you then there this writ.

Witness. The Honorable Frederick Grimke Esquire, President of our said court, at the Court house in Marysville, this 4th day of Sept 1829

Attest SILAS G. STRONG, Clerk.

Union Com: Plas

Whitney & Howard
Executors &c.
vs
James Purkill

Motion for new trial

Filed Sept. 12th 1824
Silas G Strong Clk

Union Com: Pleas

Nicholas Hathaway & Anson Howard Exors &c } Motion for new Trial
vs
James Parkill

The said Defts by their Atty come and move the Court here to grant them a new Trial because they say that the verdict of the Jury rendered in the said cause is against law and evidence.

Jno. C. Chapin
Defts Atty

George Kimble
Benjamin H Lathrop
David Witter
Joseph Kenaday

Perkell
18
Hathaway & Howe
Subpoena for
Defts to Appear

Served by reading this to – George Kimble
Benjamin H Lathrop
Joseph Kenaday –

Service – 30 cents, Mileage – 60
Fees 90
50
1.40

David Witter Shff

William Gifford
John W Eaton
Sylvanus Smith
Edmon Hovey
Samuel Ruff
by reading this to them
Services 50

11 day of September 1849

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Wm Gifford John W Karson Sylvanus Smith George Kimble Benj A Patterson David Witter Joseph Kinney Samuel Reed & Edward Hoop to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Pltff in a certain matter of controversy, in our said court, pending and undetermined, between James Parkett plaintiff, and Nicholas Hathaway & Anson Howes defendant; and this they shall in no wise omit, under the penalty of one hundred dollars and have you then there this writ.

Witness. The Honorable Frederick Grimke Esquire, President of our said court, at the Court house in Marysville, this 28 day of Aug 1829

Attest

SILAS G. STRONG, Clerk.

Benjamin Sibley
Solomon Sayres
No Seal Rec'd
Thos Stockton

James Parkhill Plaintiff

vs

Aaron ~~Hathaway~~ Hager
Nicholas Hathaway } Executors of Isaac Camer deceased
Defendants

Action of damage before the court of Common pleas of Union County to commence on the 19th inst

The defendants will take notice that I shall attend to take the deposition of Timothy Stackelan on the 17th inst at the house of Lewis Smith Esq, a justice of the peace in Champaign County to be read in evidence at the trial of said cause you may attend and put interrogatories if you please

James Parkhill

February 16th 1829

agreeably to the form of the Statute in such Case made and provided

Given by the Honorable Joshua Collet Esq Chief Judge of the Court aforesaid this 22d Day of Nov 1830

Silas G Strong Clerk

Nicholas Hallman & Anson Howard vs Manuel Jans Parkill

Filed Nov 22 1830

Silas G Strong Clerk

State of Ohio
Union County } To the Judges of the court of common
Pleas of Union County Greeting

Know ye that at a Supreme court began and held at the Court House in Marysville in said county on the 20th Day of Nov 1830 In a certain Action in Case Between Nicholas Hathaway & Anson Howard Adm's of David Comer Plaintiff & James Parkill Defendant Brought hither from your Court By writ of Error a trial has been had and a Judgment Entered in our said Court in favor of the said James Parkill — against the said Nicholas Hathaway & Anson Howard Executors of David Comer for the Sum of fifty dollars the Amt of Damages laid in the Declaration of said James Parkill Plaintiff in the Court Below and Costs of Suit — And also that Whereas it appearing that there has been Error in the Court Below A Judgment has been rendered herein against said James Parkill Deft in Error for the Costs of this Writ of Error & herein &c — Wherefore We Command you that Immediately on the receipt of this you Grant unto the said Nicholas Hathaway & Anson Howard Executors Execution against the said James Parkill for the costs aforesaid and that you Grant unto James Parkill Execution against the said Nicholas Hathaway & Anson Howard for the amt of the Judgment & costs aforesaid —

James Parrill Plff

v

Hathaway et al

Served on
Benjamin Schley one
Sollomon Haynes by
leaving this 10th 1829
Serving $0. 50

David Witter Shff

State of Ohio, Union county, ss. } TO the Sheriff of said county, greeting: We command you to summon Benjamin Sibley Solomon Haney Joseph Kelsey Timothy Strickland to be and appear before the Honorable the Judges of our Court of Common Pleas, at the Court house in the town of Marysville, on the 1st day of our next term of said court, to be holden in and for the county of Union, to testify, and the truth to say in behalf of the Pltff in a certain matter of controversy, in our said court, pending and undetermined, between James Parkill plaintiff, and Nathaniel & A Howard and defendant; and this they shall in no wise omit, under the penalty of one thousand Dollars and have you then there this writ.

Witness. The Honorable Jedediah Grimsby Esquire, President of our said court, at the Court house in Marysville, this 7th Day day of Sept 1829

SILAS G. STRONG, Clerk.

James Parkill

vs Ex Fi Fa

Nich. Hathaway &

Anson Howard

Debt — — $53.15

Int Sept 11th

Docket fee — 5.00

Jury fee — — 6.00

Witness fee — 30.00

Sheriff fee — — 9.68

Clerks fee — 11.92

Justice Costs 6.61

$69.21

No Money Made Stay

by Supersedeas —

Milage — $0.30

David Miller Sheriff Ch. Co.

State of Ohio } To the Sheriff of said County Greeting
Union County } We command you that of the Goods and Chattels of Nicholas Hathaway and Anson Howard Executors of David Corner Deceased you cause to be made the sum of fifty three dollars and five cents with legal interest to be computed at six per centum per annum from the 11th Day of Sept. 1829 until paid which State in our Union Court of Common Pleas James Parkill has recovered against them. Together with the sum of Sixty nine Dollars and twenty one cents costs herein about this suit in this behalf expended Whereof the Nicholas Hathaway and Anson Howard are convicted as appears to us of Record And that you have the same before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st Day of our next term to render to the said James Parkill his Debt and costs aforesaid and have you then there this writ

Witness the Honorable Frederick Grimke President of our said Court at the Court house this 16th Day of September 1829

Silas G. Strong Clerk

No. 30-SC-1

Union Common Pleas Court.

James Parkhill
Plaintiff,

AGAINST

Nicholas Hathaway,
Defendant.

Sept - 1830,
Supreme Court, in
Error,
Judg vs Plaintiff.

Journal 1 Page 19

Record No. 1 Page 98

Ex. Doc. 1 Page 23

The J. D. Smith Co., Springfield, Ohio.

Nicholas Hathaway
& Anson Howard Plff
vs
Jesse Parkill Deft

Served on Jesse Parkill
by Reading the writ
in his presence & hear
ing and by leaving with
him a copy Jany 27th 1830

Service — —	$0 35
Copy — —	20
Mileage — —	45
	$1.00

David Weller Sheriff Mc.

Jan 27. 1830

State of Ohio
Union County ss

To the Sheriff of said County Greeting

We command you that you from all further proceedings on a Judgement of the Court of common Pleas of Union County obtained at last term by James Parkill against Nicholas Hathaway and Anson Howard for $53.65 and $69.22 costs — for altogether Superseded which Judgment be fore the Supreme Court of Ohio at Marysville in the County of Union for cause of Error in the Same to be corrected on the Humble petition of the Said Nicholas Hathaway & Anson Howard to the Judges of the Court aforesaid we have cause to Come they the Said Nicholas Hathaway and Anson Howard having Given Security to prosecute with Effect and in Case the Judgment aforesaid shall be affirmed to pay and Satisfy the Same and all Costs and damages as shall be awarded against them

We also command you to Give notice to the Said James Parkill that he be before the Judges of the Said Supreme Court at the next Court to be holden at the Court house in the Town of Marysville, Then and there to have a rehearing in the Whole Matter in the Judgement aforesaid contained And have then there this writ

Witness the Honorable Calvin Pease Chief Judge of our Said Court at the Court House in Marysville this 25th Day of January AD 1839

Silas G. Strong Clerk Supreme Court

James Parkill Plff

by

Nicholas Hathaway

and

Anson Howard Ex=

of David Comer

Transcript from

Com Pleas

Filed January 20th 1830

Silas S. Strong Clerk

1829

I allow a writ of error in this cause upon the following errors in fact and in law:—

1st. Clerk of Court.

Wm. Creighton, Jr.

Jany. 16. 1830.

Wm. Creighton Jun.

J. Court of Ohio

State of Ohio
Union County ss. And afterwards at this day, to wit, on the 8th day of January A.D. 1830, come the within named Defendants by John E. Chaplin their Atty & pray the allowance of a writ of Error and a reversal of the Judgment in the within Record containing, for the manifold and manifest Errors in said Record and, according to the form of the Statute in such case made and provided, they assign for Error the following causes, to wit.

1. The action is on the case on a warranty and will not lie against Executors, Administrators or any other persons in their representative capacity.
2. The general averment of unsoundness in the Plaintiffs in the Declaration set forth is insufficient. The particular nature of the unsoundness or disease should have been specified.
3. The Declaration is multifarious containing two causes of action that cannot be joined.
4. The action is brought against the Defendants in their representative character as Executors, and the judgment is rendered against them as individuals thereby subjecting their own private property to execution instead of that of their Testator, which is a palpable error.
5. The amount of the verdict and judgment thereon is more than the damages claimed by the Plaintiff in his Declaration, which is manifest error.

E. Thereand divers other errors. John E. Chaplin Defs Atty

And afterwards to wit now at this day to wit on the 10th day of September in the year of our Lord One thousand Eight Hundred and twenty nine came the parties by their attorney and thereupon came a Jury to wit Frederick Fagan James F. Coolidge Benj. Leyon Daniel Harris David Mitchell John F. Sallin John Barker Henry Searcy Nathaniel Ellison Andrew Armin Simeon Gates & Silas Benson who being Elected tried and sworn well and truly to try the above cause in issue joined and a true verdict give according to Evidence thereupon the Defendant by his attorney moved for Nonsuit which motion is over Ruled by the court and the Jury aforesaid upon their oaths aforesaid do say that we the Jury do find that the defendants did provide and undertake in manner & form as the plaintiffs hath above thereof complained against them — And they assess the Plaintiffs Damage by reason thereof to the sum of fifty three dollars and five cents — It is therefore considered by the court that the Plaintiff Recover of the defendants the sum of fifty three dollars and five cents Damages so assessed by the Jury together with the costs herein about the suit expended to wit to $69 — Dollars and 22 — cents thereupon the Defendant by his attorney moved for a new trial — which motion was over ruled by the court

Silas G. Strong Clerk of the Court of common Pleas in and for said County of Union County — the foregoing is a true copy of the Record proceedings & Judgment in the above cause

Witness my hand and official seal this 8th Day of January 1829

Silas G. Strong Clerk

Afterwards to wit on the same day and at the place afore said undertook and faithfully promised the said James Parkill to pay him said several sums of money when they should be thereto afterwards requested Nevertheless the said Nicholas and Anson Executors as aforesaid although often requested the said several sums of money to pay to him the said James Parkill have hitherto wholly refused and to pay the same or any part thereof still do refuse to the damage of the said James Parkill in the sum of fifty dollars and therefore he sues &c

Moses B Corwin
Pltffs Atty

And afterwards to wit on the 19th day of February in the year of our Lord one thousand eight hundred and twenty nine the defendant by Jno C Chaplin and filed in open court his plea and then upon this cause was continued until the next term which said plea reads in the words and figures following to wit Union Common Pleas

Nicholas Hathaway & Anson Howard Executors of David Lamon Decd
vs
James Parkill

And the said Deft by J. C. Chaplin their atty come and defend the wrong and injury when &c and say that they did not undertake ~~in manner~~ and promise in manner and form as the said Plaintiff hath above thereof against them ~~alledged~~ complained and of this they put themselves upon the country and the Pltff doth the like &c

Jno C Chaplin
Deft Atty

In the whole amounting to a Large Sum of Money to wit
the Sum of fifty dollars to wit at Union County aforesaid —
And Whereas also Afterwards to wit on the Same day &
year aforesaid at the county aforesaid In consideration
that the Said James Parkill at the like Special Instance
and request of the Said Nicholas & Anson Executors as
aforesaid had then and there bought of them the Said —
Nicholas and Anson Executors of aforesaid a certain
other Horse creature at and for another Certain price
or Sum of Money then and there agreed Upon between
him the Said James Parkill and the Said Nicholas &
Anson — They the Said Nicholas and Anson undertook and
then and there promised the Said James Parkill that the —
Said Last Mentioned Horse creature at the time of the Sd
Sale thereof Was Sound Never the less the Said Nicholas
and Anson Dec^d as aforesaid, contriving and fraudulently
to Impose the Said James Parkill in this to wit That the Said
Last Mentioned Horse creature at the time of the Said Sale
thereof Was not Sound Whereby the Said Horse creature
became and was of No use or value to the Said James Par
kill, and he the Said James Parkill hath been put to
great charges and Expences of his Monies in and about
the Keeping feeding and taking care of Said Horse
creature In the whole Amounting to a Large Sum of
money to wit the Sum of Fifty dollars to wit at Union
County aforesaid And Whereas also Afterwards to wit
on the Same day and year and at the place aforesaid
the Said Nicholas & Anson Executors as aforesaid
Was Indebted Unto the Said James Parkill in another
Sum of fifty dollars for So Much Money by the Sd
James Parkill Lent and advanced paid Laid out
& Expended to and for the Use of the Said Nicholas
and Anson At their Special Instance and request —
and also in the further Sum fifty dollars for So much
money by the Said Nicholas & Anson before that time
had and received to and for the Use of the Said
James parkill and being So Indebted They the —
Said Nicholas, and Anson, Executors as aforesaid —
in consideration then pd

Union County ss

This Cause was appealed from the Judgement of Elias Nelson a Justice of the peace for Union County before said by Nicholas Hathaway and Anson Howard Executors of the last will & Testament of David Comer deceased Defendants And Thereupon James Parkill by Moses Ba Brown his attorney complains for that whereas Heretofore to wit on the five day of May in the year of Our Lord Eighteen Hundred and Twenty Eight at Union County aforesaid in consideration that the said James Parkill at the special Instance and Request of the said Nicholas and Anson Executors as aforesaid would buy of them the said Nicholas and Anson a certain Horse creature at and for a certain price or sum of Money to wit the sum of fifty dollars to be therefor paid by him the said James Parkill They the said Nicholas & Anson Executors as aforesaid Undertook and then and there faithfully promised the said James Parkill that the said Horse creature was sound and the said James Parkill avers that he confiding in the said promises & undertaking of the said Nicholas and Anson Executors as aforesaid afterwards to wit on the same day and year aforesaid at the ~~at the~~ County aforesaid buy the said Horse creature of the said Nicholas and Anson as Executors as aforesaid and then and there and there paid therefor the same the said sum of fifty Dollars Nevertheless the said Nicholas & Anson Executors as aforesaid contriving and fraudulently intending to injure the said James Parkill did not regard or perform their said promises and Undertaking as by them made as aforesaid but thereby craftily & subtilly Deceived and defrauded the said James Parkill in this to wit that the said Horse creature at the time of the Making of the said promises and Undertaking of the said Nicholas and Anson was not sound but on the contrary thereof was at that time unsound whereby the said Horse creature became and was of no use or value to the said James Parkill And he the said James Parkill hath been put to great charges and Expences of his monies in and about the feeding keeping and taking care of the said Horse creature

State of Ohio Union County

Court of Common Pleas Sept Term 1829

James Parkill Plantiff
vs
Nicholas Hathaway &
Anson Howard Executors
of David Comer Dec'd Defts

Pleas before his honor
Frederick Grimky Esq
President and William
Gabriel Abbot Nelson &
Amos A. Williams Esq

associate Judges in and for the County of Union and
State of Ohio at a Court Began and held at the Court
House in the Town of Marysville in and for the County
of Union on the Tenth Day of September in the year
of our Lord one thousand Eight Hundred and Twenty
nine — Be it Remembered that Heretofore to wit
on the on the 29th day of July in the year of our Lord
one thousand Eight Hundred and Twenty Eight —
the Defendants by Jno C Chapline their Attorney filed
in the Clerks office of this Court a Transcript from
the Docket of Elias Robinson Esq a Justice of the peace
in and for Delaware County which said Transcript reads
in the words and figures following to wit

James Parkill Pff
vs
Nicholas Hathaway &
Anson Howard Executors on
the Estate of David Comer
Deceased Defts

State of Ohio Union County ss
June 26th 1828
Then by request of —
James Parkill the Plantiff
a summons was issued

against Anson Howard and Nicholas Hay as Executors
on the Estate of David Comer Deceased in an ac
tion of Damage sustained in a horse summons Issu
to any constable in Union Township in said County —
and returned by Samuel S Hovey Endorsed Service —
by reading by request of Plantiff a subpoena for Joseph
Kenady James Willber and David Harrington Rachel
Hovey and Sarah Cherry to attend as witnesses in

as witnesses in the above suit also one for John & Benj. Lock, and also one for Solomon Haines Also one for Silas Kellsey George Kimball and John Nuson and a Deposition was produced by plantiff Signed by Wm. Gifford taken before Sylvenus Smith Esq. Said Summons and Subpoenas were made returnable on the 2d day of July A D 1828 at one o'clock P M on said day and all returned accordingly July 2d at One o'clock P M ~~The case~~ being called the parties appeared proceeded to trial and upon hearing the proofs and allegations of the parties It is considered that the Plantiff Recover of the defendant the Sum of Forty nine dollars and Eighty cents Damages and all Costs of Suit

Elias Robinson P Peace

Damages	$49 87½
Summons	12½
Judgement	25
Sat.	10
Swearing 8 Witnesses	32
Seven Wit. attendance	3.50
Sum. for two	16½
Service	20
Summons for five	28
Service	65
Supp. for one	12½
Service	15
Transcript	31¼
Dep. of Wm Gifford	50
	6.50½

And From Which Judgement an appeal was taken by the defendant and Entered within ten Days

I do hereby Certify that the within is a true ~~copy~~ Transcript of a judgement Entered by me a Justice of the peace in and for the Township of Union and County of Union and State of Ohio at the Suit of James Parkill Against Nicholas Hatfey and Anson Howard Executors of the Estate of David Conner Decease

Given under my hand and Seal this 29th Day of July A D 1828

Elias Robinson
Justice of the peace

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

The State of Ohio Union County Court of common Pleas of the Term of September in the year of our Lord ~~one thousand~~ Eighteen Hundred and Twenty Eight

In Nullo Est Erratum

Mon Blanchin Atty
for Deft in Error

Know all men By these presents that we Nicholas Hathaway Anson Howard Wm Gladhill and Calvin Winget are held and firmly bound unto James Parkill in the full Sum of Two Hundred and forty four dollars and fifty four cents Good and lawfull money of the United States to the payment of which we bind our selves our heirs Executors and administrators, Jointly and Severally firmly by these presents sealed with our Seals and dated this 21st day of January in the year of our Lord 1830

The Conditions of the above obligation is such that whereas the above Bound Nicholas Hathaway and Anson Howard have obtained from the Supreme Court of this State a writ of Error and Supersedeas, to stay the proceeding of a judgement had in the Court of common Pleas of common Pleas of Union County wherein James Parkill is Plaintiff and the said Nicholas Hathaway and Anson Howard is Defendants Now if the said Nicholas Hathaway & Anson Howard shall prosecute & effect said writs to effect and abide the judgement of the Court thereupon had, in case said judgement should be affirmed; then this obligation to be void and of none effect else to Remain in full force and vertue

Signed Sealed and ~~Delivered~~ Nicholas Hathaway (Seal)
acknowledged in presence of Anson Howard (Seal)
Silas G. Strong Clerk
Calvin Winget (Seal)
William Gladhill (Seal)

John Coolidge

v

Joel Bullen

Francis Stewart &

Robert Brotherton

& Elon Sullivant

Mandate

Filed Nov 22nd 1830

Silas C. Strong

Clerk

State of Ohio
Union County } To the Judges of the Court of common-
Pleas of said County of Union Greeting
Know ye that at a Supreme Court Began and held
at the Court house in the Town of Marysville in said
County on the 20th Day of September 1830 in a certain-
Cause in Chancery. Between John Coolidge Comp-
t & Wm S Sullivant Francis Stewart & Robert Brotherton
& Joel Bullly - Brought Hither from your Court
By appeal the Case has been Submitted and a final
Decree Entered in favour of the said Francis Stewart
for the Sum of $293 & 98 Cents - and costs. and in favor of the -
said Joel Bullly against the said John Coolidge for
the Sum of $398.58 Cents - the Debt Damages Interest
and costs of his recovery at Law Together with the
further Sum of Thirty three dollars & Eighty nine
being three per Cent on the Damages Interest & costs
and for the further Sum of Thirty two Dollars & fifty
four cents the costs in this Suit - And it is further Order
adjudged and Decreed that Complainant John Cool
idge pay one half of the Costs taxed in this Court &
that Defendant William S Sullivant pay the Oth
half of said costs And it is further Ordered adjudged
and Decreed that as it appears to the court here in the
Decree filed there is a Deficiency of Eleven & three fourth
cents - That said William S Sullivant within Ninety
Days from this date pay in to the Clerk of this -

Court for the Use of the Said John Coolidge the Sum of $42.45 for the Deficiency aforesaid and that in case of Default thereof that Execution Issue in favor of the Said John Coolidge — And it is further Order adjudged and Decreed that in Default of Payment as aforesaid by the Said — John Coolidge Execution Issue against Said John Coolidge for the Sums Respectively decreed to be paid for the Use of the Said Bullis Stewart & Brotherton —

Wherefore We Command you that immediately on the Receipt of this you do without delay Grant unto the Said Joel Bullis Francis Stewart & Robert Brotherton Execution against the Said John Coolidge agreeably to the Statutes in Such Case Made & Provided And Also that you do without Delay Grant unto John Coolidge Execution against the Said Wm S Sullivant — as afore

Witness the Honorable Joshua Collett — Chief Judge of our Court at Marysville this 22d Day of Nov — 1830

Silas G Strong Clerk

The State of Ohio } John Coolage complainant in this
~~Champaign~~ Union County } bill being duly sworn deposeth and say that the
matters & things contained & set forth in this bill so
far as stated to be of his own knowledge are true
& so far as stated by information derived from others
he believes to be true —

John Coolidge Sworn

Sworn and subscribed before
me this 25th day of Oct 1827

Robert Nelson Af. Judge

State of Ohio } Let an injunction & a writ of
Union County } Supersedeas be allowed as within prayed for —

Robert Nelson Af. Judge (Seal)

John Coolidge
vs } Bill of Injunction
Stewart & Al Brothers
Filed this 26th day of
October 1827
Silas Gilmore Clk

Such Matters and things are properly cognisable may it please your Honours
to compell the said William S Sullivant and said Francis Stuart and
Robert Brotherton true answers to make upon their corporal oaths
to all the several Matters and things contained and set forth in this
Bill particularly to compell said William S Sullivant to answer upon
his corporal oath whether he did not state to your orator at the
time of signing sealing and delivering thereof that he said Sullivant
was the Owner of said Land and that he had a good and legal right
to sell and convey the same and to make sign seal and deliver a deed
therefor or words to that effect and whether he gave or promised any other
consideration for said Note of two hundred or either of the other sums
Note Excepting agreeing to convey said land and whether he at the
time or at the the time agreed upon to execute said Deed how legally
made and execute said deed or new deed as so and whether he
does not believe the Estate of the said Lewis Sullivant is or will
be on settlement with the creditors insolvent and whether he informed
said your orator at the time of s^d ~~pr~~ agreement made as aforesaid the
true situation of said land land as far as he knew and believed
and also to compell said Stuart and Brotherton to state whether
they or either of them did not know at the time of taking the assign
ment of s^d Note that said Note was Executed solely on an agreement made
by said Sullivant by which he agreed to convey to s^d Cooley land
that belonged to said Lewis Sullivant in his life time and whether they
or either of them did not know that s^d Lyne Sterling was
Executor of the Estate of said Lewis Sullivant as so such had
power given to sell the Interests of said Estate and to sell the whole or
any part of said land to pay the debts of said Lewis Sullivant
and that s^d Estate was not yet settled ~~and to give such other relief~~
in the premises as to your honours may seem meet & your
orator as in duty bound will ever pray &c may it please your
honours to grant to your orator your writ of subpoena &c

D S Bell Solicitor for
John Cooley

and to restrain said William S Sullivant and said Stuart & Brotherton
from any further proceeding in the premises ~~untill~~ untill the same
can be heard by your honors and to ~~grant~~ cause to be issued
your writ of supersedeas directed to the Sheriff ~~or in his absence~~
~~to his deputy sheriff of s^d Union County commanding them and~~
~~every of them~~ of said Union County commanding him to stay
further and desist from proceeding any further in the
premises untill said Matter and thing be determined by your
honors and to offer such other relief as may seem meet to your honors
and your orator will ever pray &c may it please your honors to
grant your writ of subpoena &c

D S Bell
Solicitor for John Cooley

To the Honorable the Judges of the Court of Common Pleas of Union County in Chancery sitting Your Orator Plaintiff Judge of the County aforesaid humbly Complaining Sheweth unto your honors that in the Month of July in the year One Thousand Eight Hundred and twenty five he (your Orator) purchased of One William S Sullivant Whom your Orator prays may be made a defendant to this Bill two hundred and seventy five Acres of Land lying upon Darby Creek a part of which land lies in the County of Union and a part in the County of Logan State of Ohio being a part of as your Orator believes an Entry made in the name of Richard Stephenson Number B 1 6 B said Entry Containing Eight hundred Acres and patented to Luke Sullivant deceased and your Orator States that in consideration for said 275 Acres of land as aforesaid your Orator Gave and Executed to said William S Sullivant his (your Orator's) Notes as follows which Notes been Executed and dated in June One thousand Eight hundred & twenty five at the time of the making of the aforesaid Contract and been Equal date with an Article of agreement made and Entered into between said Sullivant and your Orator ~~[illegible]~~ by the Terms and Effect of which said Sullivant then and there agreed and Covenanted thereby bound to Execute & deliver make a deed to your Orator for said 275 Acres of land which ~~Article of Agreement or Bond you Orator prays may be made a part of this Bill~~ your Orator further States to your honors

that at the aforesaid time of making said contract
to wit in June ~~1825~~ on the year 1825 as aforesaid the said William
S Sullivant expressly stated to your orator that the
aforesaid 175 acres of land was the land of him said
William S Sullivant and that he the said William
S Sullivant then and there had a good and legal
title to the same and that he the said William S
Sullivant then and there had a good and
legal right to sell and convey the same and
to make execute and deliver a good and sufficient
Warranty deed in fee simple thereof to any person
purchasing said land your orator states to your honors
that one of said Notes executed by your orator to said
Sullivant as aforesaid for said land as aforesaid was
at the time aforesaid ~~to wit~~ at the County of Union aforesaid
executed signed sealed and delivered by your orator to
said William S Sullivant for the sum of two
hundred dollars and made payable on the first day
of January 1826 as near as your orator recollects
and that another of said Notes executed for the
purposes aforesaid and then and there signed sealed
and delivered by your orator to said William S
Sullivant called for a sum exceeding $300 dollars
but the precise sum your orator at this time does not
particularly recollect and was made payable ~~upon~~
the first day of April 1827 the third and last of
said notes was drawn for three hundred dollars
precisely or a little exceeding of those hundred dollars
which your orator is not certain and ~~like the other~~

4 the property of said Lewis Sullivant owing to pay the
debts of the said Lewis Sullivant your orator further
states the said five years allowed by the legislature
as aforesaid for the settling of said Estate as aforesaid
has not yet Expired and your orator believes there is
a probability of said Lyne Sterling being hereafter
obliged to sell to pay the debts of said Lewis Sullivant
the same 2 75 acres of Land which said William
S. Sullivant agreed to convey to your orator
and for which your orator executed to said William
S Sullivant his said three several Notes as before
mentioned and your orator believes that he is in
great danger of loosing the sum of twenty
dollars which he expressly states he paid to said
William S Sullivant at the time of making the
aforesaid contract as part consideration for said
2 75 acres of Land and further states that he
firmly believes that that he will loose the whole
or a part of the amount of said three several
Notes if he is compelled to pay them that should
said Land be sold by said Sterling to pay the
Debts of said Lewis Sullivant as there is a strong probabi
lity it will be found not recoverable your orator believes, it would be very difficult
~~cult to recover back~~ the consideration money for said land
from the said William S Sullivant owing to ~~him his~~
~~pecuniary~~ the inability of said Sullivant to pay the same
~~situation of his pecuniary concerns~~
your orator further states to your honors that suit
has been heretofore brought in the Court of Common Pleas

3 ~~two foregoing~~ ~~described~~ ~~the~~ was made payable on
the first day of August as soon as your Orator received
~~drawn~~ signed sealed and delivered to said Sullivan by your
Orator your Orator states that the precise sum for which
each of the two last notes here alluded he does not
recollect but is confident that both of said last mentioned
notes added together amounted to six hundred and
five dollars or thereabouts and that neither of them
was for a less sum than $300 dollars and that
the only consideration he has received or from the
nature of the aforesaid contracts was to receive for
said notes ~~and~~ the whole ~~amount~~ or sum total
therein contained was the aforesaid 175 acres of
land your Orator further expressly states to your honours
that said 175 acres of land together with the whole of
aforesaid entery of 800 acres as aforesaid was owned as your
Orator is informed and believes by said Lewis Sullivan
at the time of the death of the said Lewis and that said
William S Sullivan ~~only heir at law~~ alone as all his title to said
land by being one of the heirs of said Lewis Sullivan and
your Orator believes there are two other heirs of said Lewis Sullivan
your Orator states that the Legislature of the State of Ohio
did heretofore pass an act allowing one Lyne Starling
the Administrator of said Lewis Sullivan Deceased the
term of five years from and after a certain specified
time named in said act to settle up the concerns of
said Estate of said Lewis Sullivan by writen of
which act said Lyne Starling was invested with full
authority to sell the whole or any part of said land

5

of Union County against your orator ~~in favour of~~ for the recovery of the amount contained in two of said notes namely in the one note of $100 dated and made payable on the first day of January 1826 and on the aforesaid note of three hundred dollars or thereabouts due in April 1827 — That ~~both~~ the aforesaid note of $100 dollars was assigned by said William S Sullivan to one Francis Sluser and Robert Brotherton who your orator prays may be made defendants to this Bill and that the suit brought on said note was instituted in the name of said Sluser and Brotherton against your orator that a judgment was rendered by Court of Common pleas of said County in said suit in favour of your orator from which judgment an appeal was taken to the Supreme Court and that in said Supreme Court at the last term of said Court in said Union County a judgment was rendered by said Court in said suit in favour of said Sluser and Brotherton against your orator for the amount of said $100 dollars with all interest and costs accruing thereon and that your orator ~~is now in great danger of having his~~ property ~~is~~ taken by virtue of an Execution to satisfy said judgment ~~or his body taken for the same~~ your orator further states that a writ of summons has been served by the Clerk of the Court of Common pleas of Union County and sent upon your orator by the Sheriff of said County upon the aforesaid note of $300 dollars made payable April first 1827 — and that your orator is in danger of suffering great

Expense and penalty of having a Judgment rendered against him in favor of said Stewart and Brotherton as aforesaid upon said last mentioned Note in said Court of Common Pleas – your orator further states that he believes said Stewart and Brotherton well knew at the time said Note of two hundred dollars upon which Judgment was rendered as aforesaid and upon which Execution was sued as aforesaid and upon by virtue of which your orator property is now under alleg was assigned to them by said William S Sullivant that the only Consideration given or to be given by said Sullivant to said Hanes for said Note was his agreement to convey said 175 acres of Land as aforesaid to said Hanes and that said Stewart & Brotherton knew that said William S Sullivant had no right to sell and convey said Land but he is not certain that they were possed of the above information your orator further states that if he had been known the situation in which said Land was placed he would not have Executed his Note as aforesaid to said Sullivant and further he considers said Note obtained from him by said Sullivant fraudulently the said Sullivant and the said Stewart and Brotherton thereby combining and confederating together to defraud your orator out of the aforesaid amount of the aforesaid Note of two hundred dollars your orator states that he has understood and believes that said Lyne Sterling Administrator as aforesaid has refused and still refuses to ratify the contracts of said Sullivant or to make deeds to any purchasers under said Sullivant until he settles up with the Estate of said Lewis Sullivant your orator further says that he is ready and willing to pay the amount of said two hundred dollars together with the whole purchase money agreed to be given for said Land if if said Sullivant was prepared to make him a deed according to agreement all of which actings and doings on the part of said William S Sullivant and said Stewart and Brotherton are contrary to Equity and good Conscience and tend to the manifest injury of your orator in the premises by the strict rules of the Common law and your orator is unjustly in the premises by the strict rules of the Common law and can only obtain relief in the premises by the Equity interference of the Equity Jurisdiction of this honorable Court where all

John Coolidge
"
Paul Mallos

Replication in Chancery

Filed Sept 10th 1829
Silas G Strong
Clerk

Originally filed in common
Plea Attest Silas G Strong
C.C.P.

Filed May 4th 1830
Silas G Strong Clerk
Supreme Court

Ball & Cameron Solicitors
for Replicant

11

Union County Court of Common Pleas in Chancery

The Replication of John Coleman to the Answer Paul Beattie

This Replicant now saving and reserving to himself all and all manner of Exceptions to the many errors to said answer for replication thereto or to so much thereof as he considers material to reply to he replies and says that said answer of the said Paul Beattie and the matters and things therein contained are untrue wherefore for want of a sufficient answer in the this behalf the said John prays as he has hereto fore in his said Bill already prayed

Ball and Crane Solicitors for Replicant

question by Complainant Did you not Trade to
buy the same land that he ~~said Sullivan~~
bought of said Sullivant answer by deponent
I did offer to buy the same land
question by Complainant Did not the said Sullivant
say that there would likey be a difficulty
in the Purchase of the said land answer by deponent
he did ~~ques~~ question by Complainant Did not
the said Sullivant say that Lieu Sterling has
a right to sell the said land any time he
pleases answer by deponent I understood him to
say that Sterling was dissatisfied with the
sale of the said land Thos. McDonald

Sworn to and subscribed before me Elias Robinson
A Justice of the peace in and for the Township and
County of union and State aforesaid and
Certified under my hand and seal in the Township
and County of union on the twenty second day
of March 1830

Elias Robinson Justice of the
Peace (Seal)

Witness attend 50 cents
Office fees 50 cents

State of Ohio
Union County } Deposition of
Joel Bailey and
Thomas McDonald

Filed April 5th 1830
Silas Stump Clk

Originally filed in
Common Pleas
Attest Silas Stump
Clk C.C.P.C.

Filed May 4th 1830
Silas Stump
Clk C.C.P.C.

State of Ohio } Before me Elias Robinson a Justice
union County ss } of the Peace of the County aforesaid
personally appeared at my office in said County on the
twenty second day of March one thousand Eight hundred
and thirty between the hours of Eight of the Clock in
the morning and Eight of the Clock in the Evening
of the same day Thomas McDonald of the County
and Township and State aforesaid who being by
me first duly cautioned and sworn as the law
directs the truth to speak in a certain suit in
Chancery now pending in the Court of Common Pleas
for union County wherein John Choolizer
complainant and William S Sullivant Stewart and
Batterton and Joel Butler are defendants to be
read in Evidence on the part of the complainant
deposeth and saith that I was at the house of
Nathaniel Pierson of the Township and County and
State aforesaid and did land there in July 1825
and did send as a witness two
or three Notes of hand payable to Wm S ~~Sulli~~
Sullivant from John Choolizer the amount not
recollected which was for land bought of said
Sullivant by said ~~Sullivant~~ Choolizer by said Choolizer
on the waters of big Darby above Wm Ashem
Question by complainants ~~Did~~ Do you recollect about
the contract of the land answer by deponent no
I ~~did~~ Do not question by complainant did you
hear him the said Sullivant agree to give me a
deed of said land by my giveing him the said
Sullivant a mortgage deed of the said land
Answer by deponent no I did not

Joel Bulley
vs } Appeal Bond
John Coolidge al ad

Filed May 3d 1830
Selas G. Strong
Clerk

Know all men by these presents that We John Coolidge
Harvy Burnham Vandeveer Reed & James H Coolidge
are held and firmly Bound unto Joel Butler in
the full Eight Hundred and forty two Dollars and ninety
two Cents Lawfull Money of the United States to the pay
ment of Which well and truely to be Made We bind
our Selves our Heirs Executors and administrators
Jointly and Severally firmly by these presents Sealed with
my Seal and Dated this 7th Day of April 1830
The Condition of the above bond is such that Whereas
at our Court of common Pleas of April Term 1830 in
the County of Union Joel Butler obtained a Decree
of court against the the above Bound John Coolidge
for the Sum of $421.46 - From Which the Said ~~John~~
John Coolidge has appealed to the next Supreme
Court to be holden in Said County of Union Now
if the Said John Coolidge Does prosecute Said
appeal to final Decree in Said Supreme Court
and pay all Costs and the Condemnation Money
in case Said Decree be Affirmed in the Said Supreme
Court then this bond is to be void Else to be in
full force & vertue

John Coolidge Seal

Harvey Burnham Seal

Vardeer Reed Seal

James H Coolidge Seal

Attest
Israel Hale

Elias Moore

Lincoln Com Plas

John Cushing
vs
Bill in Equity
Wm J. Sullivant James Howard
Robert Brotherton and Gail
Buttles

Let an injunction & Super-
-sedeas issue as within
Prayed for

Wm Gobrid
Assocate Judge

Originally filed in Com
mon Plas
Attest Silas Gettings
Clk

Filed May 4th 1830
Silas Gettings Clk
Sup Court

Clk B Lancin Sale

The State of Ohio
Union County } ss

Before me the subscriber one of the justices to judges of the Court of Common Pleas for said County Personally came the above named John Coolidge & made oath that the facts contained in the foregoing Bill so far as they are founded on his own knowledge are true & so far as stated upon the information of others he believes them to be true

John Coolidge

Sworn to & subscribed before me this 14 day of March A.D. 1828

Wm Gabriel of the peace & Judge of U C

To the Honorable the Judges of the Court of Common Pleas within & for the County of Union wherein Chancery sitting

Humbly complaining sheweth unto your Honors your Orator John Coalsage of the County of Union in the State of Ohio that on the day of in the year of our Lord Eighteen hundred & Twenty five your Orator purchased of one Williams Sullivant of the County of Franklin in said State & whom your Orator prays may be made a party defendant to this Bill Two hundred & Twenty five Acres of Land being a part of a Survey of Eight hundred acres Number 3163 made in the name of Richard Stephenson & Patented to one Lucas Sullivant which said Tract of Land lies on Darbys Creek partly in the County of Union aforesaid & partly in the County of Logan for which your Orator agreed to give to the said Williams Sullivant the sum of Three dollars per Acre Twenty dollars of which sum per chase money your Orator paid in hand to the said Williams Sullivant and Executed his Three promissory notes for the remainder of said purchase money the first of said notes for the sum of Two hundred Dollars payable on the first day of January in the year Eighteen hundred & Twenty six the second for the sum of about Three hundred & Twelve Dollars payable on the first day of April A.D. 1827 & the Third & last note for the sum of about Three hundred Dollars payable on the first day of April in the year of our Lord Eighteen hundred & Twenty Eight. And your Orator further sheweth unto your Honors that at the time of the aforesaid purchase so made by your Orator from the said Williams Sullivant as aforesaid the said Sullivant represented to your Orator that he was the True & Lawful owner of said Land & that he had good right full power & Lawful authority to sell dispose of & Convey the same to your Orator or any other person and in persuance of said Representation the said William Sullivant then & there executed & delivered to your Orator his Title Bond for said Two hundred & Twenty five acres of land above described by which said Title Bond the said Williams S-

Sullivant bound himself his Heirs to make to your Orator his Heirs a good & sufficient Deed in Fee simple to said Tract of Land so soon as your Orator should pay said Sullivant the one third part of said purchase money which your Orator has been last to pay time or at any rate ~~[illegible]~~ And your Orator further shewth unto your Honors that some time after making the aforesaid purchase & before the first note for Two hundred Dollars above mentioned became due he learned that the said William S. Sullivant was not the owner of said Tract of Land so sold to your Orator as aforesaid & had no right to sell & convey the same. And your Orator further charges as the truth that said Tract or Lottery of Land above described belongs to the Estate of Lucas Sullivant Deceased & that one Lyne Sterling the Administrator of said Estate has been authorized and empowered by an act of the General Assembly of the State of Ohio to sell & dispose of any part or the whole of the Real Estate belonging to the said Lucas Sullivant in his life that may be necessary to pay the Debts due & owing by said Estate which said act your Orator prays may also be taken as part of this bill And your Orator further shewth that he is informed & believes that the Estate of said Lucas Sullivant Deceased is very much in debt & that it is uncertain whether the same will be solvent or not. And your Orator further shewth that the said Lucas Sullivant died intestate leaving the said William S. Sullivant Joseph Sullivant & Michael Sullivant his Heirs and Legal Representatives & that no partition of any of the Real Estate belonging to Lucas Sullivant Deceased has ever been had amongst said Heirs nor have the said Joseph & Michael in any way authorized or empowered the said William S. Sullivant to sell or convey any interest they may have in any of the Real Estate of Lucas Sullivant Deceased as aforesaid. And your Orator further shewth that he has endeavored to get said Lyne Sterling Administrator aforesd to notify the Contract so made by the said William S. Sullivant with your Orator as aforesaid which he has hitherto absolutely refused to do & still does refuse And your Orator further shewth that after he ascertained that said William S. Sullivant was not the owner of said Land & had no right to sell the same he offered to rescind said Contract which proposition was not

accorded to on the part of said Sullivant and your Orator further showeth that he has offered & always been ready to comply with his aforesaid agreement with the said Sullivant by paying him the amount of purchase money due on said Land & now brings here into Court the amount of said purchase money yet due & owing to be disposed of & applied as this Honorable Court shall order & direct. And your Orator had indeed hoped that the said William S Sullivant would have complied with this his reasonable request but now so it is may it please your Honors that the said William S Sullivant combining & confederating himself with one Joel Buttles & one Francis Thomas & William Rohert Brotherton of the County of Franklin County & State aforesaid & Wickedly & Maliciously intending to cheat & defraud your Orator in this behalf he the said William S Sullivant assigned the said first mentioned note for Two hundred Dollars after the same became due to the said Thomas & Brotherton with a full & perfect knowledge as your Orator charges on the part of said Thomas & Brotherton that the same was without any consideration & fraudulently obtained by the said William S Sullivant from your Orator as aforesaid & the said William S Sullivant has also assigned the said second mentioned note for Three hundred Dollars & upwards to the said Joel Buttles with the like knowledge on the part of said Buttles that the same was given without any consideration & fraudulently obtained by the said Sullivant as aforesaid & your Orator is also informed & believes that the said last mentioned note has also been transferred by the said Sullivant either to the said Thomas & Brotherton or the said Joel Buttles but to which of them your Orator is uncertain with a full & perfect knowledge on the part of said assignee or assignees of the same being fraudulently obtained as aforesaid and your Orator further showeth unto your Honors that the said Thomas & Brotherton & the said Joel Buttles have each commenced an action against your Orator on the two first notes above mentioned & have recovered judgments on the same for the several amounts due on said notes in the Court of Common Pleas for Union & have issued Executions on said judgments against the property of your Orator which Executions are now in the hands of Thomas S Williams Esq Sheriff of said County of Union & are about to be levied on the property of your Orator all which acting & doings of the said William S.

Sullivant Frances Stewart Robert Rotherton & Joel Battles are contrary to Equity & good conscience & tend to the oppression & injury of your Orator for Tender consideration whereof and inasmuch as your Orator is remediless in the premises by the strict rules of the Common Law & can only be relieved by the aid & interposition of the Equity Jurisdiction of this Honorable Court where frauds of this nature & property cognizable & relievable your Orator prays that the said William S Sullivant Frances Stewart Robert Rotherton & Joel Battles may each be compelled on their respective corporal oaths just true & perfect answers to make to all the matters & things contained in the foregoing Bill as fully & particularly as if they & each of them were here again interrogated to every part & parcel thereof and that a writ of Injunction may issue directed to the said William S Sullivant Frances Stewart Robert Rotherton & Joel Battles Commanding them & each of them their agents attorneys & to suspend further proceedings on both the judgments above mentioned until this cause is finally heard & determined & that a Writ of Supersedeas may also issue directed to the said Sheriff of Union County & in whose hands said Executions now are - And that your Honor on the final hearing of this cause would adjudge & decree that the Contract so entered into between your Orator and the said William S Sullivant as aforesaid be rescinded & that said Note & Title Bond be given up to be cancelled or that the Injunction in this case be made perpetual & that a good & sufficient Deed in Fee Simple is made by the said William S. Sullivant or the persons having the proper authority to make said conveyance within such reasonable time as to your Honor shall seem meet & that your Honor would grant unto your Orator such other & further relief in the premises as shall be agreeable to Equity & good Conscience as to your Honor shall seem meet & your Orator as in duty bound will ever pray &c

Allen B Carmin
Solr for Complt

May it please your Honor to grant your process of Subpoena directed to the Sheriff of Franklin County

by given him the said ~~Stanley~~ & Sullivan a
Mortgage of said land
A reserve by deponent & did
further this saith not Nathaniel Frazer

Sworn to and subscribed before me Elias Robinson
A Justice of the Peace of said County and Township
of Union and State aforesaid and certified under
my hand and seal in the Township and County
and State aforesaid on the 22 and third day
of March 1830

Elias Robinson Justice of the
Peace (Seal)

Witness fee 50 cents
Justice fees 50 cents

Nathaniel Frazer
vs
Joel Butler Notice
Deposition of Nath Frazer
Filed March 5th 1830
Elias Strong Clk
Originally filed in
Cuyahoga Common Pleas
Attest Elias Strong
Clerk

State of Ohio } Before me Elias Robinson A Justice of
Union County, ss } the Peace of said County and State
Aforesaid Personally Appeared at my office in said County
on the twenty second day of March one thousand Eight
hundred and thirty between the hours of Eight of
the Clock in the Morning and Eight of the Clock
in the Evening of the same day Nathaniel Pearson
of the County and State Aforesaid of lawful age
who being by me first duly cautioned and sworn
as the law directs the truth to speak in a certain
Suit in Chancery now pending in the Court of Common
Pleas for Union County wherein John Chadlige
is Complainant and William S Sullivant Stewart
and Rattenton and Joel Buttles are defendants to be
read in Evedence on the part of the Complainant
and deposeth and saith that he the deponent was
present at his own house in the town of Milford and
Township and County of Union and State Aforesaid
in the Month of July 1825 there was also present at
the same time and place the Complainant John
Chadlige and Wm. S Sullivant John Chadlige asked
the said Sullivant to read a Contract subsisting betwee
between them on a contract for land that the Chadlige
bought of Sullivant the Contract being read but
the Contents being not recorded said Sullivant
says after reading of the Contract ~~said Sullivant~~
~~says~~ I now if you will give me or pay me
one third of the Purch money I will make
you a good Deed immediately ~~for~~ the defendant
question by Complainant did you see
sign the said Sullivant offer to make me the said
Chadlige a Deed of the said land ~~thereunto~~

Ulrian Bauman Pltff

John Coalage

Def

Notice

Hezard & Brotherton &

Others

Filed April 5th 1830

Silas G Strong Clk

Originally filed in Common Pleas Attest Silas G Strong

Clerk

Filed May 4th 1830

Silas G Strong

Clk

March 19th 1830 Recognizance & Return of Notice on the within named Defendants by ~~[illegible]~~

Copy by William Moore

Union Common Pleas 1820

John Coolidge
vs
Robert
Francis ~~Stewart~~ & Stewart & Brotherton
& Jael Battles agents of William & Sullivant
& William & Sullivant

In Chancery

The Defendants in the above cause will take notice that the Complainant will proceed to take the Depositions of Nathaniel Kager Thomas McLaud Caleb Ballinger & others before Elias Robinson Esquire a justice of the Peace for Union Township in said County of Union at his office in the Town of Milford in said County on the 22d & 23d days of this first between the hours of 8 o'clock A.M. & 8 o'clock P.M. of said days to be read in Evidence in two several cases in Chancery now pending in the Court of Common Pleas in said County wherein John Coolidge is Complainant & Stewart & Brotherton & Jael Battles agents of William & Sullivant & William & Sullivant are Defendants & also where John Coolidge is Complainant & Jael Battles is Defendant to be read in Evidence on the part of the Complainant at the hearing of the above causes

John Coolidge Complt

Milford
15th March 1820

John Coolidge
vs Sub in Chy
Francis Stewart &
Robert Brotherton

Served.
John McElwain
Sheriff Hampton Cty

fee

M Service 55
2 Copies of W 50
$1,05

Filed Jany 1st 1828
Silas G Strong Clk

State of Ohio } To the Sheriff of Franklin County Greeting
Union County } We command you to summons Francis Stewart
& Robert Brotherton assignees of William Sullivant that they be and
appear before the Honorable the Judges of our Court of common Pleas
of the County of Union at the Court House in the Town of Marysville in S^d
County on the 1st day of our next term to answer unto John Coolidge the
Matters and things contained in a certain Bill filed in our chance
-ry Court against them By the said John Coolidge and this
[illegible] wise not and the penalty of the Law
[illegible] ness the Honorable Ebenezer Lane president
[illegible] Court of common Pleas at the Court-
[illegible] given this 29th day of October 1827

Silas G Strong Clerk

Union Com Pleas

Jock Buttles
vs
John Corlage } Chancery

Answer —

Filed Feby 17th 1829
Silas G Strong
Clk

Originally filed in the Common Pleas attest Silas G Strong
Clk

Filed May 4th 1830
Silas G Strong Clk
Sub Court

John S Lamer. Solr

200
12
12
2
226
312.50
538.50
15
553
312
1865
288

Common Pleas, in Chancery

The State of Ohio
Union county ss.

The seperate answer of Joel Butts one of the defendants to the Bill of complaint of John Cooledge Complainant: —

This defendant at all times reserving to him self all benefit of exceptions to the manifold errors and insufficiences of in the said complainant's said bill of complaint contained, for answer thereto or to so much thereof as he is informed is material for him to answer to, says, that he knows nothing of any contract for the sale of land by one Wm S. Sullivant to the said complainant, nor does he know any thing of the said Sullivants title to the lands in question or of his right to dispose of them: he knows nothing of any payments made by said complainant, to said Sullivant on said contract, and he is equally ignorant of the assignment of any notes or bond by said Sullivant to any one, save a sealed bill for three hundred and twelve and a half dollars made by the said complainant John Cooledge. by which he bound himself to pay unto the said Wm S. Sullivant. his heirs & assigns the above sum on or before the first day of april eighteen hundred and twenty seven — one hundred dollars thereof bearing interest for one year previous to the payment, which bill the said Wm S. Sullivant assigned for a valuable consideration to this defendant, before the same was due, to wit on the 13 day of April 1826 — This defendant placed the said bill in the hands of his attorney John H Lane for collection and he is informed that an action was prosecuted thereon and judgment had in

the Common Pleas of Union County – This defendant expressly denies that there was any fraud or collusion in the said transfer of said bill, and he also denies all knowledge of any original want of consideration and fraud touching the same. He does not stand as a trustee for Sullivant – suing for his benefit or for the benefit of any other than himself – he paid a valuable consideration for said bill in the regular course of business and he asserts that he is in fact an innocent holder. And he denies all and all manner of unlawful combination and confederacy wherewith he is charged in said bill, without there is other matter in said Bill, unanswered which it is material for him to answer or deny – all which he is ready to verify and prove ~~who~~ as this Honorable Court shall direct, and he prays to be hence dismissed with his reasonable costs –

Joel Buttles (Seal)

John M Barnes Solr

Witnesses Present.
Samuel T Horner

The above named Joel Buttles defendant he makes oath that the matters in the foregoing answer stated from his own knowledge are true, and those stated on information he believes to be true.

Subscribed & Sworn to before me at the City of Philadelphia February 7 – 1829

John Devine Ms (Seal)

Philadelphia County S. S.

I Matthew Randall Prothonotary of the Court of Common Pleas for the City and County of Philadelphia do certify that John Binns Esquire before whom the preceding deposition was taken who has hereto set his hand and affixed his Seal was at the time of so doing and now is One of the Aldermen of the City of Philadelphia and ex Officio a Justice of the Peace duly Commissioned and qualified to all whose acts as such full faith is due and ought to be given as well in Courts of Justice as elsewhere

In Testimony whereof I have hereto set my hand and affixed the Seal of the Said Court at Philadelphia the Seventh day of February Eighteen hundred and twenty nine

Matthew Randall

Prothonotary

John Coolidge
& Andover Reed
James N. Coolidge
to
Joel Butts

Injunction
Bond

Know all men by these presents that We John Coolidge and Vandever Reed and James F. Coolidge

are held and firmly bound unto Joel Bullis assignee of William Sullivant in the Penal sum of Seven Hundred Dollars Lawfull money of the United States To the Payment of which Well and truely to be made we Bind our Selves Jointly and Severally firmly by these presents Sealed with our Seals and dated this 15th Day of March AD: 1828

The Condition of the above Bond is such that when as the above Bound John Coolidge has obtained from the Court of Common Pleas of Union County on writ of Injunction to Stay proceeding at Law untill the same can be heard in Chancery in a certain judgment obtained against said John Coolidge in said Union Court of Common Pleas wherein Joel Bullis assignee is Plff of William Sullivant Now if the said John Coolidge shall Well and truely pay said judgment and all Costs that may accrue in case said Injunction shall be Dissolved then the above obligation to be void else to Remain in full force and vertue

Attest
Nimrod Gorwood
Lorainzo D Hebard
x his mark

John Coolidge Seal

Vandever Reed Seal

James F. Coolidge Seal

28

Union Com Pleas

John Cobbledge

vs

Stewart & Brothers &

William S Sullivan

Stewart & al Doshit face	$300
Sullivan do	300
Clerks fees	7.67
Shff Fb	1.05
Shff Ne	16
	$18.88
	7.67
	11.21

Paid in to Clerk in full

State of Ohio
Union County } Union Common Pleas of the term
of February 1828

John Coolidge Complainant
vs } Injunction } In Chancery
Francis Stewart & Robert Mothertons

The Court being fully advised Do order that the injunction be dissolved and the Complaint and said Bill of Complaint Dismissed and that the Complainant Pay Defendants his costs herein expended Taxed to Eighteen Dollars and Eighty Eight cents –

In testimony Whereof I have hereunto Set my hand and Seal of office this 29th Day of February 1828

Silas G Strong Clerk

Recd. Feb 1st 1831

S B Johnson Dept
of David Witter Sheriff

No goods or chattels lands or tenements of the Defendants ~~the Property~~ found whereon to levy

Samuel B Johnson Dept
for David Witter Sheriff

Costs
Milage ,30

Union Com Plea

Newell & Brothers
vs Fieri Facias
John Coolidge

Damages	$310.15
Priority	5.60
Costs	$315.75

Jany 31

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY--GREETING

WE COMMAND YOU, That of the Goods and Chattels of John Coolidge

late of your bailiwick, you cause to be made the sum of Three Hundred and ~~fifteen~~ ~~Dollars and ten~~ & ten Dollars and fifteen cents - the Debt Damages Penalty Interest and Costs as- fu- Decree in Supreme Court Also the Sum of five Dollars and Sixty cents the Moiety of costs adjudged against him-

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20th ~~day~~ day of September A. D. 1830 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said John Coolidge

All of Union the Said Formerly Stewart & Robert Brotherton

late in the Union Court of Common Pleas, recovered against Said John Coolidge whereof He is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Stewart & Brotherton the Said Sum of $315.85 and Interest as aforesaid

and have you then there this writ.

WITNESS, The Honorable Frederick Grimke

President of our said Court, at the Court House aforesaid, this 7th

day of January A. D. 1831

ATTEST,

Silas G. Strong CLERK.

Rec'd Feb. 1st 1831

S B Johnson Deft
for David Witter sheriff

No goods or chattels Lands or tenaments of the defendant ~~No property~~ found whereon to levy

Samuel B Johnson Deft
for David Witter sheriff

Costs
Milage ,30

Justice Court Pleas

Joel Billles
vs
Jesse Bedwell & Jesse Bedwell
John Coolidge
Damage 70 $454.70
5.60
& Costs of Court
$460.30

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, That of the Goods and Chattels of John Coolidge

late of your bailiwick, you cause to be made the sum of Four Hundred and fifty — four Dollars and Seventy cents, The Debt Damages Penalty interest and cost as per Decree in Supreme Court Also the Sum $5,60 the Moiety of cost adjudged against him

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20 day of Sept. A. D. 1836 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said John Coolidge

All of Colerain the Said Joel Battles ~~late~~

late in the Union Court of Common Pleas, recovered against the Said John Coolidge whereof He is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Joel Battles the Said Sum of $460,30 and Interest as aforesaid

and have you then there this writ.

WITNESS, The Honorable Francis Dennis Jr. President of our said Court, at the Court House aforesaid, this day of January A. D. 1837

ATTEST, Silas G. Strong CLERK.

No. 30-SC-3

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Alexander Reed, Defendant.

OCT TERM. 18 27

JUD'G VS PLAINT'F

Journal 1 Page 37

Record No. 1 Page 360

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

Stanhing
v
Ruckaumer

Praecipe -
Filed Sept 17th 1826
Silas Godfrey Clk

Lyne Starling administrator of the estate Lucas Sullivant dec'd.

vs

Abraham Rose administrator of the estate of David Rose dec'd

Trover
Com. Plas

Common Broken

Dam $1200.

Let a summons issue returnable forthwith & Income

"This suit is brought on an article of agreement for the purchase of land dated 30 August 1819. There is due on it $900.

J. Cooley atty

S. G. Stows. Clk

F. C. 17. 1826

granted) Seven hundred dollars & therefore he
brings suit & brings here into Court the
letters of administration from the county of the sd
Lucas Dec'd, whereby it fully appears that administra-
tion as aforesaid has been granted unto the sd
Lynn.

J. Cowley Atty

The vi Com. Pleas
Stanhope
v
Lucas
Ren
J. Cowley Atty
Filed April 9th 1826
Wm F. Strong
Clk

Newton County Court of Common Pleas
of the Term of February eighteen hundred
& twenty six.

Newton County N.

Alexander Ross was
summoned to answer unto Lyne Starling
administrator of all & singular the goods &
chattels rights & credits which were of Lewis
Sullivant at the time of his death who died
intestate, in a plea of the case and therefore
the sd Lyne by J. Cooley his atty complaining for
that whereas heretofore to wit, on the four th
day of October eighteen hundred & five at
Newton County aforesd by a certain agreement
in writing then & there made, signed by the sd
Lewis in his life time & the sd Alexander, the
sd Lewis agreed to sell unto the sd Alexander
all that tract or parcel of land contained in
the following metes & bounds, to wit, beginning
at a corner in David Reed's lower line which
corner was formerly marked for sd Alexander
thence with David Reed's sd line to his south
west corner thence along David Reed's west back
line twenty poles thence westerly the same course
sd Reed's line leaves out from the creek untill
such line shall intersect the back line of an entry
made in the name of Robert Reed & thence
southerly to the south west corner of sd entry
thence with the lower line of sd entry easterly to
the south east corner of a survey formerly

made for Alexander Reed, there with his
back line to the point of beginning, which
courses & bounds were supposed to contain
between forty & eighty acres, and the said Alex-
ander Reed agreed to pay unto the said Sullivant
on or before the first day of January eighteen
hundred & fourteen the sum of three dollars per
acre for the tract from the act thereof for
each & every acre contained in the limits aforesaid with
this proviso on the part of said Reed that is to say
if the quantity contained in the limits aforesaid
should exceed eighty acres he might throw off
so much as to reduce the quantity to eighty acres
if he should think proper to do so, by receiving
the twenty poles along Daniel Reed's back line to a
less number of poles so that a line northerly as before
described shall reduce the quantity to eighty
acres, and the said Sullivant agreed that on or before
the said first day of January aforesaid (to wit the first
day of January 1814) the said Sullivant would
on receiving full payment as in said agreement
stipulated execute unto the said Alexander Hitchins
an assigns a good & sufficient general war-
ranty deed for the land aforesaid and the said
agreement being so made, afterwards to wit,
on the same fourth day of October in the year
aforesaid at Newark aforesaid in consideration thereof
& that the said Lucas at the special instance & request
of the said Alexander had then & there undertaken
& faithfully promised the said Alexander to per-
form & fulfill the said agreement in all things
on his part & behalf to be performed & fulfilled
by the said Alexander made then & there faith-

fully promised the said Lucas to perform & fulfill the said agreement in all things on his part & behalf to be performed & fulfilled. and the said Lyne & the said Lyne during his life time hath always performed & fulfilled the said agreement in all things on the part of the said Lucas to be performed & fulfilled exept to wit at Marion aforesaid. The said Lucas was ready & willing, on the said first day of January 1814 to make & execute a general warranty deed for said Land on receiving full payment for said Land agreeable to the stipulations in said agreement contained nor since until the time of his death & the said Lyne ~~since the death of the said Lyne~~ nor since the death of the said Lucas has been ready & willing & still is to execute & come to be executed a deed for said Land agreeable to the terms of said agreement but the said Lyne in fact says that the said defendant did not nor would perform the said agreement on his part tho, often requested so to do & did not nor would pay to the said Lucas on the said first day of January 1814 or at any other time the sum of three dollars per acre for said Land or any part thereof in the life time of the said Lucas or to the said Lyne since the death of the said Lucas tho, often requested. and the said Lyne in fact says that the Land in the metes & bounds above mentioned to the quantity of eighty acres of which the said defendant had notice to wit at Marion bounty aforesd on the said first day of January aforesd. To the account of the said Lyne (to whom acc[illegible] in interest of all & singular the goods & chattels rights & credits which were of the said Lucas at the time of his death by the bounty of Common Pleas of the bounty of Franklin been

Union Com. Plea

Alex. Reed
vs
Z. Plea &c

Lyme Meeting &c Defs &c
Filed Oct 11th 1826
Silas G. Strong
Clk

Copy Fees $0.30

Bell & Carrier for Pltff

Union Common Pleas 1826

Alex Reed
vs
Lyne Sterling Admr

3 Plea

and the said Alex by Bell & Cannon
his attorneys comes & defends the wrong & injury when &
&c says that the said agreement in writing in the said declaration
mentioned is not his deed & of this he the said Alex puts
himself upon the country &c

and for a further plea in this behalf the said Alex by leave
of the Court here for this purpose first had & obtained according to
the form of the Statute in such case made & provided says that
the said Lyne Sterling Admr ought not to have or
maintain his aforesaid action against him because he says
that he the said Alex on the said first day of January 1814 at Union
County aforesaid did tender & offer to pay to the said Lucas
Sullivant the said sum of Three Dollars per acre with
interest from the date of the said agreement in writing in the
declaration mentioned for all the land contained within the
bounds mentioned in said agreement in writing if said
Sullivant would make him a deed for said land
in pursuance of his undertaking in the said agreement in
writing above mentioned & that said Lucas Sullivant
then & at all times since then has neglected & refused
to convey said land to the said Alex as he was &
is bound to do by virtue of his undertaking in the
agreement in writing above mentioned according
to the tenor & effect thereof Contrary at Union County
aforesaid & of this he the said Alex puts himself
upon the Country &c

Bell & Cannon
Attys for Defts

It is therefore considered by the Court that the Defendant go hence without Day and thereon of the Plaintiff his costs

I Silas G Strong Clerk of the Supreme Court of the State & County aforesaid certify the foregoing a correct Summary of the proceedings in said Cause

In Testimony whereof I have hereunto set my hand and official Seal this 3rd Day of Augt 1835

Silas G Strong Clerk

Lyne Starling
vs
Summary Judgment
Alex Acra

Filed August 3 - 1835
Silas G Strong Clk

1835

State of Ohio Union County ss

Super— Court July AD 1828

Lyne Starling Adm— of Lucius Sullivant Dec— vs Alexander Rea

Action In Covenant Broken

Pleas Before the Honorable Calvin Pease & Charles R Sherman Esqrs Judges of the Supreme Court of the State of Ohio in and for the County of Union at a Court Began and held at the Court house in the Town of Marysville in and for the County of Union on the 23d Day of July 1828 —

Be it Remembered that on the 21st Day of June 1828 the Said Plantiff filed in the Clerks office of this Court a Transcript of the Record of the Process proceedings and Judgment in the foregoing Cause in the Court of Common Pleas From which Said Transcript it appears that at the October Term of the Court of Common Pleas of the County aforesaid the Parties Com— by their attorneys and thereupon Com— a Jury Who after being Duly Sworn well and truely to try the Cause and the Jury aforesaid upon their oaths aforesaid find that the Defendant hath not Broken Covenant It is thereupon considered by the Court that the Defendant go hence without Day and Recover of the Plantiff his cost from Which Judgment the Plantiff appealed to this Court — And afterwards on the Day & year first aforesaid Com— the Deft by his Counsel and the Plantiff failing to appear & prosecute his appeal Became nonsuit

I do here by assign all my write
to the with in note to Samuel Wilson
Samuel Reed

Samuel Wilson

Samuel Reed
Atte

Witness Eliza Wilson & Samuel Wilson
Eliza Johnson Jun

Fair value received twelve months
after December next I promise to pay unto
Samuel Pew or order the sum of sixty six dollars
one four shillings as witness my hand
this 28 of february 1824 Reuben Hale
Test John Gabriel
Ebn Gabriel

0

30-SC-3

No.

Union Common Pleas Court.

Lyne Starling admr.
Plaintiff,

AGAINST

Stephen McLain admr.
Defendant.

Sept 1830
Judg vs Defendt.

Supreme C

Journal 1 Page 18

Record No. 1 Page 92

Ex. Doc. Page

The J. D. Smith Co., Springfield, Ohio.

I Silas G Strong Clerk of the Said Court of Common Pleas
Certify the foregoing a correct transcript of the Docket and Journal Entries Made in Said Cause in Said Court of Common Pleas

Witness My hand and official
Seal this 10th Day of May A D. 1830

Silas G. Strong Clerk

State Court Union Co

Payne Starling Admr of
Queen Sullivant Plff

vs

Covenant
Mitchell McLean ads
& David Reece Deft

Docket & Journal
Entries

Filed May 10th 1830
Silas G Strong
Clk

Union County

Court of Common Pleas February Term 1826

Lynn Starling Admr of
Lucius Sullivant Pltff — Covenant
vs
Alexander Reed admr of
David Reed Defendant — Continued for Declaration

November Term 1826

Lynn Starling Admr of
Lucius Sullivant Dec Pltff — Covenant
vs
Alexander Reed Admr of
David Reed Dec Defendant — Plaintiff has
Leave to amend Declaration & Cause Continued

February Term A D 1827

Lynn Starling Admr of
Lucius Sullivant Pltff — Covenant
vs
Alexander Reed admr of
David Reed Deft — Cause Continued by
Consent of parties

February Term 1829

Lynn Starling administrator of Lucius Sullivant Pltff
vs
Alexander Reece Admr of David Reece Defendant

Covenant

This day came the Plaintiff and it appearing to the Court that the said Alexander since the last continuance of this case has been removed from the administration of said Estate, and that Stephen McLain has been appointed administrator of said Estate. Whereupon the said Steph McLain is made Defendant in place of said Alexander Remain and this cause is continued —

September Term 1829

Lynn Starling Admr of Lucius Sullivant Pltff
vs
Admr of David Reece Deft

Covenant

Demurrer submitted & — Considered and Judgment for Plaintiff Damages assessed by court at — Seven hundred and thirty three dollars and Eighty five cents and for Costs of Suit &c

Notice of Appeal by Deft —

October Term A D 1827

Lyne Starling Adm^r of
Lucius Sullivant Plantiff
v
Alexander Reed Adm^r of
David Reed Defendant

Covenant
On Demurr

In this Case on agreement of Counsel It is Ordered that the Defendant be permitted to withdraw demurr and have liberty to plead within sixty days by paying all costs since filing Demurr
Cause Continued — —

February Term A D 1828

Lyne Starling Adm^r of
Lucius Sullivant Plff
v
Alex^r Reed Adm^r of
David Reed Defendant

Covenant

This Day Came the parties and by leave of court the Plantiff filed herein his Amended Declaration and thereupon the Cause is continued —

September Term 1828

Lyne Starling Adm^r of
Lucius Sullivant Plff
v
Alexander Reed Adm^r of
David Reed Deff

Covenant

Continued at Deff^s
Costs —

Lyne Starling adm
of Lucy Sullivant
vs } Mandate
Stephen McLain
adm of D. Ricca

State of Ohio
Union County } To the Judges of the court of common Pleas
of said County of Union Greeting

Know ye that at a Supreme Court began & Held at the Court House at the Town of Marysville in and for the County of Union on the 26th Day of Sept. 1830 in a certain Action in the covenant Between Lynn Stanley Admr of Lucius Sullivant Plantiff & Stephen McLain Admr of David Reed, Brought Hither from your Court By appeal, a trial Has been had by the Parties and a Judgement is rendered in said court in favor of the said Lynn Stanley admr of Lucius Sullivant for the Sum of Seven Hundred and Sixty Eight Dollars and forten cents — and Costs of Suit — Wherefore we Command that immediately on the Receipt of this you do without delay Grant unto the said Lynn Stanley Admr of Lucius Sullivant Execution Against the said Stephen McLain Admr of David Reed agreeably to the Statute in such case made and provided

Witness the Honorable Joshua Collett Esqr Chief Judge of the said Supreme Court at the court House this 22d Day of Nov 1830

Silas G Strong Clerk

David Reeds
with } Contract
Lucas Sullivant

Filed in Common
Pleas 1st Sept 1828
Silas G Strong
Original file in Com
mon Pleas
attest Silas G Strong

Filed in Supreme
Court May 4th 1830
Silas G Strong

#34 Vol 16th
Feb 1826.
J. Cooley

These presents Witnesseth that Lucas Sullivant has agreed to sell unto David Reed the ballance of the land that may remain in the limits of an entry made in the name of Robt. Hays, & Lucas Sullivant, on which the said Reed now lives after deducting therefrom the amount of land heretofore sold to said Reed by said Sullivant out of said entry & also the land sold to Alexander Reed by said Sullivant out of the said entry as may appear & be ascertained by reference to the writings between the parties relative thereto, the said Reed agrees to pay said Sullivant at the Rates of four dollars p acre for the said land whatever it may be with Interest from this date, which he agrees to pay as may suit his convenience within four years from this date, and as said Sullivant has not obtained his patent from the United States, but holds it by purchase only, It is agreed by & between the said Reed & said that should he the said Sullivant finally, not obtain a patent or legal title to the said land, & the said Reed should be legally evicted from possession of the same, that he the said Sullivant will then & in that case refund to said Reed his heirs &c at the rates of four dollars p acre with Interest from such eviction for each & every acre so sold & paid for, that said Sullivant may not make good his title for — In Witness whereof the parties have hereunto set their hands & seals the third day of August 1819 —

Lucas Sullivant (Seal)

David Reed (Seal)

Summons Random Reed & others

9281 m

281

843
921
221
38
821

479
7
191

L. Hamling
Plot 16½ acs
D. Reed. Land
Filed May 3d 1828
Silas G Strong Clk

Original filed in
Cond Plea 3 - 45
Attest Silas G Strong
Clerk

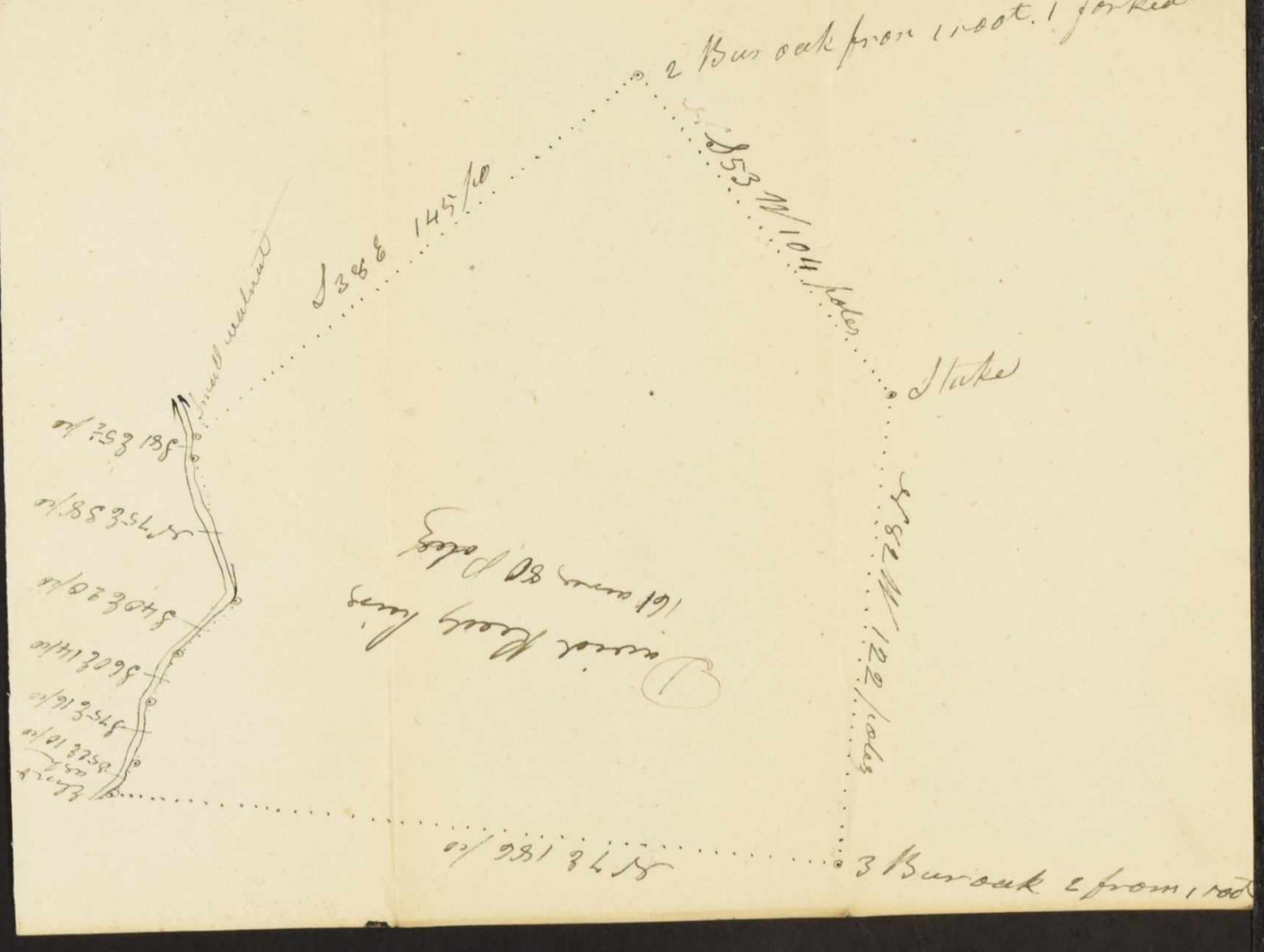
Filed May 4th 1830
Silas G Strong
Clerk SC

Adm.r of Lucas Sullivant

Surveyed for Lyne Starling, 161½ acres of Land sold to David Reed on the Lower side of Darbys creek bounded as follows to wit Beginning at an ash and elm upper corner on the Creek thence down the Creek with its meanders S 52 E 10 p.o S 75 E 16 poles S 60 E 14 poles S 40 E 20 poles N 75 E 38 poles thence S 81 E 5½ poles to a small walnut. thence leaving the Creek S 38 E 145½ p.o to two bur oaks from one root one forked thence S 53 W 104 poles to a Stake in line in a prairie thence N 82 W 122 poles to three bur oaks two from one root thence N 7 E 186 poles to the beginning. Sept 6th 1828

Jas. E Donalson
Vandover Reed } Chainmen

David Chapman S.v.r



Stanley & ux

v.

McLean & ux

Order allowing

Sup. Court

Sept. 7 1830

Receipts — allow a July. 11. 1826 — 34.
" — June 21. 1826 — 136
Sept. 7. 1826 — 128
298.

J. Duncan Atty for Pltf

John H Parker
for deft

Sup. Ct. Jn 1830

Rec'd Feb 1st 1831
S B Johnson D
for D Miller Sheriff

Union Court of Pleas

Lyons Sterling admr
vs Fieri
Stephen McLaine

Debt	$768.14
Costs to Writ	
Docket	$10.00
Clerk	11.29
Mend Collins	2.44
Sheriff Collins	.66
Witnesses	1.00
	$793.53

Int from Feb 20th
A D 1830 –

No goods or chattels found in the hands
of the within named Stephen McLaine
belonging to said Estate Whereon to Levy
February 14 1831

Daniel Miller Sheriff
By Samuel B Johnson Dep

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, That of the Goods and Chattels ~~of~~ and effects in the Hands of Stephen McLain Administrator of David Reed Deceased yet Unadministered

late of your bailiwick, you cause to be made the sum of Seven Hundred and Sixty Eight Dollars and fourteen Cents Damages by reason of a Breach of Covenant Together with the Sum of $25,37½/100 The Costs in this behalf Expended

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20 day of Sept A. D. 1830 until paid; ~~and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said~~

All of Ethan Lynn Starling Administrator of Lucius Sullivant Dec

late in the Union Court of Common Pleas, recovered against The Said Stephen McLain Adm whereof He is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Lynn Starling Adm the Said Sum of $793,51½ and interest as aforesaid

and have you then there this writ.

WITNESS, The Honorable Frederick Grimley President of our said Court, at the Court House aforesaid, this 7 day of January A. D. 1831

ATTEST, Silas G. Strong CLERK.

30-SC-4

No.

Union Common Pleas Court.

Wm W Haines
Plaintiff,

AGAINST

Wm S Sullivan et al
Defendant.

Sept 1830
Judg vs Plaintiff.

Journal 1 Page 19

Record No. 1 Page 117

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

William W. Adams
vs } Bill of Injunction
Wellington S. Sullivan

Filed May 17th 1827

Silas G. Strong
Clerk

Bell & Cowen Solicitors –

the premises by the strict rules of the common law and can only have relief in the premises by the interposition of the Equity Jurisdiction of this Honorable Court where all such things and matters are properly Cognizable may it please your Honors to Grant unto your Orator your Writ of Injunction directed to William S Sullivant Sheriff of Union County, Commanding him ~~that~~ and each of them to desist from making any levy by virtue of said Execution or any Execution shall or to be issued upon said Judgment and to absolutely desist and wholy forbear doing any thing further in the premises untill your Honors shall have over determined the same May it please your Honors to grant your Writ of Subpoena to said ~~them~~ William S Sullivant.

and your Orator as in duty bound will ever pray &c

Ball and Cowin
Solicitors for William W Dames

State of Ohio
Union County } ss May 16th 1847 This day personaly appeared before me James Lowry one of the Associate Judges of the Court of Common Pleas for Union County State of Ohio, William W Dames and made oath that all the several matters and things contained and set forth in the above and foregoing Bill are true so far as they are set forth to be of his own knowledge and so far as set forth to be by information derived from others he believes to be true.

James Lowry Ass. Judge Union Co.

State of Ohio
Union County } ss To the Sheriff of Union County
Let a Writ of Injunction be issued in the above case agreeable to the within prayer of the complainant on his giving such bond as the law requires
May 16th 1847.
James Lowry Ass. Judge Union Co.

Sterling Administrator of said Lucien Sullivant deceased
has not yet settled the concerns of said Estate your orator
has been informed that the whole of the Estate will be
expended in settling the debts due from said Lucien
Sullivant deceased but whether that be true or not your
orator is unable to say but he does not consider himself
safe in paying for said one hundred acres of land
agreeable to the contract made with said William S Sullivant
until said Sullivant by law has a legal right to convey
the same to your orator by a deed indefeasible which
right at this time said Sullivant has not your orator further
states that said Lyne Sterling Administrator as aforesaid
died before and still refuses to satisfy the contract made
by your orator and said William S Sullivant and that said
Sterling informed your orator that (he) your orator would
be not be safe in paying said Sullivant for said
lands your orator further states that the said William
S Sullivant has brought suit and obtained a judgment
against your orator in the court of Common pleas of
Union County in his said Sullivants favor for the
amount of one hundred dollars with interest on the
above mentioned note of one hundred dollars given by
your orator to said Sullivant as part of the consideration
for said one hundred acres of land and the same
deceased note made payable in August 1815 ——
which judgment is at this time in full force against
your orator but in said Union County and your orators
property is liable to be taken in execution for the
same or his body taken to satisfy said judgment —
all of which doings and doings are contrary to
equity and good conscience and tend to the manifest
injury of your orator in tender consideration whereof
and in as much as your orator is remediless in

To the Honourable the Judges of the Court of Common Pleas when sitting within and for the County of Union and State of Ohio in Chancery setting your Orator William W. Hanes of the County aforesaid humbly complaining sheweth unto your Honours that in the year 1825 and as near as your Orator remembers in the Month of April of said year he purchased of one William S. Sullivant of Collumbus Ohio, one Hundred Acres of land lying and being in the County of Union aforesaid for the sum of four Hundred and fifty Dollars payable as hereinafter mentioned that is to say one Hundred Dollars in four weeks one other Hundred dollars to be paid in August 1825 and the balance of three Hundred and fifty dollars to be paid in August 1826 for all of which payments your Orator Executed to said Sullivant his sealed notes the first mentioned Hundred Dollars your Orator paid

Which was at the time the said contract was made

your Orator further states that the said Sullivant at the time he Executed to your Orator his Bond for the conveyance of said one Hundred Acres of land had no right to sell or convey said land, although he then informed your Orator that he had a good right so to do that said one Hundred Acres was then a part of a tract of land owned by Lewis Sullivant in his lifetime and was at the time of said contract made between your Orator and said William S. Sullivant subject to the control and disposal of Lyne Sterling Administrator of said Lewis Sullivant deceased that at the time of the making of the aforesaid contract the tract of land of which said 100 acres was a part was not divided among the Heirs of said Lewis Sullivant and your Orator believes said land has never yet been divided amongst said Heirs your Orator states that he is informed and believes that said ~~Lewis Sullivan~~ Lyne

Elwm W Haines
vs Bill of Injunction
Wm S Sullivant

Filed Oct 29th 1827

Silas G Strong
Clerk

proceeds until the same can be heard and determined by your honours and to do such other things and to grant such other relief as to your honours may seem meet and your orator as in duty bound will ever pray &c

May it please your honours to grant to your writ of subpoena to said William Sullivant &c

D S Bell
Solicitor for William W Haines

State of Ohio } William W Haines being duly
Union County } sworn before me
upon his corporeal oath says that the things and matters contained and set forth in this his Bill so far as stated to be of his own knowledge are true and so far as stated to be from information their declared from other he believes to be true

Sworn to and subscribed before me this 24th day of Oct. 1827.

James Lenny
an Asst. Judge for
Union County

William W Haines

State of Ohio } Let a Writ of Subpoena issue as prayed for
Union County }

James Lenny Asst. Judge

The Clerk of Union County.

well knowing the premises but contriving and
fraudulently intending to defraud and deceive
~~the said~~ your orator in this behalf wickedly
and maliciously has commenced a suit in the
Court of Common Pleas for Union County on
the note for one hundred dollars due in August
1825 on which judgment has been obtained and
Execution issued and the property of your orator
levied upon all of which actings and doings
of the said William S Sullivan are contrary to
Equity and good conscience and tend to the
manifest injury of your orator in contravention
whereof and in as much as your
orator is remediless in the premises by the strict
rules of the Common Law and can only obtain
relief in the premises by the Equity Jurisdiction
of this honourable Court where all such
matters and things are properly may it please
your honours to compell said William S Sullivan
to answers to make upon his corporal oath
to all the things and matters set forth in this
Bill as particularly as though the same were
here again mentioned and to answer that said
William S Sullivan ~~assign said suit and return~~
~~to your orator the other note of $500~~ at his
~~own costs~~ be perpetually enjoined from any further proceeding
in the premises and be compelled to refund to your
orator the amount of one hundred dollars paid being
the amount of the first note due as appears from an endorse-
ment made on said article of agreement
and to grant your writ of Supersedeas to the
Sheriff of said Union County commanding him
to desist from proceeding any further in the

by said Act to which act your Orator prays
a reference may be had and that the same may
be taken and considered as a part of this Bill
and your orator states that he is informed & believes
that there are two other heirs of the said Camers
Sullivant deceased besides the said William S Sullivant
that no partition of the said one thousand acre
tract of land was made at the time of the afore
said Contract your Orator further states that the
said Lyne Starling refuses to ratify the contract
made as aforesaid between your orator and
said William S Sullivant under the authority
vested in him by the act of the Legislature above
mentioned or any other sale made by the said
William S Sullivant of real estate your Orator
respectfully states that his is ready and willing
and at all times has been ready and willing
to pay to said William S Sullivant the balance
of said four hundred and fifty dollars for
said land in the previous bill and manner that
he agreed to pay for the same as specified
in said article of agreement and mentioned
in said note providing he can obtain a good and
sufficient Warranty deed for said land and
bring the money here into court for said purpose
and is ready to tender the same your orator further
states that he verily believes that if he pays with
his money before he obtains a deed or before
said Sullivant is enabled to make a deed that
he will lose the whole amount thus paid as
he believes said Sullivant will not be able to
make him a deed nor would be able to refund
said money again he to pay him the same —
yet the said William S Sullivant well knowing

first day of August 1826 and your orator further
sheweth to your honours that at the time of the
aforesaid Article & Agreement being Entered in
to and the giving of said notes said Sullivan
represented to your orator that he the said Sull
ivan was the lawful owner of said and known
as Lands and that he had a good
and lawful right to sell and convey the same
and to make a good warranty deed therefor
your orator further states that he has since ascertained
that at the time of making said contract said
Sullivan was not the owner of said lands
nor had he a right to sell the same nor has he yet
any right to sell or dispose of the same nor is
he yet the owner of said lands so sold or agreed to
be sold by him to your orator as aforesaid but
that the same then did and still does belong
to the Estate of one Lewis Sullivan late of said
Franklin County deceased together with a number
of other tracts of lands in this State and your
orator further sheweth unto your honours that
he is informed and verily believes that the Estate of
said Lewis Sullivan is insolvent or very much
involved and that it will be necessary to sell
the greater part if not the whole of his real
Estate to discharge the debts by him owing at the
time of his death for which purpose one Lyne
Sterling the Administrator of said Lewis Sullivan
deceased has been authorised by a special act of
the Legislature of the State of Ohio to sell the
whole of the lands owned by the said Lewis
Sullivan at the time of his death or so much
thereof as may be necessary to pay the debts owe
ing by said Estate in the manner pointed out

To the Honourable the Judges of the Court of
Common Pleas of Union County State of Ohio when
in Chancery sitting your orator William W Hanes
of the County aforesaid humbly complaining shew
unto your that in the month of April 1825
he your orator entered into an article of agreem
ent bearing date April 28th 1825 ~~by virtue of~~
~~which article~~ with one William S Sullivant of
the County of Franklin Ohio by virtue of which
article said Sullivant agreed to sell and dispose
of to your orator one hundred acres of land on
Darby Creek in the County of Union aforesaid being
a part of an Entery No 3681 patented to
Lewis Sullivant over the whole tract patented to said
Lewis being 1000 acres of which 1000 said 100 acres
is a part in consideration whereof ~~the said~~ your orator
bound himself in said article of agreement to pay
the said Sullivant four thousand one fifty dollars
as follows ~~viz~~ one hundred in four years from
the date of said article one other hundred dollars
on or before the first day of August then next
following and the remaining two hundred and
fifty dollars on or before the first day of August
1826 on the payment of which several sums
the said Sullivant agreed to make Execute to said
your orator a General Warranty deed which
article your orator prays may be meant a part
of this Bill for the payment of which said sums
your orator on the day of the date of said
agreement executed and delivered to said Sullivant
his your orators notes payable as specified in the
said article that is to say the one note for
one hundred dollars dated as aforesaid payable
in four years from said date one for one hundred
dollars payable on or before the first day of August
then next following and third one last for two
hundred and fifty dollars payable on or before the

Wm W Haines

vs Z Subpoena In Chy

Wm J Sullivant

Served

John McElvain

Sheff H Cty

fee,

M Service - 40

Copy - 25

$1.65

Filed Jany 1st 1828

Silas G Strong Clk

Injunction allowed & Bail Bond

Silas G Strong Clk

State of Ohio

Union County ss To The Sheriff of the County of Franklin Greeting

We command you to summon William S Sullivant that he be and appear before the Honorable the Judges of our Court of Common Pleas of the County aforesaid at the Court House in the Town of Marysville on the 1st day of our Next term To answer unto William W. Haines The Matters and things contained in a certain Bill filed in our Chancery Court against him by the said William W Haines and this he shall in no wise fail under the Penalty of the Law

Witness The Honorable Ebenezer Lane Esq President of our said Court at the Court-House in the Town of Marysville this 24th day of October 1827

Silas G Strong Clerk

Mem Com. Pleas

Joel Butler et al
ats
Wm W Haines } Chancery

Answer
Filed July 19th 1829
Silas G Strong
Clk

Original file in Comm
Pleas office Silas G Strong
Clk

John S Emmes Solr.

Philadelphia County S.S.

I Matthew Randall Prothonotary of the Court of Common Pleas for the City and County of Philadelphia do certify that the John Binns Esquire before whom the preceding deposition was taken who has hereto set his hand and affixed his Seal was at the time of so doing and now is one of the Aldermen of the City of Philadelphia and ex officio a Justice of the peace duly commissioned and qualified whose acts as such full faith is due and ought to be given as well in Courts of Justice as elsewhere —

In Testimony whereof I have hereto set my hand and affixed the Seal of the said Court at Philadelphia the Seventh day of February Eighteen hundred & Seventy nine

Matthew Randall
Pro Thonotary

eighteen hundred and twenty six, before the same was due and payable, and that he said defendant has recovered judgement in said last named suit for his damages sustained by said ~~Defendant~~ through the neglect and refusal of said Harris to pay said note, as well as for the costs by this defendant expended in his said suit. This defendant expressly denies all knowledge of the said note being fraudently obtained from said plaintiff Harris; he declares, that he took the same in the course of business, that he paid therefor in good faith a valuable consideration, and that the same was not assigned to him in trust, or to enable said Sullivant to recover the amount thereof in the name of this defendant as assignee. and that the money arising therefrom when recovered is to enure to the use and behoof of this defendant alone.

And this defendant denies all and all manner of confederacy and combination in the complainants said bill of complaint. - all which matters this defendant is ready and willing to aver maintain & prove as this honorable court shall direct, and prays to be dismissed hence with his reasonable costs and charges in this behalf most wrongfully sustained:

Joseph H. Crowell
Joel Butler Esq

Witnesses present.
John Dixon
James Horner

Sign 3

The said Joel Butler makes oath that the matters and things contained in the foregoing answer are true, as far as stated from his own knowledge, and that what is given on the information of others he believes to be true:

Sworn & Subscribed Before me at the City of Phila. February 7 - 1829

John Binns Esq
ads.

ad same before

The State of Ohio } In the Com. Pleas—
Union county } ss.

The separate answer of Joel Butts to the Bill of complaint of Wm W. Haines.

This defendant saving to himself all benefit of exception to the manifold errors and insufficiencies of the said plaintiffs bill of complaint, for answer thereunto or to so much thereof as he is advised is material for him to answer to,- says that he knows nothing of defendant Sullivant's having sold to the said plaintiff a parcel of land as is alledged in said bill-- nor of the contract between them, nor of the alledged defects in the title of said Sullivant.

This defendant further answering says that he never did commence and prosecute any suit in the Com mon Pleas of Union county against the said plaintiff on any note for the sum of one hundred dollars, and that he never did recover any such judgment as is set forth in said bill. This defendant admits that he did prosecute his suit in said court against said plaintiff - to recover his damages for the non payment of a note for two hundred and fifty Dollars made by said plaintiff Haines, dated 23 april 1825 payable to said Wm S. Sullivant and assigns on or before the first day of august eighteen hundred and twenty six, and which note the said Sullivant assigned for a valuable consideration to this defendant on the thirteenth of april

Hayes
vs } assumpsit
Sutherland

filed May 20th
1829
S G Strong

Originally filed in the
Common Pleas
After Silas G Strong
Clerk

Filed May 4th 1830
Silas G Strong Clerk
Supr Court

The separate answer of William S. Sullivan to a bill in chancery filed against him & others by W. W. Flagler

The said defendant ~~[illegible]~~ now & at all times hereafter saving & reserving to himself all manner of advantage of the many imperfections in complainants bill contained for answer thereto or to such thereof as he is advised is material for him to answer saith that he admits that he sold land as set forth in complainants bill that he has received from one of said notes, as charged & assigned the other to said Butler & he also says that he has good & legal title to said land so sold as he is advised & verily believes that he has a good & sufficient title to said land in fee simple. That ~~complainants~~ respondents informed complainants that he should have his title when one he received by his money ~~[illegible]~~ respondent now has & says exists his deed & legal title title deeds show terms the same as exists upon the money is found to be delivered ~~[illegible]~~ to complainants when on the money shall be paid the respondent claims all fraud & combination whereof he stands charged without this that there is any other matter

or they were then admitted heard or dead

they that be be then discharged forth of

[illegible] for respondts

Sworn to in open court this 10th of Oct 1828

Silas G Strong clk

Union Com Pleas

Wm. W. Haines

To } Appeal Bond

Com. J. Sullivant &

Jacob Bulley —

Filed April 6th 1830

Silas G Strong

Clerk

Know all men by these presents that We William W. Haines and Levi Phelps are held and firmly bound unto William Sullivant and Joel Butler in the full sum of Nine Hundred and Twenty one Dollars and Forty Cents Lawfull Money of the United States To the payment of which Well and Truely to be made We Bind our Selves our Heirs Executors & administrators Jointly and Severally firmly by these presents Sealed with our Seals and dated this 6th Day of April 1830

The conditions of the above is such that whereas at the Court of common Pleas in and for the County of Union in Chancery Selling William Sullivant & Joel Butler Obtained a Decree for the Sum of $460.80 ~~the Day for~~ which ~~the above bound~~ to Do this Day against the above Bound William W Haines from which the said William W Haines has taken an appeal to the Supreme Court Now if the said William W Haines Does prosecute said appeal to final Decree in Supreme Court and pay all Costs and Condemnation Money in case ~~this~~ said Decree shall be affirmed in said Supreme Court then and in that case this bond is to be null & void otherwise to remain in full force and virtue

Attest
Silas G. Strong Clk

William W Haines (Seal)

Levi Phelps (Seal)

Precept for
Execution -
Filed July 23rd 1888
Silas G Strong
Clk

Joel Butler assignee of Mrs S. Sullivant } Judgt
v
Mrs W. Haines

Same } Judgt.
v
John Coolege

Issue execution immediately after term.
and if stayed by injunction be particular to have good security

John W. Parker

Wm W Haines
Jas Z Ingersoll
Wm H Sullivant
Test - - - - - -

State of Ohio Union County ss

To William S Sullivant and to all Sheriffs Coroners Constables and Justices of Said County Greeting

Whereas William W Haines Has Lately Complainant Has Lately Exhibited in our Court of Chancery his Bill of Complaint against you William S Sullivant Defendant To be Relieved touching the Matters and things therein Contained and yet in the Mean time you unjustly as it is alledged prosecute the Said Complainant at Law Touching the Matters in the Said Bill Complained of We therefore in consideration of the premises Do strictly Enjoin and command you ~~the~~ the Said William S Sullivant and all and every of the persons before mentioned under the Penalty of the Law that you and every of you Do absolutely Desist from all further proceedings from Law against the Said Complainant touching any of the Matters in the Said Bill complained of Untill the Said Defendants Shall have fully answered the Said Bill and Said Court Shall make them order to the contrary

Witness Ebenezer Lane President Judge of our Said Court at the court House this 29th day of October one thousand Eight Hundred and Twenty Seven Silas G Strong Clerk

Wm W Haine

vs } Writ of Inj.

Wm Sullivant

State of Ohio Union County ss

To William Sullivant and to all Sheriffs Coroners Justices and Constables of said County Greeting

Whereas William W Haines Complainant has lately Exhibited in our Court of Chancery his Bill of Complaint against you William Sullivant Defendant, to be relieved touching the Matters therein contained and yet in the meantime you unjustly as it is alledged Prosecute the complainant at Law Touching the matters in the said Bill Complained of; We therefore in consider of the Premises Do strictly Enjoin and command you the said William Sullivant and all and Every of the Persons before Mentioned under the Penalty of the Law that you and Every of you Do absolutely Desist from all further Proceedings from law against the said Complainant touching any of the Matters Complained of in the said Bill Untill you the said Defendant Shall have fully Answered the said Bill and said Court Shall Make then order to the Contrary Witness the Honorable Ebenezer Lane President of our said Court at the Court house in Marysville in said County this 9th day of June 1827

Test Silas G Strong Clk

as to get him to convey said one hundred acres of Land above described to your orator as aforesaid which said Lying & Stating that at all times refused to do or perform — And your orator further sheweth unto your Honors that he has frequently informed said William S. Sullivant that he was ready & willing to comply with his aforesaid Contract & to pay him the ballance of the purchase money due on said Contract if he could safely be assured of obtaining a Title to said one hundred acres of Land And your orator has cause to fear that said William S. Sullivant would have complied with this his reasonable request — But now so it is may it please your Honors that the said Wm S. Sullivant combining & confederating himself with one Joel Butler of the County of Franklin whom your orator prays may also be made Defendant to this his Bill of Complaint & divers other persons to your orator unknown & contriving & wickedly & ellaviously intending to cheat & defraud your orator in this behalf the said William S. Sullivant hath commenced a suit on the said one hundred dollar note in the Court of Common Pleas for Union County & has recovered a judgment against your orator for the amount due on said note together with costs of suit & the said Wm S. Sullivant further contriving & intending as aforesaid has assigned the last note mentioned in said Article of agreement for Two hundred & fifty dollars to the said Joel Butler with a full & perfect knowledge on the part of said Butler as your Orator is informed & believes at the time said assignment was made that said note was fraudulently obtained by said Wm S. Sullivant from your orator as aforesaid in order to enable said William S. Sullivant to collect said note in the name of an assignee & for no other purpose whatever — And your orator further sheweth that the said William S. Sullivant & Joel Butler have commenced an action in the Court of Common Pleas for Union County on said last mentioned note for Two hundred & fifty dollars in the name of said Joel Butler assignee of said William S. Sullivant & have recovered judgment

That he is informed & believes that the Estate of said Lucas Sullivant deceased is very much involved & that it is very uncertain whether the Real & Personal property belonging to said Estate will pay the debts due & owing by said Estate or not. And your orator further sheweth that Letters of administration on the Estate of said Lucas Sullivant Deceased has been granted to one Lyne Sterling who has not yet settled up the business of said Estate. And your orator further sheweth that said Lyne Sterling Administrator as aforesaid has been authorized by an act of the General Assembly of the State of Ohio to sell & dispose of any part or the whole of the Real Estate of the said Lucas Sullivant Deceased under the provisions & restrictions contained in said act to enable him to pay the debts owing by said Estate as by said act reference being thereto had & which your orator prays may be taken & considered as a part of this his bill of Complaint more fully & at large appear. And your orator further sheweth unto your Honors that the whole of the Real Estate belonging to said Lucas Sullivant Deceased if any remained after paying his just Debts descended to the said Wm S. Michael & Joseph Sullivant as joint Tenants & Heirs of said Lucas Sullivant deceased. And your orator further sheweth that no partition of said Real Estate has ever been made by said Heirs nor has said Williams S. Sullivant in any way or manner been authorized either by the said Michael or Joseph Sullivant or by the said Lyne Sterling administrator as aforesaid to sell dispose of or convey any part of the Real Estate belonging to the said Lucas Sullivant Dec'd

And your orator further sheweth unto your Honors that so soon as he could see the said Wm S. Sullivant after he ascertained that he had no right to the sole and unlimited means of Land sale by him to your orator as aforesaid or any authority to convey the same that he was ready & willing to pay the ballance of said purchase money at the time it became due if he could be safely assured that he could obtain a good Title for the same. And your orator further sheweth that he has frequently endeavored to get said Lyne Sterling administrator as aforesaid to ratify said sale so made by said Wm S. Sullivant to your orator as aforesaid

as to get him to convey said one hundred acres of land above described to your orator as aforesaid which said legal titling has at all times refused to do or perform — And your orator further shewetth unto your Honors that he has frequently informed said William S. Sullivant that he was ready & willing to comply with his aforesaid contract & to pay him the ballance of the purchase money due on said contract if he could safely be assured of obtaining a title to said one hundred acres of land And your orator has made proper that said William S. Sullivant would have complied with this his reasonable request — But nevertheless it is may it please your Honors that the said Wm. S. Sullivant combining & confederating himself with one Joel Butler of the County of Franklin whom your orator prays may also be made defendant to this his bill of complaint & divers other persons to your orator unknown & contriving & wickedly & ellaviously intending to cheat & defraud your orator in this behalf the said William S. Sullivant hath commenced a suit on the said one hundred dollar note in the court of Common Pleas for Union county & has recovered a judgment against your orator for the amount due on said note together with costs of suit & the said Wm. S. Sullivant further contriving & intending as aforesaid has assigned the last note mentioned in said article of agreement for two hundred & fifty dollars to the said Joel Butler with a full & perfect knowledge on the part of said Butler as your orator is informed & believes at the time said assignment was made that said note was fraudulently obtained by said Wm. S. Sullivant from your orator as aforesaid in order to enable said William S. Sullivant to collect said note in the name of an assignee & for no other purpose whatever — And your orator further shewetth that the said William S. Sullivant & Joel Butler have commenced an action in the court of Common Pleas for Union county on said last mentioned note for two hundred & fifty dollars in the name of said Joel Butler assignee of said William S. Sullivant & have recovered judgment

To the Honorable the judges of the Court of Common Pleas
within & for the County of Union when in Chancery sitting
Humbly Complaining Showeth unto your Honors your
Orator William W. Haines of said County of Union that
on the Twenty third day of April in the year of our Lord
Eighteen hundred & Twenty five your Orator entered into an
Article of agreement with one Wm S Sullivant of the County of
Franklin in the State of Ohio & whom your Orator prays may be
made Defendent to this Bill by which said Article of agreement
the said William S. Sullivant agreed to sell & dispose of to your
Orator one hundred acres of Land situate in Union County
on Dubys Creek being part of a Survey No 3681 Patented
to Lucas Sullivant for one thousand acres the said one hun-
dred acres so sold by said Wm S Sullivant to be bounded
& described as follows Viz Beginning immediately on the
West Bank of the Creek where the upper line of said Survey
crosses the Creek Thence running South 53° W 126 poles with
said line thence S. 37° E. 10 poles that a line N° 53° E. to the Creek
will run to the Creek as an Eastern Boundary give the quantity
of one hundred acres in consideration of which your orator
agreed to pay said Sullivant Four hundred & fifty dollars
one hundred Dollars to be paid within four weeks from
the date of said Article of agreement one hundred dollars
on or before the first day of August then next ensuing
& the remaining Two hundred & fifty dollars to be paid on
before the first day of August in the year of our Lord
Eighteen hundred & Twenty six for which said several pay-
ments of money as shall mature your Orator Executed
& delivered his promissory notes to said William S. Sullivant
and the said William S. Sullivant for the same agreed with
your Orator in case by said Article of agreement that
upon the payment of the said sum of Money by the said
your Orator to the said Wm S. Sullivant being made he the
said Sullivant his Heirs or assigns would make to your Orator

a general Warranty Deed for said one hundred acres of Land as by said Article of agreement reference being thereto had & which your Orator prays may be taken & considered as a part of this his bill of Complaint well more fully and at large appear And your Orator further sheweth unto your Honors that at the time of entering into said Article of agreement he executed and delivered to the said Wm. S. Sullivant his three several promissory notes for the payment of said four hundred & fifty dollars according to the stipulations mentioned & contained in said Article of agreement above mentioned. And your Orator further sheweth unto your Honors that he has since paid to the said William S. Sullivant one hundred Dollars the amount of the note that first fell due at the time it so became due. And your Orator further sheweth unto your Honors that at & before the time of the sale of said one hundred acres of Land as made by the said Wm. S. Sullivant to your Orator as aforesaid the said William S. Sullivant represented unto your Orator that he was the true & lawful owner of said one hundred acres of Land & that he had good right full power & lawful authority to sell dispose of & convey the same by Deed in Fee Simple And your Orator further sheweth unto your Honors that since the purchase of the said one hundred acres of Land as aforesaid he has ascertained that the said William S. Sullivant at the time he sold said one hundred acres of Land to your Orator was not the owner of the same nor had he at that time or at any time since any right to dispose of sell or convey the same to your Orator or any other person. And your Orator further charges as the truth is that the whole of the said one thousand acres of Land out of which the one hundred acres so sold by said William S. Sullivant to your Orator as aforesaid was taken at the time said sale was made & at all times since then belonged to the Estate of Lucas Sullivant deceased late of Franklin County who died intestate leaving the said William S. Sullivant Elisha Sullivant & Joseph Sullivant his Heirs & Legal representatives And your Orator further sheweth unto your Honors

against your orator for the amount due on said
together with Costs of suit and are about to issue Executions
on both of said judgments against the property of your orator
altho your orator has at all times since said notes become
due been ready & willing to pay & discharge the same ~~[illegible]~~
~~he could obtain a good legal Title in fee simple to said~~
~~and demand a deed of land [illegible]~~. And your
orator still is ready & willing to pay the full amount due
on said notes & brings here into this Honorable Court
the full amount of money due on said notes to be disposed
of as this Honorable Court shall order & direct. ~~In Tender~~
~~[illegible]~~ and doings of the said Wm S. Sullivant
& Joel Butler & their Confederates are contrary to Equity
& good Conscience & Tend to the manifest wrong & injury
of your orator in Tender consideration whereof &
in asmuch as your orator is remediless in the premises
by the strict rules of the Common Law & can only be
relieved by the aid & interposition of the Equity jurisdic-
tion of this Honorable Court where frauds of this
nature are properly cognizable & relievable your
orator prays that the said Wm S. Sullivant & Joel Butler may
be compelled on their several corporal oaths perfect true & per-
fect answers to make to all & singular the matters & things
contained in the foregoing Bill as fully & particularly
as if they & each of them were here again particularly
interrogated to every part & parcel thereof and that your
Honors would grant unto your orator your orator your
Writ of Injunction directed to the said William S. Sullivant
& Joel Butler of Franklin County commanding them
to cease from all further proceedings on both of said
judgments so obtained by the said Wm S. & Joel as aforesaid
against your orator and that your Honors on the final

of the case would, Decree that said William Sullivant & Joel Battles be perpetually enjoined from collecting or in any way disposing of the said judgments so obtained by them against your orator as aforesaid or that the said William S. Sullivant on receiving the amount of money due on said judgments sign seal execute & deliver to your orator a good & sufficient Deed in Fee simple to the said one hundred acres of Land above described according to the spirit meaning & true intent of the Article of agreement above mentioned And that your Honors would grant unto your orator such other & further relief in the premises as shall be agreeable to Equity & good Conscience & as to your Honors shall seem meet & your orator as in duty bound will ever pray &c

Moses B Corwin &
Lemuel S Bell
Solrs for Compt—

The State of Ohio
Union County } ss

Personally appeared before me the Subscriber one of the associate judges of the Court of Common Pleas for the County aforesaid William W. Haines & made oath that the facts contained in the foregoing Bill so far as they are founded on his own knowledge are true & so far as founded on the information of others he believes to be true

Sworn to & subscribed before me this 28d day of Feby A D 1828

William W Haines

Wm Sabin
one of the associate Judges of the Co

30-SC-4

No.

Union Common Pleas Court.

Wm H Haines
Plaintiff,

AGAINST

Wm D Sullivan et al,
Defendant.

SUPREME

Sep 1830

Judgment VS Plaintiff

369 07

SUPREME

Journal 1 Page 19

Record No. 1 Page 117

Ex. Doc. 1 Page 13

THE J. D. SMITH CO., Springfield, Ohio.

Sup. Court Union Co

Wm. W. Haines –
vs
In Chancery
Wm Sullivant –
Joel Butler &
~~Stewart B. Brotherton~~

Docket & Journal
Entries

Filed May 10th 1838
Silas G. Strong Clk

Silas G. Strong Clerk of said Court of Common Pleas
within & for said County do hereby certify that the foregoing is a true & correct transcript of the
Docket and Journal Entries made in the above cause

Witness my hand and official seal
at the court house this tenth day of May
AD 1838

Silas G. Strong Clerk

April Term A.D. 1830

Wm C. Haines Complainant } In Chancery
vs
Wm J. Sullivant &
Joel Bullles Defendant } This day came the parties by their counsel and this cause came on and was heard upon the pleadings testimony & exhibits and the court being fully advised of the premises are of opinion that the Equity of the case is with the defendants; And therefore do order adjudge and Decree; that the bill of the complainant be dismissed — Whereupon according to the statute in such case made and provided the Court do further order adjudge and decree that the complainant pay to the said defendant Joel Bullles the sum of 419 Dollars and 19 cents — the Damages Interest and costs recovered by him at Law against the said complainant and enjoined and also the sum of Twenty five dollars and sixty six cents the interest and costs accruing in this court And also the sum of Twenty dollars and ninety five cents being five percent penalty on the Damages and Interest which have accrued Amounting in all to the sum of $465 Dollars and 80 cents And that Execution issue for the said last mentioned amount as on Judgements at Law

Notice of Appeal by complainant —

Union Common Pleas

September Term 1828

Wm C Haines Complainant } Injunction —

vs

W S Sullivant &
Joel Bullles Deft

This cause referred to Silas G. Strong a Special Master to Report the amount of money paid in by the Complainant, and to Report the title of Defendant Sullivant, and to Report at next term -- On Motion the Complainant has leave to amend Bill; Amendment Made and cause Con^d

February Term A D 1829

Wm C Haines Complainant } Injunction

Wm S Sullivant &
Joel Bullles Defendants } Answers filed & Cause

Continued

September Term 1829

Wm C Haines Complainant } In Chancery

Wm S Sullivant &
Joel Bullles Defendant } On Motion to Dissolve

Injunction the bill and answers being read and the Matters Debated by counsel; the Court dissolved the Injunction; and Order the Cause Continued to next term for final Hearing

Union Com Pleas

Wm W Hair

vs

Wm S Sullivant &
Jos Butler

Served - March 21 1828
likewise gave Deft
Sullivant a copy of
the bill filed in this
case

John McElwain
Sheriff F Cty

Filed 4 June 20 - 1828
Silas G Strong
Sheriff F & fees

Mileage 1.25
Service — 50
2 Copys 30
$2.05

Filed in Supreme
Court May 4th 1830
Silas G Strong Clk
Supr Court

Injunction Allowed and Bond given
Silas G Strong Clk

State of Ohio Union County ss

To the Sheriff of the County of Franklin Greeting

We command you to Summon William S Sullivant & Joel Battles to appear before the Honorable the Judges of our Court of Common Pleas of the county aforesaid at the Court House in the Town of Marysville On the 1st Day of our Next term to answer unto William W Haines the Matters and things alledged in a certain Bill of complaint filed in our chancery Court against the Said William S Sullivant and Joel Battles and this they shall in no wise omitt and have you then there this writ

Witness the Honorable Gustavus Swan President of our Said Court at the Court house this 3d Day of March 1828

Silas G Strong Clerk

Report

Master

W. W. Young

v.

Sullivan & Bailey

John Cooley

v.

Bailey Lay

Wm W Haines
vs
Wm S Sullivant &
Joel Bullis

Chancery Injunction

The undersigned Master to whom this Cause was referred at Last term to report the amt of money paid in to Court and to Report on the title of the Defendant Sullivant Reports that said Complainant paid in $353.$\frac{25}{100}$ Dollars and that the amt Due is $383. and as to title the Deed from Lyne Starling adm of Lucius Sullivant to said Wm S Sullivant vests in said Wm S Sullivant a good Legal title to the Land therein Described Con taining the usual Covenants ~~[illegible]~~ amt.

Submitted — Silas G Strong

John Coolidge
vs
Wm Sullivant & Joel Bullis —
to whom this Cause was Referred at Last term to Report the amt of money paid in to Court and to Report on the title of the Defendant Sullivant Reports that said Complainant paid in to Court 279\frac{37}{100}$ and that the amt Due on the face of the Bill is $429.42 and as to title the Deed from ~~Lyne~~ Starling adm of Lucius Sullivant to said Wm S Sullivant ~~and from said Wm S Sullivant to~~ said ~~Coolidge vests in said Coolidge~~ vests in said Sullivant a good title for the Land with the Deficiency of 6¼ acres

Silas G Strong

3/929
307

Union Com. Pleas

William W. Hanes

~~vs~~ Bill in Equity on

William [illegible] Sullivant & Joel Butler

Filed March 3d 1828

Originally filed in Common Pleas Silas G. Strong Clk

May Silas G. Strong Clk

Let an injunction issue according to the prayer of the within bill by complying with the statute in such cases made & provided

Thos Gabriel one of the Associate Judges

Filed in Supreme Court

May 4th 1830

Silas G. Strong

Clk S.C.

30-SC-S

No.

Union Common Pleas Court.

William Sullevant
Plaintiff,

AGAINST

John Coolidge
Defendant.

Sept 1830.
Judg vs pltf.

Journal 1 Page 22

Record No. 1 Page 106

Ex. Doc. 1 Page 15

THE J. D. SMITH CO., Springfield, Ohio.

Otho there was no destitute as to the payment of the money that
said William S had so rd right to sell sd land that he had letter
that the sale was made with sd administrator approbation
respondent does not find a combination with what they are
charged without this that there is any other matter or thing
material for this respondent to answer & not being duly
answered confessed or avoided traversed or denied is true
all which this respondent will prove when called upon to do so
the court

J Tolson Jr respondent

State of Ohio Jr personally appeared before me the subscriber
the above respondent, & made oath that the above answer so far as
it is stated to be of his own knowledge is true & so far as stated
to be from the information of others he believes to be true

Sworn to & subscribed before me
this 19th day of Feby 1828
D W Deshler Jus Peace

Jr Francis Stewart
Robt Rotherham

John Cooledge
v
W S Lacourtepe

Filed Feby 20th 1828
Wm Anthony
Clk

The joint answer of Francis Clement & Robert Rustin to a bill filed in union common pleas against them & al by John Coolidge

respondents now set all times saving to themselves all advantages of the many mistakes & misstatements in complainants bill contained for answer thereto or to so much thereof as they are advised is material for them to answer say that they took a note of sd W S Sullivant for about 200 dollars but at the time the partnership terminated of sd note they do not now remember but they took suit on the same & judgment rendered as stated sd note they are informed is on file in sd county & they make a copy of note & assignment a part of this answer they say they had a good & valuable consideration for it in good faith they admit that at the time of purchase they understood from sd Sullivant that sd note was given for lands sold by him to Coolidge that said lands had descended to him from his father Lucas Sullivant but Sullivant informed respondents that a regular legal partition had been made between sd William S & the other heirs of sd Sullivant that that part sold to Coolidge had been in that partition set off to sd William S as his share so partitioned & that the sale so made to complainant was with the consent of the administrator of Lucas Sullivant to enable him sd William S to enrich his brother in Columbus all which respondents then believed was fact respondents admit that they knew that sd lands belonging was administrator of sd Lucas Sullivant's estate that an act of the legislature had been passed & stated that sd estate was then insolvent but complainants avers that claiming administrator before & after the time they took sd note has uniformly asserted that the estate of sd Lucas Sullivant was insolvent & respondents believed such was the fact & that sd note was given for a good & valuable consideration

Union Com Pleas

John Coolidge
vs Z Subpoena
Wm J Sullivant et al

In Chancery

Injunction Allowed &
Bond Given Silas G Strong
Clk

Filed May 4th 1830
Silas G Strong Clk SC

Served on the Defendants
by Copy April 5th 1828
likewise left at the dwell
=ing house of Wm Sullivant
a Copy of the bill which ap
=pears to be filed in this suit

John McElvain
Sheriff F. Cty

Originally filed in Com-
mon Pleas Attest Silas G Strong
Clk

Shff of Franklin County 8 fees
To Mileage on writ — $1.35
" Service on 4 ii — " 80
" 4 attested copies of writ ii " 70
$2,75

State of Ohio Union County ss

To the Sheriff of the County of Franklin Greeting

We command you to summons William Sullivant —
And Joel Bullet assigned of W.m Sullivant and Francis
Stewart and Robert Brotherton assignees of William Sullivant
to appear before the Honorable the Judges of our Court of
Common Pleas of the County of Union at the Court House
in Marysville in said County on the 1st Day of our next
term to Answer unto John Coulige the Matter and
things contained and set forth in a certain Bill —
filed against them in our Chancery Court by said —
John Coulige and this they shall in no wise omit
and have you then there this Writ

Witness Gustavus Swan President of our
said Court at the Court House in Mary
ville this 14th Day of March 1828

Silas G Strong Clerk

John Coolidge

v

Jno I Sullivan

Demurrer
Filed July 27th 1828
Silas G Strong
Clk

John

William Sullivan Ext
vs
John Coolidge

bill in chancery answer or plea

William Sullivan by protestation not confessing or acknowledging all or any part of the said charges & allegations in sd bill ~~contained~~ set forth & complained of to be true in manner & form as the same is therein set forth & alleged & saith he is advised by his counsel that there is no matter or thing in the said Bill contained good and sufficient in law to call this defendant in question in this honorable court for the same but that he is good cause of demurrer therunto wherefore he doth demur thereto & for cause of demurrer this defendant saith that the sd complainants bill (provided the same were true which this defendant does not admit) contains no matter of equity whereon this court can ground any decree or grant the complainant any relief or assistance as against this defendant wherefore & for divers other errors & imperfections in sd bill appearing this defendant doth demur in law thereto & humbly demands the judgment of this honorable court whether he shall be compelled to put in any other or further answer thereto & he has been dismissed thereof his cost &c

Wm Sullivan &c

John Coolidge &c

William Sullivant
ass &
John Coolidge

filed Jany 20th 1829
Silas G Strong
Clk

Orequally filed in Com
mon Pleas Attest Silas G Strong
Clk

Filed May 4th 1830
Silas G Strong Clk
Sup Court

the separate assent of the husband to a bona fide in change
filed in our common pleas agreed to be set by
John Coolidge

The said husband was not at the time having
presumed to himself any advantage of the many
imperfections in complaint, but contented for answer the
true or to so much thereof as he is advised is
material for him to answer saith that he admits
the sale of land as charged & for the sum of for
the stipulated payments as stated but denies that
by said contract he was bound to make deed to
complainant for said land until the whole of said
money was duly paid as alleged & prior to
the contract in complaint & possession taken he
requested to be provided in court complainant admits
that he assigned said note to Samuel Brittain & Sally
but the same was done for another consideration & in
good faith respondent says that the said note given
for complainant's deed dated June 1824 was
wholly entered from date 1 April 1825 after a
more due on said note certainly entered 37 7/8
respondent says that he has good & sufficient title to
said land, in fee simple free & clear thereof & has often offered
to make title when any money could be paid complainant
has never tendered nor offered to pay for the

said land neither has he seen it but rather been
deem reputed was that he has been in court desired by
conveyance legal title to complain may to be delivered to
him when over the money intended & costs on said judgment
taken the money due on said note mentioned shall be paid
& in such manner as this court shall direct and
he deems all fund & conducting either which he stand charged
& pays to be been damaged with his costs &c

Joshua Folsom &c
appellee

Filed seven too in open court this 15th day of Sept
1828

Silas G. Strong Clerk

John Coolidge
vs
William S Bullivant

Replication

Filed Sept 16th 1829

Silas G Strong
Clk

Originally filed in common
Pleas attest Silas G Strong
Clk

Filed May 4th 1830

Silas G Strong Clk
Sup Court

Bell & Cushman Solicitors for
Plaintiff

State of Ohio Union County) Court of Common Pleas in Chancery

Answer

The Replication of John Coalage to the Seperate of William S Sullivant to the Bill of Complaint Exhibited against the said William S Sullivant Francis Stewart Robert Brathorton & Joel Beedle by the said John Coalage in the Court of Common Pleas of Union County) And the said John Coalage Replicant in this Cause now and at all times Saveing) and Reserving) to himself all and all manner of Exceptions to the many Errors and Untruth and imperfections in the said Seperate answer of the said William S Sullivant or to so much thereof as he is advised and believes is Material for him to reply unto he replyes and says that the several Matters and Things Contained and set forth in the said Answer of the said William S Sullivant are untrue and the said John Coalage prays as he has heretofore in his said Bill prayed —

Bell & Connor Solicitors Replicant —

Supr Court Ulster Co

John Coolidge Compt

vs } In Chancery

Wm J Sullivant &

Frances Stewart

Docket & Journal

Entries.

Filed May 10th 1830

Silas G Strong

Clerk

Union Common Pleas
Of the Term of September A D 1829

John Coolidge Complainant
vs
Wm J Sullivant &
Francis Stewart Defendants

} Injunction
Continued

April Term A D 1830

John Coolidge Complainant
vs
Wm J Sullivant &
Francis Stewart Defendants

} In Chancery

This day came the parties by their counsel and the cause came on to be heard upon the pleadings testimony and Exhibits And the court being fully advised of the premises are of opinion that the Equity of the Case is with the defendants - And therefore do order adjudge and decree that the Complainants bill be dismissed and the Injunction Dissolved - Whereupon according to the form of the Statute in such Case made & provided, the Court do further order adjudge and decree that the said Complainant pay to the said Francis Stewart the Sum of Four hundred and twenty dollars & thirty four cents the debt damages interest and costs Recovered by him at Law against the said complainant - and by him Paid and Also the Sum of $16.08 -

The Interest and costs accruing in this court, And also the Sum of $21.00 being five percent penalty on the damages & Interest which has accrued Amounting in all to the Sum of $457.42 - And that Execution Issue for the said last Mentioned Amount As on Judgements at Law.

I Silas G Strong Clerk of the Court of Common Pleas in and for the County of Union Certify the foregoing a true & correct Transcript of the Docket and Journal Entries in said Court - Made in said Cause

In Testimony Whereof I have hereunto set My hand and Official Seal this 10th Day of May A D 1836

Silas G Strong Clerk

Union. Com. Pleas

John Coolidge
vs Summons
Wm S. Sullivant &
Francis Stewart

Recd at writ in
Common Pleas
Attest Silas G Strong
Cl

Filed May 4th 1830
Silas G Strong
Cl Cl

Injunction allowed and Bond given
Silas G Strong Clk

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

We Command you to summon William J Sutton and Frances Stewart to appear before the Honorable the Judges of Our Court of Common Pleas at the Court house in Marysville on the first day of the next term of said Court to be holden in and for the County of Union. To answer unto the Matter and things contained in a Bill of Injunction filed in this office on the allowance of Amos A Williams Esq one of the associate Judges of said Court to stay proceeding at Law untill the same can be heard in chancery. And have you then there this writ

Witness the Honorable Gustavus Swan President of Our said Court at the Court House in Marysville this 24th Day of March 1839

Silas G Strong Clerk

full costs of this Suit Taxed herein in this court And-
In default of Payment at the time Afore said that
an Execution issue in favor of the said Francis
Stewart and Elem S Sullivant thereupon as on judge-
ments at Law

Therefore we command that immediately
on the Receipt of this you do without Delay Grant
unto unto the said Francis Stewart Execution against
the said John Coolidge agreably to the Statute in
such case Made & provided

Witness the Honorable Joshua Collett
Esq Chief Judge of our Supreme court
at the court House this 22d Day of Nov
1830

Silas G. Strong Clerk

John Coolidge
vs
Francis Stewart &
Elem Sullivant

Filed Nov 22d 1830
Silas G Strong
Clerk

State of Ohio
Union County ss } To the Judges of the Court of common-
Pleas of said County Greeting

Know ye that at a Supreme court Began and held at the court House in Marysville & said County on the 20th day of September 1830 in a certain suit in chancery Between Wm W. Hains & John Coolidge Complaint and Wm S. Sullivant & Frances Stewart Defendants - Brought Hither by Appeal, a trial has been had - and a decree Entered in said Cause in the words & follow ing to Wit and the Court Are of Opinion that the Equity of the case is with the Defendants, It is therefore considered by the court and ordered and decreed by the same that the Injunction herein be dissolved and the bill of the Complainant be dismissed — And the Court here according to the Statute in such case made and provided, do further order adjudge and decree that the said Complt. John Coolidge (Defendant at Law) do within Ninety days from this date pay in to the Master Commissioner of this court to Wit the Clerk thereof for the use of the said Frances Stewart the sum of $431.54/100 the debt Damages interest and costs of the Recovery at Law Together with the sum of $43.15 ten percent penalty thereon Also - $20.04 the costs of this suit in the Court Below amounting in all to the sum of Four Hundred and Ninety four Dollars and Seventy three cents and also

John Cooledge
vs Injunction
William S Sullivant &
Francis Stewart

Filed March 20th
1829 Silas G Strong
Clerk

Originally filed in Common Pleas
Attest Silas G Strong
Clk

Filed in Supreme Court
May 4th 1830
Silas G Strong Clk

D S Bell Solicitor for complainant

38491
8905
39381

312
42.90
38491

39381
2
78.62

State of Ohio } To Sylas G Strong Clerk
Union County } of the Court of Common Pleas
of Union County Let a Writ of Injunction
and Supersedeas Issue according to the within
prayer of the within Complainant

[redacted]

Jacob Rudy
Amos D Williams of Union County

paying him a just and full consideration therefor in lieu of consideration thereof and in so much as your orator is remediless in the premises by the strict rules of the common Law when all matters and things of the description are properly cognizable and can only obtain relief in the premises by the interposition of the Equitable Jurisdiction of this Honourable Court when all matters and things of this description are properly cognizable May it please your Honours

In the premises untill your Honours shall hear and decree the same and also to grant your writ of supersedeas to David Witter the Sheriff of Union County commanding him to wholy desist from proceeding as sheriff of said County if said Execution be in his hands and from levying the same but if an Execution be in his hand against your orator on said Judgment rendered at the aforesaid February Term 1829 of said Court in favour of said Stewart then to forbeare with return the same forthwith

May it please your honours to grant your writ of Subpoena to the County of Franklin aforesaid to said William S Sullivant and said Francis Stewart —

D S Bell Solicitor for Complainant

State of Ohio } ss personally appeared before me A. D. Williams
Union County } one of the associate Judges of said Union County the within named John Coolidge and being duly sworn made oath that the within Bill of Injunction so far as stated to be of his own knowledge is true and so far as stated to be from information derived from others he believes to be true Sworn to and subscribed before me this the 29th day of March 1829 John Coolidge

Amos D. Williams Associate Judge of Union County

to remain in the hands of the Clerk of the Com Court untill after
writ disposed of by the Orders of said Court as your orator
understood and now so it is may it please your Honour the
said William S Sullivant and the said Francis Stewart
Combining and confederating themselves together with
other persons whose names are to your orator ~~unknown~~
unknown to cheat and defraud your orator in this
behalf and to obtain the amount of said last
mentioned note of three hundred and twelve Dollars &
fifty cents thus fraudulently obtained have as your
orator believes ordered and caused the Clerk of the Court
of said Union County to issue an Execution against your
orator on his goods and chattels for the amount of
the Judgment rendered on said last mentioned note —
your orator states to your honour that there is but
one hundred and sixty eight & three fourth acres of
land contained within the limits of said land
purchased to be sold to your orator by said Sullivant
as he believes has been ascertained since said contract was made
In consideration whereof and in as much as your
orator is remediless in the premises by the strict
rules of the common law and can only obtain
relief therein by the interposition of the equity
jurisdiction of this Honorable Court where all
matters and things of this discription are properly
cognizable may it please your Honour to compell
the said William S Sullivant and the said Francis
Stewart each of them true answers to make upon
their several corporal oaths to all the matters and
things herein contained and set forth as fully and
particularly as though they and each of them were
here again particularly interrogated respecting every
part and parcell thereof and to issue your writ of
injunction to said William S Sullivant and Francis Stewart
enjoining them from any further proceedings in the
premises on the aforesaid Judgment rendered as aforesaid at the July
term of said Court on said last mentioned note of $312 50 —

to obtain the same of said Sullivant according to said
Sullivants pecuniary situation your orator states that
said Lewis Sullivant left three sons who were heirs to
his estate namely the aforesaid William S Sullivant
Michael Sullivant and Joseph Sullivant your orator
states that said William S Sullivant has never
at any time had a right to sell said above men
tioned land of 275 acres or any part thereof nor
has he ever been the true and lawful owner of the
same either before or since the making of the aforesaid contract
with your orator which fact your orator believes
is known to the said Stewart a signee of said
Sullivant ~~of~~ said note your orator states that
he has well and truely complyed on his part with
the contract made as aforesaid with said William S Sullivant
or so much of said contract as he was bound to comply
with before he was to receive from said Sullivant said
warranty deed that he has tendered to said Sullivant
in open court at the September term of said court
when sitting within and for the county of Union
aforesaid the sum of two hundred and seventy nine
dollars and ~~thirty seven and a half cents~~ twenty five
cents exclusive of the sum of twenty dollars which he
paid at the time said contract was made making
considerable more than one third of said purchase
money and that said Sullivant has not complyed with
his part of said contract by making to your orator
and delivering the same a good general warranty deed
in fee simple as your orator believes which sum of money
was offered

Legislature of the State of Ohio (which are your
Orator prays may be taken as a part of this his
Bill) said Sterling was allowed the term of
of five years next ensuing the time specified in
said act to settle up all the concerns of the Estate
of said Sullivant with special authority to
sell and convey to any purchaser or purchaser
the whole or any part of the Land belonging
to the Estate of said Lewis Sullivant for the pay
ment of said debts your Orator charges that
in all probility said Estate of said Sullivant
deceased will be found insolvent on final settlem
ent with the Court but that said Estate has not
yet been settled with the Court and your Orator
believes it will be many years before it will be settled
and that to pay the debts of said Estate it will
become necessary to sell all the Land of said
Estate and that in all probility the same
Land that said William S Sullivant sold or
proposed to sell to your Orator as aforesaid will
hereafter be sold by said Administrator to pay said
debts and that your Orator if he is compelled to
pay said last mentioned note as well as the two
former ones will forever loose the same as it is
extremely doubtful whether he will ever be able to

To the Honourable the Judges of the Court of Common Pleas of Union County When in Chancery Sitting your Orator John Bailey of said county humbly Complaining Sheweth unto your honours that in the year of our Lord 1825 your Orator purchased of one William S Sullivant, then a citizen of the County of Franklin Ohio two hundred and seventy five acres of Land being part of an Entery Number 3163 Original Quantity Eight hundred acres Original proprietor Richard Stephenson part of said Grant lying in the County of Union aforesaid and part in the County of Logan Ohio that your Orator then Executed to said Sullivant his Several Notes in payment for said Land which were due and made payable as follows to wit the first was Executed for the Sum of two hundred dollars made payable the first of February one thousand Eight hundred and twenty six for the sum of two hundred dollars the second note was made payable ~~on the~~ in the Month of April 1827 ~~the~~ for the Sum of three hundred and twelve Dollars & fifty cents the third and Last note was due and made payable on the first day of April one thousand Eight hundred and twenty Eight ~~one~~ for the sum of three hundred and twelve Dollars and fifty ~~cents made payable on the~~ f and

to draw interest from the date of it or from
some time not far subsequent to its date
your orator further states to your honours
he paid in advance the sum of twenty Dollars
which was indorsed on the first note your
orator expressly state that at the time
said notes were executed and said agreement
made ~~your orator and the said William~~
~~Sullivan entered into an article of agreement~~
~~which was signed and sealed~~ said William
Sullivan executed signed sealed and delivered
to your orator a bond by virtue of which
he bound himself to make your orator a good
2 General Warranty deed in fee simple to said
tract of two hundred and seventy four acres
of land so soon as your orator should pay
him said Sullivan one third of the aforesaid
purchase money) your orator states that said
Sullivan then informed your orator that he
said Sullivan was the ~~true~~ then and lawful
owner of said land and as such had
a good and legal right to sell and
convey the same to any purchaser and
that there was no incumbrance
whatever on said land and your orator

Confiding and relying upon the express assurance
and statement as aforesaid of said Sullivant and
purchase said Land as aforesaid and your orator expressly
states that it was in consequence of said assurance
that he became induced to purchase said Land
your orator states that all of the aforesaid three
several notes were sold and assigned by said Sullivan
to certain other persons ~~namely the~~ and that
the two first of said Note have been sued for
and Judgments rendered for the holders thereof
for the respective amounts therein contained against
your orator in the Court of Common Pleas of
Union County which Judgments have each been
3 injoined and said injunction is now pending in
the Chancery side of said Court and that
the third and last of said Notes was sold to
one Francis Stewart of Franklin County Ohio
who your orator prays may also be made
defendant to this Bill and that a suit
at Common Law in said Union Court of Common
Pleas has been brought for the recovery thereof
and at the February Term of said Court
a Judgment was rendered thereon for the amount
of said Note with interest which principle and
interest as near as your orator recollects was about
three hundred and seventy three dollars and some
cents your orator states that said last described
note as well as the two other described notes
were received for no other consideration but for said
Land and your orator charges that he verily believes

said Francis Stewart when he purchased said
note of said Sullivan well knew that said
note was obtained by said Sullivant of your orator
for said Land and for no other consideration than
the agreement on the part of said Sullivant
to convey to your orator said above described
Land and well knew at the time he so pur
hased said note that said Sullivant had
no good right to sell or dispose of said land
and that he was not the lawful owner
of the same your orator charges and so the
truth is that at the time said contract
by and between said Sullivant & your orator was entered
into at the time said notes were executed
by your orator and said and said Bond
executed and delivered by said Sullivant to your
orator as aforesaid said William S Sullivant was
4 not the lawful owner of said Land above described
or any part thereof nor had he any right
to sell or dispose of the same either in Law
or Equity as your orator believes your orator
states that at the time said contract was made
said two hundred and seventy five acres of Land
together with many other Tracts of Land in
said Union County belonged to ~~and was the property of~~ on the Estate of one Lucas Sullivant
of Franklyn County Ohio who was then deceased
and that one Lyne Starling of the County of
Franklin aforesaid was duely appointed Administrator
of all the Estate of said Lucas Sullivant and
duely took upon himself the discharge of said
appointment and that by a general act of the

Comm. Settlement

No. 5

Geo. Coolidge

Filed Nov 5th 1833

Chas. Dell Clk

Originally filed in the
Common Pleas of
Albert Silas G Strong
Clerk 668

Filed May 4th 1830
Silas G Strong Clk
Supr Court

when ever the state happens may justly
with the contract on his part shall be
now done. respondt does deny and traverse
contents &c & says that there is no thing or
matter in contract which not traversed or denied
is true. & prays judgt be dismissed & costs

John Sullivant William S Sullivant

State of Ohio Franklin county ss

personally appeared before me the subscriber a justice
of the peace for said county Wm Sullivant & made oath that the
above answer is true so far as is stated to be of his own
knowledge & so far as from the information of others he believes the same is true October 31 1829

Jacob Grubb J P

State of Ohio Franklin County ss
I Abram W. Dowell clerk of the court of common
pleas in and for said county do certify that Jacob
Grubb Esqr is a justice of the peace in and for Franklin
County duly commissioned and sworn as such and to whose
official acts as such full faith and credit is due
In testimony whereof I have hereunto set my
hand and affixed my seal of Official
Columbus this 31st day of October A.D. 1829
A. W. Dowell clk

when was it right he executing accordingly on
the 22d of July 1828 sd deed was executed & sd
land conveyed in fee to respondent sd deed is referred to as
an exhibit in this case respondent also denies that
the estate of sd Lucas Sullivan is insolvent
but on the contrary is worth a large amount after
paying all debts & respondent also denies his
own insolvency but on the contrary avers that the
property intended from his father this owner is not
worth less than twenty thousand dollars

respondent has been at all times ready & willing
could & would have conveyed to complaint when
he should comply with his bargain on his part
that he denies that complaint has any dower or he
ever has entitled to his title & respondent has been &
yet is abundantly able to indemnify in damages in
case title should have failed respondent charges that
his title deed was tendered to complaint in open
court in september 1828 & complaint will know
that his charge was false when stating that respondent
never had title to sd lands ~~[illegible]~~ in his sd bill
respondent now begs entire court for title papers
& fees therefor for certainty & that it appears that
respondent has title & is ready & willing to convey ~~to~~ a
good & sufficient title this deed to complaint of
the 10th sept 1828 & the other tended is now
made an ~~[illegible]~~ tendered in court to complaint

The separate answer of William S
Sullivant to a bill filed on the chancery side of
common court of common pleas by John Cooke as
he said

Said defendant ~~[illegible]~~ saving to himself
all manner of advantages of the many exceptions,
imperfections in said bill contained for answer thereto
or to so much thereof as he is advised is material for him
to answer says that it is true he sold complainant
a piece of land both complainant & notes & taken bill
bond for deed when the money was paid ~~[illegible]~~
as he believes but ~~[illegible]~~ denies that he was
to make deed when complainant paid one third of the
purchase money but refers to the bond for proof which
is in complainants possession & denies the same to be
provided in court defendant admits he has sold
transferred said notes as charged for a valuable consideration
in good faith. As the fourth he has understand
as charged he knows not of his own knowledge
this defendant admits that those lands so sold were
descended to him from his father that said administrator
was authorized to sell the lands belonging to said
estate as charged that ~~[illegible]~~
~~[illegible]~~ he has sold said tract of land for
said administrator & some time since & could
have proved & did therefore from said administrator

the joint answer of Francis Stewart & Robert Rutherford to a bill filed against him & others by John Coolidge & others in Chancery

Said defendants come & say all & every, separately & jointly for answer thereto or so much thereof as he is advised is material for them to answer say that they have no knowledge of the facts charged in complainants bill, & for a regards the consideration for which so notes were given recite or stated in the answer of Mrs Sullivan filed in this case to which they refer as part of this their answer & believe it is true they further advise that the notes so assigned to them were done at the time of said assignment they further say they know nothing of the other charges in bill & call for proof

J Foster Jr respondt

the answer of Stewart & Rutherford certified in their case to be true or supported & is agreed the above is taken as & in lieu thereof as their answer

J Foster Jr & Co

Question by Complainet did you not purchase this same land of Said Sullivant Answer I did
Question by Complainent what did Said Sullivant Say to you in order to get you to give up the bargain of the land Answer by Deponent he Said that line Sterling ~~Sterling~~ Says he has a right to Sell the Said land any time he Pleases and upon the Consideration of the case I give up the Contract of Said land

Caleb Ballinger

Sworn to and Subscribed before me Elias Robinson a Justice of the Peace of Said County and Township Union and State aforesaid and

Certified under my hand and Seal in the ~~in~~ the Township and County aforesaid the 22 and third Days of March 1830 Accordeng to the Constitute

Elias Robinson Justice of the Peace (Seal)

Witness fees 50 Cents
Justice fees 50 Cents

Joel Bailey and Otts
Depositions of Caleb Ballinger
Filed March 5 - 1830
Silas Stearns
Clk

State of Ohio } Before me Elias Robinson A Justice
Union County ss } of the Peace of the County A foresaid
Personally appeared at my office in said County on the twenty
second and third days of March one thousand eight hundred and thirty
between the hours eight of the clock in the Morning and eight
of the clock in the Evening of the same days Caleb Balenger of the
County of Logan -- of lawful age who being by me first
duly cautioned and sworn as the law directs doth testify to speak
in a certain Suit in Chancery now pending in the Court of Common
Pleas for union County wherein John Chaulige is Complainant
and William S Sullivant Stewart and Bottenton and Joel
Butler are Defendants to be read in Evidence on the part of the
Complainant

Deposith and Saith that on or about the
25th of July 1825 he the Deponent was at the house
of Daniel Pezer in the town of Milford and Jonathan
Jones ship Union and County and State A foresaid
and there was also present at the same time and
place the Complaint John Chaulige and Wm S Sullivant
one of the Defendants and heard a Contract made
between the said Sullivant and Chaulige concerning a Peice
of land lying on the waters of Big Darby Containing
two hundred and seventy five acres which the said
Chaulige was to pay three dollars per acre for said land
and did give his note for the amount of the same
and to the best of my memory that upon the said
Chaulige paying one third of the purchase Money the
said Sullivant was to make him the said Chaulige
A Deed of said land and further saith that upon
the said Chaulige giving him the said Sullivant A
Mortgage deed of said land he the said Sullivant would
make the said Chaulige A good and sufficient warrantee deed
immediately of said land

be of his own Knowledge so far as stated to be from the information of others he believes it to be true

August 25th 1829

H. Grimke
Prest. Judge.

Frances Stewart
adm's Andrew
John Coolidge

Inventory filed
Oct 15 1829

Original filed in our
Mun Office Suffolk County
Mass

Nilon Morgan 1830
Silas Atkins Clk

The separate answer of James Stewart to a bill filed on the chancery side of Warren County Ohio as his said W S Sullivant & John Loveridge

The said respondent now and at all times hereafter saving unto himself all manner of advantage of the many exceptions of said complainants bill contained for answer thereto or to so much thereof as he is advised is material for him to answer saith it is true he has of the said William S Sullivant the note described in complainants bill which was given in April 1828 for the sum of $312,50 cents as he verily believes that he has recovered judgment thereon & ordered execution to be stayed but this respondent does not recollect the precise time of said purchase of said note but ~~thinks~~ is certain the purchase paid the assignment of said note was made to him by said Sullivant something more than one year before the same became due that he found said & that the same was made in good faith

and that he paid said settlement at the same time a fair & valuable consideration for the same respondent at the time said note was ~~lost~~ purchased & assigned as aforesaid knew nothing of the consideration for which the same was executed by complainant of his own knowledge ~~but~~ nor from any information received yet the statements then & before that time made to him by said settlement & he stated that the said note was given by said Coolidge for lands which he said settlement had sold to said Coolidge but what lands there were so sold respondent did not know whether for the same described in said bill. he did not nor does he now know but said settlement at said time of said assignment has ~~had~~ & yet does aver that he had title & right to ~~said~~ the lands for which said note was given was able & ready to make title to said Coolidge as soon as the money was paid & that ~~said~~ there was no dispute nor difficulty in the premises nor did this respondent believe or suppose there was any dispute

as to the validity of the consideration of the note nor
to the title to the land ~~[illegible]~~ for which the
same was given neither does never believe there
is any foundation for dispute as to either but
is informed & believes that said settlement has title
to the land for which said note was given is ready
& willing to make good title to said land
but that contract exists between said Coolidge
& settlement as to the purchase or title or
complainants knows nothing

Wherefore he answered all & is advised is
material for him to answer ~~[illegible]~~ denies
all fraud & combination with which he stands
charged that there is any other matter or thing which
is material for him to answer does not know
answered or denied ~~[illegible]~~ prays to be hence
dismissed with cost &c

Francis Stewart

The State of Ohio Franklin County ss

personally appeared before me the subscriber Presiding
Judge of the 7th Judicial Court of Ohio the above
named Francis Stewart made oath that
the above answer is true so far as relates to

Recd Feb. 1st 1834
S B Johnson Deft
for David Witter Sheriff

No goods or Chattels Lands or tenaments ~~to~~ ~~Property~~ found whereon to levy

Samuel B Johnson Deft
for David Witter Sheriff

Costs
Milage ,30

Union Com Plea

Francis Stewart
vs
John Goodridge

Damages do $494.73
Costs & Sur Dam 15.93
510.65

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING

WE COMMAND YOU, That of the Goods and Chattels of John Coolidge

late of your bailiwick, you cause to be made the sum of Four hundred and ninety four Dollars and Seventy three Cents. The Debt Damages Penalty Interest and costs in Common Pleas Court of Union County Also the Sum $15.92/100 Costs in Supreme Court—

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20th day of September A. D. 1836 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said John Coolidge

All of which Francis Stewart and Chas Sullivant—

late in the Union Court of Common Pleas, recovered against The Said John Coolidge whereof the Sd John is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Francis Stewart & Chas Sullivant the Said Sum of $510.65 with the Interest as aforesaid

and have you then there this writ.

WITNESS, The Honorable Frederick Grimley—

President of our said Court, at the Court House aforesaid, this 1st day of January A. D. 1837

ATTEST, Silas C. Strong CLERK.

Union Com Pleas

John Coolidge

vs Fi fa & Lev fa

Com. Sullivane

Damages $42.45

Costs to be paid

Clerk — 11.20

$53.65

Money rec'd

R Robertson

Sheriff

Lev Endorsed by mail

$54.00

Lev 85

Ex - 5

2 pieces 1 06

1.06

THE STATE OF OHIO, ~~UNION~~ Franklin COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING

WE COMMAND YOU, That of the Goods and Chattels of Wm. S. Sullivant

late of your bailiwick, you cause to be made the sum of Forty two Dollars and forty-five cents for Damages for Deficiency in contract of Bleon & 3/4 acres also the Sum of $11.20 The Moiety of Costs by the Court adjudged against him

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20th day of Sept. A. D. 1830 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said Wm S Sullivant —

all of which John Coolidge

late in the Union Court of Common Pleas, recovered against the said Wm S Sullivant whereof He is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said John Coolidge the said sum of $53.65 and Interest as aforesaid

and have you then there this writ.

WITNESS, The Honorable Frederick Grimke President of our said Court, at the Court House aforesaid, this 7th day of January A. D. 1831

ATTEST, Silas A. Strong CLERK.

31-SC-1

Union Supreme Court

Alexander Kent
vs
Petition for Divorce
Phebe Ann Kent

Filed July 4th 1831
Silas G Strong
Clk

Olmsted & Lawrence Atty

I, Stacy will file the within Petition & join in demurrer for
Phebe Ann Kent attendable to the next term of the Supreme Court
Olmsted & Lawrence
Atty for Petitioner

To the Honorable the Judges of the Supreme Court of the State of Ohio
when sitting within & for the County of Union - Humbly complaining
Sheweth unto your Honors your Petitioner Alexander Kent of said
County of Union that in the Month of May in the year of our Lord
Eighteen hundred & Twenty seven your Petitioner was lawfully
Married to one Phebe Ann Neffort of the County of Champaign
in the State aforesaid. And your Petitioner further represents unto
your Honors that in about Three Weeks after his aforesaid Marriage
the said Phebe Ann for some cause entirely unknown to
your Petitioner left the residence & protection of your Petitioner
& then refused & has ever since refused to live with or to
have any thing to do with your Petitioner. And your
Petitioner further represents unto your Honors that from
the time of his aforesaid Marriage until the present time
he has always treated the said Phebe Ann with kindness
care & attention so far as he could & has frequently requested
the said Phebe Ann to live with him & be taken care of &
protected by him as a good & faithful wife ought to do which
reasonable request of your Petitioner she has always
refused to comply with - and your Petitioner further
represents unto your Honors that the said Phebe Ann had
one child a Daughter by the aforesaid Marriage called
Matilda which she has compelled your Petitioner to take
Charge of & maintain since said Child was seven Weeks old
& said Phebe Ann has ever since abandoned said Child
And your Petitioner further represents unto your Honors
that since the said Phebe Ann has Eloped from your Petitio-
-ner as aforesaid she has been guilty of Adultery with one
John Rock & now is Pregnant with a Child by the said
John Rock as your Petitioner is informed & believes -
Wherefore for the causes aforesaid your Petitioner prays
your Honors to sentence & Decree the Marriage so had between
your Petitioner & the said Phebe Ann dissolved & both of them
forever freed from the obligations thereof in pursuance of the provi-
-sions of the statutes in such case made & provided & your Petitio-
-ner as in duty bound will ever pray &c

Ellars & Lawrence
Atty for Petitioner

Abra Kent

vs } Proof of Publication

Phebe Annskent

Filed July 7th 1832

Silas G Strong

Clk

Supreme Court of the State
OF OHIO, FOR THE COUNTY OF UNION.

ALEXANDER KENT,
vs.
PHEBE ANN KENT,
} *Petition for divorce.*

BE it remembered, that the above named Alexander Kent hath filed, in the Clerk's office of the Supreme court of the State of Ohio, for Union county, his petition, praying to be divorced from the said Phebe Ann Kent, for the causes of wilful elopement and adultry: Notice is, therefore, hereby given, to the said Phebe Ann Kent, that she be and appear before the Judges of ours aid Supreme court, on the first day of the next term thereof, to be holden within and for the county of Union aforesaid, to answer to the obligations in said petition contained, or that in default thereof, the same will be taken as confessed. S. G. STRONG,
Clerk of Union county Supreme court.
MOSES B. CORWIN,
Attorney for Petitioner.
November 26, 1831. n7-3ms

The State of Ohio
Champaign County } ss

Personally appeared in open Court this 20th day of April 1832 Martin L. Lewis Editor of the Miami Herald Publisher Newspaper printed in the Town of Urbana in said County & made oath that the annexed notice has been regularly inserted in said Newspaper for more than three Months next last past

Martin L. Lewis

Received & subscribed in open Court this 20th day of April 1832
Sam C. Pearson Clk

Dr. Martin L. Lewis
Amount for advertising two & 3 months
$7.00

No. 31-SC-2

Union Common Pleas Court

Sarah Ann Forry
Plaintiff,

against

James F. Forry
Defendant.

JUL 1833

Dismissed

Journal 1 Page 28

Record No No Record. Page

Ex. Doc. Page

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Supreme Court for Union Cty

Sarah Ann Lorry
vs. } Petition for
} Divorce &c
James F Lorry

Filed Nov 17th 1831
S. G. Strong Clk

Cancelled & Bill Attly

To the Honorable the Judges of the Supreme Court of the State of Ohio when sitting within & for the County Union your Petitioner Sarah Ann Zerry of the County of aforesaid Humbly represents unto your Honors that in the Month of June in the year of our Lord Eighteen hundred & thirty your Petitioner was lawfully married to one James F Zerry whom your Petitioner prays may be made Defendant to this Petition in the County of Franklin in the State of Ohio And your Petitioner further represents unto your Honors that after their aforesaid Marriage the said James F Zerry became very intemperate in consequence of which he wholy failed to provide for or in any way to support or protect your Petitioner and your Petitioner further represents unto your Honors that in the Fall of the year Eighteen hundred & thirty the said James F Zerry removed with your Petitioner from the County of Franklin to Milford in this County And your Petitioner further represents unto your Honors that in the Month of March in the year 1831 the said James F Zerry was arrested on a charge of a crime committed in the Town of Claysville in this County and which said Charge he has been Indicted Tried & Convicted & sentenced to seven years Imprisonment in the Penitentiary of this State where the said James F Zerry is now in Confinement And your Petitioner further represents unto your Honors that she always from the time of their aforesaid Marriage until the said James F Zerry was Confined on the Charge aforesaid faithfully discharged all the duties of an Honest obedient & affectionate Wife Wherefore & inasmuch as your Petitioner is now left entirely destitute & unprotected by the improper Conduct of the said James F Zerry as above mentioned your Petitioner prays your Honors to grant her adequate & Decree the Marriage so had between your Petitioner & the said James F Zerry dissolved & both of them forever freed from the obligations thereof in pursuance of the provisions of the Statute in such cases made & provided & your Petitioner as in duty bound will ever pray &c

Cassius & Bell Attys
for Petitioner

Lorobeuan Perry

vs } Proof of Publication

James L. Perry

Filed July 9th 1832

Silas G. Strong

Cl'k

Supreme Court of the State
OF OHIO, FOR THE COUNTY OF UNION.

SARAH ANN TORRY,
vs.
JAMES F. TORRY,
} *Petition for divorce*

BE it remembered that, on the 17th day of November, A. D. 1831, the above named Sarah Ann Torry filed, in the office of the Clerk of the Supreme Court of the State of Ohio, for the county of Union, her petition, praying for a divorce from the said James F. Torry, for the causes of extreme cruelty, and the confinement in the Penitentiary of this state of the said James F. Torry on a conviction for *arson:* Notice is, therefore, hereby given, to the said James F. Torry, that he be and appear before the judges of our said Supreme Court, on the first day of the next term thereof, to be holden for the county of Union, to answer unto the obligations in said petition contained, or the same will be taken as confessed against him.

S. G. STRONG,
Clerk of Union county Supreme court.
CORWIN & BELL,
Attornies for petitioner.
November 26, 1831. n7–3ms

State

The State of Ohio
Champaign County } ss

Personally appeared in open Court Martin L Lewis Editor of the Mechanics Courant a Publick Newspaper Printed in the Town of Urbana in said County & made oath that the annexed notice has been regularly inserted in said Newspaper for more than three consecutive weeks last past

Martin L. Lewis

Sworn to & subscribed in open Court 20th April 1832

Jno C Pearson clk

Dr Martin L Lewis

Amount of advertising 2 sqs 3 months $7,00

31-SC-2

No.

Union Common Pleas Court.

Sarah A Torry
Plaintiff,

AGAINST

James F Torry
Defendant.

1832

Journal 1 Page 28

Record No. Page

Ex. Doc. Page

THE J. D. SMITH CO., Springfield, Ohio.

No.

Union Common Pleas.

STATE OF OHIO

against

David H. Thornton

Defendant.

MAR TERM. 1835

SC

Journal No. 1 *Page* 37

Record No. 1 *Page* 129

Ex. Doc. *Page*

State of Ohio

vs

D. H. Thornton
Coats Thornton &
Mary Thornton

State Of Ohio Union County ss

To the Sheriff Of Union County Greeting

We Command you that you Summon a Jury of Thirty Six Good and Lawfull Men of the County of Union Having the qualification of Electors & being house holders in Said County To be and appear Before the Honorable The Judge of our Supreme Court at the Court house in Marysville On the first Day ~~to wit~~ of the Next Term of Said Court to be holden in and for the County of Union & State of Ohio to wit On the 23d day of July Next Ensuing at Nine Oclock in the Morning of Said Day. To serve as Jurors in Such Cases as may then and there be at Issue before them And that thus they do in No wise omit under the Penalty of the Law and have you then then the writ.

Witness The Honorable Joshua Collet Chief Judge of our Said Court at the Court house this 23d Day of June A D 1835

Silas G Strong Clk

Agreeably to the Command of the within venire I have summoned the following Jurors Towit —

July 1st Wm Huff X P
" James Stitting
" Isaac Allen
2nd Daniel Coe
" John X Miller
" Saml Culver
" Ira Reynolds
" James Miller
" Ira Patrick
" John J Sabin
" Ausin Smith
3d James Hill
" David Clements
" Amasa Chapman
" Nelson Cowen
" John Taylor
" Wm McCammel
" Dicky Baird
X Charly X Rath Borne

July 6th X Clark Smith
" Joseph Cannon
8th X Henry X Goodrich
" Richard Hoskins
" Saml Lafferty
" Heyekiah Burdick
" Nathaniel Wilson
" Nathaniel Richardson
" Wm Philips
" Phillip Plumer
" Adam Shafer
" Wm Lockheart
" David Beard
" Ira Phelps
15 Ransom Clements
" John Sheik
Aquilla Turner

being Thirty Six in Number Citizens of the County of Union and State of Ohio having the qualification of Electors being house holders thereon July 13th 1840 E Sharpless Sheriff

Judge Lodge
Stephenson Leary
Amos A Williams
Duncan Reynolds

The State of Ohio

vs } Recognizance of Witness

Coats Thornton

& Mary Thornton

Filed Oct 20th 1834

Silas G. Strongl Clk

The State of Ohio } Be it Remembered that on the
Union County } 10th day of October in the year
1834 Juliann M Powers & W. A. Powers Person
ally appeared before me Samuel B Johnson one
of the Justices of the Peace in & for said county
and acknowledged them selves jointly & severally to owe the State
of Ohio one hundred Dollars each to be levied of
their goods & Chattels Lands & tenaments if Default
=ed be made in the following conditions to wit
The conditions of this ~~Obligation~~ Recogni
=zance is such that if the above Bound Juliann
M. Powers shall Personally appear before the
Court of common Pleas on the first day of the
term there of Next to be holden for said county
to give evidence & truth to say in behalf of the state
of Ohio touching such matters as shall then & there
be inquired of her & not Depart the court with
=out Leave then this Recognizance to be void
otherwise to remain in full force & virtue in
Law
Taken & acknowledged the & year above written
before me at the court house in Marysville
Samuel B Johnson
Justice of the Peace

The State of Ohio
vs
Recognizance of witness
David Thornton

Filed Oct 20th 1834
Silas G. Strong
Clk

The State of Ohio } Be it Remembered that on the 9th
Union County ss } day of October in the year 1834
James Gregg & Luther M Daves personally appeared
Before me Samuel B Johnson one of the Justices of the Peace
in & for said County & Jointly & severally Acknowledged
themselves to owe the State of Ohio the Sum of ~~one~~
fifty Dollars to be Levied of their goods & Chattels Lands &
tenements if default be made in the conditions following
to wit

The condition of this Recognizance is such that if the above
Bound James Gregg shall personally be & appear before
the court of common Pleas on the first day of the term
thereof next to be holden for the county aforesaid
to give evidence & the truth to say on behalf of the State
of Ohio touching such matters & things as shall then &
there be inquired of him & not depart the court without
Leave then this Recognizance shall be void: otherwise
it shall remain in full force & virtue in Law

Taken & acknowledged on the Day & year above
written before me ~~[illegible]~~ Samuel B Johnson Justice of the Peace

State of Ohio

v. Subpoena

Coals Wanton

To the Sheriff of said County

State of Ohio } Greeting
Union County ss } We Command you to Summon
Julia M Powers To be and Appear Before the
Honorable the Judges of the ~~Court of Common~~
Supreme Court of the County of Union & State
of Ohio aforesaid at 8 o'clock on the 1st Day of
their Next Term Viz the 23d day of July 1835
To Testify & the Truth to Say in Behalf of the State
in a Certain Matter in Controversey pending
wherein the State of Ohio is Pltff & Coats
Thornton Defendants & this She shall in
No wise Omit Under the penalty of One
thousand Dollars & have you then, there this
Writ

Witness The Honorable Joshua
Collett Chief Judge of the
Supreme Court at the Court
House in Marysville this 13th
Day of July AD 1835

Silas G Strong Clk. S.C.

Union Common Pleas

State of Ohio

vs

Coats Thornton, Mary Thornton & David K. Thornton

Subpoena for Witnesses

Filed Oct 25th 1834

Silas G. Strong
Clerk

Served the within named Samuel B. Lakin by leaving in his presence a true copy

G. W. Pratt, Sheriff

State of Ohio } To the Sheriff of Said County Greeting
Union County }

We Command you to Summons Samuel B Johnson to Be and appear Before the Honorable the Associate Judges of the Court of Common Pleas at an Examining Court hold in the Court House on the 25 Day of Oct AD 1834 To Testify & the Truth to Say in Behalf of the State wherein the State of Ohio is Plaintiff and Coats Thornton Mary Thornton and David H Thornton are Defendants & this they Shall in no wise Omit Under the Penalty of One Hundred Dollars & have you then there this writ

Witness The Honorable Joseph R Swan President of our Said Court at the Court House in the Town of Marysville this 23d Day of Oct AD 1834

Silas G Strong Clerk —

State of Ohio
vs
D Thornton et al
Injuncton
Filed Nov 24th 1839
Silas L Stacy
Clk

State of Ohio
vs
David Thornton
& others

Sheriff fees in
in the above case

To opening Court & calling action 9c
To calling 16 witnesses 4 times each .. 64
To

C Wright Sheriff

Justice costs	Venire for Jury	$,25	
Subpoena for 5 witnesses		,28½	
" " on "		12½	
Swearing Jury		48	
" Witness		24	
Examination of Dead body		3,00	
Writing		2 40	
			7 17
Witness fee		3,50	3 50
P Wright Dep constable summoning Jury		75	85
subpoena for 1 pers		10	40
P B Smith costs for summoning		40	
Jury fee $100 each		12 00	12,00
			23,93

The State of Ohio
vs
Thomas Tom
Filed Oct 17th 1834
Silas Strong
Clk

No 12

Received

The State of Ohio Union county ss

At an Inquest holden over the Dead body of William Willmuth Who was found Dead in Marysville in said county on the 8th day of October AD 1834 by Samuel B Johnson a Justice of the peace in & for Paris Township there being No coroner Legally Qualified in said county a venire for a Jury of twelve men having the Qualification of Jurors Issued to Calvin Wright in the absence of a constable commanding said Jury forthwith to view said Dead body Thereupon came Ranson Clark John R McLain Luther N Davis Cyprian Lee Thomas Snodgrass Lord Lattimer Henry Ward Dobson L Brown William W Alexander Cornelius Shelpman Levi Churchill & Isaac Gandy as said Jury and were duly sworn at the same time previous to the examination Subpoena was Issued for Jacob Shier James Irwin Silas G Strong Sidney Gilbert Elisha Adams=son & James Gregg to attend as witnesses the witnesses attended & were Duly Sworn & examined and a subpoena was Issued for Julianna N Porter Who attended was sworn & examined & ~~D testy~~ the whole testimony of the above witnesses was reduced to writing & subscribed by said witnesses on the 9th day of October 1834 the Jury after the above examination made report that Deceased came to his death by violence by shooting in her return of Jury hereunto filed

Given under my hand & seal this 9th day of October AD 1834

Samuel B Johnson Jus Peace
acting as coroner

The State of Ohio

vs } Transcript

David W Thornton

Filed Oct 20th 1834

Silas G Strong Clk

No 2

Recorded

State of Ohio Union County Justice Docket entry oct 8th 1834

The State of Ohio
Vs
David W Thornton

Justice costs Aff.t .25
Warrant .25
Subpoening Witness .24
Judgment .25
Taking Recognizance .50
Commitment .25
Transcript .31 1/4
$ 2,05 1/4
Const C Wright .50
P B Smith .25
Witness fee 3,00

October 8th 1834 upon the affidavit of John Adamson a Warrant issued against David W Thornton for the crime of Murder committed on the Person of William Whitmeath on the 8th Instant at Marysville in said County

October 9th Warrant Returned executed by C Wright Deputy Const & Sheriff of said County By bringing the Defendant forward — October 9th 1834 The Defendant being Present & Wm C Lawrence Prosecuting Attorney for said County The Defendant Pleaded not Guilty & Ready for Trial Thereupon Silas G Strong Jacob Shier Elisha Adamson Sidney Gilbert James Irwin & James Gregg were Sworn & examined as Witnesses After hearing the evidence in the cause It is considered That the Defendant Stand committed for trial at the court of common Pleas of said Union County Thereupon a commitment was Issued Which was returned by P B Smith constable Endorsed Executed the command of the within writ by Delivering the body to the Sheriff as per Sheriffs Receipt October 9th fee 25

I Certify the above to be a correct Transcript from my Docket of the proceedings had before me in the above cause

Samuel B Johnson
Justice of the Peace

Served on the within named Defendants Jno Gibson Hezekiah Bates Sen James Bates Elizabeth Bates by Thos Wade by reading in their presence & hearing

Serving — 60
Mileage — — —
$6.60

C. Wingert Sheriff

Union Com Pleas
State of Ohio
vs
Coats Thornton Brown & Thornton & David Thornton
Thornton

Sampson for Defendants

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to Summons Cyprian Lee John Gibson. Hezekiah Bates Senr James Bates Elizabeth Bates & Thomas J Woods to be and appear Before the Honorable the Judges of our Court of Common Pleas at the Court House in Marysville on the 1st day of our next Term to testify and the truth to say in Behalf of Coats Thornton Mary Thornton & David H Thornton in a Matter in Controversy Pending & Undetermined between the State of Ohio Plantiff and Coats Thornton Mary Thornton & David H Thornton Defendants and this they shall in no wise Omit Under the penalty of One Hundred Dollars and have you then there this writ

Witness The Honorable Joseph R Swan President of our said Court ~~of Common~~ at the Court House in Marysville this 11th day of Nov AD 1834

Silas G Strong Clerk

Served on the within named Hezekiah Bates Sen
Elizabeth Bates James Bates Hezekiah Bates Jun
Rudolph Bates Ely Wood Ely Lanty Levy Churchill
Levin Hurley Abel Marks James L Ward Samuel Elliott
J F Wade John Gibson Ray & Mara
By reading in their presence and hearing
June 5 1830

Service $1.00
Mileage 2.70
Contingent Expence ~~1.00~~
$ ~~4.25~~ $4.25
C Wright Sheriff

Union Comm Pleas

No State of Ohio
vs Summons
D H Thornton Costs
Thomas & Mary Thornton

B. Ranson Clerk
W Parker Atty

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

We Command you to summons J F Wood Hezekiah Bates Senr Hezekiah Bates James Bates Elizabeth Bates Levin Hurley Sand Elliott John Gibson Able Marks James Ward Ranay G Mors Levi Churchill Ira Wood Ralph Bates & Ele Lundy To be and appear Before the Honorable the Judges of the Supreme Court at the Court House in the Town of Marysville on the 1st Day of their next Term (Court) the 23d of July 1835 To Testify & the truth to say in a Certain Matter in Controversy wherein the State of Ohio is Pltff & David H Thornton Coats Thornton & Mary Thornton Defendants & this they shall in no wise Omit Under the penalty of One hundred Dollars Each & have you then there this writ

Witness the Honorable Joshua McCollect Chief Judge of our Supreme Court at the Court House this 7th Day July AD. 1835

Silas G Strong C.S.C.

The State of Ohio

vs } Recognizance of witness

Coats Thornton

& Mary Thornton

Filed Oct 20th 1834

Silas G Strong Clk

The State of Ohio } Be it remembered that on the
Union County ss } 10th day of October in the year
1834 Lee Antrim Thomas P Moore John K McLain
Stephen McLain James January Charlotte Shier
Christiana Williams Maryann Adamson Elizabeth Bates
Daniel Williams Samuel Elliott John Gibson personally
appeared before me Samuel B Johnson one of the
Justices of the peace in & for the county afore said
& acknowledged themselves to owe the state of
Ohio one hundred Dollars each to be levied of their
goods & Chattels Lands & tenaments Severally if Default
be made in the condition following to wit

The condition of this Recognizance is such
that if the above Bound Thomas P Moore John K McLain
Stephen McLain James January Charlotte Shier Christiana
Williams Maryann Adamson Elizabeth Bates Daniel Williams
Samuel Elliott & John Gibson shall each on their respective
parts Personally appear before the court of common Pleas
on the first day of the term thereof next to be holden for the
County afore said to give evidence & truth to say in behalf
of the State of Ohio touching such matters as shall then
& there be inquired of them & not Depart the court with
=out Leave then this Recognizance shall be void otherwise
to remain in full force & virtue in Law

Taken & acknowledged on the day & year above
written before me at the courthouse in Marysville
Samuel B Johnson Justice of the Peace

Lodge Williams

To the Honorable Amos A. Williams one of the associate Judges of the Court of Common Pleas of Union County and State of Ohio.

The undersigned by Way & Baldwin their Attorneys represents to your Honor that they have been illegally imprisioned in the Jail of the County aforesaid upon an allegation of being accessory to the Murder; and are still suffering confinement in close prison unauthorisedly and contrary to the Law of the Land; Wherefore they pray your Honor to grant that a writ of habeas corpus issue whereby they may be enabled to show to your Honor the utter illegality of their imprisionment.

Marysville Oct 14 1834

Coats Thornton
Mary Thornton
By Way & Baldwin
their Attorneys

Enclosed is a copy of the commitment.

To the Clerk of the Court of Common Pleas for Union County:

Let a writ of habeas Corpus issue in the Above case returnable forthwith commanding the Jailor to produce the bodies of Coats Thornton & Mary Thornton with the day and cause of their Caption and detention

Oct. 14. 1834

Amos A. Williams one of the associate Judges for Union County

The State of Ohio
vs } Recognizance
of Witnesses
Coals Thomton
& Mary Thomton

Filed Oct 20 - 1834
Silas G Strong
Clk

The State of Ohio } Be it Remembered that
Union County ss } on the 10th day of October
in the year 1834 Ransom Clark & Harry
Ward personally appeared before me Samuel B
Johnson one of the Justices of the Peace in &
for said county & acknowledged themselves to
owe the State of Ohio one hundred Dollars each
to be Levied of their goods & chattels Lands & tenem
=ents if Default be made in the conditions follow
=ing to wit

The conditions of this Recognizance
is such that if the above Bound Ransom Clark
& Harry Ward shall each on their Respective parts
appear before the Court of Common pleas on the first
Day of the term thereof next to be holden for said
County to give evidence & truth to say in behalf of
the State of Ohio touching such matters as shall then
& there be inquired of them then this Recognizance
to be void otherwise to remain in full force & virtue
in Law

Taken & acknowledged the day & year
above written before me at the Court house
in Marysville

Samuel B Johnson
Justice of the Peace

State of Ohio
vs
David Thornton
Defendant
Writ of Error
as taken in Supreme
Court

+ J. H. Woods	1	P	1.00	4.20	
+ Abel Marks	1	P	1.00	2.	
+ Saml Elliott	1	P	100		22
+ John Gibson	P	4	100	150	
+ Reychel Bates	P	5	100	270	
+ Elizabeth Bates	P	6	100	420	45
+ James L Woods	P	7	100		
+ Jacob Slice	1	8	100		
+ Eli Sandy	1	9	100		
+ Rich Thomas	1	10	100		
+ John Amrine	P	11	100		
+ Elizabeth Reed	P	12	100		
+ Jacob Fleetheman	P	13	100		
+ Levi Blundell	P	14	100		
+ David Harrow	1	15	50		
+ D. L. Russell	P	16	50		
+ Peyton Smith	P	17	100		
+ Ira Wood	P	18	100		
+ Isa Hully	P	19	100		
+ James Bates	P	20	100		
+ Isa Latham	P	21	100		
+ Saml B Johnson	P	22	50		
+ Alex R Boston	P	23	100		
+ David Miller	P	24	50		
+ A. M. Davis	P	25	50		
			26.25		
			26 20		
			18 00		
			44 20		

Served on the within named Abel Marks
Edward Gregg & Eli Sandy by reading in their
presence & leaving Service - - - 50
Nov 19 1834 Mileage - - - 5 50
C Winfield Sheriff

State of Ohio
vs
Gregg & Marks & Thornton
Subpoena

State Of Ohio Union County } The Sheriff of said County greeting

We Command you to summon Abel Marker Edward Gregg & Eli Lundy to appear before the Honorable the Judges of the Court of common Pleas at the court house in Marysville On the first Day of Our Next Term to ~~answer unto~~ testify and the truth to say in a certain Matter in controversy pending and undetermined in Our said Court between the State of Ohio Pltff & Cacts Thornton Mary Thornton & David H Thornton and this they shall in no wise omit under the penalty of One hundred Dollars and have you then there this writ

Witness the Honorable J. R. Swan Esq President of Our said court at the court house this 13th day of November 1834

Silas G. Strong Clk

S

S Sheriff fees

43
4
172

50
52
15
4 25
5,42

Summoning Defts Witnesses — $ 5,42
Summoning Special Jury — 2,50
To Calling Jury — 10
To Calling Witnesses — 1,72
To attendance before Court

Clerks fees Tobe filed — 4 — 20
To Docketing & Entering Appr & filed &c — 18

Clerks fees in Supreme Court

To filing Transcript Indictment & 6 additional Docs 4 — $ 36
To Issuing Subs for 15 Witnesses — 72
To Entering Return & filing Same — 10
To Issuing Subs for One. Entering Return & filing — 22½
To Issuing Sub for One Entering Return & filing — 22½
To Issuing Sub for three Entering Return & filing — 30½
To Issuing Sub for One — 12½
To Issuing Venire for Special Jury — 25
To Receiving Panel & Swearing Jury — 12
To Swearing Constable — 4
To Swearing 18 State Witnesses — $2
To Swearing 25 Defendants Witnesses — 100
To Entering the Claims for 43 Witnesses — 2,58
To Giving Orders for 43 Witnesses — 3,44
To Entering Verdict & Judgment — 22
To Making up Complete Record — 4,00

To Making Out Our Cost Bill ——— $0 25

18.
17.03

The State of Ohio

vs } recognizance of witness

David Thomson

Filed Oct. 20th 1834

Silas G Strong

Clk

The State of Ohio } Be it Remembered that on
Union County ss } the 9th day of October in the
year 1834 Silas Strong Jacob Sliver Elisha
Adamson Sidney Gilbert & James Irwin personally
appeared before me Samuel B Johnson one of the Justices
of the Peace in & for the county aforesaid & each acknow-
ledged themselves to owe the State of Ohio fifty Dollars
each to be Levied of their goods & Chattels Lands &
Tenaments severally if Default be made in the conditions
following to wit

The condition of this ~~obligation~~ Recognizance is such that if the
above Bound Silas Strong Jacob Sliver Elisha Adamson
Sidney Gilbert & James Irwin shall each on their
respective parts Personally appear before the court of
common Pleas on the first day of the term thereof next to be
holden for the county aforesaid to give evidence & truth
to say in behalf of the State of Ohio touching such
matters & things as shall then & there be inquired of them
severally & not depart the court without Leave then this
Recognizance shal be void otherwise to remain in full
force & virtue in Law

Taken & acknowledged on the day and year above
written before me at the court house in Marysville

Samuel B Johnson Justice of the Peace

Served on the within named Benjamin Beverly
by reading in his presence and leaving
Nov 11th 1834

Service 10 cts
Mileage 80
$0.90

C Wright Sheriff

Union Com Pleas

State of Ohio
vs
Cato Thornton & Wm
Thornton & ~~[illegible]~~
~~[illegible]~~

Subpoena for
witnesses

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to Summon Benjamin Powers to be and appear before the The Honorable the Judges of our Court of common Pleas at the court house in Marysville on the 1st Day of our Next Term to testify & the Truth to say in behalf of Coats Thornton & Mary Thornton in a Matter in controversy pending & undetermined between the State of Ohio Plaintiff & Coats & Mary Thornton Defendants and this he shall in No wise omit under the Penalty of one hundred Dollars and have you then there this writ

Witness the Honorable J. R. Swan President of our said court at this court house this 11th Day of Nov 1834

Silas G. Strong Clk

Thos. E.

State of Ohio

S

David W. Thornton

Coats Thornton

Mary Thornton

Sworn and Teste Within name Julia Ann Thornton
Elizabeth Ann Laird Witnesses
July 20th 1890

Services 90
Mileage -- 40
Witness Fees 130

State of Ohio } To the Sheriff of said County Greeting
Union County } We Command you to summons John Amrine, Elizabeth Reed & Jacob Parthemore to be and appear Before the Honorable the Judges of the Supreme Court at the Court House in Marysville On the 1st Day of their Next Term Court the 23d of July 1835 To Testify the truth to Day in a certain Matter in Controversy Wherein the State of Ohio is plaintiff & D. H. Thornton Coats Thornton & Mary Thornton & this you shall in no wise Omit under the penalty of One Hundred Dollars & have you then there this writ

Witness the Hon. Joshua Collect Esq Chief Judge of the Supreme Court at the Court House in the Town of Marysville this 17th of July A.D. 1835

Silas G. Strong Clk
Supreme Court
" " "
" " "

6

State of Ohio

Inquest of the Jury impanneled to Inquire into the cause of the death of Wm Wilmuth

Filed Oct 17th 1834

Silas G Stevens
Jus. Clk

Recorded

We the undersigned being call upon by Samuel B Johnson a Justice of the Peace to hold an inquest and to examin the dead body of William Willmouth who was shot on the night of the eight of Oct 1834 - after being duly sworn as the law direct we call on Silas G Throop Jacob Slicer James Irwin Elisha Adamson Sidney Gilbert James Gregg and Mrs J. M Powers which were all duly sworn as witnesses and examined as the law direct in such cases - and it is our opinion from the testimony which is now before us that the said William Willmouth was shot dead by David H Thornton with intent to kill and that Coats Thornton and Mary Thornton were accessories in the act both before and after the fact - as the said Willmouth was shot in the street in the town of Marysville Union County State of Ohio in front or nearly so of Coats Thornton House about thirty feet from said house - Given under our hands this the 9th day of Oct and year above written

Cyprian Lee
John R. McLain
Levi Churchill
Wm W. Alexander
Thos Snodgrass
Luther M Davis
Lewis Sattwop
Benjamin Clark
Cornelius Shelpman
Robert L Broome
Joseph Gandy
Hervey Ward

Fee $1,00 each

Union Com Pleas

State of Ohio
vs
Coals & Mary Thornton

Sub. to Examin
Court

Filed Oct 23rd 1834
Silas G. Strong
Clerk

Served on the within named
Defendants by
leaving a Copy
of the within Petition
3 leaving Oct
23 1834

John Folsom not found
Lewis Cooper

Compte Sheriff

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We command you to summons John Gibson & Cyprian Lee Levi Churchill and Henry S Roger to be and appear before the Honorable the Judge of our court of common Pleas at the court house in Marysville at 10 o'clock on the 25 of Octo Inst to testify and the truth to say in a certain Matter in controversy and then and there to be Examined between the State of Ohio Pltff & Coats Thornton & Mary Thornton Defendants and this they shall in no wise out under the penalty of One hundred Dollars & have you then there this writ

Witness the Honorable J. R. Swan President of our said court at the court house this 21st Day of Octr 1834

Jas G Strong Clk

The Within Named Calvin Wright Sheriff certifies ~~that~~ to the Within Named ~~Coats Thornton~~ Amos A. Williams ~~that~~ assy notty Judge the Within Named Coats Thornton & Nancy Thornton was taken in custody of the Said Sheriff on the 10th day of Oct Inst and is now Detain in custody by virtue of the Commitment a copy whereof the Annexed is a copy to wit

State of Ohio
vs
Coats Thornton &
Nancy Thornton
Habeas Corpus

Filed Jan 8th

State of Ohio, Union County ss

To the Sheriff of said County Greeting

We Command You that the Bodies of Coals-Thomton & Mary Thomton in your Custody detained as it is said Together with the Day and cause of their Caption, and Detention ~~by wh~~ you safely have before Mr Amos A Williams one of the Associate Judges of the Court of Common Pleas fourth with at the Court house in Marysville to abide such Order as the said Amos A Williams Esq Associate Judge as aforesaid shall make in the behalf hereof fail Not & Bring this writ with you.

Witness the Hon Honorable J. R. Swan Esq President of our said Court at the Court house in Marysville this 14th Day of October 1834

Silas, G. Strong Clk

The State of Ohio
vs/ Commitment
Coats Thornton &
Mary Thornton

I do certify that this
is a true Copy of the
with in Commitment
Oct 10 1884
D B Smith Cont

The State of Ohio } To the keeper of the Jail of the County
Putnam County } aforesaid Greeting Whereas Coats Thornton
& Mary Thornton late of the County aforesaid has been arres-
ted on the oaths of John Adamson & Silas J. Strong for
the Crime of Murder ~~on~~ for aiding & assisting in the
Commission thereof and has been Examined by me
Samuel B Johnson one of the Justices of the Peace in &
for said County And adjudged to stand Committed
for trial at the Court of Common Pleas ~~or~~ Supreme
Court of said County therefore in the name of the
State of Ohio I Command you to receive the said
Coats Thornton & Mary Thornton into your Custody
in the Jail of the County aforesaid there to remain
untill they be Discharged by the Course of Law

Given under my hand & Seal
this 10 Day of October AD 1834
Samuel B Johnson {Seal}
Justice of the Peace

Wm Geo Sherry

State of Ohio
Mion County Ss

The Clerk of the Supreme Court will issue his venire to the Sheriff commanding him to bring up his Jury of Thirty Six Jurors having the qualification of Electors being householders for the trial of such state cases as are on your docket

W. C. Lawrence
Pros atty for
said County

State of Ohio
vs Summons
D H Thornton
Coats Thornton &
Mary Thornton

Served July 10 AL 1856 by Copy
Summons 10
Copy 15
Mileage 30
55

G Thompson Sheriff

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

We Command you to Summons Alexander R Brown to be and Appear Before the Honorable the Judges of the Supreme Court at the Court House on the 1st Day of their Next Term Court on the 23d Day of July 1835 To Testify and the Truth to say in a Certain Matter Pending & undetermined wherein the State of Ohio is Pltff & David F Thornton Coal Thornton & Mary Thornton are Defendants & this he Shall in nowise Omit under the penalty of one hundred Dollars & have you then ~~there~~ this writ

Witness The Honorable William Collet Esqr President of our Supreme Court at the Court House at Marysville this 21st Day July 1835

S. G Strong C.S.C.

Executed the within writ by delivering the body of the within named Coats Thornton & Mary Thornton to the sheriff of Franklin County on the 8th day of October 1834

I certify the above to be a correct transcript from my Docket of proceedings in the within cause

Samuel B. Robinson Sheriff &c

The State

The State of Ohio
vs
Transcript
Coats Thornton &
Mary Thornton

Filed Oct. 20th 1834
Silas C. Strong Clk

No 3

Record

State of Ohio Union County Justice Docket Entry Oct. 9th 1834

The State of Ohio
vs
Coats Thornton &
Mary Thornton

on the 9th day of October 1834 on the oaths of John Adamson & Silas G Strong a warrant issued against Coats Thornton & Mary Thornton for the crime of Murder or for aiding & assisting in the commission thereof to wit the 7th & 8th personal on application of the Prosecutor a subpoena issued for Thomas P Moore John Gibson James Irwin Joseph A. Russell Daniel Williams Christanna Williams Matthew Williams Juliann M Powers Levi Antrim Elisha Adamson Maryann Adamson Algernon S. Johnson S G Strong Elizabeth Bates Charlotte Slicer James January Ransom Clark Jacob Slicer Solomon Littleton Nancy Ward Samuel Eliott Sidney Gilbert Stephen McLain John R McLain

Justice costs affidavit	25
Warrant	25
Subpoena for 25 wit.	1,08 1/2
Swearing witnesses	,96
Judgment	25
Commitment	25
Taking 6 recognizances	1,50
	$4,54 1/2
Transcript	3,11 1/2
	$7,65 44
Constable P B Smith	4,18
Witness fee	$12,00

Which was return by P B Smith const endorsed served on the within named Witnesses by reading oct. 10 – Warrant Returned by P B Smith constable Executed by bringing the bodies of the within named Defendants forward October 19th 1834 The Defendants Present & William C Lawrence Prosecuting Attorney The Defendants Pleaded not Guilty Thereupon the evidences were Sworn to wit Stephen McLain James January Algernon S. Johnson Matthew Williams Jacob Slicer Levi Antrim James Irwin John Gibson Samuel Eliote Charlotte Slicer Christanna Williams Maryann Adamson Juliann M Powers Ransom Clark Daniel Williams Elisha Adamson Solomon Littleton John R McLain Elizabeth Bates & Joseph A Russell & examined & after hearing the evidence produced by the prosecutor it is considered that the Defendants Stand committed for trial at the court of common Pleas Thereupon a commitment was issued Which was returned by P B Smith constable

State of Ohio
by
James H. Thornton
& others

Indictment for
Murder

A true Bill
Daniel [illegible]

Foreman

Filed Nov 21st 1834
Silas G Strong Cl

Filed March 21st 1835
Silas G Strong
Clerk
S.G.S.C.

Defendants arraigned & plead
not guilty — 888

1 copy 3 — 1.10
2 copy 3 — 1.10
3 copy — 1.00

4

State of Ohio } ss
Union County

At a court of Common Pleas begun and held in the Court house in and for the County of Union and State of Ohio on the twentieth day of November in the year of our Lord one thousand Eight hundred and thirty four

The Grand Juors of the state of Ohio then and there duly Empanneled sworn and charged to enquire within and for the Body of the County of union in the name and By the authority of the state upon their oath present and find that David H Thornton Coats Thornton and Mary Thornton late of said County of union on the eight day of October in the year of our Lord one thousand eight hundred and thirty four in the Town of Marysville in said County of union and within the Jurisdiction of this Court not having the fear of God before their eyes but being moved and seduced by the instigation of the Devil with force and arms at the County of union aforesaid in upon one William Wilmith then and there being feloniously Malicious ously purposely wilfully and of their deliberate and premeditated malice did make an assault and that the said David H. Thornton a certain Gun Called a shot gun of the value of ten dollars then and there charged with Gunpowder and Leaden shot which said Gun he the said David H Thornton in Both his hands then and there held at and against the said William Wilmetth then and then feloniously Maliciously purposely wilfully and of his deliberate and premeditated malice did shoot off and discharge and that the said David H Thornton with the leaden shot aforesaid By means of shooting off and discharging the said Gun so loaded as aforesaid at and against the said William Wilmetth as aforesaid did then and there feloniously maliciously purposely wilfully and of his deliberate and premeditated malice strike penetrate and wound Him the said William Wilmetth in and upon the left side of him the said William Wilmetth near the left shoulder Blade giving to him the said William Wilmetth then and there with the leaden shot aforesaid By means of shooting off and discharging the said Gun so loaded to at and against the said William Wilmetth By such striking ~~on~~ penetrating and wounding the said William Wilmetth aforesaid one mortal wound of the Breadth of half an inch and depth of five inches of which said mortal wound he the said William Wilmetth did then and there instantly die

and that the said Coats Thornton and Mary Thornton then and there feloniously maliciously purposely wilfully and of their deliberate and premeditated malice were present aiding abetting assisting helping comforting procuring commanding and mentaining the said David H Thornton in the felony and murder as afore said in manner and form as aforesaid to do and commit And so the Jurors aforesaid upon their oath aforesaid do say that the said David H Thornton Coats Thornton and Mary Thornton him the said William Wilmeth in the manner and by the means aforesaid feloniously maliciously purposely wilfully and of their deliberate and premeditated malice did kill and murder Contrary to the form of the statute in such case made and provided and against the peace and dignity of the State of Ohio

And the Jurors aforesaid upon their oath aforesaid do further present that the said David H Thornton Coats Thornton and Mary Thornton on the eight day of October in the year of our Lord one thousand eight hundred and thirty four at the County aforesaid with forcea and arms in and upon one William Wilmeth in the peace of God and this republic then and there being feloniously maliciously purposely wilfully and of their deliberate and premeditated malice did make another and further assault and that the said David H Thornton a certain gun called a shot gun of the value of ten dollars then and there charged with gunpowder and leaden shot which said gun he the said David H Thornton in both his hands then and there held at and against the said William Wilmeth then and there feloniously maliciously purposely wilfully and of his deliberate and premeditated malice did shoot off and discharge and that the said David H Thornton with the leaden shot aforesaid ~~by~~ by means of shooting off and discharging the said gun so loaded as aforesaid to at and against the said William Wilmeth as aforesaid did then and there feloniously maliciously purposely wilfully and of ~~their~~ his deliberate and premeditated malice strike penetrate and wound the said William Wilmeth in and upon the left side of

This count abandoned

him the said William Wilmeth near the left shoulder
blade giving to him the said William Wilmeth then and
there with the leaden shot aforesaid by means of shoot-
ing off and discharging the said gun so loaded to at and
against the said William Wilmeth and by such striking
penetrating and wounding the said William Wilmeth
as aforesaid one mortal wound of the Breadth of one inch
and depth of eight inches of which said mortal wound
he the said William Wilmeth did then and there instantly
die And that the said Coats Thornton and Mary Thornton
then and there feloniously maliciously purposely wilfully
and of their deliberate and premeditated malice were pres
ent aiding abetting assisting comforting commanding pro-
curing and incentaining the said David H Thornton
in the felony and murder aforesaid in manner and
form aforesaid to do and commit and the Jurors
aforesaid upon their oaths aforesaid do say that the
said David H Thornton Coats Thornton and Mary Thorn
ton him the said William Wilmeth in the manner
and by the means aforesaid feloniously maliciously
purposely wilfully and of their deliberate and premed-
itated malice did kill and murder contrary to the
form of the statute in such case made and provi
ded and against the peace and dignity of the State
of Ohio

J. R. Sewell
Prosecuting Atty

Thomas Moore
Jacob Shear
James Gregg
James Irwin
Silas G. Strong

Supreme
Court

Supreme

Sheriffs Fees in Com Pleas

To Commitment ——— ~~10~~ — — 90

To Bringing into on Habeas Corpus 1.50

To ~~attending~~ attending Refd. Exam Cert. 90

To attending Prisoner Refd Com Plas 90

To opening Court & calling action 16

To serving 1 Subpoena — — 10

To Service on 2d Subpoena — — 1.50

Service on 3d Subpoena — — 60

Service on 4th do — — — 30

Service on 5th do — — — — 90

Service on 6th do — — — — — 90

65

Sheriffs Fees in Supreme Court

To Summoning Special Jury — — $ 2.00

To summoning Defendants Witnesses 1.40

opening Court Crier & calling ct 16

To calling Jury — — — 10

To Calling 43 Witnesses 1.72

To attending Prisoners Refd Cert 90

$ 14.20

2

1st once urgent
Business

The State of Ohio
vs } Recognizance
} of witnesses

Coats Thornton
& Mary Thornton

Filed Oct. 20th 1834
Silas G. Strong Clk

The State of Ohio } Be it Remembered that on
Union County ss } the 10th day of October in the
year 1834 ~~Personally~~ Solomon Littleton & Joseph A
Kersell personally appeared before me Samuel B Johnson
a Justice of the peace in & for said county & acknowledged
themselves severally to owe the state of Ohio the sum
of one hundred dollars each to be levied of their goods
& chattels lands & tenaments severally if default bema
de in the conditions following to Wit
The condition of this recognizance is such that if
the ~~s~~ & Above bound Solomon Littleton & Joseph A
Kersell shal personally appear before the court
of common Pleas on the first day of the term thereof
Next to be holden for the county afore said to give
testimony & truth to say on behalf of the State of Ohio
touching such matters as shall then & there be inquired
of them & not Depart the court without Leave
then this recognizance shall be void otherwise
it shall remain in full force & vertue in Law
Taken & acknowledged on the Day & year
above written before me at the court house in
Marysville Samuel B Johnson Justice of the Peace

Served on the within named July M Powers
Thomas Moss John McClure Sydney Gilbert
James Gregg Elizabeth Adamson & Mary Adamson
Matthew Williams Jacob Slier & Charlotte Slier
James Brown Benjamin Clark Silas S Strong
Joseph A Kerfoot & Alexander S Johnson
John Coleman not found

Service - - - $1.40
Mileage 40
1.80

C Wright Sheriff

Union Common Pleas
Trial Docket No
Coats Hunton Mary Thornton
vs
Daniel H Thornton
Subpoena for Witness
Filed Oct 25th
AD 1834
Silas Armstrong
Clerk

14
10

State of Ohio } To the Sheriff of Said County Greeting
Union County }

We Command you to Summons Julia M Powers Thomas P More John R McCain Sidney Gilbert James Gregg Elisha Adamson and Maryann Adamson Algernon S Johnson Matthew Williams Jacob Slicer & Charlotte Slicer John Gibson James Irwin Ransom Clark Silas G Strong & Joseph A. Rupell To Be and appear Before the Honarable the Associates Judges of the Court of Common Pleas at an Examining Court held in the Court House on the 25 Day of Oct AD 1834 To Testify & the truth to say in Behalf of the State of Ohio wherein the State of Ohio is Plaintiff & Coats Thornton Mary Thornton & David H Thornton are Defendants & this they shall in nowise omit under the Penalty of One Hundred Dollars & have you then thine this writ

Witness The Honorable Joseph R Swan President of our said Court at the Court House in the town of Marysville this 23d day Oct AD 1834

Silas G Strong Clerk

Served July 8th 1850 on the within
named D. Thom by reading to him personally
and leaving

Fees
Mileage 10
Serving 50
Total 60

State of Ohio
} Subpoena
David H. Thornton
Coats. Thornton
Marg. Thornton

State of Ohio } To the Sheriff of Said County
Union County } Greeting

We Command you to summons Luther M Davis to Be and Appear forthwith Before the Honorable the Judges of the Supreme Court at the Court House in Marysville to Testify and the Truth to Say in a Certain matter in Controversy Pending and undetermined in Said Court Wherein the State of Ohio is Plaintiff and David H Thomton Coats Thomton & Mary Thomton are Defendants & this he shall in no wise Omit under the Penalty of One hundred Dollars & have you then Here this Writ

Witness the Honorable Joshua Collett Chief Judge of the Supreme Court at the Court House this 24 Day of July AD 1835

Silas G Strong Clerk

The State of Ohio

vs } Recognizance.

Coats Thornton

& Mary Thornton

Filed Oct. 20th 1834

Silas G. Strong

Clk

The State of Ohio } Be it remembered that on the 10th day of October
Union County ss } in the year 1834 Algernon S Johnson
personally appeared before me Samuel B Johnson a Justice of
the Peace in and for said county & acknowledged himself to owe
the state of Ohio One hundred Dollars to be Levied of his goods
& Chattels Lands & tenaments if Default be made in the condi
tions following to wit

The conditions of this Recognizance is such
that if the above bound Algernon S Johnson shall personally
appear before the court of common Pleas on the first day
of the term thereof Next to be holden in & for said county
to give evidence & truth to say in behalf of the State of
Ohio & not Depart the court without Leave then this
Recognizance to be void otherwise to remain in full force
& vertue in Law

Taken & acknowledged the day & year above written
Before me at the court house in Marysville

Samuel B Johnson, Justice of the Peace

The State of Ohio

vs } Recognizance of witness

Coats Thornton

& Mary Thornton

Filed Oct 20th 1834

Silas G Strong

Clk

The State of Ohio } Be it Remembered that
Union County } on the 10th day October in
year 1834 Daniel Williams & Matthew
Williams Personally appeared before me Samuel B
Johnson one of the Justices of the Peace in & for
the county afore said & acknowledged them
selves to owe the state of Ohio one hundred
Dollars each to be Levied of their goods & Chatte
=ls Lands & tenements if Default be made in
the following conditions to wit

The conditions of this Recognizance is such
that if the above bound Matthew Williams Shall
Personally Appear before the court of common
Pleas on the first day of the Term then of Next to
be holden for the county afore said to give evidence
& truth to say in behalf of the State of Ohio touching
such matters as shall then & there be inquired of ~~them~~
him & not Depart the court without Leave then this recog
nizance to be void otherwise to remain in full force
& vertue in Law

Taken & acknowledged on the day & year above
written before me at the court house in
Marysville Samuel B Johnson
Justice of the Peace

34
6
204

8
34
8
272

State of Ohio
vs
W Thornton et al
Pracipe for
Witnesses
Filed Nov 15th 1834
Silas G Strong
Clk

Able Marks
Edward Gragg
Eli Londy

the Clerk will issue Subpoenas for the within named Witnesses to be and appear at the next term of the Court of Common pleas in and for Union County

November 13 1834

Coats Thornton
Mary Thornton
D H Thornton

State of Ohio
Union County ss } I Samuel B Johnson Justice of the Peace in & for said county do hereby certify That Jacob Stier James Irwin Silas G Strong Elisha Adamson Sidney Gilbert Sullivan M. Powers & James Gregg Was by me subpoenaed & sworn to testify the truth the whole truth & nothing but the truth in the above cause (concerning the cause of the death of William Wetmouth as above) & that the foregoing Depositions by them subscribed was reduced to writing by me Except the Deposition of Silas G Strong Which was reduced to writing by said S G Strong & taken at the time & place here in specified to wit at the Court House in Marysville in said Union county on the 9th day of October 1834

Given under my hand & seal this 9th day of October A D 1834

Samuel B Johnson Seal
Justice of the Peace
Acting as Coroner at
said County

3/8/0
29666666

Coroners Report
in
the death of
Wm Wetmouth
Filed Oct 17th 1834
Silas G Strong
Clerk

Silas G Strong of Lawfull age Sworn as above Subpoenaed &

Says that about Eight Oclock in the Even-
ing of 8th Day of October 1834 he had been in at
John R McLains a few minutes and left them
Crossed the Street to John Adamsons Stood a
few minutes in the company of Men there Stan-
ding and at the Same time when he Stood -
there Several Men & Boys Ringing Bells & Run
ning about in the Street - he was Looking towards
them & Saw One or two but who they were he -
does not recollect that he noticed But he
Saw them pointing up towards the Upper win
dow and he Strong walked out into the -
Street in a Northeast Direction from Said
Adamsons & was Standing in or near the -
middle of the Street in a South East Direct
ion from the North Upper front window
of Thornton and was Looking at it to See if he could
tell what the Boys were Looking at he -
Saw the flash of the gun and heard the re
port of the gun Discharged by Some one at
the Window but could not See who held
it. Jacob Slice was about two poles -
nearer to the window than he (Said Strong)
was and as near as this Deponant ~~can~~ -
Judge William Wellmeth the Deceased Stood
about One pole nearer the window than -
this Deponant and Immediately on the -
crack of the gun this Deponant not believe
that any Mischief had been Done was Noticing
the remarks of Thomas Moore who Stood
near by - but in the Space of perhaps one
half Minute he Discovered the Boy Wm Wel
lmeth Reeling Round & passing by -

By this deponent he Exclaimed (I am shot Dead or. I am Dead) I saw several forthwith acc-
ing the Deceased but he fell & gasped several
times but did not speak any more as I
heard - I followed to the Door & forthwith
Called several to go with me & surround
the house - which was Done & about Nine O
clock the house was opened & the Sheriff
& Parson Clark and James Sanderson Enter
ed - ~~And further this Deponent saith not~~ -
There was all this time a Light in the Sheets
by the burning of a tar Barrell so that it
was quite Light
Question could you no See to Discover
the person in the window - as well as others
1st I was not so near & in so convenient
a Situation to See
2 I cannot See to Discern objects Dis-
tinctly at a Distance being Nearsighted
and further this Deponent saith not

Silas G Strong

Sworn to & subscribed this 9th day of
October in the year 1884 before me

Samuel B Johnson
Justice of the Peace

Pleiston Aveinson of Lawful age being sworn
Sworn as above Deposeth & saith

I was standing near my door last night
in the frame I then heard the threats of several
from the house of Coats Thorn ton threatening
to shoot them the word was the gun was on
stairs I then looked & said the gun pointing out
at the window William Wettmuth came up
within 20 feet of the house & stood supposed
about that distance & took his bills & then
started & ran off & I heard someone in the
house hollowing to him to shoot and when
the boy was about the middle of the street he
did shoot my impression was that it was shot
was shot I then went to him & found that
it was not shot I then asked him if he was shot
& he showed me that he was not & told me that
he was shot, I then left him immediately
& called for assistance to surround the house
& as I was even with the back of the building
I saw a person come out at the back door which
I was surprised at the time was David H Thornton
he came out at the door & ran & when I
was at the back of the lot I saw the door open
& saw some person in the door I believed it to
be him entering & some of the family came
out to see where he had gone he came at
the second time & saw him. I knew him
to be David H Thornton my impression was
that he intended to make his escape
I saw no gun in the street previous to the discharge
of the gun which killed William Wettmuth

I frequently heard Caleb Thornton & his wife Mary Thornton threatening to shoot I previous to this probably half an hour Caleb Thornton was standing in his door with a gun in his hand elevated to an angle of 45 degree on the above & threatening to shoot I believe the voice that I heard at the time the gun cracked crying out was the same which I had heard before from the person of Mrs Thornton the old Lady

And further this Deponent saith not

E Alderson

Sworn to & subscribed this 9th day of October 1834 before me

Samuel B Johnson
Justice of the Peace

Sidney Gilbert of Lawful age Subpoenaed & sworn as above

Deposeth & saith that on the evening of the 8th of October 1834 I was standing in the Main street of Marysville by the post where they tie their horses between Coates Thornton's dwelling house & Harrisons store when I saw the window lain When I saw the window raise I spoke to someone & said there was going to be something done now & then went over into middle of the street William Wattmough was then standing close beside of me he said to some of us go up and shake the bell close to the door which was then shut he went within about a rod or a little more off the house and gave his bell an shake and started to run away & fell as he started and turned his left side toward the house the gun went off and soon as the crowd the elated his right hand to his left side under his arm and exclaimed I am shot he ran off a space at kept saying I am shot I am shot and then said I am shot dead this I think was his last words he then drooped on to his knees & then took the bell from his neck & then took hold of him & Isaac Ward took hold of him & we carried him into the house & he immediately expired

Before the gun went off I saw it out at the window the big stone in at the window so plain that I could see some straw papers that was there plain I saw some person standing at the window but could not tell who it was when the gun flashed I could see his face plain

I then saw at W. David W Thornton that had the gun in his hand & shot it off her head with his left hand to the trigger and his right hand on the barrel some very frontier book

And further this deponent saith not

Sidney Gilliat

Sworn to And subscribed this 9th day of October A D 1834 before me

Samuel B Dobner

Justice of the Peace

James Irwin of lawful age & sworn as above
Deposeth & saith that on the evening of the 8th of October
1834 I was standing before the window of the
house of Coate Thornton ~~house~~ in Marysville
& saw Coate Thornton set the gun down near the front
door of the house after having levelled the gun out
at the door & threatening to shoot - David & Thornton
then took the gun & walked back into the room
the next saw of him was in a short time at the North
out front window with the gun in his hand I saw him
lean the window & put the gun out at the window
and in a short time the discharged When he neared
the window he put the gun out in the attitude of
shooting stepping back in the dark as well as he could
this took place at the time that William Wetmuth was
killed I heard several voices in the house saying
Shoot Shoot I also heard Coate Thornton
say a little before this ~~they~~ he would shoot off the
Did not go away I told them that we weren't
~~Further by the~~
going to disturb them & we didn't intend
that they should or if we could help it
& further this Deponent saith not

James ⊤ Irwin
his mark

Sworn to & subscribed this 9th day of October
A.D. 1834 before me
Samuel B. Johnson
Justice of the Peace

on re-cross examination of
James Irwin on the same oath says, that
he saw old Mr Thornton loading the gun
about 15 or 20 minutes after it had been
charged

I saw him put the Percussion into the gun out of his hand I blew out that he was loading the gun the candle was immediately put out or went out & somebody came & stopped a hole in the window or window by a pane of glass being broke out beyond that the wind blowing the curtain away so that we could see in before it was stopped

Said further that defendant said not

James his X mark Brown

Sworn to & subscribed before me this 9th day of October 1834

Samuel B Johnson

Justice of the Peace

James Gregg of lawful age subpoenaed & sworn as above
Deposeth & saith on the evening of the 8th of October
1834 I was standing in the street between Mr
Thornton's & Mr McLains I saw David
W. Thornton leave the window in the north
end of late Thornton's house bounding the
east and saw him put a gun out at the
window I was then about one rod from
where William Wilmuth stood at
that time I saw the gun fired & I then
saw him fall and knew it to be David W
Thornton the gun was discharged immediately
William Wilmuth ran I did not understand
what he said ~~after wards~~ I did not know where he
was hurt then soon after I went in to John
Adkinsons house & saw him dead

And further this Deponent saith
not

James his Gregg
mark

Sworn to & subscribed this 9th day of
October A D 1834 before me

Samuel B Johnson
Justice of the Peace

Juliana M Powers alias Thornton of
Lawful age, & sworn as above Deposeth & saith that she something of the any person being that & nowise otherwise of the matter other
I heard the gun but did not know who shot the gun I was fatigued and had been lying down but had got up
on the bed at the time I heard some conversation
I heard something about the gun but did not know
I was the old man upstairs at the time the gun went off I believe not Mr Thornton
& myself was together below stairs
& was there any other persons in the house that evening except Mr Thornton's family & your self. A There was not
Q Was David H Thornton upstairs at the time the gun went off
A I believe he was but cannot tell certain.

and further the Deponent saith not

J M Powers

Sworn to & subscribed this 9th day of October
A D 1834 before me Samuel B Johnson
Justice of the Peace

At a coroners Inquest on the Body of William Willmath Who was found Dying in the ~~Street~~ Main-street of the Town of Marysville in Union county State of Ohio

~~Jacob Sliver of Law~~ Sworn by Samuel B Johnson a Justice of the Peace in & for said Township

Jacob Sliver of Lawful age was subpoenaed to attend as a witness & being duly sworn according to Law Deposeth & saith that on the evening of the 8th of October 1834 I was standing before the door of Coats Thornton in Marysville in the County of Union the first thing I saw was the window broke & a gun shoved out at the window then I made the exclamation Shoot me if you dare if you want to shoot shoot me by that time the gun Discharged & I saw David H Thornton at the north front window in the loft & he was the man that had the gun in his hand I saw him aiming the gun at some object not at me I think & I saw the same gun that he David H Thornton had in his hands go off the flash of the gun made sufficient Light for me to see the man that shot it was David H. Thornton I saw him & knew him Immediately after the gun went off I saw William Willmath first his right hand to his Left side and shrunk down & think his expression was I am shot or killed I think it was killed

Question by one of the Jurors

Did you hear any body say shoot or anything of kind in the house previous to the Discharge of the gun

I did hear some person in the house say shoot but did not know who

and further this Deponent saith not

Jacob X Sliver
his mark

Sworn to & subscribed before me this 9th day of October 1834 Samuel B Johnson J.P.

Supreme Court Union Co

State of Ohio
vs } Transcript
David H. Thornton
Coats Thornton &
Mary Thornton

Filed March 21st 1835
Silas G. Strong Clk
S. C. U. C.

Recorded

State of Ohio
Union County
David H Thornton
Coats Thornton &
Mary Thornton

Indictment for murder
in the first Degree
Be it Remembered that
at a Court of Common
Pleas Holden at the
Court House in the
Town of Marysville in and for the County of
Union and State of Ohio on the twentieth day
of November in the year of our Lord One
Thousand Eight hundred and thirty four
Before the Honorable Joseph R Swan Esqr
President & Robert Nelson John Porter & Amos
A Williams Esqrs his Associates Judges assigned
to Keep the peace and also to hear and Deter
mine Divers felonies trespasses and other Mis
demeanors in said County Committed upon
the Oaths of Henry Sagar Herman Toby Levi
Churchill Christian Myers Ransom Clements
Samuel Sagar Eleazer Rose Jesse Bell Henry
Swarty Wm Wells Richard Hoskins Wm Richey
Reuben Pelham Jas Bell and David Galland
Good and Lawfull Men of the County of
Union Grand Jurors Total State of Ohio
Union County ss At a Court of common Pleas
Began and held held at the Court House in &
for the County of Union and State of Ohio on
the twentieth day of November in the year
Of our Lord One thousand Eight hundred
and thirty four the Grand Jurors of the State
of Ohio there and there duly empannelled
Sworn and Charged to enquire within and
for the Body of the County of Union in the
name and by the Authority of the State of Ohio
upon their Oaths present and find that David

H Thornton Coats Thornton and Mary Thornton Late of Said County of Union on the Eighth day of October in the year of our Lord One thousand Eight hundred and thirty four in the Town of Marysville in Said County of Union and within the Jurisdiction of this Court not having the fear of God Before their Eyes But being moved and Seduced by the instigations of the Devil with force and arms at the County of Union Aforesaid in and upon one William Willmeth then and there being feloniously Meliciously purposely Willfully and of their Deliberate and premeditated Malice did make an apault and that the Said David H Thornton a certain Gun Called a Shot Gun of the Value of ten Dollars then and there Charged with Gun powder & Leaden Shot which Said Gun he the Said David H Thornton in both his hands then & there held at and agaanst the Said William Willmeth then and there feloniously Maliciously purposely Willfully and of his Deliberate and premeditated Malice Shoot Off and Discharge & that the Said David H Thornton with the Leaden Shot Aforesaid by means of Shooting off and Discharging Said Gun So Loaded as Aforesaid at And against the Said Wm Willmeth as Aforesaid did then and there feloniously Meliciously purposely Willfully & of his Deliberate and premeditated Malice Strike penetrate & wound him the Said Wm Willmeth in and upon the Left Side of him the Said William Willmeth near the left Shoulder Blade Giving to him the Said William Wil

meth then and there with the Leaden Shot afore
said by means of shooting of and discharging
the said Gun so loaded to at and against the said
William Willmeth and By such striking
penetrating & wounding the said William Will
meth aforesaid one mortal wound of the
breadth of half an inch and Depth of five
Inches of which said mortal wound he the said
William Willmeth did then and there instantly
Die and that the said Coats Thornton & Mary
Thornton then and there feloniously Melicious
ly purposely willfully and of their Deliberate &
premeditated Malice were present Aiding
Abetting Apisting helping Comforting procu
ring Commanding and mentaining the
said David H Thornton in the felonly and
Murderas Aforesaid to do and commit and
so the Jurors Aforesaid upon their Oaths
Aforesaid do say that the said David H Thorn
ton Coats Thornton & Mary Thornton him the
said William Willmeth in the manner & by
the means Aforesaid feloniously maliciously
purposely willfully and of the Deliberate and
premeditated Malice did Kill and Murder
Contrary to the form of the Statute in such case made
and provided against the peace and Dignity of
the State of Ohio and the Jurors Aforesaid upon
upon their Oaths Aforesaid do further present that the
said David H Thornton Coats Thornton & Mary Thorn
ton on the Eighth Day of October in the year of
Our Lord One thousand Eight hundred and
thirty four at the County aforesaid with force
and arms in and upon one Wm Willmeth
in the Peace of God and this Republic

then and there Being feloniously Maliciously purposely willfully and of their Deliberate and premeditated Malice did mak another ~~apault~~ & further apault and that the Said David H Thomton a certain Gun Called a Shot Gun of the Value of ten Dollars then and there Charged with Gun powder and Leaden Shot which Said Gun he the Said David H Thomton in Both his hands then and there held at and against the Said William Willmeth then and there feloniously Maliciously purposely willfully and of his Deliberate and premeditated Malice did Shoot off and Discharge and that the Said David H Thomton with the Leaden Shot Afresaid by means of Shooting of and Discharging the Said Gun So Loaded as Afresaid to at and against the Said William Willmeth as Afresaid did then and there feloniously Maliciously purposely willfully and of his Deliberate and premeditated Malice Strike penetrate and Wound the Said William Willmeth in and upon the Left Side of him the Said William Willmeth near the Left Shoulder Blade Giving to him the Said William Willmeth then and there with the Leaden Shot Afresaid By means of Shooting of and Discharging the Said Gun So Loaded to at & Against the Said William Willmeth and By Such Striking penetrating and wounding the Said William Willmeth as Aforesaid One Mortal wound of the breadth of one Inch and Depth of Eight Inches of which Said Mortal Wound he the Said William Willmeth did then and there Instantly Die and that the Said Coats Thomtons & Mary Thomton then and there feloniously Maliciously purposely willfully and of their Deliberate and premeditated Malice were present Aiding Abetting assisting Comforting Commanding procuring

and Mentaining the said David H Thomton in the felony and Murder Aforesaid in Manner and form Aforesaid to Do and Commit and the Jurors afore said upon their Oaths Aforesaid do Say that the said David H Thomton Coats Thomton and May Thomton him the said William Willmott in the Manner and By the means Aforesaid feloniously maliciously purposely willfully and of their Deliberate and premed itated Malice Did Kill and Murder Contrary to the form of the Statute in Such case made and provided & Against the Peace and Dignity of the State of Ohio

Thomas Moore
Jacob Slicer
James Gregg
James Irwin
Silas G Strong

W L Lawrence prosecutg

The Prisoners David H Thomton Coats Thomton and May Thomton Being Indicted & Arranged before the Court & after Hearing the said Indictment Read to them in Open Court and Before Pleading thereto Declared that they Elected to be Tried in the Supreme Court of this State and thereupon it is ordered that said Prisoners Be remanded to the Jail of the County there to Remain untile Discharged By due Course of Law and afterwards towit on the Same Day and year Aforesaid Came 1st James Irwin 2nd Samuel Elliott 3d Jacob Slicer 4 Thomas Moore 5 Stephen McLain 6 Charlotte Slicer 7 Sidney Gilbert 8 Elisha Adamson 9 Mary Ann Adamson 10 John R McLain 11 Julia M Powers 12 & Luther M Davis and Severally Acknowledged themselves to Owe and Stand indebted to the State of Ohio in the Penal Sum of fifty Dollars Each to be levied on their Goods and Chattles Lands and Tenements if Default Be made in Condition of this Recognizance Towit that if they and Each of them for themselves &

and James Gregg for A M Davis Be and appear be
fore the Honorable the Judges of the Supreme Court of
the State of Ohio at the Court House in Marysville
at 8 O'clock in the Morning of the 1st Day of their Next
Term of said Court to be Holden at the Court House
in Marysville in and for the County of Union To Tes
tify and the Truth To Say in the Case wherein the
State of Ohio is plaintiff & David H Thornton Coats
Thornton & May Thornton Defendants & not Depart
the Court without Leave then this Recognizance
is To Be void Else to in full force and virtue —
And thereupon Came 13 Joseph A Rupell 14 Hezekiah
Bates 15 & Elizabeth Bates his wife 16 Samuel B John
=son 17 & Sidney Johnson his Son 18 James January 19 &
Solomon Littleton and Severally Acknowledged
themselves to Owe and Stand Indebted unto the
State of Ohio in the penal Sum of Fifty Dollars
to Be Levied on their Goods & Chattles Lands & tene
ments if Default Be made in the Condition
of this Recognizance Towit that if they Severally
Appear Before the Honorable the Judges of the
Supreme Court of the State of Ohio at the Court House
in Marysville at Eight O'Clock in the Morning
of the 1st Day of the Next Term of said Court to be
holden in and for the County of Union then and
there To Testify & Give Evidence in the Cause where
in the State of Ohio is plaintiff & David H Thornton
Coats Thornton & May Thornton Defendants
and not Depart the Court without Leave then
this Recognizance to Be void Else to be & rem
ain in full force and virtue
And Afterwards towit at our said Court of
Common Pleas on the 10th Day of March in the
year 1835 the Accused who are now Confined

~~of the~~ in the Jail of the County Jail Coats Thornton & Mary Thornton Having at the Last Term of this Court made their Election to Be Tried in the Supreme Court of this State were on Motion of G Swan their Counsel Brot Before the Court at the present Term and on like motion & on hearing the Testimony It is by this Court here ordered that Coats Thornton & Mary Thornton be Admitted to Bail & that they Be Discharged from the Jail of this County on their entering into a Recognizance to the State of Ohio in the Sum of one Thousand Dollars Each & not Less than two Good and Sufficient Securities conditioned for their Being and Appearing Before the Judges of the Supreme Court of this State on the 1st Day of the Next Term of said Court To be Holden in & for this County and that they and Each of them do not Depart the Court without Leave and it is further Ordered that the Clerk of this Court make a Record of this Recognizance to the Clerk of the Supreme Court forthwith After the Same Shall Be entered into as aforesaid And thereupon Came Mary Thornton William Gladhill John Porthemore Thomas Pan Samuel Griffin & Moses Orchards and acknowledged themselves to owe and stand Indebted to the State of Ohio in the Penal Sum Of one Thousand Dollars each To be Levied on their Goods and Chattles Lands & Tenement if Default Be made in Condition of this Recognizance To wit that if the Said Mary Thornton Appear Before the Honorable the Judges of the Supreme Court of the State of Ohio at the Court House in the Town of Marysville

on the first Day of the Next Term of Said Court to be Holden in and for this County and then and there to Answer an Indictment found Against Him for Murder in the first Degree and not Depart the Court without Leave then this Recognyance To be Void and of no Effect Otherwise in full force and Virtue.

And Thereupon Came Coats Thornton Hezekiah Bates & Jacob Parthemore here in open Court and Acknowledged themselves to Owe and Stand Indebted unto the State of Ohio in the Full Sum of One thousand Dollars Each To be Levied on their Goods And Chattles Lands and Tenements if Default Be made in Condition of this Recognyance Towit That if the Said Coats Thornton Be & Appear Before the Honorable the Judges of the Supreme Court of the State Of Ohio at the Court House in the Town of Marysville on the first Day of the next Term of Said Court to Be holden in And for Said County of Union Then & there To answer to an Indictment found Against him for Murder in the first Degree & not Depart the Court without Leave then this Recognyance to Be void Else in full force & Virtue

I Silas G Strong Clerk of the Court of common Pleas within and for the County of Union Certify the foregoing To be a true Transcript of the proceedings in Said Court of common Pleas have in the above Cause Witness My hand and official Seal this 20th of March 1835 Silas G Strong Clk