Supreme Court Case File
Case No. 1835-SC-0001

SUPREME

No. 35-SC-1

Union Common Pleas Court.

David Miller
Plaintiff,

AGAINST

R L Browne
Defendant.

JUL TERM. 1837

JUDGMENT VS DEFENDANT
$119.00

SUPREME

Journal 1 Page 36
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THE J. D. SMITH CO., Springfield, Ohio.

Letter
of
Broom

Palau

The following witnesses have Receipted their fees to wit
N. Wason Wm Mann C. Lee A. Pollard
J. G. Strong
And R. Clark Sheriff has receipted
in full
See Receipts on file

Miller
vs
Court Bill
Books

David Witter vs Robson L Broom Dr

To costs in Com pleas - Clerks fees - $0.45
Sheriff fees Wingate 1.25
In same cause $2.70

R L Broom Dr.

To Clerks fees - - - - - - 2.51
To Shff Wingate - - - 1.25
To Docket fee. G Swan — 5 00
$8.76

In Supreme Court

David Witter Dr

To Clerk - - - - - - - 3.46½
To Shff Wingate 32
To Shff Clarke — 48
4.26½
Jury fee 6 00

R L Broom Dr

To Clerks fees - - - - - - - 2.95½
Shff Wingate - - - - - - - 1.20
Shff Clarke - - - - - - - 1.42½
Witnesses 9.00
Docket fee - - - - - - - 5.00
19.58

Clerk Strong - 1.45 = 2.51 - 3.46½ — 2.95½ 10.38
Shff Wingate 1.25 — 125 — 32 - 120 4.02
Paid (see Strong's Recpt) $14.40

Shff Clark

19.58
8.76
28.34

19.58
4.26½
8.76
2.70
½

2.70
4.26½
6
12.96½

David Witter Plff

vs

Robson L Brown Deft

Union Superior Court
July Term 1835

The Clerk will issue a subpoena for Thomas Smith to testify in the above cause at the ensuing Term

Nancyville 18th 1835

Robson L Brown

Served on the within named William Ward Samuel B Jackson Harry Ward Lewis Ward John D McLaren Ivy Ward July 22 By reading in their presence of hearing

Service .60
Mileage .10
.70

C Wincott Sheriff

Supreme Court Putnam County

David Utter

vs Subpoena

Robert L Brown

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

We Command you to Summons John R McFain Saml B Johnson Harvey Ward Jas L Ward William Ira Wood Ward v. To be and Appear Before the Honorable the Judges of the Supreme Court of the County of Union 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 in Controversey Pending and undetermined Wherein ~~the~~ David Witter is plaintiff & Robson L Broom is Defendant & this they Shall in no wise Omit under the penalty of One Hundred Dollars & have you then there this writ

Witness the Honorable Joshua Collect Cheif Judge of our Supreme Court at the Court House in Marysville this 21st Day of July 1835

S. G. Strong C. S. P. C.
Mc Ohio

D Witter
R L & B Broome

Served by Reading
R Clark Sheriff
July 27th 1837
Serv —— 50
Mil —— 10
60
60

State of Ohio Union County }
To the Sheriff of said County Greeting!
We command you to summons S B Johnson
Lyman Ar & Marcus Bowen
Ira Wood Williams Ward to be and
Appear Before the Honorable Judges
of the Supreme at the Court House in
Marysville on the first day of their next
Term To Testify and the truth to say in a certain Matter
pending Wherein Daird Witter is Pltff v Robson S Broome
Deft & this they shall in no wise Omit under the Penalty of
One hundre Dollars and have you then there this Writ
Witness E Lane Chief Judge of our said Court this
Seventh day July AD 1837

J. G. Strong Clerk Sup. Court

that this deponent has good reason to believe that his said witness can be had in attendance at the next term of this Court and that this affidavit is not made for the purpose of delay but that substantial Justice may be done between the parties Sworn to and subscribed in open Court

Robert L Brown

Sworn to and subscribed
in Open Court this 24th July 1835

Silas G Strong Clk

David Witter
vs
Robert L Brown
Affidavit
Filed July 26th 1835

Continue

Robson L. Broome
adm
vs
David Witter

Sup. Court in & for the County of Union July T. 1835

Personally appeared in open Court Robson L. Broome the above named deponent who being duly sworn according to law says that one Thomas Smith is a material witness for him the deponent on the trial of the above entitled cause and that without whose testimony he can not safely proceed to the trial thereof that the said Witness was present at the making of the said Contract and the execution of the said note upon which said suit is founded that said Witness then resided in the State of New York that he spoke of purchasing a part of the lands of this deponent in this deponent notice appended to his plea ~~to the plea in~~ described and set forth, that this deponent believes by his said Witness's attendance he can substantiate ~~his~~ the facts set forth in said notice appended, that this deponent has has had repeated information by mail in the hand writing of the said Witness stating that he would be here at this term of this court that ~~that~~ that is this deponent however fearing said witness would not return as he proposed he was on the point of setting out for New York for the purpose of taking his said Witness's deposition to be read on the trial of this cause. ~~the~~ that this deponent on the point of departing for ~~that~~ the purpose aforesaid received a letter from his said Witness stating that he was on the point of removing to this County, that this information prevented this deponent from proceeding that this deponent since and lately to wit about the 12th of this instant received another letter from his said Witness stating that he was detained on his way here by sickness at Blackrock

Munin Comm Pleas

David Miller

vs appeal Bond

Robson & Broom

Filed Sept 21st

AD 1834

Silas G Strong

Clerk

Filed in Supreme Court

March 22d 1835

Silas G Strong

Clerk

Ended

Know all Men by these presents that we Robson L. Broome James January & ~~Wm C. Broome~~ Harvey Ward are held and firmly bound Unto unto David Witter in the penal Sum of Two hundred & Ninetesn dollars and Eighty cents to the payment of which well & truely to be made we do hereby jointly and severally bind our selves our heirs Executors & administrators Sealed with our Seals and dated this 17th day of Sept AD 1834

The condition of the above bond is such that whereas the Said Robson L Broome has taken appeal from a certain Judgement Rendered against him in favor of David Witter in the Court of Common Pleas within & for the county of Union & State of Ohio at the August Term thereof AD 1834 for the Sum of One hundred & Two dollars & twenty five cents Damages and Seven dollars & Seventy cents Costs - To the Supreme Court within & for the County aforesaid Now if the Said Robson L Broome Shall pay the full amount of the condemination in Said Supreme Court & costs in case a Judgement shall be Entered there in in favor of the appellee then this obligation shall be void otherwise in full force & vertue in Law

Approved by Mr Silas G Strong Clk

Robson L Broome Seal

James January Seal

Harvey Ward Seal

Suit Brought ~~Out~~ a Note of hand Date Feby 7th 1834
payable on or before the 7th Day of April the next to
Daniel Willis and Signed by Robson L Brown for $100
also for goods wares &c Sheriff will hold to bail
in $150.00

G. Swan atty for Pltff

Dan'l Willis
vs
Robson L Brown

Filed April 19th 1834
Jas Gilmore Clk

Filed in Supreme Court
March 27th 1835
Jas Gilmore Clk
Supreme Ct

Recorded

9

Assume the Loads in Court
of Robson L Brown
@ Mile pr. Bushel
Grain 8c

State Of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to take Robson L Browne if he be found in your Bailiwick and him safely Keep so that you have his body forthwith before the Honorable the Judges of our Court of common Pleas to answer David Cotter in a Plea of the case for — And have you then there this writ

Witness the Honorable Joseph R Swan Esq President of our said Court at the Court house in Marysville this 19th Day of April 1834

Silas G Strong Clk

Union Com. Plas

Lewis Watts
v.
N. L. Brown Exr.

Filed May 21st 1834
Silas G Strong
Clk

Filed in Supreme Court
March 22d 1835
Silas G Strong
Clk

Recorded

G. Sm

The State of Ohio
Union County ss } Union County — Court of Common Pleas — April Term A.D. 1834.

Robert L. Brown late of said County was attached to answer unto David Miller of a plea of the case &c. And thereupon the plaintiff David Miller by P. Lewis his attorney complains of the said defendant Robert L. Brown for that whereas the said defendant on the twelfth day of February A.D. 1834 at Allen's in the county aforesaid made his promissory note in writing and delivered the same to the plaintiff and thereby promised to pay to the said plaintiff one hundred dollars on or before the seventh day of April then next following, for value received of the said defendant then and there in consideration of the promises promised to pay the amount of the said note to the plaintiff according to the tenor thereof — and further that whereas the defendant afterwards to wit on the twelfth day of February in the year aforesaid by a certain other note the plaintiff in the further sum of two hundred dollars for so much money before that time by the said plaintiff lent and loaned and paid out and expended for him the said defendant at his request also in the further sum of two hundred dollars for so much money before that time and received by the said defendant of the plaintiff at the defendant's request also in the further sum of two hundred dollars for so much money was and were clean due before that time by the plaintiff also to the defendant at his request and so being indebted to the said defendant in consideration thereof

afterwards to wit on the day & year last aforesaid at the county aforesaid
then & there in consideration faithfully promised to pay the plaintiff
the said sum of money in the count mentioned
when he should be thereunto afterwards requested to do and
yet the defendant although often requested by said plaintiff
said sum of money or any part thereof to the plaintiff but has hitherto wholly neglected and
refused so to do and still does neglect & refuse
To the damage of the plaintiff Two Hundred dollars and
therefore he brings suit &c

By G. O. Sherwood Atty.

Copy of the note declared on.

On or before the ninth day of April I promise to pay Daniel
Miller or bearer Two hundred dollars for value received.
Montpelier February 7th 1834

(Signed) Peter L. Brown

David Witter

v.

Robson L. Brown } In Case.

Issue a capias in the above case damages $200 –

Defendant sued brought on a note of hand dated February 7. 1834 payable on or before the 7th day of April the next to David Witter & signed by Robson L. Brown for $100 – also for goods sold &c. Sheriff will hold to bail in $150.

G. Swan
atty for plff

April 19. 1834.
Wm CK. C.C.P. Union Cy.

Vate found in Inman County
July 23 1891 C Wright Sheriff

State of Ohio Union County ss

To The Sheriff of Union County Greeting

We command you to summon Thomas Smith If he may be found in your Bailiwick To be & appear before the Honorable The Judges of the Supreme Court of the State of Ohio for Union County at the Court house in Marysville in said County On the first Day of the Next Term of said Court to wit On the 23d of July Inst To testify and the Truth to Say in behalf of the Defendant in a certain Matter in Controversy pending and undetermined Where David Witter is Pltff & Robson & Brown is Defendant And of this fail not under the penalty of One hundred Dollars And have you then there this Writ

Witness the Honorable Joshua Collett Chief Judge of our said Supreme Court this 18th Day of July 1835 Silas G Strong Clerk

Filed July 7 1837
D L Strong
Clerk

David Witter
vs
Robert L Broome

Supreme Court.

Issue subpoena for
J. B. Johnston. Lra Wood
William Ward. & Cyprian Lee

To the Clerk Supreme Court
Union County

A Hale
atty pr Pltff

To Mr.

Writer
's precipe
Brown
For Subpoena
Filed July 28 - 1835
S G Strong
Clk. S.C

David Witter }
vs } Supreme Court of the County of
Robson & Broom } Union

The Clerk will please Issue Subpoena for John R McGain Samuel B Johnson Harvey Ward William Ward J. A Ward Isa Wood

I appear Before the Hon'ble the Judges of the Supreme Court on the 23d of July 1835

David Witter

The State of Ohio Summon County

David Willer Plff } Cause appeal to court of common
vs } Pleas of said county
R. L. Broome Deft } In this cause the Parties have settled
& paid the costs that accrued on my
Docket in full

Samuel B Johnson
Justice of the Peace

March 20th A D 1835

David Witter } In Supreme Court
vs } Union County Ohio
Robson L Broom }

The Clerk will Issue a Subpoena for Cyprian Lee to attend as a Witness in the Cause at the Present July Term 1835

Robson L Broom

Cassell Clerk

Supreme Court Union Co O

Dana Witter

vs — Journal Entry

Robson & Broom

Filed March 22d 1835

Silas G Strong Clk

S.C. & C Ohio

Recorded

State Of Ohio Union County

Union Common Pleas

April Term 1834 April 19th

David Weller Plaintiff
vs
Robson L Broom Deft
In Debt

This Day Robson L Broome & Luther M Davis personally appeared in Open Court and acknowledged themselves to Owe & stand indebted to David Weller in the full sum of One hundred and fifty dollars to be levied on their goods chattels Lands & Tenements. Upon condition that if the Defendant Robson L Broome shall be condemned in this action at the suit of David Weller the Plaintiff he shall pay the Costs and Condemnation of the court or be rendered or Render himself in the Custody of the Sheriff of said County of Union for the same or in case of failure that the said Luther M Davis will ~~do it for him~~ pay the costs & condemnation for him Joint and Acknowledged in Open Court the ~~Day and~~ year aforesaid —

David Weller
vs
Robson L Broome

Union Com Pleas August Term AD 1834

This Day Came the plaintiff By G Swan his attorney & the Defendant being three times solemnly called to come into court and answer to the Plaintiffs action — Came not But Made Default And Neither party requesting a Writ of Inquiry the Court here do assess the Damages to One hundred and Two dollars and Twenty five Cents; It is therefore considered by the Court here that the plaintiff Recover of the Defendant the sum of One hundred and Two Dollars and Twenty five Cents the damages aforesaid assessed as aforesaid

together with the costs herein expended

Whereupon Notice of appeal is given by Deft -

I Silas G Strong Clerk certify that the foregoing is a true Transcript of the Journal Entries made in the above Cause in the Union County Court of Common Pleas -

Witness my hand and official Seal this 21st Day of March 1835

Silas G Strong Clk

Mich Sup Court

David Witter
vs Mandate
R L Broome

Filed Oct 2nd 1837

Jas H Gill Clk. C. P.

State Of Ohio Union County

To the Judges of the Court of Common Pleas Within and for said County Greeting

Whereas in a certain Action in Case lately be-fore you Wherein David Witter is Plaintiff and Robson L Brown is Defendant A Judgement Was ren-dered by you in favour of the said David Witter for for the Sum of $102.25 With costs - A Transcript of Which Judgement and of the Record in said Action Was brought into the Supreme Court Within and for the County of Union by Appeal And Whereas at the July Term of the Supreme Court A D 1837 This cause Came On to be heard and a Judgement was Entered upon the Verdict of a Jury in favour of the said David Witter against the said Robson L Brown for the Sum of $119.50 with Costs - Which Costs as Taxed Amt to $12.96½ You are therefore hereby Commanded that Without Delay you Cause Execution to be had of of the said Judgement of the Supreme Court According to Law - Wilson S Lane Chief Judge of the Supreme Court of the State of Ohio this 28th Day of September 1837

Silas G Strong Clerk
S.C. Union Co O

R L Brown $28.34
D Willer 12.96½
41.30½

Robert L Broome
vs
David Witter

Plea

Filed June 22 - 1835
Silas G Strong Clerk

Record

Filed

And wholly neglected and refused to comply with the said agreement by executing the deed for said lots as aforesaid for which said note was given by said defendant by his attorney he has frequently to wit on the said seventh day of January 1834 at divers other times since said 7th day of January 1834 been requested by said Broome to execute a deed according to said agreement and tender the consideration which said note was given by said defendant

Wm Cook Queen
Atty for Deft

State of Ohio Union County ss Supreme Court

Robson S Broome
vs
David Witter

And the said Robson by W. C. Sawyer his attorney comes and defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the plaintiff hath thereof above complained against him and of this the Defendant puts himself upon the Country &c

W. C. Sawyer
atty for Deft

The Plaintiff or G. Swan Esq his attorney is hereby notified that the Defendant in this suit will on the trial of the same and in Bar of Pltffs action give in evidence and prove that the note in the plaintiffs declaration mentioned and on which this suit is brought was executed and delivered to the plaintiff for this consideration and no other that whereas the said Witter had sold to said Broome three certain parcels of land lying in the County of Union aforesaid as appears by the written evidence of sale subscribed by the said Witter dated December 24th 1832 and herewith shown the Court and after the making of said agreement between the parties for the sale of said lands and after the said agreement had been executed by the said Broome and before the said agreement had been executed on the part of the said Witter (to wit) on the seventh day of January 1834 the said Broome agreed to and with the said Witter that if the said Witter would then and at that time execute the said agreement for the purchase of the lands aforesaid by executing and delivering to the said Broome a good and sufficient deed or deeds for the said lands as by his said agreement he the said Witter was bound to do he the said Broome would at the expiration of sixty days thereafter (to wit) on the seventh day of the ensuing April pay the said Witter the sum of one hundred dollars mentioned in plaintiffs said Declaration in addition to the purchase money agreed to be paid by said Broome to the said Witter for said lands by the terms of the article of agreement aforesaid of the 24th of December AD 1832 and then and there (to wit) on the seventh day of February 1834 at the County aforesaid the said Broome did promise to pay to said Witter the sum of money in the plaintiffs Declaration mentioned according to the tenor and effect of the same for the express consideration and for no other or different Consideration than that the said Witter should convey the land last aforesaid to the said Broome as aforesaid immediately on the delivery of the note aforesaid and the said Broome saith that the said Witter

35-SC-2

9

No.

Union Common Pleas Court.

Nathan B Meek
Plaintiff,

AGAINST

L Meek,
Defendant.

JUL TERM, 1835

Continued
Indefinitely

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Record No. Page

Ex. Doc. Page

The J. D. Smith Co., Springfield, Ohio.

Nathan B Meek
vs
Luthera Meek

in divorce

Filed April 25th 1835
Silas. G. Strong
Clk

To The Honorable The Judges of the Supreme Court Sitting within and for the County of Union and State of Ohio July ter 1835 Your petitioner Nathan B. Meek of the County of Union aforesaid would respectfully represent unto Your Honors that formerly to wit in the month of July in the year of our Lord one thousand eight hundred and thirty four and at the Town of Bellefontaine in the County of Logan and State aforesaid your petitioner Married unto one Suthera Nolton who then became the wife of your petitioner. Your Petitioner further represents that soon after said marriage your petitioner removed to Roundhead in the County of Hardin and State aforesaid. that at the latter place your petitioner lived ~~and~~ with and conducted himself towards his said wife as a loving and affectionate and providend husband untill about the twentieth of March last that is the ~~th~~ twentieth of March 1835 when your petitioner removed to this County your petitioner would further represent that ~~[illegible]~~ his said wife Suthera at the Town of Janesfield in the County of Logan aforesaid not regarding her own honor and Chastity nor the character reputation standing and happiness of your petitioner and her self as a family on or about the 30th day of January in this the year 1835 and at ~~the~~ times since did commit adultery with one Richard Meek. Your petitioner further represents unto your Honors that ~~the~~ the Children of said marriage between the said Suthera and your petitioner are none nor is ~~the~~ said Suthera pregnant at this time within the knowledge of your petitioner your petitioner further shows that he from the hearing of said improper conduct on the part of his said wife has wholly refused to live and cohabit with the said Suthera nor can he as a dutiful husband should and ought ~~to~~ with an innocent wife and your petitioner therefore prays your Honors to order adjudge and decree said Marriage disolved and both parties released from the obligation of the same as allowed by the statute and petitioner will ever pray &c

W. C. Lawrence
atty for petitioner

State of Ohio vs
Supreme Court
July Term 1835

Nathan B Mack
vs
Lucien Mack
Filed Mack

Filed July 23d 1835
Silas G Leary

Answer by the deponent.

You told her to live well on the road and to have a good bed to sleep in, and to have what she wanted to eat and drink.

Nancy Holt.

The State of Ohio } ss.
Logan County }

I James Crew, a Justice of the Peace do hereby certify, that Conrad Marshall Jeremiah Fisher Rebecca Marshall and Nancy Holt, were severally by me sworn to testify the truth the whole truth and nothing but the truth; and that the deposition by each one subscribed, was reduced to writing by me, and taken at the time specified in the enclosed notice at my office (in the township of Jefferson) in said county of Logan.

Given under my hand and seal this twentieth day of July in the year A.D. 1835.

James Crew. L.S.
Justice of the Peace,

Depositions of Conrad (1) Marshall, Jeremiah Fisher, Rebecca Marshall and Nancy Holt, taken on the twentieth day of July A.D. 1835, between the hours of six o'clock in the morning and six o'clock in the evening of said day at the office of James Green, pursuant to the enclosed notice as to the time and at his office (in Jefferson township #) in said county of Lagrange to be read in evidence in a cause pending in the Supreme Court in the county of Union wherein Nathan B. Meek is plaintiff and Lethena Meek is defendant.

#. Instead of Wane township.

Question by plaintiff to Conrad Marshall.

Do you know of a man and a woman staying with you at your house in Wanesfield last winter and if so state the time when, and if they or either of them represented themselves to you as being husband and wife.

Answer by Deponent Conrad Marshall.

There were two persons that came to my house I think in January last, my house being small and having considerable company at the time, I told my daughter Rebecca that the young woman as I then took her to be would have to lodge with her, and I afterwards asked the man who was along if they were married or if the woman with him was his wife and he said that she was his wife.

Question by plaintiff to the same.

Do you know if they lodged on sleht in one bed, Answer by Deponent.

There were two beds only in the room where I took them to lodge, I remained with a candle till they were each of them hardly undressed, they then said that I might take out the light, and as there was a traveller in the other bed I suppose from the appearance that they were making to get in the bed that they did lodge together.

Question by plaintiff to same.

Did they ever lodge in your house more than one time, or night.

Answer by the same Deponent. (2)

About a week or ten days from the time that they were first there they returned and staid over night in my house.

Question by same to same

Did they then the second time appear as a man and his wife, in lodging.

Answer by Deponent.

The woman being in bed in the same room and in the same bed that I suppose that she lay in before, I took the man in company with her and a-nother man into the room to go to bed, the other man took the bed unoccupied and the same man who passed for the husband of the woman went to the bed where she lay and commenced taking off his clothes to go to bed.

Question by Plaintiff to same.

Did you or have you since seen the same woman.

Answer by the Deponent.

I have seen her to day for the first time since.

Question by plaintiff to the same.

Did the woman whom you have been speaking about tell you who her father was.

Answer by deponent.

(they) They did tell me that her fathers name was Snowlton, and that he lived in Union county, about six miles from Maysville, and that she came from Round Head, town.

Question by plaintiff to same

Do you know that the woman who is now present to be the same one who staid at your house last winter and is she the woman that you have been describing.

Answer by deponent. She is the same one who staid at my house, with a man who said his name was Mock and that his brother was a pedlar.

Edward D Mowry Sworn

Question by plaintiff to Rebecca Marshall (3)

Do you know of a man and a woman staying with your father or in his house last winter, and if they lodged in one bed, or if you heard the woman say that they were married.

Answer by deponent Rebecca Marshall.

There was a man and a woman there but I did not hear her say that they were married. The bed in which I suppose they must have slept had the appearance of two persons having lain in it.

Question by plaintiff to same.

Did you hear her say where she lived and who her father was, and where she was then going.

Answer by Deponent.

She said that she lived at Round Heads town. That her fathers name was Knowlton and that she was going to see him ~~in Union county~~. and that he lived in Union county.

Question by plaintiff to same

Did the woman whom you have been speaking about ever stay at your fathers house more than one night,

Answer. She did stay more than one night at my fathers house, she has staid there two nights,

Question by plaintiff to same.

Have you ever seen her since.

Answer by deponent. I have seen her to day.

Question by plaintiff to same

Is the woman now present the same one.

Answer by deponent.

She is the same one that I have been speaking about.

her
Rebecca ⟨ Marshall
mark

Question by the defendant Luthera Meek
to Conrad Marshall.
Did I ever say to you that I was a wife
to the man that I was traveling with
when I was at your house.
Answer by Deponent.
You did not, say that you were,
Conrad Marshall

Nathan B Meek

Question by the plaintiff
to Jeremiah Fisher.
Did you ever hear the woman who
staid with Mr Marshall last winter
say that she was my wife and that
she lodged in a bed with another
man last winter,
Answer by deponent.
I have heard her say that she was your
wife, and that she lodged in bed with
another man at Mr Marshalls.
Question by plaintiff to same.
Did my wife and the other man with her
stay at mr marshalls more than one night.
Answer by deponent. they staid there two
nights and appeared as man and wife.
Jeremiah Fisher

Question by plaintiff to Nancy Holt.
Did you know of my wife going to her fathers
in Union county last winter, and if I gave her
any money to bear her expences on the road.
answer by deponent Nancy Holt.
You gave her three dollars at the time
that she started to go to Union county.
Question by plaintiff to the same
Did I not tell her to live well on the road
and did I not ask her if she had money enough
to bear her expences on the road.

Served by reading the within writ to the within named Lutheria Meak & handing her a Copy of the Plaintiffs petition & this writ

June the 11th 1860

Service	50
Copy	1.00
Mileage	30
	$1.80

C. Wurtz Sheriff

Filed June 11

State of Ohio Union County ss

To the Sheriff of said County Greeting —

~~Whereas~~ We command you that you summon Lucthera Meek — To appear before our Supreme Court of the County of Union at the Court house in Marysville On the 25th day of July next Ensuing To answer a petition in Chancery Exhibited against her by Nathan B Meek And this she shall in no wise Omit Under the Penalty of One Thousand dollars And have you then Here this writ Witness

Wilnop Joshua Collett Chief Judge of Our said Court at the court house this 11th Day of June A D 1835

Silas G Strong Clerk S.C.

Supreme Court Case File
Case No. 1835-SC-0003

35-SC-3

No.

Union Common Pleas Court.

Fanny Williams
Plaintiff,

AGAINST

Joseph Williams
Defendant.

July Term 1835

Divorce
Dismissed

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Record No. No record Page

Ex. Doc. Page

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

Union Sup Court

Fanny Williams
vs } Petition for Divorce
Joseph Williams

Filed April 25th 1835
Silas G Strong
Clk

Fanny Williams
vs
Joseph Williams
Petition for Divorce

To the Honorable the Judges of the Supreme Court of Ohio
Sitting within and for the County of Union July term 1895

Your petitioner Fanny Williams of the County aforesaid would respectfully represent unto your honors that early in the year one thousand eight hundred and thirty two Joseph Williams & your petitioner was married in the County of Rose in this State. that your petitioner conducted herself in all things towards her said husband as a good and loving and dutiful wife But that soon after the said marriage said Williams became intemperate and wholy neglected his duties as a husband that he continued a habitual drunkard and still continues the habit of drinking to excess. Your petitioner would further represent unto your honors that in 1832 at the County of Rose aforesaid said Williams was guilty of adultery with a woman forcably and against her will to your petitioner unknown for which he was indicted at the June term of the same year he was tried for the same found guilty and sent to the Ohio penitentiary. that some time after the Governor of Ohio saw proper to release him from confinement for the balance of his term that on his enlargement he visited your petitioner at the residence of her father in this County where your petitioner then and still lives that he attempted to drag off our only child Clinton by force threatning to shoot your petitioner or any who should attempt to restrain him. that your petitioner believes him inquired in mind by his fatal habit of drinking ardent spirits that his conduct is cruel in the Extreme to your petitioner as a husband that in consequence of his intemperance your petitioner has been wholly reduced to want poverty and disgrace with her little boy your petitioner further represents that had he remained in the penitentiary for the term of his sentence your petitioner would have remained satisfied without applying to this honorable court to be relieved from his improvidence and cruelty at this time but that to live with him she never can ~~[illegible]~~ nor has since his Enlargement that said Williams for the last four years keeps no regular home but wandres the country. your ~~[illegible]~~ petitioner therefore prays the guardianship of her little son and that your honors would order a dyudge and decree said marriage dissolved and both parties released wholly from the obligation of the same and other and further relief and your petitioner will ever pray &c

W C Lawrance Atty
for Petitioner

35-SC-4

No. 1

Union Common Pleas Court

Sally Rice Plaintiff,

against

Ebenezer Rice Defendant.

JUL TERM. 1835

Decree for Plaintiff

Journal SC 1 Page 33

Record No. 1 Page 127

Ex. Doc. Page

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Sally Rice

vs. Proff of Pat.

Ebenezer Rice

Filed July 25 - 1835

S G Strong Clk

Sally Rice. vs. Ebenezer Rice.

PETITION for Divorce. The said E. Rice, and others interested, will take notice, that the plaintiff in the above cause, has this day filed her petition in the office of the Clerk of the Supreme Court, in Union county, Ohio, praying for a bill of divorcement—alleging a marriage between the said Sally and Ebenezer, at Coventry, Rhode-Island, in the year 1817, and charging against the said Ebenezer, wilful and continued absence for more than eleven years; and other un-husband-like conduct—which will come on to be heard at the July term of said Court.

S. G. Strong, Clerk S. C.

Marysville, April 27, 1835. 47-12t

State of Ohio, Franklin county, ss.
Mayor's Office, City of Columbus,

Personally appeared before me, John Buttolphe, Mayor of the City aforesaid, Charles Scott, one of the printers and publishers of the Ohio State Journal, and Columbus Gazette, Ohio, being duly sworn, deposeth and saith, that the notice hereunto annexed has been regularly inserted and published in the above paper eleven weeks successively, commencing May 9, 1835.

Charles Scott

Sworn to and subscribed before me,
this 21st day of July, A. D. 1835.

Jno Buttolphe
Mayor of the City of Columbus.

Printer's fee - $2.75

Polly Rice
vs
Ebenezer Rice
Libel for Divorce

Supreme Court Union

Polly Rice
v
Ebenezer Rice
Petition for Divorce
Filed April 25 1835
Silas G Strong
Clk

To The Honble the Judges of the Supreme Court of the State of Ohio Sitting within and for the County of Union July term 1835

Your petitioner Sally Rice of the county aforesaid would respectfully represent unto your honors that your petitioner was married unto to one Ebenezer Rice in the year one thousand eight hundred and seventeen at Coventry in the State of Rhode Island. that your petitioner then became the wife of said Ebenezer and as such with all respect, Love and obedience Conducted herself. that in the year one thousand eight hundred and eighteen in the month of June Gardner Rice our first Child was Born and in 1822 Betsey Rice was Born our second and last Child of said marriage. your petitioner would further represent unto your Honors that in the year of our Lord one thousand eight hundred and twenty three said Ebenezer left home and Joind a religious sect or Body of people called Shakers that he took with him all our Substance and living that since the year last aforesaid said Ebenezer has wholly and wilfully remained from home without aiding assisting or in any manner whatever comforting your petitioner and our common Children as a husband and father should and ought, your petitioner therefore prays your Honors that in as much as the said Ebenezer has remained and continued absent of his own free will for more than three years to wit for eleven years last June that your Honors in accordance with the statute in such case made and provided would order adjudge and decree said marriage between your petitioner and said Ebenezer disolved and Both parties wholly released from the Obligation thereof and your petitioner prays your Honors to allow your petitioner such property as she has acquired since the absence of said Ebenezer as alimony. and the Guardianship of her two Children may be allowed her in their own choice in opposition to the paternal authority of the said Ebenezer and your petitioner prays other and further relief in the premises as law may allow and Justice require and your petitioner will ever pray &c

W. C. Lawrence atty
for petitioner

Sally Rice
vs
Elbenezer } Petition for Divorce

This day came the plaintiff by her counsel and the court being fully advised in the premises upon examination of plaintiff's petition and service of notice and upon the testimony adduced in open court touching the marriage of the parties the cause of complaint of petitioner and the defendant failing to appear or otherwise contest the and the court being fully satisfied of the notice of the prayer of the said petitioner do order adjudge and decree that the marriage heretofore solemnized between the parties be wholly dissolved and the plaintiff be wholly released from all obligation thereof and that the guardianship of the children of said marriage to wit Gandson Rice and Betsey Rice be adjudged to the plaintiff Sally Rice as against their said father Ebenezer Rice and the court do further order and decree to the plaintiff the right to and ownership of all goods and chattel rights and credits moneys and effects of the said Elisner Rice now in her possession as well as all property real and personal by her acquired since the time she was abandoned by the said Ebenezer Rice free from all right of courtesy or other claim on his part arising out of or proceeding from the marriage aforesaid hereby dissolved and the court do further order and adjudge that the plaintiff recover her cost of the defendant in the half of her said petition expended

37-SC-1

No.

Union Common Pleas Court.

Jane Greer
Plaintiff,

AGAINST

Joseph Greer,
Defendant.

Divorce
July 1837
Decree for plff.

Supreme C.

Journal 1 Page 38

Record No. 1 Page 142

Ex. Doc. Page

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

Jane Geer
vs
Joseph Geer

petition for Divorce

Filed May 3rd 1837
S G Strong Clk. S.C

Recorded

Union County Supreme Court July Term 1837

To the Honorable the Judges of the Supreme Court Setting in Chancery

Your Petitioner Jane Geer moved respectfully represent unto Your Honors that She is the wife of Joseph Geer, that She is a resident of this County and has been for many years past. that She was married to said Joseph in the month of April in the year 1823, in this County to said Joseph. that She lived with and continued to do the several duties of a wife to said Joseph and a mother to her children to the best of her ability untill about the year 1830 when the said Joseph became intemperate in the use of ardent spirits and from about that time wholly neglected his wife and family. that he was at home with his family about one half of the year untill the month of April 1834. from which time he has wholly and at all times continued wilfully and obstinately absent. for the space of more than 3 years. that your Petitioner knows not on what part of the earth he now resides. that She was informed he joined a religious sect called Shakers near Cleveland in this state and remained with them a short time only. that She is informed he was in Illinois in the summer of 1836. that his habits of Intemperance still continued with him that she knows not whether either of these reports are true or no. S. became the mother of 3. children to the said Joseph. that is George now aged 9 years William now aged Six years and Philander now aged 3 years that they are all with her and have been supported entirely by her without his aid or assistance for more now than 3 years

Your Petitioner therefore prays that in consequence of his habitual intemperance and continued wilful and obstinate and unexplained absence from home the marriage contract between your Petitioner and said Joseph her husband may be ordered adjudged and decreed by this Court dissolved and both parties wholly released from all obligation arising therefrom and especially your Petitioner prays that the Guardian ship of said Children may be given to your Petitioner that they in their tender age may not be drawn off into the world by by their said Father and your Petitioner prays other and further Relief &c and as &

W C Lawrence Sol for Petitioner

James Goere &c } In Supreme Court
vs } Clerks Bill
Joseph Goere }

1 file 6 Docket 6 a sep. 8 Order for Notice 10 —	30
proof of Notice 25 - ~~Order~~ Decree 25 - - - -	50
Swearing 3 Witnesses 12 - Claims 16 - orders 24	52
Complete Record 1.00 - Cost Bill 35 Dot 12	1.47
Sheff Clerk fees, —	2.79½
	16
Lawrence Docket fees — —	5 00
J G Strong	7.95

37-SC-2

No.

Union Common Pleas Court.

Mary Reed Plaintiff,

AGAINST

James Reed et al Defendant.

July 1837

Decree for pltf.

Journal 1 S. C. Page 39

Record No. 1 S. C. Page 48

Ex. Doc. Page

The J. D. Smith Co., Springfield, Ohio.

Union Com pleas

Mary Reed
vs } Subpoena
James Reed

Served by Reading to J Hills and by Copy to J Rogers
R Clark Sheriff
July 3d 1837

Serv	20
Mil	60
Copy	12½
	92½

State of Ohio } To the Sheriff of Said
Union County } County Greeting —?

We Command you to Summons Joseph Rogers & Joseph Wells to be and appear Before the Honorable Judges of the Supreme Court of the County of Union at the Court House in Marysville on the Eighth day of July AD 1837. To Testify & the truth to say in a certain Matter pending Wherein Mary Reed is Plaintiff and James Reed Deft & this they shall in no wise Omit under the penalty of one hundred Dollars & have you then there this writ

Witness E— Lane Chief Judge of our Supreme Court this 1st day of July AD 1837

Silas G Strong Clk Sup Court

I am willing to verifyy that James Reed
The husban of Mary Reed was willing
For Mary his wife to go to the State of
Ohio with her father and that he him
Self intended to come after he settled his
Bisneys = four years after the time of
Her departure from Va. She wrought
Him a letter in which she stated that
She was going to make aplication for a
Bill his reply was that she need not
Go to that trouble for he never intended
To com to the State of Ohio given under
My hand 12th June 1837

Joseph Rodgers

Mary Reed
v
James Reed
Filed July 1. 1887
A Strong

Mary Reed
vs
James Reed

Supreme Court July Term
1837.

Petition for Divorce

Issue Subpoena for Joseph Rogers
and Joseph Wells.

To the Clerk of Supreme
Court of Union Cty

N Hall Sol for
Petitioner

June the 19 1837

I Joseph Wells the father of Mary Reed do sertify that she was married in her 18 yer lawfully to James Reed and when I was a going to mov to this Cuntry he ask me if wold bring her along with me and give her mony to Pair her expences and also told me that he wold settle his Bisness and over take me if he Could and if not Come in one month

Joseph Wells

I am willing to satisfy that James Reid
the husband of Mary Reid told me since
Mary Reid left Virginia a wife of James
Reid that he the said James Reid was
willing that Mary Reid should do as she liked
a bout gitten married again for he should
never trouble her Ennymore I card that that
I new James Reid and mary Reid for Ten or
twelve years and I new nothing amiss of
them given under my hand this 9th June 1837

Joseph R. Corbin

I am willing to surtify that James
Reed ~~was~~ the husban of mary Reed
was willing for Mary his wife to go to
the state of Ohio James Reed had a greed
to move to this state with mee but
lost his horse then a gree for her father
to moove her and her children out to this
state and he wold gave him money
to bave their exspnces and then spake
to me to take clear of his wife and
childer un till he could settled
his business and he would come out
to this state to them in three Mon
th at the furtevst
Mary Reed has lived near mee
and with mee and my faneliy from
the time that she moved un till now
and I know nothing a miss of hir
giving under my hand this 19 the jan 1837

Jacob Frederick

Mary Reed
vs
James Reed

Petition for Divorce

Filed May 3rd 1834
A G. Strong Clk
Supreme Court

Recorded

Union County Supreme Court July term 1837

To the Honble the Judges of the Supreme Court, sitting as a court of Chancery

Your petitioner Mary Reed a resident of said County of Union, represents she has been a resident of this state for near five years lastpast that your petitioner was married to one James Reed about the month of August in the year one thousand eight hundred and twenty six in the County of Hardy in the State of Virginia that your petitioner lived with and discharged the duties of a wife towards the said James Reed for the space of six years in a careful loving and obedient manner that in the summer of the year 1832, the said James Reed your petitioner's husband said he had concluded to remove to the state of Ohio and this County that the said James Reed, husband as aforesaid in September of that year employd Joseph Wells to bring your petitioner and his family to this state and County and pretended to employ one Jacob Frederick. Brother in law to your petitioner to maintain your petitioner and family untill he the said James should come on to Ohio, that your petitioner supposing the said husband to be in good faith with your petitioner came on to Ohio with the said Wells her father and continued to reside with the said Frederick for one year, that your petitioner's said husband promised to be on to this country in about one or two months after our departure from Virginia in the month of September 1826., that we have two living children namely Sarah Elizabeth aged 8 years 16th January 1837 and Josiah aged 5 years 24th February 1837 that wholly unaided by said husband your petitioner

has respectably and comfortably sustained our said Children. Your petitioner further charges that she has again and again besought and entreated her said husband to come on to this Country as he proposed to do or come for or provide a way for her and his Children to return to him both of which requests he wholly neglects and refuses to perform Your petitioner further charges that the said James Reed has in no manner performed or attempted to perform the duties of a husband towards his said wife Your petitioner nor of a Father to his said Children but Your petitioner charges has continued and still does continue wilfully absent without cause or the least explanation from him to Your petitioner Your petitioner therefore prays that the said marriage contract may be ordered adjudged and decreed to be dissolved and both parties wholly released from all obligation therefrom Your petitioner further prays the guardianship of her said Children and other and further relief and as in duty &c

W B Lawrence & A H Alb
Sol for petitioner

Minor Supreme Court

Mary Reed
vs
Proof of publication
James Reed

Filed July 6th 1887
J G Irving Clk

State of Ohio
Franklin County ss

Personally appeared before me Chas. Scott one of the printers and publishers of the "Ohio State Journal and Columbus Gazette" a newspaper printed weekly in the City of Columbus in the County of Franklin Ohio who being duly sworn according to law says that the affixed notice embracing the case of Justus M Hice vs Mary Ann Hice, Jane Geer vs Joseph Geer and Mary Reed vs James Reed. all being notices of the pendency of petitions for divorce in the Supreme court of Union County Ohio have been regularly published each week for ~~nine weeks~~ two consecutive months last past. in the words and figures in said appended notice contained ~~and~~ further this deponent saith that said paper is of General circulation in the said County of Union. and further says not

Chas Scott

Sworn to and subscribed before me this ~~day~~ 4th day of July, in the year 1837

Thos Wood JP

the year 1837.

Mary Ann Hill. }

THE said Mary Ann is hereby notified that the said Justus M. Hill has filed his petition in the Clerk's office of the Supreme Court of said county of Union, and State of Ohio, charging a marriage to have been solemnized between them in the month of June, 1830, and prays that said contract may be dissolved, and he divorced from his said wife, for willful, continued, and unexplained absence for more than three years last past, as also for adultery, and other conduct unbecoming a wife. Said Mary Ann will attend at the next term of said Court, and make defense, if she so choose.

SILAS G. STRONG, Clerk of said Court.

W. C. LAWRENCE, Sol.

May 5..2m

Jane Geer. vs. Joseph Geer. } Union County Supreme Court, July Term, 1837.

THE said Joseph Geer is hereby notified that the said Jane Geer has filed her petition in the Clerk's office of the Supreme Court of said county, setting forth a marriage with the said Joseph Geer in the year 1823, and prays to have said contract dissolved, and she divorced from her said husband, for willful, continued, and unexplained absence from home for more than three years last past. Said Joseph Geer can attend, and defend, if he chooge.

SILAS G. STRONG, Clk. S. C. Union Co., O.

W. C. LAWRENCE, Sol.

May 5..2m

Mary Reed, vs. James Reed. } Union County, Ohio—In Chancery Supreme Court—Petition for Divorce.

THE above named James Reed is hereby notified that said Mary Reed, on the 3d day of May, A. D. 1837, filed in the Clerk's office of said Court her petition, praying that the marriage between said parties be dissolved, on account of willful absence of the said James Reed for more than three years. And the said James Reed is hereby notified, that said petition will be heard and decided on by said Court, at their next term in the county of Union, Ohio, on the 5th day of July, 1837.

SILAS G STRONG, Clerk Union Supreme Court.

W. C. Lawrence and A. Hall, Sols. for Pltf.

May 5..2m

Printers fees

Recd of Jane Geer $.250

Recd of J. M. Hice $.250

Recd of Mary Reed $.250

Recd on the above six dollars in part payment July 4. 1837. Scott & Wright

37-SC-3

No.

Union Common Pleas Court.

Justice M'Hill
Plaintiff,

AGAINST

Mary Ann Hill,
Defendant.

July 1837

Decree for plaintiff

Supreme Court

Journal 1 Page 34 40

Record No. 1 Page 143

Ex. Doc. Page

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

1.

Justus M. Hice
vs
Mary Ann his wife

Petition for Divorce

Filed May 3rd 1857
S. B. Strong clk. S. C.
Recorded

Union County State of Ohio Supreme Court
July term 1837
in Chancery Sitting

Your Petitioner Justus M. Hill of the said County of Union, a resident respectfully represents unto your Honors that he was married one Mary Ann Allison ~~the~~ in the month of June 1831. in the County of Delaware this State. that said Mary Ann then became the wife of your petitioner that your petitioner immediately after marriage became a resident of this County. and lived and cohabited with the said Mary Ann his wife discharging so far as was within the power means and ability ~~the~~ of your petition all the duties of husband to the said Mary Ann his wife and father to their Children. that during the time of cohabitation and shortly thereafter between your petitioner and the said Mary Ann his wife. She bare three children unto your orator namely John Born 7th of 1831. now aged 6 years, Susannah a daughter Born on the 20th June 1832 ~~a~~ now aged about 5 years and Benjamin a son Born November 12th 1833 now aged 3½ years. that your petitioner has continued a resident of this County from his said marriage and now is. your petitioner further represents unto your Honors that on ~~or~~ about the eleventh day of April in the year 1833 said Mary Ann without any cause from your petitioner and wholly contrary to his will left the Bed and board of your petitioner and refused to return ~~to the~~ ~~same~~ that ~~she~~ she still remains and continues wilfully absent. Nor has she at any time in the last four years in any manner as she showed and she ought performed the duties of a wife or mother

to your petitioner or his children. Your petitioner further represents that she the said Mary Ann left with your orator their two oldest children, that at an early age with the third child which was born after she left home, she passed through the neighborhood of your petitioner and left the youngest child that since then so far as your orator is informed she travels the country bearing the name of a woman of bad character to the great mortification and disgrace of your petitioner and his children. Your petitioner further charges that through the spring summer and fall of the year 1833 at different places in the vicinity of your petitioner and at different times said Mary Ann was carnally known by one Thomas Crippin, and was then and there guilty of adultery with the said Crippin. Your petitioner further charges a general want of chastity in her person & conduct and carriage since the time of her departure from the home of your petitioner

Your petitioner therefore prays that your Honors in tender consideration of his case & for the continued and wilful absence of the said Mary Ann for more than 3 years as above charged, for her adultery and other improper conduct as above charged for both or either that your Honors would order and judge and decree said marriage contract (state subsisting between your petitioner) wholly dissolved and at an end and your petitioner ~~wholly~~ and the said Mary Ann wholly discharged from all obligation arising out of the said marriage as fully and completely as if the same had not been solemnized saving the legitimacy of our said children

And your petitioner prays other and further relief and as in duty bound &c

W C Lawrence

Sol for petitioner

Justin H Hill } Supreme Court Cost Bill
vs
Mary Ann Hill } 1 file 6 Docket 6 Copies 8 — 20
Copy of Bill 25 proof 25 — — — — 50
1 Sub fee 3 — 20 Ret 6 file 4 — — — — — 30
Swearing Bx 1½ claims 18 orders 24 — — — — 52
Decree 25 Recorr $1.00 Cost Bill & Sot 47 — 1.72
3.24

Clerk Staff — in court — 16
cutting lot — 12
on Sub — — — — 160
186
Wm L Lawrence Dud — 500
CM — 324
10.10

Martin Brown 50
John Crapper 50
Aby Randal 50

Union Sup Court

Justin M Hill

vs Divorce

His Wife —

Served by Reading to J Coppin and by Copy to A Randel & M Brown

R Clark Sheriff

Serv —	30
Mil —	105
Copy —	25
	1,60

State of Ohio Union County }
To the Sheriff of said County Greeting
We Command you to summons Martin
Brown Thomas Crippin & alex Randal
to be and appear before our ~~Court~~
~~of Common Pleas~~ Supreme Court
at the Court House in Marysville on
the Eighth day July 1837. To Testify
in the Case of Justus M Neill vs Mrs
Neill & this they shall in no wise omit
Under penalty of one hundred Dollars & have you then
there this Writ Witness Wood Chief Judge
of said Court this 2d day of May 1837.

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

SU.

37-S-4

No.

Union Common Pleas Court.

John Elliott
Plaintiff,

AGAINST

James & Dynes
Defendant.

JUL TERM, 1837

JUDGMENT VS DEFENDANT
$100 00

SUPREME

Journal 1 Page 37
Record No. 1 Page 131
Ex. Doc. 1 Page 116

SUPREME

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

Marion Circuit Court

John Elliott

vs

Jas. C. Dines

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command You to summons Wilson Campbell Beden Bunger Jr John Aussine Samuel Wallace Jr. & James Jamany & John Donley aka David Falland to be and Appear before the Honorable Judges of the Supreme Court on the first day of their next Term To Testify & the truth to say in a Certain Matter pending wherein John Elliott is plaintiff and James O Dines Deft & this they shall not omit under the penalty of One hundred Dollars & have you then there this Writ Witness the Honorable E Lane Chief Judge of our Said Court this 4th July 1837

Silas G Storey. Clk. S.C.U.C.O.

John Elliot
by
James C. Dynes
Dynes Costello

Elliotts Witnesses

Wm H Smith
Edward Smith
Silas G Strong
John Collett
Tobias Bughler
Alex Pollock
Saml Elliot -

Wm Smith
Michael Sword -

Supr.
Joseph Backes -

Dynes Witnesses

Andrew Amrine
Bide Burgess
Opt. James January
John Yoast -
David Galland
John Amrine
Wilson Campbell
Saml Wallace
John Donely

50
3.97½
24
5.68
$2,56½

To Wts in Dep

Wm H Smith	50
Edward Smith	50
Silas G Strong	50
John Ellett	50
Tobias Beighler	50
Abert Pollock	50
Saml Ellett	50
Wm Smith Sen	50
Michael Shoop	50
Joseph Bailey	50
	5.00

John Ellett's Summary

~~Dep~~	~~5.00~~
Wts Comm Pl	12.00
Clm Thos Com Pltfs	3.97½
Shff Wright	2.41
Shff Clarke	1.99
Jury	6.00
	$26.37½

In Superior

Witnesses	5.00
Clerk	5.68½
Shff-Ch	3.74
Jury	6.00
~~Witnesses~~	$20.42½
	4680

John Ellett
vs
James G Lynn
Ellis Court bill

John Elliot vs James C Dynes Common Pleas

Elliot Dr

To Clerk - Summons - 25 - Docket & Ret & file 4 filing Decl 6		$ .47
Plff Appr 8 Con 10. One Sub for 5 - 32 - Ret & file 4 -		.60
1 Sub for 7. Oct 1836 - 36 - Ret - & file 4 - - - - - -		.46
Venr for Jury 12 - Swearing 16 - Swearing 8 - 32		.60
9 Claims - 54 9 Orders 72 - - - - - - - - -		1.26
Verdict & Judgment 22 - Cost Bill 35 —		57
		$ 3.97½

To Sheff & Witnesses Dr

On Sum - 52 - Opening & 2 Jurors - 32 - On Venr 50	$ 1.34	
On Sub - - - - - - - - - - - -	1.07	$ 2.41

To Sheff Clerk -

On Sub - 85 on Venr 50 Opening 16 - - -	1.51	
To Calling Jury 12 - 9 Wits 36 - — — —	48	1.99

To Witnesses

Wm H Smith Dr - 2 - 2 -	$ 2.00	
Edward Smith - 2 2 -	2.00	
James Elliot — 2 2	2.00	
Tobias Beighler 2 2	2.00	12.00
Andrew Amain 2 2 —	2.00	
Michael S Wood 2 2	2.00	
	Jury —	$ 20.37½

In Superior Court Elliot Dr

Appr - 8 - 1 Sub for 9 - 44 - Ret & file 4 —		$ 62½
1 Sub for 8 - 40 - Ret & file 4 — — —		58
To Swearing 9 Witnesses - 36 Nine Claims 54 - 9 Orders 72		1.62
Venr - 12 Swearing Jury 12 - Const 4		28
To Verdict & Judgment 22 - Cost Bill 35 Rec - 2.00		2.57
		$ 5.68½

To Clerk - Sheff Dr

Sum on Venr 50 Open & 2 16 - Calling Jury 12 - & Wits 36	$ 1.14	
On Sub - - - - - - - - - - - -	2.60	$ 3.74

To Jury — — — — — 6.00

Clerk's Fees

James C Dynes Dr in Comm Pleas

Aff 8 copy of Dec 25 filing plea 6	48
1 Sub for 1 12½ Ret & file 10	22½
1 Sub for 7 Ret & file 36½ 4.6	46½
1 Sub for 1 Ret & file	22½
To Swearing 9 36 9 claims 54 9 orders 72	1.62½
To Notice of Aff 6 cost Bill 35	41
	3.35

To C Wright Dr

To Sum ~~Jury~~ & Wtg 90	0.90

To Ransom Clark Dr

1 Sub 15 1 92 & calling 36	$1.43

Witness

Andrew Ambrine	2 00	
Bede Burgess	2 00	
James Jenny	2 00	
David Gallant	2 00	12.00
John Ambrin	1 00	
Wilson Campbell	1.00	
Saml Wallace	1 00	
John Donally	1 00	

Swan Docket fee	5.00
	$22.68
~~Jury~~ Clerk Fee	1.25
	$23.93

In Supreme Court

To Original files 6 24 & Aff 8	32
Sub for 7 36½ Ret & file 10	46½
1 Attach for Wt Ret & file	35
To Swearing 9 36 Nine claims 54 9 Orders 72	1.62
To Cost Bill 35 Sat 12½	47½
	3.23
Aff claim 45 on Sub calling 36	.81
Docket	5 00

Wts, in Supreme Court

Andrew Amain —	50
Bede Burgess — — — —	50
James Janney —	50
John Yoast — — —	50
David Golland	50
John Amram — — —	50
Wilson Campbell —	50
David Wallace —	50
John Donely — — —	50
	450

Summary in Com Plas.

Strong blk —	$3.35
Wright Shff —	90
Clarke Shff —	1.43
Witnesses —	12.00
Swans Docket —	5.00
	22.68

Summary in Supr Court

Strong blk —	3 33
Blk Sheriff —	81
Docket —	5.00
Witness —	4 50
	13.54
	36.22

50
148
397½
241
568
2004½

Strong
335
323
90
748

1354
2268
36.22

2268
1364
3612

One One day after date
One One Mr Steele Mr Steele Steele One
One

John Elliott
vs
James Dynes

In Union Superior Court
Judgt vs Dynes July Term 1837
Rec'd of James H Gill $2.75 in
full for ~~Richard~~ Saml Elliott and
part of John Elliott's fees as witnesses
in this case
July 18th 1838

John Elliott

Recd July 24th 1838 of Jas H. Gill 60th
25 in full of John Elliot's fees
as witness in the above cause John Elliott

Union Com Pleas

John Elliott
v } Mandate
James C. Dynes

Filed Oct 2nd 1837

Pat. H. Gill Clerk

~~£1.16~~

13.5.4
£0.4.2½
33.9.6½

36.12
£0.4.2½
56.5.4½

State of Ohio Union County ss

To the Judges of the Court of Common Pleas Within and for the County of Union.

Whereas in a certain action in Assumpsit lately before you Wherein John Elliott is Plantiff and James C Dynes is Defendant A Judgement was Rendered by you in favour of the said John Elliott for the sum of $75 50/00 with cost & Transcript of which Judgement and the records in said action was brought into the supreme court within and for the county of Union by Appeal And whereas at the July Term of the said supreme court A D 1837 This cause came on to be heard and a Judgement Was Entered upon a verdict of a Jury in favour of the said John Elliott for the sum of $100.00 with costs Which costs as said Amount to $46.80 — you are therefore Hereby commanded that without delay you cause Execution to be Had of the sd Judgement of the supreme Court according to Law

Witness Eben- Lane Chief Judge of the supreme Court of the State of Ohio This 25- Day of Sept- 1837

Silas C Strong Clerk
Supe- Court U C Ohio

Elliots Cost $46.80
Dynes Costs $36 12
$82.92

John Elliott
vs
James C. Dynes } Judgment in Com. Pleas and Sup. Court of Union County.

Rec. of the defendant Ten dollars on the judgment recovered in this case with interest from the date of the judgment. Oct 5. 1837.

F. B. Powell atty for
John Elliott

30.8 interest

John Elliott
order on
James Lewis
$22.13

Mr James Davies

Please to pay to Lee & Co or bearer twenty two dollars and ~~twenty~~ thirteen cents and this shall be a receipt of so much paid on the judgment I have against you obtained the last term of the supreme court for Union county

Marysville August 15th 1837 John Elliott

Mr James C. Dynes will please pay Stephen McLain fifty two dollars and forty one cents and the same shall be credited on the judgment in my favour against you. John Elliott

Oct 3.rd 1837

Dec 22 1837

Received of James C. Dysnes my fees in full in the case of John Elliott against James C Dysnes in the Court of Com Pleas and Supreme Court in Union County

Bede his X mark Burgess

attest

J. H. Gill

Recd of James C. Dynes Dec 26th 1837 my fees in full in the case of Peter Elcock v James C. Dynes in the Supreme Court and Court of Common Pleas in Union County Wilkesboro N C

Recd Dec 26th 1837 of James C. Dynes my fees in full as a witness in the case of John Elliott v James C. Dynes in Union Supreme Court and Court of Com Pleas

Samuel Westlake

Recd on the writ $7.45 from James H
Gill clerk of said court
June 8th 1838 P. Hall

John Elliott

vs

James C. Dynes } Justice in Union County Supr
Court July Term AD 1837

For value Recd I assign to Abel
~~the~~ the Ballance still due & unassigned on
said judgment supposed to amount at this
time to $9.14 together with the interest that
may accrue ~~thereon~~ on said judgt

Feb 5th 1838

John Elliott

John Elliott
Br Ore

The Clerk of the Court of union County will pay C Lee Leo the sum of Eleven dollars and five cents out of a Judgment against James C Jones in favour of Job Elliot Oct 6th 1837

John Elliot

For value received I assign to T. W. Powers Esqr
ten dollars on the judgment this day obtained in Union
Com. Pleas against James Dines in my favor
March 30th 1837 Jon. Elliot

Sheriff or Clerk of Union County

will pay Edward

three dollars which is the amount in full of my

cost in the case of Elliott against Dines

July 25th 1837

his

Edward Smith

mark

3 00

22 13

25 13

John Elliott
order the
Clerk of the
Court

$4.27

The Clerk or Sherriff for Union county will
pay C Lee & C four dollars and twenty seven
cents out of the money you receive from James Dines
on a judgment against him in my favor

Oct 24th 1837

John Elliot

Recd of James O. Dynes 10$ Dec 25th 1837
on Elliotts Judgment J. H. Gill C

250
200
100
100
6.00

Galland

Andrew Amrine

C. P.	200
	500
John Conly	100
	500
Galland	200
	50
John Lee	100
	50
	6 00
	200
	10 00

John Elliot
vs
James C Dynes } A Burnett

Recd in this case one dollar in full of my fees as witness

Sept 27th 1837

D. Gallard

Received of James C Dynes my fees in full in action of John Elliott against said Dynes Octr 3d 1807

John Donlign

File a apric 23, 1838

Ord H. Gilbert

Received of James C Dynes My fee in full in the suit of John Elliott against Said Dynes Octo 8th 1837

Andrew Empire

Received of James C Dynes My fee in full in the suit of John Elliotte against said Dynes Octo 1837

John Amerine

John Elliott
to
Jenny Lyons
Ver Ack
Filed June 28th 1836
Silas G Strong
Clk

Recorded

Cockiac

#125

The State of Ohio }
Union County ss } Union Common Pleas June Term 1836.

James Byers defendant in this suit was summoned to answer unto John Elliott of a plea of Assumpsit &c. For that whereas the said defendant on the first day of June A.D. 1836 at Union County aforesaid was indebted unto the said plaintiff John Elliott in the sum of five hundred dollars for the work and labor care and diligence of him the said John Elliott and materials found before that time done performed and bestowed in and about the business of the said James Byers at his request also in the further sum of five hundred dollars for so much money before that time by the said Elliott lent and advanced to and paid back out and expended for the said Byers at his request also in the further sum of five hundred dollars for so much goods wares and merchandise before that time by the said Elliott sold and delivered to the said Byers at his request and so being indebted the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then there promised the plaintiff to pay him the said several sums of money in this count mentioned when thereunto afterwards he should be requested so to do — yet the said defendant altho' often requested has not paid said several sums of money or any part thereof to the plaintiff but hath hitherto wholly neglected and refused (so) to do and still do neglect and refuse to the damage of the plaintiff five hundred dollars and therefore he brings suit &c.

By G. Smith
his atty.

Mun Com Pleas

John Elliott
vs Subpoena
James & Dynes

Served by Reading
to G Dawley &
B Emerson
by Copy to S Cleat
& C Smith not
Served as B Burge's
for want of time

Serv	———	40
Copys	———	25
Mil	———	20
		85

R. Clark Sheriff

March 26th

State of Ohio } To the Sheriff of Said County
County } Greeting?

We Command you to summon Samuel Elliott Edwd Smith Beden Burgess John Donly & Thomas Emerson to be and appear before the Honorable Judges of the Court of Common Pleas at the Court House in Mansfield on the first day of their next Term To Testify the truth to say in a certain Matter pending Wherein John Elliott is pltff & Jas Dynes Deft and this they shall in no wise omit under the penalty of One hundred Dollars Each & have you then there this Writ Witness I R Swan President of our Court Aforesaid this 21st March AD 1837.

Silas G Storey Clerk

Martin Ballew

Union Com pleas

John Elliott
" Summons

Jas D pres
Served by Reading
R. Clark. Sheriff
March 30th 1837
Sworn —— 10
Met —— 35
45

Filed March 30 1837.
S G Strong Clk

State of Ohio Union County ss.

To the Sheriff of said County Greeting

We command you to summons Wilson Campbell to appear forthwith before this Honorable Court Com Pleas To testify in the Case of John Elliott vs Jos C. Dines - and hereof fail not & have you then there this writ

Witness I R. Swan President of said Court this 30 day of March 1837

S G Strong Clk

Elliotte

vs Dl precipe

Dynes

Filed June 27/1836

S G Strong Clk

" " " " "

John Elliott
vs
James Dines } Assumpsit

Issue a summons returnable forthwith - Damage $500 - Endorse suit brought for work and labor, money paid &c &c.

G. Swan
atty. for pltf

June 27th 1836.

To the clerk of the
Court of Com. pleas
Union County -

Union Com Pleas

Jas Dynes
pltf
vs
John Elliott

Filed Oct. 10. 1836
S. G. Strong clk

Recorded

Wm on Common Pleas Dane term 1836

James Dynes
vs
John Elliott

And the said James Dynes comes and defends the and says that he did not assume and promise in manner and form as the said John Elliott hath declare against him and of this he puts himself upon the country and the said John Elliott doth the like

W. C. Lawrence
atty for Dft

Micos Com plat

Jas C Dyer

vs

John Elliott

in

Served by Reading to J Janvary & D Gatent and by Copy B Burges

Serv	30
Copy	12½
Mil	50
	92½

State of Ohio Union County }

To the Sheriff of said County Greeting

We command you to summons Bude Burgess Jas January & David Galland to be and appear before our Court of Comm Pleas at the Court house in Marysville on the first day of their next Term to testify in a certain Matter pending wherein ~~the State of Ohio~~ is Pltff & Ira C Dynes is Pltff & John Elliott is Deft and this they shall in nowise omit under the penalty of one hundred Dollars and have you ~~then the~~ this Writ Witness I R Swan President of our said Court this 16th day of January 1837

S G Strong Clk

Elliott
v precept
Dines —

Filed Oct 10
1836 A Gitroy
Clk

James Dynes
vs
John Elliott

in N.C.P Oct term 1836

Defendant wishes subpoenas for Andrew Comrine Bedc Burgess James Lamar John Goss and David Gallaud witnesses in his behalf in this cause

W B Lawrence
atty Dft

Union Complaint

John Elliott

vs Summons

Jas C Dynes

Serv'd by Reading,

Serv — 10

Mil — 5

15

R Clark Sheriff

March 29th 1837

State of Ohio Union County ss

To the Sheriff of said County Greeting?

We command you to summons Andrew Cumine Jr to appear forthwith before the Court of common pleas at the Court House in Marysville to Testify in the Case of John Elliott v Jas C Dynes & of this he shall not fail under the penalty of One hundred Dollars & have you then there this Writ Witness S R Dwan President of our said Court this 29 March 1837

Silas G Strong Clk

2	41 5
5	2 41
10	30
11	04
14	27
$	100 16

Amount charged
to John Elliott
in the case of Elliott
v. Dyer

Union Com, Pleas

John Elliot

vs } Appeal Bond

James B Dynes

Know all men by these presents that we James C. Dynes and Stephen McLain are held and firmly bound unto John Elliott in the penal sum of One hundred and Fifty Dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 7th day of April A.D. 1837

The condition of the above obligation is such that whereas the said James C. Dynes has taken an appeal from a certain judgment rendered against him in favor of the said John Elliott in the Court of Common Pleas within and for the County Union in the State of Ohio at the March term thereof A.D. 1837 for the sum of Seventy five Dollars damage to the Supreme Court of within and for the County aforesaid. Now if the said James C. Dynes shall pay the full amount of the condemnation in said Supreme Court and costs in case a judgment shall be entered therein in favor of the appellee then this obligation shall be void otherwise in full force and virtue in law

Approved by me James H. Gill, Clerk

James C Dyns L.S.

Stephen McLain L.S.

Elliott v. Dynes

State of the Funds

Elliott v Dynes. Amount Due April 23. 1838 $ 40.29
as per rects since 10.00

30.29
Recd this 23d day April 15.00

remaining $15.29
8

$7.29

Rec'd Jan 22 1838 April 1st Rec'd $18,00
April 21st $20,00 no more money made
R Clark Sheriff

Union Com. Pleas

John Elliott
v } fi fa
James & Dyer

Judgt	100,00
Costs	85.88
	35
Writ	$186,23

Credits

July 24. 1837	3.00
Aug 14 "	22.13
Oct 3 "	52.51
" 5 " "	10.30
" 6	11.05
Dec 25 "	10.00
	108,89
Also Dec 26.	8.00
	$116,89
	269,34
Ser	35
Mil	20
Poundage	76
	131

Filed April 21. 1838.
James H Gill Clk

75,52

Due April 23. 1838 $40.29
~~$37.79~~
Due John Elliott.
at the same time of the above funds $7,45

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that you cause to be levied of the goods and chattles in your bailiwick of James C. Dynes the sum of $185.88 which by the Judgment of our Supreme Court of ~~Common~~ Union County at the July term thereof A.D. 1837 John Elliott recovered against the said James C. Dynes with interest thereon from July 8th 1837 until paid, and the accruing costs; and for want of goods and chattles that you cause the same to be levied of the lands and tenements in your bailiwick of the said James C. Dynes and have that money before our Court of Common Pleas within and for the County of Union on the first day of next term to render unto the said Elliott and have then there this writ
Witness James H. Gill Clerk of the Court of Com. Pleas within and for said County of Union this 3d day of January 1838
James H. Gill

Acc of Costs

Dynes in Com. Pleas	$22.68	
Same in Supreme	13.54 =	
Elliott in Com. Pleas	26.37½	33.96½
Same in Supreme	20.42½	2.95½
		36.91

John Elliott
's receipt
Sat 6 Times

[illegible]

1/9
25
1/1/52

John Elliott } The Clerk issue Subpoenas for Wilson Campbell
" } Bedee Burgess John Amrine James Tannay
Las b Dines } James C Jones

James C Dynes
vs
John Elliot

James Lannary

Bede Burgess David Gallaud &
must be subpoenaed in this case
W C Lawrence atty for Deft

Union Com. pleas

John Elliott
vs Summons
James C Dines

Served by Reading to W H Smith
S C Storey J Elliot Jr T Baughler and
A Palack and by Copy to B Borges
& E Smith

R Clark Sheriff
July 4th 1857

Serv	70
Mil	1,50
Copy	30
	2,50

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you to Summons William H Smith Edwd Smith Silas G Strong Bedee Burgess John Elliott & Tobias Beighley Alexr Pollock to be and Appear Before the Court Judges of the Supreme Court at the Court House in Marysville on the first Day of their next Term To Testify & the Truth to Say in the Case of John Elliott vs James C Dines and this they shall in no wise Omit under the penalty of One hundred Dollars and have You then there this Writ Witness ~~J R Swan~~ E Lane Chief Judge of our Supreme Court this 7th day of July AD 1837.

Silas G Strong Clerk Super Court

Served by Reading to J
Amerine & Eliot & Eliot for
D J Baylis and by Copy to
B Burges & E Smith not
served on J Donley & M
Caphell by order of Deft
July 7th 1857 R Clark Sheriff

Serv — 80
Mil — 1,50
Copys — 30
$2,60

Union Supr Court

John Elliott
vs
Jas C Dines

State of Ohio Union County ss
To the Sheriff of said County Greeting:
We Command you to Summons Bedie
Burgess Wilson Campbell John Ammon
Samuel Elliott John Elliott Jr Edwd
Smith Josiah Baylis John Donley

To be and appear before our ~~Court of Common Pleas~~
Supreme Court of Union County on the first day of
their next Term To Testify & the truth to say in the
Case of John Elliott vs James L Dines & this they
shall in no wise Omit under the penalty of one hundred
Dollars & have you then there this Writ Witness
E Lane Chief Judge of our said Court this 4th
day July AD 1837

Silas G Strong Clerk

Served ~~by~~ on Edward Smith Wm Smith Jr
Talcas Beckler Andrew Ameiend & Michael
S Wood By reading in their presence
& hearing — on Samuel Ellis & By
Copy

Service. — 60
Copy — 12.
Milage — 30 —
$1.07

Rec 6 1836 R Wright Sheriff

Owen Cos Pleas
John Elliott
vs
Jas Dynes
Filed Octr 8 1836
Wm Armstrong Clk.

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you to Summons Edwd Smith Wm Smith Senr Samuel Elliott Tobias Beighle Andrew Armine & Michael L. Wood to be and appear before the Honorable Judges of the Court of Common Pleas at the Court House in Marysville on the 1st Day of their Next Term to Testify in a Certain Matter pending wherein So John Elliott vs. Plaintiff & Jas Dynes Deft & this they shall in no wise Omit under the penalty of One hundred Dollars & have you then this Writ

Witness, J R Swan President of our Said Court this 5th Day of Octr AD 1836

J G Strong Clk

Elliott
vs
Turner
Agreement

Filed Octr 10. 1866
N. G. Strong Clk

Richard Elliott } Union Com Pleas Oct term
vs 1836
John Turner

it is agreed by the parties that this suit shall be discontinued at the costs of defendant

W B Lawrence atty for pltff

John Turner Deft

Union Com Pleas

James Dynes

vs Summons

John Elliott

" "

Served of the within writ

Service .. 50

Mileage .. 40

$0,90

C. Wright Sheriff

State of Ohio Marion County ss

To the Sheriff of said County Greeting?

We command you to summons Andrew Amine Benjn Burgess James Jamany John Yost and David Gallant to be and appear before the Honorable the Judges of the Court of Common Pleas at the Court House in Marysville on the 1st day of their next Term To Testify & the truth to say in a Certain Matter pending wherein Jas Gynes is Plaintiff & John Elliott Deft & this they shall in no wise omit under the Penalty of One hundred Dollars & have you then there this Writ

Witness J R Swan President of our said Court this 10 Oct AD 1836

Silas G. Strong Clerk

Elliott
vs
Dines
precepe

Filed Octr 5
AD 1836
S G Strong
Clk

Dom Writ

Elliott } The Ctt with Jon Sampson
for Edwd Smith Mr Smith Sur
Dgns } Samuel Elliott Tobias Bingle
Andrew Allison Michael Wood
John Elliott

Jas C Dynes
v. Bicipie
John Elliott

Filed Jany 16. 1836

Issued

	8	vs	Chancery	
		Wm Annis		
Sterling & Gilbert —		John Evans Cont		
	9	vs		
		David Winchester Et al Repr of George Winchester		

Filed July 7 —
1857 [illegible]

William H Smith
Edward Smyth
Silas G Strong
Bedel Burgess
John Elliott
Lewis Beegler
Alexander Polock
Saml Elliott

Recd any fees in full in the Case of
John Elliott } Union Com Pleas and
vs
James C Dynes } Supreme Court.

James January

John Yost cost
Michael Yost

April 1838

2 00.00
85.00
75.00

Union Com pleas

John Elliott

vs Assumpsit

James E Dynes

Served on the within
named James E Dynes
by handing him a
Copy of this writ
June 27th 1836
D. B. Smith Sheff
by C Wright Deputy

Service -	35
Copy - -	12½
Mileage - -	5
	52½

Filed Jun 27/1836
A G Strong Clk

Recorded

Suit Brot for work and labor money paid &c &c
J. Snap

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you to Summons James C. Dynes to appear Before ~~our~~ the Honorable the Judges of the Court of Common Pleas of Union County at the Court House in Marysville forthwith to answer unto John Elliott in a plea of Assumpsit Damages $500, and have you then there this writ

Witness J R Sroat President of our Said Court this 27th day June 1836

S G Strong Clerk

John Elliott
v
James C. Dynes
Transcript

Filed July 7th 1837.
S G Strong Clk. S.C

125

Recorded

State of Ohio Union County ss

I James W. Gill Clerk protem of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entry and Judgment are truly copied from the Journals of said Court to wit

John Elliott
v
James C. Dynes

March the 30th 1837

This day came the parties by their attorneys and then came a Jury to wit Thomas Mullin William Snodgrass George W. Poisal William Conklin John Reed Joseph Gibson Geo Reed James W. Irwin Robt Graham Joseph Wilmouth Thomas Snodgrass and Nathan Kelsey who being elected tried and sworn well and truly to try this 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 did assume and promise in manner and form as the Plaintiff in his declaration hath alleged against and do assess the plaintiffs Damages by reason thereof to Seventy five Dollars, It is therefore considered by the Court that the said John Elliott recover of the said James C. Dynes the sum of Seventy five Dollars the Damages aforesaid by the Jury in form aforesaid assessed

In testimony whereof I have hereunto set my hand and seal of office this 26 the day of June A.D. 1837

James W. Gill Clerk protem

No. 37-SC-S

Union Common Pleas Court.

Penny Wilson & Butler
Plaintiff,

AGAINST

Lee Baldwin & Co
Defendant.

JUL TERM. 1838

JUDGMENT VS DEFENDANT
$670-91

Journal 2 Page 31

Record No. 3 Page 174

Ex. Doc. Page

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

Pomeroy et al

vs.

Lee et al

Declaration

Filed June 29th 1837

James H. Gill Clk

Hall for Plff

State of Ohio Union County ss.

In Union Common Pleas.
June Term 1837

George Pomeroy Lewis O Wilson
Elias Butler & William Baldwin partners under
the name & firm of Pomeroy Wilson & Butler
complain of Cephas Lee Mains Mason & Herman
Baldwin partners under the name & firm of
Lee Baldwin & Co for that whereas the said
Defendants by the name of their firm Lee Baldwin & Co
on the 23d day of May 1836 at New York (town)
at Union County aforesaid made their prom-
-issory note in writing and delivered the same
to the said Plaintiffs and thereby promised to pay
to the order of said Plaintiffs by the name of their
firm of Pomeroy Wilson & Butler. Eight hundred
Eighty seven 77/100 Dollars. Nine months after the date
thereof which period has now elapsed and
the said Defendants in consideration of the prom
-ises then & there promised to pay the amount of said
note to the Plaintiffs by the name of their firm
Pomeroy Wilson & Butler aforesaid according
to the tenor & effect thereof yet the said
Defendants have disregarded their promises
and have not paid the said sum of money
nor any part thereof to the damage of said
Plaintiffs eight hundred dollars therefore
they sue &c

By A Hall Atty
pr Pltffs

Union Com. Pleas

Pomeroy Neilson & Butler
vs
Lee Baldwin & Co

Filed May 27 1837
S. H. Gill Clerk

George Pomeroy. Lewis A. Willson
Elias Butler & William Baldwin
under the name firm & State of
Pomeroy Willson & Butler

vs

Cephas Lee. Marines Mason
& Heman Baldwin partners under
the name firm & State of
Lee Baldwin & Co

In assumpsit
Damages $800.00

The Clerk of M. & P will issue Summons returnable next Term. endorse suit brot on a note of hand executed & delivered by the Defendants to the Plaintiffs for $87.99/100 dollars payable nine months after date. dated May 23d 1836 – endorsed. Feby. 21. 1837. Recd on the within three hundred dollars in Dfts. on Phoenix B K Also for goods sold & delivered by Pffs to Defts

A Hall Atty
for Pffs

Union Com. Pleas

Pomeroy Wilson & Co

v

Lee Baldwin & Co

Served by reading and by delivering to each Defendant a certified copy May 30th 1837 R Clark Sheriff

Serv ——— 65
3 copy ——— 60
Mil ——— 5
1,30

Filed May 31. 1837
J. H. Gill Clerk

Affidavit filed.

Suit brought on a note of hand executed and delivered by the Defendants to the Plaintiffs for $87.22/100 Dollars payable nine months after date dated May 23, 1836 Endorsed February 21. 1837 Recd entire satisfaction thereof Dollars in Drafts on Phenix Bk. Albany goods delivered by Ships to Detroit

A Hall Atty for Plaintiffs

State of Ohio Union County ss.

To the Sheriff of said County, Greeting

We command you to summon Cyprian Lee Mains Wason and Heman Baldwin partners under the name and firm of Lee Baldwin and co to appear before our Court of Common Pleas of the County aforesaid at the Court House in said County on the first day of new term to answer unto George Pomory Lewis Wilson Elias Butler and William Baldwin under the name and firm of Pomeroy Wilson and Butler in a Plea of Assumpsit Damages Eight hundred Dollars and have you then there this writ.

Witness J. K. Swan President Judge of our said Court of Common Pleas this 28 day of May 1837

James H. Gill Clerk

21 Feby 1837. Recd
on the within Three
hundred dollars in full
on Thomas B. R.
$300 P W & B

Pomroy Wilson & Butler

Dan $643.7.3 1/2
Pen 32.13
675.88 1/2
$609.70

$887 22/100

New York May 23 1836

Nine Months after date, We promise to pay to the Order of Pomeroy Wilson & Butler —— " —— " —— Eight Hundred Eighty Seven 22/100 Dollars,

Value received.

Lee Bacchus & Co

No.

Due

Union Com. Pleas

Pomeroy, Wilson & Butler

2 } Appeal Bond

Lee Baldwin & Co.

Filed November 1st 1837

James H. Gill Clerk

1838

Know all men by these presents that we Cyprian Lee Mains Wafon & Homan Baldwin trading under the name and firm of Lee Baldwin & Co. & Silas T. Strong are held and firmly bound unto George Pomeroy Lewis C. Wilson Elias Butler and William Baldwin trading under the name and firm of Pomeroy Wilson and Butler in the penal sum of Twelve hundred and twenty six Dollars and twenty eight cents, to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators sealed with our seals and dated this first day of November 1837

The condition of the above obligation is that whereas the said Lee Baldwin and Company have taken an appeal from a certain Judgment rendered against them in favor of the said Pomeroy Wilson and Butler in the Court of Common Pleas within and for the County of Union in the State of Ohio at the Oct Term thereof 1837 for the sum of $613.14 Damages to the Supreme Court within and for the County aforesaid: Now if the said Lee Baldwin and Company shall pay the full amount of the condemnation money in said Supreme Court and costs in case a Judgment shall be entered therein in favor of the Appellee then this obligation shall be void, otherwise in full force and virtue in law

Approved by me
James W. Gill
Clerk

Lee Balding & Co
Silas T. Strong

Seal
Seal

Union Supreme Court

Pomeroy Wilson & Butler
vs } Transcript
Lee. Balamin & Co

Filed June 19. 1838
James H. Gill Clk S.C.

State of Ohio Union County ss

I Jas. H. Gill Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entry and Judgment are taken and correctly copied from the Journals of said Court at the October Term thereof A.D. 1837 to wit

Pomeroy Wilson & Butler
vs
Lee. Baldwin & Co

This day came the Plaintiffs by their atty and the said Defendants though solemnly called came not but made default whereupon It is considered that the said Plaintiffs ought to recover their Damages by reason of the premises, and neither party requiring a Jury and the Court being fully advised in the premises do assess the Damages of the said Pltffs to Six hundred and thirteen Dollars and Fourteen cents. Therefore it is considered that the said Plaintiffs recover of the said Defendants the said sum of Six hundred thirteen Dollars and Fourteen cents, their damages aforesaid in form aforesaid assessed, and also their costs in this behalf expended taxed &c

$613 14 Notice of appeal by Defts

In testimony whereof I have hereunto set my hand and seal of office this 1st day of November A.D. 1837

Jas. H. Gill Clerk

fee Appl Bond 25
Transcript 100
$125 = $1.25

Union Common Pleas

Pomeroy Wilson & Butler
v
Lee Balamin & Co
Special Mandate

Filed July 9. 1838
Jas H. Gill Clerk

Ret'd the 22nd Sept 1838
Cum pecu $7.76

$7760
675.91
~~$6 83.67~~
$6 83.67

JUL TERM 1838

State of Ohio Union County ss

To the Court of Common Pleas in and for said County Greeting

We command you that you cause George Pomeroy Lewis O. Wilson Elias Butler and William Baldwin under the name and firm of Pomeroy Wilson and Butler to have Execution of a certain Judgment rendered in his favor against Cyprian Lee Herman Baldwin and Marius Mason under the name and firm of Lee Baldwin & Co by our Supreme Court within and for the said County of Union on the 30 day of June A.D. 1838. for the sum of $ 643.73 damages and the further sum of $ 32.18 Dollars penalty amounting to $ 675.91 Dollars and his costs taxed to ~~$ 8.15~~ $8.15¼

Witness Isa H. Gill Clerk of said Supreme Court this 9th day of July A.D. 1838

James H Gill Clerk

Damages	$ 643.73
penalty	32.18
Cost Supreme C.	8.15¼
Costs of Court below	8.73¼
	$ 692.80

Filed Sept 22. 1838
Jas. M. Gill Clerk

Hall Rect for
Judgment in
favor of Pomeroy
Wilson & Co.

Pomeroy Wilson & Butler
vs
Lee Balamie & Company

Special Mandate July term 1838

Judgt $675.91
Pro Doc fees 10.00
$685.91

Interest from July thirteenth 1838

Correctly taken from the Journals of said Court this 22nd day of Sept 1838

Jas H Gill Clerk

Recd of Lee & Mason the above judgt debt & docket fees in full.

Sept 22d 1838

J Hall Pltfs Atty

No. 37-SC-5

Union Common Pleas Court.

Pomroy Wilson & Butler
Plaintiff,

AGAINST

Lee Baldwin & Co
Defendant.

JUN TERM. 1838

JUDGMENT VS DEFENDANT
#6 75-21

SUPREME

[illegible]nal 1 Page 4[illegible]

[illegible] 1 Page 60

Ex. D[illegible] Page

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

38-SC-1

No.

Union Common Pleas Court.

Sarah Mazar Plaintiff,

AGAINST

Samuel Mazar, Defendant.

Divorce

June 1840.

Decree for plff.

Supreme Court.

Journal 1 Page 67

Record No. 1 Page 81

Ex. Doc. Page

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

Sarah B. Kazar
vs
Samuel Kazar

Petition for
divorce

filed April
1838
James H. Gill Clerk

Recorded

Union Co. O.

Supreme Court June Term 1838

To the Honble the Judges of said Court

Your Petitioner Sarah B Kazar a now and for the last twenty five years of this county and State of Ohio represents and Charges she was married to one Samuel Kazar in the month of December in the year 1817. in the Township of Union and this County and State that she thence became the wife of said Samuel and to the utmost of her ability in Honor Zeal and Fidelity discharged the several duties of said station in a punctual obedient careful and loving manner until the Spring of the year 1831. and so long as said Samuel continued to live with his said wife and family

That during said Cohabitation your Petitioner bare to said Samuel three Children namely Lathrop aged 18. years Oct 1817. Nathaniel aged 12. years August 1817. and Elizabeth Kazar aged 8. years 1817

that in the Spring of 1831. said Samuel was arrested by the Sheriff of this County on a Charge of Arson in Burning the Store House of W & J Adamson in the Town of Marysville in this County and Confined to Gaile That there he remained in Confinement untill he was removed to Delaware County by change of Venue for trial where he was tried and convicted and sentenced and Confined in the Penitentiary of this State, that by some means a new trial was granted and in the Spring or Summer of 1833 on a new trial was acquitted. that said Samuel returned and visited his Family but remained no time at home

That now for more than five years she has not seen or heard from said Samuel nor has he in any manner aided her in support rearing and educating of said Children but has wholly absented himself wilfully and obstinately from his said wife and Family

That your Petitioner here charges that said Saunce Kagar has for more than five years last past totally and grossly neglected his duty as husband to your Petitioner and Father to his said Children

Your Petitioner therefore prays that said marriage contract be dissolved by this Court and that and that your petitioner be wholly released by the order and decree of this Court from all obligation therefrom and that your Petitioner may hold as of her own right the balance of property not expended in support of said Children and earned by the labor of your petitioner since the absence of said Saunce and that by said decree the Guardianships of the Children and especialy of Elizabeth the youngest may be confided to your petitioner, And your Petitioner other and further relief in the premises and as in duty bound your petitioner will ever pray &c

W C Lawrence
Sol for S B Kagar

A. B. Kagar
vs
A. Kagar

Proof of
Publication

filed June 29. 1858
James H. Gillik

duced price, [illegible] cash only. Hardware will be sold at re-
those wishing to purchase, at No. 3, Exchange Buildings, Broad-st.
May 15..tf J. E. PALMER, Agent.

Sarah B. Kazar, vs. Samuel Kazar. } Union Supreme Court for the year 1838, June Term.

NOTICE is hereby given to said Samuel Kazar that said Sarah B. Kazar on this day has filed her bill with the Clerk of the Supreme Court of the County of Union, Ohio, charging a marriage with said Samuel in the month of December, 1817, and praying that she may be divorced from her said husband, for wilful, continued, and unexplained absence, and for total and gross neglect of his duties as a husband to said Sarah B. Kazar, for more than five years last past.—April 25, 1838.

J. H. GILL, Clerk S. C., U. Co. tJ30

SARAH B. KAZAR, By W. C. LAWRENCE, Sol.

NEW BOOT AND SHOE STORE!!!

No. 4, Goodale's Row.

THE subscriber having taken the Store, No. 4, Goodale's Row, (lately occupied by Mr. J. P. Woodbury,) would respectfully solicit the attention of purchasers to a new and [illegible]

State of Ohio
Union County Ss

Personally appeared before me Silas G Strong Post Master of the Town of Marysville who being duly sworn according to law saith that the affixed Notice taken from the Ohio State Journal and Political register a weekly newspaper published in the City of Columbus Franklin County this State and of general circulation in Union County taken from the Number of May 16th 1838 has regularly appeared in said paper for six consecutive weeks past and further saith not

June 29th 1838

Silas G Strong P.M.

Sworn to and subscribed this 29 June 1838.
James Turner J.P.

No. 38-SC-2 (4)

Union Common Pleas Court

Robson L. Brown
Plaintiff,

against

David Witter
Defendant.

AUG TERM. 1842

Decree in Supreme Court B Pltf $230.14

Journal 3 Page 39

Record No. No Record. Page

Ex. Doc. 1 Page 307

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

D. Witter

ad

R. L. Broom

Ⓔ

David Miller
ddl
Robson L Brown

Decree in the Court in Banc - on mandate

The Clerk will issue an alias execution in this case

Made 1st 1843

To the Clerk of the Court of the P. Union Co. O.

David Miller
By P. B. Cole

40/50

Union Com. Pleas

Robson L. Broom
vs Injunction
Bond
David Witter.

Filed Jany. 6th 1838

James H. Gill Clk

Motn to dissolve Injn

Note Bond — 1000$ min
take of witnesses

Know all men by these presents that we Robson L. Broom and Alex Pollock are held and firmly bound unto David Witter in the sum of fifty Dollars to the payment of which we Jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 5th day of January A.D. 1838

The condition of the above obligation is such that whereas the above named Robson L. Broom has obtained an allowance of an Injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a Judgment obtained in the Supreme Court of said County by the said David Witter against the said Robson L. Broom at the July term thereof A.D. 1837 for the sum of one hundred and nineteen Dollars and fifty cents Damages and forty one Dollars thirty and a half cents costs until the matter thereof can be heard in equity — Now if the said Robson L. Broom shall pay all money and costs due or to become due from him the said Robson L. Broom in said Judgment at law, and all moneys and costs which shall be decreed against the said Broom in case said Injunction shall be dissolved then this obligation shall be void otherwise in full force and virtue in law

Robert Broome (Seal)
A. Pollock (Seal)

Approved this 6th day of January A.D. 1838

Union Com. Pleas

Robson L. Brown
vs } Subpoena
Dorcas Walter

Injunction allowed
also Bail given
Jas H. Gill Clk

Served by Reading
& by Certified Copy
June 18th 1838
Serv — 35
Copy — 16
Mil — 5
56
R Clark Sheriff

Filed April 18. 1838
James H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon David Witter to appear before our Court of Common Pleas in and for the County on the first day of next term to answer a bill of injunction exhibited against him by Robson L. Broom on a Judgment obtained against the said Broom by said Witter, in the Supreme Court in and for said County at the July term thereof 1837 and this he shall in no wise omit under the penalty of one thousand Dollars and have then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas in and for the said County of Union this 6th day of January 1838

James H. Gill

David Miller

Adms & Anstro

R L Broom

"

Jas. Chauncey

"

Filed April 3. 1838

James H. Gillett

$1550

Pro Union County Pleas }

The answer of David Miller to the Bill of Robson & Brown

The said David Miller now comes and for answer to the said Bill of the said Robson & Brown says that he admits that on on the 24th day of December AD 1832 Complainant did purchase of Respondent by Title Bond three several Tracts of Land as described in Complts Bill Respondent also admitted that by said purchase Respondent was to give Complainant a good & sufficient Warranty Deed of said Land upon the payment of one Thousand Dollars for which sum Complainant gave Respondt his Note

Respondent further states that he has no recollection nor does he believe that Complt did ever tender to him Respondent the said one thousand Dollars and demand a Deed for said Land

This Respondent further shewth your Honors and expressly charges that on or about the 5th day of July AD 1834 Complt & Respondent entered into a new and as this Respondent supposed a final & satisfactory arrangement Complainant informed Respondent that he had contracted to sell to one William Ward one of the aforesaid Tracts of Land (viz) the tract designated in the Ward bond containing 83½ acres requested Respondent to make a Deed directly from Respondent to said

Ward instead of Complainant Respondent and did at first special instance and Request of Complt. Execute and deliver to said Ward a good and sufficient deed of said tract of land and said Ward in paid over to Respondent the sum of ~~[illegible]~~ the time expired due which sum he received and as a part of the original purchase money due. paid Complt. to Respondent all of which was done at the special instance of Complt.

Respondent further states that a further arrangement was at the same time made between Complt. and Respondt. by which Complt. paid to Respondent the balance due on said purchase kept the sum of one hundred Dollars for which sum Complt. gave Respondent his note dated February 7th AD 1834 due in sixty days. paid Note Complt. at the same time to Resp the note for one ~~thousand~~ hundred Dollars given to secure the original purchase money

$100.00

Respondent further states that he cannot recollect positively whether the note for one ~~thousand~~ hundred Dollars has given as a part of the original purchase money or to settle and put to rest a certain dispute between Complt. & Respondent concerning some surplus land contained in or lying adjacent to the land

sold by Respondent to Complainant
but Respondent believes that said Note
was given to secure a balance due
upon the said note for one thousand
dollars or the interest that had at that
time accrued thereon
Complainant further states that upon
the completion of the above arrangement
Court on or about the 7th day of
February A.D. 1834 Respondent did
execute and cause to be delivered
to Complt a good and sufficient
Warranty deed of the Tide remaining
tracts of Land agreably his Contract
he was bound to do
Respondent further admits that
after the said note for one hundred
dollars had become due & owing
and Complainant refused to pay
the sum to Respondent Court)
Respondent did commence his action
against Complt upon said note in
this Court and Judgt was obtained
at the August term of said Court A.D.
A.D. 1834 This Respondent says that
it may or it may not be true that no
plea was filed in this Court in the
aforesaid Case and that it was agreed
between Respondents Counsel & Complt
that Complt should appear plead
and Trial should be had upon
the Merits in the Supreme Court
Respondent has no knowledge
thereof

But so it was that the Cause was appealed to the Supreme Court
This Respondent further states at the Term of the Supreme Court at which the trial should have been had Compt. made affidavit that he could not safely go to Trial for the want of a material Witness residing out of this State and the Cause was accordingly continued At the next Term of the Supreme Court or rather the time legally appointed for holding the Supreme Court in this County the action brought by Respondent vs Compt. upon said note was the only one upon the docket for Trial Respondent is informed and verily believes That Compt. informed the Judges that said suit was settled & no trial could be had the Judges of the Court aforesaid thereupon took this way and the Cause stood over no Term and other Year At the next Term of said Court A.D. 1837 the Cause came on to be heard before a Jury
The facts were proved as they existed and no mistake made by the witnesses
This Respondent answers positively that the Bad which said Leppington Lee received of Respondent to deliver to Compt. and which Bad said Lee swore on the trial aforesaid he

and Union to Compt. was a good and sufficient warranty deed of the Land in question and did release the same from Respondt. & wife to Complainants

~~And~~ Respondent ~~therefore~~ having thus fully answered prays to be dismissed with his costs and for other proper relief as provided by Law

A. Hall Sol.
for Respondent

State of Ohio Union County ss

Personally appeared before me David Witter who being duly sworn doth depose & say that the matters and things in the foregoing answer stated as from his information & others he believes to be true and that all the other matters and things therein set forth are true in substance & fact

David Witter

Subscribed & sworn before me this 2nd day of ~~March~~ April 1838

Ira Wood Justice of the Peace

Court in Banc

Nelson L. Brown

vs

David Witter

Copy of Entry

Nero ff. 87½

Court in Bank December Term A.D. 1840

Robert L. Brown
vs
David Witter

In Chancery
Reserved from the County of Union

This day came the parties by their counsel and this cause was heard upon the bill answers exhibits and testimony in consideration whereof the court order adjudge and decree that the injunction allowed herein be dissolved, and as this was an action for the recovery of money only the court do further order ~~adjudge~~ and decree that the complainant within sixty days pay to the defendant the sum of Two hundred and six dollars $\frac{88}{100}$ and also $10,84 five per cent penalty thereon in all 217\frac{22}{100}$ and also the costs of this suit in the court of common pleas and in this court with interest thereon from this day and in default thereof that execution issue therefor as on a judgment at law, and provided the said Robert L Brown shall within the time above said pay said sums aforesaid and costs aforesaid then the said David Witter shall make and execute and deliver unto the said Brown ~~a good~~ within thirty days thereafter a good of conveyance with covenants of general warranty for those two tracts of land in the pleadings mentioned described as bought by David Witter of Margaret ~~Witter~~ Bailey, one called the name tract, also that peice containing the farm as mentioned in the Agreement between Witter and the said Bailey dated July 5th A.D. 1832. And should said Brown fully comply with the decree by the time above specified then this decree shall be considered as taken in all courts of law and equity to have the same operation and effect, and be as available as if said conveyance had been executed in conformity ~~with~~ to this decree but if said Brown shall not pay said sum and the costs within sixty days ~~as~~ aforesaid then his bill shall stand discontinued, and execution shall issue as aforesaid for the same sums ~~and~~ ~~judgment~~ aforesaid, as on judgments

at law —
Ordered that a special mandate be sent to the court of common pleas to carry this judgment into execution —
Ordered that a copy of this Entry be certified to the clerk of the Supreme court of Union County for Entry. —

The State of Ohio. ss.
I Lyne Starling jr clerk of the Supreme court in Bank of the State of Ohio hereby certify that the foregoing Entry is truly and correctly copied and taken from the records of the proceedings of said court on file in my office
Witness my hand and the seal of said Court this 22nd day of April A.D. 1841
L Starling jr
clerk

Alexander Pollock says

Saieth that as near as this deponant can recollect some time in the year 1834 some conversation was had between R L Boone & myself during which said Boom said to me that Witter had made him a deed but it was good for nothing and he (said Boom had burned it. but what Deed it was this deponant cannot now recollect. Deponant believes that at the time this conversation took place there was a difficulty between said Boom & Witter about the Land in question in this suit — and believes that we ~~they~~ were talking about a Deed of the land in question from the fact that deponant never heard to his recollection of any other deed from Witter to Boom

Question by Compt Do you recollect the date of this Conversation or any the least allusion to the land now in controversy

Ans. I do not recolect the precise date but believe it was in 1834 but do not recolect any allusion to the land in controversy

Question by Compt Do you know that there was also difficulty about a deed or deeds from Witter to Boome for the Tavern Lot and Stable Lot of James Ward

Ans. Since you mention the tavern stand & other lot I do recollect that there was some talk about a Deed or Deeds from Witter to Boom but whether there was any difficulty about them or not I cannot tell

Question by Same Do you recollect any thing by which you think that Conversation above referred to the land in dispute more than the said town Lots Ans I do not recollect any thing special which would lead me to know which Deed it referd to Alexander Pollock

sworn to and subscribed after being reduced to writing by deponent before me
this 29 day of June 1832
James Toms J P

Justice cost

Swearing Witness — 0.12
Depositions 0.75
0.87

Cyprian Lee says

recollect of havenig a Deed put into my hands for a piece of land that David Witter sold to R L Broom and afterwards Broom sold the same or a part of the same to Joshua Matthiat and as near as I can recollect it was the deed from Broom to Matthiat I had Silas G Strong was then acting as agent for Mr Matthiat and was authorized to receive the deed from Broom and as near as my memory serves me Strong did not like the deed from Broom and the deed was put into my hands to keep untill Mr Strong could communicate with Mr Matthiat to know whether he should receive such a deed at the time I gave the deed to Mr Strong from Broom to Matthiat Strong then put another deed into my hands to give to Broom and I believe that deed was for a Tavern lot from Matthiat to Broom although I one testified in court it was then my impression that the deed I handed to Broom was the deed from Witter to Broom but told the court I could not recollect about it but from circumstances I am induced to believe that I never saw the deed from Witter to Broom

I recollect sometime previous to the time that I had these deeds in possession of letting Mr Broom have silver for paper money he said it was for the purpose of making a tender to Mr Witter

Cyprian Lee

Sworn to and subscribed after being reduced to writing by deponent before me this 24th of June 1838

James Fromer J.P.

Depositions of Cyprian Lee Silas G Strong Alex Pollock and Ira Wood taken by agreement between the parties to be read in Evidence on the hearing of the Case pending in the Supreme Court of Union County Ohio Where in Robson & Broome is Compl- and [redacted] David Witter

Robson L. Broome } Supreme Court Union County and
vs } State of Ohio
David Witter } In Chancery

The said Witter or his counsel will take notice that depositions will be taken in the above case in the Mayor's office of the Town of Newark Licking County Ohio on the ninth day of June next between the Hours of six o'clock A.M. and two P.M. on said day May 31 1838

Robson L. Broome

I acknowledge service of the within notice
by Copy this 31st of May 1838

A. Hall Atty for Deft

Deposition of Joshua Mathiot taken in a cause pending in the Supreme Court of Union County in Ohio, wherein Robson & Broome is Plaintiff and David Witter is Defendant in pursuance of the notice hereto attached and at the time & place therein mentioned in presence of Robson & Broome the above Pltff –

The above named Joshua Mathiot of the County of Licking & State of Ohio of lawful age being first duly sworn by me as hereinafter certified deposes & says that some time in the year 1833 as near as deponent now recollects he purchased from the Pltff Robson & Broome a tract of land near Marysville in said Union County called the "Reserved lot" situated north of Mill creek and adjoining a tract of land owned by Deponent – Deponent agreed to pay said Broome Four Hundred & fifty dollars cash, and convey to him a certain lot in the town of Marysville for said tract of land – The cash to be paid & the lot conveyed as soon as said Broome would procure and deliver to Deponent a good and sufficient deed for said tract of land. – Deponent some time afterwards executed a deed to said Broome for said lot in Marysville, and forwarded it to his (Deponent's) agent Silas G Strong with instructions to deliver it to said Broome, and to pay him the said sum of $450.00 out of monies belonging to Deponent in his hands, whenever the said Broome would deliver to him as Deponent's agent a good & sufficient deed for said tract of land. – Sometime in the Spring of 1834 Deponent went to Marysville to attend

to this & some other business, and then found that his agent Silas G. Strong had received from said Broomé a deed for said tract of land which was wholly defective in the description of the land. This deed however had been placed upon record by Deponent's said agent, who had delivered to said Broomé the deed for the lot in Marysville, and the said Strong as the agent of Deponent had assumed to pay to David Witter the Deft in this cause (from whom the said Broomé had purchased the said tract of land) the said sum of $450.00 – Upon further examination Deponent ascertained that the said tract of land had been conveyed by Margaret Baily by her attorney Jno. H. Eames to the said David Witter by a like defective conveyance, this deed was on record, the deed from Witter to Broomé was not recorded, and deponent understood from all the parties concerned that a deed also defective in description had been executed by said Witter, but from some cause had not been delivered to said Broomé, or if delivered at all had been delivered to some third person as an escrow. – Deponent repeatedly called upon said Broomé & Witter in order to have the title to said tract of land perfected. said Witter never pretended to Deponent that he had delivered to said Broomé a deed for said land, – Deponent understood from him that he had delivered to some third person a deed for said land, to be delivered to said Broomé upon the happening of some contingency – he admitted that said deed was defective

and promised Deponent more than once that he would go to Urbanna and hand the attorney of Margaret Baly make a deed to him Correctly describing the land, so that he could make & deliver to said Broome a sufficient deed for said land, this has never been done so far as your Deponent is advised at present.—

Upon examination of Deponent's books and papers he finds this entry made at the time "Silas G Strong — ——— Dr.
By this amt assumed by him to David Witter on acc of Robson & Broome & in full payment for a tract of land purchased from him by J. Mathiot — ——— $450.00"
1834 Feby 27th."

The deed from Broome to Deponent for the tract of land before referred to was, (according to Deponent's recollection) at and time in the possession of Cyprian Lee of Marysville, where Deponent went with said Broome to examine said deed—

The Conversations above referred to between Witter & Deponent were after the deed from Broome to Deponent was placed on record.— And further deponent saith not.—

J. Mathiot

The State of Ohio Licking County ss

I Marlow McCaffee a Justice of the peace of Newark Township in said County do hereby certify that Joshua Mathiot was by me duly sworn to testify the truth the whole truth and nothing but the truth as a witness in the cause first above named and that the foregoing Deposition by him subscribed was reduced to writing by the said Joshua Mathiot

and taken at the time and place specified in the notice above attached and in pursuance thereof.

In testimony whereof I have hereunto set my hand and seal this 9th day of June A.D. 1838

Mahlon McCaffee Justice of the Peace (Seal)

Justice fees — $1.00
Witness fees — 50
$1.50 Paid by Plff

The State of Ohio Licking County ss

I Franklin Fullerton Clerk of the Court of Common Pleas of said County do hereby certify that the above named Mahlon M. Caffee before whom the foregoing deposition was taken was at the time of taking such deposition and now is an acting Justice of the peace within and for said County duly commissioned and sworn as the law directs

In testimony whereof I have hereunto set my hand and the seal of said Court at Newark the 9th day of June A.D. 1838

Franklin Fullerton Clerk &c

Clerks fees 50 cts Paid by Plaintiff

Robert T. Brown
v
David - Mitten } Chancery

Delaware County, Ohio -
June 7. 1840 -
Sup. Court -

Cause for decision on the Circuit
in the County of Union - and now by reason
that the Judges have an division in opinion
upon the matter, the cause on motion of the
defendant is reserved for decision at the term
of the court in Banc next to be held [illegible].

State of Ohio Delaware County ss -
I certify the above to be a true copy of the entry &c.

W D Heine Clerk

William Ward being duly sworn deposeth and saith that, by Mr Brooms request Mr Witter made a deed to him, Mr Witter wished to deed the whole at once in one deed he purchased the land of Broom, and Witter made the deed to fulfil that contract made between Broom and Deponent, he paid Witter five hundred and fifty Dollars for Broom the land so purchased was part of survey No 3301 known more particularly as lot No 5 in Margarit Bailys subdivision, I understood that Mr Witter chose to make a deed for all the land he had sold Broom at once I understood this from the conversation between Broom & Witter

William Ward

Sworn to and subscribed before me this 30th day of June 1838

Ira Wood, the Peace Justice of

P. L. Brooms
vs
Daniel Witter
Filed June 30. 1838
By consent of parties
Joseph Clerk Clerk

Wm Broome
vs
David Witter

Deposition to read in supreme court in said case

S B Johnson being duly sworn Deposeth and — — — —

Sayeth that soon after the term of the Supreme Court in Union County in 1837 he heard Mr Broome in a Conversation upon a one hundred Dollar note given by said Broome to David witter on which suit had been brought & trial then had at said Court in which there was some evidence examined concerning a deed of a tract of Land called the Reservation Mr Broome said that Mr Witter never Delivered him a Deed of said lot but that Stephen McLain was Dept Recorder & had to leave home & he (Mr McLain) left the Books & papers of the Recorder office in his (Broomes) hands & that in handling over the papers in said office he (Mr Broome) then had a Deed from Mr Witter to him (said Broome) of said Land

S. B. Johnson

Sworn to and subscribed before me this 30th day of June 1838

Ira Wood Justice of the Peace

R S Broom & David Witter In Union Supreme Court
Depositions of Ira Wood to be read in this cause

that some time in the year 1834 according to the best of his recollection, David Witter and Robson L Broom came to his house in the evening for the purpose of acknowledging a deed from David Witter to Robson L Broom for a piece of land east of Marysville known as the reserve lot, part of survey Belonging formerly to Margaret Baly the said David Witter signed the Deed and acknowledged it before me in Mr Brooms presence, he requested me to ride out to his house the next morning and take his wives acknowledgment, I did so and on my return I met Mr Witter, he charged me not to let Mr Broom have his deed but to take it to the Recorder and direct him to put it on Record, he repeated this several times on my return home Mr Broom came to me and requested me to give him the deed, I informed him what Mr Witters orders were he went away and appeared to be dissatisfied I went immediately and gave the deed into the hands of the Recorder—

Question by Compt Did you acknowledge the deed from Compt to I S Mathiot and from Witter to this Compt the same day the deeds being for the same land

I am of the opinion that Mr Broom did acknowledge a deed for the same land or a part of sd land To Mr Mathiott; I am quite certain that ~~the~~ I took his acknowledgment of ~~a~~ a deed the same evening ~~that~~, Mr Witter acknowledged his, to Broom, and further this deponent saith not

Ira Wood

Sworn to and Subscribed before me this 30th day of June 1838
Silas G. Strong Master Comr in Chancery

Ira Wood being duly sworn deposeth and saith that shortly after the trial of the cause in the supreme Court between Witter and Broome, I had a conversation with Broome concerning my testimony in said Court he stated to me that Stephen McLain was Deputy Recorder at that time and being about to leave home, Peyton B Smith the Recorder requested him Broom to take Charge of the Books receive Deeds &c, that on opening the Books he saw the deed referred to, and that he was confident the deed had not since been seen
The above is the substance of the conversation as near as I can recollect, at this time

Ira Wood

Sworn to & Subscribed this 30 Day of June 1838
Silas G Strong Master Comr in Chancery

Brown & Ohio Res. vs Bank

48

79

Not Recorded, because the papers taken away by the Supreme Court 2 or 3 years ago, have never been returned.

J. Cassil, Clerk,
By J. E. Wilson, Dep.

Dec. 21, 1842.

Union Sup. Court.

R. L. Broom
vs
Denio Bitter

Master's Report.

Master's
Report

Union County ss. Supreme Court Sept. Term 1840.

Robeson L. Broom
vs. } In Chancery.
David Witter

Thomas W. Powell the Special Master Commissioner to whom this cause was referred for the purpose of "taking an account between the parties of the amount due on the judgment" and "examining the title of said Witter to the premises, and ascertain if he can make a satisfactory title thereto." Now respectfully report:-

That he finds now due as principal and interest from the said Broom to the said Witter the sum of $ and $ costs.

That it appears that the premises in controversy is a part of Survey No 3351, which Survey containing 1087 acres, was patented to Stephen J. Mason assignee of Edward Dowse, May 7. 1800.

On examination of the Recorder's office the following named deeds in relation to the said premises are found recorded.

1. Record No. 1. page 15. Stephen J. Mason of Bonden County Virg^a to Joseph Scott of Philad^a & his heirs &c. deed in consideration of 5/ dated March 21st 1801, and acknowledged the same day before Daniel Bankle, Mayor of the Corporation of Georgetown in Maryland. This deed has no witnesses, is without covenants; no certificate of his being Mayor, and no Mayor or corporation seal.

2. Same book page 16. Joseph Scott of Phil^a to Francis Baily of Lancaster Co. Penn^a for $187. deed of the same land. Septem. 22^d 1801. without

Covenants. two witnesses. Acknowledged before John Inskeep; Mayor of Philadelphia. This deed is apparently good.

3. Same book page 17. deed March 15. 1813, Francis Baily of Phila. Printer & wife to Margaret Baily of Phila. single woman for $1.00, same land. Recites No covenants. 2 witnesses, acknowledged March 17. 1813. before John Baker Mayor of Philadelphia. Is in due form.

4. Book 2, page 301. Power of attorney of Margaret Baily to John N. James, full power of attorney as to east 2/3 of said tract, to survey, sell & receive pay, dated Sept. 6. 1827. 2 witnesses, acknowledged before Mayor of Cincinnati. In due form.

5. Same page 491. Margaret Baily by J. N. James her attorney to David Witter, deed in consideration of $213.75 for 85½ acres; dated Sept. 21st 1830. two witnesses. Acknowledged before Isa Dodd pus. peace of Union Co. In due form.

6 Book 4. page 82. Margaret Baily by J. N. James her attorney to David Witter for $450. deed for the reserve tract in the subdivision of the east 2/3 of Survey No. 3351, bounded on the West by Mathiott's line, and south & east by Mill creek; and also all that lot known as lot No. 2. containing the ford in the said Creek leading to the said reserve; and all that part of lot No. 5, not heretofore conveyed to said Witter. Covenants. dated Feby. 5. 1834. 2 witnesses. Acknowledged before Robert Caldwell pus. peace of Champaign Co. In due form.

The Master Comr. therefore finds that the claim of title of the said Witter to the land in controversy, perfect, unless it may be from an imperfect execution of the deed first above referred to, acknowl:

=edged before the Mayor of Georgetown. The Master has no evidence, that this deed, according to the laws of Maryland, could be good without witnesses, or that the Mayor had power to take the acknowledgement, or that it could be good without a seal of the Corpo=
=ration to the certificate.

There has been no evidence to show how the statute of limitations may affect the case; to show whether Mason or his heirs were or were not barred by the statute.

The Master submits to the Court, the question whether the deed of Mason to Scott can enable Witter to convey a perfect title or not.

Which is respectfully submitted.

J. W. Powell

Masters fees $8.00.

The counsel for defendant excepts to the report because the complainant Brown by and with covenants of warranty dated July 7. 1854 conveys the land in controversy to Johnson Mathiot and thereinafter a deed from the said Mathiot to the said Brown by which he is estopped to deny title and that the report of the master ought to be in their favor but was in favor of Brown.

F. Fisher for Dfts.

Union Supreme Court

Robson L. Broome

vs

Davis Miller

Filed June 30. 1838
by consent of the parties
Jas H. Gill Clerk

R S Broom
vs
David Witter

In Union Supreme Court In Chy
Deposition of A Hall taken to be read
in evidence in this cause

A Hall being duly sworn
Sayeth that a few days after the trial of the suit at
Law in the Supreme Court between Witter & Broome
this Deponent called upon said Broom as the
Atty of Witter & informed him (Broome) that Deponent
was authorized by Witter to say to him if he
would satisfy said Witter that the origl Deed
executed by Witter to Broome for the land in
dispute ~~was~~ had been destroyed & was not then
in existence — he said Witter would execute &
deliver to Broom another Deed of said
land. Said Broom assured that he would
or could ~~close~~ satisfy Mr Witter upon that subject — and that was all he wanted
I then requested a copy of the title Bond
executed by Witter to Broom at the same time
informing Broome that Witter would execute a
new Deed upon Brooms satisfying him as above
said Broom refused to give a copy or to the use
of the bond — stating as his objection that he wanted
a different description of the land from that
contained in the title Bond — The above is the substance
of the conversation held between Deponent & Broome
and further this deponent sayeth not

A Hall

Sworn to and subscribed before me
this 30th day of June 1838

Ira Wood Justice of the Peace

R S Broome
vs
A Witter

Replication

Filed 2 June
by consent of parties 3 Q. 1888
James H Gill Clerk

Robson & Broome } Supreme Court June Term 1838
vs } in Chancery
David Witter

And the said Compt comes and says that the matters and things set forth in his said bill of complaint are true in substance and matter of fact and that the matters and things set forth in the answer of the said David Witter, contrary thereto are untrue and that he is ready to make appear as by this Court shall be directed

by W C Lawrence
Compt Solr

1838

Clerk

ence Court

Filed June 28

James H. Gill

Union Cir

Answer on request of Defts

Counsel June 29 1838

J. H. Gill Clk

Union Supreme Court -

Robson & Brown

vs

David Witter

Strong

Dep.

after the said Note was Executed & this Deponent thinks upon Reflection & his best recollection that the Deed was not then Delivered but was to be on Written proving the acknowledgment of his wife but is not certain but is certain of Hearing Something said about Doct Woods going out to Mr Willson for that purpose Either had been or was going for that purpose I distinctly recollect that I paid to Mr Willson for Mr Broom $450 on a little Rising on his Land contract as the agent of J. Mathiot. This Deponant recollects that in 1833 it was thought that the Land over the creek would not hold out as much as had been thought & at other times it was thought it would over Run and that there have been two or three parted surveys — & During this period he frequently heard Mr Willson speak of the contract and say that he sold the Land for so much per Acre and at other times he said he sold the Lot for so much without regard to quantity — This Deponant is confident he was told Each Story more than once by Mr Willson but which was first he can not recollect

Question by Compt Had you Conversation with Deft respecting a tender to him by Complainant of the Money due on said Land Purchase if so please state it

Mr Willson some time in 1833 said to me that Mr Broom had been out to his house pretending to make a tendery of Money & shook a bag or Handkerchief at him — I Enquired why he did not Except the tender & remarked to him that by his own refusal his act might constitute it a Legal Tendery — his reply to my remark — I do not Distinctly recollect —

Silas G. Strong

Sworne to and subscribed after being Reduced to Writing by Deponent before me this 29 day of June 1838

Amos Turner J.P.

Saith - that Although he had some objections to said deed
some time in April May or June He does not now remember the
precise time He consented to the Exchange & Left with
Mr Lee the Deed from said Mathiot & ~~[illegible]~~ -
then received the Deed so Executed by said Broom
to said Mathiot - And caused the same to be put
on Record - This Deponant Saith that ~~the~~ certified
Copy of the Deed so Executed by said Broom to
said Mathiot - is hereunto attached - The same
being certified by Samuel Johnson Deputy for P B Smith
Recorder on the 16th January 1838 - Although this
Deponant was called upon & Testified to the best of
his then recollection that the Deed Left with Lee
& by him Delivered to said Broom at the Time was
one Executed by said Witter - Is at this time upon
a more Mature reflection Induced to think that
He was then Mistaken - This Deponant Saith that
He Heard Many things said by Mr Broom & Equally
Many by Mr Witter Of & concerning the said
Land contract & Deed &c &c but cannot distinctly
by recollect particulars further than stated
above This Deponant Saith that at the time as he be
lieves that said 100$ Note was Executed it being in Feby
1834 He was at the barroom of Stephen McLain & in
presence of R L Broom & David Witter and in their
presence conversation was had & Entered into by those
two with others & I then understood from that conversa
tion As I had before understood by conversations &
remarks of Both the parties that there was some -
Misunderstanding about the Land contract & Howmuch
the consideration was - And about the payment of
Interest after a certain Day in 1833 - but that the
Hundred Dollar Note was Executed in consideration
of a final Balance by agreement - This was as this
Deponant believes on the same Day or Next day

State of Ohio Union County ss.

Before me Ira Wood a Justice of the Peace in and for said County Personally Came Robson L Broom Signee to the within Deed of Conveyance and acknowledged the Signing and Sealing thereof to be his act and deed for the purposes therein Expressed - Given under my hand and Seal this 8th day of February AD 1834

Ira Wood Justice of the Peace

Filed and Recorded April 23. 1834

P B Smith Recorder

Recorders office Union County State of Ohio

I Certify the foregoing Copy of a Deed of Conveyance from Robson L Broom to Joshua Mathiot to be a Correct Copy of the original Record as Recorded in Volume 4th Pages 143 & 144 and Transcribed by me on this Sheet

In witness Whereof I have hereunto Subscribed my name and affixed my Seal of Office at Marysville this 16th day of January AD 1888

A.B. Johnson Dep for
P.B. Smith Recorder of
Union County Ohio

R L Broom
Deed
Joshua Mathiot
Recd Record

Know all men by these presents that Robson L Broom of Union County and State of Ohio for and in Consideration of the Sum of Five hundred and fifty Dollars Lawful money of the United States to him in hand paid by Joshua Mathiot of the County of Licking and State aforesaid the receipt of which is hereby acknowledged hath granted bargained and Sold and Conveyed and by these presents doth grant Bargain Sell and Convey and Release unto the said Joshua Mathiot his heirs assigns all of the following Piece of Military Survey No 3354 according to Sealed agreements of 5th of July 1832 and 2nd of February 1833 entered into by David Witter and Margaret Bailey and Sold by Solie Witter to said Broom by deed bearing date the 17th day of February 1834 known as all that Lot in Margaret Baileys Subdivision of the Eastern two thirds of said Military Survey known as the Reserve tract Bounded on the West by Mathiots Line and on the South and East by Milerick And all the Estate Right title Interest Claim or demand of the said Robson L Broom his heirs Executors and administrators forever and the said Robson L Broom for himself his heirs executors and administrators or assigns does Covenant and agree to and with the said Joshua Mathiot his heirs Executors and administrators that he has good Rightful power and lawful authority to Sell the ~~he aforesaid~~ premises in manner and form aforesaid and that he will warrant and defend the same against all Claims whatsoever In testimony whereof the said Robson L Broom has hereunto set his hand and seal this twentieth day of February 1834

Signed and Sealed
in presence of

Robson L Broom (Seal)

Ira Wood
Margaret Wood

Union Supreme Court

Robson L. Broom

v } Transcript

David Miller

Filed June 17. 1838

James H. Gill Clk S. C.

State of Ohio Union County ss

I Jas H. Gill Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entry and Decree are truly copied from the Journals of said Court entered april Term A.D. 1838 to wit

Robson L. Broom
v
David Miller

In chy:

This day came the complainant and Defendant by their counsel. and submitted this cause to the Court. and the Court being fully advised in the premises, do order adjudge and decree that the Injunction herein Granted be dismissed. and the Bill dismissed. and therefore the Court do further ~~adjudge~~ order adjudge and decree. that the Defendant pay to the complainant the sum of one hundred and seventy seven Dollars and ninety eight cents the amount stated by the injunction in the action for the recovery of money only. together with interest and costs and 5 per cent penalty thereon agreeably to the Statute in such case made and provided within ten Days, with interest thereon from this day And it is further ordered adjudged and decreed that Defendant within ten days pay Complainant full costs and in default of payment that execution issue therefor as in Judgments at Law And thereupon the Complainant Gives Notice of appeal

In Testimony whereof I have hereunto set my hand and seal of office this 19th day of May A.D. 1838

Jas H. Gill Clerk U.C.P.

38-SC-2

Union Common Pleas

Robson L. Brown

vs Appeal Bond

David Witter

Filed May 19th 1838

James R. Gill Clk

Know all men by these present that we Robson L. Broom William Sharp and Alen Pollock are held and firmly Bound unto David Miller in the penal sum of Three hundred and Eighty five Dollars To the payment of which well and truly to be made we do bind ourselves our heirs executors and administrators Jointly and Severally firmly by these presents sealed with our seals and dated this 18th day of May A.D. 1838

The condition of the obligation is such that whereas the above bound Robson L. Broom has taken an appeal from a certain Decree rendered against him in favor of the said David Miller in the Court of Common Pleas within and for the County of Union in the State of Ohio at the April Term thereof A.D. 1838 for the sum of one hundred and seventy seven Dollars & 98/100 Damages and fourteen Dollars 16/100 costs. To the Supreme court within & for the County aforesaid - Now if the said Robson L. Broom shall pay the full amount of the condemnation in said Supreme Court and Costs in case a ~~Judgment~~ Decree should be rendered therein in favor of the appellee then this obligation shall be voice. otherwise in full force and virtue in Law

Robson L Broom (Seal)

William Sharp (Seal)

A. Pollock (Seal)

Union Common Plead.

R. L. Broome
vs.
David Miller

Damages,	$230.00
Costs,	37.89½
Increase,	0.50
Writ,	0.41

Ret Nov 7. 1842 by
Order of Pltffs atty
W W Stule Shff

Fee	35
Writ	5
	40

Filed Nov. 7, 1842.
John Cassil, Clk
p.t.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court in Bank ~~Court of Common Pleas of said County~~, begun and held at the Court House in Columbus ~~Marysville~~, on the Sixth day of December, A. D., 1841, David Witter

recovered against ~~David Witter~~ Robson L. Broome

as well the sum of Two Hundred and Thirty dollars ~~and~~ ~~cents~~, for his damages, as the sum of $ 37.59½ for his costs and charges in that behalf expended, as of record is manifest. You are there-
(said judgment having been remanded for Execution,)
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

Robson L. Broome,

you cause to be made the damages and cost aforesaid with interest thereon from the Sixth day of December, A. D., 1841, until paid. Also, the sum of $ 0.50 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said David Witter.

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

WITNESS ~~JAMES H. GILL~~ John Cassil pro tem., Clerk of said Court, at the Court-House aforesaid, this third day of October, A. D., 1842.

Attest: John Cassil, CLERK, pro tem.

Union Common Pleas.

David Witter
Robson adt. L. Broome.

Damages,	$230.00
Costs,	37.37½
Increase,	1.31
Int,	0.41

Alias Fi. fa.

Recd this writ March 1st 1843. No Goods, Chattels or tenements found. Wherein to Levy Oct. 18. 1843.

Wm W. Steele Shff

Fees — 35
Poll — .05

Fd. April 19th 1843
John Caspie Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a ~~Court of Common Pleas of said County~~ Supreme Court in Bank, begun and held at the Court House in ~~Marysville~~ Columbus on the sixth day of December A. D., 1841 David Witter

recovered against Robson L Broome

as well the sum of two hundred and thirty dollars and ~~cents~~, for his damages, as the sum of $ 37 59½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Robson L Broome (said judgment having been remanded for execution) as before we have commanded you

you cause to be made the damages and cost aforesaid with interest thereon from the sixth day of December A. D., 1841. until paid. Also, the sum of $ 1, 31 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said David Witter

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

WITNESS ~~JAMES H. GILL~~ John Caspil, Clerk of said Court, at the Court-House aforesaid, this first day of March A. D., 1843

Attest:

John Caspil CLERK.

Union Common Pleas

Robson L. Broom

v Special m and

David Weller

Filed July 28. 1842

James H. Gill Clerk

Not

The State of Ohio Union County s.s.
To the Court of Common Pleas within and for the said County of Union Greeting
We command you that you David Miller to have Execution of a certain Decree rendered in his favor against Robert L. Broom by our Supreme Court within and for the said County of Union on the day of Oc A.D. 1842 for the sum of $230.14 Damages and $37.57½ costs

Witness James H. Gill Clerk of said Supreme Court this 28th day of July A.D. 1842

James H. Gill Clerk

Brown
v
Curtis
Papers for Record

James Gill Clerk of the
Court of Common Pleas
of Union Coun Ohio

Filed June 29. 1838
James H. Gill Clk

38-SC-3

No.

Union Common Pleas Court

Clinton Bank of Columbus
Plaintiff,

against

Silas G. Strong
Defendant.

JUL TERM. 1840

Decree for Plaintiff

SC

Journal 3 2 Page 3 0 2 2 3 9

Record No Record. Page

Ex. Doc. 1 Page 5-5-4

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Filed April 25, 1848
John Cassidy Clk

The President Directors & Company
of the Chester Bank of Pennsylvania
vs
Silas G. Strong —

Release as per —

Issue execution on this
release =

N. Dennison
Atty for deft

To Clerk. Union Com pleas.

April 25. 1848.

Union Superior Court

Clinton Bank

vs

Silas G. Strong

Filed July 6. 1840

Jas. H. Eice Clk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County greeting

We command you that you cause The President Directors & Co of the Clinton Bank of Columbus to have Execution of a certain decree rendered in their favor against ~~the said~~ Silas G. Strong by our Supreme Court within and for the said County of Union on the 27th day of June A.D. 1840 for the sum of Eleven hundred and eighty eight dollars 23/100 damages and the further sum of one hundred and eighteen 23/100 Dollars penalty and the sum of $33.42¢ and the further sum of $18.80¢ costs herein expended

Witness James H. Lee Clerk of the Supreme Court aforesaid this 6th day of July 1840

Jas H. Lee Clerk

2 - 554

Union Common Pleas

Clinton Bank of Columbus
vs
Levi G. Strong

Damages $1188.23
Penalty 118.23
Costs at law 33.42½
Chancery costs 18.80½
Increase - 61.49
Int 41

Filed Nov 20, 1849
James Kilbreth Clerk

Fi Fa Term 1849

Levied on Lots &c
Union County

Accorded

S. Brush

Received this writ September 6. 1849. In obidience to the with=in command I duly advertised ~~the within~~ the three lots of 119 acres each first within described, by publication in the Marysville Tribune a News=paper published and in general circulation in Union County, for at least 30 days previous to the day of sale, I afterwards, to wit: on the 20th day of November A.D. 1849. (it being the day I advertised the same to be sold) between the hours of ten O. clock O. clock A. M. and four O. clock P. M. offered the 3 lots first within described for sale by public auction at the door of the Court house in said County, and sold to Andrew Newland the lot of 119 acres first within described for the sum of $300.00 he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof; and sold to the President & Directors & Co of the Clinton Bank of Columbus the lot of 119 acres secondly within described for the sum of $238.00 that being two thirds the appraised value thereof. they being the highest and best bidders therefor and sold to Levi Lane the lot of 119 acres thirdly within described for the sum of $267.75 he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof.
The two lots of 119 acres each lastly within described not offered by order of the Plaintiffs there being prior judgment liens more than sufficient to exhaust the same.

Fees = mileage 05
service 35
advertising 25
Pr fee 5.12
Poundage 9.35
15.12

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Silas G. Strong Court.

part of Survey No 2832. One Lot containing 119 acres begining at 2 Beeches and a Lynn South east corner of the Original Survey North 83 degrees west 138 poles to a beech and hickory. thence north 7 degrees East 138 poles to a black ash. thence South 83 degrees East 138 poles to a sugar tree hickory and beech thence South 7 degrees West 138 polls to the begining One other Lot in Same Survey. Containing 119 acres. begining at a sugar tree hickory and beech in the East line of Said Survey. thence north 83 degrees West 138 poles to a black ash. thence north 7 degrees East 138 poles to 2 sugar trees and ironwood. thence South 83 degrees East 138 poles to an Elm and Maple. thence South 7 degrees West 138 poles to the begining. One other Lot in Said Survey. Containing 119 acres begining at an Elm and Maple in the East line of Said Survey thence north 83 degrees west 138 poles to 2 sugar trees and an ironwood. thence north 7 degrees. East 138 poles to 2 Elms and a beech. thence S. 83 degrees East 138 poles to 2 sugar trees and a hickory N. East Corner to Said Survey. thence S. 7 degrees. west 138 poles to the begining. Also One other Lot in Said Survey Containing 119 acres, begining at 2 Elms and a beech in the north line of Said Survey. thence South 7 degrees West 138 poles to 2 sugars and an ironwood. thence ~~South~~ 83 degrees west 138 poles to 3 beeches. thence north 7 degrees. East 138 poles to a hickory and Elm in the north line of Said Survey. thence South 83 degrees. East 138 poles to the begining. Also One other Lot in Said Survey Containing 119 acres begining at a black ash N. east. Corner of a Lot Conveyed to John Perkins. thence with his line north 83 degrees west 138 poles to a burr oak and water beech. thence north 7 degrees East 138 poles to 3 beeches. thence South 83 degrees East 138 poles to 2 sugars and ironwood. thence South 7 degrees west. 138 poles to the Begining. Said 5 Lots aforesaid Containing 595 acres

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The President Directors an Company of the Clinton Bank of Columbus.

the sum of Eleven Hundred & Eighty eight ——— dollars and Twenty three cents ~~for~~ the amount of a decree heretofore rendered in the Supreme Court of Said County on the 27th day of June 1840. Upon a certain Judgment ~~for~~ ~~costs, with interest thereon from the day of~~ heretofore rendered in the Court of Common Pleas, of the County aforesaid in favor ~~A.D. 184 until paid, which late in our said Court the said~~ of the said President Directors & Company of the Clinton Bank of Columbus and against Said Strong & others, and interest thereon (after deducting the sum of $47 84/100) ~~recovered against the said~~ also the sum of $118 23/100 penalty. together with $33.42½ for Costs at Law, and $18.80½ Chancery Costs with interest thereon from the 27th Day of June 1840 until paid ——— as of record is manifest. Also, $ 61.49 ——— increase of costs, and the accruing costs.

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

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

Witness, ~~JOHN CASSIL~~ James Kirkadoff, Clerk of said Court at the Court House in Marysville, this 6th day of September A.D. 1849

James Kirkadoff Clerk.

534

Clinton Bank Ref Columbus

vs

Silas G Strong

Damages —	$1188.23
Penalty	118.23
Costs at Law	33.42
chy costs	18.80½
Increase costs	77.02
writ	.41

Cr. Nov 20/49 - $805.75

Filed April 18, 1850
Lat Kirkadall Jr clerk

Recorded

Received this writ January 26. 1850.
Returned by order of Plaintiffs attorney without
advertising.
Philip Sniden Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Silas G Strong Court.

part of Survey No. 2832. one lot of land containing 119 acres begining at 2 elms and a beech in the north line of said survey thence south 7 degrees west 138 poles to 2 sugars and an iron wood thence north 83 degrees west 138 poles to 3 beeches. thence north 7 degrees east 138 poles to a hickory and elm in the north line of said survey thence south 83 degrees east 138 poles to the begining. also one other lot in said survey containing 119 acres begining at a black ash N. east corner of a lot conveyed to John Perkins. thence with his line north 83 degrees west 138 poles to a bur oak and water beech. thence north 7 degrees east 138 poles to 3 beeches thence south 83. degrees east 138 poles to 2 sugars and ironwood. thence south 7 degrees west 138 poles to the begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The President Directors & Company of the Clinton Bank of Columbus

the sum of Eleven Hundred & eighty eigh ——— dollars and twenty three cents for the amount of a decree heretofore rendered in the Supreme court of said county on the 27th day of June 1840. upon a certain judgment ~~therefore~~ ~~claiming, besides the debt,~~ rendered ~~costs, with interest thereon from the~~ in favor of the said President Directors & company of the Clinton Bank of Collumbus & against the said Strong & others ~~(A.D. 184~~ ~~until paid, which late in our said Court the said~~ (by ~~us~~ interest thereon (after deducting the sum of $47 84/100) also the sum of $118 23 penalty together with $33.42½ for costs at law & $18.80½ chancery costs with interest thereon from the 27 day of June 1840 until paid. ~~recovered against the said~~

as of record is manifest. Also, $ 77.02 ——— increase of costs, and the accruing costs.

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

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

Witness, James Kirkpatrick for ~~JOHN CASSIL~~, Clerk of said Court at the Court House in Marysville, this 26th day of January A.D. 1850.

James Kirkpatrick for Clerk.

No. 38-SC-4

Union Common Pleas Court

Elisha White
Plaintiff,

against

Peyton B. Smith et al
Defendant.

JUN TERM. 1840

Judg. for Defendant
$224.38

Journal SC 1 Page 47

Record No. 1 Page 171

Ex. Doc. 1 Page 194

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Supreme Court

Elijah White

vs

P. B. Smith - Wm. Sharp
and David Witter

Filed July 6th 1840

Nat. H. Gill Clk.

State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting
We command you that you cause Elisha White to have execution
of a certain Judgment rendered in his favor against Peyton
B. Smith Wm Sharp and David Miller by our Supreme Court
within and for said County of Union on the 27th day of June
A.D. 1840 for the sum of $224.38 cents damages & penalty thereon
and the sum of $9.52¼ costs in the Court Com Pleas and the further sum
of $7.60 costs herein expended

Witness James H. Lee Clerk said Court
this 6th day of July A.D. 1840

James H. Lee Clerk

No. 38-SC-4

Union Common Pleas Court

Elisha White
Plaintiff,

against

P. B. Smith et al
Defendant.

JUN TERM. 1840

Judg. Pr. Defendant
$224 30/"

Supreme Court

Journal 1 Page 47

Record No. 1 Page 171

Ex. Doc. 1 Page 194

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Common Pleas

P. B. Smith et al

To } Appeal Bond

Elisha White

Filed august 11th 1838

James H. Gill Clk

Recorded

Know all men by these presents that we P. B. Smith William Sharp and Robert L Broome are held and firmly bound unto Elisha White in the penal sum of Five hundred Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 11th day of August A.D. 1838

The condition of the above obligation is such that whereas the said Peyton B. Smith ~~has taken~~ and William Sharp have taken an appeal from a certain Judgment rendered against them David Witter in favor of the said Elisha White in the Court of Common Pleas in and for the County of Union in the State of Ohio at the July Term thereof A.D. 1838 for the sum of one hundred and ninety three Dollars and fifty cents Damages and nine Dollars twenty seven and a half cents Costs To the Supreme Court within and for the County aforesaid. Now if the said P. B. Smith and William Sharp shall pay the full amount of the condemnation in said Supreme Court and Cost in case a Judgment shall be rendered therein in in favor of the appellee then this obligation shall be void otherwise in full force and virtue in Law

P B Smith (Seal)
William Sharp (Seal)

Robert L Broome (Seal)

Union Supreme Court

Elisha White
vs
Transcript
Peyton B. Smith
& other

Filed May 13. 1839

James H. Lieck clk

193.50
116.100
16
23.22
8
22.74

1/2
96.75
96.75
213
26128
19350
22425
8
22.43

Amt 2

193.50
5
9.67

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entry and Judgment are truly copied from the Journals of said Court to wit

Elisha White
vs
Peyton B. Smith
Wm Sharp and
David Miller

} Assumpsit. July Term 1838

This day came the Plaintiff by his Attorney and the defendants though solemnly called came not ~~whereupon~~ but made default Whereupon It is considered that the said Plaintiff ought to recover his damages by reason of the premises and neither of the parties demanding a writ of inquiry and the Court being fully advised in the premises do assess the damages of the said Plaintiff to one hundred and ninety three Dollars and fifty cents – It is therefore considered that the said Plaintiff recover of the said defendants the said sum of $193.50/100 dollars his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to $8.27½ Eight Dollars and twenty seven and a half cents

Notice of appeal by defts

Given under my hand and seal of office this 13th day of August A.D. 1838

James H. Gill Clerk

E White
vs
P. B Smith
Precipe
Filed April 17th 1838
James H. Gill Clk

Elisha White
vs
Peyton B. Smith
William Sharp and
David Witter

In Assumpsit
Damages $250.00.

Issue summons returnable on the first day of next term, Endorse suit B not on a note of hand given by defendants to plaintiff for one hundred and ~~forty~~ eighty dollars with interest dated the 13th of April 1837 and due twelve months after date, also for goods sold and delivered &c

John Lawrence
atty for Pltff

Clk of Com Pleas
Union County
April 17. 1838

E White
vs
P B Smith et als

Declaration

Filed April 21th
1838
James H. Gill Clk

Amt Due July 13. 1838
is $193.50
Cost bill made

Amt due June 27. 1840
214.65
5 prct
on Judg 9.67
$224.32

State of Ohio
Union County ss

April Term Court of Common Pleas
Union County in the year 1838

Elisha White Complains of Peyton B Smith William Sharp and David Witter in a plea of assumpsit for that whereas the said Defendants on the 13th day of April in the year one thousand eight hundred and thirty seven at the County aforesaid made their promisory note in writing and delivered the same to the plaintiff and thereby promised to pay the said Elisha White or order one hundred and eighty dollars twelve month after date (with interest) which time has now elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof yet the said Defendants have disregarded their promises and have not paid said sum of money or any part thereof to the damage of the said Elisha White five hundred and fifty dollars and thereupon he brings suit &c

John Lawrence
Atty for Plff

11

180
6
10.80
270
13.50
180
193.50

T. J. Smith
Not
$180.00

Twelve months after date we promise to pay Elisha Corbett or order one hundred and eighty dollars negotiable for value received April 13th 1837

P B Smith
William Pharr
David Witter Security

180
6
10.80
3
32.40
2.25
34.65
180
214.65

90
90
45
2.25

111. 112

Union Com. Pleas

Elisha White

vs } No 23

P. B. Smith Wm Sharp

and David Witter

damages	$224.38
costs	15.88
Execute	3.98
writ	35
	244.59
Service — —	35
Milage — —	40
Advertising — —	1.00
	1.75

Filed Dec 3. 1840

James H. Fee Clk

Advertised for sale Dec. 2nd 1840.

Dec 2 1840 Demanded of Defendant

Witter the property but found none

W H Steele Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marysville on the 27th day of June A. D., 1840

Elisha White

recovered against Peyton B. Smith William Thorp & David Witter

as well the sum of Two hundred and twenty four dollars and thirty eight cents, for his damages, as the sum of $15,88 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Peyton B. Smith Wm Thorp & David Witter which you hold upon a former Levy made and which yet remain unsold as you certify to wit 1 cow & yoke oxen 6 young cattle 2 horses & one wagon you cause to be made the damages and costs aforesaid, with interest thereon from the 27th day day of June A. D., 1840, until paid. Also, the sum of $3.98 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Elisha White

The above judgment having been remanded to the Court of Com Pleas of Union County for Execution

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this Sixteenth day of Nov.

A. D., 1840

Attest: James H Gill CLERK.

Union Com. Pleas

Elisha White

vs } No. 25

Peyton B. Smith

William Sharp &

David Witter

damages $224.38

costs 15.88

writ .41

Serv — 34

Levy — 35

Mil — 100

Adv 187½

$9,57½

.41

Filed Oct 6. 1840

Jas. H. Gillett

3.98

Filed August 30th 1840 Sept 22nd Levied upon 7 Cows & yoke of Oxen 6 young Cattle 2 Horses and one Wagon Sheriff to sell on the 3d Day of Oct ~~[illegible]~~ thereafter for Sale and found no bidders

E Claudy Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you that of the goods and chattels and for want
thereof of the lands and tenement of Peyton B. Smith
William Sharp and David Witter you cause to be made
the sum of Two hundred and twenty four dollars and
thirty Eight cents damages and penalty and the further
sum of $15.88 costs which by the Judgment of our Supreme
Court within and for the County aforesaid at the June term
thereof A.D. 1840 Elisha White recovered against the
said Peyton B. Smith William Sharp and David Witter
with interest thereon from the 27th day of June A.D. 1840
until paid (the said Judgment having been remanded for
Execution) and have said moneys before our said Court
of Common Pleas on the first day of next Term to render
unto the said White and have you then there this writ
Witness James H. Gill Clerk of said Court
at Marysville this 29th day of August. 1840

James H. Gill Clerk

Ex doc No. 1 Page 49

Union Com Pleas.

Elisha White
vs
P B Smith
Wm Sharpe and
David Witter

Judgt SC / $221.38
Costs -- 15.88
Increase - -- 4.39
Writ :41

Cr. By judgment in favor of White in full
Cr. by Docket fee

Recd this writ Octobr 27. 1843. no personal property from whereon to levy Oct 7. 1843
W. W. Steele Sheff Wbs

Lev — 35
Mile 25
$ .60

Filed October 19th 1843
John Cupid Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marrysville on the 27th day of June A. D., 1840 Elisha White

recovered against Peyton B Smith William Sharp & David Witter

as well the sum of Two hundred and twenty four dollars and thirty eight cents, for his damages, as the sum of $ 15.88 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded as we have heretofore commanded you that of the goods and chattles, and for want thereof, of the lands and tenements of the said Peyton B Smith Wm Sharp & David Witter

you cause to be made the damages and costs aforesaid with interest thereon from the 27th day of June A. D., 1840, until paid. Also, the sum of $ 4.39 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Elisha White

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 25th day of September A. D., 1843.

Attest: John Cassil CLERK.

Elisha White
vs
P. B. Smith &
David Wittle &
Wm Thorsh

Judgment in the Mon
Com Pleas

issue execution that ~~that~~ the
costs unpaid in this case
may be made Wm Lawrence atty
August 10, 1843 for pltff

Elisha White
vs
P. B. Smith et als

Summons

Suit Brot on note of hand given by Defendants to Plaintiff for one hundred and eighty Dollars with Interest dated the 13th of April 1837 and due twelve months after date also for goods sold and delivered &c

John Lawrence
Atty for Plff

Served by delivering to each Defendant a certified copy
April 18th 1838 R Clark Sheriff.

Serv ——— 75 Filed April 19th 1838
Mil ——— 20 James McGill Clk
3 Copys ——— 45
1 40

State of Ohio Union County ss

To the Sheriff of said County Greeting
We command you to summon Peyton B. Smith
William Sharp and David Witter to appear
before our Court of Common Pleas within
and for the County aforesaid at the Court
House in said County on the 20th Inst
to answer unto Elisha White in a plea of assumpsit
Damages $250.00 and have you then there this
Writ Witness James H. Gee Clerk of the
Court of Common Pleas within & for said County
this 17th day of April 1838

James H. Gee Clerk

No. 39-SC-1

Union Common Pleas Court

Roxana Davis
Plaintiff,

against

Luther M. Davis
Defendant.

JUN TERM. 1840

Journal SC 1 Page 53

Record No. No Record. Page

Ex. Doc. Page

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Supreme Court

Roxana Davis

vs } Sub

Luther M. Davis

Service — 75

Mil — 25

$1,00

Filed June 27. 1840

James H. Lee Clk

The State of Ohio Union County ss

To the sheriff of said County Greeting

We command you to summon Elizabeth Elliott Elizabeth Wallbridge Ambrose Mekee Mains Watson Samuel B. Johnson & Andrew Bowman to appear forthwith before the Supreme Court within and for said County to testify and the truth to speak in behalf of Roxana Davis in a case in said Court pending when in said Roxana Davis was Plaintiff and Luther M. Davis is deft and have you then there this writ

Witness James H. Gill Clerk of said Court at Marysville this 27. 1840

James H. Gill Clerk

Served by Reading E Elliott E Wallbridge A Mekee M Watson S B. John — A Bowman not found

R Clark Sheriff

Union Supreme Court

Lutter M. Davis
vs
Roxanna Davis

Filed June 19. 1839
James H. Lin Clk

2/325
162.5-11
3
159 5-0

Luther M. Davis
adv
Roxana Davis

In Union Superior Court

The Clerk will issue subpoenas for Hannah Maker and Mrs Hartwell ~~to appear at June term of this Court~~

Isaac Davis and Samuel Pope

Luther M. Davis

Supreme Court

Roxana Davis &
Sarah B. Hagar &
vs
Husband

Rec'd of Publication

Filed June 26th 1840

Sal. H. Gill Clk

State of Ohio
Union County ss

Personally appeared Robert McBratney who being duly sworn deposes and says that the appended notices were regularly published for two months in "Our Freedom" a weekly news paper published in Marysville Union County Ohio and of general circulation there in. Between the 22nd of April 1839 and the 27. of June of the same year. And further saith not

R. McBratney

Sworn to and subscribed this 26. day of June 1840 before me

Otway Curry
Mayor of the Town of Marysville

Petition for Divorce.

STATE OF OHIO, UNION COUNTY
SUPREME COURT,
JUNE TERM, 1839.

Roxana Davis vs. Luther M. Davis, } *Petition for divorce.*

ON the 22nd day of April instant, 1839, said Roxana Davis filed her petition in the Clerk's Office of the Supreme Court in and for Union County, praying to be divorced from her said husband, Luther M. Davis, charging therin for cause amongst other things, extreme cruelty, and willful and unexplained absence for more than three years last past.

Notice is hereby given to said defendant to appear at the next term of said Court, to be holden on the 26th of June next, as the said petition and allegations therein set forth will come on for hearing.

J. H. GILL, Cl'k of
Supreme Court of U. Co. O.
WM. C. LAWRENCE Sol.
for Petitioner

April 22, 1839. 13*9t

Petition for Divorce.

STATE OF OHIO, UNION COUNTY,
SUPREME COURT,
JUNE TERM, 1839.

Sarah Kazar, vs. Samuel Kazar, } *Petition for Divorce.* Continued from the last term of said Court.

NOTICE is hereby given to said Samuel Kazar that the petition of the said Sarah Kazar remains on file in the Clerk's Office of the Supreme Court of Union County, in which among other things for cause of divorce is charged against said defendant willful, continued, and unexplained absence for more than three years last past before the filing of said petition, entire neglect of duty, extreme cruelty, &c, and that the same will be disposed of at the next term of said court to be holden on the 26th day of June next.

JAS. H. GILL, Cl'k of the
Supreme Court of U. Co.
WM. C LAWRENCE Sol. for
Petitioner.

April 22d, 1839. 13tc

Union Supreme Court

Roxana Davis

vs

Lathur M. Davis

Filed June 27. 1840

James H Gill Clerk

Roxana Davis
vs
Luther M Davis

Union Supreme Court June term 1870

Clk will issue subpoenas for Elizabeth Elliott Elizabeth Walbridge Ambrose Meeker Marius Mason Saml B Johnson and Andrew Bowman forth with returnable

W. Lawrence Sol for Compt

Union Supreme Court

Lettice M Davis
adm } Libel

Roxanna Davis

Serv — 50
Mil — 10
60

Filed June 26. 1839
James H. Gill Clk

Issued by Deed Poll to Roxanna
Melvin & Sarah Bennett Heirs
Davis & Samuel Pope not found
Cert Therefor

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Hannah Michael and Mrs. Isaac Davis Samuel Pogue Hartwell to appear before our Supreme Court within and for the County aforesaid at the Court House in Marysville on the the 26th Inst to testify and the truth to speak on behalf of Luther M. Davis in a matter in said Court pending wherein Roxana Davis is complainant and said Luther M Davis is defendant and this they shall in no wise omit under the penalty of the law and have you then there this writ

Witness James H. Gill Clerk of said

this 19th day of June A.D. 1839

James H. Gill Clerk

Supreme Court June T. 40

Roxana Davis

vs } Summons

Luther M. Davis

Filed June 1st 1840

Jno. W. Gill

Served by delivering a copy of this writ to Defdt. also by leaving a copy of the amendment of the original Petition for a Divorce with the said Defdt on the 23d day of April 1840

P. Brunker

Sheff D. C.

$291 - - $2.50

Recd. the above fee of

L. Mack

P. Brunker

The State of Ohio Union County ss.

To the sheriff of Delaware County Greeting: — We command you that you summon Luther M. Davis to appear before our Supreme Court of the County of Union at the Court House on the 2nd day of June 1840. to answer ~~a petition in bl~~ an amendment to a petition prefered against him by Roxana Davis and this he shall in no case omit under the penalty of one thousand dollars: and have you then there this writ:

(Witness James H. Gill clerk of the supreme Court within and for the said County this 21st day of April A.D. 1840.

Ja H Gill clerk

Union Superior Court

Roxana Davis
vs
Luther M Davis

Petition for divorce

Filed April 22. 1839
James H. Lick Clk

To The Honorable the Judges of the Supreme Court of the State of Ohio Sitting in and for the County of Union

Roxana Davis and a natives and at all times since a Resident of said State respectfully would represent that on the 12th day of December in the year 1830 in the County of Delaware and State aforesaid She was legally married to one Luther M. Davis that thence she became his wife and continues as such untill this moment in the free and faithful discharge of all the important duties incident to her station in all due love affection and obedience, in all things towards her said husband. That they first removed to Licking County and lived there in health prosperity and happiness for about one year that thence they removed to this County and Town of Marysville where where your petitioner has ever kept her home. That they continued to keep house and enjoyd the mutual confidence and esteem and love of each other untill the winter of 1836 that about that time said Luther M Davis became involved and embarrassed in his circumstances and by an unfortunate Steam Mill project and in February of that year left this County secretly and without the knowledge or counsel or consent of your petitioner and was followed and brot back by one of his creditors and remained here about two weeks and then left again, that at that time your petitioner had no other desire than to go with him preferring his company and protection to all other earthly considerations That said Luther when he left your petitioner left her entirely without a home or friends here other than her Broth in Law Ambrose Drecker. and not one cent of money for the support of her self or our little daughter Sarah Elizabeth which is our only child and near seven years old at this time so this your petitioner did not object as she never that he himself was without means, that said Luther promised to write when he last left home and remit by mail for our comfort, and Especially to inform me as to his residence

health and business and prospects, but never wrote one word to your petitioner since he left in the month of March and abot the beginning of that moth in the year 1836 Nor has he contributed to the amount of one cent for the comfort support or maintanance of your petitioner and our little daughter aforesaid since that time now more than three years neither in clothing board tuition or otherwise, That said Davis went in March aforesaid as your petitioner is informed to St Louis Mo. and continued there and on the Mississippi and Ohio rivers following the business of a gambler to the entire neglect of his trade (a brick layer) or other business untill about 20 months after his departure when in the month of Nov. 1839. that he then returned to delaware County to the residence of his father paping thro this neighborhood without so much as speakeing or calling to see his wife or daughter, That as your petitioner is informed he returned entirely broken down in his constitution and health and infected with disease entirely at variance with morality in its inception and especially so with the marriage contract, That he remaind there about six months and then still bearing a very unusually lean and emaciated appearance for him called as he said to see his daughter one sunday after noon and staid about an hour not more, he said that he did not intend to keep house again and had not called to request me to live with him he said he would take the little girl and keep her this he did not do and from this I saw no more of him untill about the month of Nov last when he again called and made a like visit and continued to say that he would not again live with me, your petitioner would here charge that in saying so to her he said further never gave any reason for so saying and so neglecting his family by any finding of fault with the character or conduct of his said wife But seems to have come to this state of mind by an entire abandonment of his duty as a husband and father

at the time aforesaid being the 2nd and last time your petitioner has seen her said husband now for more than three long years said Luther said that he was then going he knew not where but probably to Texas, and since of him your petitioner knows nothing by report no otherwise, Your petitioner therefore charges further that his conduct and entire neglect and continued wilful and unexplained absence for more than 3 years is extremely cruel unjust and contrary to intent of the marriage contract and in direct violation of the obligations of a husband and father

Your petitioner therefore prays that on the hearing of this case your Honors would order adjudge and decree said marriage contract dissolved and both parties released from the obligations thereof, by the granting your petitioner a divorce, Your petitioner asks not for alimony but she does further and devoutly pray the guardianship of her said daughter Sarah Elizabeth and as in duty bound she will ever pray &c

Roxana Davis By
to C Lawrence her Sol

Filed April 21 - 110

Jas. W. Gill Clerk

To the Honorable the Judges of the Supreme Court in Session Roxana Davis a resident as heretofore in her original Petition to your Honors prays that this Supplement may be taken as an amendment and part of her application and petition heretofore filed and now pending before your Honors for a divorce from Luther M Davis

The said Petitioner further charges that the said Luther on or about the 20th day of October in the year 1835 at the Town of Marysville in the said County of Union and at the Brick Tavern did commit adultery with one Betsey Walbridge a hired girl about his house which fact came to the knowledge of your petitioner by the confession of said Betsey and other facts which after the said Luther abandoned had gone and abandoned your petitioner his wife And your Petitioner would further charge the said Davis with the same matrimonial crime with divers other person at times and places and with persons unknown to your Petitioner but which she believes she is able to substantiate before your honors and praying relief as ~~in~~ heretofore in her original bill your Petitioner as in duty bound will ever pray &c

By W C Lawrence her atty
for Roxana Davis

from the obligations thereof by the granting your petitioner a divorce. Your petitioner asks not for alimony but she does further and dutifully pray the Guardianship of her said daughter Sarah Elizabeth and as in duty bound she will ever pray &c

Roxana Davis By
W. C. Lawrence her atty.

Hancock Superior Court
Roxana Davis
vs
Libelant vs Davis
Petition for Divorce
Filed Dec. 22. 1839
Geo. H. Lincoln Clerk

Copy
Geo. H. Lincoln Clk

To the Honorable the Judges of the Supreme Court of the State of Ohio in Session in and for the County of Union Roxana Davis a native and at all times since a resident of said State respectfully would represent that on the 12th day of December in the year 1830 in the County of Delaware and State aforesaid She was legally married to one Luther M. Davis. that thence She became his wife and continued as such until this moment in the full and faithful discharge of all the important duties incident to her station in all due love affection and obedience in all things towards her said husband that they first removed to Licking County and lived there in health prosperity and happiness for about one year. that thence they removed to this County and town of Mansfield where your petitioner has ever kept her home. that they continued to keep house and enjoyed the mutual confidence and esteem and love of each other until the winter of 1836- That about that time said Luther M Davis became involved and embarrassed in his circumstances and by an unfortunate Steammill project and in February of that year left this County secretly and without the knowledge counsel or consent of your petitioner. and was followed and brought back by one of his creditors and remained here about two weeks and then left again and at that time your petitioner had no other desire than to go with him preferring his company and protection to all other earthly considerations- That said Luther when he left

that he remained there about six months and then still bearing a very lean and emaciated appearance for him. called as he said to see his daughter one Sunday afternoon and stayed about an hour not more he said that he did not intend to keep house again and had not called to request me to live with him he said he would take the little girl and keep her. this he did not do and from this I saw no more of him until about the month of November last when he again called and made a like visit and continued to say that would not again live with me. your petitioner would here charge that in saying so to her he (said Luther) never gave any reason for so saying so neglecting his family by any finding of fault with the character or conduct of his said wife but seems to have come to this state of mind by an entire abandonment of his duty as a husband and father At the time aforesaid being the second and last time your petitioner has seen her said husband no for more than three long years. said Luther said that he was then going he knew not where but probably to Texas and since of him your petitioner knows nothing by report or otherwise Your petitioner therefore charges further that his conduct and entire neglect and continued wilful and unexplained absence for more than three years is extremely cruel unjust and contrary to intent of the marriage contract. and in direct violation of the obligations of a husband and father. Your petitioner therefore prays that on the hearing of this case your honors would order adjudge and decree said marriage contract dissolved and both parties released

your petitioner left her entirely without a home or friends here other than her brother-in-law Seabrose Mucker and not one cent of money for the support of herself or her little daughter Sarah Elizabeth which is our only child now seven years old at this time to this your petitioner did not object as she knew that he himself was without means that said Luther promised to write when he last left home and remit by mail for our comfort and especially to inform me as to his residence health and business and prospects - But never wrote one word to your petitioner since he left in the month of March about the beginning of that month in the year 1836. nor has he contributed to the amount of one cent for the comfort support and maintenance of your petitioner and our little daughter aforesaid since that time now more than three years neither in clothing board tuition or otherwise that said Davis went in March aforesaid as your petitioner is informed to St. Louis Mo. and continued there and on the Mississippi and Ohio Rivers following the business of a Gambler to the entire neglect of his trade a brick layer or other business until about twenty months after his departure when in the month of November 1837 he then returned to Delaware County to the residence of his father passing through the neighborhood without so much as speaking or calling to see his wife or daughter. That as your petitioner is informed he returned entirely broken down in his constitution and health and infected with disease entirely at variance with morality in its inception and especially so with the marriage contract

No. 39-SC-2

Union Common Pleas Court.

Bennett Wakins & wife
Plaintiff,

AGAINST

Wm Cashner,
Defendant.

OCT TERM. 1838

JUN TERM. 1840

DECREE FOR PLAINTF

SUPREME

Journal 1 Page 147

Record No. 1 Page 200

Ex. Doc. Page

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

Union Com Pleas

Bennett & Watkins & wife

vs

Wm Asher

Bill in Chancery

Filed March 29 1837

A. G. Strong Clk

Copied

B. Stanton Sol

$1.80

To the Honorable the Court of Common Pleas for the County of Union and State of Ohio when in Chancery Sitting.

Reuben Watkins and Amelia his wife (formerly Amelia Dicky and Amelia Dicky) of the County of Logan and State of Ohio, represent unto your honors that Wm Dicky father of the said Amelia died intestate in the County of Ross in the State of Ohio, about the 7th 1818 leaving Mary Dicky his widow, and James W Dicky Eliline Dicky, Amelia Dicky, and William Dicky, his children and heirs at law. That the said James W Dicky and Eliline Dicky have both departed this life without leaving any children, whereby the said Amelia and Wm, became the sole heirs of the said Wm Dicky. Your petitioners further represent that administration was granted on the estate of the said Wm Dicky, to Mary Dicky Widow of the intestate and Mother of complts Amelia and William and to one Jacob Hubbard. That the amount of the assets of the said Wm Dicky that came to the hands of the said Admrs to be administered as appears by the inventories filed by them in the office of the Clerk of the Court of Common Pleas for the County of Ross, was $1342.88 cts of which amount 587.25 cts was in Money. The amount paid out by the said Admrs as also appears by their vouchers on file was $136.70 cts, leaving in their hands the sum $1206.70 cts in their hands for distribution as appears by their final settlement made with the Court of Common Pleas for said County of Ross, at their August T. AD. 1830.

Your petitioners further represent that the whole amount of the said estate passed into the hands of the said Mary Dickey with a view to distribution by her to the heirs as they should come of age, all of them being Minors and no guardian having been appointed for them. Your petitioners further represent that the said Mary Dickey, after having settled the estate of the said Wm Dickey, removed from the County of Ross to the County of Champaign, where she departed this life sole and intestate about the first of Aug A.D. 1823, and that one Wm Ashe brother of the said Mary procured letters of administration ~~on the said~~ to himself, to issued from the Court of Common Pleas for the County of Champaign, on the estate of the said Mary, on the 18th day of Aug 1823. Your petitioners further represent that the said Mary had in her possession at the time of her death ~~about~~ between six and seven hundred dollars in money either of her own property or of the property of the estate of the said Wm Dickey, which your petitioners are informed and believe passed into the hands of the said Ashe and which was not returned by him in his inventory of the estate of the said Mary nor accounted for by him on his final settlement of the said estate. Your petitioners further represent that the amount of the estate of estate of the said Mary Dickey as returned by him to the Court of Common Pleas for Champaign County was $1439.66 cts, to wit, Sale bill 426.41

Amt of Debts Due 1013.25

Your Petitioners further represent that at the Nov T. of the said Court A.D. 1827, the said Admr made a partial settlement of the said estate, when there appeared in his hands for distribution the sum of $1173.99 cts, he having then paid out for Debts due from the estate the sum of $255.67. Afterwards to wit at the Nov T. of said Court A.D. 1829 he made a final settlement with the said Court, when, according to his account there remained in his hands for distribution only $465.26 cts. He then returned that he had paid additional debts to the amount of 257.59 cts;
He was allowed for settling the estate 82.25 cts
He returned in Debts not collectable 310.62 cts
Making the amt paid out since settlmt in 1827 650.46 cts
Which would still have in his hands a balance of ~~$426~~ $523.46 cts, instead of $465.26 cts as reported by him and allowed by the Court. And your petitioners aver that they can find no other allowance made to the said admr except as above mentioned.
But your petitioners state most positively and so the truth is that the debts of the estate as reported to have been paid by the said admr were not bona fide debts due from the estate, but that the principal part of them were colorable and collusive, and that they were paid by the said administrator with a view to defraud the distributees of the estate and particularly your petitioners out of their just proportion of the estate, and that such payments inured to the benefit of the said Admr.
Your petitioners further state that the said Mary Dickey was a remarkably prudent and cautious woman in the management of all her affairs and that she contracted but very few debts and that

these seem very insignificant & small. That the principal part and much the largest amount of her just debts, are the funeral expenses, expenses of her last sickness and costs of administration.
Your petitioners further represent that the debts returned by the said Johns as uncollectable are falsely and fraudulently so returned, and that the whole amount of them might have been collected by using due diligence as by law he was bound to do, and your petitioners have been informed and verily believe that a large proportion of them have been collected and appropriated the administrators own use, some of them before his settlement and some since.
Your petitioners further represents that the share of the balance found in his hands is still unpaid, (except about $100.00) and that the said Johns whole refuses to pay over that amount.
Your Petitioners further represent that at the time the said Wm Johns was appointed admr of the said estate, he was a man of very small substance, not the owner of single foot of real estate any value, and of a very small amount of personal property, consisting mainly in household furniture and farming utensils and a very small amount of stock.
That in a very short time after this estate came into his hands he invested from one thousand to fifteen hundred dollars in land in the County of Union, in the Virginia Military District, but the the number of the survey or entry or the metes and bounds of the land so purchased is to your petitioners unknown.

Your petitioners further represent that shortly after the purchase of the said land the said Asher moved to and settled on one of the tracts so purchased by him and has continued to reside there up to the present time. That the said Asher (as your petitioners are informed and believe) fearful that the benefit of the purchase might be decreed to your petitioners and the other heirs of the said Mary and Wm Dickey, took the title for the land to his son who was then a minor and who paid the said Wm Asher no consideration for the same. But your petitioners say and so the truth is that this was only colorable and collusive and that the son of the said Asher has no beneficial interest in the premises.

Your petitioners further represent that by the settlement of the surrounding country and from other causes the price of land in the neighborhood of the said Asher has risen unusually fast and that the said premises are now very valuable.

Your petitioners therefore charge that the said Asher has embezzled the assetts of the estates of the said Wm and Mary Dickey and appropriated them to his own use and particularly to the purchase of the aforesaid land. That he received in money of the estate of the said Mary Dickey between six and seven hundred dollars for which he rendered no account on his settlement with the Court, nor made any return of it to the Court in the inventory which he returned of the assets that came to his hands.

That he has made collusive settlements with persons who represented themselves as creditors of the estate, and taken receipts that

are wholly collusive and fraudulent, and presented them as vouchers and had them allowed on his final settlement of the estate.
That he has returned claims as uncollectable which were not so, and which might have been collected by using reasonable diligence, that has returned some as uncollectable which he had collected at the time of the settlement, and some that have been collected since and for which he has rendered no account. That he has invested the assets of the estate in land which he now occupies and uses as his own, and for which he collusively and fraudulently took the title to his infant son without any consideration. That according to the settlement which he himself has made with the Court of Common Pleas of Champaign County he still holds a balance in his hands for which he wholly and absolutely refuses to account. Your petitioners therefore pray that the said Wm Ashe may be made defendant to this bill, and that he may full true and perfect answer make to all and singular the matters herein set forth, and particularly to the following interrogatories, to wit

1st. Did you receive any money of the estate of Mary or Wm Dickey, which was not returned by you in your inventory of the assets of the estate, and if so how much.

2nd. Did you pay out all the money that was returned by you in your account current as having been paid, and particularly the claim of Samuel Nichols for $125.55. and did you either directly or indirectly receive any benefit from such payments.

3rd Were all the debts of the estate paid by you legally authenticated, and were they legal and subsisting demands against the estate.

4th Did you use reasonable diligence in attempting to collect the debts due the estate, and were all the persons against whom you have returned claims not collectable, insolvent during the whole period you were acting as administrator of said estate, and if not at what time have they become so.

5th Were none of the claims returned by you uncollectable, were received by you either before or since your final settlement, and if they have from whom have you received them, at what time and what is the amount.

6th State particularly the circumstances of Larkin Asher, Charles Asher, and Hannamalt Latta, if any of them were insolvent when they became so, whether you ever sued them for the amount due the estate, or ever demanded it from them.

7th State whether the farm upon which you now reside was or was not purchased with money belonging to the estate of Wm or Mary Dickey, if so give the description of the land, No of Entry, survey and metes and bounds, or if it was not purchased entirely with ~~the~~ money belonging to either of these estates, did any part of the purchase money belong to either of them and if so what part, or how much.

8th Did you purchase any land any where with money belonging to either of these estates, or did any part of the purchase money paid for any land purchased by you belong to either of these estates, and if so how much and what was the description of the land and where did it lie.

9th. What was your circumstances at the time this estate came into your hands, and in what did your property consist, lands or personal property, and what was the value of each.

10th. If you have made any addition to your wealth since that time state how, and when, and particularly, where got the money with which you bought your land.

11th. State from whom you purchased all your land what was the price of it, when and in what manner the payments were made, whether, all at once or on time, and if on time when the payments become due and how they were paid.

12th. If you have not collected any of the debts due the estate returned not collectable, what have you done with the notes, and accounts, have you got them yet and can you produce them in Court.

Your petitioners further pray that the said Wm Asher upon the final hearing of this cause may acct to them for the amount that may be found in his hands, that if the money should appear to have been invested in lands, that the investment may be declared to be for the benefit of the distributees of the said estate if they shall elect to take it, that that the said Asher or his grantee may be decreed to convey to your petitioner one half of the land so purchased, and the remainder to the said Wm Dickey if he shall elect to take it. That if the said Asher shall not have invested the money of the estate in lands, but shall have used it in any other manner for his own benefit that he may be decreed to pay to your

one half of the amount so used together with interest on the same for the time he may have so used it. That if any of the debts due the estate shall have been lost by the negligence of the said Asher that he may be decreed to pay the amount of the same with interest from the time they should have been collected.

Your petitioners further pray that the writ of subpoena may issue against the said defendant and that your petitioners may have such other and further relief in the premises as equity and good conscience may require, and as to your honors shall seem meet, and your petitioners as in duty bound will ever pray.

B. Stanton
Solr for Complts

Issue subpoena for defendant.
Clk M. C. P.

B. Stanton

Sealed by N. G. McCulloch Minister

Bennett Walkins et al
v. William Dechay
William Asher

In the Supreme court of Union Co.
Deposition for the Complt.

To the Clerk of the Supreme Court
Union County
Marysville
Ohio

Filed May 23. 1839
James H. Lee Clk
Union Supreme Court

No 3

Filed June 1
1837 J. M. Gale
Clerk

Received of William Asher administrator of the estate of Mary Dickey deceased Eleven Dollars as gardian for the minors this the twenty fifth day of August 1824

Phineas Hunt Jun

William Haines

The Court
of Appointment
Guardian
of
Washington Dickey

No. 1.
Filed June 1
1837
J. H. Rice Clerk

Know all men to whom these presents come,

GREETING:

WHEREAS on the Fourth day of August Anno Domini one thousand eight hundred and Eighteen at July Term, before the President and Associate Judges of the Court of Common Pleas of Ross county, state of Ohio, Mary Dickey was appointed guardian of Washington Dickey heirs and legal representatives of William Dickey late of said county deceased

who entered into bond as directed by statute: *THEREFORE*, the said Mary Dickey guardian as aforesaid, is authorised and required to guard the person of said minor cause the same to be educated to read and write, and instructed in the principles of the laws and constitution of our country, and in morals and religion, and farm and husband the property of said minor or ward for the purposes aforesaid, and bind said minor to respectable trade under the direction of the court, and settle and account with the court of his doings in this behalf annually. In witness, the court aforesaid, at the time aforesaid. caused their presents to be attested and seal affixed.

In testimony whereof, *I Humphrey Fullerton*, Clerk of the Court aforesaid, affix the said seal and set my hand at the Court-house, on the day and year first aforesaid, and in the 16th year of our state.

Humphrey Fullerton CLERK.

Phineas
No. 4. Hunt
receipt
for
1 B77-71

Filed June 1, 1837
L. H. Gere Clerk

Received of William Asher administrator to the Estate of Mary Dickey deceased Seventy Seven dollars and Seventy one cents I say received by me

August 23rd 1824 Silas Hunt

Guardian

Union Supreme

Watkins & Wife
vs
Ashe

Notice to take
Depositions

Bennett Watkins & wife
and William Dickey

vs

William Ashe

Union County Supreme Court

In Chancery.

Depositions will be taken by the complainants in this cause at the Clerks office in Bellefontaine on the 16th inst between the hours of 8 o'clock A.M. and 8 o'clock P.M. of said day to be read in evidence on behalf of complainants on the hearing of the above entitled cause, now pending in the Supreme Court for the County of Union in the State of Ohio.

May 10th 1839

B. Stanton Sol for Complts

The Depositions of Witnesses taken before me Nz Mcgill Clerk Master Commissioner in Chancery for the court of common Pleas of Logan County at the Clerks office in said county, on the 16th Day of May AD 1839, between the Hours of 8 o clock A.M. and 8 o clock P.M. of said Day in Pursuance to the inclosed notice, to be read in evidence on the hearing of a certain cause Pending in the Supreme court of the State of Ohio for the County of Union, wherein Benjamin Watkins and wife and William Dickey are complainants and William Ashen is Defendant, on the Part of the complainants

Allen Sharp of said county of Lawful age being first duly sworn deposes and Says in answer to interrogatories,

Interrogatory by complainants counsel,

State what you know of the circumstances of Mary Dickey from the time of her husbands Death to her own Death? what money or property She had at any time? How much She was indebted? what disposition She made of her money and property and all you know about?

Ans by Deponent As to the circumstances of Mary Dickey from the death of her husband for some time after, I was not much acquainted a short time before her death, say three or four weeks She lived about three miles from my house, and came up to my house and Stayed all Night, and told me She was going to My Brother John Sharp to borrow money to Pay for a wagon She was getting made - She Said She had money enough in the house, but it was not her that it belonged to the children, My wife asked her how much would be coming to the children and She replied that there would be about fifty

Hundred Dollars each due to them, when she got it all collected, and then way the four children making be sides her thirds - I know nothing of her indebtedness - I expect she made good use of her money for she was a saving woman

2nd by same, Do you know any thing about what was done with the money she told you she had in the house about, three or four weeks before her death.

Ans. by same. I know nothing about the disposition of the money. nor any thing in relation to the matter

2nd by same, When you acquainted with William Ashe or his circumstances at the time he administered on the estate of Mrs Dicky and if so what were they.

Ans. by same. Yes I have known him for a good many years say forty - at the time he administered on the estate of Mrs Dicky he had some house hold property cattle horses &c but had no land I think

2nd by same Have you learned from Wm Ashe or attorneys, what amount of money or property has come to his hands, belonging to the estate of either William or Mary Dicky and if so what was it.

Ans. by same. I have not heard any thing about it.

2nd by same, Do you know any thing of the circumstances of Charles Ashe from the time of Mary Dickys death to the present time, and if so what were they.

Ans. by same. I know nothing of his circumstances or otherwise as he has always lived at a distance from me

Question by Defendant: Do you know anything of the estate of Mary Dickey at the time of her death? Also please state whether you know anything about the Estate of William Dickey, Except what Mary the widow told you & your wife at the time & place mentioned in your answer to the 1st Interrogatory put to you by the Complainant?

Ans. by Same Defendant. I know nothing more about the estate of William Dickey than what I learned from Mary the widow as I have stated, nor do I know any thing about the Estate of Mary Dickey than what she told me

Question by same, Did not the Defendant Asher own lands previous to his becoming Administrator of the Estate of ~~William~~ Mary Dickey Dec'd; and if so ~~how much~~ what number of acres where of said land.

Ans by Same, He did own the half of two quarter sections of land in Ross county previous to his becoming the administrator of Mary Dickey Dec'd Some years before. Say two years before

Qu by ~~same~~ Complt, Was the land he owned in Ross County all paid for, and was the amt paid on it paid with his own money or was it borrowed

Ans. by Same, There was only the first payment made at ~~at~~ two Dollars per a're for said land the price of the land was two Dollars per a're, and one forth part was paid and the money with which he paid for the land was his own

And further, this Deponent, says not. and here to subscribes his name by his Mark

Allen X his Shank
mark

Also at the same time and place came Job Shank of said county of lawful age, who being duly cautioned and sworn as prescribed says in answer to interrogatories

Ques by Complainants Counsel,

Did you go with William Ashu to ~~Chillicothe~~ Chillicothe when he went to make a payment on his land, if so did he stop on the road to collect money, and did he get a horse for a debt due the estate of either William or Mary Dicky, which he put in in part payment for his land?

Ans by Deponent, I did go with him to Chillicothe at one time when he went to make payment on his land. He did stop at places on the road to collect money, but he had no horse with him at any time except the one he rode from home.

Ques by same, Do you know from Wm Ashu or otherwise, whether a horse was put in, in part payment for his land, and if so did he get that horse for a debt due the estate of Wm or Mary Dicky.

Ans. by same, Ashu, told me while at Chillicothe that he had put in a horse to ward the payment for his land which he had received in payment of a debt due the estate of Mary Dicky

Ques by same, Did he tell you from whom or

an what claim he had rec'd the horse you have spoken of, or at what price he was taken in the payment for his land

Ans by Same. If he told me at all I have no recollection about the matter, of who he got the horse, or what price he was taken at, but I recollect he told me that he had put in the horse in payment for his land at fifty Dollars

Qu by Same, Was the horse rec'd by William Arthur before or after his final settlement with the Court as admr of the estate of Mary Dickey.

Ans. by Same. It was before - Say fifteen years ago last month.

Qu by Same Do you know any thing about the circumstances of Mary Dickey at the time of her death, what Money or property she had at the time of her death, and what was done with it or into whose hands it passed.

Ans by Same. I do not know any thing of her circumstances particularly. She had some property in cattle Horses &c but I do not know whether She had money or not, I heard her say that She had to borrow money to pay for a waggon She was getting made. I heard her say that She had money belonging to her children at the time but what amount She did not tell me

Question by Deft, Do you Know of any other horse having been given to Hindly, on the loan if so state? also state whether the payment was not ~~made~~ credited upon the article of Deft's. in the possession of Hindly -

Ans by same. He took a horse at an other time when I went with him to Chillicothe which I supposed to be his own as I saw the colt suck a mare which was said his, this horse was given in part payment for his land at sixty or sixty five dollars I dont remember which, and the ~~horse~~ price of the horse was credited upon the title bond of Ashe - in the possession of Finley

Question by same; were you interested in the purchase & payment of these lands of Finley? If so do you know all that was paid on said lands & by whom? & whether the payments were all placed upon the article or bond, -

Ans - by same, I was interested in the purchase of this land as also the payments I know as I have stated, that a horse was paid and credited on the bond, and at the same time Ashe paid some money but what amount, I do not now recollect which was also credited upon the said bond, all the payments that were made when I was present were placed upon the bond. Finley spoke of the payment of a horse, previously made but, I do not know whether Ashe was present or not, as we were in and out during the transaction of our business

Question by same, do you know, whether there ~~were~~ were any payments, which were not placed upon the bond? & If any thing had been previously paid, was it ever mentioned to you? & if not mentioned to you, do not you think it was to Ashe's interest, to have the credits given, on the bond? -

Ans. by Same, Mr. Ashe said to me at Urbana last Spring that he had made one payment, which he had received no credit for. and that he would have to go to Chillicothe to prove it the payment, of the Horse by Mr. Ashe was mentioned to me at Chillicothe but never before that I recollect., and I should think that it would have been to Ashes Interest to have all the credits entered upon the bond

Question by Same, How many bonds were given by Findley? if but one; were you a party to it & were you not indirectly interested in seeing that the whole of the payments were credited? Also state, about what time, was this transaction at Chillicothe with Findley.

Ans. by Same, There was but one bond, given for the land and I was interested in it, and I was interested for myself and my brother John - only - but was not interested on account of Ashes credits. This transaction took place on the 24th Day of April 1824 I think

Cross by Complt,

Were you and Ashe purchasers of seperate tracts or pieces of land, and did the title to your land depend upon Ashes payments, And did Ashe as well as Finly tell you that Ashe had paid a horse which he had of the estate of Dickey before he took his title bond.

Ans by Same We were purchasers of seperate lots in one tracts of land, and the title to my land did not depend upon the payments of Ashe for his land, and Ashe and Finly both told me that a horse had been paid toward the land - which I was

in formed while at Chillicothe at the same time
the title bond was executed by Finly
and further says not.

Job Sharp

The State of Ohio
Logan County ss.

I N. Z. McCollock Master commissioner in chancery for the court of common Pleas within and for the county aforesaid do hereby certify that Allen Sharp and Job Sharp was by me sworn to testify the truth the whole truth and nothing but the truth and that the Depositions by them subscribed were received to writing by me and taken at the time and place in the notice specified

N. Z. McCollock
Master in Chy.

Master fee
Swg. 2 wits 8c
Depositions 2.46
Mo wits a 50c 1.00
$3.54 Paid by complaints.

Adm. of Mary Pickey dec.
Settlement with Court

No. 2

Copy of Record.

Clerk's fees 1.50 p.d. by Wetherby

Seen June 1. 1837

J. H. Gill Clerk

account Current and vouchers from No. 1. to 21. and finding them correct allowed and passed the same, from which it appears that there remains a balance in the hands of said Administrator of $1173.99¾ unaccounted for. Continued by order of Court for final Settlmt.

And at the November Term of said Court 1828 the Administrator aforesaid by his atty aforesaid, filed the following account Current and Vouchers in final Settlmt. to wit

		Dr	Cr
To balance unaccounted for in partial Settlement aff.		1173.99¾	
By amt. of a debt charged against this admr. as due from Lathin Asher as per Voucher used in former Settlmt. No. 3. & now	No. 1		50.00
By amt. of Note in Chas. Asher and charged to Admr.	2		44.02
By " by a debt against Houseman	3		50.73½
By " " " " Jno. O'Riley	4		26.82½
By " " " " Hanwalt alias Latta	5		121.07
By " " " " John Byrd	6		18.00
By " paid Samuel Nicholas	7		125.55
By " " Humphrey Fulton (See Voucher No. 10)	8		2.23
By " " Jno. Baldwin	9		57.53
By " " Creighton & Bond	10		7.00
By " " Peter Patterson	11		66
By " " Jno. C. Pearson	12		1.25
By " " C. Anthony	13		10.00
By " of Phinehas Hunt's a/c	14		45.00
By " paid Solomon Haynes	15		5.25
By " " Jonathan Haynes	16		3.12½
By " " John C. Pearson	17		75
By Extra Services allowed Admr.	18		82.25
By 6 per Cent on $958.46.			57.50
This sum to balance			465.26
		1173.99¾	1173.99¾
To bal. in hands of Admr. for distribution		465.26	

Which said a/c Current & vouchers were Contd. &c. And at the April Term of said Court AD 1829, the Court having carefully examined the said last mentioned account Current and vouchers, allowed and passed the same: from all which it appears that there is remaining in the hands of said Administrator on final Settlement of his accounts the said sum of Four hundred and sixty five dollars and 26 Cents for distribution according to law.

I John C. Pearson Clerk of the Court aforesaid certify that the above and foregoing is a true Copy of the Record made in the

The State of Ohio Champaign County ss

Be it remembered that at the November Term of the Court of Common pleas of the County aforesaid 1827 William Archer administrator of Mary Dickey decd filed his Account Current and vouchers on partial settlement & to wit

William Asher Admr. of Mary Dickey decd in acct. Current with the Court of Complcas of Cham: County.

			Dr.	Cr.
	Amt. of appraisement Bill	$372.80		
To amt. of sale Bill			426.41	
To amt. of Schedule of debts.			1012.25¾	
By amt. paid John Sharp as per voucher		No 1		8.00
" " " William Andre	"	2		93¾
" " " Larkin Asher.	"	3		54.67½
" " " Douglass & Creighton	"	4		10.00
" " of William Ashers acct.	"	5		9.21½
" " paid Evan Banes	"	6		1.25
" " " Jno C. Pearson	"	7		3.75
" " " William Souchard	"	8		1.50
" " " Joseph Haynes.	"	9		3.25
" " " James Bishop	"	10		3.50
" " " Jno. C. Pearson	"	11		2.25
" " " Thos. Irwin	"	12		25
" " " Jos. Stokes	"	13		2.25
" " " William Creighton	"	14		134.10
" " " Jno D. Elbert	"	15		5.00
" " " Creighton & Bond.	"	16		5.00
" " " Creighton & Bond.	"	17		7.50
" " " Samuel Black	"	18		1.50
" " " Peter Patterson	"	19		1.25
" " " Benjm Parker	"	20		50
" " " C. Anthony	"	21		10.00
	This sum to balance			1173.99¼
			1439.66¾	1439.66¾

To bal as above $1173.99¼, of which the largest part consists of debts which remain uncollected. Of that which has been collected, a part has been paid out on payment of debts and for which the vouchers are not sufficiently authenticated to present to the Court: And the residue has been paid over to the guardians of the children of Mary Dickey. C. Anthony Atty for Wm Asher Admr

Which account Current and vouchers by order of the Court were contin. And at the April Term of said Court 1828, the Court carefully examined said

case therein specified. In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Urbanna this 8th day of May AD 1857

Jno C Pearson Clk

57 55
9973.98 3/4

688.98

Given under my hand and seal of office at Marysville this 25th day of Nov. 1839

James H. Lick Clerk

Union Supreme Court

Bennet Watkins & wife
vs
Transcript
Williams Asher

Filed May 13. 1839

James H. Gill Clk

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas in and for the County of Union aforesaid do hereby certify that the following Entries and Decree are correctly copied from the Journals of said Court to wit

Bennett Watkins & wife vs William Asher — June Term A.D. 1837 In Chancery Court 5.

Bennett Watkins & wife vs William Asher — Oct Term 1837 Court 5

Bennett Watkins & Amelia his wife vs William Asher — April Term 1838 Leave to amend by adding an additional complainant and Continued

Bennet Watkins & wife vs William Asher — July Term 1838 Continued

Bennet Watkins & wife vs William Asher — Oct Term 1838 In Chancery — This day came the complainants by their counsel and the defendant by his counsel and the Court being fully advised in the premises do order adjudge & decree that the complainants bill be dismissed and that the complainants pay to the Defendants full costs within thirty days and in default thereof that execution issue therefor as upon Judgments at Law

Union Com pleas

Bennet Watkins d&c

vs Subpoena in Ch

Wm Asher

Served by Reading and by Copy to Defendant

R Clark Sheriff

March 29th 1837

Serv	35
Mil	5
Copy	15
	55

Filed Apl 1 1837

L G Strong Clk

State Of Ohio Union County ss

To the Sheriff Of Union County Greeting

We Command you to Summond William Asher to appear forthwith befor the Honorable the Judges of our Court of common Pleas at the Court House in Marysville To Answer unto a Bill in Chancery filed against him in said court by Bennell ~~[illegible]~~ Walkins and Amelia His wife and this he shall in no wise omit Under the penally of One thousand Dollars and Have you then there this writ

Witness the Honorable J R Swan Esq President of Our Said court this 29th Day of March 1837

Silas G Strong Clk

Watkins & Wife

vs

Wm Ashe

Notice to take Depositions.

Bennett Watkins & Wife & Wm Dickey vs Wm Ashe

Union Com Pleas

In Chancery.

Depositions will be taken by the complainants in this cause at the Clerk office in London Madison County on the 30th inst between the hours of 8 o'clock A. M. and 8 o'clock P. M. of said day to be read in evidence on the hearing of the above entitled cause.

May 18th 1838.

B. Stanton
Sol for Complts.

Service acknowledged May 21. 1838 Anthony V Rogers

Please acknowledge service and forward it to me by return mail.

Messrs Anthony & Rogers

B. Stanton.

Union Com Pleas

Bennett Watkins
& Wife
vs
Wm Asher

Transcript.

Transcript of
Judgment
William Asher
vs
Frederick Hanson

1831 State of Ohio Pickaway County }

William Asher Administrator of Mary Dilley Plan

v

Frederick Housman Defnt } upon a transcript of a Judgment from James Whiteside a former Justice of the peace of Madison County Range township

September 9 the Parties appeared without a Process and after hearing the testimony of Larkens Asher and an Examination of the transcript it is considered that the Plaintiff have a Judgment against the Defendt for $40.95 with Cost of suit .26
Justices fees

1832 November 19 Execution Issued directed to Elias Bleden Returnable in 30 days the Return I have no Account of but my Information is there was no money made

November 29 Recd of Defendant seven Dollars & seventy Cent in hart of the above Judgment
Lorenzo Asher
agent for
William Asher

1833 March 20 Recd of the Defendant $14 47 1/4 in hart of the above Judgment Recd by me
Lorenzo Asher
agent for
William Asher

March 20 Recd of Defendant $2.00 in hart of the above Cause Recd by me
Lorenzo Asher
agent for
William Asher

1833
about
25 of March Cr by Lorenzo Asher note $1.46 given
to Peter Pitkison then traded to Howerman

I doe hereby Certify the above & with in to be
a true Copy of the Judgement & Proceedings had
before me I also state that it is my Impression
that the Judgement was all settled betwin the Defnt
and the said Lorenzo Asher given under my
hand this 24 day of March 1838

Owen Williams
a former Justice
of the Peace

I doe hereby Certify that Lorenzo Asher
Produced me a certain Peace of writing from
William Asher authorising me to pay him
the money now not to Produced tho I think
I have heard it a mong my Papers given under
my hand this 24 day of March 1838

Cost of transcript, 31 cents

Owen Williams
a former Justice
of the Peace

Mr Wadkin by this you see that I have done the business you wished me to do on this paper is the true account except one ten dollars was paid ~~on~~ previous to this judgment ~~as~~ I dont know what benifit I could be to you more than the transcript and the evidence you have already

Union Com Plea
William Asher
adpx
Bennett Watkins &
Amelia his wife
Answer.

Filed June 1st 1837
James H. Hill Clerk

Copies $2,30

Sterling & Gilbert &
Anthony & Rogers

The answer of William Asher to the bill of complaint exhibited against him by Bennet Watkins and Amelia his wife in the Court of Common Pleas of Union County in the State of Ohio

This defendant saving and reserving to himself all and all manner of benefit of exception to the complainants bill for its many uncertainties insufficiencies and untruths for answer thereunto says that true it is that William Dickey departed this life in Ross County about the year 1818 or 1819 intestate leaving a widow Mary who was this respondents sister and not his daughter as erroneously stated in the bill and also children, namely James Washington Dickey, Ebeneza Dickey, Amelia Dickey and William Dickey the first aged 14 or 15 the second 10 or 12 the third about 3 or 4 and the last about 6 or 7 monthes administration of the estate of William Dickey was granted to the widow Mary and Jacob Hubbard by the Court of Common Pleas of Ross County and they proceeded to discharge the duties of administrators but this respondent is not able to state what they did as administrators but he supposes the statement of their settlement to be correct as set forth in complainants bill and this defendant also believes it to be true that the balance as found by the settlement paid into the hands of said Mary who had been appointed Guardian for James Washington as will appear by exhibit No. 1. hereunto filed and with whom the other children also resided She removed to Champaign in 1820 and departed this life in 1823 intestate Before the death of the said Mary her daughter

Evelina had intermarried with one Phineas Hunt of Champaign County and had been set up to house-keeping and the said James Washington although not of full age was permitted to transact business as if of full age and had received a considerable outfit from his Mother A dower section was granted unto your respondent by the Court of Common Pleas of Champaign County in August 1828. This defendant denies positively and unequivocably the statement in the bill that there was six or seven hundred dollars on hand at the death of said Mary which came into his hands or within his knowledge or any other sum only the sum of two dollars which this respondent received from James Washington was money belonging to the estate that sum being the whole which came to his hands or cash at or about that time upon account of the estate or in the character of cash on hand or advanced all the rest of the money received by this respondent being for property sold by him or for debts collected

As to the alleged error in this respondents settlement with the Court this respondent knows of none and if Complainants had shown him any he would have corrected it very promptly at any time; he is not willing however to charge himself with any thing upon that account upon the bare statement of the bill especially since the complainants think they are his grandchildren when they are only Nephews & Niece your respondent refers to paper No 2 to show the correctness of his settlement

This respondent denies the statement of the bill that he allowed claims against the estate for his own benefit nor did

some time in the year eighteen hundred and twenty eight and respondent believes at the Summer Term of the Court of Common Pleas of Logan County Amelia made choice of one Aaron Brown for her Guardian in the stead of Phineas Hunt and respondent paid to him

28th. of October 1828	180.00
and remaining on Settlement Nov.	$676.62
1829 for distribution	465.26
Overpaid	$211.36

The above payments were all made before respondent had Settled with Court and when he supposed that he was in arrears and immediately after the Settlement with the Court he made known the State of the case to Phineas Hunt and to the said Aaron Brown and demanded repayment of the amount overpaid Hunt did accordingly Settle with respondent but the said Brown wholly refused and insisted upon keeping it for the benefit of his Ward Amelia and did keep the whole that he had received and respondent does therefore pray that Complainants may be compelled to account therefor and to pay to respondent the amount overpaid with interest

The defendant admits that when he was appointed administrator he was a poor man and he says that he is still poor except so far as many years of painful and persevering labor aided by the improvement of the country has enabled him to make some provision for his children and for the closing of a

he allow any claims against the estate but such as he believed to be just or legally authenticated so that fraudulent could not be refused and this respondent refers to the vouchers on file This respondent denies that he neglected the business of the estate or that he has ever received any thing either before or since the settlement with the Court that he has not accounted for and this general answer he hopes will suffice for the general allegation of the bill this statement is untrue as is that which follows that this respondent has refused to pay over the balance found due from him on settlement and he will here state the truth of the case Phineas Hunt married Evelina; about one year after Mr. Dickey died J. Washington died and Phineas Hunt became his administrator by appointment of the Court of Common Pleas of Champaign County at the same Term of the Court at which this respondent was appointed administrator said Hunt was appointed Guardian for Amelia and Williams thus representing all four of the children and this respondent paid to him as follows viz.

Aug. 28. 1824	as per receipt	paper No.	3	11.00
Aug. 23. 1824	"	"	4	77.71
Sept. 17. 1824	"	"	5	32.00
March 26. 1827	"	"	6	55.18
Sept. 25. 1827	"	"	7	104.23
June 18. 1825	"	"	8	100.00
April 14. 1828	"	"	9	47.50
Nov. 20. 1828	"	"	10	16.00
April 13. 1829	"	"	11	53.00
			496.62	~~[illegible]~~ 496.62

of a life not idely spent But this defendant will state what he has and how he acquired it Before the death of William Dickey this defendant was the owner of one hundred and eighty acres of land in Ross County Ohio which he sold about thirty years ago one tract and about twenty seven years ago the other tract for the price in all of four hundred and seventy dollars One year before the death of William Dickey defendant removed from Ross County to Logan County where he remained some years a part of his money being at interest and about the year eighteen hundred and twenty five he purchased of ~~[illegible]~~ William Sullivant fifty acres of land at three dollars an acre for which he gave two horses at one hundred dollars and received a credit of nine years for the remaining fifty which he has since paid and received a deed to himself which he still holds Four or five years ago defendant purchased from Lyne Starling one hundred acres of land at three dollars an acre payable in three annual instalments all of which have been paid and a deed made to this defendant who still holds the title about one year ago this defendant agreed to let his son Jeremiah who was preparing to be married have this tract and gave him an obligation for it and he has since sold it Besides the above this defendant bargained with John Hendley of Kentucky for one hundred and thirty three acres of land on which contract he has paid about one hundred and ninety dollars but the said Hendley being unable to make title

this defendant held his obligation for title
bracks to himself but has received no conveyance
then are all the lands he owns or has purchased
and they have been purchased with the proceeds
of his labor and he most positively
asserts that not one cent of the money belong-
-ing to the estate of William Dickey or
of Mary Dickey even in any way intend
into the consideration of purchase that
the lands have risen in value he freely
admits

In answer to the interrogatories defendant states

1 That he did not receive any money of the estate
of either William or Mary Dickey that he did
not account for

2d He did pay all the claims for which he exhibit-
-ed receipts including that to Samuel Nicholls
which was paid under the advice and direc-
-tion of William Creighton Senr. Esquire of
Chillicothe and this defendant received no
more benefit of such payments than ad-
-ministrators ordinarily receive

3 All the vouchers exhibited and settled by this
defendant were legal claims against the
estate and duly authenticated in the opinion
of defendants counsel and of the court
which allowed them and defendant believes
that his counsel and the court were right
he knows nothing to the contrary

4 Defendant believes that he did use due diligence
in endeavoring to collect the debts of the estate

and he believes that the debts returned as uncollectable were truly so by reason of the insolvency of the debtors but why they became insolvent respectively he is not able to state

5. He has not received any thing since the settlement and he knows of nothing received before the settlement returned not collected

6 Larkin Asher as this defendant believes was insolvent during whole of the time this defendant was administrator. This defendant left the claim against him in the hand R. Blizzard a Justice of the Peace in Steuben County and Larkin brought forward an account by way of set off which was allowed by the Justice but since this defendant settled with the court he has understood that said Larkin acknowledges that he owes the estate Charles Asher was insolvent during the whole time defendant was administrator

The claim against Hunwalt & Latta was taken to Indiana by this defendant for collection from Latta but he was arrested at Cincinnati for debt and died or was killed in the jail limits It had previously been prosecuted at Chillicothe by Nancy Dickey & Jacob Hubbard and was in the care of R. Douglass Esq. whose letter herewith filed marked No. 12 gives the latest account of the state of the claim of which defendant has any knowledge

7 Is already fully answered

8 defendant has stated all of his purchases of land

9 defendant states that at the time he was appointed administrator he was worth six or seven hundred dollars consisting entirely of personalty: stock and money at interest

10 defendant has improved his circumstances but not as fast as many of his neighbors he has received no accessions but by his labor and the rise of property. The land was purchased by his earnings, assisted by the labor of three sons in paying for his land he had to borrow forty dollars which he still owes

11 I already answered

12 The claims returned as uncollectable were were filed with the clerk of the court at Urbana where they still remain for any act of this defendant.

This defendant in further answering says that he is an illiterate man and unqualified to transact business which requires either writing or reading (as he can do neither) with the same degree of skill and despatch which might be expected from men of business and he so stated to the court at the time he was appointed administrator when he reluctantly yielded to the pressing solicitations of the relations and afterwards found that the office of administrator a most burdensome and thankless office was rendered much more difficult and

vexations by the fact that he could not read or write and was otherwise unqualified for the office and so far from his making a profit by it it was attended with a loss of time and anxiety and perplexity for which he has not been and is not likely to be remunerated

And this defendant denies all fraud with which he is unjustly and falsely accused by his pretended grand children complainants and prays to be hence dismissed with his costs in this behalf to be

Anthony & Rogers &
Stanley & Gilbert
for deft.

The State of Ohio
Clark County } Personally comes before me a Justice of the Peace in & for Clark County William Asher who being sworn says that the matters stated in his answer so far as stated upon his knowledge are true and as stated upon information and belief he believes the same to be true

Sworn & subscribed
before me this 9. May 1837 William his X mark Asher
Reuben Miller J.P.

Depositions of Witnesses Filed June 13. 1839

James H. Gill Clk

To The Clerk of the Supreme Court
of Union County
Ohio

Fees 1.00

Service on request of Complt
June 26th 1839
James H. Gill Clerk

Depositions of Witnesses taken In a cause pending in the Supreme court of Union County State of Ohio, Wherein William Dickey & Watkins & Wife is Plaintiff and William Asher is defendant, in pursuance of the notice hereto attached, and at the time and place therein mentioned, Present William Asher defendant -

Lorenza D. Asher of the county of Pickaway, of lawfull age, being first duly Sworn by me, as hereafter certified, deposes and Says that Frederick Hauseman has not been Worth any property Sufficient to pay any debt from the year 1825 to 1828, and Says and does Verily believe that Wm Asher could Not of collected the debt from him at any time as there could not be any property found to belong to him Sufficient to pay any debt - and further Saith not -

L. D. Asher

I, Jacob Liley a Justice of the peace in and for the Township of Circleville in the county of Pickaway Ohio, do hereby certify that the above named Lorenza D Asher, Ware by me first duly Sworn to testify the truth, and nothing but the truth, and that the foregoing depositions by him Subscribed Ware reduced to Writing by me, and Ware taken at the time and place Specified in the enclosed Notice

In testimony Whereof I have hereunto set my hand this 5th day of June A D. 1839

Jacob Liley J.P.

Wm Asher
vs
Wm Watkins Phelps and
Wm Dickey

Union County Supreme
Court in Chancery

Depositions will be taken in the above case on Wednesday the 5th day of June next between the Hours of 7 O'C A M and 7 O'C P M of said day before Jacob Leiby a Justice of the peace at his office in Circleville Pickaway County Ohio which Depositions will be read as evidence in the Cause now pending in the Supreme Court for the County of Union in State of Ohio

May 28th 1839

Anthony H Rogers
for Deft

The State of Ohio
Richmond County ss

I William T. Hurst Clerk of the Court of Common Pleas for said County hereby certify that Jacob Lilly Esq. before whom the within Depositions were taken was at the time thereof the Justice of the Peace within and for said County duly Commissioned & qualified

In Testimony whereof I have hereunto set my hand & Seal of Office at Centerville this 5 day of June 1839

Bennet Watkins et al
vs
William Asher

Abstract

Complainants claim as sole surviving heirs of Mary Dickey dec^d against William Asher as her Adm^r — They claim that she had an estate of her own and had also in her hands considerable of the estate of her dec^d husband due to complainants — Mary Dickey was joint Adm^r of her husbands estate along with Jac Sutton — The amount of the estate was $1342.88 of which $587.25 was in money the amount paid out by them was $136.70 leaving in their hands the sum of $1206.70 — This was in 1820. The Bill states all this passed into the hands of Mary Dickey — She died in 1823 — She died in possession of $600.00 or 700.00$ of her own and husbands not inventoried or accounted for by Mr Asher — The Amount of the inventory was $1439.66 — At a partial settlement Nov 1827 the ballance found due was $173.99 — Another made in Nov 1828 the ballance found due by the court was 465.26$ whereas the bill alleges that from the acct stated the ballance ought to be $523.46 — The Bill alleges that the debts reported to have been paid were not bona fide debts and were never paid — That Mary Watkins was a prudent woman and contracted few debts — That the debts returned as uncollectable are falsely so returned and a large portion of them have been collected — further that the ballance in his hands except one hundred dollars is still unpaid

and he refuses to pay - that he has invested the monies which he ought to pay Complainants in lands which have increased in value - the Bill prays an act the benefit of the investment in hand on act pr debts lost by negligence and pr on all

The Answer Admits the ballance found against Mary Dickey Dec d Shulbard and that probably that ballance passed into Mary's hands - states that the daughter of said Mary before her death was set up in House-keeping by her mother - that her son Wm altho a minor was allowed to trade for herself and received a considerable outfit from her - Denies that one cent of money of the estate of Mary came into Resp hands except one or two dollars handed to him by Mr - Denies the charges as to the allowance of debts and return of claims as uncollectable and the collection of debts not accounted for and that he has refused to pay over the ballance

That Phineas Hunt became the representative of all the heirs by marriage appointments as Guardian & Admr - that he paid him in all $496.62 and to one A Brown after wards appointed Guardian of Amelia $180.00 making in all 676.62 being an excess over the amount due of $211.96 which payments were made before settlement that Hunt has refunded but Brown has not

Accounts pr Debts property

The evidence in the cause does not shew either directly or from circumstances that money of Mary Dickey's came into the hands of Asher except $2.00. - Three years intervened between the time the ballance came to her hands before her death and it is not probable she kept it on hand at a loss of interest all that time - the reasonable probability is she invested it intending to account for it - The amount which possed into her hands in 1820 according to the Bill was a little over $1200. the inventory of her estate was $1439-00 add to this $600.00 or $700. which Comp^ts say are concealed and you have upwards of $2000.00 made out of $1200.00 in 9 years by a widow and minor children who kept 700.00 of their capital locked up - Again 18 days intervened between the death of Mary and the taking administration - Is it more likely that the heirs in those 18 days took money to which they were entitled or the adm^r after took what he was not entitled to -

The evidence relating to this branch of the case is very slight - Lookin Asher - Comp^ts Witness heard Mrs Dickey say she had money at interest of which she took up $40.00 and gave to Mrs Hunt - He does not know of her laying out any considerable sum afterward From the inventory of Mrs Dickey's estate it appears she had debts owing her of more than $1000 and property not exceeding $400.00 much - It is reasonable to presume that all these were not debts due to her personally but for her

husband's money —
In proof that ~~since~~ Asher collected mon
ies due to the estate of Mary Dickey of which
no account has been rendered all the tes
timony specific or general is what fol
- lows

Bill

William Dicky died intestate in Ross County 1818
Mary Dicky and Jacob Hubbard appointed Admrs
Amt of estate in hands of Admrs for distribution — $1305.70
Estate settled in 1820
Whole amt passed into the hands of Mary
Dicky, who died intestate in 1823 and Admrs
Charge that she had in her hands at her death
returned sixty seven hundred dollars, not
returned by the Admrs nor in any manner
accounted for.
Amt of sale bill returned by Admrs $4364.41
Amt of debts due 1073.25
On partial settlement in 1827 Amt due, $1173.99
Had then paid out for debts 355.67
On final settlement in 1829, amt returned in his
hands for distribution $465.26
paid out for additional debts 257.59
allowed for extra services in settling estate 52.25
Returned in debts not collectable 310.62
Amt paid out since settlement in 27 } 650.46
Leaving a balance for distribution on final settlement
of 523.53
consisting of 465.26
Difference $58.27

Charge that the settlement was fraudulent and
collusive, and that the money belonging to the
estate was invested in lands by defendant
and prays a conveyance to complts,
Interrogatories,

Answer

Admits that the amt found to in the hands of
William Dickeys admrs passed into the hands of
Mary Dicky as guardian of complainants.

Denies that there was any money on hands at the death of the testtr. of complts.

Denies any error in the settlement.

Charges that he was paid 211.36.

Went unpaid but Brown refused leaving 180.00
due admr as he claims.

Denies all fraud and collusion, and in
answer to interrogatories accounts for the
means by which he acquired his land.

Depositions

Joseph Estes, That Charles Ashe has at all times
been able to pay the amt of his account and is
still able, Amt due sept 1822. $46.00

Interest from 1822 to 1838 — 38.00

Lakin Ashe proves the receipt of the amt
due from Hausman, 50.75

Interest from 1828 to 1838 — 30.45

To balance on Judgment vs Jno Byrd 18.00

To interest from 1828 to 1838 10.80

To amt in the hands of Moore in Mecklenburg
County, proved by Brown & Cassad 500.00

Interest from 1828 to 1838 300.00

Watkins proves 500 in accts in the defendts
hands supposed to be the same sum.

To amt found in the hands of admr for final 465.26
settlement. 1443.22

Byrd paid to him for coaching 676.62

766.60

Amt due complts 766.00

Amt due from Lakin Ashe 50.00

Interest from 1828 to 1838 — 30.00

$846.00

No 1-2-3-4

Dep.

[illegible] Stokes

2 Sarah Ashes

3 — do

4 Mrs. Mulkey

Depositions of witnesses taken in a Cause pending in the Court of Union County Common Pleas in Chancery wherein Bennett Watkins and Amelia his wife is Plaintiffs and William Ashes is Defendant in Pursuance of the Notice hereto attached and at the time and Place therein mentioned, and at which time and place came Joseph Stokes of lawful age who being first duly sworn says in answer to interrogatories as follows

Qu by Complts Counsel,

Have you heard Wm Ashes say anything about money being collected ~~on~~ and in the hands of a Justice of the Peace for Madison County belonging to the estate of Mary Dickey deceased.

Answer by Deponent

Did not hear him say there was any Money in Madison County in the hands of A Justice of the Peace but Did hear him say he thought there was Money in Nap County and in the State of ~~Michigan~~ Indiana he thought might be Collected.

Qu by Same, Are you acquainted with Charles Ashes and if so what have been his circumstances since 1823, and could fifty dollars have been collected from him at any time from that time to the present as you believe.

Answer by Deponent

I have been Acquainted with him but ~~not~~ not of late years only from information and from information from William Ashes Charles Ashes is in good Circumstances and is able to pay the Amount at any time.

Qu by same, Are you acquainted with Wm Ashe and if so what was his circumstances from your first acquaintance with him up to the year 1823.

Answer by Deponent

he was in Same Circumstances up to that time

Qu by same, Was considered responsible for his engagements prior to that time

Answer by Deponent

his Engagement was small and I Dont Know but he was Responsible for them

Qu by same, How much do you suppose he was worth ~~at~~ in 1823 and prior to that time.

Answer By Deponent

I would say at that time he was worth well on to one thousand dollars

Qu by same Do you know of Wm Ashe having collected or endeavoring to collect money as administrator of the Estate of Mary Dickey since Nov 1829.

Answer by Deponent

I have no Recollection of his Collecting or Endeavoring to Collect any Money as Administrator of the Estate of Mary Dickey since the year 1829

Qu by same, Are you a son in law of Wm Ashes.

Answer by Deponent

yes I am and further this Deponent saith not

Joseph Stokes

Also at the same time and place came Larkin Ashe of lawful age, who being first

duly sworn deposeth in answer to interrogatories as follows, to wit

Qu by complainants Counsel.

Do you know of money belonging to the estate of Mary Dicky having been collected by Wm Ashe or his agent since 1829.

Answer by Deponent

I know of his Collecting Money from Hanson by the name of hausman but whether before or since the year 1829 I do not recollect

Qu by same, Do you you know the amt of the claim against Hausman, and whether it was all collected by Ashes agent or not.

Answer by Deponent

I dont know the Amount but most of it was Collected by Mary Dicky herself in her life time and the Ballance has been since Collected by William Ashe or his Agent

Qu by same, Do you know any thing about a claim in favor of the estate of Mary Dicky against Hainnault & Latta, was it ever collected by Wm Ashe, and if not do you believe it might have been if proper measures had been taken for that purpose.

Answer by Deponent

there was A Claim the Estate had Against Hannault and Latta I dont know whether it was Ever Collected or not I dont but the man held Property, but whether there was any Claim or it I do not know I dont know whether it Could have been Collected or not

Qu by same, Were they or either of them men in business on their

own account and in their own names and did they hold themselves out to the world as the owners of property and were they in possession of considerable property which they claimed as their own after Mrs Ashe was appointed administrator of the estate of Mary Dickey and if so how long afterwards.

Answer by Deponent

Lotta Ross of About the time Mrs Ashe died before or after as to hannaweall he had A waggon and horses Good horses and told me they was his Own in his Possession I Dont Know how long he kept them

Qu by Same, Do you know of Mary Dickey having had in her possession any considerable amount of money within a year or two before her death and if so do you know what was done with it.

Answer by Deponent

I heard her say she had Money in Marquis Haylans hands at interest she told me she had taken up forty Dollars and let Thomas have it after the time he Married her Daughter I Dont Know what was done with the Ballance

Qu by Same, Do you know of her using any considerable sums of Money from the time she made this statement to you until her death, and was her mode of living such as would be likely to require it for her support

Answer by Deponent

I think she bought A waggon About that time what the Sum was I do not Know I Dont Know of her laying out any other sums I think she supported the family by her Labour

Qu by Same, Were you acquainted with the Mary Dickey's circumstances and manner of doing business, and if so was she in the habit of going much in debt, and from your knowledge of her business what would you suppose was the amount of her indebtedness at the time of her death.

Answer by Deponent

~~As far as I know~~

I was Acquainted her Circumstances She managed her Business very Prudently I believe she was not in the habit of Going much in debt I Don't at the time of her Death neither she was much in debt but think not

Qu by Same, Do you know anything of claim due to the estate from Samuel Nichol whether it was ever collected, and if not whether it might have been if proper measures had been resorted to in time.

Answer by Deponent

I Don't Know of any Claim She had on Samuel Nichols but Samuel Nichols had A Claim on the Estate of Mary Dickey as security for Thomas Nichols

Qu by Same, Have you at any time since the death of Mary Dickey been able to pay the amount of the claim in favor of the estate against you, or have you within that time been in insolvent circumstances.

Answer by Deponent

I Never Was been Insolvent the Claim was Presented at the Expiry and I at every by both Parties my Account Was Balanced his and the Papers was left the

Qu by Same, Are you a brother of Wm Dickey,

Answer by Deponent I am Larkin Dicken

Also at the same time and place came Wm Watkins, ~~who~~ of lawful age who being first duly affirmed deposes and says in answer to interrogatories as follows to wit

Qu by Complts Counsel Did you ever hear Wm Ashe say any thing about collecting claims in his hands due the estate of Mary Dickey, since Nov 1829.

Answer by Deponent
yes I did he said he had Notes in favour of the Estate to the Amount of five hundred Dollars that he would Collect if he Could and if the heirs and Guardians would give him A Clear Receipt he would give up them Papers

Qu by Same Do you recollect when and when this conversation took place, and who was present at the time

Answer by Deponent
About the first part of May 1837 I think there was A Person by the Name of Benjamin Sikes Present at the time and I dont Recollect of Any Other and further saith not

William Watkins

Also at the same time and place came John Sharp of lawful age, who being first duly sworn in answer to interrogatories, deposes as follows to wit,

Qu by Complts Counsel, Did you at any time go to Columbus with Wm Ashe, and did he whilst he was gone collect money due the estate of Mary Dickey, did he receive a horse in payment of a debt due the estate

and if so from whom did he receive them and in what manner did he dispose of them.

Answer by Deponent

I never went to Collumbus with and Know Nothing of Collating Money or Property

Cross Exam, Do you know of his collecting Money or property for debts due the estate at any time, and if so when and of whom.

Answer by Deponent

I Don't Know of his Collecting any Money for the Estate at any time and further saith not

John his + Sharp
mark

Also at the same time and place came Jeremiah Ashe, a lawful age being first duly sworn says in answer to interrogatories as follows to wit,

Cross by Complainants Counsel, Did Wm Ashe authorise you to tell Bennet Watkins from him that if he would not commence the present suit at the then next term of the Court, that he would settle with him and pay him as soon as he could get money out of the Columbus bank.

Answer by Deponent

he never told me any such words

Cross Exam, What did he tell you about that subject, and what did you tell Bennett by his authority and at his request.

Answer by Deponent

I was going up to Gonesfield and William Ashe told me to tell Bennet Watkins rather he would Place it A few day till he get to see him

Qu by Same, Are you certain that Wm Ashe told you, nor that you told Bennett anything about the Columbus Bank nor referring it to arbitration in case they could not agree.

Answer by Deponent

I Dont Recollect of Coming the Columbus Bank that Day and I Said Nothing About any Arbiteration

Qu by Same, Did you ever hear Wm Ashe say that ~~he would~~ there was 4 or 5 hundred dollars due the estate uncollected and that he would collect what he could of them for an hoof, or that he would give them up if the heirs would give him a clear receit, and if not what did you hear him say upon that subject.

Answer by Deponent

I never heard him say anything on that subject

Qu by Same, Do you know Wm Ashe collecting or ~~a~~ endeavoring to collect any debts due the estate of Abby Dicky since 1829, or did you ever hear him say any thing upon that subject.

Answer by Deponent

I Dont know any thing About it I have heard him talk About trying to Collect but not Since 1829 ~~and I Dont this Dont~~ not

I, John Hollings Jeremiah Esher an a Justice of the peace in and for the township of Lang in the County of Logan Ohio, do hereby certify that the above named

Joseph Stokes, Larkin Ashe, Wm Watkins, John Sharp, and Jeremiah Ashe, came by me duly sworn, (the said Wm Watkins being affirmed) to testify the truth, the whole truth and nothing but the truth, and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the enclosed notice; In testimony whereof I have hereunto set my hand this 17th day of April AD. 1838

J Ann Watkins J.P.

Fees.
Justice and constable 2.89
Witnesses 1.50
Paid by Pltff $4.39

the foregoing depositions by them respectively subscribed were reduced to writing by me, except as to the deposition of Anthony Casad who reduced his own deposition to writing, and were taken at the time and place specified in the annexed notice

N. L. McCulloch, Master
Com. In Ch. L.C.

Depositions 1.15
Svg 2 wits 8
Sept for wit 12½
$1.85½

Wits Aaron Brown 50
Anthony Casad 50
$2.85½

No 5
Sevier Brown

Union Com Pleas

Bennett Watkins
and others
vs
William Ashe

Notice to take Depositions

B. Stanton Atty

Bennett Watkins and Amelia his wife and William Dicky

vs

William Ashe

Union Com Pleas

Depositions will be taken by the complts in this cause at Clerks office in the town of Bellefontaine Logan County Ohio on Saturday the 23rd inst. between the hours of 8 o'clock A.M. and 8 o'clock P.M. of said day to be read in evidence on the hearing of the above entitled cause.

June 21st 1838.

B. Stanton
Atty for complts

Service is acknowledged June 21st 1838.

A. McIlvaney & Rogers Solr.

The deposition of Aaron Brown taken before me N. Z. McCollock Master commissioner in Chancery for the court of common Pleas of Logan County, pursuant to the enclosed notice to be read in evidence on the trial of a certain Cause pending in the court of common Pleas of Union County in the State of Ohio Wherein Burnett Watkins ~~et al~~ & Amelia his wife and William Dickey are Complainants and William Ashe ~~et al~~ is Defendant, in behalf of the complainants -

Aaron Brown of the County of Logan State of Ohio, of lawful age being first duly affirmed deposeth and saith as answer to interrogatories,

Question by complainants Solicitor

Were you the guardian of Amelia Dickey, and if so when were you appointed and what amount of money came into your hands as such guardian, and from whom did you receive it.

Answer by Deponent, I was appointed Guardian of Amelia Dickey on the 5th Day of April A.D. 1827 and received the Sum of One Hundred & Eighty Dollars some time afterwards from William Ashe, administrator of Mary Dickey the mother of Amelia by the hand of John Ashe

Question by same Did you learn from Wm Ashe or any other source that there was other money in the hands of said administrator or due him as such admr, to which you as guardian or your ward was entitled, and if so how much.

Answer by same Deponent, I was informed by William Ashe, that there was more money, to a considerable amount, He informed me that there was the Sum of Five Hundred Dollars, in the hands of one Moore in London in Madison County which he proposed and intended that I should take an order for, which I refused to do, stating that it was his place to get the money and I got over some

He finally agreed, that he would procure the money to be placed in the hands of John Reynolds of Indiana, I called as often as twice afterwards at Reynolds for the money, but it had not been deposited there. This was after the receipt of the $180.00 and before Ashby final settlement with the court, according to my recollection

Cross Qu. Did he inform you from whom Moore had recd the money or on what acct it was paid to him.

Ans by Same, I do not recollect the particulars of that circumstance

Cross Qu. Did Wm Ashby ever inform you of the value of the estate of Mary Dickey and of the amt that would be in his hands for distribution, and if so about what time.

Ans. by Same, William Ashby and I had frequent conversations on the subject both before and after my appointment as Guardian of Amelia, and the first time he talked to me about the matter, he stated that, he thought there would be about five hundred dollars each to be divided amongst the Heirs, and at each time he conversed with me he reduced the sum which would probably come to the Heirs - but about the time, before or after I can not distinctly state, that he paid me the $180.00 he informed me of the amount in the hands of Moore - He stated as a cause of the reduction, that there would probably be losses in consequence of the insolvency of persons who held the money - and some having left the country against whom he held bond - He also stated that he had followed one individual into Indiana ~~who held a considerable amount~~ and failed to get the money

Question by same, Did Wm Asher ever inform you whether he had recd the $500 from London, or has he ever paid it or any part of it to you or the heirs.

Ans by same He never informed me whether he had recd the money from London or not but a Brother of Ashers informed me that he had recd it. he has never paid me any part of it nor do I suppose that he has paid any part to the Heirs from the fact that I was called upon, and did pay back he return Sixty and Seventy Dollars of the money which I had received to the Guardian of Williams of William De Ary

Question by Dept counsel

In the conversation in which Wm Asher said that there would be 500$ to be divided between the heirs, did Asher speak of but 2 heirs or three, and was this conversation about, or before the death of Phineas Hunts wife who was one of the heirs

Ans by deponent, He spoke of but two heirs as I think and my opinion is that this conversation took place after the Death of Hunts wife

Question by same

Do you know that afterwards Phineas Hunt was disclosed to be an heir and took an equal share with the other two

Ans by same, I have no knowledge of this kind

Question by same

Did Wm Asher give you notice and request your attendance at court on the final settlement of said Asher. and did you agree as Guardian with Wm Asher that any settlement which he might make with Phineas Hunt you would abide by

Ans. by same, I have no recollection of any circumstance of the kind

Qu by Complts Counsel, ~~At the time~~ Did Mr Anthony in a conversation with you as attorney for Wm Ashe, after his final settlement with the Court say any thing about Money due the heirs in the hands Wm Dickey's Admr, and if so what.

Ans. by same, I had a conversation with Anthony at Springfield who informed me that there was money due the heirs in the hands of some person and on being enquired at whose hands, he supposed it to be in the hands of the administrator William Dickey, but said he did not know who these ~~the~~ were —

Aaron Brown

Also at the same time and place came Anthony Cudd of lawful age, of said county, who being duly sworn deposes and says in answer to to interrogatory,

Qu. Now by complainants Solr,

Did John Ashe appear here as the agent of Wm Ashe in taking these depositions, and did you hear him say any thing about his father Wm Ashe having recd the money spoken of in Aaron Brown's deposition in the hands of Moore in London Madison County.

Answer,

John Ashe spoke to me to attend at the taking depositions to day, and we conferred together as to the questions to be propound to the Witness. that after the deposition of A Brown was taken. Mr Stanton stated that he would then take ~~Ashes~~ Ashes deposition.

and prove by him that his father had sent the money spoken of by Mr Brown in his depos ition. and Asher replied that his father had sent some money but he could not say how much, or that he did not know how much, I understood (by the money spoken of.) the money from Madison County.

Lawley Sayre. Was a subpoena issued for John Asher with a view to take his deposition did he refuse to have his deposition taken, and leave town before the subpoena could be served on him, for the purpose of avoiding ~~having his deposition taken~~.

Answer by same

When Stanton proposed to take the deposition of Mr Asher, Asher stated that he would rather his deposition was taken when Mr. Anthony his father counsel was present as Mr Casad knew nothing about the case and proposed that he would attend at this place next court, or at Urbana so that Mr Anthony was present, and give his deposi tion, Stanton replied that he would not attend court in Urbana and would be too much engaged to attend to it here, and that he would then serve a subpoena and take his deposition, upon which Asher left the office and started out of town, for the purpose of avoiding the service of the subpoena, though none was issued at the time he left the office

Anthony Casad

I N. Z. McCallock Master commissioner in Chancery for the court of common Pleas of Logan County do hereby certify that the above named Aaron Brown and Anthony Casad were by me sworn and affirmed to testify the truth the whole truth and nothing but the truth and that

No. 39-SC-2

(9)

Union Common Pleas Court.

Bennett Walkins
Plaintiff,

AGAINST

Wm Asher,
Defendant.

OCT TERM, 1833
OCT TERM, 1838

JUD'G VS PLAINT'F

Journal 2 Page 72

Record No. Page

Ex. Doc. Page

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

Union Com Pleas

Bennett Watkins
and others
vs
William Ashe

Filed Oct 26th
1838
Jno. H. Lile Clk

Bennett & Wallally Jun

vs. } Ply

Mr. Arlen }

Do Plead specially say that the nuisance
in the Plaint do not exist and
that the nuisance and they set up in
the same are independent of
the Plaintiffs and necessary to support them
as they have ever been since the erection
whereof &c.

B. Chauncey, Solr for
~~Respondents~~ Compt Ds.

Filed April 20. 1838
Lewis Robbins

to the Clerk of Union
Common Pleas
opened on request of Defts atty
April 20th 1838

William Asher } Union Common Pleas
vs } In Chancery
Watkins and Wife }

Deposition of William Inskeep

question 1st
do you recollect a conversation that took place between William Asher and William Watkin in April AD 1836

Answer
I recollect that the said Asher and Watkins had some conversation at that time but cannot state the particulars

question 2d
did you hear William Asher tell William Watkin that there was four or five hundred dollars of property in his hands that belonged to Mary Dickey estate

Answer
I heard William Asher state that there was some Amount of Money due the estate that could not be collected but what Amount not recollected but to say that he told Williams Watkins that there was four or five hundred Dollars I could not

question 3d
did you notice any private conversation between the parties on that day

Answer
If they had any private conversation at that time I do not recollect. further this Deponent saith not

William Inskeep sr

I A. A. Williams a justice of the peace in and for the Township of Allen in the County of Union Ohio do hereby certify that the above named William Inskeep sr. of lawful age was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him subscribed was reduced to writing the questions by me and the answers by himself and were taken at the time and place specified in the inclosed notice. and John Asher appeared for William Asher and Watkins appeared for himself in testimony whereof I have hereunto set my hand this 12th day of April in the year 1838 A. A. Williams J. P.

William Asher } Union Common Pleas
agent }
Watkins and Wife } In Chancery

Deposition of Benjamin Vickers

question 1st
do you recollect a conversation that took place between William Asher and William Watkin in April AD 1836
answer I recollect they had some conversation but cannot state the particulars
question 2d
did you hear William Asher tell William Watkin that there was four or five hundred dollars of property in his hands that belonged Mary Dickey estate
answer
do not recollect any particulars
question 3d
did you notice any private conversation between the parties on that day
answer I did not further this deponent saith not

Benjamin Vickers

I A. A Williams a justice of the peace in and for the Township of Allen in the County of Union Ohio do hereby certify that the above named Benjamin Vickers was of lawful age and was by me first duly sworn to testify the truth the hole truth and nothing but the truth and that the foregoing deposition by him subscribed was reduced to writing by me and was taken at the time and place specified in the inclosed notice, and that John Asher appeared for William Asher and that Watkins appeared for himself and that the questions in both of the inclosed depositions were put by John Asher
in testimony whereof I have hereunto set my hand this 12 day of April AD 1838

A. A. Williams J P

witnesses were paid by Asher one dollar

Union Common Pleas

Bennett Watkins

vs

William Asher

Filed Nov. 25. 1838

Jas. H. Gill Clerk

1838

Know all men by these presents that we Bennett Watkins

are held and firmly bound unto William Asher in the sum of One hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 25th day of November A.D. 1838

The condition of the above obligation is such that whereas the said Bennett Watkins has taken taken an appeal from a certain Decree rendered against him and Amelia his wife and William Deeley in favor of the said William Asher in the Court of Common Pleas within and for the County of Union in the State of Ohio at the Oct. Term thereof A.D. 1838 for the sum of Thirty Dollars and twenty Eight cents as Costs to the Supreme Court within and for the County aforesaid Now if the said Bennett Watkins shall pay the full amount of the condemnation in said Supreme Court and costs in case a Decree shall be entered thereon in favor of the appellee then this obligation shall be void otherwise in full force and virtue in Law

Approved by me
Jas. H. Lee Clerk

Bennet Watkins (Seal)

James W. Crowe (Seal)

Jacob Parthemore (Seal)

No. 10.

Filed June 1, 1837
J. H. Gilchrist

Rec.d of William Arbn Adm.r of Mary Dickey
~~seventeen~~ dollars on account of the share of said
Estate due to William Dickey on of the heirs
of said Mary Dickey Nov. 20. 1848

Phineas Hunter

No. 7.

Filed June 1, 1831
J. H. Gill Clerk

Recd of William Asher administrator of Mary Pickey Deceased one hundred and four Dollars and twenty three cents

Phineas Hunt Jr
Guardian

September the 25th 1827

No. 11

Filed June 1 1837

J. H. Rice Clk

Rec.d April 13. 1829 of William Arthur Admr
of Mary Dickey fifty three dollars on account
of the Claim of said estate of Washington Dickey
dec.d

Princes Hunt

Administrator

Apr. 5. 1830

On my Settlement with P. Hunt 40 & 50 cents was deducted out of the Acct. of this Recpt. that belonging to Mr. Hunt as Adm. of G. W. Dickey & $7.25 was deducted on the part of this Recpt. after that deduction belonging to Wm Dickey — this Recpt. being overlooked & not chg.d by Mr. Hunt in his settlements C. Anthony

Paid
Jan. 1 1837
J. L. Hill & Co

Recd of William Archer one note on
James W Dickey to the amount of $55 - 18 3/4 cents
Recd by me

Phineas Yount
Guardian
or heir

March 26th 1827

No. 9

Filed June 1, 1857
J. H. Gee Clk

Rec.d April 14. 1828 of William Asher Admr.
of Mary Dickey forty seven Dollars & fifty
cents on acct. of the Share of James W. Dickey
of said estate

Phineas D. Hunt p.d.
administrator
of J. W. Dickey

No. 8.

Filed June 1, 1837
J. H. Gill Clk

Recd on the within two Dollars 81/4 cents

Recd on the within note twelve Dollars and fifty six and 1/4 cents —

Recd on the within order fifty six Dollars and twenty four and 1/4 cents

November the 30th 1825

72-113

June the 18th 1825

Thomas Irwin Esq

Sir please pay the bearer Phineas Hunt or the sum of one hundred Dollars on my account and oblige your friend

William his + mark Asher

Upon receiving this I gave a receipt for the amt. thereof which was in my hand Oct. 31. 1829

C. Anthony

The receipt above mentioned was dated Sept. 17. 1824 and for 32.00

C. Anthony

2.44 1/4
+ 12.56 1/4
56.74 1/4
72.13 1/4

No. 5.

Silva June 1831.

J. H. Gill Esq.

September the 5th 1823

we the appraisors of the property of Mary Dickey decease do here by certify that we have thought it most expedient to set of sixteen Dollars to each of the minors milly and William Dickey for their support for one year to be paid in one year after Date By William Sether administrator of said estate unto Phineas Hunt their gardian

Joseph Haines
William Southard } Appraisors
Samuel Black

Union Supreme Court

Mathias

vs

Asher

Agreement

Bennett Watkins &
Amelia his wife &
William Dicky
vs
William Asher

Union County
Supreme Court

In Chancery.

It is agreed between the parties to this suit that this cause shall be discontinued, and that twenty dollars of the costs shall be paid by the defendant and the balance by Complts, and that a decree shall be rendered accordingly.

Bennet Watkins
William his X mark Asher

January 11th 1840

Deposition of John
Willett, to be read in evidence
in a cause now pending in
the supreme court in Union Co
Ohio, in Chancery, wherein
Watkins & Wife & Wm Dickey
is Pltff & Wm Arthur is Deft

Filed June 13. 1839
Jas H. Gill Clerk

Mr Gill
Clerk of the supreme Court
Marysville
Union County
Ohio

Opened and request of Compltt
June 26th 1839
James H. Gill Clerk

William Asher
Pagan
Watkins & Wife and
Wm Dickey

Union County, Supreme Court
In Chancery

Deposition of John Willett of Ross County, Ohio taken before me Peter Patterson a Justice of the Peace in and for the County of Ross in the state of Ohio, at my office pursuant to the inclosed notice, at the time therein specified, and to be read in evidence in the above suit now pending in the Supreme Court in Union County, wherein Watkins & Wife & Wm Dickey is Plf. & Wm Asher is Dft. The said John Willett being first duly sworn, and being of lawful age, deposeth & saith - that he was personally acquainted with Wm Dickey dec.d the husband of Mary Dickey, at the time of his death, and for some time previous, and from conversations which this deponent had with the said William Dickey shortly before his death, the said Dickey had not more than four or five hundred dollars in cash, and further this deponent saith not. -

Sworn to & subscribed before me this 3d day of June 1839

John Willett

Peter Patterson J. Peace

I do hereby certify that the inclosed notice was filed with me at my office in Chillicothe in Ross County, Ohio, on the 1st day of June 1839 - by Wm Asher the above Named Dft but the above named Deponent could not appear till this day. Therefore the ~~taking~~ his deposition was adjourned till this day - when the said deponent personally appeared, and being first duly sworn, his statement on oath, was committed to writing by me, and subscribed in my presence - Given under my hand and seal this 3d day of June 1839

Peter Patterson J. Peace (seal)

Justice fees 0.75 cts Pd by Wm Asher
John Willett attendance } 0.50 Pd by Do

The State of Ohio }
Pike County } ss. I H Humphrey Fullerton Clerk of the Court of Common Pleas for the County aforesaid do hereby certify that Peter Patterson Esqr before whom the aforegoing deposition was taken was at the time of taking the same & now is an acting Justice of the peace in and for the County aforesaid duly commissioned & sworn

In Testimony whereof I have hereunto set my hand & affixed the seal of said Court this 3d day of June A D 1859.

H Humphrey Fullerton Clerk

William Asher
vs
Matthias Hedge and
Wm Dickey

Union County Supreme Court
In Chancery

Depositions will be taken in this case commencing on Saturday the 1st Day of June next at 8 O'clock AM before Peter Patterson a Justice of the peace at his office in Chillicothe and will continue from day to day until such Depositions as I shall see cause to take in the above case shall have gone through with To be used as Evidence in the above cause ~~Depending~~ now pending in the Supreme Court for the County of Union in State of Ohio

May 28th 1839

Anthony Rogers for
Complt

William Asher
adpr
Watkins Hoipe

Union Com Pleas
In Chancery

Depositions will be taken in this cause on Thursday the 12th day of April Inst. between the hours of 7 o'clock A. M. and 7 o'clock P. M. before Amos A. Williams Esq. a Justice of the peace within and for Union County at his office in Allen Township in said County

April 10. 1838

Attorney for Pltff for dept.

I have this day received a copy of the above April 10. 1838

Union Supreme Ct
William Asher
ads
Bennet Mathews et al ds
Filed June 13. 1839
Jas H. Lee Clerk

Clerk 66

The Account of Jacob Hubbard and Mary Dickey administrators of William Dickey deceased was exhibited to the Court examined passed and ordered to be recorded as follows to Wit" Jacob Hubbard administrator & Mary Dickey administratrix of William Dickey deceased Dr

To amt of Sales as per bill filed in Clerks Office	$377. 63½
To Cash on hand belonging to said estate	587. 25
To Amount of Monies received on Bond due to said estate	378. 00¼
	1342. 88¼

Contra Cr

No 1	By amt of Poor tax	$0. 93¾	
" 2	Cash paid for recording Inventory	1 75	
3	Cash paid J. Worthington for rent	32. 00	
4	Cash paid Carlisle a/c	1. 87½	
5.	Cash paid Delia Abrams	1 50	
7	Cash paid James McDougal	4 75	
8	Cash paid Wm Stephenson	3 37½	
9	Cash paid R. Douglas	10 00	
11	Our Charges at 6 pct	80. 52	$ 136. 70¾
			$1206. 18½

The State of Ohio }
Ross County ss } I Humphrey Fullerton Clerk of the Court of Common Pleas for the County aforesaid do hereby certify that the aforegoing is truly Copied from the records of said Court

In Testimony Whereof I have hereunto set my hand & affixed the Seal of said Court this 3d day of June A D 1839

Humphrey Fullerton Clerk

Deposition taken before me the undersigned a Justice of the Peace in and for Logan County at the House of William Grubb on the Town of Middleburg in Logan County in the suit pending between Benner Walker & Amelia his wife and William Dickey Complainants and William Asher defendant in the Court of Common Pleas of Union County in Chancery. The said deposition being taken by consent of the parties the Complainants by Mr. Stanton and the defendant by Mr. Anthony by of whom appeared before me. On this eighth day of August 1838

Joseph Slater a witness called by defendant and a person of full age being first duly sworn deposes and says in answer to interrogatories

Question by defendants Solicitor

Is William Dickey under the age of twenty one years Who is his Guardian Is this suit prosecuted by his work or the work of his Guardian? State all you know about it

Answer he is under the age of twentyone years
I am his gaurdean
this suit is not prosecuted by the wish of him or his guardian but against both
I do not know by what authority his name is used in the present suit Wm Dickey said he wanted no suit non neither did I ~~have~~ wish it

Question by Same. As Guardian of William Dickey is it your wish that any further action should take place in the Suit. Does either the welfare or interests of your Ward or your duty as Guardian require that you should allow William's name to be used in said Suit

Answer no sir it is not my wish. I do not ~~think~~ think his name should be used in the suit

Interly Campbell Sol, Have you had any conversation with William Dickey on the subject of this suit since he was made a complainant in it

Answer Interly Deponent, the last conversation I had with him was in the month of April last I do not know when he was made a complainant in this suit

Interly Same, Have you as guardian of William Dickey made any settlement with the Court by which you were appointed or with the admr of the estate of Mary Dickey, and is there any money in the hands of the defendant due William Dickey, as one of the heirs of Mary or William Dickey deceased.

Answer I have made no settlement with the court since I was chosen as guardian which is about six years I have made no settlement with Wm Asher as administrator of Mary Dickey

I do not know of any money in the hands of the defendant in the hands of the defendant due to Wm Dickey

At the time I was chosen guardian I examined the records of Champaign and found that the administrator ~~and guardian~~ Mary Dickey had settled with the court and found also that Phineas Hunt former guardian of Wm Dickey had settled with the court. Phenias Hunt has left the country and left his business with Jesse Balden with whome I settled and gave receipts

Ex by same, Did you tell Bennett Watkins that there was a good deal of money some where due the children, and if so where did you suppose it was.

Ans by same I told him that I thought the heirs was wronged by some person but I did not know who

Ex by same, You say Thomas Hunt settled with the Court as guardian of William Dickey, and paid the cost found in his hands to Lesse Baldwin from whom you rec it, if so through whose hands did the estate pass by whom they could be wronged except the defendant.

Answer by same Thomas Hunt might have wronged it for any thing I know

~~You~~ Ex by same, You say that you do not know of any money in the hands of the defendant due William Dickey, Did you not testify in your former deposition in this cause that the defendant told you he had rec money from a Justice of the peace name Hausman since his settlement with the Court for which he was not accounted.

Answer by same I have no recollection of giving any such testimony

Ex by same When will William Dickey be twenty one years of age, are you the son in law of the defendant.

Answer by same according to my information and and knowledge he will be ~~of~~ twenty one years of age some time in september next

Joseph Stokes

Also at the same time and place came Benjamin Vickers a person of full age who being first duly sworn deposes and says in answer to interrogatories as follows

Question by Defendant Were you present at an interview between ~~Wm~~ Wilbur Watkins and William Asher. If you were state when it was When it was and who were present and state also whether you were even present at any more than one conversation between them!

Answer by witness About two years ago last April I was present when the above named persons was together in conversation at a logrolling at William Ashers Wm Inskeep ~~sen~~ John Asher and a number of others were present

I never saw William Asher and Wm Watkins together at any other time that I recollect

Question by same Was the conversation you have spoken of above private between Asher & Watkins or in the presence of the rest.

Answer in presence of the company

Cross Examined by Campbells Col,

Did William Asher and William Watkins have any conversation alone, or were they not together when the company were at dinner and might they not at that time have had conversation which you did not hear.

Answer It appears to me that they were in the lane together while the company was at diner But I think think John or David Asher or both was with them Benjamin Vickers

Also at the same time and place came John Ashes a person of full age who being duly sworn deposes and says in answer to interrogatories as follows.

Question by defendants solicitor

Were you present at a conversation between William Watkins and William Asher. If you were state when it was. When it was Who were present. What passed between them and state also whether they had any private conversation or not and whether they ever had any other interviews or not

Answer I was present at a conversation with Wm Watkins & Wm Asher two years years ago last April at William Ashers. Wm Inskeep Benjamin Dickers Joh Sharp John Sharp & others were present. Wm Watkins came to Wm Ashers and told Wm Asher that he had come to see him about Amelia & Benets Watkins estate And Wm Asher told him he had nothing to do with the estate he had settled with the court And had left all the papers with the court except som old papers that was of no use. And them papers can be had if called for and receipted for

They had no priveto conversation at all for I was aware of them and stayed by them myself

I know not of any other interview they had at tall. In the conversation above repeated to Wm Asher told Wm Watkins that if the heirs and gaurdians would impower him he would collect for such a part or so much a day as he had no power to collect any claims due to the said Mary or Wm Dickey

Qu by Complaints Sol, Did Wm Asher and Wm Watkins have any conversation in the lane or the yard while the company were at dinner, if so what was it,
What share did Wm Asher ask for collecting, and what reason did he give for having no power to collect claims due the estate of Mary Dickey, and what power did he ask of the heirs and guardian.

Answer by same, they had conversation in the yard while part of the company was at diner and the conversation is as I stated before in the former conversation.
I do not recolect that I asked any particular share ~~on what reason he had~~ for collecting And he gave for a reason that he had no power to collect that he had settled with the court and had given up the papers.
I do not recollect of any kind of a power was required or talked of

Qu by same, Did Wm Asher ever tell you that he had recd the money due the estate of Mary Dickey, from Mr Moore in Madison County, and if so what sort was there of it and when did he receive it.

Answer Wm Asher told me that he had received money from Mr Moor I have no recolection of the amount nor on what account he Recd it But he told me he payed it over to the guardian of Mary Dickey estate

Qu by same, Do you know of Wm Asher having recd a horse in payment, or in part payment of a claim due the estate of Mary Dickey

which was given in part payment for land.

Ans by same I do not

Qu by same, Did you ever hear him say any thing on that subject.

Ans by same I never did

Qu by same, Do you know of Wm Ashe authorising Lorenzo Ashe to receive money collected by a Justice of the peace from a man named Housman, and if so did Lorenzo Ashe receive any of the money and how much

Ans by same. I have no recollection of that matter.

Qu by same, Did you appear as the agent of your father at the Clerks office in Bellefontaine at the taking of the deposition of Aaron Brown, and did you there say that your father had paid the money rec'd from Madison County to the guardians, of the estate of Mary Dickey

Answer by same I was at Bellefountain at that time to get Mr Cassel to attend to it as he was employed so to do. I do not recollect what I sayed about the money that day

Qu by same, Are you the son of Wm Ashe.

Answer I am.

Question by defendants Sol.r Is your father a man of learning or is he an illiterate man. Can he read or write.

Answer he is an illiterate man he can neither read or write

Question by same Were acquainted with Mary Dickey. Do you know any thing about the situation of the estate when she died. Was there any cash on hand If there was how much.

Answer yes I was acquainted with Mary Dickey
I know the estate was very much scattered
about
At the time the letters of administration was
granted Washington Dickey & Phineas Hunt
was called on to produce the pocket Book
and there was one dollar and a half or two
dollars and that was all that came into
his hands at that time as I know of
Qu by Complts Counsel, What was your age at the
death of Mary Dicky, and do you know but
there may have been ten thousand dollars on
hand at ~~the~~ the death ~~of Mary Dicky~~
Answer by same About twenty years old
I do not know whether there was any more
money than I have stated or not
John Stokes

Also at the same time and place Joseph Stokes
was sworn, and says in answer to interrogatories
as follows to wit.
Qu by Complts Solr Did you as guardian of
Wm Dicky ever receive any money from
Wm Dicky as admr of the estate of Mary
Dicky.
Ans by deponent, I never did receive a cent
Joseph Stokes

I Richard Humphreys a justice of the peace in for said township in Logan County Ohio do hereby certify that the above-named Joseph Stokes Benjamin Vickers & John Asher were by me first duly sworn to testify the whole truth and nothing but the and that the foregoing deposition by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the foregoing caption

In testimony whereof I have hereunto set my hand ~~Seal~~ this 8th day of August 1838

Richard Humphreys JP

fees $2.20 paid by Wm Asher
Deft. in said suit
R Humphreys

three witnesses fees $1.50
paid by Wm Asher

Union Com Pleas

Bennett Watkins
and Wife
vs
Wm Aker

Notice to take depositions

Union Com. Pleas.

Samuel D. Watkins and Amelia his wife
vs
William Asher

In Chancery

Depositions will be taken in this cause at the residence of Gallant Kelly in the town of McConnelsburg in the County of Champaign on Monday the 17th inst. between the hours of 6 o'clock A.M. and six o'clock P.M. of said day and to continue from day to day until completed, to be read in evidence on behalf of complainants on the trial of the same in the Court of Common Pleas for the County of Union.

July 13th 1837.

B. Stanton
Sol. for Complts.

Served the within by handing a copy to Wm
Lehn
April 5th 1838.

A K Dillon } Const
Jane Tp Logan County

Benjamin Watkins and Amelia his wife
vs
Wm Ashe

Union Com Pleas
In Chancery

Depositions will be taken by the plaintiffs in this cause at the residence of Wm Ashe in Jackson Co on Saturday the 7th inst between the hours of 7 o'clock A.M and 9 o'clock P.M of said day to be read in evidence on the trial of the above cause on behalf of the plaintiffs

April 4th 1838

P. Stanton
Atty for pltffs

Union Com Pleas

Dennis Watkins Trustee
vs
William Asher

Phineas Hunt Admr of James W Dickey
~~appointed~~ Sale bill filed Nov 13th 1824. amt 150.60
Other assets 265.56
Admr Cr By amount paid Wm Asher Ac7. 55.00

Balance in ~~the hands~~ favor of Admr on final settlement 35.66
Estate settled June 7. 1829.

Mary Dickeys estate.

Partial settlement at Nov 7. 1827. balance then found in the hands of admr — 11.73.99
on final settlement at Nov 7. 1829 balance found in the hands admr 465.26.
Amt of Sale bill — — 426.41
Amt of schedule of debts — — 1023.25
1439.66
Amt of debts paid out as per first settlement 255.67
Final settlement amt allowed admr for settlement 82.25
Amt of Debts paid as per final settl. [redacted] .59
Debts returned uncollectable
Amt due from Larkin Asher — 50.00
Note on charles Asher — 44.00
Debt against Housemon — 56.73
Amt against John D Wiley — 26.82
Amt against Hannamalt and Latta 121.17
" " John Byrd — 18.00
Amt paid Samuel Nichols Ac7. 125.55

Wm Asher appointed admr of the estate of Mary Dicky at a special session of the Court of Common Pleas Aug 18. 1823. Thomas Irwin and Solomon Haines securities.

Phineas Hunt appointed Admr of the estate of James W Dicky Aug 18th 1824. Securities Ezra Reed and John Mc Adams.

guernsey county
ohio washington
post office
Vincent Sapp

filed June 1 1837
J. H. Gick Clk

1173.00
684
485

Mr. William Archer
Postmaster Post Office
Allen township
Union County
State of Ohio.

Mr. Archer

Vincent

Chillicothe Dec 2 - 1833

Mr John Asher

Sir - I have collected nothing as yet on the suit of Duhey & Hubbard v Hanawalt & Latta, and I dont know that there is any prospect of collecting any thing further than what was obtained by you & Mr Duhey several years ago - I am writing however to see if I can get any thing off the estate of Henry Hanawalt, and you know that is a tedious business under our laws. Christopher Hanawalt is the Admr and if he does not do something soon I shall bring suit agst him whether the estate is worth any thing I cannot tell but expect it is worth little & perhaps insolvent or nothing I will do the best I can and let you know the result. I know of nothing to be had off Lattas estate. -

yours &c

R Douglas.

No. 39-SC-3

Union Common Pleas Court.

William Emerson
Plaintiff,

AGAINST

Samuel Westlake et al
Defendant.

JUL TERM 1838

JUDGMENT VS DEFENDANT

$170 68

Journal 2 Page 40

Record No. No Record Page

Ex. Doc. Page

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

Mr Emerson
to
Reykinnah & Samuel
Westlake

Filed April 17th 1838

James H. Gillelen

William Emerson
vs
Zaphniah Westlake
& Samuel Westlake

In Assumpsit
Damages $250.00

The Clerk will issue a summons returnable on the first day of next term Endorse suit Assist on note of hand given by Defendants to plaintiff for one hundred and fifteen dollars and fifty cts for value received dated October 24th 1836 and due twelve months after date Also for goods sold & delivered &c

To the Clerk of the Hon Common Pleas

Dated April 17. 1838

John Lawrence
Atty for Plff

William Emerson
v
Zephaniah Prestlatt & others
Summons

Suit brot on note of hand given by Defts
to Pltffs for one hundred and fifteen Dollars
and fifty cts for value Recd dated Oct 24th
1836 and due twelve months after date
Also for goods sold and delivered &c

John Lawrence
Atty for Pltff

Served by Delivering a certified
Copy to each Defendant
April 18th 1838 R Clark Sheriff

Serv	75
Mil	10
2 copys	32
	117

Filed April 19th 1838
James N. Lee Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Jephemiah Westlake and Samuel Westlake to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County on the 20th Inst to answer unto William Emerson in a plea of assumpsit Damages $250.00 and have you then there this Writ Witness James H Gill Clerk of the Court of Common Pleas within and for the said County this 17th day of April AD. 1836

James H. Gill Clk

Union Supreme Court

William Emmerson
vs } Transcript
Samuel Westlake &
Zephaniah Westlake

Filed May 13. 1839
James H. Gill clk

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following Entry and Judgment are truly copied from the Journals of said Court to wit.

William Emmerson vs Simeon Westlake & Zephaniah Westlake } July 15th 1838 Assumpsit

This day came the parties by their Attorneys. and submit the cause to the Court. and the Court being fully advised in the premises do assess the damages of the said Plaintiff to one hundred and twenty dollars and sixty eight cents It is therefore considered that the said Plaintiff recover of the defendants the said sum of $120.68 his damages aforesaid in form aforesaid expressed and also his costs in this behalf expended taxed to Eight dollars and twenty eight and a half cents

Notice of appeal by the defendants

In Testimony whereof I have hereto set my hand and seal of office at Marysville this 13th day of August A.D. 1838

James H. Gill Clerk

J & S. Westlake
Adl
Wm Emerson

Plea

Filed May 16. 1838
James H. Geer Clk

Zephaniah and Samuel Westlake ads William Emerson

Union County Court of Common pleas April Term 1838

and the said Defendants come and defend &c and say that they did not assume and promise in manner and form as the said William Emerson hath declared against them and of this they put themselves upon the country and the said plaintiff doth the like

By W C Lawrence his atty

W. Lunson
by
Zephaniah Wattles
and Samuel Wattles

Declaration

Filed April 21st
1838
James H. Gillett

Recorded
1838

Amount due July 13. 1838

$120.68

Cost bill made

Amt. due June 27 1840 120.68
Interest 14.24
Fees 6.03
$140.95

134.92

William Emerson
vs
Zephaniah Westlake
and Samuel Westlake

Court of Common Pleas April
Term A.D. 1838

Union County ss

William Emerson complains of Zephaniah Westlake and Samuel Westlake in a plea of assumpsit for that whereas the said Zephaniah Westlake and Samuel Westlake on the twenty fourth day of October in the year Eighteen hundred & thirty six at the County of Union made their promissory note in writing and delivered the same to the said William Emerson and thereby promised to pay to the said William Emerson or order one hundred and fifteen Dollars and fifty cts in twelve months after the date thereof which period has now elapsed and the said Zephaniah Westlake and Samuel Westlake then & there in consideration of the premises promised to pay the amount of the said note to the said William Emerson according to the tenor and effect thereof yet the said Zephaniah Westlake and Samuel Westlake hath disregarded their promises and hath not paid the said sum of money or any part thereof to the damage of the said William Emerson two hundred and fifty Dollars and therefore he brings suit &c

John Laurence
Atty for plff

Twelve Months after date we or either of us promise to pay William Emerson or order One hundred fifteen Dollars 50/100 for value received October 24th 1836 Zephaniah Westlake
Samuel Westlake

Union Com. Plea

Zephaniah Mattocks

To } Appeal Bond

Wm. Emmerson

Filed August 11. 1838

James H. Gill Clk

Know all men by these presents that we Zephaniah Westlake and Josiah Westlake are held and firmly bound unto William Emmerson in the penal sum of Two hundred and Seventy five Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 11th day of August 1838

The condition of the above obligation is such that whereas the said Zephaniah Westlake has taken an appeal from a certain Judgment rendered against him and Samuel Westlake in favor of the said William Emmerson in the Court of Common Pleas within and for the County of Union in the State of Ohio at the July Term thereof A.D. 1838 for the sum of one hundred and [illegible] Twenty Dollars and 68/100 Damages and nine Dollars 53/100 costs to the Supreme Court within and for the County aforesaid. Now if the said Zephaniah Westlake shall pay the full amount of the condemnation in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellee then this obligation shall be void. Otherwise in full force and virtue in Law

Zephaniah Westlake Seal

Josiah Westlake Seal

No. 39-SC-3

Union Common Pleas Court

William Bunerson
Plaintiff,

against

Samuel Westlake
Defendant.

JUN TERM. 1840

Judg. vs. Defendant
$140.96 D
"

Journal SC 1 Page 49

Record No. 1 Page 167

Ex. Doc. Page

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Supreme Court

William. Emmerson

vs

Samuel Westlake

Filed July 6th 1846

Jno. W. Gill Clk

The State of Ohio Union County ss
To the Court of Common Pleas within and for said County Greeting

We command you that you cause Mrs Emmerson to have execution of a certain Judgment rendered in his favor against Samuel Westlake by our Supreme Court within and for the said County of Union on the 27. day of June A.D. 1840 for the sum of One hundred and forty Dollars and 95/100 Damages & penalty and further sum of $16.77½ costs

Witness Geo H. Gill Clerk of said Court at the Court House in Marysville this 6th day of July 1840

Geo. H. Gill Clerk

No. 39-SC-4

Union Common Pleas Court

John T. Kelly Plaintiff,

against

Edward P. Johnson Defendant.

JUN TERM 1840

Decree for Plaintiff

SC

Journal 1 Page 52

Record No. 1 Page 188

Ex. Doc. 1 Page 145

in case the appellant shall be condemned in the ~~costs~~ action and shall fail to pay the condemnation money & costs that have accrued & may accrue in the court of common pleas

Taken signed and acknowledged before me this 9th day of June AD 1838 — Signed Joseph Layman

Christian Myers Justice of the Peace

State of Ohio } I hereby certify the foregoing to be
Union County ss } a correct copy or transcript of the proceedings before me in the action aforesaid between John J Kelly Plaintiff and Edward S Johnston Defendant

Given under my hand and seal June 9th 1838

Christian Myers Seal
Justice of the Peace Millcreek Township

appeal entered by the defendant —

Delaware S. Kelly
vs
Edward S. Johnston
Transcript of Proceedings
Filed July 13. 1838
Jas. M. Leib Clk

Transcript —

John J Kelly
vs
Edward P. Johnston
Debt $9 ; 17
Justice fees $ 2 ; 03
Constables fees $3 ; 07
Witnesses fees 6 ; 50
Appeal Bond 25
Transcript 31
12,16

Suit bought on account of $11,16½
Also Due Bill of 72½ cents
May 14th 1838 Summons issued directed to D. Bailey Const appearance the 22nd inst at 1 Oclock P.M. and made return on the 16th of May 1838 Served by reading fees 25 at the request of defendant Subpoenas issued for Joseph Layman and H R Elgin also for Wm Hays & Sarah Kent at the request of Plaintiff Subpoenas issued for Wm Kelly James Kelly & Christopher Hannawalt Const made return Service on all by reading
May the 22nd AD 1838 the Parties attended and both agreeing to adjourn until Saturday the 2nd day of June AD 1838 at 1 oclock P.M. May the 28th at the request of Plaintiff Subpoenas issued for Wm Kelly James Kelly Myro Skinner & Duane Skinner at the request of Defendant Subpoenas issued for Wm Hays H.R. Elgin Joseph Layman & Sarah Kent witnesses all attended but H R Elgin & Sarah Kent failed to attend at the request of Defendant attachment issued for Sarah Kent & Const made return of attachment executed by bringing witness forthwith Serving 25 Milleage 12 cents made return of Subpoenas Served on all by reading
June 2nd AD 1838 Parties being ready for Trial after hearing the proofs and allegations of the Parties it is adjudged that the Plaintiff recover a judgement against the defendant for the sum of Nine Dollars & Seventeen cents and costs of Suit Taxed at $11.60 June 2nd AD 1838
In the action of John J Kelly against Edward P Johnston I Joseph Layman do acknowledge myself bail for the appellant in the sum of Fifty Dollars to be levied of my goods and chattels lands and tenements if default be made in the condition following which is

John J Kelly's
a/c Comt. vs
Edward P Johnston

Filed August 7. 1838
James H. Gill Clk

100/135

65
160
3900
45
Recapt
135/10400 (76.5
945
850
1080
40.8
27

Jeffersonville November 20th 1837

Edward P. Johnston — Dr

To John J. Kelly

Lot 182

To Making 4.00 latter at 2,50 per thousand — $1.00

To Making Collar Beams for house — 0.75

To Wm 1 day at Chopping Wood — — — 0.50

April 6th 1838

To ~~[illegible]~~ paid Hackenshadt per Johnston ~~[illegible]~~

To Clearing 1/4 acre of land — — — 1.18 3/4

To tending trial against Skinner — — — 0.50

To the use of one horse from the 6th of April to the 7th of May at 25 Cts per day — — — ~~1.75~~

11.1 8/12

J. J. Kelly
vs
E. P. Johnston

Ma

Filed August 7th 1838
James H. Gill clk
Cost bill made
Recorded

Union County Ss

Union County Com Pleas
July Term 1838

John I Kelly Complains of Edward P Johnston in a plea of Debt for that whereas the said Edward on the 18th day of December in the year one thousand eight hundred and thirty seven at the County aforesaid made his certain writing obligatory of that date sealed with his seal and now here to the Court shown and then and there delivered the same to the said John and thereby bound himself to pay to the said John I Kelly seventy two and one half cents on the first day of April 1838 which period has now Elapsed

And also for that whereas the said Edward P. Johnston on the first day of April in the year 1838 at the County aforesaid was indebted to John I. Kelly in the further sum of Ten dollars for the price and value of goods then and there Bargained and Sold by the said John to the said Edward at his request

And in the sum of Ten dollars for the price and value of goods then and there sold and delivered by the said John to the said Edward at his request And in the sum of Ten dollars of the price and value of work then and there done and materials for the same provided by the plaintiff for defendant at his request

And in the sum of Ten dollars for money then and there paid by the plaintiff for the use of defendant and at his request

And in the sum of Ten dollars for money found to be due from defendant to plaintiff on an account then and there stated between them. Yet the said Edward has not paid the said several sums of money or either of them nor any part thereof To the damage of the said John fifty dollars and therefore he brings Suit &c

By H B Lawrence his atty

Union Com. Pleas

John J. Kelly
vs } Sub
Edm. P. Johnston

Serv — 87½
4 Copy — 60
Mil — 75
2,22½

Filed Oct. 25. 1838
Jas. H. Gill Clk

Sworn upon & Myers & Randel & F. Kelly by reading
and upon all Stevens B. Stevens & Kelly & Kelly
by copy

R. Cardwell

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Milo Skinner Duane Skinner Francis Kelly William Kelly Christian Myers Moses Randal and James Kelly

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next term, to testify and the truth to speak on behalf of John J. Kelly in a certain matter in controversy in our said Court depending: wherein John J. Kelly is plaintiff, and Edm. R. Johnston is defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* 23d *day of* Oct *A. D.* 183 8

Jas. H. Gill *Clerk.*

Union Com. Pleas

Edward P. Johnston
aps } Sub
John F. Kelly

Serv — 62½
2 Copy — 30
Mil — 75
$1,67½

Filed Oct 25. 1838
Sa. H. Lieb Clk

Issued upon Elijah Hayes & Andrew Ralby
and upon Layman & Kent by Copy
C. Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon H. R. Elgin Isaac Anderson and William Hays and Joseph Layman, and Sarah Kent

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next term, to testify and the truth to speak on behalf of Edward P. Johnston in a certain matter in controversy in our said Court depending: wherein John J. Kelley is plaintiff, and E. P. Johnston is defendant. And this ~~they~~ shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* 16 *day of* Oct *A. D.* 183 8

Ja. H. Gill *Clerk.*

Union Com. Pleas

E. P. Johnston
ats
J. J. Kelley

Plea & set off

Filed Oct 27. 1838
Jno. H. Gill Clk

Com. Pleas October Term 1838

Union County, ss.

And the said Edward P. Johnston by Powell his attorney comes &c and says that he does not owe the said John S. Kelly in manner & form as he the said Kelly has above complained against him & of this he puts himself upon the country &c.

And the said Plaintiff will take notice that the said defendant will give in evidence on the trial of this cause in bar of the Plaintiffs right of recovery that the said Plaintiff at & before the commencement of this suit, that the said Pltff. was indebted to the defendant in the sum of one hundred dollars as well for goods & chattels by the defendant before that time sold & delivered to the Plaintiff at his request; as for work & labor by the defendant before that time done & performed to & for the Plaintiff at his request; as for money by the defendant before that time lent, advanced & paid out to & for the Plaintiff at his request; as for other money by the Plaintiff before that time had & received to & for the defendants use; & as for other money before that time found due & owing from the Plaintiff to the defendant upon a statement & settlement of accounts between them. And being so indebted the defendant afterwards & before the commencement of this suit promised to pay the said sum of money to the deft. when thereto requested yet though often requested so to do the Plaintiff has not yet as yet paid the said sum of money or any part thereof which the deft. will set off against any demand of the Plaintiff to be proved on the trial & prays judgment for the balance &c

J. D. Powell Defts atty.

Union Comm. Pleas

John S. Kelly

vs

Edward P. Houston

Serv	87½
Mil	1,00
Copy	15
	$2,02½

Filed Apl 22. 1839

James H. Lee Clk

Served by Reading to Milo Skinner Duane Skinner & Wm Shiffly Myers and by Copy to F Kelly & Randal & J Kelly not found

R Clark sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Milo Skinner Duane Skinner Francis Kelly William Kelly C. Myers Aaron Barnes and James Kelly to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term then and there to testify and the truth to say on behalf of John G. Kelly in a matter pending in said Court wherein said Kelly is Plaintiff and Edward P. Johnston is Defendant and have you then there this writ

Witness James H. Gill Clerk of the Court aforesaid at Marysville this 13th day of April A.D. 1839

James H. Gill Clk

Union Com. Pleas

Edm. P. Johnston

adds ? Sub. for mts.

John S. Kelly

Serv	37½
Mil	70
2 copys	30
	$1,37½

Filed Apl 22. 1839

James H. Lincoln

Served by Reading to Sarah Kent and by Copy to J Layman & W Hays

R Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon: Joseph Layman William Hays Sarah Kent

to appear before our Court of Common Pleas in and for the ~~Court of Common Pleas~~ County of Union aforesaid at the Court House in said County on the first day of next Term to testify and the truth to say in behalf of Edward P. Johnson in a matter in said Court pending wherein John J. Kelly is Plff and said Johnson Defendant and this they shall in no wise omit under the penalty of the Law and have you then there this writ

Witness James H. Lee Clerk of said Court at the Court House aforesaid this 16th day of April 1839

James H Lee Clk

Filed Oct 23 1838

Jas. H. Gill Clk

John J. Kelly } Oct Term A.D. 1838
vs } The Clerk will issue subpoenas for
Edwa P. Johnson } Milo Skinner Duane Skinner Francis
Kelly & Myers Alvin Hyndall & James Kelly
and Mrs Kelly

to appear on the first day of next Term to testify in behalf of the plaintiff

Oct 2d. 1838

his
John K J. Kelly
mark

John J Kelley
vs
Edward P Johnstone

Union Common Please
appeal from justice of the peace's
Docket

Defendant will take notice that the deposition of James Kelley and others will be taken on the 9th day of Feb AD 1839 before Christian Myers a justice of the peace at his office in Mill creek Township Union County Ohio between the hours of 6 o'clock A.M. and 6 o'clock P.M. of said day to be read in evidence on the trial of the above cause

Feb 9th AD 1839

John J Kelley

Aug 7. 1838

Filed ~~Aug~~

James H. Lee

Clk

$0.72½

75

On the first day of April 1838 I promise to pay to John J. Kelley the sum of Seventy two & a half cents for value received

Witness my hand & Seal this 18th day of December 1837.

Edw. Johnston (Seal)

To the Clerk of the Court of Common Pleas
Union County Ohio
Deposition of James Kelley to be read
in evidence in a cause pending between
John J Kelley & Edward P Johnstone
in the Court of Common Pleas

Fees 37½ Cents

Offered on request of Plffs atty
Apl 25. 1839
Jas H Lee Clk

Filed Apl 25. 1839
Jas H Lee Clk

Deposition of James Kelley of Millcreek Township in the County of Union Taken on the 9th of February in the year One Thousand Eight Hundred and Thirty nine between the Hours of 6 oclock A.M. and 6 oclock P.M. of said day at the office of Christian Myers a justice of the peace pursuant to the enclosed notice to be read in evidence in a cause pending in the Court of Common pleas of Union County between John J Kelley Plaintiff and Edward P Johnstone Defendant The said James Kelley being first duly Sworn and of lawful age deposeth and saith That Edward P Johnstone came to the house of John J Kelley and told Kelley that he said Johnstone wanted to hire Kelley's horse and Kelley told Johnstone that he would not hire the horse Kelley said if he hired his horse he would be at what could he recovered would be the hire of horse if the horse was damaged Johnstone agreed to take the horse and to said horse away with him and Johnstone agreed to pay John J Kelley whatever was right for the use of said horse when Johnstone returned the horse to Kelley Johnstone had said horse ~~from~~ one month and one day Johnstone received the horse on the 6th day of April 1838 and said horse was not returned until the 7th day of May 1838 said horse had his back damaged very much and Johnstone told Kelley to hire a horse and Johnstone told Kelley he would pay for the use of any horse that Kelley would hire until the back of Kelley's horse became healed ~~healed~~ Johnstone never paid any compensation for the use of said horse to my knowledge further this deponent saith not

James his R mark Kelley

I Christian Myers a justice of the peace in and for the Township of Millcreek in the County of Union Ohio do hereby certify that the above named James Kelley was by me duly sworn to testify the truth and the whole truth and nothing but the truth and that the forgoing deposition was by him subscribed in my presents and was by me reduced to writing and was taken at the time and place specified in the inclosed notice In testimony whereof I have hereunto set my hand and this 9th day of Feby AD 1839

Christian Myers J P (Seal)

Union Supreme Court

John. J. Kelly

vs.

Edwd. P. Johnson

Filed July 6th 1840

Jas. W. Gill Clk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting.

We command you that you cause Edward P. Johnston to have execution of a certain decree rendered in his against John J. Kelly by our Supreme Court within and for the County of Union on the 27th day of June A.D. 1840 for the sum of $26.13 cents costs

Witness James H. Gill Clerk of said Court at the Court House this 6th day of July A.D. 1840

James H. Gill Clerk

Union Common Pleas

John G. Kelly
vs } Fi Fa
Edwd. P. Johnston

Judgt Costs $ ~~10.00~~ 8.96
mit .35
~~$10.00~~
$9.31

Filed Apl 22. 1839
James H. Lee Clk

Rec'd Oct 26th 1839
Filed 15 Rec'd 5 Dollars money made in full
R. Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the goods and chattels and for want thereof of the lands and tenements in your Bailiwick of Edward P. Johnston you cause to be made the sum of ~~Twelve~~ eight dollars and ~~34~~ 96 cents which by the Judgment of our Court of Common Pleas in and for the County aforesaid at the October Term thereof A.D. 1838 John G. Kelly recovered against the said Edward P. Johnston, Defts costs with interest thereon from the 26th day of Oct. 1838 until paid and the accruing costs and have that money before our Court of Common Pleas on the first day of next Term to render unto the claimants Defts costs $7.38½

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

Witness James H. Gee
Clerk of said Court at
the Court House in Marysville
this 26th day of Oct. 1838

James H. Gee Clerk

No. 39-SC-S

Union Common Pleas Court.

Ebenezer Crawford
Plaintiff,

AGAINST

Amos A Williams
Defendant.

APR TERM 1839

JUDGMENT VS DEFENDANT
$71 85-12

Journal 2 Page 83

Record No. No Record Page

Ex. Doc. Page

The J. D. Smith Co., Springfield, Ohio.

Ebenezer Crawford
vs
A A Williams

Praecipe

Filed July 14
- 1838 - D W Gill Clk

State of Ohio Wilson County ss } July Term 1838
Edwards Crawford } — of Wilson Common pleas
vs } In assumpsit Damages
A A Williams } one hundred and sixty dollars

Issue a summons returnable forthwith —
Endorse suit brot on a writing obligatory
Commonly called a Sealed bill Given by Deft
to plaintiff for one hundred and two dollars
dated December 1th 1829

P B Cole atty
for Pltff

To the Clerk of Common pleas
July 14th 1838

Rec'd July 2nd 1831 of J. P. Craig
by the hand of A. A. Williams the
payment ~~of the~~ on the within
account —

G. Vandoren

A.

A. A. Williams
Account

1828 Amos A. Williams To Gilbert Vandoorn Dr

Decr 9th	To Cash paid for News papers	$00-31¼	
1829	" 1 pare Shoes for William	1-75	
		8-00	
Jany 16	" an order on K Lamb	46-60	$56-66¼
Feby 28	" Amount for bill paid Chapman & Gording		
	Due bill	80-67	
	Interest on due bill	6 45	87 12
			$ 143 78¼
	Ebenezer Crawfords Account		80-25
			224 03½

Minor Con pleas

David Witter vs Ebenezer Crawford

July 14th 1838

A A Williams

Served by Delivering a certified Copy to Defendant

July 14th 1838 R Clark Sheriff

Serv ——— 35
Mil ——— 5
Copy ——— 15
55

Filed July 14. 1838
James H. Gill
Clk

Suit Brot on a writing obligatory. Commonly called a due Bill given by Deft to Plaintiff for One hundred and two dollars. does due on 1st 1829 Plaintiff to recover

Clerk Court of Common Pleas

July 14 1838

The State of Ohio Meigs County ss

To the Sheriff of said County Greeting

We command you to summon A A Williams to be and appear before our Court of Common Pleas of the County aforesaid at the Court House in said County forthwith to answer unto Ebenezer Crawford in a plea of assumpsit Damages one hundred and Sixty dollars and have you then there this writ Witness J H Gill Clerk of the Court of Common pleas of Meigs County this 14th day of July 1838.

J H Gill C M

Amos G Williams
vs
Ebenezer Crawford

Plea

Filed October 25th 1888
Jas. H. Gill Clerk

Union Com Pleas

Amos C. Williams
vs
Ebenezer Crawford

And the said Amos comes and defends &c
and says that he did not assume and promise in manner and form as
the said Ebenezer hath declared against him and of this he puts him
self upon the Country and the said Ebenezer doth the like

by W. B. Lawrence his atty

The plaintiff will take notice that the Defendant on the trial of this
Cause will give in evidence and insist that the plaintiff at the Com-
mencement of this suit was and still is indebted to the Defendant in the
sum of ~~two hundred~~ dollars for the price and value of goods before
that time sold and delivered ~~to~~ by Defendant to plaintiff at his
request and also in the sum of fifty dollars for the price and
value of work before that time done and materials for the same
provided by Defendant for plaintiff at his request and
Also for the sum of fifty dollars for money before that time
lent by Deft to plaintiff And also in sum of fifty dollars
for money found to be due from plaintiff to defendant
before that time stated between them And that the Defendant
will set off on said trial so much of said several sums
of money so due and owing ~~from~~ from the said plaintiff to the
said ~~plaintiff~~ Defendant against any demand of the said plaintiff
to be proved on the said trial as will be sufficient to satisfy
as shall be sufficient to discharge such demand And will also
then and there ask a Judgment against the said plaintiff for
the balance of the said several sums of money due to said Deft
according to the statute in such case made and provided

Said plaintiff will also take Notice that Deft before
going to trial in the above cause Craves Oyer of the said
writing obligatory in the first Count in plaintiffs Declaration mentioned

W. B. Lawrence
atty for Deft

Union Com. Pleas

Ebed. Cranford
vs } Appeal Bond
A. A. Williams

Filed May 27th 1839
James H. Gill clk

Know all men by these presents that we A. A. Williams and Calvin Winget are held and firmly bound unto Ebenezer Crawford in the penal sum of Two hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our Heirs Executors and administrators sealed with our seals and dated this 27th day of May A.D. 1839

The condition of the above obligation is such that whereas the said A. A. Williams has taken an appeal from a certain Judgment rendered against him in favor of the said Ebenezer Crawford in the Court of Common Pleas within and for the County of Union in the State of Ohio at the April Term thereof A.D. 1839 for the sum of Seventy one dollars five and a half cents. damages and Thirteen dollars nine and a half cents costs to the Supreme Court within and for the County aforesaid.

Now if the said A. A. Williams shall pay the full amount of the condemnation in said Supreme Court and costs, in case a Judgment shall be entered therein in favor of the appellee then this obligation shall be void, otherwise in full force and virtue in Law

Amos A. Williams (L.S.)

C. Winget (L.S.)

Union Supreme Court

Ebenezer Crawford

vs

Amos A. Williams

Transcript

Filed May 28. 1839

James H. Lieb Clk

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas within and for the Said County of Union do hereby certify that the following Entry and Judgment are truly copied from the Journals of Said Court to wit

Ebenezer Crawford vs Amos A. Williams } October Term 1838 Cont'd

Ebenezer Crawford vs Amos A. Williams } April Term A.D. 1839 Assumpsit

This day came the parties by their attorneys and thereupon came a Jury to wit Abner Chapman William Hess Mordecai Bonham Joseph Brannon senr Jacob Fairfield Amaziah S. Sharp James Martin Adam Richy Hugh McAdow James Hess Joshua Antrim and John McCampbell who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said defendant did assume and promise in manner and form as the Plaintiff hath complained against him and they assess the damages of the said Plaintiff by reason thereof to Seventy one dollars five cents and a half — Therefore it is considered that the said Plaintiff recover of the said Defendant the said sum of $71.05½ his damages aforesaid in form aforesaid assessed. Notice of appeal by defendant

In Testimony whereof I have hereto set my hand and Seal of office this 27th day of May A.D. 1839

James H. Gill Clerk

Supreme Court.

Ebenezer Crawford

vs } Precipe

A. A. Williams

Filed. June 26th 1860

Jas. H. Gill Clk

Ebenezer Crawford
Amos T. Williams } In the Supreme Court of
Union Co. O. June Term 1840.

The clerk will issue a subpoena for
Robert S. Reed. Witness for Pltff
June 26th 1840

P. B. Cole pltffs atty

Supreme Court

E. Crawford

vs Sub

D. A. Williams

Serv'd — 12½

Mil — 5

17½

Filed June 27. 1840

Pat. H. Gicklle

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon W. S. Roberts

to appear before the Honorable the Judges of the ~~Court of Common Pleas~~ Supreme Court of said county, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of E. Crawford in a certain matter in controversy in our said Court depending: wherein E. Crawford is plaintiff, and A. A. Williams defendant. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* 27th *day of* June *A. D.* 1840.

Jas. H. Gill *Clerk.*

Filed by Reading & Clark Attys

C Crawford
vs Replevin
A A Williams

Service — 12.00
Mt — 45
57.50

Filed June 27. 1860
Sat. H. Gill Clerk

The State of Ohio Union County ss

To the sheriff of said County Greeting

We command you to summon John Rice Sr. to appear forthwith before our Supreme Court within and for the County aforesaid at the Court House in said County to testify on behalf of E. Crawford in a cause in said Court pending wherein said Crawford is plaintiff and A. A. Williams is defendant and have you then there this writ

Witness James H. Gee Clerk of said Court at the Court House this 27. day of June A.D. 1840

Jas. H. Gee Clerk

7

Supreme Court

Ebenezer Crawford

vs } Sub.

A. A. Williams.

Filed June 27. 1840

Jas H Gillett

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Robt. D. Reed,

to be and appear before the Honorable the Judges of ~~the Court of Common Pleas~~ the Supreme Court of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of Ebenezer Crawford ~~& Amos A. Williams~~ in a certain matter in controversy in our said Court depending: wherein Ebenezer Crawford ~~& A. A. Williams~~ ~~are~~ is plaintiff, and Amos A. Williams defendant. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 26th day of June A.D. 1840.

Jas. H. Gill. *Clerk.*

Deposition of witness taken in a cause pending in the Supreme Court of Union County wherein Ebenezer Crawford is plaintiff and Amos A Williams is defendant in pursuance of a notice hereto attached and at the time and place therein mentioned David Gregory agent for plaintiff present and Amos A Williams defendant also present. Gilbert Vandorn of the County of Delaware of lawful age being first duly sworn by me as hereafter certified deposes and says Question by defendant to witness Q. Are you acquainted with Ebenezer Crawford & Amos A Williams, Answer, Yes. Q. do you know any thing respecting a receipt here annexed marked A. if so state the particulars. Answer, I did credit Ebenezer Crawford by Amos A Williams Eighty Dollars & Twenty five cents on my Ledger and I infer from my books that the receipt referred to before should read thus Received July 2nd 1831 of Ebenezer Crawford instead of J. P. Crawford &c.

Cross Question by agent for plaintiff

Question, did you have dealings of a pecuniary nature with James P. Crawford previous to the date of the said receipt marked A. Answer, Yes.

Question by defendant did Ebenezer Crawford receive the benefit of the said credit on your book Ledger as before mentioned. Answer yes.

Question by plaintiffs agent.

do you know that Amos A Williams and Ebenezer Crawford have had a settlement acct. subsequent to the date of said receipt marked A.

Answer No.

Gilbert Vandorn

over

I Charles Armstrong a Justice of the Peace in and for the Township of Berkshire in the County of Delaware of the State of Ohio do hereby certify that the above named Gilbert Vandom were by me duly sworn to testify the truth and whole truth and nothing but the truth and that the foregoing deposition by him subscribed were reduced to writing by me and were taken at the time and place specified in the notice

In testimony whereof I have hereunto set my hand this 22nd day of June A 1839

Charles Armstrong

Justices Fees 150 cts
Witness 50
paid by deft

The plaintiff excepts to the reading this deposition on the trial of this Case

1st because the account attempted to be proved thereby did not accrue within six years next before the commencement of this action

2d Because the witness does not testify to the truth of the account from actual knowledge but infers the fact from a reference to his books

S B Cole atty for Pltff

Exceptions filed July 25. 1839
Geo. H. Gill Clerk

Opened by consent of parties
June 24th 1839 the same day filed
Jas H. Gill Clerk

To the Clerk of the Supreme Court of Union Co. Ohio
Deposition of Gilbert Vandom taken ~~by me~~ and sealed
& directed by me to be read in the case of Ebenezer
Crawford vs. Amos A Williams pending in
said Court
Chas Armstrong J.P.

Dayton
Dayton Jr

Jonathan Dayton
Jonathan Dayton
Jonathan Dayton
Jonathan Dayton

Morris Watson
C C Cambreleng
J. W. Cone
E E Huntington
E Huntington

P B Cole
P B Cole
P B Cole
P B Cole
P B Cole
P B Cole

To P B Cole Esqr

Ebenezer Crawford vs Amos A Williams } Assumpsit ~~on~~ Appeal to Supreme Court in & for the County of Union & State of Ohio . June Term AD. 1839

Depositions will be taken in this case by the Defendant at the house of Samuel Peck in the town of Sunbury in Delaware County & State of Ohio on the 22nd day of June Inst. between the hours of six AM and nine PM on said day

June. 19th 1839 A. A. Williams

E Crawford } vs Court
Wm A Williams }

Issue a subpoena for John
Reed & others witness for Deft

June 27th 1840

P B Cole his atty

Filed June 27 1840
Geo H Gill
Clk

Sworn by request of Defdt
June 27, 1840 Geo H Gill Clk

To the Clerk of the Supreme Court of the State of Ohio to be held in the County of Union and State aforesaid, Deposition of John Mather taken sealed up and directed by me to be red in the case of Ebenezer Crawford vs Amos D. Williams pending in said Court James Hodge Justice of the Peace

W. C. Laurence
Atty at Law

James W. Gill Clerk
C C P Union County

A. Hall Esqr
Atty at Law

not sell his tools to Crawford, Williams told Crawford that if he concluded to quit his trade that he would let him know and that he would then sell him (Crawford) his tools and the matter ended at that time and I heard nothing more said between Williams and Crawford about the tools, but Crawford still kept and used the tools of Williams until August 1830 at which time Crawford offered to sell this deponent one third of the tools for one hundred dollars in payment for the work that this deponent had done for Crawford, at the same time Crawford told this affient that he had added fifty dollars worth of tools to those got of Williams. and Crawford also remarked that he would have to pay Williams either two hundred and fifty or two hundred dollars but this deponent does not recollect which of these sums was named by Crawford about that time Crawford said in a conversation with this deponent that Williams was indebted to him on their settlement alluding to the settlement made when this deponent was present and by this deponent above mentioned, and that the tools would be partly paid for with that claim on Williams that is that the ballance due from Williams to Crawford was to go towards the tools, this deponent does not know the amount of said ballance but he thinks that it was about $65,00 but does not now recollect the amount to any certainty, but this deponent clearly understood from Crawford that the tools had not been paid and settled for with Williams previous to the 1st of September 1830 except so far as the ballance due from Williams to Crawford on the settlement above spoken of would go, and this is all that deponent now recollects of the above matter

Deposition of John Mather of Delaware County and State of Indiana taken the 22nd day of June in the year 1840 in Muncetown at the office of James Hodge a justice of the peace of said County and State pursuant to be used in evidence in a cause now pending in the supreme Court of the State of Ohio to be held in Union County in said State of Ohio on appeal from the Court of common pleas of Union County wherein Ebenezer Crawford is plaintiff and Amos S Williams is defendent as follows to wit the said John Mather doth depose and say that he this deponent began to work at carpenter and joiner work with Ebenezer Crawford in the spring of the year 1829 and he thinks it was in the month of April though he is not positive whether it was April or May and continued to work with him until the month of september 1830 in the County of Delaware in the State of Ohio, amongst the work done by Crawford during the time that this deponent worked with him there was two jobs of work undertaken by Williams and finished by Crawford to wit Gilbert Vandorens dwelling house and James Moores dwelling house Crawford was then working with Williams tools and in the fall of the year 1829 in the month of October he believes though he is not now positive about the precise time, Williams came to Delaware County and settled with Crawford. this deponent was in the room when said Williams and Crawford made their settlement and at that time Crawford offered to by Williams tools, the tools were taken out of the tool chest and laid on the bench and all examined and looked over and they couldnot agree for the whole Crawford then proposed a division of the tools but Williams objected to it so that at that time Williams did

this deponent further saith that both before and after the settlement made between Williams and Crawford in October in the year 1839 he this deponent was present at several conversations between Crawford and William Robberts, Crawford agreed with Robberts to pay Williams between thirty and thirty five dollars which was due from Robberts to Williams for clothing and schooling and boarding paid and advanced by Williams for Robberts which this deponent understood from Crawford that he Crawford had agreed with Williams to pay him when he took Williams contracts tools and apprentices of his hands and which amount Robbert agreed to pay and did pay (as this deponent understood from Crawford in a conversation between Crawford and Robberts) to Crawford in work, and this deponent says that he understood by several conversations between Crawford and Robberts after the settlements between Williams and Crawford that the above mentioned sum of thirty or thirty five dollars was not included in the said settlement but it was then due and owing from Crawford to Williams by the agreement of the parties concerned to wit Williams Crawford and Robberts and further this deponent saith not

John Mather

State of Indiana } I James Hodge a justice of the peace
Delaware County } of the County and State aforesaid do hereby certify that John Mather was by me duly affirmed to testify the truth and nothing but the truth as a witness in the above named cause and that the foregoing deposition by him subscribed was reduced to writing by me and taken at my office in Muncietown in the County and State aforesaid on the 22nd day of June 1840 I witness whereof I have hereunto set my hand and seal the day and year above written

James Hodge
Justice of the peace

State of Indiana }
Delaware County } ss

I Samuel W Harlan Clerk of the Delaware Circuit Court do certify that the within named Vance Hodge before whom the within depositions appears to have been taken was at the time of taking the same an acting justice of the peace within and for said County duly commissioned and sworn into office and that full faith and credit are due and ought to be given to all his official acts as such

Witness Samuel W Harlan Clerk of the Delaware Circuit Court and its seal June 22nd 1840

Sam W Harlan Clk Cir Ct

J P fees $1.50
Clerk fees .50
2.00
Witness fees .25
$2.25

Recd payment A. R. Williams
J A Hodge J P

Ebenezer Crawford
v
Amos A Williams

Declaration } In Assumpsit

Recorded

Filed Aug 25th 1838
James H. Lincoln Clk

Cost bill made
Union Supreme Court
Filed May 28. 1839
James H. Lincoln Clk

1839.

State of Ohio } Union Com Pleas July Term A D 1838
Union County ss }

Ebenezer Crawford Complains of Amos A Williams in a plea of assumpsit for that whereas the said Williams on the first day of December A D 1829 at the County of Union aforesaid made and executed his certain writing obligatory Commonly called a Single Bill and delivered the same to the Plaintiff and by the said instrument then & there acknowledged to be Sealed and bound himself to pay the plaintiff the sum of one hundred and two dollars on request And the said Defendant then & there in Consideration of the premises promised to pay the plaintiff the amount of the said Sealed Bill according to the tenor and effect thereof ——

And also for that whereas the said Defendant on the first day December A D 1829 at the County aforesaid was indebted to the plaintiff in the further sum of one hundred two dollars for money then & there found to be due from the ~~plaintiff~~ Defendant to the plaintiff on an account then & there stated between them And Whereas the Defendant on the first day of December A D 1837 in Consideration of the premises promised to pay the plaintiff the said several sums of money when thereafter he thereunto requested Though often afterwards requested the Defendant has wholly neglected refused & still neglects and refuses to pay the said Several sums of money or either of them or any part thereof to the damage of the plaintiff of One hundred and Sixty Dollars & therefore he sues &c

P B Cole atty for
Plaintiff

August 28th no goods or chattels lands or tenements found whereon to lay

Jas. Muley	1.30
Sum	35
Pocket out	10
	$1.75

Wm Cash Shff
Licking Co

Filed July 9th 1845

Ebenezer Crampton
vs
Amos H. Williams

Pltffs Costs	$22,24
Dfts do.	19,57
Costs incurred	82
Writ	41

Fees as before

Filed sept 23rd 1845
John Caplis, Clerk

Sept 11

Aug 29/45. Levied on one two horse wagon one Black Mare & 2 Sets of double harness

September 6th 1845. I legally advertised the above discribed property in the Constitutionalist a newspaper in general circulation in Licking County Ohio for more than 10 days consecutively to be sold on the 17th day of September at the residence of the defendant (Crawford) at which time & place I then & there offered the same at public sale & no person bidding thereon the same remains unsold for want of bidders

fees Sum	35
Mileage	60
Bond	50
Adv	25
Printer	1 00
Docket entry	10
	$ 2.80

Wm Trach Shff
Licking Co Ohio

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF ~~SAID~~ Licking COUNTY GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said county begun and held at the court house in Marysville on the 27th day of June A. D. 1840 Amos A. Williams

recovered against Ebenezer Crawford

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

~~and~~ cents, for ~~damages, as~~ the sum of $ 19,57

for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, as we have heretofore commanded you, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Ebenezer Crawford

you cause to be made the damages and costs aforesaid with interest thereon from the 27th day of June A. D. 1840 until paid. Also the sum of $,82 Clerks ~~the~~ costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Amos A. Williams, also the costs of the said E. Crawford amounting to $ 22,24 and its interest from the 27th of June 1840

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House aforesaid, this 22d day of July A. D. 1840

Attest John Cassil CLERK.

No. 39-SC-5

Union Common Pleas Court

Ebenezar Crawford Plaintiff,

against

Amos Williams Defendant.

JUN TERM. 1840

Judg. Pl. Plaintiff
$20.76

Journal SC 1 Page 48

Record No. 1 Page 164

Ex. Doc. 1 Page 187

Union Supreme Court

Ebenezer Crawford

vs.

A. A. Williams

Filed July 6th 1840

Jas. H. Gill Clk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County

Greeting We command you that you cause Ando A. Williams to have execution of a certain Judgment rendered in his favor against Ebenezer Crawford by our Supreme Court within and for the said County of Union on the 27th day of June A.D. 1840 for the sum of $23.96 costs and $17.84½ in com Pleas

Witness James H. Lee Clerk of said Court at the Court House in Marysville this 6th day of July 1840

James H. Lee Clerk

No. 39-SC-6

Union Common Pleas Court.

Philander Churchill
Plaintiff,

AGAINST

Richard L Jewell
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT

Journal 2 Page 116

Record No. No Record. Page

Ex. Doc. 1 Page 186

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

Suit Debt on note of hand given by defendant to Cyprian Le Master Barnes late dealers under the firm name of C. Le Master & Co. and payable to bearer for one hundred dollars and sixteen cents and dated on the 10th day of July 1838 due one day after date which note has since been endorsed to the plaintiff

R. Lawrence Atty for Plff

Union Com. Pleas

Philander Churchill

vs Summons

Richard L. Judy

Served by delivering a certified Copy to Defendant

H. Clark Sheriff

April 13th 1839

Serv	35
Mil	40
Copy	20
	95

Filed Apl 22. 1839

James H. Lee Clk

State of Ohio Union County, ss

To the Sheriff of said County Greeting

We command you to summon Richard L. Judy to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Philander Churchill in a plea of assumpsit damages Two hundred dollars and have you then there this writ

Witness Jas H. Gill Clerk of said Court at the Court house aforesaid this 12th day of April A.D. 1839

James H. Gill Clerk

Philander Churchill
vs
R. L. Judy

Declaration in
Case
Recorded

Amt due 12. July 1839
$106.17 Damages
filed april 25. 1839
Jas. H. Gill Clk

Cost bill made
Amt due June 27 1840
112.$
5.30 percent
5.60

1839

11 — 11.23

50.05
23
150.24
100.16
11.5184
33
11.84
100.16
$112.00

100.16

10.6
5
5.30

State of Ohio
Union County ss

Union Common Pleas April term 1839

Philander Churchill Complains Richard Judy in a plea of assumpsit for that whereas the said Richard on the 10th day of July in the year one thousand eight hundred and thirty eight at the County aforesaid made his promisory note in writing and thereby promised to pay Cyprian Lee and Mainstrason Late Merchants under the Style and name of C. Lee & Co or Bearer one hundred dollars and Sixteen cents in one day after the date thereof which period has now elapsed and then and there delivord the ~~[illegible]~~ said note to the said Cyprian Lee and Mainstrason under the Style of C Lee & Co. And the said Cyprian Lee and Mains Wasson then and there endorsed the same to the said Philander Churchill whereof the said Richard then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the said Philander according to the tenor and effect thereof Yet the said Richard hath disregarded his said promises and hath not paid the said sum of money or any part thereof to the damage of the said Philander Churchill two hundred dollars and thereupon he sues &c By W C Lawrence his atty

Richard Johnson

$100.16

We warrant the within note collectable by the course of law

Dec 6th 1835

A. Wilson

T. Lee

One day after date I promise to pay
C Lee & Co or bearer one hundred dollars
and Sixteen cents for value Rec'd
July 10th 1838 Richard P Jones
$100.16

Union Comm Pleas

Richard L. Ludlow

adv. appl. Bond

Philander Churchill

Filed August 12th 1839

James H. Gillett

Know all men by these presents that we Richard L. Judy and Aquilla Turner are held and firmly bound unto Philander Churchill in the sum of Three hundred dollars to the payment of which well and truly to be made we bind ourselves our heirs Executors and administrators sealed with our seals and dated this 1st day of August A.D. 1839

The condition of the above obligation is such that whereas the said Richard L. Judy has taken an appeal from a certain Judgment rendered against him in favor of the said Philander Churchill in the Court of Common Pleas within and for the County of Union and State of Ohio at the July Term thereof A.D. 1839 for the sum of one hundred and Six dollars and Seventeen cents damages and $9.03¼ costs to the Supreme Court within and for the County aforesaid Now if the said Richard L. Judy shall pay the full amount of the condemnation in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellee then this obligation shall be void otherwise in full force and virtue in Law

approved by me Jas. H. Gillett

R L Judy

Aquila Turner

Union Supreme Court

Philander Churchill

vs } Transcript

Richard L. Judy

Filed August 1. 1839

James H. Geo Clerk

106.17
5
530.85
22
508 damage
608
11.16
106.17
$117.83

44.

105
5
3
11
583
25
608

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas in and for said County of Union do hereby certify that the following entry and Judgment are truly copied from the Journals of said Court to wit-

Philander Churchill } July Term 1839
vs } This day came the said
Richard L. Judy } Philander Churchill by Mr Lawrence his Attorney and the said Richard L. Judy though solemnly called came not but made default; whereupon it is considered that the said Philander Churchill ought to recover his damages by reason of the premises, and neither of the parties requesting a Jury and the Court being fully advised of the premises do assess the damages of the said Philander Churchill to one hundred and six dollars and seventeen cents. Therefore it is considered that the said Philander Churchill Recover of the said Richard L. Judy the said sum of $106.17 his damages aforesaid so as aforesaid assessed and also his costs in this behalf expended ~~taxed~~ at $ dollars and cents — Notice of appeal by Defts

In Testimony whereof I have hereunto set my hand and seal of office this first day of August A.D. 1839

James H. Gill Clerk

Union Com. Pleas

Philander Churchill
vs
Richard L. Lucy
Filed Apl. 12 1839
Jas. H. Lee Clk

Terms are Been by their mutuy Rule

Union Com Pleas

Philander Churchill } in Assumpsit
Richard L Judy } Damages $.200.00

Issue a summon returnable on the first day of next term and endorse Suit Brot on note of hand given by defendant to Cyprian Lee and Marius Wasson late dealers under style and name of C Lee & Co and payable to Beaver for one hundred dollars and sixteen cents and dated on the 10th day of July 1838 due one day after date, which said note note has since been endorsed to the plaintiff

Clk Com Pleas

J W Lawrence
attys for plff

Union Supreme Court

Philander Churchill

vs

R. L. Judy

Filed July 6. 1840

Jas. H. Lee Clk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting We command you to cause Philander Churchill to have execution against R. L. Judy of a certain Judgment rendered in his favor against the said R. L. Judy by our Supreme Court within and for the said County of Union on the 27th day of June A.D. 1840 for the sum of one hundred and seventeen dollars and sixty cents and the sum of $9.28¼ costs in Com. Pleas, and the further sum of $7.79 costs in this behalf expended

Witness Jas H. Gee Clerk said Court at Marysville this 6th day of July A.D. 1840

James H. Gee Clerk

11.01½

Union Common Pleas

Philander Churchill

vs Ff. Fa.

Richard L. Judy

No. 2

damages $ 117.60

Costs 17.17½

Int .41

$135.18½

Made of Deft $75 on this Execution Sept 8/40 Made Oct 4/40 $50.00 on this Execution

Sheff's fees { writ -- 35
mileage -- 55
poundage 2.50
$3.40

J S Vanmeter Dep. Sheff
for Jb Vanmeter Sheff

Recd of J. S. Vanmeter 10.00 docket fees in this case
W C Lacoyne atty for pltff

Int from 27. June 1.40

Robt McIlvain

Filed Oct 7. 1840

Jas. H. Littlebill

Oct 6. 1840

Rec'd this Ord day 1.40

Rec Oct 7. 1840 Twenty Dollars
to wit Recieved to this Court for
the use of the Pltff
Philander Churchill
$117.50
Dollars for the use of the Pltff
Philander Churchill
D M McIlvain

The State of Ohio Union County ss

To the Sheriff of Champaign County Greeting

Whereas at a Supreme Court began and held at the Court House in the Town of Marysville within and for the County of Union aforesaid on the 27th day of June A.D. 1840 Philander Churchill recovered against Richard L. Judy as well the sum of one hundred and seventeen Dollars and sixty cents damages as the sum of $17.07½ costs and charges in that behalf expended as of record is manifest. And whereas also the same has been remanded to the Court of Common Pleas for execution — You are therefore commanded that of the goods and chattels and for want thereof of the lands and tenements of the said Richard L. Judy you cause to be made the damages and costs aforesaid with interest thereon from the 27th day of June 1840 until paid. And that you have said money before our said Court of Common Pleas on the first day of next Term to render unto the said Churchill, and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 18th day of July A.D. 1840

James H. Gill Clerk

3

due August 4th 1841
including interest is $16.31
6 cr by $10 — — 10.00
Balance due 6.31
Shff's fee 2.17
Amt due $8.48

Union Com. Pleas

Philander Churchill No. 16
vs } Fi. Fa R. 87
Richard L. Judy

Damages	$117.60
costs	17.07½
Interest	3.81
Writ	35

Cr. Sept. 8. 1840 $75.00
" Oct 6. 1840 50.00

made ten dollars Aug. 4th 1841
made in full — 6
$6.31 and
my own fees retained
by me $2.17

John Owen Shff
Logan County

Filed Aug. 17. 1841
James H Gill Clk.

Ret. writ May 14. 41

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court ~~of Common Pleas of said County,~~ Supreme begun and held at the Court House in Marysville on the 27th day of June A. D., 1840 Philander Chandler

recovered against Richard L. Judy

as well the sum of one hundred and seventeen dollars and forty cents, for his damages, as the sum of $17.07½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Richard L. Judy (The same having been remanded for Fi. Fa)

you cause to be made the damages and costs aforesaid, with interest thereon from the 27th day of June A. D., 1840, until paid. Also, the sum of $3,81 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Pltff.

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 27th day of April A. D., 184[illegible]

Attest: James H. Gill CLERK.

No. 39-SC-7

Union Common Pleas Court

Eliska A Anderson
Plaintiff,

AGAINST

James Turner et al
Defendant.

JUL TERM 1839

JUDGMENT VS DEFENDANT
$311 75

Journal 2 Page 129

Record No. No Record Page

Ex. Doc. Page

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

Union Com. Pleas

Elisha Adamson

v } Ppe

James Turner et als

Filed Oct 30 1837

James H. Gill Clk

Elisha Adamson
vs
James Turner
Sidney Gilbert
and Augusta Turner

Assumpsit — Damg $800.00

Issue a summons in this cause returnable forthwith Endorse "Suit brought on a joint and several promissory Note given by Defts to Plaintiff for $421.00"

To the Clerk of the Com. Pleas of Union Co.

Anthony and Rogers
Plaintiffs Attorneys

Suit Brot upon a joint & several note given by Defts to Pltff for $421.00

Anthony T Rogers

Served by Copy to each Defendant
R Clark Sheriff
Oct 4th 1839

Good for costs
A. Pollock

Serve — 75
8 Copys — 45
Mile — 5

Filed Oct 4th 1839
Jno W. Gill Clerk

State of Ohio Wayne County ss.

To the Sheriff of said County Greeting

We command you to summon James Inner Sidney Gilbert Aquilla Inner to appear before our Court of common pleas forthwith at the Court House in Mansfield to answer unto Elisha Adamson in a plea of Assumpsit Damages $~~8~~ 01.00 and have you then there this Writ Witness ~~DR Swan~~ President ~~of Said~~ Court this 4th day of Oct 1837.

James McGill Clk

Good for costs A. Pollock

at their request - And just 42/. 0T for money then and there had and received by the Defendants for the use of the Plaintiff - And for the 42/. 0T found due from the Defendants to the Plaintiff upon an account then and there stated the Defendants - And the Defendants then and there in consideration of the premises promised to pay the several sums of money in the five counts last aforesaid mentioned to the Plaintiff on demand - yet though thereto - unrended the Defendants have not paid the sums of money in the declaration mentioned or any part thereof to the damage of the Plaintiff $800,00 wherefore sues &c

Authony and Rogers
his Attorneys

Union Com. Pleas

Elisha Adamson
vs
Dec
James Turner et als

Filed Nov. 20th 1837
Jas. H. Gill Clerk

Recorded

1839

State of Ohio Court of Common Pleas within and for the County of Union of the Term of October AD 1837
Union County (SS)

Elisha Adamson complains of James Turner Sidney Gilbert and Aquila Turner in a plea of Assumpsit for that whereas heretofore to wit on the 26th day of September AD 1835 at said County of Union the said Defendants made their certain promissory Note in writing of that date and then and there delivered the same to the Plaintiff and thereby promised to pay to the Plaintiffs order Jointly and severly to the Urbana Banking Company $421.00 four months after the date thereof which period is now elapsed - and the said Defendants in consideration of the premises then - there promised to pay the amount of said Note to the Plaintiff according to the tenor and effect thereof And also for that whereas heretofore to wit on the 26th day of September AD 1835 at said County of Union the said Defendants made their certain other promissory note in writing of that date and then and there delivered the same to the Plaintiff and thereby promised to pay to the Plaintiffs order jointly and severly at the office of the Urbana Banking Company $421.00 four months ~~after the date then - which~~ period is now elapsed - and the Defendant in consideration of the premises promised then and there to pay the amount of said last mentioned note to the Plaintiff according to the tenor and effect thereof -

And for that the Defendants heretofore to wit on the 26th of September AD 1836 at said County were indetted to the Plaintiff in $421.00 for the price and value of goods then and there bargained and sold by the Plaintiff to the Defendants at their request - And in $421.00 for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendants at their request - And in $421.00 for money then and there lent by the Plaintiff to the Defendants

J. Turner & S. Gilbert
vs
E. Adamson

Plea

Filed February 2. 1838
James H. Lee Clk

Cost bill made

James Turner Aquilla Turner
and Sidney Gilbert
vs
Elisha Adamson

Macon Com Plea
Oct. Term 1837

And the said Sidney Gilbert comes and defends the and says that he did not assume and promise in manner and form as the said Elisha Adamson hath declared against him and of this he puts himself upon the Country and plff doth the like

W. C. Lawrence
Atty for Deft

Plaintiff or his attorney will take notice that on the trial of this cause this Deft will prove and give in evidence that he, this deft, signed the said promissory note in the first and second counts mentioned at the request of said plaintiff without consideration on the part of this Deft from said plaintiff that said plaintiff signed as principal for his own use before this defendant signed the same that this defendt signed as security for said plaintiff to enable plaintiff to borrow money from Bank; that the names were put to said note in Blank to be filled up by the Urbana Banking Company that this defendant never signed signed said note as principal nor as of security for any other person than the said plaintiff who now seeks by fraud Covin and a private filling up of said note to render this deft liable to pay the same

W. C. Lawrence
Atty for Deft

James Turner
vs
Elisha Adamson

Macon Com Plea October Term 1837

And the said James Turner comes and defends the and says that he did not assume and promise in manner and form as the said Elisha Adamson has declared against him and of this he puts himself upon the Country and plaintiff doth the like

W. C. Lawrence
Atty for Deft

A. Turner
vs
E. Adamson

Rec

Filed Feby 2. 1858
Jas A. Gee Clk

James Turner Aquilla Turner and Sidney Gilbert
vs
Elisha Adamson

Champaign Pleas October Term 1857

And the said Aquilla Turner comes and defends &c and says that he did not assume and promise in manner and form as the said Elisha Adamson hath declared against him and of this he puts himself upon the Country and the plaintiff doth the like

W C Lawrence
Atty for Deft

The plaintiff by his atty mice take notice that this Deft will prove on the trial of this cause that this Deft signed said promissory note mentioned in the first and second counts in plaintiffs declaration at the request of said Adamson as security for said E Adamson to enable said plaintiff to draw money from Bank that said plaintiffs name was entered first as principal on said note, that said note was signed in the month of March 1855 or about that time in Bank to be ~~[illegible]~~ discounted at and filled up by the Urbana Banking Company. and said Deft signed said note without any ~~other~~ consideration or profit to the Deft than to oblige said Adamson as a neighbor with his name at Bank. ~~And further that the Deft [illegible]~~

W C Lawrence
atty for Deft

Ex Docket. ella 1 Page 103

Elisha Adams

v

Sidney Gilbert

Costs $11.07½

2½

Filed April 26, 1842

Ord 456 Lic 6.00

Rec'd this writ Decb 31st 1841 And in obedience to the Command of the same I have made Eleven dollars and fifty And also one dollar Interest on your Cost C. Anthony being Satisfied to Receive his five dollars which he has receipted for on this writ and also one dollar twenty cents My fees

Wm Berry Shff
C. C. C.

7.50 Fees service 35
Mileage 60
Percent 25
1.20

I have claimed my fees W Berry Shff

Rec'd of Shff Berry five dollars the Docket fee
April 1 - 1842

C. Anthony Atty

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 12th day of July A. D., 1837 Elisha Adamson

recovered against Sidney Gilbert by due in Chancy

dollars

as well the sum of

and cents, for damages, as the sum of $11.09½

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Sidney Gilbert

you cause to be made the ~~damages and~~ cost aforesaid with interest thereon from the twelfth day of July A. D., 1837 until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the ~~said~~ claimant

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 27th day of December A. D., 1841

Attest: James H. Gill CLERK.

Union Com. Pleas

Sidney Gilbert et al

vs

Elisha Adamson

Filed August 5. 1839

James H. Gillette

Know all men by these presents that we James Turner Sidney Gilbert ~~and~~ Aquilla Turner & Hezekiah Bates & Samel Turner are held and firmly bound unto Elisha Adamson in the sum of Seven hundred dollars to the payment of which well and truly be made we bind ourselves our heirs executors and administrators Jointly and severally firmly by these presents. Sealed with our seals and dated this fifth day of August A.D. 1839

The condition of the above obligation is such that whereas the above bound Jas Turner Sidney Gilbert & Aquilla Turner have taken an appeal from a certain Judgment rendered against them in favor of the said Elisha Adamson in the Court of Common Pleas within and for the County of Union in the State of Ohio at the July Term thereof A.D. 1839 for the sum of Three hundred and eleven dollars and seventy five cents damages and $14.07½ costs to the Supreme Court within and for the County afore said Now if the said appellants shall pay the full amount of the condemnation in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellee then this obligation shall be void otherwise in full force and virtue in law

James Turner {Seal}

{Seal}

{Seal}

Hezekiah Bates {Seal}

Samuel Turner {Seal}

Union Supreme Court

Elisha Adamson

vs } Transcript

James Finnie et al.

Filed August 5, 1839

James H. Giddish

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas in and for said County of Union do hereby certify that the following entries and Judgment are truly copied from the Journals of said Court to wit

Elisha Adamson vs James Turner et al — April Term A.D. 1838 Assumpsit Cont'd

Elisha Adamson vs Sidney Gilbert et al — July Term A.D. 1838 Cont'd under former order

Elisha Adamson vs James Turner, Sidney Gilbert & Aquilla Turner — Oct Term A.D. 1838 Cont'd at the costs of the defendants

Elisha Adamson vs James Turner, Sidney Gilbert & Aquilla Turner — July Term A.D. 1839 Assumpsit

This day came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the said defendants did assume and promise in manner and form as the said plaintiff hath complained against them and they assess the damages of the said plaintiff by reason of the premises to three hundred and eleven dollars and seventy five cents. Therefore it is considered that the said plaintiff recover of the said defendants the said sum of $311.75 his damages aforesaid so assessed and also his costs in this behalf expended taxed at $ Dollars and cents Notice of appeal by defendants

In Testimony whereof I have hereunto set my hand and seal of office this 5th day of August 1839

James H. Gill Clerk

Rec.d on the within
one hundred and sixty five dollars
and 24/100 being the amt of a receipt
hereof given and due bearing
Sept 6th 1836

~~Schumpert~~

S. Turner
S. Hilliard
S. Turner
Note

$165.24
40.00
Paid on the within note

Four months after date we Jointly and severly promise to pay to the Urbana Banking Company four hundred and twenty one dollars to the order of E. Adamson for value recived
Sept 26th 1835

James Turner
Sidney Gilbert
Aquila Turner

Principal $421.00
Int. 3 yrs mos 20 87.36
$508.36

Elisha Adamson

Alexander Pollock
will go security for costs

No. 39-SC-7

Union Common Pleas Court

Elisha Adamson
Plaintiff,

against

James Turner
Defendant.

JUN TERM. 1840

Judg. for Plaintiff

Journal SC 1 Page 48

Record No. 1 Page 174

Ex. Doc. 1 Page 247

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Supreme Court

Elisha Adamson

vs

James Turner S. Gilbert
and Aquilla Turner.

Filed July 6th 1840

Jno W Gill Clk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting We command you that you cause James Gunder Seeing Gilbert and Aquilla Turner to have execution of a certain Judgment rendered in their favor against Elisha Adamson by our Supreme Court within and for the said County of Union on the 27th day of June AD 1840 for the sum of $25.89 costs herein expended and $15.32 costs of Com. Pleas

Witness Geo H. Lee Clerk of said Court at the Court House in Marysville this 6th day of Aug. AD. 1846

James H. Lee Clerk

No. 39-SC-8

Union Common Pleas Court.

Henry Starr Admr.
Plaintiff,

AGAINST

David Witter et al,
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
#9752

Journal 2 Page 176

Record No. 3 Page 468

Ex. Doc. Page

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

Union Com. Pleas

Henry Starr Adm.r &c

vs

Davis Mitten &c

Silas G. Strong

Filed May 22. 1839

Jas. H. Gill Clk

Henry Starr admr of John A. Baird

v

David Witherst
Silas G. Strong

Dam by note $348
350
Dam —

upon Summons in Chancery
H. Starr in his
proper person

22 May 1834 —

Union Common Pleas

Henry Starr Admr.
vs } Summons
David Miller &
Silas G. Strong

Due by note $348.00
Damages 350.00

A. Hall

Served by delivering a certified Copy to each Defendant R Clark Sheriff

Serv ——— 45
Mil ——— 5
Copys ——— 35
95

Filed Feby 8. 1839
James H. Gill Clk

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon David Witter and Silas G. Strong to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Henry Starr Admr. of John B. Baird in a plea of assumpsit Damages Three hundred and fifty dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 12nd day of May A.D. 1839

James H. Gill Clerk

or in a great Policy and plaintiff ought not to recover
to Defendants as aforesaid

S G Strong &
D Trotter
vs
H Starr

Plea
filed Oct 17. 1834
Geo H. Gill Clk

David Witter and Silas G. Strong
vs
Henry Starr &c

Union Com Pleas
July Term 1835

And the said Defendants come and defend when &c and say that they did not assume and promise in manner and form as the said Plaintiff hath above thereof declared against them and of this they put themselves upon the Country &c

by to B Lawrence their atty

The ~~defendant~~ Plaintiff will take notice That Defendants on the trial of this cause will give and in evidence and prove that the note upon which Plaintiff has founded his action was given by defendants to said I. B. Baird to secure the last payment on a certain tract of land lying on the west side of the road leading from Marysville to Milford and that the said land on a great part thereof was sold and deeded to one John S. Fulton by the plaintiff and by said John is now held in fee simple and that the residue of the land is greatly injured in value in this that it is cut off from the said Road whereby the consideration is wholly

Union Com Pleas

Henry Starr
vs } Sale
David Miller &
Silas J. Storry

Serv	37½
Copy	12½
Mil	15
	65

Filed Oct 29. 1839

James H. Gill Clerk

Levied by Mad'ri to Stull & Smith and by Copy to Fulton R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON J. S. Fulton P. B. Smith and W. W. Stutt

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of Henry Slam in a certain matter in controversy in our said Court depending: wherein Saul Slam is plaintiff, and David Miller & S. G. Story defendants. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Clerk of our said Court, at the Court-House aforesaid, this 26th day of October A.D. 1839.

James H. Gill Clerk.

Marion Cond Plead

Witter & Strong

adv } pro

Henry Starr

Filed Oct 29. 1839

James H. Gill Clerk

Henry Harrad & c
vs
David Miller & S P Strong

The clerk will issue subpoena for
Levi Phelps Jefferson Fortner witnesses for defts
Oct 29th 1839

Atl atty for defts

Sent by mailing to Phelps and by Copy to Falkner

R Clark Clerk

Summons Case Plead

Miller & Strong

adv

Henry Starr

Serv — 25

Copy — 12½

Mil — 45

82½

Filed Oct 30. 1839

James H. Gill Clerk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Jefferson Falkner

Levi Phelps

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of David Miller & S. G. Strong in a certain matter in controversy in our said Court depending: wherein Henry Starr is plaintiff, and said Strong & Miller are defendants. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Clerk of our said Court, at the Court-House aforesaid, this 29 day of October A.D. 1839.

James H. Gill *Clerk.*

Union Com Pleas.

H Starr

vs Summons

David Witter

Serv — 25c

Mil — 10

35c

Filed Nov. 1. 1839

James H. Gillette

Served by reading

H Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Samuel B Johnson
Joshua Witter

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of David Witter in a certain matter in controversy in our said Court depending: wherein Henry Star is plaintiff, and David Witter defendant. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 1st day of November A.D. 1839.

Jas. H. Gill *Clerk.*

Union Supreme Court

Henry Starr Admr
of John B. Beard dec

vs

David Witter &
Silas G. Strong
Filed Nov. 8. 1839
James H. Gill Clerk

The State of Ohio Union County ss

I James H. Gee Clerk of the Court of Common Pleas in and for the said County of Union do hereby certify that the following entry and judgment are true copies from the Journals of said Court to wit—

Henry Starr Admr. of John B. Beard decsd. vs David Potter and Silas G. Strong } Ot Term AD. 1839 } Assumpsit

This day came the parties by their attorneys, and thereupon came a Jury to wit Wm. McCampbell George Westlake Amos A. Williams Levi Churchill James Riddle William B. Irwin Hail Winchester Isaac Anderson Eliphas Barnham John F. Sabin Joseph W. Richey and John Robinson who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendants did assume and promise in manner and form as the plaintiff hath complained against them and do assess the damages of the said plaintiff by reason thereof to two hundred and fifty twenty two dollars and fifty two cents And the Jury aforesaid do find due from the plaintiff to the defendants the sum of one hundred and twenty five dollars to be allowed as an offsett, and thereupon the said Jury do find a balance due from the defendants to the plaintiff after the above allowance of offsit; of the sum of ninety seven dollars and fifty two cents as his damages Therefore it is considered that the said plaintiff recover of the defendants the said sum of ninety seven dollars and fifty two cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at dollars and cents

In Testimony thereof I have hereunto set my hand and seal of office this 8 day of Nov. AD. 1839

James H. Gee Clerk

Henry Starr. Adm of
J W Beard
vs }
David Witter &
S G Strong

Declaration

Filed August 1st 1839
James H. Gill Clk
cost bill made

Hallen. P.F.B.

In Union Common Pleas. July Term AD 1839

Henry Starr Administrator of the estate of John B Beard complains of David Witter & Silas G Strong defendants in this suit in a plea of assumpsit For that whereas the said Defendants on the 19th day of July in the year 1838 made their note in writing signed with their hands and then & there delivered the same to the said Starr by which they promised to pay to him or order as the administrator of the said John B Beard ninety days after the date of said note (which has elapsed) the sum of Three hundred and Forty Eight dollars and Seventy Eight Cents for value Recd at the Urbanna Banking house of the Urbanna Banking Co - and which note was given for money due to the estate of the said Baird

Nevertheless the said defendants did not ninety days after the date of said note or at any other time pay to the said Henry Starr the said sum of $348.78 at the Urbanna Banking house of the Urbanna Banking Co or at any other place whatever although often requested so to do. But to pay the same the said defendants have refused and still do refuse to the damage of the said Henry Starr as such administrator $350.00 and therefore he sues

And the said Henry Starr brings here into Court the letters of administration from which it appears that he is the administrator of all and singular the goods & Chattels rights & credits of the said John B Beard

A Hall Atty pro

Pff

Supreme Court

Henry Starr

vs } sub.

D. Welter vs S. G. Strong

Sur — 50

Mt — 50

Copy — 12½

$1,12½

Filed June 27. 1840

Jas. H. Gill Clk

Served by Reading to Phelps & Hilter and by Copy to Fulchner

R. Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Levi Phelps & Jefferson Falkner & Samuel B. Johnson Joshua Witter

to be and appear before the Honorable the Judges ~~of the Court of Common Pleas~~ Your Supreme Court of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of David Witter & Silas G. Strong in a certain matter in controversy in our said Court depending: wherein Henry Starr is plaintiff, and David Witter & Silas G. Strong defendants. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 26th day of June - A.D. 1840.

Ja. H. Gill Clerk.

Henry Starr admr
of John B. Baird
to

David Witter –

Deed –
Transferred July 14th 1838
Edar. G. Strong
Auditor

Filed & recorded this deed
July 14th 1838 in vol. 6 page
472 & 3 P B Smith recorder

This Deed made this fourteenth day of July one thousand eight hundred and thirty eight between Henry Starr administrator of John B. Baird of the first part, and David Witter of the second part Witnesseth that the said John B. Baird in his life time on the 4th day of December 1835 executed to the said David Witter his penal Bond conditioned to convey to him the following described tract of land situated in Union county State of Ohio, for the consideration of three hundred and ninety six dollars, that is to say ninety nine acres of land being that part of Survey No 4069 contained in the following boundaries to wit Beginning at a Hickory Sugar tree & Iron Wood, the original north west corner of said Survey, — Thence South ten degrees east one hundred and sixty eight poles to a Hickory and red oak the corner to a lot sold by D. C. Copeland to E. Mathews, — thence north eighty degrees east thirty nine poles to a stake in the State Road, — thence with said road north thirty nine degrees ~~forty minutes~~ east sixty two poles to a Stake, — Thence north ten degrees west about one hundred and twenty five poles to a Black oak and Elm in the original north line of said Survey, — Thence South seventy nine degrees west one hundred poles to the Beginning — And whereas the said John B. Baird departed this life without having made any Deed of conveyance to the said David Witter and the said Henry Starr administrator as aforesaid being desirous of completing the contract, on the 20th day of May 1837 filed his petition in the court of common Pleas of Union county against the Heirs of the said John B. Baird praying for an order of court to authorize & empower him to complete the contract and execute a Deed to the said David Witter. And such proceedings have been had upon said petition that at the present July term 1838, of said court, the said Henry Starr has been authorized and empowered to complete said contract and execute a Deed to the said David

Witter. Now Be it Known that in consideration of the premises and pursuant to the order of court the said Henry Starr administrator of the said John B. Baird does hereby grant, bargain, sell and convey unto the said David Witter and his heirs forever the before described tract of land with all the appurtenances and priviledges thereto belonging To Have and to Hold the same unto him the said David Witter and his heirs forever. —

In testimony whereof the said Henry Starr has to these presents set his hand and seal the day and year first written —

Executed in presence of
W Steele
Silas G. Strong

Henry Starr (Seal)
administrator of
John B. Baird

The State of Ohio }
Union County } Be it Remembered that on this personally appeared Henry Starr administrator of John B Baird appeared before me the undersigned a justice of the Peace of Union County Ohio and acknowledged that as administrator he signed sealed and delivered the foregoing deed of conveyance for the use & purposes therein expressed this 14 Day of July 1838

James Turner J P

341

Q. Nitter, S. J. Strong

$348-78

Oct 15th

Henry Starr

348.78

6.98

Int to July 1839. 355.76

150.00

205.76

12.80

Due $218.56

Received Febry. 1. 1839. One hundred & fifty dollars — $150.—

not to be protested

H. Starr

We promise to pay Henry Starr or order Administrator of John B Baird at at the Urbana Banking House of the Urbana Banking Co. Ninety days after Date the full sum of Three Hundred & Forty Eight Dollars and Seventy Eight cents for value Recd Marysville July 1st 1838

David Witter

Silas. G. Strong

July 14

Supreme Court.

Henry Starr.

vs } Praecipe

S. Metter and
S. G. Strong.

Filed June 26th 1840

Jas. W. Gill Clk.

State of Ohio
Union County ss } Supreme Court for June Term 1840

Henry Harrison Adm &c
vs
David Potter
Silas & Thomas

The clerk will issue a
subpoena for Levi Phelps & Jefferson
Faulkner Witnesses for Deft.

June 26th 1840

T. B. Cole Deft's atty

Union Supreme Court

Henry Starr
vs
David Miller &
Silas G. Strong

Ser — 12½
Copy — 12½
Mil — 15
40

Filed June 27. 1840
Jas. H. Gillett Clk

Ser'd by copy to Followed with Replying Affidavit
H. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon John S. Fulton to appear before our Supreme Court within and for the County aforesaid at the Court House in said County of the first day of next Term to testify and the truth to speak on behalf of Henry Starr in a case in said Court pending wherein said Starr is plaintiff and David Miller and S. G. Stony are defts and have you then there this writ

Witness James H. Gill Clerk of said Court at Marysville this 24th day of June A.D. 1840

James H. Gill Clerk

United States Supreme Court

Henry Starr

vs

Daniel Miller &

Silas G. Strong

Filed June 24. 1850

Jas. H. Gill Clerk

14.49
155
20.00

370
15.0
5.20

Henry Starr

vs

David Miller & Silas G Strong

In Supreme Court

The Clerk will please issue Subpoena for John S Sutton..

To J H Lee Esq.

A. Hall

Atty for Pltff

No. 39-56-9

Union Common Pleas Court.

Richard W Atkinson
Plaintiff,

AGAINST

Valentine F Shover
Defendant.

OCT TERM 1839

DECREE FOR PLAINTF

Journal 2 Page 137

Record No. No Record Page

Ex. Doc. 1 Page 186

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

Union Com. Pleas

John Doe et Dem.
Richard W. Atkinson
vs
Richard Roe
Valentine Shover

Tenants

Filed Nov. 19th 1838
Jas H. Lee Clerk

Serv	35
Mil	75
Copy	61
	$1,71

9 Sum

Served by delivering certified copy to Valentine Shover in presence the 5th day of March AD 1839

P. Clark Sheriff

The State of Ohio }
Union County ss } Union County Court of Common Pleas of the Term of April A.D. 1839. —

John Doe complains of Richard Roe for that whereas Richard W. Atkinson on the 23d day of March in the year of our Lord one thousand eight hundred and thirty eight at Union County aforesaid had demised to the said John Doe the following lands and tenements with the appurtenances to wit part of Survey No. 2391 in the virginia military district in the name of D. Phillips bounding as follows beginning at the north east corner of said Survey at two small buckeyes buckeyes elm & sugar trees. thence S. 10° E. 174 poles to a sugar and beach thence S. 80° W. 175 poles to a beach iron wood and dog wood. thence N. 10° W. 174 poles to the original Easterly line of said Survey. thence with said Easterly line. N. 80° E. 175 poles to the beginning — And also ten messuages ten cabins. ten barns. ten stables. ten sheds ten out houses ten orchards ten yards ten gardens five hundred acres of arable land five hundred acres of meadow land. five hundred acres of pasture land five hundred. five hundred acres of wood land five hundred acres of land covered with water and five hundred acres of other land with the appurtenances situate in said Union County To have and to hold the same premises unto the said John from the said 23d day of March in the year last aforesaid for and during the term of twenty years thence next ensuing — By virtue of which demise the said John entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid And the said John being so thereof possessed the said Richard afterwards to wit on the 24th day of March in the year 1838 with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then there did to his damage one hundred dollars and therefore he sues —

By J. Swan his atty

Valentine T. Shover

Sir I am informed that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in this action as casual ejector and having no title to said premises do advise you to appear at the next Term of the Court of Common Pleas within and for the County of Union and State of Ohio. and make yourself defendant in my stead. otherwise judgment will then be entered against me by default and you will be turned out of possession

Nov. 6th 1838 Richard Roe

State of Ohio Union County ss

I Ja.s H. Gill Clerk of the Court of Common Pleas in and for the County aforesaid do hereby certify that the foregoing is a true copy of the declaration and accompanying notice filed in my office —

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Marysville this 23d day of November A.D. 1838

Ja.s H. Gill Clerk

John Doe
vs
Richard Roe

Eli Williams' Plea

Filed Apl 26. 1839
Jas. W. Gill Clk

John Doe ex dem.
Richard D. Atkinson
vs
Richard Roe
v. J. Skinner & al Tenant

Ejectment

And the sd Eli Williams by Powell his attorney comes & defends &c, and says that he is not guilty of the said supposed trespass and ejectment laid to his charge in manner & form as the sd Plaintiff has above complained; and of this he puts himself upon the country &c.

J. D. Powell Defts atty

Union Com. Pleas

Richard V. Atkinson

vs } Sub

Valentine F. Shover

Serv ——— 12½

Mil ——— 55

67½

Filed July 8. 1839

James H. Gill Clerk

Served by reading to Clerk this day

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Andrew Taylor

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the third day of next Term, to testify and the truth to speak on behalf of Richard W. Atkinson in a certain matter in controversy in our said Court depending: wherein John Doe ex dem. said Atkinson is plaintiff, and Valentine F. Shover is defendant. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 28th day of June A.D. 1839.

James H. Gill Clerk.

Joh Doe
v
Richard Roe

v. F Shoun's Plea

Filed Apl 26. 1839
Jas. H. Gill clk

John Doe ex dem.
Richard B. Atkinson

vs

Peter Roe
B. F. Shower & al Tenants

Ejectment.

And the said Defendants by Powell his attorney comes and defends &c and says that he is not guilty of the said supposed trespass & ejectment laid to his charge in manner & form as the said plaintiff has above complained, and of this he puts himself upon the Country &c

J. W. Powell Defts atty

for trial at the next Term of this Court. This application for Continuance is not made for delay only, but for the purpose of obtaining substantial justice. This defendant verily believes that he will be able on a fair trial to make a good defence to this suit - and further say not.

Valentine F Shover

Sworn to in Open Court July 12 1839
Jas H Gill Clk

Union Cir. Pleas
V. F. Shover etc
vs
R. M. Atkinson
Filed July 12. 1839
James H. Gill Clk

Filed July 12. '39
Jas H. Gill Clk

Affd

Union County, ss. Com. Pleas July Term 1839.

John Doe ex d. Atkinson
vs
Roe. Shower et al Tenants } Ejectment.

v. Frederick Shower one of the defts in this case being duly sworn upon his oath says That Samuel Lapman is a material witness for this deft. on the trial of this cause, ~~County~~, and cannot safely go on to trial without his testimony. That this affiant did not learn until recently that the testimony of the sd Lapman would be material to this deft. ~~and~~ not until it was too late to take his deposition. That the sd Lapman resides somewhere in Franklin County Ohio but this deft that since he has learned the materiality of his testimony, has not been able to learn his precise residence, or be able to take his deposition. This affiant verily believes he will be able to procure the deposition of the sd Lapman for trial at the next term of this court.

This affiant further says that he has been informed & verily believes that Charles Arthur is a material witness for this deft. and without his testimony cannot safely go on to trial. ~~without his testimony~~. That he did not learn that the sd Arthur's testimony would be material in the case until this morning or that the Plaintiff would make a point in the case which would make his testimony material until this morning. The sd Arthur resides in Madison County, and expects to be able to procure his testimony by deposition

Union Com Pleas

W. F. Shover

vs

R. W. Atkinson

Filed July 12. 1839

Geo H. Lee Clk

Be it Testimony whereof I have hereunto set my hand & affix the seal of said Court in the year of 1839

Jacob Fisher J P

Deposition of witness Taken in a Cause pending in the Court of Common pleas in Union County wherein Richard M Atheson is plaintiff and Volintine J. Shower is Defendant in pursuance of the Notice hereto attached and at ~~the time and place~~ the house of Mr. M Stevenson in Franklin County Franklin Township on the 2d Day of July 1839 at 5 o'clock P.M and the plaintiff being present

Samuel Laymon ~~late of the County~~ of Franklin of lawful age being first duly Sworn by me as hereafter certified deposes and Says ~~That~~

Question by the plaintiff

was you present Mr Lemon when The Score Dated 22d of November 1837 was Entered into between Abraham Eversole My agent and Volintine J. Shower if So State what you Know about it

Answer

I was present when the article was Drawn and assigned which was written by Mr Clark the Sheriff and heard it Read to the parties who both appeared to be Satisfied and assigned it in my presence and put it my possession for Safe Keeping

2d Question by Pl

do you Know it to be the Same form that I purchased of Mr Sterling of Columbus

Answer I Do Know it to be the Same form and further this Deponent Sayeth not Samuel Laymon

I Saml Fisher a Justice of the peace in and for the Township of Franklin in the County of Franklin ohio do hereby certify that the above named Samuel Laymon were by me first Duly Sworn to testify the truth the whole Truth and nothing but the Truth and that the foregoing depositions by him respectively Subscribed were Reduced to writing by Mr Somerson and were Taken at the Time and place Specified in the Inclosed Notice

Filed Oct 31. 1839
Noted in Open Court
J H Gill Clerk

To The Clerk of the Court of Common pleas of Union County Ohio.

Deposition of Samuel Layman taken, sealed up, and directed to be read in the case of Richard W. Atkinson vs Valentine F. Shover pending in said Court.

Miskell Saunders Justice of the Peace

Deposition of Samuel Layman of Franklin Township in the County of Franklin taken on the 22nd day of October in the year of Lord one Thousand eight hundred and thirty Nine, Between the hours of Six Oclock A.M. and Nine P.M. of said day at the House of Mikell Saunders. Pursuant to the enclosed notice, to be read in evidence, in a Cause pending in the Court of Commonpleas in Union County, Between John Doe ~~case~~ Richard W. Atherson, ~~vs Valentine F. Shover~~ Plaintiff and Valintine F. Shover Defendant, as Follows The Said Samuel Layman doth depose and Say that a Lease Dated the 22nd day of November 1837 and Signed by Abram Eversole agent to Richard W. Atherson of the State of virginia, Given to Valentine F. Shover ~~for~~ Four months was read in the presence of the Parties, and they Both agree that the Contents was correct and the Said Valentine Shover did agree to deliver the Said Premises Peacable to the Said Eversole agent or to Richard W. Atherson in his properson, and which Said Lease the parties handed to me for Safe keeping, and Said Lease is to be inspected by R. Clark, and there is no change in Said Lease that I can discover. I delivered the the Said Lease to Richard W. Atherson which now is as I delivered it to him. Further this deponent Says not.

Sommuell Laymon

(L.S.) I Mikell Saunders Justice of the Peace in and for the County of Franklin and State of Ohio, do hereby Certify that Samuel Layman was by me Sworn to Testify the truth, the whole truth and nothing but the truth, as a witness in the above named cause, and that the foregoing deposition by him Subscribed was reduced to writing by me, and taken at the time and place in the enclosed notice Specified.

Given under my hand and Seal this ~~day~~ 22nd day of October 1839.

Mikell Saunders J.P.

R Clark

Enclosed

John Doe exde
Richard W. Atkinson — pltf
vs.
Valentine F. Shower — Deft

The State of Ohio
Common Pleas. — Union County

To Valentine F. Shower

Depositions will be taken in this case by plaintiff at the house of Mitchell Saunders in the ~~town of~~ township of Norwich county of Franklin and State of Ohio, on the twentysecond day of this month ~~next~~, between six o'clock A. M. and nine P. M.

October 17th 1839

G. Swan
Atty for Pltff.

Union Com. Pleas

C. F. Shover

vs

Richard W. Atkinson

Filed Dec 4th 1839

James H. Gillelk

Know all men by these presents that we V. F. Shover Aaron Tofey aka Rosanna Shover are held and firmly bound unto Richard V. Atkinson in the penal sum of three hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators sealed with our seals and dated this 4th day of December A.D. 1839

The condition of the above obligation is such that whereas the said V. F. Shover has taken an appeal from a certain Judgment in Ejectment rendered against him in favor of the said Richard V. Atkinson in the Court of Common Pleas within and for the County of Union and State of Ohio at the October Term thereof A.D. 1839 For his Term yet to come in the premises described in the Ejectment mentioned and fifteen dollars and three cents costs to the Supreme Court within and for said County of Union Now if the said V. F. Shover shall pay the full amount of the condemnation in said Supreme Court and costs in case a Judgment shall be entered therein in favor of the appellee then this obligation shall be void otherwise in full force and virtue in law

Signed and sealed
in presence of
Jas H. Gillett

Valentine F Shover (Seal)
Aaron Tofey (Seal)
Rosanna her X mark Shover (Seal)

In Testimony whereof I have hereunto set my hand and affixed the seal of office this fourth day of December A.D. 1839

James W. Gill Clerk

Louisiana Supreme Court

Michael A. Atkinson

vs

Transcript

B. F. Shence

Filed Dec. 4th 1839

James W. Gill Clerk

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas within and for the county aforesaid do hereby certify that the following entries and judgment are truly copied from the Journals of said Court to wit

Doe Ex dem R. W. Atkinson vs Richard Roe } July Term A.D. 1839 Ejectment

Valentine Shover Tenant

This day came the defendant by Pearce his attorney and moves the Court here that Valentine Shover and Eli Williams be made defendants in lieu of the non defendant Richard Roe, which motion so far as the same embraces includes Eli Williams is overruled because it does not appear to the Court here that the said Eli Williams hath any connection with the title of the said Shover or that said Williams hath any title or claim to the premises in the declaration mentioned, and thereupon the said Valentine Shover is admitted a defendant in lieu of the non defendant Richard Roe and leave is given to the said Shover to enter into the consent Rule plead and designate the boundaries of his claim in sixty days from this date and this cause is continued until next Term on the affidavit of said Shover & at his costs to be paid in sixty days

John Doe Ex dem Richard W. Atkinson vs Richard Roe Valentine F. Shover Tenant } Oct. Term 1839 Eject.

This day came the defendant Valentine F. Shover and entered into the consent rule &c and pleaded the general issue and thereupon this cause is submitted to the Court here, and the Court find the defendant Valentine F. Shover is guilty of the trespass and ejectment above laid to his charge and assess the plaintiffs damages to one cent. It is therefore considered by the Court that the plaintiff recover of the defendant his term yet to come in the premises in the ejectment mentioned together with damages one cent so as aforesaid assessed together with his costs in this behalf expended and it is ordered that the writ of Hab. fa. possessionem issue to put the plaintiff into possession to be executed by the power of the county if necessary

Notice of appeal by deft

Union Supreme Court

Richard W. Atkinson
vs } Sub
C. F. Shover

Serv — 25
Mil — 75
$1,00

Filed June 23. 1840
Jas. H. Gee Clerk

Served by reading to Chas. Shover

The State of Ohio Union County ss

To the sheriff of said County Greeting

We command you to summon Samuel Layman and Rawson Clark to be and appear before our Supreme Court within and for the County of Union at the Court-House in Marysville on the first day of next Term, to testify and the truth to speak in behalf of Richard W. Atkinson in a cause in said Court pending wherein said Atkinson is plaintiff and Valentine B. Shover is defendant. and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House aforesaid this 17th day of June A.D. 1840

James H. Gill Clerk

Union Supreme Court

R. M. Atkinson
as Sheriff
v. J. Shover
Filed June 17th 1840
James H. Gill Clerk

Richard W Atkinson vs D. F. Shover } Union Supreme Court 1840

Issue Subpoena for Rawson Clark Samuel Layman

June 17. 1840

Rich W. Atkinson

John Doe ceda Richard N. Atkinson	Plf	The State of Ohio
vs.		
Valentine F. Shover	Deft	Common Pleas. — Union County

To Valentine F. Shover

Depositions will be taken in this case by plaintiff at the house of Joel Mash in the ~~town of~~ Township of Concord county of Delaware and state of Ohio, on the nineteenth day of this month ~~next~~, between six o'clock A. M. and nine P. M.

October 17th 1839

G. Swan
Atty for Plff.

Columbus

Richard W. Atkinson
vs.
Valentine F. Shover } Common Pleas in Union County.

A Deposition will be taken in this case, by the Plaintiff, at Stevenson's Tavern in the town of Franklinton, County of Franklin, and State of Ohio, on Tuesday the second day of July next, between six A. M. and nine P. M.

dated this 29th day of June 1839

Richard W. Atkinson

Abraham Everiole
Deposition

To the Clerk of the
Court of Common Pleas
of Union County Ohio

Filed Oct 31. 1839
James H. Lee Clerk

Deposition of a witness taken in a cause pending in the court of common pleas in Union county Ohio. Wherein Richard W. Atkinson is plaintiff and Valentine F. Shover is defendant. in pursuance of the notice here to attached. and at the time and place therein mentioned. Richard W. Atkinson plaintiff present and also Valentine F. Shover defendant present Abraham Eversole of the County of Delaware and of lawful age. being first duly sworn by me as hereafter certified. deposes and says that. the Lease entered in to by Valentine F. Shover and me Abraham Eversole agent for said Atkinson was after being read in our presence signed by us Abraham Eversole and Valentine F. Shover said lease above mentioned was dated November the twenty second 1837 and further this deponant saith not

Abraham Eversole

I Joel Marsh a justice of the peace in and for the Township of Concord in the County of Delaware Ohio. do hereby certify that the above named Abraham Eversole were by me first duly sworn to testify the truth, the whole truth and nothing but the truth and that the forgoing deposition by him respectively subscribed. were reduced to writing by me. and were taken at the time and place specified in the inclosed notice.

In testimony whereof I have hereunto set my hand and seal this 19th day of October in the year 1839

Joel Marsh J. P. (Seal)

39-SC-9

Union. Supreme Court

R. W. Atkinson

vs

Valentine F. Shover

Filed July 6th 1846

Ja. W. Gill Clk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting. We command you that you cause Richard M Atkinson to have a writ of Hab. fac. poss. and execution for one cent damages, and the further sum of $14.28 costs in the Court Com. Pleas and $12.63 cents costs herein expended which said Richard M. Atkinson recovered against Valentine K Shoup at the June Term of our Supreme Court in and for said County

Witness Jas H. Gill Clerk of said Court at Marysville this 16th day of July AD. 1840

James H. Gill Clerk

Acharn Rod
Valentine Shoin
~~Abraham Conrad~~

Jerant.

Filed Nov. 19th 1838

Wm. H. Gill Clerk

Recorded

The other read
& filed same
day

1839

The State of Ohio
Union County ss } Union County Court of Common Pleas of the Term of April AD 1839.

John Doe complains of Richard Roe for that whereas Richard W. Atkinson on the 25th day of March in the year of our Lord one thousand eight hundred and thirty eight at Union County aforesaid had demised to the said John Doe the following land and tenements with the appurtenances to wit part of Survey No 2991 in the Virginia Military District, the name of J. Phillips bounded as follows [illegible] with east corner of said Survey at two small white oaks [illegible] trees thence S. 10° E. 174 poles to a sugar tree [illegible] 80° W. 175 poles to a black oak [illegible] and ag. wood [illegible] W. 174 poles to the original western line of said Survey [illegible] Eastern line N. 80° E. 175 poles to the beginning [illegible] messuage, his cabins for boiling, his stable, his shed, his orchard, his yard, his garden for hundred acres of arable hundred acres of meadow land for hundred acres of pasture hundred acres of wood land for hundred acres of land covered with water and for hundred acres of other land with the appurtenances situate in said Union County — To have and to hold the same premises unto the said John for the said 25th day of March in the year last aforesaid for and during the term of twenty years thence next ensuing. By virtue of which demise the said John entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid — And the said John being so thereof possessed the said Richard afterwards to wit on the 26th day of March in the year 1838 with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then & there did to his damage one hundred dollars and therefore he sues &c

By C. Swan his
Atty.

Valentine L. Brown

Mr. ~~Abraham Conrad~~

Sir, I am informed that you are in possession of or claim title to the premises in the declaration mentioned or to some part thereof and I by virtue of the action or casual ejectment and having no title to said premises do advise you to appear at the next Term of the Court of Common Pleas within and for the County of Union and State of Ohio and make yourself defendant to my suit or Mission judgment will then be entered against me by default and you will be turned out of possession

November 4th 1838.

Richard Roe

No. 39-SC-10

Union Common Pleas Court.

Sol Bozarth
Plaintiff,

AGAINST

Henry Swedrich,
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
$245-20

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Record No. Page

Ex. Doc. 1 Page 188

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

Macissa Couples

Lot Bassett
& Princeps
Hay Journal
for Ex

Lot Bogart } Union Supreme Court June Term 1840
&
Henry Garand } Judgment $951.20
Mandamus to Comp pltf

The Clerk of the Common Pleas will please issue a Fi. Fa. Ex. Sup. Fa. soon after this Cause comes down to the Common Pleas

June 27th 1840

S. J. Freeman & S. Wilson
Attys for Pltff

Suit Brot on a note of hand Given by the deft to Pltff for One hundred and Sixty Dollars dated this 22d day of Sept AD 1830 also for Goods Sold Money lent Money paid Money had & Recd — To the Clk of the Court of Com pleas Union County Apl 20 1838

J N Kerr pltffs atty

See

Lot Borgart
vs
Henry Goodrich

Suit Brought on Note of hand given by Deft to pltff dated &c, Money had & recd, Goods sold & delivered work and labour done & performed &c

Lot Borgart
vs
Henry Goodrich

Filed in Office this 20 day April 1838
Thos H. Sill Clk

Summons issued
Alias
Copy
Fees
35
145
15
95

Filed in Office Apl 20th 1838
Thomas H. Sill Clk

The State of Ohio }
Union County } ss

To the Sheriff of Said County Greeting

We command you to summons Henry Goodrich to appear forthwith before our Court of Common Pleas of the County aforesaid at the Court House in Said County to answer unto Sot Bogarth for the use of David Horrold in a plea of Assumpsit Damages Five hundred Dollars and have you then there this Writ Witness D H Gill Clk of Said Court this 20th day of April AD 1838

D H Gill Clerk

Union Comm Pleas

Lot Bryson

v

Henry Goodrich

Injunction in

Trespass

Filed July 21. 1838

James N. Gill Clk

Cost bill made

Recorded

1839

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

Union County ss -

Lot Bogorth who sues for the use of David Herrod complains of Henry Goodrich in a plea of a plea of assumpsit for that whereas the said Henry Goodrich on the twenty second day of September in the year one thousand eight hundred and thirty at the county of ~~Marion~~ Union aforesaid made his promissory note in writing and delivered the same to the said Lot Bogorth and thereby promised to pay to the said Lot Bogorth one hundred and sixty dollars on or before the twenty fifth day of December in the year one thousand eight hundred and thirty then next ensuing the date thereof which period has now elapsed and the said Henry Goodrich then and there in consideration of the premises promised to pay the amount of the said note to the said Lot Bogorth according to the tenor and effect thereof - And also for that whereas the said Henry Goodrich on the first day of April in the year one thousand eight hundred and thirty eight at the county of Union and state of Ohio was indebted to the said Lot Bogorth in the sum of three hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request - and in three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request - and in three hundred dollars for money then and there lent by the plaintiff to the defendant at his request - And in three hundred dollars for money then and there paid by the plaintiff for the use of the use of the defendant at his request -

Sum in three hundred dollars for money then and there received by the defendant for the use of the plaintiff - Said in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them - Said defendant afterwards on the fifth day of April in the year eighteen hundred and thirty eight at the county of Union aforesaid in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiff on request yet the said defendant hath disregarded his promises and hath not paid the said several sums of money nor ~~any~~ either of them nor any part thereof; to the damage of the plaintiff five hundred dollars and therefore he brings suit &c

By S. N. Van Liew Atty

Henry Goodrich
ads
Lot Bozarth

Plea
filed by me
Filed Nov. 1st 1839
James H Lee Clk

Henry Goodrich
vs
Sot Bogarth

Union Com Pleas
in Assumpsit

And the said Goodrich come and defends wrong &c and says that he did not assume and promise in manner and form as the said plaintiff hath above thereof complained against him and of this he puts himself upon the country

By W. B. Lawrence his atty

The said plaintiff or his atty will take notice that Defendant on the trial of the above cause will insist and prove that the note on which this suit is founded was given for and the consideration thereof was a stud horse and that Defendant as a part of the said bargain was to procure a certain specified pedigree for plaintiff without which the contract was to be void and that Defendant never procured such pedigree for plff also the the said note was obtained by fraud fraud coin and deceit &c

W B Lawrence

Union Supreme Court

Lot Bozetto

vs } Transcript

Henry Goodrich

Filed Dec 4th 1839

James H. Lee Clerk

The State of Ohio Union County ss

I James H. Gee Clerk of the Court of Common Pleas within and for said County of Union do hereby certify that the following entries and judgment are truly copied from the journals of said Court to wit

Lot Bogarte } Oct Term A.D. 1839
vs } Assumpsit
Henry Goodrich

This day came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the said defendant did assume and promise in manner and form as the plaintiff hath complained against. and they assess the damages of the said plaintiff by reason thereof to two hundred and forty five dollars and twenty cents, Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $245.20 his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at dollars and cents

Notice of appeal by deft

In Testimony whereof I have hereunto set my hand and seal of office this 4th day of December A.D. 1839

James H. Gee Clerk

Union County Pleas

Henry Goodrich

vs

Lot Bozorth

Filed Dec. 4. 1839

James H. Gwin Clk

Know all men by these presents that we Henry Goodrich and Stephen McLain are held and firmly bound unto Lot Bogarth in the sum of Five hundred and Fifty dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators Sealed with our seals and dated this 4th day of Dec. A.D. 1839

The condition of the above obligation is such that whereas the said Henry Goodrich has taken an appeal from a certain Judgment rendered against him in favor of Lot Bogarth in the Court of Common Pleas in and for the County of Union and State of Ohio at the Oct. Term thereof A.D. 1839 for the sum of Two hundred and forty five dollars and twenty cents damages and nine dollars and 86/100 costs To the Supreme Court within and for the County aforesaid. Now ~~the condition~~ if the said Henry Goodrich shall pay the full amount of the condemnation in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellee then this obligation shall be void otherwise remain in full force and virtue in Law

Henry Goodrich Seal

Approved

Jas. H. Gill Clk

Stephen McLain Seal

Union Supreme Court

Joh Bozorth
vs
Henry Goodnoh

Serv — 25
Copy — 12½
Mil — 40
1,87½

Filed June 27. 1840
James H Gill Clk

Sent by Coffey to Jones - Thinks not found
L Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Samuel Phares and Jonathan S. Jones to be and appear before our ~~Court~~ Supreme Court within and for the County aforesaid at the Court House in said County on the first day of next Term to testify and the truth to speak on behalf of Henry Goodrich in a cause in said Court pending wherein Lot Bozorth is plaintiff and said Goodrich is defendant and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 24th day of June 1840

James H. Gill Clerk

Union Supreme Court

Lot Bozworth

vs

Henry Goodrich

Filed June 27. 1860

James H. Gill Clerk

Sot Bogarth
vs
Henry Goodrich

Supreme Court Union County, Ohio

Union County ss Personally appeared in open court Henry Goodrich who being duly sworn according to Law says that one Samuel Phares of ~~Hamilton~~ Butler County Ohio is a material witness for him on the trial of the above and without whose testimony he can not safely go to trial That this affiant saw said Phares in the early part of this month. when he told and faithfully promised this defendant to be here at this term of this court both on request of this affiant and to attend to some business of his own in this County where he has heretofore resided. That this affiant confidently expected said Phares here, But this day received a letter in the post office bearing date Jacksonburg June 19 informing affiant that he would not be here as seven of his children and wife were unwell. all of which affiant believes to be true, That he believes that he can establish as true fully by his Testimony the notice appended to his plea in this case if it can be improved on trial. And he hopes and believes that the same can be procured by the next term of this court if this case is continued and further that this affidavit is not made for the purpose of delay merely but that Justice may be done and further saith not.

Henry Goodrich

Sworn to and Subscribed in open court

Pat. H Gee Clk

76

Union Supreme Court

Lot Bozarth

vs

Henry Goodrich

Filed Dec 24. 1840

James H. Lieb Clk

Dot Bozarth
vs
Henry Goodrich

Supreme Court June Term 1840

Clerk will issue Subpoena for Samuel Phares and Jonathan Jones witnesses to testify on behalf of Defendant at said Term on trial

June 24. 1840

W C Lawrence atty for Deft

Clk Sup Court
Union County Ohio

Lot Bagorts
&
Henry Goodnow

Pracy

Issue

Lot Bogorth for the use of David Horton
vs
Henry Goodrich

Union County Pleas
In assumpsit
Damages $500.00/100

Upon a Summary statement for Work in town time I recover suit but on a note of hand given by the respondent to the plaintiff for one hundred and sixty dollars dated the 22 day of September AD 1833, one thousand eight hundred & thirty - also for goods sold, money lent, money paid, money had & received -

To the clerk of the court of com pleas union county -

April 20th 1838

D N Ken Plaintiffs atty

Union Com. Pleas

Sol Bozorth

vs } No. 5

Henry Goodrich

Damages $ 251.20
Pltfs costs 3.91
Defts costs 23.21
Writ .41

Serv — 35
Levy 35
Adv — 1,87½
Mil — 90
$3,47½
Bond 50
3,97½

Filed Oct 6. 1840
Jas H Gillett

Union County Ohio ss Be it remembered that on the 17th day of July 1840 came upon the same day a certain cattle found stack of hay and one field of standing corn and also the land and tenements to wit the 30th of Seven property equable to adjustment and found no redeemer

R Clark Sheriff

The State of Ohio Union County ss.
To the Sheriff of said County Greeting
We command you that of the goods and chattels and for want thereof of the lands and tenements of Henry Goodrich you cause to be made the sum of Two hundred and fifty one dollars and twenty cents damages and the sum of $3.91 cents costs which by the Judgment of our Supreme Court within and for the County of Union and State of Ohio on the 27th day of June A.D. 1840 Lot Bezortto recovered against the said Henry Goodrich with interest and the further sum of $23.21 costs made by the said Goodrich with interest thereon from the 27th day of June A.D. 1840 until paid and have said moneys before our Court of Common Pleas within and for the said County on the first day of next Term (the same having been remanded for Execution) to render to the said Bezortto and have then there this writ

Witness James H. Gill Clerk
of said Court at the Court House
in Marysville this 30th day of July 1840

James H. Gill Clk

Union Com. Plus

Lot Bozetta

vs 3 No 30

Henry Goodrich

Judgt damgs $251.20
Plffs costs 3.91
Defts costs 23.21
Execuse 4.38½
Writ .35

$283.15

Due Nov. 27. 1841 $288.71
Service 35.
Mileage 55
Advertising 1.12½
2.02

Poundage 20
$2.22

Filed Dec 14. 1840
Jos H Lincoln

Advertised the property to be sold Decr 14 1840
sold Com for $7.. May for $9. Cecelia for 3¾ + no
more property found whereon to levy
Decr 14th 1840.

W W S Gale Sheriff

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those goods & chattels of Henry Goodrich to wit 3 head of yearling cattle 4 stacks of hay 1 field of standing corn

which according to our commands ~~you~~ your predecessor has taken into ~~your~~ his hands, and which remain unsold as ~~you~~ he has certified to the Judges of our court of Common Pleas of our said County, to satisfy Lot Bozorth the sum of two hundred and fifty one dollars & 20 cents damages & $3.91 Plaintiffs costs & $23.21 Defts costs with interest thereon from the 27th day of July A. D. 1840 until paid. Also, $4.38½ increase of costs, which late in our said Court the said Lot Bozorth recovered against the said Henry Goodrich as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Lot Bozorth

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 23. *day of* Nov.

A. D. 1840

Jas. H. Gill Clerk.

No. 39-SC-10

Union Common Pleas Court

Bol Bozarth Plaintiff,

against

Henry Goodrich Defendant.

JUN TERM 1840

Judg. Vs. Defendant
$251.20

Journal SC 1 Page 56

Record No. 1 Page 178

Ex. Doc. 1 Page 188

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Supreme Court

Lot Bozorth

vs.

Henry Goodrich

Filed July 6th 1840

Saml. H. Gill Clk.

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting — We command you that you cause Lot Bozarth to have execution of a certain Judgment rendered in his favor against Henry Goodrich by our Supreme Court within and for the County of Union on the 27th day of June A.D. 1840 for the sum of Two hundred and fifty one and 20/100 Dollars and the further sum of $27.12 costs

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 6th day of July A.D. 1840

James H. Gill Clerk

40-SC-1

No.

Union Common Pleas Court.

Nathaniel Spencer
Plaintiff,

AGAINST

Angenette Spencer
Defendant.

June 1840
decree for plff,

Divorce

Supreme Court

Journal 1 Page 67

Record No. 1 Page 181

Ex. Doc. Page

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

Union Supreme Court

Nathaniel Spencer

vs } Summons

Augustus Spencer

Serv — 35
Copy — 20
Mil — 20
,75

Filed June 23. 1840
Jas H. Lee Clk

Sunday Leaving a certified copy of the
Clerk of residence and also a certified copy
of the petition on the 15th Day of May 1840
E. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Angenet Spencer to appear before our Supreme Court within and for the County aforesaid at the Court House in said County on the twenty Seventh day of June next to answer the matters charges and allegations contained in a petition exhibited against her in said Court by Nathaniel Spencer and this she shall in no wise omit under the penalty of the Law And have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 16th day of April A.D. 1840

James H. Gill Clerk

Supreme Court Union Co

Nathaniel Spencer
vs } Precipe
Angenett Spencer

Filed April 14th 1840
Jas. W. Gile Clk

Nathaniel Spencer
v
Augusta Spencer

In Superior Court
Petition for Divorce

The Clerk will issue Subpoena
Court with the usual
Copy & subpoena to depositions in this case
to be sent forthwith

A Ball
for petitioner

Union Supreme Court

Nat. Spencer

vs } precipe

Anginett Spencer

Filed June 17. 1840

James H. Gillett

Nathaniel Spencer
vs
Angeline B. Spencer

In Union Supreme Court. Jan Ter 1840
Petition for divorce
Issue subpoena returnable next Term for James McIntire & Peter Anders Complts witnesses
To J H Gile Clk U S P O

A Hale Sol for Petr

Union Supreme Court

Nat Spencer

vs } Suit

Augustus Spencer

Law ——— 25

Copy ——— 25

Mil — — 50

$1,00

Filed June 27 1840

James H. Lee Clerk

True copy R Clarke Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon James McArthur and Peter Anders to be and appear before our Supreme Court within and for the County aforesaid at the Court House in Marysville on the first day of next Term to testify and the truth to say in behalf of Nathaniel Spencer in a Cause in said Court pending wherein said Nathaniel Spencer is plaintiff and Angenette Spencer is defendant. and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 17th day of June A.D. 1840

James H. Gill Clerk

Supreme Court Union Co

William B. Spencer

vs. } Petition

Augusta Spencer

Filed April 14th 1846

Jno. T. W. Gill Clerk

Recorded

To the Honble the judges of the Supreme Court of the County of Union

Your Petitioner Nathaniel Spencer for more than six years last past a resident of the County of Union in the State of Ohio represents that on the fifth day of July eighteen hundred and thirty nine your petitioner was married to one Anginett Stout. That from that time he became the husband of the said Anginett & as such continued to discharge the duties of an honest & correct companion. Your petitioner Charges to his surprise he became convinced during the winter of 1839. & 40 that said Anginett had contracted habits of intimacy with other men and your petitioner was satisfied that she had disregarded the marriage vows. your petitioner remonstrated but she persisted until the Spring of 1840. when your petitioner expressly Charges that the said Anginett was guilty of the Crime of adultery with one Benson Wilmuth.

Your petitioner therefore prays that said marriage contract may be dissolved by decree of this Court. and that your petitioner may be free from all obligation on account thereof and for such other relief as equity may require And your petitioner as in duty bound will ever pray &c

N Hall Sol
for petitioner

40-SC-2

No.

Union Common Pleas Court.

Ransom Clark
Plaintiff,

AGAINST

Seth Sharp et al.
Defendant.

Supreme Court
JUN 18 43

judg vs Defendt.

Journal 1 Page 74

Record No. 1 Page 293

Ex. Doc. 1 Page 321

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

In Testimony whereof I have hereunto set my hand
and seal of Office this 22nd day of June A.D. 1840

James H. Lee Clerk

Union Supreme Court

Ransom Clark

vs } Transcript

Seth Sharp and

David Thurston

Filed June 23. 1840

James H. Lee Clerk

Recorded

The State of Ohio Union County ss
I James H. Gill Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entries and decree are truly copied from the Journals of said Court (to wit)
Oct Term 1839
Ransom Clark
vs } In Chy
Seth Sharp & } Court
David Thurston
And afterwards to wit May Term A.D. 1840
Ransom Clark
vs } In Chancery
Seth Sharp &
David Thurston

This cause comes on to be heard upon the bill answer of defendant David Thurston, testimony and exhibits, and was argued by counsel in consideration whereof the Court do find the transactions and sale between the said defendants contrary to equity. that the said defendant Thurston received in personal property from the said defendant Seth Sharp two hundred and twenty five dollars with intent to cover and secure the same from the Judgment at Law in favor of the Claimant. The Court do further find that there has been applied of said property on the Complainants said Judgment at Law sixty five dollars. It is therefore ordered adjudged and decreed, that the said defendant David Thurston pay into this Court to be applied on ~~Com~~ plaintiffs said Judgment the sum of one hundred and sixty dollars. it being the amount of the balance of said property so received by said defendant, within twenty days from the rising of this Court and also the cost of this suit taxed at. and in default thereof that Execution issue therefor as in cases at law
Notice of appeal by defendant

Union Com Pleas

Ransom Clark

vs } Appeal Bond

David Thurston

Recorded

Know all men by these presents that we David Thurston and Jonas Thurston, are held and firmly bound unto Ransom Clark in the penal sum of Four hundred ~~and~~ dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves our heirs, executors and administrators, sealed, with our seals, and dated this 17th day of June A.D. 1840.

The condition of the above ~~bound~~ obligation is such that whereas the said David Thurston has taken an appeal from a certain decree rendered against him in favour of the said Ransom Clark in the Court of Common Pleas, within and for the County of Union in the State of Ohio, at the May Term thereof A.D. 1840, for the sum of $160.00 judgment, and $25.00 costs, to the Supreme Court ~~and costs~~ within and for the County aforesaid: Now if the said David Thurston shall pay the full amount of the condemnation in said Supreme Court, and costs, in ~~said~~ case a judgment or shall be entered therein in favour of the appellee, then this obligation shall be void, otherwise in full force and virtue in law.

Approved by me Jas. H. Gill Clk

David Thurston {Seal}

Jonas Thurston {Seal}

Rec'd this Execution August 5th 1839 levied on three head of 2 year old horses offered the same on the 17th after giving ten days notice of the time and place of sale by posting up five written advertisements in the most public places in the County two of which was in the township where the property belonged sold the same for Sixty Dollars & 25 cents — $ 60,25

Shff fees Mileage	1,00
Levies	35
Advertising	1,87½
moving property	2,00
keeping same	1,00
return	35
costs	$ 6,57½

August 17th 1839
no more property found whereon to levy personal or real.

Wm Warner Shff of M. C.
By James McLain Dept

Union Com. Pleas
Thomson Clark
vs
Peter Thompson & Sth Shaw
Jgt. debt, $200,00
Costs 11.16
Increase 1.81
Writ .35
Filed Nov. 11. 1839
James H. Lee Clk

Ro.

No. 24

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 25th day of April A. D. 1839 Ransom Clark recovered against Peter Sharp & Seth Sharp for his debt — as well the sum of Two hundred dollars ~~and~~ — ~~costs, for damages, as the sum~~ of $11,16 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Peter Sharp & Seth Sharp you cause to be made the damages and costs aforesaid, with interest thereon from the 25th day of April A. D. 1839, until paid. Also the sum of $1.81 the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Ransom Clark. Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court,

at the Court-House aforesaid, this 24th

day of July A. D. 1839

ATTEST: Jas. H. Gill Clerk.

Report of the whole Matter.

4th The whole evidence goes to prove that the property was in the possession of Sharp & not Thurston at the time of the commencement of this suit and within reach of an execution at law with the exception of a horse previously sold by Sharp — and that a part of it was subsequently sold on said Complts said judgment

5th The reasoning of the master is irrelevant, & Partial, and the Conclusions drawn from the testimony, contrary to the plainest principals of Equity practice,

6th The master has not furnished the Defendant with a Copy of his report as by law he is bound to do, previous to filing, But made his said report, without notice & before the defendant suspected he had any such intention, & had no opportunity of taking any Exceptions thereto, — In all of which particulars, the said Defendant Excepts to said report, & appeals therefrom to the Judgement of this Court,

P Block & A Hall
Solrs for Defendant.

Exceptions to Masters Report
Ransom Clark

Filed January 20th 1843
John Caskie Clk
P.C.

Recorded

Ransom Clark
&
Seth Sharp &
David Thurston

In Union Co Supreme Court
In Chancery.

Exceptions taken by Deft Thurston to the Report of Otway Curry Special Master in Chancery made in this Case and filed June 2nd 1843.

First. The master has not examined the points submitted by the Court, with reference to the possession and value of the property described in complts bill, at the time ~~of the~~ said bill was filed but has laboured only to prove said Contract fraudulent and not rescinded at the time of service of subpoena. ~~[illegible]~~ ~~decided by the Court~~

Second. The commissioner has taken no testimony proving what portion of the property was in the possession of either of the defts at the time of service of the original subpoena or what was its Cash value - but with proof of possession takes the trade price of all the property as stated in defts answer. Then ~~[illegible]~~ deducts the price allowed at a forced sale of the part subsequently sold by Clark at Sheriffs sale - and returns the remainder as the amount in value of the property without further proof.

Third The proof is absolute that a part of the property had been sold by Sharp in May previous to the filing of the bill. The master does not notice this but without evidence makes a lump

(A.)

Depositions of Witnesses taken in a cause pending the Supreme court Wherein Ransom Clark is plaintiff and Seth Sharp and David Thurston are defendants in pursuance of the notice hereto attached and at the time and place mentioned plaintiff and defendant was present ~~[illegible]~~ ~~David Wood~~ ~~[illegible]~~ ~~Samuel Stanton~~ Robert M Goode of Champaign County of Lawful age being first duely Sworn by me as hereafter entered deposes and says

Question by Plaintiff – how long have you been acquainted with Liberal Ford

Answer from his birth up to this time he was Raised in my farthers Family

Question by same – how old do you think Ford to be

Answer Near forty

Question by same – from your acquaintance with Liberal Ford would you believe him in all cases where you would believe your other Neighbors under Oath

Answer I would

Question By Defendant what has been Liberal fords general Reputation of his caracter as for truth and veracity good or Bad

Answer I think his word would be taken as soon as a mothers mans. throug he some times speaks ~~[illegible]~~ un advised ly and further this deponant saith not

Robert M Good

Carried over

Braught over

Also Thomas Good of same County and of lawful age being first duly sworn as here after certified deposes and says that

Question by Plaintiff – how long have you been acquainted with Literal Ford

Answer we was raised in the same Family and about the same age

Question by Same – from your acquaintance with Mr Ford would you believe him under Oath as you would your other neighbours

Answer yes in the affermitive and further this deponent saith not Thomas L Goode

Also Joshua Irwin of the County of Union and of lawful age being first duly sworn as here after certified deposes and says that

Question by Plaintiff – how long have you been acquainted with Literal Ford

Answer Between three and fore year

Question by Same – from your acquaintance with L Ford would you believe him under Oath

Answer yes I could not hesitate

Question by Defendant Has Fideral Ford and David Thurston been at varience

Answer I have understood so and further this deponant ~~sa~~ saith not Joshua Irwin

Also David Danforth of Union County and of lawful age being first duly sworn as hereafter certified

Brought Over

Question by same from your acquaintance with Mr Ford would you believe him under Oath as you would other men

Answer I do not why I should not and this deponent saith not

Willis Spain

Also Edwin Spain of Champaign and of lawful age being first duly sworn as hereafter certified deposes and says

Question by plaintiff

How long have you been acquainted with Lidenal Ford

Answer from quite a small boy

Question by same from your acquaintence with Lidenal Ford what has been his general reputation and would you believe him under Oath

Answer I should it as good as other men and I should have no reson to ~~dis~~ believe him ~~be leave him and a Oath~~

and further this deponent saith not

Edwin Spain

Also David Wood of the County of Union and of lawful age being first duly sworn as hereafter certified deposes and says

Question by Plaintiff - how long have you been acquainted with Lidenal Ford

Answer About two years

Question by same - from your acquaintance with Mr Ford should believe him under Oath

Answer yes

Question by same - at what time night or day did report say that Sharpo left your settlement

Answer In the night

Question by same - from your knowledge of

deposes and says that
Question by Plaintiff — how long have you been acquainted with Literal Ford
Answer about two years
Question by same — from your acquaintance with Mr Ford would you believe him under Oath as you would other men
Answer I should
Question by same — at what time did report say that the Sharps left your settlement was it in the Night or or Day time
Answer in the night
Question by same — ~~should~~ from your knowledge of Mr Andersons associations in your neighbourhood should you believe it possible for him not to know that it was reported that Sharp left in the night
Answer I should think it hardly possible though it might be
Question by Defendant Was David Thurston and Literal Ford Been at variance
Answer yes and further this deponent saith not
David Danforth

Asa Willis Spain of the County of Champaign and of lawful age being first duly sworn deposes and says
Question by Plaintiff how long have you been acquainted with Literal Ford
Answer I have been acquainted with him from his Birth up and he lived in my Family one year or more
Carrier Dec

William Andersons associations in the neighbourhood Should you believe it possible for him not to know that report said the Sharp left in the night

Answer I should think he did but do not know whether he did or not

Question by same what time in the Spring of 1839 did Sharps leave

Answer I should think about the last of may and further this deponent saith not

~~Question by Defendant how far did you~~

David Wood Jr

~~Also Jeremiah Davis of the County of Union and of lawful age after being duly sworn as hereafter certified~~

Question by Defendant How far did you live from Sharp at the time they moved

Answer ~~About~~ Between thirty and forty Rods

Question by Plaintiff – Did David Thurston and Seth Sharp live in the same house

Answer they did

Question by same – has David Thurston and Wm Anderson been intimate as neighbours

Answer I have seen them together frequently and should think them intimate

Question by defendant

Is Wm Anderson more intimate with Da Thurston than he is generally with his other neighbors

Answer I should think he was and further this Deponent saith not

David Wood Jr

Also Jr Davis of the County of Union and of lawful age being first duly sworn as here after certified deposes and says

Carried Over

Brought Over

Do you know whether Ford and Thirston are at varience or not

Answer From the conversation of both men I should think they ware some time previous to this and further this Deponant saith not

George Hall

Also Andrew Bowman of the County of Ashland and of lawful age being duly sworn as here after certified deposes and says

Question by Plaintiff – how long have you known Litteral Ford

Answer Between five and six years

Question by same – from your knowledge of the man would you believe him under Oath

Answer I would

Question by Defendant

Do you know whether Ford and Thirston are at varience or not

Answer I have heard so and further this deponant saith not

Andrew Bowman

I C W Inskeep a justice of the peace in and for the Township of Liberty in the County of Ashland Ohio do hereby certify that the above named Robert M Goode Thomas J Goode Joshua Erwin David Danforth Willis Spafford Edwin Spain David Wood Jr Hezekiah Davis Moses Devore George Hall Andrew Bowman Were by me duly sworn to testify the truth the Whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed Were reduced to writing by me and Were taken at the time and place specified in the in the in closed notice In testimony Whereof I have hereunto set my hand this 21st day of June 1841 C W Inskeep J.P.

Braught Over

Question by Plaintiff — how long have you been acquainted with Literval Ford

Answer about twenty years

Question by Same — during your acquaintance with Ford did you ever see or know any thing of him that would make you doubt his statement under Oath

Answer no

Question Defendand

Do you know whether Ford and Thirston are at varience or not

Answer I do not know whether they are or not but I have herd ford say they was and further this Deponent saith not

Mosy Dewore

Also George Hall of union County and of lawful age being first duly sworn as hereafter certified deposes and says

Question by Plaintiff how long have you been acquainted with Literval Ford

Answer about six or seven years

Question by Same — from your acquaintance with Ford would you believe him under Oath

Answer I would

Question by Same — from the common talk of the manner of Shaps leaving your settlement should you suppose it possible for Mr Anderson not have heard it

Answer I should think he had

Question By Defendant

Carried over

Brought Over

Question by Plaintiff how long have you been acquainted with Literal Ford

Answer something like two years

Question by Same – If from your acquaintance with Literal Ford would you believe him under Oath ~~yes~~

Answer Yes

Question by Same – from the general talk ~~of~~ of Sharp ~~in your~~ having left the Settlement in the night should you suppose that it was possible for Wm Anderson not to have heard it

Answer I did not live in the neighborhood until a few days after Sharp left. but I should think that every man newit in the neighborhood near that he left in the night

Question by Defendant

What time did Sharp leave the neighborhood

Answer some time from the middle to the last of May 1839 according to Report

Question by same

Do you know whether Ford and Thurston are at varience or not

Answer Report says so and further this Deponent says not

Hezekiah Davis Jr

Also Moses Lewor of the County aforesaid ~~&c~~ and of lawful age being first duly sworn as hereafter certified deposes and says

Carried over

him Subscribed was reduced to writing by me and was taken at the time and place specified in the enclosed notice
In testimony whereof I have hereunto set my hand this 8th day of May 1840

Ira C Johnson J.P.
justice of the Peace

Cost
Justice fees $0,50
Witness fee — 50
$1,00

Compt Deposition
B Barnet
B.

Deposition of witness taken in a cause pending in the court of Common Please of the County of Union State of Ohio wherein Ramson Clark is Plantiff and Seth G Sharp & David Thurston are defendants in pursuance of the notice hereto attached and at the time and place therein mentioned Plantiff present

Barnet Bennet of the County of Union of lawful age being first duly sworn by me as here after certified deposes and says That some time between the 6th of and fifteenth of May 1839 David Thurston and Seth Sharp called him to witness the delivery of three two year old colts that Seth Sharp was delivering to David Thurston as part pay for a peice of Land Thursting had sold to Sharp

Deponent further sayth that a few days after the delivery of the colts said Thurston inquired of deponent the size and description of a shingle tree necessary to cover a certain sized house which Thurston was talking of building after receiving an answer Thurston turned to Seth Sharps Father and refered him to a tree that Thurston said he had reserved in his sale to Sayth Sharp which he said was such a tree as deponent described and further this deponent sayth not

Barnet Bennet

I Ira C Johnson a Justice of the Peace in and for the Township of Rush in the County of Champaign Ohio do hereby certify that the above named Barnet Bennet was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Deposition by

(turn over)

to the Clerk of the Court of
Common Pleas of Union County Ohio
Deposition in the Case of R Clark
vs S Sharp & D Thurston taken
by Plaintiff

Sealed by me

Ira C Johnson J.P.

Filed May 11th 1840
Jas. H. Gile Clk

Sworn at the request of Gile
May 11th 1840 Jas. H. Gile Clk

to testify the truth the whole truth and nothing but the truth and that the foregoing Depositions by them respectfully subscribed were reduced to writing by me and were and were taken ~~and~~ at the time and place specified in the enclosed notice in testimony whereof I have hereunto set my hand and seal this 27th day of June A.D. 1847

Joshua Judy JP (Seal)

Costs
4 witnesses each 50cts
Justices cost .70

E. White et al
Deposition

Filed June 17th 1847
Geo. Mills Clk

Samuel Shaw
Seth Shaw
Daniel Martin } Supreme Court
Warren County Ohio
vs
Clerk of the Supreme
Court Warren County Ohio
Plaintiffs } Depositions taken
in the above case
Given June 27. 1847 by agreement
J. Wilkinson
Jas Shaw Clk

Depositions of witnesses Taken by Ransom Clarke at the time and place Designated in the within notice to be used in the Supreme Court of Union County. in a cause pending wherein Ransom Clark is plaintiff and David Thurston and Seth Sharp are Defendants as agreed upon by the parties to the above action ~~Question~~ by Elisha White of Lawful age first being duly sworn according to Law. Deposeth and saith Question by Pltff how Long have you been acquainted with the David Thurston the Defendant, answer five six or eight years Question by Same have you heard report charged him with aiding John Smith by hauling at the time he ran away. I heard such a story but whether public or not I do not know — Question at the time John Proctor ran away was it reported that Thurston advised him and took an assignment of his proper to convert from his creditors as to the assignment know nothing of. but I have heard of his being accused of helping on assisting ~~Smith~~ Proctor away and ~~he~~ got possession of his land for which suit died or was about to be brought. ~~[illegible]~~ Hemington and the land was sold and Hemington's debt paid of the proceeds

Question by Pltff how long d the Sharp family live upon your land, answer about one year

Question by the same did you know of my visiting them at any time only on Offical business as Sheriff and did I not call frequently in that capacity. answer. I never knew you to come into the neighborhood without business with the Sharps or Sheriff Question from ~~you~~ what you have heard ~~you~~ walled you suppose Thurston to be a livmore tricky in his deal than men in general answer. I shall have to answer in the affirmative further this Deponent Deposeth not Elisha White Thomas Flood of Lawful age first being duly sworn according to Law Deposeth and saith Question what has been the report concerning aid of John Smith or ~~Sheriff Sharp~~ Sherfiers John Proctor in their running from this neighborhood. answer I have heard David Thurston hauled Smith away when he left the neighborhood and as to Proctor I do not recollect any thing about such report Question

Did hear that Thurston had got the assignment or deed of Proctors Land answer I heard he had bought the Land

Question by Dave
~~from report would say~~
Does report say that Thurston is more tricky in his deal than the common run of men, answer some say he is and some say he is not. some three or four years ago I frequently heard people talk of his being tricky but not latterly
Question by Defendant. From your knowledge of Thurstons reputation would you say that it was as good as men in general.
answer. I would
Skamon Herd
John W Edgar of Lawrence age first being duly sworn according to law deposeth and saith
Question what did you hear concerning Thurstons siding Proctor and taking assignment or deed of his land at the time he left. answer. I do not recollect of hearing of his taking him away. but I believe I heard of his getting Proctors land either by purchase or otherwise. I also understood that Hemington collected a claim held against Proctor by the sale of his land. Cross examined by Deft
How long have you been acquainted with David Thurston. & what is his general reputation for honesty. answer I have been acquainted with him and believe his reputation be as good as common or as men in general

question by some — This Do you say you know
nothing of this Tar & Chloroform matter except by hearsay
answer. I know nothing about it only by hearsay
further this Deponent Deposeth not

John W Edgar

Noah Garrett of lawful age first being sworn according
to law Deposeth and saith Question — what
did you hear concerning Thurston
aiding John Smith in running away
answer. common report was that Smith went for a load
of corn. and also that Thurston assisted in getting
him away — Cross-Ex. examined by Deft
How long have you been acquainted
with David Thurston & ~~what is your~~
~~opinion of~~ ~~the~~ from your knowledge of
his reputation would you say it
was as good as men in general
answer. I have been acquainted with him for eight or
nine years. and I should say his reputation is as
good as men in general, further this deponent deposeth
not

Noah Garrett

I Joshua Judy a Justice of the Peace
in and for the Township of Liberty in
the County of Union Ohio do hereby
certify the above named Elisha White
Thomas Herd John W Edgar & Noah
Garrett were by me first duely sworn

Compt Deposition

James Herd's

D.

To the Clerk of the Court of Common pleas of Union County Ohio Deposition Taken by plaintiff in a cause wherein Ransom Clark is plaintiff and Seth Sharp & David Johnston are defendants

Filed May 11th 1840
Jo. H. Lee. Clk.

Opened at the request of Plaintiff
May 11th 1840 Jo. H. Lee Clk

Deposition of Witness Taken in a cause pending in the Court of Common pleas of Union County wherein Ransom Clark is plaintiff and Seth Sharp & David Thurston are Defendants in pursuance of agreement by Attorneys at the time and place agreed upon by said Attorneys

James Hera of the County of Union and of Lawful age being first duly sworn by me as hereafter certified Deposes and says that " on the eleventh day of May AD 1839 David Thurston Brought a Colt to me to have altered which Colt I believed to have been owned by Seth Sharp made me ask him if they had been trading and he said they had and that he had traded his land over the Creek to Seth Sharp and that he had Received to the amount of about two hundred and twenty five Dollars some Horses & what else I know not or cannot Remember now: as to the Colt Thurston Brought to have altered being Received as part pay towards the Land it was my impression it was from our conversation at that time and further this Deponent Deposeth not

James Hera

I Joshua Judy a justice of the peace in and for the Township of Liberty in the County of Union Ohio do hereby certify that the above named James Hera was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him subscribed was Reduced to writing by me and was taken at the time and place agreed upon by plaintiff and P. B. Cole as Counsellor or attorney for Defendants

In testimony whereof I have hereunto set my name this 8th day of May AD 1840

Justice Cost 28 cent

witness Cost 50

Joshua Judy J P

Question
~~Answer~~ by Deft
Had not Thomas Pierchased the land
they then lived on of Seth Sharp
Answer by James Heard - yes and
still owns it
question by Complainant
what time did they go way
Answer I. dont know

Sworn to and subscribed be
me a Justice of the peace of Paris
Township Union County Ohio
June 25th 1840 James Turner JP

Justices cost $0.50
Cant cost 0 62½
Witness 0.50

D. 2d

R. Clark
vs
Appeal
Injunction
Filed June 26. 1840
James M. Lee Clerk

D. 2d

Deposition of James Herd

taken in a cause pending in the supreme Court where in Ransom Clark is plaintiff and David Thurston & Seth Sharp is Defendants

By an agreement of Parties

Question by Complainant
Are you and were you an acting Justice of the peace in Liberty Township this county on ~~the~~ and through the year 1839 if so did you as such officer issue process against Peter Sharp in the Spring of that year to collect money from the said Sharp and what returns were made Answer I was an acting Justice of the peace at that time i did issue an execution to the best of my recollection at that time ~~and was~~ upon which there was a Levy made on one fanning mill and was sold for about ten dollars the Judgment was about twenty four dollars the Balance of the Judgment remains unsatisfied
Question by same Did seth Sharp an Thurston Live to gether in the same house at that time specified
Answer I believe they did
question how many wagons had they
Answer I dont know of their having any more than one

James Herd

Compt Depositions

Darrows & Hartshorne

E.

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas of the County of Union and State of Ohio Wherein Ranson Clark is Plaintiff and Seth Sharp and David Thurston are Defendants in pursuance of the Notice hereto attached and at the time and place therein mentioned the Plaintiff and Defendant thereof was present Anson Darrow of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes and says

That some time in the Month of April A D 1839 he was presented with a title Bond by Seth Sharp and David Thurston which Bond was given by David Thurston to Seth Sharp for a certain piece of Land of one hundred Acres or some more and that David Thurston Received property to the amount of two or "near hundred Dollars in part pay for said piece of Land and that Seth Sharp was to pay the Residue the ensuing fall or winter which Residue was I believe in amount about four hundred Dollars

Question by plaintiff

What time in the Month of April did ~~the~~ you sign the the title Bond as witness

Ans I believe on Tuesday after a protracted meeting held ~~near~~ at Esqr Heads which I believe was the 16th day of the month and further this Deponent Deposeth not

Also

Anson Darrow

Sewel G. Hartshorn of the County of Union Ohio and of lawful age being first duly sworn as hereafter certified Deposes and says

Question by Plaintiff

What time in the month of April A D 1839 was the protracted Meeting held at Esqr Heads

Answer on Saturday and Sunday the 20th & 21st days

over to next page

Questioned by plaintiff
have you any Record by which you know the time of that Meeting
Ans. yes because my youngest Child was Born the next day after the Meeting which was the twenty second day of the Month and I made a Record of it
Question by David Thurston one of the Defendants
who made your Record
ans. my Brother
Question by same
did you look in the Almanack at the time the Child was Born
ans. I do not Recollect that I did.
and further this Deponent Sayeth not
Sewell G Thurston

also Arah Gleason.
of Union County and of Lawful age being first duly Sworn as hereafter certified deposes and Says that sometime in the Spring of A D 1839 he heard David Thurston Say he had Sold his Lot of wild land over the Creek and I asked him who to he said to Seth Sharp and he also Said that he had Received about two hundred Dollars and that he had Sold at Six dollars per Acre and the balance he was to Receive in the ensuing fall. and further this Deponent Sayeth not
Arah Gleason

also ~~James~~ James Hera
of Union County and of Lawful age being first duly Sworn as hereafter certified Deposes and Says that some time in the Month of May A D 1839 David Thurston told him that he had Sold his land over

the Creek and that Seth Sharp had Bought it he also said that he had Received about two hundred and twenty five dollars in part pay for said Land the time he told me I believe was the eleventh day of May

Qestion by Plaintiff

What do you believe ~~that land to be worth per Acre~~

answer, and further this Deponent Seth not

James Herd

I Joshua Judy a Justice of the peace in and for the Township of Liberty in the County of Union Ohio do hereby certify that the above named Anson Dawson Samel G Hartshorn Avah Gleason and James Herd were by me first duly Sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice

In testimony where whereof I have hereunto set my hand this 7th day of May in the year 1840

Joshua Judy J.P.

Justice Costs

on Subp	28¢
Svc Mt	16
Depositions	80
	$1,24¢
4 witnesses	2,00
	$3,24¢

Brought over

Also James McIlroy of the County of Union and of lawful age being first duly sworn as herein after stated deposes and saith

Question by Defendant

How long have you been acquainted with Lideral Ford

Answer between three and fore years

Question by same

What is or has been Lideral Fords Character as respects truth and veracity good or bad

Answer I can not say it is good

Question by same

by what you know of Ford Could you believe him under Oath

Answer no I could not and further this Deponent saith not

James McIlroy

Also Edwin A Blanchard of the County of Union and of lawful age being first duly sworn as herein after certified deposes and says

Question by Defendant

How long have you been acquainted with Lideral Ford

Answer about one year

Question by same

What is his general reputation as respects truth and veracity

Answer it is not good

Question by same

by what you have heared and know if Lideral Ford was evidence for or against David Thurston Could you Believe him under Oath

Answer I should not

Plaintiff's Answer et al. in Chancery

Depositions

E

exceptions to these depositions because not taken to be reduced to writing

Brought over

Also

Ezekiel Baker of the County of Union and of lawful age being first duly sworn as hereinafter certified Deposeth and saith

Question by Defendant

Are you acquainted with Lideral Ford

Answer I am and have been for about two years

Question by same

What is or has been Lideral Fords Character as respects truth and veracity good or bad

Answer It has not been verry good

Question by Same

By what you have seen and heard about the fight between McIlroy and Saml. Maxwell did Lideral Ford swear to the Truth or not

Answer he did not ~~answer~~ and further this Deponent saith not. In presence of

Ezekiel his mark Baker

W. M. Boughan

Also Zachariah McIlroy of the County of Union and of lawful age being first duly sworn as hereinafter certified Deposeth and saith

Question by Defendant

How Long have you been acquainted with Lideral Ford

Answer about three year

Question by same

What is or has been Lideral Fords Character as respects truth and veracity good or bad

Answer I should not think it vary good

Question by same

by what you have seen and heard about the fight between McIlroy and Saml. Maxwell did Lideral Ford swear to the truth or not

Answer he did not and further this Deponent saith not in presence of

Zachariah his mark McIlroy

W. M. Boughan

Carried over

~~Ot~~ Brought over

What property did you know of Sharps having during the Spring of 1839

Answer one Horse. one two horse Wagon and double harness and I do not know but more

Question by same

What would you suppose said property to be worth at that time Answer about one hundred and twenty five Dollars

Question by same

During the spring of 1839 would you supposed that said property might not have been Levied on by Sheriff Coroner or Constable by using Due Diligence

Answer Yes I supose it could as he offered to sell the same to me and I should not have been afraid to purchase

Question by same

What is or has been Lideral fords Character as respects truth and veracity good or bad

Answer I should not call it very good

Question by same

If said ford was an evidence for or against David Thurston Could you Believe him under Oath

Answer I think ~~not~~ I would not ~~and~~ further ~~this~~

Question by same

Do you know David Thurston to be a man that trades considerable

Answer I think he does considerable

Question by same

By what you know and have heard about seth sharps and David Thurston's trade in Land that is now in Law would you suppose that it was done to defraud Clark or Sharps Creditors

Answer I do not supose it was. and further this deponent saith not.

Luther Weston

Carried over

Depositions of Witnesses taken in a cause pending in the Supreme Court Wherein Baron Clark is plaintiff and Seth Sharp and David Thilton are Defendants, in pursuance of a notice here to attached, and at the time and place therein mentioned. Defendant present plaintiff not present Thomas Hurston of the County of Union and of Lawful age, being first duly sworn by me as hereinafter ~~stated~~ certified, deposes and says

Question by ~~Plaintiff~~ Defendant
are you acquainted with Peter Sharps family
Answer yes
Question by same
what property had Sharp during the spring of 1839
Answer five pair of Horses ~~H~~ one two year Horse Wagon & double harness two Colts two year olds four two year old horned Cattle
Question by same
What was said property worth at that time
Answer Two hundred ~~&~~ and seventy five Dollars
Question by same
During the spring of 1839 would you supposed that this property might not have been Levied on by Coroner Sheriff or Constable by using Due Diligence
Answer Yes I supose it could and further this deponent saith not

Thos Hurston

Also Luther Weston of the County of Union and of lawful age being first duly sworn as hereafter certified deposes and says
Question by defendant
was you acquainted with Peter and seth Sharp in the year 1839
Answer I was acquainted with Seth Sharp

Carried Over

Brought over

Answer I should think they were goo Friends

Question by same

Did R Clark have Sharps property under Execution in 1838 for a judgement rendered against him in the Court of Common please the lost of which R Clark is now trying to Collect off of David Thurston

Answer I think he did

Question by same

Was there any property in 1839 that a Sheriff Coroner or Constable might have ~~been~~ Levied on belonging to Sharps by using Diligence

Answer I think there was

Question by same

do you know who David Thurston bought the six acres of Land ~~off~~ ove on which he now Lives

Answer I think from the Sharp's

Question by same

from what you know concerning the Land trade between Sharps and David Thurston would you suppose it was Done to Defraud Clark or any of Sharps Creditors

Answer I shoul not and further this deponent Saith not

William Anderson

Also Able F Hutchinson of the County of Union and of lawful age being first duly sworn as herein after certified deposes and says

Question by Defendant

How long have you been acquainted with Lideral Ford

Answer about one year

Question by same

What is his general reputation as respects truth and veracity

Answer I should think not verry good

Question by same

by what you know and have heard if Lideral Ford was evidence for or against David Thurston Could you Believe him under Oath Carried over

Brought over

Answer the sum and substance of the talk was this he swore he would brake them up and then would have a nough to live on left

Question by same

How long have you been acquainted with Lideral Ford

Answer something over one year

Question by same

What is or has been his general reputation as respects truth and veracity Answer as far as I have herd I should say not vary good

Question by same

by what you heard L. Ford say in the blacksmith shop could you believe him under Oath for or against David Thurston

Answer ~~no~~ No I could not

Question by same

from what you know and have heard respecting the trade Between Sharp and Thurston would you suppose it was done to defraud Clark or Sharp Creditors

Answer I do not and further this Deponant saith not

John. R. Burson

Also William Anderson of the County Senior and of lawful age being first duly sworn as herein after certified deposes and says

Question by Defendant

What did you hear L. Ford say in his Blacksmith shop last winter respecting Jonas & David Thurston

Answer I herd him say that he intended to brake them boath up and then have a better living left than they ever had

Question by same

~~from the above~~ would you suppose from what you heard Sharp say in 1838 would you suppose that Sharp and Clark were intimate

Carried over

Braught over

Answer I think not and further the deponent Seth not

Abel. F. Hutchinson

Also Wm. McBaughan of the County of Union and of lawful age and after being duly sworn as herein after certified deposes and says

Question by Defendant

What property had Sharps in 1838

Answer Two work horses one two horse waggon and Harness. one riding horse to the best of my knowledg.

Question by same

did you hear that Clark had Sharps property under Execution about that time for a gudgement rendered against him in the supreme Court of Common Please

Answer Yes and further this deponant seth not

W. M. Boughan

I E W Inskeep a Justice of the peace in and for the Township of Liberty in the County of Union Ohio do hereby certify that the above naimed Thomas Harsha. Luther Weston. Shadrach Baker. Zachariah McElroy. James McElroy. Edwin A Blanchard. Rufus Blanchard. John R Burson. William Anderson. Abel F Hutchinson. W M Baughan. Were by me first duly sworn to testify the truth the Whole truth and nothing but the truth and that the foregoing depositions by them respectifully subscribed Were reduced to Writing by me and Were taken at the time and place specified in the in closed notice

In testimony Where of I have hereunto set my hand this 23d day of June A D 1841 E W Inskeep J. P. (Seal)

Question by same
By what you know of David Thurston would you call him a man that trades considerable
Answer I should
Question by same
By what you know and have heared about sethe Sharps and David Thurstons trade in land that is now in Law would you suppose that it was done to defraud Clark or Sharps creditors I should not and further this deponent saith not
Edwin A. Blanchard

I Also Rufus Blanchard of the County of Winona and of lawful age after being duly sworn as hereinafter stated deposes and says
Question by the defendant
How long have you been acquainted with Federal Ford
Answer About one year
Question by same
What is his general reputation as respects truth and veracity
Answer Bad
Question by same
by what you have heard and know if Federal Ford was evidence for or against David Thurston could you Believe him under Oath
Answer I could not
~~Question by same~~ and further this ~~not~~ deponent saith not
Rufus Blanchard

I Also John R Burson of the County of Winona and of lawful age being first duly sworn as hereinafter certifies deposes and says.
Question by Defendant
What Did Federal Ford say in his blacksmith shop last winter Concerning David & Jonas Thurston
Carried Over

and did not Receive his Deed until ~~the Deed~~ he had made a Deed to Thurston which was on the 15th day of April 1839 ~~which is the date of both Deeds~~ at ~~which~~ which time they both Received their Deeds

Question by Defendant

When was it that you had the conversation with Thurston Respecting the sale of the 111 Acres of Land, Ans. not later in the Season than ~~in this month~~ of April 1839

Question by same

Where did Thurston say Sharp expected to get the Money to pay for the Land

Ans. My impressions are that it was from his Father when he Returned from Newyork

Question by same

What kind of pay did Sharp Receive of Thurston for the Six acres of Land

Ans. It is my impression that he Received some colts and some harness and Money it was also my impression that the property was delivered some time before the execution of the Deeds

Question by plaintiff

at what time did old man Sharp Return from Newyork

Ans. I believe about the last of May or the first of June 1839 and further this Deponent Deposeth not

David Danforth.

D. Danforth's 1st Deposition.

G.

1

Depositions of witnesses taken in a cause pending in the Supreme Court of Chancery in Union County Ohio Wherein Ransom Clark is plaintiff and Seth Sharp and David Thurston are Defendants in pursuance of the Notice herein inclosed marked Letter A and at the time and place therein mentioned. Taken by Defendants. David Thurston ~~the parties~~ Being present

David Danforth of the County of Union and of Lawful age being first duly sworn by me as hereafter certified Deposes and Says

Question by Defendants

Have you any Knowledge of the Land sold to Seth Sharp by David Thurston in the Spring of AD 1839 the whole being one hundred and Eleven acres

Answer I have

Q by same

What was the worth of the Land at that time

Ans. I suppose about four dollars per Acre in the state of Nature

Q by same

do you know any thing about the contract between Seth Sharp and David Thurston concerning the Land

Ans. I cannot give any correct history of it

~~Q. by same~~

~~What have you understood from Sharp concerning the contract~~

Question by same

Was you acquainted with Seth Sharp in the Spring of 1839.

Ans. I was

Q by same

What personal property did he own at that time

2

Ans I believe in the month of May he had one young Mare three years old and ~~one two year old~~ ~~Bull~~ and a Sow and pigs four or five pigs or more.

Question by same

What do you suppose that property was worth

Ans. I suppose about ~~Thirty~~ five Dollars

Question by same

When did Sharp Move away and what property did he take with him

Ans. to the best of my Recollection in the month of June 1839 he had about and before that time a Waggon and two Horses I believe..

Question by same

What do you suppose that property was Worth at that time

Ans the Waggon was worth twenty five dollars and the Horses were worth Sixty dollars

Question. by same

What knowledge have you of a contract and sale of a six Acre lot of Land near Newton Sold by Seth Sharp to David Thurston

Ans I know that Seth Sharp did sell to David Thurston six acres of Land I also wrote the Deed from Sharp to Thurston dated April 15th A D 1839 the consideration Money was two hundred Dollars which I suppose was about a fair price for ~~the~~ the property at that time

Question by same.

Is David Thurston still in possession of the Land

Ans he is

Question by Plaintiff

what did you hear either of the Defendants

3 say concerning the contract about the 111 Acres of Land
Ans I heard Thurston say he had sold the Land to Seth Sharp and that he had Received a Waggon and Horses in part pay and the balance was to be paid in Money which was due then I believe Thurston was then threatening to disannul the contract if Sharp did not soon make payment
Question by same
Did you frequently hear Thurston talk of disannulling the contract
Ans, not more than that he had been tolled along and that if they did not come up to the contract he would not be bound is what I concluded by the conversation
Question by same
how long was it from the time you heared of the contract until it was Disannulled
Ans. I believe two months or about that time. Question by same
Was Seth Sharp Shy with his property at that time
Ans. he was I believe a little shy after the contract was ~~broke~~ Recinded
Question by same
~~Deed~~ did you Deed the Six Acres of Land to Seth Sharp
Ans I. did
Question by same
Did you offer the Deed to Sharp before the fifteenth day of April 1839
Ans I did a month before and he declined Receiving it and urged me to make the Deed to David Thurston ~~as he had sold~~ ~~he was on my hands~~ as he had sold to Thurston it would cost cost for the witness to convey direct to Thurston

Plaintiff excepts to these depositions because they were not taken ten days before Court sits

June 21. 1841. W O Lawrence Pl
for Compl

Depositions of Mr. Jackson & John Campbell.

II.

Have the means of knowing his character for truth & veracity

Answer by witness yes i know the man i dont consider him a man of truth I have had considerable dealings with him

question by same

From your knowledge of his character would you believe him under oath

Answer I should not

And further this deponent saith not } of John Raymond

I James Turner a Justice of the peace in and for the township of Paris in the county of Union ohio do hereby certify that the above named William Anderson & John Raymond were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at at the time and place specified in the inclosed notice

In testimony whereof i hereunto set my hand this 17th day of June A D 1841

James Turner J P

Fees

Justices fees $1.00

Witness 2 " 1.00

Question by Defendant.

~~Same subject~~ What did Sharp & Thurston say was the reason of their ~~not~~ making the contract

Answer by Witness ~~I understood~~

I understood that the old man Sharp had wrote a letter to Seth to buy land that he expected to get many to pay for the land then afterwards I understood that the old man Sharp had failed in getting many and that was the reason that Seth Sharp & Thurston rescinded the contract

Question by same

~~Did~~ What property did Seth Sharp have in possession during that Spring.

~~Answer~~ by same he had a waggon and sorrel mare he had other property in possession ~~I cannot say~~ four colts and horses he took the waggon & sorrel mare a way with him

Question by same

Do you know Lederal Ford

Answer by same yes

Question by same

do you know whether David Thurston and paid Ford on funeras or enemies

Answer by same they have been at enemies for some time

Question by same

have you the means of knowing said Fords character for truth. & if so, what is it

Answer by same I have he is not

counted an man of truth in a general way in the neighbour hood

Question by same

From your Knowledge of his Character would you believe him when under oath in a case where he had either prejudice or feeling

Answer by same I should not

Question by Plaintiff when the Sharps left of this County did they leave in the Night or Day time

Answer by same witness I Dont Know

Question by same what was the report in the neighbourhood concerning their leaving

Answer by same the first time i dont no any thing about they came back some one of them i under stood they Left them in the Knight

Question by same — what did you give Sharp for the mare

Answer by same I traded him a watch for one thing and a note on some one i dont know who nor what amount

Question by same when Sharp got the mare back did you and him make a formal contract or did Sharp go and take the mare and afterwards give you back the property

Answer by same the mare was running in the woods when i trade for ~~the~~ her I took about ten days to find the mare in if I did not get her in that time Sharp was to give me back the property me and Seth Sharp both hunted for the mare two or three times and could not find her I then took back the property that i let Sharp have he afterwards said that he got the mare down where he got her from i after words saw the mare in Sharps possession

Question by same - how long after this transaction was it that Sharp left your settlement

Answer by same I cannot tell

question - by same - what was the nature of difficulty between Ford & Thurston

Answer by same Ford got mad at David Thurston about a trial James Thurston & said Ford had

And further this Deponent saith not. William Dickson

Also John Raymond of the county of Union of lawful age being first duly sworn by me as here after certified says

Question by Defendant

Do know Federal Ford by sight have

excepted to

Deposition of William Anderson & John Raymond

Taken in a cause pending in the Supreme Court of Union County Ohio wherein Ranson Clark is Plantiff and David Thurston & Seth Sharp are Defendant in pursuance of the notice here to attached and at the time and place therein mentioned

Both parties present

William Anderson of the County of Union of lawful age being first duly sworn by me as here after certified Deposes and says that about the last of April or the first of May in the year 1839 Seth Sharp came over to the mill and offered to sell me a sorrel mare and I ~~told~~ asked him if it warent the mare he traded David Thurston for land ~~Seth Sharp~~ he sayed that Thurston had nothing to do with the property I toled Seth then that I wanted to be certain about it if i bought the mare I also toled Sharp that if I could see Thurston or if they would both come over to the mill and if Thurston would say that he had nothing to do with the property that I would buy the mare they both then come over to the mill they both told me that they had ~~disanulled~~ Recinded the contract and that Sharp had taken back the horses & Thurston the Land I then bought the mare of Sharp

I James Turner a Justice of the peace in and for Paris Township Union County Ohio do hereby certify that the within named William Anderson were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice in testimony whereof I have hereunto set my hand this 13th day of August A D 1840

Justices cost 0.35 James Turner J P

witness fee 0.25

Defendant will take notice that Complt will object to the reading of this deposition on the hearing of this case because 1st it is incompetent being no more than the conversation of defendants

2nd the time of service was insufficient

3rd it is not certified that the witness was sworn to give evidence in this case. by W. C. Lawrence atty for Pltff

This is forwarded as Anderson's testimony in the Dep. matter (T.)

Deposition of a witness taken in a cause pending in the Supreme Court of Union County & State of Ohio in Chancery wherein Ransom Clark is Plaintiff & Seth Sharp & David Thurston are Defendants in pursuance of the notice hereto attached & at the time & place therein mentioned. David Thurston one of the Defendants being present pltff not present.

Wm Anderson of lawful age being first duly sworn by me as hereinafter certified deposes & says. that about the first of May 1839 that he ~~asked Thurston that evening a letter he had~~ was in company with Seth Sharp and David Thurston and he offered to sell him a mare But ~~I asked Thurston if he had any thing to do with the mare~~ I knew that Thurston had sold his land to Sharps horses before that time and I asked them if Thurston had any interest in the horses Sharp said that Thurston hadent any thing to do with the mare and Thurston also toled me the same they Both toled me that the contract was recinded and Sharp had taken Back the horses and Thurston the land for which the horses was sold they said the reason why the contract was recinded was that Sharps father had written to him that he could not get the money to make the payments for the land and further this deponent saith not

William Anderson

Depositions of
John Raymond &
Wm McBaughn
et. al.

K.

Filed June 17th 1861
Geo. W. Lincoln Clk

James M. Lin. Lincoln as the
Chief Justice of the Court
of Queen's Bench Depositions to be
taken in a cause pending wherein
Francis Lord is plaintiff
and Alexander & Lord defendants

Opened June 27. 1861 on request
of McLean

Jas W. Lincoln Clk

as to honesty. good or bad. answer about as good as men in general. ~~further this~~ Question by Plff Did you know Jabez Proctor or John Smith that ran away from your settlement if so what was the report concerning Thurston aiding either of them in getting away by hauling or by taking assignment of property answer I knew the men but do not recollect the reports you speak of. and further this Deponent Deposeth not. Elisam Shirk

Jonas Shirk of Lawful age first being duly sworn by the under signed. Deposeth and saith that he has been acquainted with David Thurston for term of eight year Question by D. Thurston what is my general reputation as to honesty. is it good or bad. answer. I believe it is about as good as men in general and further this Deponent Deposeth not. Jonas Shirk

James J. Wheeler ~~Wheeler~~ of Lawful first being duly sworn by the under signed Deposeth and saith that he has been acquainted with David Thurston for about two and a half years. ~~Question~~ by Defendant what is my general reputation at to honesty is it good or bad answer. I think it is about as good as men in general. and further this Deponent Deposeth not

James J. Wheeler

Lestion by same, do you know of David Thurston having been elected Constable in Liberty Township two years in succession answer. I do. Lestion by same have the people of this Township generally good confidence in him as an officer answer. I suppose they have
Question by Plff have yall ever known a Man by the name of John Smith that report says he ran away with his family this settlement if so what did the general report say that Thurston the Defendant to in his geting away. answer I know John Smith but do not know of having heard of David Thurston helping him away Question by same Did you know John Proctor if so Did report charge Thurston with taking an Assignment of his property at the time he ran away answer I was acquainted with Proctor but do not recollect of the assignment or hearing of it. and further this Deponent Deposeth not

W. M. Boughan

Hiram Flick of Lawful age first being duly sworn according to Law by the under signed.
Deposeth and saith that he ~~has been~~ has been acquainted with David Thurston about seven or eight years
Lestion by D. Thurston how is my general reputation

Depositions of witnesses Taken by David Thurston at the time and place designated in the enclosed notice to be used in the Supreme Court of Union Co in a cause pending wherein Ransom Clark is plaintiff and David Thurston & Seth Sharp are Defendants. as aforesaid

John Raymond upon by said parties of the above action of lawful age being duly sworn by me the undersigned Deposeth and saith that he is acquainted with David Thurston.

Question by Defendant. how long have you been acquainted with Defendant. answer. near three years.

Question by same. how far have you lived from me in the time. answer. about thirty five rods

Question by same. what is my general reputation as to honesty ~~truth and~~ good or bad. answer I think as good as men in general.

Question by same. do you know of David Thurston and Hezekiah Davis for being at enmity. answer yes

Further this Deponent Deposeth not

John Raymond

William M Baughan of lawful age first being duly sworn according to law by the undersigned Deposeth and saith that he is acquainted with David Thurston

Question by David Thurston. how long have you been acquainted with him. answer five or six years

Question by same what is my general reputation for honesty good or bad. answer about as good as men in general.

Question by same. do you know of ~~any~~ David Thurston and Hezekiah Davis for being at enmity yes I believe I do

A. F. Hutchinson of lawful age first being duly sworn according to law Deposeth and saith that he has been acquainted with David Thurston for two years
Lestion what is his general reputation as to honesty is it good or bad answer it is as good as people in general. and further this Deponent Deposeth not

A. F. Hutchinson

~~I do hereby certify that the foregoing Depositions were reduced to writing by me as in the inclosed pen pencil under my hand and seal this 8th day of June 1866~~ ~~Joshua Judy JP~~

Costs not Paid
five witness each 50 cts
$ 2-50
fees .80

Coast per one subp J. J. Joshua Judy a Justice of the peace for the Township of Liberty County of Union & State of Ohio do hereby certify that the above named John Raymond Wm M Bangan Hiram Shirk James Shirk S Wheeler and A F Hutchinson were first by me duly sworn to testify the truth the whole truth & nothing but the truth and that the foregoing depositions by them respectively subscribed were by me reduced to writing and were taken at the time mentioned in the written notice both parties being present In testimony whereof I have hereunto set my hand

Joshua Judy JP

Depositions of John R. Benson & Jeremiah Baughman

(L.)

Defts Depositions of Baughman Benson & Danforth

Filed June 18 1860
James H. Fitz Clk

Filed June 25. 1860 & requested by Mr. Lawrence for the Defendants

James H. Fitz Clerk of the Court of Union County

Depositions taken by Defendant to be used in a certain Chancery Cause in which Plaintiffs are Seth Sharp and David Thornton defendants

S. P. Bennett
Chancery

Question by same
What do you suppose the property was worth at that time
Ans one hundred and forty Dollars
Question by plaintiff
did David Thurston live in the House with Sharp in the Spring of 1839
Ans. I believe he did
Question by Defendant
did Seth Sharp claim the property you speak of
Ans. I Expect he owned the Bay horse for he offered to trade him to me he also Claimed the Rest
Question by plaintiff
What time did Sharp ~~own the property~~ ~~Ans.~~ offer to trade the horse to you
Ans. Some time in the months of April and frequently after words and further this deponent deposeth not

Jeremiah Baughan

I Joshua Judy a justice of the peace in and for the Township of Liberty in the County of Union Ohio State do hereby certify that the above named David Danforth John R Benson and Jeremiah Baughan were by me first duly Sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Depositions by them Respectively Subscribed were reduced to writing me and were taken at the time and place specified in the inclosed notice In testimony whereof I have hereunto set my hand this 16th day of June A D 1840 signed

Justices Cost 3 depositions { Joshua Judy J. P.

$1,12½
20
1,50

subpoenas
witnesses fees

1 Also John R Burson of the County of Union and of Lawful age being first duly sworn as hereafter certified deposes and says,

Question by Defendants

Have you any knowledge of the 111 Acres of Land spoken of by the first witness J. Dougherty

Ans. I have

Question by same

What was that Land worth per Acre in the Spring of 1839

Ans. I suppose four Dollars or four fifty cents and further this Deponent Deposeth no

John R. Burson

Also Jeremiah Boughan of the County of Union and of Lawful age being first duly sworn according to Law as hereafter certified deposes and says

Question by Defendants

Was you acquainted with Seth Sharp in the Spring of 1839

Answer. I was he lived in this house at that time

Question by same

What property was he in possession of at that time

Ans he had a fanning Mill and some Horses one a small Bay horse one a Some Mare and a Sorrel colt and a Bay colt and one Waggon

Question by same

At what time did you see this property about there.

Ans I saw it last in June 1839 and frequently before that time

Opened at the request of
P. Z. Cole May 11th 1840
Sa. W. Lee Clk

Filed May 11th 1840
Sa. W. Lee. Clk.

To the Clerk of the Court of
Common pleas of Union County
Ohio. Depositions taken by
defendant in a cause wherein
Ransom Clark is plaintiff and
Seth Sharp & David Thurston are
Defendants

Dep'ts Depositions

Depositions of
Aroh Gleason, et. al.

(M.)

Depositions of Witnesses taken in a cause pending in the Court of Common pleas of Union County Ohio wherein Ranson Clark is plaintiff and Seth Sharp and David Thurston are defendants in pursuance of the notice herein closed and at the time and place therein mentioned

Anak Gleason of the County of Union Ohio of Lawful being first duly sworn by me as hereafter certified deposes and says. ~~That~~

Question by Defendant

How long before A. Dorrow Signed the Title Bond as Witness did you hear me say I had sold my land to Seth Sharp, Ans I suppose it was some days before

and further this Deponent Deposeth not

Anak Gleason

Also William Herd senr of Union County and of Lawful age being first duly sworn as hereafter certified deposes and Says

That.

Justioned by Defendant

do you know what time in the month of April AD 1839 ~~was~~ the protracted Meeting was held at Esqr Herds

ans, to the best of my Recollection it was on the second sunday in April

and further this Deponent Deposes not

William Herd

also Mary Herd of Union County and of lawful age being first duly as hereafter certified Deposes and Says

Question. by Defendant

do you Know what time in the Month of April AD 1839 ~~was~~ the protracted Meeting was held at Esqr Herds.

answer, I Believe to the best of my Recollection on the second sunday and Saturday before

and further this Deponent Deposeth not

Mary Herd

also Maria Dorrow of Union County and of Lawful age being first duly Sworn as hereafter certified Deposes and Says

Question, by Defendant

do you know what time in the Month of April AD 1839 the protracted Meeting was held at Esqr Herd's

answer:. It was on the Thirteenth & Fourteenth days of April

and Further this Deponent Deposeth not

Mariah Dorrow

I Joshua Judy a justice of the peace in and for the Township of Liberty in the County of Union Ohio do hereby certify that the herein named Arah Gleason William Herd Mary Herd and Mariah Dorrow were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice. In testimony whereof I have hereunto set my hand this 8th day of May AD 1840

Joshua Judy J. P.

Justices Cost

Subpoena 28 cts

Swearing wit 16

Deposition 50

witnesses fees $2,00

Depositions of
A. Hall et. al.

N.

Depositions of Witnesses taken in a cause Pending in the Supreme Court of Union County Ohio wherein Ransom Clark is Plantiff and David Thurston & Seth Sharp are Defendants in pursuance of the notice hereto attached and at the time and place there in mentioned

Augustus Hall of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes and says. That he had charge of the collection of a judgment against Peter Sharp, had execution issued which was levied as deponant understood upon a windmill then at the house of David Thurston and perhaps in Thurston possession. Sharps had occupied the house until a short time previous to the time I understood the levy was made, deponant understood that Thurston became security to the Constable for the delivery of the Mill on the day of sale or when demanded. that on the day of sale Thurston was absent from home & the mill was not delivered. I then informed Thurston that I should indeavour to make the whole amount of the debt ~~which~~ from him on account of his neglecting to deliver the mill he seemed to think he would be so liable & since the mill would have been delivered if he had been at home and thought it hard that he should be made liable for the whole amount. I then proposed a compromise by which he executed a promissory note for 7$ or $7.50 and delivered the mill to the constable who afterwards sold it upon a vendi as deponant believes. Deponant thinks that no other property was found by the constable to satisfy said judgt and that the ballance after deducting the price for which the mill sold remains unpaid. ~~The~~

Crossexamined,

The judgt I believe was in favour of ~~Bowyer~~ & Bowyer for the sum of some where between twenty & thirty

dollars. perhaps twenty four or five besides costs
A. Hall

Jeremiah Baughan of the county of Union
of Lawfull age being first duly Sworn by me as
here after certified Deposes and Sand says that
he was acting as constable when the windmill was
Levied upon in favor of Bowser & Story Thurston
and Sharps at that time all lived in one house
Thurston did not claim the wind mill when I levied
upon it
Cross Examined
the property was turned out by the Sharps
to the best of my Recollection the levy was made on
the 21st day of June 1839 the Sharps moved off
on the night of the 21" or 22. of June 1839
there was one horse in the yard at the time i
made the Levy the old man toled me it was
Seth Sharps horse along in the Spring of 1839
I saw A Seth Sharp use three or four horses there
was also three or four coults about there there was a
waggon there that was called Seth Sharps by the
folks around Seth Sharp offered to trade
me horses divers times along in the Spring of 1839
Recrossexamined
A I dont know whether Seth Sharp owned horses
more than that he offered to trade then some
he had then in his possession and used them as
his own the character of the Sharp family
for truth & Honesty was not considered very good

they were alwas honest with me
the carsector of David Thurston at that time
was as good as common I dont know that
I ever heard amen say that Peter Sharps was
an Honest man further this deponat saith not
~~Cross examined the 24 time~~ Jeremiah Boughen

Silas G. Strong of the County of Union of lawful
age being first duly Sworn by me as hereafter
certified deposes and says. Question by Compt.
have you the means of knowing the reputation
of the Sharps and Thurston Defts if so please
state what it was for honesty?
Answer
I have had some means of knowing the char
acter of the Difendants — ~~Particularly that of Peter~~
& only however by common fame which has been
that in business Transactions — they are called
rather trickey by the people of Liberty Township
in this county —
ques by Deft. How far do you live from
the Deft Thurston and what number of
persons have you heard give Thurston a
bad character
Answer about Ten or Eleven miles — as to the No
of Persons. I cannot say what No or who in par
ticular but only that I have heard some of
his Neighbones say he was rather trickey —
By Compt. How long have you known him person
ally and by reputation and did you ever hear anyone say he
was honest? Answer I have had some personal
acquaintance & Dealing sometime about five years since
I [illegible] not recollect of hearing any person say

that he was Honest - but so far as he dealt with me I know of no reason why I should complain of his dishonesty

From ~~all~~ your knowledge of his character ~~reputation~~ would think it worse than men in general

Answer

I know Nothing of his Character but as above stated I have heard some said about his being Trickey in his business than I have of the Generality ~~of the people of Lebanly Township~~

On the whole I would Not think his Character quite as fair as the Generality of men

Silas G Strong

Thomas F Woods of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes on oath

Question by Complainant have you the means of knowing the reputation of the Sharps & Thurston Defts if so please state what it was for Honesty

as to the Sharps I have herd people say that the Sharps were rather trickey in their deal I never had any deal with them my self and therefore I doe not know personally anny thing about the as for Thurston I do not know that I ever herd anny person say that he was honest or dishonest in his deal

question by Deft How long have you been acquainted with Thurston

I have had a slight aquaintence with him for about six years

T. F Woods

Stephen McLain of the County of Union
of Lawful age being first duly sworn by me
as here after certified deposes and says
Question by Complainant have you the means
of knowing the Reputation of the Sharps & Thurston Defts
if so please state what it was for ~~Honesty~~.
The character of the Sharps I consider very
bad. I have heard nothing against the
honest character of Thurston.
- question by Deft How long have you
known Thurston & From your knowledge of
his ~~Thurstons~~ character would you say that it
was as good as men is in general
I have known him five or six years and
would say that from what I know or have
heard his character for honesty is about
on a par with men in his circumstances.
& further this deponent says it not
Stephen McLain

Jeremiah Bangum being recalled by
Defendant says
question by Deft
How long have you known
David Thurston. How far do you live
from him - and does he not now hold
any office has he not held for the two last years
the office of Constable in the Township of Liberty
Answer I have known him about eight years
at this time i live about two & a half miles from
him he does at this time and did the last year
hold the office of constable in Liberty township
question by same Is there a ~~good deal~~ much
business to do in that office there

And does said Thurston enjoy the confidence of the people as an officer.
answer by saw
there is a good deal of business for a constable in that township I presume that David Thurston enjoys the confidence of the people as an officer further this deponent saith not

Jeremiah Baughman

I James Turner a Justice of the Peace in and for the Township of Paris in the County of Union & State of Ohio do hereby certify that the above named A. Hall Jeremiah Baughman Silas G Strong Thomas H Woods & Stephen McLain were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and by the witness themselves and were taken at the time and place specified in the inclosed notice In testimony whereof I have hereunto set my hand this 15th Day of June A.D. 1842

James Turner JP

Cost Bill

Justices cost	$1.66
Cost fee T Woods	87½
Wits A. Hall	50
J Baughman	50
S. G Strong	25
T. H. Woods	25
S McLain	25
	$4.28½

Comp^l Deposition
William Herod
and Bennett.

Semell Cy. Hartshorn
et. al.
Depositions. [illegible] Plaintiff attorney
June 18. 1841.
Jas. Wilson Clerk

Filed June 14. 1841
Jas. Wilson Clerk

To the Clerk of the Supreme Court
of Union County Ohio

Depositions in the Case of
Ransom Clark
vs
Sharp & D Thurston

Opened at request of [illegible]

Cy Depositions

I understood it was still in Existence
by his talk

Question by Defts atty
did Thurston say so
Answer he did not say them words but by his talk I understood it to be so

Barnet Bennet

I ~~the~~ Are
I E W Inskeep a justice of the peace in and for the township of Liberty in the County of Union Ohio do hereby certify that the above named Sewell G Hartshorn Windthrop Chandler Lideral Ford William Herd Barnet Bennet were by me first duly sworn to testify the truth the whole truth and nothing but the truth, and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice
In testimony whereof I have hereunto set my hand this 12th day of June AD 1841

E W Inskeep J P

Justice Inskeep Costs taking Depositions	$1,19
Swearing Witness	20
Justice J Herd issuing subpoena	36½
Witness fees	2,50

Also at the same time and place Edward Instreep J.P. sworn to his testimony by agreement of Parties by Squire Ford

Please state if you had conversation with Thinston relating to his having had Sharp's property if so what was it

Depositions ~~taken~~ of Witnesses taken in a cause pending in the Supreme Court of Union County, Ohio, Sitting as a Court of Chancery Wherein Ranson Clark is Plaintiff and Seth Sharp & David Thurston are Defendants in pursuance of the Notice hereto attached and at the time and place therein mentioned Plaintiff present Defendant not present Sewell G Hardson of the County of Union of lawful age being first duly sworn by me as herein after ~~stated~~ certified deposes and says

Question by plaintiff did you live near David Thurston in the spring of 1839 Answer yes

Question did you know of Seth Sharp having more than three work horses in that spring ~~have~~

Answer No

Question at what time was the protracted Meeting at James Hezels

Answer on the twentyeth and twenty first ~~Day~~ of April Eighteen hundred and thirty nigh I have Record of the time

And further this deponent saith not

Sewell G Hartshorn

Also Winthrop Chandler of same county and of lawful age being ~~of~~ first duly sworn as hereafter certified deposes and says

Question by plaintiff did you live in the Neighborhood of Sharp and David Thurston in the Spring of Eighteen hundred and thirty nigh

Answer yes

Question

Carried over

Brought over

Did you no of Seth Sharp having more than three work horses in said spring
Answer No
Question at what time was the protracted meeting at James Herds
Answer About or the twentyeth and twenty first days of April in Eighteen hundred and thirty nign as I have a Record made at the time and further this Deponent saith not

Winthrop Chandler

Also Federal Ford of said County and of lawful age being first duly sworn as hereafty certified deposes and says that between the first and fifteenth ~~Question by plaintiff~~ of January 1840 Davies Thiston came to my Smithshop and brought a gun which he offered to trade which he said he got of Sharp and further said he would not of Smuggled the property of Sharp as he did had not Clark acted the Rascal or the Devil ~~as he did~~ and from the manner he spoke and circumstance I understood it to be Hanson Clark and further this Deponent saith not
The Defendants attorney present. Federal Ford
Also William Herd of said County and of lawful age being first duly sworn as here after certified deposes and says Question by Plaintiff
what property had Seth Sharp except what was given to Thurston, subject to execution to pay debts?
Answer I do not know of any. They had ~~Except~~ one Waggon and three horses which each party used ~~and each party claimed~~ used sometimes one and sometimes the other By same were the Horses work horses and had Sharp any other waggon Answer

Question what time was the colts delivered
Answer Between the first and fifteenth of May 1839
Question by Same
what was the Statement of Thurston to Sharp concerning a Tree that he had reserved upon the land that he Thurston had sold to Sharp
Answer he asked me how long a shingle of tree it would take to cover a certain sized House that he was a going to build after I shaved him the size he turned to Smith Sharp and said it was about the size of a tree that he had reserved in his sale of land to seth Sharp
Question what time did this transpire
Answer according to the best of my Recollection it was between the first and middle of June 1839
question by Defts atty
What means have you of knowing the exact date of the delivery of said property
Answer concerning the squire & three say ing they were a going to fech them down ~~and~~ a Trial ~~to that~~ was about to take place the next day which the squire says was the eleventh of May 1839
question by same
- Do you know what state of feeling now and has existed between Lidical Ford & David Thurston for the last 6 months
Answer I have understood that it was not verry good but ~~have~~ never heard either party say anything about it. Q. By Pltff in the conversation above related respecting the tree what did Thurston say with refrence to the contract of sale to Seth Sharp? as to its still being in existence?

Answer two of them were and the other was big enough and old enough and but one waggon as I know of.

Question By Deft atty.

- Where was the above property kept during that Spring, and was it kept concealed or public

Answer some times in the commons and some times in the waggon and I never seen them out of the County but commonly about the premises where Sharp and Thirston lived

Question By same. Do you know whether Peter Sharp had any other property subject to Execution at that time

Answer I do not. and this Deponent saith not

William Hard

Also Barnt Bennt of said County and of lawful age. being first duly sworn as here after certified deposes and says

Question By ~~defendant~~ plaintiff what do you know about the trade between Sharp and Thirston in the spring of Eighteen hundred and thirty nign

Answer I do know that I was called on as a witness to the ~~contract~~ delivery of three two ~~three~~ year old colts from Sharp to Thirston two of them were present and a boy was sent for the third. They were delivered on a contract of Land

Question did you know wether Sharp had any other property than three horses three colts and a waggon in that spring

Answer none other to my knowedg

Question what was that property worth

Answer I should think about two hundred Dollars

Carried over

The plaintiff will take Notice. That Defendant will object to having the within Depositions read in Evidence in this Case

1st Because they were not taken in time

2d Because the person before whom they were taken has not affixed his seal to his Name

June 22 1841

J P Blood Atty for Deft

Fees of Witnesses in the within examination.

Richard Lady — — — $0.75

Thomas F. Woods — — 0.75

The fee of Thos. F. Wood paid by Compl^t in my presence, May 19th 1843.

Otway Curry, Special Master in Chy.

Depositions of Richard Lady & Thos. F. Woods.

by agreement of parties.

Depositions taken in a suit in Chancery, pending in the Supreme Court of Union County, Ohio, in which Ransom Clark is Complainant and David Thurston and Seth Sharp are defendants. — Said depositions being taken before Otway Curry, a Special Master appointed by said Court, to whom said Cause stands referred.

Richard Judy, being first duly sworn, according to law, deposed as follows.

Question by Complt Did you have any conversation with David Thurston in 1839 concerning his selling Seth Sharp a lot of Land and receiving Stock in payment if so what was that conversation

Answer. I had a Conversation with Mr Thurston. He went with me in my waggon, to the crossing of Darby, on the London road, & then left me. During the time when he was with me, he said he had sold Seth Sharp a piece of land, and had received one payment in property, and was to receive $400.00 on the 15th of October following, at which time ~~Seth Sharp~~ he was to make him a deed for said land — I told him it was not a fair sale — that he was only taking Sharp's property to save it from ~~the~~ other debts ~~creditors~~. He replied that it was a fair sale, I would see it.

Question By Complainant. At what time did this Conversation occur?

Answer. It was on Monday, between the 10th and 15th of May 1839, which, by reference to the almanac for that year, was the 13th day of said month.

Question by Complainant. When ~~said~~ Thurston left you, as stated above, What was the time of day? What was his business? And how far was he from home?

Answer. He left me some time in the afternoon. He said he was hunting for a lost horse, & he went down the Creek for that purpose. He was fifteen miles distant from home.

questions by Defts

– Where did you Come into Company with Thurston on that day, to what place did he say he was going for the horse, – And did you go to Columbus more than once ~~going~~ during that month.

Answer. I fell into Company with him at my brother Jeffe's about 8 miles above ~~Maysville~~, on Mill Creek. He said when he left me, as afor-said, that he was going about a mile further down the Creek. I cannot remember what what place, he said he was going to. I went to Columbus only Once during that Month. I went there only once during the spring of 1839

– question by same. About that time did you know of Seth Sharp being in possion of property to wit. horses wagons &c

Answer. He was in possession of horses and waggon, on or about the first of May, which he claimed as his own. He offered to trade a mare to me about that time. I do not know whether it was the same property or not.

Question by Compl.t — From what circumstances do you recollect the specific time when you went to Columbus?

Answer. I finished planting my Corn on the 10.th day

of May 1839, and I started to Columbus on the next Monday.

Ques. by same. What gave rise to the Conversation spoken of in your first answer above?

Answer = Thurston begun it by proposing to trade to me some Colts which he said he had received in part payment for the said land which he had sold to said Sharp.

Ques. by Same. Did not Thurston & Sharp sometimes struggle property by Claiming it alternately, according to circumstances?

Answer. = They did? Sometimes one offered to trade property, and sometimes the other.

question by Deft.

Do you pretend to positively say that they struggled each other property - or do you only judge from the fact that both of them offered the same property for sale at different times?

Answer. I so judge from the fact of their so offering the property for sale?

R L Judy

Sworn to & subscribed before me this 19th day of May 1843.

Otway Curry, Special Master.

Also, at the same time, Thomas J. Woods, being first duly sworn, deposes and says

questions by Deft.

- Did you see Richard L Judy in the month of January 1839. going to Columbus. and David Thurston with him. - If so tell where, and when.

Answer = I met them on the road between Marysville and Newton = To the best of my recollection it was on the 7th day of May. I so recollect it because my boy's arm was broken & was set by Dr. Ross who Charged me with a fee for setting it on the 5th day of May. The next day I remained at home, & went up the Creek the next day after that, & then met Mr. Judy, as aforesaid.

Ques. by Compl.t = Was it on Sunday the boy's arm was broken?

Answer. It was not on Sunday. Thomas J Woods

Sworn to and subscribed before me, This 19th day of May A. D. 1843. Otway Curry, Special Master.

I do hereby certify that the above named Richard Judy & Thomas J. Woods were duly sworn before me this 19th day of May 1843 to answer and say the truth the whole truth & nothing but the truth in answer to the foregoing interrogatories in the case mentioned in the Caption hereof: and they did then answer as aforesaid, and their answers were then written down by me, & were subscribed by them.

Otway Curry Special Master Commissioner in Chancery.

Question by Deft
did Seth Sherb explain how the mistake cone in entering the horse Ans, he did not
Question by Complainant
what question did you put to him about his taxable property
Ans— I asked him what horse creatures and cattle he had on the first of March that would be three years old on the first of June

Thomas H Woods

Sworn to and subscribed before me a Justice of the peace in and for union County Paris township June 25th 1840
James Turner J P

Justices cost	$0.37½
Const cost	0 15
witnes fee	0,, 50

State
vs
Thomas Woods
Filed June 26. 1840
James Turner Clerk

Deposition of Thomas J Woods
taken in a cause pending in the
Supreme court where in
Ramsey Clark is Plantiff and
David Thurston & Sett Sharp is
defendents ~~in pursuance of the notice~~
~~hereto attached about the time~~
~~and place therein mentioned~~
~~Both parties~~

Taken by consent of parties
Question by Deff
were you assessor in Union Co
the year 1839 Answer I was
i assessed three horse beasts for sett
Sharp on the 8th day of May 1839
—

Question by Plantiff
what did sett sharp say
about the property when he
gave it in Answer he asked me
if i had seen Thurston i toled him
i had he then asked me how many horse
beasts Thurston gave in i toled him two
he toled me to scratch off one and put
it to him ~~Question by same~~ for he
Sharp had given it in
Question did he go away in the daytime
or Knight Answer he went
through Marysville on sabath day
with two waggons loaded with logs
in company with his father
Question, in whose family did he always
live in in his fathers as far as i know

Ranson Clark
vs
David Thurston &
Seth Sharp

in Supreme Court
of Union County Ohio

The Defendants will take notice that the Plaintiff will take Depositions to be read in evidence on the trial of the above case, at the Office of James Turner Esq in the Town of Marysville Said County on the 15 day of this June between the hours of Six o'clock A.M. and nine o'clock P.M of said day

Marysville June 13th 1842

R Clark Plaintiff

R. Judy's
Deposition
Clark
vs
Shenk and
Thurston

Compt deposition
R. Judy's

H.

R. Clark
vs } Deposition
J. Sharp & D. Thurson
Filed May 19th 1840
Nat. H. Gill Clk

The state of ohio union County ss
Ransom. Clark
vs
Seth Shank & David thurston
In Chancery union County common pleas
personally appeared before me the subscriber a justice of the peace in and for union County ohio at my office on the 25th day of April 1840 between the hours of six oclock A.M. & nine P.M. ~~and~~ Richard L. Judy who being sworn as the law directs deposeth and saith
that between the 10th & 15th of May 1839 David thurston told him on the Road from Marysville to Columbus that he had sold a lot of land on the Sulevant Land so Called to seth shank for which he ~~dued~~ received a payment in young stock and was to receive four hundred dollars more on the fifteenth day of the next october at which time thurston was to make Shank a general Warrentee deed
deponent further states that he told thurston that ~~the bargain~~ he believed the bargain was a sham to keep Shanks property from his creditor but thurston declared it was a good sail and he would see it so
Question by plantiff
What do you think the land to be worth per acre
Answer two dollars & fifty cents
and further this deponent saith not

Richard L. Judy

Sworn to and subscribed before me
William B. Irwin justice of the peace

Witness fees $1.00.50
justice fees sworn & entering 04
35 miles 35

Service accepted June 18th 1841

P Bloole Atty for Deft

Ransom Clark
vs
Seth Sharp & David Thurston } Suit pending in Supreme Court Union County Ohio — the Defendant will take notice that the Plaintiff will take Depositions (to be read in evidence on the trial of the above named cause) in this case at the house of Edward Inskeep in Liberty Township in said County before some competent authority on the twenty first day of this June between the hours of six and eight in forenoon and nine and eleven in the evening

June 18th 1841

R Clark

David Thurston & ac
vs } notice to
} take Dep

Ransom Clark

I acknowledge service on the within
June 16th 1842 R, Clark

I will make no exceptions to the depositions taken at the school house
in the town of Newton Union Co June 17th 1842 in the within named
suit. before any legal authority , R, Clark, Plff

David Thurston & al } Supreme Court
as
Ransom Clark } Union County Ohio
} In Chancery

Depositions will be taken by Deft. in this case before David Danforth, a Justice of the Peace at his office in Liberty Township Union County Ohio. on Friday the 17th day of June Prest. 1842. between 6 A.M & nine P.M on said day.

June 15th 1842

David Thurston

Jacknowledge
service on the
within J. Bloodgood atty for pltff
June 9th 1841

Ransom Clark
vs
Seth Sharp &
David Thurston

Supreme Court of Union County, Ohio.

Depositions will be taken in this case, by the plaintiff at the house of James Heard, in Liberty Township, Union County Ohio, before some competent authority, on the 12th day of June A. D. 1841, between six o'clock A. M. and nine o'clock P. M.

June 9th 1841.

R Clark Plaintiff

Served August 12th 1840

R Clark

Ransom Clark
vs
Seth Sharp & David Thurston

Supreme Court Union County Ohio
In Chancery

Depositions will be taken in this case by the ~~[illegible]~~ Defendant at the office of James Farmer Esq in the Town of Marysville Union County and State of Ohio on the 13th day of August Inst. between Six A.M. and nine P.M. Before said Farmer of other complainant (Witness)

J. Hoole atty for

August 12th 1840

David Thurston

Served on me
May 8th 1840. at 8 o'clock A M
P B Cole atty for Deft

R Clark vs Seth G Sharp and David Thurston	Comm Pleas Union County Ohio In Chancery

Depositions will be taken in this Case by the Plaintiff at the House of Mr Cushman ~~in the~~ inn keeper in the Town of Woodstock in Champaign County Ohio on the 9th day of this month between the hours of eleven o'clock A M and nine o'clock P M of said day before I Johnson a Justice of the Peace or some other competant authority where the Defendant or his Attorney can attend and cross examine if he sees cause

May 8th 1840

R Clark

Served on me June 21st 1844
N Clark

Ransom Clark } In Supreme Court Union
David Thurston } County Ohio in Chancery
Seth Sharp }

Depositions will be taken in this Case by Defendant at the office of Edward W Inskip Esq in Liberty Township Union County and State of Ohio on the 23d day of June Instt between six A M & nine P M on said day June 20th 1841

David Thurston

Served on McMan
7th at 3/4 past 7 o'clock P.M.
1840 W. C. Lawrence Sol for Compt

R Clark
vs
Seth G Sharpe and
David Thurston

Com. Pleas Lucas
County Ohio
In Chancery

Depositions will be taken in this case by the Defendants at the house of A Barrow in the Town of Newtown County of Lucas & State of Ohio on the 8th day of May inst between the hours of Six A M & Nine P M Before a Judge a justice of the peace or some other person possessing competent authority

May 7th 1840

David Thurston

R Clark

I acknowledge service of the within Notice

P. B. Colcity for
David Thurston

Filed May 19th
1860
A. T. Lee

Ransom Clark
vs
Seth Sharp and
David Thurston

Union Common Pleas

In Chancery

Defendants or their Counsel will take notice that Depositions will be taken by Compt to be read in evidence on the trial of the above case ~~before~~ at the office of Mr B. Irwin a Justice of the peace of Union Township in and for the County of Union before him or other Competent authority on Saturday the twenty fifth day of April Inst between the Hours of Six A. M. and 9 P. M. when and where you can attend an xex amine if it seemeth good

R. Clark.

April 21. 1840

I acknowledge the service of the within notice

David Thurston

Ranson Clark } Suit pending in Chancery
Seth Sharp and } in Union County Ohio
Daniel Thurston } Court of Common Pleas

Defendants will take notice that the Depositions of James Herd and others will be taken ~~will be taken~~ by Pltff at the House of James Herd in Liberty Township in said County before some Competent authority on the Seventh ~~month~~ day of this present month between the hours of Ten o'clock in the forenoon and nine o'clock in the afternoon of said day to be read in evidence at the trial of the above case where you can attend and cross examine if you see cause

May 6th 1848 R Clark Pltff

I acknowledge
service
R Clark

Ransom Clark } Supreme Court of Union
vs } County, Ohio June Term 1840
Seth Sharp &
David Thurston } In Chancery

Depositions will be taken in this case by Dept at the house of David Thurston ~~[illegible]~~ in Liberty Township Union County & State of Ohio on the 16th day of June Inst. by Complainant authority from between six P M and nine P M June 12th 1840

David Thurston

Filed (A)

Union Com. Pleas

Ransom Clark

vs

Peter & Seth Sharp

Debt	$200.00
Costs	14.16
mit	95

Serv	55
Mil	50
	$10.55

Fees May 16. 1839

Geo H. Lee Clk

41
35
103
1.81

Received this writ May 15th 1839
No property found whereon to levy.

Jesse W. State Coroner

The State of Ohio, Union County, ss:
To the ~~Sheriff~~ Constable of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 25th day of April A. D. 1839 Ransom Clark Sheriff of Union Co recovered against Peter Sharp and Seth Sharp

as well the sum of Two hundred

dollars and cents, for his Debt ~~Damages~~, as the sum of $ 11. 16

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Peter Sharp and Seth Sharp

you cause to be made the damages and costs aforesaid, with interest thereon from the 25 day of April A. D. 1839, until paid. Also the sum of $ the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Ransom Clark

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

WITNESS JAMES H. GILL, Clerk of said Court,

at the Court-House aforesaid, this 4th

day of May A. D. 1839

TEST: Jas. H. Gill Clerk.

Hanson Clark vs David Thurston & Seth Sharp	In Illinois Supreme Court In Chancery On reference to Olney Curry as Special master Commissioner

The Complainant for himself & the Defendant David Thurston by his Solicitor P B Cole here by agree that the said Master shall take the deposition of Richard L Gudy of Champaign County Ohio touching the points embraced in the interrogatories and cross ~~questions~~ interrogatories furnished in writing to said Master by said parties this day and they do hereby waive all exceptions on account of Jurisdiction of said Master who is to swear said witness and they do also waive ~~the~~ Notice of the time and place of taking said Deposition

Signed this 18th day of May 1843

P B Cole Atty for Deft

R Clark Complt

Questions by Complainant

Did you have any conversa with David Thurston in the Spring of 1839 concerning his selling Land to Seth Sharp if so what was it and where was it - can you tell what day of the month it was - and what day of the week - where did you leave Thurston at what hour in the day - how far was he from home when you left him

Union Sup. Court

Filed June 4 1842

Jas. H. Gill Clerk

Ramon Clark } Supreme Court Union
Ath^y Sharp and } County C. In Chancery
David Thurston }

— The undersigned hereby agree. that the Depositions taken by the parties in this Case within less than ten days previous to the last Term of said Court — The same that were then objected to on that account shall go in evidence in said Case at the next Term

June 3^d 1842

Pro Cole Atty for
David Thurston
R Clark Plaintiff

And having thus fully answered he prays hence to be dismissed with his Costs &c

P Beale Sol for Deft

State of Ohio Union County ss

I David Thurston being duly sworn depose & say that all the matters & things which are stated in the foregoing answer are true in substance & in fact

David Thurston

Sworn to subscribed this 28th of October 1839 before me

Wm H. Frank J.P.

David Thurston
vs
Lawson Clark
Answer of Deft to
Filed Oct 25th 1839
James T. Cole Clerk

Recorded

But a short time after making said Contract. This deft says. said Sharp came to him & stated to that he had received a letter informing him (Sharp) he could not get. the money. with which he intended to discharge said Contract with deft. and said Sharp then requested deft to rescind. the same. which defendant agreed to do. in consequence of the expected failure to receive his money. when due. And then gave to said Sharp all the property he had got of him. on said Contract and rifled the title bond given by deft. to Sharp for said Land. a part of said property (to wit) three Colts, were afterward executed & sold. to discharge said judgement of Complainant. against Sharp This defendant utterly denies said Seth Sharp having any interest either legal or Equitable in said Land at this time or at the time Complainant filed his said bill. (For the said Contract. was rescinded & his title Bond destroyed prior. to the commencement of this suit)

This defendant denies. having fraudulently held said Sharps property as charged by Complainant. for he never claimed any other property. ~~fraudulently~~ ~~received by~~ Sharp except ~~what before~~ the aforementioned & he rightly bought. & gave full Consideration for. nor does this deft have any recollection of ever having a-trial of the right of property. against the Creditors of Sharp. - As this deft says he is not indebted to either of the Sharps nor was not. when Complainant filed his ~~bill~~ Bill on the contrary he says the said Sharps were then & still are indebted to him

And this defendant denies all fraud & Combination wherewith he stands charged.

David Thurston
ads } Union Com pleas July Term 1839
Ransom Clark } In Chancery

The separate answer of David Thurston one of the defendants to the bill of Ransom Clark Complainant against himself Peter Sharp & Seth Sharp

The said David Thurston now Comes & for answer to the complainants said bill says that on the 15th day of april A D 1839. the said Seth Sharp made & Executed to this defendant a deed for the six acres of land with the dwelling house on it. (the same that complainant charges in his Bill. that Seth Sharp owns an equity in. This defendant says that he honestly bought the said land & paid for it, what was estimated two hundred & ten dollars in horses wagon & harness
And this defendant denies the said Seth Sharp having any interest in said land either legal or Equitable. at this time or at the time Complainant filed his said Bill
This defendant says as to the one hundred & eleven acres of land (charged in complaint bill as belonging to Seth Sharp by purchase ~~that he the~~ This defendant made a contract with said Sharp for the sale of said land some when about the 18th day of april 1839 in which contract Sharp bound himself to pay defendant six dollars per acre & then did pay & deliver to deft three horses four two year old. Colts one wagon & harness which were estimated to be worth about two hundred & sixty dollars in part payment for the land. & bound himself to pay the balance in money. some time during the following summer or fall the exact time not remembered

Union Com Pleas

R. Clark
vs
David Thurston

Rep in Chancery

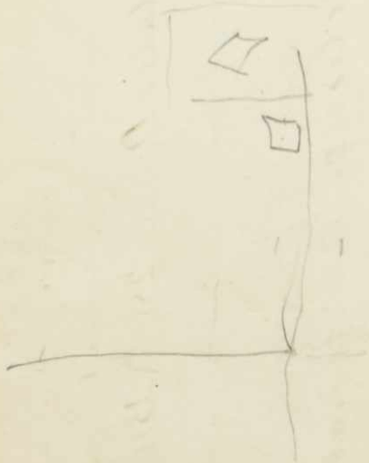
Recorded

Ranson Clark
vs
David Thurston et als } in Chancery

And the said Clark now comes and says that the matters and things set forth in his said bill are true in substance and in fact and that the matters and things set forth in the answer of the said David Thurston contrary thereto are untrue and this he is ready to make appear as by this court shall be directed By W C Lawrence his Sol

Brief

5-2,00



R. Clark vs Thurston & Sharp

The Bill Charges.

1st a Judgment at Law vs Seth & Peter Sharp for 200-

2 The issue of execution thereon and returned "No property"

3 the absence of Peter Sharp to parts unknown

4. that Seth Sharp was at that time ostensible owner of a large amount of property of Peter

5 that Seth had fraudulently with Thurston combined to prevent the payment of Complt Judgment.

6. That Defendants Sharp sold to Thurston all his real Estate and then returned the property received for the same for an equitable interest in lands not tangible at law to Thurston with like intent to defraud

7 That Thurston holds the property of ~~Thurston~~ Sharp without interest in the same to prevent payment of Complts Judgment at law. Judgment entered April 25. 1839

And Pays an account with said Thurston to be stated for the property by him held belonging to Sharps & General relief

The Answer denies nothing but the fraud

1 Admits Thurston bot the six acres and dwelling house of Thurston on the 15. day of April 1839. Valued at 210 $.

2 admits that about the 18. day of April 1839 Thurston sold to Sharp the 111. acres charged for 6. $. pr acre and that Defendant Thurston then received from Sharp 3. Horses 4 two year old colts 1 Waggon & Harness estimated at 260. $. in part payment thereof. and bound himself to pay the balance in the summer or fall

3rd That a short time after the making of the Contract he Thurston returned all the property he had got of Sharp on the Contract to Sharp at his request and recinded the Contract.

The Replication takes issue. & Proof shows

By Danforth it is proved that Thurston took the deed for the six acres of Seth on the 15. of April 1839 and that Sharp would not take a deed untill he made his deed to Thurston

Barnett shows that between the 6. & fifteenth of May Thurston was recieving property on the Contract for the 111. acres. and about the 1st June spoke of the contract for the land as existing

Herd shows that Thurston had one of the colts on the 11. May. 1839 and as a J.P. that Sharp had no other property except a farming mill which an execution would take. which was sold by a constable and the Judgment remains unsatisfied

Wm Herd shows that they used the property jointly during the reported time of the sale and he and Barnet & Chandler and others show that Sharp had no other property for an execution besides what went to and through Thurstons hands

R Indy shows that between the tenth and 15 of May Thurston spoke of the Contract as existing. And when witness told defendant that he believed the bargain a sham to keep Sharps property from his creditors deft said it was a good sale and he (witness) would see it so

J E Woods shows that Sharp went thro this place on Sunday. Danforth shows that he Sharps left about the last of May or first of June 1839

Ford shows that in January following Thurston still had a gun which got of Sharp and said to witness that he would not have smuggled Sharps property as he did if Clark had not acted the rascal or devil

The testimony of Indy and others show conclusively that the Contract for the 111. acres was not intended to be executed for its value being not to exceed 4. $. pr acre was made by the contract 6. $.

By Barnett. Too much pains to give notoriety to the delivery of the Colts

The Execution shows that before a levy could be made pltff followed Sharp to Madison Co and then could make but a part of the money

Judgment dated April 25. 1839

Compt relies on the General principles of Equity
The Bill makes a case
The answer does not meet the bill
And where charges are made not responsive they are not proved
That

Union Com Pleas

Ransom Clark
vs
Lettice Sharp & Davice Thurston

Serve — 45
Mil — 50
Copy — 30
1,35

Filed July 12. 1839
James H. Gillespie

Recorded

Served by delivering a copy to each Defendant May 15th 1839

Henry W. Stutt Constable

Served the within by delivering a copy May 1839

The State of Ohio Union County ss

To the Coroner of said County Greeting

We command you to summon Seth Sharp and David Thurston to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the 12th day of July next to answer the matters and things contained in a Bill in Chancery Exhibited against them by Ransom Clark and this they shall in no wise omit under the penalty of one thousand Dollars and have you there then this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 11th day of May A.D. 1839

James H. Gill Clk

Union Com Pleas

R. Clark
vs
Seth Sharp and
David Thurston

In Chancery
Filed May 14. 1839
James H. Gillett

for argument?

Recorded

to Justice and equity require and your
Orator prays &c
R Collamer
Sol for Plff

The rice issue a subpoena for defendants dec
ord to the Comm of the Com 5 to Collamer

To the Hon'ble Judges of the Court of Common pleas in and for the County of Union and State of Ohio.
When in Chancery sitting.

Humbly complaining Sheweth unto your Honors your Orator Ranson Clark a resident of of said County that heretofore and for years past Peter Sharp the Father and Seth Sharp the Son late both of the this County and the latter still were ostensibly the owners of a considerable amount of property. and while so became indebted to your Orator Jointly. That your orator at the last term of this court obtained a judgement against the said Sharps for the sum of two hundred dollars and a large amount of Costs (to wit) $.11.16. And that execution has been issued and no property found whereof to make over the costs of said Judgement. Your Orator would further shew that the said Peter Sharp has for some months last past been gone to parts unknown and left said Seth with his family in this County in possession and the professed owner of most of the property of the said Peter. But that the said Seth Sharp (whom your orator prays may be made defendant to this bill) wickedly contriving to defraud and cheat your orator out of his said Judgement has combined with one David Thurston (and whom your orator prays may be made a like defendant to this his bill) to cover up and conceal (in the absence of said Peter) all the property of the said Sharps and do under such arrangement prevent the payment of your orators just Judgement aforesaid, by any process in power of the law side of this Court and that the said defendants for the purpose of injuring and defrauding your Orator as aforesaid practice many unholy arts and such as are

Contrary to equity and good Conscience and as a part of this devices they said Seth invest in real property all the Money and property which they the said Sharpsos either of them owe and then neglects and omits to take a deed for the same and lives with and sells to and buys of the David Thurston as they the said Seth and David pretend Your Orator further Charges that Seth Sharps is the real owner of and has the entire equity in a large double and two story dwelling house and about six acres of land in and on which the said Defendants now reside in Sobey Township and near as adjacent to the Town of Newton in this County but the said David pretends he has Bot the same of the said Seth tho your believes for no other purpose than to deceive and defraud the Just Creditors of the said Seth, And further that the said Seth has a large interest by purchase of and payment on a piece or parcell of land (held as aforesaid with out deed) lying on the North side of Mill Creek and a part of Survey No. 5778- 5461- 5806- 6495 said interest covering the quantity of one hundred and eleven acres, but the precise bounds of which your orator cannot now give. And your Orator further Charges that in furtherance of the aforesaid wicked combination between the said Defendants said Seth has fraudulently sold and delivered to said David a large amount of personal property consisting in part of Horses, Cattle, hogs, Sheep, Wagons, plows, geers Harrows and household and kitchen furniture generally and holds the same on trial of the right of property against the Creditors of the said Seth,

And your Orator here charges that the said David has not paid the said Seth for said property or any part thereof but holds both the property and money to the great and manifest Injury of your Orator. And that the said David from this and other causes is largely indebted to said Sharp. And your Orator here further charges that the ~~these~~ and all the doings of the said Defendants in and about this matter are inequitous and unjust and tend to the Injury of your Orator in tender consideration whereof and in as much as the said Orator is without remedy on the law side of this Court and can alone be redressed thro the Chancery Jurisdiction of this Court where frauds are properly cognizable your Orator therefore prays that said defendants may be made to answer all and singular the charges and allegations of this his bill as particularly and specially as if here again interrogated and especially that they may say upon their oaths what interest the said Seth has or has had in the said premises above charged and that they may give a further and more definite description of the same and that the said David may be compelled to state how much and for what he justly owes said Sharpe and that he on final hearing may be compelled to pay the same to your Orator in discharge of his said Judgment, and that on final hearing the Interest of the said Sharp ~~[illegible]~~ in said premises may be subjected to sale and the proceeds thereof applied to discharge of said Judgment and that your Orator may have other and further relief in the premises

To the Clerk of the Court of Union

my fees for Subpoenaing for Witnesses 54 cts

for Swearing 11 Witnesses 44

for taken Depositions 1.11

$ 2.09

fees for Witnesses 5.50

Const. fees 1.50

Served on me June 4th 1841
R Clark Pltff

Ransom Clarke

Seth Sharp & David Thurston } Supreme Court
} Union County Ohio
} In Chancery

Depositions will be taken in this Case by Defts at the office of James Turner Esq in the Town of Marysville Union County and State of Ohio on the 17th day of June Instt between the hours of Six P.M. & nine P.M. on said day before said Turner or some other person having competent authority June 14th 1841

David A. Thurston

I acknowled the service of the
within June 15th 1842

I one of the Defendant to the within
named suit will take no exceptio
- ons to any depositions that may be
taken in the within case at the
School house in the Town of Nowlon
in Liberty Township this 27th Day of
June 1842 before any Legal Authority

David Thurston

Ranson Clark
vs
David Thurston &
Seth Sharp

Suit pending
in the Supreme
Court of Union County
State of Ohio

the Defendants will take notice
that the Plaintiff will Provide
to take depositions to be read
in evidence on the trial of the above
case) at the House of Hezekiah
Davis in Liberty Township Union
County on the 17th day of this
June between the hours of 6 in
the morning and nine in the evening
June 15th 1842

R. Clark Pltff

Ex: Docket P 321.

Ransom Clark

v

David Thurston et al

Debt	$88.22
Costs	94.20
Inc.	10.32
Writ	41

Service	$0.35
Mileage	05
Advertising	25
Poundage	$2.34
	$2,99

Printers fee 2-50

Wm M Robinson
Sheriff

Recorded

Advertised

Received this writ June 22nd 1846
Advertised the within described Real Estate in the Argus a paper published and in General Circulation in union County - for Sale on the 27th day of July A.D. 1846 - at the door of the Court house in said County between the Hours of 10 o'clock A.M. & 4 o'clock P.M -

July 27th 1846 - 1 o'clock P.M - I offered the above described real Estate for Sale at the door of the Court House in Marysville by public out Cry (it being previously advertised for more than 30 days) and sold the same to Joshua Judy for One Hundred & Seventeen Dollars, that Being More than the Two thirds of the appraised value thereof, and he Being the highest and Best Bidder therefor —

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of David Thurston et al. viz - 6 Acres of land Survey No 12472 beginning in the Centre of the State road, in the east line of a tract of land deeded by Mazy Vance to David Hanforth & from him to Seth Sharp, from thence in the Centre of the road Westerly 20 rods, from thence Southerly parallel with the East line of said tract which makes the mean width of said tract on a right line to be 17 rods & 8 links far enough to make 6 acres appraised at 28$ pr acre

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Ranson Clark the sum of Eighty eight dollars and Twenty two cents, for his damages, together with $94..20 for his costs, with interest thereon from the 26 day of June, A. D. 1843 until paid, which late in our said Court the said Ranson Clark recovered against the said David Thurston et al as of record is manifest. Also, $10.32 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Ranson Clark

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 22 day of June A. D. 1846.

John Cassil CLERK.

Clark

vs

Thurston et al } ~~Mortgage sale~~
Sheriff sale
Proof Publication

Filed July 29th 1846
John Cassil Clerk

State of Ohio Union County ss

P. B. Cole Publisher of the Argus a News Paper published and in general circulation in the County aforesaid makes oath that the Notice of Sheriff Sale of Land hereto attached by "Ransom Clark vs David Thruston et al," ~~in Union Com. Master Sale~~ was published in said Paper from June 24th 1846 to July 27th 1846 consecutively

P. B. Cole

Sworn to & subscribed this 29th day of July A D 1846 in open Court

affmt fee 12½ cents

~~Filed~~

John Cassil, Clerk

SHERIFF SALE.

Ransom Clark, vs. *David Thruston, et. al.* } By virtue of a venditioni exponas to me directed, from the court of common pleas of Union county Ohio, I will offer for sale at the door of the court house, in the town of Marysville, in said county, on the 27th day of July, A. D. 1846, between the hours of 10 o'clock A. M and 4 o'clock P. M. the following described *Real Estate*, to-wit: 6 acres of Land, part of Survey No. 12472, beginning in the centre of the State road in the east line of a tract of land deeded by Mary Vance to David Dunforth, and from him to Seth Sharp; from thence, in the centre of the road, westerly 20 rods; from thence, southerly, parallel with the east line of said tract, which makes the mean width of said tract on a right line to be 17 rods and 8 links, far enough to make 6 acres—appraised at $28 per acre.

W. M. ROBINSON, sh'ff.

June 24. (pr. $2,50.) 18

No. 40-SC-2

Union Common Pleas Court

Ranson Clark
Plaintiff,

against

Seth Sharp et al
Defendant.

JUN TERM. 1843

Judg. Dr. Defendant
$88.22

Journal SC 1 Page 74

Record No. 1 Page 293

Ex. Doc. 1 Page 321

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Ex. Doc. No. 2 page 80

R. Clark
vs
D. Thurston et al

Debt — $ 88,22
Costs — 94,20
Increase — 7,07

Service — — $0.35
Mileage — — 5
advertising — 2.5
1.65
Printer fee 3.00
$3.65
Aug 19 1845
John Cassil Clk

Sheriff's fees
advertised

Received this writ July 18th 1845 —
July 18th 1845 — advertised the within described real Estate in the Argus a paper published in the County of union — for sale on the 18th day of August 1845 between the Legal hours at the door of the Court House in said County —
August 18th 1845 2 o'clock P. M. offered the above real Estate for sale at the door of the Court House by public out cry — and not sold for want of bidders —

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of David Thurston, to wit; 6 acres of land part of survey No. 12472 beginning in the centre of the state road in the east line of a tract of land deeded by Mary Vance to David Danforth & from him to Seth Sharp, from thence in the centre of the road Westerly 20 rods; from thence southerly parallel with the east line of said tract, which makes the mean width of said tract on a right angle line to be 17 rods & 8 links far enough to make 6 acres which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy Ransom Clark the sum of Eighty eight dollars and twenty two cents, for his damages, together with $ 94,20 for his costs, with interest thereon from the 26th day of June A. D. 1843 until paid; which late in our said Court the said Ransom Clark recovered against the said David Thurston et al as of record is manifest. Also $ 7,07 increase of costs, and accruing costs.

And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Pltff

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 18th day of July A. D. 1845.

John Cassil CLERK.

Recd this writ Aug 30. 1843. levied by instruction of Pltffs Atty Sept. 13th 1843. on 6. Acres of land, Survey No 12472, beginning in the Centre of the State Road in the East line of a tract of land deeded by Maggy Vance to David Danforth, o from him to Seth Sharp from thence in the Centre of the road Westerly 20 rods; from thence Southerly parallel with the east line of said tract, which makes the mean width of said tract on a right angle line to be 17 rods & 8 links far enough to make 6 Acres, Appraised Oct. 13. 1843. by the oaths of Smith Brown, David Paul & David Danforth. at Twenty eight dollars per Acre advertised the same according to law, to be sold on the 16th day of Oct. 1843.

Not sold for want of bidders W. W. Steele Sheriff

Ex. Doc No 2 Page 80

R. Clark
vs
D. Thurston et al

Debt	$88 22
Costs	94 20
Writ	41

Serv	.35
Mile	.05
Ad of G	2.5
Inquest	1.00
Cpd: Ret	.10
Sheriffs	$1.75
Sr fee	3.00
Atty fee	1.50
Total	$6.25

Filed Oct 17, 1843
John Cassidy Clk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marrysville on the 26th day of June A. D., 1843 Hanson Clark

recovered against David Thurston et al

as well the sum of eighty eight — — dollars and twenty two cents, for his damages, as the sum of $ 94,20 for costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said David Thurston

you cause to be made the damages and costs aforesaid with interest thereon from the 26th day of June A. D., 1843, until paid. Also, the sum of $,41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Hanson Clark

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 30th day of August A. D., 1843.

Attest:

John Cassil CLERK.

The State of Ohio Union County ss.

To the Court of Common Pleas within and for the Said County of Union. Greeting

We Command you. that you cause Ranson Clark to have Execution of a Decree, rendered in his favour against Seth Sharp and David Thurston. by our Supreme Court within and for the said County of Union on the 26th day of June AD 1843 for the sum of 88. $\frac{22}{100}$ Dollars damages and Dollars Costs

Witness John Cassil Clerk of Said Supreme Court this 4th day of July AD 1843

John Cassil Clerk

20
7
140

Supreme Court

JUN 1843

Supreme Court

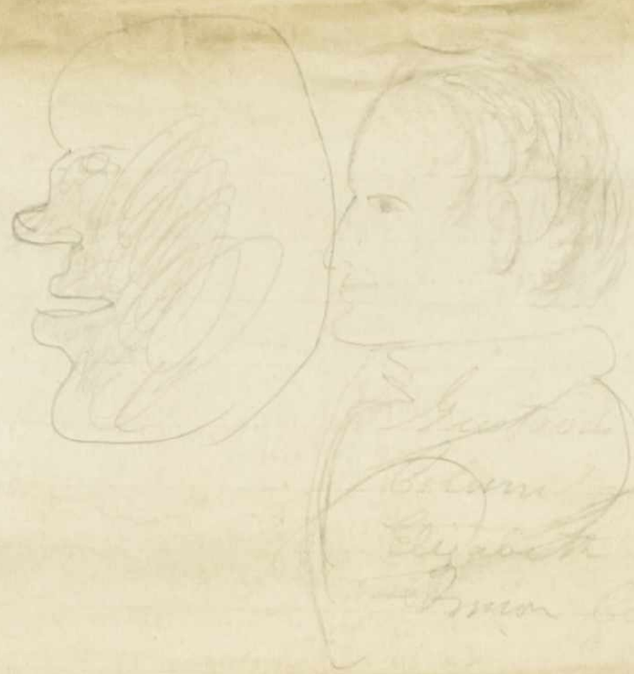
Supreme Court

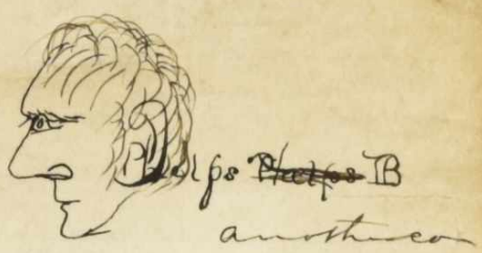
Elam
vs
Hamilton

140
25
125
25
75
50
565

Cost bill man

Wm Wm Williams Londonderry off of often
joint on ordinary occasion
Wm. Wm. Willia Brodnax Brodnax
Williams Sm Smith William M. Smith
WILLIAM Smith Marysville
Wm M. Smith. Wm M Smith, Wm M. Smith, Marysville
William Masters Smith William Masters Smith Marysville
William William Smyth Smith Smith
J J J J J J J J J J J J J J
Howell Champaign Co





Corner Corner

No. 40-SC-3

Union Common Pleas Court

Alexander Gibson
Plaintiff,

against

Stephen Dysert
Defendant.

JUN TERM. 1841

SC

Journal 1 Page 58

Record No. 1 Page 247

Ex. Doc. Page

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Com. Pleas

Alexander Gibson

vs } mandate

Stephen Dysart

Filed August 5th 1841

James A. Gill Clerk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting

Whereas, in a certain action in certiorari lately pending before you wherein Alexander Gibson was Plaintiff and Stephen Dysert was defendant a judgment was rendered by you in favor of the said Stephen Dysert affirming the judgment of the Justices on an action of Forcible entry and detainer and for the costs taxed at $35.89½ a transcript of which Judgment and of the Record in said action was brought into the Supreme Court within and for said County of Union by one writ of error and whereas at the June Term of said Supreme Court A.D. 1861 on consideration of said Transcript it was ordered and adjudged by said Supreme Court that the said Judgment be affirmed with costs which costs as taxed amount to $11.16½ You therefore are hereby commanded that without delay you cause Execution to be had of the said Judgment of the said Supreme Court according to law, the said writ of Error to the contrary notwithstanding

Witness James H. Gill Clerk of said Supreme Court this 4th day of August 1861

James H. Gill Clerk

A Gibson } Assignment of Errors
vs
S. Bryant }

The said Gibson now comes and says in the record & proceedings in the within cause there is error in this to wit 1st the Complaint & proceedings shows no definite description of land for which restitution could issue 2nd the verdict is erroneous because it does not ~~show~~ give a particular description of the premises. 3rd the verdict is erroneous because it finds only part of the Complaint true. without giving miles and bounds or number of acres

~~Therefore~~ 4th the judgement was given in favor of the Bryant when by the Laws of the land it ought to have been given in favor of the Sd A Gibson Wherefore the Sd Gibson prays that a writ of error may be allowed. a citation & supersedeas may issue & that the said judgement may be reversed and that he may be restored to all things which he has lost by reason thereof

Ray & Beale Atty

Supreme Judicial Court
Alex. Gibson
vs } Transcript
Stephen A. Bryant
May 22d 1860
Filed June 27. 1860
Abel Wilson Clk

Transcript

State of Ohio Union County:
Stephen Dysert
vs
Alex^r Gibson

Proceedings under the act to regulate the action of Forcible entry and detainer had before us James Turner & Wm H Frank two Justices of the Peace for the Township Paris in the County aforesaid.

James Turner J.P.
Wm H Frank J.P.

April 14th 1840. the said Stephen Dysert made complaint in writing to us the aforesaid Justices and which complaint is in substance as follows. "To James Turner and Wm H. Frank two Justices of the peace in and for the County of Union and State of Ohio. The undersigned represents that Alex^r Gibson with force and arms holds possession of the farm in said County on Mill Creek about 3 miles below Marysville commonly called the "Fromter Farm" the possession of which justly belongs to your orator. the prayer is that proceedings under the law may be had and restoration may be made of his right to your orator of said premises April 14th 1840" (signed) Stephen Dysert
April 14th We the said Justices issued a summons to the defend^t and said complaint duly filed with us for appearance and trial at the Office of James Turner in Paris Township in said County on the 24th day of April 1840 at 10 o'clock A.M. at the same time and place we issued a warrant for a jury to appear at said time and place of trial both which delivered to the sheriff of this County. Subpoenas issued by order of defend^t for Jos^h Steiner Edwd Bowen Mary Ann Gibson Robt. Gibson. Elizabeth Steiner and John. D. Pollock and Eliza Ann Steiner and delivered to the sheriff said County which was returned endorsed "served by reading to Jos. Steiner Mary Ann Gibson. Robt Gibson. Elizabeth Steiner & Eliza Ann Steiner, and by copy to E. Bowen. fee 25 cts.
Subpoena issued by order of plaintiff for Edwd Bowen. Danl Huffman & Parthimore. was returned by said sheriff endorsed by reading to Mrs. J. Parthimore and by copy to E Bowen. & D. Huffman. fee $1.12½.
April 24th 1840. 10 o'clock A.M. At the time and place above designated for trial we the said Justices met & Parties appeared summons returned by sheriff served by delivering a copy to Alex^r Gibson fee 75 cts. Warrant also returned by Sheriff served by summoning R. L. Brown. Wm Ross. J. W. Evans. Wm Campbell

premises in said complaint is not definite enough to enable the said Gibson to know what was demanded of him or to enable the Officer to find them, or as the law requires - 2d That the verdict of the Jury is erronious because the description of the premises therein is not particular enough to give restitution or as the law requires. 3d That the verdict is erronious because it finds only part of the plaintiffs complaint true where it should have found the whole true or set out the part found true by meets & bounds. 4th That the Judgment was given in favour of the said Dyert when by the laws of the land it should have been given in favour of the said Alexr Gibson. In tender consideration whereof the said Gibson prays that said Judgment may be reversed and that he may recover his costs in this behalf expended signed by P. J. Cole his atty.

Court of Common Pleas May Term A.D. 1840

Alexander Gibson
vs
Stephen A. Dyert

This cause comes on to be heard upon the transcript of the Justices of the Peace and was argued by counsel on consideration whereof this Court is of opinion that there is no error in said proceedings of said Justices and ~~the verdict of the said Jury be affirmed~~ Jury. Therefore it ordered and adjudged that the proceedings of the said Justices and the verdict of the said Jury be affirmed and the defendant in Certiorari plaintiff below dispensing with the intervention of a jury to assess the damages since the service of the said notice for the detainer of the said farm on the motion of the Counsel for plaintiff below it is further ordered that a writ of restitution issue in this case to the Sheriff of this County that the possession may be restored to plaintiff below and it is further ordered that defendant below pay the costs in this case taxed at _____ dollars and cents within ten days and in default thereof that execution issue therefor.

I James H Gee Clerk of the Court of Com. Pleas of said County do hereby certify that the foregoing is a true copy of the Justices transcript filed in my office of the above case: as also the assignment of errors & proceedings had thereon in our Court of Com. Pleas May 20th 1840. In witness whereof I hereunto set my hand and seal of office this 25 day of May 1840

Jas H. Gee Clk

Alex.r Pollock, Wm. M. Page freeholders of the County fee $3.00 – all the said Jurors appeared – Wm. Campbell excused – the said Jurors and Wm. Snodgrass in place of Wm. Campbell were duly empanelled and sworn, and the parties proceeded to trial. Edw.d Bowen & John Gibson were sworn & examined on the part of plaintiff. Robt. Gibson, John D. Pollock, Joseph Steiner, Mary Ann. Gibson, Elizabeth Steiner, & Eliza Ann. Steiner were sworn & examined on the part of the defendant. The complaint was laid before the Jury after hearing the evidence &c. the Jury returned a verdict to us as follows. "We the Jury do find the defendant guilty of detaining the thornton farm excepting so much thereof as is now occupied in wheat & rye" signed Wm. Ross, J. W. Evans, R. L. Broom, Wm. Snodgrass, W. M. Page, A. Pollock.

It is therefore considered by us the said Justices that the plaintiff have restitution of the premises mentioned and described in his said complaint excepting so much thereof as is now occupied in wheat & rye, and recover of said defendant the costs herein taxed as follows — $17.81

Justices cost	$ 2.50½
Sheriff fees	8.05½
Witnesses	4.25
Jurors fees	3.00
This transcript	0.31¼

We certify the above to contain a correct copy of the proceedings had before us. Given under our hands and seals this 13th day of May A.D. 1840

(Signed) James Turner
" Wm. H. Frank
" Justices of the Peace

Assignment of Errors.

Alex.r Gibson } In Union Com. Plas May Term. 1840.
vs. } In Certiorari, from a Judgment in forcible
Stephen Dysert } ~~Entry &~~ Detainer rendered by J. Turner and W. H. Frank two Justices of the Peace. ~~Judgt~~

And the said Alexander Gibson now comes and says in the record and proceedings in the above case there is error in this to wit 1st that the complaint of the said Stephen Dysert in the Court below and the matters therein contained are not sufficient in law to maintain the said action, because the description of the

Union Supreme Court

Alexander Gibson
vs } citation
Stephen Dysart

Served by delivering
Defts Atty a Certified
Copy May 21. 1841
Wm Steele Sheriff

Service — — 35
Mil — 05
Copy — — 15
55

Filed June 2. 1841
James H. Lee Clk

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to give notice to Stephen Dysert that Alexander Gibson has obtained an allowance of a writ of error upon a Judgment rendered in a certain action brought by certiorari from the docket of a justice of the peace for forcible entry and detainer lately pending before the Judges of the Court of Common Pleas in and for said County of Union and wherein the Alexander Gibson was plaintiff [redacted] and the said Stephen Dysert was defendant. And also to cite the said Stephen Dysert to appear before the Judges of the Supreme Court at the Court house in said County on the first day of the next Term of the said Supreme Court to show cause if any there be why the said Judgment should not be reversed and why speedy justice should not be done between the parties in that behalf: And of this sent make legal service and due return

Witness James H. Lee Clerk of said Supreme Court in and for said County of Union this 21. day of May 1841

James H. Lee Clk

Alex Gibson
vs
Stephen Dysart

Filed May 20. 1841
Jas. H. Giddings

Alex Gibson } In error to Columbia Circuit
vs } to review proceedings in
Stephen Dysert } forcible detainer

And the said Alex Gibson now comes & says in the record & proceedings in the above cause there is error in this, to wit:

1st The written complaint of the said Stephen Dysert ~~is not~~ & the averments therein contained are not sufficient in Law to maintain the said action, Because the Description of the premises therein is not particular enough to enable the said Gibson to know what is demanded of him or to enable the officer to give possession as the Statute requires

2d The verdict of the Jury is erroneous Because the description of the premises therein is not particular enough to enable the officer to give possession as the Law requires

3d The verdict is erroneous, Because it found only part of the pltffs. Complaint below time. Whereas it should have found the whole time, or set out the part so found by Metes & bounds or number of acres.

4th The Judgement was given in favor of the said Stephen Dysert. When by the Laws of the Land it ought to have been given in favor of the said Alex Gibson

Wherefore the said Gibson prays that the said Judgement may be reversed with costs

By F. Bleale his atty

Alexander Robinson
vs
Stephen Dysart } Brief

Gibson } In Error
vs } on Judgment in Replevin Detainer
Dysert }

The Points made by the plaintiff in this Case are 1st

The Complaint shows no definite description of Land. for which restitution might issue

– Merely describing in general Terms. as the farm in Union County 3 miles below Marysville Commonly called the Thornton Farm. Without giving meters & bounds or number of acres.

(References) Statute page 210 sec. 2 Complaint must particularly describe the premises.

– Walkers Dictionary page 383 Definition of the word particular

Also 2d Ohio Reports page 153 – (Murphy vs Lucas) 24 plaintiff of the above Statute

2d The verdict of the jury is Erroneous Being neither certain nor giving the means of arriving at certainty. Merely stating that they find that the Defendant is guilty of detaining the Thornton farm – Excepting so much thereof as is now occupied in wheat and rye. without giving meters & bounds or number of acres.

Ex Docket 101 Page 100

Alexander Gibson

vs

Arthur Dysart

Gibsons costs $45.55

Dysarts costs 1.51

Writ .41

Recd ~~Twenty dollars~~ ~~$20.~~ 35/100 14/100

~~fifty cents~~ — no property found whereon to levy

Apl 26. 1842

Wm W Steel Shff

~~Recd 35~~

~~Wm W Steel~~

Filed April 27. 1842

Jas. H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marysville on the 24th day of June A. D., 1841 Stephen Dysert

recovered against Alex. Gibson the sum of $1.51 which said Judgment has been remanded to the Court of Common Pleas in and for said County for Execution

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

~~and~~ ~~cents, for~~ ~~damages, as the sum of $~~

being for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Alexander Gibson

you cause to be made ~~the damages and~~ costs aforesaid, with interest thereon from the said 24th day of June A. D., 1841, until paid. Also, the sum of $0.41 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render ~~unto the said~~

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this Sixth day of Nov. A. D., 1841

Attest: James H. Gill CLERK.

Recd of Wm L. Gibson in case of A. Gibson v S. Dyson
Apl 25 1842 $16.64½ in full of Clerks fees in said case
Jas H. Gill Clerk

Stephen Dysart
vs
Alexander Gibson

Dec 25th 1841 Recd
of Alexander Gibson Three dollars
in full of my costs in the above case
James Irwin JP

112
110
222
350
128
0

April 26. 1842

Received of William Gibson fifty cents
in the case of A Gibson & S Dysart
as witness fee

Edward Bowen

No. 40-3c-3

Union Common Pleas Court.

Stephen Rysard
Plaintiff,

AGAINST

Alexander Gibson
Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT

Journal 2 Page 216 335

Record No. 3 Page 419

Ex. Doc. 1 Page 230

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

Hancock Com Pleas
Stephen Dyer
vs
Alex Gibson Sheriff
Bond

Filed ~~May~~ 2nd 1840

G W Gill clerk

~~per [illegible]~~

Know all men by these presents that we Alex Gibson C. Stiner & Joseph Stiner & Cornelius Meshon of the County of Union and State of Ohio are held and firmly bound unto Stephen Bysent of the County & State aforesaid in the penal sum of ~~Tw~~ Five hundred ~~& fifty~~ dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals & dated this 2nd day of May A D 1840

The condition of the above obligation is such that whereas the said Alex Gibson hath obtained the allowance of a writ of certiorari to remove into the court of common pleas of said County of Union a certain judgement for the restitution of the Thornton farm commonly so called in said County and seventeen dollars & 81 Cents costs lately rendered against the said Alex Gibson by James Turner & Wm H Frank Two justices of the peace within & for the said County of Union in a certain action then pending before them under the act regulating the action of forcible Entry & detainer wherein the said Stephen Bysent was plaintiff & the said Alex Gibson was Deft now if the said Alex Gibson shall faithfully prosecute said suit ~~well & truly~~ and in case of failure pay all the costs & charges & rents which have accrued or which may be assessed to the Deft in Certiorari ~~accrue~~ in the prosecution of said writ of ~~certiorari~~ ~~together with the amt~~ ~~Together with the amt of any payment [illegible] together with the [illegible] judgment [illegible] Gibson [illegible] after of any judgment [illegible] rendered against [illegible] against the said Gibson on the further trial by said Court the said Alex Gibson on the further trial of the said judgment of the said justices of the peace shall have been set aside or reversed of said alleged argument~~. – Then this obligation shall be void otherwise in full force and virtue in law

his
Alex × Gibson (seal)
mark

Approved

J H Gill clerk union com pleas

Joseph Stiner (seal)
Cristan Stinar (seal)
Cornelius Meshon (seal)

Union Com. Pleas

Stephen Dyzert
vs
Alex. Gibson.

Serv — 50
3 Copy — 45
Mil — 25
1,15

Filed May 18th 1840
Ja. W. Gill, Clk

Served by delivering to R. McCimmoth one of the copy to R. Gibson & Gibson
R. Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Joseph Willmeth R. Gibson. John Gibson. Joseph Steiner

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of Alexander Gibson in a certain matter in controversy in our said Court depending: wherein Stephen Dysort is plaintiff, and Alexander Gibson. defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 16th day of May A.D. 1840

Jas. H. Gill Clerk.

Union Com. Pleas

Alexander Gibson

20 Assignment of Errors

Sur Certiorari

Stephen Dysert

Filed May 19th 1816

Jas H Gier Clk

State of Ohio }
Monroe County ss }

Court of Com Pleas May Term 1840

Alexander Gibson } In certiorari. from a judgment
vs } in forcible detainer rendered by J Turner
Stephen Bypert } and W W Frank 2 justices of the peace

And the said Alexander Gibson now comes and says, in the record and proceedings in the above case there is error in this, towit

I That the complaint of the said ~~Alexander Gibson~~ Stephen Bypert, in the court below, and the matters therein contained are not sufficient in law to maintain the said action, because the description of the premises in said complaint are not definite enough to enable the said Gibson to know what is demanded of him or to enable the officer to find them as the law requires

II That the verdict of the jury is defective, because the description of the premises therein is not particular enough to enable the officer to give possession, as the law requires

III. That the verdict is erroneous, ~~[illegible]~~ because it finds only part of the Pltff's complaint true whereas it should have found the whole true, ~~[illegible]~~ or set out the part found true by metes & bounds

4th That the judgement was given in favor of the said Stephen Bypert, which by the laws of the land it should have been given in favor of the said Alexander Gibson. In tender consideration whereof the said Gibson prays that said judgement may be reversed, & that he may recover his costs in this behalf expended

By P B Cole his atty

S. Dysert
28 } transcript
A Gibson

State of Ohio Union County

Stephen Dysert
vs
Alexander Gibson

Proceedings under the act to regulate the action of Forcible entry and detainer had before us James Lowner & Wm H Frank two Justices of the peace for the township of Paris in the county aforesaid James Lowner JP
Wm H Frank JP

April 14th 1840 the said Stephen Dysert made complaint in writing to us the afore said Justices and which complaint is in substance as follows To James Lowner & Wm H Frank two Justices of the peace in and for the county of Union and State of ohio the under signed represents that Alexander Gibson with force and arms holds possession of the farm in said county on Mill creek about three miles below Marysville comonally called the Thornton farm the possession of which Justly belongs to your Orator the prayer is that proceedings under the law may be had and restoration made of this write to your Orator of said premises April 14th 1840 (signed) Stephen Dysert

April 14th we the said Justices issued a summons to the Deft on said complaint duly filed with us for appearance and trial at the office of James Lowner in Paris township in said county on the 24th Day of April 1840 at 10 oclock AM at the same time and place we issued a warrant for a Jury to appear at said time and place of Trial Both writs delivered

to the Sheriff of this county
Subpaenas issued by order of Deff for Joseph
Stiner Edward Bowen Maryann Gibson
Robert Gibson Elizabeth Stiner John D
Pollock & Elizaann Stiner and delivered to the
Sheriff of said county which was returned endorsed
served by reading to Joseph Stiner Maryann
Gibson Robert Gibson Elizabeth Stiner and
Elizaann Stiner and by copy to E. Bowen fee $2.50
Subpaena issued by order of Pltff for Edward Bowen
Daniel Hufman S. Pathimore was returned by
said Sheriff endorsed served by reading to
Mrs. S. Pathimore & by copy to E. Bowen and
D. Hufman — fee $1.12½

April 24th 1840 10 o'clock A.M. at the time
and place above designated for trial we
the said Justices met and and parties appeared
Summons was returned by Sheriff served by
delivering a copy to Alexander Gibson fee 0.75
Warrant also returned by the Sheriff served
by summoning R. L. Brown Wm Ross
L. W. Evans Wm. Campbell Alexander
Pollock Wm M Page free holders of
the county fee $3.00
All the said Jurors appeared Wm. Campbell
excused the said Jurors and William Meadows
in the place of Wm Campbell were
duly impanelled and sworn and the parties
proceeded to trial Edward Bowen & John
Gibson were sworn and examined on the part of
Plantiff Robert Gibson John D Pollock
Joseph Stiner Mary Ann Gibson
Elizabeth Stiner & Elizaann Stiner were
sworn and examined on the part of Deff

The complaint was laid be fore the Jury an after hearing the evidence &c the the Jury returned their verdict to us as follows we the Jury do find the Defendant Guilty of detaining the Thomlar Farm excepting so much there of as is now occupied in wheat and Rye (signed) Wm. Ross
J. W. Evans
R. L. Boone
Wm. Snodgrass
W. M. Page
A Pollock

It is there fore considered by us the said Justices that the said Plantiff have Restitution of the premises mentioned and described in his said complaint Excepting so much there of as is now occupied in wheat and Rye and recover of said Defendant the costs herein Toxed as follows $17.81

Justices cost	$2.50
Sheriffs fees	8 05
Witnesses fees	4 25
Jurors fees	3 00
	0.31¼

We certify the above to contain a correct copy of the proceedings had be fore us given under our hands and seals this 13th day of May A D 1840

James Turner
Wm H. Frank
Justices of the peace

And the said A Gibson Deft now comes & ~~for~~ says in the record & proceedings within there ~~is~~ is error in this (to wit)

1st That the Complaint of the Sd Stephen Dysart Plaintiff & the matter therein contained are not sufficient in law to maintain the said action. Because the description of the premises therein ~~are~~ is to vague and indefinite to enable the officer to find them on gen restitution

II That the verdict of the jury is defective, Because the description of the premises mentioned in said verdict is not particular enough to enable the officer to give possession

III The verdict is erroneous Because ~~Because~~ they find ~~only~~ part of the complaint true. Whereas they should have found it all true or else ~~or to the~~ (but the part ~~of it~~ found true by number of acres & by Metes & bounds.

4th That judgement was given in favor of said Stephen Dysart when by the laws of the land it ought to have been given in favor of the said Abr Gibson

Wherefore the said A Gibson prays that a writ of Certiorari be alowed to issue to bring said proceedings before the Court of Com. pleas & that the same may be reversed

To the Hon. S G Strong Associate judge
Court Com. pleas Lincoln Co Ohio

J B Bartlett
for Deft

Let a writ of certiorari issue in the within case upon the applicant giving bond & security according to law

Silas G. Strong Ass. Judge

To the Clerk of Lincoln Com. pleas

April 27th 1840

Filed April 28 1840
Jno. H. Pierce Clk

State of Ohio Union County ss

Stephen Dysert
vs
Alexander Gibson

Proceedings under the act to regulate the action of forcible entry and detainer had before us James Lower & Wm. H. Frank two Justices of the peace for the township of Paris in the county afore said James Lower JP
Wm. H. Frank JP

April 14th 1840 the said Stephen Dysert made complaint in writing to us the afore said Justices and which complaint is in substance as follows to James Lower & Wm H Frank two Justices of the peace in and for the county of Union and State of Ohio the under signed represents that Alexander Gibson with force and arms holds possession of the farm in said county on Mill creek about three miles below Marysville commonly called the Thornton Farm the possession of which Justly belongs to your orator the prayer is that proceedings under the law may be had and restoration made of this wright to your orator of said premises April 14th 1840
(signed) Stephen Dysert

April the 14 we the said Justices issued a summons to the ~~sheriff of said~~ Defendant on said complaint duly filed with us for appearance and trial at the office of James Lower in Paris township in said county on the 24th day of April 1840 at 10 o'clock A.M

at the same time and place we issued a warrant for a Jury to appear at said time and place of trial Both writs delivered to the Sheriff of this county
Subpoenas issued by order of Deff for Joseph Stiner Edward Bower Maryann Gibson Robert Gibson Elizabett Stiner John D. Pollock & Elizabeth Stiner and delivered to the Sheriff of said county which was returned endorsed served by reading to Joseph Stiner Maryann Gibson Robert Gibson Elizabett Stiner and Eliz ann Stiner and by copy to E. Bower fee $2.57½
Subpoenas issued by order of Deff for Edward Bower Daniel Hufman & J. Pathimore was returned by said sheriff endorsed served by reading to Mrs J. Pathimore & by copy to E. Bower & D. Hufman fee $1.12½
April 24th 1840 10 oclock AM at the time and place above mentioned for trial came the said Justices met and parties appeared
Samans returned by Sheriff served by delivering a copy to Alexander Gibson fee $0.75
Warrant also returned by Sheriff served by summoning R. H. Brown Wm Ross J. W. Evans Wm Campbell Alexander Pollock Wm M Page free holders of the county fee $3.00

All the said Jurors appeared Wm Campbell excused the said Juror and Wm Snodgrass in the place of Wm Campbell were duly impanelled and sworn and the parties proceeded to trial Edward Bower & John Gibson

were sworn and examined on the part of Plantiff Robert Gibson John D Pollock C. Bauer Joseph Stiner Mary ann Gibson Elizabeth Stiner and Elizaann Stiner were sworn and examined on the part of Defendant the complaint was laid before the Jury and after the Jury returned their verdict as follows hearing the evidence &c we the Jury do find the Defendant Guilty of detaining the Thornton farm excepting so much thereof as is now occupied in wheat and rye (signed)

John Ross
J. W. Evans
R. L. Broom
Wm Snodgrass
W. M. Page
A. Pollock

It is therefore considered by us the said Justices that the said Plantiff have restitution of the premises mentioned and described in his said complaint excepting so much thereof as is now occupied in wheat and rye and recover of said Defendant the costs taxed as follows $17 81

Justices cost	$ 2.50½
Sheriffs cost	8 05½
Witnesses fees	4 25
Jurors fees	3 00

We certify the above to be a correct copy of the proceeding had before us given under our hands this 24th day of April 1840

James Turner
Wm H Frank
Justices of the Peace

Deserts
Complaint

To Mr James Turner and Wm H. Frank two of the Justices of the peace in and for the County of Union State of Ohio

The undersigned represents that Alexander Gibson with force and arms holds possesion of the Farm in said County on Mill Creek about three miles below marysville Commonly called the Thornton Farm the possesion of which lawfully belongs to your orator and unlawfully detains the same from your orator

The prayer is that proceeding under the laws may be had and restoration made of his right to your orator of said premises

And your orator &c

April 14 1840 Stephen Dysert

Set the trial on next Friday week.

J. B. Lawrence

Mr Alexander Gibson

Dr Sir

this is to notify you to render up to me the possession of the farm on which you now ~~[illegible]~~ live as the term of your lease from me for the same has expired this do in ten days and save costs and trouble April 3rd 1840

Stephen Dyer Jr.

Marysville April 24 1840

Union Com. Pleas

Stephen Dysert

vs. Precipe

Alex. Gibson

Stephen Dysert } Court of Com Pleas
vs
Alexander Gibson }

Issue a subpoena for Joseph
B. Gibson John Gibson & Joseph Henry
Wilmoth as witnesses for Deft

May 16th 1840

N Beale Atty for Deft

Alex Gibson,
vs
Stephen Dysart et al

Writ of Certiorari

The state of Ohio Union County ss.

To James Turner & Wm B Frank two of the justices of the peace within & for the Township of Paris & County aforesaid

Greeting

We Command you that a Certificate transcript of the record & proceedings of a certain suit, ~~[illegible]~~ lately under the act Regulating the action of forcible Entry & detainer, lately pending before you wherein Stephen Dysart was plaintiff & Alex Gibson was Deft and wherein you on the 24th day of April 1840 rendered judgement for the restitution of the Premises farm (Excepting so much thereof as is in wheat & rye) and seventeen dollars sixty one cents costs in favor of the said Stephen Dysart against the said Alex Gibson with all things touching the same as fully as the same are now before you you send ~~[illegible]~~ sealed & enclosed with this writ to our Court of Com pleas within & for the said County of Union on the first day of their next Term

witness J H Gill clerk of our said Court of Com pleas at the Court house aforesaid this 2nd day of May A D 1840

James H Gill clerk
per W B Walter

Served by reading to W C Lawrence
Atty for Defdt
May 8th 1840

R. Clark Sheriff

To Stephen Bryant or his atty

Take notice that at my instance a writ of certiorari has been allowed and issued to remove into the Court of Common pleas of Union County a judgement rendered against me & in your favor on the 24th day of April 1840 by James Turner & W B Franks two justices of the peace within & for the Township of Paris & County aforesaid (on proceedings under the act to regulate the action of forcible entry & detainer) for the restitution of the Thornton farm excepting so much thereof as is occupied in wheat & rye & for the sum of seventeen dollars 81 cents costs and that at the next Term of the said Court I shall pray a reversal of said judgement

Yours &c

May 8th 1840 Alex Gibson

Union Supreme Court

Alexander Gibson
vs } error
Stephen Dysart

Filed April 7. 1841
Wm. W. Gill Clk

Recorded

1840

095
054
02
05
211

In the United States Circuit Court of the Ninth Circuit and proceedings within mentioned with all things concerning the same is hereunto returned to the Lake Superior Court in a certain Record to the said Circuit Court commanded

Wm. W. Gill Clk Union Com. Pleas

Alexander Gibson
vs
Stephen Dysert

Pleas before his Honor Joseph R Swan Esq President and John Cassil Nicholas Mathway and Silas S Strong his associates Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the nineteenth day of May in the year of our Lord one thousand eight hundred and forty – Be it remembered that heretofore to wit, on the 28th day of April A.D. 1840 Came the Deft. by his atty. and filed the following Transcript and assignment of errors to wit State of Ohio Union County ss. Proceedings

Stephen Dysert
vs.
Alexander Gibson

under the act to regulate the action of forcible entry and detainer – had before us Sa Turner & Wm McFrank Two Justices of the peace for the Township of Paris in the County aforesaid

James Turner J.P.
Wm Frank J.P.

April 14. 1840 the said Stephen Dysert – made Complaint in writing to us the aforesaid Justices and which Complaint is in substance as follows To James Turner and Wm Frank Two Justices of the peace in and for the County of Union and State of Ohio The undersigned represents that Alexander Gibson with force and arms holds possession of the farm in said County on Mill Creek about three miles below Marysville commonly called the Thornton Farm the possession of which justly belongs to your orator – the prayer is that – proceeding under the Law may be had and restoration made of this right – to your orator of said premises Apr. 14. 1840 Stephen Dysert. Apr. the 14th we the said Justices of the peace issued a summons to the Defendant – on said Complaint duly filed with us, for appearance and trial at the office of James Turner in Paris Township in said County, on the 24th day of April 1840 at 10 o Clock A.M. at the said time and place of trial both writs

delivered to the Sheriff of this County Subpoenas issued by order of Deff. for Joseph Stiner Edward Bowen Mary Ann Gibson Robert Gibson Elisabeth Stiner John D. Pollock & Elisa Ann Stiner and delivered to the Sheriff of said County which was returned endorsed served by reading to Joseph Stiner Mary Ann Gibson Robert Gibson Elisabeth Stiner and Elisa Ann Stiner and by copy to E. Bowen fee $2.50½ Subpoenas issued by order of Plaintiff for Edward Bowen Daniel Hufman and S. Parthmore was returned by said Sheriff endorsed served by reading to Mrs. S. Parthmore and by copy to E. Bowen and D. Hufman fee $1.12½ April 24th 1840. 10 o'clock A.M. as the time and place above mentioned for trial we the said Justices met and parties & appeared Summons returned by Sheriff served by delivering a copy to Alexander Gibson fee $0.75 Warrants also returned by Sheriff served by summoning R. L. Broom Wm Ross S. W. Evans Wm Campbell Alexander Pollock Wm M. Page freeholders of the County fee $3.00 All the said Jurors appeared Wm Campbell excused the said Jurors and Wm Snodgrass in the place of Wm Campbell were duly empannelled and sworn and the parties proceeded to trial Edward Bowen & John Gibson were sworn and examined on the part of plaintiff Robert Gibson John D. Pollock E. Bowen Joseph Stiner Mary Ann Gibson Elisabeth Stiner and Elisa Ann Stiner were sworn and examined on the part of the Defendants The complaint was laid before the Jury and after hearing the evidence & the Jury returned their verdict to us as follows We the Jury do find the defendants guilty of detaining the Thornton farm excepting so much thereof as is now occupied in wheat and rye. Signed Wm Ross S. W. Evans R. L. Broom Wm Snodgrass Wm M. Page A. Pollock It is therefore considered by us the said Justices that the said Plaintiff have restitution of the premises mentioned &

described in his said Complaint Excepting so much thereof as is now occupied in wheat and rye and recover of said defendant, the Costs taxed as follows $17.81 Justices Costs $2.30 Sheriffs Costs $8.05 Witnes fees $1.25 Jury fees $3.00 We certify the above to be a correct Copy of the proceedings had before us Given under our hands this 24th day of April 1840 Sam'l Turner Wm. H. Frank Justices of peace On which said Transcript was the following assignment of errors to wit And the said A Gibson Deft now Comes and says in the record and proceedings within there is error to wit: 1st. That the Complaint of the said Stephen Dysert plaintiff and the matters therein contained are not sufficient in law to maintain the said action because the description of the premises therein is to vague and indefinite to enable the officer to find them and give restitution. II. That the verdict of the Jury is defective. Because the description of the premises mentioned in said verdict is not particular enough to enable the officer to give possession III The verdict is erroneous Because they find part of the Complaint true Whereas they should have found it all true or else described the part found by number of acres and by metes and bounds. 4th That Judgment was given in favor of said Stephen Dysers when by laws of the land it ought to have been given in favor of the said Alexander Gibson Wherefore the said A. Gibson Prays that a writ of certiorari be allowed to issue to bring said proceedings before the Court of Common Pleas that the same may be revised

To the Honorable S. G. Strong assocate Judge — P. B. Cole atty. for Dft.

Court Common Pleas Union Co. Ohio

Let a writ of certiorari issue in the within case upon the applicant giving bond & security according to Law

Silas G. Strong ass't Judge

To the Clerk of Union Common Pleas April 27th 1840 And afterwards to wit on the 2d day of May 1840 the applicant filed his bond in the words and figures following to wit:

Know all men by these presents that we Alexander Gibson C. Stiner Joseph Stiner and Cornelius Mershon of the County of Union and State of Ohio are held and firmly bound unto Stephen Dysert of the County and State aforesaid in the Penal sum of Five hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators sealed with our seales and dated this 2d day of May A.D. 1840 The condition of the above obligation is such that whereas the said Alexander Gibson hath obtained the allowance of a writ of certiorari to remove unto the Court of Common Pleas of said County of Union a certain Judgment for the restitution of the Thornton farm commonly so called in said County and seventeen $. 81 cents costs lately rendered against the said Alex. Gibson by James Turner and Wm. H. Frank two Justices of the peace within and for the said County of Union in a certain action there pending before them under the act regulating the action of forcible entry and detainer wherein the said Stephen Dysert was plaintiff and the said Alexander Gibson was Deft.
Now if the said Alexander Gibson shall faithfully prosecute said suit and in case of failure pay all costs and charges and suits which have accrued or which may be assessed to the defendant in certiorari in the prosecution of said suit then this obligation shall be void otherwise in full force and virtue in Law

Alex. his × Gibson Seal
Joseph Stiner Seal
Christian Stiner Seal
Cornelius Mershon Seal

Approved James W. Gill Clerk
Union Common Pleas

Thereupon the following writ of certiorari issued May 2d 1840 to wit The State of Ohio Union County ss. To James Turner and Wm. H. Frank two of the Justices of the peace within and for the Township of Paris and County aforesaid Greeting We command you that a certified

Transcript of the Record and proceedings of a certain suit under the act regulating the action of forcible Entry and detainer lately pending before you wherein Stephen Dysert was plaintiff and Alex. Gibson was Deft. and wherein you on the 24th day of April 1840 rendered Judgment for the restitution of the Thornton farm (excepting so much thereof as is in wheat and rye) and seventeen dollars and Eighty one cents Costs in favor of the said Stepen Dysert against the said Alex. Gibson with all things touching the same as fully as the same are now before you. you send sealed and enclosed with this ~~suit~~ writ to our Court of Common Pleas within and for the said County of Union on the first day of ~~term~~ their next term Seal Witness James H Gill Clerk of our said Court of Common Pleas at the Court House aforesaid this 2d day of May 1840. James H Gill Clerk pr Wm B Walker. And afterwards to wit on the 19th day of May 1840 the said Justices filed herein said writ together with the following Transcript to wit: State of Ohio Union County

Stephen Dysert vs. Alexander Gibson } Proceedings under the act to regulate the action of Forcible Entry and detainer had before us Jas Turner and Wm H Frank two Justices of the peace for the Township of Paris in the County aforesaid

Jas Turner J.P.
Wm H Frank J.P.

April 14th 1840 the said Stephen Dysert made complaint in writing to us the aforesaid Justices of the peace and which complaint is in substance as follows: To James Turner and Wm H Frank two Justices of the peace within and for the County of Union and State of Ohio, the undersigned represents that Alexander Gibson with force and arms holds possession of the farm in said County on Mill Creek about three miles below Marysville commonly called the Thornton farm, the possession of which justly belongs to your orator the prayer is that

proceedings under the Law may be had and restitution made of this write to your Rotor of said premises April 14th 1840 (signed) Stephen Dysert

April 15th we the said Justices issued a summons to the deft. on said complaint duly filed with us for appearance and trial at the office of James Turner in Paris Township in said County on the 24th day of April 1840 at 10 o'clock A.M. at the same trial and place we issued a warrant for a Jury to appear at the ~~same~~ said time and place of trial Both writs delivered to the Sheriff of this County. Subpoenas issued by order of the defendant for Joseph Stiner Edward Bowen Margaret Gibson Robert Gibson Elizabeth Stiner John D. Pollock & Eliza Ann Stiner and delivered to the Sheriff of said County, which was returned endorsed served by reading to Joseph Stiner Margaret Gibson Robert Gibson Elizabeth Stiner and Eliza Ann Stiner and by copy to E. Bowen fee $2.57½ Subpoena issued by order of pltff. for Edward Bowen Daniel Huffman and S. Parthenmore was returned by said Sheriff endorsed: served by reading to Mrs. S. Parthemore and by copy to E. Bowen and D. Huffman fee $1.12½ April 24th 1840 10 o'clock A.M. at the time and place above designated for trial we the said Justices met and parties appeared summons was returned by Sheriff served by delivering a copy to Mr. Gibson fee $0.75 warrant also returned by the Sheriff served by summoning R. L. Broom Wm Ross S. W. Evans Wm Campbell Alexander Pollock Wm M. Page freeholders of the County. all the said Jurors appeared Wm Campbell excused the said Jurors and Wm Snodgrass in the place of Wm Campbell were duly impannelled and sworn and the parties proceeded to trial Edward Bowen and John Gibson were sworn and examined on the part of the plaintiff Robert Gibson John D. Pollock Joseph Stiner Mary Ann Gibson Elizabeth Stiner & Eliza Ann Stiner were sworn and examined on the part of the Deft. The complaint was laid

before the Jury and after hearing the evidence & the Jury returned their verdict to wit As follows we the Jury do find the defendant guilty of detaining the Thornton farm excepting so much thereof as is now occupied in wheat and rye Signed Wm Rose J. W. Evans R L Broom Wm Snodgrass Wm M. Page A Pollock It is therefore considered by us the said Justices that the plaintiff have restitution of the premises mentioned and described in his said Complaint excepting so much thereof as is now occupied in wheat and rye and recover of said defendant the Costs herein taxed as follows $17.81 Justices Costs $2.50½ witness fee $4.25 Jurors fee $3.00 this Transcript $1.31¼ We certify the above to contain a correct copy of the proceedings had before us Given under our hands and seals this 13th day of May 1840 James Turner W. H. Frank Justices of the peace

And afterwards to wit: on the 19th day of May 1840 the plaintiff by his atty. J B Cole filed his assignment of errors as follows to wit.

State of Ohio Union County ss.

Alexander Gibson vs Stephen Dysert } Court of Common Pleas May Term 1840 In certiorari from a Judgment in forcible detainer rendered by J. Turner & Wm H. Frank two Justices of the peace, and the said Alexander Gibson now comes and says in the Record and proceedings & in the above case there is error in this (to wit) That the Complaint of the said Stephen Dysert in the Court below and the matters therein contained are not sufficient in Law to maintain the said action Because the description of the premises in said complaint are not definite enough to enable the said Gibson to know what is demanded of him or to enable the officer to find them as the Law requires II. That the verdict of the Jury is defective Because the description of the premises therein is not particular enough to enable the officer to give possession or as the Law requires III. That the verdict is erroneous Because it finds only a part of the

Plaintiffs Complaint true whereas it should have found the whole true or set out the part found true by metes and bounds 4th That the Judgment was given in the favor of the said Stephen Dysert when by the Laws of the land it should have been given in favor of the said Alexander Gibson In tender consideration whereof the said Gibson prays that said Judgment may be reversed and that he may recover his costs in this behalf expended By P B Cole his Atty: And afterwards to wit on the same day and year first herein aforesaid This Cause on to be heard upon the Transcript of the Justices of the peace and was argued by Counsel on consideration whereof this Court is of opinion that there is no error in said proceedings of said Justices and Jury Therefore it is ordered and adjudged that the proceedings of said Justices and ~~Jury~~ the verdict of said Jury be affirmed and the defendant in certiorari the plaintiff below dispensing with the intervention of a Jury to assess the damages Since the service of the notice for the detention of the said farm on motion of the Counsel for the plaintiff below it is further ordered that a writ of restitution in this case issue to the Sheriff of this County that the possession may be restored to plaintiff Below and it is further ordered that defendant below pay the costs of in this Cause taxed at dollars cents within ten days and in default thereof that execution issue therefor

Attest James McGill Clerk

I James McGill Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio do hereby certify that the above and foregoing is a correct copy of the Record of proceedings in the above cause.

In testimony whereof I have hereunto set my hand and affixed the Seal of said Court this 9th day of April 1845

James McGill Clk

The State of Ohio Union County ss

To the Judges of the Court of Common Pleas within and for said County Greeting. Because in the Record and proceedings and also in the rendition of Judgment in a certain action in certiorari which was lately in said Court before you wherein Alexander Gibson was plaintiff and Stephen Dysert was defendant Error has intervened as it is said to the damage of the Alexander Gibson and we being willing that such error if any there be should be corrected and full and speedy justice done to the parties aforesaid in this behalf do command you that if Judgment be thereupon given, then without delay you send to us distinctly and openly under the seal of your Court, an authenticated Transcript of the Record and proceedings aforesaid, with all things concerning the same and this writ so that the same being inspected we may at the next Term of our Supreme Court to be holden within and for the said County of Union on the 24th day of June next, cause further to be done thereupon what of right and according to the laws of the land ought to be done.

Witness James H Gee Clerk of the Supreme Court of the State of Ohio in and for the said County of Union this 11th day of Feb. 1841

James H Gee Clerk

40-SC-4

Supreme Court
No. 1

Union Common Pleas Court.

Samuel B Johnson
Plaintiff,

AGAINST

Levi Phelps et al,
Defendant.

JUN 1841

Judg'nt Relf,

Supreme Court

Journal 1 Page 5-8

Record No. 1 Page 266

Ex. Doc. 1 Page 183

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

Union Conc. Pleas

Samuel B. Johnson
vs } mandate
Holton Chapman et als.

Filed August 5. 1841
James H. Gill Clerk

The State of Ohio Union County ss

To the Judge of the Court of Common Pleas within and for said County Greeting

Whereas in a certain Action of Debt lately pending before you: wherein Samuel B. Johnson Commissioner of Insolvents for Union County was Plaintiff and Hotton Chipman Norman Chipman and Levi Phelps defts. a Judgment was rendered by you in favor of the said Samuel B. Johnson course for the sum of $100.00 with costs a transcript of which Judgment and of the Record in said action was brought into the Supreme Court within and for said County of Union by our writ of Error: And whereas at the June Term of the said Supreme Court A.D. 1841 On consideration of the said Transcript it was ordered and adjudged by said Supreme Court that the said Judgment be reversed with costs which costs as taxed amount to the sum of $9.30

You therefore are hereby commanded that without delay you cause execution to be had of the said Judgment of the said Supreme Court according to law the said writ of Error to the contrary notwithstanding

Witness James H Gill Clerk of said Supreme Court this 5th day of August A.D. 1841 James H Gill Clerk

Union Sup. Court

Saml. B. Johnson
com &c
vs } Transcript

Hotton Chipman
Norman Chipman &
Levi Phelps

Filed June 27. 1840
Nat H. Lincoln
Clerk

Recorded

1843

2nd Error Because the action is debt and not covenant
3rd Error Because there are no creditors named in the
pleadings.

By B. O. Sanford his atty

Samuel B. Johnson
Commissioner of Insolvents
for &c

vs

Holton Chipman
Norman Chipman &
Levi Phelps

Pleas before his Honor Joseph R. Swan Esqr President and Robert Nelson Nicholas Hatchaway and John Capel his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord one thousand eight hundred and thirty nine. Be it remembered that heretofore to wit on the thirteenth day of July in the year of our Lord one thousand eight hundred and thirty eight the Plaintiff by John F. Kinney his attorney sued out of the Clerks office of this Court the following writ of summons to wit. State of Ohio Union County ss. To the Sheriff of said County Greeting We command you to summon Holton Chipman Norman Chipman and Levi Phelps to appear before our Court of Common Pleas at the Court House in Marysville forthwith to answer unto Samuel B. Johnson Commissioner of Insolvents for the County of Union and State of Ohio for the use of the creditors in a plea of covenants Damages one hundred Dollars and have you then there. there this writ. {L.S.} Witness J. H. Gill Clerk of the Court of Common Pleas of the County of Union this 13th day of July A.D. 1838. J. H. Gill Clerk. on which writ was the following indorsement towit "Suit Brought on a Bond given by defendants to S B. Johnson commissioner of insolvents &c Plaintiff in the above entitled suit for one hundred dollars dated 3d day of Decr A.D. 1836. John F. Kinney Atty for Pltff

And afterwards to wit on the 16th day of July last aforesaid the sheriff made return of said as follows to wit: Served by delivering a certified copy to Norman Chipman & Levi Phelps. Holton Chipman not found in this County July 14th 1838. R. Clark Sheriff.

And afterwards to wit on the 26th day of October in the year 1838. the plaintiff

by has said attorney filed his declaration in the words and figures following to wit
State of Ohio Union County ss. Union Common Pleas, July Term 1838.
S. B. Johnson Commissioner of Insolvents for the County of Union and State of Ohio complains of Holton Chipman, Norman Chipman & Levi Philips in a plea of Debt. for that whereas the said defendants on the third day of December AD 1836. at the County aforesaid made their certain writing obligatory of that date sealed with their seals, and now here to the Court shown and then and there delivered the same to the said S. B. Johnson commissioner of said County aforesaid whereby the said Holton Chipman, Norman Chipman, & Levi Philips, bound themselves their heirs and administrators jointly and severally to the payment of one hundred dollars to the said S. B. Johnson as aforesaid (in default and subject to the following condition contained in and under said writing obligatory (to wit) whereas the said Holton Chipman has applied for the benefit of the act of Insolvent Debtors & has given to said Commissioner an inventory of his property and a schedule of his debts. Now if the said Holton Chipman shall be and appear before the Court of Common Pleas of the County of Union at the next term and then & there file his petition & submit to further examination and pay the costs of his application and in all respects comply with the requisitions of the act for the relief of insolvent debtors, then this obligation to be void otherwise to remain in full force & virtue in Law And the said S. B. Johnson commissioner of Insolvents as aforesaid avers that the said Holton Chipman did not appear at the next term of the court of Common Pleas, held in and for the County of Union. & did not file his petition and submit to a further Examination, and did not in any wise comply with the requisitions of the act for the relief of Insolvent Debtors, and although requested so to do — Wherefore the said S. B. Johnson, commissioner as aforesaid says that he has sustained damages to the amount of one hundred dollars, and therefore he brings suit &c
By I. A. Kenny his Attorney — And afterwards to wit on the ~~same day~~ 26th day of October 1838. this cause was called and continued — And afterwards to wit on the same day and year first herein aforesaid to wit. on the ~~twenty~~ fifth day of April in the year of Our Lord one thousand eight hundred and thirty nine. Came the said Samuel

The State of Ohio Union County ss.

To the Judges of the Court of Common Pleas within and for said County: Greeting

Because in the Record and proceedings, and also in the rendition of Judgment in a certain action of Debt which was lately in said Court before you wherein Samuel B. Johnson commissioner of Shadrach for so was plaintiff and and Horton Chipman Norman Chipman and Levi Phelps were defendants, Error has intervened as it is said to the damage of the said defendants and we being willing that such error if any there be should be corrected and full and speedy Justice done to the parties aforesaid in this behalf, do command you that if Judgment be thereupon given then without delay you send to us distinctly and openly under the seal of your Court an authenticated Transcript of the Record and proceedings aforesaid with all things concerning the same and this writ. So that the same being inspected we may at the next Term of our Supreme Court to be holden within and for the said County of Union on the 24th day of June A.D. 1841 cause further to be done thereupon what of right and according to the laws of the land ought to be done

Witness James H. Gee Clerk of the Supreme Court within and for the said County of Union and State of Ohio this 11th day of Feb. 1841

Jas. H. Gee Clerk

An authenticated transcript of the Record and proceedings within mentioned
with all things concerning the same is herewith returned to said Supreme
Court in a certain Record to this writ annexed as within commanded.

Wm. H. Lee Clerk Union Com. Pleas

B. Johnson. Com. aforesaid by John. F. Kinney his attorney. and the said defendants though solemnly called came not but made default Whereupon It is considered that the said Pltff. ought. to recover his debt against the said defendants. and his damages by reason of the detention thereof. and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said defendants. do owe to the said plaintiff the sum of one hundred dollars. and do assess his damages by reason of the detention thereof to Dollars and cents.

Therefore it is considered that the said Plaintiff recover of the said defendants the said sum of one hundred dollars his debt aforesaid together with his costs in this behalf expended taxed to dollars and cents.

Notice of appeal by Levi Phelps one of the defts.

Attest James H. Gill clerk

J. R. Swan

for the County of Union & State of Ohio

I James H. Gill clerk of the Court of Com. Pleas, do hereby certify that the foregoing is a true & faithful copy of the records of the Court of Com. Pleas. had in the above case.

In witness whereof I have hereunto set my hand and affixed the seal of said Court at the Court house in Marysville this 26th day of June AD 1860.

Jas H Gill Clk

To the Honorable the Judges of the Supreme Court in Bank

Holton Chapman one of the Defendants to the above case prays the allowance of a writ of Error in this transcript for the Error 1st because Judgment was taken in this case against this Defendant without Notice, Service of process, or waver thereof

turn over

Hatton Chipman

vs } Depositions
&c

His Creditors

Filed June 2nd 1837
J. H. Gill Clerk

Depositions of William Acedas. Jesse Gill. Stephen Wing=
=get Leicester Ware. and Phineas Thornton of Rush Town=
=ship in the County of Champaign and State of Ohio taken
on the Sixth day of May in the year 1837. Between
the Hours of Ten o'clock A. M. and Six o'clock P. M.
of said day at the office of Nathaniel Ridder Justice
of the Peace. pursuant to the Enclosed Notice to be Read
in Evidence in a cause. pending before Samuel B
Johnson. Commissioner of Insolvents for Union
County. before whom Holton Chipman will
be Examined Touching his Right to the benefit of the
Insolvent Act. and Warren Rose Hallis S. Amy
and Matthew Gooding. Objects.
The aforesaid William Acedas being first duly sworn
deposeth and saith:
Question by H. S. Amy. What is the General Reputation
of Holton Chipman for truth and verasity - Answer by
the witness. as far as I have any knowledge it does not
stand fair — Question by H. S. Amy. Would you
believe Holton Chipman under oath where he is
interested — Answer by the witness - I should be
very doubtful where the interest was against him=
=self — Question by H. S. Amy. did Norman Chipman
tell you that the Accounts on Book. at the time
he bought the pulling mill Establishment at Lewis
burg of Holton Chipman and Jedithun Hopkins belong
to said Chipman & Hopkins
Answer by the Witness. I understood him so. Question
by H. S. Amy. What time did this Conversation take
place. Answer by the Witness on or about the last
of July. or the fore part of August 1836 - this depo=
nent further saith not — William Acedas —
The aforesaid Jesse Gill being first duly sworn
deposeth and saith;
Question by H. S. Amy how does the General
Character of Holton Chipman Stand for truth
and verasity. Ans. as far as I have any knowledge
it dont Stand fair. Question by H. S. Amy. Mr Gill
would you believe Holton Chipman under oath where
he is interested. Ans where the case stood entirely upon

his own testimony I should have my doubts
this deponent further saith not. Jesse Gill
The afore said Stephen Winget being first duly sworn
deposeth and saith
Question by H. S. Amy. Mr. Winget what was the
amount of a discourse you herd between Holton
Chipman and Jeauthan Hopkins. Ans. I herd
Holton Chipman tell Mr. Hopkins that he would
not take one hundred dollars per year for what he
had made since he has been at Lewisburg and
that he would show him in two years how he
had made it, Question by H. S. Amy. What time was
it you herd this conversation. Ans. on or about the
first day of Oct. AD. 1836. Question by H. S. Amy
Mr. Winget what is the General Charactor of Holton
Chipman for truth and verasity. Ans. as far as I
know I do not think it vary good Question by H. S.
Amy. would you or would you not believe Holton
Chipman under oath where he is interested, Ans.
I would not. Question by H. S. Amy, what did you
hear Holton Chipman say Respecting making
a fortune for his Children. Ans. that he had
always been trying to make a fotune for his
Children and he ment to have it and did not
care a dam how he got it, this deponent further saith
not
Stephen Winget
The afore said Lister Ware being first duly sworn
deposeth and saith
Question by H. S. Amy what was the Conversation
you had with Holton Chipman in regard to his
puting his property out of his hands. Ans by
the witness Holton Chipman told me he thought
it a better way for a man to put his property out
of his hands so that he could have the use of it
to make more, to pay them a part they would
only curs him. Question by H. S. Amy, was this Con-
-versation after he had put his property in his broth-
-ers hands. Ans. I suppose that it was, Question
by H. S. Amy. What is the General Repitition

of Holton Chipman as to truth and veracity
Ans. by the witness So far as my knowledge
extends it is verry poor. Question by H. S. Amy
Would you believe him under oath where he was
interested. Ans. I have hera him under oath
when I knew he did not tell the truth
This deponant further saith not

Lester Ware

The afore said Phineas Thornton being duly sworn
deposeth and saith
Question by Holis S. Amy, what was the conversation
with you and Holton Chipman Concerning his
putting his property out of his hands, Ans. by
the witness he said that he owed his Brother
from two to four hundred dollars that he
had owed him a great while and that he would
pay him before paying other debts that a man
might take the benefit of the insolvent act no
person could take his property after that, this
deponent further saith not

Phineas Thornton

I Nathaniel Ridder a Justice of the Peace for Rush
Township in Champaign County Ohio do here By Certify that
William Hudas Jesse Gill Stephen Wing at Lester Ware
and Phineas Thornton Was by me Sworn to testify the
Truth the Whole truth and Nothing But the truth, and that
the forgoing Depositions by them Subscribed was Reduced
to Writing by William Hudas and Leonard Ridder and
and taken at the time and place in the Notice
Specified —— Nathaniel Ridder Justice of the Peace

December 3d AD 1836 Before me S B Johnson Commissioner of Insolvents for the County of Union Personally came Wotton Chipman Who being in the custody of Simon Chapman Constable on final process at the Suit of Hollis S Amy & made verbal application for the benefit of the act for the Relief of Insolvent debtors under the Eighth Section thereof setting forth he is insolvent & Wholly unable to pay his debts He therefore made the following Schedule of all the debts by him owing & howsoever ~~&c~~ To wit

To the Estate of Noah Beach	Judgment	$ 180.00
— Warren Rose		50,00
— D S Gregory	Note	32,00
— Wm Stokes	Note	50,00
— Urbanna Bank	Note	240,00
— Hollis S Amy	Judgment	92,34
Norman Chipman	account	80,00
Joseph Everett	Note	22,00
Wait Wright	account	30,00
Caleb Hopkins	account	90,00
		$869,34

Filed March 30th 1837 Alas S Johnson

The said Wotton Chipman Applicant as aforesaid made the following Inventory of his property which he now possesses To wit

Inventory of property belonging to Wotton Chipman on application for the Benefit of the act for the relief of Insolvent debtors under the 8th section of said Act —

Two Beds & bedding

One Bake Kettle & one Tea Kettle

1 Set of Knives & forks	Value	$ 1,50
1 Bureau	—	12,00
Cupboard: Ware		1,00

December 3d 1836

(Signed) Wotton Chipman

Took & Subscribed the oath required by law to be taken the applicant under the 8th Section of the act for the Relief of Insolvent debtors Passed March 12th 1834

The said Hutton Chapman was further required to give Bond & security in the sum of one hundred dollars as said law requires conditioned for his appearance before the Court of Common Pleas of said Union county at the Next term thereof to prosecute his application and in all things to abide the judgment of the court in said matter & pay the costs

Thereupon came Norman Chapman & Levi Phelps as said security & entered into bond as the law directs & a Certificate was made & delivered to said applicant accordingly There being no News paper printed in said county of Union Notice was therefore given by setting up written notices in three Publick places in said county one of which was set on the door of the court house which notices were in the words & figures following to wit

Notice is hereby given that Hutton Chapman will apply to the Court of Common Pleas of the county of Union at the next term thereof to be holden in & for said county for the Benefit of the act for the Relief of Insolvent debtors at which time & place the Copies papers &c Required by law will be Returned

Marysville December 16th AD 1836

Commission fee $5,00 — S B Johnson
paid by applicant 1,00 — Commission of Insolvents of Union County

The above is a correct Entry of the proceeding had in said cause before me S B Johnson Commissioner of Insolvents of Union county

A true transcript March 28th 1837

Respectfully submitted S B Johnson C. I. U. C.

Question Who has the controll of a Judgment against Adams

Answer I have Assigned it to my Brother for the use of D S Gregory & also a Judgment against Manly Robuck for the same

Question Have you Received full compensation for all the property that you have assigned to your Brother

Answer I have & still owe him $80,

Question Had you any interest in the account against William Watts

Answer I had I got three pair of Shoes for my Children which amounted to my half of the account

Question Who does the debts belong to that are due for Cloth Dressing

Answer They belong to N Chipman

Question What is the cause of your Insolvency

Answer When I commenced there I was worth nothing & had to go into debt & Mr Williams got dissatisfied & wanted to buy or sell & we bought him out which still involved me

The following is the certificate made & signed by said Chipman on the Examination

I Hollon Chipman do Certify that I have no property of any description my Necessary wearing apparrel for my self & such other articles as are exempt by law from Execution & rechild to give to the Commission=er of Insolvents

December 30 1836 (Signed) Hollon Chipman

Subscribed before me
S B Johnson Com. P. S.

After Making out the above Schedule & Inventory & going through the forgoing Examination the said Hollon Chipman appeared as aforesaid

The following were the questions put to Hatton Chipman Insolvent debtor as aforesaid

Question by the Acting Commissioner Did you not give $15.00 for that Bureau & find the trimmings yourself

Answer I paid $12.00 for the Bureau & $1.50 for the trimmings

Question, have any debts due you

Answer, No I have none

Question Who are the debts of the establishment due to

Answer They are due to Norman Chipman

Question Who have you been to work for

Answer for Norman Chipman

1st does Norman Chipman receive the Benefit of your Labor

Answer No as far as I know I Rented N Chipman's Clothing Mill Carding Machine & I was to have half the proceeds & he was to keep the Machine in Repair & find half of the Stock & I was to find the other

2d At what time was that contract made

Answer I think in the month of July 1856

Question How came Norman to own that property

Ans James Cochran & Bought the property of Gary & forfeited for non payment & N Chipman bought it of Gary & agreed to give us & did give us six hundred dollars for our Right of the property

Quest Did you positively Receive the six hundred dollars of Norman Chipman

Answer I did Receive it six years ago on a bond Which he went my Bail to Ben Carr

Question did not the more & waggon go to pay that very debt last specified

Answer When I sold the More and Wagan to B C Kennady he was to pay it on the Corr debt but Norman said he Still & after wards it was paid on a debt to D S Gregory

Examination of Holton Chapman

Applicant for benefit of Insolvent act

Filed June 2nd 1837

J. H. Gill Clerk

Answer No I never did

Question by com. Did your brother purchase the Mills for the purpose of renting them to you

Answer No I told him that I would have Nothing to do with them & he partially Rented them to Gary & he failed & Norman told me that I would have to go into them

Question by com. How large is your family

Answer I have a wife & five daughters

Quest. by com. Are your family well clothed

Answer We have clothes that are decent the thinly clothed

Quest. by com. What means have you to support your family

Answer I have nothing but my hands

Quest. by Com. Have you any ~~[illegible]~~ more than a boarding than What is Really Needful for the comfort of your family

Answer No I have not that - there is two of them have to lay on a strad bed - In the answer to the Question (How much did you owe your brother at the time he purchased the property) The deponent Wishes to be understood that he owed his Brother $90,00 after Receiving them houses for his claim

Question by W. S. Amy ~~[illegible]~~ did you not put your property out of your hands to cheat your creditors out of their just claims

Answer No -

the Machine to the Sawyer It was my business to collect them

Quest by same Was this assignment after that you Relin quished your Claim

Answer It was at the time

Quest by same At the time that your brother bought the Property was he to pay your Note in Bank

Answer There was no such Bargain between my Brother & me nor any Bargain to Commute any debt

Question by same If Your brother Norman succeeds in his suit in Urbana is he not to pay you something more

Answer No I have Received all that I Ever expect to Receive

Quest by same Have you any Interest in the suit in Urbana between Norman & Lucester Ware

Answer No I have not

Question by Commissioner What was the cause of your wishing to go into a further Examination

Answer The main Reason is because that after going home I found that I did not recognize all the thing that I had & I also found that there was some honest Debts which I had not given in

Quest by Com What was the Reason of your not giving in all the debts

Answer I did not think of them at that time

Quest by Com At the time your brother Norman Purchased the Mills & Machines did you ever Expect to Redeem them or possess them again

But they were all written one day after state
Quest by same Were there 4 notes you speak of
all given at one time
Answer Yes Sir I think they were executed at
Sunberry
Quest by same How much did they all amount to
Answer I do not know but I have got the
notes to show for themselves at home
Quest by same Did you have a bucket at the time
that you was here at the other time
Answer Yes Sir the value I do not know
Quest by same Did you have a Reflector at that time
Answer Yes
Question by same What is that worth
Answer I do not know I am not the appraiser
of such property
Question by same How much did your brother
pay you for that property
Answer Three hundred dollars & three hundred
=ed to Hopkins
Quest. by same How much did your brother give
for the property
Answer I do not know he paid Hopkins &
me Six hundred dollars for our claims
& What he gave Gary I do not know
Quest by same Did not you see the Bond at
Esq. Dunar's at the time of the trial of
the Right of property between Beal
& your brother
Answer There was a bond there & attempted to
be Read but the Court hurried it up
& said it was nothing to the case
Quest by same How much was you & Mr Hop
kins owing Mr Gary at the time you

gave up your Right

Answer I do not know Something near six hundred dollars We have paid something more than the Interest ~~but~~ but ~~I know~~ ~~what~~ I do not know

Quest by same Was it more than three hundred dollars

Answer I do not know but I think it was over four hundred dollars that is my Present opinion

Quest by same What was it worth that was put into your brothers hands at that time

Answer I do not know

Quest by same What was about the amount that the property sold for since

Answer I think that Dockum & Phelps & my brother told me that they was to give him fifteen hundred dollars for it

Quest by same Was the $600 dollars that Norman paid you & Hopkins all that he was to pay you for the property

Answer All that I was to receive was three hundred dollars

Quest by same How much was that bucket worth

Answer I do not know I paid 75 cents for it three years ago

Question by same Have you got a Pitcher

Answer ~~I have~~ Yes I have got one that I paid Joseph Everett for I do not know When it was Whether it was before the other Examination or since if it was before it was Returned in the Cupboard ware

Question by same What part of those accounts did your brother give you for collecting of them

Answer Not any the accounts after I worked

The State of Ohio Union County ss

Hollon Chapman Will take notice that We will proceed to Examine him the said Hollon Chapman before Samuel B Johnson Commissioner of Insolvents in & for the County of Union & State aforesaid at said Commissioners office on Saturday the 18th day of May next at ten o'clock AM on said day touching & relating his petition for the Relief of the Insolvent Act

Said Chapman will also take Notice that We will proceed to take the Depositions of William Judas Cope Gil Stephen Wright Lewis Wolcott & Thomas Thornton before Nathaniel Pierce a Justice of the Peace in & for the township of Rush in said County of Champaign at his office in said Township on Saturday the 27th day of May next at at ten o'clock AM of said day to be read in evidence on said Examination

April 25th 1837 (signed) Potter & Irwin for himself Warren Rose & Matthew Dooring

May 18th AD 1837 This day came Hollon Chapman the applicant aforesaid Who had heretofore by on the 3d day of December AD 1836 Made application & Submitted to a second Examination before me S B Johnson Commissioner of Insolvents for the County of Union & State of Ohio & brought forward & filed a further Inventory & schedule Present Potter & Irwin a creditor for himself & in behalf of Warren Rose & Matthew Dooring two other Creditors who Resist said petition The said Hollon Chapman then & there presented the following Inventory of property owned by him to wit

1 Bureau 2 Beds

1 Table		1 Trundle Bed & Stead	
1 Dox kettle		1 Looking Glass	
1 Dish Kettle		1 Mot tub	
5 Table Plates	com	1 Wash Tub	
5 Teaups	com	1 set of Plats	
1 Bucket		1 Big Wheel	
1 Tin baron		1 Coffee Mill	
1 Broken Stand		2 Spoons	
6 Chairs	com-	1 Flour barrel	
1 Reflector		1 Pitcher	
5 Knives & forks		1 Jug	
1 Small Chest		1 Quart Bowl	
1 pair of Andirons			
1 fire Shovel			

(Signed) Walton Chapman

The said Walton Chapman also presented the following schedule of his debts by him owing to wit

Samuel Colver	$ 100.00
Isaac Beachers Estate	200.00
Warren Rose	70.00
Peter Ashe	50.00
W Sing	92.34
Caleb Hopkins	90.00
Joseph Everett	22.00
Norman Chapman on settlement	30.00
Urbanna Bank	241.00
J S Gregory	33.00
A Gooding	fine or execution not known which
Benjamin Carr	33.00

(Signed) Walton Chapman

The State of Ohio, Before me S B Johnson
Huron County ss Commission of Insolvents for
said County personally came Walton Chapman
& made oath in due form of law that the above
Inventory of goods contains all the goods Chattels

or property which he now owns or possesses & that the above Schedule of his debts is true & justly due to the persons holding the same

(Signed) Walter Chapman

Sworn to & subscribed before me this 13th day of May AD 1837 S B Robinson Commissioner of Insolvents of Union County

Question & Answers on the second Examination which took place on the 13th day of May AD 1837 at the office of Commissioner of Insolvents of Union County the said Walter Chapman having been duly sworn according to Law to answer the truth the whole truth & nothing but the truth in said Matter

Question by H S Amy Did you state that your chapboard were was not worth one dollar

Answer I said I thought not

Ques by same Did you give in any known debts at that time

Answer No I did not

Ques by same Well Mr Chapman What time & partly did you sign away your right & title to the Books of that Carding & Fulling Establishment

Answer I do not know whether in June July or August AD 1836 it was in one of those months

Ques by same How much did you owe your brother at the time you put your property into his hands

Answer I never ~~did~~ put my property into his hands

Ques by same How much have you received from your brother Norman since you put your property in to his hands

Answer I never put it in to his hands

Quest by same Did Norman ever purchase that mill
Property of you
Answer No –
Quest by same Did you ever have an equitable title
to that property
Answer In the first place James Cochran & John
Wright before Bill & my self bought the property
of Gary & took a title Bond & we agreed
to give up our claim to N Chipman for
$600.00 I afterwards gave the Bond to
Hopkins & I suppose he gave it to Gary I
do not know When Gary & my brother
traded
Quest by same Was Hopkins a partner of yours at that time
Answer I suppose he was he bought out Whit Williams
Quest by same How much did you owe your brother
at the time he purchased that property
Answer At the time that I relinquished my claim
to him I owed him $80.00
Quest by same Did Norman buy that property
of you
Answer No he gave me & Hopkins six hundred
dollars for our equitable Right
Quest by same How much did your brother pay
Ben Carr to settle that Judgment
Answer I do not know
Question by same Did your brother ever tell you what
he paid
Answer No he never did
Quest by same Have you ever heard Mr Chipman
that Norman bought that debt at a discount
Answer, I never did
Quest by same How much was each of them notes
that you gave your brother
Answer – One note was $125.00 the other that I do not
recollect the amount of

Quest by H. L. King Have you never collected money on the accounts of the Books in your own or in the name of the Company since the assignment of the Books & prior to the 20th of November 1836

Answer Where a settlement has been made amicably it has been in no man's name but when suits have been instituted it has been in the name of the company

Question by same For What purpose did you collect the money

Answer For to settle the Books & for the use of Norman Chipman & A Hopkins

Question by same Had you any Right & title to the money when collected

Answer No —

(Signed) Milton Chipman

Sworn to & subscribed this 13th day of May A D 1837 before me

S B Johnson Commissioner of Insolvents of Union County

Costs

Examination	1.00
40 words	$1.90
Entering on Record	2.15
40 words	$2.15
Copy to Return to court	2.15
	$6.20

I Certify the foregoing to a correct copy of the proceeding on Record had before me in the above Cause

S B Johnson Com Insolvents of Union County

Union Com. Pleas

Filed June 2nd 1837

James H Lee
Clk

Fee Bill

Justices Fees, Subpenas	$0 28½
taking Depositions	0 90
Swearing Witnesses	20
Constables fees	92½
Witnesses fees	2,50
	$4 81

Nathaniel Ridder J P

Walter Chapman
Pattee

Filed June 2nd 1837
James H. Clark

Filed March 30th
1837 Silas G. Troy
Clk

I Hatton Chipman do swear that I was not arrested nor am I now in custody of an officer at the suit of Hollis S. Amy by any collusion or combination with the said Hollis S. Amy or with any other person that I have ~~Delivered~~ ~~to~~ no property of any description to give up to said Commissioner of Insolvents of the County of Union that the schedule and Inventory of any property Rights & credits by me made contains as far as I know or believe ~~after~~ a full Discription of all my property Rights Credits and Claims in possession Remainder or Reversion (the necessary wearing apparel & beds & bedding of myself & family and such other articles as are ~~Exempt~~ by Law ~~from~~ Exempted from Execution Excepted) and also all my bonds notes & contracts in writing and other contracts in which I am beneficially interested & that I have Delivered the same to the commissioner and also my book of accounts & all written Evidence of my right ~~of my right~~ or title to any property whatsoever and that I have not directly or indirectly at any time sold conveyed or Disposed of for the use of any person any money or property debt Right or claim or intrusted the same to or with any person thereby to Defraud my creditors or any of them or to secure the same so that I or my heirs or any other person shall receive or expect to receive any profits or advantage therefrom

Hatton Chipman

Sworn to & subscribed before me this 3d day of December A.D. 1856

S. B. Johnson Commissioner of Insolvents for the County of Union

232.50
7
16275 0 2.50
232.50
16.275
6487.5

100.93. 2.50
93
750
2250
232.50

250
250
7
1750
232.50

Holden Chapman
Applicant
For Benefit of Insolvency March 31st 1837
Saml G Strong
Clk

48.17
40
1130
187
160
50.27

46.17

Holton Chipman
Hollis S. Ramy and
others his creditors

to the Honble the Judges
of the Court of Common
Pleas union County Ohio
March term 1837

The Undersigned your petitioner
Represents unto your Honors that heretofore
as Reference to the proceedings of the Com-
missioner of Insolvents of this county will
show your petitioner was arrested in an
action of Debt that he sued before said Commis
sioners of the Benefit of the laws of this State
for the benefit of insolvents who wish to be
relieved from arrest. your petitioner
prays the benefit of said acts here with present
ing this addition schedule of the state of
your petitioners debts and Credits
your petitioner prays therefore to be dis
charged

Holton Chipman
By
W. C. Lawrence

H Chipman et als
vs } Ass errors
Com. Insolvents.

Holton Chipman et als
vs
Com of Insolvents of Mon Co

Error to the Supreme Court Lane term 1841

And the plaintiff in error now comes and says that in the record and proceedings aforesaid there is in this to wit

1st That the declaration aforesaid and the matters therein contained are not sufficient in Law to maintain the said action

2 Because the Judgment was rendered against Holton Chipman without notice, service of process, waiver thereof or other appearance

3rd That the Judgment was given for the plaintiff when it ought to have been for Defendants

4. That the Declaration is in Covenant and the Judgment in debt

5 that there are no proper parties to the suit

Wherefore the Defendants pray that the said Judgment may be reversed and they restored to their rights in all things of which they are deprived by said Judgment By Dr C Lawrence their atty

Union Supreme Court

Holton Chipman
Norman Chipman &
Levi Phelps

vs } citation

Com. of Insolvents

Served by delivering Deft
McLean a Certified Copy
May 21. 1841. Wm Steele Shff

Service — 35
Mile — 05
Copy — 15
55

Filed June 2. 1841
Jas H. Ecc Clerk

The State of Ohio Union County ss

To the Sheriff of said County: Greeting

We command you to give notice to ~~[illegible]~~ Stephen McLain Auditor & commissioner of Insolvents that Hilton Chipman Norman Chipman and Levi Phelps have obtained an allowance of a writ of error upon a Judgment rendered in a certain action of Covenant lately pending before the judges of the Court of Common Pleas in and for said County of Union and wherein the said Commissioner of Insolvents for said County was plaintiff and the said Hilton Chipman Norman Chipman and Levi Phelps were defendants. And also to cite the said Stephen McLain Auditor and ex officio commissioner of insolvents for said County to appear before the Supreme Court at the Courthouse in said County on the first day of the next Term of said Court to show cause if any there be why the said Judgment should not be reversed and why speedy justice should not be done between the parties in that behalf: And of this writ make legal service and due return

Witness James H. Gill Clerk of the Supreme Court in and for said County of Union this 21. day of May A.D. 1841

James H. Gill Clerk

Union Com. Pleas

S. B. Johnson com.

vs } No 11

Holton Chipman et al.

Debt	$100.00
Costs	9.68¾
Writ	.41
Serv —	.75
Mil —	.12
	80

Filed Aug 8. 1840

Jas H. Gill Clk

Rec'd June 26th 1840 Error allowed by the Court

C Clark Clerk

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 25 day of April A. D. 1839 S. B. Johnson one of Insolvents recovered against Holton Chipman Norman Chipman and Levi Phelps

as well the sum of one hundred

dollars and cents, for Debt [redacted], as the sum of $ 9.68 1/0

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Holton Chipman Norman Chipman & Levi Phelps you cause to be made the damages and costs aforesaid, with interest thereon from the 25th day o April A. D. 1839, until paid. Also the sum of $ the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said S. B. Johnson Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Co

at the Court-House aforesaid, this 26th

day of June A. D. 1840

ATTEST: James H. Gill Clerk.

No. 40-SC-4

Union Common Pleas Court.

Samuel B Johnson Cyrus Jay
Plaintiff,

AGAINST

Holton Chapman
Defendant.

April 1843,

Discontinued

Journal 3 Page 103

Record No. 4 Page 174

Ex. Doc. Page

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

Union Co pleas
Saml B Johnson
vs } Trespass
Mina Chapman

Filed July 14 1838
W H Gill Clk

Union Com Pleas
S B Johnson
Comptroller of Incidents
for the County of Union & State of Ohio
for the use of the Creditors vs
Holton Chapman
Norman Chapman &
Levi Phelps

July Term A.D. 1838

In Covenant
Damages one hundred
Dollars

Upon a summons returnable
perthereto Issued sint brought on a Bond
given by Defts. to S.B. Johnson Comptroller of
Incidents the Plaintiff in the above Entitled suit
for one hundred Dollars dated the 3d day of Decem
ber AD 1836

To the Clerk of the Court of Com Pleas
Dated July 14. 1838

J.F. Kinney
Atty for Pltff

Watson Chrisman

Bon

Filed June [illegible] 1837

[illegible] Clerk

Filed March 30th 1837 S G Strong Clk

Sue

Dec 9 1836 The within bond was duly acknowledged before me

[illegible]

Know all men by these presents that we Hotton Chipman principal & Norman Chipman & ~~[illegible]~~ Sureties are held & firmly Bound unto S B Johnson Commissioner of insolvents for the County of Union & State of Ohio in the sum of one hundred dollars to be levied of our goods & Chattels Lands & tenaments if default be made in the following Condition Which is that Whereas the above Bound Hotton Chip has applied for the benefit of the act of Insolvent Debtors & has given to said commissioner of said insolvent Debtors an inventory of his property & a schedule of his Debts Now if the said Hotton Chipman shall be & appear before the court of Common Pleas of the said County of Union at the Next term thereof to be holden in & for said county & there file his petition & submit to further Examination and pay the costs of his application and in all respects comply with the requisitions of the act for the Relief of Insolvent Debtors then this obligation to be void otherwise to be & remain in full force & virtue in Law

In testimony whereof the said Hotton Chipman Norman Chipman & ~~[illegible]~~ have hereunto set their hands & seals this 3d day of December AD 1836 Hotton Chipman seal

Norman Chipman seal

Levi Phelps seal

Suit Bond or a Bond given by Moffy to D B Johnson commission of insolvency vs Plaintiff in the ~~case~~ ~~are~~ ~~entitled~~ suit for One hundred dollars dated 30 day of Dec. A.D. 1836. To the Clerk of the Court of Common Pleas dated July 14 1838

S. T. Kinney atty for Pltff

Same good for the costs on continuance of this suit for trial as ordered May 3. 1841

D. H. Williams

Union Com pleas

David B Johnson

vs } Summons

Norman Chipman & others

Serv	75
Mil	30
2 Copy	30
	$1,35

Filed July 16. 1838

James H. Gill Clk

Recorded

Filed by Delivering a certified Copy to Norman Chipman & Sam Phillips Trustees Chipman not found in the County

July 14 1838

C Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to summons. Hollon Chipman Norman Chipman & Levi Phelps. to Appear Before our court of Common pleas at the Court House in Marysville forthwith to Answer unto Samuel B Johnson Commissioner of insolvents for the use of the Creditors for the County of Union and State of Ohio in a plea of Covenant Damages One hundred Dollars. And have you then there this writ Witness L. H. Gill Clerk of the Court of Common pleas of the County of Union this 13th day July AD 1838

L H. Gill C C K.

of Common Pleas held in & for the County of Berrien and did not file his petition and Bill in it to a further examination and did not in any his Complaint with the requisitions of the act - for the Relief of Insolvent Debtors although requested to do so at the time of the Service the Said S B Johnson Complainant to appearing Says that he has Security Ready to the amount of one hundred Dollars and therefore he brings this Bill

By A. F. Vinny his Atty

S B Johnson
Complainant &c
vs
Hatten Chipman
Norman Chipman
& Levi Phelps

Bill

Filed Oct 26. 1838
Jas. H. Gillette
Cost bill made
Recorded

Recorded

State of Ohio } Union Com Pleas July Term 1838
Union County }

S. B. Johnson Commissioner of Insolvents for the County of Union & State of Ohio complains of Hollon Chipman Norman Chipman & Levi Phelps in a plea of debt For that whereas the Said Defendants on the third day of ~~March~~ December A.D. 1836 at the County aforesaid made their certain writing obligatory of that date sealed with their seals and now here to the Court shown and there and therein acknowledged the same to the Said S.B. Johnson Commissioner of Said County as aforesaid whereby the Said Hollon Chipman Norman Chipman & Levi Phelps bound themselves their Heirs and Administrators Jointly & Severally to the payment of One hundred Dollars to the Said S.B. Johnson as aforesaid in default of & subject to the following condition containing in and under Said writing obligatory To wit- Whereas the Said Hollon Chipman has applied for the Benefit of the act of Insolvent Debtors & has given to Said Commissioner an inventory of his property and ~~[illegible]~~ a Schedule of his debts Now if the Said Hollon Chipman Shall be and appear before the Court of Common pleas of the County of Union at the next Term and there & there file his petition & submit to such order & direction & pay the costs of his application & in all respects comply with the requisitions of the act for the relief of Insolvent Debtors then this obligation to be void otherwise to remain in full force & virtue in law

And the Said S.B. Johnson Commissioner of Insolvents as aforesaid avers that the Said Hollon Chipman did not appear at the next Term of the Court

Saml. B. Johnson
Commissioner of insolvents
vs
Walter Chapman
Norman Chapman &
Leoi Phelps.

Judgt in Union Common Pleas.
April Term 1839.

The Clerk will issue Execution (Fi Fa) in this case to Sheriff of Union Co

A. Hale Atty
per ... Pl

Common Pleas in and for the County of the next term thereof to be holden and there and there file this petition and submit to further examination and pay the costs of his application and in all respects comply with the regulations of the act for the relief of insolvent debtors the said defendants was to be and appear in full force until the said Plaintiff access that the said Petition & schedule did not appear at the September of said Court of Common Pleas held thereafter the date of said writing obligatory: yet the said Plaintiff through often requested both prior and the said second Sum of Money or any part thereof do the said Plaintiff Sayette Pratt he then sustained damage by reason of said Recital Licensing in the Amount one hundred dollars and Plaintiff Re Damage Suit

A Hall Atty
for Plff

In Union Common Pleas

Samuel B Johnson
Commonwealth
vs

Hollon Chipman
Norman Chipman
& Sew Phelps

Declaration

Filed Apl 23 1842
Jas H. Gill Clk

Cost bill made

Recorded

Damp Plff

State of Ohio. } In Union Common Pleas. To July
Union County ss } Term AD. 1838

Samuel B. Johnson Commissioner of Insolvents (of Union County and State of Ohio) for the use of the Creditors of Holton Chipman. Complains of Holton Chipman (as to whom the Sheriff has returned the summons in this case not found) Norman Chipman and Levi Phelps in a plea of debt for that whereas the said defendants on the 3rd day of December AD 1836 at the County of Union made their certain writing obligatory sealed with their seals (and here to the Court shown) and then and there delivered the same to the said Samuel B Johnson Commissioner of Insolvents as aforesaid whereby the said defendants acknowledged themselves to be bound to the said Samuel B Johnson (by the name of S B Johnson) Commissioner as aforesaid in the sum of one hundred dollars to be levied upon their goods and chattels lands and tenements if defaultt should be made in the condition thereunto written. whereby said writing obligatory was and is subject to the following condition to wit. That if the said Holton Chipman should be and appear before the Court of Common Pleas ~~at~~ in and for the said County of Union next to be holden thereafter and then and there file his petition and submit to further examination and pay the costs of his application and in all respects comply with the requisitions of the act for the relief of insolvent debtors then said obligation was to be void otherwise in full virtue in law and the said Samuel B Johnson Commissioner as aforesaid avers. that the said Holton Chipman did not appear at the next term of the said court of Common Pleas thereafter held. and file his petition and submit to further examination ~~and~~ pay the costs of his application. and in all respects comply with the requisitions

of the act for the relief of Insolvent debtors: wherefore the said plaintiff says that he has sustained damage to the amount of one hundred dollars.

And whereas also the said defendant on the 3d day December 1836 at Union County aforesaid made their other certain writing obligatory sealed with their seals (and now here to the Court shown) and then and there delivered the same to the said Samuel B Johnson commissioner as aforesaid whereby the said defendants acknowledged themselves to be bound unto the said Samuel B Johnson (by the name of S B Johnson Commissioner of insolvents for the County of Union and State of Ohio in the penal sum of one hundred dollars part and parcel of the sum above demanded) if default should be made in the condition thereunder written by which it is provided that the said Holton Chapman should be and appear before the next ~~term~~ Court of Common Pleas thereafter to be holden in and for said County and then and there file his petition and submit to further examination and pay the costs of his application and in all respects comply with the requisitions of the act for the relief of insolvent debtors and the said Plaintiff avers that the said Holton Chapman did not appear at the next Term of said Court of Common Pleas in and for said County and comply with all the requisitions of the act for the relief of insolvent debtors - in this the said Holton Chapman did not "deliver to said Commissioner an accurate schedule in writing of all debts by him owing: specifying the same" according to the act for the relief of insolvent debtors. And for further breach the said Plaintiff says that the said Holton Chapman did not make or cause to be made by the Commissioner an accurate schedule in writing of all debts and demands due to him with a particular description of all contracts in which he was anyway

interested in his own right or otherwise nor did he deliver to said Commissioner such written evidences as were in his power of such debts contracts and demands in his possession or any way subject to his controll together with all his books of account nor did he make and deliver to said Commissioner an accurate inventory in writing of all his property of every kind and description real personal ~~and mixed~~ in possession remainder or reversion to which he had any claim or demand together with his written evidences of his title and right thereto. And for further breach the said plaintiff says that the said Holton Chipman ~~he~~ did ~~make~~ make and deliver to the to said Commissioner an assignment in writing of all his property rights and credits of every kind and description as required by said "act for the relief of insolvent debtors" but on the contrary on the fourth day of October 1837 the said application of the said Holton Chipman was by the Court of Common Pleas in and for said County dismissed because said Holton Chipman had not complied with said requisitions of said Statute therefore the said plaintiff for the use &c says that he has sustained damage by reason thereof in one hundred dollars.

And whereas also on the said third day of December AD 1836 at the County of Union the said defendants by their certain other writing obligatory sealed with their seals (and now here to the Court shown) which the said defendants then and there delivered to the said Samuel B Johnson Commissioner as aforesaid and thereby acknowledged themselves to be bound unto the said Samuel B Johnson (by the name of S B Johnson) Commissioner of insolvents for the County of Union and State of Ohio in the sum of one hundred dollars, which writing obligatory was and is subject to the following condition, by which it is provided that if the said Holton Chipman should be and appear before

No. 45-55-5 (8)

Union Common Pleas Court.

John Gibson
Plaintiff,

AGAINST

Stephen Miller et al
Defendant.

MAY TERM. 1840

MAY TERM 1840

JUD'G VS PLAINT'F

$7 58

Journal	2	Page	212
Record No.	2	Page	416
Ex. Doc.	1	Page	183

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

J. Gibson
vs } Transcript
M & S. McClain

Filed Apl 23. 1839
James H. Gee clerk

thirty two dollars and fifty cents and costs of suit it is therefore considered by me that the Plantiff recover of Deff the sum of thirty two dollars and fifty cts and costs of suit Deff Gave notice for an appeal

In the suit of John Gibson against Stephen McLain I Thomas Snodgrass do acknowledge my self Bail for Defendant in the sum of seventy five dollars to be Levied on my goods and chattles lands and tenements if in case the said Deff shall fail to pay the debt and costs and costs that may accrue in the Court of common pleas

Thomas Snodgrass

Taken signed and acknowledged this 14th Day of Dec 1838 James Lowe JP

I certify the above to a correct copy from my Docket Given under my hand this 22th Day of April 1839

James Lowe JP

List of Costs

	Constable et. Marks		$1.10
Witnesses	Robert Gibson	P	0.50
	Peter Willmett	P.	0 50
	Lewis Gibson	P.	0 50
	John Lansdown	D.	0 50
	Lord Lathrop	D.	0 50
	Josiah Gabriel	P.	0 50
	John F Kinney	D.	0 25
	P B Cole	D.	0 25
			$4.60

the State of ohio Union County
Paris township Justices Docket Entry

John Gibson
vs
Stephen B Miller
Stephen McLain
~~Debt claimed $32.50~~
~~Indorsement [illegible]~~

Debt $ 32.50

Justices cost

summons	12½
subpoenas	41
satisfac	10
swearing witness	24
trial	25
transcript	31¼
	$1.43¾

Suit Brought on Order Nov 28th 1838 Summons issued to A. Marks constable Returnable on the 4th Day of Dec 1838 at 2 o clock P.M. on said day which was returned in due time by said constable endorsed served by reading to Stephen McLain Stephen B Miller not found cons cost 10 cents subpoenas issued to A. Marks constable by order of plantiff for Peter Willmett Josiah Ga[illegible] Robert Gibson Levin Gib[illegible] which was returned by said cons endorsed served by reading to Peter willmett Robert Gibson Levin Gibson Josiah Gabriel not found service & mildage $0.45 A. Marks cons

by order of Deff McLain subpoenas issued to A. Marks cons for John Lansdown Lord Lathrop which was returned by said cons endorsed served by reading to witnesses service and mileage $0.65 cents. A. Marks cons Dec 4th 1838 Parties & Witnesses Appeared Trial had Robert Gibson Peter willmett Levin Gibson John Lansdown John F Kimy P. B. Cole sworn and examined after hearing testimony Judgment is Rendered against Deff McLain for the sum of

Union Com. Pleas

John Gibson
vs
Miller & McLain

Non in Assumpsit

Filed July 19th 1839

James H. Gill Clk

The State of Ohio } Union County Court
Union County } of Common Pleas April
Term A.D. 1839

John Gibson Complains of Stephen L. Miller & Stephen McClain (the former of whom Stephen L. Miller not being ~~been~~ served with process in the Court below) in a plea of assumpsit for that whereas on the seventeenth day of October A.D. 1836 at the County of Union the said Defendants being partners in trade under the name of Miller and McClain and so being partners the said Defendants by the name of their said firm of Miller & McClain on the day & year aforesaid at the County aforesaid made their bill of Exchange in writing and directed the same to Warren Lathrop and thereby required the said Warren Lathrop to pay to the said John Gibson thirty two Dollars and fifty Cent on presentment thereof and then & there delivered the same to the said John Gibson and the same was then & there presented to the said Warren Lathrop for acceptance and the said Warren Lathrop then & there refused to accept the same of all which the said Defendants then & there had due notice and whereas the said Defendants afterwards on the 20 day of October A.D. 1836 in Consideration of the premises then & there promised to pay the amount of said bill to the said John Gibson on request. And also for that whereas the said Defendants being partners in trade

Under the name of Miller & McSain and so being partners the said Defendants by the name of their said firm of Miller & McSain on the 17th day of Oct A.D. 1836 at the County of Union for & in Consideration that they the said Miller & McSain were then & there indebted unto the said Gibson in the sum of thirty two Dollars & fifty cents for the part of the price & value of a horse then & there sold and delivered by the said Gibson to the said Miller & McSain at their request made their order in writing and directed the same to Warren Lathrop and thereby required the said Warren Lathrop to pay to the said Gibson the said sum of thirty two Dollars and fifty cents on presentment thereof and then & there delivered the same to the said Gibson and the same was then & there presented to the said Warren Lathrop for acceptance and the said Warren Lathrop then & there refused to accept the same of all which the defendants then & there had due notice and whereas the said Defendants afterwards on the 20 day of Oct A.D. 1836 in Consideration of the premises then & there promised to pay the amount of said order to the said Gibson on request yet they have disregarded their promises & have not paid the amount of said bill & order nor any part thereof to the said Gibson And also for that whereas the said Miller & McSain on the 20 day of Oct 1836 was indebted to the said John Gibson in the sum of Sixty nine Dollars for the price & value of a horse then & there bargained and sold by the said John Gibson to the said Miller & McSain at their request And in Seventy five Dollars for money then & there lent by the said John Gibson

to the said Miller & McClain at their request
And whereas the said Miller & McClain afterwards
to wit; on the twenty fifth day of October 1836
in Consideration of the premises then & there promised
to pay the said last mentioned several sums of money
to the said John Gibson on request yet they hereon
disregarded their promises and have not paid the
said several sums of money nor either of them
nor any part thereof to the damage of the said
John Gibson seventy five Dollars & therefore he
brings suit &c By John Lawrence
his atty

Union Com pleas

John Gibson

vs affidavit

Miller & M'Lain

Filed Nov 1st 1839

J. P. Gill Clk

John Gibson } Mercer County pleas
vs
Stephen S Miller } In Assumpsit
& Stephen McLain }

Personally appeared in open Court Stephen McLain one of the above defendants & makes oath & says that he cannot go to trial in safety in the above case without the personal attendance and Evidence of Warren Lathrop who is absent on business to Ill & expected home daily as I understand & whose testimony in this case I expect to be able to procure his attendance by next term of this Court & that this affidavit is not made for the purpose of delay but for the purpose of substantial justice

Stephen McLain

Sworn to and subscribed in open Court Nov. 1. 1839
Jas H Gill Clk

Union Com Pleas

Miller H. McLain
Pds
John Gibson

Plea

Filed June 28. 1839
James H. Gill Clk

Let Lord Lathrop attend
by subpoena on the trial
of this case
W. C. Lawrence
atty for defts

Union Common Pleas

S L Miller and McLain
Adm
John Gibson

And the said Defendants come and defend
&c and say that they did not assume and promise in manner
and form as the said John Gibson hath complained against
them and of this they put themselves upon the country and the said
John Gibson doth the like

The plaintiff will take notice that the defendants
on the trial of this cause will require full proof of notice
of the failure of the ~~Plaintiff~~ the said Lathrops to accept
and pay the said bill at maturity and further that the Defts
will insist that the same was paid and discharged by said
Lathrops who have received the benefit thereof on settle-
ment with defendants By L C Lawrence their atty

Minors Cons Plens

Stephen McLain

adds Sub

?

John Gibson

Ser. — 37½

Copy — 16 7/6

Mil — 55

~~1,09~~

108½

Filed July 8. 1839.

James H. Gill Clk

122
1.08
£.30

Issued by reading to Mullen & Cafe
and by copy to Lathrop

T Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON ~~Lath~~ Lord Lathrop and Joseph Mullin and P. B. Cole

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the ~~first~~ Second day of next Term, to testify and the truth to speak on behalf of Stephen McLain in a certain matter in controversy in our said Court depending: wherein John Gibson is plaintiff, and Saim McLain is defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 27th day of June A.D. 1839.

James H. Gill Clerk.

Union Com. Pleas

John Gibson

vs } Subp

Stephen McSain

Serv	50
Copys	32
Mil	40
	1,22

Filed July 8 1839

James H. Gill Clk

Read by reading to the Defendant Stephen McSain and by Copy to the Defendant

T. Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Peter Wilmette and Joseph Stone ~~[illegible]~~ Skinner & Joseph Gabriel

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the ~~first~~ Second day of next Term, to testify and the truth to speak on behalf of John Gibson in a certain matter in controversy in our said Court depending; wherein Sam John Gibson is plaintiff, and Stephen M Guire defendant. And this shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 26 day of June A.D. 1839.

Jas. H. Gill Clerk.

Union Common Pleas

John Gibson vs Miller & McSain } Union Com Pleas
In Assumpsit

The Clerk will issue a subpoena for Peter Willemsh & Joseph Steiner to testify in the above case on the part of the plaintiff

John Lawson
for plff

Lord & Warren
Lathrop

vs

John Gibson

Bill Particulars

$55.17/4

John Gibson

To Lord & Warren Lothrop Dr

June 17. 1837	To 1 yd Linen	$	.21 1/4
	" 1 Palm Leaf Hat		25
July 13.	To 21 1/2 Lbs Beef at 5 cts pr Lb		1.07
	" Cash at Newport		2.07
	" 2 Lbs Coffee at 19. pr Lb		.38
	" 1 Do		.19
	" 1 Lb Steel		.13
	" Fish		.62
	" 2 Lbs Coffee 19.		38
	" 1 pr Mattresses		1.25
	" 1 Spon horse		12.50
	" Oxen from Resorty		2.25
		$	136.32 1/4

John Gibson Cr

By Cash by N Lothrop	$	10.10
" " by J Lothrop		5.10
" " By Brick		33.75
" Payment to S McLain		32.50
	$	81.25
Balance	$	55.07 1/4

Principal 32.50
Interest 6.82
39.32
Time 3 yr 6 Mo 23 Day

Mr. Warren Lathrop will pay to Jno
Gibson thirty two dollars and fifty
cents which we will credit to the acct of
yourself and Lord Lathrop

Marysville Oct. 27. 1836

Willm J. McLain

John Gibson

vs

Miller & ~~Hopkins~~ McCain

In Union Common Pleas

The Defendant is hereby notified that depositions will be taken in this Cause on monday the 6th day of April Inst before James Dunn Esq at his office in Paris Township Union County Ohio between the hours of 8 A M & 6 P M

Apl 4th 1840.

John Gibson

Union Cam plas

Stebbins
vs
Nelle McKeen

Praecipe for
Subpoena

Filed March 31st 1840.
Jas. W. Gill. Clk

John Gibson
vs
Mellen & McLain } Assumpsit

Let a Subpoena issue for Gibson Gibson
Peter Willmert Joseph Stimes & Lotilla Gabriel
at Defts pltffs request
To the Mun Co pltffs
March 29, 1840

John Sullivan
for pltffs

John Gibson

vs

Miller & McLain

Filed Oct 24. 1839

Jas H. Gill Clk

Mun Com Judgment

John

vs

Mill & McLain

John Gibson
Allen W. & McLain } Assumpsit

Let a subpoena issue for Peter Gibson at plaintiffs request
Wilmoth Joseph Stewart & Swan

John Seaman his Atty

Union Com Pleas

Miller & McLain

ads

John Gibson

Filed Oct 25. 1839

James H Gill Clk

Mullen & McLain } Union Com Pleas
vs
John Gibson — Defts want the use and attendance by subpoena of Lord Lathrop Warren Lathrop P. B. Cole and I dont know who all on the trial of the above cause By W. C. Lawrence this 1875

Union Com Pleas

Miller & McLain

ads } Sub

John Gibson

Serv	37½
Copy	12½
Mil	40
	90

Filed Oct 29. 1839

James H. Gill Clerk

1.57½

Served by reading to a Cattright & Cole and by copy to Mr Cattright

R. C. Cash Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Lord Lathrop & Warren Lathrop & P. B. Cole

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of Miller & McCain in a certain matter in controversy in our said Court depending: wherein John Gibson is plaintiff, and Miller & McCain are defendants And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Clerk of our said Court, at the Court-House aforesaid, this 25 day of October A.D. 1839.

James H. Gill Clerk.

Union Com Pleas

John Gibson

vs } Sub

Miller & McLain

Serv — 37½

Mil — 30

67½

Filed Oct 31. 1839

James H Gillett Clk

Served by reading to the Clerk this day

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Peter Wilmoth Joseph Stiner and Levin Gibson

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of John Gibson in a certain matter in controversy in our said Court depending: wherein Sam Gibson is plaintiff, and Miller & McLain are defendants And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Clerk of our said Court, at the Court-House aforesaid, this 25 day of October A.D. 1839.

James H. Gill *Clerk.*

Union Com. Pleas. May 2.

John Gibson
vs & sub.
Miller & M'Lain

Serv	62½
Copy	12½
Mil	65
	$1,40

Filed May 16th 1840
Wm H. Gill Clk

Served by reading to the within named Defts
Geo. M'Lathrop & Jas. Dannie
and by leaving a copy to M'Lathrop
M. Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON ~~Joseph C. Pfeifer~~ Lord Lathrop John Landodown. Warren Lathrop. P. B. Cole and Joseph Mullin

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of Miller & M. Lain in a certain matter in controversy in our said Court depending: wherein John Gibson is plaintiff, and Miller & M. Lain defendants. And this thy shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 11th day of May A.D. 1840.

Ja. H. Gill *Clerk.*

John Gibson
vs
Miller & McLain } Sub.

Serv — 50
Copy — 12½
Mil — 40
$1 02½

Filed May 13th 1840
Ja. H. Gill Clerk

Send by to Hiram S. Gabriel and by
Copy to O. Millmat & Gifferman Jun
L. Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Levan Gibson. Peter Wilbmuth. Joseph Steiner & Josiah Gabriel –

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of John Gibson in a certain matter in controversy in our said Court depending: wherein John Gibson is plaintiff, and Miller & M'Lain defendants And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, JAMES H. GILL, Cerk of our said Court, at the Court-House aforesaid, this 31st day of March A.D. 1840.

Ja. H. Gill *Clerk.*

Union Com. Pleas.

John Gibson

vs } Precipe

Miller & M.Lain

John Gibson
vs
Miller & McLain

The Clerk will issue subpoenas
for Lord Lathrop Warren Lathrop
John Landsdown P. B. Cole and
Joseph Miller in the above case
Stephen McLain

Union Com Pleas

John Gibson
vs
Stephen L. Miller &
Stephen McSain

Filed May 16th 1839
James H. Gill Clk

The State of Ohio } Union County Court of
Union County ss } Com. pleas April Term
A.D. 1839

John Gibson Complains of Stephen S. Miller and Stephen McSain (the former of whom Stephen S Miller not being been served with process in the Court below) in a plea of assumpsit for that whereas on the seventeenth day of October A.D. 1836 at the County of Union the said Defendants being partners in trade under the name of Miller and McSain and so being partners the said Defendants by the name of their said firm of Miller & McSain on the day & year aforesaid at the County aforesaid made their bill of exchange in writing and directed the same to Warren Sathrop and thereby required the said Warren Sathrop to pay to the said John Gibson thirty two Dollars and fifty cents on presentment thereof and then and there delivered the same to the said John Gibson and the same was then & there presented to the said Warren Sathrop for acceptance and the said Warren Sathrop then & there refused to accept the same of all which the said Defendants then and there had due notice and whereas the said defendants afterwards on the 20 day of Oct A.D. 1836 in Consideration of the premises then and there promised to pay the amount of said bill to the said John Gibson on request yet they have disregarded their promises and

and have not paid the amount of said bill & any part thereof

And also for that the said defendants being partners in trade under the name of Miller & McLain and so being partners the said Defendants by the name of their said firm of Miller & McLain on the day and year in the first Count mentioned at the County aforesaid on the 17th day of Oct. AD 1836 at the County of Union, made their Order in writing and directed the same to Warren Lathrop and thereby required the said Warren Lathrop to pay to the said John Gibson the sum of thirty two Dollars and fifty cents on presentment thereof, and then and there delivered the same to the said John Gibson and the same was then and there presented to the said Warren Lathrop for acceptance and the said Warren Lathrop then and there refused to accept the same of all which the defendants then and there had due notice and whereas the said Defendants afterwards on the 20 day of Oct AD 1836 in consideration of the premises then and there promised to pay the amount of said order to the said John Gibson on request. Yet they have disregarded their promises and have not paid the amount of said bill and Order or any part thereof to the damage of the said John Gibson Seventy five Dollars and therefore he brings suit &c

for in consideration that the said Miller & McLain would pay the said John Gibson in the sum of $32.50 for the part of the bill of exchange the said John Gibson to the said Miller & McLain at their request

John Lawrence
Atty for plff

of the order to him refused to accept the order so as to charge him with its payment in cash. to all which the plaintiff excepted and prayed that his exception might be sealed which is done

S R Strauss (Seal)

John Cassil (Seal)

Nicholas Wathenay (Seal)

Silas G. Strong (Seal)

Oneida Com. Pleas

John Gibson

vs

Bill of Exceptions

Allen & McLean

Filed May 21-1840

S. H. Gillis Clk

Cost Docket

Union County. Com. Pleas May Term 1840.

John Gibson

vs.

Miller & McLain } Assumpsit.

At this term this cause came on to be tried upon the issue joined between the parties before the court and jury sworn. and the plaintiff for the purpose of evidence under the issue introduced an order given the said defendants to the plaintiff of which the following is a copy; to wit:

"Mr. Warren Leathrop will pay John Gibson thirty two dollars and fifty cents which we will credit to the account of yourself and Lewis Leathrop.

Marysville, Oct. 27. 1836.

(Signed) Miller & McLain."

and thereupon the court charged the jury that if they found from the evidence that it was understood between the parties that the said order was to be credited by the said Leathrops on their accounts to the plaintiff instead of being paid in money, then in that case the plaintiff could not recover against the defendants upon the non acceptance of the order by Warren Leathrop in case the said Leathrop was willing to so far accede as to credit the amount thereof to the plaintiff, though (said Warren Leathrop) he did not say that he would thus accept it when it was presented he refused to accept it.

And the court further charged the jury that if they found from the evidence that such was the understanding as a agreement between the parties as aforesaid then it was no evidence of the non acceptance of the order for that Warren Leathrop afterwards upon the presentation

Union Com. Pleas

Miller & McLain
as } No. 1
John Gibson

Costs of Pltff $25.66
" " Deft 24.22
Writ 62

Serv — 35
Levy — 35
Mil — 5
Adv — 1.87½
$2,62½

Filed July 8. 1840
Jas. H. Gillette

Received June 27th Anno Domini 1840 upon the
Loan Mass Countersigned to Wm Gillette on the
8th Day of July 1840 Received Today by
virtue of over from the Supreme Court to
Wm Clark Sheriff

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 14th day of May A. D. 1840 Miller & McLane recovered against John Gibson

~~as well the sum~~ of

~~dollars and~~ ~~cents for~~ ~~damages, as the sum~~ of $ 24.22

for his costs and charges in ~~that behalf expended~~, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said John Gibson

you cause to be made the ~~damages and~~ costs aforesaid, with interest thereon from the 19. day of May A. D. 1840, until paid. Also the sum of $ the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Miller & McLane Hereof fail not, at your peril, and have then there this writ. Aff costs $25.45

WITNESS JAMES H. GILL, Clerk of said Cou

at the Court-House aforesaid, this 27th

day of June A. D. 1840

ATTEST: Jas H. Gill Clerk.

Ex. Docket. page 183

John Gibson
vs
Miller & McLain

Gibsons Cost	$42,67½
Miller & McLains	14.41
Increase	5.07
Writ	41

Fees = levy — 35
mileage 10
Service 35
advertising 25
Printers fee 1,00

Philip Snider Sheriff

Filed May 4. 1847
John Coffee Clerk

Recorded

interest $21,64

Received this writ December 7th 1846
Decr 8th by virtue of this writ I levied upon one
yoke of oxen & one pole see over. I duly advertised
the above described property for sale on the 3rd day of
May between the legal hours of ten O'clock A.M. and
four O'clock P.M. 1847 agreeable to the day of sale
returned without offering the property for sale
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court ~~of Common Pleas~~ Supreme of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 24th day of June A.D., 1841. Stephen L. Miller and Stephen McLain late partners, under the firm of Miller & McLain recovered against John Gibson, the sum of fourteen dollars & forty one cents for their cost and charges in that behalf expended.

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

~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages as also the sum of~~

$ ~~for~~ ~~cost and charges in that behalf~~

~~expended~~, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want as we have heretofore commanded you thereof, of the lands and tenements of the said John Gibson

you cause to be made the ~~debt, damages and~~ costs aforesaid, with interest thereon from the 19th day of May A.D., 1840, until paid; also the sum of $ 5,07½ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Miller & McLain. The costs of the said John Gibson, in the same suit are taxed at $ 33,08½ in common Pleas & $9,58½ in supreme Court

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

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this 27th day of November A.D., 1846.

John Cassil, Clerk.

Expenses and Schedules levels and Executions
Received for execution to me Sheriff of Stark Co
David Shelly Sheriff Stark County O
Sheriff Fees
Mileage 1.05
Levying 3.50
Entry 1.00
Advertising Return 1.00
$ 7.55

Ex. docket No 1. Page 167

Miller & McLane
vs
John Gibson

Gibson's costs $42.67½
Dolls costs 16.41
Insurance 2.83½
Writ .41

Filed Apl 23. 1842
Ind Hew Elle

10th

252

Court Apriel the 26th

The State of Ohio, Union County, ss:

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

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marysville on the 24th day of June A. D., 1841 Stephen L. Miller and Stephen McLain late partners under firm of Miller & McLain

recovered against John Gibson in an action in Error (& which has been remanded for Execution)

~~as well the sum of~~ _____ dollars ~~and~~ _____ cents, for _____ damages, ~~as~~ the sum of $14.41 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John Gibson

you cause to be made the ~~damages and~~ cost aforesaid with interest thereon from the 24th day of June A. D., 1841. until paid. Also, the sum of $2.83½ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Miller & McLain

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 29th day of November A. D., 1841

Attest: Samuel H. Gill CLERK.

Union Com. Pleas

Stephen McLaird

vs } Precipe

Wm. Gibson

Filed May 20-40

Jno. W. Giles Cl.

Stephen McLain

vs

John Gibson

a pro pist

Clk Court Com pleas will issue execution forthwith in this case

May 20. 1840

Clk Court Com pleas

Stephen McLain

John Gibson
vs
Miller & McLain } In Union Common Pleas
Assumpsit

Depositions taken to be read in Evidence on trial of the above cause

Levin Gibson of Lawful age being first duly sworn according to law deposeth and saith that he saw Pltff present an order from Miller and McLain to Lord Lathrop about three years ago he says the amount of the order was thirty two or three dollars he says he saw Plantiff present the order to McLain some time after McLain said he did not want Plantiff to do any thing with the order in till he saw Lathrops Question by Plantiff at the time Plantiff presented this order to McLain did Gibson tell him any thing about presenting the order to Lathrops ipsa dixit Answer he told him he had presented the order to Lathrops and they would not except it McLain made answer and said he did not want him to do any thing with the order untill he saw Lathrops and he would settle it or see it settled

Question by Deff how long is it since Plantiff presented the order to McLain Answer About two years or longer

Levin Gibson

I James Turner a justice of the peace in and for the Township of Paris in the county of Union Ohio do hereby certify that the above named Levi Gibson were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by him respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice both parties being present

In testimony whereof i have hereunto set my hand this 6th day of April 1840

James Turner JP

No. 40-SC-5

Union Common Pleas Court.

John Gebsco
Plaintiff,

AGAINST

Stephen Miller
Defendant.

MAY TERM, 1840

Journal 2 Page 212-335

Record No. 3 Page 416

Ex. Doc. Page

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

Warren Lathrop for acceptance and the said Warren Lathrop then and there refused to accept the same of all which the defendants then and there had due notice and whereas the said defendants afterwards on the 20th day of Oct A.D. 1836 in consideration of the premises then and there promised to pay the amount of said order to the said John Gibson on request yet they have disregarded their promises and have not paid the amount of said bill and order or any part thereof to the damage of the said John Gibson seventy five dollars and therefore he brings suit &c

John Lawrence
Atty for Plff

A True copy
J. H. G.

Municipal Court. Plas
John Gibson
vs
Stephen & Miller
& Stephen McClain
Filed May 6th 1839
Paul F. Nicolls

1840

True copy J. H. G.

The State of Ohio } Union County Court of Common Pleas
Union County } April Term A.D. 1839

John Gibson complains of Stephen L. Miller and Stephen McLain (the former of whom Stephen L. Miller, not being served with process in the Court below) in a plea of assumpsit for that whereas on the seventeenth day of October A.D. 1836 at the County of Union the said defendants being partners in trade under the name of Miller and McLain and so being partners the said Defendants by the name of their said firm of Miller and McLain on the day and year aforesaid at the County aforesaid made their bill of exchange in writing and directed the same to Warren Lathrop and thereby required the said Warren Lathrop to pay to the said John Gibson thirty two dollars and fifty cents on presentment thereof and then and there delivered the same to the said John Gibson. and the same was then and there presented to the said Warren Lathrop for acceptance and the said Warren Lathrop then and there refused to accept the same of all which the said defendants then and there had due notice and whereas the said defendants afterwards on the 20th day of Oct A.D. 1836 in consideration of the premises then and there promised to pay the amount of said bill to the said John Gibson on request —
And also for that the said defendants being partners in trade under the name of Miller & McLain on the day and year in the first count mentioned at the County aforesaid on the 17th day of Oct A.D. 1836 at the County of Union made their order in writing and directed the same to Warren Lathrop and thereby required the said Warren Lathrop to pay to the said John Gibson thirty two dollars and fifty cents on presentment thereof and then and there delivered the same to the said John Gibson and the same was then and there presented to the said

No. 40-SC-5

Union Common Pleas Court.

John Gibson, Plaintiff,

AGAINST

Stephen W. Lawrence, Defendant.

In Error

Supreme Court

Judg affirmed,

June 1841

Supreme Court

Journal 1 Page 5-8

Record No. 1 Page 259

Ex. Doc. 1 Page 183

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

Union Sup. Court.

John Gibson
vs
S. Miller et al

Error.
Filed June 30. 1840
James H Lucas Clk

1840

A writ of Error
may issue in this case
returnable to the next
term of the Supe Court
in the County of
Union. June 30th 1840

R. Wood
Judge Supe. Court

Recorded

John Gibson.
vs.
Stephen B. Miller &
Stephen McGrain

In Error.

And John Gibson by F. D. Powell his attorney comes and assigns the following errors in the said judgment & proceedings, to wit.

I. That the Court erred in permitting parol evidence to be given as to the intention of the parties so as to alter the effect of the said written order.

II. That the Court erred in charging the jury that they might find contrary to the legal effect of the order if they found that the understanding of the parties was different.

III. That the Court erred in charging the jury that the legal effect of the said order might be varied by the understanding of the parties; or to be varied by any evidence the jury should find in the cause.

And for these & other manifest errors in the said judgment & proceedings the said John Gibson prays that the said judgment may be reversed &c.

F. D. Powell Ptffs. atty.

Union Com. Pleas

John Gibson

vs } mandate

Stephen McLain

Filed August 5. 1841

James H. Gibbs

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting

Whereas, in a certain action of Assumpsit lately before you wherein John Gibson was plaintiff and Stephen McLain Defendant a Judgment was rendered by you in favor of the said Stephen McLain for the sum of $ 14.41 costs a transcript of which Judgment and of the Record in said action was brought into the Supreme Court within and for said County of Union by one writ of Error; and whereas at the June Term of the said Supreme Court A.D. 1841 on consideration of the said Transcript it was ordered and adjudged by said Supreme Court, that the said Judgment be affirmed with costs which costs as taxed amount to the sum of $9.58¼ - You, therefore are hereby commanded that without delay, you cause execution to be had of the said Judgment of the said Supreme Court according to law. The said writ of error to the contrary not withstanding

Witness James H. Gill Clerk of said Supreme Court this 4th day of August 1841

James H. Gill Clerk

Union Supreme Court

John Gibson

vs Z citation

Stephen L. Miller v

Stephen M Lain

Served by delivg Deft's
Atty a Certified Copy
May. 22. 1841
W M Steele Sheriff

Service — 35
Mil — 05
Copy — 15

Filed June 2. 1841
James H Lee Clk

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to give notice to Stephen L. Miller and Stephen McLain that John Gibson has obtained an allowance of a writ of Error upon a Judgment rendered in a certain action of Debt lately pending before the judges of the Court of Common Pleas in and for said County of Union and wherein the said John Gibson was plaintiff and said Stephen L. Miller & Stephen McLain were defendants. And also to cite the said Stephen L. Miller & Stephen McLain to appear before the judges of the Supreme Court at the Court House in said County on the first day of the next term of the said Supreme Court to show cause if any there be why the said Judgment should not be reversed and why speedy justice should not be done to the parties in that behalf. And of this writ make legal service and due return

Witness James H. Lee Clerk of the Supreme Court in and for said County of Union this 20. day of May 1841

James H. Lee Clerk

"This day came the parties by their attorneys and thereupon came a Jury to wit, Isaac D Stewart, David Chapman, Wm McCampbell, Adam Richey, Roden Huffman, John McCampbell, Saml McCullough, Jesse Bucher, Joseph Wells, Isaac Allen, James Ryan, & Neman Toby who being empannelled and sworn, the truth, to speak upon the issue joined, the parties upon their oaths, do say that the said Stephen McLain & Stephen L. Miller, did not assume & promise in manner and form, as the said John Gibson hath complained against them.

Thereupon it is considered that the said Stephen McLain and Stephen L Miller, go hence without day & recover of the said John Gibson their costs in this behalf expended taxed ~~to~~ dollars and cents.

And thereupon the plaintiff filed a bill of exceptions which was signed and sealed by the Court & placed on file" And reads in the words and figures following to wit:

Union County Com. Plas May Term 1840

John Gibson vs. Miller & McLain } assumpsit

At this ~~term came~~ this cause came on to be tried upon the issue joined between the parties before the Court & Jury aforesaid. and the ~~Jury~~ plaintiff for the purpose of evidence under the said issue introduced an order given the said defendants to the plaintiff of which the following is a copy: to wit

"Mr Warren Lathrop will pay John Gibson thirty two dollars, and fifty cents which he will credit to the account of yourself and Lord Lathrop.

Marysville Oct. 27. 1836

(Signed) Miller & McLain"

and thereupon the Court charged the Jury that if they found from the evidence that it was understood between

Miller and McSain on the 20th day of Oct 1836 was indebted to the said John Gibson in the sum of sixty nine dollars for the price and value of a horse then and there bargained and sold by the said John Gibson to the said Miller and McSain at their request, and in seventy five dollars for money then and there lent by the said John Gibson to the said Miller and McSain at their request And whereas the said Miller and McSain afterwards to wit on the 25th day of October 1836 in consideration of the premises then and there promised to pay the said several last mentioned sums of money to the said John Gibson on request Yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the said John Gibson seventy five dollars and therefore he brings suit

By John Lawrence his atty.

And afterwards to wit on the 28. day of June A.D. 1839 filed the following plea to wit

S. L. Miller & McSain
vs
John Gibson } Union Com Pleas

And the said defendants come and defend &c and say that they did not assume and promise in manner and form as the said John Gibson hath complained against them and of this they put themselves upon the country and the said John Gibson doth the like

The plaintiff will take notice that the defendants on the trial of this cause will require full proof of notice of failure of the said Lathrop to accept and pay the said bill at maturity, and further that the defendants will insist that the same was paid and discharged by said Lathrops who have received the benefit thereof on settlements with defendants By W. C. Lawrence their atty. And afterwards to wit on the 19. day of May A.D. 1840

and M'Lain on the day and year aforesaid & the County aforesaid made their bill of Exchange in writing and directed the same to Warren Lathrop and thereby required the said Warren Lathrop to pay to the said John Gibson thirty two dollars and fifty cents on presentment thereof and then & then delivered the same to the said John Gibson and the same was then & there presented to the said Warren Lathrop for acceptance and the said Warren Lathrop then & there refused to accept the same of all which the said defendants then and there had due notice and whereas the said defendants afterwards on the 20 day of October A D 1836 in consideration of the premises then & there promised to pay the amount of said bill to the said John Gibson on request.

And also for that whereas the said defendants being partners in trade under the name of Miller & M'Lain, and so being partners the said defendants by the name of their said firm of Miller and M'Lain on the 17th day of October A.D. 1836 at the County of Union for & in consideration that they the said Miller & M'Lain were then and there indebted unto the said Gibson in the sum of thirty two dollars & fifty cents for the part of the price & value of a horse then and there sold and delivered by the said Gibson to the said Miller & M'Lain, at their request, made their order in writing & directed the same to Warren Lathrop and thereby required the said Warren Lathrop to pay to the said Gibson the said sum of thirty two dollars and fifty cents on presentment thereof, and then & there delivered the same to the said Gibson, & the same was then & there presented to the said Warren Lathrop, for acceptance and the said Warren Lathrop then and there refused to accept the same of all which the defendants then and there had due notice, and whereas the said defendants afterwards on the 20th day of Oct AD 1836 in consideration of the premises then and there promised to pay the amount of the said order to the said Gibson on request. Yet they have disregarded their promises and have not paid the amount of said bill & order nor any part thereof to the said Gibson And also for that whereas the said

ed by said cons. endorsed serve by reading to witnesses
Service and milage $0 55 A. Marks constable
December 4th 1838. Parties and witnesses appeared viz had
Robert Gibson Peter Milbrette Levin Gibson John Lounsdown John T. Kinney P. B. Cole sworn and examined
after hearing testimony Judgment is rendered against
Deft McLain for the sum of thirty two dollars and fifty cents
and costs of suit. It is therefore considered by me that
the plaintiff recover of Deft the sum of thirty two dollars and
fifty cents and costs of suit Deft gave notice for an appeal

In the suit of John Gibson against Stephen McLain I
Thomas Snodgrass do acknowledge my self bail for the
defendant in the sum of seventy five dollars to be levied
on my goods and chattels lands and tenements in case
the said defendant shall fail to pay the debt & costs and
costs that may accrue in the court of Common Pleas
Thomas Snodgrass
Taken signed and acknowledged this 14th day of Dec 1838
Jas Turner J.P.
I certify the above to a correct copy from my docket
Given under my hand this 22nd day of April A.D. 1839
James Turner J.P.
And afterwards to wit on the 19th day of July A.D. 1839 the Pltff
on leave for amend by his attorney filed the following declaration to wit
The State of Ohio } Union County Court of Common
Union County } Pleas April Term A.D. 1839
John Gibson complains of Stephen L. Miller & Stephen McLain
(the former of whom Stephen L. Miller not being served with process in the Court below) in a plea of assumpsit for that whereas
on the seventeenth day of October A.D. 1836 at the County of Union
the said defendants being partners the said defendants in trade
under the name of Miller & McLain and so being partners
the said defendants by the name of their said firm of Miller

John Gibson
vs
Stephen L. Miller
& Stephen McLain

Pleas before his Honor Joseph A. Larew Esq President and John Cassil Nicholas Hathaway and Silas G. Strong his associates, Judges at a Court of Common Pleas ~~[illegible]~~ begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 19th day of May in the year of our Lord one thousand eight hundred and ~~[illegible]~~. Be it remembered that heretofore to wit on the 23d day of April A.D. 1839 the plaintiff filed his Transcript from the Docket of James Turner Esq a Justice of the peace for said County which reads in the words and figures following to wit

The State of Ohio Union County
Paris Township Docket entry

John Gibson
vs
Stephen L. Miller &
Stephen McLain

Debt $32.50

Justices costs

Summons	.12½
Subpoenas	.41
Satisfac	.10
Searching writs	.24
Trial	.25
Transcript	.31¼
	$1.43¾

Suit Brought on order Nov. 28. 1838. Summons issued to A. Marks constable returnable ~~[illegible]~~ on the 4th day of Dec. 1838 at 2 o'clock P.M. on said day, which was returned in due time by said constable, endorsed service by reading to Stephen McLain ~~not found~~ Stephen L. Miller not found constables costs 10 cents

Subpoena issued to A. Marks constable by order of plaintiff for Peter Milmeth Josiah Gabriel Robert Gibson Levin Gibson which was returned by said cons endorsed service by reading to Peter Milmeth Robert Gibson Levin Gibson Josiah Gabriel not found
mileage & $0.45 A Marks constable

By order of defendant McLain Subpoena issued to A. Marks cons. for John Lansdown Lora Lathrop which was return

The State of Ohio Union County SS.

To the Judges of the Court of Common Pleas within and for said County Greeting— Because in the Record and proceedings and also in the rendition of Judgment in a certain action of Debt which was lately in said Court before you wherein John Gibson was plaintiff and Stephen L. Miller and Stephen McLain were defendants Error has intervened as it is said to the damage of the said John Gibson and we being willing that such error if any there be should be corrected and full and speedy justice done between said parties in this behalf do command you that if Judgment be thereupon given then without delay you send to us distinctly and openly under the seal of your Court an authenticated Transcript of the Record and proceedings aforesaid with all things concerning the same and this writ; so that the same being inspected we may at the next Term of our Supreme Court to be holden within and for said County of Union on the 24th day of June next cause further to be done thereupon what of right ought to be done

Witness James H. Gill Clerk of said Supreme Court at Marysville this 11th day of February AD. 1861

James H. Gill Clerk

An authenticated transcript of the Record and proceedings within mentioned with all things concerning the same is herewith returned to the same Supreme Court in a certain Record to this writ annexed as within commanded

James H. Gill Clerk Union
Court of Com. Pleas

the parties that the said order was to be credited by the said Lathrops on their accounts to the plaintiff instead of being paid in money then in that case the plaintiff could not recover against the defendants upon the non acceptance of the order by Warren Lathrop in case the said Lathrop was willing to so for accept it as to credit the amount thereof to the plaintiff though he said Warren Lathrop did not say that he would thus accept it when he refused to accept it.

And the Court further charged the Jury that if they found from the evidence that such was the understanding and agreement between the parties as aforesaid, then it was no evidence of the non acceptance of the order that Warren Lathrop afterwards upon the presentation of the order to him refused to accept the order so as to charge him with its payment in cash. to all which the plaintiff excepted & prayed that his exceptions might be sealed which is done

J. R. Swan {Seal}
John Cassie {Seal}
Nicholas Hathaway {Seal}
Silas G. Strong {Seal}

I James H. Gill Clerk of the Court of Com. Pleas in and for the County of Union and State of Ohio do hereby certify that the foregoing is a true copy of the proceedings had in the above Case.

In witness whereof I have hereunto set my hand & affixed the seal of said Court at the Court house is said County this 29th day of June A. D. 1840.

Ja. H. Gill Clerk

No. 40-SC-6

Union Common Pleas Court

McDonald's Excrs
Plaintiff,

against

Thomas Wiggle
Defendant.

JUL TERM. 1840

Decree for Plaintiff

Journal 2 Page 245-334

Record No. Page

Ex. Doc. 1 Page 233

Union Com Pleas

John Doak & ux dec'd
McDonalds executors
vs

Isaac Rigas &
Thos Wiggle
Filed Oct 31. 1839
James H Eichelb

John Doe Ex dem. } Union Com. Pleas Oct
McDonalds Executors } Term 1839
vs } In Ejectment
Isaac Rigas &
Thomas Wiggle } The State of Ohio Union
County ss

Be it remembered that on the 31st day of October A.D. 1839 Joshua Judy & A. Turner of said County personally appeared in open Court and severally acknowledged themselves to owe unto the said Isaac Rigas and and Thomas Wiggle the sum of one hundred dollars to be levied on their goods and chattels lands and tenements upon condition that if the plaintiffs shall be condemned in this action and shall fail to pay the condemnation money & costs that the said Joshua Judy & A Turner will pay the costs and condemnation for them.

Joshua Judy
Aquila Turner

Taken and acknowledged in open Court the day and year above written in open Court

Jas H Lee Clk

ation mentioned or some part thereof and I being sued in this action as a casual Ejector and having no title to said premises do advise you to appear at the next term of the Court of Common pleas to be holden on the 12th day of July next in and for said County of Union and State of Ohio and make yourself defendant in My Stead otherwise Judgement will then be entered against me by default and you will be turned out of possession

Richard Roe

June 10. 1839

Union Com Pleas
McDonald Ejectment
Doe ex dem
vs
Richard Roe and
Thomas Fisher
Filed June 26. 1839
James H. Lee Clerk

1541

State of Ohio } Union County Court of Common
Union County Ss } Pleas for the July term 1839

John Doe complains of Richard Roe for that ~~the said~~ James Cox Robert Lemon and Thomas G. McCulloh executors of the last will and testament of Alexander MacDonald late of Baltimore deceased on the first day of March 1837 at the County of Union aforesaid had demised to the said John the following lands and tenements to wit Lying on Millcreek in the County of Union aforesaid and No of survey and entry (4264) four thousand two hundred and sixty four of the Virginia Military lands entered in the name of John Holmes for thirteen hundred and thirty three and one third acres of land and also ten messuages ten cobins one barn sixteen stables seven yards eighty acres of arrable land four hundred acres of pastureland and one thousand acres of wood land and forty acres of land covered with water and thirteen hundred and thirty three acres of land with the appurtenances situate in said County of Union to have and to hold the same to the said John from the 1st day of March in the year 1837 aforesaid for and during the term of ten years thence next ensuing by virtue of which said demise the said John Entered into the tenements and appurtenances and was possessed thereof for the term aforesaid and the said John being so thereof possessed the said Richard afterwards to wit on the tenth day of March aforesaid of the year aforesaid with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage ~~and~~ one dime and therefore he sues &c

by W B Lawrence
his atty

Mr Thomas Wiggle Sir I am informed that you are in possession of or claims title to the premises in this declar

4264 J. Holmes
4264 J. Holmes

John Doe Ex Dem
&c. vs
Thos Wright

Plea

Egreement.

Filed July 13. 1839
Jas H. Gill Clk

John Doe ex Dem James Cox
Robert Lemmon & Thomas E
McCulloch executors of the estate
of Alexander McDonald Dec'd

vs

Thomas Wiggle.

And the said Thomas Wiggle comes and confesses the lease entry and ouster in said declaration mentioned and admits himself to be in possession of the premises in said declaration mentioned and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him and of this he puts himself upon the country &c

By A Hall
his Attorney

Illinois Supreme Court

Thomas Biggs
ads } Bone

Macdonalds Exs

Filed August 6. 1840
James H. Ewing Clk

Know all men by these presents that we John M Blue and Robert Waggle of Union County are held and firmly bound unto James Coy Robert Lemon & Thomas G. McCullah Executors of Alexander McDonald, in the sum of one hundred dollars to the payment of which well & truly to be made we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 6th day of August A.D. 1840

The condition of the above obligation is such that Thomas Thomas Wiggle has taken an appeal from a certain judgment rendered against him in favor Alexander Macdonald's Executors in the Court of Common Pleas within and for the County of Union and State of Ohio at the July Term thereof A.D. 1840 for one cent damages and the sum of Ten dollars eighty three and a half cents costs together with his sum yet to come of & in the premises described in plaintiffs declaration to the Supreme Court within and for the County aforesaid Now if the said Thomas Wiggle shall pay the full amount of the condemnation in said Supreme Court & costs in case a judgment shall be rendered thereon in favor of the appellee, then this obligation shall be void; otherwise in full force and virtue in law

Approved by me

James H. Gillelk

John M'Blue Seal

his
Robert Wigle Seal
mark

Union Supreme Court

John Doe Ex dem.
Madonald Evans
vs } Transcript
Thomas Wright Tenant

Filed August 8. 1840

Jas H. Lee Clk

The State of Ohio Union County }

I James H. Gill Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entries and Judgment are truly copied from the Journals of said Court to wit

John Doe Ex. dem. McDonalds Exrs. vs Richard Roe } July Term 1839 On motion to the Court it is ordered that Thomas Wigle be made defendant in place of the new defendant Richard Roe

John Doe Ex. dem. McDonalds Exrs. vs Thomas Wigle } October Term 1839 Cont.d

John Doe Ex. dem. Macdonalds Exrs vs Thomas Wigle } May Term 1840 Cont.d

John Doe Ex. dem. Macdonalds Executors vs Richard Roe Thomas Wigle tenant } July Term 1840 Ejectment — This day came the parties by their attorneys and submit this cause to the Court upon the issue joined and thereupon the Court do find that the said Thomas Wigle is guilty of the Trespass and Ejectment laid to his charge in manner and form as the John Doe hath complained against him and they assess the damages of the said John Doe by reason thereof to one cent therefore it is considered that the said John Doe recover of the said Thomas Wigle his said Term yet to come of and in the tenements aforesaid with the appurtenances and also his said damages so as aforesaid assessed together with his costs herein expended taxed to Notice of appeal by Defendant

In Testimony whereof I have hereunto set my hand and Seal of office this 8th day of August A.D. 1840

James H. Gill Clerk

Ex. Docket No 1. Page 109

Macdonald's Executors

v

Thomas Wigle

costs $19.60
writ .41

Recd this writ Nov 23d 1841. No property found whereon to levy. Apl 25 1842 Wm Steele Shff

Serv 35
Mile 20
55

Filed Apl 25. 1842
Sat A Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marysville on the twenty fourth day of June A. D., 1841 Pat. Coy Robert Lemon and Thos. G. McCulloch Executors of the will of Alex McDonald decd.

recovered against Thomas Wigle in an action in Ejectment

as well the sum of ~~one~~ ~~dollars~~ ~~and~~ one cent, for their damages, as the sum of $19.60 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Thomas Wigle

you cause to be made the damages and cost aforesaid with interest thereon from the 24th day of June A. D., 1841, until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Plaintiffs

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 23d day of November A. D., 1841

Attest: James H. Gill CLERK.

No. 40-SC-7

Union Common Pleas Court

O Hayden & Co
Plaintiff,

against

Rufus D. Maynard
Defendant.

OCT TERM. 1840

Judg. Dr. Defendant
126. 59/n

Journal 2 Page 282-384

Record No. Page

Ex. Doc. 1 Page 285-400

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Com. Pleas

Peter Hayden & Wm
J Beck. & Precipe
vs [redacted]
Rufus S. Maynard

Filed May 15-40

Jas. H. Gill Clk

Peter Hayden. Wm J. Buck
Richard Hasluck Jr. and
Daniel S. Hasluck trading under
the Style of Peter Hayden & Co
vs
Rufus S. Maynard

Minor Com Pleas May term
1840

In assumpsit. Damages 200 $

Issue a summon returnable next term and endorse suit Brot on Defendants note of hand for 117 $. 59/100 dated on the 26th of March 1839 and due ninety days after date also for goods sold and delivered. Money had & received &c

By W B Lawrence Atty a 15

"Suit brot on defendants note of hand for $117 59/100 dated on the 26th of March 1839 and due ninety days after date. also for goods sold and delivered. money lent and received &c"

M. Lawrence their atty

Sund by delivering a certified copy to Defendant
N Clark Sheriff

Union Com. Pleas

Peter Hayden. Wm. S. Buck
Richard Harlock Jr. &c,

vs } summons

Rufus S. Maynard

Serv	35
Mil	30
Copy	15
	80

Filed May 21st 1840

Ja. W. Gill Clk

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Rufus S. Maynard to appear on the first day of our next term

~~to appear forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House, in said County to answer unto Peter Hayden, Wm. I. Buck, Richard Hasluck Jr. and Daniel S. Hasluck trading under the style of P. Hayden & Co. in a plea of assumpsit Damages $200. Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 15th day of May A.D. 1840,

Jas. H. Gill CLERK.

Union Com Pleas

P Hayden & Co
vs
R. S. Maynard

Nor

Filed June 15. 1840
James H. Gill Clk

Dan 12 6. 59
cost bill made
Recorded

1840

State of Ohio
Union County ss } Union Common Pleas May Term 1840

Peter Hayden William T. Buck Richard Hasluck Jr and Daniel S Hasluck partners in trade under the name of P. Hayden & Co. complain of Rufus S Maynard in a plea of assumpsit for that whereas the said Defendant on the 26th day of March 1839 at Columbus To wit at the County of Union aforesaid made his promissory note in writing and delivered the same to the plaintiffs and thereby promised to pay to the order of said plaintiffs by the name of their said firm ~~firm~~ of P. Hayden & Co one hundred and seventeen dollars and 59 cents in ninety days after date thereof which period has now Elapsed and the said Defendant then and there in consideration of the premises promised to pay the amount of the said note to the plaintiffs by the said name of their firm of P. Hayden & Co according to the tenor and effect thereof yet the said Defendant hath disregarded his promises and and hath not paid the said sum of money or any part thereof to the damage of plaintiffs 200 $ and thereupon they bring suit &c

By J. B. Lawrence their atty

Union Comm Pleas

P. Hayden & Co.

vs } Appeal Bond

R. S. Maynard

Filed Oct 30. 1840

James H. Gill Clk

Know all men by these presents that we Rufus S Maynard and Samuel Maynard are held and firmly bound unto Peter Hayden William J. Buck Richard Hasluck Jr. and Daniel H. Hasluck partners in trade under the name of P. Hayden Ser in the sum of Two hundred and seventy five dollars to the payment of which well and truly to be made we hereby bind ourselves our heirs Executors and Administrators jointly and severally firmly by these presents sealed with our seals and dated this 30th day of Oct. A.D. 1840

The condition of the above obligation is such that whereas the above bounden Rufus S. Maynard has taken an appeal from a Judgment rendered against him in favor of the said P. Hayden Ser at the Oct Term of the Court of Common Pleas in and for the County of Union and State of Ohio for the sum of One hundred and twenty six dollars and fifty nine cents damages and the sum of nine dollars and three cents costs, to the Supreme Court within and for the County aforesaid. Now if the said Rufus S. Maynard shall well and truly pay the full amount of the condemnation money and costs in the same Supreme Court in case a Judgment shall be rendered therein in favor of the appellee then obligation shall be void otherwise in full force and virtue in law

Approved by me
Jas H Gill Clk

R S Maynard (Seal)

Saml Maynard (Seal)

Union Supreme Court

P. Hayden & Co
vs
Z Transcript

R. S. Maynard

Filed Oct. 30. 1860

James H. Lucas Clk

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas in and for the said County of Union do hereby certify that the following entries and Judgment are truly extracted from the Journals of said Court (to wit)

P. Hayden &c
vs
Rufus S. Maynard

October Term 1840

Assumpsit

This day came the plaintiff by his Attorney and the defendant though solemnly called came not but made default, whereupon

It is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised of the premises do assess the plaintiffs damages to one hundred and twenty six Dollars and and fifty nine cents

Therefore it is considered that the said Plaintiff recover of the said defendant the said sum of $126.59 his damages aforesaid so as aforesaid assessed together with his costs in this behalf expended taxed at. Dollars and

Notice of appeal by Deft.

In Testimony whereof I have hereunto set my hand and seal of office at Marysville this 30th day of October 1840

James H. Gill Clerk

Union Common Pleas

P. Hayden &c

vs } mandatt

Rufus S. Maynard

Filed August 5. 1841

James H. Gill Clk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting

We command you that you cause Peter Hayden William S Jack Richard Haslick & and Daniel S. Haslick Partners in trade under the name of P. Hayden & Co. to have execution of a certain judgment rendered in their favor against Rufus S. Maynard by our Supreme Court within and for the said County of Union on the 24th day of June A.D. 1841 for the sum of one hundred and thirty eight Dollars and ninety one cents Damages and $7.91 costs below $2.03

Witness James H. Gill Clerk of said Supreme Court this 4th day of August A.D. 1841

James H. Gill Clerk

Rufus S Meynard
$117.59 dec. June 26 1859
Amity Madison Co. Ohio
No 358
lives near Milford
Union Co. —
Peter H
Wm J. Buck
Richard Jr
Dan S Hasluck

P. HAYDEN & CO.

$117 59 COLUMBUS, O. March 26 1839

Ninety days after date I promise to pay to

the Order of P Hayden & Co

One Hundred Seventeen 59/100 Dollars.

Value received at

R S Maynard

Due

Ex Docket No 1. Page 112

T. Hayden & Co.

v

Rufus S. Maynard

Damages $138..91
costs 16. 94
Writ .41

Rec'd this writ 20 Dec 3. 1841
1842
levied
on 50 acres of land once or
less Survey No 2879. beginning
at a stake in the Original North
line of said Survey thence N 53 E 150
poles to 2 hickories & an Elm being the N.E.
Corner of the land conveyed by Lyon Stan
ling to the Dan'l Maynard thence S 37
E 55 poles to 2 hickories and a Sude
ash another of said Maynards Corners
thence S 53 W 150 poles to a stake
in the line of said S. Maynards land
thence N 37. W to the Beginning
Appraised by the oaths of Mess
Winget Mr Pipen & Daniel Wood
at 6$ per acre Advertised for
Sale March 21. 1842 not sold
for want of Bidders
Filed March 24. 1842 W M Steele Sheriff

Jas. H. Gill Clerk 35
Serv 35
Mile 35
Inquest 1.00
Ash 1.50
Advo 3.25 6.45

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marysville on the 24th day of June A. D, 1841 Peter Hayden Wm. J. Buck Richard Haslick Jr & Daniel S. Haslick trading as P. Hayden & Co

recovered against Rufus S. Maynard

as well the sum of one hundred and thirty eight dollars and ninety one cents, for their damages, as the sum of $16.94 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Rufus S. Maynard

you cause to be made the damages and cost aforesaid with interest thereon from the 24th day of June A. D., 1841. until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said P. Hayden & Co.

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this third day of December A. D., 1841

Attest: James H. Gill CLERK.

P Hayden & Co
vs
Appl
R S Maynard
Filed March 24. 1862
Jas W Ewer Clk

We the undersigners being called upon by Wm W Steele Sheriff of Union County Ohio to appraise 50 Acres of land Survey No 2479 being the land levied on by said Steele as Rufus Maynards property at the suit of P Hayden & Co. after being duly sworn upon actual view we do appraise said land at ——— Six ——— dollars pr Acre Given under our hands and seals this fifth day of March ~~1842~~ A D 1842

Wm O'Hinger (Seal)
Wm C Piper (Seal)
Samuel Woods (Seal)

Ex Docket No 1 Page 116

P. Hayden H/O

v

Rufus S. Maynard

Damages	$138.90
costs	16.94
Summon	6.86
Ret	.41

Recd this writ May 5th
levied May 16. on 3 Mules
2 Horses & 2 Cows as pd Notice
that Saml & Lorrenca Maynard
Claimed property - trial had
before J Farmer J.P. May 25. 1842
Ordered to Deliver property to
pd Saml & Lorrenca, Advertise
land for Sale July 9. 1842
Not sold for want of bidders

W W Steele Shff

Lev	35
Mile	85
Bond	.50
Adver.	3.25

Filed July 9. 1842 $5.15
Jas. H. Gill Clerk

~~Feb 9~~ July 9 sale

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting;

WE command you to expose to sale those lands & tenements of Rufus S. Maynard

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

the sum of $138.91 Damages & $16.94 costs

with interest thereon from the 24 day of June A. D. 1841 until paid.
Also, $6.86 increase of costs, which late in our said Court the said P. Hayden & Co recovered against the said Rufus S. Maynard

as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said P. Hayden & Co

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 5. *day of* May

A. D. 1842

James H. Gill Clerk

Ex. Docket No. 1 page 112

P. Hayden &	60
vs	
R. S. Maynard	

Damages	138,91
Costs	16,94
Increase	11 42
Writ.	41

Advertising —	$00.25
Mileage — —	000 5
Fees for	3,00

Jno R Robinson
Sheriff

Filed April 15th 1846
John Capel clerk

Received this writ March the 7th 1846 — and advertised the within described Real Estate in the Eagle & Pioneer Published and in General Circulation in Union County Ohio for sale on the 11th day of April 1846 at the door of the Court House in said County between the Legal Hours of 10 o'clock A M. and 4 o'clock P M. — for more than Thirty days previous to said 11th day of April 1846 —

April 11th 1846 — I offered the within described Real Estate for sale but not sold for want of bidders

Jno R Robinson Sheriff

advertized

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of Rufus S. Maynard, to wit; fifty acres of land, Bounded & described as follows Begining at a stake in the Original north line of said survey No. 2879 thence N. 53 E 150 poles to 2 hickories & an elm being the N. E corner of land conveyed by Lyne Starling to Samuel Maynard thence S. 37 E 55 poles to 2 hickories and a ~~sugar~~ ash another of said Maynard's Corners thence S. 53 W. 150 poles to a stake in the line of said S. Maynards land thence N. 37 W. to the Begining. Being part of survey No. 2879, which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy P. Hayden & Co. the sum of one hundred & thirty eight — — — dollars and ninety one cents, for their — — — — damages, together with $ 16,94 for their costs, with interest thereon from the 24th day of June A. D. 1841 until paid, which late in our said Court the said P. Hayden & Co. recovered against the said Rufus S. Maynard — — — — — — as of record is manifest. Also, $ 11,42 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Pltffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this fifth day of March A. D. 1846.

John Cassil CLERK.

Ex. Doc. P. 450

P. Hayden & Co

v.

R. S. Maynard

Dam	$138.91
Costs	16.94
Increase	15.18
Interest	2.84
Writ	.41
Service	$0.35
Mileage	5
Advertising	2.5
Fundage	4.32
	$4.97
printers fee	3.00

Wm. M Robinson
Sheriff

Recorded

Received ~~this writ~~ ~~May 26th 1846~~ ~~Served June 10th A.D. 1846~~ ~~on one Bay Horse 8 years old~~ ~~and one Gazel Mare 4 years old~~ ~~one year of age~~

Advertised the within described Real Estate in the Argus a newspaper published and in general circulation in union County for sale at the door of the Court House in said County on the 27th day of July A.D. 1846, Between the Legal Hours — 10 o'clock A.M. & 4 o'clock P.M. ~~in the Argus a News paper published in said Co~~

I offered the above described Real Estate for Sale on the 27th day of July A.D. 1846 at 1 o'clock P.M. at the door of the Court House in Marysville by public out cry (it having been previously advertised for more than 30 days) and sold the same to P. Hayden by Wm. C. Lawrence, for Two Hundred & Sixteen Dollars that being more than Two Thirds of the appraised value thereof - and he being the highest and Best Bidder therefor

Wm. M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Rufus S. Maynard viz. 50 acres of land Survey No 2879. — beginning at a Stake in the Original North line of said Survey, thence N 53 E. 150 poles to 2 hiccories & an Elm being the N E Corner of the land Conveyed by Dryne Starling to Samuel Maynard, thence S 37 E 55 poles to 2 hiccories & a small ash Another of Said Maynards Corners thence S. 53 W. 150 poles to a Stake in the line of Said S. Maynards land thence N 37 W. to the beginning. Appraised at 6$ pr acre

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy P Hayden & Co. the sum of One hundred thirty eight dollars and Ninety one cents, for their damages, together with $16.94 for their costs, with interest thereon from the 24 day of June A. D. 1841 until paid; which late in our said Court the said P Hayden & Co recovered against the said Rufus S. Maynards as of record is manifest. Also $15.18 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said P Hayden & Co.

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 26th day of May A. D. 1846.

John Cassil. CLERK.

P Hayden & ex
vs
R S Maynard

Merits Dale
proof Publication

Filed July 29th 1846
John Cassel, Clerk

State of Ohio Union County ss
P. Bloden publisher of the
Argus a weekly newspaper
published and in general
circulation in the county
aforesaid, makes oath
that the Notice of sheriff
sale hereto attached P. Hayden and Co. vs R. S. Maynard was
published in said paper
from June 17th 1846 to July
27th 1846 consecutively

P. Bloden

Sworn to and subscribed in open court
this 29th day of July 1846 John Cassil Clerk
affidavit 12.

SHERIFF SALE.

P. Hayden & Co. vs. R. S. Maynard. } By virtue of a venditioni exponas to me directed from the court of common pleas of Union county, Ohio, I will offer for sale at the door of the court house, in the town of Marysville, in said county, on the 27th day of July, A. D. 1846, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M., the following described *Real Estate*, to-wit: 50 acres of land, described as follows: part of Survey No. 2879, beginning at a stake in the original north line of said Survey—thence, north, 53 degrees east, 150 poles, to two hickories and an elm, being the north east corner of the land conveyed by Lyne Sterling to Samuel Maynard; thence, south, 37 degrees east, 55 poles, to two hickories and a small ash, another of said Maynard's corners; thence, south, 53 degrees west, 150 poles, to a stake in the line of said Maynard's land; thence, north, 37 degrees west, to the place of beginning. Appraised at $6 per acre.

W. M. ROBINSON,
Sh'ff. of Union Co. O.

June 17 [pr 3] *ts

Supreme Court Case File
Case No. 1840-SC-0008

No. 40-SC-8

Union Common Pleas Court.

A. C. Jennings & Co
Plaintiff,

AGAINST

Samuel Rawley Jr.
Defendant.

JUN 1841

Supreme Court

Judg vs Defendt
$166 36

Journal 1 Page 54

Record No. 1 Page 216

Ex. Doc. 1 Page 236

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

Union Com. Plea

Mrs. Sayre et. al.
vs
Wm Spencer Exrs
A. C. Jennings & Co

Filed Oct. 31. 1840
James H. Fitch Clk

JUN 1841

Know all men by these presents that Wm Sayre and Samuel Hawley John Hawley and W. B. Irwin are held and firmly bound unto A. C. Jennings and Jas. W. Evans under their firm of A. C. Jennings & Co in the sum of Three hundred and twenty five dollars to the payment of which well and truly to be made we bind ourselves our heirs Executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 31st day of October A. D. 1840

The condition of the above obligation is such that whereas the above bounden Wm Sayre and Samuel Hawley have taken an appeal from a Judgment rendered against them in favor of the said A. C. Jennings & Co in the Court of Common Pleas in and for the County of Union at the October Term thereof A. D. 1840 for the sum of One hundred and fifty one dollars and ninety nine cents damages and $9.68 costs to the Supreme Court within and for the County of Union. Now if the Wm Sayre and Samuel Hawley shall pay the full amount of the condemnation money in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellees then this obligation shall be void otherwise be and remain in full force and virtue in Law

Approved by me

Jas H Lee Clk

W Sayre (Seal)

S Hawley (Seal)

John Hawley (Seal)

William B. Irwin (Seal)

Union Com. Pleas

A. C. Jennings & Co

vs } mandate

William Sayre dec'd

Filed August 5. 1841

James H. Gill Clerk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting

We command you that you cause Absolem C. Jennings and James W. Evans partners in trade under the name of A. C. Jennings & Co. to have Execution of a certain Judgment rendered in their favor against William Sayre Samuel Harley and Alonzo Whitney by our Supreme Court within and for the said County of Union on the 24th day of June A.D. 1841 for the sum of one hundred and sixty six dollars & $\frac{36}{100}$ Damages and $[illegible]$ costs ~~[illegible]~~ below $9.68

Witness James H. Gee Clerk of said Supreme Court this 3d day of August A.D. 1841

James H. Gee Clerk

Union Common Pleas.

A. C. Jennings & Co.
vs.
Saml. Hawley et al.

Debt $325, discharged upon payment of - - — $105.00
Costs, — 9.79
Fees Mit, — 0.41

Recd this amt Oct. 29, 1842.

Recd ~~Oct~~ 29. 1842 $35.26
also Pltffs Receipt for 74.35
109.61
also Cash ~~Hawley~~ 10.22
$119.83

Filed October 31, 1842.
John Cassil, Clerk
pro tem.

Serv 35
Mile 50
Bond 2.38
3.23

Amt due Oct 30. $119.83

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the thirtieth day of August, — A. D., 1842, A. C. Jennings and James W. Evans recovered against Samuel Hawley, John Hawley and William B. Irwin impleaded with William Sayre, — as well the sum of three hundred and twenty five dollars, to be discharged upon payment of 105 dollars, ~~and~~ ~~cents~~, for their Debt, — ~~damages~~, as the sum of $ 9. 79 — for their — costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Samuel Hawley, John Hawley and William B. Irwin, impleaded with William Sayre, you cause to be made the ~~damages~~ Debt and costs aforesaid, with interest thereon from the 30th — day of August, — A. D., 1842, until paid. Also, the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said A. C. Jennings and James W. Evans. —

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

Witness ~~James H. Gibb~~, Clerk of said Court, at the Court House aforesaid, this Eighth — day of October, A. D., 1842.

Attest: John Cassil, CLERK, protem.

Receive nothing but Specie or 10 per Cent. discount on paper money —

J. C. Drummond

Ex Docket No 1 Page 113

A. C. Jennings & Co.

v

Wm. Sayre et al.

Damages	$166.36
costs	17.59
writ	1.41

Recd this writ Decr 3d 1841

No property found whereon to levy March 19th 1842 W W Steele Shff

Serv .35
Mile .25

Filed March 26. 1842
Pat. H. Gillespie

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court ~~of Common Pleas~~ Supreme of said County, begun and held at the Court House in Marysville on the 24th day of June A. D., 1841 ~~Jas. W. Evans & A. C. Jennings~~ Absolem C. Jennings and James W. Evans partners under the name of A. C. Jennings & Co.

recovered against William Sayre Samuel Hasley & Alonzo Whitney

as well the sum of one hundred and sixty six dollars and thirty six cents, for three damages, as the sum of $17.59 for three costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said William Sayre Samuel Hasley & Alonzo Whitney

you cause to be made the damages and cost aforesaid with interest thereon from the 24th day of June A. D., 1841. until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said A. C. Jennings & Co

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this three day of December A. D., 1841

Attest: James H. Gill CLERK.

122

No. 40-SC-8

Union Common Pleas Court

A. C. Jennings & Co. Plaintiff,

against

William Sayre et al Defendant.

JUN TERM 1841

Judg. vs. Pltf
$166. 36/11

SC

Journal 1 Page 51

Record No. 1 Page 216

Ex. Doc. Page

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Com. Pleas

A. C. Jennings & Co

vs } Precipe

~~Alias~~.

William Sayre et. al.

Filed July 7th 1860

Ja. W. Gile Clk

James Absolem C Jennings
and James R Evans. trading under
the name of their firm of
A. C. Jennings & Co
vs
William Sayre Samuel Hawley
and Alonzo Whitney

Assumpsit
damage 200 $.

Issue a Summon returnable forthwith and endorse Suit Brot on Defts note of hand given to plaintiffs by the said name of their firm of A C Jennings & Co on the 5th day of October 1839 and due the first day of April nex thereafter for 147 $. and 44 cents also for goods sold and delivered &c

By W B Lawrence their
Atty

Union Com. Pleas

A. C. Jennings

vs } Summons

Wm Sayre et al

Serv — 75
Mil — 50
Copy — 45
$1,70

Filed July 8. 1840
Jas W Gill Clk

Suit Brot on defts
note of hand given
to plaintiffs by the said
name of their firm of
A. C. Jennings & Co on
the 5th day of Oct
1839 and due the 1st
day of April next thereafter for $147 & 44 cts
also for goods sold and
delivered &c

By W. C. Lawrence their
atty

Served by delivering a
certified Copy to each
defendants
E Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Mr Sayre Samuel Hawley & Alonzo Whitney

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Absolem C. Jennings and Jas. M. Evans under firm of A. C. Jennings & Co

in a plea of a Assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 7th day of July A.D. 1840

Jas. H. Gill CLERK.

Union Com Pleas

A C Jennings & Co
vs
Wm Sayre et als

Filed July 29. 1840

Jas. H. Gill Clerk

$151.99

cost bill made

Recorded

State of Ohio } July Term Court of Common
Union County SS } Pleas 1840

Absolem C Jennings and James W Evans Partners in trade under the name of A. C. Jennings & Co complain of William Sayre, Samuel Hawley, and Alonzo Whitney in a plea of assumpsit for that whereas the said Defendants on the 5th day of ~~August~~ October 1839 at the County of Union made their promisory note in writing and delivered the same to the said plaintiffs and thereby promised to pay the said plaintiffs by the said name of their said firm of A C Jennings & Co or Order one hundred and forty ~~dollars~~ seven dollars and forty four cents on or before the first day of April next (meaning the next after the date thereof) which period has now Elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiffs by the name of their said firm of A. C. Jennings & Co. according to the tenor and Effect thereof, yet the said Defendants have disregarded their promise and have not paid the said sum of money nor any part thereof to the damage of the plaintiffs 200 $. and thereupon they bring Suit &c By W A Lawrence their atty

Sagre V. Hawley
Note
$147.44 cts

On or before the first day of
April next we or either of us promise
to pay A. C. Drummings & Co. or order
One Hundred and Forty Seven Dollars and
44/100 cts for Value Rec this 5th day of Oct 1839

William Sayre
S. Crawley
A. Whitney

Union Supreme Court

A. C. Jennings & Co

vs

Wm Sayre et al.

Filed Oct. 31. 1840

James H Lindsley Clk

1840

The State of Ohio Union County ss

I. James H. Gill Clerk of the Court of Common Pleas in and for the said County of Union do hereby certify that the following entry and Judgment are truly copied from the Journals of said Court to wit

A. C. Jennings & Co
vs
William Sayre et al

October Term 1840 Union Com. Pleas
Assumpsit — This day came the plaintiffs by their attorneys and the defendants though solemnly called came not but made default

whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised of the premises do assess the damages of the said plaintiffs to one hundred and fifty one dollars and ninety nine cents — Therefore it is considered that the same plaintiffs recover of the said defendants the said sum of $151.99 their damages aforesaid so assessed and also their costs in this behalf expended taxed at dollars and

Notice of appeal by Defts

In Testimony whereof I have hereunto set my hand and official seal this 31st day of Oct A.D. 1840

James H. Gill Clerk

D 158
5
T.93

No. 40-SC-9

Union Common Pleas Court

C. Dee & Co
Plaintiff,

against

Silas G. Strong
Defendant.

JUN TERM. 1841

Judg. Vs. Defendant
$269 14/11

SC

Journal 1 Page 56 324

Record No. 1 Page 218

Ex. Doc. 1 Page 230

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Com. Pleas

Cyprian Lee & Co.

vs. Precipe

Silas G. Strong.

Filed May 20-1860

J. H. Gill Clk

Cyprian Lee and
Marius Wasson members of
the late firm of C. Lee & Co
vs
Silas G Strong

Union Com Pleas
May term 1840
In assumpsit
Damages $250.00

Issue a summon returnable forth
with and endorse Suit Brot to recover the amt
and interest of Defts Note of hand for 177 $ 61/100
cents dated July 24th 1839 and due at date
to ~~Defendants~~ Plaintiffs also for goods sold
and delivered &c

By W. B. Lawrence atty for
Plff

Union Com Pleas

Lee H Watson
vs
L. G. Strong

Declaration
filed June 15. 1870
James H. Gillett
Dam 191 11/100
cost bill made
Recorded

State of Ohio
Union County ss

Union Com Pleas May term 1840

Cyprian Lee and Mains Wasson late partners in trade under the name of C. Lee & Co Complain of Silas G Strong in a plea of assumpsit for that whereas the said Silas G Strong on the 24th day of July A.D. 1839 at the County of Union aforesaid made his ~~promissory note~~ due Bill in writing and delivered the same to the said Cyprian Lee and Mains Wasson and thereby acknowledged to be due ~~promised to pay~~ the said Cyprian Lee and Mains Wasson by the said name of their firm of C. Lee & Co one hundred and seventy seven dollars and sixty one cents at the date thereof as aforesaid which period has now Elapsed, and the said Silas G Strong then and there in Consideration of the premises promised to pay the Amt of the said due bill to the said Cyprian Lee & Mains Wasson by the said name of their firm of C. Lee & Co according to the tenor and Effect thereof And also for that whereas the said Defendant on the day and year aforesaid at the County aforesaid was indebted to the plaintiffs in the further sum of two hundred dollars for the price and value of goods then and there ~~Bargained and~~ sold and Delivered to the plaintiffs to the Defendant at his request and whereas Defendant ~~on the~~ afterwards on the 25. day of July 1839 in Consideration of the premises then and there promised to pay the Amount of the said Several sums on request to the plaintiff yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them or any part thereof ~~but have~~ to the damage of the plaintiffs two hundred and fifty dollars and therefore they bring Suit &c

By to Lawrence their atty

$ 1.00 [illegible] given in settlement for one dollar
To be added to Cr J G S

J G Storey
$ 177.67
1
12.857

Dun & Lee & Co or bearer one hundred and
seventy-seven dollars and sixty one cents
Value Recd July 24th 1839

Silas. G. Strong

Union Com. Pleas

Oppician Lee & Co

vs } Summons

Silas P. Strong

Serv — 25
Mil — 5
Copy — 15
55

Suit brot to recover the amount & interest of deft.'s note of hand for $177.61/100 cents dated July 24th 1839 and due at date to Plaintiffs — also for goods sold and delivered &c &c

W. B. Lawrence Atty for Plffs

Filed by Delivering a certified Copy to Deft

P. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Silas P. Strong

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House, in said County to answer unto Appreian Lee & Morris Masson members of the late firm of C. Lee & Co.

in a plea of Assumpsit Damages $250.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840.

Jas. H. Gill CLERK.

Union Com. Pleas

C. Lee & Co.

vs Appeal Bond

Silas G. Strong

Filed Nov. 4. 1840

Jas. H. Gill Clerk

1840

Know all men by these presents that we Silas G. Strong & W. W. Woods are held and firmly bound unto Cyprian Lee and Marius Mason in the firm of C. Lee and Co. in the sum of Four hundred dollars to the payment of which well and truly to be made we bind our selves our heirs Executors and administrators Jointly and severally firmly by these presents sealed with our seals and dated this 4th day of Nov. A.D. 1840

The condition of the above obligation is such that whereas the above bound Silas G. Strong has taken an appeal from a judgment against him in favor of the said C. Lee & Co. rendered by the Court of Common Pleas in and for the County of Union aforesaid at the October Term thereof A.D. 1840 for the sum of one hundred and ninety one dollars and three cents damages and $8.47½ costs to the Supreme Court within and for the County of Union. Now if the said Silas G. Strong shall well and truly pay the full amount of the condemnation money in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellee then this obligation shall be void. Otherwise remain in full force and virtue in Law

Approved
Jas. H. Lee Clerk

Silas G. Strong (Seal)

W. W. Woods (Seal)

Union Supreme Court

Mason and Lee

vs } Transcript

Silas G. Strong

Filed Nov. 4. 1840

James H. Lucette

The State of Ohio Union County ss

I, James H. Gee Clerk of the Court of Common Pleas in and for the County of Union do hereby certify that the following entry and Judgment are truly copied from the Journals of said Court to wit

Lee and Wason vs Silas G. Strong } October Term A.D. 1840 Union Com. Pleas

Assumpsit — This day came the plaintiff by his attorney and the defendant though solemnly called came not but made default Whereupon it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a day and the Court being fully advised in the premises do assess the plaintiffs damages to one hundred and ninety one dollars and eleven cents Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $191.11 their damages aforesaid so as aforesaid assessed and also their costs in this behalf expended taxed at dollars and cents Notice of appeal by Deft

In Testimony whereof I have hereunto set my hand and Seal of office this 4th day of Nov. A.D. 1840

James H. Gee Clerk

Execution Docket No 1 Page 101

C. Lee & Company
vs
Silas G. Strong

Damages	$209.14
Cost	16.38
Increase	2.47
Writ	.41

Recd this Writ June 20. 1843.
Levied [illegible] in
Conjunction with another
Execution in favor of M.
M. Woods, on One Bay
Mare & 1 Buggy Wag
-gon, - not Sold for want
of time July 3. 1843
M. M. Steele Shff

Dec 35
Mile 5
40

Filed July 4th 1843
John Capel Clerk

THE STATE OF OHIO, UNION COUNTY, SS.
TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those goods and chattels of Silas G Strong, to wit; one Brown two year old colt, one Pied Cow & eleven other Cows,

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

the sum of two hundred and nine dollars and fourteen cents for their damages as the sum of sixteen dollars and 38½ cents Cost

with interest thereon from the 24th day of June A. D. 1841 until paid,

Also, $ 2,47 increase of costs, which late in our said Court the said C. Lee & Co. recovered against the said

Silas G Strong

as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforsaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said C. Lee & Co

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this 20th day of June A. D. 1843.

John Cassil Clerk.

1 Reed
1 Red, Brim Head
1 Yellow, Brockface
1 White
1 Do Blk Spotted
1 Brown
1 Black
1 Bro. Whiteface
1 Dark Brindle
1 Brindle Starface
1 Red Lined Back
1 Brok Face

12

Execution Docket No 1 Pg 101

C. Lee & Company
vs
Silas G. Strong

Damages $202.14
costs 16.38
writ .41

Recd this writ Nov 13th 1841.
Levied upon 1 Brown Queen
old Wolf 1 Pied Cow
11 Other Cows. Nov 15. 1841
Advertised property for
Sale Feb 15 1842 not
Sold for want of bidders
M M Black Shff

Levy 35
Mile 5
Ad 1.25

Filed Feb 16. 1842
J. H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marysville on the twenty fourth day of June A. D., 1841 Cyprian Lee & Manderson late partners under name of C. Lee & Co.

recovered against Silas G. Strong

as well the sum of Two hundred and nine dollars and fourteen cents, for three damages, as the sum of $16.28 for three costs and charges in that behalf expended, as of record is manifest. and the same have been remanded for Execution You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong

you cause to be made the damages and costs aforesaid, with interest thereon from the twenty fourth day of June A. D., 1841, until paid. Also, the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said C. Lee & Co

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 13th day of November A. D., 1841

Attest: James H. Gill CLERK.

No. 40-SC-10

Union Common Pleas Court

W. W. Woods
Plaintiff,

against

Silas G. Strong
Defendant.

JUN TERM. 1841

Judg. Dr. Defendant
$194.28

SC

Journal 1 Page 56

Record No. 1 Page 227

Ex. Doc. 1 Page 233

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

W W Woolls
vs } Praeipe
Silas P Throop

Filed May 20 1840
J H Gill Clk

W W Woods for the use of Erastus Martin vs Silas G Strong

Court of Common Pleas of the Term of May in the year 1840

In assumpsit Damages 200$

Issue a summons returnable forthwith. Endorse suit brot. on Bept. Note of hand given to Plaintiff for one hundred & seventy two dollars dated Dec 10th 1839 due on the 18th day of March 1840 Also for goods sold & delivered for money lent & on an account stated

May 19th 1840

W B Cole atty for Pltff

Jurors from Pleas
Wm H Woods for &c
vs Ezra Crumpit

Silas G Strong

Filed June 17. 1840
Jas. H. Gill Clk
cost bill made
Recorded

1840

State of Ohio Union County } Court of Com Pleas May Term in the year 1840

Wm W Woods for the use of Erastus Martin complain of Silas G Strong in a plea of assumpsit for that whereas the said Silas G Strong on the 10th day of December in the year 1839 at the County of Union made his promissory note in writing & delivered the same to the said Wm W Woods. (who sues for the use of the said Erastus Martin, and the said Silas G Strong ~~said Martin~~ by said note promised to pay the said W W Woods One hundred and seventy two dollars on or before the 18th day of March 1840 which period has now elapsed. and the said Deft then & there in consideration of the premises promised to pay the amount of said note to the pltff for the use aforesaid according to the tenor and effect thereof. And also for that whereas the said Deft on the day & year last aforesaid at the County aforesaid was indebted to the pltff in the sum of two hundred dollars for the price and value of goods sold & delivered by pltff to Deft at his request. And in two hundred dollars for money then & there lent by pltff to Defendant at his request. ~~And in two hundred dollars~~

And whereas the defendant afterwards on the first day of april 1840 in Consideration of the premises promised to pay the said several sums of money on request yet he hath disregarded his promises & hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the pltff two hundred dollars & therefore he sues &c

By P B Cole his atty

Union Com. Pleas

W. M. Woods for the use of Erastus Martin

v

Silas. G. Strong

Serv	35
Copy	20
Mil	5
	60

Suit brot on Defts note of hand given to plaintiff for one hundred and twenty two dollars dated Decr 10th 1839. due on the 18th day of March 1840 also for goods sold and delivered for money lent & on account stated May 19. 1840

P B Cole atty for Pltff

Filed by Delivering a certified copy to Deft. V. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Silas G Strong

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House, in said County to answer unto W W Woods for the use of Erastus Martin

in a plea of a pmmpsit Damages two hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20 day of May A.D. 1840

J H Gill CLERK.

Union Com Pleas

W. W. Woods for use

as Z appeal Bond

Silas G. Strong

Filed Nov. 4. 1840

Jas H. Gillett

Know all men by these presents that we Silas G. Strong & James R. Smith are held and firmly bound unto W. W. Woods in the sum of Three hundred and Eighty dollars to the payment of which well and truly to be made we bind ourselves our heirs Executors and administrators jointly and firmly by these presents sealed with our seals and dated this 4th day of Nov. A.D. 1840

The condition of the above obligation is such that whereas the said Silas G. Strong has taken an appeal from a Judgment against him in favor of the said W. W. Woods for the use of Crosby Winston. rendered by the Court of Common Pleas in and for the County of Union and State of Ohio at the October term thereof A.D. 1840 for the sum of one hundred and seventy ~~eight~~ seven dollars & Eighty four cents damages and the sum of $8.52½ costs to the Supreme Court within and for the County of Union. Now if the said Silas G. Strong shall pay the full amount of the condemnation money in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellee then this obligation shall be void otherwise in full force and virtue in Law

Approved by me
Jas. H. Gill Clerk

Silas G. Strong (Seal)
James R. Smith (Seal)

Union Supreme Court

Wm. W. Woods for vs

as Transcript

Silas G. Strong

Filed Nov. 4. 1840

James H. Ewell

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas in and for the County aforesaid do hereby certify that the following Entry and Judgment are truly copied from the Journals of said Court Court

W. W. Woods for use vs Silas G. Strong } Assumpsit

October Term 1840

This day came the plaintiff by his attorney and the defendant though solemnly called came not but made default Wherefore it is considered that the plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to one hundred and seventy seven dollars and Eighty four cents. Therefore it is considered that the same plaintiff recover of the said defendant the said sum of $177.84 his damages aforesaid so as aforesaid assessed together with his costs in this behalf expended taxed at Dollars and cents

Notice of appeal by Deft

In Testimony thereof I have hereunto set my hand and seal of office at this 4th day of Nov A.D. 1840

James H. Gill Clerk

Union Common Pleas

W. W. Woods for &c

vs } mandate

Silas G. Strong

Filed August 5. 1861

James A. Eccelle

The State of Ohio Union County ss

To the Court of Common Pleas in and for said County Greeting

We command you that you cause William W Woods for the use of Erastus Martin to have execution of a certain Judgment rendered in his favor against Silas G Strong by our Supreme Court within and for the said County of Union on the 24th day of June AD 1841 for the sum of one hundred and ninety four Dollars and 28/100 Damages and $7.91 costs costs below $8.52p

Witness James H. Gill Clerk of said Supreme Court this 4th day of August A.D. 1841

James H. Gill Clerk

Ib .434

Union Common Pleas

C. Lee & Co.

vs } mandate

Silas P. Story

Filed August 5. 1841

James A. Lee Clerk

The State of Ohio Union County ss

To the Court of Common Pleas within and for the said County of Union Greeting

We command you that you cause Lyman Lee and Manus Mason late Partners under the name of C. Lee & Co. to have Execution of a certain Judgment rendered in their favor against Silas F. Strong by our Supreme Court within and for the County aforesaid on the 24th day of June A.D. 1861 for the sum of two hundred and nine & 14/100 Dollars Damages and $7.91 costs costs below $8.47 16,38

Witness James H. Gill Clerk of said Supreme Court this 3d day of August A.D. 1861

James H. Gill Clerk

Ex. Dock. No 1 Page 104

Wm W. Woodstock

v

Silas G. Strong

Damages $194.28

costs 16.45½

Increase 1.22

Recd this writ May 4. 1842
levied by instruction of Pltfs
Atty Aug 15. upon S G Strong
interest in 26 Cows 30 hogs
20 Sheep hay in the Barn &
Barrack & three stacks of
hay - also in Conjunction with
another Execution in favor
of M Warn v S G Strong
~~[illegible]~~
~~1842~~ on 13 Cows. Advertised
property for sale Aug 27
1842. Sold 10 Cows for $52.50
the residue of the property
Replevied by E P Morse
Aug 27. 1842
Filed Aug 27. 1842 W W Steele Shff
Cost of Replevin
Serv 35
Mile 5
Advertising 1.25
Pound 1.00 $2.65

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said County, begun and held at the Court House in Marysville on the 24th day of June A. D, 1841 W. Woods fa. &c

recovered against Silas G. Strong

as well the sum of one hundred and ninety four ——— dollars and twenty eight cents, for his damages, as the sum of $16.43½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong

you cause to be made the damages and cost aforesaid with interest thereon from the 24th day of June A. D., 1841. until paid. Also, the sum of $0.81 the costs of increase in said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said W. Woods

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 4th day of May A. D., 1842

Attest: Jas. H. Gill CLERK.

Docket No. Page 104

Wm H Woodson

v

Silas G. Strong

damages	$194.28
costs	16.43¾
Ext	.41

Rec'd this writ Nov 17. 1842
Returned without service
by order of Plff. Atty
Apl 25. 1842
D W Stul Shff

Fees 35
Mil 5

Filed April 26. 1842
Pa H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas of said~~ County, begun and held at the Court House in Marysville on the 24th day of June A. D., 1841 Wm. W. Woods for &c

recovered against Silas G. Strong

as well the sum of one hundred and ninety four dollars and twenty eight cents, for his damages, as the sum of $16.63¾ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong (The said Judgment having been remanded to this Court for execution)

you cause to be made the damages and costs aforesaid, with interest thereon from the 24th day of June A. D., 1841, until paid. Also, the sum of $0.41 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Wm W Woods for &c

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this Seventh day of November A. D., 1841

Attest: James H. Gill CLERK.

No. 40-SC-11

Union Common Pleas Court

Stephen McLain
Plaintiff,

against

Silas G. Strong
Defendant.

OCT TERM. 1840

Judg. Dr. Defendant
$108. 22/11

Journal 2 Page 261-335

Record No Record. Page

Ex. Doc. 1 Page 232

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Union Com Pleas

Stephen McLain

vs } Praecipe

Silas G Storey

Filed May 19th 1846

Sa. H. Gill Clk

Stephen McLain } In a plea of Damages one hundred
Atlas vs G Strong } and fifty dollars

Issue a summons returnable forthwith

Endorse suit brot on a note of hand given by Defendant to plaintiff for ninety six dollars 12 cents dated August 14th 1838 due one day after date Also for goods sold & delivered. Also on an account stated

P B Cole atty for Pltff

May 19th 1840

Union Com Pleas

Stephen McLain

vs } Declaration
} assumpsit

Silas G Strong

Filed June 15. 1840

Jas. H. Gillett

cost bill made

State of Ohio }
Union County } ss

Stephen McLain }
vs } Court of Com Pleas May Term 1840
Silas G Strong }

In assumpsit Damages $150.

Stephen McLain Complains of of Silas G Strong in a plea of assumpsit for that whereas the said Silas on the 14th day of August in the year one thousand Eight hundred and thirty eight at the County of Union made his promissory note in writing & delivered the same to the said Stephen McLain and thereby promised to pay to the said Stephen McLain or order ninety six dollars twelve cents one day after date which period has now elapsed and the said Silas G Strong then and there in consideration of the premises promised to pay the amount of said note to the said Stephen McLain according to the tenor and effect thereof. And also for that whereas the said Silas G Strong on the 14th day of August AD 1838 at the County of Union was indebted to the said Stephen McLain in the sum of ninety six & 12/100 dollars for the price and value of goods then & there sold & delivered by pltff to Deft at his request. And also for that whereas the said Silas G Strong on the 14th day of August in the year 1838 at the County of Union was indebted to the pltff in the further sum of ninety six 12/100 dollars for money found to be due from the Deft to the pltff on an account then & there stated between them. And whereas the Deft afterwards on the first day of Sept AD 1838 in Consideration of the premises promised to pay the said several sums of money to the pltff on request yet he hath disregarded his promises and hath not though often requested paid the said several sums of money nor either of them nor any part thereof to the damage of the pltff one hundred & fifty dollars & therefore he sues

By O W Slade his atty

Supreme Court

Silas G. Strong
ad
Stephen McLain

Filed June 24th 1841
James H. Lee Clerk

Silas G. Strong
vs
Stephen McLain

In Supreme Court for Lane Term
1841. of Minor County

This defendant now come and on leave of the Court for that purpose first obtained defends &c and says that he did not assume and promise in manner and form as the said McLain hath thereof above declared against and of this he puts himself upon the Country and the said plaintiff doth the like

By W. B. Lawrence atty for Deft

Plaintiff will take notice that on the trial of this case Defendant will insist and give in evidence that before and at the time of the commencement of this suit plaintiff was indebted to the Defendant in the sum of four hundred dollars for money paid by the Defendant for the use of Plaintiff at his request also in the sum of 100 $. for money lent and advanced by Defendant to and for the use of plaintiff at his request Also in the sum five hundred dollars for money found to be due the Defendant from the plaintiff on an account then and there stated between them and that Defendant will ask that so much as will equal the amt due plaintiff of the said several sums due defendant may be off set against the plaintiff demand and the Defendant will insist upon a Judgment in his favor for the balance of the said several sums or so much thereof as may be found due Deft

By W. B. Lawrence his atty

Union Com. Pleas

Stephen McLain

vs } Summons

Silas G. Strong

Serv	35
Mil	4
Copy	15
	55

"Suit brot on a note of hand given by defendant to plaintiff for ninety six dollars 12 cts. dated August 14th 1838, due one day after date. Also for goods sold & delivered. Also on an account stated".

P. B. Cole atty for pltff

Summons by delivering a certified copy to the Deft
N. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Silas P. Strong

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House, in said County to answer unto Stephen McLain

in a plea of assumpsit Damages $150.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 19th day of May A.D. 1840.

Jas. H. Gill. CLERK.

Union Com. Pleas

Stephen McLain

vs Appeal Bond

Silas G. Strong

Filed Nov. 4. 1840

Jas. W. Gilleland

cost bill made

Recorded

1840

Know all men by these presents that we Silas G. Strong & W. W. Woods are held and firmly bound unto Stephen McCain in the sum of two hundred and fifty dollars to the payment of which well and truly to be made we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 4th day of November AD. 1840

The condition of the above obligation is such that whereas the above bounden Silas G. Strong has taken an appeal from a Judgment against him in favor of the said Stephen McCain rendered in the Court of Common Pleas in and for the County of Union and State of Ohio at the October Term thereof AD 1840 for the sum of one hundred and eight dollars and twenty two cents damages and $8.41/4 costs, to the Supreme Court within and for the County of Union aforesaid. Now if the said Silas G. Strong shall pay the full amount of the condemnation money in said Supreme Court and costs in case a Judgment shall be rendered therein in favor of the appellee then this obligation shall be void otherwise in full force and virtue in Law

Approved
Jas H Ewbank

Silas G Strong (Seal)

W W Woods (Seal)

United States Supreme Court

Stephen McLain

vs Transcript

Silas G. Strong

Filed Nov. 4. 1840

James H. Lockett

The State of Ohio Union County }

I. James H. Gill Clerk of the Court of Common Pleas in and for the said County of Union do hereby certify that the following entry and judgment are truly copied from the Journals of said Court to wit

Stephen McLain October Term 1840 Union Com. Pleas

vs } Assumpsit. This day came the plaintiff by his attorney

Silas G. Strong } and the defendant though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requesting a jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to one hundred and eight Dollars and twenty two cents It is therefore considered that the said plaintiff recover of the said defendant the said sum of $108.22 his damages aforesaid in form aforesaid assessed together with his costs in this behalf expended taxed at dollars and

Notice of appeal by Deft

In Testimony whereof I have hereunto set my hand and seal of office this 4th day of Nov. A.D. 1840

James H. Gill Clerk

Union Com Pleas

Stephen M Lair
vs } mandate
Silas G. Strong

Filed August 5. 1841

James & Gill Clerk

The State of Ohio Union County ss

To the Court of Common Pleas within and for said County Greeting

We command you that you cause Stephen McLaine to have Execution of a certain Judgment rendered in his favor against Silas G. Strong by our Supreme Court within and for the said County of Union on the 24 day of June A.D. 1841 for the sum of $118.22 damages and $7.99¾ costs cost below $8.47¾

Witness James H. Gill Clerk of said Supreme Court this 4th day of August A.D. 1841

James H. Gill Clerk

16.47

Ex Docket No 1 Page 105

Stephen McLaine

v

Silas G. Strong

damages	$118.22
costs	16.47
writ	.41

Recd this writ Nov 18. 1841
Recd One hundred Thirty
dollars & Sixty two Cents
Decr 14 1841 pr Receipts of
Plaintiff
Made in full Decr 14.
1841 N Steele Shiff
$138.73

Sew	35
Mil	5
Pon d.	67
	107

Filed March 14 1842
Jas H. Gillelen Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court ~~of Common Pleas~~ Supreme of said County, begun and held at the Court House in Marysville on the 24th day of June A. D., 1841 Stephen McLain

recovered against Silas G. Strong

as well the sum of one hundred and eighteen dollars and twenty two cents, for his damages, as the sum of $16.47 for costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that, of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong (the said Judgment having been remanded to this Court for Execution)

you cause to be made the damages and costs aforesaid, with interest thereon from the 24th day of June A. D., 1841, until paid. Also, the sum of $6.41 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Stephen McLain

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 17th day of November A. D., 1841

Attest: James H. Gill CLERK.

Union County Ohio

Stephen McLain
&
Silas G Strong

Judgement in S. Court &
brought down on mandate
to the Com Pleas Nov. Term 1841

Received Thirty Dollars on the
above Judgement Nov. 22 1841
also the further sum of ten
dollars same day making in
all forty dollars

P & Cole atty for
Plaintiff

P & Cole atty for

Stephen McLain
vs
Silas G Strong

Judgement in Supreme Court Union Co Ohio June Term 1841 on which Mandate was sent down to Common Pleas & Execution awarded Nov. Term 1841 Received on the above Judgement Sixty four dollars and Sixty two cents of Silas G Strong it Being the Balance by him paid to the Franklin Bank as my security

Marysville Nov 22d - 1841

$64.62

Stephen McLain

8.14

19.65