No. 41-SC-1

Union Common Pleas Court

Joseph Johnson Plaintiff,

against

Wm. W. Woods Defendant.

JUN TERM. 1841

Judg. Vs. Defendant
$8323\frac{16}{11}$

Journal SC 1 Page 55

Record No. 1 Page 230

Ex. Doc. 1 Page 234

Union Common Pleas

Joseph Johnson
vs Z mandate
Wm. W. Woods

Filed August 5, 1841
James H. Gill Clerk

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 Joseph Johnson to have execution of a certain Judgment rendered in his favor against William W. Woods by our Supreme Court within and for the said County of Union on the 26th day of June A.D. 1841 for the sum of three hundred and twenty three $\frac{16}{100}$ Dollars Damages and $7.91¼ costs costs below $8.27¼

Witness James H. Gill Clerk of said Court this 3rd day of August A.D. 1841

James H. Gill Clerk

No. 41-SC-1

Union Common Pleas Court

Joseph Johnson
Plaintiff,

against

W. W. Woods
Defendant.

APR TERM 1841

Judg. vs. Defendant

803. 93/4

Journal 2 Page 305-334

Record No. No Record. Page

Ex. Doc. 1 Page 234

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

Union Com Pleas

Joseph Johnson
vs Z Jno
William E. Woods
Filed Oct 9. 1840
James H. Gill Clk

Joseph Johnson
vs
William W Woods

To Mon Com pleas oct term 1840

Pl assumpsit Damages $.350.00

Issue Summon returnable forthwith endorse suit Bro of on defendants. Joint and Several Note of hand executed by one Daniel Cox and defendant for three hundred and nineteen dollars and $\frac{63}{100}$ given to plaintiff on the 10th day of December 1839 and due four months after date also for goods sold and delivered &c

By W. C. Lawrence his atty

W. Wm. Woods
&
Danl. Cox
to
Jo. Johnson

Received forty
dollars this 29
day of June 18[illegible]

Four months after date I or either of us promise to pay to Joseph Johnson or order the sum of Three hundred and nineteen Dollars Sixty three cents. with interest from date —

$319.63 cts December 10th 1839

Wm. H. Woods

Daniel Goe

Union Com. Pleas

Joseph Johnson

vs } Summons

William W. Woods

Serv 25
Mil 5
Copy 15
55

Suit brot on defts joint and several note of hand executed by one Daniel Coe and defendant for three hundred and nine teen dollars and 63/100 given to plaintiff on the 18th day of December 1839 and due four months after date also for goods sold and delivered &c

By W. G. Lawrence atty.

Surety Release
& certified copy to Defdt
T. Cauthorn

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William W. Woods

to appear

forthwith ~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Joseph Johnson

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 aforesaid, this 9th day of Oct A.D. 1840

James H. Gill **CLERK**.

Union Com Pleas

Joseph Johnson

vs } law

Mr W Woods

Filed Nov. 11. 1840.

Jas H. Fitzclark

cost bill made

Recorded

1841

State of Ohio Union County ss } October term 1840 Union Com Pleas

Joseph Johnson Complains of William W. Woods in a plea of assumpsit for that whereas the said Wm W. Wood Jointly and Severally with one Daniel Coe on the 10th day of December 1839 at the County of Union aforesaid made his promissory note in writing and delivered the same to the said Joseph Johnson and thereby promised to pay the said Joseph Johnson or order three hundred and nineteen dollars and 63/100 with interest from date four months after date which period has now elapsed and the said Wm W. Woods then and there in consideration of the premises promised to pay the amount of the said note to the said Joseph Johnson according to the tenor and effect thereof yet the said Defendant hath disregarded his said promises and has not paid the said sum of money nor any part thereof to the damages of the plaintiff 350 $. and therefore he brings suit &c

By W Lawrence his atty

Union Com. Pleas

W W Woods

vs Official Bond

Joseph Schuser

Filed May 14. 1861

James H. Gieblk

Know all men by these presents that we W. W. Woods and A. Stilling are held and firmly bound unto Joseph Johnson in the sum of Six 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 14th day of May A.D. 1841

The condition of the above obligation is such that whereas the above bound W. W. Woods has taken an appeal from a certain judgment rendered against him in favor of the said Joseph Johnson 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. 1841 for the sum of three hundred and three dollars and 93/100 Damages and the sum of $8.27½ costs to the Supreme Court within and for the County aforesaid, Now if the said W. W. Woods shall pay the full amount of the condemnation in said Supreme Court and costs in case a Judgment shall be entered thereon in favor of the appellee, then this obligation shall be void otherwise in full force and virtue in law

W. W. Woods (Seal)

Alexander Stilling (Seal)

Union Supreme Court

Joseph Johnson

vs Z Transcript

Wm. W. Woods

Filed May 14. 1861

Jas. 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 correctly copied from the Journals of said Court to wit

Joseph Johnson vs Wm W. Woods } April Term 1841 Assumpsit This day came the plaintiff by his attorney and the defendant though solemnly called came not but made default. Therefore neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the plaintiffs damages at three hundred and three dollars and 93/100 Therefore it is considered that the plaintiff recover of the defendant the said sum of $303.93/100 his damages aforesaid in form aforesaid assessed together with his costs in this behalf expended taxed at

Notice of appeal by Deft

In Testimony whereof I have hereunto set my hand and seal of office this 14th day of May 1841

James H. Gee Clerk

Ex Docket. No. 1 Page 110

Joseph Johnson

vs

John W. Woods

Damages $323.16

costs 16.19

writ .41

Recd this writ Decr 30 1841 No property found whereon to levy Apl 27 1842 Wm W Stockstill Shff

Serv 35
Mile 05
40

Fees Apl 27. 1842

James H. Gillelk

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 Joseph Johnson

recovered against Wm W. Woods

as well the sum of three hundred and twenty three dollars and sixteen cents, for his damages, as the sum of $16.19 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 Wm W. Woods

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 Johnson

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.

Execution Docket No. 1 page 110

Joseph Johnson

vs

W. W. Woods

Costs	16.19
Indian	81
Writ	41
Serv	35
Mile	5
	40

Filed Oct 3d 1844
John Cassil
Clerk

The Sheriff may return this writ as far as I am concerned, without further service Oct 2 1844 Wm Dalrymple

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action in Assumpsit lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Joseph B. Johnson was plaintiff, and William W. Woods was defendant, the costs of the said Suit were taxed at Sixteen dollars & nineteen cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said William W. Woods in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 24th day of June A. D. 1841 until paid, and costs that may accrue, also 81 cents increase cost. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 26th day of August A. D. 1844

John Cassil CLERK.

No. 41-SC-2

Union Common Pleas Court

John B. Cranston
Plaintiff,

against

M. M. Woods
Defendant.

APR TERM 1841

Judg. Dr. Defendant
$207 12/4

Journal 2 Page 303-334

Record No. No Record. Page

Ex. Doc. 1 Page 234

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

Union Com. Pleas

John W. Cranston
vs
William W. Woods
Fieri Oct 9. 1840
James H. Gill Clk

John B Cranston
vs
William W. Woods

To Union Com Pleas October
1840

In assumpsit damages $300.00

issue Summon returnable forthwith and endorse suit Brot on Defendants Joint and Several note of hand for $229.36/100 executed by ~~with~~ one Daniel Coe and Defendant and given to plaintiff on the 10th day of December 1839 and due four months after date also for goods sold and delivered &c

By W C Lawrence his atty

John B. Cranston
vs } Nar
Wm W. Woods
Filed Nov. 11. 1840
Jas. H. Gill Clerk
cost bill made
Recorded
1841

State of Ohio Union County ss Oct term Court of Com Pleas 1840

John B Crawson Complains of W. W. Woods in a plea of assumpsit for that whereas the said Defendant Jointly and severally with one Daniel Coe on the 10th day of December 1839 at the County aforesaid made his certain promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay the said plaintiff or order two hundred and twenty nine dollars and $\frac{36}{100}$ with interest four months from the date thereof which period has now elapsed and the said Defendant then and there in consideration of the premises promised to pay the amount of the said Note to the plaintiff according to the tenor and effect thereof ~~yet the said~~ also for that whereas the said Defendant on the day and year aforesaid at the County aforesaid was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods then and there sold and delivered to the ~~Defendant~~ by the plaintiff at his request and where as the Defendant afterwards on the 20th day of June 1840 at the County aforesaid in consideration of the premises promised then and there to pay the said several sums of money to the plaintiff on request yet he has disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff 300.$. and thereupon he brings suit &c By W C Lawrence his atty

[illegible] on Mr. [illegible] Court of Morrow

June 24 1840
Rec.d on the within
forty Dollars

Four months after date, we or either of us promise to pay to John B. Cranston or order the sum of Two hundred and twenty nine Dollars and thirty six cts with interest from date — December 10th 1839

$229.36

Wm N Woods

Daniel Cox

Union Com. Pleas

John W. Cranston

vs } Summons

William W. Woods

Ser	34
Mil	5
Copy	15
	54

Suit brot on defendants Joint and several note of hand for $229.36/100 executed by one Daniel Lee and defendant and given to plaintiff with 10th day of December 1839 and due four months after date also for goods sold and delivered &c

By W. C. Lawrence his atty

Filed by Plaintiff
Certified Copy to Deft
B. Clark Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William W. Woods

to appear

forthwith ~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas,

in and for the County aforesaid, at the Court-House in said County to answer unto

John B. Cranston

in a plea of assumpsit Damages Three hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of

said Court, at the Court-House aforesaid, this

9th day of Oct A.D. 1840

James H. Gill CLERK.

Union Com. Pleas

W. W. Woods

vs } Appeal Bond

Allen B. Cranston

Filed May 14. 1841

James H. Geiselle

Know all men by these presents that we W. W. Woods and Alex Stillings are held and firmly bound unto John B. Cranston in the sum of Four 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 ~~20th day of April A.D. 1861~~ 14 day of May A.D. 1861

The condition of the above obligation is such that whereas the said W. W. Woods has taken an appeal from a certain Judgment rendered against him in favor of the said John B. Cranston 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. 1861 for the sum of Two hundred and Seven dollars and twelve cents Damages and the sum of $8.27½ costs to the Supreme Court within and for the County aforesaid Now if the said W. W. Woods 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

W. W. Woods (Seal)

Alexander Stillings (Seal)

Union Supreme Court

John B. Cranston

vs 3 Transcripts

Wm. W. Woods

Filed May 14. 1841

James H. Ewd Clerk

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 to wit

John B. Cranston vs Wm W Woods } April Term 1841 Union Com. Pleas Assumpsit This day came the plaintiff by his attorney and the defendant thoroughly solemnly called came not but made default

Thereupon neither neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the plaintiffs damages to two hundred and seven dollars and $\frac{12}{100}$. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $207 $\frac{12}{100}$ his damages aforesaid so as aforesaid assessed together with his costs in this behalf expended taxed at

Notice of Appeal by Deft

In Testimony whereof I have hereunto set my hand and seal of office this 14th day of May 1841

James H. Gill Clerk

Ex Docket No 1. Page 111

John B. Cranston
&
Wm R. Woods
Damages $217.97
costs 16.18
writ 1.40

Recd this writ Dec 30 1841 No property found whereon to levy Apl 27. 1842 Wm N Steele Shff

Serv .35
Mile .05
.40

Filed Apl 27. 1842
Dan'l Gill 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 Marysville on the 24th day of June A. D., 1841 John B. Cranston

recovered against Wm W Woods

as well the sum of Two hundred and nineteen dollars and ninety seven cents, for his damages, as the sum of $16.18¾ 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 Wm W. Woods

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 $6.41 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 John B. Cranston

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.

Ec. Dor. No. 1 pag. 111

John B. Branston
vs
W. W. Woods

Costs	16 19
Increase	81
Writ	4
Fees	35
Mile	5
	40

Filed Oct 3d 1844
John Cassil
Clerk

The Sheriff may return this writ so far as Executed, without further service Oct 2. 1844
Wm B. Lawrence

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action in assumpsit lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein John B. Cranston was plaintiff, and William W. Woods was defendant, the costs of said suit were taxed at sixteen dollars nineteen cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said William W. Woods in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 24th day of June A. D. 1841 until paid, and the increase costs amounting to 81 cents and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 26th day of August A. D. 1844

John Cassil CLERK.

No. 41-SC-3

Union Common Pleas Court

McGhain & Harrison
Plaintiff,

against

Silas G. Strong
Defendant.

OCT TERM 1840

Judg. Dr. Defendant
$258. 74/4

Journal 2 Page 284-335

Record No. Page

Ex. Doc. Page

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

Union Com. Pleas

Mr. Sloan & Harriott

vs } Summons

Silas G. Strong

Serv — 35
Mil — 5
Copy — 20
60

Filed May 20. 1840
Jas. H. Gill Clk

Suit brot to recover $500.00 for the price & value of Diverse goods wares & merchandize sold by plffs to deft. at his request — Also on an account stated — Also for money lent. &c

P. & B. Cobb Atty for plffs

Served by delivering a certified Copy to Silas G. Strong
Chas. Vrey Shff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Silas G. Strong

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House, in said County to answer unto Robert McIlvain and Edgar Harriott under the firm of McIlvain & Harriott in a plea of assumpsit Damages $500.00 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. 1800.

Jas. H. Gill CLERK.

Union Comm Pleas
McGrew & Hancott

vs } Declaration
} in assumpsit

Silas P Strong
Filed June 15. 1840
James H. Gill Clk

Bill made
Recorder

1840

State of Ohio } Court of Com Pleas May Term
Mon County } A D 1840

Robert McGloan & Edgar Thornton partners in trade under the name of McGloan & Thornton Complain of Silas G Strong in a plea of assumpsit for that whereas the said Silas G Strong on the first day of May in the year eighteen hundred & forty at the County aforesaid was indebted to the plaintiffs in the sum of five hundred dollars for the price & value of divers goods wares & merchandise then & there sold & delivered by Pltffs to Deft at his request & also for that whereas the said Silas G Strong on the first day of May A D 1840 at the County aforesaid was indebted to the plaintiffs in the further sum of five hundred dollars for money found to be due from the Defendant to the plaintiffs on an account then & there stated between them & whereas the Deft on the day & year last aforesaid was indebted to the plaintiffs in the further sum of five hundred dollars for money then & there lent by the plaintiffs to Defendant at his request. And whereas the Defendant afterwards on the tenth day of May A D 1840 in consideration of the premises then & there promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises & though often since requested he hath not paid the said several sums of money nor either of them nor any part thereof to the Damage of the plaintiff five hundred dollars and therefore they sue By Pbbola their atty

Union Com. Pleas

McIlvaine & Hamiott

vs } mandate

Silas G. Strong

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 Robert McSloane and Edgar Harriott Partners under the name of McSloane & Harriott to have Execution of a certain Judgment rendered in their favor against Silas G. Strong 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 $269.55 damages and $9.21¼ costs below $16.84¼

Witness James H. Gill Clerk of the said Supreme Court this 4th day of August A.D. 1841

James H. Gill Clerk

McAran & Hamilton

vs

Silas G. Avery

Filed Nov. 20. 1841

Jas H. Gilbert

Your docket as Jas H. Gilbert

Withdrawn

Jas. H. Gilbert Atty

McIlvain & Harriott
v
Silas G. Strong

Union Cond Pleas
on mandate

Issue an execution in the
above case for the sum
Costs $0 00 as not paid
Nov. 20th 1847

Dock fees & other
P. B. Cole atty
to whom the cause is owing

Union Supreme Court

Silas G. Strong

adv } Sub

McBlonie & Hamilt

Served by reading to Levi
Churchill Wm Woods &
Wm B Walter not found
June 22. 1861

W. M. Steele Sheff

Service — .37½
Mil .05
.42½

Fee June 23. 1861

Jas H. Fitzhugh

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Levi Chinchice W W Woodrow Wm B. Walter

to be and appear before our Supreme 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 Silas G. Strong in a certain matter in controversy in our said Court depending: wherein McIrvain & Hamilton are plaintiffs, and Saiv Strong 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 said court at the court house aforesaid, this Eighteenth day of June A. D. 1841.

James H. Gill CLERK.

Union Com. Pleas

S. G. Strong
ads
McIlvaine & Harrison
Filed Apr 28. 1840
Jas. H. Gilbert

S. G. Strong
vs
McGhane & Harriott

Union Com Pleas for Oct
term 1840
in assumpsit

Clerk will issue a subpoena for Aaron Skinner Wm B. Walter and Wm Steele on behalf of Deft By R B Lawrence his atty

Union Com Pleas

J. G. Strong
vs
M. Abram & Hariott

Pla

Filed Sept 28. 1860
Jas. H. Geiselman

S. G. Strong
vs
McGhane & Harriott

Union Com Pleas May term 1840
In Assumpsit

And the said Defendant comes and defends &c and says that he did not assume and promise in manner and form as the plaintiffs have declared against him and of this he puts himself upon the Country and the plffs doth the like

By D. C. Lawrence his a'ty

McIlvain & Harrett
vs Ex Praecipe
Silas G Morey
Filed May 26th 1840
Ja. W. Gill Clk

Not McIlvain & Edgar Harriott under the firm of
McIlvain & Harriott
vs
Silas B Strong } In assumpsit Damages $500

Issue a summons returnable forthwith. Endorse suit not to recover $500.00 for the price & value of Diverse goods wares & merchandise sold by pltffs to deft at his request Also on an account stated Also for ~~goo~~ money lent

May 19th 1840

J. B. Cole Pltffs atty

Story
ads

McIlvain & Hamm

Filed Oct 8. 1840
James H. Gimbel

Silas G Strong } for trial Oct Term 1840
ads
Wm Ilvane
Levi Churchill Junr

issue Sub for Wm W. Woods, Cornell & Pollock on behalf of Deft returnable forthwith by W. Lawrence his atty

Strong
ads } Sub
McFlamarlee

Serv 12½
Mil — 5
17½

Filed Oct 8, 1840
Jas H Gier Clk

Serv'd by reading to Clark the writ

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON W. W. Woods & A. Pollock

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,~~ forthwith to testify and the truth to speak on behalf of Silas G Strong in a certain matter in controversy in our said Court depending: wherein McGloain & Hamett ~~are~~ is plaintiff, and Saml Strong is defendant. And this ~~we~~ 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 8th day of Oct A.D. 1840.

James H. Gill Clerk.

Union Com. Pleas

J. G. Strong

ads

McSloan & Hamm

Serv 37½

Copy — 12½

Mil — 30

,80

Filed Oct 6. 1840

Jas H. Gill Clk

Served by reading to the within & annexed and by copy to Lib & Statters C Clark Shff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Aaron Skinner Mr. B. Walter & William W. Steele

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~~ third day of next Term, to testify and the truth to speak on behalf of S. G. Strong in a certain matter in controversy in our said Court depending: wherein McClure & Harriott are plaintiff, and S. G. Strong 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 28th day of Sept A.D. 1846.

James H. Gill Clerk.

Union Com. Pleas

McWilliams & Hamott

vs Appeal Bond

Silas G. Strong

Filed Nov 4th 1840

Jas H Gee Clerk

Know all men by these presents that we Silas G. Strong & W. W. Woods all of Union County and State of Ohio are held and firmly bound unto Robert McIlvain and Edgar Hamott under the name of their firm of McIlvain and Hamott in the sum of Five hundred and sixty dollars to the payment of which well and truly to be made we bind our selves our heirs executors and administrators 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 bounden Silas G. Strong has taken an appeal from a Judgment rendered in our Court of Common Pleas in and for the County of Union and State of Ohio at the October Term thereof A.D. 1840 against him & in favor of the said McIlvain and Hamott for the sum of two hundred and fifty eight dollars and forty four cents damages and the sum of $20.74 costs, To the Supreme Court written and for Union County Ohio Now if the said Silas G. Strong shall well and truly pay the condemnation money in said Supreme Court 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. Gee Clerk

Silas G Strong (Seal)

W W Woods (Seal)

Union Supreme Court

McElvain and Harris

vs } Transcript

Silas G. Strong

Filed June 11. 1841

James H. Geddes

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 to wit

McElvain & Harriott vs Silas G. Strong 3 Assumpsit October Term 1840

This day came the parties by their Attorneys and thereupon came a Jury to wit Chester Fancher Stephen Dysert Cyprian Lee Eli Lundy Daniel Williams Joseph H. Richy John Andrews Wm B. Orr Thomas Farmer A. G. Jennings George Rice and Adam Wolfore who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant did assume and promise in manner and form as the plaintiffs have complained against him and they assess the plaintiffs Damages by reason thereof to the sum of two hundred and fifty-eight dollars and forty four cents Whereupon it is considered that the said plaintiffs recover of the said Defendant the said sum of $258.44 Notice of appeal by Deft

In Testimony whereof I have hereunto set my hand and affixed the seal of said Court this 11th day of June A.D. 1841

James H Gill Clerk

Forward Brot over

Jan 25 1840		1/2 qr paper	.15
"	"	1/2 Bushel Clover Seed	6.00
" 28	"	thread	.19
"	"	paid Leo. Westlake	1.81
"	"	paid Dr Mosp	.81
" 29	"	paid John Landsdown	3.50
"	"	1 Bottle Ink	.13
Feb 3	"	1/4 lb Snuff	.13
"	"	1/4 " " Sentol	.12
"	"	2 qts wine	.75
" 8	"	paid Tanner for ashes	1.28
" 10	"	paid Munsell bill	1.75
" 14	"	paid Thos F Woods	.54
" 17	"	lb Saleratus	.19
" 21	"	paid Demoss Tea & Coffee	.41
" 27	"	1 doz Eggs pr Steele	.06
"	"	1/2 lb Tobacco to Dr Mosp	.16
" 29	"	paid Thos F Woods	.41
"	"	4 Doz Eggs	.25
March 2	"	paid Thos F Woods Tea & Coffee	.41
April 18	"	paid Thos F. Woods Bal on Ticket of F. of 1. 1840	.41
			$334.95

Cr.

Decr 13. 1839	R P Morris Note	$73.88	
Jan 25 1840	Cash	2.43	$76.31
	Balance due		$258.44

Nicholas A. Morris
Book Acct
Board

Mr. Silas G. Strong in a/c with
Edgar Harriott & Robert McGlocin

Sept 9. 1839	Balance on Bills of Goods		$28	12
" " "	6 papers Tobacco			38
" 10 "	1 2/3 lb Butter pr Dr Moss			21
" 11 "	8 " Rice	12½	1	00
" " "	paid J. W. Steele		9	33
" " "	1 qt Brandy			63
" " "	1 decanter			50
" " "	6 yds Muslin pr Rallam &			96
" " "	Buttons " "			06
" 12 "	paid J. W. Steele			66
" " "	1 Pack Lucofoces			12
" 13 "	2 Skeins Silk pr Cheney			13
" 16 "	1 qt Brandy			63
" 18 "	2 pr. Socks	37½		75
" 21 "	1 qt Brandy			63
" " "	4 lb Butter pr Dr Moss	12½		50
" 23 "	1 " Coffee "			19
" " "	¼ " Tea "	88		22
" 24 "	2½ yds Hard times	62½ pr Rallam	1	56
" " "	2 " Muslin	15		30
" " "	¾ " Drilling			16
" " "	Thread			12
" 27 "	6 yds Sheeting	15		90
" " "	6 Buttons			24
" " "	1 pt Brandy			31
" " "	1 qt " "			63
" " "	½ lb Tobacco			16
" 28 "	¾ " Batting	18¾		14
" " "	paid J. Abbinn		7	00
" " "	paid Dr Moss			83

Forward

Amt Brot over

Sept 30. 1839	1 pt Brandy	" 31	
" " "	1 Yd Ticking	" 25	
" " "	1 6¾ Yd Linsey 25	4 " 18	
" " "	½ lb Chrom Yellow for wilkinson	" 28	
Oct 1. "	3 prs Socks 37½	1 " 13	
" " "	1 " Shoes	1 " 75	
" " "	2 Bosoms 75	1 " 50	
" " "	2 Collars 25 for Kellum	" 50	
" 4 "	2 papers Tobacco	" 12	
" 5 "	paid D. Moss	" 38	
" " "	½ qr paper	" 13	
" " "	1 qt Brandy	" 62	
" " "	2 papers Tobacco	" 13	
" 7 "	1 Almanac	" 06	
" 8 "	2½ lb Coffee for D. Moss	" 50	
" " "	Wine	" 50	
" 9 "	paid Showers for order	23 " 00	
" " "	" " " "	10 " 00	
" " "	Salt for house Dogt	" 06	
" 11 "	2 papers Tobacco 6	" 13	
" 12 "	Sulphur	" 06	
" " "	2⅞ Doz Eggs	" 17	
" " "	1 lb Tobacco for D. Moss	" 31	
" 14 "	1 qt Brandy	31	
" " "	paid Jas Sutton for ord.	1 " 27	
" 16 "	2 lb Coffee	" 38	
" 17 "	1 qt Brandy	" 63	
" 21 "	1 qt "	" 62	
" 26 "	Bateman Drops	" 13	
" " "	paid Jas Sutton for ord.	2 " 00	
" " "	½ qt Letter paper	19	

Forward

Amt Brot over

Oct 28. 1839	Suit & Trimmings		27 " 93
" " "	1 over Coat Do		21 " 42
" " "	paid Rev Lackner		1 " 25
" " "	¾ Yd Silk Velvet 4.50		3 " 37
" 29 "	1 Bottle Opodeldoc		" 19
" 31 "	Blk Cream		" 08
" " "	5/8 lb Coffee 18¾		1 " 00
Nov 2. "	1 Axe for Simon		2 " 25
" " "	paid Miss Toby for ord.		15 " 80
" " "	1 qt Brandy		" 63
" " "	Onions		25
" " "	1 Lamp		25
" " "	1 qt Oil		38
" 4 "	paid D. Moss		50
" 6 "	2 lb Ginger 25		50
" 8 "	1 qr paper		25
" " "	paid John Sutton for ashes		1 " 56
" 9 "	paid Mahaffey 66 lb Flour 2.75		1 " 81
" " "	1 pt Brandy		" 31
" " "	2⅞ Yds Bro Cloth 5.00		14 " 38
" " "	¾ " Silk Velvet 4.50		3 " 37
" " "	1 " Padding		" 44
" " "	¾ " Canvas 44		33
" " "	2 " Col Muslin 18¾		37
" " "	2½ " Summer Cloth 75		1 " 88
" " "	7 Sheet Wadding		" 12
" " "	7 Skeins Silk		" 44
" " "	1 Spool Cotton		" 10
" " "	1 prs tape		" 06
" 11 "	¼ Yd Bobinet 75		19
" " "	1 Tawed		12

Forward

Cont'd Brot over

Nov. 13. 1839		1/2 qr paper	" 12
" " "		paid Daniel Munsell 1 knife	" 75
" " "		1/2 Yd Muslin pr Cherry	" 10
" " "		1 pt oil	" 19
" 19 "		1 pt Brandy	" 31
" 21 "		1 paper pins	" 13
" " "		5 Yds Apron Check 25	1 " 25
" " "		11 1/3 " Shirting 16	1 " 81
" " "		4 1/3 " Country Flannel 62	2 " 70
" " "		9 " Buckskin Fancies 31	2 " 81
" " "		9 " Summer Cloth 75	6 " 75
" " "		1 Box Hook & Eyes	" 16
" " "		1/2 lb Tea 88	" 44
" " "		1 Thimble	" 03
" 22 "		paid Di Moss	" 50
" " "		1 pt Brandy	" 31
" 25 "		1 pt Lamp Oil	" 19
" 26 "		paid Di Moss 3 Yds Shirting 18	" 56
" 27 "		1 qt Brandy	" 63
" " "		paid A Tanner pr ox	" 78
" " "		1 lb Rice	" 13
" 29 "		1 qt Oil	" 38
" 30 "		paid Alvin Randall	5 " 00
Dec 2 "		paid Henry Ammes Son	1 " 50
" " "		1 Pad Lock	" 31
" 3 "		5 1/3 lb Coffee 18	1 " 00
" " "		1 qt Brandy	" 63
" 5 "		1 1/2 lb Nails 12	18
" " "		paid for Black Salts	3 " 57
" 7 "		1/2 qr Paper	13
" " "		1 qt Brandy	" 62

Forward

Carried Brot Down

Dec 10. 1839	paid D. Moss	1	75
" " "	1 qt Brandy	"	88
" " "	1 " Lamp Oil	"	34
" 11 "	1/2 lb Tea pr Stale 88	"	44
" 12 "	1 Bbl Flour	4	50
" " "	1/8 lb Wicking 38	"	42
" 14 "	paid Boy Watt	"	63
" " "	paid Showers per Ord	10	06
" 16 "	Balance on Feathers	1	62
" " "	1 Bottle Opodeldoc	"	19
" 17 "	paid Worley for ashes	1	31
" 18 "	1 pt Brandy	"	31
" " "	1 Razor	2	00
" " "	paid D. Moss	4	21
" 21 "	20 lb Salt 2d	"	40
" 28 "	1 Horse Card	"	19
" 30 "	1 lb Tobacco pr Dr Moss	"	31
" 31 "	1 pt Brandy	"	31
Jan 2. 1840	paid order to Wm Worley	1	37
" 4 "	paid D. Moss	2	81
" 6 "	paid Reed for ashes	"	78
" 7 "	paid Parthamer for ashes	"	84
" 8 "	paid Showers per order	30	00
" " "	30 lb Salt	"	68
" " "	1 pt Brandy	"	31
" 9 "	paid D. Moss	"	50
" 10 "	paid Palmer Boy for ashes	"	56
" 18 "	1 pr Mittens pr D. Moss	"	31
" " "	1 Coffee Mill	"	75
" 22 "	1 Vial Paregoric	"	13
" 23 "	paid Churchill for ashes	"	69

Forward

41-SC-4

No.

Union Common Pleas Court

Valentine F. Shower
Plaintiff,

against

Starling & Atkinson
Defendant.

OCT TERM. 1840

Judg. Vs. Plff.

Journal 2 Page 289

Record ~~No~~ No Record. Page

Ex. Doc. 1 Page 86

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

Union. ~~Co.~~ Court. C.P.

C. F. Shoner
vs
Boyce Sterling & al

Pltf allowed upon filing bond in sum of 100 $ with security to the acceptance of the Clerk. By Court
J R Swan
Pres J.

Filed July 7, 1840
Jas H Lee Clk

Recorded
1840

Your orator therefore prays that the sd Lynn Sterling and Richard Atkinson be made defendant hereto by due process of subpoena to answer all & singular the premises.

That the sd Contract with the sd Sterling may be set aside & cancelled and that your orator may hold the sd land free from the operation of the sd Contract with the sd Sterling. Or in case your orator is not entitled to this relief, that your orator may have the benefit of the occupying claimant law under the direction of this Court as though that relief had been given upon the trial of the sd suit in ejectment, according to the provisions of the Statute in that case provided. and that the sd defendant may be enjoined from further proceedings at law & from taking out execution on the sd judgment of ejectment

That your orator may have such other & further relief in the premises as shall be agreeable to equity & good Conscience.

And your orator will ever pray &c

G. W. Powell Complt's Sol.

Union County. B. Valentine F. Shoner being duly sworn in open Court upon his oath says that the facts & circumstances set forth in the above bill as therein set forth as of his own knowledge are true and so far as set forth as from the information of others he verily believes the same to be true. and further says not.

Subscribed & sworn to in open Court this 7th day of July A.D. 1840.

Jas. H. Gillespie

Valentine F. Shoner

To the Judges of the Court of Com. Pleas
for the County of Union in Chancery sitting.

The petition of Valentine J. Shover respectfully represent unto your Honors that some time in or about the year 1829 — your petitioner purchased of Eli Williams 125 ——— acres of land situate in the said County of Union in Survey No. 2991. in the Virginia Military land and which land was by the said Eli Williams duly conveyed to your Petitioner by a deed duly executed and acknowledged and now herewith shown to the Court in which deed the said land is thus described, to wit; a certain tract or parcel of land lying in the County of Union and on the waters of Scioto river bounded as follows beginning at N. E. corner, the beginning corner of said Survey at 2 hackes, buckeye & elm, thence S. 10° E. 200 poles to a stake, thence W. 10° S. 100 poles to a stake, thence N. 10° W. 200 poles to 2 beech & sugar trees, thence E. 10. N. 100 poles to beginning Containing 125 acres more or less, and being part of Survey No 2991 by John Phillips of 1330 acres — and which deed is dated December 16. 1829 as herewith shown the Court. And your Petitioner further represent that your petitioner purchased the said land of the said Eli Williams in good faith and without any fraud or collusion on his part and paid for the same the sum of Sixty two ——— and sixty two dollars — And your petitioner represent that your petitioner immediately after the execution of the said deed entered into possession of the said land, and has remained in possession thereof until the present year and during that time has made on the said land a large amount of lasting & valuable improvements, to wit, cleared 100 acres of land and fenced the same built thereon a house, barn & out buildings

and planted on the said land an orchard of fruit trees
&c. amounting in all in value to the sum of
eight hundred dollars.

Further represents that the said Eli Williams —
derives title to the said land in the following manner
the said Survey No 2991 was patented to John Williams
on the 24th day of August 1803 by the President
and agent of the U. States. and that afterwards John Phillips
~~obtained~~ on or about
obtained a decree of the Court of Common Pleas
for Delaware County ~~against~~ (Where the said
land was then situate) against the said Patentee
for the conveyance of the said land to him; and the
said Phillips afterwards to wit,
conveyed the same land by deed duly executed to Orris
Parish and Gustavus Sloan which deed is duly recorded
in the office of the Recorder of Deeds in Delaware
County where the said land was situate as aforesaid,
and from whom the said Eli Williams ——
derives his title by deed duly executed & recorded in Delaware
County Book 8 page 180.
And your petitioner further represents that afterwards
the said decree in favor of the said Phillips was
reversed in the Supreme Court of this state; and
~~the~~ ~~the said Sterling his title~~
title to the said land by some right or title unknown to your petitioner
~~to~~ Lyne Starling now ~~has~~ claims. Some time
afterwards on or about October 30. 1832
the said Sterling represented to your petitioner that his
your petitioner's title was defective; and that he
the said Sterling would sell to your petitioner his
title upon very favorable terms; and that he
would give your petitioner any credit he might
wish over & above any time which might be
in the first instance agreed upon as the
terms of payment. And ~~therefore entered into~~

~~the contract hereto attached (A) with the~~
said Sterling, ~~for the sale~~ then represented to your
orator that he had a good & perfect title from the
Patentee John Wilkins and that he would show your orator
such title before your orator would be required to
pay anything on the said land in case your orator
should take a contract from him the said Sterling
and by such fair promises on the part of said Sterling
your orator being an ignorant illiterate man unac-
quainted with law or business entered into the said
Contract with ~~your said~~ the said Payne Sterling for
186 acres of land including the aforesaid land by a
contract herewith shown to the Court Marked (A).
That the said Sterling always afterwards refused to show
to your orator any title he had for the said land
but on the contrary thereof at the October Term 1836,
of Union County Court of Com. Pleas prosecuted
an action in ejectment against your orator to
recover possession of ~~your~~ the aforesaid land and
eject your orator from the said 125 acres and
the improvements thereon made aforesaid. And at the
time the said action of ejectment came on to a trial
your orator was extremely sick with a disease which
confined him for a long time to his bed, and was
wholly unable to attend to the said suit, or to employ any one to do for him, and therefore
the said Sterling obtained judgment in the said
action of ejectment against your orator without
defence to the said suit, or your orator having an opportunity to have the relief of the oc-
~~your~~ cupying claimant law. Your orator has
ever since been in possession of the said land
and the said Sterling, soon after the said recovery and while your
orator was so in possession, sold the same land to Richard
Atkinson, ~~and~~ who is now prosecuting an other action
of ejectment against your orator to recover possession
of the said land which action was tried in the Court of

Com. Pleas and ~~was~~ appeals to ~~pending in~~ the Supreme Court for the ~~sd~~ County of Union - where judgment has been rendered - went to this court for execution.

Your Orator further show that upon the trial of the said cause ~~Court of Com. Pleas~~ before the Counsel for Sterling & Atkinson refused to show that the said Sterling has any title to the said land but claim that your Orator was, by means of the said Contract for the sale of the said land to your Orator as afore, a tenant to the said Sterling and therefore precluded from denying the title of Sterling and therefore also not entitled to the relief of the occupying claimant law, which claim the Court sustained and rendered judgment against your Orator without the said Sterling showing any title to the said land other than claiming your Orator as tenant as afore, and without giving your Orator the relief of the occupying claimant law. but the said Supreme Court said that your Orator had relief in Chancery as your Orator has been informed by Counsel & verily believes.

And your Orator further shows unto your Honors that the said Sterling ~~moved his action~~ sued a writ of possession upon the said judgment in ejectment first above mentioned; and the Sheriff who was about to turn your Orator out of possession upon the said writ, took for your Orator a lease or a memorandum in writing that your Orator leased & rented the land for a limited period from the said Atkinson. This was done because at the time the weather was very inclement (being in November) and your Orator being unable then to procure any house to shelter himself & family ~~so~~ to otherwise than to into the street & expose himself & family to the open weather, and therefore was forced to take the said lease or memorandum supposing that the same could not operate injurious to your Orator; but which the said Atkinson has since used on the afore trial to prevent your Orator to set up an adverse title.

Union Common Pleas

Valentine P. Shover

vs } Inj. Bond

Richard V. Atkinson

Filed July 18. 1840

James H. Gill Clk

Know all men by these presents that we Valentine F. Shover and Aaron Tossey are held and firmly bound unto Richard W. Atkinson in the sum of one hundred dollars to the payment of which well and truly to be made we jointly and severally bind ourselves our heirs Executors and administrators sealed with our seals and dated this 18th day of July 1840

The condition of the above obligation is such that whereas the above named Valentine F. Shover 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 within & for said County at June Term thereof 1840 ~~Same County Common Pleas~~ by the said Richard W. Atkinson against the said Valentine F. Shover in an action of Ejectment in the Supreme Court within and for said County June Term 1840 for his Term yet to come, of and in the premises described in the said Atkinsons declaration together with the sum of $26.91 costs until the matter ~~thereof~~ can be heard in Equity. Now if the said Valentine F. Shover shall pay all moneys due or to become due from him the said Shover in said Judgment and all moneys and costs which shall be decreed against the said V. F. Shover in case said injunction shall be dissolved, then this obligation shall be void, otherwise in full force and virtue in law

Approved this 18. day of July A.D. 1840
Jas. H. Gill Clerk

Valentine F. Shover (Seal)

Aaron Tossey (Seal)

Union Supreme Court

v. J. Shover

Slattery & Atkinson

Filed June 23. 1861

James H. Lockett

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 entries are ~~Judgments~~ decrees and truly copied from the journals of said Court to wit

V. F Shover vs Lyne Starling & Richard W. Atkinson } July Term 1840

on motion to the Court by T. W. Powell Sol. for the complainant it is ordered that an injunction be allowed as prayed for in the bill to restrain the said Lyne Starling and Richard W. Atkinson from proceeding further with their several actions of ejectment against the said V. F. Shover in this Court and that complainant give bond and security to the defendants in the sum of 100$ to the acceptance of the Clerk of this Court and this cause is continued

V. F Shover vs Lyne Starling et al } Oct Term 1840

Chancery This day came the defendants and moved the Court here for a to dissolve the injunction herein granted. on consideration whereof it is ordered and decreed that the injunction herein granted be wholly dissolved so that the said Richard W Atkinson shall have the full benefit of his judgment at law and his Hab. fac. posses. and this cause is continued for other and final decree

V. F Shover vs Starling & Atkinson } Oct Term 1840

By consent of counsel this cause is submitted to the Court. and the bill is dismissed. whereupon it is ordered adjudged and decreed by the Court that the complainant pay the costs herein in thirty days and in default thereof that execution issue therefor as on judgments at law. Motion of appellee by complt.

In testimony whereof I have hereunto set my hand and seal of office this 23d day of June 1841

James H. Gill Clerk

Shower
v
Atkinson
Filed June 24. 1841
Josh Lincoln

Deponent be ~~being~~ in the summer of 1837
that the time Deponent under stood
that an action of Ejectment brought by
Lyon Sterling against Valentine F Shover
that the said Shover was in bad health
frequently unable to ride or walk any distance
some times confined further this Deponent
saith not

Jeremiah Macomber

Also at the same time & place
Naum Macomber of Union
County of lawful age being ~~first~~
duly sworn as hereafter certified Deposes
and says that he is acquainted with
the land that Valentine F Shover lives on
and upon which he has lived for
a number of years ~~past~~ Deponent
says he has been over the premises
of Mr Shover frequently Deponent
says that he should think the improve
ments to be worth six hundred dollars
Deponent says that the land spoken of
by him is the same land spoken of by
Jeremiah Macomber in the above
Deposition further this Deponent saith
not

Naum Macomber

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 Jeremiah Macomber
& Naum Macomber were by me first
duly sworn to testify the truth the whole
truth and nothing but the truth

Depositions of ~~James~~ McCumber & Naham McCumber Taken in a cause pending in the Supreme court In Chancery of Union County Ohio where in Valintine H Shover is Plantiff & Richard W Atkinson is defendant And for said Plantiff in pursuance of the notice hereto attached and at the time and place therein mentioned both parties present

~~James~~ McCumber of the county of Delaware of Lawful age being first duly sworn according to law by me as here after certified Deposes and says that he ~~believes~~ believing the land on which Valintine H Shover claims to be ~~on the 2991~~ A part of survey No 2991 he says that he has been acquainted with the land about 14 or 15 years & at the time he first became acquainted with the land Charles Arthur contracted with Eli Williams for 125 acres of said land and moved on to it. to the best of my recollection he lived there one year or eighteen months Arthur then Sold his improvements as i under stood to Valentine H Shover for sixty or sixty two dollars - I under stood by some subsequent arangement that William made the deed to Shover. - Shover ~~then~~ came in possession of said land about Eleven years ago and has been in possession ever since I am not acquainted with the improvements sufficient to state what it is worth but from the knowledge i have of the improvements I would not make them for four hundred dollars

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 21st of June 1841

James Turner JP

Justices cert $0.50
witness 2 " 100

Valantine F. Shones

vs.

Richard D. Atkinson et al

COURT OF COMMON PLEAS.

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

To Richard D. Atkinson ~~Attorney for~~

Depositions will be taken in this case by the Plaintiff at the Court House in the town of Marysville county of Union and State of Ohio, on the 21st day of June inst ~~next,~~ between the hours of six o'clock, A. M. and nine o'clock, P. M.

June 18, 1841

F. D. Powell
Pltff's Attorney for

Union Com. Pleas

Richard W. Atkinson
ads } Answer in Chy
Valentine F. Skover

Filed Sept 14. 1840
Samuel H. Gill Clk

The separate answer of Richard W. Atkinson one of the defendants to the bill of complaint exhibited against him and another by Valentine T. Thom complainant.

The defendant saving and reserving all manner of benefit exceptions for answer to said bill or unto so much thereof as the defendant is advised is material or necessary for him to make answer unto answeres and says - That he the defendant knows nothing of the purchase of any land by the complainant of Eli Williams which is mentioned in the bill and so far as it may affect any rights of the defendant he requires full proof that the defendant knows nothing of the complainants entering into possession of the land in the bill mentioned soon after his purchase of said Williams and requires full proof whether does the defendant know precisely the said complainant entered into the premises or upon what claim or title any and requires full proof the defendant denies that said complainant has made large or costly and valuable improvements on said premises unless the following should be so deemed. Then about thirty acres cleared and fenced or such land and was so when the defendant purchased the same as hereafter mentioned. a log cabin covered with boards with a puncheon floor as the defendant has been informed & believes. a little log house for dairy purposes and some other little log huts for stable and so forth old & dilapidated and worth but little or not, the whole worth little or nothing. It is wholly false as charged in the bill that the improvements are worth eight hundred dollars. The defendant is wholly ignorant how either Phillips claimed the land or the co defendant Stanley or the complainant if he has any right title interest estate or claim thereon

or thereto or have any equity other than what Stanley
informed the defendant when he purchased as
hereinafter recited that he was the sole
owner thereof in fee and when the defendant
purchased of said Stanley as hereinafter set
forth he did not know that the complainant had
any claim of right to said land whatever but the
defendant on the contrary was informed and
believed as he now believes that said Shover had
no legal or equitable claim therein or thereto when
the defendant had purchased of Stanley as hereinafter
set forth. he called on Shover who did not then
pretend to claim under Williams but under one
Arthur. This was about the 1st day of October 1837
and the defendant fully believes that at that time
said Shover had no contract or and at all from
said the Williams as he now believes to have —
As to the claims of Chris Perrit & Geslaus Green and
the deeds and accounts & various things the defendant
knows nothing and so far as the same may or may
may have a bearing in the case upon the rights and
claims of the defendant to said land the defendant
requires proof thereof — The defendant has been informed
and believes Lyman Stanley has a patent from the U. States
for said land — The defendant knows nothing of the
representations charged by the complainant to have
been made by Lyman Stanley to him with respect to
his the said Stanley's offer to sell to the complainant
to give him any credit he could exist — that he had
a good & perfect title and any other agreement
or promise whatever made to said Shover by Stanley
but the defendant requires proof of all these things —
The defendant understand that said Stanley procured
an appointment against Shover for the land and obtained
a judgment. The defendant is wholly ignorant of the
reasons why or any the action was not defended
by Shover but supposes it may be because he had no title

or right to make defence. The defendant admits that said Shown was a person in whom the defendant confided & steadily and against his own been being induced to the defendant and the process of the court has always been a person can serve. The defendant knows nothing of the sickness of said Shown or he pretended only him and of material he requires full proof thereof. The defendant admits he purchased of Stanley and after the said Shown's been had refused he refusing to surrender possession the defendant brought a forcible detainer against him which was tried at the grievance of the jury decided against the defendant. The defendant was then driven to his remedy of ejectment which was decided in the defendant's favor - Shown appealed to the supreme court and there the decree was decided in favor of the defendant - since this defendant is one and another appears to be supplied and treated in every way with said Shown and there is league with him -. The defendant admits that the supreme court when judgment was rendered in favor of this defendant in ejectment at the last term in Union county refused the application of said Shown to be paid for improvements which the defendant believes was according to the law of the case the said Shown by nothing more nor less than the tenant of this defendant under a lease executed under date by said Shown to the defendant for the premises in dispute dated Nov. 22 AD 1887 which the defendant begs may be taken as part of the answer a copy of which has been attached marked A. And the defendant denies that said improvements of above set out were made by said Shown but the defendant has been informed that a considerable part thereof was made by one Arthur who built the dwelling cabin and cleared some of the land. The defendant denies that in almost weather worried set order a lease - The defendant says that the lease was fairly executed and without

any fraud or other means used by this defendant to procure the same nor has it been throughout this protracted legal controversy pretended by Shown or any of his counsel to have been otherwise. The defendant meets upon all and each of the bill charges that a few months neither legal or equitable ground for setting aside said lease and that the defendant is not bound to pay said Shown for any improvements whatever - but the defendant denies fraud unfair dealing or undue hardship in the giving or obtaining said lease - The defendant admits that the lease was issued on the trust to show the relation of landlord & tenant between Shown & the defendant as was the legal equitable & just - And the defendant denies all fraud & unfairness inherently to said charges in the said bill and having fully answered prays to be hence dismissed with his costs &c

G. Swan Solr.
for deft.

The State of Ohio
Franklin County ss. I Richard W. Atkinson
being duly sworn depose and say that all the several matters and things which are stated in the foregoing answer as from the information of others I believe the same to be true and that all the several other matters & things therein set forth are true in substance & fact.

Richard W. Atkinson

Sworn to & subscribed
before me this 29th 1840
Thos Wood
Justice of the peace

This article of agreement made this twenty second day of November 1857 between Abraham Everson agent for Richard W Atkison of the State of Virginia of the first part and Valentine F Shum of Union County State of Ohio of the second part witnesseth that the said Everson agent has this day leased to the said Shum the farm belonging to the said Atkison and which the said Shum now lives for the term of four months, the said Shum agrees to fix the ~~fences~~ around the South field on said farm, so as to secure his own crop of wheat now growing, and also to make on the place four hundred rails taking the rails that are made on the place that are not laid in fence as a part of the four hundred In testimony we have set our hands and seals the day above written ~~in presence of~~

In presence of
R Clalle

Abraham Everson (Seal)
Agent for R W Atkison

Valentine F Shum (Seal)

Union Supreme Court

v. J. Shown

adas } Bail bond

R. W. Atkinson

Filed Oct 20. 1840

Jas. H. Field Clk

Know all men by these presents that we Valentine F. Shover and Samuel Harriott of Union County and State of Ohio are held and firmly bound unto Richard W. Atkinson in the sum of Five hundred 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 20th day of October A.D. 1840

The condition of the above obligation is such that whereas the above bounden V. F. Shover hath taken an appeal from a decree rendered in our Court of Common Pleas at the October Term thereof A.D. 1840 dissolving an injunction heretofore allowed, staying proceedings on a judgment in ejectment against the said Shover and in favor of the said Atkinson in the Supreme Court for Union County June Term 1840, and dissmissing the bill and for costs taxed at $16.36½ To the Supreme Court within and for the County of Union

Now if the said V. F. Shover shall pay the full amount of the condemnation in said Supreme ~~Court with the costs~~ Court and costs and damages ~~which in case~~ which may be decreed against him in case a decree 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
Oct 20. 1840
Jas. H. Gill Clk

Valentine F. Shover (Seal)

Samuel Harriott (Seal)

(Seal)

Senior Com Pleas

V. F. Shover

vs } Sub. in Chy

Lyne Starling &
Richd W. Atkinson

Serv ——— 55
Mil ——— 75
Copy ——— 20
$1,50

Filed Oct 6. 1840
James H Gill Clk

Injunction allowed &
Bail given

Sub by Delivering a
Copy to R W Atkinson
L Starling not found
R Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Lynn Starling & Richard W. Atkinson to appear before our Court of Common Pleas within and for the County of Union and State of Ohio on the 6th day of October next at the Court House in said County to answer the matters and charges contained in a Bill in Chancery exhibited against them by B. F. Shower hereof they shall not fail under the penalty of one thousand dollars and have you then there this Writ.

Witness James H. Gill Clerk of said Court at the Court House this 18th day of July 1840

James H. Gill Clk

Union Com. Pleas

[redacted]

V. F. Shover
vs } Sub in Cly
Lyne Starling &
R. W. Atkinson

Filed Oct 5. 1840

Jas. H. Gill Clk

Sept 26. 1840. Served on the within
personally by reading to the
in my bailiwick
Fees 60 cts

[illegible]
Bailiff

The State of Ohio Union County ss
To the Sheriff of Franklin County Greeting
We command you to summon Lyne Starling and Richard W. Atkinson to appear before our Court of Common Pleas in and for the County of Union at the Court House in said County on the Sixth day of Oct next to answer the matters and charges contained in a Bill in Chancery exhibited against them by Valentine J. Shover and this they shall in no wise omit under the penalty of one thousand dollars And have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 18th day of July A.D. 1840

James H. Gill Clerk

Union Com. Pleas

Richard V. Atkinson

vs } Hab. Fac. pass.

Valentine S. Shover

Costs $ 24.91
Int 41

Serve — 34
Mil — 75
$1,10

Filed Oct 6. 1840

James H Gill Clk

Stayed by injunction

W Cook Atty

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at a Supreme Court within and for the County of Union and State of Ohio on the 27th day of June in the year A.D. 1840 John Doe Ex. dem. of Richard W. Atkinson recovered against Valentine F. Shover &c. his Term yet to come in the following lands and tenements to wit part of Survey No. 2911 in the virginia Military District in the name of J. Phillips bounded as follows Beginning at the north east corner of said Survey at two small beaches. buckeye elm & sugar trees thence S. 10° E. 174 poles to a sugar and beech thence S. 80° W. 175 poles to a beech iron wood and dog wood thence N. 10° W. 174 poles to the original Eastern line of said Survey thence with said Eastern line N. 80° E. 175 poles to the beginning. You are therefore commanded (taking with you the posse of the County if need be) that you cause the said John Doe to have his possession of his Term aforesaid yet to come in the tenements aforesaid with the appertenances, and whereas also the said John Doe recovered against the said Valentine F. Shover at the Term of the Supreme Court last aforesaid the sum of $26.11 as costs in said action. you are therefore commanded that of the goods and chattels and for want thereof of the lands and tenements of the said V. F. Shover you cause to be made the costs aforesaid, and how you shall execute the several requirements of this writ make appear to our Court of Common Pleas within and for the County aforesaid on the first day of their next Term (the case having been remanded to said Court for writ) and have you then there this writ

Witness Jas. H. Gill Clerk of said Court at the Court House in Marysville this 14th day of July A.D. 1840

Jas. H. Gill Clerk

3

Union Com. Pleas

Richard W. Atkinson

adts } Writ of possess

V. F. Shown

Costs at law	$26.91
Costs in ch	16.36½
Writ	.40
Serv —	35
Mil —	5
	$40

Rec'd Oct 10th 1840

Stay by Appeal

W. Clark Sheriff

State of Ohio Union County ss
To the sheriff of said County Greeting
Whereas at a Supreme Court began and held in the town of Marysville within and for the County of Union and State of Ohio on the 27th day of June A.D. 1840 Richard W. Atkinson recovered against Valentine F. Shover his term yet to come of in and to the lands and tenements following to wit part of Survey No. 2991 in the virginia Military district in the name of J. Phillips beginning at the north east corner of said Survey at two small beaches buckeyes Elm and 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 dogwood 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 together with his costs in that behalf expended taxed at $26.91, and whereas said Shover obtained an injunction to stay the execution of a writ of Haberi fac. possessionem until the matter thereof could be heard in chancery and whereas the said Atkinson obtained a dissolution of said injunction at the October Term of the Court of Common Pleas in and for the County aforesaid A.D. 1840 and a dismissal of said bill and a decree for his costs in that behalf expended taxed at $16.36¼
You are therefore commanded that of the goods and chattels of the said Valentine F. Shover you cause the said costs to be made, and that you cause the said Richard W. Atkinson to have possession of the lands and tenements aforesaid and ~~that~~ how you shall execute this writ make appear to the judges of our said Court at their next Term and have you then there this writ
Witness James H. Gill Clerk of said Court of Common Pleas at Marysville this 10th day of Oct 1840
James H. Gill Clerk

Ex Docket 101. Page 108

Richard N Atkinson

adv

3

V. F. Shove

costs $58.46

writ .41

Recd this writ Nov 23. 1841. levied Jany. 27. 1842 on 2 head of Horses 11 head of of Cattle 21 head of Sheep 18 head of Hogs 1 clock & 1 Beaver — Offered property for Sale Apl 12 1842 not sold for want of Bidders pr W. Steele Shff

Filed Apl 18 1842

Fees & Gill Cells Sur 35

Mile 55

Bond .50

Adv. 1.00

2.40

Made in full Apl 27. 1842

W W Steele Shff

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 Richard U. Atkinson

recovered against Valentine F. Shore by decree in an action in Chancery to stay proceedings on a judgment at law

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $58.46

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 Valentine F. Shore

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 $6.41 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 Atkinson

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.

58.46
3
24 23
175 38
201 61
35
60
50
346
5846
61.92
128
63.19

January 30th 1838

Lyne Starling Defdt
Writ of Possession
vs Fend fi fa
V D F Shaver

Union Common Pleas
Recd of V D F Shaver
the full amount
of Costs in the
Above Case
R Clark Sheriff

No. 41-SC-4

Union Common Pleas Court

Richard N. Atkinson
Plaintiff,

against

Valentine F. Shover
Defendant.

JUN TERM, 1841

SC

Journal 1 Page 54

Record No. 1 Page 237

Ex. Doc. 1 Page 186

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

Union Com. Pleas

Richard W. Atkinson

vs } mandamus

V. J. Shover

Filed August 5. 1841

James H. Gill

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 W. Atkinson to have execution of a certain Decree rendered in his favor against Valentine F. Shore by our Supreme Court within and for the said County of Union on the 24th day of June AD. 1861 for the sum of $15.18½ costs costs below $16.36½

Witness James H. Gill Clerk of said Supreme Court this 3d day of August AD. 1861

James H. Gill Clerk

No. 41-SC-S

Union Common Pleas Court

Thomas Moore
Plaintiff,

against

Evans & Jennings
Defendant.

JUN TER... 1842

Judg. Dr. Defendant
$164.09

SC

Journal 1 Page 61

Record No. 1 Page 270

Ex. Doc. 1 Page 274

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

Union Common Pleas.

Thos. Moore
vs.
Evans & Jennings.

Precipe for Ex.

Filed Sept. 8, 1842.
John Cassil,
Clk. p.t.

Thomas Moore
vs.
James W. Evans, &
A. C. Jennings

On Special Mandate.

Issue an Execution in this Case:
Otway Curry.
Pltff's Atty.

To John Cassil Esq.
Clerk of the Court of
Common pleas, of Union
County Ohio.

7.78½
8.75
16.53½

Issued Sept. 16, 1842.

Union Com Pleas

Thomas Moore

vs J Prosser

Evans & Summys

Filed Aug. 17. 1841

Nat H. Ewell Clk

Thomas Moore
vs.
James W. Evans & Absolom C. Jennings late partners under the name and firm of Evans and Jennings

In Assumpsit: —
Damages $200,00

Sheu a summons returnable at next Term. Endorse "Suit brought on a note of hand given by the defendants to the plaintiff, for One hundred and sixty four dollars, and seventy two cents; dated January 3rd 1840, and payable sixty days after date. Also for goods sold and delivered, Money had and received, &c.

Otway Curry
Atty. for pltff.

To James H Gile Esq
Clerk of the Court of Common Pleas for the County of Union

Aug. 17th 1841.

Suit brought on a note of hand given by the defts to the plaintiff for one hundred and sixty four Dollars and twenty two cents dated January 3. 1840 and payable sixty days after date also for goods sold and delivered money had and received

Otway Curry Atty for Pltff

Union Comm. Pleas

Thomas Moore
vs
Summons
Evans & Jennings

Served by Certified Copy on each of the defts Aug 17. 1841
W. W. Steele Shff

Filed Aug 17. 1841
Jas. H. Lieb Clk

Service — 55
Mil — 5
Copies — 30
90

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James W. Evans & Abiline C. Jennings late partners under the name and firm of Evans and Jennings to appear on the first day of next June

~~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 Thomas Moore

in a plea of assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 17th day of August A.D. 1841

James H. Gill CLERK.

Thomas Moore
vs. } Nonsuit.
Evans & Jennings

Filed Sept. 23d 1841
James H. Gillespie
Costbill made

Recorded

1841

15 0,42

Union County, ss. Court of Common Pleas; August Term A. D. 1841.

Thomas Moore complains of James W. Evans and Absolom C. Lenning in a plea of Assumpsit, for that whereas on the third day of January 1840 the said James W. Evans and Absolom C. Lenning were partners in trade under the name of Evans and Lennings, and so being partners, the said James W. Evans and Absolom C. Lenning on the third day of January 1840, at Union County, Ohio, made a certain promissory note in writing, and delivered the same to the said Thomas Moore, and thereby under the name of the said firm of Evans and Lennings promised to pay to the said Thomas Moore or order One hundred and sixty four dollars, and seventy two Cents, in sixty days after the date thereof, which period has now elapsed; and the said James W. Evans and Absolom C. Lenning under the name of the said firm of Evans and Lennings, then and there, in consideration of the premises, promised to pay the amount of the said note to the said Thomas Moore according to the tenor and effect thereof:

And for that whereas the said James W. Evans and Absolom C. Lenning, so being partners as afore said, on the 3rd day of January 1840 were indebted to the said Thomas Moore in one hundred and sixty four dollars and seventy two cents for the price and value of goods then and there sold and delivered by the plaintiff to the defendants, at their request:

And in One hundred and sixty four dollars and seventy two cents, for money had and received, then and there, by the Defendants for the use of the plaintiff:

And whereas the Defendants afterwards on the 4th day of July 1841, in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintiff on request; Yet he hath disregarded his promises, and hath not paid the said several sums of money nor either of them nor any part thereof: to the damage of the plaintiff Two Hundred Dollars; and thereupon he brings suit, &c.

By Otway Curry
his Atty.

Evans & Lennings

adm Official Bond

Thomas Moore

Filed Nov. 22nd 1841

James H. Gill Clerk

Know all men by these presents that we James W. Evans, A. C. Jennings and Wm Ross and James L. Wood are held and firmly bound unto Thomas Moore in the penal sum of three hundred and twenty dollars to the payment of which well and truly to be made we hereby jointly and severally bind our selves our heirs Executors and Administrators firmly by these presents sealed with our seals and dated this 22nd day of November A.D. 1841

The condition of the above obligation is such that whereas the said James W. Evans and A. C. Jennings have taken an appeal from a certain Judgment rendered against them and in favor of the said Thomas Moore at the November Term of the Court of Common Pleas in and for the County of Union and State of Ohio A.D. 1841 for the sum of one hundred and fifty dollars and forty two cents damages and $8.75 costs to the Supreme Court within and for the County aforesaid Now if the said James W. Evans and A. C. Jennings 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 be and remain in full force and virtue in law

Seal
Wm Ross Seal
J. L. Wood Seal

Union Sup. Court

Thomas Moore

vs Transcript

Evans & Jennings

Filed May 20. 1862

James H. Gillett

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 Entries and ~~Decree~~ Judgment are truly copied from the Journals of said Court to wit

Thomas Moore	November Term 1861
~~Evans Jennings~~	Assumpsit
Sat W. Evans and A. C. Jennings	

This day came the plaintiff by his attorney and the defendant though solemnly called came not but made default, and thereupon neither of the parties requesting a Jury and the Court being fully advised in the premises do assess the plaintiff damages at one hundred and fifty dollars and forty two cents. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of $150.42 his damages aforesaid and also his costs in this behalf expended taxed at $ Notice of appeal by Deft

In Testimony whereof I have hereunto set my hand and seal of office this 20th day of May A.D. 1862

James H. Gill Clerk

Union Common Pleas

Thomas Moore

vs Mandate

James W. Evans &

A. C. Jennings

Filed July 28th 1842

James H. Gill 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 Thomas Moore to have execution of a certain Judgment rendered in ~~favor~~ his favor against James W. Evans and Absolem C. Jennings by our Supreme Court within and for the said County of Union on the 27th day of June A.D. 1842 for the Sum of $164.09 Damages and $7.78 costs & the Sum of $8.75 costs in Common Pleas

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

James H. Gill Clerk

Sworn by undersigned Sheriff attorney or Sheriff in Marion Co. Ala. this 1st day of Nov. 1842. Advertised the same to be sold on the 24th day of October A.D. 1842

Thomas Moore
vs.
James N. Evans & A. C. Jennings.

Damages,	$164.09
Costs,	16.53½
Increase,	0.41

Recd. this writ Sept. 16 1842
W W Stuck Shff

Serv	3.5
Mile	0.5
Adv & c.	1.50
Postage	1.68
	9.58
Affpm	1.50
	11.08

Made in full

Filed Nov. 7, 1842.
John Cassel, Clerk
pro tem.

Sale Oct 24 3.50

$196.73

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., 1842 Thomas Moore

recovered against James W. Evans and A. C. Cummings

as well the sum of one hundred and sixty four dollars and nine cents, for his damages, as the sum of $164.53½ 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 Jas W. Evans & A. C. Cummings (The same Judgment having been remanded for Execution) you cause to be made the damages and cost aforesaid with interest thereon from the 27th day of June A. D., 1842. until paid. Also, the sum of $0.41 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 Thomas Moore

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 16th day of September A. D., 1842.

Attest: John Cassil CLERK, pro tem.

Recd this writ Sept. 16. 1842 No personal property found whereon to levy - Proceeded by instruction of Pltffs Atty, on the 19th day of September to levy on In Lot No 4 in the Town of Marysville having the same appraised by the oaths of S Chipman W Wasson & P B Cole on the 19th day of Sept. 1842 at $425.00. Advertised the same (according to the Statute) for Sale on the 24th day of October AD 1842. Oct 3d 1842 by instruction of Deft Evans. levied upon In lot No 15. in Marysville. Oct 24. 1842 Offered In lot No 4 in Marysville, by Public Outcry agreeably to advertisement at the Door of the Court House; And the said lot being so exposed for Sale, was struckoff and sold to Daniel McWilliams for the sum of two hundred and Eighty four dollars that being the ⅔ of the appraised value of said lot, and he being the highest and best bidder therefor

Wm W Steele Sheriff

3.50

Union Com pleas

J. Moore

vs assessment

Evans & Jennings

State of Ohio } The undersigned being called upon
Union County } by W W Steele Sheriff in & for said County & State to view and appraise In Lot No 4. in the Town of Marysville taken by him in Execution at the suit of Thomas Moore vs James W. Evans & A. C. Jennings, After being duly sworn we proceeded to view said premises with appurtenances And upon the actual view thereof, we do appraise said Inlot with its appurtenances to the sum of Four hundred and twenty five dollars. given under our hands and seals this 19th day of September AD 1842

Nov 22d 184 Red 50 cents for P Black P B Black Seal
N Chipman Seal
M Wason Seal

Personally appeared the above appraisors, before me W. W. Steele Sheriff of Union County, Ohio, and made Oath that they would impartially appraise said property and a true valuation & return make according to law and the best of their abilities, given under my hand this 19th day of September AD 1842

W W Steele Sheriff

SUPREME

No. 41-SC-6

Union Common Pleas Court.

Daniel Coe
Plaintiff,

AGAINST

James Ward et al.
Defendant.

JUN TERM. 1842

JUDGMENT VS DEFENDANT

$1222 20

Recorded &
Indexed,

4 SUPREME 1159

Journal 1 Page 62

Record No. 1 Page 273

Ex. Doc. Page

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

Min Com pleas

Daniel Coe

vs

James L Ward & Wm Ross

Filed Apl 14. 41

Ja. H. Gillick

D. Coe
vs
Ward & Ross
Trespass

Daniel Coe
vs
James L Ward &
William Ross late
partners in trade
by the name of Ward and
Ross

Union Com Pleas
April term 1841
in Assumpsit damages 1400 $

Clerk will issue Summons
returnable forthwith and
endorse suit Brot on defend-
ants note of hand signed by the name of their said
firm of Ward and Ross for thirteen hundred dollars
dated october 20th 1839 and due six months from
date given to Wm W Woods and payable to him
or bearer and by him endorsed and assigned to the
plaintiff also for goods sold &c

By W C Lawrence
his atty

Union Com Pleas

Daniel Coe
vs } Na
James S. Ward et al

Filed May 21. 1841

James H. Ewell Clk

Cost bill made

Recorded

1841

State of Ohio } Union Court of Com Pleas April
Union County ss } Term 1841.

Daniel Coe complains of James Ward and Wm Ross for that whereas the said James Ward and Wm Ross ~~were~~ on the 20th day of October 1839 were partners in trade under the name of Ward and Ross and so being partners the said defendants on the 20th day of October aforesaid at the county aforesaid made a certain note in writing and delivered the same to one William W. Woods ~~and thereby~~ and thereby under the name of their said firm of Ward and Ross promised to pay the said Woods or bearer thirteen hundred dollars six months after the date thereof which period has now elapsed and the said Wm W. Woods then and there endorsed the same to the said Daniel Coe whereof the defendants then and there had notice and the said defendants under the name of their said firm of Ward and Ross then and there in consideration of the premises promised to pay the amount of the said note to the said Daniel Coe according to the tenor and effect thereof yet the defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the damages of the plaintiff fourteen hundred dollars and thereupon he brings suit and Cetera by W. Lawrence his atty

for the use of the Defendants; and also in the sum of five hundred dollars for money found to be due from the plaintiff to the defendants on an account before that time stated between them. And that the Defendants will set off on said trial so much of said several sums of money so due and owing from said plaintiff to said defendants, against any demand of said plaintiff to be proved on said trial, as will be sufficient to satisfy and discharge such demand; — and will also, then and there, demand a judgment against said plaintiff for the balance of said several sums of money due to said Defendants, according to the statute in such case made and provided.

Allen Warner Plead.

James S. Ward, Jr. al.
Pltf.
vs.
Daniel Doe.
Plea.

Filed Nov. 2nd 1841
James H. Lee Clk

Filed and Recd. Plea
Ward & Wells
adv
Daniel Doe

James L. Ward and William Rolf, late partners under the name of Ward and Rolf.
Ads.
Daniel Coe.

Union Common Pleas.

And the said James L. Ward and William Rolf, late partners under the name of Ward and Rolf, come and defend, &c. and say that they did not assume and promise in manner and form as the said Daniel Coe hath declared against them; and of this they put themselves upon the country; and the said Daniel Coe doth the like.

By Otway Cuney
Their Atty.

The plaintiff will also take notice that the Defendants on the trial of this Cause, will give in evidence and insist that before the commencement of this Cause, and after said plaintiff became possessed of said note of thirteen hundred dollars declared upon and set forth in the declaration of said plaintiff in this Cause, said plaintiff was informed by said defendants that said note was fraudulent, and that said defendants were determined to resist the collection of said note; and the said plaintiff then, in consideration that the said Defendants would agree to forego their contemplated resistance to the collection of said note, agreed that he, the said plaintiff, would receive from the said defendants notes and judgments to the amount of eight hundred dollars, in payment of so much of said note; and also that he, said plaintiff would receive towards the discharge of said note such payments to his work hands as the said Defendants might at any time make. And the said Defendants did forego their contemplated resistance to collection of said note; and the Defendants always have been ready, and are now ready, and have offered to perform their remaining part of said agreement, by tendering to said plaintiff notes and judgments to the amount of eight hundred dollars, but been prevented by said plaintiff, who refused to receive the same.

And the plaintiff will also take notice that the Defendants will, on the trial of this Cause, give in evidence and insist that said plaintiff, at the commencement of this suit was and still is indebted to the defendants in the sum of five hundred dollars for the price and value of goods before that time sold & delivered by the Defendants to the plaintiff at his request; and also in the sum of five hundred dollars for money before that time had and received by the plaintiff

Dec 10. 1840 assignment

April 3rd 1841
Received on the with
in two hundred and
ninety dollars and
forty seven cents
$290.47

Reuben P. Hedrick
Security for nine
hundred Dollars

~~1087.7~~ 1640
Pd 58.20
~~1021.83~~
Oct Nov 5th ~~1020.65~~

[illegible]
[illegible]
[illegible]
[illegible]

Oct 20th 1839

Six Months after date we promise to pay to W W Wood or Bearer the sum of thirteen hundred dollars for value rec'd this date.

Ward and Pop

Union Supreme Court

Ward & Ross

adv of Sub

Daniel Lee

Served by reading to
W W Woods June 17th 1842
W W Steele Sheff

Serv. 12¢
Mile. 5
17

Filed June 18. 1842
Jos R Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon W W Woods

to be and appear before our Court ~~of Common Pleas~~ Supreme 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 James L Ward & Wm Ross

in a certain matter in controversy in our said Court depending: wherein Daniel Cox is plaintiff, and said Ward & Ross 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 said Court at the Court house aforesaid, this 17th day of June A. D. 1842

James H Gill CLERK.

Suit bot on defendants note of hand signed by the name of their said firm of Nash & Rose for thirteen hundred dollars dated Oct 20. 1839. and due six months from date given to W. Woods & payable to his order and by him assigned to the plaintiff also for goods sold &c by M. C. Lawrence his Atty

Writ Complete

Daniel Coe

v

James Y. Nash &

Wm Rose

Served by delivering

to each Deft a

Certified Copy

W. H. Steele Shff

Service — 55

Mil — 5

Copies 30

Filed Oct 14. 1841

Jas. H. Gillette

Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James L Ward and Mr Rob

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Daniel Cox

in a plea of assumpsit Damages Fourteen hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 14 day of April A.D. 1841

James H Gill CLERK.

Hall & Rose
adv } Jno.
Daniel Lee

Served by reading
Nov 3d 1841 W W Stubbs Shff

Fees — $1.25
Mile 5

Filed Nov. 3. 1841
Pat. H. Gretelle

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm W. Woods

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Ware & Rose in a certain matter in controversy in our said Court depending: wherein Daniel Lewis plaintiff, and Ware & Rose defendants defendant.

And this shall in no wise omit under the penalty of the law; and have then there this writ.

Witness James H. Gill, Clerk of said court at the court house aforesaid, this three day of Nov A. D. 1841.

James H. Gill CLERK.

Ward & Ross

vs Appeal Bond

Daniel Coe

Filed Dec 3. 1861

James H. Gill Clk

Know all men by these presents that we James L. Ward William Ross A. Pollock and A. C. Fanning are held and firmly bound unto Daniel Coe in the sum Twenty three hundred 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 19th day of November A.D. 1841

The condition of the above obligation is such that whereas the above bound James L. Ward and Wm Ross have taken an appeal from a certain Judgment rendered against them and in favor of the above named Daniel Coe at the November Term of the Court of Common Pleas in and for the County of Union and State of Ohio A.D. 1841 for the sum of Eleven hundred and twenty one dollars and Eighty three cents damages and $10.50½ costs, to the Supreme Court within and for the County aforesaid. 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 be and remain in full force and virtue in law

J. L. Ward (Seal)
Wm Ross (Seal)
A. Pollock (Seal)
A. C. Fanning (Seal)

Union Chap Court

Daniel Coe

v Transcript

Trans & Refs

Filed May 20. 1842

James H. Gillett

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 & Judgment are truly copied from the Journals of said Court to wit

Daniel Cox
v
James L. Vance
William Ross

November Term 1847

Assumpsit — This day came the parties by their attorneys and submit this cause to the Court upon the issue joined between the parties.

And thereupon the Court being fully advised in the premises do find that the defendant did assume and promise in manner and form as the plaintiff hath declared against them and they assess the damage of the said plaintiff $1121.83 Therefore it is considered that the said plaintiff recover of the said defendants the said sum of Eleven hundred and twenty one dollars and eighty three cents his damages aforesaid and also his costs in this behalf expended taxed at $

Notice of Appeal by Defts

In Testimony whereof I have hereunto set my hand and seal of office this 20th day of May A.D. 1862

James H. Gill Clerk

Union Common Pleas.

Daniel Coe

vs Special mandate

Ward & Ross

Filed July 28th 1842

James H. Gill Clerk

JUN 1842

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 Daniel Coe to have Execution of a certain Judgment rendered in his favor against James L. Ward and William Ross by our Supreme Court within and for said County of Union on the 27th day of June A.D. 1842 for the Sum of $122.20 Damages and $26.26¼ costs

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

James H. Gill Clerk

Union Common Pleas.

David Coe
vs.
Ward & Ross.

Debt, 1222.20
Court cost, (B. C.) 26.26½
Writ, 0.41

Rec^d this writ Oct 3^d 1842
levied same day in Con
junction with another Ex
=ecution, in favor of R
Gaithers & Co vs Ward & Ross
upon Inlot. No 69 in
Marysville, Advertised the
same to be sold Nov. 5. 1842
& not sold for want of bidders
Nov 5. 1842 Wm W Steele Shff

Serv — .35
Mile .05
Advtg — 2.75
3.15

Filed Nov. 5, 1842.
John Cassil Clerk pro tem.

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 27th day of June, A. D., 1842, David Coe

recovered against James L. Ward and William Ross

as well the sum of Twelve Hundred and Twenty Two dollars and Twenty cents, for his damages, as the sum of $ 26.26½ 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 James L. Ward and William Ross (the said judgment having been remanded for execution) you cause to be made the damages and cost aforesaid with interest thereon from the 27th day of June, A. D., 1842, until paid. Also, the sum of $ 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 Coe.

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

WITNESS ~~JAMES H. GILL~~ John Cassil, protem, Clerk of said Court, at the Court-House aforesaid, this 3d day of October, A. D., 1842.

Attest: John Cassil, CLERK, protem.

Union Common Pleas.

Daniel Coe
vs.
Ward & Ross.

Judgment, $1222.20
S. C. costs. — 26.26½
Increase, 3.97
Rec'd this writ. Nov. 19. 1843.
W W Steele Shff

Serv 35
Mile — 05
Advtg. 2 75

Filed March 27th 1843
John Cassil Clerk

Advertised property for sale on the 25 day of March 1843, and sold for want of bidders,
W W Steele Shff

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., 1842, Daniel Coe

recovered against James L. Ward and William Ross

as well the sum of twelve hundred and twenty, two dollars and twenty cents, for his damages, as the sum of $26. 26½ 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 James L. Ward and William Ross (the said judgment having been remanded for execution) which you have levied, & which remain unsold, you cause to be made the damages and cost aforesaid with interest thereon from the 27th day of June, A. D., 1842, until paid. Also, the sum of $3. 97 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 Daniel Coe.

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

WITNESS ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this 17th day of November A. D., 1842.

Attest: John Cassil, CLERK.

Ex. Do. No. 2 page 19

Daniel Carr

vs

Ward & Rags

Damages —	$1222,20
Costs	26.26
Increase	13.03
Writ	41

Rec.d this writ March 6. 1844 Offered the prop: for sale at the Door of the Court House in Maysville on the 8. day of April 1844, having previously advertised the same according to law. No sale for want of bidder.

W. W. Steele Shff

Serv	35
Mile	5
Ad:	25
	.65
Pa fee	2.50
	3.15

Filed April 9. 1844
John Cogsil Clerk

1445
41
215
1401

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 William Rafs, to wit; in lot No. 69. in Marysville

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 Daniel Coe the sum of twelve hundred and twenty two dollars and twenty cents, for his damages, together with $ 26,26½ for his costs, with interest thereon from the 27th day of June A. D. 1842 until paid, which late in our said Court the said Daniel Coe recovered against the said William Rafs & Jas L. Ward as of record is manifest. Also, $ 13,03 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 Daniel Coe

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 sixth day of March A. D. 1844

John Cassil CLERK.

Ex. Docket No. 2 page 171

Daniel Coe
vs
Wm Rose & J. L. Ward

Damages	$1222.20
Costs	26.26½
Increase	35.12
Writ	.41
Advertising —	$00.25
Mileage —	00.05
Fees	3.00

Wm M Robinson
Sheriff

Filed April 15th 1836
John Cafort, Clerk

Received this writ March 6th A.D. 1846
Advertised the within described Real Estate to wit in Sections
the Town of Marysville Union County and Township of Paris
Ohio & No 69 in the Eighth & Paper published in general
Circulation in said County for sale on the 11th day of April
A.D. 1846 - at the door of the Court House in said County between
the Legal hours of 10 o'clock A.M. & 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 as the law requires not sold for
want of bidders — Wm Robinson Sheriff

advertised

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 William Rafs & James L Ward

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 Daniel Coe — — — — — — — — — — — — the sum of twelve hundred & twenty two dollars and twenty cents, for his damages, together with $ 26,26½ for his costs, with interest thereon from the 27th day of June A. D. 1842 until paid; which late in our said Court the said Daniel Coe recovered against the said Rafs & Ward as of record is manifest. Also $ 35,12 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 plaintiff

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 6th day of March A. D. 1846.

John Cassil CLERK.

Rec'd this writ May 23d - 1844. I offered the property for sale agreeably to the Notice on the 25. day of June 1844. No bids made for want of replevied. N. N. Steele Sheriff

Rec'd this writ May 23d 1844. I offered the property for sale agreeably to directions of the statute, Having previously advertised the same according to law & Commanded the Sum to be replevied by the Oath of W. W. Kinnan Nurse Chipman & Jno. P. Brooklein at 1000$. No bids for want of Bidders
N. N. Steele Sheriff

Union Com Pleas 2-126

Daniel Coe
vs
James L. Ward &
William Rose

Debt $1222.20

S. C. Costs	26.26½
Increase	16.59
This writ	1.41
Lev.	1.00
Inquest	1.00
Serv	35
Mil	5
Add S	25
appraiser	1.65
	$1.80
Ret. fee	1.50
	2.30
App	1.50
	$ 5.80

Filed June 25, 1844
John Cassie, Clerk

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 James L Ward & William Ross to wit Inlot No 69 in Marysville and before sale, to cause the same to be reappraised, which our Court has ordered, and

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 Daniel Coe the sum of twelve hundred and twenty two dollars and twenty ——— cents, for his damages, together with $26. 26½/100 for his costs, with interest thereon from the 27th day of June A. D. 1842 until paid, which late in our said Court the said Daniel Coe recovered against the said James L Ward & William Ross as of record is manifest. Also, $16 5[illegible] ——— 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 and lands 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 Daniel Coe

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 23 day of May A. D. 1844.

John Cassil ——— CLERK.

Ex Doc. No. 2 Pag 126

Daniel Coe
vs
James & Mary & Mary Hays

Debt —	$ 1222,20
Costs —	26 26½
Increase —	27 36
Writ —	41
Recognizance	1 00
Request —	$1-00
Copy of Judgment	20
Service —	35
Mileage —	55
	$1,60
advertising	25
	$1,85
Printing	3 00
Filed Ang 19 1845	1 50
Entering	
Fees Cassel Co	

~~advertised~~
~~appraised~~ entered

Received this writ July 15th 1845 — according to the command of the within writ I proceded to have the within described property re appraised by the oath of James Turner Stephen Winget & B Welsh which was appraised at 1400 $ — advertised the within described Town Lot in the Argus a paper published in the County of union, for sale on the 18th day of August 1845 at the door of the Court house in said County between the Legal Hours — August 18th 1845 — 2 o clock P M offered the within described 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 Wm Rose or James L Ward, to wit; on Lot No. (69) sixty nine in Marysville, (after having the same reappraised,)

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 Daniel Coe the sum of twelve hundred & twenty two dollars and twenty cents, for his damages, together with $ 26,26½ for his costs, with interest thereon from the 27th day of June A. D. 1842 until paid; which late in our said Court the said Daniel Coe recovered against the said James L Ward & Wm Rose as of record is manifest. Also $ 27,36 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 Daniel Coe

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 16th day of July A. D. 1845.

John Cassil CLERK.

Ex. Docket No. 2 page 126

Daniel Coe
vs
James L. Ward &
William Rose

Debt	$1222,20
Cost	26 26½
mecase	24 21
	$1268,09½

Fees
Service — $0.35
Mileze — 5
Advertising ... 25
$0,65

Printers fees — 1.50

Filed May 17th 1845
John Cafield Clerk

Received this writ April 5th 1845 —
Advertised the within described Lands for Sale in
The Argus a paper of general circulation in the County
to be offered for Sale on the 17th day of May A.D. 1845
between the Legal Hours at the door of the Court
House in the said County —
May 17th A.D. 1845 — Offered
The within described Lands and Tenements for Sale
at the door of the Court House that said
for want of bidders —
Jno. 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 James L. Ward and William Ross, to wit; in Lot No. (69) sixty nine in Marysville

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 Daniel Coe the sum of twelve hundred & twenty two dollars and twenty cents, for his damages, together with $ 26,26 for his costs, with interest thereon from the 27th day of June A. D. 1842 until paid, which late in our said Court the said Daniel Coe recovered against the said James L Ward and William Ross as of record is manifest. Also, $ 24,21 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 Daniel Coe

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 5th day of April A. D. 1845.

John Cassil CLERK.

Ex. Dor. No. 2 page 19.

Daniel Coe
vs
Ward & Rose

Judgment	$1222,20
S. & C. P. costs	26,26
mileage	6,62
Writ & reap	1 41

Service	35
Mile	05
Advtg.	25
Inquest	1.00
aff. Ret.	.10
	1.75
Printer	2.25
Appraisers	1.50
Total	$5.50

Filed Oct 17. 1843.
John Cassil Clk.

Rec'd this writ Aug 30. 1843. offered the property for sale at the door of the Court House, Oct 16. 1843. having the same advertised by the Crier of J. S. Alexander & Henry Fain & Jeremiah Cull, at $1533,33⅓ and having advertised the same according to law I found no bidder, Oct 16. 1843. M. M. Steele Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those those lands & tenements of Wm Ross, to wit: on lot No. (69) sixty nine in Marysville. (~~Here~~ you are also required to have a new appraisement of the same)

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 Daniel Coe the sum of twelve hundred & twenty two — dollars and twenty cents, for his ——— damages, together with $ 26-26½ for his costs, with interest thereon from the 27th day of June A. D. 1842 until paid, which late in our ~~said~~ supreme Court the said Daniel Coe recovered against the said Wm Ross & James L Ward the same having been remanded for execution as of record is manifest. Also, $ 6 1.54 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 Daniel Coe

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 30th day of August A. D. 1843

John Cassil CLERK.

Ex: Docket No. 279

Daniel Coe

vs

Ward & Ross

Dam.	$1222.20
Costs	26.26½
Ince.	39 18

Recapitulation

Service	$0.35
Inquest	1.00
Copy of report	25
Mileage	5
Advertising	25
	$1,90

Appraisers fee - 1.50

Jurors fee - 2-00

Wm M Robinson Sheriff

Filed July 27. 1846

John Cassil Clk

advertised

Received this writ June 16th 1846 -
in accordance with the command of the within writ I had the within described Real Estate reappraised by the oaths of Hugh Lee John Johnson & Thomas Turner at Ten Hundred and Fifty Dollars - Advertised the said real Estate in the Argus a News paper published and in General Circulation in the County of Union. for Sale at the door of the Court House in said County on the 27th day of July 1846 - 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 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 of James L. Ward & William Ross. viz. In Lot No 69. in the Town of Marysville, and that you Cause the Same to be reappraised, as the Statute directs.

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 Daniel Coe, the sum of Twelve hundred & Twenty two — dollars and Twenty cents, for his damages, together with $26..26½ for his costs, with interest thereon from the 27th day of June A. D. 1842 until paid; which late in our said Court the said Danl. Coe, recovered against the said J L. Ward & Wm Ross. as of record is manifest. Also $ 39 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 Daniel Coe,

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 16. day of June A. D. 1846.

John Cassil CLERK.

Ex. Docket Page 279

Daniel Coe
vs
Ward & Ross

Damage	$122.20
Costs	26.20
Accrued	16.99
Int	4.51

Filed Nov 4th 1847
Wm. Ogbic Clerk

Recorded

Received this writ March 15th 1847
I duly advertised the within named Real Estate for Sale by publication in the Argus a Newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of Sale. I afterwards to wit on the 30th day April A.D. 1847 in pursuance of said notice proceeded to offer said Real Estate for Sale at public auction at the door of the Court House in Marysville in Said County, and Sold the Same to John Capsil for the Sum of Seven hundred dollars he being the higest and best bidder therefor and that being two thirds of the appraised value thereof

Fees— advertising 25
Service 35
mileage 5
Poundage $14.00
Printers Fee. 2.05 = $16.65

Philip Snider 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 William Rass or James L. Ward, to wit; In Lot No. (69) sixty nine in the town of Marysville Union County, Ohio.

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 Daniel Cal

the sum of

twelve Hundred & twenty two dollars and twenty cents, for his damages, together with $ 26,26½ for his costs, with interest thereon from the 27 day of June A. D. 1842 until paid; which late in our said Court the said Daniel Cal recovered against the said William Rass & James L. Ward as of record is manifest. Also $ 46,99 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 Daniel Cal

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 15th day of March A. D. 1847.

John Cassil Clerk.

Ex. Docket Page 281

Daniel Carr
vs
James L. Ward & Wm Rose

Damages	$1222 20
Cost	26 26½
Increase	104 86
Writ	41

Ex. May 4th 1847 $700,00

Filed April 25, 1848
John Cassil Clk

Recorded

Received this writ February 25th 1848
No goods or chattles lands or tenements found
whereon to levy.
Fees - mileage 5
service 36
Philip Arnold Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Supreme Court ~~of Common Pleas~~ of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 27th day of June A.D., 1842. Daniel Cai recovered against James L. Ward & William Ross as well as the sum of twelve Hundred & twenty two dollars and twenty cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 26, 26 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 chattels, and for the want thereof, of the lands and tenements of the said James L. Ward & William Ross (the said judgment having been demanded for Execution) you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 27th day of June A.D., 1842, until paid; also the sum of $104,86 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 Daniel Cai

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 6th day of December A.D., 1847.

John Cassil Clerk.

42-SC-2

No. 9

Union Common Pleas Court.

Jane Sanft Plaintiff,

AGAINST

Henry Sanft, Defendant.

June 1847

Decree for Plff.

Supreme Court

Journal 1 Page 63

Record No. 1 Page 277

Ex. Doc. Page

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

Served ~~[illegible]~~
by copy of the within
Notice on Henry
Sivert on 18 day of
June 1842
Isaac Wollard
Constable
fees 50 cents

Jane Sanft } Case of Divorce in the
vs } Supreme Court of union
Henry Sanft } County and State of Ohio

The Defendant will take Notice that I will take Depositions of witness to be used in Evidence in this before Judson Triggell Esq A Justice of the peace for the Town Ship of Richland in the County of Fairfield and State of Ohio at his Office in the Town Ship and County aforesaid on the 20th day of June 1842 between the hours of Ten o'clock AM and four o'clock PM of said day

Dated June 17. 1842

Signd William B Davis Agent
for Plaintiff

Filed June 27, 1862
Jas. M. Linville

State of Ohio
Union County SS

Personally appeared John Cassil publisher of the Union Gazette a newspaper issued weekly in the Town of Marysville ~~and~~ formerly and now of the Town of Bellefontaine Logan County Ohio and of the most general circulation in said County of Union who being duly sworn according to Law says that the appended notices have appeared for more than six consecutive weeks in said paper of which the ~~above~~ annexed is the first insertion,

John Cassil
Sworn to and Subscribed this 25. day of June AD 1842
before me William B Irwin J.P.

Jane Sanft vs Henry Sanft } In the Supreme court of the State of Ohio, in the Co. of Union.

PETITION FOR DIVORCE.

Notice is hereby given, that on the 14th day of April A. D. 1842, the said Jane Sanft filed her petition in the office of the Clerk of the Supreme Court in and for Union County, praying to be divorced from her husband Henry Sanft, alleging for cause, habitual drunkenness for more than eighteen years last past; gross neglect of duty, and extreme cruelty on the part of said Henry, which will come on for hearing at the June term 1842 of said court in Marysville

JAMES H. GILL Clerk

W. C. LAWRENCE Sol

April 14, 1842

Isaiah E. Beck vs Phebe Beck. } In the Supreme court of the State of Ohio, in the County of Union.

Petition for Divorce.

Notice is hereby given that on the 14th day of April, 1842. the said I. E. Beck filed his petition in the office of the clerk of the Supreme Court for the County of Union praying to be divorced from his wife Phebe; and alledging for cause Adultery with one Ezekiel Bazill on the tenth day of March 1835, in the county of Delaware and State of Indiana, which will come on to be heard at the June term of said court for 1842 in Marysville. J. H. GILL cl'k.

W. C. LAWRENCE, Sol.

Apr. 14, 1842

The said Phebe will further take notice that depositions will be taken by petitioner to be read on the hearing of the above cause, in the Town of Munsey, Delaware Co. Indiana, at the office of the Clerk of the circuit court on the 1st day of June next, between 6 o'clack, A. M. and 6 o' clock P. M. before some competent authority. And also on the 27th of May next, at the office of Isaiah Burson, J. P. of Brady Township, Kalamazoo County Michigan, and between the same hours and before the like authority.

April 13, 1842. ISAIAH E. BECK.

Katherine Smedley vs Samuel Smedley } In the supreme court of the State of Ohio, in Union County.

PETITION FOR DIVORCE.

Notice is hereby given to said Samuel Smedley, or others interested, that on the 17th day of April 1842, said Catherine Smedley filed her petition in the Clerk's office, of the supreme court of the County of Union praying for a divorce from her said husband, alledging for cause his continued, wilful and unexplained absence, from her and home, for more than three years last past, which will be heard at the June term of said court in the year 1842. JAMES H GILL Clerk

W. C. LAWRENCE her Sol

April 17, 1842

Union Supreme Court

Jane Sanft
v } Sub in Ch
Henry Sanft

Served by Certified
Copies on the within
named July 25. 1842
W.W. Steele Sheriff

Serv.	25
Mile	.45
Copies -	20
	.90

Filed June 25. 1842
James H. Steele
Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

to be and appear before our Court ~~of Common Pleas of~~ Supreme said County, at the Court house, in the town of Marysville, ~~[illegible]~~ on the 27th Inst, to testify and the truth to speak on behalf of Jane Sauft in a certain matter in controversy in our said Court depending: wherein Jane Sauft is plaintiff, and Henry Sauft 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 said court at the court house aforesaid, this 25th day of June A. D. 184[illegible]

James H. Gill CLERK.

Union Supreme Court

Jane Sanft
vs. } Pet for Divorce
Henry Sanft

Filed April 14. 1842
Jas. H. Gill Clerk

case true made

Recorded

To the Supreme court of the State of Ohio when in Session for the County of Union

Humbly complaining sheweth unto your honors Jane Sanft that on the 31st day of December A D 1812 she was wedded to and thence became the lawful wife of one Henry Sanft in the County of Perry and State of Ohio where she resided untill the Fall of the year 1833 ~~thence~~ she removed to Fairfield Co. where she remained about 18. Months and then removing to 1837 this Union Co. where she thence resides.

Your Petitioner further represents that at the time of her marriage with said Henry Sanft he was reputed an Honest and industrious young man. But that some years afterwards he to the great injury and mortification of your Petitioner became an habitual and confirmed drunkard and as such continued an habitual drunkard from the year A D 1822 and is the same untill this hour, that from the time aforesaid he untill this day ~~he~~ has uninterruptedly been guilty of gross neglect of duty towards your petitioner and our Family in this that he drank up or wasted the property ~~we~~ by our Joint labors had provided ~~for the support of our~~ and provided nothing in return for the support of our Childer and your petitioner.

Your Petitioner further charges that the said Henry has been guilty of extreme cruelty towards your Petitioner in that, that in the ~~[illegible]~~ space of time from the year 1825 untill the Month of October 1834 your petitioner lived with said Henry at the imminent danger of her life having been again and again assaulted and beaten by him and often threatened with instant death at his hand. All of which

She silently bore hoping that some day he would reform, abandon his drunkenness and return to his duty to your Petitioner as a wife and his children as a father. that in the month of October 1834 he turned your Petitioner out of door upon the world without any means of support ~~and~~ giving her only this choice to stay to starve down and be killed or to leave and live independently of him that on this your petitioner fled and has since supported herself comfortably with her Children and in no way aided or supported by the said Henry that he has never offered to aid or support his wife since. that during our cohabitation ~~and in the year 1813~~ your petitioner bore to him the following Children Wm H.H. born Nov. 1813 Joanna W. born 1815 in Nov. Isaac P. in March 1818 Rhoda B. in 1818. and Mary M. in 1826. that your Petitioner further charges that at all times during our cohabitation she conducted herself in an obedient and loving manner towards her said husband and ~~and~~ with propriety towards the world She further shows that her father Thomas Davis died intestate in this County and that Wm B. Davis of the County of Perry is administrator that as Heir there is due your Petitioner from said Estate about seven hundred dollars ~~Wherefore~~ your Petitioner there prays that for extreme cruelty, gross neglect of duty and habitual drunkenness on the part of the said Henry Sanft for more than 18 years last past your honors would decree and order a dissolution of the Marriage contract now existing between your petitioner and the said Henry and further that the Monies arising from the estate of your Petitioner's deceased Father may be allowed to your petitioner ~~may~~ as allimony

who still resides in the County of Perry

And your Petitioner prays that said Hearing may be made out and that your Prayer other and further relief and as in duty bound she will ever pray &c

Jane Lauft By
Wm C. Lawrence her Solt

Execution Docket No 2 pg 128

Thomas Foreman

vs

George Walters

Damage	01
Costs, supreme Ct	63 54
Common Pleas	39 09½
Mandate &c	50
Writ	41
	$103,55½

Cr. July 2nd 1844 cash 22 70
" " " " by
Witness Recipts 23 25
$45,95

Received Dec 2nd 1844)
on the within writ $115,55
Received January 21st
on the within $21
by John Johnson

Received May 10th 1845
on the within — $24,50

Filed May 13th 1845
John Capehart

May 10th A D 1845 — Made in ace $61,95 on the within execution — it being 78 cents less than the principle interest and costs made no levy — " " " " " " " Mileage — — $1.18
" " " " " " " " " " " " " Mileage — — 60
" " " " " " " " " " " " " Service — — 55
Tom M Robinson Sheriff
Union County Ohio — —

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at the Supreme Court of [redacted] of said County, begun and held at the Court House in Marysville on the 24th day of June A. D. 1844 Thomas Foreman

recovered against George Walter

as well the sum of ~~dollars~~

~~and~~ One cent, for his damages, as the sum of $ 102,63½

for the costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, (the same having been remanded for execution) that of the goods and chattles, and for want thereof, of the lands and tenements of the said George Walter

you cause to be made the damages and costs aforesaid with interest thereon from the 24th day of June A. D. 1844 until paid. Also the sum of $ 0,91 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~~ persons entitled thereto

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 seventeenth day of October A. D. 1844

Attest: John Cassil CLERK.

1

Execution Docket No. 2 page 121

Thos Foreman
vs
George Walters

Costs —	33,10
Writ	41
	$33,51

Cr. Witness fees	$5,25
Balance due	$28,26

December 2nd 1844)

Recevd	$29-45

Original balance	$28,26
Intrest —	28
Poundage —	56
Service —	35
	$29,45

Wm. M. Robinson
Sheriff U Co

Filed Jan. 2nd 1845
John Cassil 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 Marysville on the 1st day of October A. D. 1844 Thos Foreman

recovered against George Walters

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 33,10

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 George Walters

you cause to be made the damages and costs aforesaid with interest thereon from the 1st day of October A. D. 1844 until paid. Also the sum of $,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~~ persons entitled thereto

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 seventeenth day of October A. D. 1844

Attest: John Cassil CLERK.

Jane Senff
vs
Henry Senff

In a case of Divorce in the Supreme Court for Union County State of Ohio. before Jason Kreger for Richland Township Fairfield County

The Deposition of John Stokes Gilbert McFadden William Cardrow

of Fairfield County in said State appeared were sworn & Examined on the 20th day of June 1842 between the hours of Six O Clock AM & four O Clock PM at the office of said Jason Kreger Esq pursuant to the Enclosed Notice to be read in Evidence in the above case on the part & behalf of the Plaintiff as follows

I John Stokes of Richland Township Fairfield County of Lawful age appearing & being carefully Examined and sworn to testify the whole truth doth upon & say

Question by Plaintiff - 1 Are you acquainted with Henry Senff - Answer I am. have you been acquainted with him since he married Jane Senff formerly Jane Davis Ans Yes. Question from your knowledge of Henry Senff what has been his general character since his marriage with his 2d wife Jane Answer he drank Spirituous Liquor to Excess was frequently under its influence Question did Henry & his wife live agreeable together Ans I think ~~Not~~ they did not I heard Jane Senff say that her Husband Henry Senff had driven her from his house

Question do you think ~~Her~~ Jane Senff could have lived with her said husband, & been treated & supported in a reasonable way or manner Answer She might have lived with him but it would have been with a great deal of suffering

Question from what you have known of Jane Senff what was her general character

Answer, his general character was commended good for Industry &c.

Signed

Jeremiah Hadam

Gilbert McHardan called & sworn as hear in after certified Deposes and Saith

question by the Agent of the plaintiff how long have you been acquainted with Henry Sanft the Defendant

Answer I have been personally acquainted with Henry Sanft for Eighteen years past

question by Same to Same what has been the Caracter of the said Henry Sinaft since you knew him

Answer it has been that of A Hatitual Drunkard

Question by Same to Same from your knowledge of Henry Sinift would you reasonally suppose him to provide for the Support and Maintainance of his family.

Answer I would not

Question by Same to Same do you know how long since Henry Sanft and his wife have been Seperated from each other Answer I think About Seven years

Question by Same to Same since the Seperation of Henry Sanft and his wife has he showed any Desposition that he wish her to live with him or has he left of the use of Ardent Spirits Answer not to my knowledge

question by same to same from your knowledge of Jane Sanft would you consider her a prudent and industrious woman
Answer I do
question by same to same have you received any liquor from henry Sanft Answer about one Mile & a half

Gilbert N. Sarason

William Coulson being sworn according to law deposeth & saith he has been acquainted with Henry Sanft the Defendant for the last Twenty years that he knows him to be a man given to frequent intoxication, that he is and was a man boisterous & very disagreeable & Quarrelsome when under the influence of Liquor that he was also acquainted with Jane Sanft wife of said Henry for say from 12 to 15 years previous to her leaving her said husband that she appeared to be prudent & industrious that in purchasing Articles from my store I charged to her any balance she might have left unpaid, which she always paid herself — that in my opinion Sd Jane could not have continued to live with her Sd husband without enduring great sufferings & privations

Signed
William Coulson

William B Dains as agent for the plaintiff & Henry Sanft the Defendant being present

The State of Ohio Fairfield County ss
I Jason Triggell J. P. Justice of the peace for the Lower Ward of Richland in said County do hereby certify that the Deposition of John Stokes was by me sworn to testify to

the Truth the whole Truth and nothing but the Truth that the Deposition by him subscribed was reduced to writing by William Coulson and that ~~the Deposition~~ Gilbert Mc Faden was by me sworn to Testify the Truth the whole Truth and Nothing but the Truth and that the Deposition by him subscribed was reduced to writing by me and William Coulson was by me sworn to Testify the Truth the whole Truth & nothing but the Truth and that the Deposition by him subscribed was reduced to writing by the said Coulson and all taken at the time and place in the Notice specified

Signed Jason Triggell Jr. J.P. Seal

Justice fees
for writing
Notices 25
for taking
Depositions 75
Constables fees
serving Notice 50
3 writing fees 1 50
3.00

No. 42-SC-3

Union Common Pleas Court

Catharine Smedley Plaintiff,

against

Samuel Smedley Defendant.

June Term 1842

Journal 1 Page 64

Record No. 1 Page 275

Ex. Doc. Page

Supreme Court

Katherine Smedley
vs } Petition for Divorce
Samuel Smedley

Filed April 15 1842
Pat H Gill Clk

entered

To the Supreme Court of the State of Ohio when in Session in and for the County of Union

Katherine Smedley a resid ant of said County for the twelve years past respectfully represents to your Honors that on the 14th day of February A D 1818 she was lawfully married to one Samuel Smedley in the County of Ross this State and Town of Chillicothe that ~~as such~~ she thence became his wife and as such conducted herself as an obedient industrious dutiful and affectionate wife towards the said Samuel Smedley, that they lived together in harmony and prosperity untill the 30th day of August A D 1836 when the said Samuel abandoned her and his home taking with him what money he had on hand or could borrow leaving his property encumbered to its full amount in debts for the payment of which by attachment the whole was sold from your petitioner and she left destitute upon the world your petitioner further shows that the said Samuel has never returned home since the day of his departure aforesaid, nor written nor explained in any manner to your petitioner the cause of his continued absence from her Nor has he in any manner aided or assisted your petitioner or offered to aid or assist in the whole of that time your petitioner therefore charges that the said Samuel Smedley has been wilfully absent from your petitioner for more than three years last past

Your further shows that by the labor of her own hands she has acquired a small property and that by her Father (John Pathemore) death she has succeeded to a small part of his estate

The prayer of your petitioner therefore is that your Honor would order adjc

Your petitioner further shows that she has been informed that said Samuel is living in the State of Illinois with and other woman as his wife The prayer therefore is that your Honors would order and decree a dissolution of said marriage contract existing between her and said Samuel and that for her support and alimony you would further allow her free from his control or ownership the property acquired by her by labor and hirship as aforesaid Amounting to about four hundred dollars. As for children we never had any and your petitioner as in duty bound will ever pray &c

Smedley
by Wm C Lawrence her
Sol

Union Supreme Court

Catharine Smedly

v } Sub

Saml. Smedly

Served by reading to the within named July. 25. 1842

W W Steele Sheriff

Serv. 50
Mile — 25
75

Filed June 25. 1842
James H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Jeremiah Dee Andrew Keyes Jacob Fairfield N. Chipman

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court House, in the town of Marysville, on the first day of next Term, 27th Inst to testify and the truth to speak on behalf of Katharine Smedley

in a certain matter in controversy in our said Court depending: wherein Sara Katharine Smedley is plaintiff, and Samuel Smedley 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 said Court at the Court house aforesaid, this 25th day of June A. D. 184[illegible]

James H. Gill CLERK.

No. 42-SC-4

Union Common Pleas Court

Mehitable Cripkin
Plaintiff,

against

Thomas Cripkin
Defendant.

JUN TERM 1843

Decree for Plaintiff

SC

Journal 1 Page 73

Record No. 1 Page 321

Ex. Doc. Page

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

Union Supreme court June Term AD 1842

Thomas Crippen
vs
Mahitable Crippen

Petition for Divorce

Filed Apl 26. 1842
Jos. H. Gill Clerk
Subpoena issued

Recorded

Crawford

Thomas Crippen
vs
Mahitable Crippen

Union Supreme court June Term 1842
For Divorce
The clerk of the Supreme
court will issue a subpoena and
cause the statutes relative
Copy of petition appealed to
Rule Term 46

L. B. Crawford
Attorney for complt

Witts William Crippen
Jos. Insoll
Wm Decker
Daniel Natrip

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

Your petitioner Thomas Crippen Now and for several years past a resident of said County of Union. Respectfully represents that on or about the 15 day of January one thousand eight hundred and forty two your petitioner was married in said County of Union to Mahitable Draper of said County and that your petitioner and the said Mahitable lived together as husband and wife for some three or four weeks when the said Mahitable left your petitioner without any just cause known to your petitioner, and went to reside with her father, and that on or about the 12th or 15th of March last and some time after said Mahitable left your petitioner she was guilty of and caught in the act of adultery with one Green in the woods in said Union County and on or about the 20th day of Sept 1842 she was seen in bed with one Dennis Morgan of said Union County and with divers other Men whose Names are not known to your petitioner. and that on or about the day of she kept company with David Dixon a Married Man and went home with him through the woods after Night in the capacity of a Spark - and has been guilty of a total and gross neglect of duty as a wife in many particular since their Marriage Your petitioner therefore prays that the said Mahitable May be Made Defendant to this bill of complaint and answer the same and that a subpoena issue agreeable to the statute, and that your petitioner be divorced from his said wife Mahitable and that the Marriage contract between them be forever annulled and Made and declared void, and as in duty bound your petitioner will pray &c

By L. D. W. Crawford
Solicitor for Compt

No. 42-SC-4

Union Common Pleas Court.

Thomas Crippen Plaintiff,

AGAINST

Mahitable Crippen Defendant.

Supreme Court

JUN 1843

Decree for Plff

Journal 1 Page 73

Record No. 1 Page 321

Ex. Doc. Page

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

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 Mehitable Crippen to have execution of a certain Decree rendered in her favour against Thomas Crippen by our Supreme Court within and for the said County of Union on the 26th day of June AD 1843 for the sum of Dollars Costs

Witness John Cassil Clerk of said Supreme Court this 1th day of July AD 1843

John Cassil Clerk

Union Superior Court

Thomas Cuppin

vs Sub. in Eq

Mahitable Cuppin

Served by Certified
Copy of Decd. & this
writ June 6. 1842
Could not be found
Five weeks before
Court. Wm W Steele Shff

Serv 12
Mile. 45
Copy 10
6 22

Filed June 10th 1842
James. H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Jand COUNTY, GREETING:

We command you that you summon Matilda Crippen

to appear before our Supreme Court ~~of Common Pleas~~ in and for the County aforesaid at the Court House in said county, 2ND day June 1842

to answer the matters and charges contained in a Bill in Chancery exhibited against her by Thomas Crippen for Divorce and this she shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ.

Witness James H. Gill, Clerk of said Court at the Court house in Marysville, this 13th day of May A. D. 1842

James H. Gill Clerk

No. 42-SC-5
42-SC-6

Union Common Pleas Court

John M. Patton
Plaintiff,

against

Cadwallader Wallace
Defendant.

APR TERM 1842

Decree for Defendant

D

Journal 3 Page 18

Record No. 4 Page 15

Ex. Doc. Page

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

Norton Co. Pltfs

Cadwallader Wallace

vs

John M. Patton

In Chy

Filed March 31. 1837.
S. G. Strong clk

26 & 27

R

To the Honorable the Judges of the Court of Common Pleas of the County of Union in the State of Ohio in Chancery sitting—

Humbly complaining sheweth unto your Honors your orator Cadwallader Wallace That your orator is seized in fee simple of the following described tract of land situated in said County of Union to wit Survey No 13449, 13440 & 13526 of six hundred and fourteen acres beginning at a maple ash and hickory in the line of Mason & Swans survey No 9899 north east corner to William Pelhams upper survey No 6307 thence South 18° E. 427 poles to two bur oaks and an ash corner to said survey in the line of his middle survey No 6307 — thence South 72° E. 270 poles to a sycamore two hickory and a white oak in the line of his most easterly survey No 6307 thence with said line South 10° degrees West 55 poles to two hickories South West corner to said survey — thence South 80° E. 18 poles to a black ash in the line of said survey thence with the line of William Meracles survey No 12654 South 18° West 335 poles to an elm and horn beam South West corner to said survey thence South 78° West 294 poles to the beginning — And your orator further states that a patent issued to your orator for said land from the United States of America dated the 10th day of November AD 1836 — your orator charges that he claims the legal title to said tract of land and is in the peaceable possession thereof under said patent. — your orator further charges that one John M. Patton now a resident of the State of Virginia and whose post office may be made

defendant to this bill is setting up some claim and pretends that he as trustee or in his own right has some claim equitable or legal to said tract of land so as aforesaid petitioned to your orator and of which your orator has the possession and he seeks is endeavoring to convince the world he has purchase from your orator that your orator's title is defective and thus casts a shade of suspicion on your orator's title and prevents him from selling said land or otherwise enjoying the same unmolested and undisturbed - your orator is ignorant of the title of any which said Patton pretends to hold to said tract of land but has been informed said Patton claims under some entry or survey of prior date in some persons name - your orator suggests to your honor that said Patton has no just or honest claim in law or equity to said land ~~tract of~~ he has any the same is inferior and subordinate to the claim and title of your orator - The said Patton also refuses to relinquish and release to your orator although he is over aware he has no just paramount claim to said land - all which actions and doings of said Patton are contrary to equity and good conscience and tend greatly to the injury of your orator - In tender consideration whereof and for as much as your orator is without remedy at law and can only have his title quieted to him in this honorable court to the end therefore that said Patton may

upon his oath to a full and full answer make to all and singular the premises and more particularly that said Patton may set forth and say what title, interest or claim he hath or pretends to have in the lands of your orator in the bill set forth and which have been purchased by your orator? set forth the title, interest and claims and from whom derived or pretended to have been derived?

And your orator prays further as to the pendency of this bill against his claim and the usages of this court and a decree that said Patton may be compelled to surrender his right, title, interest, estate and claim to said land to your orator and that your orator may be forever quieted in his title and possession in said lands and that your honors would grant your orator such other and further relief in the premises as the nature of his case requires &c

[signature]

Sol. for Complt.

your Petitioner therefore prays that the said C. Wallace may under oath answer all and singular the allegations herein contained according to his knowledge or his information and belief, and that on the hearing he may be compelled to convey to your petitioner in fee simple so much of Entry No 4572 aforesaid as he has wrongfully acquired ~~to~~ the legal title ~~thereto~~, in manner aforesaid, and that your Petitioner may have such other & further relief in the premises as the equity of his case may require &c

Mason & Forbes Solrs. pr
L. M. Patton

Mason Com. Plea
Lewis M. Patton
vs
C. Wallace
Bill
Filed Nov. 10th 1838
Jos. W. Gill Clerk

Mason & Forbes

To the Honorable the Judges of the Court of Common Pleas in and for the County of Union in Chancery sitting

The Petition of John M. Patton of the State of Virginia one of the children and heirs at law of Robert Patton late of the State aforesaid who departed this life on or about the month of in the year Eighteen hundred and respectfully represents to your honors, that his late father the said Robert Patton in his life time held in his own right by assignment from one Reuben Briscoe, a Virginia Military land warrant No 4952 for one thousand acres of land, issued by the Commonwealth of Virginia, to the said Reuben Briscoe on the twenty sixth day of April in the year Eighteen hundred in consideration of services for the war as a captain in the Virginia Continental line which warrant the said Robert Patton, afterwards and about the fifth day of October in the year Eighteen hundred and four caused to be located on a tract of one thousand acres of land in the Virginia Military District in Champaign County in the State of Ohio reserved for the satisfaction of the officers and soldiers of the Virginia line on Continental establishment and an entry thereof No 4572 to be made in the books of the principal surveyor of said District. To a copy of which warrant and

entry on file in the office of the Clerk of this Court your Petitioner refers and prays that the same may be taken as a part of this his petition.

Your Petitioner further represents that the late Lucas Sullivant of Franklin County who was one of the Deputy Surveyors for the Virginia Military District aforesaid was employed by Robert Patton as his agent to locate said warrant and obtain for him a grant for the land to which he was entitled by virtue thereof, and the said Sullivant, as such agent did on or about the twentieth day of January in the year Eighteen hundred and twenty cause said warrant to be withdrawn from Entry No 4572 in the County of Champaign, and a note or memorandum thereof to be made in the book of Entries in the office of the principal surveyor for said District, and did at the same time cause another Entry No 4572 by virtue of said warrant to be made in the book of Entries in said office of one thousand acres of vacant land in that part of said District which is included in the County of Union. To a copy of which Entry now on file in the office of the Clerk of this Court your Petitioner refers and prays that it may be taken as part of this petition. The said Lucas Sullivant departed this life on or about the

day of in the year Eighteen hundred and twenty three, without having done any other or further act towards perfecting the title to the

Entry aforesaid.

But now so it is may it please your Honors your Petitioner is informed and verily believes that in the month of August in the year Eighteen hundred and nineteen, a survey of said Entry as made in the County of Champaign was executed by one Eleazer P. Kendrick of Chillicothe [redacted] and the name of Duncan McArthur was without authority subscribed to the plat of said survey returned to the office of said principal surveyor. your Petitioner is informed and believes, and so charges the fact to be, that the said Kendrick was not at the time said survey was made a Deputy Surveyor for said Military District, nor had he any authority from the said Robert Patton, or any agent of his, to make or return the survey aforesaid, [redacted] besides which, your Petitioner is informed that the survey made by said Kendrick was invalid for another reason namely, because it was made on ground that had been previously surveyed for one Thomas Frazier, or otherwise appropriated by

others, by whom the said survey was returned to the office of the principal surveyor, then kept in Kentucky, your Petitioner has no knowledge or information but he is informed that without bearing any date it was recorded on or about the twelfth day of July in the year Eighteen hundred and twenty. To a copy of the plat of said survey No 4572 on file in the office of the clerk of this Court your Petitioner refers and prays that it may be taken as a part of this petition.

Your Petitioner further states that the said Robert Patton did by deed bearing date about the Eighteenth day of April in the year Eighteen hundred and twenty one, duly executed and delivered, sell and convey to your Petitioner and to his late brother Robert Patton junior, who departed this life about the year Eighteen hundred & twenty nine, or Eighteen hundred and thirty all his real and personal estate in trust for the uses and purposes in the same deed declared and among other tracts of land so conveyed was the Entry No 4572 now in controversy, which was described in said deed as lying in Champaign County and as containing one thousand acres by estimation and as not yet surveyed and patented. To a copy of which deed on file in the office of the Clerk of this Court your Petitioner refers & prays that it may be taken as a part of this his Petition. At the date, and the

delivery of the deed, the parties thereto were wholly ignorant and uninformed of what your petitioner or his brother did not for many years afterwards learn to be a fact, namely that the entry in Champaign County had been surveyed, or that the warrant had been withdrawn therefrom and relocated in Union County. It was by reason of this ignorance, and not otherwise, that the land was improperly described in said deed as lying in Champaign County, and that if either of the parties to said deed, have at any time, done any act recognizing a subsisting claim to the entry in Champaign County, since the withdrawal thereof, it has been done in ignorance of the existence of any such survey, withdrawal and recentry as aforesaid, till within the last four or five years.

Your Petitioner further says that he and his brother accepted the deed and the trusts therein specified, and your Petitioner has been from the date thereof engaged in their execution. Your Petitioner claims the entry in Union County as surviving Trustee, and believes that his equitable title thereto is valid and ought to be maintained. And your Petitioner further says that Cadwallader Wallace of Chillicothe some time about the year Eighteen hundred and thirty seven exhibited in this Court on the Equity side thereof his Bill of complaint against your Petitioner as defendant, and therein set forth among other things

that he the said Wallace, who your Petitioner prays may be made defendant to this his cross petition, was seizin in fee simple of surveys No 13449, 13440 and 13526 of six hundred and fourteen acres situated in Union County, and that a patent dated November 18th A.D. 1836 had issued to him from the United States for said land - that he claimed the legal title, and was in possession thereof and that your Petitioner was setting up some claim and that as Trustee or in his own right he pretended to have some claim legal or equitable to the same land. And the said Wallace in and by his said Bill amongst other things prayed, that your Petitioner might be compelled to surrender his right, title, interest, estate in, and claim to the said land to the said Wallace, and that said Wallace might be forever quieted in his title of and possession in said lands & that he might have other and further relief in the premises

And your Petitioner caused his appearance to be entered to said Bill and his answer thereto to be filed, which answer refers to, as part thereof, the several papers hereinbefore referred to, and prayed to be made exhibits to this petition. The deposition of Matthew Bonner has been taken by C. Wallace & filed in the cause aforesaid, and the cause is still pending and undetermined in this Court

Your Petitioner further represents that he ~~states in his answer aforesaid on his own oath and belief, amongst other things~~

he stated in his answer aforesaid, on information & belief, amongst other things, that the survey of the entry in Champaign County had been made and returned after the withdrawal and recentry of said warrant - as to which your Petitioner says that he had no knowledge of the time when that survey was made prior to the taking the deposition of Mr. Bonner as aforesaid, but had been misled by information that mis took the date of recording, for the date of executing the survey.

And your Petitioner further states and shows to the Court here, that the said Wallace has obtained a patent from the United States granting to himself in fee the identical tract of land, or some part thereof, which is included in the calls of Robert Patton's Entry No 4572, and that said patent is founded on an entry, which your Petitioner is informed and believes he made in the year Eighteen hundred and thirty three, and surveyed in the year Eighteen hundred and thirty four, with full knowledge at the time, of the equitable rights of your Petitioner to the same land, and that the entry in the name of Robert Patton made in Champaign County in the year Eighteen hundred and four, had been surveyed in August Eighteen hundred and nineteen, and that the warrant had been withdrawn therefrom, and recentered on the lands in controversy in January in the year Eighteen hundred and twenty

ate of Ohio, Union County, ss.

That on this day of 184

being duly sworn, deposeth and saith, that

is twenty-one years of age, and has no wife living, that

is eighteen years of age, and has no husband living

no legal impediment to their being joined in marriage, and further saith not.

subscribed before me, the day
year above written.

CLERK UNION COMMON PLEAS.

John Field
England

Nancy Wood
Patton
Patton
Castle Rice
Castle Rice

4 files	25	Nelson
26	104	
Docket	6	
Sp.	8	
Dep. Dep	8	Sutton
4 con	40	
Ex	50	
10 file	40	
Record	2000	
Costs	47	
	2328	
Clerk	80	
Sheriff		
Surveyor	1400	
	3808	
	2428	Record & Surveyor
	1380	Amt. Rich'd for

Jenn vs JRS

The Pleadings

~~Sept 88~~

Wallace vs Patton.
Patton vs Wallace.

now offered for sale? - I do not understand it.

Returning you my thanks for the information you have given me in regard to this matter & for your prompt and polite attention to all my requires I am very respectfully Sir, Yrs obt servt

Jno M Patton

Copies of certain
Letters from Mr Patton
To
G Wallace

Letters - Nos 5. 6. 7
Patton to Wallace

my father was wholly ignorant of any change having been made in the entry –
Jno. McP.

Washington City Dec 1836 –

Mr Sir,

I appreciate the delicacy which has induced you to decline acting as my agent or attorney for prosecuting my claim for the 1000 acre tract of land which there is an existing conflict (as may be) between your rights and mine – As I do not feel authorized without further information to relinquish any possible contingent or collateral right I may have. I feel it to be my duty in conformity with your suggestions to assert & insist upon the benefit of the original entry of 1804 surveyed in 1820 by Israel McArthur without abandoning the ulterior resort to the other entry of January 1820 unless compelled to do so in asserting the first claim. In this state of things I have determined to employ counsel to attend to my interests in the whole matter, and shall authorise him to take such course as he shall deem best for my interests after looking into the whole affair.

You intimated in one of your letters that I was not probably yet apprised where claim was in conflict with mine. There was a significance in this remark which makes me anxious to be more explicitly informed as to who is my competitor in claiming the thousand acre tract in Champaigne county. Can you give me the information? – I have just received a letter from a gentleman in Kentucky informing me that 1000 acres of R Patton's land in Monroe county Ohio is offered for sale for the taxes of 1835-&6 – what does this mean? Why has not this been sold for taxes before this? Why is it

letters I rec'd one from Mr Latham in which he advises me to recognize and sanctions the last entry of 1820 - and to sue Sullivants heirs for damages for changing the entry of 1804 - but he gives me no facts from which I can my self judge what is best for me to do - He seems to think your interfering survey is not so against the last entry and he supposes you made it under the impression that my father was dead when the last entry was made And he concludes by urging me not to sell untill I heard from him again - as he was about to visit the land he to - Under these circumstances my duty as a trustee - and the respect which I was bound to pay for my own agent induced me to withhold any answer to your proposition until ample time had been afforded Mr Latham to give me more and satisfactory information in relation to the claim - I then heard no more from him - I do not think I should be justified as a trustee in giving one half of so large a recovery as you expect - in the event of my claim to the original entry being established - I will do this - if you will undertake to prosecute the claim for a recovery of the land as surveyed by Genl. McArthur - at your own costs & charges you may have One third of the amt recovered of the land - if the land itself be recovered. I am not disposed to make any alternative bargain as to the Warrant on which the claim is founded until I know something more about its value. Write you let me hear from you as soon as you can after the receipt of this which I fear may be postponed by your absence - as anticipated when you wrote me last

I am Respectfully
Yr obt Servt
Jno. M. Patton

N. B.

In my father's deed to me these tracts of land in Ohio are specified - viz:

" also two tracts one of 750 - the other 250 - purchased from Shotten Long and patented in the name of Philip Thompson and Robert Pattons " &c — " also another tract lying in Champaign County containing one thousand acres by estimation which has not been surveyed and patented - to do which a contract has been made with Allen Latham for which service he is to be a proprietor of the land " — one other of the tracts the land in question — and if so how does this statement in the deed affect the strength of my fathers claim to original entry - If the last tract be the one in dispute (as I expect it is -) - it would seem that in 1821

Fredericksburg 9th July 1836

Sir.

I have as the assignee of my father a claim to one thousand acres of land which I am informed has been located under a warrant No 2495 on the Scioto River adjoining the Ala Indian Boundary - I also learn that you have entered warrants upon a part or the whole of the same land. I know nothing about the regularity of your entry or mine - but various applications have been made to me to sell my claim - If I can get a fair price I wish to do so - as there is some conflict it seems between your claim & mine - and I and others may be tempted to enter elsewhere it has occurred to me that it might be desirable to you to purchase my claim so as to avoid a possible dispute and turn the whole matter under your own control - If so will you make me an offer - If you do not wish yourself to make a purchase will you do me the favor to let me know what my claim is worth - and the least I ought to take for it - that I may know how to deal with those who are anxious to buy my right -

Excuse the liberty I take in addressing you thus -

I am, Sir,

Respectfully Yr Ob'd't Serv't

Thos M Patton

Fredy (Va) 16th Oct 1836

Dr Sir.

I duly received yours of the 9th July and a subsequent one of the 24th August - both written in in answer to a letter from me of the 9th July. After returning you my thanks for your prompt attention to my inquiries I have to apologize to you for not answering sooner your propositions. You will appreciate my situation - I am a trustee merely - I have received numerous letters concerning this claim - giving contradictory statements as to its value and the situation in which it stands - I appointed Mr Latham as my agent some time ago in Ohio - he was my father's agent at the period of his conveyance to me. About the same time that I rec'd your first

C. Miller

vs

Jos. McPaller

Ref.

Filed July 13 1838

J. M. Gill Clk

Clerk and Master

J. L. Chancery

J. A. Potter

And it being complainant's prayer that the matters & things in the complainant's bill set forth may be answered to the answer of the defendants, & mercifully considered, and that the complainant may be relieved, &c.

S. S. Mr

Solicitor for Complt

Abstract of

Wallace
v
Pallas } Inchy
&
Pallas
v
Wallace } Cross.

Smith

~~87~~
~~65~~
~~88~~

No. 8.

C. Wallace
&
John M. Patton } Bill in Chy.

&

John M. Patton
&
C. Wallace } Cross Bill

Resident in Union Co.

The bill states that complainant is seized of surveys No.s 13449, 13440 & 13526 for 614 a.s (ascertain) That a patent issued to him dated Nov. 10th 1836. That he claims the legal title and is in possession thereof under the patent. That defendant is setting up or pretending to set up a title thereto. That plaintiff is ignorant of the title of Patton. He prays that Defent. may surrender his right &c. and be quieted &c.

John M. Patton answers that Robert Patton was assignee of warrant No 4952 for 1000 a.s. The warrant was placed with Lucas Sullivant who entered the same No 4572 (Copy A.1. This was made in Champaign Co. and it interferes with a prior survey No 3695 for 666 2/3 a.s in favor of Thos. Frazier patented to Robert Campbell April 15th 1808. In consequence of this Sullivant Dec. 30th 1827 directed the withdrawal of Robert Patton's Entry and to enter the warrant on vacant land in Union Co. – (Copy of letter & Entry made exhibits) The entry in Union Co. in part covers the same land that was afterward covered by Wallace's Entry and Wallace made the entry with notice. After the withdrawal of the entry in Champaign somebody, without the knowledge of Robert Patton, executed and returned a survey upon that entry No 4572 which is signed by Duncan McArthur. The survey No 4572 is made part of the answer. This amongst other land was conveyed by Robert Patton to Robert Patton junr. as lying in Champaign County. All the parties, as he believes, were ignorant that the warrant had been withdrawn from Champaign Co. or that the entry there

had been surveyed. Patton died Nov. 1828 and Robert Patton jr in 1829 or 30. He claims the land as surviving trustee &c.

John M. Patton in his cross bill states, he is heir at law of Robert Patton, that is one of them - That he died 18- and — That his ancestor held as assignee of Robert Brices Land Warrant No 4952 for 1000a - That the assignee caused the same to be located Oct. 5. 1806 in Champaign Co. Entry No 4572 That Lucas Sullivant was employed by Robert Patton as his agent to locate the warrant and obtain a grant - Sullivant about Jany 20th 1820 caused said Entry to be withdrawn in Champaign Co and caused another Entry No 4572 to be made in Union Co. L. Sullivant died without doing any further or other act in 1823 - In Sept. 1819 a survey of the Entry in Champaign was made by Ebenezer P. Kendall and the name of Duncan McArthur was substituted to the plats and certificate without authority and returned to the office - Kendall was not a deputy and had no authority from Patton to make or return the same - and the survey by Kendall was also void because on ground that had been appropriated by survey - It was recorded without date on the 12th day of July 1820 - Robert Patton conveyed by deed dated April 18 1821 to Pitchers and his brother Robert jun. real & personal estate in trust amongst which was Entry No 4572 described as lying in Champaign Co and as containing 1000a. The parties to the deed were wholly ignorant of the facts - and of either party has done any act since to recognize the claim it has been ignorantly done - Wallace in 1837 filed his bill - (Pleades substantially Wallaces bill and Pattons answer) and prays that Wallace may be compelled to convey to Patton so much of Entry No 4572 as he has wrongfully acquired &c.

Wallace knows nothing of the right of Robert Patton accrued to the warrant - denies Entry No 4572 in Champaign Co. and affirms it has been surveyed - knows nothing of the withdrawal of said Entry except what appears upon the books - Defendant states that he believes that no authority was given to Sullivant to make

the withdrawal. He denies the existence of such authority and calls for proof especially between the years 1818 & 1823. Deft. says Kendrick made the survey under Allen Latham who was agent of Robert Patton Senr. & who by contract with Patton was to have some portion of Entry No 45 in Champaign Co. surveying and securing the same — Latham and not Kendrick prepared the plat of survey and procured said Mr. Bethen Deptj. to sign it. and received it after the alleged withdrawal and knowing upon the Books the fact that only 49 52 in Champaign Co. had been surveyed by which it appeared that said warrant and entry had been satisfied. The copy shews that said Entry in Champaign Co. was made long prior to the entry of Wallace. Said entry and survey so made and received lies in Champaign Co. and Wallace's entry lies in Union Co. Admits Kendrick was not a Deptj. but asserts it is usual for some unofficial person to make the actual survey and then a Deptj. ratify it — Denies that any land in Union Co. was conveyed or intended to be conveyed by the deed of the claim Patton. The land in Champaign Co. had been surveyed previous to the date of said deed by order of Latham, Patton's Agent — so that Patton confirmed Latham's acts relating to the survey of No 45.72 in his behalf, Latham had full authority to do it. Deft. calls for proof of Robert Patton's ignorance of the facts when he executed such deed. — Admits survey and patent of the entry in Union. He has no knowledge of the claim pretended or made of John M. Patton under the correspondence filed — Respondent's knowledge was limited to the Books of the Surv. General — The books shew no surveys or unsurveyed entry conflicting with Wallace

Replication.

The complainant exhibits –

1. Plat of Survey of Robert Patton's Entry No 4572 – 100 acres – Recorded July 12th 1820 –

2. Copy of Entry No 4572 Robert Patton Assignee dated Oct 5 1804 – Warrant No 4952

3. Copy of Entry Jany. 20 1820 Robert Patton Assignee No 4572

4. Patent to C. Wallace dated Nov. 10. '36 – No 13.449 13.440 & 13.526. –

5. Letter dated July 9. 1836 John M. Patton to C. Wallace

6. " " Oct. 16. " – " "

7. " " Dec 8. " – " "

8. Copy of Letter of Atty. from Patton to Latham

Conipts. Depositions

1. Allen Latham

Locators have no mode of ascertaining vacant land but by the book of the Principal Surveyor. In locating he has generally been governed by the calls in the surveys – A good many surveys have been made varying from the calls in the entries. He believes many surveys would be entirely off the entries. The number of the surveys agree with the number of the entry. A marginal note is made opposite the entry indicating the book and page when the survey is recorded. The entries are supposed to be merged in the survey. The office shews that Robert Pattons survey was made after his second entry No 4572 was made. Pattons entry by the Books, appears to have been surveyed and is so marked – Frazier's survey

covers the ground occupied by Patton's original Entry as deposd. has been told. The entries of Frazier and Patton would connect as per diagram. He had the survey made and sent but had no interest or agt. as Robt Patton's agent or the agent of his Trustees.

2 Mathew Bonner

The land in dispute lies within the boundary marked 13. on said copy. He does not consider any part of Robt Patton's survey in said diagram B. He copied from the Books of the principal surveyor. He made the plat to discover the vacant land. Mr Wallace bought and sold land, it would appear, pretty cheap. President Allen Latham got the late Gen. McAllister to sign the survey and recorded it. Very many of the surveys in the Va. M. D. are made different from the entries. Some of the most valuable lands in the District have been surveyed entirely off the entries. The Books do not shew entries, other than by taking the same number of the entry for the survey and thus by simply writing the number within the plat. He considers the attention of the locator is withdrawn from the entry once drawn to the survey when the number is so made. Locators in such case consider the entry merged in the survey. Any surveyor's notes would authorize a Dep. to make one and return a survey.

3 Mathew Bonner

Latham about 26th Sept. 1819 gave E. P. Hendrick directions to survey Robt Patton's Entry No 4572 of 1000 acres – Hendricks about the 28th Sept. 1819 proceeded to make the survey – The plat upon which is written Mathew Bonner is the same made – Allen Latham was the principal Surveyor and the Books here arranged, that is the Entry Book, upon which is noted when the survey is recorded – It is the usual practice to first ascertain the land surveyed

or held under unsurveyed entry. He does not know whether there was any note in the margin in the particular case opposite the entry. The complainant could not have seen the entry No. 4592 in Union Co as made there and must have known it was intended to have been withdrawn from Champaign as it was entered by the same No. in the former county. Mr. Wallace knew from Witness and Latham that Kennedy had surveyed the entry in Champaign County in 1819 and seen after the survey was made. It was a common practice for surveyors not Deputies to make surveys and get a dep.y to sign it. That is no doubt the reason why D. McArthur signed it. At the time the survey was made Kennedy was not a Dep.y

Lucas Sullivant died in 1823. I went on the ground and found in Aug. & Sept. 1837 and found the ground of Patton's entry covered by Frazier's No 3695. The survey marked 73 & 74. shew the true state of case.

Deft. Exhibits

1. Decree R. Patton to R. Patton jun. & J. M. Patton.

2. Lucas Sullivant letter Copy Dec. 30th 1817.

3. James Galloway Jr. & Latham's letters.

4. Wallace Letter to J. M. Patton dated Aug 21. 1836.

5. Copy Lett Sullivant Dec. 30. 1819.

Defts Depositions -

1. James Galloway Jun.

Became first acquainted with Lucas Sullivant in the year 1810. and contd until his death 1823 a 24 - was a Dep. Sur. & land locator. I acquainted with Entry Survey No 3695 of 666⅔ as in Frazier's name and Entry No 4572 - Frazier's Survey is wholly within the bound of Pattons Entry. Patton Entry 4572 was made in Champaign Co. by L. Sullivant who afterward withdrew it and made an Entry in Union June 20 1820. He would say from the fact of Entry & withdrawal he was Pattons agent - Knows of no power. The paper marked H. is Latham's handwriting. The letter D. W. Y. was written by Opponent. Was at Chillicothe Sept. 28 1835. He knows that the letter of Sullivant to Anderson directing him to withdraw Entry No 4572 was in said Sullivant's hand writing and it was then on file of Latham's office - Believes but can't positively say that letter marked H. is a copy - Thinks it should be 1819. The letter of Sullivant was not written at his instance and don't know when written or mailed. Latham was appointed Surveyor General in 1829.

2. Allan Latham.

On the 27 of Dec. 1822 Robert Patton made a deed of trust to Robert Patton Jr. and Jas M. Patton (nearly heirs of deed) He presumes Robert Patton did not know of the withdrawal. The Survey was made in 1819 and by him returned to the office Jan 14th 1820 at which time knew nothing of withdrawal by Lucas Sullivant or any other person or that any authority had been given for withdrawal. The paper marked H. is deponents hand writing and is a true copy of the direction to withdraw 4572 except the 7th line the word "by me" should read "by person". Does not know the hand writing - Letter is first mentioned at Terre

Jany. 11. paid 18¾ - Dont know of Sullivant was agent for Patton. Formerly thought Galloway made the entry & took drawn it - The letter dated 21 July 1836 is in the hand writing of C. Mallet. He found the original of it amongst the papers.

The entry No 4572 in Union is within Pelhams Survey No 1307 of 1300 acs. That survey was made Nov 1809 by J. Galloway Jr. Witness did not consider the entry No. 4572 as good as the military warrant. The entry in Champaign about equal to the one in Union. Sullivant could not of his own information must have been here in 1819, 1820 & - James Galloway resided in Xenia in 1819-20 & Lucas Sullivant in Franklinton Fr. Co. The letters in the office shew that Galloway's letter to Rich.d C. Anderson dated Jany. 7th 1820 and that dated Decr. 30. 1819 with drawing entry No 4572 and vacating Pattons Jany 11. that are now mailed at Xenia the same day

The Entry of Robt Patton in Champaign Co. was made on the 5th day of Oct. 1804. No 4572.
This Entry was withdrawn and located in Union Co. by the same number 4572.
On the 20th day of January 1820 said Robert Patton entered by the same warrant No 4572 in Union County
On the 12th day of July 1820 Duncan McArthur D. S. returned and caused to be recorded the Survey of Entry No 4572 in Champaign Co
Nov. 25 & 26 1833 and May 3d 1834. Wallace made an entry 13.449 13.440 & 13.526.
These entries were surveyed and carried into grant Nov. 10th 1836.
It will be seen that Robert Patton and his grantees in trust waited upon this recorded survey in Champaign Co. for somewhat more than 13 years before Wallace made his entries upon that in Union Co.

McArthur v Morris Sup. 3 Ohio R. 181-2 is an authority to show that the authority for a survey shall be presumed.-
Dissent of McArthur's Honors Gallatin 8. O. R. 515-

In point of fact there can be no dispute but Latham was the agent of the trustees in making and returning the survey upon the Entry No 4572 in Champaign County. He positively swears to this and has a written authority. A strong effort is made to show interest or fraud in the agent, Latham; but this has entirely failed. Latham has no interest whatever of right that arising from his agency by contract. Mr. Latham then, at the date of the withdrawal or rather at and implied withdrawal of the entry in Union County and at the time of deciding and returning Patton's survey No 4571 in Champaign County had an agency of Patton and his trustees complied with an interest by virtue of his contract -

to have a part of the land as a compensation for his services. Seven years after the record of Survey, the Trustees of Patton authorized Mr. Latham to sell "the entry in the name of R. Patton of 1000 acres in Survey No 6570". This declaration is a most unequivocal acknowledgment of the acts of Latham if there were no evidence of his authority at the time. It is long after the Trustee had full knowledge of the facts of the Survey of his ancestor's entry in Champaign Co. It is hardly necessary to say upon this point that under Latham's discretion to manage the entry &c. his acts cannot be avoided on account of his mistakes. Assuming that the entry and survey No 6570 in Champaign Co. are wholly void by reason that the land had been previously appropriated, it would be wholly inadmissible to therefore hold the acts of Latham as against strangers void. The locators mistakes in fact and law in the Virginia M. District have never, it is believed, been a cause for the principal to annul them. The District has been shingled over and over again by the misapprehension and mistakes of locators, agents of the owners of warrants. It has never been contended that the principals in such cases could disown their agents acts.

Suppose a locator to make an hundred entries upon a single warrant for his principal and by and by survey fifty of them, may he in case ~~fifty which~~ fifty surveys are upon land appropriated prior to their entry take his choice of the remaining entries claiming that he is not bound by the acts of his agents because he has been mistaken in fact? This absurd doctrine carried out would have ~~been~~ produced the most enormous injustice to those entitled to the residuum. Now it is very well known that if Patton or his agent, Latham, had aimed to retain his entry in Union, he had nothing to do but to abandon the survey in Champaign and make a survey of the entry in Union. Since the statute of March 2d 1807 4 Vol. L. U. 92 Sevens L.L. 134, the survey is an appropriation of the land

The law considers every warrant as merged in the survey, when made a matter of record. Whether that survey was in conformity with the entry or variant from it, cannot prevent the merger of the warrant Elkins v Hart Harris Harden's R. 574

Again the same case "We conceive the case clear that after registering, the warrant was no longer an authority to any surveyor to execute an entry or make another survey."

The survey is the act of appropriation Taylor v Brown 5 Cranch 234.

When a survey is once made by the direction of the warrant holder and returned to the office, the warrant cannot be removed and again surveyed Lessee of Harris v Buchanan et al. 1 Wash. C. C. R. 191

But it is insisted that Wallace had notice of the entry of Patton & Union. The fact is not proved but if it was, it moved me and the defendant. The common doctrine of notice does not apply under the land laws of Virginia Kentucky v Mack 1 Hen & M 168. 2 Hen R. 419 McCarthey v Thomas et al.

I cannot for any legal or equitable purpose for abandoning the survey of Patton & Champagne and letting away the right of Wallace now vested to grant.

G Swan.

Union Com Plens

John M. Patton

vs

Cadwallader Wallace

Replevin

Filed May 18th 1839

James H. Lucas

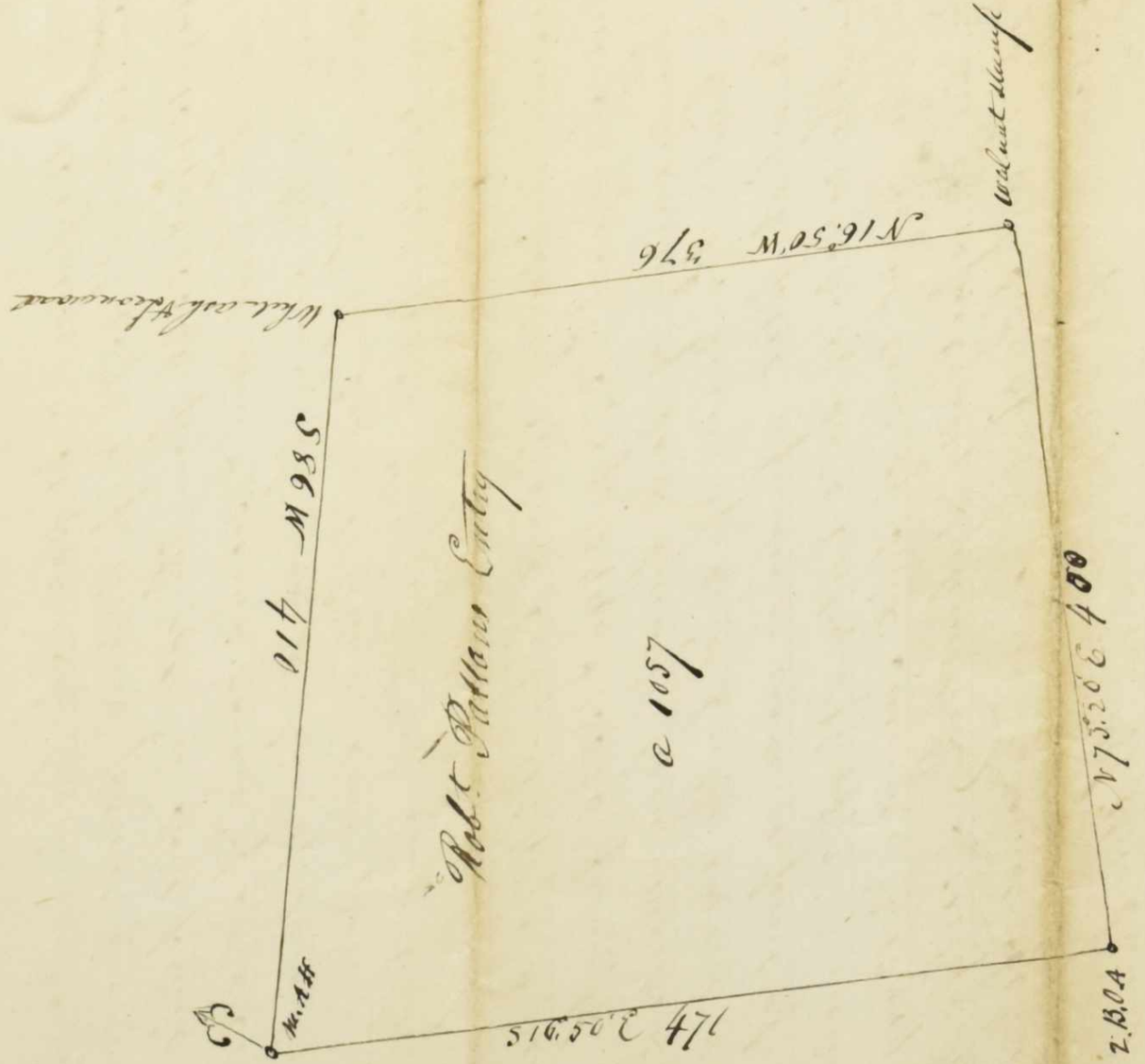
Mason & Torbert

John M. Patton } In Chancery
vs.
Cadwallader Wallace }

And the said John M. Patton comes and says that the matters & things set forth in his said Bill of Complaint are true in substance & in matter of fact and that the matters and things set forth in the answer of the said Cadwallader Wallace contrary thereto, are untrue: And this he is ready to make appear, as by this Court shall be directed.

Mason & Torbert Sol. for
Complainant

Surveyors Report
In Supreme Court
Patton
vs
Wallace



In pursuance of the Inclosed notice marked (C) I proceeded on the 14th June 1842 to survey Entry No. 4572 of 1000 acres made in the name of Robert Patton agee as described in the entry Marked (A) and also to resurvey Surveys No 13449, 13440 & 13526 as patented to Cadwallader Wallace by patent bearing date Nov 10th 1836 according to the patent calls of said patent a copy of which marked (B) together with a copy of said entry marked (A) is made a part of this report.

Having first taken to my assistance Samuel Bonnett and William Bannett as chaincarriers who were first by me duly sworn to discharge with fidelity & impartiality their duty as chaincarriers & continuing from day to day until the 16th of June 1842 when said Survey & Surveys were completed The Survey of Entry No. 4572 is as follows: Beginning at a Maple ash & Hickory, (the hickory & maple being fallen) In the Indian boundary line northeasterly corner to William Pelhams Survey No. 6307 for 1200 acres (being his upper survey, thence running with the line of Pelhams said Survey S 16° 50' E (correcting the course from the entry calls from S 18° E) 471 poles to two Bur Oaks & an ash. one of the Bur Oaks only standing, corner to Pelhams said Survey in the line of Said Pelhams South as middle Survey No. 6307 of 1200 acres thence with Stick Line of said Pelhams last mentioned ~~mentioned~~ Survey N 73° 20' E being a correction of the Entry calls from N 72° E, 400 poles to a stake near a black Walnut stump. Witness a hickory 20 inches in diameter bearing S 6° W distance 32 links, thence N 16° 50' W (correcting the course from the entry calls, from N 18° W. 376 poles to a stake witness a Large White ash & Ironwood, said stake standing

18 inches east of said white ash & 18 inches north west of said Ironwood; thence S 86° W correcting the course from the entry calls from S 80° W 410 poles to the Beginning containing 1057 Acres 3 Roods & 24 Poles. I also Surveyed Surveys No. 13449. 13440 & 13526 as follows to wit: Beginning at a maple ash and hickory in the Indian Boundary line, the hickory & maple being fallen, North Easterly corner to William Pelhams upper Survey No. 6307 for 1200 Acres thence running with the line of Pelhams said Survey S 16° 50' E correcting the course from the patent call from S 18° E 471 poles to two bur oaks and an ash, (one bur oak only standing) corner to Pelhams said Survey in the line of said Pelhams South or middle Survey No. 6307 of 1200 acres thence running N 73° 20' E. correcting the course from the patent calls from N 72° E, 458 poles with the line of said last mentioned Survey, to a Sugartree Hickory & red Oak the red Oak only standing; thence N 9° 40' W. correcting the course from the patent calls from N 10° W, with the line of said Pelhams easterly Survey No. 6307 of 380 acres 81 poles to two beeches north west corner to said Pelhams last mentioned Survey of 380 acres thence with another of the lines of said Pelhams last mentioned Survey N 76° E correcting the course from the patent call from N 80° E 21 poles to two black ashes marked as a corner (there being no beech found marked as a corner here) South west corner to William Murdocks Survey No. 12654 thence running with said Murdocks line N 13° W correcting the course from the patent calls from N 18° W 336 poles to an elm & hornbeam in the Indian Boundary line & north west corner to Murdock said Survey. thence with said Indian Boundary line S 80° W correcting the course from the patent calls from S 78° W 517 poles to the beginning

containing 1369 Acres & 31 poles. The beginning corner of Pattons Entry No. 4572 & of Wallace patent for Surveys No. 13449, 13440 & 13526 from the calls in said patent are the same the first line & second corner of said Entry & patent are the same. the second line of said Entry coincides with the second line of said patent to the distance of 400 poles the length of said Entry line The Plat of said Surveys herewith filed & Marked (A) represents the survey of said Entry No. 4572 & resurvey of said Surveys No. 13449, 13440 & 13526 from the patent calls the resurvey of said Surveys being marked in black lines & the survey of said Entry in red dotted lines to which plat reference is made as part of this report. The whole of said Entry No. 4572 is included within the patent calls of said Surveys No. 13449, 13440 & 13526. all of which is respectfully submitted. I certify that the plat on the out side of this sheet is a correct representation of Patents Entry No. 4572

Levi Phelps Surveyor

Fees

To Surveying. aggregate distance of Lines 7 miles	$6.00
To plat	50
" Calculating on two Surveys	1.00
" Travell to plat & returning 32 miles	1.62½
" paying Chain carrier two 3 days each at 75 cts p. day	4 50.
" 500 words in report	37½
	$14.00

(11)

Pelhams upper Survey No. 6307
C
1200
S 16° 50 E 471
H.m.A
Johnson Shandowy line S 80 W
517
S 86° W 410
A. Ind.
E. hom beam
N 13° W 336
N 16° 50 W 376.
2.B
A.B
N 9° 40 W 81
S.H ind. O.
400
N 73° 20 E 458
2.L.O.A
Pelhams Middle Survey No. 6307
A
1200

as withdrawn & to record the recently thereafter
lands in Union County?
Answer, I know nothing at the time of returning said
Survey ~~that~~ of the withdrawal by Lucas Sullivant
or any other person - or that any one had
[illegible] to make [illegible]

Sulliv[illegible] Dep.
7 Dep.

[illegible] by same. Is the paper now shown to
[illegible] marked (H.) including the signature in
[illegible] hand writing & is it a true copy of
[illegible]ginal on file in the hand writing of
[illegible] Sullivant & is the original on file in
[illegible]ncipal Surveyors office & was it on
[illegible] at the time the copy was made and did
[illegible]end the copy marked (H) to Wm. M. Patton
[illegible] true copy of a paper on file in the Principal
[illegible]yors office & at what time?
[illegible]
[illegible] The paper marked (H.) is in my hand writing
and is a true copy of a paper on file by which
the withdrawal of entry No. 4572 was made except
in the seventh line the words "by me" should read
"long since" - The letter thus written was addressed
to Col. Richd. C. Anderson Jefferson County near Middletown
Kentucky" Post marked "Xenia Ohio January [illegible]th" "paid 18½" - I am
not sufficiently well acquainted with the hand
writing to testify whether it is or is not Lucas Sullivants -
I have no recollection of the time when the copy
[illegible] by me or to whom it was sent - but must
[illegible] done since 1829 -
[illegible] Wm Lucas Sulliv[illegible] the agent
Patton & did he or such make the
[illegible] quotation?
- I do not know -

The deposition of Allen Latham taken pursuant to the annexed notice at the time and place therein specified to be read as evidence in a suit in Chancery in the Court of Common Pleas of Union County wherein John M. Patton is complainant and Robert Patton & Mattie defendants bill, taken on behalf of the said John M. Patton

The said deponent being of lawful age and first duly sworn deposeth and saith -

Quest. by Counsel for Complainant.

Did Robert Patton know or not at any time before the execution of his deed of trust to his son John M Patton & Robert Patton in April 1821, that his warrant had been withdrawn from his entry No 4572 in Champaign County and that it had been entered on lands in Union County or that entry had been surveyed & the plat received at that time? Answer - On the 27th December 1822 Patton made a deed of trust to Robert Patton Jr. & John M. Patton in he conveyed 1000 acres of land describing it thus "Also a tract of 0 "acres lying in Champaign County, which has not yet been patented and "which a contract has been made with Allen Latham for which "he is to have one third of the land" the contract made by John M. Patton ~~agent~~ had reference to entry No. 45 Champaign County - which entry I surveyed according to contract - I presume Rob. Patton Jun. did not know of this with Quest. by same. When was the plat of the survey aforesaid returned to the surveyor's office & deposited State, if you can remember whether it was returned by you before the 20th of January 1820?

Answer the survey as well as I recollect was made in the latter part of the year 1819 and was returned to the office by me on the 14th day of June 1820

Quest by same. Did you know at the time you returned the plat and certificate that Lucas Sullivant had given an order to the principal Surveyor to enter the warrant

Acknowledge the service of the within notice, this 7th day of December. 1840.

John M Patton
agst
Cadwallader Wallace

In Chancery in the Court of Common Pleas of Muskingum County Ohio, on cap bee.

Mr Wallace will take notice that on the 8th of December next between the hours of 9 A.M and 1 P.M of said day the deposition of Allen Latham and others will be taken by said John M Patton at the office of said Latham in the city of Chillicothe to be read as evidence in the above cause, with continuances till completed -

Decr: 7. 1840

Master & Tabert
Solicitors for John M Patton

December, 7th 1840. This is to certify that I left a true copy of the above at defendants dwelling, with his son defendant being absent

William B Brohman
Sheriff

by same. Did you find the original of the
) among the papers of Col Anderson &
you become possessed of the papers?
— I did —
by Wallace — When — at what date — do the files
of the Principal Surveyor's office show the Entry
No: 8997 of 267 in the name of Joseph and Sam
Wallace and Thomas Worrell, to have been made, and
by whom made?
Answer Entry No. 8997 was made on authority of
James Galloway Jr — by letter from him dated Henie
January 25th 1817; the entry on the book bears date
February 4th 1817 — and entry No. 9680 was made on the
authority of a letter from said Galloway dated Sept. 15th
1818 and was recorded October 6th 1818 — and the survey
including both entries was made by said Galloway
October 2d 1818 and recorded March 2d 1819 —
Anything else — Do, or not said Entries and survey cover the
identical tract of land which, by the calls thereof, would
appear to be covered by Thomas Ferguson's survey No. 3695
of 366¾ ams?
Answer — By the manner in which they connect
on paper they would seem to cover the same
ground —
Anything by same — At what date do the files of the
Surveyor's office show Entries No. 9097, No.
9812, No. 10045 & No. 10327 to have been made & by
whom? And by whom, and at what date does
the survey No. 9097, 9812, 10045 & 10327 of 366 ams
in the name of Joseph and Benjamin Dr. Lucas
and Thomas Worrell, appear to have been made?
Answer Entry No. 9812 was made on the letter of James
Galloway Jr — dated March 31. 1819 and is recorded
made on a letter of said Galloway dated Sept. 23.
recorded and No. 10327
on a letter of said Galloway dated May 17. 1820
recorded and the survey
survey on said entries appears by the Records
been made by said Galloway July 1st 1820

Quest: by same. In your former deposition you mention the withdrawal of the warrant as having been made by Galloway did you mean to say that Galloway withdrew the warrant, & if you did not, whom did you intend to refer to as having done it.

Answer – At the time of giving my former deposition I was under the impression that Major Galloway had made the withdrawal and re-entry – It seems however on referring to the files to have been done on the authority of a letter in the name of Lucas Sullivant

Quest by same. In whose hand writing is the letter dated "Chillicothe 21 July 1836" & addressed to the "Hon. Wm. M. Patton member of Congress Fredericksburg Va" now shown you marked No 1 and by whom is it signed?

Answer –
The letter is in the hand writing of the person by whom it is signed Wm. Cadwalader Wallace –

Quest. by same. Did Col. Anderson permit drawals and rentries to be made in it was by the authority of owner of the m or his agent?

Answer – So far as I had business transac with him he did not. I can only answe myself.

Supreme Court Case

1842-SC-0007

located with

District Court Case

1852-DC-0001

No. 42-SC-8

Union Common Pleas Court.

W W Woods

Plaintiff,

AGAINST

James W Evans,

Defendant.

Supreme Court

JUN 18 43

Judg vs Defendt

Journal 1 Page 73

Record No. 1 Page 323

Ex. Doc. 1 Page 337

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

The State of Ohio Union County ss

I Wm W Woods being duly sworn depose and that all the matters & things which are stated in the foregoing bill, as from the information of others I believe to be true and that all the several other matters & things therein set forth are true in substance and in fact.

Sworn to & subscribed to before me
this 23rd day of November AD 1840

Wm H Frank J.P.

I allow an injunction as prayed for in this bill to be continued until the further order of the Court and order the plaintiff to give Bond to the Defendant in the sum of $150.00 Dollars Conditioned according to law
Nov. 23 1840

Silas G Strong
Ass. Judge

Wm Woods
vs
Wm Bell
Injunction

James T Brown and
Filed Nov. 23. 1840
Jno. W. Scott
Clk
Cognovit

Recorded

To the Court of Common Pleas within and for the County of Muskingum and State of Ohio In Chancery Sitting

Humbly Complaining sheweth unto your Honors your orator Wm W Woods of the County and state aforesaid That on the 13th day of March A D 1839 your orator expedited and delivered to one Augustus Hall an instrument of writing of which the following is a copy to wit. Sixty days after date I promise to pay A Hall or bearer thirty four dollars & twenty five cents. Or as soon as 100$ is paid on a certain note given by Samuel W Dodd to Wm Sharp or bearer calling for 137$ one day after date dated October 20th 1838. Your orator charges that immediately previous to the time he gave the above note, The said Hall was indebted to your orator on a book account. And that your orator then took the said note against the said Samuel W Dodd, of the said Hall, on his said account, your orator represents that the said note against Dodd, over run your orators account against said Hall, thirty four dollars & twenty five cents for which balance your orator gave the said Hall the above described note, your orator represents that said Dodd's pecuniary circumstances previous to that time had been considered good & was still so considered by most of his acquaintances, But your orator had some reasons for doubting his solvency at that time, and consequently refused to obligate himself to pay the said 34$ & 25 cts to the said Hall, except upon condition that said Dodd should pay your orator 100$ on the Sharp note first, your orator charges that the said Hall then & there agreed to take an instrument of writing from your orator for said balance, payable as soon as said Dodd should pay 100$ on the Sharp note aforesaid. And your orator further represents that said Hall then & there drew a note, of which the above is a copy and and pretended to your orator that it did fully express the condition aforesaid, But instead of expressing ~~contrary~~ said condition, contrary to the expressed intention of the parties. It proved to be due at the end of sixty days or sooner if 100$ should sooner be paid on the Sharp note, your orator further charges that his doubts as to the solvency of said Dodd proved just, for 100$ could never have been collected from him by legal process since your orator held said note against him. For your orator has used great diligence, and has not been able to collect ~~[illegible]~~

any part of said Note, Your orator further represents ~~that~~ that said Hall sold the said Note against Your orator and that it passed through several hands, By some of said holders payment was demanded of Your orator, to which demand Your orator answered, that said Dodd had not paid the 100$ the condition upon which Your orator was bound to pay, said answer seemed to give satisfaction, for they & proceed the same understanding of said instrument that Your orator did, untill said Note came into the possession of James Owens long after it had became due, Who claimed for the first one who held said Note, that it was a promise to pay by Your orator at the end of sixty days unconditionally,

And Your orator further charges that he verily believes the said James Owens bought said Note well knowing that the contract between Your orator and said Hall, was as herein claimed by Your orator, And that he well knew that it was the understanding between Your orator and said Hall, that the said Note was to, & did, actually express the condition, that Your orator was not to pay it untill said Dodd, should pay Your orator the 100$ as aforesaid Your orator here charges that the said James Owens not withstanding his perfect knowledge (as Your orator is informed and believes) of the fact that there was a mistake in the wording of said Note, and that the intention of the original parties were as Your orator has herein charged, ~~but~~ being instigated & moved by the promptings of a dishonest mind, to cheat & defraud Your orator, ~~by making him~~ pay a claim for which he never received any consideration, & to harrass him with a petty and vexatious law suit, commenced legal proceedings against Your orator on said Note, and at the October term of Your honorable Court in the year 1840. in said County recovered judgement against Your orator for the full amount of ~~said the~~ same, on the same side of Your honorable Court utterly refusing on the trial to let Your orator explain the mistake

in said note by verbal proof. Which without his Consent. your orator could not legally do. in a Court of Law. It being competent Evidence in a Court of Equity. only. Where your orator is forced to resort for his remedy. Your orator further Charges that the said James Wrens Caused Execution to be issued on said judgment against your orator on the 16th day of Nov. AD 1840 which execution is now in the hands of Wm H Steele Sheriff of said County. All of which matters & things are opposed to Equity & good Conscience. The prayer of this bill is. that the said Wm H Steele Sheriff ~~may be injoined from all further proceedings~~ the said Augustus Hall & James Wrens may be made defendants ~~thereto~~ to the same And that the said Hall & said Wrens may answer upon their corporal oaths all the matters & things in this bill and that the said Hall may answer upon his corporal oath particularly what was intended between himself & your orator to be the Condition of the said note on which said judgement was rendered and that the said James Wrens answer upon his corporal particularly. If he did not know & understand at the time he bought said note. that the Condition of the same was intended by the original parties, to be as herein claimed by your orator. And that the said Wrens answer if the said Note was not due at the time he bought it. And your orator further prays that an injunction may be allowed to restrain the said Wm H Steele Sheriff from all further proceedings on said Executive And that on final hearing of this Cause the said James Wrens may be injoined from all further proceedings on said judgement untill said Samuel H Dodd shall have paid your orator the one hundred dollars aforesaid. And that the said James Wrens be adjudged to pay all the costs made upon said note from the commencement of the suit at law up to final decree in this Cause and that your orator may have such other & further relief in the premises as Equity & good Conscience may require

And your orator as in duty bound will ever pray &c

P Bloole Sol for Comp

Union Com. Pleas

W. W. Woods
vs } Writ in Chy
Jas. W. Evans

Service .10
Copy — .10
Mileage — .05

Injunction allowed
& bail given
Jas. H. Gee Clerk

Filed Dec 3. 1840
James H. Gee Clk

Recorded

Served the within Writ by giving Defendant a Copy Dec 1st 1840
W. Walters Sheriff U.C.O.

State of Ohio Union County s.s.

To the sheriff of said County Greeting

We command you to summon James W. Evans to appear before our Court of Common Pleas on the first day of next Term to answer unto W. W. Woods the matters and charges contained in a bill in chancery Exhibited by the said Woods against the said Jas. W. Evans and this he shall in no wise omit under the penalty of one thousand dollars and have you ~~this~~ ~~this~~ this writ

Witness James H. Gillebleh of said Court at the Court House in Marysville this 26. day of Nov. 1840

James H Gillebleh

Wm H Wells
Plea

James H Evans

Filed Oct 8. 1840
Jas. H. Lieblee

State of Ohio } Court of Common Pleas
Union County } In assumpsit
Wm Woods }
vs }
J M Evans }

And the said Wm W Woods now comes & defends &c and says ~~as to~~ that he did not assume & promise in manner & form as the said James M Evans hath declared against him & of this he puts himself upon the country & the said James M Evans doth the like

O R Elliott Atty for Deft

W. W. Wood

Note

$ 24.00

3425

2.88

57.13

3425

2.88

14

57.13

3425

57.13

(4)

Sixty Days after date. I promise to pay H Hall or Bearer Thirty four dollars & Twenty five Cents or as soon as 100$ is paid in a certain note given by Saml H Dodd to Wm Thorp or Bearer Calling for 137$ one day after date dated Oct 20th 1838 Marysville Jackson 13th 1839.

M. L. Woods

in 67½ in 31½

in the sum of forty dollars for the price and value of goods before that time sold and delivered by plaintiff to defendant at his request and in the further sum of forty dollars for money found to be due from the defendant to plaintiff on an account then and there stated between them and whereas the defendant afterwards on the first day of June 1839 in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff fifty dollars and therefore he brings suit &c

By W. C. Larrew his atty

Mon Com Pleas
L. Dr Evans
vs
W H Brooks

Mar
Filed June 15. 1840
James H. Gill Clerk
Costs incurred
Recorded

State of Ohio } Union Common Pleas October Term 1839
Union County } ss
James Evans
vs } on appeal from the docket of a Justice
William W Woods } of the peace

And there upon James Evans Complains of William W Woods in a plea of assumpsit for that whereas the said William W. on the 13th of March 1839 at the County aforesaid made his certain promissory note in writing and delivered the same to one A Hall and thereby promised to pay the said A Hall or bearer thirty four dollars and 25/100 sixty days after date thereof which period has now elapsed and the said A. Hall then and there for value Received of of the said James Evans delivered the same to the said James Evans whereof the said Wm W Woods then and there had notice and then and there in Consideration of the premises promised to pay the Amount the amount of the said note to the said James Evans according to the tenor and Effect thereof

And also for that whereas the said Defendant on the 13. day of March A.D. 1839 at the County aforesaid made his certain other promissory note in writing and delivered the same to one A. Hall and thereby promised to pay the said A Hall or bearer thirty four dollars and 25/100 sixty days after date, or so soon as 100$ was paid on a certain note ~~of hand~~ given by Saml H Dodd to Wm Sharp or bearer calling for 137.$. one day after date dated October 20th 1838 which period has now elapsed

And the said A Hall then and there for value Recd delivered the same to the said James Evans whereof the said Wm W Woods then and there had notice and then and there in Consideration of the premises promised to pay the Amt of the said note to the said James Evans according to the tenor and Effect thereof And also for that whereas the said William Woods on the day and year aforesd at the county aforesaid was indebted to the plaintiff

Wm Woods
ads

James Brown
affidavit

Recorded

J. P. Evans } Demurrer overruled
vs } application to plead
W. W. Woods }

The said Wm W. Woods being duly sworne. says. that he has a good & meritorious defence to the above action (to wit) the note on which said suit is instituted was not to be paid untill S. H. Dodd paid 10 $ on the other note. W. W. Woods

Sworn to & subscribed to in open court

Jas. H. Gill Clerk

Woods
vs
Evens
} Brief

Filed June 27. 1842
Jas H. McClelle

Woods } Supreme Court
vs. Evens } In Chancery

Bill charges a judgement & execution at law in favor of Evens. 2d charges that said judgement was obtained on a note made payable to A Hall or bearer, the same being filed with the papers in this case, and marked (A)
3d charges a mistake in reducing said note to writing, in this that said note on its face is an obligation on Woods to pay its amount at the end of sixty days from its date unconditionally. - Whereas it was the agreement between Woods & Hall ~~said note~~ said note was to be made payable when ever S M Dodd should pay Woods 100$ on an other note, (in the first mentioned note described)
4th charges that the note now in controversy was ~~sold by Hall~~ written by Hall and that it was at the time of the parties that the intention, it should, in their opinion that it did express the condition as claimed by Woods in his bill, 5th charges that Hall sold said note & it passed through different hands till it come to the possession of Evens long after it was due by its face. 6th charges that the intermediate indorsees (between Evens and Hall the original payee,) took said note with notice of the true condition (as claimed by Woods) 7th charges that Dodd has never paid ~~any~~ any part of said note, ~~And that it never could have by collection~~ and that Woods has use due diligence to have him do so, so that it never could have been subjected under the transfer — The prayer of the bill is, that the Court of Contract between the original parties may be set up, for injunction & general relief. &

Answer

The Answer of Evans admits judgment execution &c, also admits the note came into his hands after it was due.

Depositions

Wade proves the mistake in reducing the note to writing as claimed by Woods

Also proves that the money could never have been collected off Dodd. Because he put his property out of the reach of the law

Milligan - Deft witness

~~Evans~~ Evans that he sold the note to Evans, says he bought it of Farmer who gave him notice of the condition when he bought

He thinks he told Evans of the condition when he sold to him

Bently Evans ~~there~~ was talk about the condition when Evans bought the note of Milligan ~~Evans~~. does not distinctly recollect what it was.

References

Wights reports 237

1st Val. Conc. 2 6 R 106

As to correct mistake in reducing contract to writing, pr a court of Chancery

P B Cole atty

for Compltt.

The points made by the Compltt. are 1st he was not bound to sue Dodd, or make collection of the note, but merely to receive payment,

2d The amt of 100$ could never have been collected off Dodd since the transfer. Be cause he had

but little property, And that, was kept concealed & incumbered in such a manner that it was out of the reach of the law,

P. D. Beale Atty for Complt

Mary W. Woods
vs } Joinder & Demurrer

A. Neal

Filed August 17th 1841

James H. Gillette

Recorded

William W Woods vs Augustus Hall et al

Marion Com Pleas
In Chancery

And the said William W Woods says that his said bill & the matters therein contained are sufficient to entitle him to the discovery & relief prayed for in his said bill. Wherefore he prays that the Demurrer of the said A. Hall may be overruled & that the discovery & relief prayed for in his said Bill may be granted him &c

By S B Cook his Solr

James W. Evans
vs} transcript
W. W. Woods

Filed oct 29. 1839
James H. Gill Clerk

The State of Ohio Union County

Paris township Justices Docket Entry

James W. Evans
vs
W. W. Woods

Suit Brought on an instrument of writing in the following words to wit
Sixty days after date I promise to pay ct. Hall or bearer thirty four dollars twenty five cents or as soon as 100$ is paid on a certain note given by Samuel H. Dodd to Wm Sharp or bearer. Calling for 137$ one day after date Dated Oct 20th 1838 Marysville Ohio
13th 1839 (signed) W. W. Woods

Justices cost
Trial .25
transcript .31¼
.56¼

Sept 9th 1839 this day came the parties without process and agreed to submit the cause for immediate hearing and after hearing the pladings it is considered that the plantiff have no cause of action and that the def have a Judgment for costs Plantiff gave notice for an appeal

In the suit of James W. Evans against W. W. Woods I. Mortimore Bentley do acknowledge my self Bail for Plantiff in the sum of seventy five dollars to be Levied on my goods and chattles lands and tenements if default be made in condition following which is the said James W. Evans shall pay the above debt and costs and costs that may accrue in the court of common pleas

M. Bentley

signed and acknowledged before me this 16th Day of Sept A.D. 1839

James Lower J.P.

I certify the above to be a correct copy of the proceedings had before me given under my hand Oct 29th 1839

James Lower J.P.

Jno W Wells
vs
Reis
&
Jas W Ewing

Filed Aug 17th 1861
Jas H Giddings

Recorded

William W Woods
vs
James W Evans et al

Union Com Pleas
In Chancery

And the said William W Woods comes & says that the matters & things set forth in his said Bill of Complaint are true in substance & in matter of fact & the matters & things set forth in the answer of the said James W Evans contrary thereto, are untrue and this he is ready to make appear as by this Court shall be directed

By P B Cole his Solr

Union Com. Pleas

W. W. Woods

vs } Bond

Jas. W. Evans

Filed Nov 26. 1840

Jas. H. Gillett

Know all men by these presents that we W. W. Woods and J. S. Fulton are held and firmly bound unto Jas W. Evans in the sum of one 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 26th day of November A.D. 1840

The condition of the above obligation is such that whereas the above bound W. W. Woods has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a judgment obtained in the same Court of Common Pleas by the said Jas W. Evans against the said W. W. Woods at the Oct Term thereof A.D. 1840 for the sum of thirty seven dollars and thirteen cents damages and $3.48¾ costs until the matter thereof can be heard in ~~Chancery~~ or Equity, Now if the said W. W. Woods shall pay all moneys & costs due or to become due from him the said W. W. Woods in said judgment at Law and all moneys and costs which shall be decreed against the said W. W. Woods in case said injunction shall be dissolved, then this obligation shall be void otherwise in full force and virtue in Law

Seal

John S. Fulton Seal

Union Com Pleas

James W. Evans
ads } answer
W. W. Woods

Filed August 4th 1841
Jno. A. Gee Clk

Recorded

The separate answer of James W Evans to the bill of complaint exhibited against himself and others by Wm W Woods in the Court of Com Pleas

This defendant now comes and saving and reserving to himself &c and answering says that as to the deal between Compt and A Hall alias deft to said bill this deft knows nothing and cannot admit any thing therein stated. As to the number of hands the said note passed through this deft knows only that he got it of one John Milligan and paid him said Milligan the full face of said note in chast and an obligation for shop work for the same at the time of the purchase

This deft positively denies all knowledge of any objection made on the part of Compt to paying the note at the time it became due or was demanded and charges that if he did so object that this deft never so much as heard of it untill the said note was the property of this deft nithe from Compt or any person else But this defendant here positively charges that Compt when first demand to pay said note by this defendant made no objection to the paying of the same except that he was then in haste and had not the money then to do it with and promised this deft to pay or settle the same shortly thereafter.

This deft further charges that Compt at the time this deft Brot suit on said note had parted with the said note and had no control over it and was neglecting to prosecute the said note to Judgment and execution. this deft positively denies all knowledge of any understanding whatever between said Hall & Compt about said note or its payment untill after he had presented the note to to Compt for payment and charges that he did not know so much as that there was any such note untill a few minutes before he purchased the same of Milligan nor did Milligan so inform or intimate to this deft

Nor does this Deft believe that Compt ever was so informed that this deft did so understand in relation to said note as he charges. But Deft here charges that he verily believes that said allegations in the bill contained were put in to enable Compt to delay and shuffle off the payment of this Defts Just Judgment.
This deft admits he sued and recovered Judgment and the issue of the execution but hopes that as Compt seems to admit the Court done right in entering said Judgment this may be no cause of informing. And for the admits that the said note was due when it came into Compt possession. This deft denies having done any thing in or about this matter to injure or defraud oppress or impoverish the said Compt or other than Equity and good conscience warrant
And having thus fully answered he prays to be discharged with his costs in this case most iniquitously incurred and as in duty bound &c

By W. Lawrence his Sol

Mon County ss

Personally appeard James H Evans who being duly sworn says that the matters and things set forth in the foregoing answer as of his own knowledge are true in substance and fact and far as stated from others he believes to be true J. W. Evans

Sworn to and subscribed before me this 5th day of August 1841 Wm H. Frank C.C.

Union Co Pa

C A Hall
adm'r
W W Woods

Filed August 5 1840

James A Gee Clerk

Recorded

A Hall
ads
W H Woods

Union Com Pleas
In Chancery

And the said A Hall comes &c and demurs to the said Bill of Complaint of the said Wm H Woods and for cause of demurrer shows that the said Complt in his said bill does not make a case to entitle him to the discovery or relief from this deft Wherefore he prays the Judgment of this court whether he shall be compelled further to answer or defend against said bill and that he may be dismissed with his costs &c

A Hall in pro per

W W Woods
US } Depositions
J. W. Evans

Compltg Dep.

R Graham
S. G Throng
J. E Hamott

Depositions of witnesses Taken in a Cause Pending the Supreme Court in Chancery in & for the County of Union Ohio where in W W Woods is Plaintiff and James W Evans is Defendant In pursuance of the notice here to attached and at the time and Place there in mentioned

Both Parties Present

Robert Graham of the County and State aforesaid of lawful age. being first duly sworn as hereafter Certified. deposeth & saieth.

question by Complainant

were you acquainted with Samuel H Woods's pecuniary circumstances in the Spring and Summer of 1859. If so. would you say that a claim of $137.00 could or could not be collected from him by law at that time

Answer I was to some extent aquainted with his circumstances at that time as to whether that amount could have been collected from him at that time in money i think it could not have been collected not that amount anyway

- question by same. was he largely indebted at that time, if so tell the probable amount. what amount of property did he own at that time,

Answer by same; he was indebt at that time to a considerable amount i should think to the amount of three or four hundred Dollars as to the amount of property that he had at that time i know of this having one more worth about forty Dollars I dont know of his having any more

2)

Question by Deft. Do you not know that in the year 1839 Dodd Raised a large crop of corn and hay and oats and wheat that he had hogs to a large amount and do you not know that he held by name all the stock on the farm including at least six head of horses a number of cattle Farming utensils &c &c

Answer by same: I cant Recollect what year it was that he Raised a Large crop of corn to the best of my recollection he raised a large crop of corn in the year 1838 or 1839 & the year following he raised a crop of wheat between one & two hundred Bushels as to the hay & oats i dont know i heard him offering to sell oats about them times as to the hogs i dont know how may he had — i dont know that he did at any one time own all the stock on the farm I know nothing about how may horses he owned i know he had one more i dont no whether he had any more or not

Question by same. When did Dodd leave this country and what property did he take with him? Answer by same

he left here in the fall 1841. as to my own personal knowledge i no nothing about what property he took away with him and did not know when he went or I would have stopped him. Question by same in the Spring of 1839 and summer following could one hundred dollars been collected from Saml H Dodds?

Answer by same: I should say it would be uncertain. Question by same what property and to what amount had he at that? Answer by same I think he owned a more at that time if he raised

(over)

a crop of corn in 38 he had a crop of wheat in 39 meaning the crop of wheat before spoken of the crop of corn before spoken of I would think he had about 15 acres in corn I should think it produced 35 or 40 Bushels to acre and i hauled one hundred Bushels for him that he sold to ward at 31 cents per Bushel he had about that time three or four hogs in the pen as for any more I aint sartin I think he had some cattle one Cow any how I know he had one by hearing him offering to sell one I heard him talk as if he owned Sheep. I Should Guess he had Sugar Kettles enough to hold one hundred gallons I dont know how much harness he had the more before spoken of ~~had but main~~ I cald a sorrel it strikes my memory that he had parted with his light slender sorrel mare with white face & legs be fore that time I dont know whether he owned young Horses or not. i dont ~~know how many~~ plows he had I pesume he had apes but how may i dont know

Question by same was he a man of family?
Answer by same. he had some family? he had a wife & kept house

Question by same? Did he farm and raise the usual crops of Hay oats &c of farmers in his neighborhood

Answer by same I dont know whether he farmed in 39 or not it rather strikes me he worked at Job work ~~about that time~~ then times

Question by same had he been a farmer before he worked at Job work. if so did he abandon farming when he went to work by the Job and when did he commence working by the Job?

Answer by same. he had been farming I dont

over

know whether he abandoned farming or not when he went to work job work I am not certain about the years at all but I think it was 39 when commenced job work

Q. How far did you live from Dodd?

Answer by same, About one mile

Question by Same were you frequently on his farm to see and know his stock generally, his farming utensils &c?

Answer by same I was not there often I had not the opportunity of seeing & knowing his stock.

~~Question by Same~~

Re-examined by Plaintiff - whose land was the crops of corn & wheat raised on, & did Samuel W Dodd ever own any land himself to your knowledge

Answer by same; he rented from his farther the land that he worked & lived on the same land that he worked he never owned any land himself to my knowledge - Question by Same did any other person, hands put ~~on the~~ said Samuel ~~& his father live on the same farm~~ - ~~& work together in~~ in raising said crops. - ~~farming~~ & on shares or otherwise

Question objected to by Defendant be cause it is a Leading question

Answer by same to the above question he had hands hired it is my opinion that he farmed to himself

question by Same, on the year 1839, do you mean to say that you knew of the said Dodd having any other property than the mare above spoken of. - And is it not your opinion that said mare had about all the property he then had subject to Execution.

This question was objected to because it is put in a leading form and asks for opinions where facts only can be enquired of or for.

Answer by same I dont know of any other than the one mare i dont know when it was whether in 38. 39 or 40 for certain

question by same, when the said S H Dodd first quit the farming & went to work for Dr. Mann & others at job work what were his circumstances, & what property had he subject to Execution to your knowledge,

Answer by same; he was considered to be in good circumstances untill about that time when he failed and went down very fast I dont know of any thing certain only a mare

Cross examination

By Deft what for for how long did he rent of his father or was it a lease for a number of years

Answer by same; I dont know how long he rented

Question by same what year did he rent or what do you know about his renting or do you know that he rented at all?

Answer; as to the year i dont know I only heard it talked of that he rented of his farther I have no personal knowledge of it I dont think i ever heard the parties say so

Question by same Have you not heard it said and did you not about the year aforesaid understand that Dodd did own land?

Answer. I heard it Rumored that ~~he did~~ it was supposed that he had Entered land in the west.

6)

Question by same Did Dodd exchange Paper money in to Gold and silver for the purpose of getting land office money prior to the time he worked Job work?

Answer I do not know whethe he did or not I think Report come from his farther Samuel was getting gold to buy land

Question By same Dont you know Dodd was esteemd good untill about the time he lifted the last of his pay from Dr Man for Job Work and did not you trust him?

Answer some people caled him good and some did not I trusted him for two Bushels of corn and I took his note about the 1840 and held it untill about the time he left the county

Question by same Did Report say and what is your opinion as to Dodd's taking away horses with him?

Answer It was reported that he did take away one more with him a diferent more from the one spoken of above it was reported that he come back the spring following and took off two or three colts the idea I had that they was more than seeking colts

The plaintiff obyected to the last question and answer be cause it is hearsay.

Question By same Do you know anything more about this matter?

answer I think I have sayed enough

question by same compelt. When was this debt for which Dodd gave you said note contracted

Answer I think about the year 1838

What was the reason that you did not collect said note sooner, & have you every got it yet.

Answer; I did not stand in need of it and allowed he would pay me what was right I had confidence in him, I thought that he would not let me suffer if he did other people I have not collected the note yet. question by same, Did he go off leaving this debt you liable to pay on other debt as his security.

Answer; He did?

Question by Deft Why did you believe he would not let you suffer did you trust him or because you believe him Honest?

Answer, the reason that I thought he would not let me suffer because I thought he was a particular friend of mine I had befriended him and went his security untill a few days before he went a way

Question by same What property had he when you took that note above spoken of;

Answer; I could not say what property he had at that time Robert Graham.

Also at the same time and place Silas C Strong of lawful age being first duly sworn according to law Deposes & says

Question by Compltt, were you acquainted with the pecuniary circumstances of Samuel H Dodd in the Spring & Summer of 1839, if so, do you believe (from that knowledge) that 100$ could have been collected from him at that time or since by legal process.

8 - 2

Answer I have had some acquaintance with Samuel Dodd for Several years & have Never Known him when I should have been willing to Trust him to the Amt of $100 without ~~[illegible]~~ Security

Question by Same, did you have any knowledge of the note, now in question, that W. W. Woods bought against said Dodd in the Spring of 1839.- or did you understand that said Woods had bought said note, & what was then your opinion of said Dodd's Capacity to pay it,

Answer

Some time in 1839 I think Wm W Woods - Told me he had bought a Note on Samd H. Dodd Calling for ~~[illegible]~~ a Sum between one & Two Hundred Dollars & I Told him that I Would not Give him for it the power that would Kill him. or an answer Something ~~Like that question~~

Question by Deft Did Woods Brag what a good bargain he had made in getting said note? And when did Woods give the note to James A. M. Lain?

Answer At the time he mentioned Having Got the Note he Spoke of Having made a Good bargain in the purchase of the Same. Which was one reason for my rather Extravagant answer I know Nothing More about the Note - Neither when he parted with it or to Whom

Question by Same Do you know what property Dodd had in his possession in the Spring and Summer of 1839?

Answer I do Not

Examined by Complt.— Did you know that said Dodd was largely indebted at that time

Answer I had so understood but had no positive knowledge

Silas G Strong

Also at the same time & place James E Harriott of the County aforesaid of lawful age being first duly sworn as hereinafter certified deposeth & saith.

question by Complainant. Was you acquainted with the pecuniary circumstances of Samuel H Dodd in the Spring & Summer of 1839 & since — If so (from that ~~that~~ knowledge) would you say that ~~soap~~ could at that time, or since been collected off him by law.

So far as my knowledge of Samuel Dodd was at ~~that time~~ was that he was verry much in Debt and I could not Learn that he had much of any thing to pay ~~with~~ about that time he was anxious to have me Give him Credit in my Store and I Did refuse him at three Different times in one Day ~~James E Harriott~~ at this time we were Crediting everything that we thought was any way Responsable

Questions by Deft Did you collect any thing from him since?

at the time I Refused him he owed us ~~2~~ ~~15~~ Dallars and asked him to pay the same he said he would if we would take a note which we Did ~~or~~ some person that I dont at this time remember James E Harriott

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 within named Robert Graham Silas G Strong & Jane E Harriott 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 & the Witnesses themselves and were taken at the time and place specified in the inclosed notice

Given under my hand this 14th day of June A D 1843

James Turner J P

Cost Bill

Justice cost J Turner	$3.00
Court do Wm Wells	20
Witnesses	
R Graham	50
S G Strong	50
J E Harriott	25
	$4.45

Brief of further
Evidence

Brief of
Evidence

— Fannin swears, that he thinks $100. could have been made from Dodd in 39. — thinks he owned some horses & cattle, certain, & probably some other property.

— Hall, says, he sold the note ~~now~~ on Dodd to Compt. told Compt at that time, that it would be paid in 30. days or 60 days at furthest — Dodd circumstances by some were considered good by others doubtful. — Then Dodd claimed some horses in the Summer & fall of 39. — But does not think this claim could have been collected, because Dodd was absconding and would have concealed his property, That there was nothing said between him & Wood about suing or collecting

— J S Ward testifies, that he in the fall of 39. bought of Dodd. 100 bushels of Corn, and that same Winter took a bill of sale of a field of wheat, two horses and some hogs. — That wit. got the wheat, one horse, the other horse died, & the hogs were returned to Dodd.

— Nason swears, that he lent Dodd small sums of money the Summer of 39. & he paid them, thinks he owned horses, lived 3 miles from him, & was never in his house. —

P B Cole Atty for Compt

Isaac Dodd also says Saml. had 40$ worth of hogs, a mare & colt & an other mare, says he raised twelve acres of Corn on rented land, —

on Cross Examination, — ~~on Cross~~

He says — Samuel moved away that Spring about 6 miles & left his property on his father's farm & in the range about there, the 12 acres of Corn was raised on land rented from wit. with wit farming utensils, and was traded by one Perry Broth in law to said Saml. — witness had claimed & had a trial to the right of some property taken on execution as said Samuel's And had proved his right to the same by the said Saml. & an other of his sons.

Isaac G Dodd swears, Saml. had but one Cow after April 39, together with the balance of the property sworn to by last wit. — says he heard Wood ~~then~~ tell Saml. that he would capias him if did not pay him this note — he also says Woods in ~~sept~~ 1841 took Saml's judgement note three years after date, that Saml was then entirely insolvent & most of his creditors were settling with him in the same way — also says Saml after his credit failed kept his property concealed 3 Colts at his fathers & one mare at John Pollocks — says Samuel said he received no value for this note & he would not pay it till he was forced. — Joseph Stiner thinks 100.$ might have been made from in 1839. — wit knew Dodd had sworn some hogs & the crop of growing Corn, which he bought at $155, & this is all he knew of him owning. — wit heard Dodd had ~~his~~ a mare concealed — three Colts at his fathers which were always called his fathers.

Brief of Evidence taken since Continuance

Complainants Dep.

Robt Graham testifies that he was acquainted with S. H. Dodds circumstances in 1839. He was indebted Three or four hundred dollars, And had no property to his knowledge, but one mare worth about 40$ witness does not belive that one hundred dollars could have been made off him, — on cross examination a good deal is said about other property, crops &c — But witness knows of know other property than the mare & some hogs. — says Dodd's credit failed about that time (the spring of 39) And he quit farming & went to working at job work,

— Silas G Strongs, testifies that he has known Dodd for several years, And he never knew him, when he would have trusted him one hundred dollars, without security, — witness told Complainant, at the time he bought the note it was ~~no~~ not worth powder enough to ~~blow~~ kill him.

James E Harriott, testifies that in the Spring of 1839 he refused to trust Dodd in his Store, And that he was then trusting every person that was thought in any very responsible, witness knew Dodd was very much in debt, & had not much if anything to pay with,

Defendants witnesses,

Isaac Dodd (father to Saml H Dodd) testifies — that one hundred dollars could have been made off said Saml. in 1839, — — He testifies he 3 Cows worth 16$ a Each, — (but it is proved afterwards by Isaac J Dodd that he had sold two of those Cows in that Spring, leaving only one,

April 13. 1842 Jacknowledge service of the writ

James W. Evans } Union Common Pleas
Ads } in Chancery
Wm W Woods

The complainant or his counsel will take notice that Depositions will be taken by Deft to be read in evidence on the hearing of the above cause between the Hours of 6. O'Clock A.M. & 6 P.M. on Monday the 18th inst at the office of James Turner a Justice of the peace in Marysville Union County Ohio. before some competent authority

April 13th 1842

James W. Evans

Wm W Woods
vs
James Wevers & A Wall } Com Pleas Union County
Ohio In Chancery

The said James Wevers will take notice, that the Depositions of A Wall will be taken (by the Complainant in this case) at the office of James Turner Esq in the Town of Marysville Union County State of Ohio, on the 9th day of February Inst. between Six A M & Nine P M February 7th 1842

Wm W Woods

Served by Copy Feb 7th 1842 — 12 o'clock M

P Blode

Plaintiff

A Hall, s

Deposition

Cost Bill

Fees for 190

Witness fee 1, 25

Deposition of Augustus Hall taken in pursuance to an order of court in a cause pending in the Court of Common Pleas in & for the County of Union & State of Ohio in Chancery wherein William W Woods is Complainant & James Threns is Deft in pursuance of the notice hereto attached & at the time & place therein mentioned Both parties present

— A Witness of the County aforesaid of lawful age being first duly sworn by me as hereafter certified deposes & says that, That or about the 13th day of March 1839. Deponent was indebted as was agreed to W W Woods and to settle the same he traded to said Woods a note of hand given as deponent believes to William Thomp. by Paul & Dodd & Merill Royce for 137 $. That said note amounted to more than Deponents indebtedness and said Woods gave to Deponent the agreement in question for the ballance after deducting the amount supposed to be due from deponent to said Woods. Deponent does not distinctly recollect the conversation which passed at the time said contract was executed but believes. That the understanding was that said Wood was to use his best exertion to obtain payment of said note against Dodd & Royce. and that said Woods should pay the amount mentioned (total $34.25) in said writing obligatory in question when he should collect 100 $ or that amount should be paid upon said Dodd & Royces note after the expiration of sixty days.

Question by Complainant

Did you not intend at the time you wrote said note in question, That it should express the condition that said Woods was not bound to pay the Dodd should pay 100$ on the Shrap note.

Answer by best

The My understanding was. That Wood should use his best exertions to collect or obtain payment of Dodd & Royce. and that as soon as payment was made of the 100$ thereon to Wood then & not till then he was to pay amount mention in said note in question - after the expiration of the said sixty days.

I. first wrote the note without any condition Woods objected to it in that form and refused to sign it - I do not remember the language used. but he urged that a condition should be annexed. making its payment dependant upon the payment of said 100$. I then wrote the condition following the common form of a promissory note in said writing

Question by Same Did you ~~not~~ intend to have said note express said condition at the time you wrote it.

The note or the condition was written hastily as stated above. I intended then to express the understanding between us faithfully. although said writing does not express the entire agreement nothing was said therein about his making effort to collect or obtain payment of the same.

Questions by Defendant:

What have you heard said by the Complainant W. W. Woods, with reference to transfers made by him of said note of said Samuel H. Dodd & Meriel Royce?

I understood from Wood that previous to the commencement of this suit he had sold and indorsed said Note to — McSain and that some time subsequent to Dodd had executed a Judgt. Note to McSain for the amount due thereon & he Woods had went Dodds security on sd Judgt note & that the Sd Note of Dodds & Royce had been taken up & destroyed

Question by Same: — Do you not know that Samuel H. Dodd had in his possession, as owner, a considerable amount of property, a considerable length of time after said Dodd's note was transferred by you to said W. W. Woods, & before said Woods took legal steps to collect said note?

I believe that during the summer of 1839 after the transfer of said Note to Woods Dodd had horses & other property in his possession which he claimed to own & traded & sold as his own. I do not know that wood ever took any legal steps to collect sd note against Dodd & Royce. I had understood from Wood differently that Dodd had taken up sd note & Wood had went Dodds security to McSain upon a Judgt note or warrant of atty to confess Judgt.

Question by Complainant. From your knowledge of the circumstances of said Dodd & Royce do you believe said note could ever have been collected of either of them since its transfer to Woods by legal proceedings

I do. I know that Royce has paid a large amount of debts since that time & that more than that amount has been made by Execution out of his property or by levy. I have been informed by Dodd & Royce both that since Dodd had substituted his indorsed notes in place of the joint note aforesaid that Royce had paid Dodd a portion of his half of the origl note so traded to Wood as aforesaid

question by same

Was not Royce at that ~~time~~ the time of said transfer & up to the time he left this County considered entirely insolvent & worthless

And has Woods not told you that he used diligence to collect said note.

I believe Royce was at that time insolvent at least. I so understood it. I think Woods has frequently said that he tried his best to get Dodd to pay the note & he hopes he said to collect it

- From your knowledge of Dodds circumstances do you think ~~do believe~~ that said note could have been collected off ~~from & same time~~ as long a time afterwards as it would have taken to get judgement.

My impression now would be that it could not. I do not think he was honest & if he had property I think he would have placed it out of the reach of an execution. This answer is only my opinion.

A. Ball

I James Lowes 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 Augustus Hace 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 respectively subscribed were Reduced to writing by him self and were taken at the time and Place specified in the inclosed Notice

In testimony whereof I have hereunto set my hand this 10th Day of Feb AD 1842

James Lowes JP

J. W. Evans
vs Deposition
W. W. Woods
Filed Apl 18. 1842
Sam. H. Gill Clerk

John McGann's
Deposition
Deft wit.

Deposition of John Milligan taken in a cause pending in the Court of Common pleas in Chancery of Union County where in James W. Evans Plantiff and W. W. Woods is Defendant in pursuance of the notice here to Attached and at the time and place therein mentioned (Both Parties Present)

John Milligan of the County of Union of Lawful Age being first duly Sworn as here after certified deposes and Says

Question by Deft. Did you sell this note to James W Evans if so what did you tell him in reference to whether it was due or not?

yes i did I dont Recollect whether i told him it was due or not.

Question by Same did you tell Evans that there was any mistake in the wording of the note as claimed by Woods? = No sir i did not

Question by Same did you have any talk on the Subject of any mistake about the note Answer I think not I thought i was trading fair and was to have good work for the note I got the note of Chester Farmer their was nothing said about the note nothing more than it was allowed to go at the face of it i think their was some talk about the hundred dollars and I think i under Stood that it was Paid that is the hundred dollars coming from Dodds to Woods

question by Deft Counsel

At the time you Bought the note in question. what did you understand to be the Condition on which it was to be paid

Answer I under Stood the condition was fulfiled that is to say the hundred dollars was paid and that i had nothing to do but to colect the amount of said note of Woods

Question by Deft. What did you tell Evans concerning said Condition, when you sold him the note, Answer i dont Recollect that I told him about any condition they might of have been something said about the hundred dollars when i sold the note to Evans but i dont Recollect whether there was or not when i traded the note to Evans he read the note over and agreed to Give me the amount of the note in work out of the shop and Give me his note for the work to be paid when caled for as far as i Recollect their was nothing more said or done about the note I think their might of have been something said about the hundred dollars being paid but i dont Recollect whether their was or not

John Milligan

I James Irvine 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 John Milligan 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 where of I have here unto

set my hand this 18th day of
April A D 1842 James Fuller J.P.

Justices cost
subpaena 0.12½
deponts 0 50

Witness fee 0.50

Cont. fee thereto 0.27

Union Co Supreme Court
In Chancery

W. W. Woods
vs } Deposition
J. W. Evans

Filed June 20th 1842
James H. Gill Clerk

Depositions of Mortimore Bentley
Taken in a cause pending in Union County Supreme Court in Chancery
where in W. W. Woods is Plaintiff & James W. Evans
Defendant & for said Plaintiff by agreement of
Parties Both Parties Present

Mortimore Bentley of the County of Union of lawful age
being duly sworn by me as hereafter certified
Question by Plaintiff-
Was you present
when the note here present Marked
(A) was sold by John Milligan to
James Wrens.
Answer by witness, I saw the note the same
day I could not say that Both parties was
Present at the time I saw the note I would not
say positive that Milligan was by it is like
a dream that he was
Question By some di same Evans
at the time or about the time the trade
was come to you with the same note
and ask you your Opinion as to
whether it could be collected or not
Answer by same he did not in those words
Mr. Evans handed me the note and asked me
my opinion about the note I seed the note and
toled him it was due
question by same- what was said at that time
about the money that was coming from Dodd
to Woods. (the same mentioned in said note)
Answer by same the trade was made be fore
I seed the note I did not hear any thing
said about the money coming from Dodd to

In reading over the note Present when I come to the Dodd note I observ then if dodd had paid it before the sixty days expire the note then was due it appears to me that milligan was in and said something but what it is i dont know it is like a dream to me that milligan or Evans did mention that Dodd had paid the note I think I am A in clind to think it was milligan we all agree that the note was due

question by same
- Did not Evans at that time say something about his being indebted to Wood - and that he could turn this note on his debt to Wood
Answer by same Mr Evans toled me that he was owing Mr Woods and that it would suit him it would save woods paying money on the note Evans held out the idea that it would being doing woods a favor as well as him self

Question by Dft What did Evans give for the note? Answer by I suppose he was giving the Amount
further this Deponent saith not Mr Bentley

I James Turner a Justice of the Peace in and for the township of Paris & County of Union Ohio do here by certify that the above named Mortimore Bently was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the fore going Deposition

by him respectively subscribed were reduced
to writing by me and were taken by consent
of Parties on the 20th day of June 1842
In testimony whereof I have unto set my
hand this 20th day of June 1842

James Lewis JP

Justices cost $0.50 not Paid
Witness fee 0.50 Paid by W. H. Woods

Union Common Pleas

Wm. W. Wood

vs } Appeal Bond

James W. Evans

Filed May 18. 1862

James H. Grubb

Know all men by these presents that we W. W. Woods and Alex Pollock are held and firmly bound unto James W. Evans in the sum of ~~Seventy~~ Six hundred and fifty Dollars to the payment of which, well and truly to be made we do hereby jointly & severally bind ourselves our heirs executors and Administrators firmly by these presents sealed with our seals and dated this 18th day of March A.D. 1862

The condition of the above obligation is such that whereas the above bound Wm. W. Woods has taken an appeal from a decree rendered against him and in favor of the said James W. Evans at the April Term of the Court of Common Pleas in & for Union County A.D. 1862 for the sum of Fifty nine dollars & 92/100 Damages & $14.47 costs to the Supreme Court within and for the County aforesaid. Now if the said Wm. W. Woods shall pay the full amount of the condemnation in said Supreme Court & costs in case a decree shall be entered therein in favor of the appellee then this obligation shall be void, otherwise in full force and virtue in Law

Approved

J. M. Gee Clk

A. Pollock (Seal)

(Seal)

(Seal)

Union Supreme Court

William W. Woods

v } Transcript

James W. Evans

Filed May 20. 1842

James H. Lee Clerk

Recorded

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 entries and decree are truly copied from the Journals of said Court Court

W. W. Woods
v
James W. Evans } Inj.

April Term 1841

In this case the motion to dissolve the injunction is overruled by the Court & this cause is cont'd.

W. W. Woods
v
James W. Evans
& others } Inj.

Nov. Term 1841

Injunction. This cause came on to be heard upon the demurrer of A. Hall one of the defendants to complainants Said bill, and was argued by counsel on consideration whereof the Court hold the Said demurrer to be insufficient and do order the Same to be overruled: And thereupon on motion of Mr Cole Counsel for the plaintiff the defendant A. Hall has liberty to answer Said bill within 30 days and leave is given to take the deposition of A. Hall one of defendants & the cause is cont'd.

Wm W. Woods
v
James W Evans } Chancery

April Term 1842

This cause came on to be heard upon the bill, answer, Exhibits & testimony and was argued by counsel on consideration whereof the Court do order adjudge and decree, that the injunction herein before granted Stand dissolved that Said bill Stand dismissed with costs, and that the Said Wm W. Woods pay to the Said James W. Evans within thirty days the Sum of Fifty nine dollars and ninety two cents the Same being the amount of the Judgment at Law & costs together with 5 per cent penalty & interest and also his costs in this behalf expended taxed at & in default that execution issue

Notice of appeal by complt

In Testimony whereof I have hereunto set my hand and Seal of office this 20th day of May 1842

James H. Gill Clerk

No. 42-SC-8

Union Common Pleas Court

James W. Evans
Plaintiff,

against

W. W. Woods
Defendant.

JUN TERM. 1843

Judg. for Defendant
$63. 63/11

SC

Journal 1 Page 73

Record No. 1 Page 323

Ex. Doc. 1 Page 337

Filed Oct 21st 1843
John Capiel Clerk

Oct 21st 43

James W Evans
vs
W. W Woods. et al

Decree in Supreme Court
on mandate

Issue fi fa

To Clerk C P.

J. W. Evans

Union Com Pleas. No. 92

W W Woods
vs } Decree in Supreme Court
} for Defr
James W Evans

Decree $63.63
Costs S.C 29.73
Com Pleas Costs 17.02
Writ .41

Recd this writ Oct 27. 1844
Stayed by Order of J G. King
to when this judgment is
assigned, & ordered to be sued
without further service
April 9. 1844.
W. W. Steele Shff

Serv .35
Mil .5
40

Filed April 9 1844

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 26th day of June A. D., 1843 James M Evans

recovered against William W Woods

as well the sum of Sixty three ——— dollars and fifty three cents, for his ——— damages, as the sum of $ 46,75. 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 William W Woods

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 $ 0,41 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 James M Evans

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

WITNESS JOHN CASSIL, Clerk of ~~said~~ Court of Common Pleas, at the Court-House aforesaid, this 27 day of October A. D., 1843.

Attest: John Cassil

CLERK.

Filed July

4

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 James W Evans to have execution of a certain Judgment rendered in his favour against W W Woods by our Supreme Court within and for the said County of Union on the 26th day of June. A.D. 1843 for the Sum of 68 63/100 Dollars Damages and Dollars Costs

Witness John Cassil Clerk of said Supreme Court this 4th day of July AD 1843 John Cassil Clerk

but the truth and that the foregoing Depositions by them respectively subscribed were reduced to writing by me & the witnesses and were taken at the time and place specified in the in closed notice

Given under my hand this 16th day of June AD 1843 James Turner J P

Cost Bill

J. P. cost	J Turner	$4.75
Witnesses	J Dodd	50
	J J Dodd	50
	J Stiner	50
	C Farnum	50
	A Ball	50
	J L Ward	50
	M Wason	50
		$8.25

Defendants

Defendants

Depositions of Witnesses Taken in a cause pending in the Supreme Court in Chancery wherein W. W. Woods is Plaintiff & James W Evans is Defendant in pursuance of the notice here to attached and at the time and place therein mentioned

Isaac Dodd of the County of Union of Lawful age being first duly sworn as hereafter certified Deposes and Says—

Q nestion by Deft's Counsel Had you the means of knowing the means and responsibility of Samuel H Dodd in the year 1839 if so please say if one Hundred dollars could have been made off him in the fall of that year?

Answer Q Witness. I had the means of knowing his circumstances i lived about about 40 rods from him at that time & for years before their could have been one hundred Dollars made of him at that time. I think he raised twelve acres of Corn in the year 39. and he sowed the same Ground in Wheat I should he had at least three head of Horses to the best of my recollection he had three Cows & Calves Such cows as he had at that time was worth about fifteen Dollars I should say at that time he had about twenty head of hogs that was fit for use that year besides those that was fit for use that year he had some sows & pigs. I dont Remember what Hogs was worth at that time but would say the twenty head was worth forty dollars

Question by Same what were his means to to command money during that year such as notes on individuals credit &c?

Answer by same. He delt in notes to some amount but what amount i dont know as to that year I never saw him fail of borrowing mony when he stood in need of it I think his credit went down in forty in the latter part of the year but in 39 I know he was good

Question by same Was S. H. Dodd your son and were you at all times familiar with his circumstances?

Answer. he was my son and I was familiar with his Business at all times

Question by same was it in 1839 that he sold corn to Ward which was ~~sold~~ hauled to him by Robert Graham?

Answer by same; that was the year to the best of my recollection

Cross Examined by Compt. Was it the year of 39 that Samuel first went to work at job work for Dr. Mann,

Answer by same I dont recollect the year but I think it was. Question by same,

Was not the said Saml H Dodd. largely indebted at that time,

Answer. I am not able to say I presume he was some in debt. question by same.

- will you tell what kind of horses those were you say he owned in 39

Answer. I presume that two of them was a mare & colt the other if i recollect right was a mare he got of John Turner a Spotted mare

Question by same, Did those Cows you speak of run in the woods that summer, & the hogs also;

Answer They did the cows come to their calves

question by same when did he sell those cows & hogs,
Answer. the most part of the hogs he kilel and used he sold some hogs to ward in 40 he sold one cow to O. Kenady I think in 40
question by same. did you ever claim, & have a trial to the right of any property taken on execution as the property of said Samuel H Dodd, if so, say when & what property?
Answer I said claim and had a trial of the right of same property taken on execution as the property of Samuel H dodds. & I owned the property and held it at the trial the property taken was three yearling claves one two year old mare I dont recollect when the trial was to the best of my recollection it was in march 41
- question by same, who were the witnesses by whom you proved your right to this property,
Answer. Isaac I Dodd Samuel H Dodd George Marks John W Broadas & Joseph McIntyre
question by same — was those ~~calves~~ the calves, of the cows before spoken as the said Samuel's. Dodd.
Answer. no sir one of the calves was bought of Samuel H. Dodd the other two was from my own cows the one bought of Samuel was not one of the calves of the cows above spoken of it was one year younger, Question by same,
- Was not the said Samuel absent from home most of that Summer, & did not his property & yours ~~some~~ range together, — & when did the he sell those horses,
Answer I think not he lieved on Doctor Mans Land where he was clearing he moved there that season. and left his property where he had formerly lieved he moved Back i think in December his property & mine all ranged in one woods

I cannot tell when he sold the Horses he sold one bay mare & colt to Wood in 40 I think I aint certain whether it was in 39 or 40 he sold one to Broadas

question by same. Did said Samuel H. live on the premises where said Crop of Corn was raised in 39. And was not said crop raised by Perry, his brother-in-law, who lived on the premises, which premises ~~did~~ belonged to you, - & was raised with your farming utensils & worked with your horses.

Answer. he did not live on the farm where the crop of corn was raised all the year he left it same time in April it was raised by Wm Perry his brother in law there was no person living in the House from the time he moved out in till he moved back in the fall the premises that the crop was raised on blonged to me the forming utentials was mine the horses one belonged to Samuel Todd & one to William Perry

Question by Deft

Did the Stock run about home during the summer of 1839 ~~as~~ to like other Stock in the Neighborhood and were the hogs tame or wild Ks and had you or did you or any one else to your knowledge ever claim any part of that crop of Corn except the rent due you?

Answer. they did all the Stock he had not with him had one cow with him at the Job where he was at work the hogs run in the range where they were raised they were tame. I never did claim any part of the crop only my rent nor no other person to my knowledge never claimed any part of the crop

Pr & C Todd

Also at the time Isaac I Dodd of the Same County of Lawful age being first duly sworn as here after certified ~~Deposes~~ Deposes & says

Q By Deft

Had you the means of ~~know~~ knowing what property Samuel H Dodd had in 1839 If so please state if you agree as to the amount with the deposition of Isaac Dodd above?

Answer. I had the means of knowing his property the property was the same spoken of by Isaac Dodd

Question by same What other property had he that year?

Answer. I think he had one mattock & one Hoe I could not say how many axes

Question by same? How far did Samuel go to do the Job

Answer. About six miles & a half in this County

Cross examined by Complt.

- Did the said Samuel H take those cows & other property spoken of, with him when he moved.

Answer He took one Cow & one Horse

question by same where did the ballance remain during the Summer & who had the use of the Cows & worked them

Answer. It run at the old place at the time he owned the three used them him self when he moved to Buckrin he sold two of the cows

- question by same, who did he sell them to, & when did he move,

Answer; he sold one to Fornum i dont mind who he sold the other one to he moved some time towards the latter part of April 1839

- question by same, when did he sell the spotted mare,

Answer? I dont recollect what time it was I think it was in the fall of 39 or Spring of 40

Brought over

- Question by Compl.t Did you know of William H Woods trying to get the said Samuel to pay him a note said Woods held against him, that had been given to Mr Sharp, during that year or ~~Answer?~~ any time since or before

Answer? All I know about it I heard Woods threaten of Capiasing him if he did not pay it & he gave a Judgment note to Woods three years after date I heard nothing of it in 39 nor untill 2 years ago this coming fall when the above Judgment note was given, Question by Same, How do you know that it was the same note, And was not the said Samuel H Dodd at that time ~~[illegible]~~ considered entirely insolvent, & was not most of his creditors. ~~[illegible]~~ settling ~~on~~ the same terms,

Answer? All I know I heard them both say it was that note and at the time said Samuel gave the Judgment note above mentioned he was considered insolvent ~~and~~ was settling with the most of his creditors the same way,

- Question by Same, Can you not recollect that said Woods in both the years of 39, & 40, was trying to collect this Claim, offering to take property & one time in particular offering to take a wagon,

Answer; I dont recollect any thing about that

Question by Same, Did you not say ~~within since~~ recently since, that you heard said, woods, offer to take property, & particularly offered to take a wagon that your father claimed,

Answer; no I think not

Question by Same Did not the said Samuel keep his property concealed (after his crediters got in ~~[illegible]~~)

such a manner that it would have been difficult or impossible to get it on Execution
- Answer; yes he did three colts that he took away with him last Spring that is to say the Spring of 42 since he failed he had a mare two or three weeks at Isaac Pollocks Col sealed
- question by same - Did not the said Samuel, ~~said that~~ this Sharp note, was a dishonest note, & that he would never pay it.
Question objected to
Answer. I heard him say that he never received any value for it and he would not pay it untill they forced him to pay it
- Question by Deft: When did he fail
Answer; in the latter part of 40 or in the Spring of 41
- question by Complt. was not his credit down long before that time
Answer; to the best of knowledge his credit was good in the Spring of 40

Isaac S Dodd

Also at the same time & place Joseph Stine of the County of Union of Lawful age first Being duly sworn as here after certified Deposes and says
Question by Deft Had you the means of knowing the responsibility and credit of S H Dodd in 1839 and do you agree with Isaac Dodd first above
Answer; I had a reasonable means of knowing I lived near him and was at his house often he was considered good at that time and for some time after at that time he had a horse beast & considerable of Hogs I suppose

he had hogs to the amont of fifty Dollars
Question by same; Could one hundred
Dollars have been collected of him at that time
certainly
Answer; yes i think it could
Question by same were you present when woods
took the Judgment note spoken of above by I. I.
Dodd Ans No
Question by same. Have you heard woods
speak of Samel H. Dodd's responsibility in 1839
if so when and what did say?
Answer; I have heard him speak of it about the time
of Samuels failure he sayed he was powerfuly
disapainted in the failure of said Dodd he said
he could of had his pay of Dodd if he had
not a put confidence in him and pushed it
he had large dealings with him & put confidence
in him, dodd he sayed had Borrowed a good
deal of money of him and that he would have
lent him any amont if he had it
- Cross Examined by Complainant.
- What was the horse beast you above speak of
worth. - And how do you suppose 100$ could have
been made off him if the above property you have
named was all he had.
Answer; I spose it was worth about thirty
Dollars I knew he owned more property than
the horse & hogs he had a crop or corn in that
year. Question by same. Is not your opinion
that the amount of 100$ could have been collected off
him at that time, founded on the confidence you
had in his punctuality in paying debts, + not on
the amt. of property he owned. And is it not your
opinion that a debt he would have resisted
could have been uncertain of collection,

Answer; it would be in both he had property and I had confidence in him I think a debt of that size could have been colected.
question by same, you above state that you have named all the property you know all of his owning. the hogs horse & corn crop. please to state what they were all worth,
Answer; I should, the Horse hogs & corn was worth $155.00
Question by same, was not the said Samuel H Dodd a man famed for borrowing money. borrowing from one person to pay another borrowed money and so on from year to year. And if was not he always indebted more than he was worth
Answer; he borrowed some money he borrowed of Graham forty Dollars or thar abouts about 39 or 40. Question by same did he not conceal his property so that it could not have been levied on. Answer; I heard that he had a mare concealed at John Pollock in the year 41 in the fall
Question by same. ~~Did you~~ where was those three Colts that he took away when he came back. kept while he was gone & before
Answer; at Isaac Dodds thats they run in the range they were always called Isaac Dodds
Question by Deft. Did Dodd raise a good wheat crop in 1840. oats and so forth?
Answer. he did raise a good crop of wheat & same oats the Horse that i remember that he had in 39 was a black Horse

Joseph Stinson

Also at the same time & place Chester Farmer of the County of Union of lawful age being first duly sworn Deposes & says

Question by Deft Was the note of Wm H. Wood due when it was in your hands before it came to the hands of Evans the Defendant Answer. I think it was not due I got the note in payment for a mare of S. L. Lord ~~when I came~~ I got the note in March 39 & traded it to Milligan before it was due

Question by same Were you acquainted with S. H. Dodd's circumstances in 1839 if so state if 100 $ could have been collected off him. And what was his credit?

Answer; I was some acquainted with his circumstances some at that time I had some deal with him I held a note against him for 60 $ he paid the note I am of the opinion that one hundred Dollars might have been collected from him at that time he had a mare & colt which was sold at constable sale in June 1840

Cross Examined by Complt — Did your opinion that said Dodd was solvent in the year of 39 arise from the fact of his punctuality in paying debts. or from the property he owned.

~~Answer~~? And what property did he own in the summer 1839 — Answer? he had considerable of property through the summer Hogs & some cattle I thing three head of horses i ant positive, he had sugar kettles I am of the opinion he had a yoke of oxen. Question by same

Do you believe that a debt that he would have resisted, Could have been Collected from him by Execution that season & since & is it not your opinion that on such ~~a~~ he ~~would~~ Could & would have Concealed all the property he had against such debt. — Answer; yes i believe a Debt could

the commencement of the first suit, at Sew upon this note he had sold and indorsed the same to James A McLain. and that after the commencement of the suit he went to McLain and. got the note. again from McLain. and that subsequently he Woods had became Dodds security to McLain for the amount of the note. and executed a Warrant of atty to confess a judgment against them & thereupon delivered the note against Dodd & Royce. to Dodd.

Dodd had property in his possession in the summer & fall of 1839. which he claimed used & sold as his own in ~~July or August~~ September or October 1839. I purchased a Sorrel Mare of Dodd for which I paid I believe 35$ he offered to trade at different times a bay mare and I believe a black horse I. do not remember as to their value. with his other property I was not acquainted

question by same did Dodd trade in Notes and what were his means in this way to pay debts? . I heard him offer notes for property frequently but never saw him trade any I believe

Cross Examined by Compton

A claim that the said Dodd would have resisted. is yours opinion on such a claim 100$ could have been collected by legal proceedings after the said Woods bought this note of you. — I. should have doubts about it I. doubted his honesty. and it would not have been improbable in my opinion. that he would have prepared. to prevent its collection — but I think the amount of the note might have been made from payers

have been collected to the amount of 100$
through the year of 39 —
Chester Harmon

Also at the same time & place A Wall
being duly sworn says
Question by same Deft States who were
the payers of the note you gave woods ~~on which~~
for which this note of 30$ odd dollars was in part
given and how it was to be paid whether you
presented it to Dodd and what he said as to paying
the same and what was Dodd's credit and responsi
bility in the year 1839 and what do you know
of woods transferring the note on Dodd to A. McLain
in the summer of 39 and going for it again
to defend the suit of Evans
Answer.
The note I traded to wood for which the note
in question was given as part pay. was drawn
by Samuel H Dodd and Merrit Royce. I did
previous to the sale to woods present the same
both to Dodd & Royce for payment — Dodd
stated that Each was to pay one half of the amount
of the note. that he would pay his half soon — Royce
said that William Sharp by some arrangement
would pay his half for him & Sharp also stated
he would pay it as soon as they could all
get together and make the arrangement.
Dodds credit was held by some to be good, and
by others doubtful — he used to borrow small
amounts of ~~Credit~~ money in 1839 upon his
own word and traded to some extent upon
credit.
Wood informed me that some time previous

Question by same, Did it happen that the instrument of writing now in question was drawn sixty days after date, - did you tell Woods that it would be paid in that time,

Ans. I do not recollect specifically all the conversation between myself and Woods at the time I traded him the note. But I think I told him that Thos Dodd & Royce had agreed to pay it soon and that I had no doubt but it would be paid in thirty days but to give ample time the note was written sixty days at Woods suggestion. My understanding of the subject was that Woods was to use diligence to obtain or make the money

Question by same - ~~when was Dodd sued on this claim.~~ - When was judgement obtained against ~~McSain~~ Dodd on this claim. I never knew of any judgment upon the note I sold to ~~Dodd~~ Wood. I do not know when the judgment was entered upon the note given by Dodd & Wood to McSain for the note I sold to Wood

Question by same was Woods to sue Dodds if he did not pay the note on or before the end of sixty days if it was not sooner paid.

I do not remember that any thing was said about suing at all.

Cross examination by Deft was there any thing said about not suing and was it not by the understanding Wood to sue or not sue as he chose at his own risk

I think there was nothing said about suing or not suing. he had the entire controule of the note was bound to no delay to obtain or collect the amount

A Hall

Also at the same time & place James L Ward of union County Being first duly sworn Deposes & says

Question by Deft In what year was it you bought 100 bushels of corn of Samuel H Dodd and what year a wheat crop?

Answer in the fall of 1839 I Believe William Kolls and my self Bot 100 Bushels corn and paid him in store good Also in the winter of (39 & 40) We took at Bill of sale of one field of wheat & two horses & some hogs ~~Question~~

Cross Examined by Complt.

What became of this property.

Answer We got the Proceeds of the wheat & one of the horse Beasts the hogs daddy got Back & the other horse Beast Died

J. L. Ward

Also at the same time and place Mains Watson of the County of Union of lawful age being first duly sworn as hereafter certified Deposes and says

Question by Deft Were you acquainted with the circumstances and credit of Samuel H Dodd in in the year 1839 If so what were they and when did he fail and his credit go down?

Answer. I believe i was acquainted with his circumstances in 39. I lent him money and he was punctual in paying up & also paid up his Store Debt that he owed me at that time I thought his credit Good at that time - I think it was in 40 that his credit failed.

Question by Complt. was you acquainted with the

Amount of property Said Dodd owned at that time, or do you only judge of his capacity to pay from the fact that he paid you.

Answer. I ant positive as to the property he owned I think he had property Horses - I ant positive How many his Stock i did not no much about

-- Question by Same, -- were you well enough acquainted with Dodds circumstances to say whether 100th could have been collected off him, the Summer & fall of 1839. by Execution. in a case that he would resist

Answer; I cant say positive that there could have been that much made of him but it is my impression that it could

- Question by Same, How far did you live from Dodd, and was you frequently at his house that year. - And what items of property are you positive he owned

Answer. I should think i lived about three miles from Dodd. I ant positive as to any property i believe he had Horses. I never was at Dodds house

Question by Same - what amounts of money was he in the habit of borrowing of you at a time,

Answer; from one to fifteen Dollars

Mains Watson

I James Turner a Justice of the peace in and for the Township of Paris in the County of Huron Ohio do hereby certify that the within named Isaac Dodd Isaac T Dodd Joseph Stiner Chester Farnum A Ball I. L. Ward & Mains Watson were by me first duly sworn to testify the truth the whole truth an nothing

(over)

No. 42-SC-9

Union Common Pleas Court

Elisha White
Plaintiff,

against

James McIlroy
Defendant.

JUN TERM 1843

Journal SC 1 Page 67

Record No. 1 Page 280

Ex. Doc. 1 Page 320

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

The State of Ohio. Union County ff

To the Court of Common Pleas within and for the said County of Union. Greeting.

We command you, that you cause. Elisha White to have execution of a certain Judgment rendered in his favour against James McIlroy by our Supreme Court within and for the said County of Union on the 26th Day of June. A.D. 1843 for the sum Dollars Costs

Witness John Cassill Clerk of said Supreme Court. This 4th Day of July AD 1843

John Cassil Clerk

Supreme Court

No. 42-SC-9

Union Common Pleas Court.

James M McElroy Plaintiff,

AGAINST

Elisha A Wheler, Defendant.

JUN 1843

Supreme Court

Discontinued,

Journal 1 Page 67

Record No. 1 Page 280

Ex. Doc. 1 Page 320

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

Union Com Pleas

James McCrory

vs Appeal bond

Elisha White

Filed May 20. 1842

James H. Gilchrist

Recorded

Know all men by these presents that we James McElroy and George Hall are held and firmly bound unto Elisha White in the sum of One 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 and dated this 20th day of May A.D. 1842

The condition of the above obligation is such that whereas the above bounden James McElroy has taken an appeal from a certain Judgment rendered against him for the sum of $41.68 costs in favor of Elisha White in the Court of Common Pleas within and for the County of Union and State of Ohio at the April Term thereof A.D. 1842 to the Supreme Court within and for the County aforesaid Now if the said James McElroy 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
Saml. H. Gill Clerk

James McE[illegible] (Seal)
George Hall (Seal)
(Seal)

Marion Sup. Court

James McAlvy

vs Transcript

Elisha White

Filed May 20 1842

James H. Gillespie

Recorded

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 and State of Ohio do hereby certify that the following entry & Judgment are truly copied from the Journals of said Court to wit

James McElroy
&
Elisha White } Trespass

April Term 1862

This day came the parties by their attorneys and thereupon came a Jury to wit Robert Graham Joseph Gibson Ransom Clements J. B. W. Haynes Samuel Tyler Joseph Butler Frederick Sager David Beane John Gabriel Ryan Gray Henry Vangatten & John Johnson who being empannelled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the defendant is not guilty in manner and form as the plaintiff hath complained against. It is therefore considered that the said Deft. go hence without day and recover of the said Plaintiff his costs in this behalf expended taxed at $

Notice of appeal by Plaintiff

In Testimony whereof I have hereunto set my hand and seal of office this 20th day of May A.D. 1862

James H. Gill Clerk

Union Com Pleas

Elisha White
vs } Plea
James McAvoy

Filed Apl 26. 1842
Jas. A Guillett Clk

Recorded

Elisha White
vs
James McGlory

Mon Com Pleas
In case

And the said Elisha White comes and defends &c and says that he is not guilty of the grievances laid to his charge in manner and form as the said plaintiff has in the several counts of his declaration complained against him and of this he puts himself upon the country

By Wm C. Lawrence his atty

The Plaintiff will take notice that defendant on the trial of this cause will in bar of the plaintiffs action give in evidence and insist that plaintiff did take the Hog of Defendant as spoken by Defendant but that the taking under the circumstances did not amount by law to a larceny in as much as there was a Joint possession of the Stock untill divided which precluded the possibility of stealing by either the share of the other which ~~[illegible]~~ technicality alone saved the ~~[illegible]~~ plaintiff from the penalties of Larceny. By Wm C. Lawrence

suit but to recover damages sustained by Pltff by reason of the Defts speaking & concerning the pltff the following false scandalous wicked and defamatory words to wit "McKoy stole my hay, he (meaning pltff) took his half and then stole half of my half — he (meaning pltff) stole half my hay — he (meaning pltff) stole my hay. You (meaning pltff) Divided the stack took away your one half and then stole the half of my half — You (meaning pltff) stole the half of my half of the stack of hay"

Union Com Pleas

James McKoy

vs } Summons

Elisha White

Served by Certified Copy
Aug 9. 1841 —
W W Steele Shff

Service —	35
Mile —	50
Copy —	15

Filed August 10. 1841
James H. Gill Clk

Recorded

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Elisha White

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto

James McBroy

in a plea of Trespass on the case Damages one thousand Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 5th day of August A.D. 1841

James H. Gill CLERK.

Served by reading to Mr Clark Apl 22 & Mr Clark Apl 23rd & to John Parker John Carter Daniel Mansfort Levi Griffin Geo Hoar Geo Griffin Sarah Carter Lemuel Dwight & John Gingry Apl 20, 1842

Reed Marshal

Mier Com pleas

James McAlroy

v Sub

Elisha White

Served by reading to Mr Gladhill Joseph Gladhill a minor Apl 20. 1842 by copy & Adam Fillet & Peter Lindsey Apl 22. & to Solomon Crummell Apl 26. 1842 W W Hul Shff

Ser	2. 12
Mile	1. 55
Copies	20
	3. 87

Filed April 27 1842
James H Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Parker Wm Gladhill Joseph Gladhill Adam Filler John Carter Lloyd Lanforth Levi Griffin Geo Hare Geo Steffis Jeph. McIlroy Peter Little Israel Carter Thos Elliott David Thurston Jeremiah Baugher & John Gingery & Solomon Cromwell

to be and appear before our 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 James McIlroy

in a certain matter in controversy in our said Court depending: wherein Jas McIlroy is _____ plaintiff, and Elisha White 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 said Court at the Court house aforesaid, this 19th day of April A. D. 1842.

Jas. H. Gill CLERK.

Trans Cir Pleas

James McElroy

vs Suit

Elisha White

Serves by reading

Apl 27. 1842

Wm W Stewart Shff

Serv 12c

Mile 5

Filed Apl 27. 1842

Jas H Gill Clerk

.17c

3.87

4.04c

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thos Ward

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of James McGlory in a certain matter in controversy in our said Court depending: wherein James McGlory vs plaintiff, and Elisha Whites 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 said court at the court house aforesaid, this 27. day of April A. D. 1842.

James H. Gill CLERK.

E White
vs
Jas McElroy

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David Danforth Levi Griffin

to be and appear before our 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 Elisha White

in a certain matter in controversy in our said Court depending: wherein Jas. McIlroy

plaintiff, and

and Lane White 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 said Court at the Court house aforesaid, this 12th day of April A. D. 1842

Jas. H. Gill CLERK.

Union Com Pleas

James McLeroy

vs } pre for subp.

Elisha White

Filed August 5. 1841

James H. Gill Clerk

James. McElroy
vs
Elisha White.

Trespass on the case.
Damages 1000 $.

The clerk will issue summons returnable next Term indorse. "Suit brot to recover damages sustained by Plff by reason of the Defts speaking of & concerning the Plff the following false scandalous wicked and defamatory words. Toward McElroy. Stole my hay. — he (meaning Plff). took his half & then stole half of my hay. — he (meaning Plff) stole half my hay. — he (meaning Plff) stole my hay You (meaning Plff) divided the stack took away your own half & then stole the half of my half. — you (meaning Plff) stole the half of my half of that stack of hay"

James. McElroy

Union

pp 78

James McElroy
vs
Elisha White

Judgment for costs

Pltffs costs	$50.75
Defts "	7.74
Increase	3.11
Writ	.41
	82.01

Cr: May 19. 1843. Witness fee $24.00 as per Receipts

Rec'd this writ Nov. 18. 1843 Iff and the foregoing: March 23° having previously advertised the same according to Law, but no sale for want of bidders. W W Steele Sheriff

Serv: .35
Mile: .60
Bond. 50
adv'g. .25
1.70
R: fee 1.50
3.20

Filed March 25. 1844
John Cabell 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 James McIlroy to wit 1 Sorrel Mare. a little defective in one eye

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 Elisha White

~~the sum~~ of

~~dollars and~~ ~~cents, for~~

~~damages, together with~~ $ 7.74 ——— for his costs, with interest thereon from the 18th day of April A. D. 1842 until paid, which late in our said Court the said Elisha White recovered agaiest the said James McIlroy

as of record is manifest. Also, $ 3.11 – ——— increase of costs, and the accruing costs And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the 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 Elisha White. as amounting to fifty dollars and seventy five cents and also the costs of said McIlroy

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 November A. D. 1843

John Cassil ——— CLERK.

Ex. Docket No. 2 page 78

James McKeag
vs
Elisha White

Plaintiffs costs	$50.75
Deft's	7.74
Increase	7.13
	$65.62

May 14th 1845
Returned by order of
Clerk —

Fees

Service —	$0.55
Mileage —	50
Advertising —	25
	$1.10

printers fees 0-50

Filed May 17th 1845
John Hafiel, Clerk

Received this writ April 18th 1845

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 James McElroy, to wit; 1 sorrel Mare, a little defective in one eye

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 Elisha White

~~the sum of~~

~~dollars and~~ ~~cents, for~~

~~damages, together with~~ $ 7,74 for his costs, with interest thereon from the 18th day of April A. D. 184 2 until paid, which late in ~~our said~~ the supreme Court the said Elisha White recovered against the said James McElroy, also that you make the costs of said McElroy amounting to $ 50,75 as of record is manifest. Also, $ 7,13 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 Plaintiff

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 14 day of April A. D. 184 5.

John Cassil CLERK.

Ex. Doc. No. 2 page 78

James McElroy
vs
Elisha White

judgment for costs

Pltffs costs		$50,75
Defts "		7,74
Writ —		41

Recd this writ Aug 30. 1843.
levied Sept 20. 1843. on
1 Sorrel Mare, a little de
fective in one eye, —, Ad-
vertised to be sold Oct
11. 1843. but not sold
for want of bidders.

W. W. Stuckshaff

Serv	35
Mile	1.10
Adv.	25
Shff fee	1.70
Fr. fee	1.00
Tot.	$3.70

Filed October 13th 1843
John Coffee 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 26th day of June A. D., 1843 Elisha White

recovered against James McIlroy

~~as well the sum of~~

~~and~~ ~~cents, for~~ ~~damages, as~~ ~~dollars~~

the sum of $ 7,74 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 James McIlroy

you cause to be made the ~~damages and~~ costs aforesaid with interest thereon from the 19th day of April A. D., 1842, 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 aforsaid, on the first day of our next term, to render unto the said Elisha White, also the costs of said McIlroy amounting to fifty dollars & seventy five cents

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.

him into disgrace among his neighbors, and to expose him to the penal=
=ties of the law for Larceny, did, on or about the first day of July,
A. D. 1841, and on divers other days between that day and the commence=
=ment of this suit, at the said County of Union, utter and publish in
the hearing of a number of persons, the following false, scandalous,
wicked and defamatory words, of and concerning the said James M'Elroy,
to wit: "He" (meaning plaintiff) "stole my hay" – "you" (meaning plaintiff)
"divided the stack, took away your own half, and then stole the half of
my half". By means of uttering and publishing which false, scan=
=dalous, and defamatory words, the said James is greatly injured in
his good name, fame and character, and has been rendered liable to a
prosecution for the heinous crime of Larceny – to the damage of
the said James one thousand dollars, and therefore he sues, &c.

A. Hall,
Atty. for Plaintiff.

James M'Elroy
vs.
Elisha White.

Case – Par.

Filed Nov. 5. 1844
James M'Elroy
cost bill sued
Recorded

Recorded R. C. Reams

A. Hall,
Atty. for Plaintiff.

State of Ohio, Union County, ss.

Common Pleas, August Term, A.D. 1841.

James M'Ilroy
vs.
Elisha White.

Case.

James M'Ilroy complains of Elisha White in a plea of the case, for that whereas, the said James M'Ilroy is, and always has been, a good and faithful citizen of the State of Ohio, and has sustained a fair character among all his neighbors for honesty and morality, and has never been guilty, or suspected of the crime of Larceny, and stealing; but the said Elisha White, not ignorant of the premises, and contriving and intending maliciously and wickedly to injure and destroy his the plaintiff's character, to bring him into disgrace among his neighbors, and to expose him to the penalties of the law for Larceny, did, on or about the first day of July, A.D. 1841, at the said County of Union, utter and publish in the hearing of a number of persons, the following false, scandalous, wicked and defamatory words, of and concerning the said James M'Ilroy, to wit: "M'Ilroy stole my hay" — "he" (meaning plaintiff) "took his half, and then stole half of my half" — "he" (meaning plaintiff) "stole half my hay" — "he" (meaning plaintiff) "stole my hay" — "you" (meaning plaintiff) "divided the stack, took away your own half, and then stole the half of my half" — "you" (meaning plaintiff) "stole the half of my half of that stack of hay." By means of publishing which false and scandalous words, the said James is greatly injured in his good name, fame and character, and has been rendered liable to a prosecution for the heinous crime of Larceny.

And whereas also, the said James M'Ilroy is, and always has been, a good and faithful citizen of the State of Ohio, and has sustained a fair character among all his neighbors for honesty and morality, and has never been guilty or suspected of the crime of Larceny and stealing; but the said Elisha White, not ignorant of the premises, and contriving and intending maliciously and wickedly to injure and destroy the plaintiff's character, to bring

No. 42-SC-10

Union Common Pleas Court

Simon Shover Plaintiff,

against

David Chapman Defendant.

JUN TERM 1843

Journal SC 1 Page 72

Record No. 1 Page 318

Ex. Doc. 1 Page 336

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

The State of Ohio Union County. ff.

To the Court of Common Pleas within and for the said County of Union. Greeting

We command you. that you cause Simon Shover to have execution of a certain Judgment rendered in his favour against David Chapman by our Supreme Court within and for the said County of Union on the 26th day of June AD 1843. for the sum of Six cents damages and Dollars Costs

Witness John Cassil Clerk of Said Supreme Court this 4th day of July 1843

John Cassil Clerk

No. 42-SC-10 8

Union Common Pleas Court.

Simon Shover
Plaintiff,

AGAINST

David Chapman
Defendant.

APR 1842

Judgment vs. Defendt

Journal 3 Page 24

Record No. 3 Page 360

Ex. Doc. 1 Page 336

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

Union Supreme Court

Simon Shewey
vs
David Chapman

Served by reading
June 26. 1843
W W Steele Shff

Serv. 12
Mile 5
17

Filed June 26, 1843,
J. Cassil,
Clk.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon ~~Amanda Comer & Samuel A. Comer~~

Aaron Fossy

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court House, in the town of Marysville, ~~on the first day of next~~ ~~Term,~~ Forthwith to testify and the trûth to speak on behalf of

Simon Shaver

in a certain matter in controversy in our said Court depending: wherein Simon Shaver

is — — plaintiff, and

~~and~~ David Chapman 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~~ John Cassil, Clerk of said Court at the Court house aforesaid, this 26th day of Jan A. D. 1845.

John Cassil Clerk. P. J.

Shaw

v. Subpoena

Chapman

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Harison Goldsberry

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Simon Shoop

in a certain matter in controversy in our said Court depending: wherein Saml Shoop is

plaintiff, and

and David Chapman 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, Clerk of said court at the court house aforesaid, this 26 day of April A. D. 1846

James H. Gill CLERK.

Paccha for
Witness

Chapman & Shower. } Replevin - Sup. Court

for

Isaac Abram Sager, Calvin Allen, Andrew Sotenian, Harrison Goldsberry, Nil-=longsby Goldsberry.

A H Hall Atty
for Deft

June 13, 1843.

To J. Cassil, Esq. Clerk.

Amos Shore

v Z Sob

Davis Chapman

Served by reading
to Abraham Sagar
& Newton Sagar by
Copy on Nathan Soule
April 12. 1842

W W Steele Sff

Serv 372
Mile 1.10
Copy 60
1.42

Filed Apl 13. 1842
Jas. H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Abraham Sagar Nathan Soule
Newton Sagar

to be and appear before our 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 Simon Shown

in a certain matter in controversy in our said Court depending: wherein Said Shown is plaintiff, and David Chapman 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 said Court at the Court house aforesaid, this Twenty day of April A. D. 1842

James H. Gill CLERK.

Union Supreme Court

Shaver
vs
Chapman

Served by reading
June 26 1843.
W. W. Steelhoff

Fee 12
Mile 5
17½

The State of Ohio Union County ss:
To the Sheriff of said County Greeting.
We command you that you summon
Abraham Sager to be and appear before
our 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 Simon Shawn
in a certain matter in our said Court
Court depending wherein Simon Shawn
is plaintiff and David Chapman is
defendant, and this he shall in no
wise omit under the penalty of the law
and have then there this writ

Witness John Capsil Clerk
of said Court at the court
house aforesaid this 26th day
of June A. D. 1843

John Capsil Clerk S.C.

Arm. Com. pleas

Simon Shover

vs Assumpsit

David Chapman

Filed Feb. 23. 1861

Sat. H. Gillette

The undersigned Samuel Snodgras Aplas Eastman & John Kent being Called upon by W W Steele Sheriff to appraize 1 Mare called Jenny Jenkins 1 Red Heifer ~ ~ ~ ~ ~
property replevied by Simon Shover do value said poperty as follows viz the Mare Jenny Jenkins $60,,00 the red Heiffer $10,,00 ~ ~ ~ ~ ~ ~
~~After~~ being duly sworn by said Sheriff, have here unto set our hands this 23d day of Febr AD 1841

Samuel Snodgrass
Appollos Eastman
John Kent

Appraisers

Urman Shower

vs Replevin Bond

David Chapman

Filed Feb. 23. 1841
Saml. H. Gill Clerk

Recorded

Know all men by these presents that we Simon Shover
are held and firmly bound
unto David Chapman in the penal sum of One hundred & Forty —
dollars to the payment of which well and truely to be made we bind
ourselves our heirs executors & Administrators firmly. sealed with
our seals and dated this 23d day of Febr AD 1841. The Condition
of the above bond is such that whereas the said Simon Shover sued
out of the Court of Common pleas of the County of Union a writ of Replevin
against the sd David Chapman for the following goods to wit one
— Mare called Jenny Jenkins & 1 Red Brindle Heifer — —
which said writ is returnable at the next term of said Court Now
if the sd Simon Shover shall appear at said Court and prosecute
his suit to effect & pay all Costs & damages that shall be
awarded against him then this obligation to be void otherwise in
full force & virtue in law

Simon Shover (Seal)
his
Wm ✗ Bothard (Seal)
mark
Nathan Soule (Seal)

Wm Kile

Union Com. Plas

Simon Shover
vs } Writ of Repl
David Chapman

Served by reading to David Chapman. delivering property to Simon Shover & taking his bonds in the sum of 140$

Service — —	35
Mileage — —	55
Bond — —	50
	$ 1.40

W. M. Steele Sheriff

Filed Feb. 23. 1841
Sam. H. Geeslin

Recorded

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you that without delay you cause to be replevied unto Simon Shover the goods and chattels (to wit) one black man 6 years old called Denny Jenkins and one red brindle heifer calf two years old the coming Spring which Davis Chapman wrongfully detains from the said Simon Shover as is said, and also that you summon the said Davis Chapman to appear at the next Term of the Court of Common Pleas to be held within and for the County of Union to answer unto the said Simon Shover for the unlawful detention of the goods and chattels aforesaid damages one hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 20. day of Feb. 1841

James H. Gill Clerk

Filed June 26th
1840 John Lapsilla

Recorded

David Chapman admr
De bonis non
~~vels~~
Simon Shover

In Supr Court
In Replevin

and the said Chapman comes and defends &c and says that he does not wrongfully detain the goods and chattels as above thereof complained against him and of this he puts himself upon the country and the plaintiff doth the like

by Wm Blackmer
his atty

plaintiff will take notice that Deft will insist that as admr with the will of Henry Shover he held and had a right to the possession of said beast in the declaration specified

Union Com. Pleas

Simon Shover

vs

Deed

David Chapman

Filed August 5. 1841

James H Gill Clerk

Sept. 1826

to 1830

Recorded

[illegible]

Court of Common Pleas. April Term 1841

Simon Shover complains of David Chapman in a plea of replevin for that the said David Chapman on the 19th day Feby 1841 at Union County aforesaid was possessed of the following goods & Chattels of the said Simon Shover (viz) One Black Mare (four years old called Jenny Jenkins) & one Red Middle Heifer Calf (two years old nearly) to be delivered to the said Shover when he the sd Chapman should be thereto afterwards requested Yet the said Chapman though requested so to do has not delivered the sd Goods & Chattels or any part thereof to the said Shover & so the said Chapman ~~wrongfully~~ wrongfully detains the same from the said Shover to the damage of sd Shover 100$ & therefore he sues

By A. Ball his Atty

Union Com Pleas No 87

Simon Shover

vs

David Chapman

Damages $00.06
Costs 57.42
Execution 1.26
Writ 41
$53.15

Recd
Levied Decr 4. 1843 on
2.5 Stock hogs
Made Apl. 15. 1844 $40.00
W. W. Steele Shff

Lev 35
Mile 1.20
Pound .80
2.35

R

Filed April 16. 1844
John Caffee Clerk
due in apl $58.65
M, 10.04

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 26th day of June A. D., 1843 Simon Shover

recovered against David Chapman

as well the sum of ~~dollars~~

~~and~~ Six cents, for his damages, as the sum of $ 51.42

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 David Chapman

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 $ 1.26, 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 Simon Shover

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 27th day of October A. D., 1843.

Attest: John Cassil

CLERK.

Minn. Supreme Court

Simon Shaw
vs
David Chapman

Sub. for Chapman, Wit.

Served by Copy on Newton Sagan, & by reading to Nathan Soule, June 21. 1843, A. Sagan not found. Wm. M. Steele Sheriff

Fee .37½
Mile .80
Copy .10
1.27½

Filed June 21st 1843
John Cazier Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Newton Layer, Nathan Layer and Abraham Layer

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court house, in the town of Marysville, on the 26th inst at 9 o'clock A. M. ~~forthwith~~, to testify and the truth to speak on behalf of David Chapman

in a certain matter in controversy in our said Court depending: wherein Simon Shaver is plaintiff, and David Chapman 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~~ John Cassil, Clerk of said court at the court house aforesaid, this 19th day of Jan A. D. 1843.

John Cassil CLERK. J. Z.

Union Superior Court

Simon Shover

v Trespass

David Chapman

Filed June 25. 1842

Jas H. Lee Clk

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 Judgment are truly copied from the Journals of said Court Viz:

Simon Shore
Daniel Chapman } April Term 1842
Replevin.

This day came the parties by their attorneys and thereupon came a Jury to wit Mordecai Boughan Random Clements Daniel Cox A. C. Jennings Samuel Tyler Joseph Button Frederick Sagar John Thomas David Beard Ryan Gray Henry Vangorton and John Johnson who being empanneled and sworn the truth to speak upon the issue joined between the parties upon their oaths do say that the said David Chapman doth detain the goods and chattels of the said Simon Shore in manner and form as the said Shore hath complained against him and they assess the damages of the said Simon Shore by reason of the premises to one dollar. Therefore it is considered that the said plaintiff recover of the said Defendant the said sum of one dollar together with costs in this behalf expended to be taxed &c &c Notice of appeal by Deft

In Testimony whereof I have hereunto set my hand and seal of office this 25th day of June 1842

James H Gill Clerk

Union Supreme Court

Chapman

v.

Sub Writ

Shover

Served by reading to
Willoughby Goldsbury.
& by leaving with A. Goldsby
& A Coleman, the rest
not found. June 20. 1843

Mr. W. Steele Sheriff

Serv 62½
Mile, 55
Copy 20
1.37½

Filed June 21st 1843
Jam Copsie
Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Abram Sagar, Calvin Allen, Andr. Rotenman, Harison Goldsbury, & Willoughby Goldsbury

to be and appear before our Court ~~of Common Pleas~~ Supreme of said County, at the Court house, in the town of Marysville, ~~forthwith~~ on the 26th day of June 9 O'clock AM to testify and the truth to speak on behalf of Simon Shover in a certain matter in controversy in our said Court depending: wherein Daird Chapman is plaintiff, and Simon Shover 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~~ John Carsil, Clerk of said court at the court house aforesaid, this 15th day of June A. D. 1843.

John Carsil CLERK. P. T.

Union Com. P

Simon Shover
vs Spec. in Rep.
Saird Chapman
Filed Feb. 20 1841
James H. Gillette
cost bill made
Recorded
Cost bill made

Recorded

Simon Shover
vs
David Chapman

In Replevin Damages $100.00 dollars
Upon a writ of Replevin for the following goods and chattels (to wit) one black mare 4 years old called Jenny Jenkins and one red Brindle heifer calf two years old the coming spring
Feb. 20. 184[illegible]

Simon Shover

The above named Simon Shover makes oath and says that he has good right to the possession of the goods and and chattels described in the above pleaps and that the same are wrongfully detained by the said David Chapman - and that the said goods and chattels were not taken on Execution on any Judgment against the said plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff. nor by virtue of any writ of replevin or any other mesne or final process ~~found~~ whatsoever issued against the said plaintiff

Simon Shover

Sworn to and subscribed before me this 20. day of February 1841
James H. Gillelah

No. 42-SC-11

Union Common Pleas Court.

Jesse Harden
Plaintiff,

AGAINST

A. S. Alden et al
Defendant.

APR. TERM, ~~1846~~
MAY TERM, 1847

Dismissed

Journal 4 3 Page 9 52

Record No. 5 Page 53

Ex. Doc. 1 Page 295

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

ex. Doc. No. 2. page 79

Jesse Hardin
vs
A. S. Alden

Judgment for costs

Common Pleas $19,32
Supreme Court — 11,56
Writ — 41

No property found whereon to levy Oct 5, 1843.

W. M. Steele Sheriff

Serv 35
Mile 35
70

Filed Oct 5th 1843
John Cassil 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 26th day of June A. D., 1843 Andrew S. Alden

recovered against Jesse Hardin

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 30,88

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 Jesse Hardin

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 aforsaid, on the first day of our next term, to render unto the said A. S. Alden

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.

Union Supreme Court.

Jesse Hardin
vs.
Andrew J. Alden.

Transcript.

Filed May 16, 1843.
J. Cassil,
Clerk.

Recorded

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said County of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Jesse Hardin
v.
Andrew S. Alden.

August term, 1842.
Certiorari.

This cause came on to be heard upon the transcript of the Record and proceedings before Andrew Reyes, a Justice of the Peace within and for the township Union and county of Union, and was argued by counsel, on consideration whereof, it is ordered and adjudged by this Court that the judgment of the said Andrew Reyes is hereby affirmed, with costs — and it is further ordered that a writ of restitution issue to the Sheriff of this County to carry said judgment into execution.

Notice of appeal by Jesse Hardin."

Witness my hand, and the seal of said Court, this 5th day of September, 1842.

John Cassil, Clerk.

Served by Co Copy on the 15
J. R. S. Maynard

Notice to Defendants

To Felix Harden

Sir

I wish you to leave the following premises now in your occupancy namely 279 acres of land being survey no 8153 of 94 acres and no 12238 of 181 acres on the waters of Darby Creek in union County Ohio your compliance with this notice within ten days after it receive will prevent any legal measures being taken by me to obtain possession

April 14th 1842 A S Alden

Union Com. Pleas

Jesse Hardin

vs

Writ of ex.

Andrew J. Alden

I have Executed this writ by delivering it to Andrew Reyes - May 16. 1842 Wm W Steel Sheff

Serv .35
Mile .25
.60

Recorded

The State of Ohio Union County ss

To Andrew Hayes & Wm B. Irwin Esqrs Justices of the peace within and for Union Township in said County Greeting

We command you that a certified Transcript of the Record and proceedings of a certain Suit in Trouble Detainer ~~pendr~~ lately pending before you, wherein Andrew S. Alden was pltff and Jesse Hardin was Defendant and wherein you on the 8th day of May 1842 rendered Judgment for Restitution of 279 acres of land being Surveys Nos 8153 of 94 acres & No 12238 of 185 acres. also for $10.48½ costs in favor of the said Andrew S. Alden and against the said Jesse Hardin with all things touching the same as fully as the same are now before you, you send. sealed & enclosed with this writ, to our Court of Common Pleas within and for said County of Union on or before the first day of next Term

Witness James H. Gill Clerk of said Court this 13. day of May 1842

James H. Gill Clerk

Union Com. Pleas

Jesse Hardin

v Z Bond

Andrew S. Alden

Filed May 13. 1842

James H. Gill Clerk

10.48½
3.88
6.63½

.16
4.61

Recorded

Know all men by these presents that we Jesse Hardin and Wm Walk of the County of Union & State of Ohio are held and firmly bound unto Andrew J. Alden of the County and State aforesaid in the penal sum of one hundred Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators sealed with our seals and dated this 13th day of May 1842. The condition of the above obligation is such that whereas the said Jesse Hardin hath this day obtained the allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union a certain Judgment for Restitution of the following premises situate in Union County Union Township to wit 279 acres of land being Surveys No 8153 of 74 acres & No. 12238 of 185 acres on the waters of Darby Creek in Union County Ohio & bounded northerly by lands owned & occupied by Wm J Elder & Andrew J. Alden also for the sum of $10.48½ costs lately rendered against the said Jesse Hardin by Andrew Hayes & Wm B. Irwin two Justices of the peace in and for said County of Union in an action pending before them on the 5th day of May 1842 for forcible detainer wherein said Alden was Plff. and said Hardin was Deft. Now if the said Jesse Hardin shall well and truly pay all the costs & charges which have accrued or which may accrue in the prosecution of said writ of certiorari together with the amount of any Judgment that may be rendered against the said Jesse Hardin on the further trial of said cause after said Judgment of said Justices of the peace shall have been set aside or reversed then this obligation shall be void; otherwise in full force and virtue in Law

Approved May 13. 1842
J. H. Gill Clk

Jesse his X mark Hardin (Seal)

William Walke (Seal)

In Union Common Pleas

Jane Harding

vs

Andrew J. Aldus

Appeal Bond

Filed Sept 5th 1842

John Capil clerk

Protem

Know all men by these presents that we Jesse Harding and David Miller are held and firmly bound unto Andrew Salder in the penal sum of One hundred dollars for the payment of which well and truly to be made We bind ourselves our heirs executors firmly by these presents sealed with our seals and dated this 5th day of September 1842

The Condition of the above obligation is this whereas the said Jesse Harding has taken an appeal from a certain judgment against him and in favor of the said Andrew Salder in the Court of Common Pleas within and for the County of Union and State of Ohio at the August term thereof AD 1842 for the sum of $17 32 cents and affirming the judgment of Andrew Keyes the justice before whom this cause was tried and ordering that a writ of restitution issue to the Sheriff of said County of Union to carry said judgment into execution

Now if the said Jesse Harding shall pay the full amount of the condemnation in said Supreme Court and costs in case judgment shall be rendered therein against him - or in case judgment shall be rendered in favor of the appellee then this obligation is to bind otherwise in full force and virtue in law

Jesse his X mark Harding (seal)
David Miller (seal)

A. L. Alden

Venire for Jury

Harding et al

I have executed this writ by summoning Ranson Clark, R. L. Broome, J. L. Ward, Jo. W. Evans, Matthew Gooding & Wilson Reed. May 5 1842 Wm W Steele Sheff

Serv 3.00

The State of Ohio Union County ss

To the Sheriff of Union County Greeting
Whereas Complaint is made to us by And: S Alden of said County for forcible detainer of the lands and tenements of said Alden.

You are therefore Commanded on behalf of the State of Ohio to cause to come before us upon the Fifth day of April in the year 1842 at 9 Oclock A M at the Office of And: Reyes in Union Township County aforesaid Twelve Judicious disinterested men of the County who shall be freeholders in the same to be empanneled and sworn to enquire into the forcible detainer aforesaid given under our hands and Seals this 5th day of April A D 1842

Andrew Reyes JP Seal
William B Irwin Seal
Justices of the Peace

Affadavit

of Jesse Hardin

Andrew S Alden vs Jesse Harding } Forcible detainer

Jesse Harding being duly sworn makes oath and says that he is not prepared to go to trial in this case that he has been lame and from other circumstances ~~has been~~ beyond his controll has been unable to obtain and produce to this Court such testimony as he believes he can obtain to constitute a good and meritorious defence to the complaint of Plaintiff. deponent is advised and believes that he has a good and meritorious defence and that he can to show, if this Court will give him twenty days to obtain his evidence this application is not made for delay but to obtain the ends of justice. the testimony deponent wishes to obtain is not in this County and deponent expects that it will take him at least that length of time to obtain it and prepare for trial

Jesse Harding

Sworn to and subscribed this 5th day of May 1842 before me
Andrew Reyes J P

Jurys Report

We the jury do find that the defendant is not guilty of an unlawful and forcible entry, ~~as complained against him~~. We further find that the defendant is guilty of an unlawful and forcible detainer only, in manner and form as the plaintiff has, in his complaint set forth. We do further find that the plaintiff did notify the defendant, ten days prior to the issuing of the writ in this cause, to leave said premises as required by law

May 5th 1842

M. Gooding

D. L. Broome
L. Ward
R. Clark
W. Reed
Jo. W. Evans

Jurors

Bill of exceptions

A

Andrew S. Alden
vs
Jesse Harding

In this case the defendant upon the calling of the case made his affidavit (and placed the same on file.) and moved the Court for a continuance — which motion and affidavit were submitted to the Court upon argument. The Court decided that no continuance would be granted in the case upon said motion to this decision the defendant excepted and prayed the Court to sign & seal this their bill of exceptions

Andrew Keyes (Seal)
William B. Irwin (Seal)

Jesse Hawkins

Baptist

To Andrew Kruger a Justice of the peace in & for the township of Union in the county of Union & to Wm B. Irwin a Justice of the peace in & for the township of Union in the same County.

The undersigned Andrew S. Alden a resident of the township of Union on oath hereby make his complaint to you against Jesse Hardin for this: That the said Jesse Hardin hath ever since the 14th day of April in the year 1842 and doth still unlawfully & forcibly detain from the undersigned possession of the following premises situate in the township of Union in the said County of Union and described as follows namely 279 acres of land being surveys No. 8153 of 94 acres & no. 12238 of 1.85 acres on the waters of Derby creek in Union county Ohio & bounded northeastwardly by lands owned & occupied by Wm Silvers & Andrew S. Alden. The said Jesse Hardin entered upon the said premises as the tenant of the undersigned the lease thereof expired at the time herein first mentioned; & from that time the said Jesse Hardin hath unlawfully & forcibly held over his said term

On the 15th day of April in the year 1842 the undersigned duly served upon the said Jesse Hardin as required by law notice in writing to leave said premises. The undersigned asks process & restitution —

Dated this 25th day of April 1842

Andrew S. Alden

Transcript

A S Alden
vs
Jesse Pbardin

Filed Aug 30. 1856
Jas. H. Lee Clerk

Recorded

Andrew B Alden
vs
Jesse Hardin

Pltff Costs.

summons	12½
venire for jury	25
sheriffs	3.75
subpoena & Wt	16
Court fees	35
Jury fees	3.00
2 justice fees	1.50
2 Wts fees	1.00
docket entry	25
	$ 10.48½

State of Ohio Union County ss

Proceedings under the act to regulate the action of forcible entry and detainer had before me Andrew Reyer a Justice of the peace in and for the Township of Union in said County and William B Irwin a justice of the peace in and for the Township and County aforesaid

April 26th 1842 the Said Andrew B Alden made Complaint in writing to us the aforesaid Justices and which Complaint is in substance as follows

To wit To Andrew Reyer a justice of the peace in and for the township of Union in the County of Union & to William B Irwin a justice of the peace in and for the township of Union in the same County

The Undersigned Andrew B Alden a resident of the township of Union Ohio doth hereby make his Complaint ~~to you~~ against one Jesse Hardin for this that the said Jesse Hardin hath ever since the 14th day of April in the year 1842 and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situate in the township of Union in the said County of Union and described as follows namely 279 acres of land being surveys Nos 8153 of 94 acres & No 12258 of 185 acres on the waters of darby Creek in Union County Ohio and bounded Northerly by lands owned

and occupied by Wm Silver & Andrew S Alden
the said Jesse Hardin entered upon the said
premises as the tenant of the undersigned the lease
thereof expired at the time herein first mentioned
and from that time the said Jesse Hardin
hath unlawfully & forcibly held over his said
time on the 15th day of april in the year 1842 the
undersigned duly served upon the said Jesse
Hardin as required by law a Notice in writing to leave
said premises the undersigned asks process and
restitution dated this 25th day of april 1842

Andrew S Alden

and thereupon on the same day april 25th 1842 we the
said Justices issued a summons to the defendant on
said Complaint duly filed with us for the appearance
of and trial at the office of Andrew Reyes in the Township
of Union in the said County on the 5th day of May A D 1842
at 9 O Clock A M at the same time 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 which was returned
served by Certified Copy april 27th 1842 Wm Steel
Sheriff fees, 55 cents May 5th 1842 A supoena was issued
at the request of the plaintiff for John S Bruin & Reyes
Maynard May 5th 9 O Clock A M at the time
and place above designated for trial we the said
Justices met and the parties appeared the warrant
also returned by the sheriff endorsed I have
executed this writ by summoning Ransom Clark
R L Broom I L Ward I W Evans Matthew Gooding & Wilson Reed May 5th 1842 fees $3 Wm Steel sheriff
all the Jurors appeared The defendant Moved
the Court for an adjournment and filed an affadavit
which Motion of the defendant was over ruled by the

Court and at the request of the Counsel of the defendant a bill of exceptions was signed by said Justices as per bill of exceptions hereunto attached marked (A)
The said Jurors were duly impaneled and sworn and the Parties proceeded to trial the Complaint was laid before the Jury and after hearing the evidence John S Irwin Rufus Maynard & Wm B Irwin being sworn and examined as Witnesses on the part of the plantiff The Jury returned their verdict to us the said Justices as follows We the Jury do find that the defendant is not Guilty of an unlawful entry We further find that the defendant is guilty of an Unlawful and forcible detainer only in manner and form as the plantiff has in his Complaint set forth we do find further that the plantiff did notify the defendant ten days prior to the issuing of the writ in this Cause to leave said premi ses as required by law May 5th 1842
M Gooding R Clark R S Broome J L Ward
W Reed J W Evans Jurors
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 and recover of said defendant the Costs herein taxed at Ten dollars and forty eight cents
State of Ohio Union County ss
We do Certify that the foregoing is a true and accurate Transcript of the proceeding had by and before us in the above Cause
Given Under our hands this Andrew Beyer J.P.
26th day of August 1842)

And now comes the said Jane Harding and says that there is error in the proceedings of record in this cause

1st The Court erred in not granting a certiorari upon the affidavit of Defendant

2nd The Court has erred in not entertaining a copy of the filed exceptions in this cause

3rd The Court erred in other material records

Jane Harding

A S Alden
vs
J Harden

Filed May 13. 1842
James H. Gill Clk

I allow a writ of Certiorari to issue in this case upon the Deft giving security according to law.
May 13th 1842
John Caspil
Associate judge

Recorded

State of Ohio Union County ss
Andrew S Alden
vs
Jesse Hardin

Plaintiffs Costs

summons	12½
Warrant for jury	25
Sheriff fees on summons	85
subp for 2 Wit	16
sheriff fees on warrant	3 00
Court fees on reference	35
Jurors fees	3 00
2 justices fees	1 50
2 Wit fees	1 00
docket entry	25
	$ 10.48½

Proceedings under the act to regulate the action of forcible entry and detainer had before me Andrew Keyes a justice of the peace in and for the township of Union in said County and William B Drewin a justice of the peace in and for the Township and County aforesaid

April 26th 1844 The said Andrew S Alden made complaint in writing to us the aforesaid Justices and which complaint is in substance as follows to wit To Andrew Keyes a justice of the peace in and for the township of Union in Union County and to William B Drewin a justice of the peace in and for the township of Union in the same County

The undersigned Andrew S Alden a resident of the Township of Union Ohio doth hereby make his complaint to you against one Jesse Hardin for this that the said Jesse Hardin hath ever since the 14th day of April in the year 1844 and doth still unlawfully & forcibly detain from the undersigned possession of the following premises situate in the township of Union in the said County and described as follows namely 279 acres of land being surveys No 8153 of 94 acres & No 11238 of 185 acres on the waters of Darby Creek in Union County Ohio & bounded northerly by lands owned and occupied by Wm F Silver & Andrew S Alden the said Jesse Hardin entered upon the said premises as the tenant of the undersigned the lease thereof expired at the time herein first mentioned and from that time

the said Jesse Hardin hath unlawfully & forcibly held over his said time on the 15th day of april in the year 1842 the undersigned duly served upon the said Jesse Hardin as required by law a Notice in writing to leave said premises the undersigned asks process and restitution dated this 26th day of april 1842 Andrew S Alden

And thereupon on the same day april 26th 1842 we the said Justices issued a Summons to the defendant on said complaint duly filed with us for the appearance and trial at the office of Andrew Keyes in the township of Union in the said County on the 5th day of May A D 1842 at 9 O Clock A M at the same time april 26th 1842 we issued a warrant for a jury to appear at the same time and place of trial both writs delivered to the sheriff of ~~said~~ this County which was returned Served by Certified Copy april 27th 1842 fees 85 cents Wm W Steel Sheriff May 5th 1842 a supoena was issued at the request of the plaintiff for John S Irwin & Keyes S Maynard May 5th 1842 9 O Clock A M at the time and place ~~of trial~~ designated for trial we the said Justices met and the parties appeared the warrant also returned by the sheriff endorsed I have executed this writ by summoning Ransom Clark R L Broome I L Ward I W Evans Matthew Gooding & Wilson Reed May 5th 1842 fees $3.00 Wm W Steel Sheriff all the jurors appeared The defendant Moved the Court for an adjournment and filed an affadavit which motion of the defendant was over ruled by the Court and at the request of the Counsel of the defendant a bill of exceptions was signed by said Justices The said Jurors were duly impannelled and sworn and the parties proceeded to trial the Complaint was read before the Jury and after hearing the evidence John S

Irwin Reyes S Maynard & Wm B Irwin being sworn and examined as witnesses on the part of the plantiff the Jury returned their verdict to us the said Justices as follows We the Jury do find that the defendant is not guilty of an unlawful entry We further find that the defendant is guilty of an unlawful and forcible detainer only in manner and form as the plantiff has in his Complaint set forth we do find further that the plantiff did notify the defendant ten days prior to the issuing of the writ in this cause to leave said premises as required by law May 5th 1842 Matthew Gooding Ransom Clark R & S Broome J J Ware W Rice J W Evans jurors 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 and recover of said defendant his costs of suit herein taxed at Ten dollars & forty eight cents

Andrew Reyes J P
William B Irwin J P

State of Ohio Union County Ohio
I do Certify the foregoing to be a true transcript of the proceedings had by and before the subscriber and Wm B Irwin in the foregoing cause

Andrew Reyes J P

This Transcript given at the request of the defendant in the above cause A Reyes J P

A. S. Alden
vs } Notice
Jesse Hardin

Served by Certified
Copy apl 27. 1842
W. W. Stubblefield

Serv 35
Mile 35
Copy 15

State of Ohio Union County ss

To the Sheriff of Union County Greeting

You are hereby commanded to summon Jesse Hardin to appear before us Andrew Reyes & William Irwin two Justices of the peace in & for said county on the 5th day of May 1842 at 9 o clock A. M. to answer unto Andrew S. Alain in an action of detainer of the following premises 279 acres of Land, being Surveys No 8153 of 94 acres acres & No 12238 of 185 acres on the waters of Derby Creek in Union County Ohio & bounded Northwardly lands owned & occupied by Wm Silvers & Andrew S. Alain & of this writ make service at least seven days prior to said day above mentioned for the appearance of the said Jesse Hardin before us & also of this writ make due return

Given under our hands & seals this 26th day of April in the year 1842

Andrew Reyes (Seal)

William Irwin (Seal)

Justices of the Peace

Min Com pleas

Jesse Hardin

adv } Notice

A S. Alden

Served by Certified
Copy to A S. Alden
May 16. 1842 W W Stuth Shff

Serv 35
Mile 35

Filed May 19th 1842
James H. Gill Clerk

cert bill made
Do

1846

Jesse Hardin
vs
Adv

To. Andrew S Alden.

Take notice that at my instance a writ of Certiorari this day ~~issued~~ has been allowed and issued to remove into the Court of Common Pleas of Union County Ohio a judgment rendered against me and in your favour on the 5th day of May 1842 by Andrew Reyes and William B Irwin Justices of the Peace within and for the township of Union Union County Ohio aforesaid, for the ~~sum~~ restitution of 279 acres of land ~~part~~ of surveys No. 815 3 of 94 acres & No. 12238 of 185 acres and also for the sum of ten dollars 48½ cents costs and that at the next term of said Court I shall pray a ~~restitution~~ reversal of said Judgment

May 13th 1842. Jene Harding

Supreme Court

No. 42-SC-12

Union Common Pleas Court.

Benjamin Boyland & Co Plaintiff,

AGAINST

Norman Chipman Defendant.

Supreme Court

JUN 1843

judg vs Defendt.

Journal 1 Page 71

Record No. 1 Page 608

Ex. Doc. Page

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

Union Supreme Court.

B. Boylan & Co.
vs.
N. Chipman.

Transcript.

Filed May 16, 1843.
J. Cassil,
Clerk.

Recorded

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said County of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Benjamin Boylan & James Boylan, partners in trade under name of B. Boylan & Co.
v.
Norman Chipman.

August term, 1842.

Assumpsit.

This day came the plaintiffs by their Attorney, and filed their declaration against the said defendant, and thereupon T. B. Cole, one of the Attorneys of this Court, appeared in open court, and by virtue of a warrant of attorney for that purpose executed by the said defendant, waives the issuing and service of process, & accepts a declaration, and confesses that the said defendant did assume and promise in manner and form as the said plaintiffs complained against him; and that the plaintiffs have sustained damages by reason thereof, to $172.74. — Therefore it is considered that the said plaintiffs recover of the said defendant the said sum of one hundred and seventy two dollars and 74/100, their damages aforesaid, and also their costs in this behalf expended, taxed.

Notice of appeal by deft."

Witness my hand, and seal of said Court, this 20th day of September, A. D. 1842.

John Cassil, Clerk.

Union Com Pleas

N C Spurman
ads } Plea
B Boylan & Co

Filed Aug. 31. 1842
Jas. H. Gill Clerk

Recorded

Norman Chipman
vs
Benjamin Boylan and
James Boylan partners in trade
under the name of B Boylan & Co

Mon Com Pleas
August term 1842

And the said Defendant
By P. B. Cole his atty now
Comes ~~and defends &c~~ and by
virtue of a warrant of attorney to him executed for that
purpose and now here to the court shown waives the issuing
and service of process accepts a declaration in the above
action and confesses Judgment in favor of the plaintiffs
against the said Defendant in the sum of one hundred
and seventy two dollars and seventy four cents their damages
by reason of the non payment of the said acceptance of
the said Defendant and their costs in this behalf
expended

P. B. Cole Atty for Deft

N. Shipman

Letter of Attorney

Filed Aug. 31. 1861

Jas H Gill Clerk

Recorded

State of Ohio
Union County, SS

By these presents I do hereby authorize P. B. Cole or any other attorney of Record in any of the Courts of this State of record to appear for me in any court of competent Jurisdiction in this State at any regular term of said court after this date to be holden, in any action against me on ~~the~~ my acceptance of an order or bill of exchange drawn upon me by B. Boylan & Co of Cincinnati on the 13. of November 1841. due sixty days after date payable at the office of the Urbana Banking Company for two hundred and sixty dollars and sixty six cents. waive process and acknowledge service thereof accept a declaration thereon and confess Judgment against me in favor of Benjamine Boylan & James Boylan ~~under the~~ partners under the name of B. Boylan & Co or the amount then due on said acceptance with costs of collection

Witness my hand and seal this this 16th day of August 1842

Seal

N. Chapman

1571

Norman Chapman

$260. 00 12/15 Jan

174-65 Dam
8 73 pen

[redacted]

Boylan & Co

Rec^d on this Receptum
Jan 13. 1842 One hundred Dolls
$100 Filed Aug. 31. 1842
Saml H. Gill Clerk

Cincinnati Nov. 13. 1841

$260.66

Sixty days after date please pay to our own order Two Hundred & Sixty 66/100 Dollars at the office of the "Urbana Banking Co" Urbana O. value received which place to Acct of

Yours &c

Boylan & Co

To
N. Chipman Esq
Milford Clermont Co.

N. Chipman

Accepted

Due Jany 12/15 1842.

Union Common Pleas.

B. Boylan & Co.
vs.
Norman Chipman.

Appeal Bond.

Filed Sept. 21, 1842.
John Cassil,
Clerk pro tem.

Recorded

Know all Men by these Presents, That we, Norman Chipman, and Robson L. Broome — are held and firmly bound unto Benjamin Boylan and James Boylan, partners in trade under the name of B. Boylan & Co. in the penal sum of four hundred dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals and dated this twentieth day of September, A. D. 1842.

The condition of the above obligation is such, that whereas the said Norman Chipman has taken an appeal from a certain Judgment, rendered against him in favor of the said Benjamin Boylan and James Boylan, in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August Term thereof A.D. 1842, for the sum of one hundred and seventy two dollars and seventy four cents damages, and seven dollars and sixty six cents Costs, to the Supreme Court within and for the County aforesaid — Now if the said Norman Chipman 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 appellees, then this obligation shall be void — otherwise in full force and virtue in law.

Norman Chipman (Seal)
Robson L Broome (Seal)
(Seal)

Approved by me —
John Cassil, Clerk pro tem.

Mon Com Pleas

B. B. Boylan & Co
vs
Norman Chipman

Filed Aug. 31. 1862
Jas. H. Gill Clerk

172.74

costs in man

Notice of appeal by
Deft N. Chipman

Entered

Recorded

State of Ohio } Court of Com Pleas August term 1842
Union County ss } Benjamin Boylan & James Boylan partners in trade under the name of B. Boylan & Co complain of Norman Chipman in a plea of assumpsit for that whereas the said plaintiffs by the name of their firm of Boylan & Co aforesaid on the 13th day of November 1841. at Cincinnati to wit at the county of Union aforesaid made their Bill of exchange in writing and directed the same to the said Norman Chipman and thereby required the said Norman Chipman to pay order of the said Benjamin and James Boylan by the name of their firm of B. Boylan & Co two hundred and sixty dollars and sixty six cents at the office of the Urbana Banking Company sixty days after date thereof which period has now elapsed and the said defendant then and there accepted the said bill and promised the said plaintiffs By the name of their said firm of B. Boylan & Co to pay the same according to the tenor and effect thereof and of his acceptance thereof but did not pay the same when due yet the said deft has disregarded his promises and has not paid the said sum of money nor any part thereof to the damage of the plaintiffs three hundred dollars and thereupon they sue &c

By Wm C Lawrence their

atty

Ex. Doc. No. 2 page 77

B. Boylan & Co.
vs
Norman Chipman

Damages —	$183.38
Costs — —	16.39
Increase — —	2.06
Writ —	.41

Recd this writ March 19. 1844.
Offered the property for sale
April 2nd 1844. having previous
ly advertised the same accor
ding to law, but no sale for
want of Bidders, W. W. Steele Shff

Serv —	.35
Mile,	.05
Advtg	.25
	.65
Sr. fee	1.00
	$1.65

Filed April 2nd 1844
John Cafiel 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 Norman Chipman, to wit; one Pleasure Carriage, two Horses & one sett 1 horse harness.

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 B. Boylan & Co.

the sum of one hundred & eighty three — — — dollars and ~~eighty three~~ 38 cents, for their — — — — damages, together with $ 16,39 for their costs, with interest thereon from the 26th day of June A. D. 1843 until paid, which late in our said Court the said B. Boylan & Co recovered against the said Norman Chipman — — — as of record is manifest. Also, $ 2,06 — — — — — 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 Plaintiffs

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 19th day of March A. D. 1844

John Cassil CLERK.

Rec'd this writ May 25. 1844. – Offered the property agreeable to previous advertisement on the 25 day of June 1844. but made no sale for want of Bidders

N. N. Steele Sheriff

Union Com Pleas 2 77

B Boylan & Co
vs
Norman Chipman

Damages	$183.38
Costs	16.39
Increase	4.12
This writ	41

Fee	35
Mile	05
Adj	25
	65
Pr. fee	1.00
	1.65

Filed June 25. 1844
John Cassil 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 Norman Chipman, to wit; One Pleasure Carriage, Two horses & one set of 1 horse harness

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 B. Boyland & Co the sum of One hundred & Eighty three — dollars and thirty Eight cents, for their damages, together with $ 16, 39/100 for their costs, with interest thereon from the 26th day of June A. D. 1813 until paid, which late in our said Court the said B Boyland & Co recovered against the said Norman Chipman as of record is manifest. Also, $ 4, 12/100 ——— 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 B Boyland & 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 25 day of May A. D. 1844.

John Cassil

CLERK.

Ex. Docket No. 2 page 77

B. Baylan & Co.
vs
Norman Chipman

Damage	$183 38
Costs	16 39
Interest	6 59
	$206,36

fees

Service -	$0-35
Miles - -	0 05
Advertising -	25
Printers fee -	1-00
	$1,65

Filed May 28th 1845
John Cassil, Clk

Received this writ April 18th 1845 — Advertised the within described property for sale on the 26th day of May 1845 — May 26th 1845 property not sold for want of bidders —
Fees $1 Palmer Sheriff

D.

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 Norman Chipman, to wit; One Pleasure Carriage, Two Horses & one set of 1 Horse Harness

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 B. Boylan & Co. the sum of One Hundred & eighty three — — — — dollars and thirty eight cents, for their damages, together with $ 16,39 for their costs, with interest thereon from the 26th day of June A. D. 1843 until paid, which late in our said Court the said B. Boylan & Co recovered against the said Norman Chipman

as of record is manifest. Also, $ 6,59 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 Plaintiff

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 14th day of April A. D. 1845.

John Cassil CLERK.

Received this writ March 6th 1846

Advertised the within described personal property in the Eagle & Paper published in general circulation in Union County for sale on the 4th day of April A.D. 1846 - in the Town of Murphysville in said County — April. 4. 1846. 10 o'clock A.M. I offered the within described property - for sale by public out cry in the Town of Murphysville, and sold the same as follows to wit

One set of one Horse Harness to wit $1.50 and one Carriage at $5.75 - One one Horse at $5.00 to N. S. Brown

he being the highest and best Bidder - also sold one Horse Bay to W. B. Welsh for Four Dollars - he being the highest and best Bidder - whole amount - $16.25

Wm P. Robinson Sheriff.

Ex. Docket No. 2 page 180

B. Boylan & Co.
vs
Norman Chipman

Damages	$183 38
Costs	16 39
Interest	11,30
Writ	41

Service — —	$0-35
Milege — — —	5
Poundage — —	33
Advertising —	25
	$0,98
Printers fee	2,00

Wm P. Robinson
Sheriff

Filed April 14th 1846
John Capsie, Clerk

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~~ goods & Chattels of Norman Chipman, to wit: 1 Pleasure carriage & Horses & 1 set of one Horse Harness

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 B. Boylan & Co — — — — — — — — — — — the sum of one hundred & eighty three dollars and thirty eight cents, for their damages, together with $ 16,39 for their costs, with interest thereon from the 27th day of June A. D. 1843 until paid; which late in our said Court the said plaintiffs recovered against the said Defendant as of record is manifest. Also $ 11,30 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 plaintiffs

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 6th day of March A. D. 1846.

John Cassil CLERK.

Filed May 9th 1836
John Cofer, Clerk
Issued same day

B. Boylan & Co
vs
Norman Chipman

Judgment in
Com Pleas

Issue execution that the
Judgment and costs remain
ing unpaid may be made infuced

Wm C. Lawrence atty
for R. L. Broome
assignee of plaintiffs

May 8. 1846

Received this writ July 16th 1845 — advertised the within described property in the signs & posted the same in the County of Union to be sold on the 16th day of August at Maysville in said County

August 16th 1845 — Sold the within property for sale that the highest bidders — for amount of bidders

Ex. Doc No 2 page 77

B. Baylan & Co
vs
Norman Chipman

Damages	$183 38
Costs	16 39
Interest	8 19
Writ	41

Service — —	$0-35
Mileage — —	5
Advertising — —	25
	$0,65
Bonding fee	2 00

Wm W Robinson
Sheriff

Filed Aug 18. 1845
John Cassel CR

advertised · Entered

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~~ goods & chattels of Norman Chipman, to wit; one Pleasure Carriage Two Horses and one set of 1 Horse Harness

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 B. Boylan & Co. — — — — — — — — — — — — — the sum of one Hundred & eighty three dollars and thirty eight cents, for their damages, together with $ 16,38 for their costs, with interest thereon from the 26th day of June A. D. 1843 until paid; which late in our said Court the said B. Boylan & Co recovered against the said Norman Chipman as of record is manifest. Also $ 8,19 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 B. Boylan & 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 16th day of July A. D. 1845.

John Cassil CLERK.

Ex. Doc. No. 2 page 77

Boylan & Co
vs
N. Chipman

Damages	$183 38
Costs	16 39
Writ	41

Recd this writ Aug 30. 1843
levied Oct 1. 1843 on
1 Pleasure carriage 2 horses
& 1 Sett harness advertised
and offered them for sale
Oct. 17. 1843. but no sale
for want of bidder
Oct 17. 1843. W. W. Steele Shff

fees	35
mile	5
advtg	25
	65
Shff	
fees	1.00
Total	1.65

Filed Oct 17. 1843
Joh Carr CCR

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 Benjamin Boylan, & James Boylan, trading under the name of B. Boylan and Co.

recovered against Norman Chipman

as well the sum of one hundred & eighty three dollars and thirty eight cents, for their damages, as the sum of $ 16.39 for their 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 Norman Chipman

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 aforsaid, on the first day of our next term, to render unto the said B. Boylan & Co.

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.

Ex. Docket No. 1. Page 311

B. Boyles & Co.
vs
N. Chipman

Dam.	$183 38
Costs	16 39
Interest	14 72
Writ	41
	$16,25

Ex. April 4th 1846

Service	$0 35
Mileage	5
Inquest	1-00
Copy of above	25
Advertising	25
Levy	35
	$2,25
Appraisers fee	1-50
printing fee	

Filed July 22. 1846
John Cassil Clk

Wm M Robinson
Sheriff

Received this writ May 9th A D 1846 - Levied May 11th A D 1846 - on In Lot No 35 (Thirty Five) S. [illegible] and also on Lots No 39 & 38 Except 20 feet on the South Side of Lot No 38 Subject to a Mortgage in favour of Peter Igou. Advertised the above described real Estate for Sale as the Law requires - held In Lot No 35 - appraised by the oath of C. Lee Maine Wagon & Thomas Turner at Two Hundred and Twelve Dollars Lots 39 & 38 as above mentioned having been previously appraised on foreclosure of Peter Igous Mortgage further proceedings Stayed by Injunction

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the supreme Court of ~~Common Pleas of~~ the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 26th day of June A. D. 1843. Benjamin Boylan & James Boylan, trading under the name of B. Boylan & Co. recovered against Norman Chipman

as well as the sum of One Hundred & eighty three dollars and thirty eight cents for their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 16,39 for their cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Norman Chipman

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 26th day of June A. D. 1843, until paid: also the sum of $ 14,72 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 B. Boylan & Co.

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 ninth day of May A. D. 1846.

John Cassil Clerk

No. 42-SC-12

Union Common Pleas Court

B. Boylan Ex Co
Plaintiff,

against

Norman Chipman
Defendant.

JUN TERM 1843

Judg. Cr. Deft.
$183. 35/4

Journal SC 7 Page 186 71

Record No. 1 Page 318

Ex. Doc. 1 Page 318

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

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. B Boylan & Co to have Execution of a certain Judgment, rendered in his favour against Norman Chipsman, by our Supreme Court within and for the said County of Union on the 26th day of June. AD. 1843 for the sum of 183.38/100 Dollars Damages and - Dollars Costs

Witness John Cassil Clerk of said Supreme Court this 4th day of July AD 1843 John Cassil Clerk

Ex Docket Page 521

B Boyleston
v
N Chipman

Damages $183.38
Costs 16.39
Increase 21.87
Writ 41

Filed May 30th 1849
James Kinkade Clerk

Cr Feb'y 14. 1846. $64.25

Sale confirmed
May 7. 1849
Filed June 30. 1849
Jas Kinkade Clk
Recorded

Received this writ April 18. 1849. advertised the within described real estate for sale by publication in the Argus a newspaper published and in general circulation in Union County. for at least thirty days previous to the day of sale. In pursuance of said notice I afterwards. to wit: on the 29th day of May 1849 between the legal hours of ten O. Clock A. M. and four O. clock. P. M. offered said real estate for sale by public outcry at the door of the Court house in said County. and sold the same to Robson L. Broom for the sum of one hundred and forty one dollars and thirty three and one third cents he being the highest and best bidder therefor and that being two thirds the appraised value thereof.

Fees = service 35
advertising 25
Poundage 282
Pr fees 1.75 = $5.17

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 Norman Chipman

Town 4 in Lot No. 35. (thirty five)

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 B. Boylan & Co

the sum of One Hundred and Eighty three — dollars and thirty eight cents for ——— their ~~$~~ ——— damages, together with $16,39 for their costs, with interest thereon from the 26th day of June A.D. 1843 until paid, which late in our said Court the said Benjamin Boylan & James Boylan, trading under the name of B Boylan & Co recovered against the said Norman Chipman

as of record is manifest. Also, $ 21,87 ——— increase of costs, and the accruing costs: ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

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

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 18th day of April A.D. 1849

James Kirkade Jr Clerk.

42-SC-13

No.

Union Common Pleas Court.

William W Woodson et al
Plaintiff,

AGAINST

Thomas B Caldwell
Defendant.

Supreme Court
JUN 1843

Judg vs Defendts

Journal 1 Page 69

Record No. 1 Page 289

Ex. Doc. 1 Page 329

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

Union Common Pleas.

Thos. B. Caldwell, for &c.
vs.
R. R. Woods, et al.

Appeal Bond.

Filed Sept. 22, 1842.
John Cassil,
Clerk pro tem.

Recorded

Know all men by these presents that we William W. Woods Samuel Woods. Robsen S Broome are held and firmly bound unto Thomas B. Caldwell for the use of Caldwell & Hamott. in the penal sum of Five hundred dollars for the payment of which well and truly to be made. we jointly and severally bind ourselves our heirs executors & administrators.

Witness our hands and seals this 21st day of Sept. AD 1842

The condition of the above obligation is such that whereas the said W. Woods and Samuel Woods have taken an appeal from a certain judgment rendered against them in favor of the said Thomas B Caldwell for the use of Caldwell & Hamott in the Court of Common Pleas within and for the County of Union and State of Ohio at the August term thereof 1842 for the sum of $236.10 damages and $9.32 costs. to the Supreme Court of said County. Now if the said W. Woods and Samuel Woods shall pay the full amount of the condemnation in said Supreme Court and Costs. in case a judgment shall be entered thereon in favor of the appellee then this shall be void otherwise in full force

W. W. Woods (seal)
Samuel Woods (seal)
Robert S Broome (seal)

Approved by me.
John Cabil, Clerk pro tem.

Union Supreme Court.

Thomas B. Caldwell, for, &c.

vs.

W. W. Woods & Saml. Woods.

Transcript.

Filed May 16, 1843.
John Cassell,
Clerk.

Recorded

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said county of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Thomas B. Caldwell, for, &c } August term, 1842.
vs. } Assumpsit - Judgment for Plff. by
William W. Woods and } Default - Damages $236.10
Samuel Woods. } + Costs.

Notice of appeal by Defts."

Witness my hand, and the seal of said Court, this 21st day of September, A.D. 1842.

John Cassil, Clerk.

Union Com. Plead

Thos B. Caldwell
for use
v
Summons
Wm W Woods &
Samuel Woods

Served by certified
Copies April 25. 1842
W W Steele Shff

Serv 55
Mile 35
Copies .30
1.20

Filed Apl 25. 1842
Jas G. Gill Clerk

Recorded

Suit - Debt on a promissory note given by defts to plff for $500.00 dated March 5. 1841 payable one year after date with credit of $670.40 also for goods sold & delivered

W W Allison atty for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Wm W Woods and Samuel Woods to appear on the first day of 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 Thomas B. Caldwell for the use of Peter Caldwell & James E. Hamilt

in a plea of assumpsit Damages Four hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 23 day of Apl A.D. 1842

James H. Gill CLERK.

Thomas Caldwell, for the use of
John Caldwell & James C Harriott
vs
William W Woods &
Samuel Woods

In Assumpsit

Praecipe.

Filed Apl 23. 1842
Sam'l H Gill Clerk

C W Allison Pltff's atty

Thomas B Caldwell for the use of John Caldwell & James C Harriott vs William W Woods & Samuel Woods

In Assumpsit Damages $400 dollars

Issue a summons returnable at the next term of the Court of Common Pleas. Endorse suit

Brought on promissory note given by defendants to Plaintiff for $900.00 dated March 8th 1841 upon which note there is a credit of $670.40 Also for goods sold and delivered &c

To the Clerk of the Court of Common Pleas

April 23rd 1842

C W Allison Plaintiff's Atty

William W. Woods and
Samuel Woods
ads.
Thomas B. Caldwell, for, &c.

Oyer craved.

Filed July 18th 1842
James H. Gill Clerk
cur bill made
" "

Supreme Court
JUN 1843

Recorded
Wilson, for Defts.

William W. Woods and
Samuel Woods
ads.
Thomas B. Caldwell, for the
use of James E. Harriott and
John Caldwell.

And the said William W. Woods and Samuel Woods come and defend, &c. and crave oyer of the said supposed promissory note in the declaration mentioned, and pray that the same may be read to them, &c., together with all the credits, indorsements, assignments, &c. on said supposed promissory note.

By J. E. Wilson, Atty. for Defts.

March 8th 1842 in consideration of the premises, the said defendants promised to pay the said several sums of money to the plaintiff on request; yet they have disregarded their promises, and have not paid the said several sums of money, nor either of them, nor any part thereof, to the damage of the said plaintiff four hundred dollars, and therefore he brings suit &c

By C R Allison his atty

Thomas B Caldwell for the use of James C Harriott & John Caldwell.
vs
William W Woods & Samuel Woods

Declaration in Assumpsit

Filed May 27th 1842
James H Lucas Clk

Recorded

By C R Allison his attorney

$6.71:40

Received the within Six hundred and seventy dollars and forty cents

N. W. Woods

$900.00

Twelve months after date I or either of us promise to pay Thomas W. Caldwell or order Nine hundred dollars value received

Marysville March 8 1844

W. W. Woods

Attest

Thos. W. Shinn

Samuel Wood security

State of Ohio, Union County ss

Thomas B Caldwell, for the use of James C Harriott & John Caldwell.
vs
William W Woods & Samuel Woods

Assumpsit
Court of Common Pleas. as of April Term A D 1842

Thomas B Caldwell, (for the use of James C Harriott & John Caldwell) complains of William W Woods and Samuel Woods, in a plea of assumpsit, for that whereas the said William W Woods & Samuel Woods, on the eighth day of March one thousand eight hundred and forty one, at Marysville, Union County Ohio, made their joint ~~and~~ several promissory note, in writing, and delivered the same to the said Thomas B Caldwell, and thereby promised to pay to the said Thomas B Caldwell, or order, Nine hundred dollars ($900.00) in twelve months after the date thereof, which period has now elapsed, and the said William W Woods & Samuel Woods then and there, in consideration of the premises, promised to pay the amount of the said note to the said Thomas B Caldwell according to the tenor and effect thereof.

And also for that whereas the said William W Woods & Samuel Woods, on the 8th day of March 1842, at Marysville Union County Ohio was indebted to the said William W Woods in the sum of nine hundred dollars for the price and value of goods, ~~bargained~~ then and there bargained and sold by the plaintiff to the defendants at their request.

And in $900.00 for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request.

And in $900.00 for the price and value of work then and there done, and materials for the same provided by the plaintiff for the defendants at their request.

And in $900.00 for money then and there lent by the plaintiff to the defendants at their request.

And in $900.00 for money then and there paid by the plaintiff for the use of the defendants at their request.

And in $900.00 for money found to be due from the defendants to to the plaintiff, on an account then and there stated between them.

And whereas the defendants afterwards, on the 8th day of

Ex. Docket No. 2 page 68

Caldwell &c

vs

P. W. & S. Woods

Damages —	$259.74
Costs	18.36
Increase —	6.76
Writ — —	.41

Rec'd this writ March 5. 1844. Offered the property for sale at the Doors of the Court House on the 8th day of April 1844 having previously advertised the same according to law. No sale for want of bidders

W. W. Steele Sheff

Serv	35
Ad:	25
Mil	.05
	.65
Sheff	3.00
	3.65

Filed April 9. 1844

John Ingrid Clerk

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 W. W. Woods, to wit; 260 acres part of Military survey No. 4083 bounded and described as follows; bejining at a stake and a Honey locust at the north west corner of said tract, thence N. 80 E. 260 poles to 4 sugartrees, thence S. 10 E. 148 poles and 20 links to the corner of Dan. Johns Heirs land, thence S. 80 W. 260 poles to the west boundary line of said survey thence with said line N. 10 W. 148 poles to the bejining, (except 160 acres of the west end) 100 hundred deeded Henry Amrine and sixty acres to Andrew Amrine)

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 Thomas B. Caldwell for the use of Caldwell & Harriott the sum of two Hundred and fifty nine dollars — — dollars and seventy four cents, for his — — — damages, together with $ 18,36 — — 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 Plaintiff recovered against the said W. W. Woods ~~& Samuel Woods~~

as of record is manifest. Also, $ 6,76 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 Plaintiff

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 5th day of March A. D. 1844

John Cassil CLERK.

Execution Docket No. 2 p. 100

J. B. Caldwell for &c

vs

W. W. Woods & Saml. Woods

Damages	$	259,74
Costs		18,36
Interest		18,88
Writ		40

Stayed by Injunction January 8th 1845

fees — $0,65

printers fees 1,50

$2,15

Ogan Sk Robinson Sheriff

Filed Jan 10th 1845

John Cogdill

Clk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those as we have often heretofore commanded you lands and tenements of William W. Woody, to wit; 260 acres more or less Military Warrant No 4088 beginning at 2 ashes, and a honey locust, at the North West corner of said tract & Lewis Tax thence N. 80 E. 260 poles to 4 sugar trees thence S. 10 E. 148 poles & 20 links to the corner of Boon Jones heirs land thence S. 80. W. 260 poles to the West Boundary line of said survey, thence with said line N. 10 W. 148 poles to the beginning (except 100 acres of the west end) 100 deeded to Henry Armine & 60 to Andrew Armine

which according to our commands you have taken into your hands, and which remains unsold as ~~you have~~ appears by the decision of certified to the Judges of our Court of Common Pleas of our said County, to satisfy Thomas B Caldwell, for the use of Caldwell & Harriott the sum of two hundred & fifty nine Dollars ~~Sixty~~ and seventy four cents, for his damages, together with $ 18, 36/100 for his costs, with interest thereon from the 20th day of June A. D. 1843 until paid, which late in our said Court the said Plaintiff recovered against the said William W. Woods & Samuel Woods as of record is manifest. Also, $ 18,88 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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 20th day of December A. D. 1844.

John Cassil CLERK.

Co. Docket No. 2 Page 131

Thomas B. Coleman for use

vs

W. W. Woods & Saml. Woods

Damages	$259.74
Costs	18.36
Interest	21.44
Writ	.41
Service --	$0.35
Mileage --	.5
Advertising --	25
Poundage	$5-92
Printers fee	$6,57
	3,00

Filed Oct 27 1845

John Cassir Clk

advertised

Received this writ Sept 18th A D 1845 —
Advertised the within described real Estate Sept 20th in the Eaglet a paper published in union County — for sale on the 27th day of Oct 1845 between the Legal Hours at the door of the Court House in said County —
Oct 27th A D 1845 — having previously advertised the within described real Estate for sale as the required I offered the same for sale at the door of the Court House by public out cry and and not sold for want of bidders —

Wm M Robinson Sheriff

Oct 27th A D 1845 Received Two Hundred and Ninty Six Dollars on the within writ —

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you as we have often heretofore commanded you to expose to sale those Lands & tenements of William W. Woods, to wit: (260) two hundred & sixty acres, More or less Military Warrant No. 4083, Beginning at 2 Ashes and a Honey Locust, at the North West Corner of said tract thence N. 80 E. 260 poles to 4 sugartrees thence S. 10 E 148 poles & 20 links to the corner of Boen John's Heirs' Land thence S. 80 W. 260 poles to the West Boundary line of said Survey, thence with said line N. 10 W 148 poles to the Beginning (except 160 acres of the West end) 100 Deeded to Henry Amine & 60 to Andrew Amine

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 Thomas B. Caldwell for the use of John Caldwell & James E Harriott the sum of two Hundred & fifty nine dollars and seventy four cents, for his damages, together with $ 18,36 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 J. B. Caldwell recovered against the said William W Woods & Samuel Woods as of record is manifest. Also, $ 21,44 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 18 day of Sept. A. D. 1845.

John Cassil CLERK.

Precipe for Ex

Caldwell
vs
Wood

Everet
vs
Thomas

Thomas B Coldwell for use &c
vs
Wm W Woods et al

In Union Com Pleas

Clerk will issue a venditioni in above case

Nov 4th/44
To John Corse. Clerk

C W Allison Atty for Pltff

Filed March 5th 1898
John Cassil
Clerk

683
380
412
1392

Thomas B Caldwell for
Use &c
vs
Wm W Woods

In Minor Com Pleas

Clerk will issue
a vendi in the
above case
directed to Sheriff
of Union County

C W B Allison atty
for Plaintiff

L. John Cassil Clerk
March 5th 1854

Recd this writ May 9. 1844. I Offered the property for Sale at the Door of the Court House in the Town of Mansfield on the 25th day of June 1844: Having Previously appraised the same by the Oaths of Simon Coder Samuel Judy & Ambrose Meeker at Sixe Dollars per Acre and also previously Advertised the same as directed by the Statute in such cases — And the said land being so exposed as aforesaid for Sale was sold and struck off to James C. Dines for the sum of Four hundred dollars & twenty five cents ($400.25) he being the highest and best bidder and that being the 2/3 of the appraised value thereof —

M. W Steele Sheriff

Union Com Plas (2 65

J. Blackwell for use

vs

F. W. Woods &

Samuel Woods

Damages $257.74
Costs 18.36
Interest 10.52
This writ .41

N.

Serv .35
Writ .05
Advert .25
Poundage 8.00
$8.65
Printer 3.00
$11.65

Filed Aug 3rd 1844
John Mowil Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you as we have heretofore commanded you to expose to sale those lands and tenements of William W Woods, to wit: 260 acres more or lep. Military Warrant No 4083, begining at 2 ashes, and a honey locust, at the North west corner of said tract, thence N 80 E 260 poles to 4 sugar trees thence, S 10 E. 148 poles & 20 links to the corner of Boan Johns heirs land thence S 80 W 260 poles to the west boundary line of said Survey, thence with said line N 10 W. 148 poles to the begin:ing, (Except 100 acres of the west end) 100 deeded to Henry Amoine & 60 acres to Andrew Amoine, And before sale, to cause the same to be appraised, which our Court has Ordered, And

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 Thomas B Caldwell for the use of Caldwell & Harriott the sum of two hundred and fifty nine dollars and Seventy four cents, for his damages, together with $ 18, 36/100 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 Plaintiff recovered against the said William W Woods & Samuel Woods

as of record is manifest. Also, $ 10 82/100 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 Plaintiff.

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 9th day of May A. D. 1844.

John Cassil CLERK.

C. $ 275.32

No Personal Property found whereon to Levy ~~Levy the~~
Levied. Sept 14th 1843. on 200 acres more or less ~~Survey the~~
Military Warrant No 4083. beginning at 2 ashes and a honey
locust at the north west corner of said tract, thence N 80 E
260 poles to 4 sugar trees, thence S 10 E 148 poles and 20 links to
the corner of Boen Johns heirs land thence S 80 W. 260 poles to
the west boundary line of said Survey thence with said
line N 10 W. 148 poles to the beginning. (except 100 acres of
the West end,) 100 deeded to Henry Amine & 60 acres to
Andrew Amine, Appraised by the Oaths of Manns
Wason, Alexander Pollock & Jeremiah Curl at Nine
dollars pr acre, Advertised the same agreeable to
law to be sold Oct 16. 1843. Not sold for want
of bidders Oct 16. 1843.

W. W. Steele Sheriff

Ex. Docket No. 2. Page 68

Calhoun &c
vs
W. W. & S. Woods

Damages	259.74
Costs	18.56
Writ	.41

Recd this writ July 1843

Levy	.35
Mile	.15
Inquest	1.00
Advertg	.25
Appr Rate	.10
Sheriff Fees	1.85
Costs	3.00
Total	4.85
Appr fee	1.50
	6.35

Filed Oct 17. 1843
John Carroll Clk

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:
Whereas, at a supreme Court of said County, begun & held at the Court House in Marysville on the 26th day of June A.D. 1843 Thomas B. Caldwell for the use of Caldwell & Harriott recovered against William W. Woods & Samuel Woods as well the sum of two hundred and fifty nine dollars & seventy four cents for his damages, as the sum of eighteen dollars and 36 cents 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 the lands and tenements of the said William W. Woods, and Samuel Woods, (the property of the said Wm. W. Woods to be first exhausted) (the said judgment having been remanded for execution) you cause to be made the damages and costs aforesaid with interest from 26th day of June A.D. 1843 until paid, also the accruing costs. And that you have those moneys before our said Court, at the Court House aforesaid, on the first day of our next term, to render unto the said Caldwell &c. Hereof fail not, at your peril, and have then there this writ.

Witness John Capsil, Clerk of said Court, at the Court House aforesaid, this 14th day of July A.D. 1843
John Capsil Clerk

No. 42-SC-13

Union Common Pleas Court

Thomas B. Caldwell
Plaintiff,

against

W. W. Woods
Defendant.

JUN TERM 1843

Judg. Dr. Deft.
$259.74

SC

Journal 1 Page 69

Record No. 1 Page 289

Ex. Doc. 1 Page 329

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

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. Thomas B Caldwell, for, &c to have Execution of a certain Judgment, rendered in his favour against William W Woods et. al. by our Supreme Court within and for the said County of Union on the 26th Day of June AD 1843 for the sum of 259 74/100 Dollars damages and 18,14 Dollars Costs

Witness John Cassil, Clerk of Said Supreme Court this 4th Day of July AD 1843

John Cassil Clerk

No. 412-50-14

Union Common Pleas Court.

Wm W Steele
Plaintiff,

AGAINST

John Organ
Defendant.

August 1844

Judg vs Deft

Replevin

Supreme Court

Journal 1 Page 81

Record No. 1 Page 350

Ex. Doc. 1 Page 363

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

December 1st 1841
the within tools delivered to the said orgen
and appraised to to fifty four dollars and
twenty five cents By C Lee
B L Rogers
Thomas Turner

Band taken for delivery

Recorded

Union Court Pleas
John Organ
vs
Univ. of Penn
Filed Dec. 1 1841
Mar. Term 1842

Jervis 75c
Thompson 1.50
Taking Band 50

The State of Ohio Union County ss

To the sheriff of said County Greeting

We command you that without delay you cause to be replevied unto John Organ the goods and chattels to wit, one set of Blacksmiths tools consisting of a pair of Bellows, anvil, vise hammers &c which W. W. Steele wrongfully detains from the said Organ as is said and that you summon the said W. W. Steele to appear before our Court of Common Pleas to be holden in and for said County of Union at their next Term to answer unto the said John Organ for the unlawful detention of the goods and chattels aforesaid, damages Five hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court house in Marysville this 1st day of Dec. A.D. 1840

James H Gill Clk

John Organ
vs Praecipe
Jno W Steele

Filed Dec. 1. 1840
Jas H Lin Cltk

Cost bill man

Recorded in
Supreme Court Records
Vol No 1. Pag 350. 1. 2. 3. 4.
John Cassil Clerk

John Organ
vs } In Replevin Damages Five hundred
Wm H Steele } dollars

Issue a writ of Replevin for the following goods & Chattels to wit, one set of Black Smith tools, consisting of a pair of Bellows and anvil a vise hammers & c &c

To the Clerk of the Court of Common Pleas Union County Ohio,
December 1st 1840

Prosecute atty for Pltff

The above named John Organ makes oath says that he has good right to the possession of the goods & chattels described in the above Praecipe and that the are wrongfully detained from him by the said W H Steele and that the said goods & Chattels were not taken in Execution on any judgement against him the said John Organ. Nor for the payment of any tax fine or amercement assessed against him nor by virtue of any writ of Replevin nor any other Mesne or final process issued against him the said John Organ

Sworn to & subscribed before me
this 1st day of Dec AD 1840
Jas. H. Lee Clerk

John Organ

Mr Gill please criticise the above affidavit & see if it fills the requirements of the statute as I have none by me, Yours

Prosecute

Union Supreme Court

John Organ

vs

W. W. Steele

Set for Writ.

Serv — 25
Mile — .20
.45

Filed June 19. 1844

John Cassil Clerk

Served by reading to a Maiden
June 15. 1844 to S. Peacock
Wm W Steele Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thomas Peacock and Ambrose Rineker

to be and appear before our Supreme Court [redacted] of said County, at the Court house in the town of Marysville, on the first day of next Term, 10 o'clock, A. M. to testify and the truth to speak on behalf of the Plaintiff in a certain matter in controversy in our said Court depending: wherein John Organ is plaintiff, and William W Steele is defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 15th day of June A. D. 1844,

John Cassil

Clerk.

Union Supreme Court

Organ
vs
Steele

Sub for Organ
Witness

Filed June 28th 1848
John Capel Clk

Served the within by
reading to American
Marshal —
Thos Pracach not
found — Travel 12 m
Mileage 5
June 26th 48 17 —
A C Jennings Dep
Sheriff

The State of Ohio, Union County, ss:

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

We command you to summon Ambrose Meeker and Thos Peacock

to be and appear before our supreme Court ~~of Common Pleas of~~ said County, at the Court House, in the town of Marysville, on the first day of next Term, at 9 oclock A.M. to testify and the truth to speak on behalf of John Organ

in a certain matter in controversy in our said Court depending: wherein John Organ is — — — — plaintiff, and W. Steele 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~~ John Cassil, Clerk of said Court at the Court house aforesaid, this 15th day of June A. D. 1843.

John Cassil CLERK. P. T.

Plan of Pl

Slate

ag

Order

Filed Apl 26. 1842

Las H. Linwelle

Mr. Stuart
atty
John Organ } Replevin

Assault defendant by G. Shannon his atty comes & defends the
wrong & injury when &c. and for plea saith that he
ought not action thereof to have or maintain against the plaintiff because he
says that the goods & chattels in complaint
mentioned were & at the time of the taking thereof were the property of
one Thomas Stuart

By G. Shannon his atty.

The plaintiff in his atty -

You may take notice that on
the 4th day of the defendant will give in evidence
on the trial of the plaintiff's action that he was at the time
sheriff of the County of Union that process of execution
was placed in his hands the President Directors & Company
of the Franklin Bank of Columbus against Andrew Allen &
others - that pursuant to the command of said process he levied on the
goods & chattels in the declaration mentioned to have
been his upon and taken in execution at the suit
of the said plaintiffs against the said defendants and
so upon or from levying and the said plaintiffs
within the time & in the manner & form aforesaid
the said defendant to sell said goods & chattels and
in pursuance thereof the said defendant as sheriff
aforesaid took the said goods & chattels and detained
them as lawfully he might and the defendant
is ready to verify &c

G. Shannon
Atty for Defdt

Filed June
15 1849
John Cassil
Clk

John Organ
vs
W W Steele

Supreme Court June
Issue Subpoena for
Ambrose Meeker &
Thomas Peacock
A. Hall
Atty for
Plff

Organ
vs
Steele
Pre for
Pltffs Mot

Filed June 15. 1844
John Cassil Clerk

Issued June 15. 1844
John Cassil Clerk

John Organ
vs
Wm W. Steele

Union Co O.
Supreme Court June Term 1844

— Issue a Subpoena for Thos. Pacock and Ambrose Mecker witnesses for Plff.

June 15. 1844

P. B. Cole Atty for Plff

To the Clerk of said Court.

Filed Aug. 4. 1862
Sam. H. Gill Clerk

John Organ
vs
W W Steele } Replevin, Union Com Pleas

Issue a subpoena for Thomas
Deacook Plaintiffs witness

P B Cole Pltffs atty

State
ads
Oregon

Filed Nov: 3. 1841
Jas H Lovelle

Ist Organ

Wm. W. Shelton } Respondents

The defts. were more to quash the proceedings

1. That no assessment may made equitably to Statute

3. The assessors were not sworn

4. The land does not form the Statute

5. Other defects -

G Smedley
for Appt

Union Common Pleas.

Served by Reading
on Jr Melge
August 30. 1842
Service- 12½
Mileage 5
J. Jr Wells
Coroner

The State of Ohio, Union County, ss.

TO THE [redacted] Coroner OF SAID COUNTY, GREETING:

We command you to summon Ambrose Meeker

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of W. W. Steele in a certain matter in controversy in our said Court depending: wherein John Degan is plaintiff, and W. W. Steele 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, Clerk of said court at the court house aforesaid, this 30th day of August A. D. 1842.

James H. Gill, Clerk.

Union Com. Pleas

John Cogan

v

W. W. Stute } Sub

Served by reading to
Thos Peacock Aug 15 –
1842. W W Stute Sheff

Serv 12½
Mile 5
$.17¼

Filed Aug 18. 1842
Jas. H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thomas Peacock

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the second day of next Term, to testify and the truth to speak on behalf of John Organ

in a certain matter in controversy in our said Court depending: wherein said Organ is plaintiff, and W. Wolcott 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, Clerk of said Court at the Court house aforesaid, this 4th day of August A. D. 1842

James H. Gill CLERK.

Union Common Pleas.

John Organ
~~ats~~ vs.
W. W. Steele

Appeal Bond.

Filed Sept. 26, 1842.

John Cassil,
Clerk protem

Know all Men by these Presents, That we, John Organ and James Turner are held and firmly bound unto William N. Steele 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 26th day of September, A.D. 1842.

The condition of the above obligation is such, that whereas the said John Organ has taken an appeal from a certain judgment rendered against him in favor of the said William N. Steele in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August term thereof, A.D. 1842, for the sum of thirteen dollars and eighty two cents costs, to the Supreme Court within and for the County aforesaid — Now if the said John Organ 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.

John Organ (Seal)

James Turner (Seal)

Approved by me.

John Carrel,

Clerk pro tem.

Organ
vs
Steele

Filed Oct 1st 1844
John Cofoid
Clerk

Sheriff
as
copy } Jas [illegible] - [illegible] -

G. [illegible]
atty for Sheriff

Oct. 1. '64

To the Clerk
C. C. P.
Union Co

Union Supreme Court.

John Organ
vs.
William W. Steele.

Transcript.

Filed May 16, 1843.
J. Cassil,
Clerk.

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said County of Union, do hereby certify that the following entry is ~~entries are~~ truly copied from the Journals of said Court, to wit:

"John Organ vs. William W. Steele. } August term, 1842.
Replevin, &c.

This day came the parties by their Attorneys, and by consent, this cause is submitted to the Court upon the issue joined, and the Court do find that the defendant did not detain the goods and chattels in the declaration mentioned in manner and form as therein set forth, nor any part thereof. It is therefore considered by the Court, that the defendant go hence without day, and recover his costs of the plaintiff, taxed to dollars and cents.

Notice of appeal by plaintiff."

Witness my hand, and the seal of said Court, this 28th day of September, 1842.

John Cassil, Clerk.

No. 42-SC-14

Union Common Pleas Court

William Steele
Plaintiff,

against

John Organ
Defendant.

Judg. Bx. Plaintiff

Journal SC 3 / Page 259 / 81

Record No. 1 / Page 350

Ex. Doc. 1 / Page 363

Execution Docket No. 2 page 132

Wm W. Stutz

vs

John Organ

Damages	$00,01
Costs - -	20.66
Writ	41
	$21,58

Fees

Service —	$0.35
Milege —	30
	$0,65

Filed May 5th 1845
John Capel, Clerk

Received this writ the 1st 1845 —
May 5th 1845 — Levied upon property found within to keep
Wm M. Robinson Sheriff of Union County

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a ~~Court of Common Pleas~~ the supreme Court of said county begun and held at the court house in Marysville on the 24th day of June A. D. 1844 Wm W. Steele

recovered against John Organ

as well the sum of ~~dollars~~ and one cents, for his damages, as the sum of $ 20,66 for his cost 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 (said judgment being now remanded for execution)

John Organ

you cause to be made the damages and costs aforesaid with interest thereon from the 24th day of June A. D. 1844 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 W. W. Steele

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 20th day of Nov A. D. 1844,

Attest John Cassil CLERK.

Union Supreme Court

Wm W Steele

v

John Organ

Filed June 28. 1844
John Cassil 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 William W Steele to have execution of a certain Judgment rendered against John Organ by our Supreme Court within and for said County of Union on the 24th day of June AD 1844, for the sum of one cent damages, and $5.44 costs and $15,22, costs in Common Pleas

Witness John Cassil Clerk of our said Court at the Court House in Marysville this 28th day of June AD 1844

John Cassil Clerk

Common Court Pleas

John Organ

vs } Trespass on Replevin

Jno P Steele

Filed May 6. 1841

Jas W. Gillespie

entered and

Recorded

By Crosslands

State of Ohio } Court of Common Pleas April
Union County } } Term in the year 1841

John Organ Complains of Wm Steele in a plea of Replevin for that whereas the said Wm Steele on the first day of December AD 1839 one thousand eight hundred & forty at the County aforesaid. Was possessed of certain goods and Chattels to of the said John Organ Dowit one set of Black Smith Tools Consisting of a pair of Bellows an Anvil vise hammers &c to be delivered to the said John Organ when the said Wm Steele should be thereto afterwards requested. Yet the said Wm Steele though requested so to do has not delivered the said goods & Chattels nor any part thereof to the said John Organ. & so the said Wm Steele wrongfully detains the same from the said John Organ to his damage Five hundred dollars & thereupon he brings suit

By J V Sloole his atty

No. 42-SC-15

Union Common Pleas Court

David Park
Plaintiff,

against

John Gabriel et al
Defendant.

JUN TERM. 1843

Judg. vs. Defendant
$368. 52/4

SC

Journal	3 / 1	Page	158 / 70
Record No.	1	Page	305
Ex. Doc.	1	Page	325

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

Ex Dock Pap 66 No 2
Union Common Pleas

David Parke

vs

John & Wm Gabriel

Damages	368.52
Costs	18.05
Writ	.41

Recd this writ July 19. 1843
Made Oct 18. 1843.
three hundred & fifty five
dollars
$355.00

W. W. Steele Sheriff

Lev	.35
Mile	.25
Pound	7.10
	7.70

Filed Oct 19. 1843
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS;

TO THE SHERIFF OF SAID COUNTY GREETING;

WHEREAS, at a Supreme Court ~~of Common Please~~ of said County, begun and held at the Court House in Marysville on the 26th day of June A. D., 1843 David Park

recovered against John Gabriel & William Gabriel partners trading under the name of John & William Gabriel

as well the sum of three hundred & sixty eight dollars and fifty two cents, for his damages, as the sum of $ 18,05 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 John & William Gabriel (said judgment having been remanded for execution)

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 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 David Park

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 17th day of July A. D., 1843

Attest; John Cassil CLERK

368.32
18.05
386.57
2
773.14

386.57
41
35
25
395.31
7.90
403.21

25 x 7.32
60
28.40

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 David Parke to have execution of a certain Judgment in his favour against J & Wm Gabriel by our Supreme Court within and for the said County of Union on the 26th day of June A.D. 1843, for the sum of 368. $\frac{52}{100}$ Dollars damages and Dollars Costs

Witness John Cassil Clerk of said Supreme Court this 4th day of July ~~A.D~~ 1843

John Cassil Clerk

No. 42-SC-15

Union Common Pleas Court.

David Parks
Plaintiff,

AGAINST

J. & Wm. Gabriel
Defendant.

Supreme Court
JUN 1843

Judg vs Defendts.

Journal 1 Page 70

Record No. 1 Page 305

Ex. Doc. Page

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

Union Common Pleas.

David Pusa
vs.
I. & Wm. Gabrich.

Appeal Bond.

Filed Sept. 27, 1842.
John Cassil,
Clerk pro tem.

Recorded

Know all men by these Presents, That we, J. & Wm. Gabriel, William C. Lawrence, and R. D. Reed, are held and firmly bound unto David Parke in the penal sum of Seven 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 September, A.D. 1842.

The condition of the above obligation is such, that whereas the said J. & William Gabriel has taken an appeal from a certain judgment rendered against him in favor of the said David Parke, in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August term thereof, A.D. 1842, for the sum of three hundred and thirty six dollars and fifty four cents damages, and nine dollars and two cents costs, to the Supreme Court within and for the County aforesaid — Now if the said J. & William Gabriel 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.

J. & Wm. Gabriel (Seal)
Wm. C. Lawrence (Seal)
R. D. Reed (Seal)

Approved by me,
John Cassil,
Clerk pro tem.

Union Com Pleas

David Parke

v Summons

J. William Gabriel

Served by Certified
Copies Apl 27. 1842
W W Stal Shff

Sum	55
Ord	5
Copies	30
	90

Filed April 27, 1842
Jas. H. Gill Clerk

Recorded

Said Defendant to be called upon to plead to a plea of Assumpsit
Special under the Common Law Said William Gabriel
Claims Damages of Said David Parke by the sum
of Twenty Dollars on the 12th day of January 1841
For Three hundred and Fifty Dollars Loaned money Lent
Advanced Also for goods Sold & delivered money Lent
work Labor and Services Rendered & Expended
A. Torrence Atty for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon John Gabriel & Wm Gabriel Partners under firm of J & Wm Gabriel

to appear

forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto David Parke

in a plea of assumpsit Damages Five hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 27th day of April A.D. 1842

James H. Gill CLERK.

Union Common Pleas

David Parke

vs

J. William Gabriel

Filed April 27 1842

Jas H Gill Clerk

David Parke

vs.

John Gabriel & William Gabriel partners under the name firm and style of J. And. Wm. Gabriel } Assumpsit Damages. 500 $.

The Clerk will issue summons returnable forthwith. endorse" Suit brought to recover the amount of a Joint and Several Note drawn by said J & Wm Gabriel & Harvey Burnham to said David Parke by John Parks on the 12th day of January 1841. for three hundred and fifteen dollars due six months after date. also for goods sold & delivered money loaned. work & labour. money found to be due on settlement &c

A Hale Atty for Pltff

$300

Six months after date we or either of us promise to pay David Parks or bearer three hundred and fifteen dollars — Value received — January 12th 1841

L & Wm Cabrye

Harvey Burnham

$336.54

And in five hundred dollars for money then and there lent by the plaintiff to the defendants, at their request:

And in five hundred dollars for money then and there paid by the plaintiff for the use of the defendants, at their request:

And in five hundred dollars for money then and there received by the defendants for the use of the plaintiff:

And in five hundred dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them:

And whereas, the defendants afterwards, on the first day of January, 1842, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request — yet they have disregarded their promises, and have not paid the said several sums of money nor either of them, nor any part thereof: to the damage of the plaintiff five hundred dollars, and thereupon he brings suit, &c.

A. Hall, Atty. for Plaintiff.

Com. Pleas — Union County — April Term, A.D. 1842.

David Yarde
v.
J. & William Gabriel.

Declaration — Assumpsit.

Filed May 30th 1842
Thos. H. Gill Clerk
per Wm. Wade

Recorded Aug. 21 - 1843

A. Hall, Atty. for Pltff.

Common Pleas — Union County, April Term, A.D. 1842.

David Parke
vs.
John Gabriel and William Gabriel,
partners under the name, firm and style of J. & Wm. Gabriel.

Assumpsit.

David Parke complains of John Gabriel and William Gabriel, partners under the name, firm and style of J. & Wm. Gab=
=riel, in a plea of assumpsit, for that whereas the said John Gabriel and William Gabriel, on the 12th day of January, 1841, at Union County, by their firm name of J. & Wm. Gabriel, made their promissory note in writing, and delivered the same to the said David Parke, and thereby promised to pay to the said David Parke or bearer three hundred and fifteen dollars, in six months after the date thereof, which period has now elapsed; and the said John Gabriel and William Gabriel, partners as aforesaid, then and there, in con=
=sideration of the premises, promised to pay the amount of the said note to the said David Parke, according to the tenor and effect thereof.

And whereas, also, the said John Gabriel and William Gabriel, partners as aforesaid, on the 12th day of January, 1841, at Union County, by their firm name of J. & Wm. Gabriel, and Harvey Burnham, made their joint and several promissory note in writing, and delivered the same to the said David Parke, and thereby jointly and severally promised to pay to the said David Parke, by the name of David Parks, or bearer, three hundred and fifteen dollars, in six months after the date thereof, which period has now elapsed; and the said John Gabriel and William Gabriel, partners as aforesaid, then and there, in con=
=sideration of the premises, promised to pay the amount of the said note to the said David Parke, according to the tenor and effect thereof.

And also for that whereas, the said, ~~John Gabriel and William Gabriel~~ defendants, on the first day of January, 1842, at the county aforesaid, was indebted to the said David Parke in five hundred dollars for the price and value of goods then and there bar=
=gained and sold by the plaintiff to the defendants at their request:

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

And in five hundred dollars for the price and value of work then and there done, and ma=
=terials for the same, provided by the plaintiff for the defendants at their request:

Union Supreme Court.

David Parke
vs.
J. & Wm. Gabriel.

Transcript.

Filed May 16, 1843.
~~May 4, 1843.~~
J. Cassil
Clerk.

Recorded

The State of Ohio, Union County - ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said county of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"David Parke v. J. & Wm. Gabriel } August term, 1842.
Assumpsit. Judgment for plaintiff - Damages $336.54 & costs.
Default
Notice of appeal by defts."

In testimony whereof, I have hereto set my hand, and affixed the seal of said Court, this 27-th day of ~~Aug~~ September, 1842.

John Cassil, Clerk.

No. 42-SC-16

Union Common Pleas Court.

Nelson Rasor
Plaintiff,

AGAINST

Cornelias Mershon
Defendant.

Dismissed at pltfs cost,
Aug 1849

no Record

Supreme court,

C.P.-4-

Journal 1 Page 86 (224, 114)

Record No. Page

Ex. Doc. Page

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

Union Com. Pleas

Cornelius Mushow

vs } Precipe

Nelson Nazar &
Jacob Seaman
Filed Feb. 3. 1840
James H. Gill Clk

Cornelius Merchon
vs
Nelson Kazor
Jacob Seaman

In Replevin damages
100 $

Sme a writ of Replevin for
for the following goods found one Cow one
Large Spinning Wheel & one French post
Bedstead.

To J H Gill C[redacted] C P

[redacted]

per Pltff

The above named Cornelius Merchon makes
oath. that he has good right to the ~~property~~
goods & Chattels
described in the above precepe and that
the same are wrongfully detained from him by Defen
-dants And that the said goods & Chattels were
not taken in execution on any judgment agat
Pltff. nor for the payment of any tax fine
or amencement assessed against Pltff
nor by virtue ~~of any~~ [redacted] writ of replevin or
any other mene or final process whatsoever
issued against said Pltff

Cornelius Merchon

Subscribed & sworn before
me this 2nd day of February
A D 1840 James Lemon J P

Mr. Shon

Do Bond

Seaman L

Kazar

Filed May 11th 1840

Jas. W. Gill. Clerk

Know all men that we Cornelius Meachon
James W Evans & John S Fulton
are jointly & severally bound unto Nelson Rozer
and Jacob Seaman in the penal sum of
one hundred and fifty dollars to the payment
of which well & truly to be made we bind
our selves heirs & executors firmly by these
presents. if default be made in the follow-
-ing condition to wit Whereas this day a writ
of Replevin issued from the Court of Common
Pleas in & for the County of Union in favour
of said Meachon against said Rozer &
Seaman for one Cow one Large Spinning
Wheel. & one French Post Bedstead which
have been delivered to Plff Now if said
Meachon shall appear at the next term of the
Court of Common Pleas aforesaid and pros-
-ecute his said suit to final judgment and
pay the costs & judgment which may be
rendered against him then this bond
shall be void otherwise to remain in full force
and virtue in law

Feby. 3d. 1840.

Attest.

Cornelius Meachon (Seal)
J. W. Evans (Seal)
John S. Fulton (Seal)

Cornelius Merston
vs.

Nelson Nazar &
Jacob Seaman

Declaration

Filed June 3rd 1840
Wm. H. Gill Clk

Hall for Plff

Cornelius Mershon
vs
Nelson Kazar
& Jacob Seaman

In Union Common Pleas
May term AD 1840

Cornelius Mershon Complains of Nelson Kazar & Jacob Seaman in a Plea of Replevin, for that the said Nelson Kazar & Jacob Seaman, on the 3d Feby 1840 at Union County was possessed of certain goods and Chattels of the said Cornelius Mershon To wit one Cow one Large Spinning Wheel & one French Post Bedstead to be delivered to the said Cornelius Mershon when they the said Nelson Kazar & Jacob Seaman should be thereunto afterwards requested: Yet the said Nelson Kazar & Jacob Seaman, though requested so to do, have not delivered the said goods & Chattels nor any part thereof to the said Cornelius Mershon and so the said Nelson Kazar & Jacob Seaman wrongfully detain the same from the said Cornelius Mershon, To his damage one hundred dollars and thereupon he sues &c

A Hall Atty
for Plff

N Kasar et al

vs

C Mershon

Plea

Filed Sept 23. 1840

Jas H. Gillett

Nelson Kazar vs
Jacob Seaman
Cornelius Mershon

Union Com Pleas May

And the said Defendants come and defend
&c and says that the said Cornelius Mershon ought not to
have his aforesaid action against them because they say that
at the time of the wrongful detaining of the goods in the declaration
mentioned is supposed to be the property in the same goods was in
them or the said Kazar by virtue of a levy on and execution
to him directed as constable and not in the said Cornelius
and this they are ready to verify wherefore they pray Judgment
if the said Cornelius ought to have his said action against &c

By W C Lawrence his atty

Union Com. Pleas

Jacob Seaman
vs } Sub
Cornelius Mashow
Serv - 25
Mil 50
75

Filed Oct 6. 1840
Jas. H. Gillett

Served by reading
N Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Jacob Fairfield and Mrs Douglas

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 Jacob Seaman in a certain matter in controversy in our said Court depending: wherein Cornelius Mershon is plaintiff, and N. Mazar & Jacob Seaman 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, Clerk of our said Court, at the Court-House aforesaid, this 28th day of Sept A.D. 1840.

James H. Gill *Clerk.*

Cornelius Methow
vs
John Reed & Andrew Keyes
Adm. of Jacob Scamahorn
see Helion Hayes

Replevin in Union Cont
Ohio Supreme Court

The defendants or
William C Lawrance
their atty will take
notice that depositions will be taken by Plff
to be read on trial of this cause at the
office of the Clerk of the District Court in
Flemmingsburgh Flemming County and
State of Kentuckey on the 18th day of March
AD 1844 between the hours of Eight o'clock
AM & Nine PM before proper authority
Maysville April 16th 1844.

Cornelius Methow

April 16th 1844. I acknowledge service of the
above notice
Wm C. Lawrence
Atty for Defts

Cornelius Mershon

Z Cattin & Ackels

vs

Nelson Mazar &

Jacob Seaman

Served by Copy March 28

1842 Mr D Steele Sheff

Serv — 35

Mile — 35

Copies — 30

1.00

Filed March 28. 1842

Jas. A. Geer Clk

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas an action of Replevin was commenced in the Court of Common Pleas of Union County Ohio by Cornelius Mershon Plaintiff ~~and~~ against Nelson Hayes and Jacob Seaman; and whereas the said Jacob Seaman died during the pendency of said suit. You are therefore commanded that you make known to Silas Reed Sr and Andrew Hayes Administrators of the Estate of said Jacob Seaman, that they appear on the first day of the next term of said Court before the Judges thereof to show cause why they should not be made party defendants — Hereof fail not and have you then there this writ

Witness James H Gill Clerk of said Court this 24th day of March 1862

James H. Gill Clerk

Union Common Pleas

Cornelius Mershon

vs

Nelson Kager and
Jacob Seamons Admrs

Appeal Bond

Filed Apl 29th 1842
John Capel
Clerk

Know all men by these Presents that we Cornelius Mershon Nathaniel S Mershon and are held and firmly bound to Nelson Kazer and the Administrators of Jacob Seaman in the Penal sum of Eighty 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 twenty ninth day of Sept A.D. 1842

The condition of the above obligation is such that whereas the said Cornelius Mershon has taken an appeal from a certain judgment rendered against him in favour of the said Nelson Kazer and Administrators aforesaid in the Court of Common Pleas within and for the County of Union in the State of Ohio at the August term thereof A.D. 1842 for the sum of ten dollars damages and seventeen dollars and six cents costs to the Supreme Court within and for the County aforesaid Now if the said Cornelius Mershon shall well and truly pay the full amount of the condemnation in said Supreme Court and costs in case a judgment shall be entered therein in favour of the appellee then this obligation shall be void otherwise in full force and virtue in law

Cornelius Mershon (Seal)

Nathaniel S Mershon (Seal)

Cornelius Merchon
vs.
Nelson Kazer &
Admts. of Jacob Seaman, decd.

August term, 1842.
Replevin.

This day came the parties by their Attorneys, and submit this cause to the court upon the issue joined between the parties in this case, and the court being fully advised in the premises, do find that the right of property, and the right of possession in and to the said goods and chattels, at the commencement of this suit, were in the said defendants; and they assess the damages of the said defendants at ten dollars. Therefore it is considered that the said defendants recover of the said plaintiff the said sum of ten dollars, their damages aforesaid, and also their costs in this behalf expended, taxed at $

Notice of appeal by Plff."

Witness my hand, and the seal of said Court, this 29th day of September, 1842.

John Cassil, Clerk.

Union Supreme Court.
Cornelius Merchon
vs.
Nelson Kazer et al.
Transcript.

Filed May 16, 1843.
J. Cassil,
Clerk.

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said county of Union, do hereby certify that the following entries are truly copied from the Journals of said Court, to wit:

Cornelius Mershon vs. Nelson Kazer & Jacob Seaman. } July term, 1840. Replevin. Cont'd.

Cornelius Mershon vs. Nelson Kazer & Jacob Seaman. } October term, 1840. Replevin. Cont'd.

Cornelius Mershon vs. Nelson Kazer. } April term, 1841. Replevin. Cont'd.

Cornelius Mershon vs. Nelson Kazer and Jacob Seaman. } November term, 1841. Replevin.

In this cause, the death of the deft. Seaman is suggested, and it is ordered that a citation issue to John Reed 3d, and Andrew Keyes, Admts. of said deceased deft. to show cause why they should not be made party defts, and this cause is continued.

Cornelius Mershon vs. Nelson Kazer & Jacob Seaman. } April term, 1842. Replevin.

The administrators of Jacob Seaman (who is deceased since the commencement of this suit) by their atty entered their appearance this day as defendants, and this cause is continued.

(See over.)

Union Sup Court

C. Mershon

—

Razar & Seaman

Service — — $012
Milage — — 30
42

Wm M Robinson
Sheriff

Filed June 23d 1846
John Carrie Clk

Served by reading to Elias Inglish June 22d A.D. 1846 — he demanded his fees which was not paid

Wm M Robinson Sheriff

State of Ohio Union County ss.

To the Sheriff of Said County Greeting

We Command you to Summon Elias Topliff to be and appear before the Hon. Judges of our Su=preme Court at the Court House in the Town of Marysville, on the 23d day of June AD 1846. 8 O'clock A.M. To Testify and the Truth to Speak in a certain Matter pending, in Said Court Where=in Cornelius Mershon is Plaintiff and Nelson Razor & Jacob Scarna are Defendants, and this he Shall in no wise Omit — And have you then there this Writ —

Witness John Cassil Clerk of Said Court at the Court House aforesaid this 22d day of June AD 1846.

John Cassil Clerk.

Union Supreme Court

Merchon

vs

Kazer & Leaman

Replication

Filed July 20th 1844

John Cassil Clerk

of Supreme Court

Cornelius Mershon } In Supreme Court
vs } Union County.
Nelson Hazer & }
Jacob Seaman }

And the said plaintiff as to the said plea of the said defendants by them pleaded, saith that so much of said plea as states "that" at the time of the wrongful detaining of the goods in the declaration mentioned is supposed to be. the property in the same goods was in them,, (the said defendants) "and not in the said Cornelius,, is untrue, and of this he puts himself upon the Country.

By A. Hall & D. W. Allison
his Attys

In Union Supreme Court

C. Messlow

vs

N. Kazer et al

Filed June 18. 1846

John Carroll Clk

Cornelius Mershon
vs
Nelson Hazer &
Jacob Seaman
(for repleader)

In Supreme Court
Of Union County.

And the said plaintiff as to the said avowry and cognizance of the said defendants, by them above made, saith, that by reason of any thing therein alleged, the said Jacob Seaman in his own right ought not to avow, and the said Nelson Hazer as constable, ought not to have the property in the said goods, by virtue of any execution, because he saith, that said execution was not issued against the goods and chattels of this defendant, - That the judgment under which said execution was issued and said levy made, was not against the plaintiff in this suit, That the said goods and chattels were not the property of the person against whom the execution issued at the time of the said levy, but were the property of the said Cornelius Mershon, and so being, were wrongfully detained by the said defendants at the commencement of this suit. And this the said plaintiff is ready to verify, wherefore he prays judgment, and his damages, by reason of the wrongful detaining thereof, to be adjudged to him. &c

By C W Allison his Atty

Union Com. Plead

Cornelius Mershon.

vs } Writ of Replevin

Nelson Hazard &
Jacob Seaman

Serv	37
Mil	50
Inquest	100
Adv	150
Bond	50
	4,05

Filed May 11th 1840

Ja. H. Gill Clerk

Ast bill made

Found the within replevied the within Defendant Property and Summing the same and taking Bond of Plff

C. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that without delay you cause to be replevied unto Cornelius Mershon the goods and chattels following to wit one cow one large Spinning Wheel and one French post Bedstead which Nelson Hazen & Jacob Seaman wrongfully detain from the Cornelius Mershon as is said; And also that you summon the said Nelson Hazen and Jacob Seaman to appear at the next Term of our Court of Common Pleas to be held within and for said County of Union, to answer unto the said Cornelius Mershon for the unlawful detention of the goods and chattels aforesaid Damages one hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 3d day of Feb. 1840

James H. Gill Clerk

42-SC-17

No.

Union Common Pleas Court.

Lewis Meyers, Plaintiff,

AGAINST

William Emberson et al, Defendant.

Supreme Court
JUN 1843

Judgment vs Defendants

Journal 1 Page 68

Record No. 1 Page 286

Ex. Doc. Page

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

Union Common Pleas

Lewis Myers
vs
Wm Emberson
&
Thos Emberson

Appeal Bond

Filed Sept 29th 1842
John Cassil Clerk
Protem

Cost bill made

Recorded

Know all men by these presents that we Wm Emberson Josiah Westlake and Samuel Westlake are held and firmly bound unto Lewis Myers in the penal sum of three 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 6th day of Sept A. D. 1842

The condition of the above obligation is such that whereas the said William Emberson impleaded with Thomas Emberson has taken an appeal from a certain judgment rendered against them in favour of the said Lewis Myers in the Court of Common Pleas within and for the County of Union and State of Ohio at the August term thereof A. D. 1842 for the sum of $120,00 Debt and $34,31 cent damages and $9,37 ct costs to the Supreme Court within and for the County aforesaid Now if the said Wm Emberson impleaded with Thos Emberson shall pay the full amount of the condemnation in said Supreme Court and costs in case a judgment shall be entered therein in favour of the appellee then this obligation shall be void: otherwise to remain in full force and virtue in law

William Emberson (Seal)
Josiah Westlake (Seal)
Samuel Westlake (Seal)

Union Com. Pleas

Lewis Myers

vs } Debt

William Embersonx

Thomas Embersonx

Served by Certified
Copy on Wm Emberson
Apl 27. 1842 Thos
Emberson not found
Wm Stale
Sheriff

Filed Apl 26. 1842
Jos H Gillelen Clk

Ser 55
Mile 40
Copy 15
1.10

Good for Costs
Lewis Myers

Defendant in this bill under seal acknowledges to owe to the Plaintiff in the sum of Sixteen dollars and ninety cents debt and twenty five dollars damages and interest on the 12th day of November 1836. also for goods sold & delivered and money had & received

Attorney Gen
Lewis Myers

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William Embuson & Thomas Embuson

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Lewis Myers

in a plea of Debt $200.00 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 26th day of April A.D. 184[illegible]

James H. Gill CLERK.

Lewis Myers
vs.
William Etubison &
Thomas Etubison

Filed April 26. 1841
Sat H Gill Clk

Lewis Myers
vs.
William Emberson &
Thomas Emberson,

Union Common pleas:

In Debt — Debt. $200,00
Damages $150,00.

Issue a Summons returnable forthwith.
Indorse, "Suit brought on single bill, under seal, given by Def.ts to pltff for Two Hundred Dollars, dated on the 12th day of November 1836,
Also for goods sold & delivered, money lent & received, &c."

Otway Curry
Atty for pltff.

To James H Gill Esq
Cl'k. Court Com pleas.

Union Supreme Court.

Lewis Myers
vs.
Wm. Emberson, &c.

Transcript

Filed May 16, 1843.
J. Cassil, Clerk.

Recorded

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said County of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Lewis Myers vs. Wm. Emberson, impleaded with Thomas Emberson.

August term, 1842.

Debt - Judgment for Plff. by default: Debt $120.00
Damages, 34.31
& Costs.

Notice of appeal by defts."

Witness my hand, and the seal of said Court, this 6th day of September, 1842.

John Cassil, Clerk.

Union Common Pleas.

Lewis Myers
vs.
William Emberson, and
Thomas Emberson.

Nar. in Debt.

Filed June 7th 1842
Jas. H. Gill Clerk
cost bill made

Recorded

Union County Common Pleas - April Term, A. D. 1842.

Lewis Myers
vs.
William Emberson and
Thomas Emberson.

Lewis Myers complains of William Emberson and Thomas Emberson, the Sheriff of said County having returned not found as to Thomas Emberson, against whom process in this cause was also issued, in a plea of debt, for that whereas the said William Emberson and Thomas Emberson, on the 12th day of November, A. D. 1836, at Union County, made their certain writing obligatory of that date, sealed with their seals (and now to the Court here shown) and then and there delivered the same to the said Lewis Myers, and thereby bound themselves to pay to the said Lewis Myers or order, two hundred dollars, in one year from the date thereof: which period has now elapsed.

And whereas also, the said ~~Lewis Myers~~ William Emberson and Thomas Emberson, on the first day of December, A. D. 1836, at Union County, was indebted to the said Lewis Myers in two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request:

And in two hundred dollars for money then and there received by the defendants for the use of the plaintiff: Yet the said Lewis Myers hath not paid the said several sums of money, or either of them, nor any part thereof - to the damage of the said Myers one hundred and fifty dollars, and thereupon he brings suit, &c.

By Otway Curry,
his Attorney.

Union Com Pleas

Lewis Myers

v } precipe for Shelby Co

Wm Emberson &

Thos Emberson

Filed Apl 27. 1842

James H Gill CR

Lewis Myers
vs.
William Emberson &
Thomas Emberson.

Union Common Pleas:
In Debt — Debt $

Issue a ~~summons~~ Sestatum Summons, directed to the Sheriff of Shelby County returnable at next term, Endorse "Suit brot on single bill under seal given by defendants to Pltff for $200,00 dated on the 12th day of November 1836. — Also for goods sold & delivered, money had & received. &c"

Otway Curry
Atty for Pltff.

To James H. Gill Esq.
Clk. Court Com. Pleas.

No. 42-SC-17

Union Common Pleas Court

Lewis Myers Plaintiff,

against

Wm Emerson et al Defendant.

JUN TERM 1843

Judg. Vs. Defendant
$154.31

Journal SC 1 Page 68

Record No. 1 Page 286

Ex. Doc. 1 Page 328

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

Union Com Pleas No 91

Lewis Myers
vs
Wm & Thos Emberson

Judgt in Supreme Court

Debt	$120,00
Damages	40.08
Fifty percent	80
Costs	18 44½
Writ	41

Recd Decr 6. 1843 $50..00

Levied March 28. 1844 upon 1 Horse Wagon, offered the same for Sale April 9. 1844, having advertised the same according to law, previously But no Sale for want of Bidders. W. W. Steele Sheff

Levy	.35
Mile	.20
adv	.25
	.80
Prfer	1.00
	4.19 186

Filed April 9. 1844
John Cupil 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 26th day of June A. D., 1843 Lewis Myers

recovered against William Emberson impleaded with Thomas Emberson

as well the sum of $120,00 Debt $40.08. Damages $8.00 five per cent penalty ~~dollars~~ ~~and~~ ~~cents~~, for his damages, as the sum of $ 18, 14½ 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 William Emberson & Thomas Emberson

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 $ 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 Lewis Myers

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

WITNESS JOHN CASSIL, Clerk of ~~said~~ the Court of Common Pleas, at the Court-House aforesaid, this 26th day of October A. D., 1843.

Attest: John Cassil CLERK.

The State of Ohio Union County ff

To the Court of Common Pleas within and for the said County of Union Greeting

We command you, that you cause Lewis Myers to have execution of a certain Judgment, rendered in his favour against Wm & Thos. Emberson by our Supreme Court within and for the said County of Union on the 26th Day of June A.D. 1843. for the Sum of 168 $\frac{68}{100}$ Dollars damages and Dollars Costs

Witness John Cassil Clerk of Said Supreme Court this 4th day of July A D 1843

John Cassil Clerk

No. 42 SC-18

Union Common Pleas Court.

Nathaniel Ridder
Plaintiff,

AGAINST

Strong & Morse,
Defendant.

Supreme Court
JUN 1843

Judg vs Defendant.

Journal 1 Page 67

Record No. 1 Page 284

Ex. Doc. 1 Page 287

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

Nathaniel Kidder
vs
Silas G. Strong
& C. Morse

On Mandate from supreme court 1843
The Clerk will issue an execution in this case

Nathaniel Shedd

To John Capen Clerk
July 22nd 1843

Nathaniel Kidder
vs
C. P. Moses & A. J. Gray

judgment supreme Court 1847
on mandate to com. Pleas
Clerk will issue a verdict
in this case

March 28th 1844

Nathaniel Kidder

Union Com Pleas

N. Hidden

vs

S. G. Strong &

C. D. Morse

Filed June 8th 1844

John Cassil Clerk

Issued June 4 1844

John Cassil Clerk

Nathaniel Ridder
vs
Silas G. Strong &
Charles P. Morse

Union Com. Pleas
on Mandate from Supreme Court

The Clerk will issue a vendi in the above case to the Sheriff of Union Co.

To John Cassil Clerk

Nathaniel Ridder

Union Common Pleas

Ridder

vs

Strong & Morse

Appeal Bond

Filed Sept 30th 1842
John Cassil Clerk
Pro tem

Costbill made
" " "

Recorded

Know all men by these present that we Silas G. Strong Charles P. Morse and Robert L Brown are held and firmly bound unto Nathaniel Ridder in the penal sum of two hundred and fifty dollars the payment of which well and truly to be made we jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 6th day of September A. D. 1842

The condition of the above obligation is such that whereas the said Silas G. Strong and Charles P. Morse have taken an appeal from a certain judgment rendered against them in favour of said Nathaniel Ridder in the Court of Common Pleas within and for the County of Union in the State of Ohio at the August term thereof A. D. 1842 for the sum of ~~$103~~ one hundred and six dollars and thirty three cents damages and eight dollars and seventy cents costs to the Supreme Court ~~in~~ and for said County of Union Now if the said Silas G. Strong and Charles P. Morse shall pay the full amount of the condemnation in said Supreme Court and costs in case a judgment shall be entered ~~against~~ therein in favour of the appellee then this obligation shall be void: otherwise in full force and virtue in law.

Silas G Strong (Seal)
Charles P. Morse (Seal)
Robert L Brown (Seal)

Union Supreme Court.

Nathaniel Kidder

vs.

Silas G. Strong &

Chas. P. Mabe.

Transcript –

Filed May 16, 1864

J. Carrol,

Clerk.

Recorded

The State of Ohio, Union County, ss.

I, John Cassil, clerk of the Court of Common Pleas in and for said county of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Nathaniel Kidder } August Term, 1842.
vs. }
Silas G. Strong & } Assumpsit-Judgment for plaintiff by default.
Charles P. Morse. } Damages $106.33
& for costs.

Notice of appeal by defts."

Witness my hand, and the seal of said Court, this ~~4th~~ 6th day of ~~May~~ September A.D. 1842.

John Cassil, Clerk.

Suit brought to recover $[illegible] on a note of hand dated April 9th 1841 due 12 months after date for $100 with interest after six months from date and interest after 12 months from date

Hamilton & Young
Attys

Common Pleas

Nathaniel Fielder

vs

Summons

Silas G. Sturgeon

Charles P. Mase

Served by certified
Copies Apl 27th 1842
W W Steen Shff

Serv	75
Mile	5
Copies	30
	110

Filed Apl 27. 1842
Jas A Gillelland Clerk

Recorded

I the undersigned for costs in the defendant
in the statement, N. Chipman

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Silas G. Strong and Charles P. Muse

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 Nathaniel Riddle

in a plea of Assumpsit Damages one hundred & fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of April A.D. 1842

James H. Gill CLERK.

Nathaniel Kidder

Silas G. Strong &
Charles P. Mass
Filed April 26. 1861
Jas H. Gill Clerk

Union Com. Plas

The clerk will please issue a Summons for Silas G. Strong and Charles P. Morse at the suit of Nathaniel Ridder in a plea of assumpsit, damages $150. Endorse suit brought to recover depts. note to Plff. dated April 9. 1841 due 12 months after date — for $100. with interest after six months — Principal & interest appears to be due — April 26. 1842.

Hamilton & Young
attys. —

Union Com. Pleas

Riddle
(vs)
Thomas L. Moore

Declaration —
Filed Apl 28. 1842
James H. Gillespie
ext bill mess

Recorded

The State of Ohio } Ss.
Union county } Court of Com. Pleas
of the term of
April 1842

Silas G. Anthony and Charles Pillors were summoned to answer to Nathaniel Ridder in a plea of assumpsit &c. And thereupon Plaintiff by his attorney ~~com~~ complains for that whereas the defendants on the 9th. day of April A.D. 1841, at the county aforesaid, by their promissory note of that date duly executed and delivered promised the plaintiff to pay him one hundred dollars twelve months after the date of said note for value received, with interest after ~~this~~ six months from the date of said note — which note was due before the commencement of this suit. Yet defts. the. after requested have not paid said note or any part thereof to Plff. Therefore he sues and claims damages to $150.

Hamilton & Young
attys.

union common Plea

N. Kidder
vs
S. J. Strong
& C. P. Moser

Damages	118.99
Costs	16.48
Writ	41
Damn	

Recd July 22, 1843.
~~Levied by Inspection of~~
Levied by Inspection of
Elff on 1 Red Ox
Bull, & 29 Cows, for
more particular Description
See appraisement
made in this Case upon
the Demand of Sheriff, which
amounts to $359.00. - Adver-
tised to be Sold, on the 14
Day of Oct: not Sold for
want of bidders.
W W Steele Sheriff

Serv -	35	
Mile	10	
Inquest	1.00	
Advty.	25	1.70
Pl. fee.		1.00
Filed Oct 14. 1843		2.70

John Castil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Supreme Court [redacted] of said County, begun and held at the Court House in Marysville on the 26th day of June A. D., 1843 Nathaniel Kidder

recovered against Silas G. Strong & Charles P. Morse

as well the sum of one hundred & eighteen —— dollars and ninety nine cents, for his damages, as the sum of $16,48 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 Silas G. Strong and Charles P. Morse

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 aforsaid, on the first day of our next term, to render unto the said Nathaniel Kidder

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 22nd day of July A. D., 1843.

Attest:

John Cassil CLERK.

No. 42-SC-18

Union Common Pleas Court

Nathaniel Kidder
Plaintiff,

against

Silas G. Strong et al
Defendant.

JUN TERM 1843

Judg. vs. Defendant
$118.99

SC

Journal 1 Page 67

Record No. 1 Page 284

Ex. Doc. 1 Page 287

Advertised the Property for Sale on the 9th day of April 1844. According to advertisement, I offered for Sale the two thirds Undivided of fifteen Rod of Country, the total of One of whose appraisement amounted to the sum of One hundred thirty three & one third cents, which together with the money made amounted to the Judgment and Costs, - the residue of the property not found, no Sale of the offered property for want of Bidders,

April 9. 1844

W. W. Little Sheriff

Ex. Doc. No. 2. page 73

Nathaniel Kidder
vs
Silas G. Strong &
Charles P. Morse

Damages	$118.99
Costs	16.46
Increase	5.34

Rec.d this writ March 28. 1844
Made April 9. 1844 $20.00

Levy	35
Mile	10
Advt.	25
Pound	10
	80
Pr. fee	1.00
	180

Filed April 9th 1844
John Capen Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those good & chattels of Silas G. Strong and Charles P. Moran, to wit: 1 Red Durham Bull & 29 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 Nathaniel Kidder the sum of one hundred & eighteen ~~dollars~~ dollars and ninety nine cents, for his damages, together with $ 16,48 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 Nathaniel Kidder recovered against the said Silas G. Strong & Charles P. Moran as of record is manifest. Also, $ 4,53 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 for said, 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 Plaintiff

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 28th day of March A. D. 1844

John Cassil CLERK.

Union Com Pleas 2 73

Nathaniel Hidden
vs
Silas G Strong &
Charles P. Morse

Damages	118.99
Costs	16.48
Increase	7.14
This writ	41

A.

Made July 1. 1844 $132.82
which Satisfies this
writ W W Steel Sh'ff

Serv	35
Mile	.05
Adv	25
	.65
Pr fee	1 00
	1 65
Bond	2.24
	3.89

Filed July 1. 1844
John Cassil Clerk

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 Silas G. Strong and Charles P. Morse, to wit 1 Red Durham Bull & 29 Cows, &c

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 Nathaniel Hidden the sum of one hundred & eighteen dollars and Ninety Nine cents, for his damages, together with $ 16.48/100 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 Nathaniel Hidden recovered against the said Silas G. Strong & Charles P. Morse as of record is manifest. Also, $ 7.14/100 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 Plaintiff

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 fourth day of June A. D. 1844.

John Cassil ——— CLERK.

Ex Docket No 2 Page 25

Nathaniel Kidder

v.

Silas G. Strong &
Chas F. Morse

Damages	$106.33
costs	8.52
writ	.40
Sheriff's Fees	35
Mileage	5
	$40

Filed October 14, 1842.
John Cassil, Clerk
pro tem.

Rec'd

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 30th day of August A. D., 1842 Nathaniel Kidder

recovered against Silas G. Strong and Charles P. Morse

as well the sum of one hundred and six dollars and thirty 33 cents, for his damages, as the sum of $8.52 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 & Charles P. Morse

you cause to be made the damages and cost aforesaid with interest thereon from the 30th day of Aug A. D., 1842. until paid. Also, the sum of $0.40 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 Nathaniel Kidder

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 31st day of August A. D., 1842

Attest: James H. Gill CLERK.

Rec'd this writ Aug 31. 1842. Levied by instruction of Plaintiff upon 31 Cows & 1 Bull, 1 Grey Mare & one Br. Mare Sept 1st 1842. Case appealed by Defts, & Execution Recalled ~~Sept~~ ~~1842~~ Sept 30. 1842

Wm H Steele Sheriff

The State of Ohio Union County. ff

To the Court of Common Pleas within and for the said County of Union Greeting

We command you, that you Cause Nathaniel Kidder to have execution of a certain Judgment rendered in his favour against S.G. Strong and E.P. Morse by our Supreme Court within and for the said County of Union on the 26th Day of June AD 1843 for the sum of 118 Dollars 99 cents Damages & Dollars Costs

Witness John Cassil Clerk of Said Supreme Court this 4th day of July AD 1843

John Cassil Clerk

No.

Union Common Pleas Court.

Simon Phelps
Plaintiff,

AGAINST

Nancy Mc Intire,
Defendant.

August 1847.

Replevin

Judg vs Plff. in Common pleas.

No Record.

Journal 3 Page 5-2.

Record No. Page

Ex. Doc. Page

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

Supreme Court

No. 42-SC-19

Union District Court.

Nancy McPulire
Plaintiff

against

Simeon Phelps.
Defendant.

June 1846.

Settled at Deft's Costs

Supreme Court

Journal 1 Page 99

Record No. 1 Page 409

Ex. Doc. Page

McIntyre
vs
Phelps
Bx for Writ.

Filed June 12th 1844
John Capsil Clerk

Issued June 12. 1844
John Capsie Clerk

McIntire vs Phillips } v. Court for 1844.

James Kinkaid & B. B. Sutton are wanted on part of plaintiff as witness

Wm P. Lawrence
atty for Deft

July 14th 1845 Marysville

Thos Mag[illegible]

Nancy McIntire
vs
Simon Phelps

Replevin In Supreme Court -

Issue subpoenas to Samuel Lyman & Elijah Wolford, to testify on behalf of Plaintiff

July 14th 1845

C W Allison Atty for Plff

To John Cassil - Clerk

Nancy McPutin

v } Sub.

Simon Phelps

Served by reading to
Stewart McIntyre Degas
McIntyre & Elizabeth
Wolford & Wm Lupey
& by Copy on Matthias
Collins Wm H Stale Shff

Serv — 62½
Mile 60
Copy — 10
1.32½

Filed Apl 18. 1842
Jas. W. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Stuart McCutin Jesias McCutin Matthias Collins Elijah Wolfenbarger Tom Leeper

to be and appear before our 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 Nancy McCutin

in a certain matter in controversy in our said Court depending: wherein Nancy McCutin is plaintiff, and Simon Phelps defendant.

And this ~~day~~ shall in no wise omit under the penalty of the law; and have then there this writ.

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this first day of April A. D. 1842.

James H. Gill CLERK.

Union Supreme Court

Nancy M'Intire
vs
Simon Phelps

Sub. for Phelps Mt.

Served by ~~copy~~ copy to Jas
Kirkade June 22 1843
B B Butler not found
W. W. Steele Sheff
Serv 25
Mile 35
Copy 10
70
Filed June 23d 1843
John Caspit Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summ[illegible] James Kinkaid & B. R. Sutton

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court house, in the town of Marysville, ~~forthwith~~ on the 26th inst at 9 o'clock A. M. to testify and the truth to speak on behalf of Simon Phelps in a certain matter in controversy in our said Court depending: wherein Nancy McMartin is plaintiff, and Simon Phelps 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~~ John Cassil, Clerk of said court at the court house aforesaid, this 19th day of June A. D. 1843.

John Cassil CLERK. P. T.

Nancy M Sutin
vs
Z Rephen
Simon Phelps
appearance

Filed Oct 26. 1841
James M Gillette Clk

The undersigned being called on by D Dotted Sheriff of Union County to appraise a Bay Colt replevied by Nancy McIntyre from Simon Shelps, after being duly sworn we appraised said Colt at Fourteen 50/100 dollars given under ~~our~~ our hands this 20. day of October A.D. 1841.

Abner Sigget
Samuel Said

Appraisers

Union Supreme Court

Nancy McIntyre
vs
Simon Phelps

Defts Witnesses
Served by reading to
Jas Kinkead June 15
1844. B B Sutton not
found. W W Steele Shff

Serv .25
Mile — .5
.30

Filed June 15. 1844
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Kinkade & B.B. Sutton

to appear before our Supreme court ~~of common pleas~~ of said county, at the court house, in the town of Marysville, on the first day of next term, 8 o'clock A, M, to testify and the truth to speak on behalf of the Defendant in a certain matter in controversy in our said court depending: wherein Nancy McIntyre is plantiff, and Simon Phelps is ——— defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ, Witness John Cassil, clerk of said court at the court house aforesaid, this Twelfth day of June A, D, 1844

John Cassil Clerk,

Union Common Pleas

Nancy M Intire

vs Z pecuniary Permit of Replevin

Simon Phelps

Filed Oct 25. 1841

Jas. H. Eice Clk

Nancy McIntire
vs
Simon Philps

In Replevin - Damages $50.00

Also a writ of Replevin for the following goods and chattels to wit. One bay horse colt of last Spring

To the Clerk of Union Com. Pleas
Oct. 25th 1841

her
Nancy ✗ McIntire
mark

The above named Nancy McIntire makes oath and says that she has good right to the possession of the goods and chattels described in the above precipe and that the same are wrongfully detained by the said Simon Philps, and that the said goods and chattels were not taken in execution on any judgment against the said plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said plaintiff

her
Nancy ✗ McIntire
mark

Sworn to and subscribed before me this 25. day of Oct. A.D. 1841

Jos H. Gillett

Supreme Court

Nancy McIntyre
vs
Simon Phelps

Pltfs Witnesses

Served by reading to
E. Wolford, & by copy
on S. Lyman, July 16.
1845. Wm C. Malin Dep Sheff

Serv. .25
Mile, .20
Copy .10
$ .55

Filed July 18th 1845
John Edsall, Clerk

Elijah Wolford demanded his fee which was not paid

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Lyman & Eliyah Wolford

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court House in the town of Marysville, on the first day of next Term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Nancy McIntyre in a certain matter in controversy in our said Court depending: wherein Nancy McIntyre is plaintiff, and Simon Phelps defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the Court House aforesaid, this 15th day of July A. D. 1841

John Cassil CLERK.

Union Com Pleas

Nancy McSuter

v } Sub

S. Phelps

Served by reading to John Westmond & by copy of Elijah Wolford Aug 27. 1842

W W Steele Shff

Serv 25
Mile 15
Copy 10
50

Filed Aug 27. 1842

James H Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Hestwood & Elijah Wolford

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ second day of next Term, at 9 o'clock A.M. to testify and the truth to speak on behalf of Nancy McSutin

in a certain matter in controversy in our said Court depending: wherein said Nancy is plaintiff, and Simon Phelps 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 said Court at the Court house aforesaid, this 26th day of Aug. A. D. 1842

Jas. H. Gill CLERK.

Served by reading
Aug 30th 1842
W W Stark Shff

Sen 12
Mile 5

Filed August 30, 1842.
Jas. H. Gill
Clerk.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Kincaid

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Simon Phelps, — in a certain matter in controversy in our said Court depending: wherein Nancy M'Intyre is ——— plaintiff, and Simon Phelps 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, Clerk of said court at the court house aforesaid, this 30th — day of August A. D. 1842.

James H. Gill, CLERK.

Union Com Pleas

Nancy McIntire

vs Z writ of Rep

Simon Phelps

Served by delivering property to N. McIntire taking bonds. & summoning Simon Phelps to appear at Court Oct 26. 1841.

W W Steele Shff

Servi	35
Mile.	40
Bond	.50
Inquest.	1.00
Appraisers	1.00
	3.25

Filed Oct 26. 1841

James H. Geiddes

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that without delay you cause to be replevied unto Nancy McIntire the goods and chattels following viz't one bay horse colt of last Spring which Simon Phelps wrongfully detains from the said Nancy McIntire as is said and also that you summon the said Simon Phelps to appear at the next Term of our Court of Common Pleas to be held in and for the said County of Union to answer unto the said Nancy McIntire for the unlawful detention of the goods and chattels aforesaid Damages fifty dollars and have you then there this writ

Witness James H Gill Clerk of said Court at the Court house in Marysville this 25th day of October A.D. 1861

James H Gill Clerk

~~Nancy~~ McIntire
vs
Simon Phelps

William McIntire (~~husband~~ Son of Plaintiff) died intestate, leaving minor children and considerable property. No letters of administration were taken out for several years, the plaintiff who had resided with the deceased for some time before his death living on his farm with the children, cultivating it, and using the other property, consisting of horses &c as though they were her own ~~property~~. Some two or three years after the decease of William the colt in controversy was foaled by a mare owned by Wm in his lifetime - the widow plaintiff paying expences of siring &c. Shortly after this the defendant was appointed guardian for the minor children, ~~and~~ by virtue of which he (defendant) took into his possession the personal property belonging to said estate, also the colt in controversy - claiming it as belonging to the children, the plaintiff claiming the increase brought this suit of Replevin. Shortly after the colt was replevied an administrator was appointed to administer on said estate who as such administrator took said colt, whether with or without consent Counsel cannot agree, which was inventoried and sold by him to pay the debts &c of the estate, leaving the costs of this suit only, to be settled by the court. The plaintiff claims that the colt was taken out of her possession by defendant against her will and consent - this is denied by defendant who claims that plaintiff gave her consent at the time, should the last point and that in relation to the voluntary surrender to the administrator ~~which is the only one in dispute~~ be deemed material by the court, this cause to be continued for proof as to those ~~that~~ points.

C M Addison Atty for Pltff
Curry & Laurence, Defts attys

Simon Phelps
ads.
Nancy McIntyre

Union
com.
Pleas:

In Replevin;
Plea.

Filed Apl 19. 1842
Jas. H. Gill Clerk
Ast bill made

Recorded

Simon Phelps } Union Common Pleas:
ads.
Nancy McIntyre } In Replevin:

And the said Simon Phelps comes and defends, &c. and says that he does not wrongfully detain the goods & chattels specified in the declaration, or any part thereof, in manner and form as therein alleged, and of this he puts himself upon the country, &c. And the said Nancy McIntyre doth the like.

By Curry & Lawrence,
His Attys.

The plaintiff will also take notice that the Defendant, on the trial of this cause, will give in evidence and insist that said goods and chattels specified in the declaration, were of the estate of William McIntyre, late of Union County Ohio, deceased; — That the defendant is guardian of the legal heirs of said William McIntyre deceased; — That as guardian aforesaid he took possession of said goods & chattels; and that ~~the property in said goods & chattels in dispute belonged~~ at the time when the wrongful detaining of said goods in the declaration ~~mentioned~~ is supposed to be, the property & the right of possession in the same goods was in him the said Simon Phelps and not in the said Nancy McIntyre.

Union Com pleas

Nancy McIntyre

vs Replevin Bond

Simon Phelps

Filed Oct 26. 1841

James H. Gill Clerk

Know all men by these presents that we Nancy McIntyre & Constant Bacon are held and firmly bound unto Simon Phelps in the full sum of Fifty — dollars lawful money to the payment of which well and truly to be made we bind ourselves heirs executors administrators firmly by these presents sealed with our seals and dated this 26. day of October A.D. 1840. The Condition of the above obligation is such, that whereas Nancy McIntyre has sued out of the Clerks office of the Court of Common pleas of Union County her writ of Replevin for one bay horse Colt of last spring which Simon Phelps wrongfully detains as is said Now if the said Nancy McIntyre does well and truly appear at the next term of the Court of Common pleas of Union County and prosecute her Suit of Replevin to effect, & pay all Costs and damages that may be awarded against her then this obligation to be void otherwise to remain in full force

Nancy McIntire (Seal)
Constant Bacon (Seal)

Union Common Pleas.

Nancy McIntire vs. Simon Phelps. } Replevin.

Declaration.

Filed Dec 6th 1841
James A. Gillette Clk

A. Hall,
Atty. for Plff.

Union Common Pleas – Nov. Term, A.D. 1841.

Nancy M'Intire
vs.
Simon Phelps.

Nancy M'Intire complains of Simon Phelps in a plea of Replevin, for that whereas, the said Nancy M'Intire, on the 10th day of September, 1841, at the county aforesaid, was possessed, as of her own right, of the following goods and chattels, to wit: One bay horse colt, (foaled in the spring of 1841) which goods and chattels she then and there delivered to the said Simon Phelps, to be re-delivered to the said Nancy when the said Simon should be thereunto afterwards requested. Yet the said Simon, though often requested, hath not delivered the said goods and chattels to the said Nancy; ~~but, on the contrary, refuses to to do so the said Nancy saith that she hath sustained damage by reason of the premises in the sum of fifty dollars: and therefore she brings her suit~~ &c.

And whereas also on ~~on~~ the first day Oct 1841 at the county aforesaid, the said Simon was possessed of a certain other horse ~~colt~~ (of last Spring) the property of said Nancy to be delivered to the said Nancy when the said Simon should be thereto afterwards requested. Yet the said Simon though often requested hath not delivered said Colt to the said Nancy but on the contrary neglects & refuses to to do so the said Nancy saith that she hath sustained damage by reason of the said several premises ~~in~~ fifty dollars & therefore she sues &c

By A Hall her Atty

Union Supreme Court.

Nancy M'Intire
vs.
Simon Phelps.

Transcript.

Filed May 16, 1843.
J. Cattil, Clerk.

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said county of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Nancy M'Intire } August term, 1842.
v. } In Replevin.
Simon Phelps. }

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 do find that the defendant did not detain the goods and chattels, as the plaintiff hath complained against him, nor any part thereof. Therefore it is considered that the said defendant go hence without day, and recover of the plaintiff his costs in this behalf expended, taxed at dollars and cents.

Notice of appeal by pltff."

Witness my hand, and the seal of said Court, this 30th day of September, A.D. 1842.

John Cassil, Clerk.

Union Common Pleas

~~Simon Phelps~~

Nancy M'Intire

vs

Simon Phelps

Appeal Bond

Filed Sept 30th 1840

John Capie

Clerk Protem

Know all Men by these Presents, That we, Nancy M'Intire, Constant Bacon and Benjamin Welsh are held and firmly bound unto Simon Phelps in the penal sum of Eighty ——— 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 30th ——— day of September, A.D. 1842.

The condition of the above obligation is such, that whereas the said Nancy M'Intire has taken an appeal from a certain Judgment rendered against her in favor of the said Simon Phelps in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August Term thereof, A. D. 1842, for the sum of three dollars and fifty seven and one half cents costs, ——— to the Supreme Court within and for the County aforesaid — Now if the said Nancy M'Intire 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.

Nancy her X mark M'Intire (Seal)
Constant Bacon (Seal)
Benjamin Welsh (Seal)

Approved by me:
John Cassil, Clerk pro tem.

Plaintiffs costs, $21.95½

No. 42-SC-20

Union Common Pleas Court.

Lathrop Mazar Plaintiff,

AGAINST

Nicholas Hathaway, Defendant.

July 1845.

Dismissed at pltfs costs no Record.

Supreme Court,

Journal 1 Page 86

Record No. Page

Ex. Doc. Page

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

Lydia Anna
Juliet 7
Celia 4
Jonathan 5

Union Com Pleas

Lathrop Kazer
v.
Nicholas Hathaway
et al.

Filed April 28.
1843
James H. Gillespie
Clerk
ein bite mane
ama in supreme court

To the Court of Com Pleas in and for the County of Union then in Chancery sitting

Humbly complaining shewith unto your Honors your Orator Lathrop Kager a resident of said County that some 20 years past one Samuel Kager conveyed to your petitioner his Brother Nathaniel Kager & his Father Samuel Kager the following lands lying in this County and described as follows as tenants in common Beginning at five Elms in the line of Nicholas Hatheway Survey being a corner to Robert Means Survey thence with said Means line S 6 E 94 poles to said Hatheways corner thence N 49 W 8 poles thence N 10 E 60 poles to the place of beginning also this other piece Beginning at a stake in the State road Leading from Mechanicsburg to Milford thence N 80 E 78 poles to two Burr oaks thence S 10° 30' W 176 poles to five Elms thence N 80° 23 poles to a Burr oak in the State Road thence with said Road N 29 E 193. Being part of Survey No 9998 V. M. that they entered into possession thereof and as such held possession untill subsequently one Moses B. Corwin purchased the interest of the said Samuel Kager being one equal undivided third part of said Lands on execution. By whom application was made for partition of said premises at a former term of this Court to which proceedings your orator then an infant and minor was made party that said lands were by the Judgment of partitioners appointed by this court declared indivisible and appraised By them of whom Nicholas Hatheway then and there of this County a resident

and whom your petitioner prays may be made defendant to this his bill. Your Petitioner further shows that the Nicholas combining with one Elias Hathaway to cheat and defraud your petitioner in the sale of said land became the agent of the said N. Hathaway and for him the said Nicholas and with the money of the said Nicholas for the purpose of avoiding the law which forbid and appraiser from being purchaser. Got said land at Sheriff Sale on the 31. day of August 1833 thereby and by means of said agency and combination cheating the law and your petitioner. Your petitioner further shows that subsequently and on the 28 a nameless date the said sale was confirmed and deed executed to said Elias for the use of said Nicholas Hathaway covertly for the purposes of defrauding as aforesaid. Your petitioner therefore prays that the said Elias may be made defendant to this bill and that they may severally on their corporal oaths answer the allegations herein and especially whether the said Nicholas was appraiser whether he did not give the money to said Elias to buy said lands for his Nicholas' use and whether he did not have the deed made and executed to said Elias to avoid the statute forbiding appraisers from being purchasers at Sheriff Sale, and that on final hearing your honors would order and decree said sale void and further decree ~~that~~ order the confirmation thereof set aside and and a conveyance or release to your petitioner from such one as may seem to hold the legal title to your petitioner and that your

Honors would grant you Petitioner oath
and for the relief in the premises and as in
duty bound he will ever pray &c

By Wm Dawson
his Sol

Union Com Pleas

Lathrop Hazen

v

Nicholas Hathaway
& Elias Hathaway

Served by Certified Copy
Apl 29. 1842
W W Steele Shff

Serv 25
Mile 40
Copies 20
85

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Nicholas Hathaway & Elias Hathaway

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, forth with

to answer the matters and charges contained in a Petition

in Chancery exhibited against them by

Lathrop Hazen and this they shall

in no wise omit under the penalty of one thousand dollars, and have you then there this writ.

Witness James H. Gill, Clerk of said Court at the Court House in Marysville this

28th day of April A. D. 1842

James H. Gill Clerk

Union Supreme Court

S Glazer
vs
N Bathamay
et al

Ser — 1.35
Mile, .40
Copies — 60
$2.35

Filed July 26. 1844
John Cassil
Clerk Supreme
Court

Served by Certified Copies on the within named Defts. July 25. 1844.
W. W. Steele Jeff U.C.O.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon E. P. Hathaway Executor & Lydia Ann Hathaway Executrix of Elias Hathaway dec'd. & Nicholas Hathaway - Juliett Hathaway Elnathan Hathaway & Celia Hathaway

to appear before the Judges of our Supreme Court ~~of Common Pleas~~, at the Court House, on the first day of the Term next ensuing, to answer a Bill in Chancery, exhibited against them by Lathrop Kazer

and this they shall in no wise omit, under the penalty of one thousand dollars; and have then and there this writ.

Witness John Cassil, Clerk of our said Court, at the court house, this 23 day of July A. D, 1844

John Cassil Clerk of ~~Com. Pleas~~. Supreme Court

Mon Com Pleas

Lathrop Kagan
vs & McChaney
N. Hatherway

Amended Bill
filed

Filed July 23. 1844
John Cassil Clerk

issue Subpoenas
to the Sheriff of the County
W. C. Lawrence
Clk Sups Dol for Cost
Court

Issued July 23d 1844
J Cassil Clerk

By amendment of Compts Bill of the Com Pleas on leave

To the Hon. the Judges of the Supreme

When in Chancery sitting Humbly complaining Sheweth
Unto your Honors your Orator Lathrop Kagan a resident
of said County that some twenty years past one Samuel Kagan
(the Grandfather of your Orator) conveyed to your petitioner
to Nathaniel Kagan (the Brother of your orator) and to
Samuel Kagan our father the following lands lying in
the said County of Union and described as follows. to be held
as tenants in common Beginning at five Elms in the time
of Nicholas Hathaways land being a corner to Robert
Means Survey thence with Means Survey S. 6° E 94 poles to
said Hatheways Corner thence N. 49 W 8 poles thence N. 10° E
60 poles to the place of Beginning Also this other piece
beginning at a stake in the State road leading from Mech-
anicsburg to Milford thence N 80 E 78 poles to two Burroaks
thence S 10. 30' W 176. poles to five Elms thence N. 80°
23 poles to a Burroak in the said Road thence with the
said Road N 29. E 193 poles to the beginning
Being part of Survey No. 9998 V. M. Lands that they
entered in to possession thereof and as such held the same
untill one Moses B. Corwin purchased the portion and undi
vided interest of the said Samuel Kagan on Executor
By whom application was made for partition at a for
mer term of the Court of Com. Pleas during the minority
of your Orator. That such proceedings were had in that
case that the lands aforesaid were ordered to sale that
Nicholas Hatheway then and still of this county was one
of the appraisers who was appointed to partition said land
and by whom they were appraised prior to the sale aforesd
and whom your petitioner prays may be made defend-
ant to this bill, And your Petitioner further shews that
the said Nicholas Hatheway combining with one Elias
Hatheway then of this county but since the commencement
of this suit deceased to cheat and defraud your petitioner in
the sale of the said premises became the agent of the said Nich-
olas and for him (the said Nicholas) and with his money
for the purpose of avoiding the Law which forbid an
appraiser from Buying But said lands for the said Nich-
olas at Sheriff sale on the 31st day of August 1833 there
by and by means of the said agency and combination check
ing the Law and your Orator. Your Orator further
Charges that the sale was made to the said Elias simply
as the agent that the said Nicholas so declared to the Sheri-
ff and demanded the deed from him the Sheriff in his (Nich
olas') own name saying that he was neither a Lawyer
nor the son of a Lawyer but he knew the deed could
not be and should be made to himself. that Elias was
his son and bid for him in his (Nicholas') absence

That the said Nicholas only consented to have the deed made to the said Elias when he was shewn the statute expressly forbidding an appraiser from purchasing lands and that then he to hold the lands had and suffered the deed to go in the name of Elias. Your orator further shews that some time in the winter of 1844 the said Elias departed this life leaving Lydia Ann his widow and relict and entitled to dower in all the premises legally held by the said Elias at his demise and Juliett aged about 7 years Ebenezer aged 5 years and Celia aged 4 years his Heirs at Law and legal Representatives. Lydia Ann and Ebenezer P. Hatheway have been by the Court of Com Pleas of this County been duly appointed his executors all of whom your Orator prays may be had & made defendants to this bill

All of which doings of the said Nicholas & Elias are contry to equity and good conscience and tend manifestly to the injury of your orator and the perversion of the statute for the benign purpose of protecting Minors. ~~your~~ and in as much as your petitioner is remedyless at ~~common~~ the law side of this court and can be relieved only where frauds are cognizable your petitioner prays that the said Defendants may be compelled to answer all and singular the charges and allegations herein contained as fully and particularly as if here again specifically interrogated and that on final hearing the said sale may be set aside and the deed of the premises to the said Elias declared utterly void and your orator restored to his rights in that behalf and your orator prays other and further relief in the premises as equity may allow and as in duty bound he will ever pray and so forth

By Wm C Lawrence
Sol

Union Supreme Court

Nicholas Hathaway

vs

Lathrop Rogers

Answer to
amended Bill

Filed August 12. 1844
John Cassil Clerk
Supreme Court

The separate answer of Nicholas Hathaway to the amended bill of Lothrop Hazen - filed originally against himself & Elias Hathaway Decd -

This defendant for answer to said amended bill - says that he still adheres to the original answer of himself jointly with the said Elias - and for further answer to so much of said amended bill as he is advised it is material for him to answer - answering as aforesaid says - that it was the intention and the understanding between himself and the said Elias Hathaway Decd that said land mentioned in complainants bill - was to belong to the said Elias - that it was to be bought for - and owned by the said Elias in fee simple without fraud or combination - that it was so - the intention and understanding - from the time he first advised the said Elias to buy the said land until the said sale - and has been ever since - And this defendant further answering says that he has no recollection whatever of stating to the Sheriff - that said Elias purchased said land as the agent only of this defendant - and demanded the deed from him - the Sheriff in his (this defendants) own name - as is charged in said amended bill - That he has no recollection of ever stating that "he knew the deed could be and should be made to himself" as charged in said amended bill. That from the great length of time which has intervened - to wit - about eleven years - it is impossible

for him - (this defendant) to recollect every con-
-versation held upon the subject of the sale
of said land - and has no recollection of any
part of the conversation with the sheriff as
charged in said amended Bill - That the charge in said
amended Bill - "That the said Nicholas (meaning this defendant)
only consented to have the deed made to the said Elias
when he was shewn the statute expressly forbiding
an appraiser from purchasing lands, and that
then he to hold the lands had and suffered the deed
to go in the name of Elias" - is untrue -

And this defendant asks that the joint answer
of himself and Elias &c. to the original Bill -
be taken and allowed in full as an answer
to the amended Bill - that it may have the
same force to the amended - that it would have
had to the original Bill - and having
thus fully answered he prays to be dismiss
-ed with his costs &c -

Nicholas Hathaway

The State of Ohio }
Union County ss } Nicholas Hathaway
being duly sworn -
depose and say - that all the several matters
and things which are stated in the foregoing
answer - as from the information of others
I believe to be true - and that all the several
other matters and things therein set forth
are true in substance and in fact -

Nicholas Hathaway

Sworn to and subscribed before
me this 12th day of August A.D. 1844
George Mahony J.P. (Seal)

Union Com Pleas

Lathrop Kagar
v
N. Hathaway et al

Rule

Filed August 30, 1842.
J. H. Gile,
Clerk.

Lathrop Kazar
v
Nicholas Hatheway
& Elias Hatheway

In Chancery

And the said Complainant comes and says that the matters and things set forth in his bill of Complaint are true in substance and in Matter of fact and the matters and things set forth in the answer of the said Defendants contrary thereto are untrue and this he is ready to ~~verify~~ make appear as by this Court shall be directed By Wm Lawrence his Sol

Union Supreme Court.

Lathrop Kazer
v.
N. Hathaway et al.

Transcript.

Filed May 16, 1843.
J. Cassil, Clerk.

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said county of Union, do hereby certify that the following Decree is truly copied from the Journals of said Court, to wit:

Lathrop Razer vs. Nicholas Hathaway & Elias Hathaway. } August term, 1842. In chy.

This cause came on to be heard upon the bill, answer, replication & exhibits, and was argued by counsel, on consideration whereof, the Court do order and decree that the said bill stand dismissed with costs; and it is further ordered & decreed that the said complainant pay the costs within 30 days — and in default thereof, that execution therefor, as upon judgments at law.

Notice of appeal by complt."

Witness my hand, and the seal of said Court, this first day of October, 1842.

John Cassil, Clerk.

Deposition of John Reed 3d
in case of
Lathrop Hazen
vs
Nicholas Hathaway
& Elias Hathaway

To The Clerk of the Supre-
-me Court of Union
County Ohio

Rec'd June 1st
1843
John Cassil
Atty

Opened at the request of Defts Counsel
John Cassil Atty

Depositions of Witnesses taken in a Cause pending in the ~~Court~~ Supreme Court of Union County at the June term A D 1843 in Chancery Wherein Lathrop Kagar is plantiff & Nicholas Hathway and Elias Hathway is defendants and for said plantiff in pursuance of the notice hereto attached and at the time and place therein mentioned William C Lawrence Counsel for the plantiff and Angus McBall Counsel for the defendant were present John Reed Sr of the County of Union of lawful age being first duly sworn by me as hereafter certifies Deposes as follows

Question by Counsel

Had you conversation with Nicholas Hathway at the time of the appraisement or subsequently and before the sale by the Sheriff of the land of Samuel Kagar Lathrop Kagar and Nathaniel Kagar being the same spoken of by the Counsel in his bill if so please state what it was?

Answer There was no conversation about buying the land at the time of appraiseing said land Sometime in the summer previous to the sale of said land I heard Nicholas Hathway say he was a going to have Elias ~~by~~ buy the land if he could get it for three dollars pr acre he would give three dollars pr acre and no more said Deponent said he told sd Hathway he had better give a little more if he could not get it for that N Hathway said he would not. ~~give~~ any more Elias was a going out to buy it Deponent said he was a going out to and they would go together

Question by Defendant

Who has been in possession of the land since the sale or soon after

I suppose Elias Mathway he has seen it ever since it was fenced up and that said Deponent traded with Elias for a part two or three acres of the same land about three or four years ago

Question Did Nicholas Mathway at the above Conversation tell you that he was agoing to have Elias by the land or that he advised Elias to buy it that he had land enough and did not want it himself

Answer Said he had as much land as he wanted but was a going to have Elias go out and buy it did not say who for but if it lay on the other side of the road he should not want it at all

Question by Complainent

Will you please state the Conversation about the appraisement just had with Nicholas Mathway and which he and his Counsel call no part of the examination

Answer Deponent sais he on appraiseing said land marked it at Three dollars pr acre Benjamin Mapkins at Three dollars and fifty cents & Nicholas Mathway at three Dollars pr acre as near as he recollects and further said deponant said not

John Reed 3rd

I David Burnham a Justice of the peace in and for the township of Union in the County of Union Ohio. do hereby certify that the above named John Reed 3d 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, were reduced to writing by Andrew Sheyes and was taken at the time and place specified in the indorsed notice.

In testimony whereof I have hereunto set my hand, this 3d day of June in the year 1843

David Burnham J.P.

Fees 50 Cts.

Lathrop Rogers
vs
Nicholas Hatheway
et Elias Hatheway

Union County Supreme
Court for Limeton [illegible]
Mr Chancery

The Defendants will take
Notice that Depositions will
be taken to be read on the trial of this case by the Complain
ant before David Burnham J.P. at his office in
Milford Union County Ohio on Saturday the 3rd
inst between the Hours of 9 O'Cloch A.M. and
9 P.M. on said day

Lathrop Rogers

June 1. 1843

+ But if it lay on the other side of the river he should not want it at all

June 1 1843 J Cochrane Esq
Elias Hathaway

Kazer
v
Nathaway

Deposn. of John Reed 3d. of Complt. — The only conversation of Nicholas as to buying land at the time of the appraisement: some time before the sale he said Nicholas boy say that he wanted to have Elias buy the land if he could get it for $3. an acre & that Nicholas said he would not give any more than $3. an acre.

Elias has been in possession ever since it was fenced up: defendant bot 2 or 3 acres of it three or 4 yrs. ago. In the same conversation Nicholas said he had as much land as he wanted, but was going to have Elias go out & buy it, if it lay on the other side of the road would not want it at all. In the appraisement defendant appraised the land at $4. an acre, Benj: Hopkins at $2.50 & Nicholas at $3.

This case presents no great difficulty, none at all that I can perceive. There is no testimony to contradict the answers, but the testimony taken by Complt. sustains the answers; the Complt. is therefore not only answered out of Court, but has taken testimony to help him out.

The Deft. Elias Hathaway bot the land & bot it for himself and not for Nicholas: he was not therefore in any respect the trustee of Nicholas: altho' he might have bought it with money that he had collected belonging to his father yet it was for himself that the purchase was made: if his father Nicholas had bought it would have been for Elias and not for himself. There could not have been, as is shown, any attempt or design to evade the law, or in point of fact any violation of the law.

Lathrop Kazer
v.
Nicholas Nathaway & others

Defendants Limit
In Chancery.

Original Bill filed April 28, 1842, setting forth that 20 yrs. ago Samuel Kazer conveyed to petitioner, his brother Nathaniel Kazer & his father Samuel Kazer, certain lands in the Bill described part of survey No. 9998; that they entered into possession & held possession until Alvan B. Corwin purchased the interest of said Samuel Kazer, being 1/3, by whom application was made for partition, to which your Orator then an infant was made party, that the said land was by the Judgment of the Court declared indivisible & appraised by them, of whom Nr. Nathaway was one: that said Nr. Nathaway combining with his son Elias Nathaway, Elias as Agent, & with the money of Nicholas & to avoid the law forbidding an appraiser to bid, bot said land at Sheff's sale on the 31st August 1833, thereby cheating your Orator &c. the sale was confirmed, deed executed to Elias for the use of Nicholas Nathaway, covertly to defraud petitioner: Prayer that they may answer whether the said Nicholas was appraiser, whether he did not give the money to said Elias to by said lands for Nicholas use, whether he did not have the deed made & executed to said Elias to avoid the statute forbidding appr's from buying at Sheff's sales: that sale &c. may be set aside & title decreed to petitioner

Ans. of Nicholas & Elias Nathaway: — admit the land was conveyed by Samuel Kazer as stated in the Bill: then all. B. Corwin bot as stated & had partition made. deft. Nicholas was one of the appr's: that at the time of the appraisement the said Nicholas had no intention of becoming purchaser, nor did he think of it till he saw the land advertised: deft. Nicholas

was then a lot to start to st. E. & told Elias he had bidden to collect some money & buy that land & did not think or care whether Elias bid for himself or me: intended to divide his farm between his two sons, had even then given Elias that part of his old farm adjoining this land & it was to complete his farm that he recommended to Elias to buy this: had deft. st. been at home he would have bid the land not for himself but for Elias: since that sale deft. Nicholas has conveyed by deed all that part of his old farm to his son Elias according to the original intention &c. It is not true that Elias made the purchase for deft. Nicholas, but for himself; it is immaterial in whose name the purchase was made it was intended to be Elias' land & was with the other part to complete Elias farm: deft. st. believes it was with his money that the land was paid for, that is, deft. Nicholas was indebted to Elias & the money collected to buy the land was Nicholas', but considered as given to Elias for his work: deft. Nicholas was not at home at the time of the sale: deft. was indifferent to whom the title was made & never enquired how or to whom the deed was made: deft. st. never treated the property as his, but of his son, who immediately took possession & has ever since & is now in possession. At the time of this sale deft. st. & his sons were living together & if the title of the land had been made to st. it would have been received merely to convey to said Elias & would have conveyed it to him when he conveyed the balance; the money paid for the land was Elias for his work, & deft. st. has never asked either land or money: the purchase was truly made by Elias for his own use & not for st. & deft. has not & never had any interest in the land. The charge that the purchase was made in name of Elias by combination & to

defendant Capitt. & to evade the law is false; nor is it true that Elias purchased as the agent of Ct.: nor was the deed executed to Elias for the use of Ct., but on the contrary the deed was made to Elias & conveyed to him the fee=simple: deft. Elias says that in pursuance of advice given him by his father when he was about to leave for New England, he attended the sale & bot the land at $3. an acre, making the purchase money $168.00: It was a fair sale & the highest bid next to deft. was by David Burr who owned land adjoining & whose highest bid was $2.00 an acre: deft. gave all the land was worth & more than any body else would give: the money paid was collected of those who owed his father & might therefore with propriety be called his father's money & on that account he had intended to have the deed purchase in his father's name, but as he then supposed that his father would convey it to him any how when he conveyed the adjoining land, afterwards concluded to have the deed made to himself which was done: deft. Elias took possession by virtue of his deed & has been in possession ever since, has made improvements on the land & paid all the taxes, has conveyed a small part for a school house which is now occupied as such: at the time of the sale there was a mortgage on the land at the time of sale not there from deft. given by Samuel Fraser to Otis Parish of Columbia, which said deft. E. has since on the 19 Decr. 1838 from compelled to pay to the Ext. of Parish amounting to $75.00 being advised by R. Douglas & M. B. Corbin atty. counsel that he could not avoid payment: by the improvements made by deft. & on account of the rise of lands this land has become valuable hence this suit. If this sale is to

be set aside, deft. claims that the purchase money & interest till taxes, &c. paid for in consideration with interest thereon for in forbearance & for troubling in foreclosing off the mortgage. as to any combination, to cheat, or evade the law, it is false.

Amended Bill — same as the original except that it states that said Nicholas said that Elias had bought the land for him merely as his agent, demanded the deed from the Ptff. in his own name, saying that he was neither a lawyer, nor the son of a lawyer, but knew the deed could be made to him & only consented to have the deed made to his son Elias when he was informed that the law in regard to assignee's buying. death of Elias suggested this under which this suit defts.

Answer to Amended Bill —

That it was the intention & understanding that the land should belong to Elias, that it was to be bought for & to be owned by him without fraud or combination, this was the intention from the time he first advised his son to buy: has no recollection of ever telling the Ptff. that said Elias bot the land for him as his agent & demanded the deed in his own name, no recollection of ever saying that he knew the deed could not be made & should be made to him, as stated: the charge that the said Nicholas only consented to have the deed made to his son when shown the statute &c. & suffered the deed to go in Elias' name that he might hold it &c. is false: asks that his original answer may be taken as answer here —

Ans Replication

The State of Ohio Union county, ss.

Personally came before the subscriber the within named Nicholas Hathaway and Elias Hathaway, and each made solemn oath in due form of law that the matters and things stated in this affidavit by each so far as stated to be within the knowledge of each is true and so much of the affidavit as is stated to be information or belief they believe to be true —

June 16th 1842. Andrew Hayes J P

Union Com. Pleas

Hathaway et al.

(Ex.)

Affidavit

Filed June 14th 1842

Chas. W. Elliott Clk

Attachment —

The joint and several answers of Nicholas and Elias Hathaway to the bill of Lathrop Kasar depending against them dependants in in the com. pleas of Union county Ohio.

These dependants admit the conveyance of the land by Samuel Kasar Sen. to his partner, to himself & to his brother as stated in the bill to hold as tenants in common. It is also true that said Moses B. Corwin purchased at Sheriffs sale the interest of said Samuel Kasar junior, and after he became so seized he applied for partition of the land which resulted in a sale. This dependant Nicholas was one of the appraisers of the land in the proceeding in partition. At the time of the appraisement the said Nicholas says that he had no intention or thought of becoming a purchaser of the land: Nor did he think of it till he saw the land advertised for sale: he was then about going to New England & upon starting he told his son Elias (this dept.) that he had better collect some money and buy this land as it adjoined their farm. This dept. Nicholas answers that he did not then think or care whether the purchase was made for him or for his son Elias; he expected to divide his farm between his two sons: he had even then given to his son Elias all that portion of his old farm adjoining this land and it was to complete said Elias farm that he recommended to Elias to buy this piece of land If dept. Nicholas had been at home at the time of sale he would have bought this land not for himself but for his son Elias, this dept. Since the time of that sale, some five or six years since, this dept. Nicholas has conveyed by deed all that

and on account of it being his father's money and the purchase being on his father's advice he had at first intended to have the purchase and the deed in his father's name, that his father might do what he pleased with it. but he then supposed his father would convey it to him which he should convey the adjoining land which he had given him & with which this was to make a farm for himself. Afterwards he concluded to have the deed made to himself by the Sheriff which has accordingly been done; And this dept. Elias says that he took possession by virtue of his deed & even since has been & now is in possession, and he knows of no claim on the land by his father or any body else. He has made improvements on the land & paid all the taxes. He has conveyed a small portion for a School-house which is now occupied for that purpose. In addition to this there was a mortgage on the land at the time of sale which was not then known to this dept. executed by said Samuel Kason to one Orris Parrish of Columbus, The representative of said Parrish (he being dead) has since the said sale and the purchase of this dept. insisted on the payment of said mortgage and threatened suit. and to save litigation this dept. Nicholas did on 19th. decr. 1838 pay to the executor of said Parrish $75. being the amount of the mortgage debt without interest. And this was done after full examination of the validity of said mortgage and on the advice of able & skillful counsel (viz) Richard Douglas & Moses B. Corwin Esqs. whose names are attached as witnesses to the receipt. of the executor which is made an exhibit in this cause.

By improvements made on this land by said Elias and the rise of pring generally this land has become worth much more than when dept. bought it, and here it is that this suit is instituted.

If this sale is to be set aside depts Elias insists on being repaid the purchase money, & taxes, and the amount paid for incumbrances as opposed with interest, and a reasonable compensation for improvements, & for trouble in paying the said mortgage, and that there claim be fully paid before his title be cancelled.

This dept. Elias says that as to any combination or, any cheating this complt. or attempt to evade the law, such charges in the bill are utterly false. The land is this dept. Elias', and he expected when he purchased it that it would be his, and always so expected, & the only reason why he was thought to have the purchase or the deed in the name of his partner is that above given, he always expected that if the title was made to his partner, he would convey it to him Elias when he should convey the adjoining land which he had already given him.

And these depts. having fully answered this bill as they believe, pray to be dismissed with their costs &c.

Hamilton & Sheridan

Union Common Pleas.

Lathrop Kazer
vs.
Nicholas Hathaway and
Elias Hathaway.

Appeal Bond.

Filed Oct. 1, 1842.
John Cassil,
Clerk pro tem.

Know all Men by these Presents, That L. Warner Lathrop are held and firmly bound unto Nicholas Hathaway and Elias Hathaway, in the penal sum of 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 first day of October, A.D. 1842.

The condition of the above obligation is such, that whereas the said Lathrop Rayer has taken an appeal from a certain Decree rendered against him in favor of the said Nicholas Hathaway and Elias Hathaway in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August term thereof, A.D. 1842, for the sum of twelve dollars and seventy six cents ~~dollars~~ as costs, to the Supreme Court within and for the County aforesaid. Now if the said Lathrop Rayer shall pay the full amount of the condemnation ~~money~~ in said Supreme Court, and costs, in case a decree shall be entered therein in favor of the appellee, then this obligation shall be void & otherwise in full force and virtue in law.

Witness Lathrop Rayer (Seal)

Approved by me.
John Cassil,
Clerk protem.

No. 42-SC-21

Union Common Pleas Court.

Thomas P Watkins
Plaintiff,

AGAINST

Mary Beard adm'x, et al,
Defendant.

Decree for Pltf,
foreclosure,
805-73

June 1844

Supreme Court

Journal 1 Page 115 73

Record No. 1 Page 484 335

Ex. Doc. Page

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

Thomas P. Watkins

v

Michael Beard

Declaration
Filed April 30. 1842
James H. Gillette
Ast bill made

Recorded

The State of Ohio,
Union County, ss,

Court of Common Pleas,
April Term, 1842

Thomas P. Watkins Plaintiff in this suit, complain of Micheal Beard defendant in this suit, of a plea of Debt, &c.

For that whereas, the said Micheal Beard defendant on the fourth day of March in the year of our Lord one thousand eight hundred and forty at the City of Columbus to wit, at the County of Union aforesaid made his writing obligatory of that date, sealed with his seal and now to the Court here shown, and then and there delivered the same to the said plaintiff and thereby, then and there, bound himself to pay to the said plaintiff or order Three hundred and twenty dollars ~~and~~ with Interest, ~~cents~~, in one year and fifty seven days ~~from the period~~ date thereof, which period has now elapsed ~~has now elapsed~~.

And whereas, also, the said defendant afterwards, to wit, on the fourth day of March in the year of our Lord one thousand eight hundred and forty was indebted unto the plaintiff in the further sum of Three hundred & twenty dollars, for so much money before that time by the plaintiff lent and advanced to, and paid, laid out and expended for, the defendant at his request; also, in the further sum of Three hundred and twenty dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request; also, in the further sum of Three hundred and twenty dollars, for work and labor, then and there done, and materials found, by the plaintiff for the defendant at his request; also, in the further sum of Three hundred and twenty dollars, for so much money then and there received by the defendant for the use of the plaintiff and to be paid unto the plaintiff when he the said defendant should be thereunto afterwards requested: yet the said defendant although often afterwards requested, has not paid the said several sums of money, or any part thereof, to the plaintiff but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the plaintiff One hundred & fifty dollars, and therefore he bring suit, &c.

By Wm Thomas
his atty

Union Common Pleas.

Thomas P. Watkins
vs.
Michael Beard.

Appeal Bond.

Filed Oct. 1, 1842.
John Cassil,
Clerk pro tem

Recorded

Know all Men by these Presents, That we, Michael Beard and John Hutchison are held and firmly bound unto Thomas P. Watkins in the penal sum of seven hundred and sixty 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 first day of October, A.D. 1842.

The condition of the above obligation is such, that whereas the said Michael Beard has taken an appeal from a certain judgment rendered against him in favor of the said Thomas P. Watkins in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August term thereof, A.D. 1842 for the sum of three hundred and twenty dollars debt, forty seven dollars and seventy nine cents damages, and eight dollars and thirty seven cents costs, to the Supreme Court within and for the County aforesaid — Now if the said Michael Beard 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.

Michael Beard (Seal)
John Hutchison (Seal)
(Seal)

Approved by me.
John Cassil,
Clerk pro tem.

760
320
47.79
367.79
2
735.58

Union Supreme Court.

Thomas P. Watkins

vs.

Michael Beard.

Transcript.

Filed May 16, 1843.

J. Cassil,
Clerk.

Recorded

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said County of Union, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Thomas P. Watkins vs. Michael Beard. } August term, 1842.

Debt. Judgment by default for plaintiff.

Debt, $320.00
Damages, 47.79
& for costs.

Notice of appeal by deft".

Witness my hand, and the seal of said Court, this first day of October, 1842.

John Cassil, Clerk.

Union Supreme Court

J. P. Watkins
vs
Michael Beard

State of Ohio, Union County ss:

To the Sheriff of said County, Greeting

Whereas Thomas P. Watkins by his Counsel on the 26th day of June A. D. 1848 in our Supreme Court within and for said County of Union in a certain suit at law therein pending between the said Watkins and Michael Beard, suggested the death of said Beard, and it further appearing that Mary Beard was appointed administratrix and Josiah Fisher administrator of the estate of said ~~Beard~~ Michael Beard this is therefore to command you that you summon the said Mary Beard and Josiah Fisher aforesaid to appear on the 1st day of next term of our said Supreme Court within and for the said County of Union before our judges of this same Court at the Court House in said County and shew cause if any they have why they should not be made defendents in the place of said Michael Beard in the the said suit wherein the said Thomas P. Watkins is Plaintiff and have you then there this writ

Witness John Capsie, Clerk of said Court at the Court House this 3rd day of July A. D. 1848

John Capsie Clerk

Union supreme Court

Watkins
vs
Beard

Filed July 4th 1853
John Cassidy Clk

State of Ohio, Union County, ss;

To the Sheriff of Delaware County, Greeting

Whereas Thomas P. Watkins by his Counsel on the 26th day of June A. D. 1843 in our Supreme Court within and for said County of Union in a certain suit at law therein depending between the said Watkins and Michael Beard, suggested the death of the said Beard, and it further appearing that Mary Beard was appointed administratrix and Josiah Fisher administrator of the estate of the said Michael Beard ~~xxx~~ this is therefore to command you that you summon the said Mary Beard and Josiah Fisher aforesaid to appear on the 1st day of next term of our said Supreme Court within and for the said County of Union before our judges of this same Court at the Court House in said County and shew cause if any they have why they should not be made defendants in the place of the said Michael Beard in the said suit wherein the said Thomas P. Watkins is plaintiff and have you then then this writ

Witness John Cassil Clerk of said Court at the Court House this 3rd day of July A. D. 1843

John Cassil Clerk

In the suit of Thomas P. Watkins vs Michael Beard in the Supreme Court of Union Co. Mary Beard & Josiah Fisher Administrators of the estate of Michael Beard Decd. come and enter themselves parties Deftts in said suit

By Ed W Crawford
their Atty

Union Com. Pleas

Thomas P. Watkins

v. } Summons

Michael Beard

Served by Certified Copy
April 26. 1842
W. W. Stuck Shff

Serv	.35
Mile	5
	40
Copy	15
	55

Filed April 26. 1842
Jas. H. Gill Clerk

Recorded

Suit - but on single bill made that given day - to pay ten hundred and thirty dollars with interest date March 4. AD. 1840 and payable on the 1st day of May AD. 1841 also for goods sold &c
Wm Thomas atty
for Pltf

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon Michael Beard

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 Thomas P. Watkins

in a plea of Debt $320. Damages one hundred & fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of Apl A.D. 1842

Jas. H. Gill CLERK.

Thomas P. Walkins

vs

Michael Beard

Filed Apl 26. 1842

Jas H. Gill Clk

Thomas P. Watkins
v
Michael Beard

In Debt
Debt $320 - Damages $150 -

Issue a Summons returnable forthwith, Indorse, "Suit brot on single Bill under seal given by deft. to pltff. for three hundred and twenty dollars with interest, dated March 4th AD 1820 and payable on the 1st day of May AD 1821 &c. Also for goods sold &c"

Wm Thomas
atty for pltff

To the Clerk of
Union County Common Pleas

No. 42-SC-22

Union Common Pleas Court.

Thomas P. Watkins
Plaintiff,

AGAINST

Michael Beard heirs
Defendant.

MAY TERM, 1847

DECREE FOR PLAINTF

Journal 4 Page 2

Record No. 5 Page 38

Ex. Doc. Page

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

Rec'd this order Nov 25. 1845 Offered the property for sale on the 28. day of March 1846. having previously advertised according to law No bids for want of bid

Dan.

W W Steel Sh. M C

Union Cont Pleas.

Th: P. Watkins

—

M. Beardsheir

Serv 35
Mile 05
adv 25
.65
Printer fees 3,25
3,90

Filed March 28. 1846
Joh Cassil Clk.

State of Ohio Union County ss.

Thomas P. Walkins
"
Mary Ann Beard et al

In Chancery

This cause came on to be heard upon the Bill, Exhibits, and Testimony and the Defendants Mary Ann Beard, Elizabeth Beard, John Beard, Lorenzo Beard, Julia Ann Beard and Selina Beard, still failing to appear and answer, plead or demur to the said Bill the Court on Consideration of the premises do order that the heirs of the said Michael Beard decd be made parties to this Bill and that the Bill be taken for confessed, and the Court having examined the Bill Exhibits and Testimony are of opinion that the law and equity of the case, is with the complainant and that the amount of money due from the Defendant to the said Complainant and secured by the said Mortgage is eight hundred and five dollars and Seventy three Cents, It is therefore ordered that the said Defendants pay to the said Complainants the said sum of Eight hundred and five dollars and Seventy three Cents, and the interest that may accrue thereon and the Costs of this suit to be taxed within twenty days. and on failure thereof that a writ be issued, directed to William W. Steele Sheriff who is hereby appointed Special Master Commissioner for that purpose, Commanding him that he make said sum of money with said interest and Costs together with his accruing costs by a Sale of said Mortgage lands and tenements or so much, thereof as may be necessary And that he cause the lands and tenements in said Bill described or so much thereof as may be necessary, to be sold, in pursuance of and under the forms and restrictions prescribed in the Statute for the sale of lands upon Execution at law And it is further ordered that a Special Mandate be sent to the Court of Common Pleas to Carry this Decree into Execution

Common. Pleas Court May Term. A.D. 1845

Thomas P. Walkins
-
Michael Beardsheir

In Chancery.
On Motion to the Court it is ordered that the appraisement made in this case under the direction of the Sheriff be set aside and that a new appraisement be made of the premises mentioned in the Bill, and continued under former order

Thomas. P. Walkins
-
Michael Beardsheir

August Term A.D 1845.
The Court Examined the Proceedings of the Special Master, and the sale ~~by him~~ of the six and one half acres, by him made, upon the order issued in this case and being satisfied that said Sale has in all respects been made in conformity to the provisions of the Statute in such cases made and provided, do order the Clerk to make an entry on the Journal to that effect, and that he also enter an order to said Special Master to make to said purchaser a Deed for said lands and Tenements so Sold, which is entered accordingly. And Continued under former order,

Thomas P. Walkins
-
Michael Beardsheir

Chy. Oct. Term 1845
Continued under former order,

I. John Cassil Clerk of Com Plea Court Certify the foregoing entries Correctly copied from the Journals of said Court,

Witness my hand and official Seal this 25. day of Nov. 1845
John Cassil Clerk

Watkins
vs
Beard

Filed May 27.
1845 Jno Cassilleth

Dismissed

742 50
2
3)1485 00
495

Thos P. Watkins
v
Beardy Heirs } Chancery

Issue order in
the above Case

May 27th. 1843 — K. Thomas
Atty for Pltff

To the Clerk of
Union Com: Ctas

Watkins
vs
Beardsley

J. S. Watkins
v
Benoni Hein } Chancery

Issue order of Sale

Clerk of Union County
Common Pleas
July 28, 1846

N. Thompson
Atty for Complt

Marysville Oct. 29th 1845 Recd of the Clerk my fee as appraiser in the case of Thomas B. Watkins vs Michael Beard, heirs

Isaac Anderson

Thos. S. Watkins
vs
Michael Beard's Heirs

Jan. 22d 1846 Recd. of the Clerk my fee as appraiser in this case
Alexander R Bowen

Union Com. Pleas

Thomas P. Mathews

v } sub

Michael Beaver

Served by Certified
Copy Aug 30. 1842
W. W. Steele Shff

Serv 35
Mile - 35
Copy .10
.80

Filed Aug 30. 1842
Jas. W. Gill Clerk

Recorded

James Thompson

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

We command you that you summon Michael Beard

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, forthwith,

to answer the matters and charges contained in a Bill in Chancery exhibited against him, by Thomas P. Watkins and this he shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ.

Witness James H. Gill, Clerk of said Court at the Court house in Marysville, this 30th day of August, A. D. 1842.

James H. Gill, Clerk.

J. P. Watkins
vs.
Michael Beard.

Order of Sale, to Sheriff.

Thomas P. Watkins
vs.
Michael Beard.

In Chancery.

This cause came on to be heard upon the bill, exhibits and testimony, and the defendant still failing to appear and answer, plead or demur to the said Bill, the Court, on consid=eration of the premises, do order that the said Bill be taken for confessed; and the Court having examined the bill, exhibits and testimony, are of opinion that the law and equity of the case are with the complainant, and that the amount of money due from the said defendant to the said complainant, and secured by the said Mortgage, is seven hundred and forty two dollars and eighty two cents — It is therefore ordered, that the said defendant pay to the said complainant the said sum of seven hundred and forty two dollars and eighty two cents, and the interest that may accrue thereon, and the costs of this suit to be taxed, within ten days, and on failure thereof, that a writ be issued, directed to William W. Steele, Sheriff, who is hereby appointed special master commissioner for the purpose, com=manding him that he make said sum of money, with said interest and costs, together with his accruing costs, by a sale of said mortgage lands and tenements (or so much thereof as may be necessary) described as follows, to wit: Being all that piece or parcel of land lying on Mill Creek, being part of Survey No. 1307, in the name of Robert Dandridge, and granted by letters patent to Joseph Watkins; beginning at a small dogwood, sugar and hickory; thence S. 81° W. 100 poles to an ironwood, buckeye and hickory; thence N. 9 W. 74 poles to an elm and large rock on Conklins run; thence N. 69 W. 25 poles to the middle of Mill Creek; thence down the same 126¼ poles to a large white oak; thence S. 17½ W. 49½ poles to the beginning, containing seventy four and one fourth acres, more or less. Also, one other piece or parcel of land lying on the north side of Mill Creek, being part of said Survey No. 1307; beginning at a hickory in the north original line; thence with the said original line N. 80° E. 65 poles to the centre

of Mill Creek; thence up the same 70 poles to a stone in Mill Creek opposite a spring; thence passing through said spring N. 9 W. 18 poles to the beginning, containing six and a half acres, more or less - and that he cause the same to be sold in pursuance of and under the forms and restrictions prescribed in the statute for the sale of lands by execution at law, and bring the money arising from said sale to this Court, at the next term thereof. ~~to which~~

I certify the above to be a true copy of the order of the Court of Common Pleas for Union County, made at November term, A. D. 1842.

Witness my hand and seal of said Court, this 23d day of November, A. D. 1842.

John Cassil, Clerk.

Bond

to 3 Mortgage Deed

Watkins

Copy

Recorded in Union
Supreme Court Records
Book Page
John Cassil Clerk

Know all Men by these presents - That whereas Michael Beard of the County of Franklin in the State of Ohio is justly indebted to Thomas P. Watkins of the County of Goochland State of Virginia in the sum of Six hundred and forty dollars, as hereinafter more particularly set forth, and in order to secure the payment of said debt, together with the interest that may accrue thereon he the said Michael Beard does hereby give, grant, bargain, sell, and convey to the said Thomas P Watkins all the following described Real Estate situate in the County of Union and State of Ohio to wit; all that peice or parcel of land lying on Mill Creek, being part of Survey No 1307 in the name of Robert Dandridge & granted by letters patent to Joseph Watkins, Beginning at a small Dogwood, Sugar and Hickory, thence S 81 W 100 poles to an Ironwood, Buckeye & Hickory - Thence N 9 W 74 poles to an Elm and large Rock on Conklins Run, thence N 69 W 25 poles to the middle of Mill creek thence down the same 126¼ to a large white Oak - thence S 17½ W 149½ poles to the beginning - Containing 74¼ acres more or less - Also one other peice or parcel of land lying on the north side of Mill creek being part of said Survey No 1307, Beginning at a Hickory in the north Original line, thence with said original line N 80 E 65 poles to the center of Mill creek, thence up the same 70 poles to a stone in Mill Creek, opposite a spring, thence proper through said spring N 9 W 18 poles to the beginning - Containing 6¼ acres more or less - To Have and to Hold the said premises, with the improvements, rights, privileges and appurtenances thereunto belonging or in any wise appertaining unto him the said Thomas P Watkins and unto his heirs and assigns Forever - Provided always and these presents are upon this express Condition, that whereas the said M. Beard hath this day executed two several Bonds the one made payable to said Thomas P Watkins or order on the 1st day of May 1841, For three hundred and twenty dollars with interest thereon, and the other made payable on the 1st of May 1842 to the said Watkins or order for three hundred and twenty dollars, with interest thereon - Now if the said Michael Beard or his heirs

or legal representatives shall pay said sum of money as required by said notes or obligations or cause the same to be paid to the said Thomas Pratkins or his assigns, when the same becomes due, agreeably to the true intent and meaning thereof, together with the interest that may accrue thereon, then this conveyance and every thing herein contained is to be void and of no effect whatever, any thing herein to the contrary notwithstanding – But in case of the failure to pay as aforesaid then it is to be and remain in full force and virtue in law as a mortgage deed – In testimony of all which, the said Michael Beard hath hereunto set his hand and seal this 4th day of March in the year of our Lord 1840

Signed sealed & acknowledged in presence of us
Thomas Wood
C. Higgins

Michael Beard (L.S.)
O Py

State of Ohio Franklin Co ss

Before me Thomas Wood a justice of the peace in and for said County, personally appeared the above named Michael Beard and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed, given under my hand this 4th day of March AD 1840

Thomas Wood Jus of Peace
O Py

Filed for record Oct 1st AD 1840 at 10 o'clock A.M. and recorded the same hour in Vol. 8. page 15 & 16

P. B. Shurtz
Recorder of Union County
O Py

Union Supreme Court.

Thomas P. Watkins

vs.

Michael Beard.

Transcript.

Filed May 16, 1843.

J. Cassil,

Clerk.

Recorded in Union Supreme Court Records Book No 1 Page 338 & 9

John Cassil Clerk

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said County of Union, do hereby certify that the following decree is truly copied from the Journals of said Court, to wit:

"Thomas P. Watkins } November term, 1842.
vs. } In Chancery.
Michael Beard. }

This cause came on to be heard upon the bill, exhibits and testimony, and the defendant still failing to appear and answer, plead, or demur to the said Bill, the Court, on consideration of the premises, do order that the said Bill be taken for confessed, and the Court having examined the bill, exhibits and testimony, are of opinion that the law and equity of the case are with the complainant, and that the amount of money due from the said defendant to the said complainant, and secured by the said mortgage, is seven hundred and forty two dollars and eighty two cents. It is therefore ordered that the said defendant pay to the said complainant the said sum of seven hundred and forty two dollars and eighty two cents, and the interest that may accrue thereon, and the costs of this suit to be taxed, within ten days; and on failure thereof that a writ be issued, directed to William W. Steele, Sheff, who is hereby appointed Special Master Commissioner for that purpose, commanding him that he make said sum of money with said interest and costs, together with his accruing costs, by a sale of said mortgage lands and tenements (or so much thereof as may be necessary) and that he cause the lands and tenements in the said bill described (or so much thereof as may be necessary) to be sold in pursuance of and under the forms and restrictions prescribed in the statute for the sale of lands by execution at law - and that he make report of his proceedings, and bring the money arising from said sale, to this Court, at the next term thereof, to which time this cause is continued.

Notice of appeal by defendant."

Witness my hand, and the seal of said Court, this 12th day of December, 1842.

John Cassil, Clerk.

Sir

Columbus July 19. 1844

Please Issue Executions in the following Cases Sent down from the Supreme Court at their last term

Thomas P. Watkins
v.
The Heirs of Michael Beard
&c &c

} In Chancery
When time Expires
for payment

Proof of Notice

Filed May 4th 1867
John Coffeil, Clerk

Master's Sale.

THOMAS P. WATKINS vs. MICHAEL BEARD'S heirs. } UNION COMMON PLEAS.

BY virtue of an order in this case directed to me, I will offer for sale at the door of the Court House in the town of Marysville, on the 18th day of March, 1847, between 10 o'clock, A. M., and 4 o'clock, P.M., 74¼ acres of land, part of survey No. 1307, beginning at a small dogwood, sugar and hickory; thence s 81 w 100 poles, to an ironwood, buckeye and hickory; thence n 9 w 74 poles to an elm and large rock on Conklin's run; thence n 69 w 25 poles to the middle of Millcreek; thence down the same 126¼ poles to a large whiteoak; thence s 17½ w 49 1-8 poles to the beginning. Appraised at ten dollars per acre. Terms, cash in hand.

PHILIP SNIDER,
Sheriff, & Special Master in Chancery.
Feb. 17, 1847. n40w5

~~Chancery~~

Personally appeared in Open Court P. B. Cole and made solemn oath that the notice hereto attached, was published for 30 days next after the 17th day of Febt AD 1847 in a newspaper called the Argus published by the said Cole in Union Co Ohio

P B Cole

Sworn to and subscribed before me John Capill Clerk this 24th day of May AD 1847

John Capill, Clerk

July 3. 1848. Served on the said Elizabeth Beard personally by copy as to the others not found in my bailiwick

Shff Fees Service .25
Mil 1.50
Copy .25
Dokt .50
$2.50

Wm Donnegan Shff

Union Supreme Court

Thomas P Watkins
vs
S. Chaney
Michael Beard

Filed July 5th 1848
John Boyd Clk

Mr Langford in Franklin

State of Ohio } ss
Union County }

To the Sheriff of Franklin County Greeting.

Whereas Thomas P Watkins by his Counsel on the 26th day of June in our Supreme Court within and for said County of Union, in a certain Suit in Chancery therein pending between the said Watkins and Micheal Beard, suggested the death of said Beard, and whereas it further appearing that the said Beard left as his heirs at law. Mary Ann Beard, Elizabeth Beard, John Beard, Lorenzo Beard Julia Ann Beard, and Selina Beard, this therefore is to command you, that you summon the said Mary Ann Beard, Elizabeth Beard John Beard, Lorenzo Beard, Julia Ann Beard and Selina Beard, to appear on the 1st day of the next term of our said Supreme Court within and for the said County of Union, before our Judges of the same Court, at the Court House in said County, and show cause if any they have why they should not be made defendants in place of the said Micheal Beard in said Suit wherein the said Thomas P Watkins is Complainant, and have you then and there this writ

Witness John Capsil Clerk of said Court at the Court house in Marysville this 26th day of June A. D. 1843

John Capsil Clerk

State of Ohio Union County ss.

Personally appeared the within named appraisers, and were duly sworn according to law, on the 19th day of July 1818.

Wm. S. Hedges Appraiser
Master in Chancery

Thomas P. Watkins
v
Michael Beard

Appraisment

1 40
12
80
40
10 | 4,80 (48

Union Comn Pleas

Thomas P. Watkins
v s
Michael Beard

We the undersigned being Caled upon by ~~Wm M. Robinson Sheriff of Union County Ohio and~~ Wm W. Steele special master commisioner - to apprais the following Tracts of Lands. Described and bounded as follows to wit - Part of survey No 1307 in the name of Robert Landridge and granted by ~~pa~~ letters Patent to Joseph Watkins. Begining at a Smal Dogwood Sugar & Hickory - thence S 81° W 100 poles to an Ironwood Buckeye & Hickory - thence N 9° W 74 poles to an Elm & Large Rock on conklins Run thence N 69° W 25 poles to the middle of Milcreek thence down the same 126 ¼ poles to a Large White oak thence S 17½° W 49½ poles to the begining - Containing Seventy Four and one Fourth acres more or less - Also on other Lot or parcill of Land Lying on the North side of Milcreek being a part of Said Survey No 1307. Begining at a Hickory in the North original Line of said survey. thence with the said original Line N 80° E 65 poles to the center of Milcreek thence up the same 70 poles to a Stone in Milcreek oposite a Spring thence passing through said Spring N 9° W 18 poles to the Begining - Containing Six & one Half acres more or less - after having been duly sworn by Said ~~Sheriff~~ & Special master - and upon actual view we do apprais Said Lands as follows to wit - The 74¼ acres at Ten dollars per acre and the 6½ acres at one hundred and twelve dollars pr Acre Given under our hands and Seals this 21st day of July AD 1845.

Wm Hickey Seal
A R Bowen Seal
John Henderson Seal

Union supreme Court

J. P. Watkins

vs

Michael Beard, his

Served by Certified Copies on the within March. 8. 1844.

Wm W Steele Sheff U. C. O.

Serv — 1.35
Mile — .40
Copies 1.20
Sheff's Total $ 2.95

Filed March 9. 1844

John Cassil Clk S.C.U.C.O

State of Ohio }
Union County } ss

To the Sheriff of Union County Greeting

Whereas Thomas P Watkins by his counsel on the 26th day of June in our supreme Court within and for said County of Union in a certain ~~[illegible]~~ suit in Chancery therein pending between the said Watkins and Michael Beard, suggested the death of said Beard, and whereas it further appearing that the said Beard left as his heirs at law Mary Ann Beard, Elisabeth Beard, John Beard, Lorenzo Beard Julia Ann Beard and Selina Beard, this is therefore to command you that you summon the said Mary Ann Beard, Elisabeth Beard, John Beard, Lorenzo Beard, Julia Ann Beard, and Selina Beard to appear on the 1st day of the next term of our said Supreme Court within and for the said County of Union, before our judges of this same Court at the Court house in said County, and shew cause if any they have why they should not be made defendants in the place of the said Michael Beard in the said suit wherein the said Thomas P. Watkins is complainant and have you then and there this Writ

Witness John Capsil Clerk of said court at the court house this 26th day of June A.D. 1873

John Capsil Clerk

Common Pleas Court May Term AD. 1845.

Thomas P. Watkins
~
Michael Beard } On Chancery.

On motion to the Court, it is Ordered that the appraisement made in this case under the direction of the Sheriff be set aside as that a new appraisement be made of the premises mentioned in the Writ, and Continued under former order

I John Cassil Clerk of said Court do certify the foregoing entries to be correctly taken from the Journals of the Supreme and Common Pleas Courts

Witness my hand and seal of Office this 19. day of June AD 1845.

John Cassil Clk

Read this order June 19. 1845. Had the land appraised by the Oath of A R Brown N Richey & John Anderson the 74 1/4 Acre lot at 10$ per Acre and the 6½ acre lot at 112½ per Acre. I offered the same for Sale on the 18th day of August 1845. Having previously Advertised, agreeable to the State, and the same being so extended as aforesaid, for sale the Right and Title was sold and struck off to Jacob S. & Henry P. Fleltner for the sum of Four hundred and Eighty nine dollars

Union Com^n Pleas

Thomas P. Watkins
~
Michael Beard

Order of Sale

he being the highest and best bidder therefor and that amount being the 2/3 of the Appraised value thereof — the residue not sold, for want of bidders

Aug 18. 1845 M. M. Beck ~~Master~~

Received Master — Ch

Serv.	35
Mile	35
Copy of ap	20
Inquest	1.00
Poind	9.72
Adv	.25
	$11.87
Prfee	4.50
	16.37
Appr	1.50
	17.87

State of Ohio Union County ss.

Thomas J Watkins
~
Mary Ann Beard et al

In Chancery.
This cause came on to be heard upon the Bill Exhibits and Testimony

And the Defendants Mary Ann Beard Elizabeth Beard John Beard Lorenzo Beard Julia Ann Beard and Selina Beard still failing to appear and answer, plead or demur to the said Bill the Court on Consideration of the premises do order that the heirs of the said Michael Beard decd be made parties to this Bill and that the Bill be taken for Confessed And the Court having examined the Bill Exhibits and Testimony are of Opinion that the Law and Equity of the Case is with the Complainant and that the Amount of Money due from the Defendant to the said Complainant and secured by the said Mortgage is Eight hundred and five dollars and Seventy three Cents It is therefore ordered that the said Defendant pay to the said Complainant the said sum of Eight hundred and five dollars and Seventy three Cents and the interest that may accrue thereon and the Costs of this suit to be taxed within twenty days, and on failure thereof that a writ be issued, directed to William W. Steele Sheriff who is hereby appointed Special Master Commissioner for that purpose, Commanding him that he make said sum of money with said interest and Costs together with his accruing Costs by a Sale of said Mortgaged Lands and tenements or so much thereof as may be necessary. And that he cause the lands and tenements in said Bill described or so much thereof as may be necessary, to be sold in pursuance of and under the forms and restrictions prescribed in the Statute for the sale of lands upon Executions at Law,

And it is further ordered that a Special Mandate be sent to the Court of Common Pleas to Carry this decree into Execution

and the interest that may accrue thereon and the costs of this suit to be taxed, within twenty days, and on failure thereof that a writ be issued, directed to William W. Steele Sheff, who is hereby appointed Special Master Commissioner for that purpose commanding him that he make said sum of money with said interest & costs, together with his accruing costs, by a sale of said Mortgaged land and tenements (or so much thereof as may be necessary) and that he cause the lands and tenements in the said Bill described (or so much thereof as may be necessary) to be sold in pursuance of, and under the forms and restrictions prescribed in the statute for the sale of lands by Execution at Law. ~~and at~~ In testimony whereof I have hereunto set my hand and fixed the seal of said Court at Marysville this 3rd day of January A. D. 1845

John Cassil, Clerk

Fees
Service - - - $0.50
Papers & C - - 1.00
Mileage - - - 6.40
advertising - - 2.00
Crier's fees 3.25
Commissions
fees - - - 1.50
$14.65
Nov 1845
John Cassil, Clerk

Received this writ January 5th 1845 — proceeded to have the above lands and tenements, more particularly described in the bill appraised on the 15th day of January 1845 — by the oath of Isaac Anderson James Thompson and W. W. Woods — and advertised the same for sale on the 22nd day of February 1845 in the Argus a paper of general Circulation in said County of Union — February 22nd 1845 - offered the above lands and tenements for sale at the door of the Courthouse in said County and not sold for want of bidders — Wm M. Robinson Sheriff

Filed Jan 3rd 1845
Mary E. Matthews
vs
The Heirs of W. Beard, &c

The State of Ohio Union County, ss.

I, John Cafsil, Clerk of the Court of Common Pleas, within and for the County of Union & State of Ohio, do hereby certify that the following Order was sent down on the 24th day of June A.D. 1844 to this Court on Special mandate from the Supreme Court for the purpose of carrying the same into execution, in this Court, to wit;

Thomas P. Watkins vs Mary Ann Beard, Elisabeth Beard, John Beard, Lorenzo Beard, Julia Ann Beard, and Selina Beard, Heirs at law of Michael Beard Decd.	Supreme Court June Term A.D. 1844 In Chancery This cause came on to be heard upon the bill, exhibits, and testimony, and the

defendants, Mary Ann Beard, Elisabeth Beard John Beard, Lorenzo Beard, Julia Ann Beard and Selina Beard, heirs at law of Michael Beard, decd still failing to appear and answer, plead, or demur to the said Bill, the Court, on consideration of the premises, do order that the said heirs of Michael Beard, decd be made parties to this bill and that the Bill be taken for confessed, and the Court having examined the bill, exhibits and testimony, are of opinion that the law and equity of the case is with the complainant, and that the amount of money due from the said defendant to the said complainant, and secured by the said Mortgage, is Eight hundred and five dollars and seventy three cents. It is therefore ordered that the said defendants pay to the said complainant the said sum of Eight hundred and five dollars and seventy three cents

Union County
Thomas P. Watkins
vs
Michael Beard, Heirs

Filed May 4, 1847
John Cupid Clerk

Received this writ February 4th 1847. In obidience to the within command I duly advertised the land described in the decree mentione for sale by publication in the Argus A newspaper publishe and in general Circulation in Union County Ohio for thirty days previous to the day of sale. I afterwards, to wit; on the 18th day of March A.D. 1847 between the legal hours of Ten O.clock A.M. and Four O.clock P.M. in pursuance of said notice proceeded to offer said land for sale at public auction at the door of the Court house in Marysville in said County. and sold the same to Thomas P. Watkins for Six dollars and sixty six and two third cents per acre he being the highest and best bidder therefor and that being two thirds of the appraised value thereof

Fees= Advertising 25
mileage 5
service 35
Printers Fee $2.75

Philip Snider Sheriff

The State of Ohio Union County ss

To the Sheriff & Special Master in Chancery, Greeting
We command you that of those lands and tenements of the Estate of Michael Beard, decd. which according to a Decree in the Supreme Court at its June Term 1844 and sent to the Common Pleas on Special Mandate, you caused to be appraised but which as yet remain unsold as you have certified to satisfy Thomas S. Watkins the sum of eight Hundred and five dollars & seventy three cents you cause to be made the sum aforesaid and have the same before the said Court of Common Pleas at the Court House in Marysville on the first day of this next term to render unto the said Thos. S. Watkins and have you then there this writ

Witness John Cassil Clerk of said Court at the Court House aforesaid this fifth day of February A.D. 1847 John Cassil, Clerk

Union Common Pleas

Watkins

vs

Beard

Appeal Bond

Filed Dec 12th 1842
John Cassil
Clerk

Recorded in Book
No 1 Page 339 Supreme Court Records
Union Co O J Cassil Clk

Know all men by these presents that we Michael Beard A. Hall & Ralph Graham are held and firmly bound unto Thomas P. Watkins in the penal sum of fifteen 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 12th day of Dec A. D. 1842

The condition of the above obligation is such that whereas the said ~~Thos P. Watkins~~ Michael Beard has taken an appeal from a certain decree rendered against him in favour of the said Thos P. Watkins in the Court of Common Pleas within and for the County of Union in the state of Ohio at the Nov term thereof A. D. 1842 for the sum of seven hundred and forty two dollars and eighty two cents and eight dollars and ninety six cents costs to the supreme Court within and for the County aforesaid Now if the said Michael Beard shall pay the full amount of the condemnation in the said supreme Court and costs in case a decree shall be entered therein in favour of the appellee then this obligation shall be void otherwise in full force and virtue in law

Michael Beard
A Hall
Ralph Graham

742.82
2
1485.64
17.92
1503.56

8.96
2
17.92

742.82
8.96
751.78
1503.56

Z. B. Watkins
vs
M. Beards Heirs

On Sale
Recd. of John Capsil, Clerk fifty cents
as appraisers fee in the case of Watkins
vs Beards Heirs

Sept. 25th 1846 John Henderson

Thos. D. Watkins } Chancery
Benjn. Hess } Upon Executors

Apl 14th 1846

N. Thomas
Atty for Ltff

No. 42-SC-22

Union Common Pleas Court

Thomas P. Watkins
Plaintiff,

against

Mary Ann Beard et al
Defendant.

JUN TERM, 1844

Decree for Plaintiff
$803.73

SC

Journal 3 / Page 259 75

Record No. 1 Page 335

Ex. Doc. Page

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

Union Supreme Court

Thos D Watkins

vs

Mary Ann Bond et al

Filed June 28 1844

John Carrel 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 Thomas D Watkins to have execution of a certain decree rendered in his favour against Mary Ann Beard, Elizabeth Beard John Beard Lorenzo Beard, Julia Ann Beard & Delina Beard heirs at Law of Michael Beard deceased by our Supreme Court within and for the said County of Union on the 24th day of June AD 1844 for the sum of $805.73. and $11.89 costs and $9.77. costs in Com Pleas

Witness John Cassil Clerk of said Court at the Court House in Marysville this 28th day of June A.D. 1844

John Cassil Clerk

Thomas P. Watkins
vs
M Reeds heirs } on Sale

Recd of John Lowrie Clerk three dollars and 25 cents prentiss fees in this case Nov 6 1845

Cole & Lawrence

Per P. B. Cole

Watkins

vs } Bill in Chancery

Beard

Recorded

Filed Aug. 30. 1842

James H. Gill Clerk

Sale confirmed & deed
ordered May T. 1847

Cost Bill made

Sale confirmed & deed
ordered May Term 1847

Recorded in Union
Supreme Court
Records Book page
John Cassit Clerk

Upon supoena return
=able forthwith

To The Honorable Court of Common Pleas for the County of Union in Chancery sitting

Thomas P Watkins of the State of Virginia represents that Michael Beard of the County of Union and State of Ohio (and whom your orator prays may be made defendant to this Bill) being or pretending to be seized in fee simple, of a certain tract of Land, situate in said County of Union and described as follows, to wit: Being all that peice or parcel of land lying on Mill Creek, being part of Survey No 1307 in the name of Robert Dandridge and granted by letters patent to Joseph Watkins - Beginning at a small Dogwood Sugar & Hickory - Thence S 81° W 100 poles to an Linnwood, Buckeye & Hickory; Thence N 9 W 74 poles to an Elm & Large Rock on Conklins Run - Thence N 69 W 25 poles to the middle of Mill Creek, Thence down the same 126 poles to a [illegible] White Oak - Thence S 1½ W 47 [illegible] to the Beginning, Containing Seventy four and one fourth acres more or less — Also one other peice or parcel of Land lying on the North side of Mill Creek being part of said Survey No 1307 - Beginning at a Hickory in the north original line - Thence with the said Original line N 80° E 65 poles to the center of Mill Creek Thence up the same 70 poles to a Stone in Mill Creek opposite a Spring - Thence passing through said Spring N 9 W 18 poles to the beginning - Containing Six and a half acres more or less — And the said Michael Beard being justly indebted to your Orator in the sum of Six hundred and forty dollars, to secure the payment of which with lawfull interest, the said Michael Beard did by his deed duly executed and dated on the 4th day of March A.D. 1840 convey in fee simple to your orator the above described premises, But subject nevertheless to a condition of defeasence on the payment of three hundred and twenty dollars

with lawful interest on the 1st day of May AD 1841 and three hundred and twenty dollars with lawful Interest on the 1st day of May AD 1842 thence next ensuing, as in and by said deed of Mortgage, a copy of which is herewith filed and made a part of this Bill, will more fully appear. Your orator further ~~your Orator further represents that neither the said sum of three hundred and twenty dollars due on the 1st day of May AD 1841 & any part thereof was paid to your Orator at the time limited in that behalf;~~ whereby the legal estate in said premises became vested in your orator, redeemable nevertheless in equity on the payment of principal and Interest due and to become due thereon; That the said sum of Six hundred and forty dollars principal, and a large amount of Interest thereon being due, he applied to the said Micheal Beard and requested him to pay the same to your orator, which he has then & wholly neglected and refused to do.

That neither of the said sums of three hundred and twenty dollars due on the 1st day of May AD 1841 and the 1st day of May AD 1842 was paid to your orator at the time limited in that behalf, or any part thereof.

Your petitioner therefore prays, that a writ of Supeena may issue against the said Micheal Beard, that he may be compelled to answer all and singular the premises, that an account may be taken of what is due to your Orator for his principal and Interest upon said Mortgage, that said mortgaged premises may be sold and the proceeds thereof be applied to the satisfaction of said principal and Interest; and that your Orator may have such other and further relief in the premises as equity and good Conscience may require.

W. & K. Thomas
Sol.rs for Pltff

MASTER'S SALE.

Thos. P. Watkins vs. Michael Beard's heirs.

I will offer for sale at the door of the Court House in the town of Marysville, on the 18th day of August A. D. 1845, between the legal hours, 81¼ acres of land No. 1307, described as follows: 74¾ acres, beginning at a small dogwood, sugar, and hickory, thence south 81 west 100 poles to an ironwood, buckeye, and hickory, thence north 9 west 74 poles to an elm and a large rock on Conklin's run, thence north 69 west 25 poles to the middle of Mill creek, thence down the same 126¼ poles to a large white oak, thence south 17½ west 49½ poles to the beginning. 6½ acres, beginning at a hickory in the n original line of said survey, thence with said original line n 80 east 65 poles to the centre of Mill creek, thence up the same 70 poles to a stone in Mill creek opposite a spring, thence passing through said spring north 9 west 28 poles to the beginning. Terms, cash in hand.

W. W. STEELE, Special Master in Chancery.

July 18, 1845.

The State of Ohio Union County } Union Common Pleas August term 1845

Personally appeared in ~~open court~~ the capital [redacted] and upon his oath says that the annexed Notice was published in the Argus a newspaper publishing in the Town of Marysville Union County Ohio thirty days preceding to the 18th day of August last —

John Capel

Sworn to and subscribed in open court this 19th day of August 1845

James Freeman Clk

No. 42-SC-23

Union Common Pleas Court.

Joseph C Phifer — Plaintiff,

AGAINST

Samuel Kirk — Defendant.

Supreme Court,
July 1847.

Judgment Defendant
No Record

Journal 1 Page 102

Record No. Page

Ex. Doc. Page

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

Prim Com pleas

P. C. Phifer

Comm'

vs

Sam'l Sink

Served by reading to Sa' Johnson & David Johnston by Copy on J. Bayliss Aug 6. 1842. & by reading to M Mason W W Woods & J D Irwin Aug 10th 1842 — Mr Phifer & Stacy Smith not found, J C Lines by reading Aug 17 1842 W Steele Shff

Serv	1.12
Mile	60
Copy	10

Filed Aug 18th 1842

James H Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Maine Train J. A. C. Lines W. W. Woods John C. Irwin Stacy Smith Wm. Phifer James Johnson & Josiah Baylis Lewis Thurston

to be and appear before our 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

Joseph C. Phifer

in a certain matter in controversy in our said Court depending: wherein said J. C. Phifer is - - - - - - - - - - - - plaintiff, and Samuel Kirk - - - - - - - - - - - - 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 said Court at the Court house aforesaid, this 6th day of August A. D. 1842

James H. Gill CLERK.

Union Com. Pleas

Joseph C. Phifer

vs } Lib

Samuel Hirk

Served by Copy on
Geo Southard, Jonathan
Woodcock, Stacy Smith,
Wm Phifer, W Thurston,
James Johnson, J Bay-
-liff, Oct 20. 1841. reading
to Mains Mann Oct 21.
Dannes & Lines Oct 28

W M Slade Shff

Serv — 1.37½
Mile — 1.05
Copies 70
3.12+

Filed Oct 29. 1841
Sal. H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Marius Mason Jas C. Dynes W M Woods Jno D. Irwin George Southard Johnathan Woodcock Stacy Smith Wm Phifer D. Thurston James Johnson J. Bailis

to be and appear before our 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 Joseph C. Phifer

in a certain matter in controversy in our said Court depending: wherein Said Phifer is plaintiff, and Samuel Kirk 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 said Court at the Court house aforesaid, this 17th day of October A. D. 1841.

James H. Gill CLERK.

Union Com. Pleas

Samuel Kirk
cds } Sub.
Joseph C. Pfifer

Served by reading to Hiram Beal Nicholas Beal Jas R Smith W Hartford Wm McGuinep Jacob Echeart & by copy to Wm Beal Oct 20. 1841 by reading to James C. Dixon Oct 28. N N Steele Shff

Service — 100
Mile 95
Copy — 10
205

Filed Oct 29. 1841
Jas H. Gill Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Hiram Beal James C. Dines James R. Smith Wm Beal Wm Hartford Nicholas Beal Jr & Jacob Eckert Wm McGrew

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Samuel Kirk in a certain matter in controversy in our said Court depending: wherein Joseph C. Pfifer is plaintiff, and Said Kirk 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 said court at the court house aforesaid, this 20th day of October A. D. 184[illegible].

James H. Gill CLERK.

Union Com Pleas.

Joseph C. Shafer

vs } Sub

Samuel Rish

Served by reading to
Marius Wason
James C Dones
Wm W Woods
Jas D Irvin
Wm Shafer
D Johnston
James Johnston —
by Copy on Stacy Dimock
& Josiah Baylis —
Johnathan Wilcox
by reading to Geo Southard
Aug 18th 1841 Wm W Stub Shff

Service —	1.37½
Mil	80
Copies —	30
	2.47

Filed August 10. 1841

James A Gee Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Mains Watson James C Dynes W. W. Woods John D Lewis George Southard Johnathan Woodcock Stacy Smith Wm Phifer D Thurston James Johnson & P. Baylis to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next term, to testify and the truth to speak on behalf of Joseph C. Phifer in a certain matter in controversy in our said Court depending: wherein Said Phifer is plaintiff, and Samuel Wilkis 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 said court at the court house aforesaid, this 29th day of July A. D. 1841.

James H. Gill Clerk.

Joseph C Phifer
vs } Joinder
} in Demurrer

Samuel Rest

Filed Nov. 3. 1841
James H. Gillelen

Joseph C Phifer } Senior Coin Pleas
vs } on Demurrer, Trespass on the Case
Samuel Kerk }

And the said Joseph C Phifer says that his Declaration aforesaid to especially the two first Counts are sufficient in law to maintain his action aforesaid & that he is ready to verify the same. Wherefore he prays Judgement & his damages aforesaid to be adjudged to him

By Curry & Cole
his attys

1 J. W. Fuller
3 W. Hartford
3 Scott Hartford
4 Jacob Eckhart
4 Elizabeth Eckhart
2 Wm McGinnis
Virginia Beal

Union Conc. Pleas

Saml. Kirk

ads 3 Sub.

Joseph C. Phifer

Served by reading to James R. Smith Nicholas Beal Wm Beal & Wm Hartford by copy on Hiram Beal Jacob Eckhart Wm McGinnis Aug 9. 1841

Wm Wstele Sheff

Service	87½
Fees	90
Copies	30
	2.07½

Filed August 10. 1841

James H Gillelle

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Hiram Beal [redacted] James R. Smith Nicholas Beal – Wm Hartford Jacob Echart – Wm McFarnes Wm Beal

to be and appear before our 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 Samuel Kirk

in a certain matter in controversy in our said Court depending: wherein Joseph C Pepper plaintiff, and Samuel Kirk 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 said Court at the Court house aforesaid, this ninth day of August A. D. 1841.

James H. Gill CLERK.

Union Common Pleas.

Jos. C. Shifer
vs
Samuel Kirk

Served by reading
Aug 30. 1842
W. D. Stub Shff

Serv 12½
Mile 5
17½

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon George Sudeth

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Joseph C. Phifer in a certain matter in controversy in our said Court depending: wherein Joseph C. Phifer is — plaintiff, and Samuel Kirk 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, Clerk of said court at the court house aforesaid, this 30th day of August A. D. 1842.

James H. Gill, CLERK.

J. C. Phipps

vs

Samuel Stirts

Filed June 12. 1844
John Cassil Clerk

Issued June 12. 1844
John Cassil Clerk

Kirk
ads
Phifer

Court
1844

Irwin Beal Wm Hartford Jacob
Lehart Wm McGinnis James R. Smith Thos
Harsha Wm Beal are wanted as witnesses
in behalf of Defs.

Wm C. Lawrence
atty for Defts

Phifer adr
v
Kirk

Settlement
in
Supreme Court

Filed May 4th 1847
John Cassil, Clerk

Joseph C Phifer
v
Saml. J Kirk

On Appeal to the Supreme Court now pending

By Consent of Parties this suit is dismissed. The defendant to pay the Costs which remain unpaid —

J J Kirk

May 4 1847.

Charity Phifer Adx of Joseph C Phifer

Filed June 20. 1846
John Cassil Clk

Samuel F. Kirk
vs
Joseph C. Phifer

Sup Court Fortiori
June term 1846

Hiram Beal Wm Hartford Jacob Eck
at Wm McGinnis James R Smith Thos Harsha
& Wm Beal are wanted as witnesses on behalf of
deft at the next term

Wm C. Lawrence
atty for deft

Served June 12th 1846 on James Johnson by copy — and James C Lines Thomas Hasson H. H. Hoods Ephraim Harrington by reading — H. H. Hoods & Thomas Hasson Non-suited There fees which were not paid

W. W. McLean Dep Sh

Union Sup. Court

J. C Phifer

v

Saml Phifer

service —	$0 62½
Mileage —	0.80
Copy —	10
	$1,52½

Wm W Robinson
Sheriff

Filed June 23. 1846
John Cassil Clk

10
5
86

State of Ohio Union County ss.

To the Sheriff of said County Greeting

We Command you to summon James Johnson James C. Dines Mains Mason W. W. Woods & Ephraim Garrington to be and and appear before, the Judges of our Supreme Court, within and for the County of Union and State of Ohio at the Court House in said County on the day of June AD 1846. 9 O Clock A.M. To testify and the truth to speak in a certain matter pending in said Court wherein Joseph C. Phifer is Plaintiff and Samuel Kirk Defendant and this they shall in no wise omit, and have you then there this writ, Witness John Cassil Clerk of said Court at the Court House aforesaid this 11th day of June AD 1846 John Cassil Clerk

Union Supreme Court

Joseph C. Pfeifer

vs

Samuel Kirk

Dec for Mit

Filed June 14. 1844
John Cassil Clerk

Issued June 14. 1844
John Cassil Clerk

Joseph C Pfeifer
vs
J. Kirk

Union Co S. Court
June Term 1844

Issue a Subpoena for James Johnson Stacy Smith J. C. Dynes M. Barron W. Woods & Sherman Farrington, wit for ~~Deft~~ Pltff

P. B. Cole Atty for Pltff

June 15, 1844.

To the Clerk of the Supreme Court,

Brief,
of the Case of
Rhifer vs. Kirk

13/59

Phifer vs. Kirk.

Appealed from
Union Common Pleas:

In Union Supreme Court.

Case, for false representation.

With the Ordinary Counts,
There is joined a Count in Trover.

Plff. alleges, and will prove, in substance as follows: Kirk had a judgt. vs. Phifer and one Hathaway in Union Common Pleas, upon which execution issued and was levied on a large amount of Phifer's personal property. The property was advertised for sale by the sheriff; and on the day of the sale several persons attended for the purpose of bidding. But Kirk, who was also in attendance, falsely and fraudulently represented that he was bidding upon the property and would ~~[illegible]~~ buy it, for the express purpose of saving it for Phifer, and that it should not be removed from Phifers possession. By reason of this statement of Kirk the other bidders in attendance at the sale were prevented from bidding, and the property was knocked down to Kirk at a great sacrifice, and he immediately removed it and appropriated it to his own use.

Union Supreme Court

Joseph C. Phifer

vs

Samuel Kirk

Pltffs Witnesses

Service -	.75
Mile —	75
Copies	30
Sheff Fee	$ 1.80

Filed June 15. 1844
John Cassil Clerk

Served by reading to defendant June 14. Mains Mason
W W Woods by reading June 15. by Cotsy a stacy
Smith James Johnson & Ephraim Yannyts
June 15. 1844.

W. W. Steele Sheriff

M. Mason & W W Woods demanded their fee
not paid for want of funds.

W. W Steele Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Johnson, Stacy Smith, J. C. Dynes, M. Grasson, W. Woods & Ephraim Yarrington

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court house in the town of Marysville, on the first day of next Term, 8 o'clock, A. M. to testify and the truth to speak on behalf of the Plaintiff in a certain matter in controversy in our said Court depending: wherein Joseph C. Phifer is plaintiff, and Samuel Wirk is defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 14th day of June A. D. 1844.

John Cassil, Clerk.

Filed May 26th 1843
John Caspil Cl.
P. T.

Supreme Court U. S.

Joseph C. Pfefer
vs
Samuel Kirk

Sub. for Pifen Wit.

Served by Copy on J. Johnson May 19. by reading to M Mason May 20. 1843 + John H Irwin same day to J le Lines + W W Woods May 23 1843, Stacy Smith not found May 23/43
W H Steel Sheff

All demanded their fee but S. Johnson

Serv	.75
Mile	.05
	.80

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Elias Wason, James C Dyne, W. W. Wood, John D. Irwin, Stacy Smith & James Johnson

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court house, in the town of Marysville, on the 26th day of June next at 9 o'clock A. M. ~~forthwith~~, to testify and the truth to speak on behalf of Joseph C Shifer

in a certain matter in controversy in our said Court depending: wherein Joseph C. Shifer is

plaintiff, and Samuel Kirk 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~~, John Capel Clerk pro tem of said court at the court house aforesaid, this nineteenth day of May A. D. 1843.

John Capel CLERK. Pro tem

Union Supreme Court

Joseph C Shipley
vs
Samuel Kirk

Defts Witnesses

Sew — 1.00
1 05
$2.05

Filed June 24. 1844
John Cadwell Clerk

Served by reading to all the within recpts
S. Mathaway
Mathaway June 19 — & to 29.
Mathaway June 20. 1844
W. W. [illegible]

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Hiram Beal, Wm Hartford, Jacob Eckart Wm McGinnis James P. Smith, Thomas Harsha Wm Beal David H. Hathaway

to be and appear before our Supreme Court ~~of Common Pleas~~ of said County, at the Court house in the town of Marysville, on the first day of next Term, 8 o'clock, A. M. to testify and the truth to speak on behalf of the Defendants in a certain matter in controversy in our said Court depending: wherein Joseph C. Phifer is plaintiff, and Samuel Kirk is defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 12th day of June A. D. 1844,

John Cassil Clerk.

foregoing Deposition by them respectively subscribed were reduced to writing the said Josiah Bayles testimony was reduced to writing by me and the said Arthur Corbitt reduced his testimony to writing himself and were taken at the time and place specified in the inclosed notice In testimony whereof I have hereunto set my hand this 20th day of March in the year 1843

John Underwood J.P.

Items of fees

Justices fees		Const fees for serving subpoenas and mileage	2.5
subpoenas for two witnesses	16	witness fees	
swearing witnesses	8	Josiah Bayles	50
taking Deposition	90	Arthur Corbitt	50
	$1.14 1/2		

Postage

J. C. Pharis
Samuel Kirk

Recd from Mr. Pharis
John Corbitt Clk

Received of Arthur
John Corbitt Clk

up and that Kirk started away with his bridle in his hands and said he would be back in a few minutes and that they waited about an hour and that he did not come back

Question By Pltff. Did he refuse to ~~to~~ deliver up the property to Mr Phifer. When he tried ~~offered~~ him that he had brought the money to redeem it, he answered that he did refuse to do so

Question by same. What did you consider this property in dispute, worth at that time, he answered that there was one 3/4 blooded durham Bull worth $50.00 and one boy more five years old worth $50.00 and one boy more thirteen years old worth $30.00 & five milk cows worth $12.50 cents each three yearling colts worth $12.50 cents each four yearling calves worth $3.00 each eighteen head of hogs worth $1.50 cts each making in all $269.00

Question by same. Do you know that Mr Phifer had money in his possession at the time. the said conversation let above referred to took place between H him & said Kirk he answered that he had and that Phifer opened his pocket book and showed a considerable number of bank notes and further sayeth not.

J Bayliss

Also Arthur Corkfeet of Logan County and of lawful age being first duly affirmed as hereafter certified deposes and says that, — Answer by Interrog

I attended a Sheriff sale at the house of Joseph C. Phifer, in Union County Ohio, ~~on~~ early in February 1841, at which sale, a considerable number of horses, cattle, and stock hogs, were sold by the Sheriff. I attended that sale for the purpose of buying such stock as might be offered for sale, with the intention of

Depositions of witnesses in a cause pending in the Supreme Court of Union County and State of Ohio wherein Joseph C Phifer is plaintiff and Samuel Kirk Defendant, in pursuance of the notice hereto attached and at the time and place therein mentioned. The Plaintiff being present, Josiah Bayless of the County of Logan of lawful age being first duly ~~sworn~~ affirmed by me as hereafter certified deposes and says

Question by Plaintiff Was you present at the House of Samuel Kirk in Union County some time the first of February 1849. when a Conversation took place between said Kirk and Joseph C Phifer relative to some Cattle & other live stock, before that time, bought by said Kirk at a Sheriff's sale of said Phifers property. if so what was that Conversation. he answered that he was present when Joseph C Phifer asked Samuel Kirk if he could have the property said Kirk answered that he could not without Phifer paid the whole amount of the judgment which was one hundred and seventy dollars besides the amount that said Kirk had bid it off at and that this conversation took place the second day after the sale and that he went with said Phifer to said Kirks about six or seven days afterwards and that Phifer told him that he had now come for his property and that he had the money and said Kirks answer was in an angry tone that if Phifer wanted the property he must go to the persons he had sold to that he had parted with all the property except one calf and that he was asked if he supposed the property would be given up he answered that he supposed that it would not be given

leaving what I might purchase, in the hands of Joseph C. Phifer till he could have an opportunity of making up the money to pay off the judgment in favor of a Mr. Kirk by whom the ~~Execution~~ said property was at that time put to sale.

After I had purchased a lot of hogs in the pen, about ready to be killed, and some other stock, I had an interview with the said Kirk who attended the sale. He informed me that he and Mr. Phifer understood each other, and that he (the said Kirk,) was holding property for Phifer, and did not intend to remove what he should buy, but would give the said Phifer a time to redeem it. I believed the said Kirk in this; and we agreed together, that when one would bid, the other would not. After this, he went on, and purchased most of the stock that was offered; and the reason I did not oppose him was, I confided in him that the property would be left on the premises subject to redemption, as he had agreed with me, and as he told me he had assured said Phifer. The property was sold, in my opinion, at a great sacrifice.

I will state moreover, that, on the evening of the day of sale, when I saw preparations making by said Kirk to remove the property, contrary to the understandings and agreements during the sale, I was greatly surprised at what seemed so sudden and great a change in his conduct, and at the irreconcileable nature of his promises and stipulations, and his actions afterwards

And further saith not. Arthur Crikfield.

I John Underwood, a justice of the peace in and for the township of, ~~Jane~~ Jane in the County of Logan and State of Ohio do hereby certify that the above named Josiah Boyles and Arthur Crikfield were by me first duly affirmed to testify the truth the whole truth and nothing but the truth and the the ~~for~~

Suit brought on divers promises by defendant to pay plaintiff on demand certain goods and chattels to be under Execution by the sheriff of Union County as the property of pltff by means of which said promises just competition in bidding upon said goods and chattels was prevented & defendant was enabled to bid off said goods and chattels at a price much below the real value thereof & which said promises are deceitfully made and tortiously broken

Wherefore &c bail in the sum of three hundred and twenty dollars

Curry & Cole attys for plaintiff

Union Com. Pleas

Joseph C. Pifer

as } Capias

Samuel Kirk

Damages $200.00

Served by arresting Samuel Kirk and taking Bonds in the sum of 320$ with Hiram Beal as Security

March 20 1841

Service —	35
Mileage —	05
Bond —	50
	90

W W Stein Shff

Filed March 22. 1841

Wm H Zeigle Clk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

We command you to take Samuel Kirk if he may be found within your bailiwick, and him safely keep, so that you have his body before the Honorable the Judges of the Court of Common Pleas of our said county, at the Court house in the town of Marysville, on the first day of our next term, to answer unto Joseph C. Pifer in a plea of Trespass on the case Damages Two hundred dollars

And have you then there this writ.

Witness James H. Gill, Clerk of our said Court, at the Court house aforesaid, this 19th *day of* March A. D. 1880

James H. Gill Clerk.

Union Com pleas

Joseph C. Shifer

vs Bond

Samuel Kirk

Filed March 1841

James Weir Clerk

Know all men by these presents that we Samuel Kirk & Hiram Beal are held and firmly bound unto Wm W Steele. his Exors Sheriff of the County of Union in the sum of three hundred and twenty dollars to be paid to the said Sheriff, his executors administrators or assigns for which payment well and truely to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this day of March A D 1841. The condition of the above obligation is such that if the above bound Samuel Kirk do appear at the Court of Common pleas of Union County on the first day of their next term and so continue from day to day to answer Joseph C Shifer in a plea of Trespass on the Case damages two hundred dollars, and abide the decision of the Court then this obligation to be void otherwise to remain in full force and virtue

S J Kirk (Seal)
Hiram Beal (Seal)
(Seal)

Union Com Pleas

Joseph Co Pfifer
vs Z pur. for Cap.
Samuel Kirk

Filed March 15. 1841
James H Geddes

Joseph C. Phifer
vs.
Samuel Kirk

Trespass on the Case,
Damages $200.00.

Issue a capias ad respondendum returnable at next term. Endorse, "Suit brought on divers promises by Defendant to permit plaintiff to redeem certain goods & Chattels sold under execution by the Sheriff of Union County as the property of plaintiff; by means of which said promises just competition in bidding upon said goods & Chattels was prevented, and Defendant was enabled to bid off said goods & Chattels at a price much below the real value thereof:— and which said promises were deceitfully made, and tortiously broken."

Hold to bail in the sum of Three hundred and twenty dollars.

To the Clerk of the Court of Common Pleas, of Union County, Ohio.

Curry & Cole.
Attys for plaintiffs

March 19th 1841.

The above named Joseph C. Phifer makes oath and says that the above named Samuel Kirk is truly and justly indebted to this deponent in the sum of One hundred and sixty dollars, for damages sustained by this deponent in consequence of the acts of the said Kirk, set forth in the above praecipe; and that the said Kirk is about to remove his body out of the jurisdiction of the Court, as this deponent does verily believe.

Joseph C. Phifer

Sworn to and subscribed before me this 19. day of March 1841
Chas. H. Gicobb

Union Com Pleas

Samuel Kirk
ads
Joseph C. Phifer

fees	75
Mile	75
	1.50

Filed Aug. 26. 1842
James H. Gill Clk

Served by reading to Defdt Aug 10. to Wm Hartford Aug 10. Wm
Th Stimson Aug 13 Horace Hunt Aug 18 Jacob Cohart Aug 20
Wm Hunt Aug 20. 1842
C/ Wm Steele Sheriff

Served by reading to Wm Hartford Aug 10. Wm
Wm Steele Sheriff
Served by reading to.

1

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Hiram Beal Wm. Beal Wm Hartford Nicholas Beal Jacob Echart Wm. McGinnis

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ 2nd day of next Term, to testify and the truth to speak on behalf of

Samuel Kirk

in a certain matter in controversy in our said Court depending: wherein Joseph C. Phifer is plaintiff, and Said Samuel Kirk 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 said Court at the Court house aforesaid, this 7th day of August A. D. 1842.

James H. Gill CLERK.

Union Co. Pleas

Samuel Risk
adm
vs
Joseph C. Shipke

Filed Apl 23. 1842
Jas. H. Gee Clerk

Samuel Kirk
Alias
Joseph C. Shipher

Mercer Com Pleas
In case

and the said Samuel Kirk comes and defends &c and says that he is not guilty of any of the supposed grievances laid to his charge in manner and form as the said Joseph hath in the several counts of his declaration complained against him and of this he puts himself upon the country &c. And the said Joseph C. Shipher doth the like.

By John C. Lawrence
his atty

Saml Kirk

ads Jsab

Joseph C. Shife

Served by reading to Jacob Echart & Hartford & W McGuinnep & by copy on Hiram Beal & Beal Nicholas Beal & James R. Smith april 15. 1842 W W Steele Shff

Serv — 87½
Mile 80
Copy 40
2.07½

Filed Apl 15. 1842
Las Wheeler Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Hiram Beal Wm Beal Wm Hartford Nicholas Beal Jacob Echart Wm McGinnis James R. Smith

to be and appear before our 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 Saml. Kirk

in a certain matter in controversy in our said Court depending: wherein Joseph C. Phifer is plaintiff, and Saml Kirk 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 said Court at the Court house aforesaid, this 14 day of April A. D. 1842

James H. Gill Clerk.

Joseph C Phifer

vs } Sal

Saml Clark

Served by copy on Josiah
Bayles James Johnston
W Phifer & by reading to
W W Woods J. C. McDaniel
M Wasson & J. M. Irwin
Stacy Smith not found
April 1842. W W Steele
Sheriff

Serv	1.00
Mile	.90
Copy	30
	2.20

Filed Apl 19. 1842.
Jas. W. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon N. Nason J. C. Dynes W. Woods J. D. Irwin Stacy Smith Wm Phifer James Johnston & Josiah Bailes

to be and appear before our 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 Joseph C. Phifer

in a certain matter in controversy in our said Court depending: wherein said Phifer is plaintiff, and Samuel Kirk 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 said Court at the Court house aforesaid, this 14th day of April A. D. 1842.

James H. Gill CLERK.

Mon Com Pleas

Samuel Kirk
ads
Joseph C Rifes

Filed August 17
1841
James H. Lee Clerk

Samuel Kirk } Union Com Pleas Attachment
vs
Joseph C Pifer } And the said Samuel Kirk
Comes and Says that the said Joseph ought not to have
his said action against him because he says that the
the first two counts in the
Declaration aforesaid so ~~for as the first two counts are~~
and the matters therein contained are not sufficient in
law to maintain the action aforesaid and that he is not
bound by law to answer the same wherefore he prays
Judgment of the Court and that the said Joseph
may be barred of his said action against him
By W C Lawrence his atty

And for a further plea to the third count in said Declara
tion contained the said Samuel Kirk Comes and defends
&c and Says that he is not guilty of the said supposed
grievances said to his charge in manner and form
as the said Joseph C Pifer complained against
him and of this he puts himself upon the Country &c
and the said plaintiff doth the like
By W C Lawrence his atty

yet intending to injure and defraud him thereof, refused to deliver the same to the said Joseph B Phifer, though thereto requested but afterwards on the same day, converted the same to the use of the said Samuel Kirk, to the damage of the said Joseph B Phifer Two hundred dollars & therefrom he brings his suit &c

By Conry & Cole his Attys.

Filed August 23d 1844
Wm. Morris Clerk

Writs Common Plea
Joseph B Phifer
vs
Trover & conversion
Samuel Kirk

as they would otherwise have done, and persons who had attended said sale for the purpose of bidding on said goods and chattles were prevented from bidding; and just competition in bidding was prevented, and the rightful interests of the said Joseph C Phifer in said goods and chattles was greatly sacrificed, and the said Samuel Kirk was enabled to bid off at a price greatly below the true value thereof, the following of the said goods and chattles to wit two bay mares one small colt two brown colts one half blooded durham bull three cows two half blooded durham heifers four calves and eighteen head of hogs. And the said Samuel Kirk continuing and intending as aforesaid on the same day as aforesaid, removed said goods and chattles, so bid off by him as aforesaid from the premises and possession of the said Joseph C Phifer and converted the same to his (the said Samuel Kirks) own use, and the said Samuel Kirk thereafterward utterly refused, and doth still refuse to permit the said Joseph C Phifer to redeem said goods and chattles so bid off as aforesaid or in any wise to regain possession thereof, and so in fact the said Samuel Kirk wrongfully & deceitfully defrauded and injured the said Joseph C Phifer to the damage of the said Joseph C Phifer Two hundred dollars.

And Whereas, also the said Samuel Kirk at the October Term of the Court of Common Pleas in and for said County, in the year 1840 obtained a judgment against the said Joseph C Phifer and David M Hathaway for the sum of three hundred and sixty four dollars and twenty four cents, damages and nine dollars & ninety eight cents costs and charges. Upon which said other judgment a certain other execution issued to William W Steele Sheriff of said County, on the 16th day of November 1840, and was levied on the 18th day of November 1840. by the said William W Steele Sheriff as aforesaid upon certain other of the good and chattles of the said Joseph C Phifer (to wit horse creatures neat cattle and hogs) and the said William W Steele proceeded by virtue of said other execution to advertise said other goods and chattles for sale and also proceeded to sell the same, at public sale, at the premises of said Joseph C Phifer in said County on the second day of February A D 1841.

State of Ohio } Court of Common pleas April
Union County ss } Term AD 1841 — Ancerdel by leave ~~order~~ of
the Supreme Court at their June Term AD 1844 to which Court
this Case had been appealed and is now pending —

Joseph B Phifer Complains of Samuel Kirk in a plea
of trespass on the Case for that whereas the said Samuel Kirk ob-
tained a judgement against the said Joseph B Phifer and David M
Matheny in the Court of Common pleas in and for said
County, at the October term thereof in the year 1840 for the sum of
three hundred and sixty four dollars and twenty four cents dama-
ges and nine dollars and ninety eight cents costs and charges upon
which said judgement execution ~~was~~ issued to William H Steele
Sheriff of said County on the 16th day of November 1840 and was
levied on the 18th day of November 1840 by said William H Steele
Sheriff as aforesaid upon certain goods and chattles of the
said Joseph B Phifer to wit horse creatures oxen cattle and
hogs and the said William H Steele Sheriff as aforesaid proceeded
by virtue of said execution to advertise said goods and chattles for
sale and also proceeded to sell the same at public sale at the pre-
mises of the said Joseph B Phifer in said County on the ~~1st~~ 4th day of Feb-
ruary 1841 and the said Samuel Kirk attended there and there
at said sale and then and there wrongfully and fraudulently con-
triving and intending to injure and defraud the said Joseph B
Phifer did falsely and deceitfully represent and say to bidders
and by standers and persons who were in attendance at said
sale for the purpose of bidding on said goods and chattles that
he (the said Samuel Kirk) was bidding for the for the said Joseph B
Phifer upon said goods and chattles so offered for sale as aforesaid
and the said Samuel Kirk also falsely represented and said that he
did not wish to buy ~~and would not buy~~ and would not buy said
goods and chattles to keep the same for himself but that he intended
to prevent the same from being sold at a sacrifice, and
to permit the said Joseph B Phifer to keep and redeem the same
at any time within two weeks thereafter And by means
of said false representations of the said Samuel Kirk the
bidders in attendance at said sale were prevented
from bidding on said goods & chattles

1.

And the said Samuel Kirk attended said Sale, and then and there intending to injure and defraud the said Joseph B Phifer while passing about among the persons who attended said Sale for the purpose and with the intention of bidding on said other goods & Chattels did falsely and for the purpose of injuring and defrauding the said Joseph B Phifer represent and say then and there to the said persons who were then and there intending to bid as aforesaid that he the said Samuel Kirk was bidding for the said Joseph B Phifer upon said other goods & Chattels, and that he the said ~~Joseph B Phifer~~ Samuel Kirk did not wish to buy said other goods and Chattels for himself and when the said false representations and sayings of the said Samuel Kirk were then and there heard by the said persons in attendendance at said Sale who intended to bid off and buy said goods and Chattels at the fair value thereof, they believing the said representations and sayings of the said Samuel Kirk to be true declined bidding upon said other goods & Chattels upon which bids were made by the said Samuel Kirk, as they would have done had not the said false & fraudulent representations been made by the said Samuel Kirk, and so the said Samuel Kirk by reason of said false and fraudulent representations and sayings was enabled to buy, and then and there did buy the following of said other goods & Chattels so offered for Sale as aforesaid to wit two bay mares one sorrel Colt three brown Colts one 3/4 blooded Durham bull three Cows two half blooded Durham heifers four Calves and eighteen head of hogs, at his own price which price was greatly below their true value, and so in fact the said Samuel Kirk wrongfully and deceitfully injured and defrauded the said Joseph B Phifer in manner as aforesaid to the damage of the plaintiff two ~~hu~~ hundred dollars.— And whereas also the said Joseph B Phifer on the second day of February 1841 at the County of Union aforesaid was lawfully ~~seized~~ possessed as of his own property of certain Cattle goods & Chattels to wit five bay mares five sorrel Colts five brown Colts five 3/4 blooded Durham bulls five Cows five half blooded Durham heifers five Calves eighteen boars eighteen barrows eighteen sows eighteen pigs eighteen hogs in general, of great value to wit of the value of two hundred, and being so possessed the said Joseph B Phifer, afterwards on the same day sold the same, and the same afterwards, on the same day came into the possession of the said Samuel Kirk by fraud. Yet the said Samuel Kirk although he well knew the same to belong to the said Joseph B Phifer

J. C. Shriver
vs
S. Kirk

S. Kirk's Aff. for Con.

Filed June 23d 1846
John Lafoil, Clerk

Joseph C. Phife vs Samuel S. Kirk } Sup. Court Union County for June term 1846

State of Ohio } Union County ss } Samuel S. Kirk Deft in the above action being duly sworn according to Law says that since the last continuance and notice the day of the service of the Subpoenas for witnesses by the plaintiff, this Deft supposed and believed that the case was settled and that he consequently refrained from issuing Execution against the plff upon his Judgment. ~~That Wm Hartson is a material witness for this Deft on the trial of this case without whose testimony he cannot safely go to trial as he is informed and believes that said Hartson left this county for Kentucky for temporary purposes some eight week ago without the knowledge of this defendant so as to enable him to take his deposition. That his family and home are still in this County and he is expected to return soon.~~ That this defendant is now sick and has been for Three weeks last past by reason of which said sickness he has been unable to prepare for trial as he should and would have done had he been in health and that such is his health at this time that he is entirely unable to attend the trial in person and that this affidavit is not made for delay merely but that a fair trial may be had and Justice done between the parties

S. S. Kirk

Sworn to and Subscribed before me this 20th day of June 1846. James R. Smith Associate Judge

Union Sup. Court

Joseph C. Phifer

v

Saml J. Kirk

Service - - - $0.75
Mileage - - 75
1.50

Filed June 23d 1846
John Carrol Clk

Served June 20th 1846 on Hiram Beal Wm Beal
Wm Hartford Wm McGinnis James R Smith
& Thomas Hardsome by Copy —
J Wm McPherrin Sheriff

State of Ohio Union County ss.

To the Sheriff of Said County Greeting

We command you to summon, Hiram Beal, William Hartford, Jacob Eckart William McGuinniss, James R. Smith, Thomas Harsha, William Beal, To be and appear before the Hon. Judges of our Supreme Court at the Court House in the Town of Marysville, on the 23° day of June AD 1846 9 O Clock A.M. To Testify and the truth to speak in a Certain matter pending before said Court wherein Joseph C. Phifer is Plaintiff and Samuel Kirk is Defendant, and of this this they shall in no wise Omit under the penalty of the law, and have you then there this writ,

Witness John Cassil Clerk of said Court at the Court House aforesaid this 20th day of June AD 1846.

John Cassil Clerk

Supreme Court

J. C. Phifer

vs } Praecipe for writ.

Samuel Kirk

Filed May 19th 1843

John Capell

Cl. S. C.

Joseph C Phifer
vs
Samuel Kirk

Supreme Court.
Union County Ohio.
June Term A.D. 1843

Issue a subpoena for Mains Watson. James C Dynes, W W Woods, John D Irwin Stacy Smith James Johnson

- witnesses for Plaintiff
May 19th 1843

To John Castel Clerk.

P B Cole And
Otway Curry
Attys for Plaintiff

Shifer's Sale

Bill

Dale Bill of Joseph to Phifers

1	1	Blk Mare	Crikfield	$13.25	
2		Fatning Hogs	Do	33.25	
3	1	Horse	Do	21.50	
4	1	lot of Corn in the Shock	Do	4.25	
5	1	lot of Wheat	Do	14.00	86.25
6	2	Horses	Kirk	33.12½	
7	18	Stock Hogs	Do	12.00	
8	4	Calves	Do	9.00	
9	3	Colts	Do	16.00	
10	1	Cow	Do	6.00	
11	1	Cow	Do	8.25	
12	1	Bull	Do	9.00	
13	1	Cow	Do	5.00	
14	1	Cow	Do	5.12½	103.50
15	1	Cow	Thurston	6.00	
16	8	Sheep	Hartford	8.50	
17	1	Cow	Kirk	6.62½	
18	1	Horse	Diner	18.00	39.12½

228.87½
110.12
118.75

Union Supreme Court

Joseph C. Shifer
vs
Samuel Kirk

Sub. for Kirk's Wit.

Served the within by
Reading to the within
Named Persons. June 23d 1843
Mileage $1,00
Service 87½
$1,87

S. C. Jennings Asst Sheriff

Filed June 25th 1843
John Cozzie
Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm Beal Iram Beal, Wm Hartford, Jacob Eckhart, Wm McGinnis, James R. Smith and Thomas Harsha

to be and appear before our Supreme Court ~~of Common Pleas of~~ said County, at the Court House, in the town of Marysville, at nine o'clock A.M. on the first day of next Term, to testify and the truth to speak on behalf of

Samuel Kirk

in a certain matter in controversy in our said Court depending: wherein Joseph C Phifer is plaintiff, and Samuel Kirk is defendant.

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

John Cassil

Witness ~~James H. Gill~~, Clerk of said Court at the Court house aforesaid, this 19th day of June A. D. 1843.

John Cassil CLERK. P. Z.

Filed June 11. 1846
Joh Cassil Clk

Joseph C. Phifer
vs.
Samuel Kirk

In Union Supreme Court.

Issue a subpoena for James Johnson, James C. Dynes, Mains Watson, W. W. Woods, & Ephraim Yarrington, ~~Plaintiff~~'s witnesses.
— Also a separate subpoena for Stacy Smith.

Curry & Cole
Plff's Atty.'s

To The Clerk of
The Supreme Court
of Union County

Union Supreme Court.

Phifer
v.
Kirk.

Subpoena.

Served by Reading
June 26th 1843.
W W Stebbins

Fees 12
Mile 5
17

Fees June 26th 1843
John Espiell

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Stacy Smith

to be and appear before ~~our 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, at 9 o'clock A. M. to testify and the truth to speak on behalf of

Joseph C. Thifer,

in a certain matter in controversy in our said Court depending: wherein said Thifer is plaintiff, and Samuel Kirk 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~~ John Cassil, Clerk of said Court at the Court house aforesaid, this 3d day of June, A. D. 1843.

John Cassil, CLERK.

Subpoenas for
A Centsfield &
J Boyles

Joseph C. Phifer vs Samuel Kirk } Supreme Court union County & State of Ohio.—

Depositions will be taken in this Case by the Plaintiff in the Town of Middleburg Logan County & State aforesaid on the 20th day of March inst. between Six A.M. & nine P.M. At the office of John Underwood J.P.—

Dated March 6th 1843.

Joseph C. Phifer

Served 6 March 1843 Wm B Lawrence Atty for Deft

Union Common Pleas.

Joseph C. Phifer
vs.
Samuel Rink.

Appeal Bond.

Filed Oct: 1, 1842
John Cadwell
Clerk pro tem

Know all Men by these Presents, That we, Joseph C. Shifer and Charles Burr, are held and firmly bound unto Samuel Kirk in the penal sum of one hundred dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals, and dated this first day of October, A. D. 1842.

The condition of the above obligation is such, that whereas the said Joseph C. Shifer has taken an appeal from a certain judgment rendered against him in favor of the said Samuel Kirk in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August term thereof, A.D. 1842, for the sum of twenty six dollars and two cents, as costs, to the Supreme Court within and for the County aforesaid — Now if the said Joseph C. Shifer 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.

Joseph C. Shifer (Seal)
Charles Burr (Seal)
(Seal)

Approved by me.
John Cassil,
Clerk p. t.

the former order, instanter, and the ~~sum~~ costs since accrued, within thirty days, the Court order this cause to stand for trial on the pleadings as amended, and thereupon, and as a part of the terms of ordering said cause to stand for trial as aforesaid, this cause, on motion of defendant, was continued.

Joseph C. Phifer } August term, 1842.
v. } Case. Submitted to Court.
Samuel Kirk. } Nonsuit - Judgment for costs, taxed at $
Notice of appeal by pltff."

Witness my hand, and the seal of said Court, this 1st day of October, A. D., 1842.

John Cassil, Clerk.

Union Supreme Court.

Joseph C. Phifer
vs.
Samuel Kirk.

Transcript.

Filed May 16, 1843.
J. Cassil,
Clerk.

The State of Ohio, Union County—ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said County of Union, do hereby certify that the following Entries are truly copied from the Journals of said Court, to wit:

"Joseph C. Phifer vs. Samuel Kirk. } April Term, 1841.

Be it remembered, that on the fourteenth day of April, in the year of our Lord one thousand eight hundred and forty one, personally appeared Elias Johnson in open court, & acknowledged himself to owe unto the said Joseph C. Phifer the sum of three hundred and twenty dollars, to be levied upon his goods, chattels, lands and tenements and Estate, upon condition that if the said defendant Samuel Kirk shall be condemned in this action at the suit of the said Joseph C. Phifer, he shall pay the costs and condemnation of the Court, or render himself into the custody of the Sheriff of said County of Union for the same—or in case of failure, that the said Elias Johnson will pay the costs and condemnation for him. Taken and acknowledged before me the day and year above written.

Jas. H. Gill, Clerk.

Joseph C. Phifer vs. Samuel Kirk. } November Term, 1841.

Case.

In this case, the demurrer is sustained, and the plaintiff has leave to amend his declaration upon payment of costs of this term in sixty days, and this cause is continued.

Joseph C. Phifer vs. Samuel Kirk } April term, 1842.

The defendant moved the Court to strike the amendment to the declaration made under the order of last term, from the files, because the costs were not paid within the time as required by said order—and thereupon the counsel for the plaintiff stated professionally, that a part of said costs remained unpaid, & that he did not believe or understand the said order of amendment as conditional until the expiration of the time therein stated for the amendment, &c. Upon which statement, and also upon payment of said costs under