No. 43-SC-2

Union Common Pleas Court.

Thomas Foreman
Plaintiff,

AGAINST

George Walters,
Defendant.

June 1847

Judg vs Defendt

Supreme court

Journal 1 Page 80

Record No. 1 Page 347

Ex. Doc. 1 Page 362

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

Thos. Coleman
vs } Trespass
George Walters

Praecipe

Filed Aug. 30. 1842
Jas. H. Gill Clerk

Crawford

Union Common Pleas

August Term 1842

Thomas Foreman } In Trespass
vs } Damage $200,00
George Walters }

The Clerk will issue Summons returnable forthwith

Indorse suit brought to recover damages for Deft entering upon plaintiffs clay lot situate in said County and cutting and carrying away plaintiffs timber lying down and destroying plaintiffs grass & sand & other wrongs done

August 30th 1842

J. W. Crawford
Atty for Plff

Union Com. Pleas

Thomas Foreman

vs Summons

George Walters

Served by Certified
Copy Aug 30th 1842
W W Steele Shff

Serv 35
Mile 60
Copy 10
1.05

Filed Aug. 30th 1842
James H. Gill Clerk

Recorded

Defendant is to pay damages for the plaintiff's estate in the sum of $ [illegible] plaintiff's costs in this behalf expended and have execution therefor.

Leo M Crawford
for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon George Walters

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 Foreman

in a plea of Trespass 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 30th day of Aug. A.D. 1842

James H. Gill CLERK.

Union Supreme Court

Thomas Foreman
vs
George Walters
Defts Witnesses

Serv —	1. 37½
Mile	.75
Copies	30
	2..42½

Filed June 19. 1844.
John Barnit clerk

Served by reading to Sein Ralpo June 13. to Dimlan June 17. & to B. Wood. S. Walters J. Y. Wells & Carey. & the Wood June 19. & by copy on W. Foster J. B. Wells & Abram Manner June 19. 1844
Geo Foreman for Not found. — Oliver Simpson demanded his fee, not paid for want of funds —
W. W. Steele Deft

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Bradford Wood Levi Phelps Samuel Walters Joseph Brannon Jr James I Wells William Foster Ephraim Carey Oliver Simpson John B Wells Abraham Warner John Woods

to 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, 6 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 Thomas Foreman is plantiff, and George Walters 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,

Wm Foreman
vs
Geo Walters

Filed June 12. 1844
John Cassil
Clerk

Issued June 12. 1844
John Cassil
Clerk

Watters
vs
Foreman

Do

Bradford Wood Levi Phelps
Saml Walters Jos Brannon Jr James J Wells
Wm Foster Ephraim Carey Oliver Simpson
John B Wells Abraham Warner John Woods
witnesses on behalf of Deft

Wm Lawrence atty
for Deft

~~[illegible]~~

Thomas Fowler
vs

George Walters

Served by reading
June 24. 1844.
W. W. Steele Shff

Fees 12
Mile 5
17½

Filed June 24th 1844
John Cofer
Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James W Boyer

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, 10 o'clock A, M, to testify and the truth to speak on behalf of George Walters in a certain matter in controversy in our said court depending: wherein Thomas Foreman is plantiff, and George Walters 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 24th day of Jan A, D, 1844

John Cassil Clerk,

Union Common Pleas

J. Freman
vs
J. Walters

Served by the within
Reading this writ
June 26. 1843.
his
Geo. Walters
mark

Filed June 26th 1843
John Caper Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John B. Wells, Joseph Brannon Jr Abraham Warner and Oliver Simpson

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 o'clock A. M. to testify and the truth to speak on behalf of George Walter

in a certain matter in controversy in our said Court depending: wherein Thos Foreman is — — — — — — — — — — plaintiff, and George Walter 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 Capsil Clerk of said Court at the Court house aforesaid, this 24th day of June A. D. 1843.

John Capsil Clerk. P. T.

Union Com Pleas

George Walters
ads } Plea
Thomas Foreman

Filed Dec 19th 1842
John Cassil Clerk

Recorded

George Walters } Minor Com Pleas
vs
Thomas Foreman } and the said George Walters comes and defends &c and says that he is not guilty ~~of the~~ in manner and form as the said Foreman hath complained against him and of this he puts himself upon the Country and the plaintiff doth the like

By Wm O Lawrence his
atty.

Thos. Foreman

vs

Geo. Walters

Served by Copy on Mary Langstaff Rachael Richards Henry. A. Gandy. John Mas-Kill & David Murphy by reading to the rest of the within March 21. 1842. W W Steele Sheriff

Serv. —	1.50
Mile	.70
Copies	.50
Fee	$2.70

Filed March 29th 1843
John Capel Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Henry H. Gandy, Abijah Gandy, Constant Bacon, Robert Maskill, John Maskill, Levi Phelps, Mary Langstaff, Rachel Richards, Jacob Gandy, Lucinda Gandy, David Murphy and Joseph Brannon,

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 10 o'clock, A. M., to testify and the truth to speak on behalf of

Thomas Foreman,

in a certain matter in controversy in our said Court depending: wherein Thomas Foreman is . . . . . plaintiff, and George Walters 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 24th day of March ____ A. D. 1843.

John Cassil, CLERK.

Served by reading to Levi Phelps and to Bradford Wood
Samuel Walters & to Benjamin F. Wells, & by copy
W. Foster Apl 13. 1843

W. W. Steele Sheriff

J. Foreman
vs
Geo. Walters

Det. for Witness

Fee	.75
Mile	.15
Copy	.10
	1.50

Filed April 18th 1843
John Capil Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Bradford Wood, Levi Phelps, Samuel Walters, Joseph Brannon Jr, James T. Wells and Wm Foster

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~~ wednesday second day of next Term, to testify and the truth to speak on behalf of George Walters

in a certain matter in controversy in our said Court depending: wherein Thomas Forman is plaintiff, and George Walters 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 Capsil, Clerk of said Court at the Court house aforesaid, this third day of April A. D. 1843.

John Capsil CLERK.

Union Supreme Court

Thos Foreman
vs
George Walters

Sub for Walters, Wit.

Served by reading to Sam Phelps. Bradford Wood, Sam. Walters. Jos Brannon & Ephriam Carey. & by Copy on Jas T. Wells. & by reading to Mr Foster June 23d 1843. W. M. Steele Shff

Serv —	87½
Mile	80
Copy	10
	1.77½

Filed June 23d 1843
Sam Capsi Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Bradford Wood, Levi Shelp, Samuel Walters, ~~John B. Lucas~~ Joseph Brannon & James F. Wells, Wm Foster and Abraham Carey ~~& Abraham Warner~~ 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, at 9 o'clock A.M. to testify and the truth to speak on behalf of

George Walters

in a certain matter in controversy in our said Court depending: wherein Thomas Foreman is — — — — — — — — plaintiff, and George Walters 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 Capsil, Clerk of said Court at the Court house aforesaid, this 19th day of June A. D. 1843.

John Capsil Clerk. P. T.

Thomas Foreman
Wd. Inspector

George Watters

Precept for Wt

Crawford

140

27 · 140 = 1886

27
550
280
1886
7 | 3780 (27
27
77
2
5

27 · 140 · 1886
140
27 | 75440 (279
54
214
189
250
243
7

27
13
51
27
351

13 | 1886 (145
13
56
52
66
65
1

1886
140
75440
1886
27 | 264040 (9777
27
351

Union Common Pleas
August Term 1842

Thomas Foreman
vs
George Walters } In Trespass

The clerk will issue subpoenas for Abijah Sandy Constant Bacon John Leeper Levi Phelps ~~John Maxwell~~ Joseph Brannon Joseph Murphy
Plaintiffs witnesses in the above case returnable to next term
August 30th 1842

J. B. Crawford
Atty for Plff

Union Supreme Court

Thos Foreman

vs

George Walters

Pre for Writ of Error

Filed June 14 1844
John Cassil Clerk

Issued June 14. 1844
John Cassil Clerk

Union Superior Court
July Term 1844

Thomas Foreman
vs
George Walters } Trespass

The clerk will issue subpoenas for William Hartford Henry Goodrich Adam Winters Henry H Gandy Elijah Gandy Levoni Gandy Constant Bacon Robert Maskill Mary Langstaff Joseph Brannon Sr Rachel Richards Jacob Gandy Plffs witness in this case

June 14th 1844

J. W. Crawford
Plffs Atty

Union Supreme Court

Thomas Foreman
vs
George Walters

Pltffs Witnesses

Serv —	1.50
Mile	1.00
Copies	.40
	2.90

Filed June 19. 1844
John Carrit Clerk

Served by certified copy on W. Hartford & on Winter June 15. by reading to H. H. Gandy. & Bacon. R. Meekid J. Brannon Sr. J. Gandy & H. Goodrich. June 19. 1844. & by copy on Gandy. S. Gandy. M. Sangstaff. June 19. 1844 Rachael Richardson not found. W. W. Steele Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Hartford Henry Goodrich Adam Winter Henry H. Gandy. Abijah Gandy Lorina Gandy. Constant Bacon Robert Maskill Mary Langstaff Joseph Branson sen. Rachel Richards Jacob Gandy

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, 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 Thomas Foreman is plaintiff, and George Walters 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.

Supreme Court

Foreman
vs
Walters

Filed June 24 1844
John Cassil Clerk

Issued June 24. 1844
John Cassil Clk

Franklin Co
McKenzie

Foreman
vs
Walters

issue a subpoena to James Farmer forthwith on behalf of Deft

Wm C. Lawrence
a/s for Deft

Precipe for Writ

Filed June 19th 1843
John Caspie Clk

Foreman } Issue subpoenas for
Walters } Henry R. Gandy, Abijah
Gandy, Leonhart Bacon
Robert Marshal John
Marshal Mary Lang Staff Rachael
Richards Jacob Gandy Lucinda
Gandy David Murphey Joseph Brannon

To the Supreme Court. | O R A Hall
Atty

Foremans
Witness

85,62
22,25
200,00

307,87

371 46
1 50

369 96
307 87

62,09

371.46
9,30

362,16

112 12
107

84 12
22 25

106 37

85,62
22 25

William Hartpence Henry Goodrich Adam Winters
Henry McGandy Abijah Gandy Lucinda Gandy
Constant Bacon Robert Mckeil Mary Langstaff
Abraham Watters Joseph Brandt

Union Supreme Court.

Thomas Foreman
vs.
George Walters.

Transcript.

Filed May 16, 1843.
J. Carl,
Clk.

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 entries are truly copied from the Journals of said Court, to wit:

"Thomas Foreman vs. George Walters. } November term, 1842. Continued.

Thomas Foreman vs. George Walters. } April term, 1843. Trespass.

This day came the parties by their attorneys, and thereupon came a Jury, to wit: Alexander Patterson, James Riddle, E. W. Cray, Thomas Cheney, Jacob Partheemore, James Kinkade, James Thompson, John Smith, John Thomas, Joseph Gibson, David Danforth and Eliphaz Burnham, who, being empanelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the defendant is not guilty in manner and form as the plaintiff hath declared against him. Therefore it is considered that the defendant go hence without day, and recover of the plaintiff his costs in this behalf expended, taxes at

Notice of appeal by plaintiff."

Witness my hand, and the seal of said Court, this 3d day of May, 1843.

John Cassil, Clerk.

Foreman
vs
Walters
Appeal Bond

Recorded

Know all men by these presents that we Thomas Foreman and Benjamin Welch are held and firmly bound to George Walters 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 third day of May A. D. 1849

The condition of the above obligation is that whereas the said Thomas Foreman has taken an appeal from a certain judgment rendered against him in favour of the said George Walters 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. 1849 for the sum of thirty six dollars 37½ cents costs to the Supreme Court within and for the County aforesaid: Now if the said Thomas Foreman 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 in full force and virtue in law

Thomas Foreman (Seal)
Benjamin Welsh (Seal)

Surveyed September 5th 1827 for John Wood eighty six acres of Land part of Survey No. 3692 Beginning in the Centre of Bokes Creek on the west line of said Survey thence with the line thereof N 7 E 200 poles to a Red Oak White Oak & Ironwood (the Iron wood down) northwest corner of the Original Survey thence with ~~the~~ another of the lines thereof S 83 E 95 poles to a Hickory and Sugartree on the bank of a run thence S 7 W 100 poles to an Elm and Beech on the Bank of Bokes Creek the Beech on the south and the Elm on the north Bank of said Creek thence up the Creek with the Meanders thereof N 60 W 9 poles S 65 W 22 poles N 65 W 10 poles S 26 W 32 poles S 45 W 34 poles South 10 poles S 36 E 24 poles S 63 W 22 poles & N 88 W 30 poles to the Beginning Containing Eighty six acres

Lewis Phelps Surveyor

quantity of sugar water to wit 1000 Gallons of the value of $100,00 and the timber and wood of the aforesaid 100 oaks 100 Ash trees 100 Elms & 100 Walnut trees amounting to a great quantity, to wit, 100 loads of rails 100 loads of timber 100 cords of wood of the said plaintiff of great value to wit of the value of $200.00 and took and carried away and converted and disposed of to his own use and other injuries to the said plaintiff then & there did to the damage of the said plaintiff to wit $200,00 and therefore he brings suit &c

Sept 18th 1842

By Isaac Crawford
his Atty

Union County Pleas
August Term 1842

Thomas Gordon
vs
George Walters

By Respondeas
Plea

Filed Oct 21st 1842
John Caper
Clerk P.T.

Cost bill made

Crawford

Recorded in Union
County Court Records
Book No 1 Page 341
Attest John Caper

State of Ohio } ss Union Court of Common Pleas
Union County } August Term AD 1842

Thomas Foreman complains of George Watters in a plea of trespass for that the said George Watters on or about the 15th of March AD 1842 and on divers other days and times between that day and the commencement of this suit with force and arms &c at Union County aforesaid broke and entered the close of the said plaintiff situate in said County of Union in Leesburg Township and upon the waters of Bokes Creek aforesaid particularly discribed as follows to wit being part of Survey No 3692 in the Virginia Military survey beginning at a stake near a large Beech Bears Westerly course to Ephraim Carys land land in the South line of the original Survey thence in said N 83 W 107 poles to a stake thence N 7 E 315 poles to a stake in Bokes Creek and in the line of John Woods land thence down the Creek with the meanders thereof and with the line of said Woods land to a stake near a cluster of lynns & sugar trees on the South bank of the Creek N. Westerly course to said Carys land thence with Carys line S. 7 W 300 poles to the beginning &c. and did then & there cut hew hew cut down fell and and destroy a large number of trees to wit 100 sugar trees 100 oaks 100 Ash trees 100 Elm trees 100 Walnut trees and other trees of the said plaintiff of great value to wit of the value of $200.00 then & there standing growing and being upon the aforesaid land of the said plaintiff and took and carried away the same and converted and disposed of to his own use to wit the cutting boxing & boring of said sugar trees and carrying away a great

Union Supreme Court

Wm O Freeman

vs

George Walters

Defts Writ

Served by reading
June 24. 1844.
W. W. Steele Sheff

Serv 12½
Mile 5
17½

Filed June 24. 1844
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Farmer and bring along with him John Woods deed from Lawrence Ashton and the deed from said Wood to Geo Walters

to be and appear before our Court ~~of Common Pleas of said~~ Supreme County, at the Court house in the town of Marysville, ~~on the first day of next Term, 10 o'clock~~ forthwith, A. M. to testify and the truth to speak on behalf of George Walters in a certain matter in controversy in our said Court depending: wherein Thos Foreman is plaintiff, and George Walters is defendant.

And this he 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 24th day of June A. D. 1844,

John Cassil Clerk.

union supreme Court

Thos Freeman
vs
George Walters
Sub. for Freemans
Wit.

Served by Copy on David Murphy, Robt: & John Mackil & Constant Bacon & by reading to all the rest (except Rachael Richards not found) June 22. 1843

W. M. Steele Sheriff

Serv	1. 37½
Mile	80
Copy	40
	2. 57½

Filed June 23d 1843
John Cassil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Henry H Gandy, Abigal Gandy, Constant Bacon, Robert Maskill, John Maskill, Mary Langstoff, Rachel Richards, Jacob Gandy, Lucinda Gandy, David Murphy, and Joseph Brannan 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 16th inst at 9 o'clock A. M. to testify and the truth to speak on behalf of Thomas Forman in a certain matter in controversy in our said Court depending: wherein Thomas Forman is plaintiff, and George Walters 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 of said court at the court house aforesaid, this 19th day of June A. D. 1843.

John Capel CLERK.

JUN 1843
Supreme Court
No. 43-SC-3

Union Common Pleas Court.

Elizabeth Parthemor
Plaintiff,

AGAINST

Jacob Parthemor, admr
Defendant.

JUN 18493
Supreme Court

Jud vs Defendt.

Journal 1 Page 172

Record No. 1 Page 130

Ex. Doc. 1 Page 318

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

Elizabeth Parthemer

v

Jacob Parthemer

Filed April 27. 1861

Pat. F. Gillespie Clerk

Elizabeth ~~Barnes~~ Parthemore
vs
Jacob Parthemore administrator of John Parthemore Dec'd

Minor Com Pleas
April term 1842
In assumpsit
Damages 600.$

Clerk will issue Summons Returnable forthwith Endorse suit Brot to recover pay for Labor care and services Rendered said John Parthemore in his lifetime from 1831 to September 1840 at 75$ pr year
By herself and Servant in Housekeeping 600.$

By Wm C Lawrence her atty

Union Supreme Court

Parkinson

vs

Parkinson

Served by Reading
to J. A. Mordie &
Drusilla Cassil
June 26 1843.
M. W. Steele Sheff

Serv 25
Mile 5
30.

Filed June 26th 1843
J. Cassil Clk.

The State of Ohio Union County ss:
To the Sheriff of said County Greeting
We command you to summon Druscilla Capel and John A.
Moodie 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 Elisabeth Parthemore in a certain
matter in controversy in our said Court
depending: wherein Elisabeth Parthemore
is Plaintiff and Jacob Parthemore is Defen-
dant; and this we shall in no wise
omit under the penalty of the law; and
have then there this writ

Witness John Capel, Clerk
of said Court at the court
house aforesaid this 26th day
of June A. D. 1843

John Capel Clerk S. C.

182,00

Filed Nov. 10, 1842.
John Cabell, Clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Wm J McDowell

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Elisabett Parthemor in a certain matter in controversy in our said Court depending: wherein Elisabett Parthemor is plaintiff, and Jacob Parthemor defendant. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

John Capel Protem

Witness ~~JAMES H. GILL~~, *Clerk of our said Court, at the Court-house aforesaid, this* ninth *day of*

A. D. 1842

John Capel *Clerk.* Protem

Union Com Pleas

Elizabeth Pattenman

v } Sub.

Jacob Pattenman

Served by reading to
N Chipman & Wm
Rose & by copy on Saml
Reed & Jemima Reed
Aug 26. 1842
Eleanor Gill by copy
A. J. Alden & Jenkins
by Copy & R Parris by
reading Aug 29. 1842
W W Steele Shff

Serv	1.12½
Mile.	.60
Copies	50
	2.22½

Filed Aug 30. 1842
A K Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Norman Chipman Jacob A. Fathemore Samuel Reed Joanna Reed Warren Rose Eleanor Gill A. S. Alden John Jenkins and Robert Fair

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~~ Three day of next Term, at Goderich A.m. to testify and the truth to speak on behalf of Elizabeth Fathemore

in a certain matter in controversy in our said Court depending: wherein Sarah Elizabeth is plaintiff, and Jacob Fathemore is defendant.

And this cty 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 24th day of August A. D. 1842

James H. Gill CLERK.

Union Common Plea

Elisabett Parthemore
vs
Jorah Parthemore

Subpena
Witnesses

Served by reading Nov 8. 1842 W W Stack Sheff

Serv 12
Mile 5
17

Filed Nov. 8, 1842.
John Cassil, Clerk
p. t.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Drusilla Capsil

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 Elisabeth Parthemer

in a certain matter in controversy in our said Court depending: wherein Elisabeth Parthemer

plaintiff, and

Jacob Parthemer is defendant.

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

Witness ~~James H. Gill~~ John Capsil, Clerk pro tem of said court at the court house aforesaid, this eighth day of November A. D. 184 4

John Capsil CLERK. pro tem

Union Common Pleas.

Elizabeth Parthemore
vs.
Jacob Parthemore, Admr.

Sub. for Witnesses.

Served by reading to A Chipman Oct 25. Jacob Parthemore 26 by reading to Wane Rose & Copy on David Reed & Jonathan Reed by reading to Eleanor Gill John Landers & by copy on Dianna Moody by reading to Robert Paris, And: D Alder Oct 31. 1842
R. Paris demanded his fee, not paid for want of Funds. Wm W Steele Shiff

Serv	1.25
Mile	.50
Copies	30
	2.05

Filed Nov. 2, 1842.
John Cassil, Clerk pro tem.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon N. Chipman, Jacob Parthemore, Samuel Reed and Joanna his wife, Warren Rose, Eleanor Gill, A. S. Alden, John Jenkins, Robert Paris, and Clarissa Moodie,

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, 10 O'clock A.M. to testify and the truth to speak on behalf of Elizabeth ~~Jacob~~ Parthemore,

in a certain matter in controversy in our said Court depending: wherein Elizabeth ~~Jacob~~ Parthemore is plaintiff, and Jacob Parthemore 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 ~~James H. Gill~~, Clerk pro tem of said Court at the Court house aforesaid, this 25th day of October, A. D. 1842.

John Cassil, CLERK, pro tem.

I owe her nothing
I won't pay it or any of it

Jacob Parthemore Administrator of
John Parthemore deceased to the ~~Estate~~ Elizabeth Parthemore
to services rendered defendants intestate
in labor care and attention bestowed and performed
as house keeper for the space of 9 years. at
twenty five dollars per year prior to the
death of said John Parthemore in accordance with
1840 $690.00

Sarah Parthemore
Elizabeth Parthemore
J Summers
Jacob Parthemore

Served by Certified
Copy Apl 27 1842
Wm W Stab Shff

Serv .35
Mile .05
.40

Filed Apl 27. 1842
Sam'l H. Gill Clk

Recorded

Sir I will be come for the one dollar and forty cents for the Parthemores
this the true from 1831 to December 1840
of 158 pr year by Lewis Lemmerman
Wm Stabler
By W. Stabler

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Jacob Parthemore Administrator of Estate of John Parthemore decd

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 ~~Sarah Parthemore~~ Elizabeth Parthemore

in a plea of assumpsit Damages Six hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 27th day of April A.D. 1842

Jas H. Gill CLERK.

E. Paithamon

vs

S. Paithamon Ad

Pleas

Crawford

Union Court of Common Pleas
April Term AD 1842

Elizabeth Pathamour
vs
Jacob Pathamour Admr &c } Assumpsit

The clerk will issue subpoenas for the Deft's witnesses in the above case returnable to August Term ~~of~~ &c

Jas W Crawford
Atty for Deft

Mr

P.S. Mr Pathamour will inform the clerk the names of his witnesses in the above case —
J. W. C —

Filed in Supreme
Court with the other
papers in the case
John Cassidy
Clk

Elizabeth Patterson
Note
$29,41½

Nine Months after date we or either of us promise to pay to Jacob Poethemus Admr of the Estate of John Poethemus Deceased, the sum of twenty nine Dollars forty one and a half cents ~~tt~~ being for bacon received this 26 day of Oct 1840 for witness my hand and Seal.

Elizabeth Poethemus (Seal)

Attest Lewis Sparlich

Filed June 16 1865
John Lofsdell

Elizabeth Parthamore
vs
Jacob Parthamore Adm
of John Parthamore
" "
pr. Defendants.

Supreme Court
June Term
Issue Subpoenas
Alfred V Morse
Rebecca Morse. Nancy Parthamore
Ray G Morse. Sarah Morse. William
Libon. M G McDowl.

Jacob Parthamore
in pro per.

lodging before that time furnished the Plaintiff and her family by the intestate at her request - and also in the sum of $1800,00 for depasturing and feeding twenty head of horses and forty head of cattle before that time furnished and provided by the intestate for the Plaintiff at her request - and also in the sum of $1800,00 for Money before that time found to be due from the Plaintiff to the intestate upon an account stated between them - and that the Defendant will set off on said trial so much of the said several sums of Money so due and owing from the said Plaintiff to the said intestates estate and to the Dft as Administrator as aforesaid against any demand of the said Plaintiff to be proved on the said trial as will be sufficient to satisfy and discharge such demand. and will also then & there demand a Judgement against the said Plaintiff for the balance of said several sums of Money due to the said Defendant as Administrator &c according to the statute in such case Made and provided

By Jas M Crawford his atty

Jacob Pathamour Plaintiff
ads
Elizabeth Pathamour

Plea

Filed June 27, 1842
Chas H Elliott Clk

Plaintiff
Defendant

Crawford

State of Ohio } Union Common Pleas
Union County } April Term AD 1842

And the said Jacob Parthamore Administrator of the goods chattles &c of John Parthamore Dec — comes and defends &c and says that the said John Parthamore the intestate did not assume and promise in his lifetime nor the said Jacob as Administrator since his death has not assumed and promised in Manner and form as as the said Plaintiff hath declared against him and of this he puts himself upon the country and the said plaintiff doth the like

By L D W Crawford
his Atty

The Plaintiff will also take notice that the Defendant on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of this suit was and still is indebted to the intestate and to the said Jacob Parthamore as Administrator &c in the sum of eighteen hundred dollars for the price and value of goods before that time bargained and sold by the ~~Deft~~ intestate to the Plaintiff at her request — Also in the sum of $1800,00 for the price and value of goods before that time sold & delivered by the intestate to the plaintiff at her request and also in the sum of $1800,00 for the price and value of work and labour before that time done and Materials for the same provided by the intestate for the plaintiff at her request — and also in the sum of $1800,00 for Money before that time lent by the intestate to the plaintiff at her request — — and also in the sum of $1800-00 for Money before that time received by the Plaintiff for the use of the Deft — and also in the sum of $1800.00 for Boarding and

Alfred. N. Morse

did you ever here her father order her off

what did he say concerning the making property on the place Could he have kept house without her had she stock on the place and whoes food did they eat the contract with the Heirs before the sale did you work for him did sumuel work for him did he work for others and who received the pay

Wm. H. Silver

Did Betsy ever tell you that her Father Orderd her to take her Buoy and go Did her Father ever tell her that She made more Money off of the Place than he Did Could her Fatherdakept House without her or not was She any Benefit to her Father or not was Betsey under her Fathers Controll or not was She Hired by her Father or not Did Betsey Keep Stock whoes feed Did the Eate howmutch Stock

Wm. G. McDowel

Concerning Keeping Stock

was She any Benefeit to her Father had her Father hired her or not Did She work for her Self or her Father Did She Do any work for you & who got the Pay how mutch Stock had She whoes feed was the kept on

Ray. G. Morse

who hired Betsey for Chipman & how Long before her Fathers Death Did Betsey say what chip man paid her a week Did Betsey say her father orded her off

Sarah Morse Did you hear your father say that he would hire Betsey to keep house
did you ever hear him say he told her to go
Did you ever hear him say they could live better
without her Did you ever hear him say that she
Did not do his work

Nancy Parthemor Did you Live at your
Fathers During the Last Six years before
your Fathers Death Did Betsey ever want
you to Lay in with her what Did She Say
Did you ever hear her Father Order her off Did she ever tell you he Did
who Did She work for ~~how was~~
Did you and her make Cheese on Shares for
your Father had She any Stock & whoes feed
who did the washing at the time of his death
Did he hire her to put up his ~~[illegible]~~ what did she say after the sale
about the property she had bought
Frederic Parthemor
Concerning Samuels work
Did you ever hear your father tel about
Samuel doeing his choes
Concerning a contract beteen her and the
Heirs
Rebecca Morse Did you here Betsey say that
her father had ordered her off Did her father hire her to put up his
Did you hear her say that if she could get property at the sale
to make her out sitting equal to the others she would be satisfied
Did you hear your ~~father~~ Samuel to do Choses that she refused
to let him do

Union Supreme Court

Parthamon
vs
Parthamon

Sub. Witness for
Pltff

Served by Certified
Copies, June 24th 1843
W. W. Steele Sheff

Serv 25
Mile, 45
Copies, 20
.90

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 Frederick Parthemore and Samuel Kerr

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 at 9 o'clock A. M. Term, to testify and the truth to speak on behalf of Elisabeth Parthemore

in a certain matter in controversy in our said Court depending: wherein Elisabeth Parthemore is _____ plaintiff, and Jacob Parthemore 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 of said Court at the Court house aforesaid, this 24th day of June A. D. 1843.

John Capel CLERK. P. T.

Union Supreme Court

Eli. Parthemar
vs
Jacob Parthemar

Sub. fo Witness
Served by reading to
within June 20. 1843
W. W. Steel Sheff

Serv 87½
Mile 50
1.37½

Filed June 21st 1843
John Capsil clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Alfred Moss, Rebecca Moss, Nancy Parthemore, Raz G. Moss Sarah Moss Wm Silvey and Wm G. McDowell

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 26 day of 9 o'clock A. M., to testify and the truth to speak on behalf of Jacob Parthemore in a certain matter in controversy in our said Court depending: wherein Elisabeth Parthemore plaintiff, and Jacob Parthemore administrator 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 Cafie P. T., Clerk of said court at the court house aforesaid, this 15th day of June A. D. 1843.

John Cafie P. T.

CLERK.

Union Com. Pleas

Jacob Parthemore
ads
Elizabeth Parthemore

Served by reading to Wm Bunker Aug 26. 1842
~~Jane~~ served by Reading to Jane McDowel
Alfred V. Morse
Rebecca Morse
Nancy Parthemore
Sarah Morse by
Copy on Ray G. Morse
Benj Thompson &
Wm J. Silver Aug 29-
1842 W W Steele Shff

Serv 1.12½
Mile — .60
Copy — .30
2.02½

Filed Aug 30. 1842
J H Gill CR

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm. F. Silver David Burnham Alfice V. Mase Rebecca Morse Nancy Parthemer Ray G. Mase Sarah Mase Jane McDowell Benjamin Thompson

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Third day of next Term, at 9 o'clock A.M. to testify and the truth to speak on behalf of Jacob Parthemer

in a certain matter in controversy in our said Court depending: wherein Elizabeth Parthemer is plaintiff, and

Said Jacob Parthemer is defendant.

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

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 25th day of August A. D. 1842.

James H. Gill CLERK.

Saml Parthemer
Adm & Ext
Eliz. Parthemer

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Mr Lacky Charles Lincoln Benj. Thompson and John Cassil

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 third day of next Term, to testify and the truth to speak on behalf of Jacob Pathemon

in a certain matter in controversy in our said Court depending: wherein Elizabeth Pathemon is

plaintiff, and

defendant.

And this they said Jacob is 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 27th day of August A. D. 1842

James H. Gill CLERK.

Union Com. Pleas.

Elizabeth Pattemore

vs.

Jacob Pattemore.

Served by reading to Mrs. Silver, & David Burnham, Jane McDowell, Nancy Pattemore, ~~Alfred & Mary Rebecca Morse~~ Ra by copy on Alfred & Morse, Ray G. Morse, Sarah Morse, Benj Thompson, & by reading to ~~Jane McDowell~~ Rebecca Morse, & John Cassil, Mr Hackey & Chas Lincoln not found. Oct 31. 1842

W W Steele Shff

Serv	1.50
Mile	.60
Copies	.40
	2.50

Filed Nov. 2, 1842.

John Cassil, Clerk pro tem

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon William F. Silver, David Burnham, Alfred P. Morse, Rebecca Morse, Nancy Parthemore, Ray G. Morse, Sarah Morse, Jane McDowell, William Lockey, Charles Lincoln, Benjamin Thompson and John Cassil,

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of Jacob Parthemore, in a certain matter in controversy in our said Court depending: wherein Elisabeth Parthemore is plaintiff, and Jacob Parthemore is defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

John Cassil protem.

Witness ~~James H. Gill,~~ *Clerk of our said Court, at the Court-house aforesaid, this* 29th *day of* October, *A. D.* 1842.

John Cassil, protem. *Clerk.*

Filed June 24th 1843
John Capiel Clk

Elizabeth Parthemore } Sup Court
vs
Jacob Parthemore

Frederick
Parthemore
and Samuel

are wanted as
witnesses on behalf of Plff

Wm C. Lawrence
u/s for Plff

Clk S. C.

ninety seven cents one half cents. Therefore it is considered that the said plaintiff recover of the said defendent as administrator as aforesaid the said sum of $ 47.97½ ~~cents~~ damages aforesaid, and also his costs in this behalf expended taxed to $ which damages and costs be recovered and paid out of the goods and chattels in his hands to be administered as administrator aforesaid

Notice of Appeal by Defendant

In testimony whereof I have hereto set my hand and seal of office, this 15th day of June 1843

John Cassil Clerk

Elizabeth Partlemon
vs
Jacob Partlemon
Transcript
Filed May 16, 1843.
John Cassil,
Clerk.

Recorded in M. C. Record

29.41½
23
6.24½
6.66.30
54.75½
3.38.2
29.41.5
32.79.7

The State of Ohio Union County ss
I John Cassil 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 journal of said Court - to wit

Elisabeth Parthemore vs Jacob Parthemore Adm.r of John Parthemore dec.d	August term 1842 Assumpsit	Cont.d

" "

Elisabeth Parthemore vs Jacob Parthemore Adm.r &c	November term 1842

This day came the parties by their Attorneys, and thereupon came a jury, to wit: John Reid 3.rd Wm. B. Irwin, William Norvall, John Cherry, Jesse Mitchell, John Henderson, Squire Beland, John Yost, Geo. W. Cherry, Samuel Barnes, E. W. Crary, and Jacob R Cahill, who being empanneled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do ~~say~~ find that the said defendant did assume and promise in manner and form as the said plaintiff hath complained against him - and they they assess the damages of the said plaintiff at three hundred and twenty one dollars and sixteen and one half cents - and the said jury find due from the plaintiff to the defendant the sum of $ 273. 19 leaving due the plaintiff from the defendant, after the above allowance of offset, the sum of forty seven dollars and

Filed June 26th 1843
Jason Carpenter Clk

Recorded

Elizabeth Parthemore

Jacob Parthemore
Adm of the Estate of
John Parthemore dec

In Supreme Court

The Defendant now comes and moves the Court for a new trial in this cause for the following reasons.

1st There was no proof before the jury of any express or implied contract between Plff and defendant that she was laboring for him

2nd The circumstances as developed in the evidence did not establish, the existance of any understanding between the parties that she was to receive a compensation for her laibor, other than the accumulated from the products of her own laibor other wise than for him

3d The jury erred in making no other offset than the amount due upon the note

4th The verdict was against the law & evidence and is oppressive and unjust to the rights of the estate

J H Crawford

Union Supreme Court

Elisabeth Parthemon
vs
Jacob Parthemon

Sub. for Blis. Mot

Served by reading to
all within June 20.
1843 & cept C. Moo
die & by Copy on her
M. M. Steel Sheff

Serv 1.00
Mile 50
1.50

File June 21st 1843
John Capsil Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Norman Chipman, Samuel Reed, Joanna Reed, Warren Rose, A. S. Alden, John Jenkins, Robert Paris, Clarissa Meader and 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 at 9 o'clock A. M. to testify and the truth to speak on behalf of Elisabeth Parthenon

in a certain matter in controversy in our said Court depending: wherein Elisabeth Parthenon is plaintiff, and Jacob Parthenon Adm. 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 14th day of June A. D. 1843.

John Cassil CLERK. P. T.

No. 43-SC-3

Union Common Pleas Court

Elizabeth Partheemore
Plaintiff,

against

Jacob Partheemore
Defendant.

JUN TERM. 1843

Judg. Vs. Defendant
$182 00

Journal SC Page 72

Record No. 1 Page 330

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 Elisabeth Parthe=mor to have Execution of a certain Judgment rendered in her favour against Jacob Parthemor Admr &c 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 182 dollars damages and Dollars Costs

Witness John Cafsil Clerk of said Supreme Court this 4th Day of July A.D 1843

John Cafsil Clerk

ex. Doc No 2 page 76

Elisabeth Parthemer
vs
Jacob Parthemer admr

Judgment	$182	00
~~Costs~~	~~126~~	
Plffs Costs	54	26
Deffs "	71	82
Writ		41
	308.48	

Made Sept. 5. 1843 $190.00

W. W. Steele Sheff

due now $58.14 –

Recd Oct 18. 1843

Witness Receipts	$	21.75
Clerk fee		46.83
Cash		58.14
		130.97

W. W. Steele Sheff

my fee paid $5.65

Filed Oct 19 1843

6 56 p. mn S 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 Elisabeth Parthemon

recovered against Jacob Parthemon administrator of the estate of John Parthemon deceased

as well the sum of one hundred & eighty two dollars and ——— cents, for her damages, as the sum of $ 54,26 for her 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

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 $ 71,82 the costs of ~~increase~~ Defendant 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 Elisabeth Parthemon

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 Com Pleas

Elizabeth Parthemore
V
Jacob Parthemore ad-
of John Parthemore dec

Filed June 4th 1842
Wm. H. Gill Clerk

Cost bill made

Recorded, Book 4,
p. 105.

Recorded in Supreme Court
record

75 156
234 78
200
200
200
78
312
156 12
390 3279
390 276
1561 7945
156 1821 8
12
2547
$212 25
32 797
179 45 3

to deceive and defraud the said Elizabeth in this
respect hath not as yet paid the said sum of money
in this Count mentioned nor any part thereof to the
said Elizabeth although often requested so to do
but the said [illegible] Jacob [illegible] administrator as aforesaid
to pay the same or any part thereof hath hitherto wholly
refused and still doth refuse to the damage
of the said Elizabeth [illegible] six hundred dollars
and therefore she brings suit &c

By Mr Clawson
her atty

not hath either of them as yet paid the said Sum
of money to the said Elizabeth, altho often requested
so to do But to pay the same or any part thereof to
the said Elizabeth the Da[illegible] John in his life time
wholly refused and the [illegible] Jacob [illegible]ministrator as
aforesaid hath ever sin[illegible] [illegible] of the said John
hitherto wholly refused and still refuses so to do
And whereas also the said John Parthemore deceased
in his life time to wit on the day and year last aforesaid
at the County aforesaid was indebted to the said Elizabeth
in the further Sum of Six hundred dollars for the work
~~of her the said Elizabeth~~ and labor care and dil-
igence of the said Elizabeth by her the said Elizabeth
before that time done and performed and bestowed
in and about the business of the said John Parthemore
and for the said John and at his special instance
and request and the said John (since deceased) in his life
time being so indebted and the said Sum of money being
and remaining wholly due and unpaid the said Jacob
as administrator as aforesaid in consideration
thereof afterwards and after the death of the said John
and after his appointment as such administrator as
aforesaid (to wit) on the first day of December
1840. at the County of Union aforesaid undertook
and then and there faithfully promised the said Eliz
abeth to pay her the said Sum of money in this
count mentioned when he the said Jacob as
such administrator as aforesaid should be there
unto afterwards requested yet the said Jacob ad-
ministrator as aforesaid not regarding his said
several promises and undertakings so by him in
manner and form as aforesaid made but contri
ving and fraudulently intending craftily and subtly

the State of Ohio } Union County Court of Common
Union County ss } Pleas April Term AD 1842

Elizabeth Parthemore complains of Jacob Parthemore administrator of all and singular the goods chattels rights and credits of John Parthemore deceased at the time of his death who died intestate ~~being~~ for that whereas the said John Parthemore in his life time ~~[illegible]~~ ~~to the said Elizabeth~~ to wit on the first day of August 1840 at the County of Union aforesaid was indebted to the said Elizabeth Parthemore in the sum of Six hundred dollars for the work and labor care and diligence of her the said Elizabeth, by her before that time done performed and bestowed in and about the business of the said John Parthemore ~~[illegible]~~ in his life time and for the said John Parthemore and at his special instance and request And Also for divers Materials and other necessaries by the said Elizabeth before that time found and provided and used and applied in and about that labor and work for the said John Parthemore and at his special instance and request and being so indebted he the said John Parthemore in consideration ~~[illegible]~~ thereof afterwards to wit on the day and year last aforesaid at the county aforesaid undertook and then and there faithfully promised the said Elizabeth to pay her the said sum of money when he the said John should be thereunto afterwards requested yet the said John in his lifetime and the said Jacob Administrator as aforesaid after the death of the said John not regarding the said promises and undertakings but contriving and fraudulently intending to craftily and subtilly to deceive and defraud the said Elizabeth in this behalf have not

No. 43 SC-4

Union Common Pleas Court.

Sarah H Williams
Plaintiff,

AGAINST

David O Cropland
Defendant.

Judg vs Defendt

July 1845

Supreme Court

Journal 1 Page 89

Record No. 1 Page 377

Ex. Doc. 1 Page 387

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

Filed June 11th 184.

Penn Cafie

Clk

P. T.

D. O. Copeland
ads
I. H. Williams

Supreme Court
for June term 1843

Issue Subpoena for Milford
Phillips Jeremiah Dee John Mann
Alphonzo Dee Otho M Kennada
Oliver P Kennada David Burnham
Wm B. Irwin

for [illegible] Deft

Clk S. Court

Wm O Lawrence
ats for Deft

Union Common Pleas.

Jeriah H. Williams

v.

David O. Coupland.

Damages, —— $5000.00

Served by Certified Copy
Sept 17. 1842. W M Steele Sheriff

Fee 35
Mile. 05
Copy 15
$.55

Filed Sept 17th 1842
John Capsillear
Protem

"Suit brt. to recover damages sustained by plaintiff, by reason of defendant speaking in the hearing of divers persons, words concerning plaintiff — certain false, wicked, malicious and defamatory words — also for speaking of and concerning plaintiff false and slanderous words,"

W. Hale
Atty for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon David O. Coupland

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

Isaiah H. Williams

in a plea of Trespass on the case: Damages Five Thousand Dollars

And have you 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 Sept. A.D. 1842.

John Cassil, CLERK, pro tem.

Drawn the within by
Trading Spd 17th 48
A L Dunnap Esq

Drawer 12
Malage 20
32

Filed April 19. 1843.
John Cassil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon ~~Mrs Milford Phillips~~ Joseph Morse

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 David O Coupland in a certain matter in controversy in our said Court depending: wherein J H. Williams is plaintiff, and David O Coupland is defendant.

And this she 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 April A. D. 1843.

John Cassil CLERK.

Served by Certified
Copy. April. 18. 1843.
W. W. Steele Sheff

Serv 12
Mile 25
Copy 10
47

Filed April 18th 1843
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Othias M. Kennedy,

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 David O. Coupland, in a certain matter in controversy in our said Court depending: wherein Isaiah H. Williams is plaintiff, and said Coupland 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 18th day of April, A. D. 1843.

John Cassil, CLERK.

Filed April 14th 1845
John Capoie, Clerk

Isaiah H Williams
vs
David O Compland

Supreme Court -
Union County, Ohio.

Depositions will be taken in this case, by the plaintiff at the office of Robert Turner J.P. in the Township of Harmony, in the County of Clark and State of Ohio, on the 10th day of April A.D. 1845 between the hours of 6 A.M. and nine P.M.

April 7th 1845

I.H. Williams Plaintiff

Union common Plea

Williams
vs
Copeland

Sub. for Williams
Witness

Served by reading to
O. C. Kennady O. Ken
=nady. Andrew Keys
& Sumner Payne, &
by copy on J. Burnham
& E Burnham & Thos Surpess April,
7. 1843. — by copy on
Boland Griswold apl 13
1843. W W Steele Shff

Serv —	1.00
Mile	.55
Copies	30
	1.85

Filed April 15th 1843
John Capel Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Sumner Payne, Boland Griswold, Oliver Kennady, O. G. Kennady, Elephus Burnham, Jacob Burnham, Andrew Keys and Thomas Turner 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 Isaiah H Williams

in a certain matter in controversy in our said Court depending: wherein Isaiah H Williams is plaintiff, and David O. Copeland 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 Sixth day of April A. D. 1843.

John Cassil CLERK.

40

Union Com Pleas

David O Copeland
vs
Reuben
Isaiah H Williams

for witnesses

Filed April 17, 1843.
John Caldwell,
Clerk.

David O Couplan }
vs } For trial
Isaiah H William } April Term 1843

Charles G Hopkins John Hanley Dr Milford
Philips Jeremiah Lee John Mann Thomas
Moore Alphonzo Lee Morse
Mathew Gooding Enoch Burrough
are wanted as witnesses on behalf of Deft

Wm C. Lawrence
atty for Deft

Clk Com Pleas
Union County Ohio

Served by reading to Jeremiah Lee, Chas G. Hopkins John Mann Matthew Gooding Thos Moore, Alphonzo Lee & by Copy on Milford Phillips Gregory Hanley Jr. Constable Burroughs April. 17. 1843.

W. W. Steele Sheff
for John Capshe

Alphonzo Lee, demanded his fee not paid for want of funds

Union Common Pleas.

Jeriah H. Williams
vs.
David O. Boyland,

Writ for Deft.

Dur — 1.12½
Plaff — .25
Copies .30
$1.67½

Filed April 17th 1843
John Capshe Clk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting,

WE COMMAND YOU TO SUMMON Charles G. Hopkins, ~~John~~ Jacob C. Hawley, Jr. Milford Philips, Jeremiah Dee, John Mann, Thomas Moore, Alphonzo Dee, ~~J. Morse~~, Matthew Gooding & Enoch C. Burroughs, _____

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~~ 2d day of next Term, at 9 o'clock, am. to testify and the truth to speak on behalf of David O. Coupland, ------ in a certain matter in controversy in our said Court depending: wherein Isaiah H. Williams - - - - - - - - - - is plaintiff, and said Coupland 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, Cerk of our said Court, at the Court-House aforesaid, this 17th day of April, A.D. 1843.

John Cassil, *Clerk.*

Precipe for
Witnesses

Filed April 6th
1843.
John Capsil
Clk

Williams
vs
Copeland

Sumner. Payne. Boland Gresuda
Oliver Kennady. O C Kennady
Elephas Burnham. Jacob
Burnham. Andrew Keyes &
Thomas Turner

A Hall
Atty for Pltff

Issue Subpoena for next Term
Union Co Clerk
C C P

Received this writ July 7th 1845 Served July 12th
on Andrew Keys Chairman of the Board of
Supervisors R. P. Mann - Oliver, Kinsey & Theo
dore Turner - by reading - and on Elijah Dinsmore
July 17th by leaving left at his dwelling house - and
on Sumner Coyne Rowland Grisard & Lorenzo Fa
rick by reading - July 17th 1845

Wm R Robinson Sheriff

Supreme Court

J. H. Williams
vs
D. C. Copeland

Sub. for Deft. Writ.

Service --	$1-12
Mileage --	0-75
Copy --	10
	$1,97

Wm R Robinson
Sheriff

Filed July 18th 1845
John Capel, Clerk

Served on Sumner Chapman July 19th 1845
by reading
Service - - - 12½
Mileage - - - 5
17

Wm R Robinson
Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Sumner Payne, Bowlin Griswold, Oliver Kennady, Alonzo Garlick, Andrew Keys, R. P. Mann, Elisha Burnham, Thomas Turner & C. G. Hopkins also Nathan Chipman to be and appear before our ~~Court of Common Pleas~~ Supreme Court of said County, at the Court House in the town of Marysville, on the first day of next Term, at ~~10~~ 8 o'clock, A. M., to testify and the truth to speak on behalf of Isaiah H. Williams in a certain matter in controversy in our said Court depending: wherein Isaiah H. Williams is plaintiff, and David O. Copeland 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 7th day of July A. D. 1848

John Cassil CLERK.

Filed July 7th 1845
John Capsil
Clerk

Isaiah H Williams
vs
David O. Compland

In Union Supreme Court

Issue subpoenas to Sumner Payne, Borolin Griswold, Oliver Kennady, Alonzo Larkick, Andrew Keyes, R. P. Mann, Eliphas Burnham, Thomas Turner, & C. G. Hopkins, for Plaintiff returnable next term

To John Cassil Clerk

C. W. Allison Atty for Plff

Mich Supreme Court

Williams

v

Sub Writ

Coupland

Served by reading to
Andr. Keyes. Elipras
Burnham & Oliver
Kennedy, & by Copy —
Boland Griswold
Jacob Brunk — & Ann
Rice Pape, June 15th.
1843. W Steele Sheriff

Serv 75
Mile 40
Copies 30
1, 45

Filed June 19th 1843
John Cassil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Sumner Payne, Boland Griswold, Elifhus Burnham, Oliver Kennady, Jacob Burnham And: Keyes and C. G. Hopkins

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 J. H. Williams

in a certain matter in controversy in our said Court depending: wherein J. H. Williams is plaintiff, and D. C. Coupland is defendant.

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

Witness John Capel ~~James H. Gill~~, Clerk of said court at the court house aforesaid, this 15th day of June A. D. 1843.

John Capel Clerk. P. T.

Precipe for
Witnesses

Williams
vs
Coupland

Supreme Court

Issue Subpoena
for Thomas Paine
Boland Griswold. Eliphas Burnham
Ollivier Kennady. Jacob Burnham Andrew
Keyes.
To Lk Supreme Court.

A Hall Atty
for Pltff

Same day reading to Arch: Reyes R. P. Mann. Atty
Copy on D. Payne B. Gaswold O. Kennedy & A
Gardell & E Bumbra June 17. 1844. & by read
ing to Thomas Turner & G Hopkins June 11. 1844
N. G. Apland & Elva Bumbra Att Jenne.
June 17. 1844 N. W Steele Sheff

Union Supreme Court

Isaiah H Williams
vs
David C Copland

Subpoena for Witnesses

Serv	1. 37½
Mile	.40
Copies	.50
	2. 27½

Filed June 18, 1844
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Sumner Payne, Boland Griswold Olivn Kennady Jr. Alonzo Garlick. Eliphas Burnham Andrew Keyes. R. P. Mann, C. G. Hopkins Thomas Lurna jr Welcome G. Applin & Elba Burnham

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 Isaiah W Williams in a certain matter in controversy in our said court depending: wherein Isaiah W Williams is plantiff, and David C Coupland 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 Fourth day of June A, D, 1844

John Cassil Clerk,

S. H. Williams
vs
D. O. Compland

Bac - Witnesses

Pltff

Filed June 4. 1844
John Cassil Clerk

Issued June 4. 1844
John Cassil Clerk

111

Isaiah H Williams
vs
David O Compland

In Union Supreme Court
To June Term A.D. 1844.
Issue subpoenas for Sumner Payne, Boland Griswold, Oliver Kennady Jr. Alonzo Earlick, Eliphas Burnham Andrew Reyes, R. P. Mann, C. G. Hopkins Thomas Turner Jr. Welcome G. Applin, & Alba Burnham on the part of the plaintiff in the above suit to appear at 8 o'clock first day of said Term.

To John Cassil Clerk.

A. Hall & C. W. Allison
Attys for Pltff

Union Supreme Court

Josiah A Williams

vs

D. C. Coupland

Defts Witnesses

Lew	62½
Mile	25
	87½

Filed June 18, 1844
John Cassil Clerk

Served by reading to the Principal. J. Lee
& C. C. Kennedy June 17. 1844. J. Lee & Jno
B Mann Not found
W. McCleod Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Milford Philips, Jeremiah Dee John Mann, Alphonzo Dee, C. C. Kennady

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 Defendant in a certain matter in controversy in our said Court depending: wherein Isaiah H. Williams is plaintiff, and David P. Copeland 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.

Williams
vs
Copeland

Filed June 12. 1844
John Capsil
Clerk

Issued June 12. 1844
John Capsil Clerk

S. D. Coupland
ADS

Supreme Court

I. W. Williams

Milford Phillips Jeremiah

Dec ~~O. C. Kennedy~~ John Mann. Alphonzo

Dec O. C. Kennedy

Are wanted to testify on behalf

of Deft

Wm C. Lawrence

atty for Deft

Union Supreme Court

J. A. Williams

v

D. O. Compton

Precipe for Witnesses

Filed June 17. 1844

John Cassil Clerk

Issued June 17. 1844

John Cassil Clerk

S O Coupland
vs
I A Williams

Supreme court
In case
David Burnham Otho Kearney
ds and Samuel Hanley are
wanted as witnesses on behalf of Deft

Wm C Lawrence
atty for Deft

C S C U Co

Supreme Court

Isaiah H. Williams

vs

David O. Copeland

Sub. for Deft. Wms.

Service ---	$1.12
Milege ---	40
	$1,52

Wm R. Robinson Sheriff

Filed July 18th 1845

John Caffee Clerk

Received this writ July 11th 1845. Served on John B. Bunn Philpart Phillips Jeremiah Lee O.C. Kenady Lewis Bunn & Samuel Halley July 12 by reading and on Otho Kenady & John Reed 3rd July 17 by reading - & Chenizo Lee not found.

Wm R. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John B. Mann, Milford Phillips, Jeremiah Dee, Alphonzo Dee, O. C. Kennady, David Burnham, Otho. Kennady & Samuel Hanley

John Reed 3rd Supreme 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, at 8 o'clock, A. M., to testify and the truth to speak on behalf of David O. Coupland in a certain matter in controversy in our said Court depending: wherein Zaziah H. Williams, is plaintiff, and David O. Coupland 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 11 day of July A. D. 1845

John Cassil CLERK.

Williams
vs
Campbell

Subpoena for Defts Wit

Filed July 11th 1835

Williams } Supreme Court
vs } Union County
Coupland } John P. Mann Milford Phillips
~~Lorenzo Lee~~ Alphonzo Lee O. C. Kennedy
David Burnham Otho Kennedy ~~Sam~~ Samuel
Hawley ~~Olivia Kennedy~~ and

are wanted as witnesses
on behalf of Deft to next term

Wm C. Lawrence
Atty for ~~Pltff~~ Deft

Served this writ by
Reading to John Barrett
July 19 1845

Mileage — $0 25
Service — 1 25
Jm M Robinson Sheriff by
Wm C Malen Dep Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Barret

forthwith 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 10 o'clock, A. M.,~~ to testify and the truth to speak on behalf of D. O. Coupland in a certain matter in controversy in our said Court depending: wherein J. H. Williams " plaintiff, and David O. Coupland " defendant.

And this he 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 19 day of July A. D. 1845

John Cassil CLERK.

Union Supreme Court

L. H. Williams
vs
T. O. Cauthland

Subp for Cauthland
Witnesses
Served by reading to O. C.
Kennady June 14. David
Burnham, Jeremiah Lee
Milford Phillips & by copy
on John Mann, June 16
1843. Alphonzo Lee
not found
W. W. Steele Sheriff

Lee	87½
Mile	25
Copy	10
	1.22½

Filed June 14th 1843
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Milford Phillips, Jeremiah Dee, John Mann, Alphonzo Dee, Otho M. Kanady, C. C. Kennady, Stephen and David Burnham

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 26th day at 9 o'clock A. M., to testify and the truth to speak on behalf of David O Coupland in a certain matter in controversy in our said Court depending: wherein Isaiah H. Williams is plaintiff, and David O. Coupland 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 Cafsie, Clerk of said court at the court house aforesaid, this 12th day of June A. D. 1848.

John Cafsie CLERK. p. t.

J H Williams
& E Prosper
D D Coupland

Filed Sept 16th 1832
John Cassidy Clerk

Isaiah H. Williams
vs
David O Coupland } Trespass on the Case
Damages $500.00

The Clerk of Union Court of Common Pleas will issue summons returnable next term endorsed "Suit brot to recover damages sustained by plaintiff by reason of Deft speaking in the hearing of many persons of and concerning Plaintiff false, wicked, malicious and defamatory words." also for slander of and concerning pltff false, slanderous words."

A Hall atty
for Pltff

Isaiah H. Williams
vs.
David O. Coupland.

filed by consent of
Pltfs Counsel

Filed April 19th 1913
John Cafiel Clk

And the ~~Deft~~ Plaintiff, and his counsel will take notice that the Deft will on the trial of this case insist and prove that the words "Williams stole my coat and umbrella" "Williams stole my coat" in the first and second count of ~~the~~ plaintiff declaration charged were not slanderous and false as charged but were true and just and that Deft spoke and published the same as he had a right to do and not otherwise and that he will further on trial justify the speaking of the words aforesaid

Wm C. Lawrence
Atty for Deft

11

Union Com^n Pleas

D. S. Williams

vs

D. O. Copeland.

Dam	$ — 01
Cost	56. 68
Writ	.41
Service — —	$0 35
Mileage — —	30
Poundage — —	120
	$1,85

Wm M Robinson
Sheriff

Filed March 26. 1846
Joh Carril Clk
6

Received This writ February 2nd A D 1846
Served same day on Dec 2. Generale Dure Cauly &
at the request of the defendant left the same in this
office of said defendant ~~and took~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~
March 25-1846- received of the defendant Thirty Five
Dollars in Cash and Twenty Seven Dollars & Seventy
Eight Cents in receipts from the witnesses in the case

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 19th day of July A. D. 1845.

Isaiah H. Williams

recovered against David O. Coupland.

~~as well as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ One cents, for his damages, ~~as also~~ the sum of Fifty Six dollars and Sixty eight cents. was also assessed against the said D.O. Coupland, for cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said David O. Coupland

you cause to be made the ~~debt,~~ damages and costs aforesaid, with interest thereon from the 18th day of April A.D. 1843 on $28.32 ~~day of~~ from the 19th day of July 1845 on $28.27 ~~A. D. 184~~, until paid: ~~also the sum of~~ ~~$~~ ~~the costs of increase on said judgment,~~ and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the ~~said~~ Persons entitled thereto,

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 2nd day of February A. D. 1846.

John Cassil, *Clerk*

26-

6

Union Common Pleas.

Isaiah H. Williams

vs.

David O. Coupland.

Appeal Bond.

Filed May 20th 1843
John Cassil, Clk

P

Know all Men by these Presents, That we, David O. Coupland, & Robert D Reed

are held and firmly bound unto Isaiah H. Williams in the penal sum of three hun=
=dred dollars ($300) to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and ad=
=ministrators. Sealed with our seals, and dated this 6th day of May, A. D. 1843.

The condition of the above obligation is such, that whereas the said David O. Coupland has taken an appeal from a certain judgment ren=
=dered against him in favor of the said Isaiah H. Williams 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. 1843, for the sum of seventy seven dollars, fifty four cents and eight mills damages, and fifty one dollars and forty five cents costs, to the Supreme Court within and for the county aforesaid:— Now if the said David O. Coupland shall pay the full amount of the condemnation in said Supreme Court, and costs, in case a judg=
=ment shall be entered therein in favor of the appellee, then this obligation shall be void — otherwise in full force and virtue in law.

David O. Coupland (Seal)
R D Reed (Seal)
(Seal)

Attest
John Cassil, Clerk

Union Supreme Court

Isaiah H. Williams
vs.
David O. Copeland.

Transcript.
Filed May 20, 1843.
J. Cassil, Clk.

R.

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

"Isaiah H. Williams vs. David O. Coupland. } April Term – 1843. Case.

This day came the parties by their Attorneys, and thereupon came a Jury, to wit: Alexander Patterson, David Danforth, Stephen Cherry, Levi Phelps, James S. Alexander, William Inscoop, James Kincaid, John Smith, Thomas Cherry, James Kiddle, Joseph Gibson and John Reed 3d, who, being empanelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say, that the said David O. Coupland is guilty in manner and form as the said Isaiah H. Williams hath complained against him; and they assess the damages of the said Isaiah H. Williams, by reason of the premises, to seventy seven dollars and fifty four cents, eight mills. Therefore it is considered that the said Isaiah H. Williams recover of the said David O. Coupland the said sum of seventy seven dollars, and fifty four cents and 8 mills, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended, taxed to

Notice of appeal by deft."

Witness my hand, and the seal of said Court, this 20th day of May, A.D. 1843.

John Cassil, Clerk.

Union Common Pleas

David O Copeland
Pltf } Plea
Isaah H Williams

David O Copeland
ads
Isaiah H Williams

Mon Com Pleas
Nov term 1842
Case

And the said Defendant comes and defends the wrong and Injury when &c and says that he is not guilty of the said supposed grievances above laid to his charge or either of them in manner and form as the said Isaiah hath above thereof complained against him and of this he puts himself upon the country &c

By his atty
Wm C. Lawrence

Filed June 26th 1843
John Caplis Clk

To the Clerk of the Supreme Court
of Union County Ohio

J. H. Williams
vs
David O Coupland

Depositions taken sealed up & directed by me

Thos Wood J P

Filed at the request of Plaintiffs Counsel
June 17. 1844
John Caplis Clerk

Depositions of witnesses taken in a cause Pending in the Supreme Court of Union County Ohio Wherein J. H Williams is Plantiff and David O Coupland is Defendant and for said Defendant in pursuance of the notice hereto attached and at the time and place therein mentioned

Joseph Robinson of the County of Franklin of Lawfull age. being first duly sworn by me as hereafter certified deposes as follows

Question by Deft

What was the Character of J. H Williams for truth and veracity

Ans^r It was not good

Quest by same

what means had you of knowing the Character of said J H. Williams & how long have you known him

Ans^r

I was intimatly acquainted with him for about two years in the Town of Brighton in Clark County Ohio from 1837 to 1839 where we both lived & were near Neighbors

Quest by same

has there ever been any difficulty between you and said J. H. Williams at any time since that

Ans^r There has not been any whatever to my knowledge

Quest^n by same

Would you believe J. H Williams when under Oath if he was interested

Ans^r I would with good corroberating Testimony not otherwise

Joseph Robinson

J. Thomas Wood a Justice of the Peace in and for the Township of Montgomery in the County of Franklin Ohio: do hereby certify that the above named Joseph Robinson was by me first duly sworn to testify the truth the whole truth & nothing but the truth and that the foregoing depositions by him subscribed was reduced to writing

J. H. Williams
vs
David O Coupland

Supreme Court
to be holden in Marysville in June 1843
in the County of Union and State of
Ohio. Depositions will be taken in this case by the Defendant
or his Attorney before Thomas Woods a justice of the peace
at his office in Columbus in the County Franklin and State
of Ohio on the twenty third day of June A.D. 1843 between
six O. Clock A. M. and nine O. Clock P. M. on said day

D. O. Coupland

Personally served on the ninth day of June 1843 by reading this notice to the plaintiff J. H. Williams

J. H. Williams

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 23rd day of June in the year Do 1843

Thos. Wood Jus: Peace

In Union Common

Sarah H Williams

vs

Davis D Copeland

Assn

Filed Nov 21st 1842
John Cassil
Clerk

Cost bill made
Same in supreme court

A Barr for Plff

Isaac H. Williams
vs
David O Coupland

In Union County Court of Common Pleas to August Term 1842

Isaac H. Williams complains of David O. Coupland ~~complains~~ in a plea of trespass on the case for that whereas the said Plaintiff is and always has been a good and faithful citizen of the state of Ohio and has sustained a fair Character among his neighbors for honesty and integrity, and has never been guilty or suspected of the atrocious crime of larceny or stealing, but the said Defendant not ignorant of the premises and contriving and intending maliciously and wickedly to injure and destroy his Character, to bring him into disgrace among all his neighbors and to expose him to the penalties of the law for larceny, did on or about the first day of ~~[illegible]~~ July 1842 at said County of Union utter and publish in the hearing of divers and sundry persons the false wicked malicious and defamatory words of and concerning the plaintiff to wit "Williams (meaning Plff) stole my Coat and Umbrella" "Williams stole my Umbrella (meaning Plff) By reason of publishing which false and scandalous words the said plaintiff is greatly injured in his good name fame and Character, and is rendered liable to a prosecution for larceny

and whereas also at the time of the speaking of the several false and defamatory words hereafter mentioned the said Plaintiff was a good and faithful Citizen of the State of Ohio and had sustained a good and fair character among all his occupations and before that time and was then and there a Captain of the first artillery Company, first Rifle Regiment 4th Brigade 13 division Ohio Militia duly commissioned by the Governor of the State of Ohio. But the said Defendant not ignorant of the premises intending wickedly and maliciously to injure and destroy his character and bring him into disgrace among his neighbors and further intending to injure him in said official capacity and subject him to arrest and trial by a Court Martial for die or about the first day of July 1842 at the said County of Union Ohio and publish in the hearing of divers persons the following false and defamatory words of and concerning Plaintiff and of and concerning Plaintiff in his said official character, "Tom Williams (meaning Plaintiff) stole May Umbrella" "Williams (meaning Plaintiff) stole my coat and Umbrella he (meaning Plff) is a Thief." by means of publishing which false wicked and defamatory words the said Plaintiff is greatly injured in his character and as an officer as aforesaid and has been subject to an arrest and trial before a Court Martial under the Militia Law of the State of Ohio in so much "That on the first day of September 1842 a Warrant was issued by William Orr Colonel of the 1st Rifle Regiment 4th

Brigade 13 Division Ohio Militia commanding
~~Defendant~~ Plaintiff arrest so that on the 2nd day of
September 1842 ~~Defendant was~~ Alonzo Garlick
Ensign of said 1st Company of artillery by virtue
of said warrant arrested Plaintiff to answer
Charges of larceny & theft ~~of larceny~~ so falsely & maliciously & deceitfully charged
preferred against him with Plaintiff & remain-
ing under arrest for a long space of time
to wit three months, and until his discharge by judgment of Court
was under arrest and was
then and there put to great expense of time and
trouble in and about defending said suit
including Attys. fees to wit five hundred
dollars to the damage of the said Plaintiff
for the sum several sums of three thousand
dollars & therefore he brings suit &

By A Hallows
Atty

No. 43-SC-S

Union Common Pleas Court.

Oliver P Odell,
Plaintiff,

AGAINST

Ebenezer, O Carter.
Defendant.

July 1843.

Jury no Defendt.

$99.00

No Record.

Journal 3 Page 150 & 335

Record No. Page

Ex. Doc. 1 Page 357

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

Received this writ Sept 18th 1844
Returned by order of the Clerk

Ex. Docket No. 2 page 111

Oliver S. Odell
vs
Ebenezer O. Carter

Plaintiffs Costs $	26 78
Defendants Costs	38,37
Writ	41
	6 56

Service — $0 35
Milege — 0 35

Wm. M. Robinson
Sheriff

Filed Oct. 9th 1844
John Capell, Clerk

recorded

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action in case lately prosecuted in our supreme Court ~~of Common Pleas~~, within and for the county of Union, wherein Oliver P. Odell was plaintiff, and Ebenezer O. Carter was defendant, the costs of the said Oliver P. Odell were taxed at sixty five dollars twenty One 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 Oliver P Odell in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 19th day of August A. D. 1845 until paid, 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 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 Coart House in Marysville, this 18th day of September A. D. 1845

John Cassil CLERK.

Union Com. Pleas

Oliver P Odell

vs } Praecipe
} In Case

Ebenezer O. Carter

Filed April 4, 1843.

John Cassil
Clk.

By P R Cole

Stale

State of Ohio Union County ss

Oliver Perry Adell
Ebenezer B Carter

Union Com Pleas
In Case Damages Two hundred dollars.

Issue a summons returnable next Term. Endorse suit brought to recover Damages sustained by the pltff. By reason of the defendant falsely and miliciously suing out a writ of attachment from the office of David Burnham a Justice of the Peace against the effects of the plaintiff. — Also for falsely and miliciously suing out an other writ of attachment against the effects of the plaintiff. whereby a large amount of the plaintiffs personal property, & effects was seized & secured.

To the Clerk of the
Court of Com Pleas
Dated April 1st 1843

P B Cole Atty for
Pltff

O. P. Odell
vs
E. O. Carter

Summons

Served by Certified
Copy. April 7. 1843.
N W Steele Sheriff

Serv	.35
Mile	1.00
Copy	.15
	1.50

Filed april 7. 1843
John Capel clerk

Suit brought to recover damages sustained by the Plaff by reason of the defendant falsely and maliciously suing out a writ of attachment from the office of Davis Bunkers a Justice of the Peace, against the effects of the Plaintiff - Also for falsely and maliciously suing out an writ of attachment against the effects of the Plaintiff, whereby a days annoyance of the Plaintiff Personal property & effects were sacrificed

P. B. Cole Atty for Plaff

April 1st 1843

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Ebenezer O. Carter

to appear

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

Oliver Perry Odell

in a plea of the case Damages two hundred Dollars

And have you then there this writ.

WITNESS, ~~JAMES H. GILL,~~ John Cassil Clerk of said Court, at the Court-House aforesaid, this 4th day of April A.D. 1843

John Cassil CLERK.

Second reading
July 7. 1843.
Wm H. Stuart Clerk

Leo 25
Mtl 5
30

Filed July 7th 1843
John Cassell Clk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon N G Bellow & James Pike

to appear before our court of common pleas of said county, at the court house, in the town of Marysville, forth with ~~on the first day of next term, 10 o'clock A. M.~~ to testify and the truth to speak on behalf of Oliver P Odell in a certain matter in controversy in our said court depending: wherein

Said Odell vs plantiff, and

Ebenezer A Carter vs defendant.

And this 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 6th day of July A, D, 1843

John Cassil Clerk,

Union Com. Pleas

O. F. Odell

Sub Wits

E. O. Carter.

Defendants Wits

Serv	37½
Mile	25
Copy	30
	92½

Filed July 4th 1843
John Capiel Clk

Served by Certified Copies to within June 30 1843.
N. M. Steele Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Gabriel Elias Topliff & David Burnham, (and that said Burnham, bring with him a transcript of the Record on his Docket, in the attachment suit of Carter vs Odell

to appear before our court of common pleas of said county, at the court house, in the town of Marysville, on the ~~first~~ third day of next term, 10 o'clock A, M, to testify and the truth to speak on behalf of Ebenezer O. Carter in a certain matter in controversy in our said court depending: wherein Oliver P. Odell is plantiff, and E. O. Carter 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 29. day of June A, D, 1843.

John Cassil Clerk,

union Common Pleas

O. P. Odell
vs
E. O. Carter

Sub. for Witness
Served by leaving
a Certified Copy at
the Residence of
the within Defy 6.
1843. W. W. Steele Shff

Serv — 12½
Mile 65
Copy 10
87½

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm. Vance

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, ~~10~~ 8½ o'clock, A. M. to testify and the truth to speak on behalf of O. P. Odell in a certain matter in controversy in our said Court depending: wherein O. P. Odell is plaintiff, and E. O. Carter is defendant.

And this he 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 3rd day of July A. D. 1843.

John Cassil Clerk.

union common Plas

O. P. Odell

vs

E. O. Carter

Sub. for witness

Served by Certified
Copy July 6/43

W. W Steele Shff

Serv 12
Mil 25
Copy 10
47

Filed July 6th 1843
John Capsil
Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Dee

to 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, 10~~ to morrow Morning at 8 o'clock A, M, to testify and the truth to speak on behalf of Ebenezer O. Carter in a certain matter in controversy in our said court depending: wherein Oliver P. Odell is plantiff, and Ebenezer O. Carter is defendant.

And this he 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 6th day of July A, D, 1843

John Cassil Clerk,

Filed July 3rd 1813
John Cassil
Clk

O. P. Ogle
vs
Z. D. Porter } Union Com. Pleas

— Issued a subpoena for Wm Vance on behalf of the pltff in the above case to attend on the 2d day of the Term.

July 3d 1849

P. D. Hale Atty Pltff.

Joseph Cassil Clerk

Filed June 19, 1843.
John Cassil,
Clerk.

Oliver P. Odell
vs.
Ebenezer O. Carter.

In Case.

Issue subpoena for William Gabriel, Elias Topliff, and David Burnham, witnesses for defendant — requiring said Burnham to bring with him a transcript of the record on his docket in the attach=ment suit of Carter vs. Odell.

Otway Curry,
Atty. for Deft.

To Hazil, Esq. Clerk of Court Com. Pleas, June 19, 1843.

Feld july 6th 1843

24.40
99
12340
2
24680

Odell
vs.
Carter

In Case

Issue subpoena for Samuel Lee, a witness for Deft.

O Curry
Deft's. atty.

To John Cassil Esq.
Clk Ct. Com. Pleas of
Union County Ohio.

Odell
vs
Carter

Fee - for witnesses
Defendant

Filed June 4. 1844
John Cassil Clerk

Issued June 4. 1844
John Cassil Clerk

Oliver P. Odell
vs
Ebenezer O. Carter

In Union County Supreme Court.
To June Term A.D. 1844.

The Clerk will issue subpoenas for Samuel Lee, William Gabriel, Elias Topliff, David Burnham, John Canada Jr, Gabriel Elliott, James Love, & Samuel Cottrill on behalf of the defendant in the above case to appear at court on first day of Term.

O. Emery &
Allison & Hall attys
for Def

To John Cassil, Clerk
June 4th 1844

Odell
vs
Carter
Proc Pltff Writ

Filed June 15. 1844
John Cassil
Clerk

Issued June 15. 1844
John Cassil Clerk

O. P. Odell } Union Co. O.
vs } Supreme Court June Term 1844
R. O. Porter }

James Hill } Issue a Subpoena for H. G. Ballou
} Witness for Plff
June 15, 44 } P. B. Neale Atty for Plff

To the Clerk of said Court

Received by reading to Mr. Hamilton June 5. 1844

by reading to Mr Gabriel & Joh Kennedy for Felicia Foplitt June 17. 1844 & by Copy on Saml Lee June 17. 1844. by Copy on G. Elliott S. Sure & Saml. Cotrell June 21. 1844.

Mr. Wm S Teale Plaintiff

Union Supreme Court

Oliver P. Cotell

vs

Ebenezer C Carter

Subpoena for Witnesses

Serv	1.00
Mile	1.75
Copies	.60
	$3.35

Filed June 21. 1844

John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Dee. William Gabriel. Elias Griffiff David Burnham John Canada jr. Gabriel Elliott. James Love and Samuel Cottrill

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 Ebenezer O. Carter ——— in a certain matter in controversy in our said Court depending: wherein Oliver P. Odell is plaintiff, and Ebenezer O. Carter 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 4th day of June A. D. 1844,

John Cassil ——— Clerk.

Oliver P Odell } In Case
vs } Supreme Court Union Co. Ohio
Ebenezer O Carter }

The deposition of Mrs Ballou an aged & infirm person will be taken in this Case by the plaintiff at the House of Martin Ballou in Union Township Union County Ohio on the 16th day of July A D 1845 — between his A M and mine P M — Oliver P Odell

Dated July 11th 1845 —

Served on me July 11th 1845 —
Otway Curry
Deft's atty.

Filed July 5th 1875
John Griffith, Clerk

Concedo ac fuere 24 to 1875 ex
parte Atk P/3 Cale solicit
for Deft

Oliver P. Odell
vs
Ebenezer O. Carter } Supreme Court.
In Union County, Ohio.

Depositions will be taken in this case by the defendant, at the office of, and before William Hamilton, a justice of the Peace, in and for the Township of Claibourne in said County of Union, Ohio. on the 26th day of June A.D. 1845. between the hours of six A.M. and nine P.M.

June 24th 1845

Ebenezer O. Carter

Oliver P. Odell
E. O. Carter

Oliver P. Odell
v s
Ebenezar O. Carter

Service - -	$0-25
Milege - -	20
	45

Wm M. Robinson
Sheriff

Filed July 18th 1845
John Cassil
Clerk

Served this writ upon the Defendant
and found the same by reading
July 17th 1845 —
Oliver Odell

Served on Daniel Burnham & Elias
Tapliff by reading July 17th 1845 —
Wm M. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Horace G. Ballou, James Kile & William Vance & David Burnham & Elias Zapliff

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, at 10 o'clock, A. M., to testify and the truth to speak on behalf of Oliver P. Odell in a certain matter in controversy in our said Court depending: wherein Oliver P. Odell is plaintiff, and Ebenezer D. Carter 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 23 day of June A. D. 1845

John Cassil CLERK.

Filed June 25
1848
John Cassil
Clerk

Oliver P Odell
vs
Ebenezer O Carter

Supreme Court
Union Co. O July Term 1845

Issue a subpoena for Horace G. Ballou James Kile William Vance David H. Burnham & Elias Sopliff. witnesses for Plaintiff

June 28th 1845

P. B. Cole
Atty for Plff

To John Lasil Clerk

Supreme Court

C. S. Odell

vs

E. O. Carter

Writ Vit

Served by reading on Samuel Dee David burnham Elias Topliph on the Seventeenth of July Served by copy on wilson Reed the 18th of July ~~Joh~~ Served on Gabriel Elliotte by copy on the 18th of July Served on Samuel Cobrill July the 18th 1845 by reading

Filed July 19. 1845

Ebenezer O Carter

Ph Cassil Clk.

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Dee, William Gabriel, Elias Topliff, David Burnham, John Kannada, Gabriel Elliott, ~~James Lee & Samuel Cotrill~~ Samuel Cotrill & Wilson Reed

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 Ebenezer O. Carter in a certain matter in controversy in our said Court depending: wherein Oliver S. Odell is plaintiff, and Ebenezer O. Carter 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 24th day of June A. D. 1845

John Cassil CLERK.

Oliver P. Odell
vs
Ebenezer O Carter

Union
Supreme Court.

Issue subpoenas in the above case to Samuel Lee William Gabriel, Elias Topliff, David Burnham John Kennady, & Gabriel Elliott ~~& Samuel Cotrill~~ for Defendant.

June 24th 1845

E W Allison
Atty for Deft

To John Cassil Clerk of Sup Court.

Sold on this 2 day of Oct 1841 agreeable to the order of David Burnham a justice of the peace of union township in union County one gray mare taken as the property of perry Cole on a writ of attachment in favor of Ebenezer O Carter said mare sold for twenty ~~four~~ seven dollars and 18¾ cents

~~levying~~ serving warrant		25
Mileage and levying		40
for horse keeping	52 days	4 25
advertiseing		25
percentage on the sale		1 08
Oct 2-1841		

(6.23)

Samuel Dee, constable

Order to sell Plaintiff's costs 25 cts

The State of Ohio Union County, SS.
To Samuel Dee Constable of Union township, Greeting
You are hereby commanded that of the goods, chattels, rights
credits and effects of Oliver Perry Odle an absconding debtor
to wit one grey mare which you attached as the property
of said Oliver Perry Odle at the suit of Ebenezer O. Carter, you
expose to sale, and this writ, with the money made
by the sale of said property and effects, duly return.
Given under my hand and seal this 20th day Sept.
1841

David Burnham J.P. (Seal)
of Union township

Notice
to produce
bill of sale

Oliver P Odell
vs
Ebenezer Coster

In Supreme Court Union Co. Ohio
In Case —

The defendant is hereby notified to produce on the trial of this cause the written bill of sale which was given by the Plaintiff to defendant for a mare in August 1841. as the same belongs to Deft. and is in his possession, ~~or~~ and if the same is not so produced the plaintiff will prove the contents thereof by witnesses on the trial of said Cause

July 17th 1845 — P B Beale Atty for Pltff

July 17th 1845 — I acknowledge service hereof.

Otwey Curry
Deft's atty.

Filed July 7th
1865 John Cafi
Clk

O P Odell
vs
E O. Carter } Union Com Pleas

issue a subpoena for Th.
E. Ballou & James Hale wit for
Pltff July 6th 1843

P B Gale atty for
Pltff

Ebenezer Carter
vs
Oliver Perry Odle
In Attachment
Order to Sell property
This Writ — 25 Cts.

5 —

B.P. Odle

The State of Ohio Union County. SS.

To Samuel Dee Constable of Union township Greeting you are hereby commanded that of those goods chattels, rights credits and effects of Oliver Perry Odle an absconding debtor to wit one Saddle, Bridle, one Note of hand against Benjamin Hile and Enoch Hile for five dollers, one note of hand against Benjamin Smith calling for thirty dollers and one Scythe & one scythe stick which you attached as the property of said Oliver Perry Odle at the suit of Ebenezer Carter you expose to sale and this writ with the money made by the sale of said property and effects duly return.

Given under my hand and seal this 18th day of Nov. 1841

David Burnham (Seal)
Justice of the peace of Union township

on a writ of attachment issued By David Burnham I have Sold one gray mare taken as the property of Perry Odle to satisfy a Claim of Ebenezer Carter and my fees

stepping a warrant on James Kile	25
for leaving mare Sold for 27-18 3/4	20
for Mileage	20
for keeping horse 52 days	4 25
for advertizing	25
for percentage on the sale	1 08
my Cost is paid Oct the 2 1841	6, 23

all as order from David Burnham I Sold one saddle and one Bridle for nine dollars and eighteen cents and one scythe and snathe for one dollar and one note on Benjamin Smith of thirty dollars and one note on Benjamin Hile and Enock Hile of five dollars Benjamin smiths note sold for sixteen dollars and Benjamin Hiles note sold for three dollars and seventy five cents sold on the 29 day of Nov. 1841
fees one dollar and forty five cents

S Dee, Const

John Castle Clerk
of the Court of Union
County,
Ohio

Filed July 5th 1845
John Castle, Clk

Depositions of witnesses taken in a cause pending in the Supreme Court of Union County Ohio. wherein Oliver P Odell is plaintiff and Ebenezer O Carter is defendant and for said Defendant. in pursuance of the notice hereto attached and at the time and place therein mentioned. both parties being present.

James Love of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes as follows

Questions by ~~plaintiff~~ Defendant put to James Love he states that sum time in august 1841 to the best of his recollection that he was at Wm Wilsons the Defendant and the plaintiff called him and Gabrel Elliot he asked what they wanted and they said they had a peec of paper that they wanted us to sign I ast them what it was they told us it was an order for a saddle and bridle if my memmory serves me right he had the saddle and bridle in possession or in his care I do not no which I do not remember whether I signed the order or not as a witness to the best of my recollection Gabrel put his name on the order as a witness the sadle and bridle alluded to above was in possession of Mr Hile ~~or his brotherinlaw~~ thoug I do not recollect whether he called him Mr Hile or his brotherinlaw

Questions by Plaintiff. did you say that the plaintiff & Def Called you out some distance from the House, to have you sign said order answer they did where did Elliot get the pen and ink to sign it with answer I do not know

question by Same. do you know that with any certainty that they said the order was for a saddle & bridal, at all, all that I remember of knowing they told us so when we went out to them

what time in the day was this transaction. How far was it from Wilsons House. in what County does Wilson live. & who was in the House at Wilsons at the time it was between 6 and 8 Clock in the morning as near as I can recollect it was between 4 and 10 Clock from the house I believe Wilson lived in Madison County at the Darbe planes I do not recollect who was in the house

turn over

Brought over

Ques. by same. did you read the order or hear it read in presence of O'Dell, or do you know whether O'Dells name was signed to it at all. I did not read the order or hear it read to my certain recollection and I do not know whether O'dles name was to it or not

question by same, did the parties talk over the circumstances of the transaction as to what the order was given for at that time.

Answer nothing more than what I have stated before

question by same. did you see the order, & if so how large a piece of paper was it answer I seed a peace of paper they called the order the size of the paper I do not remember

question by same. had the parties any pen and ink with them at the time, or do you remember of seeing any writing done. I do not remember seing any ink or any writing done to be certain

James Love

I herby certify that the above deposition was taken before the subscriber an acting justice of the peas for Colleton Tounshep in union County on the 26 day of june according to notice given

William Hamilton J P

Justices fees for taking the above deposition
Ten cents per each hundred words 5 60 words
$0 50

The Plaintiffs ~~witt~~ except to this deposition
1st Because the order spoken of by the witness was not produced & is not now on hands
2d Because there is no sufficient certificate to the deposition.
3d Because the witness lives in the County
July 16 1845

P Bleakley Atty for Pltff

Affidavit

Ebenezer O Carter

vs

Oliver Perry Cole

For Attachment

This Writ — $0,25

The State of Ohio Union County, Union Township, SS.
Ebenezer C. Carter makes oath, and says that Oliver Perry Cole is justly indebted to him in the sum of thirty five Dollars or more, and that said Oliver Perry Cole hath absconded to the injury of his creditor, as he verily believes, And the said Ebenezer Carter makes oath, and further says that he has good reason to, and does verily believe that one James Kyle hath in his posesion belonging to the said Oliver Perry Cole the following discribed property and effects to wit, one grey mare, one Saddle, one bridle, one sythe, one sythe stick and one note of hand supposed to be against Benjamin Kyle for five dollars or thereabouts, And the said Ebenezer C. Carter makes oath, and further says that he is in fear and verily believes that the said James Kyle will abscond before Judgement can be had against him in the premises

Ebenezer C Carter

Sworn to and subscribed before me this 12th day August A. D. 1841

E. B.

David Burnham J.P.

I executed this writ on the 13th day August 1841 by attaching in the presents of Norman Chipman and James Riddle two credible persons certain property in the possession of James Doyle and Benjamin Smith discribed in the inventory and appraisement herewith returned; and which now remains in my hands. The said Oliver Perry Odle hath not any goods or ~~any~~ other things in said County besides the above which I can attach by virtue of this writ

Fees { Milage 20¢ / Service 20¢ / 40¢ }

August 13. 1841

(S Dee) Constable

Attachment
Ebenezer Carter
vs
Oliver Perry Odle
This writ $0.25

The State of Ohio:

To any Constable of Union Township, Union County Greeting, Whereas Ebenezer C Carter hath this day made oath that Oliver Perry Odle is justly indebted to him and that the said Oliver Perry Odle absconds, to the injury of his creditors as he verily believes; You are therefore hereby commanded to attach the goods, chattels, rights, credits, moneys and effects of the said Oliver Perry Odle which may be in your County agreeable to law, Hereof fail not and of this writ make legal service and due return according to law

Given under my hand and seal this 12th day of August A. D. 1841

David Burnham J. P. (Seal)
in and for said township and County

An inventory and appraisement of property attached by the undersigned Samuel Dee Constable of Union township Union County at the suit of Ebenezer C Carter against Oliver Perry Odle made this 13. day of August 1841 upon actual view by said Constable and Norman Chipman and James Riddle two freeholders of said County the said Norman Chipman and James Riddle being first duly sworn by said Constable to wit

One grey mare appraised at thirty dollars
One saddle & one bridle " " Sixteen —"
one Note of hand against Benjamin A. Hill & Enoch Hill, appraised at Five —"
one Scythe & 1 Scythe Stick — " — one " fifty cents
one Note of hand against Benj. Smith, Calling for — Thirty "

Samuel Dee Constable
N. Chipman
James Riddle

August 13. 1841

have the property sold on the 29th Nov 1841
give the order on the 19th of Nov.

United States Supreme Court

Oliver P. Odell

vs

Ebenezer B. Carter

Transcript

Filed August 3d 1843
John Cassil Clk

The State of Ohio, Union County ss

I, John Capsil, Clerk of the Court of Common Pleas, within and for the County of Union and State of Ohio do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

Oliver P Odell
vs
Ebenezer O. Carter
} In Case

This day came the parties by their attornies. And thereupon came a jury, to wit:- Robert Curry. Richard Hoskins. John Woodruff Jas. W. Rosecrants. John Bonnet. Aquilla Turner. Joshua Marshall William C. Piper. Thomas M. Ewing. Samuel Sager. Alexander Mc. Allister & John W Cherry. who being empannelled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the said Ebenezer O. Carter is guilty in manner and form as the said Oliver P. Odell hath complained against him, and they assess the damages of the said Oliver P Odell by reason of the premises to Ninety Nine dollars. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of Ninety Nine dollars his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxe at Dollars

Notice of Appeal by Deft

Witness my hand, and the seal of said Court this 3rd day of August A.D. 1843

John Capsil
Clerk

Union Common Pleas

O. P. Odell

vs

E. O. Carter

Appeal Bond

Filed August 3d 1843
John Cassil
Clerk

R

Know all Men, by these presents that we Ebenezer Carter and Stephen Dysert are held and firmly bound unto Oliver P Odell in the penal sum of $250.00 to 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 22nd day of July A D 1843.

The Condition of the above obligation is such that whereas the said Ebenezer has taken an appeal from a certain judgment rendered against him in favor of the said Oliver P Odell in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the July term thereof AD 1843 for the sum of 99 dollars damages and twenty four dollars and 40 cents costs to the Supreme Court, ~~and costs~~ within and for the County aforesaid; Now if the said Ebenezer shall pay the full amount of the condemnation in said Supreme Court, and costs in case a judgement shall be entered therein in favor of the appellee, then this obligation shall be void otherwise in full force and virtue in law

Ebenezer Carter (Seal)
Stephen Dysert (Seal)

Affirmed by me
John Cassil Clerk

Union Common Pleas.

Ebenezer O. Carter
ads.
Oliver P. Odell.

Plea.

Filed June 19, 1843.
John Cassil,
Clerk.

Ebenezer O. Carter
ads.
Oliver P. Odell.

In Case.

And the said Ebenezer O. Carter comes and defends, &c., and says that he is not guilty of the said supposed grievances laid to his charge, in manner and form as the said Oliver P. Odell hath complained against him; and of this he puts himself upon the country — and the said Oliver P. Odell doth the like.

By Otway Curry,
his Atty.

The State of Ohio Union County, SS.
I solemnly certify, that the foregoing is a full and true copy from my docket, of the proceedings had by me before me, in the above cause

David Burnham J.P.
of Union Township

Money made on sale $57.11
Paid Plaintiff claim $34.81
" S. Hawley " 7.10
Costs 12.74, 14.65
Due Defendant $2.46
Transcript paid for by Defendant 31
Due Defendant — $2.77

Transcript
E. C. Carter
vs
O. P. Cole

Ebenezer O. Carter
vs
Oliver Perry Odle

Plaintiffs Claim	$34.81
Affidavit	25
Writ	25
Writ to Garnishee	25
Ent. Judg. for Plaint.	25
Ent. Judg. for S. Hanly	25
Order to sell mare	25
Order to sell other prop.	25
Docket Entry	10
S. Hanly Claim	7.10
Pa. for advertising	1.50
Appraisers Fee	1.00
Transcript	31
S. Dec Con Fees	8.08
Transcript paid by Defendant	

In Attachment
Oliver Perry Odle To Ebenezer O. Carter Dr. June 1841 To 1 Grey Mare Sold for forty Dollars $40.00
July 1841 Cr. By Cash $5.00
" " " " ½ days work 19 5.19
$34.81

August 12. 1841 The plaintiff filed his bill of particulars & his affidavit that the Defendant is justly indebted to him in the sum of thirty five Dollars or more but not exceeding one hundred Dollars. and said defendant ~~and said defendant~~ absconds to the injury of his creditors as he verily believes. Whereupon I issued a writ of attachment and delivered the same to Samuel Dec Constable which was returned August 13th 1841 Indorsed as follows. I executed this writ on the 13th day of August 1841 by attaching in the presents Norman Chipman and James Riddle two credable persons. certain property in the posesion James Hyle and Benjamin Smith described in the inventory, and appraisement herewith returned. and which remains in my hands. The said O. P. Odle hath not any goods or other things in said County besides the above which I can attach by vertue of this writ. Samuel Dec Const. An inventory and appraisement of property attached by the undersigned Samuel Dec Const. of Union Township Union County Ohio at the suit of Ebenezer O. Carter against Oliver P. Odle made this 13th day of August 1841

Upon actual view by said Constable, and Norman Chipman and James Riddle two free holders of said County. the said Norman Chipman & James Riddle being first duly sworn by said Constable, to wit one grey mare at thirty Dollars. one Saddle & one Bridle sixteen Dollars. one note of hand against Benjamin Hyle & Enoch Hyle at five Dollars one scythe, and one snath stick at one Dollar & fifty Cents. and one note of hand against Benjamin Smith at thirty Dollars

August 13th 1841

Samuel Dee Const.
Norman Chipman
James Riddle

The plantiffs claime was adgourned over to untill the 15th day of Sept. next at 1 O. Clock P.M.

Sept 15th 1 O Clock P.M. appeared and was examined on his account. and produced satisfactory proof of having advertised the issuing of the attachment in the foregoing cause agreable to law and produced a copy of the advertisment.

The plantiff was then examined relative to his account and proofs duly made. Whereupon it is considered by me that said plantiff recover of said defendant the sum of thirty four Dollars & eighty one cents debt and costs of suit Sept 20. 1841 Issued an order for the sale of one Grey mare attached. and delivered the same to Saml. Dee Const. and was returned Oct. 2d 1841 Indorsed the said mare sold to Ebenezer O. Carter for the sum of twenty seven Dollars 18¾ cts. Const. Costs Six Dollars 23 cts.

Nov. 10th 1841 This day Samuel Hawley appeared and presented his claime against said defendant it being a note of hand against the defendant Harris G Ballard for twelve Dollars dated Aug. 8. 1841 with five Dollars indorsed paid Aug. 10. 1841. The said

Samuel Hanly was sworn and examined relative to the Justness of said note and payments made on the same. Whereupon it is considered by me that the said Samuel Hanly recover of said defendant Oliver Perry Odle the sum of Seven Dollars & ten Cts. Debt and costs of suit. Nov. 18. 1841 I issued an order to Saml. Dee Const. to sell the following discribed property taken in the above suit which was returned Nov. 29. 1841 I accordingly sold one Saddle & one Bridle for nine Dollars & 18 Cts & one scythe & stick for one Dollar & one note on Benjamin Smith calling for thirty Dollars sold for sixteen Dollars, & one five Dollar note on Benjamin Hile sold for three Dollars seventy five cents

(Signed) S. Dee Const.

Nov. 29th 1841 Recd of D. Burnham thirty four Dollars and eighty one cents in full of my claime against Oliver Perry Odle, and also one Dollar & fifty cents on printers receipt for advertising in the foregoing attachment case

Ebenezer O. Carter

Nov. 29th 1841 Recd seven Dollars and ten Cts. in full of my demand due in the foregoing attachment suit against Oliver Perry Odle

S. Hanley

Nov. 29. 1841 Recd our fees in full as appraisers in the foregoing case amounting to fifty cents each

N. Chipman

J. Riddle

Nov. 29. 1841 Recd eight Dollars & eight Cts in full of my fees as Constable in the foregoing case

Samuel Dee Const.

State of Ohio } Court of Com. Pleas April Term
Union County ss } A.D. 1843

Oliver Perry Odell complains of Ebenezer O. Carter in a plea of the Case, for that whereas the said Odell on the 12th day of August A.D. 1841 was a resident of the ~~Count~~ County of Union aforesaid, And the owner & in possession of a large amount of personal property, credits and effects, consisting of one gray mare one saddle one bridal one sythe & hangings, on the premises of Martin Ballow in said County. And held a note on B. and E. Pile for five dollars also a note on B. Smith for thirty dollars the last mentioned note was then in the possession of the defendant, yet the Defendant well knowing the premises, that the plaintiff had not absconded, but contriving & maliciously intending wrongfully to injure the plaintiff, on the 12th day of August A.D. 1841 at the County aforesaid falsely & maliciously made oath before David Burnham a justice of the peace in & for said County, that the said Odell was indebted to him, and had absconded to the injury of his creditors, And thereupon sued out from the office of the said justice of the peace a writ of attachment against the property & effects of the plaintiff, and caused the ~~same to be levied~~ above described property and effects to be seized ~~only said writ~~ by a constable by virtue of said writ and ~~exposed to~~ sold ~~at public~~ to the damage of the plaintiff two hundred dollars.

And the said Odell further complains of the said Carter, for that whereas the said Defendant on the 12th day of August A.D. 1841, at the County aforesaid, continuing and maliciously intending wrongfully to injure the plaintiff, made oath before

No. 43-SC-6

Union Common Pleas Court

William Stokes
Plaintiff,

against

Nathaniel Norvil
Defendant.

JUL TERM 1845

Judg. Pr Defendant

Supreme Court.

Journal 1 Page 90-439

Record No. 1 Page 358

Ex. Doc. 1 Page 299

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

Union Common Pleas

Wm Stokes &c
vs
Nathaniel Norvil
& Rufus Norvil

Precipe

filed April 5 -
1843
John Caspis Clk

Wm Stokes executors of
Joseph Stokes Decd
vs
Nathaniel Norvil
Rufus Norvil

Union Common Pleas
April term 1843
Assumpsit
Damages 400 Dlls.

issue a summon returnable on the first day of instant

Endorse "suit Brot on Defts note of hand for two hundred and ten dollars with interest from date and dated sixteenth day of october 1838 given to Benjamin B Dillon and payable to him or order and by him assigned to Stokes & Parker and by them to plaintiffs testator Also for goods sold and delivered Money Lent &c"

By Wm C Lawrence
his atty

Union Supreme Court

Ann Stokes et al
vs
A Norvil

Transcript

Filed august 7th
1843
John Cassil
Clerk

Recorded

The State of Ohio, Union County, ss.

I John Cafsil, Clerk of the Court of Common Pleas, within, and for the County of Union and State of Ohio, do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

William Stokes, executor of Joseph Stokes
vs
Nathaniel Norvil

July Term 1843
In Assumpsit
This day came the parties by their attornies and submitted this cause to the Court, and neither of the parties requiring a jury, and the Court being fully advised in the premises do find that the said Nathaniel Norvill, did assume in manner, and form as the said plaintiff hath complained against him, and that the plaintiff hath sustained Damage thereby to $269.70/100. Wherefore it is considered by the Court that the plaintiff recover of the said Defendant the said Sum of two hundred and sixty nine dollars and 70/100 his damages so as aforesaid assessed and also his Costs taxed at

Notice of Appeal by Deft.

Witness my hand and the seal of said Court, this 7th day of August A.D. 1843

John Cafsil Clerk

Wm Stokes Exr &c
vs
A Sorrel

Appeal Bond

Filed August. 7th 1843
John Cassil Clerk

Know all men by these presents that we Nathan-iel Norvil Frederick R West are held and firmly bound unto Wm Stokes Executor of Joseph Stokes Deceased in the penal sum of six 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 7th day of August A.D. 1843

The Condition of the above obligation is such that whereas the said Nathaniel Norvil has taken an appeal from a certain judgment rendered against him in favor of the said Wm Stokes Executor of Joseph Stokes in the Court of Common Pleas within and for the County of Union and State of Ohio at the July term thereof 1843 for the sum of $269.70 damages and $9-63 Costs to the Supreme Court of said County. Now if the said Nathaniel Norvil 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 in full force and virtue in Law

Nathaniel Norvil (Seal)
F R West (Seal)

Approved by me
John Cassil Clerk

Mr Chancellor
&c
Petitioners Executor

Plea

Filed July 5th 1843
John Cassidy
Clerk

Recorded

Union Court of Common Pleas
April Term 1843

Nathl Morrell
vs
Wm Stokes Exr } The said Nathl Morrell now comes and defends the wrong and injury when &c and says that he did not assume and promise in manner and form as the said pltff in his said declaration upon said Nath alledges against him and this he puts himself upon the Court — and the pltff doth the like

By Crawford
his Atty

said Dillon in hand a large amount of money in hand to wit $510,00 being ten dollars more than 5 dollars per acre for said 100 acres of land the price per acre agreed upon &c

And the said Pltff will take Notice that the Deft will plead in Bar and insist upon the trial of the said Dillon and the said Stokes & Parker and the said William Stokes collusively together and caused said transfers to be made on said Note from Dillon to Stokes and Parker & from Stokes & Parker to said William Stokes for the purpose of cheating and defrauding the Defts and enabling said William Stokes to sue justly upon a collection of said Note &c all without the Defts privity May be required by the country &c

By Ira E Crawford
Deft Atty

Stokes Executor
vs
M Mountcastle
Plea & Motion

Filed Oct. 3rd 1844
John Carroll Clerk
Supreme Court

Recorded
Vol 5
p. 111
p. 321

Crawford
Atty

Union County Supreme Court
To Term June AD 1845

Stokes Adm^r
vs
N Thomas et al } In Assumpsit

The said Pltff will take Notice that the Defts will ~~undertake to prove~~ give in mitigation and insist upon the trial of this cause that the said writing obligatory in the said Pltffs declaration mentioned if any such was given - was given in part payment of a certain tract of land purchased by Defts of ~~Pltff~~ Benjn Dillon which said piece parcel or tract of land was shown by said Dillon to Defts and the corners pointed out to Defts by said Dillon and warranted by said Dillon to contain 144 acres as will more fully appear by reference to the title bond of said Dillon shown to the court which land was sold by said Dillon to Defts at 5 dollars per acre ~~&c~~

And the said Pltff will also take notice that Defts will give in mitigation and insist upon the trial of this cause that said land did not contain 144 acres as represented by said Dillon ~~&c~~ but contained but 100 acres and did not go to the corners shown to Defts by said Dillon all which said Dillon well knew at the time but fraudulently misrepresented to ~~your~~ ~~orator~~ Defts as aforesaid with intend to cheat and defraud said Defts and thereby caused Defts to execute said Notes for a large amount of money more than they received for in exchange for and having a large amount of said money paid to said Dillon in land and the balance now claimed to be due and owing on said writing obligatory aforesaid that said Defts paid to

this shall release me my heirs or Executors to convey
unto Benjamin Dixon his heirs or Assigns by a sealed
Warrantee deed a Survey of land in my name in Union
County on the waters of the Flat Branch of Valley Creek
No 15849 supposed to contain one hundred Acres (the
true quantity to be hereafter ascertained by a Resurvey
at my expense) Beginning at A Beach & a Dogwood and
two Jessamine and Easterly Corner of a Lot of 289 Acres sold
by ~~me~~ Samuel Gettinger to John Williams and Jesse Westbrooks thence with
their line S 52 W 200 Poles to A Stake in the line of
Thomas Sears Survey No ~~—~~ thence with said line S 38 E 80
Poles to 2 Beaches and an ash Corner to Survey in the name
of George Wynne, thence with his line N 52 E 160 Poles
to A Beach and Dogwood Corner to said Survey thence
N 38 E 176 Poles to A Stake westerly Corner to A Lot of 100
Acres Conveyed by ~~me~~ Samuel Gettinger to William Stokes thence with his
line N 52 E 40 Poles to A Dogwood Elm and Buckeye
in his line Northerly Corner to Richard Dawson's Survey
No 12282 thence with their line N 38 W 158 Poles to the
Beginning the said Deed to be made by the first of May 1840
in and for the Consideration of the sum of three
hundred Dollars paid in hand on the first Day of August 1838

In witness whereof ~~the said parties~~ I have
hereunto set ~~their~~ my hand and seal this 4th
day of June 1838

Edward P Inskeep

Wm P Perrett

314	2.434
81 11	2.36
124	3 14
243 4	2.43 11
4,80 34	

Wm Stokes Executor &c
vs
Nathan Norris

Notice
To Wm Stokes

Serd by Read July 18th 1845
Wm Painter
Const

Wm Stokes Executor of the estate
of Joseph Stokes deceased
vs
Nathaniel Neville

} Supreme Court Union County Ohio

Depositions will be taken in this case
by the defendant in the town of Middleburgh County of Logan
on the 18th day of July between 6 O.C. A.M. and 9 O.C. P.M.
before Wm Parker Justice of the Peace & Attorney at Law
July 18 1845

Depositions of witnesses taken in a cause pending in the supreme court of Union County Ohio, Wherein Wm Stokes Executor of the estate of Joseph Stokes Deceased, is Plaintiff and Nathaniel Norvill, is defendant, in pursuance of the notice hereto attached, and at the time and place therein mentioned. Nathaniel Norvill the defendant present

Samuel Warner of the County of Logan of lawful age, being first duly sworn by me, as hereafter certified, deposes and says that, "He was at Mr Norvills at the time that Mr Shilton & Norvill was making the trade for the land, Mr Norvill stated that unless there was one hundred and fifty acres, he did not want to purchase as Rufus his son wanted fifty acres and he wanted one hundred for him self. Shilton says that there was one hundred and forty four acres of land according to the survey that Mr Cogill had made; but if the calculation was really made it would hold out one hundred and fifty acres; and he would insure one hundred and forty four; Knows nothing of the contract between Shilton & Norvill, in relation to the purchase of the land

Samuel Warner

Daniel Stokes, of the County of Logan of lawful age, being first duly sworn by me, as herein after certified deposes and says that, "He had some notion to trade for the Note, and he went to see Mr Norvill, to see what he had to say in relation to the note Norvil said that he would not pay the face of that note under present circumstances the way Matters stood about the land, dont recollect what year it was in, nor the time of the year nor who held the note. Daniel Stokes

Wm Worral, of the County Logan of lawful age being first duly sworn by me as herein after certified deposeth and saith that "~~that~~ Norvill, said there he was a conversation

was not land enough and that he would not pay the Note untill he got the land, dont recollect what time this Conversation took place William Worral

I, Wm Parker, a Justice in and for the Township of Zane in the County of Logan, Ohio, do hereby certify that the above Named Jeremiah Warner, Daniel Stokes and Wm Worral were by me duly Qualified to testify the truth, the whole truth and nothing but the truth, and that the foregoing depositions by them respectively Subscribed, were reduced to writing by me and were taken at the time and place specified in the enclosed Notice In testimony whereof I have hereunto Set my hand this 18th day of July, AD 1845

Wm Parker JP (Seal)

These Depositions are excepted to for want of Notice
& Because there are no Saving of Deft
By Tom O Lawrence
Atty for Deft

Union Common Pleas

Stokes
vs
Noviel

Summons

Served by certified Copy
on Nathaniel Norwall
Apl. 15. 1843.
W. W. Steele Sheff

Rufus Noviel not found
W W Steele Sheff

Serv	55
Mile	70
Copy	15
	140

Filed April 15th 1843
John Cassil Clk

Recorded

Court but on Deft. Wait of hand for two hundred and ten dollars with interest from date and Wait the 6th day of October 1838 given to Benjamin D Dillon and Payable to him or order and by him assigned to Stokes & Parker and by them to Plaintiff Estator, Also for paid and delivered Money Cent &c.

By Wm 6 Lawrence
his Atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon Nathaniel Norvil and Rufus Norvil

to appear

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

in a plea of Assumpsit Damages four Hundred Dollars

And have you then there this writ.

John Capel

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this fifth day of April A.D. 1843

John Capel CLERK.

E. W. Inskeep
Bond

June 15th 1850 Received of
Edward W. Inskeep fifty five
dollars on the within obligation

Received $50 on Balance Due on the within Bond
up to this date fifty Dollars sixty one cents & fifty
E W Berkey for

June 15 1840 Middlebury Ohio

Know all Men by these presence that I Edward Inskeep has this day made an assignment of A Little Bond (Executed to me by James Galoway ~~to me~~ bearing date the 26 day of April 1838) To Nathan & Rufus Norvill. and the said Galoway still holds my ~~Two~~ Notes One for Sixty five Dollars & Twelve and a half Cts payable One Year after the date herewith And the other for Sixty five dollars payable Two Years after date both with interest. I the said Edward Inskeep hereby binds my self to pay to said Nathan & Rufus Norvill the above amount with interest Also to pay the Taxes that has accumulated on the land since I purchased of Galoway untill now And for the above Consideration the said Mr Nathan & Rufus Norvill is to pay out my Notes to said Galoway And Give them to me the said Edw Inskeep —— The said payments to be made by me to Nathan & Rufus Norvill on or before November Next

Attest
Wm Parker

Edward W Inskeep

Ohio Supreme Court
June Term 1844

Wm Stokes Exr &c
vs
Mathr Morrell

Assumpsit
The clerk will issue subpoena
— nas for
Defts witnesses in this
case &c

J. & W. Crawford
Defts Atty

Union — ~~Com Pleas~~ Supreme Court

Wm Stokes ex.
vs
Norvell

Precipe for Writs

filed July 16. 1845
John Cassil, Clerk

Wm Stokes exec.
of I Stokes
vs
M. Norvell

Supreme court
for trial
July term 1845
Issue Subs to the plaintiff
for Edward Instreep Benj B
Dillon Thos B. Dillon Wm Parker and
Isaac Sparks witnesses on behalf of
Plaintiff
Wm C Lawrence
atty for Pltff

July 14. 1845

963
215
100
2,178

Wm Stokes Exor &c
of Joseph Stokes
vs
Nathaniel Prevost

Lafe W Norris

July 18 1845. Filed by agreement
Fees 10 W Penit.

1

State of Ohio Logan County SS

To Wm Painter Constable of Zane Township Greeting

You are hereby commanded to subpoena Wm Worral to be and appear before me Wm Parker, a justice of the peace on 18th day July 1845 at 11 O'Clock AM. then and there to be examined and the truth to tell in behalf of the defendant in a certain cause pending in the Supreme Court of Union County, Wherein Wm Stokes Executor of the estate of Jas Stokes deceased, is plaintiff and Nathan Morrill is defendant: herein fail not under the penalty of the law, and you have then there writ. Given under my hand and Seal this 18th day July 1845

Wm Parker J.P. (Seal)

Wm Stokes
vs
N. Morrill

Sub. Plffs. Wit.

Served by reading
to each of the witnesses
Wm Stokes

Filed July 19th 1845
John Capsil, Clk

THE STATE OF OHIO, UNION COUNTY, SS. and Wm Stokes Plff

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Edward W Inskeep Benjamin B. Dillon Thos B. Dillon Isaac Sparks and Wm Parker

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 o'clock, A. M., to testify and the truth to speak on behalf of Wm Stokes exec. of Joseph Stokes in a certain matter in controversy in our said Court depending: wherein said Wm Stokes is plaintiff, and Nathaniel Norvell 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 16. day of July A. D. 1845

John Cassil CLERK.

Union Superior Court

Wm Stokes et
vs
Nathaniel Novell

Service - -	$1 40
Milege - -	75
Copies - -	30
	$1,55

Jam M Robinson
Sheriff

Filed July 18th 1845
John Capel Clk

Received this writ June 6th 1845

Served on Moses Deane July 11th by Copy of summons left at his place of residence and on Daniel Stokes July 11th by reading - and on Jamel Frazier & Jesse Frazier by Copy - by Mr Ellerille - -

Wm M. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel Warner, Jesse Warner, Moses Devore, Daniel Stokes, &

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 ~~10~~ 8 o'clock, A. M., to testify and the truth to speak on behalf of Nathaniel Norvil in a certain matter in controversy in our said Court depending: wherein William Stokes &c is plaintiff, and Nathaniel Norvil 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 6th day of June A. D. 1845

John Cassil CLERK.

Union Superior Court
July Term 1845

Moses Grant
vs
Matth. Norrell

Precipe

Filed May 27
1845
Jno Cassil Clk

Crawford

The State of Ohio } Union Supreme Court
Union County } To July Term 1845

Stokes Ex Adm^r
vs
Nathl Powell } Appeal

The will issue subpoenas in this case for Samuel Warner Jesse Warner Moses Dwon Daniel Stokes &c

Defendants witnesses in this Case

Jas W Crawford
Att^y for Def^t

Nathan & Rufus Norris

$210.00

due oct 13 - 1841

Wm Stokes Executor of Jos Stokes

p. 210

Filed April 5th 1843

John Cassin
Clerk

Hampton Ohio

1477.20

5

295.40

due Jan 1845

9.10.00

Allowance Power

11

Middleburgh Ohio

210 Dollars

On the 13th day of October Eighteen hundred and forty one I promise to Pay to Benj. B Dillon or order Two hundred and Ten dollars with Legal Interest from date for value Received witness my hand and seal October the 6th 1838

Nathaniel Norvil

Attest

Rufus Norvil

Mr Stokes Exec &c

vs

Nathaniel Merrill

Lib Sand Carrier

July 10th 1845. Sworn by Carey
Serd 10 Cents Mileage 10
Wm Painter

State of Ohio Logan County SS

To Wm Painter Constable of Lake Township

Greeting: You are hereby commanded to summon Samuel Warner, to be and appear before me Wm Parker J.P. on the 18th day July A.D. 1845. at 11 O.C. A.M. then and there to be examined, and the truth to speak, in behalf of the Defendant in a certain cause pending in the Supreme Court of Union County, Wherein Wm Stokes Executor of the estate of Joseph Stokes Dec., is plaintiff & Nathaniel Norvile is defendant; herein fail not, under the penalty of the law and have you then and there this writ

Given under my hand and seal this 18th day July 1845

Wm Parker J.P. (Seal)

Clerk Supreme Court Union Co. Ohio

Depositions
Wm Stokes Executor Jos Stokes
vs
Nathaniel Norice

Filed July 19th 1845
John Coffey Clerk

Stokesbury Exec.
vs
M Morrell

Application
for contin.

Filed June 24th 1844
John Cassil
Clerk

Affidavit overruled
John Cassil
Clerk

The State of Ohio Union County ss
Union Supreme Court
June Term 1844

Stokes Adm^t
vs
Nathaniel Norvell } Personally appeared in open Court Nathl Norvell the Deft in this cause and upon his solemn oath says that he has a Meritorious defence in this case as he is advised and verily believes and further saith that that Frederick R. West is a Material witness in this case without whose testimony he cannot safely go to trial that said West left Marion Co about three weeks since for the North eastern part of this State and expected to return in the ensuing twelve days but had not returned yesterday at 4 o'clock P.M. when affiant left home affiant further saith that he was informed by his counsel that it would be impossible to reach this case in consequence of the limited time the Court had in this county. affiant further states that Edward Dunsip is also a Material Witness in this case who is also absent from home and has not returned this application is not Made for delay but that Justice May be done in the premises and further saith not

Sworn to and subscribed in open Court this 24th day of June 1844

Nathaniel Norvell

Sworn in open Court June 24th 1844
John Cassil Clerk

Filed June 23 1846
John Carrel Clk

Wm Stokes Exexx
vs
Nathaniel Norris

Exo
On Mandate from the Sup court to Union Com Pleas

Issue an Alias Execution that the Judgment interest & cost may be made

Wm C Lawrence
A C G for Pl'ff

Stokes
vs
Norvell

Writ of Sale
Proof of Publication

Filed July 29th 1856
John Cassil, Clerk

June 17.

SHERIFF SALE.

William Stokes, Exr., vs. *Nathaniel Norvill.* } By virtue of an execution to me directed from the court of common pleas of Union county, Ohio, I will offer for sale at the door of the court house in the town of Marysville, in said county, on the 27th day of July, A. D. 1846, between the hours of 10 o'clock A. M., and 4 o'clock P. M., the following described *Real Estate*, to-wit: 62½ acres of Land out of a Lot of 99½ acres deeded by James Galloway to Nathaniel Norvill, part of Military Survey No. 13,-849, beginning at a beech, dogwood and ironwood, easterly corner to said Galloway's and other's Surveys No's. 12,399, 12,402, 12,395, 12,427, and 12,428: thence, with the line of said survey, south 52 degrees west, 197 poles to a beech and sugartree, corner to said survey, in the line of Thomas Sears' survey, No. 4943; thence, with said Sears' line, south 37 degrees east, 59 poles, to an ash and two beeches, all of them down, westerly corner to George Winter's Survey No. 5270; thence, with said Winter's line, north 53 degrees east, 152 poles, to a beech and sugartree, corner to his survey; thence, with another of his lines, south 37 deg. e. 101 poles, to two sugartrees and a beech, easterly corner to said Winter's survey and westerly corner to William Stokes' lots of 100 acres, conveyed to him by the said Galloway and wife; thence with his line north 53 degrees east, 40 poles to a beech, ash and elm, southerly corner to Richard Dorsey's heir's Survey No. 12,282; thence, with their line, north 36 degrees west, 163 poles to the place of beginning—containing 99½ acres. Appraised at $8 per acre.

W. M. Robinson, *Sh'ff.*

June 24. (pr. $4,50.) ts

State of Ohio Union County ss

P. Beale publisher of the Argus a weekly news paper published and in general circulation in the County of Union aforesaid makes oath the notice of a Sheriff Sale which is hereto attached, to wit (in the case of William Stokes vs Nathaniel Norvill for the sale of Land) was published for more than 30 days consecutively from the 24 of June 1846 to the 27 of July 1846 P. Beale

Sworn to and subscribed in open Court this 28th day of July 1846

John Cafiel, Clerk

Affidavit 12½

Execution This writ June 23rd 1846 - and Levied June 24th 1846 on one Bay Horse swaym one Brown Horse one Sorrel Bald faced Mare 1 Red & white Cow - one Red Cow & 5 head of hogs - and 62½ acres of land out of a Lot of Ninty Nine and a half acres Leased by James Galloway to Nathaniel Everill, Part of ~~Survey~~ Military Survey No 18849 - Beginning at a Beech dogwood & Persimmon, Easterly Corner to said Galloways and others Surveys No 21399-12402-12395-12427 & 12428 - Thence with the Line of said Survey S 52° W. 197 poles to a Beech and Sugartree Corner to said Survey in the Line of Thomas Sears Survey No 4943 - Thence with said Sears Line S 37° E. 59 poles to an ash and two Beeches all of them down, Westerly Corner to George Winters Survey No 5270 - Thence with said Winters Line N 53° E. 152 poles to a Beech and Sugartree, Corner to his Survey, Thence with another of his Lines S 37° E. 121 poles to two Sugartrees and a Beech Easterly Corner to said Winters Survey, and Westerly Corner to Wm Stokes Lot of 111 acres Conveyed to him by said Galloway & Wife Thence with his Line N 53° E 40 poles to a Beech ash & Elm.

Et Docket No 299.

Wm Stokes Et al.

v.

Nathan Norvall

Dam	$295.40
Penalty	14.77
Costs	28.20
Exe.	1.51
Writ	.41

Service	$0.35
Levy	35
Inquest	1.00
Bond	50
Copy	35
advertising	50
Mileage	130
	4,35
appraisers	1.50
printers fees	5.50
	11,35
Pound	6.00

Jno M Robinson
Sheriff

4932

advertising

Filed July 27th 1846
John Cobb Clerk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Supreme Court [redacted] of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the Nineteenth day of July A. D. 1845.

William Stokes Exr. &c

recovered against Nathaniel Norvall,

as well as the sum of Two hundred & Ninety five dollars and Forty cents for his Damages. ~~debt~~, as the sum of Fourteen dollars and Seventy seven cents, for his Penalty [redacted] as also the sum of $28.20 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Nathaniel Norvall

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 19th day of July A. D. 1845, until paid: also the sum of $1.51 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 Mr Stokes Exr. &c

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 23d day of June A. D. 1846.

John Cassil Clerk

Southerly Corner to Richard Dorrons Heirs Survey No 12282 thence with there Line N 36° W 163 poles to the Beginning Containing in all 99½ acres, Situate in the County of Union and State of Ohio, and in the Township of Liberty — Said Real Estat Appraised by the oath of John Raymond John Crowder & Wm D. W. Mitchell - at Eight Dollars per acre — — —

Advertised said real Estate in the Argus a News paper published and in general circulation in Union County, for Sale at the door of the Court House in Marysville on the 27th day of July A D 1846 Between the Hours of 10. oclock A. M. & 4. oclock P. M.

advertised the above described goods and Chattels ~~&~~ in the Argus for sale on the 18th day of July A D 1846 - between the Legal Hours — July 18th 1846 - offered the above described Goods & Chattels for Sale by public outcry at the Residence of the Defts - and Sold the same to Edward J. Allen for Sixty Six Dollars & Sixty Eight cents - he being the highest & best Bidder - — —

July 27th 1846 - I offered the above described Real Estate for Sale at the door of the Court House in Marysville by Public out Cry (it having been previously advertised for more than 30 days) and Sold the same to Edward J. Allen for Three Hundred Thirty Three Dollars & Thirty Four Cents, that being the Two Thirds of the appraised value thereof, and he being the highest and best Bidder therefor —

Wm M Robinson Sheriff

Mon. Com Pleas

Wm Stokes ex
vs
Nathaniel Morris

Mor

Filed May
31. 1843
John Cassil, Clerk

Dam 269.70

Cost bill made

Recorded

282 $
14.10 penalty
296

on request yet the said Nathaniel Norvil and
Rufus Norvil ~~neither of them~~ and Both of them
have disregarded their promises and did not pay the
said several sum of Money nor any nor either of them
to the said Joseph Stokes in his life time nor to
the plaintiff since the decease of the said Joseph
Stokes to the damage of the said William Stokes
as such executor four hundred dollars and
therupon he sues by Wm C Lawrence
his atty

State of Ohio } Court of Com Pleas
Union County ss } April Term 1843

Wm Stokes Executor of the last will of Joseph Stokes deed complains of Nathaniel Norvil and Rufus Norvil (as to whom the Sheriff returned not found) for that where as the said defendants on the sixth day of October 1838 at the town of Middleburg (to wit) at the said County of Union made their Joint and Several promissory note in writing and then and there delivered the same to one Benjamin B Dillon and thereby promised to pay the said Benjamin B Dillon or order two hundred and ten dollars on the 13th day of October 1841 which period has now elapsed and the said Benjamin B Dillon then and there endorsed the same to the Stokes & Parker and they then and there endorsed the same to the said Joseph Stokes [redacted] of the said Nathaniel Norvil had notice and then and there in consideration of the premises promised to pay the amount of the said note to plaintiff testator according to the tenor and effect thereof

And also for that where as the said defendants Nathaniel Norvil and Rufus Norvil [redacted] severally on the day and year aforesaid and at the County aforesaid were indebted to the said Joseph Stokes deceased in the sum of three hundred dollars for the price and value of goods sold and delivered at their request

And in the sum of three hundred dollars for the money then and there lent by the plaintiff's testator to the defendants at their request.

And whereas the defendants (severally) afterwards to wit on the 18th day of October 1841 in consideration of the premises then and there promised to pay the said several sums of money to the testator of the plaintiff

6

No. 43-SC-7

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Christopher Welber Defendant.

JUN TERM. 1848

JUDGMENT VS DEFENDANT

No Record.

Journal 4 Page 133

Record No. Page

Ex. Doc. Page

THE J. D. SMITH CO. Springfield, Ohio

Lyne Starling
vs
C. Willber

in Union Common Pleas
Due, ~~Starling~~ January 26 1848
Amount Due Starling $369.18
Costs Due 64.10
$433.28

Dear Sir

If there is no mistake in the calculation there is due to Starling $369.18 & to the officers of Court & Printer as costs $ 64.10 making in all, due Jan. 26th 1848 $ 433.28

Robinson	190	Appraisers	
	96	David Reid	50
	286		
Steele	32	David Varney	50
		S. Marsh	50

Painter Cassie 275
" Cole 3.00

Snider 70
48

L. Starling vs C. Wilber

Common Pleas Cost & interest	$ 14.38
Supreme Court do	7 23
Increase since demanded	42 49
	64,10

Cr Bal. $60 pd July 18th 1849.

$564.42

60 days

Filed June 24th 1844
& Jun. Copies
Clerk

1844 Mason

1844 C Wilbers

1844 Note

1844 $415.

1844 Cole Williams

Lawrence

Mason Mason

Mason Mason

Mason Mason

Mason Mason

Mason

$215. Columbus Jan 10th 1837

One Year after date for value rec'd I promise to pay Lyne Starling or order Two Hundred and fifteen Dollars with interest

Christopher Miller

$215 Columbus Jan 10th 1837

Two Years after date for value recieved I promise to pay Lyne Starling or order Two Hundred and fifteen Dollars with interest annually

Christopher Miller

Lyon Sterling

vs

Christ Weber

Replication

Recorded

Term 14

The Replication of Lyne Starling Complainant to the answer of Christopher Wilber Defendant

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication ~~thereto~~ thereunto, saith that he will aver and prove his said Bill true, certain and sufficient in the law to be answered unto, and that the said answer of the said Defendant is uncertain untrue, and insufficient to be replied unto by this repliant, without this - that any other matter of thing whatsoever in the said answer contained, material or effectual in the law, to be replied unto, confessed and avoided, traversed or denied is true, - all which matters and things this repliant is, and will be, ready to aver and prove, as this Honorable Court - shall direct, and humbly prays, as in and by his said Bill he hath ~~alwa~~ already prayed

W & K Thomas
& G W Andrews
Solr for Compt

Lyne Starling }
Christopher Wilber } When time Expires
} for payment

} 2 C
To the Clerk of Court } W & R. Thomas
of Com: Pleas Union } Attys for Pltffs
County Ohio }

Sterling
to } Agreement
Willes

Copy

A

Recorded

Articles of Agreement, concluded this 10th day of January A. D. one thousand eight hundred and Thirty Seven between Lyne Starling of Franklin county, Ohio, of the first part, and Christopher Wilber of the County of Union of the second part, **Witness,** That the said party of the first part agrees, upon the terms and conditions hereinafter mentioned, to sell to said party of the second part, the following lands, situate in the ~~county of~~ Union County Ohio: Part of Survey No. Two Thousand nine hundred & Seventy nine in the Va Mil. Dist. in the name of Lucas Sullivant. Bounded as follows - Beginning at two ashes & Hickory & maple North Easterly Corner of Land sold D. Cole & D. Allen - Thence with the last line of the original Survey N. 87° W about 150 poles to Buck run, thence up the run with the meanders thereof & binding thereon at low water mark to the northerly line of the original Survey - Thence with said northerly line S 52° W to the corner of land sold Alfred Hale - thence S 57° E about 150 poles with the line of said Hale and the line of D. Cole's as nigh to the lower back corner of Cole's 60 acres, thence N 5-30° E 149 poles to the beginning - Containing One hundred & forty five acres, be the same more or less —

The said party of the second part hereby agrees to pay the said Starling the sum of Five hundred & Eighty dollars, ~~cents~~,

in Three installments, with interest Annually as follows:

150 dollars on or before the 10th day of January AD 1837
215 dollars on or before the 10th day of January AD 1838
215 dollars on or before the 10th day of January AD 1839

The $150 is paid and so acknowledged

The said party of the second part, having also executed his two single bills to the said Starling or order, for said several sums, payable as aforesaid; and the said party of the second part agrees to pay all taxes and assessments that may hereafter be demandable on said lands or their appurtenances. It is agreed that said several installments and single bills, above mentioned, with interest, shall be punctually paid, on or before the respective days when the same shall be due, as above mentioned; and if each and all are so paid, said Starling for himself, his heirs, ~~executors~~, administrators, or assigns, hereby covenants to sell, and upon the punctual payment as last mentioned, of all of said several installments, with interest, to convey by general warranty deed, the above described premises, unto said party of the second part, his heirs and assigns.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

Executed in presence of

L Starling L.S.

Christopher Wilber L.S.

Copy

Chancery order Book 3. 24

Lyne Starling
vs
Christopher Miller

Filed Aug 3d 1847
John Cassil Clk

Received this writ June 1st 1847
I duly advertised the within named Real Estate by publication in the Argus a Newspaper published and in general circulation in Union County Ohio. for 30 days previous to the day of sale I afterwards to wit on the 5th day of August A.D. 1847 in pursuance of said notice proceeded to to offer said Real Estate for sale at public Auction at the door of the Court House in Marysville in said County ~~not~~ sold for want of bidders

Fees — mileage 5
advertising 25
Service 35
Printers fee 300

Philip Snider Sheriff

The State of Ohio Union County, ss.
To the Sheriff & Spical Master in Chancery Greeting
Whereas, at the June term of our Supreme Court held on the 24th day of June A. D. 1844 in a certain cause in Chancery, therein pending, wherein Lyman Starling Complainant, & Christopher Wilber Defendant the Court ordered & decreed that you expose to sale those premises in the bill described as follows, to wit; Part of Survey No. 2979 Beginning at two ashes & a hickory & Maple N. E. corner of D. Coe's & D. Allen's land, thence with the east line of the original Survey N. 37 W. about 150 poles to Buck Run, thence up the Run with the Meanders thereof and binding thereon at low water mark to the Northerly line of the original Survey thence with said northerly line of the S. 52° W. to the corner of Alford Hales land thence S. 57° E about 150 poles with the line of said Hales land & the line of D. Coe's 60 acres to the lower back corner of said Coe's 60 acres, thence N. 53° E. 149 poles to the begining, containing one Hundred & forty five acres of land be the same more or less — to satisfy the said Complainant, in the sum of five Hundred & sixty four dollars & forty two cents with interest from the said 24th day of June A.D. 1844 untill paid together with the costs of this suit, taxed to $ and also the further sum of $ the accruing costs on said decree: and make report of your proceedings herein to the next term of our court of Common Pleas to which court this cause is remanded for sale

Witness, John Cassil Clerk of said Court this 1st. day of June A.D. 1847
John Cassil, Clerk

Union Common Pleas.

Lyne Starling
vs.
Christopher Miller.

Served by Certified Copy
Nov 8. 1842
W W Stulz Sheriff

Fee — 35
Mile — 05
Copy — 10
.50

Filed Nov. 8, 1842.
John Cassil, Clerk pro tem.

Recorded

I am security for costs in this case
James Thompson

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Dad COUNTY, GREETING:

We command you that you summon Christopher Wilber

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, forthwith,

to answer the matters and charges contained in a Bill in Chancery exhibited against him by Lyne Starling and this he shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ.

Witness ~~James H. Gill,~~ John Cassil pro tem Clerk, of said Court at the Court house in Marysville, this 8th day of November A. D. 1842.

John Cassil,
Clerk p.t.

land and pay out for the same. All of which seem hard the prayer of this deft is that having thus fully answered he may be dismissed with his costs &c

B Wm C Lawrence Sol for

State of Ohio
Union County ss Personally appeared Christofer Wilber who being duly sworn says that the matters and things contained in the foregoing answer are true in substance and in fact to the best of his knowledge and belief and further saith not

Christopher Wilber

Sworn to and subscribed this 19. April 1843

Joshua Fridy J. P.

Union Com Pleas
Christofer Wilber
vs
Lyna Starling

Filed April 19. 1843 J. Cassil Clerk

Recorded July 22 1843

The Answer of Christopher Wilber to the bill of Complaint exhibited against him by Lyne Starling in the Court of Com Pleas of Union County

This Deft now comes and in answer to said Bill or so much thereof as he is advised is material for him to answer in answering say that he cannot deny but must admit that he entered in to the contract set forth in Compt said bill but denies that he was ever especially called on by said Starling and requested to perform the contract as charged in said bill

This Deft further charges that when he purchased the said Land of the said Starling it was all in the woods and entirely uncultivated and that this Deft took possession of the same and improved the same at great expense and labor in clearing off the timber building fences houses and stable to the value of near five hundred dollars. this Deft further charges that he has been to great expence annually in the payment of taxes on the said land paying the whole since the purchase for school house &c &c This Deft further charges that he has paid money to said Starling on said article for said land long since the payment of one hundred and fifty dollars of which there is no credit given. amounting. to some fifty dollars or more at this time and which Compt has failed to endorse on the agreement Deft further charges that said Compt still holds the notes of hand of this Deft and never has offered to give them up and rescind the contract for said land Deft further charges that Compt promised the last time he Deft saw him to not push for the land but offered to wait after notice to enable this Deft to sell and pay the

sale of said lands and terminates the bill herein and that the same the said defendants in pursuance of and under the terms and restrictions provided in the statutes for the sale of lands by Executors & Trustees for the sale of lands by Executors & Trustees and returning lands and proceed the sale of said Court at Chagrin this 14th day of January A.D. 1845

Joshua Caswell Clerk

February 26th 1845

Proceeded to appraise the within described lands by David Reed David Ramsey & Samuel Marsh

Appraised at $1.00 per acre

Advertised the within Lands for sale in the Chagrin & Pa & General circulation in said County, to be sold on the 17th day of May at 2 P.M. at the Court House in said County between the legal hours - May 17th at 2 P.M. Offered the within lands and tenements for sale at the door of the Court House and made sale for want of bidder

Chancery Order Book p. 24

Lyman Starling
v
Christopher Weller

Fees	
Service —	$0.35
Mileage —	30
Inquest —	1.00
Advertising —	25
	$1.90
Appraisers fees —	1.50
Printers fees —	2.75

Wm M Robinson Shf
by C

Filed May 17th 1845
John Caswell Clerk

The State of Ohio Union County, ss.

I, John Capsil, Clerk of the Court of Common Pleas, within and for the County and State aforesaid, do hereby certify that the following Order or Decree 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

Lynn Starling vs Christopher Willey } In Chancery

This cause came on to be heard upon the Bill answer replication, and testimony, and the Court having examined are of opinion that the law and equity of the case are with the complainant and that the complainant is entitled to a specific performance of his said contract with the said defendant and the Court do further find that the sum of Five hundred and sixty four dollars and forty two cents is due from the defendant to the complainant on the said contract. It is therefore ordered and decreed that the said defendant pay to the said complainant the said sum of Five hundred and sixty four dollars and forty two cents and the interest which may accrue thereon and the costs of this suit to be taxed and in every way specifically perform his said contract within sixty days after the rising of this Court and on failure thereof it is further ordered that William W. Steel Sheriff, who is hereby appointed Special Master Commissioner for that purpose, proceed to make said sum of Five hundred and sixty four dollars and forty two cents, with said interest and costs, together with his accruing costs by a

Union Com Pleas

Lyne Starling

vs

Christopher Wilbur

Appeal Bond

Filed August 7th 1843

John Capsil Clerk

Know all men by these presents that we
Christopher Wilbur & Norman Chipman
are held and firmly bound unto
Lyne Starling in the penal sum of Eleven hun=
=dred dollars to the payment of which well and
truly to be made we do hereby jointly and several
=ly bind ourselves our heirs, executors, and administ
=rators sealed with our seals and dated this
7th ~~Seventh~~ day of August A.D. 1843

The condition of the above obligation is such
that whereas the said Christopher Wilbur has
taken an appeal from a certain Decree render
=ed against him in favour of the said Lyne Starling
in the Court of Common Pleas within and for
the County of Union and State of Ohio at the July
Term thereof A.D. 1843 for the sum of $539.53.
Debt and $21.55 cents Costs to the Supreme Court
within and for the County aforesaid — Now if
the said Christopher Wilbur 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

Christopher Wilbur (Seal)
Norman Chipman (Seal)
(Seal)

Approved by me
John Cassil Clerk

Union Supreme Court

Lyne Starling

vs

Christopher Wilber

Transcript.

Filed August 7th 1843
John Cassil Clerk

Notice of Appeal by Defendant

Witness my hand, ~~under~~ the seal of said Court, this seventh day of August AD 1843
John Cassil Clerk

The State of Ohio Union County. ss.

I, John Capil, Clerk of the Court of Common Pleas, within, and for the County of Union and State of Ohio do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

Lyne Starling vs Christopher Wilber } In Chancery

This cause came on to be heard upon the Bill, answer, replication, and testimony. and the Court having examined are of opinion that the law and equity of the case are with the complainant and that the complainant is entitled to a specific performance of his said contract with the said defendant, and the Court do further find that the sum of Five hundred and thirty nine dollars and fifty three cents is due from the defendant to the complainant on the said contract. It is therefore ordered and decreed that the said defendant pay to the said complainant the said sum of Five hundred and thirty nine dollars and fifty three cents and the interest which may accrue thereon and the costs of this suit to be taxed, and in every way specifically perform his said contract, within thirty days after the rising of this Court, and on failure thereof it is further ordered that William M. Steele Shff. who is hereby appointed Special Master Commissioner for that purpose, proceed to make said sum of Five hundred and thirty nine dollars & fifty three cents, with said interest and costs, together with his accruing costs, by a sale of the said Lands and tenements in the Bill described and that he cause the same to be sold in pursuance of and under the forms and restrictions prescribed in the statute for the sale of Lands by Execution at Law, and that he make report of his proceedings, and bring the money arising from said sale to this court at the next Term thereof to which time this cause is continued

No. 43-SC-7

Union Common Pleas Court

Lyne Starling
Plaintiff,

against

Christopher Wilber
Defendant.

JUN TERM. 1844

Decree for Plaintiff
$567.42

Journal SC 3 / Page 82 / 239

Record No. 4 Page 354

Ex. Doc. Page

Union Supreme Court

Lyne Starling
v
C Wilber

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 Lyne Sterling to have Execution of a certain decree rendered in his favour against Christopher Wilber by our Supreme Court within and for said County of Union on the 24th day of June AD 1844 for the sum of $564,42. costs $4.13½ and $11.32 costs in Com 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

To the Clerk of the Court of Common Pleas
of Union County Ohio

Lyne Starling } Depositions taken sealed up
vs } & directed by me
Christopher Wilber } Thos. Wood J.P.
} Jus fees 37½ cts Paid by Plaintiff

Opend at the request of Pltff
atty Oct 18th 1843
John Cassil Clerk

Depositions of Witnesses taken in a cause Pending in the Court of Common Pleas of Union County Ohio wherein Lyne Starling is Plantiff and Christopher Wilber is Defendant and for said Plantiff in pursuance of the notice hereto attached and at the time and place therein mentioned

The Plantiff by his attorney being present

Wray Thomas of the County of Franklin of lawful age being first duly sworn by me as herein after certified deposes & says - That he has been the agent of the plantiff Lyne Starling for the last 18 months and has had the management of his business during that time - That some time previous to the commencement of this suit he applied to the defendant Christopher Wilber and requested payment of the amt of money due from said Wilber to said Starling on a contract entered into between them for the sale & purchase of a lot of land in Union County containing 145 acres - That the defendant refused, or rather stated he was unable to pay the same - This deponent further states that at that time the first installment of $150 had been paid, and there was also a credit of $50 for the ~~[illegible]~~ note of $25 ~~[illegible]~~ 13, 1839. This deponent believes there are no other credits to be allowed said Wilber on said contract -

Wray Thomas

I, Thomas Wood a Justice of the Peace in and for the Township of Montgomery in the County of Franklin Ohio do hereby certify that the above named Wray Thomas was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by him subscribed were reduced to writing by the witness himself and were taken at the time and place specified in the inclosed notice

In Testimony whereof I have hereunto set my hand this 3d day of July AD 1843

Thos Wood J.P.

Served June 27. 1846

Wm C. Lawrence

Sol for Complt

Lyne Starling
vs
Christopher Wilburn

} Union County Common Pleas
In Chancery

Depositions will be taken in this cause by the plaintiff, at Columbus at the Office of Esq Woods in the County of Franklin & State of Ohio on the 3d day of July next, between 6 o'clock A.M. & 9 o'clock P.M.

W & R Thomas
Solrs

W. C. Lazearance Esq atty for pltff
Marysville
Ohio

June 27, 1843

Lyne Starling

vs

Christopher Wilber

Bill in Chancery

Filed Nov. 8, 1842.
John Lamb,
Clerk p.t.

Cost bill made
No Record

Recorded

Recorded in Vol No 1. Page 354
Supreme Court Records. Witness my
hand. John Lamb Clerk

W & K Thomas
& W Andrews

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

Your Orator Lyne Starling of the County of Franklin & State aforesaid respectfully shewth that on or about the 10th day of January AD 1837 he was seized in fee simple of a certain tract or parcel of land situate in the County of Union and State of Ohio, bounded and described as follows, to wit, Part of Survey (No. 2979) Number Two Thousand Nine hundred & Seventy nine in the name of Lucas Sullivant - Beginning at two ashes & a hickory & maple N.E corner of ~~land~~ D. Coe & D. Allen land, thence with the East line of the Original Survey S 37° W about 150 poles to Buck run, thence up the run with the meandas thereof and binding thereon at low water mark to the northerly line of the original Survey - thence with said northerly line S 52° W to the Corner of Alfred Hale's land, thence S 57° E about 150 poles with the line of said Hale's land and the line of D. Coe's 60 acres to the lower N.E. Corner of said Coe's 60 acres, thence N 53° E 149 poles to the beginning - Containing One hundred and forty five acres of land be the same more or less - And being so seized your orator further represents, that on or about the 10th day of January AD 1837 he entered into an agreement which was reduced to writing, and signed by your orator & a certain Christopher Wilber of Union County (whom your orator prays may be made defendant to this Bill) for the sale of the above described tract or parcel of land to the said Christopher Wilber, and is in substance as follows - to wit; the said Christopher Wilber agreed to pay to your orator for the above described tract or parcel of land the sum of Five hundred & Eighty dollars in three instalments, with interest annually as follows to wit: $150 on or before the 10th day of January AD 1837 which has been paid and is so acknowledged, $215 on or before the 10th day of January AD 1838, and $215 on or before the 10th day of January AD 1839, for which two last mentioned sums of money the said Christopher Wilber then executed his two single bills or notes bearing interest from date as aforesaid to the said Lyne Star-

-ling or order - In consideration whereof your orator agreed for himself his Heirs &c, upon the punctual payment of the aforesaid instalments with interest as aforesaid, at the time limited for the payment of the same by the said Articles of agreement, to convey by general warranty deed the above described tract or parcel of land unto the said Christopher Wilber his heirs or assigns - (a copy of which said articles of agreement is herewith filed and made a part of this Bill marked A) - Your orator further represents that he is now, and has been in all respects, ready and willing to comply with the terms and conditions of the said articles of agreement on his part to be performed, and hereby offers so to do, on said Christopher Wilbers complying on his part fully with his said contract, and that he has applied to the said Christopher Wilber and requested him specifically to perform his part of the said Articles of agreement, to be by him performed, but the said Christopher Wilber hath hitherto wholly neglected and refused so to do, to the great damage of your orator - your orator therefore prays that the Writ of Subpoena may issue against the said Christopher Wilber, that he may be compelled to answer all and singular the premises - Your orator further prays that on the final hearing of this cause the said Christopher Wilber may be decreed to pay to your orator the amount of both principal and interest, that may be found due to him on the said Articles of agreement, in a limited time and specifically to perform his said contract, and in default thereof, that the said Articles of agreement between your orator and the said Christopher Wilber may be rescinded, or, for such other ~~relief~~ and further relief as Equity and good Conscience may require -

W & K Thomas
& J. W. Andrews
Sol's for Complt

Supreme Court

43-SC-8

No.

Union Common Pleas Court.

David Witter

Plaintiff,

AGAINST

Alex Pollock

Defendant.

June 1846.

Dis. at Defts costs.

No Record.

Supreme Court

Journal 1 Page 99

Record No. No Record. Page

Ex. Doc. Page

Union Com. Pleas.

David Witter
vs } praecipe
Alexander Pollock

Filed April 22d 1847
John Cassil Clerk

Bleale

David Wilter
vs
Alexander Pollock

In Debt
Debt $385.00
Damages $100.00

Issue a summons returnable forthwith. Judgment
suit brought on a joint and several bond, under
seal. Executed by Robson L Broome William ~~Tharp~~
Tharp and said Alexander Pollock. to the plaintiff
for the sum of Three hundred and eighty five
dollars. Dated the 18th day of May 1838.

April 22nd 1843

To John Cassie Clerk of
the Court of Com. Pleas
Union County & State of Ohio

P. B. Poole Atty for Pltff

Union Com Pleas

David Tittler

vs } Replication

Alexander Pollock

Filed Oct. 17th 1843
John Cassil
Clerk

David Witter
vs
Alexander Pollock } In Union Com. Pleas
} In Debt

And the said David Witter says that notwithstanding any thing by the said Alexander Pollock, in his plea alleged, he ought to be charged with said Debt by virtue of the said writing obligatory, Because he says there is a record of the ~~[illegible]~~ Condemnation of the said, Robson L. Broome, remaining in the records of the Supreme Court of the County of Union, in manner and form as the said David Witter hath alleged in his declaration — And this he prays may be enquired of by the Country &c

By P. B. Beale
his Atty.

Suit brought on a joint and several Bond under seal executed by Robson L Broome William Sharp and ~~said~~ Alexander Pollock to the plaintiff for the sum of Three hundred and eighty five dollars Dated the 18th day of May 1838

April 22nd 1843

P. B. Cole Atty for Plff

Walter
vs
Pollock

Recorded by Certificate Copy
April 22nd 1843
W. W. Stocle Clerk

Fee 3.75
Mileage .5
Copy 1.5
" .5.5

Rec'd April 22nd 1843
John Cabiss Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Alexander Dollock

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 David Miller

in a plea of Debt — ~~Damages~~ for Three hundred & Eighty five Dollars, Damages

$100. And have you then there this writ.

John Cafsie

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this 22 day of April A. D. 1843

John Cafsie CLERK.

David Miller
vs
A Pollock

Jan der
on Demurrer

Filed Oct. 18th 1823
John Cassil
Clerk

David Witter
vs
Alexander Pollock

Union Com Pleas,
April Term 1843

And the said David Witter says that his declaration aforesaid is sufficient in law to maintain his action aforesaid and that he is ready to verify the same; wherefore he prays judgement and his debt aforesaid with his damages to be adjudged &c

By F. B. Cole Atty for Pltff

Union Com Pleas

Alex Pollock
ads
David Witter

J Pla

Filed Oct. 16th 1843
John Cassil
Clerk

Alexander Pollock } April Term 1843
ads } Union Com Pleas
David Witter }

and the said Deft comes and defends &c

and says that there is not any record of the said supposed recovery and condemnation in the said declaration mentioned remaining in the records of the Supreme Court in the County of Union in manner and form as the said David Hath alleged in his declaration against him and this he is ready to verify wherefore he prays Judgment if the said David ought to have or maintain his said action against him &c By Wm C Lawrence his atty

Union Com Pleas

Alex Pollock
ads
David Witter

Summons

Filed Oct. 16th 1845
John Capis
Clerk

Alexander Pollock
ads
David Witter

Mercer Com Pleas
April Term in Debt—

And the Defd Alexander comes and says that the said David ought not to have his action aforesaid against him because he says that the declaration aforesaid and the matters therein contained are not sufficient ~~to~~ in Law to maintain the action aforesaid and that he is not bound in law to answer the same wherefore he prays Judgment and that the said David may be barred of his said action against him And for cause of demurrer the said Alexander shews to the Court here the following to wit that the declaration does not aver that the said decree and costs have not been paid by R. S. Broome the principal 2nd that there is no averment that the same has not been satisfied and paid off by Wm Sharp a bire security with deft

Wm & Lawrence his atts

David Witter

vs

Alexander Pollock

Appeal Bond

Filed Oct 31st 1843

John Cafiel

Clerk

Know all men by these presents that we Alexander Pollock Robert Broome & Norman Chipman are held and firmly bound unto David Witter in the penal sum of Seven hundred and ninety dollars for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, Executors and Administrators. Witness our hands and seals this 30th day of October A D 1843

The condition of the above obligation is such that whereas the said Alexander Pollock has taken an appeal from a certain judgment rendered against him in favour of the said David Witter, in the Court of Common Pleas within and for the County of Union and State of Ohio for the sum of $385.00 debt and $9.74 Costs to the Supreme Court of said County — Now if the said Alexander Pollock shall pay the full amount of the condemnation in said Supreme Court, and cost 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

Alexr. Pollock Seal
Robert Broome Seal
N. Chipman Seal
Seal

Approved Oct. 31st 1843

John Cassil Clerk

mentioned together with costs herein taxed to

And the Court do order an execution to issue against the said defendant, for the said sum of two hundred and ninety eight dollars and 49 cents.- Ascertained by the Court, upon the submission aforesaid to be sufficient to indemnify the said David Witter in the premises.

Notice of appeal by Defendant

Witness my hand, and the seal of said Court this 31st day of October AD 1843

John Cassil Clerk

Union Supreme Court
David Witter
vs
Alexander Pollock
Trover

Filed October 31st 1843
John Cassil Clerk

The State of Ohio Union County. ss.

I John Capel. Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio. do hereby certify that the following entry is truly copied from the Journals of said Court, to wit:

David Witter
vs
Alexander Pollock } In debt

This cause came on to be heard upon the Demurrer of the defendant to the Plaintiffs declaration, and was argued by counsel, and the Court being fully advised in the premises, are of opinion, that the matters contained in the declaration are sufficient in law for the said David Witter to maintain his said action against the said Alexander Pollock. whereupon said demurrer is overruled. — And said cause is submitted by the parties to the Court on a plea of nul tiel record on the issue joined. whereupon the record aforesaid aforesaid being inspected by the Court, it sufficiently appears that there is such a Record of recovery against the said Robson & Broome as the said David Witter hath alleged in his said declaration. whereupon it is considered by the Court that the said David Witter ought to recover his debt aforesaid, and also his damages by reason of the detention thereof. — An thereupon by consent of parties the assessment of damages is submitted to the Court — And the Court do find that there is Equitably due the plaintiff upon the breaches assigned in his declaration, the sum of Two hundred and ninety eight dollars and 49 cents

It is therefore considered by the Court that the Plaintiff recover of the defendant the sum of Three hundred and Eighty five dollars the debt in his declaration

Union Com. Pleas

David Witter

18 } Amended Dec-
} laration

Alexander Pollock

Filed Aug. 12, 1843
John Cassil
Clerk

Cost billman

No. Record.

By P. B. Cole

State of Ohio } Court of Common pleas April
Union County ss } Term A.D. 1843

David Witter complains of Alexander Pollock in a plea of debt, that he render to the said Witter the sum of three hundred and eighty five dollars which he owes to, and unjustly detains from him. For that whereas heretofore to wit, on the 21st day of April 1838 -- a certain matter in controversy of the nature of an injunction to stay the collection of a judgement at Law -- was pending in the Court of Common pleas in & for the County aforesaid. ~~wherein~~ in Chancery setting wherein one Robson L Broome was Complainant and the said David Witter was Defendant, - And afterwards to wit on the day & year last aforesaid at the County aforesaid. said matter in controversy between said parties come on to be heard before said Court then & there holding its April Term for the year 1838. - And such proceedings were then & there had in said Case in said Court, that it was ordered adjudged & decreed by the said Court, then & there that said injunction be dissolved. the bill dismissed, & that the said ~~Witter~~ Broome pay to the said Witter the sum of one hundred & seventy seven dollars & 98 cents his Damages, ~~[illegible]~~ his costs in that behalf expended within ten days from the rendition thereof & in default thereof that an execution issue as on judgements at law, And the said Broome thereupon then & there gave notice of an appeal in said Case, according to the form of the statute in such case made & provided, And afterwards to wit on the 19th day of May 1838 at the County aforesaid - for the purpose of perfecting said appeal, according to the form of the statute in such case made & provided the said Robson L Broome the said Alexander Pollock & one William Tharp, by their certain writing obligatory,

sealed with their respective seals & now to the Court here shown, the date whereof is the day & year last aforesaid, did jointly & severally acknowledge themselves, to be held & firmly bound unto the said Witter in the sum of three hundred and eighty five dollars above demanded, with a condition thereunder written in the words & figures following to wit, - The condition of the obligation is such that whereas the above bound Robson L. Broome has taken an appeal from a certain decree rendered against him, in favor of the said David Witter, in the Court of Common pleas, within and for the County of Union, in the State of Ohio, at the April Term thereof A.D. 1838. for the sum of One hundred & seventy seven dollars & 98/100 damages & fourteen dollars & 16/100 costs, to the Supreme Court within & for the County aforesaid, Now if the said Robson L. Broome shall pay the full amount of the condemnation in said Supreme Court & costs, in case a decree shall be rendered therein in favor of the appellee, then this obligation shall be void, otherwise in full force & virtue in Law,

And afterwards to wit at the June Term of the said Supreme Court for the year 1840. & for said County said appealed cause come on to be heard before said Court, And thereupon then & there said cause was taken on the circuit by the judges of the Supreme Court, for advisement to be certified for some County on the circuit, But afterwards was reserved by said judges of the Supreme Court for decision by the Court in Bank, according to the form of the statute in such case made & provided. And afterwards at the then next Term of the Ct. Court in Bank, being December Term A.D. 1840. said cause come on to be heard before said Court, - And then & there a decree was rendered in favor of the said Witter, by said Court in Bank

And afterwards to wit. at the June Term of the Supreme Court in & for the County of Union for the year 1841, aforesaid, the following entry in relation to said cause, was made on the Journal of said Supreme Court to wit.

upon suggestion that there is an error in the entry in this cause in the Court in Banc, in the name of the complainant ordered that this cause be certified to the said Court in Banc reserved for the purpose of correcting the said error, said affirmance to wit at the December Term of the Court in Banc for the year 1841. said cause come up before the said Court ~~as afore~~ for the purpose of correcting said error, as aforesaid. whereup then & there the following decree was rendered by said Court to wit,

"There appearing to be a mistake in the names of the parties in the entry at last Term in this Court, it is therefore ordered that the order herein entered at last term be vacated set aside and annulled, and thereupon the Court do order adjudge and decree that the injunction granted herein be dissolved, and as this was an action for the recovery of money only, the Court do further order and decree, that the complainant within sixty days pay to the defendant, the sum of Two hundred and nineteen dollars & 28 cents also $10.96 five per cent penalty thereof in all $230.14 also the costs of this suit in the Common pleas & in this Court, with interest thereon from this day, and in default thereof, that execution issue therefor as on judgements at law. and provided said Robson I Broome shall within the term aforesaid pay said sum aforesaid, & the costs aforesaid then the said David Witter shall make and execute and deliver to the said Broome within thirty days thereafter a good deed of conveyance with covenants of general warrantee for those two lots of land in the pleadings mentioned and described as bought by the said Witter of Margaret Bailey, one called the reserve tract. also that piece containing the farm as mentioned in the agreement between said Witter & said Bailey dated July 6 A.D. 1832 & should said Broome fully comply with said decree by the time specified, this decree shall be taken & considered in all courts of law & Equity

to have the same opperation & effect & be as available as if said conveyance had been executed in conformity with this decree, But if the said Broome shall not pay said sum & the costs within sixty days aforesaid then this bill shall stand as discontinued, & execution shall issue as aforesaid for the sum & costs aforesaid as upon judgements at law, ordered that a special mandate be sent to the Court of Common pleas to carry this judgement into execution, ordered that a copy of this entry be sent to the Clerk of the ~~Supreme~~ Court of Union County for entry &c — All of which will more fully appear by reference to the record & proceedings thereof, now in the said Supreme Court in & for the said County of Union.—

— And afterwards to wit on the first day of March 1843, an execution was legally issued from the Court of Common pleas in & for the said County of Union, to the Sheriff of said County, commanding him to make the amount of said decree of the said Broome

And afterwards to wit on the 18th day of April 1843 said execution was duly returned by said Sheriff, endorsed "No goods chattels lands & tenements whereon to levy"

And the said David Witter for assigning a breach of the said condition of the aforesaid writing obligatory. ~~says th~~ according to the form of the statute in such case made & provided says, that the said Robson L Broome, hath not paid the amount of the aforesaid condemnation, nor any part thereof according to the form & effect of the said condition of the said writing obligatory, but hath hitherto, wholly neglected and refused & still doth wholly neglect & refuse so to do.

- By means whereof, & by force of the statute in such case made & provided, an action hath accrued to the said David Witter to demand & have of & from the said Alexander Pollock

The said sum of three hundred & eighty five dollars above demanded, yet the said Alexander Pollock (although often requested so to do,) hath not as yet ~~any~~ paid the said sum of Three hundred & eighty five dollars, above demanded or any part thereof but hath hitherto wholly neglected and refused, & still doth wholly neglect and refuse to pay the same, or any part thereof, to the said David Witter, to his damage one hundred dollars & thereupon he brings his suit &c

By P. B. Cole his Atty.

43 SC-9

No.

Union Common Pleas Court.

Ursella McBride
Plaintiff,

AGAINST

Andrew McBride
Defendant.

JUN 1843

Dismissed

No Record.

S.C. 1 77

Journal 3 Page 154

Record No. Page

Ex. Doc. Page

agreeably as husband and wife. Your petitioner therefore prays, that said marriage contract be ordered adjudged and decreed dissolved, and both parties released of all obligations therefrom. Your petitioner further prays the guardianship of her said children, and such other and further relief as justice may require and to your Honors may seem right, and as in duty bound your petitioner will ever pray &c

Allison & Hall Sols
for Complainant

In Union Supreme Court
Ursula M. Bride
vs
Andrew M. Bride
Petition for Divorce

1843

Filed November 10, 1843
John Caspie Clerk

Cost bill made

Allison & Hall
for Compt

To the Honorable the Judges of the Supreme Court, in and for the County of Union and State of Ohio in Chancery sitting.

Your petitioner Ursula Mc Bride, a bona fide resident of said county of Union, represents that she has been a resident of this State for more than three years last past, - That she was married to one Andrew Mc Bride (whom your petitioner prays may be made a defendant to this Bill) on the 11th day of March, in the year of Our Lord one thousand eight hundred and twenty four, in the County of Mercer, and State of Pennsylvania, - That she lived with and discharged the duties of a wife towards the said Andrew Mc Bride, in a careful and obedient manner until sometime in the fall of one thousand eight hundred and thirty eight at which time your petitioner and said Andrew separated, And your petitioner further represents, that after the expiration of the first year of said marriage, he (the said Andrew) was regularly intoxicated, - and an habitual drunkard for the last five or six years previous to the aforesaid separation, insomuch that he entirely neglected to provide for his family, and all other duties of a husband and a father, - That the conduct of the said Andrew towards your petitioner (in return for her obedient and loving conduct towards him) was that of extreme cruelty, - using the most abusive language towards her, - beating, bruising, and putting her out of doors and leaving her exposed to Natures Elements, and an object of charity to neighbours. - That there are six children, now living, who are the offspring of said marriage, viz, Alva, aged 16 years, John, aged 14 years, Samuel, aged ten years, Mary Lavina, aged 9 years, Andrew aged 6 years, and Caroline, aged 5 years, - That being satisfied, she and said Andrew, can no longer live together

No. 43 SC-10

Union Common Pleas Court.

William McDonald adm,
Plaintiff,

AGAINST

William Hartfirst,
Defendant.

April 1844
Judg vs Defendt
$158 44

Supreme Court

Journal 1 Page 78

Record No. 1 Page 342

Ex. Doc. Page

Union Common Pleas

Wm. M'Donald & Ors
of Duncan & Arthur
vs Praecipe in
Covenant
William Hartford

Filed July 5. 1843.
John Cassel Clk

Recorded

Cancelling atty

Union Common Pleas 1843

William McDonald administrator
of Duncan McArthur Dec^d

vs

William Hartford

Covenant Damage $300.00

Sum. summons returnable forthwith
Endorsed "This suit is brought to recover
the balance due on an Article of agreement
Under seal entered into between the plaintiffs
intestate & the defendant for the purchase &
Conveyance of 90 acres of Land on Rocky
Creek being Lot 20 in survey 5470 bearing
date 27th Sept 1831"

Cornelius Neff atty

5th July 1843

J Espel Clk

Union Supreme Court

William McDonald admr
of Duncan McArthur
vs
Transcript

William Hartford

Filed November 13, 1843.
John Capil Clerk

Recorded

The State of Ohio } I John Cassil Clerk of the Court of
Union County, ss } Common Pleas, within, and for the County
of Union and State of Ohio, do hereby certify
that the following entry is truly taken and copied from
the Journal of said Court, to wit

William McDonald, admr } October Term 1843
vs } Covenant
William Hartford } This day came the said William McDonald administrator, by his Attorney,
and the said William Hartford, though solemnly called, came
not, but made default; whereupon it is considered that the
said William McDonald administrator as aforesaid ought to
recover his damages by reason of the premises, and neither of
the parties requiring a Jury, and the Court being fully advised
in the premises do assess the damages of the said Plaintiff
to One hundred and forty seven dollars and fifteen cents,
~~in damages~~. Therefore it is considered that the said Plain=
=tiff recover of the said defendant the said sum of One hundred
and forty seven dollars and fifteen cents, his damages aforesaid
in form aforesaid assessed, and also his costs in this behalf ex=
=pended, taxed at $

Notice of Appeal by Defendant,

Witness my hand and the seal of said Court
this 13th day of November A D 1843

John Cassil Clerk

Uman Cammer Thos

"

Wilhamell Donald & Ors of

Duncan McArthur

vs Dedimus Lawrent

William Hartford

Sup. C. 1844.

Filed July 20th 1843

John Cassil

Clerk

Cost bill made

Recorded in Union

Supreme Court Records

Book No 1 Page 342

J. Cassil Clerk

Cannings atty

The State of Ohio Union County Court of Common Pleas of the term of July A D 1848

Union County ss

William McDonald administrator of the Estate of Duncan McArthur deceased complains of William Hartford in a plea of Covenant broken for that whereas heretofore Land on the 27th day of September A D 1851 at Union County aforesaid by certain Articles of agreement then & there made & concluded upon between the said William Hartford of the one part and the said Duncan McArthur in his lifetime of the other part which said Articles of agreement sealed with the seals of the said William Hartford & the said Duncan McArthur the said William McDonald administrator as aforesaid now here bring into Court the date whereof is on the day & year aforesaid it is recited amongst other things that the said Duncan McArthur deceased as aforesaid had sold & was to convey to the said William Hartford his heirs & by general Warrantee deed ninety acres of Land on Yokes Creek being Lot No 20 and the Northwesterly Corner of surveys No 5470 in the name of John B Ewan for which ninety acres of Land the said Hartford bound & obligated himself his heirs & to pay to the said Duncan McArthur his heirs or order one dollar & fifty Cents per acre in the following payments Viz Forty five dollars on or before the first day of January A D 1852 with interest thereon from the date of said Article of agreement until paid & forty five dollars on or before the first day of October 1852 & forty five dollars on or before the first day of October 1853 the Conveyance to be made at the time of the last payment It was also agreed & understood by the parties that if the first payment should not be made by the first of January 1852 that said McArthur should be at liberty to cancel said agreement & other wise dispose of said ninety acres of Land as by said Articles of agreement reference being thereto had will more fully appear and at the time the said

Duncan McArthur in his lifetime & the said William McDonald administrator as aforesaid since the death of the said Duncan McArthur [illegible] well & truely performed & fulfilled all and singular the Covenants & agreements in the said articles of agreement mentioned on their part & behalf to be done & performed yet protesting that the said William Hartford hath not performed or fulfilled any thing in the said articles of agreement mentioned on his part & behalf to be done & performed the said William McDonald administrator as aforesaid in fact says that the said William Hartford did not pay to the said Duncan McArthur in his lifetime or to the said William McDonald administrator as aforesaid since the death of the said Duncan McArthur the said sum of forty five dollars on the first day of January AD 1832 with interest thereon from the date of said articles of agreement & the further sum of forty five dollars on the first day of October AD 1832 & also the further sum of forty five dollars on the first day of October AD 1833 contrary to the form force & effect of the said articles of agreement and the said William Hartford to pay the said several sums of money or either of them or any part of either of them to the said Duncan McArthur in his lifetime or to the said William McDonald administrator as aforesaid since the death of the said Duncan McArthur hath wholly neglected & refused & still doth neglect & refuse so to do to the damage of the said William McDonald administrator as aforesaid in the sum of Three hundred dollars & therefore he sues &c

Cameron & Jeffs attys

Hewell vs Randall

Justices fees & costs 12.69½ $12.69½
Clerks costs chd Pltff
1 file 6. docket 8 appe 8 con 10 con 10. con 10 .52
1 file 6 Sub fee 5. .28½ return & file 10 Sub fee 5 28½ return 10 .83
6 clms .30 Sub fee 7 .36½ 7 Swrns 28. 7 clms 42 7 orders 56 $1.92½
Swrns Jury 12½ venire 12½. constable 4 verdict 10 Judg 1.10 .49
1 file 4 cost bill .35 Recall 50 1.39
$5.15½

Shff fees chd Pltff copy & c 3 cts .48 on 3 Subps 4.42½ 4.90½
on venire .50 call. Jy 10 call 6 writs 24 call cont. 4 .88
$5.78½

Pltffs writs John Pearsel 3 days 2.25
David Hill 3 days 2.25
Wm C. Moore 3 days 2.25
Jesse Holmes 3 days 2.25
Aaron Gillett 3 days 2.25
William C. Moore 1 day .75
Ransom Clark 1 day .75
Sarah Moore 1 day on dep 50 $12.75
Justin Mayne & Clark Co. on dep .50
.75

Clerks fees chd Deft 1 file 6 copy of swrn .25
Sub fee 4 .24½ return & file 10 Sub fee 4. 24½ return 10 .69
4 clms 24 Sub fee 4 24½ return & file 10 Sub fee 1 12½ return 10 .81
Swrn 5 .20 5 clms 30 5 orders 40 .90
cost bill & sat 47½ Recall .50 .97½
$3.37½

Shff on Subs $4.92 call 5 writs 20 4.92

Defts writs
Olive Kent 1 day .75
David Hill 3 days 2.25
Samuel Harriott 1 day .75
Justin Hill 1 day .75
John Pearsel 3 days 2.25
W Shelpman 2 days 1.50
Hannah Shelpman 2 days 1.50

Union Comm Pleas

Wm McDonald Adm'r
vs } Sum
Wm Hartford

Served by Certified
Copy July 5. 1843.
W.W. Heckeshoff

Ser 35
Mile — 60
Copy — 15
1.10

Filed July 5th 1843
John Cassil Clerk

Dismissed

This suit is brought to recover the balance due on a note of agreement under seal entered into between the plaintiff's intestate and the defendant for the purchase & conveyance of 40 acres of land on Darby creek bearing date on January 24. 20 Dollars payable Feb. 22nd 1845

1851

Crosser Pltff's atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Wm Hartford

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 Wm McDonald administrator of Duncan McArthur Decd

in a plea of covenant Damages five hundred Dollars

And have you then there this writ.

WITNESS, ~~JAMES H. GILL~~ John Capel, Clerk of said Court, at the Court-House aforesaid, this 5th day of July A. D. 1843

John Capel CLERK.

William McDonald admr

vs

William Hartford

Appeal Bond

Filed November 13. 1843
John Cassil Clerk

Recorded

Know all Men by there presents that we
William Hartford & Robson L Broome
are held and firmly bound unto William Mc
Donald administrator of the Estate of Duncan McArthur
deceased, in the penal Sum of Three Hundred and
fourteen 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 13th day of November A D 1843
The condition of the above obligation is such that
whereas the said William Hartford has taken an
appeal from a certain judgment rendered against
him in favour of the said William McDonald administ
-rator of the Estate of Duncan McArthur deceased. in
the Court of Common Pleas within and for the County
of Union and State of Ohio at the October Term thereof
A.D. 1843. for the Sum of one hundred and forty seven
dollars and fifteen cents damages and nine dollars
and sixty Eight cents his Costs to the Supreme Court of
Said County. Now if the said William Hartford 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 in full force and
virtue in Law

William Hartford (Seal)
R L Broome (Seal)
(Seal)

No. 43-SC-10

Union Common Pleas Court

Wm. McDonald Admr
Plaintiff,

against

Wm. Hartford
Defendant.

APR TERM. 1844

Judg. vs. Defendant
8/5-8. 44/9

SC

Journal No. 1 3 Page 78 239

Record No. 1 Page 372

Ex. Doc. Page

Union Supreme Court

Wm McDonald admr

vs

Wm Hartford

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 McDonald admr of Duncan McDonald dec to have Execution of a certain Judgment rendered in his favour against William Hartford by our Supreme Court within and for said County of Union on the 24th day of June A.D. 1844 for the sum of $150.90 Damages and $7.54 Penalty and costs $3,65½ and $10.00 costs in Com 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

No. 44-SC-1

Union Common Pleas Court.

Mahitable Town
Plaintiff,

AGAINST

Allen Town,
Defendant.

April 1844

Divorce

Dismissed

Journal 3 Page 215

Record No. Page

Ex. Doc. Page

Union Supreme court

June Term 1844

Matilda Town

vs

Allen Town

Petition for Divorce

Filed April 17. 1844
John Cassil. Clerk
Supreme Court
Cost bill man

Transfer

Union County Supreme Court
June Term AD 1844

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

Mahitable Town of the County of Union and State of Ohio and a resident of said County Town two years & respectfully that she was married to one Allen Town in the County of Hillsborough and State of New Hampshire some time in the Month of January 1810 and that they lived together as man and wife about twenty four years that during a great of of the time that they so lived together said Allen Town was and continued to be a habitual and confirmed drunkard and very frequently when under the influence of liquor treated your petitioner in a most cruel manner by beating & bruising your petitioner and during all the time said Allen failed entirely to provide for the support of your petitioner in any manner, your petitioner further represents that some time in year 1829 said Allen left your petitioner for two or three months and returned with the venereal disease and continued to labour under the disease without medical aid untill it became so alarming that he called upon a Physician who advised him that the situation of the disease was such that he could be cured except by a surgical operation which he represented as the

Means of saving his life to which he sub-
-mitted and the operation was accord-
-ingly performed -

And your petitioner
further represents that after he submitted
to the aforesaid that said Allen Fowler be-
-came so entirely lost to every sense of pro-
-priety and propriety abandoned that he
gave himself entirely up to intemperance
that continued ever since whenever he could
procure liquor and became more cruel
and abusive to your petitioner and so
continued up till the year 1844 at which
time he left your petitioner entirely deste-
-tute of any means of support and has ne-
-ver returned to live with your petitioner

Your petitioner further represents that in
the summer of 1839 your returned from the
State of Vermont whether they removed in
the year 1820 to the State of New Hamp-
-shire to her friends as her only means of sup-
-port and from thence she removed to the
State of Ohio in 1840 with relatives where
she has ever since resided and has
no knowledge of the place of residence
of said Allen Fowler -

Your petitioner therefore most
respectfully respectfully asks that said Allen
Fowler may be made defendant to this bill
of complaint by publication as required
by statute in case of non-residents and that
he answer the same - and that your

Petitioner be divorced from the said Allen Bowen for the causes set forth in said petition to wit habitual drunkenness over six years total & gross neglect of duty extreme cruelty, Inebrt. and a willful absence over six years - and that the Marriage contract existing between them as husband & wife be dissolved and declared null and void and that your petitioner be forever released from all its binding qualities and such other & further relief in the premises as equity and good conscience may require and as in duty bound &c

Dyer Ladd & Crawford
Solicitors for Complt.

Union Supreme Court

Mehitable Town
vs
Allen Town

Precipe for Witnesses

Filed June 14. 1844
John Cassil Clerk

Issued June 14. 1844
John Cassil Clerk

Union Supreme Court

July Term 1844

Mahitable Town
vs
Allen Town

Petition for Divorce
The Clerk will issue Subpoenas for Ansel Danah
Pltffs witnesses in
this case

Ira E Crawford
Atty for Petitr

Union Supreme Court

Mahitable Town

vs

Allen Town

Pltff's Writ

Served by Certified
Copy June 19. 1844
W. W. Steele Shff

Serv 12½
Mile .50
Copy .10
7 2/12

Filed June 24. 1844
John Cassil Clk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Anson Darrah

to 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, 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 Mahitable Town is plantiff, and Allen Town is defendant. And this he 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,

Supreme Court

414-SC-2

No.

Union Common Pleas Court.

Stephen McLain
Plaintiff,

AGAINST

Harriet A Gunnison
Defendant.

July 1845

Dismissed

Supreme Court

Journal 1 Page 96

Record No. 1 Page 402

Ex. Doc. Page

Union Com Pleas

Harriot A Garnet
al
vs
Stephen M Clair
Director

Bill in Chancery

Filed Nov. 1st 1841
James H. Gill Cl

Amended and re-filed Jan. 10,
1843. John Cassil,
Clerk.

Cost bill made

Recorded

To the Honorable the Judges of the Court of Com-
Pleas when in Chancery Sitting

Humbly Complaining Sheweth unto
your ~~Hon~~ Honors your orators Harriet Ann Gunn
William R. Gunn Nancy Gunn and Isaac R Gunn
by Minors by Elizabeth Gunn. Their next friend
and in her own right as widow of her deceased husband
all of the County of Champaign and State of Ohio that
Neal Gunn. The Father of your orators and husband of the
said Elizabeth Gunn, but now dead on the 20th day of May 1822 entered
and article of agreement with one David Corner of the
the County of Union and State of Ohio at the time director
of the Town of Marysville in the County of Union duly appointed
and qualified as such for the purchase of two lots in the
said Town of Marysville to wit Lot No 3 and Lot No 64
for the sum of one hundred and thirty dollars ~~and took there~~
~~for~~ all of which will more fully and at large appear by
reference to the said Bond or article sealed with the
seal of said Director hereby made and filed as a part of
this our bill of complaint. Your Orators further charge
that the at maturity the first note specified in said Bond
was paid by the said Neal Gunn to wit Sixty five
dollars, that some time afterwards and about the time
the said second note become due the said Neal called to
or sent to Marysville to pay the last note for said Lots
but in the mean time the said David Corner had died
and no one could be found to received said money
or produce the note of hand of said Neal. That
in the year 1839 the said Neal Gunn died leaving
your orators his only Heirs and Legal Representatives
at Law and that one Wm Gunn was appointed administrator
of the personals of said Estate and since has as such paid
the said last note with its interest and thereby completed
in full the payment for said Lots. Your Orators
further charge that some time after the death of said

David Comer one Stephen McClain of the said County was appointed and still holds the office of Director of sd Town of Marysville. And that your orators have repeatedly and in a friendly and peaceable manner called upon said Director and requested of him to convey the said lots to your orators as he should and he ought. but he the said McClain still neglect and refuses so to do though he well knows the equity of your orators to said lots as well as all the facts charged in this our bill but sometimes he pretends that he purchased said lots himself. But the truth is that said McClain well knowing the equity of said Nel procured one Joh R McClain to Buy one of both said lots for him the said Stephen Sometimes that they belong to others. In tender consideration whereof and in as much as your orators are without remedy on the law side and can be relieved by an appeal to the chancery Jurisdiction of this court where such things are alone cognisable your orators pray that the said McClain may be made defendant to this bill and that he may be compelled on his corporal oath answer all and singular the matters and things here in charged as fully and particularly as if here again repeated and that on our final hearing he may be decreed to convey said lots to your orators and that Dower may be assigned to the Elizabeth Grum in said premises and that other and further relief may be granted unto your orators and as in duty bound they will ever pray &c

by W. O. Lawrence
their Sol

Clk will issue Subpoena returnable
on the first day of next term
Nov 1. 1841 To Lawrence Sol for
Pelle

Harriet A. Gunn et al

vs } In Chy.

Stephen McLain.

Answer to Amended Bill.

Filed July 17th 1849

John Cassidy Clk

Recorded

The Answer of Stephen McLain Defendant to the Amended Bill of Harriet Anna Gunn & William R. Gunn, Nancy Gunn, Isaac R. Gunn, and Elizabeth Gunn Compl.s

The said Stephen McLain now comes and for answer to the said bill of said Complainants says that he has not positive knowledge, but has been informed and believes it to be true that Neil Gunn died on the 20th of May 1822 entered into an article of agreement with David Comer Director of the Town of Marysville, for the purchase of two in lots in said town in manner as is stated in said Compl.ts Bill, Except, that the first of said lots was lot No. 34 and not No 3. as stated in said Bill. And this defendant further answering says he does not know that said Neil paid said first note at the maturity thereof, but he avers that said Neil never paid the same to this defendant; and said Comer told this defendant that said Neil had never paid the same to him (said Comer) and this defendant denies that said Neil ever did pay the same. Said note was shown by said Comer to this defendant, a considerable time after the maturity thereof, without any endorsement of any payment thereon; and said Comer had then retired from his office of Director aforesaid, and stated to this Defendant that said Neil's Contract had been entirely abandoned; and this defendant never received said note from said Comer, and can not ~~tell by what means it became~~ account for its disappearance from among said Comer's papers. And this Defendant further answering says that he does not know whether said Neil sent a Canal to Marysville to pay said second note about the time it became due, or not; but this Defendant says it is not true, as alleged in said Complainant's bill that in the meantime said David Comer died, and there was no one to be found to receive said Money or to produce said note. And this defendant

further answering admits that said Neil died, and that William Gunn was appointed his administrator, as is alleged in said bill of said complainants. And this defendant further answering says he has no knowledge of said last note or any money whatever having been paid by said William Gunn; and said William never paid this defendant one cent, nor did said Neil, and this defendant denies that said last note was ever paid; and said last note was shown to this defendant by said Comer at the time said first note was shown as above stated, without any endorsement of payment thereon; and said Comer made the same statements in relation thereto that were by him then made in relation to said first note, & herein above recited. And this defendant further answering says, that it is not true that he was appointed director of said town of Maysville some time after the death of said Comer; but he says that the said Comer resigned his office of Director; and this defendant was appointed to said office on the 27th day of September 1824, in the lifetime of said Comer. And this defendant further answering says that he does not deny that said complainants have requested him to convey said lots to them; but he says that at the time of his appointment aforesaid he was told by said Comer, that said Neil's contract aforesaid had been abandoned, and that he (defendant) ought to sell said lots again; and this defendant accordingly did in the year 1825 sell said lots again at public sale, and the same were struck off to John McClain, he being the highest and best bidder therefor; and it was the intention of said

John McLain and this defendant that said John should bid off said lots at a fair price and pay for the same (which he did) and that this defendant should afterwards buy one of said lots from said John McLain; and this defendant did afterwards buy one of said lots from said John, and said John kept the other lot for himself. And now, having thus fully answered the said Stephen McLain prays to be hence dismissed with his reasonable Costs, &c.

Stephen McLain

Olivar Curry
Sol. for Deft.

State of Ohio,
Union County ss.

I, Stephen McLain, 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.

Stephen McLain

Sworn to and subscribed before me this 11th day of July 1843

Wm. H. Rush J.P. Exd

Harriet A Gunn et al } Supreme court
vs } Muskingum County Ohio
Stephen McLain }

The Bill prays for Dower to the widow and a conveyance to the infants of two lots in Maysville

1 Charges A sale by Comer a deceased director of said Town on the 22 May 1822 to Neal Gunn making the article of agreement part of the bill

2 and charges the payment of the first note at maturity proved by Strongs deposition

3 Charges that the 2nd or last note was not paid because it could not be found at maturity Proof by same deposition that it was sold and transfered by the County Commissioners about the time it became due to a creditor of the County in payment of a County debt

Charges a demand for a deed and neglect or refusal to convey

Neal Gums
Note --
Between
Washington &
Wheeling

Eighteen months after date, ~~we or either~~ I ~~of us~~ promise to pay unto David Comer, director of Marysville in the county of Union, or his successor in office or order, for the use of said county, the sum of Sixty five Dollars It being for value received. As witness ~~our~~ my hand~~s~~ and seal~~s~~ this 20 — day of May — A. D. 1822

ATTEST

Neal Gunn (Seal)

22
2
1812

[redacted]

Filed Nov. 1st 1842
Jas H. Gillette

Received

Articles

an articles of an agreement made and Concluded
Between David Comer Director of the town of Marys-
-ville in the County of Union of the one part
and Neal Gunn of the other part witnesseth
that the said Director Does sell unto the said
Gunn Two Lots lying in the Town of Marysville
known By their number as follows No 24 on the
East side of the Main street and north of the
publick Square and No 64 on the west side of
Main Street and south of the publick Square
as can be seen on Record at the recorders office
of Union County for the Consideration of one
hundred and thirty five Dollars to be paid as follows
Sixty five Dollars in Eighteen Months after the Date
hereof and Sixty five Dollars in two years from this Date
and said David Comer Does bind the County of
Union to Make a good and Lawfull Title in fee simple unto the said
Neal Gunn or his assigns so soon as the said
Neal Gunn shall pay or cause to be paid ~~the above sums~~ unto the Director or his assigns ~~the~~
above named sums as witness my hand and seal
this 20th Day of May AD 1822

David Comer (seal)
Director

A. H. Freeman

Neal Gunn (seal)

Harriet A Gun
vs } Deposition
Stephen M. Gun

Filed June 13. 1844
John Cassil Clerk
Union Supreme Court

Fee bill
Justices cost $0 75
Witness fees 25

The deposition of Silas G Strong taken before me James Turner a Justices of the Peace at my office in the Court in Marysville Union County and State of Ohio on the 13th day of June 1844 to be read in evidence in the case of Harriott A Gunn et al Vs. Stephen McLain dec. pending in the Supreme Court in and for said County taken pursuant to the inclosed notice the parties being present by their Counsel The said Silas being first duly sworn according to Law says that

About twenty one or Twenty Two years ago this Spring Niel Gunn came to Marysville & commenced work by getting out the shingles for the Jail & scoring & hewing &c the logs & rafters - I learned from him that he had purchased Two Lots of David Comer the then Director of Marysville - No 34 & 64 - And that for his work - He was to be paid as follows So much as his 1st payment amounted to was to be credited on his 1st Note given up & the residue of his work was paid by Mathias Collins in Cloth - (Said Collins being the contractor for the work with D. Comer About Twenty years ago now David Comer - Resigned his Directorship & Stephen McLain was appointed his successor & at the June Term (I think 1824 or 25) David Comer settled with the Commissioners. And it appearing that said Comer had advanced something like One hundred dollars for the County over and above the amt. by him - Collected as Director of Marysville - I applied in a private conversation with said Comer to - have him give over to his succesor the claims he as Director held against me; he consented to do so & when he gave over the Notes &c in his hands He gave over my contract & relinquished -

the Claims against Said Niel Gunn and some other Claims sufficient to remunerate him for the amount which he had advanced - This Settlement with the Commissioners was made on loose paper & I think no record made of it I acted at the time as Deputy Auditor -

Some time after County Settlement I think about one year Stephen McLain as Director of Marysville made a public Sale at which Sale the two Town Lots above mentioned were not Sold but passed over as Lots which had been Sold previous - And a year or two still later - Stephen McLain Said to me "I do not know how to convey a Lot to myself as Director" & Said he had Concluded to take Lot No 64 & his brother John R McLain had agreed to take Lot No 34. - I remarked to him that he must make the Deed for Both Lots to his Brother & his brother could make a Deed to him for the one Lot - But whether he then made the Deed or not I know not -

Question by Coun'l Was McLain present at the Settlement between Comer and Co. Commissioners and did the County part with all interest in the notes against Said Gunn by their going in to the hands of Comer?

Answer Stephen McLain was present at the time of Settlement with Comer & all interest in the Gunn Note was conveyed to David Comer by the Settlement with the Commissioners

Question by same what was Said by Comer at the Settlement above as to whether Gunn had paid his first note? Ans by same Said Comer charged himself as having Recd the 1st payment of Said Gunn

Question by Same, Do you know positively that the lots were not sold at public sale by McLain and which of the lots did Stephen M. Lain hold?

Answer I am confident that the lots were not sold at Public Sale - but papered over as lots sold by Comer the former Director - Stephen McLain told me some time after & I think a year or more that he had concluded to take 64 & let his brother have 34 - I bried the sale part of the time & when I did not cry the sale I acted as Clerk of Sale I think the Sale was in 1824 or 1825 there was a Sale Bill & some time after the Sale a year or more said McLain told me he had lost the sale bill - and there never was a record of the Sale & they settle money

Silas G Strong

I James Comer a Justice of the peace in and for the Township of Paris in the County of Union Ohio do here by certify that the above named Silas G Strong were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Deposition by him respectively subscribed were Reduced to writing by the witness him self and was taken at the time and place specified in the in closed notice. In testimony whereof I have hereunto set my hand this 13" day of June 1849

the Parties agreed and Requested that the above Deposition might be handed to the Clerk without sealing up

Union Com. Pleas

Hamilton Ann Gunnels

vs

Stephen McLain Trustee of the Town of Marysville

Filed Nov. 1st 1841

James H. Gilliam

Clerk

Acknowledge service on the within writ Nov. 1st 1841

R. M. McLain

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Stephen McLain

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, on the 3d day of November (Instant) 1841 to answer the matters and charges contained in a Bill in Chancery exhibited against him by Harriet Ann Gunnestals 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 first day of November A. D. 1841.

James H. Gill Clerk

I acknowledge service
June 13. 1844
Otway Berry

Harriott A Gunn et al
vs
Stephen McLain Executor &c

In Chancery
in the Union County
Supreme Court

The Counsel for Defendant will take
notice that Complainants will take Deposition
to be read in the above case on ~~Saturday~~ Thursday
the ~~[illegible]~~ 13th day of June 1844 at the office
of James Turner a Justice of the peace in the Court house
in Marysville Union County Ohio between the hours
of Six O'clock A M. & Nine O'clock P M.
June 9. 1844

Jno C Lawrence
Sol for Compt

H. A. Gunn
vs
J McLain
Ret

Filed Nov. 20th 1845
John Cofoil Clk

Recorded.

Harriet A Quinn
vs
Stephen McLain

In Chancery
Minor Com Bas [redacted]
And the said Harriet comes and says that the matters and things set forth in her said bill of complaint are true in substance and in matter of fact and that the matters and things set forth in the answer of defendant contrary thereto are untrue and this he is ready to make appear as by this Court shall be directed By Wm P Lawrence

Sol for Compt

Brief of Defendants' Authorities in the Case of Gunn's Heirs vs. McLaine

Gunn's heirs
vs.
S. McLain. } In Chancery.

In such case the Compt. cannot recover, because of his own laches. The claim is stale; even if part of the consideration money was paid.

1 Mad. Chan. 416, 418, & 419.

"He, therefore, who demands the execution of an agreement, ought to show that there has been no default in him, in performing all that was to be done on his part; for, if either he will not, or through his own negligence can not, perform the whole on his side, he has no title in equity to the performance of the other party, since such performance could not be mutual. And upon this reasoning it is, that where a man has trifled, or shown a backwardness in performing his part of the contract, equity will not decree a specific performance in his favor, especially if circumstances are altered."

1 Fonblanque Eq. 391

The case of Benedict vs. Lynch, (Johns. Chancery Rep. 370,) was a bill for specific performance, founded on an agreement to convey Realty, upon the payment of a stated sum, in four annual installments. At the end of two years and a half (no payment having been made,) the vendor sold the land to another purchaser (with notice.) The first purchaser then filed this bill, and obtained an injunction. At the final hearing of the cause, the Court dissolved the injunction and dismissed the bill. In delivering the opinion of the Court Chancellor Kent remarked:

"It may, then, be laid down as an acknowledged rule in courts of equity, (and so the rule is considered in the elementary treatises on this subject) (Newland on Contracts, 242 Sug. Vend. 3rd Lond. ed. 268

that where the party who applies for a specific performance has omitted to execute his part of the contract by the time appointed for that purpose, without being able to assign any sufficient justification or excuse for his delay; and when there is nothing in the acts or conduct of the other party that amounts to an acquiescence in that delay, the Court will not compel a specific performance. The rule appears to be founded in the soundest principles of policy and justice. Its tendency is to uphold good faith and punctuality in dealing."

After commenting on various analagous cases, the Chancellor remarks:

"I do not perceive, therefore, that in the more ancient cases there is real ground for the opinion that the time stipulated for the performance of a contract is of no moment in this Court, and I am at a loss to conceive how such an extravagant proposition should ever have gained currency. It is certainly, and very justly, exploded in the modern decisions."

And he closes his review of analagous cases, as follows:

"I shall cite only one more case, that of Alley vs. Deschamps (13 Vesey 225,) which was a late decision by Lord Erskine, and which, in all the circumstances of the case is very analagous to the one now before me. It was a bill in behalf of a purchaser, for a specific performance; he was to pay by instalments, and was put in possession upon the execution of the agreement. He, afterwards, became embarrassed and unable to comply with the terms, though he had paid 100l. in part satisfaction of the contract. The bill was filed before the last instalment was due. The defendant, in his answer, said, that the contract was considered by him as relinquished,

and that the plaintiff was suffered to continue in possession as tenant. The Lord Chancellor said, he should take it that the agreement was not abandoned, and that the plaintiff did not, by his own act consent to rescind it; but, he said, that under the circumstances of the case, there was not a colour for decreeing a specific performance; and that his judgment proceeded upon a plain principle, that a bill for specific performance would not be endured under such circumstances; that it would be dangerous to permit parties to lie by, with a view to see whether the contract would prove a gaining or losing bargain, and, according to the event, either to abandon it, or, considering the lapse of time as nothing, to claim a specific performance; that here nothing had been done except the one small payment towards performance when the purchaser became bankrupt, nor afterwards, until the premises, by a subsequent event, proved to be much more valuable than they were at the time the contract took place. The bill was dismissed with costs.

Union Supreme Court

Harriett A Gunn

vs

Stephen McLain

Appeal Bond

Filed May 16, 1844

John Cofil

Clerk

Recorded

Know all men by these presents that we
Harriet A. Gun and Bill Welch
are held and firmly bound unto Stephen McLain Director of the Town of Marysville 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 16th day of May AD 1844-

The Condition of the above obligation is such, that whereas the said ~~Stephen McLain~~ Harriett A. Gun has taken an appeal from a certain decree rendered against her in favor of the said Stephen McLain Director of the Town of Marysville. in the Court of Common Pleas within and for the County of Union in the State of Ohio. at the April Term thereof AD 1844 for the sum of Seven dollars and Twenty two cents to the Supreme Court within and for the County aforesaid: Now, if the said Harriet A. Gun shall pay the full amount of the Condemnation 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

B Welch (Seal)
(Seal)
(Seal)

Union Supreme Court

Harriett A Gunn & als
vs } Transcript
Stephen McLain.
Director

Filed May 20th 1844
John Cassil Clerk

The State of Ohio } I John Cassil Clerk of the Court
Union County ss } of Common Pleas within and for the
County of Union and State of Ohio. do
certify that the following entry is truly taken and
copied from the Journal of said Court to wit

April Term AD 1844

Harriett A Gunn et al
vs
Stephen McLain Director of
the Town of Marysville

In Chancery

This day came the parties by their
attorneys and submit this cause
to the Court, And the Court being
fully advised in the premises upon argument do find the
Equity of the case with the defendant and do order that the bill
of Complainant stand dismissed with costs, decree for costs;
and that said complainants pay the costs of this suit within
~~Sixty~~ days from the rising of this Court, and that in default
thereof execution issue therefor as on judgments at Law
Said Costs are taxed at

And thereupon the Complainant enters notice of
appeal in his own behalf.

In testimony whereof I hereunto subscribe
my name and affix the seal of said Court
this 20th day of May AD 1844

John Cassil Clerk

44-SC-3

No.

Union Common Pleas Court.

Hurd, Hutchins & Skinner
Plaintiff,

AGAINST

Kimball & Kendrick
Defendant.

Judg vs Defendr
$263 20

July 1845

Supreme Court

Journal 1 Page 84

Record No. 1 Page 361

Ex. Doc. Page

In Union Com Pleas

Hurd, Hutchins & Skinner
vs
Kimball & Kendrick

Praecipe
In Assumpsit

Filed March 26th 1844
John Cassil, Clk

copied
Allison & Hall
attys for Pltffs

John Hurd, Ezra C. Hutchins & John F. Skinner, partners trading under the name & firm of "Hurd, Hutchins & Skinner

vs

Elias Kimball & William L. Kendrick - late partners trading under the name & firm of Kimball & Kendrick

In Assumpsit.
Damages $600.

Issue a summons, returnable at next term, Endorse "Suit brot, on promissory note given by defendants, to plaintiffs, for Five hundred and seventy seven dollars and seventeen cents, dated Sept 7th 1839 - and payable six months after date with interest after four months from date &c. Also for goods sold and delivered, &c.

To the Clerk of the Court of Common Pleas in and for the County of Union, Ohio

March 26th 1844

Allison & Hall Attys for pltffs -

Hence. Hutchinson &c

vs

Kimball & Hardwick

appeal.

Mr Phillips will enter back

Kimball & Kendrick

1839 Sept 7th $577.17 6mos

1840 Sept 28th Recd Three Hundred Dollars $300.—

1841 Octo 22d Recd One Hundred Dollars $100.—

Sept 1st 1844. Recd Twenty one dollars ($21.00 of E. Kimball

Filed June 24 1844
John Cassell Clerk

Copy

Collection of Lawrence
Lawrence County
State Iowa 1845

Boston Sept. 7th 1839

$577.17

FOR VALUE *Received of* **HURD, HUTCHINS & SKINNER,** *We the Subscribers*

of Marion *in the County of* Marion *and*

State of Ohio *promise to pay them, or order, the sum*

of Five Hundred Seventy Seven *Dollars* 17 *Cents, in Six months*

with interest after 4 months

Kimball & Kendrick

Union County Pleas

Aud, Hutchins & Skinner
vs
Kimball & Kendrick

Assumpsit
Damages $600,00

Served by certified Copy on Elias Kimball, March 26, 1844. Wm L. Kendrick not found.
W. W. Steele Sheriff

Ser	.55
Mile	5
Copy	15
	.75

Filed March 26th 1844
John Caple
Clerk

Copied

suit but on promises not given by defendants to plaintiffs for five hundred and seventy seven dollars & eighteen cents dated Sept. 17th 1839 & payable six months after date with interest after date from date &c. Also for goods sold & delivered, &c.

Allison & Hall, Attys
for Plffs

I hereby waive the issuing of further process and acknowledge service of the within
March 28th 1844.
Wm L. Kimball
Defn
E. Kimball Agt

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Elias Kimball & William L. Kendrick, late partner trading under the name & firm of "Kimball & Kendrick

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto John Hurd, Ezra C. Hutchins, & John F. Skinner, partner trading under the name and firm of "Hurd Hutchins & Skinner

in a plea of Assumpsit Damages Six Hundred Dollars

And have you then there this writ.

WITNESS, ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this 26th day of March A. D. 1841

John Cassil CLERK.

In Union Com Pleas

Hurd, Hutchins & Skinner
vs
Kimball & Kendrick

Nar
In Assumpsit

Recorded

Filed April 29th 1844
John Cassil Clerk

Cost bill made
down in supreme court

Allison & Hall
Attys for Plff

Copied

then and there promised to pay the said sum of money to the plaintiffs on request; yet he hath disregarded his promises, and hath not paid the said sum of money, nor either of them, nor any part thereof; to the damage of the plaintiffs six hundred dollars, and therefore he brings suit &c.

By Allison & Hall Their
Attys

The State of Ohio-
Union County ss } Court of Common Pleas
April Term A.D. 1844

John Hurd, Ezra C. Hutchins, and John F. Skinner, partners, trading under the name and firm of Hurd, Hutchins & Skinner, complain of Elias Kimball and William L. Kendrick, late partners trading under the name and firm of Kimball & Kendrick, in a plea of assumpsit for that whereas the said defendants on the seventh day of September in the year of Our Lord one thousand eight hundred and thirty nine at the City of Boston in the State of Massachusetts, to wit, at the County of Union aforesaid, made their promissory note in writing, and delivered the same to the said plaintiffs and thereby promised to pay to the said plaintiffs, or order, the sum of Five hundred and seventy seven dollars, and seventeen cents, in six months ~~after~~ after the date thereof, with interest after four months from the date thereof, which period has now elapsed, and the said defendants then and there, in consideration of the premises, promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof.

And also for that whereas the said defendants, on the seventh day of September A.D. 1839 at the City of Boston, to wit at the County of Union aforesaid, were indebted to the said plaintiffs in five hundred seventy seven dollars and seventeen cents, for the price and value of goods, then and there sold and delivered by the plaintiffs to the defendants at their request.

And in five hundred and seventy seven dollars and seventeen cents, for money found to be due from the defendants to the plaintiffs on an account then and there stated between them.

And whereas the defendants afterwards, on the first day of March A.D. 1844, in consideration of the premises

Hurd Hutchins & Skinner
vs
Kimball & Kendricks

Appeal Bond

Filed October 12th 1843
John Cofoil, Clerk

Know all men by these Presents that we Elias Kimball & William L. Kendrick late partners under the firm of Kimball & Kendrick and Levi Phelps are held and firmly bound unto ~~[illegible]~~ Hurd, Hutchins and Skinner in the penal sum of Five hundred dollars to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, sealed with our seals and dated this 12th day of October A.D. 1844

The condition of the above obligation is such, that whereas the said Kimball & Kendrick have taken an appeal from a certain judgment, rendered against them in favor of the said Hurd, Hutchins & Skinner in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the October Term thereof A.D. 1844, for the sum of Two hundred and thirty nine dollars and seventy six cents damages, and four dollars and sixty three cents costs to the Supreme Court within and for the County aforesaid — Now if the said Kimball & Kendrick 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.

Levi Phelps (Seal)

(Seal)

(Seal)

Approved by me,

John Caple
Clerk

Hurd, Hutchins & Skinner
vs
Kimball & Kendrick

Transcript

Filed July 14th 1845
John Capsil, Clerk

Rec'd

The State of Ohio Union County, ss.

I John Capsil Clerk of the Court of Common Pleas within and for said County of Union do hereby certify that the following entry and judgment is truly copied from the journals of said Court to wit; Tuesday Oct 1st 1844 1st day

Hurd, Hutchins & Skinner
34 vs } Assumpsit
Kimble & Kendrick

This day came the said Plaintiffs by Mr Allison their attorney and the said Kimball & Kendrick though solemnly called came not but made default, whereupon it is considered that the said Hurd, Hutchins & Skinner ought to recover their damages by reason of the premises and neither of the parties requiring a jury, and the Court being fully advised in the premises, do assess the damages of the said Hurd, Hutchins & Skinner to Two hundred and thirty nine dollars and seventy six cents, Therefore it is considered that the said Plaintiffs recover of the said Defendants the said sum of $ 239.76 their damages aforesaid assessed, and also his costs in this behalf expended taxed at

Notice of Appeal by Defendant

In testimony whereof I have hereunto set my hand and seal of office this 14th day of July A.D. 1845

John Capsil, Clerk

No. 44-SC-4

Union Common Pleas Court.

Lemuel Carter
Plaintiff,

AGAINST

Aquilla Turner
Defendant.

July 1845

Judg vs Defendt
$137 31

Supreme Court

Journal 1 Page 85

Record No. 1 Page 364

Ex. Doc. 1 Page 348

Ex. Doc. No. 2 page 154

Demand Garten
vs
Aquilla Turner &
Thomas Turner

Damages $137,31
Costs 10,42
Writ 41

Service — $0-35
Mileage — 20
Advertising 25
mileage — 20
$1,00
Printing bill 1,00
$2,00
Fees Cost 30,[illegible]
Pd Court [illegible]

Received this writ Sept 19th A D 1845 -
Sept 23rd A D 1845 - Levied on ~~Four Head of Work Horses~~ & one Twoyearold Horse Colt
Advertised the above described property for sale at the House of Aquilla Turner on the 24th day of Oct A D 1845
Oct 24th 1845 - I offered the above property by publick out cry and not sold for want of bidders
Oct 24th 1845 - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said county begun and held at the court house in Marysville on the 19th day of July A. D. 1845 Samuel Carter

recovered against Aquilla Turner & Thomas Turner

as well the sum of one Hundred and thirty seven dollars and thirty one cents, for his damages, as the sum of $ 10,41 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

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of July A. D. 1845 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 Samuel Carter

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 19th day of Sept. A. D. 1845

Attest John Cassil CLERK.

Union Com Pleas

Lemuel Carter
vs } Precipe
Aquilla Turner
et al

Filed February 14th 1844
John Castle, Clerk

Samuel Carter
vs
Aquilla Turner &
Thomas Turner

Mior Com Pleas april term
1844

In assumpsit Damages $.200.00

Issue summon returnable on the first day of the next term and Endorse Suit Brot on Defendants' Note of hand given to plaintiff for one hundred and twelve dollars on the 17th day of June 1843 and due on the 21st day of September 1843, also for money had and received &c

By Wm P Lawrence
atty for Pl'ff

Turners'
Note

Filed May 27. 1844
John Cofer Clerk

on or before the twenty first day
of September 1843 I the or either of us
promise to pay Samuel Carter one hundred
and twelve dollars for value received
of him this seventeenth day of June
1843

Aquila Turner
Thomas Turner

112 43. Sept. 1

11, 11 1, 111, 111. 1 2/3
1/2

~~126~~
~~126~~ 112
6.72
2
~~1344~~
504
30
118.78
112 12
56 130.78
9
504 653.90

Damages due 130.78
remitter 6.53
137.31

112 12
6 118.72
6.72 118.84 5.6
1

Due 118.84

Union Com Pleas

Samuel Carter
vs
Aquilla Turner
et al

Recorded

Filed May 27, 1844
John Cassil Clerk

Cost bill made

State of Ohio } Court of Com Pleas April
Union County } Ter — 1844

Lemuel Carter Complains of Aquilla Turner and Thomas Turner in a plea of Assumpsit for That Whereas the said Defendants on the seventeenth day of June 1843 at the County of Union aforesaid made their promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the said Lemuel Carter one hundred and twelve dollars on or before the twenty first day of September 1843 which period has now elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of the said note to the said Lemuel Carter according to the tenor and effect thereof

And also for that whereas the said Defendants on the day and year aforesaid at the County aforesd was indebted to the plaintiff in the sum of two hundred dollars for money had and received by the Defendants for the use of the plaintiff

Yet the said Defendants have not regarded their said promises and have not paid the said several sums of or either of them nor any part thereof to the plaintiff to the damage of the plaintiff two hundred dollars and therefor he brings suit &c By Wm C Lawrence his atty

Union Common Pleas

Samuel Carter
vs
Aquilla Turner &
Thomas Turner

Appeal Bond

Filed Oct 31st 1874
John Cafsel
Clerk

Know all men by these presents that we Aquilla Turner & Thomas Turner, Wm Blue are held and firmly bound unto Lemuel Carter in the penal sum of Two 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 October A.D. 1844

The condition of the above obligation is such, that whereas the said Aquilla Turner & Thomas Turner, have taken an appeal from a certain judgment rendered against them in favor of the said Lemuel Carter in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the October Term thereof AD 1844 for the sum of one hundred and eighteen dollars and eighty four cents damages, and five dollars and thirteen cents costs, to the Supreme Court within and for the County aforesaid; Now, if the said Aquilla Turner and Thomas Turner 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

Aquila Turner {Seal}
his
William + Blue {Seal}
mark

{Seal}

{Seal}

Approved by me

Clerk

Lemuel Carter
vs
A. & Z. Turner

Transcript

Filed July 14th 1835
John Cassil, Clerk

The State of Ohio Union County, ss.

I, John Cafsil, Clerk of the Court of Common Pleas within and for the said County of Union, do hereby certify that the following entry & judgment are truly copied from the journals of said Court, to wit; Tuesday Oct. 1st 1845 — 1st day

Lemuel Carter
33 vs
A Turner and
Thomas Turner

Assumpsit

This case came on to be heard and the defendant being three times solemnly called came not but made default whereupon the Court being duly advised of the premises do find that the defendants did assume and promise in manner and form as the said plaintiff hath complained against them and do assess his damages by reason of the ~~premises~~ detention thereof to the sum of one hundred and eighteen dollars and eighty four cents therefore it is considered that the plaintiff recover of the said Aquilla Turner and Thomas Turner the said sum of 118 84/100 $ his damages so as aforesaid assessed and also his costs in this behalf, taxed at dollars & cents

Notice of appeal by Defts

In testimony whereof I have hereunto set my hand and seal of office this 14th day of July A. D. 1845

John Cafsil, Clerk

said Defendants note of hand given to plaintiff for one hundred and twelve dollars on the 17th day of June 1843 and due on the 24th day of October 1843, also for money had and received &c

By Wm C. Lawrence, atty for Plaff

Union Common Plea

Lemuel Carter
vs
A. Turner & Thos
Turner

Served by Certified
Copy this March 5th 1844
W W Steele Sheriff

Serv	55
Mile	20
Copies	30
	1.05

Filed March 5. 1844
John Capsil Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Aquilla Turner & Thomas Turner 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 Lemuel Carter

in a plea of Assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, ~~JAMES H. GILL~~, John Capel Clerk of said Court, at the Court-House aforesaid, this 14th day of Feb A. D. 1844

John Capel CLERK.

44-SC-S

No.

Union Common Pleas Court.

Moses Fullington
Plaintiff,

AGAINST

David Wilter & Wife
Defendant.

July 1845

Foreclosure

Judgment ~~pltff~~ Deft.

$457 93

Supreme court

Journal 1 Page 92

Record No. 1 Page 396

Ex. Doc. Page

Mon Com Pleas

Moses Fullington
vs.
David Witte & wife
Petition to foreclose

Recorded

Filed April 17. 1844
John Cassil Clerk

Cost bill made
same in suspense

Copied

Issue a subpoena to the Sheriff of this
Com for the with returnable for the September
Term & Sunrise
Sol for Com Pl

To the Honorable the Judges of the Court of Common Please when in Chancery Setting

Humbly complaining Sheweth unto your Honors your Orator ~~David Witte~~ Moses Fullington a resident of the County of Union that heretofore to wit on the 5th day of January 1843 one David Witte and Eliza his wife deeded and conveyed to your Orator the premises described in copy herewith filed and pray to be taken as a part of this bill by the Covenants and Stipulations therein contained subject to the following condition that is to say that the said Witte ~~that~~ should pay to the said Fullington ~~Witte~~ the amount of the following notes one Note for 26 $\frac{82}{10}$ $. due one day after date and dated on 13th of October 1843 one of 28 $. of the same tenor 1 September 1842 and one for 223 $\frac{43}{100}$ $. dated October due one year from date and one Note given to Peter B. Kennedy for 454 $\frac{58}{100}$ $ dated April 15 1842 and due one year from date which said several have become due and tho often requested the said Witte wholly refuses to pay the same or any part thereof to your Orator tho there is a large amount of principal and interest is now becom due and unpaid Your Orator therefore pray that the said David and Eliza Witte be made defendants to this bill & and that an account may be stated of the amount so due and that your Honors would order and decree a sale of said premises for the liquidation thereof and your Orator prays other and further relief in the premises and as in duty bound your Orator will ever pray &c

By Wm C. Lawrence
Sol for Complt

Union Com Plea

Moses Fullington
vs

David Witter &
Wife

Subpe in Chancery

Served by certi
fied Copies on D
Witter + Eliza Witter
April 17 1844

W W Steele Sff

Serv 35
Mile 35
Copy 20
.90

Filed April 17. 1844
John Capitl Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon David Witter & Eliza Witter his wife

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ forthwith ~~day of~~ ~~next ensuing~~, to answer a Bill in Chancery, exhibited against them by Moses Fullington

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 17th day of April A. D, 1844

John Cassil Clerk of Com. Pleas.

Copy of Mortgage
from David Witter
To
Moses Fullington

Filed July 17th 1835
John Capsil Clerk

Recorded

Fees $1.25

David Witter
To Mortgage
Moses Pullington

This Indenture made this 5th day of January 1843 by David Witter & Eliza his wife of the County of Union State of Ohio of the first part and Moses Pullington of the County and State aforesaid of the 2nd part witnesseth that for and in consideration of the sum of six hundred dollars paid by the said Moses Pullington to the said David Witter the receipt of which he does hereby acknowledge has bargained sold and conveyed and by these presents does sell and convey unto the said Moses Pullington heirs and assigns the following described Tracts or lots of land lying and being in the County & State aforesaid being part of Military Survey No 5265 on Teacles creek Entered in the name of Robert Means bounded as follows Begining at a fallen ash and standing oak the original corner to said survey 5265 then N 2 E 20 poles to a Stake corner to James E Millers land thence with his line N 84 W 286 poles to a stake and stone in the centre of the creek thence down the creek with the meanders thereof 20 poles to a Stake & Stone corner to Elisha Reynolds lot then with his line and the original line 286 poles to the Begining containing thirty six acres. 2nd Lot as follows part of survey No 7789 & 5265 patented to Joseph Dart Begining at N. W of William ~~Heaths~~ survey No then with Heaths line south 84 E 36 poles to the creek then up the creek N 60 poles N 26 W 20 poles N 16 W 25½ poles to a corner of land owned by William Duglass then his line N 54 W 70 poles then south 69 W 61 poles to the Road then with the Road south 30 E 17 poles then S 20 W 88 poles to William Duglass corner in Elisha Reynolds North line thence with his line S 71 E 104 poles to a Hickory in the Heath line

and corner to Elisha Reynolds land then with Heaths
N 6 E 13 3/4 poles to two Buroaks original corner
Heaths Survey and Begining corner to Survey No 5265
to the begining of the above lot containing ninety seven
acres the aforesaid party of the first part do covenant
and agree to and with the said Moses Fullington his heirs
and assigns that they are lawfully seized of the above
premises and will forever warrant and defend the same
unto the said Moses Fullington his heirs and assigns forever on
the following condition as witness our hands and seals
the day and year above written Now the condition of
the above conveyance is this that whereas the said Moses
Fullington holds against the said David Witter the following
obligations to wit a note of Twenty six dollars & Eighty
two cents one day after date dated october 13th 1841 and
one of Twenty five dollars one day after date dated
September 1st 1842 and one for two hundred and
twenty three dollars and forty three cents Dated
october 2nd 1842 due one year after date and one
note given to Peter B Kennady for four hundred
fifty four dollars fifty eight bearing date April
15th 1842 due one day after date with an indorsement
of two hundred and three dollars & 12 cents october
2nd 1842 on which said Fullington is security for
said Witter Now if said David Witter shall fully pay
all the above obligations with interest and costs that may
accrue then the above conveyance to be forever null
and void otherwise to remain in full force against
us our heirs and Executors and administrators for the
use of the said Moses Fullington his heirs and
assigns to the full amount of the above obligations
according to the stipulations thereof
In testimony whereof we have hereunto

set our hands and seals the day and year above written

Executed in presence of
John F Sabin
E W Bassett

David Witter (Seal)
Eliza Witter (Seal)

State of ohio Union County ss
Personally appeared before me John F Sabin a Justice of the peace in and for the county aforesaid David Witter and Eliza his wife signers to the above mortgage and acknowledged the signing and sealing there of to be their free and voluntary act and the said Eliza Witter being by me examined separate and apart from her said husband declared that she did voluntarily sign and seal the same without fear or compulsion from her said husband and that she is still satisfied therewith Given under my hand and seal this 6th day of January AD 1843 ~~John F Sa~~ John F Sabin JP (Seal)

Filed for Record January 30th 1843. 2 oclock P M
and Recorded same date 3 oclock P M
James Lumer Recorder

The state of ohio Union County ss
I James Lumer Recorder in and for said County aforesaid do hereby certify that the within is a true copy of a mortgage on Record in said County from David Witter & wife to Moses Fullington Given under my hand and official seal this 14th day of July AD 1845
James Lumer
Recorder

(Fee $1.25)

Moses Fullington
vs
David Witter & Wife

Appeal Bond

Filed October 31st 1844
John Capsie
Clerk

Know all men by these present that we David Witter, Norman Chipman are held and firmly bound to Mass Fullington in the penal sum of eight hundred and eighty seven 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 31st day of October A. D. 1844

The condition of the above obligation is such, that ~~the~~ whereas the said David Witter has taken an appeal from a certain judgement decree rendered against himself & wife in favor of the said Mass Fullington in the Court of Common Pleas within and for the County of Union and State of Ohio, at the October term thereof A. D. 1844 for the sum of four hundred and thirty eight dollars & ninety ~~three~~ cents Debt and four dollars and fifty four cents costs, to the Supreme Court within and for the County aforesaid; Now if the said David Witter shall pay the full amount of condemnation ~~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

David Witter (Seal)

N. Chipman (Seal)

(Seal)

Approved October 31st 1844

John Cassil

Clerk

Union Com Pleas

Moses Gullington

vs

David Potter & Wife

Petition to Set

Transcript

Filed Oct. 31st 1844
John Cassil, Clerk

Rec'd

The State of Ohio
Union County ss } I John Cassil Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio do hereby certify that the following entry is truly taken and copied from the journals of said Court at the October Term thereof A.D. 1844.

"October T. 1844"

"Moses Pullington"
"vs"
"David Writer & Wife"

} "Petition to foreclose Mortgage"
"This case came on to be heard upon"
"the Bill of complainant and Masters"
"report and was argued by counsel"
"on consideration whereof the Court do find that by the Master"
"report herein there is still due the complainants the sum of"
"four hundred and thirty eight dollars ninety three cents"
"on account of principal and interest from the defendants"
"on the said Mortgage. It is further ordered that the Defendt"
"and pay the said sum of 438 93/100 $ within sixty days from"
"the rising of this Court to the complainant, and in default"
"thereof that this cause be referred to the Sheriff of this"
"County as a special Master Commissioner for that purpose"
"and that he proceed to sell the Premises described in said"
"Bill as upon execution at law, and that after paying"
"the costs of this cause he retain the residue thereof and"
"bring the same into Court at our next term to abide"
"the order of the Court and this cause is continued

Notice of appeal by Defts

In testimony whereof I have hereunto subscribed my name and affixed the seal of our said Court this twenty second day of November A.D. 1844

John Cassil Clerk

No. 44-SC-6

Union Common Pleas Court.

George Lickey Plaintiff,

AGAINST

Luther Wood Defendant.

JUL TERM. 1845

Judg vs Defendt.

SUPREME

Supreme SUPREME 86

Journal 3 Page 257

Record No. 1 SUPREME Page 367

Ex. Doc. Page

George Luckey
v
Luther Wood, Admr.
of James Cochran, decd.

Pre. in Assumpsit.

Filed Oct 19. 1843
John Cupid Clerk

Cost bill made

George Luckey

Luther Ward, Administrator of the Estate of James Cochran, deceased

Union Common Pleas.

In Assumpsit.

Damages $1200.00

In this case the clerk will issue Summons, returnable forthwith, Endorse "Suit brot on two notes of hand given by Lucesta Ware and James Cochran jointly & severally to Benjamine B. Dillon or order & by him assigned to plff. the one for $455.17 dated March 10, 1840 due 18 months after date, and the other for $455.17 dated March 10, 1840 due 12 months after date — which amt. of principal & interest due & unpaid."

John H. Young,
Atty. for Plff.

Oct. 19, 1843.

Union Common Pleas

George Luckey
vs
Luther Wood, Admr.
of James Cochran, decd.

Assumpsit,
Damages $1200.00

To October Term 1843.

"Suit brot on two notes of hand given by Lucesten Ware and James Cochran jointly & severally to Benjamine B. Dillon or order & by him assigned to plff. the one for $455.17 dated March 10, 1840 due 18 months after date and the other for $455.17 dated March 10, 1840 due 12 months after date — whole amt. of principal & interest due & unpaid."

Served as in acknowledgement Oct 19. 1843.
T W Steel Shff

John Ho. Young, Atty.

Service — .35
Mile .05
$.40

Filed Oct 20th 1843
John Coffin Clerk

Acknowledge service Oct. 19th 1843.
Lutherwood by Ira Lawrence his atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Luther Wood, Administrator of the Estate of James Cochran, deceased

to appear

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

in a plea of Assumpsit Damages twelve hundred Dollars

And have you then there this writ.

WITNESS, ~~JAMES H. GILL~~ John Cafer, Clerk of said Court, at the Court-House aforesaid, this 19th day of Oct A. D. 1843

John Cafer CLERK.

Mon Com Plea

Luther Wood
vs
Plea
Suches

Filed Oct 2nd 1844
John Cassil Clk

Recorded

Luther Wood
vs
Luckey

Macon Com Pleas
Assumpsit

And the said defendant now comes and defends &c and says that he ~~the said~~ Defendants intestate in his life time did not assume and promise in manner and form as the said plaintiff hath declared against him and of this he puts himself upon the Country and the said plaintiff doth the like &c

By Wm C. Lawrence
atty for Deft

The said plaintiff will take notice that on the trial of this case Defendant will insist and prove that one Leveeste Ware ~~[illegible]~~ still survives and resides within the Jurisdiction, who jointly executed the said Note with this Defts intestate

And further that the said Notes in plaintiff declaration mentioned were paid off and discharged before the commencement of this suit and at a day after they become due

By Wm C. Lawrence
atty for Deft

Geo. Lucky

Luther Wood, Admr.

Pre.

issued

4/8 86
7/8
32
7/48

George Luckey Ptf

vs

Luther Wood, Admr.
of James Cochran, decd.

Judgt. in Union Supreme
Court, July Term 1845,
Sent of mandate to Com. Pleas
to Aug. Term 1845.
Issue Execution.

John N. Young
Atty. for Pltff

Aug. 19, 1845.

1124.84

=ants James Cochran and Leicester Ware jointly and severally promised to pay twelve months af=
=ter the date thereof to Benjamin B. Dillon or his order four hundred and fifty five dollars and seventeen cents for value received, and the said James Cochran and the said Leicester Ware then and there delivered the said promissory note to the said Benjamin B. Dillon, and the said Benjamin B. Dillon then and there endorsed the same to the plaintiff whereof the said James Cochran and the said Leicester Ware then and there had notice and then and there in consideration of the prem=
=ises, promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof: Yet the said James Cochran in his life=time & the said Leicester Ware, and the said Luther Wood, Ad=
=ministrator as aforesaid, after the death of the said James Cochran not regarding &c., have not nor have either of them, as yet paid the said sum of money or any or either of them, but to pay the same or any part thereof to the said plaintiff the said James Cochran in his life=time wholly refused, & the said Luther Wood, Administrator as aforesaid, hath, ever since the death of the said James Cochran hitherto wholly refused & still refuses so to do: To the damage of the said plaintiff of twelve hundred dollars and therefore he brings suit &c.

John W. Young,
Atty. for Plff.

Union Com Pleas
George Lucken
vs
Luther Wood Admr
of James Cochran Dec

Now

Filed Dec 20th
1849
John Coffin
Clerk

~~Champaign~~ Union County Court of Common Pleas
of the Term of October A. D. 1843.

The State of Ohio }
Union County } ss.

George Lackey Complaint of Luther Wood, Administrator of James Cochran, deceased, in a plea of Assumpsit, for that whereas the said James Cochran, in his lifetime, and one Leicester Ware, to wit, on the tenth day of March eighteen hundred and forty at Champaign County aforesaid, made their promissory note in writing, bearing date the same day and year aforesaid, and by the said promissory note they the said defendant James Cochran and Leicester Ware jointly and severally promised to pay eighteen months after the date thereof to Benjamine B. Dillon or his order four hundred fifty five dollars and seventeen cents for value received and the said James Cochran and the said Leicester Ware then and there delivered the said promissory note to the said Benjamine B. Dillon and the said Benjamine B. Dillon then and there endorsed the same to the plaintiff, whereof the said James Cochran & the said Leicester Ware then and there had notice and then and there, in consideration of the premises, promised to pay the amount of the said note to the plaintiff according to the tenor & effect thereof: and for that whereas also, the said James Cochran, in his life time, and one Lucester Ware, to wit, on the tenth day of March eighteen hundred and forty at Champaign County aforesaid, made their other certain promissory note in writing, bearing date the same day and year aforesaid and by the said promissory note, they the said defen=

Geo. Lackey
vs
Luther Wood
admr &c

Appeal Bond

Filed Mar 1st 1844
John Cassil
Clerk

Know all men by these present that we Luther Wood, Samuel K. Reed and are held and firmly bound unto George Lucky in the penal sum of one thousand nine hundred and forty seven dollars for the payment of which well and truly to be made we jointly and severally bind ourselves our heirs, Executors and administrators, Witness our hands and seals this first day of November A. D. 1844 The condition of the above obligation is such that whereas the said Luther Wood as administrator of the estate of James Cochran, Decd has taken an appeal from a certain judgment rendered against him as such admr in favor of the said George Lucky in the Court of Common Pleas within and for the County of Union and State of Ohio for the sum of nine hundred & sixty eight dollars and twenty six cents Damages and four dollars and twenty four cents costs to the supreme Court of said County. Now if the said Luther Wood, admr as aforesaid shall pay the full amount of the condemnation money in said supreme Court and costs, in case a judgment shall be entered therein in favor of the appellee then this obligation shall be void otherwise in full force and vertue in law

Seal

Samuel K. Reed

Seal

Seal

Approved Nov 1st A. D. 1844

John Cafsil, Clerk

George Luckey
vs
Luther Wood, adm. &c.

Transcript

Filed July 14th 1845
John Cafferty, Clerk

The State of Ohio Union County, ss.

I, John Capsil, Clerk of the Court of Common Pleas within and for said County of Union do hereby certify that the following entry and judgment are truly copied from the journals of said Court - to wit;

Tuesday April 16th 1844 — 1st day

George Luckey
vs
Luther Wood admr of James Cochran decd.
} Assumpsit.
Continued.

Wednesday Oct 2nd 1844 — 2d day

George Luckey
vs
Luther Wood admr of James Cochran decd
} assumpsit

This day came the said George Luckey by his attorney, and the said Luther Wood administrator of James Cochran, and submitted this cause to the Court for trial and the Court upon hearing the testimony do find that the defendants intestate did assume & promise in manner & form as declared and do assess the damages of the said Plaintiff to nine hundred and sixty eight dollars and twenty six cents therefore it is considered that the said George Luckey recover of the said Luther Wood administrator as aforesaid the said sum of nine hundred and sixty eight dollars and twenty six cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at. To be made from the assets of said estate. Notice of appeal by deft.

In testimony whereof I have hereunto set my hand and seal of office this 14th day of July A.D. 1845

John Capsil, Clerk

Union Com^n Pleas.

Geo. Suckey

vs

Luther Wood Admr &c

Damages $1124.84
Costs — 9.85
Writ 4

Service — $0.35
Mileage — 35
$0.70

Filed Oct. 9th 1845
John Cassel, Clerk

Received this writ the 20th day of Sept A.D. 1845
Mr Goods and Chattels found in the hands of Luther
Wood administrator of &c whereon to levy —
Wm M. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Supreme Court ~~of Common Pleas~~ of said county begun and held at the court house in Marysville on the 19th day of ~~August~~ July A. D. 1845 George Sucky

recovered against Luther Wood Admr. &c.

as well the sum of Eleven Hundred Twenty four dollars and Eighty four cents, for his damages, as the sum of $ 9,85 for the cost and charges in that behalf expended, as of record is manifest. The same having been commanded to the Common Pleas for execution You are therefore commanded, that of the goods and chattles, [redacted] of the [redacted] estate of the intestate; in the hands of the said Luther Wood Admr administered you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of July A. D. 1845 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 George Sucky

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 Sept: A. D. 1845

Attest John Cassil CLERK.

No. 45-SC-1

Union Common Pleas Court.

Adaline McDonald
Plaintiff,

AGAINST

James McDonald
Defendant.

July 1845

Divorce

Decree for pelf-
$500.00

Supreme Court

Journal 1 Page 21

Record No. 1 Page 393

Ex. Doc. Page

Supreme Court

Alethine McDonald
vs
James McDonald

Petition for
Divorce

Filed May 16th 1845
John Cassil, Clerk

Cost bill made

Recorded

To the Honorable the Judges of the Supreme Court in and for the County of Union when in Chancery Sitting Humbly Complaining sheweth unto your Honors your Petitioner Aleline McDonald a resident of this County and State from her nativity that in the Month of January and 23rd day thereof in the Year AD 1834 your petitioner was legally joined in Marriage to one James McDonald then of this County also and that thence your Petitioner became the wife of the said James, in all duty love and affection. That as such wife it was her pride and pleasure to care for the respectability and prosperity of our said Family and the Happiness of My said husband. That in the Month of March 1838. your Petitioner was delivered of one son the only child of our Marriage. which we called Duncan who still lives with and is and has been provided for by your Petitioner. That some time in the fall of the year 1838 the said Husband of your Petitioner left home in this County for the west with a view of looking out a location and future home for us there as he said. That he proceeded directly in to the neighborhood of the lead mines on the Missouri River where he remained for about one year. then left in company with a woman who passed for his wife ~~and directed~~ as your Petitioner is informed and believes that your Petitioner has made careful enquiry for his abode since and believes he resides in the Mo. territory some place but no certainty that he has continually wilfully and without explanation remained now near seven years absent without aiding or assisting or comforting his wife and son during all that time in any manner whatever or attempting to explain his conduct

or excuse himself therefor. That your petitioner has embraced every means of corresponding with him since his departure if possible she might be able to induce him to return to his family and duty but all to no avail. Your Petitioner further charges that when she became his wife she by heirship from her deceased father was in good circumstances which was sold during coverture and that by attachment to pay some debts left unpaid by him when he left. Your Petitioner has been absolutely stript of all her means of livelihood except her Person & Labor. That the said James has been absent continuedly and unexplained for more than three years to wit near seven.

In tender consideration whereof your Petitioner prays that the said Marriage contract ~~to~~ may be dissolved and both parties released therefrom and that the Guardian ship of the said Duncan may be given to your petitioner and that your honors would grant Alimony and support to your Petitioner from the said James and your Petitioner as in duty bound will ever pray &c

Adeline McDonald
by Wm C Lawrence
her Sol

Proof of Publication

Filed July 19th 1935
John Cassidy Clerk

Adeline M'Donald
vs
James M'Donald

Union Supreme Court.
Petition for Divorce.

State of Ohio union County, ss,
I, John Cassil, being duly
sworn depose and say the
annexed Notice of the pendancy
of the application of Adeline
M'Donald vs James M'Donald
for Divorce was published
in the paper printed and pub-
lished in said county of Union
purporting to be the "Argus"
for six consecution between
the 16th day of May A. D. 1845
and the 19th of July of the same
year John Cassil

Adeline McDonald vs. James McDonald } Supreme Court in and for the County of Union and State of Ohio, petition for divorce, for the July term 1845.

The defendant will take notice that the petitioner on the 16th day May 1845, filed her petition with the clerk of the Supreme Court in the county and State above charging a marriage between the parties on the 23rd day of January 1834, at the county of Union, Ohio, that the deft. left home and abandoned his wife in said county, in the fall of the year 1838, and charges that he has since remained continually and wilfully without explanation, absent for more than three years last past and a total neglect of the duties of a husband and father all that time, and pray a dissolution of the marrage contract, guardianship of her son and alimony which will come on to be heard at the next term of said Court.

W. C. LAWRENCE.
Sot for Petitioner,

Attest., JOHN CASSEL,
Clerk Supreme Conrt.

May 16th, 1845. n2-6t

Sworn to and subscribed before me a justice
of the Peace of Paris township Union County
Ohio, this 19th day of July A. D. 1845
James M. Wilkinson J. P.

No. 45-SC-2

Union Common Pleas Court.

W W Woods,

Plaintiff,

AGAINST

James E Merriott

Defendant.

Decree for Plaintiff

OCT TERM. 1844

No Record.

312

Journal 3 Page 264

Record No. Page

Ex. Doc. Page

Writ on Plea

W W Woods

Ephraim Hamilton

Recorded

Allowance
tion in this case on
the Complainant giving
security for costs
in the sum of $200.00

Silas G Strong
Ass Judge

Filed Jan 7th 1845
John Cassil, Clerk
Cost bill made

To the Honorable the Judges of the Court of Common Pleas when in Chancery setting

Humbly complaining sheweth unto your Honors your Orator Wm H Woods that heretofore to wit on the 26th day of June 1848 at the County of Union and State ohio one ~~J. L.~~ Thomas Caldwell for the use of James E Harriott and John Caldwell recovered a Judgment in the Supreme Court of said County for over two hundred dollars and costs the which the Common Pleas by mandate was required to carry into execution that in persuance to this writ of execution a Levy was made by the Sheriff of this County upon a lot of land lying in this County containing one hundred and eight acres and one half That your Orator told the Sheriff who made the Levy that the lot contained the number of acres aforesaid but still the said Sheriff neglected so to mark his levy and entered it as one one hundred acres only. That the levy include the whole of your Orators lands by description and consequently sell the whole of your Orators rights therein. That a Vendicioni Exponas is now issued for the sale of said lot to Wm M Robinson (Sheriff of said County and whom your Orators pray may be made defendant to this Bill) and that he is now proceeding to sell said lot at its former appriisement of six dollars pr acre ~~refusing and refusing to~~ and cannot await the action of the Court in this matter. That your Orator by the hard hand of the said James E Harriott & John Caldwell (and your Orators makes defendants) is liable to loose the valuation of the said eight acres

and no remedy at Law as your Orator is advised is now within the reach of the common Law side of this court In tender consideration whereof and in as much as your Orator is wholly remedyless unless in this court where frauds and accidents are relievable and in tender consideration whereof your orator prays that the said Defendants may be enjoined in the collection of the said Judgment untill the further order of the court and that your Honors would grant your Orator the ~~and~~ further relief in the premises and as in duty bound &c

State of Ohio
Union County ss Personally appeared W. W. Wood who being duly sworn says that the matters and things stated in the foregoing bill are true in substance and in fact as he verily believes

W. W. Wood

Sworn to and subscribed before me this 6th day of January 1845

James Turner J.P.

Wm W Woods & Samuel Woods adm
Thomas B Caldwell for adm

Judgment and execution from the Common Pleas in and for the County of Union in assumpsit

The Clerk of the Supreme Court will issue a writ of Error in the above case on errors assigned in the transcript returnable to next Term of said Court
July 22 1845

W. W. Woods

I acknowledge service on the within January 7th 1845

Wm M Robinson

Served by reding to the within name James E Barnet & John Caldwell January 10th 1845 Service — 55
Mileage 5
60

Wm M. Robinson Sheriff

W. W. Woods
vs
J. E. Barnett
John Caldwell
& Wm. A. McCowan

Injunction & Claim and Bail given
John Caplis
Clerk

Filed Jany 10th 1845
John Caplis, Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon James E. Harriott, John Caldwell & William M. Robinson (sheriff)

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the term next ensuing, to answer a Bill in Chancery, exhibited against them by William W. Woods

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 seventh day of January A. D, 1845

John Cassil Clerk of Com. Pleas.

in case said injunction shall be dissolved then this obligation shall be void; otherwise in full force and virtue in law.

Wm M. Wood (Seal)

Samuel Wood (Seal)

Approved this 7th day of June A.D. 1845

John Capel, Clerk

Wm Common Pleas

William M. Wood
vs
James E. Harris & John Cardwell & William N. Robinson

Injunction Bond

Filed June 7th 1845
John Capel, Clk

Recorded

Know all men by these presents that we William W. Wood, Samuel Wood & are held and firmly bound unto James E. Harriott, John Baldwell & William M. Robinson (sheriff) in the sum of two hundred dollars to the payment of which we jointly and severally bind ourselves our heirs, executors, and administrators, sealed with our seals, and dated this 7th day of June A. D. 1845

The condition of the above obligation is such that whereas the above named William W. Woods has obtained an allowance of an injunction by Silas G. Strong, one of the Associate judges of the Court of Common Pleas of the County of Union and State of Ohio, to stay all proceedings upon a judgment obtained in the Supreme Court in and for the County of Union on the 26th day of June A. D. 1843 (and which judgment was remanded to the Common Pleas of said County of Union for the purpose of carrying the same into execution (said judgment as remanded to the common Pleas amounted to $259,74 Damages and $18,36 costs) and was rendered in favor of Thomas B. Baldwell for the use of James E. Harriott & John Baldwell vs William W. Woods & Samuel Woods) untill the matter thereof can be heard in equity. Now if the said William W. Woods shall pay all moneys & costs due, or to become due from him the said William W. Woods in said judgment at law, and all moneys and costs which shall be decreed against him the said William W. Woods

Supreme Court

Wm. W. Wood
v
J. Caldwell et al

Appeal Bond

Filed June 27. 1845
John Cassil Clerk

Know all men by these presents that we William W. Woods and Geo. W. Howe are held and firmly bound unto James E. Harriott John Caldwell, & Wm. M. Robinson in the penal sum of seven Hundred dollars to the payment of which well & truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors & administrators, sealed with our seals and dated this 26th day of June A. D. 1845

The condition of the above obligation is such, that whereas the said William W. Woods has taken an appeal from a certain decree rendered against him in favor of the said Harriott, Caldwell & Robinson, in the Court of Common Pleas, within and for the County of Union and State of Ohio, at the May term thereof A. D. 1845 for the sum of two Hundred & eighty nine dollars & sixty one cents damages, fourteen dollars & forty eight cents penalty — thirty nine dollars & seventy two cents at law and four dollars & seventy three cents in chancery costs to the supreme Court within and for the County aforesaid: Now if the said William 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

W. W. Woods (Seal)

Hugh McDowe (Seal)

W. W. Woods
vs
J. Caldwell et al

Transcript

Filed July. 18th 1846
John Cofer, Clk

Recorded

The State of Ohio Union County, ss.

I John Capsil, Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio do hereby certify that the following Entry and Decree are truly taken and correctly copied from the Journals of said Court for May term A. D. 1845, to wit;

Friday May 30th 1845 = 4th day

William W. Woods
vs
John Caldwell et al

In Chancery

This cause came on to be heard upon the Bill &c. and being argued by Counsel it is hereby ordered and decreed that the injunction heretofore allowed in this case stand dissolved, and by the consent of parties that the Bill be dismissed for want of equity appearing thereon, and the Court find that there is due for defendants Caldwell & Harriott for their judgment and interest, the sum of $ 287.61 cents, and five per cent penalty thereon, to wit; $ 14,48 cents, and also his costs in the said judgment enjoined, the sum of $ 39.72 with its interest which said sums the Complainant is ordered to pay to said Caldwell & Harriott with interest within thirty days from the rising of this Court, together with the costs of this suit herein taxed at $ cents or in default thereof that execution issue therefor as upon judgments at law

Notice of appeal by Complainants

In testimony whereof I have hereunto set my hand and seal of office this 18th day of July A. D. 1845

John Capsil, Clerk

In Supreme Court
Union County

James E Hamilton et al
ads
William D Woods

Demurrer

Filed July 19th 1845
John Caskill Clk

Alison

The Demurrer of John Caldwell, James E Harriott, & William M. Robinson, defendants, to the Bill of William W Woods, Complainant.

And the said defendants come and demur to the said Bill of the said William W. Woods and for cause of demurrer show, that the said complainant by his said Bill, has not made such a case as entitles him in a court of Equity to have the proceed-ings at law enjoined - or any relief against them: Wherefore ~~they~~ and for other good causes, the said defendants demur to said Bill, and pray the judgment of this Court, whether they shall be compelled to make any further or other answer thereto, and that they may be dismissed with their costs.

[illegible] W B Allison their
[illegible] Solr [illegible] Solicitors

No. 45-SC-2

Union Common Pleas Court.

Wm W Woods,
Plaintiff,

AGAINST

John Coldwell
Defendant.

July 1845
Judg vs Deft.
$360 89

Supreme Court

Journal 1 Page 88

Record No. 1 Page 372

Ex. Doc. 1 Page 329

Wm W D S. Woods
Wm Ezra
John Caldwell.

The State of Ohio Union County, ss,

I John Cassil, Clerk of the Supreme Court of the State of Ohio, within and for the County of Union and State aforesaid, do hereby certify that the following Record is truly copied from the Records of said Court, to wit;

Thomas B. Caldwell for use vs William W. Woods et al } Pleas before the Honorable Ebenezer Lane and N. C. Reed Judges of the Supreme Court of the State of Ohio, at a Court begun and held at the Court house in the Town of Marysville within and for the County of Union and State of Ohio, on the twenty sixth day of June in the year of our Lord one thousand eight hundred and forty three. Be it remembered that heretofore, to wit; on the 16th day of May 1843 the Clerk of the Court of Common Pleas filed in the office of the Clerk of this Court, the following original proceeds, pleadings, transcript, and appeal Bond: Summons reads as follows, to wit; State of Ohio, Union County, ss. To the Sheriff of said County, Greeting. We command you to summon William W. Wood, and Samuel Woods, to appear on the first day of next Term, before the judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto Thomas B. Caldwell, for the use of John Caldwell & James C. Harriott in a plea of assumpsit, Damages Four hundred Dollars, and have you then there this writ. Seal Witness James H. Gill, Clerk of said Court, at the Court House aforesaid this 23rd day of April A. D. 1842, James H. Gill Clerk, said writ was Endorsed, Suit Brot on a promissory note given by Deft to Plfts for $400

dated March 5 - 1841 upon which note there is a credit of $670,40. also for goods sold and delivered &c. C. W. B. Allison atty. for Plff. Returned by sheriff Endorsed, served by certified copies. April 25 - 1842. W. W. Steele Sheff. and afterwards, to wit; on the 21st day of May 1842 Plaintiff by C. W. B. Allison, his Attorney filed the following Declaration, to wit, State of Ohio Union County, ss. Thomas B. Caldwell for the use of James E. 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 E. 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 5th day of March 1842 at Marysville Union County Ohio was indebted to the said William W. Wood in the sum of nine hundred dollars for the price and value of goods

then and there bargained and sold by the plaintiff to the defendants at their request. And in $ 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 defendant at their request, And in $ 900.00 for money then and there paid by the plaintiff for the use of the defendant at their request, And in $ 900.00 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 8th day of March A. D. 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 said plaintiff four Hundred dollars and thereupon he brings suit &c. By C. M. B. Allison His Atty. And afterwards, to wit; on the 18th day of July 1842 Defendants by James C. Wilson their attorney filed the following Plea, to wit; William W. Woods and Samuel Woods. Ads. Thomas B. Caldwell for the use of James C Harriott and John Caldwell. And the said William W. Woods and Samuel Woods comes and defend &c. and crave oyer of the said supposed promissory note in the declaration mentioned and prays that the same may be read to them &c together with all

credits, indorsements, assignments, &c on said supposed promissory note. By J. C. Wilson Atty for Defts. Said transcript reads in the words and figures following, to wit; 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. vs William W. Woods and Samuel Woods, August Term 1842 Assumpsit, judgment for Plff. by Default, Damages $236,10 & costs, Notice of appeal by Defts. Read Witness my hand and the seal of said Court this 21st day of September A. D. 1842, John Cassil, Clerk. Appeal Bond reads as follows, to wit; Know all men by these presents that we William W. Wood, Samuel Wood, Robson L. Broome are held and firmly bound unto Thomas B. Caldwell for the use of Caldwell & Harriott 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. A. D. 1842 - The condition of the above obligation is such that whereas the said W. 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 and Harriott 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. W. Woods and

Copy of Record
in the Case of
Caldwell & Hamilt
vs
W. W. Woods et al

Samuel 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 shall be void, otherwise in full force. W. W. Woods (Seal)
Samuel Woods (Seal) Robson L. Broome (Seal)
Approved by me John Cassil, Clerk pro. tem.
And afterwards, to wit; On the day and year first herein aforesaid, This day came the plaintiff by his Attorney, and the defendants, though solemnly called came not, but make default, and the Court being fully advised in the premises, do assess the plaintiff's damages, at two hundred and forty seven dollars and thirty eight cents. Therefore it is considered that the said plaintiff recover of the said defendants the said sum $2,47.38, and $12,36, being five per cent. penalty amounting in all to $259,74 and also full costs herein expended taxed to. And it is further ordered by the Court, that in the collection of said above judgment, the property of William W. Woods, principal, be first exhausted, before proceeding against the security, Samuel Woods, and that a special Mandate be sent to the Court of Common Pleas, to carry this judgment into execution.
Attest John Cassil Clerk, R. Wood Pres. Judge
Witness my hand and the seal of said Court this 24th day of December A. D. 1844
John Cassil Clerk
Supreme Court U. C. O.

To the Honorable the Judges of the Supreme Court of the State of Ohio or either of the Judges thereof in Vacation The Undersigned by Wm C Lawrence his atty prays the allowance of your writ of Error on the annexed transcript and assigns for error

1st That the note specified in the precipe and the one mentioned in the declaration are not the same The first bearing date of the 5 and the other the 8th of March 1842

2nd there is no specification of the amount debt due upon the precipe as carried into the declaration

3rd That the Common counts are null in this case as they read that Wm W. Woods & Samuel Woods were indebted to the said Wm W. Woods no ground for Judgment in favor of the Caldwells

4th there is no mention of the Common counts in the precipe except goods sold & delivered the &c meaning nothing

5th That the Defts did appear and craved oyer and this undisposed of. a Judgment could not be taken by default.

6th There is no finding in the Judgment by the Court that the Woodses did assume and promise as declared by plaintiffs

7th that the said Transcript & Judgment is erroneous generally

8th that the Judgment ought to have been for Defts in place of Plffs The prayer of Defts is that the said Judgment be therefore set aside

And as in duty bound they will ever pray &c

Wm W & Samuel Woods
By Wm C Lawrence
his atty

45-SC-3

No.

Union Common Pleas Court.

Hutchison & Sells
Plaintiff,

AGAINST

Lewis Washington
Defendant.

June 1846,
Judg vs Defendt.

Supreme Court

Journal 1 Page 98

Record No. 1 Page 413.

Ex. Doc. Page

Hutchison & Sells
vs.
Washington & Hutchison

Filed Nov. 10, 1842.
John Cassil,
Clerk pro tem

fees	55
Mile.	75
Copy —	10
	140

Sealed & delivered on J. P. Hutchinson by Copy on Lewis Washington Nov 10th 1842
W. W. Slade. Deff

Acknowledge service Nov 10, 1842
J. P. Hutchinson

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

We command you that you summon Lewis Washington & Silas P Hutchinson

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, fourthwith

to answer the matters and charges contained in a bill in Chancery exhibited against him

Asbury Sills & Zenas Hutchinson partners in trade by the name of Hutchinson & Sills 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~~ John Cassil, Clerk pro tem of said Court at the Court house in Marysville, this 10th day of November A. D. 1842.

John Cassil Clerk pro tem

Union Com Pleas

Hutchinson & Sells
vs
Lewis Washington
et al

Filed April 18, 1843.
John Cassil,
Clerk.

Refer ?-

cannot collect the same of the Makers thereof
that the said Note of your orator is not due
and is liable to be transferred to such innocent
purchaser as to compell its payment by your orator
that your Orators ~~are doubtful~~ charge that if the same be
transferred as aforesaid your Orators will be without
remedy at law as the said Washington is not the holder
of real or other sufficient property and is about to remove from this County
the prayer of your orator therefore is that the said
Washington be enjoined from the sale of said Note
and that on final hearing your Honors would
order a judge and that the said Note given by Complt
to Deft. or so much thereof as shall equal the one
of the Notes so received from said Washington be given
destroyed and recended and that your Honors
would grant your Orator other and further
relief in the premises and such as may accord
with equity and good conscience
And as in duty bound they will ever pray
&c Pdy W C Lawrence Thos Johnson

12 00 42 147.
96 Lug 41 117 57
26.11 29.50

To the Honorable the Judges of the Court of Common Pleas when in Chancery Setting

Humbly Complaining Sheweth unto Your Honors Your Orators Benas R. & Asbury Sales partners by the name of Hutchinson & Sales that heretofore to wit on the 12th day of October AD 1842 Your orator executed and delivered to one Lewis Washington who Your orator here makes defendant his Note of hand for one hundred & forty seven dollars and due one year from date that the said Note was obtained from Your orator by the following dishonest ~~and~~ rascally and fraudulent way and without passing to Your Orator any consideration therefor to the Amount of 117 $. 50/100 at least

That the said Defendant produced to Your orator two notes of hand, one on Silas P Hutchinson and Amaziah Hutchinson and the other on A. Hutchinson each (deducting a 5 $. Credit on the back of one) for the Sum of one hundred and ten dollars and both of the date of ~~July~~ 26th of July AD 1841 due one year from date That Your Orator purchased of Said Washington the said notes on his assuring Your Orator that they were fairly obtained by the said Washington and were due him. for which said notes of hand Your orator sold to said Washington goods to the Amount of 36. 89/100 $. and executed and delivered to him the note first described above. That Your Orator presented said notes to Silas P. Hutchinson the principal in each note for payment and was surprised to find that (as Your orator verily believes) they were both for the same consideration, ~~and~~ one of which had been obtained by fraud and covin on the part of the said Washington as he well knew as Your orators are informed and believe. Your orators further charge that they received said notes after they became due and consequently

Washington

vs

Hutchinson & ull

Appeal Bond

Filed June 30th 1865
John Capsil, Clk

Know all men by these presents that we Lewis Washington & Wilson Reed, are held and firmly bound unto Zeneas Hutchinson and Asbury Sells in the penal sum of seventy five dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves our heirs, Executors and Administrators, sealed with our seals and dated this 26th day of June A. D. 1845

The condition of the above obligation is such that whereas the said Lewis Washington has taken an appeal from a certain decree rendered in the Court of Common Pleas within and for the County of Union in the State of Ohio at the May term thereof A. D. 1845 for the sum of twenty nine dollars and fifty cents Damages in favor of said Lewis Washington, and thirty one dollars & fifty two cents costs, against him, and in favor of said Hutchinson & Sells, to the Supreme Court; Now if the said Lewis Washington shall pay the full amount of the condemnation in said Supreme Court, and Costs, in case a decree shall be entered against him therein in favor of the appellee then this obligation shall be void; otherwise in full force and virtue in law

Wilson Reed

Approved

John Cassil, Clerk

Union Common Pleas

Hutchinson & Sells

vs

L. Washington

Serv — 35
Mile — 45
Copy — 10
1.20

Filed July 4. 1843.
John Capel Clerk

Served by Certified Copy July 4. 1843
N. M. Steele Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Lewis Washington

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of our term next ensuing, to answer a Bill in Chancery, exhibited against him by Zenas Hutchinson and Asbery Sells

and this he 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 3rd day of July

A. D, 1843

John Cassil Clerk of Com. Pleas.

Filed April 3d 1844
John Leafel Clerk

Zenas Hutchinson &
Asbury Sells traders
by the name of
Hutchinson & Sells
vs
Lewis Washington

In Chancery in
the Court of Com Pleas of
Union County Ohio

The Defendant will take Notice
that Depositions will be taken by Complainants
to be read on the trial of the above cause at the office
of John Eberly a Justice of the peace ~~at his office~~ in the
Town of Dublin Franklin County Ohio. before
some competent authority on the 23rd Inst between
the Hours of 6 O'Clock A.M. and 9 O'Clock P.M.
on said day March 15. 1844

Wm C. Lawrence
Sol for Compt

do further find that the note specified in complts said Bill as signed by A. Hutchinson for the sum of one Hundred and ten dollars exclusion of the endorsement was for the same consideration for which the other note for the same sum and of the same date was given and without consideration and fraudulently obtained and the Court do further find that the note given by Complts to the said Lewis Washington on the 12th day of october 1842 for one hundred and forty seven dollars after deducting the amount of the said note of 110 $ with its interest to the execution of said note was too great and for more than was due said Washington by the sum of 117. $\frac{50}{100}$ and that said note for 147. $ in equity & justice ought to have been for twenty nine dollars and fifty cents that being the sum then honestly due the said Washington and no more It is therefore ordered that the Defendant L. Washington be perpetually enjoined from the collection or transfer of said note for more in value than the said 29-50 $ * and it is further ordered that he pay the balance costs of this cause within sixty days from the rising of this Court and in default that execution issue as upon cases at Law. taxed at

dollars & cents

Notice of appeal by Deft.

In testimony whereof I have hereunto set my hand and seal of office, this 14th day of july A. D. 1845

John Cassil, Clerk

Hutchinson & Bell
vs
Lewis Washington
Transcript

Filed July 14th 1845
John Cassil, Clerk

with its interest according to the tenor of said note

and by agreement complainant pays five dollars of the Taxable costs.

The State of Ohio union County, ss.

I John Cassil, Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entries and Decree, are truly copied from the journals of said Court, to wit; Friday April 21 - 1843, 4th day.

Hutchinson & sells
52 vs Chancery. Continued.
Washington & Hutchinson

Wednesday July 5th 1843 1st day

Hutchinson & sells
35 vs Chancery. Continued.
Washington & Hutchinson

Wednesday October 18th 1843 1st day

Hutchinson & sells
32 vs Chancery. Continued.
Washington & Hutchinson

Wednesday April 17th 1844, 2d day

Hutchinson & sells
29 vs Chancery. Continued.
Washington & Hutchinson

Thursday Oct. 3d 1844 3d day

Hutchinson & sells
26 vs Chancery. Continued.
Washington & Hutchinson

Friday May 30th 1845. 4th day.

Jethro Hutchinson & Asbery sells
late partners &c
vs
Lewis Washington, et als

Chancery
This case came on to be heard upon the Bill of Compt, the answers of Deft, and Testimony and was argued by counsel on consideration whereof the Court do find that the equity of the case is with the complainants and the Court

Hutchinson & Sells
vs
Washington et al } The Bill Charges
Hutchinson

That Complts Bot of Washington Two notes of hand drawn on the same day, due on the same day and for the same sum each except five dollars endorsed on one and one signed by S.P. Hutchinson and A. Hutchinson the other by S.P. Hutchinson alone

That the notes were due and that the makers refused to pay more than one alledging that both notes were for the consideration

That Complts note in part pay of said two notes was in the hands of Washington and prays an injunction in his hands untill this case is settled as Washington is not responsible.

S.P. Hutchinson answers shewing that on settlement and production of his cash book and Blotter that the sum of 110 $ only was due, that A Hutchinson was security only and that he not being present when the first note was drawn it was left with another for A's signature

That on the same day Washington & A.H. and Complts happened to get together and a new note was drawn for the same sum and delivered and the note deposited forgotten

That after wards it came wrongfully in to the hands of Washington

That only 110 $. was due the notes and Books are on file

Washington denies but fails to account for any thing

The testimony is circumstantial

I acknowledge service
of the within notice
Sept 12th AD 1843

Wm C. Lawrence
Sol for Defdt
Compl

Hutchins & Sells
vs
Lewis Washington et al

} Court of Common Pleas of Union County
In Chancery

Depositions will be taken in this case, by the ~~Plaintiff~~ Defendant, at the office of Henry Coffman Justice of Peace in the Town of Dublin in the County of Franklin Ohio on Monday the 18th day of September AD 1843, between the hours of six o'clock AM. & nine o'clock P.M. and continued from day to day until completed

Sept 7. 1843

R. Thomas
Sol. for Deft
Washington

J. W. L. Lawrence
Sol for Complts

Depositions Taken in a cause pending in the Court of Common Pleas for Union County, Ohio in Chancery, wherein Hutcheson & Sells Complt & Lewis Washington et. al Defendants, in pursuance of the notice hereto attached and at the time and place therein mentioned - Plff present, Lewis Washington Counsel present John Graham of the County of Franklin, of lawful age being first duly sworn by me as hereafter certified deposes and says

Quest 1st By Washington's Counsel - State whether you ever a note in the possession of Washington, the time where and under what circumstances - and describe the same

Some time in July or augugust 1841 I went to See Lewis Washington about selling a piece of Land lying in his neighbourhood - the said Lewis was having his potatoes that had been planted opposite his Dwelling house - after we had talked about selling the Land. the conversation came up about Silas. P. Hutchinson going to Michigen. I think I asked Lewis Washington if Silas owed him any Money he Answered yes and after Some conversation which I do not remember he pulled out of his Pocket a note and handed it to me to Look at. and See whether it was correctly Drawn. I think I observed on reading the note that it was Drawn as a Joint note and Signed only by Silas. P. Hutchinson. I said to Lewis that it did not Look right

Quest 2d by same State whether you noticed an indorsement of $5 - on the note you saw in Washington's possession

Answer I think I did. I noticed it and spoke of it at the time

John Graham

Also Asbury Sells of Franklin County of Lawful age being first duly sworn as hereafter Certified deposes and says that

Question by same, State whether you ever acted as a clerk for Silas P. Hutchinson, and his manner and mode of doing business especially in keeping his accounts &c

Answer I have been a clerk for him for several months. he kept a Regular set of Books, was a good Book keeper,

Question by same - Do you believe that he dealt honestly with people of Color who had business with him

Answer I told Lewis Washington at one time that he must look out for himself

Quest 3d by same - State what your meaning was in telling him that

Answer my meaning was this that I had dealings with Mr. Hutchinson myself and he had dealt pretty closely with me, I ~~[illegible]~~ cared and Watched for ~~yourself~~ myself, and I considered he dealt so closely with me he might deal close with others

Quest 4, by same - What is his Silas P. Hutchinson's Character for truth and veracity in his neighborhood where he lives here

Answer ~~I dont know that it was disputed~~ I think his word was disputed by some persons, but think his Oath would not be doubted

1 Question by Plaintiff how long was you Clerk for Silas P. Hutchison —

Answer I think about Nine Months —

2 Question Did you ever Know of his dealing dishonest with any Person

Answer I think he dealt unfairly with me

3 Question have you any ill will towards Silas P. Hutchison

Answer I have no ill will towards ~~him~~ any man —

4 Question did you ever see any Charges on his books ~~that~~ led you to suspect he was dealing unfairly with Lewis Washington

Answer I thought he Charged Lewis Washington pretty extravagant profits, but he did not know of his making Charges for articles which he did not get —

5 Question is it not Customary for merchants to sell goods at a high price if they can get it —

Answer Some men trick on pretty well

6 Question do you think he took advantage of Lewis Washington. is that the reason you gave him the Caution

Answer Lewis Washington was in the habit of inquiring of me and some others about his deal with Hutchison, and that I told him to look out for himself. I did not know but he would take advantage. ~~and~~ ~~[illegible]~~

= did not know as he would —

Question was you not a party to this suit when it was instituted agt. Lewis — meaning Lewis Washington —

Answer I suppose I was

Quest by Defts Counsel — Have you in any manner an interest in the subject matter of this suit —

Answer I dont know that I have any interest in any of the Claims mentioned in the bill I was a partner at the time the suit was brought, but have since assigned all my interest in the Claims of the partnership to Nemos Hutchinson ~~without~~ and do not consider myself liable for any debt —

Quest 2d By same. Would you believe the deft Silas P Hutchinson under oath where ~~it was~~ he was interested, and it would be to his interest to swear falsely

Answer I do not hardly think he would take a false oath.

2 question by Plaintiffs.
Are you acquainted with Silas P Hutchinson mode of keeping a Cash Book

Answer Yes —

Question. do you know that he made regular entries on his cash book of cash Re — and cash paid out —

Answer I think he did quite regular, and that he kept his books neater than any man in the place

No 5
A. Sells testimony Continued

Question by Plaintiff. did you ever know of any person depositing their accounts with S. P. Hutchinson on their settlements

Answer I think I did know one man, to wit William Hay —

also Nathaniel G Hord of Franklin County of Lawfull age being first duly sworn as hereafter Certify deposes and says

Asbury Sells

Quest by Deft — State the Conversation which you heard between Amazeiah Hutchinson & the Deft Washington in relation to a Note signed by said Hutchinson as security for S. P. Hutchinson & given to Lewis Washington

Answer the Conversation Commenced by Washington asking Mr Amazeiah Hutchinson whether he Washington was present when he signed ~~the~~ Note as security. Hutchinson said he did not see him —

Quest by Same was that all he said at that time — in relation to the Note

Answer I think he Observed that the Note was sign. at his mothers in Dublin

~~Question by Plaintiff. Did you hear Amazeiah Hutchinson Amazeiah Hutch & Lewis Washington tell Lewis Washington that Silas Hutchinson & they were all at his mothers together when the Note was sign~~

~~Answer I~~ Question did you hear Amazeiah Hutchinson tell Lewis Washington, that Silas Hutchinson, Lewis Washington & himself was at his mothers together when the Note was sign —

Answer. I did not

N G Hord

No 6 —

Alex Orange Davis of Franklin County of Lawfull age, being first Duly Sworn as hereafter ~~Certify~~ deposes and says —

That about 29th or 30th day of July 1871 S. P. Hutchinson called on deponent and said he would leave his Note with deponent for Amaziah his brother to sign as security which he would do sometime when he was up, after which having been done to give it to Lewis Washington when he called for it, Amaziah Hutchinson never called and signed said note to deponents Knowledge while it was in his possion —

Lewis Washington called and got the note at what particular time deponent does not Know but that he recollects distinctly well of his giving to him

Quest by Deft Counsel for Mahlon — That whether you are positive in saying that Amaziah Hutchinson never called and signed that note left at your stand

Answer he never did to my knowledge

Quest by same might he not have called and signed it while you were out

Answer he might ~~to~~ Possibly

Question by same How long was the note left with you in your possession before Washington called for it

Answer, I Cant say at what time, it has been my impression that it was some time in February he call and had Conversation in relation to some fears he had Concern of his Claim being unsafe Agt. Silas Hutchinson

No 7 –

Quest by – State whether you did or did not deliver the note to him at that time or thereabouts to wit in the latter part of the winter following

Answer I was my impression that he gave him the Note at that time, to Wit. July – or the latter part of Winter

Quest by same State whether you did or did not read that note to Washington when he called for it in the latter part of the winter as above stated

Answer. I have no recollection of it. but Possibly he might

Quest by same, State whether you examined the signatures to the note when you gave it to Washington, and the Credits on the back, and if so state whose signatures they were, and what Credits were on it

Answer. I did not Examine the Note when it came into my hand, or went out, but my impression is, it, was for $110. – and he does not know where he got that impression

Quest by same State whether you did or did not tell John Graham that you delivered that note to Lewis Washington some time in the latter part of the winter following the time it was delivered to you by S. P. Hutchinson

Answer It was my impression that it was at that time I gave Lewis the Note. and so stated to Mr Graham

Quest by same Are you a Brother in Law to the Pltff Hutchinson & Deft Silas P Hutchinson

Answer Yes –

No 8

Question by Plaintiff — was not the Note left with you Esqr and not your Clerk for a magistrate Hutchison to sign.

Answer — Yes it was —

Question by same — had your Clerk any knowledge of the Note being left —

Answer — I presume Not —

Question by same — are you acquainted with S. P. Hutchison mode & manner of keeping Books — and doing Business —

Answer — Yes, I have never known any person keep their Books more Intelligibly —

Question by same — You know of his keeping a Cash Book

Answer — Yes —

~~Question — did you know of his keeping Debt & Credit on the Same, and it was to be practice to balance weekly —~~

Question by same — Did you ever examine to see if he kept a regular Debt & Credit on his Cash Book —

Answer — Yes sir — and it was to be his practice to balance it every Week —

Question by same — did You ever hear any person say that he did not keep an honest Book

Answer — No I never did

The above Question & answer — Objected to by Washington's Counsel

No 9 –

Mr. Gray Davis testimony Continued –

Question by Plaintiff. Do you Consider Silas P. Hutchinson to be a man of truth and veracity –

Answer. I always Did –

Question by Same do you think he would swear falsely where his Interest was at Stake

Answer I never Supposed he would –

O. Davis

Also John Watson who was recalled at the request of the Plaintiff, the Plaintiff not being Present at his first Examination

Question by Plaintiff.

What was the amt of Note Lewis Warly shew. you and the Date of s.d note

Answer I think the amt. was $115 – the date I do not recollect there was a Credit of five dollars on Note he shew. me –

Question by Same was there a date to the Credit on the Note

Answer I do not Remember

Question Do you think the Credit on the back of the Note was of the Same hand Writing as the body of the Note –

Answer I do not Recollect –

Question by Same. was the Note he shew. you ~~signd~~ with Credit on Back, signd by S. P. Hutchinson & Amasa Hutchinson

Answer It was signd only by S. P. Hutchinson

No 10 Mr Graham's testimony Continued

Question by Plaintiff. did Lewis Washington ever shew you a Joint Note signed by S P. Hutchison & Amazeah Hutchison and if so what was the amt. and Date of said Note

Answer He did shew me a Joint Note but Not at the time he shew me the joint Note - my Impression was the Amount was One hundred & ten Dollars but do not recollect the Date - but Knows that neither of them was due at that time -

Question are you acquainted with S P. Hutchison Hand Writing to swear he signed the Individual Note

answer, I believe the signature to be his Writing

Question Did you or did you Not see a Credit of five dollars on the Joint Note signed by S. P. Hutchison & Amazeah Hutchison

answer not that I Remember -

John Graham Was Recalled by the deft.

Quest by Deft - State your recollection of the Conversation held by you with Orange Davis in reference to the time when he delivered the note left with him, to Washington

Answer, as Mr Orange Davis Mose Davis & myself were going to Columbus, Mr Orange Davis in the Course of Conversation the question Came up about the ~~Note the Note~~ Individual Note given by S P. Hutchison, Mr Davis Said he thought it was about Sugar Making he gave Lewis the Note, and stated

No 11

he thought he had some distinct recollection of there being snow on the ground —

Quest by same — What time of the year do they make sugar in this County generally

Answer. generally Commence the latter part of February or beginning of March

John Graham

I Henry Coffman a Justice of the peace in and for the County of Franklin & Township of Mifflin State of Ohio — do hereby certify that the above Nam^d — John Graham Asbury Sills, and Orange Davis, Nathaniel G Hord, were by me first duly sworn to testify the truth & the Whole Truth and nothing but the Truth and that the foregoing deportions by them Respectfully subscribed were reduced to Writing, by John Graham, Orange Davis and Wm^d Wright he being called as a disinterested person and were taken at the time and place specify^d in the indorsed Notice, In testimony whereof I have hereunto set my hand this 18th day Sept. 1843.

Sign^d

Henry Coffman

Justice of the peace

Fees of Witness $2.00
taken down
Deportions in
Writing — 2.50
Summons — of
3 Witnesses . 25
Cert fee 45
$5 20

Opened 16. 1843 at Request of
Compt's Sol John Cassil Clerk

Filed Oct. 16th 1843
John Cassil Clerk

Clerk of The Court of Union County Ohio
Depositions in the suit of

Ignatius Hutchinson &
Asbury Sells
trading by the name of
Hutchinson & Sells
vs
Lewis Washington

Opened by Counsel for
Complainant April 9, 1844
John Cupid Clerk

Filed April 3d 1844
John Cupid Clerk

Reference to Dr Washington

& A/C

Lewis Washington Slave Jim

1840													
July 4	2 9.55	14 .42	5 2.88	7 1.44	12 .31	13 2.19	15 5.52	17 1.63	19 1.43			28	37
Apl	23 1.38	25 1.00	26 1.88	28 .12	29 .50	31 .50	33 .31	35 1.38	37 1.14	38 6.75.		15	96
May 30	40 1.35	41 .13	42 5.12	43 2.81	48 5.25	49 .50	51 3.00	55 .50	62 3.06	63 .38	66 .75	22	85
Augt 15	70 2.00	73 1.44	74 .94	75 1.00	77 .31	78 1.25	83 .38	84 .25	89 .54	90 .38		8	79
Sept	93 .18	96 .38	112 31.21	115 10.00	117 4.00	118 5.00	120 33.44					84	20
												$160	18
	Cr											$160	18
	83 .37 cm		120 159.81										
1841	130		131		129		132						
May 1	13.27		.66		5.90		1.00					20	83

July 26 By Cash in full 20.83

Pulaski Cobb
vs
Washington et al
Resp

Filed Nov. 20th 1843
John Cofer
Clerk

A. Atchinson & Sells
vs
Lewis Washington et al

In Chancery

And the said Complts come and say that the matters & things set forth in his Bill are true in substance and fact and that the matters and things set forth in the answers of defendants contrary thereto are untrue and this he is ready to make appear as shall be directed by this Court

Wm C. Lawrence
Sol for Complt

Lewis Washington

ads

Hutchinson & Sells

Answer

Filed. July 20th 1843

John Cabell

Clerk

Answer of Lewis Washington defendant to the Bill of Hutchinson & Sells, Compt

The said Lewis Washington now comes and for answer to the said Bill of the said Hutchinson & Sells says, that it is true that he did receive of the Complainants a note for $147 as alleged in the said Bill, but denies that said note was obtained from the Complainant by any fraud rascality, or misrepresentation, but was fairly obtained and for a valuable consideration, and that the consideration for the said note was as follows, that on ~~the~~ about the 8th day of December AD 1840 he loaned to one Silas P. Hutchinson the sum of three hundred and seventy six dollars and seventy one cents, ~~that this defendant and the said~~ that the said Silas P. Hutchinson paid to this defendant all of said loan with the exception of two hundred and seventy five dollars, that on or about the 26th day of July 1841, this defendant being fearfull that the said Silas P Hutchinson would become insolvent, requested him to give this defendant his note of hand with ample security for the balance of $225 which he refused to do, alleging that he could not obtain security for that amount, but that he would get his brother Amaziah Hutchinson to go as security for him on a note of the size of $110, and that he would give this defendant his individual note for $115 - ~~which was~~ The said Silas P. Hutchinson at that time executed and delivered to this ~~defendt~~ his individual note for the said $115, and agreed that as soon as he could see his brother Amaziah Hutchinson they would execute a note of hand jointly for the said $110 - and leave the same with one Orange Davis in town of Dublin for this deft, that the said Orange Davis had said note in his possession for 5 or 8 months, this

deft thinking that it was in safe hands, this defendant further says that the said Complainants were indebted to the said Silas P. Hutchinson to a large amount, as he was informed by them and that they were anxious to trade for the paper of the said Silas P. Hutchinson, and that this defendant was indebted to the said Complainants in the sum of $36.89, for a Book account at the time of the contract, that the Complainants proposed to this deft, after he had informed them of the manner in which he came by the said notes and the consideration therefor, to trade for the said notes, the said Complainants being fully aware of all the circumstances, ~~proposed that~~ and after examining the signature of the said Silas P Hutchinson and pronouncing the same to be genuine, proposed that this deft should settle his Book account with them, and that they would would allow and de= =duct the credits on the back of said notes, and give their joint note to this deft for the balance of $147, which they themselves by their own calculation found to be due, this arrangement was made and entered into by the said Complainants for the purpose of preventing this deft from attaching the Equities in their hands belonging to the said Silas P Hutchinson, as this deft had informed them that he should proceed to do – This deft further says that at the time of making this arrangement with the Complainants it was distinctly agreed by them that as they had the means in their ~~of satisfying~~ hands to satisfy the said notes, that they were to take them without any recourse on this deft, and that said notes were due at the time – This deft denies that ~~the said notes~~ both of the said notes were given for the same consideration but that they were given as set forth in this answer and for the consideration of $225 – This deft denies that he ever presented a note to the said

complete signed by A Hutchinson alone.
This defendant further denies all fraud and says that he acted in perfect good faith
within complt and Silas P Hutchinson, and
prays that he may be dismissed hence with
his costs

his
Lewis X Washington
mark

Lewis Thomas, Sol for Deft

State of Ohio }
Franklin County } ss

I Lewis Washington being
duly sworn depose and say that all the several
matters and things which are stated in the fore
going answer as from my information &
other I believe to be true, and that all the several
other matters and things therein set forth are
true in substance and fact

his
Lewis X Washington
mark

Attest-
Henry Coffman

Sworn to and subscribed before me this
2 day of May AD 1843

Henry Coffman Just Peace

1842. Oct 1st Rec'd on the within Note Twenty Six Dollars & fifty Cents

J. P. Hutchinson
Note

One year from date for value received
We or either of us promise to pay
Lewis Washington or order One
Hundred & ten Dollars with interest
from date Dublin July 26th 1841
$110.

J. P. Hutchinson
A Hutchinson

46.71
3.87
5.00
12.00

Recd Twenty Dollars

1842 Rec $15.09
by way of
J. Wasson

One year from date for Value received We or either of us promise to Pay Lewis Washington or order One Hundred & fifteen Dollars with interest from date — — — — —

Dublin July 26th 1847

$115.00

S. P. Hutchinson

Union Com Pleas

S. P. Hutchinson
vs
Ans
Hutchinson & Wells

Filed July 3d 1843
John Cassil Clk

The separate answer of Silas V. Hutchinson to the bill of Complaint exhibited against himself and an other by the firm of Hutchinson & Sells

This defendant now comes and for answer to said bill says that the facts charged on this defendants denying the Justice of the two notes mentioned in said bill are true but admits that one of the notes is just and true and to be ~~paid~~ settled by this defendant

This defendant further says that on the 26th day of July A.D. 1841 this defendant had a settlement with the said Lewis Washington a like defendant when there accounts and mutual indebtedness stood as follows

This defendant to said Washington Dr

To the Amount of a note of hand	$376.71/100
Interest thereon	5.81

Washington to this defendant Dr

to balance of Store account January 8. 1841.	156.00
To acct on book before settlement	28.83
January 8. to 18. $5.71/100 to 15 $. in cash.	20.71
Feby 15 do	13.00
do 24 Pd Palen order	7.00
to L Field's note of about	50.00

That on this Statement of our mutual Liabilities it was found on the 26.th of July 1841 aforesaid that there was due the said Washington to his satisfaction the sum of one hundred and fifteen dollars for which this Defendant agreed to give his note of hand to said Washington with Amaziah Hutchinson security that this Defendant then drew the note Joint and Several and as the said Amaziah was not then present it was mutually agreed to deposit the note with Orange Davis in whose hands it was to remain untill so signed by said Amaziah and then to be handed over to said Washington and not before this Defendant further says that after the note was drawn and signed by this Defendant said Washington requested him this Defendant to pay him a small sum in cash then which was done and endorsed on the back of the note (Recd five dollars) which is the note in compts bill of that description. This note was then left with Davis for the purpose aforesaid

That subsequently and on the same day this Deft & said Washington and Amaziah Hutchinson happened together and a second note was drawn at the instance of this Deft for the same sum (less the 5.$ endorsed and paid) and delivered to said Washington without out going to and taking up the note deposited with said Davis

This defendant positively charges that the notes were executed for the same consideration and no other and that the above exhibit contains the stated account between this defendant and said Washington on that day and that to this defendant's knowledge or belief he does not owe the said Washington nor did not on that day one cent more than is promised in one of the notes set forth in complainants said bill which note is and was over balanced by complainants note of hand due this defendant and about which there is no difficulty. The first note above mentioned came into the hands of the said Washington wrongfully and without the knowledge of deft And further saith not

excepts that he wishes to be discharged with his costs By [redacted] P. B. Cole his Sol

State of Ohio
Union County ss

Personally appeared Silas P Hutchinson who being duly sworn says that the matters and things set forth in the foregoing answer are true in substance and in fact as he verily believes And further the saith not Silas P Hutchinson

Sworn to and subscribed James Lucas J. P.
Before me

Lewis Washington
a/c
current

111

8 oct 41. 15. #
6
90 3 7½
2.70
25.12. 3
2.67
15
25.12
42.79

Lewis Washington

To S R Hutchinson Dr

To Merchandise from June 1837 to Decr 1839 — $105.15

Cr

Decr 2 1839

By Sundry Credits 45.15 By Cash 50.00 & Note in full 10.00 $105.05

Dr

To Mchds from Decr 2d 1839 to Jany 8d 1841 — $160.18

Cr

By Error 2.18 Cash omitted — 2.00 — 4.18

Jany 8 By Cash in full to be indorsed on my note $$37671 156.00 $160.18

Dr

To indorsement or ballance as above — 156.00

1841 Sundry Goods to July 16 — 20.83

Jany 8 Cash as entered in cash book 5.71

18 — " " " " 15.00

July 15 — " " " " 13.00

24 — " " " " 7.00

July 26 To David Fields Note about 50.00

" Cash on Note — 5.00

" My Interest note - due year from date 110.00 382.54

Cr

By Cash as per my note dated Decr 8 1840 37671

By Interest — 5.83 $382.54

State of Ohio
Franklin County ss) Personally appeared
Jenas Hutchinson who being duly sworn
says that the matters and things set forth
in the fore going bill are true in substan
ce and in fact as he verily believes

Jenas Hutchinson

Sworn to and subscribed
Dec 12th 1842 Henry Coffman J.P.

Hutchenson & Sells
v
Washington & Hutchenson } Union Com Pleas

The plaintiffs will take notice that the defendant Washington will take depositions in this case, at the office of Henry Coffman Esq before competent authority in the Town of Dublin, on the 18th day of April AD 1844 between the hours of 8 o Clock AM, & 9 o Clock PM

Dublin April 17 1844 -

N Thomas
Atty for Deft
Washington

To Lewis Hutchenson
& Asbury Sells
Dublin Ohio

74,8
592

16
9
14,4

4,9
14,4
592
78,2-0

Depositions of Witnesses taken in a Cause pending in the Court of Common Pleas of Union County Ohio Wherein Hutchinson and Sells are plaintiffs and Washington & Hutchinson defendants, and for the defendant Washington, in pursuance of the notice hereto attached, and at the time and place therein mentioned

Plaintiffs and Defendants both present —

James Bannon of the County of Franklin of lawful age being first duly sworn by me, as hereafter certified, deposes as follows;

1 Quest by Deft W. State whether you served the notice hereto attached on the plaintiffs Lenas Hutchinson and Asbury Sells and if so the time and manner of service. —

Ans — That he James Bannon served the above notice on Jenis Hutchinson & Asbury Sells Personally by a Copy on the 17th day of April 1844

James Bannon

Also John Eberly of Franklin County, and of lawful age being first duly sworn as hereafter certified deposes as follows —

1 Quest by Deft W. Please State the Conversation held by you with the Defendant Washington as near as possible, word for word if you can — and the time when it happened —

Ans — In a conversation I had with Lewis Washington about an order he wanted me to send to S. P. Hutchinson for fifteen Dollars I inquired of him how much

I P Hutchinson owed him he did not answer direct I then asked him if Hutchinson owed him more than the order that I wrote for him and he said he did I asked how much more he stated as much as one hundred Dollars I then made further inquiry and came to the conclusion that I P Hutchinson owed him something like one hundred & ten or twenty Dollars as to the time to the Best of my memory it was in the first part of the year 1842

2 Quest by same - Did washington state to you directly that Silas P. Hutchenson owed him only $110

Ans he did not

3 Quest by same - State the facts and circumstances which led you to the conclusion that S. P. Hutchenson owed Washington only $110 or $120

After the Enquiries I made of him he stating I P Hutchinson owed the one hundred Dollars and the further Enquiries as to the precise Language I do not Recolect But took that impression

4 Quest by same you need not state precise language but state it as near as you can recollect

he stated I P Hutchinson owed him more than one hundred Dollars but not the precise amount and from that Language I formed my opinion

5 Question By same Will you then undertake to say from this statement that S. P. Hutchenson might not have ~~owed~~ owed him $225 or $300 —

ans I think not from the impression I got from him would not exceed one hundred and twenty dollars

6 Quest by same – Will you then undertake to say positively and unequivocally – that Washington directly or indirectly told you that S. P. Hutchinson only owed him $120 and no more

he did not directly as I have stated before

7 Quest by same – You state that Washington said "that S. P. Hutchinson owed him more than $100, but did not state the precise amount" as one of the circumstances which led you to suppose that S. P. Hutchinson only owed him $120, Can you state any other circumstances?

answer I cannot more definate than I have done all Ready the language I do not Remember but the impression I got is from what I have stated all Ready

8 Quest by same – You state in answer to questions Nos 3 & 7 that you do not remember the language used by Washington and you state in answer to Question 4 that you formed your opinion that ~~Washington~~ S. P. Hutchinson owed Washington more than $100 from the language use by Washington – In answer to this question will you then undertake to say that you do not recollect the language used by Washington in the Conversation with you

answer as to the Hundred Dollars Washington stated that fact and the impression I got I suppose he must have stated something to that amount

9. Quest By same — Upon the whole Do you recollect any thing very distinctly of the Conversation you had with Washington —

answer So much as I have all Ready Stated and no more

10. Quest by same — Are you clear and positive as to what you have already stated

answer To the Best of my knowledge and understanding I have answered your Questions

11 Quest by same — Did Washington tell you at any time that he had only one note against Silas P. Hutchenson

Ans he did not

John Ebersly

I Henry Coffman a justice of the Peace in and for the Township of Washington in the County of Franklin Ohio, do hereby certify that the above named James Bannon and John Ebersly were by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the foregoing depositions ~~of James~~ by them respectively subscribed ~~by them~~ were reduced to writing, as follows that is James Bannons was was written for him by John Graham a disinterested person, and that of John Ebersly was written by himself — and that said Depositions were taken at the time and place specified in the inclosed notice — In testimony whereof I have hereunto set my this 18th day of April 1844

Just Fees ,78
Witnesses 1,00
$1,78

Henry Coffman Ex Justice of the peace

I Henry Coffman a justice of the peace in and for the Township of Washington in the county of Franklin Ohio do hereby certify that the witness named Orlando Eberly was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by the Plaintiff writing the questions and the witness writing the answers and respectively by him subscribed and was taken at the time and place specified in the enclosed notice —

In testimony whereof I have hereunto set my hand the 23rd day of March 1844

Henry Coffman Justice of the peace

Witnesses fee 50
Justice fee 31

Antoinette Sells
vs
Washington et al

Filed April 3rd 1844
John Coffinberry Clerk

Deposition of Witness taken in a Cause pending in Chancery in Court of Common Pleas of Union County Ohio wherein Thomas Hutchinson & Albury Sells Traders by the name of Hutchinson & Sells is Plaintiffs and Lewis Washington is Defendant in pursuance to of the Notice hereto attached and at the time & place therein Mentioned Plaintiffs & defendants both present. John Eberly of the County of Franklin of Lawfull age being first duly sworn by me as hereafter Certified deposes & says

Question by Plaintiff

1st 2d. State what you know about the amt that Lewis Washington claimed to have against J P Hutchinson & at what time

Ans Lewis Washington in a Conversation With me Gave me to understand that J P Hutchinson owed him something like one Hundred & ten or twenty Dollars Was the Conclution that I come to from What he stated the time I do not Remember Correctly but to the best of my Memory it Was in the first part of the year 1842

2d by Same

Did he ever say to you that he had More than One Note against J P Hutchinson

ans He did not

John Eberly

Depositions of Witnesses taken in a Cause pending in Chancery In Court of Comon Pleas of Union County Ohio Wherein Jenas Hutchinson & Albany Mills Traders by the name of Hutchinson & Mills is plaintiffs and Lewis Washington is Defendant in Pursuance of the notice hereto attached and at the time and place therein mentioned Plaintiff and Defendant Both Present Nahan Smith of the County of Franklin of Lawful age being first duly & sworn by me as hereafter Certified Deposes & Called by Pltff

Quest by Pltff 1st Are you acquainted with J P Hutchinsons Manner & mode of bookeeping and have you had dealings with him Ans I am Some What acquainted with his Manner of Book keeping & have dealt with him to Some Considerable amount

Question 2d Do you or do you not think he kept correct and honest accounts Ans From all the I have Seen I should suppose his Books were kept correct to the Judge from my dealing with him I take him to be perfectly honest

Qt 3 Have you examined Lewis Washingtons account on his books of original entry
Ans I have upon the appearance of the Books

Question 4 From examination of Lewis Washingtons account do you find it correct on his J P Hutchinsons book
Ans I have examined Lewis Washingtons account & from the Statement of the Book Judge it correct

Question 5 ~~State you think~~

Do you know whether S. P. Hutchinson was in the habit of keeping a Cash Book and what do you think of its accuracy?

Ans I know nothing as to its Accuracy I know but little But it appears Correct I have Examined & found Many & found the Same Correct

Question 6 Are these the same Books in one of which appears the Same the other I know nothing about the Leather Covered one is the one that I am acquainted with

Cross examined by Clerk

Quest 1st What profession or trade do you follow

Ans Blacksmithing

Quest 2d State how you became acquainted with S. P. Hutchinsons Books, and at whose request did you examine them

Ans I Became acquainted with his Books by dealing & Settling with him Examined them at his request

Quest 3d State whether you ever made an Entry in those Books, and whether you ever acted as Clerk for S. P. Hutchinson

Ans - I never did Either

Quest 4. State whether you know the books before you now to be the Books kept by S. P. Hutchinson, and if you do, state how you know it -

Ans I do not know them positively to be the Same But from my account in them I have no doubt but they are the Same

Quest 5. Did you ever see him make an entry in those books for or against Washington -

Ans I do not recollect positively that I ever did But I have seen Washington trading in the Store of S. P. Hutchinson & get his Books

Quest by Same - State How often you saw Washington in the Store, and how often you saw J. P. Hutchinson go to his Books

Ans I do not Know

Quest by Same - Did you ever see him go there at all

Ans I have Repeatedly ~~as to going to the Books~~ ~~perhaps often~~ I do not Know

Nathan Smith

Also Isaac Sells of Franklin and of lawful age being first duly sworn as hereafter certified deposes and says that

Question by Plaintiff 1st State whether these are the Books of original entries now before you both the day Book & Cash Book and what you know about them and how you know it

ans. they undoubtedly are I have made entries in the Journal myself and was Clerking for Mr J. P. Hutchinson when he made entries in the Cash Book

Question 2d Have you examined the account of Lewis Washington in the Books now before you and what do you think of their accuracy

ans. I have I think they are accurate

Qu. 3. How long was you a Clerk for J. P. Hutchinson

ans. about nine Months

Cross examined by Def

Quest. - State whether you ever made any entries in the books before you now and which, and whether you ever saw J. P. Hutchinson make any others for or against L. Washington &c, and State also what you mean

by being accurate in keeping books, also how many books J. P. Hutchinson kept and the manner made entries in the Journal

ans I have, the number I know not I certainly have seen him make entries in his Books against Lewis Washington he kept a Journal or Blotting, Ledger & Cash Book I never saw him make any entries ~~that~~ to my knowledge that were not correct

Ques by Same State the time you commenced making Entries in J. P. Hutchinson Books now before you

ans. I do not know the time exactly but I made entries in Decr. 1840

Quest by Same - Did you ever make any entries in the books now before us against Lewis Washington and if so state them

ans Yes the number of charges I cannot tell without looking over the Book

Quest by Same - Did you not tell Lenas Hutchinson that you believed the notes from J. P. Hutchinson & A. Hutchinson were just and correct

ans. do not know what I may have said to Lenas Hutchinson

Also Orange Davis Asbury Sills
Who being duly sworn and affirmed on
deposes & says

Question 1st by Plf What was the amount of the note that was left in your hands for L Washington and was there an indorsement on it and for what amount also how was it signed

5

Ans. To 1st question, I am under the impression that the amt of of the Note was $110, drawn for $115. having an indorsement of $5.00 on the Back I think it was signed by S. P. Hutchinson only

Cross Examd

Quest by deft –

Why did you state in your former deposition that the note was for $110 – and explain how it was that you came to give the note to Washington that was left with you

ans – I am under the impression that I used that impression from S. P. Hutchinson who told me that he had given his note to Lewis Washington for $115 dolls and that he had paid him $5.00 which leaves the amt of 110

Quest by same – are you positive now that the note left with you was drawn for $115 and that it had a $5 credit on the back

I cannot say positively

Quest by same – How and in what way did you receive such an impression that that note was for $115 and that there was a credit of $5 on the back

I think I used that impression from S. P. Hutchinson

Recalled by plaintiff 2d 1st Did you not see the Note to day drawn for $115. on which there is a credit of $5.00 that was left in your hands by S. P. Hutchinson to be signed by A Hutchinson for Lewis Washington

I saw the note to day – can not say positively that it is the same but think it is

Quest by Deft What makes you think that it is the same note —

Ans. From the discription given me by S. P. Hutchinson after leaving it with me to be signed by J Hutchinson

Quest by Same - Did not you state in your former deposition that you did not examine that note when it came into your hands and when it went out -

Ans. I stated that I did not know whether it was from the reading of the Note or from what Hutchinson told me I got my impression

Quest by Same - Will you now undertake to state positively from your own knowledge, that the note seen by you for $115 to day, was the note left with you by S.P Hutchenson —

Ans. I cannot say positively but from ~~the~~ what was said of the note by S.P. Hutchinson I think it is possible

Quest by Same Then what you now know of that note is founded on what S. P. Hutchenson said to you

Ans — yes — —

A Davis

The Counsel for the Deft objects to the reception as Evidence, the Book here introduced and also to all questions and answers relating thereto, of the witnesses A. Sells, A. Smith.

Kendall Thomas
Atty for Deft

Quest by same - State whether you did or did not indorse on the back of the note left with you Silas P. Hallenbeck's name -

Ans I am under the impression I did

Quest by same - What is Lewis Washington's character for truth & veracity

Ans. - I know of nothing against him

O. David

The Counsel for the Deft objects to the reception as Evidence, the Books here introduced and also to all questions and answers in these depositions relating thereto

Kendall Thomas
Atty for Deft

7 Also Albert C Pollman of the ~~Pa~~ Franklin County
and of lawful age being first duly sworn
as hereafter certified deposes and says that
Qt 1st by Pltf Did you receive a note of Lewis
Washington against David Fields & State what
was the amount how it was signed and ~~from~~
to whom was the note originally given
I received for a sum of money
a note of about fifty dollars of Lewis
Washington signed by S. P. Hutchinson
on the back of it Lewis signed the same
to me the note was drawn by David
Fields — If I am not mistaken the note
was payable to S. P. Hutchinson

Quest 2d Did he tell you from whom he received
the note
Ans I am under the impression
that Lewis Washington told me that
he obtained the note in question of
S. P. Hutchinson

Qt 3 What do you think of Lewis Washington as a man
of truth and veracity and wheather or not you
think he if he had a chance would take the
advantage in a business transaction
As to truth I cannot say that I have any
knowledge of his telling a falsehood
I do not think him an honest man
in business transactions

8

Qt 4th Has he dealt honestly with you in his dealings with you
Objected to by Deft

He has not -

Quest by Deft - State what Washington's character is for truth and veracity

~~I know nothing against~~ /

as to common report in the neighborhood where Lewis Washington lived touching truth and veracity I know nothing particularly against him -

Quest by Pltff - Have you not had a difficulty with him

answer we have had some difficulty in some matters of business

A. Chapman

Nathan Smith recalled by Plaintiffs

Qt 1st What do you think of Lewis Washington as a man of Truth and veracity and do you or do you not think he would take the advantage in a business transaction if he had a chance

Ans I have but little confidence in his honesty & believe he would be likely to take the advantage if a suitable opportunity presented itself

[illegible] shows the amount of the note tha[illegible]

Lewis Washington

9

Qt 2d by Sam Would you believe ~~him~~ under
Oath when his interest is concerned
Ans it would be Among the circumstancy if matter
interest was at Stake I should have my Doubts as
to his making Statements Strictly true

Nathan Smith

I John Eberly a Justice of the Peace in and for the
Township of Washington in the County of
Franklin Ohio do hereby certify that the
above named Nathan Smith, Lewis Fields
J. Davis and A. Chapman Were by me
first duly Sworn to testify the truth the whole
truth and nothing but the truth and
that the foregoing depositions by ~~the Plaintiffs~~
~~and Defendant Writing the questions~~
~~and the Witnesses Writing their answers~~
them Respectively Subscribed were Reduced
to Writing by the Plaintiffs and Defendant
Writing the questions and the Witnesses Writing
their answers and were taken at the time
and place specified in the inclosed notice
in Testimony Whereof I have hereunto set
my hand this 23 day of March 1844

John Eberly J Peace

Witnesses fees $2.00
Justices fees $1.30

No. 45-SC-4

Union Common Pleas Court.

Samuel Maxwell
Plaintiff,

AGAINST

Catharine McKinstre
Defendant.

MAY TERM, 1845

Decree for Plaintiff

No Record.

Journal 3 Page 307

Record No. No Record. Page

Ex. Doc. Page

Union Com Pleas
Saml Maxwell
vs
Bill in Chan
Catharine J. McKinn
et als

Filed April 18. 1844
John Cryfil Clerk

Copied

Rights of your Orator in the said premises pretends to
have or has purchased the said land of the said agent
and wholly, tho realizing the proceeds of your Orators
money and labor refuses to compensate your Orator
in the premises all of which doings are contrary to
equity and good conscience and tend manifestly to injure
and oppress your Orator in lewd consideration whereof
and in as much as your Orator is wholly remedyless
at Law and can only be Relieved by and appeal to the
Chancery Jurisdiction of this Court that your Orator
therefore prays that on final hearing of this case your
Honors would order an account to be taken of what is
due your Orator on said premises for his Years interest
penalty and improvements and that the said Defendants
may be decreed to pay the same and your Orator prays the
and finally relief in the premises as equity and good
conscience may require and your Orator as in
duty bound will ever pray &c

By Wm B Lawrence his Sol

of the County of Ross the State Brot her action of Ejectment in the Circuit Court of the United States for the District of Ohio and whom your Orator also makes Defendant. That from some irregularities in the Sale of said premises to said Strong Your Orator was wholly unable to defend against against the action of the plaintiff in the said Court and Your Orator further charges that the said Court had not full and complete power under the Statute for the benefit of occupying claimants to compensate and redress your Orator for his taxes interest penalties and improvements having no control over the Jury box of this County. That the said plaintiff well knew your Orators right compensation for the purposes and expenses aforesaid and so sought to avoid the same by proceeding in that in preference to this Court. Your Orator further charges that it was agreed between your Orator and the said Agent that that your Orators rights should be ascertained by referring the question on an agreed case and on motion in this Court under the occupying claimant Law and that this part of the controversy should be disposed of in this way and in this County, whereupon your Orator forebore to appear before said Court but the said Catharine by her said agent intending to injure and oppress your orator and in violation of the said agreement caused a writ of possession and your Orator was compelled ~~to continue possession by [illegible] and th~~ to surrender possession thereby postponing and disregarding your Orators rights and depriving him of his money and Labor and the said plaintiff wholly refuses to compensate your orator as she by her agent should and ought. Your Orator further represents that one James O'Brynes of this County and whom your Orator prays may also be made defendant to this bill combining with the said agent of the said Catharine S. to ruin and oppress your Orator ~~well~~ knowing the

To The Honorable the Judges of the Court of Common Pleas in and for the County of Union when in Chancery Setting

Humbly complaining sheweth unto your Honors your Orator Samuel Maxwell a resident of the County that that heretofore to wit on the first day of June 1824 there was sold to Silas G. Strong for Taxes, the same interest penalty and costs two hundred and seventy acres for the sum of thirty nine dollars and thirty cents lying in said County and described as Survey No 1913 V. M. Lands original proprietor Thomas Kennon and entered for Taxation in the name of Robert and Alexander Mc. Kinnon upon the duplicate of this County by the Co Auditor thereof that your Orator became by regular assignment thereof the purchaser of the following portion of said Survey Beginning Beginning at a stake in the line thence S 80 W 111 poles to a dogwood and Black oak thence N 10 W 61. poles to a Buckeye thence N. 80 95 poles to a hicory thence S 10 E 42 poles to the Beginning containing thirty five acres for a valuable consideration that under said purchase your Orator and those holding before him continued to pay the Taxes ~~interest and penalty and costs~~ untill the same with their interest penalty and proper proportion of the original purchase money amounts to about the sum of one hundred and eighty dollars and that the said portion has been improved in a lasting and valuable manner by the Erection of dwelling houses, Barns, outhouses Stables clearing off the timber and fencing up and planting fruit trees. digging a well &c to the amount of Six hundred dollars all of which was done after the expiration of two years from the Sale to said Strong your Orator further shews that one Catharine Sarah McKinnon of the City of Baltimore and State of Maryland and whom your Orator prays may be made Deft this bill is the Owner of said lands aforesaid by purchase and devise from the said Robert and Alexander McKinnon that the said Catharine by her agent Robert Lewis

Samuel Maxwell
et als
vs
C. S. McKinney et al

acknowledgement
appearance

Filed May 9th 1844
John Cassil Clerk

Copied

Union Com Pleas
In Chancery

Samuel Maxwell
vs
C. S. McKinn et als

Henry Jordan
vs
C. S. McKinn et als

Samuel Westlake
vs
C. S. McKinn et. als

James Crotty
vs
C. S. McKinn et als

and now comes Robert Lewis one of the defendants in said Bills and for himself and Catharine S. McKinn waives the issuing of service and hereby enters their appearance in each of the above cases.

Robt. Lewis for himself & Catharine S. McKinn

May 9th 1844.

Samuel Maxwell

vs

Catharine S. McKim et al

Appeal Bond

Filed June 30th 1845

John Cupid, Clerk

KNOW ALL MEN BY THESE PRESENTS, THAT WE Bill Welch & James Zunn are held and firmly bound unto Samuel Maxwell in the penal sum of seven Hundred & twenty five dollars to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, sealed with our seals and dated this 30th day of June A. D., 1845.

The condition of the above obligation is such, that whereas ~~the said~~ Robert Lewis for Catherine & McKim et als has taken an appeal from a certain Decree rendered against them in favor of the said Samuel Maxwell in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the May term thereof A. D., 1845 for the sum of three Hundred & twelve dollars ~~and~~ ~~cents~~ Damages, and Thirty five dollars ~~and~~ ~~cents~~ Taxes & interest and Twelve dollars and 11½ cents Costs to the Supreme Court within and for the County aforesaid: Now if the said McKim et als shall pay the full amount of the condemnation 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.

James Zunn [SEAL.]

[SEAL.]

B Welch [SEAL.]

Witnessed

John Cafsie, Clerk

sums for improvements & Taxes or convey the same by deed in fee clear of all encumbrance this case excepted and if he or they elect to convey the same it is ordered that possession be restored to Complainant and that the Deed be deposited with the Clerk of this Court for the use of Compt and it is further ordered that in three months after the expiration of said 90 days the Complainant deposit with the Clerk one fourth the amount of the said purchase money due defendant and one third of the balance each twelve months untill the whole be paid up all of which payments are to be secured by Bond and mortgage at the time possession is given with interest from the time of first payment and it is further ordered and decreed that in default of the said Deed so executed and deposited as aforesaid with the Clerk in this case is referred to Wm. M. Robinson sheriff of this County as a special Master Commissioner for that purpose hereby appointed commanding him by public sale of said premises conducted in all things by the statute regulating sales of real estate upon executions at law and that he apply the proceeds thereof to payment of the said sums so as aforesaid found Compt and it is further ordered that Defts pay the costs of this case. Notice of appeal by Deft.

In testimony whereof I have hereunto set my hand and seal of office this 15th day of July A. D. 1845

John Cafoil, Clerk

Samuel Maxwell
vs
G. S. McKinn et al

Transcript

Filed July 15th 1845
John Cafoil, Clerk

The State of Ohio Union County, ss.

I, John Capsil, Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entry and decree, are truly copied from the journals of said Court - to wit;

Thursday, Oct. 3d 1844 — 3d day

Samuel Maxwell
56 vs
Catharine S. M'Kinn et als } Chancery. Continued.

Samuel Maxwell
vs
Catharine S. M'Kinn et als } Bill in Chancery

This case came on to be heard upon the Bill of Complainant the answer of Robert Lewis, Replication, exhibits and testimony and the said Catharine S. M'Kinn and James Dines stil failing to plead answer or demur it is ordered that the Bill be taken for confessed as against them and was argued by Counsel in consideration whereof it is ~~ordered~~ considered by the Court that the equity of the case is with the Complainant and the Court do find that the Complainant is entitled to, and has his lien upon the said premises described for his Taxes and interest and valuable improvements thereon under the Statute for the relief of Occupying Claimants and that the Defendants is entitled to the like benefit of said Law as original owner whereupon the parties by their Counsel waive the reference to the sheriff for the appraisement and assessment of the value of the improvements and Taxes and interest and assessment of the value of the land in a state of nature and by consent submit this case to the Court for enquiry whereupon the Court do find that the lasting and valuable improvements chargable in this case after deducting waste amounts to 312 $ and Taxes and interest thirty five dollars, and that the land is worth in a state of nature 4 $ pr acre making 120 $.

It is therefore ordered and decreed that the Defendants within ninety days from the rising of this court whether they or either of them take the said premises and pay the said

Saml Maxwell
vs } Reb
E. S. McKinn
et als

Saml Maxwell
vs
R. S. McElimon
et als

McChancery

And the said Samuel Comes and says that the matters and things set forth in his said Bill are true in substance and in fact and that the Matters and things set forth in the Answer of Capt Lewis contrary thereto are untrue and this he is ready to make appear as by the Court shall be directed

By Wm Blackwell his Sol

Westake & others
vs
C. L. McKinney et al

Brief of Authorities
for Defendt.

1

Robert Lucas
vs
Occupying Claimants

In Union Supreme Court in Chancery

Swans Statutes 605

4th Ohio 469 Sibley vs Parks, Equity has no jurisdiction to allow an Occupying Claimant payment for his improvements; He has a Complete remedy at Law, Opinion of the Court at page 494

1st Vol Laws U.S. page 74 Sect. 34 An Act to establish the Judicial Courts of the U.S. approved Sept 24th 1789 "That the laws of the several States, except where the Constitution treaties or Statutes of the United States shall otherwise require or provide shall be regarded as rules of decision in trials at Common Law, in the Courts of the United States in Cases where they apply" (34th Sec of the Judiciary Act of 1789 Vol 2 page 70 Storys)

Conklins practice page 13

4th Ohio. 492 Sibley vs Partridge "When any Matter in property tried at Law, and has been there tried & decided Equity Cannot interfere to Correct the decision, where no fraud has been practised by the Successful party and where no Accident prevented a full and fair trial

Condensed Reps Sup. Court. Vol 2 page 518

Swans Stat. 115 Sect. 41 Lien of the State for taxes transferred to the purchaser

" " 117 " 47 Lands forfeited to the State

10th of Ohio Rep. part 1st page 152, Douglas vs Dangerfield et als. "Lands sold for taxes previous to 1831. purchaser has no lien.

In Union Com Pleas

~~Samuel Max~~
Robert Lewis
vs
Saml Maxwell

answer

Filed July 22. 1844
John Cassil Clerk

C W B Allison

Copied

The separate answer of Robert Lewis to a Bill in Chancery filed in the Court of Common Pleas in and for the County of Union, in the State of Ohio, against himself and Catharine Sarah McKim, By Samuel Maxwell,

This Respondent saving to himself all and all manner of benefit of exception to the many errors, misstatements and imperfections in said Bill contained, for answer thereto or so much thereof as he is advised it is material for him to make answer unto, answering says, That he has no particular knowledge that the land in the Bill mentioned was sold to L. G. Strong for taxes &c. as in the Bill mentioned, nor of the assignment to the complainant of the land as therein set forth, and can therefore neither admit or deny the same, nor has this respondent any knowledge of the payment of taxes by the complainant subsequent to the assignment, if any such there was, nor of the improvements made by complainant as charged in said Bill nor does respondent deem it material, as the improvements if any, were not made at the request of this Respondent, nor his principal Mistress McKim, Respondent admits that Catharine Sarah McKim of the City of Baltimore in the State of Maryland is the owner of said land as in said Bill set forth, also that this respondent acting as the agent of the said Catharine Sarah McKim brought an action of Ejectment in the Circuit Court of the United States for the Seventh circuit and district of Ohio, in the name of the said Catharine, against the present complainant, together with others, to recover the possession of the land occupied by the present complainant, the same being a part of a much larger tract occupied by others as well as complainant, But this Respondent denies, that the said Court had not full, complete and ample power to settle all questions put in issue by the complainant by the present Bill and avers that the present complainant, after being duly notified of the pendency of said proceedings in the Circuit Court of the United States, neglected to appear and defend his rights, if any he had, and this Respondent submits to this Court, whether the remedy of the complainant, if any he had, was not at Law, and in the Circuit Court of the United States, on the trial of the action of Ejectment, and this Respondent claims all benefit of the said defendant having waived his rights and submitted to the Judgment at Law and submits to the court, whether he shall now be permitted to come into this Court to harass this defendant, after having failed to defend in

the proper court, and Respondent claims all the benefit of said Judgment at Law, and submits to the court whether the complainant has any right to come into this court, and prays that he may be estoped from proceeding in the present case, as the matter has been fully tried by a court of competent jurisdiction, in which the complainant should have litigated his rights if any he had, and this Respondent insists on the said Judgment at Law as a bar to the complainants pretended claim, Respondent further answering says that he has always understood and still believes that had the complainant appeared at the trial of the action of Ejectment and prefered his claim under the act for the relief of Occupying claimants by the Laws of Ohio, that said court were fully competent and bound by the act of Congress of 1798 (Vol 2 page 70) to grant all the relief that the complainant might be entitled to under said statute of Ohio, and that it is not true that said suit was brought in the Circuit Court of the United States, to avoid complainants claim, Respondent denies most particularly that any agreement was ever made by him with the complainant, that complainants rights should be ascertained by referring the question by an agreed case, and on motion in this court under the occupying Claimant Law, and that this part of the controversy should be disposed of in this way in Union County, as in and by said Bill is falsely charged, Respondent admits that before the suit was instituted in the Circuit Court, Respondent as the agent of Mrs McKinn, frequently proposed to the complainant to compromise and settle the claim of the complainant, and offered to refer the matter of improvements, taxes, and any other claim which complainant pretended to have, to disinterested persons in the neighbourhood, which the complainant as often refused, and this offer was made by Respondent at different times, as well before the commencement of the action of Ejectment as whilst the same was pending, Respondent admits that after the writ of possession was issued on the judgment in Ejectment, W. C. Lawrence Esq, on behalf of complainant, as well as other defendants in the suit in Ejectment, proposed to Respondent to have a picked jury, to value the land & improvements, but as they had put Respondents principal as well as himself to the trouble and expense of a law suit to obtain what justly belonged to his

principal, he declined doing any thing in the premises, and still believes, that after the many repeated offers and the great anxiety of Respondent to settle for his principal, on equitable terms, and the refusal by the complainant he submits to the court, whether he was bound in justice to take any further step in the matter. Respondent further answering says that at the time Respondent went in company with the Deputy Marshall to take possession of the premises, the complainant took a lease of the land, of Respondent as agent of Mrs. McKinn, under which complainant still occupies the said premises. Respondent again insists that if the complainant had any right to pay for improvements or to have taxes (if any paid by him) refunded, that he has forfeited the same by neglect. Respondent has no interest in the land and never had, except the interest that he holds therein as an agent. This Respondent denies all fraud, combination &c. with which he stands charged, and now having fully answered prays to be dismiss with his reasonable Costs &c

By Wm B Allison his Atty for Resp Robt Lewis

The State of Ohio
Union County ss. I Robt Lewis being duly sworn deposes and saith 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.

Robt Lewis

Sworn to and Subscribed before me this 22d day of July A D 1844

James Lawrence J.P.

45-SC-5

No.

Union Common Pleas Court.

Wm H Jordan
Plaintiff,

AGAINST

Catharine M'Kim
Defendant.

JUN TERM. 1846

Dismissed

SUPREME

Journal 1 Page 97

Record No. Page

Ex. Doc. Page

Henry - Gordon

18 } Bill in Chancery

Henry Lowndes
vs
Catharine S McKinne
et als.
Bill in Cha

Filed April 18. 1844
John Cassil Clerk

JUN TERM. 1843

JUN TERM. 1843

JUN TERM. 1843

Copied

To the honorable the Judges of the Court of Common pleas in and for the County of Union in Chancery sitting.

Humbly Complaining Sheweth unto your honors your orator Henry Jordon a resident of said County, that heretofore to wit on the 1st day of June 1824 there was sold to S. G. Strong for taxes then due interest penalty & costs, to the amount of thirty nine dollars & thirty cents, two hundred & seventy acres of land lying in said County & described as survey No 1913 V M. Land original property Thomas Kennedy, and entered for taxation in the name of Robert & Alexander McKinnon upon the duplicate of the County by the Co. auditor thereof. That your orator became by regular assignment the purchaser of the following portion of said land, beginning at a sycamore thence S. 10 E 71 poles to a white oak & red elm & from thence S 77° 30 W 94½ to one elm walnut & ash thence N 10 W 73 poles to a W. O & E & ash thence N 78' 45" E 94 poles to the beginning containing thirty five acres, — for a valuable consideration that under said purchase your orator continued to pay the taxes upon said land untill same now with its interest, and a proper proportion of the original purchase money, amounts to about the sum of two hundred dollars, and that your orator improved the same in a lasting and valuable manner, by the erection of houses barns out houses clearing off the timber, fencing and planting orchard & sinking wells &c to the amount of nine hundred dollars all of which was done after the expiration of two years from the sale to said Strong. your orator further shews that one Sarah McKinnon of the City of Baltimore & State of Maryland, & whom your orator makes deft. is the owner of the lands aforesaid by purchase & devise from Robert & Alexander McKinnon. That she through her agent Robert Lewis of the Co of Ross of this State brought her suit of ejectment in the Circuit Court of the United States, for the District of Ohio & whom your orator also makes deft. That from some irregularities in the sale of the premises aforesaid to said Strong, your orator was wholly unable to resist the action of the pltff in said Court, & your orator further shows that said Court had not full & complete power under the statute for the relief of occupying claimants, to compensate & redress your orator.

for his taxes interest & permattes & improvement, having no control over the jury box of this County. That ~~the~~ the said plaintiff will know your orators rights to compensation for the purposes & expenses aforesaid and so sought to ~~proceed~~ avoid the same by proceedings in that in preference to this Court. your orator further charges that it was agreed between your orator and the agent aforesaid of the plaintiff that your orators rights should be ascertained by referring the question by an agreed case, and on motion in this Court under the occupying claimant act, and that this part of the controversy should be disposed in this way & in this County. whereupon your orator forebore to appear before said County to apply for that purpose but the said plaintiff by his agent aforesaid intending to injure & oppress your orator & deprive him of his just dues, without the knowledge of your orator & in violation of of said understanding ~~[illegible]~~ caused a writ of possession to issue whereby your orator was compelled to retain possession of said premises by renting under the said plaintiff aforesaid thereby for that time postponing your orators right. your orator further represents that the said plaintiff wholly refuses to compensate & redress your orator in the premises. In tender consideration thereof and in as much as your orator is wholly remediless on the law side of this Court and can only be relieved by an appeal to the Chancery jurisdiction of this Court. your orator prays that said defendants may be compelled upon their corporal oaths to answer all & singular the allegations of this bill & that on final hearing would order an account between your orator & the said Catharine & Sarah McBrum as to the amount due your orator — for his taxes interest permattes & improvements.

and that your oratorrmay be redressed & justice done the said defendants & that your honors would grant your orator other & further relief in the premises as Equity & good Conscience require & as in duty bound your orator will ever pray &c

W. L. Lawrence his Solr

In Union Com Pleas

Robt Lewis
ads
Henry Jordan

Answer

Filed July 22. 1844
John Cassil Clerk

C W B Allison

Copied

The separate answer of Robert Lewis to a Bill in Chancery filed in the Court of Common Pleas in and for the County of Union, in the State of Ohio, against himself and Catharine Sarah McKinn, By Henry Jordan.

This Respondent saving to himself all and all manner of benefit of exceptions to the many errors, misstatements and imperfections in said Bill contained, for answer thereto or so much thereof as he is advised it is material for him to make answer unto, answering says, that he has no particular knowledge that the land in the Bill mentioned was sold to A. G. Strong for taxes &c. as in the Bill mentioned, nor of the assignment to the complainant of the land as therein set forth, and can therefore neither admit or deny the same, nor has this Respondent any knowledge of the payment of taxes by the complainant subsequent to the assignment if any such there was, nor of the improvements made by complainant as charged in said Bill, nor does Respondent deem it material as the improvements if any, were not made at the request of this Respondent nor his principal Mistress McKinn. Respondent admits that Catharine Sarah McKinn of the City of Baltimore in the State of Maryland is the owner of said land as in said Bill set forth, also that this Respondent acting as the agent of the said Catharine Sarah McKinn, brought an action of Ejectment in the Circuit Court of the United States, for the seventh Circuit and District of Ohio, in the name of the said Catharine against the present complainant, together with others, to recover the possession of the land occupied by the present complainant, the same being a part of a much larger tract occupied by others as well as complainant. But this Respondent denies, that the said Court had not full complete and ample power to settle all questions put in issue by the complainant by the present Bill and avers that the present complainant, after being duly notified of the pendancy of said proceedings, in the Circuit Court of the United States, neglected to appear and defend his rights, if any he had, and this Respondent submits to this court, whether the remedy of complainant, if any he had was not at Law, and in the Circuit Court of the United States, on the trial of the action of Ejectment, and this Respondent claims all benefit of the said defendant having waived his rights and submitted to the judgment at Law, and submits to the Court, whether he shall now be permitted

to come into this court to harass this defendant, after having failed to defend in the proper court, and Respondent claims all the benefit of said Judgment at Law, and submits to the court whether the complainant has any right to come into this court, and prays that he may be estoped from proceeding in the present case, as the matter has been fully tried by a court of competent jurisdiction, in which the complainant should have litigated his rights, if any he had, and this Respondent insists on the said judgment at Law as a bar to the complainants pretended claim. Respondent further answering says, that he has always understood and still believes that had the complainant appeared at the trial of the action of Ejectment, and prefered his claim under the act for the relief of occupying claimants, by the laws of Ohio, that said court were fully competent and bound by the act of Congress of 1798 (Vol 2 page 70) to grant all the relief that the complainant might be entitled to under said statute of Ohio, and that it is not true that said suit was brought in the circuit court of the United States, to avoid complainants claim. Respondent denies most particularly, that any agreement was ever made by him with the complainant that complainants rights should be ascertained by referring the question by an agreed case, and on motion in this court, under the occupying claimant laws and that this part of the controversy should be disposed of in this way in Union County, as in and by said Bill is falsely charged, Respondent admits that before the suit was instituted in the circuit Court Respondent as the agent of Mrs M'Kim, frequently proposed to the complainant to compromise and settle the claim of the complainant, and offered to refer the matter of improvements, taxes, and any other claim which complainant pretended to have, to disinterested persons in the neighbourhood, which the complainant as often refused and this offer was made by Respondent at different times, as well before the commencement of the action of Ejectment, as whilst the same was pending. Respondent admits that after the writ of possession was issued on the judgment in Ejectment, W. C. Lawrence Esq on behalf of complainant, as well as other defendants in the suit in Ejectment, proposed to Respondent to have a picked jury, to value the land and improvements, but as they had put Respondents

principal, as well as himself to the trouble and expence of a law suit to obtain what justly belonged to his principal, he declined doing any thing in the premises, and still believes that after the many repeated offers, and the great anxiety of Respondent to settle for his principal on equitable terms, and the refusal by the complainant, he submits to the court, whether he was bound in justice to take any further step in the matter. Respondent further answering says, that at the time Respondent went in company with the Deputy Marshall to take possession of the premises, the complainant took a lease of the land, of Respondent as agent of Mrs McKinn, under which complainant still occupies the said premises. Respondent again insists that if the complainant had any right to pay for improvements, or to have taxes (if any paid by him) refunded, that he has forfeited the same by neglect. Respondent has no interest in the land and never had, except the interest that he holds therein as an agent. This Respondent denies all fraud, combination &c. with which he stands charged, and now having fully answered, prays to be dismissed with his reasonable costs &c.

Robt Lewis

By W W Allison Atty for Deft

The State of Ohio, Union County ss

I Robt Lewis being duly sworn depose and say that all the several matters and things which are stated in the aforegoing answer as from the information of others I believe to be true, and that as to the several other matters and things therein set forth are true in substance and in fact.

Robt Lewis

Sworn to and Subscribed before me this 22d day of July A D 1844.

James Lyons J. P.

Supreme Court

Wm. Henry Jordan
vs
Catharine S. M. Rimdale

Appeal Bond

Filed June 30th 1845
John Capel, Clerk

KNOW ALL MEN BY THESE PRESENTS, THAT WE ~~[illegible]~~ James Turner & Bill Welch are held and firmly bound unto William Henry Jordan in the penal sum of nine 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 30th day of June A. D., 1845.

The condition of the above obligation is such, that whereas ~~the said~~ Robert Lewis for Catharine & McKinn et al has taken an appeal from a certain Decree rendered against them in favor of the said Wm Henry Jordan in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the May term thereof A. D., 1845 for the sum of four Hundred dollars ~~and cents~~ Damages and ~~[illegible]~~ thirty dollars ~~and~~ ~~cents~~ fees & interest and Eleven dollars and 24 cents Cost to the Supreme Court within and for the County aforesaid: Now if the said McKinn et al shall pay the full amount of the condemnation 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.

James Turner [SEAL.]

B Welch [SEAL.]

[SEAL.]

Approved

John Cavil, Clerk

Henry Gordan
vs & Rep
E. S. McGinn
et als

Henry Jordan
vs
E. S. McGuinn et als

In Chancery

And the said Henry Comes and Says that the matters and things set forth in his said Bill are true in Substance and in Facts and that the matters and things set forth in Defts Lewis. Answer contrary thereto is untrue and this he is ready to make appear as shall be by the Court directed

By Wm C Lawrence his Sol

land in a state of Nature at the rate of - 4$ pr acre making in the aggregate $400..00 It is therefore ordered adjudged and decreed by the Court, that the Defendants elect within 90 days from the rising of this Court whether they or either of them will convey the said premises or pay for the improvements. And it is further ordered that if the Defendants deposit with the Clerk of this Court a good and sufficient Deed in Fee, clear of all incumbrance, this case excepted then the Complainants shall within three months after the expiration of 90 days pay the one fourth part of the said sum of $400,00 and in one year after said 90 days and every year, the one fourth of said sum untill ~~all~~ the same is paid in full all of which payments are to be secured by Bond and Mortgage, at the time possession is given. with interest after the first payment And it is further ordered that possession be forthwith on the deposit of said Deed, be restored to said Complainant, and in default of said Deed so to be deposited this cause is referd to Wm. M. Robinson sheriff special Master Commissioner for that purpose hereby appointed commanding him by Public Sale, conducted in all things by the statute regulating sales of real estate upon Execution at Law to sell said premises. And that he apply the proceeds thereof to the payment of the said sums so as aforesaid assessed to Complainant And it is further ordered that Defendants pay the Costs of this Cause

Notice of Appeal by Defendants

In Testimony whereof I have hereunto set my hand and seal of office this 15th day of july A. D. 1845

John Cafoil, Clerk

W. H. Jordan
vs
G. & Mc Kenzie et al

Transcript

Filed July 15th 1845
John Cafoil, clerk

The State of Ohio Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas within and for said County of Union do hereby certify that the following entry and decree, are truly copied from the journals of said Court - to wit;

Thursday Oct 3d 1844 — 3d day

Henry Jordan
vs
Catharine S. McKimm et als
} Chancery. Continued

Friday May 30th 1845 — 4th day

William Henry Jordan
vs
Catharine S. McKimm et als
} In Chancery

This case came on to be heard upon the Bill of Complainant, answer of R. Lewis, Replication exhibits and Testimony and the said Catharine S. McKimm still failing to plead answer or demur to Complainants said Bill It is ordered that the Bill be taken as confessed as against the said Defendants and was argued by Counsel in consideration whereof it is considered that the Equity of the case is with the Complainant. And the Court do find that the Complainant has his lien upon the premises described, for his improvements, Taxes Interest &c. under the Statute for the relief of Occupying Claimants And the Court do further find that the Defendants are entitled under the same Law to the ~~actual~~ value of the land in a state of nature if they so elect. Whereupon the parties by their Counsel waive the reference of this case to the Sheriff for enquiry as to their respective interest and submit the same for enquiry to the Court. Whereupon the Court do find that the valuable and lasting improvements made by Complainant on said premises at $400,00 for which he has lien upon said premises and for his Taxes and interest $30,00 And the Court ~~assess~~ the value of said

No. 45-SC-6

Union Common Pleas Court.

James Cratty admr.
Plaintiff,

AGAINST

Catharine McKenna,
Defendant.

May 1845.

Decree for plff,

No Record.

Journal 3 Page 304

Record No. Page

Ex. Doc. Page

Mon Com Pleas

James Crotty
vs
P. S. McKimm
et als

Filed April 18. 1844
John Cassil Clerk

Copied

the purchase Money, interest &c to about the sum of two hundred dollars for the payment and refunding of which your Orator has his right upon the land. Now so it is that your orator had rented to and put in possession of said premises one C Farnum who was in possession thereof in the year 1843. When one Catherine Sarah McKinnon the assignee of the said Robert and Alexander McKinnon who were purchasers of the said Thomas Kinnon by her agent Robert Lewis came upon the premises and persuaded the said C Farnum to become Tenant under the said Catharine Sarah McKinnon which he then and there did without the said Robert Lewis agent as aforesaid having any authority to eject the said Farnum and in the absence of your Orator. The said Catharine S. McKinnon is a resident of the State of Maryland and of the City of Baltimore as your Orator is informed and believes The said Catherine and the said Robert Lewis of the County of Ross Ohio your Orator here makes defendants Your Orator further Represents that one James C Dynes who is now in possession of this County knowing well the rights of your Orator to said premises and his lien therefor for taxes interest penalties and improvements but thinking to enrich himself at the expense of your orator and deprive him of his just rights herein combining with the said Catharine S. through her agent the said Robert Lewis purchased the same of them and totally refuses to compensate your orator therefor Your Orator therefore make the said James C Dynes also defendant All of which actings and doings are manifestly contrary to equity and good conscience and tend to the oppression of your Orator in tender consideration whereof and in as much as your orator is wholly remediless on the Law side of this Court and can only be relieved by an appeal to the Chancery Jurisdiction thereof

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

Humbly complaining sheweth unto your Honors your Orator James Crotty a resident of said County that there remained of Survey No 1913 V. M. Lands two hundred and seventy acres in the County of Union for the non payment ~~of Interest~~ of the Taxes interest & penalties delinquent for the years 1818. & 1823 and the years inclusive. That such proceedings were had to enforce payment of said Taxes interest and penalties that the same was sold for the payment thereof. Thomas McKenner being the original propriator and entered for Taxation in the names of Robert & Alexander McKinna that the same was sold on the 1st of June ~~1824~~ 1824 in conformity with the Statute for the sum of thirty nine dollars and thirty cents pursuant to the Judgment and order of the court to one Silas D. Strong the Highest and best bidder. ~~That [illegible]~~ all of which will more fully appear by reference thereto of Record. That the same was intended to be deeded to the said Strong by the said Auditor of the said County in the month of October 1825. but was not witnessed by two witnesses as the Statute required but was otherwise correct. That the said Strong took possession of the said premises and by regular assignment forty two and one half acres of the same came into possession of your Orator and was by him and prior occupants under said Tax sale largely improved in a valuable and lasting manner to a large amount to wit in the erecting of one dwelling house out houses, stables, in planting orchards clearing off and fencing upon the same and enclosing the same by a good suitable enclosure and digging wells of water in value to the amount of one thousand dollars. And your Orator further charges that the Taxes have been regularly paid on the same from the purchase at tax sale as aforesaid yearly and every year up to this time amounting including the

Your Orator prays that the said Defendants may be compelled to answer all and singular the Alligations of this ~~Bill~~ Bill upon their Corporal oaths and that on final hearing Your Honors would order an account to be taken of the ~~amount of Taxes &c~~ which may be due your Orator and the Value of the improvements so made by your Orator upon said premises under the occupying claimant Law and that the Defts may be decree to the payment to your orator of the same and in default thereof that the Said lands may be ordered to sale for liquidation and payment of your Orator and your Orator prays other and further relief in the premises as equity and good conscience may require and as in duty bound he will ever pray &c

The precise description of the land is as follows. Beginning at a Sugartree S & W corner to Oberton's Survey No (4066.) thence S 80 W 40 poles to a stake then N. 10 W 169 poles to a red oak thence N. 80 E 40 poles to a stake in Oberton's line thence with said line S 10 E. 169 poles to the Beginning.

By Wm C Lawrence Sol for Compt

The State of Ohio
Union County S.S.

I Robt McLewis being duly sworn deposes 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

Robt McLewis

Sworn to and Subscribed before me this 22d day of July A.D. 1844

James Lowman J.P.

In Union Com Pleas
Robt Lewis
vs
Lad Gratty
Answer

Filed July 22. 1844
John Wamsley Clerk

C. W. Allison

Copied

The separate answer of Robert Scott to a Bill in Chancery filed in the Court of Common Pleas in and for the County of Union in the State of Ohio, against himself and Catharine Sarah McKim and James C. Dynes. By James Pratt.

This Respondent saving to himself all and all manner of benefit of exception to the many errors misstatements and imperfections in said Bill contained for answer thereto or so much thereof as he is advised is material for him to make answer unto answering says that he has no particular knowledge that the land in the bill mentioned was sold to S. G. Strong for Taxes as in the bill mentioned nor of the assignment to the Complainant of the land as therein set forth. and can therefore neither admit or deny the same nor has this Respondent any knowledge of the payment of Taxes by the Complainant subsequent to the assignment if any such there was nor of the improvements made by Complainant as charged in said Bill nor does Respondent deem it material as the improvements if any had not made at the request of this Respondent nor his principle Mistress McKim Respondent admits that Catharine Sarah McKim of the City of Baltimore in the State of Maryland is the owner of said land as in said Bill set forth. also that this Respondent acting as the agent of the said Catharine Sarah McKim brought an action of Ejectment in the Circuit Court of the United States for the Seventh Circuit and district of Ohio in the name of the said Catharine. against the present Complainant together with others to recover the possession of the land occupied by the present Complainant the same being a part of a much larger tract occupied by others as and as Complainant, But this Respondent denies that the said Court had not full complete and ample power to settle all questions put.

in issue by the Complainant by the present bill and avers that the present Complainant after being duly notified of the pendancy of said proceedings in the Circuit Court of the United States Neglected to appear and defend his rights if any he had and this Respondent Submits to this Court whether the remedy of the Complainant if any he had was not at law and in the Circuit Court of the United States on the trial of the action of Ejectment and this Respondent Claims all benefit of the said defendant having waived his rights and Submitted to the judgment at law and Submits to the Court whether he shall now be permitted to come into this Court to harrass this defendant after having failed to defend in the proper Court, and Respondent Claims all the benefit of said judgment at law and Submits to the Court whether the Complainant has any right to come into this Court and prays that he may be Estopped from proceeding in the present case as the Matter has been fully tried by a Court of Competant jurisdiction In which the Complainant showed hard litigated his rights if any he had And this Respondent insists on the said judgment at law as a bar to the complainants pretended Claim Respondent further answering says that he has always understood and still believes that had the Complainant appeared at the trial of the action of Ejectment and prefered his claim under the act for the relief of Occupying Claimants by the laws of Ohio that said Court could fully competant and bound by the act of Congress of (1798 (Vol 2 page 70) to grant all the relief that the Complainant might be Entitled to under said Statute of Ohio. Respondent further answering says that previous to his taking possession and leasing to C. Harmon Respondent as agent of said C. S. McKeen had caused an action of Ejectment to be brought in the Circuit Court of the

United States against complainant and others for a large tract of land of which this is a part in which case a judgment for the plaintiff was rendered by said Court in favour of the said C. S. McKim on which judgment a writ of possession was sued out and was then in the hands of the deputy Marshal and which time Respondent as the agent of Mr McKim attended to receive possession and found the said C. Harrison in possession of the premises therein mentioned in the bill, that possession was delivered to respondent by the Marshal in pursuance of the writ after receiving which respondent ~~[illegible]~~ as agent of Mr McKim rented the premises to to C. Harrison. Respondent denies most positively that he persuaded the said C. Harrison to become tenant under the said Catharine but on the contrary he first took possession as above stated in pursuance of the judgment in Ejectment as aforesaid. Respondent admits that C. S. McKim is a resident of Baltimore in the state of Maryland - Respondent answering says that the said Harrison at the expiration of his term surrendered the possession to Respondent this Respondent then rented as the agent of C. S. McKim ~~[illegible]~~ to James C. Dyer and gave him possession of the same and respondent takes for the said Dyer still in possession Respondent again insists that if the complainant had any right to pay for improvements or to hard taxes (if any paid by him) returned that he has forfeited the same by neglect Respondent has no interest in the land and never had except the interest that he had therein as the agent. This Respondent denies all fraud combination &c with which he stands charged and now having fully answered prays to be hence dismissed with his reasonable costs &c

Robert Lees

By C W B Allison Atty for Def

Supreme Court

George Beem & Wm Crotty
Admr of Jas Crotty, Decd
vs
Catharine S. McKinstal

Appeal Bond

Filed June 30th 1845
John Cofoil, Clerk

KNOW ALL MEN BY THESE PRESENTS, THAT WE ~~[illegible]~~ James Turner & Bill Welch are held and firmly bound unto Geo. Beam & Wm. Crotty, admrs. &c. 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 30th day of June A. D., 1845.

The condition of the above obligation is such, that whereas ~~the said~~ Robert Lewis for Catharine & M'Kim et al has taken an appeal from a certain Decree — rendered against them in favor of the said Beam & Crotty, admrs. &c in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the May term thereof A. D., 1845 for the sum of Three Hundred dollars ~~and cents~~ Damages and thirty seven — dollars and forty three cents Taxes, interest &c and eleven dollars and 49½ cents Costs to the Supreme Court within and for the County aforesaid; Now if the said M'Kim et al — — — shall pay the full amount of the condemnation 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.

James Turner [SEAL.]

B M Welch [SEAL.]

[SEAL.]

Approved

John Cafiel Clerk

J. Beam & Wm Cratty
admrs of Jas Cratty, decd
vs
C. McNinn et al

Transcript

Filed July 14th 1845
John Caspil, clk

The State of Ohio Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas within and for the said County of Union do hereby certify that the following entries and decree, are truly copied from the journals of said Court – to wit;

Thursday Oct. 3rd 1844 3rd day

James Cratty vs Catharine S. McKinnm et. als	Chancery. Death of complainant suggested and George Beam & Wm Cratty admrs. made complainants and case Continued

Friday May 30th 1845

George Beam & Wm Cratty admrs. of James Cratty Decd vs Catharine S. McKinnm et al	Bill in Chancery This case came on to be heard upon the Bill of Complainants Decedent answer of

Robert Lewis Replication and testimony and the said Catharine S. McKinnm and James Dines still failing to appear plead answer or demur to Complainants said Bill it is therefore ordered that said Bill be taken for confessed as against them and was argued by counsel whereupon and upon consideration whereof the Court do find that the equity of the case is with the complainants and that the complainant is entitled to his purchase money taxes interest and pavna under the statute for the relief of occupying claimants. and the Court do further find that the Defendants have their right as original owners under the same statute. and thereupon the parties by their counsel waiving the reference of this case to the Sheriff for proceedings under said

Law for the assessment of the value of the said premises in a state of Nature, for the assessment of the value of valuable and lasting improvements and waste taxes purchase money interest and penalties in such cases ~~made~~ & by jury consent and submit this cause to the Court for those purposes whereupon the Court do find that the said premises are per acre worth the sum of four dollars $\frac{25}{100}$ making in the aggregate the sum of one hundred ninety one dollars 25 cents and that the value of the valuable and lasting improvements made thereon the sum of after deducting all injury done by waste three hundred dollars and costs

and his taxes interest &c thirty seven dollars and forty three cents not including penalties

It is therefore ordered adjudged and decreed that the Defendants elect and choose within ~~90 days~~ ninety days from the rising of this Court whether he or they will convey the lands so described to the legal representatives of the intestate by deed in fee simple clear of incumbrances excepting this case with covenants of seizin or pay the said sums so as aforesaid found due complainant for his improvements and taxes &c and it is further ordered and decreed that if such deed is deposited within said time that then the ~~Complt.~~ have immediate possession of the said premises and ~~complt~~ pay to the said Defendant in ninety days from the depositing said Deed one fourth part of the value of said land so as aforesaid assessed and in twelve months after the filing of said deed like part of said sum and in twelve months thereafter the like part of said sum and twelve months thereafter the balance all of which payments are to be secured by Bond and mortgage on said premises when possession is given with interest from first payment paid take the deed so deposited and it is further

and it is further ordered and decreed that in default of said deed so executed and covenanted and deposited and the defendants failing to pay the said sums for improvements and taxes interest &c. that this case be refered to the Sheriff of this County who is hereby appointed a special master Commissioner for that purpose and that he proceed to sell the said premises in the said bill described and that in conducting said sale he be governed by the statute regulating sales of real estate on executions at law and that he apply the proceeds to the payment of said sums due by this decree to Compt. and it is further ordered that Defts pay the costs of this case Notice of appeal by Defts

In testimony whereof I have hereunto set my hand and seal of office this 14th day of July A. D. 1845

John Cassil, Clerk

I Crafts
vs
RS McKinnin
Adm. Brief of
Bill and Testimony

James Pratt
vs
R. S. McLemore

Bill charges
the delinquency of payment of
Taxes for 1818 to 1824 inclusive
a Sale in 1824. possession and improvements
of Complt to the Value of 1000.$. payment of Taxes
to 1843. to Amt of 200.$
That Defts obtained possession in 43 by persuading
Farnum Lessee of Complt in possession to become Tenant
of Defts which he did, That Defts had no legal
authority to take possession.
That Complt is entitled to compensation under
the Tax Sale for improvements and Taxes paid

To all which the Deft Lewis insists that
an action of Ejectment was brot in Circuit Court
and Judgment and writ of possession issued
and served. no proof

Deposition of Smith shows that no
writ of possession was issued vs
Pratt and that the Tenement was vacant
at the commencement of the suit
and his and others show that Lewis was
not present when the Marshall attended
if he did attend at all
Testimony of Lee. Johnson & Strong show
improvements and Taxes made and paid
and the records show the Title

J. Crotty
vs
U.S. Rep
E.S. McKinney
et als

James Craig
vs
E S McWilliams
et al

} in Chancery

and the Said Compt comes and says that the matters and things set forth in his Bill is true are true in substance and in matters of Fact and that the matters and things set forth in the Answer of Deft Lewis contrary thereto are untrue and this he is ready to make appear as by the Court shall be directed By Wm C Lawrence his Sol.

No. 45-SC-7

Union Common Pleas Court.

Samuel Westlake,
Plaintiff,

AGAINST

Catharine McKinnon
Defendant.

May 1845-
Decree for pltff.
No Record.

Journal 3 Page 308

Record No. Page

Ex. Doc. Page

Union Com Pleas

Samuel Wishlake
vs } Bill
Catharine & McKinn
et al

Filed April 18. 1844
John Cofsico Clerk

Copied

In Chancery
Summons Issued

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

Humbly Complaining Sheweth unto your Honors your Orator Samuel Westlake a resident of said County that heretofore to wit on the first day of June 1824 there was sold to S. G. Strong for Taxes then due interest penalty and costs to the amount of thirty nine dollars & thirty cents two hundred and seventy acres of land lying in said County and described as Survey No 1913 V M. Land originally proprietor Thomas Kennon and entered for taxation in the name of Robert and Alexander McKinnon upon the duplicate of this County by the Co Auditor thereof. That your Orator became by regular assignment the purchaser of the following portion for said Lands Beginning at a Burr oak & two hiccory N. W Corner of John Overtons Survey No. 4066. thence S 80 W 135 poles to a beech and two Sugar trees thence S 10 E 92 poles to a stake thence N 80 E 135 poles to 3 ironwoods in Overtons Survey thence with his line N. 10 E. 92 poles to the beginning containing Seventy Seven acres

for a valuable consideration that under said purchase your Orator continued to pay the Taxes upon said Land untill the same now with its interest and a proper proportion of the original purchase money amounts to about the sum of two hundred dollars and that your orator improved the same in a lasting and valuable manner by the erection of Houses, Barns, out houses, clearing off the timber fencing and planting and training a large and valuable Orchard and sinking wells &c to the amount of nine hundred dollars ~~all of which~~ was done after the expiration of two years from the sale to said Strong. Your Orator further shews that one Sarah McKinnon of the City of Baltimore and State of Maryland and whom your orator makes Deft is the owner of the lands aforesaid by the purchase and divise from Robert & Alexander McKinnon. That she thro her agent Robert Lewis of the Co of Ross this State Brot her suit of Ejectment in the Circuit Court of the United State

for the District of Ohio and whom your Orator also makes defendant. That from some irregularities in the ~~same~~ sale of said premises aforesaid to said Strong your Orator was wholly unable to resist the action of the plaintiff in the said Court and your Orator further charges that the said Court had not full and complete power under the Statute for the relief of occupying claimants to compensate and redress your Orator for his taxes interest and penalties and improvement having no control over the Jury box of this court. That the said Plaintiff well knew your orators rights to compensation for the purposes and expenses aforesaid and so sought to avoid the same by proceeding in that in preference to this court. Your Orator further charges that it was agreed between your Orator and the agent aforesaid of the plaintiff that your Orators rights should be ascertained by referring the question by an agreed case and on Motion in this court under the occupying claimant law and that this part of the controversy should be disposed in this way and in this court. Whereupon your orator forebore to appear beforesaid court to apply for that purpose but the said plaintiff by her agent aforesaid intending to injure and oppress your orator and deprive him of his just dues without the knowledge of your Orator caused and in violation of said understanding a writ of possession to issue whereby your Orator was compelled to retain possession of said premises by denying under the said plaintiff aforesaid thereby for that time postponing your orators rights. Your Orator further represents that the said plaintiff wholly refuses to compensate and redress your Orator in the premises. In tender consideration whereof and in as much as your Orator is wholly remediless on the law side of this court and can only be relieved by an appeal to the chancery jurisdiction of this court your Orator prays that the said defendants may be compelled upon their corporal oaths to answer all and

singular the allegations of this bill and that on final hearing would order an account between the your Orator and the said Catharine Sarah McKinnon as to the amount due your Orator for his Taxes, interest, penalties, and improvements and that your Orator may be redressed and Justice done the said Defendants and that your Honors would grant your Orator other and further relief in the premises as equity and good conscience may require and as in duty bound your Orator will ever pray &c

By Wm C Lawrence his Sol

In Union Com Pleas

Robt Lewis
vs
Saml Westlake

answer

Filed July 22. 1844
John Cassil Clerk

C M B Allison

(copied)

The Separate Answer of Robert Lewis to a Bill in Chancery filed in the Court of Common Pleas in and for the County of Meigs in the State of Ohio, against himself and Catharine Sarah McKim By Samuel Westcott

This Respondent saving to himself all and all manner of benefit of exception to the many errors Mistatements and imperfections in said Bill Contained for answer thereto or so much thereof as he is advised it is material for him to make answer unto, answering says, That he has no particular Knowledge that the land in the Bill mentioned was sold to S. G. Strang for taxes &c as in the Bill mentioned, nor of the assignment to the Complainant of the land as therein set forth and can therefore neither admit or deny the same nor has this respondent any Knowledge of the payment of taxes by the Complainant subsequent to the assignment, if any such there was nor of the improvements made by Complainants as charged in said Bill, nor does Respondent deem it material as the improvement if any were not made at the request of this Respondent nor his principal Sister McKim, Respondent admits that ~~Sarah~~ Catharine Sarah McKim of the City of Baltimore in the State of Maryland is the Owner of said land as in said Bill set forth, Also that this respondent acting as the agent of the said Catharine Sarah McKim brought an action of Ejectment in the Circuit Court of the United States for the Seventh Circuit and district of Ohio in the name of the said Catharine against the present Complainant together with Others to recover the possession of the land occupied by the present Complainant the same being a part of a much larger tract occupied by others as well as Complainant But this Respondent denies, that the said Plaintiff had not full Complete and ample power to ~~dis~~ settle all questions put in issue by the Complainant by the present Bill, and avers that the present Complainant after being duly notified of the pendency of said proceedings in the Circuit Court of the United States neglected to appear and defend his rights, if any he had and this Respondent submits to this Court, whether the remedy of the Complainant if any he had was not at Law, and in the Circuit Court of the United States on the trial of the action of Ejectment, and this Respondent Claims all benefit of the said defendant having waived his rights and submitted to the Judgment at Law and submits to the Court whether he shall now be permitted to come into this Court to harass this defendant ~~together~~ after having failed to defend in the proper Court and Respondent Claims all the benefit of said Judgment at Law, and submits to the Court whether the Complainant has any right to come into this Court, and prays that he may be estopped from proceeding in the present case, as the matter has been fully tried

by a Court of Competent jurisdiction, wherein the Complainant should have liligated his rights, if any he had, and this respondent insists on the said Judgment at law as a bar to the Complainants pretended Claim — Respondent further answering says that he has always understood and still believes that had the Complainant appeared at the trial of the action of Ejectment and proferred his Claim under the act for the relief of Occupying Claimants by the laws of Ohio, that said Court were fully Competent and bound by the act of Congress of 1798 (Vol 2 pag. 70) to grant all the relief that the Complainant might be entitled to under said Statute of Ohio, and that it is not true that said suit was brought in the Circuit Court of the United States to avoid Compts Claim, Respondent denies most positively, that any agreement was ever made by him with the Complainant, that Complainants rights should be ascertained by referring the question by an agreed Case, and an motion in this Court under the Occupying Claimant law, and that this part of the Controversy should be disposed of in this way in Marion County, as in and by said Bill is falsely Charged, Respondent admits that before the suit was instituted in the Circuit Court, Respondent as the agent of Mr. McKim frequently proposed to the Complainant to Compromise and settle the Claim of the Complainant and offered to refer the matter of improvement, taxes and any other Claim which Complainant pretended to have, to three interested men in the Neighborhood, which the Complainant as often refused, and this offer was made by Respondent at different times as well before the commencement of the action of Ejectment as whilst the same was pending. Respondent admits that after the writ of possession was issued on the Judgment in Ejectment, W. C. Lawrence Esq. on behalf of Complainant as well as other defendants in the suit in Ejectment, proposed to Respondent to have a picked jury to value the land and improvements, ~~and~~ that as they had put Respondents principal as well as himself to the trouble and expense of a law suit to obtain what justly belonged to his principal, he declined doing any thing in the premises, and still believes that after the many repeated offers and the great anxiety of Respondent to settle for his principal on equitable terms and the refusal by the Complainant, he submits to the Court whether he was bound in justice to take any further steps in the matter. Respondent further answering says that at the time Respondent went in company with the Deputy Marshal to take possession of the premises, the Complainant took a lease of the land, of Respondent as agent of Mr. McKim under which Complainant still occupied the said premises. Respondent again insists that if the Complainant had any right to pay for improvements or to have taxes (if any paid by him)

refunded that he has forfeited the same by neglect, Respondent has no interest in the land and never had, except the interest that he holds therein as an agent, this Respondent denies all fraud Combination &c with which he stands Charged and now having fully answered prays to be hence dismist with his reasonable Costs &c

By W B Allison Atty for Def

Robert Lewis

The State of Ohio
Union County Ss

I Robert Lewis being duly sworn depose and saith that in the foregoing matters and things which are stated in the foregoing answer as from the information of others I believe to be true and as the several other matters and things therein set forth are true in substance and in fact

Robert Lewis

Sworn to and Subscribed before me this 22d day of July 1841.

James Downey JP

Samuel Whitlatch
vs
Catharine McKinn et al

Appeal Bond

Filed June 30th 1855
John Cassil, Clk

KNOW ALL MEN BY THESE PRESENTS, THAT WE ~~[illegible]~~ James Zumer & Bill Welch are held and firmly bound unto Samuel Westlake 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 30th day of June A. D., 1845.

The condition of the above obligation is such, that whereas ~~the said~~ Robert Lewis for Catharine S. McKim et als has taken an appeal from a certain Decree rendered against ~~him~~ them in favor of the said Samuel Westlake in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the May term thereof A. D., 1845 for the sum of Six Hundred & fifty dollars and ~~cents~~ Damages and Seventy dollars ~~and~~ ~~cents~~ Taxes, interest & and Eleven dollars and 35 cents Costs to the Supreme Court within and for the County aforesaid; Now if the said McKim et als shall pay the full amount of the condemnation 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.

James Zumer [SEAL.]

W Welch [SEAL.]

[SEAL.]

Approved

John Cassil, Clerk

of nature is 4.$ pr acre making in the aggregate 310.$.
It is therefore ordered adjudged and decreed that the Defendants
elect within 90 days from the rising of this Court
whether they or either of them will convey the said
premises or pay for the improvements, and it is fur
ther ordered that if Deftts deposit with the Clerk of this
Court a good and sufficient deed in fee clear of all
incumbrances, this case excepted, then the complai
=nant shall within three months after the expiration
of said 90 days pay the one fourth part of the said sum
of $310 and in one year after said 90 days, and every year
the one fourth of said sum untill the same is paid
in full all of which payments are to be secured by
Bond and mortgage upon the premises at the time
possession is given and it is further ordered that posse
=ssion be forthwith on the deposit of said deed be resto
=red to complainant and in Default of said Deed so de=
posited this cause is refered to Wm. H. Robinson Sheriff
Special Master Commissioner for that purpose
hereby appointed commanding him by Public
sale conducted in all things by the statute regulating
sales of real estate upon executions at law to
sell said premises, and that he apply the proceeds
thereof to the payment of said sums so as aforesaid
found complainant and it is further ordered
that Defendants pay the costs in this cause

Notice of Appeal by Deft

In testimony whereof I have hereunto
set my hand and seal of office this 14th
day of July A.D. 1845. John Cassil, Clerk

Samuel Westlake
vs
C. S. McKinney et al

Transcript

Filed July 14th 1845
John Cassil, Clerk

The State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas within and for the County of Union, do hereby certify that the following entries and decree, are truly copied from the journals of said Court, to wit

Oct. Term 1844 = Thursday Oct 3rd 1844 – 3rd day

Samuel Westlake
53 vs } Chancery. Continued.
Catharine S. McKinnon et al

Friday May 30th 1845 4th day

Samuel Westlake
vs } Chancery.
Catharine S. McKinnon et al

This case came on to be heard upon the Bill of Complainant answer of R. Lewis Replication exhibits and testimony and the said Catharine S. McKinnon still failing to plead answer or demur to Complainants said Bill it is ordered that the Bill be taken for confessed as against the said Defendants and was argued by Counsel in consideration whereof it is considered that the equity of the case is with the Complainant and the Court do find that the Complainant has his lien upon the said premises described for his improvement and taxes interest and ~~&c~~ under the statute for the relief of occupying claimants and the Court do further find that the Defendants are entitled under the same law to the value of the land in a state of nature if they so elect. Whereupon the parties by their Counsel waive the reference of this case to the sheriff for enquiry as to their respective interests and submit the same for enquiry to the Court. Whereupon the Court do find that the valuable and lasting improvements made by Complainant on said premises at 650 $. for which he has his lien upon said premises and for his taxes & interest 70 $.

And the Court assess the Value of the said land in a state

Desposeter

I John Johnson Auditor of Union County of Lawful age being duly sworn testify that the taxes paid on 7½ acres of land including the amount ~~sold~~ for which it was sold in the year 1824 and from that time up to 1842 inclusive, amount to the sum of Forty nine dollars Ninety Eight cents two Mills including (1,0 6,7 Interest & penalty for the years ~~1825~~ ~~1826~~ 1841 as will more fully appear from the duplicates in this office and also from the document accompanying this Marked A.

Also the taxes paid on 42½ acres of land including as above amounts to the sum of twenty five dollars forty seven cents five mills ($25,475) including Seventy cents & mills (,70,2) interest & penalty for the years 1827, 1833 & 1836 as will more fully appear from duplicates & Doc. Marked B.

Also on 30 acres for the same, to the sum of (~~16,39,8~~ Sixteen dollars thirty nine cents eight mills including forty one cents six Mills (,41,6) Interest & penalty for the year 1841. as before see also Doc. Marked C.

Also on 35 acres for the same the sum of Nineteen dollars ninety cents & nine mills ($19.90,9) as appears from duplicates &c in this office see also Doc. D.

On the two last peices Maxwells & Jordans I may not be nearer than 25 cents but I very near not further off in the gross on each
The other two Westlakes & Greggs have been more easily traced & are I think correctly copied
And further deponent saith not

John Johnson

S. Westlake

772

A

John Barker	1824	2772	11,21.0	
	1825	"	1,15.5	1,15.5
	1826	"	1,09.0	1,09.0
	1827	"	1,95,3	
Westlake Sa	1828	"	2,08,2	
	1829	"	2,08,2	
	1830	"	1,86,0	
	1831	"	2,09.2	
	1832	"	2,13,9	
	1833	"	2,22,3	
	1834	"	2,23,2	
	1835	"	1,85,9	
	1836	"	2,05,0	
	1837	"	2,20,8	
	1838	"	2,48,0	
	1839	"	1,57,0	
	1840	"	2,48,0	
	1841	"	3,44,4	besides ~~with~~ for 1841 1,06,7 Int & pen
	1842		2,70,6	
			48,91,5 and	1,06,7 pen & int
			1,06,7	
			49,98,2	

A

~~Journal~~
Journal Mm 8B

D.

35 a

	1824	5,24,4
	1825	840
	1826	48,0
	1827	70,0
	1828	65,0
	1829	65,0
	1830	54,0
	1831	65,0
	1832	65,0
	1833	66,2
	1834	66,2
	1835	72,0
Founden W.M.	1836	77,3
"	1837	85,3
"	1838	1,12,0
"	1839	1,12,0
"	1840	1,12,0
"	1841	1,55,4
"	1842	1,22,1
		19,90,9

D.

Maxwell's

6

Yorks land
Cattle not traced

	1824	4,37,0	
	1825	,45,0	
	1826	,40,0	
	1827	67,0	
	1828	54,0	
	1829	54,0	
	1830	45,0	Yearly
	1831	54,0	
	1832	54,0	
	1833	56,2	
Yorks Jobb 25	1834	56,2	
	1835	60,0	
	1836	66,2	
	1837	71,2	
	1838	80,0	
	1839	80,0	
	1840	80,0	
30 a	1841	1,34,4	
Maxwell Samuel	1842	1,05,6 including 41.6 int & pen	
	~~60~~	16,39,8	
		41.6 Int & penalty 1841	
		1598.2	

C

Crattyo 422a

B

42½
4,50
168
21
189
2

3

	Year	Tax	
S. G. Strong on 424a	1824 —	6,11,3	
"	1825 —	,63,0	
"	1826 —	60,0	
"	1827 —	1,13,4	including 18,9 Int & pen. of '26
Gregg Ed.	1828 —	64,0	
"	1829 —	64,0	
	1830 —	57,0	
	1831 —	64,1	
Antrim Lewis	1832 —	65,5	
Lewis Wheeler	1833 —	1,46,6	including 20,1 Int. & pen. '32
	1834 —	33,6	
Barnett Sw.	1835 —	1,01,9	
	1836 —	2,46,1	incl. 31,5
	1837 —	1.21,1	
	1838 —	1,36,0	
	1839 —	1,36,0	
Crotty James	1840 —	1,34,4	
	1841 —	1,83,2	
	1842 —	1,46,3	

25,47,5
70.2 Int. & penalty
24,47,3 — 18
12 96
~~12.6~~ 37.43
72
18
576
72
12.96

I John Johnson being first duly sworn testify & say that from the records in this office it appears that the amount for which the lands hereafter mentioned were sold for in 1824 including the taxes from that time up to the year 1842 inclusive is of follows as will more fully appear by reference the accompanying papers Marke A. B. C. D. in order as follows

On 77½ acres Westlakes	See A.	$49.98.2
including int. & penalty for the year 1841		1,06.7
On 42½ acres	See Letter B.	$25,47.5
Including Int. & penally for 1827. 1833. & 1836		70,2
On 30 acres	See C.	$16.39.8
Including Int. & penally for 1841		41.6
On 35 acres	D	$19.90.9

That the Whole Amount on 185 acres is $111.76.4
Including the int. & penalties paid being 2 18.5

The papers C.D. may vary some 25 cents each from the true amount but I think not more the chain of letter being difficult to trace the others are I think are quite correct

John Johnson Auditor of Union Co.

Wm H Jourdan
W
C S McK

Taxes 30.$
Imp 4.00
35 acres 140 Value of the land

See $225

Samuel Westlake
vs
Rich
E. S. McKimm

Saml Whittake
vs
E. S. McKimm
et alls

Mr Chancery

and the said Samuel Jones
and says that the matters and
things set forth in his bill are true in substance
and in matters of fact and that the matters and
things set forth in the Answer of Jeff Lewis
contrary thereto are untrue and this he is ready
to make appear as by the court shall be directed

By Wm C Lawrence his Sol

Union Common pleas
in Chancery

Samuel Westlake
& others
vs } Depositions
Catharine & McKim

Crattly i never heard say any thing on the subject I under stood that Lawrence was Crattly agent and that he was allways ready to take toes and improvemits. as to Westlake I am certain he offered so to Smith as Lewis' agent and I believe so as to Maxwell I never heard Lewis or Smith at any time offer to refer the matter of toes and improvements to disinterested men. I have a suit of the same kind pending with these

Wm Henry Jordan

No exceptions are to be taken to former want of certificate. Wm C Lawrence for Complts

But waiving nothing further.
C M B Allison for Deft

Cost Bill

James Lyons J. P.	$2.50
Constt Wm Wells	$0.50
Witness C. Lee	2.00
S G Strong	2 00
John Johnson	50
D B Smith	50
Wm H Jordan	25
	$8.25

Proof of improvements is made
by Deps of Lee & Strong of Taxes by Johnson

of the agreement by P.B. Smith Josiah
West the Sals and the letter of Lewis on file
to his sub-agent P.B. Smith

Brief
in 3 cases

Samuel Westlake and Henry Gordan and Samuel Maxwell each separately vs R. S. McKinn et als

Bills Charge

a sale of the lands in 1824 for delinquent Taxes from 1818. to S. S. Strong and by transfers of parcels of the same to each Compt 2nd possession under the Tax sale and improvements and payment of Taxes to a large amount That Deft McKinn by her agent Lewis Brot Ejectment in the circuit Court for the District of Ohio and That in consequence of Irregularities in the sale and Conveyance The Now Compt could not appear and successfully defend against her That ~~pending~~ said suit said Court could not give ample and complete remedy as the Jury to value improvements come from the County and Jury Box That it was agreed pending said suits that Compts rights under the Occupying Claimants Law should be ascertained by motion in this Court That therefore Compts omitted to attend in the said Court and action of Ejectment ~~and~~ To demand such relief as the that Court might be able to give

That disregarding said agreement Defts sued out their writ of possession and ejected Compts That Compts are without remedy at Law and pray relief

The answer insists that failing to appear in the action of Ejectment Compts forfeited their rights. and denies the agreement to ascertain Compts rights by motion in this County.

Samuel Westlake
vs
Katharine & McKinn

In Union Com Pleas
In Chancery

Depositions taken

Taken before under the accompanying agreement at the time and place specified both parties by their Counsel being present Silas G. Strong being of lawful age and duly sworn

Question by Com pt Are you acquainted with the lands specified in the Bill of Complainant have you examined the Valuable and Costly improvements there on as to buildings fences orchards wells fields &c If so please state?

Answer I Am acquainted with the Land & Have Looked over the Same with a view to form an opinion as to the value of the said Improvements Im of the Opinion that the cost of the on said ~~Land~~ Improvements so far as to Clearing Ground fencing - Buildings & Orchard would amount to the Sum of $860.00 — And that said Improvements are Now worth $720.00 From which I would deduct for want of timber on the unimproved part of said Land $70 — Leaving the Sum of $650.00 - I think that said Lot which I suppose contains about 90 would be worth in a State of Nature $4.00 p acre

In Reply to Defts Counsel. I Reply that the Land is now worth $10 p acre Silas G Strong

Also at the same time and place Cyprian Lee of like Lawful age being duly sworn

I have viewed the above said land and I believe the improvements would cost $870.00 and said improvement are now worth [redacted] after deducting out the unnecessary

vast of timber would be worth $660.00 I would think the said land in a state of nature would be worth $4.00 pr acre

I reply to Defts counsel I state that the land is now worth $10. pr acre

Cyprian Lee

Samuel Westlake
vs
Katharine S McKimm et als

In Chancery
Union Com
Pleas

George Bean & Wm Cratty
admrs of James Cratty dec'd
vs
Katharine S McKimm et als

Saml Maxwell
vs Same

Henry Jourdon
vs
Same

The Deft by C.W.B. Allison her Sol waives the service of notice and agrees that this shall have the force and effect of notice legally served to take deposition in each of the above cases on the 12th inst at Turner J.P.'s office in the court House in Marysville Union Co Ohio. This is not to be construed into consent on the part of the Deft but operates purely as a notice served, nolens volens to be taken between sun rise and sun set on said day

May 5. 1845

Wm C Lawrence Sol
for Complts

C W B Allison Sol for
Deft

Wm Henry Jourdan vs Katharine S McKinney } Same court and Same case Silas G Strong being of like lawful age being duly sworn Court puts the Same question?

I have viewed Said Land as above Stated - & think the improvements would cost - $468 00 and that the Same is now worth $418.00 - - - - And that Said Land in a State of Nature would be worth $4.00 pr acre The farm is worth $900

Silas G Strong

Also at the Same time and place Cyprian Lee of like lawful age being duly Sworn

I have viewed said Land above Stated and think the improvements would cost $460-00 and that the same is now worth $412-00 and that said Land in a State of nature would be worth $4.00 pr acre

I State the land is now worth $8.00

Cyprian Lee

Saml Maxwell vs Same } Same court Same case Same Witness as above and Same question by Court

I have viewed Said Land as above Stated & think the Improvements would cost $372.00 and that Said Improvements are now worth $312 00 & that Said Land would be worth in a State of Nature $4.00 pr acre - is worth $9.00 pr acre

Silas G Strong

Also at the Same time and place Cyprian Lee being duly Sworn

I have viewed Said Land above Stated and think the improvements would cost $368-00 and that said

Crattys admrs } Same Court
vs } Same case
Katharine S. McKinn } At the same time and place ~~place~~ Silas P. Strong of lite lawful age being duly sworn

Com pt puts the same question as first above?
I have viewed the land as above statement & believe the Improvements would cost $409.00 That the present value of said Improvements is about $325.00 - That there should be an deduction for cuts of the timber on the unimproved part of said land the sum of $25.00 - That the tract in a state of nature would be worth $4.50 per acre - The land is now worth $9.00 per acre

Silas P. Strong

Also at the same time and place Cyprian Lee of lite lawful age being duly sworn
I have viewed the land above states and believe the improvements would cost $375.00 and that the present of said improvements are worth $300.00 calculating the unnecessary ~~t~~ waste of timber and said land in a state of nature would be worth $4.50
I state the land is now worth $9.00 per acre

Cyprian Lee

improvements are now worth $305.00 and that said land in a state of nature would be worth $400 per acre
I state the said land is now worth $8.00

Cyprian Lee

Also at the same time and place Peyton B Smith of lite Lawful age who being duly sworn say by Complt

Question in the year 1842 & 3 were you the acting agent of Lewis the Atty in fact of Katharine S McGinnis If so please state if you still hold a letter forwarded to you by Lewis in the summer of 43. if not what has become of it and what were its contents.

I was acting as agent for Lewis at that time and I had a letter but it is lost I have searched for it and cant find it

Question by same What did it state was the arrangement between counsel for the Complts above and him in regard to the improvements on the Fox land then in suit on which these cases are now Brot.?

The letter stated that Mr Lawrence & Mr Mapes had met in Columbus and that there was no difference between them that Lawrence wanted pay for the improvements which they was willing to do and that he wished me to shew Mr Lawrence the papers then in my possession and that he would be up by the next court and if they could not compromise they would send out men to value the improvements and have the business settled at that time

Question by same How were the men by the letter specified to be selected.

I dont recollect

Q. by same Did it say they be drawn from the Jury Box and the whole business fixed up the next term of our court when he would be here or not?

I dont know whether they were to be drawn from the Jury Box or not it stated that if they could not agree that they would send out men and see what the improvements were worth

Q. What did the letter say as to there being any further trouble about it?

I understood from it that it would be settled then

Q. did you show Lawrence the letter if so. was he at home when the Marshall come with the writ of possession. And Did Lewis ever come to agree or choose men afterwards?

I shewed the letter to Mr Lawrence Lawrence come and examined the title papers then in my possession Lawrence was not at home when the Marshal come with the writ of possession whether Lewis ever come to settle the matter afterwards I do not know.

Quest by Same Was Cratty resident on the premises when the suit was brot. And was he in the writ of Possession in the hands of the Marshall?

Cratty was not living on the place when the ~~notice~~ writ was issued the place was vacant at that time I saw the writ of possession ~~the~~ And read it & Crattys name was not in it. ~~as I could see~~

Question by Same in speaking of a letter shown to Lawrence was it the same he read a part of to Josiah Westlake whilst you were present and as we talked of its contents?

Westlake was present but what was the amount of conversation I dont recollect

Q rest by Same? Were the contents made known to Westlake?

I think Mr Lawrence informed him of the contents but I cannot say at present?

Quest by Same Could Lewis have come here after that letter was received to do business and you

not have known it
I think not
Quest by same do you know the hand write of Lewis and are you positive that was from him?
I had received from Mr Lewis more than twenty letters and the signatures all seem to correspond

Quest by same is the letter marked A here shown, the letter of R Lewis?
I received it from Mr Lewis
Q. by same is it the one above spoken of?. it is not

Question by Defts counsel - What time was the letter written that you say is lost?
I think some time in 1843 but can not say
Question by same - Do you not know that Robert Lewis frequently proposed to Mr Lawrence as attorney for complainants to refer the claim for improvements to disinterested persons. which was as often refused by Mr Lawrence?
I know Mr Lewis was anxious to settle the case but how often he went to Mr Lawrence I cant say I think he talked to Mr Lawrence in my presence at one time & Mr Lawrence at that time did not attend to it he said he was going to Madison County
Question by same - Was the writ of ejectment left at the dwelling house on the land claimed by Mr Crotty?
I was so informed by Mr Woods the officer but as to my own part I do not know

5

Quest by Complt did not the Complts alway offer if Lewis should title to the land and paid them for their Taxes and improvements to release to him in a minute And was not the time you speak of before Lawrence going to Madison they had a title of Record in this Co.

So far as Mr Westlake is concerned he said he was not able to buy & all he wanted was pay for his improvements as to the time spoken off I cant say but I think it was before he examined the title papers.

Quest by Complt. Did not Lawrence as counsel for all the defendants always offer to take Taxes and improvements and release

So far as Westlake is concerned it was all he asked but I could not be certain as to the others

Quest. By same did you ever know Lawrence or either of the defendants to refuse to submit the question of Taxes and improvement to any disinterested men.

not as I recollect. P.B. Smith

Also at the same time and place Mr H. Jourdon of lawful age being duly sworn says that

Quest by Complt.

was Oratts and Maxwell and Samuel Westlake always willing to take their Taxes and pay for their improvements and give up the land. and let disinterested men value them or did either of them ever ask any thing more?

Ans by witness

Westlake & Maxwell I have heard them talk of the matter frequently & that was all they asked

No. 45-SC-8

Union Common Pleas Court.

McElvaine & Herriottee
Plaintiff,

AGAINST

P. B. Cole,
Defendant.

April 1843,
Judg vs Defendt.

Journal 3 Page 102

Record No. 4 Page 135

Ex. Doc. 1 Page 332

Union Com Pleas

P. B. Cole
vs
Ira
McIlvaine & Harris

Filed August 29th 1842
James H Gill Clk

P. B. Cole
ads
Robert McIlvaine &
James E Harriott
for the use of J. E. Harriott

Union Com Pleas
April term 1842

and the said P. B. Cole
Come & defends &c When
&c and prays Judgment of
the declaration aforementioned because he says that the
promises in said declaration mentioned if any
such were made were and each and every of
them was made by the said P. B. Cole to ~~the said~~
one Robert McIlvaine & Edgar Harriot late
partners in trade under the name of McIl-
vaine & Harriott and not to the said Robert
McIlvaine & James E Harriott as alledges in
the plaintiff's said declaration and this the said
P. B. Cole is ready to verify wherefore as
the said firm of Robert McIlvaine & Edgar
Harriott under the name of McIlvaine & Harr
iot is not named in said declaraion and
a wrong name inserted the said P. B. Cole
prays Judgment and that the said declaration
may be quashed and also for his costs
By Wm C Lawrence his atty

State of Ohio Union County ss

P. B. Cole being duly
sworn according to law says that the facts
stated in the foregoing plea are true as he verily
believes
P B Cole

Sworn to and subscribed this 29 day of
August 1842 James Irwin J P

Rec'd Nov the from Silas G Strong two Docket
fees for 20 of B Cole Each $5-00 $10.00

Received Nov 14th 9 on the within twenty Dollars
and twenty Cents

Judgment Entered for $11.83. Second Entered for appeal
and bill poisiness by Bo
Nov 25th 1841 Wm H. Frank J.P.

Judgment Rendered Feb 14 1842 for $22.12
James Turner J.P.

P. B. Cole
$41.11

$41.11 Marysville June 26th 1841

Due McElvain & Barnett forty one dollars & eleven cents for value Rec'd

P B Cole

P. B. Cole Dr to H. C. Barnett

To. 10 ff Docket Fees. collected by cole - $10.00
belong to Pltff.

To. money had & rec'd by Deft belong to Pltff 10.00

To. ~~Cash~~ paid by Pltff for deft use. 10.00

To. Cash paid by mistake 10.00

Mr Hiram Harriott
for use H. Harriott
v. & Summons
P. Hole

Due by note. $41.00

For money paid for use & request of Cole — 10.00

Money paid by mistake 10.00

order ~~Cash~~ credited upon note by 10.00

$71.00
.22

Summons.
Served By
Reeding
Service 10
Mileage 5

S. D. Snider Const

State of Ohio } To any constable of Paris Township Greeting
Union County ss. }

You are hereby commanded to summon Philander Cole to be and appear before me James Turner a Justice of the Peace in and for sd Township on the first day of Feby. 1842 at 9 o'clock AM. to answer Robert McGlown & Edgar Harriott late partners trading under the name firm & style of McGlown & Harriott for the use of James E Harriott in a plea of Assumpsit damages Ninety Dollars & of this writ make legal service and due return.

Given under my hand & seal of office this 27th day of Jany 1842.

James Turner JP (Seal)

Ex. Doc. No. 2 page 70

McIlvain & Harriott
for &c
vs
S. B. Cole

Damages	$ 23,70
Costs	10 32½
increase	81
Writ	41
Service –	$0.35
Milege – –	5
	40

Jno M Robinson
Sheriff

Filed Aug 18. 1845
John Casoil Clk

Received this writ July 11th 1845
Proceedings stayed on the within writ by a writ
of error filed by defendant July 28th 1845

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 16th day of April A. D. 1843 McIlvain & Harriott, for the use of James C. Harriott

recovered against Philander B. Cole

as well the sum of twenty three — — — — — — dollars and seventy cents, for their damages, as the sum of $ 10, 32½ for their 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 Philander B. Cole

you cause to be made the damages and costs aforesaid with interest thereon from the 18th day of April A. D. 1843 until paid. Also the sum of $ 81 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Pltff

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this eleventh day of July A. D. 1845

Attest: John Cassil CLERK.

In the Suit of McClain & Harriott for the use of L. C. Harriott against P. B. Cole I W. W. Woods do acknowledge my self Bail for said P. B. Cole the Deff for an appeal in the Sum of Fifty dollars to be levied of my goods and chattles lands and tenements if in case the said P. B. Cole the the appellant fail to pay the Judgment Debt and costs and costs that may accrue in the Court of Common Pleas

W. W. Woods

Taken Signed and acknowledged
Feb 5th 1842

James Turner J P

I Certify the above to be a true Copy from my Docket April 22th 1842

James Turner J P

Justices Cost	$1.27¾	Plaintiffs Witnesses	
Court Cost Incur	0.40	Wm H Grant	$0.50
		S. G. Stevens	0.50

McClain & Harriott
for the use of
L. C. Harriott
Transcript
vs
P. B. Cole

Filed Apr 26, 1842
Chas B Geiselbach

State of Ohio Union County ss

McIlvain & Harriott for the use of J. E. Harriott vs P. B. Cole

Suit Brought on note which reads as follows
Marysville June 26th 1841
Due McIlvain & Harriott forty one dollars & Eleven cents for value received, P. B. Cole
with the following endorsements endorsed on the Backe of said note
Received Nov 9th on the within twenty dollars & twenty cents Received Nov 20th from Silas G Strong Two
Docket fees for P. B. Cole Cost $5.00
$10.00 Judgment Rendered for $11.83
Nov 25th 1841 (Signed)
Wm. H. Frant J P

Judg	$22.12
Justices cost	
Summons	12½
Notes fee	10
Subpoenas	16
Swearing wit	8
Trial	25
Bail Bond	25
this Transcript	3¼
	$1.27¾

security entered for appeal and suit dismissed by Pltff

January 27th 1842 Summons issued for Deff Returnable on the 1st Day of Feb 1842 at 9 o'clock A M which was returned by John D. Irwin constt endorsed Served by reading fee service & Milage 0.15
Subpoena issued for S. G. Strong & Wm. H. Frant which was returned by John D. Irwin constt endorse Served by reading fee 0.25
Feb 1st 1842 9th o'clock A M Plantiff appeared by attorney filed his bill of Particulars Defendant failed to appear witnesses appeared
Trial had Wm. H. Frant & Silas G. Strong were were Sworn and examined on the Part of the Plantiff
it is there fore considered by me that the Plantiff Recover of Defendant a Judgment for the Sum of twenty two dollars twelve cents and Costs of Suit

and in one hundred dollars for money then and there received by the defendant for the use of the plaintiffs:
And in one hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them.
And whereas, the defendant afterwards, on the first day of September, 1841, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiffs on request; yet he hath disregarded his promises, and hath not paid the said several sums of money nor either of them, nor any part thereof — to the damage of the plaintiffs one hundred dollars, and therefore he brings suit &c.
A. Hall, Atty. for Plffs.

Com. Pleas — Union County,
April Term, AD. 1842.

M'Elwain & Harriott, for, &c.
vs.
F. B. Cole.

Declaration — Assumpsit.

Appeal.

Filed May 30th 1842
James H. Gill Clerk

Amended Oct 6th 1842
John Cassil, C/C.
Cost bill made

(Recorded.)

A. Hall, for Plffs.

Union County Common Pleas — April Term, A. D. 1842.

M'Ilvain & Harriott,
for the use of J. E. Harriott,
vs.
T. B. Cole.

Assumpsit.

Robert M'Ilvain and Edgar Harriott, partners under the name, firm and style of M'Ilvain & Harriott, for the use of J. E. Harriott, complain of T. B. Cole, in a plea of assumpsit, for that whereas the said Cole, on the 26th day of June, 1841, made his promissory note in writing, at Union County, and delivered the same to the said M'Ilvain & Harriott, partners as aforesaid, and the said Harriott acquired a full and entire interest in said promissory note by mercantile style delivery thereof to him from the said M'Ilvain, the interest of said M'Ilvain & Harriott in said note thereby vesting in said J. E. Harriott; and the said Cole thereby promised to pay the said plaintiffs forty one dollars and eleven cents on the day of the date thereof, which period has now elapsed, and the said defendant, then and there, in consideration of the premises, promised to pay the amount of the said note to the said plaintiffs, according to the tenor and effect thereof.

And also for that whereas the said defendant, on the 20th day of August, 1841, at Union County, was indebted to the said plaintiffs in one hundred dollars for the price and value of goods, then and there bargained and sold by the plaintiffs to the defendant at his request:

And in one hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant at his request:

And in one hundred dollars for the price and value of work then and there done, and materials for the same provided by the plaintiffs for the defendant at his request:

And in one hundred dollars for money then and there lent by the plaintiffs to the defendant at his request:

And in one hundred dollars for money then and there paid by the plaintiffs for the use of the defendant at his request:

Supreme Court

4th-SC-8

No.

Union Common Pleas Court.

M. Ivanes Morrill
Plaintiff,

AGAINST

P. B. Cole
Defendant.

June 1846,

Settled at Defendts costs.

Supreme Court

Supreme Court

Journal 1 Page 97

Record No. No Record. Page

Ex. Doc. Page

Supreme Court

P. B. Cole

vs

M'Elvaine & Harriott

Bond

Filed August 2d 1845
John Capel
Clerk

Know all men by these presents that we Philander B. Cole, John Johnson & W. W. Woods are held and firmly bound unto McIlvain & Harriott for &c in the penal sum of one Hundred dollars to the payment of which well and truly to be made we do by these presents jointly and severally bind ourselves, our heirs, executors, and administrators: sealed with our seals, and dated this 28th day of July A. D. 1845

The condition of the above obligation is such, that whereas the said Philander B. Cole has obtained an allowance of a writ of error upon a certain judgment rendered in the court of Common Pleas within and for said County of Union, at the April term thereof, A. D. 1845 in favor of the said McIlvain & Harriott for &c, and against the said Philander B. Cole, for the sum of twenty three dollars & seventy cents Damages, and also for $10,32 costs: Now, if the said P. B. Cole shall pay the condemnation money and costs, in this case the said judgment ~~judgment~~ of the said Court of Common Pleas shall be affirmed by the supreme Court, in whole, or in part, then the above obligation shall be void: otherwise, in full force in law

P. B. Cole (Seal)
John Johnson (Seal)
W. W. Woods (Seal)

Approved August 2d 1845 by me
John Cofil, Clerk

Union Supreme Court

P. B. Cole

vs

Robert McElvain & James E. Harriett Partners &c

Service - - - $0.55
Milege - - 5
Copy - - - - - 20
Tm M Robinson
$0.80

Sheriff

Filed Aug 18. 1845
John Carrol Clk

Received this writ July 28th 1845
Served by reading to James E Harriett
July 29th A D 1845
and left a copy of the
original writ with
James E Harriett McElvain
Not found

Tm M. Robinson Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County: Greeting.

We command you, that you forbear all further proceedings upon a judgment rendered in a certain action of Damages, in our Court of Common Pleas, in and for the said County of Union, at the April term thereof, A.D. 1848, in favor of McIlvain & Harriott for &c. vs S. B. Cole for the sum of twenty three dollars, and seventy cents, and which said judgment for causes of error to be corrected, on the complaint of the said S. B. Cole, we have caused to be brought into our supreme Court by our writ of error; And also that you give notice to the said McIlvain & Harriott that a writ of error has been allowed upon said judgment: And also that you cite the said McIlvain & Harriott to appear before the judges of our Supreme Court, at the Court House in said County, on the first day of the next term of the said Supreme Court, to shew cause, if any there be, why the said judgment should not be reversed, and why speedy justice should not be done to the parties in that behalf: And this do, as you will answer to the contrary at your peril

Witness John Cassil Clerk of the Supreme Court in Union County, Ohio, this 14th day of July A.D. 1848

John Cassil, Clerk
of said Court

McGhonin & Harriott
vs } Transcript
P B Cale

Filed July 28th 1845
John Cassil, Clerk

Philander B Cole
vs
McGlaun & Harrett } In Error

And the said Cole now comes and says that in the record and proceedings aforesaid there is error in this to wit,
1st The record shows that two different judgement were rendered on this Claim, 2d That the record shows there were two actions pending at the same time on this Claim before two different justices of the peace, in both of which actions judgements were rendered against the Deft.
3d That in the bill of Particulars of the pltffs before James Tucker J.P. there is one Claim the note in favor of Robert McGlaun & Edgar Harrett partners under the name of & firm of McGlaun & Harrett, - & ~~one in other~~ other items ~~the common Counts~~ in favor of J. E. Harrett.
4th That the declaration aforesaid & the matters therein contained are not sufficient in law to maintain the said action Because the defendant is therein described by initials and not by his full name
5th - That the items in the common Counts in the declaration are in favor of McGlaun & Harrett, and the same items in the bill of Particulars are in favor of J E Harrett

6th That the judgement was given in favor of the said McGlaun and Harrett, when by the laws of the land it ought to have been given in favor of the pltiff Philander B Cole — Wherefore the said Cole prays that a citation & supersedeas may issue & that the said judgement may be reversed & that he may be restored to all things which he has lost by reason thereof

P B Cole In proper Person

Robert McGlaun & Edgar Harrett trading under the name of MacGlaun & Harrett
vs
P B Cole
} Judgement in assumpsit In the Court of Common Pleas, April Term 1843

The Clerk of the Supreme Court will issue a writ of Error & supersedeas in this Case, to remove the same to the Supreme Court

July 4th 1845 — P B Cole in pro per

To John Cassil Clerk

Robert McGlvain and
Edgar Harriott late partners
trading under the name firm
and stile of McGlvain & Harriott
for the use of James E Harriott
vs
Philander B Cole,

Pleas before
his honor
Joseph R Swan
president & Silas
Strong, James
R Smith & Christian
Myers, associates,
judges, of

At a Court of common pleas began & held at the Court house, in the town of Maysville within & for the County of Union and State of Ohio on the eighteenth day of April in the year of our lord one thousand eight hundred & forty three, Be it remembered that heretofore, to on the 26th day of April 1842 the defendant filed in the office of the Clerk of said Court, the following transcript from the docket of James Turner a justice of the peace of Paris Township in said County of Union, to wit, State of Ohio Union County ss. McGlvain & Harriott for the use of J E Harriott vs P B Cole

judgement	$22 1/2	Suit brought on note which
justices costs		reads as follows, Maysville
Summons	12½	June 26. 1841 Due McGlvain
Satisfaction	10	& Harriott forty one dollars
Subpoenas	10	& eleven cents value received
Swearing wit	8	P B Cole, with the following
Trial	25	Endorsements endorsed
Bail Bond	25	on the back of said note,
This transcript	31¼	Recd Nov. 9 on the twenty
	$1.27¾	dollars & twenty cents, Received
		Nov. 20th from Silas Strong two

docket fees for P B Cole Each 5$ $10.00 judgement rendered for $11 83 Nov. 25. 1841. (Signed) Nan H Frank J.P. security entered for appeal & suit dismissed by pltff.

Turn over

Brought over

January 27th 1842 Summons issued for Deft. returnable on the 1st day of Feb. 1842 at 9 o'clock A.M. which was returned by John D Gurvin Const. Endorsed Served by reading, fee Service & Mileage 0.15. Subpoena issued for Lilas G Strong & Wm H Frank which was returned by John D Gurvin Const. Endorsed Served by reading fee 0.25. Feb. 1st 1842 9. A.M. Pltff appears by Atty filed his bill of particulars. Deft failed to appear witness appeared, trial had, Wm H Frank & Lilas G Strong were sworn & Examined on the part of the plaintiff. It is therefore Considered by me that the pltff recover of Deft. a judgement of twenty two dollars & twelve cents, & costs of Suit. In the suit of McGlocin & Hasscott for the use of J E Hasscott, against P B Beale I N W Woods do acknowledge my self bail for said P B Beale the Deft, for an appeal, in the sum of fifty dollars to be levied of my goods & chattels lands & tenements, if in case the said P B Beale the appellant, fail to pay the judgement, int & costs that may accrue in the Court of Com. pleas. N W Woods taken signed and acknowledged Feb. 5. 1842 James Turner

– I certify the above to be a copy from Docket April 22d 1842. James Turner J. P. Justices Costs $1.27 3/4 Court Costs Gurvin 0.40. pltffs wit. Wm H Frank 0.50 Lilas G Strong 0.50. Accompanying the above transcript the said justice of the peace, at the same time, also filed the following as his original writ of Summons, & bill of particulars in this case which severally read in the words & figures following to wit, State of Ohio Union County SS. to any Constable of Paris Township greeting You are hereby Commanded to Summon Philander B Beale to be & appear before me James Turner a justice of the peace in & for Sd Township on the 1st day of Feb. A D 1842 at 9 o'clock A.M. to answer Robt McGlocin late partners trading under the name & style of McGlocin & Hasscott & Edgar Hasscott, for the use of James E Hasscott,

in a plea of assumpsit, Damages, Ninety dollars & of
this writ make legal service & due return given under
my hand & seal of office this 27th day of Jan. 1842
James Turner J. P. (Seal) said writ was endorsed
Due by note $41.00. for money paid for use & request
of Cale $10.00 money paid by mistake or are credited
on note by $10.00 $71.00 Returned Endorsed Served by reading
service 10. mileage 5. J W Grimes Const., P B Beale Dr
to J E McGhiatt $10.00 Docket fees Collected by Cale $10.00 belonging to
pltff. to money had & received by Deft. belonging to pltff.
$10.00. to do paid by pltff for Deft. use 10.00 to Cash paid
by mistake 10.00 $41.11 Marysville June 28th 1841 due
McGhain & McGhiatt forty one dollars & eleven cents for
value Recd. P. B. Beale, said note was Endorsed, Recd
Nov. the 20th from Silas Throng two Docket fees for
P. B. Beale each $5.00. $10.00 Recd Nov. 9th on the
within twenty dollars & twenty cents, judgment for $11.83
security entered for appeal, and suit dismissed by
Pltff. Nov. 28th 1841 Wm H Frank J. P. judgment rendered
Feb. 1st 1842 for $22.12 James Turner J. P. Appeal afterwards
to wit on the 30th day of May 1842 the pltffs by their Atty
A Hall. filed their Declaration in this Cause as follows,
to wit. Union County County Common Pleas. April
Term A D 1842 McGhain and Hiatt. for the use of
J E Hiatt, vs. P B Beale, Assumpsit, Robert McGhain
& James E Hiatt partners under the name, firm, &
style of McGhain & Hiatt, for the use of J E Hiatt,
Complain of P B Beale in a plea of assumpsit, for that
Whereas the sd Cale on the 28th day of June 1841 made
his promissory note in writing at Union County
& delivered the same to the said McGhain & Hiatt
partners as aforesaid & the said Hiatt acquired a full
& entire interest in said promissory note, by delivery
thereof to him, from the said McGhain, the interest of said McGhain

in said note, thereby vesting in said Harriott, and the said Cole thereby promised to pay the said pltffs forty one dollars and eleven cents, on the day of the date thereof, which period has now elapsed, and the said Deft then and there, in consideration of the premises, promised to pay the amount of said note to the said plaintiffs according to the tenor and effect thereof, and also for that whereas the said Deft. on the 20th day of August 1841 at Union County was indebted, to the said plaintiffs, in one hundred dollars, for the price & value of goods, then & there bargained and sold by the pltffs to the Deft. at his request, & in one hundred dollars for the price & value of goods then & there sold and delivered by the pltffs to Defts at his request. And in one hundred dollars for the price and value of work then & there done & materials found for the same provided by the plaintiffs for the Defendant at his request. And in one hundred dollars for money then & there lent by pltffs to Deft at his request. And in one hundred dollars money then & there paid by plaintiffs for the use of Deft at his request, & in one hundred dollars, then & there received by the Defts for the use of pltffs. & in one hundred dollars for money found to be due from the Deft to the pltffs. on an account then and there stated between them, And whereas the Deft afterwards on the first day of September 1841 in consideration of the premises then & there promised to pay. the said several sums of money to the plaintiffs on request, yet he hath disregarded his promises & hath not paid said several sums of money nor either of them nor any part thereof to the damage of the pltffs one hundred dollars & therefore he brings suit &c by A. Walker Atty for pltffs. And afterwards to wit. on the 29th day of August 1842 the Deft by his Atty Wm C Lawrence filed the following plea to wit, Union Com. pleas April Term 1842. P B Beale adm Robert McGraw against Harriott for the use of J. R. Harriott.

the said pltffs forty one dollars & eleven cents on the day of the date thereof, which period has now elapsed. and the said deft then & there in consideration of the premises promised to pay the amount of said note to said pltffs, according to the tenor and effect thereof, and also for that whereas the said deft on the 20th day of August 1841 at Ural on Co. was indebted to the plaintiff one hundred dollars for the price & value of goods then & there bargained and sold by pltffs to defts at his request & in one hundred dollars for the price & value of goods then & there sold & delivered by the plaintiff to deft at his request, and in one hundred dollars for the price & value of work then & there done, & materials for the same provided by the pltffs, for the deft at his request, & in one hundred dollars for money then & there lent by pltffs to deft at his request, & in one hundred dollars money then & there paid by the pltffs for the use of deft. at his request, and in one hundred dollars then & there received by the deft for the use of pltffs, And in one hundred dollars money found to be due from the deft to the pltffs on an account, then & there stated between them, and whereas the deft afterwards, on the 1st day of Sept. 1842 in consideration of the premises then & there promised to pay the said several sums of money to the pltffs on request, yet he hath disregarded his promise and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the pltffs one hundred dollars & therefore he brings suit &c By A. Hall Atty for Pltffs, And afterwards to wit on the 8. day of Nov. 1842, this cause was continued, And afterwards to wit, on the day & year first herein aforesaid, Came the said McGhain & Harriott by their Atty, & the said P B Cole though solemnly called come not but made default, whereupon it is considered the said pltffs. ought to recover their damages by reason of the premises, & neither party requiring a jury & the Court being fully advised on the premises, do assess the damages of the plaintiffs to twenty three dollars & seventy cents, therefore it is considered by the Court that the said pltffs recover of said deft the said sum of twenty three dollars & seventy cents, their damages aforesaid in form aforesaid assessed, and their costs in this behalf expended taxed at —

State of Ohio Lorain County ss

I John Cassil Clerk of the Court of Common Pleas in & for the County aforesaid, do hereby certify that the foregoing is a true and complete transcript of the complete record in this case in said Court.

Witness my hand & the seal of said Court July 18th 1845

John Cassil Clerk

And the said P B Cole comes & defends & when & where & prays Judgement of the Declaration aforementioned because he says the promises in said Declaration mentioned, if any such were made were & each & every of them was made, by the said P B Cole to Robert McGhvain & Edgar Harriott, late partners in trade under the name of McGhvain & Harriott and not to Robt McGhvan James E Harriott, as alleged in the pltffs said Declaration, and this the said P B Cole is ready to verify. Wherefore as the said Jim Robert McGhvan ~~under the~~ Edgar Harriott under the name of McGhvain & Harriott, is not named in said Declaration, and a wrong name inserted, the said P B Cole prays Judgement, and that the said Declaration may be quashed. &c for his Costs. By Wm C Lawrence his Atty. State of Ohio Union County ss. P B Cole being duly sworn according to law says that the facts stated in the foregoing plea are true as he verily believes P B Cole. Sworn to and subscribed this 29th day of August 1842 Jerry Turner J.P. And afterwards to wit on the 30th day of Aug 1842 It is ordered by the Court, that the pltffs have leave to amend their Declaration in this case & pay the costs, and this cause is continued. And afterwards to wit on the 6th day of October the Plaintiffs by their said Atty. filed the following amended Declaration, to wit Union County Common pleas April Term 1842 McGhvain & Harriott for the use of J E Harriott vs P B Cole, assumpsit, Robert McGhvain & Edgar Harriott partners under the name firm and style of McGhvain & Harriott for the use of J E Harriott Complain of P B Cole in a plea of assumpsit for that whereas the said Cole on the 26th day of June 1841 made his promissory note in writing, at Union County, and delivered the same to the said McGhvain & Harriott, partners as aforesaid & the said Harriott acquired a full & entire interest in said promissory note by purchase, and by the delivery thereof to him from the said McGhvain & Harriott, the interest of said McGhvain & Harriott in said note thereby vesting in said James Harriott, the said Cole thereby promised [illegible]

SUPREME

No. 46-SC-1

Union Common Pleas Court.

William B Irwin et al
Plaintiff,

AGAINST

Commissioners of Union
Defendant.

JUN TERM, 1846
JUN TERM, 1843

Judgment VS Plaintiff

SUPREME

Journal 3 Page 356

Record No. No Record Page

Ex. Doc. Page

Wm B. Irwin &
Cyprian Lee
vs.
The Board of Com=
missioners of
Union County.

} In Error

Bond.

Filed May 12. 1846.
John Cassil Clk
Sup. Court

Know all men by these presents. That we William B Irwin and Cyprian Lee, and Rodney Picket are held and firmly bound unto the Board of Commissioners of Union County, in the penal sum of One Hundred Dollars, to the payment of which, well and truly to be made, we do hereby bind ourselves our heirs, executors and administrators:— Sealed with our seals, and dated this 8th day of May A. D. 1846.

The condition of this obligation is such that whereas the said William B. Irwin and Cyprian Lee have obtained the allowance of a writ of error upon a certain judgment rendered in the Court of Common pleas within and for said County of Union, at the October Term thereof A. D. 1845 in favor of the said Board of Commissioners and against the said William B. Irwin and Cyprian Lee, for the costs of suit, taxed at Two Dollars & Ninety one and a half cents. Now if the said William B. Irwin and Cyprian Lee shall pay said costs and costs that may accrue, in case the said judgment of the said Court of Common pleas shall be affirmed by the Supreme Court, then this obligation shall be void; otherwise it shall remain in full force.

Cyprian Lee (Seal)
Rodney Pickett (Seal)

Approved May 9th 1846
John Cassil, Clerk

Union Sup. Court

Wm B. Irwin & C See

-vs- In Error

The Board of Commissioners of Union County

Filed May 12, 1846

John Cassil Clk

William B. Irwin and Cyprian Lee
vs.
The Board of Commissioners
of Union County

In Error.

And the said William B. Irwin and Cyprian Lee now come and say that in the record and proceedings aforesaid there is error in this, to wit:

That the said judgment was given in favor of the said Board of Commissioners of Union County, whereby the laws of the land it ought to have been given in favor of the said William B. Irwin and Cyprian Lee.

Wherefore the said William B. Irwin and Cyprian Lee pray that a citation and supersedeas may issue, and that the said judgment may be reversed, and that they may be restored to all things which they have lost by reason thereof.

By Otway Curry
Their Attorney.

Union Com. Pleas

See & Irwin

vs } Procedendo

The Board of Commissioners of Union Co. O.

Filed July 27th 1846
John Cassil, Clerk

The State of Ohio, Union County ss.

To the Judges of the Court of Common Pleas within & for said County Greeting

Whereas, in a certain action of Assumpsit, lately before you wherein Cyprian See & Wm B Irwin were Plaintiffs and The Board of Commissioners of Union County Defendant a verdict was rendered by you in favor of the said Board of Commissioners, whereby the said See & Irwin became nonsuit & Judgement rendered against the said See & Irwin for Costs – A Transcript of which Judgement, and of the record in said Action was brought into the Supreme Court within and for said County of Union by our writ of error. and whereas at the June Term of the said Supreme Court AD 1846 On Consideration of said Transcript it was ordered and adjudged by said Supreme Court that the said Judgement be reversed, with Costs – and that a writ of Pro Cedendo, be sent to the said Court of Common Pleas to Proceed without delay to final Judgement between the Parties according to Law.

— You are therefore, hereby commanded that without delay you cause execution to be had of the said Judgement of the Supreme Court according to law The said writ of error to the Contrary notwithstanding – Witness John Cassil Clerk of said Court at the Court House in Marysville this 27th day of July AD 1846

John Cassil Clerk

Union Com^w Pleas

Wm B. Irwin and
Cyprian Lee -

vs

The Board of
Commissioners of
Union County

Filed May 12. 1846
John Cusick Clk

Cost bill made

Recorded. Vol 4. pp 566
567. 568. 569. 570

William B. Irwin &
Cyprian See
~~William B. Irwin~~

v.

The Board of Commis
-sioners of Union County

Pleas before his Honor Joseph R. Shaw Esqr. President, Silas G. Strong James R. Smith and Christian Myers his asso-ciates, Judges at a Court of Common Pleas began and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twenty Eighth day of October in the year of our Lord One thousand eight hundred, and Forty five Be it remembered, that heretofore towit on the 18th day of August, AD 1845. The Parties by their attornies filed herein an agreed Statement of Facts in this Case, which said agreed Statement, reads in the words and figures following towit, "Cyprian See and Wm B. Irwin v. The Board of Commissioners of Union County in Union Com^n Pleas. Aug: Term AD 1845. In assumpsit The Parties herein Come Amicably waiving process &c, and submit this case to the Court for decission upon the following agreed Statement of facts viz: on the 16th day of March 1838. O. Winget and James H. Gill his Security executed to the Treasurer of Union County their Note of Hand. jointly and Severally promising to pay, Two years after date, for the use of said County One hundred and Fifty five dollars with interest payable Annually. Said Winget died intestate, leaving said Note unpaid. On the first day of Nov. 1839. Cyprian See & Wm B. Irwin, the Plaintiffs in this Case, were regularly appointed by this Court Administrators of the Estate of Said Winget, On the 5th day of December 1839. Said Administrators Sold at public Sale the personal prope-rty of said estate including the Old Court House building standing upon a lot belonging to Said County, it being the same building for the absolute property of which, together with a lease for years of the lot on which it stood, said note of Said Winget and Gill was origin-ally given to Said Treasurer. At said Sale Said

building and lease were sold to Robert McBratney and Stephen McLain who, to secure the purchase money therefor executed to said Administrators their two several notes of hand, one for Eighty eight dollars payable December 5. 1840 & the other for ~~[illegible]~~ for Eighty eight dollars and fifty cents payable June 5. 1841. On the 14th day of December 1839. said Administrators believing said estate to be solvent gave to said Commissioners the said Notes of said McBratney and McLain together with the individual due bill of said Administrators for Six dollars and ninety Six cents in all One hundred and Eighty three dollars and Forty Six cents that being the then amount of said Notes given by said Winget and Gill as aforesaid including interest, and said Commissioners received said notes of said McBratney & McLain together with said due bill of said Administrators as payment of said note given as aforesaid by said Winget and Gill. For said payment said Administrators took the receipt of said Commissioners. Said Administrators at the same time lifted said note given as aforesaid by said Winget and Gill out of the hands of said Commissioners & have preserved, and still preserve the same, —

Between three & four years ago said Administrators ascertained that said estate would be insolvent, and they thereupon requested and have since frequently requested said Commissioners to repay the amount thereof, excepting so much thereof as the said Commissioners might be entitled to retain as a pro rata payment, upon the said Claim of said County against said estate; but said Commissioners declined at all times compliance with said request, and still decline compliance therewith unless the Court shall be of opinion that the law of the case, is with the said Plaintiffs. In computing the dividend, to be paid to the Creditors of said Estate Said Administrators have included in the amount of their

liabilities

liability
to said Creditors the whole of said payment to said Commissioners. All of the foregoing facts were known at the times, of the happening thereof and ever since to the said James H. Gill, This suit is brought to recover back, the amount, of said payment made to said Commissioners as aforesaid excep=ting so much thereof as they may be entitled to retain as a pro rata payment, upon said claim of said County against said Estate, Otway Curry, atty for Pltffs.
P.B. Cole,
atty for Deflts,

And afterwards to wit on the 10th day of September AD 1845. Came the Plaintiffs by their atty. and filed herein their Narration which said Narration reads in the words and figures following to wit.

State of Ohio Union County SS. In Union Court Pleas August Term AD 1845. Cyprian See and W. B. Irwin Complain of the Board of Commissioners of Union County in a plea of assumpsit for that whereas C. Winget and James H. Gill his Secu=rity on the 16th day of March, 1838. at the County aforesaid, executed to the Treasurer of said County their Note of hand, jointly and severally, promising to pay Two years after date for the use of said County One hundred and Fifty five dollars, with interest payable Annually, and said Winget died intestate leaving said Note unpaid and the said Plaintiffs Cyprian See and W. B. Ir=win afterwards on the first day of November, 1839. at the County aforesaid were regularly appoin=ted by this Court Administrators of said Winget and the said plaintiffs as Administrators afore=said afterwards on the 14th day of December, 1839 at the County aforesaid believing said estate to be solvent gave to said Commissioners in this Case two several notes of Hand, executed by Robert McBratney and Stephen McLain one for Eighty eight dollars, and the other for Eighty

eight dollars and Fifty Cents together with the individual due bill of said Plaintiffs for Six dollars and Ninety Six cents being in all One hundred and eighty three dollars and Forty Six Cents, as payment of said Note, given by said Wringet and Gill as aforesaid including interest and said Defendants then and there received said Note of said McBratney and McLain together with said due bill of said Plaintiffs as payment, of said Note, given as aforesaid by said Wringet and Gill and afterwards to wit on the 1st day of September A.D. 1841. at the County aforesaid said Plaintiff Ascertained that said estate would be insolvent and they thereupon, then and there requested said defendants to repay the Amount paid as aforesaid by said Plaintiffs to said Defendants And afterwards on the day & year last aforesaid at the County aforesaid the said Defendants in Consideration of the premises promised to pay to the said Plaintiffs the amount of the aforesaid payments, of One hundred and eighty three dollars and Forty Six Cents, yet the said Defendants have disregarded their promises and have not paid said sum of Money or any part thereof and whereas also the said defendants on the 3d day of September 1841. at the County aforesaid were indebted to the Plaintiffs in three hundred dollars for the price and value of Goods then and there sold, and delivered by the Plaintiffs to the Defendants at their request and in three hundred dollars then and there received by the Defendants for the use of the Plaintiffs. And in three hundred dollars found to be due, from the Defendants to the Plaintiffs on an account then and there stated between them And the Defendant afterwards on the day and year last aforesaid in consideration of the premises respectively promised

the said Plaintiffs to pay them the said last mentioned sums of money on request yet the defendants have disregarded their promises and hath not nor hath either of them paid any of the last mentioned moneys or any part thereof to the damage of the Plaintiffs three hundred dollars and thereupon they bring their suit &c. by Otway Curry their atty. —— and afterwards to wit on the 26th day of October AD 1845. the defendants by Cole their atty. filed here in their Plea, which said Plea reads in the words and figures following to wit "Commissioners of Union County ads. Cyprian See and William B. Irwin assumpsit and the said defendants comes and defends &c. and say that they did not assume and promise in manner and form as the said Plaintiffs hath declared against them and of this they put themselves upon the country and the said Plaintiff doth the like by P. B. Cole atty for deft. And afterwards to wit now on this day to wit the 29th day of October AD 1845. Came the Parties by their attorneys and submitted this Cause to the Court upon the issue joined between the Parties and the Court being fully advised in the premises do find that the said Board of Commissioners did not assume and promise in manner and form as the said Wm B Irwin and Cyprian See hath complained against them Therefore it is considered by the Court that said defendants go hence, without day, and recover, of the said Wm B. Irwin and Cyprian See, their costs in this behalf expended taxed to dollars cents

Attest John Casil Clk,

No. 46-SC-1

Union Common Pleas Court.

Cynthia Lee et al adm
Plaintiff,

AGAINST

Commrs of Union County
Defendant.

OCT TERM. 1845

Judgment VS Plaintiff

Judgment VS Plaintiff

Recorded & Indexed

Journal 3 Page 356

Record No. 4 Page 459

Ex. Doc. Page

Union Common pleas:

Cyprian Lee and
Wm. B. Irwin
vs.
The Board of
Commissioners
of Union County

Agreed Statement
of facts.

Filed Aug 18. 1845
John Cassil Clk

Cost bill entered

Recorded

Cyprian Lee, and William B. Irwin
vs.
The Board of Commissioners of Union County.

In Union Common Pleas: August Term, A. D. 1845.

In Assumpsit.

The parties herein come amicably, waiving process &c., and submit this case to the Court for decision, upon the following agreed statement of facts, viz: On the 16th day of March 1838 B. Winget and James H. Gill his security executed to the Treasurer of Union County, ~~their~~ note of hand, jointly and severally promising to pay, Two years after date, for the use of said County, One Hundred and fifty five Dollars, with interest payable annually. Said Winget died intestate, leaving said note unpaid. On the first day of November 1839 Cyprian Lee and William B. Irwin, the plaintiffs in this case, were regularly appointed by this court administrators of the estate of said Winget. On the 5th day of December 1839 said administrators sold at public sale the personal property of said estate, including the old court house building standing upon a lot belonging to said County, it being the same building for the absolute property in which, together with a lease for years of the lot on which it stood, said note of said Winget and Gill was originally given to said Treasurer. At said sale said building and lease were sold to Robert McBratney and Stephen McLain, who to secure the purchase money therefor executed to said administrators ~~their two~~ several notes of hand, one for eighty eight dollars payable December 5th 1840, and the other for eighty eight dollars and fifty cents, payable June 5th 1841. On the 14th day of December 1839 said administrators, believing said estate to be solvent, gave to said Commissioners the said notes of said McBratney and McLain together with the individual due bill of said administrators for six dollars and ninety six cents, in all One

hundred and eighty three Dollars and forty six cents, that being the then amount of said note given by said Winget and Gill as aforesaid, including interest; and said Commissioner received said notes of said McBratney and McLain together with said due bill of said administrators as payment of said note given as aforesaid by said Winget and Gill. For said payment said administrators took the receipt of said Commissioner. Said administrators at the same time lifted said note, given as aforesaid by said Winget and Gill, out of the hands of said Commissioner, and have preserved and still preserve the same. Between three and four years ago said administrators ascertained that said estate would be insolvent; and they thereupon requested and have since frequently requested said Commissioner to repay the amount thereof, excepting so much thereof as the said Commissioner might be entitled to retain as a pro rata payment upon the said claim of said County against said estate; but said Commissioner declined at all times compliance with said request, and still decline compliance therewith, unless the Court shall be of opinion that the law of the case is with the said plaintiffs. In computing the dividend to be paid to the creditors of said estate, said administrators have included in the amount of their liability to said creditors the whole of said payment to said Commissioner. All of the foregoing facts were known, at the times of the happening thereof, and ever since, to the said James H. Gill.

This suit is brought to recover back the amount of said payment made to said Commissioner, as aforesaid, excepting so much thereof as they may be entitled to retain as a pro rata payment upon said claim of said County against said estate.

Otway Curry
Atty for Pltffs
P Bleale Atty for Defts

Union Common pleas

Cyprian Lee aied
Wm B. Irwin,
vs.
The Board of
Commissioners of
Union County.

Nar.

Filed sept 10th 1845
John Capsil, clerk

Recorded

The State of Ohio } In Union Common pleas:
Union County ss } August Term, A. D. 1845.

Cyprian Lee and William B. Irwin complain of the Board of Commissioners of Union County in a plea of Assumpsit, for that whereas C. Winget and James H. Gill his security on the 16th day of March 1838, at the county aforesaid, executed to the treasurer of said County their note of hand, jointly and severally promising to pay, Two years after date, for the use of said County, One Hundred and fifty five dollars, with interest payable annually; and said Winget died intestate, leaving said note unpaid; and the said plaintiffs Cyprian Lee and William B. Irwin afterwards, on the first day of November 1839, at the county aforesaid, were regularly appointed by this court administrators of the estate of said Winget; and the said plaintiffs, as administrators aforesaid, afterwards, on the 4th day of December 1839, at the county aforesaid, believing said estate to be solvent, gave to said Commissioners, the Defendants in this case, two several notes of hand, executed by Robert McBratney and Stephen McLain, one for eighty eight dollars and the other for eighty eight dollars and fifty cents, together with the individual due bill of said plaintiffs for six dollars and ninty six cents, being in all one hundred and eighty three dollars as payment of said note given by said Winget and Gill as aforesaid, including interest; and said Defendants then and there received said notes of said McBratney and McLain, together with said due bill of said plaintiffs, as payment of said note given as aforesaid by said Winget and Gill; and afterwards, to wit on the 1st day of September 1841, at the county aforesaid, said plaintiffs ascertained that said estate would be insolvent, and they therefore then and there requested said Defendants to repay the amount paid as aforesaid by said plaintiffs to said Defendants;

and afterwards, on the day and year last afor said, at the County afor said, the said defendants, in consideration of the promises, promised to pay to the said plaintiffs the amount of the afor said pay = ment of One Hundred and eighty three ~~Dollars~~ and forty six Cents; yet the said defendants have disregarded their promise, and have not paid said sum of money, or any part thereof;

And whereas also the defendants on the third day of September 1841, at the County afor said, were indebted to the plaintiffs in Three Hundred Dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the Defen = dants at their request;

And in Three Hundred Dollars for money then and there received by the ~~[illegible]~~ defendants for the use of the plaintiffs:

And in Three Hundred Dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them:

And the defendants afterwards, on the day and year last afor said, in consider = ation of the premises respectively, promised the said plaintiffs to pay to them the said last menti = oned sums of money on request; yet the de = fendants have disregarded their promises, and have not nor hath either of them paid any of the said ~~[illegible]~~ last mentioned moneys or any part thereof; to the damage of the plaintiffs of Three Hundred Dollars, and thereupon they bring their suit, &c.

By Otway Curry
their Atty.

Commissioners of
Union Co.

ads } Plea
}

See & Jurin

Filed
october
26th
1845

John Cassil

Commissioners of
Union County
ads
Cyprian Lee and
Appa B Irwin } Assumpsit

And the said defendants come and defend &c and say that they did not assume and promise in manner and & form as the said plaintiffs hath declared against them & of this they put themselves upon the Country & the said plaintiffs doth the like By P B Cole atty for Defts

Union Supreme Court

Irwin & Lee

vs

Commissioners

Precipe

Filed April 30th 1844

John Capsil, Clerk

William B. Irwin & Cyprian Lee,
vs.
The Board of Commissioners
of Union County.

In Assumpsit.

Judgt for Defendants,
in Union Common pleas,
at October Term A. D. 1845

The Clerk of the Supreme
Court will issue a writ of error in
this Case, to remove the same to
the Supreme Court.

Otway Curry
Atty for Plffs.

Dated April 30th 1846

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

No. 46-SC-2

Union Common Pleas Court.

Moses Stellington
Plaintiff,

AGAINST,

Alex Stellings et al
Defendant.

April 1846,
Judg vs Defendt,-

Journal 3 Page 387

Record No. 4 Page 527

Ex. Doc. Page

Union Com. Pleas.

Moses Fullington
vs.
A. Stillings et al

Praecipe
in assumpsit.

Filed Oct 28. 1840
John Cassil clk

Moses Fullington
vs.
A. Stillings
James Stillings
Thomas Stillings

In Assumpsit
Damages $300,00

Upon a Summons
returnable forthwith. Endorse, "Suit brought on a note of hand given by Defendants to plaintiff or order for four Hundred and Eighty Dollars, dated December 20th 1843 and due one year after date. Also for goods sold & delivered, Money had & received, &c.

Damages Claimed $300,00

To the Clerk
of Union Common Pleas

Allison & Owen
Attys for Plff:

Oct. 28th 1845.

In Union Com Pleas

Moses Fullington
vs
A. Stillings et al

Assumpsit — Narr

Filed Dec. 8th 1845
John Capsil, Clerk

Last bill [illegible]

Recorded in Supreme Court

Recorded.

Allison & Curry

The State of Ohio } Court of Common Pleas. Of Union County.
Union County SS } Of the Term of October A.D. 1845.

Moses Fullington complains of A. Stillings, James Stillings, and Thomas Stillings, in a plea of Assumpsit, For that, whereas, the defendants on the twentieth day of December A.D. 1843, at the County of Union aforesaid, made their promissory note in writing, and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff or order, Four hundred and Eighty dollars, one year after the date thereof, which period hath now elapsed.

And whereas, also, the defendants on the first day of October A.D. 1845, at the County aforesaid, were indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff, to the defendants at their request;

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

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

And in three hundred dollars, for money found to be due from the defendants, to the plaintiff on an account then and there stated between them;

And the defendants afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively promised the plaintiff to pay him the several moneys hereinabove mentioned, on request; yet the defendants have disregarded their last mentioned promises, and have not paid any of the said moneys, or any part thereof, to the damage of the plaintiff three hundred dollars; and therefore he brings his suit. &c.

By Allison & Curry
His Attys

Union Com Pleas

A. Stillings et al

vs.

Moses Fullington

Plea

Filed April 14. 1846

John Canil Clk

A. Stillings et al.
vs.
Moses Zulling et al.

Union Common Pleas for April Term 1848.

Come the said A. Stillings Thomas Stillings and James Stillings come and defend and say that they did not promise in manner and form as the said plaintiff hath alleged and of this they put themselves upon the country. And the said plaintiff doth the like.

By C. Stillings Atty for the Defendants.

The plaintiff's attorneys will take notice that the defendants will on the trial of this cause insist that there is a large amount of usury in the note on which this suit is brought, also that the credit on that note is not dated till some time after the payment of the same, to wit, the time of two months, also that it is not the full amount of that payment by a deficiency of $20.00

By Edward Stillings Plaintiff's atty.

Suit brot on a Note of hand given by Defendants to Plaintiff or order for Four hundred and Eighty dollars dated December 20th 1843 and due One year after date
Also for Goods sold & delivered money had and received &c damages Claimed
$300.00
Oct 28. 1845

Allison & Curry Attys
for Plff.

Writ Cons Plea
Moses Fullington
vs
Defendants

Service — $0-75
Copies — 60
Mileage — 25
$1.60
Oct. 30th 1845
John Caffie, Clerk

Served by certified Copy of this writ to the within Defendants
Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon A. Stillings, James Stillings and Thomas Stillings

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

in a plea of Assumpsit damages ——— 300,, dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 28 day of Oct A. D. 1845

John Cassil CLERK.

Union Sup. Court.

Alex. Stillings et al

vs.

Moses Fullington

Writ. - Supersedeas.

Service ---- $0 35
Mileage --- 40
$0,75

Wm McRobinson
Sheriff

Filed October 20. 1846
John Boyd. Clerk.

July 2nd 1846 - Served on Moses Fullington
the plaintiff -
Wm McRobinson Sheriff

The State of Ohio Union County ss.

To the Sheriff of Said County Greeting.

We Command you, that you forbear all further proceedings upon a Judgement rendered in a certain Action of Debt in our Court of Common Pleas in and for the Said County of Union at the April Term thereof AD 1846. in favor of Moses Fullington and against Alexander Stillings James Stillings and Thomas Stillings for the sum of $210.71 damages and $4.97 cents Costs and which said Judgement for causes of error to be Corrected, on the Complaint of the Said Alexander Stillings James Stillings and Thomas Stillings we have Caused to be brought into our Supreme Court by our writ of error. And also that you give notice to the Said Moses Fullington that a writ of error has been allowed upon Said Judgement and also that you Cite the Said Moses Fullington to appear before the Judges of our Supreme Court at the Court House in said County on the first day of the next Term of the Said Supreme Court to Show cause if any there be, why the Said Judgement Should not be reversed, & why Speedy Justice Should not be done to the Parties in that behalf. - And this do as you Shall answer the Contrary at your Peril — Witness John Cassil Clerk of Said Court at the Court House in Marysville this 1st day of July AD 1846.

John Cassil Clerk

Unites Sup Court

M. Fullington

v

A Stillings et al

Filed July 1. 1846

Joh Carnil Clk

Moses Fullington
vs
Alexander Stillings
James Stillings &
Thomas Stillings

Judgt in Comn Pleas Union Co
Ohio

The Clerk will please issue a
Writ of error in this Case &
Supersedeas - June 29. 1846.

A. Stillings.

John Cassil Clerk,

Ulster Sup Court

M. Fullington

vs

A. Stillings et al

Filed July 1. 1846

John Cassidy Clk

Know all men by these presents that we Alexander Stillings, Thomas Stillings, James Stillings and Amos A. Williams do acknowledge ourselves to be held and firmly bound to Moses Fullington in the sum of four hundred and twenty five dollars, for the payment of which we do hereby bind our heirs, executors and administrators. The condition of this obligation is such that whereas a judgment was recovered in the April Term, 1846 in Common Pleas, for the sum of $210 71/100 damages $10 27/100 costs &c in favor of the said Moses and against the said Alexander Thomas and James; and whereas also the said judgment and pleadings thereunto are removed by writ of Error into the Supreme Court; now therefore if the said Alexander Thomas and James shall pay the said sum damages and costs if the said judgment and proceedings be affirmed in the Supreme Court, and also such other damages and costs as may be assessed by said court, then and in that case this obligation shall be void and of no effect; otherwise to remain in full force. In testimony whereof we do hereunto set our hands and seals this 29th day of June 1846.

A. Stillings (L.S.)
Thomas Stillings (L.S.)
James Stillings (L.S.)
Amos A. Williams (L.S.)

311

Union Supreme Court

Moses Fullington
vs
Alexander Stillings et, al

Transcript

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 Journal of said Court to wit;

Moses Fullington vs Alexander Stillings James Stillings & Thomas Stillings } April Term 1846 In Assumpsit

This day came the parties by their Attorneys. And Submitted this Cause to the Court upon the issued joined between the parties and the Court being fully advised in the premises do find that the said Alex. Stillings James Stillings and Thomas Stillings. did assume and promise in manner and form as the said Moses Fulling hath complained against them and they assess the damages of the said Moses Fullington by reason thereof to Two hundred and Ten dollars & Seventy one cents (210.71). Therefore it is considered that the said Moses Fullington recover of the said Alex. Stillings James Stillings and Thos Stillings the said Sum of Two hundred and ten dollars and Seventy one cents his damages aforesaid in form aforesaid assessed and also his costs in that behalf expended.

Taxed to dollars

Notice of appeal by Defendant

Witness my hand, and the seal of said Court this 13th day of July 1847

John Cassil Clerk

A. Stillings
vs
William Reed } Judgement May Term 1845
in favor of Deft
X Issue an execution for Costs in
the above case Sept. 16 1845
P. B. Veale Atty for Deft

Ex Docket Page 356

Moses Fullington
vs
Alexander Billings &
James Billings &
Thomas Billings

Debt	$210.71
Costs	4.54
Damages in the court	11.32
costs " "	5.36
Ex	1.91
Ser'h	.41

Returned

August 9. 1847 Received this writ,
October 2nd 1847 made on this execution Two hundred and fifty seven dollars and fifty seven cents that being in full except costs.
Fees= Poundage $5.14

Philip Snider Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the Court of Common Pleas of the County aforesaid begun and held at the Court House in the town of Marysville on the sixteenth day of April A D 1846. Moses Fullington recovered against Alexander Stillings James Stillings and Thomas Stillings. as well the sum of two hundred and ten dollars and seventy one cents for his Damages. as also the sum of four dollars and ninety seven cents for his Costs and Charges in that behalf expended as of record is manifest. And whereas also the said Moses Fullington at the Supreme Court begun and held at said Court House on the fourteenth day of July A D 1847 recovered a further judgment against said Alexander Stillings James Stillings and Thomas Stillings for the sum of Eleven dollars and thirty two cents Damages. upon the aforesaid judgment recovered as aforesaid in said Court of Common Pleas. And also the sum of five dollars and thirty six cents for their additional costs and charges in that behalf in said Supreme Court expended. all of which of record is manifest. And whereas also said Supreme Court at the time last aforesaid did by their mandate sent by them down to our said Court of Com. Pleas. Direct said Court of Com. Pleas to convey into execution the aforesaid judgment as is also of record manifest. You are therefore commanded that you expose to sale those goods & chattles of A Stillings etals to wit. 12 head of three years old Steers 4 head fat Cows 1 Brown Horse 7 years old 1 Sorrel Mare 5 years old 1 Sorrel Horse 4 years old. 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. You cause to be made the Debt damages and costs aforesaid with interest thereon from the sixteenth day of April A D 1846 until paid also the sum of One dollar & nine ty one cents the costs of increase on said judgment. and accruing costs. And that you have these moneys before said Court at the Court House aforesaid. on the first day of our next term to render unto the said Moses Fullington. 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 twelfth day of August A D 1847.

John Cassil Clerk

Ex. Dock P. 398

M. Fullington

v

Alexr. Stillings
James Stillings &
Thos Stillings

Dam	210.71
Cost.	4,97
Writ	41

Service - - -	$0.35
Levy - - - - -	35
Milege - - -	30
Bond - - - - -	50
	$1,50

Wm M Robinson
Sheriff

Filed July 16. 1846
John Cassil Clk

Received this writ May 19th A D. 1846. Seized June the 8th 1846. on 12 - Three year old Steers, Four Head of Cows, one Brown Horse 7 years old, one Sorrel Mare 5 years old, one Sorrel Horse 4 years old - at the request of the Defendant Sept. said goods & chattels in his possession and took Bonds for Four Hundred Dollars - for the redelivery of said goods

Further proceedings Stayed by Surrenders &c
July 1st A D 1846 - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14. day of April A. D. 1846.

Moses Fullington

recovered against Alexander Stillings James Stillings & Thomas Stillings

as well as the sum of Two hundred & ten dollars and Seventy One cents for ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 4,97 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Alexander Stillings James Stillings & Thomas Stillings

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Sixteenth day of April A. D. 1846, until paid: also the sum of $ the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Moses Fullington

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 19th day of May A. D. 1846.

John Cassil *Clerk*

Supreme Court

No. 46-SC-3

Union Common Pleas Court.

Twenty Jennings & Co
Plaintiff,

AGAINST

W. W. Woods, et al,
Defendant.

July 1847
In Error
Judg vs Plaintiff

Supreme Court

Journal 1 Page 1 & 3

Record No. 1 Page 425

Ex. Doc. Page

In Union Com Pleas

Tweedy, Lemmon, & Co
vs
Wm W. Woods, et als

Praecipi

Filed June 5th 1845
John Cassil, Clk

B M B Allison

Oliver B. Tweedy
Edward Lemmings
John G. Plimpton &
Rodman G. Moulton
Partners under the name
& firm of Tweedy, Lemmings & Co
vs
William W Woods
Reuben P. Mann &
Samuel Woods

In Debt - Debt 262 dollars -
Damages 300 dollars -

Issue a summons returnable next term - Indorse, "Suit brot on promissory note under seal given by defendants to one James E. Harriott (and assigned by said Harriott to plaintiffs,) for two hundred and sixty two dollars, Dated June 1st 1844, and payable one year from date - &c Also for goods sold &c, ~~&c~~ claimed as due Debt 262 dollars. damages 300 dollars.

C W B Allison - Atty for Pltffs

To the Clerk of Union Com. Pleas.

June 5th 1845

Woods et al
vs } Ass't of Issue
Tweedy Jenny & Co

Filed July 5th 1869
John Cassil clk

Lucedy Jennys & Co
vs
Wm Woods Reuben
P. Mann & Samuel

Assignment of Errors

And the said Wm Woods, R. P. Mann and Samuel Woods now come and say that there is error in the judgement and proceedings in this case below in this to wit —

1st Said Judgement was rendered ~~in favor~~ against the said R P Mann and Samuel Woods with the said Wm Woods all as principals. Whereas the said R P Mann and Samuel Woods are only securities — and are so designated on the note — as appears upon the face thereof —

2d the declaration and matters therein contained are not sufficient in Law to maintain the said action —

3d the judgement was in favor of the said Plffs when by the laws of the land it should have been in favor of the Defendants

Wherefore the said

pray the Court that the said judgement may be reversed and that they may be restored to all things they have lost by reason of pronouncing

By P. B. Cole their Atty

Trov de St al

vs

Lucedy Jennys & al

Brief

Filed July 12th 1847
John Lapoil, Clerk

By McCloskey

Mr Woods et al
vs
Lowry, Jenny & Co } In Error

To sustain Error in this case the pltffs rely ~~upon~~ upon the 26th section of the statute regulating judgments & Executions Page 481 & 2, -- and claims that it was error in the court below not to take notice of the fact that part of the signers of the note were sureties - as that fact clearly appears upon the face of the note.

Filed June 27. 1846
Joh Carrel Clk

Lincoln Jennings & Co.
vs
William W Wolfe

Judgement in Com
Pleas Union Co. Ohio

The Clerk will please to issue
a Writ of error in this Case & supersedeas.

June 27th 1846.

P B Cole

To John Carrel Clerk

suit but on promissory note under seal given by Defendants to one James C. Harriott, (and assigned by said Harriott to plaintiffs) for two hundred and sixty two dollars, Dated June 1st 1844, and payable one year from date, &c Also for goods sold &c Claimed as due Debt 262 dollars Damages 300 dollar,

C. W. B. Allison - Atty for Plffs

Debt, promissory note

W. W. Woods et ale

Service —	$0-75
Copys —	60
Mileage —	25
	$1,60

Filed June 26th 1845
Arthur Cassidy Clk

Served June 6th AD 1845 on W. W. Woods & R. P. Mann - by delivering a copy of the original writ personally to them — Served June 17 th on Samuel Woods by delivering a copy of this writ personally to him —

Wm M. Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon William W. Woods, Reuben P. Mann & Samuel Woods

to appear on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto Oliver B. Tweedy, Edward Jennings, John G. Plimpton & Rodman G. Moulton, Partners under the name & firm of Tweedy, Jennings & Co.

in a plea of Debt damages Three Hundred dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this 5th day of June A. D. 1815

John Cassil CLERK.

Union Sup. Court.

M. W. Woods.

adv.

Tweedy & Dennings & ao.

Bond. - in Error

Filed July 2. 1846
John Carel Clk

Know all men by these presents, that we William W. Woods, Reuben P. Mann, Samuel Woods, of Union County Ohio are held and firmly bound unto Tweedy Jennings & Co. in the penal sum of Five hundred & Sixty two dollars. — To the payment of which well and truly to be made, we do by these presents jointly and severally bind ourselves, our heirs executors and Administrators, sealed with our seals, and dated this 27th day of June AD 1846. The Condition of this obligation is this that whereas the said W. W. Woods has obtained an allowance of a Writ of Error upon a Certain Judgement rendered in the Court of Common Pleas within and for said County of Union at the April Term thereof AD 1846 in favor of the said Tweedy Jennings & Co. and against the said W. W. Woods, Reuben P. Mann & Samuel Woods for the sum of Five hundred Sixty two dollars Debt Thirteen dollars & Sixty Seven Cents Damages and Five dollars & Forty three Cents Costs — Now if the said W. W. Woods Reuben P. Mann & Samuel Woods shall pay the Condemnation Money and Costs in Case said Judgement of the said Court of Common Pleas shall be affirmed by the Supreme Court in whole or in part then the obligation shall be void, otherwise in full force in law,

Taken by me, this 27th day of June AD 1846.
Clerk Sup. Court
Union County

W. W. Woods (Seal)
(Seal)
Samuel Woods (Seal)
Thomas Turner (Seal)
(Seal)

Notice of Appeal by Defendants
Witness Ry Francis, Recd the 18th day
of March Court this 13th day
of May 1871
John Davis Clerk

Union Supreme Court

Sweedy Jennings Plaf
vs
W W Woods et al

Transcript

The State of Ohio Union County ss

I. John Cassil. Clerk of the Court of Common Pleas in and for said County. do hereby certify that the following entry is truly copied from the Journals of said Court to wit;

Tweedy Jennings & Co vs W. W. Woods Reuben P. Mann & Samuel Woods } April Term 1846 Debt.

This day came the Plaintiffs by their Attorney. And the said Defendants though solemnly called came not but made default.

Whereupon it is considered that the said Plaintiffs. ought to recover their debt against the said Defendants W. W. Woods Reuben P. Mann & Samuel Woods and his damages by reason of the detention thereof. and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said W. W. Woods Reuben P. Mann and Samuel Woods doth owe the said Tweedy Jenning & Co the sum of Two hundred sixty two dollars and do assess their damages by reason of the detention thereof to thirteen dollars and sixty seven cents therefore it is considered that the said Tweedy Jenning & Co. recover of W. W. Woods. Reuben P. Mann and Samuel Woods the said sum of Two hundred & sixty two dollars Debt aforesaid and the said sum of Thirteen & 67/100 dollars Damages aforesaid assessed and also their costs in this behalf expended taxed to dollars cents

In Union, Supreme Court

Freedy, Deming, & Co

vs

Wm W Woods et al

In Error

Decree

Filed July 13th 1849

John Carrel Clerk

Sup Court

C W B Allison

Tweedy, Jennings & Co
vs
Wm W Woods et als

In Supreme Court. Union Co.
In Error.

And the said Tweedy, Jennings & Co. come and say, that there is no error, either in the record and proceedings aforesaid, or in giving the judgment aforesaid; and therefore they pray that the said judgment may be affirmed and that their costs and penalty may be adjudged to them. &c

By C W B Allison their Atty.

In Union Com Plas

Lucedy Jennings & Co
vs
Wm. W. Woods et als

Nar

Filed Sept 20. 1845.
John Cassil
Clk

Cost bill mod

Recorded in Supreme Court

M B Allison

Recorded

The State of Ohio } Court of Common Pleas
Union County SS } of Union County, Ohio
August Term A.D. 1845
Oliver B. Tweedy.

Edward Lennings, John G. Plimpton and Rodman G. Moulton, partners under the name and firm of Tweedy, Lennings & Co. Complain of William W. Woods, Reuben P. Mann, and Samuel Woods, in a plea of debt. For that whereas, the defendants, on the first day of June A.D. 1844, at the county of Union aforesaid, by their certain writing obligatory, commonly called a promissory note, sealed with their seals, and to the court here now shewn, bound themselves to pay unto one James E. Harriott or bearer, the sum of two hundred and sixty two dollars, one year after the date thereof, which period hath now elapsed; and the said James E. Harriott then and there indorsed the said sealed promissory note to the plaintiffs; whereof the defendants then and there had notice; and in consideration of the premises, the defendants then and there agreed to pay the amount of said sealed note to the plaintiffs according to the tenor and effect thereof, whereby an action hath accrued to the plaintiffs to demand and have from the defendants the said sum of two hundred and sixty two dollars; yet the defendants nor both either of them have not paid the same, or any part thereof.

And whereas, also the defendants on the fourth day of June A.D. 1845 at the County of Union

aforesaid, were indebted to the plaintiffs in the sum of three hundred dollars for the price and value of goods, then and there ~~sold~~ bargained by the plaintiffs to the defendants, at their request;

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

And in three hundred dollars, for money then and there paid by the plaintiffs, for the use of defendants at their request; which said several moneys were to be respectively paid by the defendants to the plaintiffs on request, Yet the defendants have not ~~paid any of paid~~ nor hath either of them paid any of the said moneys or any part thereof, to the plaintiffs' damage of three hundred dollars, and thereupon they bring their suit, &c

By C M B Allison, their Atty.

Union Sup. Court

M. N. Woods et al

adv.

Tweedy Jennings & Co.

Writ. Supersedeas &c

Service - - - $0,35

Mileage - - - 5

40

Jno. M. Robinson

Sheriff.

Filed October 29. 1846

John Cassil Clerk

July 3rd 1846 - Tweedy Jennings & Co

vs Lewis, Service on Writ — Mileage —

Jno. M. Robinson Sheriff

The State of Ohio Union County. ss.

To the Sheriff of Said County Greeting

We Command you, that you forbear all further proceedings upon a Judgement rendered in a Certain Action of Debt, in our Court of Commons Pleas in and for the Said County of Union at the April Term thereof AD 1846. in favor of Tweedy Jennings & Co. and against William W. Woods, Reuben P. Mann & Samuel Woods, for the sum of $262.00 Debt $13.67 damages and $5.43 Costs and which Said Judgement for Causes of Error to be corrected on the Complaint of the Said W. W. Woods R P Mann & Samuel Woods we have Caused to be brought into our Supreme Court by our writ of error And also that you give notice to the Said Tweedy Jennings & Co that a Writ of error has been allowed upon Said Judgement And also that you Cite the Said Tweedy Jennings & Co. to appear before the Judges of our Supreme Court at the Court House in said County on the first day of the next Term of the Said Supreme Court to Show Cause if any there be why the Said Judgement should not be reversed and why Speedy Justice Should not be done to the parties in that behalf And this do as you will Answer the Contrary at your peril,

Witness John Cassil Clerk of Said Court at the Court House aforesaid this 2nd day of July AD 1846.

John Cassil, Clerk

Tweedy Jennings &c

vs.

Wm. W. Woodz et al

Filed May. 25. 1846.
John Cassil Clk

Tweedy Lemings & Co
vs
Wm. W. Woods
R. P. Mann &
Saml Woods

Judgment in Union
Com Pleas - April Term
1846

Issue an execution
on the above case -

To John Cassil, Clerk.
May 25th 1846

C. W. Allison Atty for Pltff.

Filed Aug 26 1847
John Carré Clk

1225

Tweedy Fenning & Co
vs
Wm W Woods et als

Judgment in Union Com Pleas.

Issue an execution
August 26th 1847

in the above case,
To John Cassil Clerk

C. M. Allison Atty for Plff

Filed March 30th 1848
John Cassil clerk

Threedy, Jennings & Co
vs
Wm. W. Woods et als

Judgement in Union Com Pleas.

Issue an execution in the above case

To John Cassil Clerk
March 30th 1848

C M B Allison Atty for Plff

Ex Docket Page 399

Tweedy Jennings & Co
vs
W W Woods et als

Debt	$262.00
Dam	13.67
Costs	5.43
Penalty in Supreme Court	14.81
Costs " "	5.52
Int	1.22
Writ	.41

Cr Jany 10. 1848
$294.30

Recorded

Rec'd this writ March 30. 1848 made on the within Twenty five dollars and thirty six cents April 25. 1848

Fees — Service 35
Mileage 15
Postage 50

P. Philips Spider Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting;

Whereas at the Court of Common Pleas of the County aforesaid begun and held at the Court House in the town of Marysville on the 14th day of April AD 1846. Tweedy Jennings & Co recovered against W.W. Woods R.P. Mann & Samuel Woods, as well as the sum of two hundred and sixty two dollars for their Debt as also the sum of thirteen dollars and sixty seven cents Damages, and also the sum of five dollars & forty three cents for their costs and charges in that behalf expended as of record is manifest. and whereas also the said Tweedy Jennings & Co at the Supreme Court begun and held at said Court House on the fourteenth day of July AD 1847. recovered a further Judgment against said W.W. Woods R.P. Mann & Samuel Woods, for the sum of fourteen dollars and eighty one cents Damages upon the aforesaid Judgment recorded as aforesaid in said Court of Common Pleas, and also the sum of five dollars & fifty two cents for their additional Costs and charges in that behalf in said Supreme Court expended, all of which of record is manifest; And whereas also said Supreme Court at the time last aforesaid, by their Mandate sent by them down to our said Court of Common Pleas, Direct said Court of Common Pleas to carry into execution the aforesaid Judgments as is also of record manifest; You are therefore Commanded that of the goods and chattels and for the want thereof of the lands and tenements of the said W.W. Woods R.P. Mann & Samuel Woods, you cause to be made the debt damages and costs aforesaid with interest thereon from the 14th day of April AD 1846. until paid, also the sum of one dollar and twenty two cents, the costs of increase on said Judgment and accruing costs; and that you have the money before said Court at the Court House aforesaid, on the first day of our next term, to render unto the said Tweedy Jennings & 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 30th day of March AD 1848.

John Cassil Clerk

Ex Docket Page 399

Freedy Jenning &c
vs
Wm W Woods & et. als

Debt	$ 262.00
Dam –	13.67
Cost –	5.45
Penalty in lieu cost	14.81
Cost " " "	5.52
Fee	.81
Ret it –	.41

Not given to sheriff by order of Plaintiff

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

Whereas at the Court of Common Pleas of the County aforesaid begun and held at the Court House in the Town of Marysville on the Sixteenth day of April AD 1846. Sweedy Jennings & Co recovered against Wm N Woods, R P Mann & Samuel Woods as well the sum of two hundred and sixty two dollars for their Debt as also the sum of thirteen dollars and sixty seven cents Damages, and also the sum of five dollars & forty three cent for their costs and charges in that behalf expended as of record is manifest; and whereas also the Sweedy Jennings & Co at the Supreme Court begun and held at said Court House on the fourteenth day of July AD 1846, recovered another Judgment against said Wm N Woods R P Mann & Samuel Woods for the sum of fourteen dollars and eighty one cents Damages upon the aforesaid judgment recorded as aforesaid in said Court of Common Pleas and also the sum of five dollars & fifty two cents for their additional costs and charges in that behalf in said Supreme Court expended, all of which of record is manifest; And whereas also said Supreme Court at the time last aforesaid by their Mandate sent by them down to our said Court of Common Pleas, Direct said Court of Common Pleas to carry into execution the aforesaid judgments as is also of record manifest: You are therefore commanded that of the goods and Chattles and for the want thereof of the lands and tenements of the said Wm N Woods R P Mann & Samuel Woods, you cause to be made the debt damages and costs aforesaid with interest thereon from the sixteenth day of April AD 1846 until paid; also the sum of eighty one cents the costs of increase on said judgment, and accruing costs; And that you have these moneys before said Court at the Court House aforesaid, on the first day of our next term, to render unto the said Sweedy Jennings & 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 9th day of August AD 1847.

John Cassil Clerk

Ex Docket: P. 399.

Tweedy Jennings & c

vs

W W Woods

R. P. Mannt

Samuel Woods

Debt	$262.00
Dam	13.67
Costs	5.43

Service	$0.35
Milege	5
	$0,40

Wm McRobinson
Sheriff

Filed July 16. 1846
John Cassil Clk

Received this writ May 26th A D 1846 –
further proceeding Stayed by Supersedeas on July 2nd A D 1846
Wm McRobinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14th day of April A. D. 1846.

Tweedy Bennings & Co

recovered against W W Woods R. P. Mann and Saml. Woods

as well as the sum of Two hundred Sixty Two dollars and ~~cents~~ for their debt, as the sum of Thirteen dollars and Sixty Seven cents, for their damages as also the sum of $5.43 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 W W Woods R P Mann & Samuel Woods

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14 day of April A. D. 1846, until paid: also the sum of $ the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said

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 26 day of May A. D. 1846.

John Cassil *Clerk*

No. 46-SC-5

Union Common Pleas Court.

Priscilla Biggs, Plaintiff,

AGAINST

Wesley Amarine et al, Defendant.

July 1847.
In Supreme Court,
Dower,
Decree for pltf.
Com.

Journal 1 Page 105-
O.C. 4 43-
Record No. 1 Page 433.

Ex. Doc. Page

Su[illegible] No. 4074.

Union Common pleas.

Priscilla Biggs
vs.
Wesley Amoine, et. als.

Amended
Petition for Partition.

Filed Nov. 29th 1845
John Capel, Clerk

Continued under
advisement

Cost bill in Com. Pleas
made

Recorded in Supreme Court

Stanton & Curry
Sol's. for Pet.

the said Wesley Amorin, James Draper, Jacob A. Parthemore, Frederick A. Parthemore, William Reed, Zephaniah Reed, and Anna Reed, may be made defendants to this petition, and that they be compelled to answer the same; and that they state clearly and distinctly the nature and extent of the interest they claim in said premises; and if they claim each to hold separate portions in severalty, that they state how much, and specifically describe what portion is claimed by each.

And your petitioner further prays that reasonable dower in said premises so sold as aforesaid may be assigned and set off to your petitioner in one entire parcel, without regard to the divisions among the several defendants. — And for such other and further relief as equity and good conscience may require.

And may it please your honors, to grant the writ of subpoena.

By Stanton & Curry.
Sol's. for petitioner.

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

Priscilla Biggs, of the County of Ohio in the State of Virginia, represents that Benjamin Biggs, late of said County of Ohio and State of Virginia, departed this life in the year One Thousand Eight Hundred and Twenty Three, leaving your petitioner his widow; — That the said Benjamin Biggs during coverture with your petitioner was seized in fee simple and had an estate of inheritance in the following described Real Estate, situate in the County of Union and State of Ohio, and described as follows: Virginia Military Survey No. 4074 on the Waters of Mill Creek, containing Six hundred acres, more or less, and patented to said Benjamin Biggs; and a certified copy of said patent is herewith filed and marked (B.)

Your petitioner further represents that between the Terms of November A. D. 1823, and April A. D. 1824 of the Court of Common Pleas of Union County Ohio, ~~the said land was~~ and after the decease of said Benjamin Biggs said land was sold by the Sheriff of said Union County to the Farmers and Mechanics Bank of Steubenville, as the property of said Benjamin Biggs, in one entire parcel, except the following described lot, viz: Beginning at the N. W. Corner of said Survey No. 4074; Thence S. 11° E. 158 poles to an elm and ash passing a sugar and dogwood, at 118 poles; Thence N. 80° E. 150 poles to a hickory; Thence N. 11° W. 158 poles passing two Beeches and a Sugartree at 40 poles, to three Sugartrees in the original North line of said Survey, and in the South line of Survey No. 4075; Thence S. 80° W. 155 poles to the beginning; ~~which~~ remains unsold; and the Dower of your petitioner in said unsold lot has been assigned, and set off to her. And the said premises so sold as aforesaid have by divers certain Conveyances from said Bank, and from those claiming under it, come into the hands

of Wesley Amrine, James Draper, Jacob A. Parthemore, Frederick A. Parthemore, William Reed, Zephaniah Reed, and Anna Reed, who are now in possession of said premises, claiming title thereto; but your petitioner is not advised of the nature or extent of the interest claimed by each of said Claimants, whether they hold the same as joint Tenants, Tenants in Common, or whether each claims a portion of said premises in severalty; nor, if held in severalty, is your petitioner advised how much is claimed by each, nor in what part of said premises the portion claimed by each is located. But your petitioner alleges, and so the truth is, that said premises so sold as aforesaid were sold in one entire parcel, and that she is entitled to have her dower set off and assigned to her in a single tract for the entire premises so sold as aforesaid, without regard to any subdivisions that may have been made by subsequent purchasers, who had notice of her claim. And if in such assignment any purchaser of any part of said premises should be compelled to have too large a proportion of his lands set off to satisfy the claim of your petitioner, that such purchaser must look to the owners of the residue for contribution.

Your petitioner further represents that at the time of the death of said Benjamin Biggs she resided, and has ever since resided, and still resides "beyond Seas," to wit, in the State of Virginia; — and that on or about the 20th day of January A. D. 1845 she in a peaceable manner requested the above named Claimants of said premises to assign reasonable dower in said premises to your petitioner, which they refused to do.

Your petitioner therefore prays that

Discontinued as to Dep. Reed

A Form of Proc. has not been adopted

Survey No. 4074

Union Com Pleas

Priscilla Biggs
vs
Wesley Swain
and others

Petition for Damn

Filed May 27th 1845
John Caffee, Clerk

B. Stanton Pltf

To the Court of Common Pleas for the County of Union and State of Ohio; in Chancery sitting:

Priscilla Biggs of the County of Ohio in the State of Virginia represents that Benjamin Biggs late of said County of Ohio and State of Virginia departed this life on or about the twentieth day of December A.D. 1825, leaving your petitioner his widow. That the said Benjamin Biggs during coverture with your petitioner was seized in fee simple and of an estate of inheritance in the following described real estate situate in the County of Union and State of Ohio, and described as follows, Virginia Military survey No 4074 on the waters of Mill creek, and patented to the said Benjamin Biggs, containing six hundred acres more or less. That some time prior to the 20th of June A.D. 1833, said premises were sold in an entire tract by the Sheriff of Union County to the Farmers & Mechanics Bank of Steubenville. That they have by successive conveyances from said Bank come into the hands of ~~William Blan~~ Wesley Irwin, Abraham Irwin, James Drapier, Jacob A Pathmon, Frederick Pathmon, William Rud, Daniel Rud, Zephania Rud, Anna Rud and ~~Harrison Shaw;~~ who are now in possession of said premises claiming title thereto. Your petitioner is not advised of the nature or extent of the interest claimed by each of said claimants, whether they hold the same, whether they hold as joint tenants, or tenants in common, or whether each claims a portion of the premises in severalty; nor if they hold in severalty how

much is claimed by each, nor in what part of the survey the portion claimed by each is located. But petitioner alleges and so the truth is that said premises were alienated as the property of her said husband in an entire tract, and that she is entitled to have her dower set off and assigned to her in a single tract for the entire survey, without any regard to any subdivisions that may have been made by subsequent purchasers, who had notice of her claim; And if in such assignment any purchaser of any part of said premises, should be compelled to set off too large a portion of his lands to satisfy the claim of petitioner, that he must look to the owners of the residue for contribution. Your petitioner further represents, that on or about the 20th day of January A.D. 1845, she in a peaceable manner requested the above named claimants of said premises, to assign reasonably dower in said premises to your petitioner, which they refused to do. Your petitioner therefore prays that the said Wesley Swim, Abraham Swim James Brown, Jacob A Parthemore, Frederick Parthemore, William Reed, Daniel Reed Josphania Reed, Anna Reed, & ~~Harrison Reed Wham~~ may be made defendants to this petition, that they may answer the same and that they may clearly and distinctly state the nature and extent of the interest they claim in said premises, and if they each claim to hold different portions in severalty that they may state how much and specifically describe what portion is claimed by each.

And that reasonable dower in said premises may be assigned and set off to your petitioner, in one entire parcel without regard to the divisions amongst the named defendants. And for such other and further relief in the premises as equity and good conscience may require; And may it please your honors to grant the writ of subpoena.

B. Stanton
Sol for Compltd.

Priscilla Biggs
vs
Wesley Amim
Abraham Amim
James Draper
Jacob A Parthemore
Frederick A Parthemore
William Rud,
Daniel Rud discont.
Zephania Rud
Anna Rud &
~~Harrison Shan~~

Petition for Dower

Issue subpoena for defendants to Shff of Union County returnable fourthwith.

Clk. U. C. P.
May 27. 1845.

B. Stanton
Sol for Compltd.

Union Cont Plea

Priscilla Biggs

v Bond for Costs

Wesley Amrine et al

Filed Sept 19. 1845

John Cassil Clk

Know all men by these presents that we. Priscilla Biggs and W. H. Frank are held and firmly bound unto Wesley Amaine et als. in the penal sum of Two Hundred dollars, lawful money. To the payment of which well and truly to be made, we bind ourselves, heirs, executors and Administrators firmey by these presents signed and sealed by us this 29th day of September AD 1845—
The Condition of this obligation is this, Whereas the said Priscilla Biggs has filed her petition for dower, in the Union County Common Plea Court, against the said Wesley Amaine et, als,. Now if the said Priscilla Biggs — pays all ~~damages~~ and Costs that may be awarded against her in said Case, then this bond to be of no effect otherwise in full force, in Law,

W. H. Frank. Seal

Priscilla Biggs } Intestate was seized of two
Wm. Blue et al } tracts of land, survey, 4704 & 4705
in Union County. Attach
ment was issued against
Biggs in day in Vt. & prop. sold under the
attachment - Sept. Nov. 1823, & sale shall stand
stay by Spring T. 1824

1 Can Petition proceed against all jointly or
against each separately.

2. Can she have assignment according to the
value at time of assignment, including the
improvements.

1. ~~subsequent~~ division made subsequent
to the death.

10 Ohio 498, where lands have descended to
heirs without being alienated in the lifetime
of the intestate
claimed by counsel, that in the case on time
the same rule applies, as in case of alienation
by heir.

Allison 8 Ohio R. 418
Judgt in attach before
death of Biggs.

Defr. claims that assignment must be made
on each portion or subdivisions separately
rule in 8 Ohio claimed by Defts.
p 463

Lawrence

County Deposi. of Metcalf shows that Pltff was the
wife of Benjamin Biggs -
Prentiss case 7. Ohio Rep. Cond. R 466 -

Notice to Defts 11 - same as heirs & presumption that
dower right is outstanding -

4074

Priscilla Biggs
vs.
Wesley Amin et al

Rep. to Wm Reed's
answer.

Filed July 28. 1846
John Cassil Clk

Priscilla Biggs
vs.
Wesley Amerine et al

In Chy
Pet. for Dower

And the said Priscilla Biggs comes and says that the matters and things set forth in her said petition are true in substance and in matter of fact, and that the matters and things set forth in the separate answer of the said William Reed contrary thereto are untrue, and this he is ready to make appear as by this court shall be directed

By Stanton & Curry
her Solicitors.

Priscilla Biggs
vs
Wesley Armington et al

Appeal Bond

Filed Nov. 13th 1846
John Capil Clerk

Know all men by these presents, that we Priscilla Biggs and William H. Frank are held and firmly bound unto Wesley Amrine James Draper Jacob A. Parthemore, Frederick A. Parthemore, William Reed, Zephaniah Reed, and Anna Reed in the penal sum of Two Hundred Dollars, to the payment of which, well and truly to be made, we do hereby bind ourselves our heirs executors and administrators sealed with our seals and dated this 12th day of November A. D. 1846.

The condition of the above obligation is such that whereas the said Priscilla Biggs has taken an appeal from a certain decree rendered in the Court of Common Pleas within and for the County of Union and State of Ohio, at the October Term thereof A. D. 1846, endowing said Priscilla Biggs of one equal third part of the lands described in the petition filed by said Priscilla Biggs against the said Wesley Amrine, James Draper, Jacob A. Parthemore, Frederick A. Parthemore, William Reed, Zephaniah Reed, and Anna Reed in the said suit in which said decree was rendered, and ordering that said dower be assigned in separate parcels in each of the subdivisions of said land, as the same are held by the owners thereof in severalty, and according to the value thereof at the day of such assignment exclusive of the value of improvements made by such owner or owners, — to the Supreme Court within and for the County aforesaid; — Now if the said Priscilla Biggs shall pay the full amount of the condemnation in said Supreme Court, and costs, in case a decree shall be rendered therein in favor of the appellees then this obligation shall be void: Otherwise in full force and virtue in law.

Approved by me, Nov. 13th 1846

John Cassil, Clerk.

(Seal)

Wm H. Frank (Seal)

Union Supreme Court

Priscilla Biggs

vs

Wesley Amin et al

Transcript

The State of Ohio Union County ss.

I. John Cassil Clerk of the Court of Common Pleas in and for Union County do hereby Certify that the following entry is truly copied from the Journals of said Court to wit;

Priscilla Biggs vs Wesley Amrine et al } October term 1846 Petition for Dower

This Cause Came on to be heard upon the petition answers replications and exhibits and was argued by Counsel on Consideration whereof it is ordered that the petitioner be endowed of one equal third part of the lands in said petition described to be assigned to her in seperate parcels in each of the subdivisions thereof. As the same are now held by the owners thereof in severalty; that is to say the one third part in value of each of said subdivisions according to the value thereof at the day of the assignment of dower exclusive of the value of improvements made thereon by such owner or owners and it is further ordered that a writ issue to the Sheriff of the County of Union commanding him that by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of the parties and cause such dower to be set off and assigned to the said petitioner according to the statute in such case made and provided.

Notice of appeal by Petitioner

Witness my hand and the seal of said Court this 13th day of July 1847

John Cassil Clerk

4074

Priscilla Biggs
vs.
Wesley Amram et al

Repl. to Answer of
Wes. Amram & others

Filed July 28. 1846
John Cassil Clk

Priscilla Biggs
vs
Wesley Amrine et al

In Chy.
Pet. for Dower.

And the said Priscilla Biggs comes and says that the matters and things set forth in her said petition are true, in substance and in matter of fact, and that the matters and things set forth in the joint and several answer of the said Wesley Amrine James Draper, Jacob A. Parthemore, Frederick Parthemore Zephaniah Reed, and Anna Reed contrary thereto are untrue, and this she is ready to make appear as by this Court shall be directed.

By Stanton & Curry
her Solicitors

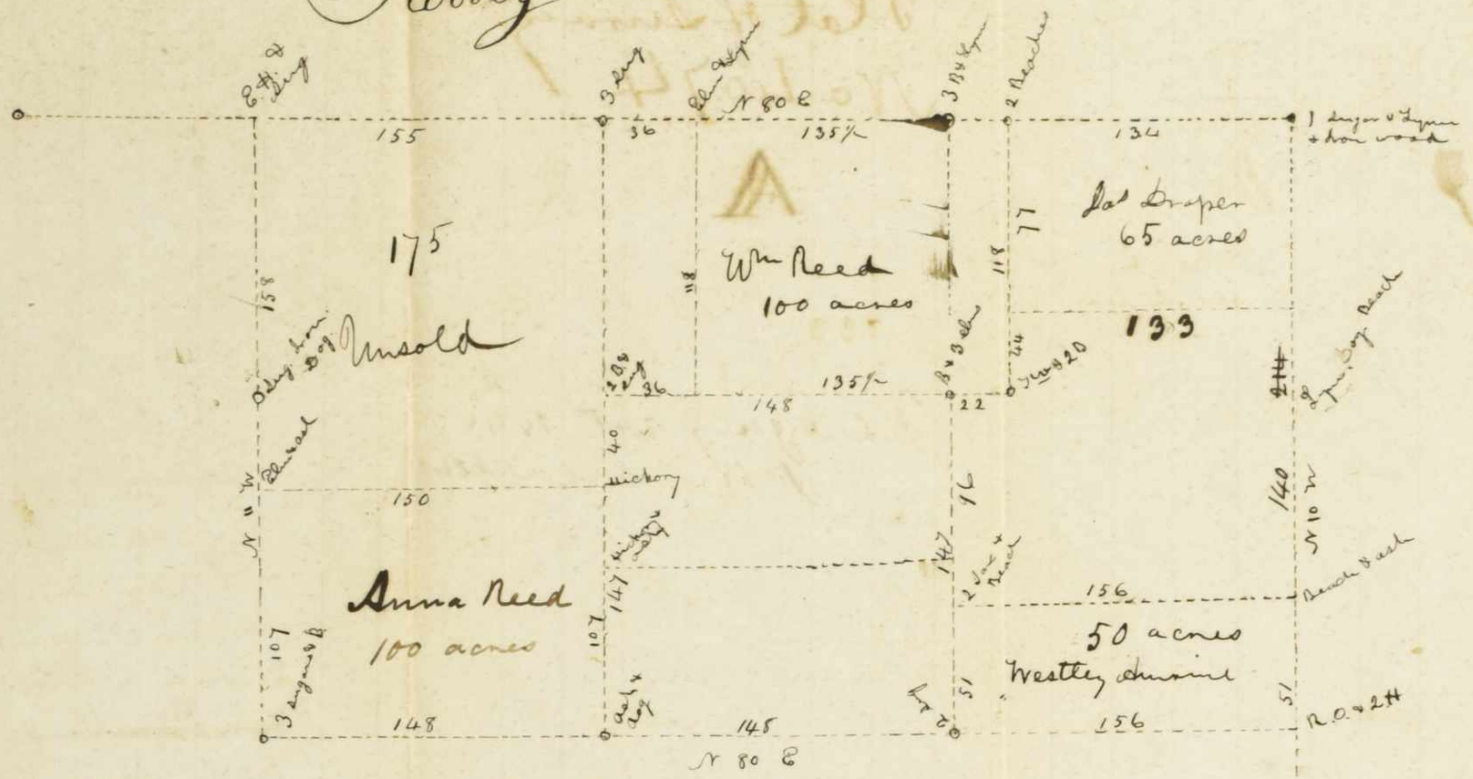
Plat of Survey
No 4074

A

Filed July 24th 1845
John Caspit Clerk

A

Survey No 4074



R. D. Stigner	75
Zephaniah Reed	103
Ezra Reed	75
Wm Reed	100
Frederick Patterson	80
Jacob A. Patterson	80
~~Abraham Amine~~	~~80~~
Wesley Amine	50
Lot Draper	65
Anna Reed	100
	728

Plat of Survey
No 4075

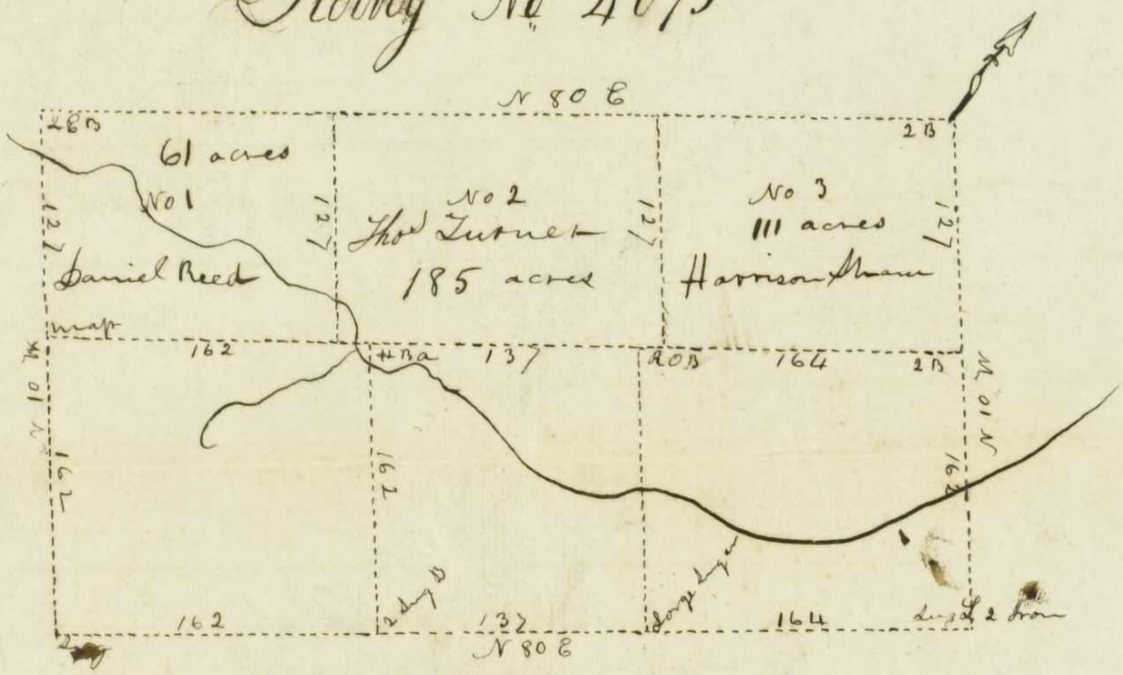
AH

Filed July 24th 1895
John Capitol, Clerk

666½
375
357

Surp. 65½

Survey No. 4075



Nos 1. 2 & 3. Sold to H Massie

4

162

Shaw 111 a
Wm Blue 120 "
Josiah Westlake 100 "
Ed Westlake 64 "
Michael Wood 100
~~Ed Westlake 164~~

claim he alleges that complainant could easily have known ~~the~~ his said interest, by looking at the proper place to wit. the records in the Recorder's office in said Union County, The lands held by this defendant on said survey are fully and minutely described by the plat filed herewith and marked (A.) which is held in severalty and not otherwise. and this defendant insists, that if said complainant is entitled to dower, it must be assigned in severalty, and not "in one entire parcel without regard to the divisions among the several defendants", as prayed in her said Bill. and defendant further charges that dower has been had by complainant in other lands in lieu of this. and having thus fully answered he prays to be dismissed with his costs &c.

Fry Lawrence & Allison
Solr for Deft

In Union Com Pleas

William Reed
ads
Priscilla Biggs
Answer

Filed July 29th 1845
John Copsie Clerk

Lawrence & Allison

The separate answer of William Reed to the petition for Dower exhibited against himself and others by Priscilla Biggs in Dower.

This Deft now comes and saving and reserving to himself all benefit and right of exception to the power of the petitioner to bring her suit jointly against separate defendants, and entirely holding in severalty, in answering says that he does not admit that Complainant ever was the legal wife of the said Benjamin Biggs, or if she ever was, that she was the legal wife of said Biggs at the time the fee passed from said Biggs to the Bank of Steubenville, and insists upon full proof of that and coverture. This defendant denies the sale as charged, by the sheriff of the entire Survey. That but a part of said survey was sold, and that a part of the lands of said Biggs in said survey still unsold which part unsold is sufficient for complainants dower if she is entitled to it. This defendant denies that the said Priscilla ever called upon this defendant and asked or demanded an assignment of dower peaceably, for had she done so, and shown her right thereto, there is enough of Defts land still in the same condition in which it was at the death of said Benjamin, to satisfy her dower, and which would have been peaceably assigned to her, and which (by so showing her right) she is still welcome to by paying taxes &c. This defendant further charges, that at the death of said Benjamin & at the time of the said purchase by the Steubenville Bank, said lands were in a state of nature, entirely unimproved and value less, and as to the nature and extent of defendants

union Common Pleas

Priscilla Biggs
vs
Wesley Amins,
et als

Served May 28th 1845 by a certified Copy to Each of the within named Defendants — —

Service —	$2,15
Milege —	0 40
	$2,55
Copies —	0-90
	$3,45

Trm M. Robinson
Sheriff

Filed May 28. 1845
John Cassil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Wesley Amine, Abraham Amine James Draper, Jacob A. Parkhurst, William Reed, Daniel Reed, Ezekiah Reed, Anna Reed & Harrison Shaw

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Forthwith ~~day of~~ ~~next ensuing~~, to answer a Petition in Chancery, exhibited against them by Priscilla Biggs

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 27th day of May

A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Common Pleas

Priscilla Biggs
vs
Abraham Amine

Sub. for Deft.

Service — 35
Mileage — 20
Copy — 15
$0.70

Filed April 14. 1846
Joh Cassil Clk

Served by Copy April 10th 1846
Wm M Robinson
Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Abraham Amrine

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of our Term next ensuing, to answer a Petition in Chancery, exhibited against him by Priscilla Biggs

and this he 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 fourth day of April A. D, 1846

John Cassil Clerk of Com. Pleas.

thereon, are held by respondents in severalty and not otherwise, and respondents insist that if said complainant is entitled to dower, it must be assigned in severalty, and not "in one entire parcel without regard to the divisions among the several defendants" as prayed for in said Bill. Respondents further state and insist upon the same as though it were specially pleaded, that if Complainant ever had a right of Dower in said premises, she has lost the same by sleeping upon her rights, and not claiming them within twenty-one years from the accrual of her claim. That she has done so knowingly, and with the intention, and for the express purpose of defrauding Respondents, out of their well earned labour, all of which Respondents insist upon the same as though specially pleaded. Respondents further charge that dower has been had by complainant in other lands in lieu of this, and having thus fully answered they pray to be dismissed with their costs &c.

By Lawrence & Allison Solts for Respt

Clerk's Com Plas
Filed Oct 18th 1845
Pretty Wayne Postmaster
Geo Sanders Postmaster
Geo Hamilton Reed
Wm Reed
Adl
Priscilla Bigs

Answer

Filed Oct. 18. 1845
Wm Carvil Clk

Lawrence & Allison

The joint and several answer of Wm Armine, James Draper, Jacob S. Parthemore, Frederick Parthemore, Josiah Reed and Anna Reed to the petition exhibited against themselves and others by Priscilla Biggs in Court.

These defendants now come, and saving and reserving to themselves all benefit and right of exception to the power of the petitioner to bring her suit jointly against separate defendants, and entirely holding in severalty, in answering say, that they do not admit that complainant ever was the legal wife of the said Benjamin Biggs, or if she ever was, that she was the legal wife of said Biggs at the time the fee passed from said Biggs to the Bank of Steubenville, and insist upon full proof of that and coverture. These defendants deny the sale as charged, by the Sheriff of the entire ~~tract~~ survey. That but a part of said survey was so sold, and that a part of the lands of said Biggs in said survey is still unsold, which part unsold is sufficient for complainants dower, if she is entitled to it. These defendants deny that the said Priscilla ever called upon them and asked or demanded an assignment of dower peaceably, as charged, for had she done so, and showed her right thereto, there is enough of these defendants land still in the same condition in which it was at the death of said Benjamin to satisfy her dower, and which would have been peaceably assigned to her, and which (by so showing her right) she is still welcome to by paying taxes &c. Respondents further charge, that at the death of said Benjamin & at the time of the said purchase by the Steubenville Bank - said lands were in a state of nature, entirely unimproved and valueless and as to the nature and extent of defendants claims, they allege, that complainant could easily have known their said interest, by looking, at the proper place, to wit, the Records in the Recorders office in said Union County. The lands held by these respondents on said survey are fully and minutely described by the plat filed in this case with the answer of Wm Reed, and marked (A), which respondents refer to, as part of their answer, which several quantities with their names marked

I hereby acknowledge service on
the within notice - March 20th 1846

C W B Allison Atty for
Defts

Priscilla Biggs
vs.
William Blue, et als.

Union Common Pleas:

Petition for Dower.

Depositions will be taken by the petitioner in this cause, at the law Office of W. W. Tracy Esq in the Town of Cambridge, in the County of Guernsey, and State of Ohio, before some competent authority, on the 3rd day of April A. D. 1846, between the hours of Nine o'clock A. M. and Nine o'clock P. M. of said day to be read in evidence in the hearing of the above cause, and also in the hearing of another petition for dower by the same petitioner against Wesley Amerine and others, in the same Court.

Service is acknowledged.

Stanton & Curry
Attys for petitioner

Dated March 20th 1846

Deposition of witness taken in a cause pending in the Court of Common Pleas, for the County of Union, State of Ohio, wherein Priscilla Biggs is Pltff and William Blue et als are defendts in a petition for Dower and also to be read in evidence in the hearing of another petition for Dower, by the same petitioner against Wesley Ansrine and others, in the same Court — in pursuance of the notice hereto attached, and at the time and place therein mentioned. — R. W. Tracy Atty for Petitioner, present. —

George Metcalf of the County of Guernsey, and State of Ohio, of lawful age, being first duly sworn by me, as hereafter certified, deposes as follows: —

That he is a brother of the petitioner, Priscilla Biggs, that she was lawfully married to General Benjamin Biggs, late of Ohio County, State of Virginia, dec.d, before the year 1800, that they lived together, the said Benjamin & Priscilla, as man & wife until the death of the said Benjamin Biggs, during all that time, and at the time of the death of the said Benjamin Biggs, they resided in said Ohio County, Virginia — That the petitioner, the said Priscilla Biggs, has resided in said Ohio County, Virginia, ever since the decease of her said husband, and still resides there, The said Benjamin Biggs died in the four last of the winter of 1823 & 1824, Deponent thinks in the month of December 1823, Deponent distinctly recollects of being at the residence of the petitioner in Ohio County, Virginia, soon after the decease of the said Benjamin Biggs, and before the lands, in which dower is claimed in these cases, were sold by the Farmers & Mechanics Bank of Steubenville, and of conversing with said petitioner about the same, & from that fact knows, that the said Benjamin Biggs died before the sale of said lands. Deponent is acquainted with the lands in which petitioner claims dower, being as deponent believes, in surveys number 4074 & 4075, situated in said Union County, being the same mentioned by deponent, in his previous deposition, heretofore taken in this case — and described in exhibits marked A & B, on file in this case — Deponent was employed by said Benjamin Biggs about the year 1819 — 1820 or 1821 as his agent to go and attend to those

lands, and in that way became acquainted with said lands and their locality - deponent cannot be positive as to the particular year, but somewhere not far from 1820 - that he became acquainted with the lands aforesaid, - That said sale by the Farmers & Mechanics Bank of Steubenville, herein before mentioned deponent means a sale by virtue of proceedings in attachment had in said Union County by the said Farmers & Mechanics Bank of Steubenville -

And further this deponent saith not -

Geo. Metcalf

Also, Allen Biggs of Guernsey County of lawful age, being first duly sworn as hereafter certified, deposes as follows: — That he is a son of Benjamin Biggs & the petitioner, the said Priscilla Biggs. That his father the said Benjamin Biggs, deceased, died on the 2d day of December, in the year 1822 or 1823, but deponent thinks in 1822 - That the said Benjamin Biggs, deceased, at the time of his death, lived in Ohio County, of Virginia, that the said petitioner has resided there ever since the decease of her said husband, and still resides there - to the best of his knowledge —

And further this deponent saith not -

Allen Biggs

I, Allen W. Beatty, a Justice of the peace in and for the Township of Cambridge, in the County of Guernsey, Ohio, do hereby certify that the above named George Metcalf and Allen Biggs were by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, as witnesses in the case mentioned in the inclosed notice, 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 3d day of April A.D. 1846.

Allen W. Beatty, J.P.

The State of Ohio. Guernsey County ss

I. Thomas. W. Peacock clerk of the court of Common. Pleas. for said Guernsey. county. hereby certify that on the ~~third~~ day of April A.D. 1846. Allen W. Beatty Esquire was an acting Justice of the peace within said Guernsey county duly commissioned and qualified as such that the signature to the foregoing certificate purporting to be his is genuine —

In testimony whereof I have hereto set my hand and affixed the seal of said court at Cambridge this fourth day of April A.D. 1846.

Attest. Thos. W. Peacock clerk
Com. Pleas. G.C. Ohio

Costs.

Justices fees
Writing Dep. 14
swearing 2 — 8
82
2 Witnesses — 50
Clerks cert.e 50
$1.82 pd —

Survey No. 4075.

46-SC-6

Union Common pleas:

Priscilla Riggs
vs.
William Blue, et. al's.

Amended
Petition for Dower.

Filed Nov. 29th 1845
John Cassil, Clerk

Continued and
adversement

Cost bill in com. Plea ma

Remanded in Supreme Court

Stanton & Curry,
Sol's.

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

Priscilla Biggs of the County of Ohio, in the State of Virginia, represents that Benjamin Biggs, late of said County and State, departed this life in the year One Thousand Eight hundred and Twenty Three, leaving your petitioner his widow; That the said Benjamin Biggs during Coverture with your petitioner was seized in fee simple and had an estate of inheritance in the following described premises, situate in the County of Union and State of Ohio, to wit: Beginning at two Beeches, S.E. Corner to land sold by Benjamin Biggs to Henry Mafsie, Thence S. 10° E. 127 poles to a Sugar tree, Lynn, and Two Iron-woods, original S.E. Corner of Survey No. 4075; Thence S. 80° W. 400 poles to Three Sugar trees and a Beech, original S.W. Corner of said Survey; Thence N. 10° W. 127 poles to a Beech and Maple, the S.W. Corner to said Mafsie's land; Thence N. 80° W. 400 poles to the beginning, being a part of said Survey No. 4075, and Containing Three Hundred and Seventy five acres, More or less. Said Survey was patented to said Benjamin Biggs; ~~[illegible]~~ and a certified Copy of said patent is herewith filed & marked (A.)

Your petitioner further represents that some time between the Terms of November A.D. 1823, and April A.D. 1824 of the Court of Common Pleas of said Union County Ohio, ~~and after~~ the decease of the said Benjamin Biggs, said premises above described by meets and bounds were sold in one entire parcel by the Sheriff of said Union County to the Farmers and Mechanics Bank of Steubenville, as the property of said Benjamin Biggs; That they have by successive Conveyances from said Bank, and from those claiming under it, come into the hands of William Blue, Josiah Westlake, James Westlake, ~~and~~ Michael D. Wood, and Abraham Amspine who are now in possession of said premises,

Claiming title thereto; but your petitioner is not advised of the nature or extent of the interest claimed by each of said claimants, whether they hold the same as Joint Tenants, Tenants in common, or whether each claims a portion of said premises in severalty; nor, if held in severalty, is your petitioner advised how much is claimed by each, nor in what part of said premises the portion claimed by each is located. But your petitioner alleges, and so the fact is, that said premises were sold as an entire parcel or tract, and that she is entitled to have her dower set off and assigned to her in a single tract for the entire premises, without regard to any subdivisions that may have been made by subsequent purchasers, who had notice of her claim. And if in such assignment any purchaser of any part of said premises should be compelled to have too large a portion of his lands set off to satisfy the claim of your petitioner, that such purchaser must look to the owners of the residue for contribution.

Your petitioner further represents that at the time of the death of said Benjamin Biggs she resided and has ever since resided, and still resides "beyond sea", to wit in the State of Virginia; and that on or about the 20th day of January A.D. 1845 she in a peaceable manner requested the above named claimants of said premises to assign reasonable dower in said premises to your petitioner, which they refused to do. Your petitioner therefore prays that the said William Blue, Josiah Westlake, James Westlake, ~~and~~ Michael S. Wood, and Abraham Amorine, may be made defendants to this petition, and that they be compelled to answer the same; and that they state clearly and distinctly the nature and extent of the interest they claim in said premises; and if they claim each to hold separate portions in severalty that they state how much, and specifically

describe what portion is claimed by each. And your petitioner further prays that reasonable dower in said premises may be assigned and set off to your petitioner in one entire parcel, without regard to the division among the several defendants. — And for such other and further relief in the premises as equity and good conscience may require; — And may it please your honors to grant the writ of subpoena.

By Stanton & Curry
Sol's. for petitioner.

in the premises now in consideration and have by their
fully answered the Pltfs to be discharged with their costs
in this behalf laxed and as in duty bound &c

By
Lawrence H Allison
their Solr

Union Com Pleas

Wm Blue et als
vs
Ans
Porscella Biggs

Filed Oct. 18. 1845
John Carrel Clk

The Joint Answer of Wm Blue Josiah Westlake James Westlake and Michael S. Wood to the Bill of Priscilla Biggs praying Dower Exhibited against them and others in the Union Com Pleas

These defendants now come and saving and reserving to themselves &c answer to said Bill that they hold in severalty the several tracts of said Survey in the Bill described as appear and are described in the plat herein filed and which is prayed to be taken as part of this their answer but deny all right of the complainant to the or any relief sought by the her said Bill and insist upon full proof of Marriage, coverture and death of the said Benj. Biggs and will insist and claim the benefit as if plead of the delay and neglect of the said Priscilla in omitting to assert her said Right and claim if any within twenty one years as prescribed by the statute of this State for the limitations of actions and charge that as the truth is that the said Benj. died in the year 1823 and not in the year 1825 as charged by Compt which is more than twenty one years and was at the commencement of this suit. These defendants further charge that the said Survey was not sold in an entire lot as charged and deny the right of Compt to take the whole of anyone or more upon said Survey and leave the right of the others unimpaired by assignment. These defendant further charge that the lands by the plat specified were entirely in a state of nature and unimproved and valueless without labor and cash at the death of the said Benjamin of Deft's, These defendants further deny that Compt ever applied for assignment of Dower in a peaceable manner but say that had she and had she agreed to take dower in the woods as her right if any is she would have been welcome to have it as long as she paid Taxes &c and defendants further charge that dower has been assigned in Va in fee and in lieu of Dower

Union Supreme Court

Priscilla Biggs
vs
William Blunt et al

Transcript

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:

Priscilla Biggs vs William Blue et al } October term 1846 Petition for dower.

This cause came on to be heard upon the petition. answers replications and exhibits and was argued by Counsel on consideration whereof it is ordered that the Petitioner be endowed of one equal third part of the lands in said petition described to be assigned to her in seperate parcels in each of the subdivisions thereof as the same are now held by the owners thereof in severalty that is to say the one third part in value of each of said subdivisions according to the value thereof at the day of the assignment of dower exclusive of the value of improvements made thereon by each owner or owners and it is further ordered that a writ issue to the sheriff of the County of Union. Commanding him that by the oaths of three Judicious disinterested men of the vicinity who are not of kin to either of the parties and cause such dower to be set off and assigned to the said petitioner according to the Statute in such Cases made and provided.

Notice of appeal by Petitioner

Witness my hand, and the seal of said Court this 13th day of July 1847

John Cassil Clerk

40.75

Priscilla Biggs
vs.
Wm Blue, et al.

Replication

Filed July 28. 1846.
John Cassil Clk

Priscilla Biggs
vs.
William Blue et. als.

In Chy.
Pet. for Dower.

And the said Priscilla Biggs comes and says that the matters and things set forth in her said petition are true, in substance and in matter of fact, and that the matters and things set forth in the joint answer of Wm. Blue, Josiah Wistlake, James Wistlake, and Michael L. Wood contrary thereto are untrue, and this she is ready to make appear as by this Court shall be directed.

By Stanton & Curry
Her Solicitors.

Union Common Pleas

Priscilla Biggs
vs
William Blue, et al

Sub. for Defts

Served May 28th. 1845 by certified copy of the within writ to Each of the within named Defendants —

Service —	$1.75
Mileage —	40
Copies —	70
	$2.85

Wm M. Robinson
Sheriff

Filed May 28. 1845
John Cassil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon William Blue, Harrison Shaw Daniel Reed, Michael S. Wood, James Westlake Josiah Westlake & Thomas Turner

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ forthwith ~~day of~~ ~~next ensuing,~~ to answer a Petition

in Chancery, exhibited against them by Priscilla Biggs

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 27th day of May

A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Court Pleas
Priscilla Biggs

v Bond for Cost

Mr Blue et al

Filed Sept 19. 1845
Joh Cassil Clk

Seal

Priscilla Biggs / Wm Blue et als.

Know all men by these presents that we Priscilla Biggs & William H. Frank are held and firmly bound unto Wm Blue, et al, in the penal sum of Two hundred dollars lawful Money. To the payment of which well and truly to be made, we bind ourselves, heirs, executors & administrators, firmly by these presents signed and sealed by us this 19th day of Sept: A.D. 1845. The Condition of this Obligation is this, Whereas the said Priscilla Biggs, has filed her Petition for Dower, in the Union County Common Plea Court against Wm Blue et al, Now if the said Priscilla Biggs pay all Costs that may be awarded against her in said Case, then this Obligation to be void otherwise in full force in Law

Wm H. Frank (Seal)

Did continued as to
Horace Turner,
Daniel Reed, &
Harrison Shaw.

Survey
No. 4075

Union Cam Pleas

Priscilla Biggs
vs
William Blue
and others

Petition for dower

Filed May 27th 1845
John Cassil, Clerk

B. Stanton Sols.

To the Court of Common Pleas for the County of Union & State of Ohio: in Chancery sitting.

Priscilla Biggs of the County of Ohio in the State of Virginia represents that Benjamin Biggs late of said County and State, departed this life on or about, the twentieth day of December A.D. 1825, leaving your petitioner his widow. That the said Benjamin Biggs during coverture with your petitioner, was seized in fee simple and had an estate of inheritance in the following described premises, situate in the County of Union and State of Ohio, and described as follows, Virginia Military survey No 4075 on the waters of Mill Creek, and patented to the said Benjamin Biggs, containing sixhundred and sixty six acres more or less. That some time prior to the 20th day of June A.D. 1833, said premises were sold in one entire tract, by the Sheriff of Union County to the Farmers & Mechanics Bank of Steubenville, as the property of the said Benjamin Biggs. That they have by divers conveyances from said Bank, and from those claiming under it, come into the hands of William Blue, Thomas Irwin, Josiah Westlake, James Westlake, Michael V Wood and Harrison Wham who are now in possession of said premises, claiming title thereto. But your petitioner is not advised of the nature or extent of the interest claimed by each of said claimants, whether they hold the same as joint tenants, or tenants in Common, or whether each claims a portion of the premises in severalty.

nor if they hold in severalty, how much is claimed by each, nor in what part of the survey the portion claimed by each is located. And petition alleges and so the truth is, that said premises were sold as an entire tract, and that she is entitled to have her dower set off and assigned to her in a single tract for the entire survey, without regard to any subdivisions, that may have been made by subsequent purchasers, who had notice of her claim. And if in such assignment, any purchaser of any part of said premises should be compelled to have too large a portion of his lands set off to satisfy the claim of petitioner, that he must look to the owners of the residue for contribution. Your petitioner further represents, that on or about the 20th day of January A.D. 1845 she in a peaceable manner, requested the above named claimants of said premises to assign reasonable dower in said premises to your petitioner, which they refused to do. Your petitioner therefore prays that the said William Blue, Thomas Dunn, Josiah Westlake, James Westlake, Michael S Wood & Harrison Shaw may be made defendants to this petition and that they may answer the same, and that they may state clearly and distinctly the nature, and extent of the interest they claim in said premises, and if they claim each to hold separate portions in severalty, that they may state how much, and specifically describe what portion is claimed by each. And that reasonable dower in said premises may be

assigned and set off to your petitioner in one entire parcel, without regard to the divisions amongst the usual defendants.
And for such other and further relief in the premises as equity and good conscience may require; and may it please your honors to grant the writ of subpoena.

B. Stanton
Sol for Complt

Priscilla Biggs
vs
William Blue
Harrison Shaw
Daniel Reed
Michael Sledd
James Wesblake
Josiah Wesblake
Thomas Irwin

In Chy, Petition for Dower

Issue subpoena for defendants to Sheff of Union County returnable forthwith
Clk. U. C. P.

B. Stanton

Priscilla Biggs
vs
Wm Blue et als

Appeal Bond

Filed Nov. 13th 1846
John Capel, Clerk

Know all men by these presents that we Priscilla Biggs and William H. Frank are held and firmly bound unto William Blue, Josiah Westlake, James Westlake, Michael S. Wood, and Abraham Amrine in the penal sum of Two Hundred Dollars, to the payment of which well and truly to be made, we do hereby bind ourselves our heirs executors and administrators, sealed with our seals and dated this 12th day of November A. D. 1846.

The condition of the above obligation is such that whereas the said Priscilla Biggs has taken an appeal from a certain decree rendered in the Court of Common pleas within and for the County of Union and State of Ohio, at the October Term thereof A. D. 1846, endowing said Priscilla Biggs of one equal third part of the lands mentioned and described in the petition filed by said Priscilla Biggs against the said William Blue, Josiah Westlake, James Westlake, Michael S. Wood and Abraham Amrine in the said suit in which said decree was rendered, and ordering that said dower be assigned in separate parcels in each of the sub-divisions of said land as the same are held by the owners thereof in severalty, and according to the value thereof at the day of such assignment exclusive of the value of improvements made by such owner or owners, — to the Supreme Court within and for the County aforesaid; — Now if the said Priscilla Biggs shall pay the full amount of the condemnation in said Supreme Court, and costs in case a decree shall be entered therein in favor of the appellees then this obligation shall be void: otherwise in full force and virtue in law.

Approved by me Nov. 13th 1846

John Cassil Clerk

Wm H. Frank (Seal)

(Seal)

Dare 5

Marysville

Union County

Ohio

Priscilla Briggs
vs
Otho
Damm
Deposition.

Filed Oct. 7th 1835
John Capel Clerk

Opened at the request of Plaintiffs Counsel Oct. 9th 1835 John Capel Clerk

PAID 10

Clerk of Common Pleas

Marysville Union County

Ohio

Deposition

Cambridge
Guernsey Co
Ohio

of Dower peaceably for had she so done and shown
her right there is enough of Deft land in the same condi
tion in which it was at death of said Benjamin to
the possession of which she is welcome by paying Taxes &c
the description of the lands held by this Deft on said Sur
vey are fully and minutely described by the plat and
Lot No. 2 filed herewith and Marked A which
is held in Severalty and not otherwise. And Deft further
of the charge that Dower has been had by compty in other lands in Line
and having thus fully answered he prays to be
dismissed with his Costs &c

By Allison & Lawrence
Sols for Deft

Mon Com Pleas
Thos Lowe
vs
Priscilla Biggs

Filed July 27th 1847
John Gaylord Clk

The separate answer of ~~Daniel Bird~~ Thomas Tuggle to the petition for Dower exhibited against himself and others by Priscilla Biggs in Dower

This Deft now comes and saving and reserving to himself all benefit to and right of exception to the power of Petitioner to bring her suit Jointly against separate defendants and Several in interest entirely in answering says that he does not admit that Compt ever was the Legal wife of the said Benjamin Biggs and insists upon full proof of that and coverture. And denies that the said Benjamin was seized in fee as of his own Right in any part of the premises herein after described as belonging to this Deft upon said Survey But charges that H. Massey under whom this Deft holds was a locator of Warrants in this District That as such Locator the Warrant for this and other Surveys were put into his hands for Location and survey and in consideration thereof the said Massey was to receive a certain proportion of the land so entered. That the lands were entered in the name of Biggs for convenience and nothing more said Biggs at the same time having no interest either in Law or equity to the portion of said Land so belonging to the Locator otherwise than in name only. This Deft denies the sale as charged by the Sheriff of the entire tract or otherwise so far as he is concerned. And alledges that Compt. could easily have known the extent of the interest of this Deft by the Co. Records. This Deft further charges that at the decease of the said Benjamin the lands were in a state of nature entirely unimproved and valueless except by the labor of Deft. And that there is part of the lands of said Biggs still unsold sufficient for Dower

This Deft denies that the said Priscilla ever called upon this Deft and asked or demand an assignment

No. 4075.

A.

Filed Nov. 29th 1838
John Cassell Clerk

James Monroe

President of the United States of America —
To all to whom these presents shall Come greeting.
Know ye, That in consideration of Military
service performed by Benjamine Biggs a Captain
for the seventh year to the United States, in the Virgin-
-ia Line on Continental Establishment, and in pur-
-suance of an Act of the Congress of the United States,
passed on the 10th. day of August 1790, intituled —
"An act to enable the officers and Soldiers of the
"Virginia line on Continental Establishment to obtain
"titles to certain Lands lying north west of the river
"Ohio, between the Little Miami and Scioto;" and
other Acts of the said Congress, amendatory of the
said act. There is granted by the United States unto
the said Benjamin Biggs a certain tract of Land
containing Six hundred sixty six and two thirds acres,
situate between the Little Miami and Scioto rivers,
north west of the river Ohio, as by Survey bearing
date the 29th. day of October in the year one thousand
eight hundred and 1 and bounded and described as
follows to wit, Survey of 666⅔ acres of Land on a mili-
-tary Warrant No. 4628 in favour of said Benjamin
Biggs on the waters of Mill Creek a west branch
of the west fork of Scioto; Beginning at a Sugar
tree Lynn and two iron woods North east corner
to said Biggs Survey No. 4074, running thence with
his line South eighty degrees west four hundred —
poles to a large elm hickory and Sugar tree
North west corner to said Survey and South east
corner to Elizabeth Richman's Survey No. 4073, thence
with her line N 10. W 267 poles crossing a branch to
a lynn elm and beech, thence N 80. E 400 poles
to two beeches; thence S 10. E 267 poles crossing a
large branch to the beginning, with the appurtenances.

To have

To have and to hold the said tract of land, with the appurtenances unto the said Benjamin Biggs and his heirs and assigns forever.

In witness whereof, the said James Monroe President of the United States of America, hath caused the seal of the General Land office to be hereunto affixed, and signed the same with his hand at the City of Washington the 15 day of March in the year of our Lord one thousand eight hundred and 22, and of the Independence of the United States of America, the 46th.

(L.S.)

By the President, James Monroe

Josiah Meigs Commissioner of the General Land office —

I hereby Certify that the foregoing is a true Copy of the patent, on record in the General Land office —

In Testimony whereof I have hereunto set my hand, and caused the Seal of the General Land office to be affixed at the City of Washington this 14th. day of September 1836.

Ethan A. Brown
Commissioner

Vol. 9 = 376

No. 4074.

(B.)

Filed Nov. 29th 1845
John Cassel, Clerk

James Monroe

President of the United States of America —

To all to whom these presents shall Come greeting Know ye, That in consideration of Military service performed by John Green a Sergeant for the war and Thomas Ogle a Sergeant for 3 years to the United States, in the Virginia Line on Continental Establishment, and in pursuance of an act of the Congress of the United States, passed on the 10 th. day of August in the year 1790, intituled "An act to enable the "officers and Soldiers of the Virginia Line on Continen "tal Establishment to obtain title to certain lands "lying north west of the river Ohio, between the little "Miami and Scioto"; and other acts of the said Con -gress, amendatory of the said act, There is granted by the United States unto Benjamine Biggs assignee of said Green and Ogle a certain tract of Land con -taining Six hundred acres, situate between the Little Miami and Scioto rivers, north west of the river Ohio as by Survey, bearing date the 25 th. day of October in the year one thousand eight hundred and 1 — and bounded and described as follows to wit, Survey of Six hundred acres of land on two Military Warrants viz. four hundred acres on Warrant No. 4648. in favour of said Green and the remainder on Warrant No. 4514 in favour of said Ogle on the waters of Mill Creek a west-branch of Scioto: Beginning at two hickories and a burr oak N. W corner of John Overton's Survey No. 4066 running thence N 10 W 240 poles to a Sugar tree lynn and two ironwoods South east corner to said Biggs Survey No. 4075. thence with the line thereof S 80. W 400 poles to a large elm hickory and Sugar tree South east corner to Elizabeth Rickman's Survey No. 4073: thence

S 10 E 240

S 10 E 240 poles to three Sugar trees and a beech, thence N 80. E 400 poles crossing a branch to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances unto the said Benj.n Biggs and his heirs and assigns forever. In witness whereof, the said J Monroe President of the United States of America, hath caused the seal of the General Land office to be hereunto affixed, and signed the same with his hand at the City of Washington the 16th. day of March in the year of our Lord one thousand eight hundred and 22, and of the Independence of the United States of America, the 46.

By the President James Monroe

Josiah Meigs Commissioner of the General Land Office

I hereby certify that the foregoing is a true Copy of the Patent, on record in the General Land Office.

In Testimony whereof I have hereunto set my hand, and caused the seal of the General Land office to be affixed at the City of Washington this 14th of September 1836.

Thos. A. Brown
Commissioner

Vol. 9 = 377

Served August 27. 1845
Wm C. Lawrence
Sol for Defts

Priscilla Biggs
vs
Thomas Immidol

Union Com Pleas
Petition for Dower

Depositions will be taken by the Complt in this cause at the office of W. W. Thacy Esq Cambridge, ~~Muskingum~~ Guernsey County Ohio, on the 30th day of September A.D. 1845 between the hours of 9 o'clock A.M. and 9 o'clock P.M. of said day to be read in evidence on the hearing of the above entitled cause, and also on the hearing of another petition for dower by the same Complainant against, Daniel Rud and others in the same Court.

Service is acknowledged
Aug 27th 1845.

B. Stanton
Atty for Petitioner

Depositions of witnesses, taken on the 30th day of Sept. A.D. 1845, between the hours of 9 O'Clock A.M. & 9 O'Clock P.M. of said day, at the office of R.W. Tracy, Esq. in the town of Cambridge, Guernsey County, Ohio, pursuant to the enclosed notice, to be read in evidence in a cause pending, in the Court of Common Pleas of Union County, State of Ohio - wherein Priscilla Biggs is Plff & Thomas Turner et al are defendants, on the ~~hearing of a~~ petition for dower - And also on the hearing of another petition for claim by the same complainant, against Daniel Rea and others in the same Court, on a petition for dower -

George Metcalf of ~~Guernsey~~ County, being of lawful age, and first duly sworn, to testify the truth, the whole truth & nothing but the truth, as a witness in the above ~~named~~ cause - Deposeth, as follows: That he is the brother of the petitioner Priscilla Biggs, and is well acquainted with her, and her husband, the late Benj. Biggs, dec., from a time long prior to their marriage, that they were married about the year 1795, and that the said Benj. Biggs dec., as near as deponent can recollect, died in the fall of 1823. That deponent is confident, his death occurred previous to the sale of any part of the lands, described in the two exemplifications of patents, hereto attached, marked A. & B. by proceedings in attachment at the suit of "The Farmers & Mechanics Bank of Steubenville", against said Benj. Biggs, dec., had in said Union County. That deponent has been on said lands, & is acquainted with them. That the said Benj. Biggs resided at the time of his marriage, in Ohio county, State of Virginia - and continued to reside there untill his death, and that his widow, the said Priscilla Biggs, has continued to reside in said Ohio county, ever since the death of her said husband, and still continues to reside there - That the said Priscilla Biggs is about sixty seven years of age - that she is a woman of naturally strong constitution, and good health for a woman of her age - that she has had a remarkably good constitution and has yet for a woman of her age -

Geo. Metcalf

The State of Ohio, Guernsey County, ss.

I, Allen W. Beatty, a justice of the peace in and for the township of Cambridge, in said county of Guernsey, do hereby certify that the above named George Metcalf was by me first duly sworn to testify the truth, the whole truth, & and that the foregoing deposition by him subscribed, was reduced to writing by me, and was taken at the time & place specified in the inclosed notice — In testimony whereof I have hereunto set my hand, this 30th day of Sept A.D. 1845. Allen W. Beatty, J.P.

Witness 50cts Justice $-55cts paid by W. W. Tracy Atty for Pltff —

The State of Ohio Guernsey County ss.

I, Thomas W. Peacock Clerk of the Court of Common Pleas, within and for said county of Guernsey, hereby certify, that, on the thirtieth day of September A.D. 1845 Allen W. Beatty Esqr. who took the foregoing deposition and subscribed the above certificate thereof, was an acting Justice of the Peace within said Guernsey county, duly commissioned and qualified as such, and to all whose official acts full faith and credit ought to be given, and that his said signature is genuine —

In testimony whereof I have hereto set my hand and affixed the seal of said Court, at Cambridge this first day of October A.D. 1845 —

Attest Thos. W. Peacock Clerk
Com Pleas G.C.C.

Clerk's fees 50cts paid
by W. W. Tracy Esqr

And the defendants come and except to the above deposition for the following reasons,

1st It does not appear from the Certificate of the justice that the witness was first sworn to testify the "truth, the whole truth, and nothing but the truth, as is required by law.

2nd There are no cases known and entitled in ~~this~~ said Court, as those in which the deposition purports to have been taken.

3 The Officer certifies that the deposition was reduced to writing by himself, when it is evident to any person from the hand writing alone, that it was reduced to writing by some other person, who may have been an interested person.

4th. The deposition was taken at the office of a person who had no authority to take depositions by the laws of this State, and the notice does not state that the deposition would be taken before competent authority, thus giving to the defendants the impression that the depositions were to be taken before W. W. Tracy Esq. who is counsel for Compt

5 Said deposition is otherwise informal, and incomplete.

By Allison & Lawrence Atty for defts

Filed Oct. 24th 1845
John Cassel Clerk