

Supreme Court Case File

Case No. 1847-SC-0001

47-30-1
No. _____

Union Common Pleas Court.

Worcester & Dixon et al
Plaintiff,

AGAINST

John & M. Gabriel
Defendant.

In Error

July 1847
Judg vs plf.

Supreme Court

Journal 1 Page 102
Record No. 1 Page 423
Ex. Doc. _____ Page _____

In Union Com. Pleas

Doremus & Nixon
Survivors

vs

J. & Wm Gabriel

Præcipe

In Alampsit

Filed July 24. 1846
John Cassill

Allison & Cury

Thomas C. Doremus &
John M. Nixon
Survivors of
Cornelius R. Suydam,
late partner under the
Name and firm of
Doremus, Suydam, & Nixon,

v.s.

J. Gabriel, &
Wm Gabriel jr.
Partners under the
Name and firm of
J. & Wm Gabriel jr.

In Assumpsit:

Damages \$400,00

Issue a summons, re-
turnable at next Term: Indorse
"Quit brought on a note of hand made
by the Defendants to W. W. Woods or
bearer for Two Hundred and Eighty
one Dollars and Twenty five Cents, dated
on the 18th day of April 1843, and payable
on the 3rd day of February next there-
after, and by the said W. W. Woods
assigned to the plaintiffs. — Also
for goods sold and delivered, money
had and received, &c. — Damages
Claimed as due, \$400,00.

Allison & Curry
Attys. for Plff's.

In the Clerk of
Union Common Pleas

Dated July 24th 1846.

Filed Jan 27-1847
John Cassil Clerk

Doremus & Arison
Survivors & c
vs

J & M Gabriel

Judgment Oct Term 1846

The Clerk will please to issue a writ of error in this case to remove the same to the Supreme Court. January 27 1847
To John Cassin Clerk
P. B. Cleaveland Atty for Defts

but not aware of how made by the 20th of
-sent to Mr. M. Meade a beaver, for two him
-and and eight one dollar and twenty five
-cents dated on the 18th day of April 1843. and
-payable on the 3rd day of February next there
-after. and by the said Mr. Meade assigned
-to the Plain tiff, also for goods sold and
-delivered money had and received &c
-Jameson claim to be paid \$400, 00

Allen & Curry
attys for P. P. A.

Miner Court Pleas
Doramus & Mead
Survivors &c

J. M. Gabriel

Service ---- \$0.55
Mileage --- 25
Copies - - - 37½
\$1,27½

Wm. M. Robinson
Sheriff

Filed July 27. 1846
Wm. Canal Ckr

Served this writ July 25th 1846 - on the
within named party by a certified copy of
this writ to each of the defendants
Jas M Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon *J. Gabriel & W. Gabriel Jr.*

Partners under the name and firm of J. & W. Gabriel Jr.

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 *Thomas C Doremus.*

& John M. Nipon survivors of Cornelius Suydam late partners under the name and firm of Doremus Suydam & Nipon

in a plea of *Assumpsit damages*

400 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *24* day of *July* A. D. 184*6*.

John Cassil, CLERK.

Respectively, promised the plaintiff and the said Thomas Browning
since deceased, to pay them the several moneys herein last
above mentioned on request; yet the defendants have disregar-
ded their aforesaid promises, and have not, nor hath
either of them, paid any of the said moneys, or any part
thereof to the said plaintiffs, and the said Thomas Browning
before named, or either of them, in the eye time of
the said Thomas Browning, or to the plaintiff,
since the death of the said Thomas Browning.
To the plaintiff's damage of ten hundred
dollars, and therefore they bring = their suit &c
By Allison & Curry Attorneys

In Union Town Pleas

Doennis & Mason
Survivors
vs

J. & M. Gabriel

In Assumpsit vs

Filed Septemb 2^d 1846

John Cassil Clerk

Last Bill made
Recorded

Recorded in Supreme Court

Allison & Curry

The State of Ohio }
Union County SS } Court of Common Pleas of
Union County } Union County
July Term A.D. 1846.

Thomas C. Lorenus and John M. Nixon, survivors of Cornelius B. Snyder, late partners under the name and firm of Lorenus, Snyder & Nixon, Complain of J. Gabriel and Wm Gabriel Jr. partners under the name and firm of J. & Wm Gabriel Jr. in a plea of Assumpsit. For that whereas the defendants, under the name and style of their firm of J. & Wm Gabriel Jr. on the 18th day of April 1843. at the County of Union and State of Ohio, made their promissory note in writing, and thereby promised to pay to one W. W. Woods or bearer, on the 3rd day of February next thereafter, the sum of Two hundred and eighty one dollars and twenty five cents, which period hath now elapsed; and the said W. W. Woods then and there, and in the life time of one Thomas C. Lorenus since deceased, indorsed the same to the plaintiffs, and the said Thomas C. Lorenus, whereof the defendants, 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 plaintiffs and the said Thomas C. Lorenus, according to the tenor and effect thereof.

And whereas also, the defendants in the life time of the said Thomas C. Lorenus, since deceased, on the 1st day of April A.D. 1844, at the County of Union aforesaid, were indebted to the plaintiffs and the said Thomas C. Lorenus, in the sum of Four hundred dollars, for goods then and there sold and delivered by the plaintiffs and the said Thomas C. Lorenus, to the defendants at their request. And in Four hundred dollars for money then and there had and received by the defendants, for the use of the plaintiffs and the said Thomas C. Lorenus;

And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises

Union Supreme Court

J. & W. Gabriel
add

Doremus & Nixon, sur. &c

Bond in error

Filed Jan. 27th 1847
John Gaspil, clerk

Know all men by these presents that we
John Gabriel, William Gabriel, Mains Wason
are held and firmly bound
unto Doremus & Nixon, survivors &c. in the penal
sum of Six Hundred & fifty dollars to the payment
of which well and truly to be made we do hereby
by these presents jointly and severally bind ourselves
ourselves our heirs, executors and Administrators, sealed
with our seals, and dated this 27th day January A.D. 1847

The condition of the above obligation is such
whereas the said a judgment was obtained in the Court
of Common Pleas of Union County Ohio by the said Doremus
& Nixon survivors &c. against the above named John & William
Gabriel for the sum of Three Hundred & sixteen dollars
& sixty seven cents Damages & five dollars & forty cents
costs and whereas the said case has been removed to the
supreme Court on a writ of Error - Now therefore
if the said John & William Gabriel shall pay the full
amount of the condemnation in the Supreme Court
if judgment should be rendered in said Court
against them then this obligation shall be void
otherwise in full force & effect in law

J. H. Wason

Mains Wason

Seal
Seal
Seal

Examined and approved this
27th day of Jan. A.D. 1847
John Cappel Clerk
Supreme Court

Unions Supreme Court

Derechos & Nixon Survivors

et

J. & William Gabriel L.

Transcript

The State of Ohio Union County ss

J. 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:

Doremas & Nixon Survivors } October Term 1846

vs

} In assumpsit

J & William Gabriel Jr }

} This day came

} the said Doremas & Nixon

Survivors by their attorney and the said J & William Gabriel Jr though solemnly called came not but made default. Whereupon it is considered that the said Doremas and Nixon Survivors 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 Doremas and Nixon Survivors to three hundred and sixteen dollars and sixty seven cents. therefore it is considered that the said Doremas and Nixon Survivors recover of the said J & William Gabriel Jr the said sum of three hundred and sixteen dollars and sixty seven cents. their damages aforesaid, in form aforesaid assessed, and also his costs in this behalf expended taxed at \$

Notice of Appeal by Defendants

Witness my hand and the Seal of said Court this 13th

day of July 1847.

John Cassil Clerk

Union, Supreme Court
J. & Wm. Gabriel
ad
Doremus & Nixon surs.
Writ of supersedeas

Filed May 4, 1847
John Capitt Clerk

Received this writ February 4th 1847. Served the within
writ by delivering a certified copy of this writ to
Alison & Curry they being attorneys for Doremus
& Nixon survivors &c on the 6th day of April
A.D. 1847

Philip Under Sheriff

Fees Service 35
Copy 25 = 60

The State of Ohio Union County

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 Assumpsit in our Court of Common Pleas, in and for the said County of Union at the October Term thereof A. D. 1846 in favor of Doremus & Nixon - survivors &c. and against J. & Wm Gabriel for the sum of \$ 316,67 Damages and \$ 5,40 cents cost and which said judgement for causes of error to be corrected, on complaint of the said J. & Wm Gabriel, we have caused to be brought into our Supreme Court by our writ of error, and also that you give notice to the said Doremus & Nixon, survivors &c. that a writ of error has been allowed upon said judgement and also that you cite the said Doremus & Nixon, survivors &c. 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 special 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 fourth day of February
A. D. 1847 John Cassil, Clerk

Ex. Docket page 446

Doremas & Nixon
survivors &c
vs

J. & William Gabriel

Damages	\$ 316,67
Cost	5 40
Writ	41

Filed May 4 1847
John Capil Clerk

Recorded

February 1st proceedings stayed by deposition on
writ of error
Fee - Service 31
mitage 5
Philip Shivers 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 October A.D., 1846.

Doremas & Nixon, survivors &c
recovered against J. & William Gabriel

as well as the sum of Three Hundred & sixteen dollars and
sixty seven cents for their ~~debt, as the sum of~~
~~dollars and~~ ~~cents, for~~ damages as also the sum of
\$ 5,40 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 J. & William Gabriel

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the fourteenth day of October 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 Doremas & Nixon &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 21st day of November
A.D., 1846.

John Cassil Clerk.

Corrado & Co

us

J & M Fabric Dr

Præ for Ex

Thomas & Nixon
Survivors &c

vs
J & Wm Gabriel Pr

To John Cassil, Clerk
Nov 7th 1846

} Judge in Mon Court Pleas
} Oct Term 1846
} Issue an execution
} in the above case

Allison & Curry
Atty for P'tys

Dorcas & Nixon
Survivors &c

J W Gabriel p

Dam	\$ 316,67
Cash	5,40
Penalty - in dup ent.	16,84
Cash in " "	5,43
Inc	81
with	41

Filed Oct 6th 1847
John Cassie Clerk

Recorded

Need paid out of your penit; and have you
then there this writ.

Witness John Cassie Clerk of said
Court ~~at~~ At the Court of said
this ninth day of August - AD 1847

John Cassie Clerk

Received this writ August 9, 1847

October 6, 1847 made on this writ three hundred
and fifty two dollars and thirty ~~four~~ cents that
being the amount in full exclusive of costs
and paid the same to John Cassie Clerk
 fees - percentage \$7.00

October

Philip Shivers 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 fourteenth day of October AD 1846. Doremus and Nixon Survivors &c recovered against John & William Gabriel &c as well the sum of three Hundred and sixteen dollars and sixty seven cents for their damages as also the sum of five dollars and forty cents for their costs and Charges in that behalf expended as of record is manifest; and whereas also the said Doremus & Nixon Survivors &c at the Supreme Court begun and held at said Court House on the fourteenth day of July AD 1847. recovered a further Judgement against said John & William Gabriel &c for the sum of fifteen dollars and eighty four cents Damages upon the aforesaid Judgement recovered as aforesaid in said Court of Common Pleas.

And also the sum of five dollars and forty three cents for their additional Costs and Charges in that behalf in said Supreme Court. expended all 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 Common Pleas. Direct said Court of Common Pleas to convey into execution the aforesaid Judgements as is also of record manifest; you are therefore Commaneded that of the goods and Chattles and for the want thereof, of the lands and tenements of the said John & William Gabriel &c you cause to be made the Debt damages and Costs aforesaid. with interest thereon from the fourteenth day of October AD 1846, untill paid

also the sum of eighty one cents the Costs of interest on said Judgments 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 Doremus & Nixon Survivors &c.

Supreme Court Case File

Case No. 1847-SC-0002

Supreme Court

No. 47-SC-2

Union Common Pleas Court.

Gerstner Williams
Plaintiff,

AGAINST

John & Wm Gabriel
Defendant.

In Error.

July 1847
Judg vs Plaintiff

Supreme Court

Journal /

Page 104

Record No. /

Page 431

Ex. Doc.

Page

G. Williams

J. W. Gabriel -

Filed July 28. 1846
John Cassel CLK.

The above and service of process received
and the appearance of the defendant
entered
July 28. 1846
Mr. Estlin
attys for defts

Gerrham Williams

John Gabriel &
William Gabriel

In amount
Dollars \$600

As per a numerous receipt
forthwith enclosed herewith

Not a note given by Defty. to plly dated
Feb. 2, 1844 for four hundred dollars
with the common money coin, or

Finch & Jones
atly plly

Gershon Williams

John & the Gabriel

Narr.

Filed Aug. 19-1846
John Casp. Clerk

John of
atlas

These persons & their next of kin (in both cases) the
several names of money are either been in my hand
thereof: to the amount of the Plaintiff's bill, hundred
dollars - therefore he being paid by
Frank Jones
J. S. atty

State of Ohio Union County ss } Court of Common Pleas
July term 1846

Gerstman Williams complains of John Gabriel & William Gabriel in a plea of assumpsit for that whereas the said John & William on the second day of February 1844 at the County of Union aforesaid were partners in trade under the name of J. & Wm Gabriel & so being partners the said John Gabriel & William Gabriel on the said 2^d day of February 1844 at the County aforesaid made a certain promissory note in writing ^{of that date} & delivered the same to the said Gerstman Williams & thereby under the name of the said firm of J. & Wm Gabriel promised to pay to the said Gerstman Williams (by description of G. Williams) or bearer four hundred dollars one year after the date thereof with interest from date - value received - which period has now elapsed & the said John Gabriel & William Gabriel by the name & description of J. & Wm Gabriel then & there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor & effect thereof And also for that whereas the said defendants on the 6th day of February 1845 at the County aforesaid were indebted to the said plaintiff in six hundred dollars for money then & there lent by the plaintiff to the defendants at their request And in six hundred dollars for money then & there paid by the plaintiff for the use of the defendants at their request And in six hundred dollars for money then & there received by the defendants for the use of the plaintiff And in six hundred dollars for money found to be due from the defendants to the plaintiff on an account then & there stated between them And whereas the defendants after words on the 7th day of February 1845 at the County aforesaid in consideration of the premises then & there promised to pay the said several last mentioned sums of money to the plaintiff in request; yet they have the same

Gordon William
vs

John & Mrs Gabriel

Filed Aug. 19 1876

John Caspell Clerk

Henry

Henry

Mrs Barker

Cast Hill Mass

Record

atty at law
Newburyville

543

Recorded in Superior Court

at Newburyville



Delaware Aug. 19 1846

Dear Sir

Please fill up the blank for done
up at the end of the enclosed declaration agree-
ably to the principle in the case & cause the declaration
to be filed & when ever any plea is filed have
copy sent to me & much oblige

Yours truly,
S. French

Union Supreme Court

Gershon Williams
W

John & William Zabin

Filed April 3^d 1847

John Cassil, Clerk

Know all men by these presents that we
John Gabriel, William Gabriel
are held and firmly bound
unto Gershom Williams, in the penal sum of nine
hundred & fifty dollars, to the payment of which we
and truly to be made we do hereby by these presents
jointly and severally bind ourselves, our heirs
executors and administrators, sealed with our seal
and dated this 3^d day of April A. D. 1847

The condition of the above obligation
is such, that whereas a judgement was obtained in
the Court of Common Pleas of Union County, Ohio,
by the said Gershom Williams, against the above named
John & William Gabriel for the sum of four hundred
& sixty four dollars & eighty cents Damages and three
dollars & two cent costs and whereas the said case
has been removed to the Supreme Court on a writ
of Error - Now therefore if the said John Gabriel
& William Gabriel shall pay the full amount of the
condemnation in the Supreme Court if judgement
should be rendered in said Court against them,
then this obligation shall be void, otherwise in
full force & effect in law

J^{ts} Wm Gabriel &
Wilson Reed

Examined and Approved this
3^d day of April 1847
John Copsil, Clerk

Union Supreme Court

Gershon Williams

vs

John & William Gabriel

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 Journal
of said Court to wit;

Gershon Williams } October Term 1846
vs } Assumpsit.
John & William Gabriel } This day
Came the said Gershon

Williams by his attorney and the said
John Gabriel & William Gabriel though
solemnly called came not but made
default. Whereupon it is considered that
the said Gershon Williams 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 Gershon Williams to Four hundred
and sixty four dollars and eighty cents
therefore it is considered that the said Gershon
Williams recover of the said John Gabriel
and William Gabriel the said sum of Four
hundred and sixty four dollars and eighty
cents his damages aforesaid in form
aforesaid assessed and also his costs in
this behalf expended taxed at

dollars	Cents
---------	-------

Notice of Appeal by Defendant

Witness my hand, and the seal
of said Court this 13th day of July 1847
John Cassil Clerk

Union Supreme Court

John W. Gabriel

Ad

Person Williams

Writ of Superseas

Filed May 4, 1847
John Gabriel Clerk

May 4th 1847 Devereux this writ by delivering a true
copy of the writ to Chapman Finch he being attorney
for Gordon Williams said Williams not found
Devereux 35
copy 25
misc 5
65
Philip Luther Stouff

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 Assumpsit in our Court of Common Pleas, in and for the said County of Union at the October Term thereof A. D. 1846 in favor of Gershon Williams and against John & William Gabriel for the sum of \$464.80 Damages and \$302 cents cost and which said judgement for causes of error to be corrected, on complaint of the said John & William Gabriel, we have caused to be brought into our supreme Court by our writ of Error and also, that you give notice to the said Gershon Williams that a writ of error has been allowed upon said judgement and also that you cite the said Gershon Williams 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 judgement should not be reversed and 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 Casil, Clerk of said
Court at the Court House in Marys-
ville this third day of April A. D. 1847.
John Casil, Clerk

Gersham Williams
vs
John Gabriel &
Wm Gabriel

Judgment Oct Term 1846

Issued a writ of error in this case
April 3 1847
P. B. Cole Atty for Deft.
L. J. Central Clerk

Willis
J. Sabina & Co

Principles
of art

Gerhan Williams

John & William Gabriel

Judgment

~~Allen B.P.~~

Issued under

Oct 15, 1846

Further yours

attest

Wm H. H. H.

2400
1000

40
2460
30
2400

6477
3977
3000

6477

Co. Pocket page 444

Gershom Williams

vs
John Gabriel &
William Gabriel

Damages \$ 464.80
Costs 3.02
Writ 41

Filed May 5. 1847
Wm Rufin Clark

Recorded

Proceedings stayed by supersedeas on writ of
Error

Fees - service 35

mileage 5

Philip Brian 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 11th day of October A.D., 1846.

Gershon Williams
recovered against John Gabriel & William Gabriel

as well as the sum of four hundred & sixty four dollars and eighty cents for his debt, as the sum of

dollars and cents, for damages as also the sum of
\$ 3,02 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 John Gabriel & William Gabriel

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 11th day of October 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 Gershon Williams

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 21st day of November

A.D., 1846.

John Cassil Clerk.

Supreme Court Case File

Case No. 1847-SC-0003

47-5C-3

No.

Union Common Pleas Court.

Asa Caryl Plaintiff,

AGAINST

John S. Fullers Defendant.

May 1847 C.P.

July 1848 Supreme

Decree for petif.

Journal 1/4 C.P., S.C. 109 Page 24

Record No. 1 S.C., Page 482

Ex. Doc. Page

Supreme Court

John S. Fulton

vs

Asa Caryl

Writ of error

Filed June 3rd 1829
John Cassil clerk

Served this writ on the 3rd day of
June by delivering a certified copy of this
writ to the within named Asa Caryl

Fees - Service 35

mileage 10

copy 25

Philip Snider 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 Ejectment, in the Court of
Common Pleas in and for the said County of Union
at the May Term A.D. 1847 in favor of Asa Caryl
and against John S. Fulton for the sum of one
cent Damage & the possession of certain land therein
mentioned and twenty dollars & eighty one
cents Cost and which said judgement for causes
of error to be corrected on the complaint of the
said John S. Fulton, we have caused to be brought
into our Supreme Court by our writ of error, and
also that you give notice to the said Asa Caryl
that a writ of Error has been allowed upon said
Judgement, and also that you cite the said Asa
Caryl to appear before the Judge 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 judgement should not be reversed &
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 12th day of June A.
D. 1847. John Cassil, Clerk

Union Supreme Court

Asa Caryl
vs

John S. Fulton

Bond in Error

Filed June 1st 1847

John Casil, Clerk

Know all men by these presents that we John
S. Fulton

are held and firmly bound unto Asa Caryl 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 & severally bind our-
selves our heirs, executors and administrators, sealed
with our seals, and dated this 31st day of May 1847
The condition of this obligation is this, that whereas
the said John S. Fulton has obtained the allowance
of a writ of Error upon a certain judgement render-
ed in the Court of Common Pleas within and for
said County of Union at the May Term thereof
A. D. 1847 in favor of the said Asa Caryl & against
the said John S. Fulton for the sum of one cent
damages and twenty dollars & eighty one cents
cost - Now if the said John S. Fulton shall
pay the condemnation Money & 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 this obligation shall be void
otherwise in full force & virtue in law

Approved

John S. Fulton
John Cassillett
Cassius M. M. M.

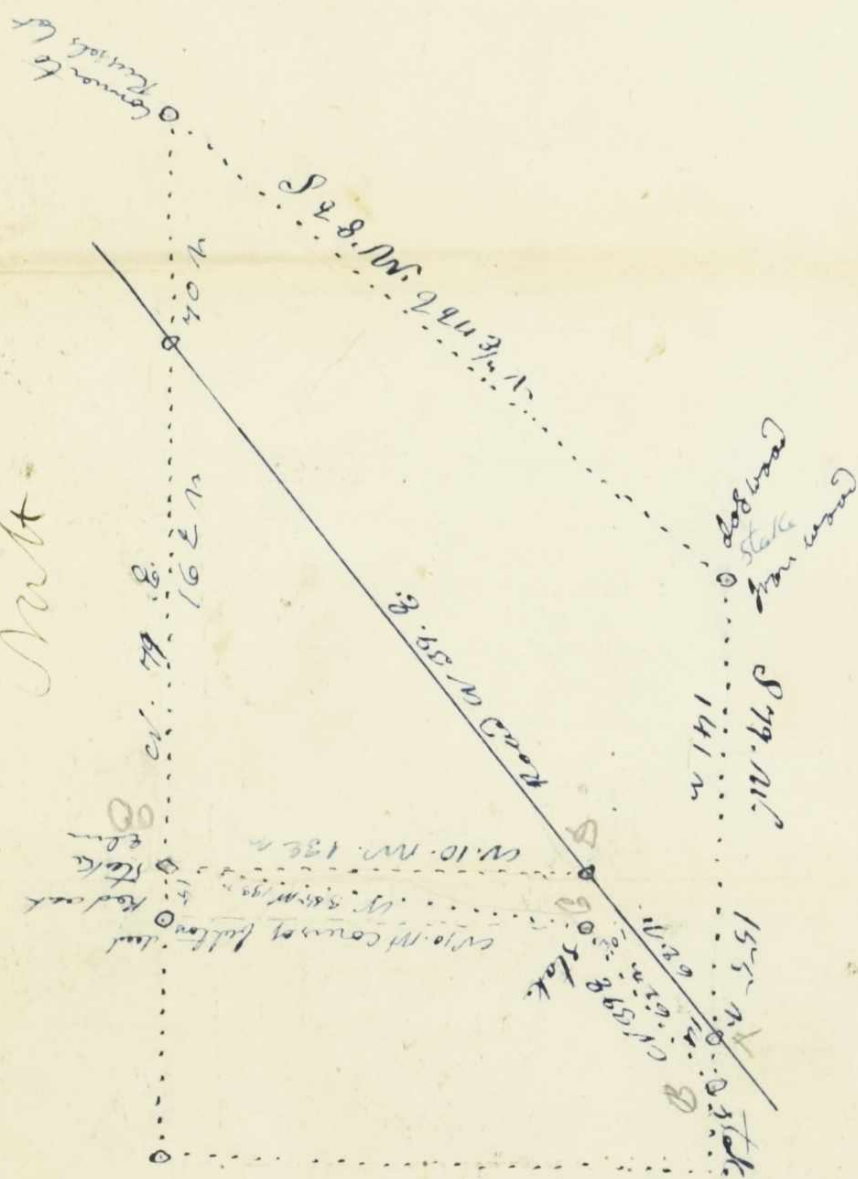
No. 4
 B 24.
 46 -
 600 - - 214
 46 ⁴⁴
 3.65 370
 12.29
~~1.22~~ 13.48
 13.94 17.18

plat of gahm of
 Tatters land

16.37
 170
 18.07
 700
 11.07
⁶
 66.42
²
 1132
 1107
 1239

25.37
 900
 1637 - 12
⁶
 98.22
 72
 170
 9
 8

North



E of Carl's deed contains 18 1/2 a
 the interference is ten a 1/2 8 1/2 a

John Cassette

Union. Com. Pleas

Asa Caryl
vs

John S. Fulton

Sub for Slfr. Wtms

Filed April 28th 1847
John Cassette

April 27. 1847 served the writ upon
Wm. B. Brown hearing. served the writ
upon Thomas P. Reed by reading on the
25th day of April 1847
Fees - Service 25
mileage 10 = 35
Philip Under Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

We command you to summon

V. Need

William B. Drvin + Thomas

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse,
in the town of Marysville, on the ~~first~~^{second} day of next term, at ~~ten~~^{nine} o'clock A. M., to testify and the truth to speak on
behalf of Asa Caryl

in a certain controversy in said court depending, wherein

Asa Caryl

is plaintiff, and

John S. Fulton

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

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house aforesaid.

this

20th

day of

April

A. D. 1847

John Cassil CLERK.

John Doe et al
vs
Asa Bangs

Exemption

John S. Fulton

issue a subpoena for Just B. Swin

~~and Robt. S. Brown~~ and Thomas Reed

Oct 5 1846

P. Blake atty for pty.

Served by reading Oct 13th 1846

Union Com. Sleas

Sea Charge

^{vs}
John S. Tullton

Service - - - \$0 25
Mileage - - - 15

40

Wm Robinson
Sheriff

Filed Oct 15, 1846
John Copie Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

We command you to summon *William B. Swin* and
Thomas Reed

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse,
in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on
behalf of *Asa Caryl*
in a certain controversy in said court depending, wherein *Asa Caryl*
is plaintiff, and *John S. Fulton*
is defendant: and this *they* shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house aforesaid,

this *seventh* day of *October* A. D. 1846

John Cassil CLERK.

John Doe Ex dem
Asa Caryl
vs

John S Fulton

Judgment in Union Com Pleas
May Term 1847-

Issue a writ of Error to
the Court of Common Pleas in
the above case - and also a super
sedeas -

To John Cassil, Clerk of the
Supreme Court for Union Co.
May 31st 1847

Allison & Curry
Atty for Def.

Question by Dept. — Did John V. Paulson pay for all
the land called for in his deed?

Answer

He did pay for that number of acres
within by law. — So the title to land, in reference
to which you have testified above, the same
land for which Miller was allowed by the
Court and during an abatement of price, when
the same was sold for by Atair

Answer

It is the same land

Question by same. — Is your recollection distinct
that the first title bond to Bristol about
which you testify calls for a stake in
the road?

Answer

I only recollect that it was my
practice to use the words "in the road" —

to show that was the case

Wm. G. Anthony

I James Sumner a Justice of the Peace in & for the
County of Paris in the County of Union Ohio do hereby
certify that the above named Elias G. Anthony was
by me first duly appointed to testify the truth the
before with & nothing but the truth and that the
foregoing deposition by him respectively submitted
were returned to writing by the witness his self
and was taken at the time & place specified
in the enclosed paper

In testimony whereof I have hereunto set
my hand this 3rd day of October 1846

James Sumner J.P.

Cost Baile

Quoted cost \$10 75 -
McInnes 0 50 paid by P. B. Reale

Arrived Oct. 2^d 1846 on me

Atwain Curry
Atty for ~~John~~ Dept.

Asa Caryl }
John S Fulton } Court of Common Pleas Union County
Ohio, in Spectant

Depositions will be taken in this case
by the plaintiff at the office of James James JP in
the Town of Marysville County of Union and State of Ohio,
on Saturday the 3^d day of October ~~1846~~ 1846 between six
A.M. and nine P.M.

Dated October 2^d 1846

Asa Caryl

Deposition of a witness taken in course pending in the
Court of Common Pleas within and for the County of
Union and State of Ohio, wherein John Doe on the one hand
of Asa Caryl is plaintiff and John S. Fulton is defendant
and for the said plaintiff in pursuance of the notice
hereto attached and at the time and place therein
mentioned both parties present

Silas G. Strong of the County
of Union of lawful age being first duly ^{affirmed}
by me as hereafter certified deposes as follows
- Question by plaintiff - ~~Do you~~ Are you acquainted
with the lands sold by J. B. Beard to David Witter and
John S. Fulton in Paris Twp. Union County Ohio part of
Survey No 4067 - part of said lands being the same
now in litigation in this Ejectment Suit between said
Caryl and said Fulton as if so state state the boundary
between the lands sold to said Fulton and that sold
to said Witter and all the circumstances of the
purchase of said land? (objected to by defendant)
Answer

Answer By Respondant

I was the agent of John B. Beard for the last
twelve years of his life - as agent I sold to
John S. Fulton a lot of something more than
100 acres of said survey all of which lay on
the southeast side of the Milford Road the
back corners called for living trees of what
kind I do not remember - but the most
southerly corner on the Road was a stake
set on the east side of the wagon track about
one Rod which stake I showed to said J.
Fulton - And at the same time I showed
to him a stake about ^{eight} ~~two~~ poles from
the last mentioned one but was set by
^{which was on the west side of the Road} ^{North}

Exempt to

W^m B Irwin who Surveyed the Land for me - and
I then told him that this last mentioned State
was the corner State to a Lot of about 100 acres
which I afterwards sold to David Witter - I gave
Mr Fulton a ~~Deed~~ Bond and in said Bond
to the best of my recollection called for -
The 1st mentioned State as in said Bond -
Some Months afterwards I sold the Lot to
Mr David Witter & gave him a Title bond
for the same in which bond I called for -
The same State in the Bond & for the last
of the said State also as the corners of
the Lot which I sold to him and in this
sale to Witter I included all the Land
now in litigation - After the sale to Mr
Witter I sold a triangular Lot to Mr
Fulton ~~and~~ the Southern point of which
was a State in the Bond on the West
side of the traveled Track & was the
same State which was by me first
shown to Mr Fulton and the same State
which was the corner on the Road to
said Lot sold to Mr Witter - but in this
sale the 1st Title bond was taken up &
a new bond given & in this bond the
same States were called for of which
Mr Fulton had knowledge by actual
view the South one on the East side of
the Track & the North one on the West
side of the Track - Yet in said bond
the corner & distance was called for & the
States called for but the words "in the
road" was not in the Bond - & the same
Land was decided by Henry Starr as

Administrator of John B Beard & followed
the description in the bonds word for word -

Grass Examined

Question - Were the title Bonds given and dated
at the times you state the sales were made
to Witter and Fulton?

Answer By Deponent

At the time I made the first sale to Mr Ful-
ton I gave him a title bond for the land lying
East of the road - At the time I sold the land
to David Witter I gave him a title bond for
the land as described in his deed from
H Starr Adm^r - At the time I sold the trian-
gular piece of land to Mr Fulton I took
up the 1st Bond & gave him a new bond
including the Triangle on the West side
of said Road -

Question, Do you know of those title bonds other than
the first bond spoken of to Fulton ever having been
lifted, and new bonds given in their stead?

Answer

I do not recollect that they were other
than for the triangular piece which I first
sold to a Mr Churchill & after Fulton bought
it of him or his right I took up the bond to
Churchill & gave the new bond as above
stated.

Question, Were you present at the time Starr as
admin^r of said Beard made the deeds and delivered
them to said Fulton & Witter, if so which was
delivered first?

I was present & the Deed made to Mr Fulton
was delivered about one hour before Mr
Witter's Deed was delivered

John S. Fulton

vs

Asa Cary's Lessee

Copy of Entry

Fees \$2. Paid by O. Curry Esq
L. Hays clk

Supreme Court of the State of Ohio in Bank

of the Term for 1824

RECORDED IN BOOK 2 PAGE 21
JANUARY 1825
L. HAYS



Supreme Court of the State of Ohio, in Bank,
Of the Term of December A. D. 1847.

John S. Fulton

vs.

Asa Caryl's Lessee

In Error

Reserved from the county
of Union

Ordered that this cause be
remanded to the county of Union and continued

~~Ordered, That a special mandate be sent to the~~

~~to carry this judgment into execution.~~

Ordered, That a copy of this entry be certified to the Clerk of the Supreme Court
of Union county for entry, &c.

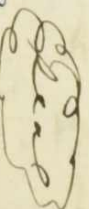
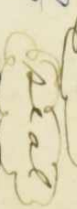
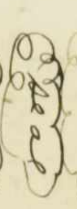

THE STATE OF OHIO, SS.

J. LEWIS HAYL, Clerk of the Supreme Court of the
State of Ohio in Bank, certify the foregoing to be
a TRUE COPY from the JOURNAL of said Court,
of the term of December A. D. 1847.

Witness my hand and the SEAL of said Court, at Columbus, this 27th
day of January A. D. 1848.

Lewis Hayl Clerk.

heard) the defendant then moved. Request for
the plaintiff. The defendant then moved the
Court for a new trial because the verdict
was contrary to law and the evidence, which
motion was overruled by the Court, to which opinion
of the Court, on ~~overruling~~ the said motion the said
defendant excepted, and prayed that this his
Bill of exceptions in that behalf, and in behalf
of the said overruling his said motion for a new trial,
might be allowed, which is accordingly done; and
upon his motion, the same is ordered to be made
a part of the record in this case.

J. S. Tubber 
James B. Smith 
Christian Myers 
Levi Phelps 

Windsor N. S. 1827.

Bill of Exceptions

John Doe. Ex. Dem.
Asa Caryl

Ejectment.

vs
John S. Fulton

Be it remembered, that on the trial of this cause in the Court of Common Pleas of Union County, at the May Term thereof A.D. 1847 the said plaintiff offered and put in evidence to the Court (neither party requiring a jury) as part of his chain of title, ^{Record of the} the proceedings of Henry Starn administrator of John B Beard dec'd to complete certain real contracts of said deceased. The second record is contained in Volume 3 of the Records of Union County Common Pleas, pages 179 - 180 - 181 - 182 - 183 - & 184. (here copy the said record) which is made a part of this Bill of exceptions. The said plaintiff then offered in evidence ^{as part of his chain of title} the Record of a deed from said Henry Starn as such administrator to one David Witter. See Records of Deeds of Union County, Volume 6 pages 472 & 473 (here copy said record) which is made a part of this Bill of exceptions. The plaintiff then gave in evidence the chain of title from said David Witter to the said Asa Caryl and then rested. The defendant then moved a non-suit for want of proof (upon the part of the plaintiff) of the payment of the purchase money due the estate of the said Beard, which motion was overruled by the Court, and excepted to by the defendant. The defendant then proved the non-payment ^{for the purchase} of the said purchase money, and gave in evidence the Record of a suit by said Henry Starn administrator against the said David Witter et al. See Records of Union Common Pleas Vol 3 pages 468 & 469 which is made a part of this Bill of exceptions (here copy said

Union Com. Pleas:

John S. Fulton
ads.

Rich^d. Roe, Ex Dem.
Asa Caryl.

Consent Rule.

Filed July 28. 1846
John Caswell

Allison & Curry
attoms.

John Doe, Ex. Dem. }
Asa Garry }
vs. }
John D. Fulton }

And the said John D. Fulton comes and confesses the lease, entry, and ouster in the said declaration mentioned and admits himself to be in possession of the following premises, viz Beginning at a stake in the original north line of said survey, witness a Red Oak and Elm; Thence South 10 degrees East 132 poles to a stake in the Marysville Road; Thence with said Road South 39 degrees West 62 poles to a stake; Thence South 79 degrees West 13 poles and 19 links to a stake; Thence North 39 degrees East 62 poles to a stake; Thence North Ten degrees West 132 poles to the beginning, containing Ten acres and eighty five poles, parcel of the premises in the said Declaration mentioned; and for plea says that he is not guilty of the trespass and ejectment in the said Declaration alleged against him, and of this he puts himself upon the Country, and the said John Doe doth the like.

By Allison & Curny,
His Attornies.

John Doe Esq
Academy

by
Richard Roe
John S. Fulton Tenant

John Doe Esq
Academy
Richard Roe
John S. Fulton Tenant

The State of Ohio Union County ss
I John Cassil Clerk of the Supreme Court
within and for the County of Union and State
of Ohio, do hereby certify the following entry
to be truly taken & correctly Copied from the
Journal of Saide Supreme Court at their July
Term A.D. 1847.

John Doe Ex Der }
Asa Caryl } Ejectment,
Richard Roe } This Case is
John S Fulton tenant } reserved to be decided by
the Court in Bank at its
next session. the Clerk is
Directed to certify the original pleadings, exhibits &c
and a copy of this order.

In testimony whereof I hereunto
subscribe my name and affix
the Seal of Saide Court at the
Court House in Marysville this
31st day of August A.D. 1847
John Cassil Clerk

Union Supreme Court

John Doe Ex Dem

Asa Gayl

pet

Richard Roe

John Dutton Senant

Transcript

The State of Ohio Union County 20

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

John Doe Ex Dem } May Term 1847
Asa Caryl }
vs } Ejectment,
Richard Roe } This day came
John S. Fulton Tenant } the parties by their Attorneys
And submitted this Cause to the Court for trial, neither party requiring a Jury and the Court having heard the testimony upon the issue joined do find the defendant guilty of trespass and ejectment laid to his charge in manner &c and assess the damages at one cent. And thereupon the defendant moved the Court for a new trial which motion the Court overruled. Bill of exceptions sealed by the Court upon motion on the trial for a nonsuit, by the defendant and also upon the overruling of said motion for a new trial And thereupon it is considered by the Court that the said John Doe recover against the said John S. Fulton his said Term yet to come of and in the tenements aforesaid with the appertinances, and also his damages by the Court aforesaid assessed, together with his costs herein expended taxed at \$

Notice of Appeal by Defendant

Witness my hand, and the Seal of
said Court this 13th day of July 1847
John Cassil Clerk

Page

no

Metter

Proof of Pub

Filed Oct 9. 1840

Jas. H. Sewall

Sheriff Sale.

BY virtue of an execution to me directed from the Court of Common Pleas of the county of Union and State of Ohio, I will offer at public sale at the door of the court house in the town of Marysville, on the 13th day of July next the following Land, to wit: One Hundred acres, situate two miles south by west of Marysville on the Millford road; south of Lands of J. Fulton; east of land of Barry, and North of land of T. V. Read. Taken in execution as the property of David Witter at the suit of Peter Igou.

R. CLARK, Sh'ff.

June 13.

2055

Before me, Otway Dunny, Mayor of the Town of Marysville, personally came Robert M'Gratney, Editor and publisher of the "Union Star," a newspaper published, and having general circulation within the County of Union; and, being duly sworn according to law deposed and said that the annexed advertisement for the sale of certain land of David Witter, situate in said County, by Ransom Clark, Sheriff of said County, was regularly published in said paper during a period of thirty days before the time specified in said advertisement for the sale of said land.

R. M'Gratney

Sworn to and subscribed before me this 1st day of October A. D. 1840.

Otway Dunny (Seal)
Mayor of the Town of Marysville.

Prescrip^o de M^o

Wm Caryl

John S. Gutter

Commissioner

Exhibit

Issued a subpoena for Wm B. Green and
Thomas T. Reed April 19 1847
Wm Caryl Attorney at Law
witness for Plaintiff

Camp
N

Fulton

Granger

in Snow

Filed July 14th 1947
John C. Appleton

Cal

Asa Coyle

18

John J. Fulton

In Error

and the said Asa Coyle now
comes and says that there is no error either
in the record & proceeding aforesaid or in
giving the judgment aforesaid, and therefore
he prays that the said judgment may be
affirmed and that his costs may be added
to him &c

By W. B. [unclear]

Union Com. Deas

Asa Caryl

vs

James S. Fulton

Service --- 12 $\frac{1}{2}$

Mileage -- 5

17 $\frac{1}{2}$

Wm W Robinson
Sheriff

Filed October 15, 1846

John Cassel Clerk

Served Oct 10th 1846 by reading to Salar G
Strong. demanded his fee which was paid by the
plaintiff -

Wm B. Malen D. Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

WE command you to summon *Silas G. Strong*

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house,
in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on be-
half of *Asa Gargy* — — — — — in a certain matter in contro-
versy in said court depending, wherein *Asa Gargy* — — — — —
is plaintiff, and — — — — — *John D. Fulton* — — — — — is defendant:
and this *he* shall in no wise omit, under penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house
aforesaid, this *9th* day of *October* A. D. 184*6*

John Cassil CLERK.

Union Comma Pleas

Asa, Caryl

vs Deposition

John S. Fulton

To the Clerk of the Court

Mr. Conroy & Co

Filed Oct. 3^d 1846

John Capril Clerk

Copied at request of Mr. Conroy

Oct 9th 1846

John Capril Clerk

Proceedings Staged by Superintendant on writ
of Error June 1st 1847

Philip Switzer Sheriff

Union - com. Deca

Ada Caryl
vs
John S. Fulton

Exhibit

Dans,	\$ 00 01
Cost	20 81
Writ	50

Filed June 9th 1847
John Cassilent

The State of Ohio Union County ss

To the Sheriff of said County, Greeting,

Whereas John Doe on the 7th day of May A.D. 1847
in our Court of Common Pleas within and for
the said County of Union recovered against John
S. Fulton his term yet to come in the follow-
ing lands & tenement, to wit; Part of Survey No.
4067 beginning at a Bur oak & Elm in the North
line of said Survey & corner to John S. Fulton
thence S. 79 W. 100 poles to a hickory sugar and
Ironwood thence S. 10 E. 168 poles to a hickory
and red oak thence N. 79 E. 40 poles to a stake in
the Road thence N. 39 E. 62 poles to a stake thence
N. 10 West 92 poles to the Beginning, with the
appurtenances situate in said County of Union
which Asa Caryl had demised to the said John
Doe for a term of years of years not yet
expired - Therefore we command you that
without delay you cause the said John Doe
to have possession of his term yet to come
of and in said tenements aforesaid with
the appurtenances and that you cause to
be levied of the goods & chattels and for want
thereof the lands & tenement of the said
John S. Fulton found in your Bailiwick
the sum of one cent Damage & twenty dollars
& eighty one cent the costs aforesaid with
interest thereon from the 7th day of May 1847
and in what manner you shall have execu-
ted this writ make appear to our said Court
of Common Pleas on the first day of their
next term, and have you then return this writ
Witness John Cassil Clerk of said
Court this 21st day of May A.D. 1847
John Cassil Clerk

2

Filed Dec 13, 1845

James Kirkaldy SR

Asa Cary's Surve }
18 }
John S. Fulton } for Spectral

Issue a writ of restitution to give the
Planting persons of the Land, also to collect the costs
Dec. 5/184

To the Clerk upon Law Files

W. B. Lewis Atty for P. M.

Asa Carr

18

John S. Fulton

} Esq et

James A. Siskina for delay by Thayer

Witness for plff Oct 8 1846

P. B. Cole atty for
plff.

Union Supreme Court

John D. Fulton }
vs. } John Error.
Asa Caryl, }

Assignment
of Errors.

John D. Fulton }
vs. } In Error.
Asa Caryl }

And the said John D. Fulton now comes and says that in the record and proceedings aforesaid there is error in this, to wit:

I. -- That the Court overruled the motion of non-suit made by the Defendant, when by the laws of the land it ought to have been granted:

II. -- That, after the Defendant had introduced evidence showing that the purchase money had never been paid, the Court, upon consideration of all the evidence adduced in said case, gave said judgment in favor of said Asa Caryl, when by the laws of the land it ought to have been given in favor of the said John D. Fulton:

III. ... That the motion made by the Defendant for a new trial was overruled by the Court, when by the laws of the land it ought to have been granted:

Wherefore the said John D. Fulton prays that the said judgment may be reversed, and that he may be restored to all things which he has lost by reason thereof.

By Allison & Curry
& Swan & Andrews,
His Atty's.

John S. Fulton }
vs } Ejectment - On Error -
Asa Caryl } In Court in Bank,
From Union County, Ohio -

Secret Statement of Counsel -

Henry Starr's Petition as Administrator of John B. Baird
decd, filed in Union Common Pleas to complete the real
contracts made by said Baird in his lifetime - sets forth
several contracts to different persons, among which is the
contract to David Witter ^{dated Dec. 4, 1835} for the land in dispute - set
forth in substance as follows, "Baird gave to said Witter
a title Bond for said land, ^{ninety nine acres,} for which Witter agreed to pay
the said Baird \$396 a part of which has been paid and the
balance was secured to be paid by the execution of three
notes to the said Baird for \$49 each payable in 1-2- & 3 years

with interest from date and which are not yet paid "
(This last is a quotation from petition of the Adm^r).

The decree states - "that the Court being satisfied that the
purchase money has been paid in part, and that the respective
purchasers or their assigns are ready to pay the balance
on receiving deeds of conveyance The Court do therefore
order direct and empower the Henry Starr adm^r of the
said John B Baird upon full payment of the purchase
money due to execute and deliver deeds of conveyance
in fee simple to the several purchasers of the tracts of land
described in the Petition - or to their assigns -

The deed from Starr to Witter was executed July

14th 1838 and after reciting the contract between Baird
& Miller and the proceedings upon the Petition of Starr as
administrator proceeds as follows, ⁵⁶ and such proceedings
have been had upon said petition that at the July term 1838
of said Court, the said Henry Starr has been authorised and
empowered to complete said contract and execute a deed
to the said David Miller. Now be it known that in consider-
ation of the premises and pursuant to the Order of Court
the said Henry Starr administrator of the said John B
Baird does hereby grant &c — The deed contains no other
statement in regard to the consideration money —

Allison & Curry Attys for Plff in Error
P. B. Coale Atty for Def. a. c.

Maywell Dec. 17/1867

Supreme Court Minutes Co. O.

John S. Fulton
vs E. de S. S.

Asa Caryl

Argument 1

By Pringle

& Pomeroy & Buck for Deft.

And in support of the ^{9th} proposition I refer to 4 Johnson 202
Jackson R. Sears Seneca v Board, - which sustains the doctrine
that a mere intruder cannot protect himself by showing
title but standing in a stranger, and Fulton the plff
in error stands in the relation of a mere trespasser on
this land showing no title in himself nor in any
body connecting himself with the title, neither
Beards heirs nor the Adv. are concerned in this suit.
and the denial of Fulton's right to make any further inquiry
after a regular title (on its face) is shown to be in the
defendant in error.

J. W. Cole Atty for
Def. in Error

John S. Muttter
Asa^{rs} Cary } In error

Further argument for Deft. in Error

In addition to what has been advanced by my Co Council in their arguments I submit the following propositions as sustained in this case,
1st That the Admrs. of Beards did convey ^{the legal} title of the land in conformity to Muttter

2^d That Cary is an innocent purchaser without notice depending ^{for his title} upon the order of the Court to make conveyance, and deed made in pursuance thereof, and that consequently he took all the land covered by the order and the deed.

3^d That the plaintiff in Error is a mere trespasser and cannot protect himself by showing an ant standing title in a stranger.


And first the facts in the case are in brief as follows Beards sold Muttter 100 acres of land by title bond, but before conveyance died, then his Admrs. then petitioned the Court for authority to convey. the Court granted the order. upon Muttter setting up in his petition that Muttter was ready to pay the purchase money. and then accordingly made the deed acknowledging the payment. which payment as we have seen was made by Muttter, ^{by} leaving the obligation given to Beards and giving new note with personal surety for the payment of the balance of the purchase money.

Now I contend that this was payment of the former obligation, it being destroyed and its nature entirely changed, and that the Admrs. was immediately chargeable as for so much money received from the estate. The Admrs. certainly had power to receive such payment as he chose, being responsible to the estate for the amount. In this case he took what he considered as good as money, and I insist that he had power to do so, and if it depreciated in his hands, or through neglect failed to reduce it to money, he was responsible for the loss. If the deed made upon this payment was not good, by the ^{same} sort of reasoning it would not have been good if Muttter had paid the Admrs. Bank notes that after depreciated


in his hands. — If this position we suppose cannot be sustained
— If the deed from the Adm^r is not good for the ten acres laid
in dispute, then it is good for the other 90 acres, as it covers
the whole 100. which are laid in ^{Common} and undivided. Now
could the deed have been for any part of the 100. if no abate-
ment had been claimed ^{for} ~~written~~ on the note, and he had paid
the note all up, according to its face. For according to the arguments
of the opposite side, the Adm^r had not power to convey title
at the time he made the deed, for want of previous payment
so full as a condition precedent to the grant of power,
and subsequent payment could not have cured the original
defect of power. — This sort of reasoning we consider untenable,
— the only safe legal view that can be taken of the matter as we
think, is that as between the Adm^r of Beard & the Estate of Beard
is to consider it as the payment by Witters note as so much
money ^{received} by the Adm^r, and that the Estate must look to him
for it. new parties having intervened. ~~and the land in the~~
~~hands of a — — — — — purchaser.~~

As to the second point that Gayl was an innocent purchaser,
without notice relying for title upon the order of Court and
the deed made in pursuance thereof, no man however
prudent and intelligent — could be expected look beyond
these recorded proceedings for evidence of title, it could
not be asked of him to enquire what kind of payment the
Adm^r had received or what use he had made of the money.
I insist that the purchaser depending upon an order of Court
authorising the Court to Adm^r to convey, and conveyance
made accordingly, as in this case would be viewed in the
same favorable light as a purchaser at Sheriff's sale. — If
the Court had jurisdiction to make the order, and deed
made (on its face) agreeing with the requirements of the
order, that ^{the} law will protect the title in the hands of an innoc-
ent purchaser without notice who was not party to the
original proceedings. In support of this proposition we cite 9. OR. 19 Sense
of Stall vs McAlister Ib. 117. Sense of Pillsbury vs Sugar &c

In Supreme Court
of Union County

 J. S. Hutton
vs.

Doe ex. d. Garyl
Error, in Bank.
Argument for Deft.



J. S. Sutton Tenant } Union County 1847.
vs } Error on a judgment in
Ex. d. Ann Caryl } Ejectment.

On the trial of the action of ejectment it appeared that both the plaintiff and defendant claimed from one Board; and the plaintiff in his chain of title, relied upon a deed made by a former administrator of Board de. by order of Court, to Witter, through whom the plaintiff claimed title. In the order of the Court upon which the Administrator made the deed to Witter it was ordered that the Administrator make a deed re upon the payment of the residue of the purchase money. It appeared in evidence, that the Administrator upon making the deed, instead of receiving the ^{purchase} money, he took a note from Witter with security, for the payment thereof. That afterwards, Witter resisted the payment of a part of the note on the account of the doubt as to the title of Witter to the very land now in controversy, and obtained an abatement on the notes to the extent of the land so in question.

Now, as we understand this case, the only point in question is, whether the deed so executed by the Administrator is ^{as} valid conveyance, as it was executed before the ~~consideration~~ ^{payment of the} residue of the purchase money was made in strict compliance with the literal construction of the order of the Court, although the payment had been received to the satisfaction of the Administrator.

It may be remarked in the outset, that the fact that Witter resisted the payment of a part of the note, given for the residue of the purchase money, has nothing to do with the question in this case; because the deed must be either valid or not, at its inception; and could not depend upon any subsequent payment of the purchase money or not. The administrator's deed contains

an acknowledgement of the receipt of the purchase money to his satisfaction. It appears that after the deed was executed to Witter the land was lited upon by an execution against Witter, and sold by the Sheriff to one Igou; and after being duly conveyed to him, it was sold and conveyed by Igou to the lessee of the Plaintiff. There is nothing in this case to show, but that the lessee of the Plaintiff was an innocent purchaser for valuable consideration without notice. The lessee of the Plaintiff, therefore is not a party to Witter's resistance of the payment of a part of the consideration money, nor bound by any thing done or not done upon that subject.

The question therefore ~~therefore~~ must be, whether or not, the deed of the Administrator was absolutely void, without showing, ~~that~~ the payment of the purchase money as a condition precedent. If it was merely voidable, dependent upon the subsequent payment or non-payment of the purchase money, then most assuredly, no one could take the advantage of it, and avoid it, but those who were interested in the payment of the purchase money. To this the defendant in execution was entirely a stranger; and only claims to show these facts for the purpose of establishing that Witter took nothing by his deed; and therefore that the title is out standing in Beard's heirs or other persons. The defendant claims nothing by connecting himself with the title or claim of Beard. He is a mere stranger to it. Nor does it at all appear that either the Administrator or heirs of Beard were now dissatisfied as to the conveyance or payment of the purchase money. We now do not contend, ~~but~~ that the representative of Beard, upon the subsequent non-payment of the purchase money, might, before the land passed out of Witter, set up a claim upon the land, as a line for the payment of the purchase money. But there is no such claim set up.

As to the question, whether the deed was void or not, on the account that the purchase money was not actually paid as a condition precedent, but the payment thereof only recurred to the satisfaction of the Administrator, we verily contend, that there can not be ^{any} well founded pretence for the position - that it is void.

The Statute upon this subject provides (see Swan's Stat. 215. S. 8.) "That it shall be the duty of the Court before the granting of the Order, to secure, or cause to be secured, to and for the benefit of the estate of the deceased Party, their just part and proportions of the Consideration of the said Contract." This section is directory upon the Court, and their violation of it, however erroneous, counts not vitiate the Conveyance; and certainly not ~~in~~ render it void in the hands of subsequent purchasers, at the instance of third persons who had no direct interest in the question. But the Court did comply with this direction of the Statute, and finding a part of the purchase money not paid, it ordered the conveyance to be made upon the payment of the residue of the purchase money. This was only directory upon the Administrator; in order to inform him that there was a part of the purchase money not yet paid, and that he should see that ^{that} it was secured ^{As also to pay the amount due, and prevent the vendee from demanding the conveyance without security, &c.} before the execution of the conveyance. The Administrator would become responsible for it; he might receive the money, and then lend it to the grantee, with or without security. He might not want the money then, and would prefer taking security, to the money itself. This would be a matter of discretion, and prudence with him. If he might thus leave the money in the hands of the grantee indirectly; why not do the same thing directly? For a man may do directly whatever he has a right to do indirectly. And surely no subsequent purchaser would ever deem it necessary to enquire as to the payment of the purchase

money, beyond the acknowledgment of the receipt of it, in the Administrator's deed.

In ascertaining whether an Authority or Power, emanating either from a private or public source, has been properly executed, the intention of the law or party giving it, is to be looked to as the Polar Star, governing the case. "An authority is to be construed so as to comprehend all necessary or usual means of execution, so as to give effect to the intentions of the parties." (Collier vs. Gurnment 1 W. Bl. 313. 13 Peters vs. C. L. Abe. 508. 35.) The object of the law was to require the purchase money to be secured; and the Court in ordering the Administrator to execute the conveyance upon the payment of the purchase money, only intended to direct him to see to the securing of the purchase money, and not to create a condition precedent. The Administrator became responsible for the purchase money, whatever was done with it. If he received it, he might spend it, or lend it again to the grantee; or he might say, I do not now want the purchase money, if I had it I should have to deposit it again for a while, I will leave it with you so that you give me your note with security.

In either or all of these cases the Administrator would become personally responsible, and neither of these would affect the validity of the title. This is just what was done in this case. The Administrator for some reason satisfactory to himself probably, did not wish to exact the money at that time, but chose to take a note with security. We know not but he considered it as cash paid, and charged himself with the amount of the money. But it makes no difference, he was chargeable with the money and it cannot affect the validity of the title.

After considerable research, we are compelled to say that there is no case, that we ~~are~~ have been fortunate enough to find, directly in point. But the following cases have a strong bearing upon the point.

In the case of Jackson ex. dem. McCarly vs. Van Halpen 5 John. R. 43. Where A & P. Ten Eyck gave a power of attorney to McCarly to survey and lay out into lots, a certain tract of lands, and to sell the same for the best price, so that no lot, should sell for a less price than a proportionate share of 1200 pounds for the whole tract, reserving a right to revoke the same &c. And McCarly had the tract surveyed and laid out into lots, and then sold the whole for the consideration of 1200 pounds to C. who afterwards reconveyed to McCarly. It was held that this was a good execution of the power, so far, at least, as to vest the legal estate in the grantee. In an action of ejectment by McCarly against a stranger in possession of a part of the tract, the defendant cannot avail himself of the objection, that McCarly exceeded his power, or that he was guilty of a breach of trust in selling the whole land to C.

Thompson J. in delivering the opinion of the Court in this case said; "Whether the conveyance given by McCarly to C. was absolutely void appears to be the material question in this case. If it was void, the Plaintiff according to his own showing would have no title ~~and have no title~~, and of course no right to recover, although no privity be shown between the defendant, and the Ten Eycks. I do not see how this deed can be said to be void. It is not so upon the face of it; nor does it appear to be made in violation of any statutory provision,

"is repugnant to any common law principles, so
"as to authorize the Court to pronounce it, ipso
"facto, void. Whether the defence of the Plaintiff was
"chargeable with a breach of trust in the sale to C,
"is not an inquiry of which the defendant can avail
"himself; no privity whatever being shown between
"him and the Ten Eycks. But it is by no means
"clear, that there was even a breach of trust. The
"general object of the Ten Eycks appears to have
"been to have the land laid out in town lots and
"sold as such. Their agent, however was not
"limited in this respect. The only limitation contained
"in the power was not to sell any lot for a less
"price than a proportionate share of 1200 pounds
"for the whole tract. But, admitting that the agent
"exceeded his authority, the principle may have
"been satisfied with the sale, and may have subsequ-
"ently ratified and confirmed it; and it would be
"going a great length to permit a stranger to dis-
"affirm it. Although it is a well settled rule in
"equity, that a trustee or agent to sell, shall not become
"himself a purchaser; yet it is not a matter of course
"for a Court of Chancery to interfere, and set aside the
"purchase, as against the agent himself; the purchase
"shall stand, if the certain trust chooses to agree
"to the sale. The doctrine in equity on this subject
"shows how important improper it would be for a
"Court of law to interfere, in the first instance,
"between the agent and a stranger, and set aside
"the purchase, as absolutely void."

In the case of Beals vs. Allen 18 John. R.
363, it was decided that in an action of trespass
brought by the vendee of the Clerk of a judgment
debtor, ^{who sold the property} without authority, against the sheriff who had

1
taken the property upon an execution against the principal in favor of his creditors, that although it did not appear that the principal had ever disaffirmed the act of his clerk, and a stranger Court not object to the want of authority, yet the sheriff, acting in behalf of the judgment creditors, who were interested, was not considered in that light, and might insist that the property had not changed for the want of authority in the clerk to sell.

These cases are strong to the point, that admitting that there was an objection to the execution of the deed by the representatives of the estate, for the cause that the purchase money was not paid, if that be the fact (which does not appear) yet that objection could not be made by a stranger. As to him, he is bound by the admission of the administrator in the conveyance, that the consideration money was paid; and it does not at all appear, but that the administrator charged himself with the money, that the estate is satisfied as to its claim, and that it is a personal matter between the administrator and the vendee, to which the defendant in execution in this case, was an entire stranger.

But we must conclude in the words of Mr. Justice Tompson above quoted; "I do not see how this deed can be said to be void. It is not so upon its face; nor does it appear to be made in violation of any statutory provision, or repugnant to any common law principle, so as to authorize the Court to pronounce it ipso facto void." And certainly there is no other position can be taken, but that is directly repugnant to the clearest principles of law.

Powell & Buck,

John S. Fulton

vs

asa Caryl's Lessee →

argument in reply by
counsel for plaintiff in

error →

Gowan + Andrews -

John S. Pullin

"

and Bayle

} Argument for Plaintiff in
error, in reply -

1. a Petition was filed by the administrators of Board to complete a real contract of the intestate, made with one Wither -

2. an order was made by the Court, "that the Court being satisfied that the purchase money has been paid in part, and that the respective purchasers or their assigns are ready to pay the balance, on receiving deeds of conveyance, the Court do therefore order direct and empower the said Henry Starr, administrator of the said John B. Board, upon full payment of the purchase money due, to execute and deliver deeds of conveyance in fee simple to the several purchasers of the tract of land described in the Petition, or to their assigns" - (See copy of order as agreed upon by Counsel) -

3. The purchase money referred to was not paid by Wither in full, but the payment of a part was resisted by him on the ground of a failure of title, and is a suit by the administrators against him for the money, his defense was sustained and judgment rendered in his favor - It is the land which Wither thus refused to pay for, that is involved in this case -

b. The defendant in error claims under a sale and conveyance made by the Sheriff, by virtue of a judgment and execution against Wither - and relies upon the deed of the admin

estate to Wether, or conveying all the land to him - as well the part not paid for as the part paid for by Wether -

now the question before the court is this - was the deed which was executed by the administrators of Beard to Wether, without a payment of the purchase money in full as prescribed by the order, a good and valid conveyance to pass title -

We say that the court gave no authority to the administrators to make a deed, unless the purchase money should first have been paid, in full - The deed of the administrators could only operate as a conveyance, by virtue of the power, the administrators having no estate in the land - a naked power, coupled with no interest whatever, was conferred upon the administrators, to be exercised by him in case the purchase money should be first paid, and which money the order of the court found to be ready at the execution of the deed - It is manifest that the court did not intend to give any authority whatever in the matter, ^{to the administrators} unless the money which was ready should first be paid to him, the deed therefore is to all intents and purposes the deed of a stranger, having neither title nor authority to convey - It is absolutely void -

As to the policy of giving such a construction to this order, the present case with its disastrous consequences, sufficiently shows it - Had the administrators and purchasers obeyed as they were bound to ~~do~~ obey strictly the order of the court,

This case could not have arisen -

In reference to private powers, the construction for which we contend is we think overwhelmingly sustained by the authorities - we refer the Court to Sugden on Powers, page 261 & c. as to the "conditions required, not relating to the instrument" - on page 262, it is said that when a tender of a sum of money is required to the valid execution of a power, the tender must have been made at the execution of the power is, invalid - even a tender at the particular place designated, in the absence of the person to whom it is to be made, and without notice to him, would be insufficient to make the execution of the power valid -

On page 265, it is said that when the consent of a third person is required, that consent must first be obtained, or the conveyance is void - and if the person whose consent is required die before it is obtained, the power cannot be executed - where trustees had power by consent of the wife, in writing to raise money &c. and they raised the money without a written consent, it was held that a subsequent regular consent, by which the wife declared that the sale was with her full consent, was not valid, and the trustees were compelled to repay the money - p. 266 - In the case of Dickens v. Ricks, Burke's Chancery, 335, it was held, that when a power was given to sell, ~~so much land~~ (for the purpose of raising so much money as the personal estate should prove deficient in paying debts), ~~so~~ much of the land of the devisee as should be necessary, it was held,

that this was a condition precedent, and that
unless there was a deficiency of personal assets. The
deed was wholly void, and in case of mere de-
ficiency, the deed was only good to the extent
of mere deficiency - The case is referred to a condition
in Deeds or power. 267 - a purchaser in order to be
safe must know that the condition has been
observed or complied with strictly -

So where a power of sale was given to trustees
so that the money was paid to them & laid
out etc. This was declared to be a condition pre-
cedent - Idem. p 268 -

If these principles are recognized by the Court as
law, they are we think conclusive of this case -
If the power under which the administrators acted
in this case, had been a simple power of at-
torney from the owner, in the same language,
used by the Court in this order, a deed made
without the money being paid ^{paid by the English Courts to be} would be
entirely void - It is not necessary however for the
Court to go the full length of these authorities
in deciding this case - The power under which
this administrators acted is a public, not a
private power - It is to be construed we suppose
precisely as if it were expressed by Statute -
Now we suppose powers of this nature are to be
construed ~~more~~ more strictly than private powers -
We refer the Court on this point to authorities cited
by Mr. Alderson & Curry - We think the Court will
not hesitate to apply at least to the execution of
these public powers the strictest rule that in
England are deemed essential even in the execution
of private powers - Sound policy as well as sound law
would seem to require this -

Swan & Mackness,
attys in fact in error -

Union Common Pleas

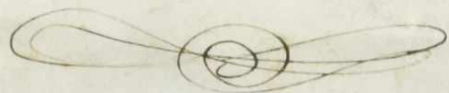
Asa Cayrol
vs Depositions
John S Gulleton

opened at request of attor-
nies for Defendant
John Capril Clerk

Mr. John Capril
Clerk of the Court
Union County
Ohio

Filed Oct 20. 1846
John Capril Clerk

Brief,
for Pleff in Error.



Allison & Curry.

John D. Fulton }
vs. } the Error.
Asa Caryl }

This was an action of ejectment, and was tried by the Common Pleas without a jury. Each party holds a portion of survey No. 4069. Henry Starr, as administrator of John B. Beard, is their common grantor. Witter, (from whom Caryl's title comes down,) had, in the lifetime of Beard, contracted to purchase from Beard the land which Caryl now holds. Starr, as admr. aforesaid, filed his petition in the Common Pleas, asking authority to complete Beard's contract, by conveying the land to Witter. The Court rendered a decree authorizing him to convey to Witter, upon the payment of the purchase money in full. Starr afterwards made the conveyance to Witter without having received any portion of the purchase money contemplated in the decree. At a time still later Starr sued for the purchase money, but Witter pleaded failure of consideration in part, on account of an interference between the lot which Starr had conveyed to Witter and that which he had previously conveyed to Fulton. The value of the interference was deducted by the Court from the amount of the purchase money for which Starr had sued Witter. This interference between said lots is the premise for ~~which~~ the recovery of which the ejectment below was brought. The plea below, in making title, shows the decree above mentioned authorizing Starr to convey, and also his deed made to Witter, which deed shows no payment of purchase money. The Def. below then moved a nonsuit, on the ground that there had been no proof of the payment of the purchase money from Witter to Starr, and that, in default of such proof, it had not been shown that Starr had any power to convey. The motion of non-

Judgment was reversed, to which Starr excepted. Defendant then proved the non-payment of the purchase money. The Court then upon the whole of the evidence, gave judgment in favor of the plaintiff below. Defendant then submitted his motion for a new trial, upon the ground that the decision was contrary to law and evidence, which motion the Court overruled, and the defendant again excepted. And the question now is, whether the Court erred in thus deciding.

The decree raised, in Starr, a power to execute a deed to Witter.

The Court, as the instrument of the law, was the donor of the power; and, in creating it, expressly prescribed the conditions of its execution.

The prominent condition was, the "payment of the purchase money in full."

This condition never was complied with. Counsel for the defendant in error are mistaken in saying that the deed made by Starr to Witter acknowledges the payment of the purchase money, there is nothing of the kind contained in it. On the other hand, it was proved, as is shown by the Bill of Exceptions, that the purchase money was not paid.

But the deed was made by Starr to Witter, without either waiting for or requiring the payment to be made.

Did the deed, thus made, pass the title to Witter? We insist that it did not. Starr was bound to a strict observance of the terms imposed by the Court, the grantor of the power. In default of such observance he had no power, and his act was void. In *4 Kent's Com. 330*, we have this emphatic and conclusive language: — "It is the plain and settled rule that the conditions annexed to the exercise of the power must be strictly complied with, however unessential they might

have been, if no such precise directions had been given. They are incapable of admitting any equivalent or substitution; for the person who creates the power has the undoubted right to create what checks he pleases to impose to guard against a tendency to abuse. The Courts have been uniformly and severely exact on this point."

In the same book, page 333, it is said:— ~~It is the~~
~~general rule that~~ "If the conditions annexed to a power be merely nominal, and evince no intention of actual benefit to the party to whom, or in whose favor they are to be performed, they may be wholly disregarded in the execution of the power. In all other respects the intention of the grantor of a power, as to the mode, time, and conditions, of its execution, shall be observed, subject to the power of the Court of Chancery to supply defective executions."

In the case of Nalle's Reps. vs. Fenwick, 1 Randolph, 585, it was held that, "Where a naked power is given by law to an officer or other person, that power must be strictly pursued, especially if such proceeding involve a forfeiture; and it devolves on him who claims a right under the exercise of such power to show that it was in all respects exactly pursued."

The case of Laylor ex dem Atkins vs. Wade, 1 Burr. 60, is in point. There it was held that,—"The limitation and modifying of estates by virtue of powers came from equity into the common law, with the statute of uses; the intention of the parties who gave the powers ought to govern every construction of them; they shall not be exceeded nor their conditions evaded, but shall be strictly pursued in form and substance; and all acts done under a special authority, not agreeable to or warranted by it are void."

The doctrine is well settled that "powers are to be construed strictly."

Fouch d. Woolston vs Woolston
1 W. Black. 281.

also, 2 Burr. 1136.

Mr. Justice Story, in his Commentaries on Equity Jurisprudence (1. Story, Eq. Jur. 114, § 96) says:—"But in cases of defection of execution of powers we are carefully to distinguish between powers which are created by private parties and those which are specially created by statute; as, for instance, powers of tenants in tail to make leases. The latter are construed with more strictness; and whatever formalities are required by the statute must be punctually complied with, otherwise the defect cannot be helped!"

In the case of Bright vs. Boyd, 1 Story's Rep. 478, the same distinguished Judge has said that, "It is a well settled doctrine that although Courts of Equity may relieve against the defection of execution of a power, created by a party; yet they cannot relieve against the defection of execution of a power created by law, or dispense with any of the formalities required thereby for its ^{due} execution."

and see, to the same purpose, 1 Honbl: Eq. B. 1 Ch. 4, § 25, note (c); and, also the case of The Earl of Darlington vs. Pultney, Corp. R. 267.

Chancellor Kent says, (4 Com. 333), "It is the general rule, that a power cannot be exercised before the time in which it was the intention of the grantor of the power that it should be exercised!"

And, to the same purpose, see Co. Lit. 113; and the case of Cox vs. Day, 13 East's Rep. 118.

The foregoing authorities we think clearly establish the doctrine that the person entrusted with the execution of a power, either of a public or private nature, is strictly bound to follow the very terms of the grant, as to mode, time, and conditions of execution. And if there be any difference at all, the rule will be most rigidly ^{enforced} in the case of a public power.

But it may be said that these rules are peculiar to equity jurisdiction, and do not apply in this case, which is an action at law. Not so. Mr. Justice Kent was treating of the construction and execution of powers at law. And it is well settled that "Powers are to be construed in the same manner in a court of law as in equity." (Rex vs. Buckley, Dougl. Rep. 293.)

It was a condition of the power to Starr, that the purchase money should be paid. This condition he disregarded. The creation of this condition involved a fixation of time; for, until the act of payment should happen the time for making the deed could not arrive. This prescription or limitation as to time was disregarded. But the authority above quoted is express that every requisite, as to mode, time, and conditions, shall be observed; otherwise the execution is invalid. Therefore the execution of the power by Starr was invalid. — Possibly a Court of Chancery might remedy the defective execution, but a Court of law has no such power.

It may perhaps be said that a deed is an instrument of such efficiency that it will take effect, upon delivery, without regard to any question of condition or consideration. This is not always true. The true doctrine is

stated in Chitty on Contracts, page 5, note (5), as follows:
"It should be observed that although a consideration is not necessary in general to give effect to a deed or covenant under seal, yet the total failure of a consideration, obviously intended to exist, and upon which the instrument is meant to be founded, will afford a defence." — In this case there was a total failure of the consideration for the land in controversy, viz. the interference between the lands of Fulton and Cay. Therefore, upon the authority cited, we may defend, and may inquire as to the validity of the execution of the power, notwithstanding the ^{fact that the} mode of execution was by deed.

But the same result can be otherwise arrived at. In order to give efficacy to a deed, it is an indispensable prerequisite that power should pre-exist in the maker to execute it. Without such power, the deed may be perfectly formal, and may be duly executed and delivered, and yet it shall be a ~~perfect~~ nullity. This doctrine is too plain to need enforcement. All the authorities which hold that the consideration of a deed is not material, are predicated upon cases where power to execute clearly existed. But in Starr we have shown there was a defect of power. Therefore his deed did not necessarily take effect merely because it was a deed.

It is said, however, that an statute makes it ^{the duty of the} ~~the duty of the~~ Court to cause the ~~the~~ moneys, in cases like the present, to be secured, and that the manner of securing it is discretionary with the administrator. We do not so understand it. The Courts have power, it is true, to order the moneys to be secured only. But they have ^{also} power to make a very different order, that

that is, that the money shall be paid in hand. Paying money at one time, and promising that it shall be paid at another time are ~~very~~ ^{totally} different things. They are not confounded either in Courts of justice or any where else. When the Court said in this case that the money should be paid, why did they not ^{instead} say that it should be secured? If they had so intended, so they would have said. But they said something else. They said actual payment; and by that condition the administrator was bound. And it will not do to say that the Administrator became responsible for the money, and that his responsibility is tantamount to payment. The pecuniary responsibility of an administrator (even with the aid of his bond) is always more or less problematical. Justice to those interested in the proceeds of the sale forbids that they should be compelled to accept such doubtful responsibility as being equivalent to the tangible and actual consideration of cash in hand. Neither will it do to say, that the administrator, when ordered to require payment in hand, might, in his discretion, take that which, although not money, he might consider the same as money. The proposition is a direct contradiction of the conclusion authority cited above. "It is the plain and settled rule," says Judge Kent, "that the conditions annexed to the exercise of the power must be strictly complied with, however unessential they might have been, if no such precise directions had been given. They are incapable of admitting any equivalent or substitution." (4 Kent's Com. 330.)

The administrator in the exercise of a power,

in this case, which must be strictly construed, attempted to substitute for the condition named by the Court something else, which is claimed as an equivalent. But the condition was "incapable of admitting any equivalent or substitution!" Therefore his attempt was futile, and his act void.

Again, it is said that, at the time Starr took Witter's note for the purchase money, Witter's old obligation, given a short time to Beard, was lifted; and that this transaction was an actual payment. We think there is no ground whatever for this position. The arrangement thus made between Witter and Starr was merely a novation of the debt.

It is also contended that the Defendant in error is an innocent purchaser without notice, and that, therefore, his title must be sustained. We think otherwise. When I got bought the land at Sheriff's sale, it was sold to him as the property of Witter. But the title had never vested in Witter. Could the Sheriff sell to Igon any greater interest than Witter had in the land? Clearly not. Neither could Igon pass anything more by his sale to Caryl. The proposition, then, is that the Court is bound to protect Caryl in the enjoyment of that which he never had! All the cases in which purchasers at Sheriff's sales have been protected, have been cases where title subsisted in the judgment debtor when the levy and sale were made, but where irregularities took place in the proceedings. A levy upon land to which the judgment debtor has no title is an utterly worthless levy, and the sale will pass to the purchaser absolutely nothing. Such was the case

= dition of this sale. The doctrine, therefore, under which the Defendant in Error strives to shelter himself, can afford him no security.

On the part of the Defendant in Error it is also asserted that Fulton is a stranger, not having any connection with the title, and that, therefore, if the deed is defective, he cannot object to it. To this we reply that Fulton is no stranger. He is directly connected with the title. He and Cary are both grantees of Starr, and, by virtue of their respective deeds from Starr, both claim the same lot of land, and the very lot for the recovery of which this suit in ejectment was commenced. In his action of ejectment Cary must recover, if at all, upon the strength of his own title. In trying to do so, he has himself exhibited an utterly defective title, and one which the Court ought to have rejected, even if Fulton had made no attempt, whatever, at defence. As we have said, however, Fulton is no stranger to the title. This is fully shown by the deposition of Silas G. Strong, which is on file among the papers in this case.

But even if he were a stranger to the title, he might object the defective execution of the power. This is expressly decided in the case of Linclair vs. Jackson, 8 Cowen, 544.

In view of all the foregoing, we feel great confidence in asking this Court to reverse the judgment of the Court of Common Pleas.

Allison & Curry
Atty's for plff in Error.

Under Com Pleas

Asa Caryl Senr

vs
John S. Fulton

Abans Facias

Damage \$0.01
Costs in com. Pleas 20.81
Costs in Supreme Court 15.88
writ "41

Rec. \$22.81

Filed Aug 30. 1849

J. H. Knapp Jr. CW

Received this writ December 29, 1848. served this writ by giving the within named Asa Caryl possession of the within described real estate January 5th 1849. By order of P. B. Leob Caryl returned without further process.

Fees = service 1.00

Mileage 10 = \$1.10

Philip Under Sheriff

The State of Ohio Union County Ss.

To the Sheriff of said County Greeting.

Whereas John Doe, on the 7th day of May A.D. 1847, in our Court of Common Pleas, within and for the County of Union, by the judgment of the same Court, recovered against John S. Fulton, his term, then and yet to come of and in, the premises described as follows to wit, part of Survey N. 4067, beginning at a burr Oak and Elm in north line of said Survey and corner of John S. Fulton, thence S 79. W. 100, poles to a hickory and iron wood thence S. 10. E. 168 poles to a hickory and red Oak, thence N. 79. E. 40, poles to a stake in the road thence N. 39. E. 62 poles, to a stake thence N. 10. West 92 poles to the beginning, also ten acres of Arable Land forty acres of Wood Land and fifty acres of other Land with the appurtenances situate in said County of Union, which Asa Caryl on the first day of June A.D. 1844, had devised to the said John Doe, and his assigns from the 1st day of June 1844, for and during and unto the full end and term of ten years from thence next ensuing, and fully to be complete and ended, by virtue of which said devise the said John Doe, entered into the said tenements with the appurtenances, and was possessed thereof, until the said John S. Fulton, afterwards to wit on the first day of June 1845, with force and arms &c. entered into the said tenements, with the appurtenances, which the said Asa Caryl, had devised to the said John Doe, in manner and for the term aforesaid, which was not then nor is yet expired, and ejected the said John Doe from his said farm; whereof the said John S. Fulton, is convicted as appears to us of record; therefore we command you, that without delay you cause the said John Doe to have the possession of his said term yet to come of and in the tenements aforesaid, with the appurtenances; and in what manner you shall have executed our command in this behalf, make appear to our said Court of Common Pleas, at their next term; we also command you that of the goods and chattels, and for the want thereof, then of the lands and tenements of the said John S. Fulton, in your bailiwick, you cause to be made the sum of one cent damages and twenty dollars and eighty one cents costs of suit in the Court of Common Pleas, and also the sum of fifteen dollars and eighty eight cents costs of suit in the Supreme Court, which the said John Doe recovered against the said John S. Fulton, whereof the said John S. Fulton, is also convicted as appears to us of record, and have you the said moneys before our said Court of Common Pleas, at their said next term, to receive &c; and have you then there this writ,

Witness James Kirkcaldy Jr. Clerk of said Court
at Mansville this 29th Day of December
A.D. 1848.

James Kirkcaldy Jr. Clerk,

John Doe ex dem
Asa Caryl,
vs
Richard Roe
Nax

Service -	\$0-35
Copy - - -	25
Mileage - -	5
	<hr/>
	\$0,65

Filed Oct 27 1845
John Cassil clk

Cast. bill man

Filed Sept 2^d 1847
L. Hoyt clk
Fees Paid by O. Curry Esq

Received in L. C.

Received this writ Oct 18th & 1845
Served by Certifier copy of this writ
Thos M. Harrison Sheriff

State of Ohio }
Union County ss }

Court of Common Pleas of
Union County Ohio

August Term 1845

John Doe complains of Richard Roe for that Doe
Carry C on the first day of June
A.D. 1844. at the County aforesaid had demised to
the said John the following lands & tenements to wit
Part of Survey No 4067 beginning at a Bur oak and Elm ⁱⁿ North line
of said survey and corner of John S. Sutton thence S 79 W 100 poles to a hicko
ry sugar and hornwood thence S 10 E 168 poles to a hickory and red oak thence
N. 79 E 40 poles to a stake in the road thence N 39 E 62 poles to a stake thence N 40
West 92 poles to the Beginning Also ten acres of arable land
forty acres of wood land and fifty acres of other land
with the appurtenances situate in said County of Union
To have and to hold the same to the said John from the
first day of June 1844 in the year aforesaid for and
during the term of ten years thence ensuing By virtue
of which said demise the said John entered into the said
tenements with the appurtenances and was possessed there
of for the term aforesaid and the said John being so thereof
possessed the said Richard afterwards to wit on the first
day of June 1845 at the County aforesaid with force and
arms entered into the said tenements with the appurten
ances and ejected the said John therefrom and other
wrongs to the said John then and there did to his damage
five dollars and therefore he sues &c

By W. C. Lawrence
his atty

Mr John S. Fulton Esq

I am informed

that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in this action as casual ejector and having no title to the said premises do advise you to appear at the next term of the court of Common Pleas within and for the county of Union and State of Ohio and make yourself defendant in my stead otherwise judgment will be entered against me by default and you will be turned out of possession

Richard Roe

Oct 15. 1845

Served on me this
19th day of Oct. 1846

Oliver Cunn
Atty for Deft.

John Doe & son
Ada Cary
vs

John S. Fuller & son

County of Union
State of Ohio
vs
John S. Fuller & son

Deposition will be taken in this
case by plaintiff at the office of James Turner JP in the Town
of Mansfield County of Union and State of Ohio on
~~Friday~~ Tuesday the 20th day of Oct. 1846 between six
A.M. and nine P.M.

Dated Oct 19 1846

Ada Cary

By P. S. [Signature]

Deposition of a Witness taken in a Cause pending in
the Court of Common Pleas within and for the County of
Union and State of Ohio where John Doe et. al. vs. A. B. C.
Caryl is plaintiff and John S. Fulton is Defendant, and
for the said plaintiff in pursuance of the notice hereto attached
and at the time and place therein mentioned, both parties present,
Selas G. Strong of the County aforesaid of lawful age
being first duly affirmed as hereinafter certified of, say,
and say -

Question by Plaintiff -

Are you acquainted with the land
that Henry Starr as Administrator of John B. Beard deceased,
deeded to John S. Fulton, and the land the said Starr as
such Administrator deeded to David Witter, being parts of Survey
No 4069 in Paris Township of said County, If so, state
if the deeds recorded in Record No 6 in the Recorder's office
of said County on Pages 471, and 472 are the deeds for said
lands. And then state the circumstances of the sale
of said lands, as far as you know them.

Answer

I am acquainted with the lands that Henry
Starr Adm. of John B. Beard deeded to John S.
Fulton & David Witter and that said deed to John
S. Fulton is recorded in Book No 6 page 471 is the
for the said land also that the deed to said David
Witter is recorded in Book No 6 page 472 & that
said land is part of Survey No 4069 - - -
Some thing like three years before said deeds
were executed as the Attorney in fact for John
B. Beard in his life time I sold to John S. Fulton
all the land situated on the south east side of
the Milford Road at which time I went
with him to all the corners and showed him
the boundaries beginning at the North corner

& passing up the East Side to the South East corner
then westerly with the line South line -
to the Melford road & showed him a stake set in
the Road on the East Side of the Wagon Track -
then with the road to the North Line of the
Lot & to another stake but it was witnessed by
one or more small Elm Trees - At the same
time I showed him the boundaries of the
triangular Lot on the West Side of the road
but he did not then buy it I made him
a title bond to the Land on the East Side
of the Road some few months after this sale was
made to John S Gullett I made a sale to David Witter for
the Land as described in his Deed I showed him the
South East corner stake set as stated above & also
another stake about 60 or 62 poles Northwardly
but this last mentioned stake was on the West
Side of the Tract ~~where~~ of the road but
both corners was considered in the center
of the Road & this last mentioned stake
was the corner to the triangular Lot which
I had showed to John S Gullett after show-
ing this much to Mr Witter he told me
he had been around it & as he had Land
adjoining was satisfied & I executed
to him a title bond as the atty in fact
of John B Beard - About a year still
later I sold the triangular ^{Lot} to Mr J S Gullett
& took up the first bond given to him &
gave him a bond including all the first
sale together with the triangular Lot
In the 1st sale to Mr J S Gullett I think that
the words "in the road" - occurred after the word
stake but in the second bond the words "in the

Answer

I do not expect to be in Marysville at the next Term of the Court

Question by Sam. — In the Answers which you have given above and in which you speak as to the boundaries of the Fulton and Caryl lands, and the corners thereof, and the identity thereof, or any part thereof, did you speak from distinct recollection, or from an examination of records?

Answer I spoke from a distinct recollection of all the particulars except I did not distinctly recollect the kinds of timber which marked the North East corner of Witters & Caryl's lot & the Northwest of J. S. Fulton's but I distinctly remembered that the Deeds followed the description in the bonds which I had executed & I recollect to have shown to John S. Fulton the corner & knew that I had given the true description as to his Fulton's west line & Northwest corner

Question by Sam. Is the paper marked (A) and among the papers in this case the ~~same~~ position made made by you in this case previous to the last Term of this Court of Common Pleas for Union County?

Answer

It is

Question by Sam. — Were the title bonds given and dated at the time you state the sales to have been made to Witter & Fulton respectively?

Answer I do not recollect dates but think that the 1st Bond was to Fulton for the land on the East side of the road and the next to Mr Witter some months later & about a year still later the 1st bond executed to J. S. Fulton was taken up & a new bond given including the triangular lot on the West of the road —

road, after the wood stake was not used although I distinctly recollect sharing to Mr J S Fulton the two stakes in the road about sixty rods from each other —

Question by same - for what distance was the Milford & Mansfield Road the boundary between the said Fulton & the said Witter said fence

Answer

It was sixty two poles

Question by same - Have you examined the Consent Rule filed by the said John S Fulton in the aforesaid suit between him the said Cary & ~~Witter~~ in which this deposition is taken, if so state whether said land is included in the said deed made to said Fulton or the said deed made by said Witter to David Witter.

Question Answer I have Examined at the Consent Rule - It is included in the deed made to David Witter - But if Mr J S Fultons last course be as stated in his deed and leads to the oak corner the land mentioned in the Consent rule ~~is~~ is not in Fultons deed

question by same. ~~What constituted the North East~~
~~What was the North East corner~~ Does the said land sold to Fulton & that sold to Witter corner together at the North East corner of some the said land so sold to Witter and the North West corner of that sold to Fulton if so tell what that corner is

Answer They do corner together & the corner is a Black oak & Elm in the original North line of the survey

Question by Defendant: - Do you, or do you not expect to be in Mansfield, at the time of the next Term of the Court of Common Pleas for Union County?

Question by Sam — Do you know whether any other of said bonds than the one you say was first given to Fulton, were ever lifted and others given in their stead?

Answer There was not that I recollect

Question by Sam — Were you present at the time the deeds of which you speak above were made by Henry Starr as administrator of said Beards, and delivered to said Fulton and said Witter? and if so which deed was delivered first?

Answer

I was Present all the while & think that Mr Fulton, was delivered first perhaps 30 minutes perhaps one hour —

Question by Sam — Did John S. Fulton pay for all the land which his said deed covers?

Answer I do not know more than that he paid for the number of acres which his deed calls for

Question by Sam — Did Witter pay for all the land covered by his said deed? and, if not, what portion was it which he did not pay for?

Answer Mr Witter & myself promised to pay for all the land covered by his deed but we did not pay as much as we promised and I do not know how much of an abatement Mr Witter had but I understood that the court allowed him to pay less than we promised in consequence of this interference that is to say he did not pay for a piece of ^{ground} disputed, but at the time I did not know exactly the shape of the interference

Question by Sam — Was the "disputed ground," of which you speak in the last answer, the same ground now in dispute between ^{said} Caryl & Fulton?

Answer

It is - The same

Question by Sam - In the last answer but one you say the Court allowed Witter to pay less than was promised for said land. State how it happened that said action of the Court took place?

Answer

At the time the deed was executed Mr Witter & myself gave a note payable to ^{or at} The Urbana Bank for a balance due & Mr Witter & myself were sued & Mr Witter alone defended & pleaded that the consideration for which the note was given he had received in getting possession of & the court allowed an abatement on the testimony -

Question by Sam - Is your recollection distinct that the first title bond to Fulton, about which you have testified above, called for "a stake in the road"?

Answer My recollection is that my - almost universal practice was to use the words "in the road", when that was the fact - & knowing that I had shown him the stakes in the road is - my presumption upon which I formed my opinion I do not recollect as to the fact

question by Plff

What has become of the bonds above testified to

by you

Answer I think that the 1st was destroyed - by me & I believe Mr Starr took the others - to Cincinnati -

Seas G Strong

I James Turner a Justice of the peace in and for
the Township of Paris in the County of Union Ohio
do hereby certify that the above named Silas G. Strong
were by me first duly affirmed 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 himself and
was taken at the time and place specified in the
in closed notice

In testimony whereof I have hereunto
set my hand this 20th day of October 1846
James Turner J. P.

fee Bill

Justices cost	\$ 1.50
Witness fee	50
	<hr/>
	\$ 2.00

Supreme Court Case File

Case No. 1847-SC-0004

Supreme Court

47-SC-4

No.

Union Common Pleas Court.

W H Goble

Plaintiff,

AGAINST

Chas W Rosette, et al

Defendant.

July 1848,

In Error

Judg vs Plaintiff

Supreme Court

Journal 1

Page 109

Record No. 1

Page 449

Ex. Doc.

Page

In Union born Plus

W. H. Goble for
use of Sheldon &
Winslow

ms

C. W. Rosette &

H. Lee

Filed Oct. 16 - 1846
John Cassel, Clk

Allison & Barry

W. H. Goble for the
use of Sheldon & Winslow } In Account
vs } Damages \$300.00

C. W. Rosette &
H. Lee

Issued a summons
returnable forthwith.

Endorse "suit brot. on note of hand given
by defendants to plaintiff for two hundred
dollars, dated April 27th 1846 and payable
by the 1st day of August 1846 - &c. Also
for goods sold and delivered, money paid
and received &c. Damages claimed
as due \$300.00.

To the Clerk of Union Com Pleas

Dated Oct 16th 1846

Allison & Curry Attys
for Plt

Just brought in a note of hand given to defen-
dant to pay till for two hundred dollars
dated April 27th 1846 and payable by 1st day
of August 1846 the de also in good order
and aliened, money had & received of
damages claimed was \$ 300-00
Union & every other
for self,

Union Com. Pleas

W. H. Gable for de
is

C. W. Kaath & H. Lee

Service ---	\$0 55
Copies ---	20
Mileage ---	5
	<hr/>
	\$0,80

Wm M Robinson
Sheriff

Filed Oct 16, 1846
John Capital Clerk

Served Oct 16th 1846, by a certified copy
to C W Kaath, on H Lee by certified
copy of this writ left at his residence
Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon *C. W. Basette & H. Lee*

For the writ
on the first day of ~~_____~~, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto *W. H. Goble for the*
Use of Sheldon & Winslow to appear

in a plea of *assumpsit* damages *three hundred* dollars.
And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of
said Court, at the Court House afore-
said this 16 day of October A. D. 1846.

John Cassil CLERK.

Union Common
, pleas

W. H. Goble, for, &c

vs. ~~W. H. Goble~~

C. W. Rosette, &
H. Lee

Nar. in Assumpsit.

Filed Nov. 26th 1846
- John Cassilent

last bill made
in Supreme Court

Recorded in Supreme
Court.

Allison & Curry
Atty's

The first count of this declaration men-
-tions no part thereof and how-
-ever the said last mentioned de-
-clarant claims, nor either of them
-nor any part thereof to the de-
-fendant of the plaintiff three thousand
-dollars, and thereupon he sued, &c.
By Allison & Curry
his Attorneys.

The State of Ohio } Court of Common Pleas
Union County ss } October Term A. D. 1846

W. H. Goble complains of G. W. Rosette and H. Lee in a plea of Assumpsit for that whereas the said G. W. Rosette and H. Lee on the 27th day of April 1846 at the County of Union in the State of Ohio, made their promissory note in writing and delivered the same to the said W. H. Goble and thereby promised to pay to the said W. H. Goble Two Hundred Dollars on or before the first day of August 1846 which period has now elapsed, and the said Defendants then and there in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof;

And also for that whereas the said G. W. Rosette and H. Lee on the first day of August 1846 at Union County Ohio were indebted to the said W. H. Goble in Two Hundred Dollars for the price and value of goods then and there sold and delivered by the plaintiff to the Defendants at their request;

And in Two Hundred Dollars for money then and there received by the Defendants for the use of the plaintiff;

And whereas the Defendants afterwards on the second day of August 1846, in consideration of the premises, then and there promised the plaintiff that they would pay to him the said last mentioned several sums of money on request; yet the said Defendants have disregarded all of their aforesaid promises, and have not paid the said sum of money in

Filia July 19 1847

John Cassio etc

Gable partner
of Sheldon

vs
C. W. Bantle
vs
The Lee

} judgment in Com. pleas

} now a writ of error is to
remove this case to the Supreme Court

To John Cecil Cook

1136 Old St. for
Sept.

Union Sup Court

Wm Bond & Wm Lee
vs

Wm Goble for the use of
Shildon & Winston

Bond in error

Filed July 20th 1847
John Capps, clerk

Know all men by these presents that we Charles
W. Rosett & H. L. Hancock do
do acknowledge our selves to be held and firmly
bound to Wm Goble for the use of Sheldon & Winslow
in the sum of Three hundred and twenty five
dollars, for the payment of which we do hereby
bind our selves our heirs executors Administrators.
The condition of this obligation is such that
whereas a judgment was recovered at the
May term of Union Common Pleas for the sum
of One hundred & fifty six dollars & eighty five cents
and costs \$ in favour of the said
Wm Goble for the use of Sheldon & Winslow and
against the said Wm Rosett & H. L. Hancock and whereas
the said judgment and pleadings therewith are
removed by writ of Error into the Supreme Court
now therefore if the said Wm Rosett & H. L. Hancock
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. 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 19th day
of July A D 1847

C. W. Rosett
H. L. Hancock

Union Supreme Court

Wm H Goble, for, &c.
vs

C. M. Rosett & H. Lee

Transcript

Filed June 22, 1848
John Cassid clerk

The State of Ohio Union County Es.

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,

W^h
Mr H. Goble, for the use
of Sheldon & Winslow

May Term 1847

vs
C. W. Rosett & H. Lee

This day came the said William H. Goble for the use of Sheldon & Winslow by Allison & Curry his Attornies. And the said C. W. Rosett and H. Lee, though solemnly called, came not, but made default: whereupon, it is considered that the said William H. Goble for the use of Sheldon & Winslow 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 William H. Goble for the use of Sheldon and Winslow, to One hundred and fifty six Dollars and eighty five cents. therefore it is considered that the said William H. Goble, for the use of Sheldon and Winslow, recover of the said Charles W. Rosett, and Hugh Lee, the said sum of One hundred and fifty six Dollars, and eighty five cents his damages aforesaid in form aforesaid assessed and also his Costs in this behalf expended Taxes at

Witness My hand and the Seal of said
Court this 23rd Day of June AD 1848

John Cassil Clerk

Union Supreme Court

W. M. Barrett & H. Lee

^{pd}
W. H. Noble for the use of
Cheldon & Winslow

Went - Superceded as

Tried July 22nd 1869

John Cassid clerk

July 22nd 1869 Answer this writ by de-
vising a certified copy thereof to W. M. B. Allison
attorney for Cheldon & Winslow
Fees - Copy 30
 millage 5
 service 35
Philip Chesser Sheriff

The State of this 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 Debt in our Court of
Common Pleas in and for the said County
of Union at their May Term AD 1847 in
favor of W^m H. Goble for the use of Sheldon & Winslow
for the sum of \$156.85 damages and costs
and which said Judgment for causes of
error ~~in~~ ⁱⁿ connection on the Complaint of
said C. W. Bassett & H. Lee we have caused
to be brought into our Supreme Court by
our writ of error and also that you give
notice to the said W^m H. Goble for the use
of Sheldon & Winslow that a writ of
error has been allowed upon said
Judgment and also that you cite
the said W^m H. Goble for the use of Sheldon
& Winslow 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 Judgment 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 Cassie
Clerk of said Court at the
Court House in Marysville
this 19th Day of July AD 1847

John Cassie Clerk

Ex. Booklet page 462

W. H. Gable for &c
as

C. W. Hasett & H. Lee

Dairages	\$156,85
casts	434
Writ	41

Filed July 22^o 1847
John Cassil clm

Record

Received this court May 21st 1847. July 19th 1847
Proceedings stayed in merit of supersedeas on error
Fees - mileage 5
Dance 35
Philip Switzer 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 *fourth* day of *May* A.D., 1847.

Wm. H. Gable for the use of *Sheldon & Winslow* recovered against *Charles W. Kasett & Hugh Lee*

as well as the sum of *one hundred & fifty six* dollars and *eighty five* cents for their ~~debt, as the sum of~~ *damages* as also the sum of ~~dollars and~~ *cents, for*

\$ 4,34

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 *C. W. Kasett & H. Lee*

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the *fourth* day of *May* A.D., 1847, until paid; also the sum of \$ *11* the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said *Sheldon & Winslow*

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

21

day of

May

A.D., 1847.

John Cassil

Clerk.

W A Goble for 7c

C. W. Rose & H. H. Hughes

Damages	\$156	85
Costs	4	34
Writ	"	41
Increase costs	"	81

Filed May 30. 1849

J. A. Knapp clerk

Recorded

Received this writ November 16. 1848
made one hundred and seventy five dollars
May 30. 1849

Fees = mileage 65
service 35
Bondage 1.50

Philip Swider 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 *Fourth* day of *May* A.D. 1847 *William H. Goble for the use of Sheldon and Winslow* recovered against *Charles W. Rosett and Hugh Lee,*

as well as the sum of *One hundred & Fifty six* dollars and *Eighty five* cents for *his* debt, as the sum of *_____* dollars and *_____* cents, for *his* damages, as also the sum of \$ *4.34* 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 *Charles W Rosett and Hugh Lee,*

you cause to be made the ~~due~~ damages and costs aforesaid, with interest thereon from the *Fourth* day of *May* A.D., 1847, until paid; also the sum of \$ *1.81* 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 *William H Goble for the use of Sheldon and Winslow*

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this *15th* day of *November* A.D., 1848.
James Kinkade Jr Clerk.

Wm A Goble Jure

C W Rossett & Hughes

Debtors dependent of	8 ³⁹
Costs	6 ²⁴
Writ	1 ⁴¹

Filed May 30, 1849
Jas Kim Rader clerk

Recorded

Received this writ November 15, 1848.
made ten dollars May 30, 1849

Fees = mileage	5 ⁻
Service	35 ⁻
Postage	20

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

Supreme Court

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 *Sixth* day of *July* A.D., 1848

William H. Goble for the use of Sheldon and Winslow

recovered against *Charles W Rosett, and Hugh Lee*

~~the sum of~~ *the sum of Eight Dollars & thirty nine cents, five per cent Damages*
upon a certain Judgment heretofore rendered in the Court of Common Pleas
of said county, in favor of the said *William H Goble for the use of Sheldon & Winslow*
and against the said *Charles W Rosett & Hugh Lee* ~~and also the sum~~
of ~~6.24~~ *for Costs and Charges in that behalf expended in said Supreme*
Court, as of Record is, as the sum of manifest, and whereas ~~follows~~ *said*
Supreme Court at the time 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 Judgment as is also of Record
~~manifest~~ ~~cost and charges in that behalf expended, as of record is manifest.~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said *Charles W Rosett and Hugh Lee*

you cause to be made the ~~sum~~ *damages and costs aforesaid, with interest thereon from the* *Sixth*
day of *July* A.D., 1848, 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 *William H. Goble for the*
use of Sheldon and Winslow

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

WITNESS JAMES KINKADE, Jr., Clerk of said Court, at the

Court House aforesaid, this *15th* day of

November A.D., 1848.

James Kinkade Jr Clerk.

Issued May 21-1847
John Cappellett

10, 12 1/2

Wm # Goble pro
vs

C. W. Rosette &
H Lee

Union Term Pleas
Judgment May Term 1847

Issue and execution
in the above case

to Sheriff of Union Co.

To John Cassil Clerk

Allison & Lemoy
Attys for Def

Supreme Court Case File

Case No. 1847-SC-0005

No. 47-50-5

Union Common Pleas Court.

John Graham

Plaintiff,

AGAINST

Thomas B. Bradley ^{et al}

Defendant.

MAY TERM, 1850

Aug. 1850

No Record.

No Record.

Journal 4

Page 344

Record No.

Page

Ex. Doc.

Page

Union Common Pleas

John Graham
vs

Thomas Bradley et al

Injunction, Bond

Filed May 17th 1845
John Coffey, Clerk

John Graham

Bond \$200.⁰⁰/₁₀₀

vs
Thomas Bradley Administrator

Know all men by these presents that we John Graham & Daniel Wright of the County of Franklin, and State of Ohio, are held and firmly bound unto Martha Beard, Thomas Bradley and Bradley wife of said Thomas Bradley, Martha Ann Beard, Lawry Beard, Perry Beard & John Cassel, 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 19th day of May A. D. 1845

The condition of the above obligation is such, that whereas the above named John Graham has obtained the allowance of an injunction from J. D. Swan, President Judge, of the 12th Judicial Circuit, of the State of Ohio, to stay all further proceedings upon a decree in Chancery, obtained in the Court of Common Pleas, within and for the County of Union, and State of Ohio, by the said John Graham against the above named Beards & Bradleys on the 1st day of Nov. A. D. 1839 for the performance of a certain contract in the sum of five hundred & eighty eight dollars and 97 cents principal and eleven dollars and 3 cents costs, until the matter thereof can be heard in equity, Now if the said John Graham shall pay all monies and costs which shall be decreed against him the said John Graham in the case the said injunction shall be dissolved, then this obligation shall be void otherwise in full force and virtue in law.

Signed in

In presence of
William Graham

John Graham
Daniel Wright

Franklin Supreme Court

John Graham

vs.

Thomas Bradley

Copy of Entry

Costs in Franklin Co \$2.16

Paid by Swan & Andrews
L. Hull clk

Supreme Court of the State of Ohio, within and for
the County of Franklin of the Term of November A.D. 1849.

John Graham }
vs. } In Chancery-
Thomas Bradley } From Union County Supreme Court.
On motion by Counsel for Complainant
and it appearing that said Counsel did not receive notice of
the time and place of taking testimony by the Master, preparatory
to the making up of his report. It is ordered that said cause be
referred back to said S. Finch as a special Master Commissioner
with instruction that he shall hear all new testimony as may be
adduced by either party in said cause at such convenient time
and place as may be fixed by said Master reasonable notice
of such time and place being first given by said Master to Counsel
on both sides, and said time not to be later than first day of April
next, and that said Master file his report in the premises
by the first day of May next. Exceptions to said report
to be filed by either party at least thirty days before the next
Term of the Supreme Court of said Union County.

And the Court do further order that the Clerk of this Court certify a
copy of this decree to the Clerk of the Supreme Court of Union
County to be entered as of the last term of said Court and Continued.

The State of Ohio, Franklin Countyss.

I, Lewis Heyb, Clerk of the Supreme Court of
the State of Ohio within and for said County,
certify the foregoing to be a true Copy from
the Journal of said Court of the Term of
November A.D. 1849.

Witness my hand and the seal of said Court at Columbus
this thirty first Day of December A.D. 1849.

Lewis Heyb Clerk

John Graham

4

Bradley del.

Excerptis to
Master's report.

John Graham

vs
Thomas Bradley
& al

}

Union C^o.
Supreme Court -

The complaint by Swan & Andrews
his attorneys comes and asks leave to
file the following exceptions to the report
of S. Justice Special Master Commissioner
filed in this cause -

1. Complainant excepts to said report
for the reason that it does not state
expressly what was the nature of
the tax-title referred to therein,
and whether the same was or
was not valid as a title to the
land,

2. The Master Commissioner ex-
presses an opinion upon the law
of the case, and complainant ex-
cepts to such legal opinion -

Swan & Andrews
Solicitors in Charge

Graham vs Bradley et al

file 6. Docket & Appearance & copy of Bill	234-	2,54
Bond, 50 copy of Bond	22 con 10-2 con. 20 order to Deposit Money	1,22
Deposit of Money 5.75 for time + expense con 10	proof of publications	5,96
con. 10. Do 10 file of Cassils answer + disclaimer	6 copy of sum	20 46
file of proof. 4 copy of Co. 35 Aff. 25	file of J. Bradley's answer	6 66
copy of answer	60 file of duplication 6 copy of Do 12	78
file of Arguments 8 con. 10	Disolution of m. 10 Dismissal 10 judgt 10	38
Notice of appeal 10	Record 4,00 cost bill + satisfaction 47 1/2	457 1/2
		<hr/>
		\$ 16,57 1/2

Graham
vs

Bradly

Cent Bill

8
11

Records 150 Master for 1500
Clerks in Franklin Co 216

Graham vs Bradley et al
9 files 42 ^{Appearance 5} Docket 6, Transcript 50 file 4 \$ 100
Appeal bond 25 file 4, ^{Appeal of Dcts 24} reference to Master 12 copy 25 65
~~con 40~~ Order to execute 6 file of Deps. ^{with Motion 50} 20 20
file of Master's report 4 file of memoranda 4 Do. of Patent ^{to Dep.} 16
Refers to Franklin Co. 12 leave to execute 6 con. 10 con. 50, 78
file of ² report of Master 4 file of exceptions 4 Decr 10 entry 10 28
Judgt for costs 10 entry 10 Record 600 cost bill & dat. 47. 667
Mandate \$ 890
150
940

Clerk 940

Sheriff 32

Clerk of Franklin Co. 216

Master 1500

Records \$ 2638
150
\$ 2788
50
2838

John Graham

vs
Wm. Bradley et al

Report of master

Filed June 14. 1850
James M. Rade for Clerk

John Graham

7

Thomas Bradley

} In Chancery
S. Court Union County

The undersigned under last referred in this case reports that both parties decline taking further depositions, submitting that the evidence already on file be used without objection.

In pursuance of an intimation in memorandum of the Master submitted & filed with his former report & marked "Mem. of Record evidence" a copy of deed of auditor of Union County to Henry Beard & marked A. was filed in the case Oct. 29. 1849 & is referred to as part of this report which is the only evidence of title in Hand & Beard & either of them except the fact that in 1828 this survey was listed for taxes in name of Heinde & Beard. It is ~~also~~

The Master reports that this deed does not convey the fee of the land, only available to Graham as a lien for purchase money & paid auditor & as a circumstance favorable to the tax purchaser in a negotiation with the heirs of Jenkins original purchaser.

The Master having reported these facts does not deem it necessary to add any thing by way of inference from them, as they do not in the opinion of the Master require any further modification of the former report in this case.

Respectfully submitted

By S. Finch

Special Master

John Graham
Es

Thomas Bradley Es

—

Copy of Entry



Supreme Court Union County.

July Term A.D. 1849.

John Graham
vs

Thomas Bradley et al

} Reserved to Franklin County.
} With leave to except to report of
} Master if done within sixty days.

The State of Ohio Union County ss.

I, James Kirkadair, Clerk of the Supreme Court
within and for the County of Union and State of Ohio,
do hereby certify the foregoing entry to be truly copied
from the Journal of said Court of the Term of July
A.D. 1849.

Witness my hand and the seal of said
Court at Mansville the 29th day of
October A.D. 1849.

James Kirkadair Clerk,



by which it can be tortured into a bill for the
recession of a contract. Such a bill must
over that the Compt. has put the other party in statu
quo by restoring his position, for whatever the case may require
and the agreement must be proved. Without this, the
contract cannot be rescinded; and without a rescission
the money cannot be reclaimed. — On the whole
we think we have now clearly shown that Compt.
is not entitled to the decree he asks for. He has not
shown himself to be entitled to a verdict, in the language of
the Supreme Court, "in the manner in which he seeks
to obtain it." — It is true that we deny that he is
entitled to any redress at all against these Defendants,
but that question is not presented by the papers in
this case. Should it ever be presented, we shall
be prepared to meet it.

Finally, counsel for the
Compt. are mistaken in saying that it was the
object of both sides in submitting the case, to get
an interlocutory decision. We agreed to no such
submission; and we now distinctly insist that,
if there is to be any further investigation before
a complete disposal of the case, we shall
have the privilege of answering our pleadings.

Alison & Berry,
Attys for Defendants.

Thos Bradley
vs
John Graham

Thomas Bradley et al
ads.
John Graham

In Chancery.
Argument for Defendants

Whether the Complainant would, under any circumstances, be entitled to relief against the Defendants is no question for argument in this case. If such question were properly involved we should be prepared to argue it. But as the papers stand there is no issue of that kind made. — In the case of Bustard vs. Babney, 4 O. Rep. 86, Judge Hitchcock in delivering the opinion of the Court, lays down the general doctrine with regard to a Complainant in Chancery, that "It is not sufficient for him to show that he is entitled to redress, he must show that he is entitled to it in the manner and in the Court in which he seeks to obtain it." Has this Complainant made such showing? By no means. How do these parties stand? The Complainant purchased from the Ancestor of the Defendants certain land, to be conveyed, with covenants of general warranty. By the terms of this contract the Defendants, after the death of their ancestor, became bound. But they failed to convey. Complainant then filed his bill, and obtained a decree against them, but was content to take a decree for a conveyance with covenants of special warranty; and it was ordered that in default of such conveyance the decree should stand instead thereof, upon the payment of the purchase money into the hands of the Clerk, for the Defendants. The Defendants still failing to convey, the Complainant paid the money into the hands of the Clerk, for their use, and the decree became absolute. He now comes

filed a bill of review, and shown error, have been entitled to a decree of reversal; or, had he filed a bill to impeach the former decree on the ground of fraud, and seeking to reverse or set it aside on that account, and had he been able to substantiate the charge of fraud, he might then with something like plausibility claim to be properly in Court. But he has filed neither the one nor the other. He has filed a bill, not even intimating that the former decree should be reversed or set aside, but asking the Court, in effect, to disregard and overreach it, merely to afford him a short and quick pursuit of the money. The Court cannot do it. Touching bills of review, and bills to impeach and reverse decrees for fraud, we refer to Lubbe's Equity pleading 230 - 231, from which it is clear that under this bill Complainant cannot obtain the reversal of the former decree. — There is another objection to the bill. If it were a bill asking reversal, it seeks no action against Hinde, a co-vendor in the original contract. Can the Court rescind the decree as to Defendants, and leave it untouched as to Hinde? We think not. — Again, if we should concede that the present bill is properly adapted to procure the reversal of the decree, still it has no intimation of a wish for a rescission of the contract. This we think an insuperable objection. If the former decree were swept away, he could not reclaim the purchase money without a rescission of the contract. And if this bill were conceded [which it is not] to be of such character that a Court might under it reverse a decree, still there is no species of construction

Dwan, (when overruling a motion formerly made by us in this Court, to dissolve the injunction in this case,) that he thought the prayer of the bill for the repayment of the money by the Clerk, might be sustained and granted, upon the analogy of the law doctrine of stoppage in transitu. It may be that Counsel for Complainant will now urge that view. If so, we can only do as we did then, utterly deny its applicability. We believe the idea to be perfectly new. But even if any sanction could be found anywhere for carrying into Chancery the analogy of the law doctrine of stoppage in transitu, still such an analogy could not reach this case. There is no pretence set up by Complainant of the insolvency of Defendants; and "the validity of the right [of stoppage] depends entirely on the insolvency of the vendee." 2 Kent Com. 543 - 5 O.R. 56. Again, the transitu was ended, upon the analogy of the following doctrine: "if the goods be delivered to the carrier or agent for safe custody, or for disposal on the part of the vendee, and the middle man is converted by agreement into a special agent for the buyer the transit or passage of the goods terminates, and with it the right of stoppage." 2 Kent Com. 545.

From all the foregoing, we think it perfectly clear that, while the former decree remains, the Court cannot grant the prayer of Complainant's bill. — But it may, perhaps, be claimed on the part of Complainant, ^{that} this bill does virtually seek the reversal of the former decree. If it should be so claimed, we reply that such claim can by no means be sustained. He might, had he

whom the said decree shall pass, does not comply
therewith by the time appointed, then such decree
shall be considered and taken in all Courts of law
and equity, to have the same operation and effect,
and be as available as if the conveyance, release,
or acquittance had been executed conformably
to such decree. ^{Swan's Statutes, 709} By the decree, therefore, the title
of Defendants did absolutely pass to Complainant, and
for that title, such as it was, he was ordered to pay, and
was willing to pay, and did pay the money into
the hands of the Clerk, for Defendants. Was the
transaction then completed, or not? It was a pay-
ment to Defendant's agent, having the same char-
acter of effectuality that a payment to them-
selves would have. If we say it was not
such an effectual payment as to put the money
beyond the control of anybody except the Defendants,
then we are guilty of the absurdity of holding the
decree of the Court to have been effectual for one
of its declared objects and ineffectual for another,
effectual to pass the title, but ineffectual to pass the
consideration for the title. When Courts render such
decrees, do they intend that the conveyance shall
be real and actual, but the payment partial
or contingent? Never. The title, then, did abso-
lutely pass, and the payment was absolutely made.
It was made to John Cassil, Clerk of the Court,
not to be kept by him for the purpose of being re-
nder the control of the Court or within the reach
of the Complainant, but to be kept by him as
the agent of the Defendants, and paid over
to them, ^{when called for,} and the very moment it reached his hands
it was in contemplation of law received by them.

On this point it was remarked by Judge

with the pretext that there is elsewhere a better title than that which he purchased, and asks the court to compel the Clerk to return to him the purchase money. Can he thus overleap his former decree, treat it as a nullity, and seize the money in the hands of the agent of the defendants? If he can thus disregard that decree, without a reversal, (and he does not ask in his bill for a reversal,) then it is to be considered as nothing, and the rights of the parties remain as they were under the contract. If the rights of the parties remain as they were under the contract, what is the rule of redress for failure to convey? A vendee can never reclaim the purchase money without rescinding the contract. And he can never rescind without first putting the other party in statu quo. Brown vs Witter 10 O. R. 142 was a suit in Chancery, in which the court decided that "Where a vendee seeks to rescind, for want of title in the Vendor, he must restore to the Vendor all he received, and place him back in his original situation." And this is the undoubted doctrine, whether the rescission be attempted in Chancery or at law, (See Reed vs. McGrew, 5 O. R. 375.) Supposing the former decree to be no impediment, does Complainant bring himself within this rule? Not at all. He does not even aver that he has. He makes no pretence of having restored possession to his vendors. — But we utterly deny that the Complainant can thus overleap his former decree, or disregard it in his pursuit of this money. The former decree he obtained in precisely such shape as suited him — these defendants having no actual notice, and interposing no objection to his proceedings. We have stated above the nature of the decree. What was its effect? If the party against

Mem. of Board
Evidence

Filed June 20, 1849
John Cassil clerk

John Grayham } In Ch' in T. C. of
Thom's Bradley et al. } (Mem Co. on referring to S. Finch
Special Master)

Bill filed May 9. 1845

Book 12. page 2. of Recorder's office
Ded to John Grayham from his of James
Jenkins of survey 3349. calls 1200 acres
13. April 1848. Resurvey 325 acres by notes &
bounds in accordance of a release of textiles & other
bills on the part returned of 600 p. original
conveyance made 22. April 1845 which
was an agreement to divide the survey so as to give
Grayham 625 acres by gen. warranty & Graham
to hold back to them by quit claim

In 1828 — 199 acres of 12 survey was sold to S. G.
Strong & 350 " to S. G. Strong for J. S. Kinde
& Henry Beard

And it appears from the Auditor's books that
these two amounts — all 549 acres were afterwards
listed in name of J. S. Kinde & Beard until
it was forfeited to the State for taxes & was in
this situation when Complaint bet. it in 1837
was to redeem it

B. G. P. 416 shows that Comp. sold to E. Baker
a part of this survey 2 Sept. 1844 — 50 acres at 6 p. an
& has since the conveyance sold ^{other} portions of same survey

That deed will be fitted with papers

S. Finch
Sp^l Master

John Graham

The adm^r & heirs of H. Beard et al

In chancery
in T. C. fi
Minnⁿ Co. O.

On the 18th day of Janry 1849 John Graham at the instance of Messrs Curry & Allison was called & examined under oath touching the matters in controversy by questions of the following interrogatories to wit,

Question. Did you obtain possession of Survey No 3349 about which this suit is brought, under your purchase from Hinde & Beard. If so do you continue in possession? Answer. I did not at that time I bought the land of D Wright as agent of Hinde & Beard & agreed to pay one dollar per acre & pay up back taxes I went to auditor & found it had been forfeited to the State for taxes & then returned the land & took possession of it: and I still continue in possession, but after the patent was to Jenkins I found I had been deceived, & then compromised as per deed from the heirs of Jenkins as recd. think the time of compromise is truly stated in said deed

Question. at the time of your compromise above referred to. did you claim any other title to said Survey, than the one that you received from Hinde & Beard? Ans. I had no other title but claimed of Hinde & Beard a patent from the government. but they could give me no such title

John Graham

It is further noted by the court that the
said defendant shall also within said
ten days from the date of this court
decree to said complainant the prop-
erty of said premises, and that in
default thereof, ~~the court~~ ~~shall~~ ~~order~~
~~that~~ a writ in the nature of a writ of
possession shall issue from the court of this
court, to put said complainant in pos-
session thereof, but ~~at~~ ~~the~~ ~~right~~ of
said respondent ~~to receive~~ ~~of~~ ~~said~~ ~~complainant~~
of principal and interest due him per
tax ~~of any~~ by him paid upon said prem-
ises, either by purchase at the sale or
otherwise, since the decree rendered in
said original case in said State upon
to, or hereby expressly assigned to him.

Each party to pay his own costs herein.

John Graham

vs

Thomas Bradley et al

Report of Master

Filed June 20, 1849

John Cassie clerk

defendants' matter sum to purchase in the outstanding
claim of Graham at a price which when added to the
original purchase money was not, probably, greater
than the value of the land - Respectfully submitted
By A. J. Smith
Special Master
\$15.00

To the Honorable the Judges of the Supreme Court of the State of Ohio in the County of Union sitting

The undersigned to whom as special master the case of John Graham vs Thomas Bradley et al, was referred, reports, that he has after notice to the parties visited Marysville and investigated so far as points were made and evidence presented, the case referred, and finds that the sale was made at the price stated, and that a decree for the specific performance of the contract has been rendered by the Com. Pleas of this County at the instance of Complainant against defendants and without actual notice to them, whereby whatever title defendants had in the lands sold passed to complainant & by virtue & in obedience to the same decree the sum of \$388,97 1/2 balance of purchase money was paid to the then Clerk of the Com. Pleas Court for defts where it still remains. This decree remains unreversed & the Complt. took possession under the purchase and still retains it. At the instance of the defendants and after notice to Complainant & notice mailed to Complt. Sol^{rs} (which they inform me was not received) I examined the complainant under oath touching this matter, by which examination it appears he had been deceived as to the nature of the title of defts in the land in bill mentioned, and it also appeared that whilst he was in possession he compromised with the heirs of Jenkins, who claimed the land for a consideration much below the value of the land - By an examination of the records of the Auditor of Marion County it appears that Hyde & Beard at time of contract with complainant had an interest in these lands derived from their sale for taxes & no evidence was presented of any other title. Under this

2 state of facts the complainant claims to be entitled to a decree for the money deposited with the Clerk for def^{ts} - I am unable to see how he can in this suit be relieved - The former decree gave him def^{ts} title (tax title) to the land, and gave defendant title to the purchase money - The decree is in full force - he cannot take the money and keep the land - he does not offer back the land & if the Court were to decree the land i.e. the tax title to it, or whatever of title passed by the decree, then the Court would by such decree impeach or reverse a former decree in an original suit in Chancery, which I understand can only be done by bill impeaching former decree for fraud in its procurement - but the former decree could not have been procured by fraud of Def^{ts} for they were wholly ignorant of the pendency of the bill & of the decree - It may be said that the bill in this case charges a fraud in the original sale and that the discovery of the fraud was not made till after the decree and that so the former bill was filed and decree taken under a mistake, from the consequences of which it is competent for this Court to relieve the Complainant & that such a case comes within that class of cases where an original bill impeaching a former decree for fraud will lie - It seems to me that this only involves at most a fraud in the original contract, not in the procurement of the decree & that the subsequent discovery of the original fraud does not sustain this bill. It is said that the money paid to the Clerk is in the control of the Court and that it is competent therefore for the Court to order it to be paid to the party entitled to it in equity and good conscience, but this can not be done for the reasons above stated, to wit, that this would be

in effect reversing the former decree. But this is not a case where money is paid into Court & remains under the control of the Court. It was paid to the Clerk for the debt and he became the agent or mere depositary for the defendants. The class of cases where money is paid into Court & remains under the control of the Court is widely different from this case. There property in litigation is sold by order of the Court and the money paid to an officer of the Court before the title to it is determined, or something of this kind - Here the right to the money has been finally determined ^{it has been} and paid accordingly, not into Court but to an individual who to be sure was at the time Clerk of the Court but was made by the decree nevertheless the mere agent of the defendants and the Court became functus officio upon the rendition of that decree & payment in pursuance of it as completely as if it had been decreed to be paid to the defendants themselves and had been actually paid; and it is evident that the only reason why it was not decreed to be paid to the party himself was that he was not present either in person or by attorney to receive it.

The parties then are, as it seems to me, in precisely the same situation they would have been in if the complainant Graham had without suit, paid the money to the defendants and received just such a conveyance as was decreed to him - In that case if there were covenants in his deed, his remedy would have been upon the covenants & if there were no covenants there an action on the case for deceit; and this it seems to me is his appropriate remedy and the only one he has while his original decree remains unreversed.

Besides it seems that the complainant retains all ^{the} ~~part~~ of the land and that the tax title he procured from

John Graham

v

Thomas Bradley

et al

Pond Appeal

Filed Aug 24th 1847
John Cassil cler

KNOW ALL MEN BY THESE PRESENTS, That we

John Graham and Daniel Wright

are held and firmly bound unto *Thomas Bradley, Martha Beard, Matthew An*
Beard, Lenny Beard & Perry Beard.
in the penal sum of *five hundred* dollars, the

payment of which, well and truly to be made, we do hereby jointly and several bind
ourselves, our heirs, executors and administrators; sealed with our seals, and dated
this *24th* day of *August* A. D. 1847.

The condition of the above obligation is such, that whereas, *the said*
John Graham hath taken an appeal from a certain
Decree rendered against *him* in favor of the said *Bradley*
et al in the Court of Common Pleas within and for
the county of *Union* ~~Franklin~~, in the State of Ohio, at the *August* Term thereof,
A. D. 1847, for the sum of *seventeen* dollars
and *eighty nine* cents, and
dollars and ~~cents~~ costs, to the Supreme Court, within and for the county
aforesaid. Now, if the said *John Graham*

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.

John Graham 
Daniel Wright 


Approved by me,

John Cassil CLERK.

Auditor Union County

To } Seed

Henry Heard

Copy

Fee to be taxed \$1.50

Filed October 29, 1849
James W. Keadle Jr. Clerk

"A"

Auditor of Union County }
Do }
Henry Beard }

Whereas the Legislature of the State
of Ohio did on the 29th day of

January 1827 pass an act entitled "an act for the remission
of penalties, and for the sale of lands for taxes," by which
act it is made the duty of the Auditors of each County
to advertise and to sell at auction at the Court-
house of his County, to the highest bidder certain
descriptions of lands therein mentioned; and whereas
in pursuance of the act aforesaid, the Auditor of Union
County and State aforesaid, did on the second
Monday of December 1828 at the Courthouse in
Marysville in the County of Union aforesaid sell
at auction unto Elias Strong as Agent for Thomas
S. Hind and Henry Beard who was the highest bidder
two certain tracts or parcels of lands one containing
one hundred and ninety nine acres; the other tract
or parcel of land containing three hundred and
fifty acres & both of said parcels of land being parts of
a survey of one thousand acres surveyed for James
Jenkins No. 3349 for one thousand acres as aforesaid
the three hundred and fifty acres entered for taxation
in the name of the said James Jenkins; and the said
one hundred ninety & nine acres entered for taxation in the
name of Charles Corsey and two certificates of such sale
was given to the said Thomas S. Hind & Henry Beard
bearing date the eighth day of December 1828. Now
therefore this I do hereby witness that I, Levi Phelps, Au-
ditor of Union County and State of Ohio, for and in considera-
tion of the sum of eleven dollars forty six cents and three
mills to me as Auditor of said County in hand paid the
receipt whereof I have duly acknowledged by the aforesaid
certificates of sale unto Thomas S. Hind and Henry Beard as
aforesaid bearing date the eighth day of December 1828 the
one for one hundred ninety and nine acres; the other
for three hundred and fifty acres of land as aforesaid
do by the authority vested in me by the aforesaid act of the Legislature
grant, bargain, sell, confirm and convey by these pres-
ents unto Henry Beard as by mutual agreement made between
the said Thomas S. Hind and Henry Beard one half of the
said parcel of land, said half containing Two hundred
Seventy four and one half acres bounded and described
as follows to wit: Beginning at an ash elm and Sugar tree
westerly corner to said Survey No. 3349; thence with the line of
said Survey S. 14 E. 259 poles crossing the State Road leading from
Columbus to Belpontaine at 90 to a corner; thence S. 55 E. 133 1/2
poles to a stake; thence N. 35 E. 160 poles to a stake; thence S. 55 W. 133 1/2

poles to two elms; thence N. 35 E. 160 poles to two beeches and
 an ash, thence N. 55 W. 42 poles to two beeches; thence S. 81
 N. 130 1/2 poles to the place of beginning being a tract of
 Two hundred seventy four and one half acres part of
 Survey No. 3349 on the waters of Mill creek lying and
 being situate in the County of Union and State of Ohio:
 together with all the appurtenances thereto belonging
 or in any wise appertaining To have and to hold the
 said tract of Two hundred seventy four and a half
 acres with the appurtenances unto the said Berry Beard
 his heirs and assigns forever In testimony whereof
 I the said Levi Phelps Auditor of the County of Union have
 herewith set my hand and seal this ~~seventeenth~~ ^{thirtieth} day of
 April in the year one thousand eight hundred
 and thirty one

Signed Sealed & Delivered }
 in the presence of us } Levi Phelps seal
 Ira Wood } Auditor of Union County
 Margaret Wood }

State of Ohio Union County ss }
 I do hereby certify that personally came before
 me a Justice of the peace in and for the county of
 Union and State of Ohio the above named Levi Phelps
 Auditor of the County of Union and State of Ohio, and acknowl-
 edged the signing and sealing of the above indenture
 to be his act and deed for the purposes therein mentioned.
 In testimony whereof I have herewith set my hand and
 seal this thirtieth day of April in the year of our Lord
 one thousand eight hundred and thirty one.

Ira Wood Justice of the Peace in and for
 said County.

Filed & recorded April 30th 1831 }
 R Andrew Recorder }

The State of Ohio, Union County ss }
 I hereby certify that the foregoing is truly taken and
 copied from Volume 3 pages 47 & 48 of the Records of
 the Recorder's Office in the said County of Union:
 And I also certify that a similar deed from the
 said Auditor to Thomas Hind for 2 7/8^{acres} of said Survey No. 3349
 is also on Record in Book 3 pages 254 & 255 of said Records.
 In testimony whereof I do hereto subscribe my name
 and affix my official seal This 29th day of October 1831

James Sumner
 Recorder N. C. C.

fee \$1.50

John Graham

W^o Bradley

et al

Ivan Vandocers has the papers in the case
of John Graham v Thos Bradley et al
the 29/48 JRS

had made some depositions in it and
a sheet from before a man by name of
Osborn had made a little imprint on it. I
do not think he was on the land when
I sold & further my report
Feb 20 50. etc

Samuel Wright

I testify that the above named Samuel Wright
was by me sworn to testify the truth, the whole
truth & nothing but the truth & that the dep-
osition by him subscribed was reduced to
writing, me Pie & Cook at the Clerk's
Office in Newrywell which is also the office
of Messrs Curry & Allison on the 20th day
of November 1849. Mr Allison having refused
to obey to the taking of the deposition, because
the report of matter had been before made &
filed
J. French
Special Master

Deposition

Deponent of D Wright a witness called by complaint
in case of Graham vs. Bradley et al in ch
in S. C. Union Co. C.

Daniel Wright of lawful age being first duly
sworn says he was acquainted with Thomas
H. Kinde now dead & had bought land of
him himself that Mr Kinde wrote him
a letter directing him to sell the land in case
trover in this case for one dollar per acre
& taxes due on land. This letter is now in
possession of ~~complaint~~ ^{complaint} at home — before the date of
this letter Mr Kinde told witness that the
title was good but that ^{was} some mistake as
to the survey so that the patent had not yet
issued but could be procured. Witness told
complaint when he bought the land of him
as agent. ~~what~~ Kinde told witness that
the title could easily be perfected & witness
had no doubt that it was as stated by
Kinde. Witness told Graham that the title
was indisputable this was said from inf-
ormation of Kinde & as his agent & not
of witness's own knowledge and witness
felt authorized from the conversation of Kinde
& the letter above referred to to represent
the matter. Witness bought of Kinde about
the same time & adjoining the land in contro-
versy for one dollar per acre & which
did not differ much in value from
the land in this case a part might have
been rather better title good. — I have no
reason to think that Mr Graham doubted that
the title to the land sold to him was as
represented. Witness considers the land
then worth in the market about ~~what~~ Graham
gave. I thought then & think now Graham
gave the full value of the land considering
the title indisputable. At the time Graham
bought there was no one in possession but one
Johnston who witness supposes was a man
Squire — a year or two before the sale
Beard who owned the uninclosed half

48
 51600
 322

2600
 10400
 19600
 40100
 30100

~~322~~
~~2600~~
~~10400~~
~~19600~~
~~40100~~
~~30100~~

#

#

130
 55
 50

320
 400
 380
 180

a description
 of a deed
 to Hinder &
Board

200
 1200
 206
 12.30
 218.30
 218.53
 4.23
 10.00
 11.4
 5.23

Sold For Taxes Decm 29th 1827 - 199 acres,, 350 to the
of Hindes - auditas due Decm 8th 1828
Consideration \$11.46.3 - This is Survey 3349

Novm 1822 Richard Taylor Executor of John Campbell
deeded to Thomas S Hindes several large
tracts of Land making mention of Survey 3349
and other Surveys that may have been Entered
and Located - consideration \$10.00

This Seems to be all the title Ainds and Record
had of Said Land - - - - -

John Graham
vs.
Thomas Bradley et al

Answer and Disclaimers
of John Cassil.

Filed April 14th 1846
John Cassil, Clerk

The answer and disclaimer of John Cassil, one of the Defendants to the Bill of Complaint of John Graham Complainant.

This Defendant now comes, and for answer and disclaimer to the said Complainant's said Bill. saith, that he never had or claimed, or pretends to have, nor has he now, nor does he claim or pretend to have any right, title, or interest, of, in, or to the said premises or said money in said Bill mentioned, or any part thereof; and this Defendant disclaims all right and title of, in, or to the same, and every part thereof; and having thus fully answered and disclaimed, he prays to be hence dismissed with his costs.

By Allison & Curry,
his attorneys.

John Graham

18

Martha Beard et al

Proof Publication

Filed July 29th 1846

John Capil Clerk

NOTICE.

John Graham,
vs.

Martha Beard, Thomas Bradley and — Bradley, his wife, Martha Ann Beard, Lowby Beard, and Perry Beard, and said Thomas Bradley, as administrator of Henry H. Beard, et. al.

Union County, Ohio.
IN CHANCERY.

The bill in this case sets forth that the complainant, in 1837, purchased of Henry H. Beard and Thomas S. Hinde, 1200 acres of land, being survey No. 3349, in Union county, Ohio. That at the October term of said Court, 1839, the complainant procured a decree of said court for the conveyance to him of said land, and he paid into court, five hundred and eighty eight dollars and ninety seven cents, the purchase money, then due on said purchase for, the legal representatives of Henry H. Beard, deceased; that at the time of the filing this bill, said money was in the hands of the clerk of said court; that after said payment the complainant discovered that said Beard and Hinde had no title whatever to said land, and the whole transaction was a fraud upon complainant. The complainant, by his bill, prays that said money may be paid over to him, &c. and that the defendant may in the mean time be enjoined, &c. The said defendants, (being non-residents of the State.) are hereby notified, that unless they appear, and plead, answer, or demur to said bill, within sixty days after the next term of said court, the complainant will, at the next subsequent term thereafter, ask a decree, by confession, against said defendant.

SWAN & ANDREWS,

May 6, 1846.*6 Solrs for Compl't.

John Graham vs Martha Beard et al
In Chancery
State of Ohio Union County ss
- P. B. Beale publisher of the Argus,
a weekly news paper published in Mansville and of general circulation in said County, makes oath and says that the notice (a copy of which is hereto attached) was regularly published in said paper for six consecutive weeks commencing on the 6th day of May 1846

P. B. Beale
Sworn to and Subscribed in open Court July 29 1846,
affidavit R. J. John Capital Clerk

Printed for \$6.00

Main Supreme Court

John Graham

vs

Thomas Bradley

Transcript

Filed Aug 26 1807
John Carrick clerk

The State of Ohio Union County ss
I John Cassil Clerk of the Court of Com-
-mon Pleas in and for Saide County of
Union do hereby certify that the following
entry is truly Copieed from the Journal
of Saide Court to wit,

John Graham } August Term 1847
as } Chy
Thomas Bradley } Injunction Dissolved
And Bill dismissed without
Prejudice at Cost of Complainant judgement
Against Complainant for Costs.
Notice of Appeal by Complainant,

Witness my hand and the
Seal of Saide Court this 25th day
of August 1847.
John Cassil Clerk

Mr. Comptroller

John Graham

vs
W. S. Bradley and
others

Replicatus

Filed Oct. 14th 1846
John Cassil Clerk

John Graham }
vs } In Chy.
The Board of War }

And the said Graham comes and says that
the matters and things set forth in his said bill of
Complaint are true in substance and fact as the matters
and things set forth in the answer containing thereto
are untrue; and this he is ready to make appear
as by this Court shall be directed.

W. Andrews
Sol. for Capt

Henry College

no

Guyton Hines

Notices to receipts.

Service acknowledged

John Graham

James H. Waterhouse

Received a true copy of the within
John Graham, this 15th day of January
A.D. 1849

John Graham }
vs }
Thomas Bradley et al }
Chancery, in Union County ~~Ohio~~
Supreme Court.

In pursuance to the order made
at the last Term of said Court, the Complainant
John Graham is hereby notified, ~~that~~ ~~appears~~ that the
defendants wish to examine him under oath, before the
Special Master Commission, S. Finch Esq. to whom this
case stands referred, touching the several matters in
dispute between the parties. The said Complainant will
therefore attend at the Clerks office in the Town of
Marysville, Union County, Ohio, ^{on the 18th day of January next} for that purpose.
Dec 12th 1848 Allison & Curry Solrs for
Plffs.

To John Graham Esq

Dear Sir

You are hereby directed
to attend at the Clerks office in Marysville
Union County Ohio on the 18th day of January 1849
at one o'clock P.M. to be examined under oath
touching the facts of the above named case in pursu-
ance of the above notice - Hereof fail not
Dec 12. 1848

S. Finch

Special master
in said case

John Graham,
vs.
Thomas Bradley et al

Abstract of Bill, Answer &c.

The Bill avers that on the 18th day of January A. D. 1837 - Henry A. Beard of Kentucky and Thomas S. Hinde of Illinois, through their agent Daniel Wright, sold the tract of land in the Bill described, to Complainant, agreeing to make a good and sufficient deed therefor with Covenants of warranty - for which, on receiving such Conveyance, complainant was to pay one dollar per acre - & that Complainant demanded his deed, and not receiving it, filed his Bill in Chancery in the Court of Common Pleas of Union County, to wit, on the 25th day of April A. D. 1839 - upon said Contract and for a specific performance of the same, and against said Hinde and the heirs and legal representatives of Beard - said Beard having died after the date of said Contract - and at the October term of said Court A. D. 1839, obtained a decree for the Conveyance of said land (with Covenants of special warranty by the adults), or in default thereof that the decree should stand as such Conveyance - and it was further ordered that within a time fixed by said decree, Complainant should pay the sum of \$588.97/100 (being one half of the purchase money) to the Clerk of the Court of Common Pleas of Union County, to be paid over to the said Thomas Bradley administrator of the said Henry A. Beard - his agent or attorney - that Complainant paid said costs and deposited said money as directed with said Clerk, and that said money at the time of filing said Bill, being \$588.97/100, had not been paid over to the administrator but was in the Clerk's hands -

The Bill further avers that the sale of him was fraudulent and void - that Beard and Hinde had no title to said premises - that the premises sold belonged to the heirs of James Jenkins and have since been patented to them.

- that said Hinde falsely assured the said Daniel Wright his said agent, and said Wright assured the Complainant, that the legal title to said premises was in said Hinde & Beard, and Complainant was thus deceived & defrauded.

The Bill further avers that Hinde is insolvent, and unless Complainant shall reclaim the money in the hands of the Clerk, the same will be wholly lost. Also Complainant avers that he has received no Consideration, ^{whatever} for said money deposited with the Clerk - that he was defrauded in the purchase of the land by the vendors & that said Bill was filed and decree obtained under a mistake, as to the state of facts and ignorance of the fraud practiced upon him -

The administrators heirs of Beard are made parties defendant - and are avowed residents of Kentucky - Complainant asks a decree for the money and such other and further relief as shall be equitable &c.

The Answer.

Defendants admit the sale as stated in said Bill - but deny said Wrights power to sell with Covenants of general warranty - admit the terms of contract & amount paid, as stated - but have no knowledge of demand for deed, or offer to pay the purchase money - The filing of the Complainants Bill April 25th 1839 & the proceedings thereunder as stated substantially are admitted, and it is averred that defendants never having had personal notice of the original suit, had never demanded the money of the Clerk - Defendants aver that it is not true that said sale to Complainant was wholly fraudulent and

void" and that it is not true that, "neither the said
Hinde or Beard had any title whatever to said premises
or any part thereof" as is charged in said Bill - They
deny that said premises, at the time of said sale, belonged
to the heirs of said James Jenkins - nor have they any
Knowledge of their being patented to them, since, as charged
in said Bill - They charge that Complainant at the time
of said sale was fully apprised of the kind of title he was
purchasing - that he has never been evicted from said
premises since that he obtained possession of said
premises under his said purchase - and still holds
the possession thereunder - that the said heirs of Jenkins
or their lawful agent, or assigns proposed to Complainant
to compromise with him for one half or less of said
premises - that Complainant has consented to such
Compromise, or that it is agreed or understood by said
parties that such agreement is to be entered into -

Defendants say that they have no Knowledge of said
Hinde's circumstances pecuniarily, but that the estate of
Beard is worth several thousand Dollars after paying
all demands against it - that the interests of Beard &
Hinde were separate and distinct and that the insolvency
of the one can have no effect upon the rights of the other.

They deny that the former decree was obtained
through ignorance or mistake and they aver that all
the matters and things in said Bill mentioned are
matters which may be tried and determined at law
and with respect to which Complainant is not entitled
to relief in equity - and ask the same benefit as if they
had demurred to Complainant's Bill - and they deny
all fraud or combination &c
Bassil the Clerk in his answer disclaims &c

Replication filed - Oct 14. 1846 -

This Case was referred to S. Finch a Special
Master Commissioner to report upon Beard title &c.
He filed his report June 20th 1849.

The testimony taken by him is -

1. Crahan's deposition -
2. Minutes of Certain Record evidence returned with
his Report -
3. Copy of tax deed to Henry Beard was filed Oct 29. 1849.
4. Deposition of Daniel Wright the agent who made
the sale, taken by the Master Nov 20 - 1849.
5. We also file the Patent to the heirs of James
Jenkins and the receipt of the Recorder of Union for
showing the redemption of the land by Crahan,
which is referred to in the Master's Report -

We ~~inserted~~ ^{inserted} ~~the~~ ^{the} Report simply for
the reason that it has ~~not~~ reported fully as to the
tax title, whether it was void as a title or not -
As a matter of fact it was wholly void as a title
and we understand this will not be denied -
If so the objection will be withdrawn - If not admitted,
a report on that point is necessary
the receipt also to that part of the Master's Report
which assumes to decide the law of the case -

In Union Com Pleas

Thos Bradley et als

als

John Graham

Answer to Chancery

Filed Sept 30th 1846
John Capel Clerk

Allison & Curry

copy to Graham per copy 70
600 5188

The joint and several answer of Thos Bradley -
Bradley his wife, Martha Beard, Martha Ann Beard,
Loury Beard and O. Perry Beard, ^{some of} the defendants
to the Bill of Complaint of John Graham exhibited
against them in the Court of Common Pleas of Union
County, Ohio.

These defendants saving and reserving
to themselves now, and at all times hereafter, all and
all manner of benefit and advantage of exception,
which can or may be had or taken to the said complain-
ant's said bill of Complaint, for answer thereto, or to some
thereof as ~~these~~ defendants are advised is in any wise
material or necessary for them to make answer unto.

Answering say, that they admit the sale of
said land to wit Survey No 3349 of 1200 acres, to
the said Complainant as stated in said Bill,
but deny ~~that~~ said Wright's authority to sell with
Covenants of General Warranty. Defendants
admit the terms of the Contract and the amount
paid to said Wright are correctly stated in said Bill,
but have no knowledge of any demand ever
having been made by said Complainant, for a deed
of conveyance of said premises, or of any offer
to pay the purchase money according to said Contract.

Defendants admit the filing of Complainant's ^{Bill} of
April 25th 1839, and the proceedings thereunder
are in substance truly set forth in Complainant's
Bill. - That in consequence of these defendants never
having personal notice of the pendency of
Complainant's former suit or the proceedings
thereunder, the said money so deposited with the
Clerk was never demanded of that officer, by
defendants.

And these defendants for further answer say.

that it is not true that "said sale to Complainant was wholly fraudulent and void", nor is it true that, ^{neither the} said Hinde or Beard had any title whatever to said premises or any part thereof, as is charged in said Bill. Defendants deny that said premises at the time of said sale belonged to ^{the heirs of} said James Jenkins, nor have they any knowledge of their being patented to them since; as charged in said Bill.

Defendants charge that said Complainant at the time of said sale was fully apprised of the kind of title he was purchasing. That he has never been evicted from said premises since. That he obtained the possession of said premises under his said purchase and still holds the possession thereof. That the said heirs of Jenkins, or their lawful agent or assigns, proposed to complainant to compromise with him for one half or less, of said premises. - That said complainant has consented to such compromise, or that it is agreed or understood by said parties that such agreement is to be entered into. These defendants say they have no knowledge of the said Hinde's circumstances pecuniarily, but that the estate of the said Baird is worth several thousand dollars after paying all demands against it. - That the interests of the said Beard & Hinde, were separate and distinct and submits to this Court, that the insolvency of the one, can have no effect upon the rights of the other. Defendants deny that the former decree in favour of the Complainant was obtained through ^{ignorance} fraud or mistake.

And these defendants submit to this Honorable Court, that all and every of the matters in the said Complainant's Bill mentioned and complained of, are matters which may be tried and determined at law

and with respect to which the said Complainant
is not entitled to any relief from a court of
equity; and these defendants hope they shall have
the same benefit of this defence, as if they had
demurred to the said complainant's bill; and
these defendants deny all fraud or combination
charged in said Bill, and having thus fully
answered, they pray that the said injunction of
the complainant may be dissolved, and that
they may be hence dismissed, with their reason-
-able costs in this behalf expended.

By Allison & Curry their
Solicitors.

Cyprus

9

Bradley

1. Fraud -

2. - *Uganda* -

1- *Resolution* -

2. *Should have been* *Uganda*

Neatly *was* *not* -

1- *find* *here* -

2. *in* *black* *hand* - *Test* -

3. *Def* *is* *more* *relevant*

4. *Have* *all* *enrolled* *&* *are*
before *the* *Court* -

5. *From* *the* *Court*

We *do* *not* *interfere* *with*

this *any* *more* *than*

would *act* *if* *apart* -

but *all* *parties* *do* *have*

b. *Decree* *can* *be* *modified*

as *per* *up* *the* *motion*

& *the* *Court* *will* *enquire*

until *motion* *is* *made*

If *no* *fraud* *still*
material *&* *wrong* *in*
Court *hand* -

John Graham

9

Bradley rd

} Brief for Complainant

1. The bill avers that the agent of Bead sold us this land, avers us that the title of Bead was good, and promising us the payment of the purchase money to convey to us with covenant of warranty - and to make us a good title -

The answer admits that the contract was made as is set forth, but denies that Wright was authorized to agree to covenant of warranty. It also avers that we purchased knowing the nature of the title -

1. It is admitted then that the agent did sell to us with an agreement that we would have a deed with covenant of warranty, although his power to agree to warranty is denied -

This agreement to warranty however shows that both the agent & ourselves Graham supposed that the latter was getting a good title in fee simple -

2. Graham is sworn in his deposition -

3. Wright is sworn in his deposition - He

says that Hinkle was employed him to sell the land by himself & Beard asked him that the title was good, and that they were entitled to a patent - He says that he asked Graham that the title was good, and that Graham paid a fair price for the land, as near as he ~~(might)~~ might paid for similar land in the neighborhood with a good title about that time - It was understood ~~that~~ then by both parties that Graham was purchasing a good title in fee simple - The agency of Wright to Beard is admitted for selling the land, and it is not admitted that he was instructed to sell the tax title - Power to warrant only is denied -

2 - It is admitted that ~~the~~ ^{Graham} got no title at all - The tax deed on file shows that Beard paid for his half of the land in Dec. 1828. \$5²³/₁₀₀ and for this with interest and perhaps penalty he had a lien on the land - This was all the interest he had in or upon the land, and it was a mere money demand -

1. He had not possession, for there was a squatter in possession as Wright says -
2. He had not even the right of possession and could not have ejected the squatter - Graham got therefore neither possession nor right of possession to the land by the contract -

may worse than all this he found not only
an adverse paper by a Squatter, but he
found that the land had been forfeited to
the State for non-payment of taxes, and he
paid \$186.53, 4. to redeem it, as appears from
the Treasurer certificate on file - This was paid
in

what then did Graham get by his contract -
He got nothing whatsoever, and on the supposi-
tion that Beard & Hilde was to get the pur-
chase money, it is a total and minus loss
to him, and that because he was deceived
as to the title - ~~nothing was paid for the~~

3. Legal title is in the name of James
Graham by patent dated in 1844, and
the true title was therefore not in our
vendors Hilde & Beard -

4. It is said we must offer to rescind,
what is there to offer to rescind - We
got nothing whatsoever - neither paper
right of paper or right of paper - ~~the~~
There is nothing to rescind on our part -
So there is a money demand of \$579 ¹⁰⁰ and

interest. ~~For~~ and penalty. The court will of course intend that amount, if they shall deem it equitable, although considering the consequence of the part upon Graham the time that man would not make him whole. There is nothing however for complainant to be. and as to offer to receive ~~the matter is~~

But - 5th suppose we had obtained possession from Beaud, and afterwards had delivered the part and decreed - I deny that the court would compel us to give up that possession. If considering the situation in which we were placed it would be unjust to do so. The court would in all cases make the complainant do equity, but if the part of the ~~to~~ vendor had placed the purchase in a situation in which he could not yield up the possession as in this case, a compromise having been made with the true owner, the vendor could not simply because he had ^{once} had the possession, without the right of possession in the right of property, recover it back - The court would impose no new terms upon a vendor, who had been led into all his difficulties by the decree - There was however no possession by Beaud in this case at the time of the sale.

b. It is said however that admitting we have a right of return - and the evidence sustains us, we must go to Kentucky -

One answer to this is the money is in the hands of an officer of the Court, specially, and under the control of the Court. All the parties are interested as before the Court, not by publication, but personally, by Counsel, and business - The Court have the parties there before them, and the money under their control - An exclusive trust of the fact that the Clerk had the money specially a clerk of the Court, is that he and his wife's would certainly be liable for this money on his bond - To send us out of Ohio where all the parties are here before the Court, and the money is in the hands of the Court, would be rather hard, especially ^{the debt would be repaid, and probably lost by it -} as a

7 - The Master Court, seem to suppose that we are subject to necessity to modify or reverse a former decree - We do not so understand it - We are subject by this proceeding to do precisely what he says, if we former decree, we may do by action for decree in Kentucky - We prefer to seek our remedy here -

If however, it were necessary for the Court to modify or reverse the former decree, all the parties to that decree are before the Court,

and there can be no doubt that under our general
prayer the Court could, and if they ~~were~~ satisfied
as to cause they are in this case of ~~fraud~~ the
fraud and deceit, they would modify ~~and~~
or enter the former decree accordingly - The
purchaser led to the claim as well as it did to the
purchaser, and equally taking both -

8. The answer alleges that Keene had no title
using the language of the Bill, but it is not
alleged he pretended that he had a good one
or supposed he had when he sold, and at the
same time it is not pretended that he restricted
his agent so as that he should solely convey
his tax claims alone - This as an honest man
he should have done - He did not involve do it -
He authorized him to sell the land, but he
says he ~~did~~ did not authorize a warranty,
meaning that he knows very well that he
had no title, but did not intend that
the purchaser should know it -

9. Mr. Keene says that negotiations were now departed
and have got out of the difficulty and therefore
we should have no relief - It does not appear
how far we have got out of the difficulty - But
if we had saved ourselves from help by our energy in

The liberality of the real owner. Money that
came to the benefit of the fraudulent ven-
dor - It does not appear that we have saved
ourselves from up, in the evidence, and I am
advised that it is not so. The half of the
money paid to Hinde is a dead up to
Graham, Hinde being insolvent - but if
we had saved ourselves, this vendor would work
into a poor grace to avail himself of it -

10 - The parties being all before the court and the
money here, which is the subject matter of
the suit, the Court will for the reasons
that the defendants are non-residents
of this, dispose of the case - They would
under our circumstances take jurisdiction
even if they were in a case in which they
would refuse to do so. were the defendants
residents of this -

11 - Suppose we had sued in an action of deceit
in Kentucky as W. Finch suggests we should have
done - The money was here, in the Belcher
hands - having never been received by the
defendants - we must ^{fail on the question of damages} have been annoyed - The
very mode of proceeding was the one pursued -

11/09
251

John Graham

No 2

Thomas Bradley

and

Bill in Currency -

Cost Bill made
Receipt

Expenses allowed
as prayed - sum of \$200

May 9. 1845. J. R. Swann
Pres. 12 J.

Filed May 19th 1845
John Capital Clerk

Copied Recorded
J. P. Record
\$234

To the Hon. Court of Common Pleas within &
in the County of Union and State of Ohio in
Chancery sitting -
Your petitioner John Graham of the County of Frank-
lin and State of Ohio respectfully represents that
on or about the 19th day of January A.D. 1837,
your petitioner purchased of Henry H. Beard then
of the State of Kentucky, and Thomas S. Hinde
then and now of the State of Illinois through
their agent Daniel Wright of said Franklin
County, the following real estate lying in said
Union County to wit - a tract of land lying in
Mill Creek Township in said County, being survey
No. 3349, surveyed for James Jenkins - Twelve
hundred acres of land on nine military warrants
2198, 2272, 2457, 2770, 2771, 2773, 2774, 2775,
2776, and bounded as follows - beginning at a
sugar tree ash and two beeches, south east corner
of said Jenkins survey No. 3348. thence south 10
degrees east 480 poles crosses a branch at 116 poles, &
214 poles, to two elms and a maple, thence south
80 west 400 poles to two sugar trees and a hickory,
thence North 10 west 480 poles, to an ash elm &
sugar tree south west corner, to said Jenkins sur-
vey, thence with said line North 80 East 400
poles to the place of beginning - and your petitioner
agreed to pay through the sum of one dollar per
acre, and all the back taxes on receiving a good
and sufficient deed thereof with covenants of war-
ranty from said vendors, and your petitioner paid to
said Wright on receiving from him said contract,
fifty dollars in part payment of the purchase
money for said premises - and your petitioner further
says that having repeatedly demanded of said
vendors through their said agent, and through
the said Thomas S. Hinde, a deed of conveyance

of said premises, and having offered to pay for the same in pursuance of said contract, on receiving said deed, and not being able to procure the same, your note on or about the 25th day of April A.D. 1839, filed his Bill in Chancery in said Court of Common Pleas of said Union County, setting forth said Wright's authority as agent of said Hinde and Beard to sell said land, the sale of said premises to your note, the price to be paid therefor, and your note's readiness in all respects to complete said contract by paying said purchase money, & asking a specific performance of said contract - that said Hinde was made a party defendant to said Bill, that the said Beard had deceased after the making of said contract, but previously to the filing of said Bill, leaving Martha Beard his widow & Thomas Bradley & Bradley wife of said Thomas, Martha Ann ~~Bradley~~ Beard, Loung Beard and Perry Beard, his heirs at law and legal representatives, and that the said Thomas Bradley had been duly appointed administrator of the estate of said Beard, and that said administrator and all said the heirs and legal representatives were also made defendants to said Bill - and your note further says that thereupon such proceedings were had in said ~~provision~~ cause, that at the October Term of said Court A.D. 1839, a decree was rendered therein, declaring that the equity of the case was with your note, and ordering among other things that the said Thomas Bradley & Bradley his wife, and the said Martha Beard should within sixty days of the rising of said Court, execute and deliver to the said John Graham a good and sufficient deed in fee simple with

1 | 1 | 1

covenant of special warranty in one full equal undi-
vided half part of said premises in said bill des-
cribed and in all their right title and interest
of every kind in said premises derived by, through
& under the said Henry H. Beard deceased, and
that in default of such deed or deed, ~~said~~ decree
(in the said John Graham fully complying with the
same) should stand as such conveyance, and it
was also therein further ordered that said decree,
~~in~~ the said John Graham fully complying with the
same) should stand as a conveyance to the said
John Graham of all the interest of the said Mrs
Ann Beard Louisa Beard and Perry Beard
in said premises in said bill described, which
they might have derived by through & under
their deceased father the said Henry H. Beard -
the said Martha Ann, Louisa, and Perry being
minors as set forth in said bill - and it was fur-
ther therein ordered, ~~that~~ among other things that
in the delivery by the said Thomas Bradley &
Bradley his wife and the said Martha Beard of the
deed or deeds conveying their respective interests in
said premises or thereinbefore ordered to the said
John Graham within sixty days from the rising
of said court, that the said John Graham
should pay to the said Thomas Bradley as
administrator of said Beard no more of the
sum of six hundred dollars, or should remain
after deducting therefrom one half of the costs
of said suit - and in default of the delivery
of said deed or deeds conveying said interest as last
aforesaid, said money should within twenty days
after the expiration of said sixty days be deposited
with the clerk of said court, to be paid over to
the said Thomas Bradley administrator of the said
Henry H. Beard his agent or attorney -

and your notes agree that the said Thomas Bradley
and Bradley his wife and the said Matthew
Beard did not nor did any or either of them exe-
cute and deliver said deed or deeds of conveyance
within the said time or limited in said decree,
and therefore your notes within the time there
after limited to your notes in said decree, did
deposit with the clerk of said Court of Common
Pleas of Union County the sum of Two Hundred and
Eighty Eight Dollars ^{and ninety seven cents} being so much of said six
hundred dollars, as remained in your notes hands
after paying one half of the costs of said suit - and
your notes further says that said money is now
in the hands of John Caspell of said Union
County, and clerk of the Court of Common Pleas
of said County, and that the same has not
yet been paid over to said Thomas Bradley -
and your notes ^{as he is advised and believes} agree that said sale to your
notes was wholly fraudulent and void, that
neither the said Beard or Heide had any
title whatever to said premises or any part
thereof, that said premises at the time of said
sale belonged to the heirs of James Jenkins in
whose name the survey was originally made,
and that the same have since been patented
to the said heirs of the said James Jenkins,
that said Heide ^{in said deed} ^{might by said agent} ^{said might appear} falsely appeared your notes that
the legal title to said premises was in ^{said Heide} ~~himself~~ &
said Beard, and thus ~~was~~ ^{was wrong} ~~deceived~~ ^{deceived and appeared} ~~and appeared~~
your notes ^{in relation} thereto - and your notes
further says that as he is advised & believes the
said Heide is wholly insolvent, and your notes
must lose the amount paid by him to said
Heide, and that unless your notes shall be
permitted to reclaim said money deposited

with said clerk of the said Court of Common Pleas the same will also be wholly lost to your estate - and your estate avers that he has received no consideration whatever for said money so deposited with said clerk, that he was defrauded in the purchase of said land by the ~~misrepresentation~~ said vendors, that said Bill was filed and said decree obtained under a mistake as to the true state of the facts, and in ignorance of the fraud practised on your estate, and that equity and good conscience require that the same shall be returned to your estate -

your estate therefore prays that the said Henry H. Beard, Thomas Bradley and Bradley his wife, Nathan Ann Beard, Loring Beard and Perry Beard, ~~then~~ ^{heirs of said} ~~was~~ ^{and} the said Thomas Bradley being administrators of the said Henry H. Beard, and all of them being residents of the State of Kentucky, and non-residents of the State of Ohio, and also the said John Capital Clerk as aforesaid may be made dependant to this Bill & that for such purpose a subpoena may issue, and an order of publication be had, that the said John Capital may forthwith be enjoined from paying over said money to the said Thomas Bradley or any other person until the further order of this court, that in the final hearing of this cause said money may be decreed to be repaid to your estate & that such other and further relief may be had in the premises as equity & good conscience may require.

By Wm. W. Chubbuck H. C. J.

~~The State of Ohio & the Court for~~

~~Personally appeared before me a Justice of the
Peace and for said Court John Graham and~~
~~wed~~

I John Graham being duly sworn do depose
and say, that the several matters and things
in the foregoing Bill in Chancery set forth
are just and true as I verily believe —

sworn to and subscribed
before me this fifth day of
May A. D. 1815.

John Graham

John Clark
Jus. of Peace

Supreme Court Case File

Case No. 1847-SC-0006

47-5C-6

No.

Union Common Pleas Court.

William Lawrence

Plaintiff,

AGAINST

Gas. S. Alexander

Defendant.

JUL TERM. 1846

JUL TERM. 1846

Com Pleas - Court

Judge vs Defendant

JUL TERM. 1848

SUPREME

Judge vs Plaintiff

Journal ¹B SUPREME ¹⁰⁹ Page 414

Record No. ⁴ Page 541

Ex. Doc. ¹ SUPREME ⁴⁴⁶ Page

Minor Com. Pleas

William Lawrence

vs
James S. Alexander

Præcipe in Assumpsit

Filed May 4th 1847
John Cassil, Clerk

best bill made

Record

State of Ohio Union County Court
William Lawrence } of Common Pleas
vs } May term 1847
James S Alexander }

In assumpsit
Damages \$500⁰⁰

To the clerk of said Court
From summons for defendant return
able forthwith - Indorse

" This suit is brought on a note dated June 25th
" 1845 payable eighteen months after date to
" Hannibal D Ormsbee & Henry J Livermore or
" order for \$370⁰⁰ executed by James S Alexander
" and assigned to plaintiff Also for goods
" sold & delivered money lent money had
" & received on an account stated &c
" Damages claimed \$500.

Wm Lawrence
in person

Wm. Com. Reas
" ^u
William Lawrence
" ^{vs}
James S. Alexander
" ^u

Declaratio in
Asumpsit.

Filed May 14th 1847
John Capel, Clerk

Wm Lawrence
in propria persona

The State of Ohio / Court of Common Pleas
Union County / May Term in the Year of our
Lord one thousand eight Hundred
and forty seven

Union County ss.

William Lawrence who now
comes as plaintiff in his own proper person
complains of James S. Alexander in a plea of assump-
sit for that whereas the said James S. Alexander ^{under the signature of "J.S. Alexander"} on the
twenty fifth day of June in the year one thousand
eight hundred and forty five at "Middleburgh O" town
at the said County of Union made his promissory note
in writing and then there delivered the same to
Hannibal D. Ormsbee and Henry J. Livermore and thereby
promised to pay the said Hannibal D. Ormsbee and
Henry J. Livermore or order three Hundred and Seventy
Dollars and forty cents eighteen months after the
date thereof which period has now elapsed and the
said Hannibal D. Ormsbee and Henry J. Livermore
then and there endorsed the same to the said
plaintiff whereof the said defendant then and
there had notice and then and there in consid-
eration of the promises promised to pay the amount
of the said note to the said plaintiff according
to the tenor and effect thereof

And the said plaintiff also complains of
the said defendant for that said defendant

on the first day of April in the year one thousand
Eight Hundred & forty seven at said Union County
was indebted to the said plaintiff in five hundred
dollars for the price & value of goods wares and
merchandise bargained sold & delivered by the
plaintiff to the defendant at his request
And in five hundred dollars for money then & there
lent by the plaintiff to the defendant at his
request: And in five hundred dollars for money
then & there had and received by the defendant
for the use of the plaintiff: And in five hundred
dollars for money found to be due from the de-
fendant to the plaintiff on an account then
& there stated between them; And whereas the
defendant afterwards on the tenth day of April
in the year one thousand eight hundred and forty
seven in Consideration of the premises then and
there promised to pay the said several sums of
money to the plaintiff on request; yet he hath dis-
regarded his promises that he hath not paid said
several sums of money nor either of them nor
any part thereof to the damage of the plaintiff
of five hundred dollars and thereunto he is
bound

Wm Lawrence

in his own proper person

Union Sup Court

J. S. Alexander
vs
Wm Lawrence

Band in Error

Filed Aug 26th 1867
John Cassie Clerk

Know all men by these presents that we James S.
Alexander C. W. Root

are held and firmly bound unto Mr. Lawrence
in the sum of Seven Hundred and Seventy eight
Dollars to the payment of which well and truly
to be made we do hereby, by these presents jointly
and severally bind ourselves our heirs executors
and administrators. Sealed with our seals and dated
this 26th day of August A.D. 1847.

The condition of the above obligation is such
that whereas a judgment was obtained in the
Court of Common Pleas of Union County Ohio
at the August term 1847. by the said Mr. Lawrence
against the above named James S. Alexander
for the sum of Three Hundred and eighty
three Dollars and eighty one cents Damages
and five Dollars and eight cents Costs,
and whereas the said case has been removed
to the Supreme Court on a writ of Error. Now
therefore if the said James S. Alexander shall
pay the full amount of the Condemnation
in the Supreme Court if judgment
should be rendered in said Court against
him then this obligation shall be void
otherwise in full force and effect
in Law,

Examined and approved
this 26th day of August
A.D. 1847 John Cassil Clerk
of Supreme Court

J. S. Alexander Seal
C. W. Root Seal

Union Supreme Court

Wm Lawrence
vs
James S. Alexander

Transcript

Filed Aug 26th 1849
John Cassil clk

Cost bill made
in Supreme Court
John Cassil clk

Recorded in
Suprem Court

The State of this 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,

William Lawrence } August Term AD 1847
vs }
James S Alexander } Assumpsit.

This day came
the said William Lawrence in
person and the said James S Alexander though
specially Called came not but made default whereupon
it is considered that the said William Lawrence
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
William Lawrence to three Hundred and
eighty three dollars and eighty one cents. therefore
it is considered that the said William Lawrence
recover of the said James S. Alexander the said
sum of Three Hundred and eighty three dollars
and eighty one cents. his Damages aforesaid in
form aforesaid assessed. And also his Costs in this
behalf expended taxed at \$

Witness my hand and the seal
of said Court this 27th day of
August AD 1847
John Cassil Clerk

This suit is brought on a note dated June 25th 1845 eighteen months after date to Hamble B. Brinklee & Henry J. Divermore or order for \$370.40 executed by James S. Lawrence and assigned to plaintiff, also for goods sold & delivered - Money lent - Money had & received & on an account stated & - Damages claimed \$500
Wm Lawrence
in person

Union Common Pleas
William Lawrence
vs
James S. Alexander

Philip Lewis Clerk

Fee - Service 35
copy - - 10
messenger - 5

Given May 5th 1847 by leaving a true
copy of this writ at the residence of
James S. Alexander

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

James S. Alexander

to appear

For the ~~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 Lawrence*

in a plea of *Assumpsit* damages *five Hundred* dollars.
And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *4th* day of *May* A. D. 184*7*.

John Cassil

CLERK.

Union Supreme Court

J. S. Alexander
vs

William Lawrence

Writ - Supplicatus

Filed Aug 27th 1847
John Cassin clk

The within named defendant not found

Fees Service 35

Mileage 5 = 40

Philip Smear Sheriff.

The State of Ohio Union County N.

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 Assumpsit in our Court of Common Pleas
in and for the said County of Union at the August
Term thereof A D 1847 in favor of William Lawrence
and against James S. Alexander for the sum of Three
Hundred and eighty three Dollars and eighty one cents
Damages and \$5.08.cts Costs and which said judgment
for Causes of Error to be corrected, on complaint of the
said James S. Alexander we have caused to be brought
into our Supreme Court by our writ of Error and also
that you give notice to the said William Lawrence
that a writ of error has been allowed upon said judgm-
-ent and also that you cite the said William Lawrence
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 judgment should
not be reversed and 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
Mansville this twenty seventh day
of August A D 1847.

John Cassil Clerk

Union Supreme Court

James S. Alexander

vs

Wm. Lawrence

Writ in Error

Filed June 28, 1848

John Cassio Clerk

Lawrence

In the Supreme Court for the State of Ohio
Remond from the Court of Common Pleas
of said Common County.

James S. Alexander Plaintiff

in Error

William Lawrence

defendant in Error

in Error

And the said William
Lawrence the defendant in error, but plaintiff
in the action in the Court of Common Pleas
now comes away there is no error
either in the record or proceedings
aforesaid or in giving the judgment
aforesaid: and therefore he prays
that the said judgment may be
affirmed & that his costs & expences
may be adjudged to him &c

Wm. Lawrence

Att. in person

Filed Aug 26 7 1847
John Cassil Clerk

Mr Lawrence }
 } by
James Alexander }

Judgement August term 1847

The Clerk will please to issue
a writ of error in this case to remove the same to
the Supreme Court, August 26th 1847

To John Carril Clerk }

J. S. Alexander

Ex Dack Page 433

W Lawrence

James S Alexander

Damage in Sup Court	\$ 20.37
Costs	7.36
Writ	.41

Filed May 30, 1849
 J. H. Madge clerk

Recorded

Rec^d this writ November 21, 1848. No property
 found whereon to levy Fees - mileage 5⁰⁰
 Service 35⁰⁰ = 40
 Philip Archer Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the ^{Supreme Court} ~~Court of Common Pleas~~ of the County aforesaid, begun and held at the Court House in the town of Marysville, on the ^{Sixth} day of ^{July} A.D. 1848

William Lawrence,

recovered against ^{James S. Alexander}, the sum of ^{Twenty Dollars & thirty seven cents}, Damages, and also the sum of ^{Seven Dollars and thirty six cents} costs and charges in that behalf expended, as of record is manifest, and where as also said Supreme Court at the time aforesaid by their mandate sent by them ^{dollars and} down to our ~~Court of Common Pleas~~ ^{debt, as the sum of} ~~of the County aforesaid direct said~~ ^{dollars} Court of Common Pleas to carry in Execution the aforesaid Judgment as is ^{also of record manifest} ~~cost and charges in that behalf expended, as of record is manifest.~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said ^{James S. Alexander}

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the ^{Sixth} day of ^{July} A.D., 1848, until paid; also the sum of \$ ^{the costs of increase of Common Pleas} 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 ^{William Lawrence}

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the

Court House aforesaid, this ^{21st} day of

^{November} A.D., 1848. ^{James Kinkade Jr} Clerk.

Mr Lawrence
James S Alexander

Damage	\$383.81
Costs	5 ⁰⁰
Increase	1 ⁸¹
Writ	41

Filed May 30, 1849
J. W. Kinkead for Mr

Recorded

Received this writ November 26, 1848
No ~~property~~ found whereon to levy

fees = mileage 5
service 35 = 40
Philip A. Under 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 *Third* day of *August* A.D. 1847

William Lawrence
recovered against *James S. Alexander*

as well as the sum of *Three Hundred & Eighty Three* dollars and *Eighty One* cents for *his* ~~debt, as the sum of~~ ~~_____~~ ~~cents, for~~ damages, as also the sum of \$ *5⁰⁰ 08* 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 *James S. Alexander*

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the *3rd* day of *August* A.D., 1847, until paid; also the sum of \$ *81* 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 *William Lawrence*

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this *21st* day of

November A.D., 1848.

James Kinkade Jr Clerk.

William Laurence

James S. Alexander

Præc: for Execution

Filed May 14th 1847
Jornm Cuddihill clerk
Issued May 20th 1840

St
of
the
Court

Wm Laurence
11 May 1847

Wm Laurence
Att in person.

State of Ohio Union County

William Lawrence

vs

James J Alexander

Com. Pleas

Just. May term 1847

In this case issue of execution and endorse on the writ. "The Sheriff is hereby instructed to levy by virtue of this writ as soon as it is received"

Please hand to Sheriff the writ as soon as issued

To John Capill Esq
Clerk of S^d Court.

Wm Lawrence

11 May 1847

[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page.]

Filed Aug 26 1847

John Cassin M

[Extensive handwritten notes or lists, including several columns of numbers and possibly names, written in cursive script.]

Wm Lawrence } Union Com. Pleas
vs }
L. S. Alexander } Judgt. Aug 7. 1847.

To the Clerk of the Com Pleas
For Execution on the Judgt. in this case
Shand to Sheriff -

Wm Lawrence
Atty for Creditors of
Armstrong Co.

Y.
Filed Sept 19, 1848
John Cassie am

Sept 1848

Wm Lawrence
vs
James S. Alexander } Union Can Pleas

Case remanded from Supreme Court
to Sept Term 1848 of Union Can Pleas

Issue execution to Sheriff in this case
to John Capill
Clerk

Wm Lawrence
Sept. 1848

W Lawrence
vs
J. J. Alexander

Debit \$383.81
CASH 5.08
Writ - .41

Filed Aug 27th 1847
John Cassin CLK

Re entered

Received this writ August 26. 1847. Proceedings
Stayed by writ of Superadesso August 27. 1847.
Fees Service 35
Mileage 5 = 40 Philip Smider 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 *third* day of *August* A.D., 1847.

William Lawrence
recovered against *James S. Alexander*

as well as the sum of *Three hundred & Eighty three* dollars and
eighty one cents for ~~debt~~, as the sum of
dollars and ~~cents~~, for *his* damages as also the sum of

\$ *5.08* 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 *James S. Alexander*

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the *third* day of *August* A.D., 1847, 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 *William Lawrence*

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 *26th* day of *August*

A.D., 1847.

John Cassil Clerk.

Supreme Court Case File
Case No. 1847-SC-0007

8481 111111 1111

6

47-50-7

No.

Union Common Pleas Court.

James Ward

Plaintiff,

AGAINST

Robson L Brown

Defendant.

7th TERM, 1848

Decree for self,

JUL TERM, 1848

SUPREME

Supreme 6

Journal 3

Record No. /

Ex. Doc.

110

Page 150

Page 45-8

Page

Wrote on the 7th day of May A.D. 1847
by delivering an attested copy of this writ
to the defendant

Fees - Service 35

Copy - 10

Subseq - 5 = 50

J. P. Smith
Sheriff Union County

Union Common Pleas

James Ward
vs

Robson L. Droom

Filed May 7 1847
John Baptist Kelly

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon *Robson L. Broome*

to appear before the Judges of our Court of Common Pleas, at the Court House, on the
fourth with ~~day of~~ ~~next ensuing~~, to answer a *Bill*
in Chancery, exhibited against *him* by *James Ward*

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 *17th* day of *May*

A. D, 1847

John Cassil Clerk of Com. Pleas.

Union Com. Pleas

D. L. Broom

Ado

James Ward

Filed July 20th 1847
John Cassel, Clerk

for Mrs

at
R. L. Broom

for ch

Due to said James Ward by way of replication
to the answer of said Broom say that this same date is
true so that said answer is untrue the records and
Mrs is ready to prove the
Sharon A. Anderson
Sera for Mrs,

but that Ward by virtue of said sale holds any
equity in said land Broome does not believe and
that Ward has ever demanded from Broome a
deed for said premises Broome denies (but if he had
would not get it) Broome not only sometimes but
always says he has not only a tax title but a good
legal title to said premises and he always says the
Decision of the Court was wrong if it said that
John D Irwin had any legal or equitable title
to any part of said ^{land} or that he had any contract for
said land either written or verbal Broome does
and will forever refuse to convey to Ward or any other
person said land until by him Broome denies trying
to cheat Ward out of any interest in said land
for Ward never had any to be cheated out of it is
true Broome did permit a quantity of his land
to be sold for taxes but it is not true that he
accepted them in himself Broome is really
ignorant that he holds said premises as trustee
for Ward said Ward never got having received
either legal or equitable title to any part thereof
Broome does not expect to acquire any title
to land sold to John D Irwin nor does he expect
to acquire any better title to this land than he
now has Ward as Broome thinks has never
offered to pay the taxes on said land if he had it
would not be received by Broome Ward
may be remedied at law he is equally
so in Chancery so far as this land is concerned
Broome thinks having said this much
for Mr Ward Broome will state what
are the facts in relation to this land sale
to Irwin on the 7th Day of September
1835 Broome sold by title bore

20 the Court of Common Pleas in and for
the County Union in Chancery sitting
Robron L Broome in answer to the bill of
James Ward says said Ward may or may not
on the eight day of November AD 1842 filed
against one John D Irwin and Robron L Broome
his bill in Chancery in the nature of a
creditors bill setting forth among other things
that Ward had obtained a judgment against
the said Irwin that said Irwin had no property
liable to be taken on execution may or may
not be true but that part of said bill which
says John D Irwin held by Contract from Robron
L Broome an equitable ^{estate} in land therein described
is untrue that part of said bill which says
John D Irwin had paid Broome for said
land is also untrue that Robron L Broome
holds the legal title to said land is true (and the
equitable title also) that Broome was bound to convey
the same to John D Irwin and that said Irwin had
purchased the same from said Broome and
paid him the amount of the purchase money
is untrue that Broome appeared in said cause
he believes is untrue having been told by Plaintiff
Lawyer it was unnecessary to do so what ⁱⁿ fact
the Court had in said cause is unknown to this
respondent but whatever they were if the Court
did decree that said land was purchased of
said Broome and the purchase money paid in
full by the said Irwin to Broome before the
commencement of said suit and that the entire
equity of and in the said premises was in the said
Irwin the Court decreed what was untrue the
other proceedings of the Court in ordering the Sheriff
to sell &c he knows not the Sheriff's sale &c may be as
stated by Ward for aught Broome knows

to John Irwin (not John D Irwin the land
described in complainant's bill for the sum
of eighty seven Dollars fifty cents there was
due ~~was due~~ on said land as appears by the bond
to Broome the sum of forty one Dollars fifty
five cents which has never been ^{paid} Irwin was to
pay the taxes on said land said land was sold
for taxes December 25th 1837 to one Osborn B
Cifret said Irwin being unable or unwilling
to pay for ^{said} Broome bought the land from
Irwin and received the title bond which he
had given to Irwin for said land Broome
went into possession of said land and has
remained in peaceable possession ever since
the above named sum of forty one Dollars
fifty five cents with interest and the taxes
of ³⁰ are still unpaid if no other incum-
brance existed on the land the resale from
Irwin to Broome was before Ward had
any judgement against John D Irwin
this defendant believed he has answered complainant
bill and now asks to be paid for his time and trouble
and relieved from any vexatious suits merely for the
benefit of Lawyers Broome is willing Ward should
have the land if he will pay \$ 70.00 the ^{amount} which was
due from Irwin including interest and pay ^{the} taxes
interest and penalty

Robert L Broome

Union Common Pleas

James Ward
vs

Robson L. Brown

Appeal Bond

Filed Oct. 14th 1847
John Cassell, Clerk

KNOW ALL MEN BY THESE PRESENTS, THAT WE *Robson L. Broome and Bill Melek* are held and firmly bound unto *James Ward* 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 *14th* day of *October* A. D., 1847.

The condition of the above obligation is such, that whereas the said *Robson L. Broome* has taken an appeal from a certain *Decree* rendered against him in favor of the said *James Ward* 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., 1847 for the sum of _____ dollars and _____ cents and *six* cents and *sixty two* cents *cost* and _____ cents

to the Supreme Court within and for the County aforesaid; Now if the said *Robson L. Broome* 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.

Approved Oct. 14th 1847
John Cassel, Clerk

Robson L. Broome [SEAL]
B. Melek [SEAL]
[SEAL]

Union Supreme Court

James Ward

vs

Robson L. Broome

Transcript

Filed June 23. 1848

John Cassie clerk

[Faint, illegible handwritten notes or signatures]

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,

James Warce

October Term 1847,

Robson S. Broome

By, This day came the parties by their Counsel and submitted this Cause to the Court

upon the bill answer replications and proofs. And the Court being fully advised in the premises. do find the equity of the case with the Complainant, and that the Complainant by virtue of the proceedings and sale made in the case of ~~Wm Woods~~ ^{vs} Robson S. Broome et al, and set forth in said bill, the Complainant herein was vested with a good and perfect equitable title in the premises in the bill described. and as entitled to a conveyance of the legal title to said premises from said Broome. It is therefore ordered Adjudged and decreed that the said Broome, by deed duly made and executed. Convey to said Warce, the said premises in the bill described in fee simple within ten days from the rising of this Court or in default thereof that this decree operate as such conveyance and that said Broome pay the costs herein taxed at Dollars. within ten days and in default thereof that execution issue as upon Judgments at Law,

Notice of Appeal By Defendant,

Witness My hand and the seal of said Court this 23rd Day of June AD 1847

John Cassil clerk

James Ward
vs
Robert L Brown
writ of Possession
This writ, 41 ct

Filed Oct 11. 1848
James Kirkcaldie J. C. M.

Served this writ by giving possession of
the within described real estate to the within named
James Ward October 7th 1848.
Fees = service \$1.00
Philip Swain Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:
Whereas at the July Term of the Supreme Court begun
and held on the 6th Day of July AD 1848 within and
for the County of Union and State of Ohio. In a certain
Cause in Chancery therein pending wherein James
Ward was Complainant and Robson L Broome Defendant
The Court then and there found that the Complainant
was vested with a good and perfect equitable title in
the premises in the Bill described and entitled to
a conveyance of the legal title to said premises from
said Broome, and the Court also ordered adjudged
and decreed that the Complainant is entitled to the
possession of said premises Described as follows
to wit. part of Margaret Bailey's Subdivision of her 2/3 of Military
Survey N^o 3551. part of Lot N^o 2, bounded as follows beginning at
the South east Corner of a Lot sold by R L Broome to Daniel
Williams and six rods from the S. W. Corner of said Lot N^o 2,
thence east 16 rods thence N 15 rods thence W 16 rods thence S 15
rods to the beginning containing one and one half acres of Land
~~with the appurtenances.~~ And whereas also said Supreme
Court at the time aforesaid by their mandate sent by
them down to our Court of Common Pleas. Direct said Court
of Common Pleas to carry into execution the aforesaid
decree, as of record is manifest.

You are therefore commanded that without
delay you cause the said James Ward to have
possession of and in the Lands and tenements aforesaid,
~~with the appurtenances.~~

And in what manner you shall have executed
this writ make appear to our said Court of Common
Pleas on the first Day of their next term.

And have you then there this writ.

Witness James Kirkade Jr., Clerk, of said Court
at the Court House in Mansville this
6th Day of October AD 1848

James Kirkade Jr., Clerk,

Mr. W. Steele Sheriff

To Deed

James Ward

Rec'd B. 4 p 306
for this deed &c

Transferred April 15th 1845
John Johnson
Amherst N. C.

Rec'd and recorded
April 23rd 1845 in
Book 9 Pages 528 &
529 James Turner

Recorder
N. C.
Recorder's fee \$1.00

Sheriff
Fee \$2.25 paid

Know all men by these presents. That whereas on the 22nd day of May AD 1844. - Such proceedings were had before our Court of Common Pleas of Union County that the following Journal Entry was certified to me by the Clerk of said Court entered and made at the April Term thereof, viz: "James Ward vs John D. Irwin & Robt or S. Broome, In Chancery. This day came the Complainant and this case is submitted to the Court upon the Bill of Complainant, the Defendants each failing to file herein their further answer in accordance with the Statute and rules of the Court, the first having been stricken from the files, on Motion at a former term, It is therefore ordered, adjudged, and decreed that the matters and things in Complainant's said Bill contained, be taken as confessed as against the said John D. Irwin and Robt or S. Broome, Whereupon the Court do find that the lands described in Compt's said Bill were purchased of said Broome, and the purchase money was paid in full by the said Irwin before the commencement of this suit to the said Broome, in whom the legal title still vests and is vested the Court do further find that the entire equity of and in the said premises described is in the said John D. Irwin. The Court do further order adjudge and decree that the Sheriff of this County W. W. Steele be appointed Special Master Commissioner here in and that on default of the payment to the Complainant by the said John D. Irwin of the sum of two hundred and sixty five dollars the amt. of the judgment of the Complainant at law including interest and also his costs within thirty days from the rising of this Court the said Master proceed to sell the equity in the premises described in Complainant's said Bill in all things conforming to the law therein, regulating sales on Execution and that he report his doings herein to the next Term of this Court, and it is further ordered that Defendant John D. Irwin pay the Costs of this Case within 30 days on Execution issue at Law. In Testimony whereof I do hereto subscribe my name and affix the seal of said Court this 22nd day of May AD 1844. John Cassil Clerk

which order was returned by said Sheriff, endorsed as follows as his report on the premises, viz: "Recd this order May 22^d 1844. I offered the property for sale at the door of the Court House in Mansville Union County Ohio on the 25th day of June AD 1844. Having previously given the legal notice of the Sale thereof and having same appraised by the Oaths of Mains Masow Roland See, & Jno Weaver to Forty five Dollars, And the said property being so appraised for sale as aforesaid was sold and struck off to James Ward for the sum of Thirty seven dollars & Fifty Cents he being the highest and best Bidder and that sum being the $\frac{2}{3}$ of the appraised value thereof W. M. Steele Sheriff
And the said Court of Common Pleas, afterwards tried on the day of October AD 1844, examined the proceedings of said Master in the Sale of said land were satisfied that the same had been Conducted in all respects, in Conformity to the law providing for such Cases, ordered that an Entry to that effect be made upon their Journal, and that said Sheriff Execute to said purchaser a deed for said property

All of which will appear by the records of said Court Now Know ye that I, William M. Steele Sheriff of Union County Ohio, in my Official Capacity in Consideration of the Power vested in me by law, and the foregoing proceedings, and more particularly in Consideration of said sum of Thirty seven dollar & Fifty Cents paid by James Ward, the receipt of which I hereby acknowledge, do give grant bargain sell release Convey & confirm unto the said James Ward, his heirs and assigns forever, all the right title interest property claim and demand of the the said Johl D. Irwin in & to the following premises to wit, Part of Margaret Bailey's subdivision of her $\frac{2}{3}$ of Military Survey No 3551. part of lot No 2, bounded, Beginning at the SE corner of a lot sold by R. S. Broome to David Williams & 6 rods from the S.W. corner of said lot No 2 thence East 16 rods thence N 15 rods thence W. 16 Rods thence S 15 rods to the Beginning Containing One and One half Acres of Land

To have and to hold to take on proper use and behoof
of the Said James Ward, his heirs, & assigns Forever. In
Testimony Whereof I hereunto subscribe my Name offi-
cially and affix my Seal, this 14th day of October
A.D. 1844.

Executed in presence of
John Capel
James Turner

William W. Steele Seal Sheriff
Union County Ohio -

State of Ohio Union County Ss.

The above named W. W. Steele came
before me and acknowledged the Signing and Sealing as
above to be his free act and deed for the purposes
expressed in said deed Given under my hand this 14th
day of October A.D. 1844.

James Turner Seal J. J.
Paris Township Union County Ohio

Union County

James Ward
v

Robin I Broom

Bills & Chy.

Filed May 7th 1847
John H. Hays, Clerk

last bill made
in Supreme Court

Now Subj. returned
forthwith

May 1847
In Term

Recorded in
Supreme Court

Swain & Andrews

UPREWE

To the Court of Common Pleas in and for the County of
Union Ohio in Chancery sitting:

Your Orator James Ward of said County represents
that on the Eighth day of November A.D. 1842 he filed
against one John D. Irvin and Robt. L. Broome his
bill in Chancery in the nature of a creditor's bill
relating unto amongst other things that your Orator has
obtained a judgment against the said Irvin; that said
Irvin had no property liable to be taken in execution; that
said Irvin held by contract from Robt. L. Broome
an equitable estate in the following premises to wit Part
of Margaret Bailey's subdivision of her $\frac{2}{3}$ of Military Survey
No 3557, part of Lot No 2 bounded as follows: Beginning
at the South east corner of a lot sold by R. L. Broome
to Daniel Williams and six rods from the S.W. corner
of said lot No. 2; thence East 16 rods; thence N.
15 rods, thence W. 16 rods thence S. 15 rods to the
beginning containing one and one half acres of land.
That said land had been paid for by said Irvin and
that Robt. L. Broome held the legal title thereto
and was bound to convey the same to said Irvin
but that said Irvin having purchased the same from said
Broome and paid him the full amount of the purchase
money.

Your Orator further says that said Irvin
and Broome appeared in said cause and such proceedings
were finally had therein that said Court by their
order and decree at their April Term A.D. 1844
amongst other things did find and adjudge that said
land was purchased of said Broome and the purchase
money was paid in full by the said Irvin before
the commencement of the suit to the said Broome
and that the entire equity of and in the said premises
was in the said Irvin, and ordered and decreed that

the Sheriff of said County W. W. Steele be appointed
Special Master for and on default of the payment
to the ~~complainant~~ ^{you orator in said case} by the said J. I. I. of the sum of
two hundred and sixty five dollars the amount
of the judgment of your orator at law including
interest and also his costs within thirty days for
the then rising of said Court the said Master
should proceed to sell the equity described in
your orator's bill & all which will more
fully and at large appear by the record of this
Court in said Cause. Book 4 p. 306

Your orator further represents that ~~such~~
such proceedings were had in said Cause in due
said decree that said equity was advertised
and sold to your orator, the said sale confirmed
as a deed duly made therefor by the said William
W. Steele Special Master & as which deed is
herewith filed and made an exhibit in the
Cause.

Your orator by virtue of the proceedings
aforesaid holds the entire equity in said premises.
He has repeatedly demanded from said J. Brown a
deed for said premises; but said J. Brown sometimes
pretends that he has a tax title to said premises
and sometimes that the decision of the Court in the
above Cause was wrong and that in this; that
J. I. I. had no equity or interest for said premises
and refuses to convey to your orator. Said
J. Brown is order to cheat your orator from the said
premises to be sold for taxes and bought then
by himself, he being apparently ignorant that he
holds said premises as trustee for your orator &

cannot acquire a title which will defeat the original title which he sold to said Brown.

Your orator offers to pay said taxes & but Brown refuses to. An orator is reminded at law. He prays that said Brown may be made defendant here to and answer the premises and on final hearing of this cause be decreed to convey said premises to your orator. and that the Court will grant your orator such other and further relief as may to your honors seem meet &c. He asks for Subpoena &c

James Ward

Son of Andrew
Sol^y for Compl^r

Supreme Court Case File

Case No. 1848-SC-0001

Supreme Court Case

1848-SC-0001

located with

District Court Case

1852-DC-0002

Supreme Court Case File

Case No. 1848-SC-0002

48-50-2

No.

Union Common Pleas Court.

Tweedy Moulton & Plimpton
Plaintiff,

AGAINST

W. E. Lee, et al.
Defendant.

Judgment vs Refeeds.

1849

S.C. 1

113

Journal 4

Page 321

Record No. 3

Page 589

Ex. Doc.

Page

In Union Com Pleas

^{vs}
Greedy, Houlton & Plimpton
vs

J. W. C. Lee

Præcipe In Assumpsit

Filed March 27, 1868
John Cassie cler

Allison Curry

Oliver B Tweedy
Rodman G Moulton &
John S Plimpton, partners
Trading under the name and firm of
Tweedy, Moulton & Plimpton

vs

James Lee & William C Lee
Partners under the name and Firm
of J. & W. C. Lee

and delivered, money had and received &c, Damages claimed
as due \$500.00

To the Clerk of Union Com Pleas

March 27th - 1848

Re Assumpsit.
Damages \$500.00

Issue & summons returnable
at the next term. Indorse on the
writ "Suit brought for goods bar-
gained and sold, Goods sold

Allison & Carry Attys for Plffs

Filed July 7, 1868
John Cassel CM

By Edward Moulton and Plumpton

their
James ^{Lee} W & Lee

} In Union common pleas
June Term 1848

Mr. John Cassil Clerk

Issue

A writ of error to remove this
Case, to the Supreme Court.

J. C. Doughty, atty for
Respondent

Jan 7th 1848

Suit brought for goods bargained and sold, -
 Goods sold and delivered, money had and
 received, &c Damages claimed as due \$500.00
 Altam & Curry
 Atty for P. & D.

Union Corn Pleas

Sweedy Monltor & Plumpton
 vs
 J & W. C. Sed

Filed April 6, 1848
John Cassil Clerk

Recorded

Given this March 28, 1848 by delivering a
certified copy thereof to each of the within named
defendants

Fee - mileage -	5
Service	55
Copies	30
	90

Philip Shuman Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We command you to summon *James Lee, and William E. Lee, Partners*
under the name and firm of J. & W. E. Lee,

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, Radman*
G. Moulton, & John G. Plimpton, Partners Trading under
the name and firm of Tweedy, Moulton & Plimpton
in a plea of *Assumpsit* damages *Five Hundred* — dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court
House aforesaid this *27th* day of *March*

A. D. 1845.

John Cassil Clerk.

In Union Com Pleas

Twedy, Moulton & Plimpton

vs

J. & W. E. Lee

In Assumpsit - Narr

Filed May 16, 1848

John Cassil cm

Last bill made

Record

Recorded

Receives

Allison & Curry

ⁱⁿ The State of Ohio \searrow Court of Common Pleas of Union
Union County \searrow County. Of the Term of April A.D. 1848

Oliver B Tweedy, Robinson G Moulton, and John G Plimpton, partners trading under the name and firm of Tweedy, Moulton & Plimpton complain of James Lee, and William E Lee, partners under the name and firm of J. & W. E. Lee, in a plea of Assumpsit, for that whereas the defendants on the 1st day of November A.D. 1847 at the City of New York in the State of New York, to wit, at the County of Union aforesaid, were indebted to the plaintiffs in the sum of three hundred and seventy three dollars and eighty eight cents for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants, at their request;

And in three hundred and seventy three dollars and eighty eight 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 four hundred dollars for money then and there had and received by the defendants, for the use of the plaintiffs;

And in four hundred dollars for money then and there 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 aforesaid at the City of New York aforesaid, to wit, at the County of Union aforesaid, in consideration of the premises respectively, promised the plaintiffs to pay to them the said several moneys on request; yet the defendants have disregarded their promises and have not, nor hath either of them, paid any of the said moneys; or any part thereof; To the damage of the plaintiffs of five hundred dollars; and therefore they bring their suit \searrow

By Allison & Curry Their Attys

J. D. W. E. Lee con

and

Lundy, Manton & Plimpton

Co

Filed June 29, 1848

Wm Cassel clk

Recorded

Samuel Manton
Att for Depts

James Lee and William E Lee
partners under the name of firm
of J. & W. E. Lee
ads.

The Union Comma
pleas. June Term
1848

Olive B Tweedy, Rodman I Moulton
and John P Plimpton partners trading
under the name and firm of Tweedy, Moulton
and Plimpton

And, the said James Lee and
William E. Lee. comes and defends and says.
that they did not assume and promise in
manner, and form, as the said Olive B
Tweedy, Rodman I. Moulton and John P. Plimpton hath
declared against them, and of this they put themselves
upon the country, and the said Olive B Tweedy
Rodman I Moulton and John P. Plimpton doth the like
by J. C. Soughty Sweetser,
their attorney

The Plaintiffs will also take notice that the
Defendants on the trial of this Cause, will give in evidence
and insist, that the Plaintiffs at the commencement of this suit
was and still is indebted to the ^{Defendants} ~~Plaintiff~~ in the sum
of five hundred Dollars for the price and value
of goods before that time bargained and sold by the
Defendants to the Plaintiffs at their request and
also in the sum of five hundred Dollars for
money before that time lent by the Defendants
to the Plaintiffs at their request. And also
in the sum of five hundred Dollars for
money before that time received by the Plaintiffs
for the use of the Defendants and also in the
sum of five hundred Dollars for money found
to be due from the Plaintiffs to the Defendants
on an account before that time stated between them
And that the Defendants will set off an said

As much of the said several Sums of Money do
due and owing from the said Plaintiffs to the
said Defendants Against any demand of the said
Plaintiffs to be proved in the said Trial as will
be sufficient to satisfy and discharge such demand
and will also then and there demand a judgement against
the said Plaintiffs for the balance of said several
Sums of Money due to the said Defendants
According to the Statutes in such case made and
provided.

J. C. Boughton
Attor for Defendants

Incey Mountain &
Alumpton


^{as}
J. W. & L. W.

Bond for costs

Filed June 27, 1848
John Cassil clerk

Know all men by these presents, that I, James
E Harriatt am held and firmly bound unto J^r
W. C. Lee in the penal sum of One hundred
dollars, for the payment of which I hereby bind my
self, my heirs executors and administrators, sealed
with my seal and dated this 27th Day of June 1848

The Condition of the above obligation is such
that whereas Tweedy, ^{Moulton & Plimpton} ~~Jessup & Co.~~ of the City of
New York have commenced a suit in the Court
of Common Pleas of Union County, Ohio, against
the said J. W. C. Lee, in an action of Assumpsit.
Now if the said Tweedy Moulton & Plimpton shall
pay all costs which may be adjudged against
them in said action then this obligation to be
void, otherwise in full force.

James E Harriatt 

Tweed, Moulton & Plimpton
vs

J. J. W. E. Lee

Admission

Filed June 29, 1848
John Cassin Clerk

Tweedy, Moulton, & Plimpton

J. & W. C. Lee

In Union County
Common Pleas.

The amount of the account
as filed in this case is hereby
admitted and proof of the account
on which this suit is brought is admitted
hereby waived, but this waiver not to
prejudice any offsets.

May 30th 1848

J. & W. C. Lee

Union Supreme Court

J & W E Lee

v)

Sweedy Moulton & Rhuption

Writ & Supremacy

Filed Sept 16, 1848
John Cassil Clerk

Received this writ by delivering a certified
copy thereof to W. M. B. Allison attorney for Sweedy
Moulton & Rhuption September 14, 1848
Fees = mileage 5
copy 20
service 35 = 60

Philip Swinden 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
assumpsit in our Court of Common Pleas, in and for the
said County of Union at the ~~June~~ Term thereof A.D. 1848
in favor of Sweedy Moulton & Plimpton, and against
J. M. E. Lee for the sum of Three Hundred and ninety
One Dollars and twenty cents, Damages and of b. b. costs,
and which said judgment for causes of error to be
corrected an Complaint of the said J. M. E. Lee, we have
caused to be brought into our Supreme Court by our writ
of Error and also that you give notice to the said
Sweedy Moulton & Plimpton, that a writ of Error has been
allowed upon said judgment and also that you
cite the said Sweedy Moulton & Plimpton 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 judgment should not be reversed and
why speedy Justice should not be done to the parties in
that behalf.

And this do as you shall answer the contrary,
At your Seal

Witness John Cassil Clerk of said
Court at the Court House in Mansville
this seventeenth day of August A.D. 1848

John Cassil Clerk

J. S. W. Lee

To

Lacey, Newton & Plimpton

Acct -

Given May 16, 1848
John Cassin etc

Messrs J. & W. C. Lee

To Tweedy, Moulton & Plimpton Dr

1847 April 28 - To Bill of Merchandise. Due Oct 28/47 \$373.88

Interest 7 per cent to June 28 - 1848 - 8 months. 17.44

\$ 391.32

Union Supreme Court

J. W. Lee

vs
Josiah Moulton & Plimpton

Bond in Error

Filed Aug 17. 1845
John Cassil Cln

Recorded

Know all men by these presents we W^m & E. Lee,

W^m H. Frank and R. Lee,

Are held and firmly bound unto Oliver B. Tweedy, Rodman G. Moulton, and John G. Plimpton, partners in trade under the name and firm of Tweedy, Moulton & Plimpton, in the sum of Seven hundred and ninety six Dollars, to the payment of which well and truly, to be made we do hereby, by these presents jointly and severally bind our selves our heirs executors and Administrators, Sealed with our seals and dated this seventeenth Day of July A.D. 1848.

The Conditions of the Above obligation is such that whereas a Judgment was obtained in the Court of Common Pleas, of Union County Ohio, at the June Term A.D. 1848, by the said Tweedy Moulton & Plimpton, against James Lee and William E. Lee, late partners under the name and firm of J & W. E. Lee, for the sum of three hundred and ninety one Dollars & twenty cents Damages and six Dollars & sixty two cents Costs, and whereas the said Case has been removed to the Supreme Court on a writ of Error, now therefore if the said James Lee & William E. Lee, shall pay the full amount of the Condemnation in the Supreme Court if Judgment should be rendered in said Supreme Court against them, then this obligation shall be void otherwise in full force and effect in Law,

W^m & E. Lee Seal

Seal

W. H. Frank Seal
R. Lee Seal

Examined and approved
August 17. 1848.

John Cassil clerk
of Supreme Court.

544

Tweedy, Moulton & Rimpston
by
James & Wm. C. Lee

Damage \$20. 75
Costs 7. 18
Writ " 41.

Filed Nov. 21. 1849
J. H. Madsen per MR

Recorded

Allison & Curry

Received this writ September 6. 1849 Levied September 13. 1849
in conjunction with another execution in favor of J. & S. Seymour & Co
against Lee McLeure & Co. upon 50 head of Stock hogs, 3 log chains, one
yoke of Oxen, 1 Ox cart, 1 three year old steer and one Bay Mare
as the property of Wm. G. Lee said Oxen & cart levied upon subject to
a levy heretofore made by Wm. Wells or an execution in favor of Charles
Hatcher, said bay mare levied on subject to a former levy in favor
of Exchange Bank, left the same in possession of said Wm. G. Lee
and took bond for redelivery with John Basil security there
being no other goods or chattels lands or tenements found whereon
to levy, advertised said property for sale by publication in the
Marysville Tribune to be sold November 12. 1849. and on day of
sale property not found. Fees service 35
recovery 35

Philip Swicer Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

Supreme Court

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 *2^d* day of *July* A.D., 184*9*

Jweedy Moutton & Plimpton, Recovered Against *James Lee & William E. Lee*, the sum of \$20.75, five per cent Damages, upon a certain Judgment heretofore rendered in the Court of Common Pleas of said County, in favor of the said *Jweedy Moutton & Plimpton* and against the said *James Lee, & W. E. Lee* and also the sum of \$7.18 for Costs and Charges in that behalf in said Supreme Court expended, as of Record is manifest, and whereas also said Supreme Court at the time aforesaid by their mandate sent down to said Court of Common Pleas to carry into execution the aforesaid Judgment, as is of Record, manifest, *dollars and Cents more Pleas*

~~cents for~~ and ~~cents, for~~ damages, as also the sum of \$ ~~_____~~ for ~~_____~~ cost and charges in that behalf expended, as of record is manifest.

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

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the *Second* day of *July* A.D., 184*9*, until paid; also the sum of \$ ~~_____~~ the costs of increase *of Common Pleas* 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 *Jweedy Moutton & Plimpton*

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this *21st* day of *August* A.D., 184*9*.
James Kinkade Jr Clerk.

Sweedy Moulton & Rimpston

vs

James & Wm Lee

Damages	\$391.20
Costs	6.62 1/2
Increase	1.36
Writ	"41."

Filed Nov. 21, 1849
James Kirkade for MR

Recorded

Allison & Co

Received this writ September 6, 1849. Levied September 13, 1849
levied in conjunction with ~~another writ~~ with another execution in favor
of J & J. J. Seymour & Co against Lee Medure & Co. upon 50 head of stock
Hogs, 3 log Chains, 1 yoke of Oxen, 1 OX Cart, 1 three year old steer and
1 Bay mare as the property of Mr. E. Lee. Said Oxen & Cart levied upon
subject to a levy heretofore made by Mr. Wells on an execution in favor
of Charles Thatcher. Said Bay mare levied on subject to a former levy
in favor of Exchange Bank, left the same in possession of said Lee and
took bond for redelivery with John Cassil security. Advertised
for sale agreeable to law, and on the day of sale property not found
Fees = Levy 35
service 35

Philip A. Under 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 *27th* day of *June* A.D., 1848

recovered against *Freedy Moulton & Plimpton,*
James Lee and William E Lee

as well as the sum of *Three Hundred & Ninety One* dollars and *Twenty* cents for *their* debt, as the sum of _____ dollars

and _____ cents, for _____ damages, as also the sum of \$ *6.62 1/2*

for *their* cost and charges in that behalf expended, as of record is manifest.

as you have been heretofore commanded.
You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said *James Lee and William E Lee,*

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the *27th* day of *June* A.D., 1848, until paid; also the sum of \$ *1.36* 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 *Freedy Moulton & Plimpton*

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

WITNESS JAMES KINKADE, JR., CLERK of said Court, at the Court House aforesaid, this *28th* day of

August A.D., 1849.
James Kinkade Jr Clerk.

~~Union Loan on the~~
Ex. Pocket page 495

Treedy, Moulton & Blinco
no

J. & W. C. Lee

Damages \$391.20
Costs 68.24
Writ 41

Filed Sept 16. 1848
John Cassie ctm

Recorded

Received this writ July 1st 1848 same day
issued when two large Ot Oak Kettles put
proceeding, they cost by writ of appraisement
 mileage 25
Writ 35
Service 35 = 95
Philip Shuman 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 27th day of June A.D., 1848.

Luedy, Moulton & Stimpson, Trading under the name & firm of Luedy, Moulton & Stimpson recovered against James & William E. Lee

as well as the sum of three hundred & ninety dollars and twenty cents for their ~~debt, as the sum of~~ damages as also the sum of dollars ~~cents~~ for their cost and charges in that behalf

\$ 6, 62 expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the rent thereof, of the lands and tenements of the said James Lee & William E. Lee

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the 27th day of June A.D., 1848, until paid; also the sum of \$ the costs of incrtasc 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' Plffts

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

1st

day of

July

A.D., 1848.

John Cassil

Clerk.

475

Tweedy Moulton & Plimpton

vs
James & W. E. Lee

Verdict with clause

Damages	\$391.20
Cost	6.62
Sub from June 27/48	
Increase costs	2.47
This writ	1.41

Filed May 21. 1850

James Kinrade Jr Clerk

To May J. 1850

Recorded

Allison & Currys
Attys

Received this writ April 12. 1850.
The property within described not found, it having
been disposed of by W. E. Lee as by him stated at the
time a demand of the property was made, and
it being insufficient to satisfy this writ, there being

no other goods or chattels lands or
tenements found whereon to levy.

Fees = mileage 5

service 33 = 40

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ *Goods and Chattels*
of James Lee and William E Lee Court.
50 head of Stock hogs. 3 log chains. 1 Yoke of Oxen.
1 Ox Cart. 1 three year old Steer and 1 Bay mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy *Sweedy Moulton & Plimpton* the sum of *Three hundred and ninety and* — dollars and *twenty* cents for *Their* ———— for ———— damages, together with *\$ 6.62 1/2* for *their* costs, with interest thereon from the *27th* day of *June* A.D. 1848 until paid, which late in our said Court the said *Sweedy Moulton & Plimpton* recovered against the said *James Lee and William E Lee*

as of record is manifest. Also, \$ *2.47* ———— increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said *Sweedy Moulton & Plimpton* ————

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

James Kirkadee
Witness, ~~JOHN CASSID~~, Clerk of said Court at the Court House in Marysville, this *11th* day of *April*

A.D. 18*50*
James Kirkadee Clerk.

Jweedy Monilton & Plimpton
vs

James & Wm. E. Lee

Vouch with clause

Damages	\$20.75
Costs	7.18
Sub from July 2/49 -	
Increase cost	1.11
This writ	" 41

Filed May 21. 1850
James Kinrade Jr Clerk

Fr May 7. 1850

Recorded

Allison & Currys
Pliffs atty

Received this writ April 12. 1850. The property
within described not found, it having been
disposed of by W. E. Lee, as by him stated at the
time the property was demanded, and it being
insufficient to satisfy this writ. There being no other goods
or chattels lands or tenements found, ^{wherein to levy} Fee =
Service 35
Mileage 5 = 40

Philip S. Under Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE command you to expose to sale those ~~Lands and Tenements of~~ *Goods and Chattels* of James See and William E See to wit, 50 head of Stock hogs, 3 log chains, One yoke of Oxen, 1 Ox Cart, One three year old Steer and one Bay Mare

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy *Ivtedy Moulton & Plimpton*

the sum of *Twenty* _____ dollars

and *seventy five* cents for *their* _____ for _____ damages, together with

\$ 7.18 for *their* costs, with interest thereon from the *2nd* day of *July*

A.D. 1849 until paid, which late in our ~~said~~ ^{Supreme} Court the said *Ivtedy Moulton & Plimpton*

recovered against the said *James See and William E See*

as of record is manifest. Also, \$ *1.11* _____ increase of costs, and the accruing costs.

And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then

you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as

the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold

as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the

Court House in Marysville, on the first day of their next Term, to render unto said *Ivtedy Moulton & Plimpton*

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

James Rinkade Jr
Witness, ~~JOHN CASH~~, Clerk of said Court at the Court

House in Marysville, this *12th* day of *April*

A.D. 18*50*

James Rinkade Jr Clerk.

Union Supreme Court

James & W. E. Lee

vs

W. E. Moulton & Plimpton

Transcript

Filed Aug 17. 1848
John Cassid, clerk

Cost bill made

Recorded

The State of Ohio Union County ss,
I, John Cassie, 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,

Sweedy Moulton & Plimpton
vs
James & Wm E Lee } Assumpsit, June Term A.D. 1848

This day came the
Parties by their Attornies 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 James Lee and William E. Lee partners under the
name and firm of J & W. Lee, did Assume and promise
in manner and form as the said Sweedy Moulton & Plimpton
have Complaind against them and they assess the
Damages of the said Sweedy Moulton & Plimpton, by reason
thereof to three hundred and ninety one Dollars and
twenty Cents. therefore it is considered that the said
Sweedy Moulton & Plimpton, recover of the said James &
William E. Lee, the said sum of three hundred and ninety
one Dollars and twenty Cents their Damages aforesaid
in form aforesaid assessed and also their Costs in
this behalf expended taxed at \$

Witness my hand and the Seal
of said Court this 17th Day of
August A.D. 1848,

John Cassie Clerk

Supreme Court Case File
Case No. 1848-SC-0003

In Union, Conn. Please

Sweet's, Jennings & Co

NY

See M. Chase & Co

Receipt

In Assumpst

Given March 27th 1858

John Cassis clw

Allison & Curry

Oliver B Tweedy,
Edward Jennings
John G Plimpton &
Rodman S Moulton, Late
Partners trading under the name and
firm of Tweedy, Jennings & Co

vs

William E Lee
John M'Cluse &
James Lee, Late partners
trading under the name and firm
of Lee, M'Cluse & Co.

To the Clerk of Union Court - Pleas
March 27th 1848

In Assumpsit,
Damages \$600.00

Issue a summons returnable
at the next term, Indorse on the writ
"sent brought ~~for goods~~ on a note of
hand, made by defendants to the order
of Plaintiffs for four hundred and
ninety one dollars and ninety five cents,
payable six months after the date thereof
and dated "New York Oct. 22 - 1846"
Dc, Also, for goods sold and delivered,
money had and received, Dc. Damages

Claimed as due \$600.00

Allison & Curry Attys for P'tys

The summons for John M'Cluse to be issued to the Sheriff of Delaware Co
Allison & Curry
Attys

April 28 - 1847

Paid on the within one
hundred dollars.

Filed June 29, 1848

John Cassie clerk

OLIVER B. TWEEDY

EDWARD JENNINGS

JOHN G. PLIMPTON

FREDMAN G. MOULTON

\$491 ⁹⁵/₁₀₀

New York Oct 22 1846

is months after date I do promise to pay to
the order of Tweedy, Jennings & Co.

Four hundred & ninety one ⁹⁵/₁₀₀ Dollars

Value received

Lu McLure & Co

No. E Due a/c 22/47

Union Supreme Court

See M Line & Co
v
Jewell Jennings & Co

Bond in Error

Filed Aug 17, 1828
John Cassil c/m

Recorded

Know all men by these presents that we W. C. Lee
J. S. Alexander and Aquilla Turner,
Are held and firmly bound unto, Oliver B Tweedy, Edward
Sennings, John G. Plimpton, & Rodman G. Moulton, Late partners
in Trade under the name and firm of Tweedy Sennings & Co.,
in the Sum of Eight hundred & Sixty four Dollars, to the
payment of which well and truly to be made we do hereby,
by these presents, jointly and severally bind ourselves, our heirs
Executors and Administrators, Sealed with our Seals and
dated this Seventeenth Day of July A.D. 1848.

The Condition of the above Obligation is such that whereas a
Judgment was obtained in the Court of Common Pleas, of
Union County Ohio, at the June Term A.D. 1848, by the Sais
Tweedy Sennings & Co. against James Lee, William E. Lee,
& John M. Lure, Late partners in Trade under the name
and firm of Lee M Lure & Co. for the Sum of Four hundred
and twenty four Dollars & thirty four Cents, Damages and
Seven Dollars & fifty three Cents Costs, and whereas the said
Case has been removed to the Supreme ^{Court} on a writ of Error,
Now therefore if the said James Lee, William E. Lee, and
John M. Lure, ~~Late partners~~ shall pay the full amount of the
Condemnation in the Supreme Court if Judgment ~~of Law~~
Should be rendered in said Court against them then this
Obligation shall be void, otherwise in full force and
effect in Law.

W. C. Lee
J. S. Alexander
Aquilla Turner

Examined and Approved
August 17, 1848,
Wm. Cassel Clerk of Supreme Court,

In Union Com Pleas

Tweed, Jennings & Co

vs

Lee, Mc Lane & Co

Narr - In Assumpsit

Filed May 17. 1848

John Cassil c/M

best bill made

Record

Recorded

Recorded

Alison & Curry

The State of Ohio } Court of Common Pleas of Union County
Union County SS } Of the Term of April 1848

Oliver B Tweedy, Edward Jennings, John G Plimpton and Rodman G Moulton, late partners trading under the name and firm of Tweedy, Jennings & Co, Complain of William E Lee, John M Lure, and James Lee late partners trading under the name and firm of Lee, M Lure, & Co, in a plea of Assumpsit. For that, whereas, the defendants on the 22nd day of October A.D. 1846 at the City of New York in the State of New York, to wit. at the County of Union aforesaid, made their promissory note ^{by and under the names, style and firm of Lee, M Lure & Co} in writing, and delivered the same to the plaintiffs; and thereby then and there promised to pay to the Order of the ^{by, and under the name and style of their firm of Tweedy, Jennings, & Co.} Plaintiffs, four hundred and ninety one dollars and ninety five cents, six months after the date thereof which period hath now elapsed.

And whereas also the defendants on the 1st day of January A.D. 1848 at the County of Union aforesaid were indebted to the plaintiffs in the sum of six 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 six hundred dollars for money had and received by the defendants for the use of the plaintiffs.

And in six hundred dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them. And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plaintiffs to pay them the several monies last herein above mentioned, on request; yet the defendants have disregarded all their said promises, and have not paid ^{any} ^{nor hath either of them} any of the said moneys, or any part thereof. To the damage of the plaintiffs of six hundred dollars; and therefore they bring their suit &c.

By Allison & Curry their attys

Tuesday January 1860

by

See the other side

Bound for Cost

Filed June 27, 1848

John Cassil clerk

Know all men by these presents that I James
E Harriott am held and firmly bound unto
Lee, McClure & Co. in the penal sum of one
hundred dollars, for the payment of which I hereby
bind myself, my heirs, executors and administra-
tors, sealed with my seal and dated this 27th day of
June 1848

The condition of the above obligation is such
that whereas Tweedy Jennings & Co of the City of New
York have commenced an action of Assumpsit
against the said Lee McClure & Co. in the Court
of Common Pleas in and for Union County
Ohio. Now if the said Tweedy Jennings & Co
shall pay all costs which may be adjudged against
them in said action, then this obligation to be
void, otherwise in force.

James E Harriott Seal

Union Supreme Court

Lee M. Lane & Co
vs

Jweedy Jennings & Co

Writ - Supersedens

Filed Sept 19, 1848

John Cassel att

deposed this writ by delivering a
Certificate Copy thereof to R. W. B. Allison
attorney for Jweedy Jennings & Co September
19, 1848

Fees = mileage 5

service 35

Copy 20 = .60

Philip Swicker Sheriff

The State of this Union County ss.

To the Sheriff of said County Greeting;

We command you that you forbear all further proceeding upon a judgment rendered in a certain action of Assumpsit in our Court of Common Pleas, in and for the County of Union and State of Ohio, at the June Term thereof AD 1848, in favor of Tweedy Jennings & Co and against James Lee, William E. Lee and John M. Lee Late partners in trade under the name and firm of Lee M. Lee & Co, for the sum of Four Hundred and twenty four Dollars & thirty four cents, Damages, and \$7.53 Costs, and which said judgment, for Causes of Error to be corrected on Complaint of the said Lee M. Lee & Co, 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 judgment 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 judgment should not be reversed and 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 Mansville this
Sixteenth Day of September AD 1848
John Cassil, Clerk,

Filed July 7. 1848
John Cassil clerk

My
Wm. J. Jennings and Co. } In Union Common Pleas
vs } Term Term 4th 1848
Loe. McLenn. and Co }
By John Cassie Clerk.

Issue a
writ of error, to remove this
Case ~~Case~~ to the Supreme Court
June 7th 1848,
J. C. Doughty
Att. for Deft.

Am't brought on a note of hande made by Depanse and
to the order of Plain tips for four hundred and ninety
one dollars and ninety five cents payable six months
after the date thereof and notes, New York, Oct 22,
1846, & C also for goods sold and delivered money
have and received & C Damages claimed as due \$600.00

Allison Harvey

Atty for P. & G.

Union Com Pleas

Tweedy Jennings Hed
vs
Lee Mc Lane Hed

April 4th 1848
Served this writ
personally by leaving
with John Mc Clellan
a certified copy of
the same

Fees Service & fee	50
copy & return	45
	<u>95</u>

H. Jones Shiff
de. de. D)

Filed April 17, 1848
John Cassie Clk

The State of Ohio, Union County Ss.

To the Sheriff of Delaware County Greeting;
We Command you to summon John M. Seave, who is
sued with William E. Lee and James Lee, as late partners
trading under the name and firm of Lee M. Seave & Co.
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, late partners trading under
the name and firm of Tweedy, Jennings & Co. in a plea
of Assumpsit, damages Six Hundred dollars, and
have you then there this writ.

Witness John Cassil clerk of said
Court at the Court House aforesaid
this 27th day of March AD 1848.
John Cassil clerk,

She't brough an a note of hande, made by Defendants to
the order of Plain'tiffs for four hundred and ninety
one dollars and ninety five cents, payable six
months after the date thereof, and dated "New York
Oct 22, 1869 &c", also for goods sold and delivered
money had and received &c Damages claimed
as due \$600,00

Allison & Curry
Atty's for Pltfs.

Union Com Pleas

Twenty fannings Hcs
Linn M Linn Hcs

Filed April 24, 1878
Wm Cassie Clerk

Served this March 28, 1878 by delivering a certified
copy thereof to each of the within named defen-
dants except John Mc Lane to whom I delivered a
certified copy April 24, 1878

fees - mileage -	5
service -	75
copies -	45
	100
	\$1.25

Philip Decker Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *William E. See, John M Lure and James See, Late Partners, trading under the name and firm of See, M Lure & Co*

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, and Rodman G. Moulton Late Partners trading under the name and firm of Tweedy Jennings & Co,*

in a plea of *assumpsit* damages *Six Hundred* dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this *27th* day of *March*

A. D. 1848.

John Cassil Clerk.

Union Supreme Court

Lee M Lane & Co
vs

Lucas Jennings & Co

Transcript

Filed Aug 17, 1848
John Cassil ckr

Recorded

The State of Ohio Union County ss.
I, John Cassie, Clerk of the Court
of Common Pleas, in and for the said County, of Union
do hereby Certify that the following entry is truly
Copied from the Journal of said Court, To wit,

Wesley Jennings Hco }
vs }
Lee M Sure Hco } Assumpsit,
June Term A.D. 1848.

This day 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 James Lee William E Lee, and John M Sure late partners in trade under the name and firm of Lee M Sure Hco, did assume and promise in manner and form as the said Wesley Jennings Hco have complained against them and they assess the Damages of the said Wesley Jennings Hco by reason thereof to Four hundred and twenty four Dollars and thirty four Cents. therefore it is considered that the said Wesley Jennings Hco recover of the said James Lee William E Lee and John M Sure, the said sum of Four hundred and twenty four Dollars and thirty four Cents, their Damages aforesaid in form aforesaid assessed and also their Costs in this behalf expended taxed at \$

Witness my hand and the Seal
of said Court this 17th Day of
August A.D. 1848.
John Cassie Clerk

Lee McLean &

com

add -

Wm. J. Jennings & Co.

Filed June 29, 1848

John Cassil clk

Recorded

Sept 25
1848

William E. Lee, John McLure, ad,
James Lee, late partners trading under
the name and firm of Lee, McLure & Co
ads

Oleiver B Tweedy, Edward Jennings, John
& Plimpton and Rodman J. Moulton late
partners trading under the name and firm
of Tweedy, Jennings and Co. =

Vis Veron
Barrow
Pleas.

Cur Term
A D. 1848

And the said Wm
& Lee, John McLure, ad. James Lee comes and
seizes and says that they did not assume
said promise in manner and form as the
said Oleiver B Tweedy, Edward Jennings, John & Plimpton
and Rodman J. Moulton hath declared against them
and of this they put themselves upon the country
and the said Oleiver B Tweedy, Edward Jennings,
John & Plimpton, and Rodman J. Moulton doth the
like.

By J. C. Saughty Quertan
their Att.

The Plaintiffs will also take that the Defendants
on the trial of this cause will give in evidence
and insist, that the Plaintiffs at the commencement
of this suit was and still is indebted to the
Defendants in the sum of five hundred Dollars
for the Price and value of goods before that
time bargained and sold by the Defendants to
the Plaintiffs at their request And also in
the sum of five hundred Dollars for Money
before that time lent by the Defendants to the
Plaintiffs at their request And also in the sum
of five hundred Dollars for Money before that
time received by the Plaintiffs for the use of
the Defendants And that the Defendants will set
off on said trial so much of the said several sums
of Money so due and owing from the

Said Plaintiffs to the said Defendants Against
Any demand of the said Plaintiffs to be paid
at the said trial as will be sufficient to satisfy and
discharge such demand. And will also. there on
the demand a judgement. against the said
Plaintiffs for the balance of said several
sums of Money due to the said Defendants.
According to the statute in such case
made and provided.

2-551

Union Common Pleas

Freedy Jennings vs
James & William C. Lee and
John M. Lee

Damages \$434.34
Costs - 7.53
Writ "41

Filed November 6, 1849
Erasmus R. Keady Clerk

To Nov. Term 1849.

Partly avo. 5

Recorded

Allison Henry

Recd. this unit Octo
17th 1849-

no property found
Whinnon to levy this unit

diff fees. Entry & return, 40
Octo. 31st 1849

of Jones & Co.

Chas. Lee, &

THE STATE OF OHIO, UNION COUNTY, SS:

Delaware
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 *27th* day of *June* A.D., 1848

Sweedy Jennings Heo
recovered against *James Lee, William E. Lee, and John M. Sire*

as well as the sum of *Four Hundred & Twenty four* dollars and *Thirty four* cents for *their* debt, as the sum of _____ dollars and _____ cents, for _____ damages, as also the sum of \$ *7.53* 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 *James Lee, William E. Lee and John M. Sire,*

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the *27th* day of *June* A.D., 1848, 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 *Sweedy Jennings Heo*

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the

Court House aforesaid, this *31st* day of *August* A.D., 1849.

James Kinkade Jr Clerk.

Frida July 1. 1848

John Cassil M

Tweed, Montrose & Plimpton }
vs } Judgment in Union
J & W. E. Lee } Com Pleas. Anderson 1848

Issue an execution in
the above case to Sheriff of Union
County.

June 30th 1848

Alison & Curry Atty
for Pettr.

Sweedy Jennings & Co

James & Mrs. See & John McLean

Damages	\$22.50
Costs	6.70
Sub from July 2/49	
Increase costs	86
This writ	41

Filed May 21, 1850
James Rinkadop clerk

January 7, 1850

Recorded

Allison & Curry
Attys for Pliffs

Received this writ April 12, 1850.
No goods or Chattles lands or tenements found
whereon to levy. May 21, 1850

Fees = mileage 5
service 35 = 40.

Philip Sneider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

Supreme
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 2nd day of July A.D., 1849
Iweedy Jennings has recovered against James Lee, William E Lee and John M Lure the sum
of \$22.50 five per cent damages upon a certain Judgment heretofore rendered in
the Court of Common Pleas of said County, in favor of the said Iweedy Jennings & Co and
recovered against the said James & William E Lee and John M Lure and also
the sum of \$6.70 for costs & charges in that behalf in said Supreme Court expended
as of record is manifest, and whereas also said Supreme Court at the time 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 Judgment, as is also of record
and manifest ~~costs for~~ ~~debt, as the sum of~~ ~~cents, for~~ ~~damages, as also the sum of \$~~
for ~~cost and charges in that behalf expended, as of record is manifest.~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tene-
ments of the said James Lee, William E Lee and John M Lure

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 2nd
day of July A.D., 1849, until paid; also the sum of \$ 1.86 the costs of increase
on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House
aforesaid, on the first day of our next Term, to render unto the said Iweedy Jennings & Co

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the
Court House aforesaid, this 12th day of
April A.D., 1850.
James Kinkade Jr Clerk.

Froedy Jennings & Co

James & W. Reder & John M. Lane

Damages	\$434.34
Costs	7.53
Sub from June 27/48	
Increase costs	" 91
This sum	" 41

Filed May 21. 1850
James Kirkade for clerk

To May J. 1850

Recorded

Allison & Carry
Petty aty

Received this writ April 12. 1850 No goods
or chattles lands or tenements found whereon
to levy. May 21st 1850

Fees = mileage 5
service 35 = 40

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 *27th* day of *June* A.D., 1848
Freedy Jennings & Co
recovered against *James See, William E. See and John M. Lure*

as well as the sum of *Four hundred and thirty four* dollars and *thirty four*
cents for *their* ~~debt, as the sum of~~ ~~dollars~~
and ~~cents, for~~ ~~damages, as also the sum of~~ \$ *7.53*
for *their* ~~cost and charges in that behalf expended, as of record is manifest.~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said *James See, William E. See and John M. Lure*

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the *27th*
day of *June* A.D., 1848, until paid; also the sum of \$ ~~44.91~~ 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 *Freedy Jennings & Co*

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the

Court House aforesaid, this *12th* day of
April A.D., 1850

James Kinkade Jr Clerk.

2-550

Union Common Pleas

Jweedy Jennings & Co

James & William E. Lee and
John McSure

Damages	\$ 22.50
Costs	6.70
Writ	" 41

Recd. this writ Oct. 14th 1849. and find no
property in my barlewich
known to leg-

Gen entry & Returns. \$5

Octob. 31st 1849

N. Jones Att^y
Del. Co. O.

To Nov. Term 1849

Filed November 6. 1849
James Kinkead's Clerk

Allison & Curry

Recorded

THE STATE OF OHIO, UNION COUNTY, SS:

Delaware

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

Supreme
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 *Second* day of *July* A.D., 1849

Sweedy Jennings & Co. recovered against James Lee, William E. Lee, and John M. Lure, the sum of \$22,50 - five per cent damages upon a certain judgment heretofore rendered in the Court of Common Pleas of said County, in favor of the said Sweedy Jennings & Co. and against the said James & William E. Lee and John M. Lure, and also the sum of \$670, costs in that behalf in said Supreme Court expended, as of record is manifest, and whereas also said Supreme Court at the time 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 judgment, as is also of record, manifest,

cents for *and* *cents for* *damages, as also the sum of \$* *for—* *cost and charges in that behalf expended, as of record is manifest.*

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

you cause to be made the ~~due~~ damages and costs aforesaid, with interest thereon from the *2nd* day of *July* A.D., 1849, until paid; also the sum of \$ *—* the costs of increase *of Common Pleas* 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 then there this writ.

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

Supreme Court Case File
Case No. 1848-SC-0004

No. 48-5C-4

Union Common Pleas Court.

Andrew Taylor-

Plaintiff,

AGAINST

Stephens and Curry

Defendant.

July 1849
Settled

No Record

Supreme Court

Journal /

Page 114

Record No.

Page

Ex. Doc.

Page

In Union Con Pleas

Stephenson Curry

vs

Andrew Taylor

Præcipi In Assumpit

Lilia Phil 28, 1868

John Cassil CM

Allison & Curry

Stephenson Curry

vs

Andrew Taylor

In Assumpsit, Damages \$300.

Issue a summons, returnable
forthwith. Endorse on the writ "Suit brought on a
note of hand given by defendant to plaintiff
or bearer for one hundred and seventy dollars
and seventy five cents, ^{payable} On or before the 1st day of
January 1848 and dated December 20th 1847.

Also for goods sold and delivered, Money
had and received &c Damages claimed
as due three hundred dollars.

To the Clerk of Union
Common Pleas

April 28th 1848

Allison & Curry
Attys for P'ty

Smith bought on a note of honor given by Defendant to
Plaintiff a bear for One hundred and seventy Dollars
and seventy five cents payable on or before the 1st day
of January 1848 and dated December 20th 1847, which
for goods sold and delivered money has since
received 75 Damages claimed as due there
on hundred Dollars, Allison Tenny
Att'y for P.P.P.

Union Court Pleas
vs
Andrew Taylor

Filed April 29. 1848
John Cassil CLK

Dever this writ by delivering a certified
copy thereof to the within named Defendant
April 29. 1848

Fees - mileage	25
Dever	35
copy -	15 =
	75

Philip Dickes Sheriff

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We command you to summon *Andrew Taylor*

to appear ^{*forth with*} ~~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

Stephenson Curry

in a plea of *Assumpsit*, damages *Three Hundred* — dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this *28th* day of *April*

A. D. 1848.

John Cassil Clerk.

Filed Aug 18, 1848
John Cassidell

Stephenson Cary }
vs }
Andrew Taylor }
}

for review come. Pleas

Issue a Writ of Error in this case
& a supersedeas that the judgment may taken
to the Supreme Court & reversed

May 15 1848

Cole & Walter

Attys for Deft

To John Conrad Clerk

Andrew Taylor } in Union Supreme Court
by }
Stephenson Cury } Costs in Com. Pleas, \$5.35
Costs in Supreme Court, 3.71
Paid Jan'y 15. 1849, \$9.06

In Union Court Pleas

Stephenson Curry

vs

Andrew Taylor

In Adversus - Narr

Filed May 16, 1848

John Cassie cll

Cost bill made
Record

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union
Union County } County, Of the Term of April A.D. 1848

Stephenson Curry complains of Andrew Taylor in a plea of Assumpsit. For that, whereas, the defendant on the 20th day of December A.D. 1847 at the County of Union aforesaid, made his promissory note in writing and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff or bearer the sum of one hundred and seventy dollars and seventy five cents on or before the 1st day of January 1848, which period hath now elapsed.

And whereas also the defendant on the 2nd day of January A.D. 1848 at the County of Union aforesaid was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request;

And in three hundred dollars for money had and received by the defendant for the use of the plaintiff;

And in three hundred dollars for a certain messuage, lands and premises, with the appurtenances, bargained sold and released by the plaintiff to the defendant at his request;

And in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, And the defendant afterwards, on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several monies last herein above mentioned on request: Yet the defendant hath disregarded all his said promises, and hath not paid any of the said moneys, or any part thereof, To the damage of the plaintiff of three hundred dollars; and therefore he brings his suit &c.

By Allison & Curry his attys

Union Supreme Court

Andrew Taylor

vs

Stephenson Lewis

Bond in Error

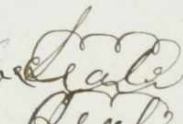
Filed Aug 18. 1848

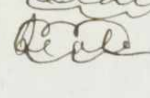
John Cassin clerk

Stephenson Lewis

Know all men by these presents that we
Andrew Taylor and Washington Taylor,
are held and firmly bound unto Stephenson Curry,
in the Sum of Two hundred and ninety One
Dollars, to the payment of which well and truly
to be made we do hereby, by these presents jointly
and severally bind ourselves our heirs executors
and Administrators Sealed with our Seals and
dated this eighteenth Day of August A.D. 1848

The condition of the above obligation is
such that whereas a judgment was obtained
in the Court of Common Pleas, of Union County
Ohio at the June Term A.D. 1848, by the said
Stephenson Curry, against the said Andrew
Taylor, for the sum of One hundred and forty
Dollars and seventy eight cents Damages, and
Four Dollars and thirty four cents Costs, and whereas
the said Case has been removed to the Supreme
Court on a writ of Error now therefore if the said
Andrew Taylor, shall pay the full amount of the
condemnation in the Supreme Court if judgment
should be rendered in said Court against him
then this obligation shall be void, otherwise in
full force and effect in Law.

Andrew Taylor 

Washington Taylor 

Examined and approved
August 1848, John Cassel clerk
of Supreme Court

Union Supreme court

Andrew Saylor

vs

Stephenson Curry

Transcript

Filed Aug 19, 1848

John Cassie clerk

vs. Record

The State of Ohio Union County ss,
I, John Cassie, Clerk of the Court of Com-
-mon Pleas, in and for the said County of Union do hereby
Certify that the following entry is truly Copied from the Journal
of said Court. To-wit,

Stephenson Curry }
vs } Assumpsit,
Andrew Taylor }
This day Came the said
Stephenson Curry by Allison Henry his Attorney
and the said Andrew Taylor though solemnly called Came
not but made Default. Whereupon it is Considered that the said
Plaintiff ought to recover his Damages by reason of the premises
and neither of the parties requiring a Jury, and the Court being
fully advised in the premises, do Assess the Damages of the
said Plaintiff to One hundred and forty Dollars and Seventy
eight Cents therefore it is Considered that the said Plaintiff
recover of the said Andrew Taylor, the said sum of One hundred
and forty Dollars and Seventy eight Cents. Damages aforesaid in form
aforesaid Assessed and also his Costs in this behalf expended
Taxed at \$

Witness my hand and the Seal of said
Court this 19. th Day of August A.D. 1848
John Cassie, Clerk.

Union Supreme Court

Andrew Taylor

vs

Stephenson Curry

Writ - Supereceas

Filed Sept 16 1848
John Cassie ckr

Served this writ August 30th 1848 by
delivering a certified copy thereof to the within
named Stephenson Curry.

Fees - mileage 40

copy 20

service 35 = 95

Philip Sanders 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 assumpsit in our Court of Common Pleas, in and for the said County of Union at the June Term thereof A.D. 1848 in favor of Stephenson Curry and against Andrew Taylor for the sum of One hundred and forty Dollars and seventy eight Cents Damages and four Dollars and thirty four Cents Costs, and which said judgment for Causes of Error to be corrected an Complaint of the said Andrew Taylor we have caused to be brought into our Supreme Court by our writ of Error, and also that you give notice to the said Stephenson Curry, that a writ of Error has been allowed upon said judgment, and also that you cite the said Stephenson Curry, 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 judgment should not be reversed and 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 19th Day of August A.D. 1848.

John Cassil, Clerk.

Filed Jan'y 15, 1849

John Cassil & M

Andrew Taylor }
 us }
Stephenson Curry }
 } In Union County Supreme Court.
 } On Error.

This case is settled at ~~the~~
Costs of the Plaintiff in Error the five
per cent penalty received in full
Allison & Curry attys for
left in error

Jan 15th 1849

Ex Doc Page 502

Stephenson Curry
Andrew Taylor

Dam \$140.78
Casts 4.34
Writ 1.41

Filed Sept 16. 1848
John Cassin cllk

Recorded

Received this writ July 26th 1848
Proceedings stayed by writ of Superseas

August 19th 1848

Fees - mileage 25

Service 35 = 60

Philip Shivers Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the *Twenty seventh* day of *June* A.D., 1848.

Stephenson Curry,

recovered against

Andrew Taylor,

as well as the sum of *One hundred & Sixty* dollars and *Seventy eight* cents for *his* ~~debt, as the sum of~~

dollars and cents, for damages as also the sum of

\$ 4, 34

rents, for

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

Andrew Taylor,

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the *27th* day of *June* A.D., 1848, 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 *Stephenson Curry.*

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 *26th* day of *July*

A.D., 1848,

John Cassil Clerk.

Supreme Court Case File

Case No. 1849-SC-0001

49-50-1

No.

Union Common Pleas Court.

John Merrell,

Plaintiff,

AGAINST

Jas & Wm Leetal

Defendant.

In Error,

Union Co Supreme, C.

Judg below affirmed.

July 1849

Supreme Court,

Journal 1

Page 114

Record No. 1

Page 471

Ex. Doc. 1

Page 549

And brought an a note of hand made by Defendants to
One John McBline or bearer (and which was
assigned to the plaintiff) for six hundred and
fifty dollars payable eighteen months after date
with interest from date, since date Dec 16. 1846
&c Also for goods sold and delivered money
had and received &c Damages claimed as
One \$1000.-

William Curry

Atty for P^{ts}

Philip Switzer Henry

Arrears 115 = \$ 2 55

Exp^{ts} 1 90

Exp^{ts} - mileage 50

And by leaving a certified copy thereof at the residence
of James Kirkcaldie June 23. 1848
And by leaving a certified copy thereof to
James Lee, John Cassel and J. D. Welch June 23. 1848
See June 22. 1848, and by delivering a certified copy thereof to W. C.
June 22. 1848.

Union Corn Pleas
John Merrill
vs
J. W. Lee et al

Filed June 23, 1848
John Cassel, Atty

Recorded

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *James Lee & William E. Lee, Late partners under the name and firm of J. & W. E. Lee, and James Kintracel D. O. Welch, and John Cassil*

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 Merrill*

in a plea of *Assumpsit* damages *One thousand* ——— dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House aforesaid this *21st* day of *June*

A. D. 181*8*.

John Cassil clerk

Filed Oct. 2. 1848.

James Kirkaldy Clerk

John Merrill
vs

Judgment in Union Com
Pleas.

J. S. M. & Co et als

Issue an execution
in the above case to Sheriff
of Union County. Oct 2nd 1848

Alison & Curran
Attys for Plt

To James Kirkbride - Clerk

Supreme Court

W. E. L. ^{Plaintiff}
v. ^{Defendant} Erwin
John M. M.)

Prize

Filed April 5, 1849
John Cassil Clerk

John Meneel

vs
James S. W. & L. et al.

Union Common Pleas

Judgement in Assumpsit,
at the September Term A. D. 1848, for Damages
Seven hundred and six dollars, and eighty nine
cents - Costs dollars.

I here a Writ of Error to the Court of Common
Pleas against John Meneel at the Suit of W. E. Lee
returnable on the first day of next Term

To the Clerk of the Supreme
Court of Union County

Dated April 5th 1849.

Cole & Ritter, Attys for
Plff, in Error -

In Union Com Pleas

John Merrill

vs

J. & W. C. Lee et al

Proceipe. In Assumpsit

Filed June 21. 1848

John Cassil clk

Alfred Curry

John Merrill

James Lee &
William E. Lee

~~John Merrill~~
Partners under

the name and firm of
J. & W. E. Lee.

~~Partners~~

James Kirkade

D. D. Welch &

John Cassil

In Assumpsit, Damages \$1000.

Issue a summons returnable
at the next term, Judose on the
writ, "Suit brought on a note of
hand made by defendants to one
John McBluse or beaver, (and

which was assigned to the plaintiff); for six hundred
and fifty dollars payable eighteen months after date,
with interest from date, and dated Dec. 16. 1846,
D.C. Also for goods sold, and delivered, money ~~paid~~
and received D.C. Damages claimed as due
\$1000. -

Alison & Curry, Atty for Plety.

To the Clerk of Union Court Pleas,
June 21st 1848

In Union Com Pleas

John Merrill

vs

J. S. W. E. Lee et als

Narr - In Assumpsit

Filed Aug 7. 1848
John Cassie et al

Cost bill mad
Dec 9

Recorded

Recorded

Allison & Curry

The State of Ohio } Court of Common Pleas of Union County,
Union County, ss } Of the Term of ~~June~~ June, A. D. 1848

John Merrill complains of James Lee & William E. Lee, (late partners under the name and firm of J. & W. E. Lee), James Kirkadee, D. S. Welch, and John Cassil, in a plea of Assumpsit, For that, whereas, the said defendants, (the said James Lee and William E. Lee by and under the names and firm of J. & W. E. Lee), on the 16th day of December A. D. 1846, at the County of Union aforesaid, made their promissory note in writing, and thereby promised to pay to one John McEluse or bearer, six hundred and fifty dollars, eighteen months after the date thereof with interest from the date thereof, which period hath now elapsed; and the said John McEluse then and there indorsed the said note to one Nelson Jones, who then and there transferred the same to the plaintiff, whereof the defendants 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 and effect thereof.

And whereas also, the defendants, on the 20th day of June A. D. 1848, at the County of Union aforesaid, were indebted to the plaintiff in one thousand 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 one thousand 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 one thousand dollars, for work then and there done, and materials for the same provided, by the plaintiff for the defendants, at their request;

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

And in ~~one~~ ^{one} thousand dollars for money then and there paid by the plaintiff for the use of the defendants, at their request;

And in one thousand dollars, for money found to be due from the defendants to the plaintiff, on an account then and there stated between them;

And the defendants, afterwards, on the day and year last aforesaid at the County aforesaid in consideration of the premises respectively promised to pay the plaintiff the said several moneys herein last above mentioned or request; yet the said defendants have disregarded all their said promises, and have not, nor hath either of them, paid any of the said moneys or any part thereof. To the damage of the Plaintiff of one thousand dollars and therefore he brings his suit &c.

By Allison Curry
His Atty

Union Supreme Court

J. W. Lee vs

vs

John Merrill

Transcript

Filed May 8, 1848

John Cassie clerk

Recorded

September Term Court September 20th 1848

John Merrill }
vs } Assumpsit.
James & W^m E. Lee & Co }
Corry his Attornies, and the said James Lee and William E Lee,
partners under the name and firm of J & W, E Lee, and
James Kirkade O D, Welch and John Cassie, though
solemnly called came not but made default, whereupon
it is considered that the said Plaintiff ought to recover his
damages by reason of the premises, and neither of the
parties requiring a jury and the Court being fully
advised in the premises, do assess the Damage
of the said Plaintiff to Seven hundred and Six
Dollars, and Eighty nine Cents, therefore it is
considered that the said Plaintiff recover of the
said James & William E Lee, James Kirkade,
O D Welch and John Cassie, the said sum of
Seven hundred and Six Dollars and Eighty nine
Cents, Damages aforesaid in form aforesaid assessed
and also his Costs in this behalf expended Taxes to

Dollars Cents

And it is further Ordered by the Court that in
the Collection of said above judgment the
property of James & William E Lee, James Kirkade
and O D Welch, principals be first exhausted
before proceeding against the security John Cassie

The State of Ohio Union County ss.

James Kirkade, Clerk of the Court of
Common Pleas, in and for the County of
Union and State of Ohio, do hereby Certify
that the foregoing transcript contains all the Orders
Judgments and other Journal Entries of the said
Court of Common Pleas, in the above Case, and
that the same is truly Copied from the records
of said Court.

Witness my hand and Seal of Office
this 8th Day of May A D 1849.

James Kirkade, Clerk

Union Supreme Court

do hereby

John Merrill

Wm of Enon

East Hill

The Answer of the Judges of
the Court of Common Pleas
within named.

An Authenticated Transcript
of the Judgments and all
things concerning the same
together with the original files
and pleadings within
mentioned are herewith
returned as within
commanded.

Attest James Kirkcaldy Clerk
of Union Court Pleas.

Recorded

The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union, Greeting;
Because in the record and proceedings also also in the rendition of judgment in a certain action of Assumpsit, which was lately in our said Court of Common Pleas before you wherein John Merrill was plaintiff and James W. Edie et al, was defendants, Error has intervened, as it is said to the damage of — and we being willing, that such Error, if any, there be should be corrected, and full and speedy justice done in that behalf, do Command you that if final judgment be thereupon given, that without delay you send to us distinctly and openly under the Seal of your Court, and annexed to this writ, an authenticated Copy of all judgments remaining of record in your Court, in the action aforesaid together with the Original files and pleadings therein, so that having the same in our Supreme Court within and for the County of Union on the first day of the next Term, at the Court House in said County, we may cause further to be done thereupon in our said Supreme Court, what of right and according to the Laws of the Land ought to be done

Witness John Cassie Clerk of the Supreme Court within and for the said County of Union this 5th Day of April AD 1849

John Cassie, Clerk

Union Supreme Court

Wm. C. Lee vs

vs

John Merrill

Bond in Error

Filed April 5, 1849
John Cassie CLK

Recorded

Know All Men by these presents that we
James Lee, William E. Lee, C. W. Rosett & W. S. Brophy
are held and firmly bound
unto John Merrill, in the sum of Fourteen hundred
and ninety Dollars to the payment of which well
and truly to be made. We do hereby, by these
presents jointly and severally bind ourselves
our heirs, Executors, and Administrators, sealed
with our seals and dated this Fifth Day of
April A.D. 1849.

The Condition of the Above Obligation is
such that whereas a judgment was obtained in
the Court of Common Pleas, of Union County Ohio, at
the September Term A.D. 1848, by the said
John Merrill, against James & William E. Lee,
James Kirkade, D. D. Welsh and John Cassie, for the
sum of seven hundred and six Dollars and
eighty nine cents, Damages and six Dollars and
sixty cents, Costs, and whereas the said Case
has been removed to the Supreme Court on a
Writ of Error, now therefore if the said James
& William E. Lee, James Kirkade, D. D. Welsh and
John Cassie, shall pay the full amount of the
condemnation in the Supreme Court if judgment
should be rendered in said Supreme Court
against them, then this Obligation shall be
void otherwise in full force and effect
in Law,

Taken by me this 5th Day of
April A.D. 1849
John Cassie Clerk
of Supreme Court

Wm E Lee Seal
J. W. Lee Seal
C. W. Rosett Seal
W. S. Brophy Seal

Union Super Court

J. W. Esler et al
vs

John Merrill

Supersedeas

Filed Jan 1st 1949
John Esler, Clerk

An affidavit to the within concerns proceedings
stopped stayed and execution returned
Philip Switzer Sheriff

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;
Whereas our certain writ of Execution we lately commanded
you, that of the goods and Chattels, and for want thereof, then
of the lands and Tenements of James W. & Geo James
Hiram O D Welsh and John Cassil, in your Bailiwick
your Cause to be levied the sum of Seven hundred and
Six Dollars and Eight nine cents, Damages and Six
Dollars & Sixty Cents Costs which by the judgment of our
Court of Common Pleas of the said County of Union at the
September Term thereof AD 1848, John Merrill has
recovered against the said James W. & Geo et al, with
interest thereon from the 19 day of September 1848, until paid
and also the further sum of _____ Dollars Costs of Increase,
and a coming Costs and that you have that money
before the said Court of Common Pleas on the first day
of the next term thereof, to render unto the said John Merrill
but because the said James W. & Geo et al, before the return
of our said writ of Execution, has sued out of our Supreme
Court within and for the said County of Union our certain writ
of Error upon the judgment aforesaid and has given bond
and security thereupon in due form of Law, as we are
informed by the said James W. & Geo et al, therefore we
Command you that you forbear all further proceedings
upon our said writ of Execution against the said
James W. & Geo et al, or in any way molesting the said
James W. & Geo et al, on occasion of that judgment
and have you then this writ.

Witness John Cassil, Clerk of our said
Supreme Court at Mansville this
5th day of April AD 1849.

John Cassil, Clerk

Wm Supreme Court

J W Eder vs

vs

John Merrill

Writ of Citation

Filed June 1st 1849
John Cassel Clerk

Recorded

Served this writ by delivering to C. W. B. Allison Esq
a certified copy ~~of the writ~~ ^{the copy} April 7th 1849

Fees = mileage 5
service 35

copy 20 = 60

Philip Snider Sheriff

The State of Ohio Union County Es,

To the Sheriff of said County Greeting;

We Command you that you give notice
to John Merrill - that James W. Edee & Als,
of the County of Union has sued out from our Supreme
Court a writ of Error, upon a certain judgment of
the Court of Common Pleas, of the said County of Union
of the September Term thereof A.D. 1848, for Seven hundred
and Six Dollars & Eighty nine cents Damages and Six
Dollars & Sixty cents Costs in a certain plea of
Assumpsit then pending in said Court, wherein
the said John Merrill, was plaintiff and James
W. Edee & Als, was defendants; and also that you make
known to the said John Merrill, that he be before the
Judges of our Supreme Court within and for the said County
of Union at the Court House in said County, on the
first day of their next Term, to show Cause if any be,
why the said judgment should not be reversed, annulled
and altogether held for nothing, and why speedy Justice
should not, be thereupon done between the parties in that
behalf.

Witness John Cassie Clerk of the said
Supreme Court, at Mansville this 5th Day of
April A.D. 1849.
John Cassie, Clerk

2-514
 Union Common Pleas

John Merrill
 vs
 L. W. & Lee & others

Damages \$ 706.89
 Costs 6.60
 Increase " 81
 Writ " 41

Filed Nov. 2^d. 1849
 C. M. Kinkadee for MR

Recorded

Allison & Curry

Received this writ September 6th 1849. Lived October 16th 1849 in conjunction with another writ wherein John Merrill is Plaintiff and L. W. & Lee & others are defendants upon the following described real estate situate in the County of Union and in the State of Ohio, and bounded and described as follows: All that certain piece or parcel of land, it being lot No 23 on the plat of Horatio & der Robinson and Silas G. Strong surveyors and a part of survey No 5506 and is by lot No 23 aforesaid to contain sixty one and a fourth acres, beginning at an Iron wood Hickory and Ash, thence N 80 E 160 poles to two poles and a white Oak thence S. 10 E 61 poles and five links to a beech sugar and Iron wood thence S 80.15 W. 160 poles to two beeches and a sugar tree, thence N 10 W. 61 poles to the beginning. Also the following premises situate in the County of Union and in the State of Ohio, and bounded and described as follows, being part of Military Survey No. (5506) entered in the name of Andrew Mead situate on Blues Creek and bounded and described as the East half of a lot No (18) of said survey No. 5506 as surveyed by Alexander Robinson, beginning at a beech Ironwood and hickory the south west corner of a lot sold to Johnathan & John Brooks thence S 18° W 80 poles to three sugar trees thence south 10° E 100 poles to a Stake set in the south of said lot thence N 80° E. 80 poles to two poles & White Oak N.E. corner to a lot sold to Simon Gales thence N 10 W. 100 poles to the beginning containing fifty acres more or less. Also the west half of said lot No. 18 conveyed by Simon Leates to James Kinkadee by deed bearing date September 23rd A.D. 1840 and recorded in the Records office of said Union County in Vol. 8 pages 4 and 5 containing fifty acres more or less, (there being no goods or chattles found whereon to levy) had the same appraised same day by the oath of Samuel Gamble David Swinam and Samuel W. Becke, and delivered a certified copy of the appraisment to the Clerk of the Court from whence this writ issued said real estate having been appraised at \$14.66 per acre, advertised said real estate to be sold on the 20th day of November 1849 by publication in the Marysville Tribune for at least 30 days previous to the day of sale, said Marysville Tribune is a Newspaper published and in general circulation in Union County, Ohio, and on the said 20th day of November 1849 between hours of ten o'clock A. M. and four o'clock P. M. I offered said real estate for sale by Public Auction at the door of the Court house in Marysville in said County and not sold for want of bidders.

Fees = mileage 30
 service 35
 August 1.00
 Apprais fee 1.50
 Copy of Appraisment 40
 advertising 25
 3/4 fee 6.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of September A.D., 1848

John Merrill

recovered against James Lee & William E. Lee, James Kinkade, S. O. Welsh and John Cassil

as well as the sum of Seven Hundred & Six dollars and Eighty nine cents for his debt, as the sum of

cents, for damages, as also the sum of \$ 6,60

for his cost and charges in that behalf expended, as of record is manifest.

as you have heretofore been commanded. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tene-

ments of the said James Lee & William E. Lee, James Kinkade, S. O. Welsh and John Cassil, (first Exhausting the property of James & William E. Lee, James Kinkade, and S. O. Welsh principals, before proceeding against the security John Cassil)

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 20th day of September A.D., 1848, until paid; also the sum of \$, 81 — the costs of increase

on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said John Merrill

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

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

August A.D., 1849. James Kinkade Jr Clerk.

John Merrill
vs
James & Wm. Voss

Damages \$706.⁸⁹
Costs 6.⁶⁰
Writ 11.⁴¹

Filed May 29, 1849
J. P. Kirkland clerk

Recorded

Received this writ November 3rd 1848. Proceedings
Stayed by writ of supersedeas. April 6, 1849.
Fees = service 35
 mileage 5 = 40 Philipps v. Sherriff

Wm. Voss & James Voss
vs
John Merrill

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 *thirteenth* day of *September* A.D., 1848

John Merril
recovered against *James Lee & Wm E Lee* Late partners under the name and
firm of *James & W. E. Lee* and *James Kinkade* *D D Welch* and
John Cassil
as well as the sum of *Seven hundred & Six* dollars and *Eighty nine*
cents for *his* debt, as the sum of _____ dollars
and _____ cents, for _____ damages, as also the sum of \$ *6.00*
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 tene-
ments of the said *James Lee & Wm E Lee, James Kinkade, D D Welch and John Cassil*
(*First Exhausting the property of James Lee & Wm E Lee, James Kinkade*
and D D Welch as principals) before proceeding against the security
John Cassil,
you cause to be made the debt, damages and costs aforesaid, with interest thereon from the *19th*
day of *September* A.D., 1848, until paid; also the sum of \$ _____ the costs of increase
on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House
aforesaid, on the first day of our next Term, to render unto the said *John Merril*

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the

Court House aforesaid, this *3rd* day of

November A.D., 1848.

James Kinkade Jr Clerk

John Merril
vs
James & Mrs. See & others

Damages \$ 706⁰⁰ 89
Costs - 6⁰⁰ 60

Int from Sept 20/48

Increase costs 11⁰⁰ 37
writ " 41

Filed May 28, 1850
J. KinKade per Clerk

To Spr. J. 1850

Recorded

Allison & Curry attys
for Plaintiff

Received this writ February 23rd 1850. Advertised the within described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. May 27th 1850 it being the day I advertised the same to be sold, made of James KinKade seven hundred and seventy eight dollars and forty cents in full for Damages & interest (\$778.40) and paid the same to: Bowen & Surfy assignees of Judgment and took receipt
^ for the same.

Fees = Mileage 5
Service 35
advertising 25
St fee 6.00
Foumdage \$15.50

Philip Swider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE command you to expose to sale those Lands and Tenements of James W. & E. See, James Kirkade

D. O. Welsh and John Cassil trust, Situate in the County of Union and in the State of Ohio, and bounded and described as follows all that certain piece or parcel of land being lot No. 23, on the plat of Alexander Robinson and Silas G. Strong, surveyors and a part of survey No. 5506, and is by lot No. 23 aforesaid to contain sixty one and a fourth acres beginning at an ironwood hickory and oak, thence N. 80. E. 160 poles to two elms and a white oak; thence S. 10. E. 61 poles and five links to a beech sugar and ironwood thence S. 80. 15. W. 160 poles to two beeches and a sugar tree; thence N. 10. W. 61 poles to the beginning, also the following premises, situate in the County of Union and in the State of Ohio, and bounded and described as follows being part of Military Survey No. 5506 entered in the name of Andrew Mead, situate on Elms Creek and bounded and described as follows the East half of a lot No. 18 of said Survey No. 5506 as surveyed by Alexander Robinson beginning at a beech ironwood and hickory the southwest corner of a lot sold to Jonathan & John Brooks, thence S. 18. W. 80 poles, to three sugar trees; thence South 10 E 100 poles to a stake set in the said lot; thence N. 80 E 80 poles to two elms & white oak, N. E. corner to a lot sold to Simon Gates, thence N. 10. W. 100 poles to the beginning containing fifty acres more or less. also the West half of said lot No. 18, conveyed by Simon Gates to James Kirkade by deed bearing date September 23^d A. D. 1840, and recorded in the recorder's office of said Union County in Vol. 8, pages 4 and 5, containing fifty acres more or less.

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

the sum of Seven hundred and Six dollars and Eighty nine cents for his damages, together with \$6.60 for his costs, with interest thereon from the 20th day of September A.D. 1848 until paid, which late in our said Court the said John Merril

recovered against the said James & William See, James Kirkade, D. O. Welsh and John Cassil

as of record is manifest. Also, \$ 11.37 increase of costs, and the accruing costs.

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

Hereof fail not at your peril, and have then there this writ. James Kirkade Jr. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23^d day of February A.D. 1850 James Kirkade Jr. Clerk.

John Merril

vs

James M & Sec Shals

Damages	\$ 37.01
costs	7.72
Int from July 2/49	
Increments	1.41
writ	.41

Filed May 28. 1850
J Kinrade Jr clerk

In Spr. T. 1850

Recorded

Allison Denny attys
for Plaintiff

Received this writ February 23rd 1850

Advertised the within described property for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. May 27. 1850 it being the day I advertised the same to be sold. Made of James Kinrade thirty nine dollars in full for Penalty and interest thereon. and paid the same to Bowen & Burfy assignees of judgment and took receipt therefor

Fees = Mileage 5

Service 35

adrog 25

Poundage 78

Philip Swider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of James & William & Sec. James

KirkRade D.D. Welsh and John Cassie Town. Situate in the County of Union and in the State of Ohio, and bounded and described as follows all that certain piece or parcel of land it being lot No 23 on the plat of Alexander Robinson and Silas G. Strong Surveyors and a part of Survey No 5506. and is by lot No 23 aforesaid to contain sixty one and a fourth acres. Beginning at an iron wood hickory and ash; thence N. 70 E. 160 poles to two elms and a white oak; thence S 10 E. 61 poles and five links to a beech sugar and iron wood; thence S 80. 15 W 160 poles to two beeches and a sugar tree; thence N. 10. W. 61 poles to the beginning. Also the following premises situate in the County of Union and in the State of Ohio, and bounded and described as follows being part of Survey No (5506) entered in the name of Andrew Mead situate on Blues creek and bounded and described as the East half of a lot No (18) of said Survey No 5506. as surveyed by Alexander Robinson. beginning at a beech iron wood and hickory the south west corner of a lot sold to Jonathan & John Brooks; thence S 18. W 80 poles to three sugar trees; thence South 10 E. 100 poles to a stake set in the south of said lot; thence N 80. E 80 poles to two elms & white oak. N.E. corner to a lot sold to Simon Gates. thence N 10 W. 100 poles to the beginning containing fifty acres or more or less. Also the west half of said lot No 18. conveyed by Simon Gates to James KirkRade by deed bearing date September 23rd A.D. 1840 and recorded in the recorder's office of said Union County in Vol 8. pages 4 and 5 containing fifty acres more or less.

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

the sum of Thirty Seven _____ dollars and One _____ cents for his _____ damages, together with \$7.72 for his costs, with interest thereon from the 2nd day of July A.D. 1849 until paid, which late in our Supreme Court the said John Merril

recovered against the said James & William & Sec. James KirkRade. D.D. Welsh and John Cassie as of record is manifest. Also, \$ 1.41 increase of costs, and the accruing costs.

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

Hereof fail not at your peril, and have then here this writ.
Witness, JOHN CASSEL, Clerk of said Court at the Court House in Marysville, this 23rd day of February A.D. 1850
James KirkRade Jr Clerk

2-549
Union Com Pleas

John Merrill
vs
J. McEwen & others

Damages \$37⁰⁰/₁₀₀
Costs 7⁰⁰/₁₀₀
Writ "41

Filed Nov. 21. 1849
J. A. Whithead for MR

Recorded

Allison & Emery

Received this writ September 6, 1849. Served October 16th 1849 in conjunction with another writ wherein John Merrill is Plaintiff and J. W. McEwen, Lee & others are defendants upon the following described real estate situate in the County of Union and in the State of Ohio, and bounded and described as follows, all that ^{part} piece or parcel of land, it being lot No 23 on the plat of Alexander Robinson and Elias G. Strong Surveyors and a part of Survey No 5506 and is by lot No 23 aforesaid to contain sixty one and a fourth acres, beginning at an Ironwood, Hickory and Ash, thence N 80° E 160 poles to two Adlams and a white oak thence S 10° E 61 poles and five links to a beech sugar and Ironwood thence S 80° 15' W 160 poles to two beeches and a sugar tree, thence N 10° W 61 poles to the beginning. Also the following premises situate in the County of Union and in the State of Ohio, and bounded and described as follows, being part of Military survey No (5506) entered in the name of Andrew Meach situate on Bluffs Creek and bounded and described as the East half of a lot No (18) of said survey No 5506 as surveyed by Alexander Robin = son, beginning at a beech Ironwood and hickory the south west corner of a lot sold to Nathaniel & John Brooks thence S 18° W 80 poles to three sugar trees thence South 10° E 100 poles to a stake set in the south of said lot thence N 80° E 80 poles to two Elms & white oak N.E. corner to a lot sold to Simon Gates thence N 10° W 100 poles to the beginning contain = ing fifty acres more or less. Also the west half of said lot No 18 conveyed by Simon Gates to James Kirkpatrik by deed bearing date September 23rd A.D. 1840 and Recorded in the Records office of said Union County in Vol. 8 pages 4 and 5 containing fifty acres more or less, (there being no goods or chattles found whereon to levy) had the same apprais = ed same day by the oaths of Samuel Gamble, David Swiniam and Samuel W. Beech at \$14.66 per acre and delivered a copy of the ap = praisment to the Clerk of the Court from whence this writ issued Advertiser the above described real estate to be sold on the 20th day of November 1849 by publication in the Marysville Tribune a newspaper published and in general circulation in Union County. This for at least 30 days previous to the day of sale. And on the said 20th day of November A.D. 1849, between the hours of ten o'clock, A.M. and four o'clock, P.M. I offered the above described real estate for sale by Public Auction and not sold for want of bidders.

Fees = mileage 30
Service 35
Levy 35

Philip Swider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

Supreme Court

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 *2nd* day of *July* A.D., 1849

John Merrill, recovered against *James Lee and William E. Lee, James Kinkade, J. D. Welsh and John Cassil*, the sum of \$37.01 - five per cent Damages upon a certain Judgment heretofore rendered, in the Court of Common Pleas, of said County in favor of the said ~~recovered against~~ *John Merrill* & against the said *James & William E. Lee, James Kinkade, J. D. Welsh and John Cassil*, and also the sum of \$7.72, for Costs and Charges in that behalf ~~in said Supreme Court expended, as of record is manifest, and whereas also said Supreme Court at the time aforesaid by their mandate sent down to our~~ *Common Pleas*, ~~as well as the sum of~~ *debt, as the sum of* ~~and said Court of~~ *Common Pleas* to Carry into Execution the aforesaid Judgment, as is of record manifest ~~cents for~~ *cents for* ~~dollars~~ *dollars*

and ~~cents for~~ *damages, as also the sum of \$*

for ~~cost and charges in that behalf expended, as of record is manifest.~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tene-

ments of the said *James Lee & William E. Lee, James Kinkade, J. D. Welsh and John Cassil,* ~~first exhausting the property of James & William E. Lee, James Kinkade and J. D. Welsh principals, before proceeding against the security John Cassil)~~

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the *2nd* day of *July* A.D., 1849, until paid; also the sum of \$ ~~the costs of increase~~ *of Com. Pleas*

on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said *John Merrill*

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the

Court House aforesaid, this *31st* day of *August* A.D., 1849.

James Kinkade Jr Clerk.

Supreme Court Case File

Case No. 1849-SC-0002

No. 49-SC-2

Union Common Pleas Court.

John Reynolds

Plaintiff,

AGAINST

James B. Margui's ad

Defendant.

SEP TERM, 1851

DECREE FOR PLAINTIFF

Journal 5

Page 83

Record No. 6

Page 164

Ex. Doc.

Page

Reynolds
Fairful et al
Trust for Sun

Filed April 29, 1850
I. Kirkpatrick MR

Clerk will please give up an
order within a few days
to attend on 7th May
Mr Lawrence
has been advised me to have
the letter herewith sent to protect

Lessee of Reynolds stat } In Execution
vs }
Lat. Hallway stat }
To the Sheriff Clerk of Union Com. Pleas.

You are hereby required to meet & draw a Jury in the manner required by law to act upon the application for relief under the occupying claimant laws that an order may issue accordingly.

The Sheriff will proceed to the premises in controversy on the 7th day of May 1850 with the Jury being the day on which I have notified Judge Swan the Jury will be at the premises. Issue writ
se

Apr 25. 1850

Stanton Lawrence

I agree that a Jury may be taken out to make the assessments commencing May 7th 1850

Swan & Andrews

Under com Pleas

John Dear Esqr
John Reynolds et al
vs

Margris et al
Subjor writs

Filed Aug 13. 1850
L. K. R. R. for C. R.

Served this writ personally upon the within
named witnesses August 12. 1850.

Fees = mileage 25
Service 25

Philip Binder Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon *Orson Smith and*
Lease Porter —

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the *13th* — ^{*Aug 1850*} day of ~~next term~~ *atg* — o'clock, A. M., to testify and the truth to speak on behalf of *James B Margnis & others* — in a certain controversy in said Court depending, wherein *John Lee & Lem John Reynolds et als* are Plaintiff^s, and *James B Margnis and others* are Defendant^s; and this *they* shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this *12th* day of *Aug*
A. D., 18*50*

James Kinkade Jr Clerk.

Raywell
Memo of
Lecture.

Filed Nov. 18. 1850
To the Hon. Secy of the
M

Subscribed Nov 18/50

~~Witness in the Reynolds case~~

Orestes Smith

John Smith

Moses P. Rice

Benj. Morse

John McRee

5-106
Lesson of John Reynolds et al

17
Fairfield et al

Department

See subpoena

In witness where named
Laurie S. Brown
1861

Union Com. Pleas
Sess of John Reynolds
et al

vs

Wm Fairfield et al
sub for writs

Filed Nov. 19. 1850
G. H. Knapp Clerk

Executed hereunder 19th 1850, personally upon the
written demand of John Mc Keece, Weston Smith
and Moses P Rice
Benjamin Moore & John Smith not found.
Fees Mellage 75
Dance 57 1/2
William C. Malin Sheriff
By John Bartons Deputy Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon *Arston Smith, John Smith*
Moses P. Rice, Benjamin Morse and
John McKeever —

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court
House, in the town of Marysville, on the *19th* day of ~~next term~~ *Novr 1850*, at — *9* — o'clock, A. M., to

testify and the truth to speak on behalf of *The Lessee of John Reynolds et al*
in a certain controversy in said Court depending, wherein *the Lessee of John Reynolds et al*

— *are* Plaintiffs, and *William Fairfield et al*

— *are* Defendants: and this *they* shall in no wise omit, under the penalty of the

law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court

House in Marysville, this *18th* day of *Novr*

A. D., 1850 *James Kinkade Jr* Clerk.

Reynolds
5
Fairfield

Filed for 30. 1857
I think so for CR

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Motion to set aside inquest under occupying
claimant law. Reynolds et al v Haufried
et al

Law sub p^a for Orson Smith
Solon Huntington
Jesse Porter,
W. Robinson

Swan Hand
for Haufried et al

Reynolds

vs

Fairfield et al

Sub for writs

Filed July 1st 1851

D. Kinnead p. clerk

Direct by Proving to the within names upon the
Order of the Court June 30th 1851

Geo. Adams 60

Amos 30

75

William de Mott - Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

*Orson Smith, Solon
Harrington, Jess Porter, and
William Robinson -*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ *fourth* day of ~~next term~~, at _____ o'clock, A. M., to testify and the truth to speak on behalf of ~~John Dox~~ *James B. Margus & others*

in a certain controversy in said Court depending, wherein *John Dox Ex Dem John Reynolds et al* are Plaintiff^s, and *James B. Margus & others* are Defendant^s; and this *they* shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this *30th* day of *June*

A. D., 18 *57*

James Kinkade Jr Clerk.

Reynolds

5
Fairfield v. W. S.

Sub for writs

Filed July 1, 1857

W. K. Kade for Clerk

In case this went by Reading June 1st 1857

Fees	5
Peris	1 ²⁰ / ₁₀₀
	<hr/>
	1 ⁷⁰ / ₁₀₀

William C. Mearns Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Charles Rathbun

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville, ~~on the~~ *fourth* day of next term, at ~~6~~ o'clock, A. M., to

testify and the truth to speak on behalf of *James B. Marquis et al*

in a certain controversy in said Court depending, wherein *John Joe Exler & John Luther Reynolds et al* are Plaintiffs, and *James B. Marquis et al*

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

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court

House in Marysville, this *first* day of *July*

A. D., 1857.

J. Kinkade Jr

Clerk.

Reynolds
2
Fairfield

Filed July 1. 1857
W. A. Reynolds

Learned by reading
July 1. 1857.
W. A. Reynolds

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon

Patrick Rice

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the forthwith~~ ¹ day of next term, at _____ o'clock, A. M., to

testify and the truth to speak on behalf of *John Doe Ex Dem John Reynolds et al*
in a certain controversy in said Court depending, wherein *John Doe Ex Dem John*
Reynolds et al are Plaintiffs, and *James B. Margui's et al*
are Defendants; and this ~~He~~ shall in no wise omit, under
the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court
House in Marysville, this *1st* day of *July*

A. D., 1857

Ja Kinkade Jr

Clerk.

Frid Nov 21. 1851
O Rind Road p. 110

John Lee ex Demise
of John Reynolds and others
vs
Benjamin Trinkham
and others } Union Law Place
The Executors
Jesse Reed of
Koban Francis Pastorem

and also execution for costs.
Chas. W. C. Plummer
Nov 17. 1857
Stanton H. Greenman
Atty for Plff

Union Com. Pleas

John Dox Ex Dem
John Reynolds et als

vs

James B. Marquis
Wm Fairfield and
Benjamin Finckham

Report of the Amt of
Taxes &c

Filed May 21. 1850

James Hinckley Clerk

See exceptions
to this on file.

Clerks Office Marysville Ohio
May 21st A.D. 1850

In accordance with an Order of Court at its September Term A.D. 1848. in the Case of John Dor Ex Dem John Reynolds et als vs James B. Marquis, William Fairfield and Benjamin Kirkham, I submit the following report. To-wit. I find that John W. Warner bought at Auditors Sale in Madison County Ohio Dec 12, 1831. 200 acres of Land Survey No 12169 for the sum of \$ 22.50 and assigned Certificate to Nathaniel Sawyer Nov 16, 1832. and Deed made to Sawyer by Auditor of Madison County Dec 18, 1832. Interest on above sum to May Term 1850 - 24.97

From this time up to the year 1840, I have no evidence of any taxes being paid on said Land. I find entered for taxation on the Auditors Books of Union County Ohio for the year 1840, 145 acres of said Survey No 12169, in the name of Nathaniel Sawyer, amt of taxes for that year - \$ 12.95.8 paid
Interest on same to May Term 1850 7.38.
amt of Taxes on said Land for the year 1841 5.39. paid
Interest on same to May Term 1850 2.74
amt of Taxes for the year 1842 4.23.5 paid
Interest on same to May Term 1850 1.90
" " taxes for the year 1843 6.13.5 paid
Interest on same to May Term 1850. 2.39.
" " taxes for the year 1844 5.99.5 paid
Interest on same to May Term 1850 1.97.
" " taxes for the year 1845 5.96.7 paid
Interest on same to May Term 1850 1.60
" " taxes for the year 1846. paid by Benj. Kirkham 3.46 paid
Interest on same to May Term 1850 .72
Total amt, \$110.31 .0

James Kirkham Jr Clerk of
Union Com. Pleas.

6.60
3.30
1.10

11.00

Int from May 7. /50
to Oct. 4 /57

110.31

11.00

\$121.31

Exceptions to
Clerke Reports

Filed May 28. 1850
L Kimbrough CLK

Lessee of Reynolds et al }
 or }
 James B Marquis }
 et al }

Union Co. Pleas
 In Equity
 Proceedings under
 Occupying Claimant
 Law

And now comes John Reynolds doth &
 except to the Report of James Kirkcaldie Clerk
 dated & filed May 21st 1850 purporting to
 show amounts of taxes &c on parts of Secor's
 No 12169 and in parts of the premises in
 controversy &c for following reasons

1. Because said Clerk was not authorized
to make said Report
2. Because this Court had no power to make
an order in relation to taxes nor can the
Court in this proceeding make any order
as to taxes
3. Because the taxes are not taxes on the
land in controversy
4. Because the taxes did accrue in Union
County
5. Because the report of taxes does not show
the evidence on which the report is made
6. Because it does not appear that Reynolds
paid all said taxes
7. The report & all matters relating thereto
is otherwise informal insufficient
irregular & void -

By Lawrence Stanton
 Allison &c
 Attys

In Union Com Pleas

Sesss of John Reynolds 1850

James B. Marquis

William Fairhead & Co

Benjamin Inkham

Order for valuation of improvements
&c

Filed May 9. 1850

James Kirkpatrick

Recorded

Stanton & Lawrence for R. L. W. H.

Swan & Andrews for Depts

The State of Ohio Union County, Es.

To the Sheriff of Union County Greeting;
Whereas on the 20th day of September A.D. 1848, the Sesses
of John Reynolds, Jacob Reynolds, William Reynolds, Sarah
Maray, Joseph Maray, Rachael Carr, John Carr, Mary
Miller, Henry Miller and Joseph Maray Assignees of
Elizabeth Wallace, recovered a judgment against James
B. Marquis, William Fairfield and Benjamin Siskham
in a certain action of Ejectment lately pending in Our Court
of Common Pleas, within and for the said County of Union for
his term yet to come in the following lands and Tenements
to wit, Situate in said County of Union, Survey No. 12169 beginning at 2
bur Oaks the easterly Corner of James Gallaways Survey No 6602; thence with his line
South 20 degrees west 162 poles to 2 black Oaks & a bur Oak southerly Corner
to the said Survey; thence North 75 $\frac{1}{2}$ degrees east 86 poles to 2 bur Oaks; thence
North 49 degrees east 68 poles to 3 bur Oaks northerly Corner to John Grahams,
Survey No 7393; thence North 8 $\frac{1}{2}$ degrees east 75 poles to a Stake southerly Corner
to Joseph Chambers Survey No 7400; thence North 60 degrees west 120 poles to
a Stake westerly Corner to Chambers said Survey; North 30 degrees east 133 poles
to a Stake in a prairie northerly Corner to Chambers said Survey in the line
of Graham & Johnsons Survey No 7245; thence with said line North 60
degrees west 62 poles to a hickory & two fact oaks in said line easterly Corner
to said Chambers Survey No 7399; thence South 50 degrees west 109 poles to
a Stake southerly Corner to said Survey No 7399; thence North 60 degrees west
127 poles to a Stake westerly Corner to Chambers last mentioned Survey
thence South 7 degrees west 96 poles passing two dogwoods & a black Oak
a Corner to Gallaways said Survey No 6602 & with his line to 2 bur Oaks
another of his Corners. thence with another of his lines South 70 degrees
east 208 poles to the beginning. Except so much of the above descri-
bed land as is contained in the following boundaries, being the land
of James Galloway Jr. to wit, beginning at a hickory & easterly Corner
to Joseph Chambers Survey No 7399 in line of Johnson & Grahams Survey No 7224;
thence with their line S. 60, E. 66 poles to a Stake in prairie northerly Corner to
said Chambers Survey 7400; thence with his line S. 31, W. 134 poles to a Stake
in prairie easterly Corner to said Survey; thence N. 60, W. 66 poles to a

Stake in prairie, thence N. 30. E passing the southerly Corner of said Chambers Survey No 7399 to the beginning, And whereas also, upon the rendition of said judgment, our said Court of Common Pleas, on application for that purpose, granted to the said James B. Marquis, William Fairfield and Benjamin Sinkham the benefits of the Statute for the relief of occupying Claimants; We therefore Command you that without delay, by the Oaths of Chester Fox, Jesse Mitchell, Samuel McCullough, Samuel Sumner, William M Robinson, Daniel Song, David Sterling, Joseph Hutchisson, George M Richard, Abram Drake, Samuel Carter, and Zachariah Noteman, and upon actual view of the premises, you Cause to be made a just and true assessment of the value of all lasting and valuable improvements made upon the lands and tenements aforesaid, by the said James B. Marquis, William Fairfield and Benjamin Sinkham, or by any person or persons under whom the said James B. Marquis, William Fairfield and Benjamin Sinkham, holds the same previous to the 25th day of July A.D. 1846, And also that in like manner, you Cause to be made a just and true assessment, of the damages, if any, which the said lands and tenements may have sustained by waste, together with the net annual value of the rents and profits which the said James B. Marquis, William Fairfield and Benjamin Sinkham, may have received from the same, from and after the 25th day of July A.D. 1846, deducting the amount of such rents and profits from the estimated ^{value} of the lasting and valuable improvements aforesaid; and also that, in like manner, you Cause to be made, a just and true assessment, of the value of the said lands and tenements, on the 20th day of September A.D. 1848, exclusive of the improvements made thereon, and of the damages sustained by waste as aforesaid, and of this writ make legal service and due return.

Witness James Knirkade Jr Clerk of said Court of Common Pleas at Marysville this 29th day of April A.D. 1850.

James Knirkade Jr Clerk

I have executed the within by the oaths of Chester Fox, Jesse Mitchell, Samuel McCullough, Samuel Turner, William M. Robinson, Daniel Long, David Sterling, Joseph Hutchison, George M. Rickard, Abram Drake and Zachariah Noteman within named jurors and Jesse Porter, who was by me duly summoned as a talesman in place of Lemuel Carter, within named, who was sick, who being duly notified by me, did on the 7th day of May A. D. 1850 on actual view of the within premises having been first duly sworn, make the assessment therein commanded, and their verdict is herewith returned.

May 9th 1850

Philip Snider Sheriff of Union Co.

Fees = Sheriff summoning Jurors	\$ 3.00	Juros fees = Chester Fox	\$ 1.50
service of writ	.35	" Jesse Mitchell	1.45
mileage	.40 = \$ 3.75	Samuel McCullough	1.35
Justice W ^m Finckam swearing Jurors	48	Samuel Turner	1.80
" witnesses	8 = 56	W ^m M. Robinson	1.20
Witnesses Samuel Luber	50	Daniel Long	1.85
John Mershon	50	David Sterling	2.30
		Joseph Hutchison	1.70
		George M. Rickard	1.40
		Abram Drake	2.00
		Zachariah Noteman	1.40
		Jesse Porter talesman	

Philip Snider Sheriff

And We the jury do also return all the value
of said last bond 100. Acres of land
occupied ^{by} said William Fairfield on the
20th day of September 1848 at — \$80000

Statement of the improvements and
expenses is appended —

In testimony whereof we hereunto
put our hands & seals this 7th day
May A.D. 1850

Daniel Long *Justice*

Chester Fox *Justice*

David Sterling *Justice*

Wm Robinson *Justice*

Samuel M. Catary *Justice*

Joseph Hutchisson *Justice*

George W. Rickard *Justice*

J. S. Stearns *Justice*

Jesse Mitchell *Justice*

Samuel Turner *Justice*

Abraham Drake *Justice*

Jesse Porter *Justice*

Said no

John Doe Ex Dir

John Reynolds

is
James B. Ma

Cast & Bill ma
Record

Recorded

No. 49-56-2 ✓

Union Common Pleas Court.

William Fairfield Plaintiff,

AGAINST

John Reynolds Detendant.

July 1849.

Executed
Decree for self

Supreme Court

Journal 1

Page 113

Record No. 1

Page 476

Ex. Doc.

Page

Union Court Pleas

John Doe et al
John Reynolds et al
vs
Richard Roe

& settlement

Filed July 20. 1846.
John Cassil Clerk

Service	\$0.75
Copies	1.50
Mileage	65
	<hr/>
	\$2.90

Wm M Robins

Sheriff

Filed July 27th 1846
John Cassil Clerk

Recorded in Union Court Pleas

Recorded in Supreme Court
Record

Served this writ July 25th 1846. by delivering
a certified copy of this writ to John W Robinson
William Fairfield & Benjamin Smith Junr Parents
and informed them of the contents

Wm M Robinson Sheriff

Miscon Pleas

~~of the~~ in the year of our
Lord 1846.

State of Ohio Union County, ss. John Doe complaining of Richard
Ree, for that, John Reynolds, Jacob Reynolds, William Reynolds,
Sarah Marrey, late Reynolds, wife of Joseph Marrey, Rachel Leach
late Reynolds, wife to John Carr, Mary Miller, late Reynolds
wife to Henry Miller and Joseph Marrey of Elizabeth
Wallace late Reynolds, on the twentieth day of January A. D.
1846. in the county of Union, had demised to the said John Doe
the following described land, to wit: beginning at the Easterly corner
of James Galloway's survey No. 6602. thence with his line
south twenty degrees. West one hundred and sixty two poles
to two Black Oaks and a Bur Oak. Southerly corner to said
survey: thence North seventy five and a half degrees. East
eighty six poles to two Bur Oaks: thence North forty nine
East sixty eight poles to three Bur Oaks: thence North
eight and a half degrees. East seventy five poles to a stake
North thirty degrees East one hundred and thirty three
poles to a stake in a prairie in the line of Crookens and
Johnson's survey No. 7245, thence with said line north
sixty degrees. West sixty two poles to a buckeye and two
Jack oaks. thence south fifty degrees. West one hundred and
nine poles to a stake, thence south seven degrees. West ninety
six poles and with Galloway's line survey No. 6602, to two
bur Oaks. thence with another of his lines south seven
degrees. East two hundred and eighty poles to the beginning.
to have and to hold to the said John Doe and his assigns
for the term of fifty years: containing two hundred acres
of land: for that also the said John, Jacob, William, Sarah
Rachel, Mary and Joseph, demised other 200 acres of arable
land, 200 acres of meadow land, 200 acres of pasture
land, 20 messuages, 20 cabins, 20 barns, 20 stables, 10 orchards,
10 outhouses, 10 gardens, 200 acres of wood land, 200 acres of

land covered with water, and two hundred acres of other
land with the appurtenances thereto, situate in the county of
Union, to have and to hold the same to the said John
Doe for the term of fifty years, from the day and year
aforesaid; by virtue of which ^{which} demise the said John Doe entered
in the said premises and was possessed thereof for the term
aforesaid; and the said John being so thereof possessed
the said Richard, afterwards, to wit, on the day and year
aforesaid, at the place aforesaid, with force and arms entered
into the said tenements, with the appurtenances and
ejected the said John Doe therefrom, and other
injuries to the said John Doe then and there
did to his damage \$1.00 and therefore he sueth,

By W. C. Lawrence
the atty

vs. Fairfield Benjamin Tinkham,
1 Mr. John W. Robinson. Wm. Impson and others
~~vs.~~ Isaac Blanchard. Tenants

Sir: I am informed that you are in possession
of a claim title to the premises in this declaration
mentioned, or some part thereof; and I being
sued in this action as casual ejector, and
having no title to the said premises, do advise
you to appear at the next term of the Court of Com-
mon Pleas ~~in~~ and for the County of Union and
State of Ohio, and make yourself defendant in
my stead, otherwise judgment will then be entered
against me by default and you will be turned
out of possession

Richard Roe.

Job Doe

v

James Gallou
et al

Consent will

Filed May 7. 1847

John Cassil Clerk

Recorded

John Doe
ex dem &c

~~Richard Ross~~
B. T. T. T.
of ac

And James Galloway J. Com.
ad Compesses leav. entry ad
curtu & sed declarate mntem
ad adu. himself to be in possess
of the following (parcel of the premises
in the declarate mntem) to wit

Beginning at a hickory &c easterly corner to Joseph Chambers survey
No 7399 in line of Johnson & Gules survey No 7224; then with
them line S. 60 E. 66 poles to a stake in prairie northwly corner to
said Chambers survey 7400; then with his line S. 31 W. 134 poles to a
stake in prairie easterly corner to said survey; then N. 60 W. 66 poles to
a stake in prairie then N. 30 E. passing the southerly corner of said
Chambers survey No 7399 to the beginning.

And as to the residue of said premises in the
declarate described, ^{James B. Galloway} William Handfield & James T. T. T.
comes ad Compesses leav. entry &c curtu &c ad adu.
possess &c. ad ent for plea severally say
they are not guilty &c ad put them out
of curtu &c ad plff doth the let &c

Sworn
Deft atty

[Faint handwritten notes on the left side of the page, possibly bleed-through from the reverse side.]

Filed Sept. 21st 1878
John Casper, Clerk

[The right side of the page contains several columns of dense, handwritten text, likely a ledger or account book. The handwriting is cursive and somewhat faded. The text is organized into columns, with some entries appearing to be numbers and others being descriptive notes. The columns are separated by vertical lines, suggesting a structured record-keeping system.]

John Doe on the demand
of John Reynolds et al.

vs
Richard Roe
James Galloway & others
defts by plea & consent
rule

Union Court Pleas

In Ejectment.

It is remembered that
on the trial of this in the Court of Common Pleas
of Union County at the September Term AD 1848
the plaintiffs to maintain the issue on their part
offered in evidence a patent dated January 10
1846 to them for 200 acres of land survey no. 12169
herewith filed & made part hereof which was re-
cited in evidence. The defendants then
offered in evidence a certified copy of Saml
Smith's entry No 12169 dated ~~August 27~~ 1823
certified by D Adams Chf Clk under date of
Oct 4. 1847 also copy of Hughes Woodson's
entry & survey No 12075-55 acres certified by
same Sept. 30. 1847 and a tax title deed
to Nathaniel Sawyer dated 1832 made
by P M Lane Auditor Union County and other
title papers conveyed to defendants the title
held by M Lane under this tax deed, said
tax deed only being offered to authorize pro-
ceedings under the occupying claimant
law in case plaintiffs had a right to recover
not as making a title for depts. The plaintiffs
then offered in evidence Saml Smith's entry
No 12169 date Jan 2. 1823 certified by D Adams
under date Oct 6. 1847 and said Smith's
survey of 200 acres No 12169 copied for Book
D. p. 38 as appears therein* all of which papers
are made part hereof on which evidence
the Court rendered verdict & judgment as entered
in the Journal to which the parties except & the
Exceptions are allowed & made part of the record

*The defendants then produced a map of Darby Township which
is admitted to be a correct plat of entries and surveys.

J. L. Fisher
J. R. Smith
Christian Mays
Levi Phelps

Union Sup Court

John Davenport
of John Reynolds
et al

vs
James Gallaway
et al

Præcipe for Error

Filed Jan'y 16. 1849
John Cassie clerk

Stanton Lawrence

John Doe Esquire
of John Reynolds
vs
James Gallagher
James B. Higgins
William Fairfield
& Benjamin Frankham

In Error

Assess a writ of Error
in this cause to the
Court of Common
Pleas of Union County
to reverse judgment

of said Court at their September Term
A.D. 1848, in a certain action of Ejectment
wherein the above named plaintiffs in
Error were plaintiffs, and the above
named defendants in Error were defen-
-dants, returnable to the next Term of
the Supreme Court within and for
said County of Union.

January 16. 1849
Clk Union County }
Superior Court.

Wayton Lawrence
Atty. for Plff

Frid May 29. 1849
John Cassie M

Recorded

John Doe & co
vs
John Reynolds & co
James Gallaway } Exctment, In Error

And now comes the
said John Doe and
says that in the record and proceedings
of the Court of Common Pleas, there is
Error in this to wit.

- 1st That said Court erred in deciding that
plaintiffs patent was void as to the
fifty five acres covered by defendants
Entry and Survey.
2. That defendants Survey is junior to the
plaintiffs and therefore the patent issued
as plaintiffs Survey passes the legal title,
and defendant cannot set up an equity
acquired by his entry to defeat the plaintiffs
action of Exctment.
3. Because the premises described in the
declaration, and in the plaintiffs Entry
Survey and patent, are not, nor is any
part thereof covered by the defendants
Entry and Survey.
- 4th Because the bill exceptions and the
exhibits, shows that the legal title
to the whole of the premises described
in the declaration is in the plaintiffs
Sessor who ought therefore to have judgment
- and therefore.
5. Because the Court rendered judgment
for the defendant for fifty acres of
land part of the premises in controversy
when according to law and the evidence
exhibited in the bill of exceptions
judgment should have been rendered
for the plaintiff for the whole of said
premises.
6. Because the Court allowed the defendants
claim for improvements under the occupy-
-ing claimant law, by virtue of tax sale
made in Madison County, while the
lands have always been in Union Co,
and were not at the time the taxes were
levied and assessed or at the time the sale
was made in Madison County.

Stanton & Lawrence Attys

Reynolds
as
Wm. Fairfield

Filed Oct 5 1847
John Cassin EM

Approved this by reading to the within
Municipal Assessor Oct. 5. 1847
Per mileage 5
Per vote 12 1/2
J. P. M. Under Secretary

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON *Charles Nathburn*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on ~~the first day of next term, at ten o'clock, A.M.~~ *to-morrow morning at nine* to testify and the truth to speak on behalf of *William Fairfield et al*

in a certain controversy in said Court depending, wherein

an

is Plaintiff, and

an

is Defendant, and this

the law; and have then there this writ.

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House

aforesaid, this

fifth

day of

October

A.D., 1847.

John Cassil Clerk.

The answer of the Judges of the Court of Common
Pleas, within named,

An authenticated Transcript of
the judgments and all things concerning the same
together with the Original files and pleadings within
mentioned, are herewith returned as within
Commanded,

Attest. James Kirkaldy Clerk of
Union Com. Pleas.

H. Gordon

Wm. D. Simpson Clerk
John Bon & Son
John R. Simpson
James Gordon Was
Wm. D. Simpson

The State of Ohio County ss,

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Greeting;

Because in the record and proceedings and also in the rendition of Judgment in a certain action of Ejectment, which was lately in our said Court of Common Pleas before you wherein John Doe Esq. Dem. of John Reynolds was plaintiff and James Galloway, James B. Marquis, William Fairfield and Benjamin Turkham was defendants Error has intervened as it is said to the damage of and we being willing that such Error, if any there be should be corrected, and full and speedy Justice done in that behalf do Command you that if final judgment be thereupon given, then without delay you send and distinctly and openly under the Seal of your Court and annexed to this writ, an authentic and Copy of all judgments remaining on record in your Court in the action aforesaid together with the original files and pleadings therein so that having the same in our Supreme Court within and for the County of Union on the first day of our next term at the Court House in said County, we may cause further to be done thereupon in our said Supreme Court what of right and accord to the Laws of this State ought to be done.

Witness John Cassil, Clerk of the Supreme Court within and for the County of Union
this 8th day of May AD 1849

John Cassil, Clerk

Union Supreme Court

John Lee ex dem
John Reynolds vs

by

James Galloway
& others

Transcript

Recorded
all

John Doe Ex Dem
John Reynolds et als

September Term AD. 1848

James Galloway p
James B. Marquis
William Fairfield &
Benjamin Trinkham

In Ejectment,

This day came the parties
by their Attornies and by Consent
of parties. This cause was submitted
to the Court upon the issue joined a

Jury being waived and the Court having heard the
testimony do find that the said James Galloway p is
not guilty of the trespass and ejectment alleged as to
the premises in the Consent rule by him described, and the
Court do further find as to the residue of the premises in the
said declaration described, that the said James B. Marquis
William Fairfield and Benjamin Trinkham are guilty of
the trespass and ejectment alleged and do assess the
plaintiffs damages by reason thereof to one Cent, and thereupon
the plaintiff moved the Court for a new trial, on the ground
that the verdict in favor of the said Galloway is against
~~the~~ the evidence and the law, arising thereunder which motion
was by the Court overruled, and thereupon the plaintiff except to
said evidence & opinion of the Court overruling said motion
and prayed the Court to seal his bill of exceptions which is
done and filed, and thereupon it is considered by the Court that
the said James Galloway p. go hence without day and recover of the
plaintiff his costs herein expended taxed at Dollars cents
and it is further considered by the Court that as to the residue of the premises
in the declaration described & not conveyed by the Consent rule of the
said Galloway p. the ~~said~~ plaintiff recover^{ed} the said Marquis
Fairfield and Trinkham his said term yet to come of and
in said Tenements with the appurtenances and also his
damages by the Court assessed together with his costs
expended taxed at Dollars cents
and thereupon the said Marquis, Fairfield and Trinkham
severally made application to the Court for the valuation of
improvements and assessment of damages under the Statute
for the relief of Occupying Claimants and the Court having
considered of the same are of opinion that they are entitled
thereto, thereupon it is ordered that further proceedings may be
had in the premises agreeably to the provisions of the Statute,
and by consent of parties it is ordered that the Clerk of this
Court report at the next Term the amount of taxes & penalties
and interest actually paid by the defendants Marquis,
Fairfield and Trinkham and those under whom they.

John Doe Ex Dem }
John Reynolds et als Ten }
 vs }
Richard Roe Ex Dem }
W^r Fairfield et als Ten }
 } Essement, Continued,

John Doe Ex Dem }
 } May Term AD, 1847
Richard Roe }
 } Essement.

On motion and by consent of parties. It is ordered that James Galloway, William Fairfield and Benjamin Finckham and James B Marquis be made defendants herein in the place of the now defendants. Richard Roe. Continued,

John Doe Ex Dem }
John Reynolds et als }
 vs }
Richard Roe }
James Galloway et als }
Tenants }
 } August Term AD 1847
 } Essement.

In this case by consent of parties plaintiff has leave to file an amended declaration which is filed accordingly by like consent. Service of said amended declaration is waived and appearance of defendants is entered thereto, and the consent rule and plea heretofore filed is ordered to stand, as a consent rule and plea to said amended declaration, as well as to the original declaration on file,

John Doe Ex Dem }
John Reynolds et als }
 vs }
Richard Roe }
W^r Fairfield et als }
 } April Term AD 1848
 } Essement.

Continued under advisement,

John Doe Ex Dem }
John Reynolds et als }
 vs }
Richard Roe }
W^r Fairfield et als Tenants }
 } June Term AD 1849
 } Essement.

Continued under advisement,

Claim upon the premises recovered against them
in this action, with interest the equitable rights of all
parties by way of exceptions to said report and otherwise
to be the same as if said report was founded upon a bill
in Chancery filed by the defendants to assert their
Claim to have taxes paid refunded to them,
Continued,

The State of Ohio Union County ss.

J. James Kinrade Jr Clerk of the Court of
Common Pleas, in and for the County of Union and
State of Ohio. Do hereby Certify that the foregoing Transcript
contains all the Orders judgments and other formal
entries of the said Court of Common Pleas. in the above
Case, and that they same are truly Copied from the Journal
of said Court,

Witness my hand and Seal of Office
this 22nd Day of June A.D. 1849

James Kinrade Jr Clerk,

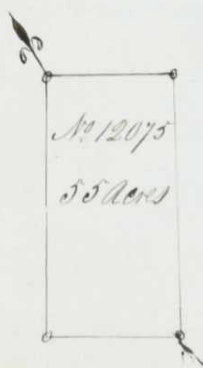
1822

Dec. 13.

N^o 12075.

443 C.

Hughes Woodson enters 55 acres of land on part of a Military Warrant N^o 1751, on the waters of Darby's Creek, beginning at the easterly corner of Joseph Chambers Survey N^o 7399; thence S 60 E. to the northerly corner of said Chambers Survey N^o 7400; thence off at right angles S 30 W. for quantity.



Surveyed for Hughes Woodson 55 acres of land on part of a Military Warrant N^o 1751 on the waters of Darby's Creek: beginning at a hickory and two Jack oaks easterly corner to Joseph Chambers Survey N^o 7399 in the line of Johnston and Graham's Survey N^o 7245, thence with their line S 60 E 66 Poles to a stake in a prairie northerly corner to said Chambers Survey N^o 7400; thence with his line S 30 W. 13 1/2 Poles to a stake in a prairie westerly corner to said Survey; thence N 60 W. 66 Poles to a stake in a prairie; thence N 30 E. 13 1/2 Poles passing the southerly corner of said Chambers Survey N^o 7399, and with his line to the beginning

Moses Mitchell	James Calloway Jun. D.S.
Samuel Mitchell	March 6 th 1823
James Boal. M ^r	June 7 th 1823

Auditor of States Office, Columbus, Ohio.
It is hereby certified that the foregoing are true copies from the Records in this Office

In Testimony Whereof I hereto subscribe my name & affix the Seal of this office this 30th day of September 1847.

D. Adams Chief Clerk

500 acres of land covered with water 500 acres
of woods land 4500 acres of the land with
the appurtenances situate in said Union
County. It bears to hold the same to the
said John from the said 12th day of Jan-
uary A.D. 1846 in & during the term of
fifty years thence next ensuing
by virtue of which, ^{several} ~~several~~ John
entered into the said ^{several} ~~several~~ ^{high, excellent} ~~high, excellent~~ ^{with the} ~~with the~~ ^{mentive} ~~mentive~~
appurtenances & was proposed thereof
in the ^{entered} ~~entered~~ terms appraised; and the said
John being so thereof proposed the said
Richard afterwards bought on the day &
year last appraised at the place appraised
with free & am^{er} entered into the said ^{land} ~~land~~
tenements with the appurtenances & rejected
the said John therefrom & then assigns to the
said John then & there did to his demand
one hundred dollars & therefor he sees
By

Filed Aug 3rd 1874
John Cassel C.M.

Recorded

The State of Ohio / Court of Common Pleas
Union County / of said County.

Amended Declaration filed
August Term 1847

John Doe complains of Richard Roe for that John Reynolds Jacob Reynolds William Reynolds Sarah Murray late Reynolds wife of Joseph Murray Rachel Carr late Reynolds wife to John Carr Mary Miller late Reynolds wife to Henry Miller and Joseph Murray assignee of Elizabeth Wallace late Reynolds on the 12th day of January AD 1846 in the County of Union had devised to the said John Doe the following described land in Union County Ohio, to wit, Situate on the Waters of Darby's Creek between the Little Miami & Secoto Rivers North West of the River Ohio as by Survey N^o 12169 bearing date the 25 day of May 18~~26~~ founded on part of two military Warrants 66 $\frac{2}{3}$ acres on N^o 6518 & 133 $\frac{1}{3}$ acres on N^o 6519 bounded & described as follows to wit Beginning at 2 bir oaks the Easterly corner of James Galloway's Survey N^o 6602 thence with his line South 20 degrees West 162 poles to 2 black oaks & a bir oak Southerly corner to the said Survey - thence North 75 $\frac{1}{2}$ degrees East 86 poles to 2 bir oaks - thence North 49 degrees East 68 poles to 3 bir oaks Northerly corner to John Graham's Survey N^o 7393, thence North 8 $\frac{1}{2}$ degrees East 75 poles to a Stake Southerly corner to Joseph Chambers Survey N^o 7400 - thence North 60 degrees West 120 poles to a Stake Westerly corner to Chambers said Survey; North 30 degrees East 133 poles to a stake in a prairie Northerly corner to Chambers said Survey in the line

of Graham & Shustons survey No 7245 -
thence with said line North 60 degrees West
62 poles to a hickory & two Jack oaks in
said line Easterly corner to said Chamber's
~~said~~ survey No 7399; thence South 50 degrees
West 109 poles to a stake southerly corner
to said survey No 7399; thence North 60
degrees West 127 poles to a stake Westerly
corner to Chamber's last mentioned survey
thence South 7 degrees West 96 poles passing
two dog woods & a black oak a corner to
Galloways said survey No 6602 with
his line to 2 bar oaks another of his
corners - thence with another of his
lines South 70 degrees East 208 poles
to the beginning; And also 500 acres of other
land in said Union County and 100
messuages - 100 cabins, 100 barns 100
stables 100 orchards 100 out houses 100
yards 100 gardens 500 acres of arable
land 500 acres of meadow land 500
acres of pasture land 500 acres of wood
land, 500 acres of land covered with
water & 500 acres of other land with
the appurtenances situate in said
County of Union To have & to hold the
same to the said John from the 12th day
of January AD 1846 for & during the
term of fifty years thence next ensu-
ing

And also for that John Reynolds Jacob
Reynolds William Reynolds Joseph Murray
John Carr Henry Miller Joseph Murray
on the 12th day of January AD 1846 at the

County of Union in said State of Ohio had demised to
the said John the following lands & tenements
To wit, Survey No. 12169 Beginning at 2 bur
oaks the Easterly corner of James Galloway Survey
No 6602 thence with his line South 20 degrees
West 162 poles to 2 black oaks & a bur oak
Southerly corner to said Survey thence North 75 $\frac{1}{2}$
degrees East 86 poles to 2 bur oaks thence North
47 degrees East 68 poles to 3 bur oaks Northerly
corner to John Graham's Survey No 7393 thence
North 8 $\frac{1}{2}$ degrees East 75 poles to a stake Southerly
corner to Joseph Chamber Survey No 7400 -
thence North 60 degrees West 120 poles to a
stake Westerly corner to Chamber's said Survey
; North 30 degrees East 133 poles to a stake
in a prairie Northerly corner to Chamber's
said Survey in the line of Graham & Thomas
Survey No 7245 thence with said line North
60 degrees West 62 poles to a hickory & 2
jack oaks in said line Easterly corner to
said Chamber's Survey No 7399; thence
South 50 degrees West 109 poles to a stake
Southerly corner to said Survey No 7399
thence North 60 degrees West 127 poles
to a stake Westerly corner to Chamber's
last mentioned Survey; thence South
7 degrees West 96 poles a corner to Gallo-
way's said Survey No 6602 North his
line to 2 bur oaks another of his corners
thence with another of his lines South 70
degrees East 208 poles to the beginning
; and also 100 meadows 100 cabins 100 barns
100 stalls 100 orchards - 100 outhouses 100 yards
100 gardens - 500 acres of arable land
500 acres of meadow land - 500 acres of pasture land

Whereas by an act of Legislature of the State of Ohio, entitled An "Act, to provide for the sale of lands forfeited to the State for the Non-payment of taxes" Passed March 14th 1831- by which act is made the duty of the Auditor of State, to Transmit to each County Auditor, a list of the forfeited lands lying each county, and affix thereto the seal of his Office, and whereas on said list as certified by the Auditor of State, to the Auditor of Madison County- was duly charged the following tract of lands, in substance as follows, To wit, Entry N^o 12169- Original quantity 200 acres, waters of 10 acre- owners name Samuel Smith, Original proprietor Samuel Smith- acres 200, value \$116, due from 1824 up to 1831, inclusive amount of Taxes, interest, penalties due on same \$16. 61. 9. And whereas said taxes & penalties and neither of them having at any time been paid, as required by law, The said County Auditor, did on the 15th day of October 1831- cause the said land as above described, together with other lands to be advertised in all respects, conformably to the Statute in such case made and provided in the "Peoples Advocate, a News paper Published here in Loudon in said County of Madison, and whereas on the second course Monday of December, To wit, the 12th day of December 1831- at the Court House in Loudon in said County of Madison- The Auditor of said County, proceeded to Offer for sale the whole of said tracts of

of land at public auction, and upon offer-
ing said tracts for sale in its view. One
John W. Warner bid for the same, Twenty two
dollars and fifty cents, and that sum being
the highest offer, the said tract was struck
off and sold to him, and the Auditor of said
county gave said Warner a certificate thereof,
all of which will more fully appear, by refer-
ence to the records and files in said Au-
ditors office. — And whereas the said land
being an entry original tract, and by a
copy of the survey - returned, appears to be
bounded and described as follows to wit;
Surveyed for James Smith ~~of~~ ^{of} —
200 acres of land, on the waters of Saw-
-bys. Creek. — Beginning at two bur oaks
the easterly corner of James Galloways
survey N^o. 6602, Thence with his line S. 20
W. 162 poles to two black oaks and a bur oak
southerly corner to said survey, Thence
N. 75 1/2 E. 86 poles — two bur oaks, Thence
N. 49° E. 68 poles to three bur oaks, Northerly
corner to John Grahams Survey N^o. 7393
Thence N. 8 1/2 E. 75 poles to a stake, southerly
corner to Joseph Chambers Survey N^o. 7400,
Thence N. 60 W. 120 poles, to a stake, westerly
corner to Chambers said Survey, Thence
N. 30 E. 133 poles to a stake in a pine
Northerly corner to Chambers said Sur-
-vey, in the line of Graham & Johnstons
Survey N^o. 7245, Thence with said line
N. 60 W. 62 — to a hickory and two juncoaks
in said line easterly corner to said Cham-
-bers Survey N^o. 7399. Thence S. 50 W. 107
poles to a stake southerly corner to said
Survey N^o. 7399. Thence N. 60 W. 127 poles to

a stake westerly corner to Chambers said
lot mentioned Survey, Thence S. 70. 96.
— passing two log-woods and a black oak
corner to said Galloways said Survey, W. 8602.
and with his line to two birch oaks, another of
his corners, Thence with another of his lines
S. 70. E. 208 poles to the Beginning, and
the purchase money, being duly paid and
the certificate presented by Nathaniel
Lawyer, to whom the same is assigned,
by the said Warner, by transfer, bearing
date the 16th day of November 1832. —

Now This Indenture Witnesseth;
That J. P. M'Gene, Auditor for said
County of Madison, in consideration
of the premises, and in pursu-
=ance of the statute in such case
=made and provided, do hereby grant,
bargain, sell, convey unto the said Nath-
=aniel Lawyer assignee of the said John
W. Warner, his heirs and assigns, forever,
as good, perfect, valid and complete
an estate, title, interest, in said Land
as I am by law authorized and im-
=powered to do, anything - miss recited
or omitted in this notwithstanding. —

In Testimony whereof I, the said J. P.
M'Gene, Auditor as aforesaid, have hereunto
=set my hand and seal this — day
of — ~~eighteenth ~~last~~~~ in the year
A. D. 1832 —

Executed in presence of } P. M'Gene A. M. C. Secy
J. B. Melvin. }
W. Warner. }

The State of Ohio, Madison County ss.

Before me, The subscriber, a Justice of

The Peace, in and for said County, Personally
to me P. M. Leno - Auditor for said County -
he being well known by me, to be the person
whom he represents himself to be, and acknow-
-ledges the foregoing, to be his voluntary act
and deed for the purposes therein expressed
and contained -

Given under my hand and seal
this eighteenth Decr. 1832

Jos. B. Melvin
Justice of the Peace

The State of Ohio, Madison County S. C.

Recorder's Office, Loudon, August 28.th 1847

I, Robert Hume Recorder, in and for
the County aforesaid. Do hereby certify that, the
the foregoing is a true copy of record -
as will more fully and at large appear
by reference being here to the record
books in this Office. in Vol. 9. Pages
145 & 146.

In Testimony whereof I have
hereunto signed my name and
hereto affixed the seal of this
Office at Loudon, the day and
year first above herein written.

Robert Hume Rec^r

for \$1.75.

Union Com Pleas ¹⁰⁴

John Doe et al
John Reynolds et al

vs
Wm Fairfield et al

Habeas Facias Possessionum &c

Orig Costs \$ 19.25

Sub from Sept 20/48

Subsequent Certs \$ 17.70

Sub from Oct 4/51-

Increase . 50

Filed April 6 1852

James Lee Clerk

Stanton Lawrence for
reliefs

Received this writ of Habeas Facias Possessionum &c
delivered to the within clerked Remains to Patrick
Rice for the Plaintiff's account ~~April~~ 18th 1851

April 6th 1852

Dees

Lees

100

Albare

50

\$ 1,50

W. C. Mullin Sheriff

The State of Ohio Union County, Es.

To the Sheriff of Union County Greeting;
Whereas John Doe, on the 20th day of September A.D. 1848 in and said Court of Common Pleas within and for the County of Union, by the judgment of the same Court, recovered against James B. Marquis, William Fairfield and Benjamin Siskham his term yet to come of and in the following described premises, to wit, beginning at the easterly corner of James Galloway's Survey No 6602, thence with his line South twenty degrees West One hundred and sixty two poles to two black Oaks and a bur Oak Southerly Corner to said Survey; thence North seventy five and a half degrees; East eighty six poles to two bur Oaks; thence North forty nine East sixty eight poles to three bur Oaks; thence North eight and a half degrees East seventy five poles to a Stake; North thirty degrees East One hundred and thirty three poles to a Stake in a prairie in the line of Graham's and Johnson's Survey No 7245 thence with said line North sixty degrees West ^{Sixty} ~~seventy~~ two poles to a Buckeye and two Jack Oaks thence South fifty ^{degrees} West One hundred and nine poles to a Stake; thence South seven degrees West thirty six poles and with Galloway's line Survey No 6602 to two bur Oaks thence with his line South seventy degrees East two hundred and eighty poles to the beginning containing two hundred acres of land also 200 acres of arable land, 200 acres of meadow land 200 acres of pasture land 20 Messuages, 20 Cabins, ^{20 barns} 20 Stables 10 Orchards 10 Out houses, 10 gardens 200 acres of wood land 200 acres of land covered with water, and two hundred acres of other land with the appurtenances thereto, situated in said County of Union, except so much of the above described lands as is contained in the following boundaries, to wit, beginning at a Hickory &c. easterly corner to Joseph Chambers Survey No 7399 in line of Johnson & Graham's Survey No 7224; thence with their line S 60 E 66 poles to a Stake ^{in prairie} northerly corner to said Chambers Survey No 7400; thence with his line S 31. W 134 poles to a Stake in prairie easterly corner to said Survey; thence N 60 W 66 poles to a Stake in prairie thence N 30 E passing the Southerly corner of said Chambers Survey No 7399 to the beginning. Which John Reynolds & others on the 20 day of January 1846, had demised to the said John Doe, whole the same to the said John Doe, and his assigns, from the 20th day of January, A.D. 1846 for and during and until the full and complete term of fifty years, from thence next ensuing, and fully to be complete and ended by virtue of which said demise the said John Doe entered into the tenements with the appurtenances, and was possessed thereof until the said James B. Marquis, William Fairfield and Benjamin Siskham, afterwards to wit on the 20th day of January A.D. 1846 with force and arms, entered into

The said tenements, with the appurtenances, which the said John Reynolds & others, had demised to the said John Doe, in manner and for the term aforesaid, which was not then nor is yet ~~expired~~ expired, and ejected the said John Doe from his said farm, whereof the said James B. Marquis William Fairfield and Benjamin Finkham are convicted as appears to us of record; therefore we Command you that without delay you cause the said John Doe to have the possession of his said term, yet to come, of and in the tenements aforesaid, with the appurtenances; and in what manner you shall have executed our Command in this behalf, make appear to our said Court of Common Pleas at their next term. We also Command you, that of the goods and Chattels and for the value thereof then of the lands and tenements of the said James B. Marquis William Fairfield and Benjamin Finkham in your bailiwick, you cause to be made the sum of \$19.25, Costs of Suit, which the said John Doe on the day and year first aforesaid and by the judgment of the same Court recovered against the said Defendants with interest thereon from the said 20th day of September AD 1848, and also the further sum of \$17.70 Costs taxed against the said Defendants in the proceedings under Occupying Claimant's Laws with interest thereon from the ^{4th day of October AD 1851} ~~4th day of October AD 1851~~ as appears to us of record, and also the further sum of 50 cts increased Costs, and the accruing Costs, and have you the said returns before said Court of Common Pleas at the next term to be made

And have you then this writ.

Witness James Kinrade Clerk
of said Court of Common Pleas
at Mansville this 21st day of
November AD 1851
James Kinrade Clerk

Supreme Court Case File

Case No. 1849-SC-0003

49-3C-3

No.

Union Common Pleas Court.

R. S. Maynard

Plaintiff,

AGAINST

Wilford Phillips.

Defendant.

Supreme Court

JUL

18 50

*Judg vs Defendant
#76127*

S.C. 1

119

Journal 4

Page 181

Record No. 5

Page 561

Ex. Doc. 1

Page 531

In Union Com Pleas

Milford Philips

vs

R. S. Maynard et als

Process - In Assumpsit

Filed Sept 13, 1848

John Cassio Clerk

Allison & Curry

Milford Philips

vs

R. S. Maynard

A. Tinkham &

John Cassil

In Assumpsit, Damages \$ 300. 00

Issue a summons returnable at
the next Term, Indorse on the writ,
"Suit brought on a note of hand,
made by defendants to plaintiff, and
one Forrest Coolittle, in their then partnership name of Coolittle
& Philips or bearer, for two hundred and forty eight dollars and
forty four cents, payable twelve months after ~~the~~ date
thereof, ~~and~~ dated July 19 - 1847, and bearing thereon
an endorsement dated Dec. 11, 1847 by which the interest
of the said Coolittle therein was transferred to the plaintiff,
&c. Also, for goods sold and delivered, money had and
received, &c. Damages claimed as due \$ 300. 00

To the Clerk of Union County Pleas

Sept. 13th 1848

Allison & Curry
Attys for Plff.

In Union Com Plead ⁴⁰
~~~~~

Milford Phillips

vs

R. S. Maynard et al  
~~~~~

In Assumpsit Nov
~~~~~

Filed November 1, 1848  
James Kirkcaldy CLK

Cost bill made  
Record

Recorded

Vol 5. P. 361

Recorded vol. 1. pp  
Supreme Court

Allison & Curry)

The State of Ohio } Court of Common Pleas of Union County.  
Union County } Of the Term of September A. D. 1848.

Milford Phillips complains of R. S. Maynard, A. Simkhan and John Cassil in a plea of Assumpsit. For that whereas, the defendants on the nineteenth day of July 1847, at the County of Union aforesaid, made their promissory note in writing, and delivered the same to the plaintiff and one Forest Coolittle, and thereby then and there promised to pay to the said Milford Phillips and Forest Coolittle by their then partnership name of Coolittle & Phillips,--or bearer, two hundred and forty eight dollars and forty four cents, twelve months after the date thereof, which period hath now elapsed, and the said Forest Coolittle afterwards, to wit, on the eleventh day of December 1847, at the County aforesaid, assigned his interest in <sup>and he then and there became, and was, and is, the lawful bearer thereof</sup> the said note to the said plaintiff, whereof the said defendants then and there had notice, and then and there, in consideration of the premises, promised to pay the amount of the said note to the said plaintiff, according to the tenor and effect thereof.

And whereas also, the defendants on the first day of September A. D. 1848 at the County of Union 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 work then and there done and materials for the same provided, by the plaintiff for 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 found to be due from the defendants, to the plaintiff, on an account then and there stated between them. And the defendants afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein last above mentioned on request; yet the defendants have disregarded all their said promises, and hath not, nor hath either of them paid any of the said moneys or any part thereof, either to the said Coolittle & Phillips, or to the said plaintiff. To the damage of the plaintiff of three hundred dollars; and therefore he brings his suit, &c.

By Allison & Curry  
His Atty's



And brought an a note of hand, made by dependants to  
Plaintiff and one Forest Doolittle in their then partnership  
Name of Doolittle, Philips, or bearer, for two hundred and  
forty eight Dollars, with forty four cents payable twelve  
months after the date thereof, dated July 19, 1847, and  
bearing thereon an endorsement dated Dec 11, 1847 by  
which the interest of the said Doolittle therein was  
transferred to the plaintiff &c also for goods sold and  
delivered, money had and received &c.  
Damages claimed as due \$ 500.00.

William Henry  
attorney at law.

Union Com Pleas  
Milford Philips  
v  
R S Maynard et al

Filed Sept 16. 1848  
John Conic clk

A. W. Johnson  
John Cooper

Use hereby acknowledge service of the within  
with September 13<sup>th</sup> 1848, R S Maynard



**STATE OF OHIO, UNION COUNTY, SS.**

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *R. S. Maynard, A. Tinkham and  
John Cassie,*

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 *Milford Philips,*

in a plea of *Assumpsit* damages *Three Hundred* dollars.

And have you then there this writ.

Witness. JOHN CASSIL, Clerk of said Court, at the Court  
House aforesaid this *13<sup>th</sup>* day of *September*  
A. D. 184*6*.

*John Cassie* Clerk.

Union Sup. Court

R. S. Maynard et al  
vs

Milford Phillips

Writ of Error

The answer of the Sheriff of the County Common  
pleas within Praves.  
An authentic copy of the original of the Sheriff  
and all things concerning the same together with  
the original files and pleadings within the  
are herewith returned as within Common Pleas  
at the same time as the  
of Union Com. Pleas -



The State of Ohio Union County So.

To The Honorable the Judges of the Court of Common Pleas,  
Within and for the County of Union Greeting:

Because in the record and proceedings and also in the rendition of Judgment in a certain action of Assumpsit, which was lately in our said Court of Common Pleas before you, wherein Milford Philips, was plaintiff and R. S. Maynard A. Trinkham & John Cassil, was defendants, Error has intervened as it is said, to the damage of — and we being willing that such Error, if any there be should be corrected, and full and speedy justice done in that behalf, Do Command you that if final Judgment be thereupon given then without delay, you send to us distinctly and openly under the seal of your Court, and annexed to this writ, an authenticated Copy of all Judgments remaining of record in your Court, in the action aforesaid, together with the Original files and pleadings therein so that having the same in our Supreme Court within and for the County of Union on the first day of the next Term at the Court House in said County, we may Cause further to be done thereupon in our said Supreme Court what of right and according to the laws of the land ought to be done.

Witness James Rinkade Jr Clerk of the Supreme Court  
Within and for the said County of Union this  
31<sup>st</sup> Day of July AD 1849.

James Rinkade Jr Clerk



Filed July 30, 1849  
H. W. Madsen per Clerk

Milford Phillips }  
vs }  
D. S. Maynard et als } Judgment in Union  
Common Pleas May Term  
A. D. 1849.

The Clerk will please to issue a Writ  
of Error & supersedeas in this case to  
remove the same to the Supreme Court  
July 30<sup>th</sup> 1849

To James Kirkcaldy Clerk

A Linkhorn

Union Sup. Court

~~P. S. Hayward~~  
~~A. W. Chapman~~ vs

vs

Milford Phillips

Bond in Error

Filed July 30, 1849

James Kirk Radcliffe CR

*[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]*



Know all men by these presents that we  
Alouzo Tinkham, John Cassil and Samuel Maynard,  
are held and firmly bound unto Milford Philips,  
in the special sum of Five Hundred and thirty  
One 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 30<sup>th</sup> day of July A.D. 1849.

The condition of the above obligation is such, that  
whereas the said Alouzo Tinkham  
has sued out a writ of Error, upon a certain  
Judgment rendered in the Court of Common Pleas,  
within and for the ~~County~~ County of Union at the May  
Term thereof A.D. 1849, in favor of Milford Philips  
and against, R. L. Maynard, A. Tinkham and  
John Cassil, for the sum of Two hundred & Sixty One  
Dollars and Twenty seven cents, Damages & also \$4.00 costs,  
Now if the said R. L. Maynard, A. Tinkham & John Cassil  
shall pay the Condemnation money and costs, in  
case the said 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.

A. Tinkham

Seal

John Cassil

Seal

Samuel Maynard

Seal

Taken by me this 30<sup>th</sup> day  
of July A.D. 1849.

James Knickerbocker Supt.  
Court Union County.



Union Sup. Court

R. S. Maynard vs  
Milford Philips

Supersedeas

Filed August 15, 1849  
James Kirkpatrick CWR

Proceedings stayed and execution returned as within  
commanded. August 15, 1849

Fees - service 35

Philip Snider Sheriff





The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;  
Whereas by our certain writ of Execution we  
lately Commaunded you, that of the goods and  
chattels, and for want thereof, then of the lands and  
tenements of ~~A. Trinkham~~ R. S. Maynard,  
A. Trinkham and John Cassil, in your bailiwick  
you Cause to be levied the sum of \$261. 27.  
Damages and \$4.00 costs which by the Judgment  
of our Court of Common Pleas, of the said County  
of Union at the May Term thereof A.D. 1849  
Milford Phillips, had recovered against the  
said ~~R. S. Maynard~~ A. Trinkham & John Cassil  
with interest thereof from the 29<sup>th</sup> day of May 1849,  
until paid, and also the further sum of — costs  
of increase, and accruing Costs; and that you have  
that money before the said Court of Common Pleas,  
on the first day of the next Term thereof, to render  
unto the said Milford Phillips, But because  
the said A. Trinkham before the return of our  
said writ of Execution, has sued out of our Supreme  
Court within and for the said County of Union, our  
certain writ of Error, upon the Judgment aforesaid  
and has given bond and security thereupon in  
due form of Law, as we are informed by the said  
A. Trinkham, therefore we Commaund you, that  
you forbear all further proceedings upon our said  
writ of Execution against the said R. S. Maynard  
A. Trinkham & John Cassil, or in any way molesting  
the said R. S. Maynard A. Trinkham & John Cassil  
on occasion of that Judgment;  
and have you then there this writ.

Witness James Kinrade Clerk of  
our said Supreme Court at  
Marysville this 31<sup>st</sup> day of July 1849

James Kinrade Clerk



Union Sup Court

R. S. Maynard et al  
vs

Milford Philips

Notice & Citation

Filed August 15. 1849  
James Kirkaldy, CR

Served this writ August 11<sup>th</sup> 1849. by delivering a certified  
copy thereof to G. W. B. Allison Attorney for Milford Philips.

Fees Service 35

copy 20

mileage 55 = 60

Philip Snider. Sheriff.

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;  
We Command you that you give notice to Milford  
Philips, that A. Sittkham has sued out from our  
Supreme Court, a writ of Error, upon a certain judgment  
of the Court of Common Pleas, of the said County of  
Union of the Term of May AD 1849. for \$261.27. damages  
and \$4.00 costs in a certain plea of assumpsit, then pending  
in said Court wherein Milford Philips was plaintiff, and  
the said R. S. Maynard A. Sittkham & John Cassie  
was defendants. And also that you make known to  
the said Milford Philips that he be before the Judges of  
our Supreme Court within and for the said County of  
Union at the Court House in said County, on the first  
day of their next Term, to show Cause ~~why~~ if any there  
be why <sup>said</sup> judgment should not be reversed, annulled  
and altogether held for nothing and why speedy justice  
should not be ~~done~~ thereupon done between the parties  
in that behalf.

Witness James Kirkadee Clerk of our  
said Supreme Court at Marysville  
this 31<sup>st</sup> day of July AD 1849.

James Kirkadee Clerk



Union Supreme Court

R. S. Maynard vs

Milford Phillips

Transcript

Supreme Court

Filed June 12, 1850

James K. Radw. clerk

Cost Bill made  
Record

1850

JUL



May Term A.D. 1849

Milford Philips

vs

Assumpsit.

R. S. Maynard et al

This day came the said  
Milford Philips by Messrs Allison &

Curry his Attornies and the said R. S. Maynard A. Tinkham  
and John Cassil though solemnly called came not but made  
default, whereupon it is considered that the said plaintiff ought  
to recover his damages by reason of the premises, and neither  
of the parties requiring a Jury and the Court being fully advised  
in the premises do assess the damage of the said Milford Philips  
to two hundred and sixty one dollars and twenty seven cents  
therefore it is considered that the said Milford Philips recover  
of the said R. S. Maynard, A. Tinkham and John Cassil  
the said sum of two hundred and sixty one dollars and  
twenty seven cents his damages aforesaid in form aforesaid  
assessed and also his costs in this behalf expended taxed  
at                    dollars                    cents. And it is further

ordered by the Court that in the collection of said above  
Judgment, the property of R. S. Maynard & A. Tinkham  
principals be first exhausted before proceeding against  
the security John Cassil.

The State of Ohio Union County ss.

I James KinKade Jr Clerk of the Court of Common  
Pleas in and for the County of Union and State of Ohio,  
do hereby certify that the foregoing Transcript contains  
all the Orders Judgments and other Journal entries  
of the said Court of Common Pleas in the above Case,  
and that the same are truly Copied from the  
Journal of said Court.

Witness my hand and seal of  
Office this 12<sup>th</sup> day of June A.D. 1850  
James KinKade Jr Clerk

Milford Phillips  
vs  
R. S. Maynard et al

|                 |           |
|-----------------|-----------|
| Damages         | \$ 261.27 |
| Costs           | 4.00      |
| Increased costs | 1.16      |
| Writ            | .41       |

Philip Snider Sheriff

Received the writ of former Sheriff Oct 30 1850  
Return on the promise of the defendants to have  
the money in Court, certain, they claiming that  
there is an error in the amount claimed

Geo Davis 35  
Milage 5

William & Mathias Sherriff

Filed Nov. 19. 1850  
J. P. Kunkado Jr clerk

Recorded

To Nov 7. 1850

Allison & Henry  
attorneys



THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of *Union* County, Greeting;

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the *29<sup>th</sup>* day of *May* A. D. 18*49*

*Milford Philips* recovered against *R. S. Maynard, A. Tinkham and John Cassie*

as well as the sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents for \_\_\_\_\_ debt, as the sum of *Two hundred & Sixty One* dollars and *twenty seven* cents, for *his* damages; as also the sum of \$ *4.00* for *his* \_\_\_\_\_ cost and charges in that behalf expended, as of record is manifest.

*as you have heretofore been commanded*  
You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said *R. S. Maynard, A. Tinkham & John Cassie* (first exhausting the property of *R. S. Maynard & A. Tinkham Principals. Before proceeding against the security John Cassie*) you cause to be made the ~~debt~~ damages, and costs aforesaid, with interest thereon from the *29<sup>th</sup>* day of *May* A. D. 18*49* until paid; also the sum of \$ *1.16* 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 *Milford Philips*

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

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

Court House aforesaid, this *6<sup>th</sup>* day of

*September* A. D., 185*0*

*James Kinkade Jr* Clerk.



531

Milford Philips

R S Maynard vs

|        |          |
|--------|----------|
| Damage | \$261.27 |
| Costs  | 4.00     |
| Writ   | 41       |

Filed August 15. 1849  
James Kirkadee clerk

Recorded

Received this writ June 4. 1849. Proceedings  
Stayed by supersedeas on error July 31<sup>st</sup> 1849

Fees - mileage 40

service 35 = 75

Philip Swider 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 29<sup>th</sup> day of May A.D., 1849

Milford Phillips  
recovered against R. S. Maynard, A. Sirkham and John Cassie  
as well as the sum of Two Hundred & Sixty One dollars and Twenty seven cents for his debt, as the sum of \_\_\_\_\_ dollars  
~~and~~ ~~cents for~~ damages, as also the sum of \$ 4.00  
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 R. S. Maynard, A. Sirkham and John Cassie  
(First Exhausting the property of R. S. Maynard & A. Sirkham  
principles)  
you cause to be made the ~~sum~~ damages and costs aforesaid, with interest thereon from the 29<sup>th</sup> day of May A.D., 1849, until paid; also the sum of \$ 4.00 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 Milford Phillips.

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 4<sup>th</sup> day of

June A.D., 1849.  
James Kinkade Jr Clerk.

Mildred Philips

R. S. Maynard <sup>vs</sup> ad

|         |         |
|---------|---------|
| Damages | \$13.91 |
| Costs   | 7.66    |
| Writ    | .41     |

Filed Nov. 19. 1850  
J. A. Kirkadap clerk

Nov 1. 1850

Recorded

Alison Hays  
atty for R. S. M.

Rec<sup>d</sup> this writ Sept. 6. 1850

Philips vs. Sheriff

Received this writ of former Sheriff Oct 30 1850

Returned on the promise of the Defendants to  
have the money in Court, certain they claiming  
that there is an error in the amount claimed

fees herein 35-

Malaga 5-

William C. Malin Sheriff



THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of *Union* County, Greeting;  
*Supreme Court*

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 *first* day of *July* A. D. 18 *50*

*Milford Philips*, recovered against *R. S. Maynard, A. Jinkham and John Cassil* the sum of \$13.91 five per cent damages upon a certain judgment heretofore rendered in the Court of Common Pleas of said County in favor of the said *Milford Philips* and against the said *R. S. Maynard, A. Jinkham and John Cassil*, and also the sum of \$7.66 for costs and charges in that behalf in said Superior Court expended, as of record is manifest and whereas also said Superior Court at the time aforesaid by their mandate sent down to our said Court of Com. Pleas direct said Court of Common Pleas to carry into execution the aforesaid judgment, as is of record manifest

~~dollars and~~ ~~cents, for~~ ~~damages; as also the sum of \$~~

~~for~~ ~~cost and charges in that behalf expended, as of record is manifest.~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements

of the said *R. S. Maynard, A. Jinkham & John Cassil*, (first exhausting the property of *R. S. Maynard & A. Jinkham* principals before proceeding against the security *John Cassil*) you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the *1st*

day of *July* A. D. 18 *50* 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 *Milford Philips*

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

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

Court House aforesaid, this *6<sup>th</sup>* day of

*September* A. D., 1850

*James Kinkade Jr* Clerk.

Filia Sept 22 1850  
J. P. Kirkland Jr. C. P.

10 00  
5 14  
5 56



Milford Phillips

vs

R. S. Hayward et al)

Judgment in Union Court  
Pleas & Supreme Court

Issue Executions in

above case -

To Jas. Kirkcaldie & Clerk

Allison & Curry  
Attys for Petz -

Supreme Court Case File

Case No. 1849-SC-0004



49-50-4

No. ....

Union Common Pleas Court.

R S Moynardes  
Plaintiff,

AGAINST

William Wiley  
Defendant.

Supreme Court

JUL 18 50

Find no Defect

|            |   |      |     |
|------------|---|------|-----|
| Journal    | / | Page | 120 |
| Record No. | / | Page | 511 |
| Ex. Doc.   | / | Page | 599 |

Uman Camman Phas

William Wily of request of  
Harriet Dabittle

us 2 Prescription  
30 pumpril

A Sella y man a Lang  
Fertkhamit John Copel

---

Felic Sept 19. 1848  
John Cassie M

Carmaning at the



Union Common Pleas 1848

William Wiley of record of  
Forest Dostelle

vs  
N. S. Maynard & Mary  
Hinkham John Copie

Caran promisory note for \$150.00 ac  
Damage \$200.00

Upon a summons returnable forthwith & success  
this suit is brought to recover the principal &  
interest due on a promisory note for \$150 given  
by the Defendants to Dostelle & Phillips bearing date  
19th July 1847 payable six months after date  
and when there is a credit of \$22.00

19th Sept 1848

J Copie Clerk

Att. of Comm. of J. atty

Union Com Pleas  
We will assign  
of Forest Dotted

R S Maynard <sup>et al</sup>

Filed Sept 23. 1848  
James Kimbrough clk

We hereby Acknowledge Service of the within  
Writ, September 19. 1848.

R S Maynard  
John Copie

A Lurkham

W B J Conner  
Clerk

This writ is brought to recover the fine & costs &  
interest due on a promissory note for \$150,  
given by the defendant to De Witt & Phillips,  
bearing date 19<sup>th</sup> July 1847, payable six  
months after date on which there is a  
credit of \$29<sup>00</sup>



STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*R S Maynard, Alongo Fairbank  
and John Cassil*

*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 Wiley assignee  
of James Doolittle,*

in a plea of

*Assumpsit*

damages

*two hundred*

dollars.

And have you then there this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court

House aforesaid this

*19*

day of

*September*

A. D. 1818.

*John Cassil* Clerk.

L 43

Union Carriers

---

William W. M. of the  
Dist. of Columbia

W. W. M. of the

Filed Sept 23, 1848  
James H. M. of the

Cost Bill made  
Record

Recorded

Vol 1 pp 1

Recorded Vol 1 pp  
Supreme Court Record

Carroll's

24  
The State of Ohio Union County Court of Common Pleas of the Term  
of September A D 1848

Union County

William Wiley Complainer of Rufus Ellymore Alanzo Lunkham & John  
Copell in a plea of assumpsit for that whereas the said Rufus Ellymore  
& Alanzo Lunkham & John Copell on the nineteenth day of July A D 1847 at  
Union County of said state made their certain note in writing & delivered the  
same to Dootelle & Phillips & thereby promised to pay to the said Dootelle  
& Phillips or bearer the sum of ~~the sum of~~ one hundred & fifty dollars  
to be paid six months after the date of said promissory note for value  
received which period has now elapsed & the said Rufus Ellymore  
& Alanzo Lunkham & John Copell then & there in consideration of the  
premises promised to pay the amount of said note to the said Dootelle  
& Phillips according to the tenor & effect thereof and whereas of or  
amongst and on the 21<sup>st</sup> day of July A D 1847 the said Dootelle & Phillips one  
of the said firm of Dootelle & Phillips assigned the one half of said promissory  
note & being the amount of his interest in said promissory note to Faust  
Dootelle the other portion of the said firm of Dootelle & Phillips and  
whereas also afterwards Faust on the same day & year last assigned  
the said Faust Dootelle assigned the said promissory note to the said  
William Wiley whereas of the said Rufus Ellymore Alanzo Lunkham  
& John Copell had notice & then & there in consideration of the premises  
promised to pay the amount of said note to the said William Wiley  
according to the tenor & effect thereof yet the said Rufus Ellymore  
& Alanzo Lunkham & John Copell have disregarded their promise &  
have not paid the said sum of money nor any part thereof  
to the damage of the said William Wiley in the sum of Two  
= hundred Dollars & therefore he sues

Attest & J. Carrigan D. P. Attorney



Union Sup. Court

R L Maynard vs

vs

Wm Wiley assignee

Writ of Error

The answer of the Judges of the Court of Common  
Pleas within named  
The authenticated Transcript of the  
Judgment were all things, concerning the  
same together with the Original files and  
pleadings within mentioned are herewith returned  
as within Commanded  
Attest. James Philbrick for Clerk  
of Union Com Pleas

Reconced

The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas  
within and for the County of Union Greeting;

Because in the record and proceedings and also in the  
Rendition of Judgment in a certain action of Assumpsit, which  
was lately in our said Court of Common Pleas before you,  
wherein William Wiley Assignee of Forest Doolittle was plaintiff  
and R. S. Maynard, A. Linkham & John Cassie was defendants  
Error has intervened as it is said, to the Damage of —  
and we being Willings, that such Error, if any there be, should  
be corrected, and full and speedy Justice done in that  
behalf, do Command you that if final Judgment be  
thereupon given, then without delay, you send to us distinctly  
and Openly, under the Seal of your Court, and annexed to this,  
an authenticated copy of all Judgments remaining of record in  
your Court, in the action aforesaid, together with the original  
files and pleadings therein, so that having the same in our  
Supreme Court within and for the County of Union on the  
first day of the next Term, at the Court House in said  
County, we may Cause further to be done thereupon in  
our said Supreme Court, what of right and according  
to the Laws of the Land ought to be done.

Witness James Kirkadeff Clerk of the Supreme  
Court within and for the said County of Union  
This 31<sup>st</sup> day of July AD 1849.

James Kirkadeff Clerk



Filed July 30, 1849  
Jas. W. Radcliff clerk



Wm Wiley assignee } Judgement in Union Com  
of Forest Coalittle } Union Pleas May Term 1849  
vs }

H. S. Maynard, et al } The Clerk will please to  
} issue a writ of Error &  
} supersedeas in this case to remain the  
} same to the Supreme Court

By James Kirkadock Clerk - July 30<sup>th</sup> 1849

A Kirkham

Union Sup. Court  
A Litcham vs  
vs  
Mr Wiley assignee &c  
Bond In Error

Filed July 30, 1849  
James Knittade for MR

Recorded



Know all men by these presents that we  
Alonzo Linkham, John Cassie and Samuel Maynard  
are held and firmly bound unto William Wiley  
assignee of Forest Doolittle in the penal sum of  
Two Hundred and Eighty eight 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 30<sup>th</sup> day of  
July - A.D. 1849

The Condition of the above obligation is such, that  
that whereas the said, Alonzo Linkham  
has sued out a writ of Error upon a certain  
Judgment rendered in the Court of Common Pleas,  
within and for the County of Union at the May  
Term thereof A.D. 1849, in favor of William  
Wiley assignee of Forest Doolittle, and against  
R L Maynard Alonzo Linkham & John Cassie  
for the sum of One Hundred & thirty eight  
Dollars & fifty seven cents Damages and also  
\$5.07 Costs. Now if the said R L Maynard  
Alonzo Linkham & John Cassie, shall pay the  
Condemnation money and costs in case the  
said 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.

A Linkham

John Cassie

Samuel Maynard

Taken by me this 30<sup>th</sup> day  
of July A.D. 1849.

James Kirknader clerk Sup.

Court, Union County.

Seal  
Seal  
Seal



Union Sups Court

R S Maynard vs

vs

William Wiley assigned  
of Forest Doublets

Supersedeas

Filed August 15, 1849  
James M. Madef C. M. R.

Recorded

Proceedings stayed as within command and execution  
returned August 15, 1849

Fees service 35

mileage

Philip Swiden Sheriff





The State of Ohio Union County es.

To the Sheriff of Union County, Greeting:  
Whereas by an certain writ of Execution we lately  
Commanded you, that of the goods and Chattels and for  
want thereof then of the lands & tenements of R. S. Maynard  
Alonzo Trinkham & John Cassil in your bailiwick you  
Cause to be levied the sum of \$138.57 Damages and  
\$5.07 Costs. Which by the judgment of our Court of  
Common Pleas of the said County of Union, at the  
May Term thereof AD 1849. William Wiley assignee  
of Forest Doolittle had recovered against the said  
R. S. Maynard & als, with interest thereon from the  
29<sup>th</sup> day of May 1849, until paid. And also the  
further sum of — Costs of increase and  
accruing Costs. And that you have that money before  
the said Court of Common Pleas. On the first day of  
the next term thereof, to render unto the said William  
Wiley assignee &c. But because the said A. Trinkham  
before the return of our said writ of Execution, has  
sued out of our Supreme Court within and for  
the said County of Union our certain writ of  
Error, upon the judgment aforesaid, and has  
given bond and security thereupon in due form  
of Law as we are informed by the said A. Trinkham  
Therefore we Command you, that you forbear  
all further proceedings upon our said writ of  
Execution against the said R. S. Maynard & als,  
or in any way molesting the said R. S. Maynard & als  
on occasion of that judgment.  
And have you them then this writ.

Witness James Kirkadee Clerk of  
our said Supreme Court at Mansville  
this 31<sup>st</sup> day of July AD 1849

James Kirkadee Clerk





Union Sup Court  
R. L. Maynard et al  
vs

William Wiley assigned of  
Forest Doolittle

Notice & citation

Filed August 15, 1849  
James Hinckley CR

Recorded

the within named William Wiley not found.  
Fees - service 35  
          miles 5 = 40  
Philip Sinden Sheriff



The State of Ohio Union County Ss.

To The Sheriff of Said County Greeting:  
We Command you that you give notice to William  
Wiley Assignee of Forest Doolittle, that A. Linkham  
has sued out from our Supreme Court, a writ  
of Error, upon a certain Judgment of the Court  
of Common Pleas, of the Said County of Union  
of the May Term thereof AD 1849, for \$138.57  
damages and \$5.07 costs in a certain plea of  
Assumpsit then pending ~~therein~~ in said Court,  
wherein William Wiley Assignee of Forest Doolittle  
was Plaintiff and R. S. Maynard A. Linkham and  
John Curail was defendants; and also that you  
make known to the said William Wiley Assignee of  
Forest Doolittle, that he be before ~~the~~ the Judges of our  
Supreme Court within and for the said County of  
Union at the Court House in said County, on the  
first day of their next Term, to show Cause if  
any there be why the said Judgment should  
not be reversed, annulled and altogether held  
for nothing, and why Speedy Justice should  
not be thereupon done between the parties in  
that behalf.

Witness James Kirkkadee Clerk of  
our said Supreme Court at  
Maysville this 31<sup>st</sup> day of July AD 1849

James Kirkkadee Clerk.



Union Sup Court

---

R S Maynard et al  
vs

Wm Wile, assignee &c

---

Transcript

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109

Filed June 12. 1850

Lester Kimball for clerk

Cost Bill made  
Record

Recorded



William Wiley assignee of Forest Doolittle

May Term A.D. 1849

vs  
R. S. Maynard et al

Assumpsit.

This day came the said Plaintiff by Mr Corwin his attorney and the said R. S. Maynard, Alouzo Tinkham and John Cassie though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said Plaintiff to One hundred and thirty eight dollars & fifty seven cents. Therefore it is considered that the said Plaintiff recover of the said R. S. Maynard Alouzo Tinkham and John Cassie the said sum of One hundred & thirty eight dollars & fifty seven cents his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed to

dollars

cents.

And it is further ordered by the Court that in the collection of said above Judgment, the property of R. S. Maynard and Alouzo Tinkham principals be first exhausted before proceeding against the security John Cassie.

The State of Ohio Union County ss.

I James Kirkade Jr Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio, do hereby Certify that the foregoing Transcript contains all the Orders Judgments and other Journal entries of the said Court of Common Pleas in the above Case, and that the same is truly copied from the Journal of said Court.

Witness my hand and Seal of Office

This 12<sup>th</sup> day of June A.D. 1850

James Kirkade Jr Clerk



William Wiley  
assignor  
vs

R. S. Maynard Ad

Damages \$138.57  
Costs 5.07  
Increased costs 1.16  
This writ .41

Filed April 15, 1857  
I. Kirkpatrick clerk

2d Apr. 1857

Recorded

Received this writ January 7<sup>th</sup> 1857

No goods on chattel sales or tenements found  
where on to Seely. The defendants & Sturges.  
Dinkham paid one hundred and Thirteen  
and nifty and cents and  
dollars, on the within writ

fees & Poundage -- \$2.27

Mileage -- 50

Service -- \$3.12

Received My fees

William C. Allen Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of *Union* County, Greeting:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the *29<sup>th</sup>* day of *May* A. D. 1849

*William Wiley assignee &c*  
recovered against *R. S. Maynard, Alonzo Finkham and John Cassid*

as well as the sum of \_\_\_\_\_ dollars and \_\_\_\_\_

cents for \_\_\_\_\_ debt, as the sum of *One hundred and thirty eight*

dollars and *fifty seven* cents, for *his* damages; as also the sum of \$ *5.07*

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 *R. S. Maynard, Alonzo Finkham & John Cassid.*  
*(first exhausting the property of R. S. Maynard & Alonzo Finkham principals before proceeding against the security John Cassid.)*

you cause to be made the \_\_\_\_\_, damages, and costs aforesaid, with interest thereon from the *29<sup>th</sup>*

day of *May* A. D. 1849 until paid; also the sum of \$ *1.10* 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 *William Wiley assignee &c*

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

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

Court House aforesaid, this *7<sup>th</sup>* day of

*January* A. D., 185 *1*

*James Kinkade Jr* Clerk.



C. D. 533

William Wiley  
Spencer F.  
Forest Doolittle

vs.  
R. S. Maynard  
Alonzo Litcham  
John Capil

Damages \$138,57  
Costs 5,07  
Increase costs 4,69  
This writ 65

Recorded

Paia January  
7<sup>th</sup> 1851 \$113,91

Filed Jan 18<sup>th</sup> 1856  
Lester Ransom Clerk

P. B. Cole  
Atty for Puff

Read this writ Decr 25<sup>th</sup> 1855 and upon  
the same day I made diligent search  
and found no goods or chattels lands  
or tenements whereupon to be returned  
satisfy this writ

J. C. Starn Sheriff  
M. P. R.

Shippo fees  
Wiley 75-  
Survivor 35-  
De-entry 15  
Return 10  
Postage 3  
\$133

The State of Ohio, Union County, ss:

TO THE SHERIFF OF *Marion* COUNTY, GREETING:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the court house in the town of Marysville, on the 29<sup>th</sup> day of May A. D. 1849, William Riley assignee of Forest Doolittle

recovered against

*R. S. Maynard Alonzo Sinkham and John Casill*

as well as the sum of *One hundred dollars and*

*cents for* ~~debt, as the sum of~~

*& thirty eight dollars and fifty seven cents, for his damages; as also the sum of \$5.07 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 *R. S. Maynard Alonzo Sinkham & John Casill*

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 29<sup>th</sup> day of May A. D. 1849 until paid, also the sum of \$5.34 the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness **TABER RANDALL**, Clerk of said Court,

at the Court House aforesaid, this 22<sup>d</sup> day of February A. D. 1855.

*Taber Randall* Clerk,



E. D. 533

William Wiley  
Assignee of  
Forest. Soot little

R. S. Mainard  
Alouzo Linkum  
John Capil

|                |          |
|----------------|----------|
| Damages        | \$138.57 |
| Costs          | 5.07     |
| increase costs | 4.69     |
| This writ      | 65       |

Paid Janry  
7<sup>th</sup> 1857. — \$113.91

Filed Janry 9<sup>th</sup> 1856  
James Downer clk  
55.18

P. B. Cole  
Atty for P<sup>ff</sup>

Received this writ November 28<sup>th</sup> 1857

January 9<sup>th</sup> 1853 - This writ returned by order of the Attorney for  
Plaintiff without levy

William H. Robt - Sheriff

Recorded

about \$500

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 *29<sup>th</sup>* day of *May* A. D. *1849*

*William Wiley* assignee of *Forest Doolittle*

recovered against *R S Mainard, Alonzo Linkum & John Cassil*

as well as the sum of *one hundred and twenty eight*

~~cents for~~ ~~debt, as the sum of~~

dollars and *fifty seven* cents, for *his* damages; as also the sum of \$ *5.07*

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 *R S Mainard, Alonzo Linkum & John Cassil*

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the *29<sup>th</sup>*

day of *May* A. D. *1849* until paid; also the sum of \$ *4 69* the costs of

increase on said Judgement, and accruing costs; and that you ~~have these moneys before said Court at the~~ *make due return of this writ in sixty days* Court House aforesaid, on the first day of our next Term, to render unto the said

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

Witness JAMES TURNER, Clerk of said Court, at the Court House aforesaid, this *27<sup>th</sup>* day of

*November* A. D., *1854*  
*James Turner* Clerk.



Wm Wiley Assignee &c  
vs  
R S Maynard & as

Damages \$138.<sup>00</sup> 57  
Costs 5.<sup>00</sup> 07  
Writ " 41

Filed August 15. 1849  
James Pink Radoff CR

Recorded

Received this writ June 15. 1849. Proceedings  
Stayed by supersedeas on error July 31<sup>st</sup> 1849

Fees = mileage 40

service 35 = 75

Philip - Under Sheriff.

New York

Witness JAMES PINK RADOFF

County Clerk

1849

**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 29<sup>th</sup> day of May, A.D., 1849

William Wiley assignee of Forest Doolittle,  
recovered against R. S. Maynard, Alouzo Tinkham  
and John Cassie.

as well as the sum of One Hundred & thirty Eight dollars and fifty seven  
cents for his ~~debt as the sum of~~ \_\_\_\_\_ dollars  
~~and~~ ~~\_\_\_\_\_~~ ~~cents for~~ \_\_\_\_\_ damages, as also the sum of \$ 5.07  
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 R. S. Maynard, Alouzo Tinkham & John Cassie,  
(first exhausting the property of R. S. Maynard, Alouzo Tinkham  
principals)

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 29<sup>th</sup>  
day of May A.D., 1849, until paid; also the sum of \$ \_\_\_\_\_ the costs of increase  
on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House  
aforesaid, on the first day of our next Term, to render unto the said William Wiley assignee

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

WITNES JAMES KINKADE, JR., CLERK of said Court, at the  
Court House aforesaid, this 11<sup>th</sup> day of  
June A.D., 1849.

James Kinkade Jr Clerk.



599

Wm Wiley assignor

to  
R S Maynard et al

|           |        |
|-----------|--------|
| Damages   | \$6.93 |
| Costs     | 8.40   |
| This writ | .41    |

Filed April 15. 1857  
L Munkado for clerk

to Apr 7. 1857

Recorded

Received this writ January 7 1857

Received Request Seventeen Dollars and Nine  
cents in full of this writ January 24 1857

|         |     |             |
|---------|-----|-------------|
| Free    | --- | \$0-20      |
| Mileage | --- | 50          |
| Service | --- | 35          |
|         |     | <u>1.05</u> |

Returned My fee

William to Munkado Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Union County, Greeting:

Supreme Court

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

first

day of

July

A. D. 1850

William Wiley assignee &c recovered against R. S. Maynard Alongs  
Firkham and John Cassie the sum of \$6.92 ~~damages~~ five percent  
damages upon a certain Judgment heretofore rendered in the Court  
of ~~recovered against~~ Common Pleas of said County in favor of the said Wm Wiley  
assignee &c and against the said R. S. Maynard, Alongs Firkham and  
John Cassie, and also the sum of \$8.40 for costs and charges in that behalf in  
said Supreme Court expended, as of record is manifest, and whereas also  
said ~~as well as the sum of~~ Supreme Court at the time aforesaid by their mandate sent  
down to our said Court of common Pleas direct said Court of common  
Pleas to carry ~~debt, as the sum of~~ into execution the aforesaid judgment  
as is also of Record manifest.

~~dollars and cents, for damages; as also the sum of \$~~

~~for cost and charges in that behalf expended, as of record is manifest~~

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements

of the said R. S. Maynard, Alongs Firkham & John Cassie. (first exhausting  
the property of R. S. Maynard and Alongs Firkham principals before  
proceeding against the security John Cassie)

you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the 1st

day of July A. D. 1850 until paid; also the sum of \$ 41 the costs of increase

on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House

aforesaid, on the first day of our next Term, to render unto the said Wm Wiley assignee &c

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

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

Court House aforesaid, this 7th day of

January A. D., 1851  
James Kinkade Jr

Clerk.



Mon Com Pleur

Wily

9

Magandittel

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The faja fa

---

Filed Nov 18. 1850  
Jatkin' Kade p 1/4

Comu & Comu Atty

William Wiley

<sup>vs</sup>  
Richard Maynard et al

Prison Com Pleas

Judg<sup>t</sup>

On mandate from Sup<sup>r</sup>

Court

Nulla in fa.

To

Richard Clark  
Nov 18 1830

Convin & Convin  
Peffer Att<sup>y</sup>



Principles  
of Logic & R.

William Wiley agent of  
Grand Docket

Issued

N. S. Maynard & Co  
Frankland & John Copel

judged at May Term 1849

30th May 1849

Apud an execution returnable  
next Term

James Kenrick J. C. W.

att. of Carrin W. P. atty



Supreme Court Case File  
Case No. 1849-SC-0005

No. 49-50-5

Union Common Pleas Court.

Samuel Resoler

Plaintiff,

AGAINST

James E. Merriott

Defendant.

JUL

1850

Supreme Court

1

Judg vs Defend

Journal /

Page 121

Record No. 1

Page 518

Ex. Doc. A1

Page 540



In Union born Peas

---

James E. Hammett

no

Daniel Ressler

---

Præcipi - Hubert

---

Filed April 28, 1849  
James H. Kaefer, Clerk

Allison & Curry

James E Harriott }  
vs } In Debt, Debt \$250. Damages \$100.  
Samuel Ressler }

Issue a summons returnable  
for ~~at~~ the next term, Indorse "Suit brought on an  
article of agreement under seal executed by the  
Defendant, and the Plaintiff on the 20<sup>th</sup> day of Decem-  
ber A.D. 1847 whereby the defendant agreed to pay the plain-  
tiff at the rate of \$150. per year from the 25<sup>th</sup> day of October  
1847 to the 1<sup>st</sup> day of April 1849, for his Tavern House & stabling  
on Lots No 38 & 37 in Marysville with certain reserva-  
tions therein named &c. Also for use and occupation  
of a room, goods sold and delivered, money had and  
received &c.

To The Clerk of Union Com. Pleas,  
April 28<sup>th</sup> 1849

Allison & Curry  
Attys for Plff.



Served this writ May 15, 1849 by delivering  
a certified copy thereof to the within named Samuel  
Pessler.

Fees - mileage 45  
service 35  
15 = 95  
copy

Philip Swider Sheriff

In Union Court Pleas  
James C. Harriott  
<sup>vs</sup>  
Samuel Pessler

Filed May 28, 1849  
J. P. Kirkad for Clerk

Attest  
Geo. W. Young  
Clerk for 1849

Just brought in an article of Agreement under  
real estate by the Defendant and the Plaintiff  
on the 25<sup>th</sup> day of December AD 1847, whereby  
the Defendant agreed to pay the Plaintiff at  
the rate of \$150, or per year from the 25<sup>th</sup> day of October 1847  
to the first day of April 1849, for his portion of the said  
and to be 384 3/4 in Maryland with certain seasons  
known to the Plaintiff and also for use and occupation of a Room  
years to be over the same money had and received  
&c.,

**STATE OF OHIO, UNION COUNTY, SS.**

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Samuel Ressler*

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

*James C Harriott*

in a plea of *Debt* ~~Debt~~ *\$250.00 Damages \$100.00* dollars.  
And have you then there this writ.

*James Kirkadee*

Witness, ~~JOHN C. WILSON~~, Clerk of said Court, at the Court

House aforesaid this *28<sup>th</sup>* day of *April*

A. D. 1819.

*James Kirkadee* Clerk.



Filed Aug 23<sup>d</sup> 1849  
Wm. K. Adams & Co.

James E. Harriott } For Union Commission  
                          } pleas,  
                          } ver  
Samuel Repler }

Judgment in Settle, at the  
August Term A.D. 1849, for Settle,  
Eighty Dollars; Costs five Dollars. and Thirty  
seven Cents,

Issue a writ of error, to the Court  
of Common. pleas, against <sup>James E. Harriott</sup> ~~Samuel Repler~~,  
at the suit of <sup>Samuel Repler</sup> ~~James E. Harriott~~ Returnable at the  
next term of the Supreme Court,

To the Clerk of the Supreme }  
Court, of Union County } Plaintiff in error,  
August 23- 1849 }



Samuel Pessle

ads -

James E. Donnell

In debt

Filed July 25, 1849

James Knikadee clerk

Cost Bill made

Record

Recorded in court

Recorded in Supreme Court

J. E. Donnell

I do

Samuel Repler }  
vs. }  
James E. Harriott }  
ad. }  
ss. }  
Court of Common Pleas.  
May Term AD 1849

And the said Samuel Repler  
comes and defends, and says  
that he does not owe, the said sum of  
money above demanded, or any part thereof  
in manner and form. As the said James E.  
Harriott hath complained, against him and of  
this he puts himself upon the country and  
the said James E. Harriott doth the like.

By J. C. Douglas att.

The plaintiff will also take notice that the defendant  
on the trial of this cause, will give in evidence, and  
assert, that the Plaintiff at the commencement  
of this suit was, and still is indebted to the defendant  
in the sum of two hundred and sixty dollars,  
for the price and value of goods, before that time  
bargained and sold by the defendant to the Plaintiff  
at his request, and also in the sum of two hundred  
and sixty dollars, for the price and value of goods,  
before that time sold and delivered by the defendant  
to the Plaintiff at his request, and also in the sum  
of two hundred and sixty dollars - for the price  
and value of work before that time done and  
materials for the same provided by the defendant for the  
Plaintiff at his request, and also in the sum of two  
hundred and sixty dollars, for money before that time  
lent by the defendant to the Plaintiff at his request, and also  
in the sum of two hundred and sixty dollars, for  
money before that time received by the Plaintiff for  
the use of the defendant, and also in the sum of two hundred  
and sixty dollars, for money found to be due from the Plaintiff  
to the defendant on an account stated before that time  
stated between them.



And that the Defendant will sett off. on the  
said trial so much of the said several sums of  
money. so due and owing. from the said  
Plaintiff to the said Defendant. 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 and there demand a judgment  
against the said Plaintiff for the balance of said  
several sums of money. due. to the said Defendant  
According to the Statute in such case made  
And provided,

J. C. Saultz att for def<sup>t</sup>



In Union Com Pleas

---

James C Harriott

vs

Samuel Kessler

---

Narr - In Assumpsit

---

Filed July 7. 1849

James Kirkland, clerk.

Recorded in Sup. Court  
Record No 1 pp -

Allison Curry

The State of Ohio }  
Union County ss }

Court of Common Pleas,  
May Term A.D. 1849

James C. Hammett complains of Samuel  
Ressler in a plea of <sup>Debt</sup> ~~Assumpsit~~. For that, whereas, by a  
certain indenture of lease, made on the 20<sup>th</sup> day  
of December A.D. 1847, at the County aforesaid, between  
the said plaintiff of the one part, and the said defendant  
of the other part, (which said indenture, sealed with the  
seal of the said defendant, the said plaintiff now brings  
into Court, the date whereof is the day and year aforesaid,) the  
said plaintiff for the considerations therein mentioned, did  
demise, lease and to farm let, unto the said defendant his  
(plaintiff's) Tavern House and Stabling on Lots Nos 38 and 37  
in Marysville, in said County, ~~except~~ the front room  
on the South West Corner of said Tavern and one half of  
the old House adjoining the wood house for the term of one  
year from the first day of April A.D. 1848 next thereafter, for  
which the said Ressler therein agreed to pay to the said  
plaintiff at the rate of one hundred and fifty dollars  
per year commencing on the 25<sup>th</sup> day of October A.D. 1847,  
at which time the said Ressler took possession of the said  
demised premises, <sup>as by the said indenture, reference being thereunto had, will appear, and other things, more fully and at large appear,</sup>  
by virtue of which said indenture  
of lease, and the demise thereby made, he the said defendant,  
to wit on the said 20<sup>th</sup> day of December A.D. 1847, ~~remained~~ became  
and was entitled to remain in and continue in, and  
did remain and continue to be possessed of the said  
demised premises, <sup>with the appurtenances</sup> for and during the term so to him  
thereof demised as aforesaid; and the <sup>said</sup> plaintiff in fact  
says that the sum of two hundred and fifteen dollars  
the amount of the rent aforesaid from the 25<sup>th</sup> day of October  
1847 to the 1<sup>st</sup> day of April 1849 the close of the term aforesaid,  
to wit, at the County aforesaid, became due and owing  
from the said defendant to the said plaintiff, and  
still is in arrear and unpaid to him the said plaintiff,  
to wit, at the County aforesaid, whereby an action hath  
accrued to the said plaintiff to demand and have  
of, and from the said defendant the said sum of two  
hundred and fifteen dollars, yet the defendant (although  
often requested so to do) hath not paid the same or any part  
thereof.

And whereas also the said defendant afterwards, to wit,  
on the 2<sup>nd</sup> day of April A.D. 1849 at the County aforesaid was  
indebted to the said plaintiff in the further sum of thirty dollars  
for the use and occupation of a certain <sup>front</sup> room in the south  
west corner of the above mentioned Tavern House, <sup>of the said plaintiff</sup> by the



said defendant, and at his special instance and request, and by the sufferance and permission of the said plaintiff, for a long time before then elapsed, had held, used, occupied, possessed, and enjoyed,

And also in the sum of two hundred and fifty dollars for <sup>the use and occupation of</sup> certain messuages, tenements, and premises with the appurtenances, of the said plaintiff, by the said defendant and at his request, and by the sufferance and permission of the said plaintiff, for a long time before then elapsed, had held, used, occupied, possessed, and enjoyed

And also in the sum of two hundred and fifty dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request,

And in two hundred and fifty dollars for money then and there lent by the plaintiff to the defendant, at his request,

And in two hundred and fifty dollars for money then and there paid by the plaintiff for the use of the defendant, at his request,

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

And in two hundred and fifty dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, which said last named several moneys were to be respectively paid by the defendant to the plaintiff on request, yet the defendant hath not paid any of the said last named moneys or any part thereof; to the plaintiffs damage of one hundred dollars and thereupon he brings his suit &c.

By Allison & Curry  
His attys



Union Sup Court

Samuel Pessler

<sup>vs</sup>  
James E Harriott

Transcript

//

Filed June 12<sup>th</sup> 1850

James K. Rader Clerk

*D  
Circuit Bill  
Pessler*

Recorded in Supreme Court  
Vol 1 - pp

August Term 1849

James E. Harriott

vs  
D. M.

Samuel Ressler

This day came the parties by their Attornies and submitted this Cause to the Court upon the issue joined, and the Court being fully advised in the premises do find that the said Samuel Ressler doth owe to the said James E. Harriott the sum of Eighty dollars. And by the Consent of Parties. Therefore it is Considered that the said James E. Harriott, recover of the said Samuel Ressler the said Sum of Eighty dollars his debt aforesaid, and by Consent of Parties his Costs herein expended taxed at  
Dollars.

The State of Ohio Union County ss.

I James Kirkadee Jr Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio, do hereby Certify that the foregoing Transcript contains all the Orders, Judgments and Other Journal Entries of the said Court of Common Pleas, in the above Case, and that the same is truly Copied from the Journal of said Court.

Witness my hand and Seal of Office this 12<sup>th</sup> day of June A. D. 1850  
James Kirkadee Jr Clerk



Union Supreme Court

Samuel Pessler  
vs

James C Harriott

Notice & citation

Filed Nov. 20. 1849  
James Knickerbocker

Recorded

Served this writ by delivering a certified  
Copy thereof to the within named James C. Harriott  
November 19. 1849.

Fees = mileage 05  
Copy 20  
Service 35 = 60

Philip Swider Sheriff  
By William Wells Deputy



The State of Ohio Union County ss.

To the Sheriff of said County Greeting;  
We Command you that you give notice to James E Hamlett  
that Samuel Resler has sued out from Our Supreme  
Court, a writ of Error upon a certain Judgment of the Court  
of Common Pleas, of the County of Union of the Term of August  
AD 1849, for Eighty Dollars Debt, and five Dollars and  
thirty seven  $\frac{1}{2}$  Cents Costs, in a certain plea of Debt then  
pending in said Court wherein the said James E Hamlett  
was Plaintiff and the said Samuel Resler was defendant;  
And also that you make known to the said James E,  
Hamlett, that he be before the Judges of our Supreme Court  
within and for the said County of Union, at the Court House in  
said County on the first day of their next Term, to show  
Cause, if any there be, why the said Judgment should not  
be reversed, Annulled and altogether held for nothing,  
and why Speedy Justice should not be ~~done~~ thereupon  
done between the parties in that behalf,

Witness James Kirkadair Clerk of said  
Supreme Court at Mansville the 28<sup>th</sup> day  
of August AD 1849.

James Kirkadair Clerk.

The Clerk of the Judges of the Court of Common  
Pleas within named -

An authenticated Transcript of the Indignment  
and all things concerning the same together with  
the Original Files and Pleadings within mentioned  
are herewith returned as within Commaunces

Attest James Muirhead Jr. Clerk  
of the Court of Pleas -

Union Sup. Court

Samuel Resler

vs

James & Harriott

Writ of Error

Recorded



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas,  
within and for the County of Union Greeting;

Because in the record and proceedings and also in the  
revelation of Judgment in a certain action of Debt, which  
was lately in our said Court of Common Pleas, before you, wherein  
James E Harriott was plaintiff and Samuel Ressler was  
defendant, Error has intervened, as it is said, and we being  
willing, that such error if any there be, should be corrected  
and full and speedy Justice done in that behalf, So Command  
you that if final Judgment be thereupon given, then without  
delay, you send to us, distinctly and openly, under the Seal of  
your Court, and annexed to this writ, an authenticated Copy of  
all Judgments remaining of record in your Court, in the  
action aforesaid, together with the Original files and pleadings  
therein; so that having the same in our Supreme Court within  
and for the County of Union on the first day of the next Term thereof;  
at the Court House in said County, we may cause further  
to be done thereupon in our said Supreme Court, what of right  
and according to the Laws of the Land ought to be done

Witness James Kinkadee Jr Clerk of the Supreme  
Court within and for the said County of Union  
The 28<sup>th</sup> day of August AD 1849.

James Kinkadee Jr Clerk,



Union Supreme Court

Samuel Pessler

By

James E Harriott

Superseas

Filed Nov. 20. 1849

James Kirkode for CM

Records

In obedience to the within Command proceedings

Stayed and Execution returned August 28. 1849

Less mileage 05

Service 35= 40.

Philip Under Sheriff

By William Wells Deputy

The State of Ohio Union County S.

To the Sheriff of Union County Greeting;  
Whereas by our Certain writ of Execution we lately  
Commanded you, that of the Goods and Chattels, and  
for want thereof, then of the Lands and Tenements of Samuel  
Pessler in your bailiwick to Cause to be levied the Sum  
of Eighty Dollars, and of 5.37½ Costs to which by the judgment  
of our Court of Common Pleas, of the said County of Union at  
the August Term thereof AD 1849. James C. Hamitt had  
recovered against the said Samuel Pessler, with  
interest thereon from the 15<sup>th</sup> day of August 1849 until paid;  
and also the accruing Costs; and that you have that money  
before the said Court of Common Pleas, on the first day of the  
next Term thereof AD 1849, to render unto the said James C.  
Hamitt; But because the said Samuel Pessler, before the  
return of our said writ of Execution, has sued out of our  
Supreme Court within and for the said County of Union, our  
Certain writ of Error upon the Judgment aforesaid,  
and has given bond and security thereupon in due form  
of Law as we are informed, therefore we Command you  
that you forbear all further proceedings upon our said  
writ of Execution against the said Samuel Pessler, or  
in any way molesting the said Samuel Pessler, on  
occasion of that Judgment;

And have you then thus this writ,

Witness James Kirkadap Clerk of said  
Supreme Court at Mansville the 28<sup>th</sup>  
Day of August AD 1849.

James Kirkadap Clerk.



Union Sup. Court

---

Samuel Ressler

vs

James ~~W. Harrison~~

---

Bond in Error

---

Filed August 28, 1849

James K. Rade for Clerk

Know all Men by these presents that we  
Samuel Resler, *Henry Wolford* & *John Fleck*  
are held and firmly bound unto James C. Harriott  
in the penal Sum of One Hundred and Seventy One  
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 twenty fourth day  
of August A.D. 1849.

The Condition of the above Obligation is such, that  
whereas the said Samuel Resler has sued out a  
Writ of Error, upon a certain judgment rendered  
in the Court of Common Pleas, within and for the  
County of Union, and State of Ohio, at the August  
Term thereof A.D. 1849, in favor of the said  
James C. Harriott, and against the said Samuel  
Resler, for the Sum of Eighty Dollars, Debt,  
and also for five Dollars and thirty seven and one  
half Cents Costs: Now if the said Samuel Resler,  
shall pay the Condemnation Money and Costs,  
in case the said 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.

Taken by me this 28. day of  
August A.D. 1849.

James Winkler Clerk Sup. Court,

*Samuel Resler* Seal  
*Henry Wolford* Seal  
*John Fleck* Seal



Handwritten notes in cursive script, appearing as a list or series of entries on the left side of the page.

Handwritten notes in cursive script, appearing as a list or series of entries on the right side of the page.

Filed Aug 22. 1849  
S. R. Ruelap C. R.

Handwritten notes in cursive script, appearing as a list or series of entries in the lower left section.

Handwritten notes in cursive script, appearing as a list or series of entries in the lower right section.

James E. Harriott  
as

Samuel Kessler

Judgment in Union  
Court Pleas -

Issue an execution  
in the above case.

To Gas King & Co. Dr. Clerk

Aug 22 - 1849

Alison & Curry  
attys for Deft



James C Harriott  
vs  
Samuel Ressler

Debt \$80.00  
Costs 5.37 1/2  
Writ 41

Filed Nov. 20. 1849  
James Kirkadr Jr. Clerk

Recorded

Received the Writ August 24<sup>th</sup> 1849 same day  
Served on A lot of stove goods consisting of  
Dry goods ~~the~~ one stove with other Articles  
Not named to the Amount of Two hundred  
Dollars and fifty Dollars more, Dec.  
proceedings stayed by writ of Superedeas on Error issued  
from the Supreme Court August 28. 1849

Fees = mileage 45  
levy 35  
Service 35 = \$1.15

Philip Snider Sheriff  
By William Wells Deputy

James Kirkadr Jr. Clerk  
ADJUTANT  
RECORDED

270  
James & Harriott  
Samuel Ressler  
1849

**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<sup>th</sup> day of August A.D., 1849

James & Harriott  
recovered against Samuel Ressler

as well as the sum of Eighty dollars and \_\_\_\_\_  
cents for his debt, as the sum of \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents, for \_\_\_\_\_ damages, as also the sum of \$ 5.37½  
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 Samuel Ressler

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

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 24<sup>th</sup> day of August A.D., 1849.  
James Kinkade Jr Clerk.



Supreme Court Case File

Case No. 1849-SC-0006

49-50-6

No. ....

Union Common Pleas Court.

James Stout

Plaintiff,

AGAINST

J. D. & C. Jones & Co.,

Defendant.

Supreme Court

JUL

1850

Judg vs Defendant.

Journal 1

Page 120

Record No. 1

Page 5-15

Ex. Doc. ....

Page .....



In Union Com Pleas

---

J. S. & C. Jones & Co

vs

James Stout

---

Procepi In Assumpsit

---

Allison & Curry

John D Jones, Michael Jones,  
George W Jones, & Caleb Jones  
partners trading under the name &  
firm of J. D. & C. Jones & Co

vs  
James Stout

In Assumpsit.

Damages \$600.

Issue a summons  
returnable forthwith, in case

suit brought on a note of hand

given by defendant to plaintiff for

four hundred and sixty dollars, dated January

25<sup>th</sup> 1849, payable four months after the date thereof.

&c. Also for goods sold and delivered, money had  
and received &c.

To the Clerk of Union Com<sup>ts</sup> Pleas.

June 1<sup>st</sup> 1849

Allison & Curry  
Attys for Pet<sup>r</sup>.



in con Recs

J D & C Jones & Co

James Stout

hence this writ June 2<sup>nd</sup> 1849 by delivering to  
the within named defendant a certified copy  
thereof.

Fee - mileage 90  
service 35  
copy 15 = \$1.40

Phillip Chidder Sheriff

"Just Brought on a note of hand  
given by defendant to plaintiff  
for Four Hundred and sixty  
dollars. dated January 25<sup>th</sup>  
1849 payable four months  
after <sup>the</sup> date thereof. & also  
for goods sold and delivered  
money had and received  
&c. Allison & Curry attys  
for P&C

Filed June 2, 1849  
James Kirkade Jr Clerk

STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*James Stout,*

*Frontier*  
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 D Jones, Michael*

*Jones, George W Jones & Caleb Jones, partners*  
trading under the name of firm of *J. D. & C. Jones & Co*

in a plea of *Assumpsit*

damages

*Six Hundred*

dollars.

And have you then there this writ.

*James Knickadoff*

Witness, ~~JOHN CASSIL~~, Clerk of said Court, at the Court

House aforesaid this *1st* day of *June*

A. D. 1849.

*James Knickadoff* Clerk.

Filed Sept. 1, 1849  
James W. K. Radop & Co



J. S. and C. Jones & Co }  
vs }  
James Stout }  
Iro uss evn common  
pleas. }

Judgment in Assumpsit.  
at the Auguste Term A D 1849,  
for Damages \$466.13cts. costs. \$478cts;

Issue a writ of Error  
to the court of common pleas. against  
J. S. and C. Jones. ad Comp. at the suit of James  
Stout. returnable at the next term of the  
Supreme Court, }  
If bought att. }  
for Plaintiff in Error }

To James Vinkade Clerk of

The Supreme Court  
August, 27 - 1849.

In Union Court Pleas

J. S. & C. Jones & Co

vs

James Stout

Karr - In Assumpsit

Filed July 7. 1849

James Kirkman Clerk

Cost bill made

Record

Recorded in Com. Pleas

Recorded in Sup Court

~~74-56~~

Allison & Curry



The state of Ohio }  
Union County ss }

Court of Common Pleas  
May Term A.D. 1849

John S. Jones, Michael Jones, George W. Jones, and Caleb Jones partners in trade, under the name of J. S. & C. Jones & Co, complain of James Stout, in a plea of Assumpsit, for that whereas, the said James Stout on the 25<sup>th</sup> day of January A.D. 1849 at the City of Cincinnati Ohio, to wit, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said plaintiffs, and thereby promised to pay<sup>to</sup> the said plaintiffs by the said name of their firm of J. S. & C. Jones & Co, four hundred and sixty dollars in four months after 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 by the said name of their firm of J. S. & C. Jones & Co, according to the tenor and effect thereof.

And also for that whereas the said defendant, on the 29<sup>th</sup> day of May A.D. 1849 at the County of Union aforesaid was indebted to the said plaintiffs in six 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 six 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 six hundred dollars for money then and there received by the defendant for the use of the plaintiffs;

And in six hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them. And whereas the defendant afterwards, on the day and year last aforesaid, at the County of Union aforesaid, in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintiffs on request; yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof; to the damage of the plaintiffs of six hundred dollars, and thereupon they bring their suit, &c.

By Allison & Curry, Their Atty's.



Union Supreme Court

James Stout

vs

J. G. & C. Jones & Co

Writ of Superedeas &  
Nance.

Filed Nov. 20<sup>th</sup> 1849

James Kimbrough, Clerk.

J. C. Doughty Recorder

Served this writ by delivering to Allison G. Murray  
Attorney for Defendant a certified copy of thereof.  
November 19. 1849. and returned execution.

Fees = mileage 05

Service 35

Copy 25 = 65

Philip Smider 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 Assumpsit, in Our Court of Common Pleas, within and for the County of Union, at the August Term thereof A.D. 1849 in favor of J. D. & C. Jones & Co and against James Stout, for the sum of Four Hundred and Sixty Six Dollars and Thirteen Cents, Damages, and four Dollars and seventy eight Cents costs, and which said judgment for Causes of Error to be corrected on Complaint of the said James Stout, we have caused to be brought into our Supreme Court by our writ of Error, and also that you give notice to the said J. D. & C. Jones & Co, that a writ of Error, has been Allowed, upon said judgment, and also that you cite the said J. D. & C. Jones & Co, to appear before the Judges of our said Supreme Court at the Court House in said County on the first day of the next term of the said Supreme Court, to show Cause if any there be why the said judgment should not be reversed and why speedy justice should not be done to the parties in that behalf, — and this do as you shall answer the contrary at your peril.

Witness James Kinkead, Clerk of said Supreme Court at Mansville the 15. day of September A.D. 1849.

James Kinkead Clerk,



Union Supreme Court

James Stout  
vs

J. D. & C. Jones

Writ of Error

Received

The answer of the Judges of the Court of Commons  
Plea within named,  
An authenticated ~~and~~ Transcript of the  
Judgments and all things concerning the same  
together with the Original files and pleadings within  
mentioned are herewith returned as within  
Commanaded.

Attest. James Nuttall Clerk of Union  
Court. Pleas



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas, Within and for the County of Union Greeting;

Be Cause in the record and proceedings and also in the rendition of judgment in a certain action of Assumpsit, which was Sat in our said Court of Common Pleas, before you, wherein J. D. & C. Jones vs Co was plaintiffs and James Stout was Defendant Error has intervened as it is said, and we being willing, that such Error, if any there be, should be corrected, and full and speedy justice done in that behalf, Do Command you that if final judgment be thereupon given, then without delay, you send to us distinctly and openly, under the Seal of your Court, and annexed to this writ, an authenticated Copy of <sup>all</sup> Judgments remaining of record in your Court in the action aforesaid, together with the Original files and pleading therein, so that having the same in our Supreme Court within and for the County of Union on the first day of their next Term, at the Court House in said County, we may Cause further to be done thereupon in our said Supreme Court, what of right and according to the Laws of the Land ought to be done,

Witness James Kirkadefer Clerk of the Supreme Court Within and for the said County of Union  
the 15<sup>th</sup> Day of September A.D. 1849.

James Kirkadefer Clerk,

Union Sup Court

James Stout &

vs  
J. A. Jones & Co

Transcript

5010

Filed June 12. 1850

James K. Radwin CR

Supreme Court

JUL 18 50

Cost Bill made  
Record

Recorded



August Term A.D. 1849

J. D. & C. Jones & Co

vs

James Stout

Assumpsit,

This day Came the said John D. Jones, Michael Jones, George W. Jones & Caleb Jones, partners trading under the name and firm of J. D. & C. Jones & Co. by Messrs Allison & Henry their attorneys, and the said James Stout, though solemnly called came not but made default. Whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said plaintiffs to Four hundred and sixty six dollars and thirteen cents. Therefore it is considered that the said plaintiffs recover of the said James Stout, the said sum of Four hundred and sixty six dollars and thirteen cents, their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at  
dollars -

The State of Ohio Union County, ss.

I James Kirkade Jr Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio, do hereby Certify that the foregoing transcript contains all the Orders, Judgments, and other Journal entries of the said Court of Common Pleas in the above case, and that the same are truly copied from the Journal of said Court.

Witness my hand and seal of Office this 12<sup>th</sup> day of June A.D. 1850.

James Kirkade Jr Clerk



Union Sup Court

James Stout  
vs  
W & C Jones & Co

Plead in Error


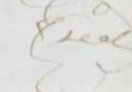
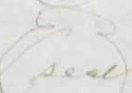
Filed September 1, 1849  
James M. Radeoff clerk

Recorded

Know all men by these presents that we James Stout, John P. Stout, Jesse Bowen of the county of Union and state of Ohio, are held and firmly bound unto J. D. and C. Jones and Com<sup>rs</sup> of the county of Hamilton in the penal sum of Nine hundred and fifty 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 5<sup>th</sup> day of August A.D. 1849.

The condition of the above obligation is such that whereas the said James Stout has obtained sued out a writ of Error upon a certain Judgement rendered in the Court of Common Pleas within and for said county of Union at the August term thereof A.D. 1849 in favour of J. D. and C. Jones and Com<sup>rs</sup> and against James Stout for the sum of four hundred and sixty six Dollars thirteen cents Damages and also for four Dollars and seventy eight cents Costs. Now if the said James Stout shall pay the Condemnation money and Costs in case the said Judgement 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.

Taken by me this ~~5<sup>th</sup> day of~~  
~~August A.D. 1849~~ 1<sup>st</sup> Day of  
September A.D. 1849  
James Kirkadee Jr. clerk  
Sup. Court Union County

James Stout   
John P. Stout   
Jesse Bowen 



J. O. H. Jones & Co  
vs  
James Stout

Damage \$ 466.13  
Costs 4.78  
Writ .. 41

Filed Nov. 20 1849  
James Kirkhead, clerk

Recorded

Allison & Curry

Received this writ September 6, 1849. Proceedings stayed  
by writ of Superseas in Error September 15<sup>th</sup> 1849.

Fees - mileage 05  
Service 35 = 40

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 *Fourteenth* day of *August* A.D. 1849  
*J. D. & C. Jones & Co*  
recovered against *James Stout*.

as well as the sum of *Four Hundred & Sixty Six* dollars and *Thirteen*  
cents for *their* debt, as the sum of \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents, for \_\_\_\_\_ damages, as also the sum of \$ *4.78<sup>1/2</sup>*  
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 tene-  
ments of the said *James Stout*,

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

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the

Court House aforesaid, this *20<sup>th</sup>* day of  
*August* A.D., 1849.  
*James Kinkade Jr* Clerk.

Supreme Court Case File

Case No. 1849-SC-0007

No. 49-52-7

Union Common Pleas Court.

Peter Heiskell

Plaintiff,

AGAINST

Eleanor Brown

Defendant.

AUG

1849

Judg vs Defend

Journal 4

Page 223

Record No. 5

Page 420

Ex. Doc. 1

Page 541



In Union we Stand

Ellenor Swin

vs

Peter Hinkle

Præcipue Inhibet

Filed May 21, 1849

J. P. Hinkadep clerk

Allison & Curry



In Union Court Pleas

Eleanor Irwin  
vs

Peter Hinkle

sum in Debt

"Suit brought on single bill  
under seal given by defendant  
to Plaintiff on order for eighty  
two dollars, dated November  
6<sup>th</sup> 1844 payable any day  
after date &c also for  
goods sold, money had  
and received, money lent &c,

Allen & Curry attys  
for Plaintiff

Filed Mar 29, 1849

J. H. Kirkpatrick clerk

Served this writ May 26, 1849 by delivering a certified  
copy thereof to the wife of the within named Peter  
Hinkle.

Fees = Mileage 1.00

Service  
copy .35  
1.55 = \$ 1.50

Philip Irwin Sheriff



**STATE OF OHIO, UNION COUNTY, SS.**

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Peter Hinkle*

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

*Alleavor Irwin*

in a plea of *Debt - Debt of 82.00* damages *Fifty* dollars.

And have you then there this writ.

*James Kinrade*  
Witness, ~~JOHN CASSIL~~, Clerk of said Court, at the Court

House aforesaid this *21<sup>st</sup>* day of *May*

A. D. 1849.

*James Kinrade* Clerk.

<sup>L. 48</sup>  
In Union Com Pleas

---

Eleanor Town

vs

Peter Hinkle

---

Narr - In ~~Adm. Pleas~~ <sup>Sett.</sup>

---

Filed July 7. 1849  
James Kirkaldie clerk

Cost bill made

Recd

Recorded in Com. Pleas

Recorded in Supreme Court

Vol 1 pp

Allison & Curry

The State of Ohio }  
Union County ss }

Court of Common Pleas,  
May Term A.D. 1849.

Ellenor Brown complains of Peter Hinkle in a plea of debt, for that whereas the said defendant on the 6<sup>th</sup> day of November A.D. 1844 at the County of Union aforesaid made his certain writing obligatory of that date, sealed with his seal (and now to the Court here shown), and then and there delivered the same to the said plaintiff, and thereby bound himself to pay to the said plaintiff or order, Eighty two dollars ~~in~~ one day after the date thereof; which period has now elapsed; And also for that whereas the said defendant on the 10<sup>th</sup> day of November A.D. 1844 at the county of Union aforesaid, was indebted to the said plaintiff in Eighty two dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request;

And in the sum of Eighty two dollars for money then and there lent by the plaintiff to the defendant at his request;

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

And in Eighty two dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, yet the said defendant hath not paid the said several sums of money, or either of them, nor any part thereof; To the damage of the said plaintiff fifty dollars, and therefore she brings her suit, &c.

By Allison & Curry Her Atty



E. Prinn  
us

P. Hinkle

---

Account of forecasts

---

Filed Aug 15. 1849

W. H. Kinkadee Clerk

Whereas, in the suit of Eleanor Brown  
against Peter Hinkle in the Court of  
Common Pleas of Union County, the  
said Eleanor Hinkle at the present term  
of said Court, to wit, the August Term  
1849, was called to enter security for costs.  
Therefore I, Benj. F. Kelsey, do hereby  
acknowledge myself bail for costs for said  
Eleanor Brown, in the penal sum of fifty  
dollars, to be levied upon my goods and  
chattels, lands and tenements, in case  
the said Eleanor Brown shall fail to pay  
all legal costs that may be adjudged  
against her in said suit. Witness  
my hand and seal this 15<sup>th</sup> day of August  
A. D. 1849

B. F. Kelsey

Seal

Approved Aug 15. 1849

James Kirkpatrick clerk

Union Supreme Court

---

Peter Hinkle  
vs

Cleaves Iron

---

Bond in Error

Filed September 25. 1849  
James R. Keador clerk

Recorded



Know all men by these presents that we Peter Hinkle  
John Cherry James Stout & John P. Stout of the County of Union and State  
of Ohio, are held and firmly bound unto Eleanor Irwin in  
the penal sum of Two Hundred and Twenty Three 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  
24<sup>th</sup> Day of September A.D. 1849.

The condition of the above obligation is such, that whereas  
the said Peter Hinkle has sued out a writ of Error upon  
a certain judgment rendered in the Court of Common  
Pleas, within and for the said County of Union at the August  
Term thereof A.D. 1849, in favor of Eleanor Irwin and against  
the said Peter Hinkle, for the sum of Eighty two Dollars  
Debt and Twenty three Dollars and forty six Cents Damages,  
and also for Five dollars and Sixty six Cents, Costs: Now  
if the said Peter Hinkle shall pay the Condemnation money  
and costs, in case the said 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,

Taken by me this 25<sup>th</sup> day  
of September A.D. 1849.

James Knickerbocker

Sup. Court (Union)

County.

Peter Hinkle  
John Cherry  
James Stout  
John P. Stout

Filed Sept 24, 1849  
J. M. R. Clerk

Eleanor Irving }  
                          }     In error commence  
                          }     pleas.  
Peter Hunkle. }

Judgement in ~~Assumpsit~~ <sup>Debt</sup>  
At the August Term. AD 1849.  
For \$82.00 Damages \$23.46cts Costs \$5-66. cts

Issue a writ of Error to the Court of  
Commons Pleas, against Eleanor Irving at  
the suit of Peter Hunkle, returnable at the  
next Term of the Supreme Court,  
To the Clerk of the Supreme J C Dougherty at the  
Court of Union County August 27 1849 for Plaintiff in Error



Union Supreme Court

Peter Winkle

vs

Eleanor Inoin

Supersedeas & Notice &c

Filed Nov. 20. 1849  
James Kirkady, Clerk

Recorded

Proceedings Stayed as within directed and delivered  
a certified copy of this writ to Allison & Curry  
Attorneys for Defendant November 19. 1849

Fees = Service 35  
Mileage 05  
Copy 25 = 65

Philip Snider Sheriff



The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

You are hereby commanded that you forbear all further proceedings upon a judgment rendered in a certain action of Debt, in the Court of Common Pleas in and for the County of Union at the August Term thereof: AD 1849, in favor of Eleanor Irwin and against Peter Hinkle for the sum of Eighty two Dollars debt and twenty three dollars and forty six cents Damages and \$ 5.66 $\frac{1}{2}$  Costs, and which said judgment for Causes of Error to be corrected, on the Complaint of the said Peter Hinkle has been caused to be brought into the Supreme Court of the State of Ohio by their writ of Error; and also that you give notice to the said Eleanor Irwin that a writ of Error has been sued out upon said judgment; and also that you cite the said Eleanor Irwin to appear before the Judges of the Supreme Court aforesaid at the Court House in said County on the first day of the next term of the said Supreme Court, to show Cause if any there be why the said judgment should not be reversed, and why speedy Justice should not be done to the parties in that behalf; and this do as you will answer the contrary at your peril,

Witness my hand and the seal of said Supreme Court at Mansville in the County aforesaid the 25<sup>th</sup> day of September AD 1849.

James WinKadeys Clerk B





Union Supreme Court

Peter Hinkle

vs

Eleanor Irwin

Transcript

~~The transcript~~

Filed June 12. 1850  
James Kirk Rado for clerk

AUG 1849

Co. B. B. M. M. D.

Record

Revised



August Term A. D. 1849

Eleanor Irwin

vs

Peter Hinkle

Debt.

This day came the said Eleanor Irwin, By Messrs Allison & Curry her attorneys, and the said Peter Hinkle though solemnly called came not but made default: Whereupon it is considered that the said Plaintiff ought to recover her debt, against the said Peter Hinkle, and her 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 defendant doth owe to the said plaintiff the sum of Eighty two dollars, and do assess her damages by reason of the detention thereof to twenty three dollars and forty six cents: Therefore it is considered that the said plaintiff recover of the said Peter Hinkle the sum of Eighty two dollars her debt aforesaid and the said sum of twenty three dollars and forty six cents her damages aforesaid and also her costs in this behalf expended Taxed to          dollars.

The State of Ohio Union County ss.

I, James Kirkcaldie Jr Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio, do hereby Certify that the foregoing transcript contains all the Orders, Judgments and other Journal entries of the said Court of Common Pleas, in the above Case, and that the same are truly Copied from the Journal of said Court.

Witness my hand and seal of Office

This 12<sup>th</sup> day of June A. D. 1850

James Kirkcaldie Jr clerk.

Union Supreme Court

Peter Hinkle

by  
Eleanor Iron

Writ of Error

The answer of the Judges of the  
Court of Common Pleas.  
within named -

An Authenticated Trans-  
cript of the Judgments and  
all things concerning the  
same together with the  
Original files and pleadings  
within mentioned are herewith  
returned as within Commanded

Attest, James Kirkadee Clerk  
of Union Com. Pleas -

Recorded



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Greeting;

Be cause in the record and proceedings and also in the rendition of Judgment in a certain action of Debt, which was lately in our said Court of Common Pleas before you, wherein Eleanor Irwin was plaintiff and Peter Hinkle was defendant, Error, has intervened, as it is said, and we being willing, that such error, if any there be, should be corrected, and full and speedy justice done in that behalf, do command you that if final judgment be thereupon given, then without delay, you send to us distinctly and openly, under the seal of your Court and annexed to this writ, an authenticated copy of all judgments remaining of record in your Court, in the action aforesaid together with the original files and pleadings therein; so that having the same in our Supreme Court within <sup>on the first day of our next term, at the Court House in said County</sup> and for the County of Union, we may cause further to be done thereupon in our said Supreme Court, what of right and according to the laws of the land ought to be done,

Witness James Kirkaldy Clerk of the Supreme Court within and for the said County of Union  
this 25<sup>th</sup> day of September A.D. 1849.  
James Kirkaldy Clerk



Cleanor Irwin  
vs  
Peter Hinkle

Debt \$82.00  
Damage 23.46  
Costs 5.66 1/2  
Writ 1.41

Filed Nov. 20. 1849  
James Hinkaday, Clerk

Recorded

Allison & Curry

Received this writ September 6, 1849. Proceedings stayed  
by writ of Supersedeas from Clerk of Supreme Court  
September 25<sup>th</sup> 1849.

Fees = mileage 05  
service 35 = 40 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 14<sup>th</sup> day of August A.D., 1849

Eleanor Irwin  
recovered against Peter Hinkle

as well as the sum of Eighty Two dollars and \_\_\_\_\_ cents for her debt, as the sum of Twenty Three dollars and forty six cents, for her damages, as also the sum of \$ 5.66 1/2 for her 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 Peter Hinkle

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

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 20<sup>th</sup> day of August A.D., 1849.  
James Kinkade Jr Clerk.

Supreme Court Case File  
Case No. 1849-SC-0008



Supreme Court

7

49-50-8

No. ....

Union Common Pleas Court.

James Elliott

Plaintiff,

AGAINST

Harvey S. Cray

Defendant.

Supreme Court

JUL 1850

Judg no Default.

Journal 1

Page 123

Record No. 2

Page 1

Ex. Doc. ....

Page

Box 19

Orator  
to tender consideration whereof, and in as much as your Honor  
deemed best at law. Your Honor therefore says that the said  
David Chapman may be made defendant hereto; that  
they may be compelled to answer the same as fully as if put by  
specific interrogatories; and that on the final hearing of this  
Cause, the said assignment of said note to the said Henry  
S. Carey, may be declared to be fraudulent and void as against  
your Orator. That said Abner Chapman may be decreed  
to pay the full amount of said note, with the interest due  
thereon, to your Orator, in part satisfaction of his said judgment;  
That the said Henry S. Carey may be enjoined from receiving any portion  
of the money due on said note; and the said Abner from paying any  
of said money to the said Carey; and such other and further  
relief, as equity and good conscience may require; and as in duty  
bound he will ever pray &c.

Thos. Allison & Henry  
C. Backus Solicitors for Compt

The Clerk will issue but process for Abner Chapman  
Allison & Henry Solrs

<sup>34</sup>  
In Union Town Pleas  
James Elliott  
vs  
Henry S. Carey et al  
Bill in Chancery

Filed Aug. 9<sup>th</sup> 1828  
John Capil Clerk

Recorded in Sup Court  
Record No 2, pp 1.

Allison & Henry  
C. Backus Solrs



To the Honorable Court of Common Pleas, in and for the County of Union, when in Chancery sitting.

Humbly Complaining, your Orator James Elliott of the County of Franklin and State of Ohio, represents and states to the Court, that on the Seventh day of June A.D. 1842 by the judgment and consideration of the Court of Common Pleas, in and for the County of Madison, Ohio, he recovered as well the sum of six hundred and two dollars and eleven cents for his damages, as also the sum of \$10.67 for his costs and charges, against James Guy and John Nagely of said Madison County, and David Chapman then of said County of Union, but now a resident of the State of Iowa, upon which said judgment the accruing costs amount to \$15.77 which said judgment and accruing costs still remain wholly due and unpaid, and said judgment in full force.

Your Orator further represents that said Guy, Nagely, and Chapman have no goods, chattels, lands or tenements subject to levy on Execution by which said judgment can be in whole or in part satisfied, all of which has been tested by the proper process, legally issued for the satisfaction of said judgment. The said James Guy since the rendition of said judgment, has been discharged, by a certificate of Bankruptcy.

Your Orator further represents, that on or about the 30<sup>th</sup> day of April A.D. 1847, one Abner Chapman of the County of Union, aforesaid, executed and delivered his promissory note for three hundred and eighty four dollars and sixty nine cents to the said David Chapman, which was payable ten months after the date thereof aforesaid, with interest, which note is ~~still~~ ~~wholly~~ due and wholly unpaid, and a valid claim against the said ~~Abner~~ Chapman. Your Orator Charges that said note is still in truth and in fact the property of the said David Chapman. That the said David Chapman fraudulently combining with one Henry J. Casey, who your Orator is informed resides somewhere in the State of Iowa, ~~and~~ in order to conceal the same from his creditors, made an assignment of said note to the said Henry J. Casey who is a son-in-law of the said David Chapman. That said Casey, aiding and assisting his said Father-in-law, to conceal the said property of the said David, and to keep said note, from the satisfaction of your Orator's said judgment, has commenced <sup>upon said note</sup> suit on the law side of this Court, in the name of the said Henry J. Casey, which suit is now pending. That said Casey, was wholly unable to purchase said note, bona fide, and has paid nothing, but is to pay the same to the said David, when collected.



Unu com Pleas

David Chapman  
ads & answer

James Elliott

Copy

Filed Nov. 19. 1849

James H. Keady Clerk



David Chapman vs  
James Elliott

In Chancery  
Union Com. Pleas.

The separate answer of David Chapman one of the defendants to a bill in Chancery Exhibited against himself and others by James Elliott in Union Com. Pleas. And the said David Chapman now comes and for answer to said bill or to so much thereof as he is advised is material for him to answer unto - says that he admits that the complainant obtained a judgment against himself James Guy and John Nargly in the Court of Com. Pleas of Madison County as charged in Complainants said bill he also admits that he was possessed of the three hundred & 9 acres of said land previous to the sale of the same to Lorenzo Beach as charged in said bill and he further says that said land was levied on by an execution against this defendant as principal and the said Beach as his surety, on which claim the said Beach had paid a large sum of money for which this defendant wished to let him have one hundred and fifty acres of said land - but the whole of said land being levied on it became necessary as we thought to have it all sold at Sheriffs sale in order that the said Beach might get his hundred and fifty acres clear of the incumbrance of the executions, accordingly the same was sold as charged in said bill to the said Beach at Sheriffs sale. This defendant taking from said Beach an agreement to reconvey to him the balance of said land over and above the one hundred and fifty acres sold to said Beach as aforesaid - which said agreement this defendant shortly afterwards sold to one Cephas Atkinson - for which the said Atkinson has since and before the commencement of this suit entirely paid this defendant for - as follows to wit: Said Atkinson assumed the payment of a debt of three hundred dollars owing by this defendant to one Moses Fullington and the balance due for the said land he paid this defendant in money, therefore this defendant has now no interest in said



Land either legal or Equitable - And this defendant further answering says that he has not any interest either legal or equitable in any other lands - except the following should be considered such an interest to wit Eighteen acres of land inherited by his wife from her father, which was sold by this defendant and his said wife, some years ago but for which no deed has yet been made but this defendant never was in possession of said land and does not consider that he has any interest in it - And this defendant further answering says in regard to the 3<sup>d</sup> interrogatory in said bill as it regards debts due him he is not prepared to state with exact certainty the condition of his affairs in that respect - but can say that all that he now recollects of being due him are a few unsettled accounts of dealing with his neighbours he also has a few small notes against some of his neighbours the largest of which is one against Abner Chapman of this County for about forty one dollars - but there is one unsettled account between this defendant and the said Abner which will offset said note in part and probably altogether - the balance of both notes and accounts being small and in the same condition as it regards unsettled accounts - and as to the 4<sup>th</sup> interrogatory concerning personal property in this defendants possession claimed by other persons - and the 5<sup>th</sup> requesting information whether this defendant claims any interest in personal <sup>property</sup> goods and chattels in his possession of others he denies them both and positively says that he has not in use and possession any personal property claimed by others, nor has he any interest in personal property in the possession of others - and this defendant further denies all fraud and collusion wherewith he stands charged - and having thus fully answered prays to be hence dismissed with his costs.

By W Bleole his Sol.

State of Ohio

Union County ss } personally appeared before me a Justice  
of the peace in and for said County, David Chapman



Who being <sup>first</sup> duly sworn by me deposed that the several  
matters and things set forth in the foregoing answer as  
from the information of others he believes to be true. and  
that the several other matters and things set forth from his  
own knowledge are true in substance and in fact as  
he verily believes June 10<sup>th</sup> 1846. David Chapman  
~~sworn and subscribed and sworn to before me this~~  
11<sup>th</sup> day of June AD 1846. James M. Wilkinson J.P. Clerk

The State of Ohio Union County ss.

I, James Kirkadeff Clerk of the Court of Common  
Pleas within and for the County of Union and State of  
Ohio. hereby certify that the foregoing is a true copy of  
the answer of David Chapman in the case of  
James Elliott vs David Chapman & Lorenzo Beach  
filed in this office on the 12<sup>th</sup> day of June 1846,

Witness my hand and the seal of said  
Court at Mansville the 19<sup>th</sup> day of  
November AD 1849.

James Kirkadeff Clerk

James  
William  
John  
Mary  
Elizabeth

James  
William  
John  
Mary  
Elizabeth

2. 4. 8  
Filed Aug 16. 1849  
James Killard & Co

John C. Killard

James Killard & Co  
of New York  
have the honor to acknowledge the receipt of your  
kind letter of the 10th inst. in relation to the  
above named account. The same has been  
examined and found correct. The amount of  
\$1000.00 is hereby acknowledged and the  
same is enclosed herewith. Very respectfully,  
James Killard & Co

James Killard & Co  
of New York  
have the honor to acknowledge the receipt of your  
kind letter of the 10th inst. in relation to the  
above named account. The same has been  
examined and found correct. The amount of  
\$1000.00 is hereby acknowledged and the  
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James Killard & Co  
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have the honor to acknowledge the receipt of your  
kind letter of the 10th inst. in relation to the  
above named account. The same has been  
examined and found correct. The amount of  
\$1000.00 is hereby acknowledged and the  
same is enclosed herewith. Very respectfully,  
James Killard & Co



James Elliott }  
 Henry A Cary }  
 D Chapman }  
 In Union Common  
 Pleas -  
 In Chancery

I, J. D. Robinson a Justice of the peace for  
 the Township of Darby Union Co. - do  
 do certify that the Defendants in the  
 above case wished to take depositions before  
 me whereupon I issued subpoena for J. M.  
 Ewing Crocker Smith & Loyfiotte Sawyer  
 they appeared - - The Defendants concluded  
 to proceed no further in the case & the  
 witnesses were discharged - -

Thus

|                             |                |
|-----------------------------|----------------|
| J. M. Ewing wit-            | 50             |
| Crocker Smith ..            | 50             |
| Loyfiotte Sawyer --         | 50             |
| Subpoena                    | 20¢            |
| Certificate                 | 10             |
| Elias Valley Const. service | 30             |
| Melage                      | 95             |
|                             | <u>\$3-05½</u> |

Given under my hand this 7<sup>th</sup> of August  
 1849.

J. D. Robinson J. P.



is charged in complement Rice. - And the said dinner all,  
and accompaniment of plentiful combination, a confederacy, whereunto he is  
by said Rice charged, without this, that there is any other matter, cause,  
or thing, in the complement, said Rice of complement contained,  
material, or necessary for this defendant to make income, debts,  
and not therein and hereby, and sufficient, answered, confederacy,  
harmless and avoided, or denied, is here, to the knowledge & belief  
of this defendant, let which matter and things this defendant  
is ready and willing to aver, maintain, and prove, as this defendant  
cannot shall direct; and says to the same defendant with his  
reasonable care & charge, in this behalf most diligently and  
sincerely.

By  
Charles A. Smith  
his Attorney

Union Com Plus

Henry S. Cary

.at-

James Elliott

Carys  
Answer in Reply

Filed May 11, 1849  
James Kirk Road Clerk

Col. J. H. Miller, Attorney

The separate answer of Henry S. Cary to a Bill in  
Chancery exhibited against him & others by James Elliott.

And the said Deft. saying he, now comes and for  
answer saith,

That he hath no knowledge of the judgement  
alleged in Compt. said Bill, to have been obtained by Compt. against  
James Guy, John Nagely & David Chapman, in Madison county Com.  
Plas - that it may or may not be true as set forth in said Bill.

And further answering the Deft. says that he does not know whether  
or not the said Guy, Nagely & Chapman have goods & chattels, & lands &  
tenements, subject to levy on executions by which said judgement (if any  
has been obtained) might wholly or in part, be discharged. That he has  
no knowledge concerning the discharge of James Guy, by certificate of Bankruptcy,  
as stated in Compt. said Bill.

And further answering the Deft. says that he admits, that  
on or about the 30th of April 1847, James Chapman gave his promissory  
note to David Chapman for \$84.69, payable in months after date with  
interest. But Deft. denies that said note is in truth & in fact the property  
of David Chapman as charged in Compt. said Bill. The Deft. admits  
that the said David Chapman assigned said note to him (the Deft.) but denies  
any fraudulent intention on his part, or any fraudulent combination with  
the said David Chapman, in order to conceal said note from the credit  
of said David Chapman.

Deft. further answering says, that he took the assignment of  
said note from the said David Chapman, in good faith, that he paid  
said Chapman a good, valuable, & sufficient, consideration therefor, &  
that said note is in truth & in fact, bona fide, the property of the Deft.

And further answering the Deft. says, that he admits that  
he has commenced suit on the Law side of this Court, upon said  
note, but denies that when collected, he is to pay the same over to the  
said David Chapman, as charged in Compt. said Bill.

And the defendant further answering <sup>denies</sup> ~~admits~~ that he hath or is  
in any way aiding and abetting the said David Chapman to conceal his (said  
Chapman) property from the satisfaction of Compt. said judgement (if any has been obtained)



Compliments proof

Leary & Hazin

Departments

My & Leary speak  
to the - but -  
No for as they give  
the more specimens of the  
varieties  
July 24/49 - coll. H. H. H.  
with Leary



State of Ohio  
Shelby County

I J. B. Walker clerk of the court of  
Common Pleas within & for said  
County of Shelby do hereby certify that Frederick  
Robinson before whom the foregoing depositions  
appear to have been taken ~~and taken~~ <sup>was</sup> at  
the time of taking & subscribing the same  
an acting Justice of the Peace in & for the  
County of Shelby duly Commissioned & qualified  
and that full faith & credit are due to all  
his official acts

In testimony whereof  
I have hereunto set  
my hand & affixed  
the seal of said Court  
this 18<sup>th</sup> of May A. D. 1869  
J. B. Walker cl.  
by J. M. Wood dept

Fee 50ct Recd of Jas Elliott

J. B. Walker Clerk

J. M. Wood dept

Received on us Aug 14/69

Coll & Wilton  
Atty, for Deft.



James Elliott }  
vs }  
Henry J. Carey et al }  
In Common Pleas of Union  
County, Ohio - Chancery

Depositions will be taken in  
this case, by the Complainant, at the office of the  
Clerk of the Court of Common Pleas, of Shelby County,  
Ohio, in the Town of Sidney, in said County of Shelby,  
and State of Ohio, on the Eighteenth day of May A.D.  
1849 between the hours of six A.M. and nine P.M.

Dated May 14<sup>th</sup>/1849

James Elliott By  
Allison & Curry His Solrs.

Depositions of witnesses taken in a cause pending in the Court of Common Pleas in and for the County of Union and State of Ohio, wherein James Elliott is complainant and Henry S. Carey and others are defendants. Taken for the said complainant in pursuance of the enclosed notice and at the time and place therein specified. Present the complainant by his attorney;

B. W. Carey, of the County of Shelby, Ohio, of lawful age being first duly sworn as hereafter certified deposes as follows.

Question - Are you acquainted with the defendant Henry S. Carey. If so, what were his circumstances pecuniarily for the last two or three years - or previous to April 1848?

Answer - I have for several years and always been acquainted with the circumstances of H. S. Carey. He had been involved considerably for the last three or four years previous to April 1848 but had some property up to near that time he had a piece of land in Vinton County Ohio & a house & lot in Sidney which were disposed of to pay debts. The land was sold to G. B. Kellogg <sup>for \$250 or thereabouts</sup> a considerable portion of which I think he owed to S. W. Kelley and he owed me about seventy five dollars for which I got his interest in his house & lot in Sidney. It was the general opinion here that for the year previous to April 1848 he was not worth more or much more than that would pay his debts. He told me a short time previous to April of 1848 that he could not pay me unless I took his



house & lot on his land in Vermont <sup>or some other</sup> ~~at the~~ ~~same~~  
property that he had which I think consisted only of an unimproved  
~~the~~ ~~lot~~ ~~with~~ ~~about~~ ~~\$125.00~~ & a house with about \$100 or \$500  
Besides the seventy five dollars before named.

I had his note for about fifty dollars which  
I had disposed of ~~before to the bank after~~  
& he was dead I went his pocket book & had  
to pay it ~~and~~ afterwards got it from him in  
something agreeable to the best of my recollection.

This was some time <sup>during the year</sup> previous to April of 1848

It is the best of my impression that he  
disposed of all the property I have been  
testifying about to the payment of his debts  
Question. Are you a relative of Henry S. Carey -

Answer Yes Sir he is a first cousin  
of mine

Question. From your knowledge of his circumstances -  
Are you of the opinion that he could have bona  
fide - at any time during the year previous to  
April 1848 have bought and paid for property  
any where else to the amount of say \$200?

Answer I think not Sir

B. M. Carey

Also at the same time and place John F. Frazer  
of the same place of lawful age being by me first  
duly sworn as hereafter certified, deposes as follows.

Question. Are you acquainted with the defendant, Hen-  
ry S. Carey. If so what were his circumstances pecuniarily  
for the year or two previous to April 1848.

Answer I was I think pretty well acquainted  
with the circumstances of H. S. Carey during  
the time above alluded to and would say  
that it is my opinion from my knowledge  
of his circumstances that for two or three  
years previous to April of 1848 he was  
about able to pay his debts & no more



by disposing of what property he had at a fair price which consisted of a piece of unimproved land in Vanwert Co or unimproved lot in this place & a small interest in a house & lot in this place I concurred with Mr B. W. Corey in the disposition of his land & his interest in house & lot & his unimproved lot was sold to Doct Johnston for I think about \$120.00 to whom he owed a tuition fee of probably about \$90.00 (as I understood both from the Doct & W. S. C. himself) & Doct Johnston paid me the balance of the purchase money say about \$30.00 on a claim which said H. S. Corey was owing me which amount did not entirely liquidate my claim against him he said he could not pay me the balance without disabling himself to get to Iowa where he was about to remove & believing him to be honest I furnished him with a receipt took his note & let him go for which he is still owing me & it now amounts to near fifty dollars

H. S. Corey was considerably involved for a year or two previous to April of 1848 ~~until he disposed of the property~~ ~~and allowed to~~ until he disposed of the property which nearly let him out

Question. From your knowledge of his circumstances during that time, are you of the opinion that he could have any money to any considerable amount at his disposal for the purchase of property?

Answer I think not Sir I think all of the property he had did not quite



put him out of ~~sub~~ debt.

Question Where did said Cary reside during that time?

Answer He resided in this place during the whole time excepting three or four months when he resided in Coreysville twelve miles East of this.

Question, Do you act in any official capacity in this place (Sidney) if so in what, and how long have you been so acting?

Answer I have been an acting justice of the peace here for near nine years

J. H. Brager

I Frederick Robinson an acting justice of the peace in and for the Townships of Clinton & Shelby County Ohio do hereby certify that Benj W Corey & J. H. Brager were by me duly sworn to testify the truth the whole truth & nothing but the truth & that the foregoing depositions by them respectively subscribed were read to writing by J. H. Brager in my presence & were taken at the time & place specified in the inclosed notice

Wt of 18th 1849. F. Robinson J. P.

for fees

|           |         |
|-----------|---------|
| Wt fee    |         |
| 2 Wt fees | \$ 1.00 |
| Court fee | 15      |
| for fees  | 91      |
|           | <hr/>   |
|           | \$ 2.06 |

Recd two Dollars & 6 cts in full of Jas Elliott  
complaint May 18th 1849

In Union we Stand

James Elliott  
ms

Henry S Carey et al

Replication



Allison & Carey



James Elliott } In Union Court Pleas.  
                  } In Chy.  
                  } <sup>vs</sup>  
Henry J. Carey et al)

And the said James Elliott  
comes and says that the matters and things set  
forth in his said Bill of Complaint are true in substance  
and in fact, and the matters and things set forth in  
the answer of the said Henry J. Carey contrary thereto  
are untrue, and this he is ready to make appear  
as by this Court shall be directed.

Allison & Curry, Solicitors for Plaintiff.

Union Com Pleas

James Elliott

vs

Henry S. Carey & Co

Sub in Chy

Fri. Sept 14. 1848.

John Cassid cl<sup>r</sup>

James J. Cole  
Robert Cole  
George S. Chapman  
Richard E. Johnson  
Mrs. W. Wood  
Mary Wood

Received this writ by delivering certified copy  
thereof to the within named Sher. Chapman  
September 12, 1848

Sherriff - mileage 50  
copy 10  
dunne 35 = 95  
Sherriff James Murphy



**THE STATE OF OHIO, UNION COUNTY, SS.**

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

We command you to summon *Abner Chapman*

to appear before the Judges of our Court of Common Pleas, at the Court House, on the

day of *The Term* next ensuing, to answer a *Bill*

against *him & by James Elliott,*

*First*

in Chancery, exhibited

and this *he* shall in no wise omit, under the penalty of one thousand dollars; and have then there  
this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at

the Court House, this *9<sup>th</sup>* day of

*August* A.D., 184 *8*  
*John Cassil* Clerk of Common Pleas.

James Elliott  
By Chapman

Proof of Pat.

Filed Sept 23, 1848  
John Cassell C/M



Chancery Notice.

HENRY S. GAREY and David Chapman are hereby notified, that on the 8th day of August, 1848, James Elliott, of Franklin county, Ohio, filed in the Clerk's office of the court of Common Pleas, of the county of Union, Ohio, his Bill in chancery, against them and one Abner Chapman; setting forth, that on the 7th of June, 1842, he recovered a judgment against the said David Chapman with others, in the court of common Pleas of Madison co., Ohio, for the sum of \$602,11 and costs; that said judgment is still unpaid and in full force; that the said David Chapman and the other defendants to said judgment, have no property subject to execution; that said David Chapman is in fact the owner of a note against the said Abner Chapman for \$384,69, dated April 30th, 1847; and on which suit has been commenced in the name of the said Henry S. Garey, and is now pending in the said Union co. common Pleas. The Bill charges that the transfer of said note by said David Chapman to said Henry S. Garey was fraudulent and void as against the creditors of said David Chapman, and prays that the said Abner Chapman may be compelled to pay the amount due on said note, to the said James Elliott, in part satisfaction of his said judgment.

By ALLISON & CURRY, &  
E. BACHUS, his Soltrs.

August 9, 1848.

n12w6

Personally appeared P. B. Blew  
in open Court and made solemn  
oath that the notice hereto attached  
was published for six consecutive  
weeks, commencing on the 9<sup>th</sup> day of  
August A. D. 1848, in the "Argus"  
a weekly newspaper published  
in Union County, Ohio, and  
that said newspaper was in  
general circulation in said  
County.

P. B. Blew  
Sworn to and subscribed  
this 23<sup>rd</sup> day of September A. D. 1848  
John Capillellk

Ed Elliott  
vs  
Henry Stearns & als  

---

Appeal Bond

Filed December 26<sup>th</sup> 1849  
James Kirkadee Jr clerk



KNOW ALL MEN BY THESE PRESENTS, THAT WE *James Elliott*  
and *H. M. Cracken*  
are held and firmly bound unto *Henry S. Carey et al* 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 adminis-  
trators, sealed with our seals and dated this *26<sup>th</sup>* day of *December* A. D., 1849.

The condition of the above obligation is such, that whereas the said *James Elliott*  
has taken an appeal from a certain *Decree*  
rendered against him in favor of the said *Henry S. Carey et al* in the  
Court of Common Pleas within and for the County of Union in the State of Ohio, at the *November*  
term thereof A. D., 1849 for the sum of *Thirty Six* dollars and  
*thirty six* cents *Costs* and  

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dollars and cents and  

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dollars and cents

to the Supreme Court within and for the County aforesaid; Now if the said *James Elliott*  
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 Elliott* [SEAL.]

*H. M. Cracken* [SEAL.]

by *Otway Curry* [SEAL.]

his Attorney in fact.

Approved

*James Burkato* clerk,

James Elliott

Esq. Dr. Esq.

Henry D. Carey & Co. Executors to the last will

And now comes the said De-  
 = Plaintiff James Elliott by his attorney, and  
 to the court here shews that making portions of the  
 within deposition of Johna C. Chapman  
 one statement merely hearsay in their  
 character, reads upon the authority of the  
 statement of the ~~deponent~~ deponent, in this cause, and  
 tending to the benefit of said deponent. And  
 that for this said complainant seeks to the  
 said portions of said deposition as being inautho-  
 = ritative in evidence, and pray the court  
 to rule them out. By Allison C. Curry  
 his attorney

J.P. fees. #1.81.  
 Wm. J. Chapman 25

Deft. proof

J.E. Chapman's dep



Question - Did you not hear your Father say that he would assign it to Silas, to keep the Complainant Elliott from reaching it?  
Ans No.

Question. How long had Cary been at your Fathers house, at the time <sup>he</sup> bought the note on Abner?

Ans - I don't know that he bought <sup>it</sup> at the time that he was at my Fathers house, I only heard them talk about it.

Question. Am I to understand then that you do not know that the note was sold to Cary?

Ans. I know that they told me that note was sold to Cary. Cary told me that he had got and Father told me that he had let him have it.

Question. When was this?

Ans. It was in the winter of 1848, when my father returned from Iowa. I think February 1848.

Question. Were your Father & Cary together at the time?

Ans No.

Question. How did they come to mention it to you?

Ans. I asked my Father what he had done with the note, he then told me he had let Cary have it, Cary and I were talking about it and he told me he had it.

Question. Did Cary never tell you before Feb'y 1848 that he had the note?

Ans. No he did not. I had not seen him for nearly a year before that, that was the first time that I knew certainly that he had it.

Question - When Cary and you were talking about the note, were you talking about suit having to be brought to collect it?

Ans. Yes.

Question - Did you ever hear your Father say he would never pay the Complainant Elliott?

Ans. I don't know that I ever did. I have heard him say that if he had the money he would pay it.

Question. Were you ever present at any settlement between Cary & your Father -

Ans. No. I never was



Question. How do you know that Cary loaned your father money?

Ans. I see him let him have the money. It was in 1840, I believe. on my Father's place my Father said he wanted to borrow it to pay some cost. Cary happened to have it and let him have it.

Question. What was your father to pay Cary for the crops you talk of?

Ans. He was to pay him for the Oats twenty four or five dollars, the Corn I do not know what he bought <sup>it</sup> in a lump, part was standing in the field, and a part <sup>was</sup> in the crib. I don't know what he was to pay him for it in the lump.

Question. When was it that Cary drove mules for your father?

Ans. In 1841, in the summer & fall.

Question. Where was Cary living at that time?

Ans. Near Sidney Shelby County.

Question. How long had he been living in Shelby immediately preceding that time?

Ans. Six months I guess. I now recollect that it was in 1839 & 1840 that he farmed my father's place.

Question. How do you know the amount of money loaned by Cary?

Ans. I know the amount talked of at the time it was about thirty dollars.

Question. Don't you know that your father paid it back to Cary long before the assignment of the note on Abner?

Ans. No.

Question. Have you seen your father's answer to day?

Ans. No.

Question. Did you come from Iowa to attend to this suit?

Ans. No.

Question. Did you have any conversation with your father about your testimony in this case before leaving Iowa?

Ans. No.

Resumed by def. What was your father's circumstances and means of paying debts from 1842 up to the time he sold the note to Cary?

Answer. He had no means without selling his land and could not sell that, he was in embarrassed circumstances all that time.

Question by complainant -

Did he not during a portion of that time at least, have money by him to speculate on?



Question - What crops were those you have stated your Father purchased of <sup>Cary</sup> Leary?

Ans - They were Crops raised on my father's place either in thirty nine and forty, or forty and forty one -

Question - How do you know your father bought them of Cary?

Ans. I heard them <sup>talk</sup> of the trade at the time, I knew that Father used the oats & Corn -

Question - Did you know that your father had paid Leary all that he owed him before assigning the note on Abner?

Ans. No -

Question - Did you never hear your Father complain that Cary had cost him considerable, to help him get his profession?

Ans. No, he was not able to help him.

Question - Do you say he was not able in 1840 to pay him anything that he was owing him -

Ans. No, he ~~was~~ <sup>was</sup> not, he was owing a bank debt in Columbus and could not raise money to pay that. It was in 1841 that he bought the Crops.

Question - Did he not own a large farm & stock upon it in 1841

Ans. He owned a large farm three hundred and eighty odd acres but not much stock upon it, it was worth perhaps twelve dollars per acre,

Question - When did he sell said farm?

Ans. It was sold at Sheriff's sale, I do not recollect at what time.

Question - Do you know anything about the consideration of the note given by Abner -

Answer. It was given for old notes and accounts my father had against him, my father told me some of them had stood as long as twenty years

Question - Do you know anything about the assignment of the note on Abner, by your Father to Silas S Chapman?

Ans. He talked of letting Silas have the note and that is all I know about it

Question - What did he say he was going to let him have it for

Answer. He said he was owing him some and talked of letting him have the note to collect and <sup>to</sup> take his pay out of it when collected



Question, Did you ever hear your Father or Cary, have any other conversation about said note.

Ans I believe not.

Question, Were you called on by either of them to notice the Sale?

Ans No.

Question, Was Cary at that time living with your Father?

Ans No he was not living with him.

Question, Does Cary and your Father live in the same place in Iowa?

Ans Yes.

Question, Do you know how your Father came to have the possession of the note on Abner after he got to Iowa?

Answer No. I don't. I don't know that he had it in Iowa

Question, Did you see the said note in your Father's possession, when he was in this State in 1848

Ans No.

Question, Do you know what has become of the note on Hubbell?

Ans - Yes. My Father has it still -

Question, Did you see your Father get it of Cary?, if so, when?

Ans I did not see him get it.

Question, How then do you know he has the note?

Ans My Father told me he had it and shewed it to me this I think was in February last.

Question - What other claims did your father give to Cary?

Answer. He gave him a small note on John Elliott of Delaware County, which was given to pay for the ballance of the Hubbell note.

Question, Do you know of any other claims of any kind assigned by your Father to Cary?

Ans I don't.

Question, Don't you know he received from your father a Judgment against Simon Shover?

Answer No. I don't know anything of the kind

Question, Don't you know he received a Judgment against Coopers?

Ans. Yes I believe he did, I had forgotten this, when I said I did not know of any other claims assigned by my Father to Cary



Deposition of a witness taken in a cause pending  
in the Court of Common Pleas in and for the County of  
Union and State of Ohio, <sup>in the County</sup> wherein James Elliott is  
plaintiff and David Chapman, Henry J. Cary and  
others are defendants, and for said defendants in  
pursuance of the Notice hereto attached, and at the time  
and place therein mentioned. C. W. B. Allison attorney for  
the Plaintiff and P. B. Cole attorney for the defendants  
Present

Joshua E. Chapman of Monroe County, Iowa of lawful  
age being first duly sworn by me as hereafter certified,  
deposes as follows

Question, by Defendant. Do you know any thing  
concerning a note on Abner Chapman payable to ~~D~~  
<sup>David</sup> Chapman and by the said David sold to Henry J. Cary  
the same note in controversy in this suit & if  
so please to state any thing you may know  
concerning the sale of said note to said Cary  
- In what way the said Cary paid for it with all  
the particulars ~~to~~ in relation to the same?

(David Chapman)  
Answer, My father, sold said note to said Henry J. Cary perhaps  
a month or two after he got it, I am not certain that as to  
the time, there was a deal between them and he was owing  
Cary some and gave him (Cary) said note in payment.  
Father bought Cary crops he had been cropping there for one  
or two years. & Father bought his crops, what he owed  
Cary did not amount to the note against Abner Chapman  
Cary then gave Father a note for one hundred dollars or more  
with interest on it for some time against one Hubbell  
question by same. Do you know of any other  
items of account Cary had against your father,  
other than those above stated. If so state what they  
were.



Answer. There was about three months labor of driving mules,  
He had also lent my father some money. I think it  
was thirty dollars.

Question by same do you know whether  
the note Cary let your father hand on  
Hubble made up the full balance he was  
to give for the said note on A Chapman or  
more,

Answer. I believe the said note on Hebbell made up the  
full amount and a little more,

Question by Plaintiff's Counsel -

How old are you

Answer Twenty three years old.

Question, Are you a son of the defendant David Chap-  
man.

Answer Yes.

Question. How do you know that your father owed  
Cary?

Ans My father told me so and Cary told me so. And I  
always understood so.

Question. When did Cary first tell you so.

Ans I think it was in the year 1842, and at different  
times since.

Question - How do you know that Cary bore up the  
note of Stone Chapman of your father?

Ans. I heard Cary and father talking about, and Cary said  
he would take the note.

Question - Where was this conversation had?

Ans It was at the house where my father was living, near  
Pleasant Valley, <sup>Madison County, Ohio</sup> before we moved to Iowa.

Question. Was the note assigned to Cary at that time?

Ans I could not say whether it was or not. I did not see it  
as I recollect.



Ans No. not to my knowledge  
Question - Do you know of his using money during  
that time, in dealing in stock, or otherwise?

Ans I do not

Question, Did you live with your Father during all that time?

Ans . No. I was away about a year from June 1847 to April  
1848, the ballance of the time I lived with him  
and further this deponent saith not,

Joshua E Chapman

I James M. Wilkinson a justice of the peace in and for the township of Paris in the  
County of Union, Ohio, do hereby certify that the above named Joshua  
E. Chapman was by me first duly sworn to testify the truth, the whole  
truth and nothing but the truth, and that the foregoing deposition  
by him subscribed was reduced to writing by me and was taken  
at the time specified in the enclosed notice.

In testimony whereof I have hereunto set my hand this 7th  
day of November A.D. 1849

James M. Wilkinson J.P.





J. Elliott  
W. Henry &  
D. Chapman

vs  
in Chancery  
in Union Common Pleas

Depositions will be taken in this  
case by Deponents at the Recorder's Office  
in Mansfield Union County Ohio on the  
7<sup>th</sup> day of November 1849 between the names  
Goelwek & M and Goelwek P. W.  
Dated November 6<sup>th</sup> 1849.

P. B. Leale Sal.  
for Deft.

Union Sup Court

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James Elliott

vs  
Henry S. Carey *et al*

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Transcript

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Filed June 12. 1850

James KinKadee Clerk



September Term A.D. 1848  
James Elliott  
vs  
Henry L. Carey et al  
Chy. Proof of publication of notice  
filed and this cause continued.

May Term A.D. 1849  
James Elliott  
vs  
Henry L. Carey et al  
Chy. Continued.

August Term A.D. 1849  
James Elliott  
vs  
Henry L. Carey et al  
Chy. Continued.

November Term A.D. 1849  
James Elliott  
vs  
Henry L. Carey et al  
Chancery. Bill dismissed at  
Complainants costs.  
Decree for costs. Notice of appeal by  
Complainant.

The State of Ohio Union County ss  
I James Kinkade Jr Clerk of the Court of Common  
Pleas in and for the County of Union and State of Ohio,  
do hereby certify that the foregoing Transcript contains  
all the orders decrees and other Journal entries  
of the said Court of Common Pleas in the above case  
and that the same are truly copied from the  
Journal of said Court.

Witness my hand and seal of Office this  
12<sup>th</sup> day of June A.D. 1850 James Kinkade Jr Clerk

I acknowledge service on  
the within notice

June 18<sup>th</sup> 1850

P. B. Cole atty,  
for Deft.



James Elliott }  
vs }  
Henry & Carey et al }  
Chancery  
In Supreme Court, Of Union  
County Ohio

Depositions will be taken in this  
Case by the Complainant, at the office of Thomas  
M. Ewing, a Justice of the Peace in and for the  
Township of Jerome, in the County of Union,  
and State of Ohio, on the twentieth day of June  
A.D. 1850, between the hours of nine A.M. and  
nine P.M.

Dated June 18<sup>th</sup> 1850

James Elliott  
By Allison & Curry His Solrs.

the 7

Justices fees

24 Sub. 4 wit

65 written dep

25 Certificat

1.14

wit. Jus

50 J. Sayer

50 A. A. Doolittle

50 S. D. Chapman

\$2.64 Jus received

J. W. M. Ewing, a justice of the peace in and for the township of Jerome, in the county of Union, Ohio, do hereby certify that the above named, John Sayer, A. A. Doolittle & S. D. Chapman, were by me first duly sworn, to testify the truth, the whole truth, & nothing but the truth, and that the foregoing depositions by them respectively subscribed, were reduced to writing by me, & were taken at the time & place, specified in the inclosed notices.

In testimony whereof, I have hereunto set my hand, this 20<sup>th</sup> day of June, in the year 1850

J. W. M. Ewing J.P.

Sayer & Doolittle received my fees from their fees from

J. W. M. Ewing J.P.

Mr. J. Sayer & excepts to these depositions as far as the testimony goes to special cases and not to general reputation - also excepts to the statement of D. Chapman  
June 21 1850  
P. M. Lewis Esq. Cler. Colly.

Complaints proof  
Dep. of - S. J. Chapman  
J. Sayer & A. A. Doolittle



Depositions of witnesses taken in a cause pending in the Supreme Court of Union County, Ohio, wherein James Elliott is plaintiff, and Messrs. Henry Cary et al are defendants, in pursuance of the notice hereto attached, and at the time and place therein mentioned.

Present C. W. B. Allison, Att'y for complainant Samuel D. Chapman, of the county of Union, of lawful age, being first duly sworn by me, as hereafter certified, deposes and says: That

Question. Are you acquainted with the defendants in this suit. If so - state whether the defendant David Chapman, ever told you any thing about assigning the note against Abner Chapman for some \$380 or odd dollars -

Ans I am acquainted with the defendants.

David & Dunham Chapman were talking in my presence about the note. David Chapman said he would leave the note with Silas G. Chapman, or Henry S. Cary. So that Abner Chapman need not be pushed for the money. Said David Chapman said he was owing some security debts, and he did not intend they should get hold hold of the note.

This conversation took place the day said note was given.

Did you hear David Chapman say any thing on the day of the settlement, when Abner executed said note to David, and during the settlement about a certain note on John Elliot of Delaware County, state the whole conversation at that time as near as you can recollect it.

Answer. Abner Chapman wanted David Chapman to take said note. He had purchased <sup>some 4 or 5 or more years previous</sup> ~~not~~ <sup>said</sup> of H. Cary, & could make nothing of said John Elliot, or of Cary, & he wished D. Chapman to take this note in



the settlement. David Chapman first objected, stating that Cary would pay Abner Chapman as soon as Tim. (D. Chapman) for Cary was then owing him (David C.)

I think the amount of the Elist note was in the neighborhood of twenty dollars. He finally did take the note in the settlement. David Chapman stated farther as his reason for not taking the note, that H. Cary had spent <sup>about</sup> all his means in the study of Medicine, & was owing him (David Chapman) and it would be a long time before he could get it.

Question. Are you acquainted with Joshua Chapman (son of David Chapman). If so how long have you been acquainted with him? What is his character for truth and veracity?

Answer. I am acquainted with him, and have been from a child, and have lived in the neighborhood with him the most of the time. I have heard his character called in question by individuals, who stated that they had doubts of his character for truth & veracity. Those doubts were limited to suits where his father (D. Chapman) was concerned.

In a suit, some years since where D. Chapman & Taylor were at issue, I felt it my duty to caution David Chapman, about calling his boys as witnesses, telling him it might injure them hereafter. His reply was that he would have his boys so well trained before court, that they would make no mistake. He also added that he would set by his lawyer & have the questions put in such a way that they would not be likely to cross themselves.

Question - Is his (Joshua's) character for truth and veracity as good as men in general?

Answer. It is not.

S. F. Chapman



Also John Sager of the County of Union, and of lawful age, being first duly sworn, as hereafter certified, deposes & says.

Question. Have you the means of knowing the general character of Joshua C Chapman for truth?—

Answer. I have known him from a small boy, & most of the time <sup>lived</sup> within 3 miles of him, & went to school with him 2 or 3 winters. I have frequently heard his character called in question, and for truth in cases, or suits where his father was concerned, it was considered not very good.

Question—Is his character for truth as good as men in general?;

Answer. It is not. John Sager

Also Aaron A. Doolittle, of the County of Union & And of lawful age, being first duly sworn, as hereafter certified, deposes and says.

Question. Have you the means of knowing the general character of Joshua C Chapman for truth?— Is it as good as men in general?.

Answer. I have known him for some 8 years, & have lived within a few miles of him, most of the time, <sup>part of the time</sup> within a mile, & have heard different individuals say that in suits where his father was implicated or concerned, they would be loth to believe him under oath, & from what I have heard say by individuals, I should think his character for truth & veracity, not as good as men in general.

Aaron D Doolittle

The defendant Henry S. Cary  
except to that part of the testimony  
deposition which gives the conversation  
and statements of Genia Chapman

July 24/49

Cole & Wetten

Atty for Cary

Recorded in court

Henry Elliot  
vs  
Henry S. Cary et al  
Depositions \$2.70

Cost Bill made  
Record



04

Deposition of Abram D. Chapman  
taken in a cause pending in the Court of  
Commons Pleas of Union County Ohio, (in Chancery)  
Wherin James Elliot is Complainant and  
Henry V. Carey and others are Respondents  
and for said Complainant in pursuance  
of the notice hereto attached, and at the  
time and place therein mentioned.

Complainant in person present. Respondents  
did not appear.

Said Abram D. Chapman  
of the County of Seneca, of lawful age  
being first duly sworn by me, as hereto  
certified, deposes as follows:

Question by Complainant.

Are you acquainted  
with the Parties to this suit?

Answer by the Witness.

I am.

Question by the same.

Do you know any thing  
about a certain promissory Note heretofore  
given by one Abram Chapman of Union County  
to David Chapman his brother; If yes, state  
all you know about said transaction?

Answer by the same.

I was present at a  
settlement made between said Abram Chapman  
and said David Chapman, which said settlement  
(as near as I now recollect,) was about two  
years ago and embraced many transactions, and  
said Abram Chapman fell in debt, to said David  
Chapman in the sum of Four Hundred dollars,  
for which amount, said Abram Chapman  
gave his Note to said David Chapman.



Said Note was payable at some future day (not exceeding one year from the date thereof) and the amount of said Note, was (as near as I now recollect) Four Hundred Dollars - or there about, and I rather think it was a little short of Four Hundred dollars.

Question by the same.

State if you know the fact, whether or not, said David Chapman took said Note into his possession immediately after the execution thereof, and what conversation, if any, took place between said David Chapman and yourself at that time, respecting said Note?

Answer by the same.

Said Note, (immediately after the execution thereof,) was delivered into the possession of said David Chapman, and at the same time, said David Chapman observed to me, that he would make an assignment of the said Note, to some person

Question by the same.

When did said settlement you speak of take place? Who was present at the time of making the same? When & where did said conversation take place, and who was present at that time, and what further was said by said David Chapman respecting assigning said Note?

Answer by the same.

Said settlement referred to, took place in the Presbyterian Meeting house near James Ewings residence in Union County, and besides the parties settling, Rev. Henry Shedd James Ewing a Mr. Miller from Marysville Silas G. Chapman, myself and others were present.



at the time of said settlement. And said conversation referred to, took place in said meeting house, and immediately after said settlement was accomplished and said Note was given and directly after the said persons who were present at the settlement had dispersed, there was no persons present at said conversation but David Chapman and myself; David took me aside, and told me as I before stated; and when he so told me, that he would make an assignment of said note to some person, I asked him, What person; and he then replied "I don't know; either Henry S. Carey, or Silas G. Chapman - I suppose Carey." "but, to which one of the two I make the assignment, that one, will show the note with the assignment to Abner; but the Note I shall carry with me to Iowa for if they to whom I owe security money find out that there is money in Abner's hands coming to me they will take a process of law to recover it and will distress Abner. It will not do for me to tell Abner this for if I should tell him - he cannot, (if legally called on) testify under oath, that there is no money in his hands coming to me; and I do not want Abner to be distressed. This is the substance of what was said at that time.

Question by the same.

Did or did not, said David enjoin secrecy on you as to what he was going to do with said Note

Answers by the same



He did enjoin Secrecy.  
Question by the same.

Have you any intent in the  
event of this suit.

Answer by the same

None whatever.

Question by the same.

Are you related in any way  
to said Chapman or said Carey

Answer by the same.

I am. Said David Chapman  
is my Uncle & the wife of said Carey is the  
daughter of David Chapman

Abner D Chapman.

I, G. V. Keen a Justice of the Peace  
in and for the township of Clinton, in  
the County of Seneca, State of Ohio, do hereby  
certify, that the above named Abner D  
Chapman 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 was reduced  
to writing by me, and was taken at the  
time and place specified in the notice  
hereto attached

In testimony whereof, I have  
hereunto set my hand, this 3  
day of May in the year 1849.

G. V. Keen J. P.



Served the within  
notice on us  
April 19<sup>th</sup> 1849

Cole & Smith  
Attys for Def.

James Elliott vs  
Henry Shavez et als

Common Pleas, of Union County,  
Ohio. In Chancery.

Depositions will be taken in this  
Case by the Complainant, at the office of the Clerk of the  
Court of Common Pleas of Seneca County, Ohio, in the Town  
of Tiffin, in said County, on the 3<sup>rd</sup> day of May next, between  
six A.M. and nine P.M. before competent authority.

Dated April 19<sup>th</sup> 1849

James Elliott By  
Allison & Henry, his Solrs.



The State of Ohio  
Seneca County

J. Henry Abbott Clerk of the Court  
of Common Pleas in and for the  
County of Seneca, State of Ohio

do hereby certify, that on the third day of May  
A. D. 1849, Gabriel V. Keen whose name is  
annexed to the foregoing Certificate, was a Justice  
of the Peace of the said County of Seneca,  
elected and qualified in due form of  
law.

Given under my hand and seal  
of office this third day of May A. D. 1849  
J. Henry Abbott, Clk  
Sen Com Pleas.

Costs of Deposition to wit:

Justice fees for writing 1.50

Subp. Swearing 20

A. D. Chapman Witness 50

Clerks fees 50

\$ 2.70 Paid by Complainant  
G. V. Keen J.P.

Left's proof —  
Depositions of  
W. W. Woods &  
Aunt H. Shedd

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Depositions of parties taken in cause  
pending in the <sup>Supreme</sup> Court of Union County  
Ohio <sup>in Chapman</sup> wherein James Elliott is Complain-  
ant and Henry S. Cary et. al. are  
Defendants - (for deft.) in pursuance  
of the notice hereto attached and at the  
time and place therein mentioned - both parties  
presently their Attorneys

You W. Woods of the County & State aforesaid of lawful  
age being first duly sworn as hereafter  
certified Deposes as follows  
question by Complainant. Have you at any  
time heard Abner Chapman say of this deft.  
talk concerning this case, if so state what that  
Conversations <sup>Complainant objects to this question</sup> <sup>induced</sup> <sup>5</sup> Abner Chapman  
during the trial before the common pleas  
excepted except to me in several conversations  
relative to the suit then pending, said he was  
sure that if justice was done in the case  
Elliott would sustain his suit

Question - Did he ever say he was ~~not~~ ~~prop~~ ~~himself~~ ~~in~~  
demeanor. - What sort of feeling did he manifest  
towards S. Chapman & Cary? And did he  
say any thing in regard to an arrangement with  
Elliott. Should she could make payment to Elliott  
with <sup>Complainant objects to this question also</sup> <sup>3</sup> <sup>4</sup> <sup>5</sup> <sup>6</sup> <sup>7</sup> <sup>8</sup> <sup>9</sup> <sup>10</sup> <sup>11</sup> <sup>12</sup> <sup>13</sup> <sup>14</sup> <sup>15</sup> <sup>16</sup> <sup>17</sup> <sup>18</sup> <sup>19</sup> <sup>20</sup> <sup>21</sup> <sup>22</sup> <sup>23</sup> <sup>24</sup> <sup>25</sup> <sup>26</sup> <sup>27</sup> <sup>28</sup> <sup>29</sup> <sup>30</sup> <sup>31</sup> <sup>32</sup> <sup>33</sup> <sup>34</sup> <sup>35</sup> <sup>36</sup> <sup>37</sup> <sup>38</sup> <sup>39</sup> <sup>40</sup> <sup>41</sup> <sup>42</sup> <sup>43</sup> <sup>44</sup> <sup>45</sup> <sup>46</sup> <sup>47</sup> <sup>48</sup> <sup>49</sup> <sup>50</sup> <sup>51</sup> <sup>52</sup> <sup>53</sup> <sup>54</sup> <sup>55</sup> <sup>56</sup> <sup>57</sup> <sup>58</sup> <sup>59</sup> <sup>60</sup> <sup>61</sup> <sup>62</sup> <sup>63</sup> <sup>64</sup> <sup>65</sup> <sup>66</sup> <sup>67</sup> <sup>68</sup> <sup>69</sup> <sup>70</sup> <sup>71</sup> <sup>72</sup> <sup>73</sup> <sup>74</sup> <sup>75</sup> <sup>76</sup> <sup>77</sup> <sup>78</sup> <sup>79</sup> <sup>80</sup> <sup>81</sup> <sup>82</sup> <sup>83</sup> <sup>84</sup> <sup>85</sup> <sup>86</sup> <sup>87</sup> <sup>88</sup> <sup>89</sup> <sup>90</sup> <sup>91</sup> <sup>92</sup> <sup>93</sup> <sup>94</sup> <sup>95</sup> <sup>96</sup> <sup>97</sup> <sup>98</sup> <sup>99</sup> <sup>100</sup> <sup>101</sup> <sup>102</sup> <sup>103</sup> <sup>104</sup> <sup>105</sup> <sup>106</sup> <sup>107</sup> <sup>108</sup> <sup>109</sup> <sup>110</sup> <sup>111</sup> <sup>112</sup> <sup>113</sup> <sup>114</sup> <sup>115</sup> <sup>116</sup> <sup>117</sup> <sup>118</sup> <sup>119</sup> <sup>120</sup> <sup>121</sup> <sup>122</sup> <sup>123</sup> <sup>124</sup> <sup>125</sup> <sup>126</sup> <sup>127</sup> <sup>128</sup> <sup>129</sup> <sup>130</sup> <sup>131</sup> <sup>132</sup> <sup>133</sup> <sup>134</sup> <sup>135</sup> <sup>136</sup> <sup>137</sup> <sup>138</sup> <sup>139</sup> <sup>140</sup> <sup>141</sup> <sup>142</sup> <sup>143</sup> <sup>144</sup> <sup>145</sup> <sup>146</sup> <sup>147</sup> <sup>148</sup> <sup>149</sup> <sup>150</sup> <sup>151</sup> <sup>152</sup> <sup>153</sup> <sup>154</sup> <sup>155</sup> <sup>156</sup> <sup>157</sup> <sup>158</sup> <sup>159</sup> <sup>160</sup> <sup>161</sup> <sup>162</sup> <sup>163</sup> <sup>164</sup> <sup>165</sup> <sup>166</sup> <sup>167</sup> <sup>168</sup> <sup>169</sup> <sup>170</sup> <sup>171</sup> <sup>172</sup> <sup>173</sup> <sup>174</sup> <sup>175</sup> <sup>176</sup> <sup>177</sup> <sup>178</sup> <sup>179</sup> <sup>180</sup> <sup>181</sup> <sup>182</sup> <sup>183</sup> <sup>184</sup> <sup>185</sup> <sup>186</sup> <sup>187</sup> <sup>188</sup> <sup>189</sup> <sup>190</sup> <sup>191</sup> <sup>192</sup> <sup>193</sup> <sup>194</sup> <sup>195</sup> <sup>196</sup> <sup>197</sup> <sup>198</sup> <sup>199</sup> <sup>200</sup> <sup>201</sup> <sup>202</sup> <sup>203</sup> <sup>204</sup> <sup>205</sup> <sup>206</sup> <sup>207</sup> <sup>208</sup> <sup>209</sup> <sup>210</sup> <sup>211</sup> <sup>212</sup> <sup>213</sup> <sup>214</sup> <sup>215</sup> <sup>216</sup> <sup>217</sup> <sup>218</sup> <sup>219</sup> <sup>220</sup> <sup>221</sup> <sup>222</sup> <sup>223</sup> <sup>224</sup> <sup>225</sup> <sup>226</sup> <sup>227</sup> <sup>228</sup> <sup>229</sup> <sup>230</sup> <sup>231</sup> <sup>232</sup> <sup>233</sup> <sup>234</sup> <sup>235</sup> <sup>236</sup> <sup>237</sup> <sup>238</sup> <sup>239</sup> <sup>240</sup> <sup>241</sup> <sup>242</sup> <sup>243</sup> <sup>244</sup> <sup>245</sup> <sup>246</sup> <sup>247</sup> <sup>248</sup> <sup>249</sup> <sup>250</sup> <sup>251</sup> <sup>252</sup> <sup>253</sup> <sup>254</sup> <sup>255</sup> <sup>256</sup> <sup>257</sup> <sup>258</sup> <sup>259</sup> <sup>260</sup> <sup>261</sup> <sup>262</sup> <sup>263</sup> <sup>264</sup> <sup>265</sup> <sup>266</sup> <sup>267</sup> <sup>268</sup> <sup>269</sup> <sup>270</sup> <sup>271</sup> <sup>272</sup> <sup>273</sup> <sup>274</sup> <sup>275</sup> <sup>276</sup> <sup>277</sup> <sup>278</sup> <sup>279</sup> <sup>280</sup> <sup>281</sup> <sup>282</sup> <sup>283</sup> <sup>284</sup> <sup>285</sup> <sup>286</sup> <sup>287</sup> <sup>288</sup> <sup>289</sup> <sup>290</sup> <sup>291</sup> <sup>292</sup> <sup>293</sup> <sup>294</sup> <sup>295</sup> <sup>296</sup> <sup>297</sup> <sup>298</sup> <sup>299</sup> <sup>300</sup> <sup>301</sup> <sup>302</sup> <sup>303</sup> <sup>304</sup> <sup>305</sup> <sup>306</sup> <sup>307</sup> <sup>308</sup> <sup>309</sup> <sup>310</sup> <sup>311</sup> <sup>312</sup> <sup>313</sup> <sup>314</sup> <sup>315</sup> <sup>316</sup> <sup>317</sup> <sup>318</sup> <sup>319</sup> <sup>320</sup> <sup>321</sup> <sup>322</sup> <sup>323</sup> <sup>324</sup> <sup>325</sup> <sup>326</sup> <sup>327</sup> <sup>328</sup> <sup>329</sup> <sup>330</sup> <sup>331</sup> <sup>332</sup> <sup>333</sup> <sup>334</sup> <sup>335</sup> <sup>336</sup> <sup>337</sup> <sup>338</sup> <sup>339</sup> <sup>340</sup> <sup>341</sup> <sup>342</sup> <sup>343</sup> <sup>344</sup> <sup>345</sup> <sup>346</sup> <sup>347</sup> <sup>348</sup> <sup>349</sup> <sup>350</sup> <sup>351</sup> <sup>352</sup> <sup>353</sup> <sup>354</sup> <sup>355</sup> <sup>356</sup> <sup>357</sup> <sup>358</sup> <sup>359</sup> <sup>360</sup> <sup>361</sup> <sup>362</sup> <sup>363</sup> <sup>364</sup> <sup>365</sup> <sup>366</sup> <sup>367</sup> <sup>368</sup> <sup>369</sup> <sup>370</sup> <sup>371</sup> <sup>372</sup> <sup>373</sup> <sup>374</sup> <sup>375</sup> <sup>376</sup> <sup>377</sup> <sup>378</sup> <sup>379</sup> <sup>380</sup> <sup>381</sup> <sup>382</sup> <sup>383</sup> <sup>384</sup> <sup>385</sup> <sup>386</sup> <sup>387</sup> <sup>388</sup> <sup>389</sup> <sup>390</sup> <sup>391</sup> <sup>392</sup> <sup>393</sup> <sup>394</sup> <sup>395</sup> <sup>396</sup> <sup>397</sup> <sup>398</sup> <sup>399</sup> <sup>400</sup> <sup>401</sup> <sup>402</sup> <sup>403</sup> <sup>404</sup> <sup>405</sup> <sup>406</sup> <sup>407</sup> <sup>408</sup> <sup>409</sup> <sup>410</sup> <sup>411</sup> <sup>412</sup> <sup>413</sup> <sup>414</sup> <sup>415</sup> <sup>416</sup> <sup>417</sup> <sup>418</sup> <sup>419</sup> <sup>420</sup> <sup>421</sup> <sup>422</sup> <sup>423</sup> <sup>424</sup> <sup>425</sup> <sup>426</sup> <sup>427</sup> <sup>428</sup> <sup>429</sup> <sup>430</sup> <sup>431</sup> <sup>432</sup> <sup>433</sup> <sup>434</sup> <sup>435</sup> <sup>436</sup> <sup>437</sup> <sup>438</sup> <sup>439</sup> <sup>440</sup> <sup>441</sup> <sup>442</sup> <sup>443</sup> <sup>444</sup> <sup>445</sup> <sup>446</sup> <sup>447</sup> <sup>448</sup> <sup>449</sup> <sup>450</sup> <sup>451</sup> <sup>452</sup> <sup>453</sup> <sup>454</sup> <sup>455</sup> <sup>456</sup> <sup>457</sup> <sup>458</sup> <sup>459</sup> <sup>460</sup> <sup>461</sup> <sup>462</sup> <sup>463</sup> <sup>464</sup> <sup>465</sup> <sup>466</sup> <sup>467</sup> <sup>468</sup> <sup>469</sup> <sup>470</sup> <sup>471</sup> <sup>472</sup> <sup>473</sup> <sup>474</sup> <sup>475</sup> <sup>476</sup> <sup>477</sup> <sup>478</sup> <sup>479</sup> <sup>480</sup> <sup>481</sup> <sup>482</sup> <sup>483</sup> <sup>484</sup> <sup>485</sup> <sup>486</sup> <sup>487</sup> <sup>488</sup> <sup>489</sup> <sup>490</sup> <sup>491</sup> <sup>492</sup> <sup>493</sup> <sup>494</sup> <sup>495</sup> <sup>496</sup> <sup>497</sup> <sup>498</sup> <sup>499</sup> <sup>500</sup> <sup>501</sup> <sup>502</sup> <sup>503</sup> <sup>504</sup> <sup>505</sup> <sup>506</sup> <sup>507</sup> <sup>508</sup> <sup>509</sup> <sup>510</sup> <sup>511</sup> <sup>512</sup> <sup>513</sup> <sup>514</sup> <sup>515</sup> <sup>516</sup> <sup>517</sup> <sup>518</sup> <sup>519</sup> <sup>520</sup> <sup>521</sup> <sup>522</sup> <sup>523</sup> <sup>524</sup> <sup>525</sup> <sup>526</sup> <sup>527</sup> <sup>528</sup> <sup>529</sup> <sup>530</sup> <sup>531</sup> <sup>532</sup> <sup>533</sup> <sup>534</sup> <sup>535</sup> <sup>536</sup> <sup>537</sup> <sup>538</sup> <sup>539</sup> <sup>540</sup> <sup>541</sup> <sup>542</sup> <sup>543</sup> <sup>544</sup> <sup>545</sup> <sup>546</sup> <sup>547</sup> <sup>548</sup> <sup>549</sup> <sup>550</sup> <sup>551</sup> <sup>552</sup> <sup>553</sup> <sup>554</sup> <sup>555</sup> <sup>556</sup> <sup>557</sup> <sup>558</sup> <sup>559</sup> <sup>560</sup> <sup>561</sup> <sup>562</sup> <sup>563</sup> <sup>564</sup> <sup>565</sup> <sup>566</sup> <sup>567</sup> <sup>568</sup> <sup>569</sup> <sup>570</sup> <sup>571</sup> <sup>572</sup> <sup>573</sup> <sup>574</sup> <sup>575</sup> <sup>576</sup> <sup>577</sup> <sup>578</sup> <sup>579</sup> <sup>580</sup> <sup>581</sup> <sup>582</sup> <sup>583</sup> <sup>584</sup> <sup>585</sup> <sup>586</sup> <sup>587</sup> <sup>588</sup> <sup>589</sup> <sup>590</sup> <sup>591</sup> <sup>592</sup> <sup>593</sup> <sup>594</sup> <sup>595</sup> <sup>596</sup> <sup>597</sup> <sup>598</sup> <sup>599</sup> <sup>600</sup> <sup>601</sup> <sup>602</sup> <sup>603</sup> <sup>604</sup> <sup>605</sup> <sup>606</sup> <sup>607</sup> <sup>608</sup> <sup>609</sup> <sup>610</sup> <sup>611</sup> <sup>612</sup> <sup>613</sup> <sup>614</sup> <sup>615</sup> <sup>616</sup> <sup>617</sup> <sup>618</sup> <sup>619</sup> <sup>620</sup> <sup>621</sup> <sup>622</sup> <sup>623</sup> <sup>624</sup> <sup>625</sup> <sup>626</sup> <sup>627</sup> <sup>628</sup> <sup>629</sup> <sup>630</sup> <sup>631</sup> <sup>632</sup> <sup>633</sup> <sup>634</sup> <sup>635</sup> <sup>636</sup> <sup>637</sup> <sup>638</sup> <sup>639</sup> <sup>640</sup> <sup>641</sup> <sup>642</sup> <sup>643</sup> <sup>644</sup> <sup>645</sup> <sup>646</sup> <sup>647</sup> <sup>648</sup> <sup>649</sup> <sup>650</sup> <sup>651</sup> <sup>652</sup> <sup>653</sup> <sup>654</sup> <sup>655</sup> <sup>656</sup> <sup>657</sup> <sup>658</sup> <sup>659</sup> <sup>660</sup> <sup>661</sup> <sup>662</sup> <sup>663</sup> <sup>664</sup> <sup>665</sup> <sup>666</sup> <sup>667</sup> <sup>668</sup> <sup>669</sup> <sup>670</sup> <sup>671</sup> <sup>672</sup> <sup>673</sup> <sup>674</sup> <sup>675</sup> <sup>676</sup> <sup>677</sup> <sup>678</sup> <sup>679</sup> <sup>680</sup> <sup>681</sup> <sup>682</sup> <sup>683</sup> <sup>684</sup> <sup>685</sup> <sup>686</sup> <sup>687</sup> <sup>688</sup> <sup>689</sup> <sup>690</sup> <sup>691</sup> <sup>692</sup> <sup>693</sup> <sup>694</sup> <sup>695</sup> <sup>696</sup> <sup>697</sup> <sup>698</sup> <sup>699</sup> <sup>700</sup> <sup>701</sup> <sup>702</sup> <sup>703</sup> <sup>704</sup> <sup>705</sup> <sup>706</sup> <sup>707</sup> <sup>708</sup> <sup>709</sup> <sup>710</sup> <sup>711</sup> <sup>712</sup> <sup>713</sup> <sup>714</sup> <sup>715</sup> <sup>716</sup> <sup>717</sup> <sup>718</sup> <sup>719</sup> <sup>720</sup> <sup>721</sup> <sup>722</sup> <sup>723</sup> <sup>724</sup> <sup>725</sup> <sup>726</sup> <sup>727</sup> <sup>728</sup> <sup>729</sup> <sup>730</sup> <sup>731</sup> <sup>732</sup> <sup>733</sup> <sup>734</sup> <sup>735</sup> <sup>736</sup> <sup>737</sup> <sup>738</sup> <sup>739</sup> <sup>740</sup> <sup>741</sup> <sup>742</sup> <sup>743</sup> <sup>744</sup> <sup>745</sup> <sup>746</sup> <sup>747</sup> <sup>748</sup> <sup>749</sup> <sup>750</sup> <sup>751</sup> <sup>752</sup> <sup>753</sup> <sup>754</sup> <sup>755</sup> <sup>756</sup> <sup>757</sup> <sup>758</sup> <sup>759</sup> <sup>760</sup> <sup>761</sup> <sup>762</sup> <sup>763</sup> <sup>764</sup> <sup>765</sup> <sup>766</sup> <sup>767</sup> <sup>768</sup> <sup>769</sup> <sup>770</sup> <sup>771</sup> <sup>772</sup> <sup>773</sup> <sup>774</sup> <sup>775</sup> <sup>776</sup> <sup>777</sup> <sup>778</sup> <sup>779</sup> <sup>780</sup> <sup>781</sup> <sup>782</sup> <sup>783</sup> <sup>784</sup> <sup>785</sup> <sup>786</sup> <sup>787</sup> <sup>788</sup> <sup>789</sup> <sup>790</sup> <sup>791</sup> <sup>792</sup> <sup>793</sup> <sup>794</sup> <sup>795</sup> <sup>796</sup> <sup>797</sup> <sup>798</sup> <sup>799</sup> <sup>800</sup> <sup>801</sup> <sup>802</sup> <sup>803</sup> <sup>804</sup> <sup>805</sup> <sup>806</sup> <sup>807</sup> <sup>808</sup> <sup>809</sup> <sup>810</sup> <sup>811</sup> <sup>812</sup> <sup>813</sup> <sup>814</sup> <sup>815</sup> <sup>816</sup> <sup>817</sup> <sup>818</sup> <sup>819</sup> <sup>820</sup> <sup>821</sup> <sup>822</sup> <sup>823</sup> <sup>824</sup> <sup>825</sup> <sup>826</sup> <sup>827</sup> <sup>828</sup> <sup>829</sup> <sup>830</sup> <sup>831</sup> <sup>832</sup> <sup>833</sup> <sup>834</sup> <sup>835</sup> <sup>836</sup> <sup>837</sup> <sup>838</sup> <sup>839</sup> <sup>840</sup> <sup>841</sup> <sup>842</sup> <sup>843</sup> <sup>844</sup> <sup>845</sup> <sup>846</sup> <sup>847</sup> <sup>848</sup> <sup>849</sup> <sup>850</sup> <sup>851</sup> <sup>852</sup> <sup>853</sup> <sup>854</sup> <sup>855</sup> <sup>856</sup> <sup>857</sup> <sup>858</sup> <sup>859</sup> <sup>860</sup> <sup>861</sup> <sup>862</sup> <sup>863</sup> <sup>864</sup> <sup>865</sup> <sup>866</sup> <sup>867</sup> <sup>868</sup> <sup>869</sup> <sup>870</sup> <sup>871</sup> <sup>872</sup> <sup>873</sup> <sup>874</sup> <sup>875</sup> <sup>876</sup> <sup>877</sup> <sup>878</sup> <sup>879</sup> <sup>880</sup> <sup>881</sup> <sup>882</sup> <sup>883</sup> <sup>884</sup> <sup>885</sup> <sup>886</sup> <sup>887</sup> <sup>888</sup> <sup>889</sup> <sup>890</sup> <sup>891</sup> <sup>892</sup> <sup>893</sup> <sup>894</sup> <sup>895</sup> <sup>896</sup> <sup>897</sup> <sup>898</sup> <sup>899</sup> <sup>900</sup> <sup>901</sup> <sup>902</sup> <sup>903</sup> <sup>904</sup> <sup>905</sup> <sup>906</sup> <sup>907</sup> <sup>908</sup> <sup>909</sup> <sup>910</sup> <sup>911</sup> <sup>912</sup> <sup>913</sup> <sup>914</sup> <sup>915</sup> <sup>916</sup> <sup>917</sup> <sup>918</sup> <sup>919</sup> <sup>920</sup> <sup>921</sup> <sup>922</sup> <sup>923</sup> <sup>924</sup> <sup>925</sup> <sup>926</sup> <sup>927</sup> <sup>928</sup> <sup>929</sup> <sup>930</sup> <sup>931</sup> <sup>932</sup> <sup>933</sup> <sup>934</sup> <sup>935</sup> <sup>936</sup> <sup>937</sup> <sup>938</sup> <sup>939</sup> <sup>940</sup> <sup>941</sup> <sup>942</sup> <sup>943</sup> <sup>944</sup> <sup>945</sup> <sup>946</sup> <sup>947</sup> <sup>948</sup> <sup>949</sup> <sup>950</sup> <sup>951</sup> <sup>952</sup> <sup>953</sup> <sup>954</sup> <sup>955</sup> <sup>956</sup> <sup>957</sup> <sup>958</sup> <sup>959</sup> <sup>960</sup> <sup>961</sup> <sup>962</sup> <sup>963</sup> <sup>964</sup> <sup>965</sup> <sup>966</sup> <sup>967</sup> <sup>968</sup> <sup>969</sup> <sup>970</sup> <sup>971</sup> <sup>972</sup> <sup>973</sup> <sup>974</sup> <sup>975</sup> <sup>976</sup> <sup>977</sup> <sup>978</sup> <sup>979</sup> <sup>980</sup> <sup>981</sup> <sup>982</sup> <sup>983</sup> <sup>984</sup> <sup>985</sup> <sup>986</sup> <sup>987</sup> <sup>988</sup> <sup>989</sup> <sup>990</sup> <sup>991</sup> <sup>992</sup> <sup>993</sup> <sup>994</sup> <sup>995</sup> <sup>996</sup> <sup>997</sup> <sup>998</sup> <sup>999</sup> <sup>1000</sup> <sup>1001</sup> <sup>1002</sup> <sup>1003</sup> <sup>1004</sup> <sup>1005</sup> <sup>1006</sup> <sup>1007</sup> <sup>1008</sup> <sup>1009</sup> <sup>1010</sup> <sup>1011</sup> <sup>1012</sup> <sup>1013</sup> <sup>1014</sup> <sup>1015</sup> <sup>1016</sup> <sup>1017</sup> <sup>1018</sup> <sup>1019</sup> <sup>1020</sup> <sup>1021</sup> <sup>1022</sup> <sup>1023</sup> <sup>1024</sup> <sup>1025</sup> <sup>1026</sup> <sup>1027</sup> <sup>1028</sup> <sup>1029</sup> <sup>1030</sup> <sup>1031</sup> <sup>1032</sup> <sup>1033</sup> <sup>1034</sup> <sup>1035</sup> <sup>1036</sup> <sup>1037</sup> <sup>1038</sup> <sup>1039</sup> <sup>1040</sup> <sup>1041</sup> <sup>1042</sup> <sup>1043</sup> <sup>1044</sup> <sup>1045</sup> <sup>1046</sup> <sup>1047</sup> <sup>1048</sup> <sup>1049</sup> <sup>1050</sup> <sup>1051</sup> <sup>1052</sup> <sup>1053</sup> <sup>1054</sup> <sup>1055</sup> <sup>1056</sup> <sup>1057</sup> 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questions by J. W. C. & Co. and you have been  
acquainted with the pecuniary circumstances of Mr  
Cooper. & if so what would a claim on his  
worth for such a sum. I had a  
note on Cooper for about 100 dollars  
I could not do get any property on the  
Execution except about some few  
I owed Chapman subsequently gave me his  
note for the judgment on Cooper's  
I did not then consider him good  
for his debts and was not considered  
by his neighbors to be worth any thing  
This was about ten years since. Since that  
time I have had but little deal with  
him. I have a note on him now I do  
not think it good for the face but I  
believe he improved a little in property  
or owed less debts in the last seven or eight  
years he is now he is not considered  
by his neighbors now to be a safe man  
to trust

Question. You speak that W. Chapman and he  
would not believe S. Chapman & his boys  
under oath & now please state how long  
you have been acquainted with S. Chapman  
& his boys. & I have you heard any one  
else impeach the veracity of S. Chapman or  
his sons. & what has been their reputation  
on their behalf? I have known David  
Chapman from the time I was a small boy  
up to the time he failed he was considered  
a very honest and good man I never heard  
any thing against them except until this  
difficulty and that was by Abner Chapman  
one a person engaged in the case I never  
knew any person say any thing against the boys  
except by Abner Chapman.



Answer. I am acquainted with them - and they  
are  
question. Are you acquainted with David Chapman  
son of Joseph E. Chapman, & do you know by  
means of knowing his reputation for  
truth, if so please state

Answer - I am acquainted with him - for  
the last two or three years have known but little  
about his reputation for truth - for five years  
previous his reputation for truth was good -  
as it respects the present time - I know nothing  
against his character for truth -

Cross Exam. How near have you lived to ~~David~~  
Joseph E. Chapman - within say the last 5 or 6 years  
Ans. I ~~have~~ lived 11 or 12 miles from his Father  
until his father and family moved to the West  
since that Joseph E. Chapman has been part of  
the time at the West & part of the time at his old  
neighborhood. For 8 years ending last April  
I preached regularly as often as once a month  
and for a part of the time often at the Meeting  
house in that neighborhood & was well acquainted  
in the family & neighborhood generally

Question. At the time of the settlement you speak  
of between David & Abner - you say, Abner  
disputed some of David's claims - did not  
David claim <sup>what a</sup> much ~~larger~~ greater  
amount was due him, than was allowed  
by you?

Ans - I do not recollect that he did except  
some considerable amount of interest which was  
not allowed -

Question. Do you recollect the amount of interest

I have lived for the last eight years  
about ten or eleven miles from Bow River  
I have not had any Personal acquaintance  
with his boys with the that term I supposed  
them to be a good honest family -

A.M.W.

At the same time I place on record Henry Reed  
of the County of <sup>of Campbell Co</sup> ~~of Campbell Co~~ who being duly sworn  
as hereinafter certified, deposes as follows  
Question by Deft. - State if you were present  
at a settlement between Abram Chapman and  
David Chapman some 2 or 3 <sup>ago</sup> years, which  
resulted in a balance due said D Chapman  
to you where a note was given for near  
\$400. - State if each party had claims  
against the other & whether said A. Chapman  
was not disputing the claims of said D  
Chapman?

Answer - I was present at the time of  
the settlement referred to -

They had claims against each other of long stand-  
ing. At the time of the settlement their claims  
were submitted to me as one of the Arbitrators  
A. Chapman disputed many of the claims of  
D. Chapman alleging that he had paid them  
but not producing the evidence of their payment  
the claims were allowed.

Question Are you acquainted with Abram & Chapman  
along with Chapman's and Samuel D Chapman  
& if so - state if they are the sons of Abram  
Chapman -



he claimed as due. which was not allowed  
Ans. I do not.

Henry Shedd

I James Sumner a Justice of the peace in  
and for the Township of Paris in the County  
of Union Ohio do hereby certify that the  
depositions named W W Woods and Henry Shedd  
were by me first duly sworn to testify the  
truth the whole truth and nothing but  
the truth and that the foregoing depositions  
by them respectively subscribed were reduced  
to writing by the witness and were taken  
at the time & place specified in the  
inclosed notice.

In testimony whereof I have  
hereunto set my hand this 24<sup>th</sup> day  
June 1850

James Sumner

Justice of the peace

| Fees                   |               |
|------------------------|---------------|
| Justice court & Sumner | \$1.00        |
| Const Mr Miller        | 25            |
| Witness W W Woods      | 50            |
| H Shedd                | 50            |
|                        | <u>\$2.25</u> |

Self paid Henry Shedd his fee

I acknowledge Service  
of the within

June 20 1850

Miss Ann  
City of Concord

*[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page.]*



H. S. Cary, et al.,  
vs  
James R. Matt

In Chancery Supreme Court  
Monroe County Ohio

Depositories will take in this  
case of the Defendant (H. S. Cary) at  
the office of James Turner Esq. in Mayville  
Monroe County Ohio on the 2<sup>nd</sup> day of June  
1850 between 6 A.M. & nine P.M.

Dated June 19. 1850

W. B. Leake Sol.

for Cary -

Filed June 21. 1850  
James Kin Rader cR

Clerk of the Supreme Court  
Mason County Ohio

Spencer at request of Deft. atty  
J. Kin Rader cR

James  
Ellist  
As Deft's atty  
Henry & Cory Black



Page No. 4 of 11  
Chapman's Dep.

Deposition in the case of  
Geo Elliot vs H. S. Cary et al  
Filed May 22, 1849  
James Kirkcaldy Clerk

James Esq, A. Kirk - A. H. Chapman's  
Depositions

Opened at Request  
of Plaintiff's atty  
J. P. Kirkcaldy clerk

Clerk of Court Com. Pleas  
Union Co.  
Miss

Also Alonzo W. Chapman of the County of Union, and of lawful age, being first duly sworn, as hereinafter certified, deposes & says.

Question by Complainant's Counsel:— State all you know about a settlement between Abner Chapman and the Defendant David Chapman; that is the time and manner of said settlement?

Answer:— Sometime in the Spring of 1847. David & Abner Chapman had a settlement, & Abner Chapman gave David Chapman a note for the amount due. I do not remember the amount. Perhaps it was two hundred & fifty, or three hundred & fifty dollars. It is my impression the amount found due was between three & four hundred dollars.

Ques. by same. State what you know about the subsequent disposition of that note, by said David Chapman and others?

Answer:— In a conversation with David Chapman he wished me to tell Abner Chapman that this note he held against him was or should be left with Silas G. Chapman, in order that said Abner Chapman need not be pushed. He told me that there were security debts standing against himself, & if it were known that Abner Chapman was indebted to him, said Abner Chapman would be quarantined & distrained for the money. He said he wished to secure himself also. He did not mean to pay his security debts, but meant to pay all debts of his own contracting.

Ques. by same. At what time did this conversation take place? and ~~was~~ was the note mentioned in it the same note referred to in your last preceding answer?

Answer:— As near as I can recollect, this conversation took place in the month of May 47. It must have been the



same note for he held no other note against my father  
to my knowledge.

Proved examined by dependent Counsel

Has there not been a family difference between  
your father & your Chapman & David Chapman, if so  
have not you participated in the same?

Answer:— There has been a difference between my father  
& your Chapman & my Uncle David Chapman, &  
my sympathies were with my father.

Question by the same

Was the family difference of which you have  
spoken prior or subsequent to the time your father gave  
the note to David Chapman, which you referred to in  
your examination in chief?

Answer:— The difference of which I spoke was  
prior to the time my father gave the note.

The difficulty has not been settled; at least there has  
not been a personal reconciliation.

Question by the same

Have you not expressed publicly, &  
deem that the note referred to, should be paid over to the  
Comptrolment Elliott, instead of Henry S. Cary, and  
are you not at this time ~~business~~ prejudiced against  
Sept. Cary?

Answer:— (Counsel for Plff. objects to latter clause of  
the preceding question)

I do not remember where or where I have ~~publicly~~  
<sup>what I call a public</sup> expressed ~~my~~ opinion on the matter. I have talked  
the matter over in my father's family. I have told our  
family that I would as leave Mr Elliot would collect  
the amt of the note as for Mr Cary, to collect it.

I have no personal difficulty with Mr Cary. I do  
not like his behaviour. I think he might have got  
along without suing my father. I cannot feel toward



Depositions of witnesses taken in a cause pending in the Chancery side of the Court of Common Pleas Union County, Ohio, wherein James Elliot is Complainant, and Henry S. Cary et als are defendants, by common consent of the parties, Cary for plaintiffs, & Witter for defendants being present.

~~Question by Witter~~ James Guy of the County of Union, of lawful age, being first duly sworn by me, as hereafter certified deposes & says

Question by Witter;— Do you know any thing about the business transactions of the debt, Henry S. Cary, & David Chapman? If so please state what.

Answer— At the time I went east with Mules I hired Henry S. Cary for Chapman. I was authorized by David Chapman to do so, as he was sick himself. He was employed, as near as I can recollect about ninety days. The sum was not agreed upon. I offered him one dollar per day, but he would not agree to take it. He wanted one dollar fifty ct & agreed that he & Chapman would settle the matter between themselves. I did not pay them any money except about twenty dollars for expence money, & he came home by publick conveyance. Four years ago, I think it was Chapman told me that Cary had not got his wages, & Chapman wanted to borrow money of me to pay him. I thought it was worth one dollar per day & found. I do not know that Chapman has paid him yet. I know of no other deal between them (Council for P'ty objects to witness stating what Chapman said.)

Quest. by Witter— How did Elliot's claim, on Chapman arise? Answer; The claim of Elliot arose from the fact that Chapman was security for me, on a debt from me to Elliot.

Cross examination by P'ty. Council

Quest<sup>n</sup>— You say above that Cary's services were worth



One dollar per day. Could not good hands for that work have been had for less wages? And if so how much less? And if others could thus have been had, why was it proper to give that amount to Cary?

Answer:— Good hands could have been got for less. I paid other hands twenty dollars per month & found horses. Cary found his own horse. I do not suppose that I could have got a good hand for less than one dollar per day, if they had known what they would have to do. We generally make about 5 or 6 dollars difference between a footman & a hand that finds his own horse. The hands had to be up a good deal at night. Cary took his turn with the rest of the hands. I did pay James Miller one dollar & 75/100 per day. He would not leave his farm for less & we wanted good & trusty hands. He furnished his own horse. I considered Cary as good a hand as Miller. He had but one other hand & he was a drunken fellow, but by watching him I could keep him sober.

James Gay

Also Archibald W. Rile of the County of Union, and of lawful age, being first duly sworn, as hereinafter certified deposes & says.

Question by Complainant's Counsel: Are you acquainted with the defendant Henry D. Cary? If so, state what you know about his pecuniary condition?

Answer:— I knew Mr Cary about 7 or 8 years ago. I considered him a poor man. I do not know anything about his property abroad at that time or since. He may, or he may not have made property since that time.

A. W. Rile



him as though he had proceeded differently.  
Question by Complainant's Counsel. You have said  
above that you had expressed your feeling to be that you  
would as lief that Elliot should collect the said  
note as Cary, and also, that you do not like  
Cary's behavior = Now, please state why you  
have so expressed yourself, & why you dislike  
Cary's behavior?

Answer:— Among the many reasons that obtain  
with me I do not believe that the sale (Uncle David <sup>Chapman</sup> made  
of this note to Cary, was a righteous one. I believe it  
was made for the purpose of preventing his creditors  
from collecting it. Such sentiments I believe I express  
in my father's family, that the pay was going to Uncle  
David, <sup>Chapman</sup> as I believed. I have also stated that if Uncle  
David <sup>Chapman</sup> had obligated himself as a security he ought  
to stand good for the amount, as much as any other  
debt. I do not like Cary's behaviour, on account of  
the appearance of smuggling in the matter. What I  
mean by smuggling is the passing the note into Cary's  
hands for the purpose of defrauding creditors.

(Defendant's Counsel objects to the witness telling what  
he believes)

Ques. by same. You have stated above that there was  
a difference between David Chapman and your  
father, <sup>father</sup> that your sympathy was with  
your father. Now please state whether there  
= has been any interruption of friendly intercourse  
between said David & yourself, or any personal  
hostility?

Answer— I continued in business with David  
Chapman & done work for him up to the time of his  
leaving this country. There was a bal. in my favour  
on settlement, which he did not expect. But the



<sup>matter</sup> was amicably arranged so that there was no personal hostility between us.

A. H. Chapman

J. T. M. Ewing, a justice of the peace in & for the townships of Jerome, in the County of Union, Ohio, do hereby certify that the above named James Guy, Al Nile, and Alonzo H. Chapman, were by me first duly sworn to testify the truth, the whole truth, & nothing but the truth, & that the foregoing depositions, by them respectively subscribed, were reduced to writing by me, & were taken by mutual consent of parties, form of notice being waived.

In testimony whereof, I have hereunto set my hand this 27<sup>th</sup> day of May / 47.

J. T. M. Ewing J. P.

Counsel for the Parties hereby waive all objection to the foregoing depositions, growing out of the order, & manner of calling the witnesses, & including testimony for both parties in the same paper.

Allison & Turner  
Attys for Compl.

Cole & Miller  
Attys for Deft.

None of us objects to any testimony coming the evidence of S. Chapman to ~~any~~ prejudice her case,

By Cole & Miller  
her Attys.

Costs which accrued at the taking of the preceding deposition

20<sup>00</sup> Subpoena for 3 wit.

50 Service of Subpoena by A. W. Kile Court.

Witness fees

50 James Guy,

50 A. W. Kile

50 Monroe H. Chapman

125 Writing depositions

12 Swearing 3 witnesses

\$ 3.57<sup>1</sup>/<sub>2</sub>





Remd over

April 7 1849

P. J. Leale

City for Sept



James Elliott  
<sup>vs</sup>  
Henry & Carey et al

Common Pleas of Union County,  
Ohio. In Chancery.

Depositions will be taken in this  
Case, by the complainant, at the Office of John H Norton  
J. P. in the Township of Darby, in the County of Madison and  
State of Ohio, on the seventeenth day of April A. D. 1849, between  
the hours of ~~nine~~ nine A. M. and nine P. M.

Dated April 7<sup>th</sup> 1849

James Elliott  
By Allison & Curry his Solrs.



Deposition of witness taken in a cause pending  
in the Court of Common Pleas, in and for the County  
of Union, and State of Ohio, wherein James Elliott  
is complainant, and Henry Sherry and others  
are defendants, and for said complainant in  
pursuance of the notice hereto attached, and at  
the time and place therein mentioned, the Com-  
plainant being present.

Silas P. Chapman of the County of Madison, of  
lawful age, being first duly sworn by me, as  
hereafter certified, deposes as follows:

Question. Do you know anything about a note  
given by Abner Chapman to David Chapman  
upon which suit was lately brought in Union County  
Common Pleas? If so, did you ever hold the said note  
and upon what terms? From whom did you get it,  
and what did you do with it, state upon your oath  
all you know about it.

Answer.

Answer. I did know about a note given by Abner  
Chapman to David Chapman for some near four  
hundred Dollars. I once held said note about two  
years ago at that time I held a note against Joshua  
& Chapman and <sup>David Chapman</sup> his father security on said note  
David Chapman did trade to me the four hundred  
Dollar note for which I gave up the note that I held  
against him and his son and agreed to pay him the  
difference between the two notes. I held the said  
note some two weeks and then traded it back to  
David Chapman.

Question. What relation are you to the defendant David Chapman?

Answer. David Chapman and my father were cousins.



Question. You say you ~~did not~~ to pay to David the difference between the ~~two~~ \$400 note. Did you pay the difference, or did you secure the payment in any way?

Answer - I did not pay the difference but agreed to give my note for it.

Question - Where were you when you traded notes, and delivered them up to each other?

Answer - at my house in the Town of Pleasant Valley

Question. How far did David live from you at that time?

Answer - about  $\frac{1}{2}$  or a mile.

Question. What was the reason, that you did not give your note for the difference at the time you exchanged notes?

Answer - I do not have any particular reason only David told me that it would do any time before he went to Iowa.

Question. You say, that after holding the \$400 note, ~~for~~ at two weeks, you traded it back to David, what did you get for it?

Answer - David Chapman paid me the amount of the <sup>Small</sup> note and I gave him the large note.

Question - Did he not give you back the ~~note~~ \$30. note, at the time you delivered back to him the \$400.00 note?

Answer - I do not know of my taking the Small note back but presume that I saw it at the time.

Question! How, and when did you get pay for the \$30. note?

Ans. by giving me a judgment on Simon Shower for some fifty or sixty Dollars and my paying him the difference about the time I am not certain whether it was at the time, or some time after. I gave him back the 400 Dollar note.

Question. Do you know what David Chapman did with the \$400. note, after you gave it back to him?

Ans - I know nothing of the 400 Dollar note until the winter following when David returned from Iowa and he told me that he had sold the note to Henry S. Cary. This was about one year ago this last February.



Question. Do you know the said Henry Carey? If so what relation (if any) is he to David Chapman?

Ans. I do know him and that he is Son-in-law to David Chapman.

Question. Do you <sup>know</sup> what the pecuniary circumstances of Carey has been for the last two years?

Answer. I do not in particular I heard him state about one year ago that it had cost him an great deal of money to go through with his Study of medicine.

Question. Did you ever hear Carey say anything, directly or indirectly, that was inconsistent with his being the owner of the \$400 note in good faith? Ans.

I did not

Question. Did you ever say to any person during the time you held the \$400 note, that you only had it to collect for David Chapman?

Answer. I do not recollect of ever making any such statement

Question. Did you at that time, or thereabouts, have any other claims belonging to David Chapman, or that you received of him? Answer.

Ans. Since I do not recollect of holding any claims that were in favor of David Chapman.

Question. Did you ever then receive from Henry S. Carey any claims that originally belonged to David Chapman. If so, what? - to what amount, and what were you to do with it.

Answer. I received of Henry S. Carey a judgment in favor of David Chapman against Wm. Cooper and assigned to said Carey from David Chapman to the amount according to my best recollection to some Sixty or Seventy Dollars, or Eighty Dollars.

Question. When you received the \$400. note of David Chapman, did you first propose the matter to him, or he to you; state all the circumstances.

Answer. He offered to leave the state with me for to collect and pay over to him, the said Chapman



and when I first received the note I received from that person and some days after Chapman came to my house and said that he was a going away to be gone some time and life was uncertain and that he ought to have some writings about the note and then we entered in to the first agreement stated  
Question. How long has Carey been practicing medicine  
Ans. it is near two years.

Question. Did he move to Iowa in company with David Chapman - Ans. all I know about it is, that they entered in company together.

Question. Do you know when Carey got said note of Chapman - Ans. I do not.

Question. When was the judgment against Lincoln shown rendered - and in whose favor - Answer Two year and half or more and probably more than three and rendered in favor of David Chapman  
S. G. Chapman

I, John H. Horton, a justice of the Peace in and for the township of Carby, in the County of Madison Ohio, do hereby certify, that the above named Dr. Silas G. Chapman was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing deposition by him subscribed, was reduced to writing by me, and was taken at the time and place specified in the inclosed notice. In testimony whereof, I have hereunto set my hand this 17<sup>th</sup> day of April A.D. 1849.

John H. Horton J.P.

Fees. S. G. Chapman \$0.50  
Constable - 20  
my fees & deposition 62 1/2  
\$1.32 1/2

Recd the above fees in full of James A. Little  
John H. Horton J.P.



Supreme Court Case File

Case No. 1850-SC-0001

No. 50-50-1

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# Union Common Pleas Court

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---

Joseph Chrisman  
Plaintiff,

against

John Turner  
Defendant.

**MAY TERM, 1849**

Judg vs. Defendant  
\$ 32. <sup>74</sup>/<sub>100</sub>

Journal 4

Page 201

Record No. 5

Page 349

Ex. Doc.

Page



Taken, signed and acknowledged, on this 12th day of  
August AD 1847 before me James M. Wilkinson J.P.

The State of Ohio. Union Grant Township, ss.

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

James M. Wilkinson J.P.  
of the Township aforesaid

Union Court Files

Joseph Brissonan admr  
of the Estate of John Moore decd

vs  
John Turner

Transcript

Filed Oct. 6<sup>th</sup> 1847

John Cassel, clerk

Cost paid  
Secord

Recorded

Amount due Sept Term  
1847 \$33.64



The State of Ohio Union County Paris Township, ss.

Joseph Crisman  
Administrator of the Estate  
of John Moore deceased

vs  
John Turner

Debt \$31.69

Interest

Plaintiffs costs

Issuing summons 12½  
adjournment 10  
Judgment 25  
Swearing Witness 4  
Court during summons 20  
Witness J. T. Fisher 25

Defts costs

Iss entering satisfaction 10  
Bail 25  
Transcript 3¼

Suit brought on note which reads \$21.75-10  
one day after Date I promise to pay John Moore  
or bearer twenty one dollars and forty six cents  
value received as witness my hand and seal  
this 10th day of March 1834. Witness John Turner  
Endorsed "March 30th 1834. by Cash or Quilla \$4.00"  
April 29, 1847 issued summons and delivered  
the same to William Wells Constable for the appearance  
of the defendant May 4, 1847 at 9 o'clock A.M.  
May 3, 1847. Summons returned endorsed  
"served by reading to Defendant, fee serves 10  
miles 10. May the 1, 1847 Wm Wells Const  
May 4, 1847, 9 o'clock A.M.

This day came the parties the plaintiff  
by J. T. Fisher his attorney, The Defendant in person  
and by agreement of Parties this cause is adjourned  
for trial on the third day of August 1847 at  
9 o'clock A.M.

August 3, 1847, 9 o'clock A.M. Parties appeared  
trial had, J. T. Fisher sworn and examined on the part of the  
plaintiff. It is therefore considered by me that the said Joseph  
Crisman administrator of the Estate of John Moore deceased recover of  
the said John Turner the sum of Thirty one dollars and six nine  
cents. And his costs here in taxed at Eighty six and one half cents  
Notice of appeal by Defendant.

In the action of Joseph Crisman administrator of the  
Estate of John Moore deceased against John Turner, I James Turner acknowl-  
-edge myself bail for the appellant in the sum of twenty five dollars to  
be levied of my goods and chattels, lands and tenements in case the  
appellant shall be condemned in the action and shall fail to pay  
the condemnation money and costs that have accrued, or may  
accrue in the Court of Common Pleas. James Turner



Booker with his Book (now gone to the Court Ben Brown)  
and then once there delivered the same to the said John  
Mason, one Thayer became himself to pay to the said John  
Mason or bearer hereof, one dollar and fifty cents  
in one day after the date thereof, which said one dollar and  
fifty cents; yet the defendant hath not paid the said sum  
of money, nor any part thereof to the said John Mason  
in his lifetime or to the Plaintiff or administrator or  
opriceor, since his death, for the damage of the  
Plaintiff or administrator or opriceor of fifty  
dollars one shilling he being his debt  
And the said Plaintiff brings hereunto with the letters  
of administration of the said John Mason at the time of his death, one  
which letter was, after the death of the said John Mason  
& not on the 3<sup>d</sup> day of July 1839, granted by the Court  
of Common Pleas of Madison County, Ohio, to the Plaintiff  
in due form of law, and some other sufficient evidence  
to the said Court him of the said grant of administration to  
the Plaintiff

By ~~J. F. Adams~~ his atty

Joseph C. Dawson admsr

John Mason

vs in debt

Filed Nov 5 1847

John Cassie clk

Recorded in Com Pleas  
Vol 5, page 349, to 353.



And also for that whereas the defendant on the first day of March A.D. 1847 at the County of Union aforesaid was indebted to the said plaintiff as administrator of aforesaid in fifty dollars for the price and value of goods then and there bought and sold by the plaintiff as administrator of aforesaid to the defendant at his request

And in fifty dollars for the price and value of goods then and there sold and delivered by the plaintiff as administrator of aforesaid, to the defendant, at his request, And in fifty dollars for money then and there lent by the plaintiff as administrator of aforesaid to the defendant at his request

And in fifty dollars for money then and there paid by the plaintiff as administrator of aforesaid for the use of the defendant at his request

And in fifty dollars for money then and there received by the defendant for the use of the plaintiff as administrator of aforesaid. And fifty dollars for money found to be due from the defendant to the plaintiff as administrator of aforesaid on or account thereof then and there stated between them And whereas the defendant afterwards, on the fifth day of March A.D. 1847 at the County of Union aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff as administrator of aforesaid 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 plaintiff as administrator of aforesaid fifty dollars and thereupon he brings suit



The State of Ohio, Court of common pleas of the Term of  
Union County ss } October A D 1847

Joseph Christman administrator of the  
goods & estate ~~which~~ <sup>was</sup> of John Moore, deceased, at the time  
of his death, who died intestate, by J. T. Fisher his attorney  
complains of John Turner in a plea of debt For that  
whereas the defendant, on the tenth day of March A D 1834  
at the County aforesaid by his certain writing obligatory  
commonly called a single bill, sealed with his seal  
and now here to the court shown, the date whereof is the day one  
year aforesaid, bound himself to pay to <sup>the said</sup> John Moore, <sup>or bearer</sup> twenty one  
dollars one penny <sup>and</sup> five cents, one day after the date thereof, which  
period hath now elapsed; whereby an action hath accrued  
to the said John Moore to demand one dose of the defendant  
said sum of money; yet the defendant hath not paid  
the same or any part thereof, to the said John Moore in his  
lifetime or to the plaintiff or administrator <sup>since his death</sup> of aforesaid  
to the damage of the plaintiff or administrator or aforesaid  
of fifty dollars, therefore he brings his Suit

And also for that whereas the defendant on the tenth  
day of March A D 1834 at the said County of Union by his  
certain other writing obligatory, commonly called a  
single bill, sealed with his seal, and now here to the  
court shown, the date whereof is the day one year aforesaid  
bound himself to pay to <sup>the said</sup> John Moore or bearer twenty  
one dollars one penny <sup>and</sup> five cents, one day after the date  
thereof, which period hath now elapsed whereby an  
action hath accrued to the plaintiff or administrator  
or aforesaid <sup>to demand one</sup> dose of the defendant, said sum of  
money yet the said defendant hath not paid the  
same or any part thereof, to the plaintiff or administrator  
or aforesaid, <sup>since his death</sup> to the damage of the plaintiff or adm-  
istrator or aforesaid of fifty dollars, therefore he brings

And also for that whereas the defendant on the  
tenth day of March A D 1834, at the said County of Union  
made his certain other writing obligatory of that date

Filed Feb 29, 1850  
L. A. Kirkwood for CLK





Union Sup Court

---

Joseph Chrisman Adm<sup>r</sup>  
of the Estate of John Moore dec<sup>d</sup>

vs  
John Turner

---

Bond in Error

Filed February 23, 1850  
James Kirk Rodey Clerk



Know all men by these presents that we  
John Turner and Aquilla Turner  
of Union County Ohio. are held and firmly bound  
unto Joseph Christman Administrator of the Estate of  
John Moore decd. in the penal sum of Eighty 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 **2<sup>th</sup>** day of January AD 1850

The Condition of the above obligation is such, that  
whereas the said John Turner has sued out a  
Writ of Error upon a certain judgment rendered in  
the Court of Common Pleas within and for said  
County of Union at the May Term thereof AD 1849  
in favor of the said Joseph Christman Administrator  
of the Estate of John Moore deceased, and against  
the said John Turner for the sum of thirty two  
dollars and seventy four cents damages, and  
also for eight dollars and twenty cents costs:  
Now if the said John Turner shall pay the condem-  
nation money and costs, in case the said 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.

John Turner <sup>Seal</sup>  
Aquilla Turner <sup>Seal</sup>

Approved February 23. 1850  
James Kirkkade for Clerk Sup. }  
Court Union County }

It appears from the Docket that P B Wilcox Esq  
one of the counsel for John Moore's Adm<sup>r</sup> paid the  
docket fee in this case

J C Thomas W<sup>m</sup>  
Supt of Ohio



March 30<sup>th</sup> 1834

By cash for quills

\$4.00

had amount received on the within  
note for \$31.69 and sent before me  
August 3. 1847. J. Marshall, Milltown, N.Y.

Henry J. Rice Mission to China,

Filed Oct. 6<sup>th</sup>

John

1847, Clerk

Filed Oct. 6<sup>th</sup> 1847  
John Marshall  
John Marshall

\$  $\frac{21^{46}}{100}$

No.

One DAY AFTER DATE, I PROMISE TO PAY

John Mason

or bearer, twenty one **DOLLARS** and forty six Cents, value

received as witness my hand and seal this 10<sup>th</sup> day of March 1834

WITNESS,

John Turner





London Nov 26 1849

Mr Correll sir

You will please give the bearer  
a statement in writing how the case of Shurmon  
~~and~~ Adm of Mann & Turner was decided by  
the Court Judge Robert told me it was  
decided in favor of the plaintiffs but did  
I know the amount of the Judgment, you  
will also issue Execution on the Judgment,  
F. L. Fisher

Jacob Christian Adams

+

no

John Turner

(A)



Copy

United States District Court, }  
District of Ohio } In Bankruptcy.

John Turner of Union County, a bankrupt, having filed his petition, praying to be discharged in full from all his debts, and for a certificate of such discharge pursuant to the act of Congress, entitled "An act to establish a uniform system of Bankruptcy throughout the United States," approved August 19, 1841. And it appearing to the Court upon the said petition, and the report of the clerk and assignee accompanying the same, that the said bankrupt has bona fide surrendered all his property and rights of property, (with the exception of such articles as were designated and set apart by the assignee, and his household and kitchen furniture,) and that the said bankrupt has fully complied with and obeyed all the orders and directions, which have from time to time been passed by this Court, and has otherwise conformed to all the requisites of said act, and that no written dissent to such discharge has been filed by a majority in number and value of his creditors who have proved their debts; and no cause being now shown to the Court why the prayer of the petitioner be not granted; It is therefore, by virtue of the act aforesaid ordered, decreed, and allowed by the Court, that the said John Turner be, and he accordingly hereby is fully discharged of and from all his debts owing by him at the time of the presentation of his petition, to be declared a bankrupt. And it is further ordered, that the clerk duly certify this decree under the seal of this Court, and deliver the same to the said bankrupt when demanded. October 19<sup>th</sup> 1842.

L. Williams Miner, Clerk of said Court, do certify that the foregoing is a correct copy of the decree and discharge of the said John Turner as the same remains of file and records in said Court.

Seal

In testimony whereof, I have hereunto set my name and affixed the seal of said Court, this 18<sup>th</sup> day of November Anno Domini 1842 and of the American Independence the 67<sup>th</sup>.

Attest.

W<sup>m</sup> Miner Clerk

James Buchanan  
Adm. & —

us  
John Turner

Bill of Exceptions



Joseph Chrisman }  
Administrator & c }  
vs }  
John Sumner }

In Sept.  
In the Common Pleas  
of Union County,

Be it remembered, that on the trial of this cause, at the May Term of the said Court of Common Pleas, A.D. 1849 the plaintiff to maintain the issue on his part gave in evidence to the Court aforesaid, the note of hand set out in his declaration, and on which suit was commenced in the Court below - and thereupon the said plaintiff having offered no other or further evidence rested his case. The defendant then ~~to maintain the~~ gave in evidence in bar of the said note his certificate of discharge as a Bankrupt, a copy of which is herewith filed Marked (A) and made a part hereof, and rested. The plaintiff then offered in evidence by way of rebuttal and in avoidance of the said certificate, verbal testimony, that the defendant had subsequently to his said discharge and before the commencement of this suit, ~~made~~ made a parol promise to pay the said Administrator the amount of said note, to which evidence the ~~defendant~~ defendant objected, which objection was overruled by the Court, and the said testimony was admitted by the Court, and ~~no other or further testimony being introduced by either party~~ the said Court gave their judgment against the said defendant upon the issue for the amount of said note.

The defendant then moved the Court for a new trial upon the issue aforesaid, by reason of the supposed error in the admission by the Court of the said ~~subsequent~~ subsequent verbal promise. But the said Judges overruled the said motion, ~~and~~ whereupon the Counsel of the said defendant made their exceptions to the said opinions of the Judges in admitting the testimony objected to as aforesaid, and in overruling the said motion for a new trial; and inasmuch as the matters aforesaid do not appear upon the record of the said motion, the Counsel on the behalf of the said defendant prayed that the said Judges would sign and seal this Bill of exceptions, in accordance with the Statute in such case made and provided, which is done.

May Term A.D. 1849

Levi Phelps. (Seal)  
James R. Smith (Seal)  
Christian Myers (Seal)

No. 50 SC-1

Union Common Pleas Court

John Turner

Plaintiff,

against

Joseph Chrisman Adm'r

Defendant.

JUL TERM, 1850

Journal **SC**/

Page 123

Record No. **No Record.** Page

Ex. Doc. ....

Page



Filed June 19, 1848  
John Cassil cM

John Turner

ads

Joseph Chrisman admt

In Debt.

And the said John  
Turner comes and defends  
Dc, and says that he does not owe  
the said sums of money above deman-  
ded, or either of them, or any part thereof,  
in manner and form as the said Joseph  
Chrisman hath complained against him;  
and of this he puts himself upon the Country  
Dc and the said plaintiff doth the like,

By Allison & Curry his attys



John Turner

ads

Joseph Chrismar Admtr of  
John Moore decd

of this he puts himself upon the Country & And the said plaintiff doth  
the like

In Union Court Pleas:

In Debt

And the said John Turner now comes  
and defends & and says that the said  
single Bill is not his deed; and

By Allison & Curry, His Attys.

Alison & Co



In Union Com Pleas

~~Joseph Christian~~

John Turner

vs

Joseph Christian Adm'r

Plea

Filed April 20. 1848

John Cassil CM



In Union Com Pleas  
John Turner  
vs  
Joseph Christian  
Adm'r



Alison & Co



The plaintiff will also take notice that the said defendant on the trial of this cause will give in evidence and insist, that after the making of the said several supposed promises and undertakings, and accruing of the said several causes of action in the said declaration mentioned, if any such were made or accrued, and before the commencement of this, to wit, on the 19<sup>th</sup> day of October A.D. 1842 having previously thereto, as a bankrupt, filed his petition in the United States District Court in and for the District of Ohio, praying to be discharged in full from all his debts, and for a certificate of such discharge pursuant to the Act of Congress entitled "An act to establish a uniform system of Bankruptcy, throughout the United States," Approved August 19-1841 did by the decree of said United States District Court, receive a full discharge of and from all his debts owing by him at the time of the presentation of his said petition to be declared a Bankrupt, and that in accordance thereto a copy of said decree and discharge was on the 18<sup>th</sup> day of November A.D. 1842 duly certified to this defendant under the seal of said Court, by the Clerk thereof, which said certificate will be offered in evidence as a full and complete bar to this suit, ~~as against~~ and that the said supposed causes of action in the said declaration mentioned, if any such there be, and each of them did accrue to the said plaintiff's intestate before the said defendant's application as aforesaid, and before he became a bankrupt as aforesaid, to wit at the County of Union aforesaid.

By Allison & Curry his attys

1. Chel 204  
5. Binn 573  
3. P. ...  
8. ... 129  
14. ...  
17. ...

Union Superior Court

John Turner

vs  
Joseph Christian

Adm & c

Transcript

85

Filed June 12<sup>th</sup> 1850

James Kirkhead p MR

Received to Bank

in Frank's Superior Court

Wed June 15<sup>th</sup> 1850

(No. ...)



Joseph Chrismon admr  
of the Estate of John Moore decd.

vs  
John Turner

April Term A D 1848

Appeal,  
Plaintiffs have leave to  
Amend Declaration and Cause  
Continued.

Joseph Chrismon admr,  
of the Estate of John Moore decd.

vs  
John Turner

June Term A D 1848

Appeal,  
Continued.

Joseph Chrismon admr  
of the Estate of John Moore decd.

vs  
John Turner

May Term A D 1849

Appeal.

This day 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 John Turner did assume and promise in manner and form as the said Joseph Chrismon admr, of the Estate of John Moore deceased hath complained against him and they assess the damages of the said plaintiffs by reason thereof to thirty two dollars and seventy four cents, therefore it is considered that the said plaintiffs recover of the said John Turner the said sum of thirty two dollars and seventy four cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to                      dollars                      cents motion for new trial overruled and bill of exceptions taken and ordered to be made part of the record.

The State of Ohio Union County ss.

I James Kinkade Jr Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio, do hereby certify that the foregoing transcript contains all the orders, judgments and other Journal entries of the said Court of Common Pleas in the above case, and that the same are truly copied from the Journal of said Court.

Witness my hand and seal of office  
this 10<sup>th</sup> day of June A D 1850.

James Kinkade Jr Clerk

Jarner

47

Moore's Admors

Costs in Court in Bank of 3-  
Paid by P. B. Wilcox Esq  
Costs in Franklin County, Clerk of 2.  
not paid L. Hays clk

THE STATE OF OHIO, 22



Supreme Court of the State of Ohio, in Bank,  
Of the Term of December A. D. 1851

John Turner

v.s.

John Moor's Adm<sup>r</sup>

In Error  
Reserved from Union County.

This cause came on to be heard upon the original files and pleadings and the transcript of the Journal Entries of the Court of Common Pleas of Union County and was argued by Counsel. On consideration whereof, it is ordered and adjudged by this Court that the judgment of the said Court of Common Pleas be and the same is hereby affirmed, with costs:

Ordered, That a special mandate be sent to the said Court of Common Pleas \_\_\_\_\_ to carry this judgment into execution.

Ordered, That a copy of this entry be certified to the Clerk of the Supreme Court of Union county for entry, &c.

THE STATE OF OHIO, SS.

J. LEWIS HEYL, Clerk of the Supreme Court of the State of Ohio in Bank, certify the foregoing to be a TRUE COPY from the JOURNAL of said Court, of the term of December A. D. 1851.

Witness my hand and the SEAL of said Court, at Columbus, this 7<sup>th</sup>  
day of February A. D. 1852

L. Heyl Clerk.

Union Sup. Court

John Turner  
as

Joseph Chrismon Admr  
of the Estate of John Moore decd

Notice & Citation

Filed May 29. 1850  
Gatkin Radup Clerk

Allison Henry atty for  
Pltff in error

Served this writ May 29<sup>th</sup> 1850 by delivering  
to G. J. Fisher attorney for Joseph Chrismon a  
Certified Copy thereof. Fees = mileage 5  
service 35  
copy 20 = 60

Philip Snider Sheriff



The State of Ohio Union County ss

To the Sheriff of said County Greeting;  
We command you that you give notice to Joseph  
Chrismon administrator of the Estate of John Moore  
deceased, that John Turner has sued out a writ  
of Error upon a certain Judgment of the Court of  
Common Pleas of the County of Union of the Term of May  
A.D. 1849 for the sum of thirty two dollars and seventy  
four cents damages and eight dollars and twenty cents  
Costs. in a certain plea of Debt then pending in  
said Court wherein Joseph Chrismon administrat-  
-or of the Estate of John Moore deceased. was plaintiff  
and John Turner was defendant; and also  
that you make known to the said Joseph Chrismon  
administrator of the Estate of John Moore deceased,  
that he be before the Judges of our Supreme Court  
within and for the said County of Union, at the  
Court House in said County on the first day of their  
next Term. to show Cause, if any there be, why the  
said Judgment should not be reversed, annulled and  
altogether held for nothing, and why Speedy Justice  
should not be ~~done~~ thereupon done between the parties  
in that behalf.

Witness James Kirkade Jr Clerk of said  
Supreme Court at Mansville the  
16<sup>th</sup> day of April A.D. 1850.

James Kirkade Jr Clerk

Union Supreme Court

John Turner

vs

Joseph Chiseman Adm'r

Assignment of Arrows

Filed June 17. 1850  
C. K. Radolff clerk

Alison C. Cury



John Turner Pet in Error } Merion County.

vs  
Joseph Christian admtr vs. (Pet in Error) } and the said John  
Turner now comes

and says, that in the record and proceedings aforesaid  
there is manifest error in this to wit.

1<sup>st</sup> The Court erred in admitting the evidence of a  
subsequent parole promise by the plaintiff in Error  
to avoid his certificate of discharge.

2<sup>nd</sup> The verdict or finding of the Court was contrary  
to the Law of the Case, and the same should  
have been set aside, and a new trial granted.

3<sup>rd</sup> The judgment was given in favor of the plaintiff  
below, when by the laws of the Land, it should have  
been given for the defendant below. Wherefore  
the said John Turner prays that the judgment  
may be reversed &c

By Allison & Curry His Attys

Union Supreme Court

John Turner

vs

Joseph Chrismon adurte

Writ of Error

The answer of the Judges of the Court of Common Pleas within bounded. The authenticated transcripts of the Judgments are all things concerning the same together with the original files and pleadings within mentioned are herewith returned as within Commanded.

Wm D James  
11  
His Masters Clerk of  
Unions Com Pleas



The State of Ohio Union County ss.

To the Hon. The Judges of the Court of Common Pleas, within and for the County of Union Greeting;

Because in the record and proceedings and also in the rendition of Judgement in a certain action of Debt which was lately in our said Court of Common Pleas before you, wherein Joseph Chrismon Administrator of the Estate of John Moore deceased was Plaintiff and John Turner was defendant, Error has intervened as it is said, and we being willing, that such error if any there be, should be corrected, and full and speedy Justice done in that behalf, do Command you that if final Judgment be thereupon given, then without delay, you send to us distinctly and openly, under the seal of your Court, and annexed to this writ, an authenticated Copy of all Judgments remaining of record in your Court in the action aforesaid together with the Original files and pleadings therein, so that having the same in our Supreme Court within and for the County of Union on the first day of their next Term at the Court House in said County, we may Cause further to be done thereupon in our said Supreme Court, what of right and according to the Laws of the Land ought to be done.

Witness James Kirkade for Clerk of the Supreme Court within and for the said County of Union this 24<sup>th</sup> day of February A.D. 1850  
James Kirkade for Clerk

Supreme Court Case File

Case No. 1850-SC-0002



No. 50-50-2

Union Common Pleas Court.

Thomas Clark

Plaintiff,

AGAINST

David Wood

Defendant.

JUL 18 50

Supreme Court

Judg res Defendts

Journal /

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Record No. /

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Ex. Doc. /

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Mr Clark  
MS

David Wood Jr  
Transcript + Bill  
of Particulars

June 31

Filed May 29, 1849  
Jas Kirkland Clerk

Coarford Atty  
for Dept



Thomas Clark } Bill of Particulars filed for Indem. }  
vs } & Damage, Amount Claimed \$75.00 }  
David Wood Jr. }

Therefore I issued a summons <sup>31</sup> 31  
October for appearance on the 4<sup>th</sup> day of November 1848  
at 1 O'Clock P.M.

Summons Returned indorsed served this  
mit by leaving an attested Copy with defendant's wife  
Fees Travel 10 Service 10 Copy 12<sup>1/2</sup> (32<sup>1/2</sup>) E Hammond Const.

Subpoena issued by order of jct. for Tho<sup>s</sup> Hara  
A Heminger by M<sup>c</sup>eroy J<sup>r</sup> Stickney Sam<sup>l</sup> Wood John  
Couse Nancy Clark John M<sup>c</sup>eroy & Levin Griffin

Subpoena Ret. Indorsed served this mit by  
Reading Fees Travel 65 Service 90 (155) E Hammond Const.  
November 4<sup>th</sup> 1 O'Clock P.M. Parties appeared &  
defendant asked for an adjournment & it was adjourned  
until Saturday the 25<sup>th</sup> Nov 1848 at 1 O'Clock P.M.

All the above witnesses present except John M<sup>c</sup>eroy

Subpoena issued by order of Plaintiff for  
Nancy Clark Hugh Stickney Thomas Hara John Couse  
Samuel Wood by M<sup>c</sup>eroy J<sup>r</sup> Heminger John M<sup>c</sup>eroy  
Joseph A Safford & Jackson Gladhill

Subpoena Ret. Indorsed personally served this  
mit by reading Fees Travel 60 Service 100 (160)  
E Hammond Const.

Subpoena issued by order of Jct. for Ara Gleason Moses  
Dean John Griffith Polly Griffith Samuel Wood Abigail  
Wood David Lockwood Ruben Traylor Levin Griffin  
Nathanil Stuart Malae Hara

Subpoena Returned indorsed served this mit by  
Reading to the within named persons by me

David Wood Jr.

November 25<sup>th</sup> 1848 1 O C P M. Parties present and Plaintiff  
 asked for a Jury. Thereupon the parties struck and chose  
 the following men as Jurors Israel Allman Francis Henderson  
 W<sup>m</sup> Hara John Raymond John Parsons & Charles  
 Brooks And venire issued delivered to E Hammond Const.  
 Trial adjourned until four O C P M

November 25<sup>th</sup> 4 O C P M

Venire returned indorsed personally served  
 this writ by making Jus Travi 10 Service 60 (70)  
 E Hammond Const.

Thereupon the following good & lawful men appeared  
 and was impaneled & sworn & Jurors Israel Allman  
 Francis Henderson W<sup>m</sup> Hara John Parsons John  
 Raymond & Charles Brooks

All the above witnesses sworn and returned  
 Examined as witnesses except A Heminger & John C Drey  
 After hearing the testimony the Jury returned a  
 verdict against the defendant for fifty dollars  
 damage. Thereupon judgment is rendered against  
 defendant for fifty dollars damage & the costs  
 Taxed at

| Justices fees                  | Constables fees              | Witness fees             |
|--------------------------------|------------------------------|--------------------------|
| Summons 12 <sup>1/2</sup>      | on Sum 32 <sup>1/2</sup>     | W <sup>m</sup> Hara 1.00 |
| 1 <sup>st</sup> Subpoena 44    | 1 <sup>st</sup> Subpoena 155 | A Heminger 50            |
| 2 <sup>nd</sup> do 48          | 2 <sup>nd</sup> do 1.60      | John C Drey 1.00         |
| Adjournment 10                 | Summons key 70               | J H Steckney 1.00        |
| 3 <sup>rd</sup> Subpoena 52    | 1 days attendance 50         | Sam Wood 1.00            |
| 2 <sup>nd</sup> Adjournment 10 | \$ 467 <sup>1/2</sup>        | John Clouse 1.00         |
| Venire 25                      | Jury fees 3.00               | Nancy Clark 1.00         |
| Swain's Mt & key 60            |                              | Levin Griffin 50         |
| Licdy - 25                     |                              | Los A Saffora 50         |
| \$ 286 <sup>1/2</sup>          |                              | Jackson Gladhill 50      |
| 286 <sup>1/2</sup>             | 767 <sup>1/2</sup>           | 8.00                     |
|                                | Turn over                    | \$ 18.54                 |



|                          |            |                 |           |
|--------------------------|------------|-----------------|-----------|
| Mileage by order of Jtft |            | Total           |           |
| Moses Dean               | .50        | Juskers Fee     | 2.86      |
| Ara Gleason              | .50        | Constables do   | 4.67      |
| John Guffitt             | .50        | Lury Fee        | 3.00      |
| Polly Guffitt            | .50        | Mileage Fee     | 12.50     |
| Abigail Wood             | .50        | Beaten Bond     | <u>25</u> |
| David Lockwood           | .50        | Total           | \$ 23.28  |
| Reuben Frazell           | .50        | This Transcript | <u>31</u> |
| Nathaniel Stuart         | .50        | Total           | \$ 23.59  |
| Malace Hira              | <u>.50</u> |                 |           |
|                          | 4.50       |                 |           |

Notice of an appeal given by Jtft

In the action of Thomas Clark against David Wood  
 P. J. Benjamin Sparks do acknowledge myself bail  
 for the appellaut in the sum of one hundred dollars to  
 be levied of my goods Chattels Lands & Tenements in  
 Case the appellaut shall be condemned in the action &  
 shall fail to pay the Condemnation money & costs that  
 have accrued or may accrue in the Court of Common  
 Pleas

Benj. Sparks

Taken signed & acknowledged this 30<sup>th</sup> day of Nov 1848  
 before me

Mc H. Madhams J.P.

State of Ohio Union County Liberty Township  
 I do hereby certify that the foregoing is a full & true copy  
 from my docket of the proceedings had by & before me  
 in the foregoing case

Mc H. Madhams J.P.  
 of the aforesaid Township

Filed Aug 1. 1849  
James K. Rusk for MR



Thos Clark }  
us } In Union Com Pleas  
David Wood Jr }  
The clerk will please Issue  
Subpoenas for Moses Dean, Ara Gleason,  
John Griffith, Polly Griffith, Samuel Wood,  
Abigail Wood, ~~Levin~~ Griffin, Nathaniel Stuart  
~~and~~ Wallace Heard, John M. Stroy, & Benjamin  
<sup>George Cyarston</sup> Sparks, Witnesses for Defendant in this Case

Aug. 1. 1849  
To the Clerk of  
Union Com Pleas

David Wood Jr

Filed Aug. 8. 1849

J. Kirkadee clerk



By Thomas Clark of the Union Comm<sup>on</sup> }  
David Wood } pleas.

Issue a subpoena.

for the following witnesses for

Plaintiff. John Clouse Hugh ~~Stinson~~

Nancy <sup>Clark</sup> Machanah. M<sup>e</sup> Elroy. Thomas Herd.

Jackson Gladhill Leonard. Griffin Joseph

A Gafford, August 8-1849

J C Southy for  
Plaintiff

To James Pinkadee }  
Clerk of Union Comm<sup>on</sup> } pleas

Clark  
vs  
Wood

Filed Nov. 22, 1849  
J. H. Keady Clerk

Served this writ personally upon the within  
named Subvers Heninger Nov 22. 1849  
Exp = mileage 95  
Service 124 = 179  
Thos. Shiden Sheriff



**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon

*Andrew Homiger*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~22<sup>nd</sup>~~ *fourteenth* day of next term, at ~~10~~ o'clock, A. M., to testify and the truth to speak on behalf of *Thomas Clark*

in a certain controversy in said Court depending, wherein

*Thomas Clark* is Plaintiff, and *David Wood Jr*  
is Defendant; and this *he* shall in no wise omit, under

the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court House in Marysville, this *22<sup>nd</sup>* day of *Noor*

A. D., 18 *49*

*James Kinkade Jr* Clerk.

I acknowledge service  
of the within notice on  
me - August 8<sup>th</sup> 1849

J. B. Dwyer



Thomas Clark }  
vs } Common Pleas of Union  
David Wood Jr } County, Ohio.

Depositions will be taken in this  
Case, by the defendant, at the office of M. H. Wadhams  
J. P. in the town of Newton, County of Union and  
State of Ohio, on the 11<sup>th</sup> day of August A. D. 1849  
between the hours of nine A. M. and nine P. M.  
Dated August 8<sup>th</sup> 1849 David Wood Jr

Union Com Pleas  
May 2 1849

David Wood  
ads  
Thomas Clark

Dear

Filed July 18. 1849  
James Kirk Rusk clerk

(Clerk)  
Crawford



Union Common Pleas  
May Term 1849

Daniel Woodley } In case -  
vs }  
Thomas Black }

And the Deft. now comes on a day  
that he is not guilty of the trespass  
and damage as the Plff hath in  
his declaration thereof alleged against  
him and of this he puts himself upon  
the Country and the Plff doth the  
like

By J. C. Crawford  
his Atty

In Union Supreme Court

David Wood Jr  
vs

Thomas Clark

Writ of Error

The answer of the Judges of the County Common  
Plea within named  
The authenticated Transcript of the Judgment  
and all things concerning the same together with  
the original files and pleadings within mentioned  
are herewith returned as within Commanded  
Attest. James H. Kears Jr Clerk of  
Union Co. Pleas -



The State of Ohio Union County, ss.

To the Honorable the Judges of the Court of Common  
Pleas within and for the County of Union Greeting;

Because in the record and proceedings and also in  
The rendition <sup>of Judgment</sup> in a certain action of Case, which was  
lately in our said Court of Common Pleas before you  
wherein Thomas Clark was plaintiff and David Wood Jr  
was defendant, error has intervened as it is said, and  
we being willing, that such error, if any there be, should  
be corrected, and full and speedy justice done in that behalf  
do command you that if final judgment be thereupon  
given, then without delay you send to us distinctly and  
openly, under the seal of your Court, and annexed thereto  
with an authenticated copy of all judgments remaining  
of record in your Court, in the action aforesaid, together  
with the original files and pleadings therein, so that having  
the same in our Supreme Court within and for the County  
of Union on the first day of our next term at the Court house  
in said County, we may cause further to be done thereupon  
in our said Supreme Court, what of right and according  
to the laws of the land ought to be done.

Witness James Kirkadee Clerk of the  
Supreme Court within and for the said  
County of Union this 1<sup>st</sup> day of May  
A.D. 1850.

James Kirkadee Clerk,

Union Supreme Court

David Wood p  
vs

Thomas Clark

Superedeas. Citation &c

Filed May 29, 1850  
James Kinrade p clerk

Served this writ by staying proceedings as  
within Command and by delivering a  
certified copy thereof to the within named  
Thomas Clark May 29. 1850

Fees = Service 35  
mileage 5  
copy 30

Philip Fisher Sheriff



The State of Ohio Union County, ss.

To the Sheriff of said County Greeting;  
You are hereby Comanded that you forbear  
all further proceedings upon a judgment rendered  
in a certain action of Case, in the Court of Common  
Pleas in and for the said County of Union at the  
November Term thereof A.D. 1849. in favor of Thomas  
Clark and against David Wood jr. for the sum of  
Forty dollars damages and eighty four dollars  
and thirty one cents costs, and which said judgment  
for causes of error to be corrected, on the Complaint of  
the said David Wood jr. has been caused to be brought  
into the Supreme Court within and for the said County of  
Union by their writ of Error: And also that you give  
notice to the said Thomas Clark that a writ of error has  
been sued out upon said judgment; And also that  
you cite the said Thomas Clark to appear before the  
Judges of the Supreme Court aforesaid at the Court House  
in said County on the first day of the next term of the  
said Supreme Court, to show Cause if any there be,  
why the said judgment should not be reversed, and  
why Speedy justice should not be done to the parties  
in that behalf; And this do as you shall answer  
the contrary at your peril.

Witness James KinKade jr Clerk of our  
said Supreme Court at Marysville  
this 3<sup>d</sup> day of May A.D. 1850

James KinKade jr Clerk,

Thos Clark

vs

David Wood

Bill of partem<sup>ent</sup>



David Wood to Thomas Clark in  
Trespass and Damage, By a certain  
Bull belonging to Sol Wood, (Sometime  
in this month) breaking <sup>in</sup> to my enclosure,  
(and being both breachy & malicious) Hooked  
(and killed, a certain Gray-Mare of mine,  
Consequently, I claim, (in an action of trespass  
and damage) at the hands of said Wood  
the sum of Seventy five dollars damages,  
\$75.00.

Oct 30 A. 1848

Thomas Clark

per A. Darrow Agt

This deposition  
objected to for the  
following reasons

1st  
No notice is attached  
to the deposition &  
is not certifying in con-  
formity with the statute

2nd  
The witness resides  
in the Camp Goodwill  
Remains, & can con-  
veniently be brought  
into Court.

3rd  
The deposition has  
not taken according  
to Law.

Henry - Paris

~~The objection~~

Filed Aug. 16. 1849  
James W. Mumford Clerk  
Opened at Request of Deft  
Counsel. This Deposition  
Aug. 16/49. J. W. Mumford Clerk

Clerk of Union Co  
Mayville

01410

Deposition of  
Abigail Wood  
taken up and admitted  
by me M. H. Madriam



Depositions of Witnesses taken in a Cause pending  
in the Court of Common Pleas of Union County Ohio  
wherein Thomas Clark is plaintiff and David Wood &  
is defendant and for said Defendant in pursuance of  
the notice herunto attached and at the time & place therein  
mentioned

Abigail Wood of the County of Union of lawful age being  
first duly sworn by me as hereafter Certified. Deposes as follows

Question do you know that I had ~~the~~ Bull last Summer  
Answer I do

Question do you know whether I did or did not intend  
to keep him in pasture

Answer I believe you intended to keep him in pasture

Ques do you know whether he was in or out of the pasture  
the most of the time

Answer I think he was in pasture the most of the time

Ques do you know if there was any horse in the  
same pasture with him

Answer There were two ran with him all Summer

Ques did you ever know that he ever attempted to  
hook or was in in any way crops to them

Answer I did not

Question did you ever know of his jumping out of the  
pasture

Ans. I never did

Question did you ever know that he was inclined  
to jump

Answer I never did

Ques did you ever know of his ever throwing or  
trying to get over fence in any way

Ans I never did

Ques State about what time you know of his  
big out first



Ans about the beginning of Hay harvest

Question do you believe that it was my wish that he should be out or not

Ans I believe that it was your intention to keep him in pasture the year round

Question have you any recollection of helping me to get him into the pasture

Answer I helped you drive him through into the pasture

Question about what time in the year was this

Ans about the middle of Hay Harvest

Question did you hear of any of the Neighbours Complain of his being out

Ans not until about harvest they complained that he was not in it for they wanted the use of him

Question do you recollect hearing Mr Tho<sup>s</sup> Clark say any thing about him

Answer Mr Clark said there was a Creature there of that kind but he did not know whos it was

Question did you hear Mr Clark say any thing after that

Ans not after that one time until after the man

~~was~~ killed he then came over to have Mr Samuel Wood come over to his house to know of (he Wood) know whos bull it was

Question did Mr Clark say that he knew my Bull

Ans ~~he~~ said he did not know whether it was your Bull or not

Question did you hear Mr Clark say any thing on any presents on that occasion

Ans I did not

Question Have you any recollection of my asking Mr Clark whether it was my Bull or not

Ans Mr Clark said he did not know Mr Woods Bull did not know whether it was Mr Wood Bull or not



Question When were you living at the time  
Ans. on your place  
Ques how long had you lived there  
Ans. from the 1<sup>st</sup> of January previous until this  
took place

Abigail Wood

I M. H. Madhaus a justice of the peace in & for the  
Township of Liberty Union County Ohio do hereby certify  
that the ~~following~~ named Abigail Wood was by me  
first duly sworn to testify the truth the whole truth  
and nothing but the truth and that the foregoing  
deposition by her subscribed was reduced to writing before  
me and was taken at the time & place specified in  
inclosed notice

In testimony whereof I have hereunto set my hand this  
~~Eleventh~~ day of August in the year 1849  
M. H. Madhaus J. P.

Fees unpaid 87½ Cts  
M. H. Madhaus

Clark vs Wood  
Assignment of Easement

Filed May 1, 1850  
James M. Kade p. clerk

Crossed Atty



And the said David Wood Jr now comes  
by his Atty James W. Crawford and says that  
in the record and proceedings aforesaid there  
is Manifest Error in this writ &c -  
1 The Court erred in charging the Jury in this

2 The said Verdict is Manifestly against the  
Law and evidence of the Case in this

3 The record and Declaration does does not  
show any cause of action, in this

4<sup>th</sup> There is Manifest Error in all the proceedings  
in this

5<sup>th</sup> The said Judgement was given in favour  
of the Pff Thomas Clark Whereas by the laws  
of the land it ought to have been given  
in favour of the said Deft David Wood Jr  
Wherefore the said David Wood Jr prays that a  
citation and supersedeas may issue and that  
the said Judgement may be reversed, annulled  
and held for nothing and that he may be restored  
to all things he has lost by reason thereof By J. W. Crawford  
his Atty

Union Court Pleas

Thomas Black  
vs  
David Wood

---

Sub for wits

Filed Aug 16, 1849  
James Knickerbocker Clerk

Served this writ personally upon the within named John Brown. Hugh  
Stekney, Nancy Clark, Jacobarial McHenry. Thomas Bond and Leonard  
Griffin. said John Brown demanded fees which were paid. Hugh Stekney  
demanded fees which were not paid. Jackson Blackhill & Joseph A. Dafford  
not found. August 13, 1849.

Fees = mileage 60  
service 75 = \$125

Philip Switzer Sheriff



THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON

*John Clouse, Hugh Stigney,  
Nancy Clark, Zachariah McElroy, Thomas Heid, Jackson  
Gladhill, Leonard Griffin, and Joseph A. Safford.*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~<sup>fourth</sup> day of next term, at ~~ten~~<sup>nine</sup> o'clock, A.M., to testify and the truth to speak on behalf of *Thomas Clark.*

in a certain controversy in said Court depending, wherein

*Thomas Clark* — is Plaintiff, and *David Woodr*

is Defendant: and this *they* shall in no wise omit, under the penalty of

the law; and have then there this writ.

*James Kirkade*  
WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House

aforsaid, this

*9<sup>th</sup>*

day of *August*

A.D., 1849.

*James Kirkade* Clerk.

Clark  
by  
Wood

Filed Nov. 22. 1849  
L. M. K. C. R.



James Clerk Maxwell  
Common Pleas

Louis Brown

Issue a subpoena  
for Andrew Herington

Witness for Plaintiff -

J. C. [unclear]

Nov 22 - 1849 -

By James Buchanan

Clerk of Court

Common Pleas -

Clark

5

Wood

Filed Nov. 24, 1849  
J. K. K. K. K. K. K.



**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon

*John Griffith and Polly M Griffith*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ *Northwith* day of next term, at ~~o'clock, A. M.,~~ to

testify and the truth to speak on behalf of *David Woodr*

in a certain controversy in said Court, depending, wherein

*Thomas Clark* is Plaintiff, and *David Woodr*

is Defendant; and this *thy* shall in no wise omit, under

the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court

House in Marysville, this *23<sup>rd</sup>* day of *Nov*

A. D., 18*47*

*James Kinkade Jr* Clerk.

Thos Clark  
vs  
David Wood Jr

In the Court of Common Pleas  
Union County Ohio

Depositions will be taken in this case  
by the defendant at McMillan's Shop in the  
Township of Liberty Union County Ohio ~~on the~~  
on the 19<sup>th</sup> day of Nov- 1849 between the hours of  
10 O'Clock AM and four o'clock PM of said Day  
November 17<sup>th</sup> 1849

David Wood Jr



Clark

vs

Ward

Filed Nov 23. 1849  
James Kirkland p.c. &c.

Devised this writ personally upon the  
within named George A. Granston.  
Nov - 23. 1849. Fee = mileage 05

Service 12 1/2 = 17 1/2

Philip Shivers Sheriff

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon

*George A. Crauston*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville. ~~on the~~ *forth with* ~~day of next term, at~~ ~~o'clock, A. M., to~~

testify and the truth to speak on behalf of *Thomas Clark*

in a certain controversy in said Court depending, wherein

*Thomas Clark* is Plaintiff, and *Savia Woodr*

is Defendant: and this *He* shall in no wise omit, under the penalty of the

law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court

House in Marysville, this *23<sup>rd</sup>* day of *Novemb*

A. D., 1849 *J Kinkade Jr.* Clerk.



Filed Nov 10, 1869  
J. H. R. Co. of C. R.

Thos Clark

David Wood

in Com Pleas

The Clerk will issue

subpoenas for the following witnesses for  
Deft. Moser Dean, Ara Gleason, John Griffith  
Roll Griffith, Saml Wood, Abigail Wood, Levin  
Griffin, Nathaniel Stewart, Wallace Herd  
John M. Dyer, Beys Sparks, Geo Cranston  
Marshall Wheeler, <sup>Joshua</sup> ~~Joshua~~ <sup>Wheeler</sup> David Wood Jr

Nov 10. 1849.



Thomas Clark

Said Ward

per witness

Filed Nov 8, 1849  
A. R. Radcliff CM

Thomas Clark, In Union Common  
vs } Pleas,  
David Wood }

Issue a subpoena for the  
following witnesses, for Plaintiff  
John Clouse, Hugh Stickney, Nancy  
Clark, Yachariah M. Elroy, Thomas Ford  
Jackson Gladhill Leonard Griffin Joseph  
A Safford,

November 8<sup>th</sup> 1849

To James Penkade ) J. C. Doughty Att  
Clerk of Union Common } for Plaintiff,  
Pleas.



Clark

vs

Wood

---

Filed Nov. 23, 1849

James R. Ketchum, Clerk

Union Camp Pleas

Proct - June 1849

Thomas Clark

<sup>v</sup> David Wood

} In Case

The Clerk will

serve subpoenas for John Grief

Smith & Pally. W. Giffith Dep.

Witness for the

Com. for James

Set for Dep.



Clark  
Wood

Filed Nov 23. 1849  
I. R. R. R. R. R.

Thomas Clark }  
m. } common pleas.  
David Ward }

Issue a subpoena  
for George A Cranston  
for Defendant.

Warrant 23-1849 J. C. Duffett  
Go James Kunkade, Defendant -  
Clerk of Court  
Common Pleas.



Union Supr Court

David Woodr

vs

Thomas Clark

Transcript

No. 6

Filed June 12. 1850

James Kinkead for MR

Cost Bill made

Record —

Thomas Clark } August Term AD 1849  
David Wood Jr } <sup>vs</sup> Appeal,  
Continued at Defendants Costs  
by Consent of Parties. Judgment for costs.

Thomas Clark } November Term AD 1849  
David Wood Jr } In case,  
This day came the parties  
by their attornies, and thereupon came  
a Jury to wit, Charles M Robinson, Frederick Parthomer,  
Langford W Hill, David Welch, Samuel Tyler, Charles  
Halloway, Augustus Carroll, Westley Ammine, William  
Sayer, John Reed 3<sup>d</sup>, Adam Richey, and William Hays,  
who being empannelled and sworn the truth to speak  
upon the issue joined between the parties upon their  
oaths do say that the said David Wood Jr is guilty  
in manner and form as the said Thomas Clark hath  
complained against him and they assess the damages  
of the said Thomas Clark by reason of the premises to  
Forty dollars, therefore it is considered that the said  
Thomas Clark, recover of the said David Wood Jr the  
said sum of Forty dollars his damages aforesaid in  
form aforesaid assessed, and also his costs in this  
behalf expended taxed at                      Dollars                      cents

The State of Ohio Union County, ss.

I James Kirk Rade Jr Clerk of the Court of Common  
Pleas in and for the County of Union and State of Ohio,  
do hereby Certify that the foregoing transcript contains  
all the Orders Judgments and other Journal  
Entries of the said Court of Common Pleas, in the  
above case, and that the same is truly  
Copied from the Journal of said Court.

Witness my hand and the seal of said  
Court this 15<sup>th</sup> day of June AD 1850

James Kirk Rade Jr Clerk



In Union Sup Court

David Wood for

vs

Thomas Clark

part in error &c

Filed May 1. 1850  
James Kin Road for clerk.

The State of Ohio  
Union County } Union Court of Common Pleas  
November Term AD 1849

Thomas Clark }  
vs } Judgment in Case  
David Wood } Damages \$40.00  
costs - - 84.31

Judgment rendered at November Term 1849

I am a writ of Error to the Court  
of Common Pleas against Thomas Clark Deft in  
Error at the suit of David Wood Plff in  
Error returnable to the next July Term of the  
Supreme Court for the County of Union and  
State of Ohio

John Trauford  
Atty for Plff

To the Clerk of the  
Supreme Court of Union  
County Ohio



Served this writ personally upon the within named Nathaniel Stewart Benjamin Sparks  
and Joshua Judy November 15. 1849. and upon Moses Dean, Arie Keason, John Griffith,  
Polly Griffith, Levin Griffith, & Wallace herd November 16. 1849. Wallace herd & de-man-ger the  
fees which were not paid. Samuel Wood, Abagail Wood George Cranston & John M. Elberg  
& Marshal Wheeler not found.

4  
Fees = mileage 70  
Service 112 1/2 = \$182 1/2

Philip Ainslie Sheriff  
By William Wells Deputy.

Union con Rees

Thomas Clark  
Esq

David Woods

Sub po writ

Filed Nov. 20 1849  
James Kinkead Esq Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON *Moses Osaw, Ara Gleason, John Griffith*  
*Polly Griffith, Samuel Wood, Abigail Wood, Levin Griffin, Nathaniel Stewart,*  
*Walace Heza, John M. Terry, Benjamin Sparks, George Cranston, Marshall Wheeler*  
*and Joshua Siddy*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court  
House, in the town of Marysville, on the <sup>third</sup> ~~2nd~~ day of next term, at <sup>nine</sup> ~~ten~~ o'clock, A.M., to testify and the truth to  
speak on behalf of *David Woodruff*

in a certain controversy in said Court depending, wherein  
*Thomas Clark* — is Plaintiff, and *David Woodruff,*  
is Defendant: and this *they* shall in no wise omit, under the penalty of  
the law; and have then there this writ.

*James Kirkaduff*  
WITNESS, ~~Wm. Cassell~~ Clerk of our said Court, at the Court House  
aforesaid, this *10<sup>th</sup>* day of *November*

A.D., 1849.

*James Kirkaduff,*

Clerk.



Served this writ personally upon the within named Jackson Madhill  
and Leonard Griffin November 15, 1849, and upon Gacheriah McAboy, Nancy  
Clark, John Blake, ~~Asa Clark~~, Hugh Stickney & Thomas Herd November  
16, 1849. John Blake, Hugh Stickney & ~~Asa Clark~~ demanded their fees which  
were not paid. Joseph A. Safford not found

Fees = mileage 60  
service 57 1/2 = \$117 1/2

Philip Snider Sheriff  
By William Wells Deputy

Union Corn Pleas

Thomas Clark

vs

David Wood

Sub for wits

Filed Nov. 20. 1849

James Kirkady, Clerk.

Doughty  
Att'y.

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON

John Clouse, Hugh Stickney, Nancy Clark, Zachariah M. Troy, Thomas Wood, Jackson Gladhill, Leonard Griffen and Joseph A. Safford.

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~<sup>third</sup> day of next term, at ~~ten~~<sup>nine</sup> o'clock, A.M., to testify and the truth to speak on behalf of

Thomas Clark,  
in a certain controversy in said Court depending, wherein  
Thomas Clark

is Plaintiff, and

David Wood

is Defendant: and this they shall in no wise omit, under the penalty of

the law; and have then there this writ.

James R. Keady  
WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House

aforsaid, this

9<sup>th</sup> day

day of November

A.D., 1849.

James R. Keady Clerk.



Union Com Pleas

Thomas Clark  
vs  
David Woodruff

Sub for writs

J. Kintkatt for Clerk

Severed this writ personally upon all the within named  
witnesses Except John McShroy who was not found. Petty  
bribe and demand wood demander fees which were  
paid. August 12. 1849

Fees = mileage 70

Service 1.37 1/2 = \$207 1/2

Philip Switzer Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE COMMAND YOU TO SUMMON *Moses Dean, Ara Gleason, John Griffith,*  
*Polly Griffith, Samuel Wood, Abigail Wood, Levin Griffin, Nathaniel Steward,*  
*Wallace Herd, John McElroy, Benjamin Sparks, George Cranston.*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court  
House, in the town of Marysville, on the ~~1st~~<sup>fourth</sup> day of next term, at ~~ten~~<sup>nine</sup> o'clock, A.M., to testify and the truth to  
speak on behalf of *David Woodr*

in a certain controversy in said Court depending, wherein

*Thomas Clark* — is Plaintiff, and *David Woodr*

is Defendant: and this *they* shall in no wise omit, under the penalty of

the law; and have then there this writ.

*James Kirkade*

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House

aforesaid, this

*2<sup>nd</sup>*

day of *August*

A.D., 1849.

*James Kirkade Jr* Clerk.



Clark & Wood

James Strunkade  
Clerk Union County

Filed Nov 22. 1849  
J Strunkade & Co

Opened at Request  
of Depts Atty  
Strunkade & Co

Depositions of  
~~John~~ Griffette and  
Mary Griffette  
Sealed up & admitted  
by me  
M H Madhams J P  
for Liberty Township  
Union Co 11110

Union Supreme Court

---

David Wood Jr

vs

Thomas Clark

---

Bond in Error

Filed May 3. 1850

James Knikade Jr clerk



Know all men by these presents, that we, David Wood Jr  
and Joshua Judy & David Danforth  
of Union County Ohio, are held and firmly bound  
unto Thomas Clark, in the penal sum of two hundred  
and fifty 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 2<sup>nd</sup> day of May A.D. 1850.  
The condition of the above obligation is such, that whereas  
the said David Wood Jr, has sued out a writ of Error  
upon a certain judgment rendered in the Court of Common  
Pleas within and for said County of Union at the November  
Term thereof A.D. 1849 in favor of the said Thomas Clark  
and against the said David Wood Jr, for the sum of Forty  
Dollars, damages and also for Eighty four dollars and  
thirty one cents, costs: Now if the said David Wood Jr shall  
pay the Condemnation money, and costs, in case the said  
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.

David Wood Jr Seal  
Joshua Judy Seal  
David Danforth Seal

Taken by me this 3<sup>d</sup> day of  
May A.D. 1850.

James Kirkcaldy clerk

Supreme Court Union County

Clark  
vs

LeWood for  

---

Pres for ex)

Filed Sept. 10. 1850  
I Kirkadofr CLK



Thomas Clerk }  
u.  
David Wood }

In Judgement  
In Union County  
pleas-

Issue an Execution in  
the above case.

f 6 Doughty atty  
for Plaintiff

Dr James Pinkade  
bank of U County  
pleas-

Septemr. 10 1852.

Filed Dec. 14, 1849  
L. R. Knappey CLK

Issued



By Thomas Blocky Esq. v. v. v.  
David Wood } Common Pleas  
Issue An execution  
in the above case -

To James B. Brady - J. C. Daugherty att  
Clerk of Union } for Deputy  
Common Pleas  
December 14 1849 -

5637, 587

Thomas Clark  
vs  
David Wood

|                |         |
|----------------|---------|
| Damages        | \$40.00 |
| Costs          | 84.31   |
| Increase Costs | 5.27    |
| " This writ    | " 41    |

~~Manuscript returned  
by order of the Court  
of James Kinrade's fees  
at bench. \$1.50; except  
costs~~  
 " Apr 25. 1857 16.37

Filed April 15. 1857  
J Kinrade p clerk

Recorded

H. Doughty Attorney

Received on this judgment March 4. 1857. Amity Six  
 Dollars as per Receipt given Defendant.  
 James Kinrade p Clerk.  
 April 15<sup>th</sup> 1857. Returned by order of Clerk's  
 fees

William C. Mullin - Sheriff



THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE command you to expose to sale those Lands and Tenements of David Wood Jr. Tenant

One hundred and forty five and a half acres be the same more or less. Situate between the little Miami and Scioto rivers in the County of Union and State of Ohio. Being part of a military Survey No 12400, 12403, 12393, & 12413. Originally for eight hundred and twenty three acres in the name of Andrew Rogers and others patented to the said James Galloway Jun on the 10th day of July 1831. On the waters of Mill-creek a branch of the Scioto river. Bounded and described as follows to wit. beginning at two elms a hickory & white oak. Southeast corner to Mary or Mary Vance's survey No 12472. in the line of Benjamin Grymes survey No 4404 thence with said Grymes line South ten degrees east 186 poles to a hickory and sugar tree corner to Samuel Griffins land thence with his line S 52: W 44. poles to two elms and a hickory in said line easterly comes to Dr Thomas Herds land thence with his line and course thereof N. 38. W. 296. poles to a beech and elm in the line of said Vance's survey thence with her line S. 83: E 188 poles to the beginning

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

the sum of Forty \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents for \_\_\_\_\_ for his damages, together with  
\$ 84. 31 for his costs, with interest thereon from the 23<sup>rd</sup> day of November  
A.D. 1849 until paid, which late in our said Court the said Thomas Clark

recovered against the said David Wood Jr

as of record is manifest. Also, \$ 5.27 \_\_\_\_\_ increase of costs, and the accruing costs.

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

Hereof fail not at your peril, and have then there this writ.  
Witness, James Kim Kadey, Clerk of said Court at the Court  
House in Marysville, this 28<sup>th</sup> day of November  
A.D. 1850 James Kim Kadey Jr Clerk

No 2 - 563

Thomas Clark  
vs

David Wood Jr

Damages \$40.00  
Costs 84.31

Out from Nov 23/49

In crean costs " 41

Recorded

Nov. 23/49 fee \$1.50

Filed May 27. 1850.  
James Kirk Radcliff clerk

He Doughty  
Att'y at l'y

Received this writ December 17. 1849. Seized January 9<sup>th</sup> 1850 upon one 2 horse wagon, two Cows, two 2 year old Heifers and five head of sheep and took David Wood's Bond for redelivery, on the 24<sup>th</sup> day of April A.D. 1850 I duly advertised the above described property for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County, to be sold on the 6<sup>th</sup> day of May 1850, between the hours of ten o'clock A.M. and four o'clock P.M. Made on the within April 25. 1850 by receipts from witnesses sixteen dollars and thirty seven cents, further proceedings stayed by supersedeas in error May 2<sup>d</sup> 1850. Philip Snider Sheriff

fees = mileage - 45  
Levy - 35  
Bond - 50  
Devoir - 35  
Advertising 25  
Pr fee 1.00  
Philip Snider Sheriff



THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

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

Thomas Clark  
recovered against David Wood jr.

as well as the sum of \_\_\_\_\_ dollars and \_\_\_\_\_ cents for \_\_\_\_\_ debt, as the sum of Forty dollars and \_\_\_\_\_ cents, for his damages, as also the sum of \$ 84.31 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 David Wood jr.

you cause to be made the ~~debt~~ debt, damages and costs aforesaid, with interest thereon from the 23<sup>rd</sup> day of November A.D., 1849, until paid; also the sum of \$ 0-41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Thomas Clark

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 17<sup>th</sup> day of December A.D., 1849.  
James Kinkade jr Clerk.

Thomas Clark  
vs  
David Wood jr

Damage \$40.00  
Costs 84.31  
Increase Costs 3.31  
Writ .41

Per Nov 23 1849 41.50  
Apr 25 1850 16.37

To Nov J. 1850

Filed Nov 18. 1850  
James K. Rade jr Clerk  
Recorded

Doughty atty for R. W. J.

No 10  
Be Offera June 16 1830

Received this writ September 11<sup>th</sup> 1850. Levied October 15<sup>th</sup> 1850 in conjunction with another execution in favor of Thomas Clark against David Wood jr on one two horse wagon and two cows as the property of David Wood jr and took bond for redelivery of said property. Fees = mileage 50 - levy 35. Philip Under Sheriff

Boons & Chattas heretofore levied upon, being insufficient to satisfy the writ of Chatham County, Nov 18<sup>th</sup> 1850, upon the following described real estate, containing one hundred and forty five and a half acres be the same more or less situate between the Little Miami and Scioto rivers in the County of Union and State of Ohio, being part of a Particular Survey of 12,400, 12,395 & 12,413 originally for eighteen hundred & twenty three acres in the name of Andrew Rogers and others, patented to the said James Galloway on the 10<sup>th</sup> day of July 1831 on the waters of Mill Creek a branch of the Scioto now bounded and described as follows, to wit. Beginning at two elms a hickory & white oak South East corner to Meazy or Pray Dances Survey No 12472 in the line of Benjamin Grimes Survey of 4550 1/2 acres with said Grimes line with ten degrees East 186 poles to a hickory and sugar tree, corner to Samuel Griffens Land, thence with his line S 59° W 44 poles to two elms and a hickory in said line East by corner to Thomas Dadds Land thence with his line and corner thence N 38° W 296 poles to a beech and elm in the line of said Dances Survey thence with his line S 88° E 188 poles to the beginning

Not appraised nor advertised for want of time

Fee Levy 35 -  
Levy 35 -

W. C. Under Sheriff



THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of *Union* County, Greeting!

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the *23<sup>rd</sup>* day of *November* A. D. 1849

*Thomas Clark*  
recovered against *David Wood jr*

as well as the sum of \_\_\_\_\_ dollars and \_\_\_\_\_

~~cents for~~ \_\_\_\_\_ debt, as the sum of *Forty* \_\_\_\_\_  
dollars and \_\_\_\_\_ cents, for *his* damages; as also the sum of \$ *84.31*

for *his* \_\_\_\_\_ cost and charges in that behalf expended, as of record is manifest.

*as you have heretofore been commanded*  
You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements

of the said *David Wood jr*

you cause to be made the ~~debt~~, damages, and costs aforesaid, with interest thereon from the *23<sup>rd</sup>*

day of *November* A. D. 1849 until paid; also the sum of \$ *3.31* 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 *Thomas Clark*

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

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

Court House aforesaid, this *11<sup>th</sup>* day of

*September* A. D., 1850  
*James Kinkade jr* Clerk.

Thomas Clark  
vs  
David Wood jr

Damages \$2.00  
Costs 11.06  
Writ .41

Recorded

20 Nov. 1850

Filed Nov 18. 1850  
James Kin Road jr Clerk

Sloughty atty for [unclear]

Received this writ September 11<sup>th</sup> 1850. Levied October 13<sup>th</sup> 1850 in conjunction with another execution in favor of Thomas Clark against David Wood jr on one two horse wagon and two cows as the property of David Wood jr and took bond for redelivery of said property. Fees = mileage 50 - levy 35. bond 50. Philip Tucker Sheriff

Recd this writ of former Sheriff Oct 30 # 1850 advertised said <sup>property</sup> for sale by publication in the Marionville Tribune for at least ten days previous to the day of sale, I afterwards to wit, on the 16<sup>th</sup> day of November 1850 (it being the day I advertised the same to be sold) between the hours of ten o'clock A.M. and four o'clock P.M., offered the same for sale and sold to W & W Mitchell

one two horse wagon @ \$15.00  
one cow 6.00

one cow 8.00  
Said W & W Mitchell being \$29.00

the highest and best bidder

Fees Mileage 50 <sup>Returned</sup> William C. Malin Sheriff  
Levy 35 <sup>My Fee</sup>

Advertising 25-

Printers fee 1.00

Postage 58



THE STATE OF OHIO, UNION COUNTY, SS:

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

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 *1<sup>st</sup>* day of *July* A. D. 18*50*  
*Thomas Clark* recovered against *David Wood Jr* the sum of  
*\$2.00* five percent damages upon a certain Judgment hereof  
rendered in the Court of Common Pleas of said county in favor  
~~of the said Thomas Clark and against the said~~  
*David Wood Jr* and also the sum of *\$11.06* for costs  
and charges in that behalf in said Supreme Court expended  
as of record is manifest and whereas also said Supreme Court at  
as well as the sum of the time aforesaid by their mandate sent down to our  
said Court of Common Pleas direct said Court of Common Pleas to  
to carry into execution the aforesaid Judgment as is of record  
*manifest*

dollars and \_\_\_\_\_ cents, for \_\_\_\_\_ damages, as also the sum of \$ \_\_\_\_\_  
for \_\_\_\_\_ cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements

of the said *David Wood Jr*

you cause to be made the ~~due~~ damages, and costs aforesaid, with interest thereon from the *1<sup>st</sup>*  
day of *July* A. D. 18*50* until paid; also the sum of \$ \_\_\_\_\_ the costs of increase  
of common Pleas

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 *Thomas Clark*

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

Witness JAMES KINKADE, Jr., Clerk of said Court, at the  
Court House aforesaid, this *11<sup>th</sup>* day of  
*September* A. D., 185*0*  
*James Kinkade Jr* Clerk.

Goods & Chattels heretofore levied upon being insufficient to satisfy the writ I therefore ledue, Nov 18<sup>th</sup> 1850, upon the following described real estate, containing one hundred and forty five and a half acres be the same more or less situate between the Little Miami and Scioto rivers in the County of Union and State of Ohio being part of a military survey N<sup>o</sup> 12400, 12403, 12393, & 12413 originally for Eighteen hundred and twenty three acres in the name of Andrew Rogers and others patented to the said James Gallaway Jr on the 10<sup>th</sup> day of July 1831 on the waters of Mill Creek a branch of the Scioto river bounded and described as follows to wit - Beginning at two elms a hickory & white oak south east corner to Mary or Mary Vances Survey N<sup>o</sup> 12472 in the line of Benjamin Grimes Survey N<sup>o</sup> 4404 thence with said Grimes line south ten degrees east 186 poles to a hickory and sugar tree corner to Samuel Griffens land thence with his line S 52° W 144 poles to two elms and a hickory in said line easterly corner to Thomas Herds land thence with his line and course thereof N 38° W 296 poles to a beech and elm in the line of said Vanes Survey thence with her line S 83° E 188 poles to the beginning.

Not appraised nor advertised for want of time

Shew Lewis 35-

Lery 35-

W. Mallin Sherriff



Wm. Co. pleas.

Thomas Cook

David Wood

701

18 50

701

~~18 50~~

Filed July 9. 1849

James Runkader Clerk

Col. Bill Wadg

Record

Supreme Court

Recorded

(Cupis)

J. C. ...  
for ...

Thomas Clark, Union Common Pleas

May Term AD 1849.

David Wood, }  
vs

Thomas Clark, complains  
of David <sup>Wood</sup> in a plea of case, for that  
Whereas the Defendant, before and at the time of  
the damages and injury to the Plaintiff hereinafter  
mentioned wrongfully and injuriously kept  
a certain Bull to wit, at the County of Union  
aforesaid, he the Defendant then and there well knowing  
that the said Bull then was of ferocious, vicious, and  
mischievous nature, and that it was dangerous  
and improper, to allow the said Bull, to go at  
large, and unconfined, and not properly  
secured, yet the Defendant whilst he kept,  
the said Bull, as aforesaid, to wit on the <sup>or about</sup> ~~the~~ <sup>10th</sup> day  
of October AD 1848, at the County aforesaid  
wrongfully, carelessly, and improperly, suffered the  
said Bull, to go at large, and unconfined,  
without being properly secured, and without  
taking due and proper care, and precaution  
to secure the same, in that behalf, and which  
said Bull, did then and there break into the  
enclosure of the said Plaintiff, and did then  
and there attack, wound, hurt, injure, and  
kill a certain gray mare of the said Plaintiff  
whereby the said Gray mare, being of great value  
to wit of the value of seventy five Dollars,  
became, and was of no use, profit or value, to the  
said Plaintiff, thereafter to wit, at the County  
of Union aforesaid, (And whereas also ~~thereafter~~  
hereofon to wit on <sup>or about</sup> the ~~10th~~ <sup>10th</sup> day of October 1848, at the



County of Union aforesaid the said Defendant  
Wrongfully and injuriously kept a certain <sup>Bull</sup> he  
the Defendant then and then well knowing that  
the said Bull was then of ferocious and mischievous  
nature and that it was dangerous and improper  
to allow the said Bull to go at large and  
unconfined and not properly secured yet the  
Defendant whilst he kept the said Bull as  
aforesaid to wit on the day and year last aforesaid  
at the County of aforesaid wrongfully carelessly and  
improperly suffered the said Bull to go at large  
and unconfined without being properly secured  
and without taking due and proper care  
or precaution to secure the same in that behalf  
and which said Bull did then and then attack  
wound hurt and injure a certain other Gray  
Man of the Plaintiff of great value to wit of  
the value of Seventy five Dollars by means  
whereof the said Gray Man of great value to wit  
of the value of Seventy five Dollars then and then did  
and became of no value to the said Plaintiff  
to wit at the County of Union aforesaid to the  
Damages of the Plaintiff Seventy five Dollars  
And thereupon he brings his suit

By J. B. Smith his att.

This Deposition  
objected to on the  
following grounds.

1<sup>st</sup> There is no Notice  
attached to the Deposition  
& compliance with the  
Statute

2<sup>d</sup> That the witnesses  
are within the County  
& have been & consequently  
can be brought into Court

3<sup>d</sup> The Deposition is  
not in conformity with  
Law

Dea. J. P. R. R.



I M H Wadham a Justice of the Peace in &  
for the Township of Liberty in the County of  
Union Ohio do hereby Certify that the above  
named John Griffith & Mary Griffith were by  
me first duly sworn to testify the whole truth  
& nothing but the truth & the foregoing deposition  
by them respectively subscribed were reduced to writing  
and were taken at the time & place specified  
in the inclosed notice

In testimony whereof I have hereunto set my hand  
this 19<sup>th</sup> day of November A.D. 1849

M H Wadham J.P.

Luc \$ 4.00

Also Mary Griffith of Union and of lawful age  
being first duly sworn as hereafter certified  
deposes as follows

Question When did you live in the Spring & Summer  
of 1848

Answer on your farm

Question Did you know of my owning a Bull at  
that time

Answer I saw one in your pasture which was  
said to be yours

Question What age would you suppose the Bull to be

Answer I cannot a judge of the age of Cattle but would  
suppose him to have been three years old

Question When was he kept during the season

Answer In the pasture most of the time

Question Was there other Cattle & Horses in the pasture  
with him

Answer There was

Question Was you ever in the pasture when he was there

Answer Yes a great many times & my Children was  
there often & I never saw any thing Cropp about him

Question What age was your Children

Answer two of them was about eight years old &  
another about eleven

Question do you know that I was aforesaid to having  
him run out

Answer I heard you say that you did not want  
him to run out

Question Did you ever hear of any of the Neighbours  
Complaining of his running out

Answer I never heard any Complaint about his running  
out but but heard Complaint (because you did not  
let him run out) Mary Griffith  
Mark



Depositions of Witnesses in a Cause pending in the  
Court of Common Pleas of Union County Ohio  
Wherein Thomas Clark is Plaintiff & David Woods  
is defendant & for said defendant in pursuance  
of the notice herunto attached & at the time & place  
wherein mentioned both Plaintiff & defendant  
Present

John Griffy of the County of Union of lawful  
age being first duly sworn by me as hereafter  
certified deposes ~~and swears~~ as follows

Question When did you live during the year 1848

Answer On David Woods farm

Ques When did you become acquainted with the  
Bull in question in this suit

Answer Some time in April 1848

Question Where was the bull when you first saw  
him

Answer On the Road

Question Where did he run most of his time

Answer In the Woods Pasture of David Woods

Quest. Was you in the pasture at the time the Bull  
Ran there

Answer frequently during the time he ran there

Question Did you know of my keeping horses in  
the pasture at the same time with the Bull

Answer there was horses running in the pasture  
all the time with him

Question <sup>was there</sup> Any other Horses beside my own

Answer I have seen other horses in the pasture  
with the Bull beside Mr Woods

Quest. Do you know whether it was my intent  
to keep him up or not

Answer I know you objected to letting him  
out but gave people privilege to turn their  
Cows in to him always requesting them to put  
up the fence after them



Question Did you know or ever discover any disposition in him to be Cross or agly to Cattle horses or any thing else

Answer I never saw any thing of the kind in him

Question Did you ever know of the fence being left down by those who had turned in Cows

Answer Not intirely down but one or two of the top rails left off or down

Question Did you know of any of the neighbours going through the field with their Waggons

Answer No, but I have seen some of them riding through on horse back

Question did they put the fence up at that time

Answer there were some of the top rails left of which I put up myself

Question did you ever know of the Bulls jumping out of the pasture or throwing the fence

Answer No I never knew of his getting over the fence more than once in my life & at that time the fence was not laid up the full height

Question What height was the fence

Answer generally about eight rails high

Question By Paulif What time in the Spring or summer was the Bull & Horses running together in the pasture

Answer I do not know at what time it was but <sup>some time in the Spring or summer of 1848</sup>

Question did you not know that the Bull was very Poor in the Spring

Answer he was Poor

Question What age would you suppose the bull to be

Answer I should <sup>have</sup> call him a three years old  
John W. Griffith



Supreme Court Case File

Case No. 1850-SC-0003

JUL

18 50

50-50-3

No. \_\_\_\_\_

Union Common Pleas Court.

James M. Drury et al  
Plaintiff,

AGAINST

David Wood, Jr.  
Defendant.

09 81

704

Supreme Court

Judg no Defendts.

Journal /

Page 122

Record No. 1

Page 529

Ex. Doc. 1

Page 580



Filed Nov 10. 1849  
J Kirkadof & M

David Wood }  
vs } In con Pleas  
Ed & Zach. McBroz }

The Clerk will Issue  
Subpoenas for the following witnesses for  
plaintiff - DR Sprague Galatia Sprague  
W D Chamberlin David Doughty Nathaniel Stewart  
Lewis Avery Barnet Bennet George Humbert Theodoros  
Essex Saml Wood, Michael Wolf, Washington Perkins  
Smith Seaman Saml G Hartshorn, Benj Sparks  
Nov. 10, 1849. David Wood for



Wood  
↳  
McIlroy

Sub for Wm -

Served the within on  
Washington Berkins Smith  
Seamans & Wm Becham bin  
all By reading To them  
personally on the 15<sup>th</sup> of  
Nov- 1849 - David Wood Jr

Filed Nov 20. 1849  
D. M. Wade p m



Vertical text on the right page, likely bleed-through from the reverse side of the paper. The text is oriented vertically and is mostly illegible due to fading and the texture of the paper.

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON *Def*  
Washington Perkins, Smith Laman and W. D. Chamberlin

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ <sup>second</sup> day of next term, at ~~ten~~ <sup>nine</sup> o'clock, A.M., to testify and the truth to speak on behalf of David Woodh.

in a certain controversy in said Court depending, wherein

David Woodh is Plaintiff, and James McElroy & Zachariah McElroy  
is Defendant? and ~~the~~ <sup>they</sup> shall in no wise omit, under the penalty of  
the law; and have then there this writ.

*James Kirkaduff*  
WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House

aforsaid, this 10<sup>th</sup> day of November

A.D., 1849.

*James Kirkaduff* Clerk.



In Union Supreme Court

James McIlroy &  
Zachariah McIlroy  
vs

David Wood &

Writ of Error

Recorded

The Curious of the Judges of the Court of Common  
Pleas within Province,  
An Authenticated Transcript of the Decree  
And All Things Concerning the same Together  
with the Original Pils and Pleasings within  
Mentioned are herewith returned as within  
Commanded,

Attest James Keith Clerk of the Court  
Chancery

The State of Ohio Union County, ss.

To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union Greetings;

Because in the record and proceedings and also in the rendition of Judgment in a certain action of Assumpsit, which was lately in our said Court of Common Pleas before you, wherein David Wood Jr was plaintiff and James M'Arroy and Zachariah M'Arroy were defendants, error has intervened, as it is said, and <sup>we</sup> being willing, that such error, if any there be, should be corrected, and full and speedy justice done in that behalf, do Command you that if final Judgment be thereupon given, then without delay, you send to us distinctly and openly, under the Seal of your Court, and annexed to this writ, an authenticated copy of all judgments remaining of record in your Court, in the action aforesaid, together with the original files and pleadings therein, so that having the same in our Supreme Court within and for the County of Union on the first day of our next Term, at the Court House in said County, we may cause further to be done thereupon in our said Supreme Court what of right and according to the laws of the land ought to be done.

Witness James Kirkade Jr Clerk of the Supreme Court within and for the said County of Union  
This 26<sup>th</sup> day of April A.D. 1850.

James Kirkade Jr Clerk



Filed Aug 9. 1849  
J. R. Radey MR

David Wood.

v

James M<sup>c</sup>Elroy.

Zachariah M<sup>c</sup>Elroy

In Union Common Pleas.

Issue a Subpoena for George  
Haul, Andrew Newland, William  
Gladhill, John Raymond, Suel  
Wartstarn vsa Clark, Andrew

Hemmerger, Hugh Stigny, David Danforth,  
Thomas Hurd, Wallace Hurd, John M<sup>c</sup>Elroy, and  
Thomas Hurd, witnesses for Defendant

August 7. 1849

To James Pinkade  
Clerk of Union Common  
Pleas.

J C Doust, att for  
Defts



Filed Aug 8/49  
J. K. Rader, Clerk

David Wood Jr }  
vs } Issue Subpoena to Wood & Cham  
Jas McKoy et al } =berlin, Washington Perkins,  
Smith Seaman. witnesses  
Small & Hartshorn -  
witnesses for Plaintiff -

To Clerk of Union Court  
Pleas.

August 8<sup>th</sup> 1849

Alexander Curry  
Atty for Defd.



Filed April 26<sup>th</sup> 1850  
James Kirk Kades Clerk

David Wood

vs

James McShay &  
Zachariah McShay

Judgment in favor of

The Clerk will give a writ  
of Error in this case

April 26 1850

J & J McShay  
in pro. person



J Wood

James M. <sup>2d</sup> Lloyd  
Gaeland M. <sup>2d</sup> Lloyd

for Witnesses

Filed Nov. 8. 1849  
James Kirkaldy M





Wood  
by  
McLroy

Filed Nov 20. 1849  
I have made for Mr

*[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]*

Said Ward In Union common  
pleas-

James M. Elroy  
D. Macken - M. Elroy

Issue a subpoena  
for Thomas Clark and Juan  
Danforth witnesses for defendant

To James Pinkade J. G. Saughty att.  
Clerk of Union common for defendant  
pleas - Novemb 20 1849



Union Com Pleas

David Woodruff

by  
James McIlroy &  
Zachariah McIlroy

Sub for wits

Filed Aug 16. 1849

James Kimball Esq MR

Deved this writ personally upon all the within named witnesses except John McIlroy. George Hall, Joel Hartshorn, and Hugh Atchney demanded fees which were not paid. Aug 15. 1849.

Fees = mileage 60

Service 1.37 1/2 = \$1.97 1/2

Philip Switzer Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON

*George Haul, Andrew Newland, William Gladhill, John Raymond, Suel Wartshorn, Asa Clark, Andrew Humminger, Hugh Stigney, David Danforth, Thomas Herd, Wallace Herd and John M. Troy*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~next~~ <sup>third</sup> day of next term, at ~~ten~~ <sup>nine</sup> o'clock, A.M., to testify and the truth to speak on behalf of *James M. Troy & Zachariah M. Troy*

in a certain controversy in said Court depending, wherein

*David Wood* p is Plaintiff, and *James M. Troy and Zachariah M. Troy* is Defendant: and this *they* shall in no wise omit, under the penalty of the law; and have then there this writ.

*James Kirkaldy*  
WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House

aforsaid, this

*8<sup>th</sup>*

day of *August*

A.D., 1849.

*James Kirkaldy*

Clerk.



Served this writ personally upon George Haul. Andrew  
~~Andrew~~ William Gladhill, John Raymond, Snel Hartshorn on the 15<sup>th</sup>  
day of November 1849. and upon Asa Clark, Andrew Heminger  
Hugh Stickney, David Danforth and Thomas Herd on the 16<sup>th</sup>  
day of November 1849. and upon Andrew Newland on the 20<sup>th</sup>  
day of November 1849 William Herd and John McElroy not  
found. served upon M. H. Wadhams on the 16. day of November  
1849. Said George Haul, John Raymond, Snel Hartshorn, Asa Clark, Hugh  
Stickney & Thomas Herd demanded their fees which were not paid  
and Andrew Newland demanded his fee which were paid.

Union Com. Pleas

David Wood  
vs

James McElroy &  
Jacobariah McElroy

Sub for writs

Sheriff's fees  
Mileage 70  
Service 1.37 1/2

Philip Snider Sheriff

Filed Nov. 20 1849  
James Kirkady, Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON *George Haul, Andrew Newland, William Gladhill, John Raymond, Suel Hartshorn, Asa Clark, Andrew Heminger, Hugh Stickney, David Danforth, Thomas Herd, William Herd and John McElroy* ~~McElroy~~ *McElroy*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ <sup>second</sup> day of next term, at ~~ten~~ <sup>nine</sup> o'clock, A.M., to testify and the truth to speak on behalf of *James McElroy and Zachariah McElroy*

in a certain controversy in said Court depending, wherein

*David Wood Jr* - is Plaintiff, and *James McElroy & Zachariah McElroy* is Defendant, and this *they* shall in no wise omit, under the penalty of the law; and have then there this writ.

*James Kirkade*  
WITNESS, ~~JOHN CASH~~, Clerk of our said Court, at the Court House  
aforesaid, this *9<sup>th</sup>* day of *November*

A.D., 184*9*.

*James Kirkade Jr* Clerk.



Wood  
Bill of  
Particulars

Recorded

David Wood Jr

vs

James McElroy &  
Zachariah McElroy

Before M. H. Mathews J. P.

Damages \$99.99

Suit brought for damages sustained  
by plaintiff, by reason of a breach  
of a warranty made by defendants  
in writing, on the 8<sup>th</sup> day of December 1845, that plaintiff's  
house would not fail for the space of three or four years, for  
want of any goodness of the materials or workmanship of  
the Mason work or materials for the walls. The damage  
now claimed by plaintiff is \$99.99 by reason of the cellar  
wall under the kitchen part of his said house having failed.

David Wood Jr

June 26 1848

Returnable 2 weeks from Sat 24 June



Filed Aug 1. 1849

James Kimbade for att

David Wood } in Union Court Pleas  
James M. Hooy }  
<sup>vs</sup>

The Clerk will issue  
Subpoenas to the following  
Witnesses for P'tyff. to wit,

David R. Sprague, Galatia Sprague,  
Mrs. Chamberlin, David Sanford,  
Nathaniel Stewart, Lewis Avery, Barnard  
Bennet, George Hambeck, Theodanis Green,  
& Samuel Wood

Albion & Curry  
attys for P'tyff.

To James Kirkcaldie Jr.

Clerk

August 1<sup>st</sup> 1849



Wood  
McHenry

Filed Nov 21. 1849  
C. McKracken per Clerk

Severed this writ personally upon the within  
named Thomas Clark & His own Daughters the  
November 21<sup>st</sup> 1849  
James M. Shroy

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon *Thomas Clark and*  
*Abraham Dauphant,*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court  
House, in the town of Marysville, on the *second* day of ~~next~~ <sup>the present</sup> term, at *9* o'clock, A. M., to  
testify and the truth to speak on behalf of *James McHenry & Zachariah McHenry*  
in a certain controversy in said Court depending, wherein

*David Wood* for Plaintiff, and *James McHenry & Zachariah McHenry*  
*are* Defendant: and this *they* shall in no wise omit, under the penalty of the

law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court

House in Marysville, this *20<sup>th</sup>* day of *Nov*

A. D., 18 *49*

*James Kinkade* for Clerk.



Union Com Pleas

David Woodruff  
vs

James M. Troy

Zachariah M. Troy

sub for writs

Filed Aug 16. 1849

Jas. Mitchell clerk

Record on W. Perkins & -  
Deamans & Co - Markshorn on  
the 15<sup>th</sup> of Aug & paid them for  
attendance on Chamberlain  
on the 11 on D. Sparks on the  
14 of Aug - 1849 - Wood Jr

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON

*Wm Chamberlin, Washington Perkins, Smith, Seaman and Swell & Hartshorn or Benjamin Sparks*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~four~~<sup>third</sup> day of next term, at ~~ten~~<sup>nine</sup> o'clock, A.M., to testify and the truth to speak on behalf of *David Woodruff*.

in a certain controversy in said Court depending, wherein

*David Woodruff* is Plaintiff, and *James M. Stroy & Zachariah M. Stroy* is Defendant; and this *they* shall in no wise omit, under the penalty of

the law; and have then there this writ.

*James Kirkade*  
WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House

aforesaid, this

*8<sup>th</sup>*

day of

*August*

A.D., 1849.

*James Kirkade* Clerk.



Served this writ personally upon Salatia Sprague & Michael Wolf November  
20<sup>th</sup> 1849. and upon Nathaniel Stewart, Lewis Avery George Hornbeck, Theodore  
Barnard Bennet  
Green & Benjamin Sparks November 16. 1849. and upon David R. Sprague November  
20. 1849. Samuel Wood not found, said Barnard Bennet & George Hornbeck  
demanded their fees which were not paid. Also served upon David Dayfort & Incl  
Hartshorn November 15. 1849. Said two last names demanded fees which were not paid.  
Philip Snider Sheriff

Union Corn Pleas

David Wood Jr.

vs

James McElroy &  
Zachariah McElroy

Sheriff's fees

Mileage 85

Service 112 1/2 = \$1.97 1/2

Filed Nov. 20<sup>th</sup> 1849  
James Kirkpatrick Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greetings!

WE COMMAND YOU TO SUMMON David R. Sprague, Galatia Sprague, David Danforth, Nathaniel Stewart, Lewis Avery, Barnard Bennett, George Hornbeck, Theodoras Green, Samuel Wood, Michael Wolf, Inel G. Hartshorn & Benjamin Sparks,

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the <sup>second</sup> ~~first~~ day of next term, at <sup>nine</sup> ~~ten~~ o'clock, A.M., to testify and the truth to speak on behalf of David Wood jr.

in a certain controversy in said Court depending, wherein

David Wood jr. — is Plaintiff, and James McShroy & Zachariah McShroy is Defendant! and this <sup>they</sup> shall in no wise omit, under the penalty of the law; and have then there this writ.

James KirkRade jr  
WITNESS, ~~JOHN CASH~~, Clerk of our said Court, at the Court House  
aforesaid, this <sup>10<sup>th</sup></sup> ~~10<sup>th</sup>~~ day of November

A.D., 1849.

James KirkRade jr. Clerk.



Superior Court  
L. J. McIlroy

vs

David Woodruff

Bond in Error

Filed May 27, 1850  
Lans Kirkpatrick per

Recorded

Know all men by these presents, that we James M. Ilroy  
Andrew Heminger - Zachariah M. Ilroy, John Baker & Benj. F. Over  
of Union County Ohio, are held and firmly bound  
unto David Wood Jr in the penal sum of three hundred  
and Seventeen 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 26<sup>th</sup> day of April  
A.D. 1850. The Condition of the above obligation  
is such, that whereas the said James M. Ilroy and Zachariah  
M. Ilroy, has sued out a writ of Error upon a certain  
judgment rendered in the Court of Common Pleas within  
and for said County of Union at the November Term  
thereof A.D. 1849 in favor of David Wood Jr and against  
the said James M. Ilroy and Zachariah M. Ilroy for  
the sum of forty five dollars damages, and also for  
one hundred and thirteen dollars and forty two cents  
costs; Now if the said James M. Ilroy and Zachariah  
M. Ilroy shall pay the condemnation money and costs,  
in case the said 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.

James M. Ilroy  
Andrew Heminger  
Zachariah M. Ilroy  
John Baker  
Benjamin F. Over

Approved May 27, 1850  
John Kinkadee Clerk  
Sup Court U. C.

Zachariah M. Ilroy  
John Baker  
Benjamin F. Over



Union Sup Court

James M. Brooy &  
Zachariah M. Brooy

v

Jacob Wood Jr

Supersedes notice &  
citation

Filed May 27, 1850  
James Kirk Rade Jr Clerk

Recorded

Served this writ May 27<sup>th</sup> 1850 by  
delivering to the within named David Wood Jr.

Fees = mileage 35-

service 35-

copy Philip Fisher Sheriff 65-

Philip Fisher 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 Assumpsit, in our Court of Common Pleas within and for the County of Union, at the November term A D 1849 in favor of David Woodruff and against James McElroy and Zachariah McElroy for the sum of Forty five dollars Damages and one hundred and thirteen dollars and forty two cents costs, and which said judgment for causes of Error to be corrected an Complaint of the said James & Zachariah McElroy, we have caused to be brought into our Supreme Court by our writ of Error, and also that you give notice to the said David Woodruff that a writ of Error has been sued out upon said judgment, and also that you cite the said David Woodruff to appear before the Judges of our said Supreme Court at the Court House in said County on the first day of the next term of the said Supreme Court to show cause if any there be why the said judgment should not be reversed and why speedy Justice should not be done to the parties in that behalf - and this do as you shall answer the contrary of you peril.

Witness James Kinkead Jr Clerk  
of said Supreme Court at Mansville  
this 27. day of May A D 1850

James Kinkead Jr Clerk



Union <sup>33</sup> Common Pleas.

---

David Wood

vs. ~~John~~ Assumpt

James M Troy et al

---

Declaration

Filed July 11, 1849

James Kirkland clerk

Best bill made  
Record

Recorded

(Copied)

Allison & Cunn  
Atty's for P & S

The State of Ohio,      Court of Common Pleas,  
Union County, ss.      September Term 1848.

David Wood complains of James McElroy and Zachariah McElroy in a plea of Assumpsit, for that whereas the said James McElroy and the said David Wood, on the 8<sup>th</sup> day of October A. D. 1845 at Union County aforesaid, executed and entered into an article of agreement under seal, whereby, in consideration of certain stipulations on the part of said Wood therein contained, said James McElroy was bound to build for said Wood a house in manner and form as in said agreement described and in a workmanlike manner and of good materials; and to the performance of the stipulations of said agreement the said parties thereto were thereby bound under the penalty of all the damages sustained by either party thereto; and the said James McElroy did thereafter and before the 8<sup>th</sup> day of December 1845, at said County, build for said Wood a house, which building purported to be done and made in pursuance of said agreement, but the said Wood, believing the same to have been unskillfully and unfaithfully done, not in a workmanlike manner and not of good materials, then and there refused to accept the same as a proper and legal performance of said James McElroy's part of said agreement; and the said Wood therefore, then and there, made preparations to bring suit against the said James McElroy for the said supposed violation of said agreement. And the plaintiff avers that the said James McElroy and Zachariah McElroy, on the 8<sup>th</sup> day of December 1845, at the County aforesaid, in consideration that the said David Wood would forbear to bring said suit which he was preparing as aforesaid to bring against the said James McElroy executed to said Wood a written instrument whereby they promised and warranted that plaintiff's house should not fail for the space of three or four years for want of any goodness of the material or workmanship of the mason work or materials for the walls thereof, and promised that they would pay to the plaintiff all the damages which he might sustain from any want of workmanship or ~~the~~ goodness in the materials of which said house was built, — of which said instrument so executed as aforesaid by said James McElroy and Zachariah McElroy the following is a substantial copy, to wit:



" This is a compromise between James McElroy and David Wood with regard to building a brick house by S<sup>r</sup> McElroy on L<sup>d</sup> Wood's premises.

We the subscribers do by these presents bind ourselves firmly to pay to the said Wood all the damages he shall sustain from any want of Workmanship or for goodness in the Materials of which said house is built off the condition of this obligation is such that we the subscribers is to warrant said house to not fail for the space of three or four years for want of any goodness of the materials or workmanship of the mason work or or materials for the walls I witness whereof we have hereunto set our hands this 8<sup>th</sup> day of December 1845

Attest,

David Danforth.

James McElroy  
Zachariah McElroy "

And the plaintiff avers that then and there and always thereafter he, the said Wood, in consideration of the said execution of said instrument by said James McElroy and Zachariah McElroy, did forbear and refrain from bringing said suit against said James McElroy which he the said Wood was preparing to bring as aforesaid; and the plaintiff further avers that afterwards and before the expiration of the term or space of three or four years mentioned in said instrument executed as aforesaid by said James

McElroy and Zachariah McElroy, and before the commencement of this suit, at the County aforesaid, said house mentioned in said instrument executed as aforesaid by said James McElroy and Zachariah McElroy proved and was found to be deficient and bad in workmanship and in the materials of which the same was built, by reason whereof the wall under the kitchen part of said house failed, whereby the plaintiffs hath been greatly damaged; yet the defendants, although <sup>often requested</sup> so to do, have not nor hath either of them paid <sup>the said plaintiffs</sup> to the said damages nor any part thereof, to the damage of the said plaintiff Ninety nine dollars and Ninety nine cents; and thereupon he brings suit, &c.

By Allison & Curry,  
His Attornies.

Union Com Pleas

David Woodruff  
vs  
James M. Gray & Zachariah  
M. Gray

Sub for writs

Fees = mileage 90  
service 125  
total 215

Philip Snider Sheriff

Filed Aug 17. 1849  
Jas Kirkcaldy ckr

Served this writ on the 10<sup>th</sup> and 11<sup>th</sup> days of August 1849 personal  
-ly upon ~~James M. Gray~~ David Sanford, Nathaniel Stearns Lewis Sheriff,  
Bernard Bennett. George Hornbeck. Theodore Green, and Samuel West  
served upon Galatia Sprague and David Sprague on the 16<sup>th</sup> day of August  
1849. George Hornbeck and Samuel West demanded fees which were paid  
Wm. D. Chamberlain not found. Served on Michael Mott on  
the 16<sup>th</sup> day of August 1849. Same day upon Galatia Sprague and  
and David A. Sprague.



THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON

*David R. Sprague, Galatia Sprague,  
Wm D Chamberlin, David Danforth, Nathaniel Stewart, Lewis  
Avery, Barnard Bennet, George Hornbeck, Theodoros Green, & Samuel Wood, &  
Michael Wolf,*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the <sup>third</sup> ~~first~~ day of next term, at <sup>nine</sup> ~~ten~~ o'clock, A.M., to testify and the truth to speak on behalf of

*David Wood Jr.*  
in a certain controversy in said Court depending, wherein

*David Wood Jr*

is Plaintiff, and

*James McElroy & Zachariah McElroy*

is Defendant; and this

*They*

shall in no wise omit, under the penalty of

the law; and have then there this writ.

*James Knirkade*

WITNESS, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House

aforsaid, this

*2<sup>d</sup>*

day of *August*

A.D., 1849.

*James Knirkade Jr*

Clerk.

in Court

James McGee - ad  
Nathan McGee  
ad -  
David Wood,

Plca

Filed July 25, 1849

James Kirkaduff clerk

Recorded

(Copied)

L. B. Bouly att. for  
Sept



James McElroy, d. } Review Common  
Gachonah McElroy } pleas.

ads-

David Wood } (And the said James  
McElroy and Gachonah.

McElroy, comes and defends and  
says that they did not assume and  
promise, in manner and form as  
the said David Wood hath declared  
against them of and of this they put  
themselves upon the country and the said  
David Wood doth the like -

By J. C. Doughty, their atty

David Woodh

James M. Gray was

Bill of Receipts

Filed November 23, 1849  
James Kirkaldy Clerk

Received of  
James M. Gray  
the sum of  
\$100.00  
for  
rent of  
the  
premises  
situated  
at  
No. 10  
South  
Third  
Street  
St. Louis  
Mo.  
for  
the  
month  
of  
November  
1849

Received of  
James M. Gray  
the sum of  
\$100.00  
for  
rent of  
the  
premises  
situated  
at  
No. 10  
South  
Third  
Street  
St. Louis  
Mo.  
for  
the  
month  
of  
November  
1849

James M. Gray  
David Woodh  
James Kirkaldy



David Wood }  
vs }  
James McHoy }  
Zachariah McHoy }

in assumpsit

Be it remembered that at the November term A D 1849 of this Court of Common Pleas of Union County Ohio the defendants filed a motion in arrest of judgment which motion the Court overruled, to which ruling defendants excepted & their exception is allowed & sealed & made part of the record -

J. L. Fisher Seal  
Levi Phelps Seal  
James R. Smith Seal  
M. Woods Seal  
Seal

Wood  
v  
McKey

Motion in  
arrest

Filed Nov. 23. 1849  
James Kirkland for Clerk

*[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]*



David Wood

vs  
James McHoy  
Zachariah McHoy

In assumpsit

And now come the depts  
move the Court to arrest the Judgment in this  
case for the following reasons

1. Because the evidence of the party was in-  
properly received & the evidence did not  
relate to any matter about which the party  
had a right of action
2. Because no right of action had accrued  
or could accrue in the contracts set  
out in the Declaration or offered in  
evidence
3. The contract of guaranty in evidence  
was executory & no right of action  
had accrued on it
4. The proceedings are otherwise irreg-  
ular defective & illegal

By Doct. Lawrence  
depts Atty

No. 5-64

David Wood Jr  
vs

James M. Slroy &  
Zachariah M. Slroy

Damages \$45<sup>00</sup>  
Costs 113<sup>42</sup>

Int from Nov 23/49

Increase costs "41

Filed May 27, 1850  
James Kinrade Jr clur

Recorded

Received this writ December 17<sup>th</sup> 1850, there being no good or  
settles found whereon to levy, I therefore levied upon the following  
described real estate, to wit, situate in the County of Union and  
State of Ohio, part of Military Survey No. 12400, 12403, 12393, and  
12413 beginning at a large white oak, large Red oak and small sugar  
tree, northerly corner to James Baldwin's Survey No. 8267; thence  
N 38 W 160 poles to a stake, thence S 52 W 150 poles to a stake, thence  
S 38 E 160 poles to a stake in the line of said Baldwin's Survey, thence with  
said line N 52 E 150 poles to the beginning, containing one full  
and fifty acres, except 20 acres heretofore sold to Thomas  
Herd and 180 acres sold to Zachariah McElroy levied upon  
subject to a levy heretofore made in the case of the State  
of Ohio vs James McElroy in which the same  
had been appraised April 24, 1850, advertised the  
same for sale on the 24<sup>th</sup> day of April 1850 by publication  
in the Marysville Tribune a Newspaper published  
and in general circulation in said County to be sold  
on the 27<sup>th</sup> day of May 1850, further proceedings  
stayed by supersedeas in Error May 27, 1850

Fees = mileage 5  
do wise 33  
Levy 36  
Advertising 25  
for fee \$3.75

Philip A. Under 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 20<sup>th</sup> day of November A.D., 1849

recovered against David Woodruff  
James M. Troy and Zachariah M. Troy

as well as the sum of \_\_\_\_\_ dollars and \_\_\_\_\_  
cents for \_\_\_\_\_ debt, as the sum of Forty five dollars  
and \_\_\_\_\_ cents, for his damages, as also the sum of \$ 113.42  
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 James M. Troy and Zachariah M. Troy

you cause to be made the ~~due~~ damages and costs aforesaid, with interest thereon from the 23<sup>rd</sup> day of November A.D., 1849, until paid; also the sum of \$ — 41 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said David Woodruff

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 17<sup>th</sup> day of December A.D., 1849.

James Kinkade Jr Clerk.

E D 364

David Wood 2

is

James M. Ilroy

Zachariah M. Ilroy

Costs \$113.42

Increment 5.92

73

This will

Filed Nov 8 1852

James Linn Clark

They in this will replace 1st 1852  
Levell Peter 21 52 upon the following property  
to wit one two horse wagon, had the other wagon  
advertised in the Glasgow Gazette & have a newspaper  
published and in general circulation in town being  
of the first class ten day papers to the day of sale  
of course to put on the lot the day of sale  
at being the day of advertisement and property to be  
sold between the legal hours; Ten below will  
and four below P. M. of the day of the sale of property  
at the residence of the defendant at

Public estate and not paid for want of

Bidders

|              |       |
|--------------|-------|
| See above    | 100   |
| Levy         | 35    |
| Levy         | 35    |
| Bond         | 30    |
| Advertising  | 25    |
| Return       | 10    |
| Printers fee | 1.50  |
|              | <hr/> |
|              | 4.05  |

William Wallace Sheriff



**The State of Ohio, Union County, ss.**

To the Sheriff of Union County Greeting:

WHEREAS in a certain action in assumpsit lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein David Wood Jr

\_\_\_\_\_ was Plaintiff and James McIlroy & Zachariah McIlroy \_\_\_\_\_ was Defendant

the costs of said case were taxed at forty two & thirteen Dollars and 42 cents for which Judgment was rendered against the said James McIlroy &

Zachariah McIlroy on the 23 day of November A. D. 1849 by said Court you are therefore commanded that of the goods and chattels, and for want thereof, then of the lands and tenements of the said James McIlroy & Zachariah McIlroy \_\_\_\_\_ in your bailwick, you cause to be made, the costs aforesaid and

interest thereon until paid, and also the further sum of \$ 5.92 increase costs and the costs that may accrue, and if you shall levy and make said costs and interest do you have the same before 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 there this writ.

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 1 day of September A. D. 1852

James Turner Clerk.

David Wood  
vs

James M. Troy &  
Zachariah M. Troy

|                |         |
|----------------|---------|
| Damages        | \$45.00 |
| Costs          | 113.42  |
| Increase Costs | 5.16    |
| Writ           | 41      |

Filed Nov 18. 1850  
J. A. Pinkade Jr Clerk

Recorded

D Wood  
vs

Received this writ October 15. 1850. Not advertised  
for want of printers fees. Philip Sudder Sheriff

Received this writ of former Sheriff  
And Not Advertised for want of time November 18 1850  
William C. Melin Sheriff

Geo Lewis 35



THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale these Lands and Tenements of *James M. Gray and Zachariah M. Gray* *Trsit.* Situate in the County of *Union* and State of *Ohio.* part of Military Survey No. 12400. 12403. 12393 and 12413. Beginning at a large white oak, large red oak and small sugar tree Northwesterly Corner to James Baldwins Survey No 5267. Thence N 38. W 100 poles to a stake, thence S. 52. W 150 poles to a stake; thence S 38. E 100 poles to a stake in line of said Baldwins Survey; thence with said line N. 52. E. 150 poles to the beginning containing One hundred and fifty acres, except 20 acres heretofore sold to Thomas Herd and 30 acres sold to Zachariah M. Gray.

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

the sum of *Forty five* dollars and *00* cents for *his* damages, together with \$ *113.42* for *his* costs, with interest thereon from the *23<sup>rd</sup>* day of *November* A.D. 184. until paid, which late in our said Court the said *David Wood*

recovered against the said *James M. Gray & Zachariah M. Gray*

as of record is manifest. Also, \$ *5.16* increase of costs, and the accruing costs.

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

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

*James Kinkead*  
Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this *15<sup>th</sup>* day of *October*

A.D. 18*50* *James Kinkead* Clerk.

Union Com Plus 580

David Wood Jr  
James McIlroy &  
Zachariah McIlroy

Deacons \$2.25  
Costs 12.27  
Writ " 41

Filed Nov. 18, 1850  
J. K. Keady Clerk

Recorded  
L. Wood

Received this writ October 15, 1850

Received this writ of former Sheriff Oct 30<sup>th</sup> 1850

Lined November 2<sup>nd</sup> 1850 on one two horse Buggy as the  
Property of James McIlroy & Zachariah McIlroy and  
took Bond for delivery of said Property advertised  
said property for sale by publication in The Mayeville  
Tribune for at least ten days previous to the day of sale.  
I afterwards to wit, on the 16<sup>th</sup> day of November 1850  
(it being the day I advertised the same to be sold) between the  
hours of ten o'clock A. M. and four o'clock P. M. offered  
the same for sale, not sold for want of bidders

|              |      |
|--------------|------|
| Fees mileage | 1.00 |
| levy         | 35   |
| Service      | 35   |
| Bond         | 50   |
| advertising  | 25   |
| Pr fee       | 1.00 |

William C. Rubin Sheriff



THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of *Union* County, Greeting;

*Supreme Court*

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 *1<sup>st</sup>* day of *July* A. D. 18*50*

*David Wood Jr. recovered against James M. Troy & Zachariah M. Troy the sum of \$2.25 five per cent damages upon a certain judgment heretofore rendered in the Court of Common Pleas of said County in favor of the said David Wood Jr. and against the said James M. Troy & Zachariah M. Troy, and also the sum of \$12.27 for costs and charges in that behalf in said Supreme Court expended as of record is manifest, and whereas also said Supreme Court at the time aforesaid by their mandate sent down to said Court of Common Pleas direct said Court of Common Pleas to carry into execution the aforesaid judgment as is of record manifest*

*cents for* \_\_\_\_\_ *debt, as the sum of* \_\_\_\_\_  
dollars and \_\_\_\_\_ cents, for \_\_\_\_\_ damages; as also the sum of \$ \_\_\_\_\_  
for \_\_\_\_\_ cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements

of the said *James M. Troy & Zachariah M. Troy*

you cause to be made the ~~the~~ damages, and costs aforesaid, with interest thereon from the *1<sup>st</sup>* day of *July* A. D. 18*50* 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 *David Wood Jr.*

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

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

Court House aforesaid, this *15<sup>th</sup>* day of

*October* A. D., 1850  
*James Kinkade Jr.* Clerk.

David Wood

vs

James Jackson

McHenry

---

Receipt for

Execution

---

Filed Aug 7 1853

James Linn Clerk

By J. H. Clark

Att'y for Plff



David Wood

vs

James McLroy  
& Zacharia McLroy

} judgment above of 1849

} In the Court of the County  
of common Pleas

Issue an Execution against the defendants  
in the above case for the amount remaining  
due on said judgment

Apr 4<sup>th</sup> 1853

R. C. Clark, Atty  
for Plff.

Wood  
McHenry

Presper Et

Filed Dec. 17. 1849  
J. H. Keady Clerk

Raymond D. B. A.

Mr James Keady Clerk  
Union County Ohio

51

W. H. Keady



Nov The 29<sup>th</sup> - 1849 Mr Finkade sir I left orders with Mr  
James Crawford to have an Execution issued immediately on  
the House affair against the McGloy's I have not heard  
any thing from him since Saturday the 24 inst

I would say to you if it has been done well if it is  
not done nor no appeal taken to the Supreme court

I wish you to issue forthwith an Execution & put it into  
the hands of the Sheriff for servis

The reason why I wish it done without  
delay is the word is that Mr McGloy's have sold their  
Farms and are going to leave the state & going to the sta  
of Indiana But if the case is appealed I would like to  
have you drop a few lines to me and give me the name of  
the person or persons that stand as security for cost on the  
appeal

Yours respectfully David Wood Jr.

Wood.  
McIlroy &  
Pres for Exec

Filed Oct 15. 1850  
I. Kirkland for clerk



David Wood Jr  
vs  
James McShoy &  
Zachariah McShoy

Judgment in Union Common  
Pleas and Supreme Court

Issue Execution on both of above  
Judgments. To Sheriff of Union County &  
October 15. 1850.

To the clerk of Union  
Com Pleas.

David Wood Jr

L 47  
David Wood Dr  
No

James Mc Brog &  
Lyacheniah Mc Brog  
Transcript

Ind \$ 0.31

Filed Sept 20, 1848  
John Cassel Clk

Recorded



|                  |                      |                                                                                     |
|------------------|----------------------|-------------------------------------------------------------------------------------|
| David Wood Jr    |                      | Bill of Particulars filed For Damages 99.99                                         |
| vs               |                      | Summon issued June 27 <sup>th</sup> 1848 Returnable July                            |
| Janus McBroz &   | 8 <sup>th</sup> 1848 | at 1 O'Clock P.M. Ret. ind. served this writ                                        |
| Gashinah McBroz  |                      | by copy on the 27 <sup>th</sup> left with depts son Jus Travelle                    |
| Justices Fees    |                      | Service 20 <sup>th</sup> Copy 12 <sup>th</sup> (42 <sup>th</sup> ) E Hammond Court. |
| Sum              | 12 <sup>th</sup>     | Subpoena issued by order of pt. for David Sanford                                   |
| Sub              | 36                   | Lewis Avery Geo Hornbeck Wm Page David                                              |
| Sub              | 32                   | Sprague Ret. ind. personally served this writ by                                    |
| Affidavit        | 25                   | reading to the within named persons Jus                                             |
| Adj <sup>t</sup> | 10                   | Travel 70 Service 60 (130) E Hammond Court.                                         |
| Sub <sup>a</sup> | 16                   | Subpoena issued 6 <sup>th</sup> July 1848 by order of pt.                           |
| Sub <sup>a</sup> | 44                   | for Geo. Hall Andrew Newland Saml. Wood Bond                                        |
| Sub              | 68                   | Bennett E Hammond Nathaniel Stewart                                                 |
| Dein             | 25                   | Ret. ind. Personally served this writ by reading                                    |
| Swearing Nitrap  | 76                   | B Bennett & A Newland demands Jus                                                   |
| do Jury          | 24                   | which paid Jus Travel 25 Ser 50 (75)                                                |
| Judgt            | 25                   | E Hammond Court.                                                                    |

July 8<sup>th</sup> 1848 Deft. appears & filed his affidavit  
 Wilnes pursuant that he had material Nitrap out of the County  
 1<sup>st</sup> day appearance and asked an adjournment which was granted  
 Trial adjourned until July 19<sup>th</sup> 1848 1 O'Clock P.M.  
 L. Avery Subpoena issued by order of pt. for Galatia Sprague  
 Geo. Hornbeck & David Sprague Ret. indorsed served this writ  
 David Sanford & David Sprague by reading Jus Travel 5 Service 20 (25)  
 Theodoras Green E Hammond Court.  
 Geo. Hall  
 A Newland Subpoena issued by order of pt. July 10<sup>th</sup> 1848  
 Saml. Wood for Andrew Newland Saml. Wood Bennett  
 Bennett E Hammond Nathaniel Stewart  
 E Hammond David Sanford J Green L Avery Geo. Hornbeck  
 Nathaniel Stewart Sub Ret. ind. served this writ by reading B Bennett  
 David Sprague J Green Geo. Hornbeck & A Newland demands Jus  
 Gallias Sprague Newland & Bennett paid Jus (120)  
 Court Fees E Hammond Court.  
 Sub<sup>a</sup> - 130 Subpoena issued by order of deft. for Geo. Hall A Newland  
 Sub<sup>a</sup> - 75<sup>th</sup> Land Wm Gladhill Tho<sup>s</sup> Hera Hugh Stickney Wallace  
 Sub 120 Hera Asa Clark A Sanford Wm Hera J. Raymond  
 Sub 200 A Heminger John McBroz Sul Hartson Jacob  
 Dein - 70 Orakood John Hix Subpoena Ret. ind. served this  
 1 day atten 50 writ by reading to all except Thomas Hera John  
 Hix & John McBroz not found Jus \$2.00



Witnesses present on 2<sup>nd</sup> days appeared  
 Gallatia Sprague David Sprague A Newland  
 Sawd Wood B Bennett E Hammond A Stewart  
 J Danforth J Green J Avery  
 Geo. Hornbeek Geo. Hall Wm Gladhill  
 Asa Clark Hugh Stehney J Heminger  
 Malae Hera J G Hartshorn John Raymond

July 19<sup>th</sup> 1848 10 C P M Parties appeared & deft. demanded a Jury Thereupon the parties struck & chose the following persons good & lawful men as Jurors venire issued to E Hammond Const. Returnable 19<sup>th</sup> July 1848 10 C P M venire put in service the within on J Boughan. At Raymond Wm Boughan Tho Clark A Gleason Amos Underwood Jus 70 E Hammond Const. the following good & lawful men sworn & impaneled as Jurors Tho Clark Ara Gleason Lemmah Boughan Nathaniel Raymond Amos Underwood & Wm Boughan

July 19<sup>th</sup> 1848 10 C P M Parties present & trial had Gallatia Sprague David Sprague A Newland Sawd Wood B Bennett E Hammond Nathaniel Stewart J Danforth J Green Lacey Geo. Hornbeek sworn & examined as witnesses in behalf of the pt. & Geo. Hall William Gladhill Asa Clark Hugh Stehney J Heminger Malae Hera John Raymond J G Hartshorn on the part of the deft. After hearing the above ~~Witnesses~~ testimony the Jury returned & delivered their verdict in open Court of no Cause of action therefore Deft. is rendered against pt. for costs Taxed at Twenty nine dollars & fifty six Cents

Bill of Costs Charged to Pt.

|                 |          |                                       |                        |    |
|-----------------|----------|---------------------------------------|------------------------|----|
| Witnesses Jus - | 15 00    | } Costs Chg <sup>d</sup> to deft. for | Witnesses not Examined |    |
| Jury do         | 3 00     |                                       | Hiram Danforth         | 50 |
| Const. do       | 7 12 1/2 |                                       | Wm Hera                | 50 |
| Jurors do       | 393 1/2  |                                       | Jacob Brahood          | 50 |
| Total           | \$ 29 56 |                                       | 150                    |    |

In the action of David Wood & against James & Gachemak Mc Hoy & Moses Dean acknowledge myself bail for the appellant in the sum of twenty five dollars to be levied of my goods Chattels land & Invements in case the appellant shall be condemned in the action & shall fail to pay the Condempn-ation money and costs that have accrued & costs that may accrue in the Court of Common Pleas signed Moses Dean Taken signed & acknowledged before me this 27<sup>th</sup> day of July 1848

M H Wadham D P  
 for Liberty Township Union Co

State of Ohio Union Co Liberty Township ss  
 I do hereby Certify that the above is a full & true copy from my docket of the proceedings had by & before me in the above case

M H Wadham D P  
 for the aforesaid Township



the S<sup>r</sup> Woods is to dig out the Sellar and foundation ditto  
ready for laying the wall when called for

For and in Consideration for the building of the aforesaid house and  
labour the said Wood agrees to pay the said Mr Gray three  
hundred and ten Dollars in the following payments  
first is to be a good warrantee Deed of forty nine acres and  
one hundred and three poles being the same that Mayy came  
Deded to S<sup>r</sup> Wood the 20<sup>th</sup> day of Jan 1845 being 34 acres and  
60 poles also fifteen acres and 43 poles Deded to said Woods  
by Wm Herd dated March 11<sup>th</sup> 1839 at four Dollars pr acre  
sixty dollars in trade at the appraisement of John Rayman  
and <sup>J. E. Curran</sup> ~~John Rayman~~ ~~and J. E. Curran~~  
by the first of June next or before as can be agreed on  
the balance in cash or money <sup>J. E. Curran</sup> by the first day of June  
next

all of which we bind our selves under the penalty of all  
the damages sustained by either party within our  
hands and seals the day and year first above written  
Attest David Danforth

James M. Gray  
David Wood, Jr Seal

Recd May 15<sup>th</sup> 1846 of David Wood jr all <sup>the</sup> trade part  
in this article except four Dollars and 80 cents  
and to full satisfaction of the land and fifty Dollars of the  
Cash — that makes to full satisfaction of the whole except  
the extra labor and materials in said house  
J. M. Gray

Article of agreement  
J. M. Gray &  
D. Wood

"A"



Artical of agreement made and entered into, this 8<sup>th</sup> day of  
October 1846 Between James McThoy of the first part and  
David Wood of the second part both of the county of Union  
and State of Ohio Witnesses as follows

That the said McThoy doth agree to find Brick lime and  
sand necessary for building a Brick house and manufactory  
the same and build a Brick house of the following Descri-  
ption, <sup>in a soft manilla masonry of good materials</sup> 14 feet wide and 32 feet long, two story high the lower  
story 4 feet in the Clear and the upper story 7 1/2 feet high in  
the Clear the foundation to be 14 inches <sup>Deep</sup> below the top of the  
~~steps~~ steps. There is to be a kitchen on the back of said house  
16 feet wide and 20 feet long one story high 4 feet in the  
Clear with a cellar under the same 6 feet in the Clear  
under the steps and is to complete the same that is  
the mason work of laying up the walls by the first day of  
December next. Further more the said McThoy is to make  
an oven in the kitchen and a stone Chimney from the  
square of the upright part of said house for which the  
said Woods is to pay Extra for the same a reasonable  
price that is the oven attached the kitchen Chimney, not  
the stone Chimney. There is also to be one Chimney in one  
End of the upright part of said house also there is to be one  
brick partition in the two story part of the house and the  
said Wood has the privilege of any alterations he sees proper  
by paying Extra for the same which is not named in the  
following conditions of payments

The said Wood doth for his part agree to find all the window  
and door frames ready made on the ground also the steps  
and joise and Rafters all prepared to lay in to said  
house and kitchen and the said parties are jointly to  
assist each other in laying in said joise and steps  
and Rafters all to <sup>be</sup> ready when called for by McThoy



Handwritten text at the top left, possibly a name or title.

Vertical handwritten text on the left side of the page, possibly a list or index.

Vertical handwritten text in the middle-left section of the page.

Filed Nov. 23. 1849  
James Kirkman pro R

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David Wood Jr }  
James McKroy & }  
Zachariah McKroy }  
In Assumpsit - In the  
Court of Common Pleas of  
Union County Ohio

Be it remembered that on the  
trial of this cause at the November Term of the  
said Court of Common Pleas A.D. 1849 the said  
David Wood Jr to maintain the issue on his part  
offered in evidence the contracts hereto annexed  
marked "A" & "B" & made part hereof & proved

their execution to which evidence the depts. objected  
<sup>the kitchen was not embraced in the quantity provided in Contract "B"</sup>  
but the Court overruled the objection & admitted said

Contracts in evidence. The plff. then proved that  
defendant James McKroy erected the buildings  
described in said Contract annexed marked "A"  
and offered testimony tending to prove that the  
cellar wall of the kitchen building described in said  
Contract "A" was defective in workmanship and

materials & that the same had failed in consequence  
<sup>on the ground that said kitchen was not embraced in the contract "B"</sup>  
thereof to all which depts. objected, but the Court  
overruled the objection & received the testimony

and the Jury having rendered a verdict against  
depts. the depts. moved the Court for a new trial  
because of the improper testimony introduced as aforesaid  
which motion was overruled & judgment entered

on the verdict to all of which depts. excepted  
& prayed that said exceptions might be allowed  
which is done & the same is made part of the  
recd.

L. S. Tolson  
J. W. Phelps  
James R. Smith  
W. W. Wood  
*(Seal)*  
*(Seal)*  
*(Seal)*  
*(Seal)*

This is a Compromise between James McIlroy and David  
Wood with regard to building a brick house by J. McIlroy  
on J. Woods or D. Wood premises

We the subscribers do by these presents bind our  
-selves jointly to pay to the said wood all the damages  
he shall sustain from any want of workmanship or  
for goodness in the materials of which said house is built off  
the condition of this obligation is such that we the subscribers  
is to warrant said house to not fail for the space of three  
or four years for want of any goodness of the materials  
or workmanship of the mason work or materials for the walls

In witness whereof we have hereunto set our hands this 8<sup>th</sup>  
day of December 1845

Attes

David Danforth

"B"

James McIlroy

Zachariah McIlroy



Supreme Court Case File  
Case No. 1850-SC-0004

50-50-4

No. ....

Union Common Pleas Court.

James H Gill

Plaintiff,

AGAINST

C Lee (Treasurer,

Defendant.

Supreme Court

JUL 18 50

Judg vs Defendant

Journal 1

Page 725

Record No. 2

Page 5

Ex. Doc.

Page



~~Cyprian Lee, Treasurer of~~  
Allison Common Pleas  
Cyprian Lee, Treasurer of  
Union County, Successor in  
Office of Alexander Pallock, late  
Treasurer of said County,  
for the Use of said County,

v.s.

James H. Gill

in Assumpsit.

Præcipe for Summons.

Filed April 23<sup>d</sup> 1847  
John Cassil, Clerk

Allison & Co  
attys.

Cyprian Lee Treasurer of  
Union County, Successor in  
Office of Alexander Pollock late  
Treasurer of said County,  
for the use of said County,  
vs.

James H. Gill.

In Assumpsit.  
Damages \$ 300,00

Issue a summons returnable  
at next Term. Endorse: "Suit brought on a joint  
and several note of hand, given by Defendant  
and one C. Winget since deceased, to plaintiff, for  
One Hundred and fifty five Dollars, with interest  
payable annually, dated March 10<sup>th</sup> 1838, and  
payable two years after date, &c. — Also, for  
goods sold and delivered, &c. Damages  
Claimed as due Three Hundred Dollars."  
Allison & Curry  
Attys for plff.

To the Clerk of Union County }  
Amoson Pleas. }

Dated April 22<sup>d</sup> 1847



I acknowledge service of the within writ on  
behalf of James H. Gill May 3<sup>d</sup> 1847  
John Caspil

Union Common Pleas

C. Lee, Treasurer &c

vs

James H. Gill

Filed May 4<sup>th</sup> 1847

John Caspil, Clerk

Sheldon & Berry  
Attys for Plaintiff

will brought on a joint and several note of hand  
given by Defendant and one G. W. Winger, since  
received, to Plaintiff, for One Thousand and fifty  
five dollars, with interest payable annually,  
data March 10<sup>th</sup> 1838, and payable two years af-  
ter date, &c Damages claimed as due. Three  
Thousand Dollars.

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon

*James H. Gill*

to appear

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

*Cyprian Lee, Treasurer*

*of Union County, successor of Alexander Pat-*  
*lock late Treasurer of said County*

in a plea of Assumpsit damages *Three Hundred* dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

ssid Court, at the Court House afore-

said this *23* day of *April* A. D. 1847.

*John Cassil* CLERK.



Union Supreme Court

James H. Gill

vs

Clara Treasurer of Union  
County Ohio Successor in  
Office of A. Pollock late Treasurer  
of said County

Supersedeas, Notice &  
Citation

Filed June 5. 1850  
James Kinkead p. Clerk

Pro acknowledged on the within  
James H. Gill  
Plaintiff's Counsel  
Atty for被告 Kinkead

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;  
You are hereby Commauded that you for bear  
all further proceedings upon a judgment rendered  
in a certain action of Assumpsit in our Court of  
Common Pleas within and for the County of Union, at  
the May Term thereof A.D. 1849 in favor of C. Lee Treasurer  
of Union County Ohio, Successor in Office of A Pallock  
late Treasurer of said County, and against James H. Gill  
for the sum of One hundred and Ninety seven dollars  
and ten Cents damages and five dollars and  
Nineteen Cents Costs, and which said judgment for  
Causes of Error to be Comted on the Complaint of the  
said James H. Gill, has been caused to be brought into  
our Supreme Court <sup>within and for the said County of Union</sup> by our writ of Error, And also  
that you give notice to the said C. Lee Treasurer of  
Union County Ohio, Successor in Office of A Pallock  
late Treasurer of said County, that a writ of Error  
has been sued out upon said Judgment;  
And also that you cite the said C. Lee Treasurer of  
Union County Ohio Successor in Office of A Pallock  
late Treasurer of said County, to appear before  
the Judges of the Supreme Court aforesaid at the Court-  
House in said County on the first day of July next  
to show Cause if any there be why the said Judgment  
should not be reversed, and why speedy justice should  
not be done to the parties in that behalf; and this  
do as you shall answer the Contrary at your peril  
Witness James Kinrade Jr Clerk of  
said Supreme Court at Mansville this  
5<sup>th</sup> day of June A.D. 1850  
James Kinrade Jr Clerk



deced this personally upon the within  
named witness June 28, 1848.

Fees - mileage 5

Lawyer 12 1/2 = 17 1/2

Philip Snyder Sheriff

C. Ler, Treasurer  
&c

vs

J. H. Gill

Filed June 28 1848  
John Cassil, clk

**THE STATE OF OHIO, UNION COUNTY, SS.**

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

WE COMMAND YOU TO SUMMON

*Wm. B. Irwin*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on ~~the first day of next term, at ten o'clock, A.M.~~ <sup>*tomorrow at 9 o'clock*</sup>, to testify and the truth to speak on behalf of *C. Lee Treasurer &c*

in a certain controversy in said Court depending, wherein

*C. Lee Treasurer*  
*J. H. Gill*

*&c*  
is Plaintiff, and

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 our said Court, at the Court House

aforsaid, this

*28<sup>th</sup>* day of *Jun*

A.D., 184 *8*

*John Cassil* Clerk.



Union Supreme Court

James A. Gill  
vs

vs Lee Treasurer of Union  
County Ohio successor in  
office of A. Pallock late  
Treasurer of said County

Writ of Error

The Answer of the Judges of the Court of Common Pleas  
within named.

An Authenticated Transcript of the Judgments  
and all things concerning the same together with  
the original files and pleadings within mentioned  
are herewith returned as within Commanded

Attest. James Kirkwood Jr. Clerk of Union Court  
Pleas

The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Greeting;

Because in the record and proceedings and also in the rendition of Judgment in a certain action of Assumpsit which was lately in our said Court of Common Pleas before you wherein W. Lee Treasurer of Union County Ohio Successor in Office of A. Pollock late Treasurer of said County was plaintiff and James H. Gill, was defendant, Error has intervened as it is said and we being willing that such error, if any there be, should be corrected, and full and speedy Justice done in that behalf, do command you that if final Judgment be thereupon given, then without delay, you send ours distinctly and openly, under the Seal of your Court, and annexed to this writ, an Authenticated Copy of all Judgments remaining of record in your Court in the action aforesaid together with the Original Files and Pleadings therein so that having the same in our Supreme Court within and for the County of Union on the first day of July next, at the Court House in said County we may cause further to be done thereupon in our said Supreme Court, what of right and according to the laws of the land ought to be done.

Witness James Kirkade Jr Clerk of the Supreme Court within and for the said County of Union this 4<sup>th</sup> day of June A.D. 1850.

James Kirkade Jr Clerk



1842 said Administrator ascertained that  
said estate would be insolvent. But before  
it was ascertained that said estate would be in-  
solvent the debt due said County as afore said  
from said W. Sparhawk and W. Blair was fully  
paid and satisfied. The said Administrator  
afterwards and on the 28<sup>th</sup> day of October 1845  
and the Board of Commissioners to recover  
back, and did a cover back from them on  
the day of A. D. The sum of  
~~the~~ as and for the Money over  
= paid by said Administrator on the said debt  
contracts by said Wright as herein before men-  
tioned and on account of said estate of said  
Wright being insolvent.

Shen A. Andrews  
Atty for debt  
A. D. 1845  
Atty for P. H. H.

Agreed Statement  
of Facts

Filed June 29, 1848  
John Cassil clk

Not Recd

Cyprian Lee, Treasurer, & Co. }  
vs. } Union Com. Pleas.  
James H. Gill.

The following is the agreed  
Statement of facts in this case.

March 16<sup>th</sup> 1838 C. Waight  
purchased of the County of Union the Old Court  
House with a lease for years thereon, for which  
said Waight gave his note upon which this  
suit is brought, with the Defendant as surety.  
Said Waight died intestate. His administrators  
on the 5<sup>th</sup> of December 1839 sold said Court House  
to Robert McBratney and Stephen McLain,  
who executed their notes to said administrators,  
one for \$88, payable Dec. 8<sup>th</sup> 1840, and one  
other for \$88.50 payable Jan 5<sup>th</sup> 1841. On the  
14<sup>th</sup> of December 1839 said administrators supposing  
said estate solvent gave to the Board of Com-  
missioners of said County said notes of said Mc-  
Bratney and McLain, together with the individ-  
ual due bill of said administrators for \$6  $\frac{96}{100}$   
in payment and discharge of said note now  
herein in suit, and the Board of Commissioners  
delivered up said note upon which this suit  
is brought and gave a receipt for the full  
payment thereof to said administrators. This  
arrangement was made at the request of the  
said administrators, said Gill being informed  
that said arrangement was talked of before it was  
made. Said Gill was afterwards, at the same  
session of the board of Commissioners, informed by one  
of the Board of Commissioners who was one of the  
~~Board of Commissioners~~ administrators of said  
estate, that said note was settled as above-  
mentioned. — Afterwards and about the year



Captain Lee Trammell

vs  
James H Gill,

Issue a subpoena  
to Mr B Krain witness  
for Dep in above case  
for 3rd day —

To John Cassil Clerk

Allison & Curry  
Attys for Dep

C. Lee, Treasurer, &c.,

vs.

James H. Gill

—  
Closing argument  
for plaintiff.



Cyprian Lee, Treasurer, &c.

vs.  
James H. Gill

Union Common Pleas.

Closing Argument for Plaintiff.

Defendants' Counsel say, in the opening of their argument, that the note of Winget and Gill "was fully paid and satisfied - No suit could possibly, under any circumstances, have been brought upon it by the Commissioners after their settlement with the administrators of Winget." Commenting upon the case of Rogers vs. Weaver, they say, in substance, that that case does not decide that the original claim ever could be revived, but that the administrator in such case recovers back the money upon an implied agreement of the Creditor to save him harmless on account of his satisfying the debt, the original claim, however, being "extinguished by the payment."

To this we reply, that there was no occasion in the case of Rogers vs. Weaver to say anything as to the question of the revival of the original claim, because that question was not presented to the Court; and yet the Court in the point which they did decide effectually negatived, as we think, the above positions of defendants' counsel. We do not mean by this that the Court, by implication even, declared the original claim revived, but that the inference is very clear that they held the claim to be still subsisting, and not extinguished, and this for the reasons stated in our opening argument, viz: that the extinguishment was, from the first, by operation of law, only conditional, and never actual. An actual payment of a claim is always conclusive of the rights of the parties. A payment by mistake is not actual. It concludes nobody. Nobody being concluded by it, no right or claim can be extinguished by it. In the case in the Supreme Court in this County, referred to in our opening argument, the Court expressly held that the mistaken payment had not concluded anybody - had not extinguished the debt - had not absolved the surety. And we think this the only reasonable view of the matter. In Rogers vs. Weaver the administrator had mistakenly paid a creditor more than the assets would warrant. He sued, and recovered the money back. But Counsel for Plaintiff claim that the mistaken payment did, nevertheless, extinguish the debt or claim. - Let us examine this position:

Suppose that before final settlement the money had been recovered back by the administrator, and afterwards



newly-discovered assets had come to his hands sufficient in amount to have paid all the original claims against the estate, in full or in part. In such case, according to the doctrine of defendants counsel, the creditor who had been mistakenly paid, but who had been compelled to give back the money, could have had no share of the proceeds of the newly discovered assets because his claim had been extinguished. But would that be just? Would any court so construe the law as thus to injure a creditor who had been guilty of no wrong? We think not. And yet such must be the inevitable consequence, if the mistaken payment should be held to be an extinguishment of the debt.

It is said, with some emphasis, by Counsel for Deft. that the case of Rogers vs. Weaver only shows that on final settlement with the court having been made the administrator may maintain a suit to recover back money mistakenly paid out. We suppose that in such case it is by no means indispensable that final settlement should have been made. All that can possibly be necessary is that the dividend to be paid upon the claims against the estate shall be ascertained and fixed by the court, and then the amount which may have been overpaid to any creditor can be known with as much precision as if final settlement had been made.

Counsel for Deft. contend that "a new contract was made by the County Commissioners with the administrators of Winget, without the consent of the surety - changing the position of the surety." They say further: "Suppose that the surety after this new contract was entered into had paid the original note - he could not have sued the estate upon it, for the reason that by the new agreement the County Commissioners were to look to their new notes alone, and had in no event any right to sue the estate on the original claim - that claim was paid. This being so, the position of the surety is changed without his consent, and this discharges him."

We think this statement and reasoning incorrect. The transaction between the administrators of Winget and the County Commissioners was in no legal sense a new agreement. It had in it nothing in the nature of a contract. It was intended to be and was (so far as it was anything) simply a payment - an execution of an agreement. That was what it was intended to be, but it failed to be even that, except as to a very small per centum. The fact that the payment was made in notes makes no difference. It was considered by the



parties, and was in fact, the same as a payment in money. A bill of exchange or negotiable note, given and received in satisfaction of a debt will support a Count for money paid: (8 Johns. 202, 11 Johns. 518, 4 Pick. 447.) But again; if the transaction between said administrators and County Commissioners might with propriety be called a new agreement, the statement of facts in this case shows it to have been made with the knowledge and implied consent of the surety.

We deny that there was any change in the position of the surety. If he, at any time, had paid the debt of Winget to the County he could have recovered again, either from the County or from the estate of Winget, all that the assets of the estate would pay. There is nothing decisive in the observation of Defendant's counsel that in such case the surety could not have sued the estate on the original claim. The surety who has paid a debt never sues the principal on the original claim. He simply resorts to his action of assumpsit for money paid. (5 O. Rep. 444.) Or he may in Chancery secure himself without having first paid the debt. (15 O. Rep. 403.)

Suppose the surety had paid the whole debt before the administrators paid it, and had then sued the insolvent estate of Winget, how much would he have realized? Precisely the amount which the County had realized from that estate, and that amount the County is not now seeking to recover from him. How then was his position changed? In no way. There was no agreement which tied his hands for a moment. Every man is presumed to know what the laws <sup>of the</sup> land are. The surety knew that the payment made by the administrators to the County was to be no payment in case the estate should prove insolvent. Knowing this he might have passed over the money to the County himself, unconditionally, and then sued the estate. But what would he have gained by the suit? Precisely what the County had realized from the estate. This shows that the surety was not deprived of any right or any remedy. His position is not altered, and he is not discharged.

Allison & Curry  
Attys. for Plaintiff.



premise the defense will rest upon the fact  
growing, viz: the proposition that the payment and  
lifting of the note in question, as aforesaid, discharged  
Minget's debt. (The present defendant) and that these  
= for, he cannot be compelled to pay anything. Should  
this be the ground taken, we insist that it is  
not tenable. The question was properly made  
in the Supreme Court, as above stated, and distinctly  
settled. That Court declared the duty of Minget  
to be still bound. This was, in fact, the turning ques-  
= tion in the case, as argued and treated before that court.

We say, then, that the question upon  
which this case must turn is no longer an open  
question. It is settled; for it is palpable that this  
case is, in every essential point, like the other case re-  
= ferred to above. And we are confident that the Supreme  
Court held the doctrine of the case correctly. We think no  
principle of law has ever been recognized which would operate,  
under the circumstances of this case, to discharge Minget's  
debt, any further than the original debt was of the kind.  
But the original debt never was of the kind. It was  
once supposed to be of the kind, but that was a mistake.  
The evidence of an abiding rule of law (see Rogers vs Weaver)  
that a husband of the plaintiff never could become a legal  
until the happening of a contingency (the failure of the estate  
in which never did and never can happen. It was a con-  
= tingent of the plaintiff; but the contingency is in fact  
= therefore the estate of the plaintiff was never — it was nothing.  
The debt still exists. The debt is still bound. And  
the plaintiff must recover in this case.

Allison & Cumy  
Attys for Def.

C. Lee, Treasurer, &c.  
vs. Wm  
James H. Gill

Opening Argument  
for Plaintiff

Allison & Cumy  
Attys.



Cyprian Lee Jr. & John Union Common Pleas.  
vs. In Assumpsit.  
James H. Gill } Open is Argument for Plaintiffs

It is settled in the case of Rogey vs. Weaver (5 O. Rep. 536) that an administrator paying out money to a creditor of his intestate, under a mistaken belief of the solvency of the estate, may, when he shall have ascertained that the estate will be insolvent, sue for and recover back the money thus mistakenly paid; ~~and that a person with~~ ~~intention~~ The agreed statement in this case shows that the administrators of Winget paid the amount of the note <sup>due</sup> from Winget to the County, under the mistaken belief that the estate would be solvent. Finding it afterwards to be insolvent, they sued the County to recover the money thus mistakenly paid. That suit was commenced in the Common Pleas, and tried, upon an agreed statement of facts which did not vary in any material point from the agreed statement of facts in this case. The common pleas gave judgment in favor of the Defendant. The plaintiffs carried the case, by writ of error, to the Supreme Court, where, on full argument, the judgment of the common pleas was reversed. The case was sent back to the Common Pleas, with a proceedendo. The common pleas heard the case a second time, and rendered judgment in favor of the plaintiffs. This judgment the County afterwards paid in full, and now sues upon the original note given by Winget and the Defendant Gill.

In argument of the above case before the Supreme Court it was contended for, on the part of the then Defendants, that the payment and lifting of the note, at the request of the administrators of Winget, was a positive cancellation of the debt and as such had absolved Winget's surety; that, such being the fact, the County, if compelled to repay the money, would have no recourse upon the surety, and that, therefore, it would be unjust to compel the County to repay it. But the Supreme Court held that the payment and lifting of the note, as stated above, was only a conditional cancellation of the debt, which did not discharge Winget's surety, and that, therefore the County was bound to repay the money. — In this case, we

Union Sup Court

Lat H. Gile  
vs

vs  
C. S. Treasurer &c

Bond in Error

Filed June 5, 1850

James Kinkadeo per MR

Recorded.



Know all men by these presents that we James H Gill  
and John Cassie \_\_\_\_\_ of Union County Ohio,  
are held and firmly bound unto C Lee Treasurer of  
Union County Ohio successor in office of A Pollock late Treasurer  
of said County, in the penal sum of Four hundred and  
five 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 5<sup>th</sup> day of June AD 1850.

The Condition of the above obligation is such, that whereas the  
said James H. Gill, has sued out a writ of Error upon a  
certain judgment rendered in the Court of Common Pleas  
within and for said County of Union at the May Term  
thereof AD 1849 in favor of the said C Lee Treasurer of Union  
County Ohio, Successor <sup>in office</sup> of A Pollock late Treasurer of said County  
and against the said James H Gill, for the sum of  
One hundred and ninety two dollars and ten cents  
damages and, also for five dollars and nineteen cents  
costs now if the said James H Gill shall pay the  
condemnation money and costs, in case the said  
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

John Cassie Seal

Taken by me this 5<sup>th</sup> day of  
June AD 1850.

James Kirkland p Clerk

Sup Court.

Union County

La - Tras

&  
Lieu

---

plus

Filed Jan 29

1848

John Cassil Clerk



James H. Cyle

ats

Cyprus Lee Treas. 400

Union Complex

As the said Cyle

by Jwa & Anderson his attorney comes as defendant  
to say that he did not own as firm  
in man as for as the plaintiff hath  
alleged as of this he puts himself upon the  
Country &c as pliff do to the like &  
Jwa & Anderson  
for deft

by the Plaintiff to the defendant at his request:

And in three hundred Dollars for money then and there had and received by the defendant for the use of the Plaintiff:

And whereas the defendant afterwards, on the second day of January 1847, at the County aforesaid, in consideration of the promise, then and there promised to pay the said last-mentioned several sums of money to the Plaintiff on request; yet he hath disobeyed his said last-mentioned promise, and hath not paid the said last-mentioned several sums of money, nor either of them, nor any part thereof; to the damage of the Plaintiff of three hundred Dollars, and thereupon he brings his suit, &c.,  
By Allison & Cumy,  
His Attorneys.

Union Common Pleas.

Cyprian Lee, Treasurer of Union County, Successor in Office of Alexander Pollock late Treasurer of said County, for the Use of said County,  
vs. <sup>William</sup> John A. Jumpsit.

James H. Gill.

Declarations

Filed June 17<sup>th</sup> 1847  
John Cappelletti,  
Clerk of Court  
best piece of lead  
here

Recorded

Recorded in Supreme Court  
Vol 2 pp 5.

Allison & Cumy,  
Attorneys.



The State of Ohio, } Court of Common Pleas  
Union County, ss, } May Term A. D. 1857.

Cyprian Lee, as Treasurer of Union County, and  
Successor in Office of Alexander Pollock late Treasurer of said County,  
Complains of James W. Gill, in a plea of Assumpsit, for that  
whereas the Defendant and One W. Winget, since deceased, on  
the 16<sup>th</sup> day of March 1838, at the County of Union aforesaid,  
made their promissory note in writing and delivered the same  
to Alexander Pollock then Treasurer of said Union County,  
and thereby then and there jointly, and severally promised  
to pay to said Alexander Pollock, as such Treasurer, or to his successor  
in office, for the use of said County, One Hundred and fifty five Dollars  
two years after the date thereof, with interest payable annually,  
which period has now elapsed; and afterwards, to wit, on the 14<sup>th</sup>  
day of October 1846, <sup>at said County</sup> the Plaintiff was duly elected as Treasurer  
of said Union County, and afterwards, to wit, on the first  
day of June 1846 <sup>at said County</sup> said Plaintiff duly qualified to discharge the  
duties of said Office, and then and there became and was,  
and still continues to be, the Successor in Office of the said  
Alexander Pollock late Treasurer of said County, and the  
said Defendant then and there had notice of said election  
and qualification of said Plaintiff to said Office, and then and  
there, in consideration of the premises, promised to pay the amount  
of the said note to the said Plaintiff according to the tenor  
and effect thereof. Yet the defendant ~~hath~~ <sup>hath</sup> ~~not~~ <sup>not</sup> paid his said  
promises and hath not paid the said sum of money, nor  
any part thereof to the said Alexander Pollock, while <sup>being</sup>  
such Treasurer, and hath not paid the same nor  
any part thereof to the said Plaintiff; and the said  
Winget did not during his lifetime pay said sum  
of money or any part thereof to said Pollock or to  
said Plaintiff:

And also for that whereas the said Defendant, on the  
first day of January 1847, at the County of Union aforesaid, was  
indebted to the said Plaintiff in Three Hundred Dollars  
for the price and value of goods then and there sold and delivered

Lat H Gill  
to the Treasurer  
Assignment of Errors

Filed June 4, 1850  
Lat H Gill Clerk

all of quarters now business all track I  
could be made & made all time said all for will  
business said men a case which has need

we will now business all track II  
said all for when called previously all for want  
will of time and should be said all for  
very little all of all W. and said  
It is therefore so what a good  
to business business

and all W. and  
men is April -



James H Gile plaintiff in error } Union Co  
v  
C Lee H. & C. depts in error } and the said James  
H Gile now comes  
and says that in the record and proceedings aforesaid  
there is manifest error in this Court.

I That the verdict was contrary to the  
law of the case and the same should have  
been set aside and a new trial granted

II That the judgment was given in  
favor of the plaintiff below when by the laws  
of the land it should have been given for the  
defendant below Wherefore the said Gile  
prays a citation and supersedeas to the  
judgment reversed &c

Jwa & Andrews  
for plaintiff in error

James 19 Giles Deft below

v  
C. See T. H. H. below  
In com Pleas - Union Co  
Deputy. May Term 1849

To the Supreme Court: I have writ of  
Error &c in above ~~case~~ against C. See H. & in the  
name of James H. Giles returned on the 2 day of  
July next also return of return thereto. A copy  
of the writ &c will be sent you at Swansboro, N. C.

Remains in said writ as existing after being in  
said writ in writ of error for the writ of error will be  
sent you. I am not at all in the mind of the Court  
to be in the mind of the Court. I am not at all in the  
mind of the Court. I am not at all in the mind of the  
Court. I am not at all in the mind of the Court.

*(Faint handwritten notes)*

J. H. Gill  
C. See Treason &c  
Bill of Exceptions

Filed June 4<sup>th</sup> 1850  
L. K. Radford clerk



© See To do.

James H. Gile

Motion for New Trial

The deft moved the Court for a new trial on the ground that the verdict was contrary to the law of the case upon the testimony. The evidence on the trial is contained in the agreed statement of facts filed in the case and which contains all the testimony. The Court overruled the motion for a new trial; to which ruling of the Court the defendant excepted and prays his exceptions to be sealed by the Court which is done accordingly.

Christian Myers (Seal)

Levi Phelps (Seal)

James B. Smith (Seal)

The above bill of exceptions is correct and the judges are requested to sign the same  
Swan & Andrews for deft

Atty for  
Pliff.



Union Supreme Court  
James A. Gile  
vs  
C. Lee Treasurer &c

Transcript

No 5  
Supreme Court

JUL 18 50

Filed June 12<sup>th</sup> 1850  
James Kinrade Jr. Clerk

Cost Bill made  
Record

Recorded in Supreme  
Court Vol 2, pages 5, 6, 7 & 8

The State of Ohio Union Term 20.

At Common Pleas in and for the County of Union and State of Ohio, do hereby certify that the foregoing transcript containing all the original judgments and other formal entries of the said court of Common Pleas, in the above case, and that the same is truly copied from the Journal of said Court.

Witness my hand and seal of Office this 12<sup>th</sup> Day of June 1850  
James Kinrade Jr. Clerk

Said James A. Gile the said sum of One hundred and thirty seven dollars and ten cents his damages awarded in form of process awarded, and also his costs in this behalf expended taxed to Dollars cents motion for new trial awarded bill of exceptions taken and ordered to be made part of the record,



Cyprian Lee Treasurer  
of Union County Successor  
Office of Alexander Pollock  
to Treasurer of said County

August Term AD 1847.

vs  
James H Gill

Assumpsit Continued.

C Lee Treasurer of  
Union County

October Term AD 1847

vs  
James H Gill

Assumpsit. Continued.

C Lee Treasurer of Union  
County Successor of A Pollock  
Late Treasurer of said County

April Term AD 1848.

vs  
James H Gill

Assumpsit. Continued.

C Lee Treasurer

June Term AD 1848.

vs  
James H Gill

Assumpsit. Submitted to the Court on  
brief to be argued on paper in vacation  
to be decided at term to which time this  
Cause is continued.

C Lee Treasurer

September Term AD 1848

vs  
James H Gill

Assumpsit. Continued to be argued on  
paper in vacation.

C Lee Treasurer of  
Union County Ohio

May Term AD 1849.

Successor in office of  
A Pollock Late Treasurer  
of said County

vs  
James H Gill

Assumpsit. This day 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 James  
H Gill, did assume and promise in manner and form  
as the said plaintiff hath complained against him and they  
assess the damages of the said plaintiff by reason thereof  
to One hundred and ninety seven dollars and ten cents  
Therefore it is considered that the said Plaintiff recover of the

Supreme Court Case File

Case No. 1850-SC-0005



24-20

50-50-5

No. ....

# Union Common Pleas Court

A. J. Stone & Co  
Plaintiff,

against

Wm. Field et al  
Defendant.

**JUN TERM, 1851**

Judg. Co. Defendant  
8337, 86

Journal **S.C.** 1

Page 130-421

Record No. 2

Page 15

Ex. Doc. A.

Page 188

Minor Common Pleas

A. P. Stone & Co

Wm. Fields, and  
John Fletcher

|                    |          |
|--------------------|----------|
| Deceit for         | \$337.80 |
| Penalty            | 16.89    |
| Costs in Sup Court | 4.56     |
| " " Com Pleas      | 5.19     |
| Increase Costs     | 15.25    |
| Went               | 73       |

Filed June 24 1853  
James Sumner Clerk

Recorded

Received this writ April 20<sup>th</sup> 1853

Had the within described Real Estate appraised on the 9<sup>th</sup> day of May 1853  
by the oath of J. A. Hill, Ebenezer S. Webster and Gabriel Heasley as follows  
to wit; Lot No 124 at thirty five dollars No 126 at two hundred  
and twenty five dollars No 125 at forty dollars No 129 & 130 at three  
thousand five hundred dollars No 131 at fifteen dollars No 132 at  
fifteen dollars Also out Lots as follows out Lot No 9 at ten  
dollars No 10 at ten dollars No 11 at ten dollars No 12 at ten dollars  
~~and~~ ~~delivered~~ to the clerk of the court from which this writ  
is issued a certified copy of the appraisal went; A certain piece  
Real Estate for sale in the Maryland Gazette

New paper published and in general circulation in this  
county, Ohio for at least thirty days previous to the day  
of sale afterwards to wit on the 23<sup>rd</sup> day of June 1853  
At being the day I aforesaid said Real Estate to be  
sold between the legal hours of ten o'clock & eleven  
four o'clock P.M. offered said Real Estate at the door of the Court House  
in said County at public auction and not sold for kind of Bids  
Free Release

|              |
|--------------|
| 75-          |
| 35-          |
| 40           |
| 1 00         |
| 25-          |
| 20           |
| 1 50         |
| 4 00         |
| <u>8.45-</u> |

June 23 1853

James Sumner Clerk  
William C. Mahan Sheriff

Office Jd. 1853  
James Sumner Clerk

Once more report of your proceeding herein to  
the next term of our said Court of Common  
Pleas,



The State of Ohio Union County  
To the Sheriff of said County Greeting  
Whereas at the June Term of the Supreme Court, ~~Continued~~  
and held for said County of Union on the 14<sup>th</sup> day of  
June AD 1857 in a certain Cause in Chancery therein  
pending wherein A P Stone & Co were complainants  
and William Fields and John Hatcher, defendants  
the Court ordered and decreed that you & pose to  
sell the premises in the bill described as follows  
to wit lying and being in said County of Union  
and in the Town of Richwood and described  
as follows being In Lots No one hundred &  
Twenty four, one hundred and Twenty six, one  
hundred and Twenty five, one hundred and  
Twenty nine, one hundred and Thirty, one  
hundred and thirty one, and one hundred and  
Thirty two, - also wit Lots No. Nine, Ten,  
Eleven, and Twelve, To satisfy the said Com-  
= plainants in the sum of three hundred and thirty  
seven dollars and Eighty Cents, and also the  
further sum of sixteen dollars and Eighty nine Cents  
five percent penalty, and costs in said Supreme  
Court taxed at \$4.56. and the further sum of \$5.19  
original Costs in Common Pleas, and the sum of  
\$15.26. Increase costs with interest thereon  
from the said 14<sup>th</sup> day of June AD 1857, until  
paid & the accruing costs on said decree and  
whereas our Court of Common Pleas within and for  
said County of Union afterwards to wit on the 2<sup>d</sup> day  
of July AD 1857 an order of sale on said  
decree for said several amounts in accordance  
with a Special Mandate sent by our said ~~Court~~  
Supreme Court to our said Court of Common  
Pleas as of record is manifest And that you  
have the above described Real Estate Reappraised



D. A. 108

A. P. Stone & Co.

W<sup>h</sup>  
Gilds & Fletcher

Order of Sale

Recorded in  
D. A. page 415

Robinson & Poff

William H. Craft Sheriff

|                   |               |
|-------------------|---------------|
| Rec. Deeds        | 52            |
| Advertisement     | 25            |
| Printers fee      | 3.25          |
| Return            | 25            |
| <u>          </u> | <u>      </u> |
| Total             | \$ 4.50       |

Received this writ February 13<sup>th</sup> 1837 and advertised the within manner real estate for sale at least thirty days in the Hampshire County a newspaper published and in general circulation in Union County. Afterwards to wit? on the 7<sup>th</sup> day of April 1837 offered the same for sale according to law at the door of the court house in Hampshire but it was not sold for want of bidders





The State of Ohio Union County

To the Sheriff of Union County Greeting

Whereas at the June Term of the Supreme Court continued & held for said County on the 14<sup>th</sup> day of June A.D. 1851 in a certain cause in Chancery therein pending wherein A. P. Stone & Co, were complainants & William Fields & John Fletcher defendants, the Court ordered & decreed that you expose to sale the premises in the bill, described, as follows to wit, lying & being in said County of Union & in the Town of Richwood and described as follows to wit, being two Lots No<sup>s</sup> (129 & 130) one hundred & twenty nine & one hundred and thirty. To satisfy the said complainants in the sum of three hundred & thirty seven dollars & eighty cents and also the further sum of sixteen dollars & eighty nine five per cent penalty, and costs in said Supreme Court taxed to \$4.56 and the further sum of \$5.19 original costs in Common Pleas & costs of increase, with interest thereon from the 14<sup>th</sup> day of June A.D. 1851 until paid and the accruing costs on said decree, & Whereas our Court of Common Pleas within & for said County of Union afterwards to wit, on the 2<sup>d</sup> day of July 1851 awarded an Order of Sale on said decree for said several amounts in accordance with a special Mandate sent by our said Supreme Court to our said Court of Common Pleas as of record is manifest And that you make due return of this writ in sixty days

Witness Labor Randall Clerk  
of said Court of Common Pleas  
at Marysville this 13<sup>th</sup> day of  
February A.D. 1857  
Labor Randall Clerk

D. A. 108

A. P. Stone & Co,  
as  
Gields & Fletcher

Order of Sale

Reappraisement  
Ordered at April  
Term A.D. 1857

Lited Aug 14<sup>th</sup> 1857  
Liber Randall CLK

Robinson Atty for Pff.

William H. Holt Sheriff

Received this writ June 19<sup>th</sup> A.D. 1857 and on the  
 26<sup>th</sup> day of June month of course the within described  
 real estate to be appraised by the said John Adams  
 Bouye Thayer & Co. agents and John Woods  
 of advertise the same for sale at least thirty days  
 in the Hampshire Advertiser a newspaper published and  
 in general circulation in (Hampshire county)  
 Appraised to wit: on the 8<sup>th</sup> day of August A.D. 1857  
 between the horns of 10 O'clock P.M. & 4 O'clock P.M.  
 at the door of the court house in Hampshire. That  
 having the first said estate was advertised to be sold  
 under the same for sale according to law and sold  
 said real estate to John Adams  
 for ten hundred and sixty six dollars & sixty seven  
 cents that being the highest and best bid therefor and  
 being two thirds the appraised value thereof

Dec. Service 1.00  
 calling request 1.50  
 Appraisers fee 1.50  
 copy of Appraisal 1.50  
 Advertisement 2.50  
 having the first said estate was advertised to be sold  
 under the same for sale according to law and sold  
 said real estate to John Adams  
 for ten hundred and sixty six dollars & sixty seven  
 cents that being the highest and best bid therefor and  
 being two thirds the appraised value thereof

Return 2.50  
 for ten hundred and sixty six dollars & sixty seven  
 cents that being the highest and best bid therefor and  
 being two thirds the appraised value thereof

Commissioner 2.50  
 Appraisers fee 3.25  
 for ten hundred and sixty six dollars & sixty seven  
 cents that being the highest and best bid therefor and  
 being two thirds the appraised value thereof

Printing 1.75  
 Commission 2.50  
 Appraisers fee 3.25  
 for ten hundred and sixty six dollars & sixty seven  
 cents that being the highest and best bid therefor and  
 being two thirds the appraised value thereof

Printing 2.18  
 Commission 2.50  
 Appraisers fee 3.25  
 for ten hundred and sixty six dollars & sixty seven  
 cents that being the highest and best bid therefor and  
 being two thirds the appraised value thereof

215520



The State of Ohio Union County / 3

To the Sheriff of Union County Greeting  
Whereas at the June Term of the Supreme Court  
Continued & held for said County on the 14<sup>th</sup> day  
of June A. D. 1851 in a certain cause in Chancery  
therein pending wherein A. P. Stone & Co were com-  
plainants & William Fields & John Sketcher Defts.  
The Court ordered & decreed that you expose  
to sale the premises in the bill described as  
follows to wit, lying & being in said County of  
Union & in the Town of Richwood & described as  
follows, being in lots Nos. 129 & 130.

To Satisfy said complainants in the sum of  
three hundred & thirty seven dollars & eighty cents  
& also the further sum of sixteen dollars & eighty  
nine cents, five per cent penalty & costs in said  
Supreme Court taxed to \$4.56 & the further sum  
of \$5.19 original costs in Common Pleas & costs of  
increase with interest thereon from the 14<sup>th</sup> day  
of June A. D. 1851 until paid & the accruing costs  
on said decree & Whereas our Court of Common  
Pleas within & for said County of Union Afterwards  
to wit, on the 2<sup>d</sup> day of July A. D. 1851 awarded an  
Order of sale on said decree for said several amounts  
in accordance with a Special Mandate sent  
by our said Supreme Court to our said Court  
of Common Pleas as of record is manifest,  
And that you make due return of this writ in  
sixty days  
Witness Labor Randall Clerk of  
said Court of Common Pleas  
at Mansville this the 19<sup>th</sup> day  
of June A. D. 1851

Labor Randall Clerk

|     | value - approx | seed<br>per |
|-----|----------------|-------------|
| 131 | = \$75 - 15%   | = 10%       |
| 132 | = \$75 - 15%   | = 10%       |
| 10  | - 100 - 10     | = 7%        |
| 11  | - 100 10       | = 7%        |

A P Stone 220

19

William Fields and  
John Feltton

---

copy of Appendix

Filed May 9<sup>th</sup>

853

James Linnick



A P Stone & Co } We the undersigned having been called  
 vs } upon by William C Malin Sheriff of Union  
 William Fields and } County Ohio to appraise the following  
 John Fletcher } described real Estate situate in the County  
 of Union and State of Ohio and in the Town of Richwood to wit  
 Being In Lots No. 124, No. 146, No. 125, No. 129, No. 130, No. 131,  
 No. 132, also out Lots Numbers 9, 10, 11, & 12. After having been  
 sworn by the said William C Malin Sheriff and upon  
 actual view of said premises we do appraise  
 In Lot No One Hundred and twenty four at Thirty five  
 Dollars In Lot No One Hundred twenty six at two hundred  
 and twenty <sup>six</sup> Dollars In Lot No One Hundred and twenty  
 five at forty Dollars. In Lots No One Hundred and twenty  
 nine and One Hundred and thirty at Thirty five Hundred  
 Dollars In Lot No One Hundred & Thirty One at fifteen Dollars  
 In Lot No One Hundred and Thirty two at fifteen Dollars  
 Also out Lot No Nine at ten Dollars  
 " " " No Ten at ten Dollars  
 " " " No Eleven at ten Dollars  
 " " " No Twelve at ten Dollars

Given under our hand and seal this 9<sup>th</sup> Day  
 of May A D 1853

Appraisers Fee 150

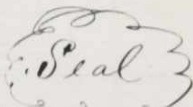
J L Gill  
 E J Webster  
 Gabriel Hedley



State of Ohio Union County SS:

Personally appeared before me William C Malin  
 Sheriff of Union County Ohio the above named J L Gill E J Webster  
 Gabriel Hedley and made solemn oath to discharge the duties of  
 appraisers of the fore described Real Estate Impartially according to Law  
 and the best of our abilities Given under my hand and Seal  
 this 9<sup>th</sup> Day of May A. D. 1853

William C Malin Sheriff



I certify the above to be a true copy of the original Appraisal

William C Malin Sheriff

A. P. Stone & Co,  
vs,  
Field & Fletcher

Decree for \$337.80  
Penalty 16.89  
Costs in Sup. Court 4.50  
" " Com Pleas 5.19  
Increase costs 26.28<sup>28</sup>  
this writ 73

Recorded

Paid on this  
Judgment \$34.00  
Filed Oct. 20<sup>th</sup> 1855  
Gaber Remond Clerk  
J. M. Robinson

Received this writ August 24<sup>th</sup> A.D. 1855. Advertised the within described real estate at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterward to wit on the Twentieth day of October A.D. 1855 it being the time said property was advertised to be sold I offered the same for sale at the door of the court house in Marysville at 11 o'clock A.M. and sold lot No 124 to John Field for twenty three  $\frac{2}{3}$  dollars, lot No 125 was sold to the same person for twenty six  $\frac{2}{3}$  dollars, lot No 126 sold to the same for one hundred and fifty dollars, lot No 127 sold to the same for six  $\frac{2}{3}$  dollars, lot No 128 sold for six  $\frac{2}{3}$  dollars to John Field he being the highest and best bidder for the ~~same~~ lots above named. Lots No 129 & 130 were not sold for want of bidders

Fee herein 55  
Advertising 25  
Printers fee 3.00  
Return 20  
Mortgage 426  
826

retained my fees  
William H. Robt Sheriff





The State of Ohio Union County B,  
To the Sheriff of said County Greeting  
Whereas at the June Term of the Supreme Court continued  
& held for said County of Union on the 14<sup>th</sup> day of June A.D., 1851  
in a certain cause in Chancery therein pending wherein  
A. P. Stone & Co were Complainants & William Field & John  
Fletcher defendants, the Court ordered & decreed that you  
Expose to Sale the premises in the bill described as  
follows to wit, lying & being in said County of Union  
& in the Town of Richwood and described as follows being in lots  
No<sup>s</sup> one hundred & twenty four one hundred & twenty six, one hundred  
& twenty five & one hundred and <sup>one hundred & thirty</sup> twenty one, also out  
Lots No<sup>s</sup> nine & twelve, To satisfy the said Complainants in  
the sum of three hundred & thirty seven dollars & eighty cents  
and also the further sum of sixteen dollars & eighty nine cents  
five per cent penalty and costs in said Supreme Court  
taxed to \$4.56 and the further sum of \$5.19 original  
costs in Common Pleas and costs of Increase with  
Interest thereon from the 14<sup>th</sup> day of June A.D., 1851 until  
paid and the accruing costs on said decree & Whereas  
our Court of Common Pleas within & for said County of  
Union afterwards to wit, on the 2<sup>nd</sup> day of July 1851  
awarded an order of sale on said decree for said  
several amounts in accordance with a special  
mandate sent by our said Supreme Court to our  
said Court of Common Pleas as of record is manifest  
And that you make due return of this writ in sixty  
days

Witness Gaber Randall Clerk of  
said Court of Common Pleas  
this 24<sup>th</sup> day of August A.D., 1855

Gaber Randall Clerk



Filed Oct 18 1854  
James Linn clerk



Before me the Subscriber, a Justice of  
the Peace in and for the County of Union and  
State of Ohio, personally appeared ~~the~~ J. B. Smith  
Jesse Reed & Isaac Headdy,

who being duly  
sworn depose and say that on the 25<sup>th</sup> day of  
August 1854, being the day upon which  
the property below-mentioned was sold by  
the Sheriff of Union County, at the suit of A. P.  
Stone vs. Fields & Fletcher, the lot No. 131 in  
the Town of Richwood in said County, was  
worth twenty five \_\_\_\_\_ dollars;  
Lot No. 132 in said town was worth \_\_\_\_\_  
twenty five dollars; Out lot No. 10 in said  
Town was worth one hundred \_\_\_\_\_ dollars;  
Out lot No. 11 in said Town was worth  
One hundred \_\_\_\_\_ dollars; and further the  
deponents say not

J. B. Smith  
Jesse Reed  
Isaac Headdy

Sworn to and subscribed before me  
this 27<sup>th</sup> day of October A. D. 1854,  
J. B. W. Haynes, J. P.

James B. W. Haynes being duly sworn  
deposes and says that the value of lots  
No. 131, and 132, and outlots No. 10 and 11  
in the town of Richwood, Union County, Ohio  
is correctly stated in the above affidavit of  
J. B. Smith, Jesse Reed, and Isaac Headdy; and  
further saith not. J. B. W. Haynes.

Sworn to and subscribed in open court, this 18<sup>th</sup> day of  
October A. D. 1854.  
James Brown Clark

Union Supreme Court

A. P. Stone vs

vs

Wm Field & John Fletcher

Transcript

Filed June 13. 1857

J. A. Kirkwood for Clerk  
Sup. Court.

Costs made Received

Recorded



Transcript of the Journals of the proceedings of the Court of  
Common Pleas of the County of Union between A. P. Stone  
& Co Plaintiffs and William Field & John Fletcher, defendants,  
In Chancery

August Term Court August 14<sup>th</sup> 1850.

A. P. Stone & Co

vs

William Field & Co  
John Fletcher

In Chancery.

This day came the plaintiffs by ~~James~~  
Galloway & Page their solicitors and now appearing  
for the defendants, and the said defendants still  
failing to plead answer or demur to the said Complainants bill,  
On consideration whereof the Court do find the equity of the case with  
Complainants and that there is due to them on the 12<sup>th</sup> day of  
August AD 1850, the sum of three hundred and twenty two dollars  
and seventy five cents. It is therefore ordered adjudged and  
decreed that the defendants within ten days from said date  
pay to the Complainants the said sum of \$322.75 with interest  
to be computed thereon from said date until paid and also  
the costs of this suit to be taxed - and in default thereof that the Sheriff  
of this County for the time being, who is hereby appointed Special Master  
for that purpose proceed to sell the tenements in said bill mentioned  
as upon judgments at Law & report his proceedings in the premises  
to the next term of this Court to which time this cause is continued -  
Notice of appeal by defendants.

The State of Ohio Union County ss.

I James Kirkade Jr Clerk of the Court of Common Pleas  
of said County, do hereby Certify, that the foregoing transcript  
contains all the orders, judgments and other Journal entries of  
the said Court of Common Pleas in the above case; And that the same  
are truly copied from the records of said Court.

Witness my hand and seal of Office this 7<sup>th</sup>  
day of May A.D. 1851

James Kirkade Jr Clerk.



Union Com Pleas  
A P Stone & Co

10

Wm Fild & John Fletcher

|                  |         |
|------------------|---------|
| Decret for \$    | 337. 80 |
| penalty          | 16. 89  |
| Credit Sup court | 4. 56   |
| in in Com, Pleas | 5. 19.  |
| This week        | . 50    |

Filed April 5 1852  
James Linn Clerk

Galloway & Page  
Sellers

Decree this writ October 28<sup>th</sup> 1851

And the writ in described Property Appraised on the 31<sup>st</sup> day of  
October 1851 by the oath of B G Mc Miller Richard Brown and  
William Phillips as follows

In Lot No 124 at Twenty five dollars

|              |                                  |
|--------------|----------------------------------|
| No 126       | at one hundred and forty dollars |
| No 127       | at Seventy five dollars          |
| No 129 & 130 | at Four thousand dollars         |
| No 131       | at Twenty dollars                |
| No 132       | at Fifteen dollars               |

Appraiser out Lots as follows

No 9 at Twenty five dollars No 10 at twenty five dollars

No 11 at Twenty five dollars No 12 at twenty five dollars

Decree to the Clerk of the Court from which this writ issued a

certified copy of the Appraisal

And the writ in described Property Advertised in the Maryland Tribune a news  
Paper Baltimore and in General circulation in Union County Ohio for at least thirty  
days previous to the day of Sale Appraised to wit on the fifth day of April  
AD 1852 it being the day i Advertised the same to be sold between the Seven  
hours of the day the same at the door of the Court House in said County  
and Not sold for want of Bidders

|                |       |
|----------------|-------|
| Geo Milare     | 75    |
| August         | 1 00  |
| Printing       | 25    |
| Printer fee    | 4 50  |
| Copy Appraisal | 80    |
|                | <hr/> |
|                | 715   |

William C. Martin Sheriff  
Specimen Appraiser



The State of Ohio Union County Ss.

To the Sheriff of said County Greetings,  
Whereas, at the June Term of the Supreme Court Continued  
and held <sup>for said County of Union.</sup> on the 14<sup>th</sup> day of June A.D. 1857, in a certain Cause  
in Chancery therein pending wherein A. P. Stone & Co. <sup>was</sup> Complainants  
and William Field and John Fletcher defendants, the Court  
Ordered and decreed that you expose to sale the premises in the  
bill described as follows, to-wit: lying and being in said County  
of Union and in the town of Richwood, and described as follows,  
Being in lots No One hundred and twenty four, and One hundred  
and twenty six, & One hundred and twenty five & One One hundred  
and twenty nine & ~~One~~ <sup>One hundred and thirty two.</sup> ~~One~~ <sup>One hundred and thirty two.</sup> ~~One~~  
& thirty <sup>One</sup> & also Out Lots No nine, ten, eleven & twelve, to  
Satisfy the said Complainants in the sum of three hundred  
and thirty seven dollars and eighty cents, and also the further  
sum of sixteen dollars and eighty nine cents five percent  
penalty, and Costs in said Supreme Court taxed at \$4.56,  
and the further sum of \$5.19 Original Costs in Common Pleas,  
with interest thereon from the said 14<sup>th</sup> day of June A.D. 1857, until  
paid, <sup>and the penalty, costs on said decree</sup> And Whereas our Court of Common Pleas within and for said  
County of Union afterwards to-wit: on the 2<sup>d</sup> day of July A.D. 1857,  
awarded Order of sale on said decree for said several amounts,  
in accordance with a Special mandate sent by our said Supreme  
Court to our said Court of Common Pleas, as of record is manifest;  
And make report of your proceedings herein to the next Term  
of our said Court of Common Pleas.

Witness James Kirkade p Clerk of said Court  
at Mansville this 28<sup>th</sup> day of October A.D. 1851.  
James Kirkade p Clerk

A.P. Stone & Co

vs

Filed & Gletched

Special mandate

Filed June 30. 1857

In Kirkpatrick v. Stone



The State of Ohio Union County SS.

To the Honorable the Judges of the Court of Common Pleas  
within and for the County of Union Greeting;

Whereas in a certain Cause in Chancery lately  
before you wherein A P Stone & Co was Plaintiff and William  
Field & John Fletcher were defendants, the said A P Stone & Co  
On the 14<sup>th</sup> day of August A D 1857, by Your Consideration in that  
behalf recovered a decree against the said W<sup>m</sup> Field & John Fletcher  
for the sum of \$ 322.75 and \$ 5.19 costs, and said Cause having  
been appealed to our said Supreme Court within and for  
said County of Union, Whereupon such proceedings were had  
that at the June Term A D 1857 of said Supreme Court  
It was ordered Adjudged and decreed that the said W<sup>m</sup> Field  
& John Fletcher within thirty days from said term pay to the  
said Plaintiff the sum of \$ 337.80 the amount then due on  
the decree aforesaid, together with \$ 16.89 penalty thereon  
~~and also~~ <sup>and</sup> \$ 4.56 Costs, and \$ 5.19 costs in Com. Pleas  
and in default of the payment by said defendants, as  
aforesaid the Sheriff of said County proceed to sell  
said premises or so much thereof as may satisfy  
said ~~sum~~ <sup>amount</sup> penalty Costs and interest;

Therefore We Command you that without delay you  
cause said A P Stone & Co to have Execution of said  
decree according to the form of the Statute in  
such case made and provided,

Witness James Kirkpatrick Clerk of  
said Supreme Court at Maypsville  
this 25<sup>th</sup> day of June A D 1857

James Kirkpatrick Clerk



A. P. Stone et al

Wm<sup>r</sup> Field and  
John Fletcher

This day came  
the Complainants  
by their solicitors and the defendants  
failing to plead answer or demurr to the  
bill the same is taken as confessed  
against them. And the Court do find  
that there is due to the complainants  
from the defendants the sum of three  
hundred and thirty seven dollars  
and eighty cents of the money secured  
by the mortgage in the bill described  
due and unpaid. The Court do therefore  
order adjudged and decreed that the  
defendants ~~pay~~ within ten days  
~~pay and deposit~~ with the Clerk of this  
~~Court for the~~ Complainants the said  
sum of three hundred and thirty  
seven dollars and eighty cents, now  
due as aforesaid ~~in said note~~ together with  
written dollars and eighty nine cents  
being five per cent penalty thereon  
and the costs here taxed at —  
— dollars — cents  
and in default thereof that the  
defendants be and are hereby barred



and foreclosure of all equity of  
redemption in said premises and  
~~that a writ is issued for the sale~~  
~~of the same premises &c~~  
~~to satisfy said mortgage penalty~~  
~~and costs &c.~~ And it is further ordered  
~~that this decree be certified &c~~  
that the Sheriff of this County for  
the time being proceed to sell said  
premises ~~or as much thereof as may be~~  
or so much thereof as may be  
necessary to satisfy said  
amount due Penalty costs and  
interest &c

A. P. Stone & Co  
As

William Field &  
John Fletcher

Appeal  
Bond

Filed Sept. 11. 1850  
J. H. Knickerbocker for Clerk

Recorded



KNOW ALL MEN BY THESE PRESENTS, THAT WE John Fletcher and Sanford H. Ford are held and firmly bound unto A. P. Stone & Co in the penal sum of Six Hundred & Sixty dollars to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, sealed with our seals and dated this 11<sup>th</sup> day of September A. D., 1850.

The condition of the above obligation is such, that whereas ~~the said~~ William Field & John Fletcher has taken an appeal from a certain Decree rendered against ~~them~~ in favor of the said A. P. Stone & Co in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the August term thereof A. D., 1850 for the sum of Three hundred & twenty two dollars and Seventy five cents and five dollars and Nineteen cents Costs and

to the Supreme Court within and for the County aforesaid; Now if the said William Field & John Fletcher 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,

approved.  
A. H. S. Hathin }  
Clark }  
}

~~John Fletcher~~  
John Fletcher (SEAL)  
S. H. Flood (SEAL)

Files & Letters

to Sen

of W Rosette.

Filed for Record

May 19 - 1849 - 6 volcs

P.M. of Record

May 21 - 1849 - 1 volc

P.M. in Book 12

Pages 297 & 298

James Turner

Recorder

U. C. O.

fee 50 paid



Know all men by these presents that we William  
Fields & John Fisher of the County of Erie & State of Ohio  
In consideration of the sum of three hundred dollars in  
hand paid by Charles W. Nesette of Union County and  
State of aforesaid have bargained and sold and do hereby  
Grant bargain sell & convey unto the said Charles  
W. Nesette his heirs and assigns forever the follow-  
ing premises situate in the County of Union  
& State of aforesaid & lying & being in the Town of  
Richwood in said County & described as follows  
To wit: Being Lots No. one hundred & Twenty  
four one hundred & Twenty five one hundred  
and Twenty six and One hundred & Twenty  
Nine one hundred & thirty one hundred &  
thirty one & one hundred & thirty two and  
also Lot: Lots No. Nine Ten Eleven & Twelve  
To have and to hold said premises with the appur-  
tenances unto the said Charles W. Nesette his heirs  
and assigns forever, provided always and  
these presents are upon this condition that  
whereas said William Fields & John Fisher  
hath executed to Charles W. Nesette three  
promissory Notes of even date herewith  
for the payment of the sum of three hundred  
dollars on the seventh day of May A.D. 1850  
Now if the said William Fields & John  
Fisher shall pay said sum of money  
to said Charles W. Nesette or his assigns  
when the same shall become due with the  
interest then these presents to be void  
otherwise to be and remain in full force  
and virtue in Law. In Testimony whereof  
the said William Fields & John Fisher  
have hereunto set their hands and affix-



This seal, this seventh day of May in the  
year of our Lord one thousand eight  
hundred & forty nine

Executed in presence of

Wm Fletcher Seal

J. B. W. Baynes

L. A. Hastings

John Fletcher

Seal

The State of Ohio Union County ss.

Before me J. B. W. Baynes, a Justice of the  
peace in & for said County personally  
appeared the above named William Hild  
& John Fletcher & acknowledge the signing  
and sealing of the above deed of  
conveyance to be their voluntary act &  
died this 7th day of May A. D. 1849-

J. B. W. Baynes Justice of  
peace

assign the same mortgage to A. B. Stone

7/20

December 21<sup>st</sup> 1849

C. W. Provette

Attest  
Wm J. Gammon



Know all men by these presents, that I Charles W.  
Rosette the Mortgager within named. for and in  
consideration of the sum of three hundred  
dollars to me paid by A P Stone of the City  
of Columbus County of Franklin State of Ohio  
(the receipt whereof is hereby acknowledged) do  
by these presents, grant, bargain, sell assign and  
set over unto the said A P Stone his heirs  
executors, administrators and assigns, the within  
deed of Mortgage, and all my right title and  
interest to the ~~within deed of mortgage~~ estate herein  
mentioned, and described together with the  
original debt for which said mortgage was  
given, and all evidence thereof, and all  
the rights, and appurtenances to the same belonging  
to have and to hold all and singular the  
premises hereby granted and assigned or mentioned  
or intended so to be, unto the said A P Stone his  
heirs, and assigns forever, subject nevertheless  
to the right and equity of redemption of  
the within named Men Field & John Fletcher  
their heirs and assigns in the same

of February 1850  
Witness my hand and Seal this 9th day  
executed in the presence of,  
S H Thompson  
W. J. McArthur

C W Rosette <sup>seal</sup>

The State of Ohio Franklin County  
Before me the undersigned a Justice of the peace  
and for said County personally came C. W.  
Rosette and acknowledged the signing and seal  
ing of the within assignment to be his act  
and deed for the purposes therein expressed  
February 9, 1850 W. T. Mauter J.

The within assignment was received February  
19 1850, Amos Turner Recorder U. C. O.



Union Corn Pleas

A. P. Stone & Co

vs

William Field &  
John Fletcher

Filed May 31, 1850  
James Kirkadap CM

Recorded

Galloway & Page  
solrs for compt.

Served this writ May 31<sup>st</sup> 1850 by delivering  
to William Field and John Fletcher each  
a certified copy thereof.

Fees = mileage 70

Copies 30

Service

55 = \$1.55

Philip's Under Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting;

We command you to summon

*William Field and John Fletcher*

if *they* may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ <sup>*Northwith*</sup>, to answer a

*Bill* in chancery, exhibited against *them* by

*A. P. Stone & Co*

and this *they* shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

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

the *30<sup>th</sup>* day of *May* A. D. 18 *57*

*James Kinkade Jr* Clerk of Common Pleas.



said count of common Pleas as of record  
 as manifest - and that you make  
 use of the time of this suit in any way

Witness James Gunn Clerk  
 of said Court this 18<sup>th</sup> day of  
 July A.D. 1854  
 James Gunn Clerk

Received this 19<sup>th</sup> day 18<sup>th</sup> 1854

Wherefore the within described Real Estate for sale  
 in the Maryland State a newspaper publication  
 and in several circulation in Union County this  
 for at least thirty days previous to the day of sale  
 otherwise to wit on the 25<sup>th</sup> day of August A.D. 1854  
 it being the day of execution here Real Estate  
 to be sold. I observe the same for sale agreeable  
 to previous notice at the door of the Court House  
 in said County between the legal hours of ten o'clock  
 till one hour o'clock P.M. at Public auction and  
 sold for the sum of one hundred and thirty one to James Thompson  
 for the sum of ten dollars also bid for one hundred and thirty  
 two dollars to James Thompson for the sum of ten dollars  
 also out lots No (10) term one No (11) Eleven I also sold  
 to James Thompson for the sum of seven dollars 80¢  
 he being the highest bidder there for since it being the  
 five thirds of the appraised value of the lot sold to James  
 Thompson for the sum of three  
 thirty four dollars

James Thompson Sheriff of said  
 County  
 The following of the Real Estate  
 not sold for want of bidder

D.S. 108  
 A P Stone & Co  
 5  
 Field & Fletcher

|                 |          |
|-----------------|----------|
| Deer            | \$337.80 |
| Penalty         | 16.89    |
| costs in report | 4.56     |
| Comm Pleas      | 5.19     |
| is excy costs   |          |
| This suit       | 43       |

Done August 25 1854  
 James Linnell

Recorded  
 35  
 5  
 25  
 25  
 375  
 465  
 68  
 \$533

William C. Allen - Mill



The State of Ohio Union County p  
To the sheriff of said County greeting,  
Whereas at the June Term of the Supreme Court  
continued and held for said County of Union on  
the 14<sup>th</sup> day of June A.D. 1857 in a certain  
cause in Chancery there in pending, wherein  
A. P. Stone & Co were complainants and  
William Fields and John Fletcher, defendants  
the court ordered and decreed that you should  
to sale the premises in the bill described as  
following to wit, lying and being in said County  
of Union and in the Town of Richwood  
and described as following being in Lots  
no one hundred & twenty four, one hundred  
and twenty six, one hundred and twenty five  
one hundred & twenty nine one hundred and  
thirty one hundred & thirty one and, one  
hundred & thirty two, also out Lots No  
Nine - Ten Eleven & Twelve, To satisfy the  
said complainants in the sum of three  
hundred and twenty seven dollars and  
Eighty cents and also the further sum of  
sixteen dollars and Eighty nine cents five  
percent penalty, and costs in said Supreme  
Court taxed to \$4.56, and the further sum  
of \$5.19 original costs in Common Pleas  
and costs of Increase with interest thereon  
from the 14<sup>th</sup> day of June 1857 until paid  
& the accruing costs on said decree, and  
whereas our court of Common Pleas within  
& for said County of Union after words to wit  
on the 2<sup>d</sup> day of July 1857 awarded order of  
sale on said decree for said several amounts  
in accordance with a Special Mandate  
sent by our said Supreme Court to our



To the Clerk of the Court of }  
Com. Pleas of Union Co Ohio } Issue & Subpoena  
Fletcher - returnable } William Field & John  
Galloway & Page }  
Sols.  
May 28 1850.

A. P. Stone & Co

William Field  
John Fletcher

Filed May 30. 1850  
James Kin Road p. MR

Recorded



To the Honorable the Judges of the  
Court of Common Pleas of Union County and State  
of Ohio, in chancery sitting -

Respectfully represents unto your  
honors, your creator, A. P. Stone and Co.  
of the County of Franklin and State of Ohio,  
~~an unincorporated association engaged in the business of~~  
That on the ~~the~~ day of May A. D. 1849, William  
~~and usually purposed by that name;~~  
Jald and John Fletcher of the County of Union  
aforesaid (and whom your creator may  
be made dependants to this bill) executed a  
mortgage to one Charles W Rosette, in fee  
simple upon the following real estate lying &  
being in the county of Union aforesaid, in the  
Town of Richmond in said County, and described  
as follows to wit, being Tracts No One hundred  
and twenty seven, and one hundred twenty six  
& one hundred & twenty five, & one hundred &  
twenty nine & one hundred & thirty, one  
hundred & thirty one & one hundred & thirty  
two, & also outlots No Nine, Ten, eleven &  
twelve, And which mortgage bearing date  
the day and year aforesaid, was executed as  
aforesaid, in order to secure the payment of ~~the~~  
a promissory note of the said date, for the  
sum of Three hundred dollars, payable by  
the said Jald & Fletcher to said Rosette  
twelve months after, with interest, & to  
his assigns.

Your Creator further represents that  
the said mortgage was filed for record  
May 19 1849, 6 o'clock P.M. with the  
Recorder of Union County - & recorded  
May 21 1849 by said Recorder



according to law.

And your creator further represents that on the 9th day of February A.D. 1850 the said Rosette assigned the said note to your creator, and at the same time executed & delivered to your creator a deed for the said mortgaged premises, in fee simple, and thereby transferred to him all the interest legal or equitable of the said Rosette in said premises.

And your creator further represents that the said sum of three hundred dollars was not paid to your creator at the time limited in said mortgage & that thereby the estate of your creator in said mortgaged premises became absolute at law.

And your creator further represents that the said sum of three hundred dollars together with interest thereon is now due to your creator, on the security of said premises - and that your creator has frequently requested payment of the said Field & Fletcher, which they have refused -

Your creator prays process of subpoena against the said William Field & the said John Fletcher, and that they may answer the premises but not under oath - That an account may be taken of what is due to your creator upon said mortgage - That the said defendants may be decreed to pay to your creator the amount so found to be due with costs of



of suit you Orator hereby being ready  
and willing and offering to acquit to  
said defendants his interest in said  
premises, upon the payment being made  
to him of the amount so found due  
as aforesaid. That in default of such  
payment, the said defendants &  
all persons claiming under them may be  
absolutely barred & foreclosed of & from all  
right of redemption, in & to said premises.  
And that you Orator may have  
such other & further relief in the  
premises as Equity requires -

And he shall ever pray &c

By  
Galloway & Page  
Solicitors for Complt.



Supreme Court Case File

Case No. 1850-SC-0006

50-52-6

No. ....

Union Common Pleas Court

Thomas Turner

Plaintiff,

against

James C Harriott

Defendant.

JUN TERM, 1851

SC

Journal / .....

Page 128

Record No. **No Record.** Page .....

Ex. Doc. ....

Page .....



Jas E Harriott

vs

Thomas Turner

R L

---

Sub for writs

Return - Charge

17-1840-

per - 25-

Filed Aug 13. 1850  
I Kinkead for ER

**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon *James Turner* -

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~the~~ *forthwith* ~~day of next term,~~ at \_\_\_\_\_ o'clock A. M., to

testify and the truth to speak on behalf of *James E Harriott*

in a certain controversy in said Court depending, wherein *James E Harriott*

*is* Plaintiff, and *Thomas Turner & R Lee*

*are* Defendant; and this *he* shall in no wise omit, under

the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court

House in Marysville, this *13<sup>th</sup>* day of *Aug*

A. D., 18 *50*

*James Kinkade Jr* Clerk.



Union Court Pleas

James E. Harriott  
vs

Thomas Turner and  
R Lee

---

Suit brought on promisory  
note of hand given by  
Defendants to Plaintiff  
under Seal for \$100.00. dollars  
dated 17<sup>th</sup> day of August  
A.D. 1847. also, for goods  
sold and delivered,  
money had and received.

J. C. Doughty atty  
for Plaintiff "

Filed May 18. 1850  
James Kinrad clerk

Recorded

Served this writ May 18<sup>th</sup> 1850 by delivering to  
Thomas Turner & Rowland Lee each a certified

Copsy thereof.

Fees = mileage 5  
copies 50  
service 55 = \$00.90

Philip Snider Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

*Thomas Turner and R. Lee*

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

*James E. Harriott*

in a plea of

*Debt. Debt One hundred dollars*

damages

*thirty dollars*

and have you then there this writ.

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

the *18<sup>th</sup>* day of *May* A.D., 18 *80*

*James Kinkade Jr* Clerk,



Fied aug 13<sup>th</sup> 1850  
I Kirkaduff

James E. Hornoy & Union Comm  
please

Thomas Dunn D R -  
L -

To James Burkhardt  
Chief of Union

please - August 23 - 1850

Take a subpoena  
for James Dunn -  
witness for Plaintiff  
in the above case  
to attend with

J. G. Day  
Att for Df



James & Horrocks

vs

Thomas Gunn

vs

Receipt for

summons

Filed May 17. 1850

James Kirkadee for clerk

J C Dwyer  
att. for Plaintiff

James E. Harriott In Debt-

Thomas Burne  
R Lee

Debt - \$100-00 -  
Damages - \$30-00

Issue a summons returnable  
at next Gen. Viduae Court  
brought an promissory Note of hand.  
given by Defendants to Plaintiff  
under seal. for \$100-00. Dallas  
dated 17<sup>th</sup> day of August A.D. 1847  
also for goods sold and delinquent  
money had and received.

To James Bunkade.  
Clerk of Union County  
Texas - Aug 17<sup>th</sup> 1850 -

J. C. Dwyer atty  
for Plaintiff



~~Turner~~  
Wm Lee  
Nate  
\$100.00

Spent the 2<sup>nd</sup> 1850 Recd on the  
Meridian by his Book up to this Day  
Nine Dollars fifty Cents  
also one Dollar per American

Filed Aug 13, 1850  
Stinkade & RR

Honor against the first day of April  
A D 1850, we or Either of us promise  
to pay James C Harriott or beares  
one Hundred dollars for value Received  
with interest from date. This 17<sup>th</sup> day of  
August A D 1847

Attest  
James Swener

Thomas Tupper  
R. L. L. Seal



James E Harriott  
vs

Thomas Turner ad  
R Lee

Indemnity common  
pleas

In Debt

Filed June 25. 1850  
James Kirk Kadey clerk

Cost Bill made  
Recorded  
Recorded in com Pleas

J C Doughty  
att for Harriott

1 - The premises.

\* To pay the said last mentioned several sums of money to  
the Plaintiff on request yet they have charge of the in  
premises, and have not paid the said several sums of  
money, nor either of them nor any part thereof to the  
Debtors of the Plaintiff that I believe, and through  
the wrongs. Suit -

J C Doughty att for  
Plaintiff



State of Ohio In Union Common  
Union County pleas May Term AD 1850.

James E Harriott complains of Thomas  
Turner and R. Lee in a plea of Debt  
for that whereas, the said Thomas Turner and  
R. Lee, on the 17<sup>th</sup> day of August Eighteen  
Hundred, and, forty Seven, at the County  
of Union, made their certain writing  
obligatory of that date, Sealed, with their seals  
And now, to the Court here shown, and then  
and there delivered the same, to the said  
James E Harriott and thereby bound themselves  
jointly and severally, to pay the said James E  
Harriott or bearer, One hundred, Dollars, on,  
or against, the first day of April AD 1850. after  
the date thereof, with interest, which period  
has now elapsed, And also for that whereas,  
the said Thomas Turner and R. Lee, on the  
27<sup>th</sup> day of April AD. 1850. at the County of  
Union, was indebted to the said James  
E Harriott, in One 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 One 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 One hundred Dollars, for the price and  
value of work, then and there done and materials  
for the same provided by the Plaintiff for the  
Defendants, at their request. And in one  
hundred Dollars, for money then and there  
lent, by the Plaintiff to the Defendants at their  
request. And in One hundred Dollars, for  
money then and there paid by the Plaintiff for  
the use of the Defendants, at their request  
And in One hundred Dollars, for money then and  
there received, by the Defendants, for the use  
of the Plaintiff And in One hundred Dollars,  
for money found due, from the Defendants to  
the Plaintiff on an account, then and there  
stated between them And whereas, the Defendants  
afterwards on the first day of May, AD 1850  
in consideration of the premises, then and



Law no 47

James E Harratt

<sup>vs</sup>  
Thomas Turner &  
R. L. L.

Cert Bill made Record

To Supr Courts  
Recorded in Com Pleaz

No. 50-50-6

Union Common Pleas Court.

James E. Herrick

Plaintiff,

AGAINST

Thomas Turner et al

Defendant.

AUG TERM 1850

JUDGMENT VS DEFENDANT

#107 <sup>20</sup>

Journal 4

Page 325

Record No. 5

Page 603

Ex. Doc.

Page



Union Supreme Court

Thomas Turner vs  
R. Lee.

vs  
James E. Hammett

Transcripts.

no. 3-

Filed June 13. 1857

Geo. Kirkwood for clerk

Settled

Costs paid made up

No Record



|                   |   |         |          |
|-------------------|---|---------|----------|
| James E. Harriott | } | In Debt |          |
| as                |   | Debt    | \$100.00 |
| Thomas Turner     | } | Damages | \$30.00  |
| R See             |   |         |          |

Issue a summons, returnable at next term Indorse Suit brought on promisory note of hand - given by Defendants to plaintiff under seal - for \$100.00 dollars - dated 17<sup>th</sup> day of August A.D. 1847. also for goods sold and delivered money had and received.

To James Kinkade Clerk of Union Common Pleas  
 I. C. Doughty - Atty for Plaintiff  
 May 17<sup>th</sup> 1850.

The State of Ohio Union County ss.  
 To the Sheriff of said County, Greeting:  
 We Command you to Summon Thomas Turner and R See, if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof; to answer unto James E. Harriott in a plea of Debt. Debt One hundred dollars, damages thirty dollars, and have you then there this writ.

Witness James Kinkade p. Clerk of said Court at  
 (S) Marysville the 18<sup>th</sup> day of May A.D. 1850.  
 James Kinkade p. Clerk.

Indorsed, "Suit brought on promisory note of hand given by defendants to plaintiff under seal for \$100.00 dollars, dated 17<sup>th</sup> day of August A.D. 1847. also for goods sold and delivered money had and received I. C. Doughty Atty for Plaintiff."

Returned and filed May 18<sup>th</sup> 1850, with the Sheriffs indorsement thereon as follows. To wit. "Served this writ May 18<sup>th</sup> 1850 by delivering to Thomas Turner & Rowland See each a Certified Copy thereof, Philip Snyder Sheriff."

Fees, mileage 5, Copies 30, Service 55, = \$09.90.

June 25, 1850. Declaration filed in the words and figures following to wit.

|                  |   |                        |
|------------------|---|------------------------|
| State of Ohio    | } | In Union Common Pleas, |
| Union County ss) |   | May Term A.D. 1850.    |

James E Harriott Complains of Thomas Turner and R See in a plea of Debt for that whereas the said Thomas Turner and R See on the 17<sup>th</sup> day of August Eighteen hundred and forty seven, at the County of Union made their certain, writing obligatory of that date, sealed, with their seals, and now to the Court here shown, and then and there delivered



The same to the said James E. Harriott and thereby bound themselves jointly and severally to pay to the said James E. Harriott or bearer, One hundred dollars on or against the first day of April A.D. 1850. after the date thereof, with interest, which period has now elapsed, and also for that whereas, the said Thomas Turner and R. See, on the 2<sup>nd</sup> day of April A.D. 1850. at the County of Union, was indebted to the said James E. Harriott, in One 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 One 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 One hundred dollars, for the price and value of work, then and there done and materials for the same provided by the plaintiff for the defendants at their request, and in One hundred dollars for money then and there lent by the plaintiff to the defendants at their request, and in One hundred dollars for money then and there paid by the plaintiff for the use of the defendants at their request, and in One hundred dollars for money then and there received by the defendants, for the use of the plaintiffs, and in One hundred dollars for money found due from the defendants to the plaintiff on an account then and there stated between them, and whereas the defendants afterwards on the first day of May A.D. 1850, in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiff on request yet they have disregarded their promise and have not paid the said several sums of money nor either of them nor any part thereof to the damages of the plaintiff thirty dollars and thereupon he brings suit—  
J. C. Sloughly Atty for Plaintiff;

August 13<sup>th</sup> 1850. the following note filed to wit,

Honor against the first day of April, A.D. 1850, we or either of us promise to pay James E. Harriott or bearer One hundred dollars for value received with interest from date this 17<sup>th</sup> day of August A.D. 1847.

Attest James Turner

Thomas Turner *Cal*

R. See *Cal*

Indorsed, "April the 2<sup>nd</sup> 1850 Received on the within by his book up to this day Nine dollars fifty eight cents  
also One dollar per Mr. Amrine;



Transcript of the Journals of the Proceedings of the Court of Common Pleas of the County of Union between James E. Hamlett plaintiff and Thomas Turner and R. Lee defendants. In a plea of Debt.

August Term Court August 13<sup>th</sup> 1850

James E. Hamlett

vs

Thomas Turner & R. Lee

In Debt.

This day came the said plaintiff by Mr Doughty his attorney and the said Thomas Turner and R. Lee though solemnly called came not but made default whereupon it is considered that the said plaintiff ought to recover his debt against the said defendants and his damages by reason of the detention thereof and neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said defendants doth owe the said plaintiff the sum of One hundred dollars and do assess his damages by reason of the detention thereof to seven dollars and twenty cents. Therefore it is considered that the said plaintiff recover of the said defendants the <sup>said</sup> sum of One hundred dollars his debt aforesaid and the said sum of seven dollars and twenty cents his damages aforesaid and also his costs in this behalf expended taxed &c.

The State of Ohio Union County ss.

James Kirkade Jr Clerk of the Court of Common Pleas of the County aforesaid do hereby Certify, that the foregoing transcripts contains all the orders, judgments and other journal entries of the said Court of Common Pleas in the above case, and that the same are truly Copies from the records of said Court.

Witness my hand seal of office this 7<sup>th</sup> day of May A.D. 1857.

James Kirkade Jr Clerk



The State of Ohio Union County ss  
I, James Kirkadee Jr Clerk of the Court of Common  
Pleas, of said County, do hereby certify that the foregoing  
are true copies of the Original files, process, and pleadings  
in the foregoing case in the Court of Common Pleas of said  
County

Witness my hand and Seal of Office  
this 7<sup>th</sup> day of May A D. 1857,  
James Kirkadee Jr Clerk,

Simon & Co

<sup>5</sup>  
J. E. Hunt

---

Pres in En

Filed Oct 3/50

J. Hunt



Thomas Sumner & Roley

vs

James E. Hanrott

In Union Sup Court

Issue a writ of Error to

The Court of Common Pleas in above case

also issue citation &c

To the Clerk of Union & Act 3<sup>d</sup> 1850. Thomas Sumner.  
Supreme Court. }

Union Supreme Court

Thomas Turner & R See  
vs

James E. Harriott

Notice & citation

|        |                   |
|--------|-------------------|
| Seris  | 35 <sup>cts</sup> |
| Copy   | 20                |
| Milage | 5                 |
|        | <hr/>             |
|        | 60                |

William C. Martin Sheriff

Filed November 1, 1850  
I KinKadd for clerk

Received this writ Oct 31<sup>st</sup> A.D. 1850  
Served same 1<sup>st</sup> 1850 By delivering a certified copy  
of this writ to the within named James E. Harriott  
W. C. Martin Sheriff



The State of Ohio Union County ss.

To the Sheriff of said County Greeting;  
We Command you that you give notice to James  
E. Harriott that Thomas Turner has sued out  
from our Supreme Court a writ of error, upon a  
certain judgment of the Court of Common Pleas of  
the said County of Union, of the August Term  
thereof A.D. 1850. for One hundred Dollars Debt, and  
Seven dollars and twenty cents damages, and three  
dollars and ninety five cents costs, in a certain  
plea of Debt, then pending in said Court wherein  
the said James E. Harriott was plaintiff and Thomas  
Turner and R. Lee were defendants, and also that  
you make known to the said James E. Harriott, that  
he be before the Judges of our Supreme Court within  
and for the said County of Union, at the Court House  
in said County on the first day of their next term,  
to show cause if any there be, why the said judgment  
should not be reversed, annulled and altogether  
held for nothing, and why speedy justice should  
not be thereupon done between the parties in that  
behalf.

Witness James Kirkade Jr Clerk of said  
Supreme Court at Marysville this 31<sup>st</sup>  
day of October A.D. 1850.

James Kirkade Jr Clerk.

Union Supreme Court

Thomas Turner v R Leo

vs

James G. Harriott

Writ of Error

Filed June 13. 1857  
James Kirkadale Jr Clerk

The Answer of the Judge of the Court of Common Pleas within named,  
An authenticated Transcript of the Judgment and all things  
Concerning the same, Together with duly Certified Copies of  
the Original Files, process and Pleadings within mentioned  
are herewith returned as within Commanded,

Attest: James Kirkadale Jr Clerk of  
Union Common Pleas,



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Greeting;

Because in the record and proceedings and also in the rendition of Judgment in a certain action of Debt, which was lately in our said Court of Common Pleas before you, wherein James E. Harriott was Plaintiff and Thomas Turner and R. See was defendants, error has intervened, as it is said, and we being willing, that such error if any there be, should be corrected, and full and speedy Justice done in that behalf, do Command you that if final Judgment be thereupon given, then without delay, you send to us distinctly and openly, under the seal of your Court, and annexed to this writ, an authenticated Copy of all judgments remaining of record in your Court, in the action aforesaid, together with duly Certified Copies of the Original files, ~~and~~ <sup>process,</sup> pleadings, and exceptions, so that having the same in our Supreme Court within and for the County of Union on the first day of our next Term, at the Court House in said County, we may cause further to be done thereupon in our said Supreme Court, what of right and according to the laws of the land ought to be done,

Witness James Kinkade Jr Clerk of said Supreme Court at Maysville this 30<sup>th</sup> day of October  
A. D. 1850.

James Kinkade Jr Clerk

Union Sup Court

---

Thomas Turner vs  
R Leo

<sup>vs</sup>  
James E. Harriott

---

Bond in Error

---

Filed October 7. 1850  
James Kirkadee Jr Clerk



Know all men by these presents, that we Thomas  
Turner, James Sumner and James M. Welsh  
of Union County Ohio, are held and firmly bound  
unto James E. Harriott, in the penal sum of  
Two hundred and twenty three 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 3<sup>rd</sup> day of October A. D. 1850

The Condition of the above Obligation is such, that  
Whereas the said Thomas Turner has sued out a  
Writ of error, upon a certain Judgment rendered  
in the Court of Common Pleas within and for said  
County of Union at the August Term thereof A. D.  
1850, in favor of the said James E. Harriott, and  
against Thomas Turner and R. Sec. for the sum  
of One hundred dollars Debt, and Seven dollars  
and twenty cents Damages, and also for Three  
dollars and ninety five cents Costs; Now if the  
said Thomas Turner and R. Sec. shall pay the  
Condemnation money and Costs, in case the said  
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.

Approved this }  
7<sup>th</sup> day of October A. D. }  
1850. James Knickerbocker }  
Suppleant Union County }

Thomas Sumner Seal  
James Sumner Seal  
James M. Welsh Seal

Supreme Court Case File

Case No. 1850-SC-0007



No. 50-5C-7

# Union Common Pleas Court

W<sup>m</sup> M. Robinson

Plaintiff,

against

James E. Harriott

Defendant.

JUN TERM, 1851

Journal **SC** /

Page 129

Record No. 2

Page 12

Ex. Doc. A

Page 82

Wm W Robinson  
vs  
James E Haniff  
Special Mandate

Filed June 30. 1857

L. K. Kade for clerk





The State of Ohio Union County ss.

To the Honorable Judges of the Court of Common Pleas within and for the County of Union Greeting;

Whereas in a certain action of Assumpsit lately before you wherein James E Hammett was plaintiff and William M Robinson was defendant. The said James E Hammett on the 13<sup>th</sup> day of August A.D. 1850 by your consideration in that behalf recovered against the said William M Robinson the sum of One hundred and thirty four dollars and sixty cents, damages and \$ 3.82 costs, of suit, and afterwards by our certain writ of Error we caused a transcript of the judgment and proceedings before you and also copies of the original files pleadings &c. between the parties aforesaid in the action aforesaid to be brought into our Supreme Court within and for said County of Union. Whereupon such proceedings were had that at the final term thereof A.D. 1851. It was considered that the judgment aforesaid by you in form aforesaid given be in all things affirmed and stand in full force and effect and that the said James E Hammett recover against the said William M Robinson \$ 6.49 his Costs in that behalf expended as also \$ 6.73 five per cent damages on the amount due the said James E Hammett on the judgment aforesaid the said then adjudged to him by our <sup>said</sup> Supreme Court according to the form of the Statute in such case made and provided which said Costs and damages amount in the whole to \$ 13.22 and that a special mandate be sent to you to carry the said judgment of our said Supreme Court into execution. Therefore we command that without delay you cause the said James E Hammett to have Execution against the said William M Robinson for the Money aforesaid pursuant to the Statute in such case made and provided the said writ of Error to the contrary notwithstanding.

Witness James Kirkade Jr Clerk of said Supreme Court at Mansville this 25<sup>th</sup> day of June A.D. 1851.

James Kirkade Jr Clerk

In Union Supreme Court

---

Wm M Robinson

vs

James E. Harriott

---

Bond in Error

Filed October 17. 1850

James Knickerbocker Clerk

Recorded



Know all men by these presents that we  
William M. Robinson, & John Cassie  
all of Union County and State of Ohio are held  
and firmly bound unto James E. Harriott in the  
penal sum of Two hundred and Seventy seven  
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 17<sup>th</sup> day of October, A.D. 1850.

The Condition of the above obligation is such, that whereas  
the said William M. Robinson, has sued out a writ  
of error, upon a certain Judgment rendered in the  
Court of Common Pleas within and for said County of  
Union at the August Term thereof, A.D. 1850, in favor  
of the said James E. Harriott, and against the said  
William M. Robinson, for the sum of One hundred  
and thirty four dollars and sixty cents, damages,  
and also for three dollars and eighty two cents costs.  
Now if the said William M. Robinson shall pay the  
condemnation money and costs, in case the said  
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.

Wm M Robinson Seal

John Cassie Seal

Seal

Taken by me October 17, 1850 }  
James Whitcomb } Clerk of }  
Union Supreme Court }

Union Supreme Court

William M. Robinson

vs

James E. Harriott

Count of Error

Filed June 13. 1857

James Kinkadee p clerk

Recorded

The Answer of the Judges of the Court of Common Pleas within named,  
An authenticated ~~copy~~ transcript of the judgment  
and all things concerning the same, together with duly certified  
copies of the original files, process and pleadings, within mentioned  
are herewith returned as within Commauded,

Attest, James Kinkadee p Clerk of Union  
Common Pleas,



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas. within and for the County of Union Greeting;

Because in the record and proceedings and also in the rendition of Judgment in a certain action of assumpsit which was lately in our said Court of Common Pleas before you wherein James E Harriott was plaintiff and William M Robinson was defendaut, error has intervened, as it is said, and we being that such error, if any there be, should be corrected, and full and speedy Justice done in that behalf, do command you that if final Judgment be thereupon given, then without delay you send to us distinctly and openly under the seal of your Court and annexed to this writ, an authenticated copy of all judgments remaining of record in your court in the action aforesaid, together with duly certified copies of the original files, process, pleading and exceptions, so that having the same in our Supreme Court within and for the County of Union on the first day of our next term at the Court House in said County, we may cause further to be done thereupon in our said Supreme Court what of right and according to the laws of the land ought to be done.

Witness James Kirkade for Clerk of the Supreme Court within and for said County of Union, at Marysville this 17<sup>th</sup> day of October A.D. 1850,

James Kirkade for Clerk

Union Supreme Court

William M. Robinson

vs

James E. Harriott

Notice & Citation

Service --- \$0 35

Copy --- 20

Mileage --- 25

60

W. C. Malin Sheriff

Filed Nov. 1. 1850.

J. A. Knicker for clerk

Recorded

Received this writ Oct 31<sup>st</sup> 1850  
Served Nov 1<sup>st</sup> 1850 by delivering a certified  
copy of this writ to the within named  
James E. Harriott - W. C. Malin Sheriff



The State of Ohio Union County ss.

To the Sheriff of Said County Greeting;  
We Command you that you give notice to James E. Harriott, that William M. Robinson has sued out ~~a writ~~ from our Supreme Court a writ of error, upon a certain Judgment of the Court of Common Pleas, of the said County of Union of the August Term thereof, A.D. 1850, for One hundred and thirty four dollars and Sixty Cents damages and three dollars and eighty two cents costs, in a certain plea of Assumpsit, then pending in said Court, wherein the said James E. Harriott, was plaintiff and the said William M. Robinson was defendant; and also that you make known to the said James E. Harriott that he be before the Judges of our Supreme Court within and for the said County of Union, at the Court House in said County, on the first day of their next term, to show cause, if any there be, why the said judgment should not be reversed, annulled and altogether held for nothing, and why Speedy justice should not be thereupon done between the parties in that behalf.

Witness James Kirkado Jr Clerk of said  
Supreme Court at Marysville this 31<sup>st</sup> day  
of October A.D. 1850.

James Kirkado Jr Clerk.

Wm Robinson

vs

Jas C Hamlett

---

Pres in Error

Filed Oct 17. 1850

Jas Kirkwood p clerk



Wm. M. Robinson } In Error -  
vs } Issue a writ of error  
James & Harriott } and Superedeas to  
Court of Com. Pleas in  
the case of James & Harriott vs  
Wm. M. Robinson

To the Clerk of Supreme  
Court of Union County  
Oct 17<sup>th</sup> 1850

Allison Curry, Atty for  
Pltff in Error

Harriett  
Robinson

Pres for Exp -

Filed Aug 27, 1851

L. Kirkland for Clerk





James E. Hamist

vs.

Wm. Robinson

Pres for Exec

Filed Oct 10. 1850

James Kirkland for MR



James E. Harriott }  
vs } Judgment in Union  
William M. Robinson } Corn Pleas.

Clerk of the Court of Common  
Pleas of Union County, Ohio, will  
please issue an execution in  
the above case.

Oct 7. 1850 James E. Harriott

<sup>No 6</sup>  
Union Supreme Court

Wm M. Robinson

as  
James E. Hamott

Transcripts.

No 6

Filed June 13, 1857

James K. Kihade clerk

Costs paid made Record

Recorded



James E. Harriott )  
 vs ) In assumpsit. Damages \$150. 00 -  
 Wm. M. Robinson ) Issue a summons returnable at the  
 next Term Indorse suit brought on note of  
 hand given by defendant to Plaintiff, for One hundred and  
 twenty two dollars forty cents, dated Dec 16, 1848 &c also for  
 goods sold and delivered money had and received.  
 To James Kirkade Clerk of } J. C. Doughty Atty for  
 Union Com Pleas May. 17<sup>th</sup> 1850 } Plaintiff

The State of Ohio Union County ss.

To the Sheriff said County Greeting;  
 We command you to summon William M Robinson if he  
 may be found in your bailiwick, to be and appear before ~~the~~  
 Court of Common Pleas of said County of Union, at the Court House  
 in Marysville on the first day of the next Term thereof, to answer  
 unto James E. Harriott in a plea of assumpsit damages One  
 hundred & fifty dollars, and have you then there this writ.

Witness James Kirkade Jr Clerk of said Court at Marysville  
 the 18<sup>th</sup> day of May A.D. 1850. James Kirkade Jr Clerk.  
 Indorsed, Suit brought on note of hand given by defendant to plaintiff  
 for One hundred and twenty two dollars, forty cents dated Dec 16,  
 1848 &c also for goods sold and delivered money had and  
 received, J. C. Doughty atty for Plaintiff.

Returned and filed May 25, 1850, with the Sheriffs return thereon as follows, Court  
 Served this writ May 24<sup>th</sup> 1850 by leaving a certified copy thereof at the  
 residence of the person named William M Robinson

Fees mileage 45, Service 35, Copy 20, = \$1.00. Philip Snider Sheriff  
 Declaration filed June 25, 1850, in the words and figures following, to-wit  
 State of Ohio } In Union Common Pleas, May Term Eighteen  
 Union County } hundred and fifty -

James E. Harriott complains of Wm. M. Robinson in  
 a plea of assumpsit for that whereas the said Wm. M. Robinson on  
 the sixteenth day of December Eighteen hundred and forty eight  
 at the County of Union made his promisory note in writing and



delivered the same to the said James E. Hamnett or bearer for One hundred and twenty two dollars and forty cents with interest from date. due on or before the twenty third day of March A.D. (1850) after the date thereof, which period has now elapsed, and the said W<sup>m</sup> M. Robinson then and there in consideration of the premises promised to pay the amount of the said note to the said James E. Hamnett according to the tenor and effect thereof. And also for that the said W<sup>m</sup> M. Robinson on the twenty fifth day of March A.D. 1850, at the County of Union was indebted to the said James E. Hamnett, in One hundred and twenty two dollars and forty cents for the price and value of goods, then and there bargained and sold by the plaintiff to the defendant at his request, And in One hundred and twenty two dollars and forty cents for the price and value of goods, then and there sold and delivered by Plaintiff to the defendant at his request, And in One hundred and twenty two dollars and forty cents for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request, And in One hundred and twenty two dollars and forty cents for money then and there lent by the plaintiff to the defendant, at his request, And in One hundred and twenty two dollars and forty cents for money then and there paid by the plaintiff to the defendant at his request, And in One hundred and twenty two dollars and forty cents for money then and there received by the defendant for the use of the plaintiff, And in One hundred and twenty two dollars and forty cents for money found to be due from the defendant to the Plaintiff on an account then and there stated between them, And whereas the defendant afterwards on the twenty sixth day of March Eighteen hundred and fifty, in consideration of the premises promised to pay the said last mentioned several sums of money to the plaintiff on request yet he hath disregarded his promises, and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff One hundred and fifty dollars, and thereupon he brings suit by De Slough's attorney for Plaintiff,



Transcript of the Journals of the proceedings of the Court of  
Common Pleas of the County of Union between James E.  
Haniott Plaintiff and William M Robinson defendant  
In a plea of Assumpsit.

August Term. Writ August 13<sup>th</sup> 1850  
James E Haniott

as  
William M Robinson } In assumpsit,  
This day Came the said James  
E Haniott by McLaughly his Attorney  
and the said William M Robinson though solemnly called  
Came not but made default. Whereupon it is considered that  
the said James E Haniott ought to recover his damages by reason  
of the premises and neither of the parties requiring a Jury the  
Court being fully advised in the premises do assess the damages  
of the said James E. Haniott to One hundred and thirty four  
dollars and sixty cents. Therefore it is considered that the  
said James E. Haniott recover of the said William M. Robinson  
the said sum of One hundred and thirty four dollars and  
Sixty cents his damages aforesaid in form aforesaid assessed  
and also his costs in this behalf expended, taxed to  
Dollars -

The State of Ohio Union County ss.

I James Kirkade Jr Clerk of the Court of Common Pleas  
of said County, do hereby Certify, that the foregoing Transcript  
contains all the orders judgments and other Journal entries  
of the said Court of Common Pleas in the above case; and  
that the same are truly copied from the records of said Court;  
Witness my hand and seal of Office this  
7<sup>th</sup> day of May A. D. 1851.

James Kirkade Jr clerk



August 13. 1850 the following note filed, to wit,  
\$122.40 On or before the 23<sup>rd</sup> day of March A.D. 1850 I promise  
to pay James E. Hannitt or bearer the sum of One hundred  
and twenty two dollars and forty cents with interest from  
date for value received

Dec 16<sup>th</sup> 1848

Wm. M. Robinson,

The State of Ohio Union County ss.

I James Kinkade Jr Clerk of ~~the~~ Court of Common  
Pleas. of said County, do hereby Certify that the  
foregoing are true Copies of the original files  
process and pleadings in the foregoing Case in the  
Court of Common Pleas of said County,

Witness my hand and Seal of Office  
this 7<sup>th</sup> day of May A.D. 1857.

James Kinkade Jr Clerk.



Lock A. 82

James C. Harriott

vs

William M. Robinson

Jura on mandate

Damages \$134.60

Costs in Com. Pleas. 3.82

Interest from Aug 13, 1850 -

Statutory Damages 6.73

Costs in Sup Court 6.49

Interest from June 14/57 -

increase " 41

Sept 1, 1857

Filed Sept 30, 1857

J. A. Knickerdoper clerk

Recorded

Shuff Mahin Dont Love on lands and tenements only Chatter August 27<sup>th</sup> 1857

James C Harriott

Received this writ August 27<sup>th</sup> 1857

Served Sept 11<sup>th</sup> 1857 upon one Samuel Ware one Gray mare one two year old colt and one horse colt  
I had the above described property advertised in the Maryland Tribune a news paper published and in general circulation in the main county for at least ten days previous to the day of sale i afterwards to wit on the 25<sup>th</sup> day of September AD 1857 between the legal heirs it being the day i purchase the same to be sold between the legal heirs of one the same by public auction at the Residence of the defendant ~~and not sold for want of bidders~~ and sold one Samuel Ware colt to James Robinson for forty nine dollars and twenty one cents he being the highest and best bidder there for the balance of the property not sold for want of bidders

Sept 29<sup>th</sup> 1857

Fees Mileage

|         |     |
|---------|-----|
| Fees    | 90  |
| Mileage | 35  |
| Fees    | 85  |
| Fees    | 25  |
| Fees    | 97  |
| <hr/>   |     |
| Total   | 150 |
| <hr/>   |     |
| Total   | 434 |

William S. Mahin Sheriff



The State of Ohio Union County, ss.

To the Sheriff of Union County Greeting;  
Whereas, In a certain Cause lately pending in our Court  
of Common Pleas within and for said County of Union  
James E. Harriott Plaintiff in said Cause, by the  
Consideration of our said Court on the 13<sup>th</sup> day of  
August A.D. 1850, recovered a judgment against  
William M. Robinson defendant in said Cause, for the  
sum of One hundred and thirty four Dollars and Sixty Cents  
Damages, And whereas, our Supreme Court within and for our  
said County of Union, afterwards, to wit, on the 14<sup>th</sup> day of June  
A.D. 1851, affirmed the said judgment and also rendered judgment  
in favor of the said plaintiff and against the said defendant  
for the further sum of Six Dollars and Seventy three Cents  
Statutory damages and Costs in said said Supreme Court, upon  
which said several judgments our said Court of Common Pleas, after-  
wards awarded execution in accordance with a Special Mandate  
sent by our said Supreme Court to our said Court of Common Pleas,  
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 defendant, You Cause to be made  
the said several sums of money, with interest on each from the said  
date of the rendition of judgment for the same, until paid, and  
also the sum of 41 cents the Costs of increase on said judgments  
and the accruing Costs; And that you have the said money  
before our said Court of Common Pleas on the first day of their  
next term to render unto the said plaintiff, And have them  
there this writ.

Witness James Kirkade Clerk of said  
Court of Common Pleas at Mansville this  
27<sup>th</sup> day of August A.D. 1851.

James Kirkade Clerk.



Receipt this writ January 25<sup>th</sup> 1852

Returna Bondon of the Plaintiff

Feb 27<sup>th</sup> 1852

William Collins Sheriff

Doct A 82

James E Harriott

vs

William M. Robinson

Vendi with clause &c

Damages \$134.60

Costs in Com. Pleas - 3.82

Interest from Aug. 13. 1850 -

Statutory Damages 6.73

Costs in Sup. Court 6.49

Interest from June 14. 1851 -

Increase Costs 4.75

This writ .41

Creditt. 25. 1851. \$49.75

Filed Feb 27 1852

James Innes Clerk

Leve on goods and Chattles and not  
on Real Estate Wm E Harriott

And that you have the said money before our said Court of  
Common Pleas on the said day of Returna Bondon of the  
Plaintiff the said Plaintiff.  
And have the said writ  
With the same thereto by Clerk of  
said County Common Pleas at  
Marysville the 15<sup>th</sup> day of January 1852  
James Innes Clerk



The State of Ohio Union County ss.

To the Sheriff of Union County Greeting:

Whereas in a certain Cause lately pending in Our Court of Common Pleas, within and for said County of Union, James V. Hammett Plaintiff in said Cause, by the Consideration of Our said Court On the 13<sup>th</sup> day of August A.D. 1857, recovered a judgment against William M. Robinson defendant in said Cause, for the Sum of One hundred and thirty four dollars and Sixty Cents Damages, and Costs of Suit. And whereas, Our Supreme Court within and for Our said County of Union, afterwards to-wit: On the 14<sup>th</sup> day of June A.D. 1857, affirmed the said judgment, and also rendered judgment in favor of the said plaintiff and against the said Defendant for the further Sum of Six dollars and Seventy three Cents Statutory Damages and Costs in said Supreme Court, upon which said several judgments Our said Court of Common Pleas, afterwards awarded execution in accordance with a Special mandate sent by Our said Supreme Court, to Our said Court of Common Pleas, as of Record is manifest. You are therefore Commanded that You expose to Sale those goods and Chattels of the said Defendant, to-wit: One Gray Mare, One two year old Colt and One Horse Colt. Which according to Our Commands you have taken into your hands, and which remain unsold as you have Certified to Our said Court of Common Pleas of Our said County, to Satisfy said several Sums of money, with interest on each, from the said dates of the rendition of judgment for the same, until paid, and also the Sum of \$4.75 the Costs of increase on said judgments and the accruing Costs; And if in your Opinion the property in your hands not sold will be insufficient to Satisfy the judgments aforesaid, then you are hereby Commanded that you levy the same upon the goods and Chattels, lands and Tenements, or either as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to Satisfy said judgments,



No. 50-50-7

Union Common Pleas Court.

James E. Ferritt  
Plaintiff,  
AGAINST  
Wm M. Robinson  
Defendant.

AUG TERM, 1850

JUDGMENT VS DEFENDANT

\$134 60

Journal 4

Page 324

Record No. 5

Page 602

Ex. Doc.

Page

James E Harriott

Wm M Robinson

receipt for  
summons

Filed May 17. 1850  
James Kirkadock clerk

J E Harriott  
att for Harriott



James E. Harriott } In Assumpsit  
vs } Damages \$150-00-  
Wm M Robinson }

Issue a Summons returnable  
at the next Term. Indorse suit  
brought on Note of hand given by  
Defendant to Plaintiff, for One hundred  
and twenty two Dollars - forty cents - date  
Dec 16 - 1848, &c - also for goods sold and delivered  
money had and received.

J C Dougty atty for  
Plaintiff

To - James Pinkade.  
Clerk of Union Court please }  
May - 17<sup>th</sup> 1857 - }

Filed Aug 13. 1850  
Jas Kirkland f Clerk

1192.45

Done

Wm M. Johnson



\$122.40 On or before the 23<sup>rd</sup> day of March A.D. 1850  
I promise to pay James E. Harriott or bearer  
the sum of One hundred and twenty ~~two~~ dollars  
and forty cents with interest from date for value  
received  
Dec 16<sup>th</sup> 1848

Wm W Robinson

Union Com Pleas

James E. Harriott  
vs  
Wm M. Robinson

"Suit brought on note of hand  
given by Defendant to Plaintiff  
for one hundred and twenty  
two dollars forty Cents, dated  
Dec 16, 1848. VC. Also for  
goods sold and delivered  
Money had and received

J. C. Doughty atty for  
Plaintiff "

Filed May 25, 1850  
James Kirkade JCR

Recorded

Served this writ May 24<sup>th</sup> 1850 by leaving a certified  
copy thereof at the residence of the within named  
William M. Robinson.

Fees. mileage 45  
service 35  
copy 20 = \$ 1.00

Philip Snider Sheriff



The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon *William M. Robinson*

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

*James C. Harriott*

in a plea of *Assumpsit* damages *One hundred & fifty dollars*

and have you then there this writ.

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

the *18<sup>th</sup>* day of *May* A. D., 18*50*

*James Kirkade Jr* Clerk.

James E. Harriott

vs  
Wm. M. Robinson

In complaint  
pleas

Filed June 25. 1850  
James Kirk Kade Jr Clerk

Court Bill made  
Record  
Recorded in Court Pleas

J. C. Smyth  
for Harriott



State of Ohio  
Union County

In Mission Common  
pleas. May Term Eighteen  
hundred and fifty-

James & Harriott Complainers of W<sup>m</sup>. M  
Robinson. in a plea of Assumpsit for  
that whereas the said W<sup>m</sup>. M Robinson, on the  
sixteenth day of December Eighteen hundred and  
forty eight. at the County of Union, made his promissory  
note in writing and delivered the same, to the said  
James & Harriott, or bears, for One hundred and twenty  
two Dollars and forty cents, with interest from date -  
due on or before the twenty third day of March - A D  
(1857) after the date thereof, which period has now  
elapsed, and the said W<sup>m</sup>. M Robinson then and  
there in consideration of the premises promised  
to pay the amount of the said note, to the said  
James & Harriott, according to the tenor and effect  
thereof - And also for that the said W<sup>m</sup>. M.  
Robinson, on the twenty fifth day of March  
A D 1857, at the County of Union, was indebted  
to the said James & Harriott, in One hundred  
and ~~forty~~ <sup>twenty two</sup> Dollars <sup>and forty cents</sup> for the price and value of  
goods then and there bargained, and sold, by  
the Plaintiff, to the Defendant at his Request  
And in One hundred and ~~forty~~ <sup>twenty two</sup> Dollars  
and forty cents for the price and value  
of goods then and there sold, and delivered by  
Plaintiff to the Defendant at his request And  
in One hundred and twenty two Dollars and  
forty cents for the price and value of work  
then and there done and materials for the same  
provided, by the Plaintiff for the Defendant, at  
his Request And in One hundred and twenty two  
Dollars and forty cents, for money then and there



Sept  
by the Plaintiff to the Defendant - at his Request -  
And in One hundred and twenty two Dollars - And forty  
Cents - for money then and there paid by the Plaintiff  
to the Defendant at his Request (And in One  
hundred and twenty two Dollars - And forty Cents - for  
money then and there received by the Defendant for  
the use of the Defendant Plaintiff (And in One  
hundred and twenty two Dollars - And forty Cents - for  
money found to be due from the Defendant to the  
Plaintiff on an account then and there stated  
between them. And whereas the Defendant afterwards  
on the twenty sixth day of March - by teen  
hundred - And fifty - in consideration of the  
promises - promised - to pay the said last - mentioned  
Several - Sums - of Money - to the Plaintiff on Request  
yet he hath disregarded his promises - and hath  
not paid the said several Sums - of Money - nor  
either of them nor any part thereof to the damage  
of the Plaintiff One hundred and fifty Dollars -  
And thereupon he brings - suit -

J C Doucety attorney -  
for Plaintiff



Law no 46  
James E Harriatt  
vs  
Wm Robinson

Costs made Record  
Recorded in Com Pleas

To Supreme Court

Supreme Court Case File

Case No. 1850-SC-0008



No. 50-50-8

Union Common Pleas Court.

G Tate

Plaintiff,

AGAINST

Thomas Russell

Defendant.

AUG TERM, 1850

JUDGMENT VS DEFENDANT

\$13573

Journal 4

Page 328

Record No. 5

Page 608

Ex. Doc.

Page

Union Com. Pleas

G. Tate  
vs  
Thomas Duwall

Suit brought on a note of  
hand for one hundred  
dollars given by dependant  
to plaintiff and dated  
May 26. 1849. Also for goods  
bargained and sold. goods  
sold and delivered. money  
lent. money had and received  
money paid and money  
found due on an account  
Stated Z. J. Fisher  
Atty for P<sup>l</sup>

Filed May 29. 1850  
J. H. Rade p MR

Served this writ May 29<sup>th</sup> 1850 by delivering  
to the within named Thomas Duwall a certified  
Copy thereof. Fees = mileage 5

Service 35  
Copy 20 = 60

Philip Swiden Sheriff



The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

*Thomas Duvall*

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

*G. Tate*

in a plea of

*Assumpsit*

damages

*Three Hundred dollars*

and have you then there this writ.

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

the *29<sup>th</sup>* day of *May*  
*James Kinkade Jr*

A. D., 18 *50*

Clerk.

S Tol

5  
J Ansell  
Trust

Filed May 29. 1850  
James Kim Redfern





Minor Court Pleas

G Tate

J Invall  
In Assumpsit

Filed June 3<sup>rd</sup> 1850  
James Kinrade p c M

Cost Bill made  
Record  
Recorded in Court Pleas

for money then over there price, the plaintiff for the use  
of the defendant at his request And in these business  
dealers, for money then over there, because the defendant  
for the use of the plaintiff And in these business-dealers  
for money, because to be due from the defendant to  
the plaintiff, or an account there and there shall be  
between them, And the defendant, afterwards, on the  
day was given last of the day, at the county a price in  
consideration of the promise respectively, promises the  
plaintiff, & by him the several moneys herein above  
mentioned, on request, yet he hath answered his  
last mentioned promise, and hath not, price any of the  
said moneys, <sup>last mentioned</sup> or any part thereof, In the testimony of the  
plaintiff of these business-dealers, and therefore  
he brings suit  
By J J. Fisher his atty



Court of Common Pleas of Union County of  
the Term of May in the year AD 1850  
The State of Ohio Union County SS

For G. Tate & B. J. Fisher his  
attorney complains of Thomas Enball, in a plea  
of assumpsit For that whereas the defendant  
on the twenty fifth day of May in the year of  
our Lord one thousand eight hundred and  
forty nine, at Cincinnati, to wit at the County  
of Union aforesaid made his promisory note  
in writing and delivered the same to the plaintiff  
and thereby then and there promised to pay to  
the plaintiff or order one hundred dollars  
thirty days after the date thereof, which period  
hath now elapsed, yet the defendant hath  
disregarded his promise and hath not paid any  
of the said moneys, or any part thereof to the damage  
of the plaintiff of three hundred dollars, and  
therefore he sues &c

And whereas also the defendant on the first  
day of April in the year AD 1850 at the County  
of Union aforesaid was indebted to the plaintiff  
in the sum of three hundred dollars for the price  
and value of goods then and there bargained and  
sold by the plaintiff to the defendant at his request  
And in three hundred dollars for the price and value  
of goods then and there sold and delivered by the  
plaintiff to the defendant at his request.

And in three hundred dollars for work then  
and there done, and materials for the same  
provided by the plaintiff for the defendant at his request  
And in three hundred dollars for money then and  
there lent by the plaintiff to the defendant at his  
request And in three hundred dollars

Law no 54.

G Tate

vs

J Shvall

73,976

4,024

---

78,000

Cost Bill made Record

Recorded in Com Pleas

\$71,401



Union Supreme Court

Thomas Durall

vs

G. Jato

Bond in Error

Filed Nov. 30. 1850

James Kirkcaldy Jr Clerk

Know all men by these presents that we Thomas Duwall  
and Stephen F. Kinney — are held and firmly  
bound unto G. Tate in the penal sum of Two hundred  
and seventy nine 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  
29<sup>th</sup> day of November A.D. 1850

The condition of the above obligation is such, that  
whereas the said Thomas Duwall has sued out a  
Writ of error, upon a certain judgment rendered  
in the Court of Common Pleas within and for the County  
of Union and State of Ohio, at the August Term thereof  
A.D. 1850, in favor of G. Tate and against the said  
Thomas Duwall for the sum of One hundred and  
thirty five dollars and seventy three cents, damages,  
and also for three dollars and fifty six cents costs;  
Now if the said Thomas Duwall shall pay the condem-  
nation money and costs, in case the said 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.

Thomas Duwall Seal  
S. F. Kinney Seal

Taken by me this 30<sup>th</sup> day of  
November A.D. 1850

James Kirkpatrick, Clerk Sup. Court Union County.



G. Tate  
L. Dwell

precepts for  
Writ of Sum

Filed Nov. 19. 1850  
Jatkinradey clerk

G. Tate  
vs  
Thomas Suball

Union Common Pleas

Judgment in Assumpsit at  
August Term A. D. 1850, for damages One hundred  
and Thirty-five dollars and Seventy-three cents  
Costs, Three dollars and Fifty six cents.

Issue a Writ of Error to the Court of Common  
Pleas, against G. Tate at the suit of Thomas Suball  
returnable on next

Wm. C. Coats Atty's  
for Plaintiff in Error

To the Clerk of the Supreme Court  
of Union County

Dated this 19<sup>th</sup> day of November A. D. 1850



Supreme Court Union County

G. Jato Thomas Devato

<sup>vs</sup>  
~~Thomas Devato~~ <sup>G. Jato</sup>  
vs

Writ of Error

Filed June 13. 1857

J. Kinkadee for Clerk

The Answer of the Judge of the Court of Common Pleas within named,  
An authenticated transcript of the Judgment and all  
things concerning the same, together with duly Certified  
Copies of the Original files process and pleadings therein  
mentioned, are herewith returned as within Committed,

Attest, James Kinkadee for Clerk of Union  
Common Pleas



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Greeting;  
Because in the record and proceedings and also in the rendition of Judgment in a certain Action of Assumpsit which was lately in our said Court of Common Pleas before you wherein G. Tate was plaintiff and Thomas Duval was defendant error has intervened as it is said, and we being willing that such error, if any there be, should be corrected and full and speedy justice done in that behalf, do command you that if final Judgment be thereupon given, then without delay you send to us distinctly and openly under the seal of your Court, and annexed to this writ, an authenticated copy of all judgments remaining of record in your Court in the action aforesaid, together with duly certified copies of the original files process, pleadings and exceptions, so that having the same in our Supreme Court within and for the County of Union on the first day of our next term at the Court house in said County, we may cause further to be done thereupon in our said Supreme Court what of right and according to the laws of the land ought to be done

Witness James Kirkade jr Clerk of said Supreme Court at Marysville this 28th day of November A.D. 1850,

James Kirkade jr Clerk



Union Supreme Court

Thomas Duvall

vs

G. Tate

Notice & Citation

Filed April 15, 1857  
I Kinrade Jr Clerk

Cole & Coats Attys for Plaintiff  
in error

The within named G Tate Not found

Grew Mch 25

Series 35

William G. Mallin Sheriff



The State of Ohio Union County, ss.

To the Sheriff of said County Greeting;  
We command you that you give notice to  
G. Tate, that Thomas Duwall has sued out from  
Our Supreme Court a writ of error upon a certain  
Judgment of the Court of Common Pleas, of the said  
County of Union of the August Term thereof A.D. 1850,  
for the sum of One hundred and thirty five dollars  
and seventy three cents damages and three  
dollars and fifty six cents costs in a certain  
Plea of Assumpsit then pending in said Court,  
wherein the said G Tate, was plaintiff and the said  
Thomas Duwall was defendant; and also that you  
make known to the said G Tate, that he be before the  
Judges of our Supreme Court within and for the said  
County of Union, at the Court House in said County,  
on the first day of their next term, to show cause if  
any there be, why the said judgment should not  
be reversed, annulled and altogether held for  
nothing, and why speedy justice should not be  
thereupon done between the parties in that behalf.

Witness James Ruikade Jr Clerk of the  
said Supreme Court at Marysville this  
30th day of November A.D. 1850  
James Ruikade Jr Clerk



Union Supreme Court

Thomas Huratt vs

G. Tate

Transcripts

No. 8

Filed June 13. 1857

James Kirkhead Clerk

Letter

Costs paid in full

No Record



G Tate  
vs  
Thomas Duwall } Union Common Pleas  
In Assumpsit. Damages \$300.00  
Issue a summons in this case  
returnable forthwith endorse writ  
brought on a note of hand for One hundred dollars  
given by defendant to plaintiff and dated May 26,  
1849, also for goods bargained and sold, goods  
sold and delivered, money lent, money had and  
received, money paid and money found due ~~and~~  
and on account stated.  
To the Clerk of Union } J. Fisher Atty for Pltff.  
Com Pleas May 29. 1850.

The State of Ohio, Union County ss.

To the Sheriff of said County Greetings,  
We Command you to summon Thomas Duwall if he may  
be found in your bailiwick, to be and appear before the Court of  
Common Pleas of said County of Union, at the Court House in Marysville  
forthwith to answer unto G Tate in a plea of Assumpsit  
damages Three hundred dollars and have you then ~~then~~ this  
writ. Witness James Kirkade for Clerk of said Court at  
Marysville the 29<sup>th</sup> day of May A.D. 1850.

James Kirkade for Clerk.

Endorsed, Writ brought on a note of hand for One hundred  
dollars given by defendant to plaintiff and dated May 26,  
1849, also for goods bargained and sold, goods sold and delivered  
money lent, money had and received money paid and money  
found due on an account stated. } J. Fisher Atty for Pltff.  
Returned & filed May 29. 1850 with the Sheriffs endorsement thereon  
as follows to wit. Served this writ May 29<sup>th</sup> 1850 by delivering to the  
within named Thomas Duwall a certified copy thereof fees  
mileage 5, service 35, copy 20 = 60. Philip Smiler Sheriff.  
Declaration filed June 3, 1850, in the words and figures following to wit  
Court of Common Pleas of Union County of the Term of May  
in the year A.D. 1850. The State of Ohio Union County ss



G. Tate by J. Fisher his Attorney Complains of Thomas  
Dwall in a plea of Assumpsit For that whereas the  
defendant on the twenty sixth day of May in the year of  
Our Lord one thousand eight hundred and forty nine  
at Cincinnati, Count at the County of Union aforesaid made  
his promissory note in writing and delivered the same to the  
plaintiff and thereby then and there promised to pay to the  
plaintiff or order one hundred dollars thirty days after the  
date thereof, which period ~~has~~<sup>has</sup> now elapsed yet the defendant  
hath disregarded his promises and hath not paid any of the  
said money, or any part thereof to the damage of the plaintiff of  
three hundred dollars and therefore he sues,  
And whereas also the defendant on the first day of April in the  
year AD. 1850 at the County of Union aforesaid was indebted to  
the plaintiff in the sum of three hundred dollars for the  
price and value of goods then and there bargained and  
sold by the plaintiff to the defendant at his request,  
And in three hundred dollars for the price and value of goods  
then and there sold and delivered by the plaintiff to the defendant  
at his request, And in three hundred dollars for work  
then and there done and materials for the same provided  
by the plaintiff for the defendant at his request,  
And in three hundred dollars for money then and there lent  
by the plaintiff to the defendant at his request,  
And in three hundred dollars for money then and there  
paid by the plaintiff for the use of the defendant at his request,  
And in three hundred dollars for money then and there received  
by the defendant for the use of the plaintiff And in three  
hundred dollars for money found to be due from the defendant  
to the plaintiff on an account then and there stated between  
them, And the defendant afterwards on the day and year  
last aforesaid, at the County aforesaid in consideration of the  
promises respectfully promised the plaintiff, to pay him  
the several moneys herein above mentioned on request;







yet he hath disregarded his last mentioned promises and  
hath not paid any of the said last mentioned moneys  
or any part thereof to the damage of the plaintiff of  
three hundred dollars and therefore he brings suit.

By *B. J. Fisher* his Atty.

The State of Ohio Union County ss.

I James Kirkade Jr Clerk of the Court of Common Pleas  
of said County, do hereby Certify that the foregoing  
are true Copies of the Original files, process, and  
pleadings in the foregoing Case in the Court of  
Common Pleas of said County.

Witness James Kirkade Jr Clerk of said Court  
This 7.<sup>th</sup> day of May A.D. 1857.

*James Kirkade Jr* Clerk

Supreme Court Case File

Case No. 1850-SC-0009



No. 50-50-9

Union Common Pleas Court.

George Tate

Plaintiff,

AGAINST

Thomas Purwell

Defendant.

AUG TERM, 1850

JUDGMENT VS DEFENDANT

\$135<sup>00</sup>/<sub>100</sub>

Journal 5-4

Page 328<sup>44</sup>

Record No. 5-

Page 609

Ex. Doc.

Page

S Tat

5

D Duwall

Filed May 29, 1850  
Sawyer Kirtland & Co. clerks



Jato  
S  
& Inwall

Union Com Pleas  
An Arrerment

James \$30000

Issued a Summons in

this case returnable forthwith. Endorse  
suit brought on a promisory note, given by  
defendant to plaintiff, for one hundred  
dollars, and twenty eight dollars and  
five cents, dated September 14<sup>th</sup> 1849  
also for goods bargained and sold  
money lent, money due and received,  
and money found due on an account  
stated

To the Clerk of Union County Pleas.

May 29 1850

J. S. Fisher atty for  
plaintiff

Union Com. Pleas

G. T. Atw  
vs

D. Drwall

Suit brought on a promisory  
note given by defendant to  
plaintiff for one hundred  
and twenty eight dollars and  
five cents dated September  
14<sup>th</sup> 1849. also for goods  
bargained and sold, money  
lent, money had and received  
and money found due on  
an account stated.

Z. J. Fisher atty.  
for Pltff.

Filed May 29. 1850

Cal. Kin. Rad. p. MR

Served this writ May 29<sup>th</sup> 1850 by delivering  
to the within named D. Drwall a certified  
copy thereof. Fees = mileage 5  
service 35

Copy 20 = 60

Philip Triden Sheriff



The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you to summon

*D. Orwall*

if ~~he~~ may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, <sup>*for the with*</sup> ~~on the first day of the next Term thereof~~, to answer unto

*G. Tate*

in a plea of

*Assumpsit*

damages

*Three Hundred dollars*

and have you then there this writ.

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

the

*29<sup>th</sup>*

day of

*May*

A. D., 18 *50*

*James Kinkade Jr*

Clerk.

James to be due from the defendant to the plaintiff  
on an account then due then states between  
them due the defendant, afterwards on the day  
one year last previous, at the County of New York  
in consideration of the sum of \$1000.00, promised  
the plaintiff to pay him the several moneys herein  
above mentioned on request, yet the defendant  
both disregarded his last mentioned promise and  
both not paid any of the said last mentioned moneys  
or any part thereof. In the damage of the plaintiff of  
three hundred dollars, and therefore he brings his  
suit.

B. J. T. Fisher his atty

Wm. Com. Pleas

5 June

5  
In case  
An ass't

Filed June 3<sup>o</sup> 1850  
James Kinrade clerk

Ces. Dub. Court

Record

Recorded in Com. Pleas



Court of Common Pleas of Union County  
of the Term of May in the year of our  
Lord one thousand eight hundred and  
fifty

The State of Ohio Union County ss

I John F. Fisher his attorney  
complain of J. D. Wall in a plea of ~~Assumpsit~~  
Assumpsit For that whereas the defendant on the  
fourteenth day of September in the year of our Lord  
one thousand eight hundred and forty nine, at the  
County of Union aforesaid, made his promissory note  
in writing and delivered the same to the plaintiff and thereby  
then and there promised to pay to the plaintiff or order  
one hundred and twenty eight dollars and five cents  
three months after the date thereof, which period hath  
now expired, yet the defendant hath disregarded his  
his promise and hath <sup>not</sup> paid any of the said money, or any  
part thereof, to the damage of the plaintiff of three hundred  
dollars, and therefore he sues And whereas also the  
defendant on the first day of April in the year AD 1850  
at the County of Union aforesaid, was indebted to the  
plaintiff in three hundred dollars, for the price and value  
of goods then and there bargained and sold by the plaintiff  
to the defendant at his request, And in three hundred  
dollars, for the price and value of goods then and there sold  
and delivered by the plaintiff to the defendant, at his request  
And in three hundred dollars for work then and there  
done, and materials for the same provided by the plaintiff for  
the defendant at his request, And in three hundred dollars  
for money then and there lent by the plaintiff to the defend-  
-ant, at his request, And in three hundred dollars for  
money then and there paid by the plaintiff for the <sup>use of the</sup> defendant  
at his request, And in three hundred dollars, for money then  
and there received by the defendant for the use of the  
plaintiff And in three hundred dollars for money

El Luvial

vs

G. Lato

Special Mandate

Filed June 30. 1857

L. M. Hadley for the Plaintiff





The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas within  
and for the County of Union Greeting;

Whereas in a certain action of Assumpsit lately before you  
wherein, G. Tate was plaintiff and J. Duwall, defendant the said G. Tate  
on the 13<sup>th</sup> day of August A.D. 1857 by your consideration in that behalf  
recovered against the said J. Duwall the sum of One hundred and  
thirty five dollars and nine Cents damages and \$ 3.51 Costs of suit  
and whereas afterwards by our certain writ of Error we caused a  
transcript of the judgment and other proceedings before you  
between the parties aforesaid, with a transcript of the original files  
pleadings &c. in the action aforesaid to be brought into our Supreme  
Court within and for said County of Union, Whereupon such proce-  
dings were had that at the ~~first~~ <sup>second</sup> term thereof A.D. 1857. It was  
considered that the judgment aforesaid by you in form aforesaid  
given be in all things affirmed and stand in full force and  
effect and that the said G. Tate recover against the said J. Duwall  
\$ 6.23 his costs in that behalf expended as also \$ 6.75 five percent  
damages on the amount due the said G. Tate on the judgment aforesaid  
then and then adjudged to him by our said Supreme Court according  
to the form of the Statute in such case made and provided  
which said Costs and Damage amount to \$ 12.98 and that  
a special mandate be sent to you to carry the said Judgment  
of our said Supr Court into execution therefore we  
Command you that without delay you cause the said  
G. Tate to have execution against the said J. Duwall  
for the money aforesaid pursuant to the Statute in such  
case made and provided the said writ of Error to the  
contrary notwithstanding;

Witness James Kirkade p. Clerk of said  
Supreme Court this 24<sup>th</sup> day of June  
A.D. 1857.

James Kirkade p. Clerk

Law no 55

G Tate

vs

U S Hall

Case made Record  
Recorded in Com Pleas

|           |        |
|-----------|--------|
| 500       | 735 76 |
| 100       | 41 50  |
| 50        | 139 76 |
| 30 94     |        |
| 15 47 1/2 | 32 50  |
| 30 94     | 26     |
| 464 00    | 32 96  |
| 680       | 680    |
| 726       | 39 76  |
|           | 100    |
|           | 139 76 |



50-50-9

No. ....

# Union Common Pleas Court

*D. Duvall*

Plaintiff,

against

*G. Tate*

Defendant.

**JUN TERM. 1851**

Journal **SC** . 6<sup>7</sup> Page 128 44

Record **No Record** Page .....

Ex. Doc. .... Page .....

Union Supreme Court

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D. Duvall

<sup>vs</sup>  
G. Tatt

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Bond in Error

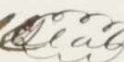
Filed November 30<sup>th</sup> 1850  
James Kirkpatrick Clerk


Recorded



Know all men by these presents that we D. Duvall  
and John Cassie — all of Union County and  
State of Ohio, are held and firmly bound unto  
G. Tate in the penal sum of Two hundred and  
Seventy eight 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 30<sup>th</sup> day of November — A.D. 1850

The Condition of the above Obligation is Such that  
Whereas the said D. Duvall has sued out a writ  
of error, upon a certain judgment rendered in  
the Court of Common Pleas within and for said County  
of Union, at the August term thereof A.D. 1850 in  
favor of G. Tate and against the said D. Duvall  
for the sum of One hundred and thirty five  
dollars and nine cents damages and also three  
dollars and fifty one cents costs; Now if the said  
D. Duvall shall pay the Condemnation money and  
costs, in case the said judgment of the said Court  
of Common Pleas, shall be affirmed by the Supreme  
Court in whole or in part, then the above obligation  
to be void, otherwise in full force in law.

D. Duvall 

John Cassie 

Taken by me this 30<sup>th</sup> day  
of November A.D. 1850  
James K. Kadey Clerk of  
Sup. Court Union County

Supreme Court Union County

~~G. J. Duvall~~ vs G. J. Duvall

~~D. Duvall~~

Writ of Error

Filed June 13, 1857

James Kimbrough Clerk

Recorded

The Answer of the Judges of the Court of  
Common Pleas within named,  
An Authenticated Transcript of the Judgment and  
all things Concerning the same, together with duly  
Certified Copies of the Original files process and  
pleadings, within mentioned, are herewith returned  
as within Commanded.  
Attest. James Kimbrough Clerk of Union  
Common Pleas



The State of Ohio Union County ss

To The Honorable The Judges of the Court of Common Pleas  
Within and for the County of Union Greeting;  
Because in the record and proceedings and also in  
the rendition of Judgment in a certain action of  
Assumpsit. Which was lately <sup>in</sup> our said Court of Common  
Pleas before you wherein G. Tate was Plaintiff and  
D. Duval was defendant. error has intervened as  
it is said and we being willing that such error, if any  
there be, should be corrected and full and speedy  
justice done in that behalf, do Command you, that  
if final Judgment be thereupon given, then without  
delay, you send to us distinctly and openly under the  
Seal of your Court and annexed to this writ, An Authentic-  
ated Copy of all judgments remaining of record in  
your Court in the action aforesaid, together with duly  
Certified Copies of the Original files process, pleadings  
and exceptions so that having the same in our  
Supreme Court within and for said County of Union  
On the first day of our next Term, at the Court house  
in said County we may Cause further to be done  
thereupon in our said Supreme Court what of right and  
according to the laws of the land ought to be done.

Witness James Kirkade Jr Clerk of said Supreme  
Court at Mansville this 28<sup>th</sup> day of November  
A D 1850. James Kirkade Jr Clerk

29  
Late  
18  
D. D. Wall

Prescriptions for  
Writ Error

Killed Nov 19. 1850  
In the road for the



G Tate  
vs  
S Leuball

} Union Common Pleas

Judgment in assumpsit at August Term A. D. 1850, for Damages One hundred and Thirty five dollars. ~~Costs~~ nine cents. Costs Three dollars and Fifty one cents

Issue a Writ of Error to the Court of Common Pleas against G Tate at the suit of S Leuball returnable on next

Bole & Coats Atty's  
for Pl'tff in Error

To the Clerk of the Supreme Court  
of Union County

Dated this 12<sup>th</sup> day of November 1850

Union Supreme Court

D. Duwall

vs

G. Tate

Notice & Citation

Filed Apr 15. 1837  
J. R. Kado for clerk

Recorded

Att. Genl. in Spanish & Tate not found

Fees Milroy 35  
Lorin 35

William & Aubin Sheriff



The State of Ohio Union County ss

To the Sheriff of said County Greeting,  
We command you that you give notice to  
G. Tate, that J. Duwall, has sued out from  
Our Supreme Court a writ of Error upon a  
certain Judgment of the Court of Common Pleas  
of the said County of Union of the August  
Term thereof A.D. 1850 for One hundred and  
thirty five dollars and nine cents damages,  
and also three dollars and fifty one cents  
costs, in a certain plea of assumpsit  
then pending in said Court, wherein the said  
G. Tate, was plaintiff and the said J. Duwall  
was defendant, and also that you make  
known to the said G. Tate that he be before  
the Judges of Our Supreme Court within  
and for the said County of Union, at the  
Court House in said County, on the first  
day of their next term, to show cause, if  
any there be, why the said Judgment should  
not be reversed, annulled and altogether  
held for nothing, and why speedy Justice  
should not be thereupon done between the  
parties in that behalf.

Witness James Kirkade p Clerk  
of said Supreme Court at  
Marysville this 9<sup>th</sup> day of  
December A.D. 1850  
James Kirkade p Clerk

No 7-  
Union Supreme Court

W. Sewall

vs

G. Tate

Transcripts.

No 7-

Filed June 13. 1857

James Kirkland for Clerk

Cost Bill made Record

Recorded

per 1.00



Transcript of the Journals of the proceedings of the Court  
of Common Pleas of the County of Union between G Tate  
Plaintiff and D Duwall defendant. In a plea of Assumpsit.

August Term Court August 13<sup>th</sup> 1850,

G. Tate  
vs  
D. Duwall } In Assumpsit.

This day came the said G Tate by  
Mr Fisher his Attorney and the said D.  
Duwall though solemnly called came not but made default.  
Whereupon it is considered that the said plaintiff ought to  
recover his damages by reason of the premises, and neither  
of the parties requiring a jury and the Court being fully advised  
in the premises to assess the damages of the said plaintiff to  
One hundred and thirty five dollars and nine cents, therefore  
it is considered that the said plaintiff recover of the said  
defendant the said sum of One hundred and thirty five  
dollars and nine cents his damages aforesaid in form  
aforesaid assessed and also his costs in this behalf expended  
taxed to Dollars

The State of Ohio Union County ss  
I James Knirkade Jr Clerk of the Court of Common Pleas  
of said County, do hereby Certify, that the foregoing Transcript  
contains all the orders judgments and other journal entries  
of the said Court of Common Pleas in the above case; and  
that the same are truly copied from the records of said Court.  
Witness my hand and seal of Office this  
7<sup>th</sup> day of May A.D. 1857.  
James Knirkade Jr Clerk



G Tate  
vs } Union Com Pleas  
D. Duwall } In Assumpsit. Damages \$ 300.00

Issue a summons in this case returnable  
forthwith. Endorse suit brought on a promisory note, given  
by defendant to plaintiff for one hundred and twenty  
eight dollars and five cents dated September 14<sup>th</sup> 1849  
also for goods bargained and sold, money lent, money  
had and received and money found due on an  
account stated

To the Clerk of Union Common Pleas

B J Fisher atty. for Plaintiff

May 29, 1850

The State of Ohio Union County, ss.

To the Sheriff of said County Greetings,  
We Command you to summon D. Duwall if he may  
be found in your bailiwick, to be and appear before the Court  
of Common Pleas of said County of Union, at the Court House  
in Mansville forthwith to answer unto G Tate in a  
plea of assumpsit damages three hundred dollars  
and have you there there this writ.

Witness James Knikrade Jr Clerk of said Court at  
Mansville the 29<sup>th</sup> day of May A.D. 1850.

James Knikrade Jr Clerk

Endorsed: "Suit brought on a promisory note ~~of~~ given  
by defendant to plaintiff for one hundred and twenty  
eight dollars and five cents dated September 14<sup>th</sup> 1849, also  
for goods bargained and sold money lent money had and  
received, and money found due on an account stated

By J Fisher atty for Pltff.

Returned and filed May 29<sup>th</sup> 1850 with the Sheriffs endorsement  
thereon as follows, (writ), served this writ May 29<sup>th</sup> 1849 by  
delivering to the within named D Duwall a certified  
copy thereof Fees on cleary 5. L. review 35. Cpy 20. = 60

Philip Snider Sheriff

Declaration filed June 3<sup>rd</sup> 1850 in the words and figures following



Court of Common Pleas of Union County of the Term of May  
in the year of Our Lord one thousand eight hundred and fifty  
The State of Ohio Union County ss.

G. Fato by J. J. Fisher his Attorney Complains of  
D. Duwall in a plea of assumpsit For that whereas the defendant  
on the fourteenth day of September in the year of Our Lord one  
thousand eight hundred and ~~forty~~ forty nine at the County  
of Union aforesaid made his promisory note in writing and  
delivered the same to the plaintiff and thereby then and then  
promised to pay to the ~~plaintiff~~<sup>plaintiff</sup> or order One hundred and  
twenty eight dollars and five cents three months after the date  
thereof which period hath now elapsed, yet the defendant  
hath disregarded his ~~own~~ promise and hath not paid any  
of the said money or any part thereof to the damage of the  
plaintiff of three hundred dollars and therefore he sues  
And whereas also the defendant on the first day of April in  
the year A. D. 1850 at the County of Union aforesaid was indebted  
to the plaintiff in three hundred dollars for the price and value  
of goods then and then bargained and and sold by the  
plaintiff to the defendant at his request. And in three hundred  
dollars for the price and value of goods then and then sold  
and delivered by the plaintiff to the defendant at his request  
And in three hundred dollars for work then and then done  
and materials for the same provided by the plaintiff for the  
defendant at his request, And in three hundred dollars  
for money then and then lent by the plaintiff to the defendant  
at his request, And in three hundred dollars for money then  
and then paid by the plaintiff for the use of the defendant at  
his request, And in three hundred dollars for money then  
and then received by the defendant for the use of the plaintiff.  
And in three hundred dollars for money found to be due  
from the defendant to the plaintiff on an account then and  
then stated between them, And the defendant, afterwards  
on the day and year last aforesaid, at the County aforesaid



in Consideration of the premises respectively, promised the Plaintiff to pay him the several moneys herein above mentioned on request yet the defendant hath disregarded his last mentioned promises and hath not paid any of the said last mentioned moneys or any part thereof to the damage of the Plaintiff of three hundred dollars, and therefore he brings his suit &c. By E. J. Fisher his Atty.

The State of Ohio Union County ss  
I James Knirkade Jr Clerk of the Court of Common Pleas within and for said County do hereby Certify, that the foregoing are true Copies of the Original files, process and pleadings in the foregoing Case in the Court of Common Pleas of said County.

Witness my hand and Seal of Office this  
7<sup>th</sup> day of May A.D. 1857  
James Knirkade Jr Clerk.



Supreme Court Case File

Case No. 1851-SC-0001

No. 51-50-1

Union Common Pleas Court.

*D. Burnham* *vs*  
Plaintiff,

AGAINST

*David Miller*  
Defendant.

MAY TERM 1850

MAY TERM 1850

JUDGMENT VS DEFENDANT

*\$141 21*

Journal *4*

Page *312*

Record No. *3-*

Page *584*

Ex. Doc.

Page



Ln 51

In Union Com Pleas

E. Dunham & Co for  
the use of David Park

vs

David Witter

Process - & Affidavit  
<sup>Debt</sup>  
In ~~Assumpsit~~

Filed Oct 16, 1848  
James Whitcomb Jr. clerk

Recorded

Allison & Curry

David Burnham & James Riddle }  
(Late partners under the name and firm of }  
D. Burnham & Co., for the use of }  
David Park }  
vs }  
David Witter }  
In Debt -  
Debt \$92.00 Damages \$100.00

Issue a capias ad  
respondendum returnable  
at the next term. Judorse on the writ "Sint brought on  
a recognizance of bail for the stay of execution upon  
a judgment rendered on the 7<sup>th</sup> day of December 1839  
against one Jacob Seaman who is since deceased  
in favour of the said D. Burnham & Co., <sup>for the sum of \$92.00</sup> <sup>the costs of suit</sup> the judgment was  
rendered by Andrew Keyes a justice of the Peace in and  
for the township of Union, in the County of Union, Ohio. The  
recognizance of the said David Witter for the stay of execution  
upon ~~the said~~ judgment, was taken by the said justice  
of the peace on the 14<sup>th</sup> day of December A.D. 1839, for the  
sum of one hundred dollars, conditioned according to  
law, which said judgment <sup>and which was assigned to the said David Park by damory 11<sup>th</sup> 1842</sup> remains unsatisfied.

Also for goods sold & .. Accounts claimed as  
due - Debt \$92.00 Damages \$100.00.

Hold to bail in the sum of \$280.78  
To the Clerk of Union County }  
Common Pleas }  
Oct 16<sup>th</sup> 1848 }  
Allison & Curry  
Attys for Pltff.

The State of Ohio, } The Court of Common Pleas  
Union County ss }  
The above named David Park for  
whose use this suit is brought, maketh oath and says, that  
the above named David Witter is justly and truly indebted  
to this deponent in the sum of ~~one hundred and forty dollars~~  
and eighty nine cents debt and interest ~~and forty seven and~~  
~~one half cents costs~~ upon the judgment & recognizance set  
forth in the above Praecipe, ~~over and above~~

And this deponent further says that the said David  
Witter is not a citizen, or resident of the State of Ohio.  
David Parker

Sworn to and subscribed before me this 16<sup>th</sup> day of  
October A.D. 1848. James Thirkett Jr, Clerk



Suit brought on a recognition w of bail for the stay of Execution upon a judgment entered on the 7<sup>th</sup> day of December 1839, against one Jacob Seaman, who is since deceased, in favor of the said P. Burcham & Co for the sum of \$92.00 & the costs of suit the judgment was rendered by Andrew Keyes, a Justice of the Peace in and for the Township of Union, in the County of Union, Ohio, the recognition of the said David Witter, for the stay of execution, upon the said judgment was taken by the said Justice of the Peace on the 14<sup>th</sup> day of December 1839, for the sum of One hundred dollars, Condition according to law, which said judgment remains unsatisfied and which was assigned to the said David Park, January 6, 1842. Also for goods sold &c. amounts claimed as due - Dec<sup>r</sup> \$92.00 Damages \$100.00.

Holds to bail in the sum of \$281.78

Amount sworn to as one one hundred & forty dollars and a eighth nine cents,

Filed Nov 15, 1848  
James Kirkland for Clerk

Recorded

Unrecorded  
D Burcham & Co  
for the use of David Park  
David Witter  
Captias

I have taken the body of the within named defendant and taken Bond with Joseph Gallows security and ~~and~~ returned a copy of Bond herewith.

Octo<sup>r</sup> 17, 1848

|                |       |
|----------------|-------|
| Fees - mileage | 40    |
| Service        | 35    |
| Bond           | 50    |
| Copy           | 20    |
|                | = 145 |

Philip Snyder Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:

We Command you to take David Witte, if he may be found in your bailiwick, and him safely keep, so that you have his body, before an Court of Common Pleas, of the County aforesaid at the Court House, in said County, on the first day of their next Term to answer unto, David Burnham & James Riddle, late partners under the name and firm of D Burnham & Co, for the use of David Park, in a plea of Debt. Debt \$92.00 Damages \$10.00.

And have you then there this writ.

Witness James Kirkade Jr, Clerk, of said Court at the Court House in Marysville this 16. Day of October AD 1848,

James Kirkade Jr, Clerk,



O Bunker & Co fire

vs  
David Miller

---

Bond

Filed Nov 15. 1848  
James Kinrade for Clerk

Recorded

Know all men by these presents that we David Witter and Joseph Galloway are held and firmly bound unto Philip Snider Sheriff of the County of Union, Ohio, in the sum of Two hundred and eighty one Dollars and seventy eight Cents, to be paid to the said Sheriff or assigns: for which payment we do hereby jointly and severally bind ourselves & sealed with our seals and dated this 17<sup>th</sup> day of October A.D. 1848.

The condition of the above obligation is such, that if the above bound David Witter, do appear before the Court of Common Pleas of the County of Union, at the Court House in said County, on the first day of their next term to answer to David Burnham & James Riddle (late partners in the name and firm of D Burnham & Co. for the use of David Park, in a Plea of Debt. Debt \$92.00 Damages \$100.00 then this obligation to be void otherwise in full force and virtue in law

David Witter (seal)

Joseph Galloway (seal)

I certify the above to be a true copy of the original Bond

Philip Snider Sheriff



Unu. Com. Pleas

David Witter

ad

J. Bunker & Co for  
the use of S. Park

Sumner

Filed Oct. 2. 1849

James Knicker for MR

Recorded

By J. B. Bledle  
1849.

David Witter  
ads

J. Bunker & Co  
for the use of said party

in Debt,

And the said David Witter comes and says  
that the said J. Bunker & Co ought not to  
have his action aforesaid against him because  
he says that the Declaration aforesaid and the  
Matters therein contained are not sufficient in  
law to maintain the action aforesaid and that  
he is not bound by law to answer the same  
wherefore he prays judgement and that the said J.  
Bunker & Co may be barred of their said action  
against him &c.

And for causes of demurrer the said David Witter  
shows to the Court here the following to wit.

1<sup>st</sup> That there is no allegation in the said Declaration  
that execution was against the Defendant to the  
original judgement and that sufficient goods and  
chattels could not be found of the said party  
to satisfy the execution, as the statute requires  
before writ can be brought against the bail for  
stay. 2<sup>d</sup> That the Statute provides a remedy  
against bail for stay of Execution by Scias fa-  
cias and being a statutory proceeding excluded  
an action of Debt will not lie. Debt can  
not be sustained thereon; and also that the  
said Declaration is in other respects uncertain informal  
and insufficient &c.

By M. Blewitt Atty for Deft.



State of Ohio County of Union P  
I Do hereby certify that the within  
is a true & correct copy of the proceedings  
had by and before me in the within named  
judicial district my honor and seal this  
4<sup>th</sup> day of July A D 1843.

Shubert "Weyers, S. J. P. (S)

Received 1844 cent in fees for my fees  
of David Parke Shubert Weyers S. J. P.

David Parke,  
Glavin # 92,  
October 7, 1839  
applied by  
T Burnham & Co  
No 1

Deans and Estate



D Burnham (Pl) Action of debt brought on  
vs (two promissory notes one for  
Jacob Seaman) Eighty Dollars & eighty cents  
dated March 2<sup>d</sup> 1839 due one day  
after date The other for Ten Dollars fifty  
eight cents dated July 8<sup>th</sup> 1839 a due Bill

December 7<sup>th</sup> 1839 Defendant came without  
Process and requested ~~for~~ judgment to be  
entered for the amount of the above described  
notes Whereupon the interest was calculated  
and judgment was rendered against defendant  
Jacob Seaman for the sum of Ninety two dollars  
and the costs of suit taxed at 12 $\frac{1}{2}$  cents  
Judgment \$92.00 /

Docket fee 12 $\frac{1}{2}$  } In the above suit of D Burnham  
Bail Bond 2.50 } He against Jacob Seaman &  
this Transcript 31 $\frac{1}{4}$  } David Witter do acknowledge  
92 1/4 } myself bail for Jacob Seaman  
for the stay of Execution in the sum  
of one hundred Dollars to be levied of my  
goods Chattels lands and tenements in case  
the said Jacob Seaman fails to make  
payment of the sum for which judgment  
is rendered in said suit

David Witter  
Taken and acknowledged this 14<sup>th</sup> day  
of December 1839 A. Keyes, J. P.

For value Received Jan<sup>y</sup> 4<sup>th</sup> 1842  
We do assign the above Judgment to  
David Parke D Burnham Pl



.....  
 92.  
~~72~~  
 6  
 55.12  
 124.12  
 276  
 127.88

David Park  
 John Reed &  
 Andrew Keyes  
 Attorneys of Jacob Seaman

Filed July 29<sup>th</sup> 1846  
 John Capital Clerk

4120.00  
 1.80  
 122.00

|

*Handwritten text, possibly a name or title, oriented vertically.*

*Handwritten signature or name, oriented vertically.*

D. Burnham & Co. } Action of debt brought on two  
 vs, } promissary one for Eighty Dollars  
 Jacob Seaman. } 25 & Eighty Cents. dated March  
 Judgement 92.00 } 2<sup>d</sup> 1839 due one day after date,  
 Costs fees 12 } the other for ten Dollars & Fifty  
 Bail bond 25 } Eight Cents dated July 8<sup>th</sup> 1839  
 Sat 10 } a due bill

9<sup>th</sup> 47<sup>th</sup> Dec. 7<sup>th</sup> 1839 defendant came without  
 process and requested judgement to be  
 entered for the amount of the above descri-  
 bed notes Whereupon the interest was calculated  
 and judgement was rendered against defendant  
 Jacob Seaman for the Sum of Ninety two Dollars  
 and the costs of Suit taxed at 12<sup>1</sup>/<sub>2</sub> Cents,

In the ~~action~~ above Suit of D. Burnham & Co. against  
 Jacob Seaman I David Witter do acknowledge my-  
 self Bail for Jacob Seaman for the Stay of Execution  
 in the Sum of one hundred Dollars to be levied on  
 my goods Chattels Land, & Tenements in case the said  
 Jacob Seaman fails to make payment of the Sum for  
 which judgement is rendered in said Suit.  
 David Witter.

Taken this 14<sup>th</sup> day of Dec. 1839.

For value received January 6<sup>th</sup> 1842 we do assign  
 the above judgement to David Park D. Burnham & Co.

State of Ohio Union County S.B.

I do hereby certify that the above is a true copy  
 of the proceedings had by and before me in the above  
 case. Given under my hand this 4<sup>th</sup> day of  
 Sept. 1844

Andrew Reyes J. P.



David Park vs, John Reed & Andrew Keyes, Administrators of Jacob Seaman deceased.

Oct 1<sup>st</sup> 1844 Issued Seirefacius for for the appearance of John Reed and Andrew Keyes, administrators of Jacob Seaman deceased to appear on the 7<sup>th</sup> day of Oct, 1844 at one O'Clock P. M. and handed to J. W. Hopkins Const., Seirefacius returned personally served by reading to John Reed & Andrew Keyes the within named, writ, fees 30 Cents, Oct. 1<sup>st</sup> 1844 J. W. Hopkins Const., One O'Clock P. M., Oct 7<sup>th</sup> 1844. The defend ants appeared no good cause shown why Execution should not issue against them in the above case,

|                  |         |
|------------------|---------|
| Judgement        | 118, 68 |
| doe entry        | 10      |
| Seirefacius      | 25      |
| Const. costs     | 30      |
| trial            | 25      |
| Costs first suit | 47 1/2  |
| Execution        | 25      |
| Cost             | 5       |

It is therefore considered my me that the David Park obtain a judgement, against John Reed & Andrew Keyes as administrators of Jacob Seaman deceased, for the sum of one hundred & Eighteen Dollars and Sixty eight Cents and costs taxed one Dollar and Thirty seven cents, Execution issued April 30<sup>th</sup> 1845, and handed to B. H. Sillard Const.,

May 20<sup>th</sup> 1845 Execution returned: Made diligent search could find no property where on to levy to make the amount of this Execution on May 20<sup>th</sup> 1845, fees mileage .5 B. H. Sillard Const.,

State of Ohio Union County S. S.  
 I do hereby certify that the above is a true copy of the proceedings had by and before me in the above case, Given under my hand this 28<sup>th</sup> day of May 1845,  
 Elias Topliff J. P.

12066

72376 431

462

11.85

1066

13251



Filed May 6, 1850  
On Wm K act of MR

De Munster & Co  
per & e

u  
David Matter

To Jas Kirkhead Esq Clerk

In Union Court Pleas  
Issue subpoena to  
Mr B Gavin witness for  
Petty - May 6<sup>th</sup> 1850

Allison & Curry  
Atty for Petty



Deposition in  
the case of  
J Brombence  
for the use of  
David Bork

vs

David Witter

Filed April 10, 1850

James Kirkadofe CR

Ordered at request  
of the  
Kirkadofe  
vs  
The Clerk of  
the Court  
James Kirkadofe  
vs  
David Witter

Union Com Pleas

D Burnham & Co for the use  
of David Park

no

David Witter

Sub for writs

Filed May 9, 1850  
James Kirkadee p clerk

Served this writ personally upon the within named  
witness. May 8<sup>th</sup> 1850. Just = mileage 5  
service 12<sup>th</sup> = 17<sup>th</sup> Philip Linder Sheriff



**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon

*Wm B. Irvine* \_\_\_\_\_

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the *First* day of next term, at *10* o'clock, A. M., to

testify and the truth to speak on behalf of *D. Burnham* *Hes for the use of David Park*  
in a certain controversy in said Court depending, wherein *D. Burnham* *Hes for the use*

*of David Park* is Plaintiff, and *David Witter*  
\_\_\_\_\_ is Defendant; and this *he* shall in no wise omit, under  
the penalty of the law; and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court  
House in Marysville, this *8<sup>th</sup>* day of *May*

A. D., 18

*50 James Kinkade Jr* Clerk.

Union Com Pleas

Drurham for tea  
vs

David Witta  
Sub for writs

Filed May 25, 1850  
James Kirkbride MA

Served this writ May 24, 1850 personally upon  
the writter named Andrew Keyes.  
Fees = mileage 30  
service 12% = 42%

Philip Snider Sheriff



**The State of Ohio, Union County, ss:**

To the Sheriff of said County, Greeting:

We command you to summon

*Andrew Reyes*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the Court House, in the town of Marysville. on the *first* day of next term, at *ten* o'clock, A. M., to

testify and the truth to speak on behalf of *J Burnham & co for the use of David Park*

in a certain controversy in said Court depending, wherein *J Burnham & co for the use*

*of David Park, is* Plaintiff, and *David Witter*

*is* Defendant: and this *He* shall in no wise omit, under the penalty of the

law: and have then there this writ.

Witness, JAMES KINKADE, Jr., Clerk of our said Court, at the Court

House in Marysville, this *24<sup>th</sup>* day of *May*

A. D., 18 *50* *James Kinkade Jr* Clerk.

Filed May 24, 1850

Lat Kunradich et al



S. Newman & Co  
for or

no

David Mitter

To the Kinrade Mr Clerk

May 24<sup>th</sup> 1850

In Union Court Pleas.

Issue Subpoena for Andrew  
Keyes. witness for Plaintiff -

Allison & Curry Atty for Defy.

In Union born Pleas

---

J. Burnham & Co  
for & c.

vs

David Witter

---

Nav - In Debt

---

Filed July 7. 1849

James Kirkland Jr clerk

Cost Bill made

Record -

Recorded

Allison & Curry  
273. 312



The State of Ohio }  
Union County } 20

Court of Common Pleas  
May Term A.D. 1849

David Burcham and James Riddle, late partners under the name and firm of D. Burcham & Co) for the use of David Park Complain of David Witter in a plea of Debt, For that whereas, heretofore, to wit, on the seventh day of December A.D. 1839 at the County of Union aforesaid, the said plaintiffs recovered a judgment against one Jacob Seaman (who has since deceased), ~~before~~ one Andrew Keyes then and there being a Justice of the Peace in and for the said County, for the sum of ninety two dollars, and the costs of suit taxed at  $12\frac{1}{2}$  cents, as appears of record upon the docket of the said Justice of the Peace, And whereas the defendant on the 14<sup>th</sup> day of December A.D. 1839 at the County aforesaid for the purpose of staying the collection of said judgment, by execution, appeared before the said Andrew Keyes then and there still being a justice of the peace as aforesaid, and acknowledged himself Bail for the said Jacob Seaman for the stay of execution upon said judgment, in the sum of one hundred dollars, to be levied on his goods and chattels, Lands and tenements, in case the said Jacob Seaman failed to make payment of the said judgment, as will more fully and at large appear by reference to said recognizance of bail, as of record upon the docket of the said Justice of the Peace, by reason of which, execution upon said judgment was stayed in accordance with the Statute in such case made and provided, And the plaintiffs aver that the said Jacob Seaman departed this life on or about the month of December A.D. 1840. And that the said Jacob Seaman did not pay the said judgment in his life time or any part thereof, nor has the administrators upon his estate paid the same or any part thereof since the decease of the said Jacob Seaman, nor has the defendant paid the same or any part thereof, nor has he discharged his said recognizance by paying to the plaintiff the amount thereof or any part thereof; but the plaintiff avers that the said judgment and the said recognizance are wholly unsatisfied to wit, at the County of Union aforesaid. By reason of which premises an action hath accrued to the



said plaintiffs to have and demand of the said defendant the said debt of one hundred dollars.

And ~~whereas~~ also, the defendant on the first day of January A.D. 1848, at the County aforesaid, was indebted to the plaintiffs in the sum of 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 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.

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; which said several last ~~mentioned~~ moneys were to be respectively paid by the defendant to the plaintiffs, on request; yet the defendant hath not paid any of the said last mentioned moneys or any part thereof; to the plaintiffs damage of one hundred dollars, and thereupon they bring suit

&c.

By Allison & Curran  
Their attys.



Filed May 28, 1850  
James K. Bradlee MR

I Bankers & Co.  
for the use of I Pack } for Union Common  
18 } please  
David Miller }

in P. B. Beale being duly sworn  
says that the defendant in this case has  
a good meritorious legal defence to the  
above action as he verily believes. He  
also further states that he understood  
this Court to construe the rule that  
when there was a general continuance  
of a case and leave to plead that the  
defendant had <sup>70 days</sup> to file his plea  
in - and that in consequence of such  
construction of the said rule by the Court  
as the affiant understood it, - he ~~did~~  
~~not~~ file <sup>accordingly</sup> was governed in furthering in  
with plea in this case.

P. B. Beale  
sworn to & subscribed before me  
May 28 1850, James Kirkbride p. Clerk



J. Bunker to  
for use of Park

(Darius Patton)

Act of 1840.  
in case of Duke's bail.  
in case of power to pay  
in his suit.

1. Transcription is evident.

2. Transcription of Judge's opinion Adm. of Duke's Seal  
Jury. etc. to Darius Patton. - no note to exceptions

Jury upon Duke's Seal  
& Walter's Walter's Walter's

Eng. Keys. was to Justice also under Duke's Seal  
did in Oct. 1840. - is one of his. Adm. - certain  
made & changed on 20th. - claim was laid in  
before him in Adm. & allowed it his rate, all  
amounts & 7 miles in dollar - money very much  
tendered, but was ready for him. - took showing  
divided: 1/3. 87. whole under Seal. He was putting on  
his seal to the estate. <sup>as only to settlement</sup> Walter's Walter's Walter's  
Curb of. - his own property. - Walter's Walter's Walter's  
was acting under order of Court when said was  
happened in settlement of 2d Estate.

Deposition of Wharton,

He has not seen the depositions. Dep. too full to make  
copy, saying he would see the books -

Gen. Lewis. - has further testifies before, above notes,  
to Wharton - so he has a great deal of letters to Wharton  
Bunker. he had no particular bail - so Justice of  
Bunker to, in which order was Duke's bail,  
in Eng. Bunker's order - when it was above on  
Walter's & it was one, & Bunker's & it was one  
all were taken & of said depositions at Bunker's,  
house - and in of. for in one 3 days - on Eng.  
to Duke - did no concern at the time. Bunker  
& Keys did not know the paper together.

Eng. Key. - Blue die me do hi juster books in his  
open.



We acknowledge Service  
on the within notice  
March 26<sup>th</sup> 1850

Allison & Cunningham  
Attys for Pet<sup>r</sup>

J. Brumhagen & Co  
for the use of David Parks  
19

David Witter

In the Court of Common  
Pleas in the County of Union  
and State of Ohio

Depositions will be taken in this  
case by the Dependant at the post office in  
the Town of Mt Pulaski Logan County Illinois  
on the 26<sup>th</sup> day of April next between Six P.M.  
and Stone P.M.

Dated March 27 1850

David Witter  
By P. B. Blake his Atty.



Deposition of Joshua Witter of the County of Logan  
and State of Illinois taken on the 26th day of  
April A.D. 1830 between the hours of six in the  
morning and nine in the evening of said  
day at the <sup>Post-Office</sup> office of <sup>in Mt. Pleasant - Logan Co. Illinois</sup> before ~~Mr. Fredericks~~ — a Justice  
of the Peace in and for said County — to be read  
in evidence in a cause pending in the Court of  
Common Pleas in the County of Union, and State  
of Ohio wherein D. Burnham & Co for the use of  
David Park is plaintiff and David Witter is  
defendant. The said Joshua Witter doth depose  
and answer as follows to wit,

Interrogatory 1<sup>st</sup> Are you acquainted with the parties  
to this suit — and if so how long have you known  
them?

Answer I am acquainted with the parties to  
this suit — David Witter is my father I have  
known D. Burnham for the last twenty years  
and have known David Park — ten years —

Interrogatory 2<sup>d</sup> Do you know any thing about the  
suit above named and if so what?

Answer I was in the town of Milford Union  
County Ohio in August — in the year 1840 David  
Witter my father David Burnham and myself  
met in the street and my father told David  
Burnham that the stay of the Judgment in  
favor of D. Burnham & Co & against Jacob Seaman  
and on which he (David Witter) was security — had  
expired that Seaman had properly enough now  
and that he (David Burnham) must make  
the money out of Seaman as he (David Witter)  
did not intend remaining as bail any longer as  
the stay was out. Burnham since the stay was  
not out — upon which we all went up to Andrew  
Kyes office — examined into the matter and



found that the day of said judgment - had expired two or three days before -

Interrogatory 3<sup>rd</sup> - What was further said at that time?

Answer. I do not remember of any thing further being said at that time -

Interrogatory 4<sup>th</sup> - Had Jacob Seaman at the time the above conversation took place, ~~any~~ plenty of property - out of which said judgment might have been made?

Answer. He had plenty of property at that time - and the above named judgment might have been collected with ease -

Interrogatory 5<sup>th</sup> - Did David Burrham, after the above conversation was had, endeavor to collect said judgment from Jacob Seaman, and did he make any effort at any time from the time of said conversation, until the said Jacob Seaman died to collect the same?

Answer. He did not - to my knowledge -

Interrogatory 6<sup>th</sup> - How long after said conversation did Jacob Seaman die?

Answer. About three or four months -

Interrogatory 7<sup>th</sup> - Do you know any thing further in relation to this suit - and if so what?

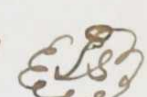
Answer. I do not -

Joshua Witter

State of Illinois }  
Logan County } I, William Frederick, Justice of  
the Peace, do hereby certify that  
Joshua Witter was by me sworn to testify the  
truth to the whole truth and nothing but the



truth, as a witness in the above named case  
and that the foregoing deposition by him sub-  
scribed was reduced to writing by me, and  
taken at the time and place in the enclosed  
note specified

Given under my hand and seal  
this 26<sup>th</sup> day of April A D 1850  
William Friedrich P. 

State of Illinois  
Logan County

3

I John S. Jenkins, Clerk of the County Court  
in and for said County, do hereby certify  
that William Friedrich whose name appears to the foregoing  
certificate, was on the day of the date thereof, an Acting Justice  
of the Peace for said County regularly Commissioned and qualified  
and as such, full faith and credit is, and of right ought to be  
given to all his official acts as such

Given under my hand and seal of  
Office at Mount Pulaski this 26<sup>th</sup>  
day of April A D 1850

John S. Jenkins Clerk

David Witter  
22

22 Brunham Ho for the  
use of David Park

Special Mandate

Filed June 30, 1857  
James Kirk Kade for clerk



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*[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]*

*[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]*



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas within  
And for the County of Union Greeting,

Whereas in a certain action of Debt, lately before you wherein I Burnham & Co for the use of David Park was plaintiff and David Witter was defendant. The said I Burnham & Co for the use of David Park on the 31<sup>st</sup> day of May A D 1850. by your consideration in that behalf recovered against the said David Witter the sum of One hundred dollars debt and forty One dollars thirty Cents damages and \$13.40 Costs of suit. And afterwards by our certain writ of Error we caused a transcript of the judgment and proceedings before you, and also Copies of the Original files process pleadings & Exceptions between the parties aforesaid in the action aforesaid to be brought into our Supreme Court within and for said County of Union. Whereupon such proceedings were had, that at the Term thereof A D 1851. It was considered that the judgment aforesaid, by you in form aforesaid given, be reversed, annulled, and altogether held for nothing; and that the said David Witter, be restored to all things which he had lost by occasion of said judgment. And also recover against the said I Burnham & Co for the use of David Park \$9.32 for his costs in that behalf expended. And that a special mandate be sent to you to carry said judgment ~~into execution~~ of our said Supreme Court into execution. Therefore we command you that without delay you cause the said David Witter to be restored to all things which he has lost by occasion of said judgment and that he have his execution against the said I Burnham & Co for the use of David Park, for the costs aforesaid; the said writ of Error to the contrary notwithstanding.

Witness James Kirk Rade Jr Clerk of said Supreme  
Court at Marysville this 25<sup>th</sup> day of June A D 1851  
James Kirk Rade Jr Clerk



D. Water  
and

D. Bennett & Co.  
for the use of D. Wash

Place

Filed Feb. 2. 1850

James Kirk Rade per R

Recorded

B. B. Cole



Daniel Wither  
vs

J. Burnham & Co. for  
the use of David Peck

In Debt

And the said David Wither comes & answers  
se- and as to the first he said that and last  
count, <sup>of</sup> the said Declaration says that he does  
not owe the said sums of money. <sup>These sums</sup>  
said nor any of them nor any part thereof  
in manner and form as the said plaintiff hath complained  
against him and by this he puts himself upon the Country  
and the <sup>said</sup> Plaintiff both the like

OBlewe Atty for Deft

The Plaintiff will take notice the said David Wither will  
in the trial of this Cause insist and prove that he the said  
defendant was only bail for the stay of execution for the claim  
on which this Suit is founded, and will further prove  
that the said plaintiff hath not used due and legal  
diligence to collect the same from the said principal  
by causing execution to be issued upon said judgment  
as by law he was bound to do, <sup>and otherwise</sup> wherefore the said David  
Wither will insist that the said recognizance entered  
in the first Count of the plaintiffs <sup>said</sup> Declaration is invalid  
and void in law and ~~shall pass judgment of~~  
~~ought to be changed~~ and will demand to be discharged  
ad dismissed from all obligations <sup>and liability</sup> on account of said  
recognizance <sup>and the said</sup> By <sup>best brought there</sup> OBlewe his Atty.



Recdally -

Whereupon the Council for Shoshone  
sent 5 letters paying the land claims and  
let them take and heals to the well  
of capturing containing the lowest matter  
No promise to purchase he even as an agent  
agreeing to the blockade in the old days  
made a promise and at the signing the  
the land came for the our bands  
bitter and he put to all this side of  
Dealers provision to the approval  
of them in their own hands  
for once and by count of parties

L. S. Tolson

Levi Phelps

James R Smith

M. M. R. [unclear]

D. B. Bunker

W. S.

David M. [unclear]

Billy [unclear]

Filed Aug. 15. 1850  
James Kirkade for [unclear]

Recorded



I Bunker Co  
for the use of J Park

David Wille

In debt on Recognizance for stay by Execution against the Bail.

In the Court of Ariz  
Dee us Mon County

Be it remembered that on the trial of this cause at the May Term of the Court of Com. Pleas A D 1850 the said plaintiff to prove the issue on his part offered in evidence a transcript of a judgment from the desk of Andrew Key v. Justice of the peace <sup>in the case of</sup> ~~the~~ <sup>the</sup> ~~plaintiff~~ <sup>and against the</sup> ~~defendant~~ which said transcript contained a Recognizance for the stay of Execution signed by the defendant as bail for stay of execution for said Seaman - the plaintiff also gave in evidence that said judgment had been laid before the Adm. of said Seaman who used some two months after the expiration of the stay of execution as that it had run to suitable proportion of the said estate (which was insolvent) the transcript of said judgment did not show that execution had ever issued against the principal in his life - and execution had not <sup>been</sup> issued, <sup>which was admitted</sup> without objection, - ~~the~~ ~~defendant~~ ~~did~~ the said defendant to maintain the issue on his part gave in evidence that he gave verbal notice to the plaintiff three days after the expiration of the stay to proceed against the principal to collect the judgment.

Whereupon the counsel for defendant asked the Court (the cause being submitted to the Court) to decide that the plaintiff could not maintain his said action - because he had not issued execution against the principal - as the defendant further stated that the plaintiff should become non-suit which motion the Court overruled in that



SI-SC-1

No. ....

Union Common Pleas Court

David Witter

Plaintiff,

against

D. Burkham & Co for &c

Defendant.

JUN TERM. 1851

Judg. vs Defendant

Journal **SC** 1

Page 131

Record No. 2

Page 18

Ex. Doc. ....

Page .....



Union Supreme Court

David Witter 109  
vs

W. Burham Hesfetter  
use of David Park

Transcripts

109 -

Filed June 13, 1857

J. S. Kinkadee Jr Clerk

Cost \$250 made Record

Recorded

\$250

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November Term. Court. November 24<sup>th</sup> 1849

J Burnham & Co for  
the use of David Park

vs  
David Witter

In Debt.

Demurrer Overruled, leave  
to plead within thirty days from  
the rising of this Court, and Continued.

May Term. Court. May 31<sup>st</sup> 1850

J Burnham & Co for the  
use of David Park

vs  
David Witter.

In Debt.

Friday came the parties  
by their Attornies and submit this  
Cause to the Court upon the issue joined and the Court  
being fully advised in the premises do find that the  
said defendant David Witter doth owe to the said  
plaintiffs the said J Burnham & Co. the sum of One  
hundred dollars, and do assess their damages by  
reason of the detention thereof after deducting the  
dividend paid by the estate of Jacob Seaman decd,  
to forty One dollars and ninety One Cents. Therefore  
it is considered that the said plaintiffs recover of the  
said David Witter, the sum of One hundred dollars  
their debt aforesaid, and the said sum of forty One  
dollars and ninety One Cents, their damages, aforesaid,  
and also their Costs in this behalf expended  
taxed to Dollars,

Motion for new trial and motion in arrest Overruled  
Bill of exceptions taken and Ordered to be made  
part of the Record.

The State of Ohio Union County ss.

I James Kirkmader Clerk of the Court of Common  
Pleas of said County, do hereby certify, that the



Transcript of the Journals of the proceedings of  
The Court of Common Pleas of the County of Union,  
between Burnham & Co. for the use of David Park  
plaintiff, and David Witter. Defendant in a plea of Debt.

May Term. Court, May 31<sup>st</sup> 1849.

Burnham & Co for the  
use of David Park

vs  
David Witter

} Debt.

This day came into Court, P.B. Cole and Joseph Galloway and acknowledged themselves to owe unto D. Burnham & Co for the use of David Park, the sum of two hundred and eighty two dollars to be levied on their goods and Chattels, Lands and Tenements and estate; upon Condition that the defendant David Witter, shall be Condemned in this action at the suit of D. Burnham & Co for the use of David Park, plaintiff, he shall pay the Costs and Condemnation of the Court, or be rendered or render himself into the Custody of the Sheriff of said County for the same, or in Case of failure that the said P.B. Cole and Joseph Galloway will pay the Costs and Condemnation for him.

August Term. Court, August 14<sup>th</sup> 1849.

Burnham & Co for  
the use of David Park

vs  
David Witter

} Debt.

Continued at Costs of  
Defendant.  
Judgment for Costs.



foregoing transcript contains all the Orders, judgments  
and other Journal entries of the said Court of  
Common Pleas, in the foregoing case; and that the  
said are truly copied from ~~from~~ the records of said  
Court.

Witness, my hand and seal of Office  
at Mansville this 13<sup>th</sup> day of June  
A.D. 1857.

James Kirkness Jr Clerk.



David Burnham & James Riddle  
Late partners under the name and  
form of D. Burnham & Co. for the use  
of David Park

vs  
David Witter.

In Debt.  
Debt. \$92.00 Damages \$100.00

Issue a Capias ad resp-  
ondendum returnable

at the next term. Indorse on the writ: Suit brought on a  
recognizance of bail for the stay of execution upon a judgment  
rendered on the 7<sup>th</sup> day of December 1839 against one Jacob Sea-  
man, who is since deceased, in favour of the said D. Burnham & Co.  
for the sum of \$92.00 & the Costs of suit. The judgment was rendered  
by Andrew Keyes a Justice of the Peace in and for the township  
of Union, in the County of Union, Ohio. The recognizance of the  
said David Witter for the stay of execution upon the said  
judgment, was taken by the said Justice of the Peace on the  
14<sup>th</sup> day of December A.D. 1839 for the sum of One hundred  
dollars, Conditioned according to Law, which said judgment  
remains unsatisfied, and which was assigned to the said  
David Park January 6<sup>th</sup> 1842, &c. Also for goods sold &c.  
Amounts claimed as due - Debt \$92.00 Damages \$100.00;

Hold to bail in the sum of \$281.78

In the Clerk of Union County Common  
Pleas. Oct 16<sup>th</sup> 1848.

} Allison & Leury Atty  
for Pltff.

The State of Ohio  
Union County ss.

} The Court of Common Pleas.

The above named David Park for whose use  
this suit is brought, maketh oath and says, that the above named  
David Witter is justly and truly indebted to this deponent in  
the sum of One hundred and forty dollars and eighty nine  
cents Debt and interest upon the judgment & recognizance set  
forth in the above Precise. And this deponent further says  
that the said David Witter is not a Citizen, or resident of the  
State of Ohio. David Park. Sworn to and subscribed before



me this 16<sup>th</sup> day of October A.D. 1848. James Kirknood Jr.  
Clerk.

The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

Alle Command you to take David Witter if he may be found in your bailiwick and him safely keeps, so that you have his body before our Court of Common Pleas, of the County aforesaid at the Court House in said County, on the first day of their next term to answer unto David Burnham & James Riddle, late partners under the name and firm of D Burnham & Co for the use of David Park in a plea of Debt, Debt \$92, or Damages \$100, or and have

LSB

you then then this writ. Witness James Kirknood Jr  
Clerk of said Court at the Court House in Miamsville

This 16<sup>th</sup> day of October A.D. 1848. James Kirknood Jr Clerk,  
Indorsed, Suit brought on a recognizance of bail for the stay of execution upon a judgment rendered on the 7<sup>th</sup> day of December 1839, against One Jacob Seaman, who is since deceased, in favour of <sup>the</sup> said D. Burnham & Co. for the sum of \$92.00 & the Costs of suit. The judgment was rendered by Andrew Keyes a Justice of the Peace in and for the township of Union, in the County of Union Ohio, the recognizance of the said David Witter, for the stay of execution, upon the said judgment was taken by the said Justice of the Peace on the 14<sup>th</sup> day of December A.D. 1839, for the sum of One hundred dollars, Conditioned according to Law, which said judgment remains unsatisfied and which was assigned to the said David Park, January 6<sup>th</sup> 1842 &c Also for Goods sold &c. Amounts Claimed as due Debt \$92.00 Damages \$100.00, Hold to bail in the sum of \$281.78. Allison Hurry atty for Pltffs. Amount sworn to as due. One hundred and forty dollars and eighty nine Cents.

Returned and filed November 15. 1848 with the Sheriffs indorsement thereon as follows. to wit. I have taken the body of the within named defendant and taken bond with Joseph Galloway, security and and returned a copy of bond herewith. October



17. 1848. Fees mileage 40, Service 35, Bond 50. Copy 20 = 1,45

Philip Snider Sheriff.

Said Copy of Bond, reads. Know all men by these presents that we David Witter and Joseph Galloway are held and firmly bound unto Philip Snider Sheriff of the County of Union Ohio in the sum of two hundred and eighty one dollars and seventy eight cents to be paid to the said Sheriff or assigns; for which payment we do hereby jointly and severally to ~~the~~ Bond ourselves sealed with our seals and dated this 17<sup>th</sup> day of October A.D. 1848. The condition of the above obligation is such that if the above bound David Witter, do appear before the Court of Common Pleas of the County of Union at the Court House in said County, on the first day of their next term to answer to David Burnham & James Riddle, (late partners in the name and firm of D. Burnham & Co) for the use of David Park in a Plea of Debt, Debt \$92.00, Damages \$100.00 then this obligation to be void, otherwise in full force and virtue in Law.

David Witter *Seal*

Joseph Galloway *Seal*

I certify the above to be a true Copy of the original bond  
Philip Snider Sheriff.

Declaration filed July 7. 1849. as follows, to-wit:

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

David Burnham and James Riddle, (late partners under the name and firm of D. Burnham & Co) for the use of David Park complain of David Witter in a plea of Debt. For that whereas, heretofore to-wit, on the seventh day of December A.D. 1839 at the County of Union aforesaid, the said plaintiffs recovered a judgment against one Jacob Seaman (who has since deceased), before one Andrew Keyes then and there being a Justice of the Peace in and for the said County, for the sum of ninety two dollars, and the Costs of Suit taxed at 12 1/2 cents, as appears of record upon the docket of the said Justice of the Peace. And whereas the dependant,



On the 14<sup>th</sup> day of December A.D. 1839 at the County aforesaid for the purpose of staying the Collection of said judgment; by execution, appeared before the said Andrew Keyes then and there still being a justice of the peace as aforesaid, and acknowledged himself Bail for the said Jacob Seaman for the stay of execution upon said judgment in the sum of One hundred dollars, to be levied on his goods and chattels, Lands and tenements, in Case the said Jacob Seaman failed to make payment of the said <sup>judgment,</sup> as will more fully ~~off~~ ~~and~~ and at large appear by reference to said recognizance of bail; as of record upon the docket of the said Justice of the Peace, by reason of which execution upon said judgment was stayed in accordance with the statute in such case made and provided, And the plaintiff avers that the said Jacob Seaman departed this life on or about the month of December A.D. 1840, And that the said Jacob Seaman did not pay the said judgment in his lifetime or any part thereof, nor has the administrators upon his estate paid the same or any part thereof since the decease of the said Jacob Seaman, nor has the defendant paid the same or any part thereof, nor has he discharged his said recognizance by paying to the plaintiff the amount thereof or any part thereof; but the plaintiff avers that the said judgment and the said recognizance, are wholly unsatisfied, to-wit: at the County of Union aforesaid, By reason of which premises an action hath accrued to the said plaintiffs, to have and demand of the said defendant the said debt of One hundred dollars; And whereas also, the defendant, on the first day of January A.D. 1848, at the County aforesaid, was indebted to the plaintiffs in the sum of 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 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; 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;

Which said several last mentioned moneys were to be respectively paid by the defendant to the plaintiffs, on request; Yet the defendant hath not paid any of the said last mentioned moneys or any part thereof; to the plaintiffs damage of One hundred dollars, and thereupon they bring suit &c, By Allison Hurry their Attys.

Demurrer filed October 2<sup>d</sup> 1849. as follows, Court;

David Witter

ads

In Slebt.

D Burham & Co for  
the use of David Park

And the David Witter Comes and says  
that the said D Burham & Co ought not

to have his action aforesaid against him because he says that the declaration aforesaid and the matters therein contained are not sufficient in Law to maintain the action aforesaid and that he is not bound by Law to answer the same wherefore he prays judgment and that the said D Burham & Co may be barred of their ~~action~~ said action against him &c, And for Causes of demurrer the said David Witter Shows to the Court here the following, Court;

1<sup>st</sup> that there is no allegation in the said declaration that execution issued against the defendant to the Original judgment and that sufficient Goods and Chattels could not be found of the said party to satisfy the execution, as the Statute requires before suit can be brought against the bail for stay;

2<sup>d</sup> that the Statute provides a remedy against bail for stay of execution by Scire facias and being a Statutory proceeding exclusively an action of Debt, cannot be sustained. Thereon; And also that the said declaration is in other respects uncertain informal and insufficient &c, By P. B. Cole Atty for Deft.



February 2<sup>d</sup> 1850. Plea filed as follows, to wit;

David Witter

ads

In Debt,

D. Burnham & Co for the

use of David Park

And the said David Witter Comes & defends &c. And as to the first, second, third and last Counts of the said declaration says that he does not owe the said sum of money therein mentioned nor any of them nor any part thereof, in manner and form as the said Plaintiff hath complained against him and of this he puts himself upon the Country and the said plaintiff doth the like. P. B. Cole Atty for Dept.

The plaintiff will take notice the said David Witter will on the trial of this Cause insist and prove that he the said defendant was only bail for the stay of execution for the claim on which this suit is founded, and will further prove that the said plaintiff hath not used due and ~~proper~~ legal diligence to collect the same from the said principal by causing execution to be issued upon said judgment, as by law he was bound to do, and otherwise, wherefore the said David Witter will insist that the said recognizance mentioned in the first Count of the plaintiffs said declaration is invalid and void in Law, and will demand to be discharged and dismissed from all obligations and liability on account of said recognizance and the said suit brought thereon by P. B. Cole his Atty.

Bill of exceptions filed August 15, 1850, as follows, to wit;

D. Burnham & Co for the use of D Park.

vs

David Witter

In Debt, on recognizance for stay of execution against the Bail.





In the Court of Com, Pleas Union County.

Be it remembered that on the trial of this Cause at the May Term of the Court of Com, Pleas A. H. 1850 The said plaintiff to prove the issue on his part offered in evidence a transcript of a judgment, from the docket of Andrew Keyes a Justice of the Peace, in favor of the plaintiff and



against One Jacob Seaman, which transcript contained a recognizance for the stay of execution signed by the defendant as bail for stay of execution for said Seaman. - The plaintiff also gave in evidence that said judgment had been layed before the Admr. of said Seaman (who died some two months after the expiration of the stay of execution) and that it had received its ratable proportion of the said estate (which was insolvent). The transcript ~~did~~ of said judgment did not show that execution had ever issued against the principal in his life - and execution had not so issued, - which evidence was admitted without objection. And the said defendant ~~gave in~~ to maintain the issue on his part gave in evidence that he gave verbal notice to the plaintiff three days after the expiration of the stay to proceed against the principal to collect the judgment whereupon the Counsel for defendant asked the Court, (the Cause being submitted to the Court) to decide that the plaintiff could not maintain his said action - Because he had not issued execution against the principal - and the defendant further insisted that the plaintiff should become nonsuit which motion the Court overruled in that behalf.

Whereupon the Counsel for Defendant David Witter prayed the said Judges would set their hands and seals to this bill of exceptions containing the several matters so proved and gave in evidence as aforesaid according to the statute in such case made and provided, and thereupon the Judges aforesaid at the request of the said Counsel for the said David Witter did sign & seal this bill of exceptions pursuant to the aforesaid statute in such case made and provided and by Consent of parties

J. L. Forbert   
Levi Phelps   
James R. Smith   
W. W. Woods 



The State of Ohio Union County ss.

I James Kinkade Jr Clerk of the Court of  
Common Pleas of said County, do hereby Certify that  
the foregoing are true Copies of the Original files,  
Process, pleadings and exceptions, in the foregoing  
Case, in the Court of Common Pleas of said County,

Witness my hand and Seal of Office

This 13<sup>th</sup> day of June A.D. 1857.

James Kinkade Jr Clerk



Union Super Court

David Witter

vs

Wm Burnham & Co for the  
use of David Park

Bond in Error

Filed June 12, 1857

James Kirkadee clerk

Recorded

Know All Men by these presents, that we  
J B Cole & B Melsh  
of Union County Ohio, do hold and firmly  
bound unto J Burnham & Co for the use of David  
Park, in the penal sum of three hundred and  
eleven dollars, to the payment of which, well and  
truly to be made, we do by these presents jointly and  
severally bind ourselves, sealed with our seals and  
dated this 10<sup>th</sup> day of June A. D. 1851.

The condition of the above obligation is such, that whereas  
~~the said~~ David Witter has sued out a writ of error, upon  
a certain judgment rendered in the Court of Common Pleas  
within and for said County of Union at the May term thereon  
A. D. 1850, in favor of the said J Burnham & Co for the use of  
David Park, and against David Witter for the sum of One  
hundred dollars debt, and forty One dollars and ninety  
One Cents damages, and also for thirteen dollars and  
forty Cents Costs; Now if the said David Witter shall  
pay the condemnation money and Costs, in case  
the said judgment of the said Court of Common  
Pleas shall be affirmed <sup>by the Supreme Court</sup> in whole or in part, then  
the above obligation shall be void; otherwise in full  
force in Law.

J B Cole Seal  
B Melsh Seal

Taken by me this 12<sup>th</sup> day  
of June A. D. 1851,

James Kirkroad Jr Clerk  
Sup. Court Union County.



Walter  
18  
Burchard

Assignment of errors

<sup>41</sup>  
Filed June 13. 1857  
James Kirkpatrick clerk

Recorded

P. B. Cole  
70 11/11

David Witter

In Error

Dr. Burman & Co  
for the use of D. Pack  
Judgment in Common Pleas  
suit brought below  
on a recognizance for  
stay of Execution.

And the said David Witter now comes and  
says that in the record and proceedings aforesaid  
there is manifest error in this <sup>to wit</sup>

1<sup>st</sup> The declaration is not sufficient in law to maintain  
the action, because it has no allegation of the using <sup>the principal</sup> ~~the~~ <sup>expected</sup> ~~the~~ <sup>goods</sup>

2<sup>d</sup> That the Court below erred in overruling the  
demurrer to the declaration.

3<sup>d</sup> The Court <sup>below</sup> erred in not granting a  
non suit, because no execution was issued against  
the the principal to the judgment so stayed.

4<sup>th</sup> That the judgment was in favor of the  
plaintiff below, when it should have been  
given for the defendant

A. B. Leale Atty  
for P<sup>l</sup>ff, in error



- If the nature of the obligation of the bail may be changed by statute: - by the same rule the rights of the creditor may be changed also by statute. - It may be so changed as to make the creditor exhaust both funds and <sup>or the municipal</sup> goods - "instead of goods a bond, before he proceeds on the bond, -" - It is argued that the bail does nothing by the failure to issue execution, - by the same rule the execution need not be issued in any case where it can be proved that nothing could be made from the bond itself, and the statute may be dispensed with altogether.

Wittes  
v

Burham

Brief

The Statute of 1846 is <sup>not</sup> retroactive. it creates  
new obligations on the bail - the obligation that  
the bail entered into under the old law  
was ~~that he would pay the judgment of~~  
~~the principal on condition that~~

"The condition on which the bail was given was  
that - the principal should pay the judgment &c.  
- and the law points out how the fact that  
be ascertained whether it has been paid, and that  
way is by the issue and return of an execution  
and no other legal way existed previous to the act  
of 1846, - so that - to charge the bail under the old  
act, it was a condition precedent - to  
issue & get a return - by the new law in certain  
cases you need not issue - so that - the new  
law in these cases entirely changed the character  
of the ~~law~~ obligation



Writter  
Bunham & c

The suit in this case is founded on a recognizance for stay of execution. The declaration of plaintiff ~~below~~ contained no allegation of the issuing & return of execution against the original judgment debtor, nor does the declaration contain any excuse for not issuing execution, nor in fact was any execution issued. The plaintiff in error therefore claims that judgment could not be legally rendered against him on said recognizance. In support of this position refers to Swan's Statute p. 577 sec. 69 also Wright's reports. Also to Kent et al vs Brew et al C.O.R. 139 & 46. Also Mayo vs Williams 17 " " 248. This two cases refer to the Ohio Reports, one was on an injunction bond & the other on an appeal bond both of which require execution against principal before suing on bond in the same language that is applied to stay bail in the statute.

The plaintiff in error demurred to declaration. but the Court below overruled it - and plaintiff in error then pled in this the Court below erred, - which may be corrected notwithstanding pleading over, C.O.R. 521 (13th St. Clair vs. Beber)

## Points

1 The provision that execution shall issue against your principal Quitt, is for the benefit of the bail-- G. O. R., ~~139~~ 139-- now if this be a provision so extended can he be deprived of that right by subsequent legislation

The Statute of 1846 changes the obligation of the bail in certain cases, now if that is to be retroactive the bail who signed under the old law, <sup>is deprived</sup> of this right which was expressly provided for his benefit, and in view of which provision he became bail, - and if the law may be so altered as to react, it may be made to apply to all cases and ~~execution~~ a statute may be passed to day depriving ~~the~~ ever docket <sup>bail</sup> in the State of this provision of having his principal proceeded against Quitt,

5 If the right of the obligation of the bail may be changed by statute, so may the rights of the creditor be changed and it may be enacted that the creditor shall exhaust lands as well as goods before he proceeds against the bail, and this statute by the same rule may be retroactive

|          |          |
|----------|----------|
| Wright   | 1149     |
| G. O. R. | 135      |
| 17 "     | 248      |
| Statute  | 517 & 69 |



It was insisted by Witter in Court before  
that he had given verbal notice to the Sheriff,  
and to proceed against the Municipal School  
as soon as the stay of execution expired; which  
was disregarded, & that, therefore, Bailton  
stay was absolute; — He understood that the  
stay was to be made absolute that the Notice  
in such case to be available, must be  
given in writing.

Some of the matters relied on  
by Pelt in error are matters of statement  
& were waived by his Plea in chief  
1 A. K. Marshall 592

Dumham for Use of  
Ms. Witter

Brief of  
Deft in Error.

Bunker & Co.  
For use, 20  
ms.  
Witter

Brief of Def<sup>t</sup> in Error

This is an action of Debt upon the bond of the Bail for stay of execution, under a writ upon the docket of a Justice of the Peace. It is shown by the pleadings & bill of exceptions that the defendant debtor, Seaman, died soon after expiration of stay of execution, and before any writ of fi fa had been issued against him.

It is contended by plff in error that no proceeding to collect the debt from him could be legal, without execution having been first issued against his principal and returned "Nulla bona." We admit such to have been the law formerly, but that rule was, in express terms, abrogated by the act of Feb. 17<sup>th</sup> 1846 (Vol. XLIV C. L. 48) — It is said however by plff. in error, that this act cannot affect this case, because the bond or recognizance upon which this suit is brought was ~~executed~~ before the passage of the act. We think this objection untenable. The act referred to is remedial, merely in its nature, and to laws of that class the Court will always give retroactive operation:

1 Kent's Com. 455

Hays vs. Amstrong, 70. Rep. 1<sup>st</sup> part, 249

It was contended in the Court below by plff. in error (Witter) that, admitting the bail for stay to have been liable under the circumstances, the action of Debt could not be maintained against <sup>him</sup> — the proceeding should have been by scire facias. — We hold the <sup>statutory</sup> remedy by scire facias, in such case, to be merely cumulative, and that the common law remedy remains unimpaired. — 150. Rep. 65

Wright, 429

1 Swan's P. 383 (note)



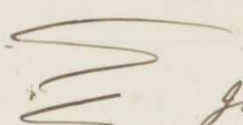
Heller

03

Bunham & c

Brief

Klein Land 13. 1857  
Gattinger & c

Wetter  
Dunham for  in Error  
I e

judgement below, on a recogni-  
zance for the stay of execution  
entered into by said Wetter as bail  
for one Seaman in 1839

The declaration on this recognizance contains no  
allegation that execution issued on the original  
judgement against the principal debtor,  
nor does the declaration contain any excuse  
for not issuing execution. - The p<sup>t</sup>ff, in  
error therefore claims that no judge-  
ment could be legally rendered  
against him on said recognizance

no support of this position refers to  
Swans Statute page 5-17 Sec. 65  
Wrights reports 449  
Also C. O. R., 139 & 40 Kent v. al v Buester  
" 17 248. Mayo v Williams. Adams,

~~It is also contended that the Statute of 1846~~  
The p<sup>t</sup>ff in error deems to the declara-  
tion but Court overruled Dunham, and p<sup>t</sup>ff  
in error pleads, for this it is alleged that  
the Court below erred, which may  
be corrected notwithstanding the p<sup>d</sup>,  
C. O. R., 139 St. Clamsell v. Peble  
It is contended that the statute of 1846, allowing proceedings  
against bail directly, where principal is dead, does not  
apply to this case. This recognizance was made before the passage of that act }  
for P<sup>t</sup>ff. in error



Union Supreme Court

David Witten  
vs

St Bernham & Co for the  
use of Slavic Park

Writ of Error

Filed June 13. 1857

James Kirkcaldy clerk

Recorded

The answer of the Deeds of the ~~Deeds~~ Court of Common Pleas  
within named,  
An authenticated Transcript of the Judgment  
and all things concerning the same, together with  
only Certified Copies of the Original files, per use,  
pleadings and exceptions within mentioned are  
herewith returned, as within Commandee,  
Attest, James Kirkcaldy, Clerk of  
Union Common Pleas,



The State of Ohio Union County ss.

To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union, Greeting;  
Be cause in the record and proceedings and also in the rendition of judgment in a certain action of Debt which was lately in our said Court of Common Pleas before you wherein D. Burnham & Co for the use of Levia Park was plaintiff and David Witter was defendant error has intervened as it is said, and we being willing that such error, if any ~~was~~ there be, should be corrected and full and speedy justice done in that behalf do command you that if final judgment be thereupon given then without delay, you send to us distinctly and openly under the Seal of your Court and annexed to this writ, an authenticated Copy of all judgments remaining of record in your Court in the action aforesaid, together with duly certified Copies of the Original files process pleadings and exceptions, so that having the same in our Supreme Court within and for the County of Union on the first day of our next term at the Court House in said County, we may cause further to be done thereupon in our said Supreme Court what of right and according to the laws of the land ought to be done.

Witness James Kirkade for Clerk of said  
Supreme Court at Marysville this  
10<sup>th</sup> day of June A.D. 1857.

James Kirkade for Clerk



Filed June 10. 1857  
Pa. Kinkadee jr clerk

J. Beunhuesse  
for the use of St. Paul's  
<sup>43</sup>  
Said Willed

Mon Com. Pleas

- issue a writ of Error in this  
Case, returnable to the next Term,  
June 9<sup>th</sup> 1851

To the Clerk of Mon ~~Supreme~~  
~~Court~~

J. B. Cole  
' atty for Deft.



Union Supreme Court

David Miller

vs

D. Burdham & Co for the use  
of David Park

Notice & Citation

Filed June 13, 1851  
L. K. Keady of Clerk.

Recorded

Notice of the within is hereby acknowledged  
and returned, this 13<sup>th</sup> day of June 1851  
D. Burdham & Co for use, &c  
By, Adm<sup>n</sup> of Court  
John P. H. 1851.



The State of Ohio Union County ss.

To the Sheriff of said County Greeting;

We Command you that you give notice to J Burnham & Co for the use of David Park, that David Witter, has sued out from our Supreme Court a writ of error upon a certain judgment of the Court of Common Pleas of the said County of Union of the May term thereof A.D. 1850. for, One hundred dollars debt and forty One dollars and ninety One Cents damages, and thirteen dollars and forty Cents, Costs, in a certain plea of Debt, then pending in said Court. wherein the said J Burnham & Co for the use of David Park, was plaintiff and the said David Witter was defendant; and also that you make known to the said J Burnham & Co for the use of David Park, that he be before the Judges of our Supreme Court within and for the said County of Union at the Court House in said County, on the first day of their next term, to show Cause if any there be, why the said judgment should not be reversed, annulled, and altogether held for nothing, and why speedy justice should not be thereupon done between the parties in that behalf.

Witness James Kirkadee Jr Clerk of the said Supreme Court, at Mansville this 12<sup>th</sup> day of June A.D. 1857.

James Kirkadee Jr Clerk



Depositions of witness taken in a cause pending in the Court of Common Pleas wherein J. Burnham & Co for the use of David Park is plaintiff and David Witter is ~~plaintiff~~ Defendant and for said Defendant, in pursuance of the agreement of parties notice as to time and place being waived both parties being present by their attorneys.

Thomas J Faulkner of the County of Champaign and State of Ohio of lawful age being first duly sworn by me as hereafter certified appears as follows.

Question by Defendant. State what you know in regard to a judgment that J. Burnham & Co. held against Jacob Seaman on the Docket of Andrew Keys J. P. of Mon. J. P. Union County Ohio on which judgment David Witter was bail for stay of execution.

Answer by witness in the month of August 1840 I was in company with David Witter in the Town of Milford and I heard David Witter tell David Burnham that he wanted him to secure that Judgment against Seaman that he the said Witter was Bail for on the Docket of Andrew Keys for he the said Witter said he would not stand Bail any longer as there was plenty of property to make the debt Burnham said the Judgment was not out Witter said it was & had been out three days. They then went to the office of said Keys and I went with them & the stay had been out three days as said Witter stated the reason I recollect the matter so well was that Burnham said he would bet the liquor that the stay was not out & Witter said he would bet him. Burnham after words treated to the liquor I drank part of the liquor  
Question by same. Who else was present at the time David Witter gave Burnham notice as aforesaid. - Answer Joshua Witter



and Samuel Faulkner who is since  
dead

Question by Pltffs counsel -

How long after the time you say you heard  
the conversation between Burnham and  
Witter, that your recollection was again called  
upon the matter? How did it come up?  
And did you at that time recollect it  
distinctly - And are you certain that  
any particular judgment was named  
in that conversation?

Answer My attention was drawn to it  
at the time of the suit Before Esqr  
Mr B Jowin I think some three or four  
years ago. I think said suit was in the  
fall

My attention was drawn to it  
by Mr Witter as he had been sued on  
it one before. I did not at first  
recollect ~~at first~~ the circumstance so  
distinctly as to the office where the  
Judgment was, but after thinking of it  
it came to my Recollection with out any  
other aid I am certain Witter  
mentioned the Judgment against Seaman

Question by same <sup>time of the</sup> conversation in 1840 were  
you living with Witter at that time?

Answer I was at work with  
Witter & living with him  
and upon any way interested in the  
event of this suit &  
was to live

Question by Deft. Was or was not you called upon  
to witness and take notice of the <sup>said</sup> notice Witter gave  
said Burnham to prosecute the <sup>said</sup> judgment  
against Seaman?

Answer I was called on by  
Witter to take notice of the conversation  
Witter had with Burnham

J J Faulkner



I James Turner a Justice of the peace is  
and for the Township of Paris in the County  
of Union Ohio do hereby certify that the  
above named Y D Gaul known was by me  
first duly sworn to testify the truth the  
whole truth and nothing but the truth  
and that the foregoing deposition by  
him respectively subscribed was reduced to  
writing by me

In testimony whereof I have hereunto  
set my hand this 10<sup>th</sup> day of  
April A.D. 1850

James Turner JP

Fees

Justices fees 1 50

Township fee 50

\$1.00

fees paid by Jeff

Supreme Court Case File

Case No. 1851-SC-0002



Supreme Court Case

**1851-SC-0002**

located with

District Court Case

**1852-DC-0003**

Supreme Court Case File  
Case No. 1851-SC-0003



Supreme Court Case

**1851-SC-0003**

located with

District Court Case

**1852-DC-0004**

Supreme Court Case File  
Case No. 1851-SC-0004



Supreme Court Case

**1851-SC-0004**

located with

District Court Case

**1852-DC-0005**

Supreme Court Case File

Case No. 1851-SC-0005



Supreme Court Case

**1851-SC-0005**

located with

District Court Case

**1852-DC-0006**