Civil/Domestic Case File

Case No. 1841-CV-0040

No. 41-CU-40

Union Common Pleas Court.

Charles J Welser
Plaintiff,

AGAINST

Thomas Barcus
Defendant.

NOV 1841

Replevin,

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

Charles F. Wilson

vs

Thomas Barcus

Filed Sept. 2. 1841

James H. Gill Clerk

Clerks fee 1.34
appeals fee 1.50
Constables fee 2.75
5.59
1.68
$6.77
50
$7.27

180
62
1.18

Charles S. Wilson } In Replevin:
vs.
Thomas Bancus } Damages One Hundred Dollars.

Issue a writ of Replevin for the following goods & Chattels, to wit. One pair of Oxen, both of which are four years old.

Otway Curry
Atty. for plaintiff

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

The above named Charles S. Wilson makes oath and says that he has good right to the possession of the goods and Chattels described in the above praecipe, and that they are wrongfully detained by the defendant; and that said goods & Chattels were not taken in execution on any judgment against the said plaintiff, nor for the payment of any tax, fine, or amercement, assessed against the said plaintiff, nor by virtue of any writ of Replevin, or any other mesne or final process whatsoever, issued against the said plaintiff.

Charles S. Wilson

Sworn to and subscribed before me the subscriber a justice of the peace in & for Union County, Ohio.

James Turner, JP

Charles T. Wilson } Damages
vs. } $100.00
Thomas Barcus }

Writ of Replevin
served by reading to Thos Barcus ~~[illegible]~~ delivering property to C. Wilson & taking bonds
Sept 10. 1841 W.W. Stockstill Sheriff

Service	35
Mile	90
Bond	50
inquest	1.00
appraisers	1.50
	4.25

Filed Sept. 10. 1841.
James H. Gillchrist
2,75

The State of Ohio, Union County ss.

To the Sheriff of said County, Greeting:

We command you that without delay you cause to be replevied unto Charles S. Wilson the goods and Chattels following, to wit: One pair of Oxen both of which are four years old: Which Thomas Bancus wrongfully detains from the said Charles S. Wilson, as is said; and also that you summon the said Thomas Bancus to appear at the next term of our Court of Common pleas to be held within and for the said County of Union, to answer unto the said Charles S. Wilson for the unlawful detention of the goods & Chattels aforesaid: Damages One Hundred Dollars; and have you then ~~there~~ this writ.

Witness James H. Gill, Clerk of said Court this 9th day of September A. D. 1841.

Attest James H. Gill Clerk.

Union Com pleas
Charles J Wilson
To } Bond
Thos J Barcus —
Filed Sept. 10. 1841
James H. Gill Clk

Know all men by these presents that we Charles I Wilson and

are held and firmly bound unto Thomas Barcus in the full sum of one hundred & fifty —— dollars Current money to the payment of which well and truely to be made we bind ourselves, heirs, Executors & administrators firmly Signed and Sealed by us this 10th day of Sept - 1841 The Condition of this bond is this the said Charles I Wilson has sued out of the Clerks Office of the Court of Com pleas of Union County his writ of Replevin for 1 yoke of Oxen 4 years old — now if the said Charles I Wilson will appear at the next term of the Court of Common pleas within & for said County & prosecute his suit to effect & pay all Costs & damages that may be awarded against him then this bond is of No effect Otherwise in full force

attest
W W Steele Sheriff

Charles Wilson (Seal)
James Kirkade (Seal)
(Seal)

The undersigned being Called on by W W Steele Sheriff of Union County to appraise 1 yoke of 4 year old Oxen Replevied by Charles Wilson from Thomas Barcus after being duly Sworn do appraise said Steers at Forty Five —— dollars given under our hands ~~& Seals~~ this 10th day of September AD 1841

Richard Perkins
Abad Franklin
Perry Eubanks
} Appraisers

Civil/Domestic Case File

Case No. 1841-CV-0041

No. 41-cv-41

Union Common Pleas Court.

James M Evans
Plaintiff,

AGAINST

Ransom Clark
Defendant.

APR TERM. 1842

Judgment VS Plaintiff

Journal 3 Page 26

Record No. No Record Page

Ex. Doc. Page

Union Com Pleas

James W. Evans

vs } Precipe

Ransom Clark

Filed Sept. 18. 1841

James H. Gice clerk

E. Cocks Counts

James W Evans
vs
Ransom Clark

Minor Com Pleas 7s
Nov Term 1841.
Trespass on the case Slander
Damages $5.000.

Issue Summons returnable on the first day of next term endorse Suit Brot to recover Damages for the Speaking uttering & publishing by deft of and concerning the plaintiff and his testimony in the case of Clarke vs Wilcox the following false defamatory, slanderous, scandalous, malicious, and wicked words. He (meaning the said Evans) swore a lie and I can prove the same, He meaning the said Evans swore a point blank lie and I can prove it to his damage $5.000

By W C Lawrence his
Atty

Union Common Pleas

James W. Evans

vs } Summons

Ransom Clark

Served by Certified Copy
Aug 18. 1841
W W Steele Sheff

Service — 35
Mile — 5
Copy — 15
55

Filed Sept. 18. 1841
James H. Gill Clerk

cost bill made

Suit for to recover damages for the speaking slanderous & publishing of said concerning the plaintiff and his testimony in the case of Clark vs Wilcox the following false, defamatory, slanderous, scandalous, malicious and wicked words, etc (meaning the said Evans) there also and also from the same, etc meaning the said Evans there a horse-thief and he and have it, to his damage $5.000.

B. W. Lawrence his atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon Ransom Clark

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 W. Evans

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

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 18th day of Sept. A.D. 1841

James H. Gill **CLERK.**

Union Common Pleas

James W. Evans
vs
Ransom Clark

Costs $2,77½
Writ 41

Recd this writ Febr 27 — 1844 No property found whereon to levy
April 17. 1844
W. W. Steele Sheff

Lev 35
Mile 5
40

Recd three dollars in this case
W. W. Steele Sheff

Filed April 17. 1844
John Cafiel Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action of Trespass lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein James W. Evans — — was plaintiff, and Ransom Clark — — was defendant, the costs of the said James W. Evans — were taxed at two dollars and seven ½ cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said James W. Evans — in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 29th day of April A. D. 1842 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Coart House in Marysville, this 27th day of February A. D. 1844

John Cassil CLERK.

Civil/Domestic Case File
Case No. 1841-CV-0042

No. 41[illegible]-42

Union Common Pleas Court.

John Wilcox
Plaintiff,

AGAINST

Ransom Clark
Defendant.

APR TERM, 1842

JUDGMENT VS DEFENDANT

No Record.

Journal 3 Page 17

Record No. No Record. Page

Ex. Doc. 1 Page 258

proceedings had before me Given under
my hand this 27th Day of Sept 1841
James Turner JP

Justices cost $1.10¾
Court & Hourly 0.35
Witness J. Catron 0.50
J W Evans 0.50
Wm. C Hale not sworn
the above witness were called by Plaintiff

Amount Recovered Plaintiff
John Wilcox
vs
Jonathan Jackson
Transcript Clerk
Filed September 27 1841
James W. Little Clerk

State of Ohio Union County SS

John Wilcox vs Ransom Clark — Suit Brought for Trespass on the con

Damages $50.00

Sept 1st 1841 Plantiff file his bill of Particulars Summons issued Returnable on the 6th Inst at 10th o'clock A.M. which was returned by John Hurley court endorse Serve by reading fee 0.15

Subpoenas issued by order of Plantiff for Jacob Cotrow Henry Kegartee J. W. Evans & Wm C. Malin which was returned by John Hurley court endorse Serve by reading serving & milase $0.35

summons	0 12½
satisfac	10
subpoenas	24½
swearing wits 4th	8
Trial	25
Execut	31¼
	1.00¾

Sept 6th 1841

Recein of R. Clark Sept 2d 1841 twenty two cents costs for issuing the summons in the above case J. Irons J P

Sept 6th 1841 the Plantiff appeared Deff failed to appear the above witnesses appeared Trial had J. W. Evans & Jacob Cotrow Sworn and examined on the part of the Plantiff after hearing the evidence it is considered by me that the Plantiff recover of Deff a Judgment for the sum of five dollars and costs of suit In the suit of John Wilcox against Ransom Clark I Wm. H. Brand do acknowledge my self Bail for the Deff for an appeal in the sum of fifty dollars to be levied on my goods and chattles lands and tenements if in case the appellant fail to pay the Judgment and costs and costs that may accrue in the court of common Pleas

Wm H Brand

Taken signed and acknowledged before me this 11th day of Sept A D 1841

James Irons J P

I certify the above to be a correct copy of the

Com. Pleas - Nov. Term, 1841.

~~Ransom Clarke~~
John Wilcox
vs.
Ransom Clarke } Appeal.

Nar. in Case.

Filed Dec 6. 1841
Sat St. Gill Clerk
cert bill mail

A. Hall
Atty. for Deff.

Union Common Pleas - November Term, A.D. 1841.

John Wilcox
vs.
Ransom Clark.

Appeal.

This cause comes into Court by appeal from the judgment of a Justice of the Peace; and thereupon John Wilcox complains of Ransom Clark, in a plea of the case for that whereas, on the 30th day of August, A.D. 1841, at the County aforesaid, in a certain amicable action then and there pending wherein Ransom Clark was Plaintiff and John Wilcox defendant, before James Turner, Justice of the Peace of the township of Paris in said County, it was then and there agreed by the said parties that the said cause should be submitted to the arbitrament of three disinterested men, to wit: Samuel Hawley, Benjamin Seller, and Jacob Catrow, who were then and there chosen and agreed upon by the parties to hear and determine said causes. Said arbitrators not being present, the justice of the peace aforesaid then and there issued a citation directed to the said arbitrators, notifying them to be and appear at the office of the said Justice of the Peace in Marysville in said County, on the 31st day of August, A.D. 1841, at ten o'clock, A.M., at which time and place the said arbitrators met accordingly, and were duly sworn according to law; and proceeded to hear said cause. And the said Wilcox saith, that notwithstanding said agreement to submit to the award of the said arbitrators, as aforesaid, and notwithstanding the said Wilcox had been at great expense by reason of the costs in and about said cause then and there incurred, in the payment of witnesses' fees, Justices', Constables', Arbitrators' and Attorneys' fees, as well as ~~being~~ expending much time ~~therein~~ and experiencing great trouble in and about attending to said cause - yet the said Clark, well knowing the premises aforesaid, then and there, during the progress of the hearing of said cause before the arbitrators aforesaid, did absolutely and unconditionally revoke the said submission.

And whereas, also, on the 30th day of August, A.D. 1841, at the County aforesaid, in a certain other amicable action then and there pending, wherein Ransom Clark was Plaintiff and John Wilcox Defendant, before James Tanner, Justice of the Peace of the township of Paris in said County, it was then and there agreed by the said parties, that the said cause should be submitted to the arbitrament of three disinterested men, to wit: Samuel Hawley, Benjamin Teller, and Jacob Catrow, who were then and there chosen and agreed upon by the parties to hear and determine said cause. Said arbitrators not being present, the justice of the peace aforesaid then and there issued a citation directed to the said arbitrators, notifying them to be and appear at the office of the said Justice of the Peace in Marysville in said County, on the 31st day of August, A.D. 1841, at ten o'clock, A.M. at which time and place the said arbitrators met accordingly, and were duly sworn according to law: and proceeded to hear said cause. And the said Wilcox saith, that notwithstanding said agreement to submit to the award of the said arbitrators as aforesaid, and notwithstanding the said Wilcox had been at great expense, ~~by reason of the costs~~ in and about said cause, to wit: Witnesses' fees, five dollars; Constable's fees, two dollars; Justice's fees, two dollars; Attorney's fees, twenty dollars; arbitrator's fees, two dollars; great time and labor expended in preparing for and attending to said cause, to wit, of the value of ten dollars — and other expenses then and there incurred, in all amounting to fifty dollars. Yet the said Ransom Clark, well knowing the premises, aforesaid, then and there, during the progress of the hearing of said cause, before the arbitrators aforesaid, did absolutely and unconditionally revoke the said submission. And the said Wilcox says that, by reason of the said several premises, he is damaged fifty dollars — and therefore he brings his suit, &c.

A. Hall,
Attorney for Plaintiff.

John Wilcox

vs Transcript on appeal

Ransom Clark

Filed by John Wilcox the plaintiff & appellee on the 28th April A.D. 1842 that being the 8 day of the term

Wm. H. Gill Clerk

[redacted]

A bill made

Recorded

State of Ohio, Erie County ss.
Justices Docket Entry

John Wiley Pff
vs.
Ransom Clark Def
Judgment $37.87½
Justice cost Affidavit - 25
Capias - 12½
Continuance .10
6. Subpoenas for Pff. witnesses .52
5. do. for Deft .28
1. Subpoena .12½
Swearing 11 witnesses .44
Judgment .25
Bail Bond .25
Satisfaction .10
Transcript 31¼
$2.55 11¼
constables cost 1.85

Suit brought on account for work done by Pff. for Deft in making 101 collars for Deft. $63.62½

November 13th 1841. The Pff. filed his affidavit that the Defendant is justly indebted to him in the sum of $63.62½ and that he has disposed or is about to dispose of his property with intention to defraud his creditors. Whereupon I issued a capias for the Defendant and delivered it to John Hurley constable, which was returned by said Constable, Endorsed Served by taking the Body and he is now present. Serving - 25 Milage - 1 Nov. 13th 1841.

The Parties present. The Defendant requested a continuation which was consented to by Pff. The Defendant entered in to Recognizance for his appearance on the 16th Nov. Inst. at 10 o'clock A.M. on said Day.

November 15th 1841. By request of Pff. Subpoenas issued for C. P. C. Jennings John McCollum Charles Rice Samuel Hanley Henry Regarter & James Riddle and served by John Hurley constable fees $-50 Milage 25 $.75

By request of Defendant Subpoenas issued for William Sayer Marshal Clark Ransom Clark Curtis Clark Martimore Bentley, and served by John Hurley Constable fees $-50 Milage - 25 $.75

by request of Defendant a Subpoena issued for Joseph Button. and Seven of Deft. of Reading

November 16th 1841 The Parties appeared and Entered into Trial A. C. Lennings John McCollum Charles Rice Henry Rogers James Riddle Lemuel Stanley. were sworn and Testified for Pf.

William Sayer Marshall Clark Curtis Clark Ransom Clark Mardimore Bentley & Joseph Button were sworn and Examined on the part of Defendant after hearing the Testimony and the Allegations of the Parties. It is considered by me that the Pf. Recover of the Defendant the sum of of Thirty Seven Dollars & Eighty Seven ½ cents of Writ herein Tax to Ten Dollars & forty cents.

The Defendant Gave Notice of appeal

In the action of John Wiley against Ransom Clark we Alexander Pollock & Benjamin F. Kelsey do acknowledge ourselves sureties for the said appellant, in the sum of Eighty Dollars to be levied upon our Lands and Chattels Lands and Tenments 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 (Signed) Alexander Pollock

Taken signed and acknowledged before me this 20th day of November A.D. 1841. Wm. P. Frank J.P.

State of Ohio. Mion County ss

I, do hereby certify the foregoing to be a True copy of proceedings had by and before me in the above Cause April 27th 1842 Wm. P. Frank J.P.

To Wm
James H Gill Clk of the
Court of Comm Pleas
of Union County
Ohio
Filed Apl 18. 1842
Pat. H. Gill Clerk

Opened Apl 18. 1842 on motion
of Defts counsel
J. H Guitteau

156
54
1.55
.10
.69
1.11
9.66

48.77
2
97.55
32.
129.55

48
40
1920
32.0

50.01

Wilcox
Secretary &c
Clark

John Wilcox
vs
Ransom Clark } On appeal

John Wilcox this day filed a transcript of the proceedings & judgment of William H Frank a justice of the peace of Paris Township in Union County in a certain cause wherein the said John Wilcox was Plaintiff & Ransom Clark Defendant and which cause was appealed to this Court by the said Ransom Clark and thereupon on motion of the said John Wilcox by Carneys his Attorneys & it appearing to the satisfaction of the Court that the said Ransom Clark has failed to deliver a transcript of the proceedings & judgment aforesaid to the Clerk of this Court & to cause his said appeal to be docketed within the time required by law it is ordered that the said Cause be docketed in behalf of the said John Wilcox and thereupon on motion of the said John Wilcox it is considered by the Court that the said John Wilcox recover of the said Ransom Clark the sum of Forty eight Dollars & Twenty seven & one half cents with interest to be computed from the 16th day of November AD 1841 the date of the judgment before said justice of the Peace together with his costs in this Court expended taxed to dollars & cents

Ex. Docket No. 1 Page 144

John Wilcox

v

Ransom Clark

Damages $50.07

cost 9.06

writ 41

Recd this writ June 3 1842

No property found whereon to levy. Aug 26. 1842

W W Steele Sheff

Serv 35

Mile 5

40

Filed Aug 27. 1842

Jas. H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D, 1842 John Wilcox

recovered against Ransom Clark

as well the sum of Fifty dollars and seven cents, for his damages, as the sum of $9.06½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Ransom Clark

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April A. D., 1842 until paid. Also, the sum of $0.40 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said John Wilcox

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

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

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0043

Civil/Domestic Case File

Case No. 1841-CV-0044

No. 41-cv-44

Union Common Pleas Court.

Thomas Clark, Plaintiff,

AGAINST

Elisha White, Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

Recorded & Indexed,

Journal 3 Page 75

Record No. 4 Page 91 95

Ex. Doc. 1 Page 3 23

Union Common Pleas

Thomas Clark
vs Transcript
Elisha White
Filed Oct 13, 1841.
James H. Gill Clerk

Cost bill made

Recorded, Book 4,
p. 91.

Received of Elisha White twenty five cents for
Recognizance of bail Petition to the CAD 1844
C W Snodgrass p.q.

Thomas Clark
vs
Elisha White
Debt $15.00
Plaintiffs cost
summons 12½
Court fees 30
Subpoena for
five Persons 32½
Court fees .. 115
Swearing Witness 20
Witnesses fees 250
Judgment 25
Deft cost
Bail Bond 25
Transcript 31¼

Bill of particulars filed
State of Ohio Union County Liberty Township
Suit brought on an account for twenty three
Dollars and twelve and a half cents
Summons Issued to George Hemringer Jr Const
September 22d A D 1841 Returnable September
twenty Eighth A D 1841 at ten O'clock A M
of said day Also Subpoenas Issued for
Wm Cripes Wm Anderson Solomon Cromwell
Thomas Herd John Ringer Returnable same Instt
Summons Returned Endorsed Sept. 24th A D 1841
Served on the within Nained Person by reading
Milage 20cts Service 10cts George Hemringer Jr Const
Subpoena Returned Endorsed Sept. 25th A D
1841 Served on the within Nained Persons By
reading Wm Anderson not found Milage 65cts
Service 50cts George Hemringer Jr Const

September 28th A D 1841 ten O'clock A M of said day
The parties appeared Trial had Wm Anderson Wm Cripes
Solomon Cromwell John Barron Thomas Herd Sworn and
Examined as Witnesses for the Plaintiff And by evidence
I do finde that the Defendant Owes the Plaintiff
Fifteen Dollars and It is therefore Considered by me
that the Plaintiff Recover of the Defendant the sum
of Fifteen Dollars and his cost therein taxed at
Four Dollars and Eighty five cents E W Parker J P
October 5th A D 1841 This day came the Defendant and made
Oath that he believed the above judgment was obtained
Either by fraud corruption or other un due means
In the action of Thomas Clark against Elisha White & Hezekiah
Davis for acknowledg my self bail for the appellant in the
Sum of Fifty Dollars to be levied of my goods Chattles lands and
tenements in case the appellant shall be condemned in
the action and shall fail to Carried over

Brought over

pay the condemnation money and cost that has accrued and may accrue in the Court of common pleas.

Hezekiah Davis Jr

Taken signed and acknowledged this 5th day of October in the year 1841

E W Inskeep J P

State of Ohio Union County Liberty 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 E W Inskeep J P

of the afforesaid Township & County

Union Com. Pleas

Thomas Clark

v } Ca

Elisha White

Served by reading to John R Burson & by Copy on Wm Sipes & Israel Carter Aug 16. 1842 & by Copy on Coleman Lemmon Aug 18. 1842 Wm Steele Sheriff

Fees 50
Writs 1.00
Copies 20

Filed Aug 26. 1842
Jas H. Gill Clerk

60

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Solomon Crum John R. Benson. Mr Sipes Israel Carter

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

in a certain matter in controversy in our said Court depending: wherein Saiee Clark is plaintiff, and Elisha White is defendant.

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

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 15th day of August A. D. 1842

James H. Gill CLERK.

Union Common Pleas.

Thomas Clark

vs.

Elisha White.

Sub. for Witnesses.

Served by reading to John R Burson Wm Sipes & Sarah Griffin Oct 25. 1842 & to Solomon Crum Oct. 27. 1842

Solomon Crum demanded his fees & not paid for want of Funds Wm W Steele Sheff

Serv	.50
Mile	.65
	1.15

Filed Oct 27th 1842
John Cassil Clerk
P. T.

EO

12/23

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Solomon Crum, John R. Burson, William Sipes, and Sarah ~~Carter~~ Griffin,

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first 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 matter in controversy in our said Court depending: wherein Thomas Clark is _____ plaintiff, and Elisha White is _____ defendant.

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

Witness ~~James H. Gill~~ John Cassil pro tem, Clerk of said Court at the Court house aforesaid, this 24th day of October, A. D. 1842.

John Cassil, pro tem
CLERK

Union Com Pleas

Elisha White
vs
Thomas Clark

Plea

Filed July 19th 1842
James H. Gillette

13

Elisha White } In Assumpsit.
vs }
Thomas Clark }

And the said Elisha comes and defends
&c and says that he did not assume and promise in
manner and form as the plaintiff hath above
thereof Complained against him and of this
he puts himself upon the Country and the
plaintiff doth the like

By Cole & Lawrence his
Attys

Union Common Pleas.

Thomas Clark
vs.
Elisha White. } ass.t

Filed June 7th 1842
James H. Gill Clerk

Union County, ss. } Court of Common Pleas,
November Term, A.D. 1841.

This case comes into Court by appeal from the docket of a Justice of the Peace, and thereupon Thomas Clark complains of Elisha White, for that whereas the said Elisha White, on the first day of August, 1841, at Union County, Ohio, was indebted to the said Thomas Clark in twenty-three dollars and twelve and one half cents, for the price and value of goods then and there sold and delivered by the plaintiff to the defend=ant at his request:

And in twenty-three dollars and twelve and one half 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 twenty-three dollars and twelve and one half cents, for money then and there lent by the plaintiff to the defendant at his request:

And in twenty-three dollars and twelve and one half cents for money then and there paid by the plaintiff for the use of the defendant, at his request:

And whereas the defendant afterwards, on the tenth day of August, 1841, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request - yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof - to the damage of the plaintiff twenty three dollars and twelve and one half cents; and thereupon he sues, &c.

By Otway Curry,
his Attorney.

Thomas Clark

to

Elisha White

Filed Nov. 2. 1818

James H. Lucas Clerk

An account with Elisha White July 1841

Clark

July the 7th 1841	Elisha White Dr. to me Thomas	
	To Seven Days Mowing at 75 cts pr day	$5.25
	½ day do Stiring hay & Carrying water	37½
July the 8th	do To 1 days Mowing do	75
	4 do putting up hay in the Cock at 75	3.00
July the 9th	To 3½ do at 75	262½
July the 13th	To 3 days work hauling hay do	2.25
July the 14th	To four day work Do at 75	3.00
July the 15th	To 2 days opening the Cocks and Raking	1.50
	2 days do hauling & stacking at 75	1.50
	To the use of wagon & horses 2½ day do do 75	1.87½
	Do To Loging one tree & five put through	1.00 cts
		$23.12½

Ex. Doc. No. 2 page 85

Elisha White
vs
Thomas Clark

Costs	$27.94
Increase	3.11
Writ	.41

bro of six Wit: fees .425

Service - - -	55
Mileage - - -	30
	85

Wm McKinnon
Sheriff

Filed april 13, 1846
John Carroll Clk

$32.42 due March 10th 1846

3 1,46

Received this writ March the 10th 1846
The within described property not forthcoming
Levied April 11th 1846 - on the real Estate with a white
Line Fence - and not sold for want of time -
Wm McKinnon Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods & Chattels of Thomas Clark, to wit, one 2 Horse Waggon

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Elisha White

the sum of

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

~~damages, together with~~ $ 27,94 for costs, with interest thereon from the 8th day of Nov A. D. 1842 until paid, which late in our said Court the said Elisha White recovered against the said Thomas Clark

as of record is manifest. Also, $ 3,11 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 10th day of March A. D. 1846.

John Cassil CLERK.

Rec^d of Thos Clark the following Receipts of Witnesses viz:
D Cornwell in full Claiborne Thurston in full, H. Clairs before J. P.
A. J. Hutchinson do Hiram Lamport do
Jarvis Carter do

Ex Doc Page 85

Elisha White
vs
Thomas Clark

Costs	$ 27.94
Writ	41

Rec^d this writ Sept 22nd 1843. - levied Sept. 26 1843. on 1-2horse Wagon advertised to be sold Oct 11. 1843. Not sold for want of bidders Oct 11. 1843. W. W. Steele Shff

Filed Oct 13 1843 John Crapsil Clerk

Serv	35
Mile	1. 10
Advtg.	25
	1. 70
Pr. fee	1. 00
Total	$ 2.70

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 9th day of Novem A. D., 1842 Elisha White

recovered against Thomas Clark, in two suits at which were both disposed of at the same time,

~~as well the sum of~~

~~and~~ ~~cents, for~~ ~~dollars~~ ~~damages, as~~ the sum of $ 27,94

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said Thomas Clark

you cause to be made the damages and costs aforesaid with interest thereon from the 9th day of November A. D., 1842, until paid. Also, the sum of $ 41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Elisha White

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 22nd day of Sept.

A. D., 1843.

Attest:

John Cassil CLERK.

Ex doc pp vc

Thomas Clark
vs
Elisha White

Costs $27.94
Writ 41

Made Oct 18. 1843
I Carter Receipt $4.75
Cash 5.00
$9.75

Serv .35
Mile .50
Fees 10
.95

Filed Oct 19. 1843
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marrysville on the Eighth day of November A. D., 1842 Thomas Clark

recovered against Elisha White in two suits at which were both disposed of at the same time

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

~~and~~ ~~costs, for~~ ~~damages~~, as the sum of $ 27.94

for his ——— costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said Elisha White

you cause to be made the damages and costs aforesaid with interest thereon from the 8th day of November A. D., 1842, until paid. Also, the sum of $ —.41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Thomas Clark

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

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

Attest: John Cassil CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0045

Union Com. Pleas

Thomas Clark

vs } Transcript

Elisha White

Filed Oct. 13. 1841

James H. Gillette

Cost bill made

(Recorded, Book 4, p. 93.)

i

p

Oct 13, 1841

Thomas Clark
vs
Elisha White
Debt $6.00
Plaintiffs
Cost Summons 12½
Set
Subpoena for 10
five Witnesses 32½
Court 1.30
Witness fees 2.50
~~Judgment 25~~
Swearing five
Witnesses 20
$4.50
Transcript 31¼

State of Ohio Lenior County Liberty Township
Bill of particulars filed Damage claimed
Seventy five Dollars
Summons Issued to George Hemingway Const.
Constable September 29th A D 1841
Returnable October fifth at ten O'clock
A M of said day Also a Subpoena
Issued for James McStrong Zachariah McStrong James Johnson Solomon Cromwell
Cyrus Colver John Raymond & John Ringey
Returnable Same Day Oct 5th A D 1841
Summons Issued for the Defendant to bring the
Article of agreement or agreements with him
on the day of trial Returnable Same Day and
a Subpoena for N Raymond to appear at my
office on the fifth day of Oct ~~A~~ 1841 at ten O'clock
A M of said day - First Summons Returned
~~Served~~ Endorsed October 1st 1841 Served on
the within Named Person by Reading Milage 20cts
Service 10cts George Hemingway Const.
first Subpoena Returned Endorsed September
29th A D 1841 Served on the within Named
Person By Reading John Ringey not found
Solomon Cromwell Claimed his attendance
not paid Milage 70 cts Service 60 cts
Summons for the Article Returned Endorsed
October 1st A D 1841 Served on the within
Person by Reading Milage 20 cts service 10 cts
George Hemingway Const. Second Subpoena
Returned Endorsed Endorsed October 1st A D 1841
Served on the within Named Person By reading
Milage 20 cts Service 10 cts George Hemingway Const.

Carried Over

Brought over Defendant filed his Bill of particulars
October 5th A D 1844 Parties appeared trial had and James
McElroy Zachariah McElroy John Raymond James Johnson Solomon
Cromwell Ezra Cobrer Nathaniel Raymond Israel Carter
Able F Whitelawson and Ranson Clemmons All Sworn and
Examined in behalf of the plaintiff and Hezekiah Davis
and George Hemingway Sworn and Examined in behalf
of the Defendant and said Hemingway Demanded his fees
Which was paid by the Defendant. It is therefore considered
by me that the plaintiff is Entitled to Recover of the Defendant
the Sum of Eighteen Dollars $18:00
and the Defendant to a setoff of $12:00
It is therefore considered by me that the Plaintiff Recover
of the Defendant the sum of Six Dollars and five Dollars
and fifty cents of the Plaintiffs cost and the Plaintiff
pay all the ballance

For the action of Thomas Clark against Elisha White I
Hezekiah Davis Jr do acknowledge my self bail for the appellant
in the Sum of Fifty Dollars to be levied of my goods
Chattles lands & tenements in case the appellant shall
be condemned in the action afforesaid and shall fail
to pay the condemnation money and cost that have ~~and~~
accrued and may accrue in the Court of common
pleas.

Hezekiah Davis Jr

Taken signed and acknowledged this 6th day of October
A D 1844

E W Inskeep J P

The State of Ohio Union County Liberty 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

E W Inskeep J P
of the afforesaid Township

Received of Elisha White twenty five cents for
Recognizance of bail October 10th A D 1841
E W Parkes J P

Filed Nov. 2nd 1844
James H Ewbank

1843

Lane
ville
ion Co
Ohio

Thomas Clark

do To E While

1841. To a want polowing corn and piece $75.00

To neglect of Hauling manure 75.00

To neglect of sowing in proper manner 75.00

To falling to fucfil lease for North East Cornfield 1.400.00

Filed Nov. 2. 1847

James H Leech Clk

1845

Elisha White To Thomas Clark Dr

To	Damage for his beasts tramping corn ground	$30.00
"	Putting straw & trash on barn yard & preventing me from hauling out manure on corn ground	25.00
"	Disappointment in getting hay for my stock by inducing to cut & put it up in bad weather	20.00
		$75.00

Newton Septr. 28th AD 1841

Union Com Pleas

Elisha White

vs } Det

Thos Clark

Served by reading

Aug 17 1842

Wm W Slocum Shff

Serv 25

Mile 60

Filed Aug 18th 1842

James H Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John R Burson Abel F Hutchinson

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

in a certain matter in controversy in our said Court depending: wherein Thos Clark is plaintiff, and said White is defendant.

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

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 17th day of August A. D. 1842.

James H. Gill

CLERK.

Union Com. Pleas

Thomas Clark
v } sub
Elisha White

Served by reading to
John Raymond & by copy
on Nathaniel Raymond
James McElroy & Israel
Carter Aug 16. 1842 &
by Copy on Solomon Crum
Aug 18. 1842 Wm Steele Shff

Lev 62¢
Mile 1.00
Copy 30

Filed Aug. 26. 1842
James H. Greeble

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon ~~Dabaran Lawson~~ John Raymond + Nathaniel Raymond Daniel Carter James McDroy ~~Wm Lipes~~, Solomon Crum

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the second day of next Term, to testify and the truth to speak on behalf of Thomas Clark

in a certain matter in controversy in our said Court depending: wherein said Clark is plaintiff, and Elisha White is defendant.

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

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 15th day of August A. D. 1842

James H. Gill Clerk.

Agreement.

grass, of great value, and intended to cut, mow, and put up the same at such time and in such weather as would best preserve it and render it useful and beneficial for plaintiff's horses and cattle and other stock; yet the de=
=fendant, well knowing the premises, on the several days and times afore=
=said, did falsely, deceitfully and injuriously urge and importune with said plaintiff, by means whereof he induced and persuaded said plaintiff to cut and mow said meadow grass, and put up the same in bad, in=
=clement and hazardous weather, whereby said grass, thus cut and mowed, became and was entirely lost to the plaintiff, and of no use or value whatever, by reason whereof also said plaintiff was prevented from obtaining good, fit and proper hay for his stock aforesaid, and was and is otherwise injured. By means of the committing of which said several grievances by the defendant, the plaintiff hath been and is greatly injured in his property — to his damage seventy-five dollars, and therefore he brings his suit, &c.

By Otway Curry,
his Attorney.

Union Common Pleas.

Thomas Clark
vs.
Elisha White.

Plea in Case.

Filed June 9th 1842
James, H. Lick Clerk

Union County Common Pleas; November Term, A. D. 1841. —

This cause comes into Court by appeal from the judgment of a Justice of the Peace, and thereupon Thomas Clark complains of Elisha White in a plea of the case, for that whereas the said Thomas Clark, before and at the time of the committing of the grievances hereinafter mentioned, had rented of said defendant the north-east corn field of said defendant's home farm in Union County, Ohio, under certain terms and conditions — in which field the plaintiff intended and expected to sow and plant corn, wheat, and other grain, and afterwards reap and enjoy an abundant harvest also great crops thereof, and other advantages gain; yet the defendant, well knowing the premises, and contriving and intending to injure the plaintiff in this behalf, heretofore, to wit, on the first day of March, A. D. 1841, and on divers other days and times between that day and the commencement of this suit, wrongfully and injuriously turned and drove in upon said field, a great number of horses and cattle, to wit, twenty horses and ten cattle, which said horses and cattle trampled upon and trod down in an injurious manner the said field, insomuch that the soil and ground became hard and cloddy by reason of said trampling and treading, and rendered the same, in a great measure, unfit for tilling and cultivation, and greatly preventing and debarring the plaintiff from ploughing, sowing and planting in said field as he otherwise might and would have done; and likewise caused his expected crops to fall very short and light, instead of being large and abundant, as they otherwise would have been.

And the defendant, further contriving and intending as aforesaid, while the plaintiff had then and there rented the premises as aforesaid, and the plaintiff being ~~possessed of~~ they are there entitled to remove from the barn yard of said defendant a large quantity of manure, intended by both the plaintiff and defendant to enrich and benefit said field by hauling and placing the same thereon, to their mutual advantage and profit — yet the defendant, well knowing the premises, on the several days and times aforesaid, entirely covered and overspread said manure, by cutting and placing upon the same a large quantity of straw and divers other things, insomuch that the plaintiff was entirely prevented and hindered from obtaining and hauling said manure for the purpose aforesaid, as he otherwise might and would have done.

And the defendant, further contriving and intending as aforesaid, while the plaintiff was then and there ~~possessed of~~ entitled to cut and mow a certain quantity of meadow

Filed Nov. 2, 1841
James H. Gazette

Liberty Township Feb 25 1841

This is to show that I have hired Elisha White North-east cornfield to plant in corn the ensuing season on the following condition. That is to say —

I am to plough the ground, to furrow it 4 feet a part both ways, to plough it three times, ~~and three~~ furrows in a row each time, to hurck the corn from the hill, and give one half to him in the crib all to be performed in a husband-like manner by the first day of Decr. I hereunto set my hand, also to draw all the manure in the barn yard on to said field, and sow it with wheat in the month Sept. Next. To harvest the wheat and clean the wheat out, & to deliver the same in the yard, and give him half of the wheat

Thomas Clark

Howard Clark

Union Common Pleas.

Thomas Clark

vs.

Elisha White.

Sub. for Witnesses.

Served by reading to John Raymond & by Copy on Nathan'l Raymond Israel Carter & James McElroy Oct 25. 1842 Solomon Crum by reading Oct 27. 1842. Solomon Crum Demanded his fee, but not paid for want of Fund

W W Stule Sheff

Serv —	62½
Mile —	120
Copy —	.20
	2.02

Filed Oct. 27th 1842
John Cassil Clerk P.T.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Raymond, Nathaniel Raymond, Israel Carter, James M'Illroy and Solomon Crum,

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next Term, at 10 o'clock, A. M. to testify and the truth to speak on behalf of Thomas Clark, —

in a certain matter in controversy in our said Court depending: wherein Thomas Clark is _____ plaintiff, and Elisha White is _____ defendant.

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

Witness ~~James H. Gill,~~ John Cassil pro tem, Clerk of said Court at the Court house aforesaid, this 24th day of October, A. D. 1842.

John Cassil, Clerk, pro tem.

Mon Com Pleas

Elisha White
vs } in Case
Thomas Clark

Plea

Filed July 17th 1842
James H. Gill Clk

Elisha White
vs
Thomas Clark } in Case

And the said Elisha comes and defends
of the supposed grievances laid to his charge
&c and says that he is not guilty in manner and form
as the said Thomas hath in the several counts in his
declaration complained against him and of this he
puts himself upon the country and the Plaintiff
doth the like By Philander B. Cole &
William C. Lawrence
his Atty

Civil/Domestic Case File
Case No. 1841-CV-0046

No. 41-CU-46

Union Common Pleas Court.

Wm H Spencer et al
Plaintiff,

AGAINST

Peter Ogrow
Defendant.

APR TERM. 1842

Judgment VS Plaintiff

Recorded &
Indexed,

Journal 3 Page 23

Record No. 3 Page 562

Ex. Doc. Page

Union Com. Pleas

William H. Skinner &
Asa Lapl
vs
Peter Egan

Summons

Served by Certified
Copy Oct 14. 1841
W M Hale Sheff

Service — 35
Mile 5
Copy — 15

Filed Oct 14 1841
James H Gillette

Said Defendant is now due and owing to the plaintiffs
a certain debt for goods sold and delivered by the
plaintiffs to the defendant on the 19th day of January 1841 for
which said sum of Twelve Dollars and Forty Cents bringing
suit thereon demand Judgment for the same with
Interest from the 19 day of January 1841 for
Costs of suit in behalf of Defendant
Chas Leary Atty for Plffs

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Peter Lyon

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 Skinner and Asa Cayl

in a plea of Covenant Damages one hundred & fifty Dollars

And have you then there this writ.

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

James H. Gill CLERK.

William H. Skinner
and Asa Daryl,
vs. } Nar.
Peter Igou.

In Covenant:

Filed Dec. 11. 1841.
James H. Gillette
est bill made

Recorded

State of Ohio } Court of Common pleas:
Union County, ss. } November Term, A. D. 1841.

William H. Skinner and Asa Caryl complain of Peter Igou, in a plea of Covenant, for that whereas the said Peter Igou on the 19th day of January A. D. 1841, at the County of Union aforesaid, by his deed of that date, sealed with his seal and duly executed and delivered, and now to the Court here shown, in Consideration of Six Hundred dollars, bargained, sold, and conveyed to the said William H. Skinner and Asa Caryl, their heirs and assigns a certain tract of land situate in the County of Union & State of Ohio, and in the Virginia Military land district; and bounded and described as follows, viz: Part of Survey No. 4069; Beginning at a hickory, sugartree, and ironwood, the original North West Corner of said Survey; Thence S. 10 degrees E. One hundred and sixty eight poles to a hickory and red oak the corner to a lot sold by S. O. Copeland to E. Mathers; Thence N. 80 degrees E. 39 poles to a stake in the State road leading from Marysville to Milford; Thence with said road N. 39 degrees E. sixty two poles to a stake; Thence N. 10 degrees W. about 125 poles to a beach and elm in the original north line of said survey; Thence S. 79 degrees W. One hundred poles to the beginning containing ninety nine acres of land: To Have and to hold the same to the said William H. Skinner and Asa Caryl, their heirs and assigns forever: And the said Peter Igou did by the same deed covenant to & with the said William H. Skinner and Asa Caryl, their heirs and assigns, that at the time of the ensealing and delivery of the said deed, he the said Peter Igou was lawfully seized of the premises aforesaid. And the said William H. Skinner and Asa Caryl aver that the said Peter Igou, at the time of the ensealing and delivery of said deed, was not lawfully seized of the premises aforesaid,

but on the contrary thereof the said William H. Skinner and Asa Caryl say that at the time of the ensealing and delivery of the said deed, the paramount title and freehold in the said premises was in other persons than the said Peter Igou: — And so the said Peter Igou hath not kept his said covenant, but hath broken the same. To the damage of the said William H. Skinner and Asa Caryl One Hundred and fifty dollars:

And whereas also the said Peter Igou, on the 19th day of January 1841, at the County of Union, afore said, by his other deed of that date, sealed with his seal and duly executed and delivered, and now to the Court here shown, in consideration of six Hundred dollars, bargained sold and conveyed to the said William H. Skinner and Asa Caryl their heirs and assigns a certain other tract of land situate in in the County of Union and State of Ohio, and in the Virginia Military land district, and bounded and described as follows, to wit: part of Survey No 4069, beginning at a hickory, sugar tree, & ironwood, the original North West corner of said survey; Thence S. 10 degrees E. one hundred and fifty eight poles to a hickory and red oak, the corner to a lot sold by D. O. Copeland to E. Mathews; Thence N. 80 degrees E. 39 poles to a stake in the State road leading from Marysville to Milford; Thence with said Road N. 39 degrees E. sixty two poles to a stake; Thence N. 10 degrees W. about 125 poles to a beech and elm in the original north line of said survey; Thence S. 79 degrees W. one hundred poles to the beginning, containing ninety nine acres of land: To Have and to hold the same to the said William H. Skinner and Asa Caryl, their heirs and assigns forever: And the said Peter Igou did by the same other deed covenant to and with the said William H. Skinner and Asa Caryl, their heirs and assigns that at the time of the ensealing and delivery of the said other deed, he the said Peter Igou was lawfully seized of the other premises

aforesaid; And the said William H. Skinner, and Asa Carey aver that the said Peter Igou, at the time of the sealing and delivery of said other deed, was not lawful=ly seized of a certain part of the other premises aforesaid, to wit: Eight acres, three Roods, and eleven poles thereof; but on the contrary thereof the said William H. Skinner & Asa Carey say that at the time of the sealing and delivery of the said other deed the paramount title & freehold ~~in the~~ aforesaid certain part of ~~the said~~ the other premises aforesaid, to wit: Eight acres, three Roods, and Eleven poles thereof, was in other persons than the said Peter Igou; — And so the said Peter Igou hath not kept his said last mentioned covenant, but hath broken the same; to the damage of the said William Skinner and Asa Carey One hundred and fifty Dollars; And thereupon they bring their suit, &c.

By Otway Curry their Atty.

Skinner
Lyon } Sub

Served by reading
Apl 27. 1842
W W Stout Shff

Serv 12
Mile 8

Filed April 27. 1842
Lars H Gill Clerk

Served by reading to John
S Fulton. April 28. 1842

Serv. 12½
Miles. 15
27½

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Reyter B Dunt & John S. Sullivan

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Skinner & Cayl in a certain matter in controversy in our said Court depending: wherein Wm Skinner & Asa Cayl in plaintiff, and Peter Sgouse in defendant.

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

Witness James H. Gill, Clerk of said court at the court house aforesaid, this 27 day of April A. D. 184 2

James H Gill CLERK.

Union Com Pleas

Peter Igow
ads } Plea
Wm H Shriner et al

Filed Apl 23. 1842
Saml H. Geiselbr Clk

Peter Ignon
vs
Wm H Skinner et al

Union Com Pleas
In covenant

And the said Peter comes & defends &c and says that he has not broken the said covenants in the several counts in the said declaration mentioned ~~or any or either of them and of this, he~~ or any or either of them in manner and form as the said plaintiffs have declared against him and of this he puts himself upon the country, and the said William H. Skinner and Asa Carpe do the like. By Tom O'Lawson his Atty

William H. Skinner
and
Asa Darg,
vs.
Peter Igou

Praecipe
for
Summons.

Filed Oct. 14th 1841
James H. Gill Clerk

William H. Skinner and Asa Caryl,
vs.
Peter Igou.

In Covenant: —
Damages One hundred & fifty Dollars:

I give a summons returnable at next Term, Endorse, "Suit brought to recover damages for the breach of a Covenant of Seizin, Contained in a deed of Conveyance, executed by the Defendant to the plaintiffs, on the 19th day of January 1841, for ninety nine acres of land, part of original Virginia Military Survey No. 4069 in Union County, Ohio.

Otway Curry
Atty. for Pltffs.

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

Filed Apl 27 1842
Jas H. Gillett

Sgm
ads } Lib
Shum
Capt

Service by reading to
A G Strong Levi Philp
W B Brown & Geo Potter
Apl 26. 1842
W W Stebbins Shff

Fees 3 72
Mile 5

Served by reading to Joshua
Potter by reading & R L Brown
by reading apl 27. 1842

Peter Sigo

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Leon Phelps, Dana Witter, Silas G. Henry, Joshua Witter, William B. Irwin & Robson L. Brown

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ on the second day of August Term, to testify and the truth to speak on behalf of Peter Igon in a certain matter in controversy in our said Court depending: wherein Ann Shinn & Caryl are plaintiffs, and Saint Igon is defendant.

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

Witness James H. Gill, Clerk of said court at the court house aforesaid, this 26. day of April A. D. 1842

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0047

No. 41-CV-47

Union Common Pleas Court.

Adam Arris
Plaintiff,

AGAINST

George Rupper
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT

$363 32

Journal 3 Page 6

Record No. 3 Page 563

Ex. Doc. 1 Page 265

A. Arris
vs
George Ripper

Precipe

Filed Oct. 14. 1841
Jas H. Gill Clerk

Adam Arris
vs
George Rispper

Court of Com Pleas
for Nov. term 1841.
In assumpsit
Damages $500.00

Issue summons returnable on the first day of next term And Endorse Suit Brot to recover the amount of Defendants five several notes of hand given to ~~Defendant~~ Plaintiff on the 22nd day of September 1832. the first for thirty three dollars. the other four each for fifty dollars. the first note due on the 1st day of January 1836

2d note	on the 1 day of	do	1837
3rd "	on the 1 day of	do	1838
4 "	on the 1 day of	do	1839
5 "	on the 1 day of	do	1840 all drawing

interest from the 1st day of January 1833. and payable to said A. Arris or his Hers or assigns also for goods sold and delivered money had and Recd &c

By D. C. Lawrence atty for pltff

Suit brought to recover the amount of Bry Bonds, Five Mortgages & Note given to plaintiff on the 22nd day of September 1838 the first for Eight Hundred Dollars the other four each for Eight Hundred Dollars the 1st mortgage on the 1st day of January 1836
2d " " " " " " " " 1837
3d " " " " " " " " 1838
4th " " " " " " " " 1839
5th " " " " " " " " 1840 all drawn into
set forth the 1st day of January 1833 and payable to said
A. Avis his heirs & assigns also for goods sold and delivered money had and received &c By W. G. Lawrence atty for Plff

Union Com. Pleas

Adam Avis

vs } Summons

George Ripper

Served by Certified Copy
Oct 15. 1841 W W Slut Shff

Service — 35
Mile — 20
Copy — 15
70

Filed Oct. 19. 1841
James H Gill Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon George Riffe

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

Adam Arris

in a plea of Assumpsit Damages five hundred Dollars

And have you then there this writ.

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

James H. Gill CLERK.

Marion Com Pleas

Adam Arris
vs } Nar
George Ripper

In Assumpsit

Filed Dec. 3rd 1841
James H. Gill Clk

entered

Recorded

State of Ohio } Union Com Pleas } Nov. term 1841.
Mia County ss }

Adam Arris Complains of George Ripper in a Plea of assumpsit for that whereas the said George Ripper on the 22nd day of September 1832 at the County aforesaid Made his five several promissory notes of hand ~~and thereby~~ ~~and by the rest of said five notes~~ in writing and delivered the same to the said Adam Arris and thereby promised to pay the said Adam Arris his heirs or assigns by the first of said notes thirty three dollars on the 1st of January 1836 By the second of said notes fifty dollars on the 1st day of January 1837, By the 3rd of said notes fifty dollars by the 1st of January 1838 By the 4th of said notes fifty dollars on the 1st of January 1839 and by the fifth and last of said notes fifty dollars on the 1st day of January 1840. which said five several Periods have now elapsed A.D with interest on all said notes from the first day of January A.D 1833 and the said George Ripper then and there in Consideration of the premises promised to pay the amount of the said five several notes of hand to the said Adam Arris according to the tenor and effect thereof yet the said defendant has disregarded his promises and hath not paid the said notes or either of them nor any part thereof to the damage of the said Adam Arris five hundred dollars and therefore he Brings Suit &c By W C Lawrence his atty

George Kippers
Notes for $283 –

Gne eg Kiezel Neff
über 183 Flo

Aufl 233
Dm — 1301-32

Against the 1st Day of January 1836 I promise to pay or Cause to be paid to Adam Arris His Heirs or assigns the just and full Sum of Thirtythree Dollars with Lawfull Interest from the First Day of January 1833 Good and Lawfull money of the State of Ohio It being for Value Received of him Given under my hand and Seal this 22d Day of September in the year of our Lord A. 1832 —

In presence of
David Mitchell Sr

$33.00

George Kiggar (Seal)

Against the 1st Day of January 1837 I promise to pay or Cause to be paid to Adam Arris His Heirs or assigns the just and full Sum of Fifty Dollars with Lawfull Interest from the first Day of January 1833 Good and Lawfull money of the State of Ohio It being for Value Received of him Given under my hand and Seal this 22d Day of September in the year of our Lord A. 1832

In presence of
David Mitchell Sr

$50-00

George Kiggar (Seal)

Against the 1st Day of January 1838 I promise to pay or Cause to be paid to Adam Arris his Heirs or assigns the just and full Sum of Fifty Dollars with Lawfull Interest from the first Day of January 1833. Good and Lawfull money of the State of Ohio it Being for Value Received of him Given under my hand and Seal this 22d Day of September in the year of Our Lord A. 1832

In presence of
David Mitchell Sr

$50.00

George Kiggar (Seal)

Against the 1st Day of January 1839. I promis to pay or Cause to be paid to Adam Arris his Heirs or assigns the just and full Sum of Fifty Dollars with Lawfull Interest from the first Day of January 1833 Good and Lawfull money of the State of Ohio It Being for Value Received of him Given under my hand and Seal this 22d Day of September in the year of our Lord A. 1832 —

In presence of
David Mitchell Sr

$50-00

George Kiggar (Seal)

Against the 1st Day of January 1840. I promise to pay or Cause to be paid
to Adam Arris his Heirs or assigns the just and full Sum of Fifty Dollars with Lawful
Interest from the first Day of January 1833 good and Lawfull money of the State
of Ohio & Being for Value Received of him Given under my hand and Seal this 22d —
Day of September in the year of our Lord AD 1832 —

In presence of
Daniel Mitchell Sr

$50.00

Opperly Yingger (Seal)

Ob of a Land Sale & general Arrears & Unlawful assumit
Cas of winning vs. Adam Arris et al

Ex Book No 2 Page 3

Adam Ams

v

George Rippee

Debt	$233.00
Damages	130.32
costs	8.89
exit	.41

Rec'd this writ July 22 1842. Levied July 25 1842 on about 2 acres of growing corn & the hay of 2 acres of ground advertised for sale Aug 27 1842. Sold the hay for two dollars. Corn not sold for want of bidders

W M Steele Shff

Serv	35
Mile	20
Advt	1.25
Pred	04
	1.84

Filed Aug 27 1842
Jas W Gillespie Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Adam Ams

recovered against George Ripper

as well the sum of $233.00 Dollars and one hundred and thirty dollars and thirty two cents, for his damages, as the sum of $8.57 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said George Ripper

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April A. D., 1842. until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Adam Ams

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 23rd day of July A. D., 1842

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0048

No. 41-CU-48

Union Common Pleas Court.

Jacob Parthemore
Plaintiff,

AGAINST

George Moodie
Defendant.

NOV TERM. 1841

Judgment Defendt,

Journal 2 Page 333

Record No. 3 Page 527

Ex. Doc. Page

Union Com. Pleas

Jacob Pallimer

vs } Transcript

Moses Mitchell and

George Moodie

Filed Oct. 17, 1841

James W Lieb Clk

Jacob Northemore Plaint

vs

Moses Mitchell Jr. & George Morley Deft Bail

Aug. 1st 1841		Suit brought one note of hand given to Jacob Northemore administrator of the estate of John Northemore
Judgement	12½	dec for forty one dollars & eighty nine cents due the 26th of July
Execution	25	1841 Signed Moses Mitchell Jr & George Morley bail in suit
Transcript	31½	now is ten cents total forty one dollars ninety nine cents
	67	the Defts waives process and confes the above to be just therefore judgement rendered against them
		for forty one dollars & ninety nine cents and costs of suit
Sept 4 1841		execution is rec for 42. 11 cents relet & 47½ cents cost given to
		E Topliff Crft Dep'd execution return no property found
		whereon to levy and make money paid of the money
		but I believe that Morley has bond E Topliff Crft
		I do certify by the above to be a true copy of the proceed
		ings had before me in the above suit case
		Given under my hand this 18th day of Oct 1841
		J S Cravin J P

Union Com. Pleas

Jacob Parkinson

vs } Sam Fac.

George Moodie

Served by certified Copy
Oct 19. 1841.
W W Steele Sheff

Serv	35
Mile	40
Copy	25
	1.00

Filed Oct 20. 1841
James M. Gillespie

cost bill made

Recorded

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Jacob Parthemore Admr. of John Parthemore dec'd recovered a Judgment before John S. Irwin Esqr. one of the Justices of the peace within and for the said County of Union for the sum of Forty one Dollars and ninety nine cents Debt and costs of Suit against Moses Mitchell and George Moodie on the 14th day of August A.D. 1861 upon which said Judgment an Execution was issued by the said John S. Irwin and returned no goods found thereon to levy, and it having been suggested to the said John S. Irwin that the said Moodie has lands and tenements as appears by a transcript of the said Judgment and proceedings filed in our said Court of Common Pleas within and for the said County of Union. You are therefore commanded that you make known to the said George Moodie to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said Court shall then and there consider of him in this behalf: and have you then there this writ

Witness James N Gill Clerk of said Court at the Court House in Marysville this 19th day of Oct 1861

James N Gill Clk

Civil/Domestic Case File

Case No. 1841-CV-0049

Civil/Domestic Case

1841-CV-0049

located with

Supreme Court Case

1842-SC-0019

Civil/Domestic Case File

Case No. 1841-CV-0050

No. 41-CV-50

Union Common Pleas Court

Wm. N. Worde
Plaintiff,

against

James McIlroy
Defendant.

SEP 1841

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

Union Common Pleas

William W. Woods

vs } pracipe

James McKing

Filed Oct. 26. 1841

James H. Gill Clerk

William W. Woods
vs
James McAfee

Union Com Pleas for Nov. Term 1841
In Replevin Damages $100.00

Issue a writ of Replevin for the following goods and chattels to wit one sorrel horse of the value of ninety dollars

To the Clerk of Union Com Pleas
Oct 26th 1841

W. McC. Lawrence

The above named William W. Woods makes oath and says that he has good right to the possession of the goods and chattels discribed in the above precipe and that the same are wrongfully detained by the said James McAfee and that the said goods and chattels were not taken in execution on any judgment against the said plaintiff, nor for the payment of any tax fine or amercement assessed against the said plaintiff, nor by virtue of any writ of replevin or any other mesne or final process whatsoever issued against the said plaintiff

Sworn to and subscribed before me
Oct 26th 1841

Alexander Pollock
Mayor of the Town of Maysville

Union Com. Pleas

Wm W. Woods

vs } writ of Replevin

James McElroy

Served by searching for the property but neither the horse nor defendant James McElroy could be found Oct 30. 1841

W W Stule Shff

Service 35
Mile — 50
85

Filed Nov. 2. 1841

James H Ewebelle

The State of Ohio Union County ss

To the Sheriff of said County Greting

We command you that without delay you cause to be replevied unto Wm W. Woods the goods and chattels following to wit one Sorrel horse of the value of ninety dollars, which James McElroy wrongfully detains from the said W. W. Woods as is said and also that you summon the said James McElroy to appear at the next Term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said William W. Woods for the unlawful detention of the goods and chattels aforesaid Damages $100.00 and have you then there this writ

Witness James H. Gill Clerk of said Court this 26th day of Oct. 1841

James H. Gill Clerk

Union Com. Pleas

Wm W Woods

v

James McCluey

Filed Dec. 30. 1841
James H. Gill Clerk

Fees costs $1.00
Rec'd Jany 1. 1842 of State $1.00
in full Jas. H. Gill Clk

Wm W Woods
vs
James McIlroy

Union Common Pleas for Term 1842
Replevin damages $100.00

Issue a writ of Replevin for the following goods and Chattles towit one Sorrel horse of the value of Ninety dollars
To the Clerk of Union Comn Pleas
Decr 30th AD 1841.

The above named Wm W Woods makes oath and says that he has good right to the possession of the goods and Chattles described in the above precipie, and that the same are wrongfully detained by the said James McIlroy and that the said goods and Chattles were not taken in Execution on any judgement against the said Plantiff nor for the payment of any tax fine or amount assessed against the said plantiff nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said Plaintiff

W. W. Woods

Sworn to and subscribed
before me this Decr 30th 1841.

A. Pollock Mayor of Marysville

Civil/Domestic Case File

Case No. 1841-CV-0051

No. 41-cv-51

Union Common Pleas Court.

Abram Rose
Plaintiff,

AGAINST

John D Irwin
Defendant.

NOV TERM, 1842

JUDGMENT VS DEFENDANT
for - $36 59

Recorded &
Indexed,

Journal 3 Page 75

Record No. 4 Page 95-
573

Ex. Doc. 1 Page 297

Abz[illegible] Rose
vs } Bainscript

John D. Irwin

Filed Nov. 2nd 1841
James H. Gill Clerk

(Recorded, Book 4,
page 95.)

Costs paid Oct. 1, 1842.
J. Carl,
Clerk p. t.

Cost Bill [illegible]

State of Ohio Union County SS

Absam Rose vs John D. Irwin

Suit Brought on Account for $30.50

summons	12½
satisfaction	10
subpoena	12½
continuance	10
Affidavit	25
continuance	10
do	10
do	10
subpoen	12½
swoning wit	8
Judg	25
Bail	25
Bonscript	3 1¼
	2 01 ¾

July 22 th 1841 Summons issued Returnable on the 3 th Day of Aug 1841 which was returned by John Hurley court endorse Served by reading fee 0.15

Aug 3 th 1841 Parties appeared Plantiff filed his bill of particulars Deff filed a bill of offset Subpoenas for Jacob Catrow which was return by John Hurley court endorse served by reading fee 0.15 Deff asked a continuance which was granted untill the 23 th Day of Aug Inst at 2 th oclock P M

Aug 23 th 1841 Plantiff appeared by attorney Deff appeared and asked a further continuance which was granted upon the affidavit of Deff untill the 4 th Day of Sept next at 2 th oclock P M

Sept 4 th 1841 this Day the Parties appeared and by anagreement the cause was continued untill the untill the 18 th Inst at 2 th oclock P M

Sept 18 th 1841 Parties appeared and agreed to continue the cause untill the 2 th Day of Oct 1841 at 2 th oclock P M

Oct 2 th 1841 Subpoena issued for Jacob B Catrow and handed to John Hurley court which was returned forth with indorse served by reading fee 0.15

Parties appeared Trial had Samuel Rogers
Jacob Tatrow sworn and examined on the
Part of the Plaintiff after hearing the evidence
it is considered by me that the Plaintiff Recover
of Defendant a Judgment for the sum of thirty
dollars fifty cents and costs of suit
Execution issued oct 2th 1841 which was
recalled by the Deff entering Bail

In the suit of Abram Rose against
John. D. Irwin I Wm. T. Mallin do
acknowledge my self Bail for Deff for
an appeal in the sum of seventy five dollars
to be levied on my goods and chattles lands
and tenements if in case the said John. D.
Irwin fail to pay the debt and costs and costs
that may accrue in the court of common
pleas
Wm. T. Mallin
Taken signed and acknowledged this 6th day of
oct 1841
James Lewis JP

I certify the above to be a correct
transcript from my docket Nov 2th 1841
James Lewis JP

Justices cost $2.01¾ Received of J. Capil in full J Lewis JP
Court 45
Plff
witnesses 2
J. B Tatrow 1.50
S. Rogers 50
4.46
2.15
6.61

the year one thousand eight hundred & forty one at the County aforesaid was indebted to the said Abram Rose in the further sum of forty dollars for money found to be due from the Defendant to the plaintiff on an account then & there stated between them

And whereas the Deft afterwards on the first day of June 1841 in consideration of the premises & then & there promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises & though thereunto on request hath not paid the said several sums of money nor either of them nor any part thereof. to the damage of the plaintiff fifty dollars & therefore he sues &c

By P B Cooke his atty

Illinois Com. Pleas

Abram Rose
vs
John D Pearson

Filed Nov. 15. 1841
Samuel H. Lockwood clerk

By P B Cooke his atty

State of Ohio } Court of Common Pleas
Union County } November Term A.D. 1841

This Cause comes into Court by way of Appeal from the Docket of James Irwin J.P. and therefore Abram Rose Complains of John D. Irwin in a plea of assumpsit for that whereas the said John D. Irwin on the first day of May in the Year One thousand Eight hundred & forty one at the County of Union aforesaid ~~was~~ for Consideration that the said Abram Rose at the request of the said John D. had before that time found provided & supplied ~~the~~ said John D. with boarding & lodging. & had also found provided & supplied horse feed stabling & attendance for divers horses mares & geldings of the said John D. he the said John D promised to pay him on demand so much money as he reasonably deserved to have therefor, & the said Abram Rose avers that he reasonably deserves to have therefor the sum of forty dollars yet the said John D. hath disregarded his promise. though often requested hath not paid the said sum of money nor any part thereof,

- And also for that whereas the said John D Irwin on the 1st day of May A.D. 1841 at the County of Union aforesaid was indebted to the said Abram Rose in the sum of forty dollars for the price & value of work then & there done & materials provided for the same by the plaintiff for the Defendant at his request

And also for that whereas the John D Irwin on the said first day of May in

John D Irwin

ads

Abram Rose

Plea

Filed Apl 18. 1842

James H Gillett

Hall for Deft

John D Morris
vs
Abram Rose

In Union Common Pleas
Do. Nov Term 1861.

And the said John D Morris comes and defends the wrong & injury when &c and says that he did not assume and promise in manner and form as the said Abram Rose hath above thereof complained against him and of this he puts himself upon the country and the said Abram doth the like.

By A Hall his atty

The plaintiff will also take notice that the defendant on trial of this cause will give in evidence and insist that the plaintiff at the commencement of this suit was and still is indebted to the ~~plaintiff~~ defendant in the sum of forty dollars evidenced by notes hand executed by Plff & legally negotiated to the deft. and also for the sum of forty dollars ~~dollars~~ for the price & value of goods before that time sold & delivered by the deft to Plff on request and also for forty dollars before that time lent by deft to Plff at his request. And that the deft will set off on said trial so much of said several sums of money so due and owing as aforesaid - against any demand of the said plaintiff to be proven on said trial as will be sufficient to satisfy & discharge said demand. And will also claim & then demand a judgment against the said plaintiff for the ballance of said several sums of money due to said deft according to the statute provided in such case

A Hall atty

& By the amount of Devers & sundry other
Notes. amounting ~~in all~~ to $30.00
& that Deft on trial of this Cause will cost
In Dgt Therefor

Filed Nov. 2. 1841
James M. Liddell

John D Irwin
ads
Abraham Rose

The Deft for Plea says
that he does not give
as is charged in the Bill
the Plff credit but that the
Plff is indebted to him. By Note
to the following Amount.

One Note	Calling for		10.00
		Int	2.00
"	"	Calling "	5 00
		Int "	2.62
"	"	Calling "	7.50
		Int	2 88
"	"	Calling "	15.30
		Int	4.63

~~The Deft will bring the Int into~~

44

Johns & Erwin
Account $30.50

Unsafed
Fee $1.03

Filed Nov. 2nd 1841
James H. Gillette

John D. Irwin To Rose Dr

1839			
Apr. 13th	To keeping Self & 2 horses 2 days	—	$2.25
21st "	keeping Self & 2 horses 2 days	—	2.25
28th "	keeping Self & 2 horses 3 days	—	3.37½
May 3rd "	keeping Self & 2 horses 1 day	—	1.12½
4th "	keeping — 1 — horse 1½ days	—	50
10th "	keeping — 1 — horse 2 days	—	75
12th "	keeping Self & 2 horses 3 days	—	3.37½
19th "	keeping Self & 2 horses 3 days	—	3.37½
26th "	keeping Self & 2 horses 3 days	—	3.37½
June 1st "	keeping Self & 2 horses 2 days	—	2.25
8th "	keeping Self & 2 horses 2 days	—	2.25
15th "	keeping Self & 2 horses 2 days	—	2.25
22th "	keeping Self & 2 horses 2 days	—	2.25
28th "	keeping Self & 2 horses 1 day	—	1.12½
			$30.50

Nov 15th 1842 Received of John Cassil
Clerk Court Common Pleas one dollar
my fee for witness ~~in the~~ before the
justice in the case of Abram Rase vs
John D. Irwin J B Cattron

$$\begin{array}{r} 25 \\ 52 \\ \hline 77 \end{array}$$

$$\begin{array}{r} 17 \\ 52 \\ 16 \\ 32 \\ \hline 117 \end{array}$$

Served by reading
Nov 8. 1842
W W Steele Shff

Fees 12
Mile 5

Filed Nov. 8, 1842.
John Cassil,
Clk. pro.

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Jacob Katroe

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

John Carl ~~William Lane H. Gill~~, Clerk ~~of our said Court, at~~ pro tem

the Court-house aforesaid, this 8th *day of*

Nov *A. D.* 1842

John Carl *Clerk,* pro t.

Union Common Pleas.

Abram Rose
v.
John D. Irwin.

Sub. for Witness.

Not found Oct 27. 1842.
W W Steele Sheff

Sew 12
Mile 40
52

Filed Oct 27th 1842
John Capillect
P. T.

133 17
16 16
149 69
40 80

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Isaac M'Alister

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next Term, at 10 o'clock A. M. to testify and the truth to speak on behalf of Abram Rose,

in a certain matter in controversy in our said Court depending: wherein Abram Rose is plaintiff, and John D. Irwin is defendant.

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

Witness ~~James H. Gill~~ John Cassil, pro tem, Clerk of said Court at the Court house aforesaid, this 24th day of October, A. D. 1842.

John Cassil, Clerk, pro tem.

2 - 298

Union Common Pleas

Abram Rose
vs
John Dunn

Damage $36.59
Costs 17.74½
Interest 4.28
Writ .41

Fees Nov. 20th 1848
James Kinkead Clerk

Z. Ferr. Jun 1849

Recorded

P. B. Slade

Received this writ September 6, 1849. I duly advertised the within described property for sale by publication in the Marysville Tribune for at least 10 days previous to the day of sale. I afterwards to wit on the 19th day of November A.D. 1849. (it being the day I advertised the same to be sold) between the hours of 10. O.clock A.M. and 4. O.clock P.M. offered the same for sale. and not sold for want of bidders. the property levied upon being in my opinion insufficient to satisfy the judgment. I therefore Levied November 19th 1849 upon the following described real estate. to wit: Begining at the N.W. corner of Lot No. 129 thence S. 8 Rods to a Stake thence E. two Rods to a Stake thence N. 8 rods to a Stake thence west two rods to the begining the same being part of In lots No. 129 and No. 136 in the Town of Marysville, Ohio. not appraised or advertised for want of time. there being no goods or Chattles found whereon to levy.

Fees mileage .05
advertising .25
Pr fee 1.00
levy .35
service .35

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 John Irwin, Dec'd. The Frame School House that stands on In lot No. 130. in the town of Marysville and John S Irwins interest in said Lot No 130.

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 Abram Rose

the sum of Thirty Six dollars and fifty nine cents for his for damages, together with $17.74½ for his costs, with interest thereon from the 9th day of November A.D. 1842 until paid, which late in our said Court the said Abram Rose recovered against the said John S. Irwin as of record is manifest. Also, $4.28 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 Abram Rose

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

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 31st day of August A.D. 1849

James Kinkade Jr Clerk

Ex. Doc. No. 2 page 36

Abraham Rose
vs
John D. Irwin

Damages	$ 36,59
Costs	17 74½
Increase	81
Writ	41
Service	$0-35
Milege	5
	40

Filed Oct 17 1845
Jos Cassel Clk

Received This writ Oct 9th A.D. 1845
No Property found whereon to levy
Neither real nor personal
Thos M. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 8th day of November A. D. 1842.

Abraham Rose

recovered against John D. Irwin

as well as the sum of thirty six dollars and fifty nine cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 17,74½ for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, as we have heretofore commanded you that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John D. Irwin

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the ninth day of November A. D. 1842, until paid: also the sum of $ 00,81 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 Abraham Rose

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this ninth day of October A. D. 1845.

John Cassil, Clerk

Ex Docket No. 2 Page 36

Abraham Rose
vs
John D. Irwin

Damages $ 36.59
Rose's cost 9 01½
Irwin's cost 8 73½
Writ — 41

Recd this writ Decr. 7. 1842
No property found to levy
on Except property levied on
& not sufficient to pay prior
Judgements, March 8th
1843. W W Steele Sheff

Levy 35
Mile 5
.40

Filed March 8th 1843
John Cayce Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the eighth day of November A. D., 1842 Abraham Rose

recovered against John D. Irwin

as well the sum of thirty six dollars and fifty nine cents, for his damages, as the sum of $ 9 01½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John D. Irwin

you cause to be made the damages and cost aforesaid with interest thereon from the eighth day of November A. D., 1842. until paid. ~~Also, the sum of $~~ ~~the costs of increase on said judgement,~~ and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Abraham Rose and said Irwin, Cost $ 8,73½

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

WITNESS ~~JAMES H. GILL~~ John Capil, Clerk of said Court, at the Court-House aforesaid, this seventh day of December A. D., 1842

Attest:

John Capil CLERK.

Ex docket 297

Abram Ross
vs
John D. Irwin

Damages $36.59
Costs 17.74½
Interest 1.62
Writ .41

Caused for the benefit of Lewis County in Ogle circuit

Filed May 30. 1849
Saml. Hitchcock clerk

Recorded

Received this writ November 11th 1848
November 13th 1848 By virtue of this writ I levied on the Frame School House that Stands on In Lot No 130 in the town of Marysville, and John D. Irwins interest in said Lot No 130, taken as the Property of said John D. Irwin advertised said property for sale by publication in the Argus a newspaper published and in general circulation in Union County for ten days previous to the day of sale. in pursuance of said notice I afterward. to wit. on the 24th day of May between the legal hours offered said property for sale not sold for want of bidders

Fees = mileage 5
service 35
levy 35
advertising 25
Pr fee 1.25
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 Eighth day of November A.D., 1842 Abram Rose recovered against John D. Irwin as well as the sum of Thirty Six dollars and Fifty nine cents for his ~~debt as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ damages, as also the sum of $17.74½ 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 D. Irwin you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the Ninth day of November A.D., 1842, until paid; also the sum of $1.62 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 Abram Rose

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 11th day of November A.D., 1848.

James Kinkade Jr Clerk.

E. D. 573

Abram Rose
vs
John D Snow

Damages $36,59
costs 17,74
Increscent 7,10
this writ 73

Filed March
22 - 1853
James Lee Clerk

Received Feb 23 1853

A D

Received this writ November 25 1852
Advertised the within personal property for sale in the Marysville Journal a news paper published and in general circulation in union County Ohio and not offered for sale by order of Plaintiff Attorney = had the within described Real Estate appraised by the oaths of Sat Cassil M H Wadkins and Bill nelson on the 5th day of February A D 1853 at four hundred ~~at forty~~ and fifty two dollars and delivered to the Clerk of the Court from which this writ issued a certified copy of the appraisement Advertised said Real Estate in the Marysville Journal a news Paper published and in general circulation in union County Ohio for at least thirty days previous to the day of sale afterwards to wit on the 21st day of March ~~A D~~ 1853 it being the day i Advertised said real Estate to be sold between the Legal hours offered the same at the door of the Court house in said County once not sold for want of bidders

Received ~~March~~ May 23 1853 $10.00
Paid Plaintiff Att $8.00
Returned $2.00 on my fees

March 22d 1853

Fees Mileage	5
Levy	35
Inquest	100
Appraisers	150
Return	25
Advertising	25
Copy of Appraisement	35
Printers fee	4 50
Poundage	20
	8.40

William C Martin 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 & Goods & Chattles of John D Irwin to wit, the frame School house that stanes on In lot No 130. in the Town of Marysville, and John D Irwins Interest in said Lot No 130 and the fallowing real Estate to wit begining at the N. W. comer of lot No 129, thence S 8 Rods to a stake, thence E two rods to a stake, thence N 8 Rods to a stake, thence west two rods to the begining, the same being part of In lots No 129 and No 136 in the Town of Marysville Ohio

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Abram Rose the sum of Thirty six dollars and fifty nine cents for his ~~for~~ damages, together with $ 17. 74 for his costs, with interest thereon from the 9th day of November A. D. 1842 until paid, which late in our said Court the said Abram Rose recovered against the said John D Irwin

as of record is manifest. Also, $ 7. 10 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 good 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 Abram Rose

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

Witness, JAMES ~~KINKADE Jr.~~ Lowner, Clerk of said Court at the Court House in Marysville, this 25th day of November A. D. 1852

James Lowner Clerk.

573

Abram Rose
vs
John D Irwin

Damage $36.59
Costs 17.74½
Increas costs 6.69
Writ .41

Filed April 23. 1850
James Kirkpatrick clerk

To Spr. T. 1850

Recorded

P Bleto

Received this writ March 1. 1850
Returned by order of P. B. Cole atty for Plaintiff
without service

Philip Swinea 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~~ and Goods & Chattels of John D. Irwin Tenant begining at the N. W. Corner of lot No 129. thence S 8. rods to a stake thence E. two rods to a stake: thence N. 8 rods. to a stake: thence west two rods to the begining: the same being part of In Lots. No 129. and No 136. in the town of Marysville Ohio. also the Frame School House that stands on In lot No 130 in the town of Marysville. and John D Irwin's interest in said Lot No 130

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 Abram Rose

the sum of Thirty Six dollars and Fifty nine cents for ~~for~~ his damages, together with $17.74½ for his costs, with interest thereon from the 9th day of November A.D. 1842 until paid, which late in our said Court the said Abram Rose

recovered against the said John D. Irwin

as of record is manifest. Also, $6.69 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 Abram Rose

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

Witness, ~~JOHN CASSIL~~ James Kirkpatrick, Clerk of said Court at the Court House in Marysville, this 1st day of March A.D. 1850

James Kirkpatrick Clerk.

Abram Rose } In union Common Pleas
vs } judgement
John D. Quinn }

Issue an Execution Fi. Fa. in this case
Dec. 7th 1842

P. B. Cole Pltffs Atty

Praecipe for Witnesses

Filed Oct. 3rd 1845
John Cafore
Clerk

Abram Rose } Judgement Nov Term 1842
vs
John D Grim } Lucas Com Pleas

Issue an execution that the debt
and Costs may be made in this case
Oct 3d 1845 P B Beale Atty for Pltff
To John Castel Clerk

Filed Nov 11. 1848
James Winthrop Jr Clerk

Abram Rose
vs
John D Green

Issue an execution in this case for the benefit of the surety in appeal
Nov 10 1848

To J Kirkpatrick Jr Clerk

P. B. Cole
his Atty

Civil/Domestic Case File

Case No. 1841-CV-0052

No. 41-CV-52

Union Common Pleas Court.

McDowan & Herriott
Plaintiff,

AGAINST

Samuel Wheeler.
Defendant.

NOV 1841

Judg vs Defendt.

Journal 2 Page 348

Record No. 3 Page 513

Ex. Doc. Page

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Samuel Wheler

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 Robert McIlvaine and James E. Hamitt late partners under the name and firm of McIlvaine & Hamitt

in a plea of Assumpsit Damages one hundred and fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 2nd day of Nov. A. D. 1841

James H. Gill CLERK.

Union Com. Pleas

McClaine & Harriott

vs Summons

Samuel Wheeler

Served by Certified Copy
Nov 2 1841
W W Steele Shff

Serv — 35
Mile — 40
Copy — 15
90

Filed Nov. 2. 1841
Jas. M. Fee Clk

Suit for debt on a bill of exchange for the sum of two hundred and twenty dollars & fifty cents dated May 11th 1840 also for goods sold & delivered money had & received &c Copy & Copy for

McC & H

Issued Sept 7th
1847
John Capoe
Clk

James E Harriott
vs
Samuel Wheeler

Judgement in the Union Com Pleas November term 1841

issue alias Execution that the Judgement and costs may be made in this case ~~to the Sheriff of~~ this county

Clerk com Pleas James E Harriott

M'Elwain & Harriott
vs.
Saml. Wheeler.

Precipe for Ex=
=ecution.

Filed Sept. 15, 1842.
John Cassil,
Clerk pro tem

Mc Ilvain & Harriott

v

David Fields.

Same

Samuel Wheeler

In Union Common Pleas

The Clerk of Union Common Pleas will issue Fi fa. to Sheriff of Union

To John Cajnt

James E Harriott for
Mc Ilvain & Harriott

Union Com. Pleas

M Stoane & Hamilton

vs

Saml. Whulie

Filed Nov. 2. 1841

James N. Gillett

Robert McIlvain &
James E. Harriott,
late partners under the
name and firm of
McIlvain & Harriott
vs.
Samuel Wheeler

In Assumpsit, damages $150.00

Issue a summons, returnable at next term. Endorse, "Suit brot on ~~[illegible]~~ bill given by defendant to plaintiffs for One hundred and ten dollars and four cents; dated May 11th 1840; also for goods sold & delivered; Money had & received into &c."

To Samuel H. Gill Esq
Clerk of the Court of Common Pleas.

Otway Mann,
Atty for plffs.

Ad Sworn & Hamilton vs. Saml. Wheeler } Ans'd

Filed Nov 3. 1844
Chas W. Gibbs

Marion Com. Pleas November Term 1841.

Samuel Wheeler
vs.
Robert McGlvain & James E. Harriott } Assumpsit &c.

And the said Samuel Wheeler now at this time in his proper person comes into Court and says that he admits that he owes the plaintiffs the sum of One hundred and Seventy eight dollars & fifty nine cents in manner and form as the plaintiffs in their declaration above thereof have complain against; and now prays the Court to enter judgment against him in favor of the said plaintiffs for the same without further delay; and he releases all errors in such judgment.

Samuel Wheeler

November 3d 1841.

McIlvain & Hamilt vs Saml. Wheeler. } Mass.

Filed Nov 3. 1841
Chas H. Gill Clk

cost bill made

Recorded

State of Ohio }
Union County } ss.

Union Common Pleas
November Term A.D. 1841.

Robert McIlvain and James E. Harriott, late partners under the name and firm of McIlvain and Harriott Complain of Samuel Wheeler in a plea of assumpsit, for that whereas the said Samuel Wheeler on the 11th day of May 1840 at the County of Union aforesaid, made his promissory note in writing and delivered the same to the pltffs and thereby promised to pay to pltffs or order the sum of One hundred and ten Dollars and four Cents, on the day of the date thereof, which period has now elapsed; and the said Defendant then and there in Consideration of the premises promised to pay the amount of the said Note to the said plaintiffs according to the tenor and effect thereof

And also for that whereas the said Samuel Wheeler at the said County, on the 1st day of August 1841 made his due bill in writing and delivered the same to the said plaintiffs and thereby promised to pay to the said plaintiffs the sum of fifty eight dollars and seventy eight Cents ninty days from the date thereof which period has now elapsed and the said Deft. then and there in Consideration of the premises promised to pay the amount of said due bill to said pltffs according to the tenor and effect thereof; yet the said Samuel Wheeler hath disregarded his said promises and hath not paid to the pltffs the said sums of money nor any part thereof. to the damage of the said plaintiffs One hundred and Seventy eight dollars and fifty nine Cents; & thereupon they sues.

By Otway Curry
Their Atty.

Robert M'Elvain & James B. Harriott, late partners, &c.

vs.

Samuel Wheeler.

Damages, — 178.59
Costs, — 8.91
This writ, — 0.41

Recd this writ Sept 15 1842. Returned by order of Plaintiffs Sept. 19. 1842

W W Steele Shff

Serv 35
Mile 40
4.75

Filed Sept. 20, 1842.

John Cassil,
Clerk protem.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D., 1841,

Robert M'Ilvain and James E. Harriott, late partners under the firm of M'Ilvain & Harriott,

recovered against Samuel Wheeler

as well the sum of one hundred and seventy eight dollars and fifty nine cents, for their damages, as the sum of $ 8. 91 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

Samuel Wheeler

you cause to be made the damages and cost aforesaid with interest thereon from the fifth day of November A. D., 1841, until paid. Also, the sum of $ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Robert M'Ilvain and James E. Harriott, partners as aforesaid.

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

WITNESS ~~JAMES H. GILL~~ John Cassil pro tem., Clerk of said Court, at the Court-House aforesaid, this 15th day of September, A. D., 1842.

Attest: John Cassil CLERK, pro tem.

Received this writ April 25. 1849. Levied May 26. 1849 upon one Bay horse 12 years old & one Roan horse 6 years old in conjunction with another execution in favor of William Hall took bond for redelivery. not advertised for want of time.

Fees - mileage 5
service 35
Levy 35
Bond 50

Philip Snider Sheriff

(401)

In Union Com. Pleas

McStrain & Harris
vs
Samuel Wheeler

Costs $29.08
Interest 8.74
Writ .41

Filed May 29. 1849
Jno. Buchanan Clerk

Recorded
Recorded

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Assumpsit lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein Robert McElvain & James E Harriott partners under the firm of McElvain & Harriott, was plaintiff, and Samuel Wheeler was defendant; the costs (original and increase) of the said Samuel Wheeler are taxed at Twenty Nine dollars Eight — cents, and interest up to this date Eight — dollars Seventy four cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said Samuel Wheeler in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, ~~JOHN CASSIL~~ James Winkade Jr, Clerk of said Court at the Court House in Marysville, this 25th day of April A.D., 1849.

James Winkade Jr CLERK.

Received this writ July 11th 1845
Advertised the within described property
for sale on the 15th day of August A.D. 1845
advertised in the Argus & Kaskaskia Republican in the
County of Union — Execution returned without actu-
ally being sale by lack of Plaintiff —

Ex. Doc No. 2 pap 11

McClain & Harriott
vs
Samuel Wheeler

Damages	$178.59
Costs	8.91
Increase	8.34
Writ	.41

Service	$0.35
Mileage	.5
advertising	.25
	$0,65
Pers fee	2.00
	$2,65

Wm M Robinson
Sheriff

Filed Aug 18. 1845
John Cassil Clk

advertised entered

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those goods & chattels of Samuel Wheeler, to wit; three Horses, one two horse Waggon, five Cows, twelve head of sheep twelve head of Hogs & eight head of two year old ~~steers~~ Cattle

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 Robert M'Elvain & James C. Harriott late Partners in trade under the firm of M'Elvain & Harriott the sum of One Hundred & seventy eight dollars and fifty nine cents, for Their damages, together with $ 8,91 for ~~their~~ costs, with interest thereon from the 3rd day of Nov. A. D. 1841 until paid, which late in our said Court the said Plfts recovered against the said Samuel Wheeler as of record is manifest. Also, $ 8,34 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 Plfts.

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 11 day of July A. D. 1845.

John Cassil CLERK.

Ex. Doc. No. 2 page 11

M'Ilvain & Harriott
vs
Saml Wheeler

Damages	$178,59
Cost	8,91
Mensr	5,69
Wit	35

Fees

Service	$0 35
Milege	40
Advertising	25
Bond for property	50
	$1,50
printers fee	100
	$2,50

Filed May 17th 1845
John Cassil, clerk

Received this writ 10 Oct 9th 1845
advertised the within described property for sale on the 14th day of May ct 1845 at Sachels M'Ill - advertised in the states & Tribune general circulation in the County — May 14th ct 1845
Offered the within described property for sale at the farm of the defendants but sold for want of bidders — offered by J. D. Evans Dep Sheriff
Tho M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those goods & Chattels of Samuel Wheeler, to wit; three horses, 1 two horse Waggon, five Cows, 12 sheep, 12 head of hogs, & eight head of two year old Cattle,

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 Robert M'Ilwain & James C. Harriott, late partners in trade the sum of One hundred & seventy eight dollars and fifty nine cents, for their damages, together with $ 8,91 for their costs, with interest thereon from the fifth day of November A. D. 1841 until paid, which late in our said Court the said plaintiffs recovered against the said Samuel Wheeler as of record is manifest. Also, $ 5,69 increase of costs, and the accruing costs. And if in your opinion the ~~property~~ in your hands not sold ~~will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment~~. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 9th day of Dec A. D. 1841.

John Cassil CLERK.

Ex. Doc. No. 2 page 11

M'Elvain and Harriett

vs

Samuel Wheeler

Damages	$178.59
Costs	8.91
Writ	41

Recd this writ

Levied upon 3 horses 1 chase wagon, 5 Cows, 12 Sheep - 12 head of hogs & 8 head 2 year old Cattle March 15. 1844 offered the same on the 1st day of April 1844, having previously advertised the same according to law. No sale for want of Bidders —

W. W. Steele Sheff

Serv	35
Mile	80
Adv	25
Bond	50
	1.90
Fees	1.00
	2.90

Filed April 1st 1844

John Cafsil Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the Third day of November A. D. 1841 Robert McIlvain and James E Harriott, late Partners under the name of McIlvain & Harriott recovered against Samuel Wheeler

as well the sum of One hundred & seventy eight — dollars and fifty nine cents, for their damages, as the sum of $ 8,91 — for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Samuel Wheeler

you cause to be made the damages and costs aforesaid with interest thereon from the fifth day of November A. D. 1841 until paid. Also the sum of $ 1,97 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Plaintiff

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this seventh day of February A. D. 1844

Attest: John Cassil CLERK.

Ex. Doc. No. 2 page 11

Mc Ulvain & Harriott

vs

Samuel Wheeler

Damages	$178,59
Costs — —	8,91
Increase — —	1,16
Writ — —	41

Rec^d Sept 14. 1843 –
Stayed by order of Plff
Oct 1. 1843.
M. M. Steele Sheriff

Serv	35
Mile	5
	40

Filed Oct 17. 1843
John Carrol Clk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marrysville on the third day of November A. D., 1841 Robert McIlvain and James E. Harriott, late Partners under the name of McIlvain & Harriott,

recovered against Samuel Wheeler

as well the sum of one hundred & seventy eight dollars and fifty nine cents, for their damages, as the sum of $ 8,91 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded as we have heretofore commanded you that of the goods and chattles, and for want thereof, of the lands and tenements of the said Samuel Wheeler

you cause to be made the damages and costs aforesaid with interest thereon from the fifth day of November A. D., 1841, until paid. Also, the sum of $ 1,16 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before ~~said~~ court, at the Court-House aforsaid, on the first day of our next term, to render unto the said McIlvain & Harriott

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this 14th day of September A. D., 1843.

Attest:

John Cassil CLERK.

1-401

Union Com^n Pleas

McIlvain & Harriott

"

Samuel Wheeler.

Damages.	$178.59
Costs.	8.91
Increase.	11.80
Writ	.41

Cr.

Nov. 8. 1845.
Damages in full,

advertising — —	$00.25
Service — —	35
Mileage — —	40
	1,10

Wm Robinson
Sheriff

Filed April. 13. 1846
Jos Casne Clk

advertised

Received this writ January 21st 1846 in Lancaster County
Advertised the within described property for sale on the
28th day of April A.D. 1846 — offered the within described
property for sale not sold for want of bidders
Wm Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Goods & Chattels of Samuel Wheeler to wit 3 Horses 1 - 2 horse Waggon, 5 Cows, 12 - head of Sheep. - 12 head of Hogs, 8 head 2 year old Cattle

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 Robert McIlvain and James D. Harriott late Partners in trade under firm of McIlvain & Harriott the sum of One hundred and Seventy eight Dollars dollars and Fifty Nine cents, for their, damages, together with $ ~~11.95~~ 8.91 for their costs, with interest thereon from the 3d day of November A. D. 1841 until paid, which late in our said Court the said Plaintiffs recovered against the said Samuel Wheeler as of record is manifest. Also, $ 11.80 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 21st day of January A. D. 1846.

John Cassil CLERK.

Union Com^n Pleas

McDhiven & Starrott

vs

Saml Wheeler.

Dam^s	$178.59
Costs	8.91
Increase	14.66
Writ	41

Cr. By Judgment in full

P. 401 - Ex Docket.

Service -	$0 35
Mileage -	50
Advertising -	25
	$1,10

Wm M Robinson
Sheriff

Filed July 11. 1846
John Carrel Clk
Recorder

Advertised the within described property for sale as the law requires, and offered the same for sale, not sold for want of Bidder
July 6 th 1846 - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those ~~lands and tenements~~ Goods & Chattels of Samuel Wheeler viz: 3 horses — 1 shorse Waggon 5 Cows. 12 Sheep. 12 head of Hogs. & 8 head. 2 year old Cattle

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 Robert McIlvain and James E. Harriott, late partners under the firm of McIlvain & Harriott, the sum of One hundred & Seventy eight dollars and Fifty Nine cents, for their damages, together with $8.91. for their costs, with interest thereon from the 3d day of Nov. A. D. 1841 until paid; which late in our said Court the said McIlvain & Harriott recovered against the said Samuel Wheeler as of record is manifest. Also $14,66 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said McIlvain & Harriott.

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 2nd day of July A. D. 1846.

John Cassil CLERK.

401

McSloan & Harris
vs
Samuel Wheeler

Costs.	$8.91
Int for Nov 3. 1841	
Increase costs	21.83
Int on same –	4.88
Writ	.41

Filed May 28. 1850
James Kinkaid Jr CIK

Jr Sfr. J. 1850

Recorded

Cassie

Received this writ February 25th 1850
Returned by order of John Cassie and
P. B. Cook without advertising May 27 1850
Fees = mileage 5
Service 35 = 40
Philip Hider 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 & chattels of Samuel Wheeler Dowit, 3 horses, 1-2 horse waggon, 5 Cows, 12 Sheep, 12 head of hogs, & 8 head 2 year old Cattle. One bay horse 12 years old, and one roan horse 6 years old

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

the sum of ~~dollars~~

~~and~~ ~~cents for~~ ~~for~~ ~~damages, together with~~

$ 8,91 for their costs, with interest thereon from the 3rd day of November A.D. 1841 until paid, which late in our said Court the said McIlvain & Harriott

recovered against the said Samuel Wheeler

& interest on same to this date $4,88

as of record is manifest. Also, $ 21,83 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 McIlvain & Harriott

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

Witness, ~~JOHN CASSIL~~ James Kirkadoff, Clerk of said Court at the Court House in Marysville, this 25th day of February A.D. 1850

James Kirkadoff Clerk.

Union Cont Pleas
McClain & Harrott
v
Saml. Wheeler.

Filed July 1st. 1846.
John Cassil. Clk.

McWain & Harriott vs. Saml Wheeler	The Clerk of Union Com. Plea will issue venir for collection of Costs in this case

July 1st 1846

James E Harriott

In State of Ohio Union County ss

Filed Dec 7th 1844
John Cassil
Clk

Mc Sloan & Harriott vs Samuel Wheeler

Judgment in Union Com Pleas

The will issue a vendi in the above case to Sheriff

To John Cassil Clerk

Sept 7th 1844

James E Harriott

Filed Feb 9 1844
John Cassidy
Clerk

McHenry Hamott
~~Parties~~

Samuel Wheler

} Judgt. vs Deft in Union Common Pleas

The Clerk of Union Co. Court of Common Pleas will issue a pluries ~~Fieri~~ to Sheriff of Union Co.

Feby. 7th 1846

James E. Harriott

Civil/Domestic Case File

Case No. 1841-CV-0053

No. 41-CV-53

Union Common Pleas Court.

Dibble Gray & Co
Plaintiff,

AGAINST

James Shard,
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3 Page 7

Record No. 3 Page 554

Ex. Doc. Page

Union Com Pleas

Dribble Pay dec

vs

Pat. L. Ward

Lewis R. Dibblee
Enos Pray, &
Charles C. Richardson,
partners under the name
and firm of Dibblee, Pray & Co.
vs.
James L. Ward.

In Assumpsit:
Damages $300.00

Upon a summons returnable
forthwith, Endorsed: Suit brot on a note of hand
for Two hundred and fifty eight 77/ dollars given
by Defendant to plaintiffs, dated 00 March 16th 1841
and payable six months after date; also for goods
sold & delivered, Money had & received &c."

By Otway Curry their atty

To James H. Gill Esq
Cl Court Com. Pleas

suit but on a note of hand for two hundred and fifty eight 77/100 dollars given by Deft to plaintiff dated March 16th 1844 and payable six months after date also for goods sold and delivered, money had and received &c

By Otway Curry their atty

Lucius Clark & Others
vs
Robert Ray etc
Assumpsit & Account

Served by Certified Copy Nov 3 1841
B. W. Stark Shff

Sev — 3
Dec — 5
Copy — 15
23

Filed Nov. 3, 1841
Adam Stephens Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James L. Ward

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Lewis R. Dibble Eros Pray & Charles C. Richardson partners under the name & firm of Dibble Pray & Co.

in a plea of assumpsit Damages three hundred Dollars

And have you then there this writ.

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

James H. Gill CLERK.

Union Common pleas:

Dibblee, Gray & Co.
vs.
James L. Ward } Nar.

In Assumpsit.
Filed Dec 8th 1841
Sal. H. Gill Clerk
cert bill made
Recorded

State of Ohio, } Union Common pleas:
Union County, ss. } November Term; A. D. 1841.

Lewis R. Dibblee, Enos Pray, and Charles C. Richardson, partners under the name and firm of Dibblee Pray and Co. complain of James L. Ward in a plea of assumpsit, for that whereas the said James L. Ward on the 16th day of march 1841, at New York, to wit: at Union County, Ohio, made his promissory note in writing, and delivered the same to the said Lewis R. Dibblee, Enos Pray, and Charles C. Richardson, and thereby promised to pay to the said Lewis R. Dibblee, Enos Pray, and Charles C. Richardson, by the name of their said firm of Dibblee Pray & Co. Two Hundred and fifty eight 79/100 dollars in Six months after the date thereof, which period has now elapsed; and the said James L. Ward then and there, in consideration of the premises, promised to pay the amount of the said note to the said Lewis R. Dibblee Enos Pray and Charles C. Richardson by the said name of their firm of Dibblee Pray and Co. according to the tenor and effect thereof: — Yet the said James L. Ward hath disregarded his promise, & hath not paid the said sum of money, or any part thereof;

And also for that whereas the said James L. Ward on the 16th day of March A. D. 1841, at New York, to wit: at Union County, Ohio, was indebted to the said plaintiffs, so being partners as aforesaid, in the sum of Two hundred and fifty eight 79/100 dollars, for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant, at his request. And Two Hundred and fifty eight 79/100 dollars for money then & there had and received by the defendant for the use of the plaintiffs And whereas the Defendant afterwards, on the 15th day of October A. D. 1841, in Consideration of the premises, then and there promised to pay the said two last mentioned sums of money to the plaintiffs on request; Yet he hath disregarded his promise, and hath not paid the said two last mentioned sums of money or any part thereof; To the damage of the plaintiffs Three Hundred Dollars; and thereupon they bring their suit, &c.

By Otway Curry their atty.

Union Co

Dibble P

v. } Le

James L

The undersigned House holders of Union County Ohio being Called upon by W. W. Steele Sheriff of said County. to sett off to James L. Ward. the Amount of Property allowed by the Enactment of the Legislature of said State, made on the 9th March A.D. 1840. to debtors, Exempt from Execution. We allow and sett off to James L. Ward. one Cook Stove & Furniture, 1 Hoe, 1 Ax. 2 Hogs. 2 Feather beds & Ticks, 2 Bed Steads, 1 Trundle bed stead & oldest beameau (in lieu of Sheep). 6, blankets 17, Quilts 12, Sheets 9. Pillows & Slips, Given under our hands this. 9th day of Sept: A.D 1842

Wm. N. Frank
Adam Walford

Appraisers
Fee $1.00

Recd this writ Sept 6. 1842. Levied by instruction of J. B. Barnett agent for Plff Sept 7. 1842 on 9 Chairs 1 Table, 1 Cook Stove and Furniture 3 Bedsteads, 2 Beaureaus, 1 stand, 1 Settee. 4 yds Carpetting. 1 Mantle Clock, 8 Crocks, 5 empty barrels, 3 Sett plates 4 dishes. 2 Sett Teas, 6 glass Tumblers 2 Sett Knives & forks, 1 Hoe 1 Scythe, 2 tin wash basins 1 Accordion 5 hogs & Shoats, 2 Pitchers 2 Tea Pots, 2 looking Glasses 3 Feather Beds & ticks 1 Trundle Bed & tick (Straw) 15 Sheets, 8 Blankets, 22 bed Quilts, 6 pr Pillows & Stips, 1 Side Saddle, 2 Gin Buckets, 3 Wash tubs 1 Copper Kettle, 2 Skillets, 1 small oven, 1 pr tongs & Shovel, 1 axe, 1 pr Andirons 2 Cream Jugs. Books Theological Sketches Norrhmans New England. History of Ohio. Lodridge Rise & Progress. a lot of Popular Plank about 200 feet. 1 Tea Saucer, - Sept. 8. 1842 Left Ward demanded a Sett to be made him, whereupon Adam Wolford and Wm H Frank were selected by me and set off to the said Ward the goods & chattles as set forth in their return to me which is hereto attached, said Sett off made on the 10th day of September A.D. 1842, Stayed by writ of Injunction on the 10th day of Sept. 1842

W W Steele Sheriff

Union Com. Pleas

Silas Pray & Co
vs } Ft. fa
James J. Ward

Damages	$223.31
Costs	8.74
Increase	1.81
Writ	3.5
Cr. $1.00. June 11. 1842	
Levy	3.25
Mile	.05
	4.0

Appraisers to sett off 1.00

Filed Nov. 2, 1849.
John Cassil, Clerk pro tem

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842. Wilcee Pray & Co.

recovered against James L. Ward.

as well the sum of Two hundred and twenty three dollars and thirty One cents, for their damages, as the sum of $ 8. 76½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James L. Ward

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April A. D., 1842. until paid. Also, the sum of $1. 81¼ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Wilcee Pray & Co.

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

WITNESS ~~JAMES H. GILL~~ John Cafie protem, Clerk of said Court, at the Court-House aforesaid, this 5th day of September A. D., 1842

Attest: John Cafie CLERK. protem

Filed June 14 1842
Sat. H. Gill Clerk

Ex Docket No 1 Page 143

Dibblee Pray & Co

v

James L. Ward

Damages $223.31
costs 8.74½
int 41

Rec'd this writ May 16. 1842 levied by Order of Plffs Agent upon the undivided Interest of James L. Ward in the Stock of Goods retailing in the Store Room on In Lot No . in the name of Norman Chipman May 20. 1842 Advertised the same for Sale June 11. 1842. June 11. 1842 Proceeded to sell the Sd Interest by Public Outcry. And it was Struck off & Sold to Dibblee Pray & Co for the Sum of One dollar they being the highest & best bidder. No other property found whereon to levy. W. Steele Sheriff

Levy 35
Mile 05
Adv 1.00
1.40

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D, 1842 Dibble, Pray & Co

recovered against James L. Ward

as well the sum of Two hundred and twenty three dollars and thirty one cents, for their damages, as the sum of $8.74½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James L. Ward.

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April A. D., 1842. until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Dibble Pray & Co

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 16th day of May A. D., 1842

Attest: James H. Gill CLERK.

Dibble Gray & Co.
vs
J. L. Ward

Precipe for Execution
Filed Sept 6th 1842
By O. Lowry
Jos. M. Capitol Clk
Pro tem

Dibble, pray, & Co
vs.
James L. Ward

} Judgt. in Union Common pleas:

Issue on execution in this Case.

Otway Curry
pltf.'s Atty

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

Civil/Domestic Case File

Case No. 1841-CV-0054

No. 41-CN-54

Union Common Pleas Court.

John Wilcox Plaintiff,

AGAINST

Ransom Clark, Defendant.

APR 1842

Judgment vs Deft.

No Record.

Journal 3 Page 16 17

Record No. Page

Ex. Doc. Page

John Wilcox
vs
Ransom Clark
Filed 1800.

John Wilson

Ransom Clark } Trespass on the Case Damages 99#

R Clark Dr To John Wilson

To Making 101 Horse Collars . 65.#

" Damage for not delivering Horse according to Contract. 75#

Damages upon Contract to make Collars & deliver saddlery at Maylands Shop for an Horse Collars made & saddlery offered which he refused to accept & deliver Hors according to Contract ——— 75.#

John Wilcox
vs } Transcript
an appeal —
Ranson Clark

Filed Nov. 3. 1841
James H. Gillette

State of ohio Union County

John Wilcox
vs
Ransom Clark

Suit Brought on Account
Trespass on the case Damages $99.00
Sept 1st 1841 Plantiff filed his bill
of Particulars where upon there was
a summons issued for Deft Returnable
on the 7th Sept 1841 at 10th oclock
A M which was returned by John
Hurley const endorsed served by reading
Sept 1st 1841 fee 0.15

Justices cost

Summons	0.12½
Subpoenas	0 77
swearing witnesses	20
Judg	25
Bill	25
Transcript	31¼
	$1.90 ¾

Subpoenas issued by order of Plantiff
for Wm C Malin J. W. Evans
A C. Lemings Henry Rosartie S. G.
Strong Charles Royce Benjamin
Teller & Samuel Hawley which was returned by
John Hurley const endorsed served by reading fee $1.05
Sept 6th 1841 John Hurley const
Subpoenas issued by order of Deff for Joseph Butler
James Riddle Wm Sayer Marshal Clark Curtis
Clark Ransom Clark Jr & Mortimore Bentley which
was returned by John Hurley const endorsed served
on five by reading & two by copy fee $1.20
Sept 7th 1841 Parties appeared & Witnesses Wm C Malin
J. W. Evans A C Lemings H Rosartie Charles Royce
Plantiffs Witnesses Joseph Butler James Riddle
Wm Sayer Marshal Clark Ransom Clark Jr
Curtis Clark & Mortimore Bentley Deff witnesses
Parties Present Trial had J. W. Evans Wm
C Malin A C Lemings H Rosartie Charles
Royce & Curtis Clark was Sworn on the part
of Plantiff the Plantiff then proceeds to
examine Curtis Clark Charles Royce &
J. W. Evans on the examination of

J. W. Evans the Plantiff took a bill of exception which is as follows

John Wilcox vs Ranson Clark to make the lot he had made

Suit brought to recover the price of making a lot of Horse Collars Plantiff prove a contract collars as good as certain other Stock and materials for the collars Plantiff then prove the making of the collars that it was impossible to make collars as good the ones referred to out of the Stock furnished by Deff

Plantiff then asked the witness How are the collars meaning the collars made by Plantiff for Deff made according to the Stock furnished Deff objected and the court sustained the objection & further decided that the Plantiff should ask no other question than this are they made as good as they might be out of the Stock witness said that he never saw a collar but what could have been made better the court still insisted that no other question should be asked upon that subject Plantiff excepted to this opinion & prayed the court to make this apart of the record in this case it is therefore considered that the Plantiff became nonsuited and that the Deff Recover of Plantiff the costs Taxed in the above suit

In the suit of John Wilcox against Ranson Clark We Wm C Malin A. C. Jennings & John Rudicill do acknowledge our selves Bail for Plantiff for an appeal in the sum of fifty dollars to be levied on our goods and chattels lands lands and tenements if in case the said

John Wilcox fail to pay the above costs and costs that may accrue in the court of common pleas

W. C. Malin
A. C. Lennigs
John Rudicile

(signed)

Taken signed and acknowledged before me this 17th day of Sept 1841

James Lower JP

I certify the above to be a correct transcript from my docket given under my hand this 5th day of Nov AD 1841

James Lower JP

Civil/Domestic Case File

Case No. 1841-CV-0055

No. 41-CV-55

Union Common Pleas Court.

Robert McBratney
Plaintiff,

AGAINST

Wm W Steele,
Defendant.

APR TERM, 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3 Page 256

Record No. 3 Page 559

Ex. Doc. 1 Page 253

Union Com. Pleas

Robert McBratney
vs
Z Pump
Wm. W. Slate

Filed Nov. 3. 1841
Jas W Gill Clk

Robert McBratney
vs
William W Steele

Mon Com Pleas
In Replevin
Damages. 600 $

Clerk will issue a writ of Replevin returnable forthwith and endorse suit Brot to Recover possession of the following personal property to wit one Printing Press, type, and materials for said press. the property of Plaintiff which the defendant wrongfully detains from him

Wm Lawrence
atty for pltff

State of Ohio Mon Com ss

Robert McBratney makes oath and says that he has good right to the possession of the goods and chattels described in the above precipe and that the same are wrongfully detained by the said Wm W Steele and that the said goods and chattels were not taken in execution on any judgment against the said plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff nor by virtue of any writ of Replevin or any other mesne or final ~~Judgment~~ process whatsoever issued against the said plaintiff

Sworn to and subscribed
this 3rd day of November 1841.
before me Saml H Siebert

Robt McBratney

then this obligation shall be void otherwise in full force. Robt. W. Bruton (L.S.)

Cyprian Lee (L.S.)

W. W. Woods (L.S.)

Robert W. Bruton
& J. Bond
W. W. Woods
Filed Nov. 4. 1861
Jno. H. Lee Clk

Know all men by these presents that we Robert McBratney, Cyprean Lee and William H. Woods of the County of Union and State of Ohio are held and firmly bound unto W. W. Steele in the penal sum of seven hundred dollars to the payment of which well and truly to be made, we do hereby jointly & severally bind ourselves our heirs executors, and administrators, sealed with our seals, and dated this 4th day of November. A.D. 1841.

The condition of the above obligation is such that whereas the said Robert McBratney on the 3d day of November sued out of the Court of Common Pleas of the said county of Union a writ of Replevin against the said W. W. Steele for the following goods & chattels, to wit: one Printing Press, type & materials, for the Press, and which said writ is returnable at the ~~next~~ present term of said Court. Now if the said Robert McBratney shall appear at the next term of said court and prosecute his said suit to effect, and pay all costs and damages which shall be awarded against him

Minor Term Plea

Robert M Bratney
vs Justices &c

Wm White

Filed Nov. 4. 1891
Penny & Grubb
Jerrard & Copley

Jurors 3 0
Mdy 5
Band 5 0
Witness 1 50

S M Nold
Clerk

The State of Ohio Union County ss

To the Constable of said County Greeting

We command you that without delay you cause to be replevied unto Robert McBratney the goods and chattels following to wit one Printing Press type and materials for said press which Wm W. Slate wrongfully detains from the said Robert McBratney as it is said and also that you summon the said Wm W Slate to appear forthwith before our Court of Common Pleas within and for the County aforesaid to answer unto the said Robert McBratney for the unlawful detention of the goods and chattels aforesaid Damages six hundred dollars and have you then there this writ

Witness James H Lee Clk of same Court this 28 day of Nov. A.D. 1841

James H. Lee Clk

Union Com Pleas

Robert M Bratney
vs
Wm F. Steele

In Replevin

Filed Dec. 3d. 1841
James H. Lillie Clk

Cost bill made

Recorded

State of Ohio
Union County ss

Union Com Pleas
Nov. Term 1841

Robert McBratney complains of Wm W. Steele in a plea of Replevin for that whereas the said Wm W. Steele on the 3rd day of November AD. 1841 at the County of Union was possessed of certain goods and chattels of the said Robert McBratney to wit one Printing Press type and Materials for said press to be delivered to the said Robert McBratney when he the said Wm W. Steele should be thereunto afterwards requested yet the said Defendant though requested so to do has not ~~paid~~ delivered the said goods and chattels nor any part thereof to the said Robert McBratney and so the said Deft wrongfully detains ~~the~~ the same from the said Plaintiff to his damage Six hundred dollars and thereupon he sues &c

By Wm C Lawrence his atty

Served by Reading
April 27 1842
J. F. Woods Coroner

Service 25
Milage - - 50

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Daniel McBratney & Stephen McLain

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Robt McBratney in a certain matter in controversy in our said Court depending: wherein R McBratney is plaintiff, and W W Stule is ~~Deft~~ defendant.

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

Witness James H. Gill, Clerk of said court at the court house aforesaid, this 26 day of April A. D. 1842.

Jas H. Gill CLERK.

Plaintiff's Note

Note
at

Robt McBraley

Filed April 27, 1842
Jas W Gerwick

Robert McBrierty
vs
W. W. Steele

Replevin in Union Com. Pleas —
Nov. Term 1841

And the said W. W. Steele by G. Larson his atty. comes and defends the wrong & injury when and so forth and and he pleads said that he does not wrongfully detain the said goods and chattels in manner & form as the plaintiff hath above thereof declared against him and of this put himself upon the country &c.

By G. Larson his atty

The plaintiff as his atty. will pleas that notice thereof under the above plea the defendant will offer in evidence and insist upon the same as a bar to the plaintiff's action that he was sheriff of the said County of Union and that as such sheriff the same to his hands a writ of Execution The President Directors Company of the Clarion Bank of Columbia against Stephen McLean dec. bearing the 3d day of Nov 1841 from the Court of Common pleas of said County and that by virtue thereof he levied upon the goods & chattels in the declaration of the defendant of the said Stephen McLean and the said goods and chattels in said declaration mentioned was there the proper goods & chattels of the said McLean and not the property goods & chattels of the plaintiff ~~and that he was ready to verify &c~~

G. Larson atty
for defdt.

Wm Slade
adm of est
Robert McBratney

Served by reading
Apl 26. 1842

Serv 50
Mile. 5

J. F. Wells
Coroner

Filed Apl 27. 1842
Ras. A Gee Clk

The State of Ohio, Union County, ss.

TO THE ~~SHERIFF~~ Coroner OF SAID COUNTY, GREETING:

We command you to summon Mains Wapson, Augustus Hall, R. L. Broome, & William Woods.

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Wm W. Steele in a certain matter in controversy in our said Court depending: wherein Robert McBratney is plaintiff, and Wm W. Steele is defendant.

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

Witness James H. Gill, Clerk of said court at the court house aforesaid, this 26th day of April A. D. 1842.

Jas. H. Gill CLERK.

E & Docket No 1 Page 141

Robert McBratney

v

The State

Damages	$1.00
Pltff costs	9.63
Defts "	23.35
Int	141
	3439

Money made in full and received my fee August 28. 1842

J. F. Woods Coroner

Filed Dec 30th 1844
John Lapis
Clerk

The State of Ohio, Union County, ss: Coroner

TO THE S[redacted] OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Robert McBeating

recovered against Wm Wstate

as well the sum of one dollars and cents, for his damages, as the sum of $7.63 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Wstate

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April A. D., 1842. until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Robert McBeating

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

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

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0056

No. 41-CV-56

Union Common Pleas Court

John G. Dunn
Plaintiff,

against

Reuben P. Mainwaring
Defendant.

NOV TERM. 1842

Decree for Plaintiff

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Record No. 4 Page 232

Ex. Doc. Page

~~Memorial~~ Gen. Pltg.

John Doe

Richard Roe

- Deft.

Tenant

Reuben P. Mann

Andrew J. Allen

Filed Nov. 3. 1841

James H Gill Clk

Cost bill made

Recorded Vol 4. p 232

The State of Ohio } Office Term of
Union County ss } November AD. 1841

The Dr complaining of Richard Roe for that John G. Drew James Drew Mary A. Tompkins Walter A. Drew & Robert E. Drew on the 15th day of January AD 1841 at Union County aforesaid did demise to the said John Doe his mansion his cattle his barns his stables his orchards his out houses his yards his gardens five hundred acres of arable land, five hundred acres of meadow land - five hundred acres of wood land five hundred acres of land covered with water and five hundred acres of other lands with the appurtenances being surveys No 8153 & No 12238 of the Virginia Military lands on the waters of Darby situate in the County aforesaid to have and to hold the same unto the said John Doe for and during the term of his natural life there next ensuing - By virtue of which demise the said John Doe entered into the premises aforesaid premises with the appurtenances and was therefrom possessed for the term aforesaid - After the said John Doe so therefrom possessed the said Richard afterwards to wit on the said 15th day of January in the year aforesaid at the County aforesaid with force and arms entered into the said tenements with the appurtenances and expelled the said John therefrom and other wrongs to the said John then and there did to the damage of the said

John one hundred dollars and therefore
say &c

P. G. Sullivan
by atty

To Reuben P. Allen
and Amasa T. Allen

Sirs, I am informed that you are in possession of or claim title to the premises in the declaration mentioned or to some part thereof and I hereby give this notice 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 defendants in my stead otherwise judgment will be entered against me by default and you will be turned out of possession

Nov. 3. 1840

Richard Roe

judgment will be entered against me by default and you
will be informed of the proceedings
Richard Roe

Nov 3. 1841

State of Ohio Union County
I James H. Gill Clerk of the Court of Common Pleas for
said County do certify that the above and foregoing is
a correct copy of the original as filed in the Clerk's Office
witness my hand this 26. day of April 1842
Jas H. Gill Clerk

Union Com Pleas

John Doe
v
Richard Roe
Eject
Trespass
Reuben P. Mann
v
Andrew J. Alden
Filed Nov. 3. 1841
Jas H. Gill Clk

Served by acknowledgment
apl 26. 1842
Wm W Stub Shiff

Serv 35
Mile 5

Filed Apl 26. 1842
Jas H. Gill Clk

Acknowledge service of the within notice
April 21 1842
Reuben P. Mann

P. L. Alden
Attorney for defendant

Acknowledge service of the within notice
April 26. 1842
Reuben P. Mann

The State of Ohio } of the Term of November A.D. 1841
Union County ss

John Doe complains of Richard Roe for that ~~[illegible]~~ John G. Dan James Dan Mary A. Humphries Walter A. Dan and Robert E Dan on the 15th day of January A.D. 1841 at Union County aforesaid had demised to the said John Doe two messuages two cabbins two barns two stables two orchards two out houses two yards two gardens five hundred acres of arable land five hundred acres of meadow land. five hundred acres of wood land five hundred acres of land covered with water and four hundred acres of other land with the appurtenances Surveys No 8153 & No 12238 of Virginia Military lands on the waters of Darby situate in the County aforesaid To have and to hold the same unto the said John Doe for and during the term of ten years thence next ensuing. By virtue of which said demise the said John Doe entered into the possession of said premises with the appurtenances and was thereof possessed for the term aforesaid - And the said John being so thereof possessed, the said Richard afterwards to wit, on the said 15th day of January, in the year aforesaid, at the County aforesaid, with force and arms, entered into the said Tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to the damage of the said John one hundred dollars and therefore they sue &c By G. Swan his atty

To Reuben P. Mann &
Andrew J. Allen } Sirs I am informed that you are in possession 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 & having no title to the said premises do advise you to appear at the next Term of this Court of Common Pleas either and for the County of Union & State of Ohio and make yourselves defendants in my stead otherwise

Deed of

Denis Ohris

to

Renta P. Allen

Consent Rec

Filed Sept 1st 1862

James H. Gillespie

Recorder

John Doe
& Doe
John C. Drew
vs
Richard Roe
Rainin P. Mann
Andrew J. Alden
Tenants

Eject

In this cause comes Rinaldo P. Mann is admitted defendant in lieu of the non defendant Richard Roe and thereupon the said Rinaldo P. Mann comes and defends the wrong and injury when and admits that he is in the possession of the premises in the plaintiffs declaration mentioned and for plea says that he is not guilty of the trespass & ejectment above charged in manner & form as the plaintiffs in their declaration have alleged against him & this he prays may be inquired of by the country & he prays that the damages in the declaration mentioned may be lessened by reason of the tender & payment of the same.

G. Forman Atty
for Deft

Lawrence & Carey
Attys of Defendants

Civil/Domestic Case File

Case No. 1841-CV-0057

No. 41-CV-57

Union Common Pleas Court.

Samuel Perry
Plaintiff,

AGAINST

Jacob Beem
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT
$135 80

Journal 3 Page 7

Record No. 3 Page 356

Ex. Doc. 1 Page 258

Union Com Plas

Samuel Perry for use
vs
Jacob Beem

Praecipe for Summons
Filed Nov 3. 1841
Jas. N. Ewing Clk

Sweitzer & Barnes
Pltff's Attys.

Samuel Perry for the use of Jacob Barnes

vs

Jacob Beem

Assumpsit Damages 200 $

Issue Summons returnable forthwith.

Indorse "Suit brot on two promissory notes given to Samuel Perry or bearer, one for 90 $ with interest in two years from date & the other for ninety dollars. 62/100 with interest in four years from date and both dated July 1st 1836 ~

To the Clerk of Union Com Plea ~

Smeltzer & Barnes
Pltffs Attys

November 5th 1841

Suit brot on two promissory notes given to Samuel Perry or bearer one for 90$ with interest in two years from date & the other for ninety dollars 62/100 with interest in four years from date and both dated July 1st 1836.

Swartzer & Barnes
Attys atty's

Union Com Pleas

Saml Perry
vs
Jacob Beem

Served by certificate
Copy Nov 3 1841
B Nutall Sh

Fee 35
Ride 75
Copy 15
1,25

Filed Nov 4 1841
Geo. H. Gill Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Jacob Beem

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Samuel Perry for the use of Jacob Beam

in a plea of Assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 3d day of November A.D. 1841

James H Gill CLERK.

Union Common Pleas

Samuel Perry for &c
vs/ ass't Dam's $2.00.
Jacob Beem

Declaration

Smeltzer & Barnes
Pltff's Att'ys

Filed Nov. 5. 1861
James H. Gill Clerk
cert bill made
Ind't Damages $135.50
Recorded

STATE OF OHIO, } **Court of Common Pleas,**
Union ~~Delaware~~ County, ss. } November TERM, A. D. 1841.

Samuel Perry for use of Jacob Beem complains of Jacob Beem in a plea of *Assumpsit*, for that whereas the said Jacob Beem on the 1st day of July A.D. 1836 at Union County aforesaid, made his two certain promissory notes in writing, and delivered the same to the said Samuel Perry and thereby promised to pay the said Samuel Perry or Bearer ninety dollars with interest in two years after the date thereof, & ninety dollars 62/100 with interest in four years after the date thereof, which period has now elapsed, and the said Jacob Beem then and there, in consideration of the premises, promised to pay the amount of the said note to the said Samuel Perry or bearer according to the tenor and effect thereof. And also, for that whereas the said Jacob Beem on the day aforesaid, at the county aforesaid, was indebted to the said Samuel Perry in two 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 two 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 two hundred dollars 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 two hundred dollars for money then and there lent by the plaintiff to the defendant, at his request:—

And in two hundred dollars for money then and there paid by the plaintiff for the use of the defendant, at his request:

And in two hundred dollars for money then and there received by the defendant for the use of the plaintiff:—

And in two hundred dollars 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 day & year aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff, on request; yet he hath disregarded his said promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof, to the damage of the plaintiff two hundred dollars, and thereupon he brings suit.

By SWEETSER & BARNES,
His Attornies.

Docket No 1 Page 145

Samuel Pennypacker

v

Jacob Beem

Damages $135.80
costs 9.44
Int 61

Credit

$2.75 costs

Rec'd this writ June 6. 1842
Ordered as follows, "The Sheriff of Union County will take Mr Beems Bond for redelivery of property levied upon, & return the Execution"
Del: July 14. 1842

Swartzer & Barnes
Pltffs attys

Serv .35
Mile .70
Bond .50
1.55 July 27. 1842

Wm M Steele Sheriff

Filed July 29. 1842
Jas H. Gill Clerk

Denied July 12. 1842 upon 6 heads of Arrest — & Court bond as was included

Wm Steele Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Samuel Perryfuse

recovered against Jacob Brem

as well the sum of one hundred and thirty five dollars and Eighty cents, for his damages, as the sum of $ 7.64 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Jacob Brem

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April A. D., 1842, until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Samuel Perryfuse

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 6th day of June A. D., 1842

Attest: James H. Gill CLERK.

Recd of Sheriff Steele Six head of Horses taken in Execution
at the suit of Saml Perry against Jacob Beem to be deliv-
ered to Said Steele whenever demanded to Satisfy said
Execution. July 12th 1842 Jacob Beem

Civil/Domestic Case File

Case No. 1841-CV-0058

No. 41-cv-58

Union Common Pleas Court.

Wm Russell

Plaintiff,

AGAINST

James Foster

Defendant.

APR TERM. 1842

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

William Nuzell

vs. Trancript
from justice

James Foster

Trial & to be suggested
by plaintiff

Filed Nov. 3. 1841
James H. Bell Clerk

State of Ohio union County fs

William Russell
vs
James Foster

Debt $95-56
Plaintiffs Coft
Summons — 12½
Judgement — 12½
Coft fees 40
Defend Coft
Sale — 10

July 3rd 1840
Suit brought on a note of hand of $95-00 payable to plaintiff on the 29 day of march 1840 and signed James Foster Cr $1-00 Leaving A Ballance $95-56 Cents principle and intrest July 6th sumons issued for appearace on the 10th instant at 3 o clock P M July 10th 1840 I summons Serv due time endorsed Served the within By reading to the defendant fees 40 cts July 7th 1840 L Griffin Const
Plaintiff not in attendance Judgement by default It is therefore considered By me that the platiff Recover of the defendant the Sum of ninety five dollars fifty Six Cents and his Coft herein taxed at ~~Sixty~~ fifty Sixty five Cents
July 20th 1840 fifa issued to Const Griffin for debt and Coft
Octs 21 instant Received 50 Cents of my fees L Griffin Const
fifa Returned endorsed no levy By order of the platiffs agent my fees 30 Cents August 11th 1840 L Griffin Const
Febu 16th 1841 by order of plaintiff agent fifa issued to Const Griffin Returned endorsed Levied on two horse Beasts the one A gray mare the other a bay horse and no Sale By reason of the property Being proven away By A third person Claiming the Same the platiff Sugests that is real property Belonging to defendant Constables fees for Levying 20 Cents advertising 25 Cents mileage 30 Cts keeping Said horses $1-50 February 22 1841
L Griffin Const I do Certify that this is A Correct transcript in Substance from my Docket James Reed JP

Union Com Pleas

William Russell
vs } Scire Fac
et
James Foster

Defendant Jas Foster is deceased Nov 4. 1841 W W Stuck Shff

Serv 35
Mile 5
Copy 20

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas William Russell on the 10th day of July 1840 recovered a Judgment before James Hood one of the Justices of the peace within and for the said County of Union for the sum of ninety five dollars and fifty six cents Debt and costs against James Foster upon which said Judgment an execution was issued by the said James Hood and returned no goods found whereon to levy, and it having been suggested to the said James Hood that the said James Foster is possessed of lands and tenements as appears by a transcript of the said Judgment and proceedings filed in the Clerks Office of this Court. We therefore command you that you make known to the said James Foster to appear forthwith before our said Court of Common Pleas to show cause if any then be why execution should not ~~not~~ issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said shall in that behalf consider of him

Witness James H. Gill Clerk of said Court this 3d day of Nov. 1841

James H. Gill Clerk

Civil/Domestic Case File

Case No. 1841-CV-0059

Civil/Domestic Case File

Case No. 1841-CV-0060

Union Commonwealth

Paul Ys
vs } Principle
} in Case
Levi Mills &
Frederick Kelly

Filed Nov. 3. 1841
James H Gill Clerk

Commwealth Atty

Union Common Pleas 1841

Paul Jgo

vs

Levi Wills &
Frederick Betty

Case Damage $500.00

Upon a Summons returnable
forthwith & endorsed this suit is
brought to recover the principal
& Interest due on a promissory
Note given by the Defts to the Pltff for
$347.41 Cts bearing date 9th July
1841 payable Two Years after date
on which there is a credit of $50.80

5th Nov 1841

J A Gill Clk

Cannins for Pltff

"This suit is brought to recover the principal & interest due on a promissory note by the Defendants to the Plaintiff for $547.41 & bearing date 9th July 1841 payable to order & after date with interest of $50 80 cts"

Cor. in for Plff

Union Common Pleas

"

Paul Ego

vs

Zacharias

Levi Willis

Frederick Betz

Forthwith

Served by Certified Copy – Nov 24th 1841

W W Steele Sheriff

Service	35
Mile	80
Copies	30
	1,45
Aug 1842 Recd	1,6
	$ 1,6 by full

W W Steele Sheriff

Cor in attys

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Levi Wells & Friedrich Betz

to appear

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

in a plea of assumpsit Damages of $500 — Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 3d day of November A.D. 1841

James H Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0061

Union Common Pleas.

John M. Houston

vs.

Saml Bates et al.

Debt,	$630.00
Damages,	11.05
Costs,	7.66
Increase,	10.03
This writ,	0.41
Postage,	0.30

Filed July 6th 1843

Lorrie Caffrie

Clerk

Received this writ May 23d 1843 In obedience to the within command I advertised the lands refered to in this writ for sale on the first day of July 1843 at the door of the Court house in the Town of London in Madison County Ohio and offered the same for sale on said day according to law and not sold for want of bidders

Shffs Fees	
advertising	2.50
Printers fee	4.00
Postage	.60
Docketing	.10
Return	.35
	$7.55

William Warner Shff M. C.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~[illegible]~~ Madison COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said Union County, begun and held at the Court House in Marysville on the 3d day of November, A. D., 1841, John M. Houston

recovered against Ansel Bates, William S. Bates, Zenas Bates and Asa Saylor,

as well the sum of eight hundred and fifty dollars Debt, and eleven dollars and five cents, for his damages, as the sum of $7.66 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the ~~goods and chattels, and for want thereof of~~ se the lands and tenements of the said Ansel Bates, William S. Bates, Zenas Bates and Asa Saylor, which you hold by virtue of a former levy, and which yet remain unsold, you cause to be made the Debt, damages and costs aforesaid, with interest thereon from the third day of November, A. D., 1841, until paid. Also, the sum of $10.03 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said John M. Houston.

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

WITNESS John Cassil ~~[illegible]~~, Clerk of said Court, at the Court-House aforesaid, this 13th day of May, A. D., 1843.

Attest: John Cassil, CLERK.

Union Com Pleas No 95

John M Houston
vs
Ansel Bates et al

Debt	$850.00
Damages	11.05
Costs	7.66
Increase	24.48

Filed April 18. 1844
John Cassil Clerk

Received this writ November 7th 1843
Not served by order of Plaintiff
Fees
Mileage 40
Docketing 10
Return 50
85
William Barnes Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF ~~UNION~~ Madison COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D., 1841 John M Houston

recovered against Ansel Bates William S. Bates Zenas Bates and Asa Taylor

as well the sum of Eight hundred & fifty dollars Debt & Eleven dollars and five -- cents, for his damages, as the sum of $ 7.66 for his -- costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said Ansel Bates Wm S Bates Zenas Bates & Asa Taylor as we have heretofore Commanded you

you cause to be made the damages and costs aforesaid with interest thereon from the third day of November A. D., 1841, until paid. Also, the sum of $ 24.48 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said John M Houston

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 28th day of October A. D., 1843.

Attest: John Cassil CLERK

Filed April 28. 1842
James H. Gill Clk

Ex. Docket No. 1. Page 125.

John M. Houston

v

Ansel Bates
Wm S. Bates
Zenas Bates &
Asa Taylor

Debt	$850.00
Damages	11.05
Costs	7.66
Writ	.40

Sheriffs fees

Registering Ex.	-10
Mileage	50
four Delivery Bonds	2,00
Summoning appr's	1.00
additional Mileage	40
Appraisers fees	1.50
Postage	20
Description of land	25
Copy of appraisement Bill	31
Sentence	35
Damage	30
Return	35
	$7.26

Wm. T. Davidson Shff, Wm. C.

Received their writ February 16th 1842

Feb. 16th 1842. Received this Writ on the 22nd day of March on Sixty head of Cattle consisting of two, three, & four year olds, & two horses as the property of Ansel Bates, and two horses one Dun & one Bay belonging to Zenas Bates, also ten cows, ten two year olds of Stock hogs as the property of Zenas Bates, also ten cows, ten two year olds Cattle & two horses as the property of Asa Taylor and on the 23rd levied on six head of Cattle & two horses & taking with them Bates's one Bureau two set of Chairs two dining tables one Franklin stove one horse creature & one Brass Kettle all as the property of Ansel Bates

Now at January term on the 11th day of April by a mutual agreement of the parties and by their respective Clerk on the following description of land real estate of Zenas Bates lying in the Line of Robert Means & 10619 Beginning at two oaks in the line of State in said Survey No. 51198 Thence S. 37 E. 124 poles to a State Thence N. 53 E. 209 poles to two buroaks corner to Jonas Johnston survey, Thence North 110 poles to a bur oak and hickory. Thence W. 94 W. 26 poles to a State Thence North 30 W. 36 poles to a bur oak Thence S. 45 W. 64 poles to three barroks Thence S. 21 W. 102 poles to a black oak and hortback Thence N. 57 W. 119 poles to the beginning containing Ten Acres and one rood more or less and that said land appraised which with more fully appears by the above of the appraisement bill here with returned and delivered the above named parties hereto by said agreement this the proceedings stayed by order of the plaintiff by the Defendant paying the cost which was $15.93

April 16th 1842

Wm. T. Davidson Shff, Wm. C.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~SAID~~ Madison COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D, 1841 John M. Houston

recovered against Ansel Bates William S. Bates Zenas Bates & Asa Taylor

as well the sum of Eight hundred & fifty dollars Debt & Eleven dollars and five cents, for his damages, as the sum of $7.66 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Ansel Bates Wm S. Bates Zenas Bates & Asa Taylor

you cause to be made the Debt, damages and cost aforesaid with interest thereon from the third day of November A. D., 1841. until paid. Also, the sum of $0.40 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said John M. Houston

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 28th day of December A. D., 1841

Attest: James H. Gill CLERK.

3

Union Common Pleas

John M. Houston
vs
Orrel Ball et al

Debt — 850 00
Damages — 11.05
Cost — 7.66
Interest — 18 90
Writ — 41

Filed Oct 18th 1843
John Cajori
Clk

Retn 30

Received this writ July 31st 1843 and in obedience to the within command I have after given more than thirty days notice of the time and place of sale by causing the within described Land to be advertised in the London Sentinel a newspaper printed in the Town of London in Madison County Ohio and in general circulation therein proceeded to offer the same for public outcry at the Door of the Court house in London in said County on the 17th day of October 1843. and one of the Plffs Robert Houston did then and there bid eight Dollars per acre it being two thirds the appraised value thereof and no person bidding any more the same was struck off and sold to him

Shffs Fees
advertising .50
Printers Fee 3.00
Poundage 1.72
Return .35
$ 5.57
Postage .30
$ 5.87

William Warner Shff M.C.

THE STATE OF OHIO, UNION COUNTY, SS.
TO THE SHERIFF OF ~~SAID~~ Madison COUNTY GREETING;

We command you to expose to sale those lands & tenement of Zenas Bates: to wit; part of survey No. 9839 & 10618 beginning at two oaks in the line of Robert Mears survey No. 5198 thence S. 37 E. 124 poles to a stake in said line thence N. 53 E. 209 poles to two Bur oaks corner to James Johnsons survey thence N. 110 poles to a bur oak & Hickory thence N. 74 W. 26 poles to a stake thence N. 30 W. 36 poles to a bur oak thence S. 75 W. 64 poles to three Burroaks thence S. 21 W. 102 poles to a black oak & post oak thence S. 57 W. 119 poles to the beginning containing two Hundred 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 M. Houston

the sum of eight hundred & fifty dollars debt eleven dollars and five cents Damages and $87.66 his costs in that behalf expended

with interest thereon from the third day of November A. D. 1841 until paid,

Also, $ 18 90 increase of costs, which late in our said Court the said John M. Houston

recovered against the said Zenas Bates and Ansel Bates, Wm S. Bates & Asa Taylor

as of record is manifest. ~~And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as 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 the said John M. Houston

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this 22 day of July

A. D. 1843.

John Cassil Clerk.

The State of Ohio Madison County

I hereby certify that I sold a tract of Land of two hundred acres to Robert Houston for sixteen hundred Dollars and there being an old debt lean on said land did not pay Houstons Claim by about two hundred Dollars the return does not show how the money was applyed Oct 25th day 1848

William Warner Atty
of M C

Huston vs Bates

Precipe

London Oct 25 1843

Sir

you will see by the enclosed papers an explanation with regard to the execution in the case of John M. Hanston vs Bates et al you will issue an alias execution immediately directed to the Sheriff Madison

Respy & Fisher attys
for Plaintiff

you can have your fees by directing the Sheriff to send them by mail

Respy & Fisher

178
41
41
260

Summa for
Sixty 6

To
be

London July 4th 1843 –

John M. Thurston
vs
Isabel Bottrell et al

} Mem common pleas
Judgment

Issue a venditioni exponas writ of execution directed to the Sheriff of Middlesex County to the clerk of Mem common pleas –

Yours &c
S. N. Rew Plffs atty

Upon the above con the clerk will issue with a fieri facias. I direct you to see in the last process – you will please attend to the process in issuing your writ

Yours with respect
S. N. Rew

Filed April 24, 1843.
John Cassil
Clerk.

John M Houston } Common Pleas
vs } Union Co
Ansel Bates Jr Et al } "

Sir please Issue an Execution in the above case immediately and oblige your

April 10th 1843 — J. M. Houston

Filed May 12, 1843.
John Cassil
Clerk.

Summons 8
May 6

(paid) 6

To the Clerk of the Court
of Common Pleas Union Co
Marysville

Single 8

Filed May 11, 1843.
John Cassil,
Clerk.

John M. Houston
vs
Ansel Bates pur & others

} Jud Union Comm Pleas

The Clerk of the Court of Common of Union County will pleas issue a vendi execution in the above case returnable to the next term of your court directed to the Sheriff of Madison County

May 6th 1823

J. M. C. Houston Pltff

Union Common Pleas.

John M. Houston
vs.
Ansel Bates et al.

Debt,	$830.00
Damages,	11.05
Costs,	7.66
Increase,	7.67
Writ,	0.41
Postage,	0.20

Filed March 30th 1843
John Cassie Clerk
Postage 15

R. S. Thurston vs. Nov. 25 1842 all proceedings stayed by order of plaintiff

Atty's Fees
~~Writing~~
Entering 1.50
Recording .35
Return .10
Recording .10
$1.95 Williams & Parker Atty's

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~SAID~~ Madison COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said Union County, begun and held at the Court House in Marysville on the third day of November, A. D., 1841, John M. Houston

recovered against Ansel Bates, William S. Bates, Zenas Bates and Asa Taylor,

as well the sum of eight hundred and fifty dollars debt, and seven dollars and five cents, for his damages, as the sum of $ 7.66 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the ~~goods and chattels, and for want thereof, of the~~ lands and tenements of the said Ansel Bates, William S. Bates, Zenas Bates and Asa Taylor, which you hold by virtue of a former levy, and which yet remain unsold, you cause to be made the debt, damages and cost aforesaid with interest thereon from the third day of November, A. D., 1841, until paid. Also, the sum of $ 7.67 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said John M. Houston.

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

WITNESS ~~JAMES H. GILL~~ John Cassil protem, Clerk of said Court, at the Court-House aforesaid, this 28th day of October, A. D., 1842.

Attest: John Cassil, CLERK, protem.

Civil/Domestic Case File

Case No. 1841-CV-0062

No. 41-CV-62

Union Common Pleas Court.

Urbana Banking Co
Plaintiff,

AGAINST

Benj Richart et al
Defendant.

NOV 1841

Judg vs Defendt.

Journal 2 Page 332

Record No. 3 Page 578

Ex. Doc. Page

Urban Cammann Pltf

Urbana Banking Co

vs

Dedrick Case

Nathan & George Kemper

Cheney & Robert Lansdale

Filed Nov. 3. 1841

James H Gillette

Cost bill made

Cameron atty

The State of Ohio Union County Court of Common Pleas of the Term of December AD 1841

Union County ss

The President & Directors of the Urbana Banking Company Complain of Benjamin Nichhart & Gardner Goode partners trading under the firm of Nichhart & Goode Benjamin Cheney & Wilson N Lansdale in a plea of Assumpsit for that whereas heretofore to wit on the twentieth day of August in the year of our Lord eighteen hundred & forty one at Urbana Ohio at Union County aforesaid the said Defendants made their certain promissory note & thereby promised to pay to the President & Directors of the Urbana Banking Company or order at their office in Urbana the sum of three hundred & thirty Dollars for value received to be paid sixty days after the date of the said promissory note when they should be thereto after wards requested & yet the said Defendants altho after requested the said sum of three hundred & thirty dollars to them the said Plaintiffs have not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said Plaintiffs they the said Defendants have hitherto wholly refused & still do refuse to the damage of the said Plaintiffs in the sum of five hundred dollars & therefore they bring suit &

Cummins Pltffs Atty

Union Com. Mag

Nichols & Gaede
Benjamin Kenney &
Nelson N Lansdale
ad Z Cegnault &
Z Mha
Cabana Banking Co

Union County Ohio 1841

Nicholas & Goode
Benjamin Cheney &
Urban N Sandale
ads
The President & directors of
the Urbana Banking Company

Plaintiff

And the said Nicholas & Goode
Benjamin Cheney & Urban N Sandale by Wm G Lawrence
their attorney come & defend the wrong & injury when &c
and say that they cannot gainsay the action of the plaintiff
or say anything in bar or preclusion of the same & we
here in open court by virtue of a "Warrant of attorney here-
-with filed confess judgment in favour of the Plaintiff
against the defendants for the sum of three hundred & forty
seven dollars & twenty five cents damages including the
attorneys fees for collection & by virtue of the said Warrant
of attorney all error is waived & also all right & benefit
of appeal by the Defendants—

Wm G Lawrence
atty for Defts

Ex. Docket No. 1 page 99

Urbana Bank
vs
Benjamin Richart
Gardner Good
Benjamin Cheney &
Nelson R. Lansdale

Damages	$347.65
Costs	7.66
Interest	5.32
	$360.63

Credit March 31st 1842 $150.00

May. 13. 1845 Writ
Advertised for want of
funds to pay the printer
Jno. McNight Shff

fees — Mileage 5
Writ 35
Docketing 10
50

Filed June 6th 1845
John Cozad
Clerk

R.? This writ April 15. 1845

John Cozad Esq
Springfield
Clark County
Ohio

FREE

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those Lands & Tenements of Richart & good. to wit: No. of Survey 4747 Beginning at a stake N. 45° W. from the centre of the public square of Mechanicsburg & 56 poles from the out side of the Town platt. thence south 45° W. 31 poles to a stake, thence S. 52 W. 155 poles to Cheneys Corner, thence N. 15° W. 62 poles with Cheneys line to a stake thence N. 6° W. 128 poles to a stake corner to N. R. Lansdale thence N. 89° E. 166 poles to the begining containing 120 acres more or Less, which according to your return is encumbered by a Mortgage for $1222.84 in favor of Jacob Hazel, Samuel McCarty, Joseph Swisher & Harvey C Pearce

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President & Directors of the Urbana Banking Company the sum of three hundred and forty seven dollars and sixty five cents, for their damages, together with $ 7,66 for their costs, with interest thereon from the 3d day of November A. D. 1841 until paid, which late in our said Court the said Plaintiffs recovered against the said Benjamin Richart, Gardner Good and Benjamin Cheney & Nelson R. Lansdale as of record is manifest. Also, $ 5,32 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 2d day of April A. D. 1845.

John Cassil CLERK.

No. this writ Sec 8th/41. To goods as to Rickhart & Goode Levied Dec. 20th/1841 on the following described real estate as the property of Rickhart & Goode to wit No of Survey 474: Beginning at a stake N. 45° W. from the centre of the Public Square of Mechanicsburg: and 56 poles from the east side of the Square Stat: thence N. 45° E. 56 poles to a stake in the middle of the street: thence S. 45° W. 31 poles to a stake: thence S. 89° W. 155 poles to Chenys Corner: thence S. 45° W. 62 poles with Cheney line to a stake: thence N. 6° W. 128 poles to a stake corner to Nelson & Cheneys line to a stake: thence N. 89° E. 166 poles to the beginning, containing 120 acres R. Lansdale: thence S. 89° E. 166 poles to the beginning containing 120 acres more or less. This day is made subject to a mortgage held by Jacob Wagle and ~~Goode~~ ~~N.~~ ~~Lansdale~~ ~~S.~~ Wagle, Samuel McCrea, Joseph Wagle and W. W. Rankhart Trustees Harvey C. Pearce 1/8 $222. Sheriffs proceedings Wagle & Wife Cheney Adm. Cumberland County Pa. Thos Hopkins Bookkeeping Company

Ex Docket Vol. Page 79

Cumberland Bank

vs

Benjamin Rickhart,
Gardner Goode
Benj. Cheney and
Nelson R. Lansdale

Damages $347.65
Costs 7.66
Writ .91

Filed Apr 26 1842
Saml H. Green Clk

Made March 15th/42
of the Debts for J. R. Ware $135.
do — do — 15
$1.50

fee 11 Miles — .55
writ — .75
poundage — 3.00
$4.30

Recd. John H. Parker receipt on this writ for one hundred & fifty dollars which is the money made on this writ. See balance of return on other side.

John Owen Shff-Cum. County

Rec'd of John Owen Sheriff one hundred & fifty Dolls in Relania notes —

Smith James Agt
31 March 1842

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~SAID~~ Champaign COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D., 1841 The President & Directors of the Urbana Banking Company

recovered against Benjamin Richhart Gardner Goode Benjamin Cheney & Nelson R. Lansdale

as well the sum of three hundred and forty seven dollars and sixty five cents, for their damages, as the sum of $ 7.66 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Benj. Richhart Gardner Goode Benjamin Cheney and Nelson R. Lansdale

you cause to be made the damages and costs aforesaid, with interest thereon from the third day of November A. D., 1841, until paid. Also, the sum of $ 0.41 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The President & Directors of the Urbana Banking Co

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this fifth day of November A. D., 1841

Attest: James H. Gill CLERK.

Charge Box 74

PAID

6

Clerk of Com Pleas
Union Co
O

URBANA
MAR
O.

Filed April 9th 1845
Jesse Gilbert Clerk

Receipt for Ex.

Urbana Bank
Richard & Good

To the Clerk of the Common Pleas

Wm Beauchard Cashier
of the Urbana Banking Co.
vs
Richard Goodsal

Union Co —

Issue a venditioni
Exponas & direct the
same to the Sheriff of Cham Co. Ohio

R. R. McNemar
Atty

March 1. 1845

Civil/Domestic Case File

Case No. 1841-CV-0063

No. 41-CV-63

Union Common Pleas Court.

Clark Higgins Plaintiff,

AGAINST

Silas G Strong Defendant.

NOV TERM, 1841

Judg vs Defendant

Journal 2 Page 338

Record No. 13 Page 576

Ex. Doc. 1 Page 303

Higgins
vs.
Strong.

Precipe for Ex.

Filed Nov. 8, 1842
J. Cubiel, Clerk.

C. Hayes

Judge C. Story

Nov. 8. 1842 — [illegible]

C. Jones

Truck C. C.

Hy. Ay

P. Union C.

Alma Cen. Pkg

Clerk Keyes

Isley G. Keyes

Ira Hibbard

cert bill made

Recorded

The State of Ohio } Court of Common Pleas
Union County ss } November Term 1841.

Clark Hoppes complains of Silas G. Strong of a plea of ~~Debt~~ Debt &c. For that whereas the said Silas G. Strong defendant on the 2d day of August AD 1839 at Columbus to wit at the county of Franklin aforesaid made his certain obligatory sealed with his seal & now to the court here shown and then & there delivered the same to the plaintiff and thereby then & there acknowledged himself to owe and standeth indebted unto the plaintiff in the sum of One hundred & twenty five dollars to be paid unto the plaintiff on one day after date which paid he has not paid - yet the defendant has not paid the plaintiff said sum of money or any part thereof but he wholly refused so to do and still does refuse to the damage of the plaintiff one hundred dollars and therefore he brings suit &c

Boyd & Stewart
Pltfs Atty.

Leg.

Clark Higgins

"

Silas E. Shy

Ste. Dec 1/25

D. 11.25

The State of Ohio
Muse County } Com. Pleas
Nov. Term 1841

And now comes into open court Isley G. Story by M. B. Carver his attorney who by special warrant of attorney hereunto filed and relied upon of record and appears to a declaration in favor of Clark Higgins and acknowledges on behalf of said Story that he is indebted to said Higgins in the sum of one hundred & twenty four dollars for which said amount and claim dollars and twenty four cents damages for the detention thereof together with costs judgment is hereby confessed and all errors & right & benefit of appeal are waived and released.

Atty for
Isley G. Story

Mars B Carver

Recd this writ Nov. 7. 1842. Levied Nov. 13. 1842 upon 11 acres more or less. Survey No 3351. bounded as follows, beginning at a stake corner to a lot owned by S. B. Johnson, North side of the Maysville & Dublin State road thence S. 53 E. 40 poles to a stake, thence N 37 E. 25 poles to a stake in the original East line of said Survey. thence N 11 W. 30 poles to a stake another of S. B. Johnsons corners, & from thence, S 80 W, & from the beginning. N 38 E. until said lines meet. at another corner or angle in said Johnsons lot. — Returned without offering for sale by order of Plffs atty —

Fee. 40

W W Steele Shff

Union Common Plas.

Clark Higgins
vs
Thos G. Strong.

Debt,	$125.00
Damages,	11.25
Costs,	7.66
This writ,	0.41

Fee — 35
Mile 5
40

Recd March 9th 1840
John Cassie
Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 3d day of November, A. D., 1841, Clark Higgins recovered against Silas G. Strong the sum of one hundred and twenty five dollars for his Debt, and ~~as well~~ the sum of Eleven dollars and Twenty five cents, for his damages, as well as the sum of $ 7.66 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong, you cause to be made the Debt, damages and costs aforesaid with interest thereon from the fourth day of November, A. D., 1841, until paid. Also, the sum of $ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Clark Higgins.

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

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

Attest: John Cassil, CLERK pro tem.

as to returns of no
Goods. Statute 470
Sec. 5.
as to appraisement 473
Sec. 10.

Clark Higgins vs. Silas G.

By virtue of a venditioni exponas to me directed from the court of common pleas of Union co., Ohio, I will offer for sale at the door of the court house in the town of Marysville, in said county, on the 3d day of August, A.D. 1847, between the hours of 10 o'clock, A.M. and 4 o'clock P.M. the following described Real Estate, to wit; Ten acres of land more or less, part of survey No 3351, bounded as follows: beginning at a stake corner to a lot owned by S. B. Johnson, North side of the Marysville and Dublin Road; thence S 53 E 40 poles to a stake; thence N 37 E 25 poles to a stake in the original East line of said survey; thence N 11 W 30 poles to a stake another of S.B. Johnson's corners, and from thence S 80 W and from the beginning N 38 E until said lines meet at another corner or angle in said Johnson's lot. Appraised at $10,00 per acre.

PHILIP SNIDER, Sheriff.

June 30, 1847. n6w5prf,2,50

State of Ohio }
Union County }

Personally appeared in open court P. Beale publisher of the Argus a newspaper printed and in general circulation in the County of Union and made oath that the notice hereto attached was published for five consecutive weeks in said paper ~~for~~ immediately previous to the 3d of August 1847

P. Beale

Sworn & Subscribed in open court this 7th day of August 1847

John Cafer, Clerk

Clark Higgins
vs
Silas G. Strong

Appraisement
Real Estate

Filed April 8th 1847
John Capil, Clerk

oct 47 4-80

Clark Higgins
vs
Silas G. Strong

We the undersigned being called upon by Philip Snider Sheriff of Union County, Ohio to appraise the following described Real Estate, to wit, part of Survey No 3351 – bounded as follows, Begining at a stake corner to a lot owned by S. B. Johnson North side of the Marysville & Dublin Road thence S. 53 E 40 poles to a stake, thence N. 37 E 25 poles to a stake in the original East line of said Survey. thence N. 11 W. 30 poles to a stake another of S. B. Johnsons corners & from thence S. 80 W 8 from the begining N. 38 E. until said lines meet at another corner or angle in said Johnsons lot. After having been duly sworn by said Sheriff and upon actual view of said premises we do appraise the same at Ten dollars per acre.

Given under our hands and seals this 30th day of March A.D. 1847

Jas W. Evans (seal)
H. Lee (seal)
Wm M. Page (seal)

Appraisers Fee $1.50

State of Ohio Union County, ss.

Personally appeared before me the above named Jas. W. Evans H. Lee & Wm M. Page and made solemn oath to discharg the duties of appraisers of the above described Real Estate, impartially according to law and the best of their abilities. Given under my hand this 30th day of March A.D. 1847

Philip Snider Sheriff of Union County

Ex. Docket No. 303

Clark Higgins
vs
Silas J. Strong

Debt	125 00
Dam	11 25
Cost	7 66
Increase	6 62
Writ	50

Filed Aug 30 1847
Wm Massie Clk

Received

Received this writ June 12th 1847. I duly advertised the within named Real Estate for sale by Publication in the Argus A Newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of sale. I afterwards to wit. on the 3rd day of August 1847 in pursuance of said notice proceeded to offer said real estate for sale by Public Auction at the door of the Court House in Marysville in said County and sold the same to Marshall Clark for $6.67 per acre that being two thirds of appraised value

Fees mileage 5
service 35
advertising 25
Poundage 1.33
Printers fee 2.50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We hereby command you to expose to sale those lands and tenements of Silas G. Strong to wit; Ten acres of Land more or less part of Survey No. 3351 Bounded as follows to wit Begining at a stake, corner to lot owned by S. B. Johnson, North side of the Marysville & Dublin ~~State~~ Road, thence S. 53 E. 40 poles to a stake, thence N. 37 E. 25 poles to a stake in the original East line of said survey thence N. 11 W. 30 poles to a stake another of S. B. Johnson's corners thence S. 89 W. 8 poles to a stake in the original line thence S. 89 W. 8 poles to the beginning N. 38 E. until said lines meet at an angle in said line of said lot 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 Clark Higgins, the sum of one Hundred & twenty five dollars ~~the sum of~~ for his Debt and eleven ~~dollars and~~ dollars ~~cents,~~ & 25 cents for his damages, together with $ 7 66 for his costs, with interest thereon from the fourth day of Nov. A. D. 1841 until paid; which late in our said Court the said Clark Higgins recovered against the said Silas G. Strong as of record is manifest. Also $ 6,62 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Clark Higgins

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 12 day of Jun A. D. 1847.

John Cassil CLERK.

Strong
vs
Higgins

motion to set aside
Sale

Filed Oct 8th 1847
John Cafoil Clerk

A.to return of no goods
Sec. statute 470 - Sec. 6 —
as to affirmant 473. " 10

Clark Huggins
vs
Silas G Strong } on Sale of Ten acres of Land by the Sheriff

And the said Defendant now comes and moves the Court to set aside the sale made in this case made previous to the last Term of this Court ~~for~~ the following Reasons

1st Because the purchaser did not pay the money bid for said Land until one term passed - and the Defendant compromised with the plaintiff and paid him this Judgement on which the sale was made —

2 ~~Because~~ The levy in this case is defective because the return does not show that the Sheriff sought for Goods & Chattels before he levied on the land

3 The Levy was void by lapse of time

4 That the Sand has not appraised by the Sheriff making the Levy

O B Cole
Atty for Strong —

Ex. Docket page 313

Clark Higgins
vs
Silas Gibson

Debt	$ 12.50
Dam.	11.25
Cost	7.66
Execu	81
Writ	31

Filed Nov 8 1847
Thos Cybil Clerk

Recorded

Received this writ January 15th 1847
By virtue of the within writ I duly advertised the land therein described by publication in the Argus a newspaper published and general circulation in Union County, Ohio, for thirty days previous to the day of sale, having previously to advertising had the same appraised by the oaths of Da. W. Evans, H Lee and Wm M. Page at ten dollars per acre, I afterwards, to wit: on the 3rd day of May A.D. 1847 between the legal hours of Ten O'clock A.M. and Four O'clock P.M. in pursuance of said notice proceeded to offer said land for sale at public auction at the door of the Court House in Marysville in said County. No sale for want of bidders, there being no other goods or chattels lands or tenements found whereon to levy

Fees—Inquest $1.00
advertising 25
mileage 5
Service 35
Appraisers fee 1.50
Printers fee 2.25

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 & tenements of Lilas G. Strong, to wit; ten acres more or less part of survey No. 3351 bounded as follows Begining at a stake corner to a lot owned by S. B. Johnson. North side of the Marysville & Dublin Road thence S. 53 E 40 poles to a stake thence N. 37 E 25 poles to a stake in the Original East line of said survey, thence N. 11 W. 30 poles to a stake another of S. B. Johnsons corners & from thence S. 80 W. & from the Begining N. 38 E. Untill said lines meet at another corner or angle in said Johnsons lot

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 Clark Higgins

the sum of Five Hundred & twenty five

dollars ~~and~~ cents, for his Debt & $ 11,25 for his

damages, together with $ 7,66 for his costs, with interest thereon from the 17th day

of Nov A. D. 1841 until paid, which late in our said Court the said Clark Higgins

recovered against the said Lilas G. Strong

as of record is manifest. Also, $,87 increase of costs, and the accruing costs.

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

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 15th day of Jan A. D. 1847.

John Cassil CLERK.

Higgins
vs
Silas & Strong } Judgt in favor of Commn Pleas
Union Co. Ohio

The Clerk of the Court will issue execution
with Clause —

Dec 9th 1846

Higgins Pltff

Civil/Domestic Case File

Case No. 1841-CV-0064

No. 41-CV-64

Union Common Pleas Court.

Small & Williams & Co
Plaintiff,

AGAINST

Silas G Strong,
Defendant.

NOV TERM 1841

Judg vs Defendt,

Journal 2 Page 351

Record No. 3 Page 515

Ex. Doc. Page

Small Williams & Co
vs.
Silas G. Strong } Narr.

Filed Nov. 5. 1841
James H. Gillett
Cost bill made
Recorded

Union County, ss } Court of Common pleas:
November Term A. D. 1841:

William Small, Ezekiel H. Williams, Isaac Small and John W. Baldwin, partners in trade under the name & firm of Small, Williams and Co. complain of Silas G. Strong in a plea of Assumpsit, for that whereas the said Silas G. Strong on the 2d day of November A. D. 1841 at the County of Union, made his promissory note in writing and delivered the same to the said plaintiffs and thereby promised to pay the said plaintiffs by the said name of their said firm of Small Williams & Co. twelve hundred and sixty four dollars and sixty cents, one day after the date thereof, which period has now elapsed, and the said Silas G. Strong then and there by said promissory note in writing did also authorize & empower any attorney at law of the State of Ohio in the name & behalf of him the said defendant to appear in any Court of record in said State & to waive process and service thereof and to confess judgment in favor of the holder or holders of said note for the amount thereof with interest and costs; & to waive and release all error that may accrue in the rendition of judgment, and waive all right and benefit of appeal in behalf of said defendant. And the said Silas G. Strong then and there, in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof. Yet the said Silas G. Strong hath disregarded his promises and hath not paid the said sum of money, or any part thereof to the damage of the said plaintiffs twelve hundred and sixty four dollars and sixty cents, and therefore he sues &c

By Attorney Curry his atty.

Silas G. Strong
ad
Son all William & Co

Plea.

Filed Nov 5. 1841
James H Goodell

Lilas G. Strong
at.
William Small,
Egbert H. Williams
Isaac Small, &
John W. Baldwin,
~~partners in trade~~
under the name & firm
of Small, Williams & Co.

Union Common Pleas

And the said Defendant by Augustus Hall, an attorney at law of the State of Ohio, now comes and says that it is true that he did promise in manner & form as the plaintiffs in said declaration have declared against him & that he owes to said plaintiffs the said amount of money specified in said declaration, to wit: $1264,60, and he prays the Court now to render judgment against him in favour of said plaintiffs for said sum of twelve hundred and sixty four Dollars and sixty Cents, together with Costs of suit &c. & he waives all errors that may accrue in the rendition of judgment; & he waives all process & service thereof; & all benefit of appeal.

A. Hall Atty for Defts

S. G. Strong's
Note
to Small, Williams, & Co.

Maysville Nov. 2nd 1841.

$1264.60 One day after date for value received I will pay to Small, Williams & Co. the sum of Twelve hundred and Sixty four Dollars and sixty Cents. And I do hereby, by these presents authorize and empower any attorney at law of the State of Ohio, in my name and behalf to appear in any Court of record in said State, & to waive process & service thereof, & to confess judgment in favour of the holder or, holders of this note for the above amount, with interest and Costs; and I do hereby waive ~~and~~ release all errors that may accrue in the rendition of said Judgment, and waive all right and benefit of appeal in my behalf. Witness my hand the date above.

Silas G. Strong

Union Court Pleas

Isaac Williamson

v

Silas G. Strong

Damages 1266.60
Costs 7.66
Increase 11.97
Writ — 41
Int. from Nov 3. 1841

Service — $0.34
Mileage — — 5
advertising — 2 5
$0,6 5
Printer fee 7,50
Filed Oct 28. 1845
John Cassil Clk

entered

Received this writ Oct 17th 1845 —
Advertised the within described real Estate as the law required — and offered the same for sale at the door of the Court House in the County of Union and State of Ohio on the 22nd day of Oct A.D. 1845 — and not sold for want of bidders —
Thos McPherson Sheriff of Union County

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those Lands and Tenements of Silas G. Strong viz. 824 acres of Land excepting 13 acres conveyed to Levi Longbrake on the 7th day of Nov 1839. Survey No 2254, beginning at 2 ashes and an Elm S.E. corner to No 3351. thence S 10 E. 445 poles to a White Oak and beech S.E. corner to Survey No 2256. thence N 80 E. 212 poles. to a Sugar tree the Original Corner to a Lot conveyed by S. G. Strong to J. B Vining thence with Vinings line N 10 W. 125 poles to 2 ashes and a Sugar tree another of Vinings lines N 10 W. 125 poles to 2 ashes and a Sugar tree another of Vinings Corners thence N 80 E. 120 poles to a Stake passing 2 Sugar trees and an Elm, at 100 poles thence N 10 W. 320 poles to a Stake in the Original line of said Survey 2254. thence S. 80 W. 332 poles to the Beginning, also 49 acres more or less Survey No 3351. beginning at a White Ash Sprm and Sugar tree in the Original S. line of said Survey and Corner to Joshua Matthiotts land thence with said Original line N 79 E. 104 poles to 2 Small Hickories and ash in said line thence N 35 E. 52 poles to a hickory and Sprm thence N 55 W. 80 poles to a Slog Wood Beech and Oak, thence S 35 W. 114 poles to 2 Sugartrees in Matthiotts line thence S. 11 E. 22 poles to the Beginning also 50 acres more or less. Survey No 3351. Beginning at a Water Beech and 2 Sugars Corner to land conveyed by M Bailey to Jason Rice thence S 35 W. 100 poles to a Slogwood & Oak, corner to lot heretofore Conveyed by Levi Churchill to S Strong thence with said Strongs line S 55 E. 80 poles to a hickory and Sprm in the line of Adam Wolford land thence N 35 E. 100 poles to a hickory & 2 burr Oaks, thence N. 55 W. 80 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 Mr Small Egelk: N. Williams Isaac Small and John N. Baldwin under firm of Small Williams & Co

the sum of Twelve hundred Sixty Six ~~3 60/100~~

dollars and Sixty ——— cents, for their

damages, together with $ 7.66 for the costs, with interest thereon from the 3d day

of November A. D. 1841 until paid, which late in our said Court the said Small Williams & Co.

recovered against the said Silas G. Strong

as of record is manifest. Also, $ 11.97 increase of costs, and the accruing costs.

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

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 17 day of Oct. A. D. 1845.

John Cassil. CLERK.

Ex. Doc. No. 1. Page 115

Small Williams & Co.
vs
Silas G. Strong

Damages	1264.60
Costs	7.66
Mileage	1.22
Writ	.41

Recd this writ July 19. 1843

Serv	.35
Mile	.05
Inquest	1.00
Aff. Ret	.10
Advtg	.25
	1.75
Sr: fee	7.50
Aff: fee	1.50
Total	$10.75

Filed Oct: 17. 1843.
John Cassilly Clk

Advertised the Property levied on this writ to be sold on the 16th day of October at the door of the Court House, - I offered the same agreeable to the advertisement having previously affixed 49 acres & the 30 acres tract Survey No. 3351. by the order of Alexander Stokes James A. Alexander & Daniel Weaver at 16 33/100 dollars per acre, the 824 acre tract having previously been appraised at Nine dollars per acre & executions in favor of Charles Anthony assigns &c vs Silas G. Strong; the property being so exposed at the door of the Court House, was not sold for want of bidders,

W. W. Steele Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.
TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those Land & tenement of Silas G Story

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 Small, Williams & Co.

the sum of one thousand two hundred and sixty four dollars and sixty cents damages and $7,66 for their costs

with interest thereon from the third day of November A. D. 1841 until paid,

Also, $ 1,22 increase of costs, which late in our said Court the said Small, Williams & Co. recovered against the said Silas G. Story

as of record is manifest. ~~And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as 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 the said

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this 17th day of July A. D. 1843.

John Cassil Clerk.

levied Jany 4. 1841. 824 acres more or less (excepting 13 acres conveyed to Levi Songbrake on the 7th day of November 1839) Survey No 2254 bounded as follows beginning at 2 ashes & an Elm S. E. Corner to No 3351. thence S 10 E. 415 poles to a white Oak & Beech. S E Corner to Survey No 2256. thence N 80 E. 212 poles to a Sugar tree the original Corner to a lot conveyed by J G String to J. B Vining thence with Vinings line N 10 W. 125 poles to 2 ashes and a Sugar tree in other of Vinings Corner thence N 80 E. 120 poles to a Stake praping 2 Sug: & an Elm at 100 poles thence N 10 W. 320 poles to a Stake in the Orig: line of Said Survey 2254. thence S 80 W. 332 poles to the beginning

also. 49 acres more or less Survey No 3351. – bounded as follows Beginning at a white ash lynn & Sugartree in the Original South line of said Survey & Corner to Joshua Mathews land thence with Said Original line N 79 E. 104 poles to 2 Small Hickorys and ash in Said line thence N 35 E. 52 poles to a Hickory & lynn. thence N 55 W 80 poles to a dog Wood Beech and Oak thence S 35 W. 114 poles. to 2 Sugar trees in Mathews line thence S 11 E 22 poles to the beginning

also 50 acres more or less Survey No 3351. bounded as follows. Beginning at a Water Beech & 2 Sugars Corner to land Conveyed by M Bailey to Jesse Rice thence S 35 W 100 poles to a dog Wood & Oak a Corner to a lot heretofore Conveyed by Levi Churchill to said String thence with said Strings line S 55 E 80 poles to a Hickory & lynn. in the line of Adam Wolfords land thence N 35 E. 100 poles to a Hickory & 2 Burr Oaks thence N 55 W 80 poles to the beginning No goods & Chattles found whereon to levy. Ordered by Pltffs Atty to Return without offering for sale Feby 10. 1842 W W Steele Sheff

Executed 1841. Page 115

Small Williams & Co
v
Wiliam C. Moore

Damages $1264.00
costs 1.00
Int

Received this writ Sept 1st 1841
Returned February 10th 1842
W W Steele

Service $3
Price .75

Received Feb. 11. 1842
Parker H. Lee Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D., 1841 William Small Ezek. H. Williams Isaac Small and John W. Baldwin partners in trade under firm of Small Williams & Co.

recovered against Silas G. Strong

as well the sum of one thousand two hundred sixty four dollars and sixty cents, for their damages, as the sum of $7.66 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong

you cause to be made the damages and cost aforesaid with interest thereon from the third day of November A. D., 1841. until paid. Also, the sum of $6.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Small, Williams & Co.

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 15th day of December A. D., 1841

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0065

No. 41-CV-65

Union Common Pleas Court.

Urbana Bang Co
Plaintiff,

AGAINST

W W Wood,
Defendant.

AUG 1842

Discontinued

Journal 3 Page 36

Record No. 4 Page 49

Ex. Doc. Page

Union Common Pleas

Urbana Bank
vs
Principle
in Case
W. W. Wadsworth
& A Ellenwell

Filed Nov. 4. 1841
Pat H Gilliland
Clk

AUG 1842

(Recorded.)

Commrs atty

Union Common Pleas 1841

The President & Directors of the Urbana Banking Company
vs
William W Woods Reuben Pellann & Albert Merrill

Case Damage $1000.00

4th Nov. 1841

J & Gill Ath

Upon a Summons returnable forthwith & Endorsed "This suit is brought to recover the principal & interest due on a bill of Exchange for $700.00 drawn by the defendants in favour of the Plaintiffs payable at the Philadelphia Bank four Months after date bearing date 1st May 1841"

Concurring atty for Plffs

"This suit is brought to recover the principal & interest due on a bill of exchange for $700. drawn by the defendants in favor of the Pltff, payable at the Philadelphia Bank, four days after date

Issuing date 1st May 1841

Carmichael & Pltff for Pltff

Union Commonwealth

Urbana Bank
vs
Summons
William W Woods
N Vellant & Allenhill

forthwith

Served by certified copies
Nov 4. 1841. W W Steele Shff

Sum — 75
Mile 25
Copies — 45
1.45

(Recorded.)

Carmichael & Pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William W Wade & Reuben Pellum & Albert Ellensell

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto The President & Directors of the Urbana Banking Company

in a plea of assumpsit Damages one thousand — Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 4th day of November A.D. 1844

James H Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0066

No. 41-CW-66

Union Common Pleas Court.

Wm H Woods
Plaintiff,

AGAINST

Silas G Strong
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT

$113 21

Recorded &
Indexed,

Journal 3 Page 6

Record No. 3 Page 333

Ex. Doc. 1 Page 306

W W Woods
vs
S G Strong

Filed Oct 7th 1843
John Cofficil Clk

W W Woods
vs
Silas G Strong

Judgment in in the Union Com Pleas April Term 1842

Issue vendi in the above case

To John Cassil Clerk
Court Com Pleas.
Oct 7th 1843

W W Woods

Filed June 2, 1843.
John Cassil,
Clerk.

William H. Woods
vs.
Silas G. Strong.

Judgt. Com. Pleas, Apl. Term, 1842, for $113.21 & Costs.

Issue an execution in this case, $100 of the above judgment having been assigned to me.

To John Carnl, Esq. Clerk of said Court June 2, 1842.

S. H. Cherry

Mercer Com Pleas

Wm W. Woods
vs
Silas G. Strong

Precipe
Filed Nov. 4. 1841
James H. Gillelen

William W Woods } Union Com Pleas Nov-
vs } term 1841
Silas G Strong } In assumpsit Damages $200.

Issue a Summon returnable forthwith and Endorse suit Brot on Defendants note of hand given on the 24th day of April 1840 to William W. Steele and payable to him or bearer for one hundred ~~dollars~~ and twenty five dollars and due one day after date and by the said Wm W. Steele assigned to the plaintiff also for goods sold and delivered Money had and rec'd Lent & advanced &c By order of Lawrence
his atty

Clerk Com. Pleas.

said Bank on the 20th day of June 1840 to William W. Stale and payable to the order of Plaintiff on demand the sum of Five dollars and one cent day after date and for the use of the Plaintiff assignee to the Plaintiff. Defendants ~~[illegible]~~ waive and abrogate any benefit and relief and advantage &c

W. Clemens for Pltff

Union Com. Pleas

Wm W. Woods
vs
Silas G. Strong

Served by Certified
Copy Nov 4. 1841
W W Stale Shff

Serv — 35
Mile — 5
Copy — 15
55

Filed Nov 4. 1841
Jas. H. Gill Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Silas G. Strong

to appear

forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Wm H. Woods

in a plea of assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 4th day of Nov A.D. 1841

James H. Gill CLERK.

Union Com Pleas

William W. Woods
vs
Silas J. Strong

Filed Dec. 3rd 1841
James H. Gillette

Dam 113.21

cost bill made
Recorded

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

Wm W. Woods complains of Silas G. Strong in a plea of Assumpsit for that whereas the said Silas G. Strong on the 24th day of April 1840. at Marysville in the said County of Union made his promissory note in writing and then and there delivered the same to one William W. Steele and thereby promised to pay the said William W. Steele or bearer one hundred and twenty five dollars in one day after the date thereafter which period has now elapsed and the said Wm W. Steele then and there endorsed the same to the said Wm W. Woods whereof the said Silas G. Strong 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 William W. Woods according to the tenor and effect thereof yet the said Silas G. Strong hath disregarded his promises and has not paid the said sum of money or any part thereof to the damage of the said William W. Woods two hundred dollars and thereupon he brings suit By

Wm C. Lawrence his Atty

Ex. doc. p. 62

Union Com Pleas

W W Woods

vs

S G Strong

Damages $113.21
Costs 8.62
Increase .81
Writ 41

Recd Oct 7. 1843 —
Not sold for want
of time Oct 16. 1843
M. W. Steele Sheriff

Serv 35
Mile 5
40

Filed Oct 17. 1843
John Cassil Clk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods and chattels to wit: one Bay mare and one Buggy Wagon - of Silas G Strong

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 W W Woods the sum of one hundred and thirteen. dollars and twenty one cents, for his damages, together with $8.62 cents for his costs, with interest thereon from the 26th day of April A. D. 1843 until paid, which late in our said Court the said W W Woods recovered against the said Silas G Strong as of record is manifest. Also, $ - Eighty one cents 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 W W Woods

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 7th day of October A. D. 1843

John Cassil CLERK.

Union Commonwealth

Wm W Wood
vs
Silas G Strong

Damages $ 113.21
Costs — 8.62
Writ — .41

Recd this writ June 6. 1843 levied by instruction of Plff upon 1 Bay Mare & 1 Buggy & Waggon.
Retd by order of Plff instant Sale July 3. 1843
W. W. Steel Shff

Dear 35
Mile 5
40

Filed July 4th 1843
John Cassil
Clerk

THE STATE OF OHIO, UNION COUNTY, SS;

TO THE SHERIFF OF SAID COUNTY GREETING;

WHEREAS, at a Court of Common Please of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Wm W. Woods

recovered against Silas G Strong

as well the sum of one hundred & thirteen dollars and twenty one cents, for his damages, as the sum of $ 6,62 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G Strong

you cause to be made the damages and costs aforesaid with interest thereon from the 26th day of April A. D., 1842 until paid. Also, the sum of $ the costs of increase n said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this sixth day of June A. D., 1843

Attest; John Cassil CLERK

J. Strong

Note

$125

Recd on the within Decr 7. 1860
25 $

I assign the within to W W Wood & warrant it good for $105.87 — W W Steele

W. W. Wood

Cont

Marysville Apl 24 1840

One day after date I promise to pay Wm W. Steele or bearer One Hundred and twenty five dollars for value Rec'd

Silas G Strong

130
see 7.40

1111111 12

1250 v
4
5000

12

1250 00
625
125
4375
4.60
129.60

129.60
25
104.60
2.2760
2.09
8.35

104.60
1,111.4861
113.21
52

Civil/Domestic Case File

Case No. 1841-CV-0067

No. 41-CU-67

Union Common Pleas Court.

James A McClain
Plaintiff,

AGAINST

Wm H Steele
Defendant.

AUG 1842

Discontinued,

Journal 3 Page 36

Record No. 4 Page 47

Ex. Doc. Page

.35
.08
6
8
.10
4
.10
4th
1.28 th

Union Common Pleas

James A. McLane

v Z Priefer

William W Stule

Filed Nov. 15. 1841

James H. Gill Clk

James A. McLain
vs
Wm. M. Slate } In Replevin Damages $50.00

Issue a writ of Replevin for the following goods and chattels to wit one writing Desk and Book case

To the Clerk of Union Common Pleas Nov. 15th 1841 James A. McLain

The above named James A. McLain makes oath and says that he has good right to the possession of the goods and chattels described in the above praecipe, and that the same are wrongfully detained by the said Wm. M. Slate and that the said goods and chattels are not taken in execution on any Judgment against the said Plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said Plaintiff

James A. McLain

Sworn to and Subscribed before me this 15th day of Nov. A.D. 1841 James H. Gill Clk

Filed Dec. 19, 1842.
J. Carr, Clk.

We the undersigned being called upon by Thos. J. Woods Coroner of the County of Union State of Ohio to appraise a certain Book Case levied upon as the property of A Munsell by the Sheriff of said county after being duly sworn according to Law do appraise said property to Fifteen Dollars — Nov. 15th 1861

A. L. Drummond
M. Bentley

Appraisers

Union Com. Pleas

James A. McLain

v } writ of Replevin

William W. Steele

Served by reading to Def.
and delivery pursuant
to Pltff. J. J. Woodworth

service .30

mileage .05

Bond .50

appearance 1.00

$1.85

Filed Nov. 16. 1841

Pat. H. Gill Clerk

The State of Ohio Union County ss

To the Coroner of said County Greeting

We command you that without delay you cause to be re-
plevied unto James A. McLaine the following goods and chat-
tels to wit one writing Desk and Book case which Wm W. Stute
wrongfully detains from the said James A. McLaine as is said
and that you summon the said Wm W. Stute to appear
at the next Term of the Court of Common Pleas to be held
in and for the County aforesaid to answer unto the said
James A. McLaine for the unlawful detention of the goods and chat-
tels aforesaid damages Fifty dollars and have you then
there this writ

Witness James H. Gill Clerk of said Court
this 15th day of November A.D. 1841

James H. Gill Clerk

Union Com. Pleas

James H. M. Lain
vs Ref Bond
Wm W Stute
Filed Nov. 16th 1841
James H. Gillespie

Clerks fees	$1.28
Coroners fees	1.85
Shff fees	.32
costs	$3.45

cost bill made long ago

AUG 1842

(Recorded.)

Know all men by these presents that we James A. McLain and L. Ward Wm. Ross of Marysville are held and firmly bound unto Wm Steel 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 15th day of Nov. A.D 1861

The condition of the above obligation is such that whereas the said James A. McLain sued out of the Court of Common Pleas of the said County of Union a writ of Replevin against the said Wm W. Steel for the following goods and chattels to wit one Writing Desk and Book case and which said writ is returnable at the next Term of said Court; Now if the said James A. McLain shall appear at the next Term of said Court and prosecute his said suit to effect, and pay all costs and damages which shall be awarded against him then this obligation shall be void, otherwise in full force.

James A. McLain (Seal)
L. Ward
Wm Ross (Seal)

The above alteration was made by the parties
J. A. McLain & Wm Ross J. W. Lee

Civil/Domestic Case File

Case No. 1841-CV-0068

No. 41-CU-68

Union Common Pleas Court

Paul Igou Plaintiff,

against

F. Beltz et al Defendant.

AUG TERM. 1845

Dismissed at Pltf Cost.

Journal 9 Page 143 ~~317~~

Record No. No Record. Page 192

Ex. Doc. 1 Page 333

Common Law. Pleas

Paul Spon
& Bennett

Fred. Betz

Filed Dec. 31, 1841

James H. Gillespie

Recorded

Paul Igou
v
Frederick Betts } In assumpsit Damages $600.00

Issue a Capias ad Respondendum for the defendant Endorse. This suit is brought to recover the principal and interest due on a promissory note given by the defendant and one Levi Wells (now deceased) to the plaintiff for the sum of $347.41 cents bearing date 9th July 1841 payable two months after date on which there is a credit of $50.80 cents

To the Clerk of Union County Com Pleas Dec. 31. 1841

Paul Igou

The above named Paul Igou makes oath and says that the amount above specified is justly due to him from the said defendant Frederick Betts, and that he verily believes that the said defendant is about to dispose of his property with intent to defraud his creditors and that he is about to remove his body out of the Jurisdiction of the Court.

Paul Igou

Sworn to and subscribed before Dec. 31. 1841

James H. Gill Clerk

Union Cond. Pleas

Paul Egan

3

Freelaith Bell

Rec'd this writ Jany 1st 1842

Dorsed by I have taken the body of the Defendant who gave bonds for his appearance in the sum of Seven hundred dollars John Milligan & Levi Gun his Securities. Jany 1st 1842 W W Steel Shff

Service .35
Mile .60
Bond .50

Recorded

This suit is but to record the purpose and intent of a promissory note by the defendant in favor of Levi Wells (now deceased) to the plaintiff for the sum of $150.41 cents bearing date 9th July 1841 payable two months after date in which there is a credit of $50.80

Held to bail in Seven hundred dollars $700.00

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

We command you to take Frederick Belz if he be found within your bailiwick, and him safely keep, so that you have his body before the Honorable the Judges of the Court of Common Pleas of our said county, at the Court house in the town of Marysville, on the first day of our next term, to answer unto Paul Igow in a plea of assumpsit — damages six hundred dollars

And have you then there this writ.

Witness James H. Gill, Clerk of our said Court, at the Court house aforesaid, this 31st *day of* December *A. D.* 1841

James H. Gill *Clerk.*

Paul Igon

vs

Recorg

Fred. Belz

Filed Jany 25. 1842

James H Geiger Clk

Recorded

Know all men by these presents that we Frederick Beltz John Milligan & Levi Gun are held and firmly bound unto W M Stull Sheriff of Union County Ohio in the penal sum of Seven hundred dollars lawful money to the payment of which well and truly to be made we bind ourselves our heirs Executors and Administrators firmly by these presents sealed and signed by us this 1st day of January. A.D. 1842 The Condition of the above Obligation is this whereas the above bound Frederick Beltz has this day been arrested by virtue of a Capias ad Respondendum by me. in favor of Paul Igon, Now if the said Frederick Beltz does well and truly appear before our Court of Common pleas of Union County on the first day of next term and so continue from day to day until discharged & abide the decision of said Court & not depart the Court without leave then this obligation to be void otherwise in full force and virtue in law

Frederick Beltz (Seal)
John Milligan (Seal)
Levi Gun (Seal)

Attest W M Stull Shff

A true Copy of the Original taken by me
Jany 1st 1842 W M Stull Sheriff

Union Common Pleas

Paul Geo

vs Deal in Case

Frederick Betty

Filed August 31. 1842

James H. Gill Clk

Cost bill made

Recorded

Commission Fees

The State of Ohio Union County Court of Common Pleas
of the Term of August AD 1842

Paul Jgo complains of Frederick Betty in a plea of
assumpsit for that whereas the said Frederick Betty on the
ninth day of July in the year of our Lord eighteen hundred &
forty one at Union County aforesaid in consideration with one
Levi Mills since deceased made his promissory note in
writing & delivered the same to the said Paul Jgo & thereby
promised to pay to the said Paul Jgo or bearer the sum
of three hundred & forty seven dollars & forty one Cents
in current Bank paper ~~of the State~~ & if said note should
not be paid at the expiration of Twelve months after the date
of said note that then the said Frederick Betty & said Levi
Mills since deceased promised to pay to said Paul Jgo the
usual attorney fees for the collection of the same for
Value received which period has now elapsed & the said
Frederick Betty then & there in consideration of the premises
promised to pay the amount of said note to the said Paul
Jgo according to the tenor & effect of said promissory
note yet the said Frederick Betty hath disregarded his
promises & hath not paid the said sum of money or any
part thereof to the damage of the said Paul Jgo in the
sum of Six hundred dollars & therefore he sues &

Commonwealth for Deff

In Union Common Pleas

Paul Igow
vs
Demurrer
Frederick Belty

Filed April 8, 1843.
John Cassil,
Clk.

Recorded

Hall for Deft

Paul Igou
vs
Frednick Belty

To August Term of Union Co. Common Pleas 1842

And the said Defendant comes and says. that the said Plaintiff aught not to have or maintain his aforesaid action against him because he says that the declaration aforesaid & the matters therein contained are not suffi-cient in law to maintain the action aforesaid and that he is not bound by law to answer the same. & prays. that the said Pltff by judgt of this Court may be barred of his action against him

And for cause of ~~Demur~~ the said Deft shows the following

1st. The declaration shows the promissory note upon which the action is brot to have been joint betwn Deft & Levi Wells. & yet said Wells is not impleaded

2nd. The said declaration does not aver that the said Wells ~~had~~ not pay the same during his life time.

3d. The declaration does not aver that said note has not been paid by the makers.

A Hall Atty
for Deft

Union Common Pleas

"

Paul Jgo

vs } Amended
Declaration

Frederick Betty

Filed April 19, 1843.
John Cassil
Clk.

Recorded

Commw atty

The State of Ohio Union County Court of Common Pleas of the Term of April A D 1843

Union County ss

Paul Jgo Complains of Frederick Betty in a plea of Assumpsit for that whereas the said Frederick Betty on the ninth day of July in the year of our Lord eighteen hundred & forty and at Union County aforesaid in Consideration with one Levi Wills since deceased made his promissory note in writing & delivered the same to the said Paul Jgo & thereby promised to pay to the said Paul Jgo or bearer the sum of three hundred & forty seven dollars & forty one cents in current Bank Paper & if said note should not be paid at the expiration of two months after the date of said note that then the said Frederick Betty & Levi Wills since deceased promised to pay to said Paul Jgo the usual attorney fees for the collection of the same for value received which said note has now elapsed & the said Frederick Betty & Levi Wills since deceased then & there in consideration of the premises promised to pay the amount of said note to the said Paul Jgo according to the tenor & effect of said promissory note yet the said Frederick Betty & Levi Wills during the life time of the said Levi Wills wholy disregarded their said promise & did not pay the said sum of money nor any part thereof to the said Paul Jgo nor hath the said Frederick Betty since the death of the said Levi Wills paid the same or any part thereof to the said Paul Jgo to the damage of the said Paul Jgo in the sum of seven hundred Dollars & therefore he sues &c

Cameron & Iff attys

Union Common Plea

Paul 220

vs

Frederick Belty

Damages	344 12
Costs	10 68
Writ	41

Recd this writ July 22nd 1843. No goods Chattles or tenements found whereon to levy Sept 21. 1843 –

W. W. Steele Sheriff

Fees	35
Mile	50
	.85

Filed Sept 21st 1843

John Capril Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marrysville on the fifth day of July A. D., 1843 Paul Zgou

recovered against Frederick Belty

as well the sum of Three Hundred & forty four dollars and twelve cents, for his damages, as the sum of $ 10,68 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said Frederick Belty

you cause to be made the damages and costs aforesaid with interest thereon from the 6th day of July A. D., 1843, until paid. Also, the sum of $ the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Paul Zgo

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 22nd day of July A. D., 1843.

Attest:

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0001

AUG 1842
AUG 1842

No. 42-CV-1

Union Common Pleas Court.

Rufus D Thrall, Plaintiff,

AGAINST

Solomon Wart, Defendant.

AUG 1842

non Suited

Journal 3 Page 36

Record No. 4 Page 49

Ex. Doc. Page

Union Com. Pleas

Refer

Rufus D. Thrall
& Receipt for
Solomon Hart
Filed Feb. 7. 1842
James H Gill Clk

(Recorded.)

Rufus D. Thrall
vs.
Solomon Watt.

In union County Pleas

Trespass on the case damages 1000 ff.

The Clerk of sd Court will issue summons, returnable next Term. in case suit brot. To recover damages sustained by reason of defts. speaking of and concerning Plff the following false wicked malicious and defamatory words, he (meaning Plff) swore false he (meaning Plff.) swore a damned lie rd I can prove it." he (meaning Plff.) swore a lie. — he (meaning Plff.) swore a damned lie and I dare him to take me up for saying it. So the damage of Plff. 1000 dollars

J Hall atty
for Plff

suit brot to recover damages sustained by reason of Deft speaking uttering & publishing in the hearing of divers and sundry persons the false wicked malicious and defamitory words. he (meaning Pltff) swore false. he (meaning Pltff) swore a damned lie and I can prove it. he (meaning Pltff) swore a lie. he (meaning Pltff) swore a damned lie and I dare him to take me up for saying it. To the damage of the Pltff $1000.00. A. Hall atty for Pltff

Union Com. Pleas

Rufus D. Thrall
v } Summons
Solomon Wait

Served by Certified
Copy Febr. 10th 1842
W. B. Steele Sheff

cost bill made

Serv	35
Mile	25
Copy	15
	.75

Filed Feb. 11. 1842
James H. Gill Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Solomon Hart

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 Rufus D. Thrall

in a plea of Trespass Damages one thousand Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 7 day of Feb. A.D. 1842

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0002

No. 42-CV-2

Union Common Pleas Court.

Kuhn Michael
Plaintiff,

AGAINST

John Geer,
Defendant.

AUG TERM. 1842

Judgment VS Plaintiff

Journal 3 Page 50

Record No. 4 Page 112

Ex. Doc. Page

Geo
Kuhn
vs
The Defendant now comes and says that there is error in the proceedings aforesaid in this. Court

1st. The Court erred in deeming that the contract wrtten mentioned bound said Kuhn to labour till March 1842

2. The Court erred in refusing to grant a nonsuit on motion of Plff

3d. The Court erred in refusing to instruct the jury that in absence of any proof of damage the Plff could recover in an action of damage

4th. In other particulars the Court erred in their decision and therefore the ~~Court erred~~ Defendant prays the ~~Court~~ for a writ of certiorari

A. Bates atty
for Deft

Transcript from
Dyer Stokes & Porter
in case of Dyer Ryan &
Michael
filed Feb. 15. 1841 2
Geo. Little Clk

To the Clerk of Huron Common Pleas.

Dalton & wife & Bateman
to issue in this case upon
hearing ordered so the case
stands.

John Gilfillan
Chairman Com Pls

Parties 1842	Judgment on Trial or Confession

John Geer
Plantiff vs
Michael Fluhn
Defendant
Damage $12.00
Summons Issued

Jan. 26th 1842. trial to be 2nd Feby 1842 at 10 O'clock A.M

Justis fees

Summons .. 00.12½
Subpoena 6 Witness for Plantiff .. 32½
for Defendant 2 Witnesses .. 8
.. 53
Feby 2 Subpoena for 5 Witnesses 20½
Vinire for Jury 25
.. 98½

Feby 2nd 1842. the Parties appeared & Defendant Moved for a Jury which was agreed to by Plantiff and adjournment untill the 12th Instant at 10 O'clock A.M
adjournment — 00.10
above Justis fees 98½

Swearing 6 Jurors 24
Do . 13 Witnesses 52
Do . 1 Interpter 4
for Entering Judment on Vir dict of Jury 25
$2.13½

Transcript at Deft. request which he Paid 31

Feby 7th 1842 Vinire Returned Served by reading to all the Jury
for Service .. 60
Mileage .. 45
Daniel Mitchell Const. 1.05

Suit Brought on account (Viz) Jan. 26th 1842
Michael Fluhn Dr. To John Geer in Damage Failing to Work one month and one half month according to Contract to the amount of Twelve Dollars

Signed John Geer

Jan. 28th 1842. Summons returned Served by reading to Defendant. Const. fees — Serving 00.10
Mileage .. 25
.. 35

Subpoena returned 28th 1842. Served. (Viz)

John B. Bishop by Reading	00.10
Phillip Snider by Reading	00.10
George Ruhl by Copy	00.12½
Conrad Whiteman by Copy	00.12½
George Gunderman by Reading	00.10
M. Gooding by Reading	10
Lawrance Turnar by Copy	12½
George Fensil by Copy	12½
	00.90
Mileage for all the Witnesses	50
	1.40
on Summons	55
	1.95
Daniel Mitchell Const. fees	

February 2nd 1842. Witnesses for Plantiff. Phillip Snider John B. Bishop. George Gunderman Leonard Whiteman George Ruhl Lawrance Turnar & he ordered Subpoena for John Delp —: Defendant's Witnesses. M. Gooding George Fensil & he ordered Subpoena for John G. Fensil (& M. Gooding not Present)

for Plantiff	1st Trial	2nd Trial
John B. Bishop	$00.50	00.50
Phillip Snider . Do	50	50
George Ruhl Do	50	50
Conrad Whiteman Do	50	50
George Gunderman Do	50	50
Lawrance Turnar Do	50	50
John Delp	30.0	50
Leonard Geer not Subpoenaed		50
		4.00
		3.00
		$7.00

For Defendant	
George Fensil	00.50
M. Gooding	50
John G. Fensel	50
Sixtus Handal not Subpoenaed	50
Henry Snider not Subpoenaed	50
	3.00
	3.00
	$10.00

Parties 1842	Judgment on Trial or Confession

Case of J. Geer & M. Kuhn

Continued from Page 34th

Feby 2nd 1842

Subpoena Issued for John Delk for Plantiff & M. Gooding & John G. Finsil for Defendant

Feby 7th Subpoena returned Served by Coppy on M. Gooding by Do. J. G. Fensil & on John Delk by reading

Const. fees Service	
by 2 Coppies	25
by reading to 1	10
Mileage	75
D. Mitchell Const.	$1.10

Jury fees (Viz)

John W. Robinson	50
Wm M. Robinson	50
Samuel Sagen	50
Elias Jolley	50
Windle Brown	50
C. Rathbun	50
	$3.00
Const fees attending on Jury	50
	$3.50

Constable fee for attendance	3.90
Const. & Jury fees	$7.40
Witnesses fee	10.00
Justis fee	2.13½
	$19.53½
Damage	1.00
	$20.53½

Venire Issued Feby 2nd 1842 for 6 Jurors (Viz) John W. Robinson. Charles Rathbun John Brown. Samuel Sagen. Wm M. Robinson & Elias Jolley to appear at this office to Serve as Jurors in the Case of John Geer & Michael Kuhn on the 12th day of Feby A. D. 1842.

Feby 12th 1842. all the Jury appeared. Except John Brown he being Sick is Excused & Windle taken by the Const. D. Mitchell to fill the vacancy and the Parties being Satisfied therewith the Jury being Sworn according to law Proceeded to trial. & after the Witnesses Subponaed being Called & Sworn, Plantiff moved that Leonard Geer be Sworn as a Witness which was done & Defendant Moved that Sixtus Kendal & Henry Snider be Sworn as Witnesses which was done. and after Pleadings by Curry & Hall the Jury Was Conducted by Const. Daniel Mitchell to a Place by themselves and after Deliberating on the Matter they returned With their Verdict (Viz)

John Geer
vs
Michael Kuhn

We the Jury in the above Case do Consider that the Plantiff recover of the Defendant one Dollar Damage & Costs. Signed John W. Robinson. Wm M. Robinson Samuel Sagen, Elias Jolley. Windle Brown & C. Rathbun. Whereupon Judgment was Entered accordingly on Docket by Me. John Jolley J. P.

A. Hall Defts. atty filed an Exception (Viz)

John Geer
vs
Michael Kuhn

on trial of this Case the Plff. offered in Evidance an agreement in Writing in the German Language of which the following Was by a Sworn interpreter Proven to be a Coppy.

Agreement between John Geer & Michael Kuhn

The Same Continued

John Geer Promises to Michael Kuhn forty Cents a week for to Work this winter till March 1842. Oct. 19th 1841. Signed John Geer
a Michael Kuhn

Pltff then introduced other Evidence to Show that Deft had Lift Pltff Since before the Expiration of the time March 1842.. and Rested. Deft. then Moved the Court for a Nonsuit because the Contract did not bind Deft to Labour any length of time that Said Contract was taken.. for the — ✱protection ✱ (this is as near as I can Copy) Geer as to Price &c That the Contract Contained No Covenant on the part of Deft.. binding to to labour until March 1842. The Court decided that the Contract bound Deft. to Labour till March 1842 & over Ruled the Motion

Deft. Excepted John Jolley J.P.

and after the Pleadings was through
A. Hall atty. for Deft filed a notter Exception (Viz)

John Geer vs Michael Kuhn } The Defendant asked the Court to instruct the Jury that if the Plantiff Claims Damage he must Show by testimony before the Jury in hot amount amount of Damages he has Sustained and if he fails to Show Specifically Some Damage this action Cannot be Suftained and then verdict in the absence of Such Proof Should be for the Defendant —: the Court Refused So to Instruct but Decided Contrarly the defendant Excepted & prayed the Court to Sign & Seal this his Exception —: John Jolley J.P.

Febr. 14th 1842 I do hereby Certify this to be a true Trascript from My Docket in the Case of John Geer vs Michael Kuhn as near as I am Capable (as the Exceptions was Deficult for me to Read)

John Jolley. J.P. Seal

John Geer.
vs. } ~~In~~
Michael Stuhn }

Michael Stuhn &
Peter Snider.
} Bond
In Certiorari
Filed Feb. 21. 1842
Jas. H. Gill Clk.

Know all men by these presents that we Michael Kuhn and Peter Snider of the County of Union and State of Ohio are held and firmly bound unto John Geer of the County and State aforesaid in the penal sum of one hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 21st day of February A.D. 1842

The condition of the above obligation is such that whereas the said Michael Kuhn hath this day obtained an allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union a certain Judgment for the sum of one dollar damage and nineteen + 53/100 Dollars costs lately rendered against him the said Michael Kuhn by John Kelly a Justice of the peace in and for said County of Union in a certain action then pending before him, wherein the said John Geer was plaintiff and the said Michael Kuhn was defendant. Now if the said Michael Kuhn shall well and truly pay all the costs and charges which have accrued or which may accrue in the prosecution of said writ of certiorari together with the amount of any Judgment that may be rendered against the said Michael Kuhn on the further trial of said cause after the said Judgment of the said Justice of the peace shall have been reversed or set aside, then this obligation shall be void otherwise in full force and virtue in Law

Witnesses of
A Hall
J B Johnson

Wingfield Rist (Seal)
his
Peter × Snider (Seal)
mark

Michael Kuhn
vs } Certiorari
John Gee

Notice

Served by Certified
Copy Feb 24 1842
W M Stutz Shff

Serv 35
Mile 25
Copy 10
70

Filed Feb. 28. 1842
James H Gill Clerk

To John Gee

You are hereby notified that at my instance a writ of Certiorari has been allowed and issued to remove into the Court of Common Pleas of Union County a Judgment rendered against me and in your favour on the 12th day of Feby 1842 by John Jolley a Justice of the Peace in & for Darby Township & County aforesaid for the sum of one dollar damages and nineteen dollars 59½ cent Costs and that at the next April term of said Court I shall pray a reversal of said Judgment.

Feby 23d 1842. Michael Kuhn

Union Com. Pleas

Michael Kuhn

v } Quit-Claim

John Geer

Served by Certified Copy
Feb 24. 1842
W M Stutz Shff

Serv — 35
Mile — 45
Copy 15
$1 95

Filed Feb. 28. 1842.
James H. Gill Clerk

The State of Ohio Union County ss

To John Jolly Esqr a Justice of the peace within and for the Township of Darby in the County aforesaid Greeting

We command you that a certified Transcript of the Record and proceedings of a certain Suit lately pending before you wherein John Gee was plaintiff and Michael Ehrhu was defendant. and wherein you on the 12th day of February 1862 rendered a Judgment for the sum of one dollar damage and the sum of nineteen 53/100 Dollars costs in favor of the said John Gee and against the said Michael Ehrhu with all things touching the same as fully as the same are now before you, you send sealed and enclosed with this writ to our Court of Common Pleas within and for said County on the first day of their next Term

Witness James H. Gill Clerk of said Court this 21st day of Feb. 1862.

Jas. H. Gill Clerk

In Union Common Pleas

Michael Kuhn

ads

John Beer

Assignment of Errors

Filed Apl 25, 1842
Jas. H. Gill Clk

Hall for Plff

Certiorari

Michael Kuhn
vs.
John Geer

In Union County Court of Common Pleas To April Term AD 1842

And the said Michael Kuhn comes and says that there is error in the record and proceedings aforesaid in the court.

1st The court erred in deciding that said contract bound said Kuhn to labor until March 1842.

2nd The court erred in deciding that said contract was executed for any other purpose than for the protection of Geer as to price from week to week

3d The court erred in deciding that Geer could recover damage in the absence of all proof that he had sustained damage

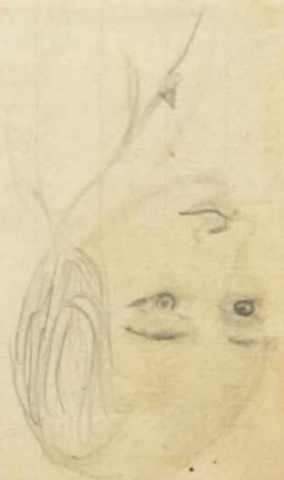
4th The court erred in refusing to grant a nonsuit on motion

5th Said contract contains no covenant on the part of Kuhn except to charge no more than forty cent per week while he did labor and therefore the court erred in deciding adversely

6th Judgment should have been for defendant and not for plaintiff

A. Wade Atty for
Michael Kuhn

James H. Gill Clerk of
Court of Common Pleas Union
County Ohio



Union County, Ohio

Michael Kahn
vs
Jesse Fees

Filed this 25 day 1826
Jas. H. Gill Clerk
Continued

(Recorded, Book 4,
Page 112.

Parties 1842	Judgment on Trial or Confession	34th

John Geer
Plantiff
vs
Michael Kuhn
Defendant
Damage $12.00

Summons Issued Jan. 26th 1842. Trial to be 2nd Feb. 1842 at 10 Oclock A.M

Justis fees

Summons	$00.12½
Subponea for 6 Witnes For Plantiff	00.32½
Defendant 2 Witnesses M. Gooding & Young Fencil Near Bishops	$00.08
	.53½
Febr 2nd Subponea for 3 Witnesses	20½
Vinere for Jury	25
	.98½
Febr 2nd 1842 the Parties appeared & Defent. Moved for a Jury which was agreed to by Plantiff & adjourned untill the 12th Instant at 10 Oclock A.M.	
adjournment and above	10
	$1,08½
Febr 7th 1842. Vinere Returned Served by Reading to all the Jury	
for Service	60
Mileage	45
	$1.05

D. Mitchell Const.

Suit Brought on account (Viz) Jan. 26th 1842 Michael Kuhn Dr to John Geer in Damage Failing to Work one Month and one half Month ~~Work~~ according to Contract to the amount of Twelve Dollars

Signed John Geer

Jan. 28th 1842. Summons Returned Served by Reading to Defendant Const. fees Serving 00.10 Cts Mileage 25 — 35

Daniel Mitchell Const.

Subponea Returned 28th Jan. 1842 Served (Viz)

John B. Bishop by Reading	$00.10
Philip Snider by Reading	00.10
George Ruhl by Coppy	00.12½
Conrad Whiteman by Coppy	00.12½
George Gunderman by Reading	00.10
M. Gooding by Reading	00.10
Lawrance Turner by Coppy	00.12½
George Fencil by Coppy	00.12½
	.90
Mileage for all the Witnesses	50
	1.40
Daniel Mitchell on Summons Const.	35
	$1.75

Febr 2nd 1842. Witnesses for Plantiff. Philip Snider John B. Bishop, George Gunderman, Conrad Whiteman, George Ruhl, Lawrance Turner — & he ordered Subponea for John Delp —: Defendants Witnesses. M. Gooding George Fencil & ordered Subponea for John G Fencil & M. Gooding. Not Preasent

For Plantiff				
John B. Bishop	1st Trial	$00.50	2nd Trial	$00.50
Philip Snider	Do	.50	Do	.50
George Ruhl	Do	.50	Do	.50
Conrad Whiteman	Do	.50	Do	.50
George Gunderman	Do	.50	Do	.50
Lawrance Turner	Do	.50	Do	.50
		$3.00		
John Delp			Do	.50
Leonard Geer not Subponea'd but			Do	.50
				$4.00
				3.00
				7.00
George Fencil for Deft. 1st		00.50	Do	.50
M. Gooding			Do	.50
John G Fencil			Do	.50
Sixtus Kendal & Henry Snider not Subponea'd & both Sworn 2nd Trial				1.00
				9.50
				.50
Total Witnesses fees				$10.00

Case of J. Geer & M. Fuhn

Continued from Page 34th Febr 2nd 1842 Issued Subpoena for John Delp for Plantiff & M. Gooding ~~for Deft.~~ & John G. Fensil for Deft. Febr 7th Subpoe returned Served by Coppy on M. Gooding & by Do J. G. Fensil & on John Delp by reading: Const fees for Service by 2 Coppies — 25
by reading to 1 — 10
Mileage — 75
D. Mitchell Const. $1.10

Jury fees (Viz)
John W. Robinson 50 cts
Wm M. Robinson .. 50
Samuel Sager .. 50
Elias Jolley ... 50
Windle Brown .. 50
C. Rathbun .. 50
Plantiff Paid $3.00

Const. fees attending on Jury — 00.50
$5.50
Cost. fees above 3.90
Const & Jury fee $7.40
Witness fees
Philip Snider $1.00
J. B. Bishop .. 1.00
G. Gunderman 1.00
C. Whiteman 1.00
G. Ruhl — 1.00
L. Turner .. 1.00
J. Delp ... 50
L. Geer .. 50
for Plantiff — $7.00

for Defendant
G. Fensil $1.00
M. Gooding .. 50
J. G. Fensil .. 50
S. Hendal .. 50
Henry Snider 50
$3.00
$7.00
$10.00

Vinere Issued Febr 2nd 1842 for 6 Jurors (Viz) John W. Robinson, Charles Rathbun, John Brown Samuel Sager, Wm M. Robinson, & Elias Jolley, To appear at this office to Serve as Jurors in the Case of John Geer & Michael Fuhn on the 12th day of Febr A. D. 1842 — Febr 12th 1842. the Jury all appeared Except John Brown, he being Sick, is Excused & Windle Brown Taken by the Const. D. Mitchell, to fill the Vacancy & the Parties being Satisfyed therewith — the Jury being Sworn according to Law. & then the Witnesses being all Called & Sworn, accordingly Proceded to Trial and after Witnesses Subponaed being Called & Sworn Plantiff, Moved that Leonard Geer be Sworn as a Witness, which was done & Defendant moved That Sixtus Hendal & Henry Snider be Sworn as Witnesses Which was done, and after Pleadings by Curry & Hall the Jury Was Conducted by Const. Daniel Mitchell to a Place by themselves, and after Delebrating on the Matter they returned With their (Viz)

John Geer
vs
Michael Fuhn

We the Jury in the above Case do Consider that Plantiff recover of the Defendant one Dollars Damage & Costs. Signed John W. Robinson, Wm M. Robinson, Samuel Sager, Elias Jolley, Windle Brown & C. Rathbun — Whereupon Judgment Was Entered accordingly on Docket by me John Jolley J. P. [Seal]

Parties 1842	Judgment on Trial on Confession	36th

Justis fees on Page 34 $1.08½
Swearing 6 Jurors 24
Do 13 Witnesses 52
Do 1 Interpeter 4
for Entering Judgment on Verdict of Jury 25 $2.13½
Witnesses fees 10.00
Const. fees 4.40
Jury fees 3.00 $19.53½
Damage 1.00 20.53½
~~Feb 24th~~
~~Execution~~ Transcript at Deft's Request Which he Paid 00.31
Febr 24th Execution Issued by Order of Plantiff 25 $20.53½ $20.78½
Febr 25th Execution returned money made in full $20.78½
Const. fees Percentage 80
Mileage 25
Retaining fees $1.05
Wm Orr. Const.
Return Febr 25th 1842 at 8 Oclock A.M.
Same Day 5th after 8 Received by Samuel Patch a copy of a Writ of Certiorari Signed W.W. Steel Sheriff 45 Minutes after 9 Oclock Defendant Produced Order from James H. Gill to recall the Execution & in Obedience to Sd Writ Have Stayed Proceeding

John Jolley. J.P.

A. Hall Deft. atty. filed an Exception (Viz)

John Geer vs Michael Fluhn } on trial of this Case the Plantiff offered in Evidence an agreement in Witness in the German Language of which the following was by a Sworn Interpeter Proven to be a Coppy

Agreement between John Geer & Michael Fluhn. John Geer Promises to Michael Fluhn Forty Cents a week for Work this Winter till March 1842 ... Oct. 19th 1841

John Geer
Michael Fluhn

Plff. then Introduced other Evidence to Show that Deft. had Left Plff. Since before the Expiration of the time March 1842 and Rested. Defendant then Moved the Court for a Nonsuit because the Contract did not bind Defendant to Labour any Length of time, that Sd Contract was taken for the (* not Exception * this is as I Can Coppy) Geer as to Price & That the Contract Contained no Covenant on the Part of Deft Binding to Labour untill march 1842 — the Court decided that the Contract bound Deft. to Labour till march 1842, & Over ruled the motion. Deft. Excepted

John Jolley. J.P.

and after the Pleadings through A. Hall atty for Deft. filed a notter Exception (Viz)

John Geer vs Michael Fluhn } the Deft asked the Court to Instruct the Jury that if the Plantiff Claims Damage he must Show by Testimony before the Jury in hot amount of Damage he has Sustained and if he fails to Show Specifically Some Damage this action Cannot be Sustained and the Verdict in absence of Such Proof Should be for the Deft. the Court Refused So to Instruct but Decided Contrarily the Deft. Excepted & Prayed the Court to Sign & Seal this Exception...

John Jolley. J.P.

April 25rd A.D. 1842

and in Obedience to the Writ of Certiarari to Send a Transcript of the Proceeding in the Case of John Geer & Michael Fluhn This is as true Coppy as I am able to Give & I do Verily believe it to be Correct

Justis fees for this Coppy or Transcript $00.31¼ } John Jolley. J.P. (Seal)

Minr Com pleas

Mich: Suhm

vs } writ of certiorari

John Scar

The State of Ohio Union County ss

To John Jolly Esqr a Justice of the peace within & for the township of Darby in the County aforesaid Greeting

We Command you that a Certified Transcript of the Record and proceedings of a certain suit lately pending before you wherein John Geer was plaintiff and Michael Kuhn was defendant and wherein you on the 12th day of February 1842 rendered a judgement for the sum of one dollar damage and the sum of nineteen 53/100 dollars costs in favor of the said Geer & against the said Michael Kuhn with all things touching the same as fully as the same are now before you, you send sealed and Enclosed with this writ to our Court of Common pleas within & for said County on the first day of their next term. Witness James H Gill Clerk of said Court this 21st day of February 1842 James H Gill Clerk

(S.S.)

A true Copy of the Original Writ

Wm W Stock Sheriff

agreement between
John Geer &
Michael Kuhn

Kuhn & Geer Salesc
ver 1842. Recd

Vertrag zwischen Johann Gnes
und Michael Lui. Gnes
wegen der Michael Lüchs
einen Gallen Bey die Wohnung
von diesen Wolnder zu schaffen
bis zum Martz 1842. Johann Gnes
geschen den 19 October 1841 Michael Lüchs
den 18 Januar ist Michael
Lüchs weggegangen 1842

Duch Star Maker Insurance in Milford at William Ecc

John Gear
account on
Michael Kuhn
$18.00

Jan: 26th 1842 Michael Kuhn Dr to John Geer

in Damage failing to Work one Month and one half month according

to Contract to the amount of Twelve Dollars

Jofane Geer

Civil/Domestic Case File

Case No. 1842-CV-0003

No. 42-cv-3

Union Common Pleas Court.

Solomon Wait
Plaintiff,

AGAINST

Othias M Kennedy
Defendant.

APR 1843

nonsuited

No Record.

Journal 3 Page 98

Record No. Page

Ex. Doc. Page

Keith
Kennedy
Bill

Filed March 8. 1842
Jas. H. Lewellen

Solomon Wait

To Othias Hemady Dr

1811 Dec 10th	To 1 Drink of Liquor	" 06¼
" Dec 16th	To 1 " " "	" 06¼
" " "	" To 2 Meals one for Williams	25
	one for payne	25
" " 18th	To 1 Drink Liquor	06¼
" " 22d	To Dinner for Williams	25
	To boarding from Dec 6th up to this time 2 weeks @ 1,25	2,50
		3,43¾

Salloman Mait } for a plea of debt on book account
vs } January 24th 1842 Subpoenas
Othias M. Kendall } is ued for defendant & subpoenas
} for the following persons for the plaintiff

Sheldon Smith John Morrow Handish Colvin
Lathrop Keyon Andrew Keys for defendant
Enoch Burrows Rufus D Thrall Harris Ballow
returnable on the 24 instant at 10 o'clock A.M. put
in to the hands of Samuel Dee Constable fees ~~70~~ .70
January 24th the above possy retund executed & ~~fees~~ .60
the above named persons attended and the parties appeared
by their Counsel and the above named Witnesses attended
on motion of the plaintiff the case was adjourned to the 2nd day
of February next at 10 o'clock A.M. at the plaintiffs cost
amount in to $4.47½ cts which was paid by plaintiff

Subpoenas were issued for the following persons
and were executed by Samuel Dee Constable as follows

for plaintiff	for defendant
John Morrow	Enoch Burrows
Lathrop Keyon	Rufus D Thrall
Silvester Smith	Francis Sheldon
Sheldon Smith	
Handish Colvin	
Andrew Keys	
Horrice Ballow	

February 2nd 1842

the above process were returned by Samuel Dee Constable executed with the following fees as taxed in the following bill on the other side of the leaf

Salloman Mait
vs
Othias M. Kendall
Filed Jan 26 1842
Wm A. Gillette

February 2nd 1842

The parties appeared by there Counsel Avery for the plaintiff & Cole for defendent & declared ready for trial the following persons were sworn and gave testamony in the Case all under subpoenas

	Names	fees	Constables fees	Justice fees	
Plaintiffs	Silvester Smith	50	35	12½	Summons
	Sheldon Smith	50	35	50	four subpoenas
	Andrew Keys	50	35	32½	" " for six
	John Morrow	50		44	swearing 10 Wit.s plaintiffs
	Standish Colver by deposition	50		2 5	Judgement
	Lathrop Kazen	50		3 1½	transcript
Defendant	Enoch Burrus	50		2 5	bond
	Rufus D. Throll	50		£2.2 0½	
				5 6½	Keys for transcript
	Harris Ballou	50	97½	1 6	" Colvers deposition
	Thomas S Holden	50	35	2 7 2½	Constables fees
	5 summons for Defendant	50 0	2.37½ 35	5.00	Witness fees
			2.72½	10.64¾	total amount

After hearing the testamony in the Case and the argument of the Counsel & Carefully examining the same it is considered that the plaintiff recover of the defendant the sum of two dollars & fifty two Cents & Cost of suit based at ten dollars & Eighteen Cents

William B Irwin J.P.

February 4th 1842 defendant tooken appeal and gave Bond with O. C. Kennedy for Cost and this transcript is ment

William B Irwin J.P.

February 7th 1842 I Certify the above to be a correct transcript of the proceedings in the above Case before me

William B. Irwin J.P.

Union Common Pleas:

Solomon Wait,
vs. Narr.
Thomas M. Kennedy

Filed June 7th 1842
Jas. H. Gill Clerk

Cost bill made
without recording

1842

Union County Ss. } Court of Common Pleas,
April Term A. D. 1842.

This Case comes into Court by appeal from the docket of a Justice of the peace, and thereupon Solomon Wait Complains of Othias M. Kennedy for that whereas the said Othias M. Kennedy on the 15th day of January 1842, at the County of Union Ohio was indebted to the said Solomon Wait, in ~~Thirty~~ ninety nine 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 Ninety Nine dollars 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 Ninety Nine Dollars for Money then and there lent by the plaintiff to the defendant at his request:

And in Ninety Nine Dollars for Money then and there paid by the plaintiff for the use of the Defendant, at his request.

And whereas the defendant afterwards, on the 20th day of January 1842, in Consideration of the premises, then and there promised to pay the said several sums of Money to the plaintiff on request; yet 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 Ninety Nine Dollars; & thereupon he sues, &c.

By Otway Curry
his Atty.

Union Com Pleas

Othias M Kennally
vs } Plea
Solomon Hart

Filed June 11. 1862
Sat. H. Gewble

per W Beale

Thias M Kennady
vs
Solomon Barat

Pinion Common Pleas
In April Term 1842

And the said Thias now comes and defends &c And says that he did not assume and promise in manner and form as the said Solomon hath above declared against him. & of this he puts himself upon the Country. And the ~~the~~ said Solomon doth the like &c

By P B Cooke atty for Deft

The plaintiff will take notice that the Deft. on trial of this cause, will give in evidence and insist that the plaintiff at the commencement of this action was & still is indebted to the defendant, in the sum of one hundred dollars, for boarding and lodging with the defendant. And also in the sum of one hundred dollars for money found to be due from plaff to Deft on an account stated between them And also in the sum of one hundred dollars for goods sold & delivered - money lent, had & received for the use of the plaintiff - And also in the sum of one hundred dollars for work & labor done by Deft for plaintiff his request. And that Defendant will set off on said trial so much of said several sums of money so due and arising as aforesaid, against any demand by the plaintiff to be proven on said trial as will be sufficient to satisfy & discharge said demand. And ask also that a judgement against the plaintiff for the balance of said several sums of money due to said Deft according to the form of the statute in such cases made & provided

P B Cooke atty for Deft

Appeal
Bond
Mart
vs
Kenady

Sollomon Wait } In this Case I Oliver Kenedy
vs do acknowledge my self Bail
Ottiers Kenedy for Ottiers Kenedey in the sum
of fifty dollors to be leved on my
goods & chattles lands and tenements in Case the
sd Ottiers Kenedy shall be condemned in the ac
tion and shall fail to pay the condemnation
Money and the Cost that have accrued and that may
accrue ~~and~~ in the Court of Common Pleas
Witness signed and acknowledged this 7th day of
February 1844 O. C. Kennedy
before me William B Irwin justice of the peace

Wait
vs.
Kennady.

Affidavit.

Filed Nov. 10, 1842.
John Cassil, Clk.

Petit jury in the case of

Solomon Wait
vs
Othias M Kennady } In Union Common Pleas

Wilson Reed being duly sworn says that Solomon Wait boarded with him the latter part of the time he resided in this County. That said Wait has removed from this County taking with him his property — and with the avowed intention not to return here to live. He has now been absent ~~about~~ one month or more

Wilson Reed

Sworn and subscribed this 9th Nov 1842 before me John Cozil Clerk pro tem

Filed Aug. 4. 1842
Jas H Gillespie Clk

Solomon Hart
vs
J M Kennady

Issue also for R D Thrall
Horace G Ballou Thomas S Holdon
and Enoch Burroughs Defendants
witnesses

August 4th 1842

J M Cole atty for Deft

Judgment Rendered on the within
Dec 22d 1841 A Keyes J P

Filed Apr 26. 1842
Ad. A. Lee Clk

Solomon Wait

To H. C. Kennedy Dr

March 5th 1811	To	2 Drinks Liquor	12½
23rd " 24 "		2 Drinks " "	12½
April 3 " "		2 Drinks whiskey 1 pt Beer	12½
23rd " "		1 pt Whiskey 37½	12½
27th 29 " "		1 " " " "	12½
June 4th 4 " "		1 pt Beer	06¼
5th " "		1 " " "	06¼
August 9th 10 "		8 Drinks Brandy 6¼	50
11th " "		2 " " Whiskey	12½
21st 22 "		1 pt Whiskey	12½
24th "		1 Drink Liquor for Walke	6¼
Sept 2nd "		3 Drinks Monongahela	18¾
4th "		To boarding 2 weeks at 1,25	33,75
Oct 2nd "		2 Drinks Gin 6¼	12½
" " "		2 " " Whiskey	12½
8 9		5 drinks Liquor 8¼ 9 Dinners, 50	81¼
20 to 21		To boarding hada 3 days	62½
23 24		To 8 Stews 6¼	50
Nov 4th		To 1 Drink Liquor	6¼
5th		To 18 Drinks Liquor	1,12½
13th 15		To 2 Drinks Brandy	12½
15th 17		To 1 Drink Gin	06¼
27th 28		1 Drink Brandy	06¼
30th Dec 1		" 1 Drink Gin	06¼
Dec 6th		To Boarding up to this date 13 weeks 1,25	16,25
			$53,44¾

Filed March 8. 1842
Pad H Lett Clk

E Whites
Bill

Due to Henrady on Bond from Wood
ten Dollars twenty Cents June 22 1868

1111

Brought Over from first Page	59	97¼
April the 10th to 1 Chord wood	1.	00
13th to 1 pare shoes for John Hutchison	2.	00
14th to 12 pare upper Leather Slippers	7.	50
23d to 1 pare pumps for wife	1.	50
24th to 1 pare pumps for Self	1.	75
May the 25th to 1 pare pumps for wife	1.	50
June the 3d to 1 pare pumps for hired girl	1.	50
	16.	75
	59	97
	$ 76	72
	17	62
	94	34

December the 9th 1841		
to paid Standish Culver	4.	25
to paid John Morrow for wood	2.	00
Dr to Cash	2.	00
Dr to paid Lathrop Kazar		50
to paid Sheldon Smith for Beef	4	87½
to 12 Chord wood		50
	$ 17	62½

1.6
3
3.60
2.00

Settled Dec 26, 1841
Jas Hutchinson
Matts Bill

July the 3d 1840

S. Watts account against Ethias Kennady

July the 3d paid Harold	1.	00
July the 24th to 1 pare pumps self	1.	75
August the 3th to 1 pare pumps wife	1.	50
5th to 1 pare pumps for hired girl	1.	50
Oct 22nd to order on Thomas Holden for flour	6.	50
to paid D H Silver	3.	50
to 1 pare Boots self	6.	50
to paid Oliver Seignior Kennady	6.	00
to 1 pare Boots pr John Hutchison	4.	00
to mending Shoes pr wife		19
Novembel the 3d to pare Lace Boots pr wife	2.	50
4th to 1 pare pumps self	1.	50
6th to mending Boots self		75
16th to mending Boots pr Martin Kimbal		50
19th to mending Shoes pr hired girl		12½
22d to mending pump to same		6¼
30th to 1 kettle	1.	00
December the 12th to 1 pare Bootes pr hired girl	2.	50
14th 1 pare Bootes pr hired girl	2.	50
16th to mending Boots pr hired Mann		50
to paid Oliver Lochwood	2.	75
19th to order on Holden for flower	2.	16
to making 1 pare shoes Shoes for pry Monroe	1.	00
January the 4th to Mending Bootes for hired girl		50
19th to mending Boots for wife		12½
24th to paid Benjamine Lyon	2.	25
Febuary the 4th to mending Bootes for hired girl		25
March the 12th to mending Bootes for wife		18¾
12th to mending Bootes for hired girl		50
16th to mending Boots self		50
to paied John Morrow for wood	5.	00
26th to mending Boots for wife		37½

Union Common Pleas.

Solomon Wait
vs.
O. M. Kennedy.

Witnesses.

Served by Reading to Stanislaus Colver by Copy on Sheldon Smith Sylvester Smith Lathrop Rogers Oct 31. 1842 & by Copy on John Morrow Oct 31. 1842 W W Steele Sheff

Serv	75
Mile	90
Copy	40
	205

Filed Nov. 2, 1842.
John Cassil, Clerk
per Tim

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Sylvester Smith Sheldon Smith Andr: Reyes John Morrow Handish Colver & Lathrop Kazar

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

John Cassil, pro tem

Witness ~~James H. Gill~~, *Clerk of our said Court, at the Court-house aforesaid, this* 31st *day of* October *A. D.* 1842

John Cassil, *Clerk.* pro tem

State of Ohio Union County ss

I do hereby certify that the within is a true and accurate transcript of the proceedings had by and before me on the within case and that the Within enclosed Bill of Particulars of P C Kenady Pla is the same had on trial and that of Solomon Wert is the minutes which I took down from his book as he was testifying to his book account Given Under my hand this 25th day of Jany 1842

Andrew Keyes J P

Union Com Pleas

P. C. Kenady Pla

vs

Solomon Wert

Filed Jan 25. 1842

A. D. Hilliard Clerk

Keys

Evens

Crist

Oliver C Kennady and Othias M Kennady Partners in trade Under the name and firm of O C Kennady & Co

vs

Solomon Wait

Action of debt Brought on account items amount to $55,44¾ as per bill of particulars filed Dec 18th 1841 Dec. 18th 1841 a summons was issued and delivered to Samuel Dee Constable for the appearance of the defendant on the 22 inst. at 10 O Clock A M at the instance of the plantiff a supoena was issued for R D Thrall E Burrows & Othias M Kenady & Forest Doolittle Dec. 22d 1841 10 O Clock A M Constable returned the summons endorsed Served to the within named defendant by reading Dec 18th 1841 fees 15 cents S Dee Const. Supoena returned endorsed served by reading to the within witnesses Dec 18th 1841 fees 45 cents S Dee Const. At the instance of the defendant a supoena was issued for I Fairfield S Payne & I C Reed witnesses which was returned by Elias Topliff Const fees 41 cents The parties appeared and R D Thrall Enoch Burrows Othias Kenady Isiah Williams were sworn and examined as witnesses on the part of the plantiff ~~and examined~~ and I Fairfield S Payne I C Reed Lathrop Kozar James Johnson were sworn and examined on the part of the defendant and trial was had and I do find the Claim of the plantiff to be $55,44 and that of the defendant to be $40 27 leaving a balance due the plantiff of $15,17 it is therefore considered by me that the plantiff recover of the defendant the sum of Fifteen dollars and seventeen cents herein taxed at two dollars & sixty three cents

Plantiffs Costs	
summons	12½
sub for 4 Wt	25
2 Wt sub.	100
1 Wt Cald	25
swearing 4 Wt	16
Docket fee	25
	2.03½
Court fees	60
Def. Costs	
sub. for 1 Wt	20
3 Wt sub.	150
2 Wt Cald	50
swearing 6 Wt	24
Court fees	41
Tot	10.
Bail bond	25

Solomon Wait and costs of suit

In the above suit of Oliver C Kennady and Othias M Kenady partners in trade under the name and firm of O C Kennady & Co against Solomon Wait We Jacob Fairfield & Elias Topliff acknowledge ourselves bail for Solomon Wait for the stay of execution in the sum of twenty five dollars to be levied on our goods Chattels lands and tenements in case the said Solomon Wait fails to make payment of the sum for which Judgment is rendered in said suit with the interest and costs and costs that may accrue &

A Hugh J P

Jacob Fairfield

Taken Signed and acknowledged before me this 25 day of Dec 1841

Received three dollars on the above O C Kennady & Co

Elias Topliff

Union Common Pleas

Solomon Wait

vs } Sub.

C. M. Kennady

Served by reading to C. Burroughs R. L. Strait Thos A Holden Aug 5. 1842 Horace Ballou Aug 18 1842 M M Stoll Stuff

Serv	50
Mile	25
	75

Filed Aug. 26. 1842

James H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon R. D. Thrall Horace Ballar Thomas S. Holden & Enoch Burrows

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ second day of next Term, to testify and the truth to speak on behalf of Elias M. Kennady

in a certain matter in controversy in our said Court depending: wherein Solomon Wait is plaintiff, and Said Kennady is defendant.

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

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 4th day of August A. D. 1842

James H. Gill CLERK.

Union Common Pleas.

Solomon Kait
vs.
O. M. Kennady.

Sub. for Witnesses.

Served by reading to
Wm S. Holden R. L.
Thrall & E. Burroughs
Nov. 5. by copy to H.
Ballou Nov 7 1842
W. N. Steele Sheff

Fee 50
Mile - 35
Copy 10
95

Filed Nov 8th 1842
John Capsil Clerk
pro tem

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon R. D. Thrall, H. G. Ballou, Thomas S. Holden, and Enoch Burrows,

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

John Cassil, pro tem.

Witness ~~James H. Gill~~, *Clerk of our said Court, at the Court-house aforesaid, this* 3d *day of* November, *A. D.* 1842.

John Cassil, *Clerk, pro tem.*

Paid D Burnham for beef

3793
285
4078

Judgment Rendered on the within Decr 22d 1841
a Solomon White Bill of Particulars

A Keys J P

Judgmt 40,27

536
400
492
1428

492
536
400
1428

961
466
867

874
48
18
741
296

768
617
874
499
296
197

318
53
265
31
334

90/40
50
17

Solomon Wait Dr to Lifes

July	to mending shoes for I Hatch	12½
11	to 1 pr pumps Father wife	150
13	to mending pumps for Hatch	37½
21	to making pumps for wife	75
	to Soleatter for same	50
30	to 1 pr pumps himself	1 75
+	Paid I Payne	2 75
		8 25
aug 13		
Sept	mending shoes for Nancy	12½
29	mending " "	12½
Oct 1st	10 lbs Candles	2 80
+	Paid I C Reed	2 00
Oct 7 +	making Boots for Thrall	3 06½
8	mending Bootees for wife	37½
+	Paid L Kazar	84 874 (3 00)
16	mending for Thrall	44½
29	making shoes self one letter	1 50
Nov 1st +	making Boots for I Johnson	2 00
+	Bottoms for same	62½
10	one pr pumps for wife	2 00
17	mending Bootees for girl	62½
+ Dec 1st	Cork	100
		37 93

State of Ohio Union County ss

Standish Colver being duly sworn according to law
Deposes and says

that an agreement between him & Watt and O M Kenady
that he should let said Kenady have $8.25 in flour and
charge the same to said watt said Kenady sent and got
$4.25 worth of flour said Kenady tendered him the money
for what flour he had got about Dec 10th 1841

Colver would not take the money because of the aforesaid agreement

Standish Colver

Sworn to and subscribed before me this 2d day
of Feby 1842 Andrew Kerr J P

Wart
Wm
Kennedy

Colliers Deposition

Deft will object to this paper being offered in evidence in the court of common Pleas, on the trial of this cause. 1st Because of its informality in general 2dly he wants proper to have the witness come into Court and give testimony. (he being in the County and able to attend) This Deposition having been taken because the witness was then sick

August 25th 1842

Pltiffs exp for
Deft

Mun Com pleas

Solomon Wait

vs } Att

O. M. Kennady

Served by reading to
And Keyes Aug 17 –
to Shelda Smith Stand
=ish Colver John Morrow
& by Copy on J. Johnson
~~Aug~~ 18. & Sylvester
Smith Aug 18. & by
Copy on A A Williams
Aug 20. S Razor
not found

W W Steele Sheff

Serv 1.00
Mile .65
Copies .30
Filed Aug 26. 1856 1.95
Leo H Rew Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Sylvester Smith Sheldon Smith Andrew Keyes John Morrow Standish Colver Lathrop Hazor James Johnson & Amos A Williams

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ Second day of next term, to testify and the truth to speak on behalf of

Solomon Wait

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

plaintiff, and

Othniel N Kennady is

defendant.

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

Witness James H. Gill, Clerk of said court at the court house aforesaid, this 15 day of August A. D. 1842.

James H Gill CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0004

Civil/Domestic Case File
Case No. 1842-CV-0005

No. [illegible]

Union Common Pleas.

STATE OF OHIO

against

Thornton Park

Defendant.

APR TERM. 1842

Journal No. 3 *Page* 23

Record No. No Record. *Page*

Ex. Doc. *Page*

Union Com Pleas

Thomas Park

vs Writ of ser

State of Ohio

Served by certified Copy
Apl. 1st 1842.
Wm W Steele Shff

Serv 35
Mile 25
Copy 15
75

Filed April 1. 1842
Jas. A. Gillett Clk

Served by leaving the writ
with A Keyes Esqr Apl 7. 1842
W Steel Shff

Serv 35
Mile 25

Filed Apl 26. 1842
Jas A Gillett Clk

The State of Ohio Union County ss

To Andrew Hayes Esq a Justice of the peace within & for the Township of Union & County aforesaid Greeting

We command you that a certified Transcript of the Record and proceedings of a certain suit lately pending before you wherein The State of Ohio was plaintiff and Thornton Parke was defendant and wherein you on the 18th day of March 1842 rendered a judgment for the sum of Ten dollars fine and three dollars ~~damages~~ costs with all things touching the same as fully as the same are now before you, you send, sealed and enclosed with this writ to our Court of Common Pleas within and for said County of Union on the first day of next term or before

Witness James H. Gill Clerk of said Court this 28. day of March 1842

James H. Gill Clerk

Union Com. Pleas

Thornton Parke

v Z Bond

State of Ohio

Filed March 28. 1842

Jas. H. Gillespie

Know all men by these presents that we Thornton Parke and David Parke of the County of Union and State of Ohio are held and firmly bound unto the State of Ohio in the sum of Seventy five Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators firmly with our seals and dated this 28th day of March A.D. 1842

The condition of the above obligation is such that whereas the said Thornton Parke hath this day obtained an allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union a certain Judgment for the sum of ten dollars fine & three dollars costs lately rendered against the said Thornton Parke by Andrew Reyes a Justice of the peace within and for the said County of Union in a certain action then pending before him wherein the State of Ohio was Pltff and said Thornton Parke was Deft Now if the said Thornton Parke shall well and truly pay all costs and charges which have accrued or which may accrue in the prosecuting of said writ of certiorari and abide the order of Court on the further hearing of said cause after the said Judgment of said J.P. shall have been set aside or reversed then this obligation shall be void otherwise in full force and virtue in Law

Approved March 28. 1842
by me Jas. H. Gill Clerk

Thornton Parke (Seal)
David Parke (Seal)

AFFIDAVIT WHEREON TO ISSUE A STATE WARRANT.

THE STATE OF OHIO, Union COUNTY, SS.

Before me, Andrew Reyes *one of the Justices of the Peace, in and for said county, personally came* Virginia Walke *who being duly sworn according to law, deposeth and saith, that on or about the* 18th *day of* March *at the county of* Union Thornton Parke in the public road near Mitchens assaulted her with intent to commit a rape on she the said Virginia Walke does verily believe

and this deponent does verily believe that Thornton Parke is *guilty of the act charged,*

and further this deponent saith not. Virginia Walke

Sworn to and subscribed before me, at the county aforesaid, this 18th day of March A. D. 1874

Andrew Reyes *Justice of the Peace.*

Scott & Wright, Printers.....Columbus, Ohio.

And the said Thornton Parke comes and says that there is Error in the proceedings aforesaid in this

The court assessed a fine against defendant whereas in truth & in fact the Stat. does not authorize a justice of the peace to assess a fine in such case on plea of not guilty but must discharge or recognize

A Hall Atty
for Deft

A action a writ of Certiorari to issue in this case upon defendant being given according to law

March 28th 1840

Thos Stevens
Associate Judge

Filed March 28, 1840
Jas. H. Lee Clerk

The State of Ohio
vs
Thornton Parke } March 18th 1842 This day
came Virginia Walke and
made oath that one Thornton Parke assaulted
her the said Virginia Walke in the public
~~high way~~ road near the town of Milford
with intent to commit a rape as she verily
believes took her affadavit therefor thereupon
I issued a Warrant against said Thornton
Parke and delivered the same to Samuel
Dee Constable March 18th 1842 Warrant returned
with the body of the defendant endorsed I have
the body of the within named Thornton Parke
Now before you for 30cts S Dee Const
a Supoena issued for Polly Munroe Witness on
the part of the State which was served forth
with by S Dee Const for 30cts
Whereupon I examined Virginia Walke & Polly
Munroe as Witnesses on the part of the State under oath
and I do find the said defendant Thornton
Parke Guilty of an assault it is therefore
Considered by me that the state of Ohio recover
of defendant ~~for~~ Thornton Parke the sum of Ten
dollars and costs of suit herein taxed at
three dollars affadavit 25 Warrant 25 Docket fee 25
Const fees on warrant 30 on supoena 20 att at Const 75 & Wt 100
State of Ohio Union County ss
I do hereby certify the foregoing to be a true and
accurate transcript of the proceedings had by and
before me in the above Cause
Andrew Reyer J.P.

Transcript
Ohio
vs
Porter

Filed Apl 26. 1862
Jas Hall Clerk

Thornton Park
vs
The State of Ohio

And now comes the said Thornton and says that there is error in the record and proceedings aforesaid in this court

1st Upon a plea of not Guilty the Court had no authority to assess a fine

2. The Court had no authority to try the case and assess a fine without a plea of Guilty which does not appear but on the contrary the verdict & Judgment seems to be the result of the finding of the Court upon the plea of not Guilty

J Hall atty
for Park

State of Ohio
vs
Thornton Parke

affadavit	25
Warrant	25
docket fee	25
Cert fees on Warrant	30
" on supoena	20
" att of Court	75
1 Wit	100
	3,00

March 18th 1842 This day came virginia Walbe and made ~~affadavit~~ oath that one Thornton Parke assaulted her the said virginia Walbe in the Public road near the town of Milford with intent to commit a rape as she verily believes took her affadavit therefor Thereupon issued a Warrant against said Thornton Parke and delivered the same to Samuel Dee Constable March 18th 1842 Warrant returned with the body of the defendant endorsed I have the body of the within named Thornton Parke now before you for 30cts S Dee Cert

as supoena issued for Polly Monroe & virginia Walbe Witnesses which was served forth with by S Dee Cert fees

Whereupon I examined virginia Walbe and Polly Monroe as witnesses on the part of the State under oath and I do find said Thornton Parke Guilty of an assault it is therefore considered by me that the State of Ohio recover of defendant Thornton Parke the sum of Ten dollars and costs of suit herein Taxed at three dollars

State of Ohio Union County ss

I do hereby Certify that the above is a true and accurate Copy of the proceedings had by and before me of the above cause taken from my docket this 20th day of April AD 1842 Andrew Reyes J P

I do hereby Certify that I have made diligent search at two different times for the warrant issued in the above cause and cannot find it A Reyes J P

Civil/Domestic Case File

Case No. 1842-CV-0006

No. 42-CU-6

Union Common Pleas Court.

Eli Shelden
Plaintiff,

AGAINST

Enoch Fisher
Defendant.

July 1843.

Settled at pelfs costs

Journal B Page 156

Record No. 4 Page 215

Ex. Doc. Page

Union Com Pleas

Eli Sheldon
vs } pm. & affid.
Enoch Fisher

Filed April 1. 1842
Sol. H. Gill Clk

Recorded

Eli Sheldon } Union Common Pleas to
vs } April term 1842
Enoch Fisher Replevin 100.ff Damage

Issue a replevin and endorse suit
Brot to recover possession of one yellow sorrel mare
of good size about ten years of age valued
at 35.ff

Also one Bay mare three years old some
white in the face common size value 35.ff.
both of the goods and Chattels of the said Eli
Sheldon. Returnable to next term
Clk Com Pleas Wm G. Lawrence
atty for Plff

State of Ohio
Union County ss } Personally appeared Eli
Sheldon who being duly sworn according to
law says that he has good right to the possession
of the goods and Chattels described in the above
precepe and that they are wrongfully detained by
the Defendant and that the said goods and Chattels
were not taken on any execution or any Judgment
against the said plaintiff nor for the payment of any
tax fine or amercement assessed against him the
said plaintiff nor by virtue of any writ of Replevin
or any other mesne or final process whatsoever
issued against him Eli Sheldon

Sworn to and subscribed this first day
of April 1842 before me Jas F. Gill Clerk

Union Common Pleas

Eli Sheldon

vs

Enoch Fisher

Writ of Exp

I have Executed this writ by reading to Enoch Fisher defd. property to Eli Sheldon & taking Bonds Apl 2nd 1842

Wm W Stewart Shff

Serv 35
Mile - 80
Bond - 50
Inquest 1.00
appr 1.50
$4.15

Filed April 4. 1842
Ed A Gill Clerk

Recorded

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that without delay you cause to be replevied unto Eli Sheldon the goods and chattels following to wit one yellow sorrel mare of good size about ten years old valued at $35.00 also one bay mare three years old somewhat in the face common size valued at 35.$ which Enoch Fisher wrongfully detains from the said Eli Sheldon as is said, and also that you summon the said Enoch Fisher to appear at the next Term of our Court of Common Pleas to be held within and for said County of Union to answer unto the said Eli Sheldon for the unlawful detention of the goods and chattels aforesaid Damages one hundred Dollars and have you then there this Writ

Witness James H. Gill Clerk of said Court this 1st day of April A.D. 1842

James H. Gill Clerk

Mins Com pl. &c.

Eli Sheldon

vs } Repl: Bond:

Enoch Fisher

Filed April 6. 1842
Jas H Gieselle

Recorded

265

Know all men by these presents that we Eli Sheldon and Thos Turner are held and firmly bound unto Enoch Fisher in the penal sum of One hundred and thirty dollars to the payment of which well and truely to be made we jointly & severally bind ourselves our heirs executors administrators sealed and signed by us this 2nd day of April AD 1842
The Condition of the above is this whereas the said Eli Sheldon sued out of the Court of Common pleas of Union County a writ of Replevin against Sd Fisher for 1 Yellow Sorrel mare & 1 Bay Drafe returnable to next term of Sd Court now if said Sheldon shall appear at next term, prosecute his suit to effect & pay all Costs & damages that may be awarded against him then this Bond to be of no effect otherwise in full force in law

Eli Sheldon Seal
Thomas Turner Seal

Sept 3.th 1842 I Eli Sheldon and John Wynegar have agreed to draw the suit of replevin Eli Sheldon against Enoch fisher they further more agree to pay the cost one half each as witness our hands and seals

Witness Thos. A Sheldon

Eli Sheldon

John his ✗ mark Wynegar

Eli Shelda
vs Appearance
Enoch Fisher

We the undersigned being called upon by Mr W Steele Sheriff of Union County. to appraise 2 Mares, taken by Replevin from Enock Fisher - on application of Eli Shelden after being duly sworn we appraise the yellow sorrel mare at ——— Thirty ——— dollars and the Bay Mare at ——— thirty five ——— dollars Given under our hands and seals this 2nd day of April A.D. 1842

David Hamilton (Seal)

Isaac Cole (Seal)

Larkin Tongnut (Seal)

Mon Com Pleas

Eli Shelton
v.
Enoch Fisher

Nar

Filed July 19th 1842
James H. Gill Clerk

Cost bill made

Recorded

State of Ohio } Court of Com Pleas April term
Union County SS } 1842

Eli Sheldon complains of Enoch Fisher in a plea of Replevin for that the said Enoch Fisher on the 30th day of March 1842 at the County of Union aforesaid was possessed of certain Goods and Chattels of the said Eli Sheldon (to wit) one yellow Sorrel mare of good size about ten year old of great value to wit of the value of thirty five dollars also one other Bay mare of the age of three years having some white in the face of great value to wit of the value of thirty five dollars to be delivered to the said plaintiff when the said Defendant should be thereunto afterwards requested but the said Defendant though requested so to do has not ~~paid the~~ delivered the said goods and Chattels nor any part thereof to the said Eli Sheldon and so the said Enoch Fisher wrongfully detains the same from the said plaintiff. To his damage one hundred dollars

And then upon he sues &c

By Wm C. Lawrence
his atty

Civil/Domestic Case File

Case No. 1842-CV-0007

No. 42-CV-7

Union Common Pleas Court.

James Ward
Plaintiff,

AGAINST

John D Irwin
Defendant.

AUG 1842

Judg vs Defendt
$267 42

Journal 3 Page 37
Record No. 4 Page 57
Ex. Doc. 1 Page 283

Union Com. Pleas

James Ward

v. Trespass

John L. Kerr

Filed April 13. 1842

Jos. W. Gill Clk

James Ward
vs
John P. Irwin

Union Comm Pleas.
In Assumpsit damages 500 $

The Clerk will issue a Summons returnable next Term endorse "Suit not to recover the price & value of work & labour done & performed Goods wares & Merchandise sold & delivered. Boarding nursing & clothing defendant & Child — house keeping — money paid laid out & expended. Money loaned &c

To J N Price Clk
Union C.C.P.

A. Hale Atty for
Pltff

Union Com. Pleas

Sat. Ward
v
Jno D. Irwin

Summons

Served by reading
Copy. April 14. 1842
Wm Steele Shff

Serv	35
Mile	5
Copy	15
	55

Filed April 14th
1842
James H. Gill
Clerk

Sworn fees to record the same and value of labor done and expenses for witnesses and mileage to the and defendant Branching inquiry and clothing delivered these keeping, money paid for outer expenses money traveling &c

A. Hall Atty for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon John D. Irwin to appear on the first day of next Term

~~to appear~~

~~forthwith,~~ before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto James Ward

in a plea of assumpsit Damages Five hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 13 day of April A.D. 1842

James H. Gill CLERK.

Union Com. Pleas – April Term, A.D. 1842

James Ward
vs.
John D. Irwin.

Declaration – Assumpsit.

Filed May 30th 1842
James H. Gill. Clerk
certificate made

AUG 1842
(Recorded.)

A. Hall, Atty. for Plff.

Court of Common Pleas – Union County, April Term, A. D. 1842.

James Ward
vs.
John D. Irwin } Assumpsit.

James Ward complains of John D. Irwin in a plea of assumpsit, for that whereas the said John D. Irwin, on the first day of January, 1842, at Union County, was indebted to the said James Ward in five 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 five 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 five hundred dollars 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 five hundred dollars for money then and there lent by the plaintiff to the defendant at his request –

And in five hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request –

And in five hundred dollars for money then and there received by the defendant for the use of the plaintiff –

And in five hundred dollars 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 2d day of January, 1842, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request – yet 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 five hundred dollars, and thereupon he brings suit, &c.

A. Hall, Atty. for Pltff.

Union Com Pleas

James Ward

v. Ejec

John L. Irwin

Served by reading
to Matthew Williams
Wm P Irwin Perry
Ward & Saml B Johnson
Aug 20. Catherine Irwin
not found W N Steele Shff

Ser 62½
Mile 5
67½

Filed Aug. 26. 1842
James H Gill
Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Matthew Williams Wm F. Irwin Samuel B. Johnson Catharine Irwin Terry Ward

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the third day of next Term, to testify and the truth to speak on behalf of James Ward

in a certain matter in controversy in our said Court depending: wherein Said Ward is plaintiff, and John D. Irwin is defendant.

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

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 18th day of August A. D. 1842

Jas. H. Gill CLERK.

38

9

40

52

39

4

43

114

157

Recd March 17th 1840 of James Ward Fifty cent in full for the Tuition of Mary Jane Irwin 21 Days to my school the Winter Term Marysville

B. F. Helsey Treasurer

Union Com. Pleas

John T. Lewis

ads } Sub

James Ware

Served by reading
to Jonah Kelsey &
Wm Mills. — S M Davis
not found Aug 31. —
1842 W W Steele Shff

Serv 37½
Mile 15
52

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Mm Mills Josiah Kelsey and Luther M Davis

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Jno D. Irwin in a certain matter in controversy in our said Court depending: wherein James Mace is plaintiff, and said Irwin is defendant.

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

Witness James H. Gill, Clerk of said court at the court house aforesaid, this 31st day of August A. D. 184[illegible]

James H. Gill CLERK.

Rec'd of James Ward $1.26 ~~for the~~ for the schooling of his daughter E. C. Ward and J. Erwin his Niece.
Dec 28, 1839. Moses B. Holdbard

John T Irwin in account with
James Ward Dr.

Dec 1835	Then forward for time		
	To 16½ Weeks Boarding	1.50 pr	24.75
	To Keeping horse 19 weeks	1.25 per	23.75
Jan 1836	To Money accounted on Davis note		10.50
April 1839	To School bill to J Lawrence		.81¼
+ +	To drilling for boys shirt		.37½
+ +	To cotton for shirts		.22
	To calico for 2 dresses		1.16¼
	To 1 pair stockings		.37½
	To 1 Elementary Reader		.12½
	To Webters Schoolbill		.62½
March 17th 1840	To Kelsey's Schoolbill		.50
April 29th	To keeping 2 Horses 5 days		1.87½
	To boarding himself same time		1.07½
May 7th	To keeping 2 horses 5 day		1.87½
	To boarding himself same time		1.07½
" 15th	To keeping 2 horses 5 days		1.87½
	To boarding himself same time		1.07½
" 27th	To keeping 2 Horses 12 day		4.29
	To boarding himself same time		2.57½
June 5	To keeping one horse 5 days		.93½
	To Boarding 1 man same time		1.07½
" 10th	To keeping 1 horse 5 days		.93½
	To boarding 1 man same time		1.07½
17th	To keeping 1 horse 6 days		1.12
	To boarding 1 man same time		1.29
25th	To keeping 5 days		.93½
	To boarding 1 man same time		1.07½
July 5	To boarding himself & horse from		
	This date to August 6th 34 day 33½ day		13.06
August 17	To boarding himself & horse 5 days		1.97½
			102.39

		Amount brot over	$ 102,79
Sept 2 1840	To	8 days boarding himself & hors	8,12½
Oct 10th	To	7 days boarding himself & hors	2,75
14	To	3 Do Do Do	1,18¾
31	To	7 Do Do Do	2,75
Nov 5	To	2 Do Do Do	,79
14	To	6 Do Do Do	2,37
+ "	To	Cash	3,00
26	To	2 days boarding himself & hors	,79
Dec 1st	To	7 Do Do Do Do	2,75
+ 11	To	1 glass Gin	,12½
+ 12	To	1 Do Do	,12½
16	To	16 days Boarding himself & hors	6,29
Jan 12 1841	To	27 days boarding himself & hors	10,62½
25th	To	9½	3,70
February 16th	To	4 days boarding himself & hors (this from today)	1,25
20	To	6 days boarding himself & hors	1,93
April 19	To	53 Do Do Do Do	17,00
	21st	To boarding Daughter Mary Jane & Washing making & mending for her from June 26th 1838 to this date 157 weeks @ $100	146,00 / 11,00 / 157,00
October 15th	To	18 weeks & 5 days boarding himself	28 07
+ July 16 1841	To	~~Roofing~~ paid George Brown	37½
			$ 348,79¼

to ~~[illegible]~~ three hundred and fifty Rails furnished and Laid up at 2 dollars a hundred 7.00

to Pecking and Cleaning up one Lott 6.50

Union Common Pleas:

John D. Irwin
vs.
James Ward } plea:

Filed Aug. 26. 1842
Jas. M. Gill Clerk

O. Olney, Atty for Defdt.

John D. Irwin
ads.
James Ward.

Union Common Pleas:

And the said John D. Irwin Comes and defends, &c. and says that he did not assume and promise in manner and form as the said James Ward hath declared against him, and of this he puts himself upon the country, and the said James Ward doth the like.

By Otway Curry
his attorney.

The plaintiff will also take notice that the Defendant on the trial of this Cause will give in evidence and insist that the plaintiff, at the commencement of this suit was and still is indebted to the defendant in the sum of Five Hundred and Ten 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 Five Hundred and Ten 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 Five Hundred and Ten 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 Five Hundred and Ten Dollars for money before that time lent by the Defendant to the plaintiff, at his request; and also in the sum of Five Hundred and Ten Dollars for money before that time received by the plaintiff for the use of the Defendant; and also in the sum of Five Hundred and Ten Dollars for money found to be due from the plaintiff to the Defendant, on an account before that time stated between them. — And the Defendant will set off on said trial so much of the said several sums of money so due and owing from the said plaintiff to the said 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.

James Ward Dr 1836 to John D. Irwin

1	to Building fence round Lots	$6.00
	to hauling & cutting fire wood	10.00
1	to scoreing & hewing set house logs 646	28.00
1	to Cleaning out seller & building wall under one side house — 150	5.00
Non	to throwing down old house & putting up new Logs	2.00
1	to framing work done under one side of Log house	2.50
1	to putting Roof on house 3,00	5.50
1	to wetherboarding part of house 848	1.00
Non	to making & hanging gate	1.25
1	to work repairing Stable	1.00
1	to note on Luther M Davis	12.44
1836	1 to Laying pupper floor in barroom 380	6.00
1838	Non to Framing per line plates for house & other work	4.00 2.00
Non	to use of Lot Lots from 1835 to 1840	15.00
1840	to work done on Stable	2.00
Feb 25th	Non to hewing timber & framing	1.50 100
1841	to two Stacks hay	15.00
Non	to hewing one day	1.25
Non	to cart to Joseph K Ricky	5.00
Non	to hewing & framing 1½ days	1.87
1	to hewing & framing 1 part to house	18.00
1	to Cash Paid A. Hall, for you,	14.20
1	to Coffee from Bar riotts	2.00
1	to 110 lbs flower from Wm Campbell	2.20
1	to Honey from J McNeal	1.75
	To order paid Campbell, for you	2.00
	to Non Combs to Amos Grahood	0.75
Note	1 Days work by Wilkerson	1.25
Non	to 2 Days work by self	2.50
		$170.96

Brought over $170 96

to the use of house hold & kitchen
furniture from March 1835 to Nov 1841 $278.00
to one Shop $10.00 55.00
to Cash paid Wells 8 00

$511.96

to tending Bar & table on publick
days at sundry times 1.00 10 00

$521.96

Mrs to one Arithematic 50
Mrs to two Butcher knives 1-00
Mrs to the feathers out of one bed 3-00
Has Shrine of $526.46
thirty Spice
to postand hanrails front of house $6-00 4 00
Mrs to one bucket -75
in 1841
to one hogs head Mrs
weaing Water chest 1.64 lbs at 3 Cts
per pound - " " $4-83

$538.44

1835 to one fiddel $005-00
to one pistol $001.50
1841 to one mair by the Sep 002-00

$546.54

Rec^d this writ^t Decr. 7th 1842 Advertised Property to be Sold Agreeable to the Statute in such cases made and provided, on the 25 day of March 25. 1843, I offered the same at the door of the Court House agreeable to the advertisement, and at such Expose and offering I struck of to James Ward the said undivided Half of In lot^t No 2. Situate on the Military Square in the Town of Marysville, for the Sum of twenty seven dollars he being the highest & best bidder and that being the two thirds of the appraised value thereof, No other property found whereon to levy, March 27. 1843.

W W Steele Sheff

SHERIFF SALE.

I will offer for sale at the door of the court house in the town of Marysville on the 25th day of March 1843 between the legal hours, the undivided half of In lot no. 2 situated in the military squre of said town of Marysville, taken in execution at the suit of James Ward vs. John D Irwin

W W STEELE Sheriff U C O.

Feb. 22, 1843. 41—5w

In Union Common Pleas

James Ward
vs
John D Irwin.

Damages $257.43
Cost 26.73½
Interest 3.96
Writ 51

Writ $ 4942. Credit 8/15/37
Rec^d this writ Decr 7. 1842

Serv 3.25
Mile 0.50
Advertg 1.75

Rec^d March 27th 1843
John Gaspie Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those lands and tenements of John D Irwin lowrt. The Undivided half of the lot No. 2. on the Military square in the town of Marysville Union County Ohio

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy James Ward the sum of $251,43 damages and $26.73½ Costs.

with interest thereon from the 30th day of August A. D. 1842 until paid. Also, $ 3.16 increase of costs, which late in our said Court the said James Ward recovered against the said John D Irwin

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

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 7th *day of* December A. D. 1842

John Capil Clerk.

Union Common Pleas.

James Ward
vs.
John D. Irwin.

Damages, — $257.43
Costs, — 26.73½
Writ, — 0.41

Recd this writ Oct 3. 1842 levied by instruction of Plaintiff on a lot of Bricks near the Methodist Church a Frame Building used as a Shop, near the public square, the Wood work of two, three Waggons. Oct 7th 1842 also upon the undivided half of In lot No 2 in Mansville known as the Military Square in said Town appraised said Alex Pollock Jeremiah Cant & Jacob Bowser at Forty ~~hundred~~ dollars Oct 29. 1842 Advertised the Waggons released by upon proof that they were the property of the Defendant the bricks for $2.00 making in all Fifteen dollars & Seventy five cents the residue not sold for want of time, no other goods, Chattles, lands, or tenements found wherein to levy. Nov 7. 1842 W. W. Steele Shff

Appr 1.50
Serv — 35
Mile — 05
Advtg 1.25
Pound .30
2.45

Filed Nov 8th 1842
John Cassil
Clerk

2.46
2.50
96

Personal Property of the Defendant sold at Public Sale Nov 5th 1842, mod work of the Shop for $13.75 & Pfffo Alley Nov 5 1842 sold

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August, A. D., 1842, James Ward recovered against John D. Irwin as well the sum of Two Hundred and Fifty One dollars and forty three cents, for his damages, as the sum of $20. ~~##~~ 73½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John D. Irwin,

you cause to be made the damages and cost aforesaid with interest thereon from the second day of September, A. D., 1842. until paid. Also, the sum of $ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said James Ward.

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

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

Attest: John Cassil, CLERK. pro tem.

The Wood works of two two horse waggons are claimed by and proven to be the property of Thomas Turner they may be released to him

To W W Steele

A Hall atty
for Plff

Civil/Domestic Case File

Case No. 1842-CV-0008

No. 42-CV-8

Union Common Pleas Court.

Mellicas Brown
Plaintiff,

AGAINST

Thomas Crippen
Defendant.

NOV TERM. 1842

Settled

Journal 3 Page 77

Record No. 4 Page 97

Ex. Doc. Page

John Doe Ex. dem
Martin Brown

v.

Thomas Conspier
George Murphy. &
John McCawley

Deed Egreement

Filed April 15th 1842
James A. Gill Clerk

cost bill made

Recorded, Book 4, p. 97.

3 copies certificates & seals 80 cents each $2.40

Hall for Pl'ff

Court of Common Pleas to
April Term AD 1842.

John Doe complains of Richard Roe for that Martin V. Brown, on the tenth day of September 1841 had demised to the said John the following lands and tenements (to wit) part of Survey No. 2998. bounded as follows beginning at the S. E. corner of of a lot conveyed by Silas G. Strong & wife to Thomas Dixon thence along the line Eastwardly to a stake in the original east line of said survey No 2998 thence Northwardly along the orig. line of sd survey to the orig. N. E. corner thereof thence southerly with the line of land heretofore conveyed to said Dixon to the place of beginning — and also ten barns — ten cabins ten smokehouses ten orchards ten houses ten cabins ten acres of arable lands twenty acres of wood land ten acres of meadow land — ten orchards ten acres of land covered by water with the appurtenances situate in the County of Union and State of Ohio. To have and to hold the same to the said John from the 10th day of September 1841. for and during the term of ten years thence next ensuing. By virtue of which demise the said John entered into the said lands and tenements and was possessed thereof for the term aforesaid and the said John being so thereof possessed the said Richard afterwards to wit on the 13th day of said September 1841. ejected the said John therefrom and other wrongs to the said John then & there done to his damage ten dollars and therefore he sues

By A. Hall his atty

To Thomas Crispin George Murphey and
John McCawley.

Sirs

I am informed that you are in possession of and claim title to the premises in this declaration mentioned or to some part thereof. And I being sued in this action as a casual ejector and having no title thereto. I do advise you to appear at the next Term of the Court of Common Pleas within & for the County of Union & State of Ohio and make yourselves defendants in my stead. Otherwise judgment will then be taken against you by default and you will be turned out of possession

April 14th 1840

Richard Roe

State of Ohio Union County ss.

John Hutchisson being duly sworn says that on the first day of August 1842 he delivered to George Murphey & John McCawley [illegible] a certified copy of this complaint and notice & left a certified copy at the dwelling house of Thomas Crispin some time before

John Hutchisson

Subscribed & sworn to this 31st day of August 1842

Jas. H. Gill Clerk

Civil/Domestic Case File

Case No. 1842-CV-0009

No. 42-CV-9

Union Common Pleas Court.

John M Bleve
Plaintiff,

AGAINST

John Hurley et al
Defendant.

AUG 1842

Judg vs Defendt,

Journal 3 Page 43

Record No. 4 Page 54

Ex. Doc. Page

Union Common Pleas

John M. Blue

vs Writ Repl

John Hurley

Henry Negauter

Geo. W. Cherry

I have Executed this Writ by reading to Negauter John Hurley & Geo W Cherry delivering property to Jno M Blue & taking Bonds in the sum of One hundred April 18 1862 W W Steele Sheriff

Serv	35
Mile	05
Bond	50
App	1.50
Inquest	1.00
	3.40

Filed Apl 18 1862
Jas W Gill Clk

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you that without delay you cause to be replevied unto John M. Blue the goods and chattels following to wit one Gray mare which John Hurly Henry Rizpater and George W. Cherry wrongfully detain from the said John M. Blue as it is said And also that you summon the said John Hurly Henry Rizpater and George W Cherry to appear at the next Term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said John M Blue for the unlawful detention of the goods and chattels aforesaid Damages Dollars and have you then there this writ

Witness James H Gill Clerk of said Court this 16th day of April 1866

James H. Gill Clerk

Mun Com pleas

Jno M Blue

vs } Appraisement

Amley Pegarles & Cheney

Filed Apl 18, 1842

Jas. W. Gill Clk

We the undersigned being called upon by Wm W Steele Sheriff of said County to appraise one Grey Mare which the said Steele holds by writ of Replevin against John Hunley Henry Rezanter & Geo W Cheney in favor of Jno M Blue. After being duly sworn we do appraise said mare at ——— Fifty — dollars ———

Given under our hands & seals this 16th day of April AD 1842

Mains Watson (Seal)
R S Broome (Seal)
Wm Hickey (Seal)

Mun Com pleas

Jno M Blue

vs } Defs. Bond

Hanley Kezartee & Cheney

Filed Apl. 18. 1842

Jas. H. Gill Clk

Know all men by these presents that we John M Blue &
Christian Stiner are held and firmly bound unto John Anley
Henry Kegarise & George W Cheny in the penal sum of One
Hundred Dollars to the payment of which well & truly
to be made we bind ourselves heirs executors & Administra
tors sealed & signed by us this 16th day of April A.D. 1842
The Condition of this bond is that whereas the Sd Blue
~~has~~ on the 16th day of April Inst sued out of the Court
of Common pleas of Mon County a writ of Replevin
against the said Anley Kegarise & Cheny for one
one Grey Mare & which Sd writ is returnable at next
term of Sd Court now if Sd Blue shall appear at the
next term of Sd Court & prosecute his suit to effect
& pay all costs & damages which shall be awar
ded against him then this obligation to be void
otherwise in full force

John M Blue (Seal)
his
Christian Stiner (Seal)
mark

Union Com. Pleas.

John M. Blue
vs.
John Hurley,
Henry Rezartee, &
George W. Cherry.

Declaration — Replevin.

Filed May 30th 1842
James H. Gill Clerk

Clerks ~~ex~~ 1,50
Sheriff " 3,56
Hall " 2,50.
costs received long ago

AUG 1842

(Recorded.)

A. Hall, Atty. for Plff.

Court of Common Pleas, Union County — April Term, A. D. 1842.

John M. Blue

v.

John Hurley,
Henry Rezartee, and
George W. Cherry.

Replevin.

John M. Blue complains of John Hurley, Henry Rezartee, and George W. Cherry, in a plea of Replevin, for that the said John Hurley, Henry Rezartee and George W. Cherry, on the 15th day of April, 1842, at Union County, were possessed of certain goods and chattels of the said John M. Blue, to wit: One Gray Mare, to be delivered to the said Blue when they the said John Hurley, Henry Rezartee and George W. Cherry should be thereto afterwards requested: Yet the said Hurley, Rezartee and Cherry, though requested so to do, have not delivered the said goods and chattels nor any part thereof to the said Blue; and so the said Hurley, Rezartee and Cherry wrongfully detain the same from the said Blue — to his damage eighty dollars, and thereupon he sues, &c.

By A. Hall,
his Attorney.

Union Com. Pleas

John M Blue

vs

John Harley } Spec in Repl.

Henry Kizarter

G. W. Chery

Filed Apl 16. 1842

James H Geiselle

John M. Blue Sen

vs

John Hurley – Henry Kegarise & George W Cheney

In Union Common Pleas

The clerk will issue a writ of Replevin – For one Grey mare ~~three year old~~ ~~late Sprung~~. Damages. Eighty dollars

Attest for Plf

To J H Gill Clk

John M Blue. The above named makes oath and says that he has good right to the possession of the goods & chattels discribed in the above precept and that the same are wrongfully detained by the said John Hurley Henry Kegarise & George W Cheney and that said Goods & Chattels were not taken in execution on any Judgment against the said Plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff nor by virtue of any writ of replevin or any other mesne or final process what soever issued against the said plaintiff

John M. Blue

Subscribed & sworn to before me April 16. 1842

Jas. H. Gill Clerk

Civil/Domestic Case File

Case No. 1842-CV-0010

No. 42-CV-10

Union Common Pleas Court.

Robert McIlvane
Plaintiff,

AGAINST

David Fields,
Defendant.

APR TERM, 1842

DECREE FOR PLAINTF

Recorded &
Indexed.

Journal B Page 81

Record No. 4 Page 3

Ex. Doc. 1 Page 274

Union Common Pleas

Robt McSloan

v } Second Pact

David Fields

Served by Certified Copy
april 16. 1842
W W Stuck Shff

Ser 35
Mile 60
Copy 22
$1.17

Robert McSloan

v

Filed Apl 18. 1842
Jas H Gill Clerk

Cost bill made
Recorded

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Robert McClain on the 5th day of March 1842 recovered a Judgment before John P. Brookins one of the Justices of the peace within and for the said County of Union for the sum of Fourteen Dollars and Seventy two cents & 87 mills and a half cents costs against Jarvis Fields upon which said Judgment an execution was issued by the said John P. Brookins and returned no goods found whereon to levy and it having been suggested to the said John P. Brookins that the said Jarvis Fields is possessed of lands and tenements as appears from a transcript of the said Judgment and proceedings filed in our said Court of Common Pleas in and for said County of Union We therefore command you that you that you make known to the said Jarvis Fields to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any there be why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive whatsoever said Court shall in that behalf consider and have you then there this writ

Witness James H. Gill Clerk of said Court this 31st day of March 1842

James H. Gill Clk

Union Common Pleas.

Robert M'Ilvain
vs.
David Fields.

Damages,	14.72
Costs before Justice,	1.13 3/4
Costs before Court,	8.58
Increase of costs,	1.01 3/4
This writ,	0.41

Oct 1. 1842 Recd in full
W W Steele Shff

Fee	35
Mile	5
Pound	52
	92

Filed Oct 1st 1842
John Capis
Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April, A. D., 1842, Robert M'Ilvain recovered an award of Execution against the lands and tenements of David Fields, on a Judgment rendered by John P. Brooks, a Justice of the Peace, on the 5th day of March, 1842, for the sum of $14.72 damages, and $1.13¾ costs,

~~recovered against~~

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

~~and~~ ~~cents, for~~ as well as ~~damages, as~~ the sum of $ 8.58

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

David Fields

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April, A. D., 1842, until paid. Also, the sum of $ 1.01¾ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said

Robert M'Ilvain.

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

WITNESS ~~JAMES H. GILL~~ John Cassil protem. Clerk of said Court, at the Court-House aforesaid, this 15th day of September, A. D., 1842.

Attest: John Cassil, CLERK, protem.

Robert McIlvain
vs.
David Fields
Transcript

Filed March 21. 1842
Jas H. Lowell

Robert McIlvain
vs.
David Field

Suit on Book acct. Bill of particulars filed by Pltff.
Amount claimed, — $14.72

March 5th. 1842.

Defendant appeared without process & acknowledged the claim to be just, and requested judgment might be rendered accordingly.

Whereupon Judgment was rendered against the deft. David Fields in favor of the Plaintiff Robert McIlvain for the sum of Fourteen dollars and seventy two cents debt, and twelve & a half cents costs.

Debt. —	$14.72
Judgt. —	.12½
Execution —	25
Const fees —	35
Satisfact. fee	10
Transcript —	31¼

April 9th. 1841, Execution issued and delivered to Thos. S. Haynes Const.

May 4th 1841, Execution returned endorsed, no property found whereon to levy, May 4th 1841. fees 35 cts

Thos. S. Haynes Const

March 28th 1842, John Caldwell suggests that the deft. is in possession of land.

The State of Ohio, Union County, 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.

March 28th 1842.

John P. Brooking J.P.
for Claiborne Twp.

Civil/Domestic Case File

Case No. 1842-CV-0011

No. 42-CV-11

Union Common Pleas Court.

Isaac Moser

Plaintiff,

AGAINST

Wm S Alexander

Defendant.

Judgment VS Plaintiff

NOV TERM. 1842

Journal 3 Page 66

Record No. 4 Page 32

Ex. Doc. 1 Page 38

Isaac A. Morse
vs } Transcript
William W. Alexander

Filed April 18. 1842
Jas. H. Gill Clk

Cost bill made

(Discontinued.)
(Recorded, Book
4 page 72.)

Trans. Copied

Cost Bill

Justices cost	$1.88¾
Const cost Hurly	1.47½
do do Irwin	0.15
Plaintiffs witness	
Jacob Pathmore	0.50
Thomas Sprague	0.50
Robert Gibson	0.50
Samuel Wells	0.50
John Gibson	0.50
Defendants Witnesses	
Andrew Amaine	0.50
Jeremiah Burrows	0.50
John Rudicile	0.50
J. W. Evans	0.25
J. Sutle + another	0.25
	$7.96¼

State of Ohio Union County

Isaac A. Morse
vs
William W. Alexander

Justices cost

Summons	0 12½
Satisfaction	0 10
Subpoenas	0 49
swearing wit 9=	0 36
Judg	0 25
Bail	0 25
this Transcript	0 31¼
	$1.88 ¾

Damages

February 26th 1842 Summons issued for the appearance of the Defendant on the 3rd Day of March 1842 at 10th oclock A M and put the same in to the hands of John D. Irwin constable which was returned by John Hively court endorsed served by reading fee $0.25= Subpoenas issued by order of the Plantiff for Jacob Pathimore Thomas Sprague Samuel Wells and Robert Gibson which was returned by John Hively court endorsed served by reading on three and on Wells by copy fee $1.12½ Subpoenas issued by order of the Defendant for Andrew Amarine & Jeremiah Borras and handed to Defendant Subpoenas issued by order of the Deff for John Rudicile which was returned by John D. Irwin court endorse served by reading fee $0.15=

March 3th 1842 = 10th oclock A M the Parties appeared Plantiff filed his bill of Particulars Subpoena issued for William Gibson which was returned by John Hively court endorse Served by reading fee $0.10= Witnesses Present Trial had Jacob Pathimore Thomas Sprague Robert Gibson William Gibson and Samuel Wells Sworn and Examined on the Part of the Plantiff Andrew Amarine Jeremiah Borras John Rudicile James W. Evans & James S. Alexander was Sworn and examined on the Part of the Defendant after hearing the evidence it is considered by me that the Defendant Wm Alexander Go his way and Recover of ~~Defendant~~ Isaac A Morse the Plantiff a Judgment for the costs of this Suit

In the action of Isaac A. Morse against William W. Alexander I Joseph Morse do acknowledge my Self Bail for said Isaac Morse for an appeal in the Sum of Fifty dollars to be levied of my Goods and Chattles lands and Tenements if in case the said Isaac A Morse the appellant fail to Pay the above cost and costs that may accrue in the Court of Common Pleas

Joseph Morse

Taken Signed and acknowledged before me this 3th Day of March 1842
James Turner JP

I certify the above to be a correct copy from my Docket April 15th A D 1842
James Turner JP

Morse
vs
Alexander
Filed Apl 18 1842
Jas. W. Gill Clk

Plaintiff's Bill
of Particulars

Defendant, &c.
hereby notified, that for a bona fide, except what appears

Amos Alexander Dd. To Isaac A. Morse

For ~~court~~ at Union County morning that a certain horse then & there bought by Pltff. of Deft. was sound ~~sound~~ except a sore back & a trembling in the limbs whereas said horse was otherwise diseased & wind broken & of little or no value — and also for falsely representing a certain horse which the said Morse ~~filled~~ purchased by way of trade from said Alexander to be sound except a sore back & a trembling in the limbs knowing at the same time that in truth and fact he was wind broken & otherwise diseased — and for representing a certain horse then & there owned by Deft. and which Pltff then & there exchanged a certain Mare of the value of Sixty dollars & his Pltff promissory note for dollars for ~~by some of said false~~ representations to be sound except a sore back & a trembling of the limbs caused by the distemper — well knowing at that time that said Horse was otherwise diseased & wind broken — and also for Defts selling Pltff one Horse creature representing him to be sound knowing him to be unsound to Pltff damage Ninety Nine dollars.

Sum 8
436

112/-
25
25
132
350
50
6,194/-

133
69
202

1447
15
1462/-

200
250
450

Sum

Clothing

Clothing

J.

Isaac A Morse
v
William W Alexander } In Damages. 99$

Witnesses for Plff.

Jacob Parthimas. Thos. Sprague Saml. Wells
(Little) Robert Gibson

Ex. Docket No. 2 page 181

Isaac A. Morse
vs
William A. Alexander

Costs	$10,50½
Writ.	41

Service —	$0-34
Mileage —	25
Poundage —	18
	78

Wm M Robinson
Sheriff

Filed March 27th 1846
John Cassidy, Clerk

E.

Received March 27th 1846 of Isaac A. Morse Thirteen Dollars and Thirty Cents in full of the Costs in this Case
Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 8th day of November A. D. 1842.

William S. Alexander
recovered against Isaac A. Morse

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

~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages as also~~ the sum of

$ 10,50½ 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 Isaac A Morse

you cause to be made the ~~debt, damages and~~ costs aforesaid, with interest thereon from the eighth day of November A. D. 1842, until paid: also the sum of $ the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the ~~said~~ persons entitled thereto

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 11th day of March A. D. 1846.

John Cassil Clerk

Civil/Domestic Case File

Case No. 1842-CV-0012

No. 42-CV-12

Union Common Pleas Court.

Mains Wasson, Plaintiff,

AGAINST

James E Herriott, Defendant.

NOV TERM, 1842

JUDGMENT VS DEFENDANT

Recorded & Indexed,

Journal 3 Page 66

Record No. 4 Page 73

Ex. Doc. Page

Union Com Pleas

Marius Wasson
v } Dec
James E Harriott

Filed June 4. 1842
Jas. H. Gill Clerk

Cost Bill made

(Settled.)

Recorded, Book 4, page 73.

App. 8
8
~~Docket 8~~
Docket. ap. 8
3 file – 12
Dis. – 10
$0.46

The State of Ohio } Union County Court of Common
Union County ss } Pleas April term 1842

Marius Wasson complains of James E Harriott in a plea of assumpsit for that Whereas the said James E Harriott heretofore to wit on the thirtieth day of October 1838 at the County of Union aforesaid was indebted to the said Marius Wasson in the sum of five dollars for the work and labor care and diligence of the said Marius Wasson before that time done performed and bestowed by him the said Marius Wasson and his servants and with his Horses oxen and Mules, Carts Waggons Buggies Baroniches, Gigs, and Carriages in and about the carrying and conveying of himself the said James E Harriott and divers goods wares and merchandy and delivering the same for the said James E Harriott and at his special instance and request and being so indebted he the said James E Harriott in consideration thereof afterwards to wit on the day and year last aforesaid at the County of Union aforesaid undertook and then and there faithfully promised the said Marius Wasson to pay him the said sum of money when he the said James E Harriott should be thereunto afterwards requested. And whereas also afterwards (to wit) on the day and year last aforesaid at the County aforesaid in consideration that the said Marius Wasson at the like special instance and request of the said James E Harriott had before that time carried and conveyed him the said James E Harriott and divers other goods chattels wares and Merchandise in certain other Waggons carts and carriages for the said James E Harri

he the said James E Harriott undertook and then and there faithfully promised the said Marius Wasson to pay him so much money as he therefore reasonably deserved to have of the said James E Harriott when he the said James E Harriott should be thereunto afterwards requested. And the said Marius Wasson avers that he therefore reasonably deserved to have of the said James E. Harriott the further sum of five dollars of the lawful money to wit at the County aforesaid whereof the said James E Harriott ~~then and there had notice~~ afterwards (to wit) on the day and year last aforesaid ~~had~~ there had notice. Nevertheless the said James E. Harriott not regarding his said promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Marius Wasson in this behalf hath not ~~yet~~ paid the said several sums of money or any or either of them or any part thereof to the said Marius Wasson although often requested so to do But the said James E Harriott to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said Marius Wasson five dollars and therefore he brings his suit &c

By, Wm C Lawrence his atty

Harriotts account

Filed Apl 18.
1842
Jas W Welsh

James C Harriett To Marin Wason Dr

To Taking him and Trunck to Columbus
in October 1838 $5.00

Pres - Mon aprumpt.

H C Hamett

Mains Wason
vs
James E Hamott

In Union Common Pleas

This Cause is settled at the costs of James E Hamott

Nov. 8th 1842

Mains Wason
James E Hamott
By a Hallidaily

I certify the within to be a correct copy from my docket April 15th 1842

James Turner J P

Cost Bill	
Justices cost	$1.53¾
Constt cost Hardy	0.50
do do Irwin	0.15
	$2.18¾
	2.00
	$4.18¾

Plaintiffs Witnesses

Robert McIlvain	$0.50
C. Lee	0.50
	$1.00

Defendant Witnesses

J. B. Johnson	$0.50
A. S. Johnson	0.50
	$1.00
	$2.00

Received of J. C. Harriott one dollar fifty three cents in full of my cost Nov 4th 1842

James Turner J P

Adams Watson
vs
Samuel T. Harriott
James C. Harriott

Filed April 15. 1842
Jas Hill Clk

State of Ohio Union County

Mains Wasson
vs
James E. Harriott

Suit Brought on Account
Per bill filed) amt $5.00

March 8th 1842 Summons issued for Defendant Returnable on the 14th Day of March A.D. 1842 at 10th oclock A.M. which was Returned by John Hurly constable endorsed Served by reading fee 0.15

Notices cost
Summons 12½
Inspection 15
Subpoenas 33
swearing wit 16
Judg 25
Bail 25
this Bancroft 31¼
$1.52¾

Subpoenas issued for Cyprean Lee Robert McSlain & Samuel B. Johnson which was Returned by John Hurly constable endorsed Served by Reading fee 0.35

March 14th 1842 Parties & Witnesses appeared subpoena issued for A. S. Johnson which was returned by John D. Irwin constable endorse served by reading fee 0.15

Trial had Robert McSlain C. Lee Sworn and examined on the Part of the Plantiff S. B. Johnson & A. S. Johnson Sworn and examined on the part of the Defendant after hearing the evidence it is considered by the court that the Plantiff Recover of the Defendant a Judgment for the Sum of Five dollars and costs of Suit

In the action of Mains Wasson against James E. Harriott I Wm. H. Frank do acknowledge my self Bail the Defendant for an appeal in the Sum of Fifty dollars to be levied of my Goods and Chattles lands and tenements if in case the said James E. Harriott fail to Pay the Judgment and costs and costs that may accrue in the court of common Pleas) Wm. H. Frank

Taken signed and acknowledged before me this 23 Day of March 1842
James Turner JP

Civil/Domestic Case File

Case No. 1842-CV-0013

No. 42-CV-13

Union Common Pleas Court.

W H Worley, for the use of
Plaintiff,

AGAINST

James Ward
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3 Page 17

Record No. 4 Page 3-

Ex. Doc. 1 Page 268

January 20th 1842 endorsed no property found
whereon to Levy But it is said that the Defendant
has Real Property for mileage 5,05
it is suggested by the Plantiff that the Defendant has
lands and tenements
I certify the above transcript to be a correct
copy from my Docket Apriel 14th 1842
James Turner J P

W C Strain & Harriott
vs } Transcript
James Ward

Filed April 20. 1842
James H. Gill Clerk

Carl Tuchman
Recorder

State of Ohio Union County ss

D. W. Worley for the use of W. Shain & Harriott
vs
James Ward

Debt & Costs	$10.96 1/2
satisfaction	10
Bail Bond	25
Execution	25
Execution	25
this transcript	31 1/4
	$1.28 3/4
constables cost	$0.25

Suit brought on note for $10.44 Due Ninety days from date Dated April 14th 1840 May 20th 1841 this Day came the Defendant and confessed Judgment it is therefore considered by me that the Plaintiffs Recover of the Defendant a Judgment for the sum of ten dollars and ninety six cents and costs of suit

In the suit of D. W. Worley for the use of W. Shain & Harriott against James Ward I Chester Farnum do acknowledge my self Bail for the Deft for Stay of execution in the sum of Twelve dollars to be levied on my goods and chattles lands and tenements if default be made in the condition following which is that the said James Ward shall Pay the above debt and costs and costs that may accrue

Chester Farnum

Taken signed and acknowledged before me ~~this~~

James Turner JP

Oct 15th 1841 Execution issued to John Hurly const which was returned Nov 13th 1841 endorsed Levy made on one mare and colt one Cow and Calf & one lot of Lyme fee levy 20 cents the mare sold for $10.00 the colt sold for $3.43 the calf for $2.00 the lyme sold for 25 cents the cow sold for $10.87½ the money applied on other execution John Hurly const Dec 31st Execution issued to John Hurly const which was returned

Union Common Pleas

D W Worley for the use
of McKown & Barrett
vs
Ex Star

James Ward

Served by certified copy
April 25. 1842

W W Steele Shff

Serv	35
Copies	24
Mile	5
	64

Filed Apl 25. 1842
Pat. H. Gill Clerk

State of Ohio Union County ss

To the Sheriff of said County
Greeting

Whereas D. W. Worley for the use of McSwain & Harriott recovered Judgment before James Turner one of the Justices of the Peace within in and for said County of Union for the Sum of ten dollars and ninety six cents Debt and 22½ cents costs upon which Judgment there is now $1.31¼ costs of increase against James Ward upon which said Judgment an execution was issued by the said James Turner and Returned no property found whereon to Levy and it having been suggested to the said James Turner that the said James Ward is possessed of lands and tenements as to us appears by a Transcript of the said Judgment and proceedings filed in our court of common Pleas within and for the said County of Union we therefore command you that you make known to the said James Ward to appear before our said court of common Pleas on the first Day of their next term to show cause if any there be why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said court shall then and there considery of him in this behalf and have you then there this writ

Witness J. H. Gill Clerk ~~President Judge~~ of our said Court this 22d Day of April AD 1842

James H. Gill Clerk

Ex. Docket No. 2 page 6

S. W. Worley for &c

vs

James Ward

Debt	$10.96
Costs	10,65½
Increase	4 09
	$25,70½

Serv	35
Mile	05
Adv	25
	65
Pr fee	$1.75
	$2 40

Filed May 28 1845
John Cafell, Clerk

Received this writ April 18th 1845 & levied the property for sale May 26. 1845 Having previously advertised the same according to law No sale for want of bids

Wm. M. Robinson Sheriff
Alco. Co.

B 13

x

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward to wit; the east third of in Lot No. 47 and the whole of in Lot No 48 in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy D. W. Worley for the use of McIlvain & Harriott — — — the sum of ten — — — — — — — dollars and ninty six cents, for his damages, together with $ 10 65½ for his costs, with interest thereon from the 26th day of April A. D. 1842 until paid; which late in our said Court the said Plaintiff recovered against the said Defendant — — as of record is manifest. Also $ 4,09 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 17th day of April A. D. 1845.

John Cassil CLERK.

Union Com Pleas 2 6

D. M. Worley for &c
vs

James Ward

Debt	$10.96
J.P. Costs	1.31¼
Cons Costs	9.33¾
Incman	2.62
This writ	41

Filed Oct 2nd 1844
John Cassil Clk

Rec July 22d I offered the property for sale lefd 3d 1844, having previously advertised according to law. No bids for want of Bidders
M McCalla Sheff

Serv	35
Mile	05
Adv	25
	.65

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 Wards levied in conjunction with Ex in favor of Riley & Brown vs Jas Ward to wit East third of Lot No 47. and the whole of 48 in Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy D. W. Worley for the use of McIlvain & Harriott the sum of Ten ~~dollars~~ dollars and Ninety Six — cents, for their damages, together with $ 10,65½ for his costs, with interest thereon from the 26th day of April A. D. 1842 until paid, which late in our said Court the said D. W. Worley for the use of McIlvain & Harriott recovered against the said James Ward as of record is manifest. Also, $ 2,62½ ——— 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 D. W. Worley for the use of McIlvain & Harriott

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23 day of July A. D. 1844.

John Cassil ——— CLERK.

Union Com Pleas No 6

D. M. Worley for &c

vs

James Ward

Debt	$10.96
J. P. Costs	1.31 3/4
Court costs	9.33 3/4
Increase	.81
Writ	.41

Rec^d Oct 26. 1843

Offered the property for Sale Feb 27. 1844. (having previously advertised the same according to law, but not sold for want of Bidders,

W. W. Steele Sheriff

Serv	35
Mile	5
Adv	25
Pr. fee	75
	140

Filed March 2^d 1844

John Cupil Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and tenements of James Ward's ~~levied on~~ in conjunction with Ef in favour of Willey & Brown vs James Ward to wit East third of In lot No 47. and the whole of 48 in Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy D W Worley for the use McIlvain & Harriott

the sum of Ten

dollars and ninety six — cents, for their

damages, together with $ 10 $\frac{65\frac{1}{2}}{100}$ _____ for his costs, with interest thereon from the 26th day

of April — A. D. 1842 until paid, which late in our said Court the said D W Worley for the use of McIlvain & Harriott

recovered against the said James Ward -

as of record is manifest. Also, Eighty one cents 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 D. W. Worley for the use of McIlvain & Harriott

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 26th day of October A. D. 1843

John Cassil — CLERK.

Ex Dock No. 2 Page 6

J Wiley for use

v

James Ward

Debt	$10.96
J.P. costs	1.31¾
Cons costs	2.33¾
Writ	.40

Recd this writ Aug 16. 1842.
Levied upon in Conjunction
with Ex in favor of Wiley &
Brown vs J Ward sequa
East third of Lot No 47
& the whole of 48. in
Maysville Aug 18. 1842
not sold for want of time
W W Stale Stal
Shff

Fees 3.75
Mile 5

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 D. W. Worly for McKown & Hamm recovered an award of Execution against the lands and tenements of James Ward on a Judgt rendered against him before Jas Turner Esq. J.P. on the 20. May 1841 for the sum ~~recovered against~~ of $10.96 debt and $1.31¼ costs

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

~~and~~ ~~cents, for~~ ~~damages~~, as the sum of $9.35¾

for Cost costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James Ward

you cause to be made the ~~damages~~ debt and cost aforesaid with interest thereon from the day of Judgment A. D., 184 . until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said McKown & Hamm

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 15th day of August A. D., 1842

Attest: Jas. H. Gill CLERK.

The property already levied on being in my opinion insufficient to satisfy the judgment, I then for

Rec'd this writ July 5. 1845. levied by virtue of the Clause herein by the instruction of A Curry Esqr. & in Conjunction, with another writ in favor of J. Hank for &c vs J. Ward, - on one barrel of Whiskey. July 5th A.D. 1845. Advertised the above barrel of Whisky by posting up written advertisement in five public places in the County on the 10th day of July 1845 - in the Town of Marysville - July 23rd A.D. 1845 - I offered the above described whisky for sale by public out cry - and sold the same to Josiah Westlake he being the highest and best bider for $11-24

Wm. C. Mack Depty Shff

Advertised the within described real Town Lots as the Law requires - and not sold for want of bidders - Wm W Robinson sheriff

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Ex. Doc. No. 2 Pap. 147.

D. W. Maly for &c
vs
James Ward

Debt	$10 96
Cost	10,65
Interest	6,49
Writ	41
Service	$0-35
Mileage	5
Advertising Whisky	87½
Advertising Lots	25
	$1,52½
Poinsers fee	3,00

Filed Aug 19. 1845
John Kessil Clk

entered

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands & tenements of James Ward, to wit: the East third of In Lot No. 47. and the whole of In Lot No. 48 in the town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy D. W. Worley for the use of McIlvaine & Harriott the sum of ten dollars and ninety six cents, for damages, together with $ 10,65½ for costs, with interest thereon from the 26th day of May A. D. 1842 until paid, which late in our said Court the said Plaintiff recovered against the said James Ward as of record is manifest. Also, $ 6,49 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 5th day of July A. D. 1845.

John Cassil. Clerk.

235

Ex. Docket No. 2 Page 147

D. M. Worley for &c

vs

James Ware

Debt	$1096
Costs	10,65½
Interest	11,42½
Writ	41
Judg. 23d 1845	$5,62
Service — —	$0-37½
Mileage — —	5
Advertising —	2 50
	$6,65
Writer fee	1 50
Filed Oct 27 1845	
Jno Cassil Clk	

Advertised entered

Received this writ Sept 16th A D 1845 Advertised the within real Estate in the ~~Sentinel~~ Eaglet a paper published in Union County, for sale at the door of the Court House in said County on the 22nd day of Oct A D 1845 between the legal hours — & Oct 22nd 1845. I offered the above real Estate for sale at the door of the Court House, having previously advertised the same as the law directs, and not sold for want of bidders

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those lands & tenements of James Ward, to wit; the last third of in Lot No. 47 and the whole of in Lot No. 48 in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy D. W. Worley for the use of McElwaine & Harriott the sum of ten dollars and ninety six cents, for his damages, together with $ 10 65½ for his costs, with interest thereon from the 26th day of May A. D. 1842 until paid, which late in our said Court the said Plaintiff recovered against the said James Ward as of record is manifest. Also, $ 11.42½ increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 16th day of Sept. A. D. 1845.

John Cassil CLERK.

Ex. Docket P. 268

D. W. Worley for &c

v

James Ward.

Debt	$10.96
Costs	10.65 ½
Int.	13.98
Writ	41

Service — —	35
Mileage — — —	5
advertising —	25
	$10,65

hunters fee — 2.00

Wm. M Robinson
Sheriff

Filed July 27. 1846
John Cassil Clk

Recorded

advertised

I advertised the within described Real Estate in the Union Paper published and in general circulation in Union County as required by Statute, Not Sale for want of Bidders — having previously Sold Sat No 48 — on an Execution in favour of Wiley & Brown

July 24th 1846 — Wm. M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward. viz East 1/3 of In lot No 47. in the Town of Marysville & the whole of 48. in said Town

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 D. M. Morley for use of McIlvain & Harriott the sum of ~~to the~~ Ten dollars and Ninety Six cents, for his debt ~~damages~~, together with $10.65½ for his costs, with interest thereon from the 20 day of May A. D. 1841 until paid; which late in our said Court the said D. M. Morley for &c recovered against the said James Ward. as of record is manifest. Also $13.98 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23d day of June A. D. 1846.

John Cassil CLERK.

C.X. Docket Page 269

D. W. Worley for &c
vs
James Ward

Debt	$10,96
Cost	10,65
Increase	18,04
Writ	41

Service ---	$0 35
Inquest --	1-00
Copy of Exec	25
Mileage ---	5
advertising -	25
	$1,90

printers fee --	$ 1,75
Appraisers fee -	1-50

Wm M Robinson
Sheriff

Filed October 15. 1846
John Cagill Clerk

Recorded
advertisement

Received this writ Sept 5th 1846. Advertised in accordance with the command of the within writ I have the within described real Estate to appraised by the undersigned Thomas Turner William Walker & B Walker at 100 Dollars They being first Freeholders of said County, and returned a Copy of said appraisement in the Clerks office as the law requires in such case - advertised the same in the Georgia Times Paper Published in said County, for sale at the door of the Court House in said County on the 14 day of October 1846 Between the hours of 10 o'clock A.M. & 4 o'clock P.M. Oct 14th 1846 - offered the above described real Estate for sale as above, but sold for want of Bidders

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward to wit; East ½ of his Lot No. 47 in the town of Marysville O. and that you have the same reappraised

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy D. W. Worley the use of Mc Elvain & Harriott — — — the sum of ten — — — — — — — dollars and ninety six cents, for his Debt ~~damages,~~ together with $ 10.65 for his costs, with interest thereon from the 20th day of May A. D. 1841 until paid; which late in our said Court the said D. W. Worley for &c recovered against the said James Ward as of record is manifest. Also $ 18.04 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said. Sept.

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this fifth day of Sept. A. D. 1846.

John Cassil CLERK.

Ex. Docket Page 270

D. W. Worley for &c
vs
James Ward

Debt	$10,96
Cost	10,65
Increase	24,10
Writ	1,41

Filed May 5 1847
Wm Logsdon Clerk
Wm Logsdon Clerk

Recorded

In obidience to the within command I duly advertised the within described real Estate for sale by publication in the Argus a newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of Sale, I afterwards to wit; on the 3rd day of May A.D. 1847 in pursuance of said notice proceeded to offer said real Estate for sale at public auction at the door of the court house in Marysville, in said County. No sale for want of bidders

Fees. advertising 25
Service 35
mileage 5
Printers Fee 2.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward to wit; East ½ of in Lot No. 47 in the town of Marysville Ohio

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy D. W. Worley for &c the sum of Ten dollars and ninety six cents, for his damages, together with $ 10,65 for his costs, with interest thereon from the 20th day of May A. D. 1841 until paid; which late in our said Court the said D. W. Worley for &c recovered against the said James Ward as of record is manifest. Also $ 24,10 increase of costs, and accruing costs.

And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said D. W. Worley &c

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 27th day of March A. D. 1847.

John Cassil CLERK.

Ex. Docket Page 270

D. W. Worley for &c
vs
James Ward

Debt	$ 10.96
Costs	10.64½
Increase	28.16
Writ & entry in 1 41	

Filed Aug 3rd 1847
John Cassidy Clk

Received

Received this June 25th 1847
In obidience to the within command I had the within described real estate appraised by the oaths of Thomas Seas Felix Wingfield and Richad Bancroft at $258.00 and advertised the same for sale by Publication in the Argus a Newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of Sale Afterwards to wit on the 3rd day of August A.D. 1847 in pursuance of said notice proceeded to offer said real Estate for sale by public outcry at the door of the Court House in Marysville in said County and sold the same to Mathew Mason for $172.00 that being two thirds of the appraised value and he being the highest and best bidder therefor the same being sold in conjunction with one other Execution in favor of J Houk for Use vs James Ward and money applied on ~~Execution~~ in favor of Wiley & Brown that being a prior levy

Fees- mileage	5
Inquest	100
Spraisers fee	1.50
copy of Apprais.t	20
advertising	25
Printers fee	1.75
~~[illegible]~~	~~[illegible]~~
Service	.35

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward to wit; (34) thirty four feet of the east end of a Lott No. (47) forty seven, in the Town of Marysville O. (and that you have the same appraised, as required by Law & the Court

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 D. W. Worley the sum of ten dollars and ninety six cents, for his ~~damages~~ Debt, together with $ 10,64¾ for his costs, with interest thereon from the 20th day of May A. D. 1841 until paid; which late in our said Court the said D. W. Worley recovered against the said James Ward as of record is manifest. Also $ 28,16 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said D. W. Worley

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 25th day of June A. D. 1847.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0014

I certify the within to contain a correct copy of the proceedings had before me April 14th 1842

James Turner J.P.

J. Hawk for the use
of McIlvain & Harriott
vs
Jones Ward

Filed April 20th 1842

James H. Gill Clerk

cost bill made

Recorded

State of Ohio Minor County

Jacob Hawk for the use of McSlovain & Harriott
vs
James Ward

Judg $13.00
Justices cost
Judg 12½
satisfac 10
Bail Bond 25
Executing 2=50
this transcript $1 1/4
$1.28 3/4

Suit Brought on note of $12.37½ Due Ninety Days from date Dated April 14th 1840 May 20th 1841 this Day came the Defendant and confessed Judgment on the above it is there fore considered by me that the Plantiffs recover of Defendant a Judgment for the sum of thirteen Dollars and costs of suit In the suit of Jacob Hawk for the use of McSlovain & Harriott against James Ward I Chester Harmon do acknowledge my self Bail for Defendant for Stay of execution in the sum of fifteen dollars to be levied on my Goods and chattles lands and tenements if default be made in the following condition which is that the said James Ward shall pay the above debt and costs and costs that may accrue Chester Harmon
signed and acknowledged this 30th Day of May 1841
James Irwin JP

Constables cost 0.25

Execution issued Oct 15th 1841 to John Hurly constable which was returned Nov 13th 1841 endorsed levy made on one Cow and Calf one Mare and Colt one set of hyme Levy 20 cents the Mare sold for $10.00 the colt sold for $3.43 the calf sold for $2.00 the hyme sold for 25 cents the cow sold for $10.87½ the money applied on other executions Nov 13th 1841 John Hurly constable
Execution issued to John Hurly constable Dec 31st 1841 which was returned January 20th 1842 endorsed no property found whereon to Levy but it is said that the Defendant has free hold property fee milage 5 cents

Union Common Pleas

Jacob Hawk for use
of McElwee & Barnett

v. Sci Fac

James Ward

Served by Certified Copy
April 25. 1842
W W Steele Shff

Serv 35
Mile — 5
Copy 24
64

Filed Apl 25. 1842
Jas A Gill Clerk

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Jacob Hawk for the use of McStrain & Harriott Recovered Judgment before James Somer one of the Justices of the Peace within and for said County of Union for the sum of Thirteen dollars Debt and 22½ cents costs upon which Judgment their is now $1.31¾ costs of increase against James Ward upon which said Judgment an: execution was issued by the said James Somer and Returned no property found whereon to levy and it having been suggested to the said James Somer that the said James Ward is possessed of lands and tenements as to us appears by a transcript of the said Judgment and Proceedings filed in our court of comon Pleas within in and for the said County of Union we therefore command you that you make known to the said James Ward to appear before our said court of Common Pleas on the first day of their next term to show cause if any there be why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said court shall then and there consider of him in this behalf and have you then there this writ

Witness J. H. Gill Clerk ~~Court~~ ~~Judge~~ of our said court this 22d day of April A D 1842

James H. Gill – Clerk

Ex Docket P. 265

J. Hank for &c.

vs

James Ward.

Debt.	$13.22
Costs	9.36
Exc.	15.58
Writ	41

Cr. July 23. 1845 $11.24

Service - - -	35
Milege - - - -	5
advertising - -	25
	65
printers fee - -	1.50

Wm M Robinson
Sheriff

Filed July 27. 1846
John Cassil Clk

Recorded

advertised

I advertised the within described real Estate in the Argus & News Journal published and in general Circulation in Union County, as required by Statute, that sold for want of Bidders - having previously sold Sat. 1848, on an Execution in favour of Wiley & Brown

July 27th 1846 - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward. viz In Lot No 48. and East third No 47.

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 J Hank for use of McIlvain & Harriott the sum of Thirteen —— dollars and Twenty two & ½ cents, for his debt ~~damages~~, together with $9. 36½ for his costs, with interest thereon from the 20 day of May A. D. 1841 until paid; which late in our said Court the said J. Hank for use recovered against the said James Ward as of record is manifest. Also $15. 58 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23 day of June A. D. 1846.

John Cassil CLERK.

Ex. Docket Page 267

J. Hank for $6
vs
James Ward

Debt	$13,22½
Cost	9 36
Increase	19 14
Writ	41

Service	$0 34
Copy of apmt	25
Mileage	5
advertising	25
	$0 85

printers fee 1,75

Wm M Robinson
Sheriff

Filed October 15. 1846
John Ingersol Clerk

Recorded

Received this writ Sept 5th 1846 - and the within described real Estate taken in execution by the oath of Thomas Turner William Hall & B Hatch at 9½ Dollars, they being free Holders in the County of Winn. and returning a Copy of said appraisement to the Clerks office as the Statute requires in such Case & otherwise the same in the office of Henry Fisher publisher and in general Circulation in said County for Sale at the door of the Court house in said County on the 14th day of Oct A D 1846 - Between the hours of 10 o'clock A M & 4 o'clock P M Oct 14th 1846 - Offered the above described real Estate for Sale as above that Sold for want of Bidders -

Wm M Robinson Sheriff

advertised

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward to wit; East ½ of Lot No. 47 in the town of Marysville and that you have the same reappraised

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy J. Hank for use of McLevain & Harriott the sum of thirteen - - - - - dollars and 22½ cents, for his Debt ~~damages~~, together with $ 9,36½ for his costs, with interest thereon from the 20th day of May A. D. 1841 until paid; which late in our said Court the said J. Hank for &c recovered against the said James Ward as of record is manifest. Also $ 19,14 increase of costs, and accruing costs.

And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Plaintiff

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this fifth day of Sept. A. D. 1846.

John Cassil CLERK.

Ex. Docket page 267

Jonathan Frank for &c
vs
James Ward

Debt	$13,224
Costs	9,36½
Increase	22,15
Writ	41

Ex. July 23rd 1845 – $11,24

Filed May 8. 1847
John Cyphrie Clerk

Recorded

In obidience to the within command I duly advertised the within described real Estate for sale by publication in the Argus a newspaper published and in general circulation in Union County Ohio. for thirty days previous to the day of sale. I afterwards. to wit: on the 3rd day of May A.D. 1847 between the legal hours of Ten O'clock, A.M. and Four O'clock, P.M. in pursuance of said notice proceeded to offer said land for sale at public auction at the door of the Court House in Marysville in said County. No sale for want of bidders

Fees – advertising 25
mileage 5
Service 35
Printers Fee $2.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward to wit; the East 1/3 of in Lot No. 47 in the town of Marysville, Ohio

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy James Hauk for & c the sum of thirteen dollars and 22th cents, for his damages, together with $ 9,36th for his costs, with interest thereon from the 20th day of May A. D. 1841 until paid; which late in our said Court the said J. Hauk for & c recovered against the said James Ward as of record is manifest. Also $ 22,15 increase of costs, and accruing costs.

And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said J. Hauk for & c

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 27th day of March A. D. 1847.

John Cassil CLERK.

Ex. Docket page 467

J. Hank. for &c
vs
James Ward

Debt	$13,22½
Costs	9,36½
Fees	25,21
Writ & dep/pmn.	1,41

Sheriff Aug 3 1847
John Larrie atty

Cleared

Received this writ June 25th 1847. In obedience to the within command I had the within described real estate appraised by the oaths of Thomas Geas Felix Wingfield and Richard Bancroft at $258.00 and advertised the same for sale by Publication in the Argus a newspaper published and in general circulation in Union County Ohio for 30 days previous to the day of sale I afterwards to wit. on the 3rd day of August 1847 in pursuance of said notice proceeded to offer said real estate for sale by public auction at the door of the Court House in Marysville in said County. Ohio. and sold the same to Meathenon Meason for $172.00 that being two thirds the appraised value thereof and he being the highest bidder therefor. the same being sold in conjunction with an other execution in favor of J W. Worley for &c and money is to be applied on Execution in favor of Wiley & Brown that being a prior claim

Fees- Service 35
mileage 5

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward to Wit; (34) thirty four feet off the east end of in Lot No. (47) forty seven, in the Town of Marysville O. (and that you have the same appraised as required by the Court & the Law

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 J. Hank for &c the sum of Thirteen dollars and twenty two ½ cents, for his ~~damages~~ Debt, together with $ 9,36 for his costs, with interest thereon from the 20th day of May A. D. 1841 until paid; which late in our said Court the said J. Hank for &c recovered against the said James Ward as of record is manifest. Also $ 25,21 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said J. Hank for &c

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 25th day of June A. D. 1847.

John Cassil Clerk.

Recd this writ July 23d. Offered the property Sept 30. 1844 for Sale having previously Advertised legally but no Sale for want of Bidders.

N. W Steele Sheff

Serv .35
Mile .05
Adv .25
.65
Pr. fee 1.25
1.90

Union Bank Plff
vs
J. Harris for use
vs
James Ward

Debt	$13.22½
N.P. costs	1.31¾
Sheriff costs	5.05
Insurance	2.62
This writ	.41

Filed Oct 2. 1844
John Carroll Clk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands & Tenements of James Wards to wit In lot in Marysville No 48 & the East third of No 47

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 J Hawk for the use of McIlvain & Harriott the sum of thirteen dollars and twenty two and one half cents, for their damages, together with $ 9. 26 1/4 / 100 for his costs, with interest thereon from the 26th day of April A. D. 1842 until paid, which late in our said Court the said J Hawk for the use of McIlvain & Harriott recovered against the said James Ward,

as of record is manifest. Also, $ 2, 62 ——— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold, as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 28 day of July A. D. 1844.

John Cassil CLERK.

Union Com Pleas · No 5

J Hawk for &c

vs

James Ward

Debt	$13.22½
I F Costs	1.31¾
Court Costs	8.05
Increase	.81
Writ	.41

Rec'd Oct 26. 1843.
Offered the Prop. Febr 27. 1844 (having previously advertised the same agreeable to law) but not sold for want of bidders) W W Stuck Sheriff

Serv	35
Mile	5
Adv'g	25
Sh fee	75
	140

Filed March 2, 1844
John Cafil Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and tenements of James Ward's to wit In lot in Marysville no 48 & the East third of No 47

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 J. Hawk for the use of McIlvain & Harriot

the sum of thirteen

dollars and twenty two & one half cents, for their

damages, together with $ 9, $\frac{36\frac{3}{4}}{100}$ for his costs, with interest thereon from the 26th day

of April A. D. 1842 until paid, which late in our said Court the said J Hawk for the use of McIlvain & Harriott

recovered against the said James Ward

as of record is manifest. Also, $ Eighty one cents increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment-debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 26th day of October A. D. 1843

John Cassil — CLERK.

Ex Docket No 2 Page 5

J. Hauk for use

v

James Ward

Debt	$13.22 p
J.P. Costs	1.31 3/4
Cons "	8.05
Writ	.41

Recd the writ Aug 16 1842
Levied in Conjunction with another
Execution in favor of Wiley &
Brown vs Jas Ward on
Vacant lot in Maysville No 48 &
the East third of No 47 —
not sold for want of
time W W Steele Shff
Filed Aug. 22. 1842
Sat 16 Gill Clerk

fees 35
Mile 5

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of ~~[illegible]~~ April A. D., 184 2 J. Hawk for use of McKean & Hamilt recover an Award of Execution against the lands and tenements of James Ware to satisfy a Judgment recovered by said Hawk for use before Jas Turner Esq J.P. on the 20 May. 1841 for the sum of $13.22p Debt ~~recovered against~~ and $1.31¾ costs

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

and ~~cents, for~~ ~~damages~~, as the sum of $ 8.05

for Court costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James Ware

you cause to be made the damages and cost aforesaid with interest thereon from the day of Judgment A. D., 184 . until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said McKean & Hamilt

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 15th day of August A. D., 184 2

Attest: James H. Gill CLERK.

Ex. Docket No. 2 page 5

J. Hawk for &c
vs
James Ward

Debt	$13,222
Costs	9 36½
increase	5,34
	$27,93½

Sev	35
Mile	.5
adv	25
	.65

printers fee 1.75
$2,40

Filed May 28th 1845
John Cassil, clk

Received this writ April 18th 1845 & offered the property for sale in their case, May 26 1845. heavy freezing, advertised as the statute instructed me, but made no sale for want of bidders

D. M. McKinney Sheriff

NB

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of James Ward

to wit; In Lot No 48 and the east third of No. 47 in Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy J Hawk for the use of McIlvain & Harriott the sum of thirteen dollars and 22½ cents, for his damages, together with $ 9,36¼ for his costs, with interest thereon from the 26th day of April A. D. 1842 until paid; which late in our said Court the said Plaintiff for &c recovered against the said Defendant as of record is manifest. Also $ 5,34 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 17th day of April A. D. 1845.

John Cassil CLERK.

Rec^d this writ. July 5. A.D. 1845 the levied by virtue, of the Clause herein by the instruction of O Curry Esqr. & in conjunction with an other writ in favor of D. W. Worley for &c. v James Ward on one Barrel of Whiskey. July 5, A.D. 1845 — Advertised the above described Barrel of Whisky by posting up written advertisements in five public places in the County on the 10th day of July A.D. 1845 for the sale of said whisky on the 23rd day of July 1845 - in the Town of Marysville - July 23, 1845 offered the above described whisky for sale by public auction - and sold the same to Josiah Westlake he being the highest and best bidder for $11-24 -

Wm. C Mole Deputy Sheriff

Advertised the within described Town Lots as the law required - and not sold for want of bidders - -

Wm M Robinson sheriff un cun

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62. Docket No. 2 Page 146.

J. Hunt for McKinnis & Hunter
vs
James Ward

Debt	$ 13.22½
Costs	9.36½
Increase	7.74
Writ	.41
Service	50-35
Mileage	5
Advertising Whisky	1-00
Advertising Lots	25
Recording	22
	$1.87
Printers fee	3.00

Filed Aug 19. 1845
Jos Carroll Clk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands & tenements of James Ward, to wit; in Lot No. 48 and the east third of outlot No. 47 in the town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy J. Hank, for the use of McIlvaine & Harriott — — — — the sum of thirteen — — — — — — — — — dollars and twenty two & 1/2 cents, for their — — — damages, together with $ 9,36 3/4 for their costs, with interest thereon from the 26th day of April A. D. 1842 until paid, which late in our said Court the said Plaintiff recovered against the said James Ward as of record is manifest. Also, $ 7,74 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 5th day of July A. D. 1845.

John Cassil, CLERK.

Ex. Docket No. 2 Page 146

J. Hank for &c
vs
James Ware

Debt	$ 13,224
Costs	9,364
Increase	13,024
Writ	41
Ga July 23d 1845	$5,62
Service — —	$1,55
Mileage —	5
Advertising —	25
	$0.65
Signters fee	1,50
	$2,15

Filed Oct 27 1845
John Cassie Clk

Return Forced entered

Received this writ Sept 16th A D 1845
Advertised the within real Estate in the Eagle
a paper published in union County, for sale at the door
of the Court House in said County on the 22nd day of
Oct A D 1845 — between the legal hours Oct 22nd A D 1845 — I offered
the above real Estate for sale at the door of the
Court House, having previously advertised the same
as the law directs and not sold for want of bidders

Hm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those lands & tenements of James Ward, to wit; In Lot No. 48 and the East third of In Lot No. 47 in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy J. Hauk for the use of McIlvaine & Harriott the sum of thirteen dollars and twenty two & 1/2 cents, for their damages, together with $ 9,36 3/4 for their costs, with interest thereon from the 26th day of April A. D. 1842 until paid, which late in our said Court the said Plaintiffs recovered against the said James Ward as of record is manifest. Also, $ 13,02 increase of costs, and the accruing costs. And ~~if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, **JOHN CASSIL**, Clerk of said Court at the Court House in Marysville, this 16th day of Sept. A. D. 1845.

John Caſsil **CLERK.**

Civil/Domestic Case File

Case No. 1842-CV-0015

Civil/Domestic Case

1842-CV-0015

located with

Supreme Court Case

1842-SC-0013

Civil/Domestic Case File

Case No. 1842-CV-0016

No. 42-cv-16

Union Common Pleas Court.

Lewis Heyle
Plaintiff,

AGAINST

James S Alexander
Defendant.

AUG 1842

Judg vs Defendt

Journal 3 Page 41

Record No. 4 Page 57

Ex. Doc. 1 Page 288,

Lewis Hoy }
vs } Union Common Pleas
James S. Alexander } Judg't August term
} A. D. 1842

I have a venditioni exponas in this case returnable to next term.

Dec 16th 1842

To the Clerk of
Union Common Pleas

L. Hoy
Atty at Law
for self

Hoy
v.
Alexander.

Filed Dec. 29, 1842.
John Cahill, Clk.

2.90
.82
3.72

COLUMBUS
DEC
18
Ohio

PAID 10

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

Receipt
Filed October 20, 1846.
John Cahill, Clerk
Prob. Court.

COLUMBUS
OCT
14
Ohio

PAID 10

To the Clerk of Union Com. Pleas
Marysville
Ohio

Lewis Hoge
vs
James L. Alexander

Court of Com. Pleas Union County,
Judgt August Term 1842

Your execution in this case returnable at next term.

Oct 13th 1842

L. Hoge
Atty pro defdt

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

Dr Sir –

If an appeal has not been taken in the above case, I want execution issued forthwith – if an appeal has been taken, you will much oblige me, by informing me thereof by returning mail – Write in either case & oblige

To the Clerk of
Union Com. Pl.

Yours most respectfully

L. Hoge

Union Com. Pleas

Lewis Heyl

v } Summons

Jas. S. Alexander

Served by Certified
Copy Apl 25. 1842
W W Stark Shff

Serv 35
Mile 5
Copy 15
55

Filed Apl 25. 1842
Jas H Gill Clerk

Defendant in debt in the sum of two hundred dollars with Goods & order for two hundred dollars dated 6th day of Feb. 1842 and payable twelve months after date endorsed by Lewis Dollman Geo. W. Lord & order & by Jacob Geo. Wisler to Pltff by name and style of L. Heyl also on the common counts

L Heyl Atty & Law
pro Lff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James S. Alexander to appear on the first day of next Term

~~to appear~~

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Lewis Heyl

in a plea of Debt $200. Damages $200.00 Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 23d day of Apl A.D. 1842

James H. Gill CLERK.

Lewis Weyl
vs
Pat. S. Alexander
Filed Apl 23. 1842
Pat. H. Gill Clerk

Lewis Heyl

vs

James S. Alexander

In Debt Debt $200

Damages $200

Issue a Summons returnable at next term — Endorse "Suit brot on single bill under seal given by Defendant to Joshua Gore or order for two hundred dollars — dated 6th day of February 1841 and payable twelve months after date — and endorsed by said Joshua Gore to Geo W. Lord or order and by said Geo. W. Lord to plaintiff by the name and style of L. Heyl. Also on the common counts.

To the Clerk of the Court of Common Pleas of Union County — April 19. 1842

L. Heyl
Atty at Law
pro self

Court of Com. Pl. Union County

Lewis Hoyt
vs
James L. Alexander
In Debt.
Ries
Filed April 30. 1842
James H. Gill Clerk
costbill made

Recorded,

AUG 1842

L. Hoyt
pro se

State of Ohio. } Court of Common Pleas
Union County ss } April Term A.D. 1842.

Lewis Hoyt, plaintiff in this suit, complains of James S. Alexander, defendant in this suit, of a plea of Debt for that whereas the said defendant on the sixth day of February in the year of our Lord 1841 at Union County aforesaid made his certain writing obligatory of that date, sealed with his seal (and now to the Court here shewn) and then and there delivered the same to Joshua Gore and thereby bound himself to pay to the said Joshua Gore or order two hundred dollars in twelve months after the date thereof, which period has now elapsed — and the said Joshua Gore then and there endorsed the same to Geo. W. Lord or order, and the said Geo W. Lord then and there endorsed the same to said plaintiff by the name and style of L. Hoyt of all which the said defendant then and there had notice, and the said defendant then and there by reason of the premises became liable and was bound to pay unto said plaintiff the said sum in said writing obligatory specified according to the tenor and effect of said writing obligatory —

And also for that whereas, the said defendant heretofore, to wit, on the first day of April in the year of our Lord 1842 at Union County aforesaid, was indebted to the said plaintiff in the further sum of two hundred dollars for the price and value of goods then and there sold and delivered by said plaintiff to said defendant at his request — And in two hundred dollars for the price and value of work and labor then and there done and materials for the same provided by the said plaintiff for the

said defendant at his request — And in two hundred dollars for money then and there lent and advanced by the said plaintiff to the said defendant at his request — And in two hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request — And in two hundred dollars for money then and there received by the defendant for the use of the said plaintiff. And in two hundred dollars for money found to be due from the defendant to said 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 two hundred dollars and thereupon he brings suit &c —

L. H. Cey
Atty at Law —
pro se —

Recd this writ Oct 20. 1842. No personal property found whereon to levy
Levied upon East halves of In lots No 10 & 15 in the Town of Manville
Known and described as that part of Manville called, Military Square
Appraised by the oaths of Alexander Pollock Jeremiah Lewis
& Jacob Bowers At Four hundred ——— dollars not sold
for want of time Oct 29th 1842 N. W. Steele Sheriff

Union Common Pleas.

Lewis Hoyt
vs.
James S. Alexander.

Debt,	$200.00
Damages,	6.70
Costs,	8.37
This writ,	0.41
Fees —	35
Mile	05
Inquest —	1.00
Attorney	1.50
Sheriff	$2.90

Filed Oct. 31/1842.
John Carey, Clerk, C.P.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August, A. D., 1842, Lewis Heyl

recovered against James S. Alexander

as well the sum of Two Hundred Dollars for his Debt, and Six dollars and Seventy cents, for his damages, as the sum of $ 8.37, for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James S. Alexander,

you cause to be made the Debt, damages and cost aforesaid with interest thereon from the 31st day of August, A. D., 1842, until paid. Also, the sum of $ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Lewis Heyl.

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

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

Attest: John Cassil, CLERK, pro tem.

Rec^d this writ Decr. 29. 1842, Advertised the Property (Agreeable to the Statute in such cases made and Provided) to be sold on the 18th day of April 1843. — ~~On the~~ Agreeable to advertisement, ~~on the 18th day of April~~ I Proceeded to offer the same by Public Outcry at the door of the Court House; ~~agreeable~~ And the same so exposed as aforesaid, was sold and struck off to George W. Lord for the sum of two hundred Sixty Six dollars Sixty Six and two thirds cents, that being the 2/3. of the appraised value thereof and he being the highest and best Bidder. April 18. 1843.

W W Steele Sheriff

Union Common Pleas.

Lewis Hoyt
vs.
James S. Alexander.

Debt,	$200.00
Damages,	6.70
Costs,	8.37
Increase,	3.72
Writ,	0.41

Serv	35
Mile	05
Advertg	1.75
Fees	5.32
	7.47

Filed April 14th 1843
John Caprill Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those East halves of in-lots Nos. 10 & 15 in the town of Marysville, known & described as that part of Marysville called Military Square,

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 Lewis Heyl the sum of two hundred dollars Debt, and $6.70 damages, together with $8.37 costs,

with interest thereon from the 31st day of August, A. D. 1842, until paid. Also, $3.72 increase of costs, which late in our said Court the said Lewis Heyl - - - - - - - - - - - - - - - recovered against the said James S. Alexander,

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

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

Witness, ~~Jesse H. Gill~~ John Cassil, Clerk of said Court, at the court-house aforesaid, this 29th day of December, A. D. 1842.

John Cassil, Clerk.

Civil/Domestic Case File
Case No. 1842-CV-0017

No. 42-CV-17

Union Common Pleas Court.

Davis & Herrington
Plaintiff,

AGAINST

Hiram Parker,
Defendant.

APR TERM. 1842

DECREE FOR PLAINTF

Journal 3 Page 28

Record No. 4 Page 9

Ex. Doc. 1 Page 341

Union Com. Pleas

Davis & Hamington

v Jesse Sac.

Hiram Parker

Served by Certified
Copy. April. 23d 1842

Wm W Steele Shff

Serv — .35
Mile — .75
1.10

Filed Apl 25. 1842
Jas H Gill Clk

The State of Ohio Union County ss
To the Sheriff of said County Greeting
Whereas Davis & Harrington received a judgment before Jonathan G. Miller Esq one of the justices of the peace within and for the said County of Union for the sum of sixty six dollars and thirty nine cents Debt and sixty two cents costs against Hiram Parker upon which said judgment an execution is issued by the said Jonathan G. Miller was returned no goods found whereon to levy and it having been suggested to the said Jonathan G. Miller that the said Hiram Parker is possessed of lands and tenements as appears by a transcript of the judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union. We therefore command you that you make known to the said Hiram Parker to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any there be why execution should not issue against his lands and tenements to satisfy said judgment, and further to do and receive what our Court shall in that behalf consider of him. And have you then there this writ
Witness James H. Gill Clerk of said Court this 18th day of April 1862
James H. Gill Clerk

Davis and Harrington
v Southampton
Hiram Parker
Filed Apl 18. 1842
Nat A. Gill Clerk

Certificate made
Recorded

Davis & Harrington
vs
Hiram Parker

Debt ... $66:89

Sum 00:12½
Ent Jud 00:12½

Suit brought on a Note of hand which reads thus $75:11 One day after date I promise to pay Davis & Harrington or order Seventy five dollars & Eleven cents for Value rec^d this 18th day of August 1840 Hiram Parker
Rec^d Nov 2^d 1840. One Sow & Eight pigs price agreed Twelve dollars to apply on this Note $12:00

June 21st 1841 Bill of particulars of plantiff filed and summons issued and delivered to Cons Jos. W. Brooks for the appearance of the defendant on the 1st day of July 1841 at 2 O Clock P.M.

June 29th 1841 Summons returned Served June 28th 1841 by leaving a copy with the defendants wife and making the contents known to her Jos. W. Brooks Cons

Cons fees .. 00:57½ Cons fees Service 12½ cents Mileage 25 cents

July 1st 1841 2 O Clock P.M.
The parties appeared and the defendant acknowledge judgment in favor of the plantiffs for the sum of Fifty Six dollars & thirty nine cents. it is therefore considered by me that the said plantiffs recover of said defendant the the sum of fifty six dollars & thirty nine cents & his costs herein taxed a fifty two cents

Exc ... 00:25 Execution issued & delivered to Jos. W. Brooks Cons against the defendant Do. 13th 1841
Dec 13th 1841 Execution returned by Cons Jos. W. Brooks no property found whereupon to make a levy. Jos. W. Brooks Cons fees. Mileage twenty five cents

Exc ... 00:25 Execution issued & delivered to Jos. W. Brooks Cons against the defendant March 15th 1842
April 1st 1842 Execution returned the within named Hiram Parker hath not any goods or Chattles whereof I can make any part of the amount of this Execution and Suggested Jos. W. Brooks Cons
Cons fees mileage 25 cents

No. 3174 Transcript

State of Ohio Union Co. ss

I hereby certify the above to be a true copy of the proceedings the proceedings had by me in said suit

April 2d 1842.

Jonathan G. Miller J.P. E. Pecar

Rec'd this writ May 23d 1844. - Offered the property for sale June 25. 1844. having previously advertised according to law. No sale for want of bidders

H. W. Steele Sheriff

Union Com Pleas 2 108

Davis & Harrington
vs
Hiram Parker

Debt	$66.39
Costs before W.	1.43½
Court costs	8.41
Increase	7.21
This writ	.41

A.

Serv —	35	
Mile —	05	
Adv F	25	65
Pr. fee	3 00	
	$3.65	

Filed June 25 1844
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of Hiram Parker, to wit; 50 acres of Land Survey No 3239 Beginning at a Blue ash North west Corner of Wm Hensons Land thence N 83° 30' W 90 Poles & 3 links to a Stake, thence S 7 W 88 poles & 20 links to an Oak & Beech, thence S 83° 30' E 90 poles & 3 links to a Beech & Sugar tree, another of Henson's corners, thence with his line N 7 E 88 poles & 20 links 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 Harrington & Davis the sum of Sixty Six dollars and thirty nine cents, for their Debt ~~damages~~, together with $ 9 84½/100 for their costs, with interest thereon from the 1st day of July A. D. 184[illegible] until paid, which late in our said Court the said Davis & Harrington recovered against the said Hiram Parker as of record is manifest. Also, $ 7 21/100 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property in hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23 day of May A. D. 1844.

John Cassil CLERK.

Recd March 6. 1844 levied upon 50 acres of Land Survey No 3239. Beginning at a Blue ash North West Corner of Mr Henson land thence N 83° 30" W. 90 poles & 3 links to a Stake, thence S 7 W. 88 poles & 20 links to an Oak & Beech, thence S 83° 30" E 90 poles & 3 links to a Beech & Sugar tree, another of Hensons Corners thence with his line N 7 E 88 poles & 20 links to the Begining Appraised by the Oaths of David Danforth Levi Griffin & Arah Gleeson at $8.50 pr acre. Offered the same for Sale on the 8th day of April 1844. having previously advertised the same according to law, No sale for want of bidders

W. W. Steele Sheriff

Ex. Dr. No 2 pg 108

Davis & Harrington

vs

Hiram Parker

Debt	$66.99
Costs Exp. P. S.	1.43¾
Costs Cost	8.41
Writ —	.41
Dep —	$6.00
Mile —	1.00
Ingrossed	.10
Apple. R.R.	.25
Adv'ty	
Sheriff	$2.30
Appr.	1.30
Pr. fee	3.00
	$6.80

Filed April 9. 1844

John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D. 1842 Davis & Harrington recovered an award of execution against the lands and tenements of Hiram Parker upon a judgment rendered against said Parker in favor of said Davis and Harrington by Jonathan G. Miller Esq. J. P. on the 1st day of July 1841 for the sum of $66,39 Debt and 1,43¼ and also

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 8,41

for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Hiram Parker

you cause to be made the damages and costs aforesaid with interest thereon from the 1st day of July A. D. 1841 until paid. Also the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Plaintiffs

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this Sixth day of March A. D. 1844

Attest: John Cassil CLERK.

Ex. Docket No. 2 page 108

Davis & Harrington
vs
Hiram Parker

Debt	$66.39
Costs	9.84½
Increase	11.68
	$87.91½

Acr	35
Mile	5
Ad:	25
	65
Pr. fee	3.00
	3.65

Filed May 27th 1845
John Cofril, Clerk

Received this writ of fieri 14th 1845 Offered the property for sale May 26. 1845 having previously advertised the same according to law, No sale for want of bidders

Orsen Robinson
U.S. Marshal

N.B.
Appraised at $8.50 per. acre

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 Hiram Parker; to wit; fifty acres of Land, Survey No. 3239 Beginning at a Blue ash North West corner of Wm Hensons Land thence N. 83° 30" W. 90 Poles & 3 links to a stake, thence S. 7 W. 88 poles & 20 links to an Oak & Beech thence S. 83° 30" E 90 poles & 3 links to a Beech & sugar tree another of Hensons corners thence with his line N. 7 E 88 poles & 20 links to the Begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Harrington & Davis the sum of sixty six dollars and thirty nine cents, for their Debt damages, together with $ 9,84½ for their costs, with interest thereon from the 1st day of July A. D. 1841 until paid, which late in our said Court the said Davis & Harrington recovered against the said Hiram

as of record is manifest. Also, $ 11,68 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 Davis & Harrington

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 12 day of April A. D. 1845.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0018

No. 42-CV-18

Union Common Pleas Court.

William Ross
Plaintiff,

AGAINST

James L Ward
Defendant.

APR 1842

Judgment Defendt

Journal 3 Page 33

Record No. 4 Page 38

Ex. Doc. Page

Wm Ross

James L. Ware

Filed April 26.
1842
Jas. H. Gill Clerk

Wm Ross } Mon Com. Pleas
vs } April term 1842
James L. Ward } In Assumpsit Damages 600 $.

Clerk will issue a summon for the with returnable forth with endorse suit Bro't on Defendants note of hand for five hundred and six dollars and sixty three cents & given to plaintiff on the 11th day of July 1840 and due eighteen months after date also for goods sold and delivered &c

By W. C. Lawrence his atty

$176.43

Paid on the within one hundred and seventy six dollars and forty three cents

Sept 8th 1841

Nov 7th Paid on the within eighty one dollars fourteen cents

April 5 1842 Pd on the within twenty dollars twenty five cents

April 5 1842 Pd on the within $30.00

Sid. Ware
Note $106.63

$506.63

Marysville July 11th 1840

Eighteen Months after date I promise to pay William Hop or bearer the sum of five hundred and six dollars and sixty three cents for value rec'd

James L Ward

Union Com. Pleas

Wm Ross

} Summons

James L. Ward

Served by certified
Copy apl 26. 1842
N W Slate Shff

Ser 35
Mile 5
Copy 15
55

Filed April 27. 1842
Jas. H. Gill Clerk

Our Court on Defts note of hand for five hundred and sixty dollars & sixty cents given to Plaintiff on the Wednesday of July 1841 and due six calendar months after date also for costs sued for & demand

W. Lawrence his atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James L. Ward

to appear

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

in a plea of assumpsit Damages Six hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of April A.D. 1842

Jas. H. Gill *CLERK.*

Union Com Pleas

William Ross
vs } Dec
James S Ward

Filed June 4. 1842
James H. Gill Clerk
cost bill made

(Recorded.)

APR 18 1842

The State of Ohio } Union County Court of Com Pleas
Union County ss } April Term 1842

William Ross Complains of James L. Ward in a plea of assumpsit for that whereas the said James L Ward on the 11th day of July 1840 at the County of Union aforesaid made his promisory note in writing and delivered the same to the said William Ross and thereby promised to pay the said William Ross or Bearer five hundred and six dollars and sixty three cents eighteen months after date thereof which period has now elapsed and the said James L Ward then and there in consideration of the premises promised to pay the amount of the said note to the said Wm Ross according to the tenor and effect thereof but the said James L. Ward has disregarded his promises and has not paid the said sum of money or any part thereof to the damage of the said William Ross Six hundred dollars and thereupon he sues

Wm Ross By Wm C Lawrence his Atty

Civil/Domestic Case File

Case No. 1842-CV-0019

No. 42-CU-19

Union Common Pleas Court.

William C Lawrence
Plaintiff,

AGAINST

James S Alexander
Defendant.

AUG 1842

Judgment Defendt

Journal 3 Page 34

Record No. 4 Page 40

Ex. Doc. / Page 289

Union Comm Pleas

W. C. Lawrence

v

Jas. P. Alexander

Filed April 26. 1864

Jas H Guillette

7. cases

Wm C Lawrence
vs
James S Alexander
& Leicester P. Hardenburt

Mon Com Pleas
April term AD 1842
In Assumpsit
Damages 500.$

Issue Summons returnable forthwith.
Endorse Suit Brot on Defendants four Several notes of hand given to ~~Plaintiff~~ James L, Ward on the 21st day of January 1841. and payable to him or bearer each for Seventy five dollars the 1st due on the 21st day of September 1841 2nd on the 21st day of October 3rd on the 21st of November 4th on the 21 day of December of the same year

Also for goods sold and Delivered

&c by Wm C L awrence in Person

Union Com Pleas

Wm C. Laurence

vs

Summons

Samuel S. Alexander

Levi [illegible] Alexander

Served by certified
Copy at Cl. Sept. 1842
on S. S. Alexander
& by Copy at L. P. Blackwood
apl 27. 1842

W W Steele Sheriff

Law 55
Mile 55
Copies. 30

Filed Apl 27. 1842
Jas. H. Gill Clerk

Suit brought on Sundry accounts for [illegible] services
Plaintiff gives to Samuel Ward on the 21st day of
January 1841 one promissory note to him or order
Each bearing date the first day of October
21st day of Sept 1841 2nd on the 21st day of October
30 on the 21. November 4th on the 21st day of
December for the same year also for goods sold
delivered & Wd Laurence & person

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James S. Alexander & Lucius P. Sturdivant

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Wm C. Lawrence

in a plea of Assumpsit Damages Five hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of April A.D. 1842

Jas. H. Gill **CLERK.**

Mon Com Pleas

William C Lawrence
vs
James S. Alexander et al

Filed June 4. 1842
Nat. H. Gill Clerk
cost bill made

(Recorded.)

State of Ohio } Union County Court of Com Pleas
Union County SS } April term 1842

William C. Lawrence complains of James S. Alexander and Lucesta P. Sturdevant in a plea of assumpsit for that whereas the said defendants on the 21st day of January 1841. at the County of Union aforesaid by the signatures of J. S. Alexander and L. P. Sturdevant made their ~~promissory note in writing for~~ four several promisory notes in writing each for seventy five dollars and then and there delivered the same to one James L Ward and thereby promised to pay the said James L Ward or Bearer. by the first note seventy five dollars on the 21st day of September 1841 By the second note seventy five dollars on the 21st day of October 1841. By the third note seventy five dollars on the 21st day of November 1841. and by the 4th and last of said notes seventy five dollars by the 21st day of December 1841. which said several periods have now elapsed and the said James L. Ward then and there for a valuable consideration delivered the same to one Wm Ross who then and there in like manner delivered the same to the plaintiff of which said several transfers and deliveries the defendants then and there had notice and then and there in consideration of the premises promised to pay the amount of the said four several promisory notes to the plaintiff as Bearer according to the tenor and effect thereof yet the Defendants have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the ~~said~~ Damage of the said William C Lawrence five hundred dollars and therefore he sues &c By Wm C Lawrence his pro. per&c

For value received we or either of us promise to pay James L. Ward, or bearer, Seventy five dollars, without interest, on the twenty first day of September A. D. 1841. — Witness our hands this 21st day of January A. D. 1841.

J. S. C. Alexander
L. P. Sturdevant

For value received we or either of us promise to pay James L. Ward, or bearer, Seventy five dollars, without interest, on the twenty first day of October A. D. 1841. — Witness our hands this 21st day of January A. D. 1841.

J. S. C. Alexander
L. P. Sturdevant

For value received we or either of us promise to pay James L. Ward, or bearer, Seventy five dollars, without interest, on the twenty first day of November A. D. 1841. — Witness our hands this 21st day of January A. D. 1841.

J. S. C. Alexander
L. P. Sturdevant

For value received we or either of us promise to pay James L. Ward, or bearer, Seventy five dollars, without interest, on the twenty first day of December A. D. 1841. — Witness our hands this 21st day of January A. D. 1841.

J. S. C. Alexander
L. P. Sturdevant

Ex. Doc. No 2 page 45

Wm C. Lawrence
vs
J. S. Alexander

Damages	$314,60
Costs	9,47
Increase	10 77
Writ	41

Cr. April 14th 1843
$113,00

Recd March 6. 1844
Judgement & Shffs
Costs Recd in full as
pr. Receipts given to
Clerk, March 7. 1844
W W Steele Shff

Filed March 7th 1844
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of James S. Alexander, to wit: Out lot No. 8 in Marysville originally part of survey No. 3351, bounded as follows, Begining at a stake in the South side of the road leading east from Marysville 1 pole east of Matthiots line, thence S. 11 E. 24 poles to a stake thence E. 17 poles to a stake, thence N. 23 poles to a stake on the road side, thence west 21 poles to the begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Wm C. Lawrence the sum of three hundred and fourteen — dollars and sixty cents, for his — damages, together with $ 9,47 for his costs, with interest thereon from the 30th day of August A. D. 1842 until paid, which late in our said Court the said Wm C. Lawrence recovered against the said James S. Alexander & L. P. Sturdevant as of record is manifest. Also, $ 10,77 increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 6th day of March A. D. 1844

John Cassil CLERK.

Rec^d this writ March 3^d 1843. Served by Shff, ~~attys~~ instruction upon Out Lot No 8. in Marysville, Originally part of Survey No 3351. — bounded as follows — Beginning at a Stake in the south side of the road leading East from Marysville, 1 pole east of Matthiotts line, thence, S. 11 E. 24 poles to a stake, thence, E 17 poles to a stake, thence, N — 23 poles to a stake on the road side, thence, West 71 poles to the beginning Appraised the same by the Oath's of Levi Shelfer N. Chiseman & A B. Johnson, at Three hundred and fifty dollars Advertised N for Sale in the 15th day of April 1843. Rec^d on the 14th the following "Rec^d of Deft Alexander One hundred and thirteen dollars to apply on this Case and no Sale before Court. Apl 14. 1843 W. C. Lawrence in pro persona

W. W Steele Shff

Union Common Pleas
Execution Docket No. 2 P. 45

Wm C. Lawrence
vs
James S. Alexander
& Lewis P. Hardesty

Damages	$314.60
Cost	9.47
Writ	41
Serv	35
Mil	05
Judgment	1.00
Appraisement	1.50
Apl: Return	15
Advtg.	3.25
	$330.30

Filed April 15, 1843.
John Cassil,
Clerk.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August A. D, 1842 Wm C. Lawrence

recovered against James S. Alexander & Leicester P. Sturdevant

as well the sum of three hundred & fourteen dollars and sixty cents, for his damages, as the sum of $ 9. 47 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James S. Alexander & Leicester P. Sturdevant

you cause to be made the damages and cost aforesaid with interest thereon from the 30th day of August A. D., 1842. until paid. Also, the sum of $ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Wm C. Lawrence

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

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

Attest:

John Capel CLERK.

Union Com Pleas

vs

J. D. Alexander

We the undersigned being called upon by Wm W Steele Sheriff of Union County Ohio, to appraise Out Lot No 8. in the Town of Marysville Originally part of Survey No 3351. — Beginning at the Stake in the South side of the road leading East from Marysville 1 pole east of Matthiotts line, thence S. E. 24 poles to a stake, thence E. 17 poles to a stake, thence, N. 23 poles to a stake on the road side, thence, West 21 poles to the beginning. After being duly Sworn, upon actual View, we do appraise said Lot & its appurtenances at Three hundred and fifty dollars Given under our hands and seals this day of March A.D. 1843.

Levi Phelps (Seal)
N. Chipman (Seal)
S. B. Johnson (Seal)

Fees
fifty cents each $1.50

State of Ohio Union County ss

Personally appeared before me the above appraisers and made Oath that they will impartially appraise, & a true valuation & Return, make, according to law and the best of their abilities ~~Given under~~ Witness my hand this 28th day of March A.D. 1843.

W W Steele Sheriff U.C.O.

Ex. Doc. No. 2 page 45

Wm C. Lawrence
vs
James S. Alexander

Damages	$314,60
Costs —	9,47
Increase	6,71
Writ —	41

Filed Oct 17. 1843
Dh Carrol Clk

Ex April 14th 1843 —
— — — $113.00

Recd Aug 30. 1843
advertised property for
sale, Oct 16. 1843.
Stayed by order of Pltff
Oct 14. 1843.
W W Stuart Shiff

fees	35
mile	05
adv'g	25
	65
Sr Fee	3.00
	365

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those land & tenements of James S. Alexander, to wit: Out lot No. 8 in Marysville, originally part of Survey No. 3351, bounded as follows. Begining at a stake in the south side of the Road leading east from Marysville 1 pole east of Matthiots line; thence S. 11: E. 24 poles to a stake, thence E. 17 poles to a stake, thence N. 13 poles to a stake on the road side, thence west 21 poles to the begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Wm. C. Lawrence the sum of three hundred and fourteen ——— dollars and sixty cents, for his ——— damages, together with $ 9,47 for his costs, with interest thereon from the 30th day of August A. D. 1842 until paid, which late in our said Court the said Wm C. Lawrence recovered against the said James S. Alexander & Leicester P. Stevant as of record is manifest. Also, $ 6,71 ——— 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 Wm C Lawrence

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 30th day of August A. D. 1843

John Cassil CLERK.

Filed March
3rd 1843
Solm Copie
Clk

160

Wm C. Lawrence vs Jas Alexander } Minor Com Plea 1.17
on Judgment 998
August term 1842 96,05

issue execution on the above that the Judgment interest and cost may be made

Wm C. Lawrence
by himself

164
82
246

50
12
6
68

Civil/Domestic Case File

Case No. 1842-CV-0020

No. 42-CV-20

Union Common Pleas Court.

Moses Fullington
Plaintiff,

AGAINST

Moses Hutchels.
Defendant.

AUG 1842

Judgment Defendt
$22803

Journal 3 Page 34

Record No. 4 Page 41

Ex. Doc. 1 Page 283

Moses Fullington
vs.
Moses Mitchell Jr
et als

~~Filed Nov. 3 1841~~
~~James M. Lee Clk~~

Filed April
26 1842

Moses Gullington
vs
Moses Mitchell & Co
& David Chapman

Micon Com. Pleas
Nov Term 1841.
In debt 203.$.
damages 100.$

issue a summon returnable forthwith and endorse suit Brot on defendants. single Bill given to pl[illegible] under seal given to plaintiff for two hundred and three dollars on the 10th day of August 1839. and due one year [illegible] from date. also for goods sold and delivered money had and received &c

By W C Lawrence his atty

Clerk Com Pleas

Union Com. Pleas

Moses Fallington

vs Summons

Moses Mitchell & ty

David Chapman

~~Served by Certifying~~

~~Copy Nov 2 1841~~

~~Wm W Stuck Shff~~

~~Service 75~~

Mile 40

Copy 15

90

April 26 1842

File ~~Nov 2 1841~~

James H Gill Clk

Served by Certifying

Copies on back of the

within Writ April 26

1842 Wm W Stuck Shff

Serv 55

Mile 35

Copies 30

120

Suit-Certain Fifty dollars which has been

to Plaintiff for two hundred and three dollars on

the 10th day of August 1835 and also on protest

date also for goods sold and delivered money lent

and received &c

Wm Lawrence his atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Moses Mitchell & David Champion

to appear

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

in a plea of Debt $203,00 Damages one hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of April A.D. 1842

James H. Gill CLERK.

Union Com Pleas

Moses Fullington
vs } Ca
Moses Mitchell Sr et al

~~Filed December 13 1841~~
~~Justin Gillelen Clerk~~

Filed June 4. 1842
James H. Gillelen
Clerk Cincinnati

(Recorded.)

AUG 1842

The State of Ohio } Union Com Pleas for November
Union County ss } term 1841.

Moses Fullington complains of Moses Mitchell and David Chapman in a plea of Debt for that whereas the said Defendants on the tenth day of August 1839 at the County of Union made their 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 Moses Fullington and and thereby bound themselves to pay to the said Moses Fullington or order two hundred and three dollars one year from date which period has now elapsed yet the Defendants or either of them have not paid the said sum of money nor any part thereof to the damage of the said Moses Fullington three hundred and three dollars and thereupon he brings Suit

By Wm Lawrence his atty

Court

Mrs Mitchell
Note £030

For value received we or either of us promise to pay Moses Fullington or order two hundred and three Dollars one year from date as witness our hands and seals this tenth day of August AD 1839

Moses Mitchell Jr (Seal)
David Chapman (Seal)

Union Common Pleas.

Moses Fullington
vs.
Moses Mitchell, jr. and
David Chapman.

Debt,	$203.00
Damages	25.03
Costs,	8.72
Writ	0.41

Recd the within writ Oct 3d 1842

No property found to levy
On Nov 7. 1842
N W Stub Shff

Serv	35
Mile	50
	.85

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

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August, A. D., 1842,

Moses Fullington

recovered against Moses Mitchell, jr. and David Chapman

for his debt, —

as well the sum of Two Hundred and Three dollars:

and $25.03 cents, for his damages, as the sum of $8.72

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

Moses Mitchell, jr. and David Chapman

you cause to be made the damages and cost aforesaid with interest thereon from the 30th day of August, A. D., 1842, until paid. Also, the sum of $ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Moses Fullington,

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

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

Attest: John Cassil, — CLERK, protem.

Rec^d this writ April 18. 1844. Levied April 19. 1844 by instruction of Plaintiff and his attorney. in Conjunction with another Execution in favor of the Columbus Insurance Co. vs D. Chapman et als. upon 389½ acres of Land Survey No 3162. bounded as follows, Beginning at a large Sassafras & 2 hickories on the lower side of Darby Creek, lower Corner on the Creek to Lucas Sullivant's Survey No 3162, thence with the lower line of said Survey S 32 W. 100 poles to a Stake lower back Corner to said Survey, thence with the back line of said Survey, N 68 W. 287 poles to a Stake in said line, thence N 32 E 370 poles to a Honey Locust on the bank of the Creek, thence down the Creek with the meanders thereof, to the beginning, -- ~~upon~~ which was appraised at Fourteen dollars pr acre upon the Col Ins: Co. Ex: — & upon which the said land was offered on the 9th day of May 1844. - but no sale for want of Bidders,

W. W. Steele. Sheriff. U.C.O.

May 9. 1844.

Writ No. 2 Ap. 20

Mary Fullington
vs
Mary Mitchell &
& David Chapman

Debt	$203 00
Damages	25 03
Costs —	8 72
Interest	1 26
Writ	41

Serv — .35
Mile — .05
Advt .25
Shff Fee $ — .65

Filed May 23d 1844
John Caplis, Clk

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August A. D. 1842 Moses Fullington

recovered against Moses Mitchell jr and David Chapman

as well the sum of Two hundred and three dollars Debt ~~and~~ Twenty five dollars and three cents ~~cents~~, for his damages, as the sum of $ 872 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Moses Mitchell jr and David Chapman as we have heretofore commanded you, you cause to be made the damages and costs aforesaid with interest thereon from the 30th day of August A. D. 1842 until paid. Also the sum of $ 1,26 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Moses Fullington

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this eighteenth day of April A. D. 1844

Attest: John Cassil CLERK.

Ex. Docket, No. 2 page 20

Moses Fullington
vs
Moses Mitchell &
David Chapman

Debt	$203 00
Damages	25 03
Costs	8 72
Increase	2 73
Service - - -	35
Mileage - -	25
Advertising - -	25
	$10,8 5

Filed May 29. 1845
John Cassil Clk

Received this writ March 24th 1845
Received payment in full of the Judgment and interest of the Defendant by receipt from Plaintiff
Costs not paid — March 31st 1845
Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of David Chapman, to wit; 38 9½ acres of land part of survey No. 3162, ~~Texas~~ with bounded as follows Begining at a large sassafras & 2 Hickories on the lower side of Darby creek, lower corner on the creek to Lucas Sullivants survey No. 3162 thence with the lower line of said survey S. 32 W. 100 poles to a stake lower back corner to said survey thence with the back line of said survey N. 68 W. 287 poles to a stake in said line. thence N. 32 E. 370 poles to a Honey Locust on the bank of the creek, thence down the creek with the Meanders thereof to the begining which was appraised a 14$ per acre

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Moses Fullington the sum of Two Hundred & three dollars, Debt ~~dollars~~ and twenty five dolla~~rs, for~~ & three cents damages, together with $ 8,72 for his costs, with interest thereon from the 30th day of August A. D. 1842 until paid, which late in our said Court the said Moses Fullington recovered against the said David Chapman & Moses Mitchell jr as of record is manifest. Also, $ 2,73 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 24th day of March A. D. 1845.

John Cassil CLERK.

Filed April 17th 1844
John Capsil
Clerk

Moses Fullerton
vs
David Chapman
and Moses Mitchell Js

Judgment
in the Union
Com Pleas

issue execution returnable
at next term that the amt of the Judgment & costs
may be made by Wm C Lawrence
atty for Pltff

Civil/Domestic Case File

Case No. 1842-CV-0021

No. 42-CV-21

Union Common Pleas Court.

Brooks & Heilman
Plaintiff,

AGAINST

John & Abel Thomas
Defendant.

AUG 1842

Judg vs Defendt.

Journal 3 Page 34

Record No. 4 Page 42

Ex. Doc. 1 Page 283

Union Com. Plas
Brooks & Heilpern

vs. & Phaeiler
I. & A. Thomas

Filed Apl 26. 1842
Las A Gen Clerk

James E. Brooks and
William Heilman
late partners trading as
Brooks & Heilman
vs.
John Thomas and
Abel Thomas, late
partners trading as
J. & A. Thomas.

Union Comm. Pleas
Assumpsit
Dam. $200.00
Issue a summons
returnable forthwith;
and endorse - Suit
brought upon two
promissory notes
executed by defendants one for the sum of
$94 11/100, dated April 17th 1839. & payable six months
after date - & the other for the sum of $48 88/100 -
dated April 29th 1840, due six months after
date - also for goods sold & delivered, work
& labor done, money lent and advanced, paid
laid out and expended, had & received and
upon an account stated - April 26th 1842
James M. Gill Esq
Clerk. Union Comm. Pleas.

Brush & Gilbert
attys for Plaffs -

Union Com. Pleas

Brooks & Heilman
v
J. Summers

J & A. Thomas

Served by Certified
Copy on Joh Thomas,
Abel Thomas not found
Apl 26. 1842
W W Stull Shff

Serv 55
Mile 5
Ser 15
75

Filed Apl 25. 1842
Sam'l H Guthrie

Said Plaintiff upon 2 promissory notes of 84 & 100 dollars by defendant and payable to the order of Plaintiff, dated Aug 1st 1839 payable six months after date & the other for the sum of $184.85 dated Apl 29. 1841 also the defendants after-acct. also for goods sold & delivered work & labor done money lent & advanced paid & laid out and expended for & at the request of defendant

Brooks & Gilbert Attys for Plffs

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Thomas and Abel Thomas late partners trading as J. & A. Thomas

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto James E. Brooks and Wm Heilman late partners trading as Brooks & Heilman

in a plea of Assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of April A.D. 1842

James H. Gill CLERK.

Union Com. Pleas
Brooks & Heilman

vs. } Deed.

John Thomas —
impleaded with
Alex Thomas
Filed April 30. 1842
Jas H. Gillespie
cost bill made

(Recorded.)

AUG

1842

State of Ohio, Union — County Court of Common Pleas, of the Term of April — One Thousand Eight Hundred and forty two —

Union — County, ss. James E. Brooks & William Heilman late partners, trading as Brooks & Heilman Plaintiff in this suit, by Brooks and Gilbert their Attorney complain of John Thomas, sued together with Abel Thomas, as to whom the writ was returned not found

Defendant in this suit, of a plea of trespass on the case, upon promises, &c. For that, whereas, the said defendant and the said Abel Thomas, by the name and style of J. & A. Thomas, late partners trading as J. & A. Thomas

Heretofore, to-wit: on the Seventeenth day of April — One Thousand Eight Hundred and thirty nine at Philadelphia, to wit, at Marysville — in the county of Union — and State of Ohio, and within the jurisdiction of this Court, made their certain promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there Six months after date, promised to pay to the order of said Plaintiffs ninety four dollars, eleven cents, without defalcation for value received

and then and there delivered the said promissory note to the said plaintiffs by means whereof, and by force of the statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiffs the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he — the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,) has not as yet, nor has the said Abel Thomas.

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiffs but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do.

and whereas, also the said defendant, and the said Abel Thomas, late partners, by the name and style of John & A. Thomas

Heretofore, to-wit: on the twenty ninth day of April — One Thousand Eight Hundred and forty — at Philadelphia, to wit, at Marysville in the county of Union — and State of Ohio, and within the jurisdiction of this Court, made their certain promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there, Six months after date, promised to pay, to the order of ~~Brooks~~ said Plaintiffs, Forty eight dollars, eighty eight cents. without defalcation for value received —

and then and there delivered the said promissory note to the said plaintiffs by means whereof, and by force of the statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiffs the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,) has not as yet, nor has the said Abel Thomas.

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiffs but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do.

AND WHEREAS, also, the said Defendant afterwards, to wit, on the first — day of April in the year of our Lord One Thousand Eight Hundred and forty two in the county aforesaid, was indebted unto the Plaintiffs in the further sum of two hundred — Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiffs to the Defendant at his request; also in the further sum of Two hundred — Dollars, for work and labor, then and there done, and materials for the same provided by the Plaintiffs for the Defendant at his request; also in the further sum of Two hundred — Dollars, for so much money then and there by the Plaintiffs lent and advanced to, and paid, laid out and expended for the Defendant at his request; also in the further sum of Two hundred — Dollars, for so much money then and there had and received by the Defendant for the use of the Plaintiffs and also in the further sum of Two hundred — + Dollars, found to be due from the Defendant to the Plaintiffs on an account then and there stated between them; and so being indebted, the said Defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the Plaintiffs to pay the aforesaid sums of money, when thereunto afterwards requested so to do: yet the said Defendant, has not — as ~~yet~~ yet — although often afterwards requested, ~~has~~ paid the said several sums of money, or any part thereof, to the Plaintiffs but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the Plaintiffs of Two hundred — Dollars, and therefore they bring suit, &c.

Brooks & Gilbert
Attys for Pltffs

Union Common Pleas.

Brooks & Heilman
vs.
John Thomas.

Damages,	$141.10
Costs,	8.87
Writ,	0.41

No property found whereon to levy Feb. 8. 1843.

Wm W Steele Shff

Lev.	35
Mile	05
	40

Filed Feb 9th 1843
John Cassie
Clerk

entered on Dock

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August, A. D., 1842, James E. Brooks and William Heilman recovered against John Thomas,

as well the sum of one hundred and forty one dollars and ten cents, for their damages, as the sum of $ 8. 87 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John Thomas,

you cause to be made the damages and costs aforesaid, with interest thereon from the Eighth day of November A. D., 1842, until paid. Also, the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Brooks & Heilman.

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

Witness ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court House aforesaid, this 18th day of November A. D., 1842.

Attest: John Cassil, CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0022

Civil/Domestic Case

1842-CV-0022

located with

Supreme Court Case

1842-SC-0017

Civil/Domestic Case File

Case No. 1842-CV-0023

No. 42-CV-23

Union Common Pleas Court.

Charles Sweitzer
Plaintiff,

AGAINST

Silas G Strong
Defendant.

AUG 1842

Judg vs Defend

Journal 3 Page 43

Record No. 4 Page 53

Ex. Doc. 1 Page 304

Union Common Pleas

Charles Sweetser Jr & c

vs

Silas G Strong

Praecipe for Summons

Filed April 26. 1842

Pat. F Gill Clerk

Charles Sweetser for the use of Edward Bridge

vs

Silas G Strong

Assumpsit Dam.s $500.00

Iss. a Summons for Deft Returnable forthwith –

Indorse "Suit bro't on a promissory note given by Deft to Edward Bridge or Order for $120,00/100, dated New York August 11th 1840 & due 30 days after date" –

Clerk of Union Com Pleas
Marysville April 26, 1842

By Sweetser & Barnes
Atty.s for Pltff –

Filed Oct 18th 1843
John Cassil Clk

Charles Sweitzer for use of
Edward Bridge
vs
Silas G. Strong

Judgment in Union Com Pleas

Fieri in Execution on the Judgement returnable to next Term

Clerk of Union Com Pleas
Oct 18. 1843

Sweitzer & Barnet
Attys for Pltff

Costs $8.22

Suit brought on promissory note given by defdt to Edward Bridge or order for $120 Rec. dated Newark August 11. 1840 & due 30 days after date

Strutzer & Barnes
Attys for Plff

Union Com. Pleas

Charles Strutzer
per se

v

Silas G. Strong

Served — by acknowledgment apl 26. 1842
P. N. Stutt. Shff

Dec. 35
Mile 5

Filed April 26. 1842
Jas H. Gill Clerk

Declaration Filed apl 26. 1842
J. G. Strong

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Silas G. Merry

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Charles Swartzer for use of Edward ~~Berry~~ Bridge

in a plea of assumpsit Damages $300.00 Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of April A.D. 1842

Jas. H. Gill CLERK.

Bristol Common Pleas

Charles Sweetser Jr & c
vs / asst. Damas $500.00
Silas G Shaw

Declaration. Sweetser v Barnes
Pltffs Attorney

Filed May 10th 1842
James H. Gillette
Justice mass

Recorded.

1341
N.B.

STATE OF OHIO,
Union ~~Delaware~~ County, ss.

Court of Common Pleas,

April TERM, A. D. 1842.

Charles Sweetser for the use of Edward Bridge complains of Silas G. Stray in a plea of *Assumpsit*, for that whereas the said Defendant on the 11th day of August 1840 at New York, to wit, at Union County aforesaid made his certain promissory note in writing, and delivered the same to the said Edward Bridge and thereby promised to pay the said Edward Bridge or Order One hundred & twenty 17/100 dollars in thirty days after the date thereof, which period has now elapsed, and the said Silas G. Stray then and there, in consideration of the premises, promised to pay the amount of the said note to the said Edward Bridge or Order according to the tenor and effect thereof. And also, for that whereas the said Silas G. Stray on the day aforesaid, at the county aforesaid, was indebted to the said 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 the price and value of work then and there done, and materials for the same provided 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 whereas, the defendant afterwards, on the day & year aforesaid in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff, on repuest; yet he hath disregard his said promises, and has not paid the said several sums of money, nor either of them, nor any part thereof, to the damage of the plaintiff three hundred dollars, and thereupon he brings suit.

By SWEETSER & BARNES,

His Attornies.

Recd this writ Oct 27, 1843. Levied in conjunction with an other Execution against S. G. Strong in favor of Hollister & Boalt upon 185 acres of land Survey No 5505, – beginning at an ash Sugar tree & Iron wood the North East corner to Survey No 584 in the name of R. Means, thence N. 10 W. 182 poles, more or less, to an ash, beech & Iron wood, the South East corner of Survey No 5870. in the name of W. Bunting thence S 80 W. 13 poles to the corner of land conveyed by Sd Strong to Blackburn & Brown, thence with their line S 10 E 182 poles to another of their corner, thence N 80 E 13 poles to the beginning, ~~[illegible]~~ Appraised on first levy in favor of Hollister & Boalt at 2$ pr acre, No sale for want of bidders, no personal property found whereon to levy

W. W. Steele Sheff

Union Com Pleas No 99

Charles Lewis for &c

vs

Silas G Strong

Damages $174.41
Costs 8.22
Writ .41

Atty — 35
Mile — .05
Atty — 25
Sheff —
Fees — 3.00
Total $3.65

Filed March 19th 1844
John Caspil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marrysville on the 30th day of August A. D., 1842 Charles Sweitzer for the use of Edward B Bridge

recovered against Silas Q Strong

as well the sum of one hundred and thirty four dollars and forty one cents, for his damages, as the sum of $ 8. 22. for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said Silas Q Strong

you cause to be made the damages and costs aforesaid with interest thereon from the 31st day of August A. D., 1842, until paid. Also, the sum of $ the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Charles Sweitzer for the use of Edward B Bridge

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

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

Attest: John Cassil

CLERK.

Exc Doc. No 2 Page 93

Charles Sweetzer

vs

Silas G. Strong

Dam.	$134.41
Costs.	8.22
Increase	4.06
This writ	41
Total	$147.10

Interest from Aug 31. 1842

Service —	$0.65
Mileage —	5
advertising	25
	$0,65
Printers fee	3 00
	$3 65

Filed Aug 19. 1845

John Cassil Clk

Received this writ June 18th 1845 — July 18th 1845 advertised the within described real Estate in the Argus a paper published in the County of Union for sale on the 18th day of August A.D. 1845 at the door of the Court House in the town of Marysville in said County between the legal hours — August 18th 1845 I sold to M Alper the within described Real Estate for sale at the door of the Court House to public out Cry — and not sold for want of bidders

Geo M Robinson Sheriff

advertised Recorded

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of Silas G Strong viz. 185 acres of land Survey No 5505 Beginning at an Ash Sugar tree & Iron wood the N. E. corner to survey No 584. in the name of R. Means, thence N. 10 W. 182 poles, more or less, to an Ash, Beech & Iron wood the S. E. Corner of Survey No 5810. in the name of W Bunting thence S. 80 W. 13 poles to the corner of land conveyed by Strong to Blackburn & Brown, thence, with their line S 10 E. 182 poles to another of their courses thence N 80 E. 13 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 Charles Sweetzer for &c. E. Bridge the sum of One hundred thirty four dollars and Forty one cents, for his damages, together with $ 8.22 for his costs, with interest thereon from the 18 day of June A. D. 1842 until paid, which late in our said Court the said Charles Sweetzer for &c. recovered against the said Silas G. Strong.

as of record is manifest. Also, $ 4.06 increase of costs, and the accruing costs. ~~And if in~~ your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Charles Sweetzer

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 18. day of June A. D. 1845.

John Cassil CLERK.

Charles Switzer
vs
Silas G Strong

Damages	$134.41
Costs	8.22
Increase	16.18
This writ	.41

Filed June 14. 1857
Jas Kirkwood Clerk

Recorded

C Switzer atty for Pltff

Received this writ June 12th 1857
Not advertised for want of time

G
Geo Milose 5
Levis 35
40

June 14th 1857

William G Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

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

Front. In lot No. 41. in the Town of Marysville Union County Ohio —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Charles Swetzer

the sum of One hundred and thirty four dollars and forty one cents for his ——— for ——— damages, together with $ 8.22 — for his costs, with interest thereon from the 31st day of August A.D. 1842 until paid, which late in our said Court the said Charles Swetzer —

recovered against the said Silas G. Strong —

as of record is manifest. Also, $ 16.18 ——— 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 Charles Swetzer

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

Witness, ~~JOHN CASSH~~ James Kirkade jr, Clerk of said Court at the Court House in Marysville, this 13th day of June A.D. 1857

James Kirkade jr Clerk.

304

Charles Swetzer
vs
Silas G. Strong

Damages $134..41
Costs — 8..22
Increase costs 16..99
This writ ..41

To Sept 5. 1851

Recorded

Received this writ August 18th 1851
Not satisfied or offered for sale for want of sufficient property

Geo Milose S
Fees 35/40

William B. Mann Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

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

Town A In Lot No. 41 in the Town of Marysville Union County Ohio.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Charles Switzer

the sum of One hundred and thirty four — dollars and forty one cents for his ~~for~~ damages, together with $ 8.22 for his costs, with interest thereon from the 31st day of August A.D. 1842 until paid, which late in our said Court the said Charles Switzer

recovered against the said Silas G Strong —

as of record is manifest. Also, $ 16.99 — 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 Charles Switzer

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

Witness, ~~JOHN CASSIL~~ James Kirkade Jr, Clerk of said Court at the Court House in Marysville, this 18th day of August A.D. 1851

James Kirkade Jr Clerk.

304

Charles Stockton
vs
Lewis G. Strong

Damages $134.41
Costs 8.23
Interest 17.70
Mis. writ, order &c. 1.41

Vendi with clause and
Order to reappraise —

Filed April 6 1852
James Stone Clerk

Received this writ November 15th 1851 there being no other goods or chattels lands or tenements found where on to levy and the within described Real Estate Appraised on 29th day of January AD 1852 by the oaths of John Johnson Jacob Bowson and Bill Wilson at one Hundred and fifty dollars, and delivered to the Clerk of the Court from which this writ issued a certified copy of the appraisement on the 6th day of February 1852 and the within described Real Estate Advertised to be sold in the Marysville Tribune a news paper Published and in general Circulation in union County Ohio for at Least thirty days previous to the day of sale afterwards to wit on the 5th day of April AD 1852 it being the day Advertised since Property to be sold between the Legal hours of ten o clock AM and four o clock PM offered the same at the door of the Court house in said county at Public auction and sold the same to Rodney Pickett for one Hundred and Twenty five dollars he being the Oliest and Best Bidder therefor, and it being more than the two thirds of the appraisement

Fees Milage	5
Levis	35
Inquest	1 00
Advertising	25
Copy Appraisement	30
Poundage	2 50
Principles fee	3 00
	$7.45

William C Martin Sheriff

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Silas G. Strong, lowit, In Lot, No. 41 in the Town of Marysville Union County Ohio —
And that you have the same reappraised,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Charles Swetser

the sum of One hundred and thirty four dollars and forty One cents for his ——— for damages, together with $ 8.22 for his costs, with interest thereon from the 31st day of August ——— A. D. 1842 until paid, which late in our said Court the said Charles Swetser ——— recovered against the said Silas G. Strong —

as of record is manifest. Also, $ 17.70 ——— 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 good 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 Charles Swetser ———

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

Witness, JAMES KINKADE Jr., Clerk of said Court at the Court House in Marysville, this 15th day of November A. D. 1857

James Kinkade Jr Clerk.

Docket Page 304

Charles Arnold
vs
Gilas G. Strong

Damage	$134,41
Costs	8,22
Increase	9,12

Service	$0,35
Mileage	5
Advertising	25
Fees	1,00
Sum	$1,65
Fees Wm Robinson	2,50
	4,15

Sheriffs

Filed July 22. 1846
John Cassidy

Received this writ April 28th 1846. Levied May the 8th 1846 on in Lots No 41. & 44. in the Town of Marysville Union County Ohio, in Con Junction with a Levy made at the same time in the case of Wm Gilney & Thomas Orr vs Gilas G. Strong - both of said Levies made subject to a former ~~Judgment~~ Levy in the case of Demas Adams vs Gilas G. Strong. had the same appraised by the oath of Cyprian Lee Adam Wolford & Ambros Meker they being free Holders of said County, at Eleven Hundred & Fifty Dollars. and returned a Copy of said appraisment to the Clerks office forth with —

Advertised the above described real Estate in the Argus a newspaper published and in general circulation in Union County for sale at the door of the Court House in said County between the hours of 10. o'clock A M & 4. o'clock P M - offered the above described real Estate by publick out cry but Sold for want of Bidders —

Wm M Robinson Sheriff

Entered 8/5

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 31st day of August A. D. 1842.

Charles Sweitzer

recovered against Silas G. Strong

as well ~~as~~ the sum of One Hundred & Thirty four dollars and forty one cents for his ~~debt, or the sum of~~ ~~dollars and~~ ~~cents for~~ damages as also the sum of $ 8,22 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 Silas G. Strong

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the Thirty first day of August A. D. 1842, until paid: also the sum of $ 9,12 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 Charles Sweitzer

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 seventeenth day of April A. D. 1846.

John Cassil Clerk

Sturtevant & Stoong } Pr for Exp

Issued

Charles Sumner } Trial Minor Court Plens 1842

v.

Silas G. Strong } Leave an execution returnable to next Term -

To the Clerk of Minor Court Plas - Term - 4th 1845; } Charles Sumner for Plaintiff

Filed April 16-1800
John Cassil, Clk

Charles Sumner
vs
Silas G. Strong

Leave a fee for
Furthermore the time
Case
To the Clerk of Macon County

April 10th 1846

Charles Sumner
for Mercy

1842-CV-23

Filed June 18 1852
James Dunn Clerk

SHERIFFS SALE.

Charles Sweetser }
vs
Silas G Strong. }

By virtue of a venditioni exponas to me directed from the Court of Common Pleas, of Union county, Ohio, I will offer for sale at the door of the court house, in said county, on the 5th day of April, A D 1852, between the legal hours of ten o'clock A M and 4 o'clock P M, the following described real estate: situate in the county of Union, and in the State of Ohio, and in the town of Marysville to wit: In lot No. 41.

Appraised at one hundred and fifty dollars.

W C MALIN, *Sheriff U C.*

Feb. 21, w5. pf$300.

I, C Standton, do solemly swear that I am publisher of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County Ohio, and that the annexed notice was published five consecutive weeks in the same prior to the 5th day of April 1852.

C. Standton

Sworn to and subscribed me this 19th day of June 1852

James Turner clerk

Civil/Domestic Case File

Case No. 1842-CV-0024

Civil/Domestic Case

1842-CV-0024

located with

Supreme Court Case

1842-SC-0021

Civil/Domestic Case File

Case No. 1842-CV-0025

Civil/Domestic Case

1842-CV-0025

located with

Supreme Court Case

1842-SC-0018

Civil/Domestic Case File

Case No. 1842-CV-0026

No. 42-CV-26

Union Common Pleas Court.

Edward Bowen
Plaintiff,

AGAINST

Wm Woods.
Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3 Page 77

Record No. 4 Page 98

Ex. Doc. Page

Edward Bowen
vs } Trans cript
W. W. Woods

Filed April Dec. 1842
Pat A Gillette

Cost bill made

Recorded, Book 4 p. 98.

State of Ohio Union County

Edward Bowen vs Albert Munsel

Judg $71.69

Justice cost Judg	$0.12½
Satisfac	0 10
Paid Bond	0 25
Executio	0 25
do	0 25
do	0 25
do	0 25
do	0 25
costs on scire facias	0 62
this transcript	31¼

Suit Brought on note which reads as follows Due Ward & Ross or bearer the Sum of Sixty nine dollars and Sixty one cents for value Received June 26th 1840

(signd) Albert Munsel

Dec. 30th 1840 this Day came the Defendant and confessed Judgment it is considered by me that the Plantiff Recover of the Defendant a Judgment for the Sum of Seventy one dollars Sixty nine cents and costs of Suit

In the above Suit of Edward Bowen against Albert Munsel I. W. W. Woods do acknowledge my self Bail for the Defendant for Stay of execution in the Sum of Seventy five dollars to be levied on my Goods and Chattles lands and tenements if default be made in condition following which is that the said Albert Munsel Shall Pay the above Judgment and costs and costs that may accrue

W. W. Woods

Taken signed and acknowledged Dec 30th 1840

James Turner J P

Execution issued Aug. 28th 1841 which was returned by John Hurly constt endorsed Levy made on one Cooking Stove the Stove sold for $2.00 Retained my fees $0.82 Paid Plantiff $0.44. Paid Justice $0.73

Sept 25th 1841 Execution issued Sept 25th 1841 which was returned by John Hurly constt endorsed Oct 5th 1841 Levy made on one cooking Stove & apparatus

the Property sold for $2.06 Paid Plantiff $1.00
Paid Justice $0.50 Retained my fees 56 cents Oct 23th 1841
Oct 30th 1841 Execution issued to John Hurly
constt which was returned endorsed Nov 5th 1841
Levy made on one Turning Lathe Levy milage & advertising
50 cents the Lathe sold for $7.12½ Paid Plantiff
$6.12½ Paid Justice 25 cents Retain my fees 75 cents
Nov 27th 1841 John Hurly constt
Execution issued Nov 29th 1841 to John Hurly
constt which was returned endorsed Levy made on one
lot of Chair Stiffs Dec 16th the property sold
for 25 cents to Plantiff fee Levy 20 cts milage & advertising
30 cts Dec 28th 1841 Execution issued Dec 28th 1841
to John Hurly constt which was returned endorsed
no property found whereon to Levy Jan 13th 1842
fee milage 5 cents
Received on the above $2.50. Edward Bowen

January 17th 1842 issued Scire facias against
W. W. Woods Surety for Stay of execution and
Delivered it to John Hurly constt for appearance on
the 21st Day of January 1842 at 1 o'clock P.M.
January 18th 1842 Scire facias returned endorsed Served
by reading fee 15 cents Jan 20th 1842 W. W. Woods
filed his Plea of Defence
January 21st 1842 – 1 o'clock P.M. the Parties
failed to appear no cause shown to the contrary
it is considered by me that the said Edward
Bowen Plantiff to the original Judgment
Recover of said W. W. Woods the Surety a
Judgment for the sum of Sixty Six dollars and
eighty three cents Balance due on the original
Judgment int and costs and his costs

taxed here at $0.52½. In the action of Edward Bowen against W. W. Woods I. Robson L. Broom do acknowledge my self Bail for W. W. Woods for an appeal in the sum of one hundred and thirty five dollars to be levied of my goods and chattles lands and tenements if in case the said W. W. Woods the appellant fail to pay the above judgment and costs and costs that may accrue in the court of common Pleas, Robson L. Broom
Taken signed and acknowledged before me this 31st day of Jan, 1842 James Irwin JP

I certify the above to contain a true copy of the proceedings on my docket April 26th 1842 James Irwin JP

W W Woods
Plea

Edward Boan.
vs
Albert Mansell.
Scirfacias to W W Woods Bail
for Stay of Execution to Show
Cause

Before James Turnerff

In this Case now comes
the said W W Woods and
for cause why Execution
should not issue against
him in the above cause

Says that by payment & new contract with sd Mansell
the orgl Plff & principal Plff has in law discharged
the said Woods from his liability as security
2nd The the same has been paid or a new & perfect
Contract for consideration for the payment thereof by
sd Mansell
3d Full payment has been made of sd Judgment
4th The proceedings are illegal & informal

W W Woods

Notice of Appeal

Edward Bowen
vs } Sirefacias
W W Woods

Debt & cost $66.83
this writ 25

Served by reading 10
Mileage ——— 5
Jan the 13th 1842
John Harley Const
Filed June 8th 1842
James H. Gill Clerk

State of Ohio Union County ss
To any constable of Paris Township Greeting
Whereas Edward Bower recovered Judgment against Albert Mumsel for the sum of $71.81 on the 30th day of Dec 1840 as appears of Record and where as W. W. Woods on the same day became surety on behalf of the said Albert Mumsel for the Payment of the amount of the Judgment aforesaid together with the costs & interest & costs that might accrue to the said Edward Bower as appears by the Recognizance of the said W. W. Woods which Judgment interest & costs to the amount of $66.83 Remain due & unpaid this is therefore to command you to summons the said W. W. Woods to be and appear before me James Lyons a Justice of the Peace in the Township aforesaid in said county at 1 o'clock on the 21st day of Jan. Inst. 1842 to show cause if any there be why Judgment should not be rendered against him for the debt Int and costs afore said and why execution should not issue therefor and of this writ make legal service and due return
Given under my hand and seal this 17th day of Jan AD 1842 James Lyons J P (Seal)

Civil/Domestic Case File

Case No. 1842-CV-0027

No. 42-CU-27

Union Common Pleas Court.

Andrew S Alden
Plaintiff,

AGAINST

Jesse Harden
Defendant.

April 1843.
Judg. vs. Defendt for
1/2 costs & pltf for
1/2 costs

Journal 3 Page 102
Record No. 4 Page 133
Ex. Doc. 1 Page 295

Andrew J. Alden

v. J. Hawes et al

Lettie Harden

Filed Apl 26. 1882

Las G. Lincoln

Cost bill made

(Recorded.)

The state of Ohio Union County ss

Andrew S. Walton
vs
Jesse Hanton

In a plea of debt on account for rents of land pasture &c.

January 25th 1842 Summons issued for the defendant returnable at 9 o'clock A.M. on the 29th instant supoenas issued by order of the plantiff for John S Irwin
Jesse Lawton 2
Rufus Maynard fees 20½ cts
summons 12½

January 29th 9 o'clock A.M. the parties appeared on motion of the defendant the case was continued to the 4th day of February next at 9 o'clock A.M. 10

the following persons attended & claimed their fees
John S Irwin 50
Jesse Lawton 50
Rufus Maynard 50
Subpoenas issued by order of the plantiff
John S. Irwin
Jesse Lawton
Rufus Maynard 20½ cts
for defendant
William H Silver
Alonzo Sherlick
Carmichael Sherlick
Samuel Mitchel 24½ cts
February 4th subpoena for
Ric P. Munn & Keys for plenty 15
Attachment for Cotton 25

January 29th
summons returned executed by reading on the defendant on the 26th instant by Elias Topliff Constable 10 Mileage 35 — 45
Subpoenas executed by reading 30
Mileage 34 & 40 — 74
February 4th
Subpoenas returned by Elias Topliff Constable
for plantiffs Witness 65
for defendants 85
for Keys 35
for Munn 35
attachment for Cotton 40
Subpoena for Holand 25
for Mercer 25
$4.60

February 4th 9 o'clock AM

The parties appeared by their attorneys & the following persons were sworn under subpoena & gave testimony in the case

for the plaintiff

	fees	Constables fees	Justice fees		
John S. Irving	50				
Jesse Lawton	50		12½	summons	
Rufus Maynard	50		20½	subp for three	
R. P. Allen	50		20½	ditto	plaintiff
Obed Holcomb	50	140	24½	for four	defendant
defendant			24	attachment	plaintiff
William Silver	50				
Alonzo Garlick	50		24½	subp for one	defendant
Andrew Keys	50		12	ditto " "	plaintiff
William Davis	50		46	swearing 14 witnesses	
John McLean	50	120	24	judgement	
Commi B. Garlick	50				
January 27th			24	appeal bond	
John S. Irvin	50		31½	transcript	
Jesse Lawton	50		2,64¾	total justice fees	
Rufus Maynard	50	1275	460	" constables fees	
attachment		55	700	" witness fees	
total cost	$7,00	$14,60			

after hearing the evidence in the case & the argument of the Counsel & after carefully examining the same it is considered by me that the plaintiff recover of the defendant ten dollars & fifty cents & cost of suit taxed at thirteen dollars & sixty seven cents

February 4th defendant gave notice of an appeal and entered into bond for that purpose with Obed Holcomb & Adam Freese William Davis & Benjamin Thompson his securities in the sum of fifty dollars

I certify the above to be a correct transcript of the original proceedings in the above case

February 10th 1842 William Irvin J.P.

Jesse Hardin
ads
Andrew Adlen

Plea with notice &c

Filed April the
7th 1843
John Cassie
Clerk

By Allison & Hall
~~H. W. Allison~~
~~Dep Atty~~

Jesse Hardin
ads
Andrew S. Alden

Union County Common Pleas

And the said Jesse Hardin comes and defends, &c. and says that he did not assume and promise in manner and form as the said Andrew S Alden hath declared against him; and of this he puts himself upon the country; and the said Andrew S Alden doth the like.

By Hall & Allison his Attys

The plaintiff will also take notice, that the defendant on the trial of this cause will give in evidence and insist that a former adjudication of the same matters in dispute was had before Andrew Keyse a justice of the peace in and for Union township. Union County Ohio. between said plaintiff and defendant. and a verdict given by said Keyse. (having jurisdiction) of all said matters in dispute

Also that payment in full was made to the plaintiff by the defendant previous to the commencing of this suit.

Aldson
vs
Hardin

Bond before
Arbitrators

Filed April 18th
1849
John Caffil Clk

Know all men by these presents that we Andrew S Alden & Andrew Reyes are held firmly bound unto Jesse Harden in the sum of Five hundred Dollars to the payment of which we ~~ourselves~~ bind ourselves by our seal this 15th day April A. D. 1843

Whereas the above bond Andrew S. Alden and Jesse Harden hereby agree to Submit all differences and claims and Every thing appertaining to a certain suit now pending in the Court of Common pleas of Union County State of Ohio Wherein A. S. Alden was plaintiff before Wm B Irwin Esq and appealed by Jesse Harden to the said Court to Wm Winget Samuel Maynard and John S Irwin arbitrators and to abide by their award to be given in writing on or before the 17th day of April A. D. 1843 by 12 O. Clock on said day being now appointed opened for said arbitrators.

Now if said Andrew S Alden shall abide said award and pay the full amount of said award then this obligation to be void otherways to be and remain in full force and virtue Given under our hand and seal this 15th day of April A. D. 1843

attest
R S Maynard

Andrew S Alden (Seal)

Andrew Reyes (Seal)

the Defendant at the commencement of this suit; with the appurtenances, of the plaintiff by the Defendant, at his request, and by the sufferance & permission of the plaintiff for a long time held and enjoyed;

And in Seven dollars and Twenty five Cents for the use and occupation of a certain pasture, to wit: the pasture adjoining the lands and premises mentioned in the last foregoing Count of this declaration, with the appurtenances, of the plaintiff, by the Defendant at his request, and by the sufferance and permission of the plaintiff for a long time held and enjoyed; —

And in Two Dollars and Twenty five Cents for the use and occupation of a certain lot of land, to wit One and a half acres of land used for raising beans, Corn, potatoes, &c. adjoining the lands and premises mentioned in the foregoing second Count of this declaration, with the appurtenances, of the plaintiff, by the Defendant, at his request, and by the sufferance and permission of the the plaintiff for a long time held and enjoyed:

~~And the Defendant afterwards, on the day and year last aforesaid, in Consideration of the premises respectively promised the plaintiff to pay to him the said several sums of Money~~

And in Forty seven dollars for money found to be due from the Defendant to the plaintiff on an account then stated between them: —

And the Defendant afterwards, on the day and year last aforesaid, in Consideration of the premises respectively promised the plaintiff to pay to him the said several sums of money in the last four Counts mentioned. Yet the Defendant hath disregarded his promises, and hat not paid any of the said several ~~sums~~ of Money in the last four Counts mentioned nor any part thereof; — To the damage of the plaintiff Forty Seven Dollars; And therupon he sues, &c. By Carey & Wilson, his Attorneys.

Hampshire Common Pleas:

Abraham H. Allen } Plat.
vs. } In
Asher Hamlin } Hampshire:

Filed October 18, 1848.
John Cornell,
Clerk pro tem.

The State of Ohio, } Court of Common Pleas;
Union County, ss. } August Term A. D. 1842:

This Case Comes into Court by way of appeal from the docket of a Justice of the peace, and thereupon Andrew S. Alden Complains of Jesse Harden in a plea of Assumpsit, for that whereas, heretofore, to wit: on the 15th day of April 1841, at the County aforesaid, in Consideration that the plaintiff, at the request of the Defendant would demise and let to him a certain Messuage or tenement, lands and premises, to hold the same to the defendant from thence for one year, at and under a certain yearly rent, to wit: the yearly rent of one half of the Crop to be by said defendant raised upon said lands and premises, he, the said Defendant, then promised the plaintiff to pay him the said yearly rent of One half of the crop to be by said Defendant raised, as aforesaid, at the Customary time of paying rents; And the plaintiff avers that he, confiding in the said promise of the Defendant, did afterwards, to wit on the said 15th day of April 1841, demise and let to the Defendant the messuage or tenement, lands and premises aforesaid, to hold the same to the Defendant for the said Term, and at and under the said yearly rent, to be paid as aforesaid; and the said Tenancy Continued from thence until the 15th day of April 1842, and although after the time of making said promise by said Defendant, and during said tenancy, to wit: on the 15th day of January 1842, a large quantity of the aforesaid rent, to wit: One Hundred and fifty bushels of Corn, of the value of $37.50, being a part of the Crop raised by said Defendant on said lands and premises during said Tenancy, became and was due ~~was~~ and payable from the Defendant to the plaintiff, Yet the defendant, though often thereto requested, hath not paid the said rent, to wit: One Hundred and Fifty bushels of Corn, of the value of $37,50, so due as aforesaid, nor any part thereof:

And also for that whereas the Defendant aforesaid on the 15th day of January 1842, at the County aforesaid, was indebted to the plaintiff in Thirty Seven dollars and fifty Cents for the use and occupation of a certain other Messuage, and Certain other lands and ~~[illegible]~~ premises, to wit: the messuage and tillable fields occupied by

Dolhart Cassel

Filed April 7th
1843 John Cassel
Clerk

Alden
&
Hardin

Issue Subpoena
for
William Silver Along
Garlick, Andrew Keyes
Wm Davis J McNeer & P
Garlick. Jane Sanford
A Hall
A Ely

J. Elk

Pltff's Writ
John A. Lewis.
Defts Lawton.

Summons 12½
Service 16½

Deft

Pleads. Non assumpsit. ~~[illegible]~~
That he has kept & performed all contracts
with notice that the matter
in Bill have been adjudicated

7 208½ 4.10

9½
11

Jesse Hardin Dr.

To Andrew S. Alden.

Jan. 25th To 150 bushels of rent
Corn at 25 cents per bushel - - $37.50

To pasturage, 7.25

To use of 1½ acres of land used for raising
bean, Corn, ~~Tobacco~~, &c. 2.25

$47.00

Appeal Bond
Aldon
vs
Hendon
$50.00

Andrew J. Aldon
vs } In a plea of Debt
Jesse Hendon } In the above Case

We Jesse Hendon William C. Davis John Mc neece
obed Coulk & Addam frees are held & firmly
bound unto Andrew J Aldon in the same of fifty
dollars to be levied on our goods & chattles Lands
and tenements in Case the above bound Jesse Hendon
shall be condemned in the above Case & shall fail to
pay the condemnation money & the Cost that have
a risen & that shall arise in the Court of Common
pleas taken signed an acknowledged this 12th day
of February 1842 William B Irvin J. P.

Jesse Hardin
Obed Holcomb
Wm C Davis
Addam his mark frees

Benja Thompson

Served by reading alongs Garlick & by copy on Wm Davis
Joh McKean Andrew Rupp Wm Miller 14 1843 & Jesse
Lanton by copy Apl 14. 1843 John Capsil for W. W. Steele

A. S. Alden
vs
Jesse Hartman

Sub. for Harding
witness

Served by reading to C. P.
Garlick & Wm F. Silver Apl 10. 1843
W W Steele Shff

Filed April 15th 1843
John Capsil Clerk

Serv	87½
Mile	55
Copies	40

Filed April 15th 1843
John Capsil Clerk

W F Silver demands his fee not paid for want of Funds

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William F. Silver, Alonzo Garlick, Andrew Reys, William Davis, John M'Neir, C. P. Garlick, and Jesse Lawton to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of Jesse Hardin in a certain matter in controversy in our said Court depending: wherein Andrew S. Alden is plaintiff, and Jesse Hardin is ~~Defendant~~ defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness ~~James H. Gill~~ John Cassie, Clerk of said Court at the Court house aforesaid, this Seventh day of April A. D. 1843.

John Cassie CLERK.

Sub. for Witnesses
in case of Aldrich
vs. Martin

Served by reading to ~~C. F. Garlick~~ & ~~Wm Hill~~
~~[illegible]~~ April 14 1843. to John S. Irwin Rufus
Maynard & Obed Holcomb & by Copy on
on Lessee Sawyer, & by Copy on R. P. Mar
Apl 17. 1843 J. Cassil for
W. W. Steele
Shff

Serv	62½
Mile,	60
Copies	20
	1,42

Filed April 17, 1843.
John Cassil, Clk.

~~Wm Hill demand a list of witnesses for want of Fees~~

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John S. Irwin, Jesse Lawton, Rufus Maynard, Reuben P. Mann and Olin Holcomb,

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of Andrew S Alden

in a certain matter in controversy in our said Court depending: wherein Andrew S Alden is ——— plaintiff, and Jesse Hardin is ——— defendant.

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

Witness ~~James H. Gill,~~ John Capsil Clerk of said Court at the Court house aforesaid, this eighth day of April A. D. 1843.

John Capsil CLERK.

Alder
vs
Mardin

Award of Arbitrators

Filed April 18th 1843
John Capill Clk

Judge Thornton

S S Slater
vs
Jesse Barden
in Arbitration

Joseph Sweeby & Joseph Lift for Wm Silvers and George Wilson also Swore all the witnesses & referees

April 15 1843
Met at the School house in District No 2 in Union Town Ship & Union County ohio Samuel Maynard Wm Wingert, referees Jesse Lancaster R S Maynard John S Irwin George Wilson Wm Silvers Samuel Slater & Wife Sworn & examined for the Plaintiff and John Ellis near Samuel Mitchel George Mosely Sarah Davis & Garlick J. Bullard Samuel Reed sworn for the Deft
We the Referees being duly Sworn and investigating the testimony we do award as follows to wit that each party pay half the cost and quit even
Given under our hands this 15th day of April 1843.

Saml Maynard
Wm Wingert } Referees
John S Irwin

Exc. Doc. P. 294

And. S. Alden

v.

Jesse Hardin

Costs	$16.14
Inov.	1.11
Writ	.41

Service	$0.35
Mileage	70
Bond	50
Levy	35
Advertising	25
	$2.15

Wm. M Robinson
Sheriff

Filed July 27. 1846
John Cassil Clerk

Recorded

Received this writ May 22nd 1846 — Levied June 3rd 1846 — on 3 Head of Horses, 4 Cows, 4 yearling Heifers, 1 yoke of Bulls, 35 Head of Hogs, 50 Head of Sheep one Two Horse Wagon, one Two Horse Buggy & 2 yearling Colts in Conjunction with 2 other Executions to wit Mr Gooding v. S. & S. Allen & John Cassil Superior v. S. & A. S. Allen. taken in the property of the said A. S. Allen — where in the above described goods & chattels in the Affidavit & paper published in Union County for sale at the residence of said Allen in Union J. P. on the 25th day of July 1846

Wm M Robinson Sheriff

Not Said for want of Bidders — Wm M Robinson Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action of Replevin lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Andrew S. Alden was plaintiff, and Jessee Hardin was defendant, the costs of the said Andrew S. Alden were taxed at Seventeen dollars & Twenty five cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said Andrew S. Alden in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 10th day of Novr. A. D. 1842 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Coart House in Marysville, this 21. day of May A. D. 1846

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0028

Civil/Domestic Case

1842-CV-0028

located with

Supreme Court Case

1845-SC-0008

Civil/Domestic Case File
Case No. 1842-CV-0029

No. 42-CV-29

Union Common Pleas Court.

Elba Burnham admr
Plaintiff,

AGAINST,

John Milligan et al
Defendant.

APR TERM 1842

DECREE FOR PLAINTF

Recorded &
Indexed

Journal 3 Page 26

Record No. 4 Page 8

Ex. Doc. 1 Page 261

51
12
60.2
51
653
51
704

Elba Burnham
Administrator of
Harvey Burnham
Dec'd vs
John Milligan &
Thomas Dawson

Judgt — $85,75
Cost — 1 61/4
$87,36 1/4

Filed Apl 27. 1842
Jas. F. Gill Clerk
ex bill made
Recorded

Elba Burnham
Administrator of
Harry Burnham Dec.
vs
John Milligan &
Thomas Dawson

Debt & Int. $85.75
Fees cost
Summons 12½
Judgt. 12½
Ex.n 25
Tax 10
Transcript 31¼
Cons. fees
travel .15
Service 20
Serving Ex. 20
travel 15
$87.36¼

February 20th 1842 Suit brought on a Note of which the following is a copy

$75.60 September 9th 1839 On or before the first day of December next we or either of us promise to pay Harry Burnham or order the sum of Seventy five dollars & sixty cents for value Rec.d of him John Milligan Thomas Dawson

Summons issued the 28th Feb.y 1842 returnable the 5th March at One O'clock P.M.

Summons returned Served by reading travel 15 cents Service 20 cents J. Epps Const.

March 5th One of the Defendants John Milligan appeared and confessed Judgement on the above Note Therefore Consider that Judgement be rendered against said defendants John Milligan & Thomas Dawson for the sum of Eighty five dollars & Seventy five cents together with the costs of suit herein taxed at sixty cents

Execution issued the 7th March 1842 and returned the 31st March No property found Money not made travel 15 cents Service 20 cents J. Epps Const.

It is suggested some of said defendants have lands liable to be levied upon on Execution

The State of Ohio Union County Allen 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

E. Moray J.P. of the afore said Township

This transcript 31¼ cents
Costs paid by Plaintiff to the amt. of $1.61¼
Apl. 21 AD 1842 E. Moray J.P.

Elba Burnham
Admr
v Jesse Fue

John Milligan &
Thos Dawson

Served by Certified
Copy April 27.
1842 on John Milligan
~~[illegible]~~
Thos Dawson not found
W M Steele Shff

Serv	55
Mile	05
Copies	44
	104

The State of Ohio Union County ss
To the Sheriff of said County Greeting
Whereas Elba Burnham on the 5th day of March 1862
as Administrator of Harvey Burnham dec'd recovered
a Judgment before E W Cray one of the Justices of the
peace within and for said County of Union for the sum
of $85.75 Debt and $0.60 cents costs against John
Milligan and Thomas Dawson upon which said Judg-
ment an Execution was issued by said E. W. Cray
and returned no goods found whereon to levy and it having
been suggested to the said E. W. Cray that the said ~~John~~
Defendants have lands and tenements as to us appears
by a transcript of the said Judgment and proceedings
filed in our Court of Common Pleas within and for
said County of Union We therefore command you
that you make known to the said John Milligan
and Thomas Dawson to appear forthwith before our
said Court to show cause if any they be why execution
should not issue against their lands and and
tenements to satisfy said Judgment and further
to do and receive what our said Court shall in that
behalf consider of them
Witness James H. Gill Clerk of said
Court April 27, 1862
James H. Gill Clk

Union Common Pleas.

E. Burnham, Admr. of
Haney Burnham, dec.
vs.
John Milligan.

Damages	$85.75
Justices' costs.	1.61¼
Court costs,	8.45
Increase,	7.01
Writ,	0.41

Recd Oct 3d 1842.
Advertised property for Sale, on the 5th day of November 1842 Not sold for want of bidders Nov 5. 1842 Wm W Steele Sheff

Serv	35
Mile	5
Advty	1.62
	$2.02

Filed Nov. 5, 1842.
John Cassil, Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those 25 acres of Land, Survey No. 2833,

(lands and tenements of John Milligan)

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 Elba Burnham, administrator of Harvey Burnham, deceased, the sum of Eighty Five Dollars and Seventy Five Cents damages, as well as $10.06¼ costs,

with interest thereon from the 29th day of April, A. D. 1842, until paid.

Also, $ 7. 01 — increase of costs, which late in our said Court the said Elba Burnham, Administrator as aforesaid, ——— recovered against the said John Milligan, ———

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

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

Witness, ~~James H. Crum,~~ John Cassil pro tem. Clerk of said Court, at the court-house aforesaid, this 3d day of October,

A. D. 1842.

John Cassil, ——— Clerk pro tem.

Ex. Doc. No. 2 page 2

Elba Burnham
vs
John Milligan

Damages	$ 85.75
J. P. Cost	1.61
Court "	8.41
Increase	10.25
Writ — —	.41

Rec'd this writ 6. March 1844 offered the prop. according to law (having advertised the same previously as required by the Statute,) on the 8. of April 1844, But no sale for want of Bidders

W W Steel Sheriff

Serv	.35
Mile	.05
Advr	.25
	.65
Sheriff	1.50
	2.15

Filed April 9 1844
John Caper Clk

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 John Milligan to wit; twenty five acres of survey No. 2833, beginning at Wm. Milligans North West corner in the back line of the original survey thence S. 83° West with Wm. Milligans line to the center of the creek thence with the creek to a stake, thence to the back line thence with the back line 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 Elba Burnham administrator of the estate of Harvey Burnham Decd.

the sum of eighty five dollars and seventy five cents, for his damages, together with $ 10,06 for his costs, with interest thereon from the 4th day of March A. D. 1842 until paid, which late in our said Court the said Elba Burnham recovered agaiest the said John Milligan

as of record is manifest. Also, $ 10 25 increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 6th day of March A. D. 1844

John Cassil CLERK.

Levied on Land in Lenox with another Execution of Matthew Jewett
vs Jno Milligan upon 25 acres of land bounded as follows
viz: Milligan corner in back line of the original Salisbury
thence S 83 W with Milligan line to the centre of the Creek
thence with the Creek to a stake thence to the back line thence
with the back line to Beginning being the same premises
by J. Milligan of Westfield the same
July 30. 1842. Appraised the same by the Oath of Jno
Miller Ezra L. Dunn & Elv Gray at $85.75 per acre
Returned the same for Sale Aug 26. 1842
Not sold for want of bidders W W Stanley Shff

Ex Docket. Vol. 2. page 2.

E. Burnham Admt. of
Harvey Burnham decd

v

John Milligan

Damages	$85.75
Justices costs	1.61½
Cons costs	8.45
Cert	.41

Rec July 22. 1842
W W Stanley Shff

Serv	35
Mileage	50
Inquest	1.00
Appraisers	1.50
Adv &	3.25
	6.60

Filed Aug 27. 1842
Jas W Gill Clerk

Sale 26 Aug

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Elba Burnham Admr of Henry Burnham dec'd recovered an award of execution against the lands and tenements of John Milligan upon a Judgment rendered against said Milligan and in favor of said Burnham Adm'r by E. N. Gray J.P. on the 5th day of March 1842 for the sum of $85.75 damages ~~recovered against~~ and $1.61½ costs - also

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

~~and~~ ~~cents for~~ ~~damages~~ the sum of $8.45

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John Milligan

you cause to be made the damages and cost aforesaid with interest thereon from the day of Judgments A. D., 184 . until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Elba Burnham

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 22nd day of July A. D., 1842

Attest: James H. Gill CLERK.

Ex. Doc. No. 2. Page 2.

Elba Burnham admr.
vs
John Milligan

Damages —	$85,75
Justice costs	1,61½
Court costs	8,45
mileas	9,44
Writ	,41

Rec'd Aug 29. 1843. —
Offered the prop. for sale
Oct 7. 1843. (having previously
Advertised the same accor-
-ding to law,) but found
no bidders.
Oct 7. 1843. W. W. Steele Sheff

Serv —	35
Mile	5
Sheff Fee	,40
Agog	1 62

Filed October 9th 1843
John Cofiel Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of John Milligan, to wit. twenty five acres of survey No. 2833, beginning at Wm Milligans N. W. Corner in the back line of the original survey thence S. 83. W. with Wm Milligans line to the center of the creek thence with the creek to a stake, thence to the back line, thence with the back line to the begining being the land purchased by John Milligan of Hugh Thompson

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 Elba Burnham administrator of Hervey Burnham deceased the sum of eighty five dollars and seventy five cents, for his damages, together with $ 10, 06¼ for his costs, with interest thereon from the 29th day of April A. D. 1842 until paid, which late in our said Court the said Elba Burnham administrator as aforesaid recovered against the said John Milligan

as of record is manifest. Also, $ 9, 44 increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Elba Burnham

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 29th day of August A. D. 1843

John Cassil CLERK.

Rec'd this writ May 23 1844. advertised according to law and offered the property for sale June 25. 1844, but made no sale for want of bidders

N. N. Steen Sheriff

Union Com Pleas 2/124

Elba Burnham Admr of Harvey Burnham dec'd
vs
John Milligan

Damages	$85.75
J.P. Costs	1.61¼
Court Costs	8.45
Increase	.12.81
This writ	.41

Serv —	35
Mile	05
Adv &	25
	.65
Pr. fee	3.00
	$3.65

Filed June 25. 1844
John Cassil. Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of John Milligan to wit; Twenty five acres of Land Survey No 2833, beginning at William Milligans N.W. Corner in back line of the original Survey thence S 83° W with William Milligans line to the centre of the creek thence with the creek to a stake thence to the back line thence with the back line to the begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Elba Burnham administrator of the Estate of Harvey Burnham Deceased the sum of Eighty five dollars and Seventy five cents, for his damages, together with $ 10 $\frac{66}{100}$ for his costs, with interest thereon from the 5th day of March A. D. 1842 until paid, which late in our said Court the said Elba Burnham adm recovered against the said John Milligan as of record is manifest. Also, $ 12 $\frac{81}{100}$ increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Elba Burnham adm r

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23 day of May A. D. 1844.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0030

No. 42-CV-30

Union Common Pleas Court.

Mathew Gooding
Plaintiff,

AGAINST

John Mellegan
Defendant.

APR TERM 1842

JUDGMENT VS DEFENDANT
$68 96

Recorded &
Indexed.

Journal 3 Page 26

Record No. 4 Page 6

Ex. Doc. 1 Page 263

Main Com pleas

Nat: Gooding
v. } Sci Fac
John Milligan

Served by delivering
Left Certified Copy
Apl 27. 1842
Wm W Steele Shff

Service 35
Mile 05
Copy 22
$.62

Filed Apl 27. 1842
James H Gill
Clerk
cost hereunto
Recorded

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

Whereas Matthew Gooding on the 22nd day of March A.D. 1861 recovered a Judgment before E. W. Gray one of the Justices of the peace within and for the said County of Union for the sum of $64.76 Debt and $0.12 costs against John Milligan upon which said Judgment an execution was issued by the said E. W. Gray and returned no goods found whereon to levy, and it having been suggested to the said E. W. Gray that the said John Milligan is possessed of lands and tenements as to us appears by a Transcript of said Judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union. We therefore command you to make known to the said John Milligan to appear before our said Court of Common Pleas ~~on the first day of next Term~~ forthwith to shew cause why Execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive what our said Court shall in that behalf consider of him

Witness James H. Gill Clerk of said Court at Marysville this 27th day of April A.D. 1862

James H. Gill Clerk

M Groves
vs
John Milligan
Debt $ 68.96
Ins Cost 1.98 3/4
Cont. fees .65
$70.89 3/4
Filed April 27. 1842
Jas H. Gill Clerk

Matthew Gooding
vs
John Milligan

Debt	$63.34
Int on Note	1.42
Int from Judgt	4.20
	68.96
Lis cost	
Judgt	12½
Bond	25
Ex	25
Ex	25
Transcript	31¼
Sat	10
	1.28¾

Const fees

Travel on Ex	10
Levies	20
Adver	25
2d Ex travel	10
	.65
Total	$70.89¾

March 22d 1841

Suit brot on a Note of which the following is a Copy For value recd I promise to pay James Welbur or bearer sixty three dollars and thirty four cents one day after date

Allen Township Union County Ohio Nov 3d 1840

Defendant appeared without process and Confessed the above Note to be justly due and requested me to enter Judgt therefor I therefore consider that Judgement be rendered against said defendant John Milligan for the sum of sixty four dollars and twenty six cents together with the costs of suit herein taxed at 12½ cents the above assigned to M Gooding

In the action of M Gooding against John Milligan I Levi Wells do acknowledge my self bound for John Milligan for the stay of Execution for the sum of sixty four dollars & twenty six cents to be levied of his goods and Chattels lands and tenements if default be made in the condition following which is that the said Milligan shall pay the amount of the Judgement rendered in the action aforesaid together with the Interest and costs and costs that may accrue

Levi Wells

Taken signed and acknowledged this 22d day of March 1841 E Morary JP

Execution issued the 28th Decr 1841 & returned the 5th of February 1842 Indorsed Decr 29th levied on 8 shts on plow & 5 or six acres of rye Execution returned property not sold Money not made travel 10 cents Levies 20 Advertising 25 J Epps Const

Execution reissued the 5th of February 1842 and returned the 5th March 1842 Indorsed Execution returned No property found Money not made travel 10 cents John Epps Const It is suggested to me that the defendant has no lands liable to sale of Execution

Ins transcript 31¼

The State of Ohio Union County Allen 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

Apl 22d 1842 E Morary JP of the aforesaid Township

Ex. Docket Vol. 2. Page 4

Matthew Gooding

v

John Milligan

Damages	$68.96
J.P. costs	1.93¾
Court costs	8.03
Int	.40

Rec'd July 22. 1842
W. W. Steel Shff

Adv.	25
Inquest	100
Serv	35
Mile	50
	2.50

Filed Aug 27. 1842
Jas. H. Gill Clerk

Sale 26 Aug

Sale in Execution with another Execution in favor of the Bank of Illinois vs. Wm. Milligan on 25 acres of land during the year 1833 beginning at a stake in Wm Milligan's Corner in the north line of the Center of the Road thence with the north line of Milligan line to the Center of the Road thence with the Center of the Road to a stake, thence to the north line thence with the north line to the beginning. Other matter of Wm Milligan Corner & Wm Gooding at 11 o'clock in the forenoon of said day. Advertised the same for sale Aug 26. 1842

W. W. Steel Shff

Aug 26. 1842
W. W. Steel Shff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Matthew Gooding received an award of Execution against the lands and tenements of John Milligan upon a Judgment rendered against said Milligan in favor of said Gooding by E. W. Gray Esq J. P. on the 22nd day of March 1841 for the sum of $68.96 damages and $1.93¾ costs and also ~~upon the lands and tenements recovered against~~

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 8.08¾

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John Milligan

you cause to be made the damages and cost aforesaid with interest thereon from the day of Judgments A. D., 184 . until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Matthew Gooding

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 22nd day of July A. D., 1842

Attest: James H. Gill CLERK.

Mr Gooding et al

v Assessment

Jno Milligan

Filed Aug 27, 1862

Jas H Gill Clerk

143 1/4

State of Ohio Union County, We the Undersigned being called upon by W W Steele Sheriff of Union County Ohio to appraise 25 acres of land Survey No 2833. It being that tract conveyed by Hugh Thompson & Wife to John Milligan, and levied on as his property at the suit of M Gooding & E Burnham. After being duly sworn upon actual view we do appraise said ~~tract~~ land at Eleven $\frac{66}{100}$ dollars per Acre Given under our hands and seals this 30th day of July A D 1842

James Wilson (Seal)

Enoch Moore (Seal)

E. M. Crary (Seal)

Ex. Docket No. 2 page 134

Matthew Gooding
vs
John Milligan

Damages	$ 68.96
Costs	9.96¼
Increase	13.06
	$ 91.98¼

Fees
Service — $0.35
Mileage — 5
Advertising 25
$0.65

Printers fees — 3.00

Filed May 17th 1845
John Cassel Clerk

Received this writ April 5th 1845 —
Advertised the within described lands for sale in the Chronicle a paper of general circulation in the County to be offered for sale at the door of the Court House in said County on the 17th day of May 1845 between the Legal hours —
May 17th 1845 — offered the within described lands for sale at the door of the Court House in said County, not sold for want of bidders
Wm H Robinson Sheriff —

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of John Milligan, to wit; Twenty five acres of land part of survey No. 2833 beginning at Wm Milligans line to the centre of the creek North West corner in the back line of the original survey thence S. 53 West with Wm Milligan's line to the centre of the creek thence with the creek to a stake, thence with the back line to the begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Matthew Gooding the sum of Sixty eight dollars and ninety six cents, for his damages, together with $ 9,96¾ for his costs, with interest thereon from the 3d day of November A. D. 1840 until paid, which late in our said Court the said Matthew Gooding recovered against the said John Milligan

as of record is manifest. Also, $ 13,06 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Matthew Gooding

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 5th day of April A. D. 1845.

John Cassil CLERK.

ex. Doc. No. 2. page 4.

Matthew Gooding
vs
John Milligan

Damages —	$68,96
J. P. costs	1,93½
Court costs	8,03
mensa —	4,94
Writ	,41

Recd Aug 29. 1843. —
Offered prop. for sale Oct. 7. 1843. having previously advertised according to law) but found no bidders Oct 7 1843.

W. W. Steele Sheff

Levy	35
Mile	5
Adv.	25
	65
Sheff Fee	
Fowler v	2.00
Total —	$ 3.65

Filed October 9th 1843
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those land and tenement of John Milligan, to wit; twenty five acres of land part of Survey No. 2833, beginning at Wm Milligans N. W. corner in the back line of the original survey thence S. 53 W. with W. Milligans line to the centre of the creek thence with the creek to a stake thence with the back line to the begining.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Matthew Gooding the sum of sixty eight ——— dollars and ——— cents, for his ——— damages, together with $ 9,96¼ for his costs, with interest thereon from the 29th day of April A. D. 1842 until paid, which late in our said Court the said Matthew Gooding recovered against the said John Milligan as of record is manifest. Also, $ 4,94 ——— 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 Matthew Gooding

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 29th day of August A. D. 1843

John Cassil CLERK.

Union Common Pleas.

Mathew Gooding
vs.
John Milligan.

Damages,	$68.96
J. P. costs,	1.93¾
Court costs,	8.03
Writ.	0.41
Increase,	2.51

Recd Oct 3d 1842
Advertised property to be sold Nov. 5. 1842
Not sold for want of bidders
Nov. 5. 1842 Wm W Steele Shff

Serv	35
Mile	05
Advtg.	1.62
	$2.02

Filed Nov. 5, 1842.
John Cassil, Clerk
u.t.

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those 25 acres of Land, Survey No. 2833,

(lands and tenements of John Milligan)

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 Mathew Gooding the sum of Sixty eight dollars damages, as well as $9. 96 3/4 costs,

with interest thereon from the 29th day of April, A. D. 1842, until paid.

Also, $2. 51 — increase of costs, which late in our said Court the said Mathew Gooding recovered against the said John Milligan,

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

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

Witness, ~~James H. Gill~~ John Cassil pro tem., Clerk of said Court, at the court-house aforesaid, this 3d day of October, A. D. 1842.

John Cassil Clerk, pro tem.

Ca. Dor. No. 2 page 4

Matthew Gooding
vs
John Milligan

Damages	$68 96
J. P. Costs	193½
Court Costs	8 03
	9 00
mileage	41
Writ —	

Rec'd this writ 6. March 1866
Offered the prop. at the Door of
the Court House in Maysville
on the 8th of April having previous
ly advertised the same accor
ding to law. No sale for want
of Bidders

W. W. Steele Sheff

Serv	35
Mile	5
Ad —	25
	65
R. fee	3.00
	3.65

Filed April 9, 1866
Wm. Cryfield Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands and tenements of John Milligan, to wit: twenty five acres of land part of survey No. 2833 begining at Wm Milligans North West corner in the back line of the original survey thence S. 53 West With W. Milligans line to the centre of the Creek thence north the creek to a stake. thence with the back line to the begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Matthew Gooding

the sum of sixty eight dollars — ~~dollars and~~ — ~~cents~~, for his damages, together with $ 9,96¼ for his costs, with interest thereon from the 8 day of ~~of~~ November A. D. 1840 until paid, which late in our said Court the said Matthew Gooding recovered against the said John Milligan

as of record is manifest. Also, $ 1,00 increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 6th day of March A. D. 1844

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0031

Civil/Domestic Case

1842-CV-0031

located with

Supreme Court Case

1843-SC-0003

Civil/Domestic Case File

Case No. 1842-CV-0032

Civil/Domestic Case

1842-CV-0032

located with

Supreme Court Case

1842-SC-0015

Civil/Domestic Case File

Case No. 1842-CV-0033

No. 42-cv-33

Union Common Pleas Court.

Daniel Kent
Plaintiff,

AGAINST

Jacob Bowersmith et al
Defendant.

AUG 1842

Judg vs Plaintiff
$117 90

Journal 3 Page 34

Record No. 4 Page 62

Ex. Doc. 1 Page 323

Daniel Kent

v

Jacob Bonnewitz

Oliver Bonnewitz

Filed Apl 27. 1862

James H Gill Clerk

Daniel Kent
vs.
Jacob Bowersmith &
Olive Bowersmith
his Wife.

Union Common pleas
In Assumpsit
Damages $200,00

Issue a summons returnable forthwith. Endorse, suit brot on promissory note for $100,00, dated September 17th 1839, payable one Day after date to Daniel Kent, or order by said Olive Bowersmith, while unmarried under the name of Olive Kent.

Otway Curry
Atty for Pltff.

Clk Court Com. pleas.

due & owing on promissory note for $100.00 dated September 17. 1837 payable one day after date to Daniel Kent Executor of Jacob Bowersmith & wife & Olive Bowersmith & wife & unmarried the Testators of Olive Kent Clerk

Union Com Pleas

Daniel Kent

v } Summons

Jacob Bowersmith

Olive Bowersmith

Served by certified copy apl 27. 1842

W. W. Stale Shff

Ser 55
Mile 50
Copies 30
1.35
32
1.67

Filed apl 27. 1842

J. H. Gill Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Jacob Bowersmith & Olive Bowersmith his wife

to appear

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

in a plea of assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 27th day of April A.D. 184 2

James H. Gill CLERK.

Union Common pleas

Daniel Kent

vs. } Ptor.

Jacob Bauersmith
and
Olive Bauersmith
his Wife

Filed June 7th 1842

James H. Gill Clerk

Settled up and adjusted

AUG 1842

(Recorded.)

Union County ss. } Court of Common pleas;
April Term, A. D. 1842.

Daniel Kent Complains of Jacob Bowersmith and Olive Bowersmith his Wife in a plea of Assumpsit, for that whereas The said Olive Bowersmith while unmarried, under the name of Olive Kent, on the 17th day of September 1839, at Union County, Ohio, made her promissory note in writing and delivered the same to the said Daniel Kent, and thereby promised to pay to the said Daniel Kent or order One Hundred Dollars, one day after the date thereof, which period has now elapsed; and the said Olive Bowersmith, while unmarried, under the name of Olive Kent, then and there in consideration of the premises, promised to pay the amount of the said note to the said Daniel Kent according to the tenor and effect thereof; yet the said Olive while unmarried, and the said defendants since their intermarriage have respectively disregarded said promise, and have not, nor have either of them, paid the said sum of money, nor any part thereof; to the damage of the said Daniel Kent Two Hundred Dollars; and thereupon he brings his suit, &c.

By Otway Curry
His Atty.

ex. Doc. No. page 81

D. Kent

vs

S. & O. Bowersmith

Costs — $9.24
Writ — .41
.35
.5
10.05
.20
10.25

Rec'd this writ Sept 2. 1843.
Made Oct 2.d 1843 $9.00
~~Rec'd Oct 2.d 1843. $9.00~~
M. M. Steel Sheff

Fee .35
Mile .5
Pgmnt; — .20
Sheff Fee — .60
Filed Oct 17. 1843
J. L. Carrel C.C.

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August A. D., 1842 Daniel Kent

recovered against Jacob Bauersmith & Olive Bauersmith his wife

as well the sum of dollars

and cents, for damages, as the sum of $ 9.24

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said Jacob Bauersmith and Olive Bauersmith his wife

you cause to be made the damages and costs aforesaid with interest thereon from the 30th day of August A. D., 1842, until paid. Also, the sum of $,41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Daniel Kent

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 2nd day of September A. D., 1843.

Attest:

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0034

Union Com Pleas

A. C. Lemmon & Co
v
Lee
Samuel Hanby et als

Filed June 4. 1841
James H. Gillespie
cert bill

JUN 1841

(Recorded.)

The State of Ohio } Union County Court of Com
Union County ss } mon Pleas April Term 1842

Absalom C Jennings and James W. Evans partners in trade under name of A C Jennings & Co Complain of Samuel Hawley (by the signature of S Hawley) William B Irwin & John Hawley (impleaded with William Sayre as to whom the sheriff has in this case returned not found) in a plea of debt that they render to the plaintiffs by the name of the late firm of A.C. Jennings & Co the sum of three hundred and twenty five dollars which they owe to and unjustly detain from them. For that whereas the said Defendants to wit on the 31st day of October 1840 at the County of Union aforesaid by their certain writing obligatory sealed with their seals and now here to the Court shown the date whereof is the day and year last aforesaid acknowledged themselves held and firmly bound unto ~~A.C. Jennings~~ and Absalom C Jennings (by the name ~~of~~ and signature of A.C. Jennings and Jas W Evans under the firm of A.C. Jennings & Co in the sum of three hundred and twenty five dollars above demanded to be paid to the plaintiff by the said name of their firm of A.C. Jennings & Co which said writing obligatory was and is subject to a certain condition thereunder written whereby after reciting to the effect following (to wit) that whereas the above bound Wm Sayre and Samuel Hawley have taken an appeal from a Judgment rendered against them in favor of the said A.C. Jennings & Co in the Court of Common Pleas in and for the County of Union at the October term thereof A D 1840 for the sum of one hundred and fifty one dollars and ninety nine cents damages

and $9.68 costs to the Supreme court within and for the County of Union Now if the ~~said~~ Wm Sayre and Samuel Hawley shall pay the full amount of the condemnation money in this Supreme court and costs in case a Judgment shall be rendered ~~against~~ therein in favor of the appellees then this obligation shall be void otherwise be and remain in full force and virtue in Law, and the said plaintiffs aver that the said Wm Sayre and Samuel Hawley were condemned in the Supreme court to a large amount of damages and cost and that they nor either of them have as yet paid the said condemnation money nor costs nor any part thereof and that the whole remains due and unpaid and owing and still is in arrears contrary to the form and effect of the said writing obligatory and of the condition thereof by reason of which said Breach the said writing became forfeited and of full force and virtue in Law whereby an action hath accrued to the plaintiff by the name of this said form aforesaid to demand and have of and from the ~~to~~ defendants the sum of three hundred ~~dollars~~ and twenty five dollars above demanded yet the defendants although often requested so to do have not paid the said sum of three hundred and twenty five dollars, above demanded but to pay the same or any part thereof have hitherto wholly neglected and refused and still do neglect and refuse to the damage of the plaintiff 200.$ and therefore they bring suit &c

B W C Lawrence
the atty

Amor Co. Rec

A C Jennings & Co
vs
Wm Sayre & Co

Precipe

Filed April 27. 1842
Pab. of Gill Clerk

166

50
33
50
50
50
283

13.98

12.582
450
13032
233
363.32

not the bond

13.98
4.66
16
450

Absalom Jennings and James W. Evans by the name of their late firm of A & C Jennings & Co
vs
Wm Sayre Samuel Hawley Wm B. Irwin & John Hawley

Mon Com Pleas
Debt 325 $
Damages 200 $

Issue Summons returnable forthwith endorse Suit Brot to recover on Defendants' Bond, under seal given to plaintiffs by the name of their firm of A & C Jennings & Co on the 31st day of October 1840 for three hundred and twenty five dollars.

By Wm C. Lawrence
this a/c

Suit not to recover on defendants Bond under Replevin to plaintiffs by the name of Thos Evans & Co. on the 31st day of October 1841 for three hundred and twenty five dollars Pay Wm. Lawrence Plfs atty

Union Com pleas

Evans & Jennings

vs } Summons

Sayre & Hawley et al

Served by Certified Copies on Daniel Hawley W. B. Jr = Wm & John Hawley Apl 28. 1842 W. Sayre not found

W W Steele Shff

Serv.	95
Mile	05
Copies	45
	1.45

Filed April 28 1842
Jas. H. Gill Clerk

Union Com pleas

Sayre & Hawley

vs

Jacob Arnold Serv Apl 26. 1842

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Wm Sayre Daniel Hawley
Wm B Irwin & John Hawley

to appear

forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Absolem C. Jennings and James W Evans by the name of their late firm of A C. Jennings & Co

in a plea of ~~debt~~ $325. Damages $200. Dollars

And have you then there this writ.

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

James H Gill CLERK.

A. C. Jennings

Receipt.

Sayre & Hawley, &c.

Recd of Wm Sayre Seventy four dollars and thirty five cents in case of A. C. Jennings & Co. vs Sayre & Hawley Oct 17. 1842. Wm Sayre has my receipt for the above amount of same date with this receipt which is hereby annulled

A C Jennings & Co

R A. C. Jennings

Civil/Domestic Case File

Case No. 1842-CV-0035

No. 42-CV-35

Union Common Pleas Court.

Miller & McCain
Plaintiff,

AGAINST

Cornelias Mershon
Defendant.

AUG 1842

Judg vs Defendt
$150 cs

Journal 3 Page 35

Record No. 4 Page 46

Ex. Doc. 1 Page 285

Union Com Pleas

Miller & McClain
vs
John Gibson et al

Precipe
Filed Apl 27 1842
Jas H Goodlett

Got the bond

Stephen McCain and
Stephen Miller late partners
by the name of Miller & McCain
vs
John Gibson Joseph Steiner
Cornelius Mershon & Chester Tanner

Union Com Pleas
April term 1842
Debt 150 $
Damages 100 $

Issue Summons returnable forthwith
endorse suit Brot on defendants writing
obligatory sealed with their seals and given to
plaintiffs by the name of their said firm of
Miller & McCain for one hundred and fifty
dollars on the 4th day of July 1840

By Wm O Lawrence their atty

Suit bot on defts writing obligatory annexed with this
Leave given to pltffs by the name of their said firm
of Miller & McLain for one hundred and fifty dollars
on the 4th day of July 1840 Pltffs
W. C. Sawyer their atty

Union Com pleas

Miller & McLain

v Summons

John Gibson et al

Served by Certified Copies
on C. Mesher & by
Acknowledgment on C
Tarman & J Stover Apl
27. 1842 J Gibson not found
W W Steele Shff

Serv	95
Mile	5
Copy	15
	1.15

Filed Apl 28. 1842
Jas H Gill Clk

Acknowledge service Apl 27. 1842
J. Stover
C. Tarman

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Gibson Joseph Stimen Corneline Measton & Chester Harman

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Stephen McLain and Stephen Miller late partners by the name of Miller and McLain

in a plea of debt $150. Damages One hundred Dollars

And have you then there this writ.

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

James H. Gill CLERK

Union Supreme Court

John Gibson

vs } Bond in Error

Miller & M Laird

Filed July 4. 1840

Jas. H. Gill Clerk

Know all men by these presents that we John Gibson Joseph Stine Cornelius Mushon & Chester Fanman are held and firmly bound unto Stephen L. Miller and Stephen McLain under firm of Miller and McLain in the sum of one 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 4th day of July A.D. 1840

The condition of the above obligation is such that whereas the said John Gibson has obtained an allowance of a writ of error upon a certain Judgment rendered in the Court of Common Pleas within and for said County of Union at the May Term thereof A.D. 1840 in favor of the said Miller and McLain and against the said John Gibson for the sum of Forty three dollars and seventy eight cents costs Now if the said John Gibson shall pay the condemnation money and costs ~~that~~ in case the said Judgment in the court of Common Pleas shall be affirmed by the Supreme Court ~~otherwise~~ then this obligation shall be void otherwise in full force in Law

Taken by me this 4th day of July A.D. 1840

Jas. H. Gillette Supreme Court

John Gibson (Seal)
Joseph Stine (Seal)
Cornelius Mushon (Seal)
Chester Fanman (Seal)

Union Com Pleas

Miller & McLain
vs
Cornelius Mershon et al

Filed June 4. 1842
James H. Gillett
cert bill made

AUG 1842

(Recorded.)

The State of Ohio } Union Common Pleas
Union County ss } April term 1842

Stephen McLain and Stephen Miller late partners in trade by the name of Miller & McLain Com plain of Cornelius Mershon Joseph Stiner and Charles Hammon (in pleaded with John Gibson as to whom the Sheriff has returned not found) in a plea of debt that they render to the plaintiffs by the name of their late firm of Miller & McLain the sum of one hundred ~~dollars~~ and fifty dollars which they owe to and unjustly detain from them

For that whereas the said defendants to wit on the 4th day of July 1840 at the County of Union aforesaid by their writing obligatory sealed with their seals and now here to the court shown the date whereof is the day and year last aforesaid acknowledged themselves to be held and firmly bound unto Stephen ~~M~~ Miller and Stephen McLain under firm of Miller and McLain in the sum of one hundred and fifty dollars above demanded to be paid to the said plaintiffs. which said writing obligatory was and is subject to a certain condition thereunder written whereby after reciting to the effect following to wit, that whereas the said John Gibson has obtained an allowance of a writ of error upon a certain Judgment rendered in the court of Common pleas within and for said County of Union at the may term thereof A.D. 1840 in favor of the said Miller and McLain and against the the said John Gibson for the sum of forty three dollars and seventy eight cents costs Now if the said John Gibson shall pay the condemnation money and costs in case the said Judgment in the court of Common pleas shall be affirmed by the Supreme court

then this obligation shall be void otherwise in full force in Law", and although the said Judgment of the Common Pleas was affirmed in the Supreme Court yet the plaintiffs aver that the said John Gibson did not nor has he yet paid the condemnation money nor any part thereof but that the whole remains due and unpaid and owing and still is in arrears contrary to the form and effect of said writing obligatory and of the said condition thereof by reason of which said breach the said writing became forfeited and of full force in Law whereby an action hath accrued to the plaintiff by the name of the said firm of Miller & McLain to demand and have of and from the said defendants the sum of one hundred and fifty dollars above demanded yet the said defendants altho often requested so to do have not yet nor either of them paid the said sum of 150.$. above demanded to the said plaintiffs but to pay the same or any part thereof hath hitherto wholly neglected and refused and still do neglect and refuse to the damage of the plaintiff 150.$. and therefore they bring suit &c

Wm C Lawrence
Atty

Filed Nov. 2, 1842.
John Capel, Clk
p.t.

Union Common Pleas.

Stephen M'Lain, Survivor, &c.
vs.
Cornelius Meshon et al.

Debt, $150, discharged upon payment of — $65.82
Costs, — 9.22
Writ, — 0.41

Recd my fees W W Steele.

Recd the following Receipts of Sheriff Steele Oct 20. 1842 viz

Stephen McLain Jury fee		$6.00
J N Sandsdom		2.00
Jas Turner		1.43
Robt Gibson		2.00
Joseph Miller		1.50
Levi Gibson		.50
Josiah Gabriel		2.00
A Marks		1.10
		16.53
J Miner	150	2.50
		18.03

John Capel, Clerk

Returned by Agreement of Plffs Atty, as to his Amount
W W Steele Shff
Levi .35
Miller .05

Recd my fees WS

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30th day of August, A. D., 1842, Stephen M'Lain, Survivor of the late firm of Miller & M'Lain, recovered against Cornelius Meshon, Joseph Stiner and Chester Farnum, as well the sum of One Hundred and Fifty Dollars (which may be discharged by the payment of $65.82) ~~dollars~~ ~~and~~ ~~costs~~, for his Debt, ~~damages~~, as the sum of $9.22 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Cornelius Meshon, Joseph Stiner and Chester Farnum, you cause to be made the Debt ~~damages~~ and costs aforesaid, with interest thereon from the 30th day of August, A. D., 1842, until paid. Also, the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Stephen M'Lain, Survivor as aforesaid.

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

Witness John Cassil, pro tem. ~~James H. Gibb~~, Clerk of said Court, at the Court House aforesaid, this Seventh day of October, A. D., 1842.

Attest: John Cassil, CLERK, pro tem.

Union Common Pleas.

Stephen M'Lain, Jun.
vs.
C. Mershon et al.

Debt, - - - - $ 150.00
discharged by — 65.82
Costs, - - - - - 9.22
Writ, — - - - 0.41
Inscause, — 0.81

Recd Decr 29. 1842
Retd Jany. 10. 1843. by
order of Pltffs. Atty.
W W. Steele Sheff

Ret. 20th 1842 Co. by Sheff. $18.03
Serv — 35
Mile — 5
Sheff Fee — $.40

Filed Jan. 10, 1843.
John Cassil,
Clerk.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the thirtieth day of August, ---- A. D., 1842, Stephen M'Lain, survivor of Stephen L. Miller,

recovered against Cornelius Mershon, Joseph Stiver and Chester Farnum,

as well the sum of one hundred and fifty dollars Debt (but may be discharged by $65.82) ~~dollars~~ ~~and~~ ~~cents, for~~ ~~damages~~, as the sum of $ 9.22 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Cornelius Mershon, Joseph Stiver and Chester Farnum,

you cause to be made the ~~damages~~ Debt and cost aforesaid with interest thereon from the 30th day of August, A. D., 1842, until paid. Also, the sum of $ 0.61 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Plaintiff.

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

WITNESS ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this 29th day of December, A. D., 1842.

Attest: John Cassil, CLERK.

Filed Dec. 29, 1842.
J. Camil, Clk.

Stephen McVain, Survivor &c
vs
E Messhon et als

Judgment
August term 1842

Issue an execution in this case
that the Judgment & costs may be made

Wm B Lawrence
atty for plffs

Dec 29. 1842

Civil/Domestic Case File

Case No. 1842-CV-0036

No. 42-CV-36

Union Common Pleas Court.

State of Ohio &c
Plaintiff,

AGAINST

Oliver C Kennedy
Defendant.

AUG 1842

Discontinued,

Journal 3 Page 36

Record No. 4 Page 48

Ex. Doc. Page

this suit is brought on a Guardian bond given by the Defts to the State of Ohio for $1200. bearing date 15th July 1839 Conditioned for the discharge by the said Oliver C Kennedy all the duties of Guardian to Mary Moran daughter of Edward Moran with whom the above named Deft Joseph Galloway hath since intermarried

Cornwell Pltffs Attys

Muskingum County

The Pltffs of Ohio for the Use of L Galloway

v } Debt

O C Kennedy et al

Deft

Served by certified Copies Dec 27. 1842

M M Black Shff

Serv .75
Mile .25
Copies .45
1.45

Filed Dec 27. 1842

Jno Pattison Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Oliver C. Kennady Wm B. Irwin & Reuben T. Mann.

to appear

forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto The State of Ohio for the use of Joseph Galloway & Mary Galloway his wife

in a plea of Debt $1200. Damages twelve hundred Dollars

And have you then there this writ.

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

James H. Gill CLERK.

Union Common Pleas

The State of Ohio for
the use of Gallaway &
Wife
vs
Precepit in
Debt
Allen & Kinally &
others

Filed April 27. 1842
James H. Gill Clerk
cert bill made

Recorded,

AUG 1842

Carmin atty

Union Common Pleas 1842

The State of Ohio for the use of
Joseph Galloway & Mary
Galloway his Wife

vs

Oliver C Kenady
William B Irwin &
Reuben Pettann

Debt on bond $1200.00
Damage — $1200.00

27th of 8 1842

J H Gill Clk

Upon a summons returnable forthwith & endorsed this suit is brought on a Guardian bond given by the Defendants to the State of Ohio for $1200 bearing date 15th July 1839 bandcitance for the discharge by the said Oliver C Kenady all the duties of Guardian to Mary Olmsen Daughter of Edward Olmsen with whom the above named plaintiff Joseph Galloway hath since intermarried.

Cameron & Iff Attys

Civil/Domestic Case File

Case No. 1842-CV-0037

Civil/Domestic Case

1842-CV-0037

located with

Supreme Court Case

1842-SC-0011

Civil/Domestic Case File

Case No. 1842-CV-0038

No. 42-CV-38

Union Common Pleas Court

Mr. Elvain Y. Harriott

Plaintiff,

against

P. B. Cole

Defendant.

April Term 1872

Dismissed at Pltf's Cst

Journal 3 Page 24

Record No. — — Page — —

Ex. Doc. Page

The Court of Common Pleas

W. W. Woods

Taken signed and acknowledged before me this 3rd Day of December A.D. 1842

Wm R. Frank J.P.

January 21st 1842. The Pltf appeared and withdrew the above Suit and paid the costs. $-75.—

State of Ohio. Union County ss.

I hereby certify the foregoing to be a true copy of Proceedings had by and before me in the aforesaid Caus. as appears of Record on my Docket.

January 25th 1842. Wm R. Frank J.P.

Transcript — 81¼

In Union Common Pleas

McHenry & Harriott

vs

Wm B. Cole

Filed April 28. 1842

Nat. H. Sill Clerk

Costs incurred

Harriott

vs

Cole

State of Ohio. Union County ss.

Justices Docket Entry

Robert McIlrain & Edgar Hoviott formely Partners under the Title of McIlrain & Hoviott vs. P. B. Cole

Suit Brought on Note for $41.11. Due June 26th 1841. with $30.20 Endorsed

Debt $11.83

Justices Costs ~~Judgm~~	-12½	
Satis	-10	
Judg	-12½	
Bond	-25	
Transcript	.31¼ 91¼	

November 20th 1841 Summons Issued for the appearance of the Defendant on the 25th Inst. at 1. O'Clock P.M. on so-day and Delivered it to John Hurley Const.

Novemb 20th 1841. Summons Return Endorsed Served by Reading Seis $-10 Mileg -5

Novemb 25th 1841. The Defendant failing to appear to make any Defense, It is therefore Considered by me that the Pltff Recover of the Defendant the Sum of Eleven Dollars & Eighty three cents and costs of Suit

In the above action of Robert McIlrain & Edgar Hoviott formely Partners under the Title of McIlrain & Hoviott against P. B. Cole. I W. W. Woods do acknowledge myself Bail for the appellant in the Sum of twenty five Dollars to be Levied upon my Goods and Chattels Lands and Tenements, in case the appelant shall be condemned in the action, and shall fail to pay the ~~cost~~ condemnation money, and costs that ~~may~~ have accrued or may accrue in

Union Common Pleas

McIlvain & Harriott
vs
P. B. Cole

Debt	23.70
Costs	10.32
Writ	41

Returned, without further service, Oct 4. 1843.
M. McSteele Shff

Serv 35
Mile 5
40

Filed Oct 5th 1843
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marrysville on the 18th day of April A. D., 1843 M'Elwain & Harriott for the use of James E Harriott

recovered against P. B. Cole

as well the sum of twenty three ——— dollars and seventy cents, for their damages, as the sum of $ 10.32½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said P. B. Cole

you cause to be made the damages and costs aforesaid with interest thereon from the 18th day of April A. D., 1843, until paid. Also, the sum of $ the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said M'Elwain & Harriott for use

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 22d day of July A. D., 1843.

Attest:

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0039