

Civil/Domestic Case File
Case No. 1842-CV-0040

No. 42-CV-40

Union Common Pleas Court.

Andrew J. Alder

Plaintiff,

AGAINST

Jesse Farlow

Defendant.

NOV TERM, 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3

Page 27

Record No. 4

Page 99

Ex. Doc. 1

Page 294

Union Com. Pleas
Andrew S. Alden

53
Jesse Hurdick

Filed May 5. 1862
James H. Gillett

Cost Bill made

Recorded, Book 4, p. 99.

Andrew S. Alden

vs
Jesse Kaiden

In Reply Damages \$50.00

Issue Writ of Reply for and unto
Andrew S. Alden

Case

The above named Andrew S. Alden makes oath and says
that he has good right to the possession of the goods and
chattels described in the above papers, and that the
same are wrongfully detained by the said Jesse Kaiden
and that the said goods and chattels are not taken in
execution on any judgment ^{against} the said plff nor for the
payment of any tax fine or assessment assessed against
the said Plaintiff, nor by virtue of any writ of reply or
any other mesne or final process whatsoever issued against
the said plaintiff

Subscribed and sworn to before

Andrew S. Alden

me May 5. 1842

James H. Givens

Union Com pleas

A. S. Alden

Rep: Bond

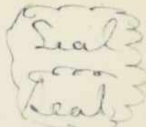
Jesse Yardin

Filed Aug. 26. 1862

James H. Hill Clerk

Know all men by these presents that we And: S.
Alden & Ruben P Mann are held and firmly
unto Depee Hardin in the penal sum of One hundred
dollars lawful money to the payment of which well &
truly to be made we bind ourselves, heirs, executors &
Administrators firmly by these presents sealed & signed
by us this 5th day of May A.D. 1842 The condition of this
bond is this, whereas the said Alden on the 5th day of
May last sued out of the Court of Common Pleas of
Minn County a writ of Replein against the said Depee Hardin
for the following goods and Challes to wit one white cow
and which ~~S~~ writ is returnable at next term, of S^d Court
Now if the said Alden shall appear at the next term of
S^d Court and prosecute his suit to effect and pay all
Costs and damages that may be awarded against him
then this obligation to be void otherwise in full force

A S Alden
R. P. Mann



Alden
✓ } Appraisement
Hardin }

Filed Aug. 26. 1862

James W. Gill Clerk

We the undersigned being called upon, to view and appraise
one white cow Taken in Replevin, by Andrew S Alden
against Lepee Hardin, After being duly sworn we
do Appraise said Cow at Seven Dollars, ~~dollars~~
given under our hands and seals this 5th day of May
A.D. 1842

R. J. May ~~and~~
O. W. Holcomb. Seal

Amias Cow Pleas

Andrew J. Alden

v. Jurors of Rep.

Dea Hardin

Seized by ~~deceit~~ ^{violence} to
Dea Hardin, returning
property to A. S. Alden
& taking Bond in May 5.

1842 W. W. Steele Sheriff

Law	35
Mile	40
Bond	50
Inquest	100
Apprs	100
	<u>325</u>

Filed Aug. 26. 1842

James H. Crill Clerk

The State of Ohio Union County
To the Sheriff of said County Greeting
We command you that without delay you cause to be
replied unto Andrew S. Alden the goods and chattels
following to wit one white cow which Jesse Hardin wrong-
fully detains from the said Andrew S. Alden as is said
and also that you summon the said Jesse Hardin
to appear at the next Term of our Court of Common Pleas
to be held within and for the County of Union to answer unto
the said Andrew S. Alden for the unlawful detention of the
goods and chattels aforesaid Damages \$50.00 and have you
thence thence this writ

Witness James H. Gill Clerk of said Court
this 5. day of May A.D. 1812
James H. Gill Clerk

Wm. Com. Pleas

Jesse Hardin
W. H. plea

Andrew S. Alden

Filed October 22, 1842.
John Cassil, Clerk
per

Jesse Hardin } In Replevin
vs }

Andrew J. Alden } And the said Jesse Hardin
comes and defends vs and says that he does not wrong-
fully detain the goods and chattels specified in the declaration
or any part thereof in manner and form as therein
alleged and of this he puts himself upon the Country and
the said Plaintiff doth the like.

By Mr Lawrence
his atty

The plaintiff will take notice that the defendant
on the trial of this case will insist and prove that
the property in the said declaration mentioned and right
and ownership thereof was in the defendant and
not in the plaintiff as alleged in said declaration
and that the defendant will ask a Judgment
against the defendant therefor &c

Mr Lawrence
att

Union Common Pleas:

Andrew S. Alden & Nat.

vs.

Isaac Hardin In Replevin

Filed October 13, 1843.

John Cassel,

clerk pro tem

State of Ohio
Union County, ss. } Court of Common Pleas:
August Term A. D. 1842.

Andrew S. Alden complains of Jesse Hardin in a plea of Replevin, for that the said Jesse Hardin on the first day of May 1842, at the County of Union aforesaid, was possessed of certain goods and Chattels of the said Andrew S. Alden, to wit: One White Cow, to be delivered to the said Andrew S. Alden, when he the said Jesse Hardin should be there to afterwards requested. Yet the said ~~Jesse Hardin~~ ^{Jesse Hardin} ~~Jesse Hardin~~, though requested so to do, has not delivered the said goods and Chattels, nor any part thereof to the said Andrew S. Alden; and so the said Jesse Hardin wrongfully detains the same from the said Andrew S. Alden, to his damage Fifty Dollars; And Thereupon he sues, &c.

By Otway Curry,
His Atty.

Union Common Pleas.

Andrew S. Alden

vs.

Jesse Hardin.

Witnesses for self.

Served by reading to the
Habeas Corpus Rufus Maynard
John B. Brown & Adam
Freeze Nov 5 1842

A. S. Alden

THE STATE OF OHIO, COUNTY OF UNION

to appear before the Honorable the Judge of the Court of Common Pleas of said county,

in a certain matter in controversy

on behalf of

in our said Court defendant; wherein

is plaintiff, and

no case can make the property of the land and here then from this writ

defendant. And the

Witness James H. [unclear] of said Court at

the Court-house this 5th day of Nov 1842

1842

1842

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1842

1842

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon John S. Irwin, Obed Holcomb, Adam
Freeze, and ~~Ben Landon~~, Rufus Maynard

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, ^{on the first day of next term, at 10 o'clock, A. M.} ~~forthwith~~, 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.

John Cassil pro tem.
Witness ~~James H. Carr~~, Clerk of our said Court, at
the Court-house aforesaid, this ~~1st~~ ^{2d} day of

November, A. D. 1842.

John Cassil, Clerk, pro tem

Union Com. Dec. 5.

A. J. Alden

vs.
Jesse Hardin.

Witnesses.

Served by Copy on Mr
Davis Nov 5. by reading
to George Gauleck &
Wife Nov 7. & Obed Ho
cumb Nov 8. 1842

W W Steele Sheriff

Sew	50
Att. 35	
Copy	10
	<hr/>
	95

Filed Nov. 8, 1842.

John Carril,
Clerk of Court.

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon *Alonzo Faulich and Betsy*
his wife, *William Davis, Obed Roleomb,* _____

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

John Carril, Justice
Witness ~~JAMES H. GILL~~, Clerk of our said Court, at
the Court-house aforesaid, this *5th* day of
November A. D. 18*72*.

John Carril, Clerk, *Justice*.

Served by reading
Nov 8. 1842
W W Steel Sheriff

Law - 12²
Mile $\frac{05}{172}$

Filed Nov 8th 1842
John Capie Clerk
p. t.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Andrew Keyes*

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 *And: S.*

Alden

in a certain

matter in controversy in our said Court depending: wherein *And: S. Alden*

is plaintiff, and

Ipee Hardin is defendant.

Ipee Hardin

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

John Capil moten
Witness ~~James H. Gill~~, Clerk of said court at the court house

aforesaid, this *8th* day of *November* A. D. 1842.

John Capil

CLERK *moten*

Union Corn Pleas

Andrew J Alden

vs
Lettie Hardin

1/2 costs 16.77
writ .41

Money made in full
Oct 18 1843.

W. W. Steele Sheriff

Filed Oct 19, 1843

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 18th day of *April* A. D., 1843 *Jesse Hardin*

recovered against *Andrew S Alden*

~~as all the sum of~~ dollars
~~and~~ cents, for ~~damaged, to~~ the sum of \$ *16.77* cents
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 *Andrew S Alden*

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 *Jesse Hardin*

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 *Second* day of *October*

A. D., 1843.

Attest:

John Cassil

CLERK.

Rec^d this writ. Nov 22nd 1842
 Nov 23rd could not find any property belonging to Hardin
 delivered to Alder a Writ to ^{execute to me to} indemnify me against costs damages & counsel
 fees if I seize upon property claimed by others. Proctor executes & delivers
 To me, Apr. 15. 1843

W. W. Steele Sheriff

Witness my hand and seal of said Court at the Court House
 this 15th day of April 1843

Ex Pocket No. 2 Page 34

A. S. Alder

vs
 Jesse Hardin

Damages \$ 1,00
 Alder's Cost 16, 14
 Hardin's .. 12, 29
 writ 41

29.84

~~Rec^d this writ~~

Sen 35
 Mile 35
 70

Filed April 15, 1843.
 John Cassil,
 Clerk.

of the
 WHEREAS at a Court of Common Pleas of said County, begun and held at the Court House in Marshall
 the State of Ohio, Union County, ss:
 TO THE SHERIFF OF SAID COUNTY, GREETING:

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 *tenth* day of *November* A. D., 1842 *Andrew S. Alden*

recovered against *Jesse Hardin*

as well the sum of *one* _____ dollars

~~and~~ _____ cents, for *his* damages, as the sum of \$ *16, 14*
for *his* costs and charges in that behalf expended, as of record is manifest. You are there-

fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said *Jesse Hardin*

you cause to be made the damages and cost aforesaid with interest thereon from the *tenth* day of *November* 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 *Andrew S. Alden* and said *Hardin's* costs taxed at \$ *12, 29*

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

John Capie
WITNESS ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House
aforesaid, this *twenty*^{*second*} day of *November*
A. D., 1842

Attest:

John Capie CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0041

No. 42-CV-41

Union Common Pleas Court.

William E Brown

Plaintiff,

AGAINST

William L Gibson et al

Defendant.

July 1843.

Judgment vs.

Plaintiff for \$42⁵⁰

Journal 3

Page 145

Record No. 4

Page 198

Ex. Doc. 1

Page 316

State of this Union County ss

William E Brown makes oath that he has good right to the possession of the good and chattels described in the within premises, that they are wrongfully obtained from him by the defendants and that said goods and chattels were not taken in execution on any judgment against the said plaintiffs nor for the payment of any tax fine or assessment assessed against the said plaintiffs nor by virtue of any writ of apprehension or any other process or final process whatsoever issued against the said plaintiffs
Wm E Brown
 sworn to and subscribed before me
 June 30th 1842 Jas. H. Gillette

Union Court, Pleas

William E Brown

vs
Debtors

Thomas H Woods

William L Gibson

Filed June 30. 1842

Jas. H. Gillette

Recorded

William E. Brown

to

Thomas S. Woods &

William S. Gibson.

The Registry Managers \$50.00

The Clerk will issue a warrant of supply for the following articles to wit:

14. Boxes Common Squares.
25. Glass Jars containing Candy. Campbells Candy & Saleratus with the contents. 8. Bottle Blue Ink 1. Bottle Stolen Bitters $\frac{1}{2}$ Bottle Peppercorn Juice, 1 Powder Can. 1 Box of Brass Pins
- 1 Box Cotton Thread 19. Breast Pins 2. Cards Shut Buttons
- 2 Money Purses, 1 Sassafras Root Bark, 2 Spools Cotton Thread
- 2 $\frac{1}{2}$ Papers Pins 25 Slaps of Smoking Tobacco. 3 $\frac{1}{2}$ Quire Rapping Paper, 1 Lot Lining and Cotton Thread. 1 Large Box Matches containing about sixty papers, 5 Snuff Boxes 1 Hair Brush 1 Lot Knitting Needles 1 Razor 3 Turners
15. Vials essence, 1 Lot Thimble 4. Boxes Caps of the Candle Tarr and Snuff therein. Bladder & Scotch Snuff therein. 3 lbs allspice $\frac{1}{2}$ Keg of Saleratus
- 5 lbs of Allum and Regg. $\frac{1}{4}$ Keg of Cooperas. 1 Slate
- 4 Papers Needles 12. Coffee Potts 6 Basons 2. Chairs
- 1 $\frac{1}{2}$ Bushel Measure 5 Empty Barrel 1 Barrel of Cider
- 1 Funnel 1 Broome 1. Glass Lamp 2. tin Measure
- 1 Funnel. 5 Empty Keggs 3 Potters 4 Boxes. 6 Balls wrapping yarn. Tin Glass Stand 1 Tin Buckets.
- 1 Barrel of Whiskey 3 lbs Powder 1 Small Can of Powder therein 1 Lot of Cinamon $\frac{1}{2}$ lbs Candy 1 Box Soap 40 Crocks $\frac{2}{3}$ Barrel Salt & Barrel. $4 \frac{3}{4}$ lbs of Lead. two Sugar Bowls. 1 Ball. att
W. Brown

Wm C Brown

vs
Wm L Gibson et al

} Judgment in Com Pleas
The clerk will
issue a writ
with clause to
sheriff - in above
case

July 26 1841

To John Cassil, Clerk

Allison & Curry
Atty for defts

to be delivered to the said Plaintiff when the
said Defendants whom should be made of the
- and requested. Yet the said Defendants though
often requested to do have not delivered said
goods and Chattels ^{or any part thereof} to the said Plaintiff and
so the said Defendant wrongfully returned the
same from the said Plaintiff to his damage

50 p. Therefore he has

Attest
J. H. H.

William E. Brown

Thomas T. Wood
William Lyndon

was

Filed Nov 15th 1942
John Capie Clerk

Recorded

In Mini Common Pleas to
August Term 1849.

William E. Brown complainant of Thomas
F. Woods and William S. Gibson in a plea of
assumpsit, for that whereas the said Defendants
on the 29th day of June 1849 at Mansfield
in said County were possessed of certain goods
and Chattels ^{of the said Plaintiff} to wit 14 Boxes Common Cigars. 25
Glass jars Candy Camphor and Salacralis (with
the contents. 8 Bottles Blue Ink - 1 Bottle Storer
Bitters $\frac{1}{2}$ Bottle Peppermint 1 Powder Corn. 1 Box
and 7 Bran rings 1 Box Cotton Thread - 19 Breast
Pins 2 Cans Hint Buttons 2 Money Trusses
1 Speckard text Book 2 Spools Cotton Thread
2 $\frac{1}{2}$ paper pins 25 paper Smoking tobacco
3 $\frac{1}{2}$ Quire wrapping paper 1 Lot Linen &
Cotton Thread 1 Large Box Matches containing
about 60 papers 5 Snuff Boxes 1 Hair Brush
1 Lot Knitting needles 1 Razor 3 Pressers
15 vials essence. 1 Lot Thimbles 4 Boxes Caps
7 lbs Candles 1 jar and Snuff therein Bladder
of Scotch Snuff 3 lbs Allspice $\frac{1}{2}$ Key Salacralis
5 pounds allum Key. $\frac{1}{4}$ Key Copperas 4 paper
needles 2 Coffee Pots 6 Bannins 2 Chains -
one half bushel Measure 5 Empty Barrels 1 Barrel
Cedar 1 Jarret. 1 Brown 1 Clop Lamp 2 tin
Measures 1 funnel 5 empty Keys 3 Jetchers 4 Boxes
6 Balls wrapping yarn Tin Glass Staw 1 tin
Bucket 1 Barrel Whiskey 3 pound powder 1 Smoke
Can and powder therein 1 Lot Cinnamon $\frac{1}{2}$ lbs Candy 1 Box
Soap 40 Crocks 2 $\frac{1}{2}$ Barrel salt & barrel 4 $\frac{3}{4}$ lbs lead
& 2 Sugar bowls

Union Common Pleas

W. E. Brown

vs { Precipue for witness
in Replevin.

J. J. Wood &

W. L. Gibson

Filed July 5th 1843
John Capil Clerk

Mr E. Brown
vs.
Thos. F. Woods &
Mr L. Gibson

Rep Levin

I swear Subpoena for Joseph
Stiner - a witness in this case
O Lemmy
Atty for Def. 5.

John Cassil Esq.
Clk. Ct. Com. Pleas
Union County

In Union Common
pleas

Thomas J. Woods
William S. Gibson } plea
ads
William C. Brown }

Recorded

Thomas J. Woods, and
William L. Gibson
ads.
William C. Brown

In Union Common Pleas:

And the said Thomas J. Woods and
William L. Gibson come and defend, &c. and say
that they do not wrongfully detain the goods
and chattels specified in the declaration, or any
part thereof, in manner and form as therein
alleged, and of this they put themselves upon
the country, &c. and the said William C.
Brown doth the like

By Otway Curry,
their Atty.

Filed June 29
1893

James Caprie
UK

Mr E Brown

9
Culson & Huley

} Mine subpoenas for
Chester Farnum John
F. Bildenbeck. Emaline Brown

To Camil & Co

A. Wall
atyp

Filed July 6th 1849
John Capil Kent

Wm E. Brown

vs

J J Woods

)

Henry Kerster John Gibson Merckon are wanted as witnesses
on behalf of plaintiff

On trial

Mr Wplevin

Mr Gibson and Noble

A Hall atty for
def

Union County Comm
Hear

Brace
vs
Gibson

Sew 37 $\frac{1}{2}$
Mile 5
" " 42 $\frac{1}{2}$

Filed July 6th 1843
John Capiteluk

Served by reading to within July 6. 1843.
Wm. H. H. H. H.

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING: †

We command you to summon *Noble Mershon and ~~Henry~~*
~~John Gibson~~ John Gibson and Henry Kezette

to appear before our court of common pleas of said county, at the court house, in the
town of Marysville, ^{for the writ} on the ~~first day of next term, 10 o'clock A. M.~~ to testify and the truth

to speak on behalf of *Wm. E. Brown* in a certain
matter in controversy in our said court depending: wherein *William E Brown*

is plaintiff, and
Thos J. Wood and Wm. L. Gibson defendant.

And this ~~th~~ shall in no wise omit under the penalty of the law; and have then there this
writ, Witness John Cassil, clerk of said court at the court

house aforesaid, this *6th* day of *July*, A, D, 184*3*

John Cassil Clerk,

Filed July 5th 1843
John Cassil lth

Know

is

Woods Gibson

}

Is a subpoena returnable
trial day for Richard

of Bancroft

Thomas C. K.

Hall

atty. ~~at~~

Union Com pleas
Mr E. Brown
" Appraiser
Thos. F. Woods +
Wm L. Gibon

A.

We the undersigned being called upon by J. W. Steele Sheriff
of Union County Ohio. to appraise the following goods
+ Chattels taken in Deplem by W. E. Brown —

After being duly sworn we appraise said goods as follows viz

25 Glap Lard	\$7.70	1. Slate	18
8. Blue Inks	.62	4 Paper Needles	.06
1 Stoten Bitters	.31	12 Coffee Pots	2.86
1 Can + Powder	.44	6 Fans	1.50
1 Box + 9 Rings	.25	2 Chairs	1.00
19 Breast Pins	.25	2 Measures + Broom	.38
4 1/3 doz Shirt-Buttons	1.3	6 Bannets + Cider	1.50
2 Silk Purse	.25	1 Fopit	.38
1 Tippecanoe Lest Book	1.22	1 Glap Lamp	.25
1 Yool Thread	.06	5 Dry Kegs	.62
2 1/2 Paper Fine	.09	2 Pitchers + Bowl	.25
25 Smoking tobacco	1.00	4 Dry Boxes	1.5
3 Quine Paper	.25	6 Balls wrapping yarn	.38
lot of thread	1.122	1 Tin Glap Stand	.25
Matches	.75	1 Tin Bucket	.31
5 Snuff Boxes	.18	1 Barrel Whiskey	3.08
1 Hair Brush	.18	3. lb Powder	1.12
1 lot Knitting Pins	.06	1 lot Cinnamon	.32
1 Razor	.25	1/2 lb Candy	.38
3 Primmes	.04	1 Box Soap	.63
15 vials Essences	.45	40 Crocks	2.00
1 lot Thimbles	1.20	2 1/3 Bl. Salt + Barrel	1.33
4 Boxes Caps	.122	4 3/4 lb Seed	.38
7 lb Candles	.56	2 Sugar Bowl	.50
1 Jar + Snuff	.50		
1 Bladder + 40	.95		
3 lb Allspice	.00		
1/2 Keg Saleratus	.70		
5 lb Alum	.32		
1 Keg + Cooperas	1.12		

\$40.08
 2.44
 2.50
 5.02

Given under our hands and seals this 1st
day of July A.D. 1842
James E. Harriott Seal
J. W. Steele Seal

Union Common Pleas

Wm G. Brown

vs

L. J. Wood and

Wm L. Gibson

Sub. for Gibsons

W. Tressie

Served by reading to Seir
Gibson June 19, 1843. Chas

Farr June 20. to Cor
nelius Mercha. June 26.

P. B. Smith June 30. Thos

Mercha not in

W. W. Staley

Sew 62 $\frac{1}{2}$

Mile 15

77 $\frac{1}{2}$

Filed July 1st 1843

John Caffie
clerk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON *Thomas Mershon, Cornelius Mershon, P. B. Smith Chester Farnum & Levin Gibson.*

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, ^{at 10 o'clock A.M.} to testify and the truth to speak on behalf of *William L. Gibson* in a certain matter in controversy in our said Court depending: wherein *William E. Brown* is plaintiff, and *J. F. Wood and William L. Gibson* defendant. And this ~~they~~ shall in no wise omit under the penalty of the law; and have then there this writ.

John Caspi
Witness, **JAMES H. GILL**, Clerk of our said Court, at the Court-House aforesaid, this *14th* day of

June A.D. 1843.

John Caspi Clerk.

Mr E Brown
vs

Wm L Gibson

Sut. for gibsons,

Witness

~~Served by reading to~~
~~Sam John Smith &~~
~~The Master Apr 10 1843~~

Law	—	62
Mile	—	15
		<hr/>
		77

Filed April 15, 1843.
John Cassil
Clerk.

James by reading to The Master. P. B. Smith & Davis
Gibson Apr 10. To Charles James Apr 11. & Learning
Master Apr 15. 1843.

W R Steele Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Thos. Merston, Cornelius Merston, P. B. Smith, Chester Farnum & Levin Gibson* 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 *William L. Gibson*

in a certain matter in controversy in our said Court depending: wherein *William E. Brown* is plaintiff, and

Thos. F. Wood & William L. Gibson is defendant. And this *they* shall in no wise omit under the penalty of the law; and have then there this writ.

John Casie
Witness ~~James H. Gill~~, Clerk of said Court at the Court house
aforesaid, this *tenth* day of *April* A. D.
1843.

John Casie CLERK.

Union Common Pleas

Brown

vs

Gibson Ad

sub for Writmp.

Served by reading
July 5, 1843

W. H. [Signature]

Sec 12⁵

Mile 5

17¹/₂

Filed July 5th 1843

John Capil. Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

Richard Bancroft

to be and appear before our Court of Common Pleas of said County, at the Court house
in the town of Marysville, ~~on the first day of next Term, 10 o'clock, A. M.~~ ^{*forthwith*} to testify and

the truth to speak on behalf of *Wm. E. Brown* in a certain

matter in controversy in our said Court depending: wherein *Wm. E. Brown*

is plaintiff, and

Wm. L. Gibson & Jas. F. Wava defendant.

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

this writ. Witness John Cassil, Clerk of said court at the

court house aforesaid, this *5th* day of *July* A. D. 1843,

John Cassil

Clerk.

Union Com Pleas

Wm E Brown

vs

Thos A Woods &

Wm L Gibson

Subj for witnesses

Served by reading
to within July 6. 1843

W W Stealy

J. J. Alexander deman
did his fee,

Law 25

Mils 55

30

Filed July 6th 1843

John Cassil. Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *James S Alexander & Mr. Frank Ery* & that he bring with him the execution issued in the *Case of Mrs E Brown vs Samuel E Brown* to be and appear before our Court of Common Pleas of said County, at the Court house in the town of Marysville, ~~on the first day of next Term, 10 o'clock, A.M.~~ ^{forthwith} to testify and the truth to speak on behalf of ~~the~~ ^{Mrs E Brown} ~~James S Alexander & Mr. Frank Ery~~ in a certain matter in controversy in our said Court depending: wherein _____

Mrs E Brown _____ is _____ plaintiff, and *Thomas S. Wood & William S. Gibson* are defendants
And this he shall in no wise omit under the penalty of the law; and have then there

this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this *6th* day of *July* A. D. 184 *3*,

John Cassil
Clerk.

Filed July 6. 1843

J. Casie
Clerk.

James A. Alexander

Brown
is
Gibson of Wood }
also for Mr H Frank and that he bring with him the execution in
Carrie Ok

Issue Subpoena for ~~Mr~~
Jas. A. Alexander. Return
for P. H. reliable for the
the case of Mr E. W. ^{Smith} ^{vs} ^{John}
Hall in Dept

Union Common Pleas

Brown

vs

Wood & Gibson

Served by reading July
6. 1843.

W. W. Stebbins

Fees 72.

Mile 15

27

Filed July 6 1843

John Cassil. Clk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

Joseph Stinner

to appear before our court of common pleas of said county, at the court house, in the
town of Marysville, on ~~the first day of next term, at 10 o'clock~~ ^{to Morrow morning at 8 o'clock} A, M, to testify and the truth

to speak on behalf of *Thos J. Wood & W. L. Gibson* in a certain
matter in controversy in our said court depending: wherein *Wm E. Brown*

is _____ plaintiff, and

Thomas J. Wood & W. L. Gibson defendant.

And this *he* shall in no wise omit under the penalty of the law; and have then there this
writ, Witness John Cassil, clerk of said court at the court

house aforesaid, this *5th* day of *July* A, D, 1843

John Cassil Clerk,

Union Common Pleas

Brauer
vs
Gibson et al
Sub. for Writings

Filed July 11th 1843
John Cassell

Sew	37 ¹ / ₂
Mile	<u>38¹/₂</u>
	72 ¹ / ₂

J. F. Bilderback demanded his fee at service of writ but not paid for want of funds
W. W. Steeliff

Passed by reading to J. F. Bilderback & D. Brown
June 30. 1843.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Chester Farnum, John F. Bilderback and Emeline Brown*

to be and appear before our Court of Common Pleas of said County, at the Court house in the town of Marysville, on the first day of next Term, 10 o'clock, A. M. to testify and the truth to speak on behalf of *Wm E. Brown* in a certain matter in controversy in our said Court depending: wherein *Wm E. Brown* is _____ plaintiff, and *Wm L. Gibson and J. F. Mace* defendants

And this ~~they~~ shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 29th day of June A. D. 1843,

John Cassil Clerk.

11.56
 .41
 .35
 255
 04
 1.50

\$ 14.16

William C. Brown
 W

William L. Gibson
& Thomas F. Woods

Sept 1845

Union Cow Plus

William O. Brown

of your office

Thomas F. Woods

Mrs. S. Gibson

Served July 1st 1842 by reading
to Mrs Gibson & Tho^s F. Woods
delivering property to W & B Brown
& taking Bonds in \$100.

W W Steele Sheriff

Law .35

Mile .05

Inquest 1.00

Apprs - 1.00

Bond .50

3.90

Filed July 13th 1842

James H. Gill Clark

Cost bill made

Recorded July 25/43

The State of Ohio Union County
To the Sheriff of said County Greeting

We command you that without delay you cause to
be replied unto Wm. E. Brown the following goods &
chattels to wit. 14 boxes common cigars 35 Glass jars containing
Candy Camphor Candy & Salacratas with the contents of
8 bottles blue ink 4 bottles Stolen bottles 1/2 bottles
Same 1 powder can 1 Box & 7 brass Rings 1 box cotton
Thread 19 breast pins 2 cards shirt buttons 2 money purses
1 Tippucanoo tea book 2 Spools cotton thread 2 1/2 papers
pins 35 papers smoking tobacco 3 1/4 Yards Rapping paper 1
lot linen & cotton thread 1 large box of matches containing
about sixty papers. 5 Snuff boxes 1 hair brush 1 lot knitting
needles. 1 Razor 3 primmas 15 orals essene 1 lot thimbles
4 boxes caps 7 lbs candles 1 jar & snuff tin 1 bladder
of scotch snuff 3 lbs alspice 1/2 keg Salacratas 5 lbs. Alu.
2 Keg 1/4 keg copperas 1 State 4 papers needles 12 coffee
pots 6 basins 2 chairs 1 half bushel measure 5 empty
barrels 1 barrel cider 1 Tosses 1 Broom 1 Glass lamp
2 tin measures 1 funnel 5 empty kegs 3 patches 4 boxes
6 balls rapping yarn 1 Iron Glass Stand 1 tin bucket 1 bar-
rel whiskey 3 lbs powder 1 small can & powder tin 1 lot of
Germania 1 1/2 lbs Candy 1 box Soap 10 crocks 2 1/3 barrel
Salt & barrel 4 1/4 lbs lead 2 sugar bowls, which Thomas
J. Woods and William Gibson wrongfully detain from said
Wm. E. Brown as is said and that you summon the
said Thomas J. Woods and Wm. Gibson to appear before our
Court of Common Pleas in and for the County of said Ohio on the first
day of next Term to answer unto said Wm. E. Brown for the
unlawful detention of said goods & chattels Damages \$50.00
and have you the same this writ
Witness James W. Gillette of said Court
this 30th day of June A.D. 1842
James W. Gillette

Cx. Docket No. 2. Page 74

Wm E. Brown

vs

Z. F. Woods & Wm. L. Gilson

Damages — \$42,50

Plffts Cost — 28,89

Diffs .. 15,27

miscan — 6,30

~~Wm~~ 92,96

Credit, August 21-1843 \$29,13

63,83

Offered the property for sale
March 22^d 1844, having
previously advertised the
same according to Law—
no sale for want of bidders

~~N. W. Steel~~

Serv	35	} No more prop- erty found— wherein to levy N. W. Steel
Mile	15	
Ado	25	
Bond	50	
	1.25	

Gr. fee 2.00

\$ 3.25

Filed March 22^d 1844

John Capil Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those *goods and chattels of Wm. C. Brown, to wit;* 1 Bench screw, 1 grooving plane, 3 bits, 3 moving gauges, 5 gouges, 3 Steel Cooper 1 V, 4 plane bits, 1 planing knife, 2 Mallets, 1 trying square, 1 planing gauge, 1 cyther hook & 1 moulding box.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy *Thomas F Woods*

& *Wm. L. Gibson*
the sum of *forty two*

dollars and

fifty

cents, for

their

damages, together with \$

15,27

for ~~his~~ *their* costs, with interest thereon from the *6th* day

of

July

A. D. 1843

until paid, which late in our said Court the said *Woods & Gibson*

recovered against the said

Wm. C. Brown

as of record is manifest. Also, \$

6,30

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 *Woods & Gibson, also the sum of \$28, 89 plus costs*

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

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *22^d* day of *Jan* A. D. 1844

John Cassil

CLERK.

Wm E. Brown
ps

J. F. Wood & Wm L. Gibson

Damages	\$42.50
Platts costs	28.89
Plt "	15.27
Writ	41

Recd this recd July 31st 1843

Every made by order of ~~Matthew Collins~~ Matthew Collins
 one 1 Bench vice 2 Hand saws 1 Pattern square 1 foot Add 1.25 in Auger 1 Grooving
 Plane 3 Ditto 2 Shaving Knives 2 Tenant saws 1 Hand axe 1 pr Compasses 1.25 in Auger
 3 Best Bench Planes 2 Oil Stone 1 Panel Plane 3 Mooring Gauge 1 pr Dividers
 1 set Mach Planes 8 mauling Planes 1 double stem Gauge 1 Broad Axe
 1 1/2 inch Auger 4 Trimming Chisels 14 Irons Chisels 1 Pry bar saw 2 Tying square
 1 Pick 3 Duck Bill Chisels 1 spoke shave 1 pad Auger 3 scrub Axes 4 Gauge 3 bents
 1 ditto 3 steel cooper's 1. V. 4 Plain Ditts 1 Punch 1 Glazing Knife 1 Chalk line
 1 ~~Drum~~ Draze Ditts 1 oak Plane 2 Mallts 1 oak Plane 1 Tying square 1 Mooring
 Gauge 1 Floating Gauge 1 Gauge 2 Turning Chisels 1 screw Drive Disk 1 Broken Pattern
 square 1 side Hook 1 Mountain Post 1 Chest 6 Glap Bars 1 Powder causter and Powder
 1 ~~Drum~~ Drum 1 Gauge (Apparment & used) See apparatus
 Filed August 20th 1843
 John Casin etc
 Bell Street the filed

Sale all the property land - 1 Bench vice 1 Mooring Plane
 3 ditto 3 Mooring Gauge 3 Gauge 3 Oil Cooper's 1 1/4 Plain Ditts
 1 Glazing Knife 2 Mallts 1 Tying square 1 Floating Gauge
 1 iron Hook 1 Mountain Post

Sale to the amount of \$89.13

Paid Duties \$2.50
 Appraisers fee 1.75
 Balance my pen
 A. G. Cummings Dpt Sheriff
 Dues \$1.00
 Mileage 5
 Stationery 25
 P. 2 1/2 58
 \$3.23

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 *fifth* day of *July* A. D., 1843 *Thomas F. Woods & Wm L Gibson*

recovered against *William E. Brown*

as well the sum of *forty two* dollars
and *fifty* cents, for *their* damages, as the sum of \$ *15,27*
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 *William E. Brown*

you cause to be made the damages and costs aforesaid with interest thereon from the *sixth* day of *July* A. D., 1843, until paid. Also, the sum of \$ *41* the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said *Thomas F Woods & William L Gibson; also \$28,89 costs of said Wm E. Brown*
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 *31st* day of *July*
A. D., 1843.

Attest:

John Cassil CLERK.

Union Com Pleas 2 130

J. H. Woods & W. L. Gibson
Ad

William. E. Brown

Damages \$42.30
Plffs costs 28.89
Defts " 15.27
Increase 9.96
\$96.42

Credit August 21 1843. \$29.13
Received Jan & A 1845 37 1/2
Service ——— 35
Mileage ——— 25
Advertising ——— 25
Printers fee 100
1,85

Filed May 5th 1845
John Caspe Clerk

Received this writ December 1st 1844 —
 advertised the within described property for sale at
 the door of the Court house in Marysville on the 8th
 day of January 7th 1845 between the legal hours —
 January 8th 1845 Offered the within described
 property for sale at the door of the Court house
 sold 3 moving gauges to Matthias Collans for 6-37 1/2
 cents — the balance of the goods not sold for want of
 bidders — January 8th 1845 from M Robinson Sheriff M Co

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

as we have heretofore commanded you
We command you to expose to sale those *goods and chattels of William P. Brown,*
to wit: 1 Bench screw, 1 grooving plane, 2 bits, 3 moving
Quages, 5 gouges 3 Steel Coopers & V. 4 plane bits, 1 Glazing
Knife, 2 Mallets, 1 trying Square, 1 flooring Quage 1 Side
Hook, 1 Mouton Box,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy *Thomas J. Woods* the sum of *forty two* dollars and *fifty* cents, for *their* damages, together with \$ *15.27* for *their* costs, with interest thereon from the *6th* day of *July* A. D. 1843 until paid, which late in our said Court the said *J. J. Woods & W. Gibson* recovered against the said *Wm P Brown*

as of record is manifest. Also, \$ *9.46* increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands now and 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, either, or the land shall permit, being the property of the judgment debtor, which together with the property which shall 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 *Woods & Gibson, also the sum of \$28.89 Plaintiff's costs*

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 *November* A. D. 1843.

John Cassil CLERK.



Ex. Dec. No. 2 page 130

William C. Brown

vs

Thos. D. Woods & Wm. L. Gile

Carriages	\$ 42,50
Pliffs costs	28,89
Ditto	15,27
increase	11,56
Writ	47

Service --	\$0.35
Mileage --	5
advertising	25
Prundage --	4

Printers fee	69
	150
	219
Filed Aug 19. 1845	
John Cassie CLK	

Received this writ July 16th 1845 -
 advertised the within described goods & Chattels
 August 1st 1845 in the args & paper published
 in the County of Union, for sale in the Town of
 Marysville on the 19th day of August 1845
 between the legal hours - August 19th 1845
 offered the said Goods & Chattels for sale by public
 ant cry and sold the same to Jm G Frank
 for \$257 he being the highest and best
 bidder - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

as we have heretofore commanded you,
We command you to expose to sale those

goods and chattels of William
E. Brown, to wit: 1 Bench screw, 1 grooving
Plane, 3 bits, 5 gauges, 3 steel cooper, 1 V.
4 Plane bits, 1 glazing knife, 2 Mallets, 1 trying
square, 1 flooring gauge, 1 side hook, 1 Moulton
Box,

which according to our commands you have taken into your hands, and which remain unsold as you have
certified to the Judges of our Court of Common Pleas of our said County, to satisfy Thomas F
Woods & William S. Gibson
the sum of forty two
dollars and fifty cents, for
damages, together with \$ 15.27 for their costs, with interest thereon from the 6th day
of July A. D. 1843 until paid, which late in our said Court the said Woods &
Gibson recovered against the said Wm E. Brown

as of record is manifest. Also, \$ 11.56 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 afore-
said, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tene-
ments, 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 un-
to said Woods & Gibson, also the sum of \$ 28.89 Plaintiffs costs
with interest then on from the 6th day of July 1843

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 26 day of July A. D. 1845.

John Cassil CLERK.

Filed Nov 2^d 1844
John Cassil Clerk

Issued Nov 2^d 1844
John Cassil Clerk

W^m E Brown
vs
J. F. Woods &
W^m L Gibson

In Union Court Pleas

The Clerk will issue
a vendi in the above

case

to John Cassil. Clerk

Ernest Allison Atty
for deft

Civil/Domestic Case File

Case No. 1842-CV-0042

No. 42-CV-42

Union Common Pleas Court

Thomas Sheldon

Plaintiff,

against

Josiah Worley

Defendant.

JUL TERM. 1843

Settled

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

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

Ex. Doc. Page.....

In Union Common Pleas

Replevin

Thomas Shelden

vs & affiant

Grant Worley

Filed July 2nd 1842

James H. Gile Clerk

1843

Thomas Sheldon

In Replevin Damages \$99.00

vs.
Joseph Worley

The Clerk of Union County Pleas
will issue a writ of Replevin
in the above case for one barrel
Rhoan man about 13 years old.

A Hall sub

~~Atty for Pff~~

State of Ohio Union County ss

Thomas Sheldon makes oath that he has good right
to the goods and Chattels described in the above process
and that they are wrongfully detained by the said Joseph
Worley, and that 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 amercer-
ment assessed against the said plaintiff nor by virtue
of any writ of replevin, or any other mesne or final
process whatsoever assessed against the said
plaintiff.

Thos. Sheldon

Subscribed and sworn to this 2nd day of July
1842 before me

James H. Gill Clerk
of U. Co. O.

Union Com. Mass

Thomas Sheldon

✓ Rept. Bond

Josiah Wooly

Filed July 9. 1842

James H. Gillett

²⁷
Know all men by these presents that we ~~John~~
J A Sheldon & Eli Sheldon are held
and firmly bound unto Josiah Worley in the penal
sum of One hundred dollars Current Money to the
payment of which well & truly to be made we
bind ourselves heirs executors & Administrators
firmly by these presents sealed with our seals
and dated this 2^d day of July A.D. 1842

The Condition of this bond is this Whereas the
said J A Sheldon has sued out of the Clerk's office
of the Court of Common Pleas of Merion County
his writ of Replevin Returnable to next term
for one Sorrel Roan Mare. Now if said
J. A. Sheldon does appear at the next term of
said Court & prosecute his suit to effect &
pay all damages & costs that may be awarded
against him then this obligation to be void
otherwise to remain in full force & virtue
~~Given under our hands and seals~~

John A. Sheldon Seal
Eli Sheldon Seal

Thomas Sheldon

5. }
Jonah Worley

Affidavit
This writ.

Served by delivering
property to Plff - taking
Bonds & summoning
left by reading
July 2. 1842

W W Stebbins

Few	35
Mile	45
Bond	50
Inquest	1.00
App -	1.00
	<hr/>
	3.30

Filed July 9. 1842
Jas. H. Gill Clerk

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 Thomas Sheldon the goods and
Chattels following to wit. One sorrel steed man supposed
to be about fifteen years old which Josiah Worley
wrongfully detains from the said Thomas Sheldon
as is said: and also that you summon the
said Josiah Worley 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 Thomas Sheldon for the
unlawful detentions of the goods & Chattels aforesaid:—
damages twenty nine dollars. and have you
thus to do this writ

Witness James H. Gill Clerk of said
Court this 2^d day of July 1842.

James H. Gill Clerk

Sheldon Replein
v Zappasimus

Josiah Waley

Filed July 9. 1842

J. H. Gill Clerk

We the Undersigned being called upon by W W Stuts
Sheriff of Union County Ohio to Appraise 1 Sorrel
Roan Mare supposed to be 13 years old
taken in Replevin by L. A. Sheldon of
Ipswich Wooley after being duly sworn we
do Appraise said Mare at Thirty Eight
dollars given under our hands
and seals this 2nd day of July A D 1842

John G. Seal

Wm. M. Hancig Seal

Appraisers

\$

WMS

WMS

Civil/Domestic Case File
Case No. 1842-CV-0043

No. 42-CV-43

Union Common Pleas Court.

Jonathan Bowen
Plaintiff,

AGAINST

R S Maynard
Defendant.

AUG 1842

Dismissed

No Record

Journal 3

Page 53

Record No.

Page

Ex. Doc.

Page

Union Common Pleas

Jonathan Bower

v } scin. Fac.

R. S. Maynard

Served by Certified Copy
Aug. 28. 1842.

W. W. Steele Shuff

Sew	35
Mile	35
Copy	25
	<hr/>
	\$9.5

1842

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Jonathan Bowen on the 15th day of July 1841 recovered a Judgment before John Solly Esq one of the Justices of the peace in and for the said County of Union for the sum of \$30.00^{3/4} with interest and costs against R. S. Maynard upon which said Judgment an Execution was issued and returned no good found whereon to levy, and it having been suggested to the said John Solly that the said R. S. Maynard is possessor of lands and tenements as 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 R. S. Maynard to appear before our said Court of Common Pleas on the first day of 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 in that behalf consider of him and have you then show this writ.

Witness Jas H. Gill Clerk of said Court
this 24th day of August A. D. 1842
Jas. H. Gill Clerk

Civil/Domestic Case File
Case No. 1842-CV-0044

No. 42-CV-44

Union Common Pleas Court.

Joab Leggett

Plaintiff,

AGAINST

John W Swin

Defendant.

April 1843

Judg vs Defendts.

No Record

Journal 3

Page 103

Record No.

Page

Ex. Doc.

Page

and costs of Suit. Noted to say dollars nine ten cents
June 22 1842. The off your order of Appeal

In the action of Joel Liggett against Solond. Smith
Joseph Smith - Do acknowledge my duty due for the
appellant, in the sum of fifteen dollars to be paid
to my bonds and chattels. Lands and Tenement 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
and the Court of Common Pleas.

Thos. Joseph Smith

John Linnell and acknowledge you me this 22nd day
of June 24th 1842
T. J. Smith S.P.

State of Ohio. Union County, O.

I, the undersigned, the foregoing Transcript to be a true
copy of Proceedings had & done before me
in the above case, as appears of Record on my docket,
Given under my hand and seal this 26th day of August -
A. D. 1842.

W. H. Frank S.P.

Transcript P-312

Joel Liggett
John S. Linnell

Filed Aug. 27, 1842

John H. Gillet Clerk

Recorded

State of Miss. Union County Paris Township B.
Justice Docket Entry

Joab Liggett Off.

D.

John S. Lavin Off.

Jury - 8 - 11

Justice cost Senefacins - 25-

issuing 6 subpoenas - 40

1. 50 . 12.00

Laundry & suit case . 32

Trial . 21-

Bail . 21-

Transcript . 3 1/4

\$2.00 3/4

Suit brought to recover damages for failing to return an execution in his hands, issued by James Turner a Justice of the Peace for the Township of Paris. Union County this against Chester Townum in favor of the Off.

May 19th 1842 Senefacins issued to A. C. Jennings a responsible person of Paris Township, for the appearance of the Off. within five days from the service thereof.

which was returned by said A. C. Jennings Endured served the within by reading May 20th 1842
Service - 10th mileage - 5

by request of Off. subpoenas issued for Augustus Hall, Cornelius Mershon, Joseph Stiner, Christian Stiner Chester Townum, & James Turner, and served by John Hurby. Const. fee \$-70.

May 25th 1842 The Defendant, appeared and requested an adjournment until five o'clock, P.M. on this 25th day of May

by request of Off. a subpoena issued for Matthew Williams and served by John Hurby cost for \$-15-

May 25th 5. O'clock, P.M. Parties appeared and entered into Trial, Augustus Hall, Chester Townum Cornelius Mershon Christian Stiner, Matthew Williams Joseph Stiner John Mollum & John Hurby were sworn and examined, and after hearing the testimony.

It is considered by me that the Off. recover of the Defendant the sum of one cent, and costs of suit

~~Handwritten text, heavily scribbled out with dark ink.~~

Joab Ligget
W } Transcript
Chester Harman

Filed Aug. 27. 1842

As. H. Gill Clerk

Cast bill made



State of Ohio Union County

Loab Lisset		Suit Brought on note
19		for \$55.50 Due April 1 st 1841
Chester Hornum		with the following endossements
Judgment	\$44.66	Dec 4 th 1841 Received on the within
Justice's cost		\$5.00 Received on the within
Sumony	12%	Dec 4 th 1841 \$3.00 Received on
Satisfactor	10	the within Dec 13 th \$1.28 Received
Judgment	12%	on the within \$4.40 Dec 27 th 1841
Execution	25	March 24 th 1842 Sumony issued
this transcript	3 1/4	to John Hurly court Returnable
	\$0.91 1/4	on the 28 th day of March 1842
		at 2 th o'clock P.M. which was returned by said
		constable enclosed served by reading fee \$0.15

March 28th 1842 - 2th o'clock P.M. the Defendant failed to appear it is therefore considered by me that the Plaintiff recover of Defendant a Judgment by default for the sum of forty four dollars sixty six cents and cost of Suit Execution issued which was returned by John Hurly court. April 13th 1842 enclosed to property found where on to Levy fee release \$10
John Hurly court

I certify the above to be a true copy from my Sacket given under my hand this 11th day of May 1842
James Jones J.P.

Winn Common Pleas:

Joab Sigget & Mar.

vs.

John D. Irwin } In Case.

Filed October 12, 1842.

John Cassil,

Clerk pro tem.

Recorded

State of Ohio } Court of Common Pleas;
Union County Id. } 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 Joel Liggitt Complainant of John D. Irwin, in a plea of the Case, for that whereas the plaintiff here to fore, to wit: on the 28th day of March 1842, ^{at the County aforesaid} obtained a judgment before James Turner a Justice of the peace of Paris Township, Union County, Ohio, against Chester Farnum, for the sum of Forty four dollars and sixty six cents, and Costs of Suit; and on the same day last mentioned, the said James Turner was a Justice of the peace as aforesaid, and did issue a writ of execution, whereby he commanded any Constable of said Paris Township of the goods and Chattle of the said Chester Farnum to Cause to be made the debt and Costs, (the amount of said Judgment,) and Costs that might accrue, and of the said writ of execution to make legal service and due return: And on the 28th day of March 1842 said writ of execution was delivered to John D. Irwin, who was then and continued to be thence forward and for more than thirty days thereafter, a Constable of said Paris Township; and although a lawful and reasonable time, to wit: thirty days, in which to make return of said writ of execution, elapsed before the commencement of this suit, during all which time the Defendant was Constable as aforesaid, and, as such Constable, could and might and ought to have made return of said writ of execution; yet the Defendant being such Constable, disregarding the duty of his office, and wrongfully intending to injure the plaintiff in this behalf did not nor would at any time during the last mentioned time nor thence forward until the commencement of this suit, make return of said writ of execution, but failed to make return thereof, contrary to the form of the Statute in such case made and provided, whereby the plaintiff hath been and is greatly injured, and deprived of the means of obtaining the said moneys so commanded to be made as aforesaid by said writ of execution, and is likely to lose said moneys, the same being wholly unpaid: —

And also for that whereas the said Joel Liggitt here to fore, to wit: on the 28th day of March 1842, ^{at the County aforesaid} obtained a certain other judgment before James Turner, a Justice of the peace of Paris Township, ^{Union County, Ohio,} for Forty four dollars and sixty six cents debt, as also fifty cents for his damages which he had sustained as well by reason of the detention of the said debt as for his costs and Charges by him ~~in~~ ^{expended} about his suit in that behalf expended; and on the same day last mentioned the said James Turner was a Justice of the peace as aforesaid and did issue a writ of execution, whereby he commanded any Constable of said Paris Township of the goods and Chattle of the said Chester Farnum to Cause to be made the said debt and also the said damages and Costs, the sum being the amount of said other Judgment, and the Costs that might accrue; and of the said writ of execution to make legal service and due return: And on the 28th day of March 1842 said other writ of execution,

was delivered to John D. Irwin who was then and continued to be therefor and for more than thirty days thereafter, a Constable of said Paris Township; and although a lawful and reasonable time, to wit: thirty days, in which to make return of said other writ of execution elapsed before the commencement of this suit, during all which time the Defendant was Constable as aforesaid, and as such Constable could and might and ought to have made return of said ^{other} writ of execution; yet the Defendant being such Constable, disregarding the duty of his office, and wrongfully intending to injure the plaintiff in this behalf, did not nor would at any time during the last mentioned time nor therefor until the commencement of this suit make return of said other writ of execution, but failed to make return thereof, contrary to the form of the statute in such case made and provided, whereby the plaintiff hath been and is greatly injured, and deprived of the means of obtaining the said moneys so commanded to be made as aforesaid by said other writ of execution, and is likely to lose said moneys, the same being wholly unpaid: —

And also for that whereas the said Joel Siggot heretofore, to wit: on the 28th day of March ^{at 1842} ^{the County of} ^{of said} obtained a Judgment other than the said Judgment in the first and second Courts of this declaration mentioned, before James Turner a Justice of the peace of Paris Township, Union County, Ohio, against Chester Farnum, for forty five dollars and sixteen cents; and on the same day last mentioned the said James Turner was a Justice of the peace as aforesaid and did issue a writ of execution other than the said writ of execution in the first and second Courts of this declaration mentioned, whereby he commanded any Constable of said Paris Township of the goods and Chattels of the said Chester Farnum to cause to be made the said moneys so recovered as is above in this Court set forth, and of said last mentioned writ of execution to make legal service and due return; And on the 28th day of March 1842 the said last mentioned writ of execution was delivered to John D. Irwin who was then and continued to be therefor and for more than thirty days thereafter, a Constable of said Paris Township; and although a lawful and reasonable time, to wit: thirty days, in which to make return of said last mentioned writ of execution, elapsed before the commencement of this suit. During all which time the Defendant was Constable as aforesaid, and, as such Constable could and might and ought to have made return of said last mentioned writ of execution; yet the Defendant being such Constable, disregarding the duty of his office, and wrongfully intending to injure the plaintiff in this behalf did not nor would at any time during the last mentioned time nor therefor until the commencement of this suit make return of said last mentioned writ of execution

but failed to make return thereof, on being
the firm of The Plaintiff in that case made and
procured, when by the Plaintiff's oath and is
greatly indebted, and defrauded of the means of
obtaining the said money, so much as to be
made as afore said by said last mentioned writ
of execution, and is liable to lose said money,
the same being wholly unpaid in by the
damages of the Plaintiff's one hundred dollars,
and the return he shud, &c.

By Chas. Perry, his Atty.

William Common Pleas:
Joah Liggis vs. Van.
Long J. Lewis, John Case.

Recorded

Joab Lisset
W³ Execution
Chester Garnum

Debit \$44.66

Justices cost	35-
this writ	25-
Court cost	15-

no property found
where on to levy
Mileage

10
April the 13th 1842
John Henley Com^t

State of Ohio Union County ss
to Any constable of Paris Township greeting
where as Joab Legget obtained Judgment
against Chester Farnum be fore me James
Twins a Justice of the Peace for said
township for the Sum of \$44.66 Debt & \$0.50
costs on the 28th Day of March 1842
you are there fore commanded that of the
Goods and Chattels of the said Chester Farnum
you cause to be made the Debt and costs
and costs that may accrue & of this writ
make legal service and abatement
Given under my hand and seal this 28th Day
of March A.D. 1842

James Twins J.P.

John J. Irwin Esq.

Soab Ligget, Jr

May 4th 1842 — To Damages for failing to
make return of process in his hands, issued
on the 28th day of March 1842, by James Turner
a Justice of the Peace for Paris Township, Union
County, Ohio, for the Collection of the Amount of a
Judgment for \$44,66 debt, and Costs in favour
of said Ligget, against Chester Harnum, \$44,66
To Costs included in his process, .50
To Ten per Centum penalty, 4.46
To Cost of process, .25
To Constable's Cost, .10
To Cost of Transcript from Esq. Turners docket, 31¹/₄

Adquies Eutria pro P. et. end Surge, lone com,
May 25th 1842 Wm H Frank J.S.

Served by reading
April 20, 1843
W. M. Stebbins

Fee 12⁻
Misc. 5⁻

17⁻

Filed April 20 1843
J. M. Casper clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

Sumner Sammie B. Johnson

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

John D. Bivin

in a certain

matter in controversy in our said Court depending: wherein

Joab Higget is

plaintiff, and

defendant.

John D. Bivin is

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

Witness ^{*John Casie*} ~~James H. Gill~~, Clerk of said court at the court house

aforsaid, this *2th* day of *April* A. D. 1843.

A true copy of original writ

Sheriff John Casie CLERK.

Given & the within
by reading *Apr 19th 1863*

W. B. Deming

Service 1200
Mileage 5
1205

Filed April 19th 1863
John Caspell

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Matthew Williams*

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 *Joab Liggatt*

in a certain

matter in controversy in our said Court depending: wherein *Joab Liggatt 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 *John Cassil* ~~James H. Gill~~, Clerk of said court at the court house

aforsaid, this *19th* day of *April*, — A: D. 184*3*.

John Cassil,

CLERK.

Frederick April 20th 1848
John Cassin Lt

John Drown
vs
Joab Liggitt

And the said Drown
comes and defends
he and says that he is not
guilty of the said supposed
Grievances laid to his charge in manner
and form as the said plaintiff hath complained
against him and of this he puts him-
self upon the Country and the plff
doth the like

By Wm Lawrence
his atty

Served by reading to C. Musher - J. S. Stone
C. Stone C. Farnam April 3rd 1843.
by reading to James Turner & Augustus
Hare April 4th 1843.

Joab Light
vs
John D. Brown

Sub. for Witness

Per - 75
Misc. 5

8.0

Filed April 4. 1843
John Capil CLK

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON *Augustus Hall, Cornelius
Mershon, Christian Stiner, Joseph Stiner,
Dexter Farnum, and James Turner*
to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at
the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to
speak on behalf of *Joab Liggitt* in a certain matter in controversy
in our said Court depending: wherein *Joab Liggitt*
is plaintiff, and *John D. Swain* is defendant. And this ~~they~~ shall in
no wise omit under the penalty of the law; and have then there this writ.

John Capie
Witness, ~~JAMES H. GILL~~, Clerk of our said Court, at

the Court-house aforesaid, this *1st* day of

April A.D. 1843.

John Capie Clerk.

10000 Liggitt

vs

J. D. Row

Receipt for
Witnesses

Filed April
1st 1843

John Capil
 Clerk

Soab Sigget
vs.
John J. Irwin

{ In Union Common Pleas:
{ On appeal from the Doct of
William H. Frank a Justice of the
Peace of Paris Township, Union
County, Ohio.

The Clerk will please issue a subpoena
in this case for Augustus Hall, Cornelius Mer-
shon, Christian Stinger, Joseph Steiner, Chester Far-
-man, and James Larna — Witnesses
Otway Curry
Atty. for plff.

Coat Ledger
vs
John D. Krwin

Sub. for witnesses

Served by reading
Apl. 20th 1843
W W Steele Sheriff

Fee 25
Mile 5

Filed April 20th 1843
John Cassin Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

John Hurly and John McCallum

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 morrow morning half past 8 o'clock* to testify and the truth to speak on behalf of

John S. Revin

10 o'clock am

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

Joal Lizzet

is

plaintiff, and

John S. Revin is

defendant.

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

John Cassie
Witness ~~James H. Gill~~, Clerk of said Court at the Court house

aforsaid, this *nineteenth* day of *April* A. D.

1847.

A true copy of Original

John Cassie

CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0045

No. 42-45-45

Union Common Pleas Court

The State of Ohio
Plaintiff,

against

Ransom Clark et al
Defendant.

JUL TERM, 18 43

Discontinued

Journal 3

Page 134

Record No. 4

Page 179

Ex. Doc. — —

Page — —

Union Common Pleas:

The State of Ohio, }
for the use of } Praecipe
W. Lee, et. als. } for
vs. }
R. Clark, et. als. } Summons.

Filed Aug. 27. 1842

James H. Gill Clerk

The State of Ohio, for the use of
Cyprian Lee, Herman Baldwin,
Mains Wapson, late partners
Under the name and firm of
Lee, Baldwin, & Co.
vs.

Ransom Clark
Alexander Pollock
Robson L. Broome
Henry Kezartee
Benjamin F. Kelsey
and
Peyton B. Smith.

In Debt:

Debt, \$10000,00

Damages \$100,00

Issue a summons returnable
at next Term. Endorse, "Suit brought on a bond
executed by the Defendants to the State of Ohio, for the
sum of Ten Thousand Dollars, dated on the 27th day
of October 1838."

Otway Curry
Atty. for plff.

To James H. Gill Esq.
Clerk of the Court of
Common Pleas, of Union
County Ohio.

Union Com. Pleas

State of Ohio for asoy
Lee Balchwood

Summons
Randow Clark etals

Served by Certified
Copies in each of the
within named Aug 29
1842 W^m W Steele Sheriff

Received

Sew 1.35
Mile - 5
Copies - 90

\$2.30

Filed Aug 30. 1842
J^{as} H Gill CLK

" Suit put on a bond
executed by the Defend
ants to the State of Ohio
for the sum of ten thou
sant Dollars dated
on the 27th day of October
1838"

Oliver Cury
atty for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Ransom Clark Alex. Pollak
Robson L. Brown, Henry Kizarter Benjamin F. Hilsig
and Peyton B. Smith to appear on the first day of next Term

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court-House in said County to answer unto *The State of Ohio for*
use of Cyman Lee Herman Baldwin & Marcus Mason late part
ners under the name and firm of Lee Baldwin & Co
in a plea of *Debt \$1000.00 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

27. day of Aug A.D. 1842
James H. Gill CLERK.

Baldwin and Mainz. Upon late papers as aforesaid,
The said Court ^{of the} Money or any part thereof; when
an action hath accrued to the said Plaintiff to
demand and have of and from the said Defendant
the sum of ten thousand Dollars, mentioned in said
other writing obligatory. — Yet the said Defendant,
though often requested to do so, have not paid the said
said mentioned sum of ten thousand Dollars nor any
part thereof to the said Plaintiff; and the said Def-
= endant have not paid the said last mentioned
sum of ten thousand Dollars nor any part thereof
to the said Plaintiff; to the Plaintiff's damage
One hundred Dollars; and thereupon the
Plaintiff sues, &c.

By Charles C. Bunn
Plffs Atty.

Union Common Pleas:

State of Ohio

for the use of
~~James C. Bunn~~
vs. ~~James C. Bunn~~
et al.

Dec.

~~James C. Bunn~~
~~James C. Bunn~~

Ransom Clark et al.

Filed October 12, 1842.

John Cassil,
Clerk/Proctor.

P. 162 - 484

Cost bill made

Recorded

Union County N. C. } Court of Common Pleas:
August Term, A. D. 1842.

The State of Ohio, for the use of Cyprus Lee, Herman Baldwin, and Mainw Wapton, late partners under the name and firm of Lee, Baldwin, & Co. Complainants of Ransom Clark, Alexander Pollock, Robson L. Broome, Henry Kezartee, Benjamin J. Kelsey, and Peyton B. Smith in a plea of Debt, for that whereas the said Ransom Clark, Alexander Pollock, Robson L. Broome, Henry Kezartee, Benjamin J. Kelsey, and Peyton B. Smith, on the 27th day of October 1838, at the County aforesaid, made their certain writing obligatory of that date, sealed with their seals (and now to the Court here shown) and then and there delivered the same to the plaintiffs and thereby bound themselves to pay to the plaintiffs the sum of Ten thousand dollars, subject, nevertheless, to a certain condition contained in the said writing obligatory, which said condition is in the following words, to wit: - "The condition of the above obligation is such that if the above named Ransom Clark shall faithfully discharge all the duties of the office of Sheriff, to which he has been elected and commissioned, in and for the County of Union aforesaid, and shall well and truly pay over all moneys by him received by virtue of his office aforesaid, and shall faithfully and impartially perform all the duties required of him as Sheriff, then this obligation shall be void, otherwise remain in full force and virtue." And the said Ransom Clark was then and there Sheriff of the County of Union aforesaid. And for assigning a breach of the said condition of the said writing obligatory the plaintiffs further says that the said Cyprus Lee, Herman Baldwin, and Mainw Wapton, ~~late~~ ^{partners} ~~under the name of Lee Baldwin & Co.~~ ^{under the name of Lee Baldwin & Co.} on the 13th day of July 1838 obtained a judgment in the Court of Common Pleas of the County of Union aforesaid against Henry Swartz and John P. Brooks for the sum of One Hundred and Ninety

five dollars and twenty five Cents, ^{for their damages;} and also for
Costs of suit amounting to Nine dollars and ninety
five and a half Cents; and on the 5th day of November
1838 a writ of execution under said Judgment was issued
from said Court & delivered on the 6th day of November
1838 to Ransom Clark aforesaid; and on the 3rd day
of January 1839 said writ of execution was levied
by the said Ransom Clark, who was then Sheriff as aforesaid,
upon in lots No^s 9 and 10 in the Town of Richwood
the same being ~~the property~~ ^{being} ~~as~~ ^{as} the property of said
Henry Swartz and John P. Brooke; — And the plain-
tiff further saith that a Certain James J. Gray, on the
26th day of October 1838, in the Court of Common Pleas of
the County aforesaid, obtained a judgment against said
Henry Swartz and John P. Brooke in late trading as H. Swartz & Co.
for the sum of Four Hundred and Sixty Dollars and for by Three Cents;
and on the 17th day of July 1839 a writ of venditioni exponas,
under said Judgment in favour of said James J. Gray was
issued from said Court, and was delivered to Ransom Clark aforesaid;
and ^{said} Ransom Clark was then Sheriff as aforesaid, and so
being Sheriff did proceed in obedience to a Clause contained
in said writ of venditioni exponas, to levy upon the aforesaid
in lots No^s 9 & 10 in the Town of Richwood, on the 22nd day
of July 1839; — And on the 26th day of May 1839 a writ
of venditioni exponas, under said judgment in favour
of said James J. Gray, was issued from said Court, and was
delivered to said Ransom Clark; and on the 7th day of July
1840 the said Ransom Clark was Sheriff as aforesaid, and did then
proceed, ~~and~~ by virtue of said last mentioned writ of ven-
ditioni exponas, to offer said in lots No^s 9 & 10 in the Town of
Richwood for sale, & did sell the same for the sum of
Eighty Three Dollars and Thirty four Cents; — And
the plaintiff further saith that on the 5th day of November
1841 it was ordered by said Court that said Ransom Clark
should pay over to said Lee Baldwin & Co. the aforesaid
Money made as aforesaid by the sale of said in lots
No^s 9 & 10 in the Town of Richwood, or as much thereof
as might be necessary to discharge the prior ~~and~~
Judgment and Lien of the said Lee Baldwin & Co. of

July Term 1838 of said Court, against - The said
Henry Swartz and John P. Brookins; and the
plaintiff further saith that the said Ransom Clark
at the time of the making of said order by said Court,
and then afterwards, refused and failed, and still doth
wholly refuse and fail to pay over to said Lee, Bald-
win and Co. ^{the said money so made by the aforesaid sale}
- which said Co. whereby the aforesaid writing obligatory
became forfeited, and there by an action hath accrued
to the plaintiff to demand and have of and from
the defendant the said sum of Ten Thousand
Dollars: -

And also for that whereas the said Ransom Clark,
Alexander Pollock, Robson L. Brown, Henry Kezarlee, ^{Benjamin} J. Kelsey,
and Peyton B. Smith on the 27th day of October 1838 at the County
of Union aforesaid, by their certain other writing obligatory sealed
with their seals, & then and then delivered to the plaintiff, and now
to the Court here shown, bound themselves to pay to the
plaintiff the sum of Ten Thousand Dollars, subject how-
ever to a condition precisely similar to that which is set
forth in the first Count of this Declaration as the condition
of the writing obligatory which is mentioned in the ^{said} first
Count of this Declaration. And the plaintiff hereby af-
firms it as a breach of said condition of said other writing
obligatory that certain ^{other} money ^{by virtue of legal process} proceeding from the sale
of in lots No^s 9 & 10 in the Town of Richwood in said
County came into the hands of said Ransom Clark ^{on the 7th day of July 1840,} after
the execution of said other writing obligatory and during
the term of service of said Ransom Clark as Sheriff of said
County; he being then in fact Sheriff of said County; and
the said Ransom Clark by force of said condition of said
other writing obligatory was bound to pay said certain
^{money} money over to Cyprian Lee Hernan Baldwin and
Mans Wagon late partners under the name of
firm of Lee Baldwin & Co. But the said Ransom
Clark failed, and doth still wholly fail and
refuse to pay over to said Cyprian Lee Hernan

Union Common Pleas:

The State of Ohio }
for the use of }
C. Lee, et. als. } Copy
vs. } of
R. Clark, et. als. } Bond.

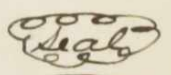
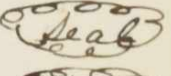
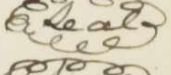
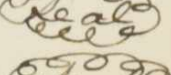
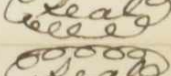
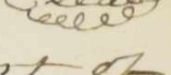
Filed October 12, 1842.

John Cassil,
Clerk pro tem.

[Copy:]

" Know all men by these presents that we, Ransom Clark, A. Pollock, R. L. Broome, H. Kezar tee, B. J. Kelsey, P. B. Smith, all of Union County, are held and firmly bound unto the State of Ohio, in the sum of Ten Thousand Dollars good and lawful money of the United States, to the payment of which, well and truly to be made, we bind ourselves, our heirs executors and administrators, jointly and severally firmly by these presents; - Sealed with our seals, and dated this 27th day of October A. D. 1838.

The condition of the above obligation is such that if the above named Ransom Clark shall faithfully discharge all the duties of the office of Sheriff, to which he has been elected and Comissioned in and for the County ~~of~~ of Union aforesaid, and shall well and truly pay over all moneys by him received by virtue of his office aforesaid, and shall faithfully and impartially perform all the duties required of him as Sheriff, then this obligation shall be void, otherwise remain in full force and virtue.

Ransom Clark 
Alex^r Pollock 
R. L. Broome 
Henry Kezar tee 
B. J. Kelsey 
P. B. Smith. 

I, James H. Gill, Clerk of the Court of Common Pleas of Union County Ohio, hereby Certify that the above is a true Copy of the official bond of Ransom Clark, late Sheriff of said County, deposited and remaining in my Office. Given under my hand, and the Seal of said Court, this 27th day of August A. D. 1842.

James H. Gill Clerk

In Union Commun Plus

Lee Baldwin & Co

54

R Clark & Co

Demurrage

Filed April 1st 1843
John Capitt
Att.

Recorded

Allison & Hall

In Baltimore Co

vs
Ransom Clark
et al.

In Union Common Pleas
August Term AD 1842

And the said Defendants now come and defend the wrong and injury whereof. And say that the said Plaintiffs ought not to have their aforesaid action against Deft because they say that said Declaration and the matters therein contained are not sufficient in law to maintain the action aforesaid and they are not bound to answer the same wherefore they pray judgment that the said Plaintiffs be barred from the said action.

And for Cause of Demurrer the Defendants shew the following

1st The Statute does not authorize an action of Debt to be brought upon the bond of a Sheriff for neglecting to pay over money collected by him. The Statute authorizes Amercement against of the Sheriff - and his securities are made parties by Sei fa

2nd said Declaration nor in the Corbit Pleas does not state that said Plaintiffs their agent or atty have ever demanded of said Clark the payment of any money collected by him as Sheriff for their use or that he has refused to pay over on demand any money collected for the use of Pliffs

3rd said Declaration is otherwise defective in form & substance

Almond Hall
Atty for Defts

62. Dec. No. 2 Page 67
union common Pleas

C. Lee & Co

^{vs}
R. Clark

~~Cost~~
Clarks Cost - 125
Lee & Wapors... 11.22
Writ 41

1288

Rec^d this writ July 19. 1843

Debt. 12.88
19
35
5
24

13.77

Money made in full
Oct 17. 1843.

M. W. Steelbreff

35
5

24
.64

Filed Oct 19 1843

John Capie 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 *fifth* day of *July* A. D., 1843 *Ransom Clark*

recovered against *Cyprian Lee & Mains Wapson, partners*
in trade under the name of C. Lee & Co

as well the sum of _____ dollars

and _____ cents, for _____ damages, as the sum of \$ *1,25*

for *his* costs and charges in that behalf expended, as of record is manifest. You are there-
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

Cyprian Lee & Mains Wapson

you cause to be made the ~~damages and~~ costs aforesaid with interest thereon from the *fifth* day of

July A. D., 1843 until paid. Also, the sum of \$ *,41* the costs of increase
on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court

House aforesaid, on the first day of our next term, to render unto the said *A. Clark also*

the sum of eleven dollars & twenty two cents
Lee & Wapsons costs

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House

aforesaid, this *17th* day of *July*

A. D., 1843

Attest;

John Cassil CLERK

Civil/Domestic Case File
Case No. 1842-CV-0046

No. 42-CU-46

Union Common Pleas Court.

Charles P. Morse

Plaintiff,

AGAINST

W. W. Steele.

Defendant.

April 1843
Dismissed

Journal 3

Page 99

Record No. 4

Page 23

Ex. Doc.

Page

Union Common Pleas:

Charles P. Morse } Praeipue
vs. }
William W. Steele } Replevin

Filed Aug. 27. 1862

Est. W. Gill Clark

Osway County
Plff's Atty.

Charles P. Morse }
vs. } In Replevin:
William M. Steele. } Damages \$400.00

Issue a writ of Replevin for the following goods and Chattels, to wit: Twenty Six Calves, Thirty hogs, Twenty sheep, the hay in the barn, and Bar-racks, Three stacks of hay, and three Cows, all on the farm known as Elias C. Strong's farm near Marysville Union County Ohio, now in the occupancy of the plaintiff.

Orway Curry, Atty. for plff.

To the Clerks of the Courts of
Common Pleas of Union County Ohio }

The above named Charles P. Morse 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 William Steele, and that said goods and Chattels were not taken in execution on any judgment against the said Charles P. Morse, nor for the payment of any tax, fine, or amercement assessed against the said Charles P. Morse, nor by virtue of any writ of Replevin, or any other mesne or final process whatsoever issued against the said Charles P. Morse.

Charles P. Morse

Sworn to and subscribed before me, This 27th
day of August, A. D. 1842.

James H. Gill Clerk

Union Com. Pleas

Charles P. Morse

of 3rd ward of Rep

W. N. State

Served this writ by
reading to proper state
Delivering Property to C.
P. Morse and taking
bonds in the sum of
\$624. Aug 27. 1842

T. F. Woods Coroner

Serv	35
Mile	5
Bond	50
Inquest	1.00
Apprais	1.50
	<hr/>
	3.40

Filed Aug 30. 1842
James W. Gill Clerk

The State of Ohio Union County

To the Coronor of said County greeting

You are hereby commanded that without delay you cause to be replevied unto Charles J. Morse the goods and chattels following to wit 26 calves 30 hogs 30 sheep the hay in the barn and barnacks 3 stacks of hay and three cows. all on the farm known as the Silas G. Strong's farm near Maysville Union County Ohio now in the occupancy of the Ref. which Wm. W. State wrongfully detains from the sd Charles J. Morse as is said and also that you summon the said Wm. W. State to appear before said Court of Common Pleas in and for said County at their next Term to answer unto the said Charles J. Morse for the unlawful detention of the goods and chattels aforesaid Damages Four hundred dollars and have you there then this writ

Witness James H. Gill Clerk of said Court
this 27th day of August A.D. 1862
James H. Gill Clerk

Unia: Com pleas

W. P. Morse

n } App: Return

Wm W. Steele

Filed Aug 30 1842
J. H. Gil Clerk

State of Ohio. Union County

The undersigned being called upon by
Sho^d J. Woods. Coroner for Union County to appraise some
property taken by him by virtue of a writ of Replevin After
being duly sworn upon Actual View we do appraise

30 head of Hogs at \$22.50

3 - of Cows at 36.00

20 - of Sheep at 30.00

26 - - Calves .. 58.50

Hay in the Barn 120.00

- - Barnack 24.00

3 Stacks of Hay 21.00

\$312.00 Given under our hands and

Seals this 27th day of August A.D. 1842

Rowland Lee Seal

Jacob Bouser Seal

Filed Aug 30. 1842
J. H. Gill CR

Know all men by these presents that we Chas^d P Morse
John W. Cherry and A. Pinney — are held and
firmly bound unto Wm Steel in the personal sum of six
hundred & twenty four dollars (\$624) Legal Money to the
payment of which well and truly to be made we bind
ourselves our heirs Executors and Administrators firmly by these
presents signed, sealed, & delivered by us this 27th day of
August A.D. 1842. The condition of this Bond is this
Whereas the said Morse sued out of the clerks office of
the Court of Common Pleas of Minor County on the 27th
day of August, 1842, ^{his writ of Replevin} for 26 calves 30 head of hogs 20 head
of sheep 3 cows. Hay in the Barn & Barnack & 3 stacks of
Hay which he alleges the said Steel wrongfully detained
from him, ^{sayd which is returnable to next term,} now if the said Morse does well and truly
appear at the next term of said Court, and prosecute
his said suit to effect, and pay all costs and damages
that may be awarded against him then this obligation
to be void otherwise in full force

"And which is returnable to next term" interlined before signing

Charles P Morse Seal
J. W. Cherry Seal
Asaiah Pinney Seal

Charles P. Morse
vs.
Wm. W. Steele } Narr.

Filed October 12, 1842.
John Cassel,
Clerk pro tem.

Cast bill made

(Recorded.)

State of Ohio, } Court of Common Pleas:
Union County, Id. } August Term A. D. 1842.

Charles P. Morse complains of William W. Steele in a plea of Replevin, for that the said William W. Steele on the 26th day of August 1842, at the County of Union aforesaid was possessed of certain goods and Chattels of the said Charles P. Morse, to wit: Twenty Six Calves, Thirty Hogs, Twenty Sheeps, The hay in the barn and barracks, Three stacks of hay, and Three Cows, all on the farm known as Silas G. Strong's farm near Marysville Union County Ohio, now in the occupancy of the plaintiff, to be delivered to the said Charles P. Morse when he the said William W. Steele should be thereto afterwards requested: Yet the said William W. Steele, though requested so to do, has not delivered the said goods and Chattels, nor any part thereof to the said Charles P. Morse; and so the said William W. Steele wrongfully detains the same from the said Charles P. Morse. To his damage Four Hundred Dollars, And thereupon he sues, &c.

By Otway Curry, his atty.

3 46
3, 50
1, 90

Letter in favor of Sheriff from Clark & attorney
 & money paid John Beattie N York \$11.00
 returned my fees \$-65.
 returned by order of P. S. Corp. of J. W. Frank Co.

Union Com Pleas
 Ex. Dec. 1844

W. W. Steele
 vs
 Charles P. Morse

costs \$9.15
 this writ .41
 \$9.56
 April 1st 1844. Jury made
 on one Brown Mare
 scine 35
 mileage 5
 aditin 25
 or fee 1.00
 \$1.65

Filed Aug 13. 1844
 John Capil Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE ^{Coroner} ~~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 18th day of April — A. D. 1843 *W. H. Steele*

recovered against *Charles D. Morse*

as well the sum of _____ dollars

~~and~~ _____ cents, for _____ damages, as the sum of \$ 9.13

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

Charles D. Morse

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 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 *William H. Steele*

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House

aforesaid, this *ninth* day of *February*

A. D. 1844

Attest:

John Cassil

CLERK.

65

Feb 12th 1844

Recd of Silas J. Strong three dollars & eighteen
cents in full of clerks fee and forty eight cents
Sheriff fee in the case of C. P. Morse vs
W. W. Steel.

John Cassil Clerk

318

48

150

516

980

516

464

Filed Feb 9th 1844

John Baptist Clark

Charles P. Morse }
William W. Steele } ^{vs} In Replevin

— Issue an execution for Costs
in this case against the plaintiff,

To John Cassil Clerk O. B. Cole Atty for Def^t.
Feb. 9th 1844

Civil/Domestic Case File

Case No. 1842-CV-0047

No. 42-CV-47

Union Common Pleas Court.

James E. Herriote
Plaintiff,

AGAINST

Daniel Williams
Defendant.

AUG

1842

Judg res Defunct

Journal 3

Page 43

Record No. 4

Page 55

Ex. Doc.

Page

James E. Horriett

vs } Transcript

Daniel Williams

Filed Aug. 30. 1862

Jas. H. Guillet

State of Ohio	Union County	\$
James C. Harriott	Suit Brought on account	
vs	for bill of goods	
Daniel Williams	Amount \$11.53	
Judgment \$11.53	Aug 24 th 1842 Summons	
Justices cost	issued to John Hurly const	
Summons 12%	Returnable on the 29 th day	
Satisfactor 10	of Aug 1842 at 10 th o'clock	
Judge 12%	A \$ which was returned	
Execution 25	in due time endorsed served	
This transcript 3 1/4	by reading fee	0.15

Aug 29th 1842 this day came the Deff and conferred Judgment on the above it is there fore considered by me that the Plaintiff Recover of Defendant a Judgment for the Sum of Eleven dollars & fifty three cents and costs of Suit Execution issued to John Hurly const which was returned by said const endorsed no property found where on to levy but it is suggested that he has land and tenements
fee milage 5 cents.

Aug 29th 1842 John Hurly const
I certify the above to be a correct copy
from my docket Aug 30th 1842
James Jones JP

Union Com. Pleas

James E. Hamlett

o J. S. S. S.

Samuel Williams

Served by Certified
Copy Aug 30. 1842

W. W. Steele Sheriff

Sew 35

Mile .05

Copy 25

6.5

Filed Aug 30. 1842

Jas. H. Gill Clerk

custodian

AUG

1842

(Recorded.)

The State of Ohio Union County
To the Sheriff of said County Greeting
Whereas James E. Harrist on the 29th day of
August 1842 received a judgment before James James
Esq. a Justice of the peace in and for the said County of
Union for the sum of \$11.53 Damages and costs
of suit against Daniel Williams upon which Judgment
an execution was issued by the said James James and
returned no goods found whereon to try, and it having been
suggested to the said James James that the said Daniel
Williams is possessor of lands and tenements as appears
by a transcript of the said Judgment & proceedings
filed in our Court of Common Pleas in and for said
County of Union. You are therefore commanded that
to make known to the said Daniel Williams to ap-
pear before our said Court forthwith to show cause if any
there be why execution should ^{not} issue against his lands and
tenements to satisfy said Judgment & ~~costs~~ ^{and}
have you then this writ

Witness James H. Gill Clerk this

30th day of Aug. 1842

James H. Gill Clerk

Civil/Domestic Case File

Case No. 1842-CV-0048

Civil/Domestic Case

1842-CV-0048

located with

Supreme Court Case

1843-SC-0002

Civil/Domestic Case File
Case No. 1842-CV-0049

No. 42-CV-49

Union Common Pleas Court.

Thomas Foreman

Plaintiff,

AGAINST

Geo Walters

Defendant.

OCT

1844

Settled &c

No Record

Journal

3

Page

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Record No.

Page

Ex. Doc.

1

Page

362

Union Corn Pleas

Thomas Foreman

vs Summers

George Walltes

Sewed by Certified
Copy Aug 30th 1842

Wm W Steele Shuff

Sew	35
mile	60
copy	10
	<hr/>
	1 05

Filed August 30th 1842

James H. Gillet Clerk

but - but - to receive damages for defendants
 damages of the defendant's debts such as are
 among the current of the plaintiff's land
 and the defendant's damages for the same
 as the defendant's debts
 J. M. Carpenter City
 for the

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon *George Watters*

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

in a plea of *the case* 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

30th day of *August* A.D. 184 *2*

James H. Gill CLERK.

Union Common Pleas
August Term 1842

Thomas Common
vs } in case
George Wattis

Mau

Filed Oct 21st 1842

John Capis
U. S. J.

1844

Cost bill made

Crawford

State of Ohio
Union County

Union Common Pleas

August Term 1842

Thomas Fournan complains of George Walters in a plea of the case for that whereas the said Thomas Fournan before and at the time of the committing of the grievances by the said George Walters hereinafter Briefly Mentioned was and from thence hitherto hath been and still is lawfully possessed of and holds the title to a certain tract piece or parcels of land situate in said County of Union and State of Ohio with the appurtenances and particularly described as follows to wit: all that tract or parcel of land lying and being in the County of Union and State of Ohio and being part of entry N^o 3692 in the Virginia Military Survey and patented to Robert Campbell for 1000 acres and bounded as follows to wit beginning at a stake near a large Beach South Westly corner to Ephraim Carey's land and in the south line of the original survey thence in said line N 43° W 107 poles to a stake, thence N 72° E 315 poles to a stake in the (Bokers) Creek and in the line of John Woods land then down the Creek with the Meanders thereof and with the line of said Woods land to a stake near a cluster of Sycams and two sugar trees standing on the south side of the Creek N. Westly corner to said Carey land then with said Carey's line S. 7 W 300 poles to the beginning containing 200 Acres which land was conveyed to said Thomas Fournan by Lawrence Ashton by deed bearing date the 24th day of August AD 1831 and recorded in the Records office in said County in Book N^o 3 Pages 139 & 20 &c and by reason thereof before and at the time of the committing the grievances herein

after Mentioned of right ought to have had and
enjoyed and still ^{of right} ought to have and enjoy the bene-
fit and advantage of said tract or parcel of land
with the appurtenances as well as one half of the
water course and channel of the said Bokes creek
in Union County aforesaid which during all that time
of right ought to have run and flowed and still
of right ought to run and flow, and until the di-
vision thereof ^{by the said Dist} hereafter mentioned of right did run
and flow in the proper channel the center of which
said channel was then and still is the division
line between the aforesaid land of the plaintiff and
the land of the said Dist - yet the said Defendant
well knowing the premises, but continuing and wrongfully
and unjustly intending to injure and prejudice the said
plaintiff in this respect and to deprive him of the use
and benefit of his said land so as aforesaid and
to prevent the said stream from flowing in its proper
channel but to divert the said stream from flowing
in its proper channel and to turn ^{it} around a certain
Island then and there being and to wash and carry
away and destroy the logs and ^{and timber} sail of the said
Plaintiff then & there being and lying on the bank of
the aforesaid stream then and there in the possession
of ^{of} about the 15th day of March 1840 and on ^{an} ^{open} ^{the}
of the said Plaintiff so as aforesaid did cut fell and
days between ^{the} ^{15th} day of ^{the} ^{completion} of this suit
thrust into the channel of said stream and did
then and there cause to be cut felled and thrown
into the channel of the said stream a large quan-
-tity of logs timber & brush then and thereby damming
up and stopping the current of said stream from
flowing in its usual proper and former channel
where it used and of right ought to flow and

until the diversion thereof by the said Dept did
flow and then and there (at Union County aforesaid)
did turn and direct the said channel upon the
land and premises of the said plaintiff then and
thereby washing flooding and carrying away
a great quantity of the said plaintiff land and
soil so as aforesaid and washing up and carry-
ing away a great number of trees then & then grow-
ing upon the said plaintiff land so as aforesaid
of great value to wit five acres of land of the
value of \$100.00 fifty Walnut trees of the value
of \$100.00 fifty oak trees of the value of \$100.00
fifty Elm trees of the value of \$100.00 then and
using the said land and trees of the said
plaintiff then and there in consideration of the pun-
ish and in ~~consequence~~ ^{consequence} of the damming up and stop-
ping the channel of said creek so as aforesaid by
the Dept the stream of said ^{creek} was so directed from
and turned upon the land of the said plaintiff
and then and there forced to cut wash and
Make for ^{itself} and in order that its water and
current might flow a new channel around
said Island and through the land and soil
of the said plaintiff against the peace and
to the damage of the said plaintiff and other
wrongs & doings to the said plaintiff in and about
his said premises in all amounting to great amount
of damage to wit five hundred dollars and other
repar the sees

By J. W. Crawford
his Atty
D

Sept 13th - 1842

George Walters
ads } Plea
Thomas Foreman

Filed Dec 19th 1844
John Capie
Clerk

George Walters
vs
Thomas Foreman

August term 1842
In case

And the said George Walters comes
and defends for and says that he is not guilty of
the ~~charges~~ said supposed grievances laid to
his charge in manner and form as the said
plaintiff hath complained against him
and of this he puts himself upon the country and
the said plaintiff doth the like

By
Wm Blarounee his atty

Foreman

vs.
Walters.

Filed April 19, 1843.

John Cassil,
Clerk.

Union Common Pleas

April Term 1843

Thomas Foreman

vs

George Watters

} In Case

Personally appeared in
open Court the p^{ty} Thos Foreman
and made oath al^d Due form of law and
says that Rachel Richards is a Material wit-
-ness in this case without whose testimony he
cannot safely go to trial that said Rachel
was regularly subpoenaed and left this County
some time last week for some part of
Delaware County and that defendant
was not informed of her absence until
last Sabbath and has not had time
to procure her Deposition since that
but expects to procure her testimony
by the next term of this court this
application is not made for delay
but that Justice may be done in
the premises & I Thomas Foreman

Sworn & subscribed
in open court, Apl.

19, 1843,

J. Cassil, clk.

Union Com Pleas
To April Term 1843

Thomas Foreman
vs { In case
Gross Walters -

Same
vs { In case
Same

Receipt

Filed Feb. 22, 1843.
J. Cassel, Clk.

Concord

Union Court of Common Pleas
August Term AD 1842

Thomas Foreman

vs } In Case

George Wattes, the clerk will issue subpoenas in the
above case for Henry G. Gandy, Abijah Gandy, Constant
Bacon, Robert Maskill, John Maskill, Levi Phelps, Mary
Langstaff, Rachael Richards, Jacob Gandy, Euinda
Gandy, David Murphy & Joseph Brauman plaintiffs
in the above case

J. D. Trauborn

Atty for Pffs

Thomas Foreman

vs

George Wattes

} In respass
issue as above &c

J. D. Trauborn

Atty for Pffs

Receipt for Deft.
Witnesses

Filed June 24. 1844
John Casie Clerk

Issued June 24
1844

John Casie Clerk

Union Common Pleas

July Term 1844

Thomas Foreman

vs

George Wattis

In case

the club will issue
a subpoena for John

Maskel. Piff witness in this case

J. D. W. Graeford

Atty for Piff

Union Com Plas

Walters
vs
Goreman

Receipt for
witnesses

filed April 1st-
A.D. 1843

John Capric
Clerk

George Walters
acts
Thomas Foreman

The Union Com
Pleas

Bradford Wood Levi

Phelps Samuel Walters Joseph Brannon
Sr. James L. Wells Wm Foster. witnesses on
the part of Deft

Wm C. Lawrence
acts for Deft

Forman
vs
Walters

Receipt for
Lefts Walters

Filed June 24, 1844
John Cassil Clerk

Filed June 24, 1844
John Cassil Clerk

Union Common Pleas

July Term 1844

Thomas Foreman

vs

George Walters

} In case
the Clerk will issue
a subpoena for William

Hartford Henry Goodrich Henry H. Gandy
Abijah Gandy Sironi Gandy Constant
Bacon Robert Maskell John Maskell May
Samstaff Rachel Richards Jacob Gandy
Joseph Branon Plffs witnesses in this
case returnable next term

J. B. Worcester
Atty for Plff

Union Corn Pleas

Thomas Lorman

vs

George Walker

Depts Witnesses

Lew	1.50
Mile	5
	<u>1.55</u>

Filed June 24. 1844
John Cassil Clerk

Received by reading to all the writt men
Hitherto except J. Provan for who
was not found, June 24. 1844

W. W. Steele, Secy



The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Bradford Wood, Levi Phelps,
Samuel Walters, Joseph Brannan, James J.
Wells, Mrs Foster Ephraim Carey, Oliver Simpson
John B. Wells, Abraham Warner, John Wood, James
W. Boyer to appear before our court of common pleas of said county, at the court house, in the

town of Marysville, on the first day of next term, 10 o'clock A, M, to testify and the truth

to speak on behalf of George Walters

in a certain

matter in controversy in our said court depending: wherein

Thomas Foreman

is
George Walters is

plaintiff, and

defendant.

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

writ, Witness John Cassil, clerk of said court at the court

house aforesaid, this 24th day of June A, D, 1844

John Cassil

Clerk

Union Corn Pleas

Thomas Foxman

vs

George Walters

Wm Pittman

Serv. — 1.50
Writ 5
\$ 1.55

Filed June 24th 1844
John Cassil
Clerk

Served by reading to all of the within named
+ Capt Richard Richards - who is not found
June 24. 1844. W. M. Steele Sheriff
C. Bacon demanded his fee not paid
for want of funds - W. M. Steele Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon: *William Hartford, Henry Goodrich, Adair Winters, Henry W Gandy, Simon Gandy, Constant Bacon, Robert Maskill, Mary Langstaff, Joseph Branon senr, Rachel Richards, Jacob Gandy - Abijah Gandy*

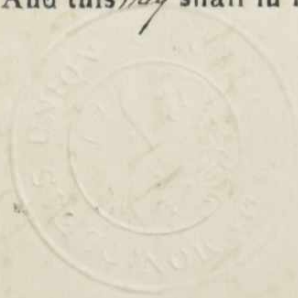
to appear before our court of common pleas of said county, at the court house, in the town of Marysville, on the first day of next term, 10 o'clock A, M, to testify and the truth to speak on behalf of *Thomas Forman* in a certain matter in controversy in our said court depending: wherein *said Forman*

is plaintiff, and
George Walters is defendant.

And this ~~they~~ shall in no wise omit under the penalty of the law; and have then there this writ, Witness John Cassil, clerk of said court at the court

house aforesaid, this *24th* day of *June* A, D, 1844

John Cassil Clerk



Union Court Clear

J. Foreman

Geo. Walters

Seized by Certified
Copy - June 24. 1844

W. W. Steele Sheriff

Lew	12 ²
Mile	05
Copy	<u>10</u>
	27 ¹ / ₂

Filed June 24. 1844

John Cassie CR



The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

John Masfille

to be and appear before our Court of Common Pleas of said County, at the Court house
in the town of Marysville, on the first day of next Term, 10 o'clock, A. M. to testify and
the truth to speak on behalf of *Thomas Forman* in a certain
matter in controversy in our said Court depending: wherein *Thomas*

Forman is _____ plaintiff, and
George Walters is defendant.

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

this writ. Witness John Cassil, Clerk of said court at the
court house aforesaid, this *24th* day of *June* A. D. 184 *5*,

John Cassil

Clerk.



Thos. Gorman
vs
George Watters

Settlement

Filed July 22 1844
John Capron
clerk

Union Common Pleas

July Term AD 1844

Thomas Foreman

vs

George Wattus

In Case

This case is this day
Mutually settled and Defendant agrees
to pay all costs and Plaintiffs Attys
fees and suit to be discontinued -
July 3^d 1844

Attest

L. D. W. Crawford

George Wattus *Seal*
Thomas Foreman *Seal*
Mark
Wattus

Attys fees settled By cash & note

L. D. W. Crawford
D. W. Attys

No. 42-CV-49

Union Common Pleas Court

Thomas Foreman

Plaintiff,

against

George Walters

Defendant.

OCT TERM, 1844

Settled per Agreement

Journal..... 3

Page 237

Record No. **No Record.**

Page.....

Ex. Doc. /

Page 862

Union Supreme Court

Wm S Foreman

v

George Watters

Filed June 28, 1844

John Cassid Clerk

The State of Ohio Union County ss
In the Court of Common Pleas within and
said County Greeting.

We command you that you cause Thomas
Youman to have Execution of a certain judgment rendered
in his favour against George Walter by our Supreme Court
within and for the said County of Union on the 24th day of
June A.D. 1844 for the sum of one cent damages and
\$63.54. costs and a \$39.09 1/2 costs in Com Pleas

Witness John Cassil Clerk of our
said Court at the Court House in Mary-
sville this 28th day of June AD 1844.

John Cassil Clerk

Civil/Domestic Case File

Case No. 1842-CV-0050

No. 42-CV-50

Union Common Pleas Court

Conrad Wolly

Plaintiff,

against

Martin Brown

Defendant.

OCT TERM, 1843

Discontinued

Journal 3

Page 168-260

Record No. 4

Page 245

Ex. Doc. 1

Page 338

C Wolley
V

Martin Brown

Transcript
filed Aug. 30. 1842
Jas. H. Gilchrist

Cart bill made

Recorded Vol 4 pp 245

Crawford Atty for
L of C & Appellee

Courad Wolley vs Martin Brown a case Justice fees \$1 1/3 Court fees to R. Gambol 57 to Mr Brown do 10 Witness fees \$4, 00 appeal Bond 25 This Transcript 3 1/2	Suit brought against the defendant as a delinquent Court, of Millerick Township Union County for failing to make return to; and making a false return to an execution bearing date August - 23 rd 1841 Bill of Particulars filed July 1 st 1842 I issued a Writ of Habeas Corpus against the defend- ant directed to Robert Gambol a Court, of Millerick Town-
--	--

ship subpoenas issued for John & Elizabeth
 Wilson & David Dixon at the request of defend-
 ant Subpoenas issued for Mrs Mary Jacob &
 Gettner John Hutchins and Daniel Small
 Writ of Habeas Corpus return in due time served by copy
 left at the usual place of abode of the defendant
 fees 35 cents per for serving subpoenas 22 cents and
 to Mr Brown 10 cents July 9th 1842 the parties
 attended and entered into the trial of the afore-
 said cause and after hearing the proofs and allegations
 of the parties it is adjudged that there be no cause of
 action and that the plaintiff pay the costs of suit
 in the action of Courad Wolley against Martin
 Brown & Michael Beard to acknowledge the
 said bail for the appellant in the sum of Fifty
 Dollars to be levied of My Goods and chattels lands
 and tenements in case the appellant shall be
 condemned and shall fail to pay the condemnation

tion money and costs and costs that may accrue in
the Court of Common Pleas of Union County
Taken signed and {Signed} Michael Beard
acknowledged before me on the 10th day of July
1842. S. Myers J. P.

State of Ohio } I Christian Myers a Justice
Union County } of the peace of the Town-
Ship and County aforesaid do hereby certify
that the foregoing is a correct transcript
in substance of the proceedings had before
me in the above case
Given under my hand and seal this 27th
day of August A.D. 1842
Christian Myers Justice

21
21

Union Common Pleas.

Conrad Wolley

vs.

Martin Brown.

Sub. for Witnesses.

Served by reading to Mr Hays
Oct 25. James Thompson Oct
27. by Copy on J. Hutchinson
+ J. Felner Oct 27. by
Copy on L. Duvall Oct 29. 1842

Serv 7 1/2
Miles 7 5
Copies 4 0
1 9 1/2

Filed Nov 5th 1842

John Cassie Clerk

P 2

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *William Hays, John Hutchison, Jacob L. Felkner, David Dixon and James Thompson, and Daniel Duwall,* 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

Martin Brown, —

in a certain matter in controversy in our said Court depending: wherein *Conrad Holley* is ————— plaintiff, and *Martin Brown* 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. Gitt~~ Clerk, of said Court at the Court house
aforesaid, this *25th* day of *October* — A. D.
1842.

John Cassil, CLERK, *pro tem.*

Filed Oct 18 1843

John Caspary
Blair

State of Ohio Amended

Cornrod Welley
vs
Martin Brown

In Union Co Court of
Common Pleas.

This Cause is settled
at the Cost of the Plaintiff and it
is agreed that the Judge's fees Enter

Oct. 14th 1843. court Record

G. Woley

vs
Martin Brown

Filed Nov. 10, 1842.

John Cassel, Clerk
p.t.

Conrad Wölley } before Squire
vs } Myrs Damages 90.00.
Martin Brown }
Constable } Bill of Particulars

Issue a *Seire facias* to render the constable
Martin Brown liable for the damages
sustained by plaintiff as bail for stay of
Execution for John Beck on a Judgment
against said Beck in favor of Samuel Dixon
assignee of M. Beard & S. Turner for ~~not~~
~~returning~~ failing to make return to, and
making a false return on an execution
issued August 23rd 1841 by said Myrs J.P.
and delivered to said Brown on the Judgment
of aforesaid for \$80.61. debt entered on
the 27th of November 1840

C Wölley

Walter Brown

W. C.
Brown

In Court Common pleas
Conrad Walley
vs
Martin Braun

Witnesses & Officers
James Duval John Hutchinson
Jacob & Leckner Mrs Fay
James Thompson David Dixon

Union Com Pleas

Conrad Wiley
vs
Martin Brown

Filed Dec 19th 1842
John Capillett

State of Ohio
Union County

Conrad Wolley }
vs } August-ten 1841 of
Martin Brown Const }
The Union Cou Pleas

This case comes in to court on an appeal from the docket of a Justice of the peace in and for this county and in the court below the defendant was summoned by scire Facias to show cause if any he had why judgment should not be rendered and execution awarded against his property for damages sustained by the plaintiff Conrad Wolley by means of the said Martin Brown constable neglecting to return and making a false return to an execution in the due service of which the said Plaintiff was interested and thereupon the said Conrad Wolley complains of the said Martin Brown for that whereas ~~the said Martin~~ hitherto on or about the 23rd day of August 1841, ^{at the County aforesaid} an execution was duly issued by Christian Meyers then an acting Justice of the peace of the Township of Mill Creek in the County of Union aforesaid duly qualified as such Justice on a Judgment entered before said Justice on his docket in favor of Samuel Dixon assignee of M. Beard & S. Turner on the 27th of November 1840 against John Dick for the sum of eight dollars & sixty one cents costs and which said execution then and there came in to the hands of said ~~constable~~ Martin Brown then an acting constable of the Township and County aforesaid and which said execution the said Defendant ^{by virtue of his said office} ~~was~~ ^{was bound} by Statute in such case made and provided to serve ~~and return~~ upon the personal property of the said Defendant Dick

on which said Judgment of the said Concord Worthy,
by his recognizance duly entered into was bound as
bail for the stay of execution in case the amount of
the said Judgment aforesaid of \$80 ⁰⁰/₁₀₀ was ^{not} made and
paid by the said John Beck and the said Martin
Brown disregarding his said official duty
and fraudulently contriving and wickedly intending
to injure and oppress the said Concord Worthy,
wholly neglected to execute and return said writ
as by Law ^{he} was ~~required~~ required to do within thirty
days from the day on which the same was issued
and on which said execution the said Constable Deft
made a false return stating in substance that
he had levied the same upon certain corn fields hay
&c and falsely suppressing the fact that he had levied
the said writ upon one Black Station of great
value to wit of the value of \$100.00 and one
cow of the value of 20\$ and which said Station
and cow he the said defendant had discharge and
not applyd by sale to the payment of the said Judgmen
ent where by the said Concord Worthy became and is
liable to pay the amount of the said Judgment aforesaid
as such bail for stay of execution including costs
interest and costs that may accrue and is there
by greatly injured and deprived of the means of
obtaining the amount of the said Judgment from
the property of the said John Beck + so ~~even~~ required
to be made by said execution the said Judgment
remaining wholly unpaid and open against the
said Concord Worthy And also for that whereas
heretofore to wit on the 23rd day of August 1841 a
certain other execution was issued by Chester Myers

a Justice of the Peace of Mill Creek Township in
the County of Union aforesaid and delivered to the
said Martin Brown Constable whereby and in
which the said Martin Brown Constable was
commanded of the goods & chattels of the said John
Beck to make the amount of a certain Judgment
debts entered up~~on~~ and remaining unsatisfied
upon the docket of the said Justice of the Peace
in favor of James ^{Six} ~~by~~ ⁱⁿ ~~the~~ ^{presence} of M^r Baird & S^r ^{James}
aforesaid for the sum of 80. \$ ⁶¹/₁₀₀ debt & costs and of
said writ to make legal service and due return
according to Law and upon which said last mentioned
Judgment the said Conrad was security for the
stay of execution and as such interested in the
full and due service of the said writ of execution
and upon said writ the said Martin Brown Const
as aforesaid was bound to return his doings in the
said ^{regarding his duty as constable to} ~~proceeds~~ ^{injure the plaintiff} and upon which he ^{falsely} omitted to
state that he had levied the said writ upon one
Black Stallion of the value of one hundred dollars
and one cow of the value of 20. \$ both of the goods
and chattels of the said John Beck and as such
liable to be taken on said writ for the satisfaction
of the said Judgment whereby the said Conrad is
greatly injured and has become liable to pay the
amount of the said Judgment the same remaining
open and ^{wholly} unpaid and the said Beck in possession
of no other property whereof to make the same
to the damage of the plaintiff one hundred dollars
and thereupon he sues and prays his execution
against the said Defendant

By W^m C. Lawrence his atty

Rec^d this writ Oct 27. 1843. Denied by instruction of Plaintiff, in conjunction with another Execution - favor of David Dixon - Leases were upon 18 acres of land January 29. 98, Feb. 1st 1844. There being no personal property found. Also the lease for \$112.00 to Martin Brown, which leases to be applied upon this judgment \$100.00. Subject to order of court. March 12. 1844
N. M. Steele Sheriff

Union Com^{pl} Pleas No. 94

Conrad Wolley

vs

Martin Brown

Judgt. Costs. \$36.31 1/2

Writ .41

a

Law	35
Mile	35
	<hr/>
	.70

Filed March 16th. 1844
John Baptist Gleitz

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 18th day of October A. D., 1843 Martin Brown

recovered against Conrad Molley

~~or well the sum of~~

~~dollars~~

and

cents, for

damages, as the sum of \$ 36.31 1/2

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 Conrad Molley

you cause to be made the damages and costs aforesaid with interest thereon from the 18th day of October 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 Martin Brown

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 24th day of October

A. D., 1843.

Attest:

John Cassil

CLERK.

I offered the land for sale on the 25th day of June 1844
between the legal heirs, at the Court House door in
Champaign, Ohio, having previously advertised the same
according to Law and the same being no offer was
made to Martin Brown for the sum of 112.14. he being
the highest & best bidder therefor & that being the price of this
approved value therefor
June 25. 1844.

M. N. Steele
Sheriff W. Va.

Union Corn Pleas ~ 94

Martin Brown

ads

Conrad Wolley

Judgt Costs \$ 36.34 1/2
Increase 1.11
This writ 41

Rec^d May 20. 1844

Sew — 35
Mile — .05
\$ 40

Printers fee Ch^d on the other
Writ

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 & Tenements of Conrad Wolley to wit. 18 acres of Land Survey 2998. Levied on in Conjunction with an ^{other} Execution in favor of Samuel Dixon vs Conrad Wolley*

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 *Martin Brown*

the sum of _____
dollars and _____ cents, for
~~damages, together with~~ \$ $36 \frac{316}{100}$ for *his* costs, with interest thereon from the 18th day
of *October* A. D. 1843 until paid, which late in our said Court the said *Martin Brown*
recovered against the said *Conrad Wolley*

as of record is manifest. Also, \$ $1.11 \frac{1}{100}$ 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 afore-~~
~~said, then you are hereby recommended that you levy the same upon the goods and chattels, lands and tene-~~
~~ments, 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 un-
to said *Martin Brown*

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

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this 20th day of *May* A. D. 1844.

John Cassil — CLERK.

Union born Pleas ^{no 2.}
94

Martin Brown
ads

Conrad Wolley

Judgt for costs \$ 36.31/2
Incaran 2.33
Writ .41

Ca. Oct 3^o 1844 - \$4.46

Service — \$0.35

Milage — 50
\$0.85

Filed May 5th 1845
John Caspit, Clerk

Received this writ Nov 2nd 1844 — May 5th 1845
No Sheriffy found return to long
Thos M Robinson Sheriff to County

THE REGISTER OF THE COUNTY OF OHIO

THE REGISTER OF THE COUNTY OF OHIO

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 18th day of *October* A. D. 1843 *Martin Brown*

recovered against *Conrad Wolley*

~~all the sum of~~

~~and~~ ~~cents, for~~ ~~damages,~~ as the sum of \$ 36. 31/2
for *his* cost and charges in that behalf expended, as of record is manifest. You are therefore comanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said *Conrad Wolley*

you cause to be made the damages and costs aforesaid with interest thereon from the 18th day of *October* A. D. 1843 until paid. Also the sum of \$ 2. 33 — 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 *Martin Brown*

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 *November* A. D. 1844

Attest *John Cassil* CLERK.

Union Common Pleas

C. Wally

vs

M. Brown

Sub. for Brown with

Law —	75
Mile —	75
Copies —	30
	<hr/>
	1.80

Filed April 15th 1843
John Capel Clerk

Entered by recording to James Thompson Jr.
a Deed of S. Fellner Mr Thayer John Hulseman
by reading to David Liden on April 14. 1843
by copy
M. N. Steele Sheriff
April 12. 2

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Wm Hays, James Thompson, David Dixon, Jacob S. Felkner, John Hutchinson, and Christian Myers* 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 *Martin Brown*

in a certain matter in controversy in our said Court depending: wherein *Conrad Wally* is plaintiff, and

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

John Capie
Witness ~~James H. Gill~~, Clerk of said Court at the Court house
aforesaid, this *eleventh* day of *April* A. D.
1843.

John Capie CLERK.

Served by Certified Copies in S. Hutchinson
11th May Jacob G. Solmer Daniel Sewall
James Hunter June 28. J. R. Rice
June 29. 1843. W. W. Steele Sheriff

Unia Com Pleas
G. Walley
- Sub
Martin T Drown
Defts Witnessed

Sew	724
Miles	55
Copy	60
	<hr/>
	1.87½

Filed June 29th 1843
J. Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *John Hutchinson, Wm Hays, Jacob S. Helkner, Daniel Duvall, James Thompson, and David Dison*

to appear before our court of common pleas of said county, at the court house, in the town of Marysville, on the first day of next term, 10 o'clock A, M, to testify and the truth to speak on behalf of *Martin Brown* in a certain

matter in controversy in our said court depending: wherein *Comad Walley* is plaintiff, and *Martin Brown* is defendant.

And this ~~the~~ shall in no wise omit under the penalty of the law; and have then there this writ, Witness John Cassil, clerk of said court at the court house aforesaid, this *28th* day of *June* A, D, 1843
Clerk,

Filed Oct 22^d 1844
John C. Casil, Clerk

Conrad Wally }
us }
Martin Brown }

The clerk will issue an
execution in this case

Oct 21st 1844. M. Brown

Conrad Wolley
vs
Martin Brown

Precipe

Filed May 9th 1844
John Cassil Clerk

Issued May 20th 1844
John Cassil Clerk

Conrad Wolley

vs

Martin Brown

In Judgt in the Court of Com Pleas
of Union County

The Clerk will issue a order that the
lands levied in this case may be exposed to sale

May 9. 1844

To John Cassil Clerk

Martin Brown

W
Lance Wally
No

Matt Brown

Peepe

Wed Oct 18th 1843
John Capil Clerk

Coanford

Union Common Pleas

October Term 1843

Conrad Wolley
vs

Appeal

Martin Brown

Discontinued & Judge

- must against Plff for
costs -

The Clerk with issue Execution
against the Plff in the above case forth
with -

La Brie & Sanford

October 15th - 1843

Atty for Def

Civil/Domestic Case File

Case No. 1842-CV-0051

APR

1843

No. 42-CV-51

Union Common Pleas Court.

William Asher

Plaintiff,

AGAINST

Silas Studvant

Defendant.

1843

APR

Discontinued

No Record.

Journal

3

Page

121

Record No.

Page

Ex. Doc.

Page

Mission Com Recs

William Fisher
vs
Silas Hubbard

Filed October 10, 1849.
John Cassil, Clerk

633 33
376
1009 33
2 - 1111111111 2/1008.33 1/2

633.33 1/3 504.16
375 3529 1/2

1008 33 1/3
6

6050.00

6050.00

3529

156.27

1008 33

1164.62 #

1 20

1165.82 8 Nov 1849

Debt 1008.33

Law 184.27 Sept

182.73

Cast till made

and altho the said sums of money in the said preliminary notes made due specific have been long since due and payable yet the plaintiff in fact said that the said defendant (altho of his request) did not nor intend pay the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff
and there where he
has the by some
Proclamations in a 15

State of Ohio Union County (H) Mon Com Pleas
August term 1842

William Asher complains of Silas Shulerant
in a plea of debt for that whereas the said defendant on the
first day of April 1842 at the County of Union aforesaid made
his certain promisory note obligatory under seal and now her
to the Court shown ^{and delivered the same to the Plaintiff} by which said note the said defendant
then and there promised to pay to the said plaintiff or order
on or before the 1st day of May 1842 the sum of six hundred
and thirty three dollars and thirty three cents with interest
from the date thereof which period has now elapsed by means
whereof the said defendant then and there became liable
to pay to the said plaintiff the said sum of money in the said writing
obligatory according to the tenor and effect thereof
and also for that whereas the said defendant on the day
and year aforesaid at the County aforesaid made his certain
other writing obligatory under seal and delivered the same
to the plaintiff by which said note the defendant pro-
mised to pay to the said William Asher or order the sum of
three hundred and seventy five dollars on or before the
first day of September next (meaning the next after the date
thereof) which period has now elapsed by means whereof
the said defendant became liable to pay to the said plain-
tiff the said last mentioned sum of money according
to the tenor and effect of the said writing obligatory

Union Com. Pleas.

William Asher

vs.
Silas Studerant.

Receipt

Filed August 30, 1842.

James H. Gill,

Clerk.

last bill mad

William Asher
vs
Silas Hunderant

Union County Court of
Common Pleas
Subt 1008 $\frac{33\frac{1}{2}}{100}$
Damages 500.00.

Issue a summons returnable forthwith
and endorse suit Brot on defendants Two
notes of hand under seal ~~for the sum~~ given to
plaintiff on the first day of ~~April~~ April A.D. 1840.
The one for three hundred and seventy five dollars
and due on the first day of September A.D. 1840
The 2nd for six hundred and thirty three dollars
and $33\frac{1}{2}$ cents and due on the first day of May
one thousand eight hundred and forty two. Both
on interest from date also for goods sold
and delivered to By Wm C. Lawrence
his atty

April 29th 1843 Received of John Cassil Clerk
of the Court of Common Pleas for Union County
Ohio two notes of hand bearing date April 1st 1840
one for three hundred and seventy five dollars
payable the 1st day of Sept 1840 with an endorsement
of \$1.29 Oct. 15th 1840, the other for \$633.33 $\frac{1}{3}$ pay-
able the 1st day of May 1842, both notes signed
by Silas Sturdevant in favour of Mr. Asher

Silas Sturdevant
per L. P. Sturdevant

Union Com pleas

Wm Asher

vs } Summons

Silas Sturdevant

Served by Certified
Copy Aug 31 1842

Wm H. Stickney

Serv	35
Writ	60
Copy	15
	<u>110</u>

Suit brot. on debt. 2 notes of hand under seal,
given to plaintiff on the 1st day of April, A. S. 1840 -
one for three hundred and twenty five dollars, and due
on the 1st day of September, A. S. 1840 - the 2d for
six hundred and thirty three dollars and 33¹/₂ cents,
and due on the 1st day of May, 1842 - both on
note not from date. Also, for goods sold and
delivered, &c.

By H. C. Lawrence,
his Atty.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon *Silas Studevant*

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 *William Asher*

in a plea of ~~\$500.00~~ ^{Debt \$1008. 33/3} 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
30th day of *August* A.D. 184 2.

Gas. H. Gill, CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0052

No. 42-CV-52

Union Common Pleas Court.

Williamo Bethard

Plaintiff,

AGAINST

Joseph M^cClung,

Defendant.

April 1843.

Judg vs Defend.

Journal 13-3

Page 118¹⁰²

Record No. 4

Page 171-129

Ex. Doc.

Page

State of Ohio, Union County, ss.

Deposition of James Bethard,
of the County of Union, taken on the first day of April, A. D. 1843, at
the Clerk's office in said county, pursuant to the agreement of parties,
by their Attorneys, to be used by me, as Special Master Commissioner,
in a cause pending in the Court of Common Pleas within and for
said county, wherein William Bethard is plaintiff, and Joseph
McClung et al. are defendants.

James Bethard of lawful age &c
Testified Question by plaintiff

Do you know the premises on which
the parties to this case reside. If so please state
how long and by what bounds the possession of
each or either has been limited?

Answer. I do know said premises, and have known them for 23 or
24 years last past; but as to Joseph McClung's premises, as his,
for 10 or 12 years past. William Bethard had actual possession, by
settlement, improvement & fencing, up to what is called the falloway
line for about 22 years. I believe his fence, ~~was~~ ^{was} ~~on~~ ^{what was} the said
falloway line, but has since been removed. Said fence was re-
-moved, 4 or 5 years ago, first by ^{the} supervision, under the order of the
County Commissioners, for the purpose of opening a road. It
was afterwards removed to within 25 ³⁰ feet of what is supposed
to be the falloway line.

[Here plaintiff produced a title bond, ~~for the land in dispute,~~ ^{and deed.}
One deed is from James falloway to James Conner, dated Sept. 15, 1813,
~~the~~ other from James Conner to Mr. Bethard, dated Oct. 9, 1820 - and
another from James Buck, Adm'r. of James Conner, to William
Bethard, dated Nov. 12, 1823.

Question by plff. Do the deeds just exhibited describe
the premises now occupied by William Bethard; and, if
so, did his possession, ^{and that of James Conner before him,} of which you spoke in the last
answer above correspond with the boundary in said
deeds specified, at the line of division between

William Bethard & Joseph McClung, now designated as the Galloway Line.

Ans. Said deeds do describe the premises of Mr. Bethard, before the fence was moved; calling for corners which I know to be such. The possession of which I spoke above, corresponds ~~My father's deeds call for~~ with the boundary specified in said deeds, at the line of division between William Bethard & Joseph McClung, now designated as the falloway line.

Questions by dependant.

Mr. Bethard, what is your age?

Ans. I cannot recollect, exactly, what my age is.

2. Do you think you are twenty two, twenty three, twenty four, twenty five, or twenty six, years old?

Ans. As high as I can recollect, I guess I am ^{35 or} 36 next fall - I won't be positive.

3. How long have you lived upon the premises of William Bethard spoken of above - and when did you first live there?

Ans. I have lived there, I think, some 23 or 24 years - and first lived there some 23 or 24 years ago - perhaps longer.

2. How long since Mr. Bethard ~~included~~ built the fence which stood upon the supposed Galloway line. or since any fence stood there built by Cornes or Bethard?

Ans. 22 years - probably more.

2. Did that fence extend the entire length of the proposed alteration in the road?

Ans. It ~~did~~ did, so far as ~~my father's land~~ ^{the line} Mr. Bethard's ^{land} extended between ^{Mr. Bethard's land and} Jos. McClung's & David Kent's ^{land} with the exception of one place, where the fence turned round the elbow of the run. and between the elbow 2. and the 3 sugar trees perhaps 25 Rods which was until some 18 years since in the woods

Q. Do you mean by this that the fence was built upon the line the inter length of both pieces. The piece bought of Connor & of Buck as adm of Connor

Ans. With the exception of that elbow, it was.

Q. Are you a son of Mr Bethard

Ans. Yes.

Q. How long since the road was opened upon the Means line through your fathers place by the Supervisor and how long did it remain open and how far from the supposed Galloway line was it opened?

Ans. Probably 4 or 5 years since the road was opened upon the supposed Means line - I cannot tell how long it remained open, accurately - ^{refined open} about a week, or 10 days, or more - ^{and was opened} about 30 or 40 feet from the supposed Galloway line. The supervisor moved the fence from the supposed Galloway line.

[The plaintiff, by his Attorney, here objected to the last above question and answer, as being irrelevant. The commissioner agreed as to their irrelevancy at this stage of the testimony, and, unless its relevancy or pertinency can be shown hereafter, cannot be noticed in his Report.]

Q. You speak of your fathers deeds Calling for Corners Corresponding with his possession and that of Connor before him. Will you state what Corners your fathers deeds Call for Where they stand & how you know them to be corners

Ans. The deeds of Mr. Bethard call for ^{3 sugar trees} at or near the falloway line north of his house - a hickory at the other corner, at or near falloway's line. I only know them to be corners ~~from~~ the deed from James Comer to Mr. Bethard. At said other corner there were, I think, two sugar trees; - and how many others, besides said hickory, I do not certainly know.

Question by plff when the road is said to have been opened did ~~you~~ it run through the orchard and dwelling house. If so was the yard fence and house and apple trees removed by the Supervisor?

Ans. It did run through the orchard and dwelling house - as to the fence, I ~~do not~~ recollect in front of the house west of Mrs. Bethard's house, it was pulled down. Neither the fence or apple trees were removed by the Supervisor.

Q. by Defts

What kind of a house stood there then & has there been another built since?

Ans. ~~It was a hewed log house, about 18 by 20. Another house~~

Ans. It was a double-house, one part of which was hewed log, the other part a round log cabin. The round log cabin was pulled down, and ~~another~~ ^{a hewed log house} built in the same place, or near there.

And further this deponent saith not.

James Bethard

Wm Beshard
vs
Joseph M Lutz

from the Com Pleas referred
to Special Master

James A. Curry John Mc
Campbell James Beshard

and a long blank for the Sheriff to fill up
on the ground. Witnesses for plff

Wm Lawrence
att for plff

James E Wilson Esqr
Special Master

Served by reading to
 Elijah Bethard, John M^c
 Campbell, James A. Curry
 & by copy on Robert Curry
 Stephenson Curry. March
 30. 1843. by reading to
 James Bethard March
 31. 1843. W. W. Steele Sheriff
 J. M. Campbell demanded
 his fee, not paid for want of
 funds.

Serv	7 5
Mile	7 60
Copies	2 0
	\$1. 55

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *James A. Curry, John M. Campbell, James Bethard, Robert Curry, Stephenson Curry, Elijah Bethard*

me, Special Master Commissioners, Clerk's office
to be and appear before ~~our Court of Common Pleas of said County,~~ at the Court house, in the
on Saturday, April 1, 1843, at 9 o'clock, A. M.
town of Marysville, ~~forthwith,~~ to testify and the truth to speak on behalf of *William Bethard*

in a certain

matter in controversy in our said Court depending: wherein *said Bethard* is _____
_____ plaintiff, and

Joseph M'Clung, Rout et al. are _____ defendants.

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

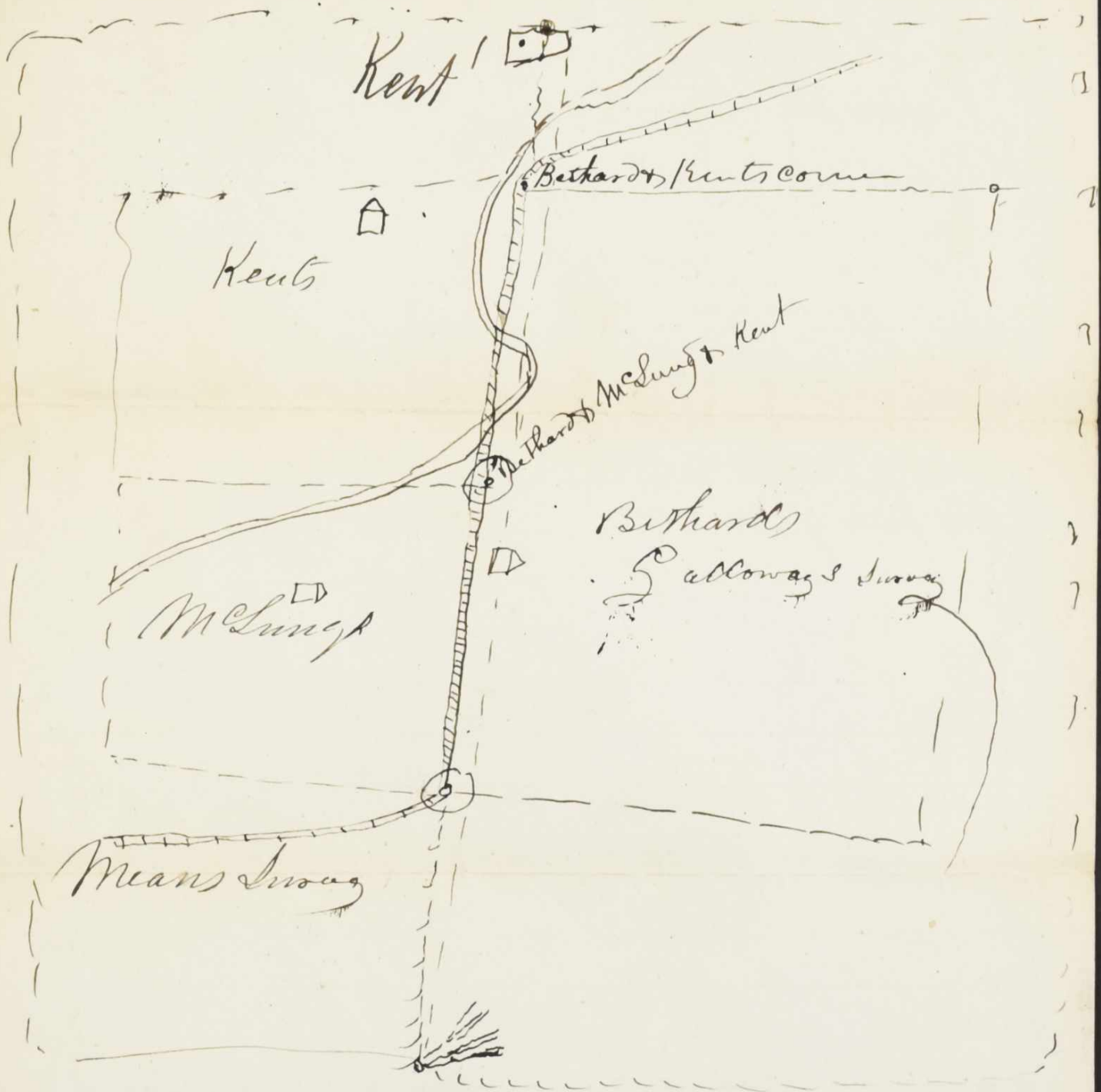
Witness ~~James H. Gill, Clerk of said court at the court house~~

~~aforsaid,~~ this

day of

~~A. D. 184~~ .

Given under my hand this *29th* day of *March, A. D. 1843.*
James E. Wilson, Special Mas. Commissioner



reclaim on the part of Bethard.

1st that we have been in possession by self and corner up to what we call Galloways line dividing McLung & Kent on the one side and ours on the other for 30 years uninterrupted, ^{except} ~~until~~ we moved back by the compromise made thro James Curry and John McCampbell about 5 years since

2nd that both McLung & Bethard agreed that they Bot the corners in the Galloway line (so called by us) which is not on a direct line from corner to corner of the Survey

April 4, 1843 - Ex 2, continued.

Thos. M'Clung ^{lines out of Co.} - Acq^t. with premises ^{11 or} 12 years ^{Bethan} - ^{parties} lived then same as now - B's land was not there
cleared 12 years ago - B. showed me his S. E. Corner - 30 or 35 rod the fence stood from corner
B told me there were 2 corners, & probably would
be dispute about them - 1 corner standing in
the direction toward B's land - ^{the} other, same towards
M'Clung's - from bend of the run to B's line north
there was a block of land not fenced in then.

X Ex. saw B's ~~impro~~ clearings yesterday - can't tell whether
clearing now goes so far down as the corner
- B. showed what he sd. were corners - I know not
whether they were - looked like landmarks &
might be 2 rod apart, not certain - don't
remember whether, on B's land, more than 1
tree marked, nor what kind of tree - I mean, as to
bend of run, above, north of B's house - I suppose, ^{or think,}
this block of land near corner + B's land
corner - I saw land after bot. of Back-lane between
Beth. & M'Clung's - this block did not, I think, extend
back to main woods.

M. Lung
vs.
Commissioners.

Manuscript of [unclear]

Petition.

To the Honorable Board of Commissioners of the County of Union:

The undersigned, free holders of said County, residing in the vicinity of the county road leading from the line of Madison and Union Counties, near Edmund Barlow's Saw mill; running thence through Leone township to the east line of Robert Means' Survey; thence to the S. W. corner of John M'Curry's land; thence to a corner to Daniel Kent's and Jesse Mitchell's land; thence to its termination at the Dublin Road, near Margaret Mitchell's farm (so called) respectfully represent to your honorable board, that, in our opinion, that portion of said road which is located on the premises of William Bethard, ought to be so altered as that the same shall be located and permanently fixed upon the line which was heretofore surveyed and established by James Falloway as a dividing line between land of the said Bethard, and lands of Joseph M'Curry and Daniel Kent. And your petitioners respectfully ask that viewers may be appointed to view the ground upon which said alteration is proposed to be made, according to the Statute in such case made and provided.

William Beard
Robert B. Curry
Andrew M. Gill
Jesse Gill
John M'Campbell
~~Andrew M'Campbell~~
~~Samuel Mass~~
Wm. M'Campbell
Robert M'Campbell
James Blue
Stephenson Curry
David Beard
Wm. M'Campbell, jr
John Taylor
Charles M. Robinson
Nelson Cone

Levi Jay
James K. Shiver
~~Britton Hamilton~~
Wm. M. Snodgrass

A true copy. O. C. Kennady, Auditor U. C.

1 50
41 00

9

Served by reading
April 4, 1843.

G. E. Nilson,
Commissioner.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

Isaac M'Clung

me, Sp. Master Communiac Clerk's Office,
to be and appear before our ~~Court of Common Pleas~~ of said County, at the ~~Court House~~, in the
Tuesday, April 11, 1843, at 9 o'clock, P. M.
town of Marysville, on ~~the first day of next Term~~, to testify and the truth to speak on behalf of

Joseph M'Clung,

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

Mr. Bethaw

's plaintiff, and

said M'Clung is

defendant.

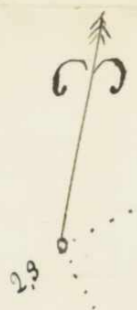
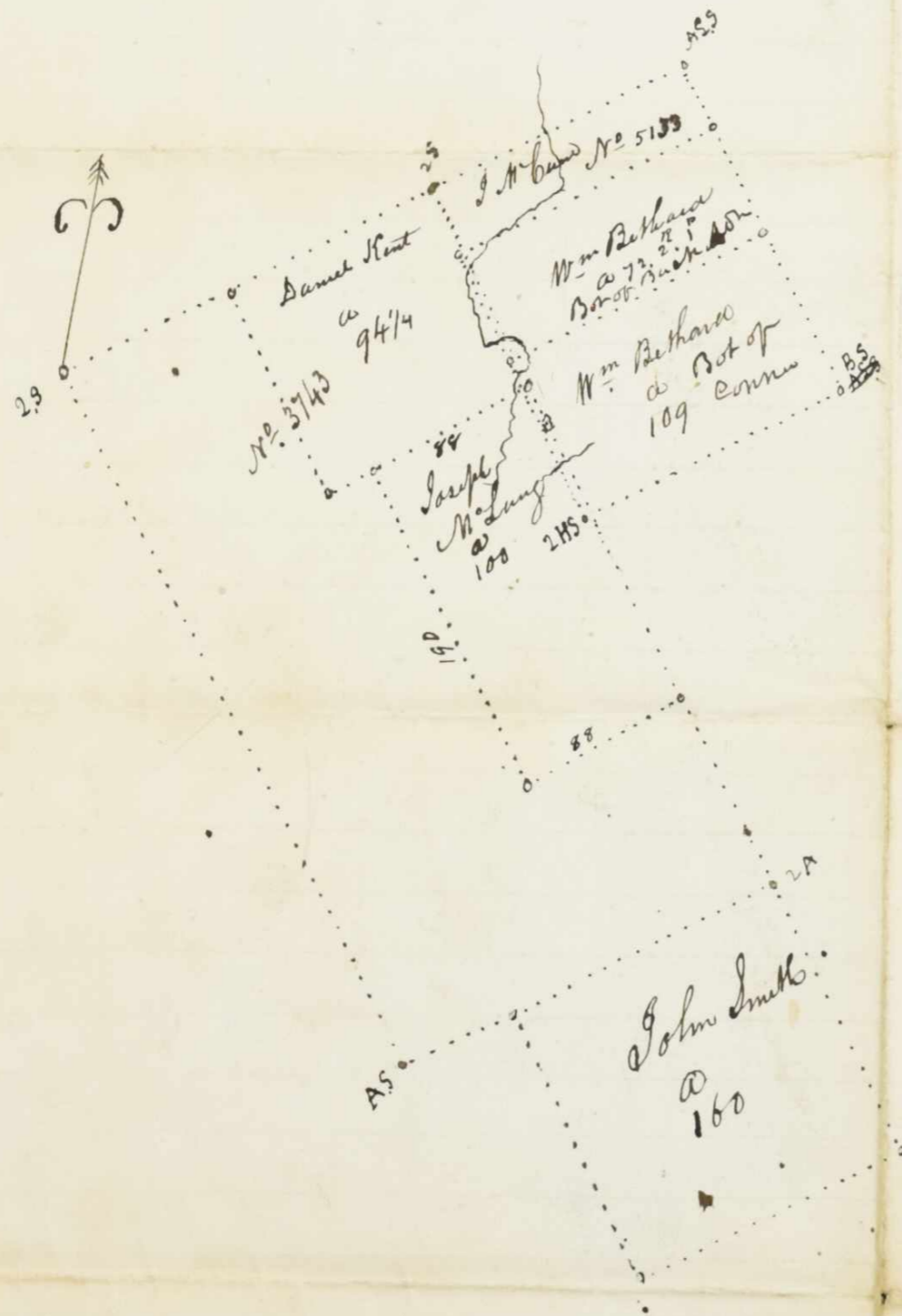
And this *he* shall in no wise omit under the penalty of the law; and have then there this writ.

Witness ~~James H. Gill~~, Clerk of said Court at the Court house

my hand,
aforesaid, this

1843

4th day of *April*, A. D.
J. E. Wilson,
Commissary



Daniel Kent
@
94 1/4
No 3743

J. M. ...
No 5133

Wm. Bethune
@
Bot of ...

Wm. Bethune
@ Bot of
109 Conn

Joseph ...
@
100 245

John Smith
@
160

AS

27

85

88

19

84

3

85

23

John M'Campbell. - Produced bond, which see. I was
^{legally} arbitrator. Called by parties, but date of bond - agreed should
begin at one corner & run to the other, as far as their lands
~~went~~ ^{run} ~~together~~. - Both parties said ^{that was} where they had bought to,
showing the corners, "and all the land they justly owned
from their purchase". Not positive those were the words,
but to that effect: that line run westward of the house
& orchard, touching neither.

Ex. If you call ~~comp~~ ~~today~~ compromise day, I was not
there - but if the compromise day was the date of bond, I
was there.

~~The two spots of~~ ~~two~~ ~~corners~~, which the parties
showed to ^{me} ~~me~~ stood in what was called the
Galloway line, as I understand it (i.e. the Gal. line) & understanding
it by common report, by petition, &c. Parties agreed that said
Galloway line, ^{about} 2 rods west of the alleged Means' line, should
be the divisor between their lands. Do not know that
Galloway line was mentioned at that time. Cannot say
that I ever heard ~~of~~ but Bethans & friends, called it Gal. line,
~~was common talk, by every body~~, but it was common rumor or talk.

James A. Curry - Was present when agreement was made. Agreed by
parties to run from corners, as in agreement - considered it settled
according to agreement. Bethans' fence was partly removed,
partly thrown down, by J. C. in fall of 1837 - road opened
on or near Means' line

J. Curry. - ~~Separated~~ with Bethans' 24 years lived there - Means'
line, as common report saith, runs thro' Bethans' house,
the Galloway line west of the house a little over 2
rods - Bethans' cabins were there when he first knew him
^{over} ~~about~~ 20 years ago. Knew Means - don't recollect of a fence
about house then - was at Bethans' more than a year before Elijah
Bethans was married -

Ex. Road between Bethans & Paul. Next runs on Means' line, after

2
Y Ex. - Road ~~was~~ between the bend of the run & the crossing of
the run north, runs between the Galloway & Meaus lines.
~~sup. falloway line strikes~~ if the road was laid out upon Adp. falloway
line, it would continue on Kent's field, Kent's enclosure, from
above bend of the run, northward. Kent's fence, enclosing the
line, I suppose was put there 5 or 6 years ago. The falloway
line runs with the fence, parallel to it, in the field nearly a
rod.

E. Beathard. - Was married Feb. 1, 1821 - house stood where
it does now - enclosed in a fence, fenced out to what
is called Gal. line - was there in 1817 or 18; house
there then - what now is called Meaus line, would run
thru ~~the~~ said house - head of falloway line, I suppose,
3 or 4 years ago.

R. Curry. - Mr. Beathard, I think has lived more than 20
years there - fence stood west of B's house 15 or 20 years, &
which was when I first passed - when ^{written} compromise made
heard same admissions from parties as M'Campbell did

John Kent. Upper corner of Meaus line by D. Kents beam - were old marked trees, now decayed & gone - not till cavilled about, head of falls line - 6 or 8 years ^{finger} head of falls line - line on the run 30 or 40 years - I saw 2 corners, called fal. line, but only extended to B's place. ~~land ye better fence below the bend of the run before Bethans survey it.~~ Cleared down to the corner - above the run, thinks the upper tract was cleared to the line, # may be mistaken ^{as to part} - Cleared when B. bought the upper tract - some part of this land was cleared, above the bend of the run, before B. moved off there, to where he now lives - B. removed out of the Ryan house some years before death of Conner - Conner died in 1823 - if I am not mistaken, upper tract spoken of as cleared must have been done in Conner's life time - Strain deadened timber on ³ side of house, but not west - don't know where Strains corners were - fenced west of house, across chain, crossed fence 2 or 3 panels - carried chain only once when Phelps surveyed.

A. Noteman. - I set a stake where I shot, corner was - that was east of where D. Kent's beam now is, pretty close to it; - stump of land above head of run neither fenced nor cleared, between 18 & 25 rods wide, more or less - since J. Conner died noticed it - no stumps - stump of corner there after beam built - Kent owned all around the stone when he placed stake at corner - Strain bot. this land of J. Conner some years before Bethans died - Ryan lived 2 years up there, then moved down where Bethans occupied it - thinks was cleared to the old tract ~~down to~~ along the run - thinks fence then further out than it is now.

D. Chapman. Saw corners frequently near D. O's beam, before beam was built there - saw stone - near the centre of the corner, but rather west, if any variation - always about on Galloways line - continued till I struck Kents beam, would miss the corner little over 3 rods - remember

falloway to run it - surveyed that land for falloway & Damm
 - running from corner to corner, but Bethards house -
 run it 22 years ^{ago} about - ~~the~~ when he run that line, heard nothing
 about falloway's line - directly across from line to line, from
 Phelps corner to Means' line, 3 or 4 rods - knew those
 trees when green - ~~the~~ time between peeling tree & stones & 10 years,
 nearly 20 years - tree some feet from bars, may be 10 or 12 feet
 say stones cast, in 1842 - ~~ran~~ Mr. Phelps running; he should
 be continuous about parallel to where Means' line would
 run, found a marked tree in said running, but whether
 old or new, don't know - In east of Kent's bars,
 I missed it some 6 rods - found marked trees in sur-
 -veying, Means' land for Damm supposed run before
 - ~~I~~ marks whether old or new, can't say. - ~~proposed alteration~~
~~does not begin or end on any road, as ^{told} ~~shown~~ to be~~
~~by Mr. McHenry~~

Mr. Phelps' examination postponed, by agreement.

~~Daniel Kent was considered by me an incompetent
 witness, by reason of interest - ~~and, of course, was not~~
~~examined.~~
 So far as his interest was concerned and involved in the
 matter - and that he was interested so far as the
 boundaries of his land was concerned, because~~

April 11, 1843.

1

Isaac McBlung. - Acqu. with premises of B. & M.C. 12 or 13 years - then all was not fenced in that is now fenced in ~~25 or 30~~ ~~or 35~~ rods more now than then, + at the S. W. corner of B's land - block of land, not then fenced in, above bend of the run - this block commenced close to S. bend, extending a little above: - cannot say whether or not S. block was on B's land.

X Ex. - I suppose S. W. corner - never saw a corner - understood from hearsay 'twas a corner; who told me, can't recollect. -

~~Isaac McBlung~~ ^{Isaac McBlung} was with ^{Abner} Chapman when he run line - it run thro' B's old house, or had on it - woods ^{then} extended from ~~the~~ ~~the~~ present corner of B's fence (S. E. corner) 30 or 35 rods towards B's house.

Alexander Robinson. - Run the line between ^{the} two runs from corner to corner - struck chimney of B's house - run from 2 ashes to stone in B's barn - examine record to see that was established corner (i.e. ash corner) - also other corner - not quite 2 rods from what B. claims to be ~~at~~ his S. W. corner to the Meaus' corner - run line from 2 hickories on what ^{they} call the Gal. line - that line would be as much as 4 rods from Kept's S. E. corner, at B's barn - that line runs into B's field (after crossing bend of the run) perhaps as much as 3 rods - did not discover anything appearing to be ancient landmarks on S. Gal. line - saw some marks, not appearing to be ancient, west of Gal. line; or ~~was~~ perhaps ^{some} ancient, but not ~~not~~ made for marking a line - from S. W. corner of B's land is about 1 rod $\frac{7}{10}$ from Meaus' line - stake at the N. end of the proposed al. is from Meaus' line nearly 2 rods $\frac{7}{10}$ - in my report, instead of lights, should be 10 lbs of poles - B. showed me what he preten. Gal. line -

Ex. - Men run Means' line, com. ^{at} S. E. corner of Means' tract -
 Means' line lies on W. side of that line - ^{what I} started from ^{were} 2 ashes,
 well established, by growths - 1 or 2 stones to the corner, present, I
 think, at making of it - but, testimony - quite more than, I
 know some, or by whose notice, know not - no other foundation
 than these to know - as to this corner - had the patent, too -
 did not exactly set compass according to the call of the
 patent, ^{for course,} but varied about half a degree west - running
 thus, this whole line, did not strike stone at K's corner 1st time
 - first time varied one degree - struck ~~some~~ struck 2 rods from
 stone - cor. course, varied $\frac{1}{2}$ degree - in running fall. line, did
 not go to stone corner, ^{fell short} perhaps about 100 rods, more or less -
 as to stone corner, know nothing, except hearsay - marks ~~was~~
 near fall. line were hacks, in diff. ways - with axe,
 can't recollect whether barked only, or cut wood; one mark
 high up - customary among Bunyon, to hack bark, best
 way - run line at B's instance - B. set stake.

Levi Phelps. - Here you called upon to take testimony, & establish
 the N. E. corner of the Means survey No. 3743 - if so, by whom,
 when - did you establish the corner - by what testimony -
 and where - and what monument was made - was
 it the ~~the~~ N. W. corner to Gallaway's survey No. 5133.
^{And} I was called upon I think about six years ago by Mr.
 M. Long, ^{Richard & Kent as far as I can recollect but not positively} to establish the northeast corner of Robert
 Means survey No. 3743 I called on Andrew Nateman
 I think John Kent & perhaps others to state where
 the corner trees had stood after being duly shown
 said witnesses where they said that they supposed
 was the center between when said corner trees had
 stood, said means corner was the northwest corner
 to James Gallaway's survey No. 5133 we planted a
 long stone near the corner of Daniel Kent's Barn as said corner

3

2 Did you run the East line of the Means Survey from the corner you established to the S E corner the two ashes. - if so, when did said line strike Bethesda house, and what course did it run
Answer

I did, my sight on the line I think struck the chimney of ~~Mr~~ Bethesda or very near to it.
Question

Were you the Surveyor who surveyed the proposed alteration in the road changing it to what is called the Gallaway line if so. How far from the Means line did you commence how far does said proposed alteration run in Kents field, and how far west of Kents fence which stands on the road as opened. and how far from ^{SA} Means line does the stake stand at the termination of said proposed alteration

Answer

I was the Surveyor who surveyed the proposed alteration in the Road changing it to what is called the Gallaway line. I commenced the alteration near two Hickens called the Gallaway corner I think about two poles from where a straight line from corner to corner on the Means Survey would pass, the Beginning point being on the west, in the Old Road. I cannot state how far into Kent field we run I believe we were about one or two poles west of the fence I supposed. the same course would have struck about three poles west of the stone corner near Kents Barn

§ Ex. - Running from Stone to 2 ashes, took the deeds for
guide, I suppose - no satisfac. record as to corner - ashes in
corner were from 1 foot to 18 inches - usual marks, appeared quite
ancient, on the 2 ashes - N. 37 W. from stone to ash - in running
from ash to stone, & setting compass according to patent, I suppose
the variation would be 4 or 5 rods West - in running
fal. line, I found a walnut marked (near bank of
run) on each side, as live trees are usually marked
- ² trees said to be known 2 hick. & sugar corner for 20 or 22
years - "filled descrip. then piece of fal's S. W. corner" - B. S. W.
corner same as fal's S. W. corner - ancient marks on 2
hick. & sugar - saw no ~~corner trees~~ marked trees of any kind
in the Means' line, particularly no corner trees - deeds
and my survey, agreed as to quantity - mark of ^{said} walnut was
only in bark - cannot judge accurately as to those marks, &
as to age - think it an ancient mark -

Served by reacting to
Leper Mitchell David
Kent, & And: e. Coleman
+ by Copy on David
Chapman & John Kent
March 30th 1843

Leper Mitchell deman-
ded his fee, not paid
for want of Funds

W W Stebbins

Sew	62 ²
Stile	70
Copies	20
	<hr/>
	152 ²

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON John Kent, Daniel Kent, Andrew
Noteman, Jesse Mitchell, ~~and~~ David Chapman, & Levi Phelps,

^{me, Special Master Commissioner,}
to be and appear before ~~the Honorable the Judges of the Court of Common Pleas of said County,~~
^{Clerk's office} ~~the Court House~~ in the Town of Marysville, on ^{Saturday, April 1, 1843, at 9 o'clock, A.M.} ~~the first day of next Term~~, to testify and the truth to
speak on behalf of Joseph M'Clung, _____ in a certain matter in controversy
in our said Court depending: wherein William Bethard _____
is plaintiff, and said M'Clung, ~~is~~ Kent et al. are defendants, And this they shall in
no wise omit under the penalty of the law; and have then there this writ.

~~Witness, JAMES H. GILL, Clerk of our said Court, at~~

~~the Court House aforesaid, this _____ day of~~

Given under my hand this 29th day of _____ A.D. 18
March, A. D. 1843.

~~Clerk~~
James E. Wilson,
Sp. Mas. Comm.

Joseph McClung
vs } Deposition
Commissioners of
Union County

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

Deposition of James Galloway Jr. Taken
in a cause pending in the court of common pleas
of Union County where in Joseph McClung is
Plaintiff & the Commissioners of Union County are
Defendants

James Galloway Jr. of the County of Green & State
of Ohio being first duly sworn according to Law
as here after certified before and says

Question By ^{Atty} ~~Atty~~
Did you sell Land to James Conner out of Survey No 5133
and to Joseph McClung out of Survey No 3743 lying
in Union County, Ohio if so where how much &
what was the dividing line between said Berthoud
and McClung.

Answer. I sold Survey No 5133 for 200 acres, originally for
190 acres, to James Conner many years ago, but the time I do
not now recollect. I also sold to Joseph McClung one hundred
acres out of Robert Means survey No 3743, and made him
a deed for the same on the 3^d day of July 1835. As to the true
dividing line between those surveys, I am unable to state
where it runs, whether by Berthoud's house or West of
it. I was not aware until recently, that there was two
lines running parallel with each other. In 1807 to the
best of my recollection, I ran from Means Northwesterly
corner S 37 E to his Easterly corner, but do not recollect
whether we marked it afresh or not, but I think I did
not, as it was not my custom to re-mark old lines. This
line of Means was run by Lucas Sullivant originally, and
it was his custom to mark his old lines very slightly on
only one side of the trees to the right or left of the line, and
to mark few or no trees fore and aft. The line from
corner to corner, I should think is Means true ^{line} ~~course~~.
I ran it in that manner in 1807 (I think) In 1822 or

1823, I am not certain which, Walter Dun & myself, were to meet on Darby and run round and divide Means survey, (which we had previously purchased in partnership) but I did not attend, being prevented by sickness. Dun informed me that he had employed David Chapman to survey it, and divide it into lots, and that he, (Dun) was with him. He sent me a plat of the division, and I presume he run the true line of Means, as he appears to have found both the corners. I have never traced the line since 1807, and know only from report where Bertronds house is, and that there are two lines there as I have above mentioned.

Question by P. G.

Did you ever establish any other line between the land sold to Connor now occupied by Belknap and the land sold to Joseph McBlenny than the Means line dividing since surveys?

Answer. I never run any other line between those surveys than the one from corner to corner in 1807 as I have above stated: If this is establishing the line, I established it from one corner of Means survey to the other. There may have been lines run by others, but if so, I know nothing of it.

And further saith not

James Galloway
I James Luenor a Justice of the peace in and for the Township of Paris in the County of Union State of Ohio do hereby certify that the above named James Galloway was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him respectively subscribed were reduced to writing by the witness and was taken at the time and place specified in the inclosed notice in testimony whereof I have hereunto set my hand this 2nd day of Nov 1842 James Luenor J P

Carts subpaena	0.127	
Lipartia	0.60	
Cart cart	0.15	
Cart nest per	<u>0.50</u>	not claimed
	1.37	

Joseph McBlaney
vs

The Commissioners of
Union County

Carry and Mrs. Lawrence their Atty, are hereby
Notified That Depositions will be taken
to be read on trial of this cause before James Turner
J.P. at his office in Mansfield Union County
Ohio on Wednesday the 2nd day of November
1842 between 8 o'clock A.M. & nine P.M.
on said day.

In Union County Court of
Common Pleas

The Defendants or Objection

A Hall atty
for Plaintiff

Joseph M. Lury
vs.

Commissioners.

Filed Oct. 22, 1842.

John Casil,
Clerk of the Court.

Recorded

36-22
N 36-22 W

36-40
N 36-40 162 poles

In pursuance of an order from the Court of Common Pleas for the County of Union, ^{being first duly sworn} I proceeded, under the direction of C. Sec. James Kincaid & Jonas Westlake to survey an alteration in a County road leading from the Madison County line near Edmund Barlow's Mill; thence through Jerome Township to the East line of Robert Means Survey; and, after having had the corners established by testimony, I proceeded to run the original line between lands owned by James Galloway & Robert Means - and found the same to run as follows, to wit: Beginning at the S. E. corner of said Means Survey, thence running North $36^{\circ} 22'$ N. 442 poles to the corner in Daniel Kents barn; and also found the same to run through Mr. Bethards dwelling house, striking the kitchen chimney near the centre, as represented by the above dotted longest line.

I also proceeded to run the line claimed by said Bethard to be what is called the Galloway line, and ~~found~~ ^{found} running with said line; as follows, to wit; and found the same to be one chain and seven links westerly ^{from} said Means line, above described; thence N. $36^{\circ} 40'$ N. 162 poles to McCornes corner at a distance of one pole and 22 links from Means' Survey, as represented by the above dotted shorter line.

Henry Robinson
Surveyor

Pursuant to an order of Court to us directed on the
13th day of October, 1842, the undersigned, after being duly
sworn as the law directs, proceeded to view the proposed
alteration in the road described in the Surveyor's Report
accompanying this paper: meeting for that purpose on the 7th, 8th,
12th & 13th of October, 1844.

According to the prayer of the petition presented to
the Commissioners of Union County, the road was to
be laid upon the line dividing the lands of William
Bethard, and Joseph M'Long & Daniel Kent. It
seems that there are two lines contended for, each
claiming to be superior to the other for the proposed
road - and it is our opinion, that inasmuch as
both of the lines contended for run on suitable ground
for a road like the one proposed, it is respectfully sub-
mitted by us to the Court to cause the contemplated
road to run on the line that may be ascertained to be
the true line which divides the ~~lands~~ ^{lands} of said
Bethard, M'Long and Kent.

Respectfully submitted.

Cyprien Lee }
James Kirkade } Viewers.
Josiah Westlake }

Fees.

Alex. Robinson, Surveyor, 4 days @ \$1.50, \$6.00

~~C. Lee, Geo. Hedden~~

Stephenson Camp, 2 days - chain carrier @ 75^{cts} 1.50

Zach. Low, " " " " 1.50

C. Lee, Viewers, 4 days @ \$1.00 paid 4.00

Josiah Westlake " " " " 4.00

James Kincaid " " " " 4.00

Alex. Robinson, Surveyor

Cyprus Lee 2

James Kincaid } Viewers

Josiah Westlake } 3

Oct 4th brewers met pursuant to agreement present
C. Fee & Joseph ~~W. Adams~~ ~~of account of~~
Minerals absent until Thursday Oct 13 1842

Joseph McClung
is {

Commissioner of
Union County

Filed Oct. 22, 1842.

John Cassel, Clerk
pro tem.

Joseph McCleung

vs
Commissiners of Union Co

} This Cause came into court
by appeal } from a final decision of said
Commissiners confirmatory of

the report of William Pichey, Thains Watson & Andrew Amrine made by said Commissiners touching the alteration of the road leading from the Madison City line near Edward Paulows saw mill past Margaret Mitchells farm to the Double Road in Jerome township in said County, and thereupon the Court being fully advised in the premises do order that Ciprian Lee James Kirkcaldie and Josiah Westlake proceed as viewers with Alexander Robinson Surveyors under the order made by said Commissiners to the said former viewers to examine the route mentioned in said order and survey the same and make report to this Court at the next term thereof. Either in confirmation of the report of said former viewers or otherwise as to them seem right and this cause is continued

A true Copy of the Entry made in the above Cause in the Court of Common Pleas for Union County Ohio

John Cassil Clerk
Protem

Bethard Road.

Manuscript.

Filed Oct. 22, 1842.

John Basil, Clerk
per

Bethard Road - Petition.

"To the Honorable Board of Commissioners of the County of Union:

The undersigned, free holders of said County, residing in the vicinity of the County road leading from the line of Madison and Union counties, near Edmund Barlow's Saw mill; running thence through Secome township, to the East line of Robert Means' Survey; thence to the S. W. corner of John M'Leune's land; thence to a corner to Daniel Kents and Jesse Mitchells land; thence to its termination at the Dublin Road near Margaret Mitchell's farm (so called) respectfully represent to your Honorable Board, that in our opinion, that portion of said road which is located on the premises of William Bethard, ought to be so altered as that the same shall be located and permanently fixed upon the line which was heretofore surveyed and established by James Gallaway as a dividing line between lands of the said Bethard, and lands of Joseph M'Clung and Daniel Kent. And your petitioners, respectfully ask that viewes, may be appointed to view the ground upon which said alteration is proposed to be made, according to the statute in such case made and provided,

	David Beard	
Dekey Beard	William Beard	Mr. M'Campbell, jr
Robert D. Leary	Andrew M. Gill	John Taylor
Jesse Gill	John M'Campbell	Charles M. Robinson
Mr. M'Campbell	Robert M'Campbell	Nelson Lee
James Blue	Stephenson Curry	Levi Fay
Mr. M. Ansgard.		

Monday, Dec. 6, 1841. - This day came Mr. Bethard by his attorney, and filed herein his petition, praying for an alteration in the road from the Madison County line to the Dublin and Mayville Road near Sugar run, and thereupon came Joseph M'Clung, and filed his remonstrance against the said alteration. And the case being argued at length, it is ordered by the Board that viewes be appointed to view said alteration payed for - Andrew Arvine, Mains Mason and Mr. Richey appointed viewes, and Levi Shelp, surveyor - to meet at M'Leune's on the 10th inst."

The above is a true copy of the petition on file in the Auditor's Office of Union Co. Ohio - and the proceedings of the Commissioners read Thos. O. C. Kennedy, Auditor of Union County.

Oct. 7, 1842.

Univ. Com. Pleas.

Millers

v.

Commissioners

Notulog

Filed Nov 27th 1842

John Capie
Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon *James A. Curry* _____

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

John Cassil, pro tem
Witness ~~John H. Cass~~, Clerk of our said Court, at
the Court-house aforesaid, this *4th* day of
November, A. D. 1842.

John Cassil, Clerk, pro tem.

Joseph McBlum

vs

Commissioners of Union
County.

Appeal in
Transcript of Minutes.
Filed Aug. 30. 1842

Las. H. Hill Clerk

Recorded

Transcript from the Commissioners Minute Book in case of the Bethard Road Monday Decr 6th 1841 This day came William Bethard by his attorney and filed herein his petition Praying for an Alteration in the Road from the ^{Madison} County line to the Dublin and Mayville Road near Sugar Run and thereupon came Joseph McClung and filed his Remonstrance against the said alterations and the case being argued at length It is ordered by the Board that viewers be appointed to view said alterations Proposed for Andrew Amerine Main^r Watson and William Richey appointed viewers and Levi Phelps Surveyor to meet at John McCunes on the 10th Inst March 8th 1842 The Report upon the following Roads which were read yesterday were also read this day to wit the alterations in the Bethard Road & the first Reading of said Report

Monday June 6th 1842 This day the Report of the viewers appointed by the Commissioners at their last Session to view and Report upon the alterations of the William Bethard Road and on motion of Joseph McClung to set aside said Report and the arguments being heard it is considered by the Board that the Report be sustained and the motion set aside Notice of appeal by Joseph McClung

The above is a true copy from the Commissioners Minute Book

The above named Joseph McClung gave Bond on the 13th day of June 1842 according to law as in such cases made and provided with John McCune as Security in the sum of one hundred dollars Given under my hand this 30th day of August 1842

C. C. Remondy Auditor
of Union County

Mr. Richard

Joseph. McClung

Exceptions to the
Report of Master

Filed April 19, 1843.
John Cassil,
Clerk.

Recorded

William Bethard

Joseph McClung

In Union Common Pleas
Reference to Master

The defendant now comes
and excepts to the reports of the Commissioner
in this cause for the following reasons.

- 1st The facts ~~are~~ ~~given~~ accompanying (or referred to in
said reports, do not sustain the conclusions
~~of~~ of the Commissioner
- 2nd The deeds all call for the Means line while
there is no proof that the Galloway line was
ever heard of until about 5 years since
- 3^d The Depositions do not sustain the master in
the ^{his} conclusion that Bethard has had un-
interrupted possession for more than twenty one
years
- 4th The proof absolutely establishes the fact (the
report of the Com notwithstanding) that Mr
Kent is and has been for a long time in
possession over & east of the supposed Galloway
line, and that Mr Bethard never was in
possession up to the Galloway line so far
as Kents & Bethards land runs together
- 5th There is no proof that any agreement ever
existed operating further than between Bethard
& McClung & their land.
- 6th There is no proof that the supposed Galloway
line extended further than between Bethard
& McClung & the Sep of Galloway tract
- 7th That no other line than the Means line
ever existed there.

The Conclusion of the Com is unjust inconsistent
with the proof & will work wrong to def

Joseph McClung

Recorded

Cost this morn

Filed April 14, 1873.
John Cairns,
Att.

Master's fee, \$10.00

Sp. Master's Report.

vs.
Joseph M. Chung.

William Richard

1800

Patent

1800

Settled between Messrs. W. Richard & John Cairns
in compliance with the order

William Bethard }
 } The Report of James E. Wilson, Special Master
 } Commissioner, to whom this cause stands referred,
Joseph M'Clung. } "to take proof and ascertain the true line which divides
 } the lands of William Bethard and Joseph M'Clung
and Daniel Kent, so far as they bound upon each other," pursuant to
the interlocutory decree rendered at November Term, A. D. 1842.

To enable the Court to judge as to the correctness of the conclusions to which I have arrived, from the testimony taken before me, I herewith present a brief of the same, embodying the material facts. I also refer the Court to the deposition of James Bethard, which is here omitted, by reason of its length. Accompanying this Report, is the testimony, also, from which the brief is drawn, as taken in the presence and by the agreement of the parties, or their Attorneys:

1. John M'Campbell testified,

That the parties, on the 28th of September, 1837, called him to run the line, beginning at one corner, and running to the other, as far as their lands run together. Both parties, showing the corners, said, "that was where they had bought to, and all the land they justly owned from their purchase," or words to that effect - that line run west of the house and orchard, touching neither. The corners showed to me stood in what was called the Galloway line. The parties agreed that said Galloway line, about 2 rods west of the alleged Means line, should be the division between their lands - do not know that Galloway line was mentioned at that time - cannot say that I ever heard any but Bethard & his friends call it the Galloway line: ^{but it was common rumor or talk.} [vide also written agreement, herewith filed.]

2. James A. Curry. - Was present when said agreement was made - it was agreed to run from corners, as in agreement - considered it settled accordingly. Bethard's fence was partly removed, partly thrown down, by the Supervisor, in the fall of 1837 - the road was opened on, or near Means' line.

3. Hepheuson Curry. - ^{The} Means line runs thro' Bethard's house, as common rumor saith - the Galloway line runs a little more than 2 rods west of the house - Bethard's cabins were there when he first knew him, over 20 years ago - don't recollect of a

fence about his house then - was at Wm. Bethard's more than a year before Elijah Bethard was married, about 24 years ago. The road between the bend of the run & the crossing of the run north, runs between the Galloway & Means' lines. If the road were laid out upon the supposed Galloway line, it would continue on Kent's enclosure, from above the bend of the run northward. Kent's fence, enclosing the line, I suppose was put there 5 or 6 years ago. The Galloway line runs with the fence, parallel to it, nearly a rod in the field.

4. Elijah Bethard - was married Feb. 1, 1821 - William Bethard's house stood then where it does now - was enclosed in a fence, and fenced out to what is called the Galloway line. I was there in 1817 or 1818 - house was there then - what is now called the Means line, would run thro' said house - heard of Galloway line, I suppose, 3 or 4 years ago.

5. Robert Curry - I think Wm. Bethard has lived more than 20 years where he does now - the fence stood west of Bethard's house 15 or 20 years ago, when I first passed there. When the written compromise was made, I heard the same admissions from the parties that Mr. McCampbell did.

6. John Kent - In the upper corner of Means line, by David Kent's barn, were old marked trees, now decayed & gone - heard of Galloway line 6 or 8 years ago - lived on the run 30 or 40 years - I saw 2 corners, called Galloway line, but only extended to Bethard's place - it was cleared down to the corner - above the run, I think the upper tract was cleared to the line - may be mistaken as to part - was cleared when Bethard bought the upper tract - some part of this land was cleared above the bend of the run before Bethard moved from there - he moved out of the Ryan house some years before Conner's death - Conner died in 1823 - upper tract spoken of, was cleared, I think, in Conner's life time - Strain deadened timber on 3 sides of the house, but not west - don't know where Strain's corners were - fenced west of the house, carried chain - crossed fence 2 or 3 panels - carried chain only once when Phelps surveyed.

7. A. Noteman - I set a stake where I thought the corner was, a little east of where D. Kent's barn now is - there was a strip of land above the bend of the run neither fenced nor cleared, between 15 & 25 rods wide - I noticed

it since Conner died - no stumps - stump of corner there after barn built; Kent owned all around the stone when he placed the stake as a corner - Strain bot. this land of Conner some years before Bethard did.

8. David Chapman. - Saw the corners frequently near Kents barn, before the barn was built - saw the stone near the centre of the corner, but rather west, if any variation - I surveyed about on Galloway line, & continued until I struck Kents barn, and would miss the corner a little over 3 rods - never knew Galloway to run it - I surveyed that land for Galloway & Dunn, and running from corner to corner, struck Bethards house - I run it about 22 years ago. When I run it, heard nothing about Galloway's line - it was 3 or 4 rods directly across from line to line, from Phelps' corner to Meaus' line - I knew those trees when green - time between seeing tree & stone nearly 20 years - the tree was perhaps 10 or 12 feet from the barn - saw the stones last, in 1842 - I examined Mr. Phelps' running - he continued about parallel to where Meaus' line would run - found a marked tree, don't know whether old or not - I run east of Kents barn, & missed it some 8 rods - found marked trees in surveying Meaus' land for Dunn - suppose it was run before - whether old or new marks, can't say.

9. Thomas M'Clung. - Acquainted with premises ~~in dispute~~ ^{there} for 11 or 12 years - Bethards land was not ~~the~~ cleared, - he showed me his S. E. corner - the fence stood 30 or 35 rods from the corner - Bethard showed me 2 corners, & said there would be a dispute about them, one standing in the direction towards his land, the other towards M'Clungs - from the bend of the run to Bethards line north, there was a block of land not then fenced in. X & Y. I know not whether they were corners which Bethard showed me - looked like landmarks - might be 2 rods apart - don't remember whether more than 1 tree marked on Bethards land, nor what kind of a tree; I mean above the bend of the run north of his house - I think, or suppose, that sd. block of land was near Conner & Bethard's corner - I saw the land after bought of Buck, admr. - a lane between Bethard & M'Clung's - this block did not, I think, extend back to the main woods.

10. Isaac M'Clung. Acquainted with premises of Bethard & M'Clung 12 or 13 years - then, all not fenced that is now - fenced in 30 or 35 rods more now than then, at S. W. corner of Bethards land - the block of land not then fenced in

above bend of run - this block commenced close to said bend, extending a little above. X & Y. I suppose S. W. corner - never saw a corner, understood from hearsay 'twas a corner - can't recollect who told me. Was with Abner Chapman when he run the line - it run thro' Bethards house, or hard on it - the woods then extended from present S. E. corner of Bethards fence 30 or 35 rods towards Bethards house.

11. Alexander Robinson. I run the line between the two surveys from corner to corner - struck chimney of Bethards house - run from 2 ashes to stone in barn - examined records to see that these were established corners - it is not quite 2 rods from where Bethard claims to be his S. W. corner to the Means' corner - run line from 2 hickories on what they call the Galloway line - that line would be about 4 rods from Kents S. E. corner at Kents barn - it runs into Kents field (after crossing the bend of the run) perhaps as much as 3 rods - did not discover marks, appearing to be ancient, on sd. Galloway line - saw some marks, not appearing to be ancient, west of the Galloway line, or if ancient, not made for marking a line - from S. W. corner of Bethards land is about 1 rod $\frac{7}{10}$ to Means' line - the stake at the N. end of the proposed alteration is from Means' line nearly 2 rods $\frac{9}{10}$ - Bethard showed me what he pretended was Galloway line. When I run Means' line, I commenced at S. E. corner of Means tract - I started from 2 ashes, well established, by growth. The testimony as to the corner was satisfactory to me, and was obtained by witnesses sworn by a justice on the ground, I think - how the witnesses came, or by whose notice, don't know - I had no other proof, except the patent. I did not exactly set the compass according to the call of the patent for course, but varied about half a degree west - running thus through the whole line, I did not strike Kents corner the first time - 1st time varied one degree - struck 3 rods from the stone - correcting the course, varied $\frac{1}{2}$ degree - in running the Galloway line, I did not reach ^(20 to) the stone corner, fell short perhaps 100 rods - as to stone being the corner, know nothing, except from hearsay - the marks near Galloway line were hacked in different ways - can't say whether barked only, or cut in the wood - one mark high up - customary among surveyors to hack bark only - it is the best way. I run the line at Bethards instance.

Levi Phelps. - Were you called upon to take testimony and establish the S. E. corner of the Meaus' survey No. 3743 - if so, by whom, when? Did you establish the corner - by what testimony, and where - and what monument was made - was it the N. W. corner to Galloway's survey No. 5133?

Answer. - I was called upon, I think, about 6 years ago, by M'Long, Bethard & Kent, as near as I can recollect, but not positive, to establish the S. E. corner of Meaus' survey No. 3743. I called on Andrew Noteman, I think, John Kent, & perhaps others, to state where the corner trees had stood - being sworn, they said they supposed was the equite between where said corner trees had stood. Said Meaus' corner was the N. W. corner to Jas. Galloway's survey No. 5133. We planted a long stone near the corner of O. Kent's barn as said corner.

Q. Did you run the east line of the Meaus' survey from the corner you established, to the S. E. corner the two ashes - if so, where did said line strike Bethard's house, and what course did it run?

Answer. I did - my sight on the line, I think, struck the chimney of Mr. Bethard, or very near to it.

Q. Were you the surveyor who surveyed the proposed alteration in the road, changing it to what is called the Galloway line - if so, how far from the Meaus' line did you commence - how far does said proposed alteration run in Kent's field, and how far west of Kent's fence which stands on the road as opened; and how far from sd. Meaus' line does the stake stand at the termination of said proposed alteration?

Ans. Yes; - I commenced the alteration near 2 hickories, called the Galloway corner, I think about 2 poles from where a straight line from corner to corner on the Meaus' survey, would pass, the beginning point being on the west in the old road. I cannot state how far into Kent's field we run - I believe we were about one or 2 poles west of the fence - I supposed the same course would have struck about 3 poles west of the stone corner near Kent's barn.

X Ex. - Running from the stone to the 2 ashes, I suppose I took the deeds for guide - no satisfactory record as to corner - ashes in corner were from 1 foot to 18 inches - marks on the 2 ashes seemed quite ancient - from stone to ashes N. 37 W. - in running from the stone to the ashes, I suppose I set the compass according

to the patent - the variation would be 4 or 5 rods west. In running the Galloway line, I found a walnut marked (near bank of the run) on each side, as line trees are usually marked - I have known the 2 hickories and sugar tree comes for 20 or 23 years - filled the description then given of Galloways S. W. corner - Bothards S. W. corner was the same as Galloways S. W. corner - these were ancient marks on the 2 hickories & sugars - saw no marked trees of any kind in the Meaus line, particularly no corner trees - the deeds and my survey, agreed as to quantity - mark on said walnut tree was only in the bark - think the mark ancient, but cannot judge accurately.

[Sundry deeds and patents accompanying this Report, constitute part of the testimony.] See also Mr. Galloways Deposition.

In the course of the examination, defendant offered Daniel Keut as a witness. Plaintiff objected on the ground of interest. I considered the objection well taken, because, if the Galloway line were found to be the true dividing line between the lands ~~made~~ of the parties mentioned in the order of reference, a strip of land would be taken from Mr. Keut, the proposed witness - if the Meaus line is the proper line, then an addition would be made to his land. Upon this ground, he was considered disqualified.

It is not to be denied, that there are some difficulties in the way of a correct adjustment of the matter in dispute between the parties. In my view of the ~~matter~~ subject, I may have misapprehended the testimony, or misapplied the law - but I know that I have addressed myself to the task of eliciting proof, &c., with a just sense of my duty, and the importance of the decision of the Court, to the parties concerned:

1. It seems, then, by a well established principle of law, that where there is a doubt as to the true locality of a line, a verbal agreement of the adjoining claimants, ~~is evidence~~ and their acts done in pursuance of it, is evidence that the line, as agreed upon, is the true boundary. Such an agreement, ^(as also a written one) seems to have been made between the parties, as testified to by Messrs. McCampbell & James A. Curry, & Robert Curry, fixing the boundary by what is called the falloway line.
2. William Bethard, the plaintiff, has occupied, or possessed, up to the falloway line, uninterruptedly, for more than 21 years.
3. That said Bethard held by purchase, to the falloway line, by metes & bounds, and of course legally holds, even if said purchase runs into another tract owned by the ~~same~~ individual of whom he purchased.
4. "Lines, actually marked, must be adhered to, though they vary from the course". There is no testimony as to the marking of the Meaus' line, and but very slight testimony to prove the marking of the falloway line. It is in proof that trees were marked near the falloway line, and one tree on that line.

By verbal and written agreement, by occupancy or possession, by purchase, and by monuments, the weight of testimony, in my judgment, seems to mark what is called the falloway line as the true "dividing line between the lands of William Bethard and Joseph McCung and Daniel Kent."

Respectfully submitted.

James E. Wilson,
Sp. Mas. Commissioner.

April 14, 1843.

Galloway to Kent
Nov 11 1831

Conner abt Buch to
Bethens - 1829.

Means from ~~Bethens~~
Kent

Bethens
from Buch

~~Galloway to Conner~~
Sept 15 1813

Means from
Melbury

Bethens
from Conner

Galloway to Melbury
July 3 1835

Conner to Bethens abt 9 1820

W. C. Clegg,

Commissioner

}

Issue the order to Surveyors
and Viewers for Friday, Sept
16th 1842 if convenient

To Wm Cassil CLK.

J. D. Wallace
Atty for

Civil/Domestic Case File

Case No. 1842-CV-0053

Union Com. Plg

Attest

(s)

Studevant

1843

Declaration

Filed Sept. 1st 1862

James N. Hill Clerk

best till made

APR 1843

Union Com. Pleas

August Term 1842

State of Ohio Union county - Plt.

William Asher complains of
Selay Steelbent in a plea of debt
for that whereas the said defendant, on
the first day of April 1840, in the county
of aforesaid, made his certain writing
obligatory of that date, and now has
shown to the court, and thereupon
delivered the sum to Plff., and thereby
bound himself to pay, to pay Plff. or
order, Six hundred and thirty three and
two thirds cents or a before
the first day of May A.D. 1841, which
period has now elapsed. Yet the deft.
has not paid said sum of money or any
part of it to the damage of \$100.00. Therefore
he sues &c.

And Hamilton
atty.

Union Corn Pleas

William Ashes

} Sumner

Silas Standen

Devised by Antiquid

Copy Aug 31. 1842

W. H. State S. F.

Sum 35
Mile 60
Copy $\frac{15}{10}$
1.10

Sum first on rights shalwe ~~to~~ notes to 1844 date
Apr 1. 1840 due May 1 1841 for \$633.33 1/3
with interest from date
Newmarket city

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Silas Studiant*

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 *William Asher*

in a plea of *Sett- $\$633.33\frac{1}{3}$* 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

30th day of *August* A.D. 1842

James H. Gill CLERK.

Union Com Pleas

Mr Asher

✓ 3 pence

Silas Sturdivant

Filed Aug 30. 1846

Los H. Hill Clerk

Union Com. Pleas-

William Asher

(187)

~~Silas Sturdevant~~

Silas Sturdevant

debt \$633.33 $\frac{1}{3}$

Damage \$100.

The club will please
issue summons for

debt. Endorse suit list. on depts. Sealed
note to Puff. dated April 1-1840. due May 1-
1841 for \$633.33 $\frac{1}{3}$ with interest from date
Aug. 30-1842.

Hamilton city.

Civil/Domestic Case File

Case No. 1842-CV-0054

No. 42-CV-54

Union Common Pleas Court.

F. Doolittle

Plaintiff,

AGAINST

Wilson Reed

Defendant.

April, 1843

Dismissed

Journal 3

Page 29

Record No. 4

Page 125

Ex. Doc.

Page

Wilson Com Pleas

Forrest Doolittle
vs

Wilson Reed

Receipt

Filed Aug. 30, 1842.

Jas. H. Gill, Clerk.

Forrest Doolittle } At the August term of the
vs } Union Court Pleas
Wilson Reed } Assumpsit Damages 250. \$.

issue a summons returnable forthwith
and endorse suit. Bro't on Defendant's note of hand
given to Plaintiff on the 1st day of March 1841. due one
year after date for two hundred and twenty five dollars
also for goods sold and delivered money had and
received &c By J. M. Lawrence his atty

Minor Com pleas

J. Scoville

v. Anonymous

W. Reed

Served by certified copy
August 30th 1842

W. W. Steele Sheriff

Sew
Mile
Copy

35
25
15

75

Just brought on defendants note of hand given to
Plaintiff on the 1st day of March, 1841, due one
year after date for two hundred and twenty five dollars
— also, for costs both now delinquent, money had
and received, &c.

By W. C. Lawrence,

his Atty.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Wilson Reed*

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 *Forest Doolittle*

in a plea of *Assumpsit* Damages *250.00* Dollars
And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of
said Court, at the Court-House aforesaid, this
30th day of *August*, A.D. 184 *2*.
James H. Gill, CLERK.

Union Com Recd

J. Sootille
W. J. Ray
Wilson Reed

Filed Oct 1st 1844
John Capit
Chas. to print

Cast bill man

(Recorded.)

State of Ohio }
Union County, SS } April term of the Court of
Common Pleas in Union
County

Forrest Doolittle complains of Wilson
Reed in a plea of assumpsit for that whereas
the said Forrest ~~Mack~~ Wilson Reed on the first
day of ~~April~~ March 1841. at the County of Union
aforesaid made his promisory note in writing and
then and there delivered the same to the Plaintiff and
thereby promised to pay to the said Plaintiff
two hundred and twenty five dollars in one year
after date 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 Forrest Doolittle accord-
ing to the tenor and effect thereof yet the said
Wilson Reed has disregarded his promise
and has not paid the said sum of money to
the or any part thereof to the damage of the
Plaintiff two hundred and fifty dollars and
therefor he sues &c

By Wm Lawrence his
attly.

Civil/Domestic Case File

Case No. 1842-CV-0055

No. 42-CV-55

Union Common Pleas Court.

John C Work

Plaintiff,

AGAINST

David W Cunningham

Defendant.

AUG

1842

Jud vs Defendant
\$452 ⁸⁵

Journal 3

Page 40

Record No. 4

Page 50

Ex. Doc. /

Page 277

Union Com Pleas

John O Work

vs } Va

David W Cunningham

Deb't 4214 \$

8,85 Damages

Filed Aug. 30. 1842

James H. Gill Clerk

(Recorded.)

AUG

1842

State of Ohio Union County, Shy Union Com pleas August term 1842
John C Work complains of David W Cunningham in a plea
of Debt for that whereas the said David W. Cunningham on the
1st day of May in the year 1841 at Jamesfield town in the County of
Union aforesaid made his certain writing obligatory of that
date and sealed with his seal and now here to the Court shown
and then and there delivered the same to one Lanson Curtis
and thereby bound himself to pay to the said Lanson
Curtis or order the sum of four hundred ~~dollars~~ and forty four
dollars twelve month after the date thereof which period
has now elapsed and the said Lanson Curtis then and there
endorsed the same to the said John C Work whereof the said
David W Cunningham then and there had notice and
then and there in consideration of the premises promised to pay
the amount of the said writing obligatory to the said John C
Work according to the tenor and effect thereof Yet the
said David W Cunningham has not paid the said
sum of money nor any part thereof to the damage of the
said John C Work 500. \$ and thereupon he sues &c
By Wm C Lawrence his atty

Miss Com Peas

David W. Cunningham

ad of Peas

John C. Work

Filed Aug. 31. 1862

James H. Gill etc

David W Cunningham } Midw Com Pleas August
vs } term 1842
John C Work }

And the said David W Cunningham
by P. B. Cole one of the attorneys of this Court comes and de-
fends &c and says that he cannot gain say or deny
but admits the execution delivery and endorsement of the
said writing obligatory and by virtue of a warrant of
attorney for that purpose executed waives the issuing
and service of process accepts a declaration in the action
of John C Work against the said Defendant and confesses
and allows Judgment to be render in favor of the said
Plaintiff for the sum of four hundred and forty four
dollars his debt and the sum of eight dollars and eighty
five cents his damages by reason of the detention thereof
and costs of suit and also by virtue of the same author-
ity releases all errors and waives the right of appeal
on behalf of said Defendant

By ~~P. B. Cole~~ Atty for

D. W.
Birmingham
Note
\$444,00
See the
10 fellows
1842

For value received I assign the writ in note to John C. Work
upon this express condition that John C. Work is first to collect
the money if it be possible from the said David W. Birmingham and
that I am not to be responsible except in the case of the insolve-
ncy of the D. David. W. Birmingham

London County

August 10 - 1842

~~\$444~~ 00 Zanesfield May 1 - 1841

Twelve months after date I promise to pay Lanson Curtis
or order at his house in Zanesfield four hundred and
forty four Dollars for value received and I do hereby
authorise Hiram McBotney or any other attorney at law
in the State of Ohio to appear for me in any court of
record in said State at any regular term of such court
after the above note shall be due and ~~and~~ in an action
against me on the above note waive process or acknowledge
service thereof accept a declaration there on and confess Judge
ment against me in favor of Lanson Curtis or any assignee there
of for the amount then due on said ^{note} with all fees and charges
usually made by attorneys for collection and with costs of
suit and thereupon release all errors and waive the right
of appeal in my behalf witness my hand and seal
day and date above written

David W. Cunningham

Rec^d this writ. Oct. 4th 1842 No personal property found
levied upon 65 Acres & 52 poles of land Survey N^o 9917. - bounded
as follows beginning at 3 beeches the N.E. corner of Survey N^o
9917. thence N8E. 76 poles to a Hickory Elm & beech. thence S12E
134 poles Cropping Bush Creek to a Rich Elm & beech thence S78W
80 poles to 2 white Oaks in the line of S^o Survey N^o 9917 thence
writ said line N92W 134 poles to the beginning. Not
dold for want of time Oct. 8th 1842 W.W. Steele Sheriff

Union Common Pleas.

John C. Work

vs.

David W. Cunningham

Debt	444.00
Damages	8.85
Costs	7.66
Writ	0.41
Sew	35
Mile	2.25
Shelf	<u>1.60</u>

Filed October 29, 1842.

John Cassil, Clerk
p. t.

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,

John C. Work,

recovered against David N. Cunningham, for his Debt,

as well the sum of Four Hundred and Forty Four _____ dollars;
and \$8. 85 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 there-
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

David N. Cunningham

you cause to be made the ~~damages~~ ^{Debt} 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 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 C. Work.

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

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

Attest:

John Cassil, CLERK pro tem

ex. Dec. No. 2 Page 18

John C. Wort

vs

David W. Cunningham

Debt	\$444.00
Damages	8.85
Costs	7.76
Interest	2.42
Writ	.41

Deer	35
Mile	.75
Inquest	1.00
App: Ret	.10
Advs	25
Sheff Fee	2.45
Dr: Fee	3.00
Appraiser	5.45
Total	6.95

Filed Oct 17. 1843

John Cassil CLK

Re this writ Aug: 29. 1843. - Offered the property for sale Oct 16, 1843, (having previously appraised the same by the oath of Hiram Stewart James Neathery & Joshua Hoimes at seven hundred dollars, and also having advertised the same according to the statute in such cases provided), not sold for want of bidders Oct 16. 1843. M: M. Steel 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*

W. Cunningham, to wit: sixty five acres & 52
poles of land, part of survey No. 9917 bounded as
follows, beginning at 3 beeches the N. E. corner of
survey No. 9917 thence N. & E. 76 poles to a Hickory, Elm
and Beech, thence S. 12. E. 134 poles crossing
Rush Creek to a Hickory, Elm, and Beech thence
S. 78 W. 80 poles to 2 white oaks in the line of survey
No. 9917 thence with said line N. 9 1/2 W. 134 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 *John C. Work*

the sum of *four hundred and forty four* dollars and _____ cents, for *his*

damages, together with \$ *8, 85* 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 *John C Work* recovered against the said *David W. Cunningham*

as of record is manifest. Also, \$ *2, 42* increase of costs, and the accruing costs

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

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.

Box. Packet No. 2. page 18

John C. Work

vs

David W. Cunningham

Debit	\$444.00
Damages	885
Costs	7.66
Increase	1019
	<u>\$470.70</u>

Sew	35
Wick	5
Ad	25
	<u>.65</u>

Prfer	2.75
	<u>3.40</u>

Received this writ April 18th 1845 I offered for sale at the Court House Door on the 26 day of May 1845. The property described withi having previously advertised the same as the law directs but no bid made for want of Bidders,
 Wm. M. Robinson Sheriff Ohio



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*

W. Cunningham, to wit: sixty five acres & fifty two poles
of Land, part of survey No. 9917 Bounded as follows, begin-
ning at 3 Beeches the N. E. corner of survey No. 9917 thence
N. 8. E 76 poles to a Hickory, Elm & Beech thence S. 12 E
134 poles, crossing Bush Creek, to a Hickory, Elm &
Beech; thence S. 78 W. 80 poles to two White oaks in
the line of survey No. 9917 thence with said line N. 9 1/2
W. 134 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 *John C. Work*

the sum of *four Hundred & forty four*

dollars and *Debt & \$ 8,85* cents, for *his*

damages, together with \$ *7.66* 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 *John C. Work*

recovered against the said *David W. Cunningham*

as of record is manifest. Also, \$ *10.11* 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 *John C. Work*

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

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *14th* day of *April* A. D. 1845.

John Cassil

CLERK.

John C. Work
vsDavid W. Cunningham
vendit with clause

Debt	\$444.00
Damages	8.85
Costs	7.66
Increase	18.14
Writs	"41

John G. 1857

Filed July 1. 1857
La Kin Kad p clerk
RecordedGeo. M. Parsons atty
for Plaintiff

Received this writ April 28 1857

Agreeable to the Comma of this writ I Seized upon the hay horse and oneamel horse May 12th 1857 the property Accotone Seize upon being in my opinion insufficient to satisfy this writ advertised the above personal property for sale by publication in the Maryland Tribune a newspaper published and in general circulation in Union County Ohio for more than thirty days previous to the day of sale ^{offered for sale} ^{at least ten days previous} to the day of sale by public action ~~on~~ the 23rd day of June A.D. 1857 ~~at~~ ⁱⁿ the day I conveyed the same to be sold at the Residence of the defendant and not sold for want of bidders

I Advertised the within described real estate for sale by publication in the Maryland Tribune a newspaper published and in general circulation in Union County Ohio for more than thirty days previous to the day of sale I offered to sell on the 30th day of June A.D. 1857 ^{at the day} ^{at least ten days} ^{previous to the} ten o'clock A.M. and four o'clock P.M. offered David real estate for sale by public outcry at the door of the court house in Union County and not sold for want of bidders

Received of the Defendant

June 21st 1857
one hundred dollars

Geo Milage	20
Arms	35
Sery	35
Acheeking	50
Postage	200
Printed	600
	\$71.40

July 1st 1857

Returned my keep \$5.40

William C. Muter Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting

WE command you to expose to sale those Lands and Tenements of

David W. Cunningham
containing 65 acres and 52 poles of land, Survey No 9917 bounded
as follows, beginning at 3 beeches the N.E. Corner of Survey
No 9917. thence N 8 E. 76 poles to a hickory, Elm & Beech, thence
S 12. E 134 poles crossing Rush Creek to a hickory, elm &
Beech. thence S 78 W. 80 poles to two white oaks in the
line of said Survey No 9917. thence with said line N 9 1/2
W 134 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 *John C. Work*

the sum of *Four hundred & forty four* dollars
and _____ cents for *his* Debt, to \$ *8.85* for *his* damages, together with
\$ *7.66* for _____ costs, with interest thereon from the *31st* day of *August*
A.D. 1842 until paid, which late in our said Court the said *John C. Work*

recovered against the said *David W. Cunningham*

as of record is manifest. Also, \$ *18.14* increase of costs, and the accruing costs.

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

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

James Kinrade
Witness, ~~JOHN CASSIDY~~, Clerk of said Court at the Court
House in Marysville, this *28th* day of *April*

A.D. 18*51* *James Kinrade* Clerk.

Ex Lib 277

John C. Work
vs

Davida W. Cunningham

Debt	\$444.00
Damages	8.85
Costs	7.66
Increased	29.95
This Cent	.41

Cr June 21, 1857, \$100

Recorded

Sept 9, 1857

Filed September 30, 1857
Jas Kirkcaldie clerk

Geo W Parsons atty for
Plff

Received this writ September 10th 1857
 A certified true within described Personal Property for
 sale by publication in the Maryland Tribune a
 news paper published and in general circulation in
 this county also for at least ten days previous
 to the day of Sept 26th I appeared as to wit on the
 26th day of September 1857, offered the same
 for sale by public auction between the legal heirs
 and not sole for want of Bidders

The real estate was not offered for sale for
 want of time to advertise
 September 30 to 1857

Fees

Melrose	1.10
advertising	.25
sums	35-

Printed Dec 13th 1857

William C. Mahan Sherry

The State of Ohio; Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale these Lands and Tenements of David W.
Cumrington Town, 65 Acres & 52 poles of
Land, Survey No. 9917 bounded as follows
beginning at 3 beeches the N.E. Corner of
Survey No. 9917. thence N 8 E. 76 poles to a Hickory
Elm & Beech. thence S. 12 E. 134 poles Crossing
Rush Creek to a Hickory, Elm & Beech. thence
S 78. W. 80 poles to two white Oaks in the line
of said Survey, No. 9917. thence with said line
N 9/2 W 134 poles to the beginning, also the
following Goods & Chattels, to-wit: One Gray
Horse and One Sorrel ~~mare~~
Horse

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 C.

Work
the sum of Four hundred & forty four dollars
and 85 cents for his debt. and \$8.85 for his
damages, together with \$ 7.66 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
John C. Work
recovered against the said David W. Cunningham

as of record is manifest. Also, \$ 29.95 — 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 afore-
said, then you are hereby commanded that you levy the same upon the good and chattels, lands and ten-
ements, or either, as the law shall permit, being the property of the judgment debtor, which together with the
property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same
before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto
said John C. Work

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 10th day of
September A. D. 1857
James Kinkade Jr. Clerk.

No 2 - 277

John C Work

vs

David W Cunningham

Debt \$444.00

Damages 8.85

Costs - 7.66

Quit from Aug 31/42-

Increases costs 13.18

Writ " 41

Filed May 28, 1850

J. M. Parsons

Recorded

Geo M Parsons
att'y

Received this writ December 14th 1849. advertised the within descri-
bed real estate for sale by publication in the Marysville Tribune a
newspaper published and in general circulation in Union County
for 30 days previous to the day of sale. in pursuance of said notice
I offered said Real estate for sale by public auction at the door
of the Court House in Marysville on the 27th day of May A.D.
1850 between the hours of ten O'clock A.M. and four O'clock
P.M. Not sold for want of bidders. there being no other
goods or chattels lands or tenements found whereon to levy.

Fees = mileage \$ 1.20

service .35

advertising .25

Pr fee 2.75

Philip Triden Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of *David W. Cunningham* Cont. 65 acres & 52 poles of land. Survey No 9917 bounded as follows. beginning at 3 beeches. the N.E. Corner of Survey No 9917. thence N. 8. E. 76 poles to a hickory Elm and beech; thence S. 12. E. 134 poles crossing Rush creek to a hickory, Elm & beech. thence S. 78 W. 80 poles to two white oaks in the line of said Survey No 9917. thence with said line N 9 1/2 W 134 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 *John C. Work*

the sum of *Four Hundred and Forty four* — dollars and _____ cents for his Debt. & \$ 8.85 for his damages, together with \$ 7.66 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 *John C Work*

recovered against the said *David W Cunningham*

as of record is manifest. Also, \$ 13.18 — 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 *John C Work*

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

James Kimbade Jr
Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 14th day of December

A.D. 1849 *James Kimbade Jr* Clerk.

Weark
vs
Cunningham

Pres -

Filed Sept 10. 1857
Chickadee for clerk

Columbus. Sep 6 1857

Dr Sir:-

If there is no execution
out on the judgment against Cunningham
favor of Mrs. Work I wish you would
do so, unless you have recd a good pay-
ment since the last court -

Respectfully

J. J. Kenrade Esq
1th Union St
Marysville

G. M. Parsons
Att, for plaintiff

Civil/Domestic Case File

Case No. 1842-CV-0056

No. 42-CV-56

Union Common Pleas Court.

Mains Wasson

Plaintiff,

AGAINST

W. H. Woods

Defendant.

AUG

1842

Judg vs Defendant

Journal

3

Page

41

Record No.

4

Page

52

Ex. Doc.

1

Page

276

Filed July 4th 1843

John Cassil. Clerk

Mains Mason) judgment August term
vs) 1842
W. W. Woods)

specie a vendi with a clause in
the above case

To the clerk of Court Common

Place Union Co. Ohio

Mains Mason

July 4th 1842

Union Com. Pleas.

Main Mason

W. H. Woods.

Recipe for St.

Filed Sept. 19, 1842.

John Cassil,
Clerk pro tem.

Mainw Mason

vs.

Wm. H. Woods.

The Clerk will issue an execution
in this case, directed to the Sheriff of
Union County.

Co. J. Castil, Clerk

of Court C. P. Union Co. O.

Sept. 19, 1842.

Mainw Mason

William W. Woods

ads.

Mains Wagon

Union Common Pleas:

And the said William W. Woods now comes, and ^{by his attorney Charles W. B. Allison,} and to the Court here says, that he can not pay say the declaration of the said Mains Wagon, but confesses and says that he is indebted to the said Mains Wagon in the sum of One hundred ^{two Dollars and} thirty One Cents, and hereby ^{all proceeds & debts there of,} and releases that May accrue in the endition of judgment, and waives all right & benefit of appeal in behalf of the said William W. Woods, and prays the Court here to render a judgment ~~against him~~ ~~in favor of the plaintiff~~ ~~for the said sum of One Hundred and twenty two Dollars and thirty One Cents, and also for interest, and costs of suit.~~

By Charles W. B. Allison

his atty

(Recorded.)

Union Common Pleas:
 Mains Wagon
 vs
 William W. Woods. } Name

Damage \$122.51

AUG 1842

Union County, O. } Court of Common Pleas.
August Term A. D. 1842.

Mains Napton Complains of William
M. Woods in a plea of Assumpsit: for that whereas the
said William M. Woods, on the 20th day of August A.
D. 1842 at Union County, Ohio, made his promissory
Judgment Note in Writing, and delivered the same
to the said Mains Napton, and thereby promised
to pay to the said Mains Napton or Order one hun-
-dred and twenty two dollars and thirty one Cents,
in one day after the date thereof, which period has
now elapsed; and the said William M. Woods then
and there in consideration of the premises, promised
to pay the amount of the said Note to the said Mains
Napton, according to the tenor and effect thereof;
and the said William M. Woods then and there, in and
by writing contained in the body of said judgment note,
did authorize and empower any attorney at law of the
State of Ohio, in the name and behalf of said William
M. Woods, to appear in any Court of record and to
waive process, and service thereof, and to confess
judgment in favour of the holder of said judgment
note, for the amount thereof, with interest & costs;
And the said Defendant did then and there, in
manner aforesaid, release all errors that may
accrue in the rendition of said judgment, and waive
all right and benefit of appeal.

Yet the said William M. Woods hath disrepa-
-red his promise touching the payment of said sum of
money, and hath not paid the said sum of money
or any part thereof; to the damage of the said
Mains Napton two hundred dollars; and there-
-upon he brings suit, &c.

By Othoay Curry, his Atty.

Union Common Pleas.

Maine Mason v. H. H. Woods.

Damages, . . . \$123.51
Costs, . . . 7.66
This writ, . . . 0.41

Rec^d Sept. 19. 1842

levied Sept. 19 on one
Panel Horse & 1 (Elastic
Spring) Bugger Waggon
and on the 26 Sept on
1 ~~Panel~~ Hand, Waggon
by order of J^{ff}, returned
without Sale by order of
J^{ff} ^{Nov 27 1842} W Steele Sh^{ff}

Acro — 35
Mile — 5
\$40

Filed Nov. 2, 1842.

John Casil, Clerk p^t.

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,

Mains Mason
recovered against William W. Woods

as well the sum of One Hundred and Twenty Two dollars
and Fifty One 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 there-
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

William W. Woods,

you cause to be made the 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 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 Mains Mason.

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

WITNESS ^{John Cassil, pro tem} ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House
aforesaid, this 19th day of August,
A. D., 1842.

Attest:

John Cassil, ^{Clerk, pro tem}

Union Common Pleas.

Mains Wason

v.s.

William W. Woods.

Damages,	\$122.51
Costs,	7.66
Increase,	0.81
This writ, - - - -	0.41

In the State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, held and adjourned at the Court House in Marietta,

A. D. 1881

dollars

of the sum of \$122.51

cents

the sum of \$130.38

of the sum of \$130.38

Witness my hand and seal of said Court at the Court House

in Marietta Ohio this 14th day of August 1881

Attest

A. D. 1881

Sherriff

County

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, Mains Wason

recovered against William W. Woods,

as well the sum of One Hundred and Twenty Two dollars and Fifty One 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, ^{as we have heretofore commanded you,} that of the goods and chattels, and for want thereof, of the lands and tenements of the said

William W. Woods,

you cause to be made the damages and cost aforesaid with interest thereon from the 31st day of August, A. D., 1842, until paid. Also, the sum of \$0.81 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 Mains Wason.

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

WITNESS ^{John Cassil} JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 16th day of March, A. D., 1843.

Attest:

John Cassil, CLERK.

union common Pleas

Mains Wagon

vs

W. W. Wood

Damages	122,51
Costs - -	7,66
moreover	122
Writ - - -	41

Rec^d this writ July
4. 1843. levied by
instruction of Jlf
upon 1 Black Horse
25 yds Carpetty, 1 Clock
2 Tables 3 beds & bedding 2
sets Chains & 1 Rocking Chair
July 5. 1843.

W W Steel Phy

Lew 35

Mile - 5

Filed July 7. 1843 40

John Cassil Clerk

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

We command you to expose to sale those goods and chattels of William
W Woods

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 Mains Wagon

the sum of one hundred and twenty two dollars
and fifty one cents for his damages and
seven dollars and sixty six cents costs
with interest thereon from the 3rd day of August A. D. 1842 until paid,

Also, \$ 1.22 increase of costs, which late in our said Court the said Mains Wagon
recovered against the said

William W Woods

as of record is manifest. And if in your opinion the property remaining in your hands not sold will be in-
sufficient 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 judg-
ment 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 Mains Wagon

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 4th day of July

A. D. 1843.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1842-CV-0057

Wm. Con. Mley

McCoy 48

9

Geo. W. Cherry
implied with
Mr. Ron -

Star

Asst.

Filed Sept. 1st 1862

For H. Hill Club

(Recorded.) 188. 21

Last bill made

M

The State of Ohio,

Court of Common Pleas.

Mon County, ss.

Term, A. D. 18*42*

George W. Cherry Plaintiff of said County hereby relates and takes
as to *William Bonwell* and *Cherry* Defendant in this suit, *to answer unto* *Wm. C. M.*

and *William A. Macey* Plaintiff in this suit, of a plea of
Assumpsit, &c. For that, whereas, the defendant, on the *20^c* day of *October*

in the year of our Lord one thousand eight hundred and *forty one* at *Manly*

County aforesaid made this promissory note in writing, and then and there
delivered the same to *the plaintiff* by the name of *the firm aforesaid*

and thereby, then and there, promised to pay unto the said *plaintiff*, by the
name foresaid, or order, *Seven hundred* dollars and *no cents*, in

six months after date thereof; *which period has now elapsed*, and the said

~~the same to the said plaintiff, whereof the said defendant then and there had notice, and then and there, in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.~~

Also, for that whereas, the said defendant, afterwards, to wit, on the *20^c* day of *October*

in the year of our Lord one thousand eight hundred and *forty one*
at the county aforesaid, *he* indebted unto the plaintiff in the further sum of *fourteen*

hundred dollars, for so much money before that time by the plaintiff lent and advanced
to, and paid, laid out and expended for, the defendant, at *his* request; also in the further sum

of *fourteen hundred* dollars, for so much money before that time, then and there had and
received by the defendant for the use of the plaintiff, also in the further sum of *fourteen*

hundred dollars, for the price and value of goods then and there by the plaintiff sold and
delivered to the defendant at *his* request; and so being indebted *by* the defendant in

consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid,
then and there undertook and promised the plaintiff to pay *the* the said several sums of money

when thereunto afterwards *he* should be requested so to do. Yet the defendant, although often
afterwards requested, has not paid said several sums of money to the plaintiff or any part thereof;

but *he* to do so has altogether refused, and still do neglect and refuse, to the damage of the
plaintiff *fourteen hundred* dollars, and therefore *he* bring suit, &c.

By *G. J. Macey*
Plaintiff

Filed May 17th 1843
John Capie
W.

Mr John Cassil

Clerk of Court Com Pleas Union Co.

Sir. You will please give a Writ immediately
in the case of Mr Coy Woodmley against Robt Cherry
and they

Mr Coy Woodmley

May 15th 1843.

M^r Coy et al,
v.
Cherry & Ross

Receipt for Est.

Filed Nov. 10, 1842.
J. Cabril, Clerk.

McClay Co
Cherry & Plum

Im - Elm

M. G. Co

G. S. Sora
alt - pl

To the Clerk U. Co -

\$605.82

Ex. Docket, page 450

McCay, Work & McCall Co.

vs

George W. Cherry
& William Ross

Damages	\$ 688.82
Cost	8.32
Increase	20 65
Writ	41

Ca. July 4 th 1843	\$ 250.00
.. Nov. 2 nd 1843	60.00

Filed May 4. 1847
Wm Capil Clerk

Recorded

Received this writ March 10th 1847
 No goods or chattels lands or tenements found
 whereon to levy
 Fees Service 35
 mileage 5
 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 8th day of November A.D., 1842.

Robert W. McCoy, John C. Work & William A. McCoy
~~recovered against~~ trading under the title of McCoy, Work & McCoy
recovered against George W. Cherry & William Ross
as well as the sum of six Hundred & eight dollars and
eighty two cents for their ~~debt, as the sum of~~
damages as also the sum of

\$ 8,32 cents, for for their cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said George W. Cherry & William Ross

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 \$ 20,65 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 McCoy, Work & McCoy

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 13th day of March
A.D., 1847.

John Cassil Clerk.

Union Common Pleas.

M'Boy, Work & M'Leary
vs.
Cherry & Ross.

Damages, ——— \$608.82
Costs, ——— 8.32
Writ, ——— 0.41
Rec^d this writ Nov 19 1842

Service — 35
Mile — 35
Inquest. 1.00
Appoint Return 15
Appraisers 1.50
Advt^s — 3.25

6.60

Filed March 27th 1843
John Capil Clerk

No Bond made for entry from a Whoreon to every lineal when 138
aces of land Survey No 5506, Beginning at a dog wood and
Oak in the North line of said Survey, thence, $19^{\circ}30''$ E 118 poles + 19
links to a Birch + Sugar tree, in the line of James Lines land thence with in
line N 79 E. 28 poles + 7 links to a beech + hickory + Cherry & E corner to
said James land, thence with said James land N $63^{\circ}30''$ E 10 poles + 7 links
to a stake fence N $79^{\circ}50''$ E. 170 poles to a stake in the line of lot
No 3 of said Survey, thence N $90^{\circ}30''$ W. 122 poles + 74 links to an Elm
+ Hickory in the original North line of said Survey thence, N $79^{\circ}50''$
W 198 poles + 7 links to the beginning of the corner by the corner of Edgell
McLford James & Langage + W. West at 225 in area, Advertisment
the same for sale March 25. 1843. No 5 sold for want of Bidders
W W 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 *Eighth* day of *November*, A. D., 1842, *Robert W. McCoy, John C. Work and William A. McCoy* recovered against *George W. Cherry and William Ross,*

as well the sum of *Six hundred and eight* dollars and *Eighty Two* cents, for *their* damages, as the sum of \$ 8. 33 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

George W. Cherry and William Ross,

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 \$ 0.41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said *Robert W. McCoy, John C. Work and William A. McCoy.*

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 *18th* day of *November*, A. D., 1842.

Attest: *John Cassil,* CLERK.

Rec^d this with May 17. 1843. - Advertised the Property
 (agreed to be sold to the State in such cases made and prior
 on the 1st day of July. As 1843. - Offered the Property on
 the 1st day of July 1843. Agreed to the advertisement by
 Public outcry - and the same was struck off and
 sold to Maria Mann, for the sum of 24^h a cow he
 being the highest and best bidder and best being
 the 2^{ys} of the appraised value thereof. —
 Duly W^m 1843. —
 W. M. Steele Sheriff

158 acres.

\$ 316

Union Common Pleas

McCoy, Work & McCoy

vs

Cherry's Daps

Damages	+ 608.82
Costs	8.32
Increase	7.01
Writ	41

Lew	.35
Mile	.05
Advtg.	25
Found	4.22
Pr. fee	2.50
	<u>9.37</u>

Filed July 4th 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 *lands and tenement*
of George W. Cherry & William Raps

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 *M'Coys*
Wark & M'Coys
the sum of *Six hundred and eight dollars and*
eighty two cents and \$ 8.32 cents costs
with interest thereon from the *eighth* day of *November* A. D. 1842 until paid,
Also, \$ *7.01* increase of costs, which late in our said Court the said *M'Coys Wark &*
M'Coys recovered against the said
Cherry & Raps

as of record is manifest. ~~And if in your opinion the property remaining in your hands not sold will be in-~~
~~sufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the~~
~~goods and chattels, lands and tenements, or either, or the law shall permit, being the property of the judg-~~
~~ment 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 *M'Coys Wark & M'Coys*

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

Witness, John Cassil, Clerk of said Court, at the court-house

aforesaid, this *17th* day of *May*

A. D. 1843.

John Cassil Clerk.

Union Com. Pleas.

M' Coy, Work & M' Coy
vs.

Ross & Cherry.

Receipts.

Filed Aug. 31, 1842.

James H. Gill, Clerk.

Robert W. McCoy
John C. Cook
William A. McCoy
late partner, under the
firm of McCoy, Cook & McCoy

William Ross
George W. Perry
late partner, under
the name of Ross & Perry

Answer

Issue summons returnable forthwith
Dancy \$1400. Endorsed suit ^{on a note} on a note
dated Oct. 20. 1841 at 6 months
to plaintiffs for \$700 with interest per date.
Also good and true note shall may be to
Sept. 31. 1842 —

F. Jordan
Atty. for def.

To the Clerk
C. C. P.
Union Co.

Plca
Mr. Ron
at

McCoy & Co.

Filed Nov 5th 1842
Jamm Capie
Lusk

McCoy v. McCoy

vs

~~James McCoy~~

William Ron

And it said dependent by Lawton by atty.
com. & defend, the array says who he and
plea say ~~he~~ did not answer a promise
in manner as for the Plaintiff he
at theor complain agent ~~then~~ of
this put themselves up the court

By W. C. Lawrence

~~James McCoy~~

Union Commerce News

McCoy Nash & McCoy,
late partners under the firm
of McCoy, Nash & McCoy
vs.

William Ross & Geo. W. Cherry,
late partners under the name
of Ross & Cherry.

~~Case by C. H. Gill, Clerk~~
~~vs. Wm. Ross & Geo. W. Cherry~~

Filed August 31, 1842.
Served
Mile 0.5
Copy 1.5
7.5

Filed August 31, 1842.

Jas. H. Gill, Clerk.

Just tried on a note dated Oct. 20, 1841, at 6 months to
plaintiff for \$700, with interest from date -
also, for proceeds, and also labor money
lost, &c.
Aug. 31, 1842.
G. Swanwick,
att'y for defts.

Aug 31 1842 James Swannwick vs Ross
Cherry - American Dem not
found. Wm. Nash & McCoy

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Mrs Ross & George W. Cherry late partners*
under the firm of name of Ross & Cherry

to appear

forthwith, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court-House in said County to answer unto *Robert W. McCoy John*

C. Work & Mrs A. McCoy late partners under firm of McCoy Work
and McCoy

in a plea of *assumpsit* Damages *fourteen hundred* Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of
said Court, at the Court-House aforesaid, this

31st day of *August* A.D. 1842

James H. Gill CLERK.

Civil/Domestic Case File
Case No. 1842-CV-0058

No. 42-CV-58

Union Common Pleas Court.

Robert M. Cory et al
Plaintiff,

AGAINST

Haris Wooster
Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

JUDGMENT VS DEFENDANT

for \$608 ²²

Recorded &
Indexed

Journal 3

Page 37

Record No. 4

Page 65

Ex. Doc.

Page

Wm Con Ryan

McCoy Wash
L McCoy

Main Mason

Star & Ast.

Filed Sept 18 1862
Las H Eric Club

(Recorded.)

108. 800
Cost bill made

S. W.

The State of Ohio,

Court of Common Pleas,

Wm County, ss.

Term, A. D. 1842-

Aug.

Morris Mason

Defendant in this suit, ~~was summoned~~ to answer unto ~~Robert W. McCloy~~ plaintiff, in this suit, of a plea of Assumpsit, &c. For that, whereas, the defendant on the ~~20~~ day of ~~October~~

in the year of our Lord one thousand eight hundred and ~~42~~ at ~~Marysville~~ ~~in~~ ~~saia County~~ made by promissory note in writing, and then and there delivered the same to ~~the plaintiff~~ by the name of ~~de Clay~~ ~~Mark de Clay~~ and thereby, then and there, promised to pay unto the said ~~plaintiff~~ by the name foresaid, or order, ~~Seven hundred~~ dollars and ~~eighty~~ cents, in

~~Eight months~~ after date thereof; which period is now elapsed, and ~~the~~ ~~same~~ ~~to~~ ~~the~~ ~~said~~ ~~plaintiff~~ ~~whereof~~ ~~the~~ ~~said~~ ~~defendant~~ ~~then~~ ~~and~~ ~~there~~ ~~had~~ ~~notice~~ and then and there, in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.

Also, for that whereas, the said defendant afterwards, to wit, on the ~~20th~~ day of ~~July~~ in the year of our Lord one thousand eight hundred and ~~42~~ at the county aforesaid, ~~my~~ indebted unto the plaintiff, in the further sum of ~~four~~ hundred dollars, for so much money before that time by the plaintiff lent and advanced to, and paid, laid out and expended for, the defendant at ~~his~~ request; also in the further sum of ~~four~~ hundred dollars, for so much money before that time, then and there had and received by the defendant for the use of the plaintiff also in the further sum of ~~four~~ hundred dollars, for the price and value of goods then and there by the plaintiff, sold and delivered to the defendant at ~~his~~ request; and so being indebted ~~to~~ the defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county ~~of~~ said, then and there undertook and promised the plaintiff, to pay ~~the~~ the said several sums of money when thereunto afterwards ~~he~~ should be requested so to do. Yet the defendant although often afterwards requested, has not paid said several sums of money to the plaintiff or any part thereof; but ~~to~~ to do so has altogether refused, and still does neglect and refuse, to the damage of the plaintiff's ~~four~~ hundred dollars, and therefore ~~he~~ bring suit, &c.

By ~~G. S. Mason~~
Atty.

Suit bro't. on a note dated Oct. 20, 1841, at 6 months to
Plaintiff, for \$700, with interest from date - also,
goods sold, work and labor, money lent, &c.
Aug. 31, 1842. C. Trueman, Atty. for defts.

Winnon Common Pleas.

M'Coy, Work & M'Coy

vs.

Mains Mason.

Served by Certified Copy

Aug 31. 1842

Wm W Steele Shuff

Sew	.35
Mile	-.05
Copy	15
	<u>15</u>
	\$.55

Filed Aug. 31, 1842.

Jas. H. Gill,
clerk.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Mainis Mason* _____

to appear
forthwith, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court-House in said County to answer unto *Robert W. McCoy,*
John C. Work, and William S. McCoy, partners under the name and firm
of McCoy, Work & McCoy, —
in a plea of *Assumpsit:* Damages *Fourteen Hundred* Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of
said Court, at the Court-House aforesaid, this
31st day of *August,* A.D. 184 *2.*

James H. Gill, — CLERK.

Union Com. Pleas.

M'Coys, Work & M'Coys

vs.

Mains Watson.

Receipts.

Filed Aug. 31, 1842.

James H. Gill,
Clerk.

Roni M. McCoy

J. C. Mott

Milham A. McCoy

last partner with the name
and firm of McCoy Mott & McCoy

Mains Wason

Is in a summary judgment with danger

\$1400 - Under Seal Crypt - a note value

\$ Act 20. 1841 - at the md. to plaintiff for \$700

with what he had - also good, good note &

learn may last &

Act. 31. 1842 -

Amherst

J. S. Mott
1843

Civil/Domestic Case File
Case No. 1842-CV-0059

Civil/Domestic Case File

Case No. 1842-CV-0060

No. 42-CV-60

Union Common Pleas Court.

Samuel Dixon

Plaintiff,

AGAINST

Conrad Woolley

Defendant.

April 1843

Jury vs Defendant,

Journal

3

Page

114

Record No.

4

Page

145

Ex. Doc.

Page

Transcript

Samuel Dixon

vs

Conrad Willey

Filed Aug 31. 1842

Jas H Hill Clerk

\$61.53 Principal
369 Interest

\$680.52

(Recorded.)

State of Ohio vs Christian Weiss a Justice
County of 3 of the peace in and for the
Township of Maresack in the
County of Union do hereby certify
that the foregoing is a correct Trans-
cript of the proceedings had before me
in the cause aforesaid
Given under my hand & Christian Weiss Justice
and seal this 9th day of
January 1842

Samuel Dixon
assignee of M Beard
& L Turner; vs
Conrad Wally
Dock Bail for
John Deck
Sept 61 - 53

Justia fee on original
judgement \$ 1.35
costs do 1.28
to M Brown
to Mr. Thompson 11
Justia fee on this
suit 6 1/2
Court do 25
appeal Bond 25
This Transcript 3 1/4

Execution issued to Mr Thompson
a const & made return in due time
no property found hereon to levy
Suit brought by Scirefacias
against Dock Bail on his
recognizance

April 6th 1842 Scirefacias
issued against Conrad Wally
directed to M Brown a const.
and made return in due time
served by reaching fee 25 cents
The defendant Conrad Wally
appeared by himself and counsel
on the 15th day of April 1842
after hearing the above judgement
is therefore suspended until the
23rd inst. for consideration

after due consideration it is ad-
judged that the Plaintiff Sam-
uel Dixon assignee of M Beard &
L Turner obtain a judgement

against Conrad Wally for the sum of Fifty one
Dollars and Fifty three cents and costs of suit

I the action of Samuel Dixon assignee of M
Beard & L Turner against Conrad Wally I Daniel
Swall do acknowledge myself bail for the appellant
in the sum of One Hundred and Twenty five Dollars
to be levied of my goods and Chattels lands and ten-
ements if default be made in case the appellant
shall be condemned in the action aforesaid and shall fail
to pay the condemnation money and costs that have
accrued and the costs that may accrue in the Court of
Common Pleas

Signed Daniel Swall
Taken signed and acknowledged before me
on the 2nd day of May 1842
Christian Myers J

And two hay stacks, all sold to David Dixon for three dollars - 2 $\frac{1}{2}$. Execution levied on four bags and one whip bags sold to D Dixon for one dollar & forty one cents and whip sold to J Brauner for 25 cents. Last execution returned by Wm Thompson, a constable No property found whereon to levy 6th April 1842, seire facias issued against Bookstall directed to Mr Brown a const., make a return of reading to Conrad Holly.

State of Ohio
Union County SS }

To Myers J. P.

I Christian Myers a former Justice of the Peace in & for the Township of Mill Creek in the County and State aforesaid do hereby certify that the above is a correct true & correct of the proceedings had before me in the above case. Given under my hand & seal this 19th day of April 1842.
Christian Myers Seal

S. Dixon Assignee
18 } Transcript
John Decker

Samuel Dixon
Assignee of M Beard
and S Turner

John Decker
Debt \$ 80.61
Justice fees 35-
1st Paid Bond 25-
Execution 25-
2 Execution 25-
3 Execution 25-

Suit brought on note purporting
to be given by John Decker
transferred from Beard to Turner
and from Turner to Dixon
dated 17th October 1834. due two
years after date, with interest.
Amount \$ 59.00
November 26. Summons issued
not. November 27. The defend-
ant John Decker, appeared and
confessed a judgement in
favor of the plaintiff Samuel
Dixon for the sum of Eighty dollars
and fifty on costs and costs of

Suit taxed at 35 cents.

In the action of Samuel Dixon Assignee of Michael
Beard and S Turner, against John Decker. I Conrad
Wally do acknowledge myself bail for John Decker
for the stay of execution in the sum of Eighty one
dollars and twenty five cents to be levied of his goods
and chattels land and tenements. If default be
made in the conditions following, which is that the said
John Decker shall pay the above judgement including
costs together with the interest and costs that may
be taken signed and acknowledged signed Conrad Wally
before me on the 6 of Decr 1840 }
C. Myers J.P.

August 23^d 1841. execution issued to M. Brown Constable
Sept 22^d 1841. execution issued to M. Brown Const.
Dec: 3^d 1841. execution issued to M. Brown Const.
1st Execution returned levied by const. to on one
undivided one third of two fields of Corn.

Samuel Dixson
assignee of M Bean
and L Zomer

By
John Decker

Scire facias for
Conrad Wolley

Debt \$ 80.61
interest 658

This writ 25

8744

or 2566

Balance \$ 61.78

Filed Dec 5th 1842

John Capie Clerk

found the within scire facias by returning to
Conrad Wolley on the 11th day of April
1842 mileage 10 cents
Mark Broom

State of Ohio }
} Any Constable of the Town
} of Union County }
} Sheriff of Millcreek - Greeting
Whereas Samuel Dixon - assigned of M Beard
& L Turner recovered judgement against John
Deck ~~for~~ for the sum Eighty Dollars and
Sixty one cents on the 27th day of November
A D 1840 as appears of record and whereas Conrad
Wolby on the 6th day of December in the year
A D 1840 became Surety on behalf of the said John
Deck for the payment of the amount of the judge-
ment aforesaid together with the costs and interest
and the costs that might accrue to the said Sam-
uel Dixon as appears by the recognizance
of the said Conrad Wolby which judgement
interest and costs remains due and unpaid
This is therefore to command you to sum-
mon said Conrad Wolby to be and appear
before me Christian Myers at My office in
the Township of Millcreek in the said County
on the 15th day of April A D 1842 at the hour
of 1 o'clock P M of said day to show cause if
any there be why judgement should not be
rendered against him for the debt interest &
costs aforesaid and ^{why} execution should not issue
therefor and of this writ make legal service and
due return Give under my hand and seal this
6th day of April A D 1842 Christian Myers Seal
Justice of the Peace

Brought over
said Comrs & Wolley for the amount of the said
debt interest & costs. From which judgment the
appeal was taken, by the said Wolley, the prayer
of the plaintiff is, that judgment be reversed and
the said Wolley for the amount of the judgment
interest and costs made in the Court below, and
also in this Court, and that he be allowed an extra
therefor.

By P. Bleak his atty.

last bill made

Samuel Dixon
& Sam. Nat.
in vs. J. A.
Comrs Wolley

Filed Dec. 5th 1842
John Caple
Clerk

By P. Bleak

State of Ohio. Court of Common Pleas 100.
Union County p Term A D 1842

Samuel Dixon
Conrad Wolley } on Sci. F. a.

This Cause comes into Court on an appeal from the Docket of a Justice of the peace, & upon the said Samuel Dixon Complainer of the said Conrad Wolley.

For that whereas the said Samuel Dixon as assignee of M. Beane and S. Turner, recovered a judgement against John Deck for the sum of eighty dollars and sixty one cents, on the 27th day of Nov^r A D 1840, as appears of record on the Docket of Christian Myers a Justice of the peace of Mill Creek Township Union County Ohio, And whereas afterwards on the 5th day of December A D 1840 the said Conrad Wolley, became surety on behalf of the said John Deck for the payment of the amount of the above ^{named} judgement, together with the costs and interest, and the costs that might accrue to the said Samuel Dixon, as appears by the recognizance of the said Conrad Wolley on the Docket of the said Justice of the peace, ^{which judgement interest & costs remain due and unpaid} And whereas the said Justice of the peace afterwards on the 6th day of April A D 1842 issued a writ of Sci. F. a. against the said Wolley to appear, on the 15th of the same month and shew ^{cause} why judgement should not be rendered against him, for the debt interest and costs of record And to shew Cause (if any there was) why execution should not issue therefor, which writ was duly served and returned, and afterwards on the 15th day of April 1842 judgement was by the said Justice of the peace rendered against the

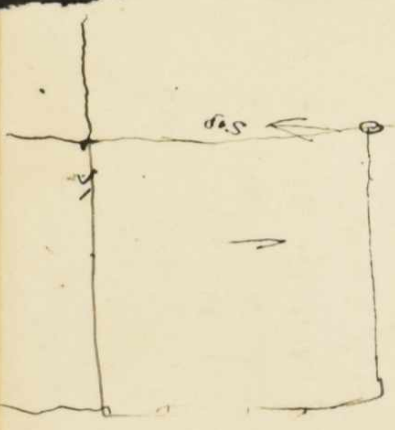
Union Common Pleas

Damage \$65.22
 Costs 12.23
 Writ 41

Samuel Dixon
 vs
 Conrad Wally

Law 35
 Mile 75
 Inquest 1.50
 Appraisal 15
 Ad. J. 2.75
 App fee. 5.00
 1.50
 \$6.50
 Filed July 1st 1843
 John Capital Clerk

Rec^d this writ - May 21. 1843. Mr Parsons property found
 whereon to levy. Leised May 27. 1843. upon 18 acres of land
 January 29 1848. bounded on follows Beginning at a stake with
 a weather vane the south west corner of the land bought by per
 Deed of D Lewis and in the line of Mr Melanby land, thence
 S 79 E 76 poles, to a stake, S E corner to a side track, land, also
 first west corner to pole marks land, thence N 11 E. 40 poles to a
 stake to a stake in the line of J. Smith land thence N 90 W. 76
 poles to a stake in W. May land thence S 17 W. 40 poles to the
 beginning & Appraised by the Oaths of Mr. Maye Mr. Melanby
 & Isaac Anderson on the 26. day of June 1843. At
 Western docters per case, Advertised the same to be sold
 July 1st 1843. Not sold for want of bidder July 2nd 1843
 NW side left



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 19th day of April A. D., 1843 Samuel Dixon

recovered against Conrad Wolly

as well the sum of sixty five dollars
and twenty two cents, for his damages, as the sum of \$ 12,23
for his costs and charges in that behalf expended, as of record is manifest. You are there-

fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said
Conrad Wolly

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of
April A. D., 1843 until paid. Also, the sum of \$,41 the costs of increase
on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court
House aforesaid, on the first day of our next term, to render unto the said Samuel Dixon

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House

aforesaid, this 17th day of May
A. D., 1843

Attest;

John Cassil CLERK

Samuel Dixon
vs
Conrad Wally

Damages	65 22
Cost	12 23
increase	6 91
Writ	41

Rec^d this writ July 29.
1843. Offered the property
for sale Oct 7 1843. (having
previously advertised the
same according to law)
but found no bidders
Oct 7 1843.
W. W. Steelbuff.

Sew	35
Mile	05
Advt	25
Shuff. Fee	65
Dr. Fee	2.50
Total	3.15

Filed October 19th 1843
John Capil 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 Conrad Wally* to wit *eighteen acres of land part of survey No. 2998* bounded as follows; *beginning at a stake, (Witness a water Maple the south West corner of the land bought of Jos. Deek of P. Duvall and in the line of Wm. McCaulys land then S. 79 & 76 poles to a stake S. E. corner to said Deek land also south West corner to Jos. Smart's land then N 11 E 40 poles to a stake in the line of John Smart's land, then N 11 W 76 poles to a stake W. Hays, land then S. 79 & 40 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 *Samuel*

Dixon
the sum of *sixty five dollars and twenty two cents* for his damages and *twelve dollars & twenty three cents* costs with interest thereon from the *19th* day of *April* A. D. 1843 until paid,

Also, \$ *6.91* increase of costs, which late in our said Court the said *Samuel*

Dixon recovered against the said

Conrad Wally

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 lay 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 courthouse 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
aforesaid, this *29* day of *July*

A. D. 1843.

John Cassil Clerk.

Rec^d this writ Nov 18. 1844. - Offered the property as within described. At the Court House on the 12th day of March A.D. 1844. Having previously advertised ~~the same~~ and appraised the same by the Oaths of John Gamble James Thayer and Aaron Tossy three Judicious disinterested freeholders of Union County at nine dollars & thirty three cents per acre And the same being advertised & appraised as offered for Sale Agreeable to Statute in such cases made and provided was sold & struck off to Martin Brown for the sum of One hundred and twelve dollars that being the two thirds of the appraised value & he being the highest and best bidder therefor March 12. 1844. M^r W. Steele Sheriff N.C.O.

Union Com. plan No 52

Saml Dixon

vs

Conrad Wolly

Damages \$65.22
 Costs 12.23
 Increase 10.47
 Writ .41

a

Service	35
Mile	35
Inquest	1.00
Appraiser	.15
Advertising	25
Found:	2.24
	<hr/> 4.34
Penalties	3.00
	<hr/> 7.34
Appraisal	10.50
	<hr/> \$18.84

John Mack 16. 1844
 John W. Steele Clerk

New Appraisement

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale these *lands and tenements of Conrad Wolly, to wit: eighteen acres of Land Survey No. 2998 bounded as follows Beginning at a stake in the top a water Maple the south west corner of the land bought by John Deek of D. Duval and in the line of Wm McCarleys land thence S 79. E 76 poles to a stake S. E. corner to said Deeks land, also southwest corner to John Smarts Land thence N 11 E 40 poles to a stake in the line of John Smarts land thence N 11 W 76 poles to a stake W. Hays, land thence S. 79 E. 40 poles to the beginning. And before sale, to cause the same to be re-appraised which our Court has ordered, and*

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy *Samuel Dixon*

the sum of

~~dollars and~~ *sixty five dollars & twenty* ⁽²²⁾ ~~cents,~~ for *his* _____

damages, together with \$ *12.23* _____ for his costs, with interest thereon from the *19th* day

of *April* A. D. 1843 until paid, which late in our said Court the said *Samuel Dixon*

recovered against the said *Conrad Wolly* _____

as of record is manifest. Also, \$ *10.47/100* _____ 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 afore-~~

~~said, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tene-~~

~~ments, 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 *Samuel Dixon* _____

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

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *18th* day of *November* A. D. 1843

John Cassil

CLERK.

Rec^d this writ May 3^d 1844. - I offered the property described writ^e for sale by public outcry at the Bar of the Court House, in the Town of Champville, - on the 25th day of June 1844 between the legal hours. Having previously advertised the same according to law - and the same being so exposed for sale as aforesaid was sold as stands off to Martin Brown for the sum of One hundred and twenty ~~three~~ ^{two} dollars he being the highest and best bidder therefor and that being the true value of the aforesaid value thereof June 25. 1844

N. W. Steele Sheriff

Union Corn Pleas ²118.

Samuel Dixon

vs

Conrad Wolbey

Damages	\$65.22
Costs	12.23
Increase	20.47
This writ	.41

A	
Sew	— 35
Mile	— 05
Advtg	25
	<hr/> 65
Printers fee	3.00
	<hr/> \$ 9.65

Filed June 25. 1844

John Cassin Clark

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 Conrad Wolley*
to wit; *Eighteen acres of Land Survey No 2998 bounded as follows Beginning*
at a stake withup a water maple the South West Corner of the land bought
by John Decks of D Durall and in the line of William McCauley's land
thence S 79.5 76 poles to a stake S.E. corner to said Decks' Land, also
South West corner to John Smarts land thence N 11 E 40 poles to a stake
in the line of John Smarts Land, thence N 79 W 76 poles to a stake
in H Hays land thence S 11 W. 40 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 *Samuel Dixon*

the sum of *Sixty five* dollars and *Twenty two* cents, for his damages, together with \$ $12 \frac{23}{100}$ for his costs, with interest thereon from the 19th day of *April* A. D. 1843 until paid, which late in our said Court the said *Samuel Dixon* recovered against the said *Conrad Wolley*

as of record is manifest. Also, \$ $20 \frac{47}{100}$ 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 *Samuel Dixon*

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 *third* day of *May* A. D. 1844.

John Cassil CLERK.

Union Com. Rec.

Dixon
185
Bally

Filed July 29th 1843
J. Cassin M.

Samuel Dixon

¹⁸

Conrad Wally

} Union Court, Plead,
} for judgment,

- Issue a writ in the above

Case

To the Clerk of the Court,

July 29th 1843,

P. B. Boole
for Plaintiff!

Dixon

vs

Wally

Prccipe

Samuel Dixon
vs.
Louis Ad Nally) Judgement

- issue a vendi['] to sell & reappraise
the Land ~~taken~~ levied on in this case
Nov^r 15, 1843.

P. B. Leale Atty for
self.

Union Com. Pleas

Samuel Dixon

18 1/2 Pracey Co
Execution

Conrad Holly

Filed April 25, 1843.

John Carmel
Clerk.

Samuel Dixon } Union Court Please
Conrad Holly } Judgment April Term 1843.

- Issue an execution on the above
Judgment.

April 25. 1843

To John Cassil Esq. Clerk

W. D. Deale Atty for Plaintiff.

$$\begin{array}{r} 2-51 \\ \underline{25} \\ 111 \\ \underline{11} \\ 177 \end{array}$$

8
 8
 10
 10
 10
 10
 10
 44
 12
 13
 18
 36
 108
 100

Filed April 23, 1844
 John Casp. Clark

Issued May 3rd 1844
 John Casp. Clark

Samuel Devon }
18 }
Conrad Wally } in judgement in the Court
of Can pleas

Issued a vendi that the Land
levied on this case may be exposed to sale
April 23^d 1844

P. B. Lab
Atty for Pltff

Civil/Domestic Case File
Case No. 1842-CV-0061

Civil/Domestic Case

1842-CV-0061

located with

Supreme Court Case

1842-SC-0012

Civil/Domestic Case File
Case No. 1842-CV-0062

No. 42-CV-62

Union Common Pleas Court.

John Beer

Plaintiff,

AGAINST

Lewis Brock.

Defendant.

April 1843,

Judg vs Default.

Journal 13

Page 119

Record No. 4

Page 104

Ex. Doc.

Page

Previous report, in part, dated Dec. 9, 1841, to wit:

"In compliance with an order, &c. we would report that we carefully examined said route, as reported on the above plat, and are of opinion that said route, if established, would be of public utility, as it would spare an out-let to a better extent than we have the way of getting out - and the ground is as good as common, and the route tolerably direct. All of which is respectfully submitted.

Signed:

Wm. Purget,
George Foster,
Wm. C. Shippen, } Messrs.

O. G. Kennedy, Auditor
Union Co.

Kroh Road.

John Grew
✓ 7. Transcript
Lewis Black & Als
Filed Sept. 1. 1842
Jas. H. Eric Clark

From Commissioners' Minutes, Union County, touching
the Keok road:

Dec. 7, 1841. - This day Lewis Keok filed a petition for a road from
Mayville & London road to Mayville & Sagar Mill road - read the
first time - Mr. Midget, Mr. Fipa & Jesse Porter, appointed
Viewers - Mr. B. Grinn, Surveyor.

March 8, 1842. - The report upon the following roads, which were read
yesterday, were also read this day, to wit: The Keok Road, - 1st
reading of said reports.

~~Jan 7, 1842.~~ - ~~The report of viewers for damages~~

March 8, 1842. - John Geer, John Roush, George Roush, and
Adam Bloomershire presented their application for damages for the
Keok road, running through ^{or upon} their premises, whereupon William
Porter, Saul Wood, and Jacob Parthayore were appointed
to view said premises, and report thereon to next session of
this board.

June 7, 1842. - The report of viewers for damages on the
Keok road, ^{de.} was brought up, read, and disposed of as follows: A-
warded to the Keok road, \$30, ^{de.} upon which they were laid
over to their next session.

June 10, 1842. - This day \$5 damage awarded to John
Geer on the Keok road, was this day received, and so much
of the Road ordered to be opened as lies between the Kinder
School House and Keok's land, on the line of Geer's
land.

A true copy.

August 30, 1842.

O. C. Kennedy,
Auditor U. C.

Union Corn plews

Scioto ~~Stari~~

To } Rook Road

Commissioners Union Coy

Served by delivering this
writ to Commissioners
W B Iron Sept 1. 1842
A W Steele Sheriff

Law 25
Mile 5
40

Filed Sept 1. 1842
Jas. H. Gill Clerk

Recorded

The State of Ohio Union County ss

To the Commissioners of said County Greeting

You are hereby commanded that a certified transcript of the Record and proceedings of a certain Road called "the Park Road" lately pending before you, 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 the County of Union forthwith

Witness James W. Gill Clerk of said Court this
1st day of September A.D. 1842

James W. Gill Clerk

John Lee

of 3 centonaw bond

Lewis Tuck

Filed September 1. 1862

James H. Gillett

Recorded

I know all men by these presents that we John Gees and
Leonard Gees are held and firmly bound unto Lewis Heck
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 1st day of Sept. A.D. 1862

The condition of the above obligation is such that whereas the said
John Gees has obtained the allowance of a writ of certiorari to remove
into the Court of Common Pleas of said County the consideration
of a decision of the Commissioners of said County upon a Road
lately pending before them called "The Heck Road" now if
the said John Gees shall well and truly pay all costs and
charges which have accrued or which may accrue in the prosecuting said
writ of certiorari together with the amount of any judgment that may
be rendered against the said John Gees in the further trial of said cause
after said decision of said Commissioners shall have been set aside
or reversed then this obligation shall be void other in full force and
virtue in Law

J. L. Gees. Seal
L. Gees. Seal

This Manuscript -
Auditors fee, \$0. 31/4
O. C. Kennedy,
Auditor U. S.

Filed Sept. 1. 1862
James W. Gill Child

Recorded

Extract from the minutes of the Commissioners of Union County;
relative to the Kroh road:

"Dec. 7, 1841. - This day Lewis Kroh filed a petition for a road from Ma-
=ysville and London road to Maysville and Sagar Mill road - read the
first time - Mr. Kinget, Mr. Piper, and Jesse Foster appointed Viewers;
Mr. B. Irwin, Surveyor.

March 8, 1842. - The report upon the following roads, which were read
yesterday, were also read this day, to wit: "The Kroh Road," &c. "First reading of said
Reports.

Same day. - John Geer, John Roush, George Roush and Adam Bloomershire
presented their application for damages for the Kroh road, running through or upon
their premises, whereupon William Porter, Saul Wood, and Jacob Pauthamore
were appointed to view said premises, and report thereon to next session of
this board.

June 7, 1842. - The report of viewers for damages on the Kroh road, ^{&c.} read
brought up, read, and disposed of as follows: Awarded to the Kroh road \$30, &c.
&c. "upon which they were laid over to their next session."

Report of Viewers for assessment of Damages:

"April 25, 1842. - To the Hon. the Commissioners of Union County -

Pursuant to an order to us directed, we the undersigned would respectfully report, that we
have viewed the contemplated road, designated as the Kroh road, and have assessed
damages in favor of the applicants named in the said order, as follows, to wit:

In favor of John Geer \$5.50 - John Rouse \$10.00 - Geo. Rouse \$11.00,
Adam Bloomershire, \$4.00.

Respectfully submitted.

Mr. Porter,
Saul Wood,
Jacob Pauthamore, Viewers.

I hereby certify that the above views
were shown on the above report before me.

William B. Irwin, J. P.)"

Minutes Continued - June 10, 1842. - This day \$5 damage awarded to John Geer on the Kroh
road, was this day received, and so much of the road ordered to be opened as lies between the Sinder
School house and Kroh's land, on the line of Geer's land."

Sept. 1, 1842.

A true copy.

O. C. Kennedy, Auditor U. C.

Recorded

John Quer } in certiorari from
vs } the Judgment of the
Lewis Brook } County Commissioners
~~at Albany~~

John Quer prays of the court
this writ of certiorari on the annexed transcript
and assigns for error

- 1st that the entry does not show that there was
twelve petitioners praying said road
- 2nd Error that it does not appear that the report
of Viewers was read on two several days
- 3rd the road as ordered does not agree with
the report or petitioners

By W^m C. Lawrence
his atty

Wm Con Pleas

John Guer

vs
Lewis Cook

errors

Filed April 19.

1843

J Cassil Clerk

Recorded

John Guer }
vs } Certiorari from
Lewis Rook } the Commissioners
Court

The Plaintiff now comes and
errors on the return of the Auditor to the
writ of Certiorari
assigns 1st That the report of the viewers
appointed to locate said road do not as
required report nor consider the private injury
sustained by proprietors and others on the road
2nd that after the whole subject of the road and
the report of viewers for damages were in
on the 7th June 1842 postponed to the next
session the same was again taken up and
acted upon

3rd Third that ~~and~~ the road was not ordered to
be opened when a part was

4th That the final action of the
Commissioners on the subject was
partial and not responsive to the petition
or report of the viewers

By W. C. Lawrence his atty

Krohn Case.

This transcript \$1.00

Cost bill made

Recorded

Opened at request of court
April 11, 1843.

By John Cassil, clerk of the Court of Common Pleas,
Union County,

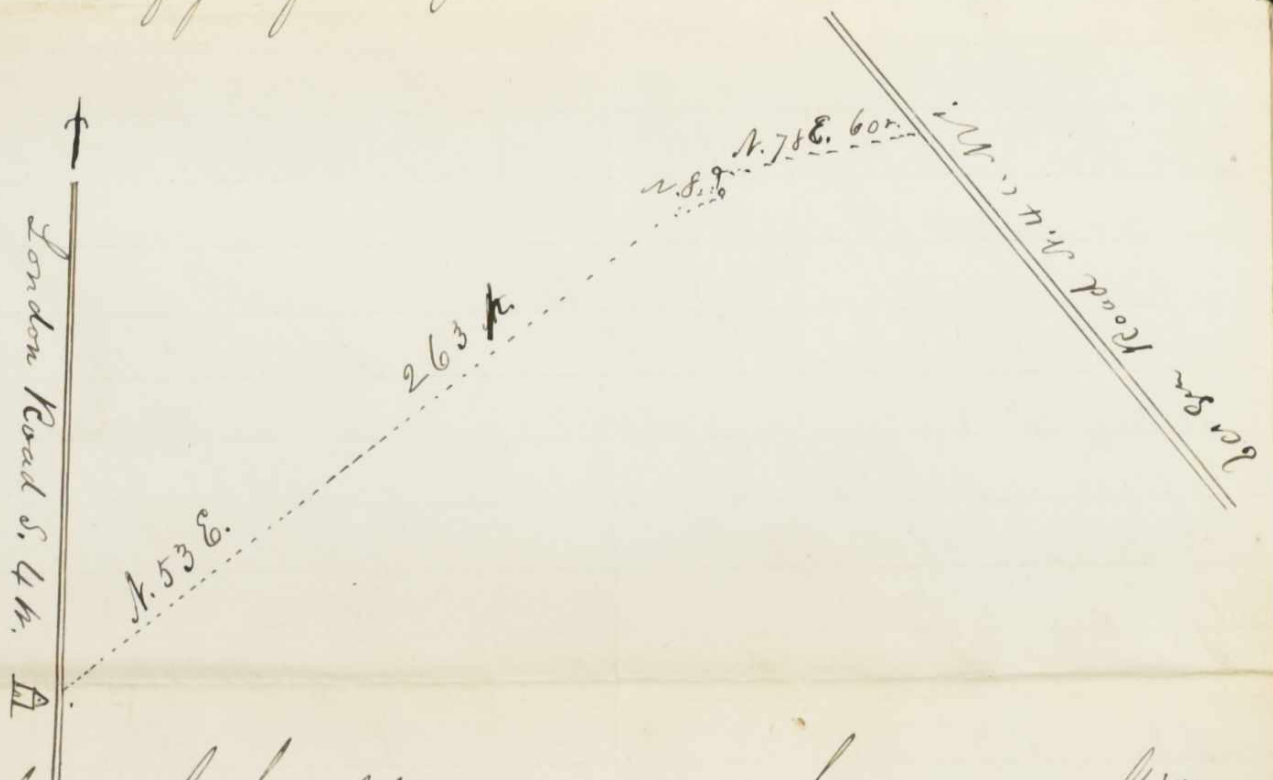
Transcript of Krohn Road,
See \$1.00

Ohio.

21

Whereupon, on the 7th day of December, 1841, Lewis Kroh executed his bond as follows, with James Reed 1st his security, to wit: "Know all men by these Presents, That we, Lewis Kroh & James Reed 1st are held and firmly bound unto the State of Ohio, for the use of the County of Union, in the penal sum of Ten Dollars, to the payment of which we bind ourselves, if default be made in the condition of this bond. Now the condition of this obligation is this: Whereas the above named Lewis Kroh has this day presented a petition for a Road, and an order has been made thereon for a view - now if said viewers, report favorably, and said road be finally established, then this bond to be null and void; otherwise to remain in full force and virtue in law. Lewis Kroh *Seal*
 Dec. 7, 1841." James Reed 1st *Seal*

Said Report of said Viewers and Surveyor hereinbefore appointed, reads in the words and figures following, to wit:



I hereby certify that I proceeded under the direction of William Kinget, William Piper & Jesse Porter, Viewers, to survey a proposed county road as follows: Beginning at the London Road at Snider's School house, in the line of Snider & Geer; then with their line N. 53 E. on their line & the line of Kroh & of John & George Rouse 163 p. to their corner in the line of Bloomerskine's land; then with his & John Rouse's line N.

10 N. 8 poles to Bloomshire's corner; then with their line N. 75 E. 60 poles to the Sugar Road - all of which will appear by the above plat.

December 9th, 1841. Wm. B. Irwin, Surveyor.

In compliance with an order from the Board of Commissioners of Union county, in which we were appointed Viewers of a proposed County road, would report, that after being sworn as the law directs, we carefully examined sd. route, as represented on the above plat, and are of opinion that sd. route, if established, would be of public utility, as it would open an out-let to a settlement that have no way of getting out; and the ground is as good as common, and the route tolerably direct - all of which is respectfully submitted -

December 9th, 1841. Wm. Mingot, Jesse Porter, Wm. C. Piper, Viewers.

We hereby certify that John Reed & James Reed served as chain carriers on the within road. Wm. Mingot, Jesse Porter, Wm. C. Piper, Viewers.

Union County, Dr. To services in locating the Kook road:

Viewers - William Mingot	one day	\$1.00
William Piper	" "	1.00
Jesse Porter	" "	1.00
Chain carriers - James Reed	one day	75
John Reed	" "	75
Surveyor - William B. Irwin	one day	1.30
		<hr/> 6.00

From Commissioners' minutes, March 8, 1842: "The Report upon the following Roads, which were read yesterday, were also read this day, to wit: The Kook Road," &c. - first reading of said reports."

And on the day last aforesaid, "John Geeg, John Roush, George Roush and Adany Bloomshire presented their application for damages for the Kook road running through or upon their premises - Whereupon, William Porter, Samuel Wood & Jacob Parthenaw were appointed to view said premises, and report their deliberations thereon to the next session of this board.

Whereupon, the following Bond was filed:

Know all men by these Presents, That we, John Geeg, George Roush,

Adam Bloomershine, John Roush & Leonard Geer, are held and firmly bound unto the State of Ohio, for the use of Union County, in the sum of ten dollars, for the payment of which well and truly to be made we bind ourselves, our heirs, &c. if default be made in the condition following: Whereas, the said, John Geer, George Roush, Adam Bloomershine & John Roush have this day had viewers appointed to view & assess, the damages sustained, by them each of them by reason of the Rock road, running through or upon their or either of their lands - Now if damages shall be assessed, then these presents to be void - otherwise in full force.

Auditor's office, March 8th, 1842.

John Geer,
 George Roush,
 Adam Bloomershine,
 George Roush,
 John Leonard Geer."

The Report of the viewers for damages reads as follows, to wit:

"April 25th, 1842. To the Hon. the Commissioners of Union County: Pursuant to an order to us directed, we, the undersigned, would respectfully report, that we have viewed the contemplated road, designated as the Rock road, and have assessed damages in favor of the applicants named in said order, as follows, to wit:

In favor of John Geer,	\$5.50
" " John Roush,	10.00
" " George Roush,	11.00
" " Adam Bloomershine,	4.00

Respectfully submitted.

Wm. Porter,
 Samuel Woods,
 Jacob Parthemore, } Viewers.

I hereby certify that the above viewers were sworn on the above report, before me. William B. Inwin, J. P.

From said Minutes of June 7, 1842: "The reports of viewes for damages on the Kroh Road was brought up this day, and read and disposed of as follows: Awarded to the Kroh road thirty dollars and fifty cents, upon which it was laid over to their next session."

From said Minutes of June 10, 1842: "This day five dollars damage awarded to John Geer, on the Kroh Road, was this day received, and so much of the road ordered to be opened as lays between the Snider ~~the~~ School house and Kroh's land, on the line of Geer's land."

I hereby certify that the above is a "manuscript of the Record and proceedings of a certain road called the Kroh Road, with all things touching the same, as fully as the same are now before the Commissioners of Union County."

O. C. Kennedy, Auditor of Union County.

Marionville, ~~April~~ April 10, 1843.

In obedience to the within order, I have the honor to submit the following "transcript of the Record and proceedings of the Krohn Road:"

Extract from the Minutes of the Commissioners of Union Co. Dec. 6, 1841:

"This day Lewis Krohn filed a petition for a Road from Marysville & London Road to Marysville & Sagar Mill Road - read for the first time - Wm. Kinget, Wm. Piper & Jesse Porter appointed Viewers, to meet at the Snider School house on the 9th inst. Wm. B. Irwin, Surveyor."

Said petition reads as follows: "To the honorable the Commissioners of Union County: The petition of the undersigned humbly represent, that they, conceiving it would conduce to the public convenience, if a road was established agreeable to the following boundaries, to wit: Beginning at the School house near John Geas, & running on the line, between said Geas & Peter Snider; and thence with the line of Lewis Krohn's land; and thence on the line between John Rouse, George Rouse, A. Bloomershire & George Rouse, so as to open a communication between the road from Marysville to London, & the road from Marysville to Sagar's mill. Your petitioners therefore pray that your honors would appoint suitable characters, to view the ground as aforesaid, & make report to you according to law, & your petitioners will pray, &c. Sept. 25th, 1841."

Misford Curran
Gyulifur Gyöb
Wissau Wiskindner
Philizong Luyzert
George Legenderson
John Lejeft
Geo. J. Cherry
John Park
W. W. Woods
Samuel Weaver

John Reed 107
Thomas Reed
Sextus Kendal
John Kliban
Philizong Luyzert
George Wiskindner
John, David Morrison
Beal Sellman
Misford Kiron
James Reed 107

Civil/Domestic Case File

Case No. 1842-CV-0063

No. 42-CV-63

Union Common Pleas Court.

Simon Shurt

Plaintiff,

AGAINST

Abel Hutchison &
John Reynolds

Defendant.

April 1843.

Judg vs Defendr

Journal 3

Page 113

Record No. 4

Page 42

Ex. Doc. 1

Page 315

Simon Shack
5.3

Abel Hutchinson

& John Raymond

Papers in Repl

Filed Sept 5 1842

John Capil Clerk

Protem

Simon Shark

vs
Abel Hutchinson &
John Raymond

Replevin in Union Common Pleas
Damages \$10000
The Clerk will issue a writ
of Replevin for One Bay Horse
3 years old last spring

A Halo Atty for
Plff

Simon Shark makes oath that he has good right
to the possession of the goods and Chattels described
in the precepe and that they are wrongfully detained
by Abel Hutchinson & John Raymond and that 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 whatever, issued against the said plaintiff

Simon Shark

Sworn and subscribed this 5th day of
September 1842 before me

John Capie Clerk
Protem

Union Common Pleas

Simon Sharts

v. { wnt. Replevin
}

Abel Hutchinson &
John Raymond

Served by delivering Horse
to J. Sharts, & taking bond
& by leaving a copy of this
writ for A. Hutchinson left
6th 1842 & by copy on
John Raymond left 9th
1842. W W Steele Sheriff

Few	55
Mile	50
Inquest.	1.00
Copies	30
Apprs	1.50
Bond	50
	<u>\$4.35</u>

Filed sept 9th 1842
John Caple Clerk
Protem

The State of Ohio Union County So
To the Sheriff of said County Greeting
We Command you that without delay you cause
to be replied unto Simon Shick the goods and
Chattels following to wit. One Bay horse (three years
old last Spring) which Abel Hutchenson and
John Raymond wrongfully detain from the said
Simon Shick's said, and also that you
summon the said Abel Hutchenson and John
Raymond to appear at the next term of our said
Court of Common Pleas to be held within and
for the County of Union to answer unto the said
Simon Shick for the Unlawful Detention of the
goods and Chattels aforesaid Damages one
hundred Dollars, and have you then true this
writ

Witness John Capil Clerk pro tunc
of said Court, at the Court House
in Marysville this 5th day of September
AD 1842.

John Capil Clerk Pro tunc

Wm Con pleas

Wm. Shirk

vs Rep: Bond

A Hutchins &

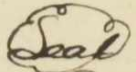
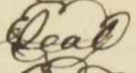
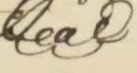
John Raymond

Filed Sept 9th 1842

John Capel Clerk

Protem

Know all men by these presents that we Simon Shirk
John M Blue & James Hamilton — are held and
firmly bound unto Abel Hutchinson & John Raymond
in the penal sum of One hundred Dollars lawful
money to the payment of which well and truly to
be made We bind ourselves our heirs & executors
& Administrators firmly by these presents sealed
signed & delivered by us this 6th day of Sept
- 1842. The condition of this bond is this Wharea
the said Simon Shirk has this day sued out of
the Clerk's office of the Court of Common Pleas
of Union County for 1 bay Horse three years old
last Spring. which said writ is returnable to next
term. of said Court. Now if said Shirk does
well and truly appear at the next term and
prosecute his suit to effect and pay all dam-
ages and costs that may be awarded against
him then this obligation to be void otherwise to
remain in full force & virtue in Law

Simon Shirk 
John M. Blue 
James Hamilton 

In Union Common Pleas

Simon Shack

vs
Abel Hutchens et al

Subpoena

Law	50
Mile	30
Copy	10
	<hr/> 90

Filed April 10th 1843
John Capil Clerk

Answer by means in ~~English~~ ^{English} Shirk, Jth Archard & Leardi Wigle
& by Keefy on, Johnathan Shirk Apr 11. 1843
W. W. Steen Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Johnathan Shark, Elijah Shark*
John Orackud & Corbin Nigle
to be and appear before our Court of Common Pleas of said County, at the Court house, in the
town of Marysville, ~~forthwith~~, to testify and the truth to speak on behalf of *Simon Shark*

in a certain
matter in controversy in our said Court depending: wherein *Simon Shark*
plaintiff, and
Abel Hutchenon & John Raymond are defendant.

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

Witness *John Cassil*
~~James W. Gill~~, Clerk of said court at the court house

aforsaid, this *14th* day of *April* A. D. 1843

John Cassil
CLERK.

Union Common Pleas.

Simon Thirk

Shel ^{or} Butcher et al

Served by reading April

14. 1843.

W. W. Steele Sheriff

Law 12[~]

Mile 45

Filed April 15th 1843

John Caplinger

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Joshua Judy*

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the ~~first~~ ^{second} day of next Term, ^{at 9 o'clock, A.M.} to testify and the truth to speak on behalf of ~~bring with him the Execution on which the levy is entered, made by, Constable on this Horse about which we are lawing; as wanted on this trial without fail,~~ *Simon Shirk* in a certain matter in controversy in our said Court depending: wherein *Simon Shirk*

is plaintiff, and

Abel Hutchinson & John Raymond are

defendant^s.

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

John Cassil,
Witness ~~James H. Gill,~~ Clerk of said Court at the Court house
aforesaid, this *13th* day of *April,* A. D.
184 *3.*

John Cassil, — CLERK.

Filed Sept 9th 1822
John Capitel
Protem

The undersigned being called upon by Mr Steele Sheriff of
Union County Ohio to appraise one Bay Horse three years
old, Replevied by Union Shirk of A F Hutchinsan & John
Raymond after being duly sworn upon Actual view
we do appraise Said Horse at Thirty three
dollars given under our hands and seals this 6th day
of September A D 1842

David Shurster Seal
Lucian Griffin Seal

The above appraisers were called, & sworn by me to appraise Said
property Sept 6. 1842

W W Steele Sheriff

Wm. Cou Plas

Abel Hutchinson
John Raymond
ad } Pla
Simon Shirk

Jan Dec 19th 1842
Jas M Cassell

State of Ohio Union County ss

Abel Hutchinson &
John Raymond } Union Com Pleas
vs } Now term 1842
Simon Shirk } And the said defendants
Come and defend &c and say that they do not wrong-
fully detain the goods and chattels specified in dec-
laration or any part thereof in manner and
form as the plaintiff has therein alleged and
of this they put themselves on the country and
the defendant doth the like &

By Mr Lawrence

And the said defendant Abel Hutchinson
further says that the said Simon Shirk ought
not to have his aforesaid action against him be-
cause he says that at the time when the wrongful de-
taining of the said Horse in the declaration mentioned
is supposed to be the property and possession of the said
Horse was in this defendant's hands and not wrong-
fully by virtue of a writ of execution directed to
him and delivered to this defendant as constable
which he then was upon which said writ a levy
was made in favor of the firm of Davis & Har-
rington upon said horse as of the good and chattels
of Jonathan Shirk the rightful owner of the
Horse aforesaid and this he is ready to verify
wherefore he prays judgment if the said Simon
ought to have or maintain his action aforesaid
against him &c By Mr Lawrence his atty

Simon Marks

→

Chas. Hutchings
& John Pugh

St. Louis

Filed Nov 14th 1842
John Pugh Clerk

best bill made

(Recorded.)

John Pugh

In Union Common Pleas. Nov
Term 1842

Simons Shanks complains of Abel Hutchens
and John Raymond in a plea of Replevin for
that the said Defendants on the 4th day of Septem-
ber 1842 at Union County aforesaid were possessed of
certain goods and chattels of the said Plaintiff
to wit one Bay Horse... taken three years old
last spring. (meaning the spring next previous to said
4th day of September) to be delivered to the said
Plaintiff when the said Defendant should
be thereto afterward requested. Yet the said
Defendants though requested so to do, have
not delivered said horse to the said Plf
and so the said Defendants wrongfully
detain the same from the said Plf.
to his damage 100⁰⁰ and therefore he sues
2c

A Hall atty
in Plf

Simon Shirk

vs

A. Hutchinson

&
John Raymond

Served by reading
Apr. 19. 1843.

W W Stebbins

Law 12 1/2
Mile 95

6 7/8

Filed Apr. 19. 1843.
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *John^{no} Blue, Jr.*

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of *Simon Shirk* in a certain matter in controversy in our said Court depending: wherein *Said Shirk is* plaintiff, and *Abel Hutchison is* defendant.

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

Witness *John Castle,*
James H. Gill, Clerk of said court at the court house

aforsaid, this *19th* day of *April,*

A. D. 1843.

John Castle, CLERK.

Shirk

vs.

Hutchinson.

Filed April 13, 1843.

J. Cassil,
clerk.

Abel H. Hutchinson

vs
Simon Shirk

Replevin
for April term 1843
Lancaster

Joshua Ledy with the execu-
tion on which a levy is entered made by Const
on this Horse about which we are Lawing
are wanted on this trial with out
Fail

By Wm C Lawrence


his atty

~~King~~ Shark
}
Davis et al }

Shark
~~King~~ Wants. Johnathan Shark
Elyah Shark. John Orakud
Corbin Nige. Mr. Leuk send
for them for next time

W. A. A. A.

Samuel Osh
Miss Com-Plus.

Place a stone, 

Stone Corner. tent moved away

Shirk
is
Heitchensaw } June Subpoena for John Bluff
Kallatty

Union Common Pleas

Simon Shark

vs

Abel Hutchinson
& John Raymond

Damages	\$ 800.01
Cost Diffs	12.91
" Diffs	15.15
Writ	41
	<hr/>
	\$ 28,48

28
40
50

June 19. 1843 - \$29.72

Rec^d July 6. 1843

10.95 - Com^y Order

11.00 Cash

2 25 Notary Receipts

W. M. Steel *W*

Serv 35

Mile 3

Pound 56

96

Filed July 7 1843

John Cupple
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 19th day of April A.D., 1843 Simon Shank

recovered against Steve Hutchinson & John Daymond

as well the sum of _____ dollars

and one cents, for his damages; as the sum of \$ 12.91

for costs and charges in that behalf expended, as of record is manifest. You are there

fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

Steve Hutchinson & John Daymond

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of

April A.D., 1843 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 Simon Shank

also the cost of his said Hutchinson and Daymond amounting to \$ 15.75

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

Witness JOHN CASSIL, Clerk of said Court, at the Court-House

aforesaid, this 20th day of May

A. D., 1843

Attest;

John Cassil Clerk

Civil/Domestic Case File
Case No. 1842-CV-0064

No. 42-CV-64

Union Common Pleas Court

Oliver C. Kennedy
Plaintiff,

against

Josiah H. Williams
Defendant.

APR TERM, 1843

Discontinued at P'ty Cost

Journal 9 Page 99

Record No. **No Record** Page _____

Ex. Doc. _____ Page _____

Union Common Pleas.

Oliver C. Kennedy

vs.
Isaac H. Williams.

Recife.

Filed Sept. 12, 1842.

John Casil,
Clerk pro tem.

Cast till made

Oliver C. Remady }
vs. } In Assumpsit. Damages \$600.
Isiah H. Williams. }

Issue a summons, returnable at next term.
Endorse "Suit brought to recover the price and value of
~~work and~~ goods sold and delivered by the Plaintiff to
the deft. Also, for money received by the defendant
for the use of the Plaintiff," &c. &c.

James E. Wilson
Atty. for Plaintiff.

To Geo. Cassel, Esq.
Clerk of Court
Common Pleas,
Union Co. O

Dated this 12th day of Sept. A.D. 1842.

Union Common Pleas.

Oliver C. Kennedy
vs.
Isaiah H. Williams.
Summons.

Served by Certified Copy
Sept. 17, 1842
N.W. State Sheriff

Sew	35
Mile	25
Copy	15
	<hr/>
	75

Filed Sept. 17, 1842,
John Casil, Clerk
N. T.

"I was brought to recover the price and value of goods
bought and delivered by the Plaintiff to the defendant. Also,
for Money received by the defendant for the use of the
Plaintiff, &c. &c.

James E. Wilson Attorney
for Plaintiff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Isaiah H. Williams*

to appear

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

in a plea of *Assumpsit.* — Damages *Six Hundred* Dollars .
And have you then there this writ.

John Cassil
WITNESS, ~~JAMES H. GILL~~, Clerk *pro tem.*

of said Court, at the Court-House aforesaid, this

12th day of *September* A. D. 184 *2*

John Cassil, CLERK. *pro tem.*

Civil/Domestic Case File

Case No. 1842-CV-0065

Civil/Domestic Case

1842-CV-0065

located with

Supreme Court Case

1843-SC-0004

Civil/Domestic Case File

Case No. 1842-CV-0066

No. 42-CV-66

Union Common Pleas Court.

Jonathan Markle

Plaintiff,

AGAINST

Thomas James,

Defendant.

MAY TERM, 1845

DECREE FOR PLAINTIFF

Journal 3

Page 273

Record No. 4

Page 334

Ex. Doc.

Page

Union Common Pleas.

Jonathan Markle

^{vs.}
Thos. James & J. Bybold.

Replevin - App.

Filed Sept. 21, 1842.

John Castil,
Clerk pro tem.

Jonathan Mickle }
vs }
Thomas James & James }
Lybold } Damages 200 \$

Clerk will issue a writ of replevin
and endorse suit Bort to recover one large Wagon
Value of 100 \$ one iron grey horse of the
value of 100 \$ common size of the goods and
Chattels of Plaintiff
Wm C. Lawrence
att. for the plff

State of Ohio }
Municipal Court }
Personally appears J. Mickle
who being duly sworn says that
he has a good right to the possession of the above
described good and chattels and that the same are
wrongfully detained from him by defendants
and that they were not taken on any writ of Execu-
tion issued against the Plaintiff by defendants nor
for the payment of any fine judgment or amercement
against him or on any writ of Replevin or other mesne
or final process whatsoever issued against him
Jonathan Mickle
Sworn to and subscribed before me Sept. 21, 1842.
John Cassil, Clerk pro tem.

Rec^d Fifty Cents in full of my fees as appears in the
within property Sept 21. 1842

Matthew Collins
Rec^d Sept 21. 1842 my fees in this case up to that
-since Wm Steele Sheriff

Union Common Pleas.

Jonathan Markle
vs.
Thomas James & James Lyford.

Writ of Replevin.

Served by reading to
Deft. Delivering property
to Plff & taking bonds
Sept 21. 1842

Wm Steele Sheriff

Recorded, 55
Lev. 25
Mile 25
Bond 50
Inquest 1.00
Appor. 1.00
3.30

Filed Sept. 21, 1842.

John Cassil,
Clerk pro tem.

Writ Bot. to recover one large wagon value of \$100
-one iron grey horse of the value of \$100 - common hire
of the road & chattels of Plaintiff
Lawrence, Atty

The State of Ohio, Union County, ss.

To the Sheriff of said County - Greeting:

We command you, that without delay you cause to be re-plevied unto Jonathan Markle, the goods and chattels following, to wit: "one large waggon, value of \$100; one iron grey horse of the value of \$100," which Thomas James and James Sybold wrongfully detain from the said Jonathan Markle, as is said - and also that you summon the said Thomas James and James Sybold 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 Jonathan Markle for the unlawful detention of the goods and Chattels aforesaid: Damages Two Hundred Dollars - and have you then these, this writ.

Witness John Cassil, Clerk pro tem of said Court, at the Court House in Mansville, this 21st day of September, A. D. 1842.

John Cassil, Clerk pro tem.

Union Com. Pleas.

Jonathan Markle

vs.

Thomas James & J. Sibold.

Replevin Bond.

Filed Sept. 21, 1842.

John Cassil,
Clerk p. t.

Recorded

Know all Men by these Presents, that we, Jonathan Markle, Cyprian Lee and Thomas Turner, are held and firmly bound unto Thomas James and James Sibold, in the penal sum of four hundred dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals, and dated this 21st day of September, A. D. 1842.

The condition of the above obligation is such, that whereas the said Jonathan Markle, on the day aforesaid, sued out of the Court of Common Pleas of Union County, Ohio, a writ of Replevin against the said Thomas James and James Sibold, for the following goods and chattels, to wit: One large waggon, value of \$100 - one iron grey horse of the value of \$100; and which said writ is returnable at the next term of said Court - Now if the said Jonathan Markle shall appear at the next term of said Court and prosecute his said writ to effect, and pay all costs and damages which shall be awarded against him, then this obligation shall be void - otherwise in full force.

Jonathan Markle
Cyprian Lee
Thomas Turner

Union Com Pleas

Inoth Markley
s } Appraisement

Thos James

Filed Sept. 21, 1842.
John Cassil,
clerk p.t.

We the undersigned being called upon by Mr. W. Steele
Sheriff of Union County Ohio, to appraise one large
road Waggon & one Iron Grey Horse, Replevied by
Johnathan Markley, of Thomas James on the 21st day
of September A.D. 1842, After being duly sworn, upon
Actual View we do appraise said Waggon at —
Seventy — — — — dollars & said Horse at
Forty two dollars & fifty cents ~~dollars~~ Given under our hands
and seals this ~~21st~~ 21st day of September A.D. 1842

Matthias ~~bold~~ Seal
H. White Seal

Personally appeared the above named appraisors and made
oath agreeably to the statute in such cases made and
provided Sept. 21st 1842 W. W. Steele Sheriff

In the case of ^Y Jonathan Marble } Union
vs } Com
Samuel Lybold } Pleas
and Thomas James } Replevin

It is agreed that this case may be continued and
that no judgment shall be rendered vs
Lybold for costs or otherwise

Wm Lawrence
att for plff
A Hall atty
for Defd

To the Clerk of the Court of Common
Pleas for the County of Wm. Ohio
Jonathan Clarke

vs
Thomas James et al. } Depositions taken, & directed by me
Joseph M. Kelpish, P.

27. 1845 at 22
of p. 11's att

J. Cassia
et al

1845-

Filed May 27

Rossil

Ok



Jonathan Marble

vs

Thomas James et al

In Union Court
Pleas

Replevin

The plaintiff will

take depositions to be read on the trial of
this case on the 26th day of April inst at
the office of Joseph M. Wilfisk J.P. in the Town
of London Madison County Ohio between
the Hours of Six A.M. and Six P.M.

April 18. 1845

Jonathan Marble

J. Schwanke's Legal review

elaboration

of the city

18th April 1845

Jonathan Markel } Action of Replevin pending in the Court
vs. } of Common Pleas of the County of Union
Thomas James et al } and State of Ohio.

Depositions of Witnesses taken before the Subscriber, a Justice of the Peace of the Township of Union in the County of Madison Ohio, pursuant to the enclosed notice, at my office in said Township on the 26th day of April A.D. 1845. between the hours of Six A.M. and Six P.M. to be read in evidence in a certain action of Replevin pending before the Court of Common Pleas of the County of Union and State of Ohio. Wherein Jonathan Markel is Plaintiff and Thomas James et al is defendants.

The Plaintiff and his Counsel present.

Stephen Moore of Madison County of lawful age, having been duly sworn, deposes as follows. In the year of 1842, I was doing Business as Deputy Sheriff for William T. Davidson then Sheriff of Madison County Ohio, and amongst other business there was a writ of Vendition expone put into my hands commanding the Sheriff to offer for sale one large Wagon and one Gray horse, Seized on as the property of John James at the suit of Oliver Tilletson, and the said property having been advertised for more than ten days to be sold at the residence of John James I attended with said writ and a bond given by said James and Jonathan Markel and demanded the said property the said James & Markel both present and the horse and Wagon could not be found James said that his son Thomas had taken the horse and Wagon away to haul flour from Springfield to Dayton and had not returned and he said James, said that he had been sick and was then in bed, had he been well he said he would have went after his son Thomas and had the property brought back, on the 22nd day of September the horse and Wagon referred to above was delivered to me at London in said Madison County by Jonathan Markel and by virtue of a writ of Vendition in the hands of said Sheriff was duly advertised and sold, it being the same property as referred to above, and further this deponent saith not. Stephen Moore

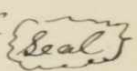
also at the same time and place appeared William T. Davidson
who being duly Sworn deposes and Says. About the 25th day of April
1842 I was Sheriff of Madison County Ohio. and there was an
execution delivered to me from the Clerk of the Court of Common
Pleas of said County of Madison in favor of Oliver Tillotson
against John James and Jonathan Markle dated 23rd day of April
1842 for the sum of Forty eight dollars debt and Six Dollars 72 cents
for his damages and nine dollars and 97 cents costs, and by
virtue of said execution, among other things levied on one
Large Wagon and one Gray horse as the property of said John
James, and took a delivery bond from said John James with
Jonathan Markle security with the understanding as I understood
that Markle was to have the control of said property so far
as to deliver it to me when ever I called on him for it. I believe
from what I saw that James was inclined to play some trick
and told Markle he had better watch him which I suppose
was Markle's inducement to have some lien on said property.
Some time in the latter part of September of the same
year I saw said property in the possession of Stephen Moore
my Deputy who told me that Markle had delivered
the same to him which property was afterwards sold
by my said Deputy as appears from the return on the
writ and the proceeds was applied to said debt and costs
and further this deponent this deponent saith not.

Wm. T. Davidson

The State of Ohio Madison County S.S.
I Joseph M. Helfish a Justice of the Peace within and for the
Township of Union in said County do hereby certify that the above
that the above named witnesses were sworn by me, to testify the
truth, the whole truth and nothing but the truth, in the case

before mentioned, and that the said depositions by them
respectively subscribed, were reduced to writing by me, and were
taken at the time and place specified in the enclosed notice.

Given under my hand and seal, this 26th day of April A.D. 1845.

Joseph M. Kelfish *J. P.* 

Justice's Fee's for 768 Words	76 cents
" Subpoena for 2 Witnesses	16 ^{cts}
" Swearing 2 Wits	8
" Stephen Moore	50
" William T. Davidson	50
	<hr/>
	\$2. 00 ^{cts}

Paid by John A. Markle 1845

Union Com Pleas

Jonathan Markle
vs
Thomas James
et al

Filed Dec 19th 1845

Amended die filed
Nov-20. 1845

Filed Nov. 20th 1845
John Casie
Clerk

Cost bill made

Recorded

State of Ohio Union County

Jonathan Markley Union Court Pleas
vs
November term 1842

Thomas James &
James Sibold Jonathan Markley complains
of Thomas James ^{and James Sibold} in a plea of Replevin for that the
defendants on the first day of September 1842 at the
County aforesaid were possessed of certain goods
goods & chattels of the plaintiff to wit one large
waggon of the value of one hundred dollars and
one Iron grey horse of the value of one hundred
dollars to be delivered to the plaintiff when then
the defendants should be thereunto afterwards
requested yet the said defendants though requested
so to do have not delivered the said goods & chat-
tels nor any part thereof to the said plaintiff and
as the said defendants wrongfully detain the
same from the said ~~defendant~~ plaintiff to his
damage two hundred dollars and thereupon
on he sues &c by Wm C Lawrence his

a 15

Civil/Domestic Case File

Case No. 1842-CV-0067

No. 42-CV-67

Union Common Pleas Court.

Thomas W Kazette,
Plaintiff,

AGAINST

Thomas James.
Defendant.

July 1843.

Settled at Refs cost,
Replevin,

Journal 3

Page 145

Record No. 4

Page 197

Ex. Doc.

Page

Union Common Pleas,

Thomas B. Kezettee

^{vs.}
Thomas James.

Recife & Affidavit in
Replevin.

Filed Oct. 1, 1842.

John Cassil
Clerk pro tem.

Recorded

Thomas W. Keyser

vs
Thomas James

In Replevin Damages. 100.00

The clerk will give a writ
of Replevin for one ^{By} Stud Horse

A. Hall *Atty. Gen.*
A. H.

State of Ohio Union County ss.

Thomas W. Keyser makes oath that he has good
right to the goods and Chattels described in the
above precepe and that they are wrongfully
detained by the said Thomas James 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 assessed against the said
Plaintiff

Thomas W. Keyser
Subscribed and sworn to this
4 day of October 1842 before
me
John Cassil, Clerk of Court

Union Common Pleas.

Thomas H. Regester
v.
Thomas James.

Bond.

Filed Oct. 1, 1842.
John Cassil, Clerk
pro tem.

Recorded

I know all men by these presents that we Tho^W Ke-
=zertee J. Cluzgag & H. Kezartee are held and firmly
bound unto Thomas James in the penal sum of One hun-
=dred and Sixty dollars Current money to the payment
of which well and truly to be made we bind ourselves
our heirs executors & Administrators firmly by these presents
sealed with our seals and dated this 1st day of October
A^D 1842

The Condition of this bond is whereas the said
Kezertee sued out of the Clerks Office of the Court of
Common Pleas of Union County O. on the 1st day of Oct.
A^D 1842 his writ of Replevin for One Bay Stud Horse
which said writ is returnable at next term of said
Court, Now if said Kezartee does well and truly
appear at next term of said Court & Prosecute his
said suit to effect + Pay all costs & Charges which
shall be awarded against him then this bond to be
void otherwise in full force

Thomas W Kezertee Seal
James Cluzgag Seal
H. Kezertee Seal

Union Common Pleas,

Thomas W. Kezettee

vs.
Thomas James.

Served by taking bonds
delivering Property to Off
& summoning J. James by
reading Oct 1. 1842
W W Steele Sheriff

Serv	35
Mile	5
Inquest	100
Bond	50
W. pain	100
	<hr/>
	2.90

Filed October 1, 1842.

John Cassil,

Clerk pro tem.

last bill made

Recorded

The State of Ohio, Union County, W.
To the Sheriff of said County - Greeting:

We command you, that without delay you cause to be
Replevied unto Thomas W. Ketztee the goods and chattels
following, to wit: One Bay Must Horse which Thom-
as James wrongfully detains from the said Thomas W. Ketztee
as is said - and also that you summon the said Thomas James
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 Thomas W. Ketztee for the
unlawful detention of the goods and chattels a-
foresaid - Damages one hundred dollars - and
have you then there this writ.

Witness John Cassil, Clerk pro tem.
of our said Court, this first day
of October, A. D. 1849.

John Cassil, Clerk pro tem.

Union Common Pleas.

Thomas W. Rozettee

Thomas ^{W.} James.

Appraisers Return.

Filed Oct. 1, 1842.

John Cassil,
Clerk pro tem.

We the undersigned being called upon by W^m W. Steele
Sheriff of Union County Ohio, to appraise 1 Bay Stud
Horse Replevied by Tho^s W. Regarter of Tho^s James.
After being duly sworn upon actual view we do
appraise said Horse at Eighty
dollars Given under our hands and seals this
1st day of October AD 1842

A. C. Truitt Seal
James Rufan Seal

Personally appeared the above named appraisers before
me W^m W. Steele Sheriff of Union County and made
oath agreeably to the Statute, that they would appraise
said property according to law give under my hand
this 1st day of October AD 1842 W^m W. Steele Sheriff

Umsou Cameron Tho

Walter Koyata

W³ Nupham

Thomas James

Subpoena for

James Schott of

Diana Wilke

~~Forthwith~~

Served by reading
Apr 18. 1843

W W Steele Jff

Law 25

Mile 05

.30

Filed April 18, 1843.
J. Casril, Clk.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *James Schott & David Wilson*

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 *Thomas James* —

in a certain

matter in controversy in our said Court depending: wherein *Walter Kogata is*

plaintiff, and

Thomas James is —

defendant.

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

Witness James H. Gill, Clerk of said court at the court house

aforsaid, this *18th* day of *April* — A: D. 1843.

John Cassil,

CLERK.

Union Common Pleas

Thomas W. Kezute

vs

Thos James

Served by reading
to James Sebald

Constant Vacon

+ David Welch, June

26. 1843. by copy on

J. Sebald July 4. 1843

W W Steelbuff

Serv .48

Mile 25

Copy 10

~~Filed John Capri~~

Filed July 4th 1843

John Capri llk

26
4
15

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

~~John B. Wells~~
James Sibald, Israel Sibald
David Welch, Constant Bacon, and

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

Thos James

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

Wm Kezenter is

~~Thomas James~~
plaintiff, and

Thos James is

defendant.

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

John Caspi
Witness ~~James H. Gilt~~, Clerk of said Court at the Court house
aforesaid, this *26th* day of *June* A. D.
1843.

John Caspi CLERK.

Kazeta
as 2 Prace
Januar 3 1850

Amich & Co. Wamby Wd
Kite & Wm. Court ix be Wm. Wm.

Walter Bagster

or

Thomas James

Rephain &

18th of Dec 1843

J. Leppell Clerk

Spina Subpaeue per James Lehall &
Dama Nibak as Waterpo for the Dept
returnable forthwith

all Bleamin Dfts atty

Filed July 26th 1856
Jas M. Capille

Thomas W. Kagertee

Union Com. Pleas

Thomas James

In this case the clerk
will please subpoena for James Sibolt, Israel
Sibolt, David Welch, Constant Bacon, to testify on
behalf of deff. at next Term of said Court.

June 2^d 1843.

John N. Young, atty. for deff.

Uman Common Phos

Thomas James

~~Thomas~~ Phos

Thomas W. agents

Filed April 19th 1869
John Cassie clk

Picardes

Common ally

Ursin Camman Plas 1845

Thomas James

~~or~~

Plas

Thomas W Kezeta

and the said Thomas James by Messrs B

Carroll his attorney comes & defends the wrong & injury which and
says that he does not wrongfully obtain the goods & Chattels mentioned
in the Plaintiffs declaration in manner & form as the said
Thomas W Kezeta hath charge thereof complained against him
& of this the said Thomas James puts himself upon the
Country &c

Messrs B Carroll Depts, atty

Union Common Pleas

Thomas James

advs Hear

Thomas W
~~Walter~~ Kayenta
1)

Filed April 18, 1843.

John Cassel,

Clerk.

all clear in all

Wm. C. C. 1845

Thomas James

do

Wm. W.

~~Walter~~ Kaye

Phase

And the said Thomas James by
Claus & Harwin his attorney comes & defends the record & injury
where he and says that he does not voluntarily admit the said
goods & chattels in the plaintiffs Declaration mentioned in manner
& form as the said Walter Kaye doth charge thereof
complaint against him & of this he the said Thomas James
puts himself upon the Country &

Claus & Harwin Deftly

Thomas W Kagert

Settlement

Thomas James

Filed July 6th 1849
Jas Cassell

Recorded

Water

Thomas W. Kezantec
s
Thomas James }

Replevin
In Union County Court
of Common Pleas

This cause is this day
fully settled at the costs
of the Plaintiff

July 6th 1843. Attest My
h Piff

M. J. A. Co. in atty for
Thomas James

In Union Com. Pleas

Thomas N. Keyster

Thomas James

Nov.

Filed Nov 14th 1912
J. H. H. Capital Clerk

Recorded

Hall m. P. H.

In. Union Court of Common Pleas
to November Term AD 1842.

Thomas W. Heyant complains of Thomas
James in a plea of Replevin for that whereas
the the said Thomas James on the 11th day of
the 11th day of September 1842 at Union County aforesaid
was possessed of one Bay. Steed Horse to be
delivered to the said Plaintiff when the said
Defendant should be thereto afterwards requested
yet the said Defendant though often requested
has not delivered the said horse to the said
Plaintiff and so the said Defendant wrong-
fully detains said Horse from the said
Plaintiff to his damage one hundred
dollars and therefore he sues

@ Hall Atty for
TJH

Civil/Domestic Case File

Case No. 1842-CV-0068

No. 42-CV-68

Union Common Pleas Court.

Ward Tompkins

Plaintiff,

AGAINST

Jorah Marshall

Defendant.

MAY TERM, 1845

JUD'G VS PLAINT'F

Journal

3

Page

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Record No.

No Record.

Page

Ex. Doc.

Page

Mad. Campless

Ward Sampkins

vs

Senok Marshall

Prayers

Filed October 15, 1822.

John Carril,

Clerk pro tem.

Cost Bill made

Ward Tompkins & Son
vs
Jonah Marshall

Union
vs
Reed Campbell
vs
Jon Replevin
vs
Damages \$1300.

Issue a writ of Replevin for
the following goods and chattels to wit, One
Bawoon Man, long hair, blind in the right
eye, and ten years old.

To the Clerk of the Court of Union
County. Oct 14th 1842
H. M. Smith Pltffs Atty.

The above named Ward Tompkins
makes oath and says that he has good right
to the possession of the goods and chattels de-
scribed in the above preceps and that
the same are wrongfully detained by the
said Jonah Marshall and that the said
goods and chattels were not taken in ex-
ecution on any judgment against the said
Ward Tompkins, nor for the payment of
any tax, fine or amercement assessed against
him nor by virtue of any writ of replevin
nor by virtue of any other means or legal
process whatsoever issued against the
said plaintiff.

Sworn to and subscribed by
before me this 14th day of
October A.D. 1842

J. M. Dues, J.

Union Common Pleas.

Ward Tompkins

^{vs.}
Jonah Marshall.

Bond-Reflexion.

Filed October 17, 1842.

John Cassil, Clerk
pro tem.

Know all Men by these Presents, That we, Ward Tompkins, David Morris & Andrew Parker are held and firmly bound unto Jonah Marshall in the penal sum of One hundred Dollars Current Money, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals, and dated this 13th day of October A. D. 1842.

The condition of the above obligation is such, that whereas the said Ward Tompkins, on the day aforesaid, sued out of the Court of Common Pleas of the County of Union, a writ of Replevin against the said Jonah Marshall, for the following goods and chattels, to wit: one brown Mare, long mane, blind in the right eye, and ten years old, and which said writ is returnable at the next term of said Court - Now if the said Ward Tompkins shall appear at the next term of said Court, and prosecute his said writ to effect, and pay all costs and damages which shall be awarded against him, then this obligation shall be void: otherwise in full force.

W. Tompkins
D. Morris
A. Parker

Union Common Pleas.

Ward Tompkins

Sonah^{vs.} Marshall.

Replevin.

Served, by reading to Deft.
Delivering property to Shff
& taking bonds in the
sum of 100^{ts}. Oct 15 1842
W. W. Steele Shff

Sew	35
Mile.	60
Inquest.	1.00
Bond.	.50
Apprs	1.00
	<u>3.45</u>

Filed October 17, 1842.
John Cassel, Clerk
pro tem.

The State of Ohio, Union County, ss.
To the Sheriff of said County - Greeting:



We command you, that without delay you cause to be replenished unto Ward Tompkins the goods and chattels following, to wit: One brown Mare, long mane, blind, in the right eye, and ten years old, which Jonah Marshall wrongfully detains from the said Ward Tompkins, as is said; and also that you summon the said Jonah Marshall 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 Ward Tompkins for the unlawful detention of the goods and chattels aforesaid. Damages three hundred dollars - and have you then there this writ.

Witness John Cassil, Clerk pro tem. of said
Court, this 13th day of October, A. D.
1842.

John Cassil, Clerk pro tem.

Filed October 17, 1843.
John Cassel, Clerk
justice,

We the undersigned being called upon by W W Steele
Sheriff of Union County Ohio to appraise; Bro Mare taken
in Replein by Ward Tompkins of Jonah Marshall
After being duly sworn upon actual view we do appraise
said Mare at Forty five dollars given under
our hands and seals this 15th day of October A D 1842

Joshua Marshall 
John B Flagg 

State of Ohio Union County ss

Personally appeared before me: the above
appraisors and took the oath as such, prescribed by law
given under my hand this 15th day of October A D 1842

W W Steele Sheriff

Civil/Domestic Case File

Case No. 1842-CV-0069

No. 42-CV-69

Union Common Pleas Court.

Samuel Wheeler

Plaintiff,

AGAINST

Hugh McCedown

Defendant.

April 1843

Judg vs Defendant
\$192⁰⁰-

Journal 3

Page 114

Record No. 4

Page 144

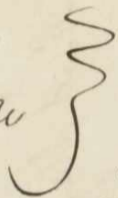
Ex. Doc. 1

Page 308

50	100	13	320	4
20		42	<u>147</u>	<u>1</u>
35		10	469	60
8	50	<u>65</u>		
8	47L			
20				
0				
0				
0				
0				
7	155			
0	<u>48</u>			
<u>81L</u>	209			

Filed May 10, 1843,
 P. J. Cassil, Clerk.

Saml. Wheeler
vs.
Hugh M. Adair



Issue Execution in This
Case forthwith.
Olway Cunningham
plff's atty.

To John Capil Esq. }
Clk. Ct Com. pleas. }
of Union County Ohio. }

Filed Oct 20th 1843
John Baptist Clark

Saml. Wheeler }
vs. }
Hugh M^cA Dow }

Issue an alias execution
in this case

Olway ^{umy}
pl~~ts~~s. atty

John Cassie Esq }
CLIC. C. P. }
Union Ch. }

uuuu

of Loom in the form of
on the second floor from the first day of 1842

Union Common Pleas

Saml Wheeler

vs

Hugh McAdoo

Receipt

Filed Nov 2^d 1842

John Cassil

Clerk, pro tempore

Samuel Wheeler
vs.

Hugh M Adow

} Union Common Pleas:
In Assumpsit:
Damages \$ 300.00

Give a Promissory returnable at
next Term. Endorse suit brot on note of hand
given by Defendants to plaintiff for Two Hundred
Dollars, dated September 16th 1837. — Also for
goods sold and delivered, money had &
received, &c.

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

Osway Burns
Atty. for plff.

Debit brought on note of hand given by
Defendant to Plaintiff for Two Hundred
dollars, dated September 16th 1837 Also
for goods sold and delivered, Money had &
received, &c

Ottway Curry
Attorney for Plaintiff

Union Common Pleas

Samuel Wheeler

vs

Hugh McAdow

Summons
Served by Certified Copy
Nov. 4th 1842.

W W Fleck Sheriff

Few 35
Mile 40
Copy 10
85

Dated Nov 5th 1842

John Capis Clerk
P. 2

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon *Hugh McAdow*

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

Samuel Wheeler

in a plea of *Assumpsit* Damages *three Hundred* Dollars

And have you then there this writ,

John Cassil
WITNESS, ~~JAMES H. GILL~~, Clerk of
said Court, at the Court-House aforesaid, this

2nd day of *Nov* A.D. 1842

John Cassil CLERK. *h. t. m.*

Union Common Pleas:
Samuel Wheeler }
vs. } Nov.
Hugh McAdow }

In Assump^{ti}.

Filed Nov. 24, 1842.
John Cassil Clerk.

Cost bill made

(Recorded.)

Union County ss. } Court of Common Pleas:
November Term A. D. 1842.

Samuel Wheeler complains of Hugh McAdow in a plea of Assumpsit, for that whereas the said Hugh McAdow on the 16th day of September 1837, at Union County Ohio, made his promissory note in writing, and delivered the same to the said Samuel Wheeler and thereby promised to pay to the said Samuel Wheeler or order Two Hundred Dollars, in Two Years after the date thereof, which period has now elapsed; and the said Hugh McAdow, then and there, in consideration of the premises, promised to pay the amount of the said note to the said Samuel Wheeler, according to the tenor and effect thereof:

And also for that whereas the said Hugh McAdow on the 16th day of September 1837, at Union County Ohio, was indebted to the said Samuel Wheeler in the sum of 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 Money then and there had and received by the defendant for the use of the plaintiff: — And whereas the defendant afterwards, on the first day of January 1842, in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintiff on request; yet he hath disregarded his promises and hath not paid the said several sums of money, nor either of them nor any part thereof: — So the damage of the plaintiff Three Hundred Dollars; and thereupon he sues, &c.

By Otway Curry,
His Atty.

Filed July 1st 1843
John Cassil Clark

Union Common Pleas.

Samuel Wheeler

Hugh M^{rs.} Adow.

Damages, - - \$189.05
Costs, 8.42
This writ, - - - 0.41

Rec^d. this writ. May 13th 1843.

Served May 20. 1843. upon
4 Mares, 4 Cows, 1 Dysent. Mare
Colt, & 2 yearling Colts, - appraisment
demanded by ~~off~~ left - Orders
by Plaintiff to release person
al, property & levy upon the real
estate sufficient to pay the debt
May 20. 1843.

Few - - - 35
Mile - - - 35
Inquest 1.00
Adv^g. 2.75
App Rate .60
Appⁿ 1.50

6.05

Deires upon 40 Acres of land survey No
5629. & 6493. beginning at 2 black ash, & 1 Elm in the North line
of S^d survey. & North Westly Corner to Paul Wheeler land, thence S 10
E. 250 poles, to 3 beeches, thence S 80 W. 25 poles, to a Stake, thence
N. 10 W. 257 poles to a Stake in the north line of Paul Survey, thence
25 poles to the beginning - - - Advertised the same
to be sold July 1st 1843. & offered the same exposed to adver
tisement - having previously appraised the same by the oath
of Peter Little Justice Judge. 1 Acre & 1/2 more of fine soil
= one 1/2 acre, - Not sold for want of bidders

H. W. Steel Sheriff

Samuel Wheeler

The Sheriff is instructed by me to release Mr. McCadows chattel
property and levy upon his real estate May 23. 1843

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 *18th* day of *April*, — A. D., 1843, *Samuel Wheeler* —

recovered against *Hugh M'Adow* —

as well the sum of *one hundred and eighty two* — dollars
and *five* — cents, for *his* — damages, as the sum of \$ *8.49* —
for *his* — costs and charges in that behalf expended, as of record is manifest. You are there-

fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

Hugh M'Adow, —

you cause to be made the damages and costs aforesaid with interest thereon from the *19th* — day of
May, *April*, — A. D., 1843, 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 *Samuel Wheeler*.

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 *15th* — day of *May*, —

A. D., 1843.

Attest;

John Cassil, CLERK

Received this writ January 7th 1845 - and according to the
 command of the within writ I had the within described
 land reappraised, by the oath of J. McAllister Eliza
 McAllister & T. Scott at \$10. per acre - and filed a copy
 of said appraisement in the Clerks office as the law
 required - and advertised the same for sale on the 24th
 day of May 1845 - in the papers a paper in general cir-
 culation in the county - May 24th 1845 - after
 the above described lands for sale at the door
 of the Court House in Mansfield - and sold the
 same to Plaintiff for Two Hundred Dollars -
 it being two thirds of the appraised value.

J. Robinson Sheriff

Execution Docket N. 2 p. 113

Samuel Wheeler

v

Hugh McDonow

Damages -	\$182.05
Costs	8.42
Interest	19.89
Writ	.41
	<hr/>
	210.77

Service -	35
Mileage -	30
Interest -	100
Return of op -	15
Advertisement	25
	<hr/>
	\$205

Appraisers fees -	1-50
Printers fees -	\$2.25

Filed May 28. 1845
 John Cassil CLK

Paid to drawing
 Writ for 200.00

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those *Lands and tenement of*
Hugh McAdow, to wit, 30 acres of land more
or less, surveys No. 5629 + 6493, bounded as
follows. Beginning at 3 beeches south east
corner of the land mortgaged by Hugh McAdow
to Samuel Wheeler thence S. 80 W. 34 poles to a stake
in the line thence N. 10 W. 146 poles to a stake
thence S. 83 E. 34 poles to a stake in the line
of said McAdow's land, thence S. 10 E to the
beginning. 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 *Samuel*

Wheeler
the sum of *one hundred and eighty two*

dollars and *five* cents, for *his*

damages, together with \$ *8,42* for *his* costs, with interest thereon from the *19th* day

of *April* A. D. 1843 until paid, which late in our said Court the said *Samuel*

Wheeler
recovered against the said *Hugh McAdow*

as of record is manifest. Also, \$ *19, 89* 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 afore-~~

~~said, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tene-~~

~~ments, 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 un-

to 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 *7th* day of *Jan* A. D. 184*5*.

John Cassil CLERK.

Ex. Doc. page 169 No. 2

Samuel Wheeler

vs

Hugh McAdoo

- Costs	8,42
Increase	26,70
Wife	41
	<u>\$ 34,93</u>

to by clerk, Sheriff	
& part of Surter's fee	\$ 22,80
	<u>\$ 12,13</u>
misc	1,20
Balance due	\$ 13,33
Credit	1,50
Balance due	<u>\$ 11,83</u>

Filed March 30th 1846
John Capel clerk

Received Six Dollars ^{33 cents} March 30th 1846
in full of the cost in this case
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 *assumpsit* lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein *Samuel Wheeler* was plaintiff, and *Hugh McAdow* was defendant, the costs of the said *Hugh McAdow* were taxed at *eight* dollars *forty two* 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 *Hugh McAdow* in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the *19th* day of *April* A. D. 18 *43* until paid; *also the costs of increase amounting to twenty six dollars & 10 cents,* and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Court House
in Marysville, this day of A. D. 184

CLERK.

April 23^d 1844. Saw this writ, legally advertised, & offered
the property agreeable thereto on the 25 day of June
1844. but no sale made for want of bidders
W. M. Stebbins Sheriff

62. Dec. No. 2 page 113

Lamb Wheeler

vs

Hugh McAdaw

Damages	—	\$182.05
Costs		8.42
miscan		13.93

Deu	35
Mile	05
Advt	25
	<hr/>
	.65

P. fe	3 00
	<hr/>
	3.65

Filed June 25th 1844
John Cassil Clerk

13.93
3.65

\$17.58

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 Hugh*
McAdaw, to wit; 30 acres of Survey No. 5629 & 6493
bounded and described as follows, beginning at 3 bushes
south east corner of the land mortgaged by Hugh McAdaw
to Samuel Wheeler, thence S. 80 W. 34 poles. thence N. 10
W. 146 poles to a stake, thence S. 83 E. 34 poles to a stake
in the line of said McAdaw's land. thence S. 10 E. to the
beginning — Appraised at \$ 420, 00

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 *Samuel Wheeler*

the sum of *one hundred & eighty two* — — — — —
dollars and *five* cents, for *his* — — — — —

damages, together with \$ *8,42* for his costs, with interest thereon from the *19th* day
of *April* A. D. 1843 until paid, which late in our said Court the said *Sam^l Wheeler*

recovered against the said *Hugh McAdaw* — — — — —

as of record is manifest. Also, \$ *13,93* 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 *23^d* day of *April* A. D. 1844

John Cassil,

CLERK.

I offered the property for sale Sept 30. 1846. having
previously advertised the same, according to Law
No Seal for want of Bidders,
N. M. Steel Sheriff.

Deer 35
Hills 5
Acres 25
65

Grain 125
190

Union Com Pleas 113

Saml Wheeler
vs
Hugh McAdoo

Damages \$182.00
Costs 8.42
Interest 17.58
This writ .41

a
Filed Oct 2^d 1846
John Cassil CLK

THE STATE OF OHIO

SO THE SHERIFF OF KING COUNTY OHIO

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 Hugh McAdow, to wit, 35 acres of land more or less surveys No 5629 & 6493, bounded as follows Beginning at 3 bushes south east corner of the land mortgaged by Hugh McAdow to Samuel Wheeler thence S 80 W 34 poles, thence N. 18 W. 146 poles to a stake, thence S 83 E 34 poles to a stake in the line of said McAdow land. thence S 10 E to the beginning.* Appraised at \$420,00

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 *Samuel Wheeler* the sum of *one hundred and eighty two* — — — — — dollars and *five* — — — — — cents, for *his* — — — — — damages, together with \$ *84²/₁₀₀* for *his* costs, with interest thereon from the *19th* day of *April* A. D. 1843 until paid, which late in our said Court the said *Samuel Wheeler* recovered against the said *Hugh McAdow*

as of record is manifest. Also, \$ *17.⁵⁸/₁₀₀* — — — — — 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 *Samuel Wheeler*

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 *29* day of *July* A. D. 1844.

John Cassil CLERK.



Rec'd this writ Oct 26. 1843. & tried by instruction of Plaintiff upon 300 acres of land more or less. Amended Nov 5 to 29 & 6 1843. - Comenced as follows Requiring at 3 beaches South east corner of the land most paged by Hugh McAdow to Samuel Wheeler, thence N 80 M. 34 poles thence N 10 W. 146 poles to a Stake, thence N 83 E 34 poles to a Stake in the line of said McAdow land, thence S 10 E to the beginning offered the same for sale at the Door of the Court House in Mansfield. on the 19th day of March 1844. having previously appeared the same by the oath of Peter Little Henry, Notary and James Smith at. from hundred and twenty dollars A. having also previously advertised the same agreeable to the Statute in such cases made and provided, but no sale for want of bidder.

M. M. Steel Sheriff

Union Com Pleas No 26

Saml Wheeler
vs
Hugh McAdow

Damages \$182.05
Costs 8.42
Increase 6.46
Writ .41

a
Jury .35
Mile .40
Advtg .25
Inquest 1.00
App: Retⁿ .15
Shuff fee \$2.15
App: Fee 1.50
Pr: Fee 3.00 — 4.50
Total \$6.65

Filed March 19 1844
John Capil Clerk

1844
1384
260 =

6 3/4
5 7/8
3 1/2
183
183
183
31

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. Samuel Wheeler

recovered against

Hugh McAdow

as well the sum of *one Hundred and Eighty two* dollars
and *five* cents, for *his* damages, as the sum of \$ *87.42*
for *his* costs and charges in that behalf expended, as of record is manifest. You are
therefore commanded that ^{as we have heretofore commanded you} of the goods and chattles, and for want thereof, of the lands and tenements of
the said *Hugh McAdow*

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of
April A. D., 1843, until paid. Also, the sum of \$ *6.46* 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 *Samuel Wheeler*

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 *26th* day of *October*

A. D., 1843.

Attests

John Cassil

CLERK.

The Sheriff is hereby directed to levy on 30 acres of land
the east part of that tract mortgaged to me by Hugh
Meadow.
Samuel Wheeler

Filed Dec 9-1890
John Cassidell

Samuel Wheeler
vs.
Hugh M^cAdow

To the Clerk of
Union Common Pleas.

I want the docket fee.
Please issue an execution.
Osway Busby.
Atty for plff.

Samuel Wheeler,
18.
Hugh McAdaw }

Judgment in Court of Common
pleas Union Co Ohio

Issue a ven di to expose the property
to sale taken in this case, with the order of
re appearance
January 7th 1845
to John Cassel Clerk

Samuel Wheeler

Sam^d. Wheeler
vs.
Hugh M^cAdow

Receipt for Ven di.

Filed April 18-1844
John Cassil Clerk

Issued April 23^d 1844
John Cassil Clerk

Samuel Wheeler }
vs. }
Hugh McAdow }

I have underwritten
expenses in this case.
Atw ay Quincy
City for 12 H.

To John Casie Esq. }
Wk. W. P. W. W. }

Dated April 18th 1844.

Union Comptroler

S. Wheeler

vs

H. McAdow

Pro An. Et

Filed July 6, 1844

John Cassie
Clerk

Issued July 23, 1844

J. Cassie Clerk

Samuel Wheeler }
Hugh W. C. Dow }

Issue Ven. Ex. in
this case.

To Clerk of Union
Com. pleas.

Thos Curry
Atty for plff

Civil/Domestic Case File
Case No. 1842-CV-0070

No. 42-CV-70

Union Common Pleas Court.

Lalanc & Cross

Plaintiff,

AGAINST

Daniel Deesky

Defendant.

July 1843,
July vs Deesky
for \$550⁵⁷

Journal 3

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Record No. 4

Page 202

Ex. Doc.

Page

Minor Con Pleas

Lallaue & Cross

vs

David Sundry

Received aff.

Filed Nov. 3. 1842

John Cassil, Clerk
u.t.

Recorded —

Lucius Cross & Peter Salance
late partners in trade under
name of ^{Salance} ~~and~~ Cross ~~and~~
~~for use of Salance~~
vs
Daniel Dushy

On attachment
Debt 1000 \$.
Damages 1500 \$.

Clerk will issue
his writ of attachment
against the goods, chattels
land & tenements rights
credits monies and effects

of defendant returnable next term and en-
close suit Brot on defendant's Sundry notes
of hand, for goods sold and delivered for
Money had and received Said out and expended
&c By Wm O Lawrence This a C

State of Ohio Union Courts &c

Personally appeared Wm O Lawrence atty in the
above case who being duly sworn says that the said Daniel
Dushy defendant and debtor to the above plaintiffs is
not a resident of this state as he verily believes
and further saith not

Wm O Lawrence atty
for plff

Sworn to and subscribed this 3^d day of Nov-
1842

W. M. Frank

J. P.

"Suit bro't. on defendants' laundry notes of hand, for goods sold and delivered, for money had and received, laid out and expended, &c."

By M. C. Lawrence, their Atty.

Union Common Pleas.

Lalace and Cross

vs.

Daniel Dusky.

Attachment.

Serv 35

Mile. 60

App's. 3.00

3.95

Recorded

Filed Nov. 7, 1842.

John Cassil, Clerk
p. t.
Court bill made

The State of Ohio, Union County, ss.

To the Sheriff of said County, greeting:

We command you to attach the lands, tenements, goods, chattels, rights, credits, moneys and effects, of Daniel Dusky, wherever they may be found, and the same to keep, or so to provide that the same or the value thereof, may be forthcoming, to answer the judgment of our Court of Common Pleas within and for the said County of Union, in a certain action of Attachment, therein prosecuted by Lucius Cross and Peter Salance, late partners in trade under the name and firm of Salance and Cross, against the said Daniel Dusky, for one thousand dollars Debt, and fifteen hundred dollars damages - and in what manner you shall execute this writ, make appear to our said Court of Common Pleas on the first day of their next term; and have you then return this writ.

Witness John Cassil, Clerk pro tem. of said Court, this 3d day of November, A.D. 1842.
John Cassil, Clerk pro tem.

I executed this writ on the 4th day of November A.D. 1842 by attaching certain lands described in the appraisement herewith returned November 4th 1842. Wm W Steele Sheriff

Attached

An Inventory and appraisement of Property attached by Wm W Steele Sheriff of Union County Ohio, at the suit of Peter Salance & Lucius Cross late partners in trade under the name of Salance & Cross against Daniel Dusky made this 4th day of November A.D. 1842 by the said Sheriff, and George W Cherry James S. Alexander and Mortimer Bentley freeholders of said County, the said Cherry, Alexander & Bentley having been first duly sworn by said Sheriff to wit. One hundred and seventy acres more or less Survey No 3239. being the residue of the following described premises, not included in a mortgage executed by said Dusky to John Fry, and on Record in the Recorder's office in said Union County Reference being had thereto, to wit beginning at an Oak and buckeye South West corner of Parkins land and with the line of W Hensons S. $83^{\circ}30'$ E. 200 poles to 3 buckeyes, South East corner to said Hensons land thence S $7^{\circ}W$ 244 poles to a beech and Elm, thence, N. $84^{\circ}W$ 200 poles to an Ash & Elm in the West line of 500 acres decreed by Lucius Sultwaint & wife to Nicholas Fast of Fayette County Pa thence with said line N $7^{\circ}E$. 247 poles to the beginning ~~of said~~ containing three hundred and six acres more or less also 100 acres, beginning at an Ash & Elm South West corner of said 306 acres, thence with said line S $84^{\circ}E$. 20 poles to a buckeye & Elm the South East corner to said 306 acres thence S $7^{\circ}W$. 8 poles to 2 sugar trees thence South East to said 500 acres thence with the line of said 500 acres N. $84^{\circ}W$ 200 poles to 2 beeches the corner of said 500 acres thence with another of said lines of said 500 acres N $7^{\circ}E$. 80 poles to the beginning Upon actual view, we do appraise said land above described at Four dollars per acre given under our hands and seals this 4th day of November A.D. 1842

G. W. Cherry Seal
M. Bentley Seal
J. S. Alexander Seal

State of Ohio Union County
Personally appeared before me the within named appraisers
and made oath agreeable to the Statute that they
would impartially appraise and true valuation make
according to law & the best of their abilities, the within
mentioned lands, given under my hand this 4th day
of November A.D. 1842 W W Steele Sheriff

Recd. of Lucius Croft \$4.76.5 mills tax on
214 Acres of land No. 3239 for the present
year September 15th 1842

A. Pollock Treas. N. C.

Union Com Recs

Tallance & Cross
w/ attachment

Daniel Dwyer

Proof of Pat

Filed April 18th 1844

John Cassil M^r

Peter Lallance and Lucius Cross, partners in trade by the name of Lallance & Cross.

vs

Daniel Dusky.

Union County Court of Com. Pleas. In Attachment.

Notice is hereby given to all interested, that a writ of attachment, at the instance of Plaintiffs, was issued by the clerk of the court of Common Pleas in the county of Union, returnable to November term, A. D. 1842, which was duly returned served at the term aforesaid.

JOHN CASSIL,

Clerk court of Common Pleas Union County Ohio.

W. C. LAWRENCE Atty. for Plffs.

November 11, 1842, n30 6t

State of Ohio
Union County ss

Personally appeared John Cassil
publisher of the Union Gazette a
weekly newspaper published for the
County of Union aforesaid who being

Duly sworn says that the appended notice appeared
regularly in said paper for more than six weeks
consecutively, ^{Subsequently} to the rising of said November term of the
said court and that said Gazette is of general
circulation in said County. and further saith
Not


Sworn to and subscribed in ^{open court} ^{at} this 19th day of
April A D 1843 in open Court Silas G Strong J.P.

I assign the within note to John J. Booher - this first day of August to

for value rec^d. I assign the within note to
Stephan Pearson
Sallance Hemp -
Sept. 19. 1840

John J. Booher -

on or before the twenty fifth day of Decem next I promise
to pay Stephen T. Burson or bearer twenty dollars it being
for value recd of him this nineteenth day of October Eighteen
hundred and thirty nine given under my hand and seal

Daniel Dusky 

Received of Messrs Tallam & Co. for the
hand of John Wood Jr one hundred dollars. value
received in April A D 1837. as witness my hand &
Seal this 20th day of September A D 1842. for duplicate.

Daniel Duesky

~~\$ 100⁰⁰~~

18
18
108
18

L x y
4

A. Quirk
Note

I assign the within to Lalauet & Cross
without recourse. or me
Sutten Danielson

Dear Luther Danielson paid order the sum of
nineteen Dollars & twelve Cent for value -

Received

My 27th 1837

Daniel Lusk

Daniel Dastrey

\$ 34. 72

Crahan Station Jan^y 17 1838.

One day after date, I promise to pay
to P. Tallance *Esq* or Order, the Sum of Thirty
four Dollars and Seventy two Cents, for value received.

Attest
P. M. Petrel

Daniel Pusky

Daniel Dwyer
Note \$58.00

R. Sallance & Co

Due P. Callanoe Ho Sixty Eight Dollars
for value Received
April 2^d 1837 Daniel Dusky

Gas Certificate
 41350
 10.0
 \$41450

Silas G. Strong

Gasign all my Right to the within
 Certificate (not Auto to him) assigned to
 John M. dequert to Silas G. Strong
 Water Recd Sept. 1st 1842

Dec 27. 1841 I assign all my right & interest to the
 within Certificate to Silas G. Strong R. A. Brown

Dec. 21st 1842. — I assign my right and interest to
 the above said John M. dequert of the within land to
 John M. dequert.

Silas G. Strong

County Auditor's Office,

MARYSVILLE, Dec 27 1841.

To the County Surveyor:

I hereby certify, That Four hundred & fifty-
acres of land was this day sold to R. S. Broome
in the name of Silas G. Strong to whom said land was
charged, with tax, interest and penalty, for the sum of Forty One dollars,
Thirty five cents, _____ mills; the amount due on 1150
acres of land, for the years 1840 & 1841. Survey No 3239. Original
Proprietor Barley & Merriman

the same subject to redemption within two years from the date hereof, by the proper owner
paying to the holder of this, the above named sum, with interest, and fifty per cent. penalty,
together with all other legal charges thereon.

\$41. 35.0.

Stephen M. Linn

Auditor of Union County.

Dec: 21st 1842 I assign all my right title and
Interest in Two Hundred and thirty Six acres of the
Within Land to John M. Depew, Silas & Strong

Steph W. Lavin
Auctioneer
to
Silas & Strong & W. M. Wells

Due - - - \$30.55
50¢ - - - 15.27 1/2
\$45.82 1/2

~~Steph W. Lavin~~
~~\$45.82 1/2~~

I assign all my right and interest
to the said assignees to John M. Depew
to receive the proceeds for the same
Silas & Strong
Dec: 21st 1842

UNION COUNTY VERMONT OFFICE

UNION COUNTY AUDITOR'S OFFICE,

MARYSVILLE, ~~MAY 11, 1832~~ Dec. 9. 1839.

IT is hereby certified that 450 acres of land was this day sold to
Silas G. Strong & M. W. Steel for the
sum of *15 dollars 50 cents* it being part of Number
3239 original quantity *1000* acres, original proprietor
Baxley & Merryman water course *Bolles cr.*
in the Virginia Military District, *Union County Ohio*
which said land was forfeited to the State of
Ohio in the name of *John Gay* for the non-payment
of taxes, and on which there was due the sum of *30 dollars 55 cents 6 mills*
being the taxes, interest and penalties for the years *1837 & 1838*
including the simple tax of *1839*

Said land sold in conformity, and in all things agreeably to an act of the General Assembly of said State, passed March 14, 1831, entitled "An act to provide for the sale of lands forfeited to the State for the non-payment of taxes;" and An act amendatory thereto, passed January 19, 1832.

Stephen McSain
Auditor of Union County

Pr. 15.50
cer. 10
gr. 10
\$15.70

D. Dusk
Note. 25/28
100
To
N Bogges

I assign the within
to Salanca Corp
without recourse

N Bogges

25. $\frac{28}{100}$.

One day after day I promise to pay
To N. T. Boggs or order the sum of twenty eight
dollars and twenty Eight Cents for value
received as witness my hand & Seal this
17th day of January A. D. 1838.

Attest
J. M. Petret

Daniel Pusky

Pete Sallance and
Lucius Cross partners in
trade by the name of
Sallance & Cross
vs
Daniel Dusky

'On the Union Court Plea
for November Term 1842
Attachment

Pete Sallance and Lucius Cross
partners in trade by the name
of Sallance and Cross complain

of Daniel Dusky in a plea of debt ~~for that whereas the~~
~~defendant on the 22^d day of April 1842~~
~~without date as to the day and month at Graham's Station~~
to wit at the County of Marion made his certain writing
obligatory dated as aforesaid with his seal and now
here to the court shown and then and there delivered the same to
the said Plaintiffs partners as aforesaid and thereby
bound themselves to pay to the said plaintiffs by the name
of the said firm of Sallance and Cross or order five
hundred and ~~eighty five~~ ^{one} day after date
which period has now elapsed

~~Also~~ for that whereas the said Daniel Dusky on the 17th day of
January 1838 made his certain promissory note in writing
and delivered the same to one N. Boggis and thereby bound
himself to ^{pay the said N. Boggis} or order the sum of twenty five dollars & $\frac{25}{100}$ in
one day after date which period has now elapsed and
the said Boggis then and there endorsed the same to the
plaintiff by the name of this firm of Sallance & Cross
of which the said defendant then and there had notice
and then and there in consideration of the premises promised
to pay the amount of the said note to the plaintiffs by the
name of this said firm of Sallance and Cross ~~ac~~
according to the tenor and effect thereof

Also for that whereas the said defendant on the 27th
day of May 1837 at the County aforesaid made his due Bill
in writing and then and there delivered the same to one
Lath Donelson and thereby bound himself to pay to

the said Luther Donelson ~~the sum~~ or order the sum of
nineteen dollars & $\frac{12}{100}$ and the said Luther then and
there assigned the same to the plaintiff by the name of
this said firm of Lallance & Cross of which the
said Busby then and there had notice and then and
there in consideration of the premises promised to pay
the amount of the said note to the plaintiff by the
name of this said firm as aforesaid according to the
tenor and effect thereof

And also for that whereas the defendant on the 19th day
of October 1839 at the court aforesaid ~~was indebted to the~~
made his certain writing obligatory sealed with his seal
and now here to the court shown and then and delivered
the same to one Stephen T. Burson and thereby bound himself
to pay to the said Stephen T. Burson or bearer twenty dollars
on or before the 25th day of December next (meaning
the next thereafter which period has now elapsed and the
said Burson then and there assigned the same to one
J. Booker and he assigned the same to the plaintiff
by the name of this said firm of Lallance & Cross
of all which the said ~~left then and there~~ had notice and
then and there in consideration ^{of the premises} promised to pay the amount
of the said note to the plaintiff by the name of this said firm
of Lallance & Cross according to the tenor and effect
thereof And also for that whereas the said defendant
on the 27th day of April 1837 at the court aforesaid made
his certain promisory note and due bill and then and
there delivered the same to P. Lallance & Co and thereby
acknowledged himself indebted to the said P. Lallance
& Co the sum of sixty eight dollars and the said P.
Lallance & Co then and there endorsed the same to
the plaintiff all of which the said ~~left then and there~~
had notice and then and there in consideration of the
premises promised to pay the amount of the said note

Union Com Pleas

Sallance & Cross

vs } nar
Daniel Lusky

Dec 11-455. \$92
Dun --- 94-66

Filed July 5th 1843
John Capie
Clerk

Recorded

To the plaintiff by the name of their said firm
on account & then and there stated between
them by the said ~~plaintiff~~ has not heard the
said several sums of money nor any part
thereof to the damage of the plaintiff 1500. \$.
and there upon this being said
by him & Lawrence the 21st

To the plaintiffs by the firm of Lallance & Cross
according to the tenor and effect thereof
and also for that whereas the said defendant on
the 17th day of January 1838 at Graham's Station to wit
at the County of Union made his certain other promis-
ory note in writing and then and there delivered
the same to the said P. Lallance & Co and thereby
bound himself to pay the said P. Lallance & Co ~~or~~
order one day after the date thereof which period
has now elapsed the sum of thirty four dollars and $\frac{72}{100}$
~~in one day after the date the~~ and the said P. Lallance & Co
endorsed the same to the plaintiffs by the name of their
firm of Lallance & Cross of which the said defendant
then and there had notice and then and there an considera-
tion of the premises promised to pay the same to the
plaintiffs by the name of this said firm of Lallance
& Cross according to the tenor and effect thereof
and also for that whereas the said defendant was
indebted to the plaintiffs by the name of their said
firm in the firm the sum of five hundred dollars
for the price and value of goods before that time
bought and sold by the plaintiff by the name
of this said firm of Lallance & Cross at his request
and in the firm the sum of five hundred dollars
then and there lent by the plaintiffs to the defendant
and at his request
and in the firm the sum of five hundred dollars rec^d
by left for the use of the plaintiff by the name
of this said firm aforesaid
and in the firm the sum of five hundred dollars
then and there paid by the plaintiff for the use
of defendant
and in the firm the sum of five hundred
dollars found to be due from the defendant

Mr. Dan. Duskey
 To Sallana & Crop Sr.
 1837
 May 12 To Cash rec^d of Jm. Walker Jr. 100.00
 Int. to 6th Nov. 1837 2.95
 \$102.95

November 6th 1837 - Co. By Cash paid
 on the above charge 85.00

Am't. due Nov. 6th 1837 \$17.95
 Interest to Jan. 6th 1843 5.56

1839
 Sept. # 2 Barrels Flour of Myers & Co. \$23.51
 10.00

1841
 Int. to Jan 6th 1843 2.00

Apr 6 # 1 Cart of G. Brown 39.50

Interest to Jan. 6th 1843 3.95

1841
 May 29 Cash paid your Expenses to
 Union County 43.00

Int. to Jan. 1843 4.30

Coffee & Tea 1.44

1st Bar Lead 10

1st Pair Shoes 88

1 Razor 88 5th Bar Lead 50 1.38

State of Ohio. }
 Meigs County Id. }
 \$130.06

Personally appeared before me, Washington Steers & made
 oath that Daniel Duskey acknowledged to him sometime
 in the ^{fall or} winter of 1842 to have received of Sallana & Crop Sr.
 all the items in the above account marked thus #
 also about \$7.00 of the charge of \$43.00 for "Expenses
 paid to Union County" - as to the other items he does
 not recollect whether he acknowledged them or not.
 he did not deny having rec^d them -

January 21st 1843 W Steers

doorn to & subscribed before me
 this 21st Jan'y A.D. 1843.

J. M. Petret Mayor
 Borough of Graham Station.

The State of Ohio
Meigs County

I personally appeared before me
J. M. Petrie, Mayor, of the Corporation
of Graham Station. John Wolf Sr. who being duly sworn
says that in the Spring of the Year A. D. 1837, he
received of Messrs Latham & Croft, one hundred dollars
and as authorized agents for Daniel Duskey, he
paid to him the said hundred dollars, and a knowledge
by him the said Daniel Duskey, by his receipts to John
Wolf Sr. bearing date Sept 20th 1842.

John Wolf Jr.

Sworn to. And Subscribed before me, this 21st,
day of January A. D. 1843.

J. M. Petrie, Mayor

Union Common Pleas:

John Fry }
vs. }
Daniel Dastey } Mar.

Filed June 4th 1843
John Cassill

Recorded

Union County S.S. Court of Common Pleas: July Term A.D. 1843.

John Fry, an applying Creditor under the attachment of Peter Lallance & Lucius Croft, partners in trade by the name of Lallance and Croft, Complain of Daniel Dusky, in a plea of Assumpsit, for that whereas the said Daniel Dusky on the 7th day of January 1838 at the County of Union Ohio, made his promissory note in writing, and delivered the same to the said John Fry, and then by promise to pay to the said John Fry or bearer Three Hundred and Ninety four Dollars and forty six cents on the 17th day of January 1839 which period has now elapsed, and the said Daniel Dusky then and there in consideration of the premises, promised to pay the amount of the said note to the said John Fry according to the tenor and effect thereof. — ~~and the said~~

And also for that whereas the said Daniel Dusky on the day in the preceding Count first mentioned, at the County aforesaid, was indebted to the said John Fry in Three Hundred and Ninety four Dollars and forty six cents 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 and ninety four Dollars and forty six cents for money then and there had and received by the defendant for the use of the plaintiff

And whereas the defendant at law and on the 1st day of July 1840, in consideration of the premises, then and there promised to pay the last mentioned several sums of money to the plaintiff on request; yet he hath disregarded his promise and hath not paid the said several sums of money, nor either of them nor any part thereof to the damage of the plaintiff four hundred and dollars; and thereupon he brings Suit, &c.

By Othmar Curry
His Atty.

Union Com. Sec

Lallan & Co

W

Daniel Dusk

Civil/Domestic Case File

Case No. 1842-CV-0071

No. 42-CU-71

Union Common Pleas Court.

Levi Wells for us of &c
Plaintiff,

AGAINST

James Ward
Defendant.

NOV TERM, 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

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Filed Nov. 21, 1842.
Geo. Carril,
Clerk.

Mills & Co
Graham

James Ward

}

Order for executor
Leif & Co Charge Lands
James A. Fox
to the use of Union

J. M. L.
Atty in Off

M. Moore of the Sheriff in the above action a judgment
for seventy two dollars & fifty cents out and costs
suit.

February 25 1842 Execution (2nd) by return against the Family
and Johnnie to John Hurley court which was returned
indorsed copy made on one staff by 21st Milger 5th
Advertising 21st Percentage 40 the copy sold to H. for \$11.00
April 7th 1842 Execution issued to John Hurley court
which was returned Indorsed no property found whereon to do

Milage 5th again 12th 1842 John Hurley court

May 21st 1842 Execution issued to John Hurley court which was
returned indorsed proceedings stopped by order of J. May 31st
1842. Milage 5th John Hurley court

August 20th 1842 Execution issued to H. which was
returned indorsed no property found whereon to do
Milage 5th

Also keep copy the foregoing to be a true copy
from my docket of proceedings had by and by me
Jan 1st 1842

Wm. H. Frank J.R. Clerk

True Copy Indorsed #6783
Costs
against James Ward

Filed Nov. 3, 1842.
John Carril,
Clerk.

Wm. H. Frank

This Trors up #3114

State of Ohio Union County Paris Township

Juriedocket Entry

Levi Wells for the use of

Robert Graham vs.

vs.

James Ward Def

Sett \$67.83

Suit brought on Docket for \$67.50
dated April 14th 1841

May 10th 1841

The Defendant confessed a judgment
in favor of the Plf. it is therefore
considered by me that the J. Recover
of the Defendant the sum of fifty
nine Dollars & eighty three cents
and costs of Suit.

Costs last entry .12¹/₂

Satis .10

Bail .25

Execution .25

Wagon Hire .12¹/₂

Execution .25

Locate .25

Execution .25

Manuscript 31¹/₂

In the above action of Levi Wells for the use
of Robert Graham. I John S. Swain do

acknowledge myself Bail for the said James Ward for the
of Execution in the sum of Eighty Dollars to be levied upon
my Goods and Chattels Lands and Tenements if default
be made in the conditions following. which is that the
said James Ward shall pay the judgment rendered against
him in the action aforesaid together with the costs and
costs that may accrue. (Signed) J. S. Swain

Taken signed and acknowledged before me this 10th day
of May A. D. 1841. W. H. Frank R.R.

January 20th 1842. Execution (Fido) issued to John Harby cor
which was returned on the 26th day of January 1842
Endorsed no property found whereon to Levy (a mileage 5-)
but it ~~has~~ is suggested to me that he has lands and tenements.

January 31st 1842 This day came John S. Swain the Plaintiff
in the above action and confessed a judgment in
favor of the Plf. it is therefore considered by me that the

Levi Wells, for use of R. Graham

u.s.

James Ward.

Scire facias.

Law	—	35
Mile	—	05
Copy		20
		<hr/>
		60

Filed Nov 5th 1842
John Casper Clerk
P. 2
Cost bill made

Recorded, Book 4, p. 101.

The State of Ohio, Union County, ss.

To the Sheriff of said County - Greeting:

Whereas, Levi Wells, for the use of Robert Graham, recovered a judgment before William H. Frank, one of the Justices of the Peace within and for the said County of Union, for the sum of sixty nine dollars and eighty three cents, for his debt, and ^{70.22 1/2 cts.} ~~70.22 1/2 cts.~~ costs against James Ward, upon which said judgment an execution was issued by the said Frank, and returned no property found whereon to levy - and it having been suggested to the said Frank, that the said Ward is possessed of lands and tenements, as to us appears by a transcript of the said judgment and proceeding 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 consider of him in this behalf - and have you then there this writ.

Witness John Cassil, Clerk pro tem
of said Court, this 3d day of November,
1842.

John Cassil, Clerk pro tem

Wells father and
of R Graham
vs
L S Ward

Filed May 29. 1849
L S Kirkland p. M

Line Wells for the use of
R. Gayles.
James Ward

Judgment in Union Court Pleas
Nov 10th 1862
For Damages \$62.93
& Costs

Issue a Fine facinus to revive this Suit.
returnable forthwith.
To the Clerk of the Union
Court Pleas being 29 1869

Charles Finckler
Atty for Reviving Suit!

Union Common Pleas.

Levi Wells, for use of R. Graham

^{vs.}
James Ward

Damages, —	\$62.93
Justices' costs, —	0.22 1/2
Costs in Com. Pleas, —	8.00 1/2
Mit., —	0.41

Rec^d this

See —	35
Mile —	5
Advtg. —	1.75
	<hr/>
	2.15

Filed April 15, 1843,
John Coattil,
Clerk.

Rec^d this with Nov. 21. 1842, denied in conjunction
with a Re-execution in favor of Wiley & Brown, & one in
favor of James & Bennett against James Ward, on the
East third of In lot No 47. & the whole of 2448 in the
town of Montgomery, Advertiser came for sale on the 15th
day of April 1843. not sold for want of bidders,
April 15th 1843. W. W. Steele Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

Whereas, Levi Wells, for the use of R. Graham, on the 10th day of May, A. D. 1841, recovered a judgment before William H. Frank, one of the Justices of the Peace within and for the said County of Union, for the sum of sixty ~~two~~ ^{nine} dollars and ~~eighty~~ ^{eighty} three cents damages, and \$0.92 1/2 costs, against James Ward, upon which said judgment an execution was issued by the said William H. Frank, and returned no goods found whereon to levy; and it having been suggested to the said Frank 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 — and the Court of Common Pleas for said County, on the 10th day of Nov. 1842, having ordered execution to issue ~~against~~ ^{against the lands and tenements of} said Ward for the sum of \$62.92 1/2, ~~and~~ ^{and} ~~the~~ ^{to issue against} said judgment ~~and~~ ^{and} ~~costs~~ ^{costs} ~~thereon~~ ^{thereon} ~~and~~ ^{and} ~~interest~~ ^{interest} ~~thereon~~ ^{thereon} ~~from~~ ^{from} ~~the~~ ^{the} ~~10th~~ ^{10th} ~~day~~ ^{day} ~~of~~ ^{of} ~~May~~ ^{May} ~~1841~~ ¹⁸⁴¹ ~~until~~ ^{until} ~~paid~~ ^{paid} ~~and~~ ^{and} ~~the~~ ^{the} ~~sum~~ ^{sum} ~~of~~ ^{of} ~~\$8.00 1/2~~ ^{\$8.00 1/2} ~~the~~ ^{the} ~~costs~~ ^{costs} ~~recovered~~ ^{recovered} ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~Court~~ ^{Court} ~~of~~ ^{of} ~~Common~~ ^{Common} ~~Pleas~~ ^{Pleas} ~~for~~ ^{for} ~~said~~ ^{said} ~~County~~ ^{County} ~~on~~ ^{on} ~~the~~ ^{the} ~~10th~~ ^{10th} ~~day~~ ^{day} ~~of~~ ^{of} ~~November~~ ^{November} ~~1842~~ ¹⁸⁴² ~~with~~ ^{with} ~~interest~~ ^{interest} ~~from~~ ^{from} ~~that~~ ^{that} ~~time~~ ^{time} ~~and~~ ^{and} ~~also~~ ^{also} ~~\$0.41~~ ^{\$0.41} ~~the~~ ^{the} ~~costs~~ ^{costs} ~~of~~ ^{of} ~~increase~~ ^{increase} ~~and~~ ^{and} ~~the~~ ^{the} ~~acquiring~~ ^{acquiring} ~~costs~~ ^{costs} ~~and~~ ^{and} ~~that~~ ^{that} ~~you~~ ^{you} ~~have~~ ^{have} ~~those~~ ^{those} ~~properties~~ ^{properties} ~~before~~ ^{before} ~~said~~ ^{said} ~~Court~~ ^{Court} ~~at~~ ^{at} ~~the~~ ^{the} ~~Court~~ ^{Court} ~~House~~ ^{House} ~~in~~ ⁱⁿ ~~Marysville~~ ^{Marysville} ~~on~~ ^{on} ~~the~~ ^{the} ~~first~~ ^{first} ~~day~~ ^{day} ~~of~~ ^{of} ~~our~~ ^{our} ~~next~~ ^{next} ~~term~~ ^{term} ~~to~~ ^{to} ~~deliver~~ ^{deliver} ~~unto~~ ^{unto} ~~the~~ ^{the} ~~said~~ ^{said} ~~Levi~~ ^{Levi} ~~Wells~~ ^{Wells} ~~for~~ ^{for} ~~the~~ ^{the} ~~use~~ ^{use} ~~of~~ ^{of} ~~R.~~ ^{R.} ~~Graham~~ ^{Graham} ~~whereof~~ ^{whereof} ~~paid~~ ^{paid} ~~not~~ ^{not} ~~at~~ ^{at} ~~your~~ ^{your} ~~peril~~ ^{peril} ~~and~~ ^{and} ~~have~~ ^{have} ~~you~~ ^{you} ~~them~~ ^{them} ~~there~~ ^{there} ~~this~~ ^{this} ~~writ~~ ^{writ}.

Witness John Cassil, Clerk of said Court, at the Court House aforesaid, this 11th day of November, A. D. 1843.

Attest:

John Cassil, Clerk.

Levi Wells for the use of
R Graham

James Ward

Damages \$62.93
Costs 8.22¹/₂
Increase 6.32
Went 11.41

Filed August 15, 1849
James Kinradop CR

Recorded

Received this writ June 2^d 1849
there being no goods or chattles found whereon
to levy. Therefore on the 18th day of June 1849 levied
on the following describes real estate, to wit: Part of
Margaret Bailey's subdivision of her 2/3 of Military Survey
No 3551, part of Lot No 2, bounded as follows, beginning at
the south east corner of a lot sold by R. L. Broom to
Daniel Williams and six rods from the S. W. Corner of
said lot No 2, thence east 16 rods thence N 15 rods, thence
W 16 rods thence S 15 rods to the beginning containing one
and one half acres of land. had the same appraised by the
baths of B. Welch, Thomas Turner, and Jacob Bousa at \$150.00
and returned a copy of said appraisement to the Clerk of the
Court from whence this writ issued. Advertised said real estate for
sale by publication in the Argus a newspaper published and in gen-
eral circulation in Union County, for at least 30 days previous to the day
of sale. I afterwards in pursuance of said notice, on the 14th day of August
1849 between the legal hours, offered said real estate for sale by public out-
cry at the door of the Court House in said County, and not sold for
want of bidders.

Fees - mileage - .05
Levy - 35
Service - 35
Request - 1.00
Appraisals - 1.50
Advertising - .25
Pr. fee - 3.00
copy of apprat. .20 = \$6.70

Philip Souder Sheriff

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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 *Tenth* day of *November* A.D., 184*2*

Levi Wells for the use of R Graham
recovered against *James Ward*

as well as the sum of *Sixty two* dollars and *ninety three* cents for *his* debt, as the sum of *his* damages, as also the sum of \$ *8.22 1/2* for *his* cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said *James Ward*

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the *Tenth* day of *November* A.D., 184*2*, until paid; also the sum of \$ *6.32* 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 *Levi Wells for the use of R Graham*

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

WITNES JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this *2^d* day of *June* A.D., 184*9*.

James Kinkade Jr Clerk.

2-552

Union Common Pleas

Levi Wells for the use of
R Graham
vs
James Ward

Damage \$62.93
Costs 8.22½
Increase 13.43
Writ " 41

Filed Nov. 21. 1849
James Kirkado for MR

Recorded

Received this writ September 6. 1849, there being ^{other} no goods or chattels found whereon to levy. I duly advertised the within described real estate for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County, for at least 30 days previous to the day of sale. I afterwards, to wit; on the 20th day of November A.D. 1849. (it being the day I advertised the same to be sold) between the legal hour of ten O'clock. A.M. and 4 O'clock. P.M. offered said real estate for sale by public Auction at the door of the Court House in said County, and sold the same to Robert Graham for the sum of one hundred dollars he being the highest and best bidder therefor and that being two thirds the appraised value thereof.

Fees = mileage 0.5
Service 3.5
Advertising 2.5
In fee 3.00

Philip Swider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting

WE command you to expose to sale those Lands and Tenements of *James Ward Trust,* part of *Margaret Bailey* Subdivison of her $\frac{2}{3}$ of Military Survey N^o 3551, part of Lot N^o 2, bounded as follows, beginning at the south east corner of a lot sold by R. L. Brown to Daniel Williams and six rods from the S.W. corner of said Lot N^o 2, thence East 16 rods, thence N. 15 rods, thence W. 16 rods, thence S. 15 rods, to the beginning containing One and Onehalf acres of Land

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 *Levi Wells for the use of R. Graham* the sum of *Sixty two* dollars and *Ninety three* cents for *his* damages, together with \$ *8.22 1/2* for *his* costs, with interest thereon from the *10th* day of *November* A.D. 1842 until paid, which late in our said Court the said *Levi Wells for the use of R. Graham* recovered against the said *James Ward*

as of record is manifest. Also, \$ *13.43* 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 *Levi Wells for the use of R. Graham*

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

James Kirkade jr
Witness, ~~JOHN CASSIL~~, Clerk of said Court at the Court House in Marysville, this *31st* day of *August*

A.D. 184*9* *James Kirkade jr* Clerk

Civil/Domestic Case File

Case No. 1842-CV-0072

Wm M Badley

vs
John Brown

Sum

Filed Nov 14th 1842
John Capillor

Cost bill made

(Recorded.)

\$226.25

Wm M Badley

~~John H. Brown~~

William N. Badley

John H. Brown

In Union County Court
of New York State
1842

William N. Badley Complainant

vs
John H. Brown in a plea of a promissory
note that whereas the said John H. Brown on
the 26 day of May 1840 ^{at Union County of New York} made his promissory
note in writing on the said John H. Brown and there delivered the
same to the said William N. Badley and thereby
promised to pay the said Plaintiff two hun-
-dred and ten dollars on or before the 20th day
of October 1842 with interest which period
has now elapsed and the said John H. Brown
then and there in consideration of the premises
promised ~~to pay~~ ^{with the lawful interest} the amount of
said note to the said Plaintiff according to
the tenor and effect thereof. Yet the said
Defendant hath not done so.

also in the the further sum of two hundred
and thirty dollars for money found to be due
on settlement then & there made between
the said Plaintiff and Deft

also in the further sum of two hundred and thirty
and thirty dollars for the price and value of
lands and tenements then and there sold by the
Plaintiff to the Defendant at his request

and the said Defendant in consideration of the price
on the day and year last aforesaid then & there took
and promised to pay said several sums of money on request
yet although often requested he hath not paid them or
either of them or any part thereof to Plffs demand \$300.00 before he
A Hall atty

Union Common Pleas.

William St. Badley

vs.
John H. Brown.

Receipts

Filed Nov. 7, 1842.

John Casil,

Clk. pro tem

William N Bally.

John H Brown } In amount of Damages.
\$300.00

The Clerk will issue summons returnable next Term inclosed sent brought upon drafts promissory note drawn & delivered to plaintiff May 26th 1840. Calling for 210¢ on or before the 20th day of October 1842 with lawful interest" for goods sold. work & labour &c

A Ball ally
h P H

Union Common Pleas

W. N. Badly

vs

John K Brown

Damages — \$226.25
Costs — 8.73
Writ — .11

Rec^d this writ May 20. 1843.
Seized upon 1 Mare, 4 Cows
1 two year old Heifer & 1 Steer
Advertised the same for sale July
4. 1843. Not sold for want of
bidders. W. W. Steele Sheriff

Law 35
Mile 50
Adv^{ty} 1.25
\$2..10

Filed July 4th 1843
John Capital Clerk

THE STATE OF OHIO, UNION COUNTY, SS;

TO THE SHERIFF OF SAID COUNTY GREETING;

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville
on the *1st* day of *April* A. D., 1843 *Wm N Badly*

recovered against *John K Brown*

as well the sum of *two hundred & twenty six* dollars
and *twenty five* cents, for *his* damages, as the sum of \$ *8,73*
for *his* costs and charges in that behalf expended, as of record is manifest. You are there-

fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

John K Brown

you cause to be made the damages and costs aforesaid with interest thereon from the *1st* day of
May *April* A. D., 1843 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 *Wm N Badly*

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House

aforesaid, this *20th* day of *May*

A. D., 1843

Attest;

John Cassil CLERK

"Suit brought upon depts. for missing Note, drawn and deliv. as to
plaintiff May 26, 1840, calling for \$210, on or before the 20th
day of October, 1842, with lawful interest - for goods sold,
work and labor, &c." A. Hall, Atty. for deft.

Union Common Pleas.

William A. Badley

^{vs.}
John K. Brown.

Assumpsit.

Served by Certified Copy

Nov 8. 1842

W W Steel Sheriff

Sew	35
Mile	35
Copy	15
	<hr/>
	85

Filed Nov 9. 1842

John Capel CLK/pute

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John R. Brown

John R. Brown 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 A. Badley.

in a plea of Assumpsit. — Damages Three Hundred Dollars.

And have you then there this writ.

John Cassil, *proctor*
WITNESS, ~~JAMES H. GILL~~, Clerk of
said Court, at the Court-House aforesaid, this
8th day of November, A.D. 1842.
John Cassil, CLERK, *pro*

Civil/Domestic Case File
Case No. 1842-CV-0073

No. 42-CV-73

Union Common Pleas Court.

Robert Gibson

Plaintiff,

AGAINST

Henry Kezertee

Defendant.

July 1843

Now Suted,

Journal 3

Page 134

Record No. 4

Page 262

Ex. Doc.

Page

Robert Gibson
by } Transcript
Henry Kerartie

Filed Nov. 7 1842.

John Cassil Clerk
p.t.

Cost bill made

Recorded

State of Ohio Union County

Suit Brought on account

Robert Gibson per bill filed

Henry Kozartee Sept 28th 1842 Summons issued to John Avery court returnable on the 1st day of Oct 1842 at 9th o'clock

Jurats cat A & H which was returned endorsed served by reading fee 0.15

sumas 127 Subpoenas issued by order of the plff

satis factis 10 for Wm Gibson - Samuel Marks

subpoenas 0.77 Joshua Marks Noble Mershon

swearing wit 48 Thomas Mills Jacob Nicer

Baile Bond 25 Benjamin Golden Daniel Hafman

This transcript 31 1/4 which was returned by John Avery court

\$2.03 3/4 endorsed served by reading fees \$0.85

Sept 30th 1842 John Avery court

Subpoenas issued by order of the plff for Wm. L.

Gibson Perry Ward G. Sprague Charles

Mullin Daniel William William Gibson &

A. Hoskins which was returned endorsed served

on plff by reading & Sprague by copy

fees servis milage & copy \$1.04 & X

Oct 1st 1842 Parties appeared Trial had

William Gibson Samuel Marks Joshua Marks

Thomas Mills Benjamin Golden Daniel Hafman

sworn and examined on the part of the Plaintiff

Wm. L. Gibson Charles Mullin Daniel William

Perry Ward G. Sprague A. Hoskins & Levin

Gibson sworn and examined on the part of the

Defendant after hearing the evidence it is considered

by me that the Defendant recover of the Plaintiff a Judgment for the sum of one dollar

Thirty two cents and costs of suit
in the suit of Robert Gibson against
Henry Kearsote J. Christian Stines do acknow-
ledge my self Bail for the said Robert Gibson
the Plaintiff 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
Robert Gibson fail to pay the Judgment and
Costs that may accrue in the court of
common pleas

Christian Stines

Taken signed and acknowledged before me
this 8th Day of Oct AD 1842

James Turner JP

I certify the above to contain a correct
copy of the proceedings had before me
Shew under my hand this 4th Day of Nov 1842

James Turner JP

Items of Fees Justices cost	\$2.03 ³ / ₄
Court cost purely	2.04
Plaintiff Witnesses	
William Gibso	0.50
Samuel Barks	0.50
Joshua Barks	0.50
Thomas Mill	0.50
Benjamin Golden	0.50
Daniel Rufman	0.50
Defendants Witnesses	
Wm. L. Gibso	0.50
Charles Mullin	0.50
Daniel Williams	0.50
Percy Word	0.50
G Sprague	0.50
A Perkins	0.50
Levin Gibso not subpoenaed	0.25
	<hr/>
	\$10.32 ³ / ₄

And the said Henry Kezartie Comes and says that he
did not assume and promise and does not owe the
said Gibson the amount charged in his bill or any
part thereof and of this he puts himself upon the
Country.

H. Kezartie

But the said Kezartie says that will prove an indebted-
ness from said Gibson to said Kezartie for the
sum of 40^s as per item on Bill filed and ask
Judgment for that amount.

H. K.

13
 12
 18
 23
 18
 68
 31
 13
 13
 1250
 437

1900

Filed Nov 7, 1842. \$91
 John Cassid, Clerk
 pro tem.

112
6891
 0061
6861
 25
6891
 684
 0-531

281
9961
 0061
 18
 15
 30
 5
 644
58
 008
 0.8
 258
 286
 69

16 37
 31
 100
17.68
 13
 4
52
 25
77
 7
15
 742
 315
4.27
 3
12.81

739

Bills of
Particulars

Robert
Gibson

Papers in
the case of
Gibson
&
Kearney

Filed Nov. 7, 1842.

John Cassel, Clerk
p.t.

Robert Gibson

to Henry M. White

Nov 9-1844

7- to drink	L	.13	
15- to 2 brandys	L	.12	
Dec to 1 quart W L	L	.13	
13 to 1 drink	S	.06	
17 to whisky	S	.12	
17 to paid William Gibson	R	1.00	
22 to drink		.18	
22 to whisky		.13	
24 to 1 quart L	L	.12	
25 to drink		.13	
31 to 2 drink W		.06	
31 to 1 quart L		.12	
Jan 6 1845 to drink	S	.13	
24 to 1 quart	S	.12	
to drink		.13	
do		.06	
do		.03	
to drink	S	.18	
Feb. 10. to use of horse		.50	+
11 to use of horse	S	.25	+
11 to drink	S	.13	
15 to drink	S	.12	
do	S	.06	
do	S	.13	
17 to 1 quart	S	.12	+
17 to drink	S	.13	+
21 to use of horse	S	.50	
March 4. to drink	S	.13	
3 to drink	S	.06	
do	S	.12	
		\$ 2.14	

March 19-1842	
to barrel of \$ 1.00	
to drink	.13
to helpy ballwood	1.00
April 17 to drink	.13
August 1842	
to helpy ballwood	.25
to 1 quart whisky	.13 W
to note payable to	
Wm. Ross by agreement	
with R. Gibson & me	
ending for seven	
dollars & forty two cents	
Paid more in the back	
\$ 315 - balance on note & 17	
interest	.25
	1.16
	2.198
	\$ 29.14

Filed Nov. 7, 1802.
John Caside, Clerk
pro tem.

17

18

19

20

21

22

23

H. H. Kerner
1842

Feb) 26th to 43 ¹/₄ cords of wood

to use of wasser 24 days
to halling Load of Rafters

Aug, to halling 2 thousand Brick
1840. to potatoes

Hastings - Thomas Wells
Dr to Robert Gibbon

\$27.02

62 ¹/₂

50

1.00

75

\$29.87 ¹/₂

Paid Nov 15 1841

\$3.15

Filed Nov 7, 1842.

John Carnie, Clerk
p.t.

Mr. Brown

Mayville Nov. 11th 1861

On or before the first day of ~~April~~ I promise to pay
Mr Ross or order the sum of seven dollars and
forty two cents for value rec^d

Robert ^{Wing} Gilson
maker

Civil/Domestic Case File
Case No. 1842-CV-0074

No. 42-CV-74

Union Common Pleas Court.

Lyme Starling

Plaintiff,

AGAINST

Nathaniel Hempstead

Defendant.

April 1843

Jud vs Defendant-

Journal B

Page 96

Record No. 4

Page 116

Ex. Doc.

Page

John Doe ex dem L. Starling

Richard Roe

May Thomas of Franklin County, Meeker or the
and says that he on the 21st day of October A.D. 1842 did personally
serve Nathan Hempsted Tenant in possession of the premises
in the within declaration mentioned on a joint return with
a true copy of the within declaration & notice by ~~himself~~
leaving the same at his house & in the hands of his the said
Hempsted's wife - having read at the same time the said
declaration & notice to the wife of the said Nathan
Hempsted and made him acquainted with the
said & meaning thereof.

Sworn to & subscribed before me
a Justice of the Peace, May 25th day of October 1842

Thomas A. Williams

May Thomas

Doe Ex dem L. Starling

vs

Richard Roe

Declaration

Original

Filed Nov. 8, 1842.

John Cabell, Clerk

Cost bill made

(Recorded.)

Mr. Nathan Hempsted

Sir: I am informed that you are in possession of, or claim title to, the premises in this declaration men-
tioned, or to some part thereof; and I being sued in this action as a 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 ~~Franklin~~ and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be
entered against me by default, and you will be turned out of possession.

Dated this 17th day of October A. D. 18 42

RICHARD ROE.

Union County

STATE OF OHIO,
~~Franklin County~~

COURT OF COMMON PLEAS,
August TERM, A. D. 1842

John Doe complains of Richard Roe, for that *Lynne Stading* on the 20th day of *October* in the year of our Lord one thousand eight hundred and ~~thirty seven~~ *at Union* ~~Franklin~~ county aforesaid, had demised to the said John the following lands and tenements, to wit: *Lot Number Eleven (11)*

of the subdivision of Survey Number Two Thousand Nine hundred & ninety one (2991) in the name of John Phillips situate between the lots sold to Adams & Thurston - containing ninety acres more or less in said Survey -

and also *Ten* messuages, *Ten* cabins, *Ten* barns, *Ten* stables, *Ten* orchards, *Ten* out-houses, *Ten* yards, *Ten* gardens, *ninety* acres of arable land, *ninety* acres of meadow land, *ninety* acres of pasture land, *ninety* acres of wood land, *ninety* acres of land covered with water, and *ninety* acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ *Union*.

To have and to hold the same to the said John, from the 20th day of *October* in the year aforesaid, for and during the term of *Twenty* years, thence next ensuing: And also for that *Lynne Stading* on the 20th day of *October* in the year of our Lord one thousand eight hundred and ~~thirty seven~~ *at Union* ~~Franklin~~ county aforesaid, had demised to the said John *Ten* other messuages, *Ten* cabins, *Ten* barns, *Ten* stables, *Ten* orchards, *Ten* out-houses, *Ten* yards, *Ten* gardens, *Two hundred* acres of arable land, *Two hundred* acres of meadow land, *Two hundred* acres of pasture land, *Two hundred* acres of wood land, *Two hundred* acres of land covered with water, and *Two hundred* acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ *Union*; to have and to hold the same to the said John, from the 20th day of *October* in the year aforesaid, for and during the term of *Twenty* years, thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed, the said Richard, afterwards, to wit, on the 1st day of *November* in the year of our Lord one thousand eight hundred and *Thirty seven* with force and arms entered into the said tenements, with the appurtenances, and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage *Ten* dollars.

And therefore he sues, &c.

By W & K Thomas
his attys

John Doe Ex dem
Lynn Marling
vs

Nathan Hempstead

Consent rule

Filed Nov 9. 1842

John (signed) Clerk

John Doe Ex dem
Lynne Starling
vs

Nathan Hempstead

And the said Nathan Hempstead comes and confesses the lease, entry and ouster in the said declaration mentioned and admits himself to be in possession of the following lands and tenements to wit: Lot No eleven (11) of the subdivision of survey number Two thousand nine hundred and ninety one (2991) in the name of John Phillips, situated between the lots sold to Adams & Atherton, containing ninety acres, more or less in said survey, parcel of the premises in the said declaration mentioned; and for plea says, that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the Country, and the said John Doe doth the like.

By Allison & Hall
His attorney,

Civil/Domestic Case File

Case No. 1842-CV-0075

No. 42-CV-75

Union Common Pleas Court.

Lynne Starling

Plaintiff,

AGAINS

Daniel Coe,

Defendant.

April 1843,

Judg vs Default,

Journal 3

Page 96

Record No. 4

Page 119

Ex. Doc.

Page

John Stirling

vs

Daniel Lee

Receipt

Filed Nov 8, 1842.

John Cassel,

Clk.

Lyn Starling }
vs } In absentia
Daniel Cole } Damages \$800-

Here a summons returnable
forth with Endorse "Suit brot on two notes of
hand given by defendt and Daniel Allen ^{since} dec; to the
plainiff for two hundred and one dollar and
thirty seventh cents each, both dated April 20th
AD 1834, and payable the 1st in one year and
the second in two years from the date thereof,
also for land buyed & sold, mery had & rec^d, mery
lent & est. stat^d &c"

To the Clerk of Union }
County Common Pleas } W & K Thomas
November 8th AD 1842 } atty for petff

"Sixt bott. on two notes of haws given by deft. and Daniel Allan
since dec. to the plff. for ~~plff.~~ \$201. 57 1/2 each, both
dated April 20, A.D. 1834, and payable the 1st in one year,
and the 2d in two years from the date thereof. Also
for Lewis benjamins d told, Money had & rec'd. Money
Cert, acct. stated, &c." N. d. K. Thomas,
Atty. for plff.

Union Common Pleas.

Lye Starling

v. s.

Daniel Coe.

Served by Certified
Copy Nov 9. 1842

W W Steele Sheriff

Sew	35
Mile	— 35
Copy	15
	<hr/> 85

Filed Nov. 9, 1842.

John Cassil, Clerk
et.

I am security for Costs in
this Case

Jamies Thompson

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Daniel Coe*

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 *Lye Starling*

in a plea of *Assumpsit*: Damages *Eight Hundred* Dollars.

And have you then there this writ.

John Casril
WITNESS, ~~JAMES H. GILL~~, Clerk of

said Court, at the Court-House aforesaid, this

8th day of *Nov'r* A.D. 184*2*,

John Casril, CLERK, *per tunc*

Lynn Starling

vs

Daniel Coe

Declaracion

Filed Nov. 9, 1842.

John Cassil, Clerk
at.

(Recorded.)

Cast bill made

W & V Thomas

State of Ohio 3
Union County 3

Court of Common Pleas
November Term 1842

Lynn Starling complains of Daniel
Coe in a plea of assumpsit for that whereas the
said Daniel Coe and one Daniel Allen since
deceased on the 20th day of April A.D. 1834 at the
County of Union aforesaid, made their joint pro-
-misory note in writing of that date, and delivered
the same to the said Lynn Starling, and thereby pro-
-mised to pay the said Lynn Starling or order Two hun-
-dred and one dollar & 37½ cents with interest in
one year after the date thereof, which period has
now elapsed - and the said Daniel Coe then and
then in consideration of the premises, promised to
~~pay the amount of the said note to the said Lynn~~
~~Starling according to the tenor and effect thereof~~
jointly with the said Daniel Allen since dec-
-eased, to pay the amount of the said note to the
said Lynn Starling according to the tenor and
effect thereof - and also for that whereas the said
Daniel Coe and one Daniel Allen in his life
time, now deceased, made their on the 20th day
of April A.D. 1834 at the County aforesaid made
their certain other promisory note in writing of
that date, and delivered the same to the said
Lynn Starling and thereby promised to pay the said
Lynn Starling or order two hundred and one dollar
and 37½ cents ~~with interest~~ in two years after
the date thereof, which period has now elapsed,
and the said Daniel Coe then and then in con-
-sideration of the premises, promised jointly with
the said Daniel Allen since deceased, to pay the
amount of the said note to the said Lynn Starling
according to the tenor and effect thereof - and
also for that whereas the said defendant and one
Daniel Allen in his life time, now deceased, and
whom the said defendant hath survived, on the 1st
day of January A.D. 1842 at the County aforesaid were
indebted to the said plaintiff in the sum of four
hundred and two dollars & 75 cents, for the price and

value of one hundred and thirty four $\frac{1}{4}$ acres of land
beginning in the line of Mr Woods survey of 400 acres
at a white Oak & Dogwood lower back corner of land de-
scribed to be of 200 acres, running thence with westerly line
N 53 E 191 poles to the East line of survey No 2979 & back corner
to said Woods, thence N 37 W with said east line 113 poles
to two ashes, Hickory & Maple - thence S 53 W 191 poles to a hick-
ory, elm & red oak upper back corner to said Cove, thence S 37 E
112 poles to the beginning - bargained and sold by the
plaintiff to the defendant ~~at his request~~ and the said
Daniel Allen in his life time at their special in-
stance on request - and in Four hundred and two doll-
ars & 75 cents for money then and there lent by the plaintiff
to the defendant and the said Daniel Allen, in his life
time, at their request, and in Four hundred and two
dollars & 75 cents for money then and there paid by the
plaintiff for the use of the defendant and the said Dan-
iel Allen in his life time at their request - and in Four
hundred and two dollars & 75 cents for money then and there
received by the defendant, and the said Daniel Allen in
his life time for the use of the plaintiff - and in Four
hundred and two dollars & 75 cents for money found to
be due from the defendant and the said Daniel Allen
in his life time to the plaintiff on an account then
and there stated between them - and whereas after-
wards the said defendant, and the said Daniel Allen
in his life time, to wit on the 1st day of January AD 1842
in consideration of the premises, then and there promised
to pay the said last mentioned sums of money to the
plaintiff on request - yet the said defendant and Daniel
Allen in the life time of the said Daniel Allen, and the
said defendant since the death of the said Daniel
Allen, not regarding the said several promises so by them
made as aforesaid, have not, nor hath either of them
as yet paid the said several sums of money, or any or either
of them, or any part thereof to the said plaintiff (altho-
ugh often times requested so to do) - But to pay the
same the ~~said~~ or any part thereof to the said plain-
tiff, the said defendant, and Daniel Allen in
the life time of the said Daniel Allen wholly ref-
used, and the said defendant hath ever since the

death of the said Daniel Allen, hitherto wholly
refused, and still refuses so to do to the damage
of the said plaintiff Eight hundred dollars
and thereupon he brings suit & c

By

W & K Thomas
attys for plff

Union Common Pleas.

Lynne Starling
Daniel ^{vs.} Coe.

Damages, — \$386.47
Costs, — 8.93
This writ, — 0.41

Ordered by Plffs attys to
Stay this writ June 22^d
1843. W. W. Steele Sheriff

few 35
Mile 5

40

Filed June 21st 1843
John Casper 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 *18th* day of *April*, A. D., 184*3*,

Syne Starling
recovered against *Daniel Coe*

as well the sum of *Three hundred and Eighty Six* dollars
and *forty seven* cents, for *his* damages, as the sum of \$ *8.92*
for *his* costs and charges in that behalf expended, as of record is manifest. You are there-
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

Daniel Coe,

you cause to be made the damages and costs aforesaid with interest thereon from the *18th* day of
April, A. D., 184*3*, 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

Syne Starling.

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 *15th* day of *May*,

A. D., 1843 .

Attest;

John Cassil, CLERK

Civil/Domestic Case File
Case No. 1842-CV-0076

No. 42-CV-76

Union Common Pleas Court.

Lyme Sterling
Plaintiff,

AGAINST

Wm M Robinson,
Defendant.

April 1843,

Jud vs Default,

Journal 3

Page 96

Record No. 4

Page 117

Ex. Doc. 1

Page 307

Lynn Starling

vs

William M. Robinson

~~~~~

Receipt

Filed Nov. 8, 1842.

John Canal,  
clerk

Lynn Starling }  
vs } In assumpsit  
William M. Robinson } Damages \$2000-

Issue a summons returnable for-  
= the with Endorse "Suit brot on three notes of hand  
= given by deft to plff, the 1<sup>st</sup> and second for two hun-  
= dred and thirty two dollars each, <sup>both</sup> dated June 19<sup>th</sup>  
= AD 1838 and payable in one and five years from the date  
= thereof - The third for two hundred and thirty ~~Five~~ doll-  
= ars and fifty cents and date June 14<sup>th</sup> AD 1838 and payable  
= in three years from the date thereof - Also for  
= Land bargained & sold, money had & rec<sup>d</sup>, money lent & rec<sup>d</sup>  
= stated &c"

To the Clerk of Union }  
County Common Ples }  
November 8. AD 1842 }

W & K Thomas  
Atys for plff

I just got on three notes of hand given by debt to help  
me 1st & 2d for \$232 each both dated June 19<sup>th</sup> 1838  
and payable in one and two years from the date thereof  
The third for \$230.50, and dated June 19<sup>th</sup> 1838 and  
payable in three years from the date thereof, also for same  
was given & sold, many heads &c, many at a cent & half &c!

W<sup>m</sup> H. Thomas attys  
for J. P. P.

Union Court, Texas.

Lynne Hauling

W<sup>m</sup>. M. Robinson.

Served by Certified Copy  
Nov 8. 1842

W. W. Steel Sheriff

|      |   |       |
|------|---|-------|
| Sew  | — | 35    |
| Mile | — | 40    |
| Copy | — | 15    |
|      |   | <hr/> |
|      |   | 90    |

Filed Nov. 8, 1842.

John Casil, Clerk.  
a.t.

I am security for costs  
in this case.

James Thompson W.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon *William M. Robinson*

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

*Lynne Stalling*  
in a plea of *assumpsit* Damages *two thousand* Dollars

And have you then there this writ.

*John Cassil*  
WITNESS, ~~JAMES H. GILL~~, Clerk of

said Court, at the Court-House aforesaid, this

*8<sup>th</sup>* day of *Nov* A.D. 184 *2*

*John Cassil* CLERK, *J. T.*

Lynn Starling

W

William M. Robinson

---

Declaration

Filed Nov. 8, 1842.

John Cassill <sup>Clk.</sup><sub>p.t.</sub>

last bill made

(Recorded.)

Wd K Thomas

State of Ohio

Union County }  
}

Court of Common Pleas

November Term AD 1892

Lynn Starling complains of William M. Robinson in a plea of assumpsit, for that whereas the said William M. Robinson on the 19<sup>th</sup> day of June AD 1838 at the County of Union aforesaid made his promissory note in writing of that date, and delivered the same to the said Lynn Starling and thereby promised to pay the said Lynn Starling or order two hundred and thirty two dollars with Interest, in one year after the date thereof, which period has now elapsed, and the said William M. Robinson then and there in consideration of the premises, promised to pay the amount of the said note to the said Lynn Starling according to the tenor and effect thereof - also for that whereas the said William M. Robinson on the 19<sup>th</sup> day of June AD 1838 at the County aforesaid made his certain other promissory note in writing of that date, and delivered the same to the said Lynn Starling, and thereby promised to pay the said Lynn Starling or order two hundred and thirty two dollars with Interest, in two years after the date thereof, which period has now elapsed and the said William M. Robinson then and there in consideration of the premises, promised to pay the amount of the said note to the said Lynn Starling according to the tenor and effect thereof - also for that whereas the said William M. Robinson on the 19<sup>th</sup> day of June AD 1838 at the County aforesaid made his certain other promissory note in writing of that date, and delivered the same to the said Lynn Starling, and thereby promised to pay the said Lynn Starling or order two hundred and thirty dollars and fifty cents with Interest, in three years after the date thereof, which period has now elapsed, and the said William M. Robinson then and there, in consideration of the premises, promised to pay the amount of the said note to the said Lynn Starling according to the tenor and effect thereof - and also for that whereas the said William M. Robinson on the 19<sup>th</sup> day of June AD 1838 at the County aforesaid was indebted to the said Lynn Starling in six hundred

and ninety six dollars for the price and value of  
of one hundred and fifteen  $\frac{3}{4}$  acres of Land, part of  
Survey No 3482 in the name of R. Stephenson, Beginning at  
the upper corner of said land sold to J. Robinson on the East  
Bank of Daily Creek by L. Sullivan, Thence N 53° E 195 poles to  
two Ashes & an Elm in said Robinsons upper line, Thence N 37° W  
85 poles to a Hickory & Ash - Thence S 53° W 240 poles to 2 White Oaks  
2 Sugas & a Hickory on the bank of the creek, Thence down the  
Creek with the meanders thereof to the beginning - bargain-  
ed and sold by the plaintiff to the defendant at his spe-  
-cial instance and request - And in six hundred and  
and ninety six dollars for money then and there lent by  
the plaintiff to the defendant at his request - and in  
six hundred and ninety six dollars for money then & there  
paid by the plaintiff for the use of the defendant at his  
request - And in six hundred and ninety six dollars  
for money then and there received by the defendant for  
the use of the plaintiff - And in six hundred and  
ninety six 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 1<sup>st</sup> day of January AD 1812 in con-  
-sideration of the premises, then and there promised to pay  
the said last mentioned several sums of money to the  
plaintiff on request; yet though often times requested  
he hath disregarded his promises and hath not  
paid the said several sums of money, nor either of  
them, nor any part thereof; to the damage of the  
plaintiff Two Thousand dollars, and thereupon  
he brings suit &c

By W & V Thomas  
attys for pl<sup>t</sup>ff

Union Common Pleas.

Lynx Starling

<sup>vs.</sup>  
Wm. M. Robinson.

Damages, - \$895.76

Costs, ——— 8.97

This writ, ——— 0.41

Rec<sup>d</sup> this writ May 20  
1843. Ret<sup>d</sup> by order of  
the Clerk May 20. 1843  
W W Stead Sheriff

Sew 35  
Nite 5  
— 40

Filed May 20th 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 18<sup>th</sup> day of April, — A. D., 1843,

*Syne Starling*  
recovered against *William M. Robinson,* —

as well the sum of *Eight hundred and Ninety five* — dollars  
and *Seventy Six* cents, for *his* — damages, as the sum of \$ *8.97* —  
for *his* — costs and charges in that behalf expended, as of record is manifest. You are there-

fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

*William M. Robinson,* —

you cause to be made the damages and costs aforesaid with interest thereon from the *18<sup>th</sup>* day of  
*April* — A. D., 1843, 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 *Syne Starling.*

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 *15<sup>th</sup>* day of *May,*

A. D., 1843,

Attest;

*John Cassil,* CLERK

John Stanley

VI

Wm. H. Robinson

Stay the issuing of Executions  
in this case, and if it has been used in  
the hands of the Sheriff, direct him to stay  
all further proceedings therein for  
the present -

W. H. Manning  
atty for plff

Civil/Domestic Case File

Case No. 1842-CV-0077

No. 42-CV-77

Union Common Pleas Court.

Arthur P. Presfield

Plaintiff,

AGAINST

David B. Hathaway,

Defendant.

April 1843,

Judg vs Defndt;

\$168<sup>40</sup>

As Recd

Journal 3

Page 122

Record No. 4

Page 126

Ex. Doc.

Page

Union Co. Va.  
A Crockfield for the  
vs) [unclear]  
David H Hatheway  
et al

filed Nov 8. 1842  
John Lamb,  
Clk. pt.

Arthur Crichfield for the  
use of Eusem Carpenter

David H Hatheway &  
Lesse B. Ferguson

Union Com Pleas Nov  
ten 1842

Massachusetts

Damas 200. \$

Issue Summons returnable forthwith and en-  
dorse suit Brott on defendants Joint & several  
note of hand given to Arthur Crichfield on  
the 9<sup>th</sup> day of August 1841 and due on the first  
of June 1842 for one hundred and sixty dollars  
and by ~~the~~ said Crichfield transferred to the  
said Plaintiff Carpenter also for good & sold  
and delivered to By Mr. Lawrence  
his atty

Resse 13

J. H. Hathaway  
Note \$100.00  
Due at June  
The 1st 1842

Eusebius Carpenter

\$160.

On or before the first day of June next, value received, we or either of us, promise to pay Arthur Cribfield, or order, the sum of One Hundred and Sixty (\$160.) dollars. Witness our hands this ninth day of August, One thousand, Eight hundred and Forty-one, 1841.

David M. Northway  
C. B. Ferguson

June 1. 1842

~~160~~ \$ *iiiiiiiii/2*

|            |        |
|------------|--------|
| 800        |        |
| 40         |        |
| <u>840</u> |        |
| 24.40      | 168.40 |



Crichfield, for use, &c.

U.S.

Hathaway et al

Served by Chas. Spindore  
Nov 9 1842 on  
D. H. Hathaway  
W. W. Steel Shuff

Miles 70  
Sew 35  
Copy 15  
120

J. B. Ferguson not  
found Nov 9 1842  
W. W. Steel Shuff

Filed Nov 9 1842  
John Capil Clerk

"Said Prot. on defendants joint and several note of hand, given to Arthur  
Crichfield on the 9th Day of August, 1841, and due on the first of June,  
1842, for one hundred and sixty dollars; and by said Crichfield  
transferred to the said Plaintiff, Carpenter. Also for costs  
paid, and relieved, &c. By Mrs. E. Lawrence,  
his atty.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon *David H. Hathaway and*

*Jesse B. Ferguson,*

*forthwith,*

to appear

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

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

*Arthur Cichfield, for the use of Emen-Carpenter*

in a plea of *Assumpsit*: Damages *Two Hundred* Dollars

And have you then there this writ.

*John Cassil pro ten*  
WITNESS, ~~JAMES H. GILL~~, Clerk of

said Court, at the Court-House aforesaid, this

*8th* day of *Novr*, A.D. 1842.

*John Cassil*, CLERK *pro ten*

*I acknowledge Device Nov 9. 1842*

*D. H. Hathaway*

Union Com Pleas

Arthur Critchfield  
for vs } nar  
David H Hathaway

Filed Dec 19<sup>th</sup> 1842  
John Casey clerk

Dam 168.40

Cost bill made

(Recorded.)

The State of Ohio  
Union County, ss

Union Court Pleas  
Nov term C & D 1842

Arthur Corkfield for the use of Eusem Carpenter  
com plains of David H Hatheway impleaded with  
Jesse B Furgerson (But as to whom the Sheriff has returned  
not found) in a plea of assumpsit for that whereas the  
said defendant on the ninth day of August 1841  
at the County aforesaid made his certain Joint and  
several promissory note with the said Jesse B Furgerson  
in writing and delivered the same to the said Arthur  
Corkfield and thereby promised to pay the said Arthur  
Corkfield or order one hundred and sixty dollars  
on or before the first day of June next (meaning  
the next after the date thereof) which period has now  
elapsed and the said Arthur Corkfield then and  
there sold and delivered the same to the said Eusem  
Carpenter whereof the said Hatheway then and there had  
notice and then and there in consideration of  
the premises promised to pay the said Corkfield  
for the use of the said Carpenter the amount of the  
said note according to the tenor and effect thereof  
of yet the said <sup>not the said</sup> defendant <sup>J B Furgerson</sup> hath disregarded  
his said promises and has not paid the said sum  
of money or any part thereof to the damage  
of the plaintiff as aforesaid Two hundred dollars  
and there upon he sues &c By

Wm Colbourne his atty

Civil/Domestic Case File

Case No. 1842-CV-0078

No. 42-CV-78

Union Common Pleas Court.

Bradford Wood

Plaintiff,

AGAINST

Thomas Foreman

Defendant.

July 1843,  
.. Non Sued,

Journal 3

Page 144

Record No. 4

Page 195-

Ex. Doc. 1

Page 325-

B. Wood

vs

J. Johnson

---

Receipt

Filed July 7, 1843

John Cassel  
Clerk

Crawford

Union Common Pleas

July Term 1843

Bradford Wood

vs

Thomas Forman

In case

Judgment against  
Plaintiff for costs &c

The clerk will issue an execution  
in the above case if no appeal be  
perfected by the P<sup>ty</sup> in conformity  
to the statute in such case made  
& provided &c

Jacob Traubford  
Atty for Def<sup>t</sup>



Wm Foreman  
ads  
Brad Wood

Precept

Filed June 26<sup>th</sup> 1842  
John Case Clk

Amesbury

Union Common Pleas  
to July Term 1843

Thomas Foreman  
ad

Bradford Wood

} In Case  
the clerk will issue

subpoenas for James Bennett  
Joseph Murphy Henry Goodrich Elijah Gandy  
Jacob Gandy Susanna Gandy John Mastell  
Ephraim Carey Matilda Carey Joseph Bran-  
non James Dadds Thomas Gunkle &c. - Deft with  
-ness in the above case returnable July Term

to  
Jas W Bradford  
Atty for Deft

Union Com. Decr.

Bradford Wood

vs.

Thos. Foreman.

Filed Nov. 8, 1842.

John Carr,

Clk. pt.

~~551~~  
816  
554

971  
678  
554

3

Bradford Wood }  
v }  
Thomas Foreman }

Union Court  
Nov term 1842  
McCase, Standen  
Damages 500.0

These Summons returnable fourth  
with and endorse suit Book to recover damages  
for the <sup>maliciously & falsely</sup> speaking by defendant of and concerning the  
Plaintiff the following false scandalous slanderous  
Malignous and wicked words, he (meaning the plfff)  
stole hogs, he stole hogs and I can prove it,  
he is a hog thief, he is a thief and stole my hogs  
By Wm. Lawrence his atty

Served by Reading to  
Walters + by Copy on  
Walters, April 13, 1843.

Thos J. Tanks, J. J. Wells + Lamb.  
Lamb, Simpson, O. Simpson, Geo.  
W. W. Steele Sheriff

Union Com<sup>r</sup> Head  
Bradford Wood  
13 - sub for m<sup>tr</sup>ty  
Thos<sup>r</sup> Foreman

|        |   |            |
|--------|---|------------|
| Sen    | — | 75         |
| Mile.  | — | 70         |
| Copies |   | 30         |
|        |   | <u>175</u> |

Filed April 15<sup>th</sup> 1843  
John Cassel Clerk

due for W<sup>tr</sup>ty  
Thos Foreman  
do  
Bradford Wood

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON *Olive Simpson, That*  
*J Turke, Samuel Waters That Wells*  
*young Waters and Samuel Simpson*

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at  
the Court House, in the Town of Marysville, on the ~~first~~ <sup>Thursday the Third</sup> day of next Term, to testify and the truth to  
speak on behalf of *Bradford Wood* in a certain matter in controversy

in our said Court depending: wherein *Bradford Wood*  
is plaintiff, and *That Foreman* is defendant. And this ~~they~~ shall in  
no wise omit under the penalty of the law; and have then there this writ.

*James H. Gill*  
Witness, ~~JAMES H. GILL~~, Clerk of our said Court, at

the Court-House aforesaid, this 3<sup>d</sup> day of

*April* A.D. 1843.

*James H. Gill* Clerk.

Union Com. Clear.

Bradford Wood  
vs.

Thomas Foreman.

Served by certified copy  
Nov 8. 1842  
N W Steele Shff

|      |       |
|------|-------|
| Law  | 35    |
| Mile | .05   |
| Copy | .15   |
|      | <hr/> |
|      | 55    |

Filed Nov. 8, 1842.

John Cassie, Clerk

Recorded

Suit bro't. to recover Damages for the maliciously and falsely  
speaking by defendant of and concerning the plaintiff the following  
false, scandalous, slanderous, malicious, and wicked words: "he  
(meaning the plff.) stole hogs - he stole hogs and I  
can prove it - he is a hog-thief - he is a thief, and  
stole my hogs. My Wm. C. Lawrence, his Athy.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Thomas Foreman*

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 *Bradford Wood*

in a plea of *the case* : Damages *Five Thousand* Dollars  
And have you then there this writ.

*John Cassil, pro tunc.*  
WITNESS, ~~JAMES H. GILL~~, Clerk of  
said Court, at the Court-House aforesaid, this

*8th* day of *November*, A.D. 1842.

*John Cassil,* — CLERK, *pro tunc.*



Union Com Recs

Bradford Wood  
vs  
Thomas Foreman

Filed Dec 19<sup>th</sup> 1842  
John Capitt Clerk

Cost bill med.

Recorded

244  
322  
270

2497  
63  
5825

6318  
8481  
5671

322  
2410  
5671  
54  
051  
051  
54  
051  
56  
56  
051  
54  
051

State of Ohio } Union Com Pleas Nov  
Union County SS } Term 1842

Bradford Wood complains of  
Thomas Foreman in a plea of the case for that whereas  
the said Bradford Wood is and always has been a good and  
faithful citizen of the State of Ohio and has sustained his  
character among his neighbors for honesty and integrity  
and has never been guilty or suspected of the notorious  
atrocious disgraceful and scandalous crime and misde-  
meanor of hog stealing and larceny but the said  
Thomas Foreman not ignorant of the premises and  
contriving and intending maliciously and wickedly  
to injure and destroy his character to bring him into  
disgrace among his neighbors and to expose him  
to the penalties of the Law for stealing and larceny

Pacific for Mt

---

Wood

vs

Forman

---

Filed June 28 1845  
John Caspell

Bradford Wood

vs

Thos Hoopes na

in case

for July term 1843

James T. Wells George

Walters Saml Walters Saml Simpson Theodore Munson

Ephraim Carey Constant Bacon Abigail Gandy

Jos. Braunon Senr Saml Murphy Jr

Franklin Lane White Joseph Braunon Jr

witnesses on behalf of Plaintiff

Jm O Lawrence

att for plff

Filed July 3<sup>rd</sup> 1849  
John Capril  
llh

Bradford Wood  
vs  
Thos. Foreman

In Union Co Pleas  
for Sub term 1843  
Thomas J. Swintos and  
Oliver Simpson are wanted  
witnesses on behalf of Plff

At the Court Pleas

Wm O Lawrence

a 15 for [unclear]

Devised by Certified Copy of James Remond  
~~1842~~ July 6<sup>th</sup> 1843. W. M. Steele Sheriff  
I authorize Deaf: Welsh to serve this writ  
at Law - 14 miles by Benjamin Welsh

John Wood not found.

Unia Com pleas  
P. B. Wood  
Sub  
Pho! Foreman  
Defts. Witnesses

Saw  
Miles.  $1.37\frac{1}{2}$   
95  
2,32 $\frac{1}{2}$

Filed July 7. 1843  
John Capie  
llh

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon: *James Bennet, Joseph Murkij,*  
*Henry Goodrich, Abijah Gandy, Jacob Gandy, Lucinda*  
*Gandy, John Maskil, Ephraim Cary, Joseph Bronner*  
*James Dadd and Thomas J. Furks*  
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~~ <sup>second</sup> day of next Term, ~~at~~ <sup>8 1/2</sup> o'clock, A. M. to testify and  
the truth to speak on behalf of *Thomas Freeman* in a certain  
matter in controversy in our said Court depending: wherein *Bradford Wadd*

*is* \_\_\_\_\_ plaintiff, and

*Thomas Freeman is* \_\_\_\_\_ defendant.

And this ~~they~~ shall in no wise omit under the penalty of the law; and have then there  
this writ. Witness John Cassil, Clerk of said court at the  
court house aforesaid, this *28* day of *June* A. D. 1843,

*John Cassil* Clerk.



Union Common Pleas

Wood

vs

Foreman

sub. for witnesses

Served by Certified  
Copy on Tho J. Lunt

July 4<sup>th</sup> & by reading  
to O. Surpin July

6. 1843 - W. W. Stetshuff

Law 25

Mile 35

Copy 10

70

at Tho J. Lunt paid

Filed July 6. 1843

John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Thos. J. Furcks and Oliver  
Simpson*

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~~<sup>second</sup> day of next Term. ~~at~~<sup>8 1/2</sup> o'clock, A. M. to testify and

the truth to speak on behalf of *Bradford Wood* in a certain  
matter in controversy in our said Court depending; wherein *Bradford Wood*

*is* \_\_\_\_\_ plaintiff, and  
*Thos. Fairman* defendant.

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

this writ. Witness John Cassil, Clerk of said court at the  
court house aforesaid, this *3<sup>rd</sup>* day of *July* A. D. 1843,

*John Cassil* Clerk.

Thomas Foreman  
ads  
Bradford Wood  
— — —  
Plea

Filed Feb. 22, 1843.  
John (am),  
Clerk.

Recorded

Union Court of Common Pleas  
New-Tenn 1842

Thomas Foreman  
vs  
Bradford Wood } In Case

And the said Thomas  
Foreman now comes by his Atty James W  
Bradford and defends the wrong and  
injury &c and says that he is not guilty  
of the said several grievances &c in  
mer and form as the said Plaintiff hath  
in his said declaration alleged against  
him and of this he puts himself upon the  
Court and the pl<sup>t</sup> doth the like &c

By J<sup>d</sup> W Bradford  
his Atty &c

Union Common Pleas

Bradford Wood

vs

Thos Forman

Sew — 1.62½

Mile — 95

---

2.57½

Filed July 7. 1843.

J. M. Capie  
llh

Entered on 1st Term on 31<sup>st</sup> June 30. 1843. by Wm Steel Sheriff  
D. Anthonie Benf: W. Steel to serve him with  
M. M. Steele Sheriff  
Served by Wm Steel 19 miles

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*James D. Wells, George Walter,  
Samuel White, Joseph Brannon,  
Samuel Walter, Samuel Simpson, Theodore  
Stinson, Ephraim Cary, Constant Bacon, Elizabeth  
Franklin Gandy, Joseph Brannon son, Samuel Murphy, and Bradford*

to appear before our court of common pleas of said county, at the court house, in the  
town of Marysville, on the <sup>second</sup> ~~first~~ day of next term, <sup>8<sup>th</sup></sup> ~~10~~ o'clock A, M, to testify and the truth

to speak on behalf of *Bradford Wood* in a certain

matter in controversy in our said court depending: wherein *Bradford Wood*

*is* plaintiff, and

*Thomas Foreman is* defendant.

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

writ, Witness John Cassil, clerk of said court at the court

house aforesaid, this *28<sup>th</sup>* day of *June* A, D, 1845

*John Cassil* Clerk,

B. Wadd  
vs

J. Foreman

Receipt for  
Witness

---

Given April  
1<sup>st</sup> 1843  
John Capil  
Clerk

Bradford Wood } Union Co Recs  
vs } for April term  
Thomas Goreman } 1843

Oliver Simpson Thomas I  
Junks Samuel & Walters, Thomas Wells, George  
Walters Samuel Simpson witnesses on  
the part of plff. Wm Lawrence his atty

Clerk Com Recs



Union Common Pleas

Bradford Wood

vs

Thos Furman

---

Woods Cost 38 61  
Furmans Cost 17 49  
Writ 56

Filed August 14<sup>th</sup> 1849  
John Basil 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 5<sup>th</sup> day of July A. D., 1843 Thos Farman

recovered against Bradford Wood

as well the sum of ————— dollars

and ————— cents, for ————— damages, as the sum of \$ 17,49

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 Bradford Wood

also the costs of said Wood amounting to \$ 38,61  
you cause to be made the damages and costs aforesaid with interest thereon from the 6<sup>th</sup> day of July 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 Thomas Farman  
&c.

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 22<sup>d</sup> day of July  
A. D., 1843.

Attest:

John Cassil CLERK.

Ex doc Page 84

Bradford Wood  
vs

Thomas Foreman

Costs \$18.78

Writ .41

Rec<sup>d</sup> writ Sept 22, 1843.

Made Oct 18, 1843.

Five dollar & twelve  
cents as follows

Clerk's Recept — \$1.87

Witness fees — 3.00

Sheriff fee 1.25

\$6.12

R W Steele Sheriff

Filed Oct 19 1843

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 18<sup>th</sup> day of April A. D., 1843 Bradford Wood

recovered against

Thomas Fournier

~~as well the sum of~~

dollars

and

~~cents, for~~

~~damages, as~~ the sum of \$ 18,78

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

Bradford Wood

you cause to be made the damages and costs aforesaid with interest thereon from the 18<sup>th</sup> day of April A. D., 1843, until paid. Also, the sum of \$ 41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Bradford

Wood

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 22<sup>d</sup> day of Sept

A. D., 1843.

Attest:

John Cassil

CLERK.

did on or about the first day of June 1842 at  
the County aforesaid speak utter and publish in the  
hearing of sundry persons and at different times  
and before different persons the following false  
slandrous scandalous malicious and wicked  
words of and concerning the plaintiff. he (meaning  
the plaintiff) stole hogs and I can prove it. he (mean-  
ing the plaintiff) stole hogs he (meaning the plaintiff)  
is a thief he (meaning the plaintiff) stole my  
(meaning the the lefts) hogs by means of speaking  
uttering and publishing which said false scandalous  
slandrous and wicked words the said plaintiff  
is greatly injured in his good name and reputation  
and has been rendered liable to a prosecution for  
stealing and larceny to the damage of the said  
Bradford Wood five thousand dollars and there-  
upon he sues to By Wm Lawrence his atty

Civil/Domestic Case File

Case No. 1842-CV-0079

No. 42-CV-79

Union Common Pleas Court.

Cyrus Fay et al

Plaintiff,

AGAINST

George Snodgrass et al

Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

\$ 484 <sup>32</sup>

Recorded &  
Indexed,

Journal 3

Page 58

Record No. 4

Page 66

Ex. Doc. 1

Page 290

Wm. C. Pheas

Jay Kelloun Co

Gen. Anod grass

Daniel Fox

Nar. i. ast.

Field No. 8<sup>th</sup> W. H. A.  
John Cape  
Club

b. t.

East hill made

(Recorded.)

Stu



The State of Ohio,  
Miami County, } ss.

COMMON PLEAS, of the Term of

November 1842

Cyrus Fay Lincoln Fulton & Lincoln Goodrich

Plaintiffs in this suit, complain of Gray Incegram

Robert &  
Daniel Fay

Defendant in this suit of a plea of Assumpsit, &c. For that

whereas the said defendant, on the 8 day of ~~Nov~~ A. D. 1842

at the county aforesaid ~~he~~ indebted unto the plaintiff in the sum of ~~one~~  
~~thousand~~ dollars, for so much money before that time by the plaintiff, lent  
and advanced to, and paid, laid out and expended for the defendant, at ~~his~~ request and  
so being indebted, the said defendant, in consideration thereof afterwards, to wit: on the  
day and year aforesaid, at the county aforesaid, undertook, and then and there promised the  
plaintiff to pay ~~the~~ said sum of money when thereunto afterwards requested—yet the  
said defendant, has never paid said sum of money or any part thereof to the plaintiff &  
but has wholly refused so to do and still do refuse. To the damage of the plaintiff \$  
~~one thousand~~ dollars, and therefore bring  
suit, &c.

By G. SWAN, ~~his~~ Attorney.

609-

Fay Wilbur Co

Gen Snodgrass

Daniel Fox

Am. 584. 37

Filed Nov 9<sup>th</sup> 1842  
Gen Snodgrass  
llm t-h

THE STATE OF OHIO,

*Muncie*

COUNTY,

} Ss.

*North*

TERM, 1842

And now *J. Bush* one of the Attorneys of this court appears  
in open court in behalf of the said *Cyrus Snowman, and*

*Daniel Fay*

defendants, and by virtue of a warrant of Attorney for

that purpose waives the issuing and service of process and acknowledges that the said  
defendants did assume and promise in manner and form as the said *Cyrus Fay*

*Lincoln Bulbourn & Lincoln Goodell*

plaintiffs have above thereof declared against *them* and con-  
fesses that the said plaintiffs have sustained damages by reason of the non-performance  
of the promise and assumption aforesaid to *Five hundred and twenty*

*four*

dollars and *thirty seven* cents, and he hereby releases

all errors and right and benefit of appeal on behalf of said defendant *s*

*J. Bush* Attorney for Defendant *s*

Union Comm. Decas.

Cyrus Fay & Co.

v.s.

Geo. Woodman & Daniel Fox.

Damages, ————— \$584.37

Costs, ————— 7.56

Writ, ————— 0.41

\$592.34

John Cabell, etc.

Filed March 30<sup>th</sup> 1843

John Capie Clerk  
postage 15

Now This writ, Dated the 23<sup>rd</sup> 1842 and titled  
The Survey on the following Described real Estate to wit  
Beginning at Three Bur Oaks South easterly Corner to the  
original survey of which the land now conveyed is a part  
thence N 65° E by poles crossing the same thence 63° E 80  
and then back N 73° north westerly Corner N 83° E 98 poles to a  
pole to fence white oaks thence N 83° E 62 poles to a stake  
black oak and bur oak thence S 34° W 101  
in the line of the original survey thence S 34° W 101  
poles to a stake in a Luthery line of the said  
survey thence with said line S 30° W 75 1/2 poles to  
a bar oak and white oaks and hickory thence south  
88 W 104 poles to two bur oaks thence S 55° W 74 poles  
to the Beginning containing one hundred and sixteen  
acres of land the Township more or less being a part  
of survey N 74° 52' as it is described in the principle  
of surveys books which was patented to Walter Duran  
the 6<sup>th</sup> day of February 1813 and stayed by order of  
plaintiff and the costs paid by the Defendant

"75"  
"35"  
"10"  
35

Mileage  
Service  
Recording  
Postage  
Return

William Warner Shff Am. C. \$1.07 1/2

The State of Ohio, Union County, ss:

*Madison*  
TO THE SHERIFF OF ~~Said~~ COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of ~~said~~ *Union* County, begun and held at the Court House in Marysville  
on the *8th* day of *November*, A. D., 184*2*,

*Cyrus Fay & Co.*

recovered against *George Brodgrass and Daniel Fox,*

as well the sum of *five hundred and Eighty four* dollars  
and *37* cents, for *his* damages, as the sum of \$ *7. 86*  
for *his* costs and charges in that behalf expended, as of record is manifest. You are there-  
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

*George Brodgrass and Daniel Fox,*

you cause to be made the damages and cost aforesaid with interest thereon from the *8th* day of  
*November*, A. D., 184*2*, until paid. Also, the sum of \$ *0. 41* the costs of increase  
on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House  
aforesaid, on the first day of our next term, to render unto the said

*Cyrus Fay & Co.*

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

*John Cassils* *prosten.* of *Union Co.*  
WITNESS ~~JAMES H. GUY~~, Clerk, of said Court, at the Court-House

aforesaid, this *8th* day of *November*,

A. D., 184*2*.

Attest:

*John Cassils* CLERK *prosten*

Civil/Domestic Case File  
Case No. 1842-CV-0080

NOV TERM. 1842

No. 42-CV-80

Union Common Pleas Court.

Mrs M. Elvairio  
Plaintiff,

AGAINST

A. B. Kelley  
Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

Recorded &  
Indexed,

Journal 3 Page 58

Record No. 4 Page 67

Ex. Doc. 1 Page 291

Union Co. Phas

Mr. M. P. Swan

A. B. Kelly

Mar. 2nd.

Filed Nov. 8, 1842.

John Cassid, Clerk.  
at.

last bill made

(Recorded.)  
p. 67.

Ento.



The State of Ohio,

*Union*

County, ss.

}

In the Common Pleas,

Of the Term of *March* 18*42*

*William M. Clove*  
suit complain of *W*

Plaintiff in this

*B. Kelly*

defendant in this suit, of a plea of assumpsit, &c. For that whereas the

defendant on the

*11<sup>th</sup>*

day of

*Sept*

A. D., 18*42*

at the County

*of Union*

indebted to the plaintiff in the sum of

*Seven hundred*

dollars for money lent by the plaintiff to the defendant

at *his* request. And the defendant afterwards on the day and year aforesaid, at the county aforesaid in consideration of the premises, then and there promised to pay the said sum of money to plaintiff on request.

Yet the defendant has not paid said sum of money to the plaintiff or any part thereof; to the damage of the plaintiff

*Seven hundred*

dollars: and therefore ~~they~~ brings suit.

By

*C. O. Murphy*

Attorney.

boy.

Mr. M. Elvan

St. B. Kelly

ed. 379. <sup>N</sup>

Filed Nov. 8, 1842.  
John Cassilft.  
li b

THE STATE OF OHIO,

*Wmci*

COUNTY,

} Ss.

*Wmci*

TERM, 184*e*

And now *S. Brush* one of the Attorneys of this court appears in open court in behalf of the said *Wm B. Kelly*

defendant and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendant did assume and promise in manner and form as the said *William*

*McElvain*

plaintiff has above thereof declared against *he* and confesses that the said plaintiff has sustained damages by reason of the non-performance of the promise and assumption aforesaid to *Three hundred and*

*seventy nine* dollars and *fifteen* cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendant

*S. Brush*

Attorney for Defendant

For miles 11: 1842 no good as peria thin wire  
 on the following described real estate to wit  
 Subdivision of the lots Nos 2158 & 2116 in the City of  
 Columbia in the County of Franklin one the same  
 Being mortgaged were not offered for sale  
 William Dominigan atty

Per. 2 day 35  
 Mil 05  
~~do~~ 10  
 50

Union Common Pleas.

Mr. M'Elvain

<sup>vs.</sup>  
 N. B. Kelly.

Damages, — \$379.15

Costs, — 7.50

Writ, — 0.41

John Casil, etc.

Filed April 6<sup>th</sup> 1843  
 John Casil etc.

Recd Nov 10 1842

The State of Ohio, Union County, ss:

*Franklin*  
TO THE SHERIFF OF ~~Said~~ COUNTY, GREETING:  
*Union*

WHEREAS, at a Court of Common Pleas of ~~said~~ County, begun and held at the Court House in Marysville  
on the *8th* day of *November*, A. D., 1842,

*William M'Elvain*

recovered against *A. B. Kelly*

as well the sum of *Three Hundred and seventy nine* dollars  
and *15* cents, for *his* damages, as the sum of \$ *7.70*  
for *his* costs and charges in that behalf expended, as of record is manifest. You are there-  
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

*A. B. Kelly*

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 \$ *0.47* 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

*William M'Elvain.*

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

*John Cassil*  
WITNESS ~~JAMES H. GILL~~ Clerk of said Court, at the Court-House

aforesaid, this *Eighth* day of *November*,  
A. D., 1842.

Attest:

*John Cassil*, CLERK

Civil/Domestic Case File

Case No. 1842-CV-0081

No. 42-CV-81

Union Common Pleas Court.

Augustus Hall

Plaintiff,

AGAINST

Merrill Royce

Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

\$77 50

Recorded &  
Indexed,

Journal 3

Page 72

Record No. 4

Page 87

Ex. Doc.

Page

Filed Nov 9<sup>th</sup> 1862  
John Capri  
llut. pt.



Five days after date I promise to pay Augustus  
Hall or Beamer Seventy four  $\frac{46}{100}$  dollars for  
Value Recd. April 19<sup>th</sup> 1842

Merrile Poyer

and I do hereby authorize and empower Otway  
Carry or any other attorney at law in the State  
of Ohio to appear before any court of record in  
said State or before any Justice of the Peace  
in the State of Ohio and for me and in my name  
to waive the issue and service of process and  
Confess a judgment against me & in favour of  
the holder of the above note for the the said  
Sum of \$74.46 mentioned in the above note  
together with interests & Costs. after the same shall  
become due & I hereby release all errors &  
waive all errors & right & benefit of appeal  
in my behalf

Given under my hand & seal this  
19<sup>th</sup> day of April 1842.

Merrile Poyer

Hall  
s  
Poyce

Plea

Filed Nov. 9, 1842.

John Carnie,  
Att. gen.

---

Campbellson

Augustus Hall  
v  
Merrill Royce }

In Union County Court  
of Common Pleas To  
Nov Jan 1842

And now Comes the said  
Merrill Royce by C. H. B. Allison his Attorney  
and says he cannot gainsay the said  
Plaintiffs Cause of action or Right to judy  
ment, and by virtue of a warrant of Attorny  
due to the Court Shows. waive the fine and  
services of process and confers a judgment  
in favor of the said Augustus Hall  
and against the said Merrill Royce for  
the sum of seventy seven Dollars and  
fifty Cents and Costs of suit and hereby  
releases all error and right or benefit of  
Appeal in behalf of Deft.

C. H. B. Allison

His atty

Augustus Hall

5  
Merrill Royce

Nov

Filed Nov. 8, 1842.

John Ladd, Clerk  
per ten.

best bill made

(Recorded, Book 4, page 87.)

Journal Nov 7

Hall in possession

State of Ohio Union County S.

In Union Common Pleas on the 18th 1842

Augustus Hall complains of Merrill Royce  
in a plea of assumpsit for that whereas  
the said Merrill Royce on the 19th day  
of April 1842 at Mansfield in said County  
made his certain writing obligatory of that  
date and then and there delivered the same  
to the said Augustus Hall and thereby promised  
to pay the said Augustus Hall the sum  
of Seventy four  $\frac{46}{100}$  dollars five days after  
the date thereof which period has now  
elapsed and the said Merrill Royce afterwards  
toured on the sixth day May 1842 at the County  
aforesaid in consideration of the premises  
undertook and promised to pay the same  
when he should be thereof afterwards requir-  
-ted yet the said Merrill though after  
requested hath not paid the said sum  
of money or any part thereof to the damage  
of the said Plaintiff one hundred dollars  
& thereupon he sues for

A Hall in  
prose

Civil/Domestic Case File

Case No. 1842-CV-0082

No. 42-CV-82

Union Common Pleas Court.

Mathias Leable,

Plaintiff,

AGAINST

Courmel & Shueles,

Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

\$66.<sup>09</sup>

Recorded &  
Indexed,

Journal 3

Page 81

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Ex. Doc. 1

Page 296

Union Com. Recs

Seable  
vs  
Schuler

Receipt for Lt.

Filed Dec. 5, 1842.  
Geo. Cabell,  
Clerk.



Mathias Seabe }  
vs  
Conrod Schuler }

Scire Facias  
on suggestion of Lands  
execution against the lands  
of defendant Nov <sup>20</sup> 1842

Issue an execution to the Sheriff of  
Lima County that the Judgment and  
costs may be made,

Wm Lawrence  
att for plff

Seable  
v.  
Schuler.

---

Filed March 4, 1843.  
John Cassil  
Clerk

---

Mathias Siebel } Union County Com. Pleas Nov. 7. 1823.  
vs } Sci. fa. to Subject Lands to Execution

Sebastian Myer }  
Conrad Shuyler } In this case issue Execution to the  
Sheriff of Allen County Ohio

Newton & Lawrence

Attys

March 3<sup>d</sup> 1823

To the Clerk of  
Union Co. Com. Pt. }

Union Com. Pleas.

---

Mathias Seable  
vs.  
Commod Schuler.

---

Transcript.

Filed Nov. 8, 1842.

John Carril, (U.S.)  
Att. Gen.

Cost Bill made

(Recorded, Book 4,  
page 103.)

|                                    |                                                                |
|------------------------------------|----------------------------------------------------------------|
| Mathias Seable                     | November the 1 <sup>st</sup> 1842                              |
| v s                                | Suit brought on account                                        |
| Coonrod Schuler                    | which reads as follows, viz                                    |
| Debt 66.09                         | Coonrod Schuler vs to                                          |
| Summons . . 12 <sup>2</sup>        | Mathias Seable                                                 |
| Judgment on 25 <sup>th</sup> trial | To 2 <sup>1</sup> / <sub>2</sub> Month half boarding at home a |
| Constable fee 60                   | week - - - - - 20.00                                           |
| Subpoena 38                        | To one year - - - - - 1.00                                     |
| Execution 25                       | To one pistole - - - - - 1.00                                  |
| transcript 31 <sup>4</sup>         | To one pair of Stibzands                                       |
|                                    | shirts & gages . . . . . 1.00                                  |
|                                    | for Duces - - - - - 6.41                                       |
|                                    | for Boarding his Brother 3.93                                  |
|                                    | To 20 meals victuals 175                                       |
|                                    | Accounty for a horse to                                        |
|                                    | 3 year single wicket - - - - -                                 |
|                                    | October the 4 <sup>th</sup> 1842 - - - - - 30.00               |
|                                    | <hr/> \$66.09                                                  |

The parties appeared trial had the said  
 Coonrod Schuler Confessed judgment to the  
 amount of the above account of Sixty six  
 Dollars and 9 cents this therefore Comenced by  
 Me that the said Mathias Seable Recover judgment  
 of the Said Coonrod Schuler and costs of Suit  
 tax at 1.6 on cents Execution issued and Delivered  
 to Const on the 2<sup>nd</sup> Day of Nov<sup>r</sup> 1842 Execution  
 Return rendered no property found to execute  
 word Body this 3<sup>rd</sup> Day of Nov<sup>r</sup> 1842 Samuel  
 Vanblancien Const fees 3<sup>5</sup> it is suggested  
 to me that said defendant is possessed of  
 Lands liable to Levy and sale on Execution  
 State of Ohio Allen County Duchesquet Township 38.3  
 I do hereby Certify that the above is a true  
 copy from My Booklet of the proceedings

had by and Before me in the above  
Cause

Signed } B. H. Laning Justice of  
the peace of the aforesaid Township

Union Common Pleas.

---

Leable

v.

Schuler.

Alia Sci. Jac.

---

Deft not found in my County  
Nov 9<sup>th</sup> 1842  
W W Stebbins

Sec 35  
Mile 5  
40

Filed Nov. 10, 1842.

John Cassil, Clk.  
Rt.

The State of Ohio, Union County, ss.  
To the Sheriff of said County - Greeting:

Whereas, Mathias Leable, recovered a judgment before B. H. Loring, one of the Justices of the Peace within and for the County of Allen, in said State, for the sum of \$166.09 debt, and \$1.00<sup>1</sup>/<sub>2</sub> costs against Commod Schales, upon which said judgment an execution was issued by the said Loring, and returned, no property found whereon to levy - and it having been suggested to the said Loring, that the said Schales 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, as we have heretofore commanded you, that you make known to the said Commod Schales to appear before our said Court of Common Pleas ~~on the first day of their forthwith~~, 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 John Cassil, Clerk pro tem.  
of said Court, this 9th day of  
November, A. D. 1842.  
John Cassil, Clerk pro t.



Union Common & Coas.

Mathias Seable

<sup>vs.</sup>  
Conrod Schuler.

Scire facias.

Left not found

Nov 8. 1842

W W Steele Sheriff

Law 35  
Mile 05  
40

Filed Nov. 9. 1842.

John Larned, Clerk pt.

State of Ohio, Union County, ss.

To the Sheriff of said County - greeting:  
Whereas, Mathias Seable recovered a judgment before B. H. Laming, one of the Justices of the Peace within and for the said County of Union Allen, in said State, for the sum of Sixty Six dollars and nine cents for his Debt, and \$1.60<sup>2</sup> costs, against Conrad Schuler, upon which said judgment an execution was issued by the said Laming, and returned no property found whereon to levy - and it having been suggested to the said Laming, that the said Schuler 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 Schuler to appear before our said Court of Common Pleas forthwith, 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 John Cassil, Clerk pro  
tem. of said Court, this <sup>8<sup>th</sup></sup> day of  
November, A. D. 1842.

John Cassil, Clerk  
p.t.

March 8<sup>th</sup> - 1843

Received this writ this day and proceeded to bring the same on the following next estate to wit Sat 10<sup>th</sup> thirty four (34) on the Town of Fryburgh Returned no bill for want of printers fees they being demanded Alex: Beaty Shpp. & Co.

Union Common Pleas.  
Matthias Leable  
vs.  
Conrad Schuler.

Damages, — \$66.09  
Costs, — 1.60<sup>1/2</sup>  
Increase before Justice, 0.35  
Costs in Com. Pleas, — 7.93  
Win writ, — 0.41

Shiffs fees  
milage 18 miles — 90  
Servis — — 35  
Sacketing execution 10  
returning to nos office 5  
\$1.40

Filed March 23<sup>d</sup> 1843  
Jas M Caple Clerk  
Postage — ,20

Count April 18

The State of Ohio, Union County, ss:

*Allen*  
TO THE SHERIFF OF ~~SAD~~ COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said <sup>Union</sup> County, begun and held at the Court House in Marysville on the *Eighth* day of *November*, A. D., 1842, *Matthias Seable* recovered an award of Execution against the lands and tenements of *Leonard Schuler*, on a judgment rendered by *B. H. Loring*, a Justice of the Peace, on the ~~4th~~ *4th* day of *October*, 1842, for the sum of \$66.09 damages, ~~recovered against~~ and \$1.60<sup>1</sup>/<sub>2</sub> costs,

as well the sum of \_\_\_\_\_ dollars  
~~and~~ \_\_\_\_\_ cents, for *as well as* ~~damages~~ the sum of \$ 0. 35 cents  
for *his* costs and charges in that behalf expended, as of record is manifest. You are there-  
fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

*Leonard Schuler,*

you cause to be made the damages and cost aforesaid with interest thereon from the *10th* day of  
*November*, A. D., 1842, until paid. Also, the sum of \$ 7. 93 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 *Matthias Seable*.

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

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

Attest: *John Cassil,* CLERK.

Civil/Domestic Case File

Case No. 1842-CV-0083

No. 42-CV-83

Union Common Pleas Court.

William Hoskins

Plaintiff,

AGAINST

Jesse Reed,

Defendant.

MAY TERM, 1845

Discontinued

Journal

3

Page

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Record No.

No Record

Page

Ex. Doc.

Page

Union Camp - New  
Hart Jun 1842

---

William Gaskins  
ry  
Depe Recd Capt

---

Receipt

Filed Nov. 9, 1842,  
John Carril,  
Clk. pt.

Crawford

Union County Court of Common Pleas  
November Term A.D. 1842

William Hoaskins  
vs  
Jesse Reed Lawstath &c } Action of trespass as  
- assault and battery and  
false imprisonment under  
colour of office &c  
Damage \$500.00

The Clerk will issue a summons in the above  
case returnable forthwith -

Indorse suit  
brought to recover damages for an assault  
and battery committed by the Defendant up  
- on the plaintiff and falsely arresting, detain-  
- ing and imprisoning said plff. & an  
- colour of office without any legal autho-  
- rity and other wrongs &c  
Damages \$500.00

Nov 9<sup>th</sup> 1842

By J. B. Crawford  
Atty. for Plff



Suit brought to recover damages for an assault & battery  
committed by the defendant upon the plaintiff, and falsly  
arresting, detaining and imprisoning said plaintiff under  
color of office, without any legal authority, and  
other wrongs, &c. Damages \$500.00

By James M. Crawford,  
Attys. for plff.

Union Com. Pleas,

Wm. Hoskins

U.S.  
Jesse Reed.

Served by Certified  
Copy. Nov. 10<sup>th</sup> 1842

W W Steele Sheriff

|      |       |
|------|-------|
| Sew  | 35    |
| Mile | 75    |
| Copy | 15    |
|      | <hr/> |
|      | 125   |

Filed Nov 10. 1842

John Capil Clerk of  
Court

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Jesse Reed, Constable, &c.*

*Lorthwith* 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 Hoskins*

in a plea of *Trespass*. Damages *five hundred* Dollars.

And have you then there this writ.

*John Cassil pro tunc*  
WITNESS, ~~JAMES H. GILL~~, Clerk of

said Court, at the Court-House aforesaid, this

*9th* day of *Nov'r*. A.D. 1842.

*John Cassil, CLERK, pro tunc*

Union Comm Pleas  
Nov - Dec 1842

---

William Hastings  
of <sup>the</sup> Lehigh  
Lehigh River

---

Mass

Filed February 22, 1843.  
John Cassil,  
Clerk.

Cost bill made

Lehigh River

The State of Ohio Union County of  
Union Court of Common Pleas  
November Term 1842

William Haskins by his Atty<sup>s</sup> Bradford &  
Shuman Complain<sup>t</sup> vs. Jesse Reed Constable in  
a plea of trespass with Arms in assault & Battery  
and false imprisonment, for that the said  
Jesse Reed under colour of his office as constable  
as aforesaid on or about the 13<sup>th</sup> day of October  
AD 1842 at the County of Union aforesaid with force  
and arms &c. Made an assault upon him the said  
William Haskins and then and there seized and  
laid hold of him the William Haskins and with  
great force and violence pulled and dragged  
about him the said William Haskins and then  
and there struck him the said William Haskins  
a great many violent blows & strokes and also then  
and there <sup>forced and</sup> compelled him the said William Haskins  
to go from and out of the dwelling house of one  
Abijah Gandy a Justice of the Peace in and for  
the Township of Sussburg in said County into the  
public highway and then and there <sup>forced and</sup> compelled  
him to go along said public Road a great dis-  
tance to wit six Miles, and then forced and  
compelled him the said William Haskins to go  
before one J. B. W. Hayes a Justice of the Peace  
in and for the Township of Cleypaun in said  
County and then and there imprisoned the said  
William Haskins and then and there kept and de-  
tained him in prison there for a long space of  
time to wit for ten hours the next following without  
any reasonable or probable cause whatsoever and  
without having any warrant in his possession or

or any legal authority whatsoever contrary to the  
Laws and Customs of this State and against the  
will of the said William Haskins whereby the said  
William Haskins was then and there not only greatly  
hurt wounded and bruised but was also <sup>thru</sup> and  
then greatly oppressed and injured in his credit and  
circumstances and kept and detained from his  
business and occupation for a long space of time  
to wit for the space of ten hours to the damage of  
the said William Haskins to wit five hundred  
dollars -

And also for that the said Jesse Reed  
Constable as aforesaid on or about the 13<sup>th</sup> day  
of October AD 1842 with force and arms made  
another assault upon the said William Haskins to  
wit at the County of Union aforesaid and then  
and there laid violent hold of him the said W<sup>m</sup>  
Haskins and then and there violently pulled beat  
bruised and ill treated him the said W<sup>m</sup> Haskins  
and then and there imprisoned him the said  
W<sup>m</sup> Haskins and kept and detained him in prison  
then for a long space of time to wit for the  
space of ten hours without any reasonable or  
probable cause and without any legal author-  
ity <sup>or any reasonable or probable cause</sup> ~~contrary to the laws and Customs of the State~~  
and against the will of the said W<sup>m</sup> Haskins  
then and there pretending to have a warrant for  
him the said William Haskins and thereby force  
and compelling him the said William Haskins  
to go a great distance with him the said  
Jesse Reed to wit six miles contrary to the  
statute in such case made and provided  
and to the damage of the said William

Hoaskins to wit five hundred dollars &  
— — — — — And also for that ~~with~~ the  
said Jesse Reed on or about the said 12<sup>th</sup>  
day of October A.D. 1842 with force and arms  
Made an <sup>other</sup> assault upon the said ~~the~~ said W<sup>m</sup>  
Hoaskins to wit at the camp of Union of persons  
and then and there laid violent hold of  
him the said William Hoaskins and then there  
violently pulled beat bruised wounded and  
otherwise ill treated him the said William  
Hoaskins and other wrongs to the said William  
Hoaskins then and there laid against the peace  
and to the damage of the said William  
Hoaskins of five hundred dollars and  
thereupon he brings suit &c

By Crawford  
Atty for P<sup>l</sup>

Laurelwood Plus

Pepo Road

Ads

Wm. Hopkins

Plea

Filed July 25 1843

John Cassil

Clerk

Allison & H. Co.

Jesse Read

vs

William Hoskins

In Trespass

And the said Jesse Read comes  
and defends, & and says that he is  
not guilty in manner and form

as the said William Hoskins hath complained against  
him, and of this he puts himself upon the  
Country, and the <sup>said</sup> William Hoskins doth the  
like &c

By Allison & Hall  
His Atty.

The plaintiff will also take notice, that  
the defendant, on the trial of this cause, will give  
in evidence and insist, that if any imprisonment  
or other injury was <sup>done</sup> to the person of the plaintiff  
by the defendant, that defendant was performing  
his duty as a constable at the time of ~~this~~  
committing of said grievance complained of  
(if grievance it was). That defendant was a  
constable at that time, duly qualified in and  
for the township of Lebanon, County  
of Union and State of Ohio.



Union Corn Pleas

Wm Hostens

vs  
Lesse Reed

Sub. Deft. vs

Served the writ  
by reading the writ in  
Public Court

Service — 35

Summons — 25

Mileage — 75

135

Wm Robinson Sheriff

of Alb-co  
per Wm Evans Deft

Alb-co

May 26<sup>th</sup> 1845

Filed May 27<sup>th</sup> 1845

John Chapel Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *William Hamilton and J.B. W. Hayes*  
*and that the said Hayes bring with him his docket or a transcript*  
*therefrom in the case of State of Ohio vs William Hoskins*

to be and appear before our Court of Common Pleas of said County, at the Court house  
in the town of Marysville, on the first day of next Term, 10 o'clock, A. M. to testify and  
the truth to speak on behalf of *the Defendant* in a certain  
matter in controversy in our said Court depending: wherein *William*

*Hoskins* \_\_\_\_\_ is plaintiff, and  
*Jesse Reed* is \_\_\_\_\_ defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there  
this writ. Witness John Cassil, Clerk of said court at the  
court house aforesaid, this *23<sup>d</sup>* day of *May* A. D. 1845,

*John Cassil* - Clerk.



Union Complex

Wm Hoskins  
vs J. P. Smith  
John Reed  
Deft. Wit

Filed May 23. 1845  
John Basil Clerk

William Hoskins } In Union Co in Pleas  
vs  
Jesse Reed } Clerk will issue subpoena  
to William Hamilton

and to A. B. W. Haynes and that he bring  
with him his docket, <sup>or a transcript thereof</sup> in the case of  
State of Ohio vs William Hoskins, to  
testify on behalf of the defendant return  
-able next term - 1<sup>st</sup> day

To John Cassel Clerk

A. B. Allison  
Atty for def<sup>t</sup>

Civil/Domestic Case File

Case No. 1842-CV-0084

No. 42-CV-84

Union Common Pleas Court.

John Pollock

Plaintiff,

AGAINST

Levi Lyvo

Defendant.

April 1843.

Judg vs Defend.

\$ 61<sup>87</sup>

Journal 3

Page 123

Record No. 4

Page 139

Ex. Doc. 1

Page <sup>379</sup>302

Filed Nov 10<sup>th</sup> 1942  
John Capil, Clerk  
P.T.

John D. Pickett

vs  
Levy Ayers

{

In assumption Damages

\$150.00

Done a reasonable & reasonable  
forthwith indorse sent but to recover the  
price and value of one horse - value then one  
horse - chattels sold and deliv'd. Horse Keeping  
Chattels sold &c

To Clerk Union Court  
Plus

}

A Ball atty  
A Plaintiff



Union & Common Pleas

John D. Ballou  
vs

Levi Lyon

Served by Certified  
Copy Nov 10. 1842  
Mr W. Reed Sheriff

Sew 35  
Mile 05  
Copy 15  
\$ 55

Filed Nov 10. 1842  
John Capel Clerk pro tem

Recorded

Shut brought to receive the price of  
value of one horse because due on horse  
Chattel sold and returned horse keeping  
Chattel sold &c  
A State Attorney  
for Plaintiff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon

*Levi Lyon*

*For Sheriff*

to appear

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

*John D. Pollock*

in a plea of *a Warrant* Damages *one hundred & fifty* Dollars

And have you then there this writ.

*John Capie*  
WITNESS, ~~JAMES H. GILL~~, Clerk of  
said Court, at the Court-House aforesaid, this

*10<sup>th</sup>* day of *Nov* A.D. 1842

*John Capie* CLERK. *pro te*

Union Com. Pleas

Sevi Lyon  
adv. Pleas  
John D Pollock

Filed January 19, 1843.

John Carle,  
Clerk.

---

Recorded.

Levi Lyow  
John D. Pollock <sup>vs</sup> Union Common Pleas

And the said Levi Lyow, comes and  
deposes &c. and says, that he did not assume said  
promise, in manner and form as the said  
John D. Pollock hath declared against him, and  
if this he puts himself upon the Country, and the  
said John D. Pollock, doth the like

By P. B. Cole his Atty

Deeds by reading to A. L. Jennings, Dequaha Wood & by copy to  
J. Murphy April 13. (J. Wood demands fee & parish) by copy to J.  
Llyst April 15. d. W. Silver April 14. by copy John Lawrence &  
John Lawrence & W. Moore April 15. 1843  
W. W. Steele Draft

John D Pollock  
vs  
Sevi Lyon

|       |   |        |
|-------|---|--------|
| Law   | — | 1 02½  |
| Mile  | — | 1. 40  |
| Costs |   | 60     |
|       |   | 3. 02½ |

Filed April 15<sup>th</sup> 1843  
John Casie Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon <sup>William Moore, James N. Engle,</sup>  
~~Ingraham Wood~~ Joseph Murphey, Thomas  
Dawson, Stephen Dycart, John Dawson, David H. Silvers, <sup>He</sup>  
~~Jennings~~ to be and appear before our Court of Common Pleas of said County, at the Court house, in the  
town of Marysville, <sup>on the third day of next Term at 10 o'clock AM</sup> ~~fourth~~, to testify and the truth to speak on behalf of John D  
Pollock

in a certain  
matter in controversy in our said Court depending: wherein John D Pollock  
is plaintiff, and  
Sevi Lyon defendant.

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

Witness <sup>John Casil</sup> ~~James H. Gill~~, Clerk of said court at the court house

aforesaid, this 13<sup>th</sup> day of April A: D. 1843

John Casil  
CLERK.

Union Com. Pleas  
John D Pollock  
vs G subpoena  
vs G for writ  
Lew Lyon

Served by reading  
to with apl. 19<sup>th</sup>

1843  
John Hurley for  
W Steele Treff

Lew 12  
Mile — 30  
42<sup>2</sup>

Liled April 20<sup>th</sup> 1843  
John Caspell

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *A. A. Williams*

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ *on the 20<sup>th</sup> day of April 1843. at 9 o'clock*, to testify and the truth to speak on behalf of *Levi Lyon*,

in a certain

matter in controversy in our said Court depending: wherein *John O. Follock* is

plaintiff, and

defendant.

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

Witness *John Cassel*  
*James H. Gill*, Clerk of said court at the court house  
aforesaid, this *19<sup>th</sup>* day of *April* — A. D. 184 *3*.

*John Cassel*  
CLERK.



Filed April 19, 1863.

John Carnil, 116.

John D. Pollock  
Levi<sup>15</sup> Lyon } Union Com Pleas

- Issue a subpoena for A. Millington  
witness for dect April 19<sup>th</sup> 1843

J. B. Cole Atty Gen  
Sept 11

John D. Pollock

vs

Sevi Lyon.

Deponents

Filed April 13, 1843.

John Cassil.

Cost bill made

Recorded

In Union Common Pleas

John D Pollock

vs  
Levi Lyon

Notw

John D Pollock  
vs  
Levi Lyon

In Union County, Court of  
Common Pleas to Nov. Term  
1842

The said Defendant or P. B. Cole  
his atty will take notice that depositions will be  
taken to be read on trial of this cause before  
~~Amos A. Williams~~ J.P. at his office in ~~Union County~~  
Union County Ohio on ~~Wednesday~~ <sup>Wednesday</sup> the ~~10th~~ <sup>11th</sup> day of  
April Inst. between the hours of nine o'clock  
AM. & nine PM on said day

John D. Pollock

Served on me April 8th 1842

P. B. Cole atty  
for def

Depositions of Witnesses, taken in a cause pending in the Court of Common Pleas in and for the County of Union and State of Ohio. Wherein John D Pollock is plaintiff and Levi Lyon is defendant and for said Plaintiff in pursuance of the notice hereto attached and at the time and place therein mentioned - present the plaintiff by his attorney, and the defendant by his attorney

Daniel Cooksey of the County of Champane of lawful age being first duly sworn by me as hereafter certified deposes and says as follows.

Question by plaintiff. Were you present at a conversation between John D Pollock & Levi Lyon the parties to this suit - about the sale of a horse by the plaintiff to the defendant - if so state when, where, and what the conversation was, and all you know about the case,

answer I was called on to be a witness between Lyon and Pollock about a horse that Pollock sold to Lyon for one hundred dollars and after Lyon had ~~had~~ had the horse some time he brought him back and said he was sick Lyon said he thought he had the yellow water Pollock said and they both agreed to it that he Pollock would take back the horse and give up the notes and Lyon's name was to be torn off of the notes and the notes to be left with me to show when the payment became due if the horse was well or got well within three weeks or a month or two months Lyon was to take him back and pay for him as the notes became due there was two notes of

fifty dollars cash the first note became due the  
twenty fifth of Dec 1838 the other note became  
due nine months from its date and the notes were  
wrote the third of August 1838 and Pollock  
took the horse back on those conditions and  
would not agree to take him back on any  
other the conversation was held at my stable  
in Champaign County Ohio and the party have  
agreed in my presence and hearing that it was on  
the sixth of August 1838 that Lyon brought  
the horse back and I do not recollect any  
thing being said about new notes being given  
the notes were left with me to show when the notes  
were due and their amount provided that  
Pollock took back the horse to Lyon, Lyon said  
the reason why he thought the horse was sick  
was because he would not eat.

Question by plaintiffs counsel. How far do you live from  
the plaintiff. Did you see the horse fed immediately  
after Pollock took him back. What care did  
Pollock take of the horse. And what directions  
about him did Lyon give.

answer I lived about forty rods from the  
plaintiff, either that day or the next day I saw  
him fed and he did not eat like a sick horse  
but eat with a good appetite and a day or two  
afterwards I saw him eat again and he eat  
about as well as before he kept him some  
times in the stable and some times in the pasture  
and some times he run in the woods he was to  
use the horse the same as though he was his own.

In reply to a question of the same.  
The witness says I am a farmer and used accustomed  
to using horses and feeding them the horse looked  
to me as though he needed something to eat

more than anything else the horse thrived but would have thrived better had he been in better pasture has not been sick or lame as I know of I have seen the horse as frequently as other horses in the neighborhood whilst Pollock kept him,

Question by same. What was it worth to keep a horse by the week in the way Pollock kept said horse,  
answer, about fifty cents,

Question by same. Did the horse try to getting something for himself to eat whilst he was at your house, and the parties were making this arrangement,

Answer, he pulled and broke the <sup>bridle</sup> in trying to get the grass near him

Question by same. How did Pollock use the horse while he had him in his possession after Lyon returned him, and he did not work him any but always said he was keeping him for Lyon and no other purposes

cross examined by Defendant.

- Do you not know that the horse was ~~and~~ a weak and unsound animal at that time, and had always required particular care and attention to keep him in order, and what was his appearance at that time.

answer, I considered him a sound horse he had been sick during that season and Pollock said it was a founder, all I know about the horse being sick was what Pollock told me at the time Lyon brought him back he looked hollow and bad and I supposed that it was for want of something to eat

- question by same, - Did not Pollock use the horse for a riding horse during the time he had him



Answers, he rode him part of the time and  
part of the time he rode his own

Daniel Cooksey

Sworn to and subscribed before me this  
April the 12<sup>th</sup> 1843 A. N. Williams J. P.

The Plaintiff is hereby notified that the defendant  
will except to the foregoing deposition on the <sup>being offered in evidence under the 22<sup>d</sup> Clauses</sup> following grounds. To wit. The said Deposition purports  
a special Contract between the parties, depending the right  
to sue on which, depends on a condition to be performed by  
the plaintiff. And consequently cannot be proved under  
the Common Counts, 2<sup>d</sup> the deposition fails to sustain the  
Declaration, April 13. 1843. W. Beale Atty for Dft.

And at the same time and place come Abrial  
Cushman of the County of Champaigne, of lawful age, and  
being first sworn by me deposes, as follows.

Question by plaintiffs counsel. Did you ever hear Lyon, the defen-  
-dant in this case, say any thing about a horse he got of  
plaintiff, if so what did he say, was it the same horse  
in controversy, and at what time was it,  
answer in the fall of 1840 as I was going home  
from Marysville court fell in company with Levi  
Lyon myself and Lyon got to trotting horses and  
Lyon said he had one at home that he got from  
T. Mock which was in law now that could trot  
a mile in three and one half minutes and he

and he thought with practice he could do  
it in three and he said that Mr Caplan  
would give him five hundred dollars for  
him if he could do it Abial Kustman

I argue to take <sup>no</sup> exceptions to their depositions  
for want of a certificate, & sealing,  
P. D. Cook Atty  
for Deft.

sworn to and subscribed before me this April 12<sup>th</sup>  
1843  
A. A. Williams J. P.

Drove a the within  
by trading Apr 31<sup>st</sup> 1843  
A. S. Jennings of St. Louis

Service 127  
Mileage ~~40~~  
~~167~~

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Edward Tyler*

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 *Levi Lyon*

in a certain

matter in controversy in our said Court depending: wherein

*John D. Pallock*

plaintiff, and

*is  
Levi Lyon is*

defendant.

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

Witness <sup>*John Casie*</sup> ~~James H. Gill~~, Clerk of said court at the court house

aforesaid, this

*20<sup>th</sup>*

day of

*April*

A. D. 1843.

*John Casie*

CLERK.

Severed by reaching April 19, 1843.  
Wm Steele Sheriff  
p. St. Louis

Sew ————— 12 1/2  
Mile ————— 5

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *John Reed Jr*

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ *the 3<sup>rd</sup> day of this term at 10 o'clock A.M.* to testify and the truth to speak on behalf of *Levi Lyon*

in a certain matter in controversy in our said Court depending: wherein *John D. Pollack*

*is* plaintiff, and *Levi Lyon is* defendant.

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

Witness *John Cassie* James H. Gill, Clerk of said court at the court house

aforsaid, this *19<sup>th</sup>* day of *April* A. D. 1843.

*John Cassie* CLERK.

and in the further sum of fifty dollars for  
the price and value of gold and shillots  
then and there taken and since that time brought  
on the 7<sup>th</sup> day of July 1840 returned by  
the Sheriff to the sheriff at of his request  
and being so on receipt the said defendant  
on the Defendant's oath ~~that~~ <sup>that</sup> of course and as to the  
same ~~was~~ <sup>was</sup> on the day in years ~~was~~ <sup>was</sup> returned  
and ~~was~~ <sup>was</sup> ~~not~~ <sup>not</sup> ~~returned~~ <sup>returned</sup> to pay  
the said Defendant. The said several items  
of money. when he should be made returned  
requested up to the said defendant who have  
returned the said money and has not paid  
the said several sums of money or as there  
of them or any part thereof (although often  
requested to do so) but still neglects to pay  
do to do to the sum of the said ~~money~~ <sup>money</sup>  
one hundred and fifty dollars & more  
do more do

A Balliett  
per *[Signature]*

Recorded

State of Ohio.  
Union County ss

In Union County Court of  
Common Pleas. Nov. Jan 1842

John D Pollock complains of  
Levi Lyon in a plea of assumpsit. for that  
whereas the said Levi Lyon on the twentieth  
day of November in the year of our Lord 1840 at  
the County aforesaid was indebted to the said  
John D Pollock in the sum of fifty dollars  
for the price and value of one horse then and  
before that time bargained and sold by the  
~~Defendant~~ <sup>Plaintiff</sup> to the Defendant at his request  
for which the said Defendant afterwards took  
on the day and year last aforesaid undertook  
and promised to pay the said Plaintiff the  
said sum of money, when he the said  
Defendant should be thereunto afterwards  
requested.

And whereas also the said Defendant on the  
day and year last aforesaid at the County aforesaid  
was indebted to the said Plaintiff in the further  
sum of fifty dollars for work and labour, forage  
stabling care and attention bestowed in and  
about the feeding and keeping of sundry horses  
& geldings for the said Defendant and at his request  
And in the further sum of fifty dollars for money  
found to be due from Defendant to Plf. on an  
account then and then stated  
also in the further sum of fifty dollars <sup>balance due</sup> for the price  
and value of one horse then and there sold and sold  
delivered by the Plaintiff to the Defendant at his request



Union Compton Pleas

John D. Pollack

vs

Levi Syor

---

|             |                                        |
|-------------|----------------------------------------|
| Damages     | \$61,87 <sup>11</sup> / <sub>100</sub> |
| Deft's cost | 12,91                                  |
| Writ        | 41                                     |

Rec<sup>d</sup> this writ May 20.  
1843. — levied July  
6. 1843 — On 13 Cows,  
Not Sold for want of  
Time, M. M. Steele Sheriff

Filed July 7 1843

John Copit  
Clerk

---

This is an assignment of  
the within judgment by  
Pollack to Hall and by  
Hall to Pirrey on file  
in this office

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 19<sup>th</sup> day of *April* A. D., 1843 *John B. Bessick*

recovered against *John Lyon*

as well the sum of *sixty one* - - - - - dollars  
and *87 1/2* cents, for *his* damages, as the sum of \$

for costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said *John Lyon*

You cause to be made the damages and costs aforesaid with interest thereon from the *21<sup>st</sup>* day of *April* A. D., 1843 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 *John B. Bessick* also the sum of *\$12,91* the amount of said *goods*

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 *20<sup>th</sup>* day of *May*

A. D., 1843

Attest;

*John Bessick*  
Clerk

Read this writ Sept. 10, 1844. - Seized by instance  
 ten of P.M. Carriage upon 1-lyon Old Jural horse  
 1-lyon old John's horse off over the for sale on  
 the 28<sup>th</sup> day of Sept. having previously advertised  
 according to law, & left. Leaving apprehension  
 I apprehended the Lyon old Jural horse at 600 &  
 the 2-lyon old at 400 by the oath of A.R.B.  
 More & Frederick Ga. than on, no sale for want  
 of Producers  
 horse 35<sup>00</sup>  
 Mile 35  
 August 1.00  
 Advt .25  
 \$1.95

M. W. Steele Sheriff

Dr. fee 1.00  
2.95

John D. Pallock  
 vs  
 Levi Lyon

|             |             |
|-------------|-------------|
| Damages     | \$61.87 1/2 |
| Defts costs | 12 91       |
| Interest    | 1 62        |
| Writ        | 41          |

Filed Oct 2<sup>nd</sup> 1844  
 John Cassil CLK

THE STATE OF OHIO, COUNTY OF COLUMBIA  
 TO THE CLERK OF THE COURT OF COMMON PLEAS  
 IN AND FOR THE COUNTY OF COLUMBIA  
 I, JOHN CASSIL, Clerk of the Court of Common Pleas,  
 do hereby certify that the within and foregoing is a true and correct  
 copy of the original of the within and foregoing as the same appears  
 from the records of the Court of Common Pleas in and for the County  
 of Columbia, Ohio, this 2<sup>nd</sup> day of October, 1844.  
 JOHN CASSIL, Clerk of the Court of Common Pleas.

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 Levi*  
*Byon to wit: 13 Cows*

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy *John D. Palleck* the sum of *sixty one* dollars and *eighty seven & 1/2* cents, for *his* damages, together with \$ *12,91* for *Levi Byon's* costs, with interest thereon from the *18<sup>th</sup>* day of *April* A. D. 1843 until paid, which late in our said Court the said *John D. Palleck* recovered against the said *Levi Byon*

as of record is manifest. Also, \$ *1,62* 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 *John D. Palleck or his assignee*

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 *10<sup>th</sup>* day of *sept* A. D. 1844.

*John Cassil*

CLERK.

Ex Docket No. 2 page 171

John D. Sallack

vs

Levi Lyon

Left to cost 2632  
Writ 47

Service - - - \$0.55  
Mileage - - - 20  
Fronage - - - 62  
1,17

Wm. W. Robinson

Sheriff

Filed April 7<sup>th</sup> 1846  
John Caspi, Clerk

Received this writ December 24<sup>th</sup> 1845  
Settled by receipt from Levi Lyon  
The whole amount of cost receipt my  
costs — — — Wm. W. Robinson  
Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action *in assumpsit* lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein *John D. Sollock* was plaintiff, and *Sevi Lyon Sollock* was defendant, the costs of said *John D. Sollock* were taxed at *twenty six dollars thirty two* cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said *John D. Sollock* in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the *18<sup>th</sup>* day of *April* A. D. 1843 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 the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this *24<sup>th</sup>* day of *Dec.* A. D. 1845

*John Cassil* CLERK.

THE STATE OF OHIO, UNION COUNTY, OHIO

IN THE SENATE OF SAID COUNTY, GREENING

My commission expires on the 1st day of June 1845

Execution Docket No. 2 page 57

John D. Pollock

vs

Levi Lyon

|            |              |
|------------|--------------|
| Damages    | \$ 61.87 1/2 |
| Defts cost | 12.91        |
| Insurance  | 4.95         |
| Writ       | 41           |
|            | <hr/>        |
|            | 50.17 1/2    |

fees

Service - \$0.35

Mileage - 0.05

Advertising - 2.5

Printers fee - 75

Filed May 28<sup>th</sup> 1845  
John Caspell, clerk

A.

Received this writ November 27<sup>th</sup> 1844 -  
 Advertised the within property for sale on  
 the 26<sup>th</sup> day of May 1845 - took bonds for  
 redelivery of property - May 26<sup>th</sup> 1845 -  
 the defendant refused to turn out the  
 property there upon the property was not  
 sold -  
 J. 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*  
*Levi Lyon, to wit, one four year old*  
*sound Horse & one two year old sound*  
*Horse*

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 D. Gallack* the sum of *sixty one* dollars and *87 1/2* cents, for *his* damages, together with \$ *12.91* for *Lyons* costs, with interest thereon from the *21<sup>st</sup>* day of *April* A. D. 1843 until paid, which late in our said Court the said *John D. Gallack* recovered against the said *Levi Lyon*

as of record is manifest. Also, \$ *4.95* 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, one or other, as the law shall permit, being the property of the judgment debtor, which together with the property now hands not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said *John D. Gallack or his assignee*

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<sup>th</sup>* day of *Nov* A. D. 1844.

*John Cassil* CLERK.





John A Pallask)

<sup>vs</sup>  
Leri Lyon

} Two cases in Court of Com<sup>pl</sup> Pleas  
Union County Ohio

The Clerk will issue an execution  
against the Plaintiff in these cases for ~~the~~ any amount of  
Cost that in same ~~had~~ which were assessed against the  
Pltff and yet remain unpaid

To the Clerk of }  
the Court of Com Pleas }

P Bleole Atty for Def<sup>t</sup>

Dec 6 24 1845

Civil/Domestic Case File  
Case No. 1842-CV-0085

No. 42-CV-85

---

---

# Union Common Pleas Court

---

---

Hezekiah Davis

against

Plaintiff,

Joseph C. Puffer

Defendant.

JUL TERM. 1843

Settled

Journal

Page

Record No.

**No Record**

Page

Ex. Doc.

Page

Union Com. Decar,

Herziah Davis

<sup>v.s.</sup>  
Joseph C. Harper

Replevin.

Filed Nov. 10, 1842.

John Carnil,  
Att. n. t.

1843

Hezekiah Davis )  
vs )  
Joseph O Piper )

M<sup>o</sup> replevin  
Damages 500 \$

Clerk will issue a writ of Replevin  
returnable forthwith suit Brot To recover posses-  
sion of one <sup>four</sup> ~~three~~ horse wagon and bed. Value 100 \$  
one bay mare value 50 \$  
one Black mare value 100 \$

State of Ohio Union County ss Lawrence att. for plff  
Personally appeared in open  
Court Hezekiah Davis who being duly sworn according  
to Law says that he has good right to the possession of the above  
described goods and chattels and that they are wrongfully  
detained from him by defendant and that they were not  
taken on any execution for the payment of any jud-  
gment fine or amercement assessed against him nor  
on any writ of replevin or other process whatsoever  
issued against him the said Hezekiah Davis ends  
further saith not

Sworn to and subscribed in open Court  
Nov 10. 1842

John Capis Clerk pro ten

Union Common Pleas.

Herakiah Davis  
vs.

Joseph C. Dhiper.

Replevis - writ.

seized by reaching  
to left. taking property  
except 1 Bay mare lead  
taking bonds & delivery  
to Plff. Nov. tenth 1842

A. C. Dunning, Capt. Sheriff

|         |         |
|---------|---------|
| Law     | 35      |
| Writ    | 70      |
| Bond    | 50      |
| Inquest | 1.00    |
|         | <hr/>   |
|         | \$ 2.55 |

Filed Nov. 10, 1842.

John Cabell, Clerk.

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 Hezekiah Davis, the goods and chattels following, to wit: one four horse wagon and bed, value \$100 - one bay mare, value \$50 - one black mare, value \$100. which Joseph C. Phifer wrongfully detains from the said Davis, as is said; and also that you summon the said Joseph C. Phifer to appear forthwith before our Court of Common Pleas for said County, to answer unto the said Hezekiah Davis, for the unlawful detention of the goods and chattels aforesaid - damages five hundred dollars - and have you then there this writ.

Witness John Cassil, Clerk pro tem. of  
said Court, this 10th day of November,  
A. D. 1842.

John Cassil, Clerk pro tem.

Union Com Pleas

Huzenrath Davis  
vs  
Joseph C. Piper

Filed Dec 19<sup>th</sup> 1842  
Jesse Capie Clerk



State of Ohio  
Union County ss

Hezekiah Davis  
vs  
Joseph C Pifer } Union Common Pleas  
Nov term 1842

Hezekiah Davis complains of Joseph C Pifer in a plea of replevin for that whereas the said defendant on the sixth day of November 1842 at the Court of Union was possessed of certain goods and chattels of the said Plaintiff to wit one four horse wagon & bed of the value of one hundred dollars one Bay mare value fifty dollars and one black mare of the value of one hundred dollars to be delivered to the said plaintiff when he the said ~~plaintiff~~ defendant should be thereunto after wards requested yet the said Joseph C Pifer though requested so to do has not delivered the said goods and chattels nor any part thereof to the said Plaintiff and so the said defendant wrongfully detains the same from the said Plaintiff to his damage five hundred dollars and there upon he does  
etc

By  
J. Lawrence his  
att

Bond.

Filed Nov. 10, 1842.

I know all men by these presents that we  
Ezekiah Davis Anson Darrow & John Carter  
are held and firmly bound unto  
Jesse C. Phipps in the full sum of ~~ninety~~ <sup>ninety</sup> ~~five~~  
One Hundred & Eighty Eight dollars lawful money to the  
payment of which well and truly to be made  
we bind our selves, heirs, executors & administra-  
tors firmly by these presents sealed and signed by  
us this 10<sup>th</sup> day of November A.D. 1842 The Condi-  
-tion of this obligation is this the said ~~St~~ Davis  
on the tenth day of Novr. 1842 sued out of the Clerk  
office of the Court of Common Pleas of Ohio County  
Ohio his writ of Replevin for 1 four horse wagon &  
bed one bay mare & 1 black mare which writ  
is returnable forthwith, Now if said Davis appears  
in said Court, and prosecutes his said suit to  
effect and pays all costs and Damages that  
may be awarded against him then this  
bond to be void otherwise in full force and  
effect

Ezekiah Davis Seal

Anson Darrow Seal

John <sup>his</sup> Carter Seal  
(mark)

attest

W Chandler

Appraisement.

Filed Nov. 10, 1842.

John Cassid, Clerk.



Civil/Domestic Case File

Case No. 1842-CV-0086

No. 42-CV-86

Union Common Pleas Court.

Michael Everett

Plaintiff,

AGAINST

J. and A. <sup>H.</sup> Thomas

Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

Journal 3

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Record No. 4

Page 102

Ex. Doc. 1

Page 293

Michael. Everett

53

J. A. Thomas

Ann

Filed Nov. 10, 1842.

John Catlin, Clerk pt.

best bill made

Recorded, Book 4,  
p. 102.

Ann Per Pff



State of Ohio Union County ss.

Court of Common Pleas  
Nov. Term AD 1842

Michael Everett Complainer of John Thomas  
and Abel Thomas late partners in trade under  
the name & firm of J & A Thomas in a plea of  
Debt for that whereas the said Defendants  
(by their firm name of J & A Thomas) on the first day  
of May AD 1841 at the City of Philadelphia  
(town of Manassas) made their certain writing  
obligatory sealed with their seal (and now here to  
the Court shown) and then and then delivered  
the same to the said Michael Everett and thereby  
promised to pay the said Michael Everett or  
order one thousand dollars with lawful inter-  
est Twelve months after the date thereof  
which period has now elapsed. Yet the said  
Defendants have not paid the said sum of  
money nor any part thereof to the damage  
of said Plaintiff two hundred dollars  
Je

A. Hall atty  
in Plt.

Everett

43

J. & A. Thomas

Plen

Filed Nov. 10, 1842.

John Cassin, Clerk  
pt.

Allison per Sept 5

Michael Everett.

vs.

John Thomas &

Abel Thomas. sole partners

under the name of J. & A. Thomas

In Union Common  
Pleas. to November Term  
AD 1842.

And the said Defendants  
now come by Charles W. Allison. their attorney and  
says that they cannot gainsay the P'ss right to judg.  
-ment, and hereby waives the issue and service of  
Process. and confesses a judgment in favour  
of the said Michael Everett and against the said  
John Thomas & Abel Thomas partners as aforesaid for  
the sum of one thousand dollars Debt. and  
Amity one  $\frac{68}{100}$  dollars damages and Costs of  
Suit and hereby releases all error and waives  
all right of appeal in favour of Defendants

C. W. Allison

his atty.

Filed Nov 10th 1842

John Capel Clerk p.

\$1000.00

Twelve Months after date we promise to pay  
Michael Everett or order One Thousand Dollars  
with lawfull Interest without defalcation for value  
Received

We do also hereby authorize any attorney to confess  
Judgement against us in any Court of Records in the  
United States for said sum of One Thousand Dollars  
without Stay of Execution or Appeal

Witness our hands and Seal May 1<sup>st</sup> 1841

John C. Grates  
Jellison

J. G. A. Thomas  
Pr John Thomas

Union Common Pleas.

Michael Everett

J. & A. Thomas,  
<sup>vs.</sup>

Debt, ————— \$1000.00

Damages, ————— 91.68

Costs, ————— 7.41

Writ, ————— 0.41

Rec<sup>d</sup> this writ. Jan 4<sup>th</sup> 1843. No property found  
in my bailwick whereon  
to levy. Jan 7<sup>th</sup> 12<sup>th</sup> 1843  
W. W. Steele Sheriff

Sew ————— 35

Mile ————— 05

Sherriff Fee ————— \$40

Filed Jan 12<sup>th</sup> 1843  
Jesse Caspice  
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 *Eighth* day of *November*, A. D., 1842, *Michael Everett*

recovered against *John Thomas and Abel Thomas, by the name of J. & A. Thomas,*

as well the sum of *one thousand dollars* for his Debt, and *ninety one* dollars and *sixty eight* cents, for his \_\_\_\_\_ damages, as the sum of \$ *7. 41* 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

*dependants,*  
*debt,*  
you cause to be made the damages and cost aforesaid with interest thereon from the *10th* day of *November*, A. D., 1842 until paid. Also, the sum of \$ *0. 41* the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said *plaintiff.*

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

*John H. Gill*  
WITNESS *JAMES H. GILL*, Clerk of said Court, at the Court-House aforesaid, this *6th* day of *January*, A. D., 1843.

Attest:

*John Cassil*, CLERK.

Filed Jan. 6, 1842.

Geo. Cabell,  
Clerk.



Michael Everell  
To A Thomas

June 7: 74  
upon judge

To Capt B/k

A. Wall

Civil/Domestic Case File

Case No. 1842-CV-0087

No. 42-CV-87

Union Common Pleas Court.

Daniel Barker

Plaintiff,

AGAINST

Thomas A. Sheldon

Defendant.

July 1843.

Nonsected,

Journal

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Page

Union Common Pleas

Daniel Barker

vs.

Thomas A. Sheldon

Taxed by certified  
copy Nov. 11. 1842  
W. W. Steele

|      |       |
|------|-------|
| Loc  | 35    |
| Mile | 30    |
| Copy | 15    |
|      | <hr/> |
|      | 80    |

Filed Nov. 12, 1842.

John Cassil, Clerk.

Cost full mae

Recorded

Nov. 11, 1842.

"This action is brought for damages sustained in consequence of criminal conversation and intercourse had by the defendant with the plaintiff's wife."  
Lawrence & Sewell, Attys.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon *Thomas A. Sheldon*

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

*Daniel Barker*

in a plea of *Respast* Damages *one thousand* Dollars.

And have you then there this writ,

*John Cassil*  
WITNESS, ~~JAMES H. GILL~~, Clerk of  
said Court, at the Court-House aforesaid, this

*11th* day of *Novr.* A.D. 1842.

*John Cassil*, CLERK.

Union for. Pleas.

Daniel Barker

<sup>vs.</sup>  
Thos. A. Sheldon.

Receipts.

Filed Nov. 11, 1842.

John Cassel, Clerk.

Union Com. Pleas November Term 1842.

Daniel Barker

vs.

Thomas A. Sheldon

Trespas.

Damages \$1000.

In this case issued a summons returnable  
forthwith and endorsed, "This action is brought  
for damages sustained in consequence of Criminal  
Conversation ~~and~~ intercourse had by the defendant  
with the Plaintiff's wife."

Novem 11. 1842.

Lawrence & Powell Attys.

Civil/Domestic Case File

Case No. 1842-CV-0088



No. 42-CV-88

Union Common Pleas Court.

Paul Therlo & Co

Plaintiff,

AGAINST

Wm W Woods,

Defendant.

NOV TERM. 1842

JUDGMENT VS DEFENDANT

\$654<sup>11</sup>

Recorded &  
Indexed,

Journal 3

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Page 107

Ex. Doc. \_\_\_\_\_

Page \_\_\_\_\_

Union County, N.C.

County of Orange, Va.  
Nov. Term of A. D. 1842

Prize Money's Complaint of  
 William W. Wood in a plea of abjuration for  
 that whereas the said William W. Wood on the 16<sup>th</sup>  
 day of July 1842 at the County of Union aforesaid in  
 the sum of six hundred and fifty five Dollars and  
 Eleven Cents for Money then and there had and  
 received by the Defendants for the use of the plain-  
 = tip. The whereas the Defendant aforesaid on  
 the 2<sup>nd</sup> day of October 1842 in and to plea of the prou-  
 in them and their assigns to have the said sum  
 of Money to the plaintiffs or assigns yet he  
 hath disordered his assigns and hath not paid  
 the said sum of Money nor one cent thereof  
 to the Damage of said plaintiffs Six hundred and  
 fifty five Dollars & Eleven Cents and there-  
 upon he sued, &c. by ~~Henry B. Smith~~  
 Atty. atty. :

Union Common Pleas

Paul Thurlo & a. s. l.  
 vs.  
 Wm W. Wood } Ven.

Filed Nov. 11, 1842.

John Cassil, Clerk.

Cost bill made

Recorded, Book 4,  
p. 107.

William W. Woods }  
ad } Union Common Pleas:  
Paul Thurlo }

And the said William W. Woods  
now comes by James E. Wilson his atty and says  
that he cannot deny, but confesses that the  
allegations in said declaration of said plaintiff  
are true & that he is indebted to said Paul  
Thurlo in the said sum of six hundred and fifty  
four Dollars and eleven Cents; and prays the Court  
here to render judgment against him there-  
for: — And by virtue of a Warrant of attorney  
executed by said Woods on the 16<sup>th</sup> day of July  
1812 the said attorney of said plaintiff doth  
exhibit all error, if any, in process, or warrant  
thereof, or in the rendition of judgment or otherwise  
and relinquishes all right of appeal in this  
behalf. And in like manner the said De-  
fendant also prays the Court to render judg-  
ment against him for the Costs of this Suit.

James E. Wilson, atty.  
for Deft.

Civil/Domestic Case File  
Case No. 1842-CV-0089

Civil/Domestic Case File

Case No. 1842-CV-0090

Civil/Domestic Case File  
Case No. 1842-CV-0091

No. 42-CV-91

Union Common Pleas Court.

Benj' Boylan

Plaintiff,

AGAINST

Olivier C Kennedy

Defendant

APR

1843

Judges vs Defendant

No Record.

Journal 3

Page 126

Record No.

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Ex. Doc.

Page

Woye Ho

5

C Kennedy

assignment of money

Filed Nov 14<sup>th</sup> 1942  
John Coyil Clerk

Woye Ho



B. Boyland & Co

Oliver C. Kennedy }  
}

Before David Burnham

and the said Oliver C. Kennedy now comes and says that there is error in the proceedings aforesaid in this regard.

1<sup>st</sup> The justice Burnham had no right to enter judgment upon Decri's process for a greater sum than 100<sup>th</sup>.

2. The name of B. Boyland & Co is misapprehended as a firm the names of which are not given.

3<sup>d</sup> The verdict is against me in all these particulars. The Court erred and for these errors, <sup>to correct</sup> the defendant asks the allowance of a writ of Certiorari.

By A. H. H. his  
Atty

B Boylan Co

↳  
Olliver C. Kennedy

Filed April 20, 1843.

John Cassil  
Clerk.

D Boylan & Co

vs  
Oliver C Kennedy

Certiorari to David  
Bunker & In Union Command

And now comes the said  
Oliver C Kennedy and says that there is  
error in the judgment and proceedings  
aforesaid in the town

1<sup>st</sup> By statute. The Justice of the Peace before whom  
said suit was brought. had no authority to  
enter judgment for a greater sum than  
one hundred dollars

2<sup>nd</sup> said proceedings and judgment are  
illegal informal & void. Defendant  
therefore asks that said judgment be reversed

By Atty  
his atty

Filed May 22<sup>nd</sup> 1848  
John Caple  
Ut

1848

Know all men by these Presents, That we, Oliver C. Kennedy and William W. Woods are held and firmly bound unto B. Boylan & Co., in the penal sum of three hundred and fifty dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals, and dated this 22d day of May, A. D. 1843.

The condition of the above obligation is such, that whereas the said Oliver C. Kennedy has taken an appeal from a certain ~~affirm~~ judgment rendered against him in favor of the said B. Boylan & Co. in the Court of Common Pleas within and for the County of Union in the State of Ohio, at the April term thereof, A. D. 1843, for the sum of one hundred and fifty two dollars & 33 cts. Damages, and \$8.16 costs to the Supreme Court, within and for the County aforesaid:— Now if the said Kennedy shall pay the full amount of the condemnation in said Supreme Court, and costs, in case a judgment shall be entered therein in favor of the appellee, then this obligation shall be void— otherwise in full force and virtue in law.

Seal  
W. W. Woods, Seal

Union Common Pleas

---

B. Boylan & Co.

vs

O. C. Kennedy

---

Transcript

State of Ohio, Union County, ss:  
I, John Cassie Clerk of the Court of Common  
Pleas within and for the & said County of Union  
do hereby certify that the following entry  
and judgment is truly copied from the jour-  
nal of said Court - to wit:

B. Boyland & Co }  
vs } In Certiorari from the  
Oliver C Kennedy } docket of David Burn-  
ham a justice of the Peace  
of this County

This case came on to be heard upon the  
return of the writ of certiorari heretofore  
issued in this case and the error thereupon  
reassigned and was argued by counsel where-  
upon the Court after due deliberation do here-  
say that there is ~~error~~ no error in the said  
transcript so far as appears by the same it is  
therefore ordered that the said proceedings of the  
said justice of the peace David Burnham be affir-  
med and it is further ordered that he be forthwith  
notified hereof that the said judgment before  
him may be carried into execution as in other  
cases then remaining before him, and it is  
further ordered that the said Oliver C Kennedy  
pay the costs of this case, judgment for costs.  
Notice of Appeal by Deft.

In testimony whereof I have here-  
unto set my hand and seal of  
office, this 22<sup>nd</sup> day of May 1913  
John Cassie Clerk

Union common Seal

B. Bayless & Co.

vs

Oliver C. Kennedy



The State of Ohio Union County, ss.

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

B. Boylan & Co }  
vs }  
Oliver C. Kennady } in certiorari from the docket  
of David Burnham a justice of  
the peace of this County

This case came on to be heard  
upon the return to the writ of certiorari hereto  
for issue in this case and the errors thereupon  
reassigned and was argued by counsel whereupon  
the court after due deliberation do say that there  
is no error in the said transcript so far as ap-  
pears by the same it is therefore ordered that  
the said proceedings of the said justice of the peace  
David Burnham be affirmed; it is further ordered  
that he be forthwith notified hereof, that the said  
judgment before him may be carried into execution  
as in other cases then remaining before him, and  
it is further ordered that the said Oliver C. Kennady  
pay the costs of this case judgment for costs

Notice of appeal by Deft

Given under my hand and the  
seal of said Court this 11<sup>th</sup> day  
of March A. D. 1844

John Cassil Clerk

Proceedings on transcripts are authorized generally,  
by the Statute relating to judgments of justices  
of the peace. I see no reason why that statute  
relating to such *scire facias*'s is not applicable  
to all judgments of justices - Stat 507897  
17522 See 91, 92, 93, 94. These sections

the justice had jurisdiction in this case

Union Common Pleas.  
B. Boylan & Co.  
Jus.  
Oliver C. Kennedy.

This writ, — \$0.41

1843

Filed March 27<sup>th</sup> 1843  
J. C. Case Clerk

Cost bill made

Cost  
Cost bill made

APR 1843

The State of Ohio, Union County, ss.  
To David Buchanan, Esq. a Justice of the Peace within  
and for the township of Union and County aforesaid - Greeting:

We command you, that a certified transcript of the record  
and proceedings of a certain suit lately pending before you, wherein  
B. Boylan & Co. were plaintiffs, and Oliver C. Kennedy was  
defendant, and wherein you, on the 31<sup>st</sup> day of October, 1842,  
rendered a judgment for the sum of one hundred and fifty two  
dollars and thirty three cents damages, and 83 cents costs, in favor  
of the said B. Boylan & Co. and against the said Oliver C. Kennedy,  
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 the said County  
of Union, on the first day of their next term, at 10 o'clock, A.M.

Witness John Cassil, Clerk of said Court,  
this 14<sup>th</sup> day of November, A.D. 1842.  
John Cassil, Clerk.

Civil/Domestic Case File

Case No. 1842-CV-0092

No. 42-CV-91

Union Common Pleas Court.

B Boylaw & Co

Plaintiff,

AGAINST

Oliver C Kennedy,

Defendant.

April 1843.

Judg. vs Defendant.

No Record.

Journal 3

Page 126.

Record No.

Page

Ex. Doc.

Page

B. Boylan & Co

vs.

Oliver C. Henrardy

Debit 4th Inst. \$151.39

W. Reynolds vs. Cost 93¢

Reed vs. Hancock 31

Dr. Seir-facias 25

Cont. Seiry 12¢

J. Dec Court Fees 15

This amount — 31

area income received by receiving the mth. to Oliver C. Henrardy on the 26th day of Oct. 1842. Service 10 Cts. Milage 5 Cts. J. Dec Court.

Oct. 31st 1842, by A. G. Cook, P. M. The time

having arrived for trial, the parties not appearing, it is considered by me that said B. Boylan & Co. recover of said Oliver C. Henrardy the sum of one hundred and fifty two Dollars, thirty three cents and two eighths (11th 1842 & hereunto stand Dec Court.

The state of Ohio Western County, SS.

I do hereby certify that the above now foregoing is a full and true copy from my record of the proceeding hereby now before me in the foregoing case, this 14th day of Nov. 1842.

Daniel B. Reinhardt, J.P. of the foregoing township.

B. Boylan & Co. vs. O. C. Henrardy. Certiorari.

Follow a writ of certiorari to you in this case upon debt giving account in the sum of \$200.00 conditions the law direct.

Silas G. Strong, J.P. ex. officio.

Filed Nov 14th 1842 John Caple Clerk

B. Boylan & Co.  
vs  
Oliver C. Kinnady  
Judgment \$143.50  
Docket fee 12c  
Bail Bond 25  
Execution 25  
Transcript 3 1/2

Copy of Transcript  
Action of Debt brought on  
a promissory note of \$508.17 dated  
October 1839 payable six months  
after date at the office of the Comm  
ercial bank of Cincinnati with in  
documents to the amount of \$692.24.  
Nov. 14. 1841. The defendant appee  
red without process and confessed

Judgment in favour of the plaintiff for the amount  
of the above described note, Whereupon the inter  
est was calculated and Judgment was rendered again  
st Oliver C. Kinnady for the sum of one hundred and  
forty three dollars and fifty cents and costs 12c

In the above suit of B. Boylan & Co. against Oliver C. Kinn  
-ady J. Reuben P. Mannacknowledge myself bail for  
Oliver C. Kinnady for the stay of execution in the sum  
of one hundred and seventy five dollars to be levied on my  
goods and chattels, lands and tenements in case Oliver C.  
Kinnady fails to make payment of the sum for which  
Judgment is rendered in said suit and interest thereon

John signed and acknowledge Reuben P. Mann  
before me this 23d day of Nov. 1841

A. Hayes J.P.

Execution issued August 9th 1842 & delivered to Alon  
-zo Garlich Constable which was returned Sept. 9th 1842  
enclosed no property whereof to make a levy. Sept.  
8th 1842 Alonzo Garlich Const.

State of Ohio Union County, 33.

I do hereby certify the above to be a true copy of the  
proceedings had by and before me in the above case  
Given under my hand this 22d day of Oct. 1842  
Annam Hayes J.P.

turn over

Union Com. Pleas.

B. Boylan & Co.

vs.  
D. C. Kennedy.

Certiorari Bond.

Filed Nov. 14, 1872.

J. Carr, Clerk



Know all Men by these Presents, That we, Oliver C. Kennedy, William W. Woods and Augustus Hall, of the County of Union and State of Ohio, are held and firmly bound unto B. Boylan & Co. in the penal sum of two hundred dollars, to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, and administrators. - Sealed with our seals, and dated this 14<sup>th</sup> day of November, A. D. 1842.

The condition of the above obligation is such, that whereas the said Oliver C. Kennedy hath this day obtained the allowance of a writ of certiorari to remove into the Court of Common Pleas of said County of Union, a certain judgment for the sum of one hundred and ~~forty three~~<sup>fifty two</sup> dollars and ~~fifty~~<sup>33</sup> cents damages, and 83 cents costs, lately rendered against the said Kennedy, by David Brunkum, a justice of the Peace within and for said County of Union, in a certain action then pending before him, wherein the said Oliver C. B. Boylan & Co. were plaintiffs, and the said Oliver C. Kennedy defendant - Now if the said Kennedy 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 Oliver C. Kennedy on the further trial of said cause, after the said judgment of the said justice of the peace shall be set aside or reversed, then this obligation shall be void - otherwise in full force and virtue in law.

Oliver C. Kennedy Seal  
W. W. Woods Seal  
A. Hall Seal

Approved -

John Casper -

Clerk Court Com. Pleas.

Transcript

B. Boyle and Co.

vs  
O. C. Hennady

Filed March 27<sup>th</sup> 1843  
John C. Bennett

B Boylan vs Action of debt brought on a promissory  
 note of \$ 808.17 dated Oct 1839 payable  
 Oliver C Kenady six months after date at the office of the  
 Commercial bank of Cincinnati with endorse  
 judgment \$ 148.50 ments to the amount of \$ 6 72. 24  
 Docket fee 12.5  
 Bail Bond 25  
 One letter 12.5  
 Execution 25  
 Transcript 34.5

Nov. 14th 1841 the defendant appeared  
 without process and confessed Judgment in  
 favor of the plaintiff for the amount of the above  
 described note & thereupon the interest was  
 calculated and Judgment was rendered against  
 Oliver C Kenady for the sum of One hundred

and forty three dollars and fifty cents and Cts th<sup>re</sup> cents  
 In the above suit of B Boylan vs against Oliver C  
 Kenady I Reuben P Mann acknowledge myself bail  
 for Oliver C Kenady for the stay of execution in the sum of  
 One hundred and seventy five dollars to be levied on  
 my goods & chattels lands and tenements in case Oliver  
 C Kenady fails to make payment of the sum for which  
 Judgment is rendered in said suit and interest thereon  
 Done signed and acknowl<sup>d</sup> Reuben P Mann  
 edged before me this 23 day of Nov<sup>r</sup> 1841

A Keyes J.P.

~~State of Ohio Union County ss  
 I do certify the above to be a true copy of the  
 proceedings had by and before me in the above named  
 cause under my hand this 22<sup>d</sup> day of Oct 1841  
 Andrew Keyes J.P.~~

Execution issued August 9<sup>th</sup> 1841 and delivered to  
 Alonzo Garlin Constable which was returned Sept 9<sup>th</sup>  
 1841 endorsed "no property found whereof to make  
 a levy Sept 9<sup>th</sup> 1841" Alonzo Garlin Const.

State of Ohio Union County ss } I do hereby certify the above to be a true copy  
 of the proceedings had by and before me in the  
 above cause Given under my hand this 22<sup>d</sup> day of  
 Oct 1841 Andrew Keyes J.P.

Transcript

B. Boylan Co.

vs

Cliver C. Kennedy

Filed March 27<sup>th</sup> 1963  
John Capital Clerk

B. Boylan & Co.

vs

Oleiver C. Hennady

Docket fee 12<sup>cts</sup>

Judgment \$143.50

Bail Bond 25

Execution 25

Transcript 31<sup>cts</sup>

Action of Debt brought on a prom-  
-issary note of \$808.17 Dated Oct. 1839  
payable six months after date at the  
office of the Commercial Bank of Cin-  
-cinnati with incassments to the  
amount of \$692.24 Nov. 14. 1841

The defendant appeared without  
process and confessed Judgment  
in favour of the plaintiff for the

amount of the above described note. Whereupon the  
interest was calculated and Judgment was rendered  
against Oleiver C. Hennady for the sum of one hundred  
and forty three Dollars and fifty cents and costs of suit 12<sup>cts</sup>.  
In the above suit of B. Boylan & Co. against Oleiver C. Hennady  
J. Reuben P. Mann acknowledge myself bail for Oleiver C.  
Hennady for the sum of one hundred  
and seventy five Dollars to be levied on my goods and chatt-  
-els, lands and tenements in case Oleiver C. Hennady fails to  
make payment of the sum for which Judgment is rendered  
in said suit and interest thereon.

J. Reuben P. Mann  
Taken signed and acknowledged before me this 23 day of  
Nov. 1841 A. Hayes J. P.

Execution issued Aug. 9th 1842 and returned to  
Alonzo Garlick Constable which was returned Sept. 9th  
1842 incassment no property whereof to make a levy  
Sept. 8. 1842 Alonzo Garlick Constable

State of Ohio Union County, SS.

I do hereby certify the above to be a true copy of  
the proceedings had by and before me in the above  
cause. Given under my hand this 22d day of  
Oct. 1842

Andrew Hayes J. P.

B. Boylan vs  
 Oliver C. Hennady  
 Debt & Int. \$151.39<sup>1</sup>/<sub>2</sub>  
 A. H. Lee's Costs 93<sup>1</sup>/<sub>2</sub>  
 Recording Transcript 31<sup>1</sup>/<sub>2</sub>  
 Is. Scirefacias 25  
 Ent. Leagament 12<sup>1</sup>/<sub>2</sub>  
 S. Dec Tax Fees 15  
 Transcript for Def. 31  
 2 Transcript 31  
 Execution 25  
 to Oliver C. Hennady on the 26th day of October 1842  
 Servis 10 Cts. mileage 5 Cts.

Suit on foregoing certified Transcript from the Docket of Amasa Keyes late a Justice of the peace of Union Township, in Union County, October 26, 1842 Scirefacias issued against Oliver C. Hennady and delivered to Samuel Dec Constable for appearance on the 31st day of October A.D. 1842 at 4 O. Clock P.M. on said day, October 26, 1842 Scirefacias returned in answer served by reading the within to Oliver C. Hennady on the 26th day of October 1842 S. Dec Constable

Oct. 31, 1842, 4 O. Clock P.M. The time having arrived for trial, the parties not appearing, it is considered by me that said B. Boylan be recover of said Oliver C. Hennady the sum of one hundred & fifty two Dollars, thirty three cents, and his costs taxed at eighty three & 3/4 Cts.

Execution issued Nov. 11, 1842 and handed to Samuel Dec Constable

Transcript given to the defendant in above case Nov. 14, 1842

Execution called in on notice from the Clerk of the Court of Common Pleas to serve a transcript of the foregoing proceedings up to Court

The State of Ohio Union County, Union 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 case  
 March 17, 1843  
 David Burnham J.P.  
 of the aforesaid township

Civil/Domestic Case File

Case No. 1842-CV-0093

No. 42-CV-92

Union Common Pleas Court.

Benjamin Helligers

Plaintiff,

AGAINST

David Boal,

Defendant.

JUL TERM. 1846

Judgment VS Plaintiff

Replevin.

Journal 3

Page 411

Record No.

No Record

Page

Ex. Doc.

Page



In Union Com mod Pleo

Benjamin Willigan

↳

David Boab.

Recipe in Replum

Filed Nov 21<sup>st</sup> 1842

John Capil llk

Benjamin Milligan

vs.

David Boal

In. Replevin Damages

\$100.00

Issue a writ of Replevin  
for the following goods  
and Chattels. Cond.

One Bay Man - One dark Bay or Rowd Man  
One sett. of Harness for two horses. One sett Double  
Whiffle trees. One sick Yoke & One two horse  
Waggon & Bed

A Hall Atty Gen  
P/H

The said Benjamin Milligan makes oath  
that he has good right to the possession  
of the goods and Chattels described in  
the above process, and that they are  
wrongfully detained by the said defen-  
-dant and that said goods and  
Chattels, were not taken in execution  
on any judgment against the said  
Plaintiff, nor for the payments 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 Benjamin <sup>his</sup> Milligan.  
mark

Subscribed and sworn to this 21<sup>st</sup> day  
of November AD 1842 before me  
John Copie Clerk

Wm in Head

Benj. Milligan

or 3 Bond

David Bowles

\$ 136.00

---

Filed Nov 21st 1862  
Jas M. Cassil Clerk.

Know all men by these presents that we Benj. Milligan John Snyman & Peter Crattinger are held and firmly bound unto David Bowles in the full sum of One hundred & thirty five dollars lawful money, to the payment of which well and truly to be made we bind ourselves, severally, our heirs executors and administrators, firmly by these presents sealed with our seals and dated this 20<sup>th</sup> day of November A.D. 1842. The condition of this obligation is this, whereas: The said Benj. Milligan on the 20<sup>th</sup> day of Nov: A.D. 1842 sued out of the Clerk's office of the Court of Common Pleas, of Union County Ohio his writ of Replevin, of even date herewith, which writ is returnable to next Term of said Court: Said writ is for <sup>1 set of Double Whipple trees</sup> One horse Wagon, <sup>1 neck yoke & waggon Bed</sup> 1 Bay Mare & 1 Bay ~~mare~~ <sup>mare</sup> & 2 set of horse harness, in the possession & wrongfully detained by the said Bowles as is said, Now if said Milligan appears at the next Term of said Court: (to which said writ is returnable) and defends his said suit and pays all the costs & Damages that may be awarded against him, then this obligation to be of no force, or effect, otherwise in full force and effect in law (1 set Double Whipple trees 1 neck yoke & waggon Bed interlined

before signing  
attest

Richard Kopper

Benj. <sup>his</sup> Milligan

<sup>mark</sup> Peter <sup>his</sup> Crattinger

Seal  
Seal  
Seal

Almon can Pleas

May 28 1845

Benjn Milijan  
vs

Daniel Beal

Replication  
& motion

Filed May 28. 1845  
John Caswell CLK

Cost Bill made  
No Recd.

Crawford & Allison

Union Common Pleas

May 1845

and the said Benj. Melijan now comes at this  
time to wit at the May Term of this court 1845 and  
says that by reason of anything in the plea of the  
said Def by his plea for this behalf that  
he ought not to be bound of his said action  
against him because he says that the time when  
said the property was of right the property of this  
Plff and this he says may be inquired by  
the country &c  
Crawford & Allison  
Atty for Plff

The Deft will take notice the Plff on the  
trial of this cause will give in evidence and  
insist upon a settlement of this cause as well  
to a certain article or Memorandum in writing  
entered into between the Plffs in execution  
by virtue of which said cons<sup>t</sup> been upon said  
property and the Plff in Replein which Mem-  
orandum is now then shown to the court and  
by virtue of which settlement the property Mem-  
tion in the process & Declaration was delivered  
up to the Plffs in execution and put into the  
hands of the agent of the Plffs by consent of all parties  
interested and that the said Deft Boal was present  
and consenting to all the proceedings and being  
perfectly satisfied therewith by virtue of that  
agreement all proceedings in this case were to  
be continued contingent at Plff cost  
and the Plff avers that has at all times been  
ready and willing and still is ready and  
willing to comply with the conditions of said  
agreement &c  
By Crawford & Allison  
Atty for Plff

Union Court Pleas

Benj. Melligan

vs } Rep. writ

David Boal

---

Served by reading to  
Deft. Delivering copy  
to Plaintiff, taking bonds in  
the sum of 136<sup>th</sup> Nov 2<sup>nd</sup>  
1842. W. W. Steele Sheriff

---

|             |               |
|-------------|---------------|
| Serv —      | .35           |
| Mile        | .50           |
| Inquest.    | 1.00          |
| Fees        | .50           |
| Sheriff fee | <u>\$2.35</u> |
| Appraisals  | 1.00          |
|             | <u>3.35</u>   |

Filed Nov 20<sup>th</sup> 1842  
John Cupit Clerk

---

The Pay above made was in the possession of W. W. Steele  
by him sent to Repley here, Nov 20. 1842 W. W. Steele Sheriff

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 Benjamin Milligan  
the goods and Chattels following to wit. One  
Bay Mare — One dark Bay or Brown Mare — One  
Sett of harness for two Horses — one Sett Double  
whipple tree one Neck Yoke & One two horse  
Waggon and Tred, which David Boal  
wrongfully detains from the said Benjamin  
Milligan as is said. And also that you  
Summon the said David Boal to appear  
on the first day of ~~the~~ next term of our  
Court of Common Pleas to <sup>be</sup> held within and  
for the County of Union to answer unto  
the said Benjamin Milligan, for the  
Unlawful detention, of said goods and  
Chattels, damages one hundred dollars  
and have you there this writ

Witness John Capie Clerk  
of our said Court at the  
Court House in Mansville  
this 21<sup>st</sup> day of November  
1842.

John Capie Clerk  
U. C.



Minor Com Pleas

David Boal

att,

B Milligan

Rea

Filed Nov 20<sup>th</sup> 1863

John Capwell



Wm Can Deas

Benj. Milligan  
m { Appraisement

David Bowles

Filed Nov. 21<sup>st</sup> 1842  
John Capilley

We the undersigned, being called upon W<sup>m</sup> Steele  
Sheriff of Union County Ohio to appraise certain  
Property in his Possession by virtue of a writ of Replev-  
=in, sued out of the Court of Common Pleas by Benjamin  
Milligan against David Bowles, After being duly  
Sworn by the said Steele, & having viewed the same  
we do appraise the <sup>Double Whipple</sup> horse Waggon at Thirty Eight  
Dollars ~~the Bay Mare at Eighteen~~ dollars  
~~the Bay Mare at~~ ~~dollars~~ ~~and~~ ~~the~~  
Harnaf at Twelve dollars each, making in  
all Sixty Eight ~~--- --- ---~~ dollars,  
Given under our hands and seals this 20<sup>th</sup> day of  
November, A.D. 1842

Attest to D. Wolf  
W. W. Steele

Anthony Cook Seal  
Israel Wolf Seal  
mark

State of Ohio Union County

Personally appeared before me the Subscri-  
-ber, The above named appraisors and made oath  
agreeable to the Statutes in such cases made and  
provided, given under my hand this 20<sup>th</sup> day of  
November A.D. 1842 W<sup>m</sup> Steele Sheriff Union  
County Ohio

Benj<sup>n</sup> Miligan  
vs E. Replin  
David Boat

---

Mans

Filed July 8<sup>th</sup> 1843  
John Capitt Clerk

Crawford & Hall

Union Common Pleas  
April Term 1843

Benjamin Milijan }  
vs } In Replew  
David Boal }

Benjamin Milijan complains  
of David Boal in a plea of Replew for  
that the Defendant to wit on the 21<sup>st</sup> day of  
November AD 1842 at the County of Union  
aforesaid was possessed of certain goods &  
Chattles of the Plff to wit one Bay Mare  
of the value of \$100.00 one dark bay or  
Brown Mare of the value of \$100.00 one set  
of double or two horse harness of the value of  
\$50.00 one set of double whiffle trees of the  
value of \$20.00 one buck yoke of the value of  
\$50.00 & one two horse wagon of the value of  
\$100.00 to be delivered to the Plff when the  
Defendant should be thereto afterwards required  
yet the said Def<sup>t</sup> although often requested  
so to do has wholly disregarded his said prom-  
ises and has not yet delivered the said goods &  
Chattles nor any part thereof to the Plff  
and so the said Def<sup>t</sup> wrongfully detains the  
said goods & Chattles from the said Plaintiff  
to the damage of the Plff two hundred  
dollars and thereupon he sues &c

By Crawford & Hall  
his Atty -

Depositions  
of Layman  
& Cratiger

Filed Sept. 16-45

John Cassill

Some two years ago there was a settle-  
ment of this controversy between a Mr Jones  
who had a judgment against one Gideon  
Frazell and Milligan under said judgment  
Boal the defendant in this suit as consta-  
ble. Levied upon the property herein referred  
said Jones some two years ago as aforesaid, since  
the commencement of this suit. Came to said  
Milligan in my presence, with written  
Receipts, to pass between them together  
with the settlement which was afterwards  
signed by the parties and asked Milligan  
if he was willing to settle upon said terms.  
Milligan replied that he was provided Fra-  
zell would agree to give up to said Mill-  
igan a title bond for a piece of land which  
Milligan had given to said Frazell, for the  
property in controversy together with one other  
horse. Frazell was present at the time,  
Jones and Frazell came then to Milligans  
house together Frazell agreed to the propos-  
ition, and the said title bond was given  
back to Milligan, Milligan then delivered  
to said Jones and Frazell the said property  
that Frazell had given to him for said  
land, part of which was the property levied  
upon in this suit, Jones and Frazell then hitch-  
ed up the said team and drove off from  
Milligans with the same, and further this  
Deponent saith nor David Lerymmer  
Also John Layman of the County of Union and of  
and of lawfull age, being first duly sworn as  
hereafter testified Deposes as follows  
Did you ever hear David Boal the Defendant say



any thing about a settlement of this suit.  
Answer some eighteen months or two years  
ago. I was present at a conversation between  
Benjamin Milligan and Davice Boal about  
a settlement that was had between Mr Jones  
and Milligan. Boal said he was perfectly  
satisfied with said settlement, and told  
Milligan to go and withdraw the said Replew  
in suit and be done with it and this  
Deponant saith no further

John Layman

Also Henry Crottinger of Union County and  
of Lawfull age being first duly sworn  
as here after testified as follows  
Question Do you know any thing about a  
settlement of this suit if so state  
all you know about it. answer  
I was present at the time testified  
to by David Layman and agree  
with the statement made by him  
I state further that a Mr Hadley  
was present also and took part with  
Jones in the settlement the main  
controversy appeared to be about a  
claim Jones had against said  
Fragele on which said Milligan  
was security Milligan offered to pay  
said claim if they would let him  
keep said property but Jones and Ha  
dley refused. stating that they was  
about starting or had started some  
kind of business in Center burg  
in Knox County where in they want

Considerable of halting down. That Frayzell  
 was going with them and was agreeing  
 to pay the claim in halting that they  
 wanted Frayzell to have the said team  
 or other wise he could not do said  
 halting. They Jones and Hadley appear-  
 ed anxious that said Frayzell should  
 not have said property. That it  
 was accordingly delivered to them after  
 which Hadley said it was all settled  
 & now in peace and he would treat  
 they then took the property with  
 Frayzell and drove off with it  
 apparently very well satisfied and  
 further This Deposition Faith not  
 Henry Crotinger

I James Thompson a Justice of the peace in  
 and for the Township of Millersburg in the  
 County of Union Ohio do hereby cer-  
 tify that the above named David Layman  
 John Layman and Henry Crotinger were  
 by me solemnly sworn to testify the  
 truth the whole truth and nothing but  
 the truth, and that the foregoing  
 Depositions by them Respectfully subscri-  
 bed, were reduced to writing by me and  
 were taken at the time and place specified  
 in the inclosed notice in testimony where-  
 of I have hereunto set my hand  
 This 10<sup>th</sup> day of September A D 1845  
 James Thompson. / s / J. T.

Justice Fees swearing witnesses  
 700 words 10  
 business etc

Total

12  
 70  
 25  
 1.07

Depositions of witnesses taken in a  
Cause pending in the Court of  
Common Pleas in and for the County  
of Union, Ohio, wherein Benjamin  
Milligan is plaintiff, and David  
Boal, (whose death has been suggested) is  
defendant, (or was originally), and for  
said plaintiff, in pursuance of the  
notice hereto attached, and at the  
time and place therein ~~specified~~  
mentioned. Benjamin Milligan  
the plaintiff being present.

David Layman of the County of  
Union, of lawful age being first  
duly sworn, by me, as hereafter cer-  
-tified deposes as follows.  
Interrogation by plaintiff, Do you know any  
thing about a settlement of the matter  
in controversy in this suit, if so between  
whom, when was it, state all the circum-  
-stances you know about it. Answer

1875

M. C. Lawrence  
at Perry

Nov 1875

10

Benjamin Milligan

} Replevin. In Union  
} Com Pleas.

<sup>vs</sup>  
David Boal.

(whose death has been suggested)

} Depositions will be taken in  
} this case, by the plaintiff, at

the office of James Thompson Jr. a Justice of the  
peace, in the Town of Watkins, in the County  
of Union, and State of Ohio. on the 10<sup>th</sup> day  
of September A.D. 1845. between the hours of  
ten A.M. and nine P.M.

Dated September 8<sup>th</sup> 1845

Benjamin Milligan

Benjamin Milligan

vs

David Bould.

In Replevin in Union Common Pleas

To Spring Term 1843

This cause is settled at the costs  
of the plaintiff by all the parties  
interested

act 1843

Benjamin Milligan } Writ of Replevin Issued by  
David Bolls, } the Clerk of the Court of  
Common Pleas for the County  
of Union & State of Ohio and  
Served by the Sheriff of said  
County on the 19<sup>th</sup> day of

November 1842 wherein one two horse  
waggon one Mare and two Sets of Horse  
gears were replevied out of the hands of  
the said Bolls as Const. the said Executions  
by virtue of which the afore mentioned prop-  
erty was seized upon were issued from the  
docket of Thomas Waffor a Justice of the Peace  
of Jerome Township and County aforesaid  
in favor of Samuel & Ramsay ~~Joseph Adams~~  
vs Gideon Frizzell & Joseph Adroo Gilman Briant  
vs Gideon Frizzell, Arthur Anriett for the  
use of Smith Madley vs Gideon Frizzell  
Smith Madley vs Gideon Frizzell, Thomas  
Armstrong, for the use of Harvey Jones vs  
Gideon Frizzell

Now therefore this is to Certify that said  
the said parties have Mutually Settled and  
that said Suit is to be dismissed & discontinued  
at said Milligan's Cost,

Jerome Township August 10<sup>th</sup> 1843

William Morrow

Benjamin <sup>his</sup> Milligan  
mark

Harvey Jones  
Smith Madley





No. 42-CV-93

Union Common Pleas Court.

John Russell

Plaintiff,

AGAINST

James Stewart,

Defendant.

July 1843

Judgmt vs Defendt  
for \$ 30.<sup>84</sup>

Journal 3

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Record No. 4

Page 220

Ex. Doc. 1

Page 326

Friday July 1st  
1843  
J. C. Clark

John Hensel }  
vs }  
James Stewart }

Issue a pi. pa.

To the Clerk of }  
Union Com. Pleas }  
July 12<sup>th</sup> 1843 }

Finch & Ames  
Attys for Pltff-

Filed Oct 26<sup>th</sup> 1843  
John Russell Clarke



shall find to pay the arduation money, and  
costs that have accrued, or may accrue in  
the Court of Common Pleas.

Robert Dorr

John Hignett and a firm legate his 21<sup>st</sup>  
day of November in the year 1842, before me  
Thomas M. Dering, J. P.

John Hensel  
vs.  
James Stewart

Transcript, 317.

Filed Dec. 7, 1842.  
John Cassil,  
Clerk.

Recorded

I certify the within to be a true copy of  
the original held by & before me on this  
21<sup>st</sup> day of Nov. 1842.

Thomas M. Dering, J. P.

John Hensel, ) Assumpsit.  
vs )  
James Stewart ) \$99.00.

Suit brought on a plea of Assumpsit. Account and damages ninety nine dollars.

Bill of particulars filed on day of trial.

Nov. 5. 1842. Issued summons for appearance of defendant on the 10<sup>th</sup> inst. at 12 o'clock, M. Del. to Plaintiff.

Bill of Costs.

|                    |        |                                                                   |
|--------------------|--------|-------------------------------------------------------------------|
| Summons            | 12 1/2 | Nov. 5. 1842. Issued Subpoena and del. to Plaintiff               |
| Sub. for writ.     | 1 1/2  | for John Stewart, Joseph Roberts, Peter Crotinger,                |
| Vitus Dort         | 50     | Casner Lookingbill, Vitus Dort, Calib Green, Margaret             |
| Calib Green        | 50     | Roberts, Joseph Wells, & Ambrose Beach, to testify for            |
| Peter Crotinger    | 50     | plaintiff on the 10 <sup>th</sup> inst. at 12 o'clock M.          |
| Constable J. Titon | 50     | Summons returned, "Served Nov. 7 <sup>th</sup> by reading.        |
| Adjournment        | 10     | Service 10 cts. Mileage 40. - 50. Jacob Titon, Const."            |
|                    | \$2.67 | Subpoena returned, served on the 7 <sup>th</sup> day of November, |
|                    |        | according to law. John Hensell."                                  |

Nov. 10<sup>th</sup> 1842. 12 o'clock M. Plaintiff appeared.

Defendants did not appear. Sufficient reasons being within the knowledge of the Court for his nonattendance, this case is thereupon adjourned to the 12<sup>th</sup> inst. at 12 o'clock, M. to defendants costs. valued at two dollars, sixty seven cts. (\$2.67)

Witnesses in attendance, Vitus Dort, Calib Green, Peter Crotinger.

Nov. 10. 1842. Issued Subpoena & delivered to plaintiff for John Stewart, Joseph Roberts, Peter Crotinger, Vitus Dort, Calib Green, Margaret Robert, Ambrose Beach, & Lansing Parminston, to appear on the 12<sup>th</sup> inst. at 12 o'clock M. to testify in the above case for plaintiff.

Subpoena returned, "Served Nov. 10. 1842. by reading this onto to all but Joseph Robert, & Vitus Dort of the within named witnesses, leaving a copy for Joseph Robert, Vitus Dort not found.

Mileage 35 cts. reading 60. Copy 12. - \$1071-

D. M. Boul, Const."

Nov. 12. 1842. Subpoena and del. to D. M. Boul Const. for D. H. Bigelow, to appear for plaintiff.

Sub. returned "Personally served, Nov. 12th by reading this writ to D. H. Bigelow. Mileage 5cts. Service 10cts = 15.

D. M. Boul, Const.

Nov. 12. 1842. Twelve o'clock, Mr. Parlies appeared and trial had on the merits of the case.

The following witnesses were sworn & part examined for plaintiff: John Stewart, Joseph Robert, Peter Crotinger, Titus Dort, Caleb Green, Margaret Robert, Ambrose Beach, Lansing Parminster, D. H. Bigelow, Casmer Lookingbill.

The following witnesses were sworn & examined for defendant: John Haughn, Joseph Wallock.

Plaintiff's Costs.

|                                 |            |
|---------------------------------|------------|
| Sub. for D. M. Boul.            | 40         |
| Sub. for one writ.              | 12 1/2     |
| Service D. M. Boul.             | 15         |
| Examining 10 witnesses a. l. 40 | 40         |
| <hr/>                           | <hr/>      |
| John Stewart                    | 2,14 1/2   |
| Jos. Robert                     | 50         |
| Peter Crotinger                 | 50         |
| Titus Dort                      | 25         |
| Caleb Green                     | 50         |
| Margaret Robert                 | 50         |
| Ambrose Beach                   | 50         |
| Lansing Parminster              | 50         |
| D. H. Bigelow                   | 50         |
| Casmer Lookingbill              | 25         |
| <hr/>                           | <hr/>      |
|                                 | \$6,64 1/2 |

I do find the claim of the defendant to be \$ 39,15.

And that of the plaintiff to be \$ 33,41.

Leaving a balance due the debt of \$ 6,04

It is therefore considered by me that the defendant James Stewart, master of the plaintiff John Hensel, said balance of Six Dollars and four cents, with his costs herein taxed at seventy five cents.

Thomas M. Ewing J. P.

Defendant's Costs

|                |       |
|----------------|-------|
| John Haughn    | 25    |
| Joseph Wallock | 25    |
| Judgment       | 25    |
| <hr/>          | <hr/> |
|                | 75    |

Recognizance for Appeal.

In the action of John Hensel vs James Stewart, I, Calvin Dort, acknowledge myself bail for the appellant, in the sum of fifty dollars, to be hold of my goods & chattles, lands and tenements, in case the appellant shall be condemned in the action, &



John Hensel

vs

James Stewart  
vs vs

Nav -

Filed April 19, 1843.

J. Casnit,  
Clerk.

Cost bill with

Fitch & Jones

Union County } Court of Common Pleas  
April Term A.D. 1843-

John Hensel complains of James Stewart in a plea of debt for that whereas the plaintiff heretofore to wit on the 28<sup>th</sup> day of January 1839 at the County of Union aforesaid demised to the defendant a certain messuage and premises, with the appurtenances to him and to hold the same to the defendant so long as the said defendant should please to occupy the same, or so long as the plaintiff should continue to occupy the same upon which he then resided, in said County, yielding and paying therefor to the said plaintiff, the yearly rent of twelve dollars, so long as said defendant should occupy the same; by virtue of which said demise the defendant then and there entered into the said demised premises with the appurtenances, and was thereof possessed thenceforth until the 4<sup>th</sup> day of November O.D. 1842, when a large sum of money, to wit, the sum of fifty dollars of the rent aforesaid, for the whole of the term aforesaid, ending on the day and year last aforesaid, became and was due and payable from the defendant to the plaintiff:

And also for that whereas the said defendant on the 4<sup>th</sup> of November <sup>1842</sup> at the County of Union aforesaid was indebted to the plaintiff in ninety nine 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 \$99.00 for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request; And in \$99.00 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 \$99.00 for money then  
and there lent by the plaintiff to the  
defendant at his request: and in \$99.00  
for money then and there paid by the plaintiff  
for the use of the defendant at his request:  
and in \$99.00 for money then and there  
received by the defendant for the use of the  
plaintiff and in \$99.00 for money found  
to be due from the defendant to the plaintiff  
on an account then and there stated be-  
tween them; Whereby and by reason of the said  
several sums of money being and remaining  
wholly unpaid, an action hath occurred to the  
plaintiff to demand and have of and from  
the said defendant the said several sums  
of money; Yet the said defendant hath  
not paid the said several sums of  
money nor either of them nor any part  
thereof to the damage of the said plaintiff  
ninety nine dollars, and thereupon he  
brings suit &

By Finch & Jones  
his atty -

Mr John Hensel  
To James Stewart  
1839 for Medical Services

October To 2 Visits and Medicine

|                                                                                                  |      |
|--------------------------------------------------------------------------------------------------|------|
| for Wife                                                                                         | 1 25 |
| Med <sup>n</sup> and attendance on<br>Blow in Milk blotch                                        | 1 50 |
| Pills for wife                                                                                   | 25   |
| cream tartar & Sulphur                                                                           | 25   |
| Medicine and Visit for Wife                                                                      | 75   |
| Medicine and attendance<br>and advice for family<br>for the year 1840                            | 6 00 |
| 1841 To Services Rendered to family<br>to supposed Consumption                                   | 3 00 |
| Medicine and attention in<br>curing the supposed                                                 | 5 00 |
| attendance on Child                                                                              | 2 00 |
| Pills and Other Medicine<br>at sundry times before<br>and after the last illness<br>of the Child | 1 25 |
| Advice and attention to<br>Wife in last Illness                                                  | 5    |

Union Common Pleas

Hensel

vs

Stewart

Served by reading  
July 6. 1843

W W Steel pref

Law 25

~~Costs~~ 5

---

30

Filed July 6<sup>th</sup> 1843

John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Josiah Fisher and Catherine  
Dort*

to be and appear before our Court of Common Pleas of said County, at the Court house  
in the town of Marysville, <sup>*Dortheitt*</sup> ~~on the first day of next Term, 10 o'clock, A.M.~~ to testify and

the truth to speak on behalf of *John Hensel* in a certain

matter in controversy in our said Court depending: wherein *John Hensel*

*is* plaintiff, and  
*James Stewart is* defendant.

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

this writ. Witness John Cassil, Clerk of said court at the  
court house aforesaid, this *6th* day of *July* A. D. 1843,

*John Cassil* Clerk.

Union Common Pleas

Hensel

vs

Stewart

served on the 1 day of  
July by reading to  
Daniel Bigelow and  
Peter Crotinger - day  
served on the 3<sup>d</sup> of  
July by reading to  
Ambrose Beach and  
John Stewart  
served on the 5 day  
of July by reading  
to William Morow and  
Titus Dost  
John Hensel

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *John Stewart, John Smith*

*John Smith and William Harris*

to appear before our court of common pleas of said county, at the court house, in the town of Marysville, on the ~~first~~ <sup>second</sup> day of next term, ~~at~~ <sup>at</sup> 10 o'clock A. M., to testify and the truth to speak on behalf of *John Smith*

in a certain matter in controversy in our said court depending: wherein *John Smith*

plaintiff, and

defendant. *James Stewart*

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

writ, Witness John Cassil, clerk of said court at the court

house aforesaid, this *first* day of *July*, A. D, 1843

*John Cassil*



Filed July 6, 1849  
Jamm Capin  
Wk

John Hensel }  
vs  
James Stewart }

Issue a subpoena for  
Josiah Fisher - and Chatham Post -  
To the Clerk of }  
Union Com. Pleas }  
July 6<sup>th</sup> 1843 - }

Finch & Jones  
Atty. for Plff.

Union Common Pleas

Henson  
vs  
Stewart

Served by reading —  
July 7. 1843.  
W. W. Steelbuff

Law 12~  
Mil 5  

---

17

Filed July 7 1843  
John Cassil  
Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Thomas M. Ewing*

to appear before our court of common pleas of said county, at the court house, in the town of Marysville, on the ~~first day of next term, 10 o'clock A. M.~~ <sup>forthwith</sup> to testify and the truth

to speak on behalf of *James Stewart* in a certain matter in controversy in our said court depending: wherein *James Hensel*

*is* \_\_\_\_\_ plaintiff, and  
*James Stewart* \_\_\_\_\_ defendant.

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

writ, Witness John Cassil, clerk of said court at the court house aforesaid, this *7<sup>th</sup>* day of *July* A, D, 184*7*

*John Cassil* Clerk,

①

0-3

Mr John Hensel

To James Stewart

D<sup>r</sup>

|                          |                                                                                                                                                                                     |                  |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1839                     | To Medical Services Run family from Apr 39 to Oct. 40                                                                                                                               | \$ 3. 00         |
| 1840<br>Oct <sup>r</sup> | To 2 Visits and Medicine for Wife                                                                                                                                                   | 1. 25            |
|                          | Advice Called for 3 times while under Dr. Siglow to Inject                                                                                                                          |                  |
|                          | To Medicine and attendance on Olive in Milk Stotch                                                                                                                                  | 1. 50            |
|                          | To Pills for Wife                                                                                                                                                                   | 0. 25            |
|                          | To Cream Tartar and Sulphur for Children                                                                                                                                            | 0. 25            |
|                          | To Medicine and Visit for Wife                                                                                                                                                      | 0. 75            |
|                          | To Medicine and advice for family for the balance of }<br>the year 40 Untill My wife supposed Consumption }                                                                         | 6. 00            |
|                          | To Medicine and attendance More than 3 Weeks paying }<br>one Visit daily and often more (ought to be 15) }                                                                          | 5. 00            |
|                          | Attendance for Child                                                                                                                                                                | 2. 00            |
|                          | To pills for Wife a sundery times                                                                                                                                                   | 1. 25            |
|                          | To Advice and attendance to Wifes last Illness being }<br>called on from Early in the morning through the Day }<br>untill Night from 3 to 5 or 6 times Daily for more than a week } | 5. 00<br>2 6. 25 |
|                          | (ought to be (20 \$))                                                                                                                                                               |                  |

Served the writ in by  
reading to Defendant

June 21<sup>st</sup> 1842

service 10 05

mileage  $\frac{10 \dots}{20}$

John Hensel  
Action of Debt pending in the <sup>court</sup> of  
common Pleas of Union County to  
James Stewart; James Stewart Defendant in the above  
Cause you will take notice that on the 22<sup>nd</sup> between  
the hours of Six & Seven O'clock P M at the office of  
Joseph Button Coy a Justice of the Peace of Jerome  
Township in the County of Union will be taken the  
Deposition of Caleb Green to be read in evidence  
at the trial of said Cause at which time and place  
you may attend and put interrogatories if you think  
proper  
June 21<sup>st</sup> 1843  
John Hensel

Whereby certify the above to be a true copy of the notice  
served on James Stewart the Defendant  
Joseph Button  
Justice of the Peace

July 3<sup>d</sup> 1843



Union Common Pleas.

John Hensel

vs.

James Stewart.

Sub. for witnesses.

Served by copy on J<sup>h</sup>  
Stewart by L. H. Harlock  
Isaac Murphy, & Peter  
Crattiger, by reading to  
J<sup>h</sup> & Margaret Robert.

June 20. 1843. rest not  
found. W. W. Steelkneiff

Sew 1.00  
- Mile .70  
- Copies .40

2.10

Filed June 21-1843  
John C. Cyprie  
Wk

*The State of Ohio, Union County, ss.*

**To the Sheriff of said County, Greeting;**

WE COMMAND YOU TO SUMMON *John Stewart, Jas. Keobert, Margaret Keobert, Peter Coattinga, Isaac Murphy, J<sup>d</sup> D. Wallace, — Catharine Stone & James M. Stewart.*

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, <sup>at 10 o'clock Adv.</sup> to testify and the truth to speak on behalf of *James Stewart,* \_\_\_\_\_ in a certain matter in controversy in our said Court depending: wherein *John Hensel* \_\_\_\_\_ is plaintiff, and *James Stewart* is \_\_\_\_\_ defendant. And this ~~they~~ shall in no wise omit under the penalty of the law; and have then here this writ.

Witness, *John Cassil,*  
~~JAMES H. GILL,~~ Clerk of our said Court, at

the Court-House aforesaid, this *12<sup>th</sup>* day of *June*, A.D. 1843.

*John Cassil,* Clerk.

Filed July 7<sup>th</sup>  
1843.  
John Capil  
Utah

John Hensel  
vs.  
James Stewart

on appeal

John Caple Esq.  
Clk Ct. Com. Pleas  
Union County

I see subpoena for Thomas M.  
Ewing, Deft, witness.

@ Curry  
Deft, Atty

Filed July 1<sup>st</sup> 1843  
Jamm Capt  
Uk

John Hessel }  
vs  
James Stuart }

Issue subpoenas for  
John Stuart, Titus Dort, Peter Crottinger,  
Ambros Beach, Daniel Bigelow and  
William Morrow -

In the Clerk of  
Quawan com. Pleas }  
June 29<sup>th</sup> 1843.

Finch & Jones  
Attys for P'ty -

11 1111  
11111111

2 years 4 months  
10 months  
Left house 1 March 1841 1-11  
Left shop some time last fall  
a summer

1 16  
12  
6  
11  
23

A

Stewart to  
Hemel 3 Article

Articles of agreement Made and Entered into this 28<sup>th</sup>  
day of January 1839 by and between John Hensel of the County  
of Union and State of Ohio of the one part and James Stewart of  
the County of Franklin and State aforesaid of the other Part

Witnesseth that the said John Hensel hath this  
day Rented unto the said James Stewart his house and garden  
Spot now Inclosed at the Rate of Twelve dollars Annuum so long  
as he may Want to stay or during the time he the said Hensel  
may Occupy the place on which he now Resides belonging to Commerce  
and if Depps Laws said Hensels timber then said Stewart is to put  
up a Shop on the premises that is he is to have the logs cut halled  
and put up at his own Expense and by said Hensel furnishing  
Plank and boards to lay the floor and Cover the the same also  
Stewart is to cut out and mak the Door Cut out the windows Make the  
Sash and find the glass for the same and what Nails that may be  
Wanting for the floor door and windows and the said Hensel to  
build a ~~Shop~~ <sup>Shed</sup> at his ~~own~~ <sup>own</sup> Expense also to ~~clear~~  
the ~~ground~~ <sup>ground</sup> at Side of the garden supposed to be about Two Acres

fit for ~~any~~ <sup>any</sup> ~~purpose~~ <sup>purpose</sup> and put it under a good fence and give said  
Stewart the whole premises for the sum of ten Dollars <sup>Down</sup> by Stewart doing  
the Building &c as above and Stewarts time to Commence on the first day  
of April or sooner if he can move and if said Hensel has to give  
up the place he now occupies at the End of the year then Stewart is  
to give up to Hensel by His giving Stewart Ninety days Notice of  
Such Removal. All timber lumber ~~for~~ for the above to be furnished by  
Hensel as also for Repairs fier wood &c &c for the true performance  
of the above the parties have here unto set their Hands and seals  
the Day and Date Above

John Hensel *Seal*

James Stewart *Seal*



John Keene } Originals  
vs- James Stewart } papers.

Filed Jan 26<sup>th</sup> 1843

John Capie Clerk

Whit

Book of Keene, James Stewart  
James Stewart

Rec<sup>d</sup> Sept<sup>r</sup> 8<sup>th</sup> 1842 of James  
Stewart Twenty five Dollars and  
43 Cents in full of Rent Rais-  
ing board flour of Mitchell  
and all other Work to this day  
Except any thing is forgotten  
and may be settled for hereafter  
John Housel

Mr John Hessel

To James Stewart

1839

|                      |                                                                                                          |         |                  |                  |
|----------------------|----------------------------------------------------------------------------------------------------------|---------|------------------|------------------|
| Apr 18 <sup>th</sup> | To 2 Doses Medicine for Child                                                                            |         | 6                | 12 $\frac{1}{2}$ |
| 16                   | To Cash paid for nails for Roof                                                                          |         | 0                | 50               |
| 25                   | To halting Clabboards <sup>37<math>\frac{1}{2}</math></sup> fixing flyers 12 $\frac{1}{2}$               |         | 0                | 50               |
| May 23               | To 1 second hand flax wheel                                                                              |         | 2                | 50               |
| 10                   | To facing Sack and four planes                                                                           |         |                  | 25               |
| x                    | By $\frac{1}{2}$ bushel of oats 25 $\frac{1}{2}$ 6 gallons Vinegar <sup>12<math>\frac{1}{2}</math></sup> | 1       | 12 $\frac{1}{2}$ |                  |
| July 1               | To Difference in Razors                                                                                  |         | 0                | 18 $\frac{3}{4}$ |
| 19                   | To 181 feet Walnut plank @ 14 $\frac{1}{4}$ halting 1 $\frac{1}{2}$                                      |         | 3                | 27               |
| 29                   | To 1 $\frac{1}{2}$ Weavers temples 62 $\frac{1}{2}$                                                      |         |                  | 62 $\frac{1}{2}$ |
| 30                   | To 2 Nib handles 13 $\frac{1}{2}$ By nails 15 $\frac{1}{4}$                                              | 15      | 00               | 12 $\frac{1}{2}$ |
| Aug 25               | x By 5 days pasture for Horse                                                                            |         | 12 $\frac{1}{2}$ |                  |
| Sep 2                | To 1 set Weavers Spools \$1.75 By chopping 50 $\frac{1}{2}$                                              | 50      | 1                | 75               |
|                      | To assistance on loom                                                                                    |         | 2                | 50               |
|                      | To 20 feet stuff for door @ 1 $\frac{1}{2}$                                                              |         |                  | 20               |
|                      | To mending Brace Spring                                                                                  |         |                  | 50               |
|                      | To Iron lost from Waggon                                                                                 |         |                  | 25               |
|                      |                                                                                                          | \$ 1 90 | 13               | 28 $\frac{1}{2}$ |

By Error in Charge for halting plank

|      |          |                                                              |    |                  |                  |
|------|----------|--------------------------------------------------------------|----|------------------|------------------|
| 1840 | May 1    | To Sundry Repairs done to flax wheel                         |    | 11               | 38 $\frac{1}{4}$ |
|      | Jan 7 23 | To 29 $\frac{3}{4}$ buf @ 3 $\frac{1}{4}$                    |    | 30               |                  |
|      | Feb 6    | To Rewiting Lames                                            |    | 11               | 08 $\frac{1}{4}$ |
|      | x        | By Lynn Stuff                                                | 1  | 50               |                  |
|      |          | To 1 Table                                                   |    | 12               | 78 $\frac{1}{2}$ |
|      |          | To 1 Coffin                                                  |    | 1                | 20 $\frac{1}{2}$ |
|      |          | To Making Grain Cradle                                       |    | 5                |                  |
|      |          | To Corn lent to feed with $\frac{1}{2}$ bus 12 $\frac{1}{2}$ |    | 20               | 45 $\frac{1}{2}$ |
|      |          | To 1 Bushel of Corn Muid for Donaldson 37 $\frac{1}{2}$      |    | 12 $\frac{1}{2}$ |                  |
|      |          | To 2 bushels of Corn to pay 2 $\frac{1}{2}$ and Rec 2        | 50 | 62 $\frac{1}{2}$ |                  |
|      |          |                                                              |    | 21               | 58               |
|      |          |                                                              |    |                  | 50               |
|      |          |                                                              |    | 21               | 8                |

~~Am't of Medical Services~~

|                          |       |
|--------------------------|-------|
| Am't brot over           | 21 08 |
| Am't of Medical Services | 26 25 |
|                          | <hr/> |
|                          | 47 33 |

Rec<sup>d</sup> Sept<sup>r</sup> 8<sup>th</sup> 1842 of W. John Hessel the above amount  
in full of all charges to this Date Except any thing that  
may have been forgotten and may be settled Here after

James Stewart

The above amt written is the

"B"

2

To one Days work of P Cratinger cutting horn for  
 Which you agreed to Work a Day on my Chimney  
 One day by ditto on docto wils  
 4 days by ditto on Henry Beachers Chimney  
 the last five days your agreement was to Work  
 2 days on Chimney for 3 days of his Work

Gate and Jam Staff

"D"



2

To one Days work of P Cratinges cutting horn for  
 Which you agree to Work a Day on my Chimney  
 One day by ditto on dorts side  
 4 days by ditto on Henry Beaches Chimney  
 the last five days your agreement was to Work  
 2 days on Chimney for 3 days of his Work

Gate and Jam Stuff

"D"



M<sup>r</sup> John Hensel

1840

To James Stewart

To Clearing up the brush fence burning brush  
fell and Lying therein

To Clearing hill side smoother by John for which he  
was to have 3 crops and taken possession off when he  
had only one

To 15 bushels of Corn Destroyed in consequence of <sup>not</sup> making  
fence according to contract. @ 25¢

To blank book Close bind

To 2 screws and taps to fix Shafts to Sled

To Cash p<sup>d</sup> for Indigo and Copra

To 1 water Pitcher broke when helping John W. Leonard

To amt Answered Jacob Tilton for you

To Damage sustained by Not furnishing lumber for  
Shop floor keeping me without from 13<sup>th</sup> of April  
untill the 19<sup>th</sup> of July

\$ 113 00 1/2

Breaking my saw which he promised to furnish  
me with as good a one and has never done it  
26<sup>or</sup> pounds of salt lent to be paid by fall and  
Not Done

Turn Over

Union Com Pleas

John Hensel

vs

James Stuart

Sub witness

Served by reading  
July 7. 1843.

M. M. Steel Sheriff

Sew 30

Out

Filed July 7<sup>th</sup> 1843

John Capil Clerk



The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Catharine Stone. James Stewart,*  
*John Haughen. Joseph Robert.*

to be and appear before our Court of Common Pleas of said County, at the Court house  
in the town of Marysville, ~~on the first day of next Term, 10 o'clock, A. M.~~ <sup>forthwith</sup> to testify and

the truth to speak on behalf of *James Stewart* in a certain  
matter in controversy in our said Court depending: wherein *John Hensel is*

\_\_\_\_\_ plaintiff, and  
*James Stewart* is \_\_\_\_\_ defendant.

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

this writ. Witness John Cassil, Clerk of said court at the

court house aforesaid, this *7<sup>th</sup>* day of *July* A. D. 1843,

*John Cassil* Clerk.

Union Common Pleas:

James Stewart

ad.

John Hendell

} Plea:

Filed June 7<sup>th</sup> 1845

John Capie M

Recorded

James Stewart }  
ads. }  
John Hensel }

In Debt.

And the said James Stewart Comes and  
defends, and says that he does not owe the said several  
sums of money in the declaration of the said plain-  
tiff demanded, or any part thereof, in manner  
and form as the said John Hensel has complained  
against him. and of this he puts himself on the  
Country, and the said John Hensel doth the like.

By Otway Curr, His atty.

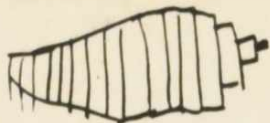
The plaintiff will also take notice that the plaintiff  
will, on the trial of this cause, give in evidence and insist  
that the plaintiff at the commencement of this suit, was and  
still is indebted to the defendant in the sum of \$99.00  
for the price and value of goods before that time sold &  
delivered by the defendant to the plaintiff at his request.  
And also in the sum of \$99.00 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 \$99.00 for money before that time lent  
by the defendant to the plaintiff at his request. And also  
in the sum of \$99.00 for money before that time received by  
the plaintiff for the use of the defendant.  
And also in the sum of \$99.00 for money found to be due  
from the plaintiff to the defendant, on an account  
before that time stated between them; and that the  
defendant will set off on the said trial as 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 the said  
several sums of money due to the defendant,  
according to the statute in such case made  
and provided.

John Hensel }  
vs }  
James Stewart } Assumpsit -

Suit brought on an account &  
Damages \$99.00 -  
November 5<sup>th</sup> 1842. )

Issue a summons  
returnable on the 10<sup>th</sup> day of November  
inst. at 12 o'clock. M.

J. C. Smith  
Pltff's Atty -



# Amals acct

|                              |                                 |
|------------------------------|---------------------------------|
| Building Shop                | 6.00                            |
| x Lin for chain & setts      | 2.00                            |
| <del>6 gal. Vinegar</del>    | <del>2.50</del>                 |
| x Poling Shoes — father      | <del>8.75</del>                 |
|                              | 118 <sup>3</sup> / <sub>4</sub> |
| x Lin for son                | 3 <sup>1</sup> / <sub>2</sub>   |
| x 6 gal. Vinegar —           | 1.50                            |
| x Turning lath 2 days        | 1.50                            |
| x Scoring logs one day       | .75                             |
| x Darning house 1 day        | .75                             |
| x 1/2 barrel flour           | 2.80                            |
| x for work about Chummy & Co | 5.00                            |
| x Board —                    | 12.00                           |

32.80  
21.00  
 53.86  
25.00  
 78.86

Rent of House  
Shop rent

## Defts.

|                                         |                                  |
|-----------------------------------------|----------------------------------|
| Set off                                 |                                  |
| In blank book                           | 12 <sup>1</sup> / <sub>2</sub>   |
| Cabinet work                            | 21.00                            |
| 1 oz In Indigo                          | 16 <sup>2</sup> / <sub>4</sub>   |
| 1 <sup>1</sup> / <sub>2</sub> lbs Copra | 18 <sup>3</sup> / <sub>4</sub>   |
| Worsh fenced clearing                   | 3.00 <sup>1</sup> / <sub>4</sub> |
| <del>20 lbs</del> Flox wheel            | 2.50                             |
| Help make loom                          | 3.50                             |
| Reef. <del>Corn</del>                   |                                  |
| 3 bus. Corn @ 25 —                      | .75                              |
| Gate                                    | .50                              |
| Wear <sup>nails</sup> spools            | 35                               |
| 216 feet plank for shop @ 1.25          | 2.70                             |
| 2 <sup>5</sup> / <sub>4</sub> lbs luff  | .189                             |
| Cups & screws                           | 3 <sup>7</sup> / <sub>2</sub>    |
| x Hauling lumber                        | .75                              |

36.42

|                       |         |
|-----------------------|---------|
| Medicine & Attendance | 10.00   |
| Med. Fees             | \$46.77 |
|                       | 48.02   |
|                       | 78.56   |

\$38.84 for plff

The above is the estimate as made by  
 the Court of common Pleas at its July term  
 1843 in the case of John Hensel vs James  
 Stewart  
 John Capel Clerk



Deposition of Caleb Green of Jerome Township in the County  
of Union taken on the 22<sup>nd</sup> day of June in the <sup>year</sup> 1843 between  
the hours of six & seven in the morning of the said day at  
the office of Joseph Button pursuant to the enclosed notice  
to be read in evidence in a cause pending in the Court of  
Common Pleas of Union County wherein John Hensel is  
plaintiff & James Stewart Defendant. The said Caleb  
Green being sworn deposes and saith that he  
heard James Stewart the defendant say he would allow  
John Hensel the Plaintiff one dollar per week for twelve  
weeks board. He heard the said Stewart say the date  
1839 for medical services should be 1840 he had made  
a mistake in the date of the year. He heard the said  
Stewart say that six dollars was his charge for medical  
services for the year 1840.

He heard the said Stewart say he would rectify  
all mistakes the receipts given on settlement should  
be of no effect. Caleb Green.

Joseph Button Justice of the Peace Jerome Township in  
Union County State of Ohio do hereby certify that  
Caleb Green was by me sworn to testify the truth the  
whole truth and nothing but the truth and that the  
foregoing deposition by him subscribed was reduced to writing  
by me and taken at the time and place in the notice specified.  
Joseph Button J.P.

June 22<sup>nd</sup> 1843

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

Deposition of Caleb Green in the suit of John Hensel  
vs James Stewart in said Court pending taken sealed  
and directed by me  
Joseph Button  
Justice of the Peace



James Stewart

To John Hensel

1839

|        |                                                                          |           |
|--------|--------------------------------------------------------------------------|-----------|
|        | For building the cabinet shop                                            | \$ 6 00   |
|        | for Lynn stuff for settee and chair <sup>belong</sup>                    | 3 00      |
| 19th   | for binigon and posturing horse                                          | 2 00      |
|        | damages for horse breaking down my fence and destroying my grain         | 2 00      |
|        | Stewart taping and blading my field of corn for him self                 | 2 00      |
|        | for half soeling and finding soles for <sup>John Stewart</sup>           | 50        |
|        | also for <sup>soeling</sup> James Stewart shoes                          | 25        |
|        | for house and ground rent                                                | 21 00     |
| 41-    | for Twelve weeks board for Stewart and <sup>hands</sup>                  | 15 00     |
|        | for kicking the lathe at sundry <sup>times</sup> <sup>days</sup>         | 1 75      |
|        | for assistance at skoring house logs                                     | 1 00      |
|        | for one days doubling at his house                                       | 1 00      |
|        | for underpinning house and building <sup>double chimneys</sup>           | 7 00      |
|        | for half a bottle sweetoil and one pound of salt. also one pound tobacco | 50        |
|        | for sawing down his house corner                                         | 2 00      |
|        | for several wagon loads of manure                                        | 2 00      |
| 300.50 | for blabboaring for covering his stable                                  | 2 50      |
|        | for 37 house logs got of me                                              | 4 50      |
|        | for shop: <sup>rent</sup> two years and seven months                     | 31 00     |
| admitt | for two dollars and 80 cents of flour                                    | 2 80      |
|        | November the 5. 1842                                                     | \$ 128 80 |

366

Stewart's Medical acct "D"

- = Medical Services, rendered family - ap. 1/3 to Oct 10 3.00
- Oct 10 2 visits & medicine for wife 1.25
- = Advice called for, while under Dr. Bigelow
- = Medicine & attendance on child in milk blotch 1.50
- = Medicine & visit to wife .75  
(Mrs H.)
- = Medicine & attendance balance of year 10  
till you wife's cap posed Consumption 6.00  
(Call - S. F. & J. H.)
- = Medicine and attendance for more than 3  
months, paying one visit daily, or more. 5.00  
(Mrs H. Time?)
- = Attendance on Child 2.00
- = pills for wife at sundry times 1.25  
(Mrs H.)
- = Do advice and attendance more than  
a month, during wife's last illness = 5.00  
3 to 5 times a day.  
(Mrs H. & Mr Stone.)

Hensel's acc. ~~1872~~

|                                                          |              |       |
|----------------------------------------------------------|--------------|-------|
| x Building Cabinet Shop                                  | John Stewart | 6.00  |
| Sim. Stuff for Chain bottoms                             |              | 3.00  |
| Ringon & horse pasture                                   |              |       |
| Dam age, for horse horse-ating fence &c.                 |              |       |
| top pins & blades = Gift, J. Stewart                     |              |       |
| half Soling for J. Stewart = about pin Soling by J. S.   |              |       |
| Soling James Stewart shoes                               |              |       |
| House & front rent = see article                         |              | 21.00 |
| 12 weeks, boarding = about by J. Stewart & J. S.         |              | 15.00 |
| Kicking leather                                          |              |       |
| App. steam at scoring log                                |              |       |
| Staubing at house 1 day                                  |              |       |
| Underpinning house, & building chimneys = about by J. S. |              | 7.00  |
| Sunt oil, Chalk & tobacco                                |              |       |
| Sawing down house corner, paid by Shovel plant = J. S.   |              | 2.00  |
| Several loads manure = Shavings, J. S.                   |              | 2.00  |
| Clap board for stable = Exchange, J. S.                  |              | 2.50  |
| 37 horse logs = Gift - maybe Ch. S. = J. S.              |              | 4.50  |
| Shop rent = see Art. = about by J. S.                    |              | 31.00 |
| Flour                                                    |              | 2.80  |

(Rent Ch. above \$52  
due by article a little over \$10)

John did not perform steps in art. as to time of reading  
now as to lumber for shop  
pls. can notice to Dept. to lead in  
at the time he had a thin  
immediate population.

- x Dept's Mils.
- + John Stewart
- x William Stewart
- x Joseph Stewart
- x Catherine Steiner
- + Joseph Stewart
- x R. Cratling
- x Jos. J. Pallant
- x Jas. M. Stewart
- x Joseph Stewart

Stewart & Harso settled & passed notes on the 27  
Sept. 1872; which are on our in process.

Calc. all C.T.

|                    |                                                               |      |
|--------------------|---------------------------------------------------------------|------|
| J. Stewart         | Cash for nails for roof                                       | .50  |
| "                  | Hauling Clap board                                            | .37½ |
| W. Stewart         | Flax wheel x                                                  | 2.50 |
| J. Stewart         | 181 ft. of <sup>walnut</sup> plank at 1¼ ct per foot, hauling | 3.27 |
| W. Stewart         | Weaver's Lemple x                                             | .62½ |
| W. Stewart, Hobart | 1 Set weaver's spools x                                       | 1.75 |
| J. Stewart         | Assistance on loom                                            | 4.50 |
| "                  | 20 feet of <del>stuff</del> for door to shop x                | .20  |
| W. Stewart         | making brace spring                                           | .50  |
| J. Stewart         | Iron lost from waggon                                         | .25  |
| "                  | 29 + ¾ lb beef at 3 ct x                                      | .89  |
| "                  | Our Table                                                     | 5.00 |
| "                  | Coffin for Child x                                            | 2.50 |
| "                  | Making grain Cradle                                           | 1.75 |
| "                  | Painting plow & grain cradle x                                | .50  |
| "                  | Corn lent to feed with <sup>1</sup> / <sub>2</sub> bushel     | .12½ |
| "                  | 1 bush. seed Corn <u>rubbed</u> ,                             | .37½ |
| "                  | balance of <del>seed</del> Corn lent,                         | .12½ |

Hensel vs. Stewart.

Stewart's rebutting acct. C!

- = Clearing up brush fence = John Stewart = 300
- = Clearing hill side for Tom = J. Stewart = 300
- = Corn destroyed for want of Cart fence = M. H. = 375  
(to induce cart road, under spec. com)
- = Blank book = acknowledged as Ewing = 375
- = Screws & taps for sled = value by M. H. = 13
- = Indigo & Copres = M. H. = 13
- { Damages on acct. of not furnishing lumber for  
th of floor & keeping out of shop from  
12<sup>th</sup> of April to 19<sup>th</sup> of July.  
(Same as Corn item above)
- Breaking saw  
(Same as Corn item)
- = 26 # salt = value by M. H.
- { One days work by P. Crating  
Cutting Corn = acknowledged (Ewing)  
value? same
- x { One days work by Crating on Ditch well  
James M. Stewart = value? x
- = 41 days <sup>work</sup> by Crating a Beach's Chimney  
John Stewart = value?
- = Gate and Iron Steep = John Stewart = value?

Rec<sup>d</sup> this writ July 14. 1843, levied July 20<sup>th</sup> 1843. upon a full  
set of Cabinet Tools, consisting of Plains Saw, bits Braces Chisrels  
&c &c. &c. also a Tuning Luthie + Chisrels l<sup>h</sup>ead of cattle + 1 horse  
Advantures property to be sold on the 17<sup>th</sup> day of October A.D. 1843  
11. O'clock AM, - not sold for want of bidders,

N W Steel Sheriff

union common Pleas

John Hensel  
vs  
James Stewart

---

|         |       |
|---------|-------|
| Damages | 30 84 |
| Costs   | 46 84 |
| Writ    | 41    |

---

Sew 35

140

advg. 25

Bond .50

2.50

for fee 1.00

3.50

Filed Oct 19 1843

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 *fifth* day of *July* A. D., 1843 *John Hensel*

recovered against

*James Stewart*

as well the sum of *thirty* \_\_\_\_\_ dollars

and *eighty four* cents, for *his* damages, as the sum of \$ *20,92*  
for *his* costs and charges in that behalf expended, as of record is manifest. You are there-

fore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

*James Stewart*

you cause to be made the damages and costs aforesaid with interest thereon from the *eight* day of  
*July* A. D., 1843 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 *John Hensel*

*also the costs of said Stewart amounting to twenty five dollars and ninety two cents*

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House

aforesaid, this *fourteenth* day of *July*  
A. D., 1843

Attest;

*John Cassil* CLERK

J. Hensel

205

James Stewart  
Precipio

Filed April 17 1844  
John Bassett  
clerk

Spued May 20. 1844  
John Bassett  
clerk



John Marshall

James Stewart

} In debt

Issue executed on

Smith & Jones

atly p ply

April 16. 1844

Rec<sup>d</sup> this writ May 20. 1844. Served May 23<sup>d</sup> 1844  
 upon James Stewart's entire set of Cabinet Tools consisting of Plans  
 Chisels. Gouges Bits Braces Scrapers. Squares. Clamps, Mallets &c  
 and every other tool necessary for the business of Cabinet making  
 also a Turning Lathe & Chisels. Gouges &c used = Turning  
 Advertis'd them to be sold June 29. 1844. Made  
 June 25. 1844 Eighty five dollars & twenty three cents  
 W. W. Steele Sheriff

Union Com Pleas<sup>2</sup> 122

John Hensel

vs

James Stewart

Decree \$ 32.22  
 Penalty 1.61  
 Costs at Law 48.95  
 Costs in Chancery 4.72  
 Increase Costs at Sale 5.72  
 This writ 741

93.63

Rec<sup>d</sup> June 24. 1844 of  
~~J. Stewart. W. Rec<sup>d</sup> \$18.75  
 J. M. Ewins do - 1.93  
 Cash - - - \$65.55~~  
 86.23

Writ July 5 1844  
 John Hensel, Clerk.

Levy .35  
 Mile .65  
 Bond .50  
 Adoty .75  
 Pon 2.90  
 3.75  
 Adoty - 1.00 \$ 4.75

5528

THE STATE OF OHIO: IN SENATE, JANUARY 1844.  
 REPORT OF THE COMMISSIONERS OF THE LAND OFFICE.  
 IN RESPONSE TO A RESOLUTION PASSED IN SENATE, MARCH 1843.  
 COLUMBUS: PUBLISHED BY G. W. KENTZLE, AT THE OFFICE OF THE COMMISSIONERS, 1844.



Union Loan Pless no 65

John Hensel

vs

James Stewart

Damages \$30.84

Costs - 46.84

Increase - 2.91

Writ -- 41

Rec<sup>d</sup> this writ Oct-  
27. 1843. Advertised  
the prop. to be sold Jan  
2<sup>nd</sup> 1844 - Stayed by  
Injunction Jan 1<sup>st</sup> 1844

W W Steele Huff

Law 35

Mile .05

Advt 25

Pr. Fee 75

Filed Jan - 3<sup>rd</sup> 1843 1.40

John Corrie clerk

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

We command you to expose to sale those *goods and chattels of James Stewart, to wit: a full set of cabinet Tools consisting of Plains. saws. bits Braces Chisels &c. &c. &c also a Turning lathe & chisels 4 head of cattle and horse*

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 Hensel* the sum of *thirty* dollars and *eighty four* cents, for *his* damages, together with \$ *46 - 84* for his costs, with interest thereon from the *7th* day of *July* A. D. 1843 until paid, which late in our said Court the said *John Hensel* recovered against the said *James Stewart,*

as of record is manifest. Also, \$ *3,91/100* 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 *John Hensel*

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*  
*for J. M. Williamson Deputy*  
CLERK.