Civil/Domestic Case File

Case No. 1843-CV-0001

No. 43-CV-1

Union Common Pleas Court.

Samuel Dixon
Plaintiff,

AGAINST

William Hunter
Defendant.

APR 1844

Diss at defendts cost

No Record.

Journal 3 Page 195

Record No. Page

Ex. Doc. Page

S. D. Dixon
vs
Hunter & Watson

Precipe

Filed June 11th 1833
John Cassil
Clerk

Samuel Dixon

vs

William Hunter &
Charles Watson

Trespass Damages
5 00/$

Issue a Summons
returnable next Term in this suit brought
to recover damage sustained by Plff by Defts on the 11th day Jany 1843 at the County
of Delaware in the State Ohio with force and arms
did assault the said Plaintiff and then &
there took and imprisoned him the said Plff
for a long space of time

J Hall Atty
Pa Plff

Samuel T Dixon

vs

William Hunter
Charles Walsor

Damages $300.00

Writ

Served by certified
Copies Jany 11th 1843
W. W. Steele Sheff

Serv — 55
Mile — 05
Copies — 30
90

Filed Jany 12. 1843
John Cassil Clk

Defendants
Plaintiff's Petition
Filed January 12th 1843
Clerk
Plaintiff's Petition
Filed January 12th 1843
Clerk

Plaintiff's Petition

Said Defendants Charles Walsor and William Hunter are indebted to Plaintiff in the sum of Three Hundred Dollars for a Note of Hand executed by Defendants on the 11th day of January 1843 at the County of Scotland in the State of Ohio with the force and effect of a Sealed Note and Plaintiff avers that said Defendants have failed and refused to pay said Note when due and Plaintiff prays judgment for said sum of Three Hundred Dollars

Hall
Attys for Pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William Hunter and Charles Nelson

to appear on the first day of our next term, after 10 o'clock AM 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 Dixon

in a plea of Trespass Damages five hundred Dollars

And have you then there this writ.

WITNESS, [redacted], Clerk of said Court, at the Court-House aforesaid, this 11th day of January A.D. 1843

John Capel CLERK.

In Union Common Pleas.

Samuel T Dixon
vs
William Hunter &
Charles Watson

Trespass — Case

1844

Filed August 17th 1843
John Cassil Clerk

Allison & Hall Pltffs
Attys

State of Ohio
Union County SS

Union Court of Common Pleas
April Term A D 1843

Samuel T Dixon complains of William Hunter and Charles Watson in a plea of Trespass for that the said William Hunter and Charles Watson on the 11th day of January 1843 at the County of Delaware in the State of Ohio, (to wit. at Union County Ohio) with force and arms assaulted the said Samuel T Dixon, and him then and there took and imprisoned, and restrained him (the said plaintiff) of his liberty, and held him in servitude, ~~from~~ for a long space of time to wit from the hour of one oclock until the hour of two oclock P M of said day, making one hour, against the law of land, and against the will of the said plaintiff, and other injuries the said defendants there did within that time; against the peace and to the damage of the said plaintiff five hundred dollars: and thereupon he sues &c

By Allison & Hall his Attys

William Cohen Rhea

vs

Hunter & Wilson

et al.

Dixon

Trespass

Plea

Filed Oct. 14th 1843

John Caspie Clerk

B. G.

William Hunter and
Charles Walton
vs
Saml T. Dixon

Union Com Pleas
Trespass
And now the said defendants comes and says that they are not guilty of the trespass &c in manner and form as the plaintiffs hath in his declaration alledged against them and of this they put themselves on the Country and the Pltff doth the like

Brock & Gilbert
Attys for Deft

Civil/Domestic Case File
Case No. 1843-CV-0002

No. 43-CV-2

Union Common Pleas Court.

Commissioners of Union Co
Plaintiff,

AGAINST

John Johns. admr &c
Defendant.

APR TERM. 1851

Discontinued

Journal 5 Page 9

Record No. No Record Page

Ex. Doc. A Page 28

Stephen McLain
Director of
The Town of
Marysville

Bill of Exceptions
To Account —
Filed

Filed January 19, 1843.
John Cassil,
Clerk

Under charge against Himself
Bal. Due . . . $157.51

10th Because said Director Charges himself with nothing as received of D. Miller for Lot No 16. Whereas said Miller paid said Former Director $20 and said McLain as Director 40$
Undercharge — 40.00

11th Because said Director Charges himself With Nothing as Received of Thos Collins for Lot No 70. Whereas 2/3 of the purchase Money to wit $40 was paid by said Collins to said McLain Undercharge 40.00
$237.51

12th Because said Director has not charged himself with all the Money which came into his hands as director but his account against his self is Undercharged to the amt of $237.51/100 which would Increase his receipts from $489.66. as stated by himself to- $727.17

13th Because said Director credits himself with the following Items - improperly wit

1 By pay on Work Done for County . $23.50
2 By Paid H & D Burnham . . . 3.18
3 By Paid Phile H Olmsted 1.50
4th By Paid Mathias Collins 1.50
5 By Paid Lanson Curtes 85
6 By Paid S G Strong 53.75
Amounting to $84.28

When the facts are that said sums except No 2 of $3.18 were all allowed and Received by C Lee and were received by

said Collector as Treasurer of Union County on the 28th Day of May 1828 and included in his Receipt of That date of $154.47. — And that No 2 of $3.18 was for Purchased at H & D Burnhams as is believed —

Over Charge to the County —— 84.28.

14th Because said Director Credits him-self with $125 for his services when in fact the full Amt Received for the Avails of More than 100 Town Lots falls Short of $250. & $125 would be More Than 50 per Cent of the Amt. Over Charge 123.75

15th Because said Director claims Cr. for a Contingent Lawsuit - wherein if he does not Loose - he will be taking Advantage of his Own wrong & for this he claims Credit $240.00 Whereas all That he could Legally claim was he Not Director off from the County would be $35.25 principal - & $35.95.5 Interest Amtg to $71.20.5. Over Charged 168.79.5

$376.82.5

16th Because said Director by - making said several Over Charges against the County Amting in all to 376.82.5. of improper Charges - To 246.94.5 - of proper Charges the Enormous Sum of $623.77 whereas The Sum of $246.94.5 Bills is Sufficient it Being More than All the County - has yet received - And should - Reduce his Charges against the County to the Sum of

$246.94.5

17th Because said Stephen McLain Director of said Town has in his own Name applied for for the benefit of the Bankrupt Law & has not in his Schedule set forth his claim against the County Andy by his own Showing to $184 11 —

18th Because said Stephen McLain as an applicant for the benefit of the Bankrupt Law Does not in his Schedule set forth that he is indebted to the County of Union in a fiduciary capacity in the sum of $480.225

19th Because said Stephen McLain has for sixteen years Refused to settle with the County during which time or at an Average has held the said sum of $480.22.5 for a period equal to twelve years & ought to account for the use of the same to the amt of $303 80

20th Because the County Commissioners or some of them for years have refused to Call said Director to a Settlement

All of which is submitted to the test of proof by

Silas G Strong
a Citizen of Union Co
Ohio

Under Charges Brot over $63.07

5th " Because said Director Reports that He sold to J R McLain Lots No 97 & 98 for $2.06 whereas said Director sold said Lots for $2.75 Undercharged .69

6th Because said Director Reports that Lot No 54 was Donated - whereas the truth is that said Director sold S^d Lot No 54. & Received $20. for said Lot of Wm Edgar Undercharge 20.00

7th Because said Director Reports that Lot No 76 was Donated whereas the truth is that said McLain so soon as Leonard Kirkwood had tanned a Raccoon skin in a sap trough - conveyed said Lot to him And when said Kirkwood had abandoned it & it was Delinquent for Taxes said McLain procured a Bid of and assigned to him as Director for the use of the County - & then sold it for $60. & received the pay & gave title as Director allowing $5. cost Undercharge 55 00

8th Because said Director makes no - Report of the sale of Lot No 119 whereas the truth is said Director sold said Lot No 119 & Received $14.75 for the same of D Miller Undercharge 14.75

9th Because said Director Reports that he sold Lot No 88 to J R McLain for $2.00 when in fact he sold it for $6.00 Undercharge 4.00

$157.51

In the Matter of the Settlement of Stephen McLain, Director of the Town of Marysville. } In Union Com. Plea

The Board of Commissioners of Union County now come, and except to the account for settlement heretofore filed in this Court by said Director: and for causes of exception show the following; being the causes of exception to said account heretofore filed by Silas G. Strong, and which the said Board now here adopt.

And for further causes of exception the said Board of Commissioners say that said account makes no mention of divers other sums of Money received by said Director by virtue of his said Office, and with which he ought to have Charged himself; and this the said Board will verify in any way which by this Court may be Directed.

By Allison & Curry
Their Attorneys.

Bill of Exceptions filed by Silas G Strong against. The account filed by Stephen McLain Director of the Town of Marysville in Union County Ohio - - - - - - - - - - - - - - - - -

Silas G Strong Excepts to said Account for Twenty - good reasons to wit

1st Because said Director Reports that he sold to Silas G Strong Lot No 3 of Milelang Square for $4.00
Lot No 6 of Milelang Square for 5.00
Lot No 7 of said Square for 5.50
Lot No 10 of said Square for 5.50
Whereas in fact said Director sold each of said Lots for a greater sum than above stated to wit the sum of seventeen cents each - Undercharge $0.25

2nd Because said Director Reports that said Silas G Strong paid him on Lot No 22. $65.00 When in fact said Strong paid said Director on said Lot $69.00 Undercharge $4.00

3d Because said Director Reports that he sold to Amos A Williams Lots No 1. 8. 9. & 16 On Milelang Sq. for the sum of $28.50 Whereas said Director Received in consideration for said Lots $30.00 Undercharge 1.50

4th Because said Director Reports that he sold to David Miller Lots No. 62. 117. 116. 124 = 125. 103. 106. 122. & 60. for the sum of $20.06 & sundry other Lots to David Miller - which lots conveyed to said Miller for $22.62 Making in all $42.68. & that Lot No 72 was Donated to D. Miller - When in fact said Director sold Lot No 72 to D Miller & for the said Lots including No 72 said Director received $100. Undercharge 57.32

H Eaen
Concept

Columbus Nov. 28. 1826

Stephen McLain Esq

To P. H. Olmstead Dr

To publishing in Columbus Gazette
an advertisement in March 1825 Sale
of Lots in Marysville — $1,50

Rec payment Dec 16, 1826 J. Davis Mitchell for
P. H. Olmstead

Contr.

Receipt
to
Director
$5 5 Cts

Received of Stephen McGain 65 cents for whiskey bought to the Sale of lots

Nauvoo 28/1845

J Cantes
per H Lotney

No Collins
Receipt
for
Discolor
$1.50

March 30th 1825

Received of Stephen McLain director of the town of Marysville one dollar and fifty cents for crying the sale of lots on march 29th 1825

Matthias Collins

Recd of Stephen M Lain Director of Marysville the full amount of the within this 23rd day of May 1828 by Endorsement on Article Bylles Director & My Self

Silas G Strong

S. G. Strong
Account
33.75

Union County Director of Marysville

To Silas G Strong Dr

To cash Paid John Sumner — —	$0 87½
To cash Paid Matthias Collins for Wheel	
By order of D Comings Director	" 75
To cash Paid John Porter by order of	
Commissioner Jany 8th 1824 —	48 50
	50 " 12½
Int on above until 25th July 1824	1 62 8
To ~~Int~~ of Director Demand Coming Dec	51 " 75
To Taking acknowledgement on	2 75
11 Deeds — — — —	54 50
By S M Director 50 lbs Cr also 25 lbs Flour	" 75
	$53 75

Silas G Strong

Title Bond for
Town Lots
Sold by Director of
Marysville to Silas Strong

I hereby assign all Right
and title to form of
the within mentioned Lots
to wit No 2 & 16 & 15
on the Mill Creek Sign

Silas Strong

26.06
7.00
5.50
14.56

23 52
3
70 56

Know all Men by these presents that I Stephen McLain Director of the Town of Marysville in the County of Union & State of Ohio are held and firmly bound unto Silas G Strong in the just and full sum of One hundred dollars Current money of the United States the payment of which well and truly to make I bind myself as Director of the Town aforesaid and my Successors in office firmly by these presents Sealed with my Seal and Signed officially this 29th day of March A D 1825

The Conditions of the above obligation is such that whereas Silas G Strong has this day bought of the Said Stephen McLane Director the following Lots in the town of Marysville for the Sums Expressed the ~~No.~~ ~~[illegible]~~ of Each Respectfully To wit No 30 $2.00 No 42 $10.00 No 80 $3.00 No 12 ~~on Military~~ $1.31 No 2 on Military Square $6.00 No 7 on Do $5.56¼ No 10 on Do $5.56¼ No 15 on Do $10.00 No 14 on Do $10.00 No 11 on Do $6.00 No 6 on Do $5.06¼ No 3 on Do $6.06¼ for which the Said Strong hath given Said Director two Several Notes of $23.52 Each one of which is payable to Said Director one year from the date hereof and the other in one year thereafter — and Said Strong has also Received of Said Director for the Sum of $26.02 as advance pay towards a Job of work which Said Strong is to Execute for the County Now if Said ~~Strong~~ Director Does on the payment of Said Sums of money Expressed in Said Notes Execute and Convey by Good and warranty Deeds in fee Simple the Lots as herein before Expressed unto him the Said Strong then this obligation to be Void Else in full force and Vertue

Stephen McLain
Director

attest
Matthias Collins

C. Lee
Receipt

Recd of Stephen McClain Director of the Town of Marysville one hundred fifty four dollars and forty seven ¼ cents money recd for the sale of lots

Union County May 28th 1828

Cyprian Lee

4/ G. D. Bennam
Receipt to
S. W. Lewis

Recd of Stephen Mc Lain three Dollars and 18¾ Cents
in full of ye our account up to this Date, July 25th 1826

H & D Burnham

Stephen McLain
Director of Marysville

Settlement

List of Lots sold in the Town of Marysville By Stephen McLain Director.

To Levi	Phelps		No. 90	5.25
"	"	"	" 10	36.00
"	"	"	" 14	7.00
"	"	"	129	2.00
"	"	"	136	2.00
"	"	"	137	2.00
"	"	"	144	2.00
"	Silas	G. Strong	12	1.31
"	"	"	30	2.00
"	"	"	42	10.00
"	"	"	80	3.00
"	"	"	2 } M.S.	6.00
"	"	"	3 }	6.00

$84.56

Amount brought over			84.56
To Silas G. Strong	No.	6	5.00
" " "	"	7	5.50
" " "	"	10	5.50
" " "	"	11	6.00
" " "	"	14	10.00
" " "	"	15	10.00
" Matthias Collins	"	4	
" " "	"	5	7.00
" " "	"	12	
" " "	"	13	
" Thomas Collins	"	18	3.68
" " "	"	66	4.00
" " "	"	92	5.25
" " "	"	115	5.00
" " "	"	118	2.00
			153.49

Amount brought over		153.49
To Thomas Collins	No. 173	1.56
" " "	" 126	1.31
" John Seeger	" 32	16.81
" Amos A. Williams	" 74	4.00
" " "	" 16	10.00
" " "	" 9	6.50
" " "	" 8	5.00
" " "	" 1	7.00
" " "	" 48	7.50
" David Miller	" 62	6.00
" " "	" 117	1.50
" " "	" 116	2.50
" " "	" 124	1.31
" " "	" 125	1.00
" " "	" 103	2.25
		$227.73

	Amount brought over.		227.73
To	David Miller	No. 106	2.00
"	" "	" 172	1.50
"	Daniel Miller	" 78	4.75
"	" "	" 96	1.06
"	" "	" 113	15.00
"	" "	" 120	5.00
"	" "	" 121	2.06
"	" "	" 127	1.50
"	" "	" 128	2.06
"	" "	" 114	7.25
"	Thomas Osborn "	" 8	10.25
"	" "	" 86	2.75
"	" "	" 99	1.00
"	" "	" 102	1.00
"	James Bell	" 94	3.00
			287.91

Amount brought over		287.91
To John R. McLain	No. 97	1.00
" " "	" 98	1.06
" John N. Conklin	" 84	2.50
" Richard Stubble	" 135	4.00
" " "	" 138	2.50
" " "	" 143	1.50
" Thomas Collins	" 131	2.00
" " "	" 134	2.00
" " "	" 139	2.00
" " "	" 142	2.00
" Cyprean Lee	" 56	6.00
" Isa Wood	132. 133. 140 & 141	6.00
" Wm Gregg	100. 101. 108. 109. 107. 110	7.50
" David Witter	No. 60	2.00
" Levi Phelps	" 2	2.00
		$ 331.91

Amount brought over.		331.91
To Silas G. Strong No.	112	8.00
" " " "	111	7.00
" John R. McLain "	34	35.25
" " " "	64	35.00
" Amount paid by S. G. Strong on No. 22 Sold by Comer		65.00
" Rapson Clark No.	6	4.00
" Leonard Kirkwood "	82	1.50
" John R. McLain "	88	2.00
		$489.66

Lots Donated by P. Corner.

Matthias Collins	No.	70
Daniel Miller	"	72
McLain & Woods	"	38

Lots Donated by S. McLain

Leonard Kirkwood	No.	76
Hezekiah Bates	"	44
Cyprean Lee	"	68
Joseph Tiger	"	54
School District	"	130
Burying Ground	"	104
"	"	105

Stephen McLain Director of Marysville Co.

By amount paid C. Lee Treasurer U. C.	154.47
" " " S. G. Strong advance pay on work done for County	23.57
By amount paid H. & P. Burnham	3.18 3/4
" " " P. H. Olmsted	1.50
" " " Matthias Collins	1.50
" " " Larson Curtis	.85
" " " S. G. Strong pr a/c	53.75
" " " Attorney in Suits	20.00
" " Directors Services	125.00
" " Involved in an unsettled Law suit of at least 240.00 perhaps more	240.00
	$623.77

All of which is respectfully submitted

Stephen McLain

Director.

Civil/Domestic Case File

Case No. 1843-CV-0003

No. 43-cv-3

Union Common Pleas Court.

Miles Greenwood
Plaintiff,

AGAINST

Ruben Mann,
Defendant.

July 1843
Judg vs Defendt
$132 19

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Record No. 4 Page 185

Ex. Doc. Page

Union Common Pleas

Miles Greenwood
vs
Reuben P. Mann

Precipe for Summons

Filed Jan 20th 1843
John Cassil Clk

Cost bill made

Miles Greenwood
vs
Reuben P. Mann

Union Common Pleas

In Assumpsit.

Damages $200.00

The Clerk of said Court will please issue a Summons, returnable at next Term, endorsed "Suit bot. on note of hand given by deft. to pltff. for $123.84, dated May 17, 1842, due one day after — whole amt. of principal & interest due & unpaid."

John W. Young,
Atty. for Pltff.

January 7, 1843.

Urbana, January 7, 1843.

Sir:

Will you have the goodness to issue the above writ. If any security for costs were required I will furnish it at the Term — the defendant will not demand security, I think. The claim is of such nature that Mann will let judgement go by default.

Respectfully,
John W. Young.

Union Common Pleas.

Miles Greenwood
vs.
Reuben P. Mann.

Summons.

Served by Certified Copy
January 30. AD 1843
W W Steele Shff

Serv 35
Mile — 25
Copy 15
.75

Filed Jan. 31. 1843.
John Cafiel Clk

Suit brot. on note of hand given by deft. to plff. for $123,84, dated May 17, 1842, due one day after date, & principal & interest due and unpaid.

John H. Doane,
Atty. for Plff.

January 7, 1843.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Reuben P. Mann, _____

_____ 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

Miles Greenwood. _____

in a plea of Assumpsit: — Damages Two Hundred _____ Dollars.

And have you then there this writ,

WITNESS, ~~JAMES H. GILL,~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this 20th day of January, A.D. 1843.

John Cassil, **CLERK.**

Union Common Pleas

Miles Greenwood
v
Reuben P. Mann

Ass. in Assumpsit

Filed April 15th 1870
John Cassil Clerk

Recorded

John U. Young

Union County Court of Common
Pleas of the Term of April, A.D. 1843.

The State of Ohio
Union County } ss.

Miles Greenwood Complains of Reuben P. Mann in a plea of Assumpsit, for that whereas the said Reuben P. Mann on the Seventeenth day of May, in the year eighteen hundred and forty two at Milford, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said Miles Greenwood and thereby promised to pay to the said Miles Greenwood, or order one hundred and twenty three dollars and eighty four cents one day after the date thereof, which period has now elapsed, and the said Reuben P. Mann then and there, in Consideration of the premises, promised to pay the amount of the said note to the said Miles Greenwood according to the tenor and effect thereof. Yet the said Reuben P. Mann hath disregarded his promises, and hath not paid the said sum of money, or any part thereof; to the damage of the said Miles Greenwood two hundred dollars and therefore he brings suit &c.

John Ve. Young,
Atty. for Plff.

Civil/Domestic Case File

Case No. 1843-CV-0004

No. 43-CV-4

Union Common Pleas Court.

Joshua Witter
Plaintiff,

AGAINST

Samuel Rice
Defendant.

JUL 1843

Settled

No Record.

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Record No. Page

Ex. Doc. Page

Union Common Pleas

Joshua Witter
vs
Samuel Dee

Precipe in Replevin

Filed June 30th 1843
John Capel Clk

Cost bill made

1843

Joshua Witter } In Replevin Damages Two
vs } hundred dollars.
Samuel Dee

Issue a writ of Replevin for the following goods and chattels, to wit one pleasure Carriage, Three steers (three years old each,) & one other red steer two years old.

To the Clerk of Union Com Pleas W B Cole Atty for Pltff
January 30th 1843.

The above named Joshua Witter makes oath & says that he has good right to the possession of the goods & chattels described in the above praecipe & that the same are wrongfully detained by the said Samuel Dee & that the said goods and chattels were not taken in Execution on any judgement against the said Joshua Witter nor for the payment of tax, fine, or amercement assessed against him, nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said Joshua Witter,

Joshua Witter

Sworn to & subscribed
before me
January 30th 1843.

John Caspie Clerk

Joshua Wells

vs

Saml Slee

Bond & Assignment

Filed Feb 6th 1833
John Cassin
Clerk

Know all men by these presents that we Joshua Witter David Witter & Martin Ballou are held and firmly bound unto Samuel Slee 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 30th day of January A D 1843. The condition of the above Obligation is such, that whereas the said J. Witter on the 30th day of Jany 1843 sued out of the Clerks office of the Court of Comn Pleas of said County of Union a writ of Replevin against S. D. Slee for the following goods & Chattles Court 1 Pleasure Carriage 3. three year old Steers & 1 Red two year old Steer, which writ is Returnable at next term of said Court, Now if said Witter shall 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 Virtue in Law

Joshua Witter (Seal)
David Witter (Seal)
Martin Ballou (Seal)

Filed Feb 6th 1843
John Cassin
Clerk

The undersigned being called upon by W W Steele sheriff of Union County Ohio to appraise certain property taken on Replevin, by Joshua Willey of Saml Slee after being duly sworn by said sheriff, upon actual view we do appraise 1 Pleasure Carriage at $22.50 3. three year old steers at $15.00 a piece 1 Red 2 year old steer at $3.00. making in all the sum of ~~Eighteen~~ Dollars Thirty + 50/100 dollars. Given under our hands and seals this 30th day of January A.D. 1843.

James Riddle Seal
Wilson Reed Seal

State of Ohio Union County }
Personally appeared the above named appraisers and made oath agreeably to the Statute in such cases made and provided give under my hand this 30th day of January A.D. 1843

W W Steele sheriff U.C.O.

Joshua Miller
18 } Settlement
Samuel Dee

Filed July 5th 1811
John Cazier
Clk

~~Judgt~~

Joshua Hitter vs Samuel Doe } Union Com. Pleas Replevin

This Case is settled. Benj Harrington. (the beneficial Deft in this Case) is to pay two dollars of the costs, & said Hitter to pay the balance, & the paupers are to be with drawn.

July 5. 1848.

Joshua Hitter

Benjamin Harrington

Union Common Pleas

Joshua Witter
vs } Replevin Writ
Samuel Dee

Served by Copy on Saml Dee, & reading to him also, by delivering Property, after having the same appraised and taking Bonds in the Sum of 100$ Dated Jan 30. 1843.

W. W. Steele Sheriff

Serv	35
Inquest	1.00
Mile,	.45
Copy	.15
appraisement	.10
Bond	50
	2.55
Appraisers	1.00
	$3.55

Filed Feb 6th 1843
John Cassil 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 Joshua Witter,
the goods and chattels following to wit. One
pleasure carriage, three steers (three years
old each) & one other Red steer two year old,
which Samuel Dee wrongfully detains from
the said Joshua Witter, as is said. And also
that you summon the said Samuel Dee
to appear on the first day of the next term
of our Court of Common Pleas, to be held
within and for the County of Union, to answer
unto the said Joshua Witter, for the unlawful
detention of said goods and chattles, damage
two hundred dollars, and have you then there
this writ

Witness John Capsil Clerk of
our said Court at the Court House
in Marysville this 30th day of Jan.
A. D. 1843

John Capsil Clerk

Civil/Domestic Case File

Case No. 1843-CV-0005

No. 43-CJ-5

Union Common Pleas Court

John A. Skinner
Plaintiff,

against

Elisha D. Reynolds
Defendant.

OCT TERM. 1843

Discontinued

Journal 3 Page 169

Record No. 7 Page 248

Ex. Doc. 1 Page 339

John A. Skinner
vs
Elisha L. Reynolds

Praecipe in Case

Filed Feb. 25, 1843.
John Cassil
Clk.

John A Skinner
vs
Elisha L Reynolds } In Case - Damages $2000.

Issue a summons returnable at the next term of the court of Common Pleas. Indorse suit brot. to recover damages sustained by plaintiff. by reason of defendant speaking in the hearing of divers and sundry persons. of and concerning plaintiff certain false, wicked, malicious and defamatory words - also for speaking in the hearing of sundry persons of and concerning plaintiff. certain false and slanderous words.

To the Clerk of Union Common Pleas

Allison & Hall plaintiffs
Attorneys

February 25th 1843

Union Common Pleas.

John A. Skinner
vs.
Eliska L. Reynolds.

Summons.

Damages $2000.00

Served by Certified
Copy Febr. 28. 1843
W H Steele Shff

Recorded

Serv	35
Wale	50
Copy	15
	1.00

Filed March 1, 1843.
John Cassil,
Clerk.

Cost bill made

Recorded Vol 4 pp 248

Suit Febr. 6 1843 to recover damages sustained by plaintiff by reason of defendant speaking in the hearing & divers and sundry persons, of and concerning plaintiff, certain false, wicked, malicious and defamatory words. Also, for speaking in the hearing of sundry persons and concerning plaintiff certain other and slanderous words.

Allison & Hall
Plaintiffs Attorneys

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Elisha L. Reynolds

at 10 o'clock, A. M. 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 A. Skinner

in a plea of the case. 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 25th day of February, A.D. 1843.

John Cassil, CLERK.

10

Sheriff of Madison County

London

Ohio

Franklin 6
County 3

John A Skinner
vs
Elisha Reynolds
Sophia Reynolds
Mary Dunn

Filed April 16 1844
John Baptist Clerk

Received this writ January 25th 1844

The money made in full and paid over to ~~said~~ Sheriff Fees retained
the within Dais County ~~on the~~
April 15th 1844

J E Hughes for
William Warner
Sheriff
Madison Co—

305
100
41
810.46

10.05

The State of Ohio, Union County, ss

Madison

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 October A. D., 1843 — Judgement was rendered against John A. Skinner for costs, in three seperate Suits, as follows, "John A Skinner vs ~~recovered against~~ Elisha Reynolds", "John A Skinner vs Sophia Reynolds" & John A. Skinner vs Mary Irwin for $3.35 in each case, making in all ten dollars and five cents ~~dollars~~ ~~to wit the sum of~~

~~and~~ ~~costs, for~~ ~~damages, to 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 chattles, and for want thereof, of the lands and tenements of the said John A. Skinner

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 $1.41 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 ~~them~~ the Parties entitled thereto

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this 15th day of January A. D., 1844

Attest: John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0006

No. 43-CV-6

Union Common Pleas Court

John A. Skinner
Plaintiff,

against

Sophia Reynolds
Defendant.

OCT TERM. 1843

Discontinued

Journal 3 Page 169

Record No. 4 Page 248

Ex. Doc. 1 Page 339

John A Skinner
vs
Sophia Reynolds

Praecipe in case

Filed February 25, 1843.
John Cassil
Clerk.

John A Skinner
vs
Sophia Reynolds

In Case. Damages $3000.

Issue a summons, returnable at the next term of the Court of Common Pleas. Indorse suit brot. to recover damages sustained by plaintiff by reason of defendant speaking in the hearing of divers persons, of and concerning plaintiff certain false, wicked, malicious and defamatory words - also for speaking in the hearing of divers persons of and concerning plaintiff false and slanderous words.

To the Clerk of Union Common Pleas

Allison & Hall, plaintiffs
Attorneys

February 25th 1843

Union Common Pleas.

John A. Skinner
vs.
Sophia Reynolds.

Summons.

Damages, $3000.00

Served by Certified Copy
Febr. 28. 1843.
W W Steele Sheriff

Fees 3.75
Mile .50
Copy 1.75
1.00

Filed March 1, 1843.
John Cassil,
Clerk.

Costs made
Recorded vol 4. pp 248

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

Allison & Hall,
Plaintiff's Attorneys.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Sophia Reynolds

at 10 o'clock, A. M. 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 A. Skinner,

in a plea of the case. Damages Three 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 25th day of February, A.D. 1843.

John Cassil, CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0007

No. 43-CV-7

Union Common Pleas Court

John A. Skinner
Plaintiff,

against

Mary Irwin
Defendant.

OCT TERM. 1843

Discontinued

Journal 3 Page 169

Record No. 4 Page 249

Ex. Doc. 1 Page 339

John A Skinner
vs
Mary Irwin

Praecipi - In Case

Filed March 2, 1843.
John Cassil,
Clerk.

J. Kent Skinner
vs
Mary Irwin

In Case — Damages $3000.

Issue a summons returnable at the next term of the Court of Common Pleas. Indorse suit brot. to recover damages sustained by plaintiff by reason of defendant speaking in the hearing of sundry persons, of and concerning plaintiff certain false, malicious wicked and defamatory words. Also for speaking in the hearing of sundry persons of and concerning plaintiff, certain false and slanderous words.

To the Clerk of Union County Common Pleas

Allison & Hall plaintiffs Attys

March 2nd 1843

Union Common Pleas.

John A. Skinner

vs

Mary Irwin.

Summons.

Damages. — $3000.00

Served by Certified Copy. March 7. 1843.

W M Steele Shff

Fee — 35
Mile — 50
Copy — 15
1.00

Fee March 7th 1843
paid in Copy
Cost bill made
Recorded Vol 4
pp 249

"Suit brot. to recover damages sustained by plaintiff by reason of defendant speaking in the hearing & study heads, & also concerning plaintiff, certain words, malicious, wicked and defamatory words; also for speaking in the hearing & study heads, & also concerning plaintiff certain false and slanderous words.

Plaintiff states claims $3000

Stanton & Allen Attys.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Mary Irwin*

at 10 o'clock, A. M. 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 A. Skinner,

in a plea of *the Case:* Damages *Three 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 *2d* day of *March,* A.D. 184*3*.

John Cassil, CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0008

No. 43-CW-8

Union Common Pleas Court.

Isaac Dodd
Plaintiff,

AGAINST

William Henson
Defendant.

OCT TRM. 1845

Judgment VS Plaintiff

Journal 3 Page 356

Record No. No Record Page

Ex. Doc. Page

Isaac Dodd
vs
Wm Henson

Filed March 4th 1843
John Capie
Clerk

Isaac Dodd

vs

William Henson

Assumpsit Damages $500.00

Issue Summons returnable next Term. endorse

Suit not to recover the price and value of goods. Clothing boarding. Nursing Care & attention ~~of~~ furnished for Defts daughter at his request. also for board. nursing Clothing &c. goods sold work & labour Care & dilligence. &c &c

Allison A. Hall Atty
per P.H.

To John Carrol Clk
H. C. C. P.

Suit but to recover the price and value of goods, clothing, boarding, nursing, care & attention furnished for Pltff daughter, at his request, also for board, nursing, clothing, goods sold, work & labour, care & diligence, &c &c.

Allison & Hall attys
for Pltff

Filed by Cockrid
Copy March 14. 43
W. W. Clerk

Serv — 37
Mile — 60
Copy — 15
$1.10

Filed March 17th
1843. John Capell Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William Henson

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 Isaac Dodd

in a plea of assumpsit Damages five hundred Dollars

And have you then there this writ.

John Capsil

WITNESS, ~~JAMES H. GILL,~~ Clerk of said Court, at the Court-House aforesaid, this 7th day of March A.D. 1843

John Capsil CLERK.

In Union County Common Pleas

Isaac Todd
vs
William Henson

Narr in Assumpsit

Filed May 31, 1843.
John Capel, Clerk

Cost bill entered
No. record in this case

By Allison & Hall
His attys

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

Isaac Dodd complains of William Henson in a plea of Assumpsit, for that whereas the said William Henson heretofore to wit on the sixth day of July A D 1842 at the County of Union aforesaid was indebted to the plaintiff in the sum of five hundred dollars for meat, drink, washing, and lodging, goods and chattels, and other necessaries, by the said plaintiff before that time found and provided, at the special instance and request of the said defendant, for one Elizabeth Henson (daughter of the said defendant,) and being so indebted, he the said defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the County of Union aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said sum of money when he the said defendant should be thereunto afterwards requested.

And whereas also afterwards, to wit, on the day and year last aforesaid, at the County of Union aforesaid, in consideration that the said plaintiff, at the special instance and request of the said defendant, had before that time, to wit, from the month of February 1835 until the 6th day of July 1842 aforesaid furnished and supplied one Elizabeth Henson (daughter of the said defendant) in meat, drink, washing, and lodging, goods and chattels, and other necessaries, he the said defendant undertook, and then and there faithfully promised the said plaintiff to pay him so much money as he therefore reasonably deserved to have of the said defendant, when he the said defendant should be thereunto afterwards requested. And the said plaintiff avers, that he therefore reasonably deserved to have of the said defendant the further sum of five hundred dollars, to wit at the County of Union aforesaid whereof the said defendant afterwards, to wit on the day and year last aforesaid, there had notice

And whereas also the said William Henson on the 6th day of July A.D. 1842. at the County of Union aforesaid was indebted to the said Isaac Dodd in 500 dollars for the price and value of goods, clothing, boarding washing, nursing and care and attention then and there furnished for defendants daughter at his request,

And in 500 dollars for money ~~paid~~ then and there paid by the plaintiff to the defendant at his request,

And in 500 dollars for the reasonable price of board, nursing, clothing, goods sold, work and labour, care and diligence &c provided by the plaintiff for the defendant at his request.

And whereas the defendant afterwards to wit on the 10th day of July A.D. 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: to the damage of the plaintiff Five hundred dollars ($500), and thereupon he brings suit &c

By Allison & Hall his Attys

Union Com Pleas

Wm Henson
vs
Isaac Dodd
Plea

Filed Nov: 20th 1843
John Cafe Clerk

Wm Hendon
ats
Isaac Gordon } Mar Com Plea

And the said Wm Comes and defends &c and says that he did not assume and promise in manner and form as the said plaintiff hath complained against him and of this he puts himself upon the country &c Pay Wm P Lawrence ats

And the plaintiff will also take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of this suit was indebted to the defendant and still is so indebted in the sum of five hundred dollars for the price and value of work before that time done by the defendant and his servants oxen carts and waggons for the plaintiff and at his request for which he will then and demand a judgment against the said plaintiff according to the Statute in such case made and provided

Wm P Lawrence
ats for Deft

Civil/Domestic Case File

Case No. 1843-CV-0009

JUL 1843

No. 43-CJ-9

Union Common Pleas Court.

Elijah Bethard
Plaintiff,

AGAINST

Joseph W. Cleaver
Defendant.

JUL 1843

Settled,

No Record.

Journal 3 Page 135

Record No. Page

Ex. Doc. Page

In Union Common Pleas

Elijah Beatty and
vs
Joseph McFung

Praecipe in Case

Filed March 13, 1843.
John Cassil,
Clerk.

Elijah Beathard
vs
Joseph McLung } In Case. Damages $2000.

Issue a summons returnable at the next term of the Court of Common Pleas, in a suit brot. to recover damages sustained by plaintiff by reason of defendant speaking in the hearing of sundry persons of and concerning plaintiff certain false, wicked, malicious and defamatory words, also for speaking in the hearing of sundry other persons of and concerning plaintiff false and slanderous words.

To the Clerk of Union Common Pleas.

By C W Allison Plaintiffs Attorney

~~Feb~~ March 13th 1843

Union Common Pleas.

Elijah Beathard
vs.
Joseph McLung.

Damages $2000.00.

Summons.

Served by Certified
Copy March 27. 1843
W. W. Steele Shff

Ser	35
Mile	5
Copy	15
	$.55

Filed March 27 1843.
John Capel Clerk

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

W. & G. N. B. Allison
Plff's Attorneys.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Joseph M'Lung ——————

. . . . . to appear

on the first day of our next term, at 10 o'clock, A.M. 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

Elijah Bathard

in a plea of the Case: 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 13th day of March, A.D. 1843.

John Cassil CLERK.

Filed June 19th 1843
John Caple
Clk

Jerome Township union County. Ohio

Messrs Ellison & Hool this is to inform you that I wish to withdraw ~~the~~ my suit depending ~~in~~ in Court against Joseph M.c Cling. We have compromised and settled upon the following Considerations viz Said M.c Cling doth agree to pay $10— fee including the Docket fee or less if Mr Ellison see proper to take it and also all the ~~Cost~~ Charges. Mr Hool has stated that the fee ~~would~~ would not exceed $10—

June the 17—1843.

Attes

John M.c Cune

Elijah. Beathard

Joseph M.c Cling

In Union Common Pleas

Elijah Beathard

vs

Joseph McLung

Case

Trespass on the Case

Filed May 19, 1843.

John Cassil,

Clerk.

Cost bill made

C. W. B. Allison & Hall

Plaintiff Attys

1843

State of Ohio } Court of Common Pleas
Union County SS } April Term A.D. 1843

Elijah Beathard complains of Joseph McLung in a plea of Trespass on the Case for that whereas the said Elijah Beathard is and always has been a good and faithful citizen of the State of Ohio, and has sustained a fair character among his neighbours for integrity, and has never been guilty or suspected of the atrocious crime of false swearing and perjury; And whereas also, before the committing of the several grievances by the said defendant as hereinafter mentioned, in the first and second counts, a certain action had been depending in the Court of Common Pleas in and for the County of Union, and State of Ohio, at the November Term thereof A.D. 1842, wherein one William Beathard was the plaintiff and the said Joseph McLung was defendant, and which said action had been then and there tried in said Court, and on such trial the said plaintiff had been, and was examined upon oath, and had given his evidence as a witness for and on the part and behalf of the said William Beathard, to wit at the County of Union aforesaid. Yet the said Joseph McLung well knowing the premises, but greatly envying the happy state and condition of the said plaintiff, and contriving and intending maliciously and wickedly to injure and destroy his character, to bring him into disgrace among his neighbours, and to expose him to the penalties of the law for perjury, did on or about the twelfth day of November in the year of Our Lord one thousand eight hundred and forty two at the County of Union aforesaid, utter and publish in the hearing of sundry persons the following false, malicious, and scandalous words, of and concerning the plaintiff, and of and concerning the said action which had been so depending as aforesaid, and of and concerning the evidence by him (the said plaintiff) given on the said trial, as such witness as aforesaid, to wit; Elijah Beathard (meaning the plaintiff) did swear a lie and I (meaning the defendant) could have proved it in Court at the time if I (meaning defendant) had just thought of it, and I (meaning defendant) intend to do it yet;- Elijah Beathard (meaning plaintiff) swore false;- He (meaning plaintiff) swore a lie;- He (meaning plaintiff) swore false and I (meaning defendant) can prove it, and thereby

then and there meaning, that the said plaintiff, in giving his evidence as such witness, on the said trial as aforesaid, had committed wilful and corrupt perjury.-

And afterwards, to wit, on the day and year aforesaid at the County of Union aforesaid, in a certain other discourse which the said defendant then and there had in the presence and hearing of sundry other persons, the said defendant further contriving and intending as aforesaid, then and there, in the presence and hearing of the said last mentioned persons, falsely and maliciously spoke and published of and concerning the said plaintiff, the false, scandalous, malicious and defamatory words following, that is to say:- He (meaning plaintiff) is a perjured rascal:- He (meaning plaintiff) is guilty of perjury:- Elijah Beathard (meaning plaintiff) committed perjury, and I (meaning defendant) can prove it; By means of the committing of which said several grievances by the said defendant as aforesaid, the said Elijah Beathard is greatly injured in his good name and reputation, and has been rendered liable to a prosecution for perjury: To his damage two thousand dollars, and thereupon he sues &c.

By Allison & Hall his
By G. R. Allison his Atty

Civil/Domestic Case File

Case No. 1843-CV-0010

Civil/Domestic Case

1843-CV-0010

located with

Supreme Court Case

1843-SC-0005

Civil/Domestic Case File
Case No. 1843-CV-0011

No. 43-CV-11

Union Common Pleas Court.

Jonas Bowman
Plaintiff,

AGAINST

J & A Thomas
Defendant.

~~Aug~~ July 1843, Judgt vs Defendts for $125.43

Journal 3 Page 140

Record No. 4 Page 187

Ex. Doc. 1 Page 294

Jonas Bowman
vs
J. & A. Thomas

Praecipe

Filed April 5th 1843
John Capiel
Clk

Jonas Bowman
vs.
John Thomas and
Abel Thomas,
late partners under
the name and firm of
J. and A. Thomas.

Union Common Pleas:
In Assumpsit:
Damages $200,00.

Issue a Summons, returnable at next Term, Endorse "Suit brot on note of hand given by Defendants, on the 30th day of april 1840, for One hundred and fifteen dollars and fifty nine cents, ~~and by said~~ to Hyneman & Gelman, and by them endorsed over to the plaintiff. Also for goods sold & delivered, Money had & received, & on an account stated, &c."

Otis & Curry
Attys for Plff.

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

debt but on note of hand given by Defendants, on the 30th day of April 1840, for five hundred and fifty dollars and fifty nine cents, to Nyneman & Bowman, and by them endorsed over to the plaintiff. Also for goods sold & delivered, money had & received & on an account stated, &c.

Otway Curry
Atty for Plff.

Jonas Bowman
vs
John & Abel Thomas

Recorded

Abel Thomas not found but served by Certified copy April 15th 1843. on John Thomas — W W Steele Sheriff

Serv —	55
Mile —	7
Copy	15
	1.45

Filed April 15th 1843
John Cassil Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Thomas, and Abel Thomas, late Partners under the name and firm of J. and A. Thomas

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 Jonas Bawman

in a plea of Assumpsit Damages Two Hundred Dollars

And have you then there this writ.

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

John Capsie CLERK.

Union Common Pleas:

Jonas Bowman
vs.
J. & A. Thomas } Ne ar.

Filed May 27th 1840
John Cassil
Clk

Cert. bill made

Recorded

Union County, S.S. } Court of Common pleas:
April Term, A. D. 1843.

Jonas Bowman Complains of John Thomas, impleaded with Abel Thomas, (but as to whom the Sheriff has returned not found,) in a plea of Assumpsit, for that whereas the said John Thomas and Abel Thomas, on the 20th day of April 1840, at Logan County Ohio, were partners in trade under the name and firm of J. & A. Thomas, and so being partners the said John Thomas made his Certain Joint promissory Note with the said Abel Thomas, in writing, and thereby under the name of the said firm of J. & A. Thomas promised to pay to Hyneman and Getman or order One hundred and fifteen dollars and fifty nine Cents in Nine Months after the date thereof, which period has now elapsed, and then and there delivered the said Note to the said Hyneman & Getman; and the said Hyneman & Getman then and there endorsed the said Note to the said Jonas Bowman, whereof the said John Thomas then and there had Notice, and then and there, in Consideration of the premises, under the name of the said firm of J. & A. Thomas, promised to pay the amount of the said Note to the said Jonas Bowman, according to the tenor and effect thereof. Yet the said John Thomas has disregarded his said promise and has not paid the said sum of money nor any part thereof, (neither has said Abel Thomas paid the said sum of money, nor any part thereof,) to the damage of the said plaintiff Two Hundred Dollars; And thereupon he sues, &c. By Olivar Curry
His Atty.

Union Common Pleas

Jonas Bowman
vs
John Thomas

Damage —	125.43
Cost	9.39
Writ	.41

Recd this writ July 22. 1843.
No goods chattles lands or tenements found whereon to levy - Sept 20th 1843.
W. W. Steele Shff

Fees —	33
Mile =	75
	1.10

Filed Sept 21st 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 5th day of July A. D., 1843 Jonas Bowman

recovered against John Thomas

as well the sum of one Hundred & twenty five dollars and forty three cents, for his damages, as the sum of $ 9,39 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 John Thomas

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 $ the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Jonas Bowman

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

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

Attest:

John Cassil CLERK.

Union Com Pleas No 69

Jonas Bowman

vs

J. & A Thomas

Damages $125.43
Costs - - - 9.39
Increase - - 1.51
Writ - - - 41

No property found where on to levy. March 19. 1844
W. W. Steele Sheff

Serv 35
Mile 5
40

Filed March 19. 1844
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

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

recovered against John Thomas & Abel Thomas

as well the sum of one hundred and twenty five dollars and forty three cents, for his damages, as the sum of $ 9.39 — for his — costs and charges in that behalf expended, as of record is manifest. You are therefore commanded as we have heretofore commanded you that of the goods and chattles, and for want thereof, of the lands and tenements of the said John Thomas & Abel Thomas

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 $ 1.51 – the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Jonas Bowman

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.

Attest: John Cassil

CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0012

Civil/Domestic Case

1843-CV-0012

located with

Supreme Court Case

1843-SC-0006

Civil/Domestic Case File

Case No. 1843-CV-0013

No. 43-CV-13

Union Common Pleas Court.

Ewing James
Plaintiff,

AGAINST

John Goldsbury et al
Defendant.

July 1843.
Ejectment,
Discontinued,

Journal 3 Page 135

Record No. 4 Page 183

Ex. Doc. Page

Union Common Pleas

John Doe ex. Dem.
James Ewing
vs.
Richard Roe:
Tenants
John Goldsberry
Willoughby Goldsberry
Harrison and Goldsberry

} In Ejectment.

Plaintiff bill issued

Served by reading to the above Tenants, the letter & delivering to each, a Certified Copy of Declaration & Notice, or letter, April 8th 1843.

N W. Steele Sheff

Serv — .75
Mile — .50
Copies — 1.50

Filed April 8. 1843
John Capel Clerk

Recorded

Union Common Pleas

John Doe ex. Dem.
James Ewing
vs.
Richard Roe:
Tenants
John Goldsbury
Willoughby Goldsbury
Harrison Goldsbury

} In Eject=ment.

Receipt bill issued

Served by reading to the above Tenants, the letter & delivering to each a Certified Copy of Decla=ration & Notice, or letter, April 8th 1843.

N W. Steele Sheff

Serv — .75
Mile — .50
Copies — 1.50

Filed April 8. 1843
John Capel Clerk

Recorded

Union County Ss. } Court of Common pleas:
November Term A. D. ~~1843~~. 1842.

John Doe Complains of Richard Roe for that James Ewing on the fourth day of July 1837, at the said County of Union, had demised to the said John the following lands and tenements, to wit: Situate in said County of Union in the State of Ohio, on Darby Creek, & bounded and described as follows; viz: Beginning at a buckeye and blue ash, lower corner on Darby Creek to survey No. 3484 in the name of Lucas Sullivant; Thence with the lower line of said survey N. 52 E. 416 poles to a sugar tree and elm lower back corner to said survey; Thence N. 38 W. 82 poles to a white ash in the original back line; Thence S. 52 W. 382 poles to three elms from one root on the bank of the Creek; Thence down the Creek with its meanders to the beginning; Containing 202 acres, part of a tract of 800 acres No. 3484 patented to Lucas Sullivant in the Year 1800: — And also ten messuages, ten Cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens, ~~ten acres of arable land~~, fifty acres of arable land, Twenty acres of Meadow land, Ten acres of pasture land, Fifty acres of Woodland, Twenty acres of land covered with water, and fifty acres of other land: — To Have and to hold the same to the said John from the 4th day of July 1837 for and during the term of ten years thence next ensuing: By virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof, for the term aforesaid: And the said John being so thereof possessed, the said Richard afterwards, to wit, on the 4th day of July 1838, 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 five dollars; And therefore he sues, &c.

By Chas Curry
His Atty.

Messrs John Goldsberry,
Willoughby Goldsberry,
and Harrison Goldsberry,

I am informed that you are in possession of or claim title to the premises in this declaration mentioned, or to some part thereof, and I being sued in this action as 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 Union and State of Ohio, and make yourself defendants in my stead, otherwise judgment will then be entered against me by default, and you will be turned out of possession

Richard Roe.

Civil/Domestic Case File

Case No. 1843-CV-0014

No. 43-CV-14

Union Common Pleas Court

John S. Fulton
Plaintiff,

against

John W. Cherry
Defendant.

APR TERM. 1844

Judg. by Pltf. for Cost

Journal 3 Page 217

Record No. 4 Page 283

Ex. Doc. 1 Page 286

I Certify the within to be a correct Copy of the proceedings had before me
April 13th 1843 James Turner J P

Cost Bill

	Justices cost	$1.62 3/4
	Court cost	15
Witnesses fee	R Picket	25
	R L Broom	25
	Jobe Sullivant	25
	George Cherry	25
	Mains Wapon	25

Order of Hutton
vs
Transcript
Orlando W. Cherry

Filed April 13, 1843
Jno. Carroll, Clk.

Recorded

State of Ohio Union County ss

John S Fulton vs John W Cherry

Suit Brought on Account per bill filed for Saulting Goods &c

Oct 11th 1842 Summons issued to John Burley Const Returnable on the 15th day of Oct 1842 at 10 oclock A M which was Returned in due time by said constable endorsed Served by reading fee 0,15

Oct 11th 1842 John Burley const

Oct 15th 1842 10 oclock parties appeared the Defendant asked a Continuance and on Good Cause Shown by affidavit the cause was continued on till the 26th day of Nov 1842 at 10 oclock A M

Justice cost	
Summons	12½
Satisfac	10
affidavit	25
Continuance	10
swearing wit	24
Judg	25
Bail Bond	25
this transcript	31¼
	$1.62¾

Nov 26th 1842 10 oclock A M the parties appeared Trial had the Plaintiff was Sworn to the validity of his Book account Rodney Picket Mains Wason was Sworn and examined on the part of the Plaintiff R. L. Broom Dobe Sullivant & George Cherry was examined on the part of the Defendant after hearing the evidence it is considered by me that the Plaintiff Recover of the Defendant a Judgment for the Sum of Twelve dollars and costs of Suit

In the Suit of John S Fulton against John W Cherry I Charles P Morse do acknowledge my self Bail for the said John W Cherry for an appeal in the sum of Fifty dollars to be levied upon my goods and chattles lands and tenements if in case the said John W Cherry the appellant fail to pay the Judgment and costs and costs that may accrue in the court of Common Pleas

Charles P Morse

Taken signed and acknowledged Dec 5th 1842 James Lonner JP

In Union County Common Pleas

John S Fulton
vs
John W Cherry

Nott In Assumpsit

Filed May 31, 1843.
John Cassil,
Clerk.

Cost Bill made

Recorded

Allison & Hall
Plaintiffs Attys

John S Fulton
vs
John W Cherry

State of Ohio
Union County ss

Court of Common Pleas
April Term A D 1843

This cause comes into Court by way of appeal from the judement of a justice of the peace. Whereupon John S Fulton complains of John W. Cherry in a plea of assumpsit for that whereas the said defendant on or about the 6th day of June A D 1842, at the County of Union aforesaid, was indebted to the plaintiff on book account, in the sum of thirty three dollars and fifty nine cents and ¾, for the price and value of the work and labour, care, and diligence of the said plaintiff, before that time done, performed, and bestowed by the said plaintiff and with his horses, waggons, carts, and carriages, goods and chattels in and about the business of the said defendant, and for the said defendant, and at his special instance and request,

And whereas also ~~the said defendant~~ afterwards, to wit, on the day and year last aforesaid, at the County of Union aforesaid, in consideration that the said plaintiff, at the like special instance and request of the said defendant, had before that time done, performed, and bestowed other his work and labour, care, and diligence by himself and his servants, and with his horses, waggons, carts, and carriages, goods and chattels, in and about the business of the said defendant, and for the said defendant, he the said defendant undertook, and then and there faithfully promised the said plaintiff to pay him so much money, as he therefore reasonably deserved to have of the said defendant, when he the said defendant should be thereunto afterwards requested, And the said plaintiff avers, that he therefore reasonably deserved to have of the said defendant the further sum of thirty three dollars, fifty ~~nine~~ ¾ cents, to wit at the County of Union aforesaid whereof the said defendant afterwards, to wit, on the day and year last aforesaid there had notice.

And whereas also the said defendant on the 6th day of June A.D. 1842. at the County of Union aforesaid was indebted to the said plaintiff in thirty three dollars and fifty nine 4/10 cents, for the price and value of work and labour then and therefore done, and materials for the same provided by the plaintiffs, for the defendant at his request.

And in thirty three dollars and fifty nine 4/10 cents for money found to be due from the defendant to the plaintiff on an account then and there stated between them.

And whereas the defendant afterwards, to wit, on the 10th day of June A.D. 1842 in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request; yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof (although often requested so to do); to the damage of the plaintiff seventy five dollars, and thereupon he brings suit &c

By Allison & Hall his Attys

Union Com Plea

John W Cherry
vs
Plea
John W Cherry

Filed Nov. 20th 1843
John Cafferi
Clerk

Recorded

John W Chorry
vs
John S Fulton

In the Union Com Pleas

And the said defendant now comes and defends &c and says that he did not assume and promise in manner and form as the said John S Fulton in the several counts of his said declaration complained against him and of this he puts himself upon the country and the said plff doth the like by Wm C Lawrence his atty

And for further plea in this behalf by leave of the court for that purpose first obtained the said deft says that that the said John S Fulton ought not to have his aforesaid action against him because he says that the said promises if any such were made by this defendant were made for the debt, damage, and defaut of one, Wm Ross and not for the debt damage or defaut of this defendant and that the said promises if any such were made were not made in writing nor signed by the parties, as required by the Statute for the prevention of frauds and perjuries then and there in force in this state and this he is ready to verify wherefore he prays judgment if the said John S ought to have or maintain his action aforesaid against him the said John W.

Wm C Lawrence his atty

Union Com Pleas

John S Fulton
vs } Praecipe
John M. Cherry

Filed April 16. 1844
John Caffie
Clerk

John S. Fulton } In Union Com Pleas

vs

John W. Cherry } Clerk will issue
subpoena to Jacob Hazle
for plaintiff
forthwith

April 16th 1844

W B Allison atty
for pltff

J. S. Fulton
vs
J. W. Cherry

Trespass
writ

Issued

Filed April 9, 1844
John Cassil
Clerk

John S. Fulton
vs
John W Cherry

In Union Common Pleas

Issue a subpoena to Rodney Pickett, to testify on behalf of the plaintiff in the above case, returnable next term.

To the Clerk of Comm. Pleas

April 9th 1844

W W Allison Atty
for pltff

J. Fulton
vs } Bill of particulars
J. W. Chaney

Filed April 13, 1843.
John Cassil clerk.

Mr Chaney
Plaintiff

14242

June 6th John Chaney Dr. — — — $

to holing goods about the 7th or 8th of May $ 2,00
to holing goods to influence 15 Days at 2 Dolars per Day 30,00
Ditto to be found; and all expences born till I get home
to 1½ bushels of oats at 14 cents per bus — 0,,24
to 1 new shew in indianapolis — 0,,31¼
to mending bolt — 0,,12½
to mending hamer — 0,,12½
to 1 new shew — 0,,31¼
to Cash paid on the road — 0,,12½
to 2½ bushels of oats — 0,,31¼

$33,,57¼

two sundays not Counted for
by paying the full expences
I agree to throughs of $2 Dolars — $2,,00

Cr. by Mr. picket $14 Dolars

30.00	33,,57¼
21	14,,00
31	15,,57¼
32.52	
18	
12 52	

if complied with 2 Dolars reducted — 2,,00

13,,57¼

Union Com Pleas

John S. Fulton
vs } Sub for Wit
John W Cherry

Served by reading
apl. 16. 1844
W B. Steelsmith

Ser 12
Mile 8
17

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Jacob Wagle

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 John S. Fulton in a certain matter in controversy in our said Court depending: wherein John S. Fulton is plaintiff, and John M. Cherry 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 16th day of April A. D. 1844,

John Cassil Clerk.

Union Court Pleas

John S. Fulton

—

John W. Cherry

Sub: for Witnesses

Served by reading
April 9. 1844.
W. W. Steele Sheriff

Serv — 12½
Mile — 05
.17½

Filed April 9 1844
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Rodney Dickel

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 John S. Fulton in a certain matter in controversy in our said Court depending: wherein John S Fulton is plaintiff, and John McCherry 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 Ninth day of April A. D. 1844,

John Cassil Clerk

~~Clerk~~.

I acknowledge service the
with date. C W Allison per
Allison & Hall pltffs
Attys

John S Fulton
vs
John W Cherry

In the Union County
Court of Com Pleas

The ~~Deft~~ Plaintiff or his counsel will take notice that depositions will be taken to be read on the trial of the above case at the House of Dr Wm Ross in the Town of Goshport Owen County Indiana on the ~~[illegible]~~ 11th day of September next between the Hours of Six O Clock A M & 9 O' Clock P M on said day before some competent authority August 14th 1843

John W Cherry
Deft

John S. Fulton vs John W. Cherry }

Deposition of William Ross Jane Ross & James Morgan Cherry of the County of Owen and State of Indiana taken on the Eleventh day of September 1843 between the hours of six O Clock A. M. & 9 O Clock P. M. of said day at the house of Mr Wm Ross in the Town of Gosport Owen County and State of Indiana pursuant to the enclosed notice to be read in evidence in a cause pending in the court of common pleas Union County State of Ohio between John S. Fulton plaintiff and John W. Cherry defendant as follows the said William Ross being duly sworn doth depose and say that

Sometime in the latter part of March or the first of April eighteen hundred and forty two before I left Marysville Union Co, State of Ohio John S Fulton came to me two or three several times and requested that I would employ him to haul a Load of my goods to whatever place I might select in the West. I told him that I had employed John W. Cherry to go with one load and left the selection of the other man with him viz J. W. Cherry I mentioned however to him if the pay would suit him and he would go as cheap as any other man I had no objections on my part he might see Mr J. W. Cherry he said the pay would suit and he would go as cheap as any other man After the last of these conversations I heard nothing more from Mr Fulton until in June of above named year he in company with Mr J. W. Cherry arrived in Spencer Owen County State of Indiana with two Loads of my goods, I then made enquiry how much per day they intended charging me; after consulting together for some time they agreed that they would charge me one dollar and seventy five cents per day

from the commencement of said journey unto the day of its ending (Sabbaths not included) Mr John S. Hutton then took his pencil and made a calculation how long it would take them to return home and then how much I would be in his debt. and then gave the paper to me and requested that I should count it over and see if he was right in his calculation — I found him correct. And the amount as near as my memory serves me was twenty seven dollars and twelve and half cents I know it did not exceed twenty eight dollars this included the whole of my indebtedness to him He remarked after making the calculation if I would pay him cash he would only charge me $1,50 per day. I told him it was next thing to cash.
Mr Hutton then said he had to pay for repairs made on waggon on the road and for shoeing his horse or horses I told him that was his own business not mine I could not allow him any thing for that this evidence that matter
I gave John M. Cherry a note calling for store goods on Pickett and Skinner the note belonged to me and the goods hauled by John M. Cherry and John S. Hutton to Spencer Owen Co. State of Indiana in June 1842 were mine. This d. note was to pay John S. Hutton in part or altogether for his services to me

Mrs Ross

And the said Jane Ross being duly sworn doth depose and say that she heard John S. Hutton say that he would charge one dollar and seventy five cents per day for hauling goods belonging to William Ross from Marysville Union Co State of Ohio to Spencer Owen Co Indiana says she heard this conversation in Spencer Owen Co Indiana and further says she heard him say he would go as cheap as any

other persons

Jane Ross

And the said James M. Cherry being duly sworn doth depose and say that he heard John S. Fulton say that he would haul Mr Ross goods to Indiana as cheap as any other person and further says he heard John S. Fulton tell Mr Ross in Spencer Owen Co State of Indiana that he would only charge him one dollar and seventy five cents per day

James M. Cherry

State of Indiana
Owen County Ss.

I Thomas H. Bagley a Justice of the peace of Wayne Township Owen County State of Indiana do hereby Certify that the above named William Ross. Jane Ross and James M. Cherry were by me duly sworne to testify the truth the whole truth and nothing but the truth as witnesses in the above named cause and the foregoing deposition by them subscribed was reduced to writing by the witnesses and taken at the time and place in the enclosed notice specified

given under my hand and seal this Eleventh day of September 1843

Thomas H. Bagley J. P. (Seal)

Justice fees
Recording (100) 12½
swearing 3 wits. 18¾
Certificate 25

Ex. Docket No. 2 Page 24

John S. Foster
vs
John W. Cherry

Costs	$13,72
Writ	41
	14,13

Cr Dec 20-1844 — $4,65

Recd 99 cents. Sheriff fee
W. W. Steele

Service —	$0,35
Mileage —	15
	0,50
Printers fees —	1,00
	$1,50

Filed May 28th 1845
John Hafoie, Clerk

Received this writ January 4th 1845

May 8th A.D. 1845 Levied on two acres of wheat growing in the field West of said Dickson's barn and East of the Milford road — advertised the same for sale on the 26th day of May between the Legal hours — May 26th 1845 offered the same described property for sale but found no bidders

Wm Pickinson Sheriff

A.

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 S. Fulton was plaintiff, and John McCherry was defendant, the costs of said John S. Fulton were taxed at thirteen dollars seventy 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 S. Fulton in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 18th day of April A. D. 1844 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 28th day of Dec A. D. 1844

John Cassil CLERK.

John S. Fulton
vs
John W. Cherry

Dec 28th 1844

John S Sutton
vs
John W Chorry

Judgment for costs in Com Pleas of Union County

Clk will issue a writ of Execution on the above case that the costs and interest may be made in full

Wm C Lawrence
a/ty for Deft

Civil/Domestic Case File

Case No. 1843-CV-0015

No. 43-CV-15

Union Common Pleas Court.

Gustavus Swan
Plaintiff,

AGAINST

Otaway Curry
Defendant.

July 1843.
Judgment vs Defendt.

Journal 3 Page 139

Record No. 4 Page 184

Ex. Doc. 1 Page 358

Union Com. Pleas.

G. Swan, for, &c.
v.
Otway Curry.

Filed April 18, 1843.
John Castel,
Clk.

Gustavus Swan for Use of Bank

vs.

Alvy Curry

} Assumpsit

Issue a Summons returnable forthwith *Damages* 200 — *dollars.*

Endorse suit brought on a note to Seley & Strong dated Nov 7. 1839 at 12 months for $100 with interest assigned by Strong to Pltff

also for goods sold and delivered, work and labor, money paid, lent, and advanced, and on account stated.

To the Clerk of the Court of Common Pleas,

of Union **County, Ohio,** April 18 **18**43

G. SWAN, *Attorney for Plaintiff* .

Union Common Pleas.

Gustavus Swan for the
vs.
Otway Curry.

Summons - Attachment.

I acknowledge service
April, 18. 1843.
Otway Curry

Served see acknowledgment. W W Steele Shff

fee 35
Mile 5
40

Filed April 19th 1843
John Cassil Clk

Recorded

"Suit brought on a note to Silas G. Throop, dated Nov. 7, 1839, at 12 months, for $100, with interest, & assigned by Throop to plff. Also for goods sold and delivered, work and labor, money paid, lent and advanced, and on account stated."

G. Swan, Attorney for plaintiff.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Otway Curry

to appear forthwith, ~~to 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 Gustavus Swan, for, &c.

in a plea of Assumpsit: Damages Two Hundred Dollars.

And have you then there this writ.

WITNESS, ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this 18th day of April, A.D. 1843.

John Cassil, CLERK.

J. Swan
vs
O. Curry

Filed April 27th 1843
John Caspil Clk

Cost bill made

Recorded

1

The State of Ohio, } Court of Common Pleas,
Union County, ss. } June Term, A. D. 1843.

Ostway Curry

Defendant in this suit, was summoned to answer unto Gustavus Swan
in a. F. Bank of Columbus plaintiff in this suit, of a plea of
Assumpsit, &c. For that, whereas, the defendant on the 7th day of November
in the year of our Lord one thousand eight hundredand thirty-nine at Marysville at the County aforesaid
made his promissory note in writing, and then and there
delivered the same to one Silas G. Strong by the name of Silas G. Strong
and thereby, then and there, promised to pay unto the said Silas G. Strong by the
name foresaid, or order, One hundred — dollars ~~cents~~ twelve months, in
twelve months after — date thereof; which period is now elapsed, and the said
Silas G. Strong by the name of S. G. Strong then and there endorsed
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 1st day of
June in the year of our Lord one thousand eight hundred and forty three
at the county aforesaid, was indebted unto the plaintiff in the further sum of Twenty
— dollars, for so much money before that time by the plaintiff lent and advanced
to, and paid, laid out and and expended for, the defendant at his request; also in the further sum
of Ten dollars — 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 One 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 he 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 him 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 does neglect and refuse, to the damage of the
plaintiff Ten dollars — dollars, and therefore he bring suit, &c. &c.

G. Dorwally
Atty

Rec^d this writ March the 1st 1845
Returned without further proceedings By written orders
By George W. Parsons ~~dated april 22d 1845~~ Plaintiffs atty
dated april 22d 1845 Daniel Lewis Sheriff G.C
~~Cost~~

Macon Circuit Court

Quitting Slave for &c

vs

Petition Filed

Damages $ 118.11
Costs
Interest
Filed May 7th 1845
John Caphart, Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 5th day of July A. D. 1843 Gustavus Swan for &c

recovered against Otway Curry

as well the sum of one hundred and eighteen dollars and eleven cents, for his damages, as the sum of $ 7.17/100 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 Otway Curry

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 $ 11 4/100 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 Gustavus Swan for &c

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

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

Attest: John Cassil CLERK.

C. Hill

COLUMBUS
DEC
8
Ohio

PAID

John Cassell Esqr
C.R.R.C
Marysville
Union Co
Ohio

Columbus Dec 7. 1844

John Castile Esq
Clerk &c

Dear Sir

You may send me the execution I drew for use of Franklin Bank vs Otway Curry issued to Green Co

Respectfully
Geo. M. Parsons

Civil/Domestic Case File

Case No. 1843-CV-0016

No. 43-CV-16

Union Common Pleas Court.

John McDonald adm

Plaintiff,

AGAINST

David Witter

Defendant.

MAY TERM, 1845

JUDGMENT VS DEFENDANT

$72 99

Recorded & Indexed,

Journal	3	Page	360 291
Record No.	4	Page	402
Ex. Doc.		Page	

Wm Howard Adams
vs
David Miller

Transcript for
Appeal

Filed April 18th 1840
John Caskie Clk
cost bill made

Recorded

John McDonald & Nancy Howard administrators of Wm. Howard deceased
vs
David Witter

Suit brought an account Demand $90,00 Bill of particulars filed by plantiff and summons issued for the appearance of the defendant on 25th 1843 at 11 O'Clock A.M. Service acknowledge by the defendant on the 21st day of January 1843.

January 25th 1843 11 O'Clock A.M.

The parties appeared the plantiff demanded a bill of particulars of the defendant which was filed. Trial had, Wm. B. Irwin Sumner Payne John Reed 3d and David Burnham Anson Howard & Jacob Parthamore Sworn and Examined as Witnesses for the plantiff. And Cornelius Vanness Matthew Gooding Elijah W. Bassett & Joshua Witter Sworn and Examined as Witnesses for the defendant. Judgement Deferred for one Week Feb. 1st 1843 11 O'Clock A.M. It is therefore considered by me the said plantiff recover as administrators of said defendant the sum of Eighty Seven Dollars and ninety two cents And Costs taxed at Seven Dollars and Fourteen Cents

Plantiff Costs	
Justice fees	
Summons	12½
Satisfaction	10
2 Subpoena	25
Swearing 6 Witn.	24
Judgement	25
Constable Costs	40
Samuel Deelen 6 Witnesses	3,00
4 additional Names sup.	16
	$4,48½

Defendants Costs	
Subpoenas	24½
Swearing Witnesses	16
4 Witnesses	2,00
bail bond	25
Transcript	31¼
	$2,96¾

In the action of John McDonald & Nancy Howard administrators of Wm. Howard Deceased against David Witter I Benjamin Leyon acknowledge myself bail for the appellant in the sum of one hundred and Eighty three Dollars to be levied of my goods and chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued and may accrue in the Court of Common Pleas

Taken signed and acknowledged on this 11th day of February in the year 1843 before me Elias Topliff J. P.

Benjamin Leyon

State of Ohio Union County S.S.
I do hereby certify the foregoing to be a true transcript of the proceedings by and before me in the within named case,
Given under my hand and seal this 15th day of April 1873

Elias Topliff J. P. (Seal)

the plaintiffs rested their cause. The defendant then claimed that the plaintiffs were not entitled under this evidence to recover upon the declaration which contains only the common counts and no special count upon the particular case. The court were of the opinion that the plaintiffs were entitled to recover under the said evidence upon the common counts as foresaid so ruled in the case. To which opinion of the court the said defendants takes this bill of exception and prays the court to sign & seal the same.

Done this 28th day of May. 1845.

J. R. Swan (Seal)
James R. Smith (Seal)
Christian Myers (Seal)

Min Cons Pleas
Adm of Howard
vs
Writs
Filed May 29 1845
John Vaiss
Bill of Ex. to Mo
Report

Union County, Com. Pleas May Term 1845.

Administrators of
William Thomas decd. } Appeal.
vs
David Witter.

On the trial of this cause before the Court upon the issue joined between the parties as aforesaid the Plaintiffs for the purpose of supporting the issue on their part proved that the Deft. Witter sold and conveyed in fee simple by deed duly executed a certain tract of land in the sd County containing about 250 acres, to the sd Thomas in his life time, which deed contained the words after the description of the land "more or less;" that at the time ~~of the execution of the deed~~ the parties were before the justice to acknowledge the deed and after the same was acknowledged the sd intestate Thomas said that he doubted that there was the number of acres called for in the deed to be found in the tract. Witter said that he would make him the same offer he had before done that he Thomas might take it as it was, or he might have it surveyed, and he, Witter, would pay $14.50 cents per acre ~~for~~ all the land that the tract fell short of the quantity called for in the deed, and that he Thomas should pay the same for what the land overran. (It appeared that the $14.50 per acre was the price agreed upon and paid for the whole land conveyed in the deed.) To which the sd ~~Witter~~ replied that he would have the land surveyed. It also appeared in evidence on the part of the Plaintiffs that after the death of the sd Thomas, the sd Witter and the sd administrators agreed that the sd land should be surveyed and selected by agreed upon surveyor as chaincarriers and that their survey should determine the quantity of land in the tract and in case the land fell short of the amount called for in the deed Witter should pay the amount found to the Plaintiffs, and in case the land overran the sd Plaintiffs should pay Witter at the same rate. The Plaintiffs further proved that the land was accordingly surveyed, and that the land fell short between four and five acres. Upon this ~~evidence~~

sold and delivered to the deft by the said Wm
Howard in his life time at his Deft's request
and in the sum of one hundred dollars for the money
received by the deft for the use of said intestate
at his request
and in the sum of one hundred dollars for money found
to be due on an account then and there stated be-
tween the said plaintiffs and deft and whereas
the deft afterwards to wit on the 2nd day of January
1843 at the County aforesaid in consideration of the
premises then and there promised to pay the said seve-
ral sums of money to the plaintiffs on request
but the said deft has disregarded his said promises
and has not paid the said several sums of money
nor either of them nor any part thereof nor
to the intestate in his life time to the damage
of the plaintiff as such administrators one
hundred dollars and therefore they bring suit &c

Wm C. Lawrence
their atty

Pa

Union Com Pleas
Trans. of Mr Howard
Vs
David Miller
Plea
Filed
June 28 1843

Recorded

The State of Ohio
Union County ss

Union Com. Pleas
for April Term
1844

John McDonald and Nancy Howard administrators of Wm Howard late of this County bring complain of David Witter in a plea of assumpsit for that whereas the said deft on the 2nd day of ~~[illegible]~~ May 1839 at the County aforesaid was indebted to the plaintiffs intestate in the sum of one hundred dollars ~~then~~ the price and value of goods before that time sold and delivered by the plaintiffs intestate to the defendant and at his request

And in the sum of one hundred dollars for the money lent by the plaintiffs intestate to the deft at his request

and in the sum of one hundred dollars for money then and there paid by the plaintiff for the use of deft at his request

And in the sum of one hundred dollars for money then and there received by the deft for the use of the plaintiff's intestate

~~[illegible]~~ And afterwards to wit on the day and year last afore said at the County aforesaid in consideration of the premises promised to pay the said several sums of money then and there to the said plaintiff's intestate on request

Yet he has disregarded his promises and has not paid the said several sums of money nor any part thereof to the said plaintiff's intestate in his lifetime nor to his said administrators since

And also for that whereas the deft on the 1st day of January 1843 at the County aforesaid was indebted to the plaintiff intestate in the sum of one hundred dollars for the price and value of goods before that time

be proved on the said trial. as will be sufficient to satisfy & discharge said demand, any such set off. And will also then & there demand a judgment against the said pltffs for the balance of said several sums of money due to the said defendant, according to the form of the statute in such case made and provided,

P Wheale atty for deft

Mississippi Com. Pleas

David Miller

vs

Thomas Adams

Recorded

Filed August 31st 1843
John Baptist Clerk

P Wheale

David Hitter
adm
John McDonald
& Nancy Howard
Adm of Wm Howard dec'd

} In Union Common pleas

And the said David Hitter Comes and defends &c. & says that he did not assume and promise in manner & form as the said plaintiffs have declared against him — in the several counts of this said declaration, and of this he puts himself upon the Country, & the said Plaintiffs doth the like.

By P. Bloal Atty for Deft

The pltiffs will also take notice that the defendant on the trial of this cause will give in evidence and insist that the pltiffs, as adms at the commencement of this suit, was & still is indebted to the defendant in the sum of One hundred dollars for the price & value of goods before that time bargained & sold, by the deft to the pltiff at his request, — And also in the sum of one hundred dollars for the price & value of goods before that time sold & delivered by the deft to the pltiffs at his request — And also in the sum of One hundred dollars for money found to be due the defendant on an account then & there stated between them — And that the defendant will set off on said trial so much of the said several sums of money, so due and owing from the said Pltiffs to the said defendant against any demand of the said plaintiffs to

John McDaniel and
Nancy Howard admrs of
Wm Howard
vs
David Witter

in Debt
90 $.
return on Thursday next
January 4. 1843

Wm McLaurin
3 d

Witnesses Wm B. Irwin John Reed (Aunt Polly)
Sumner Pagley, David Burnham

The amount of deficiency in the land is four acres & 15 & poles which at $14.50 per acre makes $71.78 cts over paid on the 2nd day of May 1839 Interest for one year is $4.30 for three years is $12.92 cts and ing May 2nd 1842. Interest since to January 2nd 43 is $2.87

David Wills Dr to Administrators of Wm Howard

amount over paid May 2nd 1839	$71.78
Interest to May 2d 1842 is $4.30 a year making	12.92
from May 2d 42 to January 2nd 43 8 months	2.87
total amount	$87.57

Received

January 2nd 1843

William D Frein surveyor

87 57
3) 43 55
14.9

67
14
91
430
67
670

Union Com Pleas

Admrs of Wm Howard

vs

David Whitter

Precipe for Writ

Filed June 22d 1844

John Cassil Clerk

Issued June 22d 1844

John Cassil

Clerk

Administrators of
Wm Howard
vs
David Witter

Supreme Court Pleas
for July Term
1844

Amasa Paine, Sumner
Payne John Reed 3rd Wm B Irwin Jacob
Parthemore Horace Anders Anson Howard
& David Burnham. are wanted as witnesses
on behalf of pltffs

Wm C. Lawrence
atty for pltffs

Adm'rs of
Wm Howard
vs
David Witter
Precipe

Filed May 24. 1845
John Cassil Clerk

David Witter
vs
~~William Hanna~~
John McDonald & ctr
of William Hanna

Union Common Pleas

Issue a subpoena for Joshua Witter Horace Anders and Levi Phelps to appear on the day of next Term to testify on behalf of Deft

May 24 1845

To John Cassil Clerk

By P B Cole his atty

Filed April 15th 1842
John Capsil
Clerk

Wm Howard's admrs
vs
David Witter

Wm à Com Pleas
Wm B Lewis Anson Howard
John Reed 3rd Truman Payne
David Burnham & Levi Phelps & Jacob
Parthemore

are wanted as witnesses by
the plaintiff

Wm C Lawrence
atty for plff

Howard Adm^r.

vs

David Miller

Sub. for Witness

Pltff

May 19th 1845 — Served the on Omara Pain James Pain David Burnham John Reed 3rd & Jacob Parthamore by reading and on Wm B Irwin & Horace Anders by copy left at there place of residence in the presence of there family

Milege — $0 60
Service — — 0-84½
Copies — — 20
1 64

Wm M Robinson Sheriff

Filed May 27th 1845
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Amasa Paine, Lummer Payne, John Reed 3rd Wm B. Irvin, Jacob Parthemore Horace Anders, Anson Howard, & David Burnham

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 the Administrators of Wm Howard in a certain matter in controversy in our said Court depending; wherein Said Administrators are plaintiff, and David Witter 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 16th day of May A. D. 1845

John Cassil CLERK.

Haward's Admr
vs
D. Witter

W Thomas et al vs D Nutter } Union Com plas

— The deft. wants a Subpoena for Joshua Nutter & Horace Andrews to testify in the above Case —

To John Carrel Clerk

P Bleale Deft's Atty

June 26th /44

Ex. Doc. No. 1 page 149

Howard's admrs
vs
David Witter

Damages	$ 72,99
Costs	45 53½
Writ	41

Service — —	$0 35
Milege — —	45
Inquest — —	1-00
Copy of appraisement	0-45
advertising —	0-25
Poundage —	$2-42
Printers fee — —	3 75
	$8.67

Filed Aug 19. 1845
John Cassell Clk

Entered

Received this writ July 16th 1845

July 17th 1845 Levied on Two Lots of Land described as follows to wit One Lot Containing 36 acres part of Military survey No 5265 on treeleserreek Entered in the name of Robert Means, Bounded as follows, Beginning at a fallen ash and standing oak the original corner to said survey 5265 thence N2° E 20 poles to a stake corner to James B Millers Land thence with his line N84° W 286 poles to a stake and stone in the center of the creek, thence down the creek with the meanders thereof 20 poles to a stake and stone corner to Elisha Reynolds Lot, thence with his line and the original line 286 poles to the Beginning — 2nd Lot described as follows, part of survey No 7789 & 5265 Patented to Joseph Baret, Beginning at N. W of Wm Heaths survey No — thence with Heaths line S84° E 36 poles to the creek, thence up the creek N60 poles. N26° W 20 poles, N16° W 25½ poles to a corner of Land owned by Wm Douglass, thence with his line N54° W 70 poles, thence S69° W 61 poles to the road thence with the road S30° E 17 poles, thence S20° W 88 poles to Wm Douglases Corner in Elisha Reynolds N line, thence with his line S71° E 104 poles to a Hickory in the Heath line and corner to Elisha Reynolds Land, thence with Heaths N6° E 133¾ poles to Two Buraks, original to Heaths survey and Beginning Corner to survey No 5265 to the Begining of the above Lot Containing 97 acres Levied in conjunction with another

Execution Issued from the same Court and at the same time in favour of P. B. Kennady for $365-25 Damages had the above real Estate appraised by the oath of John Reed 3rd Ralph Cherry & E. P. Hatheway as follows to wit first Lot Containing 36 acres at Four Dollars and Thirty Three cts per acre & 2 Lot containing 97 acres at Eleven Dollars per acre Advertised the said real Estate in the Extra Argus a paper published in said County of Union for sale at the door of the Court House in said County on the 18th day of August 1845 between the Legal Hours — August 18th 1845 2 o'clock P.M. offered the above real Estate for sale at the door of the Court House by public out cry and sold the 97 acre Lot to Benjamin Hopkins for Eleven ~~Dollars~~ ~~Hun~~ Dollars & Eighty Seven and a half cts per acre, he being the higher & best bidder offered the 36 acre Lot at the same time and place but not sold for want of bidders — Sold subject to Two Mortgages one in favor of Moses Pullington the other in favor of Elisha Reynolds

Wm M Robinson 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 27th day of May A. D. 1845 John McDonald and Nancy Howard, administrators of William Howard, deceased recovered against David Witter

as well the sum of seventy two — — — — dollars and ninety nine cents, for their damages, as the sum of $ 45,53¼ for their cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said David Witter

you cause to be made the damages and costs aforesaid with interest thereon from the 27th day of May A. D. 1845 until paid. Also the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Plffs

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 16th day of July A. D. 1845

Attest John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0017

No. 43-CU-17

Union Common Pleas Court.

Franklin Bank of Columbus
Plaintiff,

AGAINST

David Chapman et al
Defendant.

April 1843.
Judg vs Defendt.

Journal 3 Page 100

Record No. 4 Page 127

Ex. Doc. 1 Page 360

Filed April 18, 1843.
John Cassil,
Clerk.

COLUMBUS, OHIO, Apl 8 1843

NOTICE is hereby given, that on or after the Apl 18th Inst and during the April Term of the Common Pleas Court for Union county, judgment will be taken against you in favor of the Trustees of the Franklin Bank of Columbus, by virtue of your warrant of Attorney for that purpose, on your Bill of exchange to the Bank for $ 400 at four months, on 23 Days dated July 23 1841

GEO. M. PARSONS,
Attorney for the Bank.

To Nahum King
David Chapman Pleasant Valley N.C.
Joshua Hostes Jefferson N.C

Copies date above sent as directed above (King out of the State) postage paid

Geo. M. Parsons

Sworn to & subscribed
Apl 18th 1843
John Cassil, Clerk.

The Trustees of the
Franklin Bank of
Columbus
vs
David Chapman
Joshua Foster

Narr & cog —
Dam$ $256 56

Wm Lemmon
Atty for Plntffs

Filed April 18, 1843.
John Cassil
Clk.

Cost bill made

(Recorded.)

State of Ohio, } *In the Court of Common Pleas,*

Union COUNTY, Ss. } April *Term, A. D.* 1843

The Trustees of the The President Directors and Company of the Franklin Bank of Columbus complain of David Chapman and Joshua Foster

in a plea of ASSUMPSIT, for that whereas the said Defendants on the 18th day of April eighteen hundred and forty three at Union County indebted to the said Plaintiffs in five hundred dollars cents, for money then and there lent by the Plaintiffs to the Defendants at their request. And the Defendants in consideration of the premises, then and there promised to pay the said sum of money on request, yet they have not paid it or any part thereof, to the damage of the Plaintiffs five hundred Dollars: and therefore they bring suit.

By Geo. Pearson, their Attorney.

STATE OF OHIO, } *In the Court of Common Pleas,*

Union COUNTY, Ss. } April *Term, A. D.* 1843

And now William Dennison Jr. an Attorney of this Court appears in open Court, and by virtue of a Power of Attorney for that purpose, appears to the above declaration in favor of the said The Trustees of the The President Directors and Company of the Franklin Bank of Columbus and against the said David Chapman and Joshua Foster —waives the issuing and service of process—confesses that the said Defendants were indebted to the said Plaintiffs and that the said Defendants did promise in manner and form as the said Plaintiffs have declared against them and that the said Plaintiffs by reason of the non-performance of the said promise have sustained damage in Two hundred and fifty six dollars fifty six cents; for which sum and costs of suit he hereby confesses judgment in favor of the said Plaintiffs and waives and releases all errors and the right of appeal in behalf of said Defendants —

W. Dennison Jr. — *Attorney for Defendant*

Union Common Pleas

Franklin Bank

vs

David Chapman & Joshua Foster

Judgment & costs.	256.56
Increase since writ	7.72
	4.37
Service - -	$0-35
Advertising - -	25
Mileage - -	50
Jurors fee	200
	$3,10

Filed Oct. 30. 1845.

John Cassil Clk

Received this Sept 22nd 1845 — Sept 20th 1845 Advertised the within described property for sale in the Eagle a paper published in union County & offer sale at the residence of David Chapman in said County on the 11th day of oct AD 1845 - between the legal hours Oct 11th 1845 - I the within property not sold for want of bidders —

Wm M Robinson Sheriff

Advertised the property as directed in this writ (except the Wheat & Rye, which was entirely destroyed by the Frost, after the levy & before, action was taken upon this writ) and offered the same agreeable to law & the advertisement on the 11th day of October AD. 1845. Not sold for want of bidders —

Wm M. Robinson Sheriff

Advertising

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Goods & Chattles of David Chapman, & Joshua Foster, viz: 5 Cows 4 yearling Calves 4 head of Horses 40 Acres of Wheat and Rye Growing

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The Trustees of the Franklin Bank of Columbus the sum of Two hundred Fifty Five ~~&~~ dollars and Fifty Five — cents, for their damages, together with $7.72 for their costs, with interest thereon from the 18 day of April A. D. 1813 until paid, which late in our said Court the said Trustees of the Franklin Bank of Columbus recovered against the said David Chapman & Joshua Foster as of record is manifest. Also, $4.37 — increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Trustees of the Franklin Bank of Columbus

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 22nd day of September A. D. 1815.

John Cassil CLERK.

Execution Docket No. 2 p. 116

Trustees of the Franklin Bank of Columbus
vs
David Chapman & Joshua Foster

Damages —	$256.56
Cost	7.72
mesne	2.02
Writ	.41
Fees	
Service —	$0.35
Mileage —	.50
Advertising —	.25
Bond for delivery of property —	.50
	$1.60
Printers fees —	1.75

Filed May 28, 1845
John Cassil Clk

A.

Received this writ January 4th 1845 Advertised the within described property for sale on the 22nd day of May 1845 between the legal hours at the farm of the defendants May 22nd 1845 property not sold for want of bidders — The three horse of Oxen, sold by Deft. & the avails applied to the claim Bank of Col. judgment, with which this Ex. is in conflict, 2 horses dead, & one cow dead — 8 stacks of hay not forthcoming. The property in my opinion is insufficient to pay the judgment, lines May 22 1846. Upon about forty acres of Wheat & Rye growing, not sold for want of time, May 28. 1846.

Thos M. Robinson Sheriff Ld. O.

Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods & Chattel of David Chapman & Joshua Foster, to wit; 5 Cows 3 yoke of Oxen 4 yearling calves, 6 head of Horse & ten stack of Hay

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the Trustees of the Franklin Bank of Columbus the sum of two hundred and fifty six - - - - dollars and fifty six . cents, for their - - - - - damages, together with $ 7.72 for their costs, with interest thereon from the 18th day of April A. D. 1843 until paid, which late in our said Court the said Trustees recovered against the said David Chapman & Joshua Foster as of record is manifest. Also, $ 2.02 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 4th day of Jan A. D. 1845.

John Cassil CLERK.

Rec'd this writ May 1st 1844. – Served in Conjunction with another Execution against David Chapman in favor of the State Bank of Columbus, upon 5 Cows 3 yoke of Oxen, 4 yearling Calves 6 head of horses & 10 Stacks of Hay. Advertised the property for Sale on the 27th day of June 1844. No Sale for want of Bidders June 27. 1844

W W Steele Sheff

Service Fees Oxen 116

Bentley, Franklin Bank of Columbus

vs

David Chapman & Andrew Slater

Paid Sheriff's fees 1.72

Costs 1.41

this writ

Serv — .35

Mile — .60

Advf — .25

1.20

Filed July 2 1844

Wm Cassidy 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 The Trustees of the Franklin Bank of Columbus

recovered against David Chapman and Joshua Foster

as well the sum of Two hundred and fifty six ——— dollars and fifty six cents, for their damages, as the sum of $7,72 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 David Chapman & Joshua Foster ———

you cause to be made the damages and costs aforesaid with interest thereon from the Eighteenth day of April A. D. 1843 until paid. Also the sum of $0,41 ——— the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Trustees of the Franklin Bank of Columbus

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 first ——— day of May A. D. 1844

Attest: John Cassil CLERK.

Copies

COLUMBUS
APR
24
Ohio

PAID

N

To The Clerk of Union County
Common Plas Crt
Marysville
Ohio

Filed April 25th 1844
Issued May 1st 1844
John Caspit Clerk

Trustees of the
Franklin Bank of Col } Indrsed Ferm
v } 1843
David Chapman et al }

Fi fa execution on this indt to Union

To Clk of Union Com Pleas
Apl 22, 1844

Geo. M. Parsons
Atty for PBK

Franklin Bank
vs
David Chapman
& Joshua Morton

Judgt Appl Term 1843.
Issue bendi ofifa
Amt one $136.97 with int
from date of judgt &c

Thos W. Parsons

In the Clerk of
of Union Co
Dec 6 1844

Civil/Domestic Case File

Case No. 1843-CV-0018

No. 43-CU-18

Union Common Pleas Court.

James W Brooks
Plaintiff,

AGAINST

John B Hyde
Defendant.

AUG TERM. 1845

AUG TERM. 1845

Discontinued

Journal B Page 356

Record No. No Record. Page

Ex. Doc. Page

J. W. Brooks
vs
John B. Hyde } Trover

Filed April 19th 1845
John Cassil
Clerk

16
9
0

James W. Brooks
Paymaster of the
1st Rifle Regt 4th Brig
8 18th Division O. M.

Suit brought on a Judgment obtained by the Court of Enquiry held in Marysville 5th day of Oct 1841.

Items amount to Eight Dollars

March 4th 1843

Debt ..... $ 8.00 Bill of particulars of plantiff filed and Scire Facias issued and delivered to Daniel Hoover cons for the appearance of defendant on the 11th day of March 1.0 clock P.m.

Pl's costs on trial & Judgment

Sci Fac 25cts March 11th 1843 Scire Facias returned Personally served 25cts by reading to the defendant March 9th 1843

cons fee service 10 cents Mileage 30 cents Denial fees cons

cons Serve 10 cts March 11th 1843 one o clock P.m.

Mileage 8 cts Parties appeared and trial had and no good cause shown 0 cts why Judgment not be rendered against the defendant

It is therefore considered by me that the plantiff recover of the defendant the sum of Eight Dollars and his cost herein taxed at ninety cents

In the action of Jas. W. Brooks against John B. Hyde I Elias Johnson acknowledge myself bail for the appellant in the sum of Fifty Dollars to be levied on my goods & chattles lands & tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of Common pleas.

(Signed) Elias Johnson

The State of Ohio Union Co York Tpt.

I do hereby certify that the above is a full and true copy from my docket of the proceedings had by and before me in the above cause.

(Signed) Jon. G. Miller J.P.
of the aforesaid township

an action hereby accrued against him, the said defendant,
and in favour of the 1st Rifle Regiment 4th Brig. and 13th Division
Ohio Militia on the complaint of the paymaster of said Regiment
for the sum of Sixty Dollars not paid the general sum of
Money, or either of them, nor any part thereof; to the dam-
age of the said James W Brooks as paymaster
aforesaid twenty five dollars, and thereupon he
brings suit

Attach. Pros. Atty.

In Union Common Pleas

James W Brooks Paymaster
of 1st Rifle Regiment 4th B
& 13th D. O. M.
vs
John B. Hyde

Nar

Cost bill entered

No record to be made

Filed August 16th 1843
John Cassil
Clerk

State of Ohio
Union County ss

Court of Common Pleas
April Term A.D. 1843

This cause comes into court by way of appeal from the judement of a justice of the peace. Whereupon James W Brooks, as Paymaster of the 1st Rifle Regiment, 4th Brigade & 13th division of Ohio Militia - complains of John B Hyde in a plea of debt - for that whereas, the said John B Hyde on the 23rd and 24th days of August in the year of our Lord One thousand eight hundred and forty one, at the County of Union and State of Ohio, was duly Commissioned and qualified to serve as a Lieutenant, in and belonging to said 1st Rifle Regiment, 4th Brigade & 13th division Ohio Militia, and being so duly qualified, and being legally notified, was then and there, legally bound to perform two days, military drill, at the officers Muster on said 23rd and 24th days of August 1841. Yet the said defendant - not regarding the statute in such case made and provided, wholly neglected to appear and perform said military duty, on said 23rd and 24th days of August, or on either of said days. And whereas also - in consequence of the said absence of the said defendant, he (the said defendant) was duly returned delinquent, to the Brigade Court of Enquiry duly held in Marysville, Union County, Ohio, on the 5th day of October A.D. 1841, & fined in the sum of Eight dollars, as appears from the original list as certified by the officers of said Court of Enquiry, a certified copy of which is herewith filed as part of this declaration, whereby an action has accrued against said defendant and in favour of the plaintiff as pay master &c.
And whereas the said James W Brooks, and is duly qualified to serve as pay master of said Regiment, he therefore now brings into court his evidences of qualification &c.

And ~~also~~ for whereas also the said John B Hyde, - Lieutenant, - having been returned delinquent to the brigade Court of Enquiry duly held in the town of Marysville, Union County, Ohio, on the 5th day of October A.D. 1841, and fined by said Court in the further sum of eight dollars, as appears from the original list, as certified by the officers of said Court

Union Com Pleas

John B. Hyde
vs
J. Brooks Pltff Dft

Filed Nov. 20th 1843
John Cafsie
Clerk

John B. Hyde
vs
James Brooks
Pay &c

Union Com Pleas
Nil debet

And the said John B Hyde comes & defends &c and says that he does not owe the said sum of money in the several counts of the plaintiffs declaration mentioned nor any part thereof in manner and form as the plaintiff hath complained against him and of this he puts himself upon the country and the said James doth the like &c

By Wm C. Lawrence his atty

The Plaintiff will further take notice that on the trial of this case Defft will show that he is not an officer to wit a lieutenant if so not liable as charged that he the Defendant received no notice of the time and place of the said supposed drill & Muster on the 23 & 24th August as charged in accordance with the statute in such case made and provided and further that such Brigade court as charged was never held. that no record of the said court properly certified is with this case &c &c

By Wm C. Lawrence
his atty

The following officers were returned delinquent to the 1st ~~Rifle~~ Brigade court of Enquiry held in Maryville on the 5th day of Oct AD 1841 & fined in the sums set to their names

Lieut John B Hyde absent Aug 23 & 24 $8.00

I herby certify the above to be a true copy of the original list ~~xx~~ as certified by the officers of said court

James W Brooks —
Paymaster of the
1 Rifle Rigament 4 Bri 13th Divn O. Mc —

Civil/Domestic Case File

Case No. 1843-CV-0019

No. 43-CV-19

Union Common Pleas Court.

Jacob Fairfield
Plaintiff,

AGAINST

Jeremiah Dee,
Defendant.

July 1843.
Judg vs Defendt.
$ 2.00

Journal 3 Page 159

Record No. 4 Page 217

Ex. Doc. Page

Filed April 19th
1843
John Capsie Clerk

Jeremiah Dec to Jacob Fairfield Supervisor of Road
district No 1 Union Township Union County and
State of Ohio Dr for not performing the two
days Labor on the public Road required by Law
for the year 1842 $2.00

Fairfield
vs
Dee

Filed April 19th 1843
John Cassil Clerk

Cost bill made

Recorded

Jacob Fairfield } Suit brought on account
Supervisor of road } Items amount two Dollars
District No. one Union } January 21st 1843
Township Union Co. O. } Bill of particulars of plantiff filed
vs. } and Summons Issued Jan 21st 1843
Jeremiah Dee } and delivered to A Garlick. constable
Just. Costs } returned personally served January 21st 1843
Summons — 12½ } Fees .15 cents Alonzo Garlick const.
Swearing J Fairfield
as Witness .4 } January 25th 1843 4 O'clock A.M. the
Judgement .25 } parties appeared trial had. the plantiff
Lost Constable .15 } sworn and Examined as to the validity of the
satisfactia 10 } account and Jacob Fairfield sworn and Examined
1 Witness .25 } as Witness for the plantiff. It is thereupon consid
J Dee paid 25 cts for bail bond } ered by me that the plantiff recover (as Supe
Transcript .37½ } visor) of said defendant the Sum of two Dol
lars and costs taxed at Ninety one cents.

In the action of Jacob Fairfield Supervisor of road District No. one Union Township Union County Ohio against Jeremiah Dee I Enoch Burrows acknowledge myself bail for the appelant in the sum of Fifty Dollars to be levied of my goods and chattles lands and tenement in case the appellant shall lee condemned in the action and shall fail to pay the condemnation money and costs that have accrued and may accrue in the Court of common pleas

Enoch Burrows

Taken Signed and acknowledged on this 2d day of February in the year 1843 before me
Elias Topliff J. P.

State of Ohio Union County, ss.
I do hereby certify the foregoing to be a true Transcript of the proceedings had by and before me in the above case.
Given under my hand and seal this 17th day of April 1843 Elias Topliff J. P. (SEAL)

In Union County Common Pleas

Jacob Mainfield Supper
vs
Jeremiah Lee

Var In Debt

Filed May 31, 1843.
John Cassil, Clerk.

Recorded

Allison & Hall plaintiffs
Attys

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

This cause comes into Court by way of appeal from the judgement of a justice of the Peace. Whereupon Jacob Fairfield as supervisor of Road District No. One, in the township of Union, in the County of Union and State of Ohio, complains of Jeremiah Dee in a plea of debt, for that whereas, On the first Monday in April A.D. 1842 the said Jacob Fairfield was duly elected by the qualified electors of the said township of Union, assembled at the place appointed by the Trustees of said township, supervisor of Highway, for said Road district No. One, in said township of Union, who within ten days thereafter duly qualified himself by taking an oath faithfully and impartially to discharge the duties of said office, And whereas also, on the first day of April A.D. 1842 and from thence until the first day of April 1843 the said Jacob Fairfield was a resident of said district, and duly elected and qualified, and acting as supervisor thereof. And the said Jeremiah Dee having been for more than one year previous to said first day of April 1842 a resident of said Road district No 1 in said township of Union, and then and there being a resident and continuing thence forward, to be a resident of said district, up to the said first day of April A.D. 1843 And then and there being able to perform the two days work upon the highway required by law, and being over the age of twenty one years, and under the age of sixty years, and not a township charge, and a resident of said district, the said Jacob Fairfield, as supervisor aforesaid on or about the first day of June 1842 (the defendant having not worked out or paid the said two days work for the year 1842 required of him by law; previous to said first day of June 1842, in said district) at the district aforesaid, personally warned the said Jeremiah Dee to attend by himself or substitute on the 4th and 6th days thereafter, near the house of the said Jacob Fairfield in the public highway and within said Road district No 1, at seven o'clock A.M. on each of said days, and under the direction

of the said supervisor, perform the said two days labour required by law. Yet the said defendant, notwithstanding the premises neglected and refused to attend either by himself or substitute at either of the said times and place appointed as aforesaid, or at any other time, within said district between the first day of April and the first day of October 1842 by reason whereof the said defendant became liable to pay to the said Jacob Fairfield as supervisor aforesaid, the sum of two dollars. Yet the said defendant hath not paid said sum of money or any part thereof to the said Jacob Fairfield as supervisor aforesaid, although often requested so to do.

And whereas afterwards to wit on the day and year aforesaid, the said Jacob Fairfield was duly elected and qualified supervisor of Road District No 1 in Union township, Union County, Ohio as aforesaid for the year 1842 aforesaid: And the said Jeremiah Lee, being a resident of said district during the year 1842 aforesaid, was then and there legally liable to perform other two days labour in or upon said Road district according to the statute in such case made and provided; and the said defendant being then and there so liable was ~~personally~~ legally warned by the said Plaintiff on or about the 1st day of June 1842. to perform the said two days labour on said Road district on the 4th & 6th days of said last mentioned month, or at any other time between said 4th and 6th days of June and the 1st day of October of said year 1842, which period has now elapsed. Yet the said defendant, not regarding the statute in such case made and provided, wholly neglected to work out said two days labour upon said district, or any part thereof either by himself or substitute, thereby forfeiting the sum of two dollars, to wit, at the County of Union aforesaid whereby an action has accrued against him in favour of the said Jacob Fairfield as supervisor aforesaid, Yet the said defendant hath never paid the said several sums of money or either of them or any part thereof (although often requested so to do) to the said Plaintiff. To the damage of the said Jacob Fairfield as supervisor aforesaid One hundred dollars, and thereupon he brings suit &c

By Allison & Hall his Attys

union common Pleas

Fairfield, supra
vs
J. Dee

Lend by reading
July 6. 1843
W. W. Steele Pltff

Lew 12½
Mile 5
17½

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David Burnham

to appear before our court of common pleas of said county, at the court house, in the town of Marysville, forthwith ~~on the first day of next term, 10 o'clock A. M.~~ to testify and the truth to speak on behalf of Jacob Fairfield in a certain matter in controversy in our said court depending: wherein Jacob Fairfield supervisor is plantiff, and Jeremiah Dee defendant.

And this he shall in no wise omit under the penalty of the law; and have then there this writ, Witness John Cassil, clerk of said court at the court house aforesaid, this 6th day of July A. D, 1843

John Clerk,

State of Ohio Union County Union Township State of Ohio } ss

This is to Certify that Jacob Hainfield was at the annual Election for township officers in Union township duly Elected quallified and served as Supervisor of Road District No 4 in aforesaid township in the year A D 1842 and also in the year 1843 and is now the duly quallified supervisor of the aforesaid District and acting as the same

Given Under my hand this 5th day of July 1843 Andrew Keyes Township Clerk

Filed April 19th 1849
John Cassil Clerk

This is to certify that Jeremiah Dee has performed two days labor on the road since the first day of April 1842 Marysville April 20th 1842 Robert L Brown Superviser road District No 4 Paris Township Union County Ohio

Filed

Recorded

Jeremiah Dee
vs
Jacob Fairfield
Debt &c

In Union Com Pleas
In Debt
and the Said Jeremiah now
Comes and defends &c and
Says that he doth not owe the said sum of money
~~in the~~ above demanded or any part thereof
in manner and form as the said Jacob hath
complained against him and of this he puts him-
self upon the Country and the Said plaintiff doth
the like by Wm P Lawrence his atty

And the Said Deft further notifies the
plaintiff that he will insist and prove on the
trial of this case that he was absent from the
Said Township of Union and at work and
home in the Township of Paris in the Said
County of Union and that whilst there he
was called upon and work under the direction
of a proper Supervisor the work upon the High
way required by Statute and for which
plaintiff has Brot this case

Wm P Lawrence
Atty

Civil/Domestic Case File

Case No. 1843-CV-0020

No. 43-CV-20

Union Common Pleas Court

Nathan Wells Admr
Plaintiff,

against

Frederick Beltz et al
Defendant.

OCT TERM. 1843

Non Suited

Journal 3 Page 169

Record No. 4 Page 249

Ex. Doc. Page

Union Common Pleas.

Nathan Wells, Admr.

vs.

Frederick Beltz &
Philip Beltz.

Debt, —— $500.00
Damages, —— 50.00

Served by Certified
Copy April 20th 1843.
W. W. Steckhoff

Ser — 55
Atte — 55
Copies 30
1.40

Filed April 20, 1843.
John Cassil,
Clk.

Cost once made

Recorded

"This suit is brought on a note under seal, made by the defendants, payable to Levi Wells (plaintiff's intestate) or order, for five hundred dollars, is a joint and several note, signed and sealed by defendants, dated June 2d, 1840, payable twelve months after date."

D. J. Bell,
Attorney for the
Plaintiff.

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Frederick Beltz & Philip Beltz,

to appear

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

in a plea of Debt ——— Damages Fifty ——— Dollars

And have you then there this writ.

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

John Cassil, CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0021

Civil/Domestic Case

1843-CV-0021

located with

Supreme Court Case

1843-SC-0008

Civil/Domestic Case File

Case No. 1843-CV-0022

No. 43-CV-22

Union Common Pleas Court

Daniel Wilson
Plaintiff,

against

James Cluggage
Defendant.

APR TERM. 1844

Judg. for Deft. $1. 87½

Journal 3 Page 217

Record No. 7 Page 285

Ex. Doc. 1 Page 358

In Union Common Pleas

Daniel Wilson
vs
James Clingage

Transcript

Filed ~~April~~ May 10th 1845
John Cozzil Clerk

Cost bill made

Recorded

Daniel Wilson
vs.
James Cluggage

The State of Ohio Union County
action of debt

April the 7th A 1843

Debt — $3,30
Justices fees — 0,57
Constables fees 0,62
witness fees
A.B. Scott — 0,50
S. Cook — 0,50
J. Sevrein — 0,50
R. Cluggage — 0,50
transcript 0,31½ paid

Suit brought on book account as per bill of particulars filed James Cluggage Dr to fifteen days work at 9 dollars per month $5,05
April the 7th 1843 by application of the plaintiff summons was issued to any Const of Leesburg township returnable April the 14th at 2 Oclock P.M, justices fees 12½ cents
April the 7th A 1843 by order of the plaintiff subpoena was issued for Aaron B. Scott Sanford Cook and James Sevrein returnable April the 14th 1843 at 2 Oclock P.M, of the day Justices fees $00,20 cts

April the 14th A 1843 summons returned in due time endorsed served on the within named defendant by Copying on the 8th instant fees taxed at $00,32 cents Wm B Cook Const

April the 14th 1843 Subpoena returned in due time endorsed served by reading to the within named witness on the 7th instant fees taxed at $00,50 cents Wm B Cook Const

April the 14th A 1843 the parties attended according to process and the trial was called and the witness examined according to law whereupon judgment was rendered against the said defendant (James Cluggag) for the sum of three dollars & thirty cents and costs of suit.

The State of Ohio
Union County fs

I, Abijah Gandy a justice of the peace in and for the township of Leesburg in the County and State aforesaid, do hereby certify that the above is a correct transcript of the proceedings and judgment in the cause, before me

Given under my hand and seal
this 14th day of April A 1843

Abijah Gandy (L.S.)

In the above action of Daniel Wilson against James Cluggage I Francis Scott acknowledge myself bail for the appellant, in the sum of fifteen dollars; to be levied of my goods and chattles lands and tenements in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs that have accrued or may accrue, in the court of Common pleas

(Signed) Taken, signed and acknowledged, on this 14th day of April A 1843 before me

Francis his mark Scott

Abijah Gandy Justice of the peace

Union Common pleas:

Daniel Wilson
vs.
James Cluggage } Nar.

Filed July 17th 1843
John Cassidy

Recorded

Union County ss } Court of Common pleas:
July Term A. D. 1843.

Daniel Wilson Complains of James Cluggage in a plea of assumpsit for that whereas the said James Cluggage on the first day of april 1843 at Union County Ohio, was indebted to the said Daniel Wilson in Twenty five 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 Twenty five Dollars for the price and value of work and labor then and there done, and materials for the same, provided by the plaintiff for the defendant at his request:

And in Twenty Five Dollars for money then and there lent by the plaintiff to the Defendant at his request:

And in Twenty five Dollars for money then and there had and received by the Defendant for the use of the plaintiff:

And in Twenty five 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 second day of april 1843, in Consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request; Yet he hath disregarded his promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof: To the damage of the plaintiff fifty Dollars; and thereupon he brings suit, &c.

By Otway Curry, his Atty.

Union Common Pleas

D. Wilson
vs
James Clyzer

Demand by Certified Copy
Oct 17. 1843.
M. M. Stuchsheff

Serv 12
Mil 25
Copy 10
„47

Filed Oct 18 1843
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Rufel Cluggage

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 James Cluggage in a certain matter in controversy in our said Court depending: wherein Darrie Wilson is plaintiff, and James Cluggage is 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 16 day of Oct. A. D. 1843,

John Cassil Clerk.

In Union Com Pleas

James Cluggage
Ads
Daniel Wilson

Plea

Filed Oct 4th 1843
John Capil Clerk

Recorded

Albin & Hall
attys

James Cluggage
alias
Daniel Wilson } In Union Common Pleas

And the said James Cluggage comes and defends, &c and says that he did not assume and promise, in manner and form as the said Daniel Wilson hath declared against him; and of this he puts himself upon the country: and the said Daniel Wilson doth the like.

The plaintiff will also take notice, that the defendant, on the trial of this cause will give in evidence and insist that the plaintiff, at the commencement of this suit, was and still is indebted to the defendant in the sum of Thirty dollars, for the price and value of goods before that time bargained and sold by the defendant to the plaintiff, at his request; and also in the sum of Thirty dollars for the price and value of boarding, washing, lodging before that time furnished by the defendant, to and for the plaintiff, at his request, and also in the sum of Thirty dollars for money found to be due from the plaintiff to the defendant on an account before that time stated between them;- and also in the sum of Thirty dollars, for the damage sustained by the defendant by reason of the plaintiffs non performance of his contract, And that the defendant will set off on said trial so much of the said several sums of money so due and owing from the said plaintiff to the said defendant, against any demand of the said plaintiff, to be proved on said trial, as will be sufficient to satisfy and discharge such demand; and will also then and there demand a judgement against the said plaintiff for the ballance of said several sums of money due to the said defendant, according to the statute in such case made and provided.

And also, that the work mentioned in the said plaintiffs bill of particulars, was performed by plaintiff on an entire contract between him and defendant, for one months work, and that by reason of plaintiffs failing to perform said months work, the defendant is not bound to allow him anything pro rata.

By Allison & Hall his Attys

Filed March
21st 1844
John Cofield
Clerk

Daniel Wilson
is
James Clugage

In Union Common Pleas

We want Russel Clugage as a witness for deft in this case

A Weiner & Nall
Attys for Deft

To Cassil Clk

March 21st 1844

Daniel Wilson Debt to James Cluggage
for Boarding and washing Sixteen days
in 1842 — — — $2,75
to Damage in harvest not working out his month
$4,00
$6,75

Daniel Wilson } In Union Com. Pleas
vs
James Bluggage } Clerk will issue subpoena for Charles Cook. for Defendant - returnable to morrow morning -

April 16th 1844 — C N B Allison Atty for Def

To John Cassil. Clerk

Filed Sept 20-1843
John Lapsie, Clk

Daniel Wilson
vs
James Clyppe

Union Common Pleas Oct Term 1843
The Clerk will issue subpoenas for James Levirn, Lanford Cook, and Aaron Knott as witnesses in this case

Daniel Willson

D. Willson's
Account

June 1842

James Cluggage Dr. ~~to~~ Daniel Willson for 15 days work at $9,00 dollars per month — — — — $5,05

Union Com Pleas

Daniel Wilson
vs } Sum for Writ
James Clenggage

Served by Certified
Copy April 16. 1844
W. W. Steelsheff

Serv 12½
Mile 35
Copy 10
57½

Filed April 16. 1844
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Charles Cook

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~~ tomorrow morning at 8 o'clock A, M, to testify and the truth to speak on behalf of James Cluggage in a certain matter in controversy in our said court depending: wherein Daniel Wilson is plantiff, and James Cluggage 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 16th day of April A, D, 1844

John Cassil Clerk,

Wilson
vs
Cleggage

In assumpsit U&D
Issue Subpoena for Rural
Cleggage for Deft
Oct 16th 1843

A Hale atty
for Deft

F Cami Clk

Day ~~8~~ 12
Ex 8
Con 20
Month 10

6
8
75
30
56
198
30
377
25
422

30
75
~~10~~
30
92
360
577

~~382~~

17
212
17
~~417~~
246

17
447
464

Union Common Pleas

D. Wilson
vs
James Cluggage

Served by reading
apl. 16. 1844
M. W. Steele Sheriff

Serv 12
Mile 5
17

Filed April 16th 1844
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Irvin

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 ~~Plaintiff~~ Wilson in a certain matter in controversy in our said Court depending: wherein Daniel Wilson is plaintiff, and James Cluggan 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 16 day of Nov. A. D. 1844.

John Cassil Clerk.

Union Common Pleas

Daniel Wilson
vs
James Cluggy

Served by certified
copies Oct 17th
1843. W M Steelsmith

Serv	37½
Mile	60
Copies	30
	1.27

Filed Oct 18, 1843
John Cassie Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Devin Sanford Cook and Aaron Knott

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 Daniel Wilson in a certain matter in controversy in our said court depending: wherein Daniel Wilson is plantiff, and James Clupp is _____ defendant.

And this thy 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 17th day of Oct, A, D, 1843

John Cassil Clerk,

Union Common Pleas

Daniel Wilson

vs

James Cluggage

Sub. for Witness

Served by certified
Copy on R. Cluggage
March, 22nd 1844.
W. W. Steel Sheriff

Serv 25
Mile, 25
Copy 10
$ 60

Filed March 22 1844
John Cassil Clerk

read to Mr Scott Mar
22. 1844 W W Steel Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Russel Cluggage & Wm Scott

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 James Cluggage in a certain matter in controversy in our said court depending: wherein Daniel Wilson is — — — — plantiff, and James Cluggage 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 21st day of March A, D, 1844

John Cassil Clerk,

Filed April 16th 1842
John Caffie
Clerk

Daniel S. D. Wilson
~~Chas.~~
vs.
James Clugsage

Issue subpoena for James Levison, witness on pl's. behalf.

C. Curry atty. for pl'ff

Clk Ct Com Pleas.

Union Common Pleas

Daniel Wilson
vs
James Cluggage

Served by Certified Copy on Aaron G. Ott & Sanford Cooke, March 22nd 1844. James Severing not found. W. W. Steele Sheff

Serv 372
Mile, 35
Copies 20
92

Filed March 22. 1844
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Severn, Sanford Cook and Aaron Wiatt

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 Daniel Wilson in a certain matter in controversy in our said Court depending: wherein Daniel Wilson is — — — — — — — plaintiff, and James Cluggage is — — — defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 14th day of March A. D. 1844,

John Cassil Clerk.

Ex. Doc. No. 2 page 114

Daniel Wilson
vs
James Cluggage

Damages	$1.87½
Costs	25.02½
Writ	.41
Serv	35
Mile	25
	.60

Filed July 3d 1844
John Cassie Clerk

101
41
142

Recd. this writ, April 23d 1844 — No levy made in consequence of deft promising to pay this writ July 2d 1844.

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 16th day of April A. D. 1844 Daniel Wilson

recovered against James Cluggage

as well the sum of one dollars and 87½ cents, for his damages, as the sum of $ 25,02½ for costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said James Cluggage

you cause to be made the damages and costs aforesaid with interest thereon from the 17th day of April A. D. 1844 until paid. Also the sum of $,41 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Daniel Wilson

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 23d day of April A. D. 1844

Attest: John Cassil CLERK.

Rec'd July 25. 1844. Levied Sept 20th 1844 upon one horse commonly called the Bertrans Horse, advertised the same for sale Oct 1: 1844 No sale for want of Bidders –

N. N. Steele Shff

Union Com Pleas / 114

Daniel Wilson

vs } Alias Fi Fa

James Sluggage

Damages	$1.87½
Costs	25.02½
Increase	1.01
This writ	.41

Serv	35
Mile	50
Board	.25
	$1.10
Fruits	1.00
	2.10

Filed Oct 2nd 1844

John Cassil CM

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 16th day of April A. D. 1844 Daniel Wilson

recovered against James Bluggage

as well the sum of one dollar dollar/

and 87½ ——— cents, for his damages, as the sum of $ 25.02½

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, as we have heretofore commanded you that of the goods and chattles, and for want thereof, of the lands and tenements of the said James Bluggage

you cause to be made the damages and costs aforesaid with interest thereon from the 17th day of April A. D. 1844 until paid. Also the sum of $ 1,42, 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 Daniel Wilson

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this 25th day of July A. D. 1844

Attest: John Cassil CLERK.

Daniel Wilson
vs
James Kelugg ge

Mandate for execution

filed

issued April 23-1800
John Basset Clk

Daniel Wilson
vs.
James Muggage

Union Com. on pleas:
Judgt. at April Term, 1844.

Issue execution in
this case, immediately.
Thos. Murray
Atty for pltff.

To John Capil Esq.
Clk lot. Com. pleas:
of Union County

Dated April 18th 1844.

Union Com Pleas

D Wilson

vs

J Bloggage

Pre for Ex

Filed July 25. 1844

John Cassil

Clerk

Issued July 25. 1844

John Cassil Clk

Daniel Wilson
vs
James Muggage

Union Court Pleas

Clerk Issue an alias Execution in this case.

July 21. 1844.

Clerk Court Court
Pleas Union County Ohio

D Wilson

Civil/Domestic Case File

Case No. 1843-CV-0023

No. 43-CV-23

Union Common Pleas Court.

Rosetta Rieger, Plaintiff,

AGAINST

H. R. Curl, Defendant.

OCT 1843

Settled

No Record.

Journal 3 Page 170

Record No. Page

Ex. Doc. Page

Union Com. Plea.

Ruth Rigan

v.

H. & W. Coul.

Replevin.

Filed June 6, 1843.
John Cassil,
Clerk.

Ruth Rigas
vs
Henry Curl & William Curl } Suit a writ of Replevin for one Dark bay mare

Damages 50.

The State of Ohio Union County ss

Ruth Rigas being duly sworn as the law direct deposeth and saith that she has good right to the possession of the goods and chattel described in the above precept and that the same are wrongfully detained from her by said defendants and that said goods and chattel were not taken in execution on any judgment against said plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff nor by virtue of any writ of replevin or any other mesne or final process whatsoever issued against the said plaintiff

her
Ruth + mark Rigas

Subscribed & sworn to this 6th day of June, A.D. 1843. John Cassil, Clerk.

The Sheriff will deliver the within described mare to Henry Earl without further proceedings in this case
June 7. 1843.
Attest
Ruth Rigsar
mark
Danie Sumner

Attest and Sheriff's costs fees
June 7th 1843
John Caspie Clerk

Henry Earl

Mitchell

Mon Com Pleas
Ruth Rigsar
vs
Replevin
H & Wm Earl

Served by taking the Property, & Reading to Henry Earl. Wm Earl not found, Ordered to Return this writ without further proceedings, & delivered the property to Henry Earl
June 7. 1843.
W W Steele Shff

1844
Serv 55
Mile 5
$.60
My fee paid
W W Steele Shff

Filed June 7th 1843
John Caspie. 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, to Ruth Rigan, the following described property to wit one dark bay Mare, which Henry Curl & William Curl, wrongfully detains from the said Ruth Rigan as is said, and also that you ~~you~~ summon the said ~~Curl~~ Henry Curl & William Curl 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 Ruth Rigan for the unlawful detention of the Goods & Chattles aforesaid Damages Fifty dollars & have you then there this writ

Witness John Cassil Clerk of said Court at the Court House aforesaid this 7th day of June AD 1843.

John Cassil Clerk

Civil/Domestic Case File

Case No. 1843-CV-0024

No. 43-CV-24

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Silas G. Strong Defendant.

AUG TERM. 1845

Judgment VS Plaintiff

No Record.

Journal 3 Page 324

Record No. No Record Page

Ex. Doc. Page

Doe Ex. dem L. Starling

vs

Richard Roe

Declaration

Original

Served by Delivering a ~~certified~~ Copy to the wife of the Tenant at his residence on S^d Premises & reading ~~the~~ Notice to her, June 24th 1843. W. W. Steele Sheriff

Serv — 35
Mile — 25
Copy 60
1.20

Filed June 24th 1843
John Capel, Clerk

Cost bill made

& Explaining the Declaration and

CHAS. SCOTT, Printer,) DECLARATION IN EJECTMENT. (Columbus, Ohio.

State of Ohio, Union County, ss. } **Court of Common Pleas,** April Term, A. D., 1843.

JOHN DOE complains of Richard Roe, for that Lyne Starling on the 1st day of May in the year of our Lord one thousand eight hundred and thirty five at Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Part of Survey No 5504 (Five Thousand five hundred and four) Bounded as follows - Beginning at a white Oak Lynn and Iron wood thence running S 12°. 20' E 197 poles to a stake set as the ~~corner~~ North East Corner to land sold to David Patterson & Allen - Thence S 80° W 214 poles to a stake set as their North West Corner - Thence S 12°. 20' E 53¾ poles to a stake, Then S 80° E 10 poles, Thence N 12°. 20' W 250 poles to a stake the original North East Corner of a Survey made in the name of Edward Dowd, Then N 80° E 10 poles to 3 Iron woods and a Dogwood the North West Corner to Land sold Levi Phelps - Thence S 80° E 75 poles to a stake - Thence N 80° E 107 poles to a stake, Thence N 12°. 20' W 75 poles to a stake, Thence N 80° E 107 poles to the Beginning - Containing Two hundred acres

and also Ten messuages, Ten cabins, Ten barns, Ten stables, Ten orchards, Ten out-houses, Ten yards, Ten gardens, Five hundred acres of arable land, Five hundred acres of meadow land, Five hundred acres of pasture land, Five hundred acres of wood land, Five hundred acres of land covered with water, and Five hundred acres of other land with the appurtenances, situate in said county of Union. To have and to hold the same to the said John, from the 1st day of May, in the year aforesaid, for and during the term of Forty 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 July, in the year of our Lord one thousand, eight hundred and thirty five 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
& John W. Andrews
his attys

MR. Great Tiboad

SIR:—I am informed that you are in possession of, or claim title to, the premises in this declaration mentioned, or to some part thereof; and I being sued in this action as 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 Union, and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

RICHARD ROE.

Dated this 19th day of June, A. D., 1843.

Filed July 8th 1843
John Capitellus

John Doe Ex Dem, - Lyne Sterling
vs
Richard Roe with notice to
Israel Sibold tenant

In this case Silas G Strong makes oath and says that he claims title to the premises in said declaration mentioned, - by deed and should be made a defendant to the suit,

Silas G Strong

Sworn to and subscribed in open court this eighth day of July 1843

John Capsil Clerk

In Trumbull Pleas

Silas G. Strong

ads

Lessee of Lynch et al

Consent Rule

Filed May 29th 1845
John Chapin, Clerk

G. W. Bellison

John Doe ex dem Lyne Starling
vs
Silas G Strong

And the said Silas G Strong comes and confesses the lease, entry and ouster in the said declaration mentioned, and admits himself to be in possession of the premises in the said declaration mentioned - to wit: Part of Survey No 5504 bounded as follows - Beginning at a white oak, Lynn and Ironwood thence running S. 12° 20' E 197 poles to a stake set as the North East corner to land sold to Davenport and Allen - thence S. 80° W 214 poles to a stake set as their north west corner - thence S. 12° 20' E. 53¼ poles to a stake - then S. 80° E 10 poles - thence N 12° 20' W 28 poles to a stake the original Northeast corner of a survey made in the name of Edward Dowse, thence N 80° E 10 poles to 3 Iron woods and a dogwood the North west corner to land sold Levi Phelps - thence S. 80° E. 75 poles to a stake - thence N 80° E 107 poles to a stake, thence N 12° 20' W 75 poles to a stake. thence N 80° E 107 poles to the begining Containing Two hundred acres - and for plea says 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 B M Allison his Atty

Civil/Domestic Case File

Case No. 1843-CV-0025

Civil/Domestic Case

1843-CV-0025

located with

Supreme Court Case

1843-SC-0010

Civil/Domestic Case File
Case No. 1843-CV-0026

No. 43-CV-26

Union Common Pleas Court

D. Burnham & Co
Plaintiff,

against

Wilson Reed
Defendant.

OCT TERM. 1843

$15 18. 04/100

Journal 3 Page 176

Record No. 4 Page 231

Ex. Doc. 1 Page 242

Union Common Pleas

D Burnham & Co
vs
Wilson Reed
Praecipe in
Assumpsit

Filed July 5th 1843
John Cogsil Clk

David Burnham and
James Riddle late partners
in trade under the name
of the firm of D Burnham & Co
vs
Wilson Reed

Mon Com
Phas July
term 1843
Assumpsit
Damages 1600$
issue a summons
Returnable ~~next~~
~~term~~ forthwith and endorse suit thereon on defendants
two several notes of hand given to plaintiffs
by the name of the said firm aforesaid
each for eighthundred and four dollars and
$\frac{12}{100}$ the one due twelve months from date
and the last due eighteen months from
date and each drawing interest after four
months and one half from date also for goods
sold and delivered &c

By Wm Lawrence
this atty

Suit brot on Defendants two several notes of hand-given to Plaintiffs by the name of Wm Reed & Co aforesaid - each for eight hundred and four dollars and 12/100 the one due twelve months from date and the last due eighteen months from date and each drawing interest after four months and one half from date also for goods sold and delivered &c

By Wm Lawrence Their Atty

Union Common Pleas

D Burnham & Co
vs } Suit
Wilson Reed

Attachment
Served by ~~Certified Copy~~ July 6. 1843. Wm M. Steele Shff

Serv — 35
Mileage ~~[illegible]~~
Mil. Steele ~~[illegible]~~
$ 40

Recorded

Filed July 7. 1843
John Cofrel
Clerk

D Burnham & Co
vs
Wilson Reed

Admission of service July 7. 1843
Wilson Reed

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Wilson Reed

to appear forthwith ~~on the first day of our next term~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto D Burnham and James Riddle late Partners in trade under the name of the firm of D Burnham & Co

in a plea of Assumpsit. Damages One thousand & Six hundred Dollars

And have you then there this writ.

John Cafsil

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

John Cafsil CLERK.

Union Com Pleas

D Burnham & Co
vs
Wilson & Reed

1423.55 Debt
94.49 Dam

Cost bill made

Recorded

Filed August 12. 1843
John Cassil
Clerk

notes inside

The State of Ohio } Union Com Pleas July
Union County } ~~April~~ term 1847

David B Burnham & James Riddle late partners in trade by the name and style of their said firm of D B Burnham & Co complain of Wilson Reed in a plea of assumpsit for that whereas the said Wilson Reed on the 16th day of March 1841 at Milford to wit at the County of Union aforesaid made his certain promissory note in writing and then and there delivered the same to the said plaintiffs and thereby promised to pay the said plaintiffs by the name of their said firm of D. Burnham & Co eight hundred and four dollars and 17/100 with interest after four and one half months in twelve months after the date thereof which period has now elapsed and the said Wilson then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiffs by the name of their said firm of D. B Burnham & Co 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 promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay the said plaintiffs by the name of their said firm of D B Burnham & Co eight hundred and four dollars and 17/100 with interest after four & one half months from date eighteen months after date which period has now elapsed and the said Defendant afterwards to wit on the day and year aforesaid in consideration of the premises promised to pay the amount of the said note to the said plaintiff by the name of their said firm of D B Burnham & Co according to the tenor and effect thereof yet the said Defendant hath disregarded his said promises and has not paid the said several notes nor either of them nor any part thereof to the damage of the plaintiffs $16.000 and therefore upon their bring suit by

Wm C Lawrence their atty

Wilson Reed
Note #804.12

Filed
John Cassie
Clerk

{$804.12} Milford March 16. 1841

Eighteen months from date I promise to pay to the order of D. Burnham & Co. Eight Hundred. four Dollars, and twelve Cents. with interest from and after four and one half months from date For value received

Wilson Reed

Wilson Recd
Note $80412

Wilson
Note $

May 3d 1842 Recd on the within by Balance on
Selelment after one note given up $19.21
May 3d /42 Recd M. Ewing act. $5.44
April 11. 1843 paid on within two hundred, twenty
six Dollars, ninety two cents, $226.92
April 18/1843 paid twenty five Dollars $25.

Filed
John Caffie
Clerk

619.43 Att

{$804.12} Milford March 16. 1841

Twelve Months after date I promise to pay to the order of D. Burnham & Co. Eight Hundred four Dollars, and twelve Cents. with interest from and after four and one half months from date For value received

Wilson Redd

Union Com Pleas 2 106

D Burnham & Co

vs

Wilson Reed

Damages $1578.04
Costs 8.38
Increase Costs 7.36
This writ .41

Cr March 15. 1844 $260,00

Sew .35
Mile .05
Advt .25
.65
Pr. fee 3 00
3. 65

Filed June 25. 1844
John Cassil Clerk

I Rec'd this writ May 23d 1844. having previously advertised legally, & offered the property for sale June 21st 1844 but made no sale for want of bidders.

W Wolcott 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 Wilson Reed, to wit; 200 acres of Land Survey No 4278 commonly called the Corner Farm, for particular Description see the Deed executed to Wilson Reed by Samuel Reed on the records of Union County (excepting 50 acres sold by said to John Reed which also is on record

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy D Burnham & Co the sum of One thousand five hundred & Eighteen dollars and four ——— cents, for their damages, together with $ 8 38/100 ——— for their costs, with interest thereon from the 18th day of October A. D. 1843 until paid, which late in our said Court the said D Burnham & Co recovered against the said Wilson Reed as of record is manifest. Also, $ 7 36/100 ——— 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 Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23 day of May A. D. 1844.

John Cassil CLERK.

Recd this writ March 6. 1844. Levied by instruction of Plaintiffs and by consent of Defendants upon 200 acres of land Survey No 42-78. commonly called the Conn farm for particular Description see the Deed Executed to Wm Reed by Samuel Reed on the Records of Union County. (excepting 50 acres sold by said Reed to Jos Reed which also is on Record - I offered the land for Sale on the 15th day of April AD 1844. having previously given the Legal Notice, and also approving the same by the Oaths of ~~Elezer~~ Warren Rose Robt L Reed & Sumner Payne at Fifteen ——— dollars. pr acre — Not Sold for want of bidders

W W Steele Sheriff

Ex. Docket No. 2 Page 106

D. Dunham & Co.
vs
Wm Reed

Damages —	$15 18,04
Cost	8.38
Writ	.41

Made March 15. 1844.
two hundred & eighty dollars. W W Steele Sheriff

Filed April 16. 1844
John Taylor Clerk

per mile	35
Judgment	1.00
App Ret	.15
Cd.	25
	2.45
App fee	1.50
	3.95
Ex. fee	6.95

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 David Burnham & James Riddle, Partners, trading under the firm of D. Burnham & Co.
recovered against Wilson Reed

as well the sum of one thousand five hundred & eighteen dollars and four cents, for their damages, as the sum of $ 8,38 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 Wilson Reed

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 judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Plaintiffs

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

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

Attest: John Cassil CLERK.

6,95
41
736

1518
2
759
3036
37,95

Civil/Domestic Case File

Case No. 1843-CV-0027

No. 43-CV-27

Union Common Pleas Court

Jonathan Kingsley Plaintiff,

against

John Pollock et al Defendant.

APR TERM. 1843

Judg. Dr. Deft.

Journal 3 Page 133

Record No. 4 Page 178

Ex. Doc. 1 Page 327

December 27 1841 There received on the within six dollars

February 5th 1842 There received on the within note one hundred & forty five dollars

March 31 1842 There received on the within note twenty five dollars

April 20th 1842 There received forty one dollars on the note which was due April the first 1842

April 20 ~~the there~~ 1842 there received on the within note twenty five dollars

January 14th 1843 there received on the within twenty five dollars

Apl 21. 1843 $2.00 Paid as per receipt by Singsby

June 20 " $7.00 " " " " " J. Parsons

$41 Apl 20 42
25 " 20 "
66

Delinquent 1843
Capias
Ell

$430

on or before the first day of April in the year 1842. we or either of us promis to pay to Jonathan Kingsley or order the just and full sum of five hundred Dollars, for value Received this 2nd day of January 1840—

John Bell (Seal)
John Clark (Seal)

on or before the first day of April in the year 1843. we or either of us promis to pay to Jonathan Kingsley the just and full sum of five hundred and twenty five Dollars. for value Received this 2nd day of January 1840—

John Bell (Seal)
John Clark (Seal)

Union Com Plas

Jonathan Kingsley
vs
John Pollock
& John Clark —

Damages $703 70

K Thomas
Att for Deft to

Filed July 5th 1839
John Cassil
Clk

Cost bill made
Recorded

State of Ohio } At ~~Term~~ July Term AD 1843
Union County } of the Court of Common Pleas

Jonathan Kingsley complains of John Pollock and John Clark in a plea of Assumpsit for that whereas the Defendants at the County of Union on the fifth day of July AD eighteen hundred & forty three were indebted to the Plaintiff in the sum of fifteen hundred Dollars for money then & there lent by Plaintiff to Defendants at their request. And the Defendants in consideration of the premises then & there promised to pay the said sum of money when requested yet although often requested they have not paid the said sum of money or any part thereof to the damage of the Plaintiff fifteen hundred Dollars & therefore he brings suit by

George Parsons his Atty –

STATE OF OHIO, } *In the Court of Common Pleas,*

Union COUNTY, SS. } July *Term, A. D.* 18 43

And now Kendall Thomas an Attorney of this Court appears in open Court, and by virtue of a Power of Attorney for that purpose, appears to the above declaration in favor of the said Jonathan Kingsley and against the said John Clark & John Pollock —waives the issuing and service of process—confesses that the said Defendant were indebted to the said Plaintiff and that the said Defendant did promise in manner and form as the said Plaintiff has declared against them and that the said Plaintiff by reason of the non-performance of the said promise has sustained damage in Seven hundred and three dollars Seventy ——— cents; for which sum and costs of suit he hereby confesses judgment in favor of the said Plaintiff and waives and releases all errors and the right of appeal in behalf of said Defendant

Kendall Thomas *Attorney for Defendant*

John Pollock et al
to
Jonathan Kingsley
Power to confess judgt
and notes —

500 Apl 1 1842
166 2 days
509.66
66 Apl 30
435.66
17.42 } 8 mos
1.68 } 24 days
454.76
25 2 days 1842
429.76
429
214
43
436.62
200
236.62
2.36
238.98
70
168.98
42
$169.40 —
534.30
703.70

3/2.50
83
2
1.66

III/IIII

3/217
9
24
168

III-7

II III-5

15

585 Apl 42
25-25
262.5
143.
534.30

We do hereby authorize any Attorney at Law to appear for us or either of us in any court of Record in ~~the~~ or of the State of Ohio waiving issuing & service of process - & confess judgment against us or either of us in favor of Jonathan Kingsley on the following notes - under seal one for $508 - Dollars payable 1st of April 1842 the other for $525 payable 1st of April 1843 both dated 2nd mo of January 1840 - payments endorsed on the first of $66 Apl 20 1842 & $215 14 2 any 1843 - & to release all errors & the right of appeal in our behalf

John Pollock (Seal)

April 4. 1843

John Cleveland

Union Com Pleas

Jonathan Kingsley

vs

John Pollock &
John Clark

Damages	$703.70
Costs	7.76
Increase	10.49½
This writ	.41

Cr

Sept 16th 1843	$125.00
April 15. 1844	50.00
July 7. 1843	150.00
	$325.00

Sept. 14. 1844. Not drawn tiff for want of funds to pay the printer

Jno. C. Vigh Atty

Fees writ	35
Mileage	5
Entry	10
	50

Filed Oct. 1st 1844
John Cassil Clerk

Rd. this writ. August 7. 1844

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF Champaign COUNTY GREETING:

We command you as we have heretofore commanded you to expose to sale those goods and Chattels of John Pollock and John Clark, to wit; "5 Head of Horses, one 4 horse waggon, one 2 horse wagon, 9 head of cattle 26 head of stock hogs 50 bushels of wheat in the stack & 5 Ton of Hay in the stack",

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 Jonathan Kingsley the sum of Seven hundred and three dollars and seventy — cents, for his damages, together with $ 7.76/100 — for his costs, with interest thereon from the fifth day of July A. D. 1843 until paid, which late in our said Court the said Jonathan Kingsley recovered against the said John Pollock and John Clark as of record is manifest. Also, $ 10 20/100 — 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 of 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 Jonathan Kingsley

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 July A. D. 1844.

John Cassil CLERK.

Union Comm Pleas

J. Kingsley

v

Jno Pollock et als

Judgement.	$703.70
Costs	7.76
Increase	7.40
Cr. This writ	41

July 7. 1843 $150.
Apl. 15. 1844 $ 50.

Oct 27th 1845
Advertised and not sold for want of bidders - No more goods found Jno Nigh Shff

fees - 8 miles	40
writ	35
Advertising	62
cost	10
	$1.47

Filed Oct 28 1845
Joh Caml Clk
entered

Ret this writ Sept 28 1845

THE STATE OF OHIO, UNION COUNTY, SS. Champaign

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

We command you to expose to sale those Goods & Chattels of John Pollock & John Clark viz "5 head of Horses 1-4 horse Waggon, 1-2 horse Waggon 9 head of Cattle 26 head of Stock Hogs 50 bushels of Wheat in the Stack 5 Ton of Hay in the Stack"

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 Jonathan Kingsley the sum of Seven hundred Three dollars and Seventy cents, for his damages, together with $7.76 for his costs, with interest thereon from the 5th day of July A. D. 1843 until paid, which late in our said Court the said Jonathan Kingsley recovered against the said John Pollock

as of record is manifest. Also, $7.40 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 20th day of Sept. A. D. 1845.

John Cassil. CLERK.

I August 4th 1843 Levied upon 5 head of Horses One 4 horse Wagon, One 2 horse Wagon 9 head of Cattle 26 head of Stock hogs 50 bushels of Wheat in the Stack & 5 Tun of hay in the Stack as the property of John Pallock, And I advertised the same for sale and on the 16th of October 1843 I offered the same for sale and not sold for want of Bidders

John C Nigh Shff C.C.

fee — 8 miles 40
Levying on Wit 55
Advertising — 62½
Dana — — 50
Damage 2.50
$4.19½ printers fee $1.50

Marion County Ohio
Jonathan Kinsey
vs
John Pallock et al

Damage	403.70
Costs	7.76
Writ	.41

September 16th 1843 Made $125.00

Filed Oct. 18th 1843
Dorrin Caple
Clerk

Ohio. Also made July 27th 1843

THE STATE OF OHIO, UNION COUNTY, SS;

TO THE SHERIFF OF ~~SAID~~ Champaign COUNTY GREETING;

WHEREAS, at a Court of Common Please of said County, begun and held at the Court House in Marysville on the fifth day of July A. D., 1843 Jonathan Kingsly

recovered against John Pollock & John Clark

as well the sum of seven hundred & three dollars and seventy cents, for his damages, as the sum of $ 7,76 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John Pollock et al

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 $ 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 Jonathan Kingsly

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

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

Attest; John Cassil CLERK

Jonathan Kingsley } Union Common Pleas
vs
John Pollock et al } Fi. September 18. 1843 of Jno. C. Neyt. Sheriff of Champaign County. one hundred & fifteen dollars on the above Judgement

Jonathan Kingsley

Jonathan Kingsley
vs
John Pollock et al

Indgt – Union County –
July Term 1843 –

Recd July 7. 1843 of John Pollock one hundred and fifty Dollars on account of this indgt

$150 –

Geo M Parsons
Atty for Plntff –

THE STATE OF OHIO, ~~XXXX~~ Champaign COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods and Chattels of John Pollock, to wit "5 Head of Horses, one 4 horse wagon, one 2 horse wagon 9 head of Cattle 26 head of stock hogs 50 bushels of wheat in the stack 45 Tun of Hay in the stack".

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 Jonathan Kingsley the sum of Seven hundred and three dollars and Seventy ——— cents, for his da damages, together with $ 7.76 ——— for his costs, with interest thereon from the fifth day of July ——— A. D. 1843 until paid, which late in our said Court the said Jonathan Kingsley recovered agaiest the said John Pollock & John Clark as of record is manifest. Also, $ 6.08½ ——— 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 provide, being the property of the judgment debtor, which together with the property in your 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 Jonathan Kingsley

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 21st day of November A. D. 1843

John Cassil CLERK.

Docket page 327

Jonathan Kingsley
vs
John Gallach et al

Damages	$ 103,70
Costs	7,76
Interest	14,20

Recorded

Ex. July 4th 1843		$ 150,00
Sept 16th 1843		$ 125,00
April 15 1844		50,00
		$ 325,00

Rec.d July 13-1846 two hundred and thirty nine dollars & forty five cents, on the within writ.
$239.45 Jonathan Kingsley

July 13. 1846. Made
$252.79- in full
J. C. Hoyt Sheff

fees — 3,00
Filed. Oct 12th 1846
John Cassidy Clerk

R.d this writ May 6. 1846.

THE STATE OF OHIO, UNION COUNTY, SS,

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

We command you to expose to sale those good & chattles of John Pollock; to wit; 5 head of horses, 1-4 horse Waggon 1-2 horse Waggon, 9 head of Cattle 26 head of Stock Hogs 50 bushels of Wheat in the stack & 5 tons of Hay in the Stack

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 Jonathan Kingsley the sum of Seven hundred & three dollars and Seventy cents, for his damages, together with $ 7,76 for his costs, with interest thereon from the 5th day of July A. D. 1843 until paid, which late in our said Court the said Kingsley recovered against the said Pollock

as of record is manifest. Also, $ 14,20 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 Jonathan Kingsley

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 April A. D. 1846.

John Cassil CLERK.

10

John Cassil Esqr
Maysville
Miami County
Ohio

Monroe June 27th 1845

Then received of John Pollock sixteen dollars

Jonathan Kingsley

Mechanicsburg Dec. 25/45

Rec'd of James Pollock fifty dollars for Johnathan Kingsley

H. M. Gutridge

Kingsley
v
Pallatt
Parsons &c

Jonathan Kingsley } Dist. Union Co. July Term 1843
vs } Fa. to Champion
John Pollock & al }

Rec'd of Sheff Nigh four $\frac{57}{100}$
Dollars on acc of this execution

Geo. M. Parsons
Atty for Plaintiff

Jona: Shingley
Esq

Jonathan Kingsley } Union Com Plea

vs

John Pallock et al } Be it Mary 4th 1844 of Jno Coffey Sheriff of Champaign County one hundred and Ten dollars on the above Judgement which I am Doing to Pay to Geo. M. Parson on a Judgement against me in Madison County in favour of the Franklin Bank of Columbus

Jonathan Kingsley

filed July 5th 1820
John Caffee
Clk.

7 76

Dorothea Simpley,
by
John Pollock et al } In Ejt this term —

Ass'n execution to Champaign County —

Rohe Parsons

July 6, 1843

Atty for Plaintiff —

PAID

10

John Cassil Esqr
Clk &c
Marysville
Union Co
Ohio

Filed Nov 20th 1843
John Cassil Clerk

Issued Nov 21 /43

~~Coburn~~

McKingsley
v
John Pollock et al

John Cafidi Esq
~~Clerk~~

Nov 17, 1843.

Issue vendi to Champaign Co. and send writ to me by mail

Geo W Pavey
Atty.

4.17½
1.50
41
6.08½

Union Com Pleas

Jonathan Stingsly

vs

John Pollock &
John Clarke

Precipe. Ahias bonds

Filed July 29. 1844
John Cassil Clerk

Issued July 29. 1844
John Cassil Clk

John Cassil Esq
Clk Marion C
Marysville
Ohio

PAID

JUL 26

Ohio

Jonathan Kingsley
vs
Pollock & Clark

Left July Term 1843.
Issue rmd to Champaign
Send to me.

Geo. M. Dawson
Atty for Plntff.

John Cassell Trgr. Clk &c
July 25 1844

Civil/Domestic Case File

Case No. 1843-CV-0028

No. 43-CV-28

Union Common Pleas Court.

A. S. & T. Stillings
Plaintiff,

AGAINST

Isaac Paterick,
Defendant.

MAY TERM. 1845

Settled

Journal B Page 287

Record No. No Record Page

Ex. Doc. Page

Stillings
vs
Patrick
Francis

Filed July 6th 1843
John Caspil
Clk

A. Stillings & Thos. Stillings
vs
Isaac Patrick

Suit brought on a bill of particulars claiming rent from the Defendant for the years 1841. 42 & 43 to the amount of $58.98 signed by both the plaintiffs Summons issued the 24th of April returnable the 28th April 1843 at one o'clock P.M. returned served by reading travel 10 cents service 10 A. J. Amy Const.

demand	$58.98
Fees cost & summons	12½
Subpoena for witnesses	20¼
Judgt.	25
Streaking & writ	12
Appeal bond	25
Transcript	31¼
	$1.26¼

Subpoena issued for W. W. Haines Isaac Patrick & Wm. Moslier on the part of the Plaintiffs returned served by reading travel 10 cents service 30 A. J. Amy const.

1843 Apl. 28th 1 o'clock PM Parties appeared and went to trial on hearing the testimony it was considered by me that the Plaintiffs become nonsuit & that the defendant recover of said Plaintiffs fifty cents for board for the with the costs of suit taxed at three dollars and thirty cents Appeal bond taken the 28th April 1843

Cons fees on Subpoena	40
on Summons	20
Witness fees W. W. Haines	50
Wm. Moslier	50
Isaac Patrick	50
A. J. Amy	25
	$3.61¼
Judgt. for deft.	50
Total	$4.11¼

The State of Ohio Union County Allen Township ss
I do hereby certify the above to be true and full transcript from my docket of the proceedings had by and before me in the above cause

E. Moran J.P. of the aforesaid Tp.

Stillings
vs
Patrick

Filed July 6th 1843
John Cassil
Clerk

Isaac Patrick to Thomas Stillings Dr
to the use of the sugar camp where he now lives
for the years of 1841. [redacted]
and 1843 $14.

To four acres of meadow in 1841	8
To the same in 1842	10
to plow ground about two acres 1841	4
to do do do do 1842	6
to ~~sugar~~ camp ~~for~~ 1843	~~6~~
to pasture for 1841 and 1842	3
To sugar camp for 1841	7.98
	58 98

Thomas Stillings

J Stillings

Union Com Plas

A. S. & J. Stettinius
vs
Isaac Patrick

Filed Nov 20th 1843
John Cassil
Clerk

Cast bill mass

Alexander Stillings & Thomas Stillings
vs
Isaac Patrick } State of Ohio Union Comty ss

This case comes into court on an appeal from the Judgment of a Justice of the peace and thereupon the plaintiffs by their atty complain of the said Isaac in a plea of assumpsit for that whereas the Isaac Patrick on the first day of April 1843 at the county of Union aforesaid in consideration the said plaintiffs at the request of the said Isaac had suffered and permitted the said Isaac to use occupy and enjoy a certain dwelling house Building and Lands with the appurtenances situate at the county aforesaid and in the Township of Allen and which the said Isaac had accordingly used occupied and enjoyed for a long space of time then elapsed (to wit for the space of five years) he the said Isaac then and there promised to pay the plaintiffs on demand so much money as they reasonably deserved to have therefor and the said plaintiffs aver that they reasonably deserved to have therefor the sum of fifty eight dollars 58/100

And also for that whereas the said Defendant on the day and year last aforesaid at the County aforesaid was indebted to the plaintiffs in the sum of 50$ for money then and there received by the deft for the use of plaintiffs and in dollars for money found to be due the plaintiffs from the Defendant on an account then and there stated between them and whereas the Defendant afterwards to wit on the 5th day of April 1843 in consideration of the premises promised to pay the the said several sums of money on request yet he hath disregarded his promises and hath not paid the said several sum of money nor either of them nor any part thereof to the damage of the plaintiff sixty dollars and thereupon he sues by Wm C. Lawrence his atty

Urbana 8 day May 1845

J Capell Esqr Dear Sir In the case of Stillings vs Patrick on appeal in your Court I want you to issue a Subpoena for William Pushee (Preacher) & William Barnes as Witnesses for the defendant

Union Commen Phas

Stillings
vs
~~Barnesfie~~
Patrick for Pas

Filed July 2nd 1840
John Cass Jr
Clk

County atty

Union Common Pleas 1844

A. S. & T. Stillings

vs

Franc Patrick

appeal &c

Ejectment subpoena for William Huskiff (Preacher) & William Barnes Witnesses for Deft returnable forthwith

Canning Deft. atty

2d July 1844

Union Common Pleas

Jane Patrick
adm
vs
Chase
et al & Stilling

Filed April 16th 1844
John Cassil
Clerk

Carmichaelty

Union Common Pleas 1844

Isaac Patrick
adts } Plea de
$100 Shillings }

And the said Isaac Patrick by Myers & Larwin his attorney comes & defends the wrongs & injury when &c and says that he did not assume & promise in manner & form as the said Plaintiffs have above thereof complained against him & of this he the said Isaac Patrick puts himself upon the Country &c

Myers & Larwin
Defts Atty

Union Com Pleas

A. S. & T. Stillings
vs
Isaac Patrick
Sut for Wit

Filed Oct 2d 1844
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Inskeep (preacher)

to be and appear Forthwith 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, 18 , at 10~~. to testify and the truth to speak on behalf of the Defendant in a certain matter in controversy in our said Court depending: wherein A. S. & J. Stillings are plaintiffs and Isaac Patrick 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 first day of Oct A. D. 1844,

John Cassil Clerk.

A. S. & J. Stillings
vs
Isaac Patrick

Filed July 3d 1844
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm. Maskel (Preacher)

to appear before our court of common pleas of said county, at the court house, in the town of Marysville, forthwith ~~on the first day of next term, 10 o'clock A. M.~~, to testify and the truth to speak on behalf of Isaac Patrick in a certain matter in controversy in our said court depending: wherein A. S. & T. Stilling is plantiff, and Isaac Patrick 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 2nd day of July A, D, 1841

John Cassil Clerk,

A. S. & T. Stillings

vs

Isaac Patrick

Served May 22nd 1845 on the within named with
ess by Copy left at there place of residence

Service — 35
Milage — 40
Copys — 20
$0,95

Wm M Robinson
Sheriff of Ve Co

Filed May 27th 1845
John Cassil, Clk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Inskeep, (Breacher) & William Hanes

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 Isaac Patrick in a certain matter in controversy in our said Court depending: wherein A. S. & Thomas Stillings are plaintiff, and Isaac Patrick 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 10th day of May A. D. 1845

John Cassil CLERK.

Ex. Docket No. 2 page

A. S. & T. Stillings
vs
Isaac Patrick

Pltfs costs	$6,59
Writ	41
Service —	$0-35
Mileage —	25
Poundage —	1 25
	7 25

Filed Oct. 15th 1875
John Cassil, Clerk

Money made on the within and returned my fees taxed at $0.7 2/5
Oct 15th 1875 Geo. M. Robinson
Sheriff

Entered

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action of Assumpsit lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein A. S. & J. Stillings was plaintiff, and Isaac Patrick was defendant, the costs of said A. S. & J. Stillings were taxed at six dollars & fifty nine 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 A. S. & J. Stillings in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 27th day of May A. D. 1845 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for 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 10th day of October A. D. 1845

John Cassil CLERK.

Civil/Domestic Case File
Case No. 1843-CV-0029

No. 43-CV-29

Union Common Pleas Court.

Hezekiah Bates
Plaintiff,

AGAINST

Silas G Strong,
Defendant.

APR 1844

Discontinued at pltfs costs

No Record.

Journal 3 Page 208

Record No. Page

Ex. Doc. Page

his said promissory note has not been paid, the said defendant has not nor either of them, nor any part thereof, though often requested so to do, to the damage of the plaintiff fifty dollars & therefore he brings his suit,

By P. B. Cole his atty.

Union Com Pleas

Hezekiah Bates
for &c

vs

Silas G Strong

Filed August 9th 1843
John Cassil Clerk

P. B. Cole for Plff

State of Ohio,
Union County ss } Court of Common pleas ~~July~~
Term A D 1843.

Hezekiah Bates, for the use of Chester Fanner Complay of Silas G Strong in a plea of assumpsit, for that whereas, the said Silas G Strong heretofore to wit, on the 24th day of December A D 1839, at the said County of Union made his Certain promissory note in writing, bearing date, the day & year last aforesaid, & thereby then & there promised to pay, one day after date, to the said Bates or order the sum of seven dollars & 85 Cents, value Recd & then & there delivered the said promissory note to the said Bates (who sues for the use of said Fanner as aforesaid,) by means whereof, the said Deft then & there became liable to the pltiff, in the said sum of money in said promissory note, specified, for the use of aforesaid according to the tenor & effect the same, and being so liable he the said Deft in consideration thereof, afterwards to wit, on the 1st day of Dec 1842 at the County aforesaid, undertook & then & there faithfully promised to pay the amount of said note to the pltiff, for the use aforesaid, according to the tenor & effect of said promissory note, And also for that whereas the said Deft on the day & year last aforesaid at the County aforesaid was indebted to the pltiff in the sum of seven dollars, for money found to be due from the ~~pltiff~~ Deft to the plaintiff on an account then & there stated between them, And whereas afterwards to wit, on the day & year last aforesaid at the County aforesaid the said Defendant ~~promised to~~ in consideration of the premises promised to pay the said several sums of money to the pltiff, on request, yet he hath disregarded

Filed Oct 18. 1843
John Cassil Clk

Silas G Strong
ads
Hezekiah Bates for &c

And the defendant now comes and says that he did not assume in manner and form as the plaintiff has declared against him and of this he puts himself upon the country. & the plaintiff doth the like.

And the plaintiff will take notice that on the trial of this cause the defendant will give in evidence and insist that the plaintiff is now and was at the commencement of this suit, indebted to the defendant in the sum of twenty dollars for money paid by defendant to the plaintiff and at his request, & also in the sum of twenty dollars for goods sold by defendant to plaintiff and at his request and also in the sum of twenty dollars for money paid by ~~plaintiff~~ defendant to plaintiff and at his request. &c

Allison & Hall
His attys

Ex. Doc No. 2 page

Hezekiah Bates for the use of Chester Farnum

vs

Silas G. Strong

Costs — — $2.47½
Writ — — — — 41

Recd this writ apl 20. 1844

Recd of Sheff Steel $2.57
april 20. 1844 John Cossit Att
my fees paid apl 20.
1844 W W Steele Sheff

Serv 35
Mile 5
Bond 6
.46

Filed April 20th 1844
John Cossit, Clk

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 16th day of April A. D. 1844 Silas G. Strong

recovered against Hezekiah Bates & Chester Farnum

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 2,47½

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 Hezekiah Bates & Chester Farnum

you cause to be made the damages and costs aforesaid with interest thereon from the 16th day of April A. D. 1844 until paid. Also the sum of $ 41 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the ~~said~~ parties entitled thereto

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court House aforesaid, this 20th day of April A. D. 1844

Attest: John Cassil CLERK.

Filed April 20
1844 John Capoie
Clerk

Hezekiah Bates for use of Chester Farnum
vs
Silas G Strong

Clerk will issue an execution in this case for costs against said Bates.

J. Robinson, Clerk. C W B Allison Atty for Def

April 20th 1844

Hezekiah Bates
for x a
lb ⅓ Transcript

Lilas J Strong

1844

State of Ohio Union County

Hezekiah Bates for Suit sought on note
the use of
C. Fi[illegible]um
18
Silas [illegible]

Judgt.	$9.38
Summons	12½
Bates fee	[illegible]
Judg	12½
Bail Bond	25
his transcript	31¼

April 7th 1843 Summons
issued Returnable on the 11th
at 10 o'clock A M which
was returned by John Hurley
Court endorsed served & reading
fee 0.15

April 11th 1843 10½ o'clock
A M the Defendant failed to
appear it is therefore considered by me the the
Plaintiff Recover of the Defendant a Judgment
for the sum of nine Dollars thirty eight cents
and costs of Suit

C. Harmum against Silas G Str[illegible]
I W. W Woods do acknowledge my self Bail
for the Defendant for an appeal in the sum
of Fifty Dollars to be levied on my goods
and chattels lands and tenements if in case the
said Silas G Strong fails to [illegible] the Judgment
and costs and cost that may [illegible]
court Common pleas — Recognized in the
Take [illegible] and acknowledged W. Woods
[illegible] 1843 James [illegible] before
[illegible] Lowe J P

I C[illegible] the above to be a true copy
of the proceedings had before me Given
under my hand this 5th day of [illegible] 1843
James Lowe J P

Civil/Domestic Case File

Case No. 1843-CV-0030

No. 43-CV-30

Union Common Pleas Court.

Joseph Fisher
Plaintiff,

AGAINST

Robt Gamble
Defendant.

OCT 1844

Judgment Ref.

OCT 1844

Journal 3 Page 256

Record No. 4 Page 315

Ex. Doc. Page

Order

Josiah Fisher &
Mary Beard
plantiffs Costs $2.83¾
Defendents costs 93°
this transcript 31¼
$3.17¾

Filed july 6th 1843
John Cassell Clerk

Recorded

Crawford

Action common Plea

Josiah Fisher &
Mary Beard
vs
Robert Gambol

Josiah Fisher &
Mary Beard
Adm of the estate
of M Beard decease
vs
Robert Tambol
plantiff cost
Justice 41
Const 77½
witnesses $1,75

Defendent costs
Justice fees 43
Const
witnesses 50

June 1st AD 1843
Suit brought on Damages
Claimed By the plantiffs $75
June 5th 1843
Bill filed by the plantiffs
which Reads Robert Tamble Dr in
Trespass for the unlawful takin of
a hors from the posesion of the
Plantiffs on the 28th Day of April
1843 Sum Demanded for
hors $45
May 1843 for taking one pair of
limber wheels $18
June 1st 1843 summons issued
for aperance on the 5th of June 1843
at 2 Oclock P M
at the request of the plantiffs suspena
was isued for C W Hanawalt, Wm William
Burdick & John Beard
June 5th 1843 summons returned
served By reading to the Defendent
June 3d 1843 M Brown Const
fees 25 Cts.

June 5th 1843 2 Oclock P M the parties appeared
trial had C W Hanawalt, Wm Burdick & John
Fry sworn & examined for the plantiffs & James
Thompson & M Brown for the Defendant.
it is thereupon Considered By me that the plantiffs
hath no Cause of action nor claim in the
premises agaist the defendent and that the
defendent Recover of the plantiffs his costs
herein taxed at Ninty cents

State of Ohio Union County Millcreek Township SS
I do here By certify that the above is a full and true
copy from my docket of the proceedings had By and
Before me in the above cause
Signed William Hays J P

Josiah Fishmedia
vs
Robert Gamble

Praecipe

Filed October 14th
1843
John Cassil
Clerk

issued

Crawford

Union Common Pleas
To October Term 1843

Josiah Fesler &
Mary Baird Admr
of Michael Baird
vs
Robert Gamble

In Trespass

The clerk of Union
Common Pleas will
issue subpoenas for William Burdick
Christopher Hanawalt Pltff witnesses
in the above case
October 6th 1843

John Guy also wanted

Jas W Crawford
Pltff Atty

Union Com Pleas

Hutchison & Beard admrs
of M Beard dec'd
vs
Robert Gamble

Pltff Writ

Served by Certified
Copy Sept 30. 1844
W. W. Steele Shff

Serv 35
Mile 40
Copy 10
$.85

Filed Oct 1st 1844
John Cassil
Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James Bell and that he bring with him his docket.

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 admrs of Michael Beard dec^d in a certain matter in controversy in our said Court depending: wherein John Hutchisson and Mary Beard admrs of Michael Beard are plaintiffs and Robert Gamble 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 27th day of September A. D. 1844,

John Cassil, Clerk.

Union Com Pleas

Josiah Fisher &
Mary Beard adm^x
of Michael Beard
vs } In Trespass
Robert Gamble

Sum writ-
Served by Copy on Joh
Guy Oct. 16. & by reading
to Wm Bmdick & Chris
-topher Hannawalt
Oct. 17. 1843.
W. W. Steele Shff

Serv 37^2
Mile 50
Copy 10
.97^2

Filed Oct. 17th 1843
John Cassil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Burdick Christopher Hanawalt and John Guy

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 Plaintiffs in a certain matter in controversy in our said Court depending: wherein Josiah Fisher & Mary Beard Admr of Michael Beard are plaintiffs, and Robert Gamble is defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 14th day of October A. D. 1843,

John Cassil

Clerk.

at Union County aforesaid take and carry away the said timber which the property of the said Pltff as Administrator as aforesaid the other farming and being of great value of the of twenty five dollars and converting the same to his own use to wit to the use of the said Dft and that hitherto refused and still does refuse to restore the same to the said Pltff Administrator as aforesaid against the peace and to the damage of the said Pltff as administrator aforesaid and to the damage of said estate to wit one hundred dollars and therefore upon his suit &c

By Isaac Crawford Jr
Atty for Adm

Union County Pleas
July Term 1843
— — —
Isaac Pistor Ctl
Adm &c
vs
Robert Faulkner
— — —
Plea
Filed May 28th 1843
John Eagle Clk

Dr clerk

Recorded

Crawford

Union Common Pleas

July Term 1843

Josiah Fisher and Mary Beard Administrators of the estate of Michael Beard Dec^d complains of Robert Gambol in a plea of trespass for that whereas the said Josiah Fisher and Mary Beard as administrator aforesaid on the 29th day of April 1843 was lawfully possessed of a certain horse of great value to wit of the value of twenty five dollars the property of said intestate and being so possessed the said Defendant well knowing the premises did on the 29th day of April AD 1843 at Union County aforesaid with force and arms take and carry away the said horse of the said Plffs as Administrators as aforesaid then and there found and being, of great value to wit of the value of twenty five dollars and converted the same to his own use to wit to the use of said Def^t and has hitherto refused and still does refuse to restore the said horse to the said Administrators Plffs as aforesaid against the peace and to the damage of the said Plffs as administrators as aforesaid and to the damage of the said estate to wit twenty five dollars &c

And also for that the said Josiah Fisher and Mary Beard Administrators of the estate of Michael Beard Dec^d complains of Robert Gambol in a plea of trespass for that the said Josiah Fisher and Mary Beard Adm^rs aforesaid on the 1st day of May 1843 was lawfully possessed of one pair of timber Wheels of great value to wit of the value of twenty five dollars the property of said intestate and being so possessed the Defendant well knowing the premises did on the said 1st day of May AD 1843 with force and arms

Union Com Pleas

Hutchison & Beard
Admrs

vs

Robt Gamble

Precipe

Filed Sept 27. 1844
John Cassil Clerk

Sept 23rd 1844

Mr Cade I want a subpoenas for Esqr Bells docket. Issue for him compelling him to bring his docket and attend on next court of common pleas in as witness in favor of the Estate of Michael B[illegible] Dec against Robt. Gambol

Yours in haste

J Ann Hutchison

execution issued same day ~~January 7th 1843~~ execution
returned January 7th 1843 no sale for the want of bidders
R Gamble const execution issued January 13th 1843
execution returned febuary 13th no sale for want
of bidders one hors and timber wheels taken one execution
The said hors was apraised at $50 and timber wheels
at $12 James Thompson Christopher Hannawalt
John Deck apraisors no charge advertising 25 cts
~~milage 10 cts~~ R Gamble const
vendition exp issued febuary 13 1843 march 14th 1843
I return the within no sale for want of bidders
on vendition expenses advertising 25 cts milag 10 cts } R Gamble constable

vendition issued april 29 1843 this vendition 12½ cts
vendition exp return may 19th 1843 not sold for want
of bidders advertising 25 cts milage 15 cts
keeping 14 days three dollars M Brown
const vendition exp issued may 19th 1843 to
M Brown const return June 3 1843
property not sold for want of bidders
const fee Advertising 25 cts milage 20 cts
keeping 14 days two dollars $2-45 cts
vendition expenses issued to martin Brown
constable June 3 day 1843

I do hereby certify the foregoing to be a true
transcript in substance from my docket
June 9th 1843 James Bell J P

Filed Oct 1st 1844
before
Clerk

State of Ohio Lawrence county mill creek
Town ship at a note of hand as folows on or
before the first day day of april
1841 I promis to pay to peter hoover
thirty dollars for value receive
this 29th day of march 1840

M-D. Story
vs
Michael Beard
Debt and intrest
D 31-93 cts

michael Beard
the D bove note signed to m D
Story July July 29-1840

judgment 0-12c
bail bond 0-25
execution 25
vend exp 12c
execution 1-25

april 25 day 1842 Came michael
Beard and confest judgment against
him self for the sum of thirty one dollars
and ninty five cents in favor of m D
Story it is thare fore considered that the
plantiff afore said recover the sum afore
said of the defendant afore said together
with costs of suit and intrest
James Bell J P

Cons fee
on execution
55 cts
on vend exp
25 cts
on execution
55 cts

in the action of m-d- story J Seymour
Wilkins do acknowlaege my self bail for
michal Beard for stay of execution in the sum
of thirty two dollars and thirty two cts to
be levid of my goods and chattles lands and tenim
ent if default be made in the condition folow
ing which is that the said michal Beard
shall pay the amount of the judgment rend
red in the action aforesaid together with the
intrest and costs and costs that may accrue
Seymour Wilkins
Signd and acknowladged this second day of
may AD 1842 before me James Bell J P
execution issued oct 8th-1842 execution ret
urned november 8th-1842 levid on one hors not
sold for want of bidders R Gamble const
vendition exp issued november 9th 1842 vend
tion returned Dec 12th-1842 no sale for the want
of bidders R gamble const

Admrs of M Beard
vs
Robt Gamble
Agreement of
Compromise

Filed Oct 2d 1844
John Cassil Clerk

Recorded

Union Common Pleas
October Term 1844

Michael Baird
by Administrator
vs
~~Robert~~ John Gamble } Trespass

In this case it is agreed between the counsel that said Gamble in the lifetime of Baird had and execution in his hands against Baird and levied upon one horse and one pair of timber wheels which property was offered for sale and returned not sold for want of bidders and left in the hands of Baird without bond shortly after Baird died and the property fell into the hands of the administrators & appraised and returned in the schedule as assets in their hands in the Mean time Gamble went out of Office as constable his time having expired and after the expiration of his term without process of law seized the ~~property~~ horse out of the hands of the administrators and after seizing it procured a vendi and placed it in the hands of a constable and had the horse sold and has permitted the timber wheels to remain in streets exposed to the weather untill they have become worthless the horse was appraised at $45.00 and the timber wheels at $12.00 by the appraisers of the estate - it is suggested that the vendi was ordered out by the Plff

J. Dillon for
Atty for Plff

C. N. Allison Atty
for Def

5th That said Count concludes to the damage of but one person, while said declaration in the commence= ment purports to be filed by two,

6th said Declaration is informal and defective in divers others points and particulars.

Pltff Allison & Hall
his Attys

In Union Common Pleas

Robert Lamb
&c
Josiah Fishburne et al

Demurrer

Recorded

Filed Oct 4th 1843
John Cofriel Clk

Allison & Hall

Robert Gambol
Ads
Josiah Fisher & Mary
Beard, Administrators &c

Union Common Pleas

And the said Robert Gamble comes and says that the said plaintiffs ought not to have their action aforesaid against him, because he says that the declaration aforesaid, and the matters therein contained, are not sufficient in Law to maintain the action aforesaid, and that he is not bound by law to answer the same: wherefore he prays judgement, and that the said plaintiffs may be barred of their said action against him.

And for causes of demurrer the said Robert Gambol shows to the Court here the following, to wit,

1st The said plaintiffs in said declaration do not state positively that they are administrators of the estate of Michael Beard, - They do not bring, nor offer to bring into Court here their letters of administration duly granted &c.

2nd Said declaration is defective in the venue to wit, it does not ~~state~~ mention the State, in which the property is said to be taken by the defendant, nor does it mention the State in the commencement (or title) of the declaration.

3rd Said declaration in the commencement purports to be filed by two persons as plaintiffs, to wit, Josiah Fisher & Mary Beard, and in the conclusion it shows but one, to wit, "and thereupon he sueth."

And also to the first Count in said declaration the defendant shows for demurrer.

4th In said Count, the injury is stated by way of recital to wit, "for that whereas", - when it should be stated directly and positively.

And also to the second Count in said declaration the defendant shows for demurrer.

Union Common Pleas
July Term 1843

Josiah Fishburn et al
vs
Robert Gamble

Assumpsit

Recorded

Filed May 9th 1844
John Cassil Clerk

Cost bill made
Recorded in Vol 4
pages 315. 16. 17. 18 & 19 Com
Pleas Records
Cassil Clerk

1844
Crawford

The State of Ohio }
Union County } Union Court of Common Pleas
July Term AD 1843

Josiah Fisher & Mary Baird Administrators of Michael Baird Dec^d complains of Robert Gamble in a plea of trespass for that heretofore to wit on the day of AD.

the said Josiah Fisher and Mary Baird at a Court of Common Pleas held at the court house in the town of Marysville in said county on the day and year last aforesaid were duly appointed Administrators of the estate of Michael Baird late of said County Dec^d and letters of Administration then & there duly issued to them by the order of said Court and Now to the Court here shown - by virtue of which appointment and as such Administrators aforesaid was on the 29th day of April 1843 lawfully possessed in their right as aforesaid of a certain horse creature of great value to wit of the value of seventy five dollars being a part of the personal property and assets of the said Michael Baird Dec^d and part of the assets in the hands of said Plffs as Administrators as aforesaid and being so possessed said Deft well knowing the premises did on the said 29th day of April 1843 at the County of Union aforesaid with force and arms and against the peace and rights of said Plffs as administrators take and carry away the said horse creature being the property of the said Plffs as adm^rs as aforesaid then & there found and being of great value to wit $75,00 and converted the same to his own use or otherwise detained said horse from the possession of the Plffs Adm^rs as aforesaid and hath hitherto wholly refused and still does -

refuse to restore the same to the Plffs admr as aforesaid against the peace and to the damage of said Plffs as admr and to the damage of said estate to wit twenty five dollars &c

And also for that the said Lasiah Fisher and Mary Beard Administrators as aforesaid on the 1st day of May 1843 at the county of Union aforesaid was lawfully possessed of in their right as administrators as aforesaid of one pair of timber wheels of great value to wit of the value of twenty five dollars being a part of the personal property of the estate of said Michael Beard and part of the assets in the hands of the Plffs as admrs as aforesaid and being so possessed the Deft well knowing the premises and intending and contriving to injure and defraud the said Plffs as administrators and to injure and defraud said estate did on the said 1st day of May AD 1843 at the county of Union aforesaid with force and arms and against the peace and rights of the Plffs Admrs as aforesaid take and carry away the said timber wheels then and there being the property of said administrators of great value of the value of twenty five dollars and converted the same to his own use or otherwise detained the same from the possession of the Plffs as admr as aforesaid and hath hitherto refused and still doth refuse to restore ~~the same~~ timber wheels to the Plffs admr as aforesaid against the peace and to the damage of the Plffs as admrs and to the damage of the said estate to wit ~~twenty five dollars~~ twenty five dollars &c

And for that the said Plffs admrs as afore-said on the said 29th day of April 1843 at the County of Union aforesaid as administrators aforesaid was possessed of in the right as admrs and as a part of the personal property of the estate of said Michal Beard late Decd and as part of the assets in their hands as such admrs one other horse creature of great value of the value of $75.00 and being so possessed the said Defts well knowing the premises and fraudulently intending and contriving to injure and defraud the said Plffs in their rights as admrs and to injure and defraud said estate did on the said 29th day of April 1843 at the County of Union aforesaid with force and arms take and carry away said horse creature then & there found and being the property of said Plffs as administrators of great value to wit $75.00 and converted the same to his own use or otherwise detained the same from the possession of the Plffs as admrs as aforesaid, and hath hitherto refused and still does refuse to restore the same to the Plffs as admrs as afore-said Against the peace and to the damage of the said Plffs as admrs and to the damage of said estate to wit one hundred dollars and therefore they sue

By Nathl Crawford
their Atty

Civil/Domestic Case File

Case No. 1843-CV-0031

No. 43-CV-31

Union Common Pleas Court.

Elijah Stokes
Plaintiff,

AGAINST

William Norvil,
Defendant.

Sept. 1843.

Judg vs Defendts,

Journal 3 Page 156

Record No. 4 Page 214

Ex. Doc. 1 Page 298

State of Ohio Union County ss
I do hereby certify that the written is a true and
accurate Discription of the proceedings had by
me before me in the [redacted] written cause
July 5th AD 1843 Edward Westbrook J P (Seal)

Elijah Stoker
Assignee of
John Hedley
vs
Wm Novicoff
Debt $35.27/100
Cost ... 1853

Filed July 6th 1843
John Cassil
Clerk

Recorded

Elijah Stoker
Assignee of
John Hetley
vs
Wm C Noriel
Debt $35 27/100
Plaintiffs cost
judgment 12½
Defendants cost
Execution 25
Court fees 65
Execution 25
Court fees 30
Transcript 31¾
1.85¾

Bill of Particulars and Note filed
Damage Claimed $40 00/100
Suit brought on a Note of hand for $31 65/100
) thirty one Dollars & sixty five cents Due
Eleven Months after date and dated and signed by Defendant
dated November 22nd 1839 payable to
John Hetley or bearer and Endorsed September
4th 1840 for value Recd I sine the within
note John his mark Hetley

September 5th AD 1842 This day came the
Defendant William Noriel without process
and confest that the above Note is just and
Request me to enter judgment for the same
It is therefore considered by me E W Preston
a justice of the Peace of the Township of Liberty
Union County Ohio that the Plaintiff Recover
of the Defendant the sum of Thirty five
Dollars & twenty seven cents & his cost herein
taxed at three dollars cents
Execution Issued to Const Thurston Sept.
the 5th 1842 Execution Returned Endorsed
Sept 22nd 1842 By virtue of the within Writ
Levied on one Red & White Oxen Oct 4th 1842
The above property sold to David Warner for
One Dollar mileage 10 service 10 Levy 20
AD 25 cts my fees retained: David Thurston Const
Execution Issued to Const Thurston Oct 5th 1842 Writ
Returned Endorsed Oct 22nd 1842 No property found whereon
to Levy mileage 10 service 10: David Thurston Const
But is suggested to me that the Defendant has Land & tenements

union common Pleas

Slater
vs
Norviel

Sieri facias on suggestion

Served by Certified
Copy July 7. 1843.
W. W. Hale Sheriff

Service — .35
Mile — — 75
Copy 15
1.25

Filed july 8th 1843
John Capsil Clerk

Cost bill made

Recorded

State of Ohio Union County ss

To the Sheriff of said County: Greeting

Whereas Elijah Stokes assignee of John Hexley recovered a judgment before Edward W. Inskeep one of the justices of the Peace within and for said County of Union for the sum of thirty five dollars and twenty seven cents damages and twelve cents costs against William Norvell on the 5th day of Sept. 1842 upon which said judgment an execution was issued by the said Edward W. Inskeep and returned no goods found whereon to levy: and it having been suggested to the said Edward W. Inskeep that the said William Norvell is possessed of lands and tenements, as to us appears by a transcript of the said judgments and proceedings filed in our Court of Common Pleas within and for our said County of Union — We therefore command you that you make known to the said William Norvell to appear before our said Court of Common Pleas forthwith to shew 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 and there this writ

Witness John Capsil Clerk of our said Court at the Court house in Marysville this 6th day of July A. D. 1843

John Capsil Clerk

Received this writ Sept 20th A.D. 1845 —
Returned by order of the Plaintiff —
Fees — Mr Robinson Sheriff

Union Comm Pleas 1,56

Wm Stokes Exor &c

v

Nathanl. Norvell

Judgement.	$295.40
Penalty	14.77
Costs — —	28.20
Writ	.41
Service —	$0.35
Mileage — —	.75
	$1.10

Filed Oct 27 1845
John Cassil Clk

entered

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

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

Wm Stokes Ex: &c

recovered against Nathaniel Norvall

as well the sum of Three hundred & Ten — — — dollars and Seventeen cents, for his damages + Penalty, as the sum of $28.20 for his cost and charges in that behalf expended, as of record is manifest, and which was remanded to the Court of Common Pleas for Execution. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Nathaniel Norval you cause to be made the damages and costs aforesaid with interest thereon from the 19 — day of July — A. D. 1845 until paid. Also the sum of $ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said William Stokes Ex: &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 20th day of Sept: A. D. 1845

Attest John Cassil CLERK.

Ex. Doc. No. page 37

Elijah Stables assignee

vs

Wm Norvil

Damages	$35 27
L. P. Costs	1 85
Court Co	11 04
Writ —	41

Rec'd August 30. 1843.

Serv	35
Mile	60
Inquest	1.00
Adjgmt	.10
Sheff Fee	2.05
Appraisers	1.50
	$3.55
	52.12

Filed Oct 17. 1843.
John Cassil Clk

Seized ~~this day~~ Sept 14. 1843. when ten acres of land survey, No 12399, 12402, 12395, 10427, & 10428 the said ten acres in a square form out of the North East Corner of the land now owned by the said Norvell being a part of that tract conveyed by James Gallow and wife, which conveyance is a Record in the recorders office of Union County to which, reference is had for more particular description, appraised the same, Sept 15. 1843 by the oath of Geo W. Inskeep John Spain & M Weatherby at $8.30 pr acre, not sold by order of Sheff, atty, M M Steele Sheff. U.C.O.

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marrysville on the fifth day of July A. D., 1843 Elijah Stokes assignee of John Hexley recovered an award of Execution against the lands of William Norvil ~~recovered against~~ upon a judgment rendered against said Norvil in favor of said Stokes by E. W. Mckeek J. P. on fifth day of September A. D. 1842 for the sum of thirty five ~~as well the sum of~~ dollars ~~dollars~~ & twenty seven cents damages & 71,85 costs. ~~and~~ ~~cents, for~~ and also ~~damages, as~~ the sum of $ 11,04 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded that of the goods and chattles, and for want thereof, of the lands and tenements of the said William Norvil

you cause to be made the damages and costs aforesaid with interest thereon from the fifth day of Sept A. D., 1842, until paid. Also, the sum of $ 41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Elijah Stokes assignee &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 30th day of August A. D., 1843.

Attest:

John Cassil CLERK.

Ex Docket No 2 page 81

Elijah Stokes, assignee
vs
William Morrill

Damages	$ 35.27
Costs	12.89
Increased Costs	3.96
Note	41
Advertising —	$00.25
Mileage —	00.5

Wm M Robinson
Sheriff

Filed April 11th 1846
John Cajori Clerk

Advertised

Received this writ March 7th A D 1846 -
I advertised the within described real Estate in the Eaglet a paper published and in general circulation in the County of Union, for sale on the 13th day of April A D 1846 at the door of the Court House in said County between the Legal Hours of 10 o'clock A M - & 4 o'clock P M - for more than Thirty days previous to the said 13th day of April 1846

April 13th 1846 - I offered the within described real Estate for sale, not sold for want of bidders — Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of William Novil, to wit; ten acres of land part of surveys No. 12397, 12402, 12395, 10427 & 10428; the said ten acres is in a square form out of the North East corner of the land now owned by the said Novill being a part of that tract conveyed by James Galloway & wife which conveyance is on record in the Recorder's office of Union County to which reference is had for a more particular description

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 Elijah Stokes &c

the sum of thirty five

dollars and twenty seven cents, for his — — — —

damages, together with $12,89 for his costs, with interest thereon from the 5th day

of Sept. A. D. 1842 until paid, which late in our said Court the said plaintiff

recovered against the said Defendant — — — — —

as of record is manifest. Also, $ 3,96 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 pltff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 5th day of March A. D. 1846.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0032

No. 43-CV-32

Union Common Pleas Court.

Andrew Keys, Plaintiff,

AGAINST

James Snodgrass, Defendant.

July 1843.

Judg vs Defendt

$260.49

Journal 3 Page 152

Record No. 4 Page 212

Ex. Doc. 1 Page 317.

Union Com Pleas

James Snodgrass
vs
Plea
Andrew Hughes Adm

Filed July 8. 1843
John Cofil
Clerk

Recorded

James Snodgrass
vs
Andrew Reyes admr
&c

Mercer Com Pleas
July term 1843

And the said James Snodgrass now comes in his own proper person and waives the issuing and service of process and accepts a declaration and for plea to the said declaration says that he cannot gainsay or deny his indebtedness to the plaintiff as charged against him but admits the same and confesses judgment in favor of the plaintiff as charged in the sum of two hundred and sixty dollars his debt and the further sum of forty nine dollars his damages by reason of the detention thereof for which said sums he allows judgment now to be rendered and also for the costs necessarily expended herein

James Snodgrass

Union Com Pleas

Andrew Hayes & ux
vs } Dec
James Snodgrass

Debt 260 $
Dam 49. $

filed July 8. 1843
John Cassil
Clerk

Cost bill mailed

Recorder

Union Com Pleas

Andrew Hayes & ux
vs } Dec
James Snodgrass

Debt 260 $
Dam 49 $

filed July 8. 1843
John Cafferel
Clerk

Cost bill omitted

Recorded

State of Ohio
Union County ss } Union Com Pleas July term 1843

Andrew Keyes adm'r with the will annexed of Mary Wheeler late of this County but now deceased Complains of James Snodgrass for that whereas the said Deft on the 18th day of September A.D. 1839 at the County aforesaid made his promissory note in writing and then and there delivered the same to the said Mary by which said note the said Defendant promised to pay to her on the first day of April 1840 two hundred and fifty dollars to the said Mary or order by means whereof the said Defendant then and there became liable to pay to the said Mary the said sum of 250 $ in the said note specified according to the tenor and effect thereof and also for that whereas the said Deft on the day and year last aforesaid at the County aforesaid made his certain other promissory note in writing sealed with his seal and now to the court here shown and then and there delivered the said note to the said Mary Wheeler by which said note he the Defendant promised to pay the said Mary Wheeler or order the further sum of two hundred dollars with interest on the first day of April 1841 which period has now elapsed by means whereof the the said Defendant then and there became liable to pay to the said Mary Wheeler the said sum in the said promissory note specified according to the tenor and effect thereof yet the plaintiff in fact saith that the said Defendant (altho often requested so to do) did not pay the said sums of money in the said notes specified in manner aforesaid nor either of them nor any part thereof nor otherwise howsoever to the said Mary Wheeler in her life time nor to the plaintiff since her death whereby an action hath accrued to the plaintiff to demand and have from the said Deft the said sums of two hundred and fifty dollars and two hundred dollars with interest in the said notes specified and thereupon he sues by Wm C Lawrence his atty

Union Com Plea

Andrew Keyes Admr

vs

James Snodgrass

Debt, -	$ 260.00
Damages	49.00
Costs	7.41
This Writ	.41
Sheff. Serv 35 Mil 35 Rend 50	1.20

Rec'd my fees, in full
W. W. Steele

also the

Filed Sept 23. 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 Fifth day of July A. D., 1843 Andrew Keyes Administrator with the will annexed of Mary Wheeler

recovered against James Snodgrass

as well the sum of Two hundred and sixty ~~for his~~ debt, and forty nine dollars ~~and~~ ——— ~~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 chattles, and for want thereof, of the lands and tenements of the said James Snadgrass

you cause to be made the Debt damages and costs aforesaid with interest thereon from the Eighth day of July ——— A. D., 1843, until paid. Also, the sum of $ the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Andrew Keyes Administrator with the will annexed of Mary 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 twenty fifth day of August A. D., 1843.

Attest:

John Cassil Clerk.

Recd of Mr. W. Steele Sheriff of Union County Ohio in trust for safe keeping two horses, one Cow, 1 yearling heifer, 6 head of Hogs, 8 head of Sheep, to be delivered whenever demanded to satisfy an Execution in favor of Andrew Keyes adm, &c, vs James Snodgrass, — Aug 25. 1843. — 2 Stacks of Hay on the West Side of the Meadow & undivided half of 1 ½ Acre of Corn in the field, (in addition to the above property), also 4 Sugar Kettles

James Snodgrass

Filed August 25. 1843
John Cassil Clerk

Andrew Kegg adm
vs
James Snodgrass

Judgment in the Morrow Com Pleas
July Term 1843

issue execution that the Judgment and costs may be made in this case to the Sheriff of this County

Wm C Lawrence
a C for Pltff

Clk Com Pleas

Civil/Domestic Case File

Case No. 1843-CV-0033

No. 43-CU-33

Union Common Pleas Court.

John Deck Plaintiff,

AGAINST

Samuel Walley Defendant.

MAY TERM. 1845

JUD'G VS PLAINT'F

Journal 3 Page 280

Record No. No Record. Page

Ex. Doc. Page

Union Com Pleas

John Deck } precipe
vs } Affidavit
Samuel Walley

Filed July 25th 1843
John Cassil
Clerk

Cost bill made

John Dick
vs
Samuel Wolley

Union County Court of
Com Pleas for October term
1843
In Replevin Damages 100$

Issue a writ of Replevin for the
recovery of one yellow Bay mare about 8 years
old large white spot on the forehead and
white on the lower parts of the hinder legs
of the value of 50.$. Returnable on the
first day of next term by Wm B. Lawrence
atty for Plff

State of Ohio
Union County ss

John Dick being duly
sworn says that he has good right to the
possession of the goods described in the above
precipe and that she is wrongfully detained
by the defendant and that said goods were not
taken on execution on any judgment against
the said plaintiff nor for the payment of any
tax fine or amercement assessed against
the said plaintiff nor by virtue of
of any writ of replevin or any other mesne
or final process whatsoever issued against
said plaintiff

John Dick

Sworn to before me this 25th day of July 1843
John Cassil Clerk
per James M. Millington Deputy

Union Common Pleas

John Deck
vs
Samuel Weller

This writ Returned
By order of Plaintiffs
July 27th 1843
A Irvine Atty
Shriff

Filed July 27th 1843
John Capit
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 John Deck the goods and Chattels following to wit: one Yellow Bay mare about 8 years old a large white spot on the forehead and white on the lower parts of the hinder legs of the value of 50 $ which Samuel Walley wrongfully detains from the said John Deck as is said. And also that you summon the said Samuel Walley to appear at the next Term of our Court of Common Pleas to be held within and for the said County of Union. to answer unto the said John Deck for the unlawful detention of the goods and chattels aforesaid. Damages one hundred Dollars. and have you then there this writ

Witness John Cassil Clerk of our said Court this 25th day of July AD 1843

John Cassil Clerk

Civil/Domestic Case File

Case No. 1843-CV-0034

No. 43-CU-34

Union Common Pleas Court.

Jacob Taylor,
Plaintiff,

AGAINST

David Chapman
Defendant.

MAY TERM. 1845

JUDGMENT VS DEFENDANT
$20-00

Journal 3 Page 301

Record No. 4 Page 337

Ex. Doc. Page

Mason Com Pleas

Jacob Zaytor
vs
David Chapman
Precipe

Filed July 27th 1840
John Cassidy Clk

Recorded

Jacob Taylor
vs
David Chapman

For Union Com Pleas to
Oct term 1843
In Replevin
Damages 50 $

Issue a writ of Replevin returnable to next term endorse suit Brot to recover possession of one Bay mare two years old last grass of the goods and chattels of the plaintiff and from him wrongfully detained by the defendant valued fifty dollars By Wm C Lawrence atty for plaintiff

State of Ohio
Union County ss

Personally appeared the above named Jacob Taylor and made oath that he has good right to the possession of the above described goods and chattels and that they were wrongfully detained from him by the said David Chapman and that they were not taken on an execution or any judgment issued against him nor for the payment of any fine tax or amercement assessed against him nor upon any writ of Replevin or other mesne or final process whatsoever issued against him

and further saith not

Jacob Taylor

Sworn to and subscribed this 27th day of July 1843

John Cajie Clerk

D. Chapman
Ads
Jacob Taylor

Precipe for Sub

Filed June 10. 1844
John Cassil
Clerk

Issued June 10. 1844
John Cassil
Clerk

David Chapman
vs
Jacob Taylor } In Replevin

Union Com Pleas

Issue a Subpoena for the following witnesses — Wm Cooperider & Sayer, M Chapman — J C Chapman — J Chapman — J Irwin — Wm Clary John Gray J Irwin & C Jennings J Cooperider, to appear at the next Term of said Court on behalf of the defendant.

June 10th 1844.

P D Beale Atty for Deft

Union Com Pleas

Jacob Taylor

vs

David Chapman

Suit for Writ

Serv — 1.12½
Serv — .60
Copies . 30
2.02½

Filed September 23. 1844
John Cassil Clerk

Leave by Certified Copies a. J. G. Chapman
B. Patterson & David Lunkard Sept. 21. 1844
The rest not found

B. W. Stuck Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Lawson Calhoun, Barnabas Patterson Silas Q Chapman James H Brittingham James Calhoun R Edgar, Joseph Converse John Craig, and David Lambert

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~~ third day of next Term, 8 o'clock, A. M. to testify and the truth to speak on behalf of the Plaintiff ——— in a certain matter in controversy in our said Court depending: wherein Jacob Taylor is plaintiff, and David Chapman is defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 20th day of Sept A. D. 1844,

John Cassil, Clerk.

Union Com. Pleas

David Chapman
adm & Plea

Jacob Taylor

Recorded

Filed Jan 4 D 1844
John Cafoil Clerk

By P. B. Cole

David Chapman
vs
Jacob Taylor } In Replevin

And the said David Chapman comes & defends &c. and that he does not wrongfully detain the goods & chattles specified in the declaration, or any part thereof, in manner & form as therein alleged, & of this he puts himself upon the Country, &c. & the said Jacob doth the like

P. B. Cole Atty for Deft.

The plaintiff is hereby notified that the said Defendant will, on the trial, of this cause set & prove, that at the time when the wrongful detaining of the said goods & chattels in the declaration mentioned is supposed to be, the property in the same goods ~~& chattels~~ chattels ~~was~~ was in him the said David Chapman & not in the said Jacob Taylor.

P B Cole Atty for Dft.

Served by reading to A. C. Jennings & J. N. Evans, June 10. 1844 & by copy on Mr Coopland & S. C. Chapman

S. C. Chapman under Milla Chapman & S. C. Chapman & by reading to Joshua Chapman & James Ewing

June 17. – H. S. Carey & Joh Gray not found

M. M. Steele Sheriff

union Com Pleas

Jacob Taylor

vs } Subpoena

David Chapman

Witnesses

Ser –	1. 37½
Mile	60
Copies –	50
	2. 47½

Filed June 18, 1844

John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm Cooperider, L Sager, N Chapman, J N Chapman, J Chapman, J Ewing, H. S. Cary, John Gray, J. M. Evans, A. C. Jennings, & J Cooperider

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 David Chapman in a certain matter in controversy in our said court depending: wherein Jacob Taylor is plantiff, and David Chapman is defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ, Witness John Cassil, clerk of said court at the court house aforesaid, this Tenth day of June A, D, 1844

John Cassil ——Clerk,

Personally served the within upon all the within named ~~w~~ witnesses

May 29th 1845

Daniel Chapman

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Wm Cooperider L. Sager M. Chapman, J. E. Chapman, J. Chapman, James Irwin, H. S. Cary, J. Cooperider, Jame Guy ~~Paul Bunkle~~ Smith Brown & Dwore Burnham

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the ~~first~~ Third day of next Term, at 9 o'clock A.M. to testify and the truth to speak on behalf of David Chapman in a certain matter in controversy in our said Court depending: wherein Jacob Zaylor is plaintiff, and David Chapman defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, ~~JAMES H. GILL~~ John Capel, Cerk of our said Court, at the Court-House aforesaid, this 21st day of April A.D. 1845.

John Capel *Clerk.*

action on Plea

Jacob Taylor
vs
David Chapman

Served May 29th 1845 by reading to E O Carter
J Bain &
Thomas Turner
John Turner not found

Serve - - $0 37½
Mileg - - 5
$0,42

M Robinson
Sheriff

Filed May 29th 1845
John Lafoe, Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thomas Turner, John Turner

E. O. Carter, & J. Bain

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.~~ for thirtt to testify and the truth to speak on behalf of Jacob Zaylor in a certain matter in controversy in our said Court depending: wherein Jacob Zaylor, is plaintiff, and David Chapman 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 29th day of May A. D. 1845

John Cassil CLERK.

J. Taylor

vs

D. Chapman

Deft's Witness

May 16th 1845 Served on F. M. Evans by reading.
May 26th 1845 Served on G. G. Chapman by reading
Served by reading to the remaining Witnesses.
May 29. 1845.

Service -- $1.25
Mileage -- .60
$1,85

Wm. M. Robinson
Sheriff

Filed May 29th 1845
John Capsil, Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Lawson Calhoun, Barnabas Patterson, James W. Evans, James H. Brittingham, James Calhoun, R. Edgar, Jasper Converse, John Crage & David Lumbard. Silas Chapman

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the ~~Sixt~~ third day of next Term, at ~~10~~ 8 o'clock, A. M., to testify and the truth to speak on behalf of Jacob Taylor in a certain matter in controversy in our said Court depending: wherein Jacob Taylor is plaintiff, and David Chapman 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 16th day of May A. D. 1845

John Cassil CLERK.

Union Com Pleas

Jacob Taylor

vs

David Chapman

Sub for Wit.

Sev	1.25
Mile	.60
Copies	50
	2.35

Filed September 23. 1844
John Cassil Clerk

Served by reading to the Corporation
J. E. Chapman & Chapman & by leaving a
Q. Sagar M. Chapman & Corporation under
Ewing & Co. Jennings
F. R. Evans notions
Received 21. 1844 C. H. Scary
F. R. Evans notions
Received ay D. Ogden & H. S. Conover
by receiving D. Ogden
D. Ogden

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Cooperider, L Sager, M Chapman J.B. Chapman, J Chapman, J Irving, H.S. Cary J.W. Evans, A.C. Jennings & J Cooperider

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~~ third day of next Term, 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain matter in controversy in our said Court depending: wherein Jacob Taylor

is plaintiff, and

David Chapman 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 20th day of Sept A. D. 1840,

John Cassil

Clerk.

Union Common Pleas

Jacob Taylor

vs

David Chapman

Subp for Witness

Serv	12
Mile.	60
Copy	10
	82

Filed April 17. 1844
John Cassil Clerk

copy ~~March~~ 4.

Issued by certified copy — Jasper Conner
Apl. 10. 1844.
W. W. Stockhoff

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Jasper Converse

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

Jacob Taylor - - - - - is — plantiff, and
David Chapman is — defendant.

And this he shall in no wise omit under the penalty of the law; and have then there this writ, Witness John Cassil, clerk of said court at the court house aforesaid, this fourth day of April A, D, 1844

John Cassil Clerk,

Union Common Pleas

Jacob Taylor
vs
David Chapman

Service —	1.37½
Mile —	.60
Copies —	.20
	2.17½

Filed March 21st 1844
John Cassil Clerk

Service by reading to James M. Cavers & Ab Jennings March 16. 1844 to Miles Chapman March 16 to D. Sagar, & E. Chapman & Chapman for Cotpreide March 20. by copy a W Cotpreide & James Cavers March 20. 1844 Joh Gray & Henry Scarry not found March 21. 1844

W. W. Steele Sheriff

A.b. Jennings demanded his fee

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Cooperrider, Lafayette Lager, Milton Chapman, J. C. Chapman, Israel Chapman, James Irvin, Henry S. Gary, John Gray, Jas W. Evans, A. C. Jennings, & John Cooperrider 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~~ at 9 o'clock, A. M. to testify and the truth to speak on behalf of David Chapman in a certain matter in controversy in our said Court depending: wherein Jacob Taylor is — — — — — — — — — — — — — plaintiff, and David Chapman 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 2nd day of March A. D. 1844,

John Cassil Clerk.

Union Com Pleas

Jacob Taylor
vs
David Chapman

Sum for Witnesses

Fees —	1.12½
Mile —	.75
Copies	.90
	2.77½

Filed July 5th 1844
John Carrel Clerk

Served by certified copy on Jas Brittingham
June 19. Daniel Lambert, Jas Calhoun
Silas Chapman, Sarah Conners, B. Patterson
June 25. 1844. & Richd Edgar. June 26.
Jos Cuyo. Lawson Calhoun Aug 1st 1844
M. M. Steele Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Lawson Calhoun, Barnabas Patterson, Silas Chapman, James H. Boitinghan James Calhoun, R Eagar Joseph Converse John Crego David Lumbert

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 Jacob Taylor in a certain matter in controversy in our said Court depending: wherein Jacob Taylor is plaintiff, and David Chapman defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the court house aforesaid, this 12th day of June A. D. 1844,

John Cassil Clerk.

Union Com Pleas

Jacob Layton
vs
B Chapman
Pr for writ

Filed Sept 20. 1844
John Cassil Clerk

Issued Sept 20. 1844
John Cassil
Clerk

Jacob Yaxton
vs
David Chapman } Replevin

Lawson Calhoun Barnabas Paterson Silas G Chapman James H Brittingham James Calhoon R. Edgar Jos Converse John Crago and David Lombard are wanted on the above case as witnesses for the 3rd day on behalf of pltff. Wm C Lawrence atty

Praecipe for Deft
Witnesses

Filed April 21-1888
John Cofoil
Clerk

David Chapman
ads
Jacob Taylor } Union Com. Pleas
Replevin

Issue a subpoena for Wm Cooper under & Sugar M Chapman J C Chapman J Chapman James Irving Wm & Barry & Cooper & James Guy witnesses for the defendant in the above case

April 2nd 1845 P B Cook Atty for Deft

To John Cassil Clerk

The above witness are to appear on the third day of the Term P. B. Cook Atty for Deft

Sub. issued and delivered to David Chapman April 21st 1845 John Cassil, Clerk

J Taylor
v
D Chapman
Mc for Nt

Filed June 12. 1844
John Cofer Clerk

Issued June 12 1844
John Cofer Clerk

Jacob Jayler
vs
D Chapman

Union Com Pleas
for 1844.
Lawson Calhoon. Barnabas
Patterson Silas Chapman James H Brittingham, James
Colhoun R. Edgar Jasper Converse.

Wm C. Lawrence
atty for [redacted]
pltff

David F. Chapman
Adm
Jacob Taylor } In Replevin

— Issue a Subpoena for Henry Shaw — witness for Deft.

October 3d 1844

P. W. Leake Atty for Deft.

J. John — Clerk

Filed March 20th 1844
John Cassel Clerk

Jacob Taylor
ads
David Chapman

Union Com Pleas
Replevin for trial

James W. Evans & A. C. Jennings

Lawson Calhoun, Barnabas Patterson [redacted]
Silas Chapman Jas H. Brittingham James Calhoun
and Richard Edgar are wanted by subpoena
on behalf of the plff as witnesses

Wm C Lawrence atty
for plff

March 20. 1844
Clk Com Pleas
Union Co. Ohio

Union Com Pleas

Jacob Gayton
vs
David Chapman

Nar

Filed Nov. 20th 1843
John Cassil, Clerk

Recorded

State of Ohio
Union County ss

Union Com Pleas Oct Term
1843

Jacob Taylor Complains of David Chapman in a plea of Replevin for that the said David on the 26th day of July A D 1843 at the County of Union aforesaid was possessed of certain goods & chattels of the said Jacob Taylor to wit one ~~grey~~ Bay mare two years of age in the Spring or Summer of 1842 and of the value of 50 $ to be delivered to the said Jacob Taylor when he the said David Chapman should be thereunto afterwards requested Yet the said David Chapman though requested so to do has not delivered the said goods & chattels or any part thereof to the said Jacob Taylor and do the said David Chapman wrongfully detains the same from the said Jacob Taylor to his damage fifty dollars and therupon he sues &c

By Wm C Lawrence
his atty

Union Com Pleas

Jacob Taylor
vs } in Replevin
David Chapman

Appraisment

Recorded

Filed July 29th 1843
John Cassil Clerk

We the undersigned being Called upon By A. C. Dennings Esq. Sheriff of Union Co State of Ohio to appraise the following property in Replevin by Jacob Taylor after being duly sworn we appraise said property as follows to wit one Bay 2 Year old Mare Last Grass at Twenty Five Dollars

Given under our Hands and seals this 28th Day of July A.D. 1862

James Kring Seal
Simon Richards Seal

Union Com Pleas

Jacob Taylor
vs
David Chapman } ~~Attachment~~ Bond

Recorded

Filed July 29th 1843
John Cassil Clerk

Know all Men by these Presents that we Jacob Taylor John Taylor & Zachariah Soteman are held and firmly bound unto Macia Chapman in the penal sum of one Hundred Dollars lawful Money of the United States to the payment of which well and truly to be made we bind our selves our Heirs Executors firmly by these presents Sealed with our seals and dated this the 28th day of July A.D. 1843

The Conditions of the above obligation is this that whereas the above named Jacob Taylor sued out of the Clerks office of the Court of Common Pleas of Union County His writ of Replevin for one Bay Mare two years old last Grass for a replevin Bill herein pleaded and which said writ is Returnable to the next term of said Court of Common Pleas now if the said Jacob Taylor shall appear at the next term of said Court and prosecute his writ to effect and pay all cost and damages that may be awarded against him then this obligation to be void otherwise to be in full force and virtue in Law

Jacob Taylor (Seal)
John Taylor (Seal)
Zachariah Soteman (Seal)
(Seal)

Filed Feb 24th 1844
John Cassidy Clk

Jacob Taylor
vs
David Chapman } In Replevin.

Issue a subpoena for the following witness
To testify on behalf of the defendant,
Wm Carpenter, Lafayett Sager Milton
Chapman J. Q. Chapman. Israel Chapman
James Ewing - Henry S. Lacy - John Gray -
J. W. Evens, A & Jennings, John Cooperider,

To John Cassil Clerk
Union Com pleas
Feb. 23d 1844

P B. Cole
Atty for Deft

Union Com Pleas

Jacob Saylor

vs

D. Chapman

Filed Sept 20. 1844
John Cassil Clerk

Issued Sept 20. 1844
John Cassil Clk

David Chapman
vs
Jacob Taylor } Replevin

— issue a subpoena for Wm Cooperider
L. Sagar M Chapman J C Chapman J Chapman
J Cuming H. S. Cary J. W. Jones A. C. Jennings Jr
Cooperider witness for Deft

To John Cassil Clerk
Sept 20th 1844

P. B. Veale Atty for
Deft

Filed May 16th 1845
John Cassil, Clerk

Jacob Taylor
vs
David Chapman

Union Com Pleas
Replevin
Issue Subpoenas for Lawson
Calhoon, Barnabas Patterson, James M. Evans, &
L. H. Brittingham, James Calhoon, R Edgar, and
S. Converse John Crago David Lumbard for
pltffs witnesses

Wm C. Lawrence
atty. for pltff

Ohio

~~Ohio~~

Ohio

Ohio

Ohio

Ohio

Union Common Plea

Jacob Taylor

vs

David Chapman

Recorded

Served the within July 28th 1843

Service	.35
Inquest	$1.00
Mileage	.60
Bond	.50
Copy	.13
Appraisers	$1.00
	3.60

A G Jennings Sheriff

Filed July 29th 1843

John Capel

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 to Jacob Taylor the following described property: to wit; one Bay Mare two years old last grass, which David Chapman, wrongfully retains from the said Jacob Taylor as is said: and also that you summon the said David Chapman to appear on the 1st day of next term of our Court of Common Pleas to be held within and for said County of Union, to answer unto the said Jacob Taylor for the unlawful detention of the goods & Chattels aforesaid: Damages fifty dollars: and have you then there this writ

Witness John Cassil, Clerk of said Court at the Court House aforesaid this 27th day of July

Jacob Taylor
vs
David Chapman
Praecipe

Filed April 4th 1844
John Cassil Clerk

Struck

~~David Chapman~~

Jacob Taylor } In Union Com Pleas
vs } In April Term 1844
David Chapman } In Replevin

The Clerk of Union Common Pleas will issue a subpoena for Jasper Conner ~~in the ab~~ Pltffs witness in the above case

April 4th 1844

To John Caffil Clerk

Jacob Taylor

I Taylor
vs
S Chapman

Thos Turner John Turner E. O.
Carter & Bain are wanted
witness forthwith.

W C Lawrence
for Deft

75
75

2575
150
27,25

5

150
225
2325
2700
25
2725

112,00
2725
84,75
112,00 =

110,25
84,75
25,50

Union Com^n Pleas

S. Taylor

David Chapman

Sub: for Taylor's Witnesses

Serv	1.00
Mile	.60
Copies	.60
	2.20

Filed April 17. 1844
John Capel Clerk

12
11
52
12
12
137²

1.70
2.17
3.87

Served by reading to Jas Brillinghan, Jas McEwan & Jennings & by Copy on Eliz Chapman March 20. 1844 & by leaving at the residence

W W Steele Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon James M. Evans, A. C. Jennings, Silas Chapman, Jas A. Brittingham, James Calhoun, Dawson Calhoun Barnabas Patterson, Richard Edgar, John Crego to 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, 9 o'clock A, M, to testify and the truth to speak on behalf of Jacob Taylor in a certain matter in controversy in our said court depending; wherein Jacob Taylor is plantiff, and David Chapman is defendant.

And this shall in no wise omit under the penalty of the law; and have then there this writ, Witness John Cassil, clerk of said court at the court house aforesaid, this 20th day of March A, D, 1844

John Cassil —— Clerk,

Silas Chapman
Jas A. Brittingham
Jas Calhoun
Richd Edgar

Barnabas Patterson
Dawson Calhoun

A. D. 1543

John Cafie
Clerk

Civil/Domestic Case File
Case No. 1843-CV-0035

No. 43-CV-35

Union Common Pleas Court.

Titus Dort
Plaintiff,

AGAINST

James Stewart
Defendant.

APR 1844

Abated by Pltf's Death

No Record.

Journal 3 Page 198

Record No. Page

Ex. Doc. Page

Union Com Pleas

Titus Dort
vs
Stande
James Stewart

Praecipe

Filed july 27th 1843
John Caspe
Clerk

Titus Doot
vs
James Stewart

Union Com Pleas for October Term 1843
In Case Damages 5.000 $.
Issue a summons returnable forthwith
Suit Brot to recover damages for the ~~false~~ speaking uttering and publishing the following false wicked malicious slanderous and defamatory words by the said Defendant of and concerning the plaintiff to wit: he (meaning the plaintiff) swore false, he swore a positive lie and I (meaning the Defendant) can prove it He (meaning the plaintiff) swore ~~true~~ a lie and injured me ~~very much~~ (meaning the ~~plaintiff~~ defendant) very much. You (meaning plaintiff) swore a positive lie and I ~~can prove it~~ (meaning the defendant) can prove it. You swore a lie you swore false

By Wm C Lawrence
his atty

Endorse

suit brot to recover damages for speaking, uttering and publishing the following false wicked, malicious & landerous and defamatory words by the said defendant of and concerning the plaintiff to wit he (meaning the Plaintiff) swore false, he swore a positive lie and I (meaning the Defendant) can prove it he (meaning the plaintiff) swore a lie and injured one (meaning the Defendant) very much you (meaning Plaintiff) swore a positive lie and I (meaning the Defendant) can prove it you swore a lie you swore false by

W C Lawrence his atty,

I acknowledge service Oct 12. 1843

James Stuart

Filed Oct 13th 1843
John Cassil Clerk

Mun Court Pleas

Titus Dort
vs
Jas Stewart

Declaration & Notice
Defendant Oct 12. 1843
W. W. Hall Pltff's Atty

Dec 35
Mic 5
40

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James Stewart

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 Titus Dort

in a plea of Case Damages five 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 27th day of July A. D. 1843

John Cassil CLERK.

Union Com Pleas

Titus Dort
vs
James Stewart

Narrin
Case

Cost Bill made

Filed November 20. 1843
John Cassil Clerk

1844

Lawrence

State of Ohio } Union Com Pleas
Union County ss } October term 1843

Titus Dort complains of James Stewart in a plea of the case for that whereas the said Titus Dort is and always has been a good and faithful citizen of the State of Ohio and has sustained a fair character among his neighbors for integrity and has never been guilty or suspected of the atrocious crime of false swearing and perjury but the said James Stewart 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 perjury did on or about the 20th day of July 1843 at the County of Union aforesaid utter and publish in the hearing of sundry persons the following false and malicious scandalous and slanderous words. to wit, he (meaning the ~~defd~~ plaintiff) swore false. he (meaning the plaintiff) swore a position lie and I (meaning the defendant) can prove it. he (meaning the plaintiff) swore a lie and injured me (meaning the deft) very much You (meaning the plaintiff) swore a positive lie and I (meaning the deft) can prove it. You (meaning the plaintiff) swore a lie. You (meaning the plaintiff) swore a lie

By means of publishing which false and scandalous words the said Titus Dort is greatly injured in his good name and Reputation and has been rendered liable to a prosecution for perjury to his damage five thousand dollars and thereupon he sues &c by W. C. Lawrence his atty

Civil/Domestic Case File

Case No. 1843-CV-0036

No. 43-CU-36

Union Common Pleas Court.

The State of Ohio
Plaintiff,

AGAINST

George Rausch,
Defendant.

MAY TERM, 1845

JUD'G VS PLAINT'F

Journal 3 Page 287

No Record.

Record No. Page

Ex. Doc. Page

State of Ohio Union County Darby Township ss
I do hereby certify that the within is a full & true copy
from my Docket of the proceedings had by & before me in
the within cause — J. W. Robinson J. P.
of the aforesaid Township

Sept 2nd 1843 —

In the Action of the State of Ohio for the use of the 6th school dist
Darby Township Union County against George Roush & George
Wair acknowledge myself Bail for the appelant in the
sum of fifty dollars to be levied on my goods & chattles
lands & tenement in case the appelant should be condemned in the
action & shall fail to pay the condemnation money & costs
that have a crand or may accrue in the court of Common Please
Taken signed and acknowledged this 2nd day of Sept 1843 — before me J W Robinson J. P. — George Zoso

Bail bill made

Filed September 8th 1843
John Caplet
Clerk

State of Ohio Union County Darby Township ss
I do hereby certify that the ~~foregoing~~ within is a full & true
copy from my Docket of the proceeding had by me in the
within cause
Sept 2nd 1843 — J. W. Robinson J. P. of the
aforesaid Township

State of Ohio
for the use of the
6th School Dist
Darby Township
vs
George Roush

Debt Due $2.91

Costs of Pltf – $ 1.49

John A Ell witness	50
Summons	12½
Subpoena	12½
Sworing witness	4
Service & Milage by J. Sager Const	70
	1.49

Defts Costs $ ~~[illegible]~~

Samuel Sager witness	50
Subpena	12½
Service & Milage by J R Reed Const	25
Swearing witness	4
Judgement	25
Transcript	31½
Satisfaction	~~10~~
Recognizance	25
Satisfaction	10

total amt of costs $ 3.31

August the 16th 1843 Suit brought on sch-ool Bill
Stamp Amt to $2.91
Bill of particulars filed
August 16th 1843 issued a Summons for the appearance of the Deft George Roush on the 26th of this inst at 10 o clock A.M. & put into the hands of J Sager Const
Issued a Subpena for the attendance of John A. Ell on the 26th of this inst & put into the hands of J Sager Const
August 25th 1843 – Summons returned Served the within by reading to the within named Deft Fees 35 cts – J. Sager Const
August 25th 1843 – Subpeana returned Served by reading to the within named witness Fees 35 cts – J. Sager Const
August 26th Issued Subpena for Samuel Sager to appear forthwith as an interpiter & put into the hands of J. R. Reed Const
August 26th 1843 – Supeana returned Served this writ by reading to the within named witness Fees for Service & Milage 25 cts J. R. Reed Const
August 26th 1843 – 11 – o clock A.M. Parties appeared & trial had & Samuel Sager sworn as an interpeter for the Deft
John A Ell sworn & Examined for the Plaintiff as to the correctness of his daily register as a school Teacher in school Dist No 6 Darby Township — Whereupon it is considered by me that Pltf – recover of the Deft the sum of two dollars ninetyone cts Debt & with his costs herein taxed at ninetynine cts with interest & costs that may accrue
Sept 2nd 1843 – by request of Deft I gave him a transcript of the above case for the purpose of appearing to the Court of Common Pleas

In Union Com Pleas

The State for use
of 6th L. D. Darby Tp
vs
George Rouse

Nar

Filed June 19. 1844
John Cassil Clerk

D W Allison

The State of Ohio
Union County SS

Court of Common Pleas
October Term A.D. 1843.

The State of Ohio for the use of the sixth school District, in Darby Township Union County, Ohio, complains of George Roush in a plea of debt, for that whereas the directors of school districts are ~~authorized~~ empowered by law to authorize schools to be kept in their respective Districts on the basis of individual subscription and responsibility, and whereas the directors of said 6th school District did so authorize a school to be kept in said District during the winter of 1842 and 1843. and whereas the said George Roush received part of the benefits resulting from said school, by sending his children thereto, and whereas the said directors on or about the 26th day of March A.D. 1843. assessed a tax of two dollars and ninety one cents to be paid by the said defendant as his proportion to the whole number of scholars sent, and the time of attendance — he the said defendant by so sending to said school as aforesaid, undertook, and then and there agreed to pay to the said plaintiff, the said sum of two dollars and ninety one cents his legal proportion as aforesaid — whereof the said defendant afterwards, to wit on the tenth day of August A.D. 1843. at the County of Union aforesaid, there had notice, whereby and by reason of the said sum of money being and remaining wholly unpaid, an action hath accrued to the said plaintiff to demand and have of and from the said defendant the said sum of two dollars and ninety one cents. To the damage of the said plaintiff twenty dollars. and therupon he brings suit &c

By C. W. Allison Pros. Atty

Filed Decr 4th 1843
John Cassil Clerk

George Rouch Dr to School District no. 6th
in Darby Township for Schooling $2.91
March 28th 1843 James Reid Dist. Clerk

Civil/Domestic Case File

Case No. 1843-CV-0037

No. 43-CV-37

Union Common Pleas Court.

State of Ohio for use
Plaintiff,

AGAINST

Adam P Blumenshine
Defendant.

MAY TERM, 1845

JUD'G VS PLAINT'F

Journal 3 Page 287

Record No. No Record. Page

Ex. Doc. Page

State of Ohio Union County Dody Township ss
I do hereby certify that the within is a full & true copy
from my Docket of the proceedings had by & before me in the
within cause
Sept 2nd 1843

D. D. C. Robinson J. P.
The foregoing transcript

Adam Blumashine

Transcript

Cost bill made

Filed September 8th 1843
John Capsil
Clerk

State of Ohio for the use of the 6th School Dist Darby Township Union County
vs
Adam Blumashine

Debt Due $2.29

P'lft Costs $.47½
Summons 12½
Service & return by J Sager const 25

Deft Costs $.91½
Judgement 25
Transcript 31½
~~Satisfaction~~ ~~10~~
Recognizance 25
Satisfaction 10

total Amt of Costs $1.38½

August 16th 1843 – Suit brought on school Bill Claim Amt to $2.29

August 16 Issued a summon for the appearance of the Deft Adam Blumashine on the 26th of August 1843 at 1 o'clock & put into the hands of J Sager Constable

August 25th Summons returned served this writ by reading it to the within named Deft
Fees for service & mileage 35 cts
J Sager Const

August 26th 1843 – 1 o'clock P M – Parties appeared trial had & John A Ell sworn & examined for the P'lft – thereupon it is considered by me that the P'lft recover of the Deft the sum of two dollars & forty nine cts Debt with his costs herein taxed at twelve & half cts – with interest & costs that may accrue

Deft 2d 1843 – Gave transcript to Deft by his request

~~State of Ohio Union County Darby Township ss~~
~~I do hereby certify that the above is a full & true copy from my Docket of the proceedings had by & before me in the above case~~
~~J W Robinson J P~~
~~of the Township aforesaid~~

~~Deft 2nd 1843~~

In the action of the State of Ohio for the use of the 6th school Dist Darby Township Union County against Adam Blumashine I George Bair acknowledge myself Bail for the appellant in the sum of fifty dollars to be levied on my goods & chattles lands & tenements in case the appelant shall be condemned in the action & shall fail to pay the condemnation money & costs that have accrued or may accrue in the court of Common Pleas
Taken & signed this 2d day Sept 1843 – before me J W Robinson J P –

George Bair

Filed Decr 4th 1843
John Capil

Adam Blumashine Dr to School District no. 6
in Darby Township for Schooling $2.49
March 28th 1843 James Reed dist Clerk

In the Union Com. Pleas

The State for use
of 6th A. D. Darby Tp
vs
Adam Blumastine

Nar

Filed June 19. 1844
John Cassidy Clerk

C W Allison

The State of Ohio } Court of Common Pleas
Union County ss } October Term A.D. 1843

This cause comes into court by way of appeal from a justices court. whereupon The State of Ohio, for the use of the sixth school District, in Darby Township, Union County, Ohio, complains of Adam Blumaslime, for that whereas the directors of school districts are empowered by law to authorize schools to be kept in their respective districts on the basis of individual subscription and responsibility, and whereas the directors of said sixth school district did so authorize a school to be kept in said district during the winter of 1842 and 1843 - and whereas the said Adam Blumaslime received part of the benefits resulting from said school, by sending his children thereto, and whereas the said directors on or about the 26th day of March A.D. 1843 assessed a tax of two dollars and forty nine cents, to be paid by the said defendant, as his proportion to the whole number of scholars sent, and the time of attendance - he the said defendant by so sending to said school as aforesaid, undertook and then and there agreed to pay to the said plaintiff, the said sum of two dollars and forty nine cents, his legal proportion as aforesaid whereof the said defendant afterwards - to wit, on the tenth day of August A.D. 1843 at the County of Union aforesaid, there had notice, whereby and by reason of the said sum of money being and remaining wholly unpaid, an action hath accrued to the said plaintiff to demand and have of and from the said defendant the said sum of two dollars and forty nine cents. To the damage of the said plaintiff twenty dollars, and thereupon he brings suit &c

By C W Allison Pros Atty

Civil/Domestic Case File

Case No. 1843-CV-0038

No. 43-cv-38

Union Common Pleas Court.

Nathan Kelsey
Plaintiff,

AGAINST

Ezra Towne
Defendant.

OCT 1844

non Suited

No Record

Journal 3 Page 241

Record No. Page

Ex. Doc. Page

August 21st 1843. The Defendant Gave notice of appeal
In the action of Nathan Kelsey against Jane
Doan & Lariot Westlake Do acknowledge myself
bail for the appelant in the sum of forty Dollars to
be levied of my Goods and chattels Lands and tenements
in case the appelant shall be condemned in the action.
and shall fail to pay the condemnation money, and
cost that have or may accrue in the court of Comon
Pleas. (signed) Lariot Westlake

Taken signed and acknowledged before me this
26th day of August A.D. 1843. W.M. Frank Justice of the Peace
State of Ohio Union County ss
I do hereby certify the foregoing to be a true copy of
proceedings had before me in the above cause
September 8th 1843. W.M. Frank J.P. (Seal)

Nathan Kelsey
vs
Jane Doan
Transcript

Filed Sept 8th 1843
John Cotton
Clerk

Cost bill made

18444

This Transcript $3.12½
paid

Bond

State of Ohio. Union County Paris Township ss

Justices Docket Entry

Nathan Kelsey
vs
Isaac Town

Judgment $18.00
Justices cost Sum .12½
Satis .10
issuing S. subpa. .20
Continuations .10
issuing 4 subpoenas .37½
Swing 6. witnesses .24
Trial .25
Bill Sum $1.64
costs cost 1.67
6. witnesses fees 3.00
Transcript .31¼

Suit brought to recover Damages for Entering upon trespassing down cutting up and carrying away the Grass from 14 acres of meadow. Land, Damages $50.00

August 1st 1843. Summons issued and delivered to Wm Wells constable. for the appearance of the defendant on the 5th inst. at 10 Oclock A.M. on said Day which was returned Endorsed Served by reading to Defendant. Service fees $-10 Mileage -20/10

August 3rd 1843. by request of defendant subpoenas were issued to Wm Wells const. for Sarah Weatherbee Eliza Demoss & Sarah Kelsey and served by Wm Wells const fees $-40

August 5th 1843. 10 Oclock A.M. The Parties appeared and the Defendant requested a continuance of the Trial which was agreed to by the Pltff. Thereupon the cause was continued until Saturday the 19th of August 1843. at 10 Oclock A.M. on said Day.

By request of Defendant. Subpoenas issued for Ezek Wheeler John Landy Sarah Weatherbee & Eliza Demoss and Isaiah Town and served by Wm Wells const fees $1.27

August 19th 1843. 10 Oclock A.M. Parties appeared and entered into Trial. Sarah Kelsey was sworn and Examined on the part of the Pltff. and John Landy Ezek. Wheeler Eliza Demoss and Isaiah Town were sworn and Examined on the part of the Defendant. after hearing the Testimony and the allegations of the Parties It is considered by me that the Pltff recover of the Defendant the sum of Eighteen Dollars and costs of this suit herein taxed to $6.31.

No. 43-CV-38

Union Common Pleas Court

Nathan Kelsey
Plaintiff,

against

Zara Town
Defendant.

1841

Transcript

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

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

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

in the sum of forty Dollars to be levied of my Goods and Chattles. Lands and Tenements in case the appelant shall be Condemned in the action and shall fail to pay the condemnation Money and costs that ~~have~~ or may accrue, in the Court of Common Pleas

(Signed) Josiah Weasttake

Taken signed and acknowledged before me this 26th Day of August A.D. 1843 Wm H Frank Justice of the Peace

State of Ohio Union County ss

I do hereby certify the foregoing to be a true copy of proceedings had by and before me in the above cause

September 8th 1843 Wm H Frank J.P. (Seal)

Nathan Stilson
vs
Jesse Jones
Transcript
Copy

Filed Sept 8th 1843
John Lafair
Clerk

1841

This Transcript $3 1/4
paid

State of Ohio Union County Paris Township ss.

Justices Docket Entry

Nathan Kelsey
vs
Zara Town

Judgment $18,00
~~Justices Costs sum~~ 12½
Sates .10
issuing 3 subpen .20
Continuance .10
issuing 5 subpoen .37½
Summy 6 witnes .24
Trial .25
Bail Bond .25
$1,64
Constable Costs 1.67
6 witnes fees 3.00
Transcript .31¼

Suit Brought to Recover Damages for Entering upon tramping down Cuting up and carrying away the Grass from 14 acres of Meadow Land

Damages $50.00

August 1st 1843 Summons issued and Delivered to Wm Wells Constable for the appear-ance of the defendant on the 5th inst at 10 Oclock A M on said day which was returned Endorsed Served by Reading to Defendant. Service $-10 Milage - 20/10. August 3 1843 by request of defendant subpeonas were issued to Wm Wells Const for Josiah Breastlake Eliza Demoss & Josiah Kelsey and Served by Wm Wells Const fees $-40

August 5th 1843. 10 Oclock A.M. The Parties appeared and the Def-endant requested a continuance of the Trial which was agreed to by the Pltff Thereupon the Cause was continued untill Saturday the 19th of August 1843 at 10 oclock A.M. on said Day by Request of Defendant Subpeonas issued for E. M Wheler John Lundy Josiah Breastlake & Eliza Demoss and Isaiah Town and Served by Wm Wells const fees $1.27. August 19th 1843 10 Oclock A.M. Parties appeared and entered into Trial Josiah Kelsey was sworn and Examined on the part of the Pltff and John Lundy E M Wheler Eliza Demoss and Isaiah Town were sworn and Examined on the Part of the Defendant. After hearing the Testimony and the allegations of the Parties It is cons-idered by me that the Pltff Recover of the Defendant the sum of Eighteen Dollars and costs of this suit herein taxed to $6.31 August 21st 1843 The Defendant Gave notice of appeal. In the action of Nathan Kelsey against Zara Town & Josiah Breastlake Do acknowledge Myselfe Bail for the appelant

Civil/Domestic Case File

Case No. 1843-CV-0039

No. 43-CV-39

Union Common Pleas Court.

Thomas W Razorte
Plaintiff,

AGAINST

James Cluggage
Defendant.

AUG TERM. 1845

Judgment VS Plaintiff

No Record.

Journal 3 Page 324

Record No. Page

Ex. Doc. Page

Thomas W Hargrave for
the use of John James
vs
James Bluggage

Manuscript

Filed Sept 11th 1843
John Capell Clerk

Cost bill made

Thomas W. Hezertee
for the use of
John James
Vs.
James Cluggage

State of Ohio Union County ss.

Action of debt

Suit brought on an written agreement between Thomas W. Hezertee and James Cluggage signed by both parties, and the said Thomas W. Hezertee having signed the said agreement or contract with all legal rights and claims, existing therein unto John James.—

July the 13th A 1843

the said John James brought suit to recover the price of a mare had of Thomas W. Hezertee on the 5th day of October 1842 as per agreement between the said Thomas W. Hezertee and James Cluggage demand $50,00 as bill of particulars filed

July the 13th A 1843

by application of the plaintiff summons issued to any constable of the township of Leesburg returnable July the 17th A 1843 at 2 Oclock P.M. of said day. Justices fees 12½ cents

Debt - - -	$45,00
Justices fees	
Summons - -	00,12½
subpoena - -	00,20
Judgment	00,25
transcript paid	00,31¼
Const. fees - -	00,90
witness fees	
Matthias Collins -	00,50
John Laughrey -	00,50
Thomas W. Hezertee -	00,50
	$47,97

July the 13th A 1843

by application of the plaintiff subpoena issued for Matthias Collins Thomas W. Hezertee and John Laughrey returnable July the 17th A 1843 at 2 Oclock P.M. of said day Justices fees 20 cents

July the 17th A 1843

Summons ~~in due~~ returned in due time endorsed served July the 13th A 1843 by reading to the within named defendant fees taxed at 35 cents Robert P. Kirby Const.

July the 17th A 1843

Subpoena returned in due time endorsed served July the 13th A 1843 by reading to the within named witnesses fees taxed 30 cents for serving 25 cents mileage Robert P. Kirby Const.

July the 17th A 1843

The parties attended according to process and the trial was called and the defendant James Cluggage makeing no lawful defence or demand of his rights or claims in the case at issue, the plaintiffs witnesses were sworn and examined according to law.— Whereupon Judgment was rendered against the said defendant (James Cluggage) for the sum of forty five dollars debt and costs of suit costs taxed two dollars and ninety seven cents

Abijah Gandy J.P.

In the action of Thomas W. Hezerlee for the use of John James against (James Cluggage) I William Scott do acknowledge myself bail for the appellant in the sum of ninety six dollars to be levied of my goods and chattles, lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs that have accrued or may accrue, in the court of common pleas.

William Scott

(Signed) taken signed and acknowledged on this twenty fourth day of July in the year one thousand eight hundred and forty three before me

Abijah Gandy Justice of the peace

The State of Ohio
Union County ss.

I, Abijah Gandy a Justice of the peace in and for the township of Leesburg in the County and State aforesaid, do hereby certify that the above is a correct transcript of the proceedings and Judgment in the cause, before me.

Given under my hand and seal this 24th day of July A 1843

Abijah Gandy J.P.

also in the case

of Thomas W Kazerter for the use of John James vs James Clugage
Issue a Subpoena for Matthias Collins Thomas W Kazerter & John
Laughrey as Witnesses for the Plaintiff

Union Common Pleas

John James
vs
James Cluggage

Sub for Deft

Served the writ by reading to Russel Cluggage William Scott Samuel Wheeler and Samuel M Cameron

Service	35
Summoning	50
Milage	10
	1.55

Wm M. Robinson
Sheriff of Mc Co
per J W Evans Dept
Sheriff Mc Co

May 26th 1845

Filed May 27th 1845
John Kapel, Clerk

Samuel McCameron summoned his file and it was not paid

Where but Cameron

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel M. Cameron, William Scott, Rufus Cluggage and Samuel Wheeler

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the ~~first~~ second day of next Term, at ~~10~~ 8 o'clock, A. M., to testify and the truth to speak on behalf of James Cluggage in a certain matter in controversy in our said Court depending: wherein Thomas W. Rezeter for the use of John James plaintiff, and James Cluggage 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 20th day of May A. D. 1845

John Cassil CLERK.

John Jones
vs
James Duggan

Served this writ by reading to all the within named persons
May 14th 1845
Fees Service — 60
Milage — 60
1.20
Wm M Robinson Shriff
of Mc-Co
per J W Evans Dep-Sheriff
Mc Co

Filed May 17th 1845
John Cassil Clerk

all ber

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Matthias Collins, Thomas W. Rezerter & John Laughrey

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the ~~first~~ second day of next Term, at ~~10~~ 8 o'clock, A. M., to testify and the truth to speak on behalf of John James in a certain matter in controversy in our said Court depending: wherein T. W. Rezerter for the use of John James is plaintiff, and James Cluggage 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 10th day of May A. D. 1845

John Cassil CLERK.

Union Common Pleas

Thomas M. Regester for the use of John James
vs
Sub for Witnesses —
James Cluggage —

Dew — .37½
Mile — .40
Copy .10
87½

Filed June. 19. 1844
John Cassil
Clerk

Laughery Term

Served by reading to M. Collins June 13. 1844 who demanded his fees, by copy on Joh Laughery June 19. 1844. J. M. Regester Not. found.
W. W. Steele Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Matthias Collins, Thomas W. Hezerta and John Laughrey

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 W. Hezerta for use John James in a certain matter in controversy in our said court depending: wherein Thomas W. Hezerta for the use of John James is ——— plantiff, and James Clegg age 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 Eleventh day of April A, D, 1844

John Cassil ——— Clerk,

Service of Replevy
Geo. Lawrence

F. W. Kegster for &c
vs
James Cluggage

Welch Ken

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon David P. Welch

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 John James in a certain matter in controversy in our said Court depending: wherein Thomas W. Kezerter for the use of John James is plaintiff, and James Cluggage 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 1st day of July A. D. 1844,

John Cassil Clerk.

In Union Com Pleas

Thomas Lames for &c
vs
James Cluggage

Plea

Filed May 20th 1845
John Caffil, Clerk

Thomas W. Kezartee for the use of John Dames
vs
Dames Bluggage

In Union Com. Pleas - Trespass on the Case

And the said defendant comes and defends the wrong and injury, when &c, and saith that he did not undertake or promise 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 D M B Allison His Atty

The plaintiff will also take notice that on the trial of this Cause, the defendant will give in evidence and insist, that the sheep mentioned in said plaintiffs declaration were proven to be stolen sheep. Also that said sheep were stolen ~~sheep &c~~ by said Thomas Dames &c

Served by reading to D. McNeal Jr.
Sanghany & by Copy on M. Collins
Oct 1. 1844. J. W. Rezatte not found
W. W. Steele Sheriff

M. Collins demanded his fee not paid
for want of funds W. W. Steele Sheriff

Union Com Pleas

Thos W Rezatte for use
John James
vs
James Muggage
Debt for rent

Filed October 1st 1844
John Cassil Clerk

Weld 2d — Langhry 2d

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Matthias Collins - Thomas W Kezerter John Laughrey & David D. Welch

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.~~ forthwith, to testify and the truth to speak on behalf of ~~the defendant~~ plaintiff in a certain matter in controversy in our said court depending: wherein Thomas W Kezerter for the use of John James is ——— plantiff, and James Cluggage 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 first day of October A, D, 1844

John Cassil — Clerk,

James
vs
Muggage

Filed May 20 - 1845
John Cassil, Clerk

James Clugage
Adm'r
John James

Union Com Pleas
Covenant

Issue. Subpoenas for Samuel
A. Cameron Wm Scott Russell Clugage and
Samuel Wheeler witnesses for deft
Wm Lawrence
atty for deft

In Union Com Pleas

James Cluggage
vs
Thomas W Hegarty for
use &c

Demurrer to Nars

Filed June 28, 1844
John Cassil Clerk

Allison & Hall

James Cluggage
vs
Thomas W. Rezastee
for use of John Lamed

In Union Com Pleas

And the said James Cluggage comes and says that the said plaintiff ought not to have his aforesaid action against him, because he says that the declaration aforesaid, and the matters therein contained, are not sufficient in law to maintain the action aforesaid, and that he is not bound by law to answer the same; wherefore he prays judgment, and that the said plaintiff may be barred of his said action against him.

And for causes of demurrer the said defendant shows to the court here the following to wit.

1st The said declaration commences in a plea of the case or tort and closes in contract.

2nd Said declaration is in Case. whilst the facts set forth therein, show that it should have been an action ex contractu.

3rd Said declaration appears to be exhibited and is entitled of April Term A.D. 1844. whilst the transcript for the appeal shows it should have been entitled as of October Term A.D. 1843 being the term at which the cause was brought into court by appeal.

4th And also for that the said declaration is in other respects uncertain, informal, and insufficient.

Allison & Hall Attys for Deft.

Agreement.

Whereas. Thomas James on or about the first of September, 1842 sold to James Clougage 3. Cows — one of which he obtained of Mathias Collins. one of Saml Whaler and one of Rufel Clougage for which said James traded stolen sheep — for which Cows the said Clougage gave said James One Grey Mare which said James traded to Walter Rezatter.

This is to acknowledge the receipt of said Mare from said Rezatter. with this agreement that if it is not finally proven that the above mention sheep were stolen by said James and that said Cows were obtained by fraud for said stolen property then said Clougage is to return said Mare to said Rezatter or pay to him the full value thereof

October 5 1842

James Clougage
Thomas W Rezatter

Filed Oct. 11th 1843
John Cadwell
Clerk

I assign the within contract to John James all legal rights accruing to me thereby, and hereby transfer to said James he may sue for & recover all damages by reason of said contract accruing as fully as I myself can do. he being responsible for all costs and charges made by him & no recourse back to me.

July 6th 1843

Thomas W Rezeby

Filed Oct. 14th 1893
John Cassidy Clerk

Bill of Particulars

Thomas W Kizzter
for the use
of John James
vs
James Clugage

Suit brought to recover the price of a mare had of Thomas W Kizzter on the 5th day of October 1842 as per agreement between said Kizzter & James Clugage

Demand $50

Y. M. Rezeatee for
the use of J James
vs
Jos Clugage

Pa for Writ

Filed May 2 1844
John Capil Clerk
Issued June 11 1844
John Capil Clerk

Urbana 30th April 1844

John Coffell Esq
~~in the County~~

Dr Sir On the opposite page you will find a declaration in the case of Kagarise vs Clegg which you will please have the goodness to separate from this properly placed indorse & file with the papers in the case. You will at the proper time issue a subpoena for all other witnesses Thomas W Kagarise & John Langhery as witnesses for the plaintiff & oblige

yours &c

J Coffell

Clerks learning

Lemuel Cameron Ohio 1844

Indorse

Thomas W Kazeltine for the use of John James vs James Clugage } appeal

I have a subpoena for all witnesses calling Thomas W Kazeltine & John Laughery as Witnesses for the Plff to next Term

Moses B Lemmon Plff Atty

22d June 1844

J Cassell Clk

Union Com Pleas

Thomas W. Hezerter
for the use of John James
vs. Appeal
James Cluggage

Nar

File d May 2 1844
John Cassil Clerk

Action for the sum of Ohanny by the said James Cluggage plaintiff to the use & exercise of for the use & behalf of him the said Thomas W. Hezerter who sues as aforesaid & says that the said James Cluggage in consideration that he the said James Cluggage at the request of the said Thomas W. Hezerter on the 20 day of November A.D. 1843 at the County of Union aforesaid undertook & then & there faithfully promised the said Thomas W. Hezerter to pay him said plaintiff the last mentioned sum of money when he should be thereto afterwards requested & the said James Cluggage afterwards requested the said Thomas W. Hezerter to pay the said sum of money to him the said James Cluggage afterwards & afterwards to wit the said Thomas W. Hezerter hath duly performed all things on his part to be done according to the said agreement but the said James Cluggage hath not the said sum of money paid to the said Thomas W. Hezerter although he the said James Cluggage hath been thereunto afterwards & often requested by the said Thomas W. Hezerter to do so & the said James Cluggage still refuses to pay the same to the said Thomas W. Hezerter to his damage of Ohanny & therefore he sues &c

Cassius Dessh atty

The State of Ohio Union County Court of Common Pleas ~~[illegible]~~ of the Term of April A D 1844

Union County ss

This cause comes into this Court on an appeal from the judgment of Alexander Handy Esquire a justice of the Peace for the County aforesaid and thereupon Thomas W Kazerter for the use of John James the plaintiff & appellee by Corwin his attorney complains against James Clugage the defendant & appellant in a plea of the Case for that whereas heretofore Viz. on the fifth day of October A D 1842 at Union County aforesaid the said ~~[illegible]~~ Thomas W. Kazerter who resides aforesaid at the special instance & request of the said James Clugage entered into a written agreement with the said Thomas W Kazerter who resides aforesaid recieting amongst other things that whereas one Thomas James on or about the first day of September A D 1842 had sold to the said James Clugage three Cows one of which he had obtained from Matthias Collins one of Samuel Wheeler & one of Nepal Clugage for which said James traded stolen sheep for which Cows the said Clugage gave said James one Gray ellone which said James traded to Walter Kazerter. said agreement in recieting further ackowledged the receipt of said ellon by the said James Clugage from the said Kazerter with the express agreement on the part of the said Clugage with said Kazerter that if it was not finally proven that the above mentioned sheep were stolen by said Thomas James & that said Cows were obtained by fraud for said stolen property then the said Clugage by said agreement was to return said ellon to said Kazerter or pay to him the full value of said ellon. Now the said Thomas W Kazerter who resides aforesaid avers that it never has been proven that said sheep with which said Cows were purchased & with which said ellon was purchased were stolen by said Thomas James nor were they in fact so stolen nor were said Cows obtained by fraud by said Thomas James yet the said James Clugage well knowing the premises but contriving & intending to cheat & defraud the said Thomas W Kazerter who resides aforesaid did not nor would not return the said ellon to the said Thomas W Kazerter who resides aforesaid nor would the said James Clugage pay to the said Thomas W Kazerter who resides aforesaid the full value of said ellon nor any part thereof though often requested so to do Viz. at Union County aforesaid. And whereas also afterwards Viz. on the day & year aforesaid at the County aforesaid the said James Clugage was indebted to the said Thomas W Kazerter who resides aforesaid in the further sum of fifty

Ex. Doc. No. 2 page 175

J. W. Kezerter for &c
vs
James Cluggage

Costs	$23.06
Writ	41

Filed April 15th 1846
John Cassil, Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Thomas W. Kezerter for the use of J. James was plaintiff, and James Cluggage was defendant, the costs of the said suit were taxed at twenty three dollars & six 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 Thomas W. Kezerter in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 19th day of August A. D. 1845 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Coart House in Marysville, this 12th day of February A. D. 1846

John Cassil CLERK.

Ex. Doc. P. 382

Thomas W. Kezartee
for use of James
Chuggage

v.

James Chuggage

Costs	23.06
Ins.	.82
Writ	.41
Service	$0.35
Mileage	.35
	$6,70

Wm M Robinson
Sheriff

Filed July 22. 1846
Joh Cassil
Clk

July 22 nd 1846 —
No property found whereon to levy
Wm M Robinson
Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action of Trespass lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Thomas M. Rezartee for use of John James was plaintiff, and James Chuggage, was defendant, the costs of said Thomas M. Rezartee were taxed at twenty three dollars & Forty Seven 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 Thomas M. Rezartee in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 19th day of August A. D. 1845 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for 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 21 day of May A. D. 1846

John Cassil CLERK.

Filed Feb. 12 - 1846
& issued same day
John Cassil, Clerk

Thos N Regester for vs } Judgment of Non suit in
vs } Union Corn Flow -
James Cluggage

Issue an execution
in the above case returnable next term -
February 12th 1846
To Robert Cassil - Clerk -

C. W. Allison Atty for Deft

Filed May 21. 1846
Joh Cadwallader

omed

Thomas W. Lizette
for the use of John James
vs
James Cluggage

Andrew S. Alden
vs
Jesse Hardin

20 47

Judgt Nov. 10th 1842
Aldens Cost 16.04
Mercer 1.11

Civil/Domestic Case File

Case No. 1843-CV-0040

No. 43-CV-40

Union Common Pleas Court.

Peter Howard
Plaintiff,

AGAINST

Peter Maddox
Defendant.

APR 1844

Replevin

Settled

No Record.

Journal 3 Page 199

Record No. Page

Ex. Doc. Page

Union Common Pleas.

Peter Howard
vs.
Peter Mattox.

Praecipe & Affidavit.
Replevin.

Filed Sept 14th 1843
John Cassil
Clerk

Peter Howard vs. Peter Mattox.

In Replevin – Damages One hundred & Fifty Dollars.

Gone a writ of Replevin for the following goods & chattels, to wit: two feather beds two straw ticks one feather bolser five feather pillows four woolen quilts one cover lid one cotten quilt four woolen blankets three coton sheets one dutch oven one lyd and hooks one spider and lyd one bake iron one tin baker one two gallon pot one half gal pot one copper tea kittel one tin tea coster one sugar bool one cream gug one half doz cops and sassors one goseens wear bole one pair of shovel and tongs one pair of hands irons one pair of small stillarges four knives and forks three tabel spones one wanut chist one large roving arm chair three common chairs one pair of nipers.

J. E. Wilson, Atty. for Plff.

The above L. J. Casil, Esq. Clerk Court Com. Pleas Union Co. O. Dated Sept. 14th 1843.

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

Peter his X mark Howard

Sworn to and subscribed before me this 14th day of Sept 1843

David Danforth J. P.

I have Executed this writ by reading to Deft, demanding property, and receiving 1 Feather bed

4 Chairs 1 Wheat 1/2 sett Cups & Saucers 1 Japan Sugar Bowl 1 Iron pot & Spider 1 broacked Bowl 1 pr Fire dogs 2 Small Pillows & 3 Woolen Quilts appraised the same, took bonds & delvd to Deff, demanded the residue of the property but it could not be found, Sept. 15. 1847

W. W Steele Sheff

Union County Ss

Peter Harman
vs
Peter Mattox
Replevin Writ

Sheff Serv	.33
Mile	.70
Bond	.50
Inquest	1.00
Appr'mt return	.10
	2.63
Appraisers	1.00
	$3.63

Filed September 16. 1843
John Caffey
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 Peter Howard the goods and chattels following to wit; two Feather Beds, two straw ticks, one Feather Bolster, five feather pillows, four woollen quilts, one coverlid, one cotton quilt, four woollen Blankets, three cotton sheets, one dutch oven and lid, and hooks, one spider and lid, one bake oven, one tin baker, one two gallon pot, one half gallon pot, one copper tea kettle, one tin tea canister, one sugar bowl, one cream jug, one half doz. cups & saucers, one queens ware bowl, one pair of shovel & tongs, one pair of hand irons, one pair of small steel yards, four knives and forks, three table spoons, one walnut chest, one large arm rocking chair, three common chairs, and one pair of nippers, which Peter Mattox wrongfully detains from the said Peter Howard as is said. and also that you summon the said Peter Mattox to appear on the first day of 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 Peter Howard, for the unlawful detention, of said goods and chattels, damages one hundred and fifty dollars and have then there this writ

Witness John Cagle, Clerk of our said court at Marysville this 14th day of Sept 1843

John Cagle Clerk

Peter Howard

vs Replr Bond

Peter Mattox

Filed September 16. 1843

John Cassil

Clerk

Know all men by these presents that we
Isaac Mattox Samson Strong John C. Southward
are held and firmly bound unto Peter Mattox
in the sum of One Hundred dollars lawful
money to the payment of which well and truly
to be made, we bind ourselves, heirs, Executors & Ad
-ministrators firmly by these presents, Sealed and
Signed by us this 14th day of Sept. AD 1843. - The Con
-dition of this bond is this, whereas Peter Howard sued out
of the Clerks office of the Court of Common Pleas of
Union County on the 15th day of Sept: 1843 his writ of
Replevin, for 2 Featherbeds, 2 Strawticks, 1 bolster & 5 Pillows
- 4 Wollen Quilts, 1 Cotton Quilt 1 large Oven & lid & Hooks,
1 Spider & lid, 1 baken Iron, 1 tin baker, 1, two gallon Pot, 1 -
½ Gal: Pot. 1 Copper teakettle 1. Japan Sugar boal 1 tea
Canister, 1 green Jug, ½ dez Cups & Saucers 1 Queensware
boal 1 pr made Steel yards, 1 pr Andirons 1 pr Shovel
& tongs, 4 Knives & forks 3 large Spoons, 1 large arm
Rocking chair 3 Common Chairs, 1 Walnut
Chest. 1 Square Stand, 1 pr Kippers - - - - - -

Now if the said Peter Howard does well and
truly appear at the next Term of the Court of
Common Pleas of Union County, and prosecute his
said 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 and
virtue in law

Isaac Mattox ..... Seal
Samson Strong Seal
John C Southward Seal

Peter Howard

v. Appraisement

Peter Mattap

Cost bill made

1844

Filed September 16. 1843

John Cassil Clerk

We the undersigned being called upon by W. W. Steele Sheriff of Union County, Ohio, to appraise the property hereafter Mentioned, taken in Replevin by Peter Howard of Peter Mattore after being duly sworn by said Sheriff we do appraise said Goods as follows, viz

1 Rocking Chair	$.68 3	1 Feather beds	$1.62½
1 Walnut Chest	$.16	~~1 Bed Stead~~	
3 Common Chairs	$.47	1 Straw Tick	$.14
½ dozen cups & saucers	12½	3 Wollen Quilts	58
1 Japan Sugar bowl	06¼	2 Small Pillows	25
1 Iron Pot & Spider	1.00		2,59
1 Crack.d Bowl	03		
1 for Five days	13		
524	2,65		

Amounting in all to Five dollars & twenty four cents
Given under our hands and seals, this 15th day of Sept A.D. 1843.

Zachariah Davis [Seal]
Jeremiah Southerner [Seal]

State of Ohio Union County }
The above appraisers were duly sworn by me, agreeable to the law, on the 15th day of September A.D. 1843.

W. W. Steele Sheriff

to the plaintiff, when he the said defendant promised he thereafterwards requested; yet the said defendant, though requested so to do, has not delivered the said goods & chattels nor any part thereof, to the said plaintiff, and so the said defendant wrongfully detains the same from the said ~~defendant~~ Peter Howard, to his damage one hundred and fifty dollars and thereupon he sues, &c.

By Allison & Hall his Attys

In Union Com Pleas

Peter Howard
vs
Peter Mattox

Nar

Filed Nov 22 1843
John Cassil Clerk

Allison & Hall

State of Ohio } Court of Common Pleas
Union County ss } October Term A. D. 1843

Peter Howard complains of Peter Mattox in a plea of Replevin for that the said Peter Mattox on the 14th day of September A.D. 1843 at the County of Union aforesaid was possessed of certain goods and chattels of the said Peter Howard to wit, two feather beds, two straw ticks, one Feather Bolster, five feather pillows, four woollen quilts, one coverlid, one cotton quilt, four woolen Blankets, three cotton sheets, one dutch oven and lid and hooks, one spider and lid, one bake oven, one tin Baker, one two gallon pot, one half gallon pot, one copper tea kettle, one tin tea canister, one sugar bowl, one cream jug, one half dozen cups and saucers, one queensware bowl, one pair of shovel & tongs, one pair of hand irons, one pair of small steelyards, four knives & forks, three table spoons, one walnut chest, one large arm rocking chair, three common chairs and one pair of nippers, to be delivered to the said Peter Howard, when the said Peter Mattox should be thereto afterwards requested: Yet the said Peter Mattox though often requested so to do, has not delivered the said goods and chattels, nor any part thereof to the said Peter Howard, and so the said defendant wrongfully detains the same from the said plaintiff.

And also for that the said defendant on the 14th day of September A.D. 1843 at the County of Union was possessed of certain other goods & chattels of the said plaintiff, to wit, one feather bed, one straw tick, three woolen quilts, two small pillows, one Rocking chair, one walnut chest, three common chairs, one half set cups & saucers, one Japan sugar bowl, one iron pot & spider one cracked bowl, & one pair of fire dogs, to be delivered

Filed April 10. 1844
John Cassil Clerk

March the fifth 1844

Mr. John Casel Clerk of the Court of Comon pleas of Union County that this is to certify that I Peter Howard do hereby otherise you to with drew the Suit Wharein I am plaintiff on Peter Mattox a defendant by the said Peter Mattox paying all cost now on the said Suit

Witness my hand

Peter Howard

March the 5 1844

by Isaac Matton agent.

Civil/Domestic Case File

Case No. 1843-CV-0041

No. 43-CN-41

Union Common Pleas Court

David M. Welle
Plaintiff,

against

William Walke
Defendant.

APR TERM. 1844

Judg. by Deft
8 178. 43

Journal 3 Page 199

Record No. 4 Page 264

Ex. Doc. 1 Page 364

Union Comm Pleas

David M. Wells
vs
Wm. Walke

Praecipi
In Assumpsit

Filed Sept 22 1843
John Coffee
Clerk

David M Wells
vs
William Walke

In assumpsit. Damages $400.

Issue a summons, returnable ~~within ten~~ at the next term of the court of Common Pleas in and for Union County. Olvia Endorse suit brot, on promissory note given by defendant to one N. Chipman or bearer for one hundred and fifty seven dollars and thirty seven cents, one day after date, and dated at Milford January 26th 1842, said note was assigned to plaintiff by said Chipman, Also for goods sold and delivered &c.

To the Clerk of Union Common Pleas

Dated September 22nd 1843.

Allison & Hall
Attys for pltff

Suit brot on a promissory note given by defendant to one A Chipman or bearer for one hundred and fifty seven dollars and thirty seven cents, one day after date, and dated at Milford January 20th 1842 said note was assigned to plaintiff by said Chipman. Also for goods sold and deliver=ed &c

Dated September 22nd 1843

Allison & Hall
Attys for Pltff

Union County Dist.
David M Wells
vs
William Walker

Served by Certified Copy Oct 6. 1843.
M. M. Mellen Shff

Serv — 35
Mile — 35
Copy — 15
Shff Fee — 85

Filed Oct 5th 1843
John Caldwell Clerk

Recorded

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William Walker

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 David M. Wells

in a plea of Assumpsit Damages Four hundred — Dollars

And have you then there this writ.

John Cafsil

WITNESS, J~~AMES H. GILL~~, Clerk

of said Court, at the Court-House aforesaid, this

22 day of September A. D. 1843

John Cafsil CLERK.

of the plaintiff four hundred dollars, and
thereupon he brings suit. &c.
By Allison & Hall his
Attys

In Union Common Pleas

David M. Wells
vs
William Walker

Nar

Filed Nov 22 1843
John Cassil Clerk

Cost bill made

Recorded

Allison & Hall

State of Ohio. Union County ss.

David M Wells

vs

William Walke

Court of Common Pleas

October Term A.D. 1843

David M. Wells complains of William Walke in a plea of assumpsit, for that whereas, the said William Walke on the 20th day of January A.D. 1842. at the County of Union aforesaid made his promissory note in writing, and then and there delivered the same to one Norman Chipman, and thereby promised to pay the said Norman Chipman or bearer, one hundred and fifty seven dollars and thirty seven cents, in one day after the date thereof, which period has now elapsed, and the said Norman Chipman, then and there indorsed the same to the said David M Wells, whereof the said William Walke then and there had notice, and then and there, in consideration of the premises, promised to pay the amount of said note to the said David M Wells according to the tenor and effect thereof.

And also for that whereas, the said William Walke on the 20th day of September A.D. 1843. at the County of Union aforesaid, was indebted to the said plaintiff in four hundred dollars, for the price and value of goods, then and there sold by the plaintiff to the defendant, at his request.

And in four hundred dollars for money found to be due from the defendant and to the plaintiff, and whereas the defendant afterwards, on the 21st day of September A.D. 1843. in consideration of the premises, then and there promised to pay the said last mentioned several sums of money to the plaintiff, on request: yet he hath disregarded his promises and hath not paid the said several sums of money, nor either of them, nor any part thereof: to the damage

William Walke
Note
$157,37

I assign the within to David M. Wells and warrant the same collectable if presented to Insolvency

Sept 21st 1863 N. Chipman

one day after date I promise to pay N. Chapman or bearer
one Hundred and fifty Seven dollars and thirty Seven cents
for value Received Milford January 20th 1842

William Walke

We agree that Wm M. Steele Sheriff may receive money ~~in~~ decree for the costs and wheat described within as levied upon in this case Oct 22 1844.

Wm Wells Plaintiff
William Walker

Received this writ of Fi Fa Steel Oct 31 1844 advertized and sold to Truman Conkle for $27.50 on the 2nd day of January 1845 - sold in the Town of Milford by Consent of the parties

Yours R Robinson Sheriff U C

Filed Jan 2d 1845
John Cassil
Clerk

173
2/6
4

Union Comn Pleas

W. M. Wells
vs Ef.
Wm Walk

Dam	$178.45
Cost	3.75
Incran	6.62
Writ	.41

Made Oct 22. 1844.
$70 for agreement of Parties
W. M. Steele Sheriff

Serv	.35
Mile	.05
Comm	1.40
	1.80

January 2nd 1845

Made —	$27.50
Poundage —	55
Mileage —	35
Caling inquest to appraise	100
advertising —	25
printers fee —	75
	$2.90

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 Wm Walker

to wit, one Bay mare 7 years old, the undivided ½ of the grain growing on 30 acres of Corn, 12 acres of Wheat & 12 acres of Oats

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy David M. Wells the sum of One Hundred & seventy eight dollars and forty five cents, for his damages, together with $ 3,73 for his costs, with interest thereon from the 16th day of April A. D. 184[illegible] until paid, which late in our said Court the said David M. Wells recovered against the said Wm Walker

as of record is manifest. Also, $ 6,62 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 David M. Wells

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 day of October A. D. 184[illegible].

John Cassil CLERK.

David M Wells vs Wm Walk

In Union Comm Pleas

Clerk will issue a 2nd execution in the above case to the Sheriff of Union County –

To John Cassil Clerk

June 11th 1845

C M Allison Atty for Plff

David M Wells
vs
Wm Walke

Judgment in Union Com Pleas

You will issue an execution in above case returnable next term

To John Cassil Clerk.

C M Allison Atty for Pltff

Sept 9th 1845

Dr. Wells
vs
Wm Walker

Praecipi
Execution

Filed May 9th 1844
John Cassil Clerk

Issued May 9th 1844
John Cassil
Clerk

David M Wells
vs
Wm Walke

Clerk will issue an execution in the above case to Stelle Sheriff

To John Cassil Clerk
May 9th 1844

Allison & Hall
Attys for pltff

David M Wells
vs
Wm Walk

Judgment in Union Com Pleas
The Clerk will issue a venedi with a clause in the above case to the Sheriff

Oct 22nd 1844
To John Carsil - Clerk -

D M B Allison Atty
for Pltff

Union Com Pleas

D. M. Wells
vs
Wm Walker

Pre for Ex

Filed July 26. 1844
John Cassil Clk

Issued July 26. 1844
John Cassil Clerk

David M. Wells
vs
Wm Wolke

Issue a vendi to state sheriff in the above case.

To John Cassil. Clerk

July 26th 1844

Allison & Hall
attys for Plff

Issued July 26/44

Filed May 9, 1850
J Rinkaudf clk

David M Wells
vs
William Walker

Judgt in Union Com Pleas

Issue Execution in above case

May 9th 1850

To Dastinikade Cl. Clk —

C W S Allison
Atty for Pltff

Sleem

Filed Aug. 3-1846
John Cassil Clerk

David McNeils
vs
Wm Walk

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

To John Cassil. Clerk

Brice Allison Atty for Plff.

Aug 3rd 1846

Union Comm Pleas 159

David M. Wells

v

William Walker

Dam.	$178.45
Costs	3.73
Increase	9.93
This writ	41

Cr. Apl. 17. 1844	$23.33
Oct 22. 1844	70.00
" 31 1844	27.50

Service - -	$0.35
Milege - -	35
	70

Filed Oct 27 1845
John Cassil Clk

entered

Received this writ Sept 20th 1845 —
No property found whereon to levy —
Fees $ Robinson 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 16th day of April — AD 1844 David M. Wells recovered against William Walke as well the sum of One hundred Seventy eight dollars Forty five cents for his damages as the sum of $3.73 for his costs and charges in that behalf expended, as of record is Manifest.

You are therefore Commanded that of the ~~lands & Tenements~~ goods and Chattles and for want thereof of the lands and Tenements of the said William Walke you cause to be made the damages and Costs aforesaid with interest thereon from the 16th day of April AD 1844 until paid, also the sum of $9.93. 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 David M. Wells, 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 September AD 1845.

John Cassil Clerk

Received this writ June 18th 1845
No property found whereon to levy August 8th 1845

Ex. Doc No 2 Page 144

David M. Wells

~

Wm Walke

Dam	$178.45
Cost	3.73
Increase	11.73
This writ	41

Cr.

April 17. 1844	$23.33.
Oct. 22. 1844	70.00
Jany. 2 1845	27.50

Service - - -	$0.35
Milege - - -	25
	60

Jas M Robinson
Sheriff

Filed Aug 18. 1845
John Carrol Clk

Entered

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 16 day of April A. D. 1844

David M. Wells

recovered against Wm Walke

as well the sum of One hundred Seventy Eight dollars and Forty five cents, for his damages, as the sum of $3.73 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said William Walke

you cause to be made the damages and costs aforesaid with interest thereon from the 16th day of April A. D. 1844 until paid. Also the sum of $11.73 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said David M Wells

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 18 day of June, A. D. 1845

Attest John Cassil CLERK.

Rec'd this writ May 9. 1844. Levied June 1. 1844 upon 1 Bay Mare - 7 years old. the undivided ½ of the Grain Growing on 30 acres of Corn - 12 acres of Wheat & 12 acres of Oats, Offered the for sale June 28. 1844. having previously legally advertised the same, but no sale made for want of Purchasers. -

M. W. Steele Sheriff

Union Com Pleas (2) 121

David M. Wells

vs

William Wrake

Damages $178.45
Costs 3.75
This Writ .41

Credit
April 17. 1844 $23.33

Ann 35
Miley .70
Bird 1.00
Adof .25
2.30
Prfe 1.00
3.30

Filed July 2d 1844
John Carrie 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 16th day of April — A. D. 1844 David McWelly

recovered against William Walker.

as well the sum of one hundred and ~~Seventy~~ Eight dollars and forty five cents, for his damages, as the sum of $3,73 for for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said William Walker

you cause to be made the damages and costs aforesaid with interest thereon from the 16th day of April — A. D. 1844 until paid. Also the sum of $0,41 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said David McWelly

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 May — A. D. 1844

Attest John Cassil — CLERK.

I offered the property for Sale Sept 30. 1844.
having previously advertised according to law
Part no Sale for want of Bidders.

N. W. Steele Sheriff

Union Comm Pleas

David McWells
vs
Wm Walker

Damages	$178.45
Costs	3.75
Increase	3.71
This writ	.41

Fees Serv —	.35
Mile	.40
Bond	.50
Pr. fee	1.25
	2.50

Filed Oct 2d 1844
John Cassil Clk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods and chattels of Wm Walke to wit: one Bay Mare 7 years old, the undivided ½ of the Grain Growing on 30 acres of Corn, 12 acres of Wheat & 12 acres of Oats;

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy David N Wells the sum of one hundred and seventy Eight dollars and forty five —— cents, for his damages, together with $ 3.73/100 for his costs, with interest thereon from the 16th day of April A. D. 1844 until paid, which late in our said Court the said David N Wells recovered against the said William Walke

as of record is manifest. Also, $ 4.12/100 —— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said David N Wells

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 April A. D. 1844.

John Cassil CLERK.

364

David M Wells
vs
William Walk

Damages $ 178.45
Costs 3.73
Increase costs 20.47
this writ .41

Recorded

Ex Apl 17. 1844 - $23.33
" Oct 22. " 70.00
" January 2. 1845 - 27.50
" June 29. 1848 - 50.00

Filed May 10. 1850
James Kinkade p. clerk

C B B Allison
atty for Plff

Received this writ May 9th 1850. There being no goods or chattels lands or tenements found whereon to levy. May 9. 1850.
Fees = mileage 35
service 35 = 70
Philip Linder 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 16th day of April A.D., 1844

David M Wells

recovered against William Walk

as well as the sum of One hundred & Seventy eight dollars and forty five cents for ~~debt, as the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ his damages, as also the sum of $ 3,73 for his cost and charges in that behalf expended, as of record is manifest. As you have heretofore been commanded

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William Walk

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 16th day of April A.D., 1844, until paid; also the sum of $ 20,47 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said David M. Wells

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 9th day of May A.D., 1850.

James Kinkade Jr Clerk.

Ex Docket P. 364.

D. M. Wells.

v.

William Walker

Dam.	178. 45
Cost	3. 73
Incr.	14. 85
Writ	.41

Cr.

April 17. 1844	$ 23.33.
Oct. 22 "	70. 00
Jany. 2 1845.	27. 50

Service — —	$0-35
Milege — —	35
	$ 70

Wm McRobinson
Sheriff

Filed July 13. 1846
John Caniel Clk

Received this writ May 15th 1846 —
No property found whereon to Levy
July 13th 1846 —
Wm McRobinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 16. day of April A. D. 1846.

David M. Wells.

recovered against William Walker,

as well as the sum of One hundred Seventy eight dollars and Forty five cents for ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $3.73 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 William Walker

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 16. day of May. A. D. 1844, until paid: also the sum of $14.85. the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said David M. Wells.

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 19. day of May A. D. 1846.

John Cassil Clerk

Civil/Domestic Case File

Case No. 1843-CV-0042

No. 43-CN-42

Union Common Pleas Court

Jacob Brown Plaintiff,

against

Harmery Hunneway Defendant.

APR TERM. 1844

Judg. vs. Plff

Journal 3 Page 216

Record No. 7 Page 287

Ex. Doc. Page

Jarmery Hemenway
vs
Jacob Brown

Transcript

Filed October 12th 1843
John Cassil Clerk

Cost Bill made

Recorded

Jacob Brown
Transcript

Jarmery Hemenway
vs

Permary Hemmway administrator of the estate of Samuel Patch Deceast V S Jacob Brown and Emanuel Brown

Subpeonas for three persons — $0-20
Continuence — 10
Swearing two witneses — 8
witneses fees
Wm Cooperrider 50
Christopher Brown 50
Precilla Brown 50
Judgment on trial 25

$2/3
recognisance 25
transcript — 31½
plaintiff paid 31½ cents for transt

July 29th 1843 — by Defendant — Defendant appeared Trial had in Plaintiff failed to appear Brown & Wm absence of plaintiff — Christopher the above Cause — — Cooperrider sworn and examined in on hearing the evidence

It is Considered by me that the Defendant recover of the plaintiff the sum of Twenty One Dollars and Fifty Cents — and Costs of suit and Costs that may accrue

July 15th A D 1843

Suit brought by amicable agreement by both parties — on note of hand, which reads thus Oct 28th 1833 — for value received I promise to pay Samuel Patch Twenty Five Dollars by the 25th of December next with Intrest, as witness my hand — Signed Jacob — Brown
Emanuel — Brown

July 15th 1843 note filed
parties preasent — the Defendant Claims that the note has been paid
the Defendant adjourned the above Cause to the 29th day of July 1843 at 1 — oclock P M

July 27th 1843 The Defendant demanded subpeonas for Wm Cooperrider Christopher Brown & Precilla Brown to appear as witneses in the above Cause at 1 - oclock - P - M — on the 29th day of July 1843 — —

— the above subpeonas returned served

July 29th 1843 — 1 - oclock P M —

August 7th A D 1843

in the action of Farmary Hemmway adminis
trator of the Estate of Samuel Patch decast
against Jacob Brown & Emainuel Brown —

We Steven Patch & Thomas Robinson do acku
owledge our selves bail for the appellent
in the sum of Fifty Dollars to levied of our
goods and Chattles lands and tenements in case
the appellent shall be condemned in the above
action, and shall fail to pay the Condemnation
mony, and costs that have accrued, or may
accrue in the Court of Common pleas —

Signed — Thomas Robinson
Stephen Patch

Taken signed and acknowledged this
Seventh day of August 1843 before me
Wm M Robinson J P (Seal)

I do hereby certify the above to be
a true Coppy from my Docket in the
above Cause

Wm M Robinson J P (Seal)

In Union Com Plas

Farmery Hemenway
Admr of Samuel Paten
vs
Jacob Brown
et al.

Nar

Filed Nov 22 1843
John Cafsil Clerk

Recorded

Allison & Hall

State of Ohio
Union County SS

Court of Common Pleas
October Term A.D. 1843

This cause comes into Court by way of Appeal from a Justices Court, whereupon Farmery Hemenway as administrator of the ~~estate~~ of Samuel Patch deceased, complains of Jacob Brown and Emanuel Brown, in a plea of assumpsit, for that whereas the said defendants, on the 28th day of October A.D. 1833, at the County of Union aforesaid, made their promissory note in writing, and then & there delivered the same to the said Samuel Patch, then in full life, and thereby promised to pay to the said Samuel Patch, Twenty five dollars, by the 25th of December next ensuing after the date of said note, with interest, which period has now elapsed, and the said defendants, then and there, in consideration of the premises, promised to pay the amount of the said note, with interest, to the said Samuel Patch, according to the tenor and effect thereof. Yet the said defendants (although often requested) have disregarded their promises and have not paid the said sum of money nor any part thereof, to the said Samuel Patch in his lifetime, nor to the said Farmery Hemenway as his administrator; To the damage of the said Farmery Hemenway as administrator as aforesaid one hundred dollars, and thereupon he sues &c. And the said Farmery Hemenway brings into Court here his letters of administration duly granted &c

By Allison & Hall His Attys

Thomas Mapes

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thomas Mapes & others

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

And this thy 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 17. day of Apl. A. D. 1844,

S. S.

John Cassil Clerk

A true Copy of Original writ-

W. W. Steele Sheriff

~~Clerk~~

Samuel Patch Cr to Jacob brown D — Cts

July — 1834 to your self and Solomn one

Day to bind oats 1 Dollar — — 1 — 00

~~In the fall to 9 days work of his chopping~~

In the winter of 1835 to about 19 hun

Dred of lap shingles rive and shaved 4 - 75

Ditto to two half bushels of ~~[illegible]~~ Ears corn 17

in the fall of 1834 to boys work choping

and scoreing to the amount of 9 Days of ~~[illegible]~~

one boy — 3 — 00

in the Summer of 1835 to 1780 joint

Shingles at 3 Dollars ~~[illegible]~~ per thousand — 3 — 62½

same fall to two barrels of sider got of

william Robinson at 1 Dollar per barrel 2 — 00

January 1 1838 by cash one Dollar — 1 — 00

February by paying John Park 5 Dollars 5 — 00

by paying wells 50 Cts — 0 — 50

by paying Geers for ~~[illegible]~~ whiskey — 25

21 29

Jacob Brown, esq Dr to samuel Patch D. 64

april ~~from the 9 to the 21~~ 1834 to the yuse of waggon from 9
to the 21 being twelve Days - one Dollar — 1-00
at the same time agree to give three Dollars
for the use of the two lots on the west side of
the Road to sow with oats and flax — 3-00
the present season to be paid in hay ing — 0-50
february 25 1835 to two bushels oats
february March and april to Eight bushels
of potatoes at 25 cents per bushel — 2-00
March 18 1835 to one bushel oats — 0 25
May 1 - to my self horses and waggon
to Draw your wife to bigelows and
your shuger to lains 1 Dollar — 1-00
~~january 1 183~~
july 4 1836 to Cash 1 Dollar for bigelow 1-00
january 1 - 1838 to three hogs as agreed
ten Dollars — 10-00
february 14 to my self and team Drawing
bark to steels tan yard 1 Day — 1-00
june 22 to two bushels potatoes at 25 per bus — 50
20 25

November 25 - 1833 Received 1 12½ cts by Lyd

april 12 1834 Received 90 Cts by Lydia

Received Growth Page

October 28. 1833 for value Received I promise to pay
samuel Patch twenty five Dollars by the 25 of Decem
ber Nex with Intrest as witness my hand
his mark
Jacob X Brown
Emanuel Brown

thereof as he prove is justly due against the said
plaintiff By W. McLaurine a/s Proof

Jacob V. Brown
a/s } Plea
J. Hemenway adm

Filed March 20. 1844
John Cassil Clerk

Recorded

W. C. Sawyer

Jacob Brown & Emanuel Brown } Union Com
Pltf } Pleas
Tarmery Hemenway } Mt Ass.

And the said Jacob Brown now comes and defends &c and says that he did not assume and promise in manner and form as the plaintiff has complained against him and of this he puts himself upon the Country, and the plaintiff doth the like by Wm C Lawrence his atty

The plaintiff and his counsel will take notice the the Defendant on the trial of this case will insist and prove that at the commencement of this suit and long before and before the death of the said Samuel Patch the said Samuel was indebted to the plaintiff for the price value and wages of work and labor done and performed by this Defendant and his servants for the plaintiffs intestate and at his request in the sum of one hundred dollars

And also in the further sum of one hundred dollars for money paid to Complainant for the use of this Defendant

And in the further sum of one hundred dollars on an account stated between the plaintiff and this Defendant on book account due from decedent in his life time

And further this Deft will insist and prove that after the said promissory note in Pltf's declaration mentioned become due and before the commencement of this suit ~~that~~ this Defendant paid off and discharged the full amount of said Note and interest then due the said decedent to the said Samuel in his life time

And on trial Deft will ask Judgment for the amount of the above accounts or so much

Hemenway
vs
Brown et als

Formerly Hennaway
Adm of Samuel Patct
vs
Jacob Brown et al

In Union Com Pleas

Clerk will issue subpoenas to Wm M Robinson, Eliza Polly, Daniel Bryan, Jonathan Wilcox, Petersburg, ~~Connersville~~ ~~Indianapolis~~ for plaintiffs

April 16th 1844

C W Allison Atty

To John Cassil Clerk

Union Common Pleas

Z. Hemenway
vs
Jacob Brown

Serv	75
Mile	35
Copies	40
	$1.50

Filed April 17. 1844
John Cassil, Clerk

Served by reading to Mr Cortlandt and left Mrs. Cortlandt demanded & received paid for want of Plaintiff April 17. 1844
& by copy on C. West & Jacob Mapes & Brown
Mr Harris April 17. 1844
N. Steele Sheff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm Cooperider, John West, Thomas Mapes, Wm Harris, Caroline West and Christopher 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 ~~Johnson Hennessey~~ Jacob Brown in a certain matter in controversy in our said Court depending: wherein ~~the said~~ Johnson Hennessey is plaintiff, and Jacob Brown 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 17 day of April A. D. 1844,

John Cassil Clerk.

Union Com Pleas

F Hennessy adm
vs } Set for Writ
Jacob Brown et als

Served by reading to the within named — April 16. 1844. — Elias Jolly demanded his fee. Paid by me

Farmery Hennessy

Serv 75
Writ 5
80

Filed apl. 17. 1844
John Cassil Clk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm M Robinson, Elias Jolley James Bryan and Jonathan Wilcox Stephen Patch & Samuel Heathman

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~~ ~~[illegible]~~ tomorrow morning at 8 o'clock A, M, to testify and the truth to speak on behalf of Farmey Hemenway admr in a certain matter in controversy in our said court depending: wherein Farmey Hemenway administrater of Samuel Patch is plantiff, and Jacob Brown et als are — defendant.

And this thy 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 16th day of April A, D, 1844

John Cassil Clerk,

Sol Dec of Abm
Graham & others
vs
Richard Rae

Filed April 17-1844
John Cofoid
Clk

Christ. Brown
Wm Copenden Thos Mapes
John West Wm Harris
Caroline West are wanted by Deft
in the case of
Hemenway
vs
Brown
forthwith
Wm C Lawrence
Atty for Deft

Civil/Domestic Case File

Case No. 1843-CV-0043

No. 43-CV-43

Union Common Pleas Court.

Fredrick Sagar Plaintiff,

AGAINST

J. Hemingway et al Defendant.

MAY TERM. 1845

DECREE FOR PLAINTF

Journal 3 Page 281

Record No. No Record Page

Ex. Doc. Page

Mon Com Pleas

Frederick Sager
vs
Harmery Hemenway
et als

Praecipe

Filed Oct. 18th 1843
John Cassil
Clerk

Cost bill made

Frederick Lagar
vs
Harmory Hemenway
Sandridge Hemenway
& Daniel Hemenway

Union Com Pleas
Oct term 1843
Debt thirty two hundred dollars
Damages 1000$

Issue a summon returnable forthwith and endorse suit brot on defendants article of agreement with the plaintiff sealed with their seals dated on the 11th day of April 1838 on which there ~~remains~~ due 800$. from the 11th day of April 1840. 800$ from the 11th day of April 1841 800$ from .. .. .. 1842. 800$ from .. .. .. 1843 with their interest also for goods sold and delivered an account stated &c

By W C Lawrence
atty for pltff

Union Common Pleas

F. Sager
vs
Farmer Hemenway
Vandrick Hemenway
Daniel Hemenway

Served by certified
Copies Oct 19. 1843
W. W. Steele Sheff

Serv .75
Mile .50
Copies .45
1.70

Filed Oct. 19th 1843
John Cassil
Clerk

Said Defendants entered into articles of agreement with the Plaintiff dated with their date on the 11th day of April 1838 on which there remains due $800 from the 11th day of April 1840, $500 from the 11th day of April 1841, $500 from " " " 1842 $500 from " " " 1843 with the interest due for goods sold and delivered on account stated &c

By W. G. Lawrence
Atty for Plaintiff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Farmer Hemenway Dandridge Hemenway & Daniel Hemenway

to appear

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

in a plea of ~~Assumpsit~~ Debt, Damages Debt thirty two hundred one thousand Dollars

And have you then there this writ.

John Cafsil

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this 18th day of Oct. A. D. 1843

John Cafsil CLERK.

Union Com Plea

Frederick Hagen
vs
Hannah Hemenway
Daniel Hemenway
and [redacted] Hemenway
Survivors

Served by Certified Copy on the within Survivors. April 18. 1844
W. W. Steele Shff

Lev 35
Mile 60
Copies 30
$1.25

Filed April 18. 1844
John Lapsie Clerk

Suit brought to recover damages for non performance of Defendants intestate in not executing and delivering to Plaintiff the Defendants with one Daniel Hemenway on the 11th day of April 1836 in which the covenants are many broken to the damage of the Plaintiff five thousand dollars as aforesaid also for goods sold and delivered and an account stated &c

B. Ben Calhoun
Atty for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Fanney Hemenway & Dandridge Hemenway - Survivor.

to appear

forthwith ~~of 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 Frederick Sager

in a plea of Covenant Damages Five Thousand Dollars

And have you then there this writ.

WITNESS, ~~JAMES H. GILL~~ John Cofsil, Clerk of said Court, at the Court-House aforesaid, this 17th day of April A. D. 1844

John Cofsil CLERK.

Union Com Pleas

F. Sagar

vs

F. Hemenway et al

Served by reading
to D. Chapman &
Saml. Sagar Sr. July
1st 1844. W. W. Steele Shff

Serv 25
Mile 5
30

Filed July 3. 1844
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon George M. Rickard, David Chapman, Newton Sager and Samuel Sage Senr

to 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, 8 o'clock A, M, to testify and the truth to speak on behalf of the plaintiff in a certain matter in controversy in our said court depending: wherein Frederick Sage is plantiff, and Jamery Hamenway & Bandridge survivors are 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 first day of July A, D, 1844

John Cassil Clerk

Union Com Pleas

Sager
vs
F Hemmway et al

Filed July 1. 1842
John Cassil Clerk

Issued July 1. 1842
John Cassil Clerk

Frederick Sage
vs
~~Sandridges~~
Hemenways

Union Com Pleas
for July 1844

George Rickard David Chapman Newton Sage. and Samuel Sage Senr are wanted in behalf of Pltff on Second day next term

Wm C. Lawrence a.l.
for Pltff

Union Com Pleas

H Sager
vs
H Hemenway et als

Precipe

Filed June 25. 1844
John Cassil Clerk

Issued June 25. 1844
John Cassil Clk

Frederick Fager
vs
Farmery Hemmway et al

In Union Com Pleas

Issue subpoena
to Charles T Arthur
to testify on behalf of Deft returnable
next term 2nd day
June 26th 1844

Johnson Cassil Clerk

G W Allison
Atty for Deft

Union Com Pleas

Frederick Sager
vs
Farmery Hemenway &
Sandridge Hemenway
Survivors &c

Sub for Defts Wit

Filed July 2d 1844
John Capsid
Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Charles J. Arthur

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, 8 o'clock, A. M. to testify and the truth to speak on behalf of The Defendants in a certain matter in controversy in our said Court depending: wherein Frederick Sager ~~A~~ is plaintiff, and Tamsey Hemenway and others 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 26th day of June A. D. 1844,

John Cassil Clerk.

and will also then and there demand a judgment against the said plaintiff for the balance of said penal sum of money due to the said defendants, according to the statute in such case made and provided.

C W Allison

for Defts

In Union Com Pleas

Farmers & Drovers Bank et al

adt

Frederick Sager

Plea

Filed June 27, 1844

John Cassil Clerk

C W Allison

Farmery Hemenway &
Sandridge Hemenway
survivors
ads
Frederick Sager

Covenant Indemnis
Com Pleas

And the said Farmery Hem-
-inway and Sandridge Hemin-
-way come and defend. and say that they have
not broken the said covenants in the said declaration
mentioned, or any or either of them, in manner
and form as the said Frederick Sager hath complained
against them; and of this they put themselves upon the country
and the said Frederick Sager doth the like-

By C W B Allison his Atty

The plaintiff will also take notice - that the defendants
on the trial of this cause will give in evidence and insist
that they plaintiff are entitled to offset a judgment (with interest) against
Said Sager and in favour of Otway Curry. which judgment
the defendants (with said Daniel Hemenway dec'd) were
compelled to pay as garnishees under proceedings
in attachment instituted June 19th 1839 - said judgment
including debt and costs. amounting to about the sum
of one hundred dollars. And further - that the plaintiff
at the commencement of this suit, was and still is indebted
to the defendants in sum of five thousand dollars - for the
price and value of goods and chattels, before that time
bargained and sold by the defendants to the plaintiff at his
request; and also in the sum of $5000. for the price and
value of chattels before that time sold and delivered
by the defendants to plaintiff at his request - and also
in the sum of $5000.
for the price and value of work before that time done, and
materials for the same, provided by the defts for plaintiff at his
request. And also in the sum of $5000. for money before
that time received by the plaintiff for the use of defendants.
and that defendants will set off on said trial, so much
of the said several sums of money so due and owing
from the said plaintiff to defendants, against any demand
of the said plaintiff to be proved on the said trial, as
will be sufficient to satisfy and discharge said demand;

Union Com Pleas

Frederick Sager

vs Precipe

Tarmery Hemenway &
~~Samuel~~ Bandrick Hemenway
survivors

Filed April 17. 1844
John Cassil Clerk

issued

Frederick Sagar
vs
Farmery Hemenway
and Daniel Hemenway
Survivors

Wm Com Pleas
April term 1844
Covenant
Damages $5.000.

Issue a summon returnable forthwith endorse suit Brot to recover damages for non performance of defendants article of agreement under seal executed and delivered to plaintiff by defendants with one Daniel Hemenway now deceased on the 11th day of April 1838 in which the covenants are now broken to the damage of the plaintiff five thousand dollars as aforesaid also for goods sold and delivered on an account stated &c

By Wm C. Lawrence
Atty for Pltff

not paid the said four several payments (nor
Taxes since becoming due) of eight hundred dollars
each in the aggregate thirty two hundred dollars
nor either of them nor any part thereof And so
the said Defendants have not kept their said
Covenants But hath Broken the same to the dam-
age of the plaintiff five thousand dollars and
therefore he sues &c

By Mr C. Lawrence
his atty

Union Com. Pleas

Frederick Rayer
vs
Jr Heuenway and
Q. Heuenway

Debt bill mar

Filed May 27. 1844
John Lapsie Clerk

State of Ohio } Court of Common Pleas
Union County ss } April Term 1844

Frederick Sager complains of Farmery Hemenway and Dandridge Hemenway in a plea of Covenants for that whereas on the eleventh day of April 1838 at the County of Union By certain articles of agreement then and there concluded by and between Frederick Sager by his agent Simon Richard and the said Farmery Hemenway and Dandridge Hemenway together with one Daniel Hemenway now deceased sealed with their seals and now to the court here shown, the said Frederick Sager did Bargain and sell to the said Hemenways two hundred and eighty and one fourth acres of land lying on Darby's Creek with the appurtenances and possession and the said Defendants did thereby covenant and agree to and with the said Frederick Sager to pay him (with other payments) the sum of eight hundred dollars on the eleventh day of April. 1840 and eight hundred dollars on the eleventh day of April 1841. and eight hundred dollars on the eleventh day of April 1842 and eight hundred dollars on the eleventh day of April 1843 and also to pay all Taxes that should become due after the date of said agreement and the said Frederick Sager says that on the day and year aforesaid the said defendants entered upon said premises and remain in possession hitherto and the said Frederick Sager further says that though the said several periods of the 11th day of April 1840. 1841. 1842 and 1843 have long since elapsed [redacted] and Taxes to a large amount [redacted] have become due on said premises since since the date of said agreement yet the said Defendants nor either of them nor the said Daniel in his lifetime nor other person for him have

This Transcript paid - 37½

Otsego County
vs
Frederick Sagar

Filed July 1st 1844
John Carroll
Clerk

Otway Berry
vs
Frederick Sager

State of Ohio Mercer County
Paris Township ss

Suit brought on the following Proceedings a Judgment of Isa Wood Esq. a Justice of the Peace of Paris Township Mercer County Ohio. whose Docket Docket. Duly certified in in my possession.

In Attachment=

Pf. Claim founded on a Note for $87.00 Due 6 of [redacted] 1838

June 19th 1839 the Plaintiff filed his affidavit that the Said Frederick Sager is Justly indebted to him in the sum of Ninety Dollars or more not exceeding One hundred Dollars. and that the said Frederick Sager is not a Resident of the County of Mercer and the said Otway Berry makes Oath and positively says that one Formery Hemenway is indebted to to the Said Frederick Sager by Note of hand to the amount of Seven hundred dollars Thereupon I issued a writ of attachment against the said Frederick Sager with a Summons for Formery Hemenway for his appearance on the 24th Day of June A.D. 1839 at 1. Oclock P.M. and delivered the same to Abel Marks Const.

June 20th Attachment returned Endorsed the within Frederick Sager hath not any thing in said County of Mercer which I can attach by virtue of this writ. On the 20th Day of June I Summoned the within named Formery Hemenway by leaving with his wife in his absence at his place of residence a Copy of the within writ and an attested Copy of the affidavit therein mentioned together with a written notice to said Formery Hemenway to appear at the time and place in the writ mentioned. Fees - 10 Copy. 30 Mileage - 10 - 50 - Total 2.00. June 24th 1839 The said

Fannary Hemanway appeared was examined under oath touching the amount of credits in his hands, who made the following statement that he owes the defendant Frederick Sager about one hundred and thirty five dollars on a note of hand dated 11th April 1838. also the amount of Eight hundred dollars on a written agreement which is now due, other verbal agreement not to be paid until fall also the additional amount of thirty two hundred dollars to be paid in annual instalments of Eight hundred dollars each, the first instalment due on the first of April 1840. whereupon further proceedings against garnishee were continued until the 15th day of August 10 o'clock A.M. August 15th 1839 the plaintiff appeared and produced a copy of his advertisement and satisfactory evidence of having advertised the sing of the attached here in according to law - the plaintiff produced a note against defendant for $87. dollars dated 6th October 1839 whereupon it is considered by me that the plaintiff recover of the defendant the sum of ninety one dollars fifty cents

Oct 16th 1839. issued scire facias against Fannary Hemanway garnishee of Frederick Sager. and delivered to W. Wells Const

Oct 17th 1839. Scirefacias returned. endorsed served by reading to the garnishee on the 17th day of October 1839. fees - 10 cts Mileage .55 cts — 65 W. Wells const

Oct 21st 1839 1. O'clock P.M. The defendant not appearing. It is considered by me. that Otway Carey the pl. to the original action. recover of Fannary Hemanway the garnishee the sum of $91.50 cts & $2.12 cts Cost.

October 22nd 1839 execution (F.S.) issued to W. Wells const which was returned endorsed no property found whereon to levy mileage $.55 Oct 25 1839. W. Wells const

Oct. 25th 1839. Otway Carey makes oath and states that Frederick Sager is indebted indebted to him in

the sum of ninety Dollars or more, not exceeding one hundred
Dollars, and that said Frederick Sager is not a resident of
the county of Wise and the said Otway Carey makes
oath and further says that he has good reason to, and
does truly believe that Daniel R Dandridge Hennaway
are indebted to the said Frederick Sager by Notes
of hand to the amount of several hundred Dollars
Whereupon I issue a scire facias for Daniel R Dandridge
Hennaway for appearance on the 25th day of October 1839
Delivered it to W. Wells cust which was returned on
the 26th day of October 1839. Endorsed Service of Recd
to the Defendant being a copy within thereof Milgn. 54
Fees - 20. Oct 26th Dandridge Hengeny appeared
and satisfied the aforesaid Judgment and cost

Recd Oct. 26th 1839 of W.M. Pruett the amount in full
due on the above Judgment Otway Carey
Oct. 25th Recd by Court cost $7.92. other costs on
file by Deputy cust and Depty Woods cost
Recd by cust cost W. Wells, W.M. Pruett D.C.

State of Wise County to wit
I hereby certify the foregoing to be a True copy
of the proceedings had by and upon me in Judgment
and in fact as appears of record in my Docket.
Ex 30th 1839. W.M. Pruett Clk
Copy a Costs of the Clk in and for
Said County Wise Cty Wise

Civil/Domestic Case File

Case No. 1843-CV-0044

No. 43-cv-44

Union Common Pleas Court.

Frederick Sagar
Plaintiff,

AGAINST

Wm M Robinson admr
Defendant.

AUG TERM. 1845

Judgment VS Plaintiff

Journal 3 Page 324

Record No. Page

No Record.

Ex. Doc. Page

Mion Com Pleas

Fidercite Sager
vs
Simon Pickard

Praecipe

Filed Oct. 18th 1847
John Cassil
Clerk

Frederick Sagar } Union Com Pleas
vs } October term 1843
Simon Pickard } Debt 500 $ Damages 200 $.

Issue a summon returnable forth-
with endorse. Suit brot on one Defts note of hand
under seal
for one hundred and ninety dollars given to plaintiff on the 4th
day of September 1837 and due on the first day of January
1841. Also for goods sold and delivered money lent and
advanced money had and received and on an account
stated &c By Wm C Lawrence his atty

Writ on Com Plas

Frederick Sayer
vs
Simon Pickard

Plar

Filed November 20, 1843
John Capsil Clerk

Cost bill mar

State of Ohio } Union Com Pleas October
Union County } Term 1843

Frederick Sager complains of Simon Pickard in a plea of debt for that whereas the said defendant on the 4th day of September ~~1841~~ 1837 at the County of Union made his certain writing writing obligatory of that date sealed with his seal and now here to the Court shewn and then and there delivered the same to the said Frederick Sager and thereby bound himself to pay the said Frederick Sager or bearer one hundred and ninety dollars on or before the first day of January 1841. which period has now elapsed

And also for that whereas the defendant on the first day of October A.D. 1843 at the County aforesaid was indebted to the plaintiff in the further sum of three hundred dollars for the price and value of goods sold and delivered by the plaintiff to the deft at his request

And in the further sum of three hundred dollars for money lent by the plaintiff to the defendant and at his request

And in the sum of 300 $ for money then and there received by the deft for the use of the plaintiff

And in the further sum of three hundred dollars found to be due the plaintiff from the defendant on an account then and there stated between them

Yet the said Simon Pickard has not paid the said sums of money nor either of them ~~to the plaintiff~~ nor any part thereof to the damage of the plaintiff two hundred dollars and thereupon he brings suit

WC Ley

Wm C. Lawrence
his atty

In Union Com Pleas

Wm M Robinson admr
of Simon Rickard
dec'd ads
Frederick Sager

Plea

Filed May 20th 1845
John Capil, Clerk

B M B Allison

William M Robinson admr [redacted] } In Union Com Pleas
of Simon Rickard decd } Debt -
ads
Frederick Lager } And the said defendant
administrator as aforesaid

Comes and defends the wrong and injury &c and says that he - (or the ~~the~~ [redacted] said Simon Rickard in his lifetime did not or) deceased, doth not owe the said sums of money above demanded, or any part thereof, in manner and form as the said plaintiff hath com = plained against him, and of this the said defendant puts himself upon the country - and the said plaintiff doth the like -

By C M B Allison Deft Atty

Union Com Pleas

Frd^k Sager
vs
Admrs of S Rickard

Filed July 3^d 1844
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Newton Sagers

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~~ third day of next Term, 8 o'clock, A. M. to testify and the truth to speak on behalf of Frederick Sagers in a certain matter in controversy in our said Court depending: wherein Frederick Sagers is plaintiff, and Wm M. Robinson admr of Simon Pickard 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 first day of July A. D. 1844,

John Cassil Clerk.

suit that on Oath make of hand under
seal for one hundred and seven
dollars given to Phillips on the 4th day
of September 1837 and on the first
day of January 1841 also for 2000 and
and delivered money lent and advanced
money had and received and on an account
stated &c By Wm. L. Lawrence his atty

union common Pleas

J. Lager
vs
Simon Rickard

Served by certified
copy Oct 19. 1843
W. W. Steele Sheff

Serv	35
Mile	50
Copy	15
	1.00

Filed Oct. 19th 1843
John Capel
Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Simon Rickard

to appear

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

in a plea of Debt 500 $ Damages 200 $ Dollars

And have you then there this writ.

John Cassil

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this 15th day of Oct. A. D. 1843

John Cassil CLERK.

Union Com Pleas

Sagen

vs

Richards admr

Filed July 1. 1844

John Carrie Clk

Issued July 1. 1844

John Carrie Clerk

Frederick Lager
vs
Simon Pickards Admin.
istrator

Union Comm Pleas
for July term 1844.

Newton Lager is wanted
as a witness on behalf of Pltff on the
3rd day of term

Wm C Lawrence
atty for Pltff

Civil/Domestic Case File

Case No. 1843-CV-0045

No. 43-CV-45

Union Common Pleas Court.

Alex Stillings Plaintiff,

AGAINST

Wm Reed Defendant.

MAY TERM. 1845

JUD'G VS PLAINT'F

Journal 3 Page 287

Record No. No Record. Page

Ex. Doc. Page

Rec'd Oct 19th 1840
John Capis
Clerk

Copied

Depositions of Benjamin
Sager & Sallyan Sager taken
Sealed up & Directed to
Wm W Robinson to be Read
in the Case of Alexander
Stillings vs William Reed
Pending Before Wm W Robinson

Deposetions of Witnesses taken in a Cause pending
Before Wm. M. Robinson a Justice of the peace
Wherein Alexander Stillings is plaintiff and
William Reed is Defendant in pursuance of
the notice hereto attached and at the time
and place therein mentioned
James Stillings agent for plaintiff present
Benjamin Sager of Marion County of lawful
age Being first Duly Sworn By me as hereafter
certified Deposes & says I asked William Reed for
money he telled me he had Received none Exceeding
five Dollars the Conversation to place about the first
of April last 1848 Said Reed to me at my
house on monday the 28th instant that he had got
forty Dollars and further this Deponant saith not

Benjamin Sager

also Sally ann Sager of Marion County and of
lawful age Being first Duly sworn as hereinafter
certified Deposes & says that the thursday
Before the first Sunday in July Peggy Low sent her
little Girl for me to come Dowry there when I came
there she wanted to know whether I had knowed
of mr. Reeds finding any money I told her that
I Did not know of their finding any money She
to told me that there had been a Certain person
to their hous the Day Before and told her that
Reeds had found the money then Betsy Reed
Mentioned in presents of witness that they had got
fifteen Dollars upon fifteen & she said they

Caried over

had gold Mrs Reed told her husband of this Conversation & he appeared to be troubled about it the Boy that Should have told that they found the money was not at home at that time but Came home next morning he took the Boy out & talked with him Mr Reed Came in & Sit Down & appeared in trouble but said nothing Mrs Reed said if She found out that Allen had told the Story he Should Be whiped Severely ~~the next I heard when~~ question By plaintiff Did you See any gold or Silver She said She Did not See ove three Dollars and further this Deponant saith not

her
Sallyann Sager
mark

I Dennis Welch a Justice of the peace in and for the Township of Jackson in the County of union Ohio Do hereby Certify that the above named Benjamin Sager & Sallyann Sager were By me first Duly Sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Depositions By them Respectively Subscribed were Reduced to writing by me and were taken at the time & place specified in the Enclosed notice

In testimony Whereof I have hereunto set my hand this 31st Day of August AD 1843

Signed Dennis Welch J.P.

The defendant except to the foregoing Deposition of Sally Ann Sagar 1st Because it is ~~all~~ altogether hearsay 2d the Deponant no legal notice

Sept. 1st 1843. P Bloole Atty for Deft.

Alex Stillings

vs

Wm Reed

Trespass

Filed Oct 18th 1843
John Capshillen Clk

Cost bill made

copied

Alexander Stillings
vs
William Reed

Alexander Stillings
v S
William Reed

plaintiffs costs

recognisance -	pd	25
Summons —		12½
subpoenas —		56
swearing 12 witnesses		48
Judgment —		25
recognisence for appeal —		25
transcript — paid		31¼
Justices Costs		$2,22¾

Constables Costs

Serving summons		12½
milegl —		15
serving subpoenas and milege -		$1 85
		$2,12½

Witnesses fees

Samuel Tyler	50
Jacob - Low -	50
James - Thompson	50
James - King -	50
John McNear -	50
Mary Impson -	50
Elizabeth Barthamo	50
Margaret Low -	50
Margaret Reed	50
Wm Reed —	50
George Reed -	50
Allen Reed -	50
	$6 00

August 26 A D 1843
Damge - fifty Dollars
Bill of particulars filed

The said Alexander Stillings being a Nonresident of the Township, was required to give security for Costs & thereupon James Stillings and John King came before me and acknowledge them selves Jointly and severly to owe and stand indeted to the said Wm Reed the defendant, in the sum of Seventy Five Dollars, to be levied upon there respective goods and Chattles lands and tenements upon this Condition that if the said Alexander Stillings shall pay the full amount of costs that may accrue in the prosecution of the said action against Wm Reed when Judgment is rendered there in by me then the above recognizance to be void, otherwise to be in full force (signed
James Stillings ag (Seal)
John - King — (Seal)

Taken signed and acknowledged before me this 26th day of August A D 1843
Wm R Robinson J P (Seal)

August 26th 1843
summons issued and delivered to James R Reed Constable for appearance of the defendant on the First day of Sept 1843, at ten o'clock A M — ~~August 28th 1843 served by leaving an attested copy~~

August 26th 1843 by order of the plaintiff Subpoenas issued and delivered to James P. Reed Constable for Wm Reed Jr Mary Impson James King Margaret Reed Samuel Tyler James Thompson Margaret Low - Lucus Low John McNear Elizabeth Parthamore George Reed - Allin Reed to appear before me at my office on the first day of Sept 1843 - at 10 - o'clock A M — August 28th 1843 Summons returned served by leving an attested Copy at the dwelling house of the defendant - service 12½ Cents Milege 15 cents — Subpoenas returned served August 28 by reding to the above named witnesses - service $1.20 - Milege 65 cents — Sept 1st 1843 - 10 - o'clock A M - the parties appeared - Mr Lawrence appeared for plaintiff & Mr Cole for the defendant — the following witnesses were sworn and examined - viz) Wm Reed Jr Mary Impson Margaret Reed - James King - Samuel Tyler - James Thompson Margaret Low - Lucus Low - John McNear - Elizabeth Parthamore - George Reed - and Allen Reed -

Judgment Defered till Sept 4th 1843 —

Sept 4th 1843 - it is considered by me that the plaintiff hand no cause of action and that the plaintiff shall pay the above costs and costs that may accrue — — — — —

Sept 14th 1843 - the plaintiff made aplication for an appeal from the above Judgment - to the Court of Common pleas - Mr James Stillings - personally appeared and signed the following bond —

In the action of Alexander Stillings against Wm Reed - I James Stillings acknowledge myself bail for the appealant in the sum of Seventy five Dollars to be levied of my goods and Chattels lands and tenaments - in case the appealant shall be condemned in the action and shall fail to pay the condemnation mony and costs that have accrued or may accrue in the Court of Common pleas —

James Stillings

The within bond taken signed and acknowledged on this 14th day of Sept 1823 before me

~~Wm M. Robinson J.P.~~ Wm M Robinson J P (Seal)

I do hereby certify the within to be a true Copy from my Docket of the within Cause

Wm M Robinson J P (Seal)

Union Com Plas

Alexander Stillings
vs
William Reid

Filed May 27, 1844
John Cassil Clerk

Copied

State of Ohio } Mun Com Pleas
Mun Co, ss } October term 1843

Alexander Stillings complains of William Reed in a Plea of Trover for that whereas the said Alexander Stilling on the first day of August 1843 at the County of Union was lawfully possessed of certain Cattle Bank Notes gold and silver coin, goods & chattels, (to wit) ~~ten dollars~~ five half eagles of the value of five dollars each ten pieces of silver coin commonly called dollars and ten pieces of one half dollar each and ten pieces of one quarter of a dollar each one Shot Bag or small hempen sack containing ~~ten~~ ten dollars in gold coin and ten dollars in silver coin and being so possessed the said Alexander afterwards ~~to wit~~ on the same day lost the same and the same afterwards on the same day came into the possession of the defendant by finding by the said William Reed though he well knew the same to belong to the said Alexander Stillings yet intending to injure and defraud him thereof refused to deliver the same to the said Alexander Stillings though thereto requested but afterwards on the same day converted the same to the use of the said William Reed to the damage of the said ~~[illegible]~~ Alexander Stillings fifty dollars and therefore he sues &c

By Wm Lawrence his
ats

Receipt
for Stiff Wet

Stillings
vs
Reed

Stillings
vs
Wm Reed

Union Com Pleas
Issue Subpoenas for Wm Reed Jr
Mary Impson James King Margaret
Reed John McMear George Reed and Allen Reed
Witnesses for plff

by Wm E Lawrence
his atty

Alexander Stillings
vs
Wm Reed

In damage
fifty dollars.

To ~~the finding~~ appropriating
twenty five dollars of plaintiffs money
to his own use 25.
to twenty five dollars of plaintiff's
money found by defendant and refused to be returned 25

50.$.

Mol

Union Com. Pleas

Wm. Reed
vs } Plea
Alexander Stillings

Filed June 17. 1844
John Cofsil Clerk

P B Cale
Atty for Deft

William Reed
ads
Alexander Stillings } In Trover

And the said William Reed comes and defends, &c and says that he is not guilty of the said supposed grievances laid to his charge in manner and form as the said Alexander Stillings hath complained against him; and of this he puts himself upon the Country, &c and the said Alexander Stillings doth the like.

By O B Peale Atty for Deft

25
20
25
70

I acknowledge service in due time

Alexander Stillings
vs
William Reed

for trial before
Wm M Robinson J.P.
of Darby Township
Union County Ohio

The Defendant & his counsel will take notice that depositions will be taken to be read on the trial of this case at the office of Dennis Welch J.P. of Jackson Township, this county before some lawful authority on the day of August 31st 1843 between the Hours of Six o clock A.M. & Six P.M. on said day

Alexander Stillings Plff

Stillings
vs
Reed

Served the by reading to James King Jm. Reed Jr
George Reed Allen Reed Mary Impson John McNear
by reading and on Margaret Reed by copy left
at her place of residence with her Mother

Service --	$0 87½
Mileage --	60
	$1,47½

Jm. M Robinson Sheriff

7

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Mrs. Reed, Jr. Mary Simpson, James Ring, Margaret Reed, John McNear, George Reed, and Allen Reed

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the ~~first~~ second day of next Term, at ~~10~~ 8 o'clock, A. M., to testify and the truth to speak on behalf of Alexander Stilling in a certain matter in controversy in our said Court depending: wherein Alexander Stilling, is — plaintiff, and William Reed — — — 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 26th day of May A. D. 1845

John Cassil CLERK.

Ex. Doc. No. 2 page 25

Alexander Stillings
vs
William Reed

Costs	$ 20,57½
Writ	41
Service	0-35
Milege	25
Poundage	41
	101

Filed Oct. 1st 1845
John Cassil, clerk

entered

Money in full
Mary Moda and returned my fees
Taxt at one dollar & one cent
Oct 14th 1845
M Robinson
Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Alexander Stillings — was plaintiff, and William Reed — — — was defendant, the costs of said Alexander Stillings were taxed at twenty dollars & fifty seven 3/4 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 Alexander Stillings in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 28th day of May A. D. 1845 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for 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 17th day of September A. D. 1845

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0046

OCT 184

No. 43-CV-46

Union Common Pleas Court.

Thomas F Woods et al

Plaintiff,

AGAINST

Wm E Brown

Defendant.

OCT 1844

Am Sueted,

No Record.

Journal 3 Page 241

Record No. Page

Ex. Doc. Page

Suit brought on a Replevin bond executed
given by defendants to plaintiffs for the
penal sum of one hundred dollars. Condi-
=tions vd and action July 1st A.D. 1842

C. M. B. Allison Atty
for Plaintiffs

Union Com Pleas

L. L. Woods &
Wm L Gibson
vs
William E Brown et al

Debt $100,00
Damages 100,00

Served by Certified Cop-
=ies, Oct. 19. 1843
W W Steele Shff

Serv 1.20
Copies - 90
Mile - 40
2.50

Filed Oct. 19th 1843
John Caswell

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William E Brown, Cornelius Mershon, Alpheus Hoskins, John Rudisill, Munroe ~~H~~ Michael and Matthias Collins

to appear forthwith ~~on the first day of our next term~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Thomas F Woods & William L Gibson

in a plea of Debt $105,00 Damages one hundred Dollars

And have you then there this writ.

WITNESS, ~~JAMES H. GILL~~ John Cafsil, Clerk of said Court, at the Court-House aforesaid, this 18th day of October A. D. 1843

John Cafsil — CLERK.

Thomas T Woods &
William Gibson
vs
William C Brown
Matthias Collins et als

Precipe
In Debt.

1844.

Filed Oct 18th 1843
John Cassil Clk

Cost bill made.

W.W.B. Allison for
pltff

Thomas F. Woods &
William L Gibson

vs

William E Brown
Cornelius Hershon
Alphens Hoskins
John Rudisill
Munsel H Michael &
Matthias Collins

In debt — Debt $100.
Damages $100.

Issue a summons returnable forthwith, Indorse, "Suit brot on a Replevin Bond under seal given by defendants to plaintiffs for the penal sum of one hundred dollars, conditioned &c. and dated July 1st A. D. 1842.

S M B Allison Atty
for plaintiffs

To the Clerk of Union Common Pleas.

Civil/Domestic Case File

Case No. 1843-CV-0047

No. 43-CV-47

Union Common Pleas Court.

James McIlvy Plaintiff,

AGAINST

John Parsons Defendant.

MAY TERM, 1845

Settled.

Journal 3 Page 298

Record No. No Record Page

Ex. Doc. 1 Page 424

pay the condemnation Money and costs that have accrued and may accrue in the Court of common Pleas. Signed Saml Blair

Taken signed and acknowledged this 30th day of Sept A D 1843 before me Joshua Judy J.P.

I do hereby certify the foregoing to be a correct transcript from my Docket this 12th day of Oct 1843 Given under my hand and seal

Joshua Judy J P (Seal)

James McGhoy
Transcript

James McGhoy
vs
John Parson

Filed Oct 18 1843
John Cupid
Clerk

James Mc Ilroy
vs
John Parsons
Debt $11,58.
Scirefacias .25
Const fees 35
Plaintiffs sub 28¾
Deff sub 28¾
swearing 8 wit 32
witnesses fees 4,00
Judgment 25
appeal Bond 25
Transcript 31

Suit brought on account of eleven Dollars and fifty eight cents and to revive Judgment in the name of James. Mc. Ilroy as Docket Bail for Defendant in a case wherein Davis & Herrington were Plaintiffs and John Parsons was Defendant. Scirefacias Issued to Const Lockwood for Defendant to appear Sept 26th 1843 at 12. o'clock. Scirefacias returned indorsed Sept 22nd 1843. Served on the within named John Parsons by Reading fees 35 cts J. E. Lockwood

by order of Defendant Subpoenas Issued for John Stickney Thos. Hend Hugh Stickney Anna Stickney and Job. Erwin. by order of Pltff subpoenas Issued for Nathan Hennigan Andrew Bowman and Zachariah Mc Ilroy. subpoenas all served by the Parties. and. in in due time

Sept 26th 1843

The parties appeared and declared themselves ready for trial. whereupon Nathan Hennigan Andrew Bowman and Zachariah Mc Ilroy were sworn and examined for Plaintiff. and Thos. Hend John Stickney Anna Stickney Hugh Stickney and Job Erwin were sworn and examined for Defendant. and after hearing the proofs and allegations of the parties. It is considered by me that the Defendant recover a Judgment of the ~~Defendant~~ Plaintiff for the sum of eight dollars and ~~thirty seven~~ cents Debt and his costs herein taxed at five Dollars and seventy. In the action of John Parsons against James Mc Ilroy I Saml Blair acknowledge myself 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 in the action and shall fail &c.

eleven dollars and $\frac{58}{100}$ all of which the said John Parsons refuses to pay to the said James McIlroy altho requested so to do whereby an action hath accrued to the plaintiff to have of and from the said John Parsons the said sum of eleven dollars and $\frac{58}{100}$ under the statute for the relief of sureties and Bail and therefore he brings suit &c

By Wm C. Lawrence
his atty

Miller County
James McIlroy
vs
John Parsons

Cost Bill man

Filed May 27, 1844
John Cassell Clerk

State of Ohio } Court of Com Pleas
Union County ss } October term 1843

James McIlroy
vs
John Parson

This suit comes into Court on an appeal from the docket of a Justice of the Peace and thereupon the said James McIlroy complains of the said John Parson for that whereas heretofore to wit on the 3rd day of April 1840 at the County of Union Davis & Harrington obtained a Judgment by confession before one James Herd then a Justice of the peace but now deceased against one John Parsons for the sum of eight dollars and seventy four cents and costs on which said Judgment the said James McIlroy on the 13th day of April 1840 became and was bail for the stay of Execution to the said Plaintiffs aforesaid for the said John Parsons upon the docket of the said Justice of the peace at the County of Union aforesaid And also for that on the fourth day of May 1841 in consequence of the said John Parsons failing to discharge his said indebtedness to the said Davis & Harrington or furnish property upon which a levy could be made a Judgment was rendered up on scire facias for the the sum of nine dollars and forty nine cents (debt and costs then found due the said Davis & Harrington on the original Judgment against the said John Parson) against the said James McIlroy as such Bail for stay of execution in favor of the said Davis & Harrington the whole of which the said James McIlroy has been compelled to pay for the said James Parsons including costs of Judgment and accruing costs to the amount

of

one Sythe and hangings 74 cts bid off by John R. Benson
March 1st 1841 fees 65 cts L. Griffin Court. April 21st 1841
fifa Issued to J. W. Raymond court which was returned
indorsed no property found whereon to Levy April 22nd 1841
mileage 15 cts. J. W. Raymond court. April 29th 1841
Plaintiffs ordered a scirefacias which was Issued for appearance
on the 11th day of May 1841 at 2 oclock P.M. Scirefacias
returned in due time indorsed served on the 29th day of April by
reading to the Defendant fees 25 cts J W Raymond Court.
Defendant appeared but no good cause shown why Judgment
should not be rendered against him for original Judgment
rendered against John Parsons. nine Dollars & twenty nine
cents and twenty cents original costs after deducting $3,74
made of two Executions, It is therefore considered by me
that the Pltff recover of the Defendant James McIlroy
the sum of nine Dollars and forty nine cents,
Original Debt & costs yet due and unpaid. and his
costs herein charged at 62½. fifa Issued to Court
Thurston this 16th day of July 1841, fifa returned indorsed
by virtue of the within writ levied on one crosscut saw
and one haystack. by virtue of this writ sold one
stack of hay bid of by Pltff at $2,25 cts and one
crosscut saw at $1,62½ cts bid off by Pltff fees 25 cts
Wm Novil Court for David Thurston
I do hereby certify the foregoing to be a true
Transcript from the Docket of Jane Herd Decst
Joshua Judy J P Seal

Davis v Harrington
vs
Transcript
John Parsons

Filed May 27 1844
John Kaufman Clerk

Davis & Flemington
vs
John Parsons
Debt $8.74
Plaintiffs Costs
Judgment 12½
Deft costs
Sat 10
Bail 25

April 3rd 1840
Suit brought on account of $12,20 per Merchandise at sundry times credited $3,46 leaving a balance of $8,74 as per bill filed, this day came the Defendant & confessed Judgment on the aforesaid account, It is therefore considered by me that the plaintiffs recover of the Defendant a Judgment for eight Dollars and twenty four cents and their costs herein taxed at twelve and a half cents

In the action of Davis & Flemington against John Parsons I James Mc Ilroy do acknowledge myself bail for John Parsons for the stay of Execution in the sum of nine Dollars and twenty two cents to be levied of my goods & chattels lands and tenements if Default be made in the conditions following which are that the said John Parsons shall pay the amount of the Judgment Rendered in the action aforesaid together with the Interest and costs and the costs that may accrue, signed James Mc. Ilroy
Taken signed & acknowledged this 13th day of April A D 1840 before me James Heard J.P. Oct 24th 1840 fifa Issued to Const Griffin. which was returned levied on one brindle Cow no sale for want of bidders fees 75 cts Nov 23rd 1840 L Griffin Const. Dec. 2nd 1840 venditi issued to const Griffin. which was returned indorsed Nov. 31st 1840 made on the within by sale of one Cow bid off by S. Castle at three Dollars my fees 52 cts L. Griffin const. Feb 4th 1841 fifa Issued to Const Griffin. which was returned indorsed by virtue of the within writ I have levied on one Sythe and hangings Feb 10. 1841. made on the within by sale of

J. McIlroy
vs
J. Parsons

Served May 27th 1845 by reading to Zeemiah McIlroy —
Service — 55
Wm M Robinson Sheriff by CD
Filed May 28. 1845
John Cassil Clk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John McIlroy & Zecheriat McIlroy

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.~~ forthwith, to testify and the truth to speak on behalf of J. McIlroy in a certain matter in controversy in our said Court depending: wherein James McIlroy is plaintiff, and J. Parsons 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 27th day of May A. D. 1845

John Cassil CLERK.

Hire Copy

James McIlray

vs

John Parsons

Served this writ by reading
to the within named John Stickney
& Hugh Stickney and by leaving a copy for
John Irwin Thomas Ward and Anna Stickney

Service — 1.40
Copys — 37
Mileage — 1.00
2.47

Wm M Robinson Sheriff
of Mercer Co
Ape J W Evans Dep
Sheriff Mercer Co

May 14th 1845

Filed May 17th 1845

John Capel, Clerk

mileage 10-100

247
35
282

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Thomas Herd, John Stickney Anna Stickney, Hugh Stickney, E. W. Inskeep, Joshua Judy & Job Erwin

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 John Parsons in a certain matter in controversy in our said Court depending: wherein James McElroy, is — — — — plaintiff, and John Parsons 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 7th day of May A. D. 1845

John Cassil CLERK.

May the 28th/45

We the under signed agree to release all fees that would be comeing to us on the within refund to case

E W Buskey

Zachariah McIlroy

May 28th/45

Recd of James McIlroy the amount in full of the within Judgment that the Parsons paid said McIlroy

Joshua a Ewing

Agreement of Settlement

Filed May 28 1845

John Ensor Clk

State of Ohio Union County 185

This is to certify that we James McElroy and Joshua Erwin Authorized agent for John Parsons do agree by these presents to settle all matters in controversy between us in the Court of Common Pleas or otherwise all Debts dues or demands up to this date on these conditions to wit The said Erwin has paid said McElroy Fifteen cents being the the amount found due said McElroy on accurate settlement and each one is to pay one half of the Cost that has accrued on the suit that is now pending in Court of common pleas in Union County Ohio and each to pay one half of all the Cost that was made before Joshua Judy a justice of the peace of Liberty Township Union Co Ohio and the said Erwin is to pay said McElroy the amount of a note the said Parson gave to C W B Allison calling for seven — Dollars and the Cost that has accrued on that suit before E W Inskeep a justice of the peace of Liberty Township Union Co O in a writ of Attachment Also the said McElroy has received a judgment on Joshua Judys Docket in favor against said Parsons of George Vafuff for two Dollars & fifty cents or thereabouts ~~and if the said McElroy cannot pay and receipt for said payment~~ it is to be left to Joshua Judy to say whether said McElroy shall pay said Parsons the same or not and each is to abide said Decision

In testimony whereof we have hereunto set our hands and seals this 28th day of May AD 1845

Attest

E W Inskeep

John Coe Tee

James McElroy seal

Joshua Erwin seal

John Coe

1250
111
1261 1/-
6
7566
2522
9088

Filed Sept. 22-
-46 John Cajiellen

Jas M'Elroy
vs
John Parsons

Judt in Union Com Pleas
for Costs.

Issue an execution
against plaintiff for costs according
to judgment —
Sept 22nd 1846
To John Cassil - Clerk

C W B Allison Atty for
Deft.

Filed May 5th 1845
John Cassil
Clerk

James McIlroy
vs
John Parsons

In Union Com Pleas –

Issue subpoenas for Thomas Aord, John Stickney, Anna Stickney, Hugh Stickney and Job Irwin to testify on the part of defendant in the above case – returnable next term –

To John Cassie Clerk

May 5th 1845

C M B Allison Atty for Deft

McHroy
vs
Parsons

J McIlroy
vs
J Parson

issue subpoenas for
John McIlroy and Jacob
Cridler McIlroy witnesses for plff
returnable forthwith

Mr C Lawrence
also for plff

In Union Com Pleas

John Parsons
ads
James M'Elroy

Plea

Filed June 28. 1844
John Cassil Clerk

Allison & Hall

John Parsons
ads
James McIlroy

In Minor Com. Pleas
Appeal.

And the said John Parsons comes and defends &c and says that he does not owe the said sum of money above demanded, or any part thereof, in manner and form as the said James McIlroy hath complained against him and of this he puts himself upon the country &c and the said James McIlroy doth the like

By Allison & Hall His Attys.

The plaintiff will also take notice, that the defendant, on the trial of this cause, will give in evidence and insist upon the full payment of said judgment and costs to said McIlroy by said Parsons previous to the commencement of this suit. and previously to the scire facias against said McIlroy. And also that the plaintiff at the commencement of this suit, was and still is indebted to the defendant in the sum of forty dollars, for the price and value of goods before that time sold by the defendant to the plaintiff at his request; and also in the sum of $40. for the price and value of work and labour 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 $40. money paid by the defendant for the plaintiff at his request; and also in the sum of $40. for ~~the~~ money before ~~that~~ time received by the plaintiff for the use of the defendant; and that the defendant will set off on said trial, so much of the said several sums of money so due and owing from the said plaintiff to the said defendant, against any demand of the said plaintiff to be proved on said trial, ~~as~~ will be sufficient to satisfy and discharge such demand; and will also then and there demand a judgment against the said plaintiff for the ballance of said several sums of money due to the said defendant, according to the Statute in such case made and provided.

Allison & Hall Attys Deft

amount of the within included in the judgment rendered against James Mc. Phoy Sept 26th 1843 for eight dollars and thirty seven cents debt and five dollars and seventy four cents cost

J. Judy JP

Sud Mr. Mr. Eloy please pay John Parson
five dollars fifty eight cents and oblige your
friend Sept. Thu 23 1833 Jacob Buonam

this bill not demanded by plaintiff consequently not in trial.

James McStoy To John Parson Dr

1840
From March 26th
To December 28th } To 36 Daywork at ten dollars per month. $13.84

To $1.68 paid to Elisha Bunnam in work for James McStoy and at his request — 1.68

$15.52

Ex Docket page 424

James McElroy
vs
John Parsons

Costs	$12 61½
interest	90
Writ	41
	13,92½

Service --	$0 35
Mileage - - -	1,00
Levy - - - -	35
Bond - - -	50
	$2,20

Jno M Robinson
Sheriff

advertising -	25
printers fee -	1.00

Filed October 14. 1846
John Cassil Clerk

Received this writ Sept 23rd 1846
Served Sept 28th 1846 on J Thomas Brick in the Kiln as the property of James McElroy and took his Bond in the Sum of $25 for the delivery of said Brick. advertised the above described Goods & Chattels in the Chagus for sale at the Residence of the Defendants on the 10th day of Oct A.D. 1846 Between the hours of 10 o'clock A.M. & 4 o'clock P.M. offered the above Goods & Chattels and no Bidders were present Bidders -
Jno M Robinson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein James McElroy was plaintiff, and John Parsons was defendant; the costs (original ~~and increase~~) of the said James McElroy are taxed at Twelve dollars sixty one cents, and interest up to this date dollars ninety cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said James McElroy in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 22nd day of September A.D., 1846.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0048

No. 43-cv-48

Union Common Pleas Court

Franklin Bk. of Columbus
Plaintiff,

against

Elijah Thenowitle et al
Defendant.

JUL TERM. 1843

Judg. Pr. Defendant
$869\frac{23}{4}$

Journal 3 Page 162

Record No. 4 Page 227

Ex. Doc. 1 Page 3364

Copy.

Tr. Bank
v
Elizur Chenoweth
&c

Damages 669^{23}

Filed Oct 19th 1843
John Capiel Clerk

THE STATE OF OHIO, } Ss. October TERM, 184 3

Union COUNTY,

And now M. J. Gillet one of the Attorneys of this court appears in open court in behalf of the said Elijah Chenoweth Joseph Chenoweth & Joseph Morgan 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 The President Directors & Company of the Franklin Bank of Columbus plaintiffs have above thereof declared against them and confesses that the said plaintiffs have sustained damages by reason of the non-performance of the promise and assumption aforesaid to Six hundred & sixty nine dollars and twenty three cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

M J Gillet

Attorney for Defendants

Swan's
Memo.
to
M. J. Grant Esq
Uma Co.

Filed Oct. 18th 1842
John Caspel
Clerk

Cost bill made

Recorded

Memo. for Mr. J. Gilbert &c

1. Bill and proxy.
2. Warrant of Attorney by Ann
3. Ditto.
4. Cog. Tobr signed by Mr. G. &c

Mr. G. mentioned last proxy. for £16 Cog. 23 bal.
due. He will return the notes signed —
and by mistake an Exon. to Sheriff of Yr. Co

G. Stone

Union Dec Pltf

Jr. Bank
vs
Elijah Chenoweth
et al

Nar. in Ast.

Filed Oct 18th 1843
John Cassil Clerk

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
Octr 1843.

The President, Directors, and Company, of the Franklin Bank of Columbus, Plaintiff s in this suit, complain of Elijah Chenoweth Joseph Chenoweth & Joseph Morgan

Defendant s in this suit of a plea of Assumpsit, &c. For that whereas the said defendant s on the 17th day of Octr A. D. 1843 at the county aforesaid m indebted unto the plaintiff s in the sum of Six hundred sixty nine 23/100 dollars, for so much money before that time by the plaintiff s lent and advanced to, and paid, laid out and expended for the defendant s at their request and so being indebted, the said defendant s 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 their said sum of money when thereunto afterwards requested—yet the said defendant s have never paid said sum of money or any part thereof to the plaintiff s but have wholly refused so to do and still do refuse. To the damage of the plaintiff s One thousand dollars, and therefore they bring suit, &c.

By G. SWAN, Their Attorney.

Civil/Domestic Case File

Case No. 1843-CV-0049

No. 43-cv-49

Union Common Pleas Court

Holmes, Sturgeon & Co
Plaintiff,

against

Wm. N. Wade
Defendant.

OCT TERM. 1843

Judg. Dr. Defendant
$264. 12

Journal 3 Page 164

Record No. 4 Page 228

Ex. Doc. 1 Page 438

Holmes Sturgeon
vs
Wm M Woods
Declaration

Filed October 18. 1843
John Cassil Clerk

Cont'd till mar

Recorded

Wm A Rogers
Atty

State of Ohio Court of Common Pleas of the term of September AD 1843 for Union County SS

Edmund A Holmes, Richard Sturgeon and Mathew Wilson partners in the name of the firm of Holmes Sturgeon & Co complain of William W Woods in a plea of assumpsit for that whereas heretofore to wit on the 1st day of September AD 1841 at said County the said Wood made his certain promissory note in writing of that date and then and there delivered the same to the plaintiffs and thereby promised to pay to them the sum of $126.50 one year after the date hereof which period has now elapsed = And for that whereas at the time and place first aforesaid the defendant made his certain other promissory note in writing of that date and then and there delivered the same to the plaintiffs and thereby promised to pay to them the sum of $126.50 in two years from date which period has now elapsed. Yet tho' often requested he has not paid the same nor any part of the same to the damage of the plaintiffs $300.00 and therefore they sue by

Wm H Rogers
their Atty

W. W. Wood
vs
Thomas Sturgeon et al

Plea

Filed October 18th 1843
John Capitl Clk

Recorded

J. L. Tarbet

William W Woods
ats
Holmes Sturgeon Ho

Union Com Pleas
In assumpsit

The Defendant by James L Torbert one of the attorneys of this Court as his attorney comes into open Court and waives the issuing of process and receives a declaration in this case and thereupon for answer to the same says that he cannot deny but that he did assume and promise in manner and form as the said plaintiffs have in their said declaration complained against him and that he has not kept his said promises and admits that the plaintiffs have sustained damage by reason of the premises to the amount of $260.12½ and consents that a judgment be entered on the records of said Court in said cause against him in favour of the plaintiffs for said sum and costs and thereupon he waives all error whatever in said judgment and the right of appeal from the same.

J. L. Torbert
Atty for Defd

Holmes
Sturgeon & Co
vs
W W Woods
Praecipe for
execution

Issued in our case Nov.
20th 1846

Wm A Rogers
Atty for Plt

Holmes Sturgeon pltf } 2 cases — Judgt —
vs } issue writs of fi
William W Woods } fa & lev fa to
the Sheriff of Union
Co — in the two foregoing cases —

Wm A Rogers
Atty for Pltf

Oct 15 — 1846

or judgments be entered into records of such court against me in favour of the Plaintiffs for the amount which shall be due interest and costs and to waive all command the right of appeal – Sept 1–1841

Wm H Woods Esq

Wm H Woods
To
Commonwealth
Notes & Mandt

Filed October 18th 1843
John Cogill
Clerk

$126.50 Sept 1st 1841

One year after date I promise to pay to the order of Edmund A Holmes Richard Sturgeon & Mathew Wilson partners in the name of Holmes Sturgeon $126 one hundred and twenty six dollars fifty cents with interest from date

W. W. Woods

$126.50 Sept 1st 1841

two years after date I promise to pay to the order of Edmund A Holmes Richard Sturgeon and Mathew Wilson partners in the name of Holmes Sturgeon $126 one hundred and twenty six dollars fifty cents with interest from date

W. W. Woods

I hereby authorise William A Rogers or any other attorney of any Court of record in the State of Ohio to appear for me in any of said Courts in any suit or suits brought upon the above notes or either of them to recover the amount which shall be due thereon after the same shall respectively fall due and having served or been served with process and having received a declaration or declarations in said suit or suits for me and in my name to allow judgment

Ex Docket page 438

Holmes Sturgess & Co.
vs
William W. Woods

Damages	$260. 12½
Costs	8 63½
Writ	41

Filed May 5. 1847
John Cassil Clerk

Recorded

Received this writ Nov 20th 1846
No goods or chattels lands or tenements found
within the bry
Fees — mileage 5
service 35
Philip Sider 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 18th day of October A. D. 1843. Edmond A. Holmes, Richard Sturgeon & Matthew Wilson, the firm of Holmes Sturgeon & Co. recovered against William W. Woods

as well as the sum of Two Hundred & sixty dollars and Twelve & fifty cents for their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 8,63 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 Woods

you cause to be made the ~~debt,~~ 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 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 Holmes Sturgeon & Co.

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 20th day of November A. D. 1846.

John Cassil Clerk

Civil/Domestic Case File
Case No. 1843-CV-0050

No. 43-CV-50

Union Common Pleas Court

Orris Hart
Plaintiff,

against

Stephen F. Kinney
Defendant.

OCT TERM. 1843

Judg. vs. Defendant
8/13/76

Journal 3 Page 165

Record No. 4 Page 229

Ex. Doc. 1 Page 337

Precipe

Orris Hart

vs

L. F. Kinney

Orris Hart
vs
Stephen F. Kinney

In Union Com Pleas
Judgement rendered Oct Term 1843

Clerk will issue an execution on the above case.

Allison & Hall attys for plaintiff

To John Cassil. Clerk.

January 29th 1844

Union Common Pleas

Orris Hart
vs
Stephen F. Kinney

Damages $113.76

Plea

Filed Oct 18th 1843
John Cassil Clerk

Cost bill made

Recorded

Allison & Hall
Attys for plaintiff

State of Ohio
Union County ss } At October Term A.D. 1843
of the Court of Common Pleas.

Orris Hart, complains of Stephen F. Kinney in a plea of assumpsit for that whereas the defendant at the county of Union on the eighteenth day of October A.D. Eighteen hundred and forty three was indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by plaintiff to the defendant at his request. And the defendant in consideration of the premises then and there promised to pay the said sum of money upon request. Yet although often requested he has not paid the said sum of money nor any part thereof to the damage of the plaintiff two hundred dollars, & therefore he brings suit by

Allison & Hall his atty

Stephen F. Shinn

Judgment note

$211.96

& Power to confess
Judgment in favor
of Christ Hart

Filed Oct 18, 1843
John Cafrey
Clerk

$111.91

Due Orris Hart or bearer the sum of One hundred and eleven dollars and ninety one cents. for value received.

July 8th 1843

Stephen G. Kinney (Seal)

I do hereby authorize and empower Otway Curry or any other attorney at Law in the State of Ohio, to appear in any court of record in said State at any regular term of such court, and waive the issuing and service of process, and confess a judement against me, and in favour of Orris Hart, or bearer, for the sum of one hundred and eleven dollars and ninety one cents, with interest from the date hereof, on the above note. and thereupon to release all error and waive all right and benefit of appeal in my behalf.

Dated July 8th 1843

Stephen G. Kinney (Seal)

Union Com Pleas

O. Hart

vs

S. F. Kinney

Plea

Filed Oct 18th 1843

John Capil

Clerk

Recorded

State of Ohio, } In the Court of Common Pleas
Union County ss } October Term, A.D. 1843

And now Otway Curry, an attorney of this court appears in open court, and by virtue of a Power of Attorney for that purpose, appears to the above declaration in favour of the said Orris Hart, and against the said Stephen F. Kinney - waives the issuing and service of process - confesses that the said Defendant was indebted to the said Plaintiff and that the said defendant did promise in manner and form as the said Plaintiff has declared against him and that the said Plaintiff by reason of the nonperformance of the said promise has sustained damage in the sum of one hundred and thirteen dollars and seventy six cents; for which sum and costs of suit he hereby confesses judgment in favour of the said Plaintiff and waives and releases all errors and the right of appeal in behalf of said Defendant.

Otway Curry
Attorney for Defendant

Ex. Docket No. 2. Page 102

Orris Hart
vs
L. Z Kiney

Damages — $113,76
Cost — — 7,72
Writ — — 41

Recd Jany 29. 1844.
No property found whereon to levy March 7. 1844
W. W. Steele Sheff

Serv 3 5
Mile 5
$4 0

Filed March 7. 1844
John Cassil Clerk

Civil/Domestic Case File

Case No. 1843-CV-0051

No. 43-CV-51

Union Common Pleas Court

James C. Dynes
Plaintiff,

against

John P. Reed
Defendant.

OCT TERM. 1843

Judg. Dr. Defendant
$930. 76/11

Journal 3 Page 177

Record No. 4 Page 284

Ex. Doc. 1 Page 343

Mon Com Pleas

James P. Dynes
vs
Dec'd
John P Reed

Filed Oct. 14th 1873
John Cassil
Clerk

Cost bill made

Recorded vol 4
pp 274

The State of Ohio } Court of Common Pleas
Union County ss } October Term 1843

James C Dynes complains of John P. Reed in a plea of debt for that whereas the said John on the 9th day of October 1843 at the county aforesaid made his certain writing obligatory sealed with his seal and (now here to the court shewn) and then and there delivered the same to the said James and thereby bound himself to pay to the said James C Dynes or order nine hundred and twenty nine dollars and $\frac{58}{100}$ one day after the date thereof which period has now elapsed whereby an action hath accrued to the said James C Dynes to have of and from the said John P Reed the said sum of 929 $\frac{58}{100}$ $ yet the said John P Reed hath not paid the said sum of money to the said James C Dynes nor any part thereof to the damage of the said James C Dynes 1000 $. and there upon he brings suit by

Wm C. Lawrence his atty

John P. Reed
Adm's } Plea
James C. Dynes

Filed Oct. 19th 1849
John Cassie
Clerk

Recorded

John P Reed
vs
James E Dynes

Union Common Pleas
October Term 1843

And the said John P Reed by P. B. Cole one of the attorneys of this court appears in open court and by virtue of a warrant of attorney for that purpose executed under the Hand and Seal of the said Reed comes & defends &c and waives process in this case accepts a declaration and confesses Judgment in favor of the said James E Dynes in the sum of nine hundred and twenty nine dollars and $\frac{58}{100}$ his debt and one dollar & $\frac{16}{100}$ his damages sustained by means of the detention of the said Debt aforesaid and also his costs in this behalf expended and also by virtue of the same letter of attorney releases all error that accrues in the rendition of this Judgment and also waives the right and benefit of appeal

P B Cole
Atty for Deft

J. C. Dynes'on
J. B. Reed

929.58 Debt
1.18 Damage

Filed Oct. 18th 1844
John Cassil
Clerk

929.58

One day after date I promise to pay James B Dynes or order the sum of nine hundred and twenty nine dollars & fifty eight cents and I do also by these presents authorize and empower any attorney at law of the State of Ohio in the name and behalf to appear in any Court of Record or before any Justice of the peace of the said State and to cause process and then and there to confess Judgment in favor of the holder of this obligation for the above amount with Interest and cost and I do hereby Release all Errors that may occur in the Rendition of said Judgment and waive all Right and benefit of appeal in my behalf in witness whereof I have hereunto set my hand and seal 9th day of October 1843

Alson D Reed (Seal)

929.58
464.79
1.18

Rec^d this writ March 7. 1844. Levied on 200 acres of land Survey No 2983 in 3 lots viz. Beginning at a Stake in Buckrun, thence up the Run with its Meanders N 66 W. 14 poles N 85 – 10 poles. N 64 W. 20 poles N 25 W 18 poles N 65 W. 8 p. S 80 W 14 poles to a Stake south West Corner to J. P. Reeds land from Nathan McWilliams thence N 53 E 183 poles to 2 Sugar trees & a Dog wood in East line of said lot. thence S 37 E 63½ poles to 2 Ironwoods in said line of Original Survey thence with it S – 53 W. 134 poles to the Beginning being 60 acres also – Beginning at a Stake in the line of Jas Stillings in the centre of Buckrun, thence down the run with its meanders. S 10 W. 15 poles S 81 E 32 poles, S 21 E 6 p. S 79 E 26 p. S 34 E 16 p. S 67 E 20 p. S 10 W 8 p. S 43 E. 9 p. to 2 hickories Buckeye & Water Beech in N McWilliams line, thence with his line N 53° 30" E 132¾ p. to 2 Sugars in said line thence N 37 W. 107 p. to a Sugar tree Elm & Buckeye in Said Stillings line thence with Said Stillings line S 53° 20 W. 163 poles to the Beginning containing 100 acres also – Beginning at 2 Hickories & a ..... S. W. corner to John Reeds land, thence with his line N 53 E 172 p. to 2 hickories & an Elm S. E. corner to said Reed, thence S 37 E 37½ p. to 2 Sugar trees & dogwood, thence S 53 W. 162 p. to a Stake in the centre of Buckrun, thence up the run with the meanders thereof S 80 W. 12 p. N 50 W. 32 p. N 25 E 3 p. to the Beginning containing 40 acres, March 1844

Ex. Docket No 2 Page 107

James G. Dyer
vs
John F. Reed

Debt	$929,58
Damages	1,18
Costs	7,60
Writ	41

Serv	35
Mile	60
Inquest	1.00
Appraiser	.10
	1.95
Appraisers	1.50
	3 45

had the same appraised by the oaths of Amos A Williams, Isaac Allen & James G. Reed, at Seventeen dollars per acre, ~~Ordered~~ on the 30th day of March 1844. Ordered by the Plaintiff to return without further Service. April 1. 1844. 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 18th day of October A. D., 1843 James C Dynes

recovered against John P. Reed

as well the sum of nine hundred & twenty nine dollars and fifty eight cents, for his debt & the sum of $1,18 for his damages, as the sum of $ 7,60 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 John P. Reed

you cause to be made the damages and costs aforesaid with interest thereon from the 19th 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 aforsaid, on the first day of our next term, to render unto the said James C. Dynes

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 6th day of March A. D., 1844.

Attest:

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0052

No. 43-CV-52

Union Common Pleas Court.

Ware & McCorkle
Plaintiff,

AGAINST

Wm Sayre et al
Defendant.

OCT 1844

Wm Sutton

No Record.

Journal 3 Page 252

Record No. Page

Ex. Doc. Page

Transcript

Ware & McCorkle
vs
Wm. Sayen &
Wm. B. Irwin

1841

Filed Oct 19. 1843
John Cassil Clerk

Cost bill made

Ware & McCorkle
vs
William Sayer &
William B. Irwin

Debt	$50 00
Int.	2,50
Summons	12½
Ent. Satisfaction	10
Continuance	10
Affidavit to Cont.	10
Ent. Judg.	12½
Transcript	31

Suit on note for $50, of which the following is a Copy. Sept. 5th 1842 Jonvalee Place we or either of us promis to pay Nelson Millice or bearer fifty Dollars on or before the 1st day of April next with interest as witness our hands, And indorsed on the back Nelson Millice

signed Wm. Sayer
Wm B. Irwin

May 16. 1843 Summons issued returnable the 27th day of May 1843 at 4 O. Clock P.M. on said day. May 16. 1843 William Sayer acknowledged service on said Summons. & May 16. 1843 Wm B. Irwin acknowledged service on said summons. May 27. 1843 The time having arrived for trial. Wm Sayer & Wm B. Irwin appeared & plead for an adjournment. & on the oath of Wm B. Irwin one of the defendants that a material witness could not be had at this time the cause was continued until the 5th day of July next at 4. O. Clock P.M.. ~~The time~~ July 5th 1843. The time having arrived for trial & the parties having not appeared it is considered by me that the claim is just therefore Judgment is rendered against William Sayer as principal, on his acknowledgement of the same, And William B. Irwin as security. in favour of the plantiff for the sum of fifty two. fifty Cents and costs of suit

State of Ohio Union County. Union Township SS.
I do hereby certify that the above is a full & true copy from my Docket of the proceedings had by & before me in the above cause
J. C. Millers Bond for appeal is forwarded with this Transcript
David Burnham J.P. & Ex of the aforesaid township
Oct. 14. 1843

J. C. Miller
Bond

Ware & McCabe
vs
Sayre & Irwin

Appeal Bond
J. C. Miller

Filed Oct 19. 1843
John Cassil
Clerk

In the action of ~~xxxxx~~ McCorkle Ware and against William Jayne principal and William B Jayne security and a note of hand due the first of April 1843 of fifty dollars on which there was a judgement rendered the 5th day of July against the defendents on which they have taken an appeal I ~~do~~ James C Miller do acknowledge my self heir for the appelents in the sum of one hundred dollars to be levied on my goods and chattles lands and tenaments in case the appelents shall be condemned in the action and shall fail to pay the condemnation money and cost that have accrued or may accrue in the court of common pleas

James C Miller

Taken signed and acknowledged on this 11th day of July 1843 before me

David Burnham J.P.

Civil/Domestic Case File
Case No. 1843-CV-0053

Civil/Domestic Case

1843-CV-0053

located with

Supreme Court Case

1844-SC-0006

Civil/Domestic Case File

Case No. 1843-CV-0054

No. 43-CV-54

Union Common Pleas Court.

David Dixon
Plaintiff,

AGAINST,

John Dixon
Defendant.

MAY TERM. 1845

Judgment VS Plaintiff

Journal 3 Page 280

Record No. No Record Page

Ex. Doc. Page

Daniel Deason

v

John Deason

Precipe

Cost Bill made

Filed Oct 23d 1843
John Cofer Clerk

1845

A & H attys

David Dixon
vs
John Dixon

In Union Common Pleas.
Assumpsit Damages 500$

The Clerk will issue a summons returnable next Term Endorse "Suit brot to recover damages sustained by Plff. ~~by reason of deft refusing~~ for breach of parole contract for the sale of real estate by deft. — and for the price of work and labour goods wares and merchandize. — For money paid laid out and expended by Plff for deft. — for money found to be due Plff on settlement between the parties For money loaned by Plff to deft. &c &c

Allison & Hall
Atty for Plff

Suit brot to recover damages sustained by Plff for breach of parroll contract for the sale of real Estate by deft - and for the price of work and labour, goods, wares, and Merchandize For money paid laid out and expended by Plff for Deft - for money found to be due Plff on settle = ment between the parties. For money loaned by by Plff to Deft &c. &c. Allison & Hall

Attys for Plfff

Union Com Pleas

Daniel Dixon

vs

John Dixon

Summons

Damage $500.00

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Dixon

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 David Dixon

in a plea of assumpsit Damages five 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

26th day of October A. D. 1843

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0055

No. 43-CV-55

Union Common Pleas Court.

Orlin Hoskins
Plaintiff,

AGAINST

AC Jennings
Defendant.

MAY TERM, 1845

JUDGMENT VS DEFENDANT

Journal 3 Page 299

Record No. 4 Page 342

Ex. Doc. 1 Page 595

Mon Com Pleas

Orlin Hawkins
vs
A C Jennings

Praecipe

Filed Nov. 7. 1843
John Cafsie Clerk

Orlin Hastings
vs
Absalam Cummings

Union Com Pleas
Replevin
Damages 50 $

issue a writ of Replevin directed to the coroner of the county to deliver to Plaintiff the following goods and chattels to wit eight hundred feet of ash flooring boards value 10 $ and three thousand bricks value 12 $. returnable next term

by Wm Pdunmore his atty

State of Ohio
Union County ss

Personally appeared Orlin Hastings who being duly sworn according to Law says that he has good right to the possession of the goods described in the above precipe and that they are wrongfully detained by the defendant 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 whatsoever issued against the said plaintiff

Orlin Hastings

Sworn to and subscribed this 17th day of November A D 1845

John Cassil Clerk C.C.P.
per J M Wilkinson Dep't

Orlin Hoskins
to
Abb. Longo

Filed Nov 10th 1843
John Capsil Clerk

Recorded

Know all men by these presents
that we Andrew Amos & Monroe
Moore are held and firmly bound unto
Absalom B. Lainys in the sum of one hun
dred Dollars Lawfull money to the payment
of which well and truly to be made we bind
ourselves heirs Executors & administrators firmly by
these presents. Sealed and signed by us this 7th day
of November A.D. 1843. The conditions of this bond is this whereas
Orlin Hotkins sued out of the Clerks Office of the
Court of Common Pleas of Union County on the 7th day
of November A.D. 1843. his writ of Replein for Eight hundred
feet of ash flooring boards and three thousand bricks
Now if the said Orlin Hotkins does
well and truly appear at the next Term of the
Court of Common Pleas of Union County and
prosecute his said suit to effect and pay all
damages & costs that may be awarded against
him. Then this obligation to be
void otherwise to remain in full force
and virtue in Law

Andrew Amos
Monroe Moore

Orlin Hoskins

vs

A. G. Jennings

Appraisement

Filed Nov 18th 1843
John Cassil Clerk

Recorded

Oliver Hastings
vs
A. G. Levings

we the undersigned being called upon by W. H. Frank Coroner of Union County Ohio, and after his administering the Oath required by Law, Proceeded to appraise a Lot of Ash flooring Plank supposed to be about 8 hundred feet, and about three Thousand Brick. which were levied upon by A. G. Levings Sheriff as the property of Alfred Hastings and have Replevied by said Oliver Hastings and we do appraise said Plank at $8.00 Dollars & the Brick at $10.50. Given under our hands this 7th day of November A.D. 1863.

Andrew Amiell
Henry Irwine

State of Ohio Union County
The above appraisement were sworn by me agreeable to Law on the 7th day of November A.D. 1863
W. H. Frank Coroner

Union Common Pleas

Orlin Hoskins

vs

A C Jennings

Replevin

Serd & leading to Deft & delivering property to Pltff & Taking Bond.

Nov 7th 1843.

W. B. Frost Const

Bond 50
dinner .85
Mileage .15
Injunct 1.00
appraim 1.00
$3.00

Cost bill made

Filed Nov 10th 1843
John Cassil Clerk

Recorded

copied

State of Ohio Union County ss.

To the Coroner of said County Greeting

We command you that without delay you cause to be replevied unto Orlin Hoskins the goods and chattels following, to wit: eight hundred feet of ash flooring boards value 10$, and three thousand bricks value 12$, which Absalom C Jennings detains from the said Orlin Hoskins as is said and also that you summon the said Absalom C Jennings to appear on the first day of 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 Orlin Hoskins for the unlawful detention of said goods and chattels, damages fifty dollars and have you then there this writ

Witness John Cassil Clerk of our said Court at Marysville this 7th day of Nov=
=ember 1843 John Cassil Clerk

Mor Con-Chas

Ortin Hastings
vs
Nan
Absolam & Jennings

Filed May 27, 1844
John Caspil Clerk

Recorded

State of Ohio } Union County Court of Com Pleas
Union County ss } April Term 1844

Orlin Haskins Complains of Absolam C Jennings in a plea of Replevin for that the said Defendant on the fifth day of November 1843 at the County of Union was possessed of certain goods & Chattels of the said plaintiff to wit eight hundred feet of ash flooring boards of the value of ten dollars and three thousand Brick of the value of twelve dollars to be delivered to the plaintiff when he the said Jennings should be thereto afterwards requested yet the said Defendant though requested so to do, has not ~~paid~~ delivered the said goods and Chattels nor any part thereof to the said Orlin Haskins and so the said Defendant wrongfully detains the same from the said Orlin Haskins to his damage fifty dollars and thereupon he sues &c

By
Wm C Lawrence
his atty

Union Com Pleas

Orlin Hoskins
vs
In Replevin
A C Jennings

Bond

Filed November 26th 1844
John Cafoil, Clk

Record

Know all men by these presents that we Orlin Hosking and Algernon S. Johnson are held and firmly bound unto Abealom C Jennings in the sum of One hundred dollars lawful money to the payment of which well and truly to be made we bind ourselves, our heirs, Executors, and administrators firmly by these presents, sealed and signed by us this 23rd day of November A.D. 1844

The Condition of this bonds is such, that, whereas the said Orlin Hosking sued out of the Clerk's office of the Court of Common Pleas of Union County, on the 7th day of November A.D. 1843 his writ of Replevin for eight hundred feet of ash flooring boards and three thousand Brick, and afterwards to wit at the October Term of said Court A.D. 1844 it was ordered that said Hosking give additional bonds in the sum of One hundred dollars

Now if the said Hosking does well and truly appear at the next Term of the Court of Common Pleas of Union County and prosecute his said suit to effect & pay all Damages and costs that may be awarded against him then this obligation to be void otherwise to remain in full force and virtue in law

Orlin Hosking (Seal)
Thomas Turner (Seal)

Approved by me

John Capsil Clerk

Ohio Weakins
vs
Plea
A C Jennings

Filed April 9th 1845
John Cassilly Clk

Recd

Orlin Haskins
vs
Absolem C Jennings } In Replevin

And the said Absolem C Jennings Comes and defends &c says that he does not wrongfully detain the goods and chattels specified in the plaintiffs declaration or any part thereof in manner and form as therein alleged and of this he puts himself upon the Country and the said Haskins doth the like

P B Cole Atty for deft

The plaintiff or his Atty

will take notice that the defendant ~~and~~ will give in evidence and insist on the trial of the above Cause that the property mentioned in the declaration was held by the said Absolem C Jennings as deputy Sheriff of Union County aforesaid by virtue of a levy by him made in obedience to the Command of an execution issued from the Court of Common Pleas of said County wherein Polly Thompson Administratrix of the Estate of Hugh Thompson deceased was plaintiff and one Alphias Haskins was defendant, and that the said property was the property of said Alphias Haskins, and held as such by the said Jennings by virtue of said levy. ~~all of which he is ready to verify~~

P. B. Cole his Atty

Orlin Haskins
vs
A. C. Jennings

Suit for Pltffs Wit

Served May 26th 1845 on Fredrick Belts and Michael by reading Michael demanded his fee — May 27th 1845 Served on Joseph Stimer by reading —

Wm M Robinson Sheriff

Filed May 27. 1845
Jno Cassil Clk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Frederick Belts, Joseph Steiner & Munsel H. Michael

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 8 o'clock, A. M., to testify and the truth to speak on behalf of Orlin Haskins in a certain matter in controversy in our said Court depending: wherein Orlin Haskins is plaintiff, and A. C. Jennings 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 21st day of May A. D. 1845

John Cassil, Clerk.

Filed May 21 – 1846
John Cassidy Clk

Orsen Haskins
vs
A C Jennings

Replevin
Union Circuit Court

Frederick Belts Joseph Stiner and Manuel H Michael are wanted as witnesses by plff

Wm McLaurence
a 15

Ex. Docket 595

William C. Haskin

v

William C. Allalin
& A. C. Jennings

Cost $12.35
Interest 1.85
Mileage .41
$14.61

Filed Oct 29, 1850
Jas Kirkade for Clk

Recorded

Rec'd this writ of Execution Oct. 6, 1847
No goods or chattels have or tenements
found within my county to levy
upon this writ of execution
Ralph Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Replevin lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein William C. Haskins was plaintiff, and William C. Malin & A. C. Jennings were defendants; the costs (original ~~and increase~~) of the said Defendants are taxed at twelve dollars 35 cents, and interest up to this date one dollar 85 cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said William C. Malin & A. C. Jennings in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 6th day of December A.D., 1847.

John Cassil CLERK.

595

Ex. Docket page

Orlin Haskins
vs
A. C. Jennings

Costs	$11,11
Interest	167
Writ	41
	13,19

Filed Oct 29. 1850
Ja Kirkland p. clk

Recorded

Rec'd this writ December 6, 1847
No goods or chattles lands or tenements
found whereon to levy
Philip Arnold Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Replevin lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein Orlin Haskins was plaintiff, and A. C. Jennings was defendant; the costs (original ~~and increase~~) of the said A. C. Jennings are taxed at eleven dollars eleven cents, and interest up to this date one dollar sixty seven cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said A. C. Jennings in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 6th day of December A.D., 1847.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0056

No. 43-CV-56

Union Common Pleas Court.

Wm C Haskins
Plaintiff,

AGAINST

Wm Malin et al,
Defendant.

MAY TERM, 1845

JUDGMENT VS DEFENDANT

Journal 3 Page 299

Record No. 4 Page 345

Ex. Doc. 1 Page 595

Mon Com Pleas

Wm C Haskins
vs
Malin & Lemming

Praecipe

Filed November 7 1863
John Cassil Clerk

copied

Wm C. Haskins
vs
William C Malin
Absalam C Cemings

Union Com Pleas
Pr replevin
Damages 50 $

issue a writ of replevin returnable next term endorse sum 13 not to recover possession of the following goods and Chattels to wit one bay mare near 13 years old of the value of fifty dollars

by Wm Lawrence
his atty

State of Ohio
Union County ss Personally appeared William C Hoskins who being duly sworn according to law says that he has good right to the possession of the goods & chattels described in the above precipe and that they are wrongfully detained by the defendant and that said goods and chattels were not taken on any execution on any judgment against the said plaintiff nor for the payment of any fine tax or amercement assessed against him nor on any writ of replevin or on any other mesne or final process whatsoever issued against the said plaintiff

Wm C Hoskins

Sworn to and subscribed this 7th day of Nov 1843 before me

John Cassil Clerk
pr J M Wilkinson Dept

United States Court of Claims

Wm B. Hopkins
vs
appt
Wm C. Marden et al

Rec'd

Filed Nov. 7th 1913
John Barpie Clk

Copied

Wm C. Hastings
—
Wm C. Malin &
A. C. Jennings

Union Com. Pleas,
In Replevin.

The undersigned being called upon by Wm W Steele Sheriff of Union County Ohio, to appraise 1 Bay Mare taken by said Sheriff by virtue of a writ of Replevin in the above case, After being duly sworn, by said Sheriff, upon actual view we do appraise said mare at thirty dollars dollars Given under our hands and seals this 8th day of November AD 1843,

Robert L Brown (Seal)
Lewis Lyon (Seal)
Marcus Watson (Seal)

State of Ohio Union County ss The above appraisers appeared before me on the 7th day of November 1843. and were duly sworn, according to the provisions of the Statute in such cases made and provided Given under my hand this 7th day of Nov, AD 1843

Wm W Steele Sheriff U.C.O.

For claimant

Union Court Pleas

Wm C Hoskins

v Replevin Bond

Wm C. Malin

A. C. Jennings

Filed Nov. 7th 1913
John Cassidy Clk

Recorded

Copied

Know all men by these presents that William C. Hoskins Wesley Armine and Tobias Beighler are held and firmly bound, unto Wm C. Malin & Absalem C. Jennings, in the penal sum of One hundred dollars legal money of the United States, to the payment of which well and truly to be made, we bind ourselves heirs executors & administrators firmly by these presents sealed with our seals and dated this 8th day of November AD 1843. The Condition of this bond is this, the said Wm C. Hoskins has sued out of the clerks office of the Court of Common Pleas of Union County on the 7th day of November AD 1843. his writ of Replevin for 1 Bay mare of the value of Fifty dollars, which the said Jennings and Malin wrongfully detained, which said writ is returnable to the next Term of the Court, now if the said Wm C Hoskins does well and truly and personally appear at the next Term of the Court of Common pleas, of Union County, and prosecute his said Suit to effect, and pay all damages and costs that may be awarded against him by said Court, then this obligation is to be void otherwise to remain in full force and effect in law.

W C Hoskins (Seal)

Wesley Armaine (Seal)

Tobias Beighler (Seal)

Union Common Pleas

Wm C Haskins
vs } Replevin
Wm C Malin
& C Jennings

Served by Replevying the mare, reading writ to Defts Malin & Jennings, delivering property to Wm C. Haskins & taking bonds for $100.00
Nov 8. 1843.

Wm W. Steele Sheriff
Mil 5
Serv 35
Inquest 1.00
Bond .50
appr. 1.50
Fees $ 3.40

Filed Nov. 8. 1843
John Cassil Clerk
Costs bill paid
copied Recorded

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 Wm C Haskins the goods and chattels following following, to wit: one Bay Mare near 13 years old of the value of fifty dollars. which William C Malin & Absalom C Jennings wrongfully detain from the said Wm C Hasking as is said.. And also that you summon the said Wm C Malin and Absalom C Jennings to appear on the first day of the next term of our Court of Common Pleas to be held within and for the County of Union to answer unto the said Wm C Haskins for the unlawful detention, of said goods and chattels damages fifty dollars, and have you then there this writ.

Witness John Cafsil Clerk of our said Court at Marysville this 7th day of November AD 1843
John Cafsil Clerk

Union Com Pleas

Wm C. Hoskins

vs

Jennings & Malin

Served by reading to P B Smith

Service - - - $0 35

Mileage - 5

Wm M Robinson Sheriff

Filed May 28th 1835

John Capell, Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Peyton B. Smith

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, ~~on the first day of [illegible], at 10 o'clock [illegible]~~ For thwith [illegible]., to testify and the truth to speak on behalf of Jennings & Malin in a certain matter in controversy in our said Court depending: wherein Mc C. Hoskins is plaintiff, and A C. Jennings & Mc C. Malin 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 28 day of May A. D. 1845

John Cassil CLERK.

Filed May 21st 1845
John Lapsley, Clk

Wm C. Haskins
vs
A C Jennings

Replevin
Mon Com Pleas

Harvey Moore - Amy
Moore and
Ostin A. Haskins are wanted as witnesses
by Plff

Wm C Lawrence
Atty for Plff

Jennings & Chalin
ads } Plea

W C Huskins

Filed Oct 30th 1844
John Caffee, clk

Rec'd

William C Malin
and Absalom C Jennings
vs
William C Haskins } In Replevin

And the said William C Malin and Absalom C Jennings 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. and the said Haskins do the like

P T Beale Atty for Defts

The Plaintiff or his Atty will take notice that the defendant Absalom C Jennings will give in evidence and insist on the trial of the above cause that the property mentioned in the declaration was held by the said Jennings as ~~a~~ deputy Sheriff of Union County. by ~~virtue~~ virtue of a Seizure by him made in obedience to the Command of an execution issued from the Court of Common pleas of said County. wherein Polly Thompson Administratrix of the Estate of Thompson deceased was plaintiff and Alpheus Haskins was defendant. and that ~~the~~ said property was the property of the said Alpheus Haskins and held as such by the said Jennings - ~~and he is ready to verify~~

By P T Beale his Atty

Union Com Pleas

Wm Cottasleins
vs
A. C. Fenning et
al

Nar

Filed May 27, 1844
John Cofsil Clerk

copied

State of Ohio
Union County ss } April term of the court
of Com Pleas 1844

William C Haskins complains of Wm C. Malin and Absalom C Jennings in a plea of Replevin for that the said [redacted] defendants on the first day of November 1843 at the county of Union was possessed of certain goods and chattels of the said Wm C Haskins to wit one Bay mare near 13 years old of the value of fifty dollars to be delivered to the said plaintiff when the said defendants should be thereunto afterwards requested yet the defendants though requested so to do has not delivered the said goods and chattels nor any part thereof to the plaintiff and so the said defendants wrongfully detain the same from the said Wm C. Haskins To his damage $50.00 and therefore he sues &c

By Wm C. Lawrence
his atty

Union Court Pleas

Jennings & Malin

vs

Mc C. Hosten

Filed May 27. 1865
John Cassil
Clerk

ifpud

A. C. Jennings & W. Allen
& as
W. C. Hoskins } Replevin

Issue a Subpoena for Peyton B. Smith as witness for Deft to appear forthwith
May 28th 1844

J. B. Cole Atty for Deft

Wm. C. Haskins
vs
A. C. Jennings

Sul. for Plff Wit

May 26th 1845 - Served on the within named witnesses by reading - -

Milege - - - - $0-15
Service - - - 37½

Wm. M Robinson Sheriff

Filed May 27th 1845
John Cafoil Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Harvey Moore, Amy Moore & Calin A. Haskins

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the ~~first~~ second day of next Term, at ~~10~~ 8 o'clock, A. M., to testify and the truth to speak on behalf of Wm C. Haskins in a certain matter in controversy in our said Court depending: wherein William C. Haskins is — — plaintiff, and A. C. Jennings 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 21 day of May A. D. 1845

John Cassil, CLERK.

Civil/Domestic Case File

Case No. 1843-CV-0057

No. 43-CV-57

Union Common Pleas Court.

Ransom Clark
Plaintiff,

AGAINST,

A. C. Jennings
Defendant.

MAY TERM, 1845

JUD'G VS PLAINT'F

Journal 3 Page 362 365

Record No. 4 Page 339

Ex. Doc. Page

Union Common Pleas

R. Clarke
vs
A. C. Jennings

Pre & Affadavit

Filed Nov 9th 1843
John Cassil Clerk

Copied

Ranson Clark
vs
Absalom C Lemings

Union Com Pleas
Mr Replevin
Damages fifty dollars

Issue a writ of Replevin directed to the Coroner of this County to restore possession to the plaintiff of the following goods and Chattels to wit two barrels Salt of the value of twenty five dollars returnable to next term

Pay Wm C Lawrence
his atty

State of Ohio
Union County ss

Personally appeared Ranson Clark who being duly sworn says that he has good right to the possession of the goods & Chattels described in the above precipe and that they are wrongfully detained by the defendant and that they were not taken in execution on any Judgment rendered against him nor for the payment of any Tax fine or amercement assessed against him nor upon any writ of replevin or other mesne or final process whatsoever issued against the said plaintiff

R Clark

Sworn to and subscribed before me this 9th day of November A.D. 1843

John Capel Clerk
per Jos Wilkinson Dep

Union Common Pleas

Ranson Clark
vs
Absalom Jennings

Writ of Replevin

Serve by delivering to
Deft a Delaing property
to Pl. & taking Bond

Nov 9th 1843
Wm. H. Burk. Comr

Serv .35
Bond .50
Mileage .15
Judgment 1.00
appeal 1.00
$2.90

Cost bill made

Filed Nov 9. 1843
John Cassil Clerk

Recorded

Copied

The State of Ohio. Union County. ss.

To the Coroner of said County. Greeting:

We command you, that without delay you cause to be replevied unto Ranfom Clark. the goods and chattels following, to wit: "two barrels of Salt of the value of twenty five dollars" which Absalom C Jennings unjustly detains from the said Ranfom Clark, as is said.- and also that you summon the said Absalom C Jennings 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 Ransom Clark for the unlawful detention of the goods and chattels aforesaid: Damages fifty Dollars. And have you then there this writ

Witness John Cafsil, Clerk of said Court at the Court House in Marysville, this 9th day of November AD. 1843

John Cafsil Clerk

Ransom Clark
vs } Affidavit
Abdon B Lewis

Filed Nov. 9. 1843
John Capit Clerk

copied

We the undersigned being called upon by W.H. Frank Coroner of Union County Ohio. to appraise the property hereafter mentioned. taken in Replevin by Ransom Clark of Addison C. Lemons, Sheriff of Union County Ohio after being duly sworn by said Coroner we do appraise said Goods as follows

Viz 2 Barrels of Salt. at $2.75 pr Barrel

amounting in all to $5.50 Dollars & fifty cents

Given under our hands and Seals this 9th Day of November A.D. 1843. William Campbell

A. Rossiter

State of Ohio Union County ss

The above appraisers were duly sworn by me agreeable to Law. on the 9th Day of November A.D. 1843.

W.H. Frank Coroner

Union Common Pleas

Ransom Clark
vs Replv Bond
A. C. Jennings

Filed Nov 9. 1843
John Cassil Clerk

Recorded

copied

Know all men by these presents that we R. Clark Robson L Broom & Monroe Moore are held and firmely bound unto A. Bolan & Lenoys in the Sum of One hundread dollars Sanfull money to the payment of which well and truly to be made we bind Ourselves. heirs. Executors & administrators. firmely by these presents. Sealed and signed by us this 9th Day of November A.D. 1843. The conditions of this bond is this whereas Ransom Clark sued out of the Clerks office of the Court of Common Pleas of Union County on the 9th Day of November A.D. 1843. his writ of Replevin for 2. Bales of Salt

Now if the said Ransom Clark does well and truly appear at the next Term of the Court of Common Pleas of Union County and prosecute his said 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 and virtue in Law

R. Clark (Seal)
Monroe Moore (Seal)
R L Brown (Seal)

Union Com Pleas

Ransom Clark
vs
Nat
Abson Canning

Filed May 27th 1844
John Cassil Clerk

Recorded

Copied

The State of Ohio }
Union County ss } Union Com Pleas
April term 1844

Ranson Clark Complains of Absolam Jennings in a plea of Replevin for that the said Jennings on the fifth day of November 1843 at the County of Union was possessed of certain Goods and Chattels of the said said Ranson Clark (to Wit) two Barrels of Salt of the value of twenty five dollars to be delivered to the said Ranson Clark when he the said Absalom Jennings should be thereto afterwards requested yet the said Jennings though requested so to do has not delivered to the said Clark the said goods and Chattels nor any part thereof and so the said defendant wrongfully detains the same to the Damage of the plaintiff fifty dollars and thereupon he brings suit &c

By Wm C Lawrence
his atty

Union Com Pleas

Ransom Clark

vs

A. C. Jennings

In Replevin

Bond

Filed Nov 21st 1843

John Cassil Clerk

Rec'd

Know all men by these presents that we Ransom Clark & Harley Moore are held and firmly bound unto Absalom Cummings in the sum of One hundred dollars Lawful money to the payment of which well and truly to be made we bind ourselves, our heirs Executors and administrators firmly by these presents. Sealed and signed by us this 21st day of November AD 1844
The condition of this bond is such, that whereas the said Ransom Clark sued out of the Clerks office of the court of common Pleas of Union County on the 9th day of November AD 1843 his writ of Replevin for 2 Barrels of of salt. and afterwards to wit at the October Term of said Court, AD 1844 it was ordered that said Clark give additional bonds in the sum of one hundred dollars.

Now if the said Ransom Clark does well and truly appear at the next Term of the Court of Common Pleas of Union County and prosecute his said suit to effect & pay all Damages and costs that may be awarded against him then this obligation to be void otherwise to remain in full force and virtue in law

R. Clark (Seal)
Harley Moore (Seal)
(Seal)

Approved by me
John Cassel, Clerk

Union Com Pleas

A b Jennings
ads } Plea
Ransom Clark

Filed April 9th 1845
John Cassilly

R

Absolom C Jennings
vs
Ransom Clark } In Replevin
Union Comn Pleas

And the said Absalom C Jennings Comes and defends &c and says that he does not wrongfully detain the goods and chattles specified in the plaintiffs declaration or any part thereof in manner and form as therein alleged against him and this he puts himself upon the Country and the said Clark doth the like.

P V B Cole Atty for Deft

The plaintiff or his Counsel

Will take notice that the defendant will give in evidence and insist on the trial of the above Cause that the property mentioned in the declaration was held by the said Jennings as deputy sheriff of said County, ~~under~~ by virtue of an ~~execution~~ levy by him made in obedience to the command of an execution issued from the Court of Common Pleas of said County of Union wherein Polly Thompson Administratrix of the estate of Hugh Thompson deceased was plaintiff and one Alphias Haskins was defendant, and that they said property was the property of said Alphias Haskins and held as such by the said Jennings by virtue of the levy aforesaid

P V B Cole his Atty

Union Cont Clerk

R. Clark

A. C. Jennings

not sent by
order of Atty

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Simon Cooder

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.~~ For th with, to testify and the truth to speak on behalf of R. Clark in a certain matter in controversy in our said Court depending: wherein R Clark is plaintiff, and A. C. Jennings 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 28 day of May A. D. 1845

John Cassil CLERK.

Ransom Clark
vs
A. C. Jennings

Left Witness

May 16th 1845 Served on John Turner Curtis Clark Marshel Clark P B Cale Rodney Picket Wm C Malen by reading May 22nd 1845 Served on John Johnson by Copy — May 26th served on Orlin Hoskings by reading

Service — $1-00
Mileage — 65
Copy — 10
1,25

P B Cale demanded his fee — which was not paid

Wm M Robinson Sheriff
Fees May 27th 1845
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon John Turner, Curtis Clark, Marshall Clark, ~~A. Clark~~, ~~Ransom Clark~~, P. B. Cole & Rodney Pickett, Wm. C. Malin, John Johnson & Orlin Haskins

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 8 o'clock, A. M., to testify and the truth to speak on behalf of Ransom Clark — in a certain matter in controversy in our said Court depending: wherein Ransom Clark is plaintiff, and A. C. Jennings 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 16th day of May A. D. 1845

John Cassil Clerk.

Univ Cont Plea

R. Clark

vs

A. C. Jennings

Filed May 8.
1845.
John Carrol Clk

Issued

R. Clark

A. C. Jennings

In Replevin

Spec Subp: returnable forthwith for. Simon Coder Iffr Witness in this Cause

Clk. Cir Court Ulc o

May 28 1845

R Clark Plff

R. Clark
vs
A. C. Jennings

Plffs Writ
Set upon May 16
1845 for 2d day

Filed May 16 1845
John Cafrel Clk

Ransom Clark
vs
A C Jennings

Replevin

Issue subpoenas for
John Turner, Curtis Clark
Orlin Hastings Marshall Clark, Rodney Pickett,
~~Ransom Clark Jr.~~ William Carlson, P. B Cole and ~~M. Clark~~ John Johnson
witnesses on behalf of Plff. by
Wm C. Lawrence
his atty

Renfroe Clark vs A C Jennings } in Replevin Union Com Pleas

Clerk issue a Subpoena in the above case for Simon Cooper as a witness returnable forthwith.

May 28th 1845 R Clark Pl

Civil/Domestic Case File

Case No. 1843-CV-0058

No. 43-CU-58

Union Common Pleas Court.

John M Blue
Plaintiff,

AGAINST

James W Evans
Defendant.

AUG TERM. 1845

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3 Page 327

Record No. 4 Page 404

Ex. Doc. Page

Union County Pleas

John M. Blair
vs
James W. Evans

Precipe & Affidavit

Filed Nov 14. 1843.
John Cassil Clerk

Recorded

Copied

John M Blue Sr
vs
James W Evens

In Replevin, Damages,
Two hundred dollars,

Issue a writ of Replevin for the following goods and chattels, To wit, One hundred & fifty two shocks of Corn, ~~in the field~~

To the Clerk of the Court of
Common pleas
November 14, 1843

P B Cole
Atty for Pltff,

The above named John M Blue Sr makes oath and says that he has good right to the possession of the goods and chattels described in the above praecipe, & that the same are wrongfully detained by the said James W Evens, and that the said goods & chattels were not taken in execution on any judgement against the said John M Blue Sr nor for the payment of any tax fine or amercement assessed against him, nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said plaintiff

John M. Blue

Sworn to & subscribed
this 14th day of November 1843,

John Cassil, Clerk

Union Cont Pleas

John M. Blue

~ Bond

Pat W. Evans

Filed Nov 17 1843
John Caffil Clerk

Recorded

Copied

Know all men by these presents that we, John M Blue and Joshua Marshall — are held and firmly bound in the penal sum of One hundred dollars, lawful money, unto James W. Evans, to the payment of which well and truly to be made we bind ourselves, our heirs executors, and administrators, firmly by these presents, Sealed with our seals and dated this 16th day of November A.D. 1843. The condition of this bond is this, whereas the said John M. Blue on the 14th day of November A.D. 1843, sued out of the Clerks office of the Court of Common Pleas, of Union County, a writ of Replevin for One hundred and fifty two shocks of Corn, which James W. Evans wrongfully detained as is said, now if said John M. Blue does well and truly appear at the next Term of the Court of Common Pleas, of Union County Ohio, on the first day thereof and ~~[illegible]~~ prosecute his suit to effect, and pay all costs and charges that may be awarded against him by said Court, then this bond is to be of no effect, otherwise to remain in full force and virtue in law,

John M Blue [Seal]
Joshua Marshall [Seal]
[Seal]

Main Cor Pltfs

John M Blue

— assignment

Jas W. Evans

Filed Nov 17th 1847

John Cafsile

Clerk

Copied

The undersigned being called upon by W W Steele Sheriff of Union County Ohio, to appraise One hundred and fifty two shocks of Corn, taken by said Sheriff in Replevin of James W. Evans, after being duly sworn according to law, upon actual view, we do appraise said property at

Twenty Seven cents pr Shock

Given under our hands and seals this 16th day of November A.D. 1843.

his
Adam + Shirk
mark
James Hamilton

Seal
Seal

State of Ohio Union County ss,

Personally appeared the above appraisers before me, W W. Steele, Sheriff and was duly sworn according to law, Given under my hand this 16th day of November A.D. 1843.

Wm W. Steele Sheriff

Union Common Pleas

John M. Blue

vs

James W. Evans

Serv	35
Mile	35
Bond	50
Inquest	1.00
Appraisement Ret	10
Sheriff fee	$ 2.30
Appr'd fee	1.00
Total	$ 3.30

Filed Nov. 17. 1843

John Capsil clerk

Cost Bill made

Recorded

Copied

Serve by Reading Orig. reading writ to deft Evans appraising Goods by the oath of Jesse Hamilton & Adam Shinkle, taking bonds, & delivering Goods to John M. Pshine Nov 16. 1843.

Wm W. Steele Sheriff

Goods appraised at $8.27. per Shinkle

State of Ohio Union County, ss.

To the Sheriff of said County: Greeting.
We command you, that without delay you cause to be replevied unto John M. Blue the goods & chattels following, to wit, one hundred and fifty two shocks of Corn which James W. Evans wrongfully detains from the said John M. Blue sen. as is said; and that you also summon the said James W. Evans to appear at the next term of our court of Common Pleas to be held within and for the said County of Union to answer unto the said John M. Blue sen. for the unlawful detention of the goods and chattels aforesaid: Damages Two Hundred dollars; and have you then there this writ.

Witness, John Capsic Clerk of said Court at the Court House in Marysville this this 11th day of November A. D. 1843 John Capsic. Clerk

John M Robinson
vs } Replication
} in Replevin
James W Evans

Filed May 27th 1845
John Cassil, Clk.

Recorded

John M Blue Sr
vs
James W Evans } in Replevin

And the said John M Blue says that he by reason of any thing by the said James W Evans in his plea alleged ought not to be barred from having his aforesaid action against the said James W Evans, because he says that the property in and right of possession to said goods and chattels were in the said John M Blue, and were not in the said James W Evans in manner and form as the said James W Evans hath alleged, and this he prays may be enquired of by the Country.

By P V Leola his atty

Union Com Pleas

James W Evans
ads
Johnson Blue

Plea

Filed Sept 18. 1844
John Basil Clerk

Recorded

James W Evans
vs
John M Blue

Union Comm Plea
In Replevin

And the said James W Evans comes and defends &c and says that the said John M Blue ought not to have his aforesaid action against him because he says that at the time when the wrongful detaining of the said goods and chattels in the declaration mentioned is supposed to be, the property in the same and the right of possession thereof was in him the said Evans by virtue of a certain levy by him ~~made~~ before that time made upon the said goods and chattels as constable of Paris Township Union County Ohio - and not in the said John M Blue and this he is ready to verify; wherefore he prays judgment if the said Blue ought to have his said action against him &c.

By C W B Allison His Atty

J. M. Blue Sr

vs } Suit

} In Replevin

James W Evens

Filed May 30th 1844
John Caffee Clerk

Recorded

By P. B. Cole

Copied

State of Ohio } Union County Court of Com
Union County ss } Pleas. april Term 1844

John M Blue Complains of

James W. Evens in a plea of replevin for that when as the said Defendant on the 13th day of November 1843 at the said County of Union was possessed of certain goods and chattels of the said plaintiff to wit one hundred and fifty two shocks of corn to be delivered to the plaintiff when he the said Evens should be thereunto afterwards requested and yet the said Defendant though requested so to do has not delivered the said goods & chattels nor any part thereof to the said John M Blue Jr but the said Defendant wrongfully detains the same from the said John M Blue Jr to his damage two hundred dollars & thereupon he sues &

By P. B. Cole his Atty

Civil/Domestic Case File

Case No. 1843-CV-0059

No. 43-CV-59

Union Common Pleas Court.

Mortimer Bentley
Plaintiff,

AGAINST

N Millice & Co.
Defendant.

AUG TERM. 1845

Judgment VS Plaintiff

Journal 3 Page 327

Record No. No Record Page

Ex. Doc. Page

Union Com Pleas

Mortimore Bently
vs & In Replevin

A. Millice & Co
& W Wells

Precepe & Affadavit

Filed December 9th 1843
John Cassil Clerk

Cost bill made

Mortimore Bently
vs
~~William Wells~~
N Millin & Co

} In Replevin Damages one hundred dollars

Issue a writ of Replevin for the following goods & chattels to wit one one horse wagon. one sled, wagon bed & running gears of a wagon

P. W. Veale Atty for Pltff

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

~~Dated August 12, 1843~~
December 9th

The above named Mortimore Bently makes oath and says that he has good right to the possession of the goods & chattels described in the above praecipe & that the same are wrongfully detained by the said ~~William Wells~~ N Millin & Co, & that the said goods & chattels were not taken in execution on any judgment against the said Mortimore Bently nor for the payment of any tax fine or amercement assessed against him, nor by virtue of any ~~other~~ writ of replevin or any other mesne or final process heretofore issued against the said pltff

M Bently

~~Sworn~~ to & Subscribed This ~~12. day of August~~ 1843.
9th day of December

John Cafiel Clerk

Union common Pleas

M. Bentley
vs
N. Millier & al. &
Wm Wells

Served by reading to
W. Wells. - Replevying
property. taking Bonds
and delivering property
to M Bentley Decr. 9. 1843.
Read to N. Millier also
Decr. 9. 1843.

W W Steele Sheriff

Serv	.35
Mile	.05
Inquest	1.00
Bond	.50
	1.90
Appraiser.	1.00
	2.90

Filed Decr. 9 1843
John Garfield 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 Mortimer Bently
& Wm Wells the following goods & chattels to wit one
horse wagon one old wagon bed and the
running gears of a wagon which N.
Millin & Co and Wm Wells wrongfully detains from the
said Mortimer Bently as is said: and
that you summon the said N. Millin & Co.
and Wm Wells 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 M. Bently for unlawful deten
-tion of the goods and chattels aforesaid: Dam
-ages one hundred dollars: and have you
then there this writ

Witness John Cassil Clerk
of said Court at the Court House
in Marysville this 9th day of Dec
A. D. 1843

John Cassil, Clerk

111

Mrs Ann Bentley

M. Bentley

vs

Wm J. Miller

Appraisement

Filed Decr 9th 1843

John Cassil Clerk

N Bentley
vs
W Wells &
N Bentley Jr

Union Common pleas
In Replevin

The undersigned being called upon and sworn by W W Steele Sheriff of Union County O. to appraise a one horse Wagon & 10 lb Bed & Running Gears, after being sworn we do say said property is worth twenty five dollars. Given under our hands and seals, this 9th day of December A.D. 1843.

James Lyons (Seal)
Jacob A Barthemer (Seal)

State of Ohio Union County p

Personally appeared the above appraisers and made oath agreeably to the statute in such cases made and provided Given under my hand this 9 day of Dec. A.D. 1843.

W W Steele Sheriff

Union Court Pleas

M. Bentley

— Bond

Milice & Wells

Filed December 9th 1843

John Cassil Clerk

Know all men by these presents that we Mortimore Bentley and Robert L. Broome are held and firmly bound unto N. Milice & Co & Wm Wells in the penal sum of One hundred dollars lawful money to the payment of which well and truly to be made we ~~bind ourselves, heirs, executors~~ & administrators firmly by these presents sealed with our seals and dated this 9th day of December AD 1843. The Condition of this obligation is this the above bound M Bentley has this day sued out of the Clerks office of the Court of Common Pleas his writ of Possession, 1 one horse Waggon & 1 old wagon Bed and running gears, which said writ is made returnable at the next Term of the Court of of Common Pleas of Wilkes County, Now if the said Bentley does well & truly appear at the next Term of said Court and prosecutes his said suit to effect, and pay all costs and charges that may be awarded against him, then this bond to be of no effect otherwise to remain in full force & virtue in Law.

M Bentley [Seal]
R L Broome [Seal]