Civil/Domestic Case File

Case No. 1844-CV-0001

No. 44-CV-1

Union Common Pleas Court.

James Galloway
Plaintiff,

AGAINST

Samuel Carter
Defendant.

AUG TERM 1845

JUDGMENT VS DEFENDANT

Journal 3 *Page* 343

Record No. No Record *Page*

Ex. Doc. *Page*

Union Com Pleas

James Galloway
vs } Pracipe
Samuel Carter

Filed Jany 29th 1844
John Basil Clerke

A Galloway
Atty Plf

James Galloway
vs
Samuel Carter

} A pam pcit Dam. $ 500.

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

Issue a Summons as above, Returnable at your first Term 1844

This Suit is bot on two promissory Notes, each for One Hundred & ten dollars given by Defft to Pltff & payable to him or order, the one in one year & the other two years after date, with legal interest from date, & each dated Nov. 25th 1840 Also for money lent, had & rec'd, paid &c, & on an account Stated. Amt now due two Hundred & Sixty three dollars

Jany. 29th 1844

Albert Galloway
Atty for Pltff

This suit is brot on two promissory notes, each for One Hundred & Ten dollars given by Deft to Plff & payable to him or order, the one in one year & the other two years after date, with legal interest from date, & each dated Nov 25th 1840. Also for money Cash, had & rec'd, paid &c, Loan an account stated & sixty three dollars

Albert Galloway
Atty for Plff

Jany 29th
1844

American Com Co
vs
James Galloway
& Sam Pettingill
Remand Cause

Issued by Certified Copy
Febr 3d 1844
W W Stubbs Sheff

Serv 35
Mile 80
Copy 15
1.00

Filed Feb 29th 1844
John Caffall Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Lemuel Carter

to appear

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

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 29th day of January A. D. 1844

John Cassil CLERK.

Union Com Pleas

James Galloway

vs

Declaration

Lemuel Carter

Dam. $500

Cost bill made

No. Record to be made

To be filed after your first Court of 1844 —

Filed April 20. 1844
John Cassil. Clerk

A. Galloway
Plffs Atty

dollars for money then & there paid by the Plaintiff for the use of the Defendant at his request: And for that the said Defendant afterwards to wit on the day & year last aforesaid in consideration of the premises, then & there promised the said Plaintiff to pay the said sums of money when he the Plaintiff should be thereunto afterwards & there requested: And the said Plaintiff in fact says that the said Defendant has not paid the said sums of money or any part thereof although often requested so to do but the same to pay hath hitherto wholly refused & still refuses so to do to the damage of the Plaintiff of Five Hundred dollars & therefore he brings his suit &c

Galloway & Galloways
by
Attys

James Galloway
vs
Samuel Carter

Assumpsit Dam. 500.

Union County Court of
Common Pleas of the First Term 1844

Union County
Ohio ss James Galloway Com-
plains of Samuel Carter in a plea of As-
sumpsit for that Whereas the said defendant on
the 25th day of November 1840 at the County aforesaid
made his promissory Note in Writing & delivered the
Same to the said Plaintiff & thereby promised to pay
to the said Plaintiff or order, One Hundred & ten
dollars one year after the date thereof with legal
interest from the date thereof Which period has long
since Elapsed.

And for that Whereas the said deft on the said
25th day of November 1840 at the County aforesaid
made his other promissory Note in Writing & deliv-
ered the Same to the said Plaintiff & thereby prom-
ised to pay to the said Plaintiff or order One Hun-
dred & ten dollars <u>two</u> years after the date there-
of with legal interest from the date thereof; Which
period also has long since elapsed: And the
said defendant then & there in Consideration
of the premises promised to pay the amount of
the said Notes to the said Plaintiff according to
the tenor & effect thereof.

And also for that Whereas the said Samuel Carter
on the 5th day of January 1843 at the County
aforesaid was indebted to the said James Galloway
in three Hundred & fifty dollars for Money then &
there lent by the plaintiff to the defendant at his re-
quest: And in three Hundred & fifty dollars for Money
then & there had & rec^d by the defendant to & for the
use of the plaintiff: And in three Hundred & fifty

Galloway vs Carter

Filing Precipe & issuing Writ		25
Docket & return & fil		10
Appearance & fil of Decla.	6-	14
5 cop. 50 Dismissal	10	60
Copy of Papers		79
Cost Bill & sat.		47½
		$2,35½
Sheriffs fee on Sub.		1,00
Do. Do. calling case two Courts, Steel		32
Do Do. Robinson three Courts		48
		$4,15½

Xenia March 27th 1844

John Cassel Esq: Clerk of the Com. pleas Union Co.

You will please not to issue against Lemuel Carter, as directed by my son Albert on the 29th of January last or if a summons has issued I wish it not to be served, as we have compromised the matter, and the case is to be dismissed. The bearer Andrew Hood will pay you the costs.

James Galloway

Civil/Domestic Case File

Case No. 1844-CV-0002

No. 44-CV-2

Union Common Pleas Court.

Robert Osborne
Plaintiff,

AGAINST

Jesse Reed et al
Defendant.

OCT TERM. 1844

Settled by Agreement

Journal C Page 239

Record No. No Record Page

Ex. Doc. Page

Union Com Pleas

Robert Osborn
vs } in Replevin
Jesse Reed &
John Woods

Pre & affa

Filed Jan 29 1844
John Cassil Clerk

Copied

Robert Osborn
vs
Jesse Reed &
John "Woods

Replevin Damages $100.

The Clerk will issue a writ
of Replevin for the following
goods and Chattels to wit One Bull & Sorrel Mare
~~with bell fuce~~ & One one horse waggon

Allison & Hall Attys
for Plaintiff

State of Ohio Union County ss.

Robert Osborn being duly
sworn according to law says that he has
good right to the possession of the goods
and Chattels described in the above
porcepie and that they are wrongfully
detained from him by the defendants 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 the said
Plaintiff Nor by virtue of any writ of replevin or
any other mesne or final process what-
soever issued against the said plaintiff
and for the truth not Robert Osborn

Sworn to and subscribed
this 29th day of January 1844.

John Cahill Clerk
per J McWilkinson Dep

Filed April 15th 1864
John Cassidy
Clerk

Rec'd April 15 1844

Mr Jeh Cahill Sir This is to let you
now that R Osborn and I have Settled
and that he is to with draw the Suit and
pay the costs

John Woods

Robt: Osborn
-
Jesse Reed &
John Woods

Rec° Jany 30. 1844. in this case
Fifty cents each, appraisors fee
David G Caul
Richard Irwin.

Know all men by these presents that we Robert Osborn Wm Hamilton are held and firmly bound unto Jessee Reed and John Woods in the penal Sum of One hundred & Sixty — dollars lawful money of the United States to the payment of which we bind ourselves heirs executors and administrators firmly by these presents Sealed with our Seals and dated this 30th day of January A.D. 1844 The Condition of this bond is this the above bond Robert Osborn Issued out of the Clerks office of the Court of Common pleas of Union County his writ of Replevin for one Bald face Horse Mare and a One horse Waggon, which Said writ is returnable to next Term, Now if the Said Robert Osborn does well & truly appear at the next Term of Said Court, and prosecute his Said Suit to effect and pay all Charges and Costs that may be awarded against him, then this bond to be of no effect otherwise to remain in full force & virtue in Law

Robert Osborn [Seal]
Williams Hamilton [Seal]
L. H. Hastings [Seal]

Mun Cont pleas

R. Osborn

vs

Jessee Reed &
John Woods

Appraisment Retn

The undersigned being called upon by W.W. Steele Sheriff of Union County Ohio to appraise One Bald face Sorrel mare & one, one horse Waggon taken by Replevin, by said Steele in the case of Robert Osborn vs, Jesse Reed & John Woods after being duly sworn, ~~affirmed~~ and affirmed upon actual view we appraise said Mare at Thirty Five — dollars and the Waggon at Forty Five dollars, making in all Eighty ——————— dollars, Given under our hands and seals this 30. day of January A.D. 1844.

David Hank Seal
Richard Irwin Seal

State of Ohio Union County ss

Personally appeared the above appraisers, and David Hank ~~was~~ duly affirmed, & Richard Irwin duly sworn by me, as ~~said~~ appraisers according to law, given under my hand this 30th day of January A.D. 1844

W.W. Steele Sheriff U.C.O.

Union Com Pleas

Robert Olton

vs } In Replevin

Jesse Reed &

John Woods

Served by reading to Lester Reed. & by Copy on John Woods. - Replevied the property. Delivered the same to Plff & took Bonds in the Sum of $160. of Jany 30th and by reading to, John Woods Jany 31. 1844

W.W. Steele Shff

Serv	.35	
Mile	.75	1844
Inquest	1.00	
Bond	.50	
app Rets	.20	
	$2.80	
Shff	1.00	
Appts.		
	$3.80	

Filed January 31st 1844

John Boyd, 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 Robert Osborn the goods and Chattels following, to wit; one Bald faced sorrel Mare and one one horse wagon which Jesse Reed and John Woods wrongfully detain from the said Robert Osborn as is said, and also that you summon the said Jesse Reed and John Woods 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 Robert Osborn ~~to appear at the next term~~ for the unlawful detention of the goods and chattels aforesaid: Damages one hundred dollars and have you there ~~there~~ this writ

Witness John Cahill Clerk of our said Court at the Court House in Marysville this 29th day of January A D 1844

John Cahill Clerk

Civil/Domestic Case File

Case No. 1844-CV-0003

No. 44-CV-3

Union Common Pleas Court.

Christian Gowl
Plaintiff,

AGAINST

James W Evans
Defendant.

OCT 1844

Judg vs Defendt

Journal 3 Page 240

Record No. 4 Page 302

Ex. Doc. Page

Union Com Pleas

Ct Court

Vs Precipe

Jas W Evans

Filed Feb 10th 1844

John Cassell Clk

Christian Pool
vs
James W Evans

Union Common pleas
No ___ April Term 1844
Tn Assumpsit

Damages $150.00

Issue a Summon returnable on the first day of next Term and Endorse Suit Brot on a due bill given by defendant to plaintiff on the 10th day of July 1843 for one hundred and two dollars and seventy four cents with interest from date and to be paid on the 1st day of January 1844 also on an account Stated between them for money had and Rec'd &c By

Wm C Lawrence
a'y for plff

Union Common Pleas

Christian Gaul
vs
James W. Evans

Served by certified
Copy Febr. 15. 1844
W. W. Steele Sheff.

Serv 35
Mile 5
Copy — 10
" 50

Filed Febr 15. 1844
John Cassil Clerk

Recorded

Debt $ 100 and interest from the 1st day of January 1844 and $ 5 damages sustained by the detention of the same. Also the sum of $ 100 and interest from the 1st day of January 1844 and $ 5 damages sustained by the detention of the same. Also the sum of $ 100 and interest from the 1st day of January 1844 and $ 5 damages sustained by the detention of the same.

By W. W. Chancellor
Att'y for Pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James M. Evans

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 Christian Gaul.

in a plea of assumpsit, Damages one hundred fifty Dollars

And have you then there this writ.

John Caple,

WITNESS, ~~JAMES H. GILL~~, Clerk

of said Court, at the Court-House aforesaid, this

14th day of Feb. A. D. 1844,

John Caple CLERK.

Union Com Pleas

Christian Gook

vs

Isaac W Evans

1844

Filed May 27, 1844
John Cassil Clerk

60 due

Last bill made

Recorded in Vol
4 pp 302. Com Pleas
Records Union Co
John Cassil Clerk

State of Ohio
Union County ss

State of Ohio April term
of the Court of Com Pleas
1844

Christian Goul complains of James W. Evans in a plea of Assumpsit for that whereas the said Evans on the 10th day of July 1843 at the County of Union aforesaid made his due bill in writing and delivered the same to the said Goul and thereby acknowledged to be due and promised to pay the said Goul one hundred and two dollars and seventy four cents with interest from date on the first day of January next (meaning the next after the date thereof) which period has now elapsed And the said James W. Evans then and there in consideration of the premises promised to pay the amount of the said due bill to the said Christian Goul according to the tenor and effect thereof Yet the said James W. Evans has disregarded his promises and has not paid the said sum of money nor any part thereof To the damage of the plaintiff one hundred and fifty dollars and thereupon he sues &c by Wm C Lawrence his atty

Filed May 27. 1844
John Caffil Clerk

102.74
6
6.16.44
1 00
7.16.44
102 740
109.90
50
59.90
6.0

10 July 44
11.12

Due Christian Goul for monies collected
one hundred and two dollars 74/100 Dec 5 10. 1843
which is to be paid on the first day of January next
with interest from date

Jo. W. Brown

5 Groceries
Receipt
to Sol W Cobb

Filed Sept 16th 1844
John Cassidy
Clerk

Rec'd of J. W. Evans fifty dollars to be applyed on the suit in Court on note of hand in my favor against him for Judgment Oct Term 1844

Sept 17. 1844

Christian Goul

Union Common Pleas

James W. Evans

vs

Christian Gaul

Costs $13,33½
Writ 41

Rec'd this writ Febr 27 1844. No property found whereon to levy April 17. 1844.

W W Steele Sheff

Dew 35
Mile 5
40

Rec'd Recpt for Docket fee

W W Steele Sheff

Filed April 17. 1844

John Cattle Clerk

The State of Ohio, Un'on County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action in Chancery lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein James W. Evans ——— was plaintiff, and Christian Gorsuch —— was defendant, the costs of said James W. Evans were taxed at thirteen dollars thirty three ¾ 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 James W. Evans in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 5th day of November A. D. 1841 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 27th day of February A. D. 1844

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1844-CV-0004

Civil/Domestic Case

1844-CV-0004

located with

Supreme Court Case

1844-SC-0004

Civil/Domestic Case File

Case No. 1844-CV-0005

Civil/Domestic Case

1844-CV-0005

located with

Supreme Court Case

1844-SC-0003

Civil/Domestic Case File

Case No. 1844-CV-0006

No. 44-cv-6

Union Common Pleas Court.

Ephraim Saunderson
Plaintiff,

AGAINST

Smith Brown,
Defendant.

JUL TERM. 1846

Ejectment

Decree for plaintiff.

Journal 3 Page 424

Record No. 4 Page 6-44

Ex. Doc. 1 Page 3 5-7

Wm. B. Lawrence
& Wm for Defts.

Answer & Demurrer
Rules for Defts

Union Com Pleas

John Doe ex dem
E. Granston et als
vs Ejectment
Richard Roe
Smith Brown

Consent rule

Filed April 17th 1844
John Copie Clerk

Recorded Vol 4. pp 545.

copied

John Doe ex. dem.
Stephen Cranston
John B. Cranston
Ephraim Cranston
Christopher Cranston
& Edward Cranston

vs

Smith — Brown tenant
in possession

And the said

Smith Brown - - - - -

comes and confesses the lease, entry, and ouster in the said declaration mentioned and admits ~~himself~~ to be in possession of the following premises described as follows to wit: Beginning at a stake from which an Elm sapling marked S. bears North fifty degrees East twenty eight links north westerly corner to Duncan Mc Arthurs Survey No 6563 & 6576, thence South Eighty four degrees East with the line of said Survey two hundred and fifty two poles to a stake from which a sugar tree bears North thirty nine degrees West seventy five links and a white oak north sixty eight degrees west one hundred and eleven links, thence North six degrees East two hundred fifty two poles & twenty links to a hickory, Ironwood and Beech: thence North Eighty four degrees West two hundred and fifty two poles to two beeches, a Lynn and Dogwood: thence South six degrees West two hundred fifty two poles and twenty links to the beginning, parcel of the premises in the said declaration mentioned: and for plea says that ~~the~~ he 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 [illegible] does the like

Union Com. Pleas.

J. Jas E. Dom.
E. Granston al

v

Smith Brown

Order of Survey.

Service ---- $1-00
Mileage — 60
$1,60

Jom W Robinson
Sheriff

Filed April 15th 1846
John Caffil, Clerk
Cost bill made

Notice to E. Granston January 15th 1845
also Particular Plat & Survey more than Ten days
previous to the day of Survey - and Executed the Command
of this by the Law requires, and returned the Original
& the Survey
April 15th 1846 - Jom W Robinson Sheriff

State of Ohio. Union County ss.

To the Sheriff of said County Greeting

John Doe. Ex dem.
E. Cranston et al

Smith Brown et al

August Term. A.D. 1845.

On Motion of Defendant It is Ordered that the Sheriff of this County proceed to survey the premises in the Declaration according to the Patent Calls of the same being the East half of Survey N° 3689. – Also to survey the premises claimed by the Defendant according to the Patent Calls for the same, being Survey N° 14497. and that he make out and return to this Court at the next Term, 3 Plats, showing 1st. Survey N° 3689. 2nd Survey N° 14497. & 3dly. the interference if any of said Survey N° 14497. with the East half of Survey N° 3689. and that Notice of the time and place of making said Survey be given to Ephrain Cranston one of the lessors, of the Plaintiff ten days before taking the same, . And also notifying as above W. R. Lawrence, the atty of the Defendant,

John Doe Ex dem
E. Cranston et al,

Smith Brown

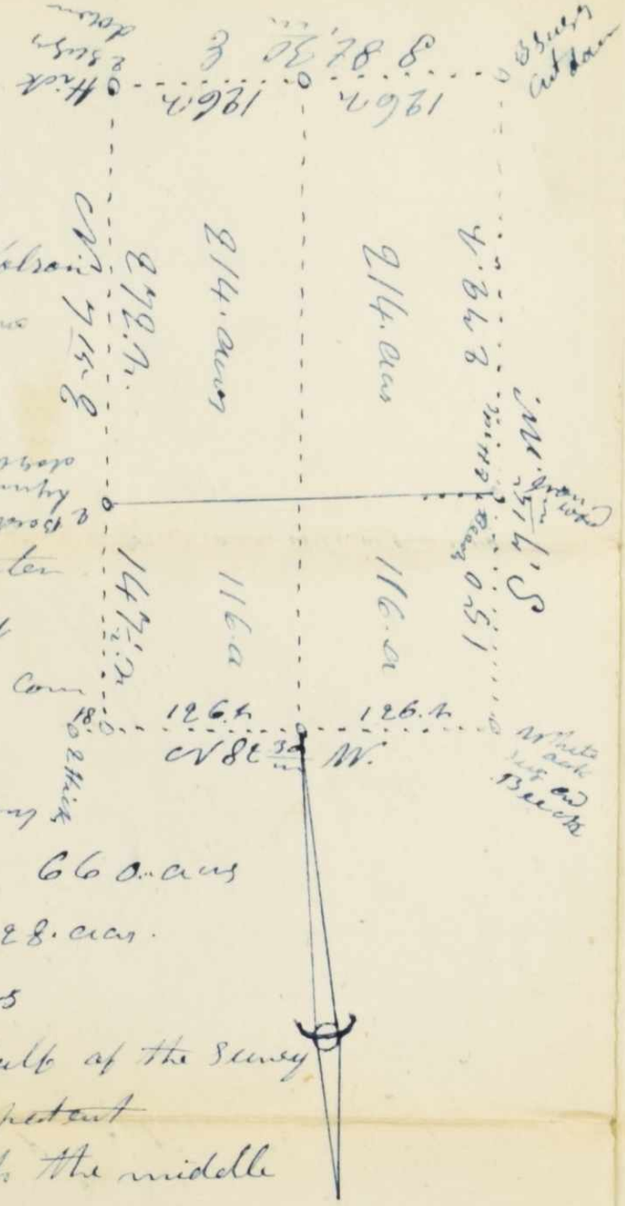
Oct. Ter A.D. 1845.
Continues under former order

I. John Cassil Clerk of said Court Certify the foregoing true Copies of the Journal Entries in the above Cases, Witness my hand and official Seal this 24th day of Nov. A.D. 1845

John Cassil Clerk

Report & plat
of
Surveys Nos
36-89
&
14497

Filed April 14th 1896
John Capeil, Clerk



I here by Certify that I surveyed Survey No. 3689 for Jacob Wolsan and Survey No 14497 in the name of Samuel B. Johnston as represented on the annexed plott hereing taken in to my assistance David Lock wood & Israel Canter as chain carriers who were duely sworn as the law directs before commencing Survey

the result shows that Woolsons Survey Contains 66 0 acres
Samuel B. Johnston Contains 428 acres
lying on the South end of Woolsons Canon is 214 acres of the East half of the Survey which is covered by Cranstons patent the Line running N & S through the middle shows the west Boundary of Cranstons patent the dark line Running East & West South the North boundary of No 14497 showing an interference of 2 44 acres on cranstons patent as is more fully set forth in the accompanying report January 11th 1846 William B Green
City Surveyor N.C.O

Fees of
David Lock wood Chain Carrier 2 days $ 1.50
Israel Canter Ditto 1.50 — — $ 3.00
William B Green surveying 4 days 4.00
plotting Calculating and report 2.00 — 6.00

Surveyed January 11th 1846 by an or-
der of Court made at the last term of the Court
of Common pleas for Union County Ohio Survey
No 3689 in the name of Jas Col. Woalson & No 14497
in the name of Samuel B. Johnston as follows
Survey 3689 Be ginning at a sugar tree & B Beech
the Beech marked J. W. and a large White oak
which is down and partly burned up the remains
of the stump yet in the ground be ing South
49° West 420 poles from the South Westerly corner
of Baxly & Stevensons survey No 3238 from there
run ing S. 7 1/2° W. 422 poles to 3 sugar tree stumps
the trees be ing cut down and rolled out of a road
then S. 82 1/2° E. cross ing the runs 254 poles to 2
sugar trees and a Hickory down & most by rotten then N. 7 1/2° E 417
poles to a Beech and ash in the orig'l and North line
the Hickories not stand ing but 2 Hickory stand ing 1.6 poles
to the E. then N. 82 E. with the orig'l line
254 poles to the be gin ning Con tain ing 660 acres
and also Survey No 14497 ~~and~~ in the name of
Samuel B. John ston and found that the South west
and South & Corners to 14497 though dis cribed by dif
er ent monuments are pre cisely at the same places
of the S. E. & S. W. Corners of 3689 and the E. & W.
Lines of 14497 Run pre cisely with E. & W. lines of
3689. 272 poles Con tain ing 428 acres one half of
which lies on the E. half of Survey 3689 the part
Cov'd by Cranstons patent make ing the in ter fer
ence be tween 14497 and the E. half of 3689. 214
acres leaving 116 acres of the E. half of 3689 Cov'd by 14497
all of which is repre sented by the an nexed platt
all of which is re spect fully Sub mitted
William B Johnston C Surveyor
U. C. Ohio

John Doe ex. dem.
Ephraim Cranston
& others
v.
Richard Roe

William W. Steele Sheriff of Union County in the State of Ohio maketh oath & says that he served a copy of the within declaration & notice long the following named persons severally to wit James Johnson personally on the 23rd of March 1844 & that on the 28th of March 1844 he served a copy of the same declaration & notice on Smith Brown personally, and that on the 28th of March 1844 he left a copy of said declaration & notice with a daughter of Matthew Johnson, who was above the age of 14 years at the dwelling house of said Matthew Johnson the defendant who was absent and that at the time of said service of said copy of said declaration & notice on said James Johnson & Smith Brown & on the daughter of said Matthew Johnson he explained to each of them the nature of said declaration & read & explained to each said notice

Wm W Steele Sheriff

Sheff fee
Serv .35
Mile. .75
Copies 1.38
$2.48

John Doe Ex. dem
Ephraim Cranstone
& others vs.
Richard Roe Casual Ejector
Decla.

Sworn & subscribed in open Court this 15 April 1844
John Cassil Clerk

Recorded Vol 4 pp 544 & 545.

Copied
Mason & Forbes Attys.

The State of Ohio Union County Court of Common Pleas of the Term of April in the year Eighteen Hundred and forty four

Union County ss

John Doe complains of Richard Roe for that Stephen Cranston, John B. Cranston, Ephraim Cranston, Christopher Cranston and Edward Cranston on the first day of January in the year Eighteen Hundred and forty four at Union County in the State of Ohio had demised to the said John the following lands and tenements to wit a certain tract of land containing three hundred acres, being the East half of Survey No 3689, Beginning at two sugar trees and a hickory South East corner of said tract, thence North seven degrees East Four hundred poles to two Hickories North East corner to said tract: thence North Eighty three degrees West one hundred and twenty poles: thence South seven degrees West four hundred poles to the South line of said tract; thence with said line South Eighty three degrees East one hundred and twenty poles to the beginning; and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out houses, ten yards, ten gardens, three hundred acres of arable land three hundred acres of wood land three hundred acres of land covered with water and three 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 first day of January in the year aforesaid for and during the term of Twenty 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 first day of February in the year Eighteen hundred and forty four 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 one hundred dollars. And therefore he sues &c

Mason & Torbert Attys
for Pltf

Messrs
Smith Brown
Matthew Johnson &
James Johnson

Sirs:

I am informed that you are in possession of a 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 & for the County of Union & State of Ohio, and make yourself defendants in my stead, otherwise Judgment will then be entered against me by default, & you will be turned out of possession

Richard Roe

February 24 1844

John Doe ex dem
Ephraim Granston & Thos
vs
Richard Roe

William
W. Steel Sheriff of Union County
in the State of Ohio maketh oath & says
that he served a copy of the within
declaration in Ejectment & notice on
James Johnson personally on the 23rd of
March 1844 also a copy of said decla
ration & notice on Matthew Johnson
more than fourteen years of age at the house of Matthew
personally on the 22d of March 1844 and
also a copy of said declaration and
notice on Smith Brown personally on
the 22d of March 1844 and that at the
time he served said James Johnson
Matthew Johnson & Smith Brown
with a copy of said declaration and
notice as aforesaid he exhibited to
each of them the nature of said dec
laration & read to each of them the
said notice

Sworn to & subscribed in
open Court this 15 April
1844

Ex. Docket 1849 378

Abraham Branson et al
vs
Levitt Brown

Damages $ 20 01
Costs 32.36
Writ 1.41

Issued April 30th 1847
John Cassil Clk

Recorded

Received this writ February 13th 1847
March 25th 1847 by virtue of this writ I levied
on one Bay horse. April 14th 1847 I duly advertised
the above property for sale by publication in the argus
newspaper for ten days previous to the day of sale
April 26th 1847 made on the within $36.92 that being
the amount due on this writ and paid the same
to the Clerk of the Court from whence this writ
Issued except my fees retained

Fees— Levy — 35
mileage 50
Bond 50
Service 35 = 1.70

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 28th day of July A.D., 1846. Ephraim Cranston et al recovered against Smith Brown

~~dollars and~~ as well as the sum of ~~cents for debt, as the sum of~~ nil cents for their damages as also the sum of ~~dollars and~~ ~~cents, for~~ $ 32.36 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 Smith Brown you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 28th day of July A.D., 1846, until paid; also the sum of $ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Cranston et al

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 12th day of February A.D., 1847.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1844-CV-0007

No. 44-CV-7

Union Common Pleas Court.

James Galloway
Plaintiff.

AGAINST

Alex Seltzings
Defendant.

OCT 1844

Judg vs Defendt
$56.44

Journal 3 Page 253

Record No. 4 Page 304

Ex. Doc. Page

Union Com Pleas

James Galloway
vs
Alexander Stillings

Filed April 16. 1844
John Cupid Clerk

Writ issued

A Galloway atty

James Galloway
vs
Alexander Stillings
} Assumpsit Damages $1000.

To the Clerk of the Court of Com
Pleas of Union County Ohio
Issue a summons as
above returnable at your April term
This suit is bro't upon a promissory note given
by deft. to plff. for order for Five Hundred dol-
lars with interest ~~from~~ after the first day of April 1841.
dated the 26th of February 1841 & payable on or before
the first day of May 1842. Also for money lent
had & rec'd, paid &c and on an account
Stated. Amount now due $525.00

Xenia Ohio
April 10th 1844
} Albert Galloway
Atty for Plff

If the Clerk will hand the writ to Levi Phelps Esq
he will endorse it for costs
Xenia April, 1844. James Galloway

Amt 500.

Int

J. Galloway
vs
A. Shillings

Assumpsit—

Note ———	$500.
Int. from 1st April. 1841, to Oct. 1st 1844	105.00
Amt	$605.00

Cr

By payment 29th Jan. 1844	$38.00	
Int on do to Oct. 1st 1844 (6 mos	1.52	39.52

Amt of Judgment ——— $565.48

Alex^r. Stillings Note
for $500. Dice
1st apl. 1842.

(Sue Dupon)

$38. Credit by cash rec^d Jan. 29th 1844
Thirty Eight dollars } James Galloway
per Allt Galloway

$500

On or before the first day of May 1842. I promise to pay to James Galloway or order five hundred Dollars with interest after the first day of April next for value received this 26th day of February 1841

Alexander Billings

for 200 a. survey No. 1502.

This suit is brought upon a promissory note given by defendant to plaintiff for sum thereinafter mentioned and dated this 26th day of February 1841 payable on or before the first day of March 1842. Also for money lent, laid out & paid by plaintiff for defendant at his request, and on account stated, amounting now due $ 52.500

Albert Packenay
Atty for Pltff

Union Com Pleas

James Galloway

vs

Alexander Stillings

Summons

Served by certified
Copy Apl. 17. 1844
W. W. Steele Sheff

Serv	35
Mile	05
Col	15
	$ .55

Filed April 17, 1844
Julian Crafil, Clerk

Recorded

Good for costs
Levi Phelps

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Alexander Stillings

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 James Galloway

in a plea of Assumpsit Damages one thousand Dollars

And have you then there this writ.

John Caspil

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this 16th day of April A. D. 1844

John Caspil CLERK.

Union Com Pleas

James Galloway
vs
Alexander Fillings

Declaration

1844

Filed April 20th 1844
John Cahill Clerk

Cost bill made

Recorded

A. Galloway
Pltfs atty

Copied

Recorded in Vol 4 Page 305 of 306
Com Pleas Record Book
Union Co. O.
John Cahill Clk

State of Ohio Union County Court of Com Pleas
of the Term of April 1844
Union County ss

James Galloway complains of Alexander Stillings in a plea of Assumpsit for that Whereas the said defendant on the 26th day of February 1841 at the County aforesaid made his promissory note in writing & delivered the same to the said plaintiff & thereby promised to pay to the said plaintiff or order Five Hundred dollars with interest after the first day of April 1841 on or before the first day of May 1842 which period has long since elapsed: & the said defendant then & there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor & effect thereof.

And also for that Whereas the said Alexander Stillings on the first day of April 1844 at the County aforesaid was indebted to the said James Galloway in One thousand dollars for money then & there lent by the plaintiff to the defendant at his request: And in One thousand dollars for money then & there paid by the plaintiff for the use of the defendant at his request: And in One thousand dollars for money then & there received by the defendant for the use of the plaintiff: And in One thousand dollars for money found to be due from the defendant to the plaintiff on an account then & there stated between them. And Whereas the defendant afterwards on the day & year last aforesaid in consideration of the premises then & there promised to pay the said several sums of money to the plaintiff on request. Yet he hath disregarded his promises & hath not paid the said several sums of money nor either of them nor any part thereof, ~~to the damage~~ altho often requested to the damage of the plaintiff One thousand dollars & therefore he sues by his attorney

Albert Galloway

Civil/Domestic Case File

Case No. 1844-CV-0008

No. 44-CV-8

Union Common Pleas Court.

Chapman Elliott,
Plaintiff,

AGAINST

Edwin & Converse,
Defendant.

MAY TERM, 1845

JUD'G VS PLAINT'F
Dismissed

Journal ____ *Page* 302 30

Record No. ____ *Page* 347

Ex. Doc. ____ *Page* ____

Chapman Elliott

v

Edwin G. Converse

Præcipe

Filed April 16, 1844
John Cassil Clerk

copied Wm H. Thomas
Atty

Chapman Elliot
v
Edwin G. Converse
} Assumpsit
Damages $500—

Issue a Summons returnable forth=
=with. Endorsed "Suit brot on note of hand given by
defendt to plaintiff for $420 - dated Feb: 15, 1843 & de
payable 1/2 twelve months after date
also for Goods sold and delivered money lent had and
rec'd &c"

To the Clerk of the Court of
Common Pleas of Union County
April 16, 1844.

W & H. Thomas
Attys for pl'ff

Suit brot on note of hand given by defendt to plaintiff for $420.- dated Feb. 15, 1843 and payable 12 months after date & also for goods sold and delivered money Cent Read and rec'd

Wm H. Thomas
Att'y for Plff

Union Com Pleas

Chapman Elliot
v } In Assumpsit
Edwin G. Converse

Served by certified Copy on Edwin G. Converse. April 17. 1844. W. W. Steele Sheff

Serv — 35
Mile — 60
Copy — 15
$1.10

Filed April 17. 1844
John Caprile Clerk

copies

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Edwin G. Conwell

to appear

for Smith

^ ~~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 Chapman Elliott

in a plea of assumpsit Damages five hundred Dollars

And have you then there this writ.

John Caspil

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this 16th day of April A. D. 1844

John Caspil CLERK.

Chapman Elliot

v

Edwin G. Converse

Declaration

Filed April 14th 1854
John Cassil Clerk

Cost bill made

copied

The State of Ohio, } Court of Common Pleas,
Union County, ss, } April Term, 1844

Chapman Elliott Plaintiff in this suit, complain
of Edwin J. Converse defendant in this
suit, of a plea Assumsit, &c.

For that whereas, the said Edwin J. Converse defendant
on the 13th day of February in the year of our Lord one thousand
eight hundred and forty three at the County of Union aforesaid
made his promissory note in writing, and then and there delivered the same to the said plaintiff and
thereby, then and there promised to pay to the said plaintiff the sum of four hundred & twenty
dollars ~~and~~ ~~cents~~, in twelve months, the date thereof, which
period has now elapsed; and the said defendant in consideration of the premises, promised to pay the
amount of the said note to the said plaintiff according to the tenor and effect thereof.

And whereas, also, the said defendant afterwards, to wit, on the 13th day of
February in the year of our Lord one thousand eight hundred and ~~thirty~~ 43 in the county
aforesaid, was indebted unto the plaintiff in the further sum of four hundred & twenty
dollars, for the price and value of goods then and there sold, and delivered by the plaintiff to the de-
fendant at his request; also, in the further sum of four hundred & twenty dollars, for work
and labor, then and there done, and materials for the same provided by the plaintiff for the defendant
at his request; also, in the further sum of four hundred & twenty dollars, for so much money
then and there by the plaintiff lent and advanced to, and paid, laid out and expended for, the defendant
at his request; also in the further sum of four hundred & twenty dollars,
for so much money then and there had and received by the defendant for the use of the plaintiff and
also in the further sum of four hundred & twenty dollars, found to be due from the defendant
to the plaintiff on an account then and there stated between them; and so being indebted, the said de-
fendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county
aforesaid, undertook, and then and there promised the plaintiff to pay the aforesaid sums of money, when
thereunto afterwards requested so to do: yet the said defendant although often afterwards requested,
has not paid the said several sums of money, or any part thereof, to the plaintiff but has hitherto
wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the plaintiff
Five hundred dollars, and therefore he bring suit, &c.

By
W & S. Thomas
his attys

Civil/Domestic Case File

Case No. 1844-CV-0009

No. 44-cv-9

Union Common Pleas Court.

Chapman Elliott
Plaintiff,

AGAINST,

D Hemmingway
Defendant.

MAY TERM. 1845

JUDGMENT VS DEFENDANT
Settled

Journal 3 Page 302 303

Record No. No Record Page

Ex. Doc. Page

Chapman Elliott

v

Dan Dridge Hemenway

Præcipe

Filed April 16 1844
John Caspie Clerk

Copied W & K. Thomas
Clks

Chapman Elliott
v
Dandridge Hemenway } a/Sumpsit.

Damages $350—

Issue a Summons returnable forthwith. Endorse "Suit brot on note of hand given by defendt to Plaintiff for $420 dated Feb. 15th 1843 payable 12 months after date 1st C. Also for goods sold and delivered, money lent had and rec'd 2d C"

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

April 16th 1844

W & S. Thomas
attys for Pl'ff

Union Com Pleas

Chapman Elliot
vs
Assumpsit
Dandridge Hemenway

Served by certified
Copy on the within name
~~Dandridge Hemenway~~
Dandridge Hemenway
April 18. 1844
W. W. Steele Shff

Serv	75
Mile	60
Copies	75
~~1.40~~	
110	

Filed April 18. 1844
John Cupid Clerk

Suit Boz on Note of hand given by defendt
to Plaintiff for $420 dated Feb 15th 1845
And payable 12 months after date
To Attorney for goods sold and delivered &c
Money Lent and advanced &c
&c &c
W. & R. Thomas
Attys for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Dandridge Hemenway

to appear

~~on the first day of our next term~~ For the Tenth, 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 Chapman Elliot

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 16th day of April A. D. 1844

John Cassil CLERK.

Chapman Elliott

v

Dandridge Hemanway

Declaration

Filed April 18th 1844
John Caskie Clerk

Cost bill Made

Copied

The State of Ohio, Union County, ss,

Court of Common Pleas, April Term, 1844

Chapman Elliot Plaintiff in this suit, complains of Dandridge Hemanway defendant in this suit, of a plea Assumsit, &c.

For that whereas, the said Dandridge Hemanway — defendant on the 15th day of February in the year of our Lord one thousand eight hundred and forty three at the County of Union aforesaid made his promissory note in writing, and then and there delivered the same to the said plaintiff and thereby, then and there promised to pay to the said plaintiff the sum of four hundred & twenty dollars ~~and~~ ~~cents~~, in twelve months after date thereof, which period has now elapsed; and the said defendant in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.

And whereas, also, the said defendant afterwards, to wit, on the 15th day of February in the year of our Lord one thousand eight hundred and ~~forty~~ 43 in the county aforesaid, was indebted unto the plaintiff in the further sum of four hundred & twenty dollars, for the price and value of goods then and there sold, and delivered by the plaintiff to the defendant at his request; also, in the further sum of four hundred & twenty dollars, for work and labor, then and there done, and materials for the same provided by the plaintiff for the defendant at his request; also, in the further sum of four hundred & twenty dollars, for so much money then and there by the plaintiff lent and advanced to, and paid, laid out and expended for, the defendant at his request; also in the further sum of four hundred & twenty dollars, for so much money then and there had and received by the defendant for the use of the plaintiff and also in the further sum of four hundred & twenty dollars, found to be due from the defendant to the plaintiff on an account then and there stated between them; and so being indebted, the said defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiff to pay the aforesaid sums of money, when thereunto afterwards requested so to do: yet the said defendant although often afterwards requested, has not paid the said several sums of money, or any part thereof, to the plaintiff but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the plaintiff five hundred dollars, and therefore he bring suit, &c.

By W & K Thomas
his attys

Hemmenway Notes

Union County

Feb 20th 1843
Recieved on the
Dollars

Received February
forty dollars on

within note twenty

15 1844 Two hundred and
the within note

Twelve Months after date We or Either of Us promise to pay for Value Rec'd To Chapman Elliot or bearer the Sum of four hundred and Twenty Dollars With the Understanding that if Not paid at that time To draw Interest from date this 15th day of February 1863

Daniel Hemenway

witness
Joseph Gerrettson
Benjamin A Kilby

Dandridge Hemenway

John H Horton

Edwin G Converse

Civil/Domestic Case File

Case No. 1844-CV-0010

No. 44-CV-10

Union Common Pleas Court

Hayne Starling
Plaintiff,

against

Solomon Sager
Defendant.

APR TERM. 1844

Decree for Plaintiff

Journal 3 Page 205

Record No. 7 Page 300

Ex. Doc. 1 Page 310

John Doe Ex dem:
Lyne Starling
v
Richard Roe } John M. Robinson

Lincoln County Ohio makes oath and says, That he on the 5th day of April A.D. 1844 did personally serve Solomon Sager tenant in possession of the premises in the within declaration mentioned, or a part thereof, with a true copy of the within declaration and notice, and at the same time acquainted the said Solomon Sager with the contents and meaning of the said declaration and notice

John M. Robinson

Sworn to and Subscribed before me this 5th day of April AD 1844

John M. Robinson Just Peace

John Doe Ex. dem L. Starling
v
Richard Roe

Declaration

Filed April 16th 1844
John Caplis Clerk

Deed Ack

MR. Solomon Sager.

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 ~~Franklin~~ Lincoln and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 4th day of April A. D. 18 44 RICHARD ROE.

Union County }

STATE OF OHIO, } **COURT OF COMMON PLEAS,**

~~Franklin~~ } October Term, A. D. 18 43

John Doe complains of Richard Roe, for that Lyne Starling on the 1st day of January in the year of our Lord one thousand eight hundred and forty two at ~~Franklin~~ Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Lot No 3 (three) in Survey No 2671 in the name of R. Stevenson, bounded as follows Beginning at 2 white Oaks, 2 Sugars & Hickory upper corner to Wm Robinsons lot - Thence N 54° E 260 poles to a Hickory and Ash back corner to Wm Robinson - Thence N 36 W 84 poles to 2 Elms & Sugar - Thence S 54° W 34 poles to 2 Sugars - Thence S 36° E 11 poles to 2 Hickorys & a Buck - Thence S 54° W 327 poles to a Stake in the center of Darbys creek with[ness] 3 ashes & a Buckeye, Thence down the creek with the meanders thereof to the beginning - Containing one hundred and fifty acres more or less -

and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, — 150 acres of arable land, — 150 acres of meadow land — 150 acres of pasture land, — 150 acres of wood land, — 150 acres of land covered with water, and — 150 acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union. To have and to hold the same to the said John, from the 1st — day of February in the year aforesaid, for and during the term of twenty years, thence next ensuing: And also for that Lyne Starling on the 1st day of January in the year of our Lord one thousand eight hundred and forty two at the county of ~~Franklin~~ Union aforesaid, had demised to the said John ten other messuages, ten cabins, ten barns, ten stables, ten orchards, ten out-houses, ten yards, ten gardens, — 1000 acres of arable land, — 1000 acres of meadow land, — 1000 acres of pasture land, — 1000 acres of wood land, — 1000 acres of land covered with water, and — 1000 — acres of other land, with the appurtenances, situate in said county of ~~Franklin~~ Union; to have and to hold the same to the said John, from the 1st day of February in the year aforesaid, for and during the term of twenty years, thence next ensuing; By virtue of which said several demises the said John entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and was thereof possessed for the several terms aforesaid; and the said John being so thereof possessed, the said Richard, afterwards, to wit, on the 1st day of March in the year of our Lord one thousand eight hundred and forty two 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 & E Thomas
his attys

Union Com Pleas

A Starling

vs

Solomon Sapel

Pac

Filed July

Lessee of L. Stanley
v
Solomon Sager

Ejct Venue Lem: Clay

Issue Execution vie the above

case

W & K. Thomas
attys for Plff

In Clerk of Com Pleas
Lewis County
July 20, 1844

you shall have executed this writ, make appear to our said Court of Common Pleas on the first day of their next term: and have you then there the damages and costs aforesaid together with this writ

Witness John Cassil Clerk of our said Court, at the Court house this 24th day of July A D 1844

John Cassil Clerk

Rec'd this writ July 25. 1844. Stayed by Injunction - July 26. 1844.

W. W. Steele Sheriff

Union Com. Pleas

John Doe ex dem
Wm Starling
vs
D. Sectman
&
Solomon Sapen

Damages
Costs
This writ

Sum — .37½
Mile .03½
" .40

Rec'd July 26. 1844
Wm Cassil Clerk

The State of Ohio Union County ss.

To the Sheriff of said County, Greeting

Whereas John Doe, on the 17th day April AD 1844 in our Court of Common Pleas, within and for the said County of Union recovered against Solomon Sager, his term yet to come in the following lands and tenements to wit: Lot No 3 (three) in Survey No 3671 in the name of R Stevenson bounded as follows Begining at 2 White Oaks, 2 Sugars & Hickory upper corner to the Wm Robinson lot - thence N 34° E 260 poles to a Hickory and Ash back corner to Wm Robinson thence N 36° W 84 pole to 2 Elms & Sugar thence S 54° W 34 poles to 2 Sugars - thence S 36° E 11 poles to 2 Hickories & a Beech - thence S 54° W 327 poles to a Stake in the centre of Darby creek with 3 ashes & a Buckeye, thence down the creek with the meanders thereof to the begining - containing one hundred and fifty acres more or less, and also ten messuages, ten cabins, ten barns, ten Stables, ten orchards, ten out-houses, ten yards, ten gardens, 150 acres of arable land, 150 acres of Meadow land 150 acres of pasture land 150 acres of wood land 150 acres of land covered with water, and 150 acres of other land, with the appurtenances situate in said County of Union which Lyne Starling had demised to the said John Doe for a term which is not yet expired; and also the sum of Three dollars - - -

Civil/Domestic Case File

Case No. 1844-CV-0011

No. 44-CV-11

Union Common Pleas Court.

Benjamin Lyon
Plaintiff,

AGAINST

R D Reed
Defendant.

OCT TERM. 1845

Judgment VS Plaintiff

No Record.

Journal 3 Page 346

Record No. Page

Ex. Doc. Page

Union Cannon Ohio

Benjamin Lyon

vs Trespass

Robert D. Reed

Filed April 17. 1844

John Cassil Clerk

(copied)

Commissatlys

Union Common Pleas 1864

Benjamin Ryan
vs
Robert D. Reed

Trespass and Real estate Damage
$500.00

Upon a summons actionable for the writ & Endorsed "This suit is brought to recover damages for the Defendants having wrongfully & forcibly entered upon the land of the Plaintiff & for Cutting down & Carrying away Timber Trees & pine wood to the Value of five hundred Dollars"

Common Pleas Attorney

27th April 1864

John Leopold Clk

Union Common Pleas

Benjamin Lyon
vs
Robert D. Reed

This suit is brought to recover damages for the defendant's having unlawfully & forcibly entered upon the land of the plaintiff & for cutting down and carrying away timber, trees & firewood to the value of four hundred Dollars

Cornins Pltffs Attorney

Served by certified
Copy April 17. 1844
W. W Steele Sheff

Serv — 35
Mile 05
Copy 15
55

Filed April 17, 1844
John Casper Clutz
copied

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Robert D. 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 Benjamin Lyon

in a plea of trespass 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 16th day of April A. D. 184 4

John Cassil CLERK.

Union Common Pleas

1.

Benjamin Lyon

vs Declaration in
Trespass

Robert D. Reed

Plea Filed May 22=1845
John Cassil Clk

Filed April 17-
1844 John Cassil Clerk

Copied
Cummins Hoffs atty

The State of Ohio Union County Court of Common Pleas of the Term of April A D 1844

Union County Ss

Benjamin Lyon Complains of Robert D Reed in a plea of Trespass for that the said Robert D Reed on the first day of January in the year of our Lord eighteen hundred & forty four & on divers other days & times between that day & the day of the Commencement of this suit with force & arms at Union County aforesaid cut down carried away & destroyed the Trees Viz one hundred oak trees one hundred Ash trees one hundred Walnut Trees one hundred Hickory trees one hundred Elm Trees one hundred Linden Trees one hundred Poplar Trees one hundred Buckeye Trees ~~of~~ one hundred Sugar Trees of great Value of the said Benjamin Lyon Viz of the Value of Five hundred dollars then growing & being in & upon certain Lands then Situate & lying & Comin away the same & converted & disposed thereof to his own use and other enormities to the said Benjamin Lyon the said Robert D Reed then & there did against the peace & to the damage of the said Benjamin Lyon in the sum of Five hundred dollars & therefore he brings suit &c

Cannon & Ss atty

Robert D Reed } Union Com Pleas
Ats } Trespass
Benjamin Lyon } And the said Robert comes and defends when and &c and says that he is not guilty of the said supposed trespasses in manner and form as the said Benjamin hath declared against and of this he puts himself upon the country and the said Plff doth the like &c

By Wm C Lawrence his att

Lyon
vs
Reed

Filed May 20th 1915
John Cafferty, Clk

Robert L. Reed
adv
Benjamin Lyon

Union Com Pleas
in Trespass

Issue Subpoenas for R. R. Hall
Thos McDonald John Reed 3d and

Witnesses on behalf of Deft

Wm Clarke
Atty for Deft

C/K

Union County Pleas

Benjamin Lyon
vs
Robert D. Reed

Suit for Debt Mc Cneys

Served May 22nd 1845 by reading to Thomas McDonald
Served May 27th 1845 on John Reed 3rd by reading
R K Hale Not found —

Service — 25
Mileage — 50
75

Jno M. Robinson
Sheriff

Filed May 27th 1845
John Caffee, Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon R. R. Hale, Thomas M'Donald & John Reed, Jr. &c &c &c

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, at 8 o'clock, A. M., to testify and the truth to speak on behalf of Robert T. Reed in a certain matter in controversy in our said Court depending: whereia Benjamin Lyon is plaintiff, and Robert T. 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 20th day of May A. D. 1845

John Cassil, CLERK.

Union Common Pleas

B. Lyon

vs

R. D. Reed

Service — $0-37½

Milege — — 30

1 67½

Wm M Robinson
Sheriff

Filed Aug. 16th 1845
John Cassil Clerk

Served the within writ on Benj. Lyon 9th 1845
by reading to Warren Page Wm Monroe & Levi
Wells

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Warren Rose, William Moss, Levi Phelps, Vandeven 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 day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of Benjamin Lyon in a certain matter in controversy in our said Court depending: wherein Benjamin Lyon, is plaintiff, and Robert D. Reed 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 9th day of August A. D. 1845

John Cassil CLERK.

Union Coal Plan

B. Dyer

—

R. D. Reed

Filed Oct 29. 1845
John Cassil Clk

Cost bill entered

No Record to be made

Benj Lyon
vs
Robt. D. Reed
} Trespass

By Consent of Parties it is Ordered that Wm B Irwin assisted by David Chapman at some Suitable day between this and the next Term of this Court whereof both parties shall have notice Proceed to Survey and Ascertain the limits and Extent of the Kenyon Survey No on the North line thereof and also the true line thereof, and also the true lines of Lucas Sullivant Survey - &. lines made on the same, lands and also the true boundaries of the land now owned by the heirs of George Reed deceased and what interference if any that boundaries may have with the lands Claimed by the Plaintiff and make Report to the ~~next Term~~ of this Court

I John Cassil Clerk of Said Court Certify the foregoing to be Correctly Copied from the Journals thereof Given under my hand and Seal of Office this 16 day of Oct 1845

John Cassil Clk

Report of a
Survey of 4278
Wm Kaiser

Filed Oct 29. 1845
John Cassidy

In obedience to an order from the Court of common pleas for the County of Union State of Ohio in which we the under signed were ordered to survey Certain Lines devide ing the Lands of Benjamin Lyon & the heirs of George Reed dec'd we herein respectfully Report that we proceeded to make sd Survey on the 17th inst by Commenseing at a Red oak represented to be the N.W. Corner to Lyons Survey &c from there running North 52. E. 28 poles to an ash & Elm also represented to be Setteents sd N.W. Corner then running South 62. E. 84 poles to two Large White oaks N.W. Corner to Kairs Survey &c 4278. from there running Connecting the Course there of South 71½. East (the re Cord being S. 74. E.) 1039 poles to a Black Wal nut on the North Bank of Rogers run passing the N.W. Corner of Reeds Land at 49½ poles sd line being North Boundary of the Lands Claimed by the Heirs of Reed and the plaintiff. Benjamin Lyon being present and declining any further Survey of the Land and the dependents Consenting there to be made no further examination in the Case all of which is respectfully submitted October 27. 1849

William B. Strain
David Chapman } Surveyors

Bill of Cost

William B Strain	$2.00
David Chapman	2.00
Summon Payne	75
Chain Carriers John Reed 3d	75
	$5.50

In the case of Lyon vs Reed
in Trespass I am not sure whether Subpoenas were issued for the Plaintiffs
Witnesses at last Term or not If they were please issue for the same
Witnesses again If none were issued write you please have the goodness to
see Mr Lyon or send him word so that he can give you the names of all
his Witnesses & have them subpoenaed We shall want the surveyor who
run off the land & also Witnesses to prove that Reed cut the timber spoken
and It is important for Mr Lyon to attend to this matter speedily

Respectfully yours &c

Moses B Cavin

J Capell Esq

Civil/Domestic Case File

Case No. 1844-CV-0012

Civil/Domestic Case File

Case No. 1844-CV-0013

No. 44-CV-13

Union Common Pleas Court.

W. H. Woods

Plaintiff,

AGAINST

Wm. Skinner & Co.

Defendant.

AUG TERM. 1847

Dismissed

No Record.

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

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

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

W. W. Woods
vs
Transcript
pro
Asa Caryl

Filed April 17th 1844
John Capsic
Clerk

Cost bill mon

12

Copied

State of Ohio Union County ss

W. P. Woods
vs
William H. Skinner
Asa Caryl

In attachment
March 28th 1844 the
Plaintiff filed his
affidavit that the said
William H Skiner and
Asa Caryl was indebted
to him in the sum of forty
five Dollars or more not exceeding one
hundred Dollars and that the said William
H Skinner & Asa Caryl is not Residents
of the County of Union aforesaid.
Thereupon I ipsued a writ of attachment
against the said William H Skinner and
Asa Caryl and Delivered the same to
James W Evans Constable which was
Returned by said Court endorsed By virtue
of this writ I made search for propert
and found none of either person
March 29th 1844 Fees
Sowre & milage 0.80
James W Evans Const

I certify the above to be a true copy
of the proceedings had by and before
me in the above case as appears
on my Docket Given under
my hand and seal this 17th day of
April A D 1844 James Lyle J P
in and for Paris township
Union County Ohio

Justices cost
affidavit .25
Writ of attachment .25
Transcript .31½
0.81¼

Civil/Domestic Case File

Case No. 1844-CV-0014

No. 44-cv-14

Union Common Pleas Court

James Hoge *Plaintiff,*

against

James B Hart *Defendant.*

APR TERM. 1844

Judg. bz. Defendant
276.93

Journal 3 *Page* 215

Record No. 4 *Page* 274

Ex. Doc. *Page*

James Boyle
vs
James B. Dort

In

Case

Recorded

Cost bill made

Judgment confess'd

$276.93

N.D. appears for

the defendant

Filed April 17. 1844
John Corfit Clerk

W. P. & H.

THE STATE OF OHIO, ~~Franklin County~~, ss. } *The Court of Common Pleas,* 18

Union County

James Hoyt Plaintiff in this suit compl...

James B. Dort Defendant in this suit, in a plea of ASSUMPSIT:—

For that whereas the said Defendant ~~on the day of A. D. 184 in made promissory note in writing, and delivered the same to and thereby promised~~ ~~which period has now elapsed.~~

~~And the Defendant then and there, in consideration of the premises, promised to pay the amount of the said note to the Plaintiff according to the tenor and effect thereof~~

~~And also for that whereas the said Defendant~~ on the 12th day of April A. D. 1844 in the county aforesaid was indebted to the Plaintiff in the sum of 276.93 dollars for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendant at his request; also in the further sum of 276.93 dollars for work and labor then and there done and materials for the same provided by the Plaintiff for the Defendant at his request; also in the further sum of 276.93 Dollars for so much money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendant at his request; also in the further sum of 276.93 dollars for so much money then and there had and received by the Defendant for the use of the Plaintiff ; and also in the further sum of 276.93 dollars, found to be due from the Defendant to the Plaintiff on an account then and there stated between them. And the said Defendant in consideration of the premises respectively, afterwards, on the day and year last aforesaid, at the county aforesaid, promised the Plaintiff to pay to him the said several sums of money on request; yet the said Defendant (although often requested so to do,) has not paid the said several sums of money nor either of them, nor any part thereof; to the damage of the said Plaintiff 276.93 dollars, and therefore bring suit &c.

By Wilcox Pierrepont & Hoyt
his Attys.

James Boyce

vs

James B. Dort

"

Warrant to confess

Filed April 17 1844

John Cassil Clerk

Recorded

April 16. 1844

Due James Boyd for the use of Thos P. Boyd
($276.93) two hundred and seventy six dollars and ninety
three cents.

James B Dod

I hereby authorize and empower Lewis L Coates or
any other attorney at law in the state of Ohio to appear
in any court in said state at any regular term
and confess a judgment against me and in favor of
James Boyd of Franklin Co, for the sum of $276.93/100
and waive all error and notice of & process in my behalf,
and have execution stayed for the term of sixty
days from this date, upon the whole judgment
and on one hundred dollars till the first
day of December next. Witness my hand and
Seal.

James B Dod Seal

James B. Dort
adv
James Hoge
Clerk

Filed April 17, 1844
John Cassie Clerk

Recorded

James B. Dort
ads
James Hoge

Union Com. Pleas.

And the said James B. Dort now comes and waiving the issuing service of process, acknowledges that he did assume and promise in manner and form as the said James Hoge hath in his declaration alleged and complains that the said James Hoge has sustained damages by reason thereof to the amount of Two Hundred & Seventy six Dollars & Ninety three cents, and hereby waives all error and right of appeal.

B. Stanton
Atty for Defdt.

Civil/Domestic Case File

Case No. 1844-CV-0015

No. 44-CV-15

Union Common Pleas Court.

Oliver C Kennedy
Plaintiff,

AGAINST

Wm Walker
Defendant.

OCT 1844

Judg vs Defendt

Journal C3 Page 249

Record No. 4 Page 303

Ex. Doc. Page

Union Com. Pleas

Alex C. Kennedy

v.

William Walker

Pr.

Filed June 24. 1844
John Cassil Clerk

Issued June 24, 1844
John Cassil Clerk

Copied

Olive P. Kennedy
vs
William Walker

Union Common Pleas
In Assumpsit.
Damages $250.00

In this case the clerk will issue Summons for defts. returnable at next Term, endorsed "Suit brot on note of hand given by defts. to plffs. for $175.00 with interest at 8 per centum, dated June 6th 1842, due at its date — which, amt. of principal & interest due & unpaid.

John M. Young
Atty. for Plffs.

June 24, 1844.

Union Com Pleas

O. C. Kennady

vs

William Walker

$175-00

Damages 250,00

Serv	35
Mile	35
Copy	15
	.85

Filed June 27, 1844

John Cassil. Clerk

Recorded

Copied

"Suit brot on Note of hand given by defdt to Plff for"
"$175.00 with interest at 8 per centum, date June 6th"
"1842, and at its date which amt of principal & interest"
"are unpaid."
"June 24, 1844"
"John H Morris atty for Plff"

Recorded by Certified Copy on Practice
June 27. 1844.

W. Steele Prop

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 Oliver C. Kennedy

in a plea of Assumpsit Damages $250,00 ——— Dollars

And have you then there this writ.

John Cassil

WITNESS, [redacted], Clerk

of said Court, at the Court-House aforesaid, this

25th day of June A. D. 1844

John Cassil CLERK.

Union Com. Pleas

Olivia C. Kennedy

vs

William Walker

Ntr.

Filed July 4 1844

John Cassil Clerk

1844

Cost bill made

Recorded in Vol 4

Com Pleas Record Page

303 & 4. John Cassil Clerk

(copies)

J. M. N. Young

Union ~~Madison~~ County Court of Common Pleas
of the Term of July A. D. 1844.

The State of Ohio
Union County } ss.

Oliver C. Kennedy Complainer of
William Walker in a Plea of Assumpsit &c. for
that whereas the said William Walker on the
sixth day of June in the year eighteen hundred
and forty two at ~~Champaign~~ Union County aforesaid made
his promissory note in writing and delivered the
same to the said Oliver C. Kennedy and thereby
then and there promised to pay to the said Oliver
C. Kennedy or order one hundred and seventy five
dollars at the date thereof with ~~interest~~ thereon at
the rate of eight per centum per annum from said date,
which period has now elapsed: Yet the said William
Walker has not paid the said sum of money nor any
part thereof to the said Oliver C. Kennedy, to the
damage of the said plaintiff two hundred and fifty dollars

John M. Young
Atty. for Plff.

Ex Doc. No 2. Page 145

O. C. Kennady

v

Wm Walker

Damages $199.33
Costs 4.14
Writ .41

Service — $2.50
Mileage — .25
2.60

Wm M Robinson
Sheriff

Filed Aug 16. 1845
John Carroll Clk

Received this writ June 18th 1845
Returned by order of Plaintiff's Attorney August 5th 1845

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on the 2nd day of October A. D. 1844 O. B. Kennady

recovered against Wm Walke

as well the sum of One hundred Ninety Nine dollars and Thirty Three cents, for his damages, as the sum of $4.14 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 2nd day of October A. D. 1844 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 O. B Kennady

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.

U. C. Kennedy

v

Wm Walker

Pre.

Oliver C. Kennedy
William Ulke
} Ulcers Com. &c.,

May 28, 1845

Let Execution issue.
Wm. N. Mumy
Atty.

Civil/Domestic Case File

Case No. 1844-CV-0016

No. 44-CV-16

Union Common Pleas Court.

Mary Thornton
Plaintiff,

AGAINST ,

D W Cunningham
Defendant.

MAY TERM. 1845

JUD'G VS PLAINT'F

Journal 3 *Page* 281

Record No. No Record *Page*

Ex. Doc. *Page*

In Union Com Pleas

Mary Thornton
vs
David W Cunningham

Praecipi

Filed June 29. 1844
John Cassil Clerk

Issued June 29 1844
John Cassil Clerk

B W Allison
Copied

Mary Thornton
vs
David W Cunningham

In assumpsit
Damages $2000.

Issue a summons returnable at the next Term. Endorse "Suit brot for the breach of a Marriage promise made by the defendant on or about the 25th day of October A.D. 1843. to the plaintiff, at the County of Union. Mutual promises having been made at that time by the parties and mutually agreed to. the marriage to take place in the month of April A.D. 1844 &c also on promise to Marry generally &c."

To the Clerk of Union Com Pleas
June 29th 1844

C W Allison Atty
for Plff

Union Com Pleas

Mary Thornton

v

David H Cunningham

Served by Certified
Copy July 3d 1844
W. W. Steele Shff

Serv	.75
Mile	1.35
Copy	.15
	1.85

Filed July 3d 1844
John Cassil Clerk
Cost bill made

Copied

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon David H. Cunningham

Forthwith ~~on the first day of our next term~~, to appear 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 Mary Thornton

in a plea of Assumpsit Damages Two Thousand Dollars

And have you then there this writ.

John Cassil

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this 29th day of June A. D. 1844

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1844-CV-0017

No. 44-CV-17

Union Common Pleas Court.

Isaac A Moore
Plaintiff,

AGAINST

Elizabeth Parthimore
Defendant.

MAY TERM. 1845

JUDG VS PLAINTF

Journal 3 Page 296

Record No. No Record. Page

Ex. Doc. Page

Union Com Pleas

Isaac A Morse

vs

Elizabeth Parthemore

Transcript

Cost bill made

Filed July 2d 1844

John Gassil Clerk

Copied

Isaac A Morse } Suit brought. Action of
vs } Trover Damage Five Dollars.
Elizabeth Parthamore

Judgement	$ 1,00
Costs	
Summons	$ .12½
Subpoena	.32½
Const Cost	1,35
Sat.	10
Costs of adjournment	,10
Witness fees	2,00
Judgement	,25
Swearing Witness	28
Witness fees	3,00
	$ 8,53
Transcript	,31¼

(S. Reed's fees not exacted)

Summons issued for the appearance of Defendant on the 13th day of April 1844 at 2 O'Clock P M, Summons handed to S. Dee Constable April 8th 1844, which was returned April 9th 1844, endosed. Served by reading to the Defendant Elizabeth Parthamore April 9th 1844, fees ,30 cents. — S Dee Const. April 13th 1844, 2 O'clock P. M, Plantiff appeared, and Samuel Kerr, appeared as agent for the Defendant; and thereupon, on application of Defendant, cause was adjourned, for trial on the 29th day of April 1844, 10 O'Clock A. M, at the cost of Defendant, which cost is hereintaxed at two Dollars and ten cents; Witnesses in attendance which claim their fees: Joseph Morse, Esther Morse, Nancy Parthamore, and Sally Morse; April 29th 1844, 10 O'Clock A.M, parties present, Trial had Joseph Morse, Esther Morse, Sally Morse, Jacob Parthmore, Nancy Parthamore, Elizabeth Jenkins, and Samuel Reed 4th Sworn and Examined as Witnesses It is thereupon considered by me the plantiff recover of the Defendant the Sum of one Dollar, and cost herein taxed at five Dollars and forty three Cents, together with the above named costs, amounting to the sum of Seven Dollars and Fifty three Cents. In the action of Isaac A. Morse against Elizabeth Parthamore I Elijah Hobert, do 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 to pay the condemnation money, and costs

that have accrued, or may accrue in the Court of Common pleas. Elijah Harbert

Taken, Signed and acknowledged, on this 7th day of May in the year 1844, before me,

Elias Topliff J.P.

The State of Ohio Union County Union Township S.S.
I do hereby certify that the foregoing is a full and true copy from my Docket of the proceedings had by and before me in the above named Cause

Given under my hand and Seal this 28th day of June 1844.

Elias Topliff J.P. L.S.
of the aforesaid Township.

Union Com Pleas

Isaac A Morse
vs } Declaration
in Trover
Elizabeth Parthemor

Filed May 15 1845
John Caffee Clk

30

By P B Cake Atty

2) 135
67
2
134

100
68
32

State of Ohio Union County ss

Isaac A Morse
vs
Elizabeth Parthemor

Union Common Pleas
October Term A D 1844

Isaac A Morse Complains of Elizabeth Parthemor in a plea of Trover for that whereas the said Isaac A Morse on the 26th day of October A D 1840 at the County of Union, was lawfully possessed of certain Cattle, meaners Spools, meaners Reed goods & Chattels (to wit) fourteen Spools, (Commonly Called meaners Spools,) one Reed (Commonly Called a meaners Reed) of the value of five dollars and being so possessed the said Isaac A Morse afterwards on the same day lost the same and the same afterwards on the same day Came into the possession of the defendant by finding yet the said Elizabeth Parthemor though she well knew the same to belong the said Isaac A Morse, yet intending to injure and defraud him thereof refused to deliver the same to the said Isaac A Morse though thereunto requested, but afterwards on the same day Converted the same to her use of the said Elizabeth Parthemor to the damage of the said Isaac A Morse five dollars and thereupon he sues &c

By J B Veale his Attorney

Union Com Pleas

Isaac A Morse

vs

Elizabeth Parthemore

Bill of Particulars

Filed July 2 1844
John Council Clerk

Morse Pittsford

Copies

Isaac A. Morse
vs
Elizabeth Fatharner } In trover damages five dollars

This suit is brought to recover of deft five dollars damages on account of fourteen weavers shoots and one weavers reed said property was bought on the or about the 26 October 1846 at the sale of Jacob Fatharner administrator of John Fatharner dec and said deft has and does unlawfully take and hold the aforementioned property to the damage of said plaintiff to the amount of five dollars

Union county April 10th 1849

Civil/Domestic Case File

Case No. 1844-CV-0018

No. 44-CV-18

Union Common Pleas Court.

James Hoge Plaintiff,

AGAINST

Israel Wolf Defendant.

JUL TERM. 1846

Judgment VS Plaintiff

Journal 3 Page 411

Record No. Record. Page

Ex. Doc. Page

Action on Bond

J. Hays for &c

vs

Israel Wolf

Precipe for Summ.

Filed July 3d 1844
John Copsicklk

Copied

James Hoge for the use of J. P. Hoge } In Assumpsit
vs
Israel Wolff } Damages $700

Issued summons returnable forthwith Damages $400. Endorse suit brought on Note of hand given by Defdt to Plantff for twenty nine dollars and fifty cents on the 1st Nov 1837 twenty nine dollars Nov 1st 1838 and twenty nine dollars Nov 1st 1839 with interest upon the 4th of April 1840, also for money had and received, and other common counts.

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

July 24 1844

Miller Rairdon & Hoge
for Pltff

Theron Pour[illegible]

James Hoge for the
use of Thos. P. Hoge

vs

~~[illegible]~~
Fred Wolff

=

Narr

Filed July 4th 1844
John Cassin Clerk

N. Y. P. & H. Copied

THE STATE OF OHIO, } *The Court of Common Pleas,* July *Term, A. D.* 184 4.
FRANKLIN COUNTY, ss. }

James Hoge Plaintiff in this suit complain of

Israel Wolff Defendant in this suit, in a plea of ASSUMPSIT:—

For that whereas the said Defendant on the 25th of Oct. A.D. 1836 ~~day of~~ ~~A. D. 184~~ in Columbus, Franklin County made his promissory note in writing, and delivered the same to the said James Hoge and thereby promised to pay said James Hoge, for the use of J. P. Hoge twenty nine dollars and fifty cents on the 1st of Nov 1837 — twenty nine dollars ~~fifty cents~~ on the 1st of Nov 1838 — and twenty nine dollars & 89 cts 1st 1839 with interest from the 4th of April 1836,

which period has now elapsed.

And the Defendant then and there, in consideration of the premises, promised to pay the amount of the said note to the Plaintiff according to the tenor and effect thereof

And also for that whereas the said Defendant on the 1st day of July A. D. 1841 in the county aforesaid was indebted to the Plaintiff in the sum of $150.11 ~~dollars~~ for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendant at his request; also in the further sum of $150.11 ~~dollars~~ for work and labor then and there done and materials for the same provided by the Plaintiff for the Defendant at his request; also in the further sum of $150.11 ~~Dollars~~ for so much money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendant at his request; also in the further sum of $150.11 ~~dollars~~ for so much money then and there had and received by the Defendant for the use of the Plaintiff; and also in the further sum of $150.11 ~~dollars,~~ found to be due from the Defendant to the Plaintiff on an account then and there stated between them. And the said Defendant in consideration of the premises respectively, afterwards, on the day and year last aforesaid, at the county aforesaid, promised the Plaintiff to pay to Plaintiff the said several sums of money on request; yet the said Defendant (although often requested so to do,) has not paid the said several sums of money nor either of them, nor any part thereof; to the damage of the said Plaintiff 400 dollars, and therefore he brings suit &c.

By

Wilcox, Renfrew & Hoge
his Attys

Union County Texas

James Hays for & c

vs

Israel Wolff

Served by Certified
Copy July 3d 1844.
W. W. Steele Sheff

Sum — 35
Mile — — 60
Copy 15
1.10

Filed July 3d 1844
John Cassil Clerk

Copied

Unit County to wit. Be it remembered that on the 1st day of July A.D. 1839 there issued out of the District Court of said County a writ of Attachment in favour of James Hays against the property of Israel Wolff returnable to the next term of said Court which writ was levied on the following property to wit One Negro man named Tom, one Negro man named Dick, one Negro man named Ben, one Negro woman named Sarah and her children Sarah Ann, Mary Jane and Martha, one Negro girl named Nancy, one Negro boy named Jim, one Negro boy named Bill, one Negro boy named Jack, one Negro boy named Ned, one Negro boy named Lewis, one Negro boy named Wesley, one Negro boy named Alfred, one Negro boy named Henry, one Negro boy named Isaac, one Negro boy named Peter, one Negro boy named Sam, one Negro boy named Moses, one Negro boy named Abram, one Negro boy named Daniel, one Negro boy named Jacob, one Negro boy named Solomon, one Negro boy named Aaron, one Negro boy named Joseph, one Negro boy named Samuel, one Negro boy named David, one Negro boy named Benjamin, one Negro boy named Isaiah, one Negro boy named Jeremiah, one Negro boy named Ezekiel, one Negro boy named Daniel, one Negro boy named Hosea, one Negro boy named Joel, one Negro boy named Amos, one Negro boy named Obadiah, one Negro boy named Jonah, one Negro boy named Micah, one Negro boy named Nahum, one Negro boy named Habakkuk, one Negro boy named Zephaniah, one Negro boy named Haggai, one Negro boy named Zechariah, one Negro boy named Malachi, one Negro boy named Matthew, one Negro boy named Mark, one Negro boy named Luke, one Negro boy named John, one Negro boy named Peter, one Negro boy named James, one Negro boy named Jude, one Negro boy named Simon, one Negro boy named Thaddeus, one Negro boy named Matthias, one Negro boy named Barnabas, one Negro boy named Silas, one Negro boy named Timothy, one Negro boy named Titus, one Negro boy named Philemon, one Negro boy named Onesimus, one Negro boy named Epaphras, one Negro boy named Aristarchus, one Negro boy named Demas, one Negro boy named Lucas, one Negro boy named Marcus, one Negro boy named Aristobulus, one Negro boy named Herodion, one Negro boy named Rufus, one Negro boy named Asyncritus, one Negro boy named Phlegon, one Negro boy named Hermes, one Negro boy named Patrobas, one Negro boy named Hermas, one Negro boy named Linus, one Negro boy named Cletus, one Negro boy named Julius, one Negro boy named Antipas, one Negro boy named Agabus, one Negro boy named Rufus, one Negro boy named Asyncritus, one Negro boy named Phlegon, one Negro boy named Hermes, one Negro boy named Patrobas, one Negro boy named Hermas, one Negro boy named Linus, one Negro boy named Cletus, one Negro boy named Julius, one Negro boy named Antipas, one Negro boy named Agabus

William Reinhardt D Sheff
by Hall

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Israel Wolff

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 James Hoge for the use of T. P. Hoge

in a plea of Assumpsit Damages four 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 3d day of July A. D. 1844

John Capsil CLERK.

16
6
96
100
06

197
51
248

6
6
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80
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47
197
206
409
51
457
16
470

Civil/Domestic Case File

Case No. 1844-CV-0019

No. 44-cv-19

Union Common Pleas Court.

Pease & Allen

Plaintiff,

AGAINST

H. Beal et al

Defendant.

MAY TERM, 1845

JUDGMENT VS DEFENDANT

Settled

Journal 3 Page 281

Record No. No Record Page

Ex. Doc. Page

Union Com Pleas

Pease & Allen

vs

Bent & Mutz

Pos & Affa

Cost bill mar

Filed August 3. 1844

John Cassil Clerk

Copied

Shelden Pease and
Wm H Allen partners
in trade under
the name of
Pease & Allen
vs
Houston Beal and
Aaron Meek part
ners in trade under
the name of Beal & Meek

Union County Court of
Common Pleas
In assumpsit
Damages 3.000 $

Issue a capias returnable
as ordered
on the first day of Next term
endorse suit brot for
goods Sold and delivered
Money had and received by
the defts for the use of Plffs
also for money lent on
an account Stated &c Bail in the Sum of 2500 $.

By Wm C. Lawrence
Their Atty

The State of Ohio }
Union County ss }

Personally before me the Clerk
of Said Court Smith B Allen
the authorized agent of the above Plaintiffs who
being duly Sworn according to law deposes and says that
there is a debt and demand due to the plaintiffs from
the defendants for money had in advance for wheat
to be delivered by the defendants which they refuse to
do to about the Sum of Twenty two or twenty three
hundred dollars and that they fraudulently contracted
the debt and demand for which this suit is instituted
And further Saith not

Smith B. Allen

Sworn to and Subscribed before me this 8th day
of August 1844.

Jesse Cassil Clerk

Filed Aug 8 1844
Wm Evans Sh

Union Common Pleas

Pease & Allen
v
Beal & Week
Capias Ad Respondendum

Served by arresting H. Beal.
Aug 9. 1844. Committed him to
prison for want of sufficient
Bail — Aug 15th 1844. held to
bail in the sum of 2500 $ with
Isaac Beal & John Johnson
his securities. W W Steele Shff

Serv	75
Mile	05
Bond	50
Committing	50
Board	2.25
	$3.65

Filed August 16th 1844
John Cassil Clerk

A true copy of the original writ
and endorsements thereon
Files as above
Attest John Cassil Clerk

I hereby acknowledge myself responsible for all costs that may accrue in the within case either in the County Common Pleas, or the Supreme Court
August 8. 1844
A. C. Denning

Levit but for goods sold and delivered
Bonney had and received by the B 400 for the
use of Pease & Allen money lent and an account
stated 400 Bail in the sum of $2500
By Wm Denning
Their atty

The State of Ohio Union County ss.

To the Sheriff of said County Greeting

We command you to take Houston Beal and Aaron Mute if they may be found in your Bailiwick and them safely keep, so that you have their bodies before our Court of Common Pleas of the County aforesaid, at the Court House in said County on the first day of their next Term, to answer unto Sheldon Peace and Wm F. Allen partners in trade under the name of Peace & Allen in a plea of assumpsit, Damages Three thousand dollars and have you then there this writ

Witness John Cassil Clerk of our said Court This 8th day of August A.D. 1844

John Cassil, Clerk

Filed August
29th 1834
John Caperi
Clerk

Copied

Sheldon Pease &
Wm F. Allen Jr.
partners in trade
under the name &
firm of
Pease & Allen
vs
Houston Beal
Asa Mack
partners in trade
under the firm of
Beal & Mack

Suit pending in the
Court of Common Pleas
Huron County. Ohio

The Clerk of the Court
of Said County will
dismiss the action pending
in the above case
by defendants paying
Costs.

August 24th 1844.

Pease & Allen
Pa

Civil/Domestic Case File

Case No. 1844-CV-0020

No. 44-CV-20

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Richard Wallace, Defendant.

MAY TERM. 1845

DECREE FOR PLAINTF

Journal 3 Page 276

Record No. 4 Page 354

Ex. Doc. 1 Page 379

Served this writ by leaving a certified Copy at house of R. Wallace, & reading & explaining the Same to his Daughter, over the age of 14. years - Richard Wallace being confined by Sickness & not able to attend to business. - July 30th 1844

W. W. Steele Sheff Mad Co

Dan'l Linn Sh

Richard Roe -

Richard Wallace
Tenant.

Recorded

Service 35
Mile 55
Copy 56
136

Filed September 12. 1844
Wm. Lattimore Clerk
Fees $.56 cent

W. Richard Wallace -

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 Miami and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 9th day of July A. D. 1844

RICHARD ROE.

The State of Ohio, Union county, ss.

Court of Common Pleas, ~~October~~ July Term, A. D. 1844

John Doe complains of Richard Roe, for that Lynn Starling on the first day of January in the year of our Lord one thousand eight hundred and forty-four at Union county aforesaid, had demised to the said John the following lands and tenements, to wit: a tract of land bounded and described as follows - Beginning at a bur oak, blue ash and sugar tree on Darby Creek, thence South 53° East 250 poles to a sugar tree, dogwood and small red oak, thence South 54° East ~~eighty~~ seventy poles to two sugar trees thence South 53° West 283 poles to three elms, a hackberry and two buckeyes on the creek, thence up the creek with it meander to the Beginning - containing one hundred and ~~thirteen~~ acres - being part of survey No. 2666 q. in the name of Richard Stephenson -

and also five messuages, five cabins, five barns, five stables, five orchards, five out-houses, five yards, five gardens, two hundred acres of arable land, two hundred acres of meadow land, two hundred acres of pasture land, two hundred acres of wood land, two hundred acres of land covered with water, and two hundred acres of other land, with the appurtenances, situate in said county of Union To have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that Lynn Starling on the first day of January in the year of our Lord one thousand eight hundred and forty-four at the county of Union aforesaid, had demised to the said John five other messuages, five cabins, five barns, five stables, five orchards, five out-houses, five yards, five gardens, two hundred acres of arable land, two hundred acres of meadow land, two hundred acres of pasture land, two hundred acres of wood land, two hundred acres of land covered with water, and two hundred acres of other land, with the appurtenances, situate in said county of Union to have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five 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 tenth day of January in the year of our Lord one thousand eight hundred and forty four 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 one hundred dollars. And therefore he sues, &c.

By Wm W. Andrews
his atty.

make appear to our said Court of Common Pleas on the first day of their next term- and have you then there this writ

Witness John Cassil Clerk of our said Court at the Court House this 17th day of Nov. A. D. 1845

John Cassil Clerk

Union Common Pleas 1-374

Lynn Stanley vs Richard Wallace

Ejectment

Costs $4.55 .50 $5.05

Filed April 4th 1846 John Cassil, Clerk

Plaintiff this writ of Ejectment with Notice & Count it being filed the 3rd of April 1846- Made his Affidavit that the amount of the Debt in this case exceeds the sum of $20 dollars- further stating that the Defendant is not a resident of this State

480

The state of Ohio Union County, ss.

To the Sheriff of said County, greeting.

Whereas John Doe, on the 27th day of May A.D. 1845 in our Court of Common Pleas within and for the said County of Union recovered against Richard Wallace his term yet to come, in, five messuages, five cabins, five barns, five stables, five orchards, five out-houses, five yards, five gardens, two hundred acres of arable land, two hundred acres of meadow land, two hundred acres of pasture land, two hundred acres of Wood land, two hundred acres of land covered with water, and two hundred acres of other land, with the appurtenances, situate in said County of Union, to wit; a part of survey No. 2669 in the name of Richard Stephenson. said tract is bounded and described as follows. Beginning at a burr oak, blue ash and sugartree on Darby creek. Thence N. 53° E. 250 poles to 4 sugartree, dogwood and small red oak, thence S. 54° E. 70 poles to two sugar trees, thence S. 53° W. 283 poles to three elms a hackberry & two buckeys on the creek, thence up the creek with its meanders to the beginning, containing one hundred & thirteen acres— which Lyne Starling had demised to the said John Doe for a term not yet expired, and also the sum of $4,55 for his costs in that behalf expended— Therefore we command you, that without delay you cause the said John Doe, to have possession of his term yet to come of and in said tenement aforesaid with the appurtenances; and that you cause to be levied of the goods & chattels and for want thereof, the lands & tenements in your Bailiwick, of the said Richard Wallace the sum of four dollars & fifty five cents the costs aforesaid with interest thereon from the 27th of May 1845 and in what manner you shall have executed this writ

Civil/Domestic Case File

Case No. 1844-CV-0021

No. 44-CV-21

Union Common Pleas Court.

Lyne Starling, Plaintiff,

AGAINST

John Fiske Defendant.

MAY TERM 1845

DECREE FOR PLAINTF

Journal 3 Page 276

Record No. 4 Page 349

Ex. Doc. Page

Served by reading & explaining this writ to a Daughter of J Fish over the age of 14 years & leaving a Certified Copy at his residence July 31. 1844.

W. W. Steele Shff 11 Co

Dan'l Cline
for Martin

v

Richard Roe.

John Fish. Ejectment

C. Recorded

Declaration

Court House 75
Law 50
Mile 62½
Copy 1.47½

Filed October 12. 1844
Wm. Lessig Clerk

MR. John Fish.

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 ——— and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 9th day of July A. D. 1844.

RICHARD ROE.

The State of Ohio, Union county, ss.

Court of Common Pleas, July Term, A. D. 1844

John Doe complains of Richard Roe, for that Lyon Hunting on the first day of January in the year of our Lord one thousand eight hundred and forty-four at Union county aforesaid, had demised to the said John the following lands and tenements, to wit: Part of Survey No. Two Thousand nine hundred and eighty one (2981) in the name of Andrew Forbes. Beginning at two hickories and an elm corner to land sold Jarvis Dick, thence South 37° East 233 poles to two lynns & a sugar tree thence South 53° East 169 poles to two lynns and a sugar tree, thence South 37½ East 236 poles to an elm and walnut, thence South 52° West 169 poles with the original South line of said survey to the Beginning - containing 247½ acres of land be the same more or less -

and also two messuages, two cabins, two barns, two stables, two orchards, two out-houses, two yards, two gardens, five hundred acres of arable land, five hundred acres of meadow land, five hundred acres of 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 first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that Lyon Hunting on the first day of January in the year of our Lord one thousand eight hundred and forty-four at the county of Union aforesaid, had demised to the said John five other messuages, five cabins, five barns, five stables, five orchards, five out-houses, five yards, five 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 first day of January in the year aforesaid, for and during the term of five 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 tenth day of January in the year of our Lord one thousand eight hundred and forty four 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 one hundred dollars. And therefore he sues, &c.

By John W. Andrews
His Atty.

Civil/Domestic Case File

Case No. 1844-CV-0022

I ~~have~~ Served this writ by reading the letter and explaining the declaration, & leaving a certified copy thereof with the wife of James Bryan Sept. 10th 1844. James Bryan not being at found a the premises.

W. W. Steele Sheriff. M.C.O.

Doe ex dem
Lyman Stanley
v
Richard Roe.

James Bryan. Tenant

Recorded
Declaration

Sevr 35
Mile 35
Copy 56
1.26

Filed Septr 10 1844
John Carroll Clerk
Court Com Pleas

$1.56

MR. James Bryan

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.

Dated this 9th day of July A. D. 1844.

RICHARD ROE.

The State of Ohio, Union county, ss.

Court of Common Pleas, July Term, A. D. 1844

John Doe complains of Richard Roe, for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and forty-four at Union county aforesaid, had demised to the said John the following lands and tenements, to wit: a part of John Knight survey in the Virginia Military District Number 3881 being that part of said survey now in the possession and occupancy of James Bryan

and also five messuages, five cabins, five barns, five stables, five orchards, five out-houses, five yards, five 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 first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and forty-four at the county of Union aforesaid, had demised to the said John five other messuages, five cabins, five barns, five stables, five orchards, five out-houses, five yards, five 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 first day of January in the year aforesaid, for and during the term of five 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 tenth day of January in the year of our Lord one thousand eight hundred and forty four 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 hundred dollars. And therefore he sues, &c.

By John W Andrews.
His Atty.

Union Common Pleas
389

Lyman Stanley
vs
James Bryan

Ejectment

Costs	$ 4,48
Writ	1,50
	$ 5,98
Privilege	$00-50
Service	01-00
Bond	00-50
	$2,10

Wm McRobinson
Sheriff

Filed March 26. 1846
John Caird C.C.C.

Recived this writ Nov 14th A.D 1845– March the 6th 1846 I went to the within described premises. the defendant was not in possession of said premises— but was found within the County– I Levied March 6 1846 on one Brown Mare to satisfy the Costs of said Ejectment, took Bond for re delivery of said Mare, and left the same in possession of the defendant recived March 20th 1846 $7-00 in full of the within Costs Wm McRobinson sheriff

The State of Ohio Union County, ss.
To the Sheriff of said County, Greeting.

Whereas John Doe, on the 27th day of May A.D. 1845 in our Court of Common Pleas within and for the said County of Union recovered against James Bryan his term yet to come in five messuages, five Cabins, five barns five stables five Orchards, five out-houses, five yards, five 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 wit; a part of John Knights survey in the Virginia Military District Number 3881 being that part of said survey now in the possession and occupancy of James Bryan, situate in your Bailiwick, which Lyne Starling had demised to the said John Doe, for a term not yet expired; and also the sum of four dollars & forty eight cents for his cost in that behalf expended: Therefore we command you, that without delay you cause the said ~~[illegible]~~ John Doe, to have possession of his said term yet to come of and in the tenements ~~[illegible]~~ aforesaid with the appurtenances; and we also command you that without delay you cause to be levied of the goods & chattles, in your bailiwick and for want ~~[illegible]~~ of goods & chattel, of the lands & tenements in your bailiwick, of the said James Bryan the sum of four dollars & forty eight cents the costs aforesaid with interest thereon from the 27th day of May 1845 and in what manner you shall have executed this writ make appear to our said Court of Common Pleas on the first day

Civil/Domestic Case File

Case No. 1844-CV-0023

No. 44-CV-23

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

David Varney Defendant.

MAY TERM. 1845

DECREE FOR PLAINTF

Journal 3 Page 277

Record No. 4 Page 355

Ex. Doc. Page

Served by explaining the nature of this writ & reading the letter to D. Vanmeter's son over the age of 14 years and leaving a Certified Copy at D Vanmeter's residence July 31 1844

R. M. Steele Shff

Doe on dem of L. Starling

v.

Richard Roe

Recorded

David Vanmeter Tenant

C.

Declaration

Lease 35
Mile 40
Copy 68
1.43

Filed Sept 12 1844
Wilson Sutton Clerk
Logan County Ohio
by A. McClintock D.C.

Mr. David Vanmeter

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 Logan and State of Ohio, and make yourself defendant in my stead, otherwise judgment will be entered against me by default, and you will be turned out of possession.

Dated this 9th day of July A. D. 1844

RICHARD ROE.

The State of Ohio, Unive county, ss.

Court of Common Pleas, ~~October~~ July Term, A. D. 1844

John Doe complains of Richard Roe, for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and forty-four at Unive county aforesaid, had demised to the said John the following lands and tenements, to wit: Part of Survey Number Two Thousand nine hundred and eighty (2980) in the Virginia Military District in the name of Wm. M. Segrey, bounded as follows. Beginning at a sugar tree & elm bounds corner on the west bank of Buck run to a stake set to Solomon Carpenter, thence South 52° West with said Carpenters lower line, two hundred and ten poles to two sugar trees said Carpenters lower back corner, thence South 54° East seventy poles to a beech & iron wood, thence North 52° East two hundred and thirty poles to said Buck run to a buckeye, thence up the run to the meander thereof and binding thereon at low water mark to the beginning. Containing eighty six acres - it being lot No 3 (three) as known in a subdivision of said survey No 2980 -

and also Ten messuages, Ten cabins, Ten barns, Ten stables, Ten orchards, Ten out-houses, Ten yards, Ten gardens, one hundred acres of arable land, one hundred acres of meadow land, one hundred acres of pasture land, one hundred acres of wood land, one hundred acres of land covered with water, and one hundred acres of other land, with the appurtenances, situate in said county of Unive - To have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five years, thence next ensuing: And also for that Lyne Starling on the first day of January in the year of our Lord one thousand eight hundred and forty-four at the county of Unive aforesaid, had demised to the said John five other messuages, five cabins, five barns, five stables, five orchards, five out-houses, five yards, five gardens, four hundred acres of arable land, four hundred acres of meadow land, four hundred acres of pasture land, four hundred acres of wood land, four hundred acres of land covered with water, and four hundred acres of other land, with the appurtenances, situate in said county of Unive to have and to hold the same to the said John, from the first day of January in the year aforesaid, for and during the term of five 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 tenth day of January in the year of our Lord one thousand eight hundred and forty four 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 one hundred dollars. And therefore he sues, &c.

By John W. Archer
His atty -

Vannoy the sum of four dollars & fifty nine cents the costs aforesaid with interest thereon from the 21st day of May A. D. 1945 and in what manner you shall have executed this writ make appear to our said Court of Common Pleas, on the first day of their next term and then there this writ

Witness John Cassil, Clerk of our said Court, at the Court House this 15th day of Nov. A. D. 1945

John Cassil, Clerk

Union Common Pleas
1-402

Lyn Starling
vs
David Vannoy

Ejectment

Costs	$4,59
Writ	50
	$5,09
Service —	$1-00
Milege —	35
Poundage —	12½
	$1,47½

Wm W Robinson
Sheriff

Filed April 15th 1946
John Cassil Clerk

Received This writ Nov 15th 1945 — Levied March 3rd 1946 on one mare Received March 9 1945 on the within writ $6-00
Received April 27 1946 on this writ — — — 1-91
in full of this & costs in this case — — $7,94
The within Levy released pursuant to possession of Jesse Fleming agent for Plaintiff

Wm W Robinson Sheriff

The State of Ohio Union County, ss.

To the Sheriff of said County, Greeting.

Whereas John Doe, on the 27th day of May A.D. 1845 in our Court of Common Pleas within and for the said County of Union, recovered against David Vannoy, his term yet to come, in ten messuages ten cabins, ten barns, ten stables ten Orchards, ten out houses, ten yards, ten gardens, one hundred acres of arable land, one hundred acres of meadow land, one hundred acres of pasture land, one hundred acres of wood land, one hundred acres of land covered with water, and one hundred acres of other land, with the appurtenances, situate in said County of Union to wit; Part of survey Number 2980 in the Virginia Military District in the name of John M. Gregory, bounded as follows, begining at a sugar tree & elm lower corner on the west bank of Buck-run to a tract sold to Solomon Carpenter, thence south 52° west with said Carpenter's lower line, two hundred & ten poles to two sugartrees said Carpenter lower back corner, thence south 54° East, seventy poles to a beech & ironwood, thence N. 52° E 230 poles to said Buck-run, to a Buckeye, thence up the run to the meanders thereof and binding thereon at low watermark to the begining, containing eighty six acres - it being lot No. 3 as known in a subdivision of said survey No. 2980 which Lyne Starling had demised to the said John Doe, for a term not yet expired, and also the sum of $4,59 for his cost in that behalf expended - Therefore we command you, that without delay you cause the said John Doe, to have possession of his said term yet to come of and in the tenements aforesaid with the appurtenances; and that you cause to be levied of the goods & chattels, and for want thereof the lands & tenements in your Bailiwick, of the said David

Civil/Domestic Case File

Case No. 1844-CV-0024

Civil/Domestic Case File

Case No. 1844-CV-0025

No. 44-CV-25

Union Common Pleas Court.

Holmes, Sturgeon & Co
Plaintiff,

AGAINST

Wm H Woods et al
Defendant.

AUG TERM. 1845

JUDGMENT VS DEFENDANT
for- $ 371 25

Recorded &
Indexed.

Journal 3 Page 328

Record No. 4 Page 423

Ex. Doc. 1 Page 38

In Session Com Pleas

Holmes Sturgeon & Co
vs
W. W. Woods & al
John A Sutton

Filed Oct 1st 1844
John Cassidy Clerk

Issued Oct 1st 1844
John Cassidy Clerk

Cost bill made

Recorded

Edward C Holmes
Richard Sturgeon &
Mathew Wilson, of the
Firm of Holmes Sturgeon & Co } In assumpsit Dams $400.00
vs
William W Woods &
John L Fulton

Issue a summons returnable
forthwith. Endorse suit brought on note of hand
given by Defendants to Plaintiffs for three hundred
dollars dated September 1st A D 1841.,
also for goods sold and delivered by the
Plaintiffs to Defendants in value $400.00

To the Clerk of the Court of Com Pleas
October 1 1844

Rogers & Burnett attys
for Plaintiffs

Writ brought on note of Edmund Irvin &
Defendants to Oct Term 1844 for Three Hundred
Dollars debt & Two Dollars for Damages
Writ for Costs Sold and delivered by the
Plaintiffs to Defendants in Debt $302.00 &
Copies & Summons
for Plaintiffs

Union Com Pleas

Holmes Sturgeon & Co
vs
Jeff Woods &
Stephen S. Fulton

Served by certified
Copies Oct 1. 1844
W. W. Steele Shff

Sec	55
Mile	15
Copies	30
	1.00

Filed Oct 1st 1844
John Cassil Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon William H. Woods and Solus Fulton

to appear

~~on the first day of our next term~~ for the first day of the 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 Edward S. Holmes Richard Sturgeon & Matthew Wilson of the Firm of Holmes, Sturgeon & Co

in a plea of Assumpsit Damages Four 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 first day of October A. D. 184 1

John Cassil CLERK.

Holmes Sturgeon &c
&
Woods & Sutton
Declaration

Filed May 31st 1845
John Caskie, Clerk

Recorded

Rogers & Burton
Attorneys

State of Ohio Court of Common Pleas of
the term of October 1844 for
Union County, to wit

Edward C Holmes, Richard Sturgeon and
Mathew Wilson partners in the name of Holmes
Sturgeon & Co complain of Williams W Woods
and John S Fulton in a plea of assump
sit for that whereas heretofore to wit on
the 1st day of September 1841 at said Coun
ty the said Defendants made their cer
tain promissory note in writing of that
date and then and there delivered the
same to said Plaintiffs and thereby
jointly and severally promised to
pay to the order of the Plaintiffs three
hundred dollars with interest from
date three years after date in which pe
riod has now elapsed
And for that the defendants were then
and there indebted to the plaintiffs in
the further sum of $300.00 for money
had and received by the defendants
to and for the use of the plaintiffs
and then and there in consideration
of the premises promised to pay to the
plaintiffs the same last aforesaid on
demand — Yet though often request
ed they have not paid the said several sums
of money nor either of them nor any part of
the same to the damage of the plaintiffs
$400.00 and therefore they sue &c

Reuben L Burnett
their Attorney

Wm W. Woodall
John S. Fulton
to
Edmund Sturgeon &c
Note

300.00
Int 67.40
367.40

$300.00

Three years after date I promise to pay to the order of Edward C. Holmes Richard Sturgeon and Matthew Wilson partners in the Name of Holmes Sturgeon & Co three hundred dollars with interest from date
Sept. 1 1841

W.W. Woods
John S. Sprotton Security

I have examined the Records of deeds for this County and find that Lewis S. Fulton has a deed on record for One hundred and eighty eight acres of valuable Land, situate one Mile from Marysville, on the State Road leading to Milford. I believe he holds it without incumbrance, except from 20 to 30 acres which he has conveyed to Stephen Wright. If I am not deceived as to the Circumstances of Mr Fulton he is amply responsible for $300.

Alwan Davis

Marysville Oct 13 41

Mr Rogers Papers has been Ready for you from the date nothing But from the want of time has Prevented their being delivered I hope you will excuse them Respectfully
W.W. Woods

Ex. Docket No. 2 Page 179

Halcomb Stinson & Co.
vs
Lands & Tenements

Damages	$	311,25
Costs		4 68
		41

Issuing	$1-00
Copy of appmt & Seizy	75
Mileage	75
Service	3 75
Advertising	2 00
Printers fee	5 00

Ab Thomas's fees $1-50

Wm. M. Robinson
Sheriff

Filed April 13. 1846
Jol Cowie Clk

Received this writ January 30th 1846
Levied March the 6th 1846. on the following described Real Estate Part of Survey No 6420 - and part of Lot No 62 as numbered in a division of said Survey, and the part hereby conveyed is Bounded as follows, Beginning at a Stake in the Line that divides Lot No 1 & 2. 55 poles & one ninth of a pole S 80° W from the South East Corner of Lot No 2 which is a corner of 25 acres sold to Obed Halcomb, running from thence with Halcombs Line N 9° 45 W 114 poles to a Stake in one of the Lines of the Entire Survey, another Corner of Halcombs Land, from which a Beech bears S. 41½°. E. 7 feet & 4 inches, and a small Maple bears E 9 feet 2 inches thence with the original Line of the survey S 80 W 70 poles & 3 feet to a Stake from which a small Sugartree bears S 73°. E. 7 feet 4 inches & Beech ash bears S 80°. W. 1 pole 3 feet & 8 inches, thence S 9° 45 E 114 poles to a Stake that divides Lot No 1 & 2 - from which Stake a Large Beech bears N 9° 45 W 4 feet, and a small Beech bears S 80° W 4 feet 9 inches. thence with the Line of Lots No 1 & 2. N 80° E 70 poles & 3 feet to the Beginning Containing 50 acres more or Less

advertised the above Real Estate in the Eaglet a paper published & 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 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 - offered the above Real Estate but sold for want of Bidders

Wm. M. Robinson Sheriff

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 19th day of August A. D. 1845. E. C. Holmes, Richard Sturgeon & Mathew Wilson of the firm of Holmes Sturgeon & Co. recovered against Williams W. Woods & John S. Fulton

as well as the sum of Three Hundred & Twenty one dollars and Twenty five cents for their ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 11,68 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 William W. Woods & John S. Fulton you cause to be made the debt, damages and costs aforesaid, with interest thereon from the nineteenth day of August A. D. 1845, 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 31st day of January A. D. 1846.

John Cassil Clerk

Ct Dock Page 380

Thomas Sturgeon & Co
vs
Wm. W. Woods & Jno. I. Fulton

Damages $371.25
Costs 4.68
Fee 12.92
Order of Appraisement - 1.41

Filed April 25, 1848
John Cassel Clk

Recorded

Received this writ October 21, 1847. On Saturday the 23rd day of October 1847 I did in obedience to the within command I did cause the within described real estate of the within named defendants to be appraised by the oaths of Robert McCamant, Robert Gamble and Samuel B. Workman at $6.00 per acre. not advertised for want of Bidders

Fee = Mileage 60
Copies 1.00
Appraisers fee 1.50
Service 35

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of William W. Woods to wit, fifty acres of Survey No 6420. Bounded as follows beginning at a stake in the line that Divides Lots No. 1 & 2 — 35 5/9 poles S 80 W from the South east of lot No 2 which is a Corner of 25 acres sold to Obed Hodd com'th. thence with his line N 9° 45 W. 114 poles to a stake in the line of the Survey thence with the orginal line of the survey S 80 W 70 poles & 3 feet to a stake thence S 9° 45 E 114 poles to a stake thence with the line of lots. No. 1 & 2. S 80 E. 70 poles & 3 feet to the beginning — Once that You have the Same Reappraised,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy Holmes Sturgeon & Co ——— the sum of Three hundred & Seventy One — dollars and Twenty five cents, for their damages, together with $ 4,68 for their costs, with interest thereon from the 19th day of August A. D. 1845 until paid; which late in our said Court the said Holmes Sturgeon & Co recovered against the said W. W. Woods & Jno S Fulton as of record is manifest. Also $ 12,92 — increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Holmes Sturgeon & Co

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 October A. D. 1847.

John Cassil CLERK.

Ex. Docket Page 380

Nahum Runyon &c
vs
M. M. Wade & J. A. Fulton

Damage $ 371.25
Costs 4.68
9.51
41
Issue

Writ Recd Nov 5. 1846
Mar Copies Clerk

Returned

Received this writ November 18th 1846. In obidience to the within command I duly advertised the within described real Estate for sale by publication in the Argus a newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of sale & afterwards, to wit; on the 22nd day of December A. D. 1846 between the legal hours of Ten Oclock A. M. and Four Oclock P. M. in pursuance of said notice proceeded to offer said land for sale at public auction at the door of the Court House in Marysville in said County. No sale for want of bidders

Fees= advertising 25
mileage 5
Service 35
Printers Fee 2.25

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of William W. Woods" to wit, fifty acres of survey No. 6420 Bounded as follows - Bigining at a stake in the line that divides lots Nos 102 — 35 & ½ poles S. 80° W. from the South east of lot No. 2 which is a corner of 25 acres sold to Obid Holcomb - thence with his line N. 9°45" W 114 poles to a stake in the line of the survey - thence with the original line of the survey S. 80 W. 70 poles & 3 feet to a stake thence S 9°45" E 114 poles to a stake, thence with the line of lots No. 102 N. 80° E. 70 poles & 3 feet to the beginning

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy Holmes Sturgeon & Company the sum of Three Hundred & seventy one dollars and twenty five cents, for their damages, together with $ 1,68 for their costs, with interest thereon from the 19th day of August A. D. 1845 until paid; which late in our said Court the said Plaintiff recovered against the said Woods & John S. Fulton as of record is manifest. Also $ 9.51 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Plff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 17th day of Nov. A. D. 1846.

John Cassil CLERK.

18 } Praecipe
for Attachment

Woods & Fulton

Filed Jan 31st 1846
John Capiell Clk

Issued Same day

Holmes Thurgood & Co
vs
W W Woods & John S Fulton

3

Judgement in Union Com Pleas

The Clerk will issue an execution in the above case that the judgement & costs may be made

January 27th 1846

Rogers & Bennett
Attys for Pltff

To John Currie

By [illegible]

Civil/Domestic Case File

Case No. 1844-CV-0026

No. 44-CV-26

Union Common Pleas Court.

Daniel G Stine
Plaintiff,

AGAINST

Frances Grove
Defendant.

SEP TERM. 1848

JUDGMENT VS DEFENDANT

2 87

Journal 4 Page 154

Record No. 5 Page 309

Ex. Doc. Page

Mutual Com Pl

D. G. Stone
vs
F. Grove
&
Transcript.

Filed Oct 1st 1864
John Caspel
Clerk

Copied

[illegible] G. Stone	Sept 9th 1844 summons issued Delivered to
Do	Const Griffin returnable the 13th day of Sept
[illegible]is Groves	1844 at Lacock Pltf. Summons returned endorsed
[illegible] 1825.25	served Sept 9th 1844 by Reading fees 20 cts
fees sum .12½	Sept 11th 1844 Subpoena is issued for Asa Miller Daniel Griffin Const
subp .32½	Smith Brown and David Lockwood on the part
Judg- 25	of Defendant also for Charles Miller Sally Miller
Const on sum .20	Eleanor Miller and Charles Miller Jr and David T
on subp .90	Rea on the part of Plantiff subpoenas served by
Witnesses fee 3.50	Reading Sept 11th 1844 fees 90 cts
Transcript 3¼	H. Danforth Def Const

Sept 13th 1844 subpoena issued for Samuel Long

Sept 13th 1844 Parties attended redy for trial all the witness attended except Smith Brown and Sally Miller and testified David Lockwood fees paid by Defendant after hearing the proofs and alligations of the parties it is judged by the Court that the plantiff recovers the sum of 1825.25 of Defendant Therefore Judgment is rendered against Defendant for the sum of [illegible] Dollars and 25/100 debt and cost taxed at five Dollars and 20/100. The Defendant Demanded an appeal Whereupon entered the following Recognicance

In the action of Daniel G. Stone against Francis Grove & Hadley Tanner acknowlege my self bail for appelant in the sum of Sixty four Dollars to be levied on my goods Chattels Lands and tenement in case the appelant shall be condemned in the action and shall fail to pay the condemnation money and cost that has accrued and my accrue in the Court of Common pleas

Hadley Tanner

Taken and acknowleged and signed on this 20th day of September 1844

David Danforth J P

I hereby certify the above to be a true Copy of my proceedings in the above case Sept 20th 1844

David Danforth J P

Served the within writ by reading to Smith Brown and Charles Miller sen. said Charles Miller sen demanded his fees which were not paid. Samuel Long and Charles Miller Jr not found

Fees— service 25
mileage 50

Philip Snider Sheriff

Union Com. Pleas

Dan. J. Moore
vs
Francis Jean

and. Ja. Pltff. writ

Filed March 14 1845
John Eyster Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Smith Brown, Samuel Long Charles Miller sen. & Charles Miller jr.

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house, in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of Daniel G. Stone *in a certain matter in controversy in said court depending, wherein* Daniel G. Stone *is plaintiff, and* Francis Grove *is defendant: and this* They *shall in no wise omit, under penalty of the law; and have then there this writ.*

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* 20th *day of* April A. D. 1847

John Cassil CLERK.

D. D. Stone
vs
F. Groave

Praecipi
for Writness

Oct Term
1846

Fed Oct 46
John Copie
Clerk

Daniel P Stone } In Union Com Pleas
vs } Issue subpoena for
Francis Grow } Smith Brown, Samuel Long
Charles Miller & and Charles Miller Jr.
to testify on behalf of plaintiff. returnable next
term.
Oct 5th 1846
To John Cassil. Clerk Chr Kelso Atty for Plff

Filed Oct 5, 1848
James Kinkade Jr Clk

Sept 19th 1848

Recd of Daniel F Stone
twenty five cents my fear for attendance
in court on the case between Stone & Stone

L S Dellinger

In the Union Com. Pleas

Daniel G. Stone
vs
Francis Grove
} Nar

Filed Nov 11th 1844
John Caple, Clk

C. W. B. Allison

The State of Ohio
Union County SS

October Term A.D. 1844

This cause comes into court by way of an appeal from a Justices Court, whereupon Daniel G Stone, complains of Francis Grover, for that whereas the said Francis Grover, on the first day of September A.D. 1843 at the county of Delaware - to wit at the County of Union aforesaid - was indebted to the said Daniel G Stone, in the sum of ninety two dollars and fifty cents. for the price and value of work then and there done, and materials for the same provided by the plaintiff for the defendant at his request,

And in ninety two dollars and fifty cents. for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request,

And in ninety two dollars and fifty cents. for money found to be due from the defendant to the plaintiff on an account then and there stated between them.

And whereas the defendant afterwards. on the first day of September A.D. 1844, 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 one hundred dollars, and therefore he brings suit. &c

By C W B Allison His Atty

Union Com Pleas

Daniel G. Stone

vs

Francis Grove

Subpoena Writs

Filed Sept 19. 1848

John Cassil Clk

Served this writ personally upon the within named Defendant Sept 15th 1848. each demanded his fees which were paid

Fees = mileage 50
service 25 = 75

Philip Vaidan Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON David Lockwood and Asa Miller,

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next term, at ten o'clock, A.M., to testify and the truth to speak on behalf of Francis Grove in a certain controversy in said Court depending, wherein Daniel G. Stone is Plaintiff, and Francis Grove is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House aforesaid, this 8th day of September A.D., 1848.

John Cassil Clerk.

Union Common Pleas

Daniel G. Stone
vs
Francis Graves

Service —— 12½
Mileage —— 50
62½

Jno M Robinson
Sheriff

Filed July 24th 1876
John Cassidy
Clerk

Served July 24th 1876 on Daniel Stockwell by Copy — Geo Miller Asst Sheriff

Jno M Robinson
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Asa Miller & David Lockwood

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house, in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of Francis Grow *in a certain matter in controversy in said court depending, wherein* Daniel G. Stone *is plaintiff, and* Francis Grow *is defendant: and this* May *shall in no wise omit, under penalty of the law; and have then there this writ.*

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* 27th *day of* July *A. D.* 184 6

John Cassil CLERK.

April 27th 1847 Served this writ upon David Lockwood & ~~Asa~~ Asa Miller by reading said writ to ~~him~~ said Asa Miller demanded his fees which was paid

Fees – Service 25
mileage 55 = 80

Philip Snider Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon David Lockwood

And Asa Miller —

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse, in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of F Grove

in a certain controversy in said court depending, wherein D G Stone

is plaintiff, and F Grove —

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

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* 16th *day of* April *A. D.* 1847

John Cassil CLERK.

Stone
vs
Grove

Suit for Debt

Filed Sept 19. 1848
John Cassie Atty

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON James Simpson

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the first day of next term, at ten o'clock, A.M.~~ forthwith, to testify and the truth to speak on behalf of Daniel G. Stone

in a certain controversy in said Court depending, wherein

Daniel G Stone is Plaintiff, and Francis Grove

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

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House aforesaid, this 19 day of September A.D., 184 6.

John Cassil Clerk.

Union Cont Pleas

D. G. Stone

v

Francis Groves

Service —	$0 25
Milege —	65
Copies —	25
	$1,15

Wm M Robinson
Sheriff

Filed July 24th 1856
Joshua Cassil, clerk

Served this writ July 18th by Copying each of the within named writs
Wm M Robinson
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

WE command you to summon Smith Brown Charles Miller

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house, in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of Daniel G. Stone *in a certain matter in controversy in said court depending, wherein* Daniel G. Stone *is plaintiff, and* Francis Grove *is defendant: and this* he *shall in no wise omit, under penalty of the law; and have then there this writ.*

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* 16 *day of* July *A. D.* 184 6

John Cassil CLERK.

Received Sept 6. 1845
John Cassil Adm

D. G. Stone
vs
H. Grove

Issue a Subpoena for David Lockwood
& Asa Miller witness for Deft,

To John Council Clerk
Sept. 6 1848

P. B. Beale
Atty for Deft,

14095
60
8095

Filed July 28, 1846
John Caspillent

Stone
vs
Prowe
Long
Issue & Subpoena to Summit
for Pltf
Clk & Allison Atty for Pltf
Ds John Cassil
Clk

Served this writ personally upon the within named witness Sept 19. 1848

Fees—mileage 5

Service 12½ = 17½

Philip Snider Sheriff

State
vs
Sparr
Subp. for Plff. wit

Philip Snider 17½
John Kessler Clk

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON

Lewis L Felkner

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the first day of next term, at ten o'clock, A.M.,~~ forthwith to testify and the truth to speak on behalf of Daniel G. Stone

in a certain controversy in said Court depending, wherein Daniel G. Stone

is Plaintiff, and Francis Fraim

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

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House aforesaid, this 19th day of Sept. A.D., 1845.

John Cassil Clerk.

Stone
v
Grove

Filed July 16. 1866
John Cavil Clk

Samuel Stone } In Comm Pleas
vs
Francis Brown } The Clerk will issue a Subpoena

for Harriette Brown

to testify on behalf of Plaintiff, next Term

July 16th 1846

To John Cassil Clerk

C M & Allison Atty for Plff

Stone
vs
Grove

To The Clerk of the Court of Common Pleas
of Union Co Ohio. Deposition of Smith
Brown Taken Sealed up and directed by me to
be read in the case of Daniel G Stone vs
Francis Grove pending in said Court

Joshua Judy J.P

Opened at the request of Pfft to counsel
Sept 14th 1848 John Caple Cl.

Filed Sept 14th 1848
John Caple, Clerk

Filed Sept 18, 1848
John Cassil clk

Daniel C. Young
vs
Frances Rowe

In Mesne Comm
Pleas.

Issue A Subpoena for
Samuel Young and
Thomas Sheldon witnesses
for Plaintiff

Allison Doughty
for Plaintiff

To John Cassil
Clerk Sept 18 1848

Flint aug 29 1848
John Cassio Esq

Samuel C. Stone
vs
Frances Stone

In common Pleas. September Ter A D 1848.

To John Cassil Clerk, You will issue a subpoena for Charles Miller Sen. and Charles Miller Jun. and Asal. Miller, witnesses for Plaintiff. August 29th 1848

Allen Doughty
Atty for Plaintiff

Precepts for Wit

Samuel T. Stone
vs.
Francis Brown

In the Court of Common Pleas of Union County Ohio
May Term A.D. 1847

Issue a subpoena for
Smith Brown. Samuel Long Charles
Miller Sen'r Charles Miller Jun'r Witnesses for
the Plaintiff in the above Cause
&c the Defendant.

Clerk of the Court of
Common Pleas of Union County Ohio
by W B Allen

J L Doughty Attorney for
Plaintiff

Groves Settlement
with Stone

Daniel G Stone Greas to
Leave the farme and holde
No Clames here one this
Farme here after or the
Crops there one But the
half of the Corne and that
he has to Cute upe and Sete
the Same in Shoke and
Bunkins one half of the same
And In Gude Season
And his hay in the Barne
he Jst to howe and Sell as he Pleas
with Sell or to take way

Auguest the 30 1843

We here Seate our hands & Seale

Daniel G Stone his
mar
Francis Good

Wittnes
Smith Brown

D. G. Stone

D. G
F. G

May. 1843 Frances Grove to Daniel G. Stone. Dr.

	to holing Manure on his garden		$ 1.50
	to Hoeing Corn one day		.50
June	to My Self & horse five days work on		
	the publick road		$ 5.00
	to Griding Corn row two hands one day —	7 to boarded My self	1.25
Aug	to one half the oats that grew on		
	Seven acres of ground in the orchard		$ 25.00
	to plowing Summer follow for wheat		
	twenty six Acres one dollar per Acre,	29.00	$ 26.00
	to holing 26 Six loads of Manure on	25	
	the Big field South of the house	23.00	
		21,25	$ 3.25
	to one third of the Apples that		
	grew in the orchard in 1843.		$ 20.00
	to Broom Corn		$ 2.00
Sep	to My half of a lot of potatoes destroyed		
	by his hogs after I Com away —		$ 8.00
			$ 92.50

I acknowledge service
of the within notice August 30th 1848
P. B. Bol
Att'y for Defts.

Daniel G Stone } In Union County Common Pleas.
vs
Francis Stone }

Depositions will be taken in this case by the plaintiff at the office of Joseph Mangans, a Justice of the Peace in and for the Township of Scioto, in the County of Delaware, Ohio, on the 31st day of August A.D. 1848 between the hours of six A.M. and nine P.M.,

Daniel G Stone

August 30th/1848

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas of Huron County, Ohio, Wherein Daniel S Stone is Plaintiff And Francis Grove, is Defendant, And for said Plaintiff, in pursuance of the notice hereto attached And at the time and place therein mentioned

Plaintiff. Present, by J C Doughty his Att

Lewis S Felkner. Of the County of Delaware & lawful age. being first duly Sworn. by me as hereafter certified deposes as follows,

Question 1. State what you know of Stones working for Grove, and whether Grove agreed to pay him for it and when it was and where

I Lewis S Felkner do here by certify that Francis Grove told me at his Residence in the year 1843 that he had hired Daniel S Stone by the day to plow and scrape the hill down immediately attached to his dwelling house constituting one part of his door yard. On the South side of his dwelling house

Question Where does Francis Grove Reside

Answer in Scioto Township Delaware County Ohio Question was this work done On the public high way. or for the benefit of Francis Grove, Answer, it was done for the benefit of Francis Grove, because it was not done on the public road; and that I hired Stone to do this work in order to get the traveling Custom to pass my Door, or get up to their house, Question how far was the public road, from where this work was done Answer it was about ½ or ⅝ rods South from where the work was done by Daniel Stone, Question about what time was this work done, Answer I think in the month of June 1843, Question was this work, of any benefit to grove. Answer it was, Question had there been any work done at the Bridge, west of the house before this time you Speak of. Answer there was; as the two days work had been done before, this time by Francis Grove as he was Superviser, Question State what it would be worth for a man to furnish a team, and Scrape, and plough a day, Answer it would be worth One Dollar, Question did Stone furnish his own team of horses. Answer he did On that occasion

Lewis S Fellows

Also. Samuel Long of the County of Delaware. Ohio and of lawful age being first duly Sworn, As hereafter certified deposes as follows,

Question State what you

Brown about Some Corn and Broom corn belonging
to Stone upon the farm of Francis Grove in
Delaware County
Grove told me that he was to have the ~~Corn~~
Broom Corn on Grove Farm,
question 2d Have ~~did~~ Grove State, was this Broom
Corn to be devided,
Answer on the Shares but it was not mentioned
in the articel of Agreement between Grove and
Stone,
Question what was the half of the Broom
Corn worth answer about Two Dollars
Question where was this broom Corn raised
answer on the Farm of Francis Grove in
the county of Delaware ohio, Question did Grove
Refuse to let ~~him~~ have you have one half of the Broom
Corn, answer he did, because it was not in
the articel, As he said
Question State what he Grove said about the Corn
raised on the farm Answer he told me. that he
wanted the Corn As there was no Settlement between
him And Stone, and that Stone owed him
~~him~~ he thought about five Dollars, As
there was no final Settlement As the Article
was given, only for the crops of grain raised on the
farm State when this conversation took
place, ~~at~~ between you And Grove Answer
in the fall of 1843. Question did Grove take the
One half of Broom corn that belonged to Stone
(Answer he did,) Samuel Long

I Joseph Mangans a Justice of the Peace in and for
the Township of Scioto in the county of Delaware, Ohio,
do hereby certify that the above named Lewis A. Skinner and

Samuel Long, were by me first duly sworn to testify the truth, the hole truth, and nothing but the truth, and that the foregoing depositions by them respectively subscribed, were reduced to writing some by me some by Lewis S. Falkner (by L. C. Daughty) some and were taken at the time and place specified in the in closed notice, in testimony whereof, I have hereunto set my hand, this 31st day of August 1848,

Signed, Jos Maugans J P

The State of Ohio Delaware County ss

I Geo W Starr Clerk of the Court of Common Pleas in and for said county do hereby certify, that Joseph Maugans Esqr before whom the foregoing deposition was taken was on the 31st day of August A D 1848 an acting Justice of the Peace within and for said County duly commissioned and qualified

In Testimony whereof I have hereto set my hand and the seal of said Court at Delaware this 2nd day of September A D 1848

Geo W Starr Clerk

Fee Bill

Lewis S Falkner	$0.50	witness
Samuel Long	.50	"
Benj Hewitt	.50	Constable
Justices fees for this deposition	.62½	
	$2.12½	

J. D. Maugans J P

Ft Wm Sept 19. 1848
John Cassil Esq

Daniel J. Howe
vs
Hiram Howe

In Ulster Common Pleas

Issue a subpoena to James Simpson Witness for Plaintiff for Thirtieth

Dec 6th Court } 20 Sept 1848
Clerk }

J. C. Dougherty Atty

Marysville O. Jan. 4th 1848 Recd. of John Capsil late Clerk two dollars seventy five cents witness fee in the case of Daniel Storr vs Francis Grove in Union common. Pleas

Charles Miller

Filed July 27th 1846
John Caspell Clerk

Daniel G Stone
vs
Francis Grood } Dr Ct

Issue Subpoena for
Asa Mills & David Lockwood
Witnesses for Dft

Wm C Lawrence
Atty for Dft

Filed April 16th 1847
John Carrel Clk

J. Stone }
ads }
J. G. Stone }

Issue a Subpoena for Saml Lockwood & Asa Miller
witness for Stone

April 16 1847

N. B. Cole Atty for Defts

To John Carroll Clerk

Received of D G Stone 20 cts in full
of my fees in the suit between him
and T Grove before Esq Danforth J P
in 1843

D Griffin Const

May 4th 1847

Rec'd of David G Stone My fee in full as Witness in a Suit between G Groves & D G Stone at Esq Davenport's one day

Abner Miller

May 4th 1847

Received Daniel G. Stone
My fees in full as witness in
said D. between J. Groves & D. G. Stone
D. Esquire Davenport to one day
David P. Rea

Filed Oct 5. 1848
James Kirkwood J C Mr

Received of Daniel E. Stone my fees in as-
With costs in full in the Case of Lane ver Stone
Oct 5 1845

his
Isal. X Miller
mark

Daniel F. Stone
vs
Frances Stone

In Lenawee Common Pleas.

Issue a Subpoena for Lewis I Selkirk ~~with~~ witness for Plaintiff forthwith,

To Josh Carrs Clerk

J & Doughty & Allen Attys for Plaintiff

Union Com. Pleas

Francis Gross

vs

Daniel G. Stone.

Filed July 28th 1846
John Cassidy, Clerk

Francis Grove
vts.
Daniel G. Stone.

Union Common Pleas
July Term 1846.

And the said Francis Grove comes and defends and says that he did not assume and promise the said Daniel G. Stone in manner and form as the said Daniel hath alleged against him and of this he puts himself upon the county. And the said Daniel doth the like.

Wm C. Lawrence his Atty.

And the plaintiff & his atty will take notice that the defendant will insist and prove on trial a final settlement of all the matters and things between the parties touching the form and cause thereof
And that the plaintiff at the first of this suit and still is indebted to the ~~plaintiff~~ defendant in the sum of fifty dollars for the price and value of goods sold and delivered by the deft to plaintiff at his request and in the sum of fifty dollars for work and labor of the deft and his teams and servants done and performed for the plaintiff at his like request and will offset so much as may be due the plaintiff and ask Judgment for the balance

By Wm C Lawrence
his atty

Filed July 28. 46
J Canil Clk

F Grove
vs
Stone

for trial
Issue a subpoena for
Willard Dodson and Asa
Miller returnable forth
with On behalf of Defft
Wm C Lawrence
Atty for Defft

Union Com Pleas

Daniel G. Stone
vs
Francis Grove

Suit for writ

Filed Sept 19, 1845
John Cassil clk

Served this writ personally upon the within named defendant Sept 15, 1845. Abel Miller
Demanded his fees which were not paid.

Fees = mileage 55
service 37½
Phillip Shuder Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Charles Miller Sr. Charles Miller Jr and Asal Miller,

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next term, at ten o'clock, A.M., to testify and the truth to speak on behalf of Daniel G. Stone,

in a certain controversy in said Court depending, wherein Daniel G. Stone is Plaintiff, and Francis Grove is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House aforesaid, this 8th day of September A.D., 1848.

John Cassil Clerk.

Union Com. Pleas

Daniel G. Stone
vs
Francis Lyon

Sub. for Stffs Writ.

Service - - - $0.50
Copy - - - 12½
Mileage - - - - - 8½

Wm M Robinson
Sheriff
Filed October 15. 1846
John Crozier Clerk

17½

Served Oct 8th 1846 on Samuel Sons by Copy left at his residence. Oct 10th 1846 on Smith Brown Charles Miller Sr & Charles Miller Jr by reading. Charles Miller Sr demanded his fee which was not paid

Wm M Robinson Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon Smith Brown, Samuel Long, Charles Miller sr. & Charles Miller jr.

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

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* fifth *day of* October A. D. 1846

John Cassil CLERK.

Union Com. Pleas

D. G. Stone

v

S. Grove.

Served on Asa
Miller and paid his
fee for one day
and 43
by the Defendant
S. Grove

Filed July 29th 1846
John Cassil Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon Willard Edson & Asa Miller

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

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* 28 *day of* July *A. D.* 184 6

John Cassil CLERK.

Union Common Pleas

Daniel G. Storm
vs
Francis Graves

Service — $0 12½
Mileage — 5
17½

Wm. W. Kalmar
Sheriff

Filed July 28th 1846
John Cassil clerk

Service This writ by reading to the
within Named defendant
Wm. W. Kalmar
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon Samuel Long

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

Witness, JOHN CASSIL, *Clerk of our said Court, at the court-house aforesaid, this* 27th *day of* July *A. D.* 184 6

John Cassil CLERK.

Union Com Pleas

Daniel G Stone

vs

Francis Grove

Subpoena Ads

Filed Sept 19. 1848

John Cassil clk

Writ drawn for want of Bail

Phillip Claudon Atty

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Samuel Long, and Thomas Shelson,

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the first day of next term, at ten o'clock, A.M., to testify and the truth to speak on behalf of Daniel G. Stone,

in a certain controversy in said Court depending, wherein Daniel G. Stone is Plaintiff, and Francis Grove is Defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

WITNESS, JOHN CASSIL, Clerk of our said Court, at the Court House aforesaid, this 18th day of September A.D., 1845.

John Cassil Clerk.

Filed Oct 5. 1848
James Kinkade Jr Clk

Daniel P. Stone
vs
Frances Crane

In Mercer Common Pleas - Judgment
& Writ of execution in this
Case.

Test James Kincaid
Clerk

J. G. Dana P.Q.
Att'y for Plaintiff

October 5 1847

Stone
vs
Grove

2

Costbill

Recorded

Daniel D. Stone } In Union Common pleas.
vs.
Frances Grove }

Depositions will be taken in this case by the Plaintiff, at the Office of Eze Wadhams, in the Town of Newton County of Union and State of Ohio on the 2d day of September next, between 8 o'clock, A M. and 4 o'clock P M, of said day.

August, 29, 1848. Daniel D. Stone,

Depositions of witnesses taken in a cause pending in the Court of Common Pleas of Union County, Wherein Daniel D. Stone is Plaintiff and Frances Grove is Defendant. And for said Plaintiff in pursuance of the Notice hereto attached and at the time and place therein Mentioned. Plaintiff present,

Smith Brown. of the County of Union of lawful age, being first duly ~~Affirmed~~ by me. as hereinafter certified deposes as follows. Question By Plaintiff

~~Answer~~ Please tell what you know about the writing or Article between myself and Mr Grove Answer, I know the Parties signed a writing the Purport of which was to share each ones share of the Hay and corn crop. Also the Pumpkins.

Question by Same. Did you understand the signing of the Article to be a final settlement between the Parties, Answer, No nomore than therein mentioned

Smith Brown

Served on me August 30 1848

P. B. Scale Atty for Def

I Joshua Judy a Justice of the Peace in and for the Township of Liberty in the County of Union Ohio. do hereby certify that the above named Smith Brown was by me first duly Affirmed to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him Subscribed was reduced to writing by me was taken at the time and place specified in the inclosed Notice,

In testimony whereof I have hereunto set my hand this 2nd day of Sept 1848

Joshua Judy J P

fees

for Subpoena	12½
Mileage 5 Miles	
for Serving do.	20
witness	75
Justice	40

Civil/Domestic Case File

Case No. 1844-CV-0027

No. 44-CV-27

Union Common Pleas Court.

Samuel Hurlbut et al
Plaintiff,

AGAINST

Silas G Strong
Defendant.

MAY TERM, 1845

JUDGMENT VS DEFENDANT

$ 3044 25

Journal B Page 294

Record No. No Record. Page

Ex. Doc. Page

Wood Story

&

Silas G. Story —

Praecipe

Filed Oct 1st 1844
John Caspil
Clerk

Samuel Wood,
Samuel S. Wood &
John Wood under
the name of
Samuel Wood & Sons
v
Silas G. Strong

In Debt.

Debt $5000
Damages $ 500

Issue a summons returnable forthwith, June Term, Endorse
Suit brot on judgmt in the Circt Court U. States Ohio Debt
Debt for $3019.14 & costs of suit recd on about Dec. 19. 1842
& Common Counts

To the Clerk Union County
Com. Pleas
Oct. 1. 1844.

Suit brot on judgement in the circuit Court U. States Ohio District for $3019.14 + Cost of Suit rendered on or about Decr 19 1842 & Commun Costs

Writ for Plff

I acknowledge Service Oct 1. 1844

Silas G Strong

Illinois Court Pleas

S. Prood & Bro
vs
Silas G. Strong

Rec'd

Dec'd
Clerk

Filed Oct 1st 1844
John Caylor
Clerk

Issue & Defendants Plea

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Silas G. Strong

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 Samuel Wood Samuel S. Wood & John Wood

in a plea of Debt Debt $5000 Damages $5000.00 ~~Dollars~~

And have you then there this writ.

John Cassil

WITNESS, ~~JAMES H. GILL~~, Clerk of said Court, at the Court-House aforesaid, this first day of October A. D. 1844

John Cassil CLERK.

Land Deed

to

Silas G. Strong

Jan

Filed November 13, 1844

John Cassil

Clerk

Recorded

Cost bill made

The Clerk will please fill the blank with the damages stated in the Praecipe & then file this Declart.

The State of Ohio }
Union County, ss } October Term A. D. 1844.

Samuel Wood, Samuel S. Wood, and John Wood, under the name and firm of Samuel Wood and Son complain of Silas G. Strong in a plea of Debt for that whereas the said Plaintiffs by the consideration of the ~~Court~~ Seventh Circuit Court of the United States within and for the District of Ohio held within & for the District of Ohio aforesaid on the 28th day of December A. D. 1842, at the December Term of said Court A. D. 1842, recovered judgment against the said Strong for the sum of $ 3019.14 cents damages and $25.11 cents costs of suit, a copy whereof, duly authenticated, the said Plaintiffs now here in Court produce, and which said judgment is in full force and not reversed annulled or satisfied: and the said Plaintiffs aver that though often requested the said Strong hath never paid the said Judgment nor any part thereof: To the damage of the said Plaintiffs 5000 $ and therefore they sue &

By Wilcox
Their Atty

Civil/Domestic Case File

Case No. 1844-CV-0028

No. 44-CV-28

Union Common Pleas Court

Johnson Mc Ginnis
Plaintiff,

against

William Mc Ginnis
Defendant.

July Term 1876

Judg. Vs. Plff

Journal 3 Page 423

Record No. Page

Ex. Doc. Page

Wm Co Com Pleas

Johnson McGinnes
vs
Wm McGinnes

Precipe

Filed Oct 1st 1844
John Caple
Clerk

Copy. 8.

Johnson McGinness
vs
Wm McGinness

Mon Com Plea
in Assumpsit Damages
500. ℔.

Issue a Summon returnable forthwith and endorse suit Brot to recover for goods sold and delivered Money had and received Money paid laid out and expended &c Money loaned &c by the Plaintiff to and for the use of the defendant and at his request. By Wm C Lawrence
atty for pltff

Cl C Com Pleas

Union Com Pleas

Johnston McGinnis

vs

William McGinnis

Sew 35
Mile — 50
Copy 15
$1.00

Filed Oct 2nd 1844
John Caffee Clk

Copy 15

Served by certified Copy Oct 2nd 1844
H. M. Slade Sheriff

"Suit Brot to recover for goods sold and delivered" See Promissory Note and Receipt Money Paid Laid out and expended Money Loaned &c by the Plaintiff to and for the use of the Defendant and at his request

By Mr Blackburn
Atty for Pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William McGinnis

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 Johnson McGinnis

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 25th day of Oct A. D. 1844

John Cassil CLERK.

trial, so much of the said several sums of money so due and owing from the said plaintiff to the said defendant against any demand of the said plaintiff to be proved on the said trial, and 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.

G W Allison Plff Atty

Ac Summons Rec'd

William McGinnis

Attd

Benjamin McGinnis

Dfdt

Filed July 31st 1845

John Copie, Clk

Copy $.45

G W Allison

William M'Ginnis
ads
Johnson M'Ginnis

In Union Com. Pleas.

And the said William M'Ginnis
Comes and defends, &c and says that he did not
assume and promise, in manner and form as
the said Johnson M'Ginnis hath declared against
him; and of this he puts himself upon the Country;
and the said plaintiff doth the like:

By C. M. Bellison His Atty.

The plaintiff will also take notice, that the defendant, on the
trial of this cause will give in evidence and insist that
the plaintiff, at the commencement of this suit, was
and still is indebted to the defendant in the sum of
eight hundred 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
eight hundred dollars, for the price and value of goods
before that time sold and delivered by the defendant, to
the plaintiff at his request; and also in the sum of
eight hundred dollars, for the price and value of work
before that time done, and materials for the same,
provided by the defendant for the plaintiff at his request:
And also in the sum of eight hundred dollars for money
before that time lent by the defendant to the plaintiff
at his request. And also in the sum of eight hundred
dollars, for money ~~then and there~~ before that time paid by the plaintiff
for the use of the defendant at his request; And also
in the sum of eight hundred dollars, for money before
that time received by the plaintiff for the use of the defendant;
And also in the sum of eight hundred dollars for the
price and value of lands and tenements before that
time bargained and sold by the defendant to the plaintiff
at his request; And also in the sum of eight hundred
dollars, for money found to be due from the plaintiff
to the defendant, on an account before that time stated
between them; and that the defendant will set off on said

Copy .10

	D	C
Sept 1th 1838		
Wm McGinnes Deter to Johnston McGinnes for the use of Team bording		
See Durheat for 5 acres of ground	12	50
his washing and mending the same time		
and untill the first of april 1839 — — —	5	25
to 50 arres of Land January 1840	425	00
2 horses —	1	80
2 cows	25	00
1 wagin	36	00
Aprile 1th 1840		
his bord and part of the time Johns and wash		
untill october	40	00
2 back bans	1	00
1 hatter chain and chacklines	1	62½
1 axe	1	25
1 ironwedge		75
1 pitch fork		25
paid for shuenghorses	1	25
paid 1 note	3	00
paid his Fare 1840	2	7½
to bording hans and work in		
harvest July 1841	7	50

Mon Com Pleas

Johnson McGinnis

vs

William McGinnis

Filed Oct 11. 1844

John Cafeil
Clerk

Cost bill made
No. Record.

Copy 36 #. 69

State of Ohio } In Com Pleas
Union County ss } of Oct. term 1844

Johnson McGinnis Complains of William McGinnis in a plea of assumpsit for that whereas the said defendant on the 1st last day of July 1840 at the County aforesaid was indebted to the plaintiff in the sum of five hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request

And in the sum of five hundred dollars for the price and value of Goods sold and delivered to the defendant by the plaintiff at his request

And in the sum of five hundred dollars for the price and value of Work then and there done and performed and Materials for the same provided by the plaintiff and his servants for the defendant at his request

And in the sum of five hundred dollars for money then and there lent by the plaintiff to the defendant at his request

And in the sum of five hundred dollars for money then there paid by the plaintiff for the use of the defendant at his request

And in the sum of five hundred dollars for money then and there received by the defendant for the use of the plaintiff

And in the sum of five hundred dollars for money found to be due the plaintiff from the defendant on an account then and there stated between them And whereas afterwards the defendant on the first day of August 1840 in Consideration of the premises promised then and there promised to pay the said several sums of money to the plaintiff on request Yet he has disregarded his promises and has not paid the said sums of money nor either of them nor any part thereof to the damage of the plaintiff five hundred dollars and thereupon he brings suit &c

By Wm Lawrence his atty

Civil/Domestic Case File

Case No. 1844-CV-0029

No. 44-CV-29

Union Common Pleas Court.

Peter B Kennedy
Plaintiff,

AGAINST

David Miller
Defendant.

MAY TERM, 1845

JUDGMENT VS DEFENDANT

$365-25

307
Old

Journal B Page 288

Record No. 4 Page 392

Ex. Doc. 1 Page 367

Mich Com Pleas

P. B. Reynolds
vs
David Witter

Precipe

Filed Oct 1st 1844
John Caspar
Clerk

Peter B Kennedy / Mion Com Pleas
vs / In Assumpsit
David Witte / Damages 500.$.

Issue a Summon Returnable forthwith endorse Suit Brot on Defendants Note of hand given to Plaintiff by Defendant for three hundred dollars on the 4th day of October 1841. and due Six Months after date also for Money had and received & Goods Sold and delivered

Wm C Lawrence
als for Plff

Cl'k Com Pleas

"Suit Brot on Defendants note of hand given to plaintiff by Defendant for three hundred dollars on the 4th day of October 1841. and due six months after date also for money had and received goods sold and delivered

Wm. B Lawrence
Atty for pltff

Union Com Pleas
Peter B Kennedy
vs
David Miller

Dem 35
Mile 5
Capy 1.87½

Filed Oct 2nd 1847
Alfred Creed Clerk

Served by certified copy
a. D. Miller Oct 2nd 1847.
W. W. Sheloff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon David Miller

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 Peter B. Kennedy

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 25th day of Oct A. D. 1841

John Cassil CLERK.

Filed Nov. 11th 1844
John Capehart, Clerk

D. Witten
note
$3.00

George Shuck

Six Months after date for value
received I promise to pay Peter B Kennedy
or bearer three hundred dollars
as witness my hand
October 11th 1841 David Witter

Mon Com Pleas

Peter B Kennedy
vs
David Witte

Mar

Files with the note
Oct 11. 1844
John Caffee, Clk

$365.25 Dlls

Dam

Recorded

[illegible] 42

111.12

~~5 21 6~~ 13
3-1-23

4-56 3 to 5.

18
18.00 3

54. 300
150 150
100
18

356.6.5

State of Ohio } October Term A.D. 1844
Union County ss } Union County Court of Com Pleas

Peter B. Kennedy complains of David Witter in a plea of assumpsit for that whereas the said David Witter on the fourth day of October 1841. at the County of Union aforesaid made his promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay the said P B Kennedy or bearer three hundred dollars six months after the date thereof which period has now elapsed and the said David Witter then and there in Consideration of the premises promised to pay the amount of the said note to the said Peter B Kennedy according to the tenor and Effect thereof Yet the said David Witter has disregarded his said promises and hath not paid the said sums of Money nor either of them nor any part thereof to damage of the said Peter B Kennedy five hundred dollars and thereupon he brings Suit &c B

Wm C Lawrence his atty

Ex. Doc. No. 2 Page 145

J. B. Kennedy
vs
Dan'l Miller

Damages	$365.25
Costs	3.79
Writ	.41

Service	$0.35
Mileage	.45
Report	1.00
Copy of affidavit	.45
Advertising	.25
Affidavits fees	1.50
Printers fees	3.75
Summons	$7.50
	15.25

Filed Aug 19 1845
John Goodrich Clk
Ste remitting the damages
were 356.65 in Treasury
Recorded

Received this writ July 15th 1845—
July 17th 1845— Levied on two Sets of Land described as follows to wit one Set containing 36 acres part of Military survey of No 5265 on the calf creek 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 C Millers Land thence with his Line N84° W286 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 Set, thence with his Line and the original Line 286 poles to the Beginning — —
2nd Set described as follows, part of surveys Nos 7789 & 5265 Patented to Joseph Caret, Beginning at Wah Wm Heaths survey No — thence with Heaths Line S84° E36 poles to the Creek thence up the creek N60 poles, N26° W20 poles, N16° W25½ poles to a corner of Land owned by Wm Douglass, thence with his Line N54° W70 poles, thence S69° W61 poles—to the Road thence with the Road S30° E17 poles, thence S20° W88 poles to Wm

Douglasses Corner in Elisha Reynolds N Line, thence with his Line S 71° E 104 poles to a Hickory in the Heath Line and Corner to Elisha Reynolds, ~~original~~ Land thence with Heath N 6° E 15¾ poles to Two Barroaks original to Heaths Survey and Beginning Corner to ~~said Sat~~ Survey No 5265. to the Beginning of said Sat containing 97 acres, Levied in Conjunction with another Execution Issued from the same Court and at the same time in favour of the Administrators of Wm Howard dec for $72-99- Damages- had the above real Estate appraised by the oath of John Reed Jr Ralph Cherry & E-S- Hathaway, as follows to wit first Sat containing 36 acres at Four Dollars and Thirty Three cents per acre & 2nd Sat containing 97 acres at Eleven Dollars per acre — Advertised the said real Estate in the Eastern Argus A Paper published in said County of Union for Sale on the 18th day of August 1845 between the Legal Hours — — August 18th 1845 2 oclock P M offered the above real Estate for sale at the door of the Court House by public auction and Sold the 97 acre Sat to Benjamin Hopkins for Eleven Dollars & Eighty Seven & a half Cts per acre - he being the highest & best Bidder - offered the 36 acre Sat at the same time and place but not Sold for want of bidders - Sold subject to Two mortgages one in favor of Moses Fallington 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 Peter B. Kennady

recovered against David Witter

as well the sum of Three Hundred and sixty five dollars and twenty five cents, for his damages, as the sum of $ 3,79 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 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 Self

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. 1844-CV-0030

No. 44-CV-30

Union Common Pleas Court.

William Touleinous
Plaintiff,

AGAINST

Pierce Sanphire,
Defendant.

OCT TERM. 1845

Judgment VS Plaintiff

No Record.

Journal 3 Page 349

Record No. Page

Ex. Doc. Page

THE J. D. SMITH CO.

Union Com Pleas
Octo Term 1844

Wm Jamieson
vs
Piere Lamphier

Precipe
Cost bill entered
No Record to be made

Filed Oct 2. 1844
John Cassil
Clerk.

Issued Oct 2d 1844
John Cassil
Clerk

Compton

Union Court of common Pleas
Eastern Term 1844

William Tomlinson
vs
Pierce Sanphier
} In Assumpsit
Damages $200.00

The clerk will issue a summons in this case returnable forthwith
Indorse suit brought for lands, lots, hay and goods sold and delivered work and labour done and for money lent money had and received by Defts for Plffs use & Money found due on acct. stated &c

Bey Isaac Crawford
Atty for Plff

Not served for want of security for Costs.
Defendant being a Non Resident, & demand
made for security by Plff Atty
Oct 3d 1844. M P Steele Sheff

Union Co Pleas

William Tomlinson
vs
Peirce Sanpher

Filed Oct 3d 1844
John Cassil Clerk

Plaintiff brought it for Land by purchase of Defendant
Goods Sold and delivered work and
Labor done and performed, Money
Lent Money paid and received to
Use of Plff Plff was Bound & promised Def
to do so &c

By Hamilton Crawford
Atty for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Peirce Lanphier

to appear

Forthwith

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

in a plea of Assumpsit Damages Two hundred Dollars

And have you then there this writ.

John Cassil

WITNESS, ~~JAMES H. GIL~~L, Clerk of said Court, at the Court-House aforesaid, this 2nd day of Oct A. D. 1844

John Cassil CLERK.

Wm Jamieson

vs

Peirce Hampton

Precipe

Crawford

Union Common Pleas

October Term 1844

William Tomlinson
vs
Pierce Lamphier
} Assumpsit

The clerk will issue subpoenas for

Plffs witnesses in this case returnable Monday

Dan'l Crawford
Atty for Plff

Civil/Domestic Case File

Case No. 1844-CV-0031

No. 44-cv-31

Union Common Pleas Court.

William M Beard
Plaintiff,

AGAINST

Jackson S Sprague
Defendant.

MAY TERM, 1847

Non Suited

No Record

Journal 4 Page 7

Record No. Page

Ex. Doc. Page

Union Com Pleas

Wm A Baird

vs

Jackson G Sprague

Precipe

Filed November 15. 1844

John Cadel Clerk

~~Dec~~ 4069

William M. Baird / Mon Com Pleas
On Trespass
Damages 500 $
vs
Jackson G Sprague / Issue a summon returnable
next term Indorse Suit Brot
To recover damages of Defendant for Trespass entering plaintiffs
close Situate in the Township of Paris ~~Township~~ Union
County and State of Ohio and Injuring filling Boring cutting
down carrying away and destroying
five hundred oak trees of the value of 400 $
five hundred hiccories of the Value of 100 $
three hundred Sugar trees of the Value of 100 $
one hundred Ash trees of the Value of 50 $ then-
and there growing and standing upon said premises
Being part of Survey No (4069.) Virginia Military
lands &c By Wm Lawrence
his atty

Alk com Pleas

on the South by some person unknown and on the East by said Road containing about one hundred acres (part of Survey No 4069) and took and carried away the same and converted and disposed of to his own use and other injuries there did with in that time against the peace and to the damage of the said William M Beard five hundred dollars and therefore he brings suit &c

By Wm G Lawrence
Pltfs Attys

Action on Plea

William M Beard
vs
Jackson Spotswood

Filed July 7th 1845
John Caffrey Clk
Amended & Refiled
Sept 29 1845
Jno Lewis Cassidy Clk
Cost bill made
Copied

18 34

State of Ohio } Union Com Pleas
Union County ss } May term 1845

William M. Beard complains of Jackson B. Sprague in a plea of trespass for that the said Defendant on the first day of april 1844 at the County of Union and on divers other days between that and the Commencement of this suit with force and Arms Broke and entered the Close of the said Plaintiff Situate in the Township of Paris and County aforesaid part of Survey No. 4009 and then and there Cut down and destroyed the trees to wit five hundred oak trees one hundred hickory trees one hundred Sugar trees and one hundred Ash trees &c of the plaintiff of great Value to wit of the Value of five hundred dollars and the timber wood and Bark there of amounting to a great quantity to wit one hundred loads of Timber. forty loads of wood and one hundred loads of Bark of the said plaintiff of great Value to wit of the Value of five hundred dollars took and Carried away and disposed of and Converted to his own use and other injuries &c And ~~Also for that~~ whereas said defendant on the day and year aforesaid and on divers other days between that day and the Commencement of this Suit with force and arms cut down and destroyed the trees (to wit) one hundred oaks one hundred ashes one hundred hickories one hundred Sugar trees &c of the said Wm M Baird of great Value to wit of the Value of five hundred dollars then growing and being in and upon certain lands Situate in the Township of Paris and in the County of Union aforesaid lying on the west side of the London Road about one mile South of Marysville bounded on the North by the lands of one Taylor on the West by the lands of John S Fulton and

In Union Com. Pleas.

Jackson G. Sprague
ads
Wm. M. Beard } Trespass.

Demurrer.

Filed August 8th 1845
John Cassil
Clerk

Jackson G. Sprague
vs.
William M. Beard
} In Trespass.

And the said Jackson G. Sprague comes and, as to the said second Count in the said declaration, says that the said William M. Beard ought not to have his action aforesaid against him, because he says that the said second Count in the said declaration 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 William M. Beard may be barred of his said action against him.

And for causes of demurrer the said Jackson G. Sprague states and shows to the Court here the following, to wit:—

1st That the said defendant was not by the said second Count of the said declaration positively charged with any of the facts therein contained, and the same were only charged by way of recital, whereas they ought to have been positively averred upon him.

2d That the said second Count of the said declaration is in other respects uncertain, informal, and insufficient, &c

Union Common pleas

Jackson G. Sprague
vs.
William M. Beard

In Trespass.

Plea.

Filed August 8th 1845
John Caspit Clerk

Jackson G. Sprague, ads. William M. Beard. } In Trespass.

And the said Jackson G. Sprague comes and defends, and as to the said first Count of the said declaration says that he is not guilty in manner and form as the said William M. Beard hath complained against him, and of this he puts himself upon the Country, and the said William M. Beard doth the like, &c.

And for a further plea in this behalf the said Jackson G. Sprague, as to the said first Count of the said declaration says that the said William M. Beard ought not to have his aforesaid action against him because he says that the said close in the said first Count of the said declaration mentioned now is and at the said several times when the said several trespasses are supposed to have been committed, was the close, soil, and freehold of the said Jackson G. Sprague, to wit, at the County aforesaid; wherefore the said Jackson G. Sprague in his own right committed the said several supposed trespasses in the said first Count of the said declaration mentioned, in the said close of the said Jackson G. Sprague, as he lawfully might do: and this he is ready to verify: Wherefore he prays judgment if the said William M. Beard ought to have his aforesaid action against him, &c.

By Otway Curry, his Atty.

Wm M Beard vs Jackson G Sprague } Rep

And the said plaintiff comes and as to the plea of the said defendant secondly above pleaded says that he ought not to bar his right of recovery in this case because he says that the close wherein the said trespasses were committed were the freehold of the plaintiff as well as right of soil and freehold and not in the said defendant and of this he puts himself upon the Country &c

By Wm B Lawrence his atty

Good for
Costs Nov 15
1844
Silas G Strong

Union Com Pleas

William M. Baird
vs
Jackson G. Sprague

Debt Bott to recover damages of Defendant for
Breaking & entering Plaintiffs close Situate in
the Township of Salem, Lenawee County and State of Ohio
and injuring Selling & Buying cutting & carrying
away Trees Destroying Fire Wood & Rails
of the value of 400 $
Fifty hundred Rods of Walling of the value of 100 $
Fifty hundred Rods of Ditching of the value of 100 $
One hundred and Forty Rods of Walling of the value of 100 $
Plaintiff also Claims Damages for the Trespasses aforesaid
Plaintiff Claims Damages to the amount of Seven Hundred
Dollars. Being for and on account of Damages Sustained
by Plaintiff by reason of the Trespasses aforesaid

By Brown & Lawrence
Pltfs Attys

Serve this Writ by
Giving a certified
Copy of Defendant
a true Copy
18 44
John M Robeson Sheriff of
M-Co
Jno W Evans
Dep Sheriff of
M-Co Ohio
Service 3 50
Milage 5
40

Filed Nov 20th 1844
John Caplis, Clerk

17

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Jackson G. Sprague

to appear

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

in a plea of Trespass Damages Five Hundred Dollars

And have you then there this writ.

John Cassil

WITNESS, J[redacted]L, Clerk of said Court, at the Court-House aforesaid, this 15th day of November A. D. 1844

John Cassil CLERK.

In Union Com. pleas

Jackson G. Sprague
ads.
Wm. M. Read. Esq

Demurrer
to Amended Nar.

Filed Oct 28. 1845
John Cassil Clk

Demurrer to 2d
Count of amended
Nar sustained &
leave given to amend
Decree.

Jackson G. Sprague
ads
William M. Beard } In Trespass.

And the said Jackson G. Sprague comes and, as to the said second Count in the said Declaration says that the said William M. Beard ought not to have his action aforesaid against him, because he says that the said second Count in the said declaration 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 William M. Beard may be barred of his said action against him.

And for causes of Demurrer the said Jackson G. Sprague states and shows to the Court here the following, to wit:

1st That the said Defendant was not by the said second Count of the said Declaration positively charged with any of the facts therein contained, and the same were only charged by way of recital, whereas they ought to have been positively averred upon him.

2nd That the said second Count in the said declaration is in other respects uncertain informal, and insufficient, &c.

By Otway Curry
his atty.

Union Com. Pleas.

Wm. Mc. Beard
vs.
Jackson G. Sprague

Plea
to Amended Nar.

Filed Oct 28. 1845
John Cassil Clk

Jackson G. Sprague
ads.
William M. Beard
} In Trespass.

And the said Jackson G. Sprague comes and defends, and as to the said first Count of the said Declaration, says that he is not guilty in manner and form as the said William M. Beard hath complained against him, and of this he puts himself upon the Country; and the said William M. Beard doth the like, &c.

And for a further plea in this behalf the said Jackson G. Sprague as to the said first Count of the said declaration says that the said William M. Beard ought not to have his aforesaid action against him, because he says that the said close in the said first Count of the said declaration mentioned now is and at the said several times when the said several trespasses are supposed to have been committed, was the close soil and freehold of the said Jackson G. Sprague, to wit, at the County aforesaid; Wherefore the said Jackson G. Sprague in his own right committed the said several supposed trespasses in the said first Count of the said declaration mentioned, in the said close of the said Jackson G. Sprague, as he lawfully might do: and this he is ready to verify: Wherefore he prays judgment if the said William M. Beard ought to have his aforesaid action against him, &c.

By Otway Curry, his Atty.

Jackson G. Sprague
ads
Wm M Beard

Costs $9.00
Int to this date 1.58
Writ .41

Recorded

To Spr. S. 1850

Filed may 27. 1850
James Kirkpatrick clerk

Cassid

Received this writ March 7. 1850. No goods or chattels found or levied upon to be had. May 27. 1850. Fees = Services 3.50 Mileage 5
Phillip Sprinkle Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Union GREETING:

WHEREAS, in a certain action in Trespass lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein Wm M. Beard was plaintiff, and Jackson G. Sprague was defendant; the costs (original and increase) of the said William M Beard are taxed at Nine dollars ——— cents, and interest up to this date One dollars fifty Eight 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 Wm M Beard 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.

James Kinkade Jr

WITNESS, ~~JOHN CASSH~~, Clerk of said Court at the Court House in Marysville, this 9th day of March A.D., 1850.

James Kinkade Jr CLERK.